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 12 *and Vivian Liu*

13 **UNITED STATES DISTRICT COURT**

14 **NORTHERN DISTRICT OF CALIFORNIA**

15 **SAN FRANCISCO DIVISION**

16 GOOPAL DIGITAL LIMITED, a British  
 17 Virgin Island company; and VIVIAN LIU,  
 18 an individual;

CASE NO.

COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs,

vs.

20 FRED JIN, an individual; BRAD BAO, an  
 21 individual; MAREN SCHWARZER, an  
 22 individual; XIN JIN, an individual;  
 23 MARTIJN BROERSMA, an individual;  
 24 FRANCOIS GRANADE, an individual;  
 25 CEREBELLUM NETWORK INC., a  
 26 Delaware corporation; INTERDATA  
 27 NETWORK LTD., a British Virgin  
 28 Islands company; CEF AI INC., a  
 Delaware company; and DOES 1 through  
 50, inclusive,

Defendants.

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## INTRODUCTION

1        1. Defendant Fred Jin (“Jin”) was the ringleader in one of the largest  
2 crypto frauds in history. Jin conspired with his family members to defraud the  
3 public in a classic “pump and dump” scheme, and, at the same time stole tens of  
4 millions of dollars from both investors and employees. The fraud worked like this.  
5 In 2019, Jin founded a new tech venture called the “Cere Network.” This start-up  
6 was supposed to use crypto blockchain technology to make customer data more  
7 private and secure. As part of this “network,” Jin created and marketed a crypto  
8 token that would later be known as the “Cere Token.” Jin promised tokens to  
9 employees as compensation for their work on the venture, and he also sold Cere  
10 Tokens to early-stage investors at discounted prices. The hope was that the Cere  
11 Tokens would rise in value after the token was “launched”—that is, become  
12 available to be bought and sold by the public on November 8, 2021.

14        2. In advance of the launch, Jin repeatedly promised that he, along with  
15 the other “insiders” and early investors at Cere Network, could *not* sell their  
16 tokens, which would be “unlocked” on a vesting schedule in the months after the  
17 launch. Jin’s promise served a purpose. It was to convince the public that Jin  
18 believed in the long-term success of Cere Network. It was also meant to reassure  
19 investors that Jin did not wish to promote the crypto token, only to sell his own  
20 tokens early, leaving later buyers holding a worthless asset.

21        3. But this is exactly what Jin did. While certain employees and  
22 investors had their Cere Tokens “locked” under the vesting schedule, Jin and his  
23 accomplices secretly sold over \$41 million in Cere Tokens on various crypto  
24 exchanges and transferred these funds into their personal wallets immediately after  
25 the tokens went “live” in November 2021.

26        4. Worse, Jin made numerous misrepresentations and false promises to  
27 lure early investors, many of whom were based in the U.S., in raising over \$42  
28 million for Cere Network. Jin later siphoned about \$16.6 million in investor funds

1 originally slated for Cere Network's operations. Jin moved these stolen funds into  
2 shell companies and accounts controlled by him and his accomplices, and he also  
3 gambled away millions of dollars in risky crypto trades.

4       5. To cover his tracks, Jin worked with a company convicted of market  
5 manipulation, Gotbit, which employed sophisticated internet "bots" to make it  
6 appear that more Cere Tokens were being traded. In reality, Jin manipulated the  
7 trading volume and engaged in what is known as "wash trading," designed to  
8 conceal the fraud and mask Jin's brazen theft of millions of dollars. However,  
9 rumors began to circulate that Jin and others were selling their assets, and the value  
10 of Cere Tokens plummeted. The tokens are now virtually worthless.

11       6. This insider "dump" caused the Cere Toke's price to plummet by over  
12 99%, wiping out the value of the venture and the holdings of its investors. Upon  
13 discovering the undisclosed token dumps and other misconduct, every independent  
14 advisor resigned between April and May 2023. Meanwhile, employees and  
15 investors such as Plaintiffs—who performed work on the venture and relied on  
16 Jin's promises—have been left holding the bag. Plaintiffs relied on Defendants'  
17 assurances that Cere was already profitable, had Fortune-1000 enterprise contracts,  
18 and was on the verge of launching—representations that they knew were false and  
19 misleading. Jin's conduct with Cere reflects a pattern of fraud: launching  
20 ventures, raising funds on inflated claims, and then quietly abandoning them for  
21 the next project. Plaintiffs would later learn that Jin had launched Funler (mobile  
22 gaming company) in 2015, Bitlearn (education-blockchain platform) in 2017, and  
23 Cere Network (data storage and crypto) in 2019, Cef AI (artificial intelligence) in  
24 2024. Each time, Jin abandoned investors when the business became difficult.

25       7. Including compensatory damages alone of over \$24 million (\$9.4  
26 million for Plaintiff Vivian Liu and \$15.66 million for Plaintiff Goopal Digital  
27 Limited), Plaintiffs are entitled to **\$100 million** in total compensatory and punitive  
28 damages, commensurate with the sheer scale and size of the fraud perpetrated by

1 Defendants.

2 **THE PLAINTIFFS**

3 8. Plaintiff Goopal Digital Limited (“Goopal”) is a corporation  
 4 incorporated in the British Virgin Islands and is a citizen of the British Virgin  
 5 Islands. Goopal is an investment group with its principal place of business in  
 6 Santa Clara County, California.

7 9. Plaintiff Lujunjin “Vivian” Liu (“Liu”) is an individual and citizen of  
 8 California. Ms. Liu lives in Cupertino, California in Santa Clara County.

9 **THE DEFENDANTS AND THEIR ROLES IN THE SCHEME**

10 10. Jin is an individual and citizen of California. Upon information and  
 11 belief, Jin is a resident of San Francisco, California. Jin is the head of the  
 12 fraudulent scheme detailed in this Complaint. He is a co-founder and served as the  
 13 Chief Executive Officer (CEO) of the Cere Network. The Cere Network is the  
 14 name of Jin’s technology and cryptocurrency venture that was, in reality, a classic  
 15 example of “pump and dump” crypto fraud scheme. The scheme was perpetrated  
 16 by Jin and his co-conspirators and associates—which include Jin’s family  
 17 members, close associates, and various foreign and U.S.-based companies under  
 18 their control. These companies included Cere Network, Ltd., Interdata Network  
 19 Ltd., Cerebellum Network Inc., Opendata Network Foundation, Cere Holding AG,  
 20 BNW Network GmbH, Cere Network DAO, and CEF AI Inc. All of these  
 21 companies have been and/or continue to be operated and controlled by Jin and his  
 22 co-conspirators. Although other individuals may be listed as managing agents or  
 23 executives on corporate documents, Plaintiffs understand and believe that they are  
 24 all report and answer to Jin.

25 11. Defendant Maren Schwarzer (“Schwarzer”) is an individual and, upon  
 26 information belief, is a citizen of Germany. Plaintiffs are informed and believe  
 27 that Schwarzer is Jin’s wife, and Schwartz is the money mover in the fraudulent  
 28 scheme. At all relevant times, Plaintiffs are informed and believe that Schwarzer

1 served as the sole director of BNW Network GmbH (“BNW Network”—a  
2 German company established by Jin and Schwarzer. Schwarzer aided and abetted  
3 Jin in his misappropriation of investor funds for the Cere Network. Specifically,  
4 upon information and belief, Schwarzer helped form and run shell/affiliate entities  
5 such as BNW Network, which received and/or held proceeds, opened  
6 bank/exchange accounts; issued back-dated invoices; created sham “services” to  
7 justify transfers, and served as a signatory moving crypto assets across borders.  
8 Through BNW Network and her personal crypto exchange account, she received  
9 ill-gotten funds which she then used to pay for luxury real estate in Germany and  
10 Florida. Upon information and belief, Schwarzer also worked in concert with Jin’s  
11 brother, Xin Jin, to route millions of dollars of investor funds through Interdata  
12 Network Ltd. and into European bank accounts, and BNW Network was used to  
13 mask the origin and ultimate beneficiaries of these transfers. In doing so,  
14 Schwarzer aided and abetted Jin’s theft of investor funds. Schwarzer was a signer  
15 for the Cere Network token treasuries. Schwarzer signed off on many illicit  
16 transactions that Jin designed to misappropriate funds for personal use. These  
17 illicit transactions included \$16.6 million taken from the public sale to US  
18 investors and at least \$41.78 million worth of Cere Tokens that were sold from her  
19 and Jin’s other accomplices’ personal exchange wallets.

20       12. Defendant Xin Jin (“Xin Jin”) is an individual, and, upon information  
21 and belief, a resident and a citizen of California. Xin Jin is Jin’s brother. Xin Jin  
22 worked in operations for the Cere Network. He generated and held keys (*i.e.*,  
23 passcodes) needed to move the crypto tokens; transferred tokens from out of the  
24 company’s treasury; and coordinated with a “market maker”—an individual who  
25 earns money by providing liquidity and capturing spreads/fees. Upon information  
26 and belief, Xin Jin received and transferred substantial funds from the fraud and  
27 helped conceal the true source and destination of funds. Further, Xin Jin assisted  
28 Jin by, among other things, creating plans to incorporate multiple entities to evade

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1 taxes, operating as a signatory for the Cere Network token treasuries. Xin Jin  
2 signed off on many illicit transactions that Jin designed to misappropriate funds for  
3 personal use. These illicit transactions included \$16.6 million that was taken from  
4 the Republic public sale to US investors and at least \$41.78 million worth of Cere  
5 Tokens that were sold from her and Jin's other accomplices' personal exchange  
6 wallets.

