

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE, COUNTY, FLORIDA**

BRIAN LEIBERMAN,	)	
	)	CASE No. _____
Plaintiff,	)	
	)	
v.	)	(Injunctive Relief Requested)
	)	
ATXS, ATXS ASSET MANAGEMENT, and	)	
LUDVIG GUSTAV SJOSTROM,	)	
	)	
Defendants.	)	
	)	

**COMPLAINT**

Plaintiff Brian Leiberman (“Plaintiff”), by and through his undersigned counsel, Xander Law Group (“Plaintiff Counsel”), brings this Complaint for claims of conversion and related equitable remedies against Defendants, and alleges as follows:

**INTRODUCTION**

1. This case is about the theft of cryptocurrency through a fraudulent scheme.
2. The scheme is centered around ATXS Asset Management and ATXS, a fake financial services/investment company allegedly specializing in cryptocurrency investments. This action is brought to freeze crypto wallets containing Plaintiff’s funds that Defendants converted, and then return these funds to Plaintiff.
3. Plaintiff is a resident of Miami-Dade County, Florida.
4. Defendants ATXS and ATXS Asset Management alleged to be Norwegian entities, however, no registration exists.

5. Plaintiff at the direction of Defendants was to transfer his investment funds into a Kraken deposit address: 2qgyNZFQKev6o9nJwcheLA2pisCAtwCT7xG2XWRHo9U6.

Plaintiff sent five transactions to Defendants via the Kraken address mentioned above. These transaction hashes are as follows:

- 243s1Zgj9tn1H1ZuU9Br3dx9unjkdSfwjGK7E8nMAzUUzvGH5Zw1TKaavZ5ArDJhcMFKyUCpCJNeiArezaE85MwK
- 62b8v7kV97WVHanF8VpjDQG3W5Xe1UPDQRP2MbMXTgWrjAcxS7h9D1dDMSPqUpWXp4nHgqf46ohL7xQgCHXWpi4s
- 5SKVute3DN2hTqD3snVNHU7n9P4zJAZkJUqahxjJ1JtwgxpVfY5Kf9SoaNQTqEjmr8zQ4pUd3jhQnvtTJMvV4nyf
- 2M5qrXHH27wfYbKH9sFUBk9R5xjK1DHujfUAabUwFro5StT25kqFGfzZBu3f1sJ1g9YSrgiHQpnL6TTjLgHLVbVQ
- YxryPfJ3c9redto55HMdcQFAC7UL9KMGw48LijMXfPSNKQaMfWs3XtAtgZbUMtyaJCqfyoN5m3p7R66tWH6hrND

6. The Kraken deposit address does not clearly belong to a segregated fund account, a regulated custodian, or a named legal entity corresponding to Defendants or the investment fund.
7. Plaintiff has suffered damages in excess of \$50,000.00 which is within the jurisdiction of this Court.
8. Plaintiff has retained the undersigned counsel to represent him in this matter and has incurred reasonable costs and attorneys' fees.

### **THE FRAUDULENT SCHEME**

9. On or about December 2024, Plaintiff and Defendant Sjoström began discussions through Telegram regarding a potential investment in ATXS Asset Management / Harrier Fund after meeting through a mutual party.

10. During these discussions, Sjostrom told Plaintiff that the invested funds would be used specifically for systematically managed digital asset investment through the ATXS Asset Management / Harrier Fund.
11. On December 18, 2024, Defendant Sjostrom promised investment management services provided in good faith and represented that the investment was held in custody with Coinbase Custody and Aider AS, protected by multi-signature security protocols and cold storage.
12. Relying on these representations, Plaintiff entered into an agreement with ATXS Asset Management on December 19, 2024.
13. On December 22, 2024, Defendant Sjostrom provided Plaintiff cryptocurrency addresses, 0x338139205d1b919752731eb4141f5ba2be3a2913 (Ethereum), TVDufJWmGDCQ1mtDwoLAv5hXm5UciD25Je (Tron), 2qgyNZFQKev6o9nJwcheLA2pisCAtwCT7xG2XWRHo9U6 (Solana), to “proceed with the investment process.”
14. On or about January 2025, Plaintiff began transferring funds to the Solana address. On January 3, 2025, at 19:03:13 UTC, Plaintiff sent a test transaction via hash 243s1Zgj9tn1H1ZuU9Br3dx9unjkdSfwjGK7E8nMAzUUzvGH5Zw1TKaavZ5ArDJhcMFKyUCpCJNeiArezaE85MwK for 10 USDC. Later that day, at 20:07:10 UTC, Plaintiff sent the first major transaction via hash 62b8v7kV97WVHanF8VpjDQG3W5Xe1UPDQRP2MbMXTgWrjAcxS7h9D1dDMSPqUpWXp4nHgqf46ohL7xQgCHXWpi4s for 9,997.916144 USDC.
15. To further establish the fraudulent scheme and show Defendant Sjostrom’s expertise, on December 18, 2024, Sjostrom provided Plaintiff with a resume under the name Vincent

- Matsson, detailing a PhD in Mathematics from Imperial College London and professional experience at Norges Bank Investment Management and Caxton Associates.
16. Defendant Sjostrom sent Plaintiff a market analysis report titled "Trading the Trump Inauguration" dated January 15, 2025.
  17. Plaintiff sent a third transaction on March 09, 2025, at 18:51:57 UTC via hash  
2M5qrXHH27wfYbKH9sFUBk9R5xjK1DHujfUAabUwFro5StT25kqFGfzZBu3f1sJ1g9  
YSrgiHQpnL6TTjLgHLVbVQ for 1,889.876171 USDT.
  18. The fourth and final transaction was sent on March 23, 2025, at 01:33:37 UTC via hash  
YxryPFJ3c9redto55HMdcQFAC7UL9KMGw48LijMXfPSNKQaMfWs3XtAtgZbUMtya  
JCqfyon5m3p7R66tWH6hrND for 16,424.371255 USDT, bringing the total investment  
to USD 36,828.24.
  19. On or about December 31, 2025, Plaintiff requested to withdraw the investment.
  20. To encourage the Plaintiff to recruit others, Defendant Sjostrom provided a "Client Referral Program Agreement" dated January 26, 2025, which promised revenue-sharing incentives including 10% of management fees and 15% of performance fees for referred clients.
  21. That same day, at 20:52:13 UTC, Plaintiff sent a second transaction via hash  
5SKVute3DN2hTqD3snVNHU7n9P4zJAZkJUqahxjJ1JtwgxpvyFY5Kf9SoaNQTqEjmr8z  
Q4pUd3jhQnvtTJMvV4nyf for 8,517.384032 USDT.
  22. Defendant Sjostrom's Head of Operations later attributed delays to "portfolio rebalancing," promising liquidity would be "fully cleared" by February 05, 2026.
  23. Defendant Sjostrom failed to make the refund payment and subsequently stopped responding.

24. On or about February 2026, Coinbase Custody confirmed that Coinbase is not affiliated with or acting as a custodian for the ATXS Harrier Fund.

**FIRST CAUSE OF ACTION**  
**BREACH OF CONTRACT- ATXS Asset Management**

25. Plaintiff realleges and incorporates by reference paragraphs 1-24 as if stated fully in herein.

26. Plaintiff entered into an agreement with the Defendant ATXS Asset Management on December 19, 2024.

27. Defendant materially breached the contract by failing to properly invest the Plaintiff's funds and then refused to refund the amounts.

28. Plaintiff has been damaged by the breach.

**SECOND CAUSE OF ACTION**  
**FRAUD IN THE INDUCEMENT- SJOSTROM**

29. Plaintiff realleges and incorporates by reference paragraphs 1-24 as if stated fully in herein.

30. Defendant made a series of fraudulent misrepresentations to the Plaintiff to induce Plaintiff to enter into the contract and send Defendant the investment funds.

31. Plaintiff relied on these misrepresentations to his detriment and did in fact enter the agreement and send Defendant the investment funds.

32. Plaintiff has suffered damages as a result of the fraud.

**THIRD CAUSE OF ACTION**  
**CONVERSION- ALL DEFENDANTS**

33. Plaintiff realleges and incorporates by reference paragraphs 1-24 as if stated fully in herein.

34. Plaintiff is the lawful owner of the investment funds mentioned herein.

35. Defendants have exercised dominion and control over the Plaintiff's property in a way that is inconsistent with Plaintiff's rights of ownership and possession.

36. Defendants have refused to return the property after demand was made.

37. Plaintiff has been damaged by Defendants' conversion.

**FOURTH CAUSE OF ACTION**  
**REQUEST FOR INJUNCTIVE RELIEF**

38. Plaintiff realleges and incorporates by reference paragraphs 1-24 as if stated fully herein.

39. Plaintiff requests a freeze of all accounts associated with the fraudulent scheme mentioned herein.

40. Such a freeze is necessary to preserve the possibility of restitution for the Plaintiff.

41. Plaintiff has no adequate remedy at law.

42. Plaintiff will suffer irreparable harm if an injunction is not issued by this Court.

43. Plaintiff has a clear legal right to the property contained in the wallets he seeks to enjoin.

44. It is in the public interest for the Plaintiff's property to be preserved through injunctive relief.

**Wherefore,** Plaintiff respectfully requests that this Court enter an injunction and freeze the cryptocurrency addresses set forth herein, and a judgment awarding: (1) damages in the amount of the value of Plaintiff's stolen assets at the time of the theft; (2) pre-judgment interest; (3) an injunction ordering the return of any remaining stolen assets or the proceeds derived from the same; (4) attorneys' fees and costs incurred in prosecuting this action; and (5) any other relief that the Court finds just and proper.

