

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

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THE PEOPLE OF THE STATE OF NEW YORK	:	
By LETITIA JAMES, Attorney General of the State of	:	
New York,	:	Index No.: 450040/2023
	:	
Plaintiff,	:	Hon. Anar Rathod Patel, AJSC
	:	Commercial Division, Part 45
-against-	:	
	:	
ALEX MASHINSKY,	:	STIPULATION AND
	:	CONSENT TO JUDGMENT
Defendant.	:	
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WHEREAS Plaintiff, the People of the State of New York, by Letitia James, Attorney General of the State of New York (“OAG”) filed the Summons and Complaint in this action on January 5, 2023, against Defendant Alex Mashinsky (“Mashinsky”) (OAG and Mashinsky collectively referred to herein as the “Parties”), and on March 27, 2023, OAG filed its Amended Complaint [NYSCEF 7](#) (“Complaint”); and

WHEREAS OAG has determined, after an investigation, that Mashinsky engaged in a scheme to defraud by making material misstatements and omissions in the offer and sale of Celsius’s Earn Interest Accounts and in the offer and sale of Celsius’s token CEL and sold and offered for sale securities and commodities in the form of cryptocurrencies without registering with OAG as a securities dealer or salesperson or as a commodities broker-dealer or salesperson, in violation of New York General Business Law §§ 352 *et seq.* (the “Martin Act”) and regulations promulgated thereunder and New York Executive Law § 63(12); and

WHEREAS on August 4, 2023, Justice Chan denied Mashinsky’s Motion to Dismiss [NYSCEF 16](#), and on September 12, 2023, Mashinsky filed his Answer [NYSCEF 21](#); and

WHEREAS on July 11, 2023, the U.S. Attorney’s Office for the Southern District of New York (the “DOJ”) indicted Mashinsky on seven counts (“Indictment”) in *United States of America v. Mashinsky*, 23-CR-347 (JGK) (S.D.N.Y) (“Criminal Case”) [NYSCEF 26](#), based on the same conduct alleged in OAG’s Complaint; and

WHEREAS on December 2, 2024, Mashinsky executed a plea agreement with the DOJ (“Plea Agreement”) pleading guilty to Count Two of the Indictment titled *Commodities Fraud*, which specified that Mashinsky “engaged in a fraudulent scheme to induce investors to sell their Bitcoin to Celsius in exchange for an interest in Celsius’s Earn Program, by making false and misleading statements about Celsius’s financial condition and operations” and to Count Five, titled *Fraudulent Scheme to Manipulate the Price of CEL*, which specified that Mashinsky “engaged in a scheme to defraud investors in CEL token by artificially manipulating the market for CEL token and through making false and misleading statements about Celsius’s purchases of CEL token and making false and misleading statements about Mashinsky’s own sales of CEL token;” and

WHEREAS as part of the Plea Agreement, Mashinsky admitted the forfeiture allegation with respect to Count Five and agreed to forfeit to the United States a sum of \$48,393,446 representing proceeds traceable to the commission of Count Five as specified in the Plea Agreement and Consent Preliminary Order of Forfeiture as to Specific Properties/Money Judgment, 23-CR-347, Docket No. 109, ordered on December 3, 2024 (“Forfeiture Order”); and

WHEREAS on December 3, 2024, during his plea allocution hearing, Mashinsky admitted as to Count Two to knowingly making a false material statement in connection with the Celsius Earn Program suggesting that Celsius had received approval from regulators, and as to Count Five to knowingly and intentionally failing to disclose that he was selling his CEL token

holdings even though he represented to the public that he was not selling, with an understanding that his misstatements and omissions would be material to investors' decisions to purchase or sell CEL tokens; and

WHEREAS on December 3, 2024, Judge Koeltl in the Criminal Case adjudged Mashinsky guilty as charged in Counts Two and Five of the Indictment; and

WHEREAS on May 8, 2025, Judge Koeltl sentenced Mashinsky to 144 months in prison and ordered criminal forfeiture in the amount of \$48,393,446; and

WHEREAS the Parties now desire to resolve the claims alleged in the Complaint that Mashinsky violated the Martin Act and Executive Law § 63(12) by engaging in a scheme to defraud by making material misstatements and omissions in the offer and sale of Celsius's Earn Interest Accounts and in the offer and sale of Celsius's token CEL and selling and offering for sale securities and commodities without registering with OAG as a securities dealer or salesperson or as a commodities broker-dealer or salesperson upon the terms set forth below and in the annexed Consent Order and Judgment (the "Consent Order"); and

WHEREAS Mashinsky has agreed to the relief specified in this Stipulation and Consent to Judgment (the "Stipulation") and in the Consent Order to resolve this lawsuit without further litigation,

NOW, THEREFORE, IT IS HEREBY ACKNOWLEDGED, STIPULATED, AND CONSENTED to, by and among the Parties, that:

1. Mashinsky admits that he has been properly served with a copy of the Summons and Complaint, and desires to settle and resolve this proceeding as set forth in the Consent Order.
2. Mashinsky shall be bound by the terms of this Stipulation and the Consent Order and waives appeal thereof.

3. Mashinsky admits to personal and subject matter jurisdiction and waives any and all arguments concerning lack of personal or subject matter jurisdiction.

4. Mashinsky admits that he violated the Martin Act and Executive Law § 63(12) by making false and materially misleading statements and omissions to investors concerning Celsius's approval by regulators as alleged in Paragraphs 112-115 of the Complaint; by making material misstatements and omissions about Mashinsky's sales of CEL token; and that Mashinsky pled guilty to Counts Two and Five of the Indictment. Following execution of this Stipulation, Mashinsky agrees not to take any action or to make or permit any public statement denying, directly or indirectly, any finding in the Stipulation and Consent Order or creating the impression that they are without legal or factual basis. Nothing in this provision shall affect Mashinsky's right to take legal positions in other proceedings to which OAG is not a party, regarding the same or similar conduct, including in connection with Mashinsky's petition for relief pursuant to 28 U.S.C. § 2255 in the Criminal Case. Mashinsky acknowledges he has received and reviewed a copy of the annexed Consent Order and agrees to the terms, obligations, and duties it imposes.

5. This Stipulation is entered into by Mashinsky as his own free and voluntary act with full knowledge and understanding of the nature of the actions, terms, obligations, and duties imposed upon him by the Consent Order. Mashinsky agrees that no offers, agreements, or inducements of any nature whatsoever have been made to him by OAG or any employees of OAG to procure this Stipulation except as set forth in the annexed Consent Order.

6. Mashinsky agrees and acknowledges that failure to comply with any provision of the Consent Order, or any related agreement in this Stipulation, shall be deemed a violation of the Consent Order. Upon any such violation, OAG may take any and all steps available to

enforce the Consent Order, including civil or criminal contempt, and nothing in the Consent Order shall bar or preclude OAG from using statements, documents, or materials produced or provided by Mashinsky prior to or after the date of entry of the Consent Order, and any statute of limitations or other time-related defenses are tolled from and after the date of entry of the Consent Order.

7. Mashinsky agrees and acknowledges, in the event the Consent Order is voided, breached, or invalidated as a result of any action by Mashinsky, that the annexed Consent Order shall in no way bar or otherwise preclude OAG from commencing, conducting, or prosecuting any investigation, action or proceeding, however denominated, related to the Consent Order, against Mashinsky, or from using in any way any statements, documents or other materials produced or provided by Mashinsky prior to or after the date of entry of the Consent Order, or from seeking the full range of available relief, including damages, restitution, and disgorgement for the conduct set forth in the Complaint.

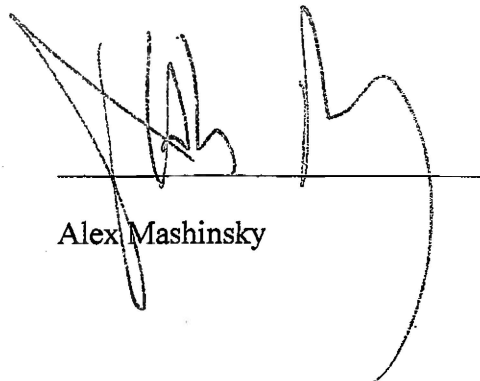
8. Mashinsky consents to the jurisdiction of New York State courts with respect to this Stipulation and the Consent Order and exclusively chooses New York State law to govern any and all disputes arising out of this Stipulation, the Consent Order, and the enforcement thereof. This Court shall retain jurisdiction to enforce this Stipulation and the Consent Order.

9. The annexed Consent Order shall be entered against Mashinsky without further notice. Mashinsky consents to the entry of the Consent Order without further notice and agrees to waive notice of entry and appeal thereof.

10. OAG may apply to the Court for such other and further relief as it deems necessary for the purpose of carrying out the terms of the Consent Order.

Dated: _____, New York

Sep. 24, 2026

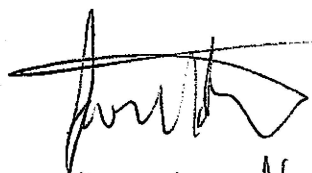


Alex Mashinsky

LETITIA JAMES
Attorney General of the
State of New York

BY:

TANYA TRAKHT
Senior Enforcement Counsel
Attorney for Plaintiff

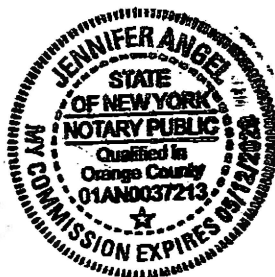


Public Notary

Orange County
New York

Jennifer Angel

my commission expires: 09/12/2029



10. OAG may apply to the Court for such other and further relief as it deems necessary for the purpose of carrying out the terms of the Consent Order.

Dated: New York, New York
October 8, 2026

Alex Mashinsky

LETITIA JAMES
Attorney General of the
State of New York

BY: *Tanya Trakht*
TANYA TRAKHT
Senior Enforcement Counsel
Attorney for Plaintiff

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	Commercial Division, Part 45
-against-	:
	:
ALEX MASHINSKY,	:
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Defendant.	:
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CONSENT ORDER AND JUDGMENT

Plaintiff, the People of the State of New York, by Letitia James, Attorney General of the State of New York (“OAG”) commenced this action by filing a Summons and Complaint on January 5, 2023, against Defendant Alex Mashinsky (“Mashinsky”), alleging violations of New York General Business Law §§ 352 *et seq.* (the “Martin Act”) and regulations promulgated thereunder and New York Executive Law § 63(12). On March 27, 2023, OAG filed its Amended Complaint (“Complaint”). [NYSCEF 7](#).

OAG has determined, after an investigation, that Mashinsky engaged in a scheme to defraud by making material misstatements and omissions in the offer and sale of Celsius’s Earn Interest Accounts and in the offer and sale of Celsius’s token CEL and sold and offered for sale securities and commodities in the form of cryptocurrencies without registering with OAG as a securities dealer or salesperson or as a commodities broker-dealer or salesperson, in violation of the Martin Act and regulations promulgated thereunder and Executive Law § 63(12). On August 4, 2023, Justice Chan denied Mashinsky’s Motion to Dismiss [NYSCEF 16](#) and on September 12, 2023, Mashinsky filed his Answer [NYSCEF 21](#).

On July 11, 2023, the U.S. Attorney's Office for the Southern District of New York (the "DOJ") indicted Mashinsky on seven counts ("Indictment") in *United States of America v. Mashinsky*, 23-CR-347 (JGK) (S.D.N.Y) (the "Criminal Case") based on the same conduct as alleged in OAG's Complaint. [NYSCEF 26](#). On December 2, 2024, Mashinsky executed a plea agreement with the DOJ ("Plea Agreement") pleading guilty to Count Two of the Indictment titled *Commodities Fraud*, which specified that Mashinsky "engaged in a fraudulent scheme to induce investors to sell their Bitcoin to Celsius in exchange for an interest in Celsius's Earn Program, by making false and misleading statements about Celsius's financial condition and operations" and to Count Five, titled *Fraudulent Scheme to Manipulate the Price of CEL*, which specified that Mashinsky "engaged in a scheme to defraud investors in CEL token by artificially manipulating the market for CEL token and through making false and misleading statements about Celsius's purchases of CEL token and making false and misleading statements about Mashinsky's own sales of CEL token."

As part of the Plea Agreement Mashinsky admitted the forfeiture allegation with respect to Count Five and agreed to forfeit to the United States a sum of \$48,393,446 representing proceeds traceable to the commission of Count Five as specified in the Plea Agreement and Consent Preliminary Order of Forfeiture as to Specific Properties/Money Judgment, 23-CR-347, Docket No. 109, ordered on December 3, 2024 ("Forfeiture Order").

On December 3, 2024, during his plea allocution hearing, Mashinsky admitted as to Count Two to knowingly making a false material statement in connection with the Celsius Earn Program suggesting that Celsius had received approval from regulators and as to Count Five to knowingly and intentionally failing to disclose that he was selling his CEL token holdings even though he represented to the public that he was not selling, with an understanding that his

misstatements and omissions would be material to investors' decision to purchase or sell CEL tokens.

On December 3, 2024, Judge Koeltl in the Criminal Case adjudged Mashinsky guilty as charged in Counts Two and Five of the Indictment, and on May 8, 2025, Judge Koeltl sentenced Mashinsky to 144 months in prison and ordered criminal forfeiture in the amount of \$48,393,446, among other relief.

Upon reading and filing the foregoing, and the Stipulation and Consent to Judgment ("Stipulation"), dated October 8, 2026, in which Defendant Mashinsky acknowledges receipt of the Summons and Complaint, consents to entry of this Consent Order and Judgment (the "Consent Order") to resolve this action as set forth below, and waives notice of entry and appeal thereof,

NOW, on motion of OAG and on the above pleadings, and on the consent of Defendant Alex Mashinsky, it is hereby:

1. ORDERED, ADJUDGED AND DECREED that Defendant Alex Mashinsky, as well as each of his agents, or any other person under his direction and control, whether acting individually or in concert with others, or through any corporate or other entity or device through which he may now or hereafter act or conduct business, including businesses in which he has any legal or beneficial interest, is bound by the terms of this Consent Order with respect to the provisions below and all future obligations, responsibilities, undertakings, commitments, limitations, restrictions, events, and conditions.

I. Monetary Relief

2. ORDERED, ADJUDGED AND DECREED that Defendant Alex Mashinsky shall pay to the State of New York \$25,000,000 (Twenty-Five Million Dollars) in damages

(“Damages”) to resolve the claims alleged in the Complaint, provided that this obligation shall be deemed satisfied upon payment by Defendant Alex Mashinsky of \$10,000,000 to the DOJ in accordance with the terms of paragraph 11 of the DOJ’s Forfeiture Order. Defendant Alex Mashinsky may receive dollar-for-dollar credit for any payments made to the DOJ after May 20, 2025, towards the \$10,000,000 described in this paragraph. If payment is not made as set forth in this paragraph, then the entirety of the \$25,000,000 will be due and owing to OAG.

3. ORDERED, ADJUDGED AND DECREED that Defendant Alex Mashinsky shall pay to the State of New York a monetary judgment of \$10,000,000 (Ten Million Dollars) (the “Monetary Judgment,” and together with the Damages, the “Monetary Relief”), provided that this obligation shall be deemed satisfied upon completion by Defendant Alex Mashinsky of service of his criminal sentence of imprisonment in accordance with the Judgment in the Criminal Case entered on May 12, 2025, 23-CR-347, Docket No. 158, unless such sentence is overturned or reduced by a court of law, including by granting of Defendant Alex Mashinsky’s petition for relief pursuant to 28 U.S.C. § 2255, or unless such sentence is reduced by compassionate release, good time credits, earned time credits, an early release due to First Step Act or home confinement through a Bureau of Prisons program.

4. ORDERED, ADJUDGED AND DECREED that Defendant Alex Mashinsky shall pay the Monetary Relief to OAG by wire transfer, with instructions to be provided by OAG.

5. ORDERED, ADJUDGED AND DECREED that this Consent Order may be docketed by OAG as a judgment against Defendant Alex Mashinsky, pursuant to New York Civil Practice Law and Rules § 2222 and OAG shall have execution thereon.

II. General Injunction

6. ORDERED, ADJUDGED AND DECREED that Defendant Alex Mashinsky shall not engage, or attempt to engage, in conduct in violation of the Martin Act and Executive Law § 63(12), and expressly agrees and acknowledges that any such conduct is a violation of this Consent Order.

III. Specific Injunction

7. ORDERED, ADJUDGED AND DECREED that other than for Defendant Alex Mashinsky's own personal purchase or sale, Defendant Alex Mashinsky shall not engage, or attempt to engage, in any manner in the issuance, exchange, sale, offer to sell, purchase, offer to purchase, promotion, negotiation, advertisement, investment advice, investment management or distribution of any stocks, bonds, notes, evidences of interest or indebtedness, foreign currency orders, calls or options or any other securities or commodities, including cryptocurrency and digital assets, or any conduct that would require registration under Article 23-A of the General Business Law, the New York Banking Law, and the New York Financial Services Law.

8. ORDERED, ADJUDGED AND DECREED that Defendant Alex Mashinsky shall not engage, or attempt to engage, in any manner in a securities or commodities business, including any business involving cryptocurrency or digital assets, as a broker, dealer, issuer, salesperson, investment adviser, investment manager, general partner, or as an officer, director, principal, controlling person, agent, affiliated person, consultant or salesperson of a broker, dealer, issuer, investment adviser or investment manager, or in any other capacity.

9. ORDERED, ADJUDGED AND DECREED that Defendant Alex Mashinsky shall not engage or participate, or attempt to engage or participate, in any manner in the writing, publishing, preparing, selling or distributing any letter or other literature advising, or any video,

internet, or streaming communications, suggesting, or in other manner communicating advice with respect to the purchase or sale of securities or commodities, including cryptocurrency or digital assets, for any consideration, compensation, or economic benefit.

10. ORDERED, ADJUDGED AND DECREED that Defendant Alex Mashinsky shall not engage, or attempt to engage, in any manner in forming or causing to form, or working for or in aid or assistance of, any entity for the purpose of soliciting, or causing investors or customers to invest in securities or commodities, including cryptocurrency or digital assets.

IV. Cooperation and Other Terms

11. ORDERED, ADJUDGED AND DECREED that Defendant Alex Mashinsky shall cooperate fully and promptly with OAG in providing proof of his compliance with the terms of the Forfeiture Order and the Plea Agreement, including providing OAG with proof of his full satisfaction of the terms thereof.

12. ORDERED, ADJUDGED AND DECREED that Defendant Alex Mashinsky shall cooperate fully and promptly with OAG in any and all OAG investigations and actions and such cooperation shall include but not be limited to providing full and truthful testimony including by affidavit as directed by OAG and furnishing to OAG all documents, records and other materials in Mashinsky's lawful possession, custody or control that may be relevant to all inquiries made by OAG.

V. Miscellaneous

13. ORDERED, ADJUDGED AND DECREED that Defendant Alex Mashinsky, having admitted that he violated the Martin Act and Executive Law § 63(12) by making false and materially misleading statements and omissions to investors concerning Celsius's approval by regulators as alleged in Paragraphs 112-115 of the Complaint, and by making material

misstatements and omissions concerning Mashinsky's sales of CEL token, and having pled guilty to Counts Two and Five of the Indictment, shall not take any action or make or permit any public statement denying, directly or indirectly, any finding in the Stipulation and Consent Order or creating the impression that they are without legal or factual basis. Nothing in this provision shall affect Mashinsky's right to take legal positions in other proceedings to which OAG is not a party, regarding the same or similar conduct, including in connection with Mashinsky's petition for relief pursuant to 28 U.S.C. § 2255 in the Criminal Case.

14. ORDERED, ADJUDGED AND DECREED that failure to comply with any provision of this Consent Order, or any related agreement in the Stipulation, shall be deemed a violation of this Consent Order. Upon any such violation, OAG may take any and all steps and remedies available to enforce this Consent Order, including civil or criminal contempt, and nothing in this Consent Order shall bar or preclude OAG from using statements, documents, or materials produced or provided by Defendant Alex Mashinsky prior to or after the date of entry of this Consent Order, and any statute of limitations or other time-related defenses are tolled from and after the date of entry of this Consent Order.

15. ORDERED, ADJUDGED AND DECREED that evidence of violation of this Consent Order or Stipulation shall constitute prima facie proof of a violation of the Martin Act and Executive Law § 63(12).

16. ORDERED, ADJUDGED AND DECREED that in any subsequent litigation or proceeding by OAG, including in a proceeding to enforce this Consent Order or Stipulation or OAG's rights to any payment or money judgment pursuant to this Consent Order or Stipulation, such as a nondischargeability complaint in any bankruptcy case, the facts alleged in the Complaint shall be taken as true, without further proof thereof and will be deemed admitted by

Defendant Alex Mashinsky. These facts are sufficient to establish all the elements necessary to sustain an action by OAG for violations of the Martin Act and Executive Law § 63(12), including in an action pursuant to § 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A). The Consent Order and/or Stipulation shall have collateral estoppel effect for such purposes.

17. ORDERED, ADJUDGED AND DECREED that this Consent Order is entered into solely for the purpose of resolving this action, and other than the obligations and provisions set forth herein, this Consent Order does not limit or create liability for Defendant Alex Mashinsky nor limit or create defenses for Defendant Alex Mashinsky to any victims.

18. ORDERED, ADJUDGED AND DECREED that nothing contained in this Consent Order shall be construed to limit the rights of a person or an entity who is not a party to this action.

19. ORDERED, ADJUDGED AND DECREED that nothing in this Consent Order shall be construed as to deprive any party of any private right under the law.

20. ORDERED, ADJUDGED AND DECREED that if any clause, provision or section of this Consent Order shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision or section of this Consent Order and this Consent Order shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or provision had not been contained herein.

21. ORDERED, ADJUDGED AND DECREED that nothing in this Consent Order shall be construed as relieving Defendant Alex Mashinsky of his obligation to comply with all state and federal laws and regulations, nor shall any of the terms of this Consent Order be

deemed to grant Defendant Alex Mashinsky permission to engage in any acts or practices prohibited by such laws and regulations.

22. ORDERED, ADJUDGED AND DECREED that any failure of OAG to exercise any right under this Consent Order shall not constitute a waiver of any rights of OAG hereunder, and OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Consent Order and Stipulation.

23. ORDERED, ADJUDGED AND DECREED that all correspondence and payments required herein shall be delivered or mailed to the following address, unless a different address is specified in writing by the party changing such address:

If to OAG:

Tanya Trakht
Office of the Attorney General of the
State of New York
28 Liberty Street, 21st Floor
New York, New York 10005
tanya.trakht@ag.ny.gov

If to Defendant Alex Mashinsky:

Alexander Mashinsky
#68096-510
FCI Otisville
FEDERAL CORRECTIONAL INSTITUTION
P.O. BOX 1000
OTISVILLE, NY 10963

24. ORDERED, ADJUDGED AND DECREED that the Court hereby retains jurisdiction to enforce this Consent Order and all disputes arising under this Consent Order shall be submitted to the Court, and the Court retains authority to decide all such disputes.

25. ORDERED, ADJUDGED AND DECREED that if this Court determines that Defendant Alex Mashinsky has violated this Consent Order, Defendant Alex Mashinsky shall pay to OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Consent Order including, without limitation, legal fees, expenses, and court costs.

Dated:

HON. ANAR RATHOD PATEL, AJSC