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IN PRO PER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

CGC-25-621597

SONIA FAIZY,

Plaintiff,

vs.

BA MINUZZI, an individual, **ADRIAN GRENIER**, an individual, **NOAH SCHNAPP**, an individual, **MITCHELL SCHNAPP**, an individual, **KARRINE SCHNAPP**, an individual, **MORAD MOSTASHARI**, an individual, **AMIBA CONSULTING, LLC**, a California company, **AUSUM BLOCKCHAIN FUND, LP**, a Delaware company, **AUSUM, LLC**, a Delaware company, **BABEL FUND I, LP**, a Delaware company, **BABEL VENTURES, LLC**, a Delaware company, **BARBARELLA VENTURES, LLC**, a Delaware company, **DUCONTRA GP, LLC**, a Delaware company, **DUCONTRA GROWTH FUND, LP**, a Delaware company, **DUCONTRA VENTURES, LP**, a Delaware company, **DONNABWS, LLC**, a Delaware company, **J. DADDY, LTD.**, a Foreign Limited Partnership, **MADEMAN, INC.**, a Delaware company, **SCHNACKS, LLC, d.b.a. "TBH"**, a Delaware company, **UMANA, INC.**, a Delaware company, **UMANA, LLC**, a Delaware company, **UMANA House of Funds, LLC**, a Delaware Company, **UMANA House of Funds I, LLC**, a Delaware company, **UMANA VENTURE**

Case No.

**COMPLAINT FOR DAMAGES
UNLIMITED CIVIL CASE**

1. Discrimination Based on Gender
2. Harassment Based on Gender
3. Retaliation for Complaining of Gender Discrimination
4. Discrimination Based on Race
5. Harassment Based on Race
6. Retaliation for Complaining of Race Discrimination
7. Violation of Equal Pay Act
8. Unjust Enrichment
9. Failure to Prevent Harassment, Discrimination, or Retaliation
10. Fraudulent Inducement
11. Intentional Misrepresentation
12. Willful Misclassification of Employee
13. Wage Theft
14. Failure to Reimburse Business Expenses
15. Wage Statement Violations
16. Failure to Pay All Overtime
17. Untimely Payment of Wages
18. Waiting Time Penalties
19. Retaliation (Whistleblower)

STUDIO, LLC, a Florida company, **YESSAH PRODUCTION, INC.**, a New York company, **JEREMY GARDNER**, an individual.

Defendants.

Protection)
20. Wrongful Termination Against Public Policy
21. Defamation
22. Intentional Infliction of Emotional Distress
23. Negligent Infliction of Emotional Distress
24. Tortious Interference w/ Contractual Relationship
25. Tortious Interference w/ Prospective Economic Advantage
26. Abuse of Process

DEMAND FOR JURY TRIAL

Plaintiff, Sonia Faizy, alleges as follows:

I. NATURE OF THE CASE

1. This case exposes the deeply entrenched culture of greed, exploitation, and lawlessness that has eroded the fabric of the American Dream, festering within the San Francisco Bay Area’s high-growth, venture-backed startup ecosystem—a culture where the veneer of ‘social impact’ conceals a ruthless disregard for ethics, integrity, and basic human decency. UMANA, which shamelessly markets itself as a progressive, purpose-driven enterprise, serves as a prime example of this hypocrisy. At its helm is Defendant Bárbara (“Bá”) Minuzzi (“DEFENDANT MINUZZI” or “MINUZZI”), a CEO whose actions epitomize an egregious pattern of deceit, retaliation, and abuse of power. DEFENDANT MINUZZI’s actions reveal a disturbing blend of calculated malice and glaring incompetence, underscoring her inability to lead with integrity or accountability.

2. Despite her claims of being a visionary leader, MINUZZI repeatedly demonstrated a fundamental inability to follow basic legal, financial, and ethical principles. When Plaintiff, Sonia Faizy, (the “PLAINTIFF”) the company’s top Compliance Officer,

1 opposed UMANA’s unlawful and unethical practices—including efforts to evade critical
2 regulatory requirements, retaliatory employment actions, and blatant wage theft—she became the
3 target of a calculated campaign of harassment, sabotage, and defamation orchestrated by
4 MINUZZI and her co-conspirators (the “Co-Defendants,” collectively, the “Defendants”). Rather
5 than addressing PLAINTIFF’s legitimate concerns, these Defendants retaliated against her with
6 malicious intent, culminating in her wrongful termination and a sustained effort to destroy her
7 professional reputation.
8

9 3. At the heart of this lawsuit is a deliberate and malicious campaign of emotional
10 distress inflicted upon PLAINTIFF, by her former employer, UMANA, Inc., (“DEFENDANT
11 UMANA” or “UMANA”), a San Francisco-based multi-family office managing the wealth and
12 assets of high-net-worth individuals (“HNWI”) and responsible for sourcing growth
13 opportunities through personalized investment portfolios.
14

15 4. UMANA first manipulated PLAINTIFF into accepting an underpaid and
16 overburdened role through predatory hiring practices and then systematically retaliated against
17 her through a malicious scheme for raising legitimate legal and compliance concerns during the
18 performance of her duties as UMANA’s Head of Legal Compliance. The Defendants
19 orchestrated a series of outrageous, fraudulent, and oppressive actions—including discriminatory
20 and disparate employment conditions, compensation structures based on race and gender,
21 harassment, and willful employee misclassification—creating a toxic and intolerable working
22 environment. When PLAINTIFF opposed and made significant efforts to correct these unlawful
23 practices, the Defendants refused to take corrective action, ultimately leading to her retaliation
24 and wrongful termination. Following her termination, the defendants escalated their retaliatory
25 conduct, engaging in post-termination misconduct, including defamation, wage theft through the
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1 failure to provide full wages owed, issuing fraudulent checks and wire transfers, tortious
2 interference with PLAINTIFF's future employment and beneficial contracts, and other abhorrent
3 behavior designed to intimidate, injure, and harm PLAINTIFF in a sustained campaign of
4 malice.

5
6 5. UMANA presents itself as a forward-thinking multi-family office, serving
7 "conscious celebrities and athletes" with a net worth of ten million (\$10,000,000.00) dollars to
8 three hundred million (\$300,000,000.00) dollars, claiming a mission to redefine wealth for both
9 purpose and profit. However, behind this façade lies a toxic culture characterized by self-dealing
10 and unethical business practices, all part of a broader scheme to exploit UMANA's resources and
11 people for personal gain.
12

13 UMANA's Predatory Hiring Practices

14 6. UMANA's predatory hiring practices exploit the ambitions of young
15 professionals, particularly those fresh out of school and with impressive credentials, by dangling
16 the allure of a "dream job" at a progressive wealth management firm and presenting them with a
17 chance to work on impactful projects, with high performing teams. However, this promise is
18 nothing more than bait. The truth is, UMANA, led by DEFENDANT MINUZZI and supported
19 by its "family members," co-Defendants Adrien Grenier, Noah Schnapp, and Jeremy Gardner,
20 conspired to lure in highly qualified individuals specifically to complete complex tasks that they
21 themselves lack the competence to handle. Defendant Adrien Grenier, an actor best remembered
22 for his role fourteen years ago as Vincent Chase in HBO's *Entourage* has used his remaining
23 fame to manufacture an artificial image of entrepreneurial and environmental activism.
24 Similarly, Defendant Noah Schnapp, known for his role in the Netflix series *Stranger Things*,
25 has misguidedly convinced himself that his success in a completely unrelated industry somehow
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1 prepared him to enter the business world and assume the position of Chairman of the Board for a
2 brand-new startup. Defendant Jeremy Gardner, on the other hand, got lucky with an early
3 cryptocurrency windfall that happened to pay off well. Together, with DEFENDANT MINUZZI,
4 these four defendants boast a collective net worth exceeding \$60 million (\$60,000,000.00)
5 dollars. Yet, rather than performing their duties, they willfully, intentionally, and discriminately
6 exploit the labor of those they employ, not out of necessity but driven purely by greed. These co-
7 Defendants have turned UMANA into a facade of opportunity, preying on the aspirations of
8 young professionals to advance their personal agendas. While shamelessly flaunting their
9 multimillion-dollar net worths, they simultaneously refuse to compensate employees fairly for
10 their contributions, relying on coercion, deceit, and intimidation to maintain their exploitative
11 power and practices.
12

