

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

SHAMEELA KARMALI-RAWJI, on behalf  
of herself and all others similarly situated,

Plaintiff,

v.

TRUSTWAVE.TRADE, AVIV NAFTALI,  
JANE DOE 1 and JOHN DOE NOS. 1-10,

Defendants.

Index No. 150162/2025

**AFFIRMATION OF**  
**SHAMEELA KARMALI-RAWJI IN**  
**SUPPORT OF HER MOTION FOR A**  
**TEMPORARY RESTRAINING ORDER**

I, Shameela Karmali-Rawji, affirm the following under penalty of perjury, pursuant to CPLR § 2106:

1. I am Shameela Karmali-Rawji, over 18 years of age, of sound mind and otherwise competent to make this Affirmation. The evidence set forth herein is based on my personal knowledge. I submit this Affirmation in support of the above-captioned Proposed Order to Show Cause and Temporary Restraining Order.

2. I reside at 1401 Council Way SW, Calgary, Alberta, Canada.

3. I am physician and have been practicing family medicine since 1992.

**A. Defendants Jane Doe 1 and Aviv Naftali**

4. On September 3, 2024, I enrolled in an online cryptocurrency course offered by Coursados for \$149 Canadian Dollars (“CAD”). Shortly after signing up, I received a call from Jane Doe 1, an individual falsely identifying herself as “Catherine Dubois,” who claimed to represent both Coursados and Trustwave.trade (“Trustwave”). Defendant Jane Doe 1 described Trustwave as a legitimate cryptocurrency trading platform leveraging advanced AI technology and suggested that I apply my course fee toward Trustwave’s services. Defendant Jane Doe 1 then

introduced me to an individual she called “Aviv Naftali,” describing him as a licensed broker who would provide personalized investment guidance and direct access to Trustwave’s platform.

5. An individual falsely identifying himself as Aviv Naftali (“Naftali”) contacted me via WhatsApp audio on September 4, 2024, and presented himself as a seasoned financial advisor and crypto strategist. Later that day, I received an email from “support@trustwave.trade” asking for feedback on my initial conversation with “Aviv Naftali, your broker at Trustwave.”

6. Over the following months, Defendant Naftali cultivated my trust through frequent WhatsApp messages and hours-long phone calls. Defendant Naftali provided me with step-by-step guidance on how to create accounts on legitimate cryptocurrency exchanges, including Newton Crypto Ltd. (“Newton”), Payward Inc. (d.b.a. “Kraken”), Coinbase Global, Inc. (“Coinbase”) and Satstreet Trading Desk Inc. (“Satstreet”). Defendant Naftali also instructed me to transfer funds into a cold storage Ledger wallet, claiming it was critical for securing my investments. Defendant Naftali later directed me to purchase cryptocurrency on these legitimate exchanges, transfer those funds to my Ledger wallet, and subsequently transfer the funds into Trustwave for purported trading activity.

7. Between September 3, 2024, and November 19, 2024, Defendant Naftali engaged in consistent and intensive communication with me through messages and lengthy phone calls on WhatsApp, often lasting over two hours. These interactions were strategically timed to coincide with significant transactions and trading activity.

**B. Investments and Initial Withdrawals**

8. On October 14, 2024, I made my first investment of \$10,000 CAD, transferring funds to Trustwave for trading under Defendant Naftali’s direction. Defendant Naftali shared a fabricated Client Report reflecting alleged profits, withdrawals, and trades, including a \$533

United States Dollar (“USD”) gain. The professional appearance of this report bolstered my trust in Defendant Naftali and confidence in Trustwave’s legitimacy.

9. On October 16, 2024, Defendant Naftali spent over two hours on a call with me, guiding me through the purchase of \$35,966.98 USDC on my Newton Wallet and then directed me to transfer the full amount to Trustwave. Later that evening, during an additional one-hour call, Defendant Naftali walked me through executing trades on Trustwave, reinforcing the appearance of the platform’s legitimacy.

10. Between October 17, 2024, and October 23, 2024, I traveled from Canada to New York, where I stayed in New York County. During this period, I conducted frequent trades on Trustwave under Defendant Naftali’s guidance and direction. During this period, I was able to withdraw genuine USDC from my Trustwave Wallet and transfer it to my Ledger Wallet. This reinforced my confidence in Defendants. For example, on October 20, 2024, while located in New York, I transferred \$36,377.1 USDC from my ledger wallet to a Trustwave wallet, during a two-hour phone call with Defendant Naftali, who assured me of increasing profits. Later that day, at Defendant Naftali’s direction, I withdrew \$36,914.85 USDC from Trustwave and sent it to my ledger wallet; the amount reflected a trading profit of \$537.75 USDC. Similarly, on October 23, 2024, while located in New York, I transferred an additional \$36,914.85 USDC from my ledger wallet to Trustwave, and continued trading under Defendant Naftali’s guidance. Later that day, at Defendant Naftali’s direction, I withdrew \$37,103.56 USDC from Trustwave and sent it to my ledger wallet; the amount reflected a trading profit of \$188.76 USDC. Defendant Naftali advised me repeatedly that it was more secure for me to hold my funds in a cold Ledger wallet than on a trading platform.

11. Over the course of two days (October 31, 2024, and November 1, 2024), Defendant Naftali directed me to transfer a total of \$1,500,277 in USDC from my ledger wallet to Trustwave. Immediately thereafter, during multiple calls spanning four hours, Defendant Naftali directed my trading activity with those funds. I told Defendant Naftali that I intended to transfer USDC from my Trustwave accounts back to my ledger wallet. I later learned Defendants returned Fantom USDC to me, which is a cryptocurrency asset designed to resemble genuine USDC but is worth a fraction of its value.

12. Soon thereafter, on November 14, 2024, I attempted to withdraw funds from Trustwave. Later that day, I received a notification from Trustwave about strange activity occurring on Trustwave from my desktop and mobile devices. As a result, Trustwave stated that it had to perform a compliance check and requested bank statements and identification, both of which I provided. Trustwave informed me that it would place a compliance hold on my assets at Trustwave for several days, preventing me from recovering my assets. Trustwave also requested a withdrawal fee (called “gas” in the crypto industry) from me to facilitate the return of my assets.

13. On November 16, 2024, after I transferred the withdrawal fee of approximately \$10,000 USD in crypto assets to Trustwave, I then attempted to withdraw the entire amount of investment held at Trustwave, namely, \$1,544,237 USDC.

14. At the time, I believed I had successfully withdrawn \$1,544,237 USDC from my Trustwave account and transferred it to my ledger wallet. I later learned that that Defendants had replaced my \$1,544,237 USDC with counterfeit Classic USDC, a fraudulent coin that lacked any actual market value. Because Classic USDC appeared identical to genuine USDC, I was deceived into believing that I securely held assets of value.

15. Since November 16, 2024, I have made repeated demands of Defendant Naftali and attempts to recover my funds, all unsuccessfully.

**C. Discovery of Misleading Representations**

16. In a November 14, 2024, email to me, the Swiss Financial Market Supervisory Authority (“FINMA”) confirmed that (1) Trustwave.trade does not have a FINMA license; (2) the company number listed is not in the name of Trustwave.trade; and (3) there is no information or entry in the Swiss commercial register that would indicate a presence in Switzerland. This directly contradicts Trustwave’s website, which states that Trustwave is registered in Switzerland under the name “Trustwave” with the company number CHE-476.213.688, and registered with the FINMA under the number F01424921.

17. I also discovered other fraudulent and misleading representations made by Defendants, including fabricated personas and false contact information. For example, the Canadian contact number listed on Trustwave’s website is inoperative, despite advertising 24/7 availability, and Trustwave lists an imaginary office address for Neopulse, its AI trading product. Trustwave’s website also misappropriates a photo of Rabbi Ari Shishler, referring to him as the company founder and a legitimate financial advisor. Defendant Naftali sent Plaintiff a fake Israeli driver’s license, bearing the same photo of Rabbi Ari Shishler, with the name Aviv Naftali.

18. I affirm this 5th day of January, 2025, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

Dated: New York, NY  
January 5, 2025

By:   
Shameela Karmali-Rawji

**Certification Pursuant to 22 NYCRR § 202.8-b**

I, John Curran, an attorney duly admitted to practice law before the courts of the State of New York, hereby certify that this Affirmation contains 1218 words, excluding the parts exempted by § 202.8-b(b), and therefore complies with the word count limit set forth in 22 NYCRR § 202.8-b(a).

Dated: New York, NY  
January 5, 2025

By: */s/ John Curran*  
John Curran, Esq.