

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

----- X

THE PEOPLE OF THE STATE OF NEW YORK :

By LETITIA JAMES, :

Attorney General of the State of New York, :

Plaintiff, :

-against- :

NOVA TECH LTD, NOVATECH ADVISORS, LLC, :

AWS MINING PTY LTD, CYNTHIA PETION, :

EDDY PETION, MARTIN ZIZI, JAMES CORBETT, :

FRANTZ CICERON, NOVAPAY, LLC, KINGS :

MULTI SERVICES AGENCY LLC, TRINITY OF :

SUCCESS, POSITIVE VISION MARKETING, LLC

Defendants.

----- X

**STIPULATION AND
CONSENT**

Index No.: 451633/2024

Hon. Anar Rathod Patel A.J.S.C.

Commercial Division

Part 45

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 June 6, 2024 (“Complaint”), pursuant to New York General Business Law (“GBL”) §§ 352, *et seq.* (the “Martin Act”) and New York Executive Law § 63(12) against Nova Tech Ltd, NovaTech Advisors, LLC, AWS Mining PTY LTD, Cynthia Petion, Eddy Petion, Martin Zizi, James Corbett, Frantz Ciceron, NovaPay, LLC, Kings Multi Services Agency LLC, Trinity of Success, and Positive Vision Marketing, LLC alleging (a) fraudulent offers and sales of securities and commodities in AWS Mining PTY LTD (“AWS Mining”), (b) a fraudulent scheme to offer and sell securities and commodities in NovaTech FX (“NovaTech”); (c) the unregistered offers and sales of securities and commodities; and (d) the promotion of illegal chain distributor schemes; and

WHEREAS the OAG has alleged in the Complaint that Defendant Frantz Ciceron (“Ciceron”) and Kings Multi Services Agency LLC, the entity owned and controlled by

Defendant Ciceron (together, the “Ciceron Defendants”) violated the Martin Act and Executive Law § 63(12) by making false and misleading statements in the offer and sale of securities in the form of AWS Mining contracts and NovaTech’s trading packages, by offering for sale these securities while unregistered as salespersons with the OAG, and for promoting illegal chain distributor schemes; and

WHEREAS on August 22, 2024, the Ciceron Defendants filed their Answer; and

WHEREAS the OAG and the Ciceron Defendants are collectively referred to herein as the “Parties;” and

WHEREAS the Parties now desire to resolve the claims alleged in the Complaint against the Ciceron Defendants upon the terms set forth below and in the annexed Consent Order and Judgment (the “Consent Order”); and

WHEREAS the Ciceron Defendants agreed to the relief specified herein and in the Consent Order to resolve without further litigation the OAG’s claims alleged in the Complaint,

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

1. The Ciceron Defendants admit that they have been properly served with a copy of the Summons and Complaint, and desire to settle and resolve this proceeding in its entirety as set forth in the Consent Order.
2. The Ciceron Defendants waive any and all arguments concerning lack of personal or subject matter jurisdiction.
3. The Ciceron Defendants neither admit nor deny the allegations contained in the Complaint.

4. The Ciceron Defendants acknowledge that they have received and reviewed a copy of the annexed Consent Order and agree to the terms, obligations, and duties it imposes.

5. Defendant Frantz Ciceron represents and warrants that he has the authority to execute this Stipulation and Consent on behalf of Defendant Kings Multi Services Agency LLC.

6. This Stipulation and Consent is entered into by the Ciceron Defendants as their own free and voluntary act with full knowledge after consultation with counsel and understanding of the nature of the actions, terms, obligations, and duties imposed upon them by the Consent Order. The Ciceron Defendants agree that no offers, agreements, or inducements of any nature whatsoever have been made to them by the OAG or any employees of the OAG to procure this Stipulation and Consent except as set forth in the annexed Consent Order.

7. The Ciceron Defendants attest that as of the date of execution of this Stipulation and Consent, the Ciceron Defendants are not insolvent and have adequate funds and resources to pay the agreed-upon settlement payment to the State of New York as set forth in the Consent Order and defined therein as “Monetary Relief.”

8. The Ciceron Defendants agree and acknowledge that failure to comply with any provision of the Consent Order, or any related agreement in this Stipulation and Consent, shall be deemed a violation of the Consent Order. Upon any such violation, the 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 the OAG from using statements, documents, or materials produced or provided by the Ciceron Defendants 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.

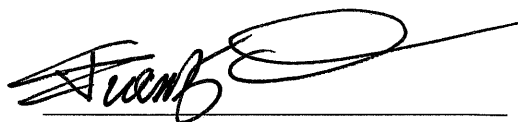
9. The Ciceron Defendants agree and acknowledge, in the event the Consent Order is voided, breached, or invalidated as a result of action by the Ciceron Defendants, that the annexed Consent Order shall in no way bar or otherwise preclude the OAG from commencing, conducting, or prosecuting any investigation, action or proceeding, however denominated, related to the Consent Order, against the Ciceron Defendants, or from using in any way any statements, documents or other materials produced or provided by the Ciceron Defendants 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.

10. The annexed Consent Order shall be entered against the Ciceron Defendants without further notice. The Ciceron Defendants consent to the entry of the Consent Order without further notice and agree to waive notice of entry thereof.

11. The 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

May 14, 2026



Frantz Ciceron
Individually



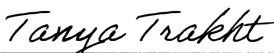
Frantz Ciceron
*On behalf of Kings Multi Services
Agency LLC*



Carlo M. Fusco, *Esq.*
Attorney for the Ciceron Defendants

LETITIA JAMES
Attorney General of the
State of New York

BY:



TANYA TRAKHT
Senior Enforcement Counsel
Attorney for Plaintiff

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

----- X
THE PEOPLE OF THE STATE OF NEW YORK :
By LETITIA JAMES,
Attorney General of the State of New York, : Index No.: 451633/2024

Plaintiff, : Hon. Anar Rathod Patel A.J.S.C.
-against- : Commercial Division

NOVA TECH LTD, NOVATECH ADVISORS, LLC, : Part 45
AWS MINING PTY LTD, CYNTHIA PETION, :
EDDY PETION, MARTIN ZIZI, JAMES CORBETT, :
FRANTZ CICERON, NOVAPAY, LLC, KINGS
MULTI SERVICES AGENCY LLC, TRINITY OF
SUCCESS, POSITIVE VISION MARKETING, LLC

Defendants.

----- X

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 June 6, 2024 (“Complaint”), against Nova Tech Ltd, NovaTech Advisors, LLC, AWS Mining PTY LTD, Cynthia Petion, Eddy Petion, Martin Zizi, James Corbett, Frantz Ciceron, NovaPay, LLC, Kings Multi Services Agency LLC, Trinity of Success, and Positive Vision Marketing, LLC, alleging violations of New York General Business Law (“GBL”) §§ 352 *et seq.* (the “Martin Act”) and the New York Executive Law § 63(12). On August 22, 2024, Defendant Frantz Ciceron (“Ciceron”) and Defendant Kings Multi Services Agency LLC, the entity owned and controlled by Defendant Frantz Ciceron (together, the “Ciceron Defendants”) filed their Answer. Neither the facts alleged in the Complaint nor the responses in the Answer have been adjudicated by the Court with respect to the Ciceron Defendants in this action.

Upon reading and filing the foregoing, and the Stipulation and Consent, dated May 14, 2026, in which the Ciceron Defendants acknowledge receipt of the Summons and Complaint, consent to entry of this Consent Order and Judgment (the “Consent Order”) to fully and finally resolve this action as set forth below, and waive notice of entry thereof,

NOW, on motion of the OAG and on the above pleadings, and on the consent of the Ciceron Defendants, it is hereby

1. ORDERED, ADJUDGED AND DECREED that Defendants Frantz Ciceron and Kings Multi Services Agency LLC, as well as each of their agents, or any other person under their direction and control, whether acting individually or in concert with others, or through any corporate or other entity or device through which they may now or hereafter act or conduct business, including businesses in which they have any legal or beneficial interest, are 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 Ciceron and any entities owned and controlled by him and Defendant Kings Multi Services Agency LLC shall surrender and transfer to the State of New York as disgorgement to resolve the claims alleged in the Complaint against the Ciceron Defendants all rights to any present and future distributions due to the Ciceron Defendants, and any of the entities owned or controlled by them, in the matter known as *Commodities Futures Trading Commission v. Eddy Alexandre and EminiFX*, Index No.; 22 Civ 3822 (VEC) pending in the Southern District of New York (the “EminiFX Action”) (“EminiFX Payments”); and it is further

3. ORDERED, ADJUDGED AND DECREED that Defendant Ciceron and any entities owned and controlled by him and Defendant Kings Multi Services Agency LLC shall provide all consent, release, or other authorization necessary to facilitate the surrender and transfer to the State of New York of any and all rights to any present and future distributions due to Defendant Ciceron and any entities owned and controlled by him and Defendant Kings Multi Services Agency LLC in the EminiFX Action; and it is further

4. ORDERED, ADJUDGED AND DECREED that David A. Castleman, the court-appointed receiver in the EminiFX Action or any of his successors (the “EminiFX Receiver”) shall make any and all present and future payments due to Defendant Ciceron or any of the entities owned or controlled by him and to Defendant Kings Multi Services Agency LLC in the EminiFX Action, including any amounts held in escrow by the EminiFX Receiver and any amounts due to be paid under Claim ID 25501 to Defendant Frantz Ciceron and under Claim ID 25232 to Defendant Kings Multi Services Agency LLC, to the State of New York as soon as they are scheduled and available for payment without further notice to Defendant Ciceron or Kings Multi Services Agency LLC; and it is further

5. ORDERED, ADJUDGED AND DECREED that Defendant Ciceron and Defendant Kings Multi Services Agency LLC shall turn over any and all of their rights to accounts in the names or for the benefit of Defendant Ciceron or any of the entities owned or controlled by him and Defendant Kings Multi Services Agency LLC in the EminiFX Action to the OAG, and the EminiFX Receiver shall send any and all notices of any future distributions due to Defendant Ciceron and Defendant Kings Multi Services Agency LLC to OAG; and it is further

6. ORDERED, ADJUDGED AND DECREED that Defendant Ciceron shall also pay as disgorgement to the State of New York to resolve the claims alleged in the Complaint against the Ciceron Defendants the principal amount of \$1,350,000 (One Million and Three Hundred and Fifty Thousand Dollars) (“Additional Monetary Relief”) and that

a. Defendant Ciceron shall pay \$850,000 (Eight Hundred and Fifty Thousand Dollars) thereof within thirty (30) days of execution of this Consent Order by this Court, and that

b. Defendant Ciceron shall pay the remaining \$500,000 (Five Hundred Thousand Dollars) in four annual installments of \$125,000 payable on or before December 31, 2026, December 31, 2027, December 31, 2028, and December 31, 2029 (“Installment Payments”) and it is further

7. ORDERED, ADJUDGED AND DECREED that the EminiFX Receiver shall make the EminiFX Payments and Defendant Ciceron shall pay the Additional Monetary Relief (together with the EminiFX Payments, the “Monetary Relief”) to OAG by wire transfer, with instructions to be provided by the OAG; and it is further

8. ORDERED, ADJUDGED AND DECREED that to secure the payment described by paragraph 6 above, Defendant Ciceron will execute and deliver, the accompanying Affidavit for Judgment by Confession (attached hereto as Exhibit A), confessing judgment for the Additional Monetary Relief amount of \$1,350,000, plus collection fees of twenty two percent (22%) of any unpaid Additional Monetary Relief amount at the time of any subsequent default, plus statutory costs of \$15.00; and it is further

9. ORDERED, ADJUDGED AND DECREED that in the event that Defendant Frantz Ciceron fails to timely and properly make payment as required by paragraph 6 above,

OAG shall provide Defendant Frantz Ciceron with written notice, by first class mail, of such failure. If Defendant Frantz Ciceron does not cure such failure within 30 days of the OAG's written notice, the OAG may file and enter the applicable Affidavit for Judgment by Confession as a judgment against Defendant Frantz Ciceron, at any time, and without further notice, for the balance owed pursuant to this Consent Order at the time of default, less any payments made prior to default, plus the collection fees and statutory costs described above; and it is further

10. ORDERED, ADJUDGED AND DECREED that to enable Defendant Ciceron to implement the payment schedule as outlined in paragraph 6 (b) above, Defendant Ciceron shall execute and deliver to OAG a renewed Affidavit for Judgment by Confession 30 months after the execution of the first Affidavit for Judgment by Confession; and it is further

11. ORDERED, ADJUDGED AND DECREED that this Consent Order may be docketed by OAG as a money judgment against the Ciceron Defendants, pursuant to New York Civil Practice Law and Rules §2222 and OAG shall have execution thereon; and it is further

12. ORDERED, ADJUDGED AND DECREED that this Consent Order shall not be used by any third party in any other proceeding.

II. General Injunction

13. ORDERED, ADJUDGED AND DECREED that the Ciceron Defendants shall not engage, or attempt to engage, in conduct in violation of the Martin Act, including GBL § 359-e and GBL § 359-fff, and the Executive Law § 63(12), and expressly agree and acknowledge that any such conduct is a violation of this Consent Order.

III. Specific Injunction

14. ORDERED, ADJUDGED AND DECREED that the Ciceron Defendants shall not engage, or attempt to engage, in any multi-level-marketing or chain distributor scheme, also

known as a pyramid scheme, which involves the solicitation of funds, whether fiat or cryptocurrency, for investment or otherwise.

15. ORDERED, ADJUDGED AND DECREED that other than for Defendant Frantz Ciceron's own personal purchase or sale, the Ciceron Defendants 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, the Securities Act of 1933, the Securities Exchange Act of 1934, Investment Advisers Act of 1940, Investment Company Act of 1940, or the Commodities Exchange Act.

16. ORDERED, ADJUDGED AND DECREED that the Ciceron Defendants 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 any other capacity.

17. ORDERED, ADJUDGED AND DECREED that the Ciceron Defendants 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, and from forecasting, advising, or in any other manner suggesting either orally or in writing any method or methods to be used in connection with the purchase or sale of securities or commodities, including cryptocurrency and digital assets.

18. ORDERED, ADJUDGED AND DECREED that Defendant Ciceron 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.

19. ORDERED, ADJUDGED AND DECREED that Defendant Ciceron shall not serve as an officer or director of any entity engaged in the offer or sales of securities or commodities, including cryptocurrency and digital assets, or of any multi-level-marketing or chain distributor entity which involves the solicitation of funds, whether fiat or cryptocurrency, for investment or otherwise.

20. ORDERED, ADJUDGED AND DECREED that paragraphs 14-19 of this Specific Injunction section are not intended to form the basis of any disqualification from the Ciceron Defendants' ability to maintain their license and operation of insurance business.

IV. Cooperation and Other Terms

21. ORDERED, ADJUDGED AND DECREED that Defendant Ciceron shall cooperate fully and promptly with OAG in any and all matters relating to the conduct described in the Complaint until the date upon which all OAG investigations and actions arising out of such conduct are concluded. Willful and material failure to comply with this paragraph in any respect shall be a violation of this Consent Order. That cooperation shall include but not be limited to:

- a. Attending all meetings at which OAG requests Defendant Ciceron's presence and

answering questions fully and truthfully;

- b. Voluntarily appearing and fully, fairly, and truthfully testifying at any trial and at any other proceeding that OAG may direct;

- c. Providing full and truthful testimony including by affidavit as directed by OAG.

This includes: 1) providing testimony sufficient to authenticate documents and records, including but not limited to any and all documents and records previously produced by Defendant Ciceron to OAG or which Defendant Ciceron may in the future produce to OAG; and 2) providing testimony concerning the facts referenced in the Complaint. Defendant Ciceron agrees, with respect to any action or proceeding involving OAG, to waive any claim that would otherwise limit or prevent him from testifying to authenticate such records and/or testifying as referenced in this Consent Order.

- d. Furnishing to OAG all documents, records and other material in the Ciceron Defendants' lawful possession, custody or control that may be relevant to all inquiries made by OAG relating to the conduct set forth in the Complaint;
- e. Retaining true, complete, and accurate copies of all documents and records previously produced to OAG during the OAG's investigation, as well as true and accurate copies of all documents and records that are produced to OAG pursuant to this Consent Order; and
- f. Retaining true, complete and accurate copies of all documents and communications related to any persons named or referenced in the Complaint.

V. Miscellaneous

22. ORDERED, ADJUDGED AND DECREED that failure to comply with any provision of the Consent Order, or any related agreement in the Stipulation and Consent, shall be deemed a violation of this Consent Order. Upon any such violation, the OAG may take any and all steps and remedies available to enforce the Consent Order, including civil or criminal contempt, and nothing in the Consent Order shall bar or preclude the OAG from using statements, documents, or materials produced or provided by the Ciceron Defendants 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.

23. ORDERED, ADJUDGED AND DECREED that evidence of violation of this Consent Order or Stipulation and Consent shall constitute prima facie proof of a violation of the Martin Act, including GBL § 359-e and GBL § 359-fff, and the Executive Law § 63(12).

24. ORDERED, ADJUDGED AND DECREED that in any subsequent litigation or proceeding by OAG, including in a proceeding to enforce this Consent Order or Stipulation and Consent or OAG's rights to any payment or money judgment pursuant to Consent Order or Stipulation and Consent, 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 the Ciceron Defendants including for purpose of any subsequent proceeding or action by OAG for violations of the Martin Act, including GBL § 359-e, and GBL § 359-fff, and the 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 the Stipulation and Consent shall have collateral estoppel effect for such purposes.

25. 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 the Ciceron Defendants nor limit or create defenses for the Ciceron Defendants to any victims.

26. 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.

27. 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.

28. 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.

29. ORDERED, ADJUDGED AND DECREED that nothing in this Consent Order shall be construed as relieving the Ciceron Defendants of their 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 the Ciceron Defendants permission to engage in any acts or practices prohibited by such laws and regulations.

30. 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 the 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 and Consent to be performed by the Ciceron Defendants.

31. 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 the Ciceron Defendants:

Carlo M. Fusco
C.M. FUSCO LAW GROUP, P.C.
70 Charles Lindbergh Blvd. Suite 201
Uniondale, New York 11553
cmf@fuscolawgroup.com

32. 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.

33. ORDERED, ADJUDGED AND DECREED that if this Court determines that the Ciceron Defendants have violated this Consent Order, the Ciceron Defendants shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Consent Order or the Confession of Judgment, including without limitation legal fees, expenses, and court costs.

Dated:

HON. ANAR RATHOD PATEL A.J.S.C.

EXHIBIT A

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

-----X

THE PEOPLE OF THE STATE OF NEW YORK,
by LETITIA JAMES,
Attorney General of the State of New York,

Plaintiff,

-against-

NOVA TECH LTD, NOVATECH ADVISORS, LLC,
AWS MINING PTY LTD, CYNTHIA PETION,
EDDY PETION, MARTIN ZIZI, JAMES CORBETT,
FRANTZ CICERON, NOVAPAY, LLC, KINGS
MULTI SERVICES AGENCY LLC, TRINITY OF
SUCCESS, POSITIVE VISION MARKETING, LLC,

Defendants.

-----X

Index No.: 451633/2024

Hon. Anar Rathod Patel A.J.S.C.

Commercial Division

Part 45

AFFIDAVIT FOR JUDGMENT BY CONFESSION

STATE OF NEW YORK)
 : SS.:
COUNTY OF _____)

FRANTZ CICERON, being duly sworn, deposes and says:

1. I am a defendant in the above-captioned action.
2. I reside in the State of New York. Pursuant to the New York CPLR § 3218, I hereby authorize entry of judgment in the County of New York, State of New York, or any county in the State of New York and submit to the jurisdiction of the State of New York, notwithstanding my residency, in the event that I fail to timely pay what I have agreed to pay as described herein.

3. Pursuant to Stipulation and Consent dated May 14, 2026 (“Stipulation”) between Plaintiff, the People of the State of New York by Letitia James, Attorney General of the State of New York (“OAG” or “Plaintiff”), myself, and defendant Kings Multi Services Agency LLC, an entity I own and control, and pursuant to the Consent Order and Judgment, entered by the Court on _____ (“Consent Order”), I have agreed to pay \$1,350,000.00 (One Million Three Hundred and Fifty Thousand Dollars) as partial payment to resolve the claims in the above-captioned action OAG brought against me, Defendant Kings Multi Services Agency LLC, and others on June 6, 2024, in the Supreme Court of the State of New York, County of New York, with Index No. 451633/2024, by the service of the Complaint (the “Complaint”), alleging violation of New York General Business Law (“GBL”) §§ 352 *et seq.* (the “Martin Act”) and New York Executive Law § 63(12).

4. This confession of judgment is for a debt justly due to Plaintiff arising out of the following facts: OAG, I, and Defendant Kings Multi Services Agency LLC, an entity I own and control, entered into the Stipulation and the Court entered the Consent Order to resolve the claims in the above-entitled action brought by OAG against me and Defendant Kings Multi Services Agency LLC by the Complaint. The terms of the Stipulation and Consent Order are expressly incorporated herein, and the Stipulation and Consent Order are attached hereto as Exhibit 1. In exchange for OAG discontinuing the action against me and Defendant Kings Multi Services Agency LLC, I agreed to make a payment to OAG in the amount of \$1,350,000.00, consisting of \$850,000 payable within thirty (30) days of execution of the Consent Order by this Court and four annual installments of \$125,000 payable on or before December 31, 2026, December 31, 2027, December 31, 2028, and December 31, 2029, in accordance with Stipulation

and Consent Order. In the event that I fail to make those payments timely as required by the Stipulation and Consent Order, the debt is due to OAG.

5. I confess judgment pursuant to CPLR § 3218 in favor of OAG, for the sum of \$1,350,000.00 less any part of said sum that has been timely paid by me pursuant to the Stipulation and Consent Order in the above-entitled action.

6. I hereby authorize the OAG to enter judgment against me in the total sum of \$1,350,000.00, less the total amount of any payments that have been made pursuant to the Stipulation and Consent Order, plus collection fees of twenty-two percent (22%) of any unpaid amount, plus statutory costs of \$15.00, and I hereby authorize the OAG or its authorized agents to enter judgment against me for that sum.

7. By signing this Affidavit for Judgment by Confession, I understand that should I fail to pay the \$1,350,000.00 or any portion thereof pursuant to the Stipulation and Consent Order, OAG may file this Affidavit for Judgment by Confession as a judgment against me.

8. To enable me to implement the payment schedule as outlined in paragraph 6 (b) of the Consent Order and paragraph 4 above, I agree to execute and deliver to OAG a renewed Affidavit for Judgment by Confession 30 months after the execution of this Affidavit for Judgment by Confession.

9. Upon all payments being made under the Stipulation and Consent Order in a timely manner pursuant to the terms of the Stipulation and Consent Order, this confession of judgment shall be void.

10. Changes to this Affidavit for Judgment by Confession must be in writing, signed by me and an authorized representative of OAG.

11. This confession of judgment is not for the purpose of securing OAG against a contingent liability and is not an installment loan within the prohibition of CPLR § 3201.

12. This confession of judgment does not relate to a consumer debt.

FRANTZ CICERON

Sworn to before me this
_____ day of _____, 2026

Notary Public

My commission expires: