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9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

11
12 SECURITIES AND EXCHANGE
13 COMMISSION,

13 Plaintiff,

14 v.

15 JONATHAN MIMUN (A/K/A
16 JONATHAN MAYMON)
17 and RONN BENHARAV,

18 Defendants.

2:21-cv-1314

COMPLAINT

19
20 Plaintiff Securities and Exchange Commission (the “SEC”) alleges:

21 **SUMMARY OF THE ACTION**

22 1. This case concerns a multi-million dollar scheme to defraud retail
23 investors in the United States through the unregistered offer and sale of security-
24 based binary options from at least December 2014 through June 2017 (“Relevant
25 Period”). Binary options are high-risk financial instruments with potential payouts or
26 losses contingent on the future value of an underlying asset that, from approximately
27 2013 through 2018, were predominantly pitched by fraudsters operating from Israel.
28

1 2. Jonathan (“Yoni”) Mimun (also known as Jonathan (“Yoni”)
2 Maymon) and Ronn BenHarav (“Defendants”) fraudulently and without registration
3 offered and sold binary options through their ownership, operation, and control of
4 two Internet-based brokers doing business under the names (a) Porter Finance and (b)
5 Dalton Finance (the “Porter Brokers”). The Porter Brokers—which secretly made
6 money from investors’ trading losses—were unincorporated brand names that
7 functioned through a combination of websites, call centers, and straw companies that,
8 among other things, held bank and credit-card-processing accounts used to facilitate
9 their operations. Although they intentionally targeted U.S. investors, neither the
10 Porter Brokers, websites, call centers, nor straw companies registered with the SEC
11 as a broker or dealer or were ever associated with a SEC-registered broker or dealer.

12 3. The Defendants owned and controlled JMRB Media, Ltd. and a number
13 of other affiliated companies (collectively “JMRB”). JMRB employed as many as
14 160 persons at one or more boiler-room-like call centers soliciting investors for the
15 Porter Brokers (the “Call Center Operations”). At the Defendants’ direction, JMRB
16 sales agents solicited investors in the United States to open and fund binary option
17 trading accounts with the Porter Brokers by, among other things, representing that
18 they were experienced market professionals providing expert advice and that the
19 brokers (and the sales agents) only made money when investors made money. In
20 reality, the interests of the Porter Brokers and JMRB were not aligned with the
21 investors’ interests. The entities controlled by the Defendants made their money
22 from investors’ losses—they were the counterparty to their clients’ trades—and the
23 Defendants rigged the trading to maximize the likelihood investors lost their money.

24 4. Through their ownership and operation of the Porter Brokers and JMRB,
25 Defendants managed, directed and ultimately controlled the fraudulent solicitation of
26 tens of thousands of investors in the United States and the selling of tens of thousands
27 of binary options referencing securities worth tens of millions of dollars to those
28 investors. Defendants obtained tens of millions of dollars in deposits from investors

1 in the United States, and most of them lost all or most of their deposited money. The
2 scheme of Defendants preyed especially on the elderly who, at the direction of JMRB
3 employees, liquidated retirement accounts to fund accounts with the Porter Brokers.

4 5. As a result of this conduct, Defendants violated the antifraud provisions
5 of Sections 17(a) of the Securities Act of 1933 (“Securities Act”) [15 U.S.C. §
6 77q(a)] and Section 10(b) of the Securities Exchange Act of 1934 (“Exchange Act”)
7 [15 U.S.C. § 77q(a) and 15 U.S.C. §§ 78j(b)], and Rule 10b-5 thereunder [17 C.F.R.
8 § 240.10b–5]. Defendants are liable directly for these violations and, with respect to
9 violations of the Exchange Act, as control persons under Section 20(a) of the
10 Exchange Act [15 U.S.C. § 78t(a)] for violations of Sections 10(b) and 15(a) of the
11 Exchange Act [15 U.S.C. § 78o(a)], and Rule 10b-5 thereunder, committed by the
12 Porter Brokers and JMRB. Defendants’ offerings of binary options also violated the
13 registration provisions of Sections 5(a) and 5(c) of the Securities Act [15 U.S.C. §§
14 77e(a) and 77e(c)]. Defendants are also liable under Section 15(b) of the Securities
15 Act [15 U.S.C. §§ 77o(b)] and Section 20(e) of the Exchange Act [15 U.S.C. §
16 78t(e)] for aiding and abetting violations of the aforementioned antifraud provisions
17 of the Securities Act and the Exchange Act committed by JMRB and its employees.

18 6. To deter additional fraud, recover fraudulently obtained funds, and
19 otherwise enforce the federal securities laws that the Defendants and the entities they
20 controlled violated, the SEC seeks civil monetary penalties as well as remedial
21 ancillary relief, including Defendants’ disgorgement of ill-gotten gains, prejudgment
22 interest on ill-gotten gains, a civil injunctive order against further violations of the
23 federal securities laws, a conduct based injunction, and other appropriate relief.

24 **JURISDICTION AND VENUE**

25 7. The SEC brings this action pursuant to Sections 20(b), 20(d)(1) and
26 22(a) of the Securities Act [15 U.S.C. §§ 77t(b), 77t(d)(1) & 77v(a)] and Sections
27 21(d)(1), 21(d)(3)(A), 21(e) and 27(a) of the Exchange Act [15 U.S.C. §§ 78u(d)(1),
28 78u(d)(3)(A), 78u(e) & 78aa(a)]. Defendants, directly or indirectly, have made use of

1 the means or instrumentalities of interstate commerce, of the mails, or of the facilities
2 of a national securities exchange in connection with the transactions, acts, practices
3 and courses of business alleged in this Complaint, including by making use of the
4 Internet to offer securities and sending or receiving interstate email and participating
5 in interstate voice or video calls. This Court has subject matter jurisdiction under
6 Section 22 of the Securities Act [15 U.S.C. § 77v], Sections 21(d) and 27 of the
7 Exchange Act [15 U.S.C. §§ 78u(d) and 78aa], and 28 U.S.C. § 1331.

8 8. Venue is proper in this district under Section 22(a) of the Securities Act
9 [15 U.S.C. § 77v(a)] and Section 27(a) of the Exchange Act [15 U.S.C. § 78aa(a)]
10 because certain of the transactions, acts, practices and courses of conduct constituting
11 violations of the federal securities laws occurred within this district. Venue is also
12 proper here under 28 U.S.C. § 1391(c)(3), as each Defendant resides outside of the
13 United States and therefore venue is proper in any district court in the United States.

14 DEFENDANTS

15 9. **Jonathan (“Yoni”) Mimun** (also known as Jonathan “Yoni” Maymon),
16 age 34 is a Canadian citizen residing in Israel. From at least December 2014 through
17 June 2017, Mimun directly or indirectly co-owned and controlled the Porter Brokers,
18 including through his part ownership of JMRB. For most of the Relevant Period, he
19 owned 50 percent of JMRB through JM Ventures, Ltd. Mimun, among other things,
20 supervised the Call Center Operations and trained the sales force to use fraudulent
21 tactics to solicit investors. He also owned part of each of the Porter Brokers.

22 10. **Ronn BenHarav**, age 41, is a U.S. citizen residing in Israel. From at
23 least March 2015 through June 2017, BenHarav directly or indirectly co-owned and
24 controlled the Porter Brokers, including through his part ownership of JMRB. For
25 most of the Relevant Period, BenHarav owned 50 percent of JMRB through
26 BenHarav Capital, Ltd. During his tenure, BenHarav was the functional Chief
27 Executive Officer and Chief Financial Officer of JMRB, making the key business
28 decisions. He also helped supervise Viva Affiliates, Ltd. and Prime Affiliates, Ltd.,

1 two JMRB affiliates that retained and paid affiliate marketers to use fraudulent
2 advertising materials to refer investors to the Porter Brokers. BenHarav also owned
3 part of each of the Porter Brokers.

4 **FACTS**

5 **I. BINARY OPTIONS GENERALLY**

6 11. A “binary option” is a financial instrument that expires at a pre-
7 determined time where the payout is contingent on the outcome of a yes/no (i.e., two
8 possible outcome) proposition. If the holder’s prediction is correct, he will receive a
9 predetermined amount of money. If incorrect, he will forfeit all or nearly all of his
10 investment. In one common form, the holder predicts whether a publicly-traded asset
11 will be above or below a specific price at a specific time. The referenced asset can
12 be, for example, a security, an index of securities, a currency, or a commodity.

13 12. The Porter Brokers offered binary options based on all of these asset
14 classes. Most pertinent here, they offered binary options based on the price of
15 common stocks of many companies, including companies whose stock was trading on
16 United States exchanges, such as Apple Inc., ExxonMobil Corp., JPMorgan Chase
17 &Co., Yahoo Inc., IBM Corp., McDonalds Corp., Coca-Cola Corp., and CitiGroup
18 Inc. They also offered binary options based on various indices of securities, such as
19 the NASDAQ Composite and the Dow Jones Industrial Average. Such binary
20 options (i.e., where the referenced asset is a security or a group or index of securities)
21 are referred to hereinafter as “security-based” binary options.

22 13. The Porter Brokers structured their binary option profit/loss ratio so that,
23 on any one trade, investors always risked losing more money on an incorrect
24 prediction than they stood to gain on a correct prediction. The Porter Brokers
25 typically set the ratio at a 70% to 85% profit for correct predictions and a 90% to
26 100% loss for incorrect predictions. Given this payout structure, investors trading
27 over a sufficient period of time will tend to lose all of their investment.
28

1 14. Binary options in which the underlying financial asset is a security or
2 securities within the meaning of Section 2(a)(1) of the Securities Act [15 U.S.C. §
3 77b(a)(1)] and Section 3(a)(10) of the Exchange Act [15 U.S.C. § 78c(a)(10)]
4 (including any group or index of securities) are themselves “securities” within the
5 meaning of those provisions. The security-based binary options issued, offered,
6 and/or sold by the Porter Brokers were therefore securities.

7 15. Under the Securities Act, any offer or sale of securities must be
8 registered with the SEC unless an exemption applies. None of the offers or sales of
9 security-based binary options by JMRB and the Porter Brokers were registered, and
10 no exemption applied.

11 **II. DEFENDANTS’ BINARY OPTION SCHEME**

12 16. Defendants, through their control and management of the Call Center
13 Operations, specifically targeted U.S. investors to fund binary option trading accounts
14 with the Porter Brokers. The Porter Brokers operated from the following Internet
15 domains, which were accessible from the United States during the Relevant Period:
16 www.porterfinance.com and www.daltonfinance.com. They published these websites
17 in English. They obtained Internet-based telephone numbers with U.S. area codes to
18 make it easy to reach U.S. customers and give the appearance they had a domestic
19 U.S. presence. As described further below, Defendants retained affiliate marketers to
20 solicit U.S. residents to open accounts with the Porter Brokers. They collected
21 documentation confirming that the investors lived in the U.S. and took investors’
22 deposits from credit cards from U.S. issuers. And, when a service provider prevented
23 Porter Finance from offering or selling binary options to U.S. investors, the
24 Defendants quickly switched to a service provider that continued to allow U.S.
25 investors to use the trading platform.

26 17. In addition to running call centers to generate investor accounts and
27 deposits for the Porter Brokers, JMRB handled nearly all of the Porter Brokers’ other
28 business activities during the Relevant Period, including designing and maintaining

1 the Porter Brokers' websites, interacting with and corresponding with investors,
2 processing deposits, and paying vendors. JMRB, in particular, used a web of
3 international straw corporations owned and/or controlled by the Defendants through
4 nominees to facilitate the entirety of the operations. These corporations retained
5 vendors and opened bank accounts to (a) receive and hold investor deposits, (b) make
6 payments associated with running the scam, and (c) transfer profits derived from the
7 scheme to Defendants and their partners. Defendant BenHarav, who had the
8 authority to approve all the Porter Broker's expenses, paid vendors providing services
9 to the Porter Brokers—including JMRB and its employees—from these accounts and
10 received authentication codes for accessing the accounts on his mobile telephone.
11 The nominee corporations also set up credit card processing accounts, which
12 BenHarav controlled.

13 18. The straw corporations contracted with the Porter Brokers' platform
14 provider, which provided the trading engine and other services essential to offering
15 and selling binary options online. In an email to another binary option broker
16 operator, a Business Development Manager for the platform provider confirmed
17 BenHarav was its "client," writing:

18 Jared, please meet Ronn, a good friend and very talented guy. I
19 believe Ronn can assist in recruitment as well as any strategic
20 planning with regards to your hiring needs. ***Ronn, please meet Jared,
a friend and also one of Panda's clients!*** (Emphasis added).

21 19. These straw corporations—sometimes identified as the operators of the
22 Porter Brokers on their websites—held bank accounts that acted as the counterparty
23 to investors' trades. Specifically, rather than making money through commissions
24 (and being largely indifferent to the outcome of investors' trades), the Porter Brokers
25 only made money when investors made deposits into their trading accounts and lost
26 that money trading binary options. Thus, unlike a traditional broker, the Porter
27 Brokers' interests were adverse to the interests of the investors that JMRB and its
28 sales agents aggressively solicited to open accounts and advised on trading.

1 20. Over time, the continued viability of this model required (a) that
2 investors deposit and then lose enough money to cover the enterprise's expenses and
3 generate a profit and (b) a constant infusion of new money to replace the money that
4 investors lost. This structure provided the Porter Brokers, JMRB, and those that
5 worked there the incentive to use false and misleading statements and deceptive
6 devices to lure investors' deposits and encourage trading losses.

7 **A. The Defendants Controlled JMRB and the Porter Brokers**

8 21. For most of the Relevant Period, Mimun and BenHarav were the sole
9 owners and/or control persons of JMRB. Each Defendant also had ownership
10 interests in each Porter Broker, which they fully controlled through JMRB and the
11 straw corporations. Defendants shared profits derived from the operation with third
12 parties who provided the startup capital for their scam and/or those they recruited to
13 help run the brokers. As to Dalton Finance, at times, some of the third parties that
14 Defendants recruited managed the day-to-day operations of the broker but ultimately
15 reported to, and were under the control of, Defendants.

16 22. JMRB operated Porter Finance from late 2014 until at least June 2017.
17 The Defendants opened Dalton Finance and its website in about February 2016 and,
18 over time, as Porter Finance garnered unwanted attention and negative reviews,
19 transitioned operations to Dalton Finance, which JMRB also operated until about
20 June 2017.

21 23. The Defendants controlled and managed the Porter Brokers' solicitation
22 activities through their ownership of JMRB. They also controlled the Porter Brokers'
23 direction and made the key business decisions, including, for example, employee
24 compensation, credit card processing, paying affiliate marketers, selecting business
25 partners (i.e., those helping run Dalton Finance), and hiring new employees. For at
26 least some or all of the Relevant Period, they were the only people with their own
27 offices. Managers encouraged JMRB sales agents to look busy and work harder
28 when the Defendants were in the office. Defendants made speeches at parties.

1 During this period, Defendants met constantly with each other and call center
2 managers to run the Porter Brokers, but they divided their primary responsibilities.

3 24. Mimun—who previously supervised a call center for another binary
4 option broker company—oversaw the JMRB sales floors, including hiring, training,
5 and supervising employees. He was known by former employees as a “good
6 salesperson.” He also recruited his twin brother to oversee the day-to-day operations
7 of Dalton Finance’s sales floor.

8 25. Mimun pressured the Call Center Operation to obtain more deposits,
9 including listening in on JMRB sales agents’ calls with investors and coaching them
10 on better, more effective ways to obtain deposits. As a motivational tool, he
11 announced on the sales floor new large customer deposits. He also supervised call
12 center managers who relayed his instructions to JMRB sales agents. When around
13 September 2016 JMRB closed the facility running Porter Finance, Mimun arranged
14 for some of the employees to interview with the facility running Dalton Finance.

15 26. BenHarav oversaw marketing and served as JMRB’s functional Chief
16 Executive Officer and Chief Financial Officer, controlling the company’s finances
17 and technology. He received and paid invoices for the Porter Brokers’ expenses and
18 had control over their bank and credit-card-processing accounts. He also managed
19 affiliate marketing relationships for the Porter Brokers. One former employee said he
20 spent 80 percent of his day in the office and sometimes even slept there.

21 27. As described by a former employee, BenHarav was the “number one” at
22 JMRB who “bullied” everyone in the office and had almost all the say in how the
23 company was going to run, especially financially, and where the direction of the
24 companies was going to go. He even brought family members to work at JMRB.

25 28. At one point, BenHarav feared that people at JMRB were stealing sales
26 leads from the companies and he forced JMRB employees to take a lie detector test.
27
28

1 **B. The Porter Brokers Attracted Investors with Fraudulent**
2 **Affiliate Marketing Campaigns**

3 29. The Porter Brokers found many investors through Internet advertisers
4 called “affiliate marketers” that both Defendants knew used fraudulent advertising to
5 draw in investors and targeted U.S. investors. It was common knowledge at JMRB
6 that the affiliate marketing campaigns were fraudulent. For example, employees at
7 JMRB and Viva Affiliates Ltd. (one of JMRB’s marketing affiliates) who reported to
8 Defendants often viewed the marketers’ fraudulent solicitation materials to help them
9 understand what investors were expecting when they opened an account. Employees
10 referred to the advertising campaigns as “make-money funnels” because the
11 advertisements typically told the viewers that “they are going to make money because
12 of an algorithm that will tell them how to make money” trading binary options.

13 30. The make-money funnels Defendants used typically advertised “get rich
14 quick schemes” promising investors access to secret or proprietary systems for
15 trading binary options that had supposedly generated huge returns for other investors.
16 The advertising materials included spam emails, elaborately-produced infomercial-
17 like videos, and misleading websites typically portraying fabricated rags-to-riches
18 stories. But the systems advertised did not exist and were simply lures to entice
19 investors into interactions with JMRB’s Call Center Operations and to open accounts.

20 31. BenHarav helped supervise the two JMRB-affiliated companies that
21 marketed for the Porter Brokers. He negotiated the marketers’ commissions, paid
22 their invoices, directed Internet traffic among the Porter Brokers, and monitored the
23 marketers’ conversion rates. BenHarav also regularly communicated with affiliate
24 marketers about their campaigns and received the advertising materials directing
25 investors to fraudulent campaigns and then to one of the Porter Brokers. He boasted
26 about being an affiliate marketer and once creating his own binary option marketing
27 campaign that used fraudulent solicitation materials created by a third party and
28 called “The Golden Goose Method.” He also sometimes refused to pay affiliate

1 marketers when a large number of the investors they referred initiated credit-card
2 chargebacks—*e.g.*, claiming charges made by the Porter Brokers were fraudulent.

3 32. The Porter Brokers paid the affiliate marketers often several hundred
4 dollars for each investor who opened and funded an account upon viewing the false
5 advertising. The Porter Brokers often paid the affiliate marketers more than they
6 made from investors' initial deposits and relied on investors making additional
7 deposits, following conversations with JMRB sales agents, to cover the loss.

8 **C. Deceptive Websites**

9 33. Opening and trading in an account at the Porter Brokers ultimately
10 occurred through their English-language websites. The Porter Brokers' websites
11 contained no references to JMRB but rather claimed to be controlled by the straw
12 corporations. The straw corporations had no employees or operations of their own
13 and were themselves controlled and operated entirely by JMRB. In interactions with
14 investors and prospects, JMRB sales agents never mentioned JMRB and instead
15 posed as calling from one of the Porter Brokers.

16 34. The trading engine embedded in the websites created the appearance of
17 actual market-oriented trading that looked similar to what an investor would see on a
18 legitimate broker's website. It allowed investors to place "trades," see "live" market
19 quotes, make deposits, and track trades and balances. The trading engine referred to
20 binary options positions as "assets" or "investments" and, in the case of security-
21 based options, sometimes displayed the logos of the referenced companies.

22 35. Despite appearances, investors were not purchasing real financial assets
23 from any real market and were not trading in any market with other investors. The
24 so-called trades and investments reflected on an investor's on-line account statements
25 were simply book entries reflecting positions facing the Porter Brokers.

26 36. The account balances investors saw when viewing the trading platform
27 did not reflect money in any segregated account but instead were, as one former
28 employee put it, "just numbers on a screen." Investors' deposits were comingled

1 with the Porter Brokers’ funds and used to pay JMRB and other expenses incurred
2 operating the fraud. The Porter Brokers did not have sufficient money in their bank
3 accounts to pay the obligations owed to their investors, and therefore needed those
4 investors to lose their money in order to stay in business. The Porter Brokers never
5 disclosed this “counterparty risk”—i.e. that investors’ withdrawals depended on the
6 Porter Brokers’ ability and willingness to pay investors back and that it could not
7 afford to pay everyone back what they were owed.

8 37. The Porter Brokers’ websites falsely suggested that trading binary
9 options would be profitable, that the Porter Brokers were there to help, and that they
10 wanted investors to succeed in making money. By way of one example, at various
11 times the websites made the following false or misleading statements:

12 * * *

13 The company was formed on the principal that knowledge is power and
14 though knowledge comes success. Launched in 2014, the company
15 prides itself on excellent service and guarantees the best environment for
16 success to our traders passing on our knowledge to traders in order to
maximize their trading potential.

* * *

17 We understand how important it is for traders to work with brokers they
18 trust. At Dalton Finance, traders benefit from first-class tailored
19 education from seasoned professionals.

20 38. These statements, and other like them on the websites over the Relevant
21 Period, were false and misleading because investors depositing funds with the Porter
22 Brokers generally lost their money, the call center employees generally had no
23 specialized knowledge, financial training, or background, and the Porter Brokers
24 actually needed investors to lose money trading binary options to stay in business.

25 **D. Fraudulent Call Center Operations**

26 39. JMRB—which at its height collectively employed as many as 160
27 people—ran Call Center Operations where sales agents were tasked with convincing
28

1 investors to deposit as much money as possible and to trade with that money often,
2 with the eventual aim of seeing investors lose their funds.

3 40. JMRB compensated call center sales agents based on the net deposits
4 (*i.e.* deposits minus withdrawals) they obtained from investors. This undisclosed
5 compensation structure incentivized the call center sales agents to use false and
6 misleading tactics to induce investors to deposit funds and to prevent withdrawals.

7 41. Shortly after registering their binary options trading accounts on one of
8 the Porter Brokers' websites, investors typically received a telephone call from
9 someone at a JMRB call center. From the outset, these calls were replete with false
10 and misleading statements designed to earn investors' trust and portray the call center
11 sales agents as financial experts that were there to help.

12 42. For example, as directed or endorsed by Defendants, the sales agents
13 used aliases instead of real names. And sales agents were permitted to fabricate their
14 titles, choosing ones normally associated with legitimate trading and the provision of
15 financial advice. Even though they typically had little or no relevant experience, they
16 called themselves "brokers," "analysts," "Head of Trading," "Senior Financial
17 Advisors," and the like. Some also claimed to have MBAs or membership in the
18 Chartered Financial Analyst Institute. JMRB sales agents also often falsely claimed
19 to have formerly worked at major financial institutions like Bank of America or
20 JPMorgan Chase. The sales force also lied about their locations, claiming, for
21 example, they were based in London, instead of their actual location in Israel.

22 43. At Mimun's and BenHarav's direction and/or with their knowledge and
23 approval, salespersons used additional false and misleading statements and
24 manipulative and deceptive practices to persuade investors to make deposits with the
25 Porter Brokers. As former JMRB employees have put it, on Defendants watch, they
26 could tell investors whatever they wanted as long as it resulted in a deposit.

1 **E. False and Misleading Statements and Deceptive Devices Used to**
2 **Obtain Investors' Deposits**

3 44. *Alignment of Interest.* At Defendants' direction and with their
4 knowledge, JMRB salespersons told investors making deposits with the Porter
5 Brokers, in substance, "We only make money when you make money" and
6 "I'm here to help you make a profit." Yet the Porter Brokers profited only
7 from investor *losses*, not profits. Prior to forming JMRB and the Porter
8 Brokers, Mimun used this fraudulent sales pitch when supervising another
9 binary option call center, and he later trained employees at JMRB to use it.

10 45. JMRB sales agents also put this misrepresentation into email. For
11 example, a sales agent wrote as follows to an investor:

12 When open a trade Porter Finance purchases a contract for you from our
13 market maker, that contract is individual and we don't need that another
14 client will take the opposite option now if your trade is profitable as you
15 know 65-81% goes to you and 19-35% goes to Porter.

16 46. This statement is also false because there was not "market maker;"
17 Porter Finance was the counterparty to the investor's trades.

18 47. When a JMRB employee told Mimun and BenHarav these types
19 of statements were "over the top," inappropriate, and should stop, the
20 Defendants dismissed the concerns and the fraudulent solicitations continued.

21 48. JMRB sales agents knew how JMRB and they made their money, and
22 thus routinely lied when representing that their job was to help investors make
23 money. By way of example, typical of this form of fraud, one investor received the
24 following welcome email after opening an account:

25 Porter Finance - *As part of our ongoing efforts to equip you with all the*
26 *tools necessary for successful trading*, we're pleased to provide you
27 with the much anticipated Porter Finance trading guide available in our
28 website's Education section *We wish you a successful trading*
experience with Porter Finance. (Emphasis added).

 49. And an investor received this email after making a deposit:

1 My name is Kendrick Scott and I am The Head Trader at Porter Finance -
2 In light of your recent deposit, I am attempting to get in touch with you,
3 *with the purpose of assisting you in making your trading experience*
4 *with us a profitable one.* I would like to be able to assist you in custom
building a program that most suits your needs. (Emphasis added).

5 50. In another example, an investor received the following email from
6 a so-called “senior analyst” and “broker” at Porter Finance:

7 Your account was added to my portfolio. My job is to assist you with
8 making money through trading and to provide you with all the necessary
9 tools in order to become successful and most of all profitable trader. I
10 will provide you with the timely signals, strategies with the goal to bring
your winning ratio to at least 75-80% and to make at least up to 10,000
dollars a profit on a monthly basis.

11
12 51. Salespersons also described the transactions to clients as
13 “investments” to further the illusion they were engaged with legitimate
14 financial firms and investing in real assets traded in real financial markets. In
15 reality, the so-called investments were just a rigged gamble against the house.

16 52. *Win button.* Mimun and BenHarav together devised a “win button” that
17 the sales force could use to attract more deposits by making investors believe that
18 they were making money in binary options. When activated, the button helped to
19 produce winning trades. JM RB employees used the button to create a track record of
20 recommending or placing winning trades for an investor. Following those trades,
21 sales agents solicited additional deposits with pitches like “just think how much we
22 could be making if we were working with more capital and placing larger trades.”

23 53. BenHarav requested the win button functionality in a meeting between
24 him, Mimun and the Porter Brokers’ platform provider. At his request, the platform
25 provider installed the mechanism, which JM RB operated. Investors were never told
26 if their winning trades resulted from this rigged system. Investors who deposited
27 additional funds after experiencing winning trades placed at their “broker’s” direction
28 typically lost their money once they stopped making additional deposits.

1 54. By way of examples, one investor opened his account by depositing
2 \$600. After winning his first half dozen trades, he deposited another \$10,000 later
3 that same day. Another investor, shortly after winning some small early trades,
4 deposited another \$25,000. A third investor said he made an initial \$250 deposit and
5 then watched a salesperson generate “a lot of money” in early trading. Based on
6 those early wins, the investor deposited another \$44,000 that he obtained by
7 liquidating blue-chip stocks he held in a genuine brokerage account.

8 55. ***Withdrawals.*** The Porter Brokers’ websites touted the ease of making
9 withdrawals. For example, the Dalton Finance website stated:

10 Withdrawing funds is quick and effective, with minimal effort required.
11 Clients simply choose the currency they wish their funds to be deposited
12 in and select a secure method for withdrawal. Funds will then be
13 dispatched and will appear in the customer’s account within 5 business
 days of their initial request.

14 Salespersons often told investors that they could withdraw funds on demand.

15 56. In reality, the employee compensation structure encouraged the JMRB
16 sales agents to use deceptive tactics to obtain the largest deposits possible and
17 discourage or prevent customers from making withdrawals. Numerous tricks—
18 including recommending that customers enter into long-term trades and accept
19 bonuses (described below)—were used by the sales agents to lock up investor funds
20 and prevent withdrawals. When investors insisted on withdrawing their money, their
21 repeated requests were denied or knowingly ignored. Some investors were unable to
22 get their money back because the Porter Brokers shut their websites down and
23 stopped responding to communications despite holding the investors’ funds.

24 57. ***False claims of supposed past success.*** The salesforce also routinely
25 lied to clients about their supposed past successes in making money by trading binary
26 options. For example, one salesman told an investor that he typically generated 70-
27 80 percent returns. A different salesperson told another investor that he guaranteed
28 80-85 percent returns. In reality, most Porter Finance clients lost some or all of their

1 money, and the JMRB sales agents lost money out of their own pay checks if they
2 helped investors earn money at the Porter Brokers' expense or allowed withdrawals.

3 58. ***Baseless promises of future trading profits.*** The salespersons also
4 typically provided baseless projections as to how much customers would earn trading
5 binary options. As an example, in one email, a salesman said he would “focus on at
6 least 20-35% growth every month. That’s just about 5% growth a week. Is that ok
7 with you?” Another investor received an email saying that trading should provide
8 returns of \$48,000 to \$55,000 in April and another \$85,000 in May. Salespersons—
9 sometimes with the help of the win button—also falsely told investors they would
10 reap greater profits if they invested greater amounts, which led to increased deposits.
11 But again, most clients lost some or all of their deposits, and by Defendants’ design
12 JMRB sales agents were penalized when investors gained or withdrew money.

13 59. ***Risk-free trades and bonuses.*** Investors were frequently misled that the
14 Porter Brokers would provide “risk-free trades” (in which the broker would cover the
15 customer’s costs of losing trades) and “bonuses” (in which the broker would match a
16 new deposit dollar-for-dollar). Such representations induced investors to make
17 additional deposits. For example, one investor deposited \$30,000 after his broker
18 offered a “100% bonus,” which supposedly increased his account balance to \$60,000.
19 A broker told another investor that a \$25,000 deposit made him eligible to receive “5
20 risk free trades.” And another investor withdrew \$100,000 from his IRA after a
21 salesman claimed he would match that amount as a bonus.

22 60. The Porter Brokers pitched these gimmicks as benefits, but their main
23 purpose was to induce and then lock up large investor deposits. Specifically, bonuses
24 and risk-free trades/insurance—bonuses in disguise—came with trade turnover
25 conditions ranging from 30 to 50 times the bonus amount. Investors could not
26 withdraw any funds from their account—not just the bonus funds—until meeting the
27 turnover requirement. Because on any one trade an investor always risked losing
28 more money if he lost it than he could earn if he won it, assuming a 50 percent

1 success rate, the turnover requirements virtually guaranteed the investor lost most or
2 all of his or her money prior to unlocking their funds.

3 61. While the trading requirements were sometimes disclosed in “Bonus
4 Agreements” and in the “terms and conditions” available on the Porter Brokers’
5 website, JMRB sales agents often pressured investors to sign the agreements. JMRB
6 sales agents either misled investors to believe funds could be withdrawn on demand,
7 did not explain the ramifications of the trading requirements, or assured investors
8 they would help them meet the requirements—an assurance that carried more weight
9 given the manufactured credentials, track records, and the “win button.”

10 62. For example, typical of this tactic, following a \$100,000 deposit, one
11 investor received the following email from his “broker”:

12 A deposit of \$100,000 will be made to [the investor’s] Porter Finance
13 account and Porter Finance will add \$100,000 to the account. Both of
14 these (totaling \$200,000) will be insured. [Investor] will withdraw
\$25,000 during September, 2016 and \$250,000 during December, 2016.

15 63. *VIP Tiers/Perks*. The Porter Brokers’ website and JMRB salespersons
16 held out illusory “perks” supposedly available to investors if they deposited enough
17 money to reach certain “tiers,” including as follows:

<u>Investment Tier</u>	<u>Minimum Total Deposit</u>	<u>Purported Benefit to Investors</u>
“Starter Package”	\$1,000	20% bonus
“Silver”	\$5,000	30% bonus; 1 risk free trade; weekly trading signals
“Gold”	\$10,000	45% bonus; 3 risk-free trades; daily trading signals; dedicated broker.
“Platinum”	\$25,000	60% bonus; 5 risk free trades; same-day withdrawals; daily trading signals; dedicated broker and managed account.
“Diamond”	\$50,000	80% bonus; 10 risk free trades; expedited withdrawals; daily signals; dedicated broker and managed account.
“Royal”	\$100,000	up to 50% insurance; expedited withdrawals; dedicated broker and account manager, and an “exotic vacation of your choice”

1 64. Dedicated brokers and entry into supposed exclusive trading groups
2 proved to be one of the tiers’ most effective lures. For example, one investor was
3 told if he deposited another \$250,000 he would have access to his Porter Finance
4 broker’s “personal trading group,” which was claimed to average 50-60% monthly in
5 returns. This broker made the following promises in return for the deposit:

6 Decreas[e] the trading volume [requirement] from \$15,000,000 to
7 \$10,000,000. With this we will be able to get your account liquid in the
8 next three months of work and during the 3 months you will get 3
9 withdrawals of:

10 First month – 50,000

11 Second month – 100,000

12 Third month – 200,000

13 From there, after calculations and withdrawals the account should be at
14 \$1,000,000, we will discuss together how to proceed in a way that will be
15 suitable and comfortable for you.

16 ** If by any chance you will need to make a withdrawal of the total
17 additional investment, you will be able to get it at any given time. From
18 the moment you told me it shouldn't take more than 2-3 business days
19 until you will see the funds reflected in your bank account.

20 With this 3 months program [investor], on the 4th month you should have
21 already the total investment back in your bank plus profits on top of that,
22 looking forward for it [investor].

23 65. Another JMRB sales agent wrote to an investor: “[O]nce [your account
24 is] managed, I will be able to trade on your behalf. . . . Meaning higher profits and
25 more trading volume being created with bigger returns!”

26 66. In reality, the supposed perks available in these “tiers” existed solely to
27 induce larger deposits and lock those deposits up with bonus funds.

28 67. **Targeting Retirement Accounts.** As part of a discussion about the
investor’s financial objectives, JMRB encouraged sales agents to ask about the
location of other invested funds and to confidently tell investors to liquidate their
other investments—including their retirement funds—because binary options trading
could generate far greater returns.

1 68. For example, a JMRB sales agent soliciting for Dalton Finance told an
2 investor that if he deposited \$100,000 they would turn “it into a million dollar
3 account in just a year or two.” The JMRB sales agent explained that the investor’s
4 fund were making “7-8-9% a year, [but] bring that money to your Dalton account and
5 we will make 25-35% per month.”

6 69. When a former JMRB sales agent complained to a supervisor about the
7 pressure placed on customers to liquidate retirement accounts, she was told to “put
8 your blinders on, do it for six months, then get on with your life.”

9 70. *Early withdrawals.* Salespersons sometimes allowed investors to
10 withdraw small amounts after early profitable trading, a ruse designed to give
11 investors the false impression that withdrawals were easy. One investor who
12 withdrew \$7,000 after early trading said he gained comfort he could later withdraw
13 larger amounts. After his early withdrawal, the investor deposited another \$12,000.
14 This was the only \$7,000 the investor received back from the \$200,000 he deposited.

15 71. *Ghosting:* All of the misstatements and fraudulent devices described
16 above had the same objective: to obtain as much money from investors as possible
17 and prevent withdrawals. Once those investors informed their “broker” that they
18 would not deposit more money, JMRB sales agents no longer had any incentive to
19 speak to the investor. Consequently, the “broker” stopped communicating and
20 moved on to others with a greater potential to make additional deposits. By this
21 point, the investors were usually restricted from withdrawing funds and, given the
22 odds, those who traded on their own generally lost all of their money before meeting
23 the turnover requirements.

24 **F. Defendants’ Fraud Involved the Sale of Security-Based Binary**
25 **Options to U.S. Investors and Resulted in Millions in Losses**

26 72. The ability to trade security-based binary options—including those tied
27 to U.S. household-name issuers—provided an important lure for investors to deposit
28 funds into their accounts. For example, while soliciting deposits, one sales agent

1 wrote to an investor “I also realize I haven’t told you about our insured Tesla
2 contracts during our trading session. I wanted you to know about them before I send
3 out the email. They go so quick.” In another email entitled “2.5k Tesla and Apple
4 VIP Contracts available only for today!!!” the same so-called broker solicited clients
5 to make additional \$2,500 deposits to take advantage of these “low risk” trades.

6 73. In another email entitled “Low Risk Trades for April” the so-called
7 “Education Department” for Porter Finance (also operated by JMRB) recommended
8 investors place \$2,900 trades in more than 20 U.S.-listed stocks including Apple,
9 Google, McDonalds, Amazon, Disney, Boeing, Walmart, IBM, EBay, Facebook,
10 Bank of America, Tesla and Microsoft.

11 74. Between September 2015 and March 2017, the Porter Brokers offered
12 binary options to more than 14,000 persons in the United States and sold nearly
13 79,000 binary options referencing securities or securities indices with a notional value
14 of \$55 million to U.S. investors. On the whole, investors lost money on these trades;
15 but, win or lose, due to the tactics described, most investors eventually lost most or
16 all of the money they deposited.

17 75. Investors residing in the United States funded their trading accounts by
18 wire and credit card, ultimately losing millions of dollars to the Porter Brokers. Some
19 investors made six-figure deposits by wire transfer. From March 2016 to April 2017,
20 U.S. investors deposited at least \$18 million by credit card. As evidenced by bank
21 records, nearly \$50 million in investor funds—a significant percentage from the
22 U.S.—went to the straw companies holding bank accounts used by the Porter Brokers
23 and controlled by the Defendants through JMRB. Very little of these funds were
24 returned to the investors.

25 **G. BenHarav Tries to Cover His Tracks and Hide His Assets**

26 76. Between September and November 2016, BenHarav suffered what one
27 former employee called a “breakdown.” He started running about the office “looking
28 crazy” and telling JMRB employees they could not say certain things to investors.

1 Over the next few weeks, he began moving things out of his office, including
2 computers, and the JMRB call center shut down. That former employee hypothesized
3 BenHarav was trying to do damage control, potentially due to an investigation. The
4 timing of these events coincides with a September 2016 request for information on
5 the Porter Brokers that the SEC staff sent to an overseas regulator.

6 77. On information and belief, BenHarav took other steps to cover his
7 tracks, including to prevent the seizure of the assets he obtained in defrauding
8 investors. For example, publicly-available information indicates that, in December
9 2018, he was reading a book called “*Asset Protection – Concepts & Strategies for*
10 *Protecting Your Wealth.*” The book’s description notes that it contains “[s]trategies
11 that are effective for putting one’s assets safely out of reach.” The description also
12 notes that “[i]n today’s increasingly litigious world, the shielding of assets has
13 become a prominent issue for financial planners, business owners, and high-net-worth
14 individuals. *Asset Protection* details methods that are both legally and morally
15 legitimate for protecting one’s assets from creditors, lawsuits, and scams.”

16 **FIRST CLAIM FOR RELIEF**

17 **Fraud in the Offer or Sale of Securities**

18 **Violations of Section 17(a)(1) and (3) of the Securities Act**

19 78. Paragraphs 1-77 are realleged and incorporated by reference herein.

20 79. Defendants, by engaging in the conduct described above, directly or
21 indirectly, in the offer or sale of securities, by the use of means or instruments of
22 transportation or communication in interstate commerce or by use of the mails: (a)
23 employed devices, schemes, or artifices to defraud; and (b) engaged in transactions,
24 practices, or courses of business which operated or would operate as a fraud or deceit
25 upon the purchasers of securities.

26 80. Each of them knew, or was reckless in not knowing, that he employed
27 devices, schemes and artifices to defraud and knew, or were reckless or negligent in
28

1 not knowing, that he engaged in transactions, practices, or courses of business which
2 operated or would operate as a fraud or deceit upon the purchasers of securities.

3 81. By reason of the foregoing, Defendants violated, and unless enjoined
4 will again violate, Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)].

5 **SECOND CLAIM FOR RELIEF**

6 **Fraud in Connection with the Purchase or Sale of Securities**

7 **Violations of Section 10(b) of the Exchange Act and Rule 10b-5(a) and (c)**

8 82. Paragraphs 1-77 are realleged and incorporated by reference herein.

9 83. Defendants, by engaging in the conduct described above, directly or
10 indirectly, in connection with the purchase or sale of a security, by the use of means
11 or instrumentalities or interstate commerce, of the mails, or of the facilities of a
12 national securities exchange, with scienter: (a) employed devices, schemes, or
13 artifices to defraud; and (b) engaged in acts, practices or courses of business which
14 operated or would operate as a fraud or deceit upon other persons.

15 84. Each of them knew, or was reckless in not knowing, that he employed
16 devices, schemes and artifices to defraud and engaged in acts, practices or course of
17 business which operated or would operate as a fraud or deceit upon other persons.

18 85. By reason of the foregoing, Defendants violated, and unless enjoined
19 will again violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule
20 10b-5(a) and (c) thereunder [17 C.F.R. § 240.10b-5].

21 **THIRD CLAIM FOR RELIEF**

22 **Unregistered Offer or Sale of Securities**

23 **Violations of Section 5 of the Securities Act**

24 86. Paragraphs 1-77 are realleged and incorporated by reference herein.

25 87. No registration statement had been filed or was in effect with the SEC
26 for any of the security-based binary options offered or sold through the Porter
27 Brokers, their call center and Defendants.

28

1 88. Defendants, by engaging in the conduct described above, directly or
2 indirectly, made use of means or instruments of transportation or communication in
3 interstate commerce or of the mails to offer to sell or to sell such securities.

4 89. By reason of the foregoing, Defendants violated, and unless enjoined
5 will again violate, Section 5 of the Securities Act [15 U.S.C. §§ 77e].

6 **FOURTH CLAIM FOR RELIEF**

7 **Control Person Liability under Section 20(a) of the Exchange Act for the**
8 **Porter Brokers' and Call Centers Operations' Violations of Section 10(b)**

9 90. Paragraphs 1-77 are realleged and incorporated by reference herein.

10 91. At all times relevant hereto, each of the Defendants was a control person
11 of the Porter Brokers and the Call Center Operations for purposes of Section 20(a) of
12 the Exchange Act [15 U.S.C. § 78t(a)], directly or indirectly controlling them.

13 92. The Porter Brokers and the Call Center Operations, directly or indirectly,
14 by use of the means or instruments of interstate commerce, or of the mails, or the
15 facility of a national securities exchange, in connection with the purchase or sale of
16 securities, and with knowledge or recklessness: (a) employed devices, schemes, or
17 artifices to defraud; (b) made untrue statements of material fact or omitted to state
18 material facts necessary to make the statements made, in light of the circumstances
19 under which they were made, not misleading; and/or (c) engaged in acts, practices, or
20 courses of business which operated or would operate as a fraud or deceit upon any
21 person; and thereby each committed violations of Section 10(b) of the Exchange Act
22 [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

23 93. Defendants cannot establish that they did not directly or indirectly
24 induce the acts of the Porter Brokers and the Call Center Operations that constitute
25 violations of Section 10(b) of the Exchange Act and Rule 10b-5, nor that they acted
26 in good faith.

27 94. Defendants are therefore liable as controlling persons under
28 Section 20(a) of the Exchange Act to the same extent as the Porter Brokers and their

1 call centers would be liable for violations of Section 10(b) of the Exchange Act and
2 Rule 10b-5 thereunder.

3 **FIFTH CLAIM FOR RELIEF**

4 **Control Person Liability under Section 20(a) of the Exchange Act for the**
5 **Porter Brokers' and Call Centers Operations' Violations of Section 15(a)**

6 95. Paragraphs 1-77 and 91 are realleged and incorporated by reference
7 herein.

8 96. By engaging in the conduct described above, the Porter Brokers and the
9 call centers: (a) engaged in the business of effecting transactions in securities for the
10 account of others; and (b) directly or indirectly, made use of the mails or the means or
11 instrumentalities of interstate commerce to effect transactions in, or to induce or
12 attempt to induce the purchase or sale of, securities without being registered as a
13 broker or dealer with the SEC or associated with a broker or dealer registered with
14 the SEC; and thereby each committed violations of Section 15(a) of the Exchange
15 Act [15 U.S.C. § 78o(a)].

16 97. Defendants cannot establish that they did not directly or indirectly
17 induce the acts of the Porter Brokers and the Call Center Operations that constitute
18 violations of Section 15(a) of the Exchange Act, nor that they acted in good faith.

19 98. Defendants are therefore liable as controlling persons under
20 Section 20(a) of the Exchange Act to the same extent as Porter Brokers and their call
21 centers would be liable for violations of Section 15(a) of the Exchange Act.

22 **SIXTH CLAIM FOR RELIEF**

23 **Aiding and Abetting the Porter Brokers' and Call Center Operations'**
24 **Violations of 10(b) of the Exchange Act**

25 99. Paragraphs 1-77 and 92 are realleged and incorporated by reference
26 herein.

27 100. Under Section 20(e) of the Exchange Act [15 U.S.C. § 78t(e)], any
28 person that knowingly or recklessly provides substantial assistance to another person

1 in violation of a provision of the Exchange Act, or of any rule or regulation issued
2 thereunder, shall be deemed to be in violation of such provision to the same extent as
3 the person to whom such assistance is provided.

4 101. Each Defendant knowingly or recklessly provided substantial assistance
5 to violations of Section 10(b) of the Exchange Act and Rule 10(b)-5 thereunder by
6 the Porter Brokers and their call centers.

7 102. By reason of the foregoing, Defendants are liable for violations of
8 Section 10(b) of the Exchange Act and Rule 10(b)-5 by the Porter Brokers and their
9 call centers to the same extent as each of the Porter Brokers and their call centers
10 would be liable for their own violations and, unless enjoined, will again violate
11 Section 10(b) of the Exchange Act and Rule 10(b)-5 thereunder.

12 **SEVENTH CLAIM FOR RELIEF**

13 **Aiding and Abetting the Porter Brokers' and Call Center Operations'**

14 **Violations of Section 17(a) of the Securities Act**

15 103. Paragraphs 1-77 are realleged and incorporated by reference herein.

16 104. The Porter Brokers and their call center, by engaging in the conduct
17 described above, in the offer or sale of securities, by the use of means or instruments
18 of transportation or communication in interstate commerce or by use of the mails
19 directly or indirectly: (a) with scienter, employed devices, schemes, or artifices to
20 defraud; (b) negligently or with scienter, obtained money or property by means of
21 untrue statements of a material fact or by omitting to state a material fact necessary in
22 order to make the statements made, in light of the circumstances under which they
23 were made, not misleading; and (c) negligently or with scienter, engaged in
24 transactions, practices, or courses of business which operated or would operate as a
25 fraud or deceit upon the purchaser of such securities.

26 105. Under Section 15(b) of the Securities Act [15 U.S.C. § 77o(b)], any
27 person that knowingly or recklessly provides substantial assistance to another person
28 in violation of Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)], shall be

1 deemed to be in violation of such provision to the same extent as the person to whom
2 such assistance is provided.

3 106. Each Defendant knowingly or recklessly provided substantial assistance
4 to violations of Section 17(a) by the Porter Brokers and the Call Center Operations.

5 107. Defendants are therefore liable for violations of Section 17(a) of the
6 Securities Act to the same extent as each of the Porter Brokers and their call centers
7 would be liable for their own violations of Section 17(a) and, unless enjoined, will
8 again violate Section 17(a) of the Securities Act.

9 **RELIEF REQUESTED**

10 WHEREFORE, the SEC respectfully requests that this Court:

11 a) Find that Defendants committed the alleged violations;

12 b) Order Defendants to disgorge, with prejudgment interest, all ill-gotten
13 gains they received or derived from the activities set forth in this Complaint, and to
14 repatriate any ill-gotten funds or assets they caused to be sent overseas;

15 c) Order Defendants to pay civil penalties under Section 20(d) of the
16 Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15
17 U.S.C. § 78u(d)(3)];

18 d) Permanently enjoin Defendants from directly or indirectly violating
19 Sections 5 and 17(a) of the Securities Act [15 U.S.C. §§ 77e & 77q(a)] and Sections
20 10(b) and 15(a) of the Exchange Act [15 U.S.C. §§ 78j(b)] and Rule 10b-5 thereunder
21 [17 C.F.R. § 240.10b-5];

22 e) Permanently enjoin Defendants (including but not limited to, through
23 any entity they own, operate, manage or control) from: (a) directly or indirectly,
24 inducing or attempting to induce the purchase or sale of binary options, security-
25 based swaps, or other securities over the Internet, via email or other forms of
26 electronic communication; (b) directly or indirectly causing any person or entity to
27 engage in any activity that is for the purpose of inducing or attempting to induce the
28 purchase or sale of binary options, security-based swaps, or other securities over the

1 Internet, via email or other forms of electronic communication; (c) deriving
2 compensation from any activity inducing or attempting to induce the purchase or sale
3 of binary options, security-based swaps, or other securities over the Internet, via
4 email or other forms of electronic communication; and (d) but not prohibiting the
5 Defendants from buying or selling securities for their own personal accounts.

6 f) Retain jurisdiction over this action to implement and carry out the terms
7 of all orders and decrees that it may enter, or to entertain any suitable application or
8 motion for additional relief within the jurisdiction of this Court; and

9 g) Grant such other relief as may be necessary or appropriate.

10 Dated: July 12, 2021

Respectfully submitted,

11 /s/ *KENNETH W. DONNELLY*

12 _____
13 Kenneth W. Donnelly
14 Attorney for Plaintiff
15 Securities and Exchange Commission
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