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14 7. Rather than appropriately hiring specialized consultants or firms for these
15 projects, which would involve clear contracts and service agreements, they intentionally recruit
16 top talent under the guise of permanent employment and significant growth potential. These
17 roles, however, are intentionally misrepresented and are often tied to specific deliverables—
18 critical business needs or time-sensitive tasks or projects needed for DEFENDANTS’ various
19 ventures. Once these young professionals are on board, the company begins a process of
20 manipulation: overworking them, moving goalposts, and making expectations so unrealistic that
21 the employees either fail or are set up to fail. When the inevitable stress and confusion take their
22 toll, UMANA swiftly blames the employees, pushing them out the door, either through
23 termination or by creating working conditions so intolerable that they are forced to resign under
24 duress.
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27 8. PLAINTIFF was subjected to this very chaos. Despite MINUZZI’s repeated
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1 efforts to destabilize and undermine her work, PLAINTIFF consistently over-delivered and
2 excelled, even in the most hostile of environments. In her capacity as Head of Compliance,
3 PLAINTIFF immediately proved her value, resolving an issue that had left MINUZZI,
4 UMANA's Chief Financial Officer ("CFO"), and UMANA's outside accounting firm stumped
5 and saved UMANA over seventy-two thousand (\$72,000.00) dollars on her very first day.
6

7 9. PLAINTIFF'S high-level skills and performance made it nearly impossible for
8 MINUZZI to criticize and devalue her the way she had done with other employees in the past,
9 making MINUZZI's unprovoked outbursts more apparent as time went by. An example of this
10 toxic pattern occurred just before PLAINTIFF's unlawful termination. Tasked with completing
11 the business taxes and K-1 filings for AUSUM Ventures—work typically managed by a CFO,
12 CPA, or an outside tax firm on retainer— PLAINTIFF worked tirelessly and without any
13 assistance from the other senior executives to finish the task. After preparing these documents,
14 PLAINTIFF, sleep-deprived and overworked, specifically requested that MINUZZI review the
15 forms, knowing the attention to detail needed for the task.
16

17 10. Instead of performing a routine check and correcting minor issues, MINUZZI
18 fixated on a single K-1 form where PLAINTIFF had mistakenly left out one digit from an
19 investor's Social Security Number. Rather than handle this minor error with professionalism,
20 MINUZZI's response was grossly disproportionate, treating the mistake as a catastrophic failure.
21 Ironically, MINUZZI acted as though this discovery "saved" the entire tax process, when in
22 reality, the missing digit would have had little impact on filing.
23
24

25 11. K-1s are informational forms sent to partners, who use the details provided to
26 complete their personal tax returns. The full and correct Social Security Number was included in
27 the partnership's Form 1065, which is the copy that gets filed with the IRS. PLAINTIFF, having
28

1 inherited the task after MINUZZI and UMANA's CFO, botched the initial filing, was unfairly
2 made the scapegoat for what was ultimately a trivial oversight.

3 12. This unreasonable response is illustrative of how UMANA operates: setting
4 employees up to fail, refusing accountability, and creating a hostile environment where even the
5 smallest misstep is amplified into a fire-able offense. The strategy is simple: bring in ambitious,
6 high-performing individuals, use them for critical tasks that leadership is incapable of handling,
7 and then discard them—either through termination or by making their lives unbearable—leaving
8 them emotionally distressed, traumatized, and without recourse. This pattern has allowed
9 MINUZZI and her co-defendants to avoid any true accountability for their incompetence, all
10 while reaping the rewards of work they neither understood nor contributed to.

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13 **UMANA's Predatory Hiring of Plaintiff**

14 13. Despite never applying for any role at UMANA, or its subsidiaries, MINUZZI
15 targeted and aggressively recruited PLAINTIFF to serve as its Head of Compliance.
16 PLAINTIFF, fresh off passing the California Bar Exam in November 2019, had several
17 promising career opportunities she was actively exploring at the time thanks to her exemplary
18 academic achievements and extensive practical experience while still in law school. MINUZZI
19 fraudulently misrepresented the stability and growth potential of UMANA, intentionally
20 deceiving PLAINTIFF into believing that she would have a pivotal role in the company's future.

21
22 14. This aggressive recruitment campaign took place during the most extreme and
23 uncertain period of the COVID-19 pandemic, when the first lockdowns went into full effect and
24 the world was fraught with anxiety. Despite receiving multiple invitations to interview for other
25 competitive, highly sought-after positions, PLAINTIFF, like many, faced the immense
26 uncertainty caused by the pandemic. Ultimately, she was forced to abandon these other
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1 promising opportunities to focus on what she believed to be a unique and exciting role at
2 UMANA, based on MINUZZI's assurances of meaningful work, growth opportunities, and the
3 pivotal nature of the Head of Compliance position.

4 15. After months of detailed interviews, which included two performance
5 assessments, multiple in-person interviews, and even an unpaid "interactive interview" requiring
6 PLAINTIFF to draft legal documents for DEFENDANT JEREMY GARDNER's startup,
7 MadeMan, Inc., MINUZZI suddenly, and without any prior indication during the interview
8 process, claimed that UMANA's legal needs were no longer suited to a full-time role.

9 16. PLAINTIFF was blindsided by MINUZZI'S ultimatum: accept a "**less than part-**
10 **time**" position for four thousand (**\$4,000.00**) dollars per month or walk away. Given the
11 unprecedented circumstances of the pandemic, PLAINTIFF tried to give MINUZZI the benefit
12 of the doubt, believing this to be a temporary shift. Reluctant to walk away after investing so
13 much time in the process, PLAINTIFF accepted the role, trusting that it would evolve into the
14 opportunity MINUZZI had promised.

15 17. Despite this sudden shift in terms, MINUZZI assured PLAINTIFF that if she
16 performed well, the role would quickly evolve into full-time employment with significant growth
17 potential. Trusting these promises and eager to showcase her skills, PLAINTIFF abandoned
18 other lucrative opportunities to join UMANA, only to later discover that these representations
19 were nothing more than a deceptive ploy to exploit her talent at below-market wages.

20 18. This case is your classic David-and-Goliath story. PLAINTIFF, who rose from
21 the humblest beginnings, was ruthlessly exploited by DEFENDANTS during her employment at
22 UMANA—an organization that cloaked itself in progressive values while engaging in
23 manipulation, deceit, and egregious violations of the law. PLAINTIFF brings this action (the
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1 “Complaint”) against her former employer, UMANA, and its leadership for unlawful and
2 discriminatory treatment of PLAINTIFF, culminating in her termination in retaliation for
3 opposing and reporting a series of unlawful activities she uncovered during her tenure as Head of
4 Compliance. PLAINTIFF brings this action not only to seek justice for the harm inflicted upon
5 her but also to hold UMANA and its leadership accountable for their calculated exploitation.
6 This case is for every passionate, bright mind who was used, discarded, and silenced before her,
7 and to ensure that no one ever falls victim to this cycle of abuse again. **It is a stand against a**
8 **system that preys on ambition and integrity, and a call to end the unchecked power that**
9 **thrives in shadows.**
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II. PARTIES TO THE CIVIL ACTION

A. Plaintiff

19. **Plaintiff, SONIA FAIZY** (hereinafter referred to as the “PLAINTIFF”), is an Afghan American female who is a resident of the State of California and, at all times relevant to this Complaint, worked for employed by Defendants in the County of San Francisco, California.

