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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

11 **SECURITIES AND EXCHANGE**  
12 **COMMISSION,**

13 Plaintiff,

14 vs.

15 **ZERA FINANCIAL LLC,**  
16 **LUIS A. ROMERO, aka LUIS A.**  
17 **ROMERO-NAVARETTE; aka LUIS**  
**A. ROMERO-NAVARETE,**

18 Defendants.  
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Case No. 8:23-cv-01807-CJC (ADSx)

**COMPLAINT**

**(FILED UNDER SEAL)**

1 Plaintiff Securities and Exchange Commission (“SEC” or “Commission”) files  
2 this complaint against Defendants Zera Financial LLC (“Zera”) and Luis A. Romero  
3 (“Romero”) and alleges:

4 **JURISDICTION**

5 1. The Court has jurisdiction over this action under Sections 20(b),  
6 20(d)(1), and 22(a) of the Securities Act of 1933 (“Securities Act”), 15 U.S.C.  
7 §§ 77t(b), 77t(d)(1) & 77v(a), and Sections 21(d)(1), 21(d)(3)(A), 21(e), and 27(a) of  
8 the Securities Exchange Act of 1934 (“Exchange Act”), 15 U.S.C. §§ 78u(d)(1),  
9 78u(d)(3)(A), 78u(e) & 78aa(a).

10 2. Defendants have, directly or indirectly, made use of the means or  
11 instrumentalities of interstate commerce, of the mails, or of the facilities of a national  
12 securities exchange in connection with the transactions, acts, practices, and courses of  
13 business alleged in this complaint.

14 3. Venue is proper in this district under Section 22(a) of the Securities Act,  
15 15 U.S.C. § 77v(a), and Section 27(a) of the Exchange Act, 15 U.S.C. § 78aa(a),  
16 because Zera is headquartered in this district and Romero resides in this district.

17 **SUMMARY**

18 4. This securities fraud enforcement action involves an ongoing, Ponzi-like  
19 scheme in which Zera and Romero have raised more than \$2.2 million from about  
20 168 investors and have dissipated most investor funds. The federal securities laws  
21 vest in this Court the power to enjoin, on an emergency basis, further violations of  
22 law. The Court also has the equitable authority to freeze the assets of securities law  
23 violators, order Defendants to provide a sworn accounting of their financial affairs,  
24 and prohibit Defendants from destroying relevant documents. Because Defendants  
25 continue to raise money from investors and have a history of quickly dissipating  
26 investor funds for personal use, the SEC now brings this action to secure that  
27 emergency relief in this Court.  
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1           5.       Through a public website, a mobile application, an Instagram account,  
2 and word of mouth, Defendants promise investors 3% monthly returns—amounting  
3 to more than 36% annual returns—on investments of as little as \$500. Besides these  
4 incredible monthly returns, Defendants also falsely represented that investments in  
5 Zera were FDIC insured. Romero further falsely posed as a Zera investor in an online  
6 forum to quell concerns that Zera’s returns were too good to be true. But they are too  
7 good to be true. In fact, Zera has no meaningful business apart from raising money  
8 and making Ponzi-like payments to investors. Moreover, Romero misappropriates  
9 and commingles investor funds with his own. He has deposited hundreds of  
10 thousands of investor dollars in various crypto asset accounts held in his own name  
11 and has spent hundreds of thousands of investor dollars on personal expenses,  
12 including an electric truck, rent, and even tropical fish.

13           6.       Through their conduct, Zera and Romero violated the antifraud  
14 provisions of Section 10(b) of the Exchange Act and Rule 10b-5 thereunder,  
15 15 U.S.C. § 78j(b) and 17 C.F.R. § 240.10b-5, and the antifraud provisions of Section  
16 17(a) of the Securities Act, 15 U.S.C. § 77q(a).

