

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PEOPLE OF THE STATE OF NEW YORK,
by LETITIA JAMES, Attorney General
of the State of New York,

COMPLAINT

Plaintiff,

- against -

Index No.

NOVA TECH LTD, NOVATECH ADVISORS, LLC,
AWS MINING PTY LTD, CYNTHIA PETION,
EDDY PETION, MARTIN ZIZI,
JAMES CORBETT, FRANTZ CICERON,
NOVAPAY, LLC, KINGS MULTI SERVICES
AGENCY LLC, TRINITY OF SUCCESS,
POSITIVE VISION MARKETING, LLC

Defendants.

Plaintiff, People of the State of New York, by its attorney, Letitia James, Attorney
General of the State of New York (“OAG” or “Plaintiff”), alleges as follows:

NATURE OF THE ACTION

1. Defendants Cynthia Petion and her husband Eddy Petion (together, “Defendants
Petion”) defrauded thousands of investors worldwide out of over a billion dollars by promoting
two consecutive fraudulent investment schemes. The first was a fraudulent investment scheme
called AWS Mining PTY LTD (“AWS Mining”) and the second even larger fraud was called
NovaTechFx (“NovaTech”). Each was a pyramid scheme where promoters who invested in the
scheme earned cryptocurrency for recruiting others to do the same. NovaTech was also a Ponzi

scheme where investors were promised profits from cryptocurrency trading but were paid from the cryptocurrency assets of other investors.

2. Defendants carried out their schemes by also engaging in an affinity fraud which targeted investors of Haitian descent, promoting the schemes to investors in the Creole language, and preying on their victims' religious faith. The victims trusted Defendants, most of whom came from the Haitian community themselves.

3. Defendants marketed to investors most in need of income and least able to afford a loss by advertising their schemes as a train to "financial freedom" and "freedom from the plantation." Defendant Cynthia Petion knew that "[i]t's never the ones who grew up rich who invest in these programs..."

I. AWS Mining

4. Defendant AWS Mining was a fraudulent scheme which guaranteed a 200% return on investment ("ROI") from mining cryptocurrency. Cryptocurrency mining is a process by which specialized computers verify transactions in cryptocurrency and generate new cryptocurrency. From approximately 2017 to 2019, Defendants Petion, and Defendants James Corbett ("Corbett"), Martin Zizi ("Zizi"), and Frantz Ciceron ("Ciceron") promoted AWS Mining by promising 15-20% monthly returns and 200% returns on investment in 13-15 months. AWS Mining rewarded its participants for recruiting new investors (or "downlines"), by awarding them 10% of amounts invested by their downlines, additional bonuses, and ceremonial titles. The more investors recruited, the more grandiose the promoter title. Investors had to

purchase a mining contract to be eligible to receive recruitment bonuses. AWS Mining was an illegal pyramid scheme.

5. Defendant AWS Mining's promises of guaranteed 200% returns were fraudulent and its scheme was unsustainable, because, according to Defendant Cynthia Petion, AWS Mining paid returns and bonuses that were too high for too long. AWS Mining did not generate sufficient returns from mining to pay the promised monthly profits and lucrative recruitment commissions. By April 2019 the scheme collapsed, with the majority of investors losing most of their investments, and by August of 2019 AWS Mining ceased to exist.

II. NovaTech

6. After the collapse of AWS Mining, Defendants Petion decided to start their own scheme, and by August of 2019, they founded and promoted what was to become an even larger investment fraud called NovaTech. Through NovaTech, Defendants defrauded hundreds of thousands of investors, including at least 11,000 New Yorkers, with Defendants Corbett, Zizi, and Ciceron rising as NovaTech's top promoters.

7. NovaTech promised to generate profits primarily from trading cryptocurrency and currency pairs on the foreign exchange or "forex" using NovaTech's own trading platform. Like in AWS Mining, NovaTech paid lucrative bonuses to promoters for recruiting new investors. It too was an illegal pyramid scheme.

8. Defendants preyed upon the same victims of AWS Mining when recruiting for NovaTech, capitalizing on the exclusion of these communities from traditional markets.

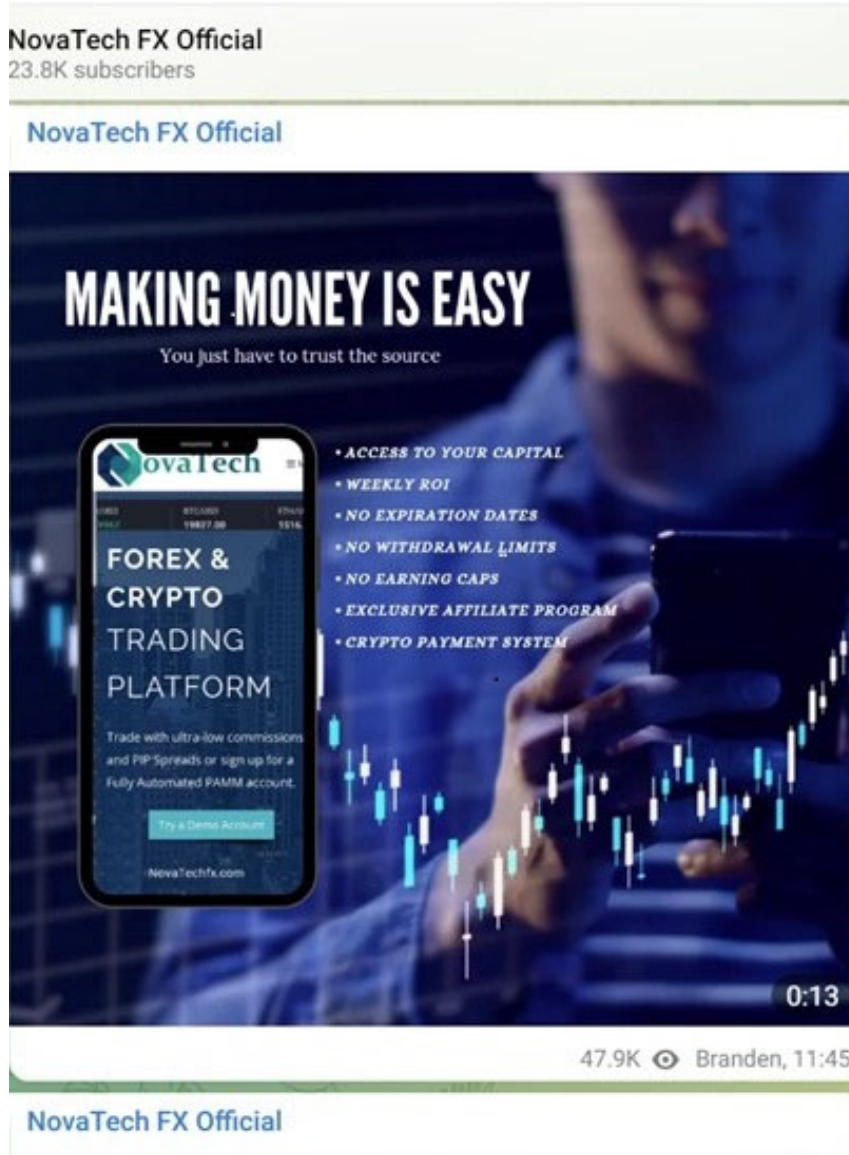
Defendant Cynthia Petion wrote in one of her many private communications to Defendant Zizi:

“Man, [investors] were HEATED when AWS closed lol. But who else are they going to go to?”

9. Upon establishing NovaTech, Defendant Cynthia Petion rebranded herself as “Reverend CEO,” called NovaTech’s founders “the visionaries behind NovaTech,” and proclaimed to investors that NovaTech was God’s vision. However, in private chats with Defendant Zizi, Cynthia Petion called herself the “Zookeeper,” her investors “a cult,” and rejected Zizi’s suggestion that NovaTech was like a country club: “In a club people know what they are signing up for” while in NovaTech “people join and follow mindlessly... They don’t think. They just agree with everything you say.”

10. While praising the “vision” of NovaTech, Defendant Zizi wrote to Defendant Cynthia Petion: “Some people will never see the vision you see in NovaTech... Focus and recruit the visionaries.” Defendant Cynthia Petion replied: “They see it when you drive by in that Bentley.”

11. Defendants falsely marketed NovaTech as “a registered hedge fund broker” and a financial advisor, fraudulently misrepresented that NovaTech was licensed to trade cryptocurrency in the U.S. and forex abroad, advertised consistent profits from trading of approximately 2-4% per week (over 140% per year), and promised that investors could withdraw their capital and profits at any time. NovaTech promised “easy” income with weekly ROI as advertised, for example, below is an image that was posted on the NovaTech FX Official Telegram channel on November 21, 2022:



12. But Defendants' representations about NovaTech were materially false and misleading. NovaTech was not licensed by any regulatory entity in the U.S. or abroad and did not generate profits from trading sufficient to pay the announced weekly ROI or recruitment bonuses.

13. Investors deposited over one billion dollars' worth of cryptocurrency with NovaTech from August 2019 through April 2023. But only a fraction -- less than \$26 million in total -- was ever traded on NovaTech's trading platform.

14. Yet, throughout the entirety of the scheme, NovaTech announced and paid to investors positive weekly ROI, even when cryptocurrency markets around the world uniformly plunged in the spring of 2022. On the NovaTech portal, investor account balances continued to grow and compound, reaching over three billion dollars by May 5, 2023, and bearing no relation to the real dollar value of investor cryptocurrency held by NovaTech.

15. In June 2022, Defendants Petion secretly sold their house in Florida and fled to Panama. Defendant Cynthia Petion wanted "everyone to still think we're in FL," and told Defendant Zizi to "leave the country...they can't serve you if they can't find you lol." Shortly after Defendants Petion left the U.S., the NovaTech scheme began to unravel.

16. In the fall of 2022, Canadian and U.S. state securities regulators served cease and desist orders on NovaTech for selling and promoting unregistered securities and for fraud. By December 2022, a growing number of investors requested to withdraw their funds from NovaTech.

17. Unable to keep up with payments to investors, in February 2023, NovaTech halted all withdrawals from investors' "trading" accounts, and in May 2023, closed NovaTech to U.S. and Canadian investors. NovaTech failed to return cryptocurrency deposited by investors and tens of thousands of investors were left with hundreds of millions of dollars in losses.

18. Defendants Petion transferred tens of millions of dollars' worth of cryptocurrency out of NovaTech.

19. Defendants Zizi, Corbett, and Ciceron, individually and through their entities, made off with millions of dollars in recruitment payments and profits.

20. Defendants' scheme to defraud investors by luring them into AWS Mining and their scheme to defraud investors by founding and selling investments in NovaTech, including their material misstatements and omissions, constitute fraudulent practices in violation of New York General Business Law ("GBL") Article 23-A, §§ 352 *et seq.* (the "Martin Act").

Defendants promoted or granted participation in AWS Mining and NovaTech, which were illegal pyramid schemes, known in New York as chain distributor schemes, in violation of GBL § 359-fff. Defendants fraudulently offered or sold securities in AWS Mining and NovaTech while unregistered in violation of GBL § 359-e. Additionally, Defendants Zizi and Ciceron illegally used the term "university" while promoting NovaTech in violation of Education Law § 224. Defendants' repeated fraudulent and illegal acts in the carrying on, conducting, and transacting of business violated New York Executive Law § 63(12).

21. This action seeks, *inter alia*, an order permanently enjoining Defendants from engaging in deceptive, fraudulent and illegal acts and practices in violation of the Martin Act and Executive Law; from engaging in any business relating to the issuance, advertisement, or sale of securities or commodities in New York; from participation in any chain distributor schemes or multi-level marketing companies; from serving as directors or officers of any company doing business in New York; and directing Defendants to pay restitution, disgorgement and damages.

PARTIES

22. Plaintiff is the People of the State of New York by Letitia James, the Attorney General of the State of New York. Plaintiff is authorized to bring this action and to assert the causes of action set forth below in the name and on behalf of the People of the State of New York pursuant to the Martin Act and Executive Law § 63(12).

23. Defendant Nova Tech Ltd (also referred to as “NovaTechFx” or “NovaTechFX”), was registered on September 26, 2019 in St. Vincent and the Grenadines as a “business company.” Nova Tech Ltd’s registered agent was Wilfred Services Ltd. with a mailing address of P.O. Box 1510, Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines. Nova Tech Ltd’s registration was cancelled by the St. Vincent and the Grenadines Financial Services Authority (“FSA”) as of January 30, 2023, due to the resignation of the registered agent on record. Defendant Cynthia Petion was the sole director, shareholder, and beneficial owner of Nova Tech Ltd and controlled Nova Tech Ltd.

24. Defendant NovaTech Advisors, LLC was a Florida limited liability company with a principal place of business of 1825 Northwest Corporate Boulevard, #110, Boca Raton, Florida 33431. NovaTech Advisors, LLC was registered in Florida on July 25, 2019. The Florida Department of State administratively dissolved NovaTech Advisors, LLC on September 22, 2023, for failure to file an annual report by April 2023. Defendants Petion were managers of NovaTech Advisors, LLC and owned and controlled NovaTech Advisors, LLC.

25. Defendant NovaPay, LLC was a Florida limited liability company with a principal place of business of 1825 Northwest Corporate Boulevard, #110, Boca Raton, Florida 33431.

NovaPay, LLC was registered in Florida on June 5, 2017. The Florida Department of State administratively dissolved NovaPay, LLC on September 22, 2023, for failure to file an annual report by April 2023. Defendants Petion owned and controlled Defendant NovaPay, LLC. According to Defendants Petion, Defendant Nova Tech Ltd was a subsidiary of Defendant NovaPay, LLC.

26. Defendant Cynthia Petion is NovaTech's co-founder and Chief Executive Officer overseeing the company's operations. Prior to NovaTech, Defendant Cynthia Petion was a promoter at AWS Mining, where she held the highest ceremonial title of President, to reflect her level of success in recruiting new investors. From 2017 through 2023, Defendant Cynthia Petion was a resident of the country of Panama and the State of Florida. Defendant Cynthia Petion currently resides in Panama.

27. Defendant Eddy Petion is NovaTech's co-founder and Chief Operating Officer overseeing daily operations and trading for client accounts. Prior to NovaTech, Defendant Eddy Petion was a promoter at AWS Mining, where he also held the highest ceremonial title of President, to reflect his level of success in recruiting new investors. From 2017 through 2023, Defendant Eddy Petion was a resident of the country of Panama and the State of Florida. Defendant Eddy Petion is Defendant Cynthia Petion's husband. Defendant Eddy Petion owns real property in West Islip, New York. Defendant Eddy Petion currently resides in Panama.

28. Defendant Frantz Ciceron was a promoter of AWS Mining and NovaTech. He held the ceremonial title of Director at AWS Mining and the highest ceremonial title of Two-Star

Ambassador at NovaTech, to reflect his level of success in recruiting new investors. Defendant Ciceron is a resident of the State of New York.

29. Defendant Kings Multi Services Agency LLC (“Kings Multi Services Agency”) is owned by Defendant Ciceron and is located in Brooklyn, New York. Kings Multi Services Agency had an account with NovaTech and held the highest ceremonial title of a Two-Star Ambassador to reflect Defendant Ciceron’s level of success in recruiting new investors to sign up under the account of his entity. Defendant Kings Multi Service Agency received funds from NovaTech for the benefit of Defendant Ciceron. Defendant Kings Multi Services Agency is Defendant Ciceron’s *alter ego*.

30. Defendant James Corbett was a promoter of AWS Mining and NovaTech. Defendant Corbett held the ceremonial title of Director at AWS Mining and the highest ceremonial title of a Two-Star Ambassador at NovaTech, to reflect his level of success in recruiting new investors. Defendant Corbett operated a now-defunct website, yourprofitservant.com, where he promoted various multi-level marketing enterprises, including NovaTech. Defendant Corbett is a resident of the State of New York.

31. Defendant Martin Zizi was a promoter of AWS Mining and NovaTech. Through his entity Defendant Trinity of Success Club, Inc., Defendant Zizi held the highest ceremonial title of a Two-Star Ambassador at NovaTech, to reflect this level of success in recruiting new investors. Defendant Zizi is a resident of the State of Georgia and a former resident of the State of New York. Defendant Zizi owns real property in Queens County, New York.

32. Defendant Trinity of Success Club, Inc. (“Trinity of Success”) is owned by Defendant Zizi and is registered in the State of Georgia. Defendant Trinity of Success had an account with NovaTech and held the highest ceremonial title of Two-Star Ambassador to reflect Defendant Zizi’s level of success in recruiting new investors to sign up under the account of his entity. Defendant Trinity of Success received funds from NovaTech for the benefit of Defendant Zizi. Defendant Trinity of Success is Defendant Zizi’s *alter ego*.

33. Defendant Positive Vision Marketing, LLC (“Positive Vision Marketing”) is owned by Defendant Zizi and is registered in the State of Georgia. Defendant Positive Vision Marketing had an account with NovaTech and held the ceremonial title of One-Star Ambassador to reflect Defendant Zizi’s level of success in recruiting new investors to sign up under the account of his entity. Defendant Positive Vision Marketing received funds from NovaTech for the benefit of Defendant Zizi. Defendant Positive Vision Marketing is Defendant Zizi’s *alter ego*.

34. Defendant AWS Mining Pty Ltd. was an Australian organization and a business name holder for Automated Web Services Mining (together “AWS Mining”). AWS Mining was co-founded by Daniel Beduschi and Alexandre Campos and located at Level 57, MLC Centre, 19-29 Martin Place, Sydney, NSW 2000, Australia. AWS Mining appears to have ceased to exist in August 2019 and no longer owns its website domain at www.awsmining.com.

JURISDICTION AND VENUE

35. This Court has jurisdiction over the subject matter of this action, personal jurisdiction over the Defendants, and authority to grant the relief requested pursuant to the Martin Act and Executive Law § 63(12).

36. The Martin Act authorizes the Attorney General to commence a civil action seeking restitution, disgorgement, damages, and other relief in connection with fraudulent practices relating to the issuance, exchange, purchase, sale, promotion, negotiation, advertisement, investment advice, or distribution of securities or commodities within or from New York State.

37. Executive Law § 63(12) authorizes the Attorney General to commence a civil action or proceeding seeking restitution, damages, injunctive relief, and costs when any person has engaged in repeated fraudulent or illegal acts or has otherwise demonstrated persistent fraud or illegality in the carrying on, conducting, or transacting of business.

38. Pursuant to C.P.L.R. § 503 venue is proper in New York County because the OAG's office is located in New York County and at least 270 investors from this county invested with NovaTech.

FACTUAL ALLEGATIONS

I. Defendants Promoted the AWS Mining Fraudulent Investment Scheme

39. Defendant AWS Mining was incorporated in Australia in or around May 2017, by foreign nationals Daniel Beduschi and Alexandre Campos. AWS Mining's website <https://awsmining.com> invited investors to "[e]arn daily passive income by participating in one

of the world's biggest and most profitable crypto mining operation (*sic*)!" A mining farm is a facility which hosts and maintains specialized computers and hardware for mining cryptocurrency.

40. Defendant AWS Mining and Defendants Petion, Corbett, Zizi, and Ciceron promoted AWS Mining's cryptocurrency mining contracts which entitled investors to profits from cryptocurrency purportedly mined with the mining power they purchased. AWS Mining promised to distribute monthly mining profits to investors and stated on its website that "your contract is guaranteed to 200% return of purchase price." Until returns equaled 200%, investors were able to withdraw their monthly payments, but the original investment was locked on AWS Mining's platform and could not be withdrawn.

41. Defendants targeted unsophisticated investors, many of whom did not know about cryptocurrency, its volatility, or risks. Defendants helped these investors, especially the elderly, to create email accounts, open accounts with a cryptocurrency platform, such as Gemini or Coinbase, purchase cryptocurrency on those platforms, and to transfer cryptocurrency from a platform to AWS Mining.

42. All investors who purchased mining contracts were eligible to recruit new investors, receive a 10% direct referral bonus for each new investor recruited and each new investment made, and additional recruitment bonuses.

43. Defendants Petion each became top promoters in AWS Mining with the highest ceremonial title of "President," having recruited 200,000 investors who collectively invested at least \$10 million. Defendants Petion enticed others to recruit new investors by advertising that

payments for recruitment were much more lucrative than mining profits. In a May 21, 2018, YouTube video titled *Full Interview with AWS VP Cynthia Petion*, Defendant Cynthia Petion, bragged: “I [bought a] \$2,000 plan, it’s made over \$5,000 in mining bonuses ... but it’s made \$300,000 in six months’ time in the affiliate [recruiting] program.” The video was viewed hundreds of times.

44. Defendant AWS Mining prepared slide decks it made available through its investor portal on its website. These slide decks contained promises about AWS Mining returns, including 15% monthly returns, return of original investment in six months, and 200% returns in 13-14 months. Defendants Petion and Ciceron, Corbett and Zizi presented these slide decks to prospective investors, repeating misrepresentations contained in them. For example, in a YouTube video dated May 21, 2018, titled *Full Interview with AWS VP Cynthia Petion*, Defendant Cynthia Petion called AWS Mining a “virtual ATM” and promised that “people can make [a] ridiculous amount of passive income” including a monthly return of 15% and a 200% return on investment. She stated that “with a \$40 investment you can literally go on to make hundreds or thousands of dollars a week, a day, it’s totally in your control.”

45. On February 17, 2019, Defendant Cynthia Petion presented the AWS Mining slide deck to prospective investors at a conference organized by Defendant Ciceron in Brooklyn, New York, promising a monthly return of 15% and a 200% return on investment. On or around February 17, 2019, Defendant Cynthia Petion also hosted a meeting at her house in West Islip where she promoted AWS Mining.

46. Defendant Eddy Petion presented the AWS Mining slide deck to new investors, including in New York on or around March 28, 2019, promising monthly returns of 15% and a 200% return on investment.

47. Defendants Petion recruited Defendant Corbett into AWS Mining in 2017. By spring of 2019, Defendant Corbett received the ceremonial title of Director with his downlines investing at least \$500,000. Defendant Corbett presented the AWS Mining slide deck during Zoom meetings he organized with potential investors, where he promised a monthly return of 15% and a 200% return on investment. Defendant Corbett participated in a WhatsApp group chat with his downlines where he signed his WhatsApp messages with “AWS MINING [IS] REAL MINING NOT FAKE MINING!!!!” (emphasis in original).

