

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Civil Action No. _____

CARLOS MARTINANGELI, an individual,
Plaintiff,

v.

AKERMAN, LLP, a Florida limited liability partnership;
EVAN KAUFMAN, an individual;
EDWARD LOVETTE, an individual;
POINT144 VENTURE CAPITAL, a foreign company; and
BANK OF AMERICA, N.A., a national banking association;
Defendants.

_____ /

COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

Plaintiff CARLOS MARTINANGELI, an individual (hereafter referred to as “Plaintiff”), by and through undersigned counsel, hereby sues Defendants AKERMAN, LLP, a Florida limited liability partnership (“AKERMAN” or “The Law Firm”); EVAN KAUFMAN, an individual (“KAUFMAN”) (AKERMAN and KAUFMAN hereafter collectively referred to as “the AKERMAN Defendants”); EDWARD LOVETTE, an individual (“LOVETTE”); POINT144 VENTURE CAPITAL, a foreign company (“POINT144”); and BANK OF AMERICA, N.A., a national banking association; for damages and equitable relief. As grounds therefor, Plaintiff alleges the following:

PRELIMINARY STATEMENT

1. This action arises from a fraudulent scheme that sought to, and ultimately did, steal One Million Three Hundred Ten Thousand Dollars (\$1,310,000.00) from Plaintiff.
2. KAUFMAN, through his position as an attorney at AKERMAN -- one of Florida’s largest and most reputable law firms -- provided Plaintiff investment advisory consultation and services. Those services included introducing Plaintiff to a client of AKERMAN’s (EDWARD

SILVER MILLER

LOVETTE), whom KAUFMAN claimed to be his business partner, for the purpose of investing in a variety of cryptocurrencies.

3. Plaintiff, based on KAUFMAN's representations and advice, wired \$1,310,000.00 to a BofA bank account purportedly maintained by a business entity represented to be controlled by LOVETTE, KAUFMAN's alleged partner, thusly:

DATE OF WIRE TRANSFER	BANK OF AMERICA ACCOUNT TO WHICH FUNDS WERE WIRED	AMOUNT TRANSFERRED
December 11, 2017	***1665	\$850,000.00
December 11, 2017	***1665	\$150,000.00
December 12, 2017	***1665	\$100,000.00
December 29, 2017	***1665	\$200,000.00
February 14, 2018	***1665	\$10,000.00
TOTAL		\$1,310,000.00

4. Just a few short months after Plaintiff had wired his funds, the \$1,310,000.00 in cryptocurrency purchased with those funds were stolen from Plaintiff by LOVETTE.

5. KAUFMAN and LOVETTE, individually and through their business entities, set the scheme in motion by inducing Plaintiff to invest funds with false and intentionally misleading representations about who LOVETTE is, how trustworthy LOVETTE is, and what LOVETTE's connections to both KAUFMAN and AKERMAN were.

6. As a result of Defendants' negligent and/or fraudulent behavior, Plaintiff has suffered grave economic harm for which he seeks compensatory relief.

PARTIES, JURISDICTION AND VENUE

THE PARTIES

Plaintiff

7. Plaintiff CARLOS MARTINANGELI is a citizen of Argentina, is a part-time resident of Miami-Dade County, Florida, and is *sui juris*.

Defendants

8. Defendant AKERMAN, LLP is a Florida limited liability partnership with its headquarters in Miami-Dade County, Florida. As touted on its website, AKERMAN has “*more than 700 lawyers and business professionals across 24 offices,*” including an office in Naples, Florida.

9. Defendant EVAN KAUFMAN is an individual domiciled in Collier County, Florida, is a citizen of the state of Florida, and is *sui juris*. Defendant KAUFMAN is, and at all times material hereto was, an attorney employed by AKERMAN in its Naples, Florida office.

10. Defendant EDWARD LOVETTE is an individual who, at times material hereto, was domiciled in Palm Beach County, Florida. He is a citizen of the state of Florida and is *sui juris*.

11. Defendant POINT144 VENTURE CAPITAL (“POINT144”) is a foreign company owned, operated, and controlled by Defendant LOVETTE. Upon information and belief, POINT144 is wholly owned, operated, and entirely dominated by LOVETTE, who has operated the business while ignoring all corporate formalities and using the company as a mere instrumentality for his personal interests in an attempt to shield himself from personal liability for his wrongful conduct. The company does not exist separate or apart from LOVETTE and is merely a pass-through entity from which LOVETTE takes all profits. Moreover, it is believed that LOVETTE formed POINT144 for fraudulent purposes as a tool to undertake the investment scheme he enacted upon Plaintiff, if not other investors as well.

12. Defendant BANK OF AMERICA, N.A. (“BoFA”) is a national banking association with its headquarters and principal place of business in Charlotte, North Carolina. Among other things, BoFA is engaged in the business of providing retain banking services to consumers. BoFA operates banking centers, and thus conducts business, throughout the state of Florida (including in this district) and the United States.

Other Liable Persons/Entities

13. In addition to Defendants, there are likely other parties who may be liable to Plaintiff, but about whom Plaintiff currently lacks specific facts to permit him to name these persons or entities as party defendants. By not naming such persons or entities at this time, Plaintiff is not waiving his right to amend this pleading to add such parties, should the facts warrant adding such parties.

JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 because the amount in controversy exceeds Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest, costs and attorneys’ fees, and is an action between citizens of different states.

15. This Court has personal jurisdiction over Defendants because they: (a) operate, conduct, engage in and/or do business within this jurisdiction; (b) committed a tort in this jurisdiction; and/or (c) reside in this jurisdiction.

16. Venue of this action is proper in this Court pursuant to 28 U.S.C. § 1391 because at least one Defendant resides in this jurisdiction and the causes of action accrued in this jurisdiction.

GENERAL FACTUAL ALLEGATIONS

17. On or about November 29, 2017, Plaintiff contacted Gonzalo Perez-Verdia, his financial advisor at Citi Personal Wealth Management (Weston, Florida office) -- a division of Citigroup Global Markets Inc. -- and asked him to invest a portion of his portfolio into cryptocurrencies.

18. Mr. Perez-Verdia (“Perez-Verdia”) informed Plaintiff that Citi Personal Wealth Management did not have the ability to purchase cryptocurrencies at that time.

19. On Plaintiff’s behalf, Perez-Verdia contacted KAUFMAN based on his past experience that KAUFMAN, through his position at AKERMAN, provided cryptocurrency investment advisory services and could do the same for Plaintiff.

20. As noted above, KAUFMAN is an attorney in AKERMAN’s Naples, Florida office. According to a professional biography AKERMAN published on its website to promote KAUFMAN’s qualifications and the AKERMAN Defendants’ ability to service clients’ needs, KAUFMAN “has experience with all facets of estate planning and estate administration, as well as investment advisory and insurance consulting services.” In addition, KAUFMAN’s biography on the AKERMAN website represents that he has expertise in “Privacy, Cybersecurity, and Emerging Technologies.”

21. Perez-Verdia and KAUFMAN spoke on or about November 29, 2017, and KAUFMAN confirmed at that time that he would be able to provide Plaintiff investment advisory services.

22. KAUFMAN told Perez-Verdia to instruct Plaintiff to call KAUFMAN directly and that KAUFMAN was expecting his call and had confirmed that he could help.

23. On or about November 30, 2017, Plaintiff contacted KAUFMAN.

24. During their initial conversation, KAUFMAN confirmed that Plaintiff would be in good hands, enthusiastically endorsed Plaintiff investing his money into cryptocurrencies, and advised Plaintiff that investing in cryptocurrencies was a great idea.

25. KAUFMAN further represented that he would introduce Plaintiff to his business partners, which would provide the best avenue for Plaintiff to invest in cryptocurrencies.

26. KAUFMAN represented to Plaintiff that KAUFMAN had assisted many AKERMAN clients, and provided them professional services, in a manner identical to the services requested by Plaintiff.

27. In providing Plaintiff the recommended investment opportunity and professional services discussed, KAUFMAN was acting within the scope of his employment at AKERMAN by providing investment advisory consulting services -- specifically in the emerging field of cryptocurrency investing -- just as he had purportedly done for multiple AKERMAN clients before Plaintiff.

28. KAUFMAN introduced Plaintiff to LOVETTE, a South Florida resident who was an AKERMAN client for whom KAUFMAN and other attorneys at AKERMAN had provided their professional services in the cryptocurrency environment both inside and outside the United States.

29. Upon information and belief, AKERMAN attorneys had assisted LOVETTE in creating several offshore entities outside the United States to allow LOVETTE to conduct some of his investments and business operations beyond the reach of U.S. tax authorities.

30. Operating offshore entities to hide money in international accounts to avoid paying taxes and house stolen funds is a crime. Upon information and belief, LOVETTE failed to properly report to U.S. tax authorities certain income he made in the United States or the existence of his offshore accounts; and those who do not comply with reporting requirements are breaking the law.

31. Despite this, KAUFMAN -- and thus AKERMAN -- represented to Plaintiff that LOVETTE was qualified, that the commissions to be charged to Plaintiff were appropriate, and that Plaintiff could trust LOVETTE to safely store the cryptocurrency assets Plaintiff would be purchasing.

32. KAUFMAN -- and thus AKERMAN -- further represented to Plaintiff that KAUFMAN would remain involved with the investment, oversee its performance, and would remain in contact with Perez-Verdia about Plaintiff's investment.

33. Based upon the representations made to him, Plaintiff had no reason not to follow KAUFMAN's specific instructions and did exactly what KAUFMAN told him to do.

34. On or about December 3, 2017 and thereafter, Plaintiff -- on the advice, recommendation, and representation that KAUFMAN was business partners with LOVETTE as well as the other representations made by KAUFMAN to Plaintiff -- spoke with and engaged LOVETTE.

35. LOVETTE confirmed to Plaintiff LOVETTE's business relationship with KAUFMAN and AKERMAN.

36. Based exclusively on KAUFMAN's -- and thus AKERMAN's -- advice and endorsement of LOVETTE and his history with AKERMAN, Plaintiff instructed Perez-Verdia to wire \$1,310,000.00 of Plaintiff's funds to a corporate bank account at BANK OF AMERICA, N.A. using wire instructions provided by LOVETTE, with those funds to be used for the investments and commissions.

37. Prior to Perez-Verdia wiring the \$1,310,000.00 to LOVETTE on behalf of the Plaintiff, Perez-Verdia confirmed with KAUFMAN -- and thus AKERMAN -- on Plaintiff's behalf, the above representations. KAUFMAN likewise confirmed to Perez-Verdia the representations KAUFMAN made to Plaintiff, reiterating that AKERMAN frequently performs these types of investment advisory services and has used LOVETTE for that purpose on several occasions.

38. Over the course of multiple December 2017 - February 2018 wire transfers from Plaintiff's Citibank bank account to the BofA bank account believed to be managed by LOVETTE and his business entities, Plaintiff's \$1,310,000.00 was transferred to fund Plaintiff's investments and pay the commissions for the services being provided to Plaintiff.

39. The routing number used for each of the above-listed payments (#026009593) is a routing number used by BofA to receive wire transfers.

40. As promised, following the initial wire transfer, KAUFMAN spoke with Perez-Verdia about the investments and account status.

41. From December 2017 to February 2018, a diverse assortment of cryptocurrencies (bitcoin, Litecoin, Ethereum Classic) valued at the time at \$1,310,000.00 (minus professional service commissions) were allegedly purchased for Plaintiff's benefit.

42. In June 2018, LOVETTE solicited Plaintiff to invest \$500,000.00 or more in an Initial Coin Offering (ICO) pre-sale for a company named Edgewater Markets LLC, which purported to leverage its proprietary technology, business processes, and institutional trading expertise with the launch of a new cryptocurrency called Edgewater Coin.

43. Upon information and belief, KAUFMAN is associated with Edgewater Markets LLC through his Florida limited liability company Edgewater Research, LLC, of which KAUFMAN is the Registered Agent and sole Manager.

44. KAUFMAN never disclosed any conflict-of-interest to either Plaintiff or Plaintiff's representative, Perez-Verdia.

45. Approximately one month later (July 2018), Plaintiff learned that all of his money had been stolen.

46. Upon information and belief, LOVETTE converted the investment funds for himself and has absconded with Plaintiff's \$1,310,000.00.

47. Since the theft of his assets, Plaintiff has learned that LOVETTE has a history of criminal convictions, including convictions for grand larceny, petit larceny, and possession of stolen property.

48. Upon information and belief, multiple lawyers at AKERMAN have long-standing relationships with LOVETTE and knew of his criminal convictions.

49. Had Plaintiff been informed by the AKERMAN Defendants that LOVETTE had a history of criminal convictions for theft of property -- which was the exact opposite of KAUFMAN's representations that LOVETTE was reliable and could be trusted to properly invest and safeguard Plaintiff's finances and cryptocurrency assets -- Plaintiff would not have transferred any of his funds to either LOVETTE or any entity with which he was purportedly connected.

50. Plaintiff has further learned since the theft of his assets that the name of the LOVETTE-related business to which Plaintiff's funds were wired at BofA is not, in fact, the name of the accountholder on that bank account.

51. Upon information and belief, lawyers at AKERMAN knew or should have known that the name of the accountholder on the account at BofA was not a company to which LOVETTE was related.

52. Had Plaintiff been timely informed by the AKERMAN Defendants, LOVETTE, or BofA that the name of the payee to whom he had directed the wire transfer of his \$1,310,000.00 was not, in fact, the name of the holder of that BofA bank account, Plaintiff would not have authorized the funds transfers.

53. Plaintiff has attempted to contact LOVETTE and KAUFMAN to discuss the theft of his assets.

54. Plaintiff has been unsuccessful in his efforts both to reach LOVETTE to discuss the matter and to recovery his stolen funds.

55. Additionally, when contacted by Plaintiff to discuss the disappearance of the alleged cryptocurrency assets in which Plaintiff had invested upon KAUFMAN's representations of security and trust, KAUFMAN denied his relationship with LOVETTE and retracted several of the representations he had made to Plaintiff just a few months prior.

56. When pressed by Plaintiff for details on what had happened and where LOVETTE could be found, KAUFMAN fell silent and has refused to communicate with Plaintiff.

57. Moreover, when Plaintiff contacted Perez-Verdia to inquire what had happened to Plaintiff's investment, Perez-Verdia informed Plaintiff that KAUFMAN had instructed Perez-Verdia to not speak with Plaintiff about the matter.

58. At all times relevant hereto, KAUFMAN held himself out as an attorney employed by AKERMAN in providing investment advisory consulting services -- specifically in the emerging field of cryptocurrency investing -- which is inherently within the scope of his employment with AKERMAN and is within the scope of AKERMAN's business.

59. At all times relevant hereto, KAUFMAN was acting within the scope of his authority as an attorney employed by AKERMAN; and Plaintiff was not aware of, and had no reason to be aware of, any limitation on KAUFMAN's authority to act on AKERMAN's behalf.

60. Unfortunately, KAUFMAN's representations and recommendations to Plaintiff were not made in Plaintiff's best interests.

61. Upon information and belief, KAUFMAN was utilizing his position at AKERMAN and leveraging the firm's strong reputation to endorse investments through his purported business partner LOVETTE and his association with business entities in which he and/or LOVETTE held an interest.

62. As a result of the breaches, misrepresentations, and negligent services rendered by Defendants, Plaintiff has suffered damages, including but not limited to:

- (a) One Million Three Hundred Thousand Dollars (\$1,310,000.00) in principal;
- (b) Lost profits;
- (c) Interest; and
- (d) Costs and Expenses.

Plaintiff will be prepared to demonstrate his damages more fully in an amount that will be proven at trial.

63. Plaintiff duly performed all of his duties and obligations, and any conditions precedent to Plaintiff bringing this action have occurred, have been performed, or else have been excused or waived.

64. To enforce his rights, Plaintiff has retained undersigned counsel and is obligated to pay counsel a reasonable fee for its services.

COUNT I – FRAUDULENT INDUCEMENT
[AGAINST AKERMAN, KAUFMAN, LOVETTE, AND POINT144]

Plaintiff re-alleges, and adopts by reference herein, Paragraphs 1 - 64 above, and further alleges:

65. Between November 2017 and December 2017, KAUFMAN -- as an employee of AKERMAN during the course of, and in the scope of, his employment -- made multiple representations and statements to Plaintiffs, including but not limited to the following:

- (a) KAUFMAN was business partners with LOVETTE;
- (b) Plaintiff would be wise to invest funds in cryptocurrency;
- (c) LOVETTE was qualified to facilitate Plaintiff's investments in cryptocurrency;
- (d) The fees to be charged to Plaintiff in connection with his investments in cryptocurrency were appropriate;
- (e) Plaintiff could trust LOVETTE to safely manage or oversee the cryptocurrency assets Plaintiff would be purchasing; and
- (f) KAUFMAN would remain involved with the investment, oversee its performance, and would remain in contact with Perez-Verdia about Plaintiff's investment.

66. LOVETTE confirmed to Plaintiff the above-referenced representations.

67. While making the above-referenced representations to Plaintiff, KAUFMAN purposely withheld from him the following:

- (a) KAUFMAN held an interest in a business entity named Edgewater Research, LLC;

- (b) KAUFMAN would disavow the existence of any relationship between himself and LOVETTE if anything should go wrong with Plaintiff's investments;
- (c) LOVETTE has a history of criminal convictions for theft of property; and
- (d) KAUFMAN would obstruct Plaintiff's efforts to recover his lost assets if anything should go wrong with Plaintiff's investments.

68. Likewise, LOVETTE purposely withheld from Plaintiff the following:

- (a) POINT144 was a fraudulently created entity;
- (b) The wire instructions provided to Plaintiff instructed Plaintiff to have his funds paid to a business entity that was not tied to the BofA bank account to which Plaintiff's funds were wired;
- (c) LOVETTE has a history of criminal convictions for theft of property; and
- (d) LOVETTE would obstruct Plaintiff's efforts to recover his lost assets if anything should go wrong with Plaintiff's investments.

69. Plaintiff relied on the above-listed material misrepresentations and omissions of material fact in deciding to entrust his funds to LOVETTE.

70. Contrary to the representations made to Plaintiff, LOVETTE could not be trusted to safely manage or oversee the cryptocurrency assets in which Plaintiff invested.

71. Moreover, KAUFMAN has provided evasive responses to Plaintiff's inquiries and demands for repayment.

72. KAUFMAN -- as an employee of AKERMAN during the course of, and in the scope of, his employment -- made the misrepresentations under circumstances where he: (a) knew the representations were false, (b) should have known the representations were false, or (c) made the representations without knowing whether they were true or false.

73. KAUFMAN and LOVETTE intended to induce Plaintiff into sending his funds to LOVETTE by making these material misrepresentations and omissions, thereby causing Plaintiff to rely upon those statements and omissions of material fact.

74. Plaintiff reasonably and justifiably relied on KAUFMAN's and LOVETTE's statements and omissions of material facts.

75. As a direct and proximate result of Plaintiff's reliance on the statements and omissions of material facts made by KAUFMAN -- as an employee of AKERMAN during the course of, and in the scope of, his employment -- and by LOVETTE, Plaintiff suffered damage.

76. AKERMAN, as KAUFMAN's employer, is vicariously liable for KAUFMAN's tortious acts because KAUFMAN committed those acts during the course of, and in the scope of, his employment.

77. Moreover, AKERMAN is vicariously liable for KAUFMAN's tortious acts because AKERMAN, as KAUFMAN's employer and principal, placed KAUFMAN, as its employee and agent, in a position of trust and confidence -- a position from which certain professional duties owed to Plaintiff were breached.

78. KAUFMAN was acting at least in part to serve the interests of his employer (AKERMAN) when he committed the tortious acts identified herein. Specifically, KAUFMAN was acting as an agent, as well as using the trust, power, and authority of the position granted to him by AKERMAN, while he interacted with Plaintiff. Simultaneously, KAUFMAN used that same power and authority to gain Plaintiff's confidence and trust, which he then used to Plaintiff's detriment.

79. By using his position at AKERMAN and the trust, power, and authority of the position conferred upon him by AKERMAN, KAUFMAN purported to act and speak on AKERMAN's behalf when he committed the tortious acts alleged herein.

80. Similarly, POINT144 is liable for LOVETTE's tortious acts because LOVETTE committed those acts during the course of, and in the scope of, his position as a representative of POINT144.

81. Moreover, upon information and belief, there exists, and at all times material hereto existed, a unity of interest and ownership between and among POINT144 and LOVETTE, such that any individuality and/or separateness between them has ceased to exist.

82. Upon information and belief, POINT144 was a mere shell, instrumentality, and conduit through which LOVETTE carried on business for his primary, if not sole, benefit. POINT144 was and is controlled, dominated, and operated by LOVETTE as his individual businesses and alter ego. KAUFMAN and AKERMAN knew that POINT144 was a mere shell, instrumentality, and conduit through which LOVETTE carried on business.

83. Upon information and belief, POINT144 and LOVETTE have intermingled their assets and obtained professional assistance from other Defendants to suit their convenience and to evade U.S. regulations, liability to defraud Plaintiff as an investor in cryptocurrency, payment of taxes, and other legitimate obligations.

WHEREFORE, Plaintiff CARLOS MARTINANGELI, an individual, demands entry of a judgment against Defendants AKERMAN, LLP, a Florida limited liability partnership; EVAN KAUFMAN, an individual; EDWARD LOVETTE, an individual; POINT 144 VENTURE CAPITAL, a foreign company; for damages, including principal, interest, lost profits, expenses, and any other relief the Court deems proper.

COUNT II – NEGLIGENT MISREPRESENTATIONS
[AGAINST AKERMAN, KAUFMAN, LOVETTE, AND POINT144]

Plaintiff re-alleges, and adopts by reference herein, Paragraphs 1 - 64 above, and further alleges:

84. Between November 2017 and December 2017, KAUFMAN -- as an employee of AKERMAN during the course of, and in the scope of, his employment -- made multiple representations and statements to Plaintiffs, including but not limited to the following:

- (a) KAUFMAN was business partners with LOVETTE;
- (b) Plaintiff would be wise to invest funds in cryptocurrency;

- (c) LOVETTE was qualified to facilitate Plaintiff's investments in cryptocurrency;
- (d) The fees to be charged to Plaintiff in connection with his investments in cryptocurrency were appropriate; and
- (e) Plaintiff could trust LOVETTE to safely manage or oversee the cryptocurrency assets Plaintiff would be purchasing; and
- (f) KAUFMAN would remain involved with the investment, oversee its performance, and would remain in contact with Perez-Verdia about Plaintiff's investment.

85. LOVETTE confirmed to Plaintiff the above-referenced representations.

86. While making the above-referenced representations to Plaintiff, KAUFMAN purposely withheld from him the following:

- (a) KAUFMAN held an interest in a business entity named Edgewater Research, LLC;
- (b) KAUFMAN would disavow the existence of any relationship between himself and LOVETTE if anything should go wrong with Plaintiff's investments;
- (c) LOVETTE has a history of criminal convictions for theft of property; and
- (d) KAUFMAN would obstruct Plaintiff's efforts to recover his lost assets if anything should go wrong with Plaintiff's investments.

87. Likewise, LOVETTE purposely withheld from Plaintiff the following:

- (a) POINT144 was a fraudulently created entity;
- (b) The wire instructions provided to Plaintiff instructed Plaintiff to have his funds paid to a business entity that was not tied to the BofA bank account to which Plaintiff's funds were wired;
- (c) LOVETTE has a history of criminal convictions for theft of property; and
- (d) LOVETTE would obstruct Plaintiff's efforts to recover his lost assets if anything should go wrong with Plaintiff's investments.

88. Plaintiff relied on the above-listed material misrepresentations and omissions of material fact in deciding to entrust his funds to LOVETTE.

89. Contrary to the representations made to Plaintiff, LOVETTE could not be trusted to safely manage or oversee the cryptocurrency assets in which Plaintiff invested.

90. Moreover, KAUFMAN has provided evasive responses to Plaintiff's inquiries and demands for repayment.

91. KAUFMAN -- as an employee of AKERMAN during the course of, and in the scope of, his employment -- made the misrepresentations under circumstances where he: (a) knew the representations were false, (b) should have known the representations were false, or (c) made the representations without knowing whether they were true or false.

92. KAUFMAN and LOVETTE intended to induce Plaintiff into sending his funds to LOVETTE by making these material misrepresentations and omissions, thereby causing Plaintiff to rely upon those statements and omissions of material fact.

93. Plaintiff reasonably and justifiably relied on KAUFMAN's and LOVETTE's statements and omissions of material facts.

94. As a direct and proximate result of Plaintiff's reliance on the statements and omissions of material facts made by KAUFMAN -- as an employee of AKERMAN during the course of, and in the scope of, his employment -- and by LOVETTE, Plaintiff suffered damage.

95. AKERMAN, as KAUFMAN's employer, is vicariously liable for KAUFMAN's tortious acts because KAUFMAN committed those acts during the course of, and in the scope of, his employment.

96. Moreover, AKERMAN is vicariously liable for KAUFMAN's tortious acts because AKERMAN, as KAUFMAN's employer and principal, placed KAUFMAN, as its employee and agent, in a position of trust and confidence -- a position from which certain professional duties owed to Plaintiff were breached.

97. KAUFMAN was acting at least in part to serve the interests of his employer (AKERMAN) when he committed the tortious acts identified herein. Specifically, KAUFMAN was acting as an agent, as well as using the trust, power, and authority of the position granted to him by AKERMAN, while he interacted with Plaintiff. Simultaneously, KAUFMAN used that same power and authority to gain Plaintiff's confidence and trust, which he then used to Plaintiff's detriment.

98. By using his position at AKERMAN and the trust, power, and authority of the position conferred upon him by AKERMAN, KAUFMAN purported to act and speak on AKERMAN's behalf when he committed the tortious acts alleged herein.

99. Similarly, POINT144 is liable for LOVETTE's tortious acts because LOVETTE committed those acts during the course of, and in the scope of, his position as a representative of POINT144.

100. Moreover, upon information and belief, there exists, and at all times material hereto existed, a unity of interest and ownership between and among POINT144 and LOVETTE, such that any individuality and/or separateness between them has ceased to exist.

101. Upon information and belief, POINT144 was a mere shell, instrumentality, and conduit through which LOVETTE carried on business for his primary, if not sole, benefit. POINT144 was and is controlled, dominated, and operated by LOVETTE as his individual businesses and alter ego.

102. Upon information and belief, POINT144 and LOVETTE have intermingled their assets and obtained professional assistance from other Defendants to suit their convenience and to evade U.S. regulations, liability to defraud Plaintiff as an investor in cryptocurrency, payment of taxes, and other legitimate obligations.

WHEREFORE, Plaintiff CARLOS MARTINANGELI, an individual, demands entry of a judgment against Defendants AKERMAN, LLP, a Florida limited liability partnership; and EVAN

KAUFMAN, an individual; EDWARD LOVETTE, an individual; POINT 144 VENTURE CAPITAL, a foreign company; for damages, including principal, interest, lost profits, expenses, and any other relief the Court deems proper.

COUNT III – NEGLIGENT RETENTION AND SUPERVISION
[AGAINST DEFENDANT AKERMAN]

Plaintiff re-alleges, and adopts by reference herein, Paragraphs 1 - 64 above, and further alleges:

103. This is an action seeking damages based upon AKERMAN's negligent retention and supervision of its employees and agents, including KAUFMAN.

104. At all times material hereto, AKERMAN knew or should have known that its employees and agents, including KAUFMAN, were engaging in activities that were improper and illegal, including but not limited to:

- (a) Making false representations of reliability and trust;
- (b) Recommending investment transactions that were not properly vetted and which bore certain inherent risks that were not disclosed to the person(s) to whom the advice was rendered; and
- (c) Misrepresenting relationships with AKERMAN clients in the course of rendering professional services in a manner that falsely induced unsuspecting victims into engaging in harmful financial transactions.

105. AKERMAN had an obligation to investigate and monitor its employees' and agents' activities; and had it conducted even a reasonably diligent investigation, AKERMAN would have discovered that its employees and agents (including KAUFMAN) were, in fact, rendering harmful advice and substandard professional services to Plaintiff.

106. AKERMAN had a duty to take steps to prevent or rectify the improper activities and conduct of its employees and agents to safeguard the interests of those such as Plaintiff; and AKERMAN failed to properly discharge that duty.

107. It was foreseeable that KAUFMAN, as a supervised attorney employed by AKERMAN to render to clients investment advisory consulting services -- specifically in the emerging

but only loosely overseen field of cryptocurrency investing -- might engage in professional misconduct in course of exercising those professional responsibilities.

108. Rather than discharge its duties in a reasonable manner, AKERMAN turned a blind eye to, or failed to exercise reasonable means to discovery and correct, active misconduct and negligence on the part of its employees and agents.

109. As a direct and proximate result of the negligent retention and supervision of its employees, agents, and others by AKERMAN, Plaintiff suffered damages for which AKERMAN is liable.

WHEREFORE, Plaintiff CARLOS MARTINANGELI, an individual, demands entry of a judgment against Defendant AKERMAN, LLP, a Florida limited liability partnership; for damages, including principal, interest, lost profits, expenses, and any other relief the Court deems proper.

**COUNT IV – IMPOSITION OF A CONSTRUCTIVE TRUST
AND DISGORGEMENT OF FUNDS
[AGAINST BANK OF AMERICA]**

Plaintiff re-alleges, and adopts by reference herein, Paragraphs 1 - 64 above, and further alleges:

110. LOVE'TTE and POINT144 are the beneficiaries of funds and cryptocurrency assets that were wrongfully misappropriated, converted, and stolen from Plaintiff.

111. Upon information and belief, BofA holds some or all of the funds wrongfully taken from Plaintiff.

112. BofA should have held all funds wired by Plaintiff once BofA learned that the wire was being sent, or had been sent, to a payee whose name was undeniably different from the name of the accountholder on the BofA account to which the funds were wired.

113. Any and all monies being held by BofA must be held in trust for Plaintiff's benefit, as LOVE'TTE and POINT144 are not entitled to the benefit of wrongfully misappropriated, converted, and stolen funds and cryptocurrency assets that were taken from Plaintiff.

114. Any and all funds held by BofA must be disgorged to Plaintiff's benefit, as LOVETTE and POINT144 are not entitled to the benefit of wrongfully misappropriated, converted, and stolen funds and cryptocurrency assets that were taken from Plaintiff.

WHEREFORE, Plaintiff CARLOS MARTINANGELI, an individual, demands imposition of a constructive trust to be effectuated by Defendant BANK OF AMERICA, N.A., a national banking association; and full disgorgement of all funds in BANK OF AMERICA, N.A.'s possession, custody, or control that were wrongfully misappropriated, converted, and stolen from Plaintiff; and an award of interest, costs, and any other relief the Court deems proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims so triable.

RESERVATION OF RIGHTS

Plaintiff reserves his right to further amend this Complaint, upon completion of his investigation and discovery, to assert any additional claims for relief against Defendants or other parties as may be warranted under the circumstances and as allowed by law.

Respectfully submitted,

SILVER MILLER

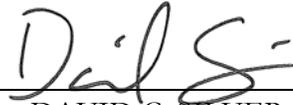
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Dated: September 4th, 2018