



MUSOLINO | DESSEL

Re: *Pay Services Bank, an Idaho Corporation v. Democratic Republic of the Congo et. al. 1:26-cv-00009-REP*

Date: January 24, 2026

PRESS RELEASE

[For Immediate Release]

DRC Disputes Frivolous Idaho Complaint Which Demands Unearned Billions from Congolese People

This month, a small Idaho company with a questionable claim as a bank demands in a frivolous US federal court filing over four billion dollars from the people of the Democratic Republic of the Congo (DRC). According to the so-called "PayServices Bank" it produced a 72 million dollar "core banking platform" which would entitle the company to over four billion dollars in profits.

This claim is groundless. As the Ministry of Finance explained in its statement on January 14, 2026, the fact allegations in the Complaint are vigorously disputed in almost every respect. As the Finance Ministry makes clear, PayServices had no right to payment, provided no services worthy of payment, was not competent to provide the services that the Complaint describes and was not subjected to any form of government misconduct. The Ministry of Public Enterprises states that the claims from the company in disputes with both the Federal Reserve and the State of Idaho over its banking practices were "*devoid of any legal, budgetary, or accounting basis*" and "*that the authorities... have ended all administrative follow-up of this case in order to protect the public treasury.*"

In fact, the allegations in the Complaint are so implausible that, if and when the Complaint is pursued, the DRC will immediately demand dismissal and other remedies.

Who or what is PayServices Bank? The company that demands four billion dollars for its "core banking platform" has had multiple regulatory failures with respect to its claim that it is a competent or proper "bank" at all. The US Federal Reserve has denied PayServices the right to a Federal Reserve account and a US federal judge has affirmed that decision. As the Federal Reserve Bank wrote about PayServices:

PayServices Bank's unproven risk management framework is considered insufficient to address the heightened risks associated with its novel, monoline

business model, including its ability to mitigate money laundering and terrorism financing risks. Most notably, the significant risks and concerns in the areas of [Bank Secrecy Act]/[Anti-Money Laundering] and [Office of Foreign Assets Control] risk management, credit and settlement process and controls, cyber and information security risk management, enterprise risk management, strategic planning, and the limited banking and bank-specific risk management experience among management, presents undue risk to the Reserve Bank. The proposal also presents potential concerns with respect to PayServices' ability to be resolved safely and effectively upon failure, due to its uninsured status.

The federal judge in Idaho agreed (Please see *PayServices Bank v. Fed. Reserve Bank of San Francisco*, 1:23-CV-00305-REP, 2024 WL 1347094, (D. Idaho Mar. 30, 2024)).

In state proceedings, on August 4, 2023, seven months before the alleged "Subscription Agreement," the Department of Finance of the State of Idaho notified PayServices that it had not met the conditions to receive a bank charter. PayServices itself would later describe in an appeal of the Federal District Court ruling the basis for the denial as follows: "citing issues with its business model... (with respect to) PayServices' safety and soundness as an institution."

On October 18, 2024, two days after the expiration of a preliminary extension, that department issued to PayServices a Cease and Desist Order as follows:

Pursuant to Idaho Code §§ 26-1115 & 1202, PAYSERVICES IS HEREBY ORDERED that it and its agents and employees immediately CEASE AND DESIST from acts, practices, or omissions which constitute a violation of the Act. PayServices may not advertise or transact business in Idaho under a name or title that contains the word "bank," "banker," "bancorp," "savings bank," "trust company," or a word or words of similar import.

This ORDER TO CEASE AND DESIST is effective upon issuance.

And how does PayServices respond? When confronted with the Idaho administrative rulings by the United States Court of Appeals for the 11th Circuit, the court to which PayServices has appealed its Federal Reserve loss, PayServices insisted that the Idaho agency had vacated those orders. Understandingly, the 11th Circuit Court, in November 2025, directed PayServices to produce copies of those later rulings. But, PayServices replied that it could not produce copies of those rulings because it has successfully sought an order in Idaho sealing that administrative file. Inexplicably, PayServices has not sought permission from the Idaho agency – permission which certainly would have been granted – to produce the two documents on which PayServices purports to rely.

Though the PayServices Complaint relies on events through late 2025, its pleading is strikingly devoid of any discussion of PayServices's regulatory and banking failures, and inadequacies.

What about the Subscription Agreement? Instead of providing any actual documentation at all, PayServices just claims that it was entitled not only to billions of dollars of profit but to a 20 million dollar payment from DRC within 14 days of signing the undisclosed contract. PayServices then claims that it needed the money to "open a representative office in the DRC," though PayServices complains at the same time that it was prohibited "from transferring the funds out of the country."

So, according to PayServices, DRC would pay to PayServices 20 million dollars for the use of a "platform," the ownership of which PayServices improbably values at 72 million dollars, even though PayServices never sought a patent or other protection for this "proprietary" intellectual property. As exceedingly generous as that deal seems, PayServices claims it extracted more – 4 billion dollars more. To put it in another way, PayServices claims that it was entitled to 20 million dollars in cash immediately and 4 billion dollars in future income for a PayServices investment of...0. The scheme described by PayServices, even with the most generous of interpretations, contemplated a return on investment of over 100 times any PayServices outlay. It is no wonder that the DRC's financial and oversight authorities put a stop to it.

What about the "shocked" DRC President? PayServices describes the DRC President as "shocked" by the breach and claims that the President insisted that the contract be performed. In a story rivaling in incredulity the claims about the alleged contract itself, PayServices alleges that the President's Deputy Chief of Staff, acting as a "rogue individual," undermined and overruled the President's expressed wishes. Along with ignoring executive and legislative requirements, presidential authority and its own limitations, PayServices fails to explain why a "shocked" President appointed in July 2025 the "rogue" Deputy Chief of Staff to the prestigious position of Governor of the DRC Central Bank.

The DRC takes seriously any and all allegations of corruption. For reasons which only PayServices can explain, however, its recent allegations of corruption were never communicated to the DRC government for prosecution and do not appear to have been communicated to anyone at all until PayServices decided to couple its disclosures with a demand for over one-half billion dollars. Revealingly, PayServices itself admits that the officials it claims engaged in corrupt actions actually presented the program to Visa which has one of the strongest anti-bribery and anti-corruption, and business vetting programs in the world.

The DRC maintains a zero-tolerance policy toward corruption and will investigate, and prosecute any substantiated misconduct to the fullest extent of the law, but at the same time, the Government will aggressively defend itself against false, speculative, or bad-faith accusations advanced without evidence and designed to extract unjustified financial gain through abuse of judicial processes.