B. Defendants

20. **Natural Person Defendants:** There are seven (7) natural persons/individual Defendants named in this action and each or are principals, officers, or agents of the corporate entities involved and acted in furtherance of the illegal acts outlined herein. Each of these DEFENDANTS is liable for their personal actions or omissions that contributed to the unlawful conduct.

21. **Defendant, B  MINUZZI** (hereinafter referred to as “DEFENDANT MINUZZI” or “MINUZZI”) is a resident of California, with residences at 2429 Bay Street, San Francisco, CA 94123, and 256 N Barrington Ave., Los Angeles, CA 90049. DEFENDANT MINUZZI is the CEO of UMANA, the CEO of UMANA Venture Studio, the Co-CEO of SCHNACKS, LLC, and serves as the General Partner (“GP”) of several venture funds, including UMANA House of Funds, AUSUM Ventures, AUSUM BLOCKCHAIN, BABEL Ventures, BARBARELLA Ventures and DuContra Ventures. As a GP, MINUZZI’s fiduciary duties are owed to the venture capital funds and their respective investors, also known as “Limited Partners,” (“LPs”). In her capacity as GP she is also responsible for the oversight, operation, and investment strategies of the entities. DEFENDANT MINUZZI is both a supervisor and shareholder/co-owner of UMANA, and is thus, an officer, director, and or managing agent of UMANA.

1 22. **Defendant, Adrian Grenier** (hereinafter referred to as “DEFENDANT
2 GRENIER” or “GRENIER”) is a resident of California. DEFENDANT GRENIER is the Co-
3 Founder and Co-General Partner of DuContra Ventures, a Board Member of UMANA, and an
4 Advisor to SCHNACKS, LLC.

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6 23. **Defendant, Noah Schnapp** (hereinafter referred to as “DEFENDANT NOAH
7 SCHNAPP” or “NOAH SCHNAPP”) is a resident of California. DEFENDANT NOAH
8 SCHNAPP is the Co-Founder, Majority Shareholder, and Chairman of the Board of Managers of
9 DEFENDANT SCHNACKS and holds a 27.78% ownership interest in the company through
10 DEFENDANT YESSAH.

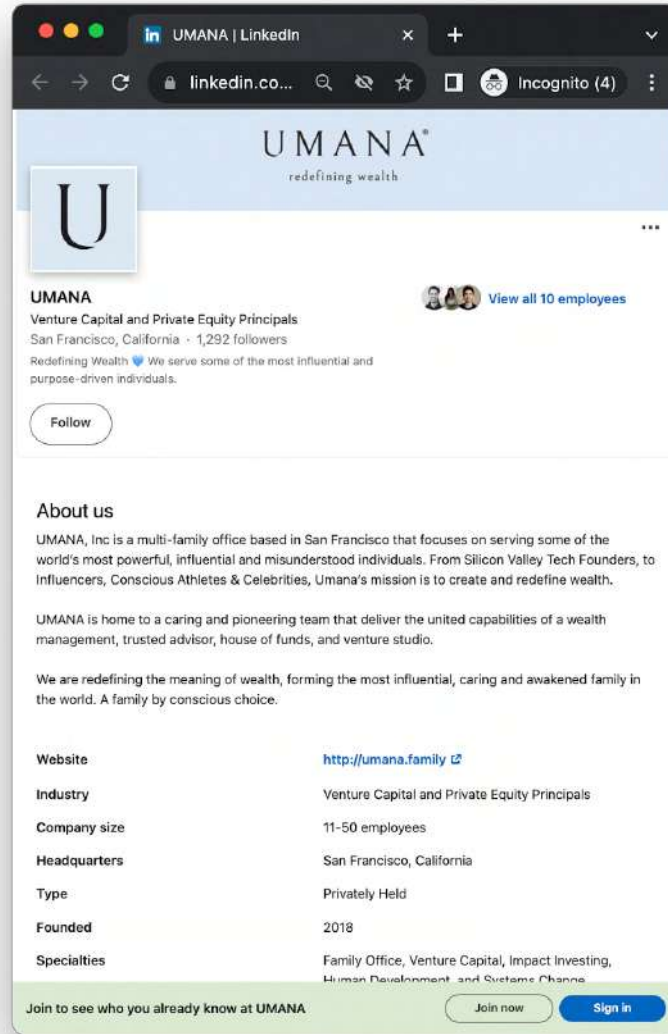
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12 24. **Defendant, Karrine Schnapp** (hereinafter referred to as DEFENDANT
13 KARRINE SCHNAPP” or “KARRINE SCHNAPP”) is a resident of New York, residing at 14
14 Fenmore Rd., Scarsdale, NY 10583. DEFENDANT KARRINE SCHNAPP is Defendant NOAH
15 SCHNAPP’S mother, is a member of the Board of Managers Defendant SCHNACKS and holds
16 a 27.78% ownership interest in the company through DEFENDANT DONNA BWS, LLS.

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18 25. **Defendant, Mitchell Schnapp** (hereinafter referred to as “DEFENDANT
19 MITCHELL SCHNAPP” or “MITCHELL SCHNAPP”) is a resident of New York, residing at
20 64 Cushman Road, Scarsdale, NY 10583. DEFENDANT Mitchell Schnapp is DEFENDANT
21 NOAH SCHNAPP’s father and a Board Member of DEFENDANT SCHNACKS.

22 26. **Defendant, Morad Mostashari** (hereinafter referred to as “DEFENDANT
23 MORAD” or “MORAD”) is a resident of California, residing at 1666 N Beverly Glen Blvd, Los
24 Angeles, CA 90077. DEFENDANT MORAD is the Founder and President of DEFENDANT
25 AMIBA, brokering relationships between celebrities and brands, and responsible for board
26 oversight, serving as a Board Member for SCHNACKS, LLC.
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27. **Defendant, Jeremy Gardner** (hereinafter referred to as “DEFENDANT GARDNER” or “GARDNER”) is a resident of California. Gardner is the CEO of MadeMan, the Co-General Partner of AUSUM Ventures, AUSUM BLOCKCHAIN, the majority shareholder of J.Daddy, Ltd., and a member of the Board of Directors of UMANA.

28. **Corporate Defendants:** The following seventeen (17) entities are legally responsible for the conduct of their agents, officers, and employees. The DEFENDANTS share common control and financial interests, as outlined in this Complaint, rendering them collectively liable for the wrongful actions.