7       13. Defendant Martijn Broersma ("Broersma") is an individual, and, upon  
8 information and belief, a citizen of the Netherlands. At all relevant times,  
9 Broersma served as the Chief Marketing Officer (CMO) of Cere Network.  
10 Broersma reported to Jin. In his role, Broersma helped promote Cere's  
11 decentralized structure and boasted of Fortune 500 clients. Upon information and  
12 belief, at Jin's behest, Broersma made knowingly false representations about Cere  
13 Network's technological capabilities and also about its client roster with revenue  
14 and profitability, which the company never had. Broersma also threatened and  
15 intimidated former employees and investors who complained about Cere Network.  
16 Broersma signed off on many illicit transactions that Jin designed to  
17 misappropriate funds for personal use. These illicit transactions included \$12  
18 million that was taken from the public sale to US investors and at least \$41.78  
19 million worth of Cere Tokens that were sold from her and Jin's other accomplices'  
20 personal exchange wallets

21       14. Defendant Brad Bao is an individual and, upon information and belief,  
22 a resident and citizen of California. Bao is best known as the co-founder and  
23 former CEO of the mobile scooter company known as Lime. Based on public  
24 records, Bao and his companies have been embroiled in a string of lawsuits that  
25 include the following: a fraud action against the City of San Francisco; multiple  
26 class actions alleging gross negligence, public nuisance, and ADA violations;  
27 catastrophic-injury suits; a 46-plaintiff defect mass-tort; and an employment  
28 misclassification lawsuit that resulted in multi-million-dollar settlement in 2022.

1 Most significantly, venture fund Khosla Ventures IV is suing Bao for fraud and  
2 intentional interference over a collapsed \$30 million “acqui-hire” of Boosted, Inc.

3       15. Upon information and belief, Bao has been a board member of Cere  
4 Network as a purported “independent” advisor. Bao lent credibility and approved  
5 the wrongdoing, despite knowing they the representations made by Jin were  
6 fraudulent. Upon information and belief, Bao accepted a “director’s fee” from  
7 Cere Network and actually received an early investor allocation of crypto tokens as  
8 compensation from Jin. In his role, Bao obtained insider knowledge of the  
9 fraudulent scheme, promoted and lent his reputation to the Cere Network, and  
10 profited from the scheme. Upon information and belief, Bao approved many  
11 transactions that Jin designed to misappropriate funds for personal use. These  
12 illicit transactions included \$16.6 million that was taken from the public sale to US  
13 investors and at least \$41.78 million worth of Cere Tokens that were sold from her  
14 and Jin’s other accomplices’ personal exchange wallets. Later Bao turned a blind  
15 eye to the accounting fraud that Jin conducted to cover up the scheme.

16       16. Upon information and belief, Defendant Francois Granade  
17 (“Granade”) is an individual residing in California and France. Upon information  
18 and belief, Granade is a longstanding associate of Jin. Granade, and at all relevant  
19 times, is believed to have received compensation and other benefits to be a  
20 member of the board of directors of Cerebellum Networks, Inc. Granade held  
21 himself out as an independent director and fiduciary of the Company and owed  
22 duties of care and loyalty to Cere and its stakeholders. During the relevant period,  
23 Granade served on the Cere board alongside Jin and Bao. Plaintiffs are informed  
24 and believe that Grenade was aware of misappropriation, undisclosed related-party  
25 transactions, and the absence of basic financial controls and financial statements  
26 and accountings.

27       17. Defendant Cerebellum Network Inc. (“Cerebellum”) is a corporation  
28 incorporated in Delaware. Cerebellum is a shell company that was used to receive

1 and/or send illicit funds from Defendants' fraudulent scheme. Upon information  
2 and belief, Jin is the ultimate beneficial owner of Cerebellum.

3       18. Defendant Interdata Network Ltd. ("Interdata") is a corporation  
4 incorporated in the British Virgin Islands ("BVI"). Interdata is a shell company  
5 and U.S. controlled foreign entity that was used to receive and/or send illicit funds  
6 and tokens from Defendants' fraudulent scheme. Upon information and belief, Jin  
7 is the ultimate beneficial owner of Interdata.

8       19. Defendant CEF AI, Inc. ("CEF AI") is a corporation incorporated in  
9 Delaware. CEF AI is a start-up company owned and controlled by Jin that was  
10 used to receive and/or send illicit funds from Defendants' fraudulent scheme.  
11 Upon information and belief, Jin used and is using illicit proceeds from the  
12 fraudulent scheme involving Cere Network to fund his new start-up venture, CEF  
13 AI.

14       20. The true names of Defendants DOES 1 through 50, and ABC CORPS.  
15 1 through 50, inclusive, are unknown, and Plaintiffs sue them by such fictitious  
16 names under California Code of Civil Procedure § 474. Plaintiffs allege that each  
17 Defendant designated as a Doe Defendant is legally responsible to it for the  
18 damages alleged herein. When Plaintiffs ascertain the true names, involvement,  
19 and capacities of DOES 1 through 50 and ABC CORPS. 1 through 50 inclusive, it  
20 will seek leave to amend the Complaint. At all times relevant times each  
21 Defendant, whether fictitiously named or otherwise, was the agent, servant, or  
22 employee of the others, and was acting within the scope of such agency, enterprise,  
23 relationship, services, or employment.

24       21. Defendants are liable for the obligations of each other as alter egos  
25 because they each treated the other entities as their own. As noted herein, the  
26 Defendants disregarded the corporate form of the numerous entities they created  
27 and helped control, commingled funds, and freely passed patients back and forth  
28 between them seemingly at random to maximize payments. They also created

1 these entities, in whole or in part, for an improper purpose, including the  
 2 perpetration of the fraudulent scheme alleged herein. It would therefore be unjust  
 3 to recognize the individual defendants as separate from the entity defendants.  
 4 Given this relationship, all allegations can be applied equally between the  
 5 individual defendants and the entity defendants.

6       22. Defendants also liable as alter egos of each other as they worked  
 7 together to monetize the fraudulent conduct through the secret transfer of investor  
 8 funds and the secret sale of tokens held in violation of their agreements to hold the  
 9 tokens.

10      23. Defendants formed a group of more than two people that amounted to  
 11 a civil conspiracy. They agreed and conspired to commit the acts set forth herein.  
 12 They worked together by, for example, performing individual tasks in concert to  
 13 cause the secret transfer of investor funds and the secret sale of tokens held in  
 14 violation of their agreements to hold the tokens. As such, each Defendant that did  
 15 not physically commit the tort themselves shared with the immediate tortfeasor a  
 16 common place or design in its preparation. They are thus jointly and severally  
 17 liable for all damages arising from the conspiracy.

18      24. Each Defendant knew of the misconduct alleged herein, actively  
 19 participated in the scheme(s), and provided substantial assistance or  
 20 encouragement to the other tortfeasors. When they undertook to provide substantial  
 21 assistance or encouragement to other tortfeasors, they knew the conduct was  
 22 tortious. As such, each Defendant is liable for all torts committed as part of the  
 23 scheme.

#### **JURISDICTION AND VENUE**

24      25. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §  
 25 1331 and supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28  
 26 U.S.C. § 1367.

27      26. Venue is proper in the Northern District of California under 28 U.S.C.  
 28

1 § 1391 because a substantial part of the events or omissions giving rise to  
 2 Plaintiffs' claims occurred in this judicial district.

### 3 **FACTUAL BACKGROUND**

#### 4 **A. Fred Jin Launches The Cere Network And The Cere Token.**

5 27. In 2019, Vivian Liu was introduced to a technology entrepreneur  
 6 named, Fred Jin. At the time, Liu had experience working with cryptocurrencies,  
 7 fundraising for crypto ventures, and creating crypto products. Jin had launched  
 8 two online companies that had eventually failed.

9 28. Jin spoke to Liu about a new venture in the crypto space known as the  
 10 Cere Network. Jin promised Liu that he had a connection with a prominent  
 11 cryptocurrency company, Binance, and that Cere Network would be listed on its  
 12 exchange within six months. Jin further promised that Liu would get her return  
 13 back on her investment with profits. Based on his promises, Liu agreed to work  
 14 with Jin, only if he promised to dedicate 100% of his time to the Cere Network  
 15 project. Jin made this promise to Liu.

16 29. Jin promoted Cere Network to Liu and others as a “decentralized”  
 17 data cloud (DDC) platform. Cloud platforms allow businesses or individuals to  
 18 store, manage, and process large amount of data on remote servers that can be  
 19 accessed on the internet. Amazon Web Services (“AWS”) or Microsoft’s Azure  
 20 are examples of two popular cloud data platforms where data is stored in  
 21 centralized data centers controlled by a specific company.

22 30. Unlike these platforms, Cere Network promoted its plan to use  
 23 “blockchain” technology to capture, store, and share user and customer data more  
 24 securely. The “blockchain” is essentially an electronic ledger that records  
 25 transactions across multiple computers so that registered transactions cannot be  
 26 altered. Blockchain technology underpins cryptocurrencies such as Bitcoin and  
 27 Ethereum.

28 31. Cere Network claimed that its blockchain technology would facilitate

1 data cloud storage across multiple independent servers that would operate as a  
 2 network. This would enable businesses to own and better control their customer  
 3 data, thereby making that data more secure and private.

4       32. Cere Network's blockchain technology would rely on a crypto token  
 5 known as the Cere Token. Cryptocurrencies such as Bitcoin operate on their  
 6 native or original blockchains, but they can also be used as a means of payment  
 7 across different blockchains. Essentially, Bitcoin can operate as a digital currency.

8       33. Crypto tokens such as the Cere Token are different. A crypto token is  
 9 a digital asset created on a blockchain. A developer of a token creates what is  
 10 called a "smart contract"—computer code that defines certain characteristics of  
 11 that token. This could include the total supply of tokens, the rules for creating or  
 12 "minting" new tokens, and the rules for how the tokens can be transferred. The  
 13 tokens represent units of value, and they can be used as currency for transactions or  
 14 getting access to a product.

15       34. The Cere Token was specially designed for and would be an integral  
 16 part of the Cere Network. It was promoted as a means to pay for services and  
 17 transactions, provide a structure for governance (*e.g.*, holders have certain voting  
 18 rights), and incentivize participation into the Cere Network.

19       35. In this sense, the Cere Token was a "native-utility" token. This is a  
 20 type of cryptocurrency that is "native" to the Cere Network operations. This is in  
 21 contrast to Bitcoin or Ethereum, both of which have broader uses across different  
 22 networks.

23       **B. Liu Is Employed As An "Advisor" Of Cere Network And Also Becomes**  
 24       **An Early Investor In Cere Network.**

25       36. To help launch the Cere Network and the Cere Token, Jin needed  
 26 investors and capital. Generally speaking, potential early-stage investors in a  
 27 crypto venture are offered tokens at a discounted price before the tokens are  
 28 "launched" to the general public in what is called an Initial Coin Offering ("ICO").

1 Investors can buy these tokens in private and public sales before the ICO. Cere  
 2 Token implemented this approach.

3       37. To do so, Jin wanted Liu to lure in private investors and also assist in  
 4 the building and development of the Cere Token. Jin described the role to Liu as a  
 5 senior strategic advisor covering execution strategy, token planning, and  
 6 fundraising.

7       38. Given Liu's background, Jin hired Liu to provide services, and Liu  
 8 executed the Advisor Agreement dated July 23, 2019 ("Advisor Agreement").

9       39. The Advisor Agreement was countersigned by Cere Network, Inc. In  
 10 2025, Liu recently discovered that the entity known as Cere Network, Inc. did not  
 11 appear to be listed as a registered company in either California or Delaware, and  
 12 there is no evidence that this entity ever existed as named.

13       40. Under the Advisor Agreement, Liu agreed to "consult with and  
 14 advise" the company on (1) "[s]trategy on company short term and long term  
 15 execution plans", (2) "[f]undraising, BD, marketing, and technical support and  
 16 introductions to investors", and (3) [a]dvising and sharing best practices relating to  
 17 token issuance, governance, security, and community/marketing." These services  
 18 were core to Cere Network and essential to launching the Cere Token. A true and  
 19 correct copy of the Advisor Agreement is attached hereto as **Exhibit A**.

20       41. As compensation for her services, Liu was promised 0.2% of the total  
 21 network of Cere Tokens. This amount was estimated to be approximately 20  
 22 million tokens based on the supply of 10 billion network tokens to be issued to the  
 23 general public in total. The Cere Tokens were to be "finalized by the token  
 24 launch/listing date." Liu would receive the Cere Tokens on a 2-year vesting  
 25 schedule, vested monthly upon services provided. As for distribution of the  
 26 tokens, Liu was to receive the Cere Tokens in 3 tranches: "10% upon tokens listed  
 27 on exchange, 40% after 6 months of listing, 50% 1 year after that."

28       42. From July 2019 through the end of 2021, Liu performed the agreed

1 services. Liu prepared pitch decks and prepared roadmaps and milestones in  
2 advance of the launch. Liu also introduced Jin and Cere Network to potential  
3 investors, reviewed business development pitches, and attended investor meetings.  
4 Liu further provided advice on security audits, community design, and governance  
5 design for the issuance of the token.

6       43. On average, Liu worked about 10-20 hours per week, with spikes in  
7 work before the key launch dates and fundraising deadlines. Liu estimates that she  
8 worked about 300 to 400 hours in providing services for Jin and Cere Network.

9       44. The work that Liu performed was in California, where she resides.

10      45. During 2020 and 2021, Jin made numerous representations to Liu that  
11 she relied in performing services relating to the Cere Network. Each of these  
12 representations would later turn out to be false. Jin's representations to Liu  
13 included the following:

- 14       a. Jin assured Liu that the project's leadership was committed to long-  
15 term success and that any token allocations to himself and other  
16 "insiders" (e.g., founders, the project team, and advisors) were subject  
17 to strict "lock-up" provisions. These "lock-up" provisions were meant  
18 to align the insiders' interests with those of investors and to guard  
19 against investors' concerns that insiders could sell or "dump" their  
20 tokens on the open market and leave the investors holding the tokens  
21 immediately after launch.
- 22       b. Jin represented that no insider would dump tokens on the market upon  
23 launch and that the token's distribution and supply were carefully  
24 managed to protect investors from dilution or manipulation.
- 25       c. Jin represented that Cere Network had multiple Fortune 500  
26 customers where Cere Network received revenue from and the  
27 business was profitable.
- 28       d. Jin told Liu that her tokens would be a valuable stake in the project's

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future, and that the project's valuation would grow as Cere Network built its technology and partnerships, including with Expedia and other companies.

e. Jin assured Liu that funds raised (including her investment) would be used for development of the platform.

46. Based on Jin's representations, Liu provided services for Jin and the Cere Network. Unbeknownst to Plaintiffs, Defendant Fred Jin had established a recurring pattern of fraudulent business conduct. That pattern involved launching a new venture, raising funds under false pretenses, maintaining appearances until insiders extract value, and then abandoning the enterprise to start the next. This pattern first appeared with Funler, then with BitLearn, and later replicated with Cere Network. Each time, Jin solicited investments and commitments by misrepresenting enterprise traction, client adoption, and sustainability.

47. Plaintiffs were unaware of the true nature of these prior failures. Jin misrepresented Funler and Bitlearn as strategic pivots or successes, rather than as failed, abandoned enterprises that left stakeholders harmed. By portraying Cere as backed by supposed Fortune-1000 clients, sustainable revenues, and a 50+ person team, Defendants induced Liu to invest her time into Cere and Goopal to invest into Cere. Defendants' conduct reflects a deliberate pattern of fraudulent conduct.

C. **Jin Raises \$42.96 Million From Investors Through Pre-Sales Of Cere Tokens.**

48. Through Cere Network's affiliated companies, including Interdata, Jin raised about \$42.96 million. These amounts came from both private and public investors between 2019 and April 2021.

49. Approximately \$14.66 million of the \$42.96 million was raised in private deals called “Simple Agreement for Future Tokens” or “SAFTs.” SAFTs allow investors to buy future tokens from a crypto venture before the tokens are launched or distributed, typically at prices that investors hope is lower than what is

1 later sold to the general public on and after the launch date.

2       50. The other \$28.3 million of the \$42.96 million came from retail  
 3 investors who invested in the Cere Tokens on public investment platforms such as  
 4 Republic, DAO Maker, and Polkastarter. These investment platforms allow  
 5 individuals to invest in early-stage blockchain projects, token sales, and other  
 6 offerings. There were over 5,000 retail investors in the Cere Token, including U.S.  
 7 investors. Sale prices for the Cere Tokens in these early purchases ranged from 2  
 8 cents to 3.5 cents per token.

9       51. In the United States, crypto tokens are generally considered  
 10 “securities” such as a stock. As a result, companies raising money for crypto  
 11 ventures register the crypto token with the U.S. Securities and Exchange  
 12 Commission (“SEC”) and follow the laws and rules governing the sale of  
 13 securities.

14       52. However, Regulation D of Rule 506(c) (“Reg D”) is a set of SEC  
 15 rules permitting companies to raise money by selling securities without registering  
 16 them with the SEC, so long as the investors are “accredited.” Selling securities to  
 17 these “accredited” investors allow companies to bypass SEC registration. By  
 18 selling Cere Tokens to accredited investors under Reg D, Jin did not have to  
 19 register the Cere Tokens with the SEC, but Jin and Cere Network could still face  
 20 liability for material misstatements.

21 **D. Plaintiff Goopal Was One Of The Early Investors In Cere Tokens.**

22       53. Liu, through her investment company, Goopal, became an investor in  
 23 Cere Network.

24       54. Goopal entered into an agreement with Cere Network (BVI) Ltd.,  
 25 which included its successors and assigns, entitled the “Cere Token Sale  
 26 Agreement” dated July 8, 2019 (“Cere Token Agreement”). In 2025, Liu recently  
 27 discovered that she could not find evidence that an entity named, “Cere Network  
 28 (BVI), Ltd.” was ever registered BVI or the United States, and there is no evidence

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1 that this entity ever existed as named. A true and correct copy of the Cere Token  
 2 Sale Agreement is attached hereto as **Exhibit B**.

3       55. Under the Goopal Agreement, Goopal purchased 33,333,333 Cere  
 4 Tokens for \$100,000.00 or at 0.3 cent per Cere Token. Jin agreed to release the  
 5 Cere Tokens to Goopal in three tranches: 33% upon the ICO when the Cere Token  
 6 would be launched, 33% 6 months after the IEO, and 33% one year after the ICO.

7       56. In the Goopal Agreement, and based on public representations, Cere  
 8 Network stated that the total amount of Cere Tokens was 10 billion. The manner  
 9 of payment for the Cere Token was stated as “USDT” which is otherwise known as  
 10 “stablecoin.”

11       57. USDT or stablecoin is a digital currency that is pegged at the value of,  
 12 and is backed by, the U.S. dollar. This is unlike Bitcoin and other crypto  
 13 currencies that are untethered from the U.S. dollar or other traditional currencies.  
 14 USDT exists on the Ethereum blockchain and other blockchains; it is commonly  
 15 used as a crypto token or digital currency across multiple platforms.

16       58. In or around July 2019, Goopal sent USDT in the equivalent amount  
 17 of \$100,000 to a digital wallet owned and controlled by Cere Network as set forth  
 18 in the Goopal Agreement.

19       E. **Defendants Raise Over \$42 Million As Of The November 2021 Initial**  
 20           **Coin Offering.**

21       59. In public documents in advance of the early investment rounds, Jin  
 22 announced details about the Cere Token and the rules by which they could be  
 23 bought and sold. These rules are known in the crypto industry as “tokenomics.”

24       60. Of the 10 billion total of Cere Tokens, Plaintiffs were told by Jin that  
 25 the following groups owned the percentage of Cere Tokens as follows: (1) public  
 26 investors from sales on investment platforms such as Republic received about 11%  
 27 or 1.1 billion tokens; (2) “Enterprise Partners” received 9% or 900 million tokens,  
 28 (3) “Development Outreach” received 8% or 800 million tokens, (4) “Network

1 Development” received 8.3% or 830 million tokens, (5) “Grants” received 4.9% or  
 2 490 million tokens, (6) “Marketing” received 5% or 500 million tokens, (7) the  
 3 internal leadership team, including Jin, received 5% or 500 million tokens, (8)  
 4 “Advisors” such as Plaintiff received 6% or 600 million tokens, (9) the  
 5 “Foundation” received 5% or 500 million tokens, (10) private sale investors  
 6 receive 20.8% or 2.08 billion tokens, and (11) “ERC20 Staking Rewards” received  
 7 5% or 500 million tokens.

8       61. Of the 10 billion tokens, all but a small portion of the Cere Tokens  
 9 from the public sales were “unlocked” (and therefore could be sold) at the time of  
 10 the ICO. The other categories of owners of the Cere Tokens had their tokens  
 11 “locked” by Jin to prevent the owners from selling their tokens until at least 3  
 12 months *after* the ICO. The leadership team and the advisors had longer vesting  
 13 schedules, so that their tokens would not vest until at least 6 months after the IEO.

14       62. In April 2021, Jin and Broersma published and released to the public a  
 15 document known as the Cere Network Tokenomics in advance of the investor  
 16 sales, Cere Network described the distributions of Cere Tokens as follows:

## 17                  **Token Distribution**

19 Round	20 Lockup (measured from the Token Release Date)	21 Description
Enterprise Partners	20% quarterly unlock	Given Cere’s enterprise adoption focus, the Cere team is working closely with industry thought-leaders/influencers to evangelize the Cere solution to targeted enterprises in Cere’s focus verticals.
Developer Outreach	20% quarterly unlock	To drive adoption of the Cere Network and its open data marketplaces, the developer outreach allocation will be used for recruiting reputable network evangelists to pursue their communities into joining the Cere Marketplaces, bounty programs, hackathons and other developer/engineer related activities.
Network development	18.75% quarterly unlock	Network/marketplace development and optimization, Market makers, blockchain integrators, partnering projects and other ecosystem-related activities.
Grants	Quarterly unlocks over a period of 27 months	Cere Network will run various expert Grant campaigns amongst developers to embrace the company’s decentralized ethos.
Marketing	Quarterly unlocks over a period of 27 months	The marketing & community allocation will be used to execute (decentralized) community marketing strategies.
Team	2.8% unlock monthly after 9 months	Cere Network team
Advisors	5.6% unlock monthly after 9 months	Cere Network advisors
Foundation	Quarterly unlocks over a period of 27 months	Cere Network foundation



1       **F. Defendants’ Defraud Liu And Other Investors.**

2           **1. Jin Makes False Misrepresentations To Liu And The Public.**

3       63. In or around July 2019, Jin told Liu that she would receive Cere  
 4 Tokens for her services for the Cere Token. Jin also told Liu, as a representative of  
 5 Goopal, that the company would receive Cere Tokens in exchange for its early  
 6 investment in the Cere Token. Jin further boasted to Liu that the Cere Network  
 7 had secured partnerships, was making progress on the product, and that the  
 8 investor funds were being spent prudently.

9       64. Jin promised that the leadership team and other “insiders” at Cere had  
 10 agreed to adhere to a strict vesting schedule for the Cere Tokens. Specifically, Jin  
 11 represented to Plaintiffs and non-public investors that the leadership team  
 12 (including himself) and insiders could not sell their Cere Tokens on the market  
 13 until months after the ICO.

14       65. All of these representations made by Jin to Liu turned out to be false.

15       66. From 2019 through 2025, Jin and his accomplices made false  
 16 representations and/or grossly exaggerated claims about the Cere Network and  
 17 Cere Token to the public. As described below, these misstatements span five key  
 18 categories: (a) claims of having Fortune 500/enterprise clients; (b) statements  
 19 about decentralized autonomous organization (“DAO”) governance and project  
 20 decentralization; (c) statements regarding the Cere Token’s utility and adoption;  
 21 (d) representations of the project’s technical readiness; (e) statements about Cere  
 22 Network’s professed transparency and roadmap commitments; and (f) statements  
 23 about company employee count, stability, and culture.

24       a.       **Enterprise Client Claims.** Jin and Cere Network made numerous  
 25 public statements that Cere Network had secured major clients and  
 26 revenue. For example, on April 7, 2021, Cere Network announced via  
 27 a blog, Medium, that it was “already working with a number of  
 28 Fortune 1000 customers.” In a July 2021 “Ask Me Anything” or

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1 “AMA” live forum hosted on popular social media platform Reddit  
2 for investors, Jin and Broersma claimed that Cere Network was  
3 “running projects with Fortune1000 companies” and that those  
4 contracts had made Cere Network “already in the profitable stage.”  
5 However, no such Fortune 500 or 1000 company adopted Cere  
6 Network at the time of these statements. Cere Network had not  
7 publicly disclosed any real Fortune 500 company deployments or  
8 revenue-generating enterprise use of its platform. These claims were  
9 false and misleading, designed to create the illusion of significant  
10 enterprise traction and to bolster investor confidence.

- 11 b. **Token Utility and Adoption.** Jin and his accomplices exaggerated  
12 the utility, adoption, and readiness of the Cere Token. For example,  
13 in a June 2020 public AMA, Jin and Cere Network proclaimed that  
14 the path to mass adoption was through enterprise clients and assured  
15 the community that “at this rate, we’ll have immediate and sustainable  
16 growth and adoption post [the] alpha main-net launch.” Jin and Cere  
17 Network also marketed Cere Network as a rare blockchain project  
18 with “actual products and real-world clients.” The implication was  
19 that the Cere Token was already broadly utilized in enterprise settings.  
20 However, these statements were false. In 2020 and 2021, Cere’s pre-  
21 launch network known as an “alpha” network had no meaningful user  
22 base or enterprise usage of the Cere Token. There was no  
23 “immediate” adoption that materialized after the initial network  
24 launch. The token’s touted utilities (*e.g.* powering a “SaaS-DeFi  
25 ecosystem” and being used for staking/governance) were largely  
26 theoretical or in early-stage testing. By painting a false picture of  
27 robust token utility and imminent mass adoption, Defendants intended  
28 to inflate investor expectations and token demand.

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1       c. **Technical Readiness.** Jin and his accomplices misrepresented Cere  
2 Network’s technical progress and readiness for deployment. In  
3 September 2021, leading up to a token listing in November 2021, Jin  
4 and Cere Network represented to the public that Cere Network’s  
5 “mainnet”—or fully operational version of its blockchain—was  
6 “launching quickly” and that the team would be “fully ready to  
7 supercharge the adoption of our ecosystem” immediately after launch.  
8 Jin highlighted the imminent release of Cere Network’s “enterprise  
9 and NFT solutions” and claimed the platform was essentially  
10 production-ready. In reality, Cere’s “mainnet” was still in a limited  
11 beta/alpha phase at that time, with only a handful of test participants  
12 and no open enterprise use. Key features such as data cloud  
13 integrations, security audits, and stable network operations were  
14 unfinished. Far from “fully ready,” the network would remain in  
15 development for years beyond 2021.

16       d. **Transparency and Roadmap Contradictions.** In early 2022, Jin  
17 and his accomplices publicly announced specific roadmap milestones:  
18 Cere Network planned a public mainnet beta release by Q1 2022 and a  
19 “full mainnet” launch by May 2022. Investors were told that Cere  
20 was on track to deliver these milestones. However, none of these  
21 deadlines were met. The May 2022 full launch came and went without  
22 a fully operational mainnet released to the public. Instead, Defendants  
23 pushed the timeline back repeatedly – introducing a revised “Vision  
24 2.0” and new launch targets in late 2022 and 2023. Despite claiming  
25 that Cere Network’s community portal would offer “full  
26 transparency,” Defendants failed to disclose why roadmap promises  
27 were broken or how they would be remedied.

28       e. **DAO Governance & Decentralization.** Jin and his accomplices

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1 misrepresented the extent of Cere Network’s decentralization and  
2 community governance. In late 2023, as Jin and his accomplices  
3 belatedly launched a DAO, Cere Network advertised “decentralized,  
4 inclusive, and transparent governance where every member has an  
5 equal voice in determining Cere’s trajectory.” A Cere Network public  
6 post touted the DAO launch as “a significant step towards 100%  
7 decentralization of governance.” However, the reality was that,  
8 throughout 2019–2023, Cere Network’s governance remained  
9 overwhelmingly centralized in the hands of its founders and insiders.  
10 The promise that “no single entity has disproportionate influence” was  
11 untrue. For most of the project’s life, Jin and his accomplices  
12 controlled the network’s development, treasury, and decision-making.

13 **2. Jin Secretly Liquidates The Cere Tokens That Were Supposedly  
14 Locked.**

15 67. On or about October 31, 2021, 10 billion Cere Tokens were  
16 “minted”—that is, the digital tokens were registered and created as a unique token  
17 on the Ethereum blockchain. The newly created Cere Tokens were held in  
18 “wallets” under the control of Jin.

19 68. After being minted, Jin caused the transfer of the Cere Tokens to the  
20 treasury address of **[0x218F4947c58A8F2BC8F2f0ccd59494992c6d640f]**. This  
21 treasury address, which is publicly viewable on the blockchain, served as the initial  
22 custodial point for the substantial volume of Cere Tokens before their distribution  
23 and sale. The funds held in this treasury address were supposed to be used for the  
24 benefit of the Cere Network.

25 69. As scheduled, the public launch or “ICO” of the Cere Tokens took  
26 place on November 8, 2021. On that date, Jin, Bao, Xin Jin, Broersma, and  
27 Schwarzer caused the Cere Tokens to be transferred to two centralized  
28 cryptocurrency exchanges: HTX Exchange and Kucoin Exchange. These

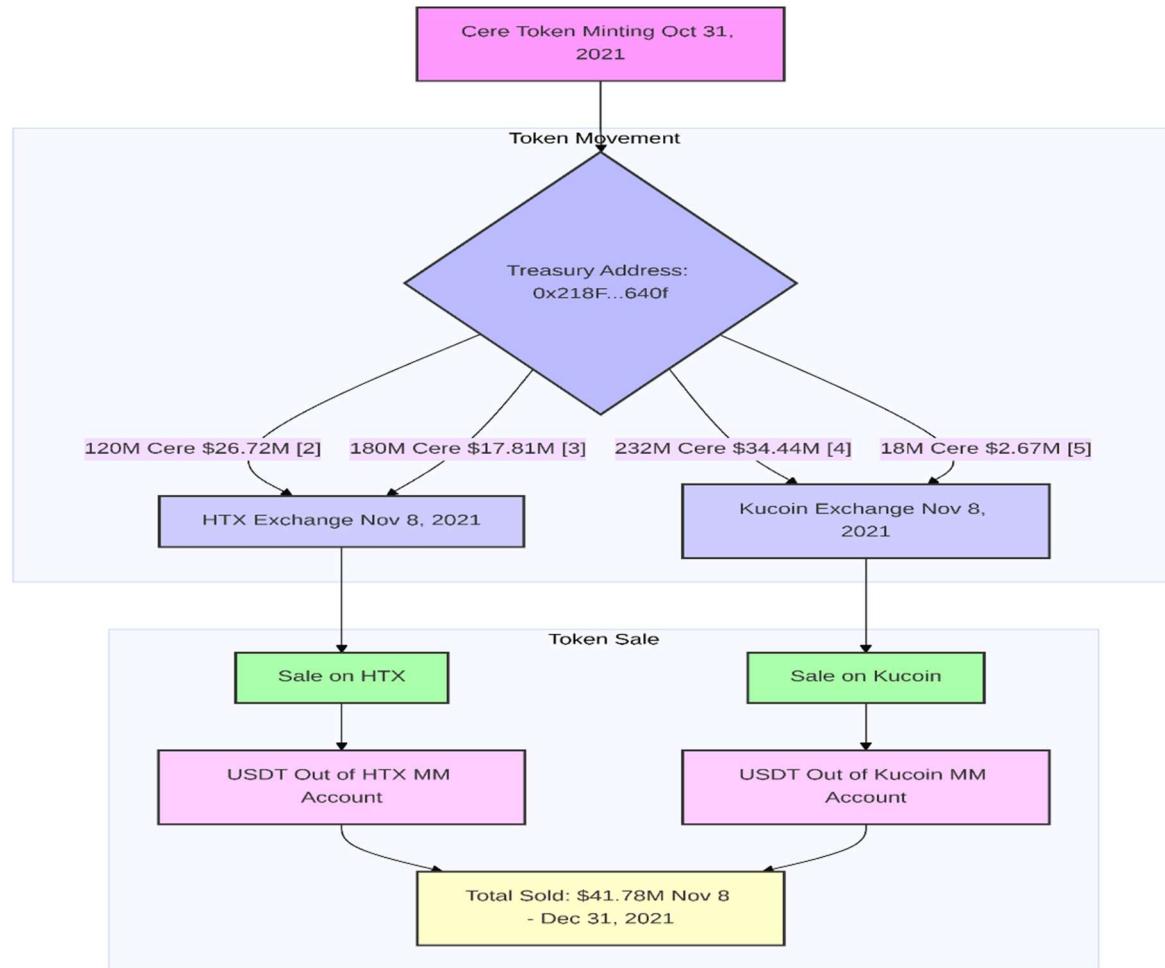
1 exchanges allow the buying and selling of cryptocurrencies and crypto tokens by  
 2 the public.

3       70. On November 8, 2021, Jin and his accomplices caused the following  
 4 tranches of Cere Tokens to be transferred from the treasury address to HTX  
 5 Exchange: 120 million Cere Tokens, valued at approximately \$26,720,000; and  
 6 (2) 180 million Cere Tokens, valued at approximately \$17,810,000. In total, Jin  
 7 caused 300 million of Cere Tokens to be transferred to the HTX Exchange valued  
 8 at \$44.53 million.

9       71. On November 8, 2021, Jin also caused the following tranches of Cere  
 10 Tokens to be transferred from the treasury address to Kucoin Exchange: (1)  
 11 232,000,000 Cere Tokens, valued at approximately \$34,440,000; and (2)  
 12 18,000,000 Cere Tokens, valued at approximately \$2,670,000. In total, Jin caused

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1 250 million Cere Tokens to be transferred to Kucoin Exchange valued at \$37.11  
2 million. The figure below shows the movement of Cere Tokens:

3 72. The list of transactions can be found on these URL addresses: (1)  
4 <https://etherscan.io/tx/0x580d647780cd9acd1d28ed8f104e7173f78d99fdafec64ca26bd87c69a36ebe6> (120 million Cere Tokens worth \$26.72 million to HTX  
5 deposit); (2)  
6 <https://etherscan.io/tx/0x97a23f3ed9588c5f17fc3c58906521e771c505d55ca7abcec958e8a258a6afc4> (180 million Cere Tokens worth \$17.81 million to HTX deposit);  
7 (3)  
8 <https://etherscan.io/tx/0xc7c85fcfda5eaf8efbdf6a11663b130dfe0a3692079a1125be04d402b8b16707> (232 million Cere Tokens worth \$34.44 million to Kucoin  
9 deposit); and (4)  
10 <https://etherscan.io/tx/0xb6159bcd30a32e118643d34cb35d0eecf843b1bd4c59e4ab42972e12def086c6> (18 million Cere Tokens worth \$2.67 million to Kucoin  
11 deposit)

12 73. The Cere Tokens that were transferred to Jin's wife, Schwarzer, Jin's  
13 brother Xin Jin's HTX Exchange, and Jin's Kucoin personal exchange accounts.

14 74. Following these transfers to HTX Exchange and Kucoin, Jin caused  
15 approximately \$41.78 million in Cere Tokens under his control at HTX Exchange  
16 and Kucoin Exchange to be converted from Cere Tokens to a stablecoin called,  
17 "Tether" or USDT. As a stablecoin, Tether is pegged 1 to 1 to U.S. dollars and can  
18 be easily laundered elsewhere and onshore to fiat US dollars.

19 75. From November 8, 2021 to December 31, 2021, Jin sold Cere Tokens,  
20 converting them to Tether/USDT. The total proceeds from the conversion were  
21 about \$41.78 million. This \$41.78 million was then moved out of certain HTC  
22

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1 Exchange's and Kucoin's accounts, known as "market maker" or "MM" accounts,  
 2 into many intermediate wallets for them to be laundered and misappropriated.

3       76. Based on Plaintiffs' investigation conducted in 2025, \$26,391,614 of  
 4 these misappropriated funds were then transferred from HTX and Kucoin to these  
 5 three wallets: (1) **0x617619b3eAcCeB13F15a80a0e19E04c8F8597cef**, (2)  
 6 **0xB0864E0553b49f870bfF502dcC65475A9C8908fd**, and (3)  
 7 **0xcCc467b2B922384E4f0A05f591d91e8B5D87766E**. These three laundering  
 8 wallets were controlled by Jin. The funds were then further dissipated to mask  
 9 their origins and cover their tracks.

10       77. The liquidation of these Cere Tokens as ordered by Jin was made  
 11 without authorization or notice to the investors. The sale of these Cere Tokens also  
 12 was contrary to his promises and representations to the public in the Cere  
 13 Tokenomics in April 2021 that, as an "insider", Jin would not sell Cere Tokens  
 14 during the "lock-up" period after the ICO.

15       78. The sales of these Cere Tokens were made at prices far above what  
 16 public investors would later be able to obtain. Specifically, Cere Token's price  
 17 reached an all-time high of around \$0.47 on or about November 8, 2021. Jin  
 18 capitalized on this peak and sold Cere Tokens over several weeks.

19       79. These sales transactions created significant downward pressure on the  
 20 price of the Cere Token. From November 8, 2021 to December 31, 2021 the price  
 21 of the Cere Token crashed from \$0.45 to \$0.06 due to the aggressive selling from  
 22 Jin, Schwarzer and Xin Jin.

23       80. In the years after listing on November 8, 2021, Cere Token's market  
 24 price collapsed, and Jin and his accomplices started abandoning the project. As of  
 25 this filing, Cere Token is now trading at \$0.0012, which is approximately 99.7%

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1 below its peak value. In other words, the Cere Token is utterly worthless as a  
2 result of the fraudulent scheme.

3       81. During her investigation beginning in 2023 and continuing into 2025,  
4 Liu discovered that the \$41.78 million had been diverted through offshore shell  
5 companies and personal exchange accounts.

6       82. In particular, the \$41.78 million secretly sold by Jin was routed  
7 offshore through Schwartzer's and Xin Jin's personal exchange accounts;  
8 Interdata, a company wholly owned by Jin and based in the British Virgin Islands  
9 (BVI); and another company based in Panama called, Opendata Network  
10 Foundation. The monies were then cycled through a Delaware company,  
11 Cerebellum. Eventually, the monies were parked in nominee companies—  
12 companies designed to only hold and manage assets for an ultimate beneficial  
13 owner. These companies included BNW, a German company whose owner is  
14 Schwarzer.

15       83. Because Cere Tokens were held by offshore entities or other affiliated  
16 wallets, the sales of the Cere Tokens were not immediately attributable to Jin by  
17 the public after the ICO.

18       84. In perpetrating this fraud, Jin was assisted by other individuals,  
19 including Alex Andryunin. Andryunin is the founder and CEO of Gotbit Limited  
20 ("Gotbit"). Gotbit recently was convicted of wire fraud and market manipulation  
21 relating to the artificial inflation of cryptocurrency trading volumes to boost token  
22 listings and prices.

23       85. The arrangement between Cere and Andryunin—which was  
24 negotiated by Broersma and Jin—used GotBit's "bots" to divide or "slice" bulk  
25 sales of Cere Tokens into smaller trades, perform what is known as "cross-  
26 exchange transfers," and then recycle volume so that the sales of the Cere Tokens  
27 appeared organic. In reality, the trading volume was market manipulation known  
28

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as “wash trading” that was meant to conceal Jin’s and his accomplices’ fraudulent scheme.

86. Upon information and belief, Gotbit received fees for assisting Jin with the market manipulation. The net proceeds after the trades of the Cere Tokens in the approximate amount of \$41.78 million were deposited into accounts held and/or controlled by Schwartzer, Xin Jin, and Interdata.

87. While Gotbit's algorithms were selling off and trading the Cere Tokens, Broersma and Bao were making promotional statements on Reddit, Telegram, and in press interviews. They were claiming that the launch of Cere Network's "mainnet" or operational blockchain was imminent, Fortune 500 clients were "already paying" for the platform, and insiders were "locked" for the long term.

88. The purpose of these statements, which were knowingly false, was to prop up demand and the price of the Cere Token to enable the sell off or “dumping” of the Cere Tokens by Jin.

89. Andryunin's wash-trading helped create the illusion of healthy volume and price stability. This allowed Jin to sell off his Cere Tokens at a premium until the price of the Cere Token collapsed. The resulting dilution and reputational damage wiped out virtually the entire market cap, scuttled partnerships, and left investors—including Goopal—with locked, nearly worthless tokens.

### **3. Jin Misappropriated Investor Funds For His Own Personal Trading and Use.**

90. In addition to his pump and dump fraud, Jin stole Cere Network's assets out of official company wallets, diverting these funds for his own personal use.

91. An investigation into the movement of the misappropriated funds confirmed that Cere Network's primary Republic fundraising wallet was

1       **0xbc8d28cd1821be81bc3a54e935cf3cf686a0194** (the “RegD Wallet”). The  
 2 RegD Wallet contained \$28 million from over 5,000 retail investors (many are US  
 3 investors) that was systematically drained by Jin.

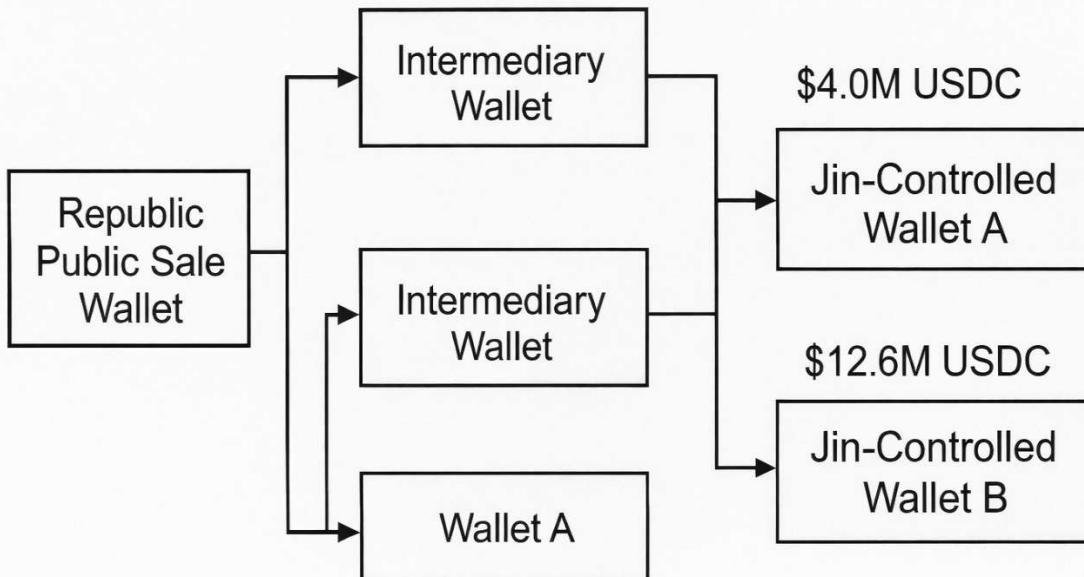
4       92. Specifically, between October 2021 and March 2022, Jin caused the  
 5 diversion of at least \$16.6 million from the RegD Wallet into two concealed  
 6 wallets under his control that Plaintiffs designed for purpose of this Complaint as  
 7 “Jin Wallet A” and “Jin Wallet B”:

- 8                 (1) Jin Wallet A: **0x41318efd233207db1e78588e4a78fbb30bf1d376**  
 9                 (2) Jin Wallet B: **0x14d2f4d1b0b5a7bb98b8ec62eb3723d461ffbcd2**

10       93. Jin Wallet A and Jin Wallet B were Jin’s undisclosed personal  
 11 custody addresses. The below figure illustrates the flow of funds from the RegD  
 12 Wallet into Jin Wallet A and Jin Wallet B, using multiple hops through  
 13 intermediary addresses to disguise the diversion:

14

**Approximately \$16.6 Million Diverted From  
 15 Cere Network’s Republic Public Sale Wallet Into Jin-  
 16 Controlled Wallets Through Intermediaries**



1       94. The transaction ledger on the blockchain provides evidence of these  
2 diversions that include the following: \$4,000,000 USDC (a type of stablecoin  
3 pegged to the U.S. dollar) transferred October 3, 2021 from RegD to Jin Wallet A;  
4 \$3,500,000 USDC transferred October 4, 2021 from RegD to Jin Wallet B;  
5 \$1,000,000 USDC transferred October 11, 2021 from RegD to Jin Wallet B;  
6 \$1,400,000 USDC transferred October 16, 2021 from RegD to Jin Wallet B.

7       95. After seizing these funds, Jin funneled them into unauthorized  
8 speculation, including high-risk stablecoin pools and uncollateralized lending  
9 protocols.

10      96. His reckless activities with the misappropriated funds resulted in  
11 catastrophic losses in other ventures: approximately \$6.51 million lost in the  
12 Mochi Protocol, approximately \$345,000 lost in Neutrino USDN's collapse,  
13 approximately \$3.27 million lost from CVX/ETH liquidity pools, and \$780,000  
14 lost in Maple Finance.

15      97. Jin's speculation ultimately caused realized and unrealized losses of  
16 ~\$9.78 million of the stolen \$16.6 million of assets from Republic public sale  
17 wallets.

18      98. As of August 2025, it is believed that only \$585,000 remains in Jin  
19 Wallet A and Jin Wallet B, while \$9.77 million was dispersed through exchanges  
20 and Jin's network of companies and associates.

21      99. Jin never disclosed the existence of Jin Wallet A, Jin Wallet B, or the  
22 laundering network in any corporate report. Instead, he falsely told investors that  
23 \$22 million was securely held in a hardware wallet under his control and another  
24 \$2 million in a multi-signature wallet with his wife, Shwarzer. In reality, he had  
25 already siphoned away and lost a large portion of Cere Network's funds.

26      **4. Failure to Deliver The Tokens To Plaintiffs.**

27      100. After the ICO on November 8, 2021, Liu repeatedly asked for and  
28 demanded the delivery of Cere Tokens for Plaintiffs were promised. Jin and his

accomplices would not deliver the Cere Tokens as promised to Liu under the Advisory Agreement or the Goopal under the Cere Token Sale Agreement.

101. Jin failed to deliver any of Cere Tokens that he had promised to Liu and/or Goopal. As of the filing of this Complaint, neither Liu nor Goopal received the Cere Tokens under the Advisor Agreement or the Goopal Agreement.

102. Under the Advisory Agreement, Liu was entitled to 20 million Cere Tokens. Under the Cere Token Sale Agreement, Goopal was entitled to 33.3 million Cere Tokens.

103. Jin offered various excuses for these failures—at times blaming technical issues or regulatory concerns. The reality is that the Cere Tokens were withheld because Jin prioritized his own sales and had no intention of honoring commitments once they had secured Liu’s services and Goopal’s investment.

104. Broersma told Liu and other former employees that any criticism of the company or its leadership, as well as claims of financial improprieties, would be met with lawsuits for breach of confidentiality.

105. In late 2024 and into 2025, Plaintiffs became increasingly suspicious that Defendants had secretly sold their own Cere Tokens without disclosing the sales to investors and the public. As part of Plaintiffs' investigation, Plaintiffs began tracking the movement of trades from Jin and his accomplices to his various accounts. In reviewing these trades, Plaintiffs discovered that Defendants had not only secretly sold Cere Tokens immediately after the ICO, but that Jin had misappropriated investor funds for personal gain.

## **FIRST CAUSE OF ACTION**

## RICO, 18 U.S.C. § 1962(c)

## **(Plaintiffs Against All Defendants)**

106. Plaintiffs reallege and incorporate each of the above paragraphs as if fully set forth herein.

107. Defendants' actions violated The Racketeer Influenced and Corrupt

1 Organizations (“RICO”) Act.

2       108. Starting as early as 2021, Defendants associated together for the  
3 common purpose of engaging in a fraudulent scheme to deceive Plaintiffs into  
4 performing services and misappropriating investor funds in the Cere Network and  
5 Cere Tokens. Defendants’ conduct was part of an ongoing scheme to defraud  
6 investors through repeated misrepresentations about enterprise traction, technology  
7 readiness, and profitability. Defendants fabricated milestones and then later  
8 abandoned the project, keeping investor funds.

9       109. Defendants’ actions in furtherance of this scheme constituted a pattern  
10 of conduct to further racketeering activity.

11       110. Each of Defendants is a “person” within the meaning of RICO, 18  
12 U.S.C. § 1961(3).

13       111. Together, the defendants compromised an association-in-fact  
14 enterprise under 18 U.S.C. § 1961(4). This enterprise operated together to achieve  
15 a common purpose, one of which was the carrying out of racketeering activity. The  
16 association-in-fact enterprise has an ascertainable structure and purpose beyond  
17 just the commission of racketeering activity and is also distinct from each of the  
18 individual Defendants.

19       112. The enterprise(s) were engaged in or affected interstate commerce.  
20 Defendants caused monies to be wired from all over the world, including from  
21 California.

22       113. As detailed herein, Defendants fraudulent scheme involved a pattern  
23 of racketeering activity, including multiple acts of mail and wire fraud (18 U.S.C.  
24 §§ 1341, 1343).

25       114. These acts demonstrate a sustained pattern of racketeering activity as  
26 well as a threat of continued racketeering activity. As set forth herein, fraudulent  
27 representations submitted in public statements from 2021 to 2025, including in  
28 advance of the ICO.

1       115. Additionally, Plaintiffs were not the only victim of this racketeering  
2 activity. Defendants engaged in this same pattern and practice of racketeering  
3 activity with other investors. More importantly, thousands of buyers of Cere  
4 Token were harmed by Defendants' misconduct.

5       116. Each false representation was done intentionally as part of  
6 Defendants' scheme to defraud Plaintiffs through use of interstate mail and/or  
7 interstate wires.

8       117. Accordingly, each fraudulently submitted claim constitutes a predicate  
9 act of mail or wire fraud in support of Plaintiffs' RICO claim and in violation of  
10 the RICO Act.

11       118. Further, it was foreseeable that Plaintiffs would, and in fact did,  
12 reasonably rely on Defendants' fraudulent and false submissions.

13       119. By violating the RICO Act, Defendants directly and proximately  
14 caused Plaintiffs harm because Plaintiffs performed services and paid money to  
15 Defendants for Cere Tokens that were never issued or were virtually worthless due  
16 to the fraudulent scheme perpetrated by Defendants.

17       120. As a direct and proximate cause of the conduct of Defendants,  
18 Plaintiffs have been damaged by, among other things, not being able to get the  
19 benefit of the bargain in obtaining and selling the Cere Tokens at the market price,  
20 which was as high as \$47 cents per Cere Token.

21       121. The conduct of Defendants constitutes malicious, oppressive,  
22 fraudulent, willful, and wanton tortious behavior, in blatant and reckless disregard  
23 of Plaintiffs' rights, for which Plaintiffs should recover punitive damages and  
24 exemplary damages in an amount sufficient to punish Jin and deter him and others  
25 from engaging in similar conduct in the future.

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## **SECOND CAUSE OF ACTION**

## **Conspiracy to Violate RICO, 18 U.S.C. § 1962(d)**

## **(Plaintiffs Against All Defendants)**

122. Plaintiffs reallege and incorporate each of the above paragraphs as if fully set forth herein.

123. Defendants have conspired with each other to violate 18 U.S.C. § 1962(c). The object of the conspiracy is to conduct and/or participate in the conduct and affairs of the Enterprise described above through a pattern of racketeering activity.

124. As set forth above, Defendants each engaged in multiple overt predicate acts of fraudulent racketeering in furtherance of the conspiracy which, by their nature, give rise to the plausible inference that the object of the conspiracy was to violate RICO. They knew their ongoing acts were part of an overall pattern of racketeering activity. For example, a purpose of the conspiracy was to defraud Plaintiffs into performing services and investing monies in Cere Tokens, and introducing investors into the Cere Tokens. The Enterprise was the vehicle that allowed the Defendants to carry out this scheme while evading detection.

125. As a direct and proximate cause of the conspiracy and the acts taken in furtherance thereof, Plaintiffs suffered injuries to its business and property by, among other things, not being able to get the benefit of the bargain in obtaining and selling the Cere Tokens at the market price, which was as high as \$47 cents per Cere Token.

126. The conduct of Defendants constitutes malicious, oppressive, fraudulent, willful, and wanton tortious behavior, in blatant and reckless disregard of Plaintiffs' rights, for which Plaintiffs should recover punitive damages and exemplary damages in an amount sufficient to punish Jin and deter him and others from engaging in similar conduct in the future.

1                   **THIRD CAUSE OF ACTION**

2                   **Fraud**

3                   **(Plaintiffs Against Defendant Jin)**

4                   127. Plaintiffs reallege and incorporate each of the above paragraphs as if  
 5 fully set forth herein.

6                   128. Jin knowingly made, or knowingly caused to be made, material  
 7 misrepresentations to Plaintiffs in person and in writings, including the Advisor  
 8 Agreement, the Cere Token Sale Agreement, in public statements, and in the Cere  
 9 Tokenomics.

10                  129. Jin made numerous false statements to Plaintiffs that include the  
 11 following: (a) that Jin and his accomplices would only sell their Cere Tokens after  
 12 the “lockout” period was over in accordance with the vesting schedule, (b) that  
 13 Cere Network had Fortune 500/enterprise clients, (c) that Cere Network’s DAO  
 14 governance and project decentralization were feasible; (d) that Cere Token had  
 15 utility and was being adopted; (e) that the Cere Network was ready and had users;  
 16 (f) that Cere Network would operate transparently, (g) that investor funds would be  
 17 used for the build out and operation of the Cere Network; (h) that Jin had a  
 18 connection to have Cere Token listed on Binance exchange; (i) that Liu would  
 19 receive Cere Tokens when she signed the Advisor Agreement; and (j) that Goopal  
 20 would receive Cere Tokens in accordance with the Cere Token Agreement.

21                  130. Jin knowingly caused the submission of fraudulent misrepresentations  
 22 by making these statements in Plaintiffs and/or to the public from 2019 to the  
 23 present.

24                  131. When making these false representations and material omissions, Jin  
 25 knew they were false. Jin made them to induce Plaintiffs’ reliance so that they  
 26 would perform services, provide investment funds, and introduce Jin to other  
 27 investors.

28                  132. Plaintiffs reasonably relied on Jin’s false representations and material

omissions.

133. As a direct and proximate cause of Jin's misrepresentations and concealments, Plaintiffs have been damaged by, among other things, not being able to get the benefit of the bargain in obtaining and selling the Cere Tokens at the market price, which was as high as \$47 cents per Cere Token. Specifically, Liu is seeking \$9.4 million in damages because she was unable to sell her 20 million Cere Tokens, and Goopal is seeking \$15.66 million in damages because it was not unable to sell its 33.3 million Cere Tokens.

134. Jin's conduct constitutes malicious, oppressive, fraudulent, willful, and wanton tortious behavior, in blatant and reckless disregard of Plaintiffs' rights, for which Plaintiffs should recover punitive damages and exemplary damages in an amount sufficient to punish Jin and deter him and others from engaging in similar conduct in the future.

## **FOURTH CAUSE OF ACTION**

## **Aiding and Abetting Fraud**

# (Against Bao, Schwarzer, Xin Jin, Broersma, Grenade, Cerebellum Network Inc., Interdata Network, Ltd., and CEF AI Inc.

135. Plaintiffs reallege and incorporate each of the above paragraphs as if fully set forth herein.

136. Bao, Schwarzer, Xin Jin, Broersma, Cerebellum Network Inc., Cere Network (BVI), Ltd., and CEF AI Inc. are liable for aiding and abetting the fraud carried out by Jin.

137. Bao, Schwarzer, Xin Jin, Broersma, Cerebellum Network Inc., Cere  
Network (BVI), Ltd., and CEF AI Inc. knew of the misconduct carried out by Jin.

138. Bao, Schwarzer, Xin Jin, Broersma, Cerebellum Network Inc., Cere Network (BVI), Ltd., and CEF AI Inc. gave substantial assistance or encouragement to Jin in carrying out his scheme by promoting Cere Tokens, moving the misappropriated funds through crypto wallets and shell entities that

1 they controlled, and receiving stolen and illicit funds.

2       139. As a direct and proximate cause of the conduct undertaken by Bao,  
 3 Schwarzer, Xin Jin, Broersma, Cerebellum Network Inc., Cere Network (BVI),  
 4 Ltd., and/or CEF AI Inc., Plaintiffs have been damaged by, among other things, not  
 5 being able to get the benefit of the bargain in obtaining and selling the Cere Tokens  
 6 at the market price, which was as high as \$47 cents per Cere Token. Specifically,  
 7 Liu is seeking \$9.4 million in damages because she was unable to sell her 20  
 8 million Cere Tokens, and Goopal is seeking \$15.66 million in damages because it  
 9 was not able to sell its 33.3 million Cere Tokens.

10       140. The conduct of Bao, Schwarzer, Xin Jin, Broersma, Cerebellum  
 11 Network Inc., Cere Network (BVI), Ltd., and CEF AI Inc. constitutes malicious,  
 12 oppressive, fraudulent, willful, and wanton tortious behavior, in blatant and  
 13 reckless disregard of Plaintiffs' rights, for which Plaintiffs should recover punitive  
 14 damages and exemplary damages in an amount sufficient to punish Jin and deter  
 15 him and others from engaging in similar conduct in the future.

