

**Exhibit C**

Request for Production of Documents

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT  
BRIDGEPORT DIVISION**

	X	
	:	
In re:	:	Chapter 11
	:	
HO WAN KWOK, <i>et al.</i> , <sup>1</sup>	:	Case No. 22-50073 (JAM)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	
	:	
LUC A. DESPINS, CHAPTER 11	:	
TRUSTEE,	:	
	:	
Plaintiff,	:	Adv. Proceeding No. 23-05013
	:	
v.	:	
	:	
	:	
HCHK TECHNOLOGIES, INC.,	:	
HCHK PROPERTY MANAGEMENT, INC.,	:	
LEXINGTON PROPERTY AND STAFFING, INC.,	:	
HOLY CITY HONG KONG VENTURES, LTD.,	:	
ANTHONY DIBATTISTA, YVETTE WANG,	:	
and BRIAN HOFMEISTER (in his capacity	:	
as assignee),	:	
	:	
Defendants.	:	
	X	

**FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS IN RESPONSE TO  
MOTION TO INTERVENE BY CHAPTER 11 TRUSTEE TO PROPOSED  
INTERVENORS SHIH HSIN YU, 1332156 B.C. LTD, GWGPNZ LIMITED AND  
JAPAN HIMALAYA LEAGUE, INC.**

---

<sup>1</sup> The Debtors in these chapter 11 cases are Ho Wan Kwok (also known as Guo Wengui, Miles Guo, and Miles Kwok, as well as numerous other aliases) (last four digits of tax identification number: 9595), Genever Holdings LLC (last four digits of tax identification number: 8202) and Genever Holdings Corporation. The mailing address for the Trustee, Genever Holdings LLC, and the Genever Holdings Corporation is Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 c/o Luc A. Despina, as Trustee for the Estate of Ho Wan Kwok (solely for purposes of notices and communications).

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, as made applicable by Rules 7026 and 7034 of the Federal Rules of Bankruptcy Procedure, and Local Civil Rule 26 of the Local Rules for the District of Connecticut, as made applicable by Local Bankruptcy Rule 7026-1 of the Local Rules of Bankruptcy Procedure for the District of Connecticut, Luc A. Despins, in his capacity as the chapter 11 trustee (the “Trustee”) for the estate of Ho Wan Kwok (the “Debtor”), individual debtor in the above-captioned jointly administered cases (collectively, the “Chapter 11 Cases”), through his undersigned counsel, hereby requests that Shin Hsin Yu (“Mr. Yu”), 1332156 B.C. LTD (“1332156 B.C.”), GWGOPNZ Limited (“GWGOPNZ”) and Japan Himalaya League, Inc. (“Japan Himalaya”) (collectively, the “Proposed Intervenors”) produce the documents and other items requested herein (the “Requests,” and each, a “Request”) in response to their Motion to Intervene in the above-captioned adversary proceeding. Production of documents responsive to the Requests shall be made electronically or at the offices of Paul Hastings LLP, Attn: Avi E Luft, 200 Park Avenue, New York, New York 10166. Productions shall occur on a rolling basis and be completed by no later than July 27, 2023. These requests are without waiver of the Trustee’s rights to serve further discovery requests based on the information that may be disclosed in response to these requests or otherwise, and the Trustee expressly reserves all such rights.

### **INSTRUCTIONS**

1. Each Request must be responded to separately and specifically. Each Request shall be answered fully unless it is in good faith objected to, in which event the reason for Your objection shall be stated in detail, as set forth below. If an objection pertains only to a portion of a Request, or a word, phrase or clause contained within it, You are required to state Your objection to that portion only and to respond to the remainder of the Requests.

2. Electronically stored information must be produced in accordance with the following instructions:

- a. Images. Black and white images must be 300 DPI Group IV single-page TIFF files. Color images must be produced in JPEG format. File names cannot contain embedded spaces or special characters (including the comma). Folder names cannot contain embedded spaces or special characters (including the comma). All TIFF image files must have a unique file name, i.e. Bates number. Images must be endorsed with sequential Bates numbers in the lower right corner of each image. The number of TIFF files per folder should not exceed 1000 files. Excel spreadsheets should have a placeholder image named by the Bates number of the file.
- b. Image Load File
  - a. Concordance® Data File. The data file (.DAT) contains all of the fielded information that will be loaded into the Concordance® database. The first line of the .DAT file must be a header row identifying the field names. The .DAT file must use the following Concordance® default delimiters: Comma ASCII character (020) Quote ¨ ASCII character (254). Date fields should be provided in the format: mm/dd/yyyy. Date and time fields must be two separate fields. If documents includes imaged emails and attachments, the attachment fields must be included to preserve the parent/child relationship between an email and its attachments. An OCRPATH field must be included to provide the file path and name of the extracted text file on the produced storage media. The text file must be named after the FIRSTBATES. Do not include the text in the .DAT file. For Documents with native files, a LINK field must be included to provide the file path and name of the native file. The native file must be named after the FIRSTBATES.
  - b. Concordance Image® OR Opticon Cross-Reference File. The image cross-reference file (.LOG or .OPT) links the images to the database records. It should be a comma-delimited file consisting of seven fields per line with a line in the cross-reference file for every image in the database with the following format: ImageID, VolumeLabel, ImageFilePath, DocumentBreak, FolderBreak, BoxBreak, PageCoun.
- c. Document Text. Text must be produced as separate text files, not as fields within the .DAT file. The full path to the text file (OCRPATH) should be included in the .DAT file. It is recommended document level ANSI text files, named per the FIRSTBATES/Image Key. Extracted text files must be in a separate folder, and the number of text files per folder should not exceed 1,000 files. There should be no special characters (including commas in the folder names). Text files must be provided on a document level.
- d. Native Production for Certain File Types. File types that reasonably require

viewing in their native format for a full understanding of their content and meaning must be produced in native format. These include, but are not limited to, spreadsheets, spreadsheet-like files (Microsoft Excel, comma separated values, tab separated values, etc.), Microsoft PowerPoint or other special presentation files, database files, and audio/visual files. Provide an image of a Bates numbered slip sheet indicating the presence of a native file, and include the path to the native as a field in the .dat file. Name the produced native file with the Bates number corresponding to the slip sheet for the file. Group native files within incrementally named “NATIVE” directories, separate from images directories.

- e. De-duplication. Produce a single copy of each electronic document for which exact duplicates exist. For email messages, consolidate duplicates based on MD5 hash generated from the BCC, Body, CC, From, IntMsgID, To, and Attach properties. For email attachments and standalone electronic files, consolidate duplicates based on MD5 hash of the entire file.
- f. Metadata. Produce extracted metadata for each document in the form of a Concordance compliant load file (.dat). The first line of the .DAT file must be a header row identifying the field names. The .DAT file must use the following Concordance default delimiters: Comma, ASCII character (020) Quote & ASCII character (254).  
Date fields should be provided in the format: mm/dd/yyyy. Date and time fields must be two separate fields. Required metadata listed below:

Field Name	Sample Data	Description
FIRSTBATES	EDC0000001	First Bates number of native file document/email
LASTBATES	EDC0000001	Last Bates number of native file document/email **The LASTBATES field should be populated for single page
ATTACHRANGE	EDC0000001 - EDC0000015	Bates number of the first page of the parent document to the Bates number of the last page of the last attachment “child” document
BEGATTACH	EDC0000001	First Bates number of attachment range
ENDATTACH	EDC0000015	Last Bates number of attachment range
CUSTODIAN	Smith, John	Email: Mailbox where the email resided Native: Name of the individual or department from whose files the document originated
FROM	John Smith	Email: Sender Native: Author(s) of document **semi-colon should be used to separate multiple entries
TO	Coffman, Janice; LeeW [mailto: LeeW@MSN.com]	Recipient(s) **semi-colon should be used to separate multiple entries

CC	Frank Thompson [mailto: <a href="mailto:frank_Thompson@cdt.com">frank_Thompson@cdt.com</a> ]	Carbon copy recipient(s) **semi-colon should be used to separate multiple entries
BCC	John Cain	Blind carbon copy recipient(s) **semi-colon should be used to separate multiple entries
SUBJECT	Board Meeting Minutes	Email: Subject line of the email Native: Title of document (if available)
FILE_NAME	BoardMeetingMinutes.docx	Native: Name of the original native file, including extension
DATE_SENT	10/12/2010	Email: Date the email was sent Native: (empty)
TIME_SENT/ TIME_ZONE	07:05 PM GMT	Email: Time the email was sent/ Time zone in which the emails were standardized
TIME_ZONE	GMT	The time zone in which the emails were standardized during conversion.
LINK	D:\001\EDC0000001.msg	Hyperlink to the email or native file document **The linked file must be named per the FIRSTBATES number
FILE_EXTEN	MSG	The file type extension representing the Email or
AUTHOR	John Smith	Email: (empty) Native: Author of the document
DATE_CREATED	10/10/2010	Email: (empty) Native: Date the document was created
TIME_CREATED	10:25 AM	Email: (empty) Native: Time the document was created **This data must be a separate field and cannot be combined with the DATE_CREATED field
DATE_MOD	10/12/2010	Email: (empty) Native: Date the document was last modified
TIME_MOD	07:00 PM	Email: (empty) Native: Time the document was last modified **This data must be a separate field and cannot be combined with the DATE_MOD field
DATE_ACCESSD	10/12/2010	Email: (empty) Native: Date the document was last accessed
TIME_ACCESSD	07:00 PM	Email: (empty) Native: Time the document was last accessed **This data must be a separate field and cannot be combined with the DATE_ACCESSD field
FILE_SIZE	5,952	Size of native file document/email in KB
PGCOUNT	1	Number of pages in native file document/email
PATH	J:\Shared\SmithJ\October Agenda.doc	Email: (empty) Native: Path where native file document was

		stored including original file name.
INTFILEPATH	Personal Folders\Deleted Items\Board Meeting Minutes.msg	Email: original location of email including original file name. Native: (empty)
INTMSGID	<000805c2c71b\$75977050\$cb8306d1@MSN>	Email: Unique Message ID Native: (empty)
MD5HASH	d131dd02c5e6eec4693d9a0698aff95c2fcab58712467eab4004583eb8fb7f89	MD5 Hash value of the document.
OCRPATH	TEXT/001/EDC0000001.txt	Path to extracted text of the native file

3. Each Request operates and should be construed independently and, unless otherwise indicated, no Request limits the scope of any other Request.