17           7.       In addition to emergency relief, the SEC seeks permanent injunctions  
18 against future violations of Exchange Act Section 10(b) and Rule 10b-5 thereunder  
19 and Securities Act Section 17(a), conduct-based injunctions prohibiting Zera and  
20 Romero from participating in the issuance, purchase, offer, or sale of any security,  
21 civil penalties, disgorgement of all ill-gotten gains, and an order barring Romero from  
22 serving as an officer or director of a public company.

### **THE DEFENDANTS**

24           8.       **Zera Financial LLC** is a California LLC headquartered in Westminster,  
25 California.

26           9.       **Luis A. Romero**, age 25, resides in Westminster and/or Irvine,  
27 California. Romero is the CEO, sole owner, and control person of Zera.

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**THE ALLEGATIONS**

1  
2 10. Since at least January 2021 through the present, Zera has raised about  
3 \$2.28 million from at least 170 investors.

4 11. Zera maintains a website, zerafinancial.com, which is available to the  
5 general public and which promises to investors: “Get paid a fixed 3% interest on your  
6 deposit every month. Withdraw or redeposit your interest every month.”

7 12. An investment-return calculator on Zera’s website allows prospective  
8 investors to “See How Much You Can Make” by entering and adjusting principal  
9 investment amounts and term length.

10 13. Investor agreements with Zera state that the minimum term is 6 months  
11 for investments of \$500 to \$15,000; one year for investments of \$15,001 to \$100,000;  
12 and two years for investments over \$100,000.

13 14. Zera’s website states that interest may be withdrawn or redeposited each  
14 month, but that principal investments cannot be withdrawn before the end of the  
15 investor’s term without incurring an unspecified penalty. Investor agreements with  
16 Zera further state that the early-withdrawal penalty is 15% of total account funds.

17 15. Zera solicits investors through its website, an Instagram account with the  
18 handle @zerafinancial, and by word of mouth.

19 16. In addition, Zera’s website contains links to its mobile application,  
20 which is available for Apple devices on the App Store and for Android devices on  
21 Google Play.

22 17. The download pages for both versions of the application repeat many of  
23 the same statements set forth on Zera’s website, including the promise to “EARN A  
24 FIXED 3% INTEREST EVERY MONTH!”

25 18. Zera’s Instagram account promised returns of “3% IN 1 MONTH. 18%  
26 IN 6 MONTHS. 36% IN 1 YEAR. 72% IN 2 YEARS. 108% IN 3 YEARS.”

27 19. Zera pooled investor funds in a number of bank accounts to be managed  
28 by Zera and Romero.

1 20. Investors are entirely passive and the returns Zera promised are derived  
2 solely from the efforts of Zera and Romero.

3 21. Investments in Zera are securities in the form of investment contracts.

4 **The Fraud**

5 22. Zera and Romero made materially false and misleading statements to  
6 investors on Zera’s website, Instagram account, and in oral and written  
7 communications with prospective investors and investors.

8 **False Statements About FDIC Insurance and Investment Safety**

9 23. Zera and Romero made false and misleading representations to investors  
10 about the safety of investments with Zera and how those investments were secure  
11 because they were FDIC insured.

12 24. Before March 2023, Zera’s website stated, “Your accounts are insured  
13 with the FDIC . . . .”

14 25. In addition, the website’s FAQs contained the following entries:

15 (a) “How Safe Is This?”

16 The FDIC (Federal Deposit Insurance Corporation) insures our  
17 accounts up to \$250,000.”

18 (b) “What Will Happen To My Funds If Zera Collapses?”

19 As long as our total value of accounts do not exceed FDIC limits  
20 you will not lose any portion of your funds if Zera collapses.”

21 26. On its Instagram account, Zera similarly stated that “Funds Held In  
22 FDIC Insured Bank.”

23 27. Many potential investors inquired about the safety of investments with  
24 Zera, asking about Zera’s claim to be FDIC insured. Zera repeatedly emphasized that  
25 because of FDIC insurance, investments with Zera were “secure.”

