UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

OMAR HURLOCK, on behalf of himself and all others similarly situated, Plaintiff, v. KELSIER VENTURES, KIP PROTOCOL, HAYDEN DAVIS, GIDEON DAVIS, METEORA, THOMAS DAVIS, JULIAN PEH, and BENJAMIN CHOW, Defendants.	Civil Action No. 25-cv-3891 **NOTICE OF REMOVAL** Removed From: Supreme Court of the State of New York, County of New York Index No. 651469/2025

PLEASE TAKE NOTICE that, pursuant to the Class Action Fairness Act of 2005 ("CAFA"), as codified in 28 U.S.C. §§ 1332, 1441, 1446, and 1453, Defendant Benjamin Chow hereby removes this action from the Supreme Court of the State of New York for the County of New York, to the United States District Court for the Southern District of New York, and states as follows:

PROCEDURAL HISTORY AND PLAINTIFF'S ALLEGATIONS

1. On March 17, 2025, Plaintiff Omar Hurlock—by and through his attorney Max Burwick of Burwick Law, PLLC—commenced this putative class action against the above-named Defendants in the New York Supreme Court for the County of New York, where the case was assigned Index No. 651469/2025. A true and correct copy of the Summons and Complaint ("Compl.") is attached hereto as **Exhibit A**.

2. Plaintiff filed an Affirmation of Service which claims that on April 12, 2025, a process server affixed a copy of the summons to the front door of an address believed to be Mr. Chow's residence. NYSCEF Doc. No. 13. A true and correct copy of this Affirmation of Service

is attached hereto as **Exhibit B**.

3. This is a putative class action brought on behalf of all individuals who purchased the cryptocurrency known as the $LIBRA token ("$LIBRA"). (Compl. ¶ 172). Plaintiff generally alleges that Defendants used the Meteora platform to control the majority of $LIBRA tokens while "implement[ing] inherently unfair and manipulative token distribution strategy" that "artificially controlled [$LIBRA's] price" and allowed Defendants to "discretely extract stable assets" before $LIBRA's market valuation collapsed. (*Id.* ¶¶ 3-6). Plaintiff also claims that Defendants misled purchasers about the nature and purpose of $LIBRA. (*Id.* ¶ 7).

4. Plaintiff purports to state claims for: (a) deceptive acts and false advertising in violation of New York General Business Law §§ 349 and 350; (b) negligent misrepresentation, and (c) unjust enrichment. (*See* Compl. ¶¶ 180-211). Plaintiff seeks compensatory and punitive damages, disgorgement and restitution, injunctive and equitable relief, attorneys' fees and costs, and the appointment of a receiver over Defendant Meteora. (*See id.* § VII (pp. 39-44)).

THE REQUIREMENTS FOR REMOVAL ARE MET

5. **Removal is timely.** Without conceding the sufficiency of service—and expressly reserving all rights related thereto—Mr. Chow avers that 30 days have not yet elapsed since April 12, 2025, the date that Plaintiff purports to have affixed a copy of the Summons and Complaint to the front door of an address believed to be Mr. Chow's residence. (Ex. B). Removal is therefore timely under 28 U.S.C. § 1446(b).

6. **Venue is appropriate.** With respect to venue, because the New York Supreme Court for the County of New York is located within this judicial district, this Court is the appropriate venue for removal. *See* 28 U.S.C. §§ 112(b) and 1441(a).

7. **This action is a class action.** Plaintiff purports to "bring this class action pursuant to Article 9 of the New York Civil Practice Law and Rules on behalf of all individuals who purchased $LIBRA Tokens" (Compl. ¶ 172), which satisfies the CAFA definition of a class action. 28 U.S.C. §§ 1332(d)(1)(B), 1453(a).

8. **The amount in controversy exceeds $5 million.** Plaintiff seeks, *inter alia*, disgorgement of "all profits and ill-gotten gains" acquired through alleged misconduct, including gains from "insider liquidity extraction" (Compl. § VII.B.a-b (pp. 39-40)), which Plaintiff alleges amounted to approximately $107 million. (*Id.* ¶¶ 6, 97, 105). As a result, the amount in controversy exceeds the $5 million requirement for CAFA removal. 28 U.S.C. § 1332(d)(2).

9. **Minimum diversity exists.** Removal is appropriate under CAFA if "any member of a class of plaintiffs is a citizen of a State different from any defendant" or if "any member of a class of plaintiffs is a citizen of a State and any defendant is a foreign state or a citizen or subject of a foreign state." 28 U.S.C. § 1332(d)(2)(A), (C). Here, Plaintiff claims to be a citizen of New York (Compl. ¶ 18) and alleges that Defendant Kelsier Ventures is a citizen of Delaware (*id.* ¶ 19) and Defendants KIP Protocol and Julian Peh are citizens of Singapore (*id.* ¶¶ 20, 25). In addition, Plaintiff alleges that "LIBRA Tokens were purchased by hundreds of individuals located geographically throughout the United States ***and the world***" (*id.* ¶ 173 (emphasis added)). Any foreign class members would also satisfy minimum diversity under § 1332(d)(2)(B), which allows removal when "any member of a class of plaintiffs is . . . a citizen or subject of a foreign state and any defendant is a citizen of a State." As a result, there is sufficient diversity for CAFA removal.

10. **The class is sufficiently numerous.** Plaintiff alleges that "there are hundreds of members in the proposed Class," (Compl. ¶ 173), exceeding the minimum 100 proposed members for CAFA removal. 28 U.S.C. § 1332(d)(5).

NOTICE OF RELATED CASE

11. On April 19, 2025, Max Burwick of Burwick Law, PLLC—the same attorney for Plaintiff in this removed action—filed a separate purported class action complaint in this Court that is related to this removed action. *See Jonathan Clarke* v. *Benjamin Chow*, No. 1:25-cv-03268 (JLR) (S.D.N.Y.). Although the two complaints do not have identical claims, the cases are premised on the same underlying facts and legal theories. Specifically, both cases involve cryptocurrency tokens related to the Meteora platform; allege that Defendants made false and misleading statements about the tokens, and further allege insider control of token supply and manipulation of token liquidity pools that purportedly caused harm; assert similar theories of liability (including violations of New York General Business Law §§ 349 and 350, negligent misrepresentation, and unjust enrichment); seek to assert claims on behalf of purported classes of tokenholders; and every defendant in *Clarke* is also a Defendant in this removed action (Benjamin Chow, Meteora, Hayden Davis, Gideon Davis, Thomas Davis, and Kelsier Ventures). In accordance with Rule 13 of the Rules for the Division of Business Among District Judges, and in "the interests of justice and judicial efficiency," Mr. Chow respectfully submits that this removed action should be assigned to Judge Rochon in order to coordinate scheduling and discovery for both cases.

RESERVATION OF DEFENSES AND RIGHTS

12. Mr. Chow reserves all defenses and the right to amend or supplement this Notice as necessary.

STATE COURT PLEADINGS AND NOTICE

13. Pursuant to 28 U.S.C. § 1446(a), copies of all process and pleadings are attached hereto as Exhibit A (Summons and Complaint), Exhibit B (Affirmation of Service), and Exhibit

C (docket sheet as of this filing).

14. Pursuant to 28 U.S.C. § 1446(d), a copy of this notice shall be promptly filed with the Clerk of the Supreme Court of the County of New York, and Mr. Chow shall give written notice to Plaintiff through his counsel.

Dated: May 9, 2025

Respectfully submitted,

CAHILL GORDON & REINDEL LLP

By: /s/ Samson A. Enzer

Samson A. Enzer
Edward N. Moss
Sheila C. Ramesh
Gregory Mortenson
32 Old Slip
New York, New York 10005
212-701-3125
senzer@cahill.com
emoss@cahill.com
sramesh@cahill.com
gmortenson@cahill.com

Attorneys for Benjamin Chow