4. All Documents are to be produced as kept in the usual course of business or are to be organized and labeled to correspond with the categories in these Requests.

5. Each Request contained herein extends to all Documents: (a) in Your possession, custody, or control; or (b) in the possession, custody, or control of anyone acting on Your behalf, including Your counsel or other representatives and advisors. Each Document shall be produced in its entirety.

6. If You are requested to produce a Document that is no longer in Your possession, custody, or control, then Your response must (a) describe in detail the nature of the document and its contents; (b) identify the person(s) who prepared or authored the Document (and, if applicable, the Person(s) to whom the Document was sent); (c) identify the date on which the document was prepared or created; (d) state whether such Document (i) is missing or lost, (ii) has been destroyed, (iii) has been transferred, voluntarily or involuntarily, to others, or (iv) was otherwise disposed of; (e) state the reason for, and the facts and circumstances surrounding, such disposition; (f) identify the Persons who authorized such disposition; (g) identify the date or approximate date of such disposition; (h) state when the Document was most recently in Your possession, custody or control;

and (i) identify the Person, if any, presently in possession, custody, or control of such Document.

7. If You are requested to produce a Document that has been destroyed, then Your response must state, in addition to the information required by the preceding Instruction: (a) the reason for the Document's destruction; (b) the identity of the Person who destroyed the Document; and (c) the identity of the Person who directed that the Document be destroyed.

8. If You claim that a requested Document is privileged or attorney work-product, then Your response must: (a) state (i) a description of the Document adequate to support Your contention that the Document is privileged, (ii) the title of the Document, (iii) the date of the Document, (iv) the author of the Document, (v) the addressee of the Document, (vi) the identity of each Person who received or saw the original or any draft, copy, or reproduction of the Document, (vii) whether the Document itself, or any information contained or referred to in the Document is in the possession, custody, or control of any other Persons, and if so, the identity of such Persons, as well as a statement addressing how the information came into their possession, (viii) the claim of privilege under which the Document is withheld, and (ix) all of the circumstances upon which You will rely to support such claim of privilege; and (b) produce a privilege log containing all of the information requested in Part (a) of this Instruction for each Document withheld on the basis of a claim of privilege. If a portion of an otherwise responsive Document contains information subject to a claim of privilege, only that portion of the Document subject to the claim of privilege shall be deleted or redacted from the Document following the instructions above, and the rest shall be produced.

9. The Requests are continuing in nature. You are hereby instructed to (a) supplement or correct any responses later learned to be incomplete or incorrect immediately upon learning that a prior response was incomplete or incorrect; and (b) produce any additional Documents that are



called for under the Requests.

### **RULES OF CONSTRUCTION**

11. The use of a verb in any tense shall be construed as the use of the verb in all other tenses, as necessary to bring within the scope of each Request all Documents, Communications, materials and information that might otherwise be considered outside its scope.

12. The terms “each” and “any” shall be deemed to include and encompass the words “every” and “all.”

### **DEFINITIONS**

The definitions supplied by D. Conn. L. Civ. R. 26(c) and the rules of construction supplied by D. Conn. L. Civ. R. 26(d), as incorporated by D. Conn. Bankr. L.R. 7026-1, shall apply to the Requests. In addition, the following terms used in these Requests shall have the following meanings:

13. “You,” “Your,” “Yourself,” and “Proposed Intervenorors” mean and refer to the Proposed Intervenorors, together with all of their affiliates, divisions, agencies, instrumentalities, departments, offices, officers, directors, agents, managers, attorneys, representatives, employees, professionals, and/or anyone acting for or on their behalf.

14. “1332156 B.C. Ltd.” and “1332156 B.C.” mean and refer to 1332156 B.C. Ltd., together with all of its affiliates, divisions, agencies, instrumentalities, departments, offices, officers, directors, agents, managers, attorneys, representatives, employees, professionals, and/or anyone acting for or on its behalf.

15. “GWGOPNZ Limited” and “GWGOPNZ” mean and refer to GWGOPNZ Limited, together with all of its affiliates, divisions, agencies, instrumentalities, departments, offices, officers, directors, agents, managers, attorneys, representatives, employees, professionals, and/or

anyone acting for or on its behalf.

16. “Japan Himalaya League, Inc.” and “Japan Himalaya” mean and refer to Japan Himalaya League, Inc., together with all of its affiliates, divisions, agencies, instrumentalities, departments, offices, officers, directors, agents, managers, attorneys, representatives, employees, professionals, and/or anyone acting for or on its behalf.

17. “Shin Hsin Yu” and “Mr. Yu” mean and refer to Shin Hsin Yu, together with his employees, agents, counsel, advisors, or anyone acting on his behalf.

18. “Debtor” means Ho Wan Kwok (a/k/a Miles Kwok, Miles Guo, Guo Wengui, Guo Haoyun, 郭文贵, or any other alias), together with his employees, agents, counsel, advisors, or anyone acting on his behalf.

19. “Including” means “including, but not limited to” and “including, without limitation.”

20. “Hing Chi Ngok” means Hing Chi Ngok (Ngok (a/k/a Hing Chi Ng, Yue Qingzhi, 岳庆芝, “Debtor’s Purported Wife”, or any other alias), together with her employees, agents, counsel, advisors, or anyone acting on her behalf.

21. “Assignors” or “HCHK Entities” (and each an “Assignor” or “HCHK Entity”) means, collectively, HCHK Technologies, Inc., HCHK Property Management, Inc., and Lexington Property and Staffing, Inc., together with their employees, agents, counsel, advisors, or anyone acting on their behalf.

22. “Assignee” or “Brian Hofmeister” means Brian Hofmeister, together with his employees, agents, counsel, advisors, or anyone acting on his behalf.

23. “Assignment” means the attempted assignment for the benefit of creditors in connection with the Deeds of Assignment executed by the HCHK Entities on April 20, 2023

purporting to assign all of their assets to the Assignee.

24. “Anthony DiBattista” means Anthony DiBattista, together with his employees, agents, counsel, advisors, or anyone acting on his behalf.

25. “Criminal Indictment” means the Criminal Indictment of Ho Wan Kwok and Kin Ming Je, *United States v. Kwok et al.*, 23 Cr. 118, filed on Mar. 6, 2023 [ECF No. 2]. A copy of the Criminal Indictment is attached as **Exhibit A** hereto.

26. “Yvette Wang” means Yvette Wang (a/k/a Yanping Wang, Yan Ping Wang, 王雁平, or any other alias), together with her employees, agents, counsel, advisors, or anyone acting on her behalf.

27. “Mei Guo” (a/k/a Mei Guo, 郭美, “Debtor’s Daughter”, or any other alias) means Mei Guo, together with her employees, agents, counsel, advisors, or anyone acting on her behalf.

28. “Milesen Kwok” (a/k/a “Qiang Guo”, 郭强, “Debtor’s Son”, or any other alias), means Milesen Kwok, together with his employees, agents, counsel, advisors, or anyone acting on his behalf.

29. “Debtor’s Family” means, collectively, the Debtor, the Debtor’s Son, the Debtor’s Daughter, and the Debtor’s Purported Wife, and any other familial relation to the Debtor.

30. “Associated Individual” means individually and collectively, all individuals that (1) hold, control, have custody over, or discretion over assets owned, controlled, or enjoyed by the Debtor or the Debtor’s Family; or (2) have been employees, directors, or otherwise are affiliated with one or more Associated Entities, together with the respective employees, agents, counsel, advisors, or anyone acting on behalf of any of the foregoing. Such Associated Individuals shall include, but are not limited to: Hao (Gavin) Li, Yinying (Aila)Wang, Chris Lee, Yongping Yan,

Jintao Li, Yumei Hao, Linwan “Irene” Feng, Brian W. Hofmeister, Anthony DiBattista, Alex Hadjicharalambous, Bernardo Enriquez, Bingshang Jiao, David Fallon, Ehsan Masud, Jesse Brown, Jessica Mastrogiovanni, Min Yang, Talha Zobair, Wencong Wang, Victor Cerda, Michael Baranowitz, Charles Gruder, Ivan Lin, Haitham Khaled, Rui “Ray” Hao, Xuebing Wang, Ziyang Liu, Defeng Cao, Yue Zhou, Zhixuan Li, Nadeem Akbar, Daniel Podhaskie, Jason Miller, Steve Bannon, Karin Maistrello, Melissa Francis, William Gertz, Jennifer Mercurio, Eduardo Eurnekian, Haoran He, Beile Li, Pamela Tsai, Han Chunguang (a/k/a 韩春光), Qu Guojiao (a/k/a Qu Guo Jiao, 屈国姣), Qidong Xia, Zhang Wei (a/k/a 张魏\*), Lihong Wei Lafrenz (a/k/a Sara Wei, 魏丽红), Hao Haidong (a/k/a 郝海东), Ross Heinemeyer, Max Krasner, Kyle Bass, Melissa Mendez, Ya Li (a/k/a 李娅), Dinggang Wang (a/k/a 王定刚), Yvette Wang (a/k/a Yanping Wang, Yan Ping Wang, 王雁平), Fiona Yu, Je Kin Ming (a/k/a William Je, Yu Jianming, 余建明).

31. “Associated Entity” means, individually and collectively, all organizations or Entities of any type that (1) have been owned, controlled, or invested in by the Debtor or the Debtor’s Family; or (2) have an interest, whether directly or indirectly, in any assets owned, controlled, or enjoyed by the Debtor or the Debtor’s Family, together with the respective employees, agents, counsel, advisors, or anyone acting on behalf of any of the foregoing. Such Associated Entities shall include, but are not limited to: Holy City Hong Kong Ventures, Ltd., 7 Nod Hill LLC, AAGV Limited, ACA Investment Management Limited, ACA Capital Group Limited, Ace Decade Holdings Limited, AI Group Holdings Inc., Alfa Global Ventures Limited, Alfonso Global Limited, Allied Capital Global Limited, Alpine Fiduciaries SA, Anton Development Limited, Beijing Pangu Investment Co., Beijing Pangu Investment Co. Ltd., Beijing Pangu Investment Inc., Beijing Zenith Holdings Company Limited, Blue Capital Limited, Booming Sail New York LLC, Bravo Luck Limited, BSA Strategic Fund I, China Golden Spring

(Hong Kong) Limited, Chuang Xin Limited, Crane Advisory Group LLC, Creative Apex Investments Limited, Crystal Breeze Investments Limited, Dawn State Limited, Eastern Profit Corporation Limited, Elite Well Global Limited, Empire Growth Holdings, Freedom Media Ventures Ltd., G Club Operations LLC, G Fashion LLC, G-News Operations LLC, G News LLC, GMusic Inc., G-Services LLC, GETTR USA, Genever Holdings Corporation, Genever Holdings LLC, GFASHION MEDIA GROUP INC., GFNY, Inc., Globalist International Limited, GNews Media Group Inc., Golden Spring (New York) Ltd., Guo Media, GTV Media Group, Inc., HCHK Property Management Inc., HCHK Technologies Inc., Hamilton Capital Holdings Inc., Head Win Group Limited, Himalaya Embassy, Himalaya Exchange, Himalaya Federal Reserve, Himalaya International Financial Group Ltd., Himalaya Investment LLC, Himalaya (USA) Investment Management LLC, Himalaya New World Inc., Himalaya Supervisory Organization, Hudson Diamond Holding LLC, Hudson Diamond Holding Inc., Hudson Diamond NY LLC, HK International Funds Investments (USA) Limited LLC, Hong Kong International Funds Investments Limited, Infinite Increase Limited, Infinitum Developments Limited, Lamp Capital LLC, Leading Shine Limited, Leading Shine NY Limited, Lexington Property and Staffing Inc., Long Gate Limited, MOS Himalaya Foundation Inc., Maywind Trading LLC, New Federal State of China (a/k/a NFSC), New York MOS Himalaya LLC, Noble Fame Global Limited, Rosy Acme Ventures Limited, ROSCALITAR 2, Rule of Law Foundation III, Inc., Rule of Law Society, Rule of Law Society IV, Inc., G-Translators PTY LTD, Santel LLC, Saraca Media Group, Inc., Shiny Ace Ltd., Shiny Times Holdings Ltd., Stevenson, Wong & Co., Voice of Guo Media, Inc., Well Origin Ltd., World Century Limited, Worldwide Opportunity Holdings Limited, Whitecroft Shore Limited, ZIBA Limited, Himalaya Ventures, Brent Petro, Wise Creation, Freedom Media Ventures Ltd., UA Himalaya Inc., Pixshow Film Inc., Fung Wan Trading Inc., and Huk Trading

Inc.

32. “Asset(s)” means any item that can be used to produce positive economic value, including, but not limited to any resource with economic value that is owned, controlled or is for the benefit of an entity, that is expected to provide a future benefit, including, but not limited to, all real and personal property, intangible property, investments, rights to invest or to future revenue, cash, bank accounts, commodities, securities, claims, total or partial control of an entity, and prospective economic opportunities.

33. “Proposed Intervenor’s Objection” means the *Objection of Shin Hsin Yu, 1332156 B.C. LTD., GWGOPNZ Limited and Japan Himalaya League, Inc. to Chaptre 11 Trustee’s Motion, Pursuant to Bankruptcy Rule 9019, regarding Settlement with Assignee of HCHK entities under New York Court Assignment Proceedings*, filed on July 6, 2023 (Adv. Proc. Docket No. 40).

34. “Regarding” means concerning, describing, comprising, referring to, related to, supporting, favoring, opposing, bolstering, detracting from, located in, considered in connection with, bearing on, evidencing, indicating, reporting on, recording, alluding to, responding to, connected with, commenting on, in respect of, about, in relation to, discussing, showing, describing, reflecting, analyzing constituting, and being.

35. “Relating to,” “relate(s) to” or “related to,” when referring to any given subject matter, means, without limitation, any document that constitutes, comprises, involves, contains, embodies, reflects, identifies, states, refers directly or indirectly to, or is in any way relevant to the particular subject matter identified.

36. “State Court Proceeding” means that assignment proceedings before the State Court, in relation to the Deeds of Assignment executed by the HCHK Entities on April 20, 2023 purporting to assign all of their assets to the Assignee.

37. “State Court” means the Supreme Court of the State of New York for New York County.

38. “Third Party” means a Person or Entity other than Yourself.

39. “Transfer” shall have the meaning given to it by section 101(54) of the Bankruptcy Code.

40. “William Je” means William Je (a/k/a Kin Ming Je) together with his employees, agents, counsel, advisors, or anyone acting on his behalf.

41. Capitalized terms not defined herein have the meanings ascribed to them in the *Proposed Intervenor Shih Hsin Yu, 1332156 B.C. Ltd, GWGOPNZ Limited and Japan Himalaya League, Inc. Motion to Intervene in Adversary Proceeding* (Adv. Proc. Docket No. 60) (the “Motion”).

## **DOCUMENTS TO BE PRODUCED**

### **REQUEST FOR PRODUCTION NO. 1**

All Documents and Communications relating to the HCHK Entities, including, but not limited to, any obligation such entities purportedly owe to the Proposed Intervenor.

### **REQUEST FOR PRODUCTION NO. 2**

All Documents and Communications relating to any loan, investment, gift, or transfer of funds or assets from any of the Proposed Intervenor to the HCHK Entities, including, but not limited to, any such arrangement referenced in the Proposed Intervenor’s Objection, including, but not limited to, Documents concerning the negotiation of the foregoing.

**REQUEST FOR PRODUCTION NO. 3**

All Documents and Communications with or related to the Debtor, any member of the Debtor's Family, Yvette Wang, William Je, or any entity or individual acting on their behalf or as their agent.

**REQUEST FOR PRODUCTION NO. 4**

All Documents and Communications related to any investment with, or any transfer, loan, or gift of funds or assets to, the Debtor, any member of the Debtor's family, any Associated Individual or any Associated Entity.

**REQUEST FOR PRODUCTION NO. 5**

All Documents and Communications related to the involvement of the Proposed Intervenor, or any of their officers, directors, or members, including, but not limited to, Shuai Guo and Xuebing Wang, in, or their presence at, any meeting, protest, demonstration, or gathering related to the Chapter 11 case, Paul Hastings LLP or its attorneys, PAX, Luc Despins, or O'Melveny & Myers or its attorneys.

**REQUEST FOR PRODUCTION NO. 6**

Documents or Communications sufficient to show all individuals (including, without limitation, individuals affiliated with the Proposed Intervenor or the HCHK Entities) with knowledge of the facts forming the basis for the Proposed Intervenor's claims for more than \$27 million.

**REQUEST FOR PRODUCTION NO. 7**

All Documents and Communications regarding G Club Operations LLC.



**REQUEST FOR PRODUCTION NO. 8**

All Documents and Communications with or regarding Aaron Mitchell, Lawall & Mitchell, LLC, Zeisler & Zeisler, P.C., or any other law firm or lawyer that has represented the Debtor or his family.

**REQUEST FOR PRODUCTION NO. 9**

All Documents and Communications related to the Assignment, including, but not limited to, any discussion of a potential assignment, the decision to seek the Assignment, the Deeds of Assignment, the State Court Proceeding, or any objection, pleading or filing related to the Assignment.

**REQUEST FOR PRODUCTION NO. 10**

All Documents and Communications related to GTV Media Group, Inc., including, but not limited to, the GTV Private Placement (as defined in the Criminal Indictment), or any funds provided in connection with GTV Media Group securities or financial instruments.

**REQUEST FOR PRODUCTION NO. 11**

All Documents and Communications related to the Himalaya Farm Alliance, including, but not limited to, any loans to a Farm or the Farm Loan Program, as referenced in the Criminal Indictment.

**REQUEST FOR PRODUCTION NO. 12**

All Documents and Communications regarding any loans to a Farm or the Farm Loan Program, as referenced in the Criminal Indictment.

**REQUEST FOR PRODUCTION NO. 13**

All Documents and Communications regarding any interest or repayment of principal related to any purported loan from the Proposed Interveners to any of the HCHK Entities, including, but not limited to, any loan referenced in the Proposed Interveners' Objections.

**REQUEST FOR PRODUCTION NO. 14**

All Documents and Communications regarding the source of any funds transferred to the HCHK Entities, including, but not limited to, how the Proposed Interveners acquired the funds, the reason such funds were contributed to the Proposed Interveners, where such funds were kept, including any bank accounts, and whether any of the funds were obtained through any activity referenced in the Criminal Indictment.

*[Remainder of Page Intentionally Left Blank]*

Dated: July 21, 2023  
New Haven, Connecticut

By: /s/ Avram E. Luft  
Avram E. Luft (admitted *pro hac vice*)  
G. Alexander Bongartz (admitted *pro hac vice*)  
PAUL HASTINGS LLP  
200 Park Avenue  
New York, New York 10166  
(212) 318-6079  
aviluft@paulhastings.com  
alexbongartz@paulhastings.com

*and*

Douglas S. Skalka (ct00616)  
Patrick R. Linsey (ct29437)  
NEUBERT, PEPE & MONTEITH, P.C.  
195 Church Street, 13th Floor  
New Haven, Connecticut 06510  
(203) 781-2847  
dskalka@npmlaw.com  
plinsey@npmlaw.com

*and*

Nicholas A. Bassett (admitted *pro hac vice*)  
PAUL HASTINGS LLP  
2050 M Street NW  
Washington, D.C., 20036  
(202) 551-1902  
nicholasbassett@paulhastings.com

*Counsel for the Chapter 11 Trustee*

**EXHIBIT A**

**Criminal Indictment**

ORIGINAL

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

v.

HO WAN KWOK,  
a/k/a "Miles Guo,"  
a/k/a "Miles Kwok,"  
a/k/a "Guo Wengui,"  
a/k/a "Brother Seven,"  
a/k/a "The Principal,"

KIN MING JE,  
a/k/a "William Je,"

Defendants.

SEALED INDICTMENT

23 Cr. \_\_\_\_

23 CRIM 118

COUNT ONE

(Conspiracy to Commit Wire Fraud, Securities Fraud, Bank Fraud, and  
Money Laundering)

The Grand Jury charges:

Overview

1. From at least in or about 2018 through at least in or about March 2023, HO WAN KWOK, a/k/a "Miles Guo," a/k/a "Miles Kwok," a/k/a "Guo Wengui," a/k/a "Brother Seven," a/k/a "The Principal," and KIN MING JE, a/k/a "William Je," the defendants, and others known and unknown, conspired to defraud thousands of victims of more than approximately \$1 billion, including victims located in the Southern District of New York. KWOK, JE, and their co-conspirators operated through a series of complex fraudulent and fictitious businesses and investment opportunities that connected dozens of interrelated entities, which allowed the defendants and their co-conspirators to solicit, launder, and misappropriate victim funds.

2. HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, and their co-conspirators, took advantage of KWOK’s prolific online presence and hundreds of thousands of online followers to solicit investments in various entities and programs by promising outsized financial returns and other benefits. The entities and programs used in the scheme included those known as GTV, G|CLUBS, G|MUSIC, G|Fashion, and the Himalaya Exchange, among others. In truth and in fact, and as KWOK and JE well knew, the entities were instrumentalities that KWOK and JE created and used to perpetrate their fraud and exploit KWOK’s followers. The scheme allowed KWOK and JE to enrich themselves, their family members, and their co-conspirators, and to fund KWOK’s extravagant lifestyle.

3. As part of the scheme, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, and their co-conspirators, laundered hundreds of millions of dollars of fraud proceeds. To conceal the illegal source of the funds, KWOK and JE transferred, and directed the transfer of, money into and through more than approximately 500 accounts held in the names of at least 80 different entities or individuals. Hundreds of millions of dollars of the fraudulent scheme’s proceeds were transferred, either directly or indirectly, to bank accounts in the United States, Bahamas, and United Arab Emirates (“UAE”), among other places, and held in the name of companies owned or otherwise controlled by JE.

4. HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, used more than approximately \$300 million of the fraudulent scheme’s proceeds for their and their families’ benefit. For example, KWOK used fraudulently-obtained victim money

to purchase, fund, or finance a \$26.5 million purchase of an approximately 50,000-square-foot mansion in New Jersey for KWOK and his family; luxury vehicles, including an approximately \$3.5 million Ferrari for one of KWOK's close family members ("Relative-1"); an approximately \$37 million luxury yacht that was used by KWOK and his family and purchased in the name of one of KWOK's close family members ("Relative-2"); a piano valued at approximately \$140,000; an approximately \$36,000 mattress; and a \$100 million investment in a high-risk hedge fund for the ultimate benefit of Relative-1, among other things. For his part, , among other things, JE transferred at least \$10 million of the fraud proceeds into his and his spouse's personal bank accounts.

5. HO WAN KWOK, a/k/a "Miles Guo," a/k/a "Miles Kwok," a/k/a "Guo Wengui," a/k/a "Brother Seven," a/k/a "The Principal," and KIN MING JE, a/k/a "William Je," the defendants, and their co-conspirators, operated the scheme for years, and continued to do so at least through the date of this Indictment. They did so, among other things, by continually adapting the scheme's means and methods to evade the enforcement of investor-protection, anti-money laundering, and bankruptcy laws in the United States, and by retaliating against individual victims who complained or demanded the return of invested funds.

#### **Relevant Persons and Entities**

6. At all relevant times, HO WAN KWOK, a/k/a "Miles Guo," a/k/a "Miles Kwok," a/k/a "Guo Wengui," a/k/a "Brother Seven," a/k/a "The Principal," the defendant, was the leader of, and directed, the scheme.

a. KWOK is an exiled Chinese businessman who fled to the United States in or about 2015 and purchased a penthouse apartment at a New York City hotel for approximately \$67.5 million. Starting at least in or about 2017, KWOK, who then purported to be a billionaire,

garnered a substantial online following. KWOK granted numerous media interviews and posted on social media, claiming to advance a movement against the Chinese Communist Party.

b. In or about 2018, KWOK founded two purported nonprofit organizations, namely, the Rule of Law Foundation and the Rule of Law Society. The Rule of Law Society's website lists KWOK as its "founder, a promot[e]r, and a spokesperson." Both organizations feature photographs of KWOK on their websites. KWOK used the nonprofit organizations to amass followers who were aligned with his purported campaign against the Chinese Communist Party and who were also inclined to believe KWOK's statements regarding investment and money-making opportunities. In truth and in fact, and as KWOK well knew, he and others provided false and materially misleading information to promote these "opportunities" and to defraud KWOK's followers and other victims.

7. At all relevant times, KIN MING JE, a/k/a "William Je," the defendant, was a dual citizen of Hong Kong and the United Kingdom who principally resided in the United Kingdom, while traveling to the United States and elsewhere. JE owned and operated numerous companies and investment vehicles central to the scheme and served as its financial architect and key money launderer.

8. At certain times relevant to this Indictment, Saraca Media Group, Inc. ("Saraca") was a corporation based in New York, New York. Relative-1 was its ultimate beneficial owner.

9. At certain times relevant to this Indictment, GTV Media Group, Inc. ("GTV") was a purported news-focused social media platform based in New York, New York. GTV was functionally owned and controlled by HO WAN KWOK, a/k/a "Miles Guo," a/k/a "Miles Kwok," a/k/a "Guo Wengui," a/k/a "Brother Seven," a/k/a "The Principal," the defendant, although KWOK held no formal position or title at GTV. KIN MING JE, a/k/a "William Je," the defendant,



likewise held no formal position or title at GTV, but in fact exercised control over its finances. Saraca was the parent company of GTV.

10. At certain times relevant to this Indictment, G Club Operations, LLC (“G|CLUBS”) was a purported membership organization based in Puerto Rico and in New York, New York. G|CLUBS was functionally owned and controlled by HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” the defendant, although KWOK held no formal position or title at G|CLUBS. KIN MING JE, a/k/a “William Je,” the defendant, likewise held no formal position or title at G|CLUBS, but in fact exercised control over its finances.

11. At certain times relevant to this Indictment, the “Himalaya Exchange” was a purported cryptocurrency “ecosystem” that KIN MING JE, a/k/a “William Je,” the defendant, founded and operated through various entities he owned, which were based abroad. Entities functionally owned and controlled by HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” the defendant, such as G|CLUBS and G|Fashion, had purported business relationships with the Himalaya Exchange. KWOK promoted the Himalaya Exchange and claimed to be the designer of its purported cryptocurrency, although KWOK held no formal position or title at the Himalaya Exchange.

### **The Fraud**

#### *The GTV Private Placement*

12. Between in or about April 2020 and in or about June 2020, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, and others known and

unknown, fraudulently obtained more than \$400 million in victim funds through an illegal private stock offering related to GTV (the “GTV Private Placement”).

a. On or about April 21, 2020, KWOK posted, and caused to be posted, a video on social media announcing the unregistered offering of GTV common stock via a private placement. In that video, KWOK described, in substance and in part, the investment terms for the GTV Private Placement, and directed people to contact him, via a mobile messaging application, with any questions about the GTV Private Placement. The video and GTV Private Placement materials—including the written “Confidential Information Memorandum” (the “PPM”), Subscription Agreement, and Investment Procedure Guidelines—were transmitted to thousands of potential investors, including those in the Southern District of New York, via mobile messaging applications, social media, and text messages.

b. The PPM promoted GTV as the “first ever platform which will combine the power of citizen journalism and social news with state-of-the-art technology, big data, artificial intelligence, block-chain technology and real-time interactive communication.”

c. According to the PPM’s metadata, JE was the “author” of the PPM. The PPM disclosed the terms of the GTV Private Placement and identified KWOK as GTV’s “Sponsor and Adviser.” According to the PPM, among other GTV materials, neither KWOK nor JE held any formal management position with GTV.

d. The PPM also contained the following representations, in substance and in part, among others:

i. The GTV Private Placement was for investors who were “interested in evaluating an opportunity to invest capital into GTV;”

ii. GTV planned to use the proceeds raised from the GTV Private Placement “to expand and strengthen the business;” and

iii. The PPM included a chart itemizing the “contemplated use of proceeds” raised from the GTV Private Placement:

Description	Percentage of Proceeds
Acquisition of companies to strengthen and grow GTV	Approximate 70%
Upgrade of GTV technology and security	Approximate 10%
Marketing	Approximate 8%
Working capital	Approximate 7%
Other	<u>Approximate 5%</u>
Total	100%

e. Between on or about April 20, 2020 and on or about June 2, 2020, approximately \$452 million worth of GTV common stock was purportedly sold to more than 5,500 investors located in the United States, including in the Southern District of New York, and abroad. Investors participated in the GTV Private Placement based, in part, on the belief that their money would be invested into GTV to develop and grow that business, as the PPM promised.

f. The vast majority of the proceeds derived from investors in the GTV Private Placement were not used to develop and grow the GTV business, but instead were deposited directly into bank accounts held in the name of Saraca, GTV’s parent company, which is beneficially owned by Relative-1.

g. The GTV Private Placement was not made pursuant to a registration statement filed with the U.S. Securities and Exchange Commission (“SEC”). Rather, the offering

was purportedly made pursuant to SEC regulations that permit the sale of unregistered securities subject to limitations on the type of investors to whom the securities are offered and the manner in which their investments may be solicited. To evade these limitations, however, KWOK, and others under his control, used at least one intermediary entity to purchase GTV stock on behalf of pools of investors who did not qualify to participate in the GTV Private Placement.

h. In or about early June 2020, and only days after the GTV Private Placement closed, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, and their co-conspirators, misappropriated approximately \$100 million raised from investors in the GTV Private Placement and directed that those funds be placed with a high-risk hedge fund (“Fund-1”) for the benefit of Saraca and its ultimate beneficial owner, Relative-1. This transaction was contrary to the PPM’s representations to prospective GTV investors about how investments in GTV would be used. Indeed, the \$100 million investment into Fund-1 was not made for the benefit of GTV, but rather for the benefit of Saraca. The victims who supplied the \$100 million invested into Fund-1 did not own any shares of Saraca. Ultimately, the investment into Fund-1 lost approximately \$30 million in value.

i. After directing \$100 million of GTV victim funds into Fund-1, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” the defendant, continued to promote GTV using false and misleading representations.

#### *The Farm Loan Program*

13. Beginning in or about June 2020—the same month that HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The

Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, and their co-conspirators misappropriated money from the GTV Private Placement for the benefit of Saraca and Relative-1—KWOK, JE, and their co-conspirators fraudulently obtained more than approximately \$150 million in victim funds through the “Himalaya Farm Alliance.” The Himalaya Farm Alliance, which KWOK organized and promoted, was a collective of informal groups (each known as a “Farm”) located in various cities around the world. KWOK, JE, and others working on their behalf and at their direction, obtained these funds by making further misrepresentations to the investors in the GTV Private Placement and fraudulently soliciting further investments, this time in the form of “loans” to a Farm, and promising that such loans would be convertible into GTV common stock at a conversion rate of one share per dollar loaned (the “Farm Loan Program”).

a. Starting in or about June 2020, domestic banks that held accounts used to process the funds raised through the GTV Private Placement began to freeze and close GTV-associated bank accounts because, among other reasons, the accounts had received dozens of large incoming wire transfers, some of which referenced an unregistered stock offering.

b. These bank account closures frustrated the ability of KWOK, JE, and their co-conspirators to collect proceeds from victims seeking to invest in GTV.

c. On or about July 22, 2020, in a video distributed via social media, KWOK promoted the Farm Loan Program. According to KWOK and those working on his behalf, individuals seeking to invest (or reinvest) in GTV could participate in the Farm Loan Program.

d. After launching the Farm Loan Program, KWOK continued to promote GTV and to falsely represent the value of GTV. For example, on or about August 2, 2020, in a video distributed via social media, KWOK falsely stated, in substance and part, “How much is



GTV? . . . a market value of 2 billion US dollars.”<sup>1</sup> In truth and in fact, and as KWOK well knew, GTV’s market value was far less because, among other things, GTV was a new business that generated no revenue.

e. Thousands of victims “loaned” money to the Farms by sending money to bank accounts controlled by the Farms (and not GTV). According to the “Loan Agreements,” which the Farms frequently did not countersign, these funds were to be used for a Farm’s “general working capital purposes.”

f. KWOK and JE misappropriated funds that were raised through the Farm Loan Program. For example:

i. Approximately \$20 million was transferred to Relative-1, approximately \$950,000 of which was used to pay for flight crew services on a private jet;

ii. Approximately \$5 million was transferred to an entity owned by KWOK’s spouse;

iii. Approximately \$2.3 million was used to cover maintenance expenses associated with an approximately 145-foot luxury yacht worth approximately \$37 million, nominally owned by Relative-2 and used by KWOK; and

iv. Approximately \$10 million was transferred to personal bank accounts in the name of JE and/or JE’s spouse.

#### *G|CLUBS*

14. While making misrepresentations regarding the Farm Loan Program, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, and others known

---

<sup>1</sup> All statements attributed herein to KWOK have been translated from Mandarin to English, unless otherwise noted.

and unknown, fraudulently induced KWOK's followers to transfer additional funds to a purported online membership club called G|CLUBS. From at least in or about October 2020 through at least in or about March 2023, KWOK, JE, and others known and unknown, fraudulently obtained more than approximately \$250 million in victim funds through G|CLUBS.

a. Starting at least on or about June 20, 2020, in a video distributed via social media, KWOK promoted and encouraged individuals to purchase what KWOK referred to as a "G Club . . . membership card."

b. Formally launched in or about October 2020, G|CLUBS claimed, on its website, to be "an exclusive, high-end membership program offering a full spectrum of services" and "a gateway to carefully curated world-class products, services and experiences."

c. To join G|CLUBS, a member was required to make a one-time payment to purchase a "membership," in addition to an annual membership fee. The cost of the membership varied based on the membership tier selected by the prospective member: Tier 5 Membership cost \$50,000; Tier 4 Membership cost \$40,000; Tier 3 Membership cost \$30,000; Tier 2 Membership cost \$20,000; and Tier 1 Membership cost \$10,000.

d. On or about July 5, 2021, in a video distributed via social media, KWOK stated, in substance and in part, that there were "25,000 [G|CLUBS] member[s] . . . \$100 million dollars, the cash [in] the bank account. Then we have the 111 million . . . [who] want to join." By contrast, G|CLUBS internal documents reflected approximately 5,900 active members as of in or about August 2021.

e. In truth and in fact, and as KWOK and JE well knew, G|CLUBS provided nothing close to "a full spectrum of services" and "experiences" to its members. Despite collecting hundreds of millions of dollars in purported membership fees, G|CLUBS maintained a relatively

small number of employees and provided its members few to no discernable membership benefits. Indeed, G|CLUBS did not even make good on prizes it offered members for participating in contests. On or about February 14, 2021, G|CLUBS held a webcast and sweepstakes during which members were promised luxury prizes. On at least one occasion, instead of providing a BMW to a member who purportedly won a sweepstakes, G|CLUBS claimed to the member that the member had requested that the value of the BMW be applied toward an upgrade from a Tier 1 G|CLUBS Membership to a Tier 4 G|CLUBS Membership and partially credited toward annual membership fees for the next three years. As of on or about March 8, 2021—months after G|CLUBS launched and began to collect “membership” fees—G|CLUBS did not have a business plan or a board of directors.

f. KWOK and JE also used G|CLUBS as a mechanism to continue fraudulent private placement offerings. KWOK, and others known and unknown, told KWOK’s online followers that their purchase of G|CLUBS memberships would entitle them to stock in KWOK-affiliated entities, such as GTV and G|Fashion.

i. In a conversation regarding G|CLUBS membership funds on or about May 4, 2021, JE stated, in substance and in part, that “first of all, [prospective members] are buying the G|CLUBS membership, but they are expecting they would probably receive some shares, you know, on, on, on the future GTV, I think this is their expectation.”

ii. On or about July 30, 2021, KWOK stated in a video distributed via social media, in substance and in part, “Some of the comrades in arms asked, ‘[w]ill I still get a free stock offer when I buy a G|CLUBS membership?’ 100%. Because I said that I have to promise that anyone who buys G-Club membership before September 17 must be allotted shares, which is



exactly the same. Because we said that anyone can choose whether to use your money to buy G-Club before September 17, G-Club and the stock shares. You'll get both."

g. KWOK, JE, and others known and unknown, asked investors to purchase multiple memberships in G|CLUBS, enabling KWOK and JE to increase the amount of money solicited. In this regard, the G|CLUBS website stated, in substance and in part, that members with multiple memberships would "receive additional benefits" when, in truth and in fact, and as KWOK and JE well knew, multiple memberships did not provide members with additional benefits.

15. All told, investors purchased hundreds of millions of dollars' worth of G|CLUBS memberships. However, most of this money did not fund the business of G|CLUBS. Rather, HO WAN KWOK, a/k/a "Miles Guo," a/k/a "Miles Kwok," a/k/a "Guo Wengui," a/k/a "Brother Seven," a/k/a "The Principal," and KIN MING JE, a/k/a "William Je," the defendants, and others known and unknown, misappropriated a substantial portion of the funds victims had paid G|CLUBS for "memberships," using, among other things, a complex web of entities and bank accounts to do so. For example:

a. G|CLUBS funds, which had been funneled through bank accounts in other entities' names, were used to pay personal expenses for KWOK and his family, including luxury purchases of an approximately \$2.6 million yacht and luxury automobiles that together cost more than \$5 million.

b. In or about November 2021, JE directed approximately \$26.5 million of G|CLUBS funds, which had been funneled through bank accounts in other entities' names, toward the purchase of KWOK's 50,000 square foot New Jersey mansion.

c. JE directed the transfer of an additional \$13 million of G|CLUBS membership payments to an escrow account. The funds were subsequently used to pay for extravagant renovations to KWOK's New Jersey mansion, including to a wing for Relative-1 and to a wing for Relative-2, and to purchase various furniture and decorative items including, among other items, Chinese and Persian rugs worth approximately \$978,000, a \$62,000 television, and a \$53,000 fireplace log cradle holder.

d. On or about August 5, 2021, JE directed the transfer of approximately \$1.1 million consisting of G|CLUBS membership payments into a bank account that JE controlled.

e. G|CLUBS used membership fees to purchase luxury automobiles, including a custom-built Bugatti sports car for approximately \$4.4 million. While the car's signed purchase agreement listed G|CLUBS as the customer, the initial specifications documentation for the custom-built car named Relative-1 as the customer. Relative-1 had no official position with G|CLUBS.

#### *The Himalaya Exchange*

16. From at least in or about April 2021 through at least in or about March 2023, HO WAN KWOK, a/k/a "Miles Guo," a/k/a "Miles Kwok," a/k/a "Guo Wengui," a/k/a "Brother Seven," a/k/a "The Principal," and KIN MING JE, a/k/a "William Je," the defendants, and others known and unknown, fraudulently obtained more than approximately \$262 million in victim funds through the Himalaya Exchange, a purported cryptocurrency "ecosystem" accessible on the internet. The Himalaya Exchange included a purported stablecoin called the Himalaya Dollar ("HDO" or "H Dollar") and a trading coin called Himalaya Coin ("HCN" or "H Coin"). The Himalaya Exchange claimed that the "stablecoin" was a digital asset with a fixed 1-to-\$1 value

backed by reserves, and that the “trading coin” was a cryptocurrency with valuation based on supply and demand. JE was the founder and Chairman of the Himalaya Exchange.

17. In videos distributed via social media, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” the defendant, trumpeted the prospects and valuation of the Himalaya Exchange and both HCN and HDO, which he publicly described as cryptocurrencies. For example, in a video posted on the Internet on or about October 20, 2021, KWOK falsely stated the following, among other things, and in substance and in part:

a. “I am talking about your H Coins, ‘Brother Seven’ [*i.e.*, KWOK] designed it . . . .[I]t has the attribute of currency, why? It has 20% gold. Awesome[.] [I]t was born as currency on the first day, so it has value and it is linked to gold . . . clear gold directly. No matter how much it raises, 20% will turn into gold.”

b. “If the H Coin is worthless, [the issuer of H coin] can sell all 20% of the gold, exchange it to you, and become your money. Or take all the value of 20% gold and ask everyone to unify it and make it yours.”

c. “If anyone loses money, I can say that I will compensate 100%. I give you 100%. Whoever loses money, I will bear it.”

d. “I can sell the H Coin in the market in one minute and get it back to my H Dollar, and back to your fiat money unit. . . . [A]nd you can buy anything immediately.”

18. The initial coin offering of HCN and HDO occurred on or about November 1, 2021. HCN began trading at 10 cents and, within approximately two weeks, the Himalaya Exchange website claimed that each HCN purportedly was worth approximately 27 HDO (*i.e.*, \$27), which represented a 26,900% increase in value. That is, approximately two weeks after the initial coin

offering, the Himalaya Exchange website indicated that HCN purportedly had an approximately \$27 billion valuation.

19. At the time of the Himalaya Exchange launch, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” the defendant, marketed HCN to his online followers and others. For example, on or about November 1, 2021—the day of the initial coin offering—KWOK released an official music video for an original song called “HCoin To the Moon” via social media. The phrase “to the moon” is popularly associated with cryptocurrencies and implies a sharp increase in value. The music video depicted KWOK in various luxurious locations and depicted imagery of gold and wealth.

20. At times, including following the Himalaya Exchange launch, KIN MING JE, a/k/a “William Je,” the defendant, misleadingly marketed the Himalaya Exchange. For example, in or about June 2022, JE attempted to create the impression that a €3,561,127 purchase of a Ferrari (the “Ferrari”) from a particular auction house was completed with HDO. JE stated, in substance and in part, that he was “extremely pleased that [a] buyer decided to purchase [a] world-class car using HDO.” Contrary to JE’s claim, the Ferrari was not purchased using HDO. In truth and in fact, and as JE well knew, a Himalaya Exchange employee sent the auction house an international bank wire to cover the cost of the Ferrari, while also processing a corresponding “transaction” on the Himalaya Exchange to create the false appearance that the purchase had taken place using HDO. JE’s statement was also misleading in that, among other things, the unidentified “buyer” of the Ferrari was, in fact, Relative-1.

21. Contrary to representations of HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, and others known and unknown, HCN and HDO could not be

traded anywhere other than (purportedly) on the Himalaya Exchange. Moreover, unlike cryptocurrencies, HCN could not be traded for, or converted into, other currencies. HCN purportedly could be traded for only HDO (and only on the Himalaya Exchange), and HDO purportedly only could be converted to or from fiat currency (and only on the Himalaya Exchange).

a. Indeed, the HDO and HCN Whitepapers, available on the Himalaya Exchange website, provided in fine print that, contrary to KWOK's representations, HCN and HDO were not cryptocurrencies. Rather, according to the HCN Whitepaper, the "operation of the Himalaya Exchange and associated applications and infrastructure will be facilitated through the use of 'Credits.'" Those credits (i) could "only be used on the Himalaya Exchange or within the Himalaya Ecosystem," and (ii) did "not carry any right to require their exchange for fiat currency or crypto-assets." Moreover, while Himalaya Exchange members could request to exchange their "HDO" credits for an equivalent payment in U.S. dollars, the HDO Whitepaper stated that the Himalaya Exchange had the "discretion" to deny any such request.

22. In or about April 2022, HO WAN KWOK, a/k/a "Miles Guo," a/k/a "Miles Kwok," a/k/a "Guo Wengui," a/k/a "Brother Seven," a/k/a "The Principal," and KIN MING JE, a/k/a "William Je," the defendants, arranged for the transfer of approximately \$37 million in Himalaya Exchange funds from a Himalaya Exchange bank account to a particular escrow account. The \$37 million was structured as a purported "loan" to cover the cost of a luxury yacht that KWOK had previously purchased and used, which yacht was then-owned by an entity held in the name of Relative-2.

#### *Government Seizure of Fraud Proceeds*

23. On or about September 20, 2022 and September 21, 2022, U.S. authorities served judicially-authorized seizure warrants on several domestic banks, and subsequently seized

approximately \$335 million of proceeds from bank accounts held in the names of Himalaya Exchange entities and other entities associated with HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants. Following the September 2022 judicially authorized seizures, JE attempted to transfer approximately \$46 million from domestic bank accounts associated with the Himalaya Exchange, which had not yet been seized by the United States, to a bank account in the UAE that JE controlled.

a. Within approximately two days of the first judicially authorized seizures of Himalaya Exchange-related funds, on or about September 22, 2022, JE contacted the management of a domestic bank that held Himalaya Exchange bank accounts. JE sought to implement a wire transfer, which he and a Himalaya Exchange executive claimed to the domestic bank was needed to effectuate a “redemption” from HDO to U.S. dollars for an unnamed “VIP” (*i.e.*, very important client of the Himalaya Exchange).

b. In subsequent communications with the domestic bank, JE revealed that the VIP was, in fact, JE himself. JE provided the domestic bank with documents reflecting two purported HCN sales by JE on or about September 22, 2022—totaling 46 million HDO, which JE was attempting to “convert” into \$46 million. JE twice emphasized to the domestic bank’s management, in substance and in part, that the \$46 million transfer needed to happen “today or it is meaningless.”

24. On or about October 16, 2022, pursuant to a judicially authorized warrant, U.S. authorities seized an additional approximately \$274 million of proceeds from several Himalaya Exchange and G|CLUBS accounts at the domestic bank from which JE requested the \$46 million transfer.



a. As a result of the judicially authorized September and October 2022 seizures, U.S. authorities seized more than approximately \$609 million of fraud proceeds, including approximately \$278 million from bank accounts held in the names of the Himalaya Exchange entities, including accounts that purported to hold its HDO cash reserves.

b. Following the seizures, the Himalaya Exchange website continued to represent that HDO was backed by a “Reserve consisting of USD and cash-equivalent assets” when, in truth and in fact, it was not.

c. Despite the seizure of the Himalaya Exchange’s cash reserves, the purported price of HCN had not suddenly and sharply declined through the date of this Indictment.

### **STATUTORY ALLEGATIONS**

25. From at least in or about 2018 up to and including at least in or about March 2023, in the Southern District of New York and elsewhere, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, and others known and unknown, willfully and knowingly combined, conspired, confederated, and agreed together and with each other to commit offenses against the United States, to wit, (1) wire fraud, in violation of Title 18, United States Code, Section 1343; (2) securities fraud, in violation of Title 15, United States Code, Sections 78j(b) & 78ff, and Title 17, Code of Federal Regulations, Section 240.10b-5; (3) bank fraud, in violation of Title 18, United States Code, Section 1344; (4) international promotional money laundering, in violation of Title 18, United States Code, Section 1956(a)(2)(A); and (5) international concealment money laundering, in violation of Title 18, United States Code Section 1956(a)(2)(B)(i).

26. It was a part and an object of the conspiracy that HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,”

and KIN MING JE, a/k/a “William Je,” the defendants, and others known and unknown, knowingly having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343, to wit, KWOK and JE agreed to obtain victims’ money by causing materially false information and misrepresentations to be transmitted over interstate wires, in connection with the GTV Private Placement, the Farm Loan Program, G|CLUBS, and the Himalaya Exchange.

27. It was further a part and an object of the conspiracy that HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, and others known and unknown, willfully and knowingly, directly and indirectly, by use of a means and instrumentality of interstate commerce and of the mails, and of a facility of a national securities exchange, used and employed, in connection with the purchase and sale of a security registered on a national securities exchange and any security not so registered, a manipulative and deceptive device and contrivance, in violation of Title 17, Code of Federal Regulations, Section 240.10b-5, by (a) employing a device, scheme and artifice to defraud; (b) making an untrue statement of material fact and omitting to state a material fact necessary in order to make the statement made, in light of the circumstances under which it was made, not misleading; and (c) engaging in an act, practice and course of business which operated and would operate as a fraud and deceit upon a person, to wit, KWOK and JE agreed to fraudulently induce investors to participate in the GTV Private



Placement, the Farm Loan Program, and G|CLUBS by providing materially false and misleading information and representations in connection with purported shares of GTV common stock and purported companies affiliated with GTV.

28. It was further a part and an object of the conspiracy that HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, and others known and unknown, knowingly would and did execute and attempt to execute a scheme and artifice to defraud a financial institution, as defined in Title 18, United States Code, Section 20, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such a financial institution, by means of false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1344, to wit, KWOK and JE agreed to participate in a scheme to mislead U.S. financial institutions through false and fraudulent pretenses, representations, and documents, in connection with the GTV Private Placement, the Farm Loan Program, G|CLUBS, and the Himalaya Exchange, in order to obtain money of, or under the custody and control of, at least one financial institution.

29. It was further a part and an object of the conspiracy that HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, and others known and unknown, would and did transport, transmit, and transfer, and attempt to transport, transmit, and transfer, a monetary instrument and funds from a place in the United States to and through a place outside the United States, and to a place in the United States from and through a place outside the United States, with the intent to promote the carrying on specified unlawful activity, to wit, the

offenses alleged in Counts Two through Eight of this Indictment in violation of Title 18, United States Code, Section 1956(a)(2)(A)(i).

30. It was further a part and an object of the conspiracy that HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, and others known and unknown, would and did transport, transmit, and transfer, and attempted to transport, transmit, and transfer, a monetary instrument and funds from a place in the United States to and through a place outside the United States, and to a place in the United States from and through a place outside the United States, knowing that the monetary instrument and funds involved in the transportation, transmission, and transfer represent the proceeds of some form of unlawful activity, and knowing that such transportation, transmission, and transfer is designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, to wit, the offenses alleged in Counts Two through Eight of this Indictment, in violation of Title 18, United States Code, Section 1956(a)(2)(B)(i).

#### Overt Acts

31. In furtherance of the conspiracy and to effect its illegal objects, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, and others known and unknown, committed the following overt acts, among others, in the Southern District of New York and elsewhere:

a. On or about April 21, 2020, KWOK posted, and caused to be posted, a video on social media announcing the unregistered offering of GTV stock via the GTV Private Placement.

b. On or about June 5, 2020, a co-conspirator not named herein (“CC-1”), while located in the Southern District of New York, authorized a wire transfer of \$100 million from Saraca to Fund-1.

c. On or about July 22, 2020, in a video distributed via social media, KWOK promoted the Farm Loan Program.

d. On or about August 2, 2020, in a video distributed via social media, KWOK stated, in substance and part, “How much is GTV? . . . a market value of 2 billion US dollars.”

e. On or about May 28, 2021, JE transferred approximately \$13 million from a bank account in the UAE that JE controlled to a bank account held by an entity (owned by Relative-2) at a particular bank in New York, New York.

f. On or about July 30, 2021, in a video distributed via social media, KWOK stated, in substance and in part, “Some of the comrades in arms asked, ‘[w]ill I still get a free stock offer when I buy a G-Clubs membership?’ 100%. Because I said that I have to promise that [to] anyone who buys G-Clubs membership before September 17 [they] must be allotted shares, which is exactly the same. Because we said that anyone can choose whether to use your money to buy G-Clubs before September 17, G-Clubs and the stock shares. You’ll get both.”

g. On or about August 5, 2021, JE directed the transfer of approximately \$1.1 million consisting of funds victims had sent to G|CLUBS in exchange for “memberships” to a bank account that JE controlled.

h. On or about October 20, 2021, in a video distributed via social media, KWOK stated, in substance and in part, that KWOK “designed” HCN, that “[n]o matter how much it raises, 20% will turn into gold,” and that “[i]f anyone loses money” on HCN, “I can say that I will compensate 100%.”

i. On or about September 22, 2022, JE texted a U.S. bank's management, in substance and in part, that a \$46 million transfer to a JE-controlled bank account in the UAE needed to happen "today or it is meaningless."

(Title 18, United States Code, Section 371.)

**COUNT TWO**  
**(Wire Fraud – GTV Private Placement)**

The Grand Jury further charges:

32. The allegations contained in paragraphs 1 through 24 of this Indictment are repeated and realleged as if fully set forth herein.

33. From at least in or about April 2020 up to and including at least in or about March 2021, in the Southern District of New York and elsewhere, HO WAN KWOK, a/k/a "Miles Guo," a/k/a "Miles Kwok," a/k/a "Guo Wengui," a/k/a "Brother Seven," a/k/a "The Principal," and KIN MING JE, a/k/a "William Je," the defendants, knowingly having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, transmitted and caused to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, for the purpose of executing such scheme and artifice, to wit, KWOK and JE conducted the GTV Private Placement to sell GTV stock and fraudulently obtain money from victims through false statements and misrepresentations, which scheme was furthered through electronic communications and monetary transfers to and from the Southern District of New York and elsewhere.

(Title 18, United States Code, Sections 1343 and 2.)

**COUNT THREE**  
**(Securities Fraud – GTV Private Placement)**

The Grand Jury further charges:

34. The allegations contained in paragraphs 1 through 24 of this Indictment are repeated and realleged as if fully set forth herein.

35. From at least in or about April 2020 up to and including at least in or about March 2021, in the Southern District of New York, and elsewhere, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, willfully and knowingly, directly and indirectly, by use of a means and instrumentality of interstate commerce and of the mails, and of a facility of a national securities exchange, used and employed, in connection with the purchase and sale of a security registered on a national securities exchange and any security not so registered, a manipulative and deceptive device and contrivance, in violation of Title 17, Code of Federal Regulations, Section 240.10b-5, by (a) employing a device, scheme and artifice to defraud; (b) making an untrue statement of material fact and omitting to state a material fact necessary in order to make the statement made, in light of the circumstances under which it was made, not misleading; and (c) engaging in an act, practice and course of business which operated and would operate as a fraud and deceit upon a person, to wit, KWOK and JE conducted the GTV Private Placement to sell GTV stock and obtain money from victims through false statements and misrepresentations, which scheme was furthered through electronic communications and monetary transfers to and from the Southern District of New York and elsewhere.

(Title 15, United States Code, Sections 78j(b) & 78ff; Title 17, Code of Federal Regulations, Section 240.10b-5; and Title 18, United States Code, Section 2.)



**COUNT FOUR**  
**(Wire Fraud – Farm Loan Program)**

The Grand Jury further charges:

36. The allegations contained in paragraphs 1 through 24 of this Indictment are repeated and realleged as if fully set forth herein.

37. From at least in or about June 2020 up to and including at least in or about March 2023, in the Southern District of New York and elsewhere, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, knowingly having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, transmitted and caused to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, for the purpose of executing such scheme and artifice, to wit, KWOK and JE conducted the Farm Loan Program to fraudulently obtain money from victims through false statements and misrepresentations, which scheme was furthered through electronic communications and monetary transfers to and from the Southern District of New York and elsewhere.

(Title 18, United States Code, Sections 1343 and 2.)

**COUNT FIVE**  
**(Securities Fraud – Farm Loan Program)**

The Grand Jury further charges:

38. The allegations contained in paragraphs 1 through 24 of this Indictment are repeated and realleged as if fully set forth herein.

39. From at least in or about June 2020 up to and including at least in or about March 2023, in the Southern District of New York, and elsewhere, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, willfully and knowingly, directly and indirectly, by use of a means and instrumentality of interstate commerce and of the mails, and of a facility of a national securities exchange, used and employed, in connection with the purchase and sale of a security registered on a national securities exchange and any security not so registered, a manipulative and deceptive device and contrivance, in violation of Title 17, Code of Federal Regulations, Section 240.10b-5, by (a) employing a device, scheme and artifice to defraud; (b) making an untrue statement of material fact and omitting to state a material fact necessary in order to make the statement made, in light of the circumstances under which it was made, not misleading; and (c) engaging in an act, practice and course of business which operated and would operate as a fraud and deceit upon a person, to wit, KWOK and JE conducted the Farm Loan Program to obtain money from victims through false statements and misrepresentations, including regarding, among other things, the value of GTV, which scheme was furthered through electronic communications and monetary transfers to and from the Southern District of New York and elsewhere.

(Title 15, United States Code, Sections 78j(b) & 78ff; Title 17, Code of Federal Regulations, Section 240.10b-5; and Title 18, United States Code, Section 2.)

**COUNT SIX**  
**(Wire Fraud – G|CLUBS)**

The Grand Jury further charges:

40. The allegations contained in paragraphs 1 through 24 of this Indictment are repeated and realleged as if fully set forth herein.

41. From at least in or about June 2020 up to and including at least in or about March 2023, in the Southern District of New York and elsewhere, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, knowingly having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, transmitted and caused to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, for the purpose of executing such scheme and artifice, to wit, KWOK and JE promoted and marketed G|CLUBS to fraudulently obtain money from victims through false statements and misrepresentations, which scheme was furthered through electronic communications and monetary transfers to and from the Southern District of New York and elsewhere.

(Title 18, United States Code, Sections 1343 and 2.)

**COUNT SEVEN**  
**(Securities Fraud – G|CLUBS)**

The Grand Jury further charges:

42. The allegations contained in paragraphs 1 through 24 of this Indictment are repeated and realleged as if fully set forth herein.

43. From at least in or about June 2020 up to and including at least in or about March 2021, in the Southern District of New York, and elsewhere, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, willfully and knowingly, directly and indirectly, by use of a means and instrumentality of interstate commerce and of the mails, and of a facility of a national securities exchange, used and employed, in connection with the purchase and sale of a



security registered on a national securities exchange and any security not so registered, a manipulative and deceptive device and contrivance, in violation of Title 17, Code of Federal Regulations, Section 240.10b-5, by (a) employing a device, scheme and artifice to defraud; (b) making an untrue statement of material fact and omitting to state a material fact necessary in order to make the statement made, in light of the circumstances under which it was made, not misleading; and (c) engaging in an act, practice and course of business which operated and would operate as a fraud and deceit upon a person, to wit, KWOK and JE promoted and marketed G|CLUBS to obtain money from victims through false statements and misrepresentations, including regarding, among other things, the value of GTV, which scheme was furthered through electronic communications and monetary transfers to and from the Southern District of New York and elsewhere.

(Title 15, United States Code, Sections 78j(b) & 78ff; Title 17, Code of Federal Regulations, Section 240.10b-5; and Title 18, United States Code, Section 2.)

**COUNT EIGHT**  
**(Wire Fraud – The Himalaya Exchange)**

The Grand Jury further charges:

44. The allegations contained in paragraphs 1 through 24 of this Indictment are repeated and realleged as if fully set forth herein.

45. From at least in or about April 2021 up to and including at least in or about March 2023, in the Southern District of New York and elsewhere, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, knowingly having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, transmitted and caused to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings,

signs, signals, pictures, and sounds, for the purpose of executing such scheme and artifice, to wit, KWOK and JE operated the Himalaya Exchange to fraudulently obtain money from victims through false statements and misrepresentations, which scheme was furthered through electronic communications and monetary transfers to and from the Southern District of New York and elsewhere.

(Title 18, United States Code, Sections 1343 and 2.)

**COUNT NINE**  
**(International Promotional Money Laundering)**

The Grand Jury further charges:

46. The allegations contained in paragraphs 1 through 24 of this Indictment are repeated and realleged as if fully set forth herein.

47. From at least in or about 2018 up to and including at least in or about March 2023, in the Southern District of New York and elsewhere, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, did transport, transmit, and transfer, and attempt to transport, transmit, and transfer, a monetary instrument and funds from a place in the United States to and through a place outside the United States, and to a place in the United States from and through a place outside the United States, with the intent to promote the carrying on specified unlawful activity, to wit, KWOK and JE directed and made international transfers of funds into, out of, and through the United States, with the intent to promote the fraud offenses in Counts Two through Eight of the Indictment.

(Title 18, United States Code, Sections 1956(a)(2)(A) and 2.)

**COUNT TEN**  
**(International Concealment Money Laundering)**

The Grand Jury further charges:

48. The allegations contained in paragraphs 1 through 24 of this Indictment are repeated and realleged as if fully set forth herein.

49. From at least in or about 2018 up to and including at least in or about March 2023, in the Southern District of New York and elsewhere, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, did transport, transmit, and transfer, and attempt to transport, transmit, and transfer, a monetary instrument and funds from a place in the United States to and through a place outside the United States, and to a place in the United States from and through a place outside the United States, knowing that the monetary instrument and funds involved in the transportation, transmission, and transfer represented the proceeds of some form of unlawful activity, and knowing that such transportation, transmission, and transfer was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, namely, the fraud offenses alleged in Counts Two through Eight of this Indictment, to wit, KWOK and JE conducted international financial transactions into, and out of, and through the United States involving fraud proceeds, including, among other transactions, transactions involving bank accounts held in the names of entities nominally owned by other individuals and by entities not overtly associated with the defendants, in order to conceal the ownership, control, and/or receipt of the proceeds of the fraud and the illegal nature and source of such proceeds.

(Title 18, United States Code, Sections 1956(a)(2)(B)(i) and 2.)

**COUNT ELEVEN**  
**(Unlawful Monetary Transactions)**

The Grand Jury further charges:

50. The allegations contained in paragraphs 1 through 24 of this Indictment are repeated and realleged as if fully set forth herein.

51. On or about June 5, 2020, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, within the United States, knowingly engaged and attempted to engage in a monetary transaction, as defined in Title 18, United States Code, Section 1957(f)(1), in criminally derived property of a value greater than \$10,000 that was derived from specified unlawful activity, to wit, KWOK and JE made, and directed others to make, a wire transfer of approximately \$100 million derived from the offenses charged in Counts Two and Three to Fund-1.

(Title 18, United States Code, Sections 1957 and 2.)

**COUNT TWELVE**  
**(Obstruction of Justice)**

The Grand Jury further charges:

52. The allegations contained in paragraphs 1 through 24 of this Indictment are repeated and realleged as if fully set forth herein.

53. From at least on or about September 20, 2022 through the date of the filing of this Indictment, in the Southern District of New York and elsewhere, KIN MING JE, a/k/a “William Je,” the defendant, corruptly obstructed, influenced, and impeded an official proceeding and attempted so to do, to wit, JE attempted to transfer money to the UAE, beyond the jurisdiction of the United States, to impede and interfere with a federal grand jury investigation in the Southern

District of New York of the offenses alleged in Counts One through Eleven of this Indictment, and proceedings before the United States District Court for the Southern District of New York concerning the seizure and forfeiture of criminally derived proceeds.

(Title 18, United States Code, Sections 1512(c)(2) and 2.)

### **FORFEITURE ALLEGATIONS**

54. As a result of committing the offenses alleged in Counts One through Eight of this Indictment, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE, a/k/a “William Je,” the defendants, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28 United States Code, Section 2461(c), any and all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of said offenses, including but not limited to a sum of money in United States currency representing the amount of proceeds traceable to the commission of said offenses and, and the following specific property:

a. \$64,826.87 in United States currency formerly on deposit in Account Number 5090037713 at Silvergate Bank held in the name of “Hamilton Opportunity Fund SPC,” seized by the Government on or about September 18, 2022;

b. \$75,000,000.00 in United States currency formerly on deposit in Account Number 5090037705 at Silvergate Bank held in the name of “Hamilton Opportunity Fund SPC,” seized by the Government on or about September 18, 2022;

c. \$467,343.00 in United States currency formerly on deposit in Account Number 5090037754 at Silvergate Bank held in the name of “Hamilton Opportunity Fund SPC,” seized by the Government on or about September 18, 2022;



d. \$89,992,861.75 in United States currency formerly on deposit in Account Number 5090042770 at Silvergate Bank held in the name of “Hamilton Opportunity Fund SPC,” seized by the Government on or about September 18, 2022;

e. \$1,683,077.40 in United States currency formerly on deposit in Account Number 5090042762 at Silvergate Bank held in the name of “Hamilton Opportunity Fund SPC,” seized by the Government on or about September 18, 2022;

f. \$85,899,889.20 in United States currency formerly on deposit in Account Number 5090042853 at Silvergate Bank held in the name of “Hamilton Opportunity Funds SPC,” seized by the Government on or about September 18, 2022;

g. \$48,230,709.62 in United States currency formerly on deposit in Account Number 5090030288 at Silvergate Bank held in the name of “Hamilton Investment Management” Ltd., seized by the Government on or about September 18, 2022;

h. \$1,800,000.00 in United States currency formerly on deposit in Account Number 5090037739 at Silvergate Bank held in the name of “Hamilton Opportunity Fund SPC,” seized by the Government on or about September 18, 2022;

i. \$85,899,889.20 in United States currency formerly on deposit in Account Number 5090042853 at Silvergate Bank held in the name of “Hamilton Opportunity Funds SPC,” seized by the Government on or about September 18, 2022;

j. \$4,643,744.70 in United States currency formerly on deposit in Account Number 7801000590 at FV Bank held in the name of “Himalaya International Reserves, Ltd.,” seized by the Government on or about September 20, 2022;

k. \$14,599,257.25 in United States currency formerly on deposit in Account Number 7801000254 at FV Bank held in the name of “Himalaya International Clearing, Ltd.,” seized by the Government on or about September 20, 2022;

l. \$11,538,579.87 in United States currency formerly on deposit in Account Number MBI10103-0000 at Mercantile Bank International held in the name of “G Club International Ltd.,” seized by the Government on or about October 16, 2022;

m. \$9,451,170.54 in United States currency formerly on deposit in Account Number MBI10133-0000 at Mercantile Bank International held in the name of “Himalaya International Clearing Ltd.,” seized by the Government on or about October 16, 2022;

n. \$2,823,642.39 in United States currency formerly on deposit in Account Number MBI10137-0000 at Mercantile Bank International held in the name of “Hamilton Capital Holding Ltd.,” seized by the Government on or about October 16, 2022;

o. \$249,000,115.46 in United States currency formerly on deposit in Account Number MBI10138-0000 at Mercantile Bank International held in the name of “Himalaya International Reserves Ltd.,” seized by the Government on or about October 16, 2022;

p. \$283,965.11 in United States currency formerly on deposit in Account Number MBI10139-0000 at Mercantile Bank International held in the name of “Himalaya International Financial Group Ltd.,” seized by the Government on or about October 16, 2022;

q. \$1,085,623.67 in United States currency formerly on deposit in Account Number MBI10171-0000 at Mercantile Bank International held in the name of “Hamilton Investment Management Ltd.,” seized by the Government on or about October 16, 2022;

r. \$43,782.71 in United States currency formerly on deposit in Account Number MBI10172-0000 at Mercantile Bank International held in the name of “G Fashion International Limited,” seized by the Government on or about October 16, 2022;

s. \$161,809.47 in United States currency formerly on deposit in Account Number MBI10183-0000 at Mercantile Bank International held in the name of “Himalaya Currency Clearing Pty Ltd.,” seized by the Government on or about October 16, 2022;

t. \$2,745,377.75 in United States currency formerly on deposit in Account Number 9878904409 at Manufacturers & Traders Trust Co. held in the name of “GETTR USA, Inc.,” seized by the Government on or about September 18, 2022;

u. \$9,899,659.19 in United States currency formerly on deposit in Account Number 157525208185 at US Bank held in the name of “G Fashion,” seized by the Government on or about September 18, 2022;

v. All that lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments, and easements, located at 675 Ramapo Valley Road, Mahwah, New Jersey 07430, Parcel No. 3300021-03-00001-02 and described as Lot Number: 1.02 Block: 21.03 District: 33 City, Municipality, Township: MAHWAH TWP

w. A Bugatti Chiron Super Sport, bearing Vehicle Identification Number VF9SW3V3XNM795047;

x. A Lamborghini Aventador SVJ Roads, bearing Vehicle Identification Number ZHWUN6ZD2MLA10393;

y. A Rolls Royce Phantom EWB, bearing Vehicle Identification Number SCATT8C08MU206445;



z. A 46m 2014 Feadship superyacht “Lady May” (ex Como), bearing IMO Number 112359, MMSI Number 319059500, and Callsign ZGDQ9;

aa. A Bösendorfer 185VC Porsche #49539 piano with custom bench, purchased for approximately \$140,938.69;

bb. A Railis Design Iceland Contemporary Poseidon Bed with Nightstands, Ebony Veneer, Brass, Velvet, purchased for approximately \$31,413.71;

cc. A Hästens 2000T md mattress, purchased for approximately \$36,590.00;

dd. A Hästens 2000T sf mattress, purchased for approximately \$36,210.00;

ee. A Wembe watch storage box, purchased for approximately \$59,392.91;

ff. A Samsung Q900 Series QN98Q900RBF 98” QLED Smart TV – 8K, purchased for approximately \$62,787.54;

gg. A Louis XV Style French Ormolu-Mounted Mahogany Commode by Joseph Émmanuel Zweiner;

hh. A “K’ang Hsi” extension table in etched and patinated pewter and bronze with hand-painted enamel colors by Philip & Kelvin LaVerne, purchased for approximately \$180,000.00; and

ii. A “Punto ‘83” table in stainless steel with mesh tabletop with adjustable height and adjustable petals by Gabriella Crespi, Italy 1982, purchased for approximately \$180,000.00.

(a) through (ii), collectively, the “Specific Property.”

55. As a result of committing the money laundering offenses alleged in Counts One, Nine, Ten and Eleven of this Indictment, HO WAN KWOK, a/k/a “Miles Guo,” a/k/a “Miles Kwok,” a/k/a “Guo Wengui,” a/k/a “Brother Seven,” a/k/a “The Principal,” and KIN MING JE,

a/k/a "William Je," the defendants, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any and all property, real and personal, involved in said offense, or any property traceable to such property, including but not limited to a sum of money in United States currency representing the amount of property involved in said offense and the Specific Property.

**Substitute Assets Provision**

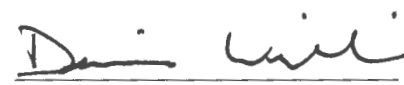
56. If any of the above-described forfeitable property, as a result of any act or omission of the defendants:

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

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p) and Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of the defendants up to the value of the above forfeitable property.

(Title 18, United States Code, Sections 981 and 982;  
Title 21, United States Code, Section 853; and  
Title 28, United States Code, Section 2461.)

  
FOREPERSON  
3/6/2023

  
DAMIAN WILLIAMS  
United States Attorney

3/6/23

Indictment filed under seal  
Arrest warrant issued  
38

USMT Gorenstein  
MC2

**CERTIFICATE OF SERVICE**

I hereby certify that on July 21, 2023, I served a copy of the foregoing via electronic email upon the following counsel for the Proposed Intervenor:

Joseph M. Pastore III  
Melissa Rose McClammy  
Tyler W. Rutherford  
Pastore LLC  
Jpastore@pastore.net  
Mmcclammy@pastore.net  
Trutherford@pastore.net

Dated: July 21, 2023  
New Haven, Connecticut

By: /s/ Avram E. Luft  
Avram E. Luft (admitted *pro hac vice*)  
G. Alexander Bongartz (admitted *pro hac vice*)  
PAUL HASTINGS LLP  
200 Park Avenue  
New York, New York 10166  
(212) 318-6079  
aviluft@paulhastings.com  
alexbongartz@paulhastings.com

*and*

Douglas S. Skalka (ct00616)  
Patrick R. Linsey (ct29437)  
NEUBERT, PEPE & MONTEITH, P.C.  
195 Church Street, 13th Floor  
New Haven, Connecticut 06510  
(203) 781-2847  
dskalka@npmlaw.com  
plinsey@npmlaw.com

*and*

Nicholas A. Bassett (admitted *pro hac vice*)  
PAUL HASTINGS LLP  
2050 M Street NW  
Washington, D.C., 20036  
(202) 551-1902  
nicholasbassett@paulhastings.com

*Counsel for the Chapter 11 Trustee*