26 28. For example, on or about August 24, 2022, when asked by one  
27 prospective investor whether funds deposited to Zera are “guaranteed like a CD or  
28

1 high-yield account,” a representative of Zera replied, “Yes .... So as long as your  
2 account isn’t over \$250k your funds are secure.”

3 29. On or about August 31, 2022, when asked by a prospective investor to  
4 explain how Zera could offer such high returns while maintaining investor funds in  
5 FDIC-insured accounts, a representative of Zera responded, “When in the process of  
6 being FDIC insured they require us to have reserves to become a member. So when a  
7 new user signs up and deposits we leave your funds where it’s secured in the insured  
8 bank . . . and we tap in to our reserves and use that to gain a return. ... Example you  
9 deposit \$10k we leave those in the insured bank and we use \$10k from our reserves to  
10 use and gain a return.”

11 30. On or about November 2, 2022, in response to questions about why Zera  
12 did not appear on the FDIC’s website as an insured institution, a representative of  
13 Zera responded that Zera was “in the process of being a direct FDIC member,” and  
14 that in the meantime banks “share[] their infrastructure” with Zera, including  
15 “insuring your account for up to \$250k with the FDIC.”

16 31. On or about November 21, 2022, another investor asked, “So, just to be  
17 clear, if anything were to happen to Zera and Zera went out of business when I had  
18 funds invested with you, would my funds be guaranteed?” A representative of Zera  
19 replied, “Yes correct your funds will still be secure in the unlikely failure of Zera. We  
20 use a system called BaaS (banking as a service) which allows nonbank companies  
21 [to] offer banking services by partnering with banks to use their infrastructure that  
22 includes FDIC insurance[.]”

23 32. These statements about FDIC insurance and investment safety were false  
24 and misleading. Zera was not a FDIC member, held only a small amount of investor  
25 funds in FDIC-insured bank accounts and only for relatively short periods of time,  
26 and had no meaningful reserves.

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1 33. These statements about FDIC insurance and investment safety were  
2 material. Investors would have considered it important to know that their investments  
3 with Zera were not, in fact, FDIC insured.

4 34. On February 15, 2023, the FDIC’s Legal Division sent Zera a letter  
5 demanding that it “cease and desist, and take immediate corrective action to address  
6 the[] false and misleading statements” on its website, highlighting the above  
7 misrepresentations from Zera’s website FAQ’s.

8 35. Zera removed references to FDIC insurance from its website and  
9 Instagram accounts by early March 2023.

10 36. After the FDIC’s letter, however, Defendants continued to lie to  
11 investors about the safety of Zera investments.

12 37. For example, on or about March 12, 2023, an investor sent text messages  
13 to Zera containing photos of the FDIC’s letter. A representative from Zera responded,  
14 stating that “the matter is resolved [*sic*] Zera has not admitted to any liability for the  
15 allegations. Your funds are secured. Zera guarantees your funds . . . .”

16 **False Statements About Management of Investor Funds**

17 38. Zera and Romero also made false and misleading representations to  
18 investors about Zera’s management of investor funds.

19 39. For example, during an in-person meeting with an investor in December  
20 2021, Romero falsely claimed that he worked with investors or bankers to manage  
21 investor funds.

22 40. In fact, only Romero managed investor funds.

23 41. During the same meeting, Romero told this same investor that Zera  
24 invested in real estate, which he represented was his “bread and butter.”

25 42. In June 2023, Romero later met the same investor in an apartment in  
26 Irvine, California.

27 43. Romero falsely represented to the investor that he owned the apartment  
28 and rented it out on AirBnb.

1 44. In fact, Romero leases the apartment, and his lease agreement prohibits  
2 short-term rentals on AirBnb.

3 45. Defendants engaged in no meaningful real estate investing to generate  
4 the promised returns for Zera investors. Rather, Romero only purchased a single,  
5 unimproved desert lot in San Bernardino County for less than \$50,000, and he  
6 transacted in his own name.

### 7 **Romero Poses as an Investor on Reddit**

8 46. In or about September 2022, a Reddit user asked on a discussion thread  
9 whether anyone had experience with Zera, noting that its promised returns of 3% per  
10 month seemed “like a too-good-to-be true situation but they are FDIC insured.”

11 47. Romero, using the handle Mediocre-Bird3979, which is registered to the  
12 email address itsluisromero@gmail.com, claimed: “I was referred to [Zera] by a  
13 friend who had put some money with Zera. I opened a \$45k account and just finished  
14 my term. I withdrew every month \$1,350, but closed out the account to see if I will  
15 [sic] get my initial \$45k deposit back and I did 2 days later. I’m starting another term  
16 with \$70k. I had no issues with them.”

17 48. Elsewhere on the same thread, Romero, as Mediocre-Bird3979,  
18 challenged other posters’ skepticism of Zera, stating, “Scared money makes no  
19 money” and “Most of the people saying it’s a scam or ponzi [sic] I’m sure don’t even  
20 have an account.”

### 21 **Defendants Lull Existing Investors**

22 49. Defendants falsely represented to existing investors that their  
23 investments were earning returns.

24 50. Investors received a text message from Zera each month, informing them  
25 how much interest they had “earned” in the previous month.

26 51. Investors who used Zera’s mobile application had access to “account  
27 statements” that Defendants created, which purported to show investors’ monthly  
28 return on investment being added to their account balances.



1 52. The text messages and account statements were false and misleading.

2 53. Zera was not earning the promised returns.

3 54. In Spring 2023, Zera investors began having trouble making withdrawals  
4 of purported returns.

5 55. For example, beginning in April 2023, one investor made multiple  
6 unsuccessful attempts to withdraw his returns.

7 56. In April, May, and June, Romero made various excuses to this investor  
8 for the failed withdrawals, including that the investor needed to “refresh” Zera’s  
9 mobile application, and that Zera was having trouble with its bank accounts and  
10 working on alternative methods of paying investors.

11 57. In late June 2023, the investor flew to California to meet Romero.  
12 There, Romero told the investor that he did not have enough cash to pay him but gave  
13 the investor a check for \$25,500.

14 58. Romero said that he planned to sell some horses and real estate that he  
15 owned and would tell the investor that he could deposit the check once those sales  
16 were final.

17 59. Romero never informed the investor that he could deposit the check.

18 **Defendants Make Ponzi-Like Payments**

19 60. From 2021 through August 2023, about \$2.15 million, or nearly 79%, of  
20 the money in Zera’s and Romero’s bank accounts consisted of investor funds.

21 61. Zera made substantial Ponzi-like payments to investors from other  
22 investor funds.

23 62. From about January 2021 through November 2022, Romero transferred  
24 about \$345,000 of investor funds from Zera’s bank accounts and his personal bank  
25 accounts (including investor funds passed through a crypto asset account in Romero’s  
26 mother’s name) into three crypto asset accounts on crypto trading platforms, all of  
27 which were in Romero’s name.

28 63. Through August 2023, less than \$55,000 has come back into Zera’s bank

1 accounts from the crypto trading platforms.

2 64. Even if the deposits from the crypto trading platforms represented gains  
3 from trading, Defendants made over \$580,000 in payments to investors, far exceeding  
4 any amounts that could conceivably be derived from Defendants' purported investing  
5 in crypto assets.

6 65. A review of Zera's bank accounts in March and April 2023 illustrate  
7 Defendants' Ponzi-like payments:

8 (a) Zera's bank balance on February 28, 2023, was \$7,404.14.

9 (b) Between March 1, 2023, and April 30, 2023, a total of  
10 \$178,449.49 in deposits from approximately 33 investors were made to the account.

11 (c) Only \$18,329.90 in other non-investor deposits were made into  
12 the account during this time.

13 (d) But in March and April of 2023, approximately \$107,470.44 in  
14 aggregate payments were made to at least 50 investors.

15 **Romero Commingles and Misappropriates Investor Funds**

16 66. Investor funds were not segregated but were commingled with Romero's  
17 personal funds.

18 67. More than \$260,000 of investor funds were deposited into Romero's  
19 personal bank accounts.

20 68. Of the more than \$260,000 in investor funds deposited into Romero's  
21 personal accounts, only about \$33,000 was transferred to a Zera account.

22 69. About \$64,000 was disbursed from Romero's personal bank accounts to  
23 make Ponzi-like payments to investors.

24 70. Another \$120,000 of funds from Romero's personal accounts were  
25 transferred to crypto asset accounts on crypto trading platforms, where they were  
26 commingled with the crypto assets purchased with funds transferred from the Zera  
27 accounts.

28 71. In addition, Romero misused at least \$360,000 of investor funds from

1 Zera's and his personal bank accounts to cover a host of personal expenses including  
2 horseshoes, saddles, and feed; purchases at a tropical fish store; furniture and other  
3 retail purchases; apartment rent; and personal car payments.

4 72. He also transferred about \$61,000 of investor funds to a church.

5 73. Romero has also withdrawn more than \$710,000 in cash from the Zera  
6 accounts.

7 **Romero's Scierter and Negligence**

8 74. Romero, as the sole owner and control person of Zera, knew, or was  
9 reckless in not knowing, that—

10 (a) Zera investments were not FDIC insured or backed by reserves;

11 (b) he did not work with investors or bankers to manage investor  
12 funds;

13 (c) Zera commingled investor funds with Romero's personal funds  
14 and used commingled funds for Romero's personal expenses; and

15 (d) Zera could not pay 3% monthly returns on investments.

16 75. Romero, as the sole owner and control person of Zera, was negligent in  
17 representing that Zera investments were FDIC insured, that he worked with investors  
18 or bankers to manage investor funds, and that Zera paid 3% monthly returns on  
19 investments.

20 76. Romero, as the sole owner and control person of Zera, knew, or was  
21 reckless in not knowing, that text messages and account statements sent to Zera  
22 investors were false.

23 77. Romero, as the sole owner and control person of Zera, was negligent in  
24 causing Zera to send false text messages and account statements to investors showing  
25 non-existent returns.

26 78. Romero, as the sole owner and control person of Zera, knowingly or  
27 recklessly posed as a Zera investor on Reddit.

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1 79. Romero, as the sole owner and control person of Zera, was negligent in  
2 posing as a Zera investor on Reddit.

3 80. Romero, as the sole owner and control person of Zera, knew, or was  
4 reckless in not knowing that the payments to investors were Ponzi-like payments from  
5 investor funds.

6 81. Romero, as the sole owner and control person of Zera, was negligent in  
7 making Ponzi-like payments to investors.

8 82. Romero, as the sole owner and control person of Zera, knew, or was  
9 reckless in not knowing that he was not authorized to commingle investor funds with  
10 his personal funds or to misappropriate investor funds for his personal use.

11 83. Romero, as the sole owner and control person of Zera, was negligent by  
12 commingling investor funds with his personal funds and by misappropriating investor  
13 funds for his personal use.

14 84. Because Romero controlled Zera, his scienter and his negligence can be  
15 imputed to Zera.

16 **FIRST CLAIM FOR RELIEF**

17 **Fraud in Connection with the Purchase or Sale of Securities**

18 **Violations of Section 10(b) of the Exchange Act and Rule 10b-5**

19 85. The SEC realleges and incorporates by reference paragraphs 1 through  
20 84 above.

21 86. Zera and Romero carried out a scheme to defraud through the  
22 combination of their deceptive statements and actions concerning investments in Zera  
23 and Zera's business. Specifically, Zera and Romero commingled and misappropriated  
24 investor funds, made Ponzi-like payments, created false account statements, and  
25 posed as a Zera investor on Reddit.

26 87. In addition, Zera and Romero misled and deceived investors by falsely  
27 representing to investors that Zera investments were FDIC insured, by falsely  
28 representing how Zera managed investor funds, and by falsely representing the return

1 on investment.

2 88. Because Romero is the sole owner and control person of Zera who  
3 exercised day-to-day control over its activities, he is the maker of Zera's false  
4 statements to investors.

5 89. By engaging in the conduct described above, Zera and Romero, directly  
6 or indirectly, in connection with the purchase or sale of securities, by the use of  
7 means or instrumentalities of interstate commerce, or the mails, (a) employed  
8 devices, schemes, or artifices to defraud; (b) made untrue statements of material facts  
9 or omitted to state material facts necessary in order to make the statements made, in  
10 the light of the circumstances under which they were made, not misleading; and  
11 (c) engaged in acts, practices, or courses of business which operated or would operate  
12 as a fraud or deceit upon other persons, including purchasers and sellers of securities.

13 90. Zera and Romero, with scienter, employed devices, schemes, or artifices  
14 to defraud; made untrue statements of material facts or omitted to state material facts  
15 necessary in order to make the statements made, in the light of the circumstances  
16 under which they were made, not misleading; and engaged in acts, practices, or  
17 courses of business which operated or would operate as a fraud or deceit upon other  
18 persons, including purchasers and sellers of securities by the conduct described in  
19 detail above.

20 91. By engaging in the conduct described above, Zera and Romero violated,  
21 and unless restrained and enjoined will continue to violate, Section 10(b) of the  
22 Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 thereunder, 17 C.F.R. § 240.10b-5.

23 **SECOND CLAIM FOR RELIEF**

24 **Fraud in the Offer or Sale of Securities**

25 **Violations of Section 17(a) of the Securities Act**

26 92. The SEC realleges and incorporates by reference paragraphs 1 through  
27 84 above.

28 93. In the offer or sale of the Zera securities, Zera and Romero carried out a

1 scheme to defraud through the combination of their deceptive statements and actions  
2 concerning investments in Zera and Zera's business. Specifically, Zera and Romero  
3 commingled and misappropriated investor funds, made Ponzi-like payments, created  
4 false account statements, and posed as a Zera investor on Reddit.

5 94. In addition, Zera and Romero misled and deceived investors by falsely  
6 representing to investors that Zera investments were FDIC insured, by falsely  
7 representing how Zera managed investor funds, and by falsely representing the return  
8 on investment.

9 95. By engaging in the conduct described above, Zera and Romero, directly  
10 or indirectly, in the offer or sale of securities, by use of the means or instruments of  
11 transportation or communication in interstate commerce or by use of the mails  
12 (a) employed devices, schemes, or artifices to defraud; (b) obtained money or  
13 property by means of untrue statements of material facts or by omitting to state  
14 material facts necessary in order to make the statements made, in light of the  
15 circumstances under which they were made, not misleading; and (c) engaged in  
16 transactions, practices, or courses of business which operated or would operate as a  
17 fraud or deceit upon the purchaser.

18 96. Zera and Romero, with scienter, employed devices, schemes, or artifices  
19 to defraud; with scienter and/or negligence, obtained money or property by means of  
20 untrue statements of material facts or by omitting to state material facts necessary in  
21 order to make the statements made, in light of the circumstances under which they  
22 were made, not misleading; and with scienter and/or negligence, engaged in  
23 transactions, practices, or courses of business which operated or would operate as a  
24 fraud or deceit upon the purchaser.

25 97. By reason of the foregoing, Zera and Romero violated, and unless  
26 restrained and enjoined will continue to violate, Sections 17(a) of the Securities Act,  
27 15 U.S.C. § 77q(a)  
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1 **PRAYER FOR RELIEF**

2 WHEREFORE, the SEC respectfully requests that the Court:

3 **I.**

4 Issue findings of fact and conclusions of law that Zera and Romero committed  
5 the alleged violations.

6 **II.**

7 Issue judgment, in forms consistent with Rule 65(d) of the Federal Rules of  
8 Civil Procedure, permanently enjoining Zera and Romero and their officers, agents,  
9 servants, employees, and attorneys, and those persons in active concert or  
10 participation with them, who receive actual notice of the judgment by personal  
11 service or otherwise, and each of them, from violating Section 10(b) of the Exchange  
12 Act, 15 U.S.C. §§ 78j(b) and Rule 10b-5 thereunder, 17 C.F.R. § 240.10b-5.

13 **III.**

14 Issue judgments, in forms consistent with Rule 65(d) of the Federal Rules of  
15 Civil Procedure, permanently enjoining Zera and Romero and their officers, agents,  
16 servants, employees, and attorneys, and those persons in active concert or  
17 participation with them, who receive actual notice of the judgment by personal  
18 service or otherwise, and each of them, from violating Section 17(a) of the Securities  
19 Act, 15 U.S.C. §77q(a).

20 **IV.**

21 Issue judgments, in forms consistent with Rule 65(d) of the Federal Rules of  
22 Civil Procedure, pursuant to Section 21(d)(5) of the Exchange Act [15 U.S.C.  
23 § 78u(d)(5)], permanently enjoining Zera and Romero and their officers, agents,  
24 servants, employees and attorneys, and those persons in active concert or  
25 participation with any of them, who receive actual notice of the judgment by personal  
26 service or otherwise, from, directly or indirectly, including, but not limited to,  
27 through any entity owned or controlled by Zera and/or Romero, participating in the  
28 issuance, purchase, offer, or sale of any security; provided, however, that such

1 injunction shall not prevent Romero from purchasing or selling securities for his own  
2 personal account.

3 **V.**

4 Order Zera and Romero, jointly and severally, to disgorge all funds received  
5 from their illegal conduct, together with prejudgment interest thereon, pursuant to  
6 Exchange Act Sections 21(d)(3), 21(d)(5) and 21(d)(7), 15 U.S.C. §§ 78u(d)(3),  
7 78u(d)(5) & 78u(d)(7).

8 **VI.**

9 Order Zera and Romero to pay civil penalties under Section 20(d) of the  
10 Securities Act, 15 U.S.C. § 77t(d), and Section 21(d)(3) of the Exchange Act,  
11 15 U.S.C. § 78u(d)(3).

12 **VII.**

13 Enter an order against Romero, pursuant to Section 20(e) of the Securities Act,  
14 15 U.S.C. § 77t(e), and Section 21(d)(2) of the Exchange Act, 15 U.S.C. § 78u(d)(2),  
15 prohibiting him from acting as an officer or director of any issuer that has a class of  
16 securities registered pursuant to Section 12 of the Exchange Act, 15 U.S.C. § 78l or  
17 that is required to file reports pursuant to Section 15(d) of the Exchange Act,  
18 15 U.S.C. § 78o(d).

19 **VIII.**

20 Issue, in a form consistent with Fed. R. Civ. P. 65, a temporary restraining  
21 order and a preliminary injunction freezing the assets of Defendants, requiring  
22 accountings from each of them, prohibiting Defendants and relief defendants from  
23 destroying relevant documents, and granting expedited discovery.

24 **IX.**

25 Retain jurisdiction of this action in accordance with the principles of equity and  
26 the Federal Rules of Civil Procedure in order to implement and carry out the terms of  
27 all orders and decrees that may be entered, or to entertain any suitable application or  
28 motion for additional relief within the jurisdiction of this Court.



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**X.**

Grant such other and further relief as this Court may determine to be just and necessary.

Dated: September 27, 2023

Respectfully submitted,

*/s/ Charles E. Canter*

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