#### **FIFTH CAUSE OF ACTION**

##### **Negligent Misrepresentation**

##### **(Plaintiffs Against Defendant Jin)**

19       141. Plaintiffs reallege and incorporate each of the above paragraphs as if  
 20 fully set forth herein.

21       142. Jin made numerous negligent representations to Plaintiffs that include  
 22 the following: (a) that Jin and his accomplices would only sell their Cere Tokens  
 23 after the "lockout" period was over in accordance with the vesting schedule, (b)  
 24 that Cere Network had Fortune 500/enterprise clients, (c) that Cere Network's  
 25 DAO governance and project decentralization were feasible; (d) that Cere Token  
 26 had utility and was being adopted; (e) that the Cere Network was ready and had  
 27 users; (f) that Cere Network would operate transparently, (g) that investor funds  
 28 would be used for the build out and operation of the Cere Network; (h) that Jin had

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1 a connection to have Cere Token listed on Binance exchange; (i) that Liu would  
 2 receive Cere Tokens when she signed the Advisor Agreement; and (j) that Goopal  
 3 would receive Cere Tokens in accordance with the Cere Token Agreement.

4 143. Plaintiffs relied on Jin's false representations.

5 144. As a direct and proximate result of Plaintiffs' reasonable reliance and  
 6 Jin's misrepresentations and concealments, Plaintiffs have been damaged by,  
 7 among other things, not being able to get the benefit of the bargain in obtaining  
 8 and selling the Cere Tokens at the market price, which was as high as \$47 cents per  
 9 Cere Token.

10 145. Jin's conduct was wantonly negligent, in blatant and reckless  
 11 disregard of Plaintiffs' rights. Plaintiffs seeks to recover punitive and exemplary  
 12 damages in an amount sufficient to punish Jin and deter other similarly situated  
 13 from engaging in similar conduct.

14 **SIXTH CAUSE OF ACTION**

15 **Breach of the Advisor Agreement**

16 **(Plaintiff Liu Against Jin)**

17 146. Plaintiffs reallege and incorporate each of the above paragraphs as if  
 18 fully set forth herein.

19 147. Liu entered into the Advisor Agreement.

20 148. Jin signed the Advisor Agreement on behalf of Cere Network, Inc.  
 21 However, upon information and belief, Cere Network, Inc. was not listed as a  
 22 registered company in either California or Delaware, and there is no evidence that  
 23 this entity ever existed as named.

24 149. Liu performed all of her obligations under the Advisor Agreement.

25 150. Jin breached the Advisor Agreement by, among other things, failing to  
 26 issue the Cere Tokens to Liu in accordance with the Advisor Agreement.

27 151. As a direct and proximate result of Jin's breach of the Advisor  
 28 Agreement, Liu has been damaged in an amount of at least \$9.4 million, which is

1 the value of Liu's 20 million Cere Tokens that were withheld from her. As a result  
2 of Jin's refusal to deliver the Cere Tokens to Liu, Liu was unable get the benefit of  
3 the bargain in obtaining and selling the Cere Tokens at the market price, which was  
4 as high as \$47 cents per Cere Token.

5 **SEVENTH CAUSE OF ACTION**

6 **Breach of the Cere Token Sale Agreement**

7 **(Plaintiff Liu Against Jin)**

8 152. Plaintiffs reallege and incorporate each of the above paragraphs as if  
9 fully set forth herein.

10 153. Goopal entered into the Cere Token Sale Agreement.

11 154. Goopal entered into an agreement with Cere Network (BVI) Ltd.,  
12 which included its successors and assigns, entitled the "Cere Token Sale  
13 Agreement" dated July 8, 2019 ("Cere Token Agreement"). Recently, Goopal  
14 could not find evidence that an entity named, "Cere Network (BVI), Ltd." ever was  
15 registered BVI or the United States, and there is no evidence that this entity ever  
16 existed as named.

17 155. Jin signed the Cere Token Sale Agreement on behalf of Cere Network  
18 (BVI) Ltd.

19 156. Goopal performed all of her obligations under the Cere Token  
20 Agreement.

21 157. Jin breached the Cere Token Agreement by, among other things,  
22 failing to issue the Cere Tokens to Goopal in accordance with the Advisor  
23 Agreement.

24 158. As a direct and proximate result of Jin's breach of the Advisor  
25 Agreement, Goopal has been damaged in the amount of at least \$15.66 million,  
26 which is the value of Goopal's 33.3 million Cere Tokens that were withheld from  
27 her. As a result of Jin's refusal to deliver the Cere Tokens to Goopal, Goopal was  
28 unable get the benefit of the bargain in obtaining and selling the Cere Tokens at the

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1 market price, which was as high as \$47 cents per Cere Token.

2 **EIGHTH CAUSE OF ACTION**

3 **Failure to Pay Wages / Overtime**

4 **(Plaintiff Liu Against Jin)**

5 159. Plaintiffs reallege and incorporate each of the above paragraphs as if  
6 fully set forth herein.

7 160. California Labor Code § 221 makes it unlawful for any employer to  
8 collect or receive from an employee any part of the employee's wages. Wages are  
9 defined as all amounts for labor performed by employees, including commissions.  
10 Lab. Code. § 200(a). California Labor Code §§ 200, 201, 202, 203, 204(a), 221,  
11 2751, and 558.1 require Jin as a joint employer and alter ego, to pay all wages,  
12 including commissions, due and owing to Liu both during her employment, and  
13 immediately upon the stopping of her work for Jin.

14 161. Liu performed work and provided services for Jin during her time of  
15 employment. Liu was not fully paid and is owed monies for her services. Liu's  
16 wages are equivalent to 20 million in Cere Tokens at the time of the ICO, which is  
17 estimated to be \$9.4 million. This is the total amount in wages that she was  
18 scheduled to earn from her services as an employee of the Jin.

19 162. The amount of outstanding in wages owed Liu is an amount  
20 equivalent to 20 million in Cere Tokens at the time of the ICO, which is estimated  
21 to be \$9.4 million. This is the total amount in wages that she was scheduled to  
22 earn from her services as an employee of the Jin.

23 **NINTH CAUSE OF ACTION**

24 **Civil Theft Under Penal Code § 496**

25 **(Plaintiffs Against Defendants)**

26 163. Plaintiffs reallege and incorporate each of the above paragraphs as if  
27 fully set forth herein.

28 164. Defendants obtained property in the form of 20 million Cere Tokens

1 that were not delivered to Liu and 33.3 million Cere Tokens that were not  
2 delivered to Goopal. Defendants also obtained \$100,000 in investment from  
3 Goopal, which was never returned and likely misappropriated by Jin, who was  
4 aided and abetted in his theft and/or embezzlement of the funds by other  
5 Defendants.

6 165. Defendants knew that the property was stolen and/or obtained by  
7 fraud when they received, withheld, concealed, sold, and/or aided in the theft.

8 166. Defendants received, withheld, concealed, sold, and/or aided and  
9 abetted in concealing the stolen property.

10 167. Plaintiffs were the owners of the stolen property and suffered damages  
11 as a result.

12 168. Plaintiffs are entitled to attorney's fees and treble damages as a result  
13 of Defendants' conduct.

14 **TENTH CAUSE OF ACTION**

15 **Declaratory Relief**

16 **(Plaintiffs Against Defendants)**

17 169. Plaintiffs reallege and incorporate each of the above paragraphs as if  
18 fully set forth herein.

19 170. Liu signed the Advisory Agreement and Liu, on behalf of Goopal,  
20 signed the Cere Token Agreement. Both agreements contained arbitration  
21 provisions.

22 171. Plaintiffs dispute that the arbitration provisions are valid and  
23 enforceable because Defendants' fraudulent scheme. Plaintiffs believe that the  
24 company signatories of the Advisory Agreement and the Cere Token Agreement  
25 were not real entities, and were, in reality, fake entities that Defendants included in  
26 the agreements, knowing that they never intended to fulfil the promises made in  
27 the agreements.

28 172. Plaintiffs seek a judicial determination that the arbitration provisions

1 in these agreements are not valid and not enforceable due to fraud.

2 **PRAAYER FOR RELIEF**

3 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 4 1. For damages in an amount of \$9.4 million or an amount to be proven  
5 at trial as to Plaintiff Liu and \$15.66 million or an amount to be proven at trial for  
6 Plaintiff Goopal;
- 7 2. For prejudgment interest;
- 8 3. For civil penalties to the extent the law permits;
- 9 4. For other statutory remedies available to Plaintiffs to the extent the  
10 law permits;
- 11 5. For an award of costs of its suit to the extent the law permits;
- 12 6. For an award of attorney's fees to the extent the law permits;
- 13 7. For treble damages under Penal Code 496(c)
- 14 8. For punitive damages;
- 15 9. For such other relief as the Court deems just and proper.
- 16 10. For a declaration that the arbitration provisions in the Advisory  
17 Agreement and the Cere Token Agreement are not enforceable.

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20 DATED: January 27, 2026

19 Respectfully submitted,  
21 LIANG LY LLP

22 By: /s/ John K. Ly

23 John K. Ly  
*Attorneys for Plaintiffs Goopal Digital  
Limited and Vivian Liu*

**DEMAND FOR TRIAL BY JURY**

Plaintiffs hereby demand trial by jury on all causes of action for which trial by jury is available.

DATED: January 27, 2026

Respectfully submitted,  
LIANG LY LLP

By: /s/ John K. Ly

John K. Ly

*Attorneys for Plaintiffs Lujunjin "Vivian" Liu and Goopal Digital Limited*

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