1 29. **Defendant, UMANA, INC.** (hereinafter referred to as “UMANA” or
2 “DEFENDANT UMANA”) is a corporation organized and existing under the laws of Delaware,
3 and doing business in the County of San Francisco, with its principal place of business in the
4 County of San Francisco, California. DEFENDANT UMANA is the parent company and serves
5 as the managing entity or general partner of all other Defendant subsidiaries. UMANA was
6 PLAINTIFF’S employer at all times relevant herein.
7

8 30. **Defendant, MadeMan, Inc.** (hereinafter referred to as “DEFENDANT
9 MADEMAN” or “MADEMAN”) is a public benefit corporation formed under the laws of
10 Delaware, with its headquarters located in Los Angeles, California. Defendant MADEMAN
11 conducts business in the State of California and operates as a subsidiary of Defendant UMANA
12 under the direct control and management of DEFENDANT JEREMY GARDNER.
13

14 31. **Defendant, AUSUM, LLC** (hereinafter referred to as "DEFENDANT AUSUM"
15 or "AUSUM") is a limited liability company formed under the laws of Delaware and conducts
16 business in the State of California. Defendant AUSUM is a subsidiary of Defendant UMANA
17 under the direct control and management of Defendant BÁ MINUZZI and Defendant JEREMY
18 GARDNER. Defendant AUSUM's headquarters are located at 720 York St., #116, San
19 Francisco, California, 94110.
20

21 32. **Defendant, Ausum Blockchain Fund, LP** (hereinafter referred to as
22 DEFENDANT AUSUM BLOCKCHAIN” or “AUSUM BLOCKCHAIN”) is a limited
23 partnership formed under the laws of Delaware and conducts business in the State of California.
24 The General Partner of Defendant Ausum Blockchain Fund is Defendant AUSUM.
25

26 33. **Defendant, BARBARELLA VENTURES, LLC** (hereinafter referred to as
27 "DEFENDANT BARBARELLA" or "BARBARELLA") is a limited liability company formed
28

1 under the laws of Delaware and conducts business in the State of California. Defendant
2 BARBARELLA is a subsidiary of Defendant UMANA under the direct control and management
3 of DEFENDANT B  MINUZZI. Defendant BARBARELLA's headquarters are located in San
4 Francisco, California.

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6 34. **Defendant, BABEL VENTURES, LLC** (hereinafter referred to as
7 "DEFENDANT BABEL" or "BABEL") is a limited liability company formed under the laws of
8 Delaware and conducts business in the State of California. DEFENDANT BABEL is a
9 subsidiary of Defendant UMANA under the direct control and management of DEFENDANT
10 B  MINUZZI. DEFENDANT BABEL's headquarters are located at 441 Burnett Ave., San
11 Francisco, California, 94131.

12
13 35. **Defendant, BABEL FUND, LP** (hereinafter referred to as "DEFENDANT
14 BABEL FUND I" or "BABEL FUND I") is a limited partnership formed under the laws of
15 Delaware and conducts business in the State of California. DEFENDANT BABEL is the GP of
16 DEFENDANT BABEL FUND I, and a subsidiary of DEFENDANT UMANA under the direct
17 control and management of DEFENDANT B  MINUZZI. BABEL's headquarters are located at
18 441 Burnett Ave., San Francisco, California, 94131.

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20 36. **Defendant, DuContra GP, LLC** (hereinafter referred to as " DEFENDANT
21 DuContra" or "DuContra") is a limited liability company formed under the laws of Delaware and
22 conducts business in the State of California. DEFENDANT DuContra is a subsidiary of
23 DEFENDANT UMANA under the direct control and management of DEFENDANT B 
24 MINUZZI and DEFENDANT ADRIAN GRENIER.

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26 37. **Defendant, DuContra Ventures, LP** (hereinafter referred to as DEFENDANT
27 DuContra LP" or "DuContra LP") is a limited partnership formed under the laws of Delaware
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1 and conducts business in the State of California. The General Partner ("GP") of DEFENDANT
2 DuContra LP is DEFENDANT DuContra.

3 **38. Defendant, DuContra Growth Fund, LP** (hereinafter referred to as
4 DEFENDANT DuContra Growth Fund' or 'DuContra Growth Fund') is a limited partnership
5 formed under the laws of Delaware and conducts business in the State of California. The General
6 Partner ("GP") of DEFENDANT DuContra Growth Fund is DEFENDANT DuContra.

7 **39. Defendant, SCHNACKS, LLC**, d.b.a. "TBH" (hereinafter referred to as
8 "DEFENDANT SCHNACKS" or "SCHNACKS") is a public benefit limited liability company
9 formed under the laws of Delaware and conducts business in the State of California.
10 DEFENDANT SCHNACKS is a subsidiary of DEFENDANT UMANA under the direct control
11 and management of DEFENDANT BÁ MINUZZI, who serves as the CEO, Co-Founder, Board
12 Member, and minority shareholder.

13 **40. Defendant, AMIBA CONSULTING, LLC** (hereinafter referred to as
14 "DEFENDANT AMIBA" or "AMIBA") is a limited liability company originally formed under
15 the laws of California with its principal place of business at 1666 N. Beverly Glen Ave., Los
16 Angeles, CA 90077, until its conversion to a Florida limited liability company on June 21, 2021.
17 DEFENDANT AMIBA conducts business in the State of California and under the direct control
18 and management of DEFENDANT MORAD MOSTASHARI.

19 **41. Defendant, UMANA, LLC** (hereinafter referred to as "DEFENDANT UMANA"
20 or "UMANA") is a limited liability company converted from UMANA, INC., under the laws of
21 Delaware. DEFENDANT UMANA conducts business in the State of California, with its
22 headquarters at 2429 Bay Street, San Francisco, California, 94123. DEFENDANT UMANA is
23 under the direct control and management of DEFENDANT BÁ MINUZZI.

1 42. **Defendant, UMANA VENTURE STUDIO, LLC** (hereinafter referred to as
2 "DEFENDANT UVS" or "UVS") is a limited liability company formed under the laws of Florida
3 and conducts business in the State of California. DEFENDANT UVS is a subsidiary of
4 DEFENDANT UMANA under the direct control and management of DEFENDANT BÁ
5 MINUZZI. DEFENDANT UVS's offices are located at 944 24th St., Santa Monica, California,
6 90423.
7

8 43. **Defendant, YESSAH PRODUCTION, INC.** (hereinafter referred to as
9 “DEFENDANT YESSAH” or “YESSAH”) is a corporation formed under the laws of New York,
10 with its principal place of business located at 64 Cushman Road, Scarsdale, New York, 10583.
11 Defendant YESSAH holds a 27.78% ownership interest in DEFENDANT SCHNACKS and is
12 owned and managed by DEFENDANT NOAH SCHNAPP.
13

14 44. **Defendant, DONNA BWS, LLC** (hereinafter referred to as “DEFENDANT
15 DONNA BWS” or “DONNA”) is a limited liability company formed under the laws of
16 Delaware, with its principal place of business located at 64 Cushman Road, Scarsdale, New
17 York, 10583. DEFENDANT Donna holds a 27.78% ownership interest in DEFENDANT
18 SCHNACKS and is owned and managed by DEFENDANT KARRINE SCHNAPP, a Board of
19 Managers of DEFENDANT SCHNACKS (collectively referred to as the “**DEFENDANTS**”).
20

21 45. **Fictitious Name Doe 1-25.** PLAINTIFF is informed and believes, and thereon
22 alleges, that certain unnamed DEFENDANTS are responsible for the actions and harm outlined
23 in this Complaint but are currently unknown to PLAINTIFF. These fictitious name
24 DEFENDANTS may include individuals, entities, or other persons or organizations whose
25 identities will be ascertained through discovery. PLAINTIFF alleges that the Doe
26 DEFENDANTS are jointly and severally liable with the other named DEFENDANTS for the
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wrongful acts set forth in this Complaint

46. **Agents of Defendants.** PLAINTIFF is informed and believes that at all times relevant to this Complaint, certain individuals, acting as agents, employees, or representatives of the named DEFENDANTS, were acting within the course and scope of their agency or employment. These individuals are jointly and severally liable for the actions and omissions described in this Complaint.

