

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

	)	
UNITED STATES OF AMERICA,	)	
Plaintiff,	)	
v.	)	
	)	
All USDT stored in, accessible in, and/or	)	
associated with the cryptocurrency address	)	Civil Action No.: _____
0x290B6eBbdca04eE984fB8617E1b92deea23	)	
052E3;	)	
	)	
All USDC stored in, accessible in, and/or	)	
associated with the cryptocurrency address	)	
0x290B6eBbdca04eE984fB8617E1b92deea23	)	
052E3;	)	
	)	
All USDT stored in, accessible in, and/or	)	
associated with the cryptocurrency address	)	
0xB937Ba9358D20EFcDB5F0fD363Ca96398	)	
9A536ec; and	)	
	)	
All USDT stored in, accessible in, and/or	)	
associated with the cryptocurrency address	)	
0x64b9de4EDE0D4d8C0155c5F1899aA727D	)	
539F258,	)	
	)	
Defendants <i>in Rem</i> .	)	

**VERIFIED COMPLAINT FOR FORFEITURE *IN REM***

The United States of America, by its attorney, Leah B. Foley, United States Attorney for the District of Massachusetts, in a civil action of forfeiture *in rem* pursuant to 18 U.S.C. §§ 981(a)(1)(A) and (C), and Supplemental Rule G of the Federal Rules of Civil Procedure for Admiralty or Maritime Claims and Asset Forfeiture Actions, alleges that:

**NATURE OF ACTION**

1. This action is brought by the United States of America pursuant to 18 U.S.C. §§ 981(a)(1)(A) and (C), seeking forfeiture of the following cryptocurrency:
  - a. All Tether (“USDT”), with a value of approximately \$9,016,612, stored in,

accessible in, and/or associated with the cryptocurrency address

0x290B6eBbdca04eE984fB8617E1b92deea23052E3 (“WALLET 1”);

- b. All Circle (“USDC”), with a value of approximately \$4,103,256 and \$73,807, stored in, accessible in, and/or associated with the cryptocurrency address

0x290B6eBbdca04eE984fB8617E1b92deea23052E3;<sup>1</sup>

- c. All USDT, with a value of approximately \$4,975,000, stored in, accessible in, and/or associated with the cryptocurrency address

0xB937Ba9358D20EFcDB5F0fD363Ca963989A536ec (“WALLET 2”); and

- d. All USDT, with a value of approximately \$4,725,000, stored in, accessible in, and/or associated with the cryptocurrency address

0x64b9de4EDE0D4d8C0155c5F1899aA727D539F258 (“WALLET 3”)

(collectively, the “Defendant Properties”).

2. Gotbit Consulting LLC (“GOTBIT”), a company registered in Belize, is a defendant in a criminal case pending in the District of Massachusetts. *See United States v. Gotbit Consulting LLC et al.*, No. 24-cr-10190-AK. A copy of the Superseding Indictment is attached hereto at Exhibit A and incorporated herein.

3. GOTBIT entered into a written Plea Agreement with the United States, wherein it agreed to plead guilty to the three-count Superseding Indictment charging conspiracy to commit market manipulation and wire fraud in violation of 18 U.S.C. § 371 (Count One) and wire fraud in violation of 18 U.S.C. § 1343 (Counts Two and Three).

4. In its written Plea Agreement, GOTBIT agreed, *inter alia*, with regard to civil forfeiture:

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<sup>1</sup> Approximately \$4,103,256 in USDC is on the Ethereum blockchain, the remaining \$73,807 is on Base, Arbitrum, and Polygon.

- a. that the Defendant Properties are subject to forfeiture to the United States because they (1) constitute, or are derived from, proceeds of the offenses charged in the criminal case and/or (2) were involved in a transaction or attempted transaction in violation of one or more specified statutory offenses;
- b. that the Defendant Properties belong to GOTBIT and are solely controlled by Aleksei Andriunin<sup>2</sup> (“Andriunin”), GOTBIT’s sole member, on GOTBIT’s behalf; and
- c. that it would be impracticable to separate the portion of the Defendant Properties directly traceable to proceeds of the criminal offenses alone for forfeiture in the criminal case and therefore, in lieu of criminal forfeiture, GOTBIT consents to civil forfeiture of the Defendant Properties.

Copies of the signed Plea Agreement and Statement of Facts are attached hereto at Exhibit B and incorporated herein.

5. The government obtained seizure warrants for the Defendant Properties on September 13 and September 16, 2024.<sup>3</sup>

6. Because this Compliant is being filed for the purposes of establishing the basis for forfeiture and providing notice to interested parties, it does not include all the information known by the government in connection with the investigation underlying the claims for forfeiture set forth herein.

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<sup>2</sup> Andriunin, who is also named as a defendant in the Superseding Indictment, also agreed in his plea agreement to consent to the civil forfeiture of the Defendant Properties.

<sup>3</sup> Tether Limited does not operate directly in the United States but accepts service of seizure warrants on a voluntary basis.

**JURISDICTION AND VENUE**

7. This Court has jurisdiction in this matter pursuant to 28 U.S.C. §§ 1345 and 1355. Venue is proper pursuant to 28 U.S.C. § 1395, because acts and omissions giving rise to the forfeiture occurred in the District of Massachusetts.

**STATUTORY AUTHORITY**

8. Pursuant to 18 U.S.C. § 981(a)(1)(C), property, real or personal, which constitutes or is derived from proceeds traceable to a violation of a specified unlawful activity or conspiracy to commit such offense, specifically violations of 18 U.S.C. §§ 1343 (wire fraud) and 371 (conspiracy to commit wire fraud and market manipulation), is subject to civil forfeiture. Pursuant to 18 U.S.C. § 1961(1), as incorporated by 18 U.S.C. § 1956(c)(7)(A), wire fraud and securities fraud are each a specified unlawful activity.

9. Pursuant to 18 U.S.C. § 981(a)(1)(A), “[a]ny property, real or personal, involved in a transaction in violation of [18 U.S.C. § 1956], or any property traceable to such property” is subject to civil forfeiture.

10. Pursuant to 18 U.S.C. § 1956(h), it is a crime to conspire to commit money laundering.

11. Pursuant to 18 U.S.C. § 1956(a)(1)(A)(i), a person commits the crime of money laundering when “knowing that the property involved in a financial transaction represents the proceeds of some form of unlawful activity, conducts or attempts to conduct such a financial transaction which in fact involves the proceeds of specified unlawful activity [. . .] with the intent to promote the carrying on of specified unlawful activity[.]”

12. Pursuant to 18 U.S.C. § 1956(a)(1)(B)(i), a person also commits the crime of money laundering when “knowing that the property involved in a financial transaction represents the proceeds of some form of unlawful activity, conducts or attempts to conduct such a financial

transaction which in fact involves the proceeds of specified unlawful activity [. . .] knowing that the transaction is designed in whole or in part [. . .] to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity[.]”

13. Further, the First Circuit has found that the term “property” that is “involved in” a money laundering transaction includes both tainted and untainted property which have been comingled, so long as the “comingling was done to facilitate money laundering in violation of 18 U.S.C. § 1956(a)(1)(B)(i).” *United States v. McGauley*, 279 F.3d 62, 76 (1st Cir. 2002); *see also United States v. Lyons*, 870 F. Supp. 2d 281, 285-86 (D. Mass. 2012).

### **CRYPTOCURRENCY BACKGROUND**

14. Virtual currency is a digital asset or digital representation of value that can be electronically traded and exchanged online. Virtual currency is not backed or insured by a central bank and its value may or may not be tied to or secured by a fixed asset. Similar to many fiat currencies, many virtual currencies have a market-based value that goes up or down based on various factors.

15. Cryptocurrency is a subset of virtual currency that utilizes blockchain technology. A blockchain is a distributed ledger, recorded on a decentralized network, containing an immutable and historical record of every transaction made with the cryptocurrency.

16. Ethereum is a well-known blockchain that can be used to create different cryptocurrencies. There are many Ethereum-based cryptocurrencies that utilize the Ethereum blockchain, which are referred to in the cryptocurrency community as “tokens.” Each Ethereum-based token has its own coding (or “smart contract”) that governs how the token will operate. Tokens built using the Ethereum blockchain are fungible, meaning they can be exchanged with other Ethereum-based tokens.

17. Stablecoins are a type of virtual currency whose value is pegged to a commodity's price, such as gold, or to a fiat currency, such as the U.S. dollar, or to a different virtual currency. Stablecoins achieve their price stability via collateralization (backing) or through algorithmic mechanisms of buying and selling the reference asset or its derivatives.

18. Tether ("USDT") is a stablecoin. Each USDT token is worth \$1.00 USD and claimed to be backed by \$1.00 USD in physical reserves. Payments or transfers of value made with USDT are recorded in the blockchain network. Tether Limited is the company that manages the smart contracts and the treasury (*i.e.*, the funds held in reserve) for USDT Tokens. Tether Limited was formerly registered to do business in the British Virgin Islands and is currently registered in El Salvador.

19. To seize and forfeit applicable USDT, Tether Limited will "burn" (*i.e.*, destroy) the USDT tokens currently associated with WALLET 1, 2 and 3's cryptocurrency addresses and reissue the equivalent amount of USDT tokens and transfer that equivalent amount of USDT to a government-controlled cryptocurrency address. Tether transferred approximately 18,716,601.98564 USDT, the equivalent amount of the USDT Defendant Properties from WALLETS 1, 2 and 3, to a government-controlled cryptocurrency address on or about March 19, 2025.

20. Circle ("USDC") is another stablecoin pegged to the U.S. dollar. Circle Internet Financial, LLC is the company that manages the smart contracts and the treasury for USDC Tokens. Circle Internet Financial, LLC was located at 99 High Street, Suite 1701, in Boston, Massachusetts 02110, but is moving its headquarters to New York, New York.

21. To seize and forfeit applicable USDC, Circle Internet Financial, LLC will permanently "blocklist" or freeze the USDC tokens associated with WALLET 1. Circle Internet Financial, LLC will then wire the U.S. dollar equivalent of the blocklisted/frozen USDC tokens to a government-controlled bank account.

22. Cryptocurrency can be stored in a cryptocurrency “wallet” located, for example, in an electronic storage device, in a cloud-based server, or on a cryptocurrency exchange. Cryptocurrency transactions can be made between wallets.

23. Cryptocurrency “exchanges” are digital marketplaces where individuals can purchase or trade cryptocurrencies.

24. A “market maker” in the cryptocurrency industry is a company that offers services to cryptocurrency companies. Lawful “market maker” services include the active monitoring of cryptocurrency trading and price fluctuations, trading in a company’s cryptocurrency to capitalize on price fluctuations, and related consulting services.

### **PROBABLE CAUSE**

25. As described in the Superseding Indictment, and the attached Statement of Facts, among the manner and means by which GOTBIT, its employees, and others carried out the conspiracy and scheme to defraud were the following:

- a. Advertising purportedly legitimate services on GOTBIT’s public website while privately offering clients illegal services that included market manipulation;
- b. Engaging in manipulative trades to artificially increase the trading price and volume of cryptocurrencies for the purpose of inducing others to buy them;
- c. Soliciting cryptocurrency exchanges to reduce their trading fees in order to engage in manipulative trading of cryptocurrencies at a lower cost;
- d. Soliciting investors to buy cryptocurrencies through online marketing and messaging applications; and
- e. Selling cryptocurrencies for a profit, including at artificially inflated

prices.

26. In this fashion, GOTBIT, its employees, and its cryptocurrency company clients made millions of dollars in illicit profits.

27. GOTBIT's fraud and market manipulation activities included, by way of example only and as described further in the Superseding Indictment and Statement of Facts, manipulation of the Robo Inu cryptocurrency and the Saitama cryptocurrency.

28. Beginning in at least September 2022, GOTBIT received payments from cryptocurrency companies for its wash trading and market manipulation services using one primary cryptocurrency wallet address—WALLET 1.

29. Based on research of publicly available information, GOTBIT did not publicize that WALLET 1 belonged to GOTBIT. However, GOTBIT provided WALLET 1's address to its cryptocurrency company customers. For example, GOTBIT provided WALLET 1's address to Robo Inu to receive payments from Robo Inu. GOTBIT listed WALLET 1 on invoices that it sent to Robo Inu, including invoices sent after GOTBIT had begun its market manipulation of the Robo Inu Token.

30. To corroborate these payments, law enforcement reviewed blockchain records. Blockchain records reflect that payments were made during the relevant time from wallets known by law enforcement to be associated with Robo Inu to WALLET 1. By way of example only, those transfers included the following:

- a. On or about December 26, 2022, a Binance account associated with Robo Inu paid WALLET 1 cryptocurrency worth approximately \$3,000.
- b. On or about January 25, 2023, an address ending in 7DA97, also associated with Robo Inu, paid WALLET 1 approximately 3,000 USDT.

31. Similarly, blockchain records reflect that wallets known by law enforcement to be



associated with Saitama made payments during the relevant time period to WALLET 1, including payments after GOTBIT had begun its market manipulation of the Saitama Token. By way of example only, those transfers included the following:

- a. On or about March 17, 2023, an address ending in fB06B that is known by law enforcement to be associated with Saitama sent WALLET 1 approximately 5,000 USDT.
- b. On or about April 19, 2023, that same wallet address sent WALLET 1 approximately 5,993 USDT.

32. In total, between September 2022 and September 2024, WALLET 1 received the equivalent of at least \$42 million in cryptocurrency transfers, with many of the transfers structured in amounts similar to the payments made by Robo Inu and Saitama, up to the amount listed in Robo Inu's Market Maker Agreement. Based on government's investigation, the majority of the payments made into GOTBIT's primary account (WALLET 1) appear to have been payments from cryptocurrency companies that were utilizing GOTBIT as a market maker, including to artificially inflate the trading volume of their respective cryptocurrencies.

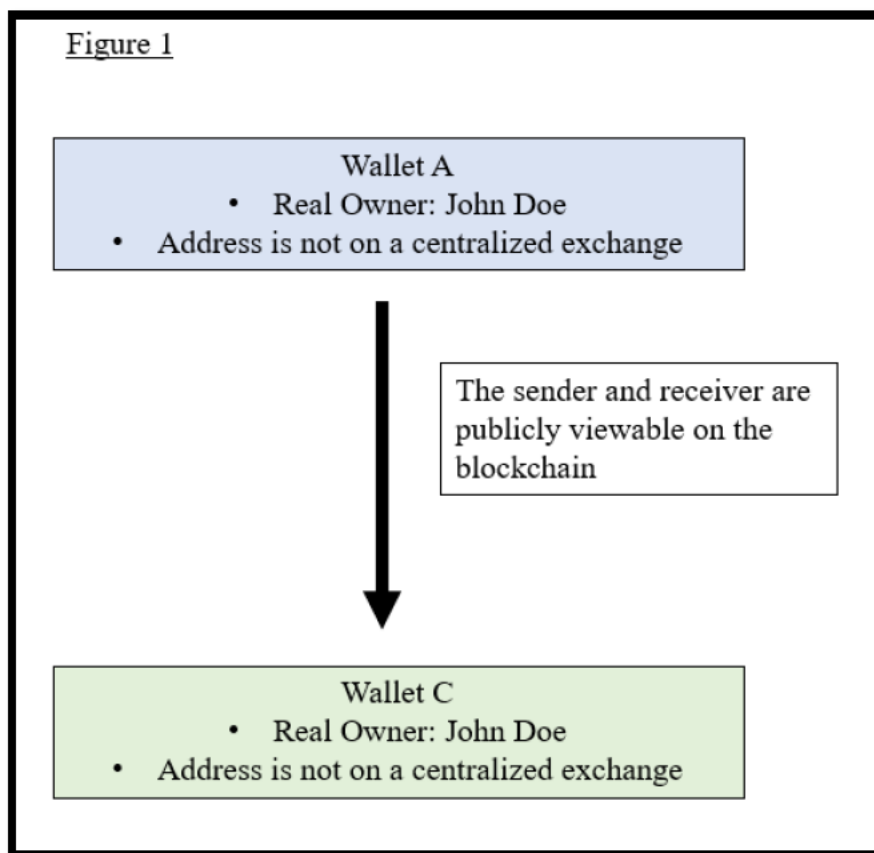
33. After receiving payments into WALLET 1, GOTBIT transferred those proceeds to an account at Binance in the name of Adriunin (the "Binance Account") in an effort to promote GOTBIT's operations, including through payments to GOTBIT's Chief Executive Officer and Founder, as described further below.

34. GOTBIT also appears to have taken steps to transfer proceeds to WALLET 2 and WALLET 3, in an effort to conceal those proceeds.

35. Individuals engaged in fraud in the cryptocurrency industry commonly use multiple cryptocurrency wallets and transfer cryptocurrency between those wallets to conceal the source of the cryptocurrency and obscure the ownership or control of the cryptocurrency wallets. This often

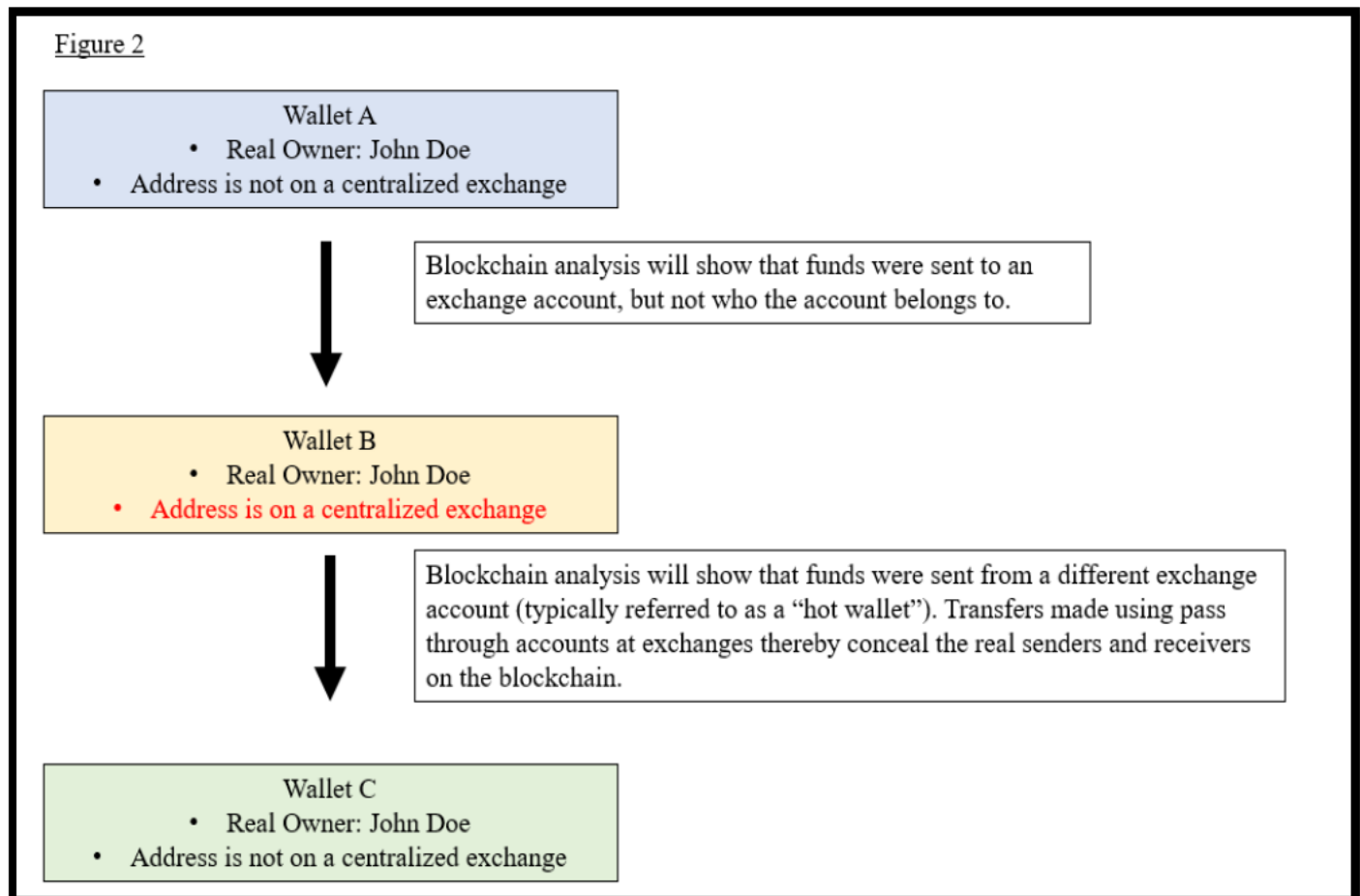
includes the transfer of cryptocurrency between wallets that are *not* controlled by a centralized exchange (which are viewable by the public on the blockchain) and wallets that *are* controlled by a centralized exchange (where the specific wallet at the exchange that controls the funds is not viewable by the public).

36. For example, consider a fraudster who controls three cryptocurrency wallets: Wallet A and Wallet C (which are not controlled by a centralized exchange) and Wallet B (which is controlled by a centralized exchange). If the fraudster transfers an Ethereum-based cryptocurrency from Wallet A directly to Wallet C, that transfer would be publicly viewable on the Ethereum blockchain. That means the public could see that the cryptocurrency in Wallet C originated from Wallet A and could also potentially trace the cryptocurrency back further to the wallet(s) that made the transfer(s) to Wallet A. This concept is illustrated in Figure 1, below.



37. However, if an individual first transfers an Ethereum-based cryptocurrency from

Wallet A (not on a centralized exchange) to Wallet B (which is controlled by a centralized exchange), and then transfers the cryptocurrency to Wallet C (not on a centralized exchange), the public could not see that the cryptocurrency in Wallet C originated from Wallet A. Instead, the public could only see that Wallet A sent funds to a centralized exchange, and that Wallet C was one of the many thousands of wallets that received cryptocurrency from the cryptocurrency exchange that day. Using centralized exchanges as a “pass through” address is therefore an effective tool to “conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity.” 18 U.S.C. § 1956(a)(1)(B)(i). This concept is illustrated in Figure 2, below.



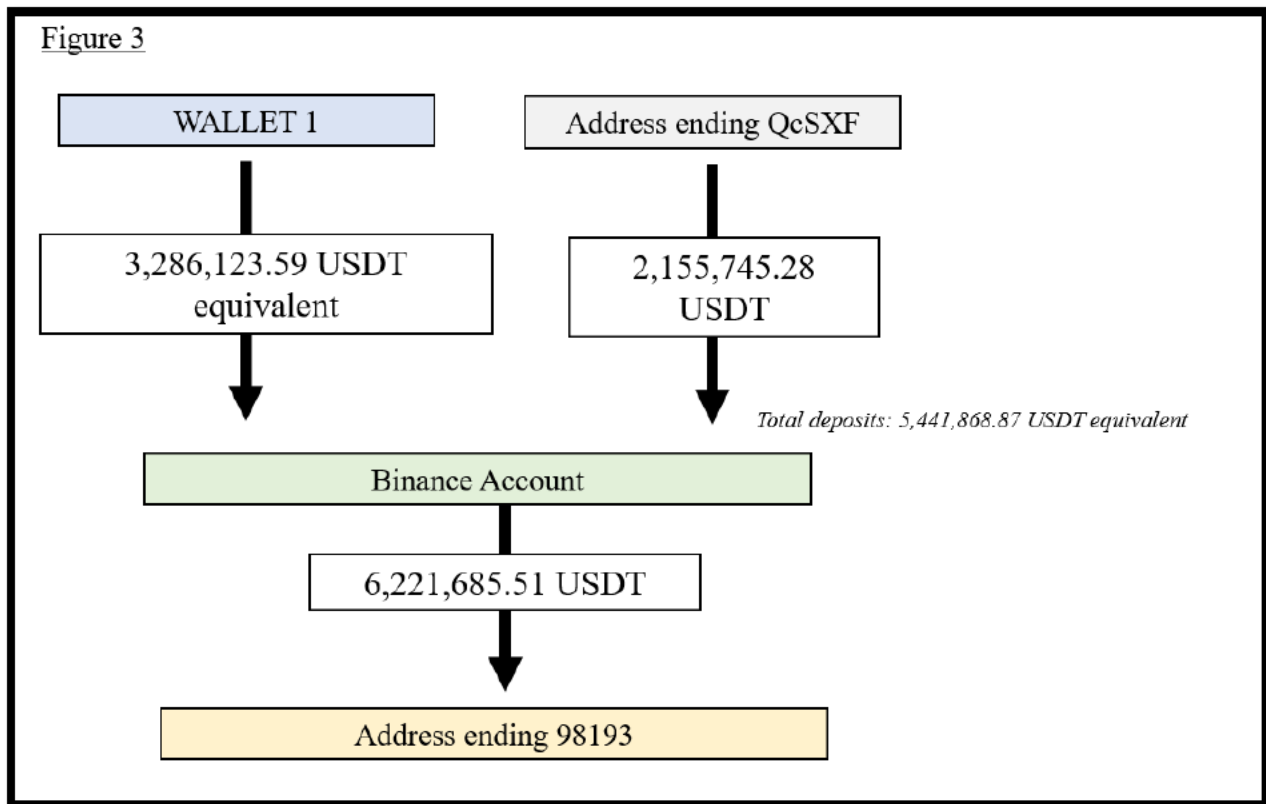
38. Based on blockchain records and records subpoenaed from the Binance

cryptocurrency exchange, there is probable cause to believe that GOTBIT used this tool to conceal payments from cryptocurrency companies.

39. As discussed above, since September 2022, WALLET 1 has received cryptocurrency deposits worth at least \$42 million, which there is probable cause to believe included, among other deposits, many payments from customers. After receiving those payments into WALLET 1, GOTBIT transferred approximately \$4.7 million worth of cryptocurrencies from WALLET 1 (*not* on a centralized exchange) to the Binance Account (which *is* on the Binance centralized exchange).

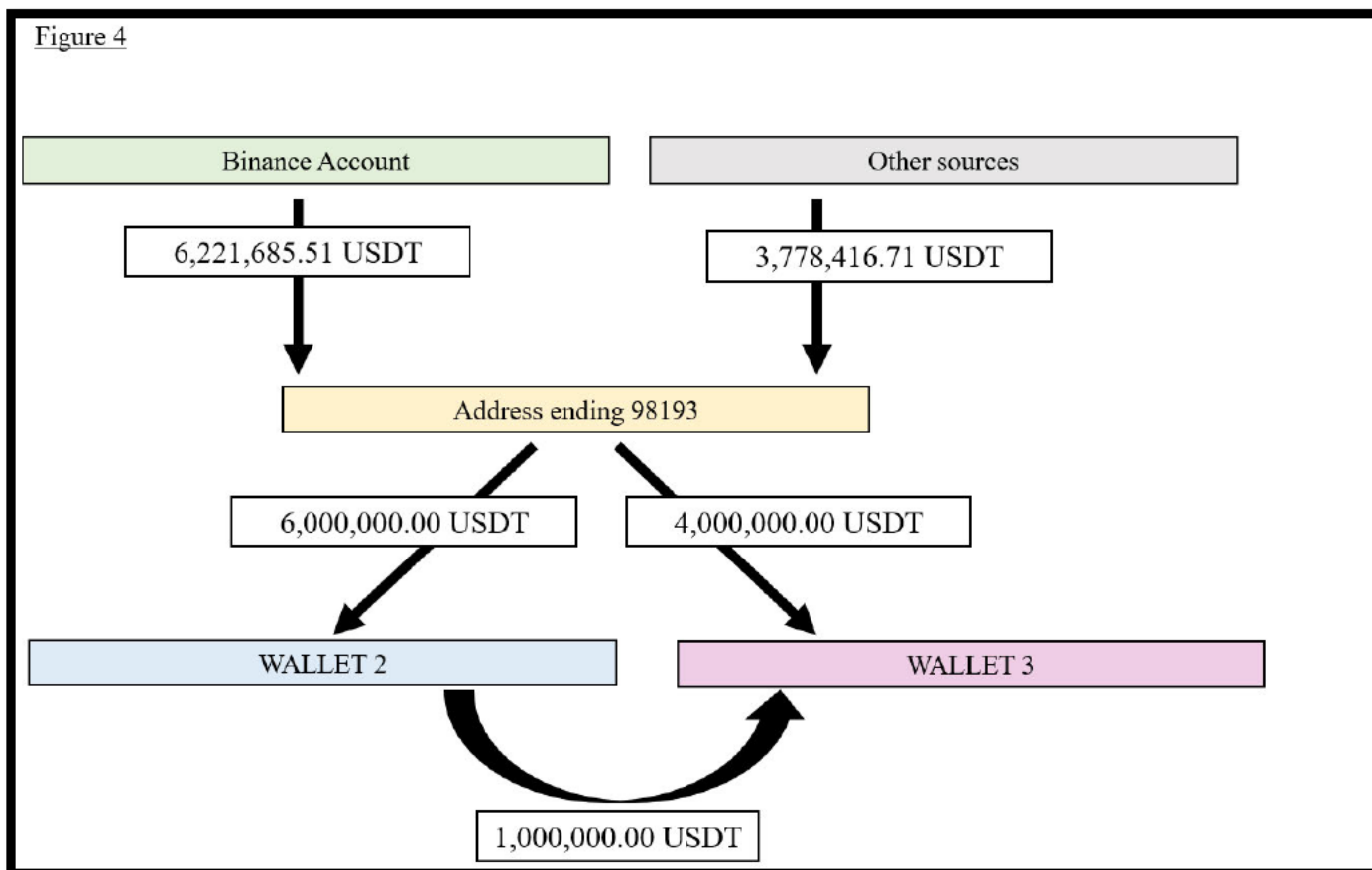
40. After the proceeds were transferred from WALLET 1 to the Binance Account, Binance records reflect that, in total, the Binance Account transferred approximately the equivalent of \$6.2 million from proceeds and other funds (as indicated in Figure 3, below) to another cryptocurrency address and then ultimately to WALLET 2 and WALLET 3, both of which are *not* on a centralized exchange. Through these transfers, GOTBIT was able to transfer millions of dollars in proceeds into WALLET 2 and WALLET 3 without the public being able to trace those proceeds back to GOTBIT's primary wallet for receiving payments (WALLET 1) and the cryptocurrency companies that made payments into WALLET 1.

41. The timing of certain transfers provides further evidence that these transfers were done for the purpose of concealment. For example, on or about May 3, 2024, WALLET 1 (*not* on a centralized exchange) transferred approximately \$3.29 million in cryptocurrency to the Binance Account (at the Binance centralized exchange). And *on that same day*, the Binance Account transferred approximately \$6.22 million in cryptocurrency to a wallet address ending in 98193, which is not on a centralized exchange. These transfers are illustrated in Figure 3, below:



42. From there, address ending 98193 sent funds to WALLET 2 and WALLET 3, both of which are *not* on a centralized exchange. Additionally, after receiving funds from the wallet address ending in 98193, WALLET 2 sent WALLET 3 approximately 1,000,000 USDT, further obfuscating the source of the funds. These transfers are illustrated in Figure 4, below:

Figure 4



43. Because the \$3.29 million in cryptocurrency sent from WALLET 1 on May 3, 2024 was funneled through the Binance Account before ultimately being sent into WALLET 2 and WALLET 3, that \$3.29 million is not traceable back to WALLET 1 absent extensive cryptocurrency tracing and access to the private Binance records obtained by law enforcement in this case.

44. Based on the foregoing, there is probable cause to believe that WALLET 1, 2, and 3 were used to receive proceeds of fraud and market manipulation, and separately, that each WALLET 1, 2, and 3 was used to conceal those proceeds, and in some instances, promote the offenses of wire fraud and market manipulation, and thus are proceeds of the illegal activity and property used to facilitate the illegal activity that are subject to forfeiture.

**CONCLUSION**

WHEREFORE, the United States of America requests:

- a. That a Warrant and Monition, in the form submitted herewith, be issued to the United States Marshals for the District of Massachusetts or its designee, commanding seizure of the Defendant Properties, and to give notice to all interested parties to appear and show cause why the forfeiture should not be decreed;
- b. That judgment of forfeiture be decreed against the Defendant Properties;
- c. That thereafter, the Defendant Properties be disposed of according to law; and
- d. For costs and all other relief to which the United States may be entitled.

Respectfully submitted,

LEAH B. FOLEY  
United States Attorney

By: /s/ Carol E. Head  
CAROL E. HEAD  
DAVID M. HOLCOMB  
Assistant United States Attorneys  
United States Attorney's Office  
1 Courthouse Way, Suite 9200  
Boston, MA 02210

Dated: March 27, 2025

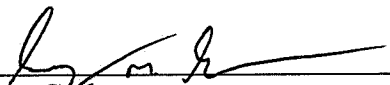
Verification

I, Greg Gerber, hereby verify and declare, under penalty of perjury, that I am a Special Agent with the Federal Bureau of Investigation and, pursuant to 28 U.S.C. § 1746, that I have read the foregoing Verified Complaint for Forfeiture *In Rem* and know the contents thereof, and that the matters contained in the Verified Complaint are true to my own knowledge, information, and belief.

The sources of my knowledge and information and the grounds of my belief are the official files and records of the United States, information supplied to me by other law enforcement officers, and my investigation of this case together with other law enforcement officers.

I hereby verify and declare under penalty of perjury that the foregoing is true and correct.

Executed this 26 day of March 2025.

  
\_\_\_\_\_  
Greg Gerber  
Special Agent  
Federal Bureau of Investigation



# EXHIBIT A

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA	)	Criminal No. 24-CR-10190-AK
	)	
v.	)	Violations:
	)	
(1) GOTBIT CONSULTING LLC,	)	<u>Count One:</u>
(2) ALEKSEI ANDRIUNIN,	)	Conspiracy to Commit
a/k/a “Alex Andryunin,”	)	Market Manipulation and Wire Fraud
(3) FEDOR KEDROV, and	)	(18 U.S.C. § 371)
(4) QAWI JALILI, a/k/a “Kavi JLL”,	)	
	)	<u>Counts Two – Three:</u>
Defendants.	)	Wire Fraud
	)	(18 U.S.C. § 1343)
	)	
	)	<u>Forfeiture Allegation:</u>
	)	(18 U.S.C. § 981(a)(1)(C) and
	)	28 U.S.C. § 2461)
	)	

SUPERSEDING INDICTMENT

At all times relevant to this Superseding Indictment:

General Allegations

1. Defendant GOTBIT CONSULTING LLC (“GOTBIT”) was a company registered in Belize. GOTBIT operated both inside and outside the United States. GOTBIT had a public website (“https://gotbit.io/”) on which it purported to offer “market making” services for cryptocurrencies, such as the active monitoring of cryptocurrency trading and price fluctuations, trading in cryptocurrencies to capitalize on price fluctuations, and related consulting services. GOTBIT received client payments using its cryptocurrency wallets, including the wallet address ending in 052E3 (the “GOTBIT Wallet”).

2. Defendant ALEKSEI ANDRIUNIN, also known as “Alex Andryunin” (“ANDRIUNIN”) lived in Russia and Portugal and was the Founder and Chief Executive Officer of GOTBIT.

3. Defendant FEDOR KEDROV (“KEDROV”) lived in Russia and worked for GOTBIT as the Director of Market Making.

4. Defendant QAWI JALILI (“JALILI”), also known as Kavi JLL, lived in Russia and worked for GOTBIT as the Director of Sales.

5. Co-conspirator 1 (“CC 1”), Co-conspirator 2 (“CC 2”), Co-conspirator 3 (“CC 3”), and Co-conspirator 4 (“CC 4”) were individuals who worked at GOTBIT.

6. Russell Armand (“Armand”) was an individual who lived in Texas and who was involved in the creation and promotion of various cryptocurrency ventures, including Saitama LLC.

7. Nam Tran (“Tran”) was an individual who lived in Washington State and who was involved in the creation and promotion of one or more cryptocurrency ventures, including Saitama LLC.

8. Manpreet Kohli (“Kohli”) was an individual who lived in the United Kingdom and who was involved in the creation and promotion of one or more cryptocurrency ventures, including Saitama LLC.

9. Vy Pham (“Pham”) was an individual who lived in California and who was involved in the creation and promotion of various cryptocurrency ventures, including Robo Inu Finance.

10. Co-conspirator 5 (“CC 5”) was an individual who lived in Australia and who was involved in the creation and promotion of the Robo Inu cryptocurrency.

11. Co-conspirator 6 (“CC 6”) was an individual who lived in an unknown location and who was involved in the creation and promotion of the Robo Inu cryptocurrency.

12. Saitama LLC (“Saitama”) was a cryptocurrency company that was incorporated in Massachusetts on or about August 24, 2021. Saitama promoted a cryptocurrency token that operated on the Ethereum blockchain (the “Saitama Token”). The Saitama Token was a security that at its peak had a market capitalization of approximately \$7.5 billion. Saitama also promoted the SaitaRealty real estate investment platform and the SaitaRealty cryptocurrency token.

13. Robo Inu Finance (“Robo Inu”) was a cryptocurrency company created in or about 2022. Robo Inu promoted a cryptocurrency token that operated on the Ethereum blockchain (the “Robo Inu Token”). Robo Inu purported to create multiple products that could be used with the Robo Inu Token, including the RoboNFT Marketplace and the RoboEx cryptocurrency exchange. The Robo Inu Token was a security.

#### Background

14. Virtual currency is a digital asset or digital representation of value that can be electronically traded and exchanged online. Virtual currency is not backed or insured by a central bank and its value may or may not be tied to or secured by a fixed asset. Cryptocurrency is a subset of virtual currency that utilizes blockchain technology. Like many fiat currencies, many cryptocurrencies have a fluctuating, market-based value.

15. Ethereum is a well-known blockchain that can be used to create different cryptocurrencies, which are referred to in the cryptocurrency community as “tokens.” Each Ethereum-based token has its own coding (or “smart contract”) that governs how the token operates. Tokens built using the Ethereum blockchain are fungible, meaning they can be exchanged for other Ethereum-based tokens.

16. Cryptocurrency can be stored in a cryptocurrency “wallet” located, for example, in an electronic storage device, in a cloud-based server, or on a cryptocurrency exchange. Cryptocurrency transactions can be made between wallets.

17. Cryptocurrency “exchanges” are digital marketplaces where individuals can purchase or trade cryptocurrencies. During the relevant period, Uniswap, BitMart, XT.com, and LBank were cryptocurrency exchanges that were available to the public, including to individuals in the United States.

18. CoinMarketCap was a publicly available website that aggregated and published information from cryptocurrency exchanges, including the trading prices and daily trading volume of various cryptocurrencies. The CoinMarketCap website also published a list of “trending” cryptocurrencies that was based, in part, on the cryptocurrencies’ trading price and daily trading volume.

#### Overview of the Conspiracy and Scheme to Defraud

19. Beginning at least in or about 2018 and continuing through in or about June 2024, GOTBIT, ANDRIUNIN, KEDROV, JALILI, CC 1, CC 2, CC 3, CC 4, and others known and unknown to the Grand Jury conspired to manipulate the trading volume and price of various cryptocurrencies in order to profit through payments from cryptocurrency companies and from the sale of those cryptocurrencies at inflated prices.

#### Objects and Purpose of the Conspiracy and Scheme to Defraud

20. The objects of the conspiracy and of the scheme to defraud were to commit market manipulation and wire fraud. The principal purpose of the conspiracy and of the scheme to defraud was for the conspirators to enrich themselves.

Manner and Means of the Conspiracy and the Scheme to Defraud

21. Among the manner and means by which GOTBIT, ANDRIUNIN, KEDROV, JALILI, CC 1, CC 2, CC 3, CC 4, and others known and unknown to the Grand Jury carried out the conspiracy and scheme to defraud were the following:

- a. Advertising purportedly legitimate services on GOTBIT's public website while privately offering clients illegal services that included market manipulation;
- b. Engaging in manipulative trades to artificially increase the trading price and volume of cryptocurrencies for the purpose of inducing others to buy them;
- c. Soliciting cryptocurrency exchanges to reduce their trading fees in order to engage in manipulative trading of cryptocurrencies at a lower cost;
- d. Soliciting investors to buy cryptocurrencies through online marketing and messaging applications;
- e. Selling cryptocurrencies for a profit, including at artificially inflated prices;
- f. Obtaining additional profits through payments from cryptocurrency companies into the GOTBIT Wallet; and
- g. Using multiple cryptocurrency wallets to promote GOTBIT's market manipulation services and conceal the source of GOTBIT's profits.

Overview of ANDRIUNIN's Management of the Conspiracy and Scheme to Defraud

22. Beginning in at least in or about 2018, ANDRIUNIN actively managed GOTBIT, directed its market manipulation and fraud scheme, and promoted GOTBIT through online advertising. For example:

23. ANDRIUNIN gave interviews promoting GOTBIT, including a 2019 interview posted on YouTube in which ANDRIUNIN described how he started GOTBIT after developing a

“trading system” to artificially inflate trading volume for cryptocurrencies with the purpose of getting those cryptocurrencies listed on CoinMarketCap and trading on larger cryptocurrency exchanges. ANDRIUNIN explained that he created an algorithm that inflated trading volume by entering a buy order from one account while simultaneously entering a sell order from another account, thus describing how wash trades deceptively created the appearance of increased trading activity. ANDRIUNIN described how GOTBIT used multiple accounts to create fake trading volume while avoiding detection.

24. ANDRIUNIN caused GOTBIT to register as a limited liability company in Belize in or about April 2021 and to list ANDRIUNIN as GOTBIT’s sole owner.

25. ANDRIUNIN also used his social media presence to promote GOTBIT, recruit GOTBIT employees, and advertise to prospective GOTBIT clients.

26. ANDRIUNIN participated in Telegram chatrooms with other GOTBIT employees to discuss the trading of various cryptocurrencies, including Telegram chatrooms named “Gotbit core” and “Gotbit Trading.”

27. ANDRIUNIN regularly held meetings with GOTBIT employees to discuss “Gotbit Goals” and to obtain a “Weekly Summary” of GOTBIT’s operations, including meetings with KEDROV and JALILI.

28. ANDRIUNIN exchanged GOTBIT business records with GOTBIT employees, including KEDROV and JALILI, and maintained those records through a cloud service provider. These records contained information about GOTBIT employees’ assignments to various GOTBIT cryptocurrency company clients, as well as data from as early as 2018 about the “Created Volume” that GOTBIT generated through wash trades for certain clients and the “fees” paid to GOTBIT for those illicit services.

29. ANDRIUNIN caused millions of dollars of GOTBIT proceeds to be transferred from the GOTBIT Wallet to ANDRIUNIN's personal Binance account and then transferred those proceeds to other cryptocurrency wallets that GOTBIT, ANDRIUNIN, and others controlled.

Additional Overt Acts in Furtherance of the Conspiracy and Scheme to Defraud

30. On or about various dates between in or about 2022 and in or about 2024, GOTBIT, ANDRIUNIN, KEDROV, JALILI, CC 1, CC 2, CC 3, and CC 4, together with others known and unknown to the Grand Jury, committed and caused to be committed the following overt acts, among others, in furtherance of the conspiracy and the scheme to defraud:

*Market Manipulation of the Robo Inu Token*

31. On or about February 12, 2022, CC 5 created a private chatroom that included Pham, KEDROV, JALILI, CC 1, CC 2, CC 3, CC 4, CC 5, and CC 6 on Telegram, an encrypted, cloud-based messaging service. CCG named the chatroom "Robo + Gotbit."

32. On or about February 25, 2022, Pham sent a message to the Robo + Gotbit chatroom asking GOTBIT to "slowly increase the volume", so that the Robo Inu Token would be "trending on cmc [CoinMarketCap]".

33. CC 3 responded, "Yeah we can increase more volume gradually but it is important that our market looks organic."

34. On or about December 27, 2022, JALILI scheduled an online meeting with ANDRIUNIN to discuss GOTBIT's operations.

35. Beginning in at least in or about 2023, ANDRIUNIN maintained GOTBIT records listing "Robo Inu" as a GOTBIT client.



36. On or about January 15, 2023, after CC 6 sent a message to the Robo + Gotbit chatroom asking GOTBIT to “get more vol on Bitmart please! Like 150-200k[,]” CC 2 responded, “I just changed the settings of our algorithm, it makes about 160k volume per day now.”

37. Later on or about that same day, traders for GOTBIT engaged in manipulative trading that increased the daily trading volume of the Robo Inu Token to a value of more than \$160,000.

38. On or about January 16, 2023, in response to a message from CC 6 directing GOTBIT to “raise the volume on Bitmart please, above 1.1mil daily,” KEDROV responded, “Sure, will be done.”

39. Later that same day, CC 2 replied by warning against raising the trading volume so dramatically, because it would risk revealing their scheme. CC2 wrote: “Yesterday I already raised volume above 120k, I suggest not to put 1.1 million at once, and raise it step by step ... this has to be done because CMC itself can detect suspicious activity in the market and exclude volumes from bitmart.” Between on or about March 6, 2023 and on or about March 7, 2023, CC 2 and Pham exchanged the following messages, among others, in the Robo + Gotbit chatroom:

- a. Pham asked, “How much and how long will it take for us to raise the volume on bitmart to 1mil?”
- b. CC 2 responded, “I can do it in 6 hours, it will cost about \$200.”
- c. Pham asked, “Can we start now?”
- d. CC 2 responded, “Okay, starting then” and later stated, “Volumes are in progress, 330k already done.”
- e. Pham stated, “It just got trended a few hours ago” and “please make sure we have 1mil volume for the next 24 hours or so.”

f. CC 3 responded, “Yea of course.”

40. On or about March 6, 2024, traders for GOTBIT engaged in manipulative trading that increased the daily trading volume of the Robo Inu Token to a value of more than \$1 million, which, in part, caused the Robo Inu Token to start “trending” on Coin Market Cap.

41. On or about May 21, 2023, after Pham sent a message to the Robo + Gotbit chatroom stating, “Pls increase the volume to 1mil[,]” traders for GOTBIT increased the daily trading volume of the Robo Inu Token from a value of approximately \$100,000 to a value of more than \$1.4 million.

42. On or about May 22, 2023, CC 2 sent a message to the Robo + Gotbit chatroom stating that GOTBIT “met your volume target, right now the volume for the last 24 hours on Bitmart is \$1.5M.”

43. On or about May 23, 2023, in response to the daily trading volume of the Robo Inu Token falling back below \$1 million, Pham sent a message to the Robo + Gotbit chatroom directing GOTBIT to increase the daily trading volume back to over \$1 million, to which CC 2 responded, “sorry for that” and “[l]et me increase it back fast.”

44. Later on or about May 24, 2023, traders for GOTBIT increased the daily trading volume of the Robo Inu Token to more than \$1.2 million.

45. On or about May 24, 2024, Pham, JALILI, and CC 4 had a video teleconference to discuss GOTBIT’s “market making” services. During the conversation:

- a. Pham asked, “Are you able to raise that volume ya know, over 1 million [. . .] using your experience [to] make it look organic?”
- b. CC 4 responded, “Yes that’s definitely something we can achieve” and “it’s very cheap to maintain the volume above even 1 million on Bitmart. However, my

recommendation is of course to have it fluctuating, sometimes having it go below” to “make it look more naturally appearing.”

- c. Pham then said, “the basic goal right now is to create that FOMO [fear of missing out] by looking as organic volume.”
- d. JALILI responded, “yea” and then stated, “we have good connections with Bitmart [ . . . ] I’ll text one of the contacts that I have there.”
- e. Pham then requested an “official agreement” from GOTBIT that described the “trading activity” GOTBIT would provide.
- f. JALILI agreed to send a contract but also said that certain countries are “kinda regulated [ . . . ] so that is why if you’re looking for having more detailed agreements [ . . . ] we’re not going to be having those things very clearly stated.”

46. After the teleconference, on or about May 27, 2024, JALILI provided Pham a document entitled, “Market Maker Agreement” between “Gotbit Consulting LLC” and “Robo Global Investment Pte Ltd.” Pursuant to the agreement, GOTBIT agreed to provide the following “services” (among others):

- a. “[T]rading volume system and liquidity system on the Exchanges in order to fulfill the minimum trading volume requirements of the Exchanges (the ‘Trading Volume Requirements’).”
- a. “The Trading Volume Requirements shall be communicated by Client to the Marker Maker.”
- b. “The Market Maker agrees that it is solely responsible for fulfilling the Trading Volume Requirements.”

- c. “The Market Maker acknowledges that its ability to continue as a market maker is dependent upon its ability to meet or exceed the Trading Volume Requirements and will allocate the necessary resources and take all reasonable measures to achieve the Trading Volume Requirements as agreed upon with the Client.”
  - d. “The Fee shall not be due for months where the Market Maker fails to meet the Trading Volume Requirements.”
47. The “Market Maker Agreement” identified GOTBIT’s fees in exchange for these services, which included:
- a. “15,000 USDT shall be paid upon signing the agreement covering 3 months of MM support on 1 exchange.”
  - b. “2% of the token liquidation generated by the Market Maker.”
  - c. “20% of the net profit generated by the Market Maker.”
48. On or about May 30, 2024, Pham created a private chatroom that included Pham, JALILI, KEDROV, and others on Telegram. Pham named the chatroom “RBIF Gotbit”.
49. On or about that same day, Pham, JALILI, and KEDROV exchanged the following messages, among others, on the RBIF Gotbit chatroom:
- a. Pham asked JALILI, and KEDROV whether Gotbit could engaged in further manipulative trading to boost the trading volume of Robo Inu. Pham said: “Last time you guys helped us to get over 1mil dollars of trading volume on bitmart to create hype and fomo [fear of missing out] so can we do it again with this contract when the trading starts on bitmart and even possible to maintain throughout the trading on bitmart?”

- b. JALILI responded, “Ofc [of course] its possible we can hit 1m in volume on bitmart.”
- c. KEDROV responded, “Confirm, but we need to keep in mind trading fees every exchange have” and “I would recommend to sync volume with marketing activities.”
- d. KEDROV further warned against creating too much volume, to avoid discovery of their scheme: “1m volume on Bitmart is too high for organic activity, we recommend to keep less volume to show it more organic.”

50. On or about June 3, 2024, GOTBIT sent Pham a copy of the Market Maker Agreement signed by ANDRIUNIN.

51. On or about June 4, 2024, JALILI created a private Telegram chatroom named “Robo Inu x bitmart” that included JALILI, Pham, and a representative from the Bitmart cryptocurrency exchange.

52. On or about June 6, 2024, Pham, KEDROV, and others had a video teleconference during which KEDROV confirmed that GOTBIT’s “market making service” reflected in the Market Maker Agreement included GOTBIT’s ability to “push the price” and “increase the volume” on cryptocurrency exchanges.

*Market Manipulation of the Saitama Token*

53. Beginning in or about 2023, KEDROV, CC 1, CC 2, CC 3, Tran, Kholi, and Armand communicated with representatives of LBank using a private Telegram chatroom (the “LBank chatroom”) and with representatives of XT.com using another private Telegram chatroom (the “XT.com chatroom”).

54. On or about March 17, 2023, Tran sent a message to the LBank chatroom identifying KEDROV, CC 1, CC 2, and CC 3 as the “new MM [market maker] team.”

55. On or about March 30, 2023, CC 2 sent a message to the LBank chatroom stating that GOTBIT had obtained three accounts on the LBank cryptocurrency exchange that were not subject to trading fees.

56. On or about April 29, 2023, in response to a message from a representative from LBank that “our risk control found that your trading volume is too high” and “please reduce the trading volume under 200k ASAP”, CC 3 responded, “[w]e already decreased our volume but it will take some time to make the daily volume figure go down” and “I think result will be noticeable in about 6 hours.”

57. On or about June 6, 2023, in response to a message from a representative from LBank that Saitama needed to “increase the trading volume at least 10k usdt per day[,]” Tran sent a message to the LBank chatroom stating, “Okay” and “let me check with mm [market maker]”.

58. On or about November 15, 2023, CC 3 sent a message to the XT.com chatroom stating, “I’m from Gotbit and we’re preparing accounts for MM [market marking] on XT” and then identified three trading accounts on the XT.com cryptocurrency exchange that were controlled by GOTBIT.

59. On or about November 16, 2023, Tran sent a Telegram message to the XT.com chatroom requesting that XT.com “check on the reduce fee so we can make greater volume and attract more users / investors to XT.” Tran said, “we are bringing more users and bring more volume to the platform.”

60. On or about November 16 and November 17, 2023, traders for GOTBIT engaged in manipulative trading to increase the trading volume of the Saitama Token on XT.com.

COUNT ONE  
Conspiracy To Commit Market Manipulation and Wire Fraud  
(18 U.S.C. § 371)

The Grand Jury charges:

61. The Grand Jury re-alleges and incorporates by reference paragraphs 1 through 60 of this Indictment.

62. Beginning in at least in or about 2018 and continuing through in or about June 2024, in the District of Massachusetts and elsewhere, the defendants,

- (1) GOTBIT CONSULTING LLC,
- (2) ALEKSEI ANDRIUNIN, a/k/a “Alex Andryunin,”
- (3) FEDOR KEDROV, and
- (4) QAWI JALILI, a/k/a “Kavi JLL,”

conspired with CC 1, CC 2, CC 3, CC 4, and others known and unknown to the Grand Jury to:

- a. commit market manipulation, that is, knowingly and willfully, by the use of the mails and any means and instrumentality of interstate commerce, directly and indirectly to effect a series of transactions in securities registered on a national securities exchange, and securities not so registered, to create actual and apparent active trading in such securities, and to raise and depress the price of such securities, for the purpose of inducing the purchase and sale of such securities by others, in violation of Title 15, United States Code, Sections 78i(a)(2) and 78ff(a); and
- b. commit wire fraud, that is, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of materially false and fraudulent pretenses, representations and promises, to transmit and cause to be transmitted, by means of wire communications in interstate and foreign commerce,

writings, signs, signals, pictures, and sounds, for the purpose of executing the scheme to defraud, in violation of Title 18, United States Code, Section 1343.

All in violation of Title 18, United States Code, Section 371.



COUNTS TWO – THREE

Wire Fraud  
(18 U.S.C. § 1343)

The Grand Jury further charges:

63. The Grand Jury re-alleges and incorporates by reference paragraphs 1 through 60 of this Indictment.

64. In or about May 2024 and in or about June 2024, in the District of Massachusetts and elsewhere, the defendants,

- (1) GOTBIT CONSULTING LLC,
- (2) ALEKSEI ANDRIUNIN, a/k/a “Alex Andryunin,”
- (3) FEDOR KEDROV, and
- (4) QAWI JALILI, a/k/a “Kavi JLL,”

having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire communications in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing the scheme to defraud, as set forth below:

Count	Approximate Date	Description
2	May 24, 2024	Teleconference between JALILI, a GOTBIT employee located outside Massachusetts, and Pham, located inside Massachusetts, and others, to discuss artificially inflating the trading volume of the Robo Inu Token through manipulative trading.
3	June 6, 2024	Teleconference between KEDROV, a GOTBIT employee located outside Massachusetts, and Pham, located inside Massachusetts, and others to discuss artificially inflating the price and trading volume of the Robo Inu Token through manipulative trading.

All in violation of Title 18, United State Code, Section 1343.

FORFEITURE ALLEGATION

(18. U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c))

65. Upon conviction of one of more of the offenses in violation of Title 18, United States Code, Section 371, relating to conspiracy to commit wire fraud and market manipulation (as set forth in Count One), and Title 18, United States Code, Section 1343, relating to wire fraud (as set forth in Counts Two and Three), the defendants,

- (1) GOTBIT CONSULTING LLC,
- (2) ALEKSEI ANDRIUNIN, a/k/a “Alex Andryunin,”
- (3) FEDOR KEDROV, and
- (4) QAWI JALILI, a/k/a “Kavi JLL”,

shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses.

66. If any of the property described in Paragraph 65, above, as being forfeitable pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), as a result of any act or omission of the defendants –


- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty;

it is the intention of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendants up to the value of the property described in Paragraph 65 above.

All pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

A TRUE BILL

  
\_\_\_\_\_  
FOREPERSON

  
\_\_\_\_\_  
CHRISTOPHER J. MARKHAM  
DAVID M. HOLCOMB  
ASSISTANT UNITED STATES ATTORNEYS  
DISTRICT OF MASSACHUSETTS

District of Massachusetts: 10/31, 2024  
Returned into the District Court by the Grand Jurors and filed.

/s/Thomas F. Quinn 10/31/24 @ 2:35pm.  
DEPUTY CLERK

# EXHIBIT B



**U.S. Department of Justice**

**Leah B. Foley**  
United States Attorney  
District of Massachusetts

Main Reception: (617) [REDACTED]

John Joseph Moakley United States Courthouse  
1 Courthouse Way  
Suite 9200  
Boston, Massachusetts 02210

March 18, 2025

Roger Burlingame, Esq.  
Dechert LLP  
Three Bryant Park, 1095 Avenue of the Americas  
New York, New York 10036

Re: United States v. Gotbit Consulting LLC et al.  
Criminal No. 24-10190-AK

Dear Attorney Burlingame:

The United States Attorney for the District of Massachusetts (the "U.S. Attorney") and your client, Gotbit Consulting LLC ("Gotbit" or "Defendant"), agree as follows, pursuant to Federal Rule of Criminal Procedure ("Rule") 11(c)(1)(C):

1. Change of Plea

As early as practicable, Defendant will plead guilty to the Superseding Indictment in the above matter, which charges conspiracy to commit market manipulation and wire fraud, in violation of 18 U.S.C. § 371 (Count One), and wire fraud, in violation of 18 U.S.C. § 1343 (Counts Two and Three). Defendant admits that Defendant committed the crimes specified in these counts and is in fact guilty of each one. Defendant agrees that venue for each charge in the Superseding Indictment is proper in the District of Massachusetts. Defendant also knowingly waives any applicable statute of limitations and any legal or procedural defects in the Superseding Indictment.

2. Penalties

Defendant faces the following maximum penalties:

- a) On Count One, conspiracy to commit market manipulation and wire fraud, a fine of \$500,000 or twice the pecuniary gain or loss from the offense, whichever is greater; a term of probation of not more than five years; a mandatory special assessment of \$400; restitution; and forfeiture.

- b) On Counts Two and Three, wire fraud, a fine of \$500,000 or twice the pecuniary gain or loss from the offense, whichever is greater; a term of probation of not more than five years; a mandatory special assessment of \$400; restitution; and forfeiture.

3. Rule 11(c)(1)(C) Plea

In accordance with Rule 11(c)(1)(C), if the Court accepts this Plea Agreement, the Court must include the agreed disposition in the judgment. If the Court rejects any part of this Plea Agreement, the U.S. Attorney may void the agreement and/or Defendant may withdraw from it. Defendant may not withdraw Defendant's plea for any other reason.

Should the U.S. Attorney void the agreement and/or Defendant move to withdraw Defendant's guilty plea, Defendant agrees to waive any defenses based upon statute of limitations, the constitutional protection against pre-indictment delay, and the Speedy Trial Act for all charges that could have been brought as of the date of this Plea Agreement.

4. Sentencing Guidelines

The parties agree that Counts 1, 2, and 3 group for purposes of calculating Defendant's sentence under the United States Sentencing Guidelines ("USSG"), and that Defendant's offense level is calculated as follows:

- a) Defendant's offense level is calculated under USSG § 8C2.3(a) by reference to USSG § 2B1.1:
  - i. Defendant's base offense level is 7, because Defendant's convictions on Counts Two and Three carry a statutory maximum term of imprisonment of 20 years or more (USSG § 2B1.1(a)(1));
  - ii. Defendant's offense level is increased by 2, because the offenses involved 10 or more victims (USSG § 2B1.1(b)(2)(A)(i)); and
  - iii. Defendant's offense level is increased by 2, because a substantial part of a fraudulent scheme was committed from outside the United States, and the offenses otherwise involved sophisticated means and Defendant intentionally engaged in or caused the conduct constituting sophisticated means (USSG § 2B1.1(b)(10)(B), (C)).
- b) Defendant's culpability score is 6:
  - i. Defendant's score starts with 5 points (USSG § 8C2.5(a));

- ii. Defendant's score is increased by 2 points, because Defendant had 50 or more employees and an individual within substantial authority personnel participated in, condoned, or was willfully ignorant of the offenses (USSG § 8C2.5(b)(4)); and
  - iii. Defendant's score is decreased by 1, because Defendant clearly demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct (USSG § 8C2.5(g)(3)).
- c) The term of probation is at least one year but not more than five years (USSG § 8D1.2(a)(1)).

The parties agree that the fraudulent scheme caused loss as defined under USSG § 2B1.1(b)(1). Specifically, the scheme caused reasonably foreseeable pecuniary harm to dispersed market participants who purchased cryptocurrencies at fraudulently inflated prices and lost money after those prices later dropped, once the prices of those cryptocurrencies were no longer artificially inflated. However, neither these losses nor the gain that resulted from the offense can reasonably be estimated based on available information for the purpose of applying an increase to Defendant's offense level under USSG § 2B1.1(b)(1). See App. Note 3(C).

Defendant understands that the Court is not required to follow this calculation. Defendant also understands that the government will object to any reduction in Defendant's sentence based on acceptance of responsibility, and may be released from the parties' agreed-upon disposition in Paragraph 5 if: (a) at sentencing, Defendant (directly or through counsel) indicates that Defendant does not fully accept responsibility for having engaged in the conduct underlying each of the elements of the crimes to which Defendant is pleading guilty; or (b) by the time of sentencing, Defendant has committed a new federal or state offense, or has in any way obstructed justice.

Nothing in this Plea Agreement affects the U.S. Attorney's obligation to provide the Court and the U.S. Probation Office with accurate and complete information regarding this case.

#### 5. Agreed Disposition

The parties agree on the following sentence:

- a) No fine, in light of the forfeiture agreed upon by the Defendant and the U.S. Attorney in Paragraph 7 and the monetary relief agreed upon by Defendant and the U.S. Securities and Exchange Commission ("SEC") in Case No. 24-cv-12589-AK ("the SEC Proceeding");
- b) forfeiture as set forth in Paragraph 7;
- c) 5 years of probation as set forth in Paragraph 8; and

- d) mandatory special assessments totaling \$1,200, which Defendant must pay to the Clerk of the Court by the date of sentencing.

Defendant agrees that all criminal monetary penalties, including special assessment, forfeiture, and/or fine imposed shall be due and payable immediately, and further agrees that any Court-ordered repayment schedule does not preclude further enforcement or collection by the United States.

The agreed disposition takes into account, among other things, Defendant's agreement to cease, immediately and permanently, to exist or operate; Defendant's agreement to the proposed Consent Judgment in the SEC Proceeding; and Defendant's agreement to forfeit approximately \$23 million in cryptocurrency.

#### 6. Waiver of Appellate Rights and Challenges to Conviction or Sentence

Defendant has the right to challenge Defendant's conviction and sentence on "direct appeal." This means that Defendant has the right to ask a higher court (the "appeals court") to look at what happened in this case and, if the appeals court finds that the trial court or the parties made certain mistakes, overturn Defendant's conviction or sentence. Also, in some instances, Defendant has the right to file a separate civil lawsuit claiming that serious mistakes were made in this case and that Defendant's conviction or sentence should be overturned.

Defendant understands that Defendant has these rights, but now agrees to give them up. Specifically, Defendant agrees that:

- a) Defendant will not challenge Defendant's conviction on direct appeal or in any other proceeding, including in a separate civil lawsuit; and
- b) Defendant will not challenge Defendant's sentence, including any court orders related to forfeiture, restitution, fines or supervised release, on direct appeal or in any other proceeding, including in a separate civil lawsuit.

The U.S. Attorney agrees not to appeal the imposition of the sentence agreed to by the parties in paragraph 5.

Defendant understands that, by agreeing to the above, Defendant is agreeing that Defendant's conviction and sentence will be final when the Court issues a written judgment after the sentencing hearing in this case. That is, after the Court issues a written judgment, Defendant will lose the right to appeal or otherwise challenge Defendant's conviction and sentence regardless of whether Defendant later changes Defendant's mind or finds new information that would have led Defendant not to agree to give up these rights in the first place.

Defendant is agreeing to give up these rights in exchange for concessions the U.S. Attorney is making in this Agreement.



The parties agree that, despite giving up these rights, Defendant keeps the right to later claim that Defendant's lawyer rendered ineffective assistance of counsel, or that the prosecutor or a member of law enforcement involved in the case engaged in misconduct serious enough to entitle Defendant to have Defendant's conviction or sentence overturned.

7. Forfeiture

Defendant understands that the Court has the authority, upon acceptance of Defendant's guilty plea, to enter an order of forfeiture as part of Defendant's sentence, and that the order of forfeiture may include assets directly traceable to Defendant's offense, assets used to facilitate Defendant's offense, substitute assets and/or a money judgment equal to the value of the property derived from, or otherwise involved in, the offense.

Defendant also understands that the U.S. Attorney will file a civil forfeiture action against the following property in the United States Court for the District of Massachusetts:

- a. All Tether ("USDT"), with a value of approximately \$9,016,612, stored in or accessible in the cryptocurrency wallet with address 0x290B6eBbdca04eE984fB8617E1b92deea23052E3;
- b. All Circle ("USDC"), with a value of approximately \$4,177,063, stored in or accessible in the cryptocurrency wallet with address 0x290B6eBbdca04eE984fB8617E1b92deea23052E3;
- c. All USDT, with a value of approximately \$4,975,000, stored in or accessible in the cryptocurrency wallet with address 0xB937Ba9358D20EFcDB5F0fD363Ca963989A536ec; and
- d. All USDT, with a value of approximately \$4,725,000, stored in or accessible in the cryptocurrency wallet with address 0x64b9de4EDE0D4d8C0155c5F1899aA727D539F258.

**Defendant acknowledges that these assets are also listed for forfeiture in the plea agreement of Aleksei Andriunin, Defendant's sole member, and that these assets belong to the Defendant and are solely controlled by Andriunin on Defendant's behalf.**

Defendant admits that these assets are subject to forfeiture because they (1) constitute, or are derived from, proceeds of Defendant's offenses and/or (2) were involved in a transaction or attempted transaction in violation of one or more specified statutory offenses. Defendant agrees that it would be impracticable to separate the portion of the above assets directly traceable to proceeds of the criminal offenses alone for forfeiture in the criminal case and therefore, in lieu of criminal forfeiture, consents to civil forfeiture of the above assets.

Defendant agrees to waive service of the civil forfeiture complaint, to consent to venue in the District of Massachusetts, to consent to the entry of all orders of forfeiture for the above assets in the civil forfeiture case, and to refrain from filing a claim or otherwise contest the civil forfeiture of the above assets.

Defendant agrees to assist fully in the forfeiture of the above assets. Defendant agrees to promptly take all steps necessary to pass clear title to the above assets to the United States, including but not limited to executing any and all documents necessary to transfer such title, assisting in bringing any assets located outside of the United States within the jurisdiction of the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are not sold, disbursed, wasted, hidden or otherwise made unavailable for forfeiture. Defendant further agrees (a) not to assist any third party in asserting a claim to the forfeited assets in an ancillary proceeding, and (b) to testify truthfully in any such proceeding.

Defendant understands and agrees that forfeiture shall not satisfy or affect any fine, lien, penalty, restitution, cost of imprisonment, tax liability or any other debt owed to the United States.

Defendant also agrees to waive all constitutional, legal, and equitable challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement.

Defendant hereby waives and releases any claims Defendant may have to any vehicles, currency, or other personal property seized by the United States, or seized by any state or local law enforcement agency and turned over to the United States, during the investigation and prosecution of this case, and consents to the forfeiture of all such assets.

8. Probation

Defendant understands that the Court will, upon acceptance of Defendant's guilty plea, order the following conditions of probation for a period of five years, in addition to any mandatory conditions of probation:

- a) The Defendant shall cease to exist or operate.

The parties agree that these conditions are applicable pursuant to USSG §§ 8D1.1(a)(6)-(8) and consistent with USSG § 8B1.2.

9. Civil Liability

This Plea Agreement does not affect any civil liability, including any tax liability, Defendant has incurred or may later incur due to Defendant's criminal conduct and guilty plea to the charges specified in Paragraph 1 of this Agreement.

10. Breach of Plea Agreement

Defendant understands that if Defendant breaches any provision of this Agreement, violates any condition of Defendant's pre-trial release or commits any crime following Defendant's execution of this Plea Agreement, Defendant cannot rely upon such conduct to withdraw Defendant's guilty plea. Defendant's conduct, however, would give the U.S. Attorney the right to be released from the U.S. Attorney's commitments under this Agreement, to pursue any charges that were, or are to be, dismissed under this Agreement, and to use against Defendant any of Defendant's statements, and any information or materials Defendant provided to the government during investigation or prosecution of Defendant's case—even if the parties had entered any earlier written or oral agreements or understandings about this issue.

Defendant also understands that if Defendant breaches any provision of this Agreement or engages in any of the aforementioned conduct, Defendant thereby waives any defenses based on the statute of limitations, constitutional protections against pre-indictment delay, and the Speedy Trial Act, that Defendant otherwise may have had to any charges based on conduct occurring before the date of this Agreement.

11. Who is Bound by Plea Agreement

This Agreement is only between Defendant and the U.S. Attorney for the District of Massachusetts. It does not bind the Attorney General of the United States or any other federal, state, or local prosecuting authorities.

12. Modifications to Plea Agreement

This Agreement can be modified or supplemented only in a written memorandum signed by both parties, or through proceedings in open court.

\* \* \*

If this letter accurately reflects the agreement between the U.S. Attorney and Defendant, please have Defendant sign the Acknowledgment of Plea Agreement below. Please also sign below as Witness. Return the original of this letter to Assistant U.S. Attorney David M. Holcomb.

Sincerely,

LEAH B. FOLEY  
United States Attorney

By:   
\_\_\_\_\_  
SETH B. KOSTO  
Chief  
Securities, Financial & Cyber Fraud Unit

KRISS BASIL  
Deputy Chief  
Securities, Financial & Cyber Fraud Unit

  
\_\_\_\_\_  
DAVID M. HOLCOMB  
CHRISTOPHER J. MARKHAM  
Assistant U.S. Attorneys

ACKNOWLEDGMENT OF PLEA AGREEMENT

I, Aleksei Andriunin, the sole member, Chief Executive Officer, and duly authorized representative of Gotbit Consulting LLC (“Gotbit”), hereby expressly acknowledge the following: (1) that I have read this entire Agreement as well as the other documents filed herewith in conjunction with this Agreement, including the Superseding Indictment and Agreed-Upon Statement of Facts in Exhibit A; (2) that Gotbit has had an opportunity to discuss this Agreement fully and freely with its counsel; (3) that Gotbit fully and completely understands each and every one of the terms of this Agreement; (4) that Gotbit is fully satisfied with the advice and representation provided to it by its counsel; (5) that I am authorized on behalf of Gotbit to enter into this Agreement and to take all such actions as may be necessary to effectual this Agreement; (6) that Gotbit has signed this Agreement knowingly and voluntarily; and (7) no additional promises or representations have been made to Gotbit by any officials of the United States in connection with this matter.



\_\_\_\_\_  
GOTBIT CONSULTING LLC  
Defendant  
By: Aleksei Andriunin  
Authorized Representative

Date: 3/19/25

ACKNOWLEDGEMENT BY COUNSEL

I, Roger Burlingame, an attorney representing Gotbit Consulting LLC, hereby expressly acknowledge the following: (1) that I have reviewed and discussed this Agreement with my client; (2) that I have explained fully each one of the terms of the Agreement to my client; (3) that I have answered fully each and every question put to me by my client regarding the Agreement; and (4) that I believe my client fully and completely understands all of the Agreement’s terms.



\_\_\_\_\_  
ROGER BURLINGAME, ESQ.  
Attorney for Gotbit Consulting LLC

Date: 3/19/25

**Exhibit A**

(Agreed-Upon Statement of Facts)

Pursuant to the plea agreement in *United States v. Gotbit Consulting LLC et al.*, Case No. 24-cr-10190, Defendant GOTBIT CONSULTING LLC (“GOTBIT”) and the United States Attorney for the District of Massachusetts (the “U.S. Attorney”) agree to the following statement of facts.

1. GOTBIT was a company registered in Belize.

2. GOTBIT had a public website (“https://gotbit.io/”) on which it offered “market making” services for cryptocurrencies, such as the active monitoring of cryptocurrency trading and price fluctuations, trading in cryptocurrencies to capitalize on price fluctuations, and related consulting services.

3. GOTBIT’s website advertised, as “Our Friends,” the names of various cryptocurrency trading platforms and firms:

/OUR FRIENDS

Gotbit is a tight-knit community of **successful Web3 founders** who support and empower each other to achieve greatness

We work collaboratively to build the infrastructure of the future and are committed to transparency and trust in all our business dealings. Join us and become part of the Gotbit family today.

[GET IN TOUCH >](#)



4. GOTBIT’s website also declared that GOTBIT had \$1.3 billion in assets under management and over 400 clients:

/ GOTBIT HEDGE FUND  
IN NUMBERS

1.3B

Assets under  
management

Funds managed by Gotbit and provided by our Market-Making  
clients, investors, and VCs

400+

Live Institutional clients

Mostly Founders of web3 startups, VCs GPs and LPs, Family  
offices

5. GOTBIT had more than 180 employees, all of whom were located outside the United States. Those employees included, for example:
- a. ALEKSEI ANDRIUNIN, also known as “Alex Andryunin” (“ANDRIUNIN”), who lived in Russia and Portugal and was the Founder and Chief Executive Officer of GOTBIT;
  - b. FEDOR KEDROV (“KEDROV”), who lived in Russia and was GOTBIT’s Director of Market Making; and
  - c. QAWI JALILI, also known as “Kavi JLL” (“JALILI”), who lived in Russia and was GOTBIT’s Director of Sales.


6. ANDRIUNIN gave interviews promoting GOTBIT, including a 2019 interview posted on YouTube in which ANDRIUNIN described how he started GOTBIT after developing a “trading system” to artificially inflate trading volume for cryptocurrencies with the purpose of getting those cryptocurrencies listed on CoinMarketCap (a website that published a list of “trending” cryptocurrencies) and trading on larger cryptocurrency exchanges. ANDRIUNIN explained that he created an algorithm that inflated trading volume by entering a buy order from

one account while simultaneously entering a sell order from another account, thus describing how wash trades deceptively created the appearance of increased trading activity. ANDRIUNIN described how GOTBIT used multiple accounts to create fake trading volume while avoiding detection.

7. ANDRIUNIN also used his social media presence to promote GOTBIT, recruit GOTBIT employees, and advertise to prospective GOTBIT clients.

8. GOTBIT and its employees advertised services for “crafting and executing a tailored growth strategy” for clients’ tokens with the primary goal of “generat[ing] buy pressure”:

/ GOTBIT HEDGE FUND IS BEYOND CRYPTO MARKET



By harnessing the collective success stories of our clients, the Gotbit Hedge Fund team is committed to crafting and executing a tailored growth strategy for your token. Our primary goal is to **generate buy pressure** within your market. Founders decide to leverage it for price appreciation or profit generation.

Our vision is entirely based on the belief that market-making solves the primary pain of Web3 founders, which is funding their team & operations after TGE. Therefore our trading desk and AI-powered Software generate profit for our customers and allow them to build the best crypto products that'll someday change the world.

No matter where you are in the process, from launching to coordinated market-making across an infinite number of exchanges, Gotbit Hedge Fund will be your best partner.

**GET GROWTH STRATEGY** ▶

9. Privately, GOTBIT offered clients an illegal market manipulation service.

10. GOTBIT’s “market making agreements” with clients listed services that included a “trading volume system ... in order to fulfill the minimum trading volume requirements of the [cryptocurrency] exchanges” and “price and market management system and trading volume”:



1.2 The Market Maker will specifically provide Client with the following services (the “**Services**”):

1.2.1 trading volume system and liquidity system on the Exchanges in order to fulfill the minimum trading volume requirements of the Exchanges (the “**Trading Volume Requirements**”);

1.2.2 price and market management system and trading volume;

1.2.3 strategy for long-term and weekly planning;

1.2.4 a dedicated personal manager for the project to assist with the needs of Client.

11. Further, GOTBIT’s contracts with clients conditioned payment for GOTBIT’s services on GOTBIT’s fulfillment of the client’s trading volume requirements:

1.4 The Market Maker agrees that it is solely responsible for fulfilling the Trading Volume Requirements and shall promptly notify Client in the event it anticipates or becomes aware of any potential or actual failure to meet them. The Market Maker acknowledges that its ability to continue as a market maker is dependent upon its ability to meet or exceed the Trading Volume Requirements and will allocate the necessary resources and take all reasonable measures to achieve the Trading Volume Requirements as agreed upon with the Client . The Fee shall not be due for months where the Market Maker fails to meet the Trading Volume Requirements, including all the events stated in Section 1 (e.g. Suspension Events).

12. GOTBIT and its employees engaged in manipulative trades to artificially increase the trading price and volume of cryptocurrencies for the purpose of inducing others to buy them and to prevent the tokens from being delisted on centralized exchanges.

13. GOTBIT and its employees used multiple cryptocurrency wallets to carry out and conceal the source of the manipulative trades.

14. GOTBIT and its employees acquired for clients reduced trading fee accounts offered by exchanges in order to engage in manipulative trading of clients’ cryptocurrencies at lower costs.

15. GOTBIT employees participated in Telegram chatrooms to discuss the trading of various cryptocurrencies. ANDRIUNIN regularly held meetings with GOTBIT employees, including KEDROV and JALILI, to discuss “Gotbit Goals” and to obtain a “Weekly Summary” of GOTBIT’s operations.

16. GOTBIT employees maintained business records containing employees’ assignments to various GOTBIT clients, as well as data about the “Created Volume” that GOTBIT generated through wash trades for certain clients and the “fees” paid to GOTBIT for those illicit services.

17. GOTBIT provided illegal volume creation services to clients that included cryptocurrencies created and/or promoted by individuals located in the United States and cryptocurrencies on trading platforms available to investors located in the United States.

18. For example, GOTBIT engaged in manipulative trades to artificially increase the trading price and volume of the Robo Inu cryptocurrency token. Between February 2022 and May 2024, GOTBIT employees participated in Telegram chatrooms and on videoconferences with promoters of Robo Inu; used GOTBIT’s algorithm to increase the daily trading volume of the Robo Inu token at the promoters’ request; advised the promoters to increase volume in a manner that looked “organic”; and sent reports to the promoters about the trading volume that GOTBIT generated. On at least one occasion, traders for GOTBIT engaged in manipulative trading that increased the daily trading volume of the Robo Inu Token to a value that, in part, caused the Robo Inu Token to start “trending” on CoinMarketCap.

19. GOTBIT also engaged in manipulative trades to artificially increase the trading price and volume of the Saitama cryptocurrency token. Throughout 2023, GOTBIT employees

communicated with promoters of the Saitama token over Telegram; acquired accounts with reduced or no trading fees to manipulate trading of the Saitama token on multiple cryptocurrency exchanges; and increased the daily trading volume of the Saitama token upon the Saitama promoters' request and/or to meet exchange trading volume requirements.

20. GOTBIT received client payments using cryptocurrency wallets, including the wallet address ending in 052E3 (the "GOTBIT Wallet"). In connection with GOTBIT's operations, GOTBIT transferred millions of dollars in cryptocurrencies from the GOTBIT Wallet to a Binance account in ANDRIUNIN's name used for GOTBIT's business and to other cryptocurrency wallets that GOTBIT, ANDRIUNIN, and others controlled.

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,	)	
Plaintiff,	)	
v.	)	
	)	
All USDT stored in, accessible in, and/or	)	
associated with the cryptocurrency address	)	Civil Action No.: _____
0x290B6eBbdca04eE984fB8617E1b92deea23	)	
052E3;	)	
	)	
All USDC stored in, accessible in, and/or	)	
associated with the cryptocurrency address	)	
0x290B6eBbdca04eE984fB8617E1b92deea23	)	
052E3;	)	
	)	
All USDT stored in, accessible in, and/or	)	
associated with the cryptocurrency address	)	
0xB937Ba9358D20EFcDB5F0fD363Ca96398	)	
9A536ec; and	)	
	)	
All USDT stored in, accessible in, and/or	)	
associated with the cryptocurrency address	)	
0x64b9de4EDE0D4d8C0155c5F1899aA727D	)	
539F258,	)	
	)	
Defendants <i>in Rem</i> .	)	

**WARRANT AND MONITION**

To: The United States Marshal for the District of Massachusetts or his designee

You Are Hereby Comanded to give notice to all persons concerned that a Verified Complaint for Forfeiture *in Rem* (the “Complaint”), a copy of which is attached hereto, has been filed by the United States of America against the following defendant properties, described as:

- a. All Tether (“USDT”), with a value of approximately \$9,016,612, stored in, accessible in, and/or associated with the cryptocurrency address 0x290B6eBbdca04eE984fB8617E1b92deea23052E3;
- b. All Circle (“USDC”), with a value of approximately \$4,103,256 and \$73,807, stored in, accessible in, and/or associated with the cryptocurrency address

0x290B6eBbdca04eE984fB8617E1b92deea23052E3;<sup>1</sup>

- c. All USDT, with a value of approximately \$4,975,000, stored in, accessible in, and/or associated with the cryptocurrency address  
0xB937Ba9358D20EFcDB5F0fD363Ca963989A536ec; and
- d. All USDT, with a value of approximately \$4,725,000, stored in, accessible in, and/or associated with the cryptocurrency address  
0x64b9de4EDE0D4d8C0155c5F1899aA727D539F258

(collectively, the “Defendant Properties”).

This Court has found probable cause for forfeiture of the Defendant Properties. Accordingly, you are hereby directed to serve, and give notice of the Complaint by:

- (1) Publishing notice of the United States’ intent to forfeit the Defendant Property via the government website, [www.forfeiture.gov](http://www.forfeiture.gov), for thirty (30) consecutive calendar days; and
- (2) Mailing a copy of this Warrant and Monition, together with a copy of the Complaint to:

Gotbit Consulting LLC  
Aleksi Andriunin  
c/o Roger Burlingame, Esq.  
Dechert LLP  
Three Bryant Park  
1095 Avenue of the Americas  
New York, New York 10036

by certified mail, postage prepaid and return receipt requested, or by serving such copies on the above-listed parties by hand or by electronic mail.

You Are Further Commanded to arrest, attach, inspect, and retain the Defendant Properties in your custody until further order of this Court.

You Are Further Commanded to give due notice by appropriate service of process, as provided herein, to all persons who claim an interest of the Defendant Properties, or assert that the Defendant Properties should not be condemned or disposed of pursuant to the prayer of the Complaint. Upon

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<sup>1</sup> Approximately \$4,103,256 in USDC is on the Ethereum blockchain, the remaining \$73,807 is on Base, Arbitrum, and Polygon.

execution of this process, you are directed further to file the execution in this Court with your return thereon.

ALL CLAIMS TO THE DEFENDANT PROPERTIES MUST BE FILED WITH THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS AND SERVED UPON ASSISTANT UNITED STATES ATTORNEY CAROL E. HEAD, UNITED STATES ATTORNEY'S OFFICE, ASSET RECOVERY UNIT, 1 COURTHOUSE WAY, SUITE 9200, BOSTON, MASSACHUSETTS 02210, WITHIN SIXTY (60) DAYS AFTER THE FIRST DAY OF PUBLICATION ON THE OFFICIAL GOVERNMENT FORFEITURE WEBSITE OR WITHIN THIRTY-FIVE (35) DAYS AFTER RECEIPT OF ACTUAL NOTICE, WHICHEVER IS EARLIER. ALL ANSWERS TO THE COMPLAINT MUST BE FILED WITH THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS AND SERVED UPON ASSISTANT UNITED STATES ATTORNEY CAROL E. HEAD, UNITED STATES ATTORNEY'S OFFICE, ASSET RECOVERY UNIT, 1 COURTHOUSE WAY, SUITE 9200, BOSTON, MASSACHUSETTS 02210, WITHIN TWENTY-ONE (21) DAYS AFTER THE FILING OF THE CLAIM. CLAIMS MUST BE FILED IN ACCORDANCE WITH THE FEDERAL RULES OF CIVIL PROCEDURE, SUPPLEMENTAL RULES FOR ADMIRALTY OR MARITIME AND ASSET FORFEITURE CLAIMS.

THE PROCEDURES FOR FILING A PETITION FOR REMISSION OR MITIGATION ARE SET FORTH IN 28 CODE OF FEDERAL REGULATIONS, PART 9. IN ADDITION TO THE PROCEDURES MANDATED BY THOSE REGULATIONS, A COPY OF ANY PETITION FOR REMISSION OR MITIGATION SHOULD BE ADDRESSED TO THE ATTORNEY GENERAL; SHALL BE SWORN TO BY THE PETITIONER, OR BY THE

PETITIONER’S ATTORNEY UPON INFORMATION AND BELIEF, SUPPORTED BY THE CLIENT’S SWORN NOTICE OF REPRESENTATION PURSUANT TO 28 U.S.C. § 1746, AS SET FORTH IN 28 C.F.R. § 9.9(g); AND SHOULD BE SENT TO ASSISTANT UNITED STATES ATTORNEY CAROL E. HEAD, UNITED STATES ATTORNEY’S OFFICE, ASSET RECOVERY UNIT, 1 COURTHOUSE WAY, SUITE 9200, BOSTON, MASSACHUSETTS 02210.

Robert M. Farrell, Clerk  
U.S. District Court

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_, 2025

APPROVED AND SO ORDERED:

\_\_\_\_\_  
United States District Judge

Date: \_\_\_\_\_, 2025

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Carol E. Head, Assistant U.S. Attorney, U.S. Attorney's Office, 1 Courthouse Way, Suite 9200, Boston, MA 02210

DEFENDANTS

All USDT stored in, accessible in, and/or associated with the cryptocurrency address 0x290B6eBbdca04eE984fB8617E1b92dea23052E3 et. al.

County of Residence of First Listed Defendant N/A (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF

THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

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

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

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

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF, DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Real Property, Labor, etc.

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 18 U.S.C. §§ 981(a)(1)(A) and (C) Brief description of cause: VERIFIED COMPLAINT FOR FORFEITURE IN REM

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE Angel Kelley DOCKET NUMBER 24-CR-10190-AK

DATE 3/27/25 SIGNATURE OF ATTORNEY OF RECORD /s/ Carol E. Head

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE



UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) United States v. All USDT stored in, accessible in, and/or associated with the cryptocurrency address 0x290B6eBbdca04eE984fB8617E1b92deea23052E3 et. al.

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

- I. 160, 400, 410, 441, 535, 830\*, 835\*, 850, 880, 891, 893, R.23, REGARDLESS OF NATURE OF SUIT.
- II. 110, 130, 190, 196, 370, 375, 376, 440, 442, 443, 445, 446, 448, 470, 751, 820\*, 840\*, 895, 896, 899.
- III. 120, 140, 150, 151, 152, 153, 195, 210, 220, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 367, 368, 371, 380, 385, 422, 423, 430, 450, 460, 462, 463, 465, 480, 485, 490, 510, 530, 540, 550, 555, 560, 625, 690, 710, 720, 740, 790, 791, 861-865, 870, 871, 890, 950.  
\*Also complete AO 120 or AO 121. for patent, trademark or copyright cases.

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES  NO

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES  NO

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES  NO

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES  NO

7. Do all of the parties in this action, excluding governmental agencies of the United States and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES  NO

A. If yes, in which division do all of the non-governmental parties reside?

Eastern Division  Central Division  Western Division

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division  Central Division  Western Division

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES  NO

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Carol E. Head, AUSA

ADDRESS U.S. Attorney's Office | 1 Courthouse Way | Boston, MA

TELEPHONE NO. [REDACTED]

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,	)	
Plaintiff,	)	
v.	)	
All USDT stored in, accessible in, and/or	)	
associated with the cryptocurrency address	)	Civil Action No.: _____
0x290B6eBbdca04eE984fB8617E1b92deea23	)	
052E3;	)	
All USDC stored in, accessible in, and/or	)	
associated with the cryptocurrency address	)	
0x290B6eBbdca04eE984fB8617E1b92deea23	)	
052E3;	)	
All USDT stored in, accessible in, and/or	)	
associated with the cryptocurrency address	)	
0xB937Ba9358D20EFcDB5F0fD363Ca96398	)	
9A536ec; and	)	
All USDT stored in, accessible in, and/or	)	
associated with the cryptocurrency address	)	
0x64b9de4EDE0D4d8C0155c5F1899aA727D	)	
539F258,	)	
Defendants <i>in Rem</i> .	)	

**LOCAL RULE 40.1(g)(5)(B) CERTIFICATION OF RELATEDNESS**

Pursuant to Local Rule 40.1(g)(5)(B), the undersigned Assistant U.S. Attorney certifies that this case is related to *United States v. Gotbit Consulting LLC et. al.*, 1:24-CR-10190-AK (D. Mass.):

1. This case and *United States v. Gotbit Consulting LLC* are related under Local Rule 40.1(g)(2) because “the civil case involves forfeiture of property from a transaction or occurrence that is the subject of a previously filed criminal case.”

2. The Defendants *in Rem* that is the subject of the civil complaint was seized and/or

identified during the course of investigation of the conduct that is the subject of the Superseding Indictment in *United States v. Gotbit Consulting LLC*.

Respectfully submitted,

LEAH B. FOLEY,  
United States Attorney

By: /s/ Carol E. Head

CAROL E. HEAD  
Assistant United States Attorney  
United States Attorney's Office  
1 Courthouse Way, Suite 9200  
Boston, MA 02210



Date: March 27, 2025