48. Defendant Ciceron joined AWS Mining in 2018 and by February 2019 received the ceremonial title of Director with approximately 200 investors in his downline, mostly from Haitian communities in New York and New Jersey. Collectively his downlines invested at least \$900,000 into the AWS Mining scheme.

49. Defendant Ciceron advertised AWS Mining in the Creole language on his weekly business segments on *Haiti Premiere Classe* television in 2018 and 2019. On October 14, 2018, for example, he told his viewers about a mining company which gave investors “a rate of 15% per month,” and doubled their money in 14 to 15 months. He repeated those same statements in his segment on January 6, 2019. When investors contacted Defendant Ciceron about the investment, he directed them to AWS Mining.

50. Defendant Ciceron also met with investors in person in his Brooklyn office and presented the AWS slide deck to them, including the slides promising a monthly return of 15% and a 200% return on investment. Ciceron helped some investors open an account with cryptocurrency trading platforms and took them to their bank to help them transfer funds to these platforms to facilitate their investments in AWS Mining.

51. Defendant Zizi promoted AWS Mining to investors through emails and Zoom calls, where he presented slides promising a monthly return of 15% and a 200% return on investment. Defendant Zizi recruited at least ten to fifteen investors into AWS Mining directly and those investors recruited additional investors.

52. Defendants' Petion, Corbett, Zizi, and Ciceron's promises that AWS Mining generated a 15% monthly return and 200% return on investments in 13 to 15 months from mining cryptocurrency, as well as AWS Mining's guarantee of 200% return on investment on its website, to which these Defendants referred investors, were false. These investment returns were not guaranteed, and many investors lost money. While repeatedly promising consistent high returns, Defendants failed to inform investors about the risks inherent in their investment, including that cryptocurrency is extremely volatile, that its price is subject to fluctuations affecting the value of mining rewards, that miners face stiff competition, that mining is expensive and can be unprofitable, or that they could lose their entire savings in the AWS Mining scam.

53. In April 2019, Defendant AWS Mining informed investors that it terminated “unprofitable” mining contracts.¹ Most contracts were deemed “unprofitable,” and AWS Mining stopped making the promised monthly payments to investors and refused to return their original investment. According to Defendant Cynthia Petion, AWS Mining was using outdated mining machines despite promising to use “the newest hardware,” and ran out of money because it “paid too high revenues for too long.”

54. In a January 10, 2023, YouTube interview with *Ponzi Patrol*, Defendant Corbett admitted that AWS Mining’s contract terms “basically ... guaranteed x amount of money which they shouldn’t have.”

55. Yet, Defendant AWS Mining blamed the termination of its contracts on a purported fire which it claimed had burned down a Paraguay mining farm. In dramatic, and coincidental, fashion while in the middle of giving an AWS Mining presentation in New York, Defendant Eddy Petion received a phone call informing him about the supposed fire. A similar scene occurred a few days later at a cryptocurrency conference in Dubai, attended by Defendants Eddy Petion and Corbett, where a cellphone video of the purported fire was shown. Defendant Eddy Petion acted surprised by the news of the fire even though he had already heard and announced it days earlier in New York.

¹ AWS Mining defined an “unprofitable” contract as a contract where “the Service Fee is higher than the value of the Cryptocurrency mined under the [Mining] Contract for a period of sixty (60) consecutive calendar days.” This was a nonsensical definition as the “Service Fee means 20% of the Cryptocurrency Mined pursuant to this contract.” Because Service Fee is defined as a percentage of the Cryptocurrency Mined, it cannot be higher than the value of cryptocurrency mined.

56. Investors and even some promoters accused Defendant AWS Mining of breaking promises of guaranteed returns. As one promoter wrote on April 30, 2019, in a WhatsApp group chat with other AWS Mining promoters, “We always sold AWS on the basis of an ROI of 200%. Profitability was not in question. I don’t think we’d have grown the teams we have had we quoted ‘as long as its profitable.’”

57. After Defendant AWS Mining failed, investors turned to top promoters for answers. An investor from Defendant Corbett’s WhatsApp group chat wrote: “James, we ask you all this question cox you use to tell us AWS real Mining not Fake Mining (*sic*).” Defendants Petion, Corbett, Zizi, and Ciceron disclaimed any responsibility for misleading investors, claiming that they themselves were merely investors in the scheme. Yet Defendants Ciceron, Zizi, and Corbett made tens of thousands, and Defendant Cynthia Petion made \$3 million from AWS Mining, mostly from recruitment bonuses, while most investors recruited by them lost almost the entirety of their investments.

58. For example, a retiree from Stamford, CT, who learned about AWS Mining from Defendant Ciceron’s segment on Haitian TV, met Defendant Ciceron in his Brooklyn office to consult about the advertised AWS Mining investment. During the meeting, Ciceron advised him that AWS Mining was a better investment than his 401K, with higher returns and a guaranteed 200% return on investment. The investor moved almost \$38,000 of his retirement savings and \$6,000 of his wife’s savings into AWS Mining in January and February 2019. The investor also attended a Brooklyn meeting on February 17, 2019 where Cynthia Petion presented about AWS Mining. The investor was able to withdraw \$5,800 in March of 2019 (13.5% of his total

investment) but was unable to withdraw anything more thereafter. As a result of AWS Mining's collapse, he and his wife lost the remainder of their investment.

59. A New York investor who invested \$119,000 was similarly promised a 200% return and 12% monthly payments. He received two monthly returns in February and March of 2019, but none thereafter, and on June 1, 2019, was informed via email that his mining contract was cancelled. He lost the rest of his investment.

60. Another New York family of a retired school bus driver on disability invested approximately \$200,000 into AWS Mining and were told that the money would double in 14-16 months. The family received monthly payments on their investment until April 2019 and lost the remainder.

61. Defendant Ciceron summarized a private conversation between himself and Defendant Cynthia Petition about the failure of AWS Mining as follows:

So I did ask her in the meeting who was the genius behind the compensation program? If they're paying ten percent to almost everybody, how did they expect the company to survive because if you take a hundred from me and in 13 months you're going to give me two hundred, but you pay almost everything in commissions, so what was going to work and how that was going to work? And she said ...they were competing against a lot of scams, so they had to come up with something more appealing to the masses in order to sell AWS Mining. And I'm like, oh, okay, then this was destined to fail.

II. Defendants Engaged in and Promoted the Fraudulent NovaTech Investment Scheme

62. In the wake of the AWS Mining collapse, in June 2019, Defendants Petition conceived of a new fraudulent scheme of their own called "NovaTechFx" or "NovaTech," which

they launched in August of 2019. Having learned from AWS Mining, they advertised returns averaging 2-4% per week from forex and cryptocurrency trading, along with lucrative returns for recruiting new investors. NovaTech re-victimized many investors who joined hoping to recover their losses from AWS Mining.

A. The Structure of the NovaTech Scheme

63. Defendants Petion and Defendant Cynthia Petion's brother and NovaTech's Chief Technology Officer ("CTO") were the founders and the "visionaries" behind NovaTech. Defendants Petion lured investors by promising profits from trading their cryptocurrency and touting themselves as "some of the Industry's Top Leading Professionals worldwide."

64. According to the NovaTech website, Defendant Cynthia Petion was "responsible for creating, planning, implementing and integrating the strategic direction of [NovaTech]...and overseeing the company's overall operations," including NovaTech's finances. Defendant Cynthia Petion, however, did not disclose to investors her financial history, including her personal bankruptcy in 2011 and various lawsuits filed by creditors due to her failure to pay her debts between 2017 and 2019.

65. According to the NovaTech website, Defendant Eddy Petion oversaw "daily operations and trading for client accounts" including managing "investment and trading programs," despite having no experience in trading client assets.

66. NovaTech's CTO was responsible for managing NovaTech's information technology and trading technology, including securing a software license for NovaTech's trading platform. He also worked with software developers on developing and maintaining the

NovaTech website, which ultimately facilitated the transfer of over one billion dollars of investors' cryptocurrency to NovaTech.

67. In furtherance of her scheme, Defendant Cynthia Petion rebranded herself as “Reverend CEO” and filled her NovaTech videos and Zoom calls with references to religion. She proclaimed that “Jesus was ... the best affiliate marketer in the world” and declared that “the idea to form Nova Tech came to me in a vision, a message from God...” and that “literally this came to me while brushing my teeth because [God] likes to speak to me when he thinks I am listening.”

68. Defendant Zizi reinforced the idea of Defendant Cynthia Petion being a “visionary” and a hero to his downlines and even likened her to Harriot Tubman freeing people from slavery: “Remember that Novatech has opened the door to financial freedom for us. Cynthia had a vision that has turned into reality and has helped thousands to see the light and follow the [trading platform to financial freedom] ... Cynthia is our Harriett [Tubman] and through her vision has created ways within the wilderness.”

69. Some investors learned about NovaTech during prayer meetings from trusted religious leaders. Defendants Zizi and Ciceron promoted regular prayer meetings for their NovaTech downlines under the NovaTech logo using fliers which claimed that “A team that prays together stays together & grows together.” An example of one such flier is set forth below:



70. Defendants’ recruiting efforts proved highly successful and, in 2022, according to Defendant Cynthia Petion, NovaTech doubled in size every sixty days. From August 2019, through April 2023, over 200,000 investors, including at least 11,000 from New York State, had transferred over one billion dollars in cryptocurrency to NovaTech.

71. Defendants Petion and NovaTech operated the website www.novatechfx.io and subsequently www.novatechfx.com. Defendants Petion drafted the contents of the NovaTech website which advertised NovaTech as a “Forex & Crypto Trading Platform” that promised “Weekly Payouts.”

72. After opening an account with NovaTech through its website, investors could invest any amount of cryptocurrency for “trading,” but NovaTech incentivized them to invest more by waiving monthly service fees: investments from \$99 to \$24,999 incurred a \$25 monthly

fee, while investments over \$25,000 incurred no monthly fee. The dollar amount of cryptocurrency deposited by investors with NovaTech was reflected in their “trading” accounts on the NovaTech investor portal accessed through the NovaTech website.

73. In actuality, NovaTech directed investors through its website to send their cryptocurrency, intended for trading by NovaTech, to a payment processor that did not trade cryptocurrency for NovaTech but merely stored it in NovaTech’s wallets.

74. Defendants represented to investors that NovaTech pooled their cryptocurrency and that its “experienced team of traders” traded it on NovaTech’s own trading platform. NovaTech’s trading platform was a trading software called “White Label MetaTrader 5” which NovaTech licensed from Prime Brokerage Services, doing business as B2Broker (“B2Broker”). NovaTech exercised total discretion over investor cryptocurrency and promised investors consistent passive income and that they could “earn without having to trade...No experience needed.” Defendants Petition decided how much, if any, investor cryptocurrency was traded on the NovaTech trading platform.

75. NovaTech represented that it calculated its trading profits on a weekly basis and that it retained 30% of the weekly profits as a “performance fee” and divided the remaining 70% among investors. Every Friday on its investor portal NovaTech posted ROI purportedly derived from weekly trading profits for the prior week. Every Saturday, NovaTech posted recruitment bonuses on the same investor portal, which NovaTech claimed were paid out of its 30% share of the weekly trading profits.

76. Weekly ROI and commissions for recruiting new investors were added on NovaTech's investor portal into investors' "bonus" accounts. Investors could reinvest their funds from the "bonus" accounts by moving them into their "trading" account, known as "compounding," or withdraw them into an outside cryptocurrency wallet. Starting in the fall of 2022, investors could choose to automatically direct their weekly bonus into their "trading" account.

77. Defendants' key selling point was that, unlike other similar investment schemes, including AWS Mining, NovaTech allowed investors to withdraw any amount of their funds, including their original investment, at any time. Cynthia Petion touted that "access to your capital" was "the crown jewel of NovaTech."

78. NovaTech promoters received referral bonuses for recruiting new investors. They were also given ceremonial titles that reflected the amount of money they convinced others to invest. These ceremonial titles ranged from Platinum Associate, with \$25,000 in downline investments to 2-Star Ambassador with downline investments of \$100,000,000.

79. Defendants used social media such as Facebook, YouTube, WhatsApp, Telegram groups, and Zoom meetings, in-person meetings, and other means to promote NovaTech. Defendants Petion created slide decks describing the NovaTech investment and marketing scheme and uploaded them to the NovaTech investor portal on the NovaTech website together with various other information about the company, including the weekly performance reports. Defendants Zizi, Corbett, and Ciceron used these slide decks and the weekly performance reports to recruit new investors without modifying them and presented them "as is" because, according

to Defendant Cynthia Petion, “how you say things and the verbiage that’s used is extremely important.” During their training sessions aimed at recruiting new investors, Defendants Ciceron, Zizi, and Corbett repeated all the misstatements contained in the slide decks.

80. Defendant Zizi, one of the top promoters of NovaTech, opened an account in his name and two additional accounts for the entities he owned and controlled, and strategically placed recruited investors under his three accounts to maximize his recruitment bonuses. Defendant Zizi received all the ROI payments and recruitment bonuses awarded to his entities by NovaTech. Through this design, his entity Defendant Trinity of Success became a Two-Star Ambassador, his entity Defendant Positive Vision Marketing became a One-Star Ambassador, and together with the account in his own name, they signed up approximately 140,000 investors into NovaTech, including investors from New York. These investors deposited millions of dollars’ worth of cryptocurrency with NovaTech.

81. Defendant Zizi operated a WhatsApp chat group called Trinity of Success, which included approximately 500 investors in his downline, many of whom, in turn, operated their own WhatsApp chat groups, passing on information Defendant Zizi conveyed to them through his chat.

82. Defendant Ciceron was recruited by Defendant Zizi and quickly became one of the top promoters himself. Like Defendant Zizi, Defendant Ciceron opened an additional account for the entity he owned and controlled, Defendant Kings Multi Services Agency, which became a Two-Star Ambassador. Defendant Ciceron received all the ROI payments and recruitment bonuses that NovaTech awarded to Defendant Kings Multi Services Agency.

Together with his entity, Defendant Ciceron recruited over 60,000 investors into NovaTech. Defendant Ciceron operated a WhatsApp chat for his group where he communicated with his downlines. Defendant Zizi received indirect referral bonuses for each of Defendant Ciceron's recruits.

83. Defendant Corbett had over 100,000 investors in his downline, with whom he communicated through his weekly Zoom training sessions.

84. In 2021 and 2022, Defendants Zizi and Ciceron hosted Zoom meetings for new investors twice a week in English and Creole, where they presented NovaTech's slide deck and all the misstatements contained therein. These Zoom meetings were recorded and circulated on Defendant Zizi's WhatsApp group chat.

85. Defendants Zizi and Ciceron used fliers with their likeness, like the one below, to advertise their Zoom meetings:



86. Defendant Zizi promised to teach his downlines during these weekly Zoom meetings “how to become a multi millionaire.” Similarly, Defendant Ciceron, advertised these Zoom meetings by promising to “do a SPECIAL TRAINING ON HOW TO MAKE IT TO 2 STAR AMBASSADOR AND BECOME A millionaire.” He called on his team to invite new investors: “IF YOU WANT TO BUILD A BIG TEAM, YOU MUST INVITE!!! IF YOU WANT TO BECOME FINANCIALLY FREE, YOU MUST INVITE!! IF YOU WANT TO BECOME THE 1ST MILLIONAIRE IN YOUR FAMILY, INVITE, INVITE ... NEW GUESTS TO THE MEETINGS...IF YOU WANT TO LEAVE A LEGACY, YOU MUST INVITE!!!” (emphasis in original).

87. From March 2021 through the end of 2022, Defendants Zizi and Ciceron also held a weekly session called “University of Trinity of Success,” which they advertised together with

the NovaTech training sessions. The goal of this “crypto University” was to “change lay person (*sic*) into educated crypto folks” and to “educate” investors about NovaTech. For example, Defendant Zizi stated in his WhatsApp chat to his downlines on August 21, 2021: “One leader asked us last week during our University class, how to maximize the potential with Novatech? We will be answering the multiple facets of this question today and tomorrow in our University classes. Bring your new recruits to learn. Remember [LEARN=L+EARN].” Defendants Zizi and Ciceron did not possess a special charter from the legislature or the regents of the State of New York to use the name “university.”

B. Defendants Made Material Misstatements and Omissions to Promote NovaTech as a Legitimate Business

88. Defendant Cynthia Petion was aware that trading cryptocurrency on behalf of investors required registration and shared with AWS Mining promoters in an April 15, 2019, WhatsApp chat that “SEC is not a fan of our business model. They don’t like that we sell in pools, and that AWS controls which coins to mine, how much, etc.”

89. To assure investors that their new scheme was legitimate and compliant with all applicable laws, Defendants made material misstatements about NovaTech’s licenses and registrations.

90. From 2020 through January 2022, NovaTech’s slide deck stated that NovaTech was a “legally registered Hedge Fund company.” Defendant Cynthia Petion continued to misrepresent NovaTech as a registered hedge fund through at least June 22, 2022, including in a January 12, 2022, YouTube video *NovaTech New Year Zoom*, and a June 22, 2022, YouTube video *NovaTechFX CEO Cynthia Petion Breaks It Down*.

91. Defendants Zizi, Ciceron, and Corbett presented the same NovaTech slide decks to potential NovaTech investors during their weekly Zoom meetings and misrepresented that NovaTech was a registered hedge fund. Additionally, in a video uploaded on YouTube on February 20, 2022, titled *James Corbett on NovaTech*, Defendant Corbett stated that NovaTech was a “licensed hedge broker.” That video was viewed at least 1,700 times.

92. Defendants’ statements that NovaTech was a “registered hedge fund company” or a “registered hedge fund broker” or a “licensed hedge fund broker” were materially false and misleading. NovaTech had no licenses or registrations to solicit investments or to trade on behalf of investors and was not registered with FINRA, the SEC, or any state securities regulators.

93. Defendant NovaTech and Defendants Petion also misrepresented NovaTech Advisors, LLC’s registration with the Florida Secretary of State as a “license” to do business as an investment adviser or as a financial advisor. In a 2019 YouTube video titled *NovaTech Leader Discussion with Early Leaders*, Defendant Cynthia Petion stated that “we have the U.S. entity which is NovaTech Advisors and that is ... what makes us a hedge fund company which allows us to be able to give financial advice.”

94. From at least October 23, 2020, through July 16, 2022, NovaTech’s website falsely represented that NovaTech Advisors, LLC was registered in Florida as an “Investment Advisor.”

95. However, the registration with the Florida Secretary of State was not a “license” to do business as an investment adviser or a financial advisor. NovaTech Advisors, LLC was not

registered as an investment adviser in Florida or anywhere else and Defendants' statements to the contrary were false.

96. In September 2022, after NovaTech raised hundreds of millions of dollars, Defendant Cynthia Petion instructed promoters that, while NovaTech started as a hedge fund in 2019, it was no longer to be called a "hedge fund" because it did not "qualify" investors or collect their information. Defendant Cynthia Petion also told investors that NovaTech was to be called a "trading advisor," while assuring investors that this change in title did not represent a change in NovaTech's operations.

97. Defendant NovaTech and Defendants Petion also misrepresented that NovaTech was licensed to trade cryptocurrency in the U.S. and forex abroad. For example, in a January 5, 2020, YouTube video titled *NovaTech CTO Interview on Trading Forex & Crypto*, posted on the NovaTech Official YouTube channel, NovaTech's CTO, when interviewed by Defendants Petion, falsely stated that NovaTech was licensed to trade cryptocurrency in the U.S. Defendants Petion failed to correct the CTO and caused the video to be posted online. This video was viewed over 64,000 times.

98. Defendant Corbett similarly stated in a February 20, 2022, YouTube video titled *James Corbett on NovaTech* that:

NovaTech is licensed to do trading for you here in the United States in crypto, not forex. The forex license they have is for international people to get involved with the forex trade and they're licensed for forex trading in The Grenadines and in St. Vincent's and in the United States they're licensed to do crypto trading as a MetaTrader 5 crypto hedge broker.

99. These statements were false. NovaTech was not licensed or registered with any state or federal securities or commodity regulators in the U.S. to trade cryptocurrency for investors.

100. Nor was NovaTech “licensed” to trade forex abroad. Nova Tech Ltd was registered as a “business company” in St. Vincent and the Grenadines. The FSA of St. Vincent and the Grenadines does not license companies to engage in forex trading or brokerage and did not issue forex or brokerage licenses to NovaTech. NovaTech was not licensed or registered to trade forex elsewhere. Statements that NovaTech was licensed to trade forex outside of the U.S. were false.

C. Defendants Made Material Misrepresentations About Trading and Profits at NovaTech

101. Defendants advertised NovaTech as a trading platform that generated profits from trading investors’ cryptocurrency. But that was false. In reality, from August 2019 through April 2023, NovaTech took in over one billion dollars’ worth of investor cryptocurrency but the vast majority of it remained in NovaTech’s wallets with the payment processor. Only a tiny fraction, \$26 million, was ever deposited by Defendants Petion with the NovaTech trading platform for trading. The ROI posted weekly to investors’ accounts was entirely fabricated by Defendants Petion. In Ponzi scheme fashion, the “profits” and recruitment bonuses NovaTech paid to investors did not come from trading profits but from deposits of other investors.

1. Defendants misrepresented NovaTech’s trading profits

102. Defendants represented that NovaTech paid out returns on investments from the weekly profits it generated primarily by trading investor cryptocurrency on the NovaTech trading

platform. For example, in a YouTube video dated April 7, 2021, titled *ROI Training*, posted on NovaTech Official channel, Cynthia Petion stated that weekly profits or ROI were “based on trading activity taking place during the week.” That video was viewed thousands of times.

103. Defendant Zizi similarly stated in a January 21, 2022, YouTube video titled *NovaTech FX: Presentation with Dr. Zizi and Pastor Bob*, that “we only get paid on profit made.” This video was viewed over a thousand times.

104. Defendant Corbett also stated in a May 12, 2022, video titled *Why NovaTech is the BEST opportunity in under 5 minutes by Global Ambassador James Corbett* that NovaTech “profits are generated through the... hedge fund...” In a January 10, 2023, YouTube interview with *Ponzi Patrol*, Corbett similarly stated that NovaTech is “paying out of the trade profits that they make each week.”

105. NovaTech promised that payments for recruiting new investors came from the company’s share of the weekly trading profits. According to Defendant Zizi’s YouTube video titled *NovaTech FX: Presentation with Dr. Zizi and Pastor Bob*, NovaTech “takes a percentage of the trading generated every week” to pay for recruiting new investors.

106. Throughout the NovaTech scheme, Defendants emphasized consistency of returns despite such consistency being at odds with live trading, especially in volatile cryptocurrency and forex markets. In an April 7, 2021, YouTube video titled *ROI Training*, Defendant Cynthia Petion explained that “our practice is to make sure that over a period of time that you have some steady progression of income or profit.” Similarly, in a January 17, 2023 *NovaTech New Year 2023 Zoom* YouTube video, Defendant Cynthia Petion explained that “we pay consistently only

because people like consistency” and that NovaTech makes sure “that we provide profits so that people don’t think ... there’s something wrong.”

107. Defendants Ciceron, Zizi, and Corbett similarly marketed consistent returns, promising investors weekly payouts, and downplaying any risk of loss. A flier promoting an October 18, 2020 Zoom meeting for NovaTech featuring Defendants Zizi and Ciceron called on prospective investors to “discover how to ... earn DIVIDENDS every FRIDAY” (emphasis in the original). On March 24, 2021, Defendant Zizi sent a WhatsApp chat to his downlines, promising weekly “Friday PAY” “in your sleep” (emphasis in the original).

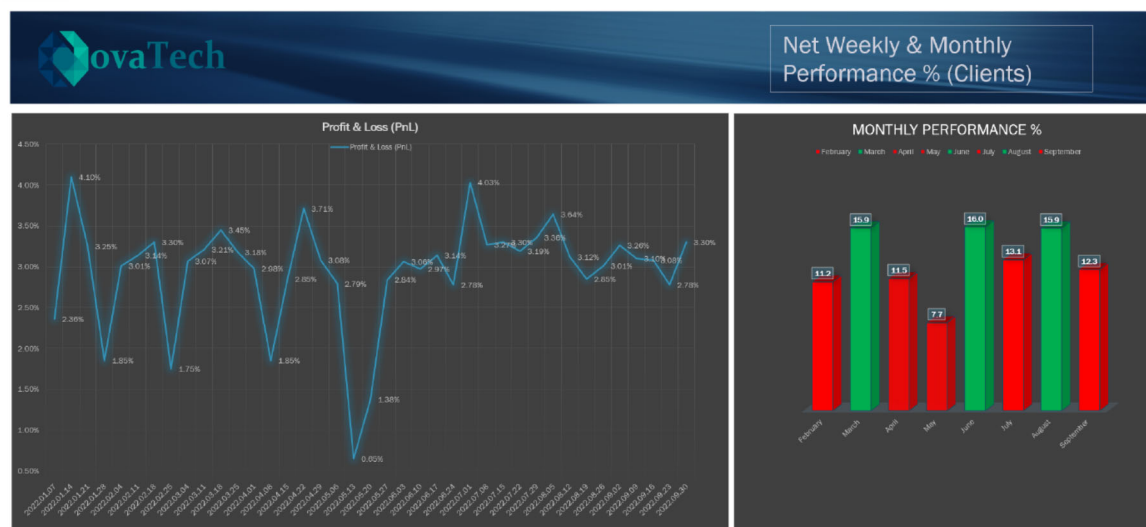
108. In a WhatsApp group chat on January 27, 2022, Defendant Zizi quizzed his downlines: “How do I make 2500 a week...if I don’t want to sponsor anyone?” One investor replied: “The answer is easy, invest \$100,000 in average of 2.5% that will get you \$2500 a week.” Zizi responded: “Wow! Great! The group is learning. Fabulous...That is \$10k a month. Half way to becoming financially independent.”

109. Defendant Ciceron stated in a January 21, 2022 YouTube video titled *NovaTech Fx: Presentation with Dr. Zizi and Pastor Bob*, that “we always [receive] two to three [percent] and high threes, low threes, and when the market is bad too” and “we have never had even one negative return.”

110. Defendant Corbett similarly stated in a February 2, 2022 YouTube video titled *James Corbett on NovaTech*, that NovaTech paid “two to four percent roughly each week,” that NovaTech had never had losses, that upon investing, “you’re immediately successful, never in the red, always in the black,” and that “in this program everybody generates a profit day one.”

111. Similarly, in a January 5, 2020, YouTube interview titled *NovaTech CTO Interview on Trading Forex & Crypto*, NovaTech’s CTO stated that while a loss of investment in NovaTech “is always possible, the probability is highly unlikely.”


112. NovaTech publicized fake performance reports depicting purported weekly trading profits on the investor portal on its website. Below is an example of a performance report announcing 3.3% ROI for the week ending September 30, 2022. The bar graph depicts only positive monthly returns ranging from 7.7% to 16% between February 2022 to September 2022, while the chart shows purported weekly trading profits for January 2022 to September 2022, again with only positive returns.



Sep 30, 2022 - 3.3%
Past performance not indicative of future earnings.

113. Defendants advertised that in over three years, NovaTech had never had even one losing week. From October 2, 2020, through November 19, 2021, NovaTech reported that no trading week yielded profits below 2.14%. During 2022, NovaTech continued to publicize

weekly profits averaging 2.84% yielding an annual return of 147% as compiled and disseminated in January 2023 by one promoter and depicted below:

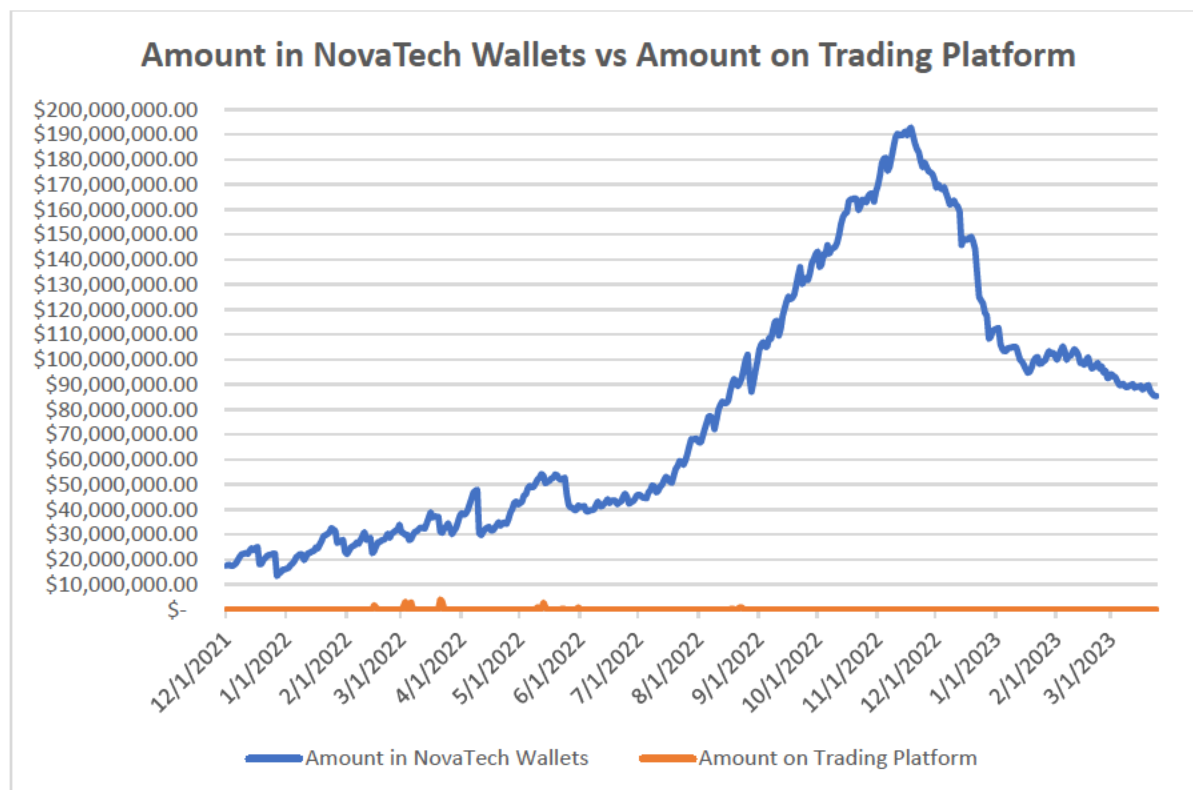
								
JAN	%	% Comp	FEB	%	% Comp	MAR	%	% Comp
Jan 07	2.36%	102.36%	Feb 04	3.01%	115.43%	Mar 04	3.07%	128.98%
Jan 14	4.10%	106.56%	Feb 11	3.14%	119.05%	Mar 11	3.21%	133.12%
Jan 21	3.25%	110.02%	Feb 18	3.30%	122.98%	Mar 18	3.45%	137.71%
Jan 28	1.85%	112.06%	Feb 25	1.75%	125.13%	Mar 25	3.18%	142.09%
APR	%	% Comp	MAY	%	% Comp	JUN	%	% Comp
Apr 01	2.98%	146.32%	May 06	2.79%	168.43%	Jun 03	3.06%	182.15%
Apr 08	1.85%	149.03%	May 13	0.65%	169.52%	Jun 10	2.97%	187.56%
Apr 15	2.85%	153.28%	May 20	1.38%	171.86%	Jun 17	3.14%	193.45%
Apr 22	3.71%	158.96%	May 27	2.84%	176.74%	Jun 24	2.87%	199.00%
Apr 29	3.08%	163.86%						
JUL	%	% Comp	AUG	%	% Comp	SEP	%	% Comp
Jul 01	4.03%	207.02%	Aug 05	3.64%	244.13%	Sep 02	3.26%	275.40%
Jul 08	3.27%	213.79%	Aug 12	3.12%	251.74%	Sep 09	3.10%	283.94%
Jul 15	3.30%	220.85%	Aug 19	2.85%	258.92%	Sep 16	3.08%	292.69%
Jul 22	3.19%	227.89%	Aug 26	3.01%	266.71%	Sep 23	2.78%	300.82%
Jul 29	3.36%	235.55%				Sep 30	3.30%	310.75%
OCT	%	% Comp	NOV	%	% Comp	DEC	%	% Comp
Oct 07	3.26%	320.88%	Nov 04	2.73%	358.97%	Dec 02	2.68%	393.54%
Oct 14	2.14%	327.75%	Nov 11	1.18%	363.21%	Dec 09	2.13%	401.93%
Oct 21	3.40%	338.89%	Nov 18	2.55%	372.47%	Dec 16	2.73%	412.90%
Oct 28	3.11%	349.43%	Nov 25	2.90%	383.27%	Dec 23	2.40%	422.81%
						Dec 30	1.25%	428.09%
YTD Total Return 147.59%					YTD Weekly Average 2.84%			
YTD Compounded Weekly Total Return 428.09%								
(If you compound your investment every week)								
Past performance not indicative of future earnings.								

114. Meanwhile, in 2022 most major cryptocurrencies plunged during what many described as the “crypto winter:” Bitcoin: -63%; Ether: -67%; Cardano: -80%; Solana: -93%; and Terra: -100%.

115. Yet, Defendant Eddy Petion boasted in the January 17, 2023 *NovaTech New Year 2023 Zoom*, posted on the NovaTech Official YouTube Channel, that notwithstanding market

turmoil, NovaTech had never failed to pay a weekly ROI, stating that “we haven’t missed one payment yet, not one, and I’ll leave it at that.” That video was viewed over 80,000 times.

116. Defendants’ statements about NovaTech’s consistent returns from trading and profits were false. As stated above, NovaTech solicited over one billion dollars’ worth of investor cryptocurrency but traded only \$26 million dollars’ worth of cryptocurrency from August 2019 through April 2023. The remainder of that billion dollars’ worth of cryptocurrency sat in NovaTech’s wallets at a payment processor and was distributed at Defendant Cynthia Petion’s direction either as payouts to investors and bonuses to promoters or for the benefit of Defendants Petion. The graph below demonstrates the amount of investor cryptocurrency held in NovaTech’s wallets with the payment processor over time as compared to the negligible amount of cryptocurrency on NovaTech trading platform over that same time, with the traded amount never exceeding \$5 million at any given time and most weeks trading significantly less than \$500,000:



117. NovaTech traded a miniscule amount of the investor cryptocurrency it solicited. NovaTech also, despite claims of never having a losing week, lost \$18 million in trading from August 2019 through April 2023.

118. In a private conversation, Defendant Cynthia Petion admitted to Defendant Zizi that while trading “wasn’t always profitable...she always [had] some funds set aside for rainy days.” This explanation is contrary to repeated statements to investors that weekly ROI was “based on trading activity taking place during the week.” Furthermore, the returns from trading during positive weeks were so small as to be negligible compared to the amounts of cryptocurrency in investors’ “trading” accounts on which NovaTech promised to pay ROI.

119. The week ending May 5, 2023, is illustrative. NovaTech announced ROI of 1.98% for that week. NovaTech's internal ledger indicated that as of May 5, 2023, NovaTech had over \$3 billion of cryptocurrency in investors' "trading" accounts from their deposits and reinvested "profits." To pay ROI on that amount, NovaTech would have needed to generate trading profits for that week (after the deduction of 30% company profit share) of over \$60 million. NovaTech never made \$60 million from trading in any one week (or in total trading over almost 4 years).

120. On March 17, 2023, B2Broker terminated NovaTech's license to its trading software. As a result, NovaTech ceased what little trading it did on its trading platform. NovaTech concealed the loss of its trading platform and continued to announce weekly ROI:

Date	Announced ROI
3/24/2023	2.80%
3/31/2024	2.63%
4/14/2023	0.05%
4/21/2023	2.68%
5/5/2023	1.98%
5/12/2023	0.03%
5/19/2023	0.03%

121. The ROI was entirely fabricated by Defendants Petion. They manually inputted the fake weekly ROI percentage into NovaTech's internal accounting software, which then calculated and allocated ROI for each investor based on the balance in his "trading" account for that week.

122. To further perpetuate the fraud, Defendants Petions made it appear that the weekly ROI was moving up and down together with the fluctuations in the performance of the cryptocurrency markets, further misleading investors into believing that NovaTech actually traded their cryptocurrency.

123. Additionally, NovaTech did not make weekly cryptocurrency withdrawals from its trading platform to pay investors the announced weekly profits and only withdrew funds from the trading platform a handful of times in almost four years. In reality, the funds used to pay investors came from NovaTech's wallets at its payment processor and were not profits from trading but funds deposited by other investors.

2. Defendants misrepresented that a portion of NovaTech profits came from cryptocurrency ATMs and debit card sales

124. Defendants misrepresented that NovaTech had other sources of income that contributed to its weekly ROI. For example, Defendant Cynthia Petion informed NovaTech's top promoters in her WhatsApp group chat on September 18, 2021, that "as a hedge fund our profits are generated from a number of different resources including multiple trading accounts, ATM Profits, [debit] card sales, and crypto investments."

125. Defendant Zizi repeated this message to his downlines in a WhatsApp chat the same day.

126. During the *New Year Zoom 2022* meeting on January 12, 2022, Defendant Cynthia Petition stated that while cryptocurrency and forex trading were the main source of profits, there were other sources of revenue, such as bitcoin ATMs in Florida, debit card transactions, and mining.

127. The NovaTech slide deck she presented on the same day and posted on the NovaTech's investor portal similarly stated that NovaTech's products and services are "backed by ATM's, crypto and debit card transactions" in addition to cryptocurrency and forex trading.

128. Defendants Zizi, Corbett, and Ciceron repeated these statements every time they presented NovaTech slide decks to new investors. These statements were materially false and misleading.

129. NovaTech made no profits from cryptocurrency ATMs. Defendants Petion, through their company SmartBit, purportedly licensed cryptocurrency ATMs, but SmartBit's website at <https://www.smartbit.solutions/find-an-atm> only listed one ATM location. Cryptocurrency ATMs did not generate any profit for NovaTech's monthly ROI.

130. Yet, Defendant Corbett stated that NovaTech's crypto "ATM" machines were "up and down the coast" of Florida and all were "generating profit for the company." Defendant Corbett has subsequently admitted to the OAG that ATM machines did not generate any profit for NovaTech.

131. Similarly, Defendant Zizi admitted to the OAG that he did not know whether cryptocurrency ATMs generated profits.

132. The debit card, which was supposed to be a pre-paid card funded by investors' cryptocurrency on NovaTech's platform, was launched on or around May 1, 2021, and discontinued the following month on June 28, 2021, allegedly due to problems with a vendor. The debit card also did not generate any profit for the company despite statements by Defendants Cynthia Petion, Zizi, Ciceron, and Corbett to the contrary as late as January 2022. Defendants

Corbett and Zizi subsequently admitted to the OAG that the debit card did not generate any profits.

D. Defendants Concealed That NovaTech Was an Illegal Ponzi Scheme on the Verge of Collapse

1. Defendants falsely denied that NovaTech was a Ponzi scheme

133. The walls began to close in on NovaTech when a cryptocurrency platform, Gemini, used by many investors to transfer cryptocurrency to NovaTech became suspicious in the summer of 2021 of investors' large and frequent transfers of cryptocurrency to NovaTech's payment processor. By February 2022, Gemini alerted customers that they were sending funds to "a scam called NovaTechFX," that NovaTech was a "Ponzi" scheme, that sending funds to NovaTech from Gemini was not permissible, and that any transaction with NovaTech would result in closure of the investor's account. Below is a sample of one such email to a NovaTech investor from Gemini on March 18, 2022:

Based on our review, it appears that you have fallen victim to an investment scam by **Novatech**. These investment scams (also known as "get rich quick" or "ponzi" schemes) can be rather elaborate...If you would like to continue with **Novatech** despite these warnings, we kindly ask that you withdraw your funds from Gemini and please use a different platform.

134. Gemini froze assets of many investors who transferred and received cryptocurrency to and from NovaTech. In response, Defendant Cynthia Petion suggested that users whose accounts were frozen should find another platform because Gemini "doesn't stop us from doing what we do. We just find other people to do it with."

135. Defendant Zizi advised his downlines to hide from the platforms that they were transferring money to NovaTech. On January 27, 2022, he wrote in his WhatsApp group chat:

“When asked where the money is going...keep it vague...Remember we use a payment processor. They have no idea where that payment processor is sending it. You can be funding a housing project, buying a new car, or filling your swimming pool with bitcoin to swim in.”

136. Defendants Corbett, Zizi, and Ciceron went to great lengths to assure investors of NovaTech’s legitimacy. They dismissed allegations that NovaTech was a fraud and a Ponzi scheme and told investors to ignore all criticism of NovaTech as “fear, uncertainty, and doubt” emanating from competitors, and some promoters appealed to the piety of their investors proclaiming, “Faith over Fear!” Investors critical of NovaTech were summarily removed from WhatsApp group chats.

137. Defendants continuously assured investors that NovaTech was not a fraud but a “sustainable” program which paid its investors out of trading profits and not out of the funds of other investors. For example, in a January 21, 2022, YouTube video titled *NovaTech FX: Presentation with Dr. Zizi and Pastor Bob*, Defendant Zizi stated that “we only get paid on profit made, it’s not a company that [is] paying Peter to pay Paul.”

138. In the same video, Defendant Ciceron advised investors “don’t let people who are not here tonight attending the presentation to discourage you to say, oh it is a scam, oh it is a pyramid.”

139. Similarly, in a May 12, 2022, video titled *Why NovaTech is the BEST opportunity in under 5 minutes by Global Ambassador James Corbett*, Defendant Corbett denied that NovaTech was a fraudulent scheme, stating that “it’s a self-sustainable vehicle, meaning that no

new money coming in is going to pay out anybody in profits; the profits are generated through the... hedge fund...”

140. In a January 10, 2023, YouTube interview with *Ponzi Patrol*, Corbett similarly stated that “they’re not running a Ponzi scheme, I know these people, I know they’re trading with the funds.”

141. Defendants’ statements about sustainability of NovaTech and their denial that it was a Ponzi scheme were materially false and misleading because NovaTech was, in fact, a Ponzi scheme. Defendants Zizi, Ciceron, and Corbett had no basis for their representations to investors that NovaTech generated profits and that ROI was paid from trading profits.

142. Defendants’ statements were no more based in fact or credible than the following exchange recorded in a September 22, 2022 YouTube video, titled *NovaTech CEO Cynthia Petion Answers Questions*, where Cynthia Petion suggested that an FBI agent prepared a 700-page report regarding NovaTech’s legitimacy and gave NovaTech a clean bill of health:

Promoter: And the bottom line of that whole story is that after 700 pages they said yes, the [FBI] investigator said this is a good company to move forward with and so we’re really happy.

Cynthia Petion: Girl, you just messed up saying that because now everybody’s gonna write support asking for that report, I don’t have it, don’t ask me, don’t come looking for that report, I burned it ... after I read the final, the bottom line, I was, like, oh, thank you for telling me what I already know.

143. The video about the alleged but now destroyed FBI report declaring NovaTech “a good company” was viewed almost 16,000 times.

144. In late summer and fall of 2022, various securities regulators began to sound alarms about the scheme. Mounting actions by regulators rattled investors who rushed to withdraw their cryptocurrency from NovaTech.

145. NovaTech fell behind on payments and investors complained about long delays. On January 26, 2023, Defendant Zizi told investors unable to withdraw to stop “whining” because their money now belonged to NovaTech:

For those of you with 6 months and older ... saying “MY MONEY”. It is no longer “YOUR MONEY”, it is “THEIR MONEY”. Now, you might say, I did not withdraw my seed money. Well, that is your choice, you can withdraw it if you want but you are the one who decided to leave it there...

2. NovaTech suspends withdrawals from “trading” accounts

146. On February 5, 2023, NovaTech announced on its investor portal that it was suspending withdrawals from “trading” accounts until April 1, 2023. This “temporary freeze” was intended to “protect our customers from making erratic decisions that can affect the integrity of our program...” Nevertheless, NovaTech assured investors that its “business model is not only strong, but completely sustainable into the unforeseeable future.” NovaTech reminded investors that it “has always produced, performed, and paid every customer since its inception in June of 2019, regardless of the adversity we may have faced in every market condition in the last 4 years.”

147. On February 28, 2023, Defendant Ciceron stated in a WhatsApp chat to his group that “Novatech is stronger than ever” and promised “[w]e have Novatech for many many more years to come.”

148. Defendants' statements that NovaTech was "strong" and "sustainable" were materially false and misleading because NovaTech's Ponzi scheme was collapsing. Around this time, NovaTech's payment processor held a total of approximately \$94 million in investor funds while NovaTech's internal accounting of money owed to investors was approaching \$3 billion.

149. NovaTech's unilateral suspension of withdrawals from investors' trading accounts violated NovaTech's key promise to investors that they would have access to their capital at all times.

150. Investors voiced their immediate frustration. One investor wrote in Defendant Ciceron's WhatsApp group chat:

We did not sign up or agree to have funds in our Trading accounts being held for 90 days or any period without access to it. This is unlawful at most...I have school tuition that cannot wait until April 1st. This is horrible. Horrible. What prevents novatech to say the same in April for another 90 days.

151. Defendants became increasingly desperate to secure additional investor assets. To that end, Defendant Cynthia Petion stated in a Zoom message to promoters on or around February 24, 2023, that NovaTech would pay new investor's requests for withdrawal before others, because such a tactic "also encourages the new people coming in to know that we are paying." Defendants' strategy worked and from February 5, 2023, through March 21, 2023, Novatech's successfully convinced investors to deposit at least another \$43.4 million with NovaTech.

152. On April 1, 2023, the day NovaTech promised to resume withdrawals from "trading" accounts in its February 5, 2023, announcement, NovaTech instead unilaterally

announced significant changes to its policies, including limiting times and amounts of bonus withdrawals and limiting withdrawals from the “trading” accounts to 5% for April, 10% for May, and 15% for June. However, to incentivize new recruitment, direct referral fees for recruiting new investors were increased by 50%. This was an effort by the Defendants to perpetuate the Ponzi scheme for as long as possible.

153. Investors were devastated. One investor wrote on Defendant Zizi’s WhatsApp group chat on April 2, 2023: “This is a travesty...Hope we will have clearer directives as to when withdrawal from trading can be made...Heaven help us.” Defendant Zizi was dismissive, replying: “Heaven already helped you that the company decided to stay in business with some adjustments. If Heaven was not helping you, you would have seen a company closure... You make it sound like the sky is falling.”

3. NovaTech loses its trading platform

154. As a result of frequent inquiries and complaints about NovaTech, including questions from U.S. regulators, on December 1, 2022, Nova Tech Ltd’s registered agent in St. Vincent and the Grenadines resigned. Following its resignation, on January 30, 2023, the FSA of St. Vincent and the Grenadines cancelled the registration of Nova Tech Ltd, which was the licensee of NovaTech’s trading platform from B2Broker.

155. On March 17, 2023, after learning about various actions by the U.S. and Canadian regulators and that NovaTech Ltd was no longer registered with the FSA, B2Broker terminated NovaTech’s White Label MetaTrader 5 software agreement. On April 17, 2023, the owner of

MetaTrader 5, issued a cease-and-desist notice to NovaTech's website host against NovaTech's use of the MetaTrader 5 trademark.

156. NovaTech had lost its license to use MetaTrader 5 and its trading software. Yet, Defendants Petion continued to falsely market NovaTech as a "Forex & Crypto Trading Platform" and a registered MetaTrader 5 broker through at least April 24, 2023, and failed to inform investors that NovaTech no longer had a trading platform.

4. NovaTech causes devastating losses to investors

157. On May 12, 2023, NovaTech suspended all new accounts in the U.S. and Canada, which made up the majority of its investors. In addition, NovaTech continued to restrict withdrawals from trading accounts and in June 2023, allowed requests for withdrawal of only 5% instead of 15% as promised on April 1, 2023. In response to Defendant Zizi's question asking what to tell his downlines, Defendant Cynthia Petion replied, "Withdraw 5%" and followed up with "Or tell them to quit f---ing withdrawing."

158. Since June 2023, U.S. investors have been unable to withdraw their funds from the NovaTech platform, resulting in hundreds of millions of dollars in losses.

159. One New York nurse invested a total of \$25,000 into NovaTech from March 2022 through March 2023, believing it to be a Christian investment group. She was promised 3% returns compounded weekly with an option to withdraw her cryptocurrency at any time without any penalties. She was able to withdraw a few thousand dollars but most of her funds have been lost.

160. Another New Yorker informed a regulatory agency that his parents invested \$50,000 of their savings into NovaTech in February 2023, were unable to withdraw, and are facing financial hardship as a result. He stated “it is heartbreaking to see my parents struggle and worry about their financial future. Seeing my mom cry because of Novatech is something I can never forget...My father’s friend has also invested over 75K in it and she has been suffering as well.”

161. A New York investor, a single parent with two children who is also taking care of his parents, invested approximately \$20,000 in NovaTech because it “was deemed to be operating as an investment bank thus paying its consumers at a rate of 4% interest weekly.” He had been unable to withdraw any money from NovaTech since November 2022.

162. Another New Yorker invested \$131,000 in NovaTech in November 2022, after learning about the “passive income platform” with 3% weekly ROI from YouTube, Telegram and Zoom meetings. He stated that the “CEO is a former pastor. I trusted them that’s why I joined.” He had not been able to withdraw his money from NovaTech.

163. While most investors lost the majority of their investments, Defendants Petion transferred tens of millions of dollars’ worth of investor cryptocurrency out of NovaTech.

164. Defendant Ciceron invested \$7,500 over time and withdrew over \$3 million from NovaTech.

165. Defendant Corbett invested approximately \$25,000 over time and withdrew over \$800,000 from NovaTech.

166. Defendant Zizi invested approximately \$200,000 over time and withdrew over \$3 million from NovaTech.

III. AWS Mining and NovaTech Were Illegal Pyramid Schemes

167. AWS Mining and NovaTech were pyramid schemes, known as chain distributor schemes under the Martin Act, which are illegal in New York. GBL 359-fff prohibits initiating and participating in chain distributor schemes. GBL § 359-fff (1) provides that it is “illegal and prohibited for any person, partnership, corporation...or any agent or employee thereof, to promote, offer or grant participation in a chain distributor scheme.” GBL § 359-fff (2) defines “chain distributor scheme” as “a sales device whereby a person, upon condition that he make an investment, is granted a license or right to solicit or recruit for profit or economic gain one or more additional persons who are also granted such license or right upon condition of making an investment and may further perpetuate the chain of persons who are granted such a license...” The term “investment” under the statute means “any acquisition, for a consideration...of property...and includes...business opportunities and services.” GBL § 359-fff (2).

168. Defendants AWS Mining and NovaTech were illegal chain distributor schemes under GBL § 359-fff (2) and constituted securities under GBL § 359-fff (3). In both schemes, participants had to turn over property (cryptocurrency) to obtain the right to recruit and when they signed up new investors who purchased “trading” packages or mining contracts, these investors received the right to recruit others, and so on. Only investors who had purchased a

mining contract for AWS Mining or a “trading” package for NovaTech² were able to recruit other investors and receive recruitment bonuses. A purchase of an AWS mining contract or a NovaTech trading package automatically enabled investors to solicit others.

169. Defendants violated GBL § 359-fff (1) of the Martin Act by promoting, offering, or granting participation in NovaTech and AWS Mining.

170. Defendants Zizi and Corbett promoted other pyramid schemes as well. Defendant Zizi promoted a pyramid Ponzi scheme called ZeekRewards, which collapsed in 2012. Defendant Zizi was one of the top promoters in ZeekRewards with approximately \$1.5 million in net winnings, with a judgment against him of \$700,000, which he has “not considered paying.”

171. Defendant Corbett promoted RNetwork and its Revvcard after AWS Mining’s collapse in June of 2019. Revvcard, a debit card promoted by illegal chain distributor scheme Digital Vault, was advertised to work with fiat and cryptocurrency, but it never launched, and investors lost their funds.

IV. Defendants Violated New York State Registration Laws

172. Defendants offered for sale and promoted securities of AWS Mining and NovaTech without registering with the OAG in violation of registration provisions of the Martin Act. AWS Mining “mining contracts” and NovaTech “trading packages” were securities under the Martin Act because, among other things, investors invested cryptocurrency with Defendants

² An individual who did not want to “trade” but only to recruit investors could purchase an “affiliate license” from NovaTech for \$49. This amount did not go into a trading account and did not earn trading profits, but merely allowed one to receive payments for recruiting investors.

with the expectation of earning profits from the efforts of Defendants AWS Mining and NovaTech, respectively.

173. AWS Mining and NovaTech required investments in cryptocurrency. Defendants lured investors into converting their hard-earned funds into cryptocurrency to invest it with NovaTech. Investors deposited cryptocurrency, including Tether, Bitcoin, Ether, and Litecoin, into AWS Mining and NovaTech and received payments from them in cryptocurrencies.

174. Investors deposited cryptocurrency for investment with AWS Mining which promoted “passive income.” Defendant AWS Mining represented that it pooled investor cryptocurrency into “mining groups” and used it to mine cryptocurrency. AWS Mining had absolute discretion over which cryptocurrency to mine, if any, and absolute control over the success of mining and crypto that it collected from investors. AWS Mining claimed to distribute monthly mining profits to investors until returns equaled 200% of their original investment. Accordingly, the AWS Mining’s mining contracts constituted securities under the Martin Act.

175. NovaTech stated that it pooled cryptocurrency deposited by investors for trading. NovaTech exercised total discretion over investors’ deposits and promised investors consistent passive income from NovaTech’s trading. Defendants emphasized that NovaTech traders did all the trading and that investors did not need to have any trading experience. NovaTech announced and paid purported weekly profits from trading investor cryptocurrency. NovaTech “trading” packages were securities under the Martin Act.

176. Cryptocurrencies, including those that Defendants recommended investors purchase for transfer to NovaTech, are commodities under the Martin Act and may also constitute securities.

177. Under New York State law, a dealer is a person or entity that is engaged in the business of selling securities to the public within or from New York for its own account and selling or offering for sale to the public securities issued by it. GBL § 359-e(1)(a).

178. Defendant AWS Mining issued, offered, promoted, and sold mining contracts to investors in New York. Defendant AWS Mining was a dealer under New York law and issued, promoted, and sold securities for its own account within the meaning of GBL § 359-e(1)(a).

179. Defendants NovaTech and the Petions issued, offered, promoted, and sold “trading” packages to investors in New York. At all times, Defendants Petion owned NovaTech and exercised full control over investor cryptocurrency sent to NovaTech for “trading” packages. Defendants NovaTech and the Petions were dealers under New York law and issued, promoted and sold securities for their own account within the meaning of GBL § 359-e(1)(a).

180. A salesperson is a person employed by a dealer for the purpose of representing them in the sale of securities to or from the public within or from New York. GBL § 359-e(1)(c). Defendants Cynthia and Eddy Petion, Zizi, Corbett, and Ciceron received payments in the form of recruitment bonuses for offering for sale to investors mining contracts for AWS Mining. Defendants Zizi, Corbett, and Ciceron received payments in the form of recruitment bonuses for offering for sale to investors “trading” packages for NovaTech. Defendants Cynthia

and Eddy Petion, Zizi, Corbett, and Ciceron were salespersons within the meaning of GBL § 359-e(1)(c).

181. Defendants Cynthia and Eddy Petion, Zizi, Corbett, and Ciceron acted as salespersons without successfully completing the required examinations known as the “Series 63” or the “Series 66” that cover securities industry regulations and ethical practices and obligations.

182. As dealers and salespersons of securities under New York law, Defendants were required to file a registration statement with the OAG prior to engaging in such conduct. GBL § 359-e(3).

183. Defendants were not exempted from the filing requirements.

184. Defendants failed to file registration statements with the OAG prior to engaging in conduct that required such filing, in violation of GBL § 359-e(3).

185. Each sale, offer to sell AWS Mining and NovaTech securities in New York State while unregistered is a violation of the Martin Act and a fraudulent practice under GBL § 352. Defendants’ repeated offer and sale of securities while unregistered also constitutes persistent fraud and illegality under Executive Law § 63(12).

V. Defendants Failed to Produce Documents and Records Pursuant to OAG’s Subpoena

186. On October 24, 2023, the OAG served *Subpoenas Duces Tecum* on Defendant NovaTech and Defendants Petion, demanding information and documents relevant to OAG’s investigation of Defendants’ business practices. On October 25, 2023, the OAG additionally

served *Subpoenas Ad Testificandum* on Defendants Petion (together with the October 24, 2023, subpoenas “NovaTech Subpoenas”).

187. The OAG mailed the NovaTech Subpoenas to the address for NovaTech Advisors, LLC found at sunbiz.org, at 1825 Northwest Corporate Boulevard, #110, Boca Raton, Florida 33431, which, according to Cynthia Petion, was its “physical address for FL...required to receive mail, correspondence, file taxes, etc.” OAG also served Subpoenas on New York Secretary of State as provided in GBL § 352(b) and mailed the Subpoenas to the registered agent in the State of Florida.

188. Defendants NovaTech and Defendants Petion failed to produce required information and documents, to appear for testimony, or to otherwise respond to the NovaTech Subpoenas.

189. Pursuant to the Martin Act, “a person who fails to obey the command of a subpoena without reasonable cause” is “guilty of a misdemeanor.” GBL § 352(4). A violation of criminal law is an “illegal act” under Executive Law § 63(12).

190. Pursuant to GBL § 353(1), refusal to comply with the OAG’s subpoena “shall be *prima facie* proof that such defendant is or has been engaged in fraudulent practices as set forth in such application and a permanent injunction may issue from the supreme court without any further showing by the attorney-general.” Pursuant to GBL § 353(3), upon showing by the OAG that a fraudulent practice occurred, the OAG may seek restitution obtained by such fraudulent practice. The Court should grant all relief requested in this OAG Complaint on this basis alone against Defendants NovaTech and Defendants Petion.

CAUSES OF ACTION**FIRST CAUSE OF ACTION****Martin Act Securities and Commodities Fraud - General Business Law §§ 352 and 353**

(As to all Defendants)

191. The Plaintiff repeats and re-alleges the paragraphs above as if fully stated herein.

192. The acts and practices of the Defendants alleged herein violated Article 23-A of the GBL §§ 352 and 353 in that they constituted fraudulent practices, including a scheme to defraud, as defined in GBL § 352 *et seq.*

SECOND CAUSE OF ACTION**Martin Act Securities and Commodities Fraud – General Business Law § 352-c**

(As to all Defendants)

193. The Plaintiff repeats and re-alleges the paragraphs above as if fully stated herein.

194. The acts and practices of the Defendants alleged herein violated GBL § 352-c(1)(a), in that they involved the use or employment of a fraud, deception, concealment, suppression, or false pretense, where said uses or employments were engaged in to induce or promote the issuance, distribution, exchange, sale, negotiation, or purchase within or from this state of any securities or commodities. %

195. The acts and practices of the Defendants alleged herein violated GBL § 352-c(1)(b), in that they involved illegal and prohibited acts or practices in the making of promises or representations as to the future which were beyond reasonable expectation or unwarranted by existing circumstances where said promises or representations were made to induce or promote the issuance, distribution, exchange, sale, negotiation, or purchase within or from this State of any securities or commodities.

196. The acts and practices of the Defendants alleged herein violated GBL § 352-c(1)(c), in that they involved illegal and prohibited acts or practices in the making of representations or statements which are false, where Defendant (i) knew the truth; or (ii) with reasonable effort could have known the truth; or (iii) made no reasonable effort to ascertain the truth; or (iv) did not have knowledge concerning the representation or statement made, where said representations were made to induce or promote the issuance, distribution, exchange, sale, negotiation, or purchase within or from this State of any securities or commodities.

197. The acts and practices of the Defendants alleged herein violated GBL § 352-c(2), in that Defendants engaged in a device or scheme to obtain money, profit or property by prohibited means.

THIRD CAUSE OF ACTION
Martin Act Failure to Register - General Business Law § 359-e
(As to all Defendants)

198. The Plaintiff repeats and re-alleges the paragraphs above as if fully stated herein.

199. The acts and practices of the Defendants alleged herein violated GBL § 359-e, insofar as such acts and practices constitute Defendants acting as dealers or salespeople in the issuance, sale or purchase of, or offer to sell or purchase, securities from or to the public within or from the state of New York without filing a registration statement with the OAG, also known as the Department of Law.

FOURTH CAUSE OF ACTION
Martin Act Chain Distributor Schemes – General Business Law § 359-fff
(As to all Defendants)

200. The Plaintiff repeats and re-alleges the paragraphs above as if fully stated herein.

201. The acts and practices of Defendants alleged herein violated GBL § 359-fff in that they engaged in illegal and prohibited acts or practices intended to promote, offer, or grant participation in chain distributor schemes.

FIFTH CAUSE OF ACTION
Repeated and Persistent Fraud – Executive Law § 63(12)
(As to all Defendants)

202. The Plaintiff repeats and re-alleges the paragraphs above as if fully stated herein.

203. The acts and practices of the Defendants alleged herein constitute conduct proscribed by Executive Law § 63(12), in that Defendants engaged in repeated fraudulent acts or otherwise demonstrated persistent fraud in the carrying on, conducting, or transaction of business.

SIXTH CAUSE OF ACTION
Repeated and Persistent Illegality – General Business Law §§ 352 and 353
Executive Law § 63(12)
(As to all Defendants)

204. The Plaintiff repeats and re-alleges the paragraphs above as if fully stated herein.

205. The acts and practices of the Defendants alleged herein constitute conduct proscribed by Executive Law § 63(12), in that the Defendants engaged in repeated illegal acts in violation of GBL §§ 352 and 353.

206. Accordingly, Defendants have engaged in repeated and persistent illegality in violation of Executive Law § 63(12).

SEVENTH CAUSE OF ACTION
Repeated and Persistent Illegality – General Business Law § 352-c
Executive Law § 63(12)
(As to all Defendants)

207. The Plaintiff repeats and re-alleges the paragraphs above as if fully stated herein.

208. The acts and practices of the Defendants alleged herein constitute conduct proscribed by Executive Law § 63(12), in that the Defendants engaged in repeated illegal acts in violation of GBL § 352-c.

209. Accordingly, Defendants have engaged in repeated and persistent illegality in violation of Executive Law § 63(12).

EIGHTH CAUSE OF ACTION
Repeated and Persistent Illegality – General Business Law § 359-e
Executive Law § 63(12)
(As to all Defendants)

210. The Plaintiff repeats and re-alleges the paragraphs above as if fully stated herein.

211. The acts and practices of the Defendants alleged herein constitute conduct proscribed by Executive Law § 63(12), in that the Defendants engaged in repeated illegal acts in violation of GBL §359-e.

212. Accordingly, Defendants has engaged in repeated and persistent illegality in violation of Executive Law § 63(12).

NINETH CAUSE OF ACTION
Repeated and Persistent Illegality – General Business Law § 359-fff
Executive Law § 63(12)
(As to all Defendants)

213. The Plaintiff repeats and re-alleges the paragraphs above as if fully stated herein.

214. The acts and practices of the Defendants alleged herein constitute conduct proscribed by Executive Law § 63(12), in that the Defendants engaged in repeated illegal acts in violation of New York General Business Law § 359-fff.

215. Accordingly, Defendants have engaged in repeated and persistent illegality in violation of Executive Law § 63(12).

TENTH CAUSE OF ACTION
Repeated and Persistent Illegality – Education Law § 224
Executive Law § 63(12)
(As to Defendants Zizi and Ciceron)

216. The Plaintiff repeats and re-alleges the paragraphs above as if fully stated herein.

217. Education Law § 224 prohibits the use, advertisement, or transaction of business under the name “university” without possessing a special charter from the legislature or the regents of the State of New York.

218. Defendants’ Zizi’s and Ciceron’s repeated and persistent use of the name “university” without possessing a special charter from the legislature or the regents of the State of New York violates Education Law § 224.

219. The acts and practices of the Defendants Zizi and Ciceron alleged herein constitute conduct proscribed by Executive Law § 63(12), in that the Defendants engaged in repeated illegal acts in violation of Education Law § 224.

220. Accordingly, Defendants Zizi and Ciceron have engaged in repeated and persistent illegality in violation of Executive Law § 63(12).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully demands that the Court issue an order and judgment against Defendants as follows:

A. Permanently enjoining Defendants from violating the Martin Act, Article 23-A of the General Business Law, and Executive Law § 63(12) and from engaging in the fraudulent, deceptive, and illegal acts alleged herein;

B. Permanently enjoining Defendants from engaging in any business related to the issuance, offer, distribution, exchange, promotion, advertisement, negotiation, purchase, investment advice, or sale of securities or commodities, including any cryptocurrencies or digital assets, to the public within or from this state;

C. Permanently barring Defendants from promoting, offering, or granting participation in, or otherwise engaging in pyramid or chain distributor schemes or participating in any multi-level marketing companies which solicit funds for investment from the public within or from this state;

D. Directing Defendants to produce all records of all investors and to provide a full accounting of all payments received from and made to all investors;

E. Permanently enjoining Defendants Cynthia Petion, Eddy Petion, Zizi, Corbett, and Ciceron from serving as an officer or director of any company doing business in this state;

F. Directing Defendants to pay damages caused, directly or indirectly, by the fraudulent and deceptive acts and violations of law alleged herein plus applicable pre-judgment interest;

G. Directing Defendants to disgorge all amounts or assets obtained in connection with or as a result of the fraudulent and deceptive acts and violations of law alleged herein;

H. Directing Defendants to pay restitution of all amounts or assets obtained from investors in connection with the fraudulent and deceptive acts and violations of law alleged herein;

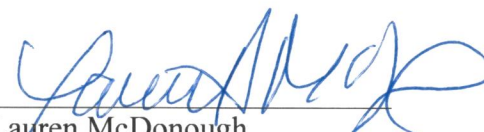
I. Directing that Defendants pay Plaintiff's costs and fees;

J. Directing such other equitable relief as may be necessary to redress Defendants' violations of New York law; and

K. Granting such other and further relief as may be just and proper.

Dated: New York, New York
June 6, 2024

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