1. Defendants Engaged in A Conspiracy, Aiding, Abetting, and Concerted Action to Perpetuate Unlawful Acts

47. PLAINTIFF alleges that the DEFENDANTS engaged in a conspiracy, aiding, abetting, and concerted action to perpetuate the unlawful acts described in this Complaint. At all relevant times, the DEFENDANTS acted with the intent to commit wrongful acts that caused harm to PLAINTIFF. These DEFENDANTS worked in concert to achieve their unlawful objective, knowing that their actions would result in damage to PLAINTIFF. This collective misconduct is not merely the sum of individual errors but is a coordinated scheme designed to further the wrongful interests of the DEFENDANTS.

48. The DEFENDANTS' conspiracy was formed with the understanding and agreement to engage in acts of misconduct, knowing that such conduct would harm PLAINTIFF. The DEFENDANTS did not act in isolation but, rather, coordinated their actions to further the illegal objectives. Each of the DEFENDANTS, whether through direct participation or by aiding and abetting the others, played an integral role in the unlawful conduct. This concerted action compounded the harm caused to PLAINTIFF and makes each DEFENDANT liable for the damages suffered.

49. PLAINTIFF alleges that all DEFENDANTS are equally responsible for the unlawful conspiracy and that their collective actions resulted in harm to PLAINTIFF. Each

1 DEFENDANT's role in the conspiracy, aiding and abetting, and concerted action is fully
2 detailed in the facts provided herein, and PLAINTIFF is entitled to recover damages from each
3 DEFENDANT for their contribution to the wrongful conduct.

4 **2. Joint Employers and Unity of Interests**

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6 50. PLAINTIFF alleges that the DEFENDANTS, including their related corporate
7 entities and individual officers, should be treated as joint employers for purposes of liability.
8 Given the central control exercised by MINUZZI and the interconnected nature of the entities
9 involved, there exists a unity of interest among the DEFENDANTS such that the separation of
10 the corporate forms should be disregarded. This unity of interest is evidenced by the shared
11 decision-making authority, financial interests, and overlapping management and staff across the
12 various entities.
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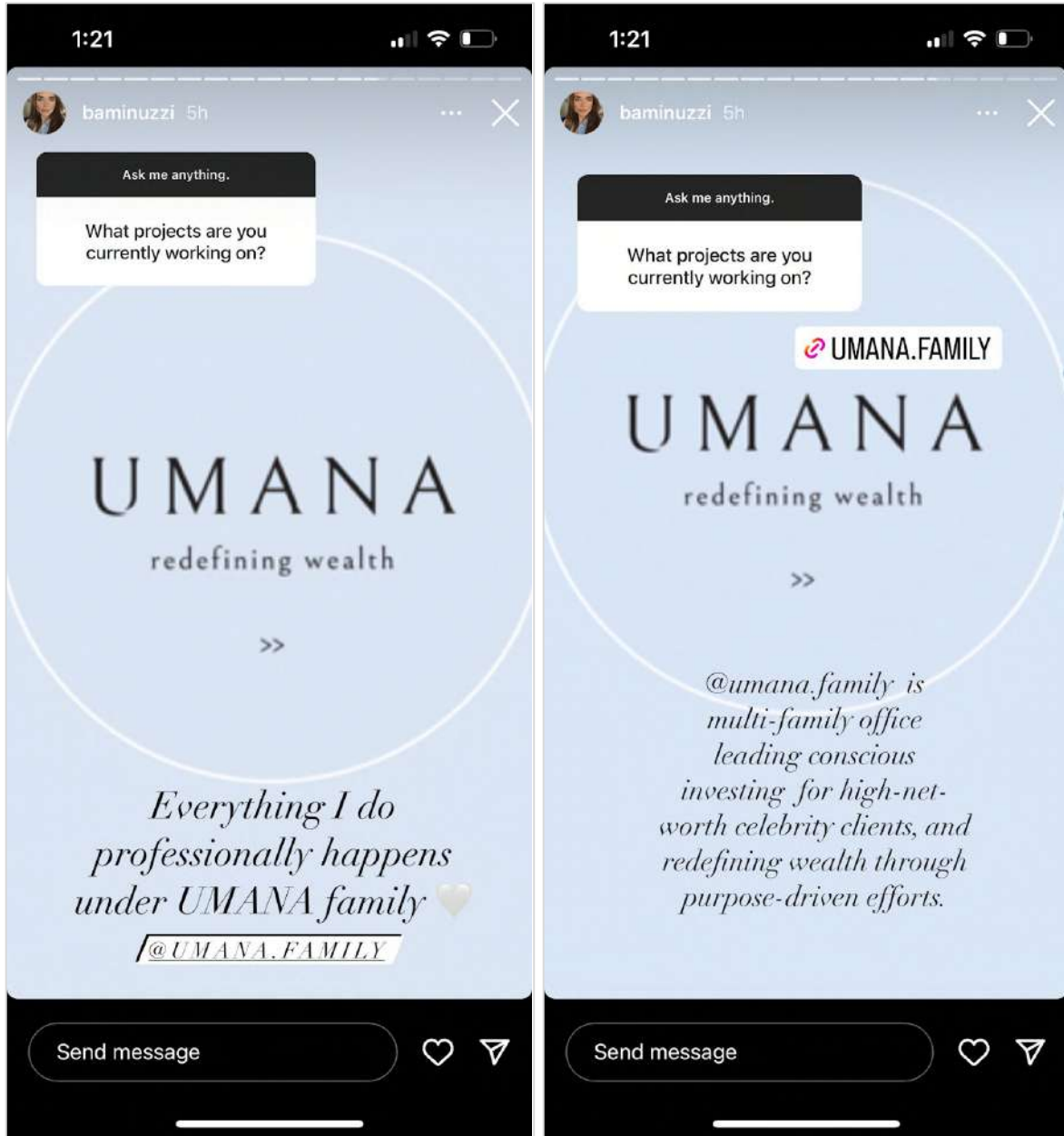
14 51. MINUZZI's control over UMANA and its affiliated companies, including her
15 leadership roles within each of these ventures, creates a situation where the DEFENDANTS are
16 interrelated in their business practices, personnel management, and financial dealings. The
17 actions and failures of one DEFENDANT directly impact the others, thereby creating a shared
18 responsibility for the harm caused to PLAINTIFF. The failure to uphold fiduciary duties, prevent
19 exploitation, and engage in ethical business practices reflects a coordinated failure that
20 implicates all DEFENDANTS in PLAINTIFF's harm.
21

22 52. Given this interconnectedness, DEFENDANTS should be considered a single
23 entity for purposes of liability. The shared financial interests, control, and failure to act in the
24 face of misconduct justify treating the DEFENDANTS as joint employers, and PLAINTIFF is
25 entitled to seek remedies from all DEFENDANTS jointly and severally for the harm caused.
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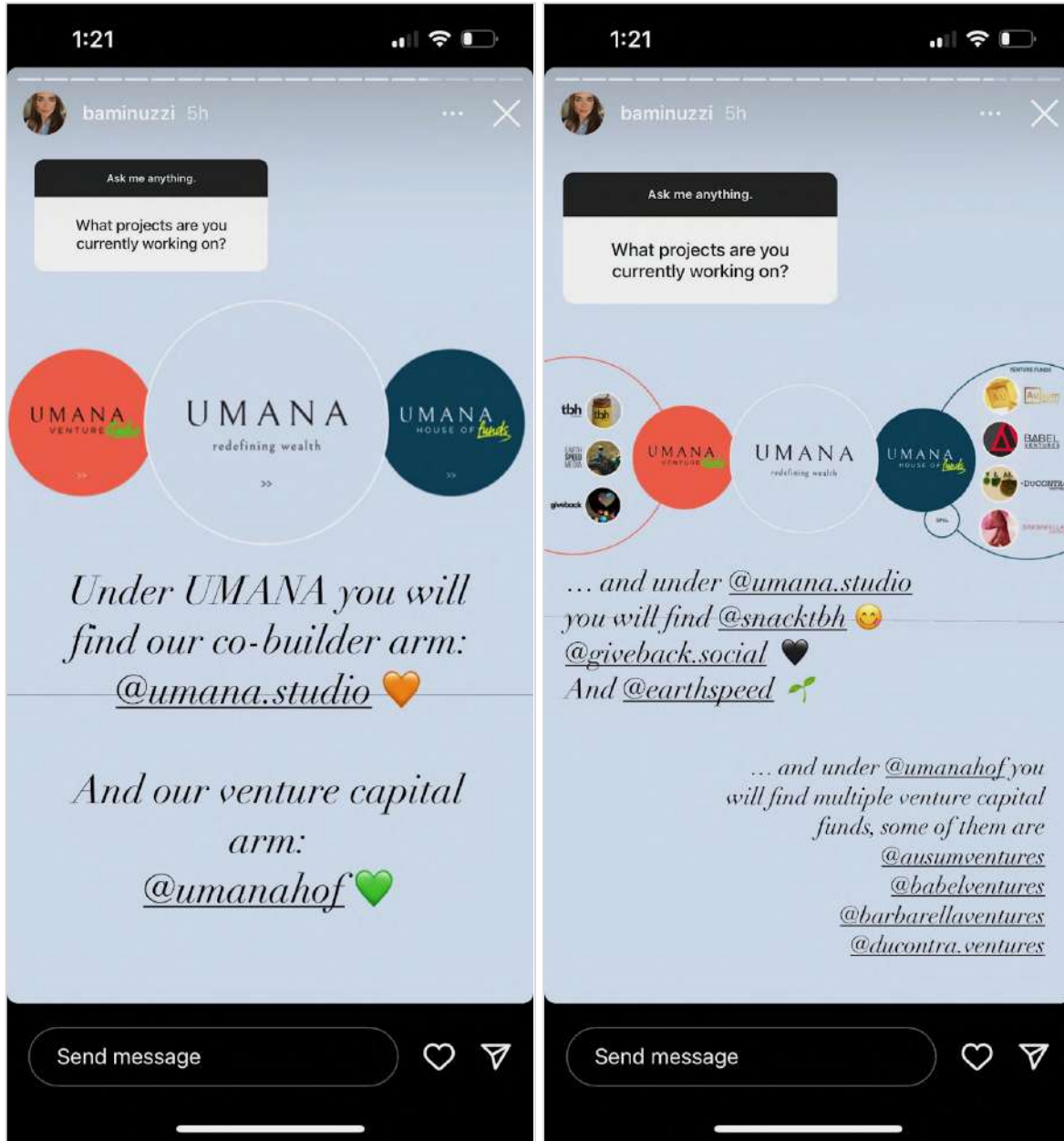
27 53. DEFENDANT MINUZZI has publicly acknowledged her complete control over a
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1 complex network of business entities under the UMANA umbrella, as demonstrated by her
2 statements shared on her personal social media accounts. Through a series of Q&A story posts,
3 DEFENDANT MINUZZI provides confirmation of the interconnectedness of these entities and
4 her direct management of each one, thereby establishing a unity of interest among the
5 DEFENDANTS. The prompt on her story read: **“What projects are you currently working**
6 **on?”** DEFENDANT MINUZZI: **“Everything I do professionally happens under UMANA**
7 **Family @Umana.family.”**

9 54. **“@UMANA.family is a multi-family office leading conscious investing for**
10 **high-net-worth celebrity clients and redefining wealth through purpose-driven efforts.”**
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55. “Under UMANA you will find our co-builder @UMANA.Studio and our venture capital arm @UmanaHoF.”



56. “Under @UMANA.Studio you will find @SnackTBH (Schnacks, LLC, dba “TBH”), @givebacksocial, and @earthspeed. Under @UMANAHoF you will find multiple venture capital funds, @AusumVentures, @BABELVentires, @BarbarellaVentires, @DuContraVentures.”

57. These public declarations, combined with each of the official company’s Instagram accounts tagged, demonstrate the interconnectedness of the DEFENDANTS. Through

1 her repeated admissions, DEFENDANT MINUZZI confirmed that these entities operate as a
2 unified structure, all under the UMANA Family brand, directly managed and controlled by her.
3 This unity of interest between the DEFENDANTS establishes them as joint employers under
4 DEFENDANT MINUZZI's leadership.

5
6 **3. Control Persons**

7 58. PLAINTIFF alleges that each individual DEFENDANT acted as a "control
8 person" with respect to the entities involved in this Complaint, including but not limited to
9 MINUZZI. As control persons, these individuals exercised substantial authority over the
10 business practices, decisions, and operations of the corporate entities named DEFENDANTS. By
11 virtue of their positions of control, these DEFENDANTS are responsible for ensuring that the
12 businesses under their authority comply with legal and ethical standards. Their failure to do so
13 directly contributed to the harm suffered by PLAINTIFF.

15 59. Each individual DEFENDANT occupied critical leadership roles for the
16 Corporate DEFENDANTS across various interconnected organizations, granting them
17 substantial authority and responsibility to enforce workplace policies and uphold ethical
18 practices. These roles imposed an obligation to prevent workplace harassment, discrimination,
19 and retaliation. However, their collective and individual failures to fulfill these duties—despite
20 their authority and control—render them jointly and severally liable for the harm caused.
21 Through their deliberate inaction, misuse of power, and self-serving actions, DEFENDANTS not
22 only allowed but exacerbated the harm inflicted on the PLAINTIFF, demonstrating a coordinated
23 pattern of negligence and misconduct.

26 60. **Adrien Grenier:** As Co-General Partner of DuContra GP, LLC, Board Member
27 of UMANA, and Advisor to SCHNACKS, LLC, DEFENDANT GRENIER held positions that
28

1 required oversight of organizational governance, strategic leadership, and policy implementation.
2 These roles necessitate creating and enforcing workplace standards, including anti-harassment
3 measures. GRENIER failed to exercise oversight or implement corrective measures to address or
4 prevent unlawful workplace conduct, thereby contributing to the toxic environment.
5

6 **61. Noah Schnapp:** As Founder, Chairman of the Board, and majority shareholder of
7 SCHNACKS, LLC, DEFENDANT NOAH SCHNAPP had the ultimate authority over company
8 policies, culture, and operations. His responsibilities included ensuring compliance with
9 workplace laws and maintaining a harassment-free environment. SCHNAPP'S failure to act on
10 or address known misconduct directly breached his duties, allowing harmful behavior to persist
11 under his leadership.
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13 **62. Jeremy Gardner:** As CEO of MadeMan, Inc., a Board Member of UMANA and
14 Co-General Partner of AUSUM and AUSUM Blockchain, and J. Daddy's majority shareholder,
15 DEFENDANT GARDNER'S roles required active participation in establishing organizational
16 policies and ensuring ethical conduct. His position afforded him access to reports of workplace
17 issues and the authority to address them. GARDNER'S inaction and disregard for his
18 responsibilities facilitated ongoing misconduct.
19

20 **63. Karrine Schnapp:** As a majority shareholder of SCHNACKS, LLC and parent to
21 its Founder, DEFENDANT KARRINE SCHNAPP exercised influence over company decisions
22 and operations. Majority shareholders have a duty to ensure that company management operates
23 in compliance with the law and ethical standards. Her failure to intervene or address misconduct
24 constitutes a breach of these obligations.
25

26 **64. Mitchell Schnapp:** As a shareholder and Board Member of SCHNACKS, LLC,
27 DEFENDANT MITCHELL SCHNAPP, had a duty to ensure lawful and ethical company
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1 operations. His failure to act on known issues or implement necessary safeguards enabled the
2 misconduct to continue unchecked.

