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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

-against-

GINO M. PEREIRA,

Defendant.

COMPLAINT

19 Civ. 5527

JURY TRIAL DEMANDED

Plaintiff Securities and Exchange Commission (“Commission”), for its Complaint against Defendant Gino M. Pereira (“Pereira”) alleges as follows:

SUMMARY OF THE ALLEGATIONS

1. From approximately July 2014 through October 2015 (the “Relevant Period”), Pereira, the founder, president, and chief executive officer of Nxt-ID, Inc. (“NXTD”), a security technology company and public issuer with common stock traded on the Nasdaq Capital Market (“Nasdaq”), defrauded investors by knowingly or recklessly engaging in a stockbroker bribery scheme.

2. During the Relevant Period, Pereira caused NXTD to enter into purported “consulting agreements” with two investor-relations companies to provide a pretense through which he could funnel bribes to a registered representative (i.e., a stockbroker) who worked for a Staten Island-based broker-dealer (“Broker-1”). That is, Pereira wired monies out of NXTD’s bank account to the investor-relations companies’ bank accounts under the guise that the wires were payments for legitimate investor-relations services, when Pereira knew that the individuals who owned those investor-relations companies, referred to herein as “Intermediary-1” and “Intermediary-2,” would use at least some portion of the funds to pay Broker-1 bribes to buy NXTD stock in his customers’ accounts.

3. In sum, Pereira sent the investor-relations companies at least \$136,000, and Intermediary-1 and Intermediary-2 paid Broker-1 at least \$20,000 in cash bribes in exchange for Broker-1 recommending and buying more than \$750,000 worth of NXTD common stock in his customers’ accounts, without disclosing the fact or amount of the bribes he received to those customers.

VIOLATIONS

4. By virtue of the foregoing conduct and as further alleged herein, Pereira violated Section 10(b) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. § 78j(b)] and Rules 10b-5(a) and (c) thereunder [17 C.F.R. §§ 240.10b-5(a) and (c)].

5. Unless Pereira is restrained and enjoined, he will engage in the acts, practices, transactions, and courses of business set forth in this Complaint or in acts, practices, transactions, and courses of business of similar type and object.

NATURE OF THE PROCEEDINGS AND RELIEF SOUGHT

6. The Commission brings this action pursuant to the authority conferred upon it by Section 21(d) of the Exchange Act [15 U.S.C. § 78u(d)].

7. The Commission seeks a final judgment: (a) permanently enjoining Pereira from engaging in the acts, practices, and courses of business alleged here against him and from committing future violations of the provisions of the federal securities laws he is alleged to have violated; (b) ordering Pereira to disgorge the ill-gotten gains that he received as a result of the violations alleged here and to pay prejudgment interest thereon; (c) ordering Pereira to pay a civil money penalty pursuant to Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)]; (d) permanently prohibiting Pereira from serving as an officer or director of any company that has a class of securities registered under Section 12 of the Exchange Act [15 U.S.C. § 78l] or that is required to file reports under Section 15(d) of the Exchange Act [15 U.S.C. § 78o(d)] pursuant to Section 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)(2)]; (e) permanently prohibiting Pereira from participating in any offering of a penny stock, pursuant to Section 21(d)(6) of the Exchange Act [15 U.S.C. § 78u(d)(6)]; and (f) ordering any other and further relief the Court may deem just and proper.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this action pursuant to Section 27 of the Exchange Act [15 U.S.C. § 78aa].

9. Pereira, directly and indirectly, has made use of the means or instrumentalities of interstate commerce or of the mails in connection with the transactions, acts, practices, and courses of business alleged herein.

10. Venue lies in this District under Section 27 of the Exchange Act [15 U.S.C. § 78aa] because certain transactions, acts, practices, and courses of business constituting the violations alleged herein occurred within the Eastern District of New York. Among other things, Broker-1 bought NXTD stock in his customers' accounts while working in his offices in Staten Island and Long Island in the Eastern District of New York.

DEFENDANT

11. **Pereira**, age 62, resides in Oxford, Connecticut and Vero Beach, Florida. He ran NXTD from approximately February 2012 until September 13, 2019, when he resigned from the company. During this period of time, Pereira was NXTD's chief executive officer and president, as well as a member of the company's board of directors.

RELEVANT ENTITY

12. **NXTD** was incorporated by Pereira in Delaware on or about February 8, 2012 as a "technology company that is focused on products, solutions, and services that have a need for biometric secure access control." NXTD's principal place of business is in Melbourne, Florida. NXTD registered its common stock with the Commission in May 2013 under Section 12(g) of the Exchange Act [15 U.S.C. § 78l(g)]. From approximately August 2, 2013 to September 10, 2014, the OTC Link, an interdealer quotation service operated by the OTC Markets Group Inc., quoted the prices of NXTD's shares of common stock. From at least January 18 to September 10, 2014, NXTD's common stock met the definition of a "penny stock" under Section 3(a)(51) of the Exchange Act [15 U.S.C. § 78c(a)(51)] and Rule 3a51-1 thereunder [17 C.F.R. § 240.3a51-1], because the stock traded below five dollars per share and did not satisfy any of the exceptions to the definition of "penny stock" set forth in Rule 3a51-1. NXTD's common stock began trading on Nasdaq on September 11, 2014. According to its 2018 Form 10-K, NXTD is

now a “security technology company” operating “in one segment—hardware and software security systems and applications.”

FACTS

I. PEREIRA USED INTERMEDIARIES TO BRIBE BROKER-1 TO PURCHASE NXTD STOCK

13. During the Relevant Period, Pereira retained firms run by Intermediary-1 and/or Intermediary-2 for the purported purpose of providing investor-relations services to NXTD, with the understanding that they would use at least some portion of the fees they received to pay bribes to Broker-1 to purchase NXTD stock in his customers’ accounts.

14. In sum, Pereira sent Intermediary-1 and Intermediary-2 at least \$136,000, and they paid Broker-1 at least \$20,000 in cash bribes in exchange for Broker-1 recommending and buying more than \$750,000 worth of NXTD common stock in his customers’ accounts. Broker-1’s customers were harmed because unbeknownst to them, Broker-1’s decision to invest their money in NXTD was based on the fact that he was being bribed, rather than his view that the investment was in their best interests. Broker-1’s customers suffered losses of more than \$100,000 as a result of his purchases of NXTD stock in their accounts.

15. Pereira frequently communicated with Intermediary-1 and Intermediary-2 via Wickr, an end-to-end encrypted and content-expiring messaging application, to conceal and destroy their communications concerning the scheme.

A. From July 2014 to November 2014, Pereira Paid Intermediary-1 Approximately \$74,000, at Least in Part to Bribe Broker-1 to Buy NXTD Stock in His Customers’ Accounts

16. In or about July 2014, Intermediary-1 introduced Pereira to Broker-1. After the meeting, Intermediary-1 told Pereira that Broker-1 was interested in purchasing NXTD stock in

his customers' accounts at his employer, Broker-Dealer-1, a Staten Island-based registered broker dealer, but needed a "financial incentive" to do so.

17. On July 8, 2014, Pereira caused NXTD to enter into a two-month "consulting agreement" with IR Firm-1 ("Purported IR Firm-1 Consulting Agreement"), which Intermediary-1 controlled. Under the terms of that agreement, NXTD agreed to pay IR Firm-1 a total of \$42,000 in exchange for "investor relations services" that included "advising NXT[D]'s management concerning marketing ideas, investor profile information, methods of expanding NXT[D]'s investor support and increasing investor awareness of NXT[D]." Pereira knew, however, that the true purpose of the agreement was to provide a guise through which he could pay bribes to Broker-1 through Intermediary-1.

18. On July 9, 2014, Broker-1 began purchasing NXTD stock for his customers.

19. Shortly thereafter, Pereira visited Broker-Dealer-1's office on Long Island where Broker-1 worked to talk to Broker-1 and other brokers about NXTD. Following the meeting, Broker-1 began purchasing more NXTD stock in his customers' accounts.

20. From July 15, 2014 to September 3, 2014, Pereira caused NXTD to send four wire transfers totaling \$44,000 to IR Firm-1's bank account, from which Intermediary-1 withdrew cash to pay Broker-1. In accordance with Pereira and Intermediary-1's agreement concerning the Purported IR Firm-1 Consulting Agreement, Intermediary-1 used those funds to pay Broker-1 a cash bribe of at least \$5,000.

21. On September 9, 2014, NXTD announced that it had closed on an underwritten public offering of its common stock and warrants, which caused its stock price to drop. Broker-1 complained about this development to Intermediary-1, who arranged a meeting with Pereira on September 13, 2014.

22. At the meeting, Pereira and Broker-1 formally agreed that, going forward, Pereira would pay Broker-1, in cash and through Intermediary-1, 10% of the value of NXTD stock that Broker-1 purchased in his customers' accounts. Accordingly, Pereira continued to knowingly cause NXTD to wire funds to IR Firm-1's bank account.

23. In sum, between July 2014 and November 2014, Pereira paid IR Firm-1 approximately \$74,000, and Intermediary-1 paid Broker-1 at least \$15,000 in cash bribes.

24. From July 9, 2014 to December 1, 2014, Broker-1 purchased a total of 231,253 shares of NXTD in his customers' accounts at a gross cost of more than \$566,079.

B. In 2015, Pereira Paid Intermediary-1 and Intermediary-2 Over \$62,000, at Least in Part to Bribe Broker-1 to Buy NXTD Stock in His Customers' Accounts

25. On January 15, 2015, Pereira caused NXTD to enter into a "Consulting Agreement" with IR Firm-2, similar to the agreement NXTD had entered into with IR Firm-1 ("Purported IR Firm-2 Consulting Agreement").

26. Under the terms of this agreement, IR Firm-2, an investor-relations firm run by Intermediary-1 and Intermediary-2, agreed to "[a]ssist [NXTD] in introductions to investor relations companies, media outlets, analysts or broker dealers" and "conduct meetings in person or by telephone, with prospective brokers or the investment public." In exchange, NXTD agreed to pay IR Firm-2 a monthly fee of \$5,000 and 5,000 shares of common stock. The agreement also provided that NXTD would reimburse IR Firm-2 for any expenses that NXTD incurred. Like the Purported IR Firm-1 Consulting Agreement, the Purported IR Firm-2 Consulting Agreement provided a guise through which Pereira could pay intermediaries to funnel bribes to Broker-1.

27. For example, on September 17, 2015, Intermediary-1 emailed Pereira an invoice addressed to NXTD and in the amount of \$12,000 for a purported "Investor Relations event for

brokers and investors.” Pursuant to the Purported IR Firm-2 Consulting Agreement, NXTD was obligated to reimburse IR Firm-2 for the expense.

28. The September 17, 2015 invoice was, in reality and as Pereira knew, not for an “Investor Relations event for brokers and investors.” Rather, Pereira knew the invoice was being used to disguise the payment of a cash bribe to Broker-1.

29. On September 24, 2015, Pereira caused NXTD to wire \$12,000 to a bank account in the name of IR Firm-2. In turn, Intermediary-1 and Intermediary-2 paid Broker-1 a cash bribe of at least \$5,000.

30. In sum, between January 2015 and October 2015, Pereira paid IR Firm-2 over \$62,000 and Intermediary-1 and Intermediary-2 paid Broker-1 at least \$5,000 in cash bribes. During this time period, Broker-1, operating out of Broker-Dealer-1’s Long Island office, bought a total of 107,640 additional shares of NXTD stock for his customers at a gross cost of \$235,584.

FIRST CLAIM FOR RELIEF
Violations of Section 10(b) of the Exchange Act and Rules 10b-5(a) and (c) Thereunder

31. The Commission realleges and incorporates by reference here the allegations in paragraphs 1 through 30.

32. Pereira, by use of the means or instruments of interstate commerce, or of the mails, or the facility of a national securities exchange, in connection with the purchase or sale of securities, and with knowledge or recklessness, (1) employed devices, schemes, and artifices to defraud; and/or (2) engaged in acts practices, or courses of business which operated or would operate as a fraud or deceit upon any person.

33. By reason of the foregoing, Pereira, directly or indirectly, singly or in concert, has violated and, unless enjoined, will again violate Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rules 10b-5(a) and (c) thereunder [17 C.F.R. §§ 240.10b-5(a) and (c)].

PRAYER FOR RELIEF

WHEREFORE, the Commission respectfully requests that the Court enter a Final Judgment:

I.

Permanently enjoining Pereira and his agents, servants, employees, and attorneys and all persons in active concert or participation with any of them from violating, directly or indirectly, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rules 10b-5(a) and (c) thereunder [17 C.F.R. §§ 240.10b-5(a) and (c)];

II.

Ordering Pereira to disgorge all ill-gotten gains he received directly or indirectly, with pre-judgment interest thereon, as a result of the alleged violations;

III.

Ordering Pereira to pay civil monetary penalties under Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)];

IV.

Permanently prohibiting Pereira from serving as an officer or director of any company that has a class of securities registered under Section 12 of the Exchange Act [15 U.S.C. § 78l] or that is required to file reports under Section 15(d) of the Exchange Act [15 U.S.C. § 78o(d)] pursuant to Section 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)(2)];

V.

Permanently prohibiting Pereira from participating in any offering of a penny stock, including engaging in activities with a broker, dealer, or issuer for purposes of issuing, trading,

or inducing or attempting to induce the purchase or sale of any penny stock, under Section 21(d)(6) of the Exchange Act [15 U.S.C. § 78u(d)(6)]; and

VI.

Granting any other and further relief this Court may deem just and proper.

Dated: New York, New York
September 30, 2019

Sanjay Wadhwa

SANJAY WADHWA
SENIOR ASSOCIATE DIRECTOR
Marc P. Berger
Sheldon L. Pollock
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JS 44 (Rev. 02/19)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Securities and Exchange Commission

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Sanjay Wadhwa, Senior Assoc. Director, S.E.C., New York Regional Office, 200 Vesey St., Suite 400, New York, NY 10281 (212-336-1100)

DEFENDANTS

Gino M. Pereira

County of Residence of First Listed Defendant Indian River County, FL
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Peter R. Ginsberg, Esq. and David E. Danovitch, Esq., Sullivan & Worcester, 1633 Broadway, New York, NY 10019 (212-660-3000)

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question *(U.S. Government Not a Party)*
- 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input checked="" type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN *(Place an "X" in One Box Only)*

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District *(specify)*
- 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*
15 U.S.C. § 78j(b)

Brief description of cause:
Securities fraud

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMANDS

CHECK YES only if demanded in complaint.
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE
 09/30/2019

SIGNATURE OF ATTORNEY OF RECORD

Sanjay Wadhwa

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration

I, Sanjay Wadhwa, counsel for Securities and Exchange Comm'n, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

N/A

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? Yes No
- 2.) If you answered "no" above:
 - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? Yes No
 - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes No
 - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? Yes No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: Sanjay Wadhwa

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Securities and Exchange Commission

Plaintiff(s)

v.

Gino M. Pereira

Defendant(s)

Civil Action No. 2:19-civ-5527

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Gino M. Pereira
3554 Ocean Dr., Apt. 3035
Vero Beach, FL 32963-5111

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Tejal D. Shah, Esq.
Securities and Exchange Commission
200 Vesey St., Suite 400
New York, NY 10281-1022

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DOUGLAS C. PALMER
CLERK OF COURT

Date: 09/30/2019

Signature of Clerk or Deputy Clerk

Civil Action No. 2:19-civ-5527

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: