

Hon. Cecilia A. Horan

46. Jessica gradually introduced discussions about cryptocurrency investment into conversations with Plaintiff. *Id.*

4. Defendant Jessica enticed Plaintiff to try cryptocurrency investments with promises of easy profits and financial freedom. *Id.*, ¶ 47.

5. Jessica directed Plaintiff to use a trading platform called jys.sgxs.net (“SGX”) for cryptocurrency related trades and investments. *Id.*, ¶ 48. Under Jessica’s guidance and direction, on or around July 29, 2024, Plaintiff made an initial small trade on the SGX platform. *Id.*, ¶ 49. This initial trade showed a profitable result. *Id.* Seeing purported profitable results on the platform, Plaintiff proceeded to make larger deposits and trades on SGX. *Id.*, ¶ 50. Plaintiff transferred funds from his Chase bank account and his retirement savings accounts to Crypto.com, where he purchased Ethereum (“ETH”) and subsequently transferred it to the SGX platform to execute trades as directed by Jessica. *Id.*, ¶ 50.

6. The SGX platform showed a steadily increasing balance, and on or about August 7, 2024, Plaintiff successfully withdrew \$300 into his CashApp account. *Id.*, ¶ 52. On or around November 20, 2024, Plaintiff was informed that he had to pay a fee of 2% of his SGX balance account. *Id.*, ¶ 54. Plaintiff could not pay the fee out of his account balance on SGX. *Id.*

7. Thereafter, Jessica instructed Plaintiff to withdraw \$100,000 from SGX. *Id.*, ¶ 55. When Plaintiff attempted to do so, he was informed that additional withdrawal fees had to be paid. At that point, Plaintiff became suspicious of SGX and realized that this platform was fictitious. *Id.*

8. Plaintiff filed this class action lawsuit, bringing claims for Conversion, Unjust Enrichment, Replevin, and Declaratory Relief. *Id.* at p. 23-28. Now, he has moved for an *Ex-Parte* Temporary Restraining Order (“TRO”) Motion (“Mot”).

9. A temporary restraining order is an emergency remedy which may issue only in exceptional circumstances and for a brief duration. *Abdulhafedh v. Secretary of State*, 161 Ill. App. 3d 413, 416 (2d Dist. 1987). The purpose of a temporary restraining order is to allow the circuit court to preserve the status quo-to prevent a threatened wrong or a continuing injury-pending a hearing to determine whether it should grant a preliminary injunction. *Id.* “The status quo to be preserved is the last actual, peaceable, uncontested status which preceded the pending controversy.” *Martin v. Eggert*, 174 Ill. App. 3d 71, 77 (2d Dist. 1988).

10. To obtain a TRO, Plaintiff must show (1) a clearly ascertained right in need of protection; (2) he will suffer irreparable harm without the injunction; (3) there is no adequate remedy at law; and (4) he is likely to be successful on the merits of its cause. *Cnty. of Du Page v. Gavrilos*, 359 Ill. App. 3d 629, 634 (2005). Importantly, a plaintiff seeking preliminary injunctive relief does not carry the same burden of proof that is required to prevail on the ultimate issue, but instead must only demonstrate a “fair question” as to each element. *Ziller v. Rossi*, 395 Ill. App. 3d 130, 139 (2009) (citation omitted).

11. A court may not enter an *ex parte* TRO “unless it clearly appears from specific facts shown by affidavit or by the verified complaint that immediate and irreparable injury, loss, or damage will result to the applicant before notice can be served and a hearing had thereon.” 735 ILCS 5/11-101.

12. To establish a clearly ascertainable right in need of protection, a plaintiff must raise a fair question that it has a substantive interest recognized by statute or common law. *Delta Med. Sys. v. Mid-America Med. Sys., Inc.*, 331 Ill. App. 3d 777, 788-89 (1st Dist. 2002). A well-pled complaint for injunctive relief must contain on its face a clear right to relief and allege facts which establish the right to such relief. *Nameoki Tp. v. Cruse*, 155 Ill. App. 3d 889, 898 (5th Dist. 1987).

13. Plaintiff raised a fair question that he has a clearly ascertainable right in the cryptocurrency assets that he deposited in the SGX platform.

14. The elements of irreparable injury and inadequate remedy at law required for a temporary restraining order are closely related. *Happy R. Sec. LLC v. Agri-Sources, LLC*, 2013 IL App (3d) 120509, ¶ 36. An injury is irreparable where it is of such nature that the injured party cannot be adequately compensated in damages or when the damages cannot be measured by any certain pecuniary standard. *Kalbfleisch v. Columbia Community Unit School District Unit No. 4*, 396 Ill.App.3d 1105, 1116 (2009). “Irreparable injury does not necessarily mean injury that is great or beyond the possibility of repair or compensation in damages, but is the type of harm of such constant or frequent recurrence that no fair or reasonable redress can be had in a court of law.” *Bally Mfg. Corp. v. JS&A Grp., Inc.*, 88 Ill. App. 3d 87, 94 (1980).

15. With respect to the element of an inadequate remedy at law, it is widely held that money damages constitute adequate compensation absent a showing that it would be impossible, rather than merely complicated, to ascertain the amount of damages. *Wilson v. Wilson*, 217 Ill. App. 3d 844, 856-59 (1st Dist. 1991). However, “the fact that plaintiffs’ ultimate relief may be a money judgment does not deprive a court of equity the power to grant a preliminary injunction.” *All Seasons Excavating Co. v. Bluthardt*, 229 Ill. App. 3d 22, 28 (1st Dist. 1992).

16. Plaintiff has adequately pled irreparable harm and inadequate remedy at law in that he has alleged that, without a TRO, Defendants will “off ramp” his assets. Mot. at 9-12. Illinois courts have previously granted temporary injunctive relief freezing funds in order to preserve the status quo. *Comp. All Seasons Excavating Co. v. Bluthardt*, 216 Ill. App. 3d 504, 512-14 (2d Dist. 1991); *Carriage Way Apts. Pojman*, 172 Ill. App. 3d 827, 838 (2d Dist. 1988).

17. To show a likelihood of success on the merits, a party must: (1) raise a fair question as to the existence of the right claimed, (2) lead the court to believe that she will probably be entitled to the relief prayed for if the proof sustains the allegations, and (3) make it appear advisable that the positions of the parties stay as they are until the court has an opportunity to consider the merits of the case. *Abdulhafedh*, 161 Ill. App. 3d at 417.

18. Plaintiff has raised a fair question as to his likelihood of success on the merits as to his conversion and unjust enrichment claims.

19. To satisfy the elements for conversion, a plaintiff must allege (1) the defendants unauthorized and wrongful assumption of control, dominion, or ownership over the plaintiffs personal property, (2) the plaintiffs right in the property, (3) that the plaintiff has an absolute and unconditional right to immediate possession of the property, and (4) the plaintiffs demand for possession for the property. *Wei Quan v. Arcotech Uniexpat. Inc.*, 2018 IL App (1st) 180227, ¶ 17. Plaintiff here has alleged that Defendants have wrongfully taken cryptocurrency assets from his SGX account and, despite his requests, would not permit him to access those funds unless he paid certain fees. Plaintiff has stated a claim for conversion.

20. To satisfy the elements for unjust enrichment, a plaintiff must allege a “defendant has unjustly retained a benefit to the plaintiffs detriment, and that the defendant's retention of the benefit violates the fundamental principles of justice, equity, and good conscience.” *HPI Health Care Servs., Inc. v. Mt. Vernon Hosp., Inc.*, 131 Ill. 2d 145, 160. Plaintiff alleges that Defendants obtained his assets through deception, misrepresentation, and that Defendants have retained those cryptocurrency assets to their benefit and to his detriment. Compl., ¶¶ 77-83. Plaintiff has stated a claim for unjust enrichment.

21. Because Plaintiff has shown a likelihood of success on the merits as to Counts I and II, it is unnecessary for the Court to consider whether he has shown a likelihood of success as to Counts III and IV.

22. A court need only balance the hardships and consider the public interests if all of the TRO elements are met. *Rodrigue Ceda Makindu v. Ill. High Sch. Ass'n*, 2015 IL App (2d) 141201, ¶ 31. Since Plaintiff has satisfied all the prerequisites, the Court must consider the hardships and interests of the parties.

23. Nothing indicates that freezing the assets would impose a great hardship on Defendants. A TRO would prevent the possibility of Plaintiffs and the Class' funds virtually disappearing into thin air-which is an inherent hazard with cryptocurrency-and preserve the status quo until the Court reaches the merits. The balance of the hardships and equities favors Plaintiff and the Class.

24. The Court finds persuasive the logic of other courts who have entered ex parte TRO's in cases involving alleged pig butchering. Mot., Exs. C, D, E, G. Here, Plaintiff has alleged specific facts that he will suffer immediate, irreparable harm - the "off-ramping" of his assets - should Defendants receive notice.

25. For the foregoing reasons, Plaintiff's Motion is granted and further:

- a. Defendants are temporarily restrained from withdrawing, transferring, or encumbering any assets currently held in the following wallets:

Exchange	Wallet Address
Binance	0xA3cF57f1FAe61b39909F96c31453690187e4E339
Binance	0xA04f223f819033e0357cEE192639dE276fAF53b
Binance	0xb1c3c86D002a5e7222CF26133d554C838298ACD6