3 65. **Morad Mostashari:** As a Board Member and minority shareholder of
4 SCHNACKS, LLC, DEFENDANT MOSTASHARI had an oversight role in the company's
5 governance and policies. Board members are responsible for ensuring that companies uphold
6 workplace protections and respond to issues promptly. MOSTASHARI'S failure to address or
7 remediate known misconduct breached his duties of care and oversight.
8

9 66. The actions and inactions of all DEFENDANTS, demonstrate a pattern of
10 negligence and abdication of responsibility. Despite their roles of authority and control within
11 their respective organizations, each DEFENDANT had the power and duty to prevent workplace
12 misconduct but failed to act. Their inaction contributed directly to the harm suffered by the
13 PLAINTIFF and rendered each DEFENDANT jointly and severally liable for the resulting
14 damages
15

16 67. As control persons, these DEFENDANTS had the power and responsibility to
17 prevent the misconduct described herein. However, they either knowingly allowed the unlawful
18 actions to continue or were willfully blind to the misconduct, despite having the ability to stop it.
19 Their failure to act in the best interests of the business, employees, and PLAINTIFF makes them
20 personally liable for the resulting damages. PLAINTIFF asserts that the control persons,
21 including MINUZZI and others in positions of authority, should be held individually liable for
22 the wrongful conduct, as they exercised the power to direct, influence, or otherwise affect the
23 actions of the corporate entities involved.
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26 **4. Piercing the Corporate Veil.**

27 68. PLAINTIFF alleges that, under the doctrine of piercing the corporate veil, the
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1 corporate entities involved in this action should be treated as one integrated entity due to their
2 misuse of the corporate form. PLAINTIFF is informed and believes, and thereon alleges, that
3 certain DEFENDANTS have used the corporate structure to shield their personal interests while
4 disregarding corporate formalities, thus allowing for an abuse of corporate privilege. The entities
5 named in this Complaint have operated as alter egos of each other, failing to maintain a
6 separation of their financial affairs, operations, and decision-making processes.
7

8 69. Specifically, PLAINTIFF asserts that the corporate form was abused to perpetuate
9 fraud, injustice, and unfair conduct, making it necessary to disregard the legal distinction
10 between the entities and hold the individual DEFENDANTS personally liable for the alleged
11 actions. The DEFENDANTS, particularly MINUZZI, have exerted overwhelming control over
12 the corporate entities, using them as a vehicle to further their personal interests, while ignoring
13 corporate formalities such as maintaining separate bank accounts, holding regular meetings, or
14 keeping distinct financial records. This unified operation of the corporate entities and their direct
15 overlap in control and management compels the Court to pierce the corporate veil and hold the
16 responsible individuals personally accountable for their misconduct.
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III. JURISDICTION AND VENUE

70. **A Jurisdiction** is proper because PLAINTIFF worked for DEFENDANTS in the State of California, and all actions relevant to this Complaint occurred in the State of California. This Court has subject matter and personal jurisdiction over this action pursuant to California Government Code § 12965, as PLAINTIFF'S employment occurred in San Francisco, California, and the claims arise under California law, including but not limited to the Fair Employment and Housing Act (**FEHA**).

71. **Venue** is proper in this judicial district pursuant to California Code of Civil Procedure § 395(a) and California Government Code § 12965 because Defendant UMANA's Principal Executive Office is located in the City and County of San Francisco. Additionally, all DEFENDANTS either reside in or transact substantial business in San Francisco, and the significant events underlying this action occurred within this district.

72. PLAINTIFF was employed in San Francisco, where the significant events material to this case occurred. The obligations giving rise to this action and the resulting injuries to PLAINTIFF arose in San Francisco, further supporting venue in this judicial district.

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1 **IV. EXHAUSTED ADMINISTRATIVE REMEDIES**

2 73. On December 5, 2024, PLAINTIFF filed a formal complaint with the Civil Rights
3 Department (CRD) against DEFENDANTS, alleging violations of the Fair Employment and
4 Housing Act (FEHA), including discrimination, harassment, and retaliation. PLAINTIFF
5 concurrently requested and obtained an immediate Right-to-Sue Notice (*see* EXHIBIT C) from
6 the CRD on the same day.
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1 **V. FACTS COMMON TO ALL CAUSES OF ACTIONS**

2 **A. FEHA Protections Apply**

3 74. Under the California Fair Employment and Housing Act (FEHA), California
4 employees are afforded broad protections against discrimination, harassment, and retaliation
5 (Cal. Gov't Code §§ 12900–12996). FEHA applies to employers with five or more employees
6 and mandates employers to take proactive steps to prevent and address workplace discrimination,
7 harassment, and retaliation. UMANA, as well as its subsidiaries and affiliates having five or
8 more employees, qualify as employers under FEHA.

9
10 **1. Plaintiff's Protected Status**

11 75. PLAINTIFF, Sonia Faizy, (the "PLAINTIFF") is a female and a former refugee
12 of Afghan descent currently residing in San Francisco, California.

13
14 76. **Overview of Plaintiff's Employment with Defendants:** PLAINTIFF was hired
15 and employed by DEFENDANTS on or about May 1, 2020, as the Head of Compliance for
16 UMANA ("UMANA" or the "Company") and its subsidiaries and served in that role until her
17 wrongful termination on October 12, 2020. UMANA is a multi-family office that serves high-
18 net-worth individuals ("HNWI") by managing their venture capital interests and overseeing
19 subsidiaries created and managed in-house. At all relevant times, PLAINTIFF worked at
20 UMANA's headquarters and principal place of business located at **2429 Bay Street, San**
21 **Francisco, California 94123**. PLAINTIFF'S direct supervisor was UMANA'S Chief Executive
22 Officer ("CEO"), DEFENDANT BÁ MINUZZI ("MINUZZI" or "DEFENDANT MINUZZI"), a
23 Caucasian woman in her forties from an affluent family originally from Brazil. DEFENDANT
24 MINUZZI, holding multiple roles as CEO, Majority Shareholder, General Partner ("GP"), and
25 Board Member, exercised significant control over PLAINTIFF'S duties and the Company's
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broader operations.

2. Plaintiff Was An Employee Not An Independent Contractor

77. PLAINTIFF is informed and believes, and thereon alleges, that at all times relevant to this Complaint, PLAINTIFF was misclassified as an independent contractor despite fulfilling the criteria of an employee under California law. DEFENDANTS exerted substantial control over the manner and means by which PLAINTIFF performed her work, including setting PLAINTIFF's daily schedule, assigning tasks, and closely monitoring PLAINTIFF's performance. DEFENDANTS also mandated the tools and technological infrastructure necessary for PLAINTIFF's duties and retained the ultimate authority over PLAINTIFF's work product. PLAINTIFF performed her duties on-site at UMANA's HQ and principal place of business.

78. Furthermore, PLAINTIFF's work was integral to DEFENDANTS' core business operations, and PLAINTIFF did not engage in an independent business of the same nature as the services performed for DEFENDANTS. Under the applicable test established by California Labor Code § 2257, DEFENDANTS cannot meet their burden of proving that PLAINTIFF was an independent contractor. As a result of this misclassification, PLAINTIFF has been denied the rights, benefits, and protections afforded to employees under California law, including but not limited to proper wages, benefits, and protections under the California Labor Code.

79. **Plaintiff's Job Duties as Head of Compliance:** PLAINTIFF was hired as Head of Compliance on May 1, 2020, with the responsibility of overseeing all legal and regulatory matters across UMANA. Her responsibilities included reviewing and drafting contracts, managing the company's intellectual property portfolio, advising on employment law and corporate governance matters, assisting with new legal entity formation, drafting and analyzing

investor agreements, assessing legal risks, and reviewing marketing materials for compliance. She also served as a key legal advisor in high-stakes business transactions, providing critical guidance to safeguard UMANA's operations.

3. Plaintiff's Qualifications and Exemplary Performance of Her Duties

80. **Plaintiff's Job Performance:** At all times throughout PLAINTIFF'S employment, she performed her duties above expectations, was well-liked by others, and excelled in her position. Her outstanding work was quickly recognized and rewarded by DEFENDANTS. PLAINTIFF was added to several high-profile projects, and her responsibilities expanded to include executive-level matters, such as leading one-on-one candidate interviews, negotiating and closing deals on behalf of UMANA clients, and overseeing high-level financial matters. PLAINTIFF received verbal, public, and written praise for her performance. On September 16, 2020, Defendant MINUZZI awarded PLAINTIFF a one thousand (**\$1,000.00**) dollar performance bonus, just twenty-six (**26**) days before she was retaliated against and wrongfully terminated by the very same individual on October 12, 2020. At no point prior to engaging in protected activity was PLAINTIFF written up or otherwise disciplined.

81. **Plaintiff's Qualifications & Law School Success:** Before joining UMANA, PLAINTIFF excelled in her academic studies, earning a political science degree from San Diego State University ("SDSU") in 2015 and a Juris Doctor ("JD") from the University of San Francisco School of Law ("USF") in 2018. At SDSU, she was recognized for her academic achievements, making the Dean's List in Fall 2013, Spring 2014, and Fall 2014. During her senior year, PLAINTIFF balanced a demanding schedule as a full-time student, worked a part-time job, prepared for the LSAT, and applied to law schools, ultimately earning acceptance. Her discipline and commitment enabled her to transition directly from undergraduate studies to law

1 school, beginning at USF in August 2015, without taking a gap year. As a law student,
2 PLAINTIFF was invited to join her school's Law Review, earned a CALI Award for Excellence
3 in Antitrust Law, and was awarded a Certificate with Honors for her concentrated study and
4 practice in Intellectual Property & Technology Law.

5
6 **82. Plaintiff's Previous Experience:** Beyond her academic achievements,
7 PLAINTIFF took a deliberate and strategic approach to gaining valuable practical legal
8 experience, dedicating significant time and personal resources to develop her skill set. While in
9 law school, PLAINTIFF held multiple legal roles at prestigious organizations, including two
10 Summer Associate positions at competitive San Francisco-based law firms, where she worked on
11 various corporate and intellectual property transactions. Additionally, PLAINTIFF was accepted
12 to two student attorney clinics at USF: the Internet & Intellectual Property Justice Clinic and the
13 Entrepreneurial Ventures Legal Services Clinic. In these roles, she provided pro bono legal
14 services to entrepreneurs and startup founders in the Bay Area, offering assistance with legal
15 entity formation, contract drafting, and IP brand development matters. These experiences, gained
16 through visits to various ImpactHub locations, focused on supporting early-stage ventures—
17 directly preparing her for her future role at UMANA.

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20 **83. Plaintiff's Post-Bar Standing:** Building on her impressive foundation of law
21 school achievements, PLAINTIFF continued to expand her practical experience after
22 graduation. While preparing for the California bar exam, PLAINTIFF maintained a strategic
23 rotation of legal clerk and project-based roles simultaneously, including, but not limited to,
24 clerking for her USF Clinic Professor's private corporate and intellectual property practice,
25 where she notably served as the primary liaison for a New York City investment bank during an
26 M&A transaction. In this role, she represented the tech company being acquired, overseeing the
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1 due diligence process and managing the entire data room operations. Simultaneously, she worked
2 as a legal clerk at RPX Corp, a patent risk management company in San Francisco, where she
3 collaborated with RPX engineers to help review and organize its extensive patent portfolio,
4 ultimately developing a fully searchable digital directory of all its IP assignments and licensing
5 agreements. In addition to her corporate experience, PLAINTIFF spent time at the Yerba Buena
6 Center for the Arts in a part-time role, updating employee policies and supporting internal
7 publications that enhanced the organization's operations. These roles, part of a broader rotation
8 of freelance legal assignments, underscored PLAINTIFF's capacity to handle complex projects
9 in diverse fields, from corporate transactions to intellectual property and organizational
10 management.
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13 84. PLAINTIFF's extensive experience positioned her well in her job search. The range
14 and depth of her legal expertise were the result of years of careful planning, strategic decision-
15 making, and significant personal sacrifice. Her sophisticated skill set surpassed many traditional
16 post-bar candidates, reflecting a level of readiness uncommon for individuals at her career stage.
17 By the time she passed the bar exam in November 2019, PLAINTIFF was exceptionally well-
18 equipped with both practical experience and legal acumen, making her a strong candidate for
19 high-level legal roles.
20

21 85. **Plaintiff's Career Motives:** PLAINTIFF'S career choices were shaped by her
22 upbringing as a refugee in a low-income household, which drove her to seek opportunities that
23 combined financial success with meaningful work. She wanted to make an impact and contribute
24 to efforts that promoted societal progress through ethical leadership, fair wages, and sustainable
25 practices. PLAINTIFF recognized that merely criticizing unethical corporations was not enough
26 and that active participation in creating ethical alternatives was key. PLAINTIFF intentionally
27
28

1 crafted her career trajectory with this clear vision in mind. This conviction was the driving force
2 behind her decision to move to San Francisco from San Diego, where she saw a thriving hub of
3 innovation and opportunity. Her decision to attend USF was similarly influenced by the school's
4 reputation for fostering both care and competition, aligning with her vision of contributing
5 meaningfully to a mission she believed in while also gaining financial security—a luxury she's
6 never had. The pursuit of this vision also led her to choose to practice intellectual property law in
7 the tech industry as a lawyer, where she believed she could leverage her skills for meaningful
8 impact with the most reach and return on investment. She was in search of a role that would
9 align with her values of both profit and purpose—and she was willing to hold out until she found
10 it.
11
12

13 **B. UMANA'S FRAUDULENT HIRING PRACTICES**

14 86. **Plaintiff's Unsolicited Endorsement:** In January 2020, while PLAINTIFF was
15 in the midst of interview rounds for post-bar roles, her resume was forwarded to UMANA by a
16 former law school classmate. At that time, PLAINTIFF had not applied for any role at UMANA
17 and was busy actively considering other opportunities. Meanwhile, upon discovering UMANA's
18 job posting on AngelList—a platform popular with startups—PLAINTIFF'S classmate applied
19 for and interviewed for the advertised role of "Associate Attorney," which presented UMANA as
20 a forward-thinking company seeking a full-time in-house associate to join its team and lead its
21 legal department.
22

23 87. PLAINTIFF's classmate did not perform well during his interview with UMANA
24 and following his unsuccessful attempt, was asked if he could recommend someone more
25 suitable for the role with more practical experience. The classmate suggested PLAINTIFF, citing
26 her exceptional legal abilities and accomplishments as a law student. It was through this
27
28

1 unsolicited recommendation, rather than any application or direct pursuit by PLAