

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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CORRAM HOLDINGS, LLC,

Plaintiff,

Index no.:
Date purch.:

-against-

SUMMONS

EDITH A. PARDO MEHLER a/k/a EDITH A. PARDO,
GUARD FOUNDATION a Swiss Foundation
"to be Formed" and
ROBERT BONOMO a/k/a BOB BONOMO,

Venue: CPLR §501, 503
Plaintiff's Place of Business

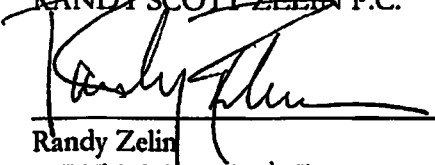
Defendants.

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TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMMONED to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance on Plaintiff's attorneys within twenty days after the service of this Summons exclusive of the day of service (or within thirty days after service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded below.

Dated: New York, New York.
December 27, 2018

RANDY SCOTT ZELIN P.C.

By: Randy Zelin
747 Third Ave., 32nd. Fl
New York, New York 10017
212.897.9100
rsz@rszpc.com
Attorneys for Plaintiff

Defendant's Address: 77 Water St. Suite 700 New York, New York 10005
647 Franklin Ave. Suite L3 Garden City, New York 11530

NOTICE: The nature of this action is for breach of contract, fraud and equitable relief.

Upon your failure to appear, judgment will be taken against you as set forth above, plus the costs and disbursements, including a reasonable attorney's fee of this Action.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X

CORRAM HOLDINGS, LLC,

Plaintiff,

Index no.:

Date purch.:

-against-

VERIFIED COMPLAINT

EDITH A. PARDO MEHLER a/k/a EDITH A. PARDO,
GUARD FOUNDATION a Swiss Foundation
“to be Formed” and
ROBERT BONOMO a/k/a BOB BONOMO

Defendants.

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Plaintiff Corram Holdings, LLC (“Corram” or “Plaintiff”), by its attorneys Randy Scott Zelin P.C. as and for its complaint against the defendants, respectfully alleges as follows:

NATURE OF THE ACTION

1. The proof shows that the defendants both individually and collectively, engaged in a fraudulent scheme to dupe Corram’s principal Jeffrey Ramson into purchasing \$150,000 of cryptographic tokens issued by defendant Guard Foundation (“Guard” and the “ICO” and The “Guard Coins”). The defendants breached the written Coin Purchase Form dated November 6, 2017 (the “CPF”) for the ICO, which CPF incorporated the “Coin Offering Terms and Conditions” dated September 5, 2018 (“COT&C”), where among other representations, defendant Edith A. Pardo Mehler a/k/a Edith A. Pardo (“Pardo”), who, upon information and belief, is an attorney admitted to practice law before the Courts of the State of New York, breached Guard’s promise to hold Corram’s \$150,000 investment in escrow. The proof likewise shows that no defendant intended to use Corram’s \$150,000 investment for the ICO. Pardo, in her capacity as an attorney, committed acts of deceit and collusion with the intent to further the defendants’ material

misrepresentations and omissions of material fact which were relied upon by Ramson on Corral's behalf, to Corram's \$150,000 detriment.

THE PARTIES

2. Plaintiff Corram is a domestic limited liability company principally engaged in the business of investing. Corram maintains its principal place of business at 150 East 58th Street, 20th Floor, New York, NY. 10155.

3. Defendant Guard Foundation was represented by the defendants, and at all times relevant to this action, was supposed to be, a Swiss Foundation created for the purpose of issuing cryptographic tokens (Guard Coins) with an office address in the County and State of New York.

4. Defendant Pardo, was, upon information and belief, and at all times relevant to this action, an attorney admitted to practice law before the Courts of the State of New York whose principal place of law practice was in the County and State of New York. At all times relevant to this Action, Pardo represented to be the principal of Guard.

5. Defendant Robert Bonomo a/k/a Bob Bonomo ("Bonomo"), was, upon information and belief and at all times relevant to this action, an individual working and residing in the State of New York. At all times relevant to this Action, Bonomo represented to have some form of principal role with the Guard.

THE NON-PARTY CORRUPT FRAUDSTER

6. At all times relevant to this Action, the defendants represented that Shaun McDonald was a principal of Guard who reported directly to Pardo. Upon information and belief, Shaun McDonald is in reality Boaz Manor, a "former Canadian hedge fund manager whose high-profile downfall culminated in a four-year jail sentence" and who "turn(ed) up under a new identity at a New York-based blockchain startup...as Shaun McDonald" (see Exhibit A).

JURISDICTION AND VENUE

7. Jurisdiction within the Supreme Court of the State of New York is appropriate pursuant to Civil Practice Law and Rules (“CPLR”) §301 and 302 as the acts complained of took place within the State and the parties reside and/or regularly conduct business in the State.

8. Venue within New York County is appropriate pursuant to CPLR §503 as plaintiff and defendants Guard and Pardo have their principal places of business in New York County.

BACKGROUND FACTS

9. Mr. Ramson is the sole member of Corram.

10. As the principal of Corram, Mr. Ramson has invested in “initial coin offerings” (“ICO”) from time-to-time.

11. In or about September 2017, Mr. Ramson was introduced to Guard through Maxim Financial Group. At that time, Mr. Ramson was specifically introduced to Pardo, Bonomo and Shaun McDonald, and Mr. Ramson was informed that Pardo was the principal of Guard, and Shaun McDonald worked for her – also in some kind of principal capacity although Shaun McDonald reported to Pardo directly. Bonomo was presented as the CEO of CG Blockchain, a related entity integral to the ICO. Mr. Ramson was further advised that Pardo was an extremely wealthy woman who, through an inheritance left to her by her deceased husband, was financing Guard.

12. Mr. Ramson was advised by Bonomo and Macdonald that Guard was planning its own ICO.

13. Shaun McDonald presented himself to Mr. Ramson as extremely knowledgeable and well connected in the cryptographic coin and ICO world.

14. Pardo and Shaun McDonald almost immediately promised Mr. Ramson access to their clients, advisors and team members.

15. Pardo and Shaun McDonald represented that Mr. Ramson could himself become an advisor to CG Blockchain, concerning ICO related activity. This representation was of particular importance to Mr. Ramson, since he was interested in becoming more involved in the cryptographic coin space and wanted to be able to present such opportunities to his own clients.

16. At the same time, the defendants, and in particular Pardo and Shaun McDonald, asked Mr. Ramson to invest in Guard's ICO.

17. In the backdrop of requesting that Mr. Ramson invest in the Guard's ICO, the defendants, and Pardo and Shaun McDonald in particular, promised Mr. Ramson access to "captains" of the ICO industry and an accelerated learning curve in the cryptographic coin space.

18. These promises were a specific inducement to Mr. Ramson to invest in Guard's ICO.

19. Through CFP executed on November 6, 2017 (Exhibit B), Corram invested \$150,000 in the Guard ICO for the purchase of the Guard Coins.

20. As Corram's \$150,000 investment in the Guard ICO was far greater than Mr. Ramson would normally have otherwise made, representations were made to Mr. Ramson to induce the investment. For example, Pardo represented to Mr. Ramson that Corram's \$150,000 investment in the ICO would be held in escrow in her attorney trust account until the Guard Coins were transferred to Corram.

21. The CFP provides that Corram's \$150,000 investment is being deposited in escrow into Pardo's attorney trust account (see Exhibit B "Wire Transfer section").

22. Almost immediately after Corram's \$150,000 in Guard's ICO, Shaun McDonald stated putting immediate pressure on Mr. Ramson to work more closely with him.

23. After Corram's \$150,000 purchase of the Guard Coins pursuant to Guard's ICO, Mr. Ramson assisted Guard in obtaining some space in Mr. Ramson's offices. Shortly thereafter, Shaun

McDonald started putting immediate pressure on Mr. Ramson to provide more space as Guard's staff, according to Shaun McDonald, was growing rapidly. Mr. Ramson took great pains to relocate his staff to accommodate Guard with the promise from Shaun McDonald that Guard would compensate Mr. Ramson's firm "extravagantly" for the inconvenience, and that Pardo would personally guarantee their payments to the landlord. Shaun McDonald then offered to hire Mr. Ramson's firm for assistance in unspecified advisory work.

24. Unfortunately, as the defendants' fraudulent scheme began to unravel, a few months later, and after repeated assurances that Guard was not moving out and there was nothing to be concerned about, the defendants moved out with no notice, leaving Mr. Ramson's firm in a vulnerable position with the landlord, ultimately forcing Mr. Ramson to relocate his firm at great and unexpected expense.

25. In or about July 2018, Shaun McDonald approached Mr. Ramson and told him that Guard was "out of money."

26. Mr. Ramson asked Shaun McDonald about Corram's \$150,000 investment in the Guard ICO. Mr. Ramson believed that Corram's \$150,000 investment was still in Pardo's escrow account.

27. Shaun McDonald avoided answering Mr. Ramson and instead offered Mr. Ramson a full-time position working with entities related to the Guard and CG Blockchain.

28. Subsequently, Mr. Ramson continued to press Shaun McDonald and Pardo for the whereabouts of Corram's \$150,000 investment in the Guard ICO, as these funds should have remained in Pardo's escrow account.

29. In or about August 2018, Shaun McDonald approached Mr. Ramson and asked for Mr. Ramson's participation regarding a number of "related entities" that the defendants had formed or were forming – for which the defendants were seeking to raise money. It started to become

apparent to Mr. Ramson that the defendants might be seeking this new funding in order to “re”-fund Guard.

30. Mr. Ramson has since learned that one of these “related” entities formed by the defendants is a Cayman Islands entity called “BCT.” Mr. Ramson neither had, nor has any idea what BCT was or is, or is of his own personal knowledge. Upon information and belief, “BCT” is a Caymans Island entity offering cryptocurrency/digital tokens and Pardo is BCT’s President (see Exhibit C SEC Form D filed on June 28, 2018 for BCT Inc. SEZC). Neither Mr. Ramson nor Corram ever agreed to do any business with, or to have Corram make any investment in BCT (or any other “related” entity formed by the defendants.

31. To date, Corram has not received the return of its \$150,000 investment despite due demand therefor (see Exhibit D by way of example)

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

32. Corram repeats, reiterates and realleges each and every allegation contained in paragraphs “1” through “31” as if more fully set forth at length herein.

33. Corram entered into a valid written agreement with defendant Guard for the purchase of cryptographic tokens (Guard Coins) (Exhibit B).

34. Corram fully performed pursuant to the CPF.

35. Corram paid valuable consideration pursuant to the CPF in the form of a \$150,000 payment.

35. Defendant Guard breached the agreement by failing to issue the cryptographic tokens (Guard Coins) to Corram despite demand therefor.

36. Defendant Guard breached the agreement by failing to return Corram’s \$150,000 investment despite demand therefor.

37. Defendant Guard breached the agreement by, upon information and belief, failing to hold Corram's \$150,000 investment in escrow.

38. By reason of the defendant Guard's breach of the agreement, Corram has been damaged in amount to be proven at the trial of this matter, but in an amount no less than One Hundred Fifty Thousand (\$150,000) Dollars, with interest thereon.

FOR A SECOND CAUSE OF ACTION
(Fraud)

39. Corram repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "38" as if more fully set forth at length herein.

40. The defendants knowingly, intentionally and willfully misrepresented material facts to Corram at the time of the ICO, such as:

- a. Guard would be a legal entity authorized to do business in the State of New York;
- b. Guard was a valid and subsisting business entity funded by Pardo;
- c. Corram's \$150,000 investment would be held in escrow in Pardo's attorney's trust account until the Guard Coins were issued to Corram;
- d. Shaun McDonald was actually Shaun McDonald – not convicted securities fraudster Boaz Manor;
- e. Corram's \$150,000 investment would be used for the Guard ICO or the funds would not be released from Pardo's attorney trust account;
- f. That the ICO was in full compliance with all United States laws, rules and regulations and did not violate United States securities laws.

41. In truth, the defendants never intended for Corram's \$150,000 investment in the Guard ICO to be used for that intended and specified purpose and the defendants knew that at the time of their representations to Mr. Ramson.

42. In truth, Pardo never intended to hold Corram's \$150,000 funds for the Guard ICO in her attorney trust account and Pardo knew that at the time of her representations to Mr. Ramson.

43. In truth, the defendants always intended to use Corram's \$150,000 for their own benefit and enjoyment and the defendants knew that at the time of their representations to Mr. Ramson.

44. In truth, Guard was never to be a valid and subsisting business entity authorized to do business in New York State and the defendants knew that at the time of their representations to Mr. Ramson.

45. In truth, the defendants always knew that the Guard ICO violated the securities laws of the United States and the defendants knew that at the time of their representations to Mr. Ramson.

46. In truth, the defendants always knew that Shaun McDonald was in fact Boaz Manor and willfully concealed this from Mr. Ramson, and the defendants knew that at the time of their representations to Mr. Ramson.

47. Mr. Ramson and therefore Corram, relied on the truth of the defendants' representations.

48. As a result of the defendant's willful misrepresentations and concealment of these material facts from Mr. Ramson, Corram has been damaged in amount to be proven at the trial of this matter, but in an amount no less than One Hundred Fifty Thousand (\$150,000) Dollars, with interest thereon.

FOR A THIRD CAUSE OF ACTION
(Violation of Judiciary Law §487)

49. Corram repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "48" as if more fully set forth at length herein.

50. Defendant Pardo, was, upon information and belief and at all times relevant to this action, an attorney admitted to practice law before the Courts of the State of New York whose principal place of law practice was the County and State of New York (see Exhibit E)

51. In Pardo's capacity as an attorney, Pardo engaged in acts of deceit and collusion with the defendants and non-party defendant Shaun McDonald a/k/a Boaz Manor, with the intent to deceive Mr. Ramson including, but not limited to:

- a. misrepresenting that Guard would be a legal entity authorized to do business in the State of New York;
- b. misrepresenting that Guard was a valid and subsisting business entity funded by Pardo;
- c. misrepresenting that Corram's \$150,000 investment would be held in escrow in Pardo' attorney's trust account until the Guard Coins were issued to Corram;
- d. misrepresenting that Shaun McDonald was actually Shaun McDonald -- rather than convicted securities fraudster Boaz Manor;
- e. misrepresenting that Corram's \$150,000 investment would be used for the Guard ICO or the funds would not be released from Pardo's attorney trust account;
- f. misrepresenting that that the ICO was in full compliance with all United States laws, rules and regulations and did not violate United States securities laws.

52. Mr. Ramson and therefore Corram, relied on the truth of Pardo's representations, particularly since Pardo was acting as an attorney.

53. As a result of Pardo's acts of deceit and collusion with the defendants and non-party defendant Shaun McDonald a/k/a Boaz Manor, with the intent to deceive Mr. Ramson, Corram has been damaged in amount to be proven at the trial of this matter, but in an amount no less than One Hundred Fifty Thousand (\$150,000) Dollars trebled, with interest thereon.

**FOR A FOURTH CAUSE OF ACTION
(Injunctive Relief)**

54. Corram repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "53" as if more fully set forth at length herein.

55. Corram has demonstrated a likelihood of success on the merits.

56. The defendants have engaged in unlawful acts in violation of Corram's rights.

57. As a direct result of the defendants' unlawful acts, any judgment obtained by Corram will have been thereby rendered ineffectual unless injunctive relief is ordered.

56. Corram has demonstrated that it will suffer irreparable injury and harm in the absence of injunctive relief.

57. The equities, on balance, favor Corram over the defendants.

**FOR A FIFTH CAUSE OF ACTION
(Order of Attachment)**

58. Corram repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "57" as if more fully set forth at length herein.

59. Corram has demonstrated a likelihood of success on the merits, including for purposes of this cause of action, a money judgment.

60. Upon information and belief, Guard has no authority to do business in the State of New York.

61. Guard is a Swiss entity, if it is an entity at all (see Exhibit B).

62. BCT is a Cayman Island entity with a Cayman Islands address, signed off by Pardo (see Exhibit C).

63. Pardo has ties to Israel (see Exhibit C).

64. Pardo has ties to the Cayman Islands (see Exhibit D).

65. Shaun McDonald a/k/a Boaz Manor has ties to Canada (see Exhibit A).

66. Therefore, an order of attachment is appropriate to prevent the defendants from secreting Corram's \$150,000 investment out of New York and perhaps out of the United States.

FOR A SIXTH CAUSE OF ACTION
(Piercing the Corporate Veil)

67. Corram repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "66" as if more fully set forth at length herein.

68. Pardo, acting individually and in concert with Bonomo and Shaun McDonald a/k/a Boaz Manor, exercised complete dominion and control over Guard in order to perpetrate and further the defendants' fraudulent scheme against Corram.

69. Pardo, acting individually and in concert with Bonomo and Shaun McDonald a/k/a Boaz Manor, treated Guard as her (and their) alter-ego.

70. Pardo, acting individually and in concert with Bonomo and Shaun McDonald a/k/a Boaz Manor, conducted the business of Guard with a complete disregard for corporate formalities.

71. As a result, any corporate form enjoyed by Guard should be disregarded and liability for Guard's purported corporate conduct should lie with Pardo and Bonomo individually.

WHEREFORE, plaintiff Corram Holdings, LLC prays for the following relief:

- a. On the First and Second Causes of Action, in an amount to be proven at the trial of this matter, but in an amount no less than One Hundred Fifty Thousand (\$150,000) Dollars on each cause of action;
- b. On the Third Cause of Action, in an amount to be proven at the trial of this matter, but in an amount no less than One Hundred Fifty Thousand (\$150,000) Dollars trebled;
- c. An award of interest from November 6, 2017;
- d. On the Fourth Cause of Action, an award of injunctive relief;
- e. On the Fifth Cause of Action, an Order of Attachment;

f. On the Sixth Cause of Action, that Guard's corporate veil be pierced and that Guard's liability lie with Pardo and Bonomo individually;

g. A reasonable attorney's fee together with the costs and disbursements of this Action, as may be permitted by statute or by the parties' agreement;

h. And for such other relief as to this Court may seem just and proper.

Dated: New York, New York
December 26, 2018

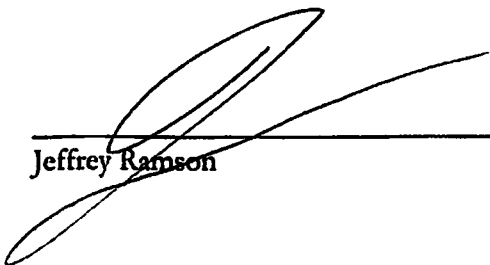


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VERIFICATION

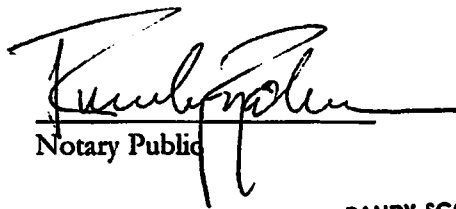
Jeffrey Ramson, being duly sworn, deposes and says:

1. I am sole member of plaintiff Corram Holdings, LLC.
2. I have read the foregoing Complaint and know its contents.
3. The statements contained in the Complaint are true, based upon my own personal knowledge, except where I state that my knowledge is based upon my information and belief; in which I case I believe the matters asserted to be true.
4. I offer this verification on behalf of the plaintiff as it is a limited liability company and I am its sole member.



Jeffrey Ramson

Sworn to before me
this 27 day of December 2018



Notary Public

RANDY SCOTT ZELIN
NOTARY PUBLIC-STATE OF NEW YORK
 No. 02ZE6326667
 Qualified in New York County
 My Commission Expires June 22, 2019