

**STATE OF MISSISSIPPI
DEPARTMENT OF BANKING AND CONSUMER FINANCE**

IN THE MATTER OF:

**PLUTUS FINANCIAL, INC.
ABRA TRADING, LLC
PLUTUS FINANCIAL HOLDINGS, INC.
PLUTUS LENDING, LLC
WILLIAM JOHN BARHYDT**

MULTISTATE SETTLEMENT CONSENT ORDER

WHEREAS state money transmitter regulators, as part of a multistate Money Transmitter Regulators Association Working Group, including regulators from the states of Arkansas, Connecticut, Georgia, Ohio, Oregon, Texas, Washington, and Vermont (the MTRA Working Group) conducted a multistate investigation into whether Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and William John Barhydt (“Barhydt”) engaged in unlicensed money transmission as set forth herein to customers residing in the United States.

WHEREAS on or about June 26, 2024, Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barhydt executed a Term Sheet with the MTRA Working Group to enter into consent orders to resolve the multistate investigation within 15 days of executing the Term Sheet.

NOW THEREFORE, the Mississippi Department of Banking and Consumer Finance, by and through Rhoshunda G. Kelly, the Commissioner of Banking and Consumer Finance, and Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barhydt, finding that the issues raised in the multistate investigation may be economically and efficiently settled, agree to the entry of this

Consent Order. This Consent Order is entered pursuant to Miss. Code Ann. §§ 75-15-31(2)-(4) and 75-15-32, based upon the following:

FINDINGS OF FACT

1. Plutus Financial, Inc., is a Delaware corporation formed in 2014. Plutus Financial Inc. has never been licensed as a money transmitter or by the Mississippi Department of Banking and Consumer Finance (“DBCF”).

2. Abra Trading, LLC, is a Delaware limited liability company formed in 2022. Abra Trading, LLC has never been licensed as a money transmitter by the DBCF.

3. Plutus Financial Holdings, Inc., is a Delaware corporation formed in 2022. Plutus Financial Holdings, Inc. has never been licensed as a money transmitter by the DBCF.

4. Plutus Lending, LLC, is a Delaware limited liability company formed in 2020. Plutus Lending, LLC has never been licensed as a money transmitter by the DBCF.

5. Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC, were in the business of providing customers with a digital platform that enabled their customers to buy, sell, borrow, trade, and hold virtual assets. Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC, operated a mobile phone application that enabled U.S. customers to create an Abra Trade Account (U.S. Trade Customers) in order to conduct these financial transactions.

6. Barhydt is the largest owner of the equity ownership interests of Plutus Financial Holdings, Inc., its direct subsidiaries Plutus Financial, Inc., Abra Trading, LLC, Abra Boost, LLC, and its indirect subsidiary Plutus Lending, LLC. Further, Barhydt is the Chief Executive Officer of Plutus Financial, Inc., and directly or indirectly controls Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC. Barhydt is responsible for

defining the strategy and the day-to-day operations of Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC to include (i) the decision to utilize Digital Capital Solutions Limited and Plutus Technologies Philippines Corporation in connection with the money transmission products and services of Plutus Financial, Inc., Plutus Financial Holdings, Inc., and Plutus Lending, LLC, and (ii) the decision to allow Abra Trading, LLC to hold itself out as providing money transmission services.

7. Digital Capital Solutions Limited is a British Virgin Islands entity that assisted Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC in its provision of money transmission products and services to U.S. Trade Customers from at least January 2023 to June 2023. Digital Capital Solutions Limited has never been licensed as a money transmitter by DBCF. Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barhydt represented to the MTRA Working Group that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barhydt exercise no control over Digital Capital Solutions Limited and are unable to waive service on behalf of Digital Capital Solutions Limited. Thus, Digital Capital Solutions Limited is not named as a Respondent in this matter.

8. Plutus Technologies Philippines Corporation is a Philippines Corporation, and partially owned subsidiary of Plutus Financial, Inc., that assisted Plutus Financial, Inc., Plutus Financial Holdings, Inc., and Plutus Lending, LLC in its provision of money transmission products and services to U.S. Trade Customers. Plutus Technologies Philippines Corporation has never been licensed as a money transmitter by DBCF. Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barhydt represented to the MTRA Working Group that because Plutus Technologies Philippines Corporation is a partially owned subsidiary,

they are unable to waive service on behalf of Plutus Technologies Philippines Corporation. Thus, Plutus Technologies Philippines Corporation is not a named Respondent in this matter.

9. Abra Boost, LLC is a Delaware limited liability company formed in 2022. Abra Boost, LLC has never been licensed as a money transmitter by DBCF. Abra Boost, LLC offered a securities product in reliance on an exemption from registration under the Securities Act of 1933 (Boost Securities), which Abra Boost, LLC represented made the product exempt from state securities registration requirements. Boost Securities launched in November 2022 and wound down in June 2023. With respect to Boost Securities, all purchase funds and accrued interest, which were denominated in virtual assets, were redeemed. The redeemed virtual assets were credited to Abra Trade Accounts and made available for withdrawal by U.S. Trade Customers as of August 1, 2023. Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barhydt objected to the inclusion of Abra Boost in this matter based upon their representation that Boost Securities are securities products that do not involve money transmission. Thus, in order to resolve the multistate investigation, Abra Boost is not a named Respondent in this matter.

10. From at least March of 2021 until June of 2023, Plutus Financial, Inc., and Plutus Lending, LLC, engaged in the business of receiving money or its equivalent value to transmit, deliver, or instruct to be delivered money or its equivalent value to another location, or at least advertised, solicited, or held themselves out as providing those services via their products Abra Trade, Abra Earn, and Abra Wallets.

11. From at least June of 2022 to June of 2023, Abra Trading, LLC held itself out as providing money transmission services.

12. In approximately July 2021, Plutus Technologies Philippines Corporation signed an

agreement with Fireblocks. Pursuant to this agreement, beginning in January 2023, some U.S. Trade Customer virtual assets in Abra Trade Accounts were held in Fireblocks Vaults, where they remain available for withdrawal as of the date of this Consent Order.

13. From at least January 2023 to June 2023 Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC also held U.S. Trade Customer virtual assets with Digital Capital Solutions Limited, which resulted in U.S. Trade Customer virtual assets in Abra Trade Accounts actually being held on Binance.com, an unlicensed foreign exchange.

14. On or about May 24, 2023, Plutus Financial, Inc. and Abra Trading, LLC provided a breakdown of U.S. Trade Customer virtual assets held by Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC, including customer level data, for Mississippi customers.

15. On or about June 7, 2023, Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC identified for the MTRA Working Group all entities involved in their money transmission flow of funds, including all entities necessary for processing withdrawals or executing other transactions or transfers in order to facilitate the return of virtual assets to U.S. Trade Customers, including U.S. Trade Customers in Mississippi.

16. On or about June 14, 2023, Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC, issued an announcement that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC would phase out any products and services offered to U.S. Trade Customers in a gradual and orderly fashion.

17. On or about June 15, 2023, Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC ceased accepting U.S. Trade Customer virtual asset allocations into their money transmission products and services, and ceased making the

buying, selling, or trading of cryptocurrencies available to U.S. Trade Customers, including U.S. Trade Customers in Mississippi.

18. On or about June 26, 2024, Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC, posted separate clear and conspicuous notifications that U.S. Trade Customers should withdraw all virtual assets held by Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC prior to July 31, 2024, on their mobile application, website, and all social media platforms on which they are active.

19. On or about June 26, 2024, Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC confirmed and ratified the announcement of June 14, 2023, to phase out any money transmission products and services offered to U.S. Trade Customers in a gradual and orderly fashion, with all necessary amendments for consistency with the executed Term Sheet.

20. On or about June 26, 2024, Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC attested, under penalty of perjury, that as of June 26, 2024, they held virtual assets on behalf of U.S. Trade Customers sufficient to facilitate and fulfill withdrawals of all such virtual assets belonging to all such U.S. Trade Customers, including those residing in Mississippi.

21. On or about June 26, 2024, Barhydt attested, under penalty of perjury, that as of June 26, 2024, Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC held virtual assets on behalf of Abra Trade's U.S. Trade Customers sufficient to facilitate and fulfill withdrawals of all such virtual assets belonging to such U.S. Trade Customers, including those who are residents of Mississippi. Barhydt further attested that he will assume

personal liability for the return of all such Abra Trade U.S. Trade Customer virtual assets if Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC do not process and fulfill withdrawals of all such virtual assets belonging to all such U.S. Trade Customers, including those residing in Mississippi.

CONCLUSIONS OF LAW

22. Based upon the above Findings of Fact, Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC, violated the provisions of the Mississippi Money Transmitter Act, Miss. Code Ann. § 75-15-5, by engaging in the business of money transmission in Mississippi without a license issued by the DBCF.

23. By offering and providing Abra Trade Accounts, Abra Earn Accounts, and Abra Wallets, and related products and services to residents of Mississippi, Plutus Financial, Inc., Plutus Financial Holdings, Inc., and Plutus Lending, LLC engaged in the business of money transmission in Mississippi without a license issued by the DBCF in violation of the Mississippi Money Transmitter Act, Miss. Code Ann. § 75-15-5.

AGREEMENT AND ORDER

24. DBCF and Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barhydt have agreed upon a basis for resolution of the Finding of Facts and Conclusions of Law in this Consent Order. Pursuant to Miss. Code Ann. §§ 75-15-31(2)-(4) and 75-15-32, Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barhydt hereby agree to DBCF's entry of this Consent Order and further agree this Consent Order constitutes a full and final resolution of the MTRA Working Group investigation as it relates to unlicensed money transmission by Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barhydt. Plutus

Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barhydt neither admit nor deny the Findings of Fact and Conclusions of Law identified in this Consent Order.

25. Based upon the foregoing:

A. Jurisdiction. It is AGREED that DBCF has jurisdiction over the subject matter of the activities discussed herein.

B. Waiver of Hearing. It is AGREED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barhydt hereby waive any right they may have to a hearing and any and all administrative and judicial review of the issues raised in the MTRA Working Group investigation, or the resolution reached herein.

C. Ceasing Operations. It is AGREED and ORDERED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC shall not accept new U.S. Trade Customer virtual asset allocations. This does not prevent Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC from allowing U.S. Trade Customers to withdraw their virtual assets from Abra Trade Accounts maintained by Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, Plutus Technologies Philippines Corporation, or Digital Capital Solutions Limited.

D. No Future Activity with Unlicensed Entities. It is AGREED and ORDERED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barhydt shall not engage directly or indirectly with Plutus Technologies Philippines Corporation or Digital Capital Solutions Limited in order to facilitate or provide money

transmission products or services to customers in Mississippi or with respect to U.S. Trade Customer virtual assets, except to the limited extent necessary to complete processing withdrawal requests from U.S. Trade Customers.

It is FURTHER AGREED and ORDERED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barhydt shall not engage directly or indirectly with any entity that is unlicensed or not properly licensed in order to facilitate or provide money transmission products or services to customers in Mississippi or with respect to U.S. Trade Customer virtual assets.

E. Money Transmitter License Required. It is AGREED and ORDERED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC shall not perform money transmission or hold themselves out as a money transmitter or money service business in Mississippi without first obtaining a money transmitter license or qualifying for an exclusion from licensing in accordance with the Mississippi Money Transmitters Act, Miss. Code Ann. § 75-15-1, *et seq.*

It is FURTHER AGREED this provision does not prohibit Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barhydt from returning U.S. Trade Customer virtual assets consistent with Paragraphs L and M of this Consent Order.

F. No Control – Passive Investor Only. It is AGREED, that Barhydt will not participate in any capacity in the conduct of the affairs of any money transmitter or money service business licensed by the DBCF or subject to licensure or regulation by the DBCF for a period of five years from June 26, 2024. This includes acting as a director, manager, owner, supervisor, control person, or qualified individual of any entity acting directly as a money transmitter or money service business in Mississippi or acting indirectly in such capacity through a third-party

entity. Barhydt may participate as a "passive investor," who does not otherwise exercise control of an entity duly licensed as a money transmitter or money service business in Mississippi.

It is FURTHER AGREED that if Barhydt acts as a "passive investor," he shall not have the power to elect a majority of key individuals or executive officers, managers, directors, trustees, or other persons exercising managerial authority of a person in control of a licensee; shall not be employed by and does not have any managerial duties of the licensee or person in control of a licensee; and shall not have the power to exercise, directly or indirectly, a controlling influence over the management or policies of a licensee or person in control of a licensee.

It is FURTHER AGREED that if after the five-year period, Barhydt or any entity for which he acts as an officer or control person applies for licensure, approval of Barhydt's application or participation in such entity's activities will be subject to any and all licensing requirements under the laws, rules and regulations of the State of Mississippi in effect at that time.

It is FURTHER AGREED and ORDERED that Barhydt shall ensure that any entity he controls or as to which he is a principal that engages, in any capacity, in the conduct of the affairs of any money transmitter or money service business must be duly licensed in each jurisdiction in which it operates.

It is further AGREED and ORDERED that if Barhydt does not comply with the agreed upon terms set forth in this Paragraph F, it shall constitute a violation of this Consent Order.

G. No Control – Effect of Paragraph F. It is AGREED that Paragraph F is not intended to form the basis for Barhydt's disqualification from registration as a broker-dealer, securities salesperson, investment adviser, investment adviser representative, or issuer under the laws, rules, and regulations of Mississippi or any other jurisdiction or self-regulatory organization, or to disqualify Barhydt from relying upon the securities registration exemptions or safe harbor

provisions for which Barhydt may qualify under the laws, rules and regulations of Mississippi or any other jurisdiction or self-regulatory organization.

H. Wallet Addresses. It is AGREED and ORDERED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barhydt shall continue to make all wallet addresses holding U.S. Trade Customer virtual assets available to the DBCF until all virtual assets are returned pursuant to Paragraphs K and L.

I. Updated Terms of Service. It is AGREED and ACKNOWLEDGED that legal title to all virtual assets in U.S. Trade Customer Accounts, held and maintained by Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC belong to the U.S. Trade Customer.

It is FURTHER AGREED and ORDERED that Plutus Financial, Inc. and Abra Trading, LLC shall amend and update its terms of service, and any other terms or conditions of Plutus Financial, Inc. and Abra Trading, LLC's relationship with U.S. Trade Customers of Mississippi to reflect:

- i. Title to a U.S. Trade Customer's virtual assets belong to the U.S. Trade Customer.
- ii. Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Plutus Technologies Philippines Corporation hold virtual assets for U.S. Trade Customers in custody only.
- iii. Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Plutus Technologies Philippines Corporation have and will keep U.S. Trade Customers'

virtual assets segregated and will not commingle, use, pledge, rehypothecate, or lend U.S. Trade Customer virtual assets.

- iv. Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Plutus Technologies Philippines Corporation will return U.S. Trade Customers' virtual assets in accordance with Paragraphs K and L of this Consent Order.

It is FURTHER AGREED and ORDERED that Plutus Financial, Inc. and Abra Trading, LLC shall execute the above changes consistent with the preapproved language in Attachment “A” and shall provide a copy of the updated terms of service to the DBCF by July 31, 2024.

J. Notice to Customers. It is AGREED and ORDERED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings Inc., and Plutus Lending, LLC, shall send a written communication, no later than July 8, 2024, to all U.S. Trade Customers stating that they should withdraw all virtual assets held by Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC, prior to July 31, 2024.

K. Return of Customer Assets – Applicability of Securities Orders. It is AGREED and ORDERED that U.S. Trade Customer virtual assets, or U.S. Trade Customer virtual assets converted to fiat (converted assets) transitioned by Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC pursuant to any agreement or order entered with state securities regulators are subject to the terms of this Consent Order.

L. Return of Customer Assets – Procedure. It is AGREED and ORDERED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC shall utilize the procedure described below to return U.S. Trade Customer virtual assets that are (a) maintained in Fireblocks Vaults on behalf of U.S. Trade Customers

or otherwise under the control of Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, Plutus Technologies Philippines Corporation, or Digital Capital Solutions Limited and (b) owned by U.S. Trade Customers residing in Mississippi..

It is AGREED and ORDERED that Plutus Financial, Inc. and Abra Trading, LLC shall convert the outstanding virtual assets owned by U.S. Trade Customers identified in Attachment "B" to fiat, and Plutus Financial, Inc. and Abra Trading, LLC shall send a cashier's check or other secure bank instrument to the last known mailing address of the U.S. Trade Customer. Prior to mailing, Plutus Financial, Inc. and Abra Trading, LLC will employ reasonable measures to verify the accuracy of the U.S. Trade Customer's last known mailing address. Checks will be sent no later than 60 days from the execution date of this Order and shall be valid for no less than 60 days.

It is FURTHER AGREED that Plutus Financial, Inc. and Abra Trading, LLC shall not be responsible for any claims resulting from loss of value due to the conversion to fiat so long as Plutus Financial, Inc. and Abra Trading, LLC employ reasonable industry accepted procedures for purposes of the conversion. Except as set forth below, Plutus Financial, Inc. and Abra Trading, LLC shall not be responsible for nondelivered checks.

It is FURTHER AGREED and ORDERED that in the event nondelivered checks are returned to Plutus Financial, Inc. and Abra Trading, LLC or remain uncashed after 90 days, Plutus Financial, Inc. and Abra Trading, LLC shall take the appropriate steps to identify U.S. Trade Customers, amounts owed/owned, and other necessary data, and remit the converted assets to the Unclaimed Property Division of the Mississippi State Treasury in accordance with the unclaimed property laws of Mississippi. DBCF, Plutus Financial, Inc., and Abra Trading, LLC, acknowledge and agree that Mississippi's unclaimed property laws, rules and requirements may

require the converted assets to be held for a longer statutory period in order for the outstanding U.S. Trade Customer converted assets to be considered dormant.

M. Return of Customer Assets - Conflicting Orders. It is AGREED and ORDERED that in the event that the state securities regulator in Mississippi has entered into a Term Sheet or Consent Order (a "Prior Securities Agreement") that requires Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and/or Barhydt to return U.S. Trade Customer virtual assets held in Abra Trade Accounts, in a manner that is inconsistent with the procedure elected by DBCF in Paragraph L of this Consent Order, Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barnhydt shall:

- i. Return all U.S. Trade Customer virtual asset balances consistent with any Prior Securities Agreement entered into with the Mississippi securities regulator; and
- ii. Return all remaining U.S. Trade Customer virtual assets, one cent and above, in the manner elected by DBCF pursuant to Paragraph L. DBCF may consider the procedure elected in the Prior Securities Agreement. However, DBCF is not bound by the procedure elected in the Prior Securities Agreement, and may use the procedure elected in Paragraph L.

It is FURTHER AGREED and ORDERED that in the event that the state securities regulator in Mississippi enters into a Prior Securities Agreement that requires Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and/or Barnhydt to return U.S. Trade Customer virtual assets held in Abra Trade Accounts prior to June 26, 2024, in a manner that is only inconsistent regarding the threshold for the amount to be returned, Plutus

Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and/or Barnhydt shall return all remaining U.S. Trade Customer virtual assets according to the procedure elected in Paragraph L.

N. Return of Customer Assets - Reporting. It is AGREED and ORDERED that Plutus Financial, Inc. and Abra Trading, LLC shall continue to provide the DBCF a breakdown of U.S. Trade Customer virtual assets and converted assets held by Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC, to include customer level data on August 31, 2024, September 30, 2024, and October 31, 2024, and quarterly thereafter until Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending LLC are no longer holding virtual assets or converted assets on behalf of U.S. Trade Customers in Mississippi.

It is FURTHER AGREED and ORDERED that this term shall be deemed fulfilled upon completion of the process elected pursuant to Paragraphs L and M of this Consent Order.

O. Return of Customer Assets - No New Entities. It is AGREED and ORDERED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barnhydt shall not engage any entity not previously identified in the process of returning virtual assets to U.S. Trade Customers.

P. Return of Customer Assets - Sufficient Funds Attestation. It is AGREED and ORDERED the signed attestation of Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barnhydt stating Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC hold virtual assets on behalf of U.S. Trade Customers sufficient to facilitate and fulfill withdrawals of all such virtual assets belonging to all such U.S. Trade Customers residing in Mississippi, Attachment "C", is

incorporated as part of this Consent Order.

It is FURTHER AGREED and ORDERED that it is a violation of this Consent Order, if it is determined that any part of the attestation, at the time the attestation was executed, was false.

Q. Return of Virtual Assets - Personal Guarantee. It is AGREED and ORDERED that Barnhydt shall personally and unconditionally guarantee that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC have the ability to facilitate and fulfill withdrawals of all U.S. Trade Customer virtual assets.

It is FURTHER AGREED and ORDERED that if Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC do not fulfill withdrawals of all U.S. Trade Customer virtual assets, Barnhydt shall be personally liable for the return of all U.S. Trade Customer virtual assets withdrawals not fulfilled.

It is FURTHER AGREED and ORDERED that this term shall be deemed fulfilled upon completion of the process elected pursuant to Paragraphs L and M of this Consent Order.

R. Public Statements - Factual Basis. It is AGREED and ORDERED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barnhydt shall not take any action or make or permit to be made any public statement, including in regulatory filings, any proceeding in any forum or otherwise, denying, directly or indirectly, any allegation referenced in this Consent Order or create the impression that the Consent Order is without factual basis.

It is FURTHER AGREED and ORDERED that except as specifically provided herein, Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barnhydt shall not take any position in any proceeding brought by or on behalf of the DBCF, or to which the DBCF is a party, that is inconsistent with any part of this Consent Order.

It is FURTHER AGREED that nothing in this provision affects Plutus Financial, Inc.'s, Abra Trading, LLC's, Plutus Financial Holdings, Inc.'s, Plutus Lending, LLCs, and Barnhydt's (i) testimonial obligations, or (ii) right to take legal or factual positions that may contradict an allegation in the Consent Order in litigation or other legal proceedings in which the DBCF is not a party.

S. Customer Identification Procedures and Policy. It is AGREED and ORDERED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barnhydt shall implement and maintain adequate identification verification procedures and policies to ensure that it does not provide money transmission products or services to customers in Mississippi unless and until such time Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending LLC, or Barnhydt are appropriately licensed to offer such money transmission products or services to customers in Mississippi.

It is FURTHER AGREED and ORDERED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC shall clearly and conspicuously state on their mobile application and website, or any third-party services that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., and Plutus Lending, LLC do not provide money transmission products and services to customers of Mississippi.

T. Fine. It is AGREED and ORDERED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barnhydt shall jointly and severally pay a fine to the DBCF in the amount of \$250,000.

It is FURTHER AGREED that \$250,000 of the fine is stayed (Stayed Fine) for five years subject to full compliance by Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barnhydt with this Consent Order.

It is FURTHER AGREED that the stay may be lifted and the Stayed Fine imposed in accordance with the terms stated in Paragraph U. Absent any action by the DBCF to lift the Stayed Fine pursuant to Paragraph U, Plutus Financial, Inc.'s, Abra Trading, LLC's, Plutus Financial Holdings, Inc.'s, Plutus Lending, LLC's, and Barnhydt's obligation to pay the Stayed Fine shall be vacated five years from the date of entry of this Consent Order without further action or notice by the DBCF.

U. Lifting of Stay and Imposing Stayed Fine. It is AGREED that:

- i. If the DBCF determines that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, or Barhydt have not complied with the terms of this Consent Order, and the DBCF accordingly seeks to lift the stay and impose the Stayed Fine set forth in Paragraph T above, the DBCF will first notify Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, or Barnhydt in writing of its determination.
- ii. The DBCF's notification will include:
 - a. A description of the alleged noncompliance;
 - b. A statement that because of the noncompliance, the DBCF seeks to lift the stay and impose the Stayed Fine;
 - c. The opportunity for Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, or Barnhydt to contest the DBCF's determination of noncompliance in a hearing before the Commissioner of

Banking and Consumer Finance; and

- d. A copy of this Consent Order. The notification and hearing process provided in this Consent Order applies only to this Consent Order. It is solely provided in the event Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, or Barnhydt choose to contest the DBCF's determination of noncompliance.
- iii. Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, or Barnhydt shall be afforded 20 business days from the date of receipt of the DBCF's notification to submit a written request to the DBCF for an administrative hearing.
- iv. Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, or Barnhydt, in addition to a request for hearing, may provide a written response to include any information pertaining to the alleged noncompliance.
- v. The scope and issues of the hearing are limited solely to whether or not Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, or Barnhydt are in violation of the terms of this Consent Order.
- vi. At the conclusion of the hearing, a Final Order will be issued. Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial

Holdings, Inc., Plutus Lending, LLC, or Barnhydt may, within ten (10) days of the date of the Final Order, file an appeal to the Chancery Court of the First Judicial District of Hinds County, Mississippi.

- vii. If Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, or Barnhydt do not request the hearing within the stated time, the DBCF will impose the Stayed Fine and pursue whatever action it deems necessary to enforce the Stayed Fine.

V. Limited Use - Liability, Defenses and Private Rights of Action. It is AGREED that this Consent Order is not intended to be used for any other purpose or to resolve any claims under any other state or federal law. Other than the obligations and provisions set forth herein, this agreement does not limit or create liability for Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barnhydt, nor limit or create defenses for Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barnhydt to any claims.

It is FURTHER AGREED that this Consent Order does not give rise to or limit any private rights of action.

W. Applicability. It is AGREED that this Consent Order is entered into solely for the purpose of resolving the above referenced multistate investigation with respect to unlicensed money transmission activity committed by Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barnhydt between March 2021 to June of 2023 only.

It is FURTHER AGREED that this Consent Order does not extend to any potential unlicensed money transmission activity of Abra Boost, Plutus Technologies Philippines Corporation, and Digital Capital Solutions Limited.

It is FURTHER AGREED that this Consent Order does not extend to any ongoing or future money transmission activities, except for money transmission activity undertaken in accordance with Paragraphs L and M of this Consent Order.

X. Other Investigations. It is AGREED that this Consent Order shall constitute a full and final resolution of the MTRA Working Group investigation.

It is FURTHER AGREED that the DBCF will not file any enforcement action for violations or potential violations of money transmission statutes enforced by the DBCF with respect to the facts and circumstances that were the subject of the MTRA Working Group investigation described herein as it relates to Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barhydt.

It is FURTHER AGREED that this provision in no way limits the DBCF's authority to file any other enforcement action in the event Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, or Barnhydt do not comply with all terms of this Consent Order.

Y. Change of Contact Information. It is AGREED and ORDERED that for the duration of the period this Consent Order is in effect, unless otherwise agreed to in writing by the DBCF, Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barnhydt shall provide the DBCF with a mailing address, telephone number, and e-mail address at which they can be contacted.

It is FURTHER AGREED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial

Holdings, Inc., Plutus Lending, LLC, and Barnhydt shall notify the DBCF in writing of any changes to their mailing address or telephone number within 15 days of any such change.

Z. Non-Compliance with Order. It is AGREED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barnhydt understand that failure to abide by the terms and conditions of this Consent Order may result in further legal action by the DBCF. In the event of such legal action, Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barnhydt may be responsible to reimburse the DBCF for the cost incurred in pursuing such action, including but not limited to, attorney fees.

AA. Voluntarily Entered. It is AGREED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barnhydt have voluntarily entered into this Consent Order, which is effective when signed by the Commissioner of Banking and Consumer Finance.

BB. Binding Agreement. It is AGREED that this Consent Order shall be binding upon Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barnhydt and their successors and assigns with respect to all conduct subject to the provisions above and all future obligations, responsibilities, undertakings, limitations, restrictions, events, and commitments.

CC. Reporting. It is AGREED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and Barnhydt acknowledge that this Consent Order is a public record and is a reportable event for the purposes of NMLS, as applicable.


DD. Completely Read, Understood, and Agreed. It is AGREED that Plutus Financial, Inc., Abra Trading, LLC, Plutus Financial Holdings, Inc., Plutus Lending, LLC, and

Barnhydt have read this Consent Order in its entirety and fully understand and agree to all of the same.

EE. Authority to Execute Order. It is AGREED that the undersigned have represented and warranted that they have the full power and right to execute this Consent Order on behalf of the parties represented.


FF. Counterparts. This Consent Order may be executed in any number of counterparts, including by facsimile or e-mail of a .pdf or similar file, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Consent Order.

RESPONDENTS:




William Barhydt
Authorized Representative of Plutus Financial, Inc.

September 26, 2024
Date




William Barhydt
Authorized Representative of Abra Trading, LLC

September 26, 2024
Date




William Barhydt
Authorized Representative of Plutus Financial Holdings, Inc.

September 26, 2024
Date



William Barhydt
Authorized Representative of Plutus Lending, LLC


September 26, 2024
Date



William John Barhydt

September 26, 2024

Date




Gregory Strong
Attorney for Respondents (DE Bar Id 4664)

September 27, 2024

Date

THIS ORDER ENTERED THIS THE 14TH DAY OF OCTOBER 2024.



Rhoshunda G. Kelly,
Commissioner of Banking
and Consumer Finance