Respectfully submitted and filed on May 8, 2026

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# EXHIBIT 1

# INVESTMENT MANAGEMENT AGREEMENT

**THIS INVESTMENT MANAGEMENT AGREEMENT** (the "Agreement") is made effective as of December 19, 2024

## **BETWEEN:**

**ATXS ASSET MANAGEMENT**, a limited partnership registered under the laws of Norway, with its registered office at Munkedamsvegen 45, 0250 Oslo (hereinafter referred to as the "Investment Manager" or "ATXS")

## **AND**

**BRIAN LEIBERMAN**, an individual investor with address at 1921 Rue Grand Trunk Montréal (hereinafter referred to as the "Investor")

## **WHEREAS:**

- A. The Investment Manager operates the ATXS Harrier Fund (the "Fund"), a systematically managed digital asset investment vehicle focusing on market-neutral strategies and cross-venue opportunities;
- B. The Investor wishes to invest in the Fund and engage the services of the Investment Manager;
- C. The Investment Manager agrees to provide investment management services to the Investor subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

## **1. APPOINTMENT AND SCOPE**

- 1.1 The Investor hereby appoints ATXS as the investment manager of the Investor's assets allocated to the Fund, and ATXS accepts such appointment.
- 1.2 The Investment Manager shall manage the Investor's investment in accordance with the Fund's systematic trading framework and investment strategy as outlined in the Fund documentation.

## **2. INVESTMENT AMOUNT AND TERMS**

2.1 Initial Investment: The Investor agrees to invest USD 10,000 (the "Initial Investment"), subject to the minimum investment requirement of USD 10,000.

## 2.2 Fees:

1. Management Fee: 2% per annum of the Net Asset Value
2. Performance Fee: 20% of the net profits, subject to High-Water Mark
3. The fees shall be calculated and charged as detailed in the Fund documentation

2.3 Lock-up Period: The Initial Investment shall be subject to a three (3) month lock-up period from the date of investment.

## 3. CUSTODY AND SECURITY

3.1 The Investment Manager shall ensure that all digital assets are held in custody with the Fund's designated custodians: Coinbase Custody and Aider AS.

3.2 Multi-signature security protocols and cold storage implementation shall be maintained in accordance with industry best practices.

## 4. REPORTING AND COMMUNICATION

4.1 The Investment Manager shall provide:

1. Monthly performance reports
2. Quarterly investor letters
3. Access to a secure investor portal
4. Annual audited financial statements

4.2 The Investment Manager shall maintain regular communication through:

1. Investment Operations ([investops@atxsgroup.com](mailto:investops@atxsgroup.com))
2. Investment Relations ([sales@atxsgroup.com](mailto:sales@atxsgroup.com))
3. Research Requests ([research@atxsgroup.com](mailto:research@atxsgroup.com))

## 5. REDEMPTIONS AND WITHDRAWALS

5.1 The Investor may request redemption of their investment by providing thirty (30) days written notice.

5.2 Redemption requests shall be processed monthly, subject to the terms and conditions specified in the Fund documentation.

## **6. RISK ACKNOWLEDGMENT**

6.1 The Investor acknowledges and accepts the risks associated with digital asset investments, including but not limited to:

1. High volatility
2. Technology risks
3. Regulatory uncertainty
4. Custody risks
5. Market manipulation risks
6. Exchange counterparty risk
7. Smart contract risk
8. Network congestion impact
9. Technology failure risks

## **7. REPRESENTATIONS AND WARRANTIES**

7.1 The Investor represents and warrants that:

1. They are a qualified and experienced investor
2. They have received and reviewed all Fund documentation
3. They understand the risks involved in digital asset investments
4. They have the authority to enter into this Agreement

7.2 The Investment Manager represents and warrants that:

1. It is duly registered and authorized to provide investment management services
2. It will act in good faith and in the best interests of the Investor
3. It will maintain appropriate risk management systems and controls

## **8. LIMITATION OF LIABILITY**

8.1 The Investment Manager shall not be liable for any losses except those resulting from gross negligence, willful misconduct, or fraud.

8.2 The Investment Manager shall not be liable for any losses arising from:

1. Market conditions or fluctuations
2. System or technology failures beyond its reasonable control
3. Acts or omissions of any custodian, exchange, or third-party service provider

## **9. CONFIDENTIALITY**

9.1 Both parties agree to maintain the confidentiality of all information shared under this Agreement, except as required by law or regulatory authorities.

## **10. TERMINATION**

10.1 This Agreement may be terminated by either party with thirty (30) days written notice, subject to the lock-up period and redemption terms.

10.2 Termination shall not affect any rights, obligations, or transactions initiated prior to the effective date of termination.

## **11. GOVERNING LAW AND JURISDICTION**

11.1 This Agreement shall be governed by and construed in accordance with the laws of Norway.

11.2 Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of Norway.

## **12. AMENDMENTS**

12.1 Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

For and on behalf of ATXS ASSET MANAGEMENT: *Vincent Matsson*

Name: Vincent Matsson  
Title: Co-Founder, Head of Trading  
Date: 19.12.2024

INVESTOR: *Brian Leiberman*  
9472-4010 Quebec Inc.  
Brian Leiberman  
Date: 12/22/2024