

**Family Law and Practice Section MCLE Program
Webinar
February 15, 2022**

Welcome/Announcements and Introduction

Rebecca Krawczykowski, Family Law and Practice Section Chair

11:45 PM – 12:00 PM

Case Law Updates

Leah Setzen, Grunyk Family Law

Domestic Relations Division Update

Hon. Timothy J. McJoynt, Domestic Relations Division of the 18th Judicial Circuit Court

12:00 PM – 1:00 PM

Program

Cryptocurrency and Divorce: Uncovering Hidden Assets, Bit(Coin) by Bit(Coin)

Jeffrey D. Corso, Cooney Corso & Moynihan, LLC

Jeffrey Corso is a 1986 graduate of the University of Illinois Champaign-Urbana. He received his BA in Finance and Political Science. He is a 1989 graduate of Southern Methodist University Dedman School of Law. He has been in practice for more than 30 years and currently a partner at Cooney Corso & Moynihan, LLC.

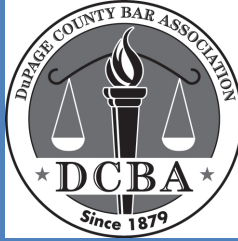
Link to Evaluation

The evaluation must be completed to receive CLE credit.

<https://www.surveymonkey.com/r/FamilyLaw02152022>

Next CLE Program:

March 15th – Divorce Mortgage Planning, Larry LoVetere, Guaranteed Rate



Upcoming Events: February 17th - [February DCBA Unwind](#) - The Moment on Main, Wheaton

February 24th - [LLH and DuPage County Courts/Gov't Drive-Thru Food Drive](#) - Bar Center, Wheaton

March 4th & 11th - [DCBA Mega Meeting 2022](#) - Webinar

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**Lawyers Lending a
Hand
&
DuPage County
Courts & Government
Drive-Thru Food
Drive**

**Thursday, February 24, 2022
Noon - 6:00 p.m.
Bar Center Parking Lot**

**Contact Haley at holson@dcb.org for more
information, or call 630-653-7779.**



Items Needed:

Food:

Canned Items, Cereal, Boxed Meals, Snacks

Hygiene Products:

**Diapers, Soap (Bar & Liquid), Deoderant, Toothpaste,
Shampoo**

Household Items:

Paper Towels, Laundry, Soap, Garbage Bags



PRO BONO MADNESS



VIRTUAL PRO BONO CLINIC
THURSDAY, FEBRUARY 24, 2022
4:30 - 6:00 P.M.



Join us for a brief demonstration of how to use Illinois Free Legal Answers to answer civil legal questions through this online platform for those in need during this virtual legal clinic.

Following the training, alums from each law school will be paired with current students from their law school to answer questions through the site.

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A DIGNIFIED APPROACH TO FAMILY LAW
DEDICATED TO ACHIEVING POSITIVE OUTCOMES

**DUPAGE COUNTY BAR ASSOCIATION
FAMILY LAW SECTION
FEBRUARY 15, 2022**

**Prepared by:
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FEBRUARY 15, 2022
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ADOPTION

In re Adoption of H.M.F.D. and H.J.F.D., 2021 WL 5829492 (Ill.App. 5 Dist.), December 8, 2021*

Twin children were born to Mother and Father in April 2016 in California. In July 2016, when the children were approximately 3 months old, they were taken into protective custody due to significant injuries. Together the children sustained 13 fractures in various states of healing. During the course of the resulting court case, Father, who lived in Illinois, was granted sole physical and legal custody of the children. He moved them to Illinois in April 2017. The California case closed in November of 2017. Mother remained in California where she participated in some therapy, was briefly hospitalized after a suicide attempt, and then was discharged from the military for mental health reasons.

In October 2018 Mother moved, with a boyfriend, to Illinois. In between the time of the closing of the California case and her move to Illinois, Mother did not have contact with the children. Father blocked her contact and actively obstructed her initial efforts to coordinate exchange of clothes or gifts. After a short period of time, Mother stopped attempting to contact Father.

In July 2020, Mother filed a petition for parenting time. Father and his fiancé filed a petition to adopt on August 24, 2020. They contended Mother was an unfit parent, including her failure to maintain contact, to support the children, to protect them, to ensure a safe environment, and failure to provide them with adequate food, clothing and shelter. After hearing testimony and supporting evidence on April 6, 2021, the trial court entered an order finding Father and fiancé had proven by clear and convincing evidence Mother was unfit to have the minor children. In a following best-interest hearing, the court heard further evidence concerning Father's relationship with the children, and Mother's efforts to rehabilitate herself and her intentions to resume parental responsibilities with respect to the children. The trial court found that though Mother loved her children she had not taken sufficient steps to act in ways that demonstrated that commitment necessary to be a parent to them. She had almost no contact with the children for almost four years, they had been removed from her care for sustaining multiple injuries, and the California court had determined returning them to her care was not in their best interests. The court therefore terminated her parental rights.

Mother appealed, contending the findings were against the manifest weight of the evidence. The appellate court found the trial court based its decision on three grounds: Mother evidenced an intent to forgo contact with the children for 12 months; she failed to maintain a reasonable degree of interest in their welfare; and she had not made reasonable efforts to correct the conditions that led to the removal of the children from her care. The appellate court affirmed the trial court in that Mother had not done enough to establish communication with her children. She claimed Father put impediments in her path, but the court was convinced she had not taken appropriate steps to overcome those impediments. She further did not demonstrate she had a reasonable degree of interest, concern or responsibility for the children. Finally, the appellate court found the trial court had adequately made its decision based on the best-interests of the children.

* Unpublished/Rule 23(e)(1) decision.

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In re Adoption of J. T., 2021 WL 5511016 (Ill.App. 4 Dist.), November 24, 2021*

In November 2019, Grandparents filed a petition for adoption of a child born November 2017. The petition did not name a Respondent, as the Petition sought to terminate the rights of any unknown Fathers. In December 2019, Father wrote a letter stating he was the child's father and had been incarcerated since March 2017. In May 2020, Grandparents filed an amended petition alleging Grandfather was the maternal grandfather of the child, that the child's Mother died in April 2019, the Grandparents had been court-appointed guardians and they retained continuous custody of the child since December 2018. The petition sought adoption and to change the child's name, and it asserted Father was unfit and should have his parental rights terminated because he was "depraved" as defined by section 1(D)(i) of the Adoption Act.

Father was found guilty of four counts of murder and one count of armed robbery in April 2021. In June 2021, the trial court found Father was an unfit parent due to his first degree murder conviction, terminated his parental rights and approved Grandparents' adoption of the child. Father appealed, arguing the trial court's finding was against the manifest weight of the evidence. The appellate court noted the trial court found Father had not made a case to rebut the presumption that a first-degree murder conviction demonstrates depravity. On that point the appellate court found there was no reason to find that the opposite conclusion would clearly be the proper result. The judgment of the trial court was thus affirmed.

ALLOCATION OF PARENTAL RESPONSIBILITIES

See also RELOCATION, *Siegel v. Siegel*, 2021 WL 5823506 (Ill.App. 5 Dist.), December 8, 2021*

APPELLATE JURISDICTION

In re Marriage of Armstrong, 2021 WL 6105539 (Ill.App. 3 Dist.), December 23, 2021*

After a finding that Mother's actions were not in the best interest of the minor child, the trial court entered an order providing that the child be turned over to Father and set the matter over for a status hearing on compliance and to determine Mother's visitation rights. Mother appealed before the status date. The appellate court dismissed the case, holding that it lacked jurisdiction to review Mother's appeal because matters remained pending between the parties, specifically Mother's rights to visitation and future custody.

ATTORNEY FEES

In re Marriage of O'Hara, 2021 WL 5985160 (Ill.App. 2 Dist.), December 17, 2021*

Wife filed a fee petition against Husband after successfully defending against Husband's appeal. Husband filed a motion for summary judgment, alleging that Wife had no obligation to pay the fees she was seeking as she had failed to tender any evidence that she entered into a new retainer agreement with her former counsel or any evidence that she paid said counsel during the pendency of the appeal. The original retainer agreement provided that "[s]ervices required in any subsequent enforcement or modification proceedings attacking the trial court's judgment shall be

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subject to a new and separate agreement.” The trial court granted the motion for summary judgment. Wife appealed.

The appellate court affirmed, finding that the language of the original retainer agreement was clear that the appellate work was not covered and that it presented no genuine issue of material fact which would have prevented the summary judgment. Further, Wife failed to present any evidence to contradict her deposition testimony that she did not receive invoices or make payments for the fees associated with the appeal.

CHILD SUPPORT

In re Marriage of Dodd, 2021 WL 6096401 (Ill.App. 2 Dist.), December 20, 2021*

Father was ordered to pay monthly child support to Mother following the divorce. The monthly amount was based on Father’s base salary of \$150,000. The judgment included provisions for the payment of additional support on Father’s earnings up to \$275,000. Subsequently, Mother filed a contempt petition, alleging that Father failed to provide proper documentation evidencing his income and failed to pay additional support. Father filed multiple motions to modify his child support, withdrawing all but one over the course of a couple of years of post-decree litigation. At the time of the trial on the post-decree motions, Father was earning substantially less income, working as an independent contractor selling insurance and driving for delivery companies. Prior to the filing of his motion, Father sold a condo that was awarded to him in the divorce. In conducting the true-up for the year that Father sold the condo (2018), the trial court determined that Father had additional net income as a result of the sale for which he was required to pay additional child support. Father testified that he was terminated from his position in the field of which he primarily worked throughout the marriage, and thereafter, he chose to seek work in a different field, insurance sales. Father further testified that, although he had been selling insurance for close to a year, he was not earning significant income. Mother testified that she created a fake LinkedIn profile with similar credentials as Father and that there were many positions available in his field. She also testified that she offered to help Father with a headhunter since they were in the same fields, and he declined. The trial court imputed \$100,000 income to Father, holding that he was voluntarily underemployed. Father was also ordered to attempt to obtain employment commensurate with his previous employment. Father appealed both the trial’s court ruling regarding his gains on the sale of the condo as well as the imputation of his income.

The appellate court affirmed, finding that, while a payor can attempt to better himself and enhance his economic situation, he must also be concerned about he is going to continue to support his children. The appellate court held the trial court did not abuse its discretion in imputing \$100,000 income to Father where it was undisputed that he earned between \$150,000 and \$250,000 historically and he failed to establish that he was properly seeking employment earning significantly more than he was at the time of the trial. The discussion regarding the proceeds of the condo became more complex at the appellate level. First, the appellate court rejected Father’s assertion that the court was double-counting by including the gains from the sale of asset awarded to him pursuant to the judgment as income for purposes of calculating support. Income for purposes of child support is encompassing and case law did not support Father’s contentions.

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Second, Father argued that the parties' agreement only required additional support to be paid on commissions and income from his "earnings." The appellate court agreed that the parties' settlement agreement did limit support to just Father's earnings but then went on to hold that the parties' settlement agreement with respect to support was not enforceable because it was against public policy and in violation of the trial court's authority because the courts are not at liberty to depart from the definition of income as set forth in the statute and to limit the sources of income to be used for purposes of determining child support. However, the appellate court did agree with Father that he should have been allocated certain deductions associated with the sale of condo in the determination of the net proceeds. The case was remanded for further calculations on that issue.

In re Marriage of Lyons and Altmix, 2021 WL 5511007 (Ill.App. 4 Dist.), November 24, 2021*

Pursuant to the parties' judgment, Father was ordered to pay child support until the youngest child's emancipation. Following the judgment, the Department of Healthcare and Family Services filed a petition to intervene on behalf of Mother and a petition for entry of a judgment against Father for the past-due child support. The trial court set the arrearages and extended the termination date. Following the termination, Father filed a petition to terminate his support and abate the arrears, claiming that he had not been able to pay support since he was committed as a sexually violent person 11 years earlier. At the time, he was approximately \$160,000 in arrears. The trial court denied the request to abate the arrears. Father appealed.

The appellate court affirmed, citing the general principle that past due child support is vested with the obligee and cannot be terminated or modified without an agreement from the obligee and held that, in this case, Mother did not waive her right to receive the arrearage and therefore, the trial court lacked authority to abate the support arrearage.

In re Marriage of Matschke, 2021 WL 5983918 (Ill.App. 6 Dist.), December 17, 2021**

Judgment for dissolution of marriage was entered in October 2017. Father was ordered to pay child support for three of the children (one was emancipated) and maintenance, as well as 100% of extra-curricular activity costs and 70% of medical costs and educational expenses. Mother was primarily a homemaker, while Father worked in the financial sector. Of note is the trial court's treatment of significant loans given to Mother during the course of the dissolution, for which Mother kept a detailed log and signed promissory notes. The trial court found these were loans and did not use them in calculating Mother's income for purposes of child support or maintenance. On May 1, 2018, Father filed a petition to modify child support and maintenance based on a reduction in his income and the emancipation of one of the children. Father requested the court impute payments made to Mother from her parents as income. The court awarded Father a modification of both child support and maintenance based on the changes he alleged, but again refused to recognize the payments from Mother's parents as income. The court ordered support payments that deviated upward from the statutory calculations based on special needs of the children.

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Father appealed, claiming the trial court erred in refusing to include the payments Mother received from her parents as income for child support and maintenance purposes. The appellate court affirmed, because Mother kept careful notes of all payments she received from her parents and accounted for them as money she would not have needed to accept had Father been current in his support and maintenance payments, and signed promissory notes. The appellate court also noted the trial court was familiar with the parties and made judgments of Mother's honesty based on its own observations.

See also RELOCATION, *In re Marriage of Whitney H. and Daniel B.*, 2021 WL 5411445 (Ill.App. 4 Dist.), November 18, 2021*

COHABITATION

In re Marriage of Churchill, 2022 WL 122991 (Ill.App. 3 Dist.), January 13, 2022*

In 2020, Husband filed his second motion to terminate maintenance based on Wife's cohabitation. The first motion was denied and affirmed on appeal. The basis of the second motion is the same relationship as the basis for the first motion which was brought in 2017. Testimony was submitted that Wife's significant other, Jared Fogle, and Wife had been in a monogamous relationship for three and a half years. During that time, the two had exchanged rings which they wore on their left ring finger but not constantly. Jared, who traveled regularly out of state for work, would return to Wife's home after each job even though he claimed that he maintained a permanent residence in Texas. He would park his RV in Wife's driveway, would park his car in the garage and had access to the garage code. When Jared was away for work, he and Wife would talk daily on the phone. The two would vacation together, attended Wife's children's events together, celebrated holidays together, went to dinner, attended sporting events, went sightseeing, visited Jared's family in Texas for holidays, etc. Jared would help Wife with chores around her house. The two shared an account at a jewelry store, shared vehicles, and Wife would care for Jared's cat while he was away, including taking it to the vet. The trial court denied Husband's motion, and he appealed.

The appellate court reversed, finding that based on the totality of the circumstances, Wife had engaged in a de facto marriage relationship with Jared as they had spent much of their time together, vacationed together, Wife had interrelated much of her personal affairs with Jared's and the two exchanged rings, which was considered a significant fact. The case was remanded with directions.

COLLEGE CONTRIBUTION

In re Marriage of Graham, 2021 WL 5859735 (Ill.App. 3 Dist.), December 10, 2021*

Pursuant to the parties' marital settlement agreement incorporated into their judgment, the parties would each be responsible for one-third of their children's college expenses limited to a four consecutive year course of study immediately following high school. At the time of the divorce, the parties' youngest child was still attending college. The settlement agreement was modified by agreement of the parties in 2012 such that Husband would be solely responsible for the

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children's college debt, "present and past and future." Eight years later, in 2020, Wife filed a petition seeking reimbursement for expenses she incurred for the youngest child's college expenses. At that time, the child in question was still working towards her four-year degree. Husband filed a motion to dismiss pursuant to 750 ILCS 5/513 and alleged that the child was now 30 years old and the expenses in question were incurred past her 23rd birthday and that there was no good cause for same. Furthermore, Husband alleged that the provisions set forth in the original agreement regarding the duration of college to be paid by the parties still applied. The trial court dismissed the petition, and Wife appealed.

The appellate court affirmed, holding that the terms in the initial settlement agreement not directly in conflict with the subsequent agreed order modifying each party's portion of the children's college expenses, remained in full force and effect. Therefore, because of the timing and the child's failure to show a propensity for educability and higher learning as required by the settlement agreement, Husband was not required to reimburse Wife for expenses incurred outside of the parameters to which the parties agreed.

COLLEGE EXPENSES

See also PROPERTY DIVISION, *In re Marriage of Dickinson*, 2021 WL 6113249 (Ill. App. 5 Dist.), December 27, 2021*

CONTEMPT

In re Marriage of Mulvihill, 2021 WL 5768959 (Ill.App. 5 Dist.), December 3, 2021*

The parties agreed that each would pay half of the medical and dental expenses for their children. Mother primarily took the children to all medical appointments and kept receipts. According to the terms of the agreement, she was to submit copies of the receipts to Father, who was to pay his share within 30 days. On May 21, 2016, Mother sent an email with an attached copy of a year's worth of receipts for medical care and other expenses she believed related to the agreement. Father did not respond. Mother sent another email in August 2016 with an attached list of additional expenses incurred since the May 2016 email. She explicitly requested payment by August 11, 2016. On August 10, 2016, Father responded, claiming he did not owe her for expenses dating past the last 30 days. A day later he emailed her, stating he only owed her \$279.89. Mother filed a petition for indirect civil contempt on August 12, 2016. That same day Father placed a check for \$279.89 on Mother's back porch. Father sent another check for \$1,567.67 dated August 25, 2016, and sent another for \$1,167.39 dated September 1, 2016.

At the hearing, the circuit court found Father did owe Mother. At length, after some pageantry over whether the lengthy email of May 2016 was fabricated, the court found Father did in fact owe Mother and held Father in willful contempt. Mother was awarded \$500 in attorney's fees and determined Father had purged the contempt by paying the expenses. Father appealed.

The appellate court found it was an error to hold Father in contempt for failure to comply with a court order which he followed by the time of the hearing. A person held in contempt, the appellate court noted, must have the ability to purge the contempt. But in this case, the contempt was

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already purged, therefore negating the need for a finding of contempt. As to the attorney's fees, the appellate court upheld the trial court's award because the award of fees is separate from a finding of contempt and there had not been an abuse of discretion in awarding the fees.

DEPOSITIONS

In re Parentage of K.E., 2022 WL 210236 (Ill.App. 5 Dist.), January 14, 2022**

Father filed a petition to establish paternity and for sole custody of a year-old child. The case was dismissed in 2013 for want of prosecution. In December of 2014, when the child was five years old, Father filed a petition to establish paternity and visitation. The trial court entered an order requiring the parties to mediate custody and visitation issues. A mediator's report indicates the parties did agree to a temporary schedule, but the schedule was not formalized by court order.

In June 2016, Father file a motion for temporary allocation of parenting time, asserting Mother had denied him visitation as formerly agreed in mediation. The trial court subsequently entered an order, without a hearing, awarding Father parenting time on Saturday and Sunday every other weekend. In July 2016, Mother filed a motion to vacate the order, claiming the order was entered without a hearing and without notice to her. Over the next two years, the battle continued over visitation in that Mother refused to allow Father overnight visitation because the child would cry, hide in the closet, or otherwise show fear of Father. Mother filed an emergency petition limiting Father's parenting time and included a report from a licensed clinical psychologist opining the child had symptoms of posttraumatic stress disorder in relation to Father. The trial court subsequently entered a temporary emergency order suspending overnight visitation and set a hearing. A Guardian ad Litem was appointed at the hearing, and Father was awarded one overnight every other weekend. A month later, the court appointed a mental health professional to evaluate the parties. His report was submitted, but he passed away a month later and was unavailable for cross-examination as allowed under statute. After another mental health professional was appointed, who found both parents had some mental health issues that affected their ability to parent the child. Further the report indicated Mother had actively attempted to alienate Father, Father may be the more stable of the two, and, provided some appropriate time and suitable counseling, the court should order more equitable parenting time and consider awarding primary custody to Father. After trial, the court granted Father's request for more parenting time and joint decision-making for education, medical, religious and extracurricular activities. Mother appealed, claiming the trial court erred in admitting evidence from the deceased court-appointed professional because he was not subject to cross examination, and that the award of increased parenting time and joint decision-making was against the manifest weight of the evidence.

The appellate court found the evidence of the unavailable court-appointed professional was admitted by the trial court because it was a deposition, which is a record of what testimony the professional would have given had he been available. Generally such depositions are admissible when the witness is later unavailable. However, the appellate court noted there was a deficiency in the scheduling of the deposition in that Father's counsel did not provide opposing counsel the required seven-day's notice of the deposition. Father's counsel had provided five-day's notice, relying on a local rule 9(k), which provides for a "good faith" effort to coordinate with the court and all opposing counsel to set the hearing at a time that is mutually convenient. The appeals court

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noted this does not apply to depositions, but to hearings. The question centered around Illinois Supreme Court Rule 206(a) requiring the service of notice for a deposition “reasonable time in advance” (Ill. S. Ct. R. 206(a)). Here, the appellate court noted, an email was sent to opposing counsel on Wednesday for a deposition scheduled the following Monday. This was simply not a reasonable amount of time. The judgment was therefore vacated and remanded to the trial court with instructions for further proceedings.

DISSIPATION

See also PROPERTY DIVISION, *In re Marriage of Hubble*, 2022 WL 123423 (Ill.App. 4 Dist.), January 12, 2022*

GRANDPARENT VISITATION

In re P.Q., 2021 WL 5505461 (Ill.App. 2 Dist.), November 23, 2021*

maternal grandparents brought a petition seeking to be appointed guardians of the minor child and alleged that Mother, who had been diagnosed with bi-polar disorder, had not received treatment for approximately five years and her disorder affected her ability to care for the minor child and make decisions on his behalf. Mother and child had resided on and off with grandparents since the child’s birth. Precipitating the filing of the petition for guardianship, Mother had taken the child from school unannounced and went to Wyoming for several days. Upon her return, the child had the minor child reside in a home with strangers for about one to two weeks. The grandparents sought and obtained an emergency order of protection for which the minor child was included as a protected party. The grandparents were temporarily appointed as guardians following a zoom hearing in conjunction with the order of protection being terminated and Mother being granted supervised visits. A CASA investigation took place and Mother filed a responsive pleading, claiming that she stopped taking her medication after consulting with a doctor, that she has a master’s degree, and is willing and able to care for the child. After further hearing, the court ordered Mother to undergo a psychiatric evaluation, attend reunification therapy with the child and continue supervised parenting time pending the results of the evaluation. Following the evaluation and CASA investigation, CASA recommended the supervision continue through the child’s school year and that thereafter, the guardianship should be terminated. CASA further recommended that the grandparents be awarded parenting time to maintain the relationship between the child and his grandparents, to which Mother objected. The court terminated the guardianship and awarded the grandparents visitation on alternating weekends. Mother appealed the issue of Grandparent’s visitation.

The appellate court reversed because the grandparents never filed a petition seeking visitation as required by 750 ILCS 5/602.9, which could only have been filed “if there is an unreasonable denial of visitation by a parent that causes undue mental, physical or emotional harm to the child,” and if one of the listed requirements is met. Further, no evidentiary hearing was conducted where the trial court considered the factors set forth in the statute in determining whether or not to grant visitation to a third-party non-parent. The appellate court further noted that the trial court, by

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terminating the guardianship, necessarily found that Mother was able to properly care for the child, and the presumption that follows is that her actions and decisions regarding grandparent visitation would not be harmful to the minor's health.

INJUNCTIONS

In re Marriage of Roman-Kroczek and Kroczek, 2021 WL 6122997 (Ill.App. 1 Dist.), December 28, 2021**

During the parties' marriage, Wife's sister loaned the parties \$350,000 to use to purchase a home in Florida. The sister also loaned Wife close to \$500,000 for living expenses and litigation costs. The sister filed a motion to intervene, which was granted. A lien was placed against the Florida home for the remaining approximately \$215,000 that was owed to sister for the loan to purchase the home. At the time of trial, the Florida home was worth \$1 million and had a mortgage of approximately \$615,000. The trial court awarded the Florida home to the sister, and a trustee deed was executed by both parties. The sister paid the mortgage off, sold her home and moved into the Florida home. Husband challenged the trial court's award to the sister. Husband had been sanctioned for failing to appear at his deposition and was prohibited from presenting any defenses, evidence or claim at trial. Husband initially appealed those sanctions and the appellate court reversed and remanded, holding that the issue of the award of the Florida home would be reopened.

On remand, Husband filed a motion seeking the sale of two properties, including the Florida home, to be used to pay attorney's fees. The trial court ordered the sister to secure a line of credit on the Florida home, which at this time was being treated as a marital asset, and to distribute \$200,000 to the parties' attorneys and to place \$75,000 in escrow. The sister was unable to secure financing, and the trial court ordered her to prepare the home for sale. She appealed that mandatory injunction as an interlocutory appeal.

The appellate court reversed, finding that the trial court's order was manifestly unreasonable given that the divorce had been pending for more than nine years, went to trial six years prior, a judgment was entered, the case was remanded four years ago and a new trial still had not occurred and the parties were fighting over interim attorney's fees. The appellate court held that the remedy fashioned by the injunction was unsuited to furthering the disposition of the divorce proceedings. An injunction should be reasonable and should only be as broad as is essential to safeguard the rights of the party seeking the injunction. The order forcing the sister to list the Florida home for sale was considered a drastic remedy that served only to delay the proceedings, and there was no showing that this remedy was necessary or that there were no less restrictive means for achieving the desired result, especially where the record showed that the parties had other assets to be used to satisfy their obligations. The appellate court further noted that the trial court ignored the fact that the deed was held in title by a trustee and that a majority of the equity in the Florida home was the sister's asset personally as she had paid off the mortgage. The competing claims to the property would need to be adequately addressed at trial.

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MAINTENANCE

In re Marriage of Browne, 2021 WL 5905671 (Ill.App. 1 Dist.), December 14, 2021*

The trial court entered an order dissolving the parties' marriage and allocating property, but ordered that neither party could file a motion to reconsider until after a hearing on Wife's fee contribution petition. Prior to the hearing on the fee contribution petition, Wife filed a notice of appeal seeking to appeal the trial's court's judgment with respect to certain property allocations and distributions. The appellate court dismissed this appeal for lack of jurisdiction because the judgment was not final and appealable, as certain issues remained pending. Wife also filed a petition seeking for Husband to be found in contempt of the court for failing to transfer certain property to her. Husband claimed that the judgment was not enforceable and that he was not in contempt by not complying with the terms therein. Thereafter, Husband was ordered to contribute to Wife's attorney's fees, and the trial court issued a rule to show cause against Husband.

Husband filed a motion to reconsider the fee award, and Wife filed motion seeking sanctions and fees pursuant to Illinois Supreme Court Rule 137 and 750 ILCS 5/508(b). Wife then filed a second notice of appeal, and the appellate court dismissed this appeal as well for lack of jurisdiction as issues remained pending and undetermined at the trial court level. The trial court discharged the rule to show cause, denied Husband's motion to reconsider and found that Husband's actions neither contumacious nor willful, and declined to sanction Husband but did award fees pursuant to section 508(b) of the Illinois Marriage and Dissolution of Marriage Act. Wife appealed this decision. The appellate court affirmed the trial court's decision not to sanction Husband but found that the trial court did abuse its discretion in awarding fees pursuant to section 508(b) as the trial court had found that Husband did not act in bad faith, which is inconsistent with a finding that Husband failed to comply with the court's order "without compelling cause or justification."

In determining maintenance, the trial court discounted Wife's holistic breast cancer treatment costing over \$5,000 per month, as the insurance company would not cover the treatment. The appellate court reversed, finding that Wife had testified that the treatment was reasonably necessary and taking into account the high standard of living the parties enjoyed during the marriage; the issue was remanded for the trial court to reconsider its maintenance award, including to consider the Wife's cost of health insurance, which was not considered during the initial determination of maintenance.

Separately, the trial court classified a home purchased in Georgia during the marriage and maintained in Wife's name as a marital asset. Wife claimed that Husband had gifted her the home during the marriage and that he had wanted her to have the home. Husband testified that the home was placed into Wife's name for estate planning purposes and Wife even admitted that the parties had determined that they would need to divide certain assets for estate planning around the time the home was purchased. The trial court founds Husband to be more credible and determined the home was a marital asset. The appellate court affirmed, holding that the trial court is in the best position to make credibility decisions and it appeared from the record that the trial court property weighed the evidence.

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In re Marriage of Celani, 2021 WL 6071634 (Ill.App. 1 Dist.), December 23, 2021*

The parties were married nearly 40 years. During the marriage, Wife was employed as a nurse but her physical health deteriorated, and she was diagnosed with a disabling autoimmune disorder that prevented her from working. Husband was a self-employed attorney. At the time of the trial, Wife was receiving Social Security Disability benefits and Husband testified that he did not know what his income was and that he had not file his income tax returns from 2011 to 2018. The trial court determined that Wife was a maintenance candidate but because Husband was not credible and his income could not be determined, the trial court awarded Wife a disproportionate share of the marital estate. The trial court further found that Wife was entitled to a degree of stability rather than relying on Husband to pay maintenance given his history of not filing taxes and/or keeping proper records. This would allow the parties to more easily separate their lives. The trial court also ordered that Husband be responsible for his alleged tax debt for which he did not submit any evidence. Husband appealed. Wife filed a motion for attorney's fees to defend against the appeal, which the trial court granted.

The appellate court affirmed, holding that the trial court did not abuse its discretion in awarding a disproportionate share of the estate in lieu of maintenance, even though the trial court did not make express findings as to what maintenance should be based on the guidelines because the trial court was unable to determine Husband's income. The appellate court noted that Husband could not invite the error and then challenge the trial court's deviation for failure to make the findings. Further, the trial court properly considered the factors set forth in the statute in determining its property allocation. The appellate court further affirmed the trial court's jurisdiction to award attorney's fees because the appeal was collateral to the parties' judgment for dissolution of marriage as required by section 508 of the Illinois Marriage and Dissolution of Marriage Act.

In re Marriage of Dynako, 2021 WL126835 (Ill.), November 18, 2021**

Husband was ordered to pay Wife maintenance in decreasing amounts over a certain period of time. The parties' agreement set forth that the maintenance payments "shall be nonmodifiable pursuant to Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act." Husband filed a motion to modify, alleging that he had been without steady income for several years. Husband argued that the maintenance was not truly nonmodifiable because it did not specifically state whether or not it was nonmodifiable as to amount, duration or both. The trial court found that it was not authorized to modify the maintenance based on the language in the agreement. The appellate court affirmed, finding that the language in the agreement applied to both the amount and the duration of maintenance. Husband appealed to the Illinois Supreme Court.

The Supreme Court affirmed, holding that the statute does not require that a nonmodifiability clause be specific as to duration or amount and when it is not specific, it will be interpreted as applying to all aspects of the maintenance. The language in the parties' agreement demonstrated the parties' intent to make the maintenance obligation nonmodifiable, and therefore, it cannot be modified based on a substantial change in circumstances.

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In re Marriage of Elmore, 2021 WL 5493974 (Ill.App. 1 Dist.), November 23, 2021*

Husband agreed to pay reviewable maintenance to Wife. The parties were to equalize their incomes for five years, at which time, Wife could seek a review of the maintenance. In the marital settlement agreement, the parties agreed to a different form of review than as set forth in the statute concerning reviewable maintenance. Specifically, the parties agreed that Wife was under no affirmative obligation to become self-supporting and that besides the specified terminating events, “only a substantial change in circumstances of the parties should warrant a modification and/or limitation to the continuation of the reviewable maintenance[.]” Wife sought a review of maintenance following the five-year period set forth in the parties’ agreement. Husband objected to the extension of maintenance, claiming that he had worked very hard over the last five years so that the parties could get caught up following the divorce and that each of the parties was much better off financially than at the time of the judgment. The trial court found the disparity in incomes between the parties was still significant and that the steady increases in each party’s incomes did not rise to the level of being a substantial change in circumstances. Therefore, the trial court continued maintenance for another five-year period to be reviewed upon Wife’s motion. Husband appealed.

The appellate court affirmed, holding that an increase or steady growth of a party’s income does not constitute a substantial change in circumstances when it was based on events expected or contemplated at the time of the divorce. This applied to Husband’s argument that Wife had already received \$1.3 million in maintenance since the judgment was entered and that she was essentially debt free.

See also RELOCATION, *Siegel v. Siegel*, 2021 WL 5823506 (Ill.App. 5 Dist.), December 8, 2021*

MODIFICATION OF CHILD SUPPORT

In re Marriage of Mulvihill, 2021 WL 5769385 (Ill.App. 5 Dist.) December 6, 2021*

The court entered a judgment for dissolution of marriage in July 2014. For purposes of calculating child support, Father’s had two sources of income, his salary of \$5,385.04 per month, and \$350 from a small business, bringing his total monthly income to \$5,735.04 per month. His support obligation was calculated using a percentage-of-obligor-income model at \$1,605.92. On July 6, 2017, Father informed Mother he would be filing for a modification of child support because one of their children would be turning eighteen. He also indicated the law had changed with respect to support calculations. On July 28, 2017, Father filed a motion for modification of child support, claiming a significant change in circumstances. He alleged he had closed his personal business and there was therefore a significant change in his financial circumstances. Based on the new calculation method, Father argued his support obligation should be set at \$340.45. Mother argued there had not been a significant change in circumstances and Father was merely seeking to take advantage of the new calculation formula. The circuit court heard evidence on the closure of Father’s business, and noted Father was making more from his salary than he had been previously. The court found Father’s decision to dissolve his business lacked good faith and was voluntary. The trial court denied Father’s motion. Father filed a motion to reconsider, including evidence of his salary increase and his decision to close the business. The trial court denied the motion.

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Father appealed, claiming the trial court erred in finding his motivation to file was to take advantage of the change in calculating child support, he closed his business in bad faith, and he failed to prove his income had substantially changed. The appellate court noted they were not bound to determine whether the trial court had arrived at its judgment for the reasons provided, but could look at the judgment and determine whether the appropriate may be affirmed on the basis of well-established law. The appellate court affirmed the trial court's decision because it found that even if there had been a significant change in circumstances in this case the change did not serve the best interests of the children. The court found an increase in the Father's income did not justify a 21% reduction in his support obligation.

In re Marriage of Yabush, 2021 WL 6061555 (Ill.App. 1 Dist.), December 22, 2021**

In 2011 an order was entered for dissolution of marriage and custody, granting Mother majority parenting time and setting Father's child support obligation at 28% of his income, inclusive of bonuses. At the time Father was a salesman, earning approximately \$138,000 annually, including bonuses. Father started his own business, and in 2018 his income increased to \$2.2 million. In 2018, Father filed a petition to decrease the amount of child support he was required to pay, arguing there had been a substantial change in circumstances and calculating the amount of child support based on his annual income would result in a windfall to Mother. The trial court denied Father's petition, finding the parties' agreement contemplated the possibility Father would make more money due to performance-based bonuses. Father filed a motion to reconsider, which was denied. Father appealed.

The appellate court noted the alleged change in circumstances involved the increase in Father's earnings. The appellate court found that the change from \$138,000 to over \$2 million was an "extremely large increase in income" supporting a finding of a substantial change in circumstances. The trial's courts denial of this on grounds that the agreement between the parties contemplated performance-based bonuses was specific and was not to be interpreted as "any additional income." Because Father's increased income was income, and not a performance-based bonus, there was no reason to think the parties contemplated such a sizeable increase when forming the initial agreement. Consequently, the appellate court reversed and remanded for the trial court to determine the appropriate amount of child support based on a finding of a substantial change in circumstances.

MOTION TO VACATE

In re Marriage of Brubaker, 2022 WL 130886 (Ill.App. 2 Dist.), January 14, 2022**

The parties waived formal discovery and entered into a settlement agreement, which was incorporated into their judgment for dissolution of marriage. The parties conducted informal discovery and exchanged comprehensive financial statements, but Wife failed to disclose certain assets. The settlement agreement included language that the parties waived formal discovery but that they were each well versed in the other's assets and liabilities. The parties further acknowledged that they each provided true, accurate and complete information to the other. At the time of prove-up, the marital estate was worth approximately \$2 million. More than four years

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later, Husband filed a motion pursuant to section 2-1401 of the Illinois Civil Practice Act, alleging that Wife had fraudulently concealed her ownership of a condo. Husband learned that Wife purchased the condo during the marriage with cash in the name of an LLC she organized specifically for that purpose. Husband testified that Wife's representations during the informal discovery exchange induced him into choosing to cease formal discovery and reach an agreement. He further alleged that because the condo would have represented approximately one-third of the marital estate, the terms of the settlement agreement were unconscionable. Wife's motion to dismiss was denied. The parties conducted limited discovery and the Wife then filed a motion for summary judgment, claiming that if Husband had conducted formal discovery, he would have learned of the condo, and that if Husband had subpoenaed her business partner, he would have been truthful. The trial court granted Wife's motion for summary judgment, holding that a person who waives discovery, does so at his/her own peril. Husband's motion to reconsider was denied, and he appealed.

The appellate court reversed, holding that the trial court's grant of Wife's motion for summary judgment was erroneous where Husband sufficiently pleaded a fraudulent concealment claim. Under such circumstances, the trial court must determine Husband's due diligence and the reasonableness of same taking into account the alleged fraud. Such an inquiry lends itself to different interpretations of reasonableness and thus summary judgment was not proper.

PARENTING TIME

In re Marriage of Hackney, 2021 WL 5493988 (Ill.App. 1 Dist.), November 23, 2021*

After a hearing was conducted on parental responsibilities and parenting time, the trial court entered an Allocation Judgment granting sole decision-making authority to Mother, designating Mother as the primary residential parent with a majority of the parenting time, and providing for supervised visits for Father. Both parties and the GAL testified at trial, and the trial court found that Father continued to engage in conduct that endangered the child as required by Section 603.10 of the Illinois Marriage and Dissolution of Marriage Act. Father had 38 guns in his home which he refused to turn over even after being ordered to do so or to keep them at a separate location. Father let the child who was three or four years old at the time play with toy guns, lighters and knives and also encouraged the child to disregard the GAL. Father smoked medicinal marijuana in front of the child and left the paraphernalia out where the child could access same. Father also failed to inform Mother of injuries the child sustained during his parenting time. The court further found that Father had been unable to develop the skills necessary and make the choices to appropriately care for the minor child. The trial court noted Father's inappropriate behavior during the hearing, including his falling asleep during the proceedings. Father appealed.

The appellate court affirmed. Father's first argument was that the trial court erred in providing adequate documents to the appellate court and therefore, violated his rights to due process and equal access to the court. The appellate court found that it was Father's duty to supply an adequate record to the appellate court. Father also claimed that the court's use of email correspondence was error, but the appellate court found that Father filed his pro se appearance and elected to receive correspondence via his personal email account. Father also claimed that the court charged fees for copies of documents unrelated to his case, but he failed to identify which documents those were. None of the asserted errors were valid nor a basis for overturning

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the trial court's order, especially where the record is clear that the trial court conducted a hearing, weighed the evidence and made credibility determinations in fashioning the Allocation Judgment.

PROPERTY DIVISION

In re Marriage of Dickinson, 2021 WL 6113249 (Ill. App. 5 Dist.), December 27, 2021*

The parties were married in 1999 and eight children were born to the marriage. During the course of the marriage, Father completed schooling and became a podiatrist while Mother stayed home, homeschooling the children. The parties entered into a final parenting plan and judgment providing Mother with residential custody of the remaining seven minor children and responsibility for education and medical care. The trial court split assets based on a finding Husband had taken \$150,000 from a marital account to put a down payment on a new home, furnish it, purchase a car, dune buggy and camping equipment, and other items after Mother had filed for dissolution. Mother was awarded maintenance and Father was ordered to pay child support, the marital accounts were split and Father was ordered to pay 50% of college expenses with Mother and each child contributing 25%. Father appealed, arguing the trial court erred in the allocation of property, the amount and duration of maintenance, failing to set the ending date for maintenance correctly, failing to account for his payment of temporary support and maintenance during the pendency of the proceedings, and in allocating the college expenses.

The appellate court found that the distribution of marital property is a matter within the discretion of the trial court and that absent an abuse of that discretion the finding should not be disturbed. The court noted the trial court provided justification for its findings and that the ultimate aim was not to arrive at equality but rather to achieve equity. The appellate court found the trial court did not abuse its discretion as to the division of marital assets. As to Father's contention the maintenance award was an abuse of discretion, the appeals court found Mother's income was entirely limited to the amount she received in maintenance and support, and failed to fully cover her total monthly living expenses, whereas Father was left with a surplus of over \$5,000 after paying all his own expenses as well as maintenance and support. The appeals court found no abuse of discretion. On whether Father was entitled to count payments made during the pendency of proceedings toward his overall obligation for maintenance, the appeals court determined Father forfeited this issue by failing to address it in his appellant brief.

Father's argument there was an error in calculating the date for termination was remedied with a *nunc pro tunc* order based on a clerical error. Finally, as to the distribution of responsibility for college expenses, the appeals court held the trial court had appropriately taken into account the statutory guidelines and that Father had not raised this issue at the trial court level, and had therefore forfeited it. Further, Father had himself requested any amount of funds left over in the Bright Start 529 accounts should be distributed in equal thirds between the Father, Mother and child, thereby inducing an error concerning which he could not later raise as a complaint. The trial court was therefore affirmed, and a *nunc pro tunc* order was entered to amend the termination date of maintenance.

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In re Marriage of Harnack and Fanady, 2021 WL 6099479 (Ill.App. 1 Dist.), December 22, 2021*

The parties were married in 2003 and Wife filed for dissolution in 2008. Husband initially participated in the proceedings but later stopped, and a default judgment was entered against him on November 1, 2010. A dissolution of marriage was entered in August 2011, after an evidentiary hearing at which Husband did not appear. In the order, Husband was found to be worth \$7.3 million, of which 280,000 shares of CBOE stock was deemed marital. The trial court ordered 120,000 shares transferred to Wife, but in October 2011 CBOE Holdings filed an interpleader complaint against all parties, claiming CBOE stocks from Husband's accounts because there were only 120,000 shares total remaining and multiple parties were claiming rights to them. After extensive litigation by multiple parties, the initial shares of CBOE stock were awarded to former business partners of Husband. Wife was left with the burden of pursuing Husband for collection of the judgment, which she accomplished with an order to enforce the judgment in December 2020. Husband was ordered to transfer 120,000 shares, or, if he no longer possessed said shares, he was to pay the value of the shares along with any interest, dividends or other monetary benefits collected on them by Husband. Husband appealed.

The appellate court noted two fallacies grounding Husband's appeal. First, he narrowly read the judgment as applying only to some particular shares, which were awarded to others; and second, the judgment was unfair because Husband blames Wife for causing the court to enter an order that overstated the amount of shares attributable to the marital estate. The appellate court found Husband failed to present any cogent arguments or legal support for his conclusions and consequently affirmed the judgment of the trial court.

In re Marriage of Hubble, 2022 WL 123423 (Ill.App. 4 Dist.), January 12, 2022*

The parties were married in 1994 and four children were born to the marriage. In 2016 Mother filed a petition for dissolution, and in 2019 she filed a dissipation claim. The trial began in 2019 with three days of testimony, and then picked up again in October 2020 with two more days of testimony. The trial court held Mother had been in a *de facto* marriage relationship and was denied maintenance, Father had dissipated marital assets, and Mother was awarded 60% of the marital assets. The trial court found Mother and her paramour were not credible as to their explanation of their relationship, finding evidence the two were involved in a *de facto* marriage because of the regular travel they took together, the purchase of a home for Mother without credible evidence of rental payments, a variety of text messages that indicated the heavy involvement of two, and they had intertwined finances. As a result, the trial court declined to order respondent to pay maintenance. Mother appealed the finding of a *de facto* marriage and the denial of maintenance. Father cross-appealed the finding he had dissipated marital assets because of a \$113,706 medical bill and the award of 60% of the marital estate to Mother.

The appellate court found the trial court did not err in finding Mother had cohabited with her paramour in a "resident, continuing, conjugal basis" based on the lack of credibility of the two and Mother's attempt to minimize the extent of the relationship. The appeals court found the trial court did not abuse its discretion and the ruling was not against the manifest weight of the evidence. As to Father's cross appeal, the appellate court did not err because Father had been injured while snowmobiling and went to Mayo Clinic for surgery despite knowing it was out of his insurance network and would be paid for out-of-pocket. Mother testified the surgery was not an emergency

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procedure and could have been covered by the parties' health insurance, and this supported the finding of dissipation. Father's appeal of the award of marital property was grounded by the allegation Mother was intentionally unemployed and the trial court improperly distributed marital assets by failing to take note of that fact. However, the appellate court found the trial court specifically addressed the likelihood Mother would obtain employment in the near future and did not indicate it based its distribution of the assets on the fact Mother was unemployed. Rather, the trial court found Father made significantly more than Mother was likely to make when she resumed working. Consequently, the appeals court affirmed the trial court's decision.

In re Marriage of Reed, 2022 WL 99975 (Ill.App. 5 Dist.), January 10, 2022*

Judgment for the dissolution of marriage was entered in 2013, after 18 years of marriage. Husband was ordered to pay Wife \$1,000 in monthly maintenance based on Husband's monthly income of \$4,500. In 2015 the trial court increased the amount of monthly maintenance to \$1,500 after finding Wife was unemployed and disabled as a result of health complications. The maintenance was subsequently reduced three times. In 2019 the trial court found Husband offered un rebutted testimony he was a homeless veteran making \$150 per month. However, the trial court found his financial affidavit indicated he earned \$21,909 annually, and that he had a monthly rent payment of \$750. The 2019 maintenance calculation was derived from this information. In June of 2020 Husband filed a petition to reduce maintenance, claiming he was required to pay "more than five times" his current income. He subsequently filed a financial affidavit showing income of \$8,887 for 2019, and for the first eight months of 2020 as \$495.50. He also attached a copy of his federal tax form, showing an income of \$8,887 for 2019. A zoom hearing was held on April 1, 2021 at which Husband only submitted his tax returns and financial affidavit but did not present evidence as to why his income had decreased. The trial court denied his petition on the basis he had not presented evidence as to "why he continues to decrease his income or his ability to obtain employment in another line of work." Husband appealed, claiming there had been improper *ex parte* communication between the trial court and Wife's counsel, his constitutional rights were violated because he was in a public place when on Zoom for the hearing, and the trial court improperly denied his petition because the statute does not require him to provide a reason for the decreased income and the court is without authority to order him to find another line of work.

The appellate court noted there was nothing in the record to suggest Wife's counsel communicated with the presiding judge, and that any communication before the Zoom hearing was limited to a discussion as to whether the hearing would be held via Zoom, which would have been proper even if the judge had been involved. The appeals court also noted Husband did not raise the objection at the time of the hearing, and had therefore forfeited any claim he might have had. As to the claim he had a constitutional right that was violated by being forced to participate in the Zoom hearing on a public computer at the courthouse, the appellate court noted that the very definition of a hearing is a "judicial session usually open to the public, held for purposes of deciding issues of fact or law, sometimes with witnesses testifying." He thus had no such constitutional right, and further made no complaint about this at the time of the hearing. Finally, the appeals court noted the trial court did not abuse its discretion in requiring a showing of a substantial change in circumstances based on the appropriate statutory factors. Husband's evidence consisted entirely of documents showing a reduced income, but he offered no "good faith" explanation for this reduction. The appellate court noted that if all that were required to

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reduce a maintenance obligation was a mere showing of reduced income, without an attendant proof of good faith, it would allow anyone to quit working solely to evade payment obligations. Consequently, the trial court's denial of Husband's petition to modify maintenance was affirmed.

In re Marriage of Schell, 2021 WL 5365295 (Ill.), November 18, 2021**

While divorce was pending, Father inherited approximately \$615,000, the majority of which was held in two individual retirement accounts (IRAs). The parties stipulated the inheritance was nonmarital property. Father's income was a combination of salary and earned dividends from the IRAs. When calculating child support and maintenance, the circuit court did not include Father's inheritance as part of his income. On September 5, 2018 the circuit court entered an order declining to include Father's inherited mandatory retirement income when calculating maintenance and child support. Mother filed a motion to reconsider, which was denied. Mother's subsequent appeal was denied for lack of jurisdiction because the order was not a final and appealable order. Mother moved to certify the issue of whether mandatory IRA distributions are income for purposes of child support and maintenance.

The appellate court reframed the question as whether mandatory distributions taken from an inherited IRA containing money that has never been imputed against the recipient for the purposes of maintenance and child support calculations constitute 'income' under 750 ILCS 5/504(b-3). The appeals court answered this reframed question in the affirmative, finding the statutory definition of income within the Act was broad enough to include an individual's inheritance when calculating maintenance and child support. The appellate court vacated the district court's order and remanded with directions to recalculate the child support and maintenance. The Illinois Supreme Court allowed appellant's petition for leave to appeal.

The Illinois Supreme Court found that the clear meaning of the Act is to make reasonable provision for spouses and children during and after litigation. This supports a liberal definition of "income" such that the wealth generated by the mandatory distributions or withdrawals from the inherited IRAs must be included in calculating Father's child support and maintenance obligations. The appellate court's decision was thereby affirmed, and the case was remanded with directions for recalculation.

See also MAINTENANCE, *In re Marriage of Browne*, 2021 WL 5905671 (Ill.App. 1 Dist.), December 14, 2021*

RECEIVER

In re Marriage of Lum and D'Angelo, 2021 WL 6125119 (Ill.App. 1 Dist.), December 27, 2021*

Wife filed a post-decree contempt petition against Husband for his failure to transfer over \$2 million to her. The trial court found Husband in contempt and set his purge at \$50,000. After he failed to pay, a body attachment was issued. Wife and Husband subsequently submitted an Agreed Order to appoint a receiver to manage the sale of several commercial properties to be used to satisfy Husband's obligations to Wife. Republic Bank, which had a lien on one of the properties, filed a petition to intervene and a motion to vacate the receiver appointment, claiming

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it was not provided notice and due process and that a bond should have been ordered. The trial court denied the motion, and the bank appealed.

The appellate court affirmed, holding that notice was not required to the bank until after the bank intervened as a third-party. Further, the trial court did conduct a hearing on the issues the bank raised and declined to grant any relief, so any question of due process became moot. The appellate court further held that the two adverse parties at the time of the appointment of the receiver were the former Husband and Wife, and they agreed to waive their right to have the receiver post a bond. The bank, which was not a party at the time of the appointment, was not intended to be protected by the statute that requires notice to all adverse parties and the right to a hearing before a bond is waived, and therefore, was not entitled to notice prior to the bond being waived. The appellate court ultimately found that given the large amount owed to Wife, the appointment of the receiver was not an abuse of the trial court's discretion.

RELOCATION

Barsky v. Barsky, 2021 WL 5415145 (Ill.App. 1 Dist.), November 19, 2021*

The parties were married in July 2005, and two children were born to the parties. The youngest was born with phenylketonuria (PKU), a severe metabolic disorder requiring a strict diet. Mother filed for a dissolution of the marriage in May 2014 following a violent incident. In August 2015, the court entered a custody judgment and parenting agreement, with Mother as the primary residential parent, joint decision-making pertaining to health care, religious training and education. In July 2017, the court entered a judgment for dissolution of marriage, incorporating the parties' former custody arrangement. In October 2017, Mother filed a police report alleging Father struck the oldest child in the head with a closed fist at their synagogue and sought an order of protection four days later. Father filed a motion for the appointment of a guardian ad litem. In late November 2018 Mother filed a petition for relocation, requesting to take the children to France. After analysis of the factors, and based on reports from the GAL and other specialists employed by both parties, the trial court granted Mother's relocation petition, exhaustively referencing the 609.2(g) factors in its decision. Among other factors favoring relocation was evidence of Father's violent tendencies, his executive functioning disorder, the children's fear of Father, and the promise of quality schooling and freedom from the stigma the boys experienced due to their Father's erratic behavior. The trial court also ordered Father was to have no contact with the children.

Father appealed, arguing the trial court's decision was against the manifest weight of the evidence. The appellate court analyzed the trial court's finding with respect to each of the factors and in each instance found the trial court's conclusions were not against the manifest weight of the evidence, concluding the trial court was in the best position to observe the parties and assess the evidence presented. As to the no contact order, the appellate court also affirmed the trial court's decision. The appellate court determined the trial court had used the necessary two-step process for restricting parental time by first making a factual determination the preponderance of the evidence shows the parent has engaged in conduct that seriously endangers the child and second exercise its discretion to protect the child. In this case the appellate court found the trial court did first make a factual determination Father endangered the children, both because of his tendency toward violence and because he did not know how to care for the youngest child's PKU.

* Unpublished/Rule 23(e)(1) decision.

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The trial court also properly exercised its discretion in determining the children's interests was served by a no-contact order.

In re Marriage of Whitney H. and Daniel B., 2021 WL 5411445 (Ill.App. 4 Dist.), November 18, 2021*

Mother filed a petition for an emergency order of protection alleging Father was unpredictable and might hurt her or the child subsequent to an argument between the parties. Mother's petition requested permission to go to her parent's residence in Indiana. Mother then filed a petition for dissolution of marriage. The trial court entered an agreed temporary order, allowing Mother to temporarily relocate to Indiana and granting Father alternating weekends and two weeks of the summer. Following a few different filings from each party, the court held a hearing and rendered a decision granting Father residential custody and Mother alternating weekends and two weeks over the summer. The trial court based its decision on finding both parents were loving and able to care for the child and the child was born in Illinois, which place was home. Mother was denied retroactive child support on the grounds she had filed two years ago and failed to maintain the action and ordered to pay child support to father.

Mother appealed, arguing the trial court's decision was against the manifest weight of the evidence. Mother's argument attacked the trial court's understanding and application of the law. The appellate court affirmed the trial court's decision, finding Mother selectively plucked statements to support her position but failed to appreciate the manner in which the trial court applied the law to the facts in the case. The appellate court did not find the trial court's decision was either arbitrary or unreasonable, and the fact that the court could have come to a different conclusion does not, on its face, indicate the decision it made was in error. As to Mother's contention the trial court erred in denying her petition to relocate, the appellate court noted the trial court was in the best position to determine the credibility of the witnesses and to hear evidence concerning the best interest of the child. Mother's appeal was little more than an effort to get the appellate court to "re-weigh" the evidence, which it will not do. Finally, the appellate court affirmed the trial court's application of its discretion to deny the request for retroactive child support, noting a reasonable person could conclude Mother had abandoned the petition when she failed to pursue it for two years.

Murray v. Lemay, 2021 WL 5446769 (Ill.App. 5 Dist.), November 22, 2021*

Father and Mother were the parents of two minor children. Pursuant to an agreed order, entered October 29, 2019, Mother had sole decision-making authority for the children in all areas, except for the 2019-2020 school year. The parties agreed the children would complete the 2019-20 school year in Illinois and Father would be the residential parent. Five days after the close of the school year, Mother would become the residential parent and would have sole authority to select the children's school. The parties further agreed to a parenting time schedule with the understanding Mother was going to move to Florida and Father would have summers and holidays. As to child support, in a separate order, the court noted Father owed \$1,379.35 in arrears, but Mother agreed to waive this in part so Father would agree to the parenting plan. In March 2020, Mother was living in Florida with her husband, William, and the children were in school with Father in Illinois. When the children were released from school due to Covid they relocated to Virginia and lived with Mother and William. Mother returned to Illinois in May while

* Unpublished/Rule 23(e)(1) decision.

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she and William sorted out some differences. She left the children with Father in Illinois in July, returning to help William prepare to move to Florida, where he would be stationed with the United States Army. She left the children with Father to start school, with the understanding once she was settled in Florida, or when the children had a significant school break, they would join her in Florida. Once settled in Florida, Mother requested the children move to Florida. Father refused. Both parties filed motions: Mother filed a petition for indirect civil contempt, and Father filed a motion to modify the allocation of parental responsibilities, claiming a change in circumstances.

Following a hearing in December 2020, the circuit court found Father and Mother had negotiated the terms of the original agreement at arm's length and there had not been a significant change in circumstances sufficient to modify the allocation of parental responsibilities. The court also denied Mother's petition, finding the particular circumstances of the case did not warrant finding Father in willful contempt. Father was ordered to allow Mother to take the children to Florida immediately following the children's winter break. Father appealed. The appellate court affirmed finding there had not been a substantial change in circumstances because the parties' agreement clearly contemplated Mother's relocation to Florida.

Siegel v. Siegel, 2021 WL 5823506 (Ill.App. 5 Dist.), December 8, 2021*

Mother filed for dissolution following an alleged incident of domestic violence by Father. The court entered a temporary order to allow Mother to relocate to Tennessee where her parents lived. On August 5, 2019, the parties entered an agreed order to dismiss pending cases, which included Mother's consent to the dismissal of the disorderly conduct charge against Father. Mother and child returned to Illinois.

On March 3, 2020, Mother filed a second petition for dissolution, alleging Father had a history of violence and abuse toward Mother and child. Mother filed a petition for temporary and permanent relocation to Tennessee, and then on the same day relocated to Tennessee without a court order. Father learned of the relocation after Mother and child arrived in Tennessee. Father filed a temporary restraining order as well as a petition requesting the circuit court to enter an order either requiring Mother to immediately return the child to Madison County, Illinois or within 50 miles thereof, or in the alternative, to award Father primary residential parenting time.

The circuit court held a videoconference via zoom on Father's petitions and granted Father's petition for preliminary injunction, ordering Mother to return to Illinois. The court awarded Mother exclusive possession of the marital residence, denied Father's petition for primary residential parenting time, detailed a parenting schedule, and appointed a GAL. The GAL submitted an 18-page report, and a trial was held. The circuit court entered a judgment for dissolution of marriage, dividing the marital property and awarding Mother decision-making authority over medical and religion, and Father decision-making authority over school and extra-curricular activities. In a separate order entered that same day, the court denied Mother's petition for temporary and permanent relocation and Mother's motion for Rule 137 sanctions, granted in part Father's motion for attorney's fees and denied Father's motion for sanctions.

Mother appealed, arguing the June 7, 2021 order denying her relocation, the allocation of decision-making, and the division of property was against the manifest weight of the evidence. The appellate court noted the parent seeking relocation bears the burden of proof to show the

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relocation is in the best interests of the child, as outlined in section 609.2(g) of the Illinois Marriage and Dissolution of Marriage Act (750 ILCS 5/609.2(g)). The appeals court detailed Mother's failure to show the circuit court's decision was against the manifest weight of the evidence, particularly as the circuit court relied on the GAL's report and articulated reasons relative to the factors appropriately. As to the allocation of parental decision-making, the appellate court noted Mother's brief failed to comply with Rule 341(h)(7) and did not contain contentions and reasons thereof, or citations to the record or to authorities. Consequently, Mother forfeited any argument on the issue. The appellate court affirmed other elements of the court's decision relative to division of marital property, but reversed the portions of the court order pertaining to spousal maintenance and daycare expenses remanding for further hearing on those issues.

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CRYPTOCURRENCY AND DIVORCE: UNCOVERING HIDDEN ASSETS, BIT(COIN) BY BIT(COIN)

Presented to the DuPage County Bar Association
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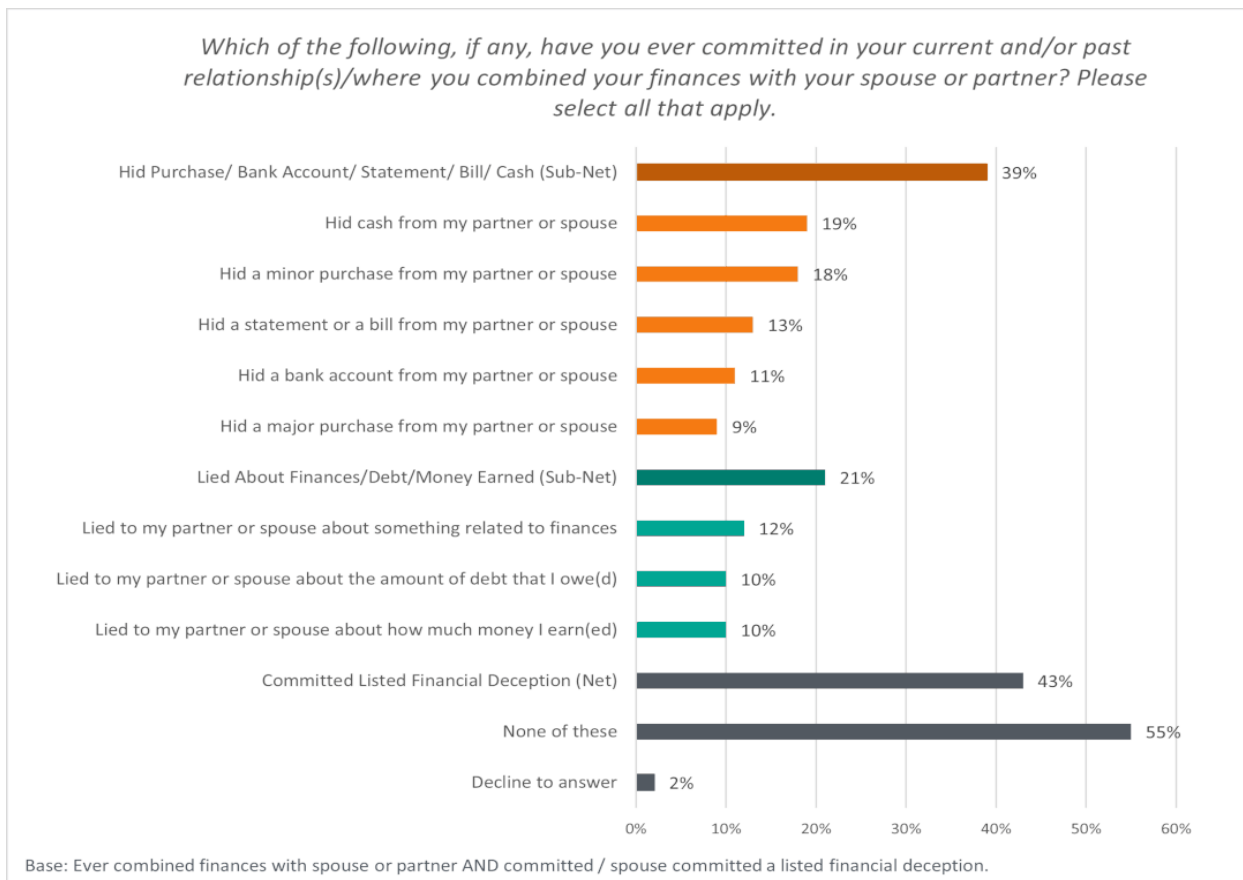


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I. FINANCIAL DECEPTION IN MARRIAGES

A. IS MARITAL FINANCIAL INFIDELITY INCREASING?

Financial deception within marriages is a worsening epidemic. A 2021 National Endowment for Financial Education® (NEFE®) poll analyzed financial infidelity among American adults and found that among those who report having ever combined finances in a relationship, two in five (43 percent) confess to having ever committed some act of financial deception.¹ According to Billy Hensley, Ph.D., president of NEFE, “[w]hen you comingle finances in a relationship, you’re consenting to cooperation and transparency in your money management. Regardless of the severity of the act, financial infidelity can cause tremendous strain on couples—it leads to arguments, a breakdown of trust, and in some cases, separation or even divorce.”



¹ <https://www.nefe.org/news/2021/11/2-in-5-americans-admit-to-financial-infidelity-against-their-partner.aspx>. This survey was conducted online within the U.S. by The Harris Poll on behalf of NEFE between June 28-30, 2021 among 2,073 adults ages 18+, of whom 1,248 reported ever combining finances with a spouse or partner. Of those who reported ever combining finances with a spouse or partner, 555 reported they had committed a financial deception, while 650 reported either that they or their spouse/partner had committed a financial deception. Results were weighted for age within gender, region, race/ethnicity, income and education where necessary to align them with their actual proportions in the population. Propensity score weighting was also used to adjust for respondents’ propensity to be online.

More than one-third (39 percent) admit to hiding a purchase, bank account, statement, bill or cash from their partner/spouse, and about one in five (21 percent) admit to lying about finances, amount of debt owed or amount of money earned to a partner/spouse. Men are more likely than women (47 percent vs. 39 percent) to commit a financial deception. Neither current income level nor current homeownership status appear related to whether financial deceptions were reported. However, financial deception seems to be greater among employed individuals (52 percent) versus unemployed individuals (31 percent), and in households with minor children (59 percent with minors versus 32 percent without minors).

Similarly, 2018 study at the University of Southern Mississippi indicated that 27% of cohabitating participants have kept a financial secret from their partner.²

B. REASONS FOR MARITAL FINANCIAL INFIDELITY

A 2020 exploratory study³ sought to identify reasons why married individuals commit financial infidelity. Two primary categories were identified as to why married individuals commit financial infidelity: (1) avoiding an argument, and (2) spending on self. In addition, ten themes of secret information were identified including: “gone somewhere (food and friends, routine events, adult time), spent time with someone (work friends, friends, exes/affair partners), and additional secrets (not keeping secrets, health related information, ending the relationship, information related to exes or affair partners).”

C. HIDING CRYPTOCURRENCIES IN DIVORCE CASES

Historically, cryptocurrencies have been considered desirable for hiding assets because of their supposed privacy and anonymity. Peter Walzer, former president of the American Academy of Matrimonial Lawyers, described it this way to Bloomberg.com:

“Just think of Venmo or PayPal—someone would have to get your mobile phone to find out about these transactions,” Walzer told Bloomberg Law in a Dec. 21 email. “Bitcoin and its nefarious relatives—Coinye and other cryptocurrencies—are Venmo on steroids. ... [Bitcoin is] anonymous and allegedly untraceable. [It’s] trickier to find.”

According to a September 2021 poll conducted by the Pew Research Center, at least 16% (or 52 million) Americans have personally invested in, traded, or otherwise used, cryptocurrencies, with men ages 18 to 29 being the segment of the population most likely to have used

² Jeanfreau, M. M., Noguchi, K., Mong, M. D., Stadthagen-Gonzalez, H. (2018). Financial Infidelity in Couple Relationships. *Journal of Financial Therapy*, 9(1), 1-20.

³ Jeanfreau, M.M., Holden, C. & Brazeal, M., “Our Money, My Secrets: Why Married Individuals Commit Financial Infidelity,” *Contemporary Family Therapy* 42, 46–54 (2020).

cryptocurrencies.⁴ Coincidentally, the average age of divorcing couples in America is about 30 years old, with divorcing women skewing a little bit younger than divorcing men.⁵

II. CRYPTOCURRENCIES – A NEW ASSET CLASS

The age of digital currencies has arrived. Combining computer science, cryptography, economics and network theory, a new and compelling asset class called cryptocurrencies is emerging. Cryptocurrencies have challenged modern monetary theory and is radically transforming our global financial infrastructure as warp speed.

A. BITCOIN – THE PIONEER CRYPTOCURRENCY.

Solving the Byzantine Generals Problem

The Byzantine Generals Problem describes a scene where the generals have encircled the city of Byzantium and must decide when to launch their assault as a group. If the generals assault simultaneously, they win; if they do not act in concert, they will lose. The generals must establish a perfect means of credible communication or their attack will fail. If they place their trust in a messenger, the generals risk that the messenger's trustworthiness has been compromised. Thus, the Problem demonstrates the difficulty of dispersed parties reaching consensus without the help of a trusted central party. Stated another way, the Problem requires that truth be established *trustlessly*.

Decentralized systems are inherently plagued by the Byzantine Generals Problem because these systems cannot verify the information received from other members of the network. Centralized systems attempt to solve the Problem by installing a central authority to convey only true information.

Modern money presents a classic Byzantine Generals Problem. How does a nation establish money that its citizens can trust and agree upon? Historically, precious metals and other rare goods have been used as mediums of exchange. Gold, often regarded as the most effective medium of exchange across cultures, has reliability problems with its weight and purity. Over time, centralized governments monopolized the issuance of money. It was believed that government control over the minting process would inspire trust in the purity of that government's paper and metal money. However, as governments seize money (through forfeiture and other methods), debase money (by increasing monetary supply), or change money⁶, trust in traditional money

⁴ <https://www.pewresearch.org/fact-tank/2021/11/11/16-of-americans-say-they-have-ever-invested-in-traded-or-used-cryptocurrency/#:~:text=%20The%%20vast%20%20majority%20of%20U.S.say%20they%20have%20%20Used%20cryptocurrencies>

⁵ <https://www.mckinleyirvin.com/family-law-blog/2012/october/32-shocking-divorce-statistics/>

⁶ For example, China's efforts to replace its paper currency with the digital yuan. <https://www.cnbc.com/2022/01/11/china-digital-yuan-pboc-to-expand-e-cny-use-but-challenges-remain.html>.

diminishes. Moreover, money is not counterfeit-proof and the 2008 Financial Crisis demonstrated that banks fail.

In the wake of the 2008 Financial Crisis, Satoshi Nakamoto⁷ published a nine-page white paper to a small cryptography mailing list describing Bitcoin as a technological solution to the Byzantine Generals Problem.⁸ Satoshi's paper addressed how members of a computer network can reach consensus on a specific reality even when none of its members can verify the identities or reliability of other members. Satoshi's solution combines an open-source digital monetary network, with blockchain technology and encryption, in order to transfer value between network participants. Bitcoin replaces banks and other central authorities with a network of computer nodes called "miners" to enforce its rules.

Using a "Proof-of-Work" mechanism, miners must publish proof that they invested considerable work (i.e., the completion of complex mathematical problems) into validating transactions that will be added to the Bitcoin blockchain. The first miner to solve the math problem is allowed to verify a new block of trustworthy data on the blockchain, and in return, receives a block reward consisting of transaction fees and newly mined bitcoins. Because this work imposes large costs on the miner and because of the reward available to miners, the publication of truthful information is incentivized. Moreover, because the network rules are objective, any node that broadcasts false information will be recognized as objectively invalid and be ignored. Finally, because each node can verify all information on the immutable blockchain, there is no need to trust other members of the network, making Bitcoin a trustless system.

The Bitcoin network launched in January 2009. This network has shown that it is possible for value to be quickly and securely transferred without the need for a trusted, central authority. Today, a new block of data is added to the Bitcoin blockchain every 10 minutes. According to the network's rules, no more than 21 million Bitcoin can ever be minted. Every 210,000 blocks (1% of the supply cap) requires that the block reward to miners is halved by 50%. These halvings will occur until 21 million Bitcoin are mined, expected to be around the year 2140. Bitcoin's third halving occurred in May 2020 which reduced the block reward from 12.5 bitcoins to 6.25 bitcoins per block. The fourth halving in 2024 will reduce the block reward to 3.125 bitcoins.

Superior to Gold and Traditional Money

As a decentralized form of money, Bitcoin is free from a controlling, or centralized, authority, and is governed only the network's shared consensus protocol. The trustless and programmable nature of its open-source blockchain makes it possible to implement new "monetary" tools which has advantages over, and may someday replace, the traditional money. For example, El Salvador's recent adoption of Bitcoin (\$BTC) as national currency permits peer-

⁷ The name used by the presumed pseudonymous person(s) who developed Bitcoin.

⁸ Satoshi Nakamoto, Bitcoin: A Peer-to-Peer Electronic Cash System, BITCOIN PROJECT, 1, <http://bitcoin.org/bitcoin.pdf>.

to-peer transfer of remittances from persons transferring United States fiat currency to El Salvadorans without the high cost of remittance fees controlled by banks.⁹

Bitcoin possesses the following “good money” qualities – it is perfectly scarce, independent of central authority, verifiable, durable, portable, immutable, divisible, and fungible.

- Scarcity – there will only ever be 21 million bitcoins. Neither gold nor traditional money are scarce.
- Independence –no central authority that governs Bitcoin’s monetary policy or global distribution. The ability to send and receive Bitcoin cannot be controlled by any government. Traditional money supply is controlled by central governments. Gold miners determine new gold supply. Bitcoin miners do not control supply and supply is predetermined by a 21 million Bitcoin cap.
- Verifiability – Bitcoin is verifiable with mathematical certainty on the Bitcoin blockchain, in real-time, from anywhere in the world. Using cryptographic signatures, the owner of a bitcoin can publicly prove ownership. Neither money nor gold is associated with cryptographic signatures proving ownership.
- Durability – Bitcoin resides on an open-source network maintained by a global base of users. The open-source nature of the Bitcoin protocol makes it durable against threats, eliminating single points of failure and allowing for continuous adaptation and improvement. Traditional money can be counterfeited; gold is subject to weight and purity disputes.
- Portability – As a digital currency, it can be stored easily on any digital medium such as a computer, smartphone, or storage device. Connectivity to the internet is all that is required to send and receive Bitcoin from anywhere in the world, at any time, in any amount, with little or no transaction costs, and with transparent and verifiable transaction records. Although traditional money is now frequently transacted digitally, gold must be physically delivered.
- Immutability – Bitcoin’s proof-of-work consensus mechanism makes it prohibitively expensive for anyone to attempt to rewrite or undo a Bitcoin transaction, thus making transactions effectively immutable. Once a block has been recorded those transactions cannot be reversed. Both traditional money and gold can be stolen.

⁹ An estimated 70% of the Salvadoran population receives remittance payments. In 2020, El Salvador received nearly \$6 billion in remittances, which accounted for about 23% of its gross domestic product. President Nayib Bukele estimates that money services providers like Western Union and MoneyGram will lose \$400 million a year in commissions for remittances, thanks to El Salvador’s adoption of Bitcoin. <https://www.cnbc.com/2021/09/09/el-salvador-bitcoin-move-could-cost-western-union-400-million-a-year.html>

- Divisibility – Every Bitcoin is displayed to eight decimal places, creating one hundred million units within each bitcoin. The smallest unit, a “satoshi,” represents 0.00000001 of a single bitcoin and is the smallest fraction of a bitcoin that can be transacted. Gold is not easily divisible.
- Fungibility – Every Bitcoin has exactly the same value as any other Bitcoin on the network. Not all gold is equal.

B. BLOCKCHAIN – ENABLING A FINANCIAL REVOLUTION

Bitcoin is the most profound application of public blockchain technology by promising a “self-sovereign” digital money replacement for traditional fiat currency. By demonstrating the power of decentralized systems, surviving and thriving with no single point of failure in both a permissionless and censorship-resistant manner, Bitcoin’s success has powered new forms of coordination across finance and the internet. The two largest Bitcoin-inspired revolutions are known as decentralized finance (“DeFi”) and Web 3.0 (also known as the “metaverse”). In order to further the aims of the decentralized finance and Web 3.0, decentralized networks are forming at a rapid pace into two categories: Layer-1 and Layer-2 networks.

Layer-1

Layer-1 networks which provide a fully transparent, verifiable ledger of all transactions native to that network’s blockchain. The following is a list of popular Layer-1 and Layer-2 DApps:

- Bitcoin (\$BTC)¹⁰ pioneered to use blockchain technology to manage a decentralized, immutable ledger, uncontrolled by any central authority, and having a shared record of every transaction ever made.
- Ethereum (\$ETH) is an open platform that enables developers to build and deploy decentralized applications that can execute autonomous, condition-based payments using “smart contracts.”
- Avalanche (\$AVAX) is an open platform that enables developers to build and deploy decentralized applications and enterprise blockchain deployments in one interoperable, highly scalable ecosystem. Developers who build on Avalanche can easily create applications and custom blockchain networks with complex rulesets or build on existing private or public subnets. Avalanche is designed to confirm transactions in under one second.
- Solana (\$SOL) is a single chain, delegated proof-of-stake protocol, focused on delivering scalability without sacrificing decentralization or security. Community tokens are held by

¹⁰ Cryptocurrencies are known by their “chain name” as well as their native token. This nomenclature derives from that used by stock equities (e.g., Tesla, Inc. is known as “\$TSLA”).

the Swiss Foundation, which is run by an independent board. The \$SOL token pool is used for bounties, incentives, programs, marketing and grants.

- Elrond (\$EGLD) seeks to offer extremely fast transactions speeds through a process called “sharding.” The project describes itself as a technology ecosystem for the new internet, which includes fintech, decentralized finance, and the Internet of Things.
- Cardano (\$ADA) is an fully open-source project that is developing a smart contract platform which aims to deliver hyper-fast transaction speeds.

Layer-2

Layer-2 networks are the decentralized applications (known as “DApps”) which are third-party integrations that can be used in conjunction with a Layer-1 blockchain and are established to perform a specific function. Popular Layer-2 networks, or DApps, include the following:

- AAVE (\$AAVE) is a non-custodial money market protocol where users can participate as depositors or borrowers. Depositors provide liquidity to the marker to earn a passive income, while borrowers are able to borrow in an overcollateralized (perpetually) or undercollateralized (one-block liquidity) fashion. The goal of AAVE as a protocol is to bring decentralized finance to the masses.
- Axie Infinity (\$AXS) is an Ethereum-based token that powers a blockchain based game where players can battle, collect and build a digital kingdom for their pets. AXS holders can claim rewards for staking their tokens, playing the game, and participating in key governance votes.
- Basic Attention Token (\$BAT) is an Ethereum-based token that can be used to obtain a variety of advertising and attention-based services on the Brave browser platform. User attention is privately monitored by the Brave browser (as opposed to Google sells is user attention data). Publishers are awarded \$BAT tokens. Users also receive \$BAT tokens for using the Brave browser.
- ChainLink (\$LINK) is a decentralized oracle service which aims to connect smart contracts with data from the real world. Since blockchains cannot access data outside of their network (in order to remain decentralized), an oracle is necessary to function as data feeds in smart contracts by providing external data (e.g., stock prices, weather data, etc.) that trigger smart contract executions upon the fulfillment of pre-defined conditions. Chainlink has a near monopoly as an oracle providing oracle services for more than 90% of all DeFi and Metaverse transactions.
- Compound (\$COMP) is an algorithmic money market protocol that lets users earn interest or borrow assets against collateral.
- Curve DAO Token (\$CRV) is an Ehtereum token that powers Curve.fi, a decentralized exchange and automated market maker protocol. The protocol is designed to make it easy

to swap between ERC-20 tokens, such as stablecoins like USDC and DAI) and Ethereum-based Bitcoin tokens like WBTC and renBTC.

- Dash (\$DASH) allows instant private payments online or in-store using a secure open source platform.
- DogeCoin (\$DOGE) is a peer-to-peer digital currency noted for its Shiba Inu dog mascot. DogeCoin is a “meme” coin meaning that it is intended for fun and not representative of any inherent value.
- DydX (\$DYDX) is a Layer-2 decentralized exchange that supports perpetual margin trading, and spot trading, as well as lending and borrowing without intermediaries.
- The Graph (\$GRT) is an indexing protocol for querying data for Layer-1 networks and DApps. It has been called the “Google of the Metaverse.”
- Keep Network (\$KEEP) is a privacy layer for public blockchains that allows users and DApps to privately transfer information from one party to another and store data in off chain containers called “keeps.”
- Loopring (\$LRC) is an Ethereum-based DApp that automates the market maker function for stocks.
- Polkadot (\$DOT) is an open-source project founded by the Web3 Foundation. As a sharded protocol, Polkadot enable Layer-1 blockchains to communicate with one another.
- Sandbox (\$SAND) is a virtual world where game players build, own and monetize their gaming experiences using non-fungible tokens (NFTs).

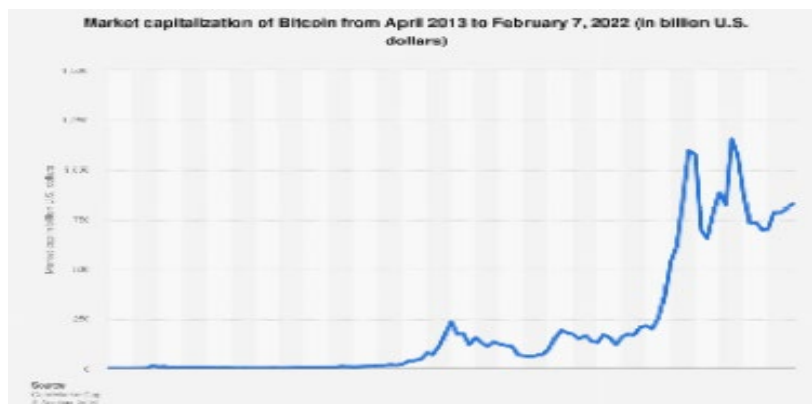
SushiSwap (\$SUSHI) is designed to be an evolution of UniSwap with \$SUSHI tokenomics by better aligning incentives for network participants by introducing revenue-sharing and network effects to the popular automated market maker model.

- Terra (\$LUNA) uses fiat-pegged stablecoins to power price-stable global payment systems by combining price stability and wide adoption of fiat currencies with the censorship-resistance of Bitcoin and fast, affordable settlements.
- UniSwap (\$UNI) is a trustless and highly decentralized financial infrastructure.
- VeChain (\$VET) is a supply chain and product management platform that allows product manufacturers to collect, manage and share verifiably accurate data with vendors and consumers throughout the product lifecycle.

C. WHAT IS A CRYPTOCURRENCY?

A cryptocurrency is the digital token that is given as a reward by a crypto project to its transaction validators. Currently, tokens are not regulated as securities by the Securities and

Exchange Commission.¹¹ Bitcoin is, by far, the most widely adopted form of cryptocurrency in the world trading at around \$44,000 per Bitcoin and having a market capitalization of about \$834 billion as of February 10, 2022. As recently as November, 2021, Bitcoin’s market cap exceeded \$1.2 trillion.



The next largest cryptocurrency in total market capitalization, as well as public mindshare, is Ethereum with \$386 billion. Although many people assume that Ethereum was launched soon after Bitcoin, the Ethereum network went live on July 30, 2015. The second cryptocurrency ever launched was Namecoin in April 2011. Namecoin was a fork from Bitcoin software using the same code, proof-of-work algorithm, and supply limitation of 21 million Namecoins. Its forked from Bitcoin in order to increase anonymity for miners. Like Bitcoin, Today, Namecoin is an obscure cryptocurrency with a market capitalization of around \$30 million. Far more cryptocurrency projects have struggled to achieve notoriety and market capitalization than have succeeded.

Today, there are more than 12,000 cryptocurrencies listed as tradable on www.coingecko.com, each form having distinctive characteristics that separate it from other forms of cryptocurrency. Those characteristics include the size of the blocks associated with the cryptocurrency, the software code, the utility of the cryptocurrency as a means of storing value or as a means of conducting day-to-day transactions, and, most importantly, the method of proving the validity of transactions (e.g., proof-of-work, proof-of-stake, proof-of-authority, etc.). As of February 10, 2022, the top 100 cryptocurrencies in market capitalization are listed on **Appendix 1**. For a list of cryptocurrency exchanges, see **Appendix 2**.

D. ARE CRYPTOCURRENCIES HERE TO STAY?

¹¹ Bitcoin, for example, is classified as a commodity by the Commodity Futures Trading Commission, as a non-security by the Securities and Exchange Commission, and as property by the Internal Revenue Service. See Testimony of CFTC Chairman Timothy Massad before the U.S. Senate Committee on Agriculture, Nutrition and Forestry (Dec. 10, 2014) <http://www.cftc.gov/PressRoom/SpeechesTestimony/opamassad-6>; Hearing of SEC Chairman Jay Clayton before the U.S. House Appropriations Committee (Apr. 26, 2018). <https://appropriations.house.gov/calendar/eventsingle.aspx?EventID=395258>; IRS Notice 2014-21; *But see Securities and Exchange Commission v. Ripple Labs*, 20-CV-10832 (S.D.N.Y.) in which the SEC contends that Ripple (\$XRP) is a digital asset sold with the expectation of profits derived from other parties' efforts and therefore a "security" under the Supreme Court's *Howey* test set forth in *SEC v. W.J. Howey Co.*, 328 U.S. 293, 299 (1946).

A common but rapidly decreasing sentiment is that divorce lawyers do not need to concern themselves with cryptocurrencies because they are not typically part of the marital estate and, eventually, cryptocurrencies will largely if not fully disappear. Nevertheless, the question is begged - are cryptocurrencies here to stay? The answer is an emphatic yes! If the number of cryptocurrencies are not enough, consider the following:

- According to a September 2021 poll conducted by the Pew Research Center, at least 16% (or 52 million) Americans have personally invested in, traded, or otherwise used, cryptocurrencies, with men ages 18 to 29 being the segment of the population most likely to have used cryptocurrencies. <https://www.pewresearch.org/fact-tank/2021/11/11/16-of-americans-say-they-have-ever-invested-in-traded-or-used-cryptocurrency/#:~:text=The%20vast%20majority%20of%20U.S.,say%20they%20have%20used%20cryptocurrencies.>
- Cryptocurrency-related job postings in the U.S. surged 395% between 2020 and 2021. https://www.linkedin.com/posts/linkedin-news_theworkshift-economy-labormarket-activity-6887062336839016450-67iT/. In fact, crypto-jobs outpaced the wider tech industry, which saw a 98% jump in postings in the same period. The most common crypto job postings were blockchain developer and engineer.
- According to PitchBook, venture capitalists invested a record \$30 billion in crypto companies in 2021. Venture capital invested a record \$30 billion in crypto in 2021, Bloomberg said, citing PitchBook. This is nearly four (4) times the previous record of \$8 billion in 2018. <https://markets.businessinsider.com/news/currencies/venture-capital-crypto-investment-record-30-billion-pitchbook-data-2021-12>.
- “Sign of the times” sentiment shows that cryptocurrencies are now a mainstay. For example, Staples Center in Los Angeles is now Crypto.com Arena and the Miami Heat play at the FTX Arena. And who hasn’t heard the commercial where Matt Damon tells us “fortune favors the brave?”

E. DEBUNKING THE BITCOIN (AND CRYPTO) MYTHS.¹²

Despite accelerating adoption and utilization by individual and institutional investors, the cryptocurrency ecosystem still has detractors such as including Senator Elizabeth Warren, U.S. Secretary of Treasury Janet Yellen, and legendary gold investor Peter Schiff. Although detractor arguments might seem plausible, it is becoming increasingly clear that they are incomplete, inaccurate, and outdated. This Section addresses the most common attacks against Bitcoin and other cryptocurrencies.

Claim: bitcoin is in a bubble.

Counter-Claim: bitcoin is a contender for the role of a global money.

¹² The majority of the content of this section is taken from Yassine Elmandjra’s (Analyst at ARK Invest) examination of Bitcoin myths entitled “Debunking Common Bitcoin Myths.” See <https://ark-invest.com/articles/analyst-research/bitcoin-myths/>.

This argument was first advanced by economist Nouriel Roubini, who claimed that bitcoin is in a bubble that will pop and then disappear. Proponents of this view assert that Bitcoin has no intrinsic value, and that its appreciation is a manifestation of the “greater fool” theory in which investors will “FOMO in” (i.e., “fear of missing out”) until the Bitcoin bubble bursts like the Dutch tulip bulb market bubble burst in the 17th century.¹³

To understand the flaw in this argument, one must consider the nature of fiat currency. Fiat currency is nothing more than paper and metal “stores of value” for making our work, time, and energy available for consumption tomorrow. Beyond that, the paper and metal minted by the United States government has no intrinsic value. The efficacy of fiat currency depends on how effectively it preserves or enhances value over time. Thus, the value of fiat currency is circular – it will appreciate as more people demand it, and as more people demand it, it becomes solidified as a store of value. Explained differently, fiat currency is a shared illusion in that it is valuable only because others believe it is valuable. Absent this shared perception, fiat currency is worthless. Moreover, fiat currencies are programmed to debase.¹⁴ As governments print more fiat currency, the value of existing fiat currency decreases.

In contrast, according to monetary history, the most common and sustainable monies possessed qualities that sustained their demand. For example, gold has long been recognized as a primary “store of value” thanks to its scarcity, fungibility, and durability. Similarly, Bitcoin is programmable monetary energy transferable on the world’s most powerful computer network and limited to 21 million coins. As a transparent, permanent ledger of transactions, it has value beyond simply being a digital representation of a coin. Thus, Bitcoin, often referred to as digital gold, not only shares many of gold’s characteristics but improves upon them. While scarce and durable, Bitcoin is also divisible into satoshis,¹⁵ verifiable, portable, and transferable. Bitcoin’s wide range of monetary characteristics confer a superior utility, which is now driving adoption and increasing demand as a digital currency.¹⁶

Claim: Bitcoin is too volatile to serve as a stores of value.

Counter-Claim: Bitcoin’s volatility highlights the credibility of its monetary policy.

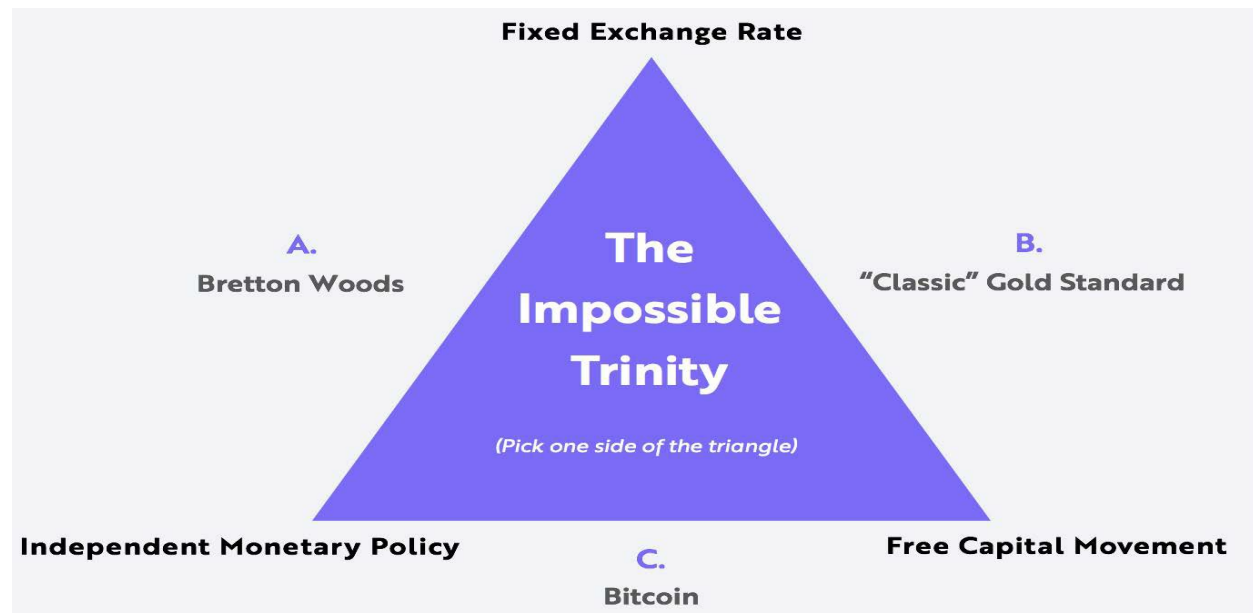
¹³ See https://www.investopedia.com/terms/d/dutch_tulip_bulb_market_bubble.asp.

¹⁴ Greg Foss, <https://rockstarinnercircle.com/wp-content/uploads/2021/04/Why-Every-Fixed-Income-Investor-Needs-To-Consider-Bitcoin-As-Portfolio-Insurance.pdf> (“[a]ccording to the Institute of International Finance, in 2018 total global debt was about US\$250 trillion”).

¹⁵ The satoshi is the smallest unit of the cryptocurrency bitcoin. There are 100 million satoshis per 1 Bitcoin.

¹⁶ For example, on September 7, 2021, Bitcoin officially became legal tender in El Salvador. <https://cointelegraph.com/news/september-7-is-bitcoin-day-in-el-salvador-as-btc-becomes-legal-tender>. And, “[i]n Mexico, Cuba and Venezuela crypto transactions are fast becoming a part of daily life, allowing for fast, cheap and reliable cross-border transactions in countries that also rely heavily on remittances.” <https://www.worldfinance.com/special-reports/a-new-era-for-the-crypto-age>

Critics argue that dramatic swings in Bitcoin’s daily price preclude it from being considered a “store-of-value” like gold. However, Bitcoin’s volatility proves the credibility of its monetary policy. The Impossible Trinity, a macroeconomic policy trilemma, explains why. As illustrated below, the trilemma postulates that, when formulating monetary goals, policymakers can satisfy two out of three objectives, not all three, as the third will contradict one of the first two.

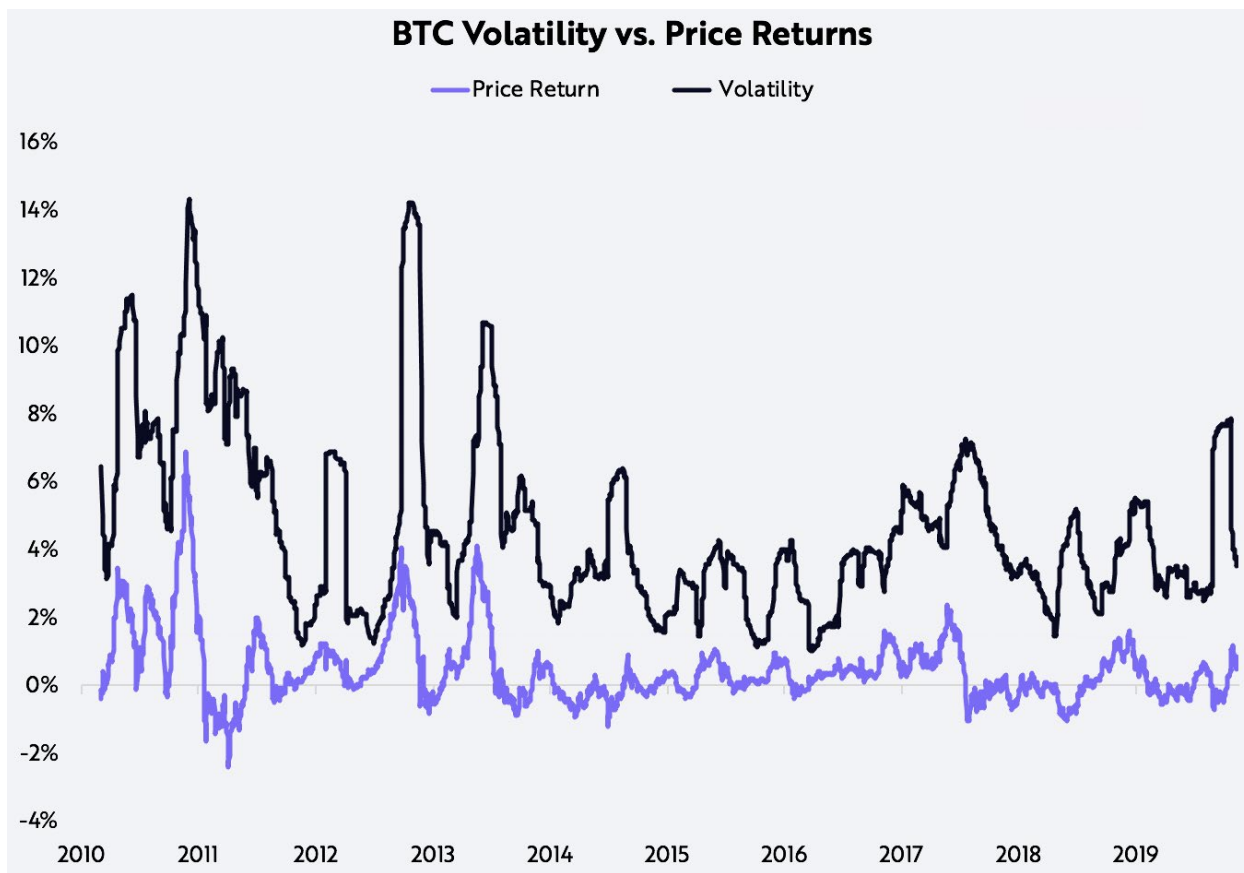


Source: ARK Investment Management LLC, 2020

Each side of the trilemma triangle is mutually exclusive to the others. A monetary authority choosing to fix exchange rates and allow the free flow of capital, for example, cannot control growth in the supply of money. Likewise, a monetary authority choosing to fix exchange rates and control money cannot accommodate the free flow of capital, and one choosing to accommodate the free flow of capital and control the supply of money cannot fix exchange rates.

Based on the trilemma, volatility is a natural consequence of Bitcoin’s monetary policy. Unlike modern central banking, Bitcoin does not prioritize exchange rate stability. Instead, based on a quantity rule of money, Bitcoin limits the growth of money supply and allows the free flow of capital, forgoing a stable exchange rate. As a result, bitcoin’s price is a function of demand relative to its supply. Consequently, volatility should be expected.

Nevertheless, Bitcoin’s volatility will continue to diminish as its adoption increases. The reason is that the marginal demand for Bitcoin will become a smaller percentage of its total network value, diminishing the magnitude of price swings. All else equal, for example, \$1 billion in new demand on a \$10 billion market capitalization, or network value, should impact bitcoin’s price more significantly than \$1 billion in new demand on a \$100 billion network value. Importantly, volatility should not preclude bitcoin as a store of value, primarily because it typically has coincided with significant upward moves in its price.



Source: ARK Investment Management LLC, 2020. Data Source: Coinmetrics

Over long time horizons, Bitcoin’s purchasing power has increased significantly. Since 2011, for example, the price of bitcoin has compounded at an annual rate of roughly 200% and, despite significant intra-year moves, it has appreciated on a year-over-year basis every year since 2014 as measured by its lowest value of the year.

Claim: bitcoin will lose value to ‘forks’ and digital copies.

Counter-Claim: bitcoin’s value cannot be replicated by software alone.

In the digital world, goods are intangible and are easily copied and even capable of enhancement (e.g., song recordings). Bitcoin’s software is free and open source, thereby allowing copycats to “fork the network” and create their own version. Bitcoin skeptics ask how can it be scarce if its software can be copied without restriction?

Forking Bitcoin software does not create new Bitcoins any more than inflating the Venezuelan bolivar adds dollars to the US monetary base. Forking merely creates a new network with new tokens (a/k/a coins) and new tokenomics. The new network is incapable of diluting the Bitcoin money supply. Thus, open source software encourages experimentation and competition.

Moreover, Bitcoin’s scarcity is a crucial aspect of its network. Now at almost 19 million units, the number of Bitcoins is programmed to stop at 21 million coins issued through “halving”

events.¹⁷ Each bitcoin is linked to one wallet at a time and cannot be copied. The only way to control a user’s Bitcoin is to have access to the owner’s associated private key. Thus, a fork of Bitcoin cannot impact Bitcoin’s unique hash power, users, and liquidity.

Claim: Bitcoin is for criminals.

Counter-Claim: Bitcoin is censorship-resistant.

Detractors claim that cryptocurrencies enable criminal activity, citing the nefarious activity of Bitcoin in its earliest days. To be sure, Bitcoin financed the “Silk Road,” an online black market platform best known for selling illegal drugs. But, to criticize Bitcoin for enabling criminal activity would be tantamount to saying that the existence of the U.S. Dollar is responsible for bank robberies. Phones, cars, and the internet are no less bannable for facilitating criminal activity than Bitcoin is.

A fundamental value feature of Bitcoin is that it is “censorship-resistant.” In other words, anyone can use Bitcoin for transactions; it does not censor anyone and is incapable of identifying specific persons. In the traditional economy, banks can identify users by account name, and more recently, by their IP address. Bitcoin and other cryptocurrencies distinguish users by cryptographic digital keys and addresses. As long as participants pay fees to miners, anyone can transact anywhere and at any time, and transactions are not reversible except by consent of all parties involved. If criminal activity could be censored on the Bitcoin network, then all activity could be censored. Instead, Bitcoin allows users to exchange value trustlessly. This does not make it an inherently criminal tool.

Additionally, only a small percentage of bitcoin transactions are for illicit purposes. A Chainalysis study showed that bitcoin transactions linked to illicit activities remains below 1%. This is due to Bitcoin’s transparency, i.e., any user can view the complete history of transactions on the network. This suggests that physical cash is the better medium for illicit activity.



¹⁷ Bitcoin halving is when the reward for mining bitcoins is cut in half. At the current rate that bitcoins are being produced, halvings happen about every four years. Bitcoin halving is part of a system designed to cap the total number of bitcoins at 21 million.

Claim: Bitcoin wastes too much energy.

Counter-Claim: Bitcoin's energy consumption is more efficient than gold and banks

Crypto critics argue that mining wastes too much energy. Eric Holthaus, one of the nation's top climate journalists, wrote:

“At its current consumption rates, Bitcoin could never replace the global financial system. Right now, with its high transaction fees, Bitcoin only can handle about 350,000 transactions a day. At that rate, Bitcoin would require 14x the world's total electricity just to process the 1 billion credit card transactions that take place every day. Bitcoin is not just inefficient, it's actively anti-efficient. It makes the world worse in exactly the opposite ways it's trying to help.”

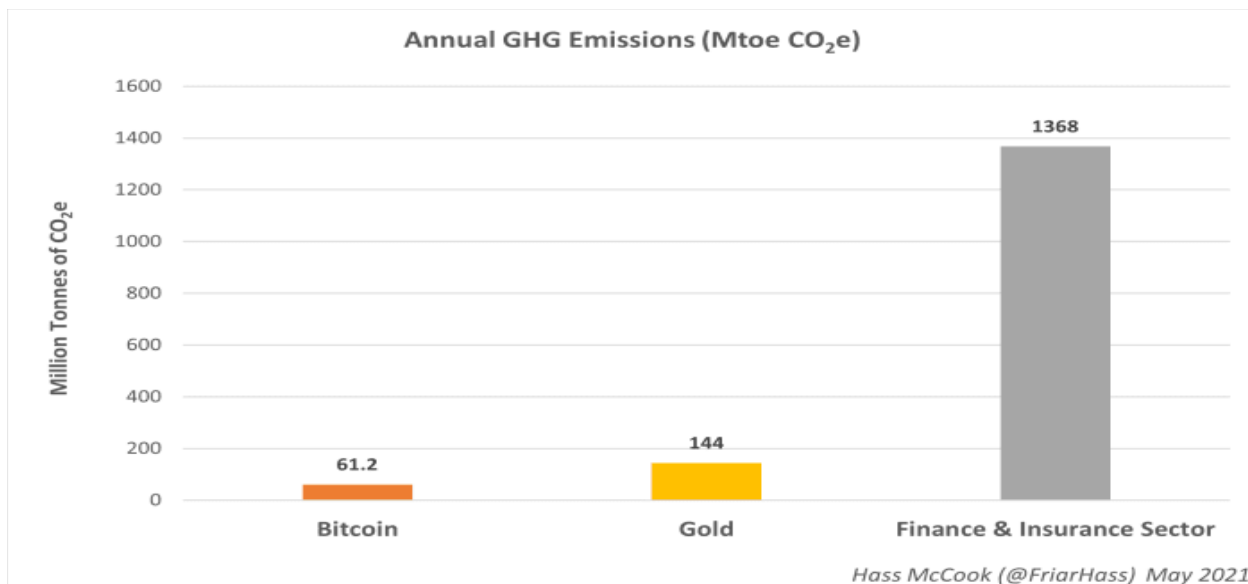
Crypto advocates regard this tradeoff as a critical feature. Bit Gold pioneer Nick Szabo described it this way” “[p]rolific resource consumption and poor computational scalability unlock the security necessary for independent, seamlessly global, and automated integrity.”¹⁸ ARK Invest's Yassine Elmandjra further elaborates:

“Bitcoin has a unique ability to provide settlement assurances in a decentralized – or trust-minimized – manner because specialized, dedicated hardware proves transparently that the computer has executed a costly computation.

Bitcoin makes the tradeoff explicit: by allocating significant real-world resources to mining, we believe the network guarantees settlement like none other. In *The Anatomy of Proof of Work*, Chaincode Labs resident Hugo Nguyen explains, “Under the hood, proof-of-work mining converts kinetic energy (electricity) into a ledger block. By attaching energy to a block, one gives it ‘form’, allowing it to have real weight and consequences in the physical world.”

Although Bitcoin's energy footprint is open to superficial criticism, Bitcoin's use of electricity is actually more efficient than traditional banking and gold mining on a global scale. Traditional banking emits 1,368 Megatonnes (Mtoe) of carbon per year and gold mining emits 144 Mtoe. Bitcoin emits 61 million Mtoe, less than 5% and 45% of traditional banking and gold mining, respectively. Thus, the most compelling research on the topic suggests that the environmental impact of crypto mining is *di minimis*. Renewables, particularly hydroelectric power, accounts for a large percentage of bitcoin's energy mix.

¹⁸ See <https://nakamotoinstitute.org/money-blockchains-and-social-scalability/>.



Moreover, as Castle Island Ventures partner, Nic Carter, has noted, in search of the cheapest forms of electricity, crypto miners will flock to regions offering a glut of renewable electricity, unlocking stranded energy assets as “electricity buyer[s] of last resort, creating a highly mobile base-demand for any electricity sources able to produce at prices below current producers, regardless of location.”¹⁹ Thus, from a climate perspective, crypto mining could be a net positive.

III. CRYPTOCURRENCIES – WHERE TO FIND THEM?

A. IDENTIFICATION THRU ACQUISITION

Identifying a spouse’s acquisition of cryptocurrencies is a relatively simple task depending on the method by which the cryptocurrency was acquired. For the purposes of the family law lawyer searching for the opponents’ crypto stash, there are four ways in which one typically acquires cryptocurrencies – (i) via a cryptocurrency exchange, (ii) from a cryptocurrency ATM, (iii) from a third-party via a peer-to-peer transfer; (iv) through an airdrop. Each acquisition method is described below.

(i) Via a Cryptocurrency Exchange

By far, the most common way to acquire any cryptocurrency is a transfer of funds from a spouse’s bank account, or purchase via a credit card, to a cryptocurrency exchange such as Binance, Coinbase, FTX, and Gemini²⁰ and transfer U.S. Dollars to the exchange. Cryptocurrencies can also be acquired through apps such as Robinhood, Paypal, Venmo, and Square’s CashApp. Tracing purchases through bank records or credit card statements will reveal the amount spent in US dollars on cryptocurrency, but will not reveal the cryptocurrencies purchased, the amount held, or the amount transferred without additional documentation.

¹⁹ <https://bitcoinmagazine.com/business/oil-field-alchemy-how-bitcoin-can-turn-waste-emissions-proof-work>.

²⁰ For a more thorough list of cryptocurrency exchanges, see Appendix 2.

(ii) Via a Cryptocurrency ATM

A crypto ATM is a standalone kiosk that allows the public to buy, sell, or exchange cryptocurrencies at the terminal. These ATMs are connected to the internet and utilize QR codes to acquire and transfer tokens into a destination selected by the user. Acquisitions can be made thru a transfer of bank funds or a purchase via a credit card. Thus, tracing cryptocurrencies purchased on an ATM is a relatively simple task.

(iii) Via a Third-Party

Cryptocurrencies can also be transferred from one person to a spouse through use of a QR code or special link. Transfers from a third-party to a spouse cannot generally be traced through bank or credit card records, but must usually be discovered through knowledge of the spouse's digital wallet(s) described in Section III(B). The reason is that the transfer occurs from the third-party's crypto wallet into the spouse's crypto wallet. An exception might exist where a spouse sells items on an application such as Paypal and receives payment via Bitcoin or other cryptocurrency. It is possible that the app-provider may keep records reflecting such payments, which records might be obtainable by subpoena.

(iv) Via an Airdrop

Airdrops involve cryptocurrency projects sending free tokens *en masse* to their communities as part of a marketing initiative to encourage greater adoption. In an airdrop, a crypto project will send newly minted tokens to hundreds or thousands of different wallet addresses with the hope that recipients will be more inclined to engage with that project. Airdropped tokens are usually announced on Twitter and within hours are transferred to community members who have registered their wallet address with the project. Because transfers from a crypto project are a direct deposit of a cryptocurrency to a spouse, bank and credit card records are of no value in identifying this type of transaction. Instead, airdropped cryptocurrency to a spouse can only be discovered through knowledge of the spouse's digital wallet(s) described in Section III(B).

B. IDENTIFICATION THRU STORAGE

As described above, a blockchain is a database or network stored on multiple computers located throughout the world (i.e., a distributed digital ledger) which come to an agreement about the transactions added to the blockchain are accurate. This validation of accuracy means that the blockchain is an unchangeable, permanent, public record, and therefore, all transactions on the blockchain can be trusted as perfectly accurate. A cryptocurrency is the digital currency that network participants use when interacting with a particular blockchain.

In traditional finance, checks can transfer value. At the bottom of a check is the bank's routing number, the account number and usually a check number. Checks display the name of the person associated with the account number. But even absent a person's name on the check, a bank can readily identify the owner and owner's address by knowing the account number.

YOUR NAME 123
 1234 Main Street
 Anywhere, OH 00000 DATE _____

PAY TO THE ORDER OF _____ \$
 _____ DOLLARS

⑆044072324 ⑆000123456789 ⑆123

ROUTING NUMBER **ACCOUNT NUMBER** **CHECK NUMBER**

In the cryptoverse, public/private key cryptography is used to receive and send a cryptocurrency. The key pair consists of a private key and—derived from it—a unique public key. The public key is used to receive funds, and the private key is used to sign transactions to spend the funds. When two people agree for one person to send cryptocurrency to the other, the two reveal their public addresses to one another. Because the transferor’s address is associated with their public and private keys, the transferee can confirm the transferor’s ownership of the transferred cryptocurrency by verifying that the transferor’s public and private keys correspond. And once the cryptocurrency is transferred, the transferee can spend or withdraw the cryptocurrency with their own private key, which will now be associated with that cryptocurrency. An example of this key pair can be seen below.

Bitcoin Address
 1E1144JY6R7TCmj3BGzjpf9EqP9vLKJm

Private Key
 6JCG34xv2a040op1BfSwPicBNUNCuk9Ht1qWMgWoMJWJpownAAi

Public Key
 0798694TR67C50Z680FVRD54SX9L833137Y30K70062CCEF18L5213I9R471P0107

Public keys are not anonymous, but pseudonymous. Although they do not store real-world identities, real-world identities can be linked to a person’s crypto address(es). Knowing the owner

of an address allows tying transaction records to a specific person.²¹ For example, Appendix 3 shows that wallet address 0x52662717e448be36cb54588499d5a8328bd95292 accumulated a significant amount of the Tenshi token, a DApp that tracks cryptocurrency dividends, in February 2022. Etherscan.io reveals that this wallet address is owned by billionaire Mark Cuban. See Appendix 4.²²

Although cryptocurrency transactions can occur directly between individuals, most transactions are often handled through digital currency exchanges. Digital currency exchanges are businesses that hold large amounts of traditional and cryptocurrency, allowing them to facilitate third-party transactions of traditional currency for cryptocurrency. To help facilitate such transactions, these businesses also provide hosted wallet services. When crypto is owned via an exchange, it remains “on-exchange” meaning that it has not been staked by the owner to a “digital wallet.”

An owner may transfer cryptos purchased via an exchange into a wallet hosted by the exchange or into a private digital wallet. A digital wallet hosted by the exchange or continuously connected to the internet is known as a “hot wallet.” Cryptocurrency can also be transferred to a standalone device disconnected from the internet except when coins are transferred to or from this device. These devices are known as “cold wallets.” Cold wallets range in cost from \$50 to \$250 and can be purchased on Amazon.com.

- Ledger NanoX.
- Trezor Model T.
- CoolWallet Pro.
- Keepkey.
- SafepalS1.
- Leger Naon S.
- Keystone Pro.

In the divorce context, knowledge of a spouse’s acquisition of a cold wallet is a telltale marker of that spouse’s ownership of cryptocurrency.

It is generally agreed that removal of a cryptocurrency from “on exchange” into a hot or cold wallet makes ownership of that cryptocurrency more secure. However, in the case of cold wallets, if one loses the device, the cryptocurrency is lost forever. In the case of hot wallets, the

²¹ “Bitcoin Transactions Aren’t as Anonymous as Everyone Hoped,” MIT Tech Rev. (Aug. 23, 2017), <https://www.technologyreview.com/2017/08/23/149531/bitcoin-transactions-arent-as-anonymous-as-everyone-hoped/>.

²² Cuban’s Ethereum wallet address became public in January 2021 when he showcased his portfolio of digital artwork (known as Non-Fungible Tokens or NFTs) on the NFT collectible website called Lazy. <https://lazy.com/mcuban>. Once his public Ethereum wallet was known, it was tagged with his name. Nevertheless, Cuban has multiple public wallets and it is believed that he has not closed the wallet identified to his name as a means towards educating cryptoenthusiasts about his favorite crypto projects. <https://chaindebrief.com/billionaire-mark-cuban-ethereum-wallet/>.

owner must remember the password known as a “seed phrase.” A seed phrase is a series of 16 words generated by the wallet host that gives one access to the crypto associated with that wallet. Thus, the seed phrase acts as a master password.²³ An example of a seed phrase is shown in the illustration below.



< Back

Confirm your Secret Backup Phrase

Please select each phrase in order to make sure it is correct.

- | | | | |
|---------|---------|--------|---------|
| assault | episode | fence | finish |
| fragile | goose | nature | nest |
| pizza | reveal | second | squeeze |

Knowledge of a spouse’s public wallet address is crucial in determining the full breadth of crypto owned by the spouse. For example, a spouse may have purchased 2 Bitcoin for a total of \$20,000 on September 8, 2020. On March 31, 2021, the Bitcoin was worth approximately \$108,000. On that same day, the spouse converted 1.0 Bitcoin into (i) 10,727 Axie Infinity (\$AXS) coins trading at \$5.50 per coin, (ii) 0.5 Bitcoin into 1,475 Solana (\$SOL) coins trading at \$20.00 per coin, and (iii) 0.5 Bitcoin into 29,500 Decentraland (\$MANA) coins trading at 1.00 per coin. As of February 13, 2022, the spouse would hold \$AXS, \$SOL and \$MANA worth approximately \$835,000.

C. OBTAINING WALLET ADDRESS INFORMATION

The Financial Affidavit approved by the Illinois Supreme Court, DV-A 120.3 (June 2021), is probably sufficient to require disclosure of cryptocurrencies held by a spouse. Although

²³ For more on password management using a MetaMask “hot” wallet, see <https://consensys.net/blog/metamask/metamask-secret-seed-phrase-and-password-management/>.

there is no specific section of cryptocurrencies on the affidavit, disclosure is probably required by sections 15(a) or 15(b),²⁴ 15(h), and 15(i).

15. My Assets

a. Cash and Cash Equivalents *(list balance as of the date of this affidavit)*

Checking, Savings, Money Market, and Other Bank or Credit Union Accounts

	Name of Bank or Institution	Name on Account	Account Type	Balance
1.				\$
2.				\$
3.				\$
4.				\$

I have attached one or more *Additional Cash and Cash Equivalents* forms.

b. Investment Accounts and Securities *(list FMV or balance as of the date of this affidavit)*

Stocks, Bonds, Options, Employee Stock Ownership Plans

	Company Name	# Shares	Type	Owner	FMV
1.					\$
2.					\$
3.					\$

I have attached one or more *Additional Investment Accounts and Securities* forms.

Investment/Brokerage Accounts, Mutual Funds, and Secured or Unsecured Notes *(list balance as of the date of this affidavit)*

	Description of Asset	Owner	Balance
1.			\$
2.			\$
3.			\$

I have attached one or more *Additional Investment/Brokerage Accounts, Mutual Funds, and Secured or Unsecured Notes* forms.

h. Valuable Collectibles *(coins, stamps, art, antiques, etc.)*

	Description	FMV
1.		\$
2.		\$

I have attached one or more *Additional Valuable Collectibles* forms.

i. Other Personal Property Valued Over \$500

	Description	FMV
1.		\$
2.		\$

I have attached one or more *Additional Other Personal Property Valued over \$500* forms.

²⁴ See footnote 10, *supra*.

A spouse's cryptocurrency public wallet address can be obtained by propounding an interrogatory that asks whether a spouse has ever acquired, received, held custody of, and/or transferred any crypto assets, and if so, the full public wallet address(es) into which the spouse received or transferred the crypto asset. "Crypto asset" should be defined as any cryptocurrency, non-fungible token (NFT), or any other form of digital asset based on a network that is decentralized or distributed across a large number of computers.

When a public wallet address is produced, counsel can then search the address using free blockchain explorer tools such as www.blockchain.info or private tracking software such as Coinpath™ from www.bitquery.io.

V. SURVEY OF RELEVANT CASE LAW

There have been relatively few civil actions involving cryptocurrency and even fewer reported divorce cases involving cryptocurrency. As of the time this paper was released for publication, a search of LEXIS revealed only five (5) cases involving the intersection of cryptocurrency and divorce, all of which are discussed in this Section.

Concealment

In re Marriage of DeSouza, 54 Cal. App. 5th 25 (2020). In a post-judgment proceeding, the trial court found that a husband breached his fiduciary duty²⁵ to his former wife and ordered him to transfer bitcoins and other cryptocurrency to her pursuant to the parties' judgment of dissolution and to pay her attorney fees and costs. The Court of Appeal affirmed the order. The court held that the trial court's finding that the husband failed to disclose material information about his bitcoin investments was supported by substantial evidence and within its broad discretion. Had the husband disclosed the important facts about the bitcoin investments, the wife would have had the ability to object to a division in kind of the total bitcoins and/or protect her interest in the bitcoins by requesting the trial court use its equitable powers to protect her from the husband's unilateral decision to purchase the bitcoins. Moreover, the trial court reasonably disagreed with the husband's contention that, even if he failed to disclose material information, his disclosure caused no impairment to the wife's community interest because the bitcoins from one of the investments earned millions of dollars for the community, thereby greatly enriching, not

²⁵ Section 721 of the California Family Code recognizes the confidential relationship held by spouses. That relationship is a fiduciary relationship imposing a duty of the highest good faith and fair dealing on each spouse. Also, within that division, Fam. Code, § 1100, addresses management and control of community property.

Compare *Nessler v. Nessler*, 387 Ill. App. 3d 1103, 1111 (4th Dist. 2008) (while a marital relationship alone may not establish a fiduciary relationship, a fiduciary relationship may arise in a marital one as the result of special circumstances of the couple's relationship, where one spouse places trust in the other so that the latter gains superiority and influence over the former); see *In re Estate of Glogovsek*, 248 Ill. App. 3d 784 (5th Dist. 1993) (finding no fiduciary relationship or undue influence where facts only showed that the wife paid household bills out of a joint account, drove the couple to a law office to discuss estate plan, and that the wife notified the attorney that her husband changed his mind about the contingent beneficiaries; the court held that there was a lack of evidence to show that the wife dominated the husband to a degree where a fiduciary relationship may be found).

impairing, the community estate. The financial success of one undisclosed investment did not erase the harm to the community estate, and the wife, occasioned by a separate undisclosed transaction.

Injunction

In *Greene v. Mt. Gox Inc.*, 14-cv-01437 (N.D. Ill., Mar. 11, 2014), the federal district court requiring defendants to freeze assets, preserve data, and other ancillary remedies. In that case, the plaintiffs sought recovery of their lost funds due to the hacking and subsequent collapse of the Mt. Gox cryptocurrency exchange. Mt. Gox and the bank it used for fiat currency transactions were located in Japan. Because the plaintiffs showed that the defendants were effectively insolvent and would be unable to satisfy a money judgment, the court restrained defendants against transferring any assets to the personal ownership of its operators. *But see, MacDonald v. Dynamic Ledger Solutions, Inc.*, 2017 BL 456346 (N.D. Cal., Dec. 20, 2017) (denial of injunctive relief).

Securities and Exchange Commission v. Shavers, 13-cv-416, 2014 BL 259471 (E.D. Tex., Sept. 18, 2014) (Shavers' Bitcoin worth approximately \$1 billion ordered frozen but Court did not enforce injunction at show cause hearing).

Marital Property

In re Taying Yang, 2020 Minn. Dist. LEXIS 180 (2020) (held cryptocurrency acquired during the marriage is considered marital property subject to division).

Tracing and Award

Chao Liu v. Junhua Chang, 2020 Wash. App. LEXIS 1046 (2020). In November 2017, Liu took a photograph of Chang's computer screen showing his MultiBit Classic Bitcoin Wallet with 53.21 Bitcoin valued at \$504,766. A May 2018 email from Chang contained screenshots of transactions for the Bitcoin wallet and showed the same number of Bitcoins but with a lower value. Chang testified that he sold all of the Bitcoin by 2015 and that the Wallet's balance was actually zero at the time of trial. He claimed the screenshots Liu provided were from obsolete software that stopped working before he transferred and sold his Bitcoin.

The trial court found that, "overall," Chang was not credible and that it could not determine "to what extent he was lying or delusional." The court found that Liu presented compelling evidence that Chang had 53+ Bitcoin as of May 2018 and Chang provided no evidence to support his claim that he had no Bitcoin. ***The court valued the Bitcoin at \$328,903 as of June 24, 2018, and awarded it to Chang "because the court has no viable way to transfer it to the wife."***²⁶ The trial court stated:

The transaction register [Chang] provided show transfers into his personal wallet and no transfers out. The transaction register he provided for his second Bitcoin account in a company called client base, show unique link identifiers between his two personal accounts, which did not exist for all of

²⁶ The trial court ruled in August 2018. Today, with the availability of cryptoexchanges such as Coinbase, Voyager, and others, the transfer of 50% of the 53+ Bitcoins would be a simple task.

the other transactions. He provided no actual account statements for either of his two accounts. In cross-examination, he agreed that if he took his computer [] to the court it would show that he still had 53+ Bitcoins in his account. Mr. Chang told a very complicated story about how we cannot possibly rely on this information because he no longer has that wallet due to the demise of a computer program. ***Because of the nature of cryptocurrency, it is very difficult for anyone but the owner of the Bitcoin to establish how many Bitcoin are owned by whom at what time and at what value.*** The upshot is that Mr. Chang never provided any documentary evidence that he does not continue to own 53 Bitcoin if not more (his Closing suggested it was actually 60 Bitcoin).

The Washington Appellate Court affirmed the trial court observing that the trial court gave Chang every chance to show what had actually happened to the Bitcoins, which included allowing Chang to bring his PC into court and show the court what had happened to the Bitcoins.

Spending Order Violation

In *Leonova v. Leonov*, 201 Conn. App. 285 (2020), a spending order was imposed against the parties which provided:

Neither party shall sell, transfer, exchange, assign, remove, or in any way dispose of, without the consent of the other party in writing, or an order of a judicial authority, any property, except in the usual course of business or for customary and usual household expenses or for reasonable attorney's fees in connection with this action.

(A) Nothing in subsection (b) (1) shall be construed to preclude a party from purchasing or selling securities, in the usual course of the parties' investment decisions, whether held in an individual or jointly held investment account, provided that the purchase or sale is: (i) intended to preserve the estate of the parties, (ii) transacted either on an open and public market or at an arm's length on a private market, and (iii) completed in such manner that the purchased securities or sales proceeds resulting from a sale remain, subject to the provisions and exceptions recited in subsection (b) (1), in the account in which the securities or cash were maintained immediately prior to the transaction. Nothing contained in this subsection shall be construed to apply to a party's purchase or sale on a private market of an interest in an entity that conducts a business in which the party is or intends to become an active participant.

(B) Notwithstanding the requirement of subparagraph (A) of subsection (b) (1) that the transaction be made in the usual course of the parties' investment decisions, if historically the parties' usual course of investment decisions involves their discussion of proposed transactions with each other before they are made, but a sale proposed by one party is a matter of such urgency as to timing that the party proposing the sale has a good faith belief that the delay

occasioned by such discussion would result in loss to the estate of the parties, then the party proposing the sale may proceed with the transaction without such prior discussion, but shall notify the other party of the transaction immediately upon its execution; provided, that a sale permitted by this subparagraph (B) shall be subject to all other conditions and provisions of subparagraph (A) of subsection (b) (1), so long as the transaction is intended to preserve the estate of the parties.

The husband, without consulting the wife or seeking her permission, made a \$39,000 investment in some cryptocurrencies and sold them for a \$22,000 loss. Although the husband had experience making investments, he testified that he had never invested in cryptocurrencies until after the spending order was in place. The trial court found that there was clear and convincing evidence of husband's willful failure to comply with the spending order by virtue of his cryptocurrency investment of \$39,000. The Connecticut appellate court rejected the husband's argument that his cryptocurrency investment is akin to any other investment in securities which he had done in the past. Because the husband admitted that he did not request permission from his wife before he purchased the cryptocurrencies and did not have accounts to purchase the cryptocurrency prior to the spending order, his investment fell outside transactions made "in the usual course."

Valuation

In *In re Marriage of Liu*, 2021 Wash. App. LEXIS 480, the Washington appellate court affirmed trial courts award of Bitcoin to husband valued under market price where wife failed to introduce valuation evidence at trial.

#	Coin	Symbol	Price	1h	24h	7d	30d	24h Volume	Circulating Supply	Total Supply	Mkt Cap
1	 Bitcoin BTC	BTC	\$43,190.42	0.4%	-1.1%	16.5%	1.1%	\$29,276,053,555	18,954,418	21 Million	\$818,649,198,458
2	 Ethereum ETH	ETH	\$3,065.06	0.4%	-3.7%	14.9%	-5.6%	\$20,193,684,688	119,530,603	∞	\$366,419,783,246
3	 Tether USDT	USDT	\$1.00	0.1%	0.1%	-0.1%	0.0%	\$62,427,935,370	78,385,451,173	78.4 Billion	\$78,486,929,717
4	 Binance Coin BNB	BNB	\$412.79	0.3%	-0.6%	11.4%	-10.9%	\$1,684,246,318	168,137,036	168 Million	\$69,369,011,057
5	 USD Coin USDC	USDC	\$1.00	0.2%	0.1%	-0.1%	0.1%	\$3,847,273,160	52,089,578,201	52.1 Billion	\$52,110,720,143
6	 XRP XRP	XRP	\$0.823897	0.4%	-3.8%	35.1%	6.6%	\$3,905,477,023	47,832,461,678	100 Billion	\$39,437,158,275
7	 Cardano ADA	ADA	\$1.14	0.4%	-2.8%	7.9%	-3.9%	\$1,406,485,522	32,066,390,668	45 Billion	\$36,550,831,899
8	 Solana SOL	SOL	\$104.70	-0.0%	-5.9%	3.8%	-25.4%	\$1,957,029,432	317,630,590	508 Million	\$33,254,455,763
9	 Polkadot DOT	DOT	\$20.34	-0.1%	-5.8%	8.4%	-20.4%	\$1,148,993,171	1,083,356,126	1.16 Billion	\$22,034,600,999
10	 Avalanche AVAX	AVAX	\$89.57	-0.7%	1.6%	31.5%	-0.0%	\$1,312,478,258	245,278,579	378 Million	\$21,965,125,557
11	 Terra LUNA	LUNA	\$52.46	0.5%	-6.0%	2.8%	-28.8%	\$1,603,319,212	401,348,109	818 Million	\$21,055,372,998
12	 Dogecoin DOGE	DOGE	\$0.152306	0.9%	-3.1%	10.5%	-0.9%	\$868,176,339	132,670,764,300	∞	\$20,205,943,215
13	 Binance USD BUSD	BUSD	\$1.00	0.2%	0.7%	-0.3%	0.0%	\$4,971,057,558	17,575,094,806,140,000,000,000,000,000	1760000000000000 Quadrillion	\$17,618,767,425
14	 Shiba Inu SHIB	SHIB	\$0.00003046	0.7%	-5.6%	47.0%	10.0%	\$1,821,532,713	0	1 Quadrillion	\$16,657,285,560
15	 Crypto.com Coin CRO	CRO	\$0.505337	0.2%	-1.2%	25.6%	10.0%	\$275,443,876	25,263,013,692	30.3 Billion	\$12,766,337,811
16	 Polygon MATIC	MATIC	\$1.83	0.3%	-7.2%	18.2%	-22.3%	\$1,549,221,358	6,872,890,164	10 Billion	\$12,552,873,208

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17	 TerraUSD UST	UST	\$1.00	0.1%	0.2%	-0.1%	0.1%	\$302,853,386	11,259,850,298	11.3 Billion	\$11,280,896,603
18	 Wrapped Bitcoin WBTC	WBTC	\$43,006.67	0.2%	-1.7%	16.1%	0.4%	\$356,559,015	261,814	262 Thousand	\$11,259,767,388
19	 Dai DAI	DAI	\$1.00	0.3%	0.2%	0.0%	0.1%	\$641,930,403	9,798,756,094	9.8 Billion	\$9,786,197,358
20	 Litecoin LTC	LTC	\$132.13	0.5%	-3.4%	19.9%	0.4%	\$1,022,380,611	69,613,183	84 Million	\$9,197,752,849
21	 Cosmos ATOM	ATOM	\$28.75	0.9%	-4.8%	-2.5%	-26.0%	\$713,700,603	287,982,045	∞	\$8,278,987,531
22	 Chainlink LINK	LINK	\$17.34	0.5%	-4.2%	7.2%	-35.3%	\$744,346,649	0	1 Billion	\$8,079,770,530
23	 Near NEAR	NEAR	\$11.76	0.8%	-5.8%	7.8%	-35.0%	\$425,866,906	631,625,551	1 Billion	\$7,430,307,665
24	 TRON TRX	TRX	\$0.068133	0.2%	-1.2%	14.0%	4.8%	\$957,312,638	101,789,778,785	102 Billion	\$6,935,272,784
25	 Bitcoin Cash BCH	BCH	\$337.98	0.4%	0.2%	20.9%	-8.6%	\$1,563,137,550	18,979,831	21 Million	\$6,414,794,483
26	 Algorand ALGO	ALGO	\$0.971953	0.4%	-4.6%	4.3%	-32.7%	\$244,635,662	6,563,643,240	7.01 Billion	\$6,381,020,451
27	 FTX Token FTT	FTT	\$44.32	0.5%	-6.1%	4.5%	11.4%	\$158,366,845	138,024,907,618,743,237,105,579,700	3340000000000 Quadrillion	\$6,102,588,524
28	 LEO Token LEO	LEO	\$6.42	-1.1%	-5.7%	56.4%	72.1%	\$5,905,128	937,207,128	985 Million	\$6,012,150,377
29	 Alex ALEX	ALEX	\$0.065111	?	?	?	?	?	85,236,888,089	100 Billion	\$5,549,840,683
30	 OKB OKB	OKB	\$21.93	0.2%	-5.1%	5.4%	-11.9%	\$103,873,827	0	300 Million	\$5,760,473,699
31	 Stellar XLM	XLM	\$0.230141	0.4%	-2.6%	18.5%	-13.0%	\$341,108,286	24,892,876,768	50 Billion	\$5,728,687,018
32	 Lido Staked Ether STETH	STETH	\$3,058.07	0.3%	-3.8%	14.8%	-5.6%	\$7,956,948	1,853,558	1.85 Million	\$5,667,105,435
33	 Fantom FTM	FTM	\$2.10	0.5%	-4.8%	7.8%	-18.5%	\$723,943,733	2,541,152,731	3.18 Billion	\$5,344,936,767

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34	 Uniswap UNI	UNI	\$11.35	0.4%	-5.0%	9.4%	-29.0%	\$219,565,372	456,489,583	1 Billion	\$5,181,494,758
35	 Decentraland MANA	MANA	\$3.25	1.7%	-0.0%	22.2%	10.4%	\$821,710,087	1,895,240,866,314,523,454,017,019,001	2190000000000 Quadrillion	\$4,849,654,215
36	 Hedera HBAR	HBAR	\$0.248713	0.3%	-1.3%	4.9%	-9.6%	\$81,713,620	19,389,577,880	50 Billion	\$4,822,448,642
37	 LADZ LADZ	LADZ	\$0.065910	?	?	?	?	?	69,803,772,964	100 Billion	\$4,600,776,174
38	 Ethereum Classic ETC	ETC	\$35.35	3.5%	0.7%	26.9%	19.0%	\$850,292,639	132,869,064	211 Million	\$4,693,675,543
39	 The Sandbox SAND	SAND	\$4.52	0.8%	-2.1%	22.4%	-5.3%	\$1,019,389,519	1,677,394,219,223,322,538,834,602,583	3000000000000 Quadrillion	\$4,660,694,643
40	 Axie Infinity AXS	AXS	\$64.26	1.3%	-0.9%	33.7%	-11.6%	\$523,500,612	71,046,995,496,435,251,923,474,028	2700000000000 Quadrillion	\$4,532,656,551
41	 Internet Computer ICP	ICP	\$21.40	-0.0%	-4.9%	3.2%	-37.5%	\$256,054,704	204,047,144	469 Million	\$4,366,037,164
42	 VeChain VET	VET	\$0.062783	0.4%	-4.6%	19.8%	-18.2%	\$305,583,134	66,760,741,299	86.7 Billion	\$4,191,116,923
43	 Theta Network THETA	THETA	\$4.06	-0.6%	21.4%	45.0%	-0.9%	\$970,552,996	1,000,000,000	1 Billion	\$4,053,200,965
44	 ECOMI OMI	OMI	\$0.00671543	-0.1%	-4.9%	1.7%	5.9%	\$4,049,419	581,910,045,187	750 Billion	\$3,907,776,457
45	 Filecoin FIL	FIL	\$22.95	0.0%	-3.1%	12.9%	-20.6%	\$446,594,655	159,548,352	1.97 Billion	\$3,660,872,173
46	 Elrond EGLD	EGLD	\$178.32	1.0%	-4.2%	28.4%	-12.9%	\$207,096,320	20,523,942	20.4 Million	\$3,659,775,938
47	 Rare RARE	RARE	\$0.04591160	?	?	?	?	?	79,119,712,990	100 Billion	\$3,632,512,599
48	 Tezos XTZ	XTZ	\$4.12	0.3%	-6.6%	7.8%	-1.5%	\$276,253,226	876,418,958	∞	\$3,607,035,255
49	 Monero XMR	XMR	\$179.83	1.3%	-1.5%	22.5%	-6.6%	\$140,452,269	18,076,987	∞	\$3,250,922,783

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66	 BitTorrent [OLD] BTTOLD	BTTOLD	\$0.00193908	-0.2%	-14.8%	3.1%	-22.7%	\$245,636	0	990 Billion	\$2,090,470,931
67	 BitTorrent BTT	BTT	\$0.00000225	0.1%	-2.2%	7.7%		\$152,957,141	932,497,500,000,000	990 Trillion	\$2,097,540,134
68	 Quant QNT	QNT	\$141.61	0.4%	-5.4%	4.3%	-16.4%	\$43,064,179	13,513,953	14.6 Million	\$1,913,728,155
69	 Theta Fuel TFUEL	TFUEL	\$0.216852	-0.0%	5.2%	30.9%	25.9%	\$138,093,975	0	5.3 Billion	\$1,242,384,672
70	 Maker MKR	MKR	\$2,089.88	0.6%	-5.3%	-8.6%	0.8%	\$70,710,408	977,631,029,056,690,239,117,797	978000000 Quadrillion	\$1,878,725,249
71	 Bitcoin SV BSV	BSV	\$98.47	0.4%	-1.6%	10.1%	-10.3%	\$82,365,959	18,975,958	21 Million	\$1,866,460,495
72	 Enjin Coin ENJ	ENJ	\$1.98	0.2%	-4.8%	18.1%	-14.4%	\$210,943,784	934,340,660	1000000000000 Quadrillion	\$1,851,816,487
73	 Radix XRD	XRD	\$0.186676	0.7%	-9.8%	14.9%	-12.0%	\$964,107	9,768,204,174	12.2 Billion	\$1,823,492,413
74	 Arweave AR	AR	\$35.04	-0.1%	-7.6%	0.8%	-27.3%	\$72,153,120	50,108,502	64.6 Million	\$1,755,637,644
75	 eCash XEC	XEC	\$0.00009111	0.2%	-3.5%	18.4%	-4.4%	\$30,068,837	18,975,960,923,313	21 Trillion	\$1,728,870,648
76	 Huobi BTC HBTC	HBTC	\$43,203.17	0.1%	-1.0%	16.7%	1.1%	\$4,716,097	39,884	39900000 Quadrillion	\$1,723,118,905
77	 Stacks STX	STX	\$1.62	0.7%	-6.7%	12.9%	-24.4%	\$54,428,772	1,052,561,462	1.35 Billion	\$1,703,896,788
78	 NEO NEO	NEO	\$23.56	0.3%	-6.1%	17.5%	-1.3%	\$168,134,525	70,530,000	100 Million	\$1,662,907,668
79	 Kusama KSM	KSM	\$177.85	-0.2%	-4.9%	9.8%	-31.8%	\$59,546,869	8,980,098	10 Million	\$1,597,036,517
80	 Huobi Token HT	HT	\$9.99	-0.2%	0.0%	8.9%	6.2%	\$42,782,325	156,741,729	500 Million	\$1,566,354,608
81	 KuCoin Token KCS	KCS	\$20.40	0.5%	-1.5%	14.0%	5.3%	\$16,276,889	76,429,661	166 Million	\$1,559,445,517
82	 Zcash ZEC	ZEC	\$124.64	1.5%	-0.2%	25.0%	-12.1%	\$268,634,519	12,109,206	21 Million	\$1,507,327,620

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83	 TrueUSD TUSD	TUSD	\$1.00	0.4%	0.3%	-0.1%	0.2%	\$117,114,563	1,476,481,626	1.48 Billion	\$1,479,319,917
84	 Amp AMP	AMP	\$0.03019772	0.3%	-3.0%	3.8%	-27.9%	\$11,337,951	48,013,928,909	99.4 Billion	\$1,449,680,395
85	 Celsius Network CEL	CEL	\$3.41	0.6%	4.5%	38.9%	7.9%	\$4,916,093	423,415,980	694 Million	\$1,442,606,848
86	 Kadena KDA	KDA	\$8.45	1.1%	-12.2%	56.0%	-8.8%	\$121,786,112	167,816,066	1 Billion	\$1,418,441,852
87	 Loopring LRC	LRC	\$1.02	1.1%	-3.4%	21.3%	-31.5%	\$269,305,535	1,338,996,540	1.37 Billion	\$1,365,788,361
88	 THORChain RUNE	RUNE	\$4.47	-0.4%	-6.3%	16.7%	-27.9%	\$54,283,350	300,750,085	500 Million	\$1,344,500,168
89	 Basic Attention Token BAT	BAT	\$0.883090	0.4%	-4.6%	6.9%	-16.8%	\$107,745,857	0	1.5 Billion	\$1,318,399,235
90	 Humans.ai HEART	HEART	\$0.158087	-0.4%	-1.2%	-1.1%	-16.5%	\$384,993	0	7.8 Billion	\$1,356,521,840
91	 Celo CELO	CELO	\$3.12	0.5%	-7.3%	3.1%	-31.1%	\$84,809,254	407,486,151	1 Billion	\$1,272,150,004
92	 Convex Finance CVX	CVX	\$25.30	0.5%	-12.4%	-2.2%	-34.1%	\$16,105,426	0	83.9 Million	\$1,246,660,932
93	 Curve DAO Token CRV	CRV	\$3.17	0.3%	-6.0%	2.1%	-31.3%	\$259,867,450	391,958,099	1690000000000 Quadrillion	\$1,242,150,474
94	 Smooth Love Potion SLP	SLP	\$0.03602138	6.6%	23.0%	232.2%	97.3%	\$2,872,010,678	34,008,965,802	∞	\$1,222,209,281
95	 Oasis Network ROSE	ROSE	\$0.342401	0.9%	-7.0%	2.9%	-23.2%	\$190,507,828	3,490,000,000	10 Billion	\$1,193,681,257
96	 Chiliz CHZ	CHZ	\$0.222831	0.3%	-7.2%	21.1%	-15.5%	\$196,896,541	5,344,064,580	8.89 Billion	\$1,190,825,793


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97	 NEXO NEXO	NEXO	\$2.12	1.1%	-6.3%	2.4%	-2.6%	\$7,473,131	0	1 Billion	\$1,178,054,481
98	 Dash DASH	DASH	\$111.18	0.6%	-2.0%	17.9%	-21.8%	\$198,083,179	10,573,365	18.9 Million	\$1,175,460,832
99	 JUNO JUNO	JUNO	\$27.60	0.4%	-4.1%	16.8%	78.7%	\$6,908,287	40,112,661	72.7 Million	\$1,107,181,711
100	 Secret SCRT	SCRT	\$6.69	-0.2%	-1.8%	31.6%	11.0%	\$46,718,875	162,817,957	∞	\$1,089,031,424
101	 Pax Dollar USDP	USDP	\$1.00	0.3%	0.3%	0.1%	-0.0%	\$6,968,893	1,083,929,017	1.08 Billion	\$1,084,988,453
102	 Waves WAVES	WAVES	\$10.82	0.4%	-6.6%	23.8%	-23.3%	\$232,052,382	100,000,000	100 Million	\$1,081,755,897
103	 Synthetix Network Token SNX	SNX	\$5.20	-0.3%	-7.5%	2.7%	2.5%	\$62,475,172	242,519,074,690,448,999,959,512,998	243000000000 Quadrillion	\$1,054,326,593
104	 GateToken GT	GT	\$6.90	0.2%	-0.9%	3.2%	7.8%	\$4,624,259	0	300 Million	\$1,046,189,263
105	 Mina Protocol MINA	MINA	\$2.72	-0.0%	-5.3%	10.2%	-21.3%	\$33,026,265	374,164,040	892 Million	\$1,018,020,185
106	 NEM XEM	XEM	\$0.113650	0.8%	-3.8%	11.6%	-1.3%	\$28,261,113	8,999,999,999	9 Billion	\$1,015,364,726
107	 IoTeX IOTX	IOTX	\$0.105894	-2.5%	1.9%	41.9%	3.1%	\$95,115,417	9,490,829,322	9.5 Billion	\$1,003,488,011
108	 Pocket Network POKT	POKT	\$1.32	0.0%	-3.1%	8.6%	-42.4%	\$5,134,040	741,379,246	906 Million	\$975,654,405
109	 Holo HOT	HOT	\$0.00545507	0.3%	-2.6%	25.0%	-10.5%	\$94,474,188	177,619,433,541	178 Billion	\$969,068,946
110	 Decred DCR	DCR	\$68.51	-0.1%	0.5%	8.0%	20.6%	\$4,537,246	13,755,925	21 Million	\$944,164,162
111	 SafeMoon SFM	SFM	\$0.00165588	2.0%	-1.9%	1.9%	-36.9%	\$590,058	566,325,758,773	1 Trillion	\$937,764,911
112	 LINK LN	LN	\$146.99	-0.5%	-3.8%	25.1%	7.8%	\$2,365,679	5,976,022	6.05 Million	\$878,411,409

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113	 Compound COMP	COMP	\$133.00	0.4%	-6.5%	7.1%	-29.9%	\$76,185,567	6,711,837,589,999,999,999,846,799	10000000000 Quadrillion	\$872,094,040
114	 Bitkub Coin KUB	KUB	\$9.84	0.6%	-2.2%	4.0%	-13.0%	\$7,445,369	88,750,000	110 Million	\$873,253,794
115	 yearn.finance YFI	YFI	\$24,415.16	0.2%	-4.6%	3.9%	-25.5%	\$141,505,804	0	36.7 Thousand	\$871,928,785
116	 Sushi SUSHI	SUSHI	\$4.42	0.8%	-6.3%	8.9%	-36.6%	\$183,486,838	238,894,781,037,181,297,016,606,436	240000000000 Quadrillion	\$848,280,212
117	 Livepeer LPT	LPT	\$33.88	0.8%	2.6%	32.9%	-7.7%	\$42,428,146	24,897,220,116,885,300,000,000,000	249000000000 Quadrillion	\$838,340,068
118	 1inch 1INCH	1INCH	\$1.78	0.5%	-6.8%	7.6%	-17.3%	\$73,817,205	468,182,351	1500000000000 Quadrillion	\$832,272,567
119	 cUSDT CUSDT	CUSDT	\$0.02171296	-0.1%	-0.2%	0.0%	0.1%	\$12,389,018	37,645,834,650	37.6 Billion	\$819,559,653
120	 Olympus OHM	OHM	\$76.44	0.5%	-1.7%	22.1%	-60.9%	\$19,177,384	11,442,935,192,160,722	11.4 Quadrillion	\$806,904,977
121	 XDC Network XDC	XDC	\$0.063688	0.9%	-1.2%	11.7%	-24.7%	\$9,889,609	12,238,141,964	37.6 Billion	\$780,182,688
122	 Frax Share FXS	FXS	\$21.39	0.7%	-0.9%	16.9%	-38.8%	\$8,245,020	35,648,060	99.9 Million	\$762,598,833
123	 LooksRare LOOKS	LOOKS	\$3.23	0.6%	-12.8%	-32.2%	13.1%	\$116,959,584	0	360 Million	\$762,519,293
124	 Ravencoin RVN	RVN	\$0.070767	0.2%	-4.7%	6.9%	-25.0%	\$39,335,458	10,473,290,000	21 Billion	\$740,373,174
125	 Audius AUDIO	AUDIO	\$1.21	1.2%	4.7%	33.0%	-12.6%	\$30,747,231	608,321,992	1.08 Billion	\$736,948,146
126	 Qtum QTUM	QTUM	\$7.07	0.2%	-5.9%	16.1%	-6.2%	\$128,654,833	104,038,268	108 Million	\$735,484,092
127	 e-Radix EXRD	EXRD	\$0.186616	0.3%	-9.4%	14.9%	-12.3%	\$2,794,930	3,960,000,000	?	\$737,104,630
128	 Zilliqa ZIL	ZIL	\$0.052719	0.2%	-6.1%	17.5%	-13.4%	\$52,007,772	13,922,405,250	21 Billion	\$733,979,881

#	Coin	Symbol	Price	1h	24h	7d	30d	24h Volume	Circulating Supply	Total Supply	Mkt Cap
129	 OMG Network OMG	OMG	\$5.04	0.3%	-5.6%	7.6%	-5.3%	\$242,150,758	140,245,398	140 Million	\$706,366,738
130	 Nexus Mutual NXM	NXM	\$102.83	-1.2%	-5.4%	14.2%	-5.6%	\$16,369	6,891,000	6.89 Million	\$708,621,060
131	 renBTC renBTC	renBTC	\$43,141.50	0.3%	-1.7%	16.5%	0.8%	\$1,627,550	16,273	16.3 Thousand	\$702,164,102
132	 Velas VLX	VLX	\$0.304792	0.7%	-5.4%	25.5%	-6.0%	\$5,308,664	2,260,797,960	2.26 Billion	\$689,587,583
133	 Marinade staked SOL MSOL	MSOL	\$107.78	-0.2%	-6.1%	3.5%	-25.0%	\$50,243,691	6,327,766	6.33 Million	\$682,205,989
134	 Bancor Network Token BNT	BNT	\$2.68	0.4%	-2.9%	10.8%	-15.9%	\$35,213,617	254,643,263,881,446,000,000,000,000	255000000000 Quadrillion	\$682,653,409
135	 WAX WAXP	WAXP	\$0.351940	0.4%	-3.7%	1.7%	-14.0%	\$50,000,297	1,929,424,071	3.77 Billion	\$679,042,280
136	 Ankr ANKR	ANKR	\$0.082966	0.2%	-2.0%	8.9%	-9.6%	\$50,305,179	0	10 Billion	\$676,285,545
137	 Gnosis GNO	GNO	\$345.95	0.3%	-2.0%	21.4%	-14.0%	\$5,044,752	1,865,027	10 Million	\$645,214,265
138	 IOST IOST	IOST	\$0.02794813	0.1%	-5.1%	9.1%	-4.5%	\$52,662,923	23,026,559,989	23 Billion	\$643,549,283
139	 OEC Token OKT	OKT	\$42.68	1.1%	-1.9%	3.8%	-12.5%	\$3,764,547	14,844,143	14.8 Million	\$633,574,307
140	 APENFT NFT	NFT	\$0.00000223	0.2%	-4.5%	11.8%	-18.7%	\$166,706,694	277,080,562,500,000	1 Quadrillion	\$620,124,019
141	 dYdX DYDX	DYDX	\$7.75	0.6%	-5.8%	27.9%	9.4%	\$216,906,317	0	1 Billion	\$618,848,796
142	 Bitcoin Gold BTG	BTG	\$35.49	0.4%	-3.6%	18.5%	-2.7%	\$22,341,759	17,513,924	21 Million	\$619,228,266
143	 Baby Doge Coin BABYDOGE	BABYDOGE	\$0.00000003833	-1.0%	-3.3%	4.6%	0.6%	\$22,468,373	159,278,394,658,793,747	420 Quadrillion	\$611,222,130













#	Coin	Symbol	Price	1h	24h	7d	30d	24h Volume	Circulating Supply	Total Supply	Mkt Cap
144	 Immutable X IMX	IMX	\$2.54	-0.4%	-9.3%	-25.3%	-29.7%	\$64,234,926	235,284,001	2 Billion	\$596,522,190
145	 SwissBorg CHSB	CHSB	\$0.613142	0.8%	-1.1%	3.0%	12.2%	\$1,339,515	951,754,603	1 Billion	\$583,588,019
146	 WOO Network WOO	WOO	\$0.652707	0.5%	-7.2%	21.9%	-34.1%	\$47,969,516	892,798,727	2.99 Billion	\$582,736,212
147	 Dogelon Mars ELON	ELON	\$0.00000104	0.4%	-5.8%	30.7%	-15.4%	\$19,096,530	554,298,287,186,147	1 Quadrillion	\$578,378,599
148	 Spell Token SPELL	SPELL	\$0.00701836	0.8%	-0.8%	15.0%	-51.7%	\$76,979,523	82,395,795,684	196 Billion	\$578,099,681
149	 ICON ICX	ICX	\$0.817982	0.2%	-3.7%	11.6%	-16.7%	\$26,471,766	705,775,665	800 Million	\$576,053,040
150	 Siacoin SC	SC	\$0.01135557	0.3%	-4.4%	10.5%	-16.7%	\$23,774,938	50,155,095,000	?	\$569,533,308
151	 DeFi Kingdoms JEWEL	JEWEL	\$8.68	0.4%	-6.8%	32.1%	-52.2%	\$34,685,765	65,742,601	336 Million	\$570,658,304
152	 Rocket Pool RPL	RPL	\$34.72	0.5%	-3.5%	15.0%	-6.6%	\$469,090	16,191,801	18 Million	\$562,205,289
153	 Convex CRV CVXCRV	CVXCRV	\$3.07	0.3%	-6.9%	2.3%	-31.1%	\$272,941	183,838,621	184 Million	\$563,406,127
154	 Fei USD FEI	FEI	\$1.00	0.4%	0.2%	-0.1%	0.2%	\$39,993,840	561,611,296	562 Million	\$562,811,765
155	 0x ZRX	ZRX	\$0.660101	0.1%	-6.5%	8.4%	-8.3%	\$38,604,076	0	1 Billion	\$560,870,860
156	 Rally RLY	RLY	\$0.243395	-0.0%	-4.5%	8.0%	-15.3%	\$4,179,945	2,257,806,912	15 Billion	\$550,677,562
157	 Kava KAVA	KAVA	\$3.61	0.2%	-2.6%	8.7%	-26.2%	\$68,955,804	152,580,416	160 Million	\$549,648,009
158	 Syscoin SYS	SYS	\$0.851155	0.3%	-3.5%	20.3%	-17.4%	\$17,189,125	633,025,275	888 Million	\$538,800,509

#	Coin	Symbol	Price	1h	24h	7d	30d	24h Volume	Circulating Supply	Total Supply	Mkt Cap
159	 Horizen ZEN	ZEN	\$44.80	0.3%	-7.0%	16.7%	-20.2%	\$31,800,448	12,053,006	21 Million	\$539,894,409
160	 Telcoin TEL	TEL	\$0.00830786	0.3%	-4.3%	23.3%	-17.7%	\$13,508,931	0	100 Billion	\$512,041,314
161	 Ontology ONT	ONT	\$0.579954	-0.3%	-1.6%	17.5%	-5.5%	\$116,610,600	875,249,524	1 Billion	\$507,703,920
162	 Liquity USD LUSD	LUSD	\$1.01	0.5%	0.4%	0.0%	0.9%	\$7,894,046	495,727,406	496 Million	\$500,026,537
163	 Decentralized Social DESO	DESO	\$47.08	-1.7%	-3.5%	-0.2%	-37.0%	\$728,168	10,532,254	10.8 Million	\$497,996,053
164	 Ronin RON	RON	\$3.25	0.4%	14.4%	57.3%		\$18,358,962	148,339,298	1 Billion	\$482,528,390
165	 SKALE SKL	SKL	\$0.148650	1.0%	6.8%	31.5%	-7.3%	\$33,530,249	3,216,225,835	4.62 Billion	\$473,744,331
166	 Render Token RNDR	RNDR	\$3.02	-0.8%	-6.7%	-9.5%	-13.0%	\$56,760,639	154,278,922	524000000000 Quadrillion	\$466,244,423
167	 Synapse SYN	SYN	\$2.65	-1.7%	-14.9%	6.9%	-0.2%	\$7,901,468	175,809,735	?	\$466,201,356
168	 Constellation DAG	DAG	\$0.184432	-0.2%	-5.2%	7.9%	-10.5%	\$1,577,997	2,513,003,194	3.55 Billion	\$463,898,117
169	 Nervos Network CKB	CKB	\$0.01545163	-1.8%	-7.1%	6.6%	-19.8%	\$13,309,497	29,726,284,384	∞	\$459,319,498
170	 Sapphire SAPP	SAPP	\$0.561851	0.3%	5.3%	34.8%	28.7%	\$4,585,200	801,227,085	3 Billion	\$450,170,262
171	 Moonbeam GLMR	GLMR	\$5.45	0.1%	-6.0%	14.8%	-54.3%	\$16,190,723	82,073,482	1.01 Billion	\$447,646,088
172	 Radio Caca RACA	RACA	\$0.00234591	0.5%	7.2%	18.8%	-5.6%	\$107,476.625	190,899,506,261	433 Billion	\$447,579,513
173	 Neutrino USD USDN	USDN	\$0.986996	0.4%	0.3%	0.5%	-0.4%	\$14,304,771	451,956,936	452 Million	\$446,241,180
174	 Illuvium ILV	ILV	\$683.90	0.3%	-4.5%	18.1%	-15.1%	\$23,564,891	634,776	7000000000 Quadrillion	\$434,126,401

#	Coin	Symbol	Price	1h	24h	7d	30d	24h Volume	Circulating Supply	Total Supply	Mkt Cap
175	 Ethereum Name Service ENS	ENS	\$18.77	0.4%	-8.2%	2.3%	-29.8%	\$77,432,658	34,467,982,799,999,999,988,408,982	1000000000000 Quadrillion	\$429,272,202
176	 WazirX WRX	WRX	\$0.938901	0.7%	-3.3%	4.1%	-9.3%	\$7,417,915	456,517,027	1 Billion	\$428,624,472
177	 Polymath POLY	POLY	\$0.459666	0.8%	-3.9%	6.8%	-6.2%	\$21,426,027	924,998,413	1 Billion	\$425,333,725
178	 Anyswap ANY	ANY	\$22.85	-0.0%	-8.1%	12.0%	31.5%	\$7,320,275	18,363,293	99.7 Million	\$419,684,093
179	 Anchor Protocol ANC	ANC	\$1.88	2.1%	5.8%	40.0%	-27.9%	\$41,673,820	222,658,485	1 Billion	\$418,452,030
180	 Hive HIVE	HIVE	\$1.11	0.1%	-2.7%	3.8%	-16.4%	\$14,169,506	371,261,454	∞	\$412,461,864
181	 NuCypher NU	NU	\$0.569095	0.3%	-5.1%	16.6%	-6.7%	\$62,524,687	0	3.89 Billion	\$411,248,209
182	 Tether Gold XAUT	XAUT	\$1,813.20	0.4%	-0.1%	0.4%	-0.7%	\$1,038,931	226,289	226 Thousand	\$410,303,394
183	 Perpetual Protocol PERP	PERP	\$6.37	0.0%	-2.8%	6.2%	-32.4%	\$10,009,841	0	150 Million	\$409,106,481
184	 UMA UMA	UMA	\$6.18	0.8%	-5.2%	8.5%	-28.3%	\$11,853,610	65,312,440,642,854,593,915,950,516	106000000000 Quadrillion	\$401,239,473
185	 Tokemak TOKE	TOKE	\$39.62	0.3%	-3.9%	26.2%	-19.8%	\$3,540,831	0	100 Million	\$396,303,834
186	 JUST JST	JST	\$0.053903	0.3%	-5.7%	28.7%	11.8%	\$131,266,920	7,300,425,000	9.9 Billion	\$394,314,819
187	 DigiByte DGB	DGB	\$0.02590011	0.2%	-5.7%	22.5%	-9.5%	\$27,377,757	15,084,836,369	21 Billion	\$390,701,348
188	 Flux FLUX	FLUX	\$1.71	0.6%	-5.9%	18.3%	-36.4%	\$26,632,442	226,256,667	440 Million	\$387,632,497
189	 Golem GLM	GLM	\$0.386200	-0.5%	-3.9%	5.3%	-9.9%	\$7,581,078	1,000,000,000	1 Billion	\$387,595,160
190	 REN REN	REN	\$0.384231	1.6%	-1.4%	20.0%	-16.1%	\$43,282,278	1,000,000,000	1 Billion	\$384,079,255

#	Coin	Symbol	Price	1h	24h	7d	30d	24h Volume	Circulating Supply	Total Supply	Mkt Cap
191	 ConstitutionDAO PEOPLE	PEOPLE	\$0.075722	1.2%	-12.7%	-1.7%	-1.4%	\$267,065,921	5,062,296,873	5060000000000 Quadrillion	\$383,325,749
192	 Mobox MBOX	MBOX	\$3.36	0.4%	8.6%	25.8%	-16.7%	\$142,405,213	112,993,908	387 Million	\$379,220,956
193	 Keep Network KEEP	KEEP	\$0.686779	-0.2%	-4.2%	57.2%	10.4%	\$57,819,637	549,716,300	1 Billion	\$377,533,646
194	 PAX Gold PAXG	PAXG	\$1,830.54	-0.0%	-0.5%	0.8%	0.4%	\$11,574,727	197,869	198 Thousand	\$362,816,666
195	 Coin98 C98	C98	\$1.95	1.5%	5.3%	18.3%	-19.7%	\$64,785,518	185,000,000	1 Billion	\$357,031,718
196	 PLEX PLEX	PLEX	\$1.47	-0.0%	-0.3%	8.9%	-20.7%	\$22,818,062	237,064,226	415 Million	\$348,974,823
197	 FLEX Coin FLEX	FLEX	\$4.42	0.6%	2.7%	2.9%	-20.6%	\$1,550,463,431	78,735,765	98.7 Million	\$348,217,432
198	 Cratos CRTS	CRTS	\$0.00504184	0.1%	-1.7%	-9.1%	-3.8%	\$15,929,747	69,000,000,000	100 Billion	\$348,031,724
199	 UFO Gaming UFO	UFO	\$0.00001347	-0.3%	-7.3%	-0.6%	-21.0%	\$10,682,380	25,757,575,757,575	25.8 Trillion	\$347,154,197
200	 Dopex DPX	DPX	\$1,967.18	-1.1%	-14.4%	40.6%	-33.1%	\$12,602,219	174,756	500 Thousand	\$343,768,068
201	 PlayDapp PLA	PLA	\$1.13	-0.3%	-3.1%	19.7%	-2.8%	\$37,571,704	0	700 Million	\$342,616,658
202	 WINKLink WIN	WIN	\$0.00034549	0.2%	-3.6%	14.7%	-8.8%	\$110,661,555	961,737,300,000	999 Billion	\$332,706,906
203	 Ultra UOS	UOS	\$1.22	0.8%	-4.6%	12.6%	-1.2%	\$6,568,644	270,391,922	1 Billion	\$329,766,909
204	 Serum SRM	SRM	\$2.46	0.1%	-4.2%	8.5%	-19.0%	\$101,880,443	133,231,781	1.09 Billion	\$327,752,830
205	 Chromia CHR	CHR	\$0.577524	0.8%	-7.5%	12.1%	-22.7%	\$79,670,983	567,369,439	567 Million	\$327,669,619
206	 Raydium RAY	RAY	\$3.92	-0.1%	-2.5%	8.5%	-26.6%	\$68,327,438	82,689,183	555 Million	\$324,030,898
207	 Tribe TRIBE	TRIBE	\$0.702592	-0.6%	-1.9%	2.9%	-31.5%	\$11,115,863	455,015,531	1 Billion	\$320,742,908

#	Coin	Symbol	Price	1h	24h	7d	30d	24h Volume	Circulating Supply	Total Supply	Mkt Cap
208	 Vulcan Forged PYR	PYR	\$13.37	0.3%	-7.6%	10.9%	-4.5%	\$63,454,455	23,897,700	50 Million	\$319,415,386
209	 Wonderland TIME	TIME	\$354.02	1.2%	-9.1%	11.6%	-83.5%	\$2,107,972	900,255	1.7 Million	\$318,389,900
210	 DigitalBits XDB	XDB	\$0.417216	0.1%	-0.9%	1.1%	5.4%	\$1,818,221	0	1.5 Billion	\$317,078,259
211	 Celer Network CELR	CELR	\$0.054981	0.6%	-3.4%	10.2%	-18.6%	\$107,049,110	5,645,454,936	10 Billion	\$310,395,301
212	 Dent DENT	DENT	\$0.00313941	0.8%	-3.6%	25.9%	-11.1%	\$39,729,607	99,007,791,203	100 Billion	\$310,716,392
213	 Nano XNO	XNO	\$2.33	0.1%	-0.3%	13.6%	-23.1%	\$32,698,565	133,248,290	133 Million	\$310,671,679
214	 GMX GMX	GMX	\$42.05	0.7%	-5.3%	12.1%	11.5%	\$5,694,644	7,343,343	7.34 Million	\$307,950,202
215	 xSUSHI XSUSHI	XSUSHI	\$5.48	0.5%	-7.5%	9.7%	-36.1%	\$175,458	55,787,095,376,638,800,000,000,000	55800000000 Quadrillion	\$304,450,256
216	 Casper Network CSPR	CSPR	\$0.087309	1.0%	-0.1%	-1.5%	-25.5%	\$14,193,539	3,462,311,003	10.7 Billion	\$302,259,092
217	 Tomb TOMB	TOMB	\$2.11	0.2%	-4.4%	8.8%	-22.6%	\$11,085,794	142,995,089	143 Million	\$301,948,751
218	 Yield Guild Games YGG	YGG	\$3.42	0.3%	-3.6%	4.6%	-22.2%	\$42,977,319	87,906,250	1 Billion	\$300,446,584
219	 Mask Network MASK	MASK	\$6.38	0.6%	-7.0%	13.9%	-33.2%	\$31,270,205	47,229,163	100 Million	\$300,828,246
220	 Keep3rV1 KP3R	KP3R	\$841.39	0.1%	-5.7%	-4.9%	-37.6%	\$21,824,266	354,093	354000000 Quadrillion	\$297,931,393
221	 XYO Network XYO	XYO	\$0.02370719	1.0%	0.2%	16.5%	-18.8%	\$15,760,788	12,463,715,146	13.9 Billion	\$295,431,176
222	 Metis Token METIS	METIS	\$135.50	-0.2%	-8.2%	22.5%	-31.3%	\$42,658,742	0	4.93 Million	\$294,060,452


#	Coin	Symbol	Price	1h	24h	7d	30d	24h Volume	Circulating Supply	Total Supply	Mkt Cap
223	 Moonriver MOVR	MOVR	\$93.84	-0.1%	-9.0%	26.4%	-43.5%	\$35,480,757	3,125,570	10.3 Million	\$293,368,553
224	 Tomb Shares TSHARE	TSHARE	\$7,477.34	0.0%	-6.2%	-33.2%	-56.9%	\$22,805,629	39,128	65.6 Thousand	\$292,571,023
225	 SuperFarm SUPER	SUPER	\$0.998045	1.3%	-6.7%	50.4%	3.0%	\$41,234,607	287,331,878	1000000000000 Quadrillion	\$287,016,091
226	 Telos TLOS	TLOS	\$1.12	1.2%	-8.6%	6.9%	134.9%	\$10,915,712	255,234,146	355 Million	\$285,392,862
227	 Swipe SXP	SXP	\$1.46	0.0%	-3.9%	5.2%	-9.1%	\$78,609,698	0	285 Million	\$283,975,543
228	 Function X FX	FX	\$0.610473	-0.1%	-3.6%	10.8%	-15.7%	\$5,121,669	458,242,931	458 Million	\$279,746,727
229	 SafeMoon [OLD] SAFEMOON	SAFEMOON	\$0.00000158	-0.3%	-1.7%	14.0%	-26.6%	\$3,625	0	1 Quadrillion	\$324,040,704
230	 Zipmex Token ZMT	ZMT	\$3.14	0.5%	-1.7%	12.0%	6.0%	\$16,493,239	0	200000000000 Quadrillion	\$274,250,977
231	 Redacted Cartel BTRFLY	BTRFLY	\$769.80	-0.7%	-13.7%	61.6%	-67.5%	\$11,072,271	354,713	359 Trillion	\$273,059,308
232	 Fetch.ai FET	FET	\$0.392841	1.5%	-3.5%	25.8%	-16.3%	\$37,315,176	688,117,805	1150000000000 Quadrillion	\$270,303,986
233	 Victoria VR VR	VR	\$0.341975	-1.4%	0.6%	-4.3%	-31.6%	\$5,723,267	784,606,920	16.8 Billion	\$268,328,928
234	 Aurora AURORA	AURORA	\$12.01	0.4%	-6.4%	-3.8%	-55.2%	\$5,430,539	22,335,452	1 Billion	\$268,153,706
235	 Lisk LSK	LSK	\$1.85	-15.9%	-17.5%	13.6%	-18.0%	\$2,820,355	144,818,773	?	\$267,716,683
236	 Ocean Protocol OCEAN	OCEAN	\$0.611177	0.4%	-4.7%	11.2%	-17.9%	\$35,757,952	434,026,837	613 Million	\$265,266,444
237	 COTI COTI	COTI	\$0.305262	0.1%	-2.6%	7.8%	-8.9%	\$51,320,592	868,672,118	2 Billion	\$265,176,860













#	Coin	Symbol	Price	1h	24h	7d	30d	24h Volume	Circulating Supply	Total Supply	Mkt Cap
238	 OriginTrail TRAC	TRAC	\$0.717592	0.1%	-5.1%	15.4%	-29.6%	\$1,518,952	0	500 Million	\$264,599,523
239	 Everscale EVER	EVER	\$0.286988	-0.1%	-0.7%	-2.9%	-21.4%	\$1,225,620	917,681,693	2.05 Billion	\$263,363,971
240	 Energy Web Token EWT	EWT	\$6.47	0.6%	-2.5%	12.2%	-20.6%	\$1,715,545	40,540,796	66.7 Million	\$262,585,418
241	 MAI MIMATIC	MIMATIC	\$0.998593	0.2%	0.5%	0.1%	0.9%	\$4,024,678	262,931,491	263 Million	\$262,561,972
242	 Metahero HERO	HERO	\$0.051004	0.4%	-3.0%	9.8%	-53.7%	\$6,625,488	5,135,762,890	9.77 Billion	\$261,943,487
243	 Alchemix USD ALUSD	ALUSD	\$1.00	0.3%	0.1%	0.2%	0.1%	\$1,129,129	261,430,404	261 Million	\$261,620,975
244	 VVS Finance VVS	VVS	\$0.00004175	0.4%	2.0%	30.8%	7.0%	\$11,700,187	6,242,517,099,323	39 Trillion	\$260,646,585
245	 Cartesi CTSI	CTSI	\$0.499575	-0.1%	-5.2%	13.0%	-13.7%	\$29,780,082	0	1 Billion	\$259,589,211
246	 HUSD HUSD	HUSD	\$1.00	1.4%	1.0%	0.2%	0.1%	\$40,139,603	257,493,578	257 Million	\$258,839,564
247	 Reserve Rights Token RSR	RSR	\$0.01958869	0.1%	-3.2%	13.5%	-21.9%	\$53,963,051	13,157,802,677	100 Billion	\$257,744,131
248	 Zenon ZNN	ZNN	\$12.58	-3.0%	-0.6%	27.8%	-10.7%	\$169,708	0	415 Thousand	\$197,105,322
249	 Origin Dollar OUSD	OUSD	\$0.992894	-0.2%	-0.3%	0.0%	-0.1%	\$375,151	253,766,526	254000000000 Quadrillion	\$251,963,374
250	 Chia XCH	XCH	\$81.21	-0.3%	-0.1%	2.1%	-8.2%	\$11,894,413	3,094,726	24.1 Million	\$251,373,198
251	 Gemini Dollar GUSD	GUSD	\$1.00	0.4%	0.3%	0.3%	0.2%	\$3,463,258	25,118,994,884	25.1 Billion	\$251,848,665
252	 Power Ledger POWR	POWR	\$0.589139	2.3%	-0.5%	3.5%	-7.0%	\$36,866,622	429,712,892	1 Billion	\$251,475,770













#	Coin	Symbol	Price	1h	24h	7d	30d	24h Volume	Circulating Supply	Total Supply	Mkt Cap
253	 Aragon ANT	ANT	\$6.61	1.0%	-13.5%	-13.9%	-20.4%	\$65,670,049	38,062,977	43 Million	\$251,310,315
254	 Boba Network BOBA	BOBA	\$1.58	-0.2%	-7.2%	3.2%	-41.9%	\$3,912,352	158,303,171	500 Million	\$249,780,101
255	 Mdex MDX	MDX	\$0.293105	-1.0%	9.9%	25.3%	-8.5%	\$34,925,667	847,879,779	1 Billion	\$248,424,797
256	 Persistence XPRT	XPRT	\$3.11	0.9%	-2.0%	-7.1%	-35.6%	\$2,040,161	79,408,187	129 Million	\$247,580,642
257	 Pirate Chain ARRR	ARRR	\$1.30	-0.5%	14.1%	86.3%	39.6%	\$2,660,998	190,156,199	200 Million	\$247,026,107
258	 Medibloc MED	MED	\$0.04495428	-1.0%	-2.5%	7.7%	-8.1%	\$12,034,148	5,382,401,140	8.59 Billion	\$241,961,980
259	 Status SNT	SNT	\$0.061466	-0.2%	-2.2%	19.5%	2.7%	\$44,621,521	0	6.8 Billion	\$239,607,536
260	 LUKSO Token LYXE	LYXE	\$15.67	0.7%	-8.4%	2.8%	9.2%	\$2,445,587	0	100 Million	\$237,107,385
261	 MXC MXC	MXC	\$0.096728	-1.1%	8.0%	9.6%	58.2%	\$17,683,926	2,437,203,515	2.66 Billion	\$236,191,321
262	 Euro Tether EURT	EURT	\$1.14	-0.1%	-0.1%	-0.2%	0.3%	\$29,737,378	205,998,830	400 Million	\$235,368,194
263	 Injective Protocol INJ	INJ	\$4.81	0.2%	-0.9%	16.8%	-32.9%	\$13,404,944	0	100000000000 Quadrillion	\$234,601,519
264	 Reef Finance REEF	REEF	\$0.01269471	0.4%	2.5%	30.3%	-8.8%	\$87,392,917	18,280,715,935	15.9 Billion	\$231,887,224
265	 Rari Governance Token RGT	RGT	\$20.57	0.4%	-4.0%	1.5%	-23.3%	\$1,032,853	0	12.5 Million	\$231,071,434
266	 JOE JOE	JOE	\$1.38	-0.8%	-1.9%	7.2%	-9.7%	\$23,986,352	167,040,730	295 Million	\$229,973,641
267	 Escoin Token ELG	ELG	\$3.18	0.4%	-0.5%	-4.1%	-2.2%	\$508,092	0	250 Million	\$273,259,102













#	Coin	Symbol	Price	1h	24h	7d	30d	24h Volume	Circulating Supply	Total Supply	Mkt Cap
268	 StarLink STARL	STARL	\$0.00002298	1.1%	-10.2%	0.3%	-4.0%	\$13,827,113	9,979,172,029,858	10 Trillion	\$228,474,515
269	 CoinEx Token CET	CET	\$0.060017	0.7%	-1.7%	17.0%	-1.3%	\$1,062,537	3,772,209,078	5.87 Billion	\$226,397,346
270	 Interest Bearing Bitcoin IBBTC	IBBTC	\$43,804.62	0.1%	-1.4%	4.6%	1.2%	\$0.00	5,123	5.12 Thousand	\$224,415,167
271	 Bezoze Earth BEZOGE	BEZOGE	\$0.000000005037	0.3%	-8.2%	25.0%	32.0%	\$554,980	0	100 Quadrillion	\$221,670,170
272	 Biconomy BICO	BICO	\$2.06	0.2%	-7.1%	1.9%	-42.4%	\$36,912,230	106,930,110	1 Billion	\$219,904,237
273	 Pundi X PUNDIX	PUNDIX	\$0.856471	0.9%	-0.1%	4.8%	-5.6%	\$11,875,293	258,470,713	258 Million	\$220,163,734
274	 Phantasma SOUL	SOUL	\$2.10	-2.1%	-0.7%	64.1%	-32.9%	\$7,680,877	104,185,056	104 Million	\$219,238,983
275	 MaidSafeCoin MAID	MAID	\$0.483422	0.2%	0.7%	23.6%	30.7%	\$12,416	452,552,412	453 Million	\$218,773,593
276	 FEG Token BSC FEG	FEG	\$0.000000005158	1.4%	15.8%	58.1%	42.8%	\$869,215	42,402,793,094,842,261	100 Quadrillion	\$218,711,077
277	 Orbs ORBS	ORBS	\$0.076086	0.1%	-1.6%	13.5%	-3.0%	\$3,667,668	0	10 Billion	\$218,272,322
278	 Ardor ARDR	ARDR	\$0.217511	0.4%	-2.7%	8.7%	-3.2%	\$7,276,106	998,466,231	998 Million	\$217,177,419
279	 Bifrost BFC	BFC	\$0.203622	-0.3%	-13.3%	4.0%	14.0%	\$33,375,344	1,062,593,845	3.97 Billion	\$216,466,351
280	 Divi DIVI	DIVI	\$0.078717	0.1%	-0.1%	0.3%	18.2%	\$294,785	2,733,009,564	?	\$215,134,581
281	 Lido Staked SOL STSOL	STSOL	\$107.47	-0.3%	-5.7%	3.9%	-25.0%	\$4,544,632	1,977,782	1.98 Million	\$213,189,188
282	 Trust Wallet Token TWT	TWT	\$0.606327	0.9%	-1.0%	11.8%	-6.9%	\$4,920,135	346,951,186	1 Billion	\$210,202,156













#	Coin	Symbol	Price	1h	24h	7d	30d	24h Volume	Circulating Supply	Total Supply	Mkt Cap
283	 MiLk Alliance MLK	MLK	\$0.950512	0.1%	-4.4%	9.7%	-9.2%	\$12,056,910	220,432,991	986 Million	\$209,524,187
284	 Radicle RAD	RAD	\$5.65	0.0%	-6.0%	10.9%	-29.7%	\$8,857,373	40,186,270,295,241,344,750,511,549	100000000000 Quadrillion	\$208,471,347
285	 Request REQ	REQ	\$0.264467	0.3%	-6.7%	10.1%	-7.3%	\$12,464,248	0	1 Billion	\$204,873,597
286	 Verge XVG	XVG	\$0.01230899	0.8%	-0.9%	26.2%	-10.9%	\$11,308,305	16,496,373,438	16.6 Billion	\$203,053,734
287	 Alchemy Pay ACH	ACH	\$0.050710	0.7%	-4.7%	40.4%	-22.0%	\$55,489,166	0	10 Billion	\$202,587,914
288	 Akash Network AKT	AKT	\$1.57	0.6%	-6.0%	0.9%	-34.5%	\$1,557,567	128,959,286	178 Million	\$202,362,773
289	 Civic CVC	CVC	\$0.299901	-0.0%	-8.6%	2.0%	-7.3%	\$27,762,536	670,000,000	1 Billion	\$200,954,828
290	 API3 API3	API3	\$4.18	-0.8%	4.8%	23.7%	17.7%	\$61,570,009	47,685,773	111000000000 Quadrillion	\$199,117,501
291	 DUSK Network DUSK	DUSK	\$0.505119	0.2%	-9.0%	7.0%	-25.8%	\$33,454,217	389,489,794	500 Million	\$196,738,769
292	 DAO Maker DAO	DAO	\$2.21	-0.1%	-4.0%	3.2%	-52.6%	\$4,954,180	88,998,000	278 Million	\$196,942,147
293	 AscendEx Token ASD	ASD	\$0.263330	0.1%	-0.7%	5.3%	-17.2%	\$2,231,566	742,983,478	743 Million	\$195,575,041
294	 Merit Circle MC	MC	\$2.84	-0.2%	-11.3%	29.3%	-24.7%	\$19,287,792	125,602,460,839,495,193,787,937,346	981000000000 Quadrillion	\$193,674,611
295	 CoinMetro XCM	XCM	\$0.635065	-0.8%	-5.9%	-7.6%	7.2%	\$128,621	0	330 Million	\$191,964,127
296	 FEG Token FEG	FEG	\$0.00000004697	-1.0%	11.5%	52.7%	78.5%	\$1,221,679	41,082,652,428,781,986	100 Quadrillion	\$193,244,935
297	 Pundi X [OLD] NPXS	NPXS	\$0.00081325	0.0%	-3.8%	19.0%	-0.1%	\$0.00	236,519,288,706	258000000000000 Quadrillion	\$192,348,815













#	Exchange	Trust Score Beta	24h Volume (Normalized)	24h Volume	Visits (SimilarWeb)
1	 Binance Centralized	10	\$22,430,214,316	\$22,430,214,316	155,500,000.0













#	Exchange	Trust Score Beta	24h Volume (Normalized)	24h Volume	Visits (SimilarWeb)	
2	 OKX Centralized	10	\$6,106,214,037	\$6,106,214,037	7,958,503.0	34
3	 Coinbase Exchange Centralized	10	\$4,273,271,872	\$4,273,271,872	17,796,310.0	11
4	 Crypto.com Exchange Centralized	10	\$4,150,404,503	\$4,150,404,503	22,047,882.0	17
5	 KuCoin Centralized	10	\$2,992,301,547	\$2,992,301,547	23,005,618.0	59
6	 FTX Centralized	10	\$2,783,455,678	\$2,783,455,678	24,523,283.0	31
7	 Huobi Global Centralized	10	\$2,286,830,539	\$2,286,830,539	13,319,721.0	41
8	 Gate.io Centralized	10	\$1,744,649,034	\$1,744,649,034	27,514,257.0	11
9	 Kraken Centralized	10	\$1,227,828,817	\$1,227,828,817	11,510,707.0	10
10	 Bitfinex Centralized	10	\$932,423,152	\$932,423,152	4,800,642.0	17
11	 Binance US Centralized	10	\$570,766,908	\$570,766,908	4,823,206.0	71
12	 Bybit (spot) Centralized	10	\$523,255,259	\$523,255,259	26,598,407.0	11
13	 Coinsbit Centralized	10	\$518,432,508	\$518,432,508	1,057,113.0	91













#	Exchange	Trust Score Beta	24h Volume (Normalized)	24h Volume	Visits (SimilarWeb)	
14	 Gemini Centralized	10	\$224,097,002	\$224,097,002	5,756,664.0	7:
15	 Bitkub Centralized	10	\$151,388,961	\$151,388,961	6,227,706.0	59
16	 Bittrex Centralized	10	\$89,628,962	\$89,628,962	3,061,870.0	48
17	 MEXC Global Centralized	9	\$979,707,325	\$979,707,325	7,763,741.0	11
18	 Hoo.com Centralized	9	\$768,250,524	\$768,250,524	656,064.0	60
19	 FTX.US Centralized	9	\$424,054,153	\$424,054,153	7,213,550.0	24
20	 Bitstamp Centralized	9	\$404,362,448	\$404,362,448	2,861,633.0	50
21	 Bitget Centralized	9	\$329,415,985	\$329,415,985	2,674,351.0	1:
22	 BtcTurk PRO Centralized	9	\$316,348,843	\$316,348,843	3,292,071.0	48
23	 Dex-Trade Centralized	9	\$291,769,921	\$291,769,921	811,170.0	90
24	 Bitbank Centralized	9	\$125,110,047	\$125,110,047	3,830,121.0	1:
25	 Blockchain.com Centralized	9	\$106,696,286	\$106,696,286	7,493,371.0	28













#	Exchange	Trust Score Beta	24h Volume (Normalized)	24h Volume	Visits (SimilarWeb)	
26	 EXMO Centralized	9	\$75,517,308	\$75,517,308	4,743,239.0	5:
27	 Bitso Centralized	9	\$31,182,279	\$31,182,279	2,794,385.0	19:
28	 Digifinex Centralized	8	\$2,519,543,312	\$2,519,543,312	11,596,380.0	2:
29	 Bittrue Centralized	8	\$2,190,616,145	\$2,190,616,145	2,264,160.0	4:
30	 XT.COM Centralized	8	\$1,895,296,764	\$1,895,296,764	3,062,808.0	5:
31	 LBank Centralized	8	\$1,246,023,438	\$1,246,023,438	5,810,002.0	49:
32	 ZB Centralized	8	\$1,176,417,987	\$1,176,417,987	467,930.0	20:
33	 BigONE Centralized	8	\$1,152,626,347	\$1,152,626,347	2,588,167.0	10:
34	 Bithumb Centralized	8	\$1,114,336,641	\$1,114,336,641	8,392,191.0	19:
35	 WhiteBIT Centralized	8	\$850,136,718	\$850,136,718	14,316,415.0	10:
36	 CoinFLEX Centralized	8	\$832,842,579	\$2,688,980,142	151,873.0	20:
37	 BitMart Centralized	8	\$660,006,640	\$660,006,640	3,771,788.0	58:




#	Exchange	Trust Score Beta	24h Volume (Normalized)	24h Volume	Visits (SimilarWeb)	
38	 Bibox Centralized	8	\$582,061,246	\$582,061,246	486,150.0	28
39	 Phemex Centralized	8	\$447,298,168	\$447,298,168	2,242,662.0	49
40	 GokuMarket Centralized	8	\$446,288,023	\$446,288,023	707,677.0	37
41	 bitFlyer Centralized	8	\$327,103,689	\$327,103,689	5,937,668.0	5
42	 Hotbit Centralized	8	\$315,460,972	\$315,460,972	7,965,507.0	18
43	 LATOKEN Centralized	8	\$254,561,039	\$254,561,039	938,494.0	67
44	 BTSE Centralized	8	\$207,105,252	\$207,105,252	129,375.0	82
45	 AscendEX (BitMax) Centralized	8	\$125,320,152	\$125,320,152	3,961,278.0	27
46	 CoinEx Centralized	8	\$107,999,906	\$107,999,906	4,537,130.0	47
47	 Poloniex Centralized	8	\$106,948,955	\$106,948,955	1,919,068.0	32
48	 Decoin Centralized	8	\$106,416,351	\$106,416,351	176,478.0	12
49	 Indodax Centralized	8	\$73,738,332	\$73,738,332	9,901,073.0	19

#	Exchange	Trust Score Beta	24h Volume (Normalized)	24h Volume	Visits (SimilarWeb)	
50	 KickEX Centralized	8	\$50,587,838	\$50,587,838	133,555.0	40
51	 Nominex Centralized	8	\$27,324,353	\$27,324,353	423,952.0	20
52	 Max Maicoïn Centralized	8	\$24,360,083	\$24,360,083	830,620.0	19
53	 BitoPro Centralized	8	\$12,064,285	\$12,064,285	190,880.0	20
54	 CoinMetro Centralized	8	\$2,152,092	\$2,152,092	1,176,543.0	30
55	 NiceHash Centralized	8	\$2,062,780	\$2,062,780	35,807,632.0	60
56	 Upbit Centralized	7	\$3,854,245,564	\$3,854,245,564	13,795,702.0	10
57	 Currency.com Centralized	7	\$1,316,526,108	\$1,316,526,108	850,961.0	50
58	 BKEX Centralized	7	\$846,688,817	\$846,688,817	1,965,052.0	60
59	 AAX Centralized	7	\$713,477,296	\$713,477,296	3,691,240.0	10
60	 P2PB2B Centralized	7	\$578,520,073	\$578,520,073	2,206,278.0	10
61	 Bitforex Centralized	7	\$352,766,714	\$352,766,714	2,705,867.0	20

#	Exchange	Trust Score Beta	24h Volume (Normalized)	24h Volume	Visits (SimilarWeb)	
62	 Coinone Centralized	<u>7</u>	\$216,662,358	\$216,662,358	2,814,709.0	18
63	 CoinTiger Centralized	<u>7</u>	\$188,654,347	\$188,654,347	295,340.0	38
64	 Paribu Centralized	<u>7</u>	\$178,657,103	\$178,657,103	5,175,946.0	74
65	 Liquid Centralized	<u>7</u>	\$144,065,680	\$144,065,680	1,118,715.0	12
66	 Oceanex Centralized	<u>7</u>	\$91,672,939	\$91,672,939	53,464.0	42
67	 WazirX Centralized	<u>7</u>	\$77,616,109	\$77,616,109	9,330,506.0	22
68	 Cryptology Centralized	<u>7</u>	\$48,577,628	\$48,577,628	601,290.0	18
69	 Tokenize Centralized	<u>7</u>	\$48,010,745	\$48,010,745	465,441.0	62
70	 AlterDice Centralized	<u>7</u>	\$45,100,904	\$45,100,904	34,391.0	32
71	 Luno Centralized	<u>7</u>	\$44,719,533	\$44,719,533	1,683,986.0	5
72	 CEX.IO Centralized	<u>7</u>	\$42,621,066	\$42,621,066	2,115,720.0	10
73	 eToroX Centralized	<u>7</u>	\$42,222,693	\$42,222,693	83,010,762.0	48

#	Exchange	Trust Score Beta	24h Volume (Normalized)	24h Volume	Visits (SimilarWeb)	
74	 Centralized Emirex	<u>1</u>	\$40,961,445	\$40,961,445	18,469.0	13
75	 Centralized Exrates	<u>1</u>	\$39,975,076	\$39,975,076	15,926.0	64
76	 Centralized Okcoin	<u>1</u>	\$32,779,508	\$32,779,508	989,265.0	61
77	 Centralized B2BX	<u>1</u>	\$21,584,892	\$21,584,892	6,190.0	29
78	 Centralized Korbit	<u>1</u>	\$16,688,120	\$16,688,120	342,692.0	6
79	 Decentralized Maiar	<u>1</u>	\$15,741,364	\$15,741,364	8,580,201.0	4
80	 Centralized Independent Reserve	<u>1</u>	\$10,564,064	\$10,564,064	245,004.0	27
81	 Centralized Mercado Bitcoin	<u>1</u>	\$5,730,250	\$5,730,250	2,028,429.0	11
82	 Centralized Zaif	<u>1</u>	\$5,363,577	\$5,363,577	3,633,013.0	10
83	 Centralized Kuna Exchange	<u>1</u>	\$2,531,007	\$2,531,007	384,905.0	20
84	 Centralized Narkasa	<u>1</u>	\$2,075,921	\$2,075,921	2,913.0	9
85	 Decentralized Cybex DEX	<u>1</u>	\$8,843.68	\$8,843.68	3,333.0	2

#	Exchange	Trust Score Beta	24h Volume (Normalized)	24h Volume	Visits (SimilarWeb)	
86	 HitBTC Centralized	6	\$4,923,393,181	\$4,923,393,181	1,452,730.0	6:
87	 Uniswap (v3) Decentralized	6	\$2,183,480,543	\$2,183,480,543	6,984,420.0	4:
88	 EMFW.io Centralized	6	\$1,769,087,866	\$4,032,345,675	322,602.0	2:
89	 PancakeSwap (v2) Decentralized	6	\$598,154,511	\$598,154,511	27,371,296.0	3:
90	 Biconomy Centralized	6	\$421,721,391	\$735,970,789	76,903.0	3:
91	 ExMarkets Centralized	6	\$335,247,937	\$335,247,937	502,199.0	4:
92	 Bitvavo Centralized	6	\$294,959,682	\$294,959,682	8,395,609.0	1:
93	 Uniswap (v2) Decentralized	6	\$280,277,555	\$280,277,555	6,984,420.0	1:
94	 Trader Joe Decentralized	6	\$272,629,413	\$272,629,413	6,556,270.0	1:
95	 SpookySwap Decentralized	6	\$225,412,754	\$225,412,754	1,886,223.0	7:
96	 ProBit Global Centralized	6	\$185,001,265	\$185,001,265	3,214,739.0	5:
97	 Katana Decentralized	6	\$167,773,900	\$167,773,900	2,661,292.0	4:

#	Exchange	Trust Score Beta	24h Volume (Normalized)	24h Volume	Visits (SimilarWeb)	
98	 Tokpie Centralized	6	\$160,065,267	\$160,065,267	77,576.0	99
99	 Sushiswap Decentralized	6	\$157,337,170	\$157,337,170	249,486.0	39
	 _____ _____	-				

Timestamp	Block	Amount	Currency	Receiver	Transaction
2022-02-12 23:39:11	14194322	156,380.68	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x4214912eed74fcb774179211428ee8437745a3d96d24be5aa94f7d...
2022-02-12 10:42:01	14190745	152,878.24	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0xf79ba25166d94ef39f89d10fe55898695531fa29fa7ef45fd9fb3803...
2022-02-12 06:44:02	14189712	25,489.52	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0xdbfc6eaa72039a1599893c59690262812deb3695ffff1e07149cf58...
2022-02-12 01:23:33	14188297	12,910.64	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x7d9948a28a3b52537256c2c02c96f1ce843606767b6a7ed48ffe27...
2022-02-12 01:22:07	14188292	12,794.00	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0xdc127ecc9006d75e47690c184383ff0d9edab71cc4340583bdf6e32...
2022-02-12 01:21:48	14188289	19,932.00	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x063771f704286fbbf5894cabef67e8a2d46e3c60a5d245bdebabab2...
2022-02-12 01:19:18	14188281	8,618.00	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x49b539bd768b818ef01567b1c99be75180f0835a7654a4358d4c9...
2022-02-12 01:18:41	14188279	9,536.00	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x34f3152af96345bcfb9c9d75eb79ac300397475bd71421942245286...
2022-02-11 21:22:37	14187177	375,996.88	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0xc8db8587305507e5b4834f89d80bfd165ef6b9ba573e28cb8ac8aa...
2022-02-10 12:26:17	14178340	92,000.00	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0xdb68b69b630e017e02008405afe627f94e6031eabdcc964111e777...
2022-02-09 09:21:05	14171044	169,552.32	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x004721272543206e74fa934aad5f86df310c4f986623177e602e72...
2022-02-08 12:23:37	14165404	3.18M	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x1baf4bd68af87edd2eed1215f66530907a2c7c0583854e97ffe99e9...
2022-02-08 08:06:59	14164283	216,927.72	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x6fd4215c5b3d97a919013815c40a7a9e93b11487e7e853cb792a6...
2022-02-08 08:00:05	14164272	487,750.33	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x5b47297715e414b10073f58039b97631b91658eb689f35f73b47...
2022-02-07 22:28:12	14161687	1.61M	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x57c8fe413ab7a594bbbd7a1d5f26921c09529e8810381433fd746c...
2022-02-07 05:47:50	14157190	5,124.00	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0xfd22a38894e273397570e3212c59d2fcc64edcc6dbf8842ac0b9ab6...
2022-02-06 09:32:19	14151703	296,883.59	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x3576549a08954a0e25a5cbdd140d47287cee2923f803b229d13ed4...
2022-02-06 06:13:25	14150782	59,959.23	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x7a1e2a7c379c20bb7f6f2b4b7829f281d2d9e25f8aueb14871748d...
2022-02-06 05:39:33	14150619	18,782.72	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x059fa8bcd131a42386f77eca724efd3f924f0276e1119c91aa29d8df...

APPENDIX 3

Method	Age	From	To	Quantity
Swap ETH For Exa...	18 hrs 34 mins ago	Mark Cuban	0x52662717e448be36cb...	156,380.68
Transfer	1 day 7 hrs ago	Mark Cuban	0x52662717e448be36cb...	152,878.24
Transfer	1 day 11 hrs ago	Mark Cuban	0x52662717e448be36cb...	25,489.52
Transfer	1 day 16 hrs ago	Mark Cuban	0x52662717e448be36cb...	12,910.64086549757954289
Transfer	1 day 16 hrs ago	Mark Cuban	0x52662717e448be36cb...	12,794
Transfer	1 day 16 hrs ago	Mark Cuban	0x52662717e448be36cb...	19,932
Transfer	1 day 16 hrs ago	Mark Cuban	0x52662717e448be36cb...	8,618
Transfer	1 day 16 hrs ago	Mark Cuban	0x52662717e448be36cb...	9,536
Swap	1 day 20 hrs ago	Mark Cuban	0x52662717e448be36cb...	180,165.172039788976106971
Swap	1 day 20 hrs ago	Mark Cuban	0x52662717e448be36cb...	195,831.708738901060985838
Multicall	3 days 5 hrs ago	Mark Cuban	0x52662717e448be36cb...	92,000.0000000000000000368404
Transfer	4 days 8 hrs ago	Mark Cuban	0x52662717e448be36cb...	



Steven 

@Dogetoshi



Oh hello [@mcuban](#)'s Ethereum wallet.



etherscan.io

Address

0x95abda53...

1:33 PM · Jan 27, 2021



[Read the full conversation on Twitter](#)



636



Reply



Share

[Read 55 replies](#)

Appendix 4, Page 2

CRYPTOCURRENCY AND DIVORCE: UNCOVERING HIDDEN ASSETS, BIT(COIN) BY BIT(COIN)

Presented to the DuPage County Bar Association
Family Law & Practice Section

February 15, 2022
1.0 hour MCLE credit



JEFFREY D. CORSO
Cooney Corso & Moynihan, LLC
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icorso@ccvmlaw.com

NAME THAT TUNE

In 1953 this novelty song, with lyrics by Jimmy Kennedy and music by Nat Simon. It was written on the 500th anniversary of the fall of this famous city.

This song's original release, performed by The Four Lads, was certified as a gold record. A cover of it was released in 1976 by The Ritchie Family and in 1987 by Big Muffin Serious Band, and in 1990 a rock cover by They Might Be Giants was released.

YOUR REWARD: An airdrop of 5000 Satoshis to your digital wallet if you can explain the obscure connection between this song and today's presentation.

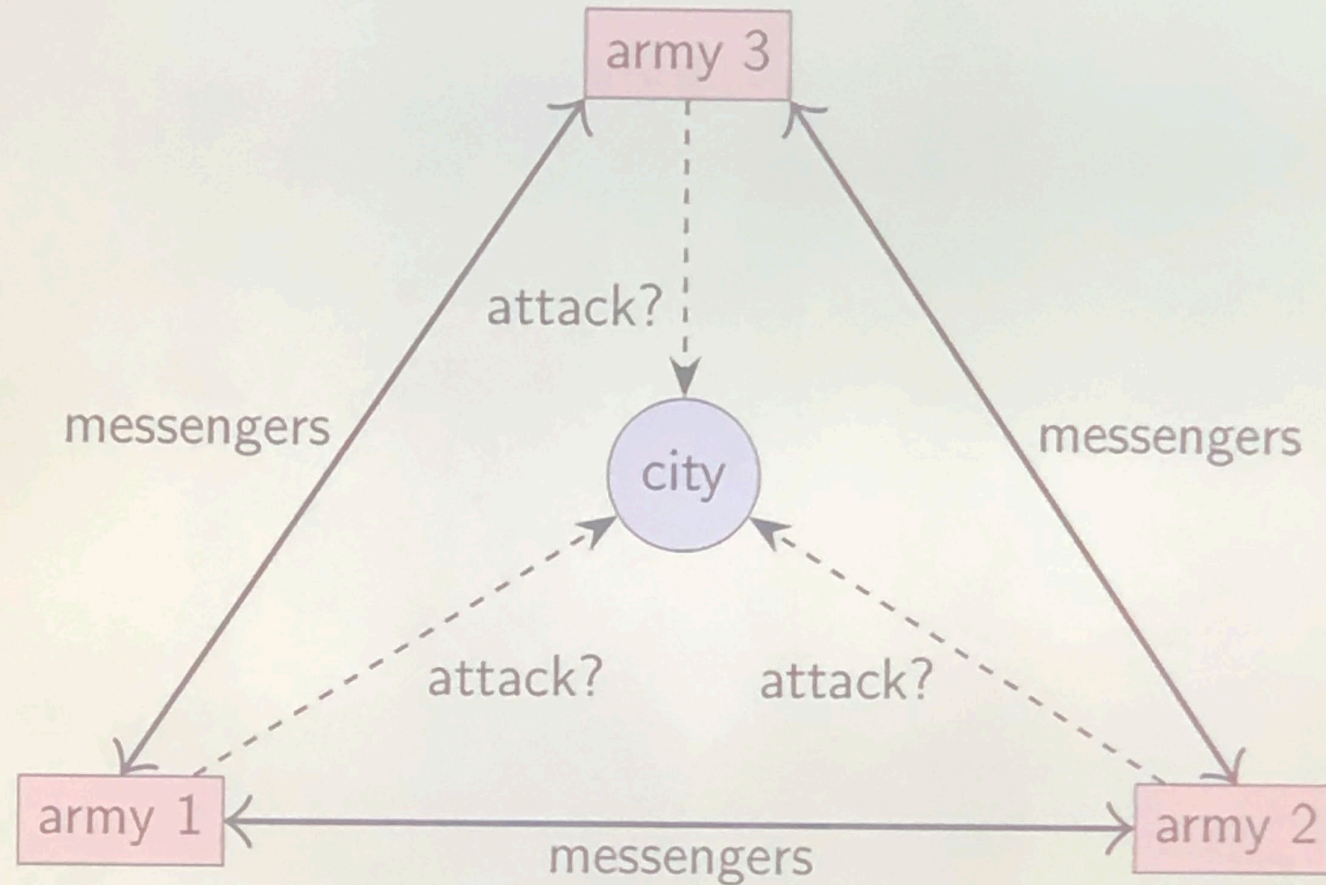
Contest ends when we go to the next slide. And yes, you may Google your answer.

Byzantium/Constantinople/Istanbul



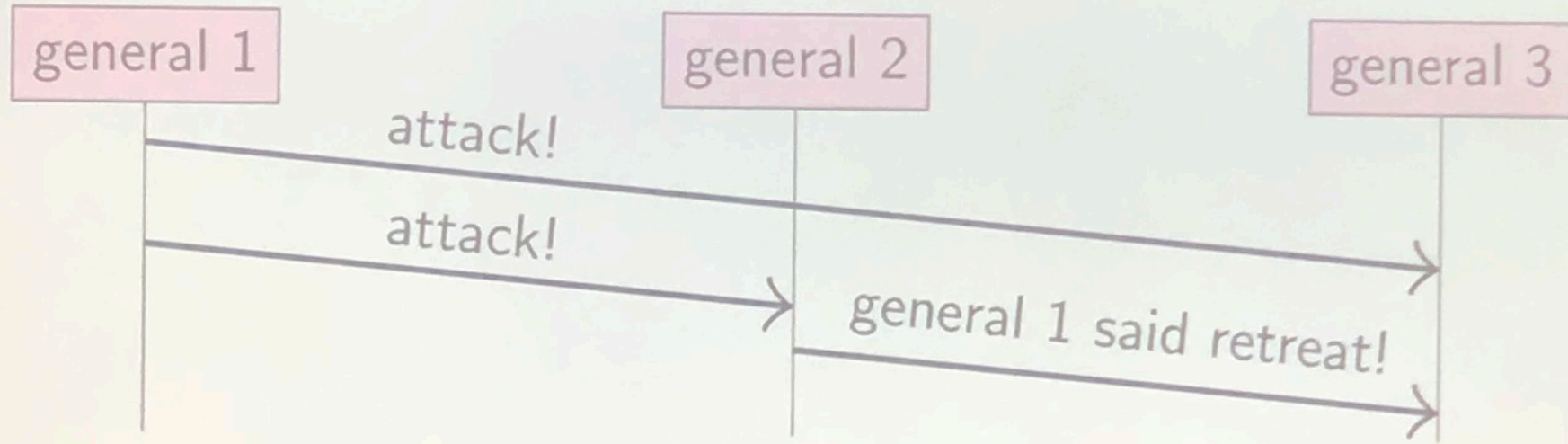
Source: <https://commons.wikimedia.org/wiki/File:Byzantiumby650AD.svg>

The Byzantine generals problem

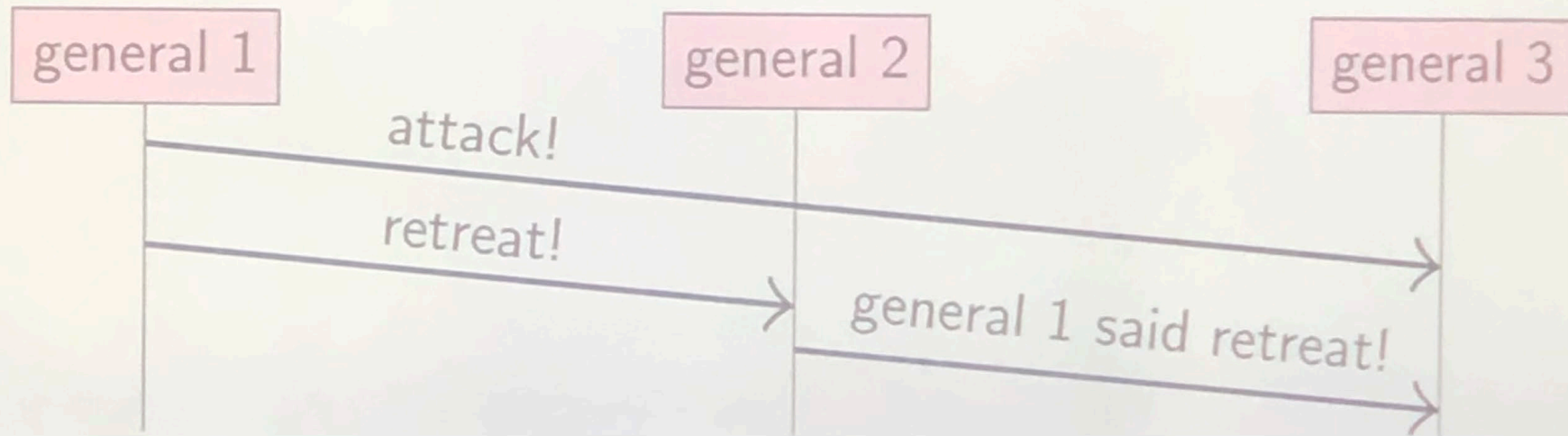


Problem: some of the generals might be traitors

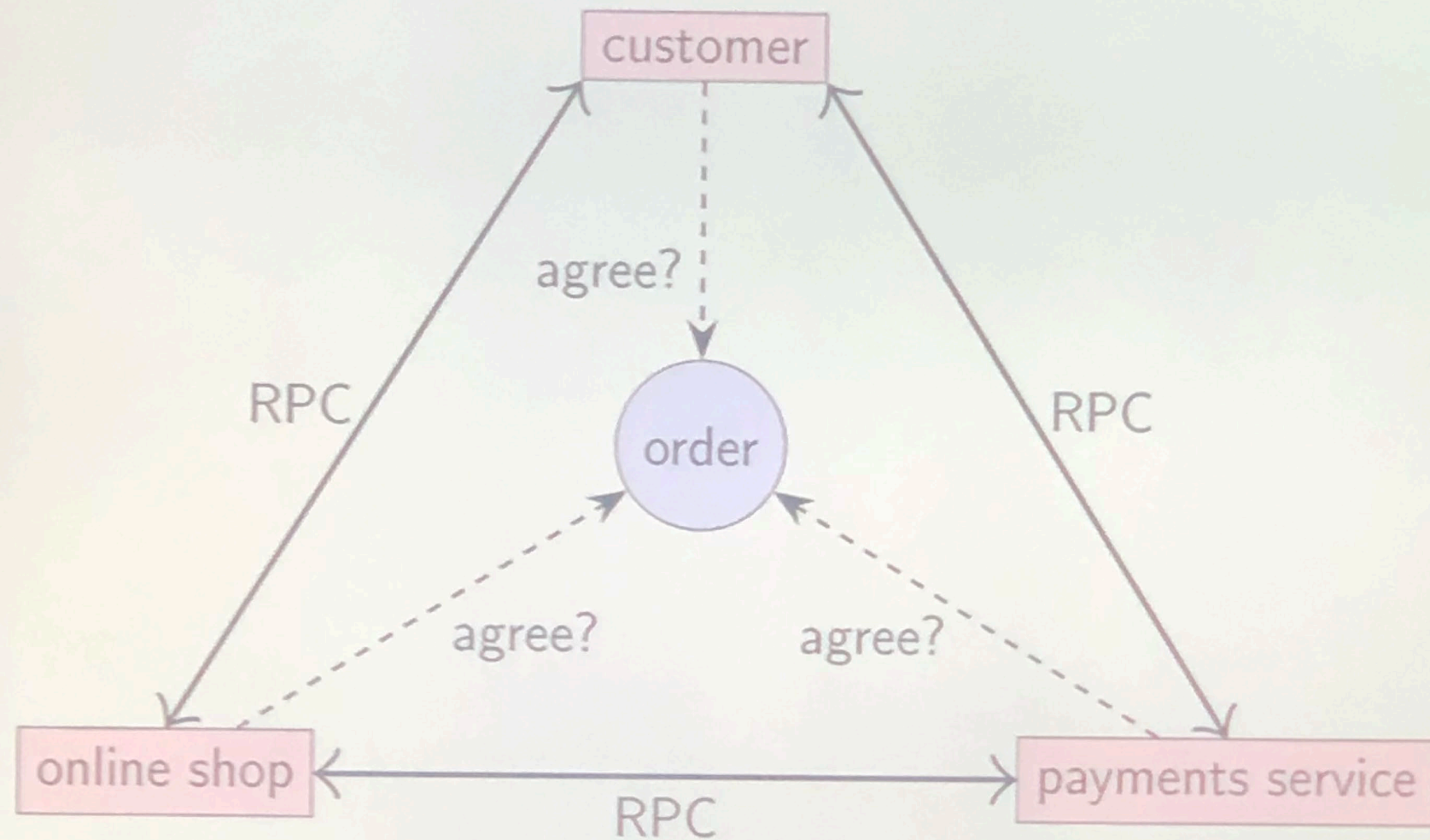
Generals that might lie



From general 3's point of view, this is indistinguishable from:



Trust relationships and malicious behaviour



Who can trust whom?

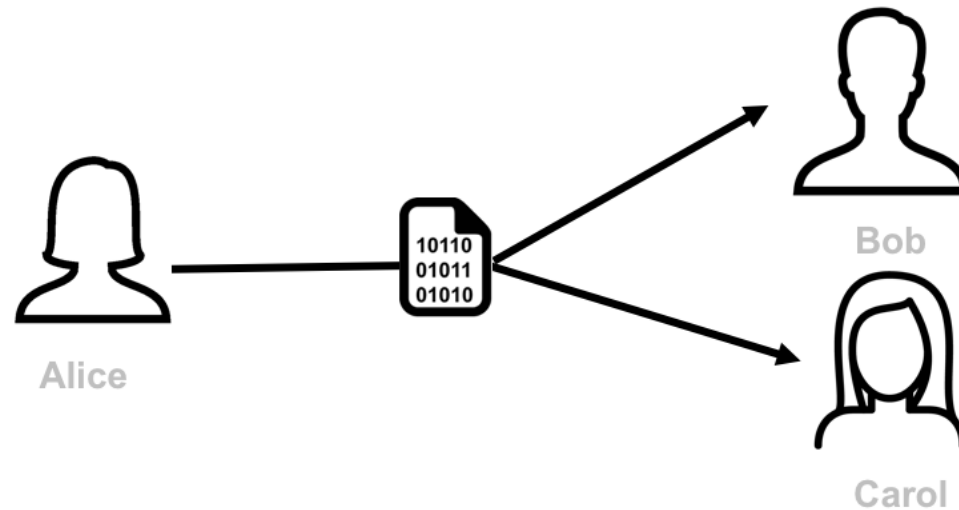
The Byzantine Generals Problem demonstrates the difficulty of dispersed parties reaching consensus without the help of a trusted central party.

In other words, the Problem requires that truth be established “trustlessly.”

THE HISTORY AND EVOLUTION OF MONEY



What is Double-Spending?



Double-Spending Problem: If Alice sends money in digital format to Bob, Bob cannot know for sure if Alice has deleted her copy of the file and she can choose to send the same file to Carol.



Physical Cash

There is no double-spending problem with physical cash.



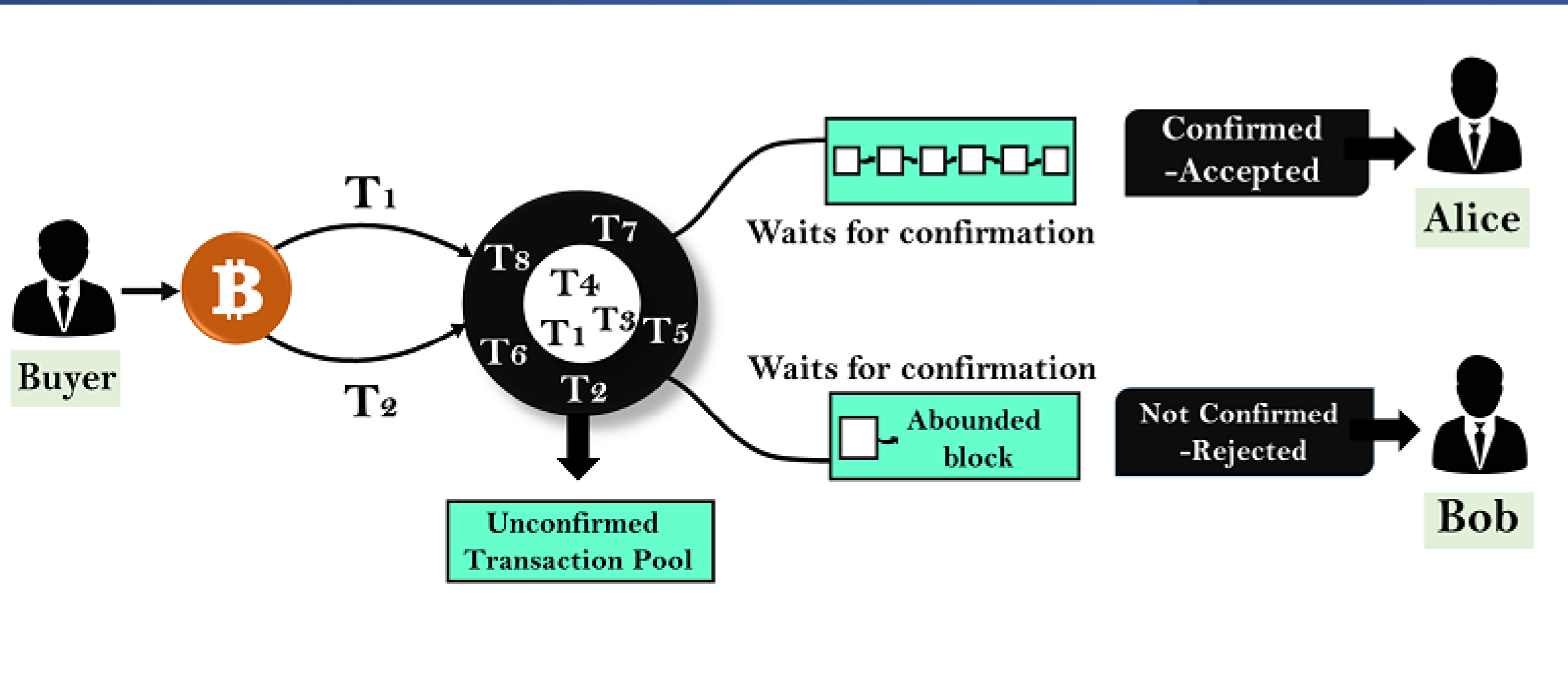
Centralized Digital Cash

Double-spending digital cash can be solve by a centralized 3rd party like a bank.



Decentralized Digital Cash

Bitcoin solves the double-spending problem in digital cash with a decentralized network, i.e. the Blockchain.



BITCOIN SUPERIOR TO GOLD?

Bitcoin possesses the following “good money” qualities. It is:

- **perfectly scarce,**
- **independent of central authority**
- **verifiable**
- **durable**
- **portable**
- **immutable**
- **divisible**
- **fungible**





Layer-1 networks which provide a fully transparent, verifiable ledger of all transactions native to that network's blockchain.

Bitcoin (\$BTC) pioneered to use blockchain technology to manage a decentralized, immutable ledger, uncontrolled by any central authority, and having a shared record of every transaction ever made.

Ethereum (\$ETH) is an open platform enabling developers to build and deploy decentralized applications that can execute autonomous, condition-based payments using "smart contracts."

Avalanche (\$AVAX) is an open platform enabling developers to build and deploy decentralized applications and enterprise blockchain deployments in one interoperable, highly scalable ecosystem.

Solana (\$SOL) is a single chain, delegated proof-of-stake protocol, focused on delivering scalability without sacrificing decentralization or security.

Cardano (\$ADA) is an fully open-source smart contract platform at hyper-fast transaction speeds.

Layer-2 networks are the decentralized applications (known as “DApps”) which are third-party integrations that can be used in conjunction with a Layer-1 blockchain and are established to perform a specific function.

AAVE (\$AAVE)
decentralized finance to
the masses.

Axie Infinity (\$AXS)
gaming.

Basic Attention Token
(\$BAT) advertising thru
Brave browser

ChainLink (\$LINK) the
monopoly oracle

Compound (\$COMP)
interest on crypto

Curve DAO Token (\$CRV)
automated market
maker protocol.

Dash (\$DASH) allows
instant private
payments online or in-
store using a secure
open source platform.

Dydx (\$DYDX) margin
trading protocol

The Graph (\$GRT)
“Google of the
Metaverse.”

Keep Network (\$KEEP)
privacy layer for public
blockchains

Loopring (\$LRC) market
maker function for
stocks.

Polkadot (\$DOT) Layer 1
communication protocol

Sandbox (\$SAND) non-
fungible tokens (NFTs).

SushiSwap (\$SUSHI)
revenue-sharing
automated market
maker

Terra (\$LUNA) powering
global payment systems

15. My Assets

- a. Cash and Cash Equivalents *(list balance as of the date of this affidavit)*

Checking, Savings, Money Market, and Other Bank or Credit Union Accounts

	Name of Bank or Institution	Name on Account	Account Type	Balance
1.				\$
2.				\$
3.				\$
4.				\$

- I have attached one or more *Additional Cash and Cash Equivalents* forms.

b. Investment Accounts and Securities *(list FMV or balance as of the date of this affidavit)*

Stocks, Bonds, Options, Employee Stock Ownership Plans

	Company Name	# Shares	Type	Owner	FMV
1.					\$
2.					\$
3.					\$

I have attached one or more *Additional Investment Accounts and Securities* forms.

Investment/Brokerage Accounts, Mutual Funds, and Secured or Unsecured Notes *(list balance as of the date of this affidavit)*

	Description of Asset	Owner	Balance
1.			\$
2.			\$
3.			\$

I have attached one or more *Additional Investment/Brokerage Accounts, Mutual Funds, and Secured or Unsecured Notes* forms.

h. Valuable Collectibles (*coins, stamps, art, antiques, etc.*)

	Description	FMV
1.		\$
2.		\$

I have attached one or more *Additional Valuable Collectibles* forms.

i. Other Personal Property Valued Over \$500

	Description	FMV
1.		\$
2.		\$

I have attached one or more *Additional Other Personal Property Valued over \$500* forms.

INTERROGATORY No. ____: Have you ever acquired, received, held custody of, and/or transferred any crypto assets, and if so, the full public wallet address(es) into which the spouse received or transferred the crypto asset. For purposes of this Interrogatory, a “cryptoasset” is any cryptocurrency, non-fungible token (NFT), or any other form of digital asset based on a network that is decentralized or distributed across a large number of computers.

Bitcoin Address

1E1144JY6R7TCmj3BGzjpofqf9EqP9vLKJm

Private Key

6JCG34xv2a040op1BfSwPicBNUNCuk9Ht1qWMgWoMJWJpownAAi

Public Key

0798694TR67C50Z680FVRD54SX9L833137Y30K70062CCEF18L5213I9R471P0107

Timestamp	Block	Amount	Currency	Receiver	Transaction
2022-02-12 23:39:11	14194322	156,380.68	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x4214912eed74fcb77417921428ee8437745a3d96d24be5aag4f7d...
2022-02-12 10:42:01	14190745	152,878.24	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0xf79ba25166d94ef39f89d10fef55898695531fa29fa7ef45fdb3803...
2022-02-12 06:44:02	14189712	25,489.52	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0xdbfc6eaa72039a1599893c59690262812deb3695fffb1e07149cf58...
2022-02-12 01:23:33	14188297	12,910.64	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x7d9948a28a3b52537256c2c02c96f1ce843606767b6a7ed48ffe27...
2022-02-12 01:22:07	14188292	12,794.00	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0xdc127ecc9006d75e47690c184383ff0d9edab71cc4340583bdf6e32...
2022-02-12 01:21:48	14188289	19,932.00	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x063771f704286fbbf5894cabef67e8a2d46e3c60a5d245bdebabab2...
2022-02-12 01:19:18	14188281	8,618.00	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x49b539bd768b818ef01567b1c99be75180f0835a7654d4358d4c9...
2022-02-12 01:18:41	14188279	9,536.00	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x34f3152af96345bcfbc9d75eb79ac300397475bd71421942245286...
2022-02-11 21:22:37	14187177	375,996.88	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0xc8db8587305507e5b4834f89d80bfd165ef6b9ba573e28cb8ac8aa...
2022-02-10 12:26:17	14178340	92,000.00	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0xdb68b69b630e017e02008405afe622f94e6031eabddcc964111e777...
2022-02-09 09:21:05	14171044	169,552.32	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x004721272543206e74fa934aad5f86df310c4f986623177e602e72...
2022-02-08 12:23:37	14165404	3.18M	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x1baf4bd68af87edd2eed1215f66530907a2c7c0583854e97ffe99e9...
2022-02-08 08:06:59	14164283	216,927.72	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x6fd4215c5b3d97a919013815c40a7a9e93b11487e7e853cb792a6...
2022-02-08 08:00:05	14164252	487,750.33	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x5b47297715e414b10073f58039b97631b91658eb689ff35f73b47...
2022-02-07 22:28:12	14161687	1.61M	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x57c8fe413ab7a594bbbd7a1d5f26921c09529e8810381433fd746c...
2022-02-07 05:47:50	14157190	5,124.00	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0xfd22a38894e273397570e3212c59d2fcc64edcc6dbf8842ac0b9ab6...
2022-02-06 09:32:19	14151703	296,883.59	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x3576549a08954a0e25a5cbd140d47287cee2923f803b229d13ed4...
2022-02-06 06:13:25	14150782	59,959.23	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x7a1e2a7c379c20bb7f6f2b4b7829f281d2d9e25f8aaeb14871748d...
2022-02-06 05:39:33	14150619	18,782.72	TENSHI...	0x52662717e448be36cb54588499d5a8328bd95292	0x059fa8bcd131a42386f77eca724efd3f924f0276e1119c91aa29d8d...

APPENDIX 3

	Method ⓘ	Age	From		To	Quantity
ed741cb774...	Swap ETH For Exa...	18 hrs 34 mins ago	Mark Cuban	IN	0x52662717e448be36cb...	156,380.68
66d94ef39f8...	Transfer	1 day 7 hrs ago	Mark Cuban	IN	0x52662717e448be36cb...	152,878.24
72039a1599...	Transfer	1 day 11 hrs ago	Mark Cuban	IN	0x52662717e448be36cb...	25,489.52
a28a3b525372...	Transfer	1 day 16 hrs ago	Mark Cuban	IN	0x52662717e448be36cb...	12,910.64086549757954289
cc9006d75e47...	Transfer	1 day 16 hrs ago	Mark Cuban	IN	0x52662717e448be36cb...	12,794
1f704286fbbf58...	Transfer	1 day 16 hrs ago	Mark Cuban	IN	0x52662717e448be36cb...	19,932
9bd768b818ef0...	Transfer	1 day 16 hrs ago	Mark Cuban	IN	0x52662717e448be36cb...	8,618
52af96345bcfbc...	Transfer	1 day 16 hrs ago	Mark Cuban	IN	0x52662717e448be36cb...	9,536