

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**ROBERT C. VILT** §  
§  
v. § **CASE NO. 4:23-cv-1685**  
§  
**FORIS DAX, INC. DBA CRYPTO.COM** §

**PLAINTIFF'S ORIGINAL COMPLAINT**

TO THE HONORABLE JUDGE OF SAID COURT:

Robert C. Vilt, Plaintiff herein, hereby files his Original Complaint complaining of Foris DAX, Inc. dba Crypto.com, Defendant herein, and for causes of action would respectfully show the Court as follows:

**PARTIES**

1. Robert C. Vilt is an individual who resides in Harris County, Texas and may be served with process on the undersigned legal counsel.
2. Foris DAX, Inc. dba Crypto.com is an entity formed under the laws of the State of Delaware which conducts business in the Harris County, Texas and may be served with process on its registered agent as follows:

Foris DAX, Inc. dba Crypto.com  
c/o Corporation Service Company  
211 E. 7<sup>th</sup> Street, Suite 620  
Austin, Texas 78701

**DIVERSITY JURISDICTION**

3. Where there is complete diversity of citizenship among the parties and the amount in controversy exceeds \$75,000 exclusive of interest and costs, an action may be filed in federal court. *See* 28 U.S.C. Section 1332(a). Complete diversity exists in this case because Plaintiff is

not a citizen of the same state as Defendant and this action involves an amount in controversy exceeding \$75,000 exclusive of interest and costs.

**RELEVANT FACTS**

4. The subject matter of this lawsuit is the ownership of \$2,078,722 (the “Funds”).

5. Robert C. Vilt (“Vilt” and “Plaintiff”) contacted Foris DAX, Inc. dba Crypto.com (“crypto.com” and “Defendant”) on February 21, 2023, created a crypto.com account as well as the related DeFi wallet, and funded the crypto.com account with a \$112,200 wire transfer. A redacted copy of the wire transfer documentation is attached hereto as Exhibit “1” and incorporated herein for all purposes.

6. During the period February 21, 2023 through April 28, 2023, Vilt funded his crypto.com account with a total of \$997,200 via wire transfers. A redacted copy of the wire transfers is attached hereto as the Exhibit “1” above as well Exhibits “2” through “7” respectively and incorporated herein for all purposes.

7. The funds which were wire transferred to Vilt’s crypto.com account were utilized to purchase Tether (“USDT”) which was then transferred to his DeFi wallet.

8. During the period February 21, 2023 through April 30, 2023, Vilt engaged in trading activities which culminated in a profit of \$1,081,522 thereby increasing Vilt’s DeFi wallet balance to \$2,078,722. This profit is net of the fees charged by Defendant to facilitate the trade orders. A true and correct copy of the related screenshot reflecting Vilt’s DeFi wallet balance as of April 30, 2023 is attached hereto as Exhibit “8” and incorporated herein for all purposes.

9. Vilt submitted a request to DeFi online service on April 30, 2023 to sell \$500,000 and transfer the funds to his personal bank account. A true and correct copy of the screenshot is attached hereto as Exhibit “9” and incorporated herein for all purposes.

10. Instead of following his request, DeFi online service informed Vilt that his withdrawal was not approved because his account triggered a risk control warning, his funds had been locked awaiting a reply from the risk control department, and that he would be required to pay a \$207,872 risk deposit to de-risk his account by May 05, 2023 at 00:00 or his account would be subject to irregularities. A true and correct copy of the screenshots is attached hereto as Exhibits “10” through “13” respectively and incorporated herein for all purposes.

11. To enforce their demand for \$207,872, crypto.com not only held Vilt’s DeFi wallet hostage – they seized his entire account balance of \$2,078,722 on May 01, 2023 at 11:12:37 and absconded with his funds. A true and correct copy of the related screenshots is attached hereto as Exhibits “14” and “15” respectively and incorporated herein for all purposes.

12. As of the date of filing this lawsuit, Defendant continues to have custody, care, and control of Vilt’s \$2,078,722 and refuses to return the Funds to him. A true and correct copy of the related screenshots is attached hereto as Exhibits “16” and “17” respectively and incorporated herein for all purposes.

**FIRST CAUSE OF ACTION:  
BREACH OF FIDUCIARY DUTY**

13. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraphs 1 through 12 as if set forth fully herein.

14. A fiduciary relationship exists between the parties as a result of the depositor agreement. Defendant is obligated to secure funds deposited by Plaintiff into its bank account as well as funds deposited by others into its account for Plaintiff’s benefit. This fiduciary

relationship imposes a duty on Defendant to act with the utmost good faith in the best interests of Plaintiff. Inherent in and arising from this relationship are the fiduciary duties of loyalty, integrity, candor, and good faith. Defendant breached its fiduciary duty to Plaintiff by engaging in acts and omissions alleged herein including, inter alia, refusing to transfer \$500,000 to Vilt's bank account and instead absconding with his entire DeFi account balance of \$2,078,722.

**SECOND CAUSE OF ACTION:  
BREACH OF CONTRACT**

15. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraphs 1 through 14 as if set forth fully herein.

16. To be entitled to recover based on a breach of contract cause of action, a party must prove that a valid legally binding contract exists between the parties, the contract was breached by the Defendant, Plaintiff performed or tendered performance or performance was excused, and Defendant's breach of the contract terms caused damage to Plaintiff.

17. Based on the Crypto.Com App U.S. Terms & Conditions (the "Agreement") between Plaintiff and Defendant, Defendant is holding Vilt's funds in custodia legis and is required to tender the \$500,000 to Vilt's DeFi wallet to his bank account in a timely manner. Pursuant to Addendum 1 Section 2.4, Defendant is supposed to tender the funds to Vilt's bank account within 5 business days. Instead, Defendant is attempting extort \$207,872 from Vilt, is holding his DeFi account hostage, and has absconded with his entire DeFi account balance of \$2,078,722. As such, Defendant breached the Agreement between Plaintiff and Defendant by refusing to transfer the \$500,000 to Vilt's bank account and then absconding with his entire DeFi account balance thereby refusing to abide by the terms and conditions of the Agreement between the parties which caused damage to Plaintiff – the loss of \$2,078,722. A true and correct copy of the Agreement is attached hereto as Exhibit "18" and incorporated herein for all purposes.

**THIRD CAUSE OF ACTION:  
THEFT**

18. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraphs 1 through 17 as if set forth fully herein.

19. To be entitled to recover based on a theft cause of action, a party must prove (i) plaintiff had a possessory right to property or provider of services; (ii) defendant unlawfully appropriated, secured, or stole plaintiff's property or services; (iii) the unlawful taking was made with the intent to deprive plaintiff of the property or avoid payment of services; and (iv) plaintiff sustained damages as a result of the theft.

20. Plaintiff has the possessory right to the Funds yet Defendant has unlawfully appropriated the Funds and refuses to direct the Funds to Vilt's bank account resulting in Plaintiff's actual damages in the amount of \$2,078,722 as a result of Defendant's theft of the Funds.

**FOURTH CAUSE OF ACTION:  
CONVERSION**

21. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraphs 1 through 20 as if set forth fully herein.

22. To be entitled to recover based on a conversion cause of action, a party must prove (i) plaintiff owned, possessed, or had the right to immediate possession of property; (ii) the property was personal property; (iii) defendant wrongfully exercised dominion or control over the property; and (iv) plaintiff suffered injury.

23. As stated above, Plaintiff has the possessory right to the Funds yet Defendant refuses to direct the Funds to Vilt's bank account resulting in Plaintiff's actual damages in the amount of \$2,078,722.

**DAMAGES:**  
**ACTUAL DAMAGES**

24. Plaintiff is entitled to recover his actual damages from Defendant for which it pleads in an amount of at least \$2,078,722.

**EXEMPLARY DAMAGES**

25. Plaintiff is entitled to recover its exemplary damages from Defendant for which it pleads in an amount of at least \$4,157,444.

**INTEREST**

26. Plaintiff is entitled to recover prejudgment and post-judgment interest damages from Defendant for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

**ATTORNEYS' FEES**

27. Plaintiff is entitled to recover its reasonable and necessary attorneys' fees from Defendant for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

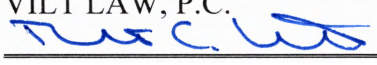
**CONDITIONS PRECEDENT**

28. All conditions precedent to Plaintiff's right to bring these causes of action have been performed, have occurred, or have been waived.

**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that, upon final hearing or trial hereof, the Court order a judgment in favor of Robert C. Vilt against Foris DAX, Inc. dba Crypto.com for his actual damages, exemplary damages, costs of court, and such other and further relief, both general and special, at law or in equity, to which Plaintiff may be entitled.

Respectfully submitted,

By: VILT LAW, P.C.  
  
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