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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: GENERAL EQUITY
BERGEN COUNTY
DOCKET NO. _____

MATTEW J. PLATKIN,
Attorney General of New Jersey,
on behalf of ELIZABETH M. HARRIS,
Chief of the New Jersey Bureau of
Securities,

Civil Action

Plaintiff,

v.

COMPLAINT

BOWMO, INC.,
A Delaware Corporation;
MICHAEL LAKSHIN, Individually, and as
Chairman of the Board and as President
of Bowmo, Inc.; and
EDWARD AIZMAN, Individually, and as
Chief Executive Officer of Bowmo,
Inc.,

Defendants,

and

LIONSCROSS, LLC,
A New Jersey Limited Liability
Company; and
ALEKSANDRA AIZMAN, Individually,

Nominal Defendants.

Matthew J. Platkin, Attorney General of New Jersey, on behalf of Elizabeth M. Harris, Chief of the New Jersey Bureau of Securities (the "Bureau Chief" or "Plaintiff"), alleges the following by way of Complaint against the above-named Defendants and Nominal Defendants:

SUMMARY

1. From April 2020 through August 2020 (the "Relevant Time Period"), Michael Lakshin ("Lakshin"), Edward Aizman ("Aizman"), and Bowmo, Inc. ("Bowmo") (collectively, "Defendants"), through Lakshin and Aizman, offered and sold at least \$84,681.19 of Bowmo's securities in the form of a convertible note ("Bowmo Note") to at least one New Jersey investor, Investor JH.

2. During their conversations with Investor JH, Lakshin and Aizman represented the Bowmo Note as an investment opportunity that would provide a significantly higher return than Investor JH was earning on her retirement savings account with New York Life. Additionally, Lakshin informed Investor JH that Bowmo was a successful company that had made him rich through its success in recruiting and placing job candidates, and that Investor JH could also profit by investing her funds in Bowmo.

3. Lakshin also provided Investor JH with access to a Bowmo Investor Package ("Bowmo Investor Package"), which among other things represented that investor funds would be used to further develop Bowmo's software, expand its marketing and sales efforts,

and cover general corporate expenses.

4. However, contrary to those representations, Defendants misused Investor JH's funds by diverting them for personal and non-business-related purposes, including, but not limited to, car payments, grocery and clothing shopping, and travel expenses. Defendants also misappropriated Investor JH's investor money by transferring some of those funds to bank accounts held by family members, such as an Apple Bank account controlled by Aleksandra Aizman ("Aleksandra"), Aizman's wife.

5. In addition to funding personal and family expenditures, Lakshin transferred a portion of Investor JH's funds to a bank account owned and controlled by Lionscross, LLC ("Lionscross") - a company solely owned by Lakshin - where he used it for further of Lakshin's personal expenses and cash withdrawals.

JURISDICTION AND VENUE

6. The New Jersey Bureau of Securities (the "Bureau") is the state regulatory agency charged with the administration of the Securities Law.

7. Plaintiff brings this action against Defendants Bowmo, Lakshin, and Aizman for violations of the anti-fraud provisions of the New Jersey Uniform Securities Law (1997), N.J.S.A. 49:3-47 to -89 (the "Securities Law"), including:

- a. N.J.S.A. 49:3-52(a) (employing any device, scheme, or artifice to defraud, as to Defendants Bowmo, Lakshin,

and Aizman);

b. N.J.S.A. 49:3-52(b) (making untrue statements of material fact or omitting to state material facts necessary in order to make the statements not misleading, as to Defendants Bowmo, Lakshin, and Aizman);

c. N.J.S.A. 49:3-52(c) (engaging in an act, practice, or course of business which operates or would operate as a fraud or deceit upon any person, as to Defendants Bowmo, Lakshin, and Aizman);

8. Plaintiff also brings this action against Nominal Defendants Lionscross and Aleksandra for disgorgement of investor funds transferred to their control when they had no legitimate claim to such funds through Defendants' violations of the Securities Law.

9. Jurisdiction is proper over Defendants and Nominal Defendants pursuant to N.J.S.A. 49:3-51 (a)-(c) for violations of the Securities Law that are the subject of this Complaint because: (1) Bowmo, Lakshin, and Aizman offered and sold the securities to an investor in New Jersey; (2) the offers to sell securities issued by Bowmo to the investor were made and accepted in New Jersey; and (3) the offers to sell securities were directed to and received by a New Jersey investor.

10. Venue is proper in Bergen County pursuant to R. 4:3-2(a)

because it is the county in which the cause of action arose.

PARTIES

11. The Bureau Chief is the principal executive officer of the Bureau, with offices at 153 Halsey Street, Newark, New Jersey. This action is brought by Matthew J. Platkin, Attorney General of New Jersey, on behalf of the Bureau Chief pursuant to N.J.S.A. 49:3-69(a)(2).

12. Bowmo was a Delaware corporation formed in or about May 22, 2015. During the Relevant Time Period, Bowmo was registered as a foreign corporation in New York. Presently, Bowmo is registered in Wyoming. Bowmo has a principal place of business at 99 Wall Street, New York, New York 10005 and maintained this address throughout the Relevant Time Period. Bowmo has never been registered with the Bureau in any capacity.

13. Lakshin is an individual who resides in Cliffside Park, New Jersey, and who is and was the Chairman and President of Bowmo throughout the Relevant Period. Lakshin has never been registered with the Bureau in any capacity.

14. Aizman is an individual who resides in North Port, Florida. During the Relevant Time Period, Aizman resided in Brooklyn, New York. During the Relevant Time Period, Aizman was the Co-Founder and Chief Executive Officer ("CEO") of Bowmo. Aizman has never been registered with the Bureau in any capacity.

NOMINAL DEFENDANTS

15. Lionscross is a New Jersey limited liability company formed on June 17, 2013. During the Relevant Time Period, Lionscross had a principal place of business located at Lakshin's then-apartment in Fairview, New Jersey. Lakshin was the sole CEO and managing director of Lionscross during the Relevant Time Period.

16. Aleksandra is an individual who resides in North Port, Florida. Aleksandra was not employed by and had no other affiliation with Bowmo.

FACTUAL ALLEGATIONS

THE OFFER AND SALE OF THE BOWMO NOTE TO INVESTOR JH.

17. In 2015, Aizman and an associate established Bowmo "to enter into the professional placement agency sector with its unique 'V-PRO,' a combination of proprietary AI-based technology that offers a do-it-yourself searching experience, matching candidates to jobs. . . ."

18. On or around May 28, 2020, Bowmo created the Bowmo Investor Package to raise funds through the sale of Bowmo Notes.

19. The Bowmo Investor Package included the following sections:

- a. Investor Presentation - Bowmo's Executive Summary, Vision, Mission, Value, and Market Opportunity;
- b. Summary of Terms of the Offering - Terms and Conditions of a Proposal \$1,000,000 Private Offering by Bowmo;

- c. Bowmo's Risk Factors - Statements That Involve Risks and Uncertainties;
- d. Bowmo's Financial Statements - Bowmo's Profit and Loss/Balance Sheets between January 2019 and December 2019;
- e. Subscription Agreements and Investor Questionnaire - Subscription Agreement and Investor Questionnaire to be completed by Investors in order to purchase Convertible Note; and
- f. Form of Convertible Promissory Note - The Bowmo Notes' Investor Signature Form.

20. Bowmo described the Bowmo Notes as a form of a "convertible promissory note", which purported to provide investors with an annual return of 10%, calculated as of December 31 of each year, and the "[p]rincipal and unpaid accrued interest on the Notes [are] due and payable as of the first anniversary date of their issue date, . . . unless [and until] the Notes are converted to equity securities of the Company."

21. Notably, it is the Note holder's option to convert the note into equity securities of the company, not the company's option.

22. The Investor Package specified that Bowmo was seeking to raise \$1 million and that the proceeds from the sale of Bowmo Notes would be utilized in the following manner: (a) \$250,000 to expand and further develop Bowmo's V-PRO software, (b) \$250,000 to expand Bowmo's marketing and sales efforts, and (c) \$500,000 to cover general corporate expenses.

23. The "Use of Proceeds" slide of the Bowmo Investor Package further sets forth how investor funds would be used in four categories: 1) "Strategic Hires," which includes a "VP of Sales," "Sr. Account Managers," and "Account Managers;" 2) "Strategic Initiatives," which includes "Scale of Enterprise and Agency Channels" and "Improving Sales and Marketing;" 3) "Focused Product and Technology Hires," which includes "Convert Key Engineering Staff to [Full Time Employees]," "Leverage On-Site/Off-Shore," "Engage Service Providers/SMEs," and "Scale Client Implementations and Operations;" and 4) "Partnerships and M&A," which includes "Data Capture," "Product and Technology," "Data Sourcing," "Licensing," and "Patents and IP."

24. In or about May 2020, Lakshin initiated discussions with Investor JH regarding a potential investment opportunity in Bowmo.

25. Lakshin and Investor JH are childhood friends who grew up together in Russia and reconnected when Investor JH immigrated to the United States.

26. On May 30, 2020, Lakshin sent an email to Investor JH with a subject line "bowmo: Investment Opportunity (from Michael E. Lakshin)," which described the Bowmo investment opportunity as follows:

The Company's **new Investment Strategy** is designed around a **Reverse Triangular Merger** between [Bowmo] and the OTC-listed entity that [Bowmo] is looking to complete within a reasonable timeline (the "Reverse Merger").

Following the Reverse Merger, [Bowmo] is planning to launch two supplemental capital raises: **Interim Funding (a.k.a. "Friends & Family") and Crowdfunding** - with a goal of raising up to \$2M by or before September 1, 2020.

Upon completion of the next two rounds of investments in the Company, Interim and Crowdfunding, [Bowmo] is projecting to increase Gross Sales Revenue to \$2.4M by or before the end of 2022, which will allow [Bowmo] to increase the Company's valuation.

[Emphasis in original].

27. The May 30, 2020, email also included a link to a Dropbox containing a Bowmo Investor Package dated May 28, 2020.

28. Between May 2020 and July 2020, Lakshin leveraged his personal relationship with Investor JH in a series of emails and text messages to influence Investor JH to invest with Bowmo.

29. During that time, Lakshin learned that Investor JH had a retirement account with New York Life with a balance of \$90,189.21, and he began to pressure Investor JH to liquidate the account for the purpose of buying a Bowmo Note. For example, on June 9, 2020, Investor JH informed Lakshin via text message that she preferred to wait until the end of June to decide whether to withdraw her retirement funds from New York life to invest in Bowmo. Lakshin told Investor JH that the New York Life agent did not want to release her retirement funds because he did not want to "lose his commission." Additionally, Lakshin told Investor JH that she would "realistically" be able to earn "A MUCH GREATER

return" with Bowmo and that by the end of June 2020, Bowmo would "already be full" with investors.

30. In the emails and text messages exchanged between Lakshin and Investor JH, Lakshin informed Investor JH on June 19, 2020, that she should not have taxes withheld for withdrawing funds from her retirement account.

31. On June 21, 2020, Investor JH texted Lakshin, saying that "something doesn't feel right." In response, Lakshin began to pressure her, stating if she was changing her mind he was "going to look really bad in front of [his] partners." Lakshin also stated, "I told them you already sent everything to New York Life, just like you told me you would. We gave all the guarantees and promised to reimburse you for your loss. . . ."

32. On June 25, 2020, Investor JH liquidated her New York Life retirement account, which included two charges: (1) a "Surrender charge" of \$5,366.26; and (2) an "M&E charge" of \$141.76. This withdrawal also exposed Investor JH to having to pay taxes on those funds as she was not rolling them over to another qualified retirement plan. Following the subtraction of the charges, New York Life sent a check for \$84,681.19 to Investor JH on June 25, 2020.

33. On July 2, 2020, Investor JH met with Defendants Lakshin and Aizman in person at a restaurant in Fort Lee, New Jersey.

34. During the July 2 meeting, Lakshin and Aizman offered

and sold the Bowmo Note to Investor JH. Lakshin and Aizman presented Investor JH with only the signature page of the Bowmo subscription agreement. Additional pages were not attached. Investor JH complied and signed the signature page.

35. The following day, on July 3, 2020, Aizman sent an email to Investor JH with the subject line "Welcome to bowmo [JH]!!," which included "the completed subscription agreement" as an attachment.

36. Investor JH's "complete subscription agreement" is dated July 2, 2020, and is a multipage document with "\$84,681.19" written in for the "Principal Amount of Convertible Notes."

37. In text messages between July 9 and July 20, 2020, Lakshin further confirmed that Investor JH would not have to pay taxes on Investor JH's retirement account withdrawal, that Bowmo would reimburse Investor JH if there were any additional taxes, and provided wire transfer information to Investor JH for her to wire her funds to Bowmo.

38. On July 21, 2020, Investor JH wired \$84,681.19 from her bank account to the Bowmo TD Account 8803.

39. Investor JH's funds were deposited into Bowmo's TD bank account ending in 8803 ("Bowmo TD Account 8803"), which was controlled by Lakshin and Aizman. Both Lakshin and Aizman were also signatories on the Bowmo bank accounts.

40. Investor JH had no control over the use of her funds

after she wired them to the Bowmo TD Account 8803 to invest in the Bowmo Note.

DEFENDANTS' MISUSE AND DISSIPATION OF INVESTOR JH'S MONEY

41. Following the transfer of Investor JH's funds to the Bowmo TD Account 8803, Defendants used Investor JH's funds for their personal purposes in a manner that was inconsistent with the intended use of investor funds as described in the Bowmo Investor Package.

42. Examples of Defendants' misuse of investor funds are set forth below.

The Bowmo TD Account 8803

43. Prior to Investor JH's wire transfer, the balance of the Bowmo TD Account as of July 20, 2020 was \$38,359.77. These funds consisted of a COVID-19 Economic Injury Disaster Loan grant in the amount of \$40,400 on July 17, 2020.

44. On July 21, 2020, Investor JH's investment of \$84,681.19 was deposited into the Bowmo TD Account 8803, bringing the total balance in the account to \$123,040.96.

45. Despite Defendants' representation that investors' funds would be used for purposes related to Bowmo's business, Defendants instead misused at least \$60,371 of Investor JH's investor funds for personal purposes and other non-business-related purposes, including:

a. Transferring at least \$55,500 from the Bowmo TD Account

8803 to a Bank of America bank account owned by Lionscross ("Lionscross BofA Account 5079"), a company unrelated to Bowmo and solely owned by Lakshin, between July 22, 2020 and August 27, 2020; and

- b. Transferring at least \$4,871 from the Bowmo TD Account 8803 to an Apple Bank account controlled by and in the name of Aizman's wife Aleksandra Aizman ("Aleksandra") on August 21, 2020.

46. The transfers to the Lionscross BofA Account 5079 and the Apple Bank account, and the subsequent use of Investor JH's funds in those accounts, is detailed further below.

Misuse of Funds in the Lionscross BofA Account 5079

47. On July 21, 2020, the Lionscross BofA Account 5079 had an end of day account balance of \$7.20. On July 22, 2020, Bowmo transferred \$15,000 of Investor JH's funds to that account.

48. Between July 22 and July 23, 2020, the \$15,000 deposited into the Lionscross BofA Account 5079 was misused by Lakshin in the following ways:

- a. Withdrawing \$3,000 in cash;
- b. Transferring \$2,000 to Lakshin's wife's Bank of America account ending in 3392;
- c. Transferring \$1,000 to Lakshin's son's Bank of America account ending in 8297;
- d. Transferring \$800 to the Lionscross LLC BofA Account

ending in 0870; and

- e. Spending \$3,201 at Brunello Cucinelli, a luxury fashion designer store in New York.

49. On July 24, 2020, the Lionscross BofA Account 5079 had an end of day account balance of \$4,018.41.

50. On July 27, 2020, Bowmo transferred another \$30,000 of Investor JH's funds from the Bowmo TD Account 8803 to the Lionscross BofA Account 5079 through two transfers: one for \$25,000 and the other for \$5,000.

51. Between July 27 and August 5, 2020, the additional \$30,000 of Investor JH's investor funds that were deposited into the Lionscross BofA Account 5079 was misused by Lakshin in the following ways:

- a. Spending \$25,000 at a Jaguar Land Rover dealership on July 27, 2020, the same day the funds were transferred;
- b. Transferring at least \$2,050 to the Lionscross LLC BofA Account ending in 0870 between July 27 and August 4, 2020;
- c. Transferring at least \$2,600 to Lakshin's wife's Bank of America account ending in 3392 on July 30, 2020; and
- d. Spending \$190.08 at a hotel.

52. Between August 7, 2020 and August 27, 2020, Bowmo transferred an additional \$10,500 of Investor JH's funds to the Lionscross BofA Account 5079. Those funds were misused by Lakshin

in the following ways:

- a. Transferring at least \$3,500 to Lakshin's wife's Bank of America account ending in 3392 between August 17 and August 24, 2020;
- b. Spending \$540.06 at various restaurants; and
- c. Withdrawing \$2,560 in cash.

53. In total, as a result of the above transactions, Defendants misused at least \$55,500 of Investor JH's money for their personal purposes and in a manner inconsistent with the representations made in the Bowmo Investor Package.

Misuse of Funds in the Apple Bank Account

54. On August 21, 2020, Defendants transferred \$4,871 of Investor JH's funds from the Bowmo TD Account 8803 to an Apple Bank account which had a negligible balance of only \$648.43 prior to the transfer. Those incoming funds from Investor JH were then misused by Aleksandra in the following ways between August 21 and September 15, 2020:

- a. Spending \$633.48 to stay at a bed and breakfast in Cape Cod, Massachusetts on August 22, 2020;
- b. Spending \$737.49 at various fashion and cosmetics retailers, including at Zara, Forever 21, Amazon, and Sephora; and
- c. Spending \$477.59 at various restaurants.

55. Therefore, contrary to statements in the Bowmo Investor

Package, Lakshin and Aizman misused Investor JH's funds for Defendants and Nominal Defendants' personal benefit rather than to benefit Bowmo.

56. Investor JH never elected to convert her Bowmo Note in equity securities of Bowmo. Therefore, the amounts due Investor JH on the Bowmo Note were due and owing on July 21, 2021.

57. To date, Investor JH has not received any payments from Defendants pursuant to the terms of her investment in Bowmo and has not received reimbursement for her New York Life liquidation penalty.

COUNT I

**EMPLOYING A DEVICE, SCHEME, OR ARTIFICE TO
DEFRAUD, IN VIOLATION OF N.J.S.A. 49:3-52(a)**
(AS TO ALL DEFENDANTS)

58. Plaintiff repeats and incorporates the allegations in the preceding paragraphs as if fully set forth herein. Pursuant to N.J.S.A. 49:3-52:

It shall be unlawful for any person, in connection with the offer, sale, or purchase of any security, directly or indirectly

. . . .

(a)To employ any device, scheme, or artifice to defraud[.]

59. Defendants, through Lakshin and Aizman, employed a device, scheme, or artifice to defraud investors in connection with the offer and sale of the Bowmo Note.

60. Defendants' scheme included, but was not limited to:

- a. Misrepresenting that the investment proceeds would be used for proper business purposes of Bowmo, and omitting to disclose that the funds would instead be converted to the individual Defendants' personal use, in connection with the offer and sale of the Bowmo Note; and
- b. Misusing investor funds for the benefit of Lakshin, Aizman, and others.

61. Each device, scheme or artifice to defraud is a violation of N.J.S.A 49:3-52(a).

62. Each violation of N.J.S.A. 49:3-52(a) by Defendants upon each investor is a separate violation and is cause for the imposition of restitution, disgorgement, and civil monetary penalties pursuant to N.J.S.A. 49:3-69(a)(2) and 70.1.

COUNT II

**MAKING UNTRUE STATEMENTS OF A MATERIAL FACT OR
OMITTING TO STATE A MATERIAL FACT NECESSARY IN
ORDER TO MAKE THE STATEMENTS MADE, IN LIGHT OF
THE CIRCUMSTANCES UNDER WHICH THEY ARE MADE, NOT
MISLEADING, IN VIOLATION OF N.J.S.A. 49:3-52(b)
(AS TO ALL DEFENDANTS)**

63. Plaintiff repeats and incorporates the allegations in the preceding paragraphs as if fully set forth herein.

64. Pursuant to N.J.S.A. 49:3-52:

It shall be unlawful for any person, in connection with the offer, sale, or purchase of any security, directly or indirectly

. . . .

(b) To make any untrue statement of a material fact or to omit to state a material fact

necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading[.]

65. Bowmo, through Lakshin and Aizman, made the following materially false and misleading statements and/or omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading to investors, in connection with the sale of the Bowmo Note:

- a. Falsely stating that investor funds would be used solely for purposes related to Bowmo's business operations;
- b. Failing to stating that Lakshin and Aizman would use investor funds for Lakshin's and Aizman's personal expenses; and
- c. Falsely stating that Investor JH would not be financially penalized for liquidating her New York Life account.

66. Each materially false or misleading statement and each omission of a material fact is a violation of N.J.S.A 49:3-52(b).

67. Each violation of N.J.S.A. 49:3-52(b) by each of Defendants upon each investor is a separate violation and is cause for the imposition of restitution, disgorgement, and civil monetary penalties pursuant to N.J.S.A. 49:3-69(a)(2) and 70.1.

COUNT III

ENGAGING IN ANY ACT, PRACTICE, OR COURSE OF BUSINESS
WHICH OPERATES OR WOULD OPERATE AS A FRAUD OR DECEIT
UPON ANY PERSON, IN VIOLATION OF N.J.S.A. 49:3-52(c)
(AS TO ALL DEFENDANTS)

68. Plaintiff repeats and incorporates the allegations in the preceding paragraphs as if fully set forth herein.

69. Pursuant to N.J.S.A. 49:3-52:

It shall be unlawful for any person, in connection with the offer, sale, or purchase of any security, directly or indirectly

. . . .

(c) To engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

70. Defendants engaged in an act, practice, or course of business which operated or would operate as a fraud or deceit upon the investors, including by:

- a. Misrepresenting and Omitting material facts in connection with the offer and sale of the Bowmo Note;
and
- b. Misusing investor funds for the personal benefit of Lakshin, Aizman, and others.

71. Each act, practice, or course of conduct that operated as a fraud or deceit upon investors is a violation of N.J.S.A. 49:3-52(c).

72. Each violation of N.J.S.A. 49:3-52(c) by each of the Defendants upon each investor is a separate violation and is cause

for the imposition of restitution, disgorgement, and civil monetary penalties pursuant to N.J.S.A. 49:3-69(a)(2) and 70.1.

COUNT IV

UNJUST ENRICHMENT
(AS TO NOMINAL DEFENDANTS LIONSCROSS LLC AND
ALEKSANDRA AIZMAN)

73. Plaintiff repeats and incorporates the allegations in the preceding paragraphs as if fully set forth herein.

74. Defendants Bowmo, Lakshin, and Aizman directly and indirectly transferred funds to Nominal Defendants Lionscross and Aleksandra, and Nominal Defendants Lionscross and Aleksandra were unjustly enriched with investors' funds to which they had no legal right.

75. As such, Nominal Defendants Lionscross and Aleksandra were unjustly enriched at the expense of the Investor JH.

76. Each unauthorized transfer of the investors' funds is cause for a judgment against Lionscross and Aleksandra requiring disgorgement of the funds.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the entry of a judgment pursuant to N.J.S.A. 49:3-47 to -89:

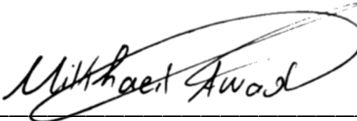
- a. Finding that Defendants Bowmo, Inc., Michael Lakshin, and Edward Aizman engaged in the acts and practices alleged above;
- b. Finding that such acts and practices constitute violations of the Securities Law;
- c. Permanently enjoining Defendants Bowmo, Inc., Michael Lakshin, and Edward Aizman from violating the Securities Law in any manner;
- d. Permanently enjoining the issuance, sale, offer for sale, purchases, offer to purchase, promotion, negotiation, solicitation, advertisement, or distribution from or within New Jersey of any securities, by or on behalf of Defendants Bowmo, Inc., Michael Lakshin, Edward Aizman, and their employees, agents, brokers, partners, stockholders, attorneys, successors, subsidiaries, and affiliates;
- e. Assessing civil monetary penalties against Defendants Bowmo, Inc., Michael Lakshin, and Edward Aizman for each violation of the Securities Law in accordance with N.J.S.A. 49:3-70.1;
- f. Requiring Defendants Bowmo, Inc., Michael Lakshin, and

Edward Aizman jointly and severally, and Nominal Defendant Lionscross, LLC and Aleksandra Aizman, to pay restitution, plus interest and expenses incident to effecting the purchase of the Bowmo Note, and disgorgement of all profits and funds gained directly or indirectly from violation of the Securities Law; and g. Affording Plaintiff any additional relief the Court may deem just and equitable.

Respectfully submitted,

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

By:




Mikhaeil Awad
Deputy Attorney General
Attorney ID No. 318882021

DATED: November 22, 2024
Newark, New Jersey

RULE 1:38-7(c) CERTIFICATION OF COMPLIANCE

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b) .

By:




Mikhaeil Awad
Deputy Attorney General
Attorney ID No. 318882021

DATED: November 22, 2024
Newark, New Jersey

RULE 4:5-1 CERTIFICATION

I certify, based on my personal knowledge, that the matter in controversy in this action involving the aforementioned violations of the Securities Law in this complaint, is not the subject of any other action in any other court of this State. I certify, based on my personal knowledge, that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined on this action at this time.

By:

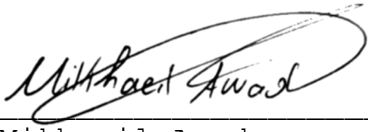


Mikhaeil Awad
Deputy Attorney General
Attorney ID No. 318882021

DATED: November 22, 2024
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Deputy Attorney General Mikhaeil Awad and Deputy Attorney General Michael E. Eleneski are hereby designated as trial counsel for the Plaintiff in this action.

By: 

Mikhaeil Awad
Deputy Attorney General
Attorney ID No. 318882021

DATED: November 22, 2024
Newark, New Jersey