Binance	0x2Caa548d466EBAa121173D10E0755791bCbF1f9b
Binance	0x5368Faf6b4C0E01f04672DdCa30FF679CC9F4D69
Binance	0xf7E4365FBA99F02191503B5b4Fa7E7C831fC69a4
Binance	0x8E5D9D1599877028840f88cac602392e441ED3eF
Binance	0x7d4d8056871FDA21E39C8bd6aF4247F19De2042b
Binance	0x9B92DB434F48480d8ebdbE42046D5a2AcEd0eF62
Binance	0x61b7e18BA8bA0413a9ae61CBb263507aFb53B7Cc
Binance	0x1e1D870D6781793EbA4F5818E67d5D443a2d58F9
Binance	0x664A4D0931E79F789Fd15AFa8be8B1cd33F0B4C1
Binance	0x63062CE80c9606DdfaB65868fD4d514240A4DA75
Binance	0x4b5D7A509A67255f92FB9fE2f1B1eE395f02bfA6
Binance	0x2a19A8a2Ab65881A342981B192824fDF6ceF3665
Binance	0x4D4d0A06a33c82A3EBa004B67Bd717DB6b243489
Binance	0xBf5C76FcBBC7D5595dBf746eEb89a99bb6b258D0
Binance	0xAA578136a26b0bd7C7554cB954E976Db2c5c2EA4
Binance	0x3F4b069B8b473F09BE7fC75aca643ff72cb18fE7
Binance	0x790d180ffc15fD7e334255c2DB3b590c22659053
Coinbase	0x36a27D8C800508e97e3182F905922F92098c3808
Coinbase	0x00EF27C0921fB6a5CA5d55AAc977f21f1B05d054
Coinbase	0xA97cF97e6a7567ceA0fe69DF5F59268636733fe8
Coinbase	0x6e7496804654d47D1Ffd3ABBe1C731276fe09c37
Coinbase	0xf9E8677236BaD06A8cF00D715c0A52Ab60a61fd7
Coinbase	0xb3B6F9A495bc265C9cb19C4318B8858B84547De7

Coinbase	0xeED120C0110a8C6B7becB36cc282824A4022AAB7
Coinbase	0xf1E639574dfFE745b93817452d64c25c9788dc77
Coinbase	0x32957A3c71C1dC5E8B286FF306d643D1C4814645
Coinbase	0xd74F8Dbf44f5aF98608476cf17D1814B0c2ee8eb
Crypto.com	0x1fcB5c16B7A1AB3DE79b1e3Cd920DED8f037EBa9
Crypto.com	0x8144A415a61B8A192f9955707DD4Fd31C871E8AE
Crypto.com	0x613e426654a8706cda55b0A6689cF816D03a6BfD
Kraken	0x3320beBf3c5E9868b4BA3ccc0fc40e737da030a7
Kraken	0x530860F71Ed2333a309574ed4fEfE5edfd59982A
KuKoin	0x6320EA8DA6315F971dBE9c923Dbc739e1eAa8c10
KuKoin	0x7dd672a29b71026925f9b1d4BE42370111B1b957
OKX	0xED8C7136B7643f3dc26966fD68ce5f373724fBbB
OKX	0x7A8578D8D97882F9e149745183cabC451F58c000
OKX	0xa3C1D72080d22ba79532262391c844549beC4989
OKX	0x0DEbbF4221856638dce98EFA43b10938084d80F3
OKX	0xE45787ef14dc7F295365154df72C41e79f12407d
OKX	0xf5fFe32272031aB2fBe850d1A22C18057467AF49
MEXC	0x75e89d5979E4f6Fba9F97c104c2F0AFB3F1dcB88

- b. All persons who receive actual notice of this order (including Defendants, exchnages, and each of their respective agents, or anyone acting or purporting to act on their behalf) are hereby prohibited from withdrawing, selling, transferring, conveying, encumbering, moving or otherwise altering the assets located within the

foregoing wallets while this order remains in effect, whether such assets are located inside or outside the United States of America.

- c. Additionally, all persons who receive actual notice of this order (including the aforementioned exchanges, Defendants, and each of their respective agents, or anyone acting or purporting to act on their behalf) are hereby prohibited from withdrawing, selling, transferring, conveying, encumbering, moving or otherwise altering the assets located within any account at any other financial institution, bank, trading exchange, investment firm, or any cryptocurrency wallet or cryptocurrency trading account over which Defendants maintain or control anywhere other than in the Wallet Addresses identified above, whether such assets are located inside or outside the United States of America.
- d. Unless otherwise extended, this temporary restraining order shall expire on December 29, 2025 at 5:00 p.m. central standard time. This matter is set for a hearing on Plaintiff's request to extent the TRO on December 29, 2025 at 9:30 a.m. before Judge Cecilia Horan via Zoom (Meeting ID: 956 5899 1093; Password: 129359).

ENTER:

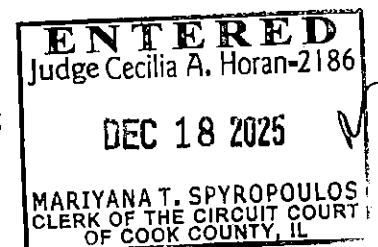
/s/ Cecilia A. Horan Judge No. 2186

Meeting ID: 956 5899 1093

Password: 129359

Dial-in: 312-626-6799

Signed 3:45 on 12/18/2025



Prepared by:
Taras Garapiak

ESBROOK P.C.
321 N. Clark Street, Suite 1930
Chicago, IL 60654
(312) 319-7680
taras.garapiak@esbrook.com
Attorney No. 62618

Attorneys for Plaintiff