SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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LOUIS DALE, LOUIS FRIEND, SALVATORE LOPES, and SAMUEL PECHIN,

Plaintiffs,

-against-

JOHN AFRIYIE, ASHLEY AFRIYIE, and LAWRENCIA AFRIYIE,

Defendants.

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Index No.: _____/2026

SUMMONS

Plaintiffs designate New York County as the place for trial

Venue is proper because a substantial part of the events or omissions giving rise to the claim occurred in New York County

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to appear in the Supreme Court of the State of New York, New York County located at 60 Centre Street, in the County of New York, City of New York and State of New York, within the time provided by law as noted below and to file your answer to the Complaint with the Clerk; upon your failure to answer, judgment will be taken against you for the relief demanded in the Complaint, together with the costs and disbursements of this action.

Dated: New York, New York
December 16, 2025

/s/ Glen Lenihan

Glen Lenihan, Esq.
OVED & OVED LLP
Attorneys for Plaintiffs
401 Greenwich Street
New York, New York 10013
Tel: 212.226.2700
glenihan@oved.com

NOTE: The law provides that: (a) If this summons is served by its delivery to you personally within the State of New York, you must appear and answer within TWENTY days after such service; or (b) If this summons is served by delivery to any person other than you personally, or is served outside the State of New York, or by publication, or by any other means other than personal delivery to you within the State of New York, you are allowed THIRTY days after proof of service is filed with the Clerk of the Court within which to appear and answer.

DEFENDANTS' ADDRESSES:

John Afriyie
182 East 95th Street, Unit 26E
New York, New York 10128

Ashley Afriyie
182 East 95th Street, Unit 26E
New York, New York 10128

Lawrencia Afiryie
6 Woodcrest Terrace
Manalapan, NJ 07726

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

LOUIS DALE, LOUIS FRIEND, SALVATORE LOPES, and SAMUEL PECHIN, Plaintiffs, v. JOHN AFRIYIE, ASHLEY AFRIYIE, and LAWRENCIA AFRIYIE, Defendants.	Index No.: COMPLAINT

Plaintiffs Louis Dale ("Dale"), Louis Friend ("Friend"), Salvatore Lopes ("Lopes"), and Samuel Pechin ("Pechin") (collectively, "Plaintiffs"), by their undersigned counsel, for their Complaint against Defendants John Afriyie ("John"), Ashley Afriyie ("Ashley"), and Lawrencia Afriyie ("Lawrencia") (collectively, "Defendants" or the "Afriyies") allege as follows:

INTRODUCTION

1. This case is about a career criminal, John Afriyie, who through dishonesty and deceit and with the help of his sister, Ashley Afriyie, and his mother, Lawrencia Afriyie, stole over $1.2 million from John's long-time friends. Beginning in early 2023, John told Plaintiffs that he could purchase Rolex watches at retail prices through Ashley, who worked as a freelance celebrity stylist. Buying a new Rolex at retail is extremely difficult due to high demand and limited supply, especially for popular models, such as Rolex Daytona and Rolex GMT-Master II watches. In some instances, customers spend months, or even years on a waitlist before they can purchase certain Rolex pieces. From February 2023 to November 2024, each Plaintiff sent money directly to John, Ashley, or Lawrencia in exchange for Rolex watches. Despite sending the Afriyies over $1.2 million, Plaintiffs never received a single watch. Instead, the Afriyies offered one excuse after

another and used Plaintiffs' funds as their own personal piggy bank to finance their luxurious lifestyles, including exotic vacations, designer purchases, and fine dining restaurants.

2. As a result, Plaintiffs bring this action to hold Defendants accountable for Conversion (First Cause of Action Against John, Ashley, and Lawrencia), Money Had and Received (Second Cause of Action Against John, Ashley, and Lawrencia), Fraud (Third Cause of Action Against John), Aiding and Abetting Fraud (Fourth Cause of Action Against Ashley), and Slander (Fourth Cause of Action Against Ashley).

PARTIES

3. Plaintiff Louis Dale is an individual who resides in Dorchester, Massachusetts.

4. Plaintiff Louis Friend is an individual who resides in Delray Beach, Florida.

5. Plaintiff Salvatore Lopes is an individual who resides in Miramar, Florida.

6. Plaintiff Samuel Pechin is an individual who resides in Austin, Texas.

7. Defendant John Afriyie is an individual who resides at 182 E 95th Street #26E, New York, NY 10128.

8. Defendant Ashley Afriyie is an individual who resides at 182 E 95th Street #26E, New York, NY 10128.

9. Defendant Lawrencia Afriyie is an individual with a last known residence in Monmouth County, New Jersey.

JURISDICTION AND VENUE

10. This Court has jurisdiction over Defendants pursuant to CPLR §§ 301 and 302(a)(2) because Defendants are domiciled in New York or caused tortious acts in New York.

11. Venue is proper in this Court pursuant to CPLR § 503(a) because the events giving rise to Plaintiffs' claims occurred in substantial part in New York County, New York.

FACTS

John's Background and Criminal Past[1]

12. John graduated from Cornell with a degree in Applied Economics and Management in 2010 and completed a prestigious analyst program at Lazard Investment Bank in New York City.

13. Beginning in or around January 2015, John was hired as an analyst by MSD Capital, a New York based investment firm. As an analyst at MSD, John's job was to research potential investments for MSD, and to make recommendations about those investments.

14. In January 2016, Apollo Global Management ("Apollo") decided to acquire ADT, a publicly traded company. In order to finance the acquisition, Apollo contacted MSD and provided material non-public information about the ADT deal to MSD.

15. Between January 28 and February 17, 2016, John purchased approximately 2,279 ADT call options through a brokerage account he opened in Lawrencia's name based on material non-public information he obtained through MSD.

16. ADT's stock price shot up 47.5 percent on the day that Apollo's acquisition of ADT was made public. As a result of John's illegal trading, the value of his investment in ADT increased by 6000 percent in one day and he turned a $25,000 investment into $1.53 million.

17. John was arrested by Federal Bureau of Investigation ("FBI") agents on April 13, 2016, and was subsequently charged with federal wire and securities fraud in a two-count complaint. *See USA v. John Afriyie*, 1:16-cr-00377-PAE (S.D.N.Y).

[1] The factual allegations related to John's prior criminal proceedings is taken from the Government's Sentencing Memorandum filed in *USA v. John Afriyie*, 1:16-cr-00377-PAE (S.D.N.Y), a copy of which is attached hereto as Exhibit 1.

18. That same day, the Securities and Exchange Commission ("SEC") charged John with violating Section 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5. The SEC complaint also named Lawrencia as a relief defendant for purposes of recovering ill-gotten gains that John generated by trading in her name. *See SEC v. John Afriyie and Lawrencia Afriyie*, 1:16-cv-02777-JSR (S.D.N.Y).

19. Immediately after his arrest and continuing through trial, John displayed a blatant disregard for authority, the rule of law, and a lack of candor to the tribunal.

20. According to federal prosecutors, John lied to FBI agents about his ADT options trades and falsely claimed that his own voice on a recorded call with his broker was really Lawrencia's voice. Even after law enforcement agents had played a portion of the recorded calls for him, John continued to call his broker pretending to be Lawrencia. *See* Exhibit 1, at p. 7.

21. John also attempted to destroy evidence, including the contents of an email account that he had used to communicate with his broker. Indeed, days after he was released on bond, John falsely changed the name on his Gmail email account associated with the brokerage account from his own name to "Larry Afriyie." John then deleted the entire email account. *Id.*, at pp. 13-15.

22. John's criminal trial was scheduled to begin in Federal Court for the Southern District of New York on January 23, 2017. That morning, however, John refused to appear in court. *Id.*, at pp. 7-8.

23. The court then issued a bench warrant and John was arrested in New Jersey. *Id.*

24. Upon his arrival in court, the court held an ex parte conference with John and his counsel during which John made what the court (Engelmayer, J.) characterized as "willfully untrue statements" to the court about why he had failed to appear that morning for trial. The Court then revoked John's bond and remanded him to custody pending his trial. *Id.*, at p. 8.

25. On January 30, 2017, a federal jury found John guilty of insider trading and wire fraud, after which he was sentenced to 45 months in federal prison, three years supervised release, and was ordered to pay hundreds of thousands of dollars in restitution to MSD. *Id.*, at pp. 1. *See also* Criminal Judgment attached hereto as Exhibit 2.

Ashley's Close Ties to John and Ashley's Work as A Celebrity Stylist

26. Ashley has a deep bond with John and has provided consistent support to him throughout the years. She provided a character statement in support of John before his sentencing and allowed John to live with her after he was released from prison.

27. Ashley works as a freelance celebrity stylist. In this role, Ashley is hired by stylists or agencies to assist with public events and various tasks, including ordering outfits, shoes and accessories for celebrity clients.

28. Upon information and belief, Ashley worked as a freelance stylist for the following individuals/agencies during the relevant time period: Jeanann Williams at Forward Artists, and Micaela Erianger and Molly Dickson at With Falcon.

Louis Dale

29. Dale and John met at Cornell in 2008 and became close friends over the years. Dale provided a character statement in support of John before his criminal sentencing for insider trading and visited John in SPC Canaan after he was sentenced for wire and securities fraud. Dale had even asked John to be the best man at his wedding before John's betrayal.

30. On or about February 21, 2023, John contacted Dale to ask if he could borrow money to purchase a Rolex. John claimed that Ashley, who was a celebrity stylist, could purchase luxury watches at retail prices through a watch dealer she worked with named Alhoussseine Bah ("Bah"). John told Dale that he would repay him but that he had to "report spending over $1k

daily" to his federal restitution officer Zondra Jackson ("Zondra" or "Mrs. Jackson"). According to John, Zondra monitored his banking and financial accounts as a condition of his parole. Before he could access money, Zondra had to approve the release of funds, which was often delayed and took time to process.

31. John then asked Dale to send over $8,690 to Ashley via PayPal at "@ashafriyie" and include "Alhoussseine Bah" in the notes section of the transfer.

32. At the same time, John also sent Dale a "catalog" of Rolex watches he claimed Ashley could purchase through Bah and asked Dale if he was interested in purchasing one for himself. Dale declined to purchase a Rolex for himself at that time but agreed to loan John the money and sent $8,690 to Ashley via PayPal on February 21, 2023.

33. In or around June or July 2023, John repaid Dale the $8,690 that Dale had sent Ashley in February.

34. In September 2023, John contacted Dale about purchasing additional Rolexes. This time, John asked Dale to loan him money to purchase two watches for himself (one Rolex and one Audemars Piguet) from a watch dealer named "Telli" who Ashley worked with as a stylist. John promised to repay Dale once Zondra approved the transaction and offered to pay Dale interest for the loan. Having received a return of the money he lent John in February, Dale agreed to lend John more money and told John that he also wanted to purchase a Rolex Daytona "Panda" for himself, which cost $24,100. Dale viewed the Rolex purchase as an investment opportunity.

35. Between September 6 through September 25, 2023, Dale sent $25,075 to Ashley and John via six separate PayPal transactions for John's Rolexes: $6,875 to Ashley on September 6; $3,225 to Ashley on September 12; $3,800 to Ashley on September 14; $5,025 to John on September 25; and $4,225 to John on September 25. The amount that John asked to borrow from

Dale increased through September for various reasons, including because John said he wanted to purchase different, more expensive watches from Telli and that Telli had "miscalculated" the cost for John's Rolexes.

36. On September 27, 2023, Dale wired $24,100 to Lawrencia's JP Morgan Chase Bank account for his Rolex Daytona. John asked Dale to wire the money directly to Lawrencia to avoid further delays caused by his restitution order.

37. From September through November 2023, John repeatedly asked Dale to send more money and offered a litany of excuses as to why he was unable to refund Dale for his excess payments and why Dale could not pick up his Rolex—he claimed that his PayPal account had been frozen, that Telli was demanding more money, and that Zondra had not approved the release of funds, including the funds Dale sent Lawrencia.

38. In response to John's requests, Dale sent John and Lawrencia $129,724 from October 11 through November 14, 2023. He sent five wires to Lawrencia's JP Morgan Chase bank accounts: $17,930 on October 11; $7,650 on October 13; $25,530 on October 17; $8,130 on October 20; and $18,780 on November 2. He sent six transfers to John via PayPal: $2,325 on October 27; $2,475 on October 30; $4,650 on October 31; $5,650 and $1,950 (two transactions) on November 7; and $9,150 on November 9.[2] He sent John $2,500 via Zelle on November 3 (two transactions), $2,450 via CashApp on November 6, and $2,325 and $2,950 via Venmo on October 27 and November 9. And he wired $15,330 to John's HSBC Bank USA, N.A. account on November 14.

39. These funds were intended to cover additional "fees" that John claimed Telli and Bah were demanding before delivering Dale's and John's Rolexes.

[2] The dates identified above are the dates that each PayPal transfer cleared and the funds were withdrawn from Dale's bank account.

40. On December 14, 2023, John emailed Dale and asked him to sign a "Letter of Confirmation" addressed to John's parole officer, "Mrs. Cotto," to explain Dale's Rolex purchases from John.

41. The original unsigned version of the Letter of Confirmation that John sent Dale is a Microsoft Word document and identifies Ashley Afriyie as the "Author" in its metadata.

42. The Letter of Confirmation, which Dale signed and returned to John the same day, explained that John was purchasing three watches, two Rolexes and one Audemars Piguet, on behalf of Dale, included the watch model names, and PayPal receipts for each payment.

43. A true and accurate copy of John's December 14, 2023 email to Dale and the Letter of Confirmation are attached hereto as Exhibit 3.

44. Beginning in or around February 2024, John's excuses and requests for more money shifted exclusively to issues with Zondra and the United States District Court for the Southern District of New York, which John claimed was overseeing his restitution payments. Indeed, John repeatedly asked Dale to send more money with specific descriptions for each payment, including descriptions related to earlier wires, and wire confirmations for Dale's prior payments.

45. Around that same time, John told Dale he had $150,000 frozen due to issues with Zondra and the United States District Court for the Southern District of New York.

46. From February 9 through April 29, 2024, Dale sent John another $72,210 via four PayPal transfers and two wires to John's HSBC Bank account.

47. On April 26, 2024, John told Dale that "[e]veryone [] [was] in agreement" about releasing money to John to repay Dale and that he was waiting on an "order" from the judge approving the release.

48. Despite John's claim that everyone was in agreement, John continued to ask Dale to send more money with receipts that he could show the court. According to John, he had reached an agreement with Zondra and the "court clerk," but Judge Paul Engelmayer, a Federal District Court Judge in the Southern District of New York who John claimed was in charge of his case, had reviewed John's file and requested additional information and clarifying payments.

49. From April 30 through July 24, 2024, Dale sent John $318,765 via six wire transfers to John's HSBC Bank account and sixteen PayPal transactions.

50. Around the same time, John started sending Dale screenshots of money transfer confirmations that purportedly showed John sending Dale over $240,000 via PayPal and wire transfers to repay Dale for a portion of his excess payments.

51. Dale, however, only received three payments from John: $4,000 via Venmo on July 11 and 15 (two payments), and $15,000 via wire transfer on September 20.

52. Upon information and belief, John initiated payments and wires through his bank and PayPal but cancelled those transactions before they could be processed by his financial institutions.

53. In or around the summer of 2024, Ashley also told John that she would send Dale $27,740.

54. John also strung Dale along concerning delivery of his Rolex. He sent Dale pictures of his Rolex, which he claimed Ashley would either ship to Dale in Massachusetts or John would hand deliver to him.

55. On October 4, 2024, Dale contacted Ashley for an update on when she would be able to ship his Rolex to him in Massachusetts. Ashley told Dale that there was a shipping delay because she needed additional money to cover insurance costs since Dale's Rolex was valued at

over $10,000. Ashley further confirmed that she had received money from John to cover the insurance cost and that Dale's Rolex would be ready to go out the following week.

56. But Ashley did not ship Dale's Rolex the following week.

57. On November 12, Dale sent Ashley another text message to follow up on status of his Rolex shipment, but Ashley never responded to Dale's message.

58. Neither John nor Ashley shipped Dale's Rolex to him in Massachusetts. Nor did either one of them refund Dale the excess money he had sent over the course of the last year.

59. In total, the Afriyies stole at least $543,460 from Dale after subtracting the amounts that John returned to Dale. He has not received his Rolex, nor has he received repayment of the excess money he sent directly to John, Ashley, and Lawrencia despite his repeated demands. The chart below shows the amount, method, and date of each payment that Dale sent to John, Ashley, and Lawrencia.

Transfer Date	Recipient	Amount	Mode
2/21/23	Ashley Afriyie	$8,690.00	PayPal
9/6/23	Ashley Afriyie	$6,875.00	PayPal
9/12/23	Ashley Afriyie	$3,225.00	PayPal
9/14/23	Ashley Afriyie	$3,800.00	PayPal
9/25/23	John Afriyie	$5,025.00	PayPal
9/25/23	John Afriyie	$1,925.00	PayPal
9/27/23	John Afriyie	$4,225.00	PayPal
9/27/23	Lawrencia Afriyie	$24,100.00	Bank Wire
10/11/23	Lawrencia Afriyie	$17,930.00	Bank Wire
10/13/23	Lawrencia Afriyie	$7,650.00	Bank Wire
10/17/23	Lawrencia Afriyie	$25,530.00	Bank Wire

Transfer Date	Recipient	Amount	Mode
10/20/23	Lawrencia Afriyie	$8,130.00	Bank Wire
10/27/23	John Afriyie	$2,325.00	PayPal
10/27/23	John Afriyie	$2,475.00	PayPal
10/27/23	John Afriyie	$2,325.00	Venmo
10/31/23	John Afriyie	$4,650.00	PayPal
11/2/23	Lawrencia Afriyie	$18,780.00	Bank Wire
11/3/23	John Afriyie	$2,449.00	Zelle
11/3/23	John Afriyie	$1.00	Zelle
11/6/23	John Afriyie	$2,450.00	CashApp
11/7/23	John Afriyie	$5,650.00	PayPal
11/7/23	John Afriyie	$1,950.00	PayPal
11/9/23	John Afriyie	$9,150.00	PayPal
11/9/23	John Afriyie	$2,950.00	Venmo
11/14/23	John Afriyie	$15,330.00	Bank Wire
2/9/24	John Afriyie	$7,500.00	PayPal
4/1/24	John Afriyie	$25,350.00	Bank Wire
4/19/24	John Afriyie	$7,650.00	Bank Wire
4/22/24	John Afriyie	$8,130.00	PayPal
4/24/24	John Afriyie	$17,930.00	PayPal
4/29/24	John Afriyie	$5,650.00	PayPal
5/1/24	John Afriyie	$24,100.00	PayPal
5/6/24	John Afriyie	$13,900.00	PayPal
5/7/24	John Afriyie	$10,200.00	PayPal
5/9/24	John Afriyie	$13,900.00	PayPal
5/10/24	John Afriyie	$14,525.00	PayPal

Transfer Date	Recipient	Amount	Mode
5/10/24	John Afriyie	$13,900.00	Bank Wire
5/13/24	John Afriyie	$5,650.00	Bank Wire
5/14/24	John Afriyie	$17,930.00	Bank Wire
5/15/24	John Afriyie	$6,785.00	Bank Wire
5/21/24	John Afriyie	$16,440.00	PayPal
5/23/24	John Afriyie	$11,300.00	PayPal
5/28/24	John Afriyie	$25,530.00	PayPal
5/29/24	John Afriyie	$16,400.00	Bank Wire
6/3/24	John Afriyie	$13,900.00	Bank Wire
6/3/24	John Afriyie	$13,900.00	PayPal
6/26/24	John Afriyie	$24,430.00	PayPal
6/28/24	John Afriyie	$24,100.00	PayPal
7/12/24	John Afriyie	$2,000.00	PayPal
7/16/24	John Afriyie	$6,445.00	PayPal
7/17/24	John Afriyie	$6,445.00	PayPal
7/24/24	John Afriyie	$12,887.00	PayPal

Louis Friend

60. Friend and John met at Cornell in 2008. Since then, Friend considered John one of his closest friends. John and Friend were roommates both at Cornell during college and in New York City for two years after graduating college. John attended Friend's mother's funeral in 2016. Friend provided a character statement in support of John before his criminal sentencing for insider trading.

61. In or around November 2023, John told Friend that he could get Rolexes at retail cost through Ashley. According to John, Ashley worked closely with a Rolex employee named

"Val" through her work as a celebrity stylist. John claimed that Val, as a Rolex employee, could enter a "holiday employee program" where Rolex employees could buy their desired model of watch at retail value.

62. In response, Friend told John he was interested in purchasing a Rolex GMT-Master II "Sprite Jubilee" or Rolex GMT-Master II "Batgirl"—the Sprite Jubilee was Friend's first choice, but he would take the Batgirl if the Sprite Jubilee wasn't available. Friend viewed this as a rare opportunity to purchase something he viewed as an investment—watches that would hold or even increase in value over time.

63. On November 17, 2023, John asked Friend if he was still interested in purchasing a Rolex GMT-Master II. Friend confirmed and sent John $12,887 via PayPal that same day.

64. On November 21, John told Friend there had been a mistake and Ashley had been approved to purchase three Rolexes—both the GMT-Master II Batgirl and Sprite Jubilee that Friend was interested in purchasing, as well as a Rolex Cosmograph Daytona that John was going to purchase for himself.

65. Friend told John that he would purchase both Rolexes and sent John $11,541 via PayPal on November 21 with the description "Bman."

66. On December 1, 2023, John told Friend that he "recorded the wrong charge on the second [Rolex]" and that he needed Friend to send another $1,346 to cover "insurance costs" that Rolex automatically charged buyers. Friend sent John $1,346 via PayPal that same day. John also assured Friend that Ashley would be able to hand off the watches in 1-2 weeks.

67. Beginning in early December 2023, John told Friend he was having issues accessing the funds that Friend had sent him. Specifically, John claimed that, as a condition of his parole, his banking and financial accounts were monitored by his restitution officer, who he

referred to as Mrs. Jackson. John portrayed Mrs. Jackson as an incompetent government employee, who made frivolous requests and regularly imposed unfair conditions on John. John claimed that Mrs. Jackson would not release the money that Friend had sent John, which totaled $25,774 as of December 5, 2023, without further verification.

68. On or around December 6, 2023, John asked Friend to send additional funds through PayPal with information about the specific model Rolexes he was purchasing in the payment notes. John said that he needed to provide those receipts to Mrs. Jackson and that he would refund Friend's excess payments once Mrs. Jackson approved the release of funds.

69. Friend agreed and sent John $11,867 via PayPal with a note that said "Rolex GMT-Master II Purchase" on December 6, and another $12,466 via PayPal with a note that said "Rolex Purchase - Sprite Jubilee Steel 40mm" on December 8.

70. On or about December 13, 2023, John asked Friend if he would send him more money so he could also purchase the Rolex Daytona for himself.

71. Friend agreed and sent John another $16,440 via PayPal with a note that said "Purchase of Rolex Cosmograph Daytona 40mm" on December 13, 2023.

72. Around that same time, John also asked Friend to sign a note to Mrs. Jackson to explain Friend's Rolex purchases from John.

73. On December 14, 2023, the same date John sent Dale a "Letter of Confirmation," John sent Friend a "Letter of Confirmation" addressed to Mrs. Jackson for Friend to sign.

74. The Letter of Confirmation, which Friend signed and returned to John the same day, which is identical to the version sent to Dale, explained that John was purchasing three Rolexes on behalf of Friend, included the watch model numbers, and PayPal receipts for each payment.

75. A true and accurate copy of John's December 14, 2023 email to Friend and the Letter of Confirmation are attached hereto as Exhibit 4.

76. On December 20, 2023, John told Friend the GMT-Master II Batgirl had arrived. Despite John's claim that Friend's Rolex had arrived, however, John did not send Friend the watch.

77. Instead, on December 29, John told Friend that Mrs. Jackson had demanded that Friend send the money via wire transfer—not through PayPal—and sent wire instructions for his bank account at HSBC.

78. Friend wired another $16,440 to John's bank account at HSBC for the GMT-Master II Batgirl that same day.

79. On or around January 5, 2024, John told Friend that Mrs. Jackson needed more records of what the money was for and, therefore, Friend needed to resend the money through PayPal. John claimed that he could not use his existing PayPal balance because he needed the paper trail to "show" Mrs. Jackson "until she clear[ed] [] [him]."

80. In addition to the three watches mentioned in the "Letter of Confirmation," John presented another opportunity for Friend to purchase another rare Rolex watch. John told Friend that one of Ashley's stylist colleagues named Laura Lapitino could help facilitate the purchase. John told Friend that one of Lapitino's clients declined delivery of a watch known as the "Pepsi" and Friend could purchase the undelivered watch. Friend viewed this as another opportunity to purchase a watch he viewed as an investment.

81. On January 5, 2024, Friend sent John $11,867 via PayPal with a note "Purchase of 40mm Pepsi GMT-Master II Rolex Watch."

82. On January 11, 2024, John asked Friend to resend the money for the Rolex GMT-Master II "Pepsi" as a wire. Friend agreed and wired $11,867 to John's HSBC account that same day.

83. From January through March 2024, John repeatedly asked Friend to send more money and offered a litany of excuses on why this was necessary—John claimed he had "screwed up" and that Mrs. Jackson was "jamming [] [him]." John also sent Friend screenshots of emails he claimed were from Mrs. Jackson concerning Friend's payments.

84. Friend, believing what John told him, obliged and sent John $114,534 between January 22, 2024 and March 28, 2024.

85. Around the same time, John told Friend that he had discovered that PayPal had a "refund" function that he could use to refund Friend for his excess payments without first obtaining approval from Mrs. Jackson.

86. On February 27, 2024, John sent Friend $1,346 via PayPal as a "test" to see if the refund function worked. It did and the payment for $1,346 was deposited into Friend's PayPal account the next day.

87. On April 24, 2024, John told Friend that Ashley had picked up the GMT-Master II Sprite Jubilee from Val and that he now had Friend's Rolex.

88. Throughout May 2024, Friend tried to make arrangement to pick up the watches from John. He even tried to have a colleague who was in New York City for work meet John to collect the watches on May 9, but John claimed he was too busy with work to meet with Friend's colleague.

89. In mid-late May 2024, John told Friend that he had finished repaying his restitution and that his file was being reviewed by Judge Paul Engelmayer. According to John, Judge

Engelmayer had requested additional information and Friend needed to send more money to John via wire transfer to satisfy these requests. John even suggested that he could get in trouble if he did not satisfy Judge Engelmayer's demands and told Friend that he could return all of Friend's money (minus the $25,774 for Friend's two Rolexes). Friend, wanting to help John and get his money back, sent John $24,754 on May 16, $16,440 on May 17, and $11,300 on May 23.

90. On June 1, 2024, John told Friend that he was still waiting for Judge Engelmayer, but that the Judge's review would be finished the following week and that he would be able to refund Friend the excess payments he had sent via PayPal.

91. But the next week came and went without John repaying Friend. Instead, John told Friend that he needed more money with receipts to satisfy Judge Engelmayer. Throughout June, Friend sent John another $167,352 via PayPal (five separate transactions) and wire transfers (three separate wires) to John's HSBC Bank account.

92. At the same time, John sent Friend pictures of the GMT-Master II Batgirl that Friend purchased and screenshots that showed money being refunded from John's PayPal account to Friend.

93. But Friend did not receive any of the refunds John claimed he sent via PayPal. Instead, Friend received only two payments for $1 each from John that were identified in the payment notes as "test" payments.

94. Around June 20, 2024, Friend told John that he was traveling to New York City for work and that he would meet John to pick up his Rolexes. John initially confirmed he would meet Friend to deliver the watches, but shortly before Friend arrived in New York, John told Friend that he had to travel to California for work. John claimed that he would leave Friend's Rolexes with Ashley in New York for Friend to pick up.

95. Friend contacted Ashley when he arrived in New York in June, but Ashley claimed that she told John she would have Friend's Rolexes couriered to Florida and suggested he connect with John to coordinate.

96. Thereafter, Friend tried to have John and Ashley send his Rolexes to Florida. John debated between the price of shipping (he claimed to be around $500) or flying to Florida himself to hand deliver the watches and visit Friend and Lopes. Ultimately, after stalling, he did neither. Instead, John told Friend that Ashley would send the Rolexes to him in Florida.

97. On June 27, Friend received two refunds from John: $20,000 via PayPal and $4,000 via Apple Cash. But Friend did not receive the tens of thousands of dollars John claimed that he had also sent to Friend via PayPal and through HSBC.

98. John's excuses and requests for more money continued through July. John told Friend that he had repaid his restitution penalties and that his file was being reviewed. John also told Friend that additional money would help him finalize with the court. Friend agreed and sent John another $68,391 via five PayPal transactions in July 2024.

99. At the same time, John continued to send Friend screenshots showing that he had sent refunds to Friend. But Friend never received any funds.

100. Upon information and belief, John initiated payments and wires through his bank and PayPal, but cancelled those transactions before they could be processed by his financial institutions.

101. On September 1, 2024, Friend told John that he was going to be in New York City and asked if he could pick up the watches from Ashley directly. John confirmed and told Friend that he would need to coordinate the pick up with Ashley.

102. On September 2, Friend texted Ashley about picking up the Rolexes while he was in New York City. Ashley told Friend that she told John she could courier the watches to Friend that week but did not respond to Friend's numerous attempts to coordinate.

103. John then told Friend there was a delay in shipment due to the value of what was being shipped was in excess of $10,000, that he had sent Ashley the money to cover the additional insurance cost, and there would not be any further shipping delays.

104. Thereafter, Friend contacted Ashley on multiple occasions about having the Rolexes sent to him in Florida. But Ashley never sent the watches to Friend and eventually stopped responding to his text messages.

105. John sent Friend one final text on November 13, 2024, which read "Gave you a call. You do not need to worry about being paid back AT ALL. But do what's best for you." Since then, Friend has not spoken to John outside of the litigation discussed below.

106. In total, the Afriyies stole $454,168 from Friend after subtracting the money that was returned to Friend. He has not received his Rolexes, nor has he received repayment of the excess money he sent to John despite his repeated demands. The chart below shows the date, amount, and method for each payment that Friend sent John.

Transfer Date	Recipient	Amount	Method of Payment
11/17/23	John Afriyie	$12,887.00	PayPal
11/21/23	John Afriyie	$11,541.00	PayPal
12/1/23	John Afriyie	$1,346.00	PayPal
12/6/23	John Afriyie	$11,867.00	PayPal
12/8/23	John Afriyie	$12,466.00	PayPal
12/13/23	John Afriyie	$16,440.00	PayPal

Transfer Date	Recipient	Amount	Method of Payment
12/29/23	John Afriyie	$16,440.00	Bank Wire
1/5/24	John Afriyie	$11,867.00	PayPal
1/11/24	John Afriyie	$11,867.00	Bank Wire
1/22/24	John Afriyie	$16,440.00	Bank Wire
1/25/24	John Afriyie	$12,466.00	Bank Wire
2/2/24	John Afriyie	$12,466.00	PayPal
2/16/24	John Afriyie	$20,141.00	PayPal
3/1/24	John Afriyie	$20,141.00	Bank Wire
3/14/24	John Afriyie	$16,440.00	Bank Wire
3/26/24	John Afriyie	$11,867.00	Bank Wire
3/28/24	John Afriyie	$4,573.00	Bank Wire
5/16/24	John Afriyie	$24,754.00	Bank Wire
5/17/24	John Afriyie	$16,440.00	Bank Wire
5/23/24	John Afriyie	$11,300.00	Bank Wire
6/5/24	John Afriyie	$17,930.00	Bank Wire
6/5/24	John Afriyie	$12,050.00	Bank Wire
6/5/24	John Afriyie	$12,050.00	Bank Wire
6/6/24	John Afriyie	$25,774.00	PayPal
6/12/24	John Afriyie	$25,774.00	PayPal
6/13/24	John Afriyie	$25,774.00	PayPal
6/27/24	John Afriyie	$24,000.00	PayPal
6/28/24	John Afriyie	$24,000.00	PayPal
7/2/24	John Afriyie	$11,867.00	PayPal
7/3/24	John Afriyie	$12,887.00	PayPal
7/5/24	John Afriyie	$6,750.00	PayPal

Transfer Date	Recipient	Amount	Method of Payment
7/9/24	John Afriyie	$24,000.00	PayPal
7/12/24	John Afriyie	$12,887.00	PayPal

Salvatore Lopes

107. Lopes met John in 2008 after Lopes transferred from St. John's University to Cornell. They became extremely close while at Cornell and their relationship continued after John graduated in 2010 and Lopes graduated in 2011. Indeed, Lopes would stay with John frequently in New York City, John attended Lopes' mother's funeral, and Lopes developed close, personal relationships with John's sisters, Courtney and Ashley, and John's mother Lawrencia. Lopes visited John in SPC Canaan after his conviction and met John upon his release—he brought John clothes, took him out for his first meal, and helped him get set up at a halfway house as a condition of his supervised release. Lopes had even planned on asking John to be his son's godfather.

108. Lopes first learned about John's and Ashley's purported Rolex connection in or around late July 2024 when John contacted Lopes about a problem he was having with a mutual friend named Chris.

109. According to John, Ashley dealt directly with Rolex's Chief Marketing Officer as a celebrity stylist and could get Rolex watches at retail cost. John agreed to get Chris a Rolex GMT-Master II Sprite Jubilee through Ashley, and Chris sent John two payments: $6,000 through Zelle and $5,000 through PayPal.

110. John claimed that these two payments created problems with his restitution officer Zondra Jackson, who had demanded that the money be resent as one, single payment with a description of what the money was for, but Chris had refused.

111. John further told Lopes that he was concerned that disobeying Zondra could constitute a violation of his parole and he was afraid of going back to jail.

112. Lopes, who wanted to help his friend, agreed to send John the money so long as John repaid him once Zondra released the funds and wired $12,465.12 to John's Citizens Bank account on August 2, 2024.

113. Around the same time, John sent Lopes pictures of the Rolex Sprite Jubilee and offered to give Lopes the watch instead of repaying him.

114. Lopes viewed this as an investment opportunity and agreed to accept the Rolex Sprite Jubilee in lieu of cash.

115. Not long after Lopes wired the money, however, John told Lopes that he was still having issues with Zondra and he needed Lopes to send another wire for the same amount. John told Lopes that he would refund Lopes the excess money he had wired (minus the cost of the Rolex Sprite Jubilee) once Zondra approved the release of funds.

116. Lopes agreed and wired another $12,465.12 to John's Citizens Bank account with the description "watch purchase" in the wire notes on August 14, 2024.

117. Around the same time, John told Lopes that he could also get Rolexes for Lopes' brother and father, both of whom John had known for years. Lopes' brother requested that Ashley order him a Rolex GMT-Master II "Root Beer" and Lopes' father requested a Rolex Submariner "Hulk."

118. To pay for his brother's and father's Rolexes, Lopes sent two wires to John's Citizens Bank account with the descriptions "watch purchase": $16,700 on August 16, 2024 for his brother's Rolex, and $12,465.12 on August 19, 2024 for his father's Rolex.

119. Shortly after Lopes sent both wires, however, John told Lopes there was a problem with one of the payments. According to John, the amount Lopes had wired for his brother's Rolex did not include sales tax and Lopes needed to send another wire for the entire amount (the amount due for the watch plus sales tax) due to restrictions imposed by Zondra.

120. Lopes complied and wired another $18,186.30 to John's Citizens Bank account with the description "watch purchase" to pay for his brother's Rolex on August 21, 2024.

121. On August 23, 2024, Lopes sent John another $14,525 via PayPal. Lopes did not, however, include any notes or description of what the money was for in the PayPal notes section. Lopes sent John money via PayPal because he did not have cash available and used his credit card to cover the payment. As a result, Lopes began accruing interest charges on August 23.

122. That same week, John told Lopes that there was a problem with his August 23 PayPal transfer. Specifically, John told Lopes that Zondra needed detailed information about the purpose of the PayPal transfer. Because Lopes did not include any description in the notes accompanying the PayPal transfer, Zondra would not release the money and had demanded that Lopes resend the money with a description of what the funds were intended for before she would approve the release of funds to John.

123. Lopes agreed and wired another $14,525 with the description "watch purchase" on August 28, 2024, but this time to Lopes wired the money to John's bank account at TD Bank, N.A. John told Lopes that Citizens Bank was taking too long to approve the wire and that he needed the wire and receipt in advance of a meeting with Zondra scheduled for the following week.

124. In early September 2024, John told Lopes that he was still having problems with Zondra. According to John, the descriptions Lopes used for his earlier wires—which read "watch purchase"—did not provide sufficient detail for Zondra to approve the release of funds to John.

Accordingly, John asked Lopes to resend the wires for his brother's and father's Rolexes with more specific details.

125. Lopes agreed and resent two wires to John's Citizens Bank account: $14,525 on September 6, 2024, with the description "Rolex GMT Purchase for friend;" and $16,700 on September 13, 2024, with the description "Rolex 116610LV Hulk purchase for friend."

126. In mid-September, John told Lopes that Zondra would be reviewing all of John's requests to release funds on September 20, 2024, and that she could approve the release of up to $170,000 to John. John further claimed that he wanted to purchase three additional watches for himself before the September 20 approval deadline. To facilitate these purchases, John asked to borrow money for the three additional Rolexes from Lopes, which John claimed he would repay Lopes once Zondra released the money.

127. Between September 17-20, Lopes sent three additional wires to John's Citizens Bank account: $15,447.12 on September 17; $14,525 on September 19; and $15,050 on September 20.

128. On September 27, 2024, John told Lopes that Zondra had approved the release of $150,000 to John—as opposed to the $170,000 he requested—but that he needed to provide her with additional information before the funds were released. John claimed that he would be able to refund Lopes' excess payments as soon as the Zondra approved the release of funds.

129. Over the course of the next 30 days, John asked Lopes to send him additional funds for various reasons, including that Zondra needed more "receipts" and that TD Bank imposed an Anti-Money Laundering ("AML") hold on his account. Lopes agreed and wired $67,325 to John's Citizens Bank and TD Bank accounts between September 23 and October 10.

130. On September 16, 2024, John told Lopes that he had the three Rolexes that Lopes had paid for, but that he had an "eCheck" from PayPal that he couldn't cash until a later date. John requested that Lopes' brother Eric meet John at the bank and withdraw $14,000 cash in exchange for the eCheck, which Eric could cash at a later date. Eric insisted that John give him the Rolexes as collateral before he gave him any money. After Eric's suggestion, John stopped answering his calls regarding scheduling a time to meet to pick up the watches.

131. Around the same time, John told Lopes that he had started the process of refunding Lopes's excess payments and sent Lopes screenshots of the transfer confirmations. Each of those transfer confirmations, however, were fake.

132. Upon information and belief, John had initiated the transfers but cancelled them before they could be processed by his financial institution.

133. Lopes continued to contact John for updates, but John simply provided more excuses—he blamed Zondra for delaying approval, as well as issues with PayPal and his banks.

134. John eventually claimed he needed Lopes to make one, final payment before everything was sorted out.

135. On November 6, 2024, Lopes sent John $7,262.50 via PayPal. Again, Lopes used his credit card to finance this purchase and started to accrue interest on that payment.

136. Lopes continued to press John about the status of repayment and explained that his wife, Ana Garcia ("Ana"), was upset that John had not refunded the excess payments yet. In response, John told Lopes that his friend "Ron Gupta," who owned a bar and had helped John after he got out of prison, could repay Lopes while he worked to get everything sorted out with Zondra and the banks.

137. But Ron never paid Lopes. Instead, John simply offered more excuses for the delays.

138. On December 3, 2024, Lopes' wife called Ashley to discuss the Rolexes and the money Lopes had sent John. Ashley claimed that she had no involvement whatsoever with purchasing Rolexes for John and pretended that this was the first time that she had heard anything about this.

139. Ashley's statements to Ana were false. Indeed, Ashley was corresponding directly with Dale, Friend, and Pechin about their Rolexes and missing refunds via text message several months earlier, had already received over $22,000 directly from Dale for Rolexes in 2023, and was corresponding directly with John about Dale's Rolex and his refund.

140. Lopes' wife then called Lawrencia on December 5, 2024, who similarly claimed that she had no involvement with what John was doing. Despite her claim of non-involvement, Lawrencia received over $100,000 directly from Dale for his Rolex.

141. Eventually, Ashley and Lawrencia stopped taking Ana's calls.

142. In total, the Afriyies stole $252,798.72 from Lopes. Lopes has not received his Rolexes or any refund of the excess money he sent to John. The chart below shows the date, amount, and method for each payment that Lopes sent John.

Transfer Date	Recipient	Amount	Method of Payment
8/2/24	John Afriyie	$12,465.12	Bank Wire
8/14/24	John Afriyie	$12,465.12	Bank Wire
8/16/24	John Afriyie	$16,700.00	Bank Wire
8/19/24	John Afriyie	$12,465.12	Bank Wire
8/21/24	John Afriyie	$18,186.30	Bank Wire

Transfer Date	Recipient	Amount	Method of Payment
8/23/24	John Afriyie	$14,525.00	Credit Card via PayPal
8/28/24	John Afriyie	$14,525.00	Bank Wire
9/6/24	John Afriyie	$14,525.00	Bank Wire
9/13/24	John Afriyie	$16,700.00	Bank Wire
9/17/24	John Afriyie	$15,447.12	Bank Wire
9/19/24	John Afriyie	$14,525.00	Bank Wire
9/20/24	John Afriyie	$15,050.00	Bank Wire
9/23/24	John Afriyie	$14,525.00	Bank Wire
9/25/24	John Afriyie	$7,500.00	Bank Wire
9/26/24	John Afriyie	$15,100.00	Bank Wire
9/30/24	John Afriyie	$15,100.00	Bank Wire
10/10/24	John Afriyie	$15,100.00	Bank Wire
11/6/24	John Afriyie	$7,473.41	Credit Card via PayPal

Sam Pechin

143. Pechin first met John in 2011 through a mutual friend at his first professional job after graduating from college. Over time, Pechin and John became close friends—Pechin stayed with John and Friend at their apartment in New York City before John was convicted of insider trading, he submitted a character statement to the judge in support of John before his sentencing, and he corresponded with John while he was incarcerated at SPC Canaan. Up until late 2024, Pechin considered John a good friend.

144. On or about October 14, 2024, John asked Pechin what type of Rolex he owned and sent Pechin pictures of a Rolex GMT-Master II John claimed he was going to purchase at retail through Ashley given her role as a celebrity stylist.

145. John told Pechin he could purchase Rolexes for him at retail through Ashley's connections, after which Pechin wired $22,373.81 to John's Citizens Bank account on October 15, 2024, to purchase a Rolex Submariner and Rolex GMT-Master II.

146. Almost immediately after the wire cleared, John asked Pechin to resend the money through PayPal and include a specific description of what the money was for. According to John, he was having issues with Zondra, the federal restitution officer that was assigned to monitor John's financial accounts as a condition of his parole. John claimed that he needed to provide Zondra with a description of what the money was for in order to access the funds.

147. On October 17, 2024, John sent Pechin a request for another $22,373.81 via PayPal with the description "Rolex purchase for friend." Pechin accepted John's payment request and sent John $22,373.81 via PayPal on October 17, 2024.

148. The very next week, John told Pechin there was another problem with Zondra and sent Pechin a request via PayPal for another $9,907.63 to be sent with the description: "Rolex Watch purchase for friend Submariner 126610LN." Pechin, however, refused to send John additional money until John wired him $9,907.63 in return. John agreed and sent Pechin a purported wire confirmation showing $9,907.63 being sent from John's HSBC Bank account to Pechin that was scheduled to clear on October 29, 2024.

149. Believing John had sent the wire, Pechin accepted John's payment request and sent John $9,907.63 via PayPal on October 25, 2024 with the description "Rolex Watch purchase for friend Submariner 126610LN."

150. That same day, John sent written responses to several questions from Pechin concerning the Rolex transactions. In particular, John told Pechin that the Submariner would be shipped to him on October 28, 2024, that he had wired $9,907.63 to Pechin, and that the GMT-

Master II was no longer available. Because the GMT-Master II was no longer available, John told Pechin that Ashley would be wiring $34,839 to refund Pechin for the excess amounts that he had sent John minus the amount due for the Rolex Submariner. A copy of that email is attached hereto as Exhibit 5.

151. Despite John's representations, Pechin did not receive the $9,907.63 wire on October 28 and the Submariner was not shipped. Nor did Pechin receive the wire for $34,839 from Ashley.

152. Having not received any wires or his Submariner, Pechin requested a refund of all funds he had wired John on or around October 31, 2024, which totaled $54,655.25.

153. Over the course of the next week, John sent Pechin wire confirmations and screenshots showing that he had initiated wires to refund Pechin.

154. Upon information and belief, those wire confirmations were fake. John had not made any meaningful attempt to return Pechin's funds.

155. On November 9, 2024, Pechin disputed the two transactions with PayPal and PayPal opened a case for each transaction. Pechin recovered the $32,281.44 that he had sent John on October 17 and 24, 2024. Specifically, PayPal withdrew $32,281.44 from John's PayPal account and deposited the money back into Pechin's PayPal account.

156. Two days later, on November 11, John called Pechin and began screaming. John demanded that Pechin call PayPal and reverse the transaction so the $32,281.44 would be transferred back into John's PayPal account. Pechin refused.

157. On or around November 12, 2024, Pechin contacted a friend who maintained a high-level business account at Citizens Bank and had a dedicated service representative about what

had happened with John. Pechin's friend then forwarded information about John's scheme to his dedicated representative at Citizens Bank. The next day, Citizens Bank froze John's bank account.

158. Almost immediately, John began harassing Pechin—he called him screaming and began sending aggressive text messages—he called Pechin "dumb," "stupid," and threatened to smear his reputation. John even told Pechin it would take a District Attorney months or even years to get Pechin's money back and that John had "read endless amounts of case law."

159. John then boasted to Pechin that he went to a Citizens Bank branch the same day and had his account unfrozen.

160. On November 21, 2024, Pechin contacted Ashley to ask whether she was aware that John was using her name and Rolex connection to obtain money from his friends. While Ashley suggested she was unaware of what John was doing, she repeatedly asked Pechin whether he received his Rolex, and identified Lopes, Friend, and Dale as other people who may have sent John money for Rolexes.[3] When pressed by Pechin on why she mentioned Lopes, Friend, and Dale, Ashley said she knew that they were John's friends from Cornell but claimed she didn't know if they had sent John money for Rolexes.

161. Ashley's statements to Pechin were false. Indeed, Ashley knew what John was doing, knew that Dale and Friend had sent John money for Rolexes, and knew that neither Dale nor Friend had received their Rolexes or refunds of the hundreds of thousands of dollars in excess funds they had sent the Afriyies. In fact, Ashley had personally received over $22,000 directly from Dale via PayPal in 2023, was communicating directly with Dale and Friend via text message

[3] Pechin recorded his calls with Ashley, which took place while either Ashley or Pechin were located in Texas or New York—both of which are "one-party consent" states for purposes of audio recordings. *See* N.Y. Penal Law § 250.00; Texas Penal Code § 16.02.

about their Rolexes throughout 2024, and had even told John that she would refund Dale's money in October 2024.

162. On November 21, 2024, Ashley texted Pechin and asked him to send her screenshots from his conversation with John. After Pechin sent her various screenshots, Ashley told Pechin that there were holes in his story and that if he had anything "strong and solid" he would have reported John to the authorities.

163. In February 2025, Pechin noticed a series of posts on Ashley's Instagram account, including posts from the Wynn Hotel in Las Vegas with the hashtag "#ladyofleisure" and a post concerning an upcoming trip to France. Pechin then called the Wynn Hotel and left Ashley a voicemail demanding his money back that he believed she was using to fund her travel. But Ashley did not return Pechin's call.

164. Instead, on February 10, 2025, Ashley sent an email to all employees at Pechin's company SGC Equipment ("SGC"), titled "SGC Equipment Misuse of Funds & Harassment." In that email, Ashley accused Pechin of stalking, sexual harassment, and stealing money from SGC. Ashley's email also detailed the exact amount Pechin transferred to John in October 2024, identified the bank accounts the money was transferred from, and claimed that Pechin started "harassing [her] after it was discovered that he used company funds for personal expenses." Ashley also attached a screenshot of an email from SGC's third party bookkeeper. In addition to SGC employees, Ashley also sent a copy of this email to Dale, Lopes, and Friend. A copy of that email is attached hereto as Exhibit 6.

165. Ashley's statements—which she sent to everyone at Pechin's company and the other Plaintiffs—were false and defamatory per se. Pechin was not misappropriating money from his company and was not stalking or sexually harassing Ashley. Further, Ashley's email to SGC

provides direct evidence that she was aware of, and actively participating in, John's scheme. Indeed, Ashley provided precise details about the amount Pechin wired to John and a screenshot of an email Pechin sent to John on November 5. Simply put, Ashley exposed her knowing and active role in the scheme because Pechin had not provided any of this information to her—she received it from John despite her claim that she was unaware of what John was doing.

166. In total, Pechin sent John $54,655.25. He recovered $32,281.44 directly from PayPal after filing a complaint with PayPal but has been unable to recover the remaining $22,373.81 that John stole. The chart below shows the date, amount, and method for each payment.

Transfer Date	Recipient	Amount	Method of Payment
10/15/24	John Afriyie	$22,373.81	Bank Wire
10/17/24	John Afriyie	$22,373.81	PayPal
10/25/24	John Afriyie	$9,907.63	PayPal

Plaintiffs Uncover The Afriyies' Fraud

167. On November 9, 2024, Pechin, Lopes, and Dale attended a mutual friend's wedding in Texas. Pechin was wearing a Rolex at the wedding and the conversation shifted to purchasing Rolexes through John and Ashley. After comparing stories, Pechin, Lopes, and Dale realized that the Afriyies were defrauding all of them.

168. Plaintiffs also learned that John had targeted other wedding attendees, who recounted instances in which John offered to purchase Rolex watches for them through Ashley's connection.

169. After the wedding, Pechin, Lopes, and Dale shared this information with Friend, who filed a separate lawsuit against John and Ashley in Florida.

170. Specifically, on January 7, 2025, Friend filed a complaint against John, Ashley, and Lawrencia in state court in Florida asserting claims for civil theft (against John and Ashley), conspiracy to defraud (against Lawrencia), conspiracy (against John, Ashley, and Lawrencia), fraud (against John, Ashley, and Lawrencia), extortion (against John), and intentional infliction of emotional distress (against John and Ashley).

171. Throughout those proceedings, John, who is proceeding pro se, has refused to provide meaningful responses to discovery requests, filed countless frivolous motions that misstate the law and facts, and has refused to comply with ***every*** order issued by the court.

172. As a result of John's repeated "recalcitrance and intransigence," the Florida court struck John's pleadings, entered default judgment against him, and issued orders precluding him from contesting verified damages. The Florida court's September 2, 2025, Order provides in relevant part as follows:

> 2. The Plaintiff served Interrogatories and a Request for Production on the Defendant, JOHN AFRIYIE, in January of 2025. The Court entered Orders on April 3, 2025, May 6, 2025, May 22, 2025 and June 24, 2025, all requiring the Defendant, JOHN AFRIYIE, to comply with the Orders to answer Interrogatories and produce documents responsive to the Request for Production.
>
> 3. The numerous discovery Orders explicitly warned the Defendant that failure to comply could result in sanctions, including striking pleadings, entry of default and an Order preventing this Defendant from contesting verified liquidated damages. Notwithstanding said Orders, ***the Defendant willfully and contumaciously refused to comply with all four Court Orders***.
>
> 4. The Court previously imposed monetary sanctions against the Defendant in the aggregate amount of $5000 for its misconduct, ***including fabrication of case law***. The Court ordered on June 24th 2025, that in the event the Defendant did not make payment by July 4th 2025, the Defendant's pleadings would be stricken. ***The Defendant willfully failed to comply with that Order and failed to make the required payments***.

5. The Court has undertaken a full *Kozel* inquiry and finds the Defendant violated all six of the criteria of Kozel: (1) Whether the party's disobedience was willful, deliberate or contumacious, ***the court specifically finds that the Defendant's noncompliance with the numerous Orders of this Court was willful, deliberate and contumacious***. The Defendant failed to offer any explanation as to his failure to comply. (2) Whether the party has been previously sanctioned. This Defendant has been previously sanctioned for his misconduct and failure to pay the sanctions and has been warned that his continued failure to comply would result in additional sanctions. (3) Whether the party was personally involved in the act of disobedience, as this party represented himself he is responsible for all of his acts of disobedience. (4) Whether the delay prejudiced the opposing party through undue experience loss of evidence or in some other fashion the Court finds that the failure of the Defendant to comply with the numerous Court Orders and pay sanctions has caused the Plaintiff undue expense, unnecessary delay and has deprived the Plaintiff of meaningful discovery. (5) Whether the party offered a reasonable justification for noncompliance. ***The Defendant offered no explanation for his noncompliance and has admitted to his noncompliance***. (6) Whether the delay created significant problems of judicial administration. ***The Court finds that the Defendant's continued recalcitrance and intransigence has delayed the judicial administration of this case and has caused unnecessary problems with moving this case forward***.

