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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

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

Plaintiffs,

vs.

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

Defendants.

CASE NO.

COMPLAINT

JURY TRIAL DEMANDED

INTRODUCTION

1
2 1. Defendant Fred Jin (“Jin”) was the ringleader in one of the largest
3 crypto frauds in history. Jin conspired with his family members to defraud the
4 public in a classic “pump and dump” scheme, and, at the same time stole tens of
5 millions of dollars from both investors and employees. The fraud worked like this.
6 In 2019, Jin founded a new tech venture called the “Cere Network.” This start-up
7 was supposed to use crypto blockchain technology to make customer data more
8 private and secure. As part of this “network,” Jin created and marketed a crypto
9 token that would later be known as the “Cere Token.” Jin promised tokens to
10 employees as compensation for their work on the venture, and he also sold Cere
11 Tokens to early-stage investors at discounted prices. The hope was that the Cere
12 Tokens would rise in value after the token was “launched”—that is, become
13 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

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

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

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

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

Defendants.

THE PLAINTIFFS

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

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

THE DEFENDANTS AND THEIR ROLES IN THE SCHEME

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

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

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

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

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

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

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

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

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

JURISDICTION AND VENUE

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

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

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

FACTUAL BACKGROUND

A. Fred Jin Launches The Cere Network And The Cere Token.

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

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

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

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

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”).

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

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

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

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

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

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

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

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

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

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

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

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

Token Distribution

Round	Lockup (measured from the Token Release Date)	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

D, U %

18.0%

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F. Defendants’ Defraud Liu And Other Investors.

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

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

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

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

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

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

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

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

- c. **Technical Readiness.** Jin and his accomplices misrepresented Cere Network’s technical progress and readiness for deployment. In September 2021, leading up to a token listing in November 2021, Jin and Cere Network represented to the public that Cere Network’s “mainnet”—or fully operational version of its blockchain—was “launching quickly” and that the team would be “fully ready to supercharge the adoption of our ecosystem” immediately after launch. Jin highlighted the imminent release of Cere Network’s “enterprise and NFT solutions” and claimed the platform was essentially production-ready. In reality, Cere’s “mainnet” was still in a limited beta/alpha phase at that time, with only a handful of test participants and no open enterprise use. Key features such as data cloud integrations, security audits, and stable network operations were unfinished. Far from “fully ready,” the network would remain in development for years beyond 2021.
- d. **Transparency and Roadmap Contradictions.** In early 2022, Jin and his accomplices publicly announced specific roadmap milestones: Cere Network planned a public mainnet beta release by Q1 2022 and a “full mainnet” launch by May 2022. Investors were told that Cere was on track to deliver these milestones. However, none of these deadlines were met. The May 2022 full launch came and went without a fully operational mainnet released to the public. Instead, Defendants pushed the timeline back repeatedly – introducing a revised “Vision 2.0” and new launch targets in late 2022 and 2023. Despite claiming that Cere Network’s community portal would offer “full transparency,” Defendants failed to disclose why roadmap promises were broken or how they would be remedied.
- e. **DAO Governance & Decentralization.** Jin and his accomplices

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

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

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

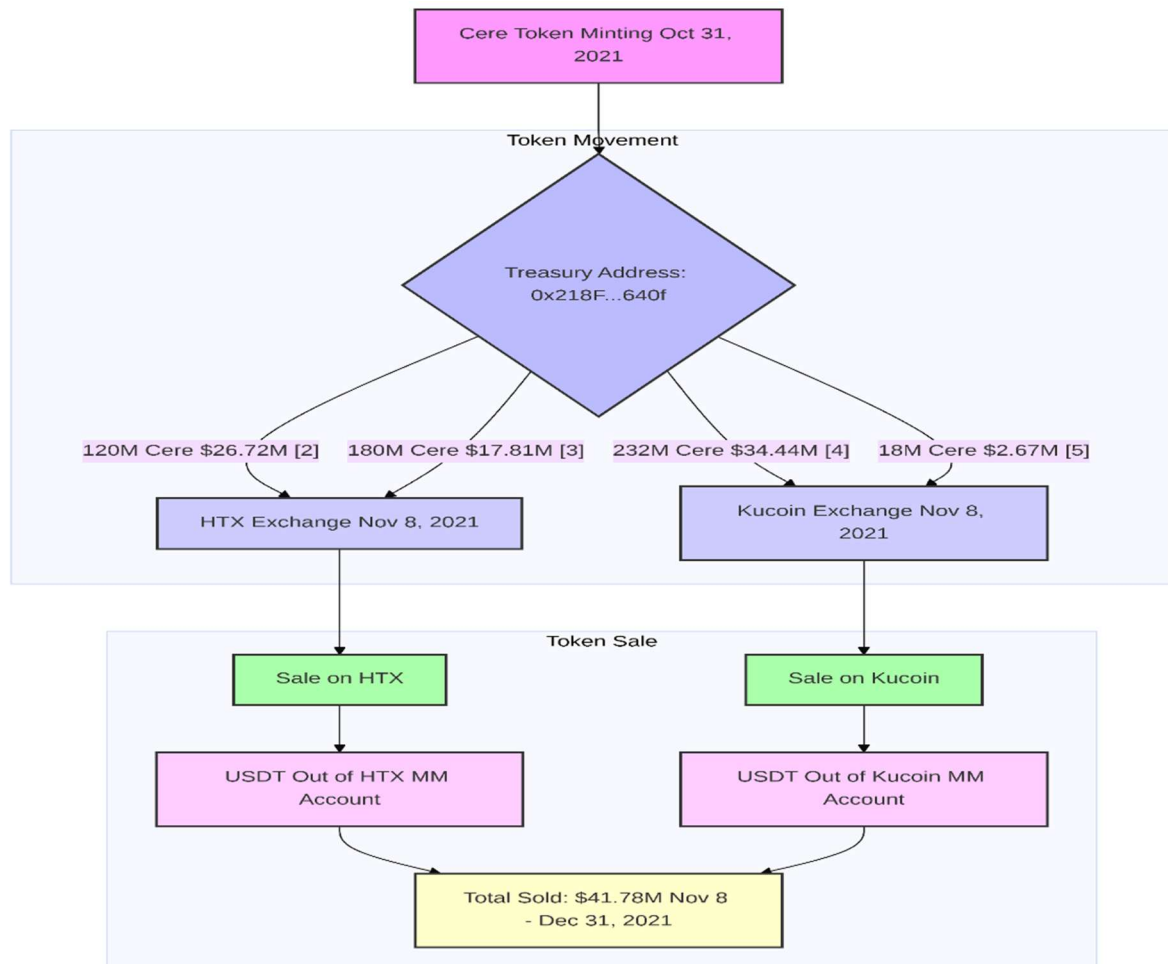
68. After being minted, Jin caused the transfer of the Cere Tokens to the treasury address of **[0x218F4947c58A8F2BC8F2f0ccd59494992c6d640f]**. This treasury address, which is publicly viewable on the blockchain, served as the initial custodial point for the substantial volume of Cere Tokens before their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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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 Schwartzner'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 Schwartz, 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

0xbc8d28cd1821be81bc3a54e935cfd3cf686a0194 (the “RegD Wallet”). The RegD Wallet contained \$28 million from over 5,000 retail investors (many are US investors) that was systematically drained by Jin.

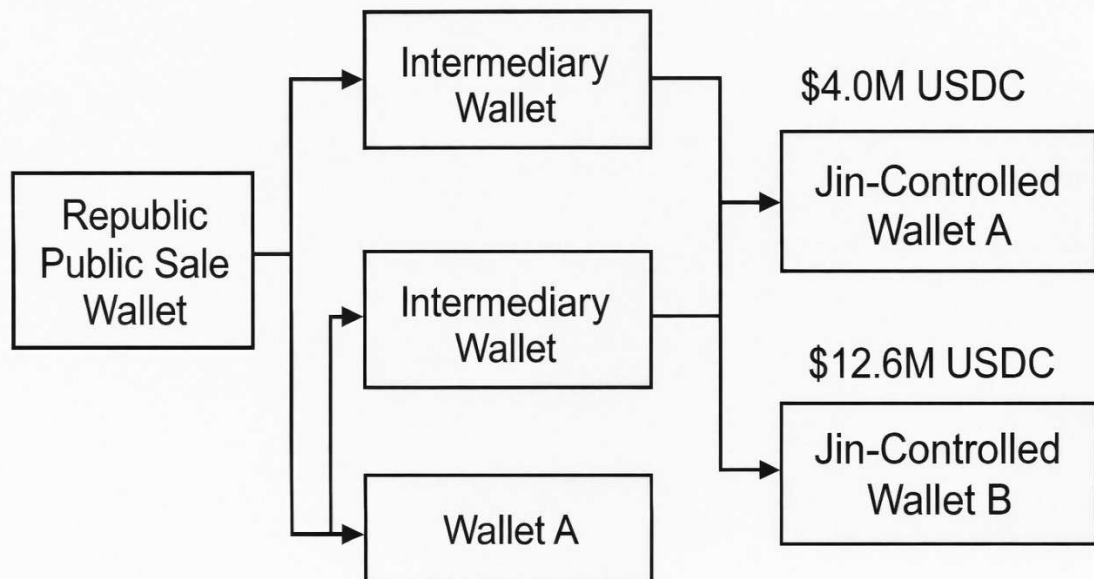
92. Specifically, between October 2021 and March 2022, Jin caused the diversion of at least \$16.6 million from the RegD Wallet into two concealed wallets under his control that Plaintiffs designed for purpose of this Complaint as “Jin Wallet A” and “Jin Wallet B”:

(1) Jin Wallet A: **0x41318efd233207db1e78588e4a78fbb30bf1d376**

(2) Jin Wallet B: **0x14d2f4d1b0b5a7bb98b8ec62eb3723d461ffbcd2**

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

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



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

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

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

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

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

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

4. Failure to Deliver The Tokens To Plaintiffs.

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

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

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

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

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

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

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

23 **FIRST CAUSE OF ACTION**

24 **RICO, 18 U.S.C. § 1962(c)**

25 **(Plaintiffs Against All Defendants)**

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

28 107. Defendants’ actions violated The Racketeer Influenced and Corrupt

Organizations (“RICO”) Act.

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

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

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

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

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

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

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

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.

THIRD CAUSE OF ACTION

Fraud

(Plaintiffs Against Defendant Jin)

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

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

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

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

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

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

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they controlled, and receiving stolen and illicit funds.

139. As a direct and proximate cause of the conduct undertaken by Bao, Schwarzer, Xin Jin, Broersma, Cerebellum Network Inc., Cere Network (BVI), Ltd., and/or CEF AI Inc., Plaintiffs have been damages 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.

140. The conduct of Bao, Schwarzer, Xin Jin, Broersma, Cerebellum Network Inc., Cere Network (BVI), Ltd., and CEF AI Inc. 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.

FIFTH CAUSE OF ACTION

Negligent Misrepresentation

(Plaintiffs Against Defendant Jin)

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

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

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

143. Plaintiffs relied on Jin's false representations.

144. As a direct and proximate result of Plaintiffs' reasonable reliance and 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.

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

SIXTH CAUSE OF ACTION

Breach of the Advisor Agreement

(Plaintiff Liu Against Jin)

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

147. Liu entered into the Advisor Agreement.

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

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

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

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

the value of Liu’s 20 million Cere Tokens that were withheld from her. As a result of Jin’s refusal to deliver the Cere Tokens to Liu, Liu was unable 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.

SEVENTH CAUSE OF ACTION

Breach of the Cere Token Sale Agreement

(Plaintiff Liu Against Jin)

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

153. Goopal entered into the Cere Token Sale Agreement.

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

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

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

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

158. As a direct and proximate result of Jin’s breach of the Advisor Agreement, Goopal has been damaged in the amount of at least \$15.66 million, which is the value of Goopal’s 33.3 million Cere Tokens that were withheld from her. As a result of Jin’s refusal to deliver the Cere Tokens to Goopal, Goopal was unable 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.

EIGHTH CAUSE OF ACTION

Failure to Pay Wages / Overtime

(Plaintiff Liu Against Jin)

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

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

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

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

NINTH CAUSE OF ACTION

Civil Theft Under Penal Code § 496

(Plaintiffs Against Defendants)

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

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

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

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

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

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

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

TENTH CAUSE OF ACTION

Declaratory Relief

(Plaintiffs Against Defendants)

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

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

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

172. Plaintiffs seek a judicial determination that the arbitration provisions

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. For damages in an amount of \$9.4 million or an amount to be proven at trial as to Plaintiff Liu and \$15.66 million or an amount to be proven at trial for Plaintiff Goopal;

2. For prejudgment interest;

3. For civil penalties to the extent the law permits;

4. For other statutory remedies available to Plaintiffs to the extent the law permits;

5. For an award of costs of its suit to the extent the law permits;

6. For an award of attorney's fees to the extent the law permits;

7. For treble damages under Penal Code 496(c)

8. For punitive damages;

9. For such other relief as the Court deems just and proper.

10. For a declaration that the arbitration provisions in the Advisory Agreement and the Cere Token Agreement are not enforceable.

DATED: January 27, 2026

Respectfully submitted,
LIANG LY LLP

By: /s/ John K. Ly

John K. Ly

*Attorneys for Plaintiffs Goopal Digital
Limited and Vivian Liu*

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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
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Liu and Goopal Digital Limited*

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