

ANDREW CHAIT, on behalf of himself  
and all others similarly situated,

-against-

WENDY LEE, EILEEN BURBRIDGE,  
MARY SCOTT, VERNA, ETTIE LEE,  
KEIKO FUJIWARA and JOHN DOE NOS. 1-25.

Index No. \_\_\_\_\_

## AFFIRMATION OF ANDREW CHAIT

I, Andrew Chait, affirm under penalty of perjury as follows:

1. I am Andrew Chait, 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 420 East 54th Street, Apt. 2407, New York, NY 10022.

3. I am the Vice President and CFO of Ralph M. Chait Galleries, the oldest U.S. gallery specializing in fine antique Chinese porcelain and art, based in Manhattan.

### A. Wendy Lee and Eileen Burbidge

4. In October 2023, Wendy Lee initiated communications with me via Facebook Messenger, and our conversation soon transitioned to WhatsApp and Telegram. Wendy began discussing cryptocurrency investments, claiming that her aunt, Eileen Burbridge, a reputable venture capitalist based in London, had introduced her to a highly profitable opportunity, a “blockchain certified project.”

5. On October 26, 2023, Wendy claimed the blockchain certified project generated stable, daily profits. She explained that the project required a minimum investment of \$5,200 and suggested that I start with an investment between \$5,000 and \$10,000. On October 27, 2023, I followed Wendy's instructions and downloaded what I believed to be the SafePal wallet to facilitate my investment. However, Wendy directed me to what I now understand to be a fraudulent version of the SafePal platform at <https://www.safepaladain.com/>, misleading me into believing I was securely transferring my funds to a legitimate crypto platform.

6. On November 16, 2023, following Wendy's instructions, I made my first deposit of \$5,225 via a wire transfer from my bank account into what I believed was my SafePal wallet. Thereafter, Wendy directed me to <https://www.zerionin.com/>, a website that purported to show that these funds had arrived in my account by November 19, 2023, and where I was shown what I now understand to have been fabricated profits. This further convinced me of the legitimacy of the investment.

7. On November 23, 2023, Wendy proposed that I speak directly to her aunt Eileen via the LINE messenger app. I began chatting with Eileen on November 28, 2023. Eileen educated me about "blockchain certification," describing it as a stable, high-return investment. On November 30, 2024, Eileen advised liquidating my traditional investments and moving the capital to SafePal, enticing me with the potential to earn \$72,000 per month.

8. Encouraged by these discussions and my apparent profits, I made additional wire transfers—\$25,025 on December 6, 2023, and \$25,025 on December 11, 2023—to my Bitstamp account. From my Bitstamp account, I converted the funds to Ethereum and transferred 11 Ethereum and 11.4 Ethereum on December 7 and 11, respectively, to what I believed to be my SafePal account but what I now understand was really a crypto wallet controlled by Defendants.

Wendy and Eileen continued to reinforce the security and profitability of the project and showed me fabricated but convincing profits.

9. Eileen then recommended setting up a short-term trading account on “CoinJar” as part of the same “blockchain certification” project, claiming it would enhance the returns even further. Eileen provided detailed instructions and directed me to the website <https://www.coinjarin.com/wap/>, which, similar to Wendy’s SafePal link, led to a fraudulent site. On December 21, 2024, convinced by Eileen, I initiated a wire transfer in the amount of \$5,025, to what I thought was my CoinJar account but was really a bank account controlled by Defendants.

10. Eileen then advised me to remit an additional \$100,000 to CoinJar to maximize my returns. On January 12, 2024, she provided detailed instructions for completing the wire transfer, directing me to avoid mentioning cryptocurrency to the bank and to state that the funds were for an online purchase of fitness equipment.

11. Following Eileen’s instructions, on January 12, 2024, I initiated a wire transfer in the amount of \$100,000 to what I believed to be my CoinJar account, but what I now understand was a bank account controlled by Defendants. By January 16, 2024, my CoinJar account balance on the fraudulent CoinJar user interface appeared to have grown to approximately \$540,000. I now understand that these profits were fabricated by Defendants.

12. In February 2024, when I attempted to withdraw my funds, I was informed that a commission of \$71,306.13 was required before I could access my money. Despite my inability to pay this amount, the fee was insisted upon, and I was threatened with a significant penalty for non-compliance.

13. On February 6, 2024, after the payment deadline passed, I was notified that \$270,000 had been deducted from my CoinJar account as a penalty for non-payment. Even after this deduction, I was still unable to access any remaining funds.

14. Wendy and Eileen deceived me by sending me links to platforms that appeared to be SafePal and CoinJar. I now understand that these were actually fake platforms under their control. By manipulating these counterfeit websites they fabricated false profits, making my investments seem legitimate and encouraging me to make more deposits. I now understand that in reality my money was being funneled into cryptocurrency wallets controlled by the Defendants. Ultimately, I lost approximately \$160,300 to the scheme.

**B. Mary Scott**

15. On December 9, 2023, Mary Scott first contacted me through Facebook, establishing a friendly rapport. By December 16, 2023, our conversation had moved to WhatsApp, where Mary continued to engage in personal discussions about mutual interests, including cryptocurrency.

16. I confided in Mary about the recent challenges I faced with cryptocurrency investments involving Wendy from Toronto and her aunt. Mary responded by casting doubt on the legitimacy of those investments and sharing an anecdote about a friend's uncle who had been scammed. By subtly acknowledging the reality of such frauds, she positioned herself as trustworthy and genuinely vigilant about avoiding similar scams. This trust later enabled Mary to convince me to invest more on a platform she endorsed, leading me to believe the outcome would be different—only for my funds to be stolen once again.



17. Mary emphasized the importance of using a “regulated platform” to “ensure the safety” of my funds, highlighting the supposed security of the trading platform she recommended, “CoinExchange” (also described as “CoinSafety”).

18. On January 3, 2024, I followed Mary’s instructions to access CoinExchange. She instructed me to first set up an account using a Coinbase Wallet, a well-known application for managing and purchasing cryptocurrency. Once the account was created, Mary directed me to use the browser function within the Coinbase Wallet app to visit a specific link for CoinExchange (<https://www.coinexchangein.com/wap>). Throughout the entire process, Mary stayed in constant contact, sending me photos she annotated with red circles and arrows to guide me through each step.

19. I entered the link Mary provided into the Coinbase Wallet browser, following her instructions to use the bar at the top. A convincing trading interface then appeared. By directing me to access the site through the Coinbase Wallet browser, Mary added an air of legitimacy to the scheme, making the trading platform appear more secure and authentic. This strategy was particularly effective because she had previously emphasized the importance of using regulated platforms.

20. On January 11, 2024, I deposited \$5,025 and \$45,025 into CoinExchange and executed my first trade under Mary’s guidance. Between January 11 and February 4, 2024, I completed nine trades, all while following her explicit instructions. Mary provided real-time guidance, further gaining my trust as I saw what seemed to be impressive results and profits.

21. Encouraged by initial “profits” and my ability to withdraw small amounts, I deposited larger sums. Mary persuaded me to deposit an additional \$50,025 on January 25, 2024, and another \$50,015 on January 26, 2024. These funds were transferred from TD Bank to Chong

Hing Bank Ltd. in Hong Kong to an account named Jinpeng Trading Co. Ltd. By the end of January 2024, I had deposited a total of \$150,090.

22. On February 6, 2024, my CoinExchange account showed a balance of \$244,261.77 USDT, which I believed was the result of my profitable trades. However, when I attempted to withdraw funds on this date, CoinExchange Customer Support confirmed the balance but demanded a 10% “cryptocurrency tax” of \$10,776.18 USDT before releasing the funds. As a result, on February 8, 2024, I made a final deposit of \$10,801.18 to cover the supposed tax.

23. On February 12, 2024, I again attempted to withdraw my funds and close my account, but I faced another unexpected fee demand. CoinExchange Customer Support informed me that I could not access funds until I completed an identity verification procedure and paid an additional \$50,000.

24. When I informed Mary of the situation, she claimed that such demands were standard for large withdrawals and urged me to pay an additional \$50,000.

25. Unable to make this large payment, my account was purportedly frozen, leaving me unable to access any funds. Despite appearing to be legitimate, I understand now that the CoinExchange platform was a complete fabrication, and no real cryptocurrency trades occurred. Unbeknownst to me, my funds were being transferred to Defendants.

26. Defendants continued to contact me to convince me to provide additional funds. On May 7, 2024, following instructions of Defendant Mary Scott, I transferred 5 USDC from my Coinbase account to what Defendant claimed was my CoinExchange account but what I know now was really a crypto wallet controlled by Defendants. I similarly transferred an additional 0.00334134 ETH to the same crypto wallet on May 9.

27. In total, Defendant Mary Scott stole approximately \$160,906.18 from me using the fraudulent CoinExchange scheme.

**C. Verna**

28. On December 27, 2023, an individual who identified herself as “Verna” contacted me through an “accidental” text message from the phone number 270-392-1684, which quickly led to communication via Telegram. Verna introduced herself as a jewelry designer and gold options trader based in Los Angeles.

29. Over the following weeks, Verna gradually built a rapport with me and shared her success in gold trading. On January 7, 2024, she sent me a screenshot, claiming to have made a \$15,920 profit in just 30 seconds on a \$39,800 investment, boasting a 40% return.

30. On January 21, 2024, Verna, encouraging me to make my first investment, claimed she had grown an initial \$200,000 investment to \$1.7 million.

31. On January 25, 2024, Verna introduced me to the platform where she claimed to have made sizeable profits, “Vbitex.” She provided me with a link to the site. When I experienced difficulties accessing the platform, Verna sent me an alternative mobile web link on January 26, 2024, to ensure I could gain access.

32. Through persistent communication and reassurances about the legitimacy of the site, Verna convinced me to begin investing. On March 4, 2024, I made my first deposit of \$491.64, transferring funds from my MetaMask wallet to Vbitex with Verna’s step-by-step assistance.

33. On March 5, 2024, Verna coached me through my first trade, which appeared to yield profits. I continued to trade under Verna’s guidance, seeing perceived profits including \$82 on March 5th, \$240 on March 7th, and \$338 on March 12th.



34. Encouraged by these early successes, and with Verna consistently urging me to invest more, I made two additional deposits to Vbitex. I transferred \$500 on March 28, 2024, and another \$500 on April 4, 2024, each time with Verna's direct assistance.

35. Under Verna's guidance, my perceived profits steadily increased, with my account balance reaching \$4,372 by April 17, 2024, and \$5,446 by April 18, 2024. Verna provided real-time direction for executing trades—including one on May 1, 2024, where profits seemed to be \$1,080.

36. Despite the apparent success reflected by my growing account balance, my attempts to withdraw funds from Vbitex on June 9, 2024, were unsuccessful. I lost access to the platform and was unable to recover my funds, resulting in a total loss of \$1,458.98.

37. Unbeknownst to me, Vbitex was a completely fabricated platform, and no real trades occurred. The funds I believed I was using to execute real profit-generating trades were, in fact, being transferred directly to cryptocurrency wallets controlled by the Defendants.

#### **D. Ettie Lee**

38. On April 25, 2024, Ettie Lee initiated contact with me through Facebook Messenger. She revealed personal details about her life, sharing that she had two sons and a daughter, and expressed genuine concern for my well-being. She established a connection and built a sense of friendship with me. We transitioned our conversations to Telegram.

39. In May 2024, Ettie claimed success in crypto trading on a platform called Alpha Homora. I, cautious due to previous difficulties withdrawing cryptocurrency, emphasized my preference for trusted platforms like Robinhood or Coinbase. Aware of my concerns, Ettie reassured me that they would not go through other platforms and that I only needed to "transfer the funds to the Coinbase Wallet." However, this was a misrepresentation, as she later directed me



to use the Coinbase Wallet's browser to access the Alpha Homora website—a platform I now understand to be entirely unrelated to Coinbase.

40. I accessed Alpha Homora through the Coinbase Wallet application with Ettie's directions. The platform appeared legitimate to me at the time.

41. On May 5, 2024, Ettie shared a screenshot of her supposed \$1.8 million account balance, claiming that simply keeping funds in Coinbase Wallet would generate earnings.

42. Between May 23, 2024, and May 29, 2024, I transferred over \$12,500 in USDC and Ethereum to Alpha Homora under Ettie's guidance. Throughout the process, I sent Ettie photos and screenshots at various stages. She annotated these images with red squares and arrows, indicating precisely where to click and what steps to take next, before sending them back to me to ensure the transfers were completed correctly.

43. On July 8, 2024, when I attempted to withdraw my funds, Ettie informed me that an additional \$12,000 was required to cover margin requirements and fees before my funds could be released. Despite communicating my inability to deposit more funds, Ettie persisted, emphasizing that the payment was necessary to unlock my investments. She warned that my funds could be forfeited or used by others if I did not comply.

44. By August 2024, Ettie ceased responding to my requests for assistance. Ultimately, I was left unable to withdraw any of my funds, and lost over \$12,500.

#### **E. Keiko Fukiwara**

45. On April 30, 2024, Keiko Fujiwara initiated contact with me through Facebook Messenger, establishing a connection by discussing our shared interest in art. The conversation quickly transitioned to WhatsApp, where Keiko continued to build rapport with me by complimenting my personality and sharing personal anecdotes.

46. Keiko introduced me to ICMarket, portraying it as a profitable trading platform she had been using successfully. Keiko described how she had seen substantial returns, encouraging me to explore the platform as a means of growing my investments.

47. On June 3, 2024, Keiko guided me through the process of setting up an ICMarket account and transferring \$1,074.69 via Coinbase. She continued to emphasize the potential profits, leading me to make an additional transfer of \$1,220.56 on June 20, 2024.

48. On July 5, 2024, Keiko emphasized the importance of capitalizing on trading opportunities, suggesting that I sell my stocks to increase my available funds for trading in options on ICMarket. Keiko presented herself as a knowledgeable and trustworthy mentor and continued to guide me through seemingly profitable trades. She urged me to increase my account balance to reach “VIP1” status, promising greater trading benefits.

49. On July 9, 2024, Keiko guided me through a series of trades on ICMarket, resulting in a reported \$632 profit. Afterward, a screenshot photo showed that my account balance was \$4,107.86.

50. Keiko continued to pressure me to invest more, promising that achieving VIP1 status would unlock additional benefits and ensure smooth withdrawals.

51. On July 17, 2024, following Keiko’s instructions, I transferred 3,597 USDC from my Coinbase account to ICMarket. The next day I transferred another 4,415 USDC, again following Keiko’s instructions.

52. On August 15, 2024, I tried to withdraw \$1,000 from my ICMarkets account. ICMarkets Customer Service informed me that to access my funds, I needed to pay a total of \$4,741.43 in various fees. When I questioned these fees, I was told they covered transaction costs

from June to July and that payment was required by August 19, 2024, to avoid an additional \$100 per day fee.

53. I could not meet demands for additional funds and was unable to withdraw anything. I lost \$10,307.25.

54. I affirm this 22nd day of October, 2024, 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, New York  
October 22, 2024

By: Andrew G. Chait  
Andrew Chait

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

I, Rishi Bhandari, at attorney duly admitted to practice law before the courts of the State of New York, hereby certifies that this Affirmation contains 2,811 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, New York  
October 22, 2024

By: /s/ Rishi Bhandari  
Rishi Bhandari, Esq.