6. Pursuant to the Florida Rules of Civil Procedure and *Kozel v. Ostendorf*, 629 So. 2nd 817 (Fla.1993), the Court finds that severe sanctions are appropriate under the circumstances of this case.

7. The Court expressly finds that entry of default against the Defendant, JOHN AFRIYIE, is a proportionate and appropriate sanction under the circumstances.

ORDERED AND ADJUDGED:

a. Plaintiff's Amended Motion to Enforce the Order of June 24th 2025 is granted;

b. The Defendant, JOHN AFRIYIE's pleadings are stricken;

c. The Defendant, JOHN AFRIYIE, is precluded from contesting verified liquidated or unliquidated damages in this case

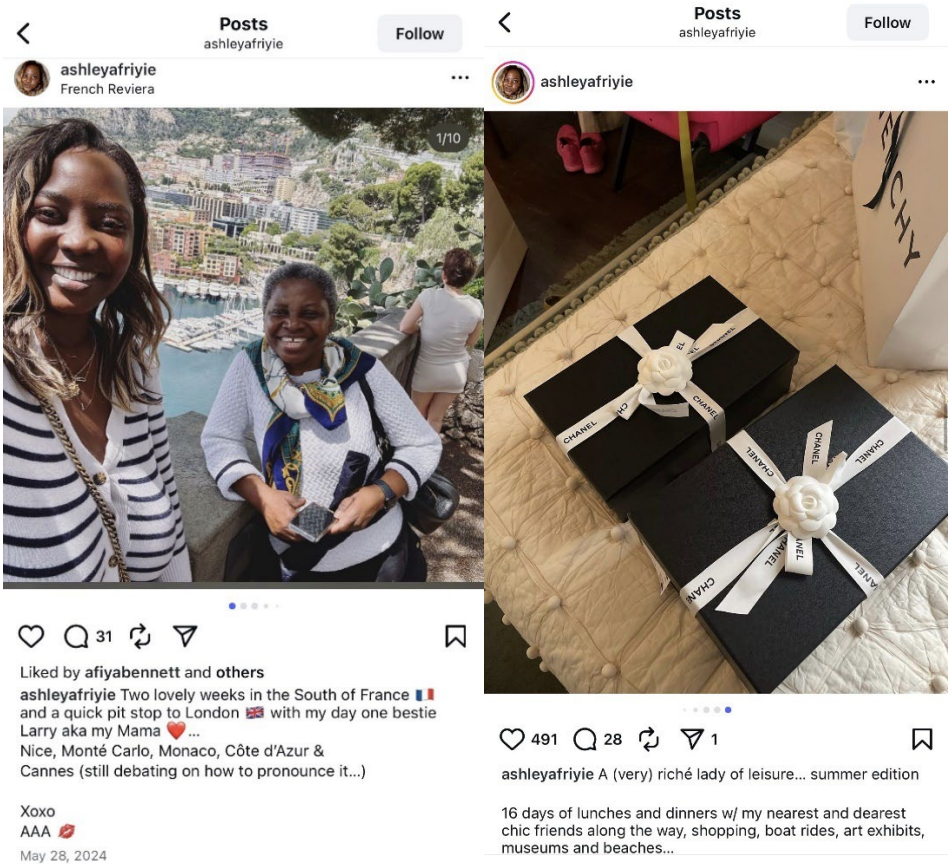
173. A true and accurate copy of that September 2, 2025 Order is attached hereto as Exhibit 7.

174. Friend has litigated his claims with Ashley who, until recently, was represented by counsel, and dismissed his claims without prejudice against Lawrencia on September 17, 2025.

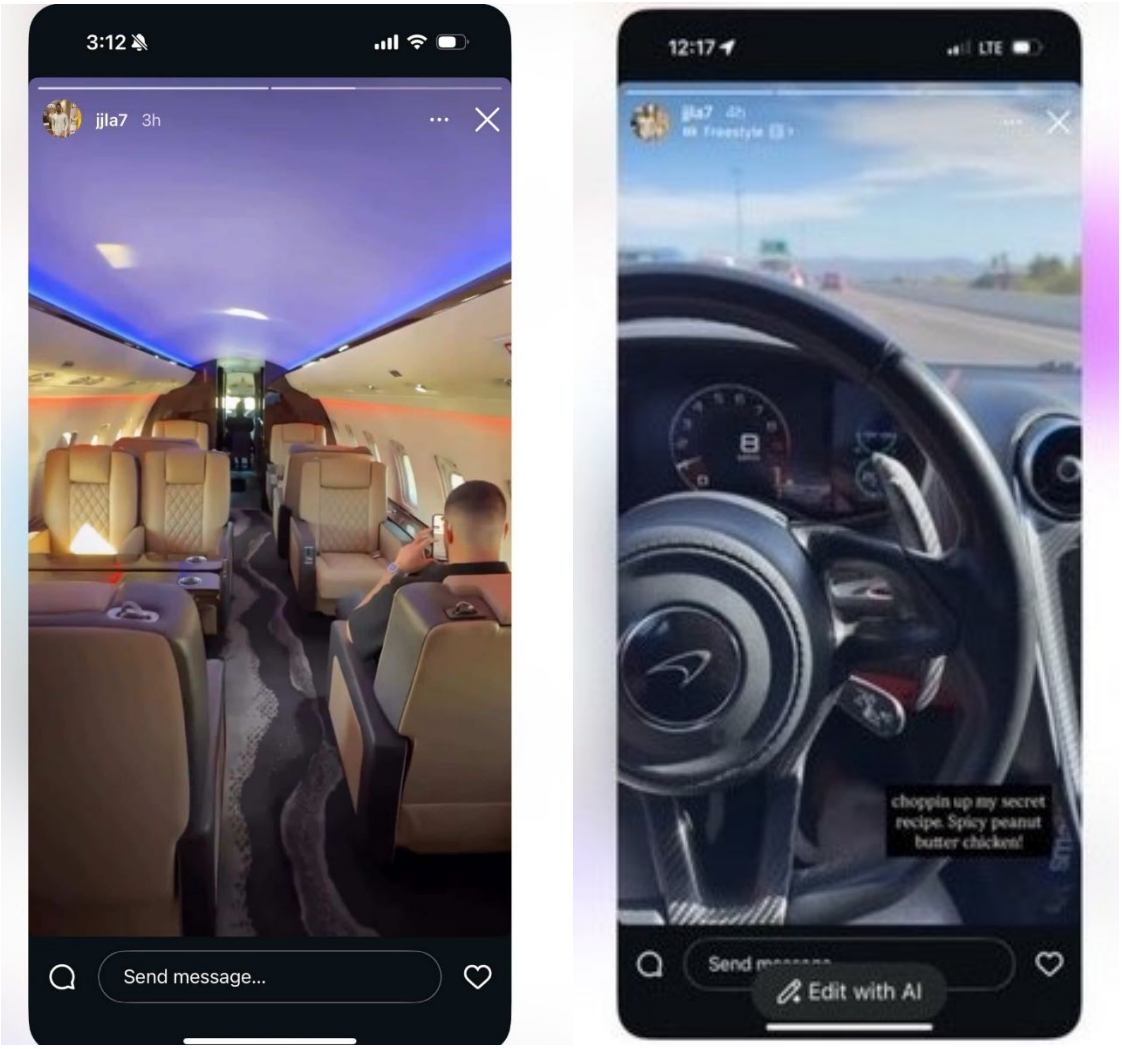
John, Ashley, and Lawrencia's Lavish Lifestyles

175. John, Ashley, and Lawrencia have flaunted their newfound wealth and lavish lifestyles on social media since defrauding Plaintiffs.

176. Ashley has posted pictures of numerous lavish vacations, including her and Lawrencia's trips to Italy, France, Monaco, and London with captions like "richè ladies[] adventure" or "[a] (very) richè lady of leisure," as well as pictures of high-end designer purchases. Some of Ashley's posts are included below.



177. John, for his part, has posted pictures on social media ordering bottle service at night clubs, driving a McLaren—a high end British car that cost between $250,000 to $2 million—and flying on private jets. Some of John's posts are included below.



178. Based on the limited information available to Plaintiffs to-date, Ashley received at least $147,679 of Plaintiffs money via PayPal (directly from Dale and from John) and Lawrencia received at least $215,635 of Plaintiffs' money via PayPal and bank wires (directly from Dale and from John).

179. On numerous occasions, John sent Ashley and Lawrencia tens of thousands of dollars within minutes of Plaintiffs' transfers.

180. For example, on May 31, 2024, Dale sent John $13,900 via PayPal. Over the course of the next 31 minutes, John sent Ashley three separate payments totaling $13,900. On June 6, 2024, Friend sent John $25,774 via PayPal. One minute later, John sent Ashley $25,774. On June 13, 2024, Friend sent John $25,774 via PayPal. One minute later, John sent Lawrencia $25,774.

181. The money that John sent Ashley and Lawrencia belonged to Plaintiffs because John's PayPal accounts did not have sufficient funds to otherwise cover these transfers.

182. Upon information and belief, the Afriyies used Plaintiffs' money to fund their travel, luxury purchases, and high-end car and jet rentals.

FIRST CAUSE OF ACTION
(Conversion Against John, Ashley, and Lawrencia by all Plaintiffs)[4]

183. Plaintiffs repeat and reallege each and every allegation set forth above as if restated in full herein.

184. Beginning in February 2023 and continuing through November 2024, each Plaintiff sent money directly to John, Ashley, and/or Lawrencia on the condition that such monies were to be used exclusively to purchase specific Rolex watches identified by each Plaintiff and that the excess monies sent to Defendants would be returned to Plaintiffs.

185. These monies were the respective property of each Plaintiff, and Defendants had no legal right and/or title to those monies and were obligated to use those funds to purchase specific Rolex watches identified by each Plaintiff and to repay each Plaintiff the excess amounts sent to Defendants minus the price of each respective Rolex.

186. Upon information and belief, Defendants did not use those monies to purchase Rolexes. Instead, they used those monies for unauthorized purposes, including personal expenses

[4] Friend asserts this claim against Lawrencia only in light of the ongoing Florida proceedings against John and Ashley.

such as luxury vacations, designer handbags and luxury cars, and to repay John's federal restitution. Again, such use was without authorization and without right.

187. Each Plaintiff has demanded that Defendants return all funds sent to them.

188. Defendants have refused to return the money they wrongfully converted.

189. As a result of Defendants' intentional and deliberate conversion of Plaintiffs' monies, Plaintiffs have suffered and will continue to suffer damages in amount of at least $1,272,158.09 plus prejudgment interest accruing from the date of each transfer.

SECOND CAUSE OF ACTION
(Money Had and Received Against John, Ashley, and Lawrencia by all Plaintiffs)[5]

190. Plaintiffs repeat and reallege each and every allegation set forth above as if restated in full herein.

191. Beginning in February 2023 and continuing through November 2024, John, Ashley, and Lawrencia each received, directly or indirectly, money belonging to each Plaintiff.

192. Defendants collectively received and retained $543,460 from Dale.

193. Defendants collectively received and retained $454,168 from Friend.

194. Defendants collectively received and retained $252,156.28 from Lopes.

195. Defendants collectively received and retained $22,373.81 from Pechin.

196. Moreover, Defendants have refused Plaintiffs' demands to return the money that they sent to Defendants.

197. John, Ashley and Lawrencia have benefited, and continue to benefit, from the receipt of Plaintiffs' money, including by using the money to fund lavish spending, luxury purchases and international travel, as well as to repay John's federal restitution.

[5] Friend asserts this claim against Lawrencia only in light of the ongoing Florida proceedings against John and Ashley.

198. Under principles of equity and good conscience, John, Ashley, and Lawrencia should not be permitted to keep any of Plaintiffs' money, including because Defendants wrongly caused Plaintiffs to send such money under the false pretense that John and Ashley would use the money to purchase difficult to acquire Rolexes for Plaintiffs and through repeated lies, deception, and abuse of the trust that each Plaintiff previously placed in each Defendant.

199. As a result of Defendants' actions, Plaintiffs have suffered and will continue to suffer damages in amount of at least $1,272,158.09 plus prejudgment interest accruing from the date of each transfer.

THIRD CAUSE OF ACTION
(Fraud Against John by Dale, Lopes, and Pechin)

200. Plaintiffs Dale, Lopes, and Pechin repeat and reallege each and every allegation set forth above as if restated in full herein.

201. As forth more fully above, John knowingly made numerous false and misleading statements of material fact to Dale, Lopes, and Pechin to induce them to send him hundreds of thousands of dollars for Rolex watches.

202. Specifically, John materially misrepresented, among other things, his and Ashley's ability to obtain Rolex watches at retail, that John, Ashley and Lawrencia would use the money Plaintiffs sent to purchase the Rolexes specified by each Plaintiff, John's need for additional funds to finance the Rolex transactions, and his agreement to repay Plaintiffs the excess funds sent for the Rolexes.

203. John made these misrepresentations to Dale, Lopes, and Pechin on voice calls and in written communications.

204. John made these false representations knowing their falsity and with the intent to induce Dale, Lopes, and Pechin to rely upon the false representations in deciding to send him and his family hundreds of thousands of dollars.

205. John knew these representations were false when made and that Dale, Lopes, and Pechin would rely on these representations in deciding to transfer him money.

206. Dale, Lopes, and Pechin reasonably relied on these representations in making their decisions to transfer John money.

207. As a direct and proximate cause of John's fraud, Dale, Lopes, and Pechin have suffered damages in an amount to be proven at trial.

FOURTH CAUSE OF ACTION
(Aiding and Abetting Fraud Against Ashley by Dale, Lopes, and Pechin)

208. Plaintiffs Dale, Lopes, and Pechin repeat and reallege each and every allegation set forth above as if restated in full herein.

209. As detailed above, John engaged in a years-long scheme to obtain money from Plaintiffs under false pretenses and misappropriate their funds. Specifically, John knowingly engaged in a scheme to defraud Plaintiffs by, among other things:

a) Making direct misrepresentations to Plaintiffs about Ashley's ability to obtain Rolex watches as retail through her work as a celebrity stylist.

b) Making direct misrepresentations to Plaintiffs about why he needed them to send over $1.2 million for their Rolexes.

c) Making direct misrepresentations to Plaintiffs about what he, Ashley, and Lawrencia would use their money for, including that Ashley would purchase Rolexes and that the hundreds of thousands in excess transfers would be returned to them.

d) Using the money that Plaintiffs sent as his personal piggy bank, including financing his, Ashley, and Lawrencia's lavish lifestyles.

210. As stated more fully above, Ashley had actual knowledge that John was defrauding Plaintiffs, as evidenced by, among other things:

a) Accepting large sums of money directly from Dale via PayPal;

b) Ashley's discussions with Dale about his Rolex, including claiming that she had obtained Dale's Rolex and would ship his Rolex to him in Massachusetts.

c) Ashley confirming to John in writing that she had received money from Dale for his Rolex and she would send a refund of the excess amount Dale sent to his Bank of America bank account.

d) Ashley lying to Lopes' wife and Pechin about her role in John's scheme, including claiming that she did not know anything about Plaintiffs sending money to John for Rolexes even though when she was corresponding directly with Dale and Friend about their Rolexes and had personally received over $22,000 directly from Dale.

211. As stated more fully above, Ashley provided substantial assistance and/or encouragement in furtherance of John's scheme by, among other things:

a) Allowing John to use her name and role as a celebrity stylist to fraudulently induce Plaintiffs to send the Afriyies over $1.2 million.

b) Allowing John to use her personal bank accounts to defraud Plaintiffs and avoid detection by John's federal restitution officer.

c) Accepting large quantities of money both directly and indirectly from Plaintiffs, including over $22,000 directly from Dale.

d) Lying to Dale and Friend about shipping their Rolexes to them, which she claimed she had in her possession.

e) Lying to Lopes' wife about her knowledge and role in John's scheme, which allowed John to continue to transfer large sums to her and Lawrencia while avoiding detection by authorities.

212. As a direct and proximate cause of (a) John's fraudulent scheme, and (b) Ashley's and Lawrencia's aiding and abetting that fraudulent scheme, Plaintiffs have each suffered damages in an amount to be determined at trial, including but not limited to, the amount that each Plaintiff sent the Afriyies, and fees and interest incurred in connection with those transfers.

FIFTH CAUSE OF ACTION
(Defamation Per Se Against Ashley by Pechin)

213. Pechin repeats and realleges each and every allegation set forth above as if restated in full herein.

214. As set forth above in Paragraphs 164 through 165, Ashley published statements of fact to all employees at Pechin's company SGC, Lopes, Dale, and Friend, which falsely and maliciously accused Pechin of stalking, sexual harassment, and stealing money from SGG for personal use.

215. These statements are false and untrue.

216. Ashley's false statements about Pechin to SGC employees are not protected by any privilege and/or other defense.

217. Ashley made these statements with knowledge that they were false or, at a minimum, with reckless or wanton disregard for the truth.

218. These statements are defamatory per se because they caused harm to Pechin's professional reputation and business interests and accused him of serious crimes—corporate theft, sexual harassment, and stalking. As such, damages resulting from Ashley's defamatory statements are presumed as a matter of law.

219. However, the defamatory statements made by Ashley proximately and directly caused harm to the reputation and business interests of Pechin.

WHEREFORE, Plaintiffs demands the following relief against Defendants:

a) A money judgment in favor of Plaintiffs against Defendants in an amount to be determined at trial, but in no event less than $1,272,158.09 plus prejudgment interest;

b) An award to Plaintiffs of their costs and disbursements incurred in this action;

c) An award of Plaintiffs' attorneys' fees incurred in this dispute to the fullest extent permitted by law; and,

d) Such other and further relief as the Court deems just and equitable.

Dated: New York, New York
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/s/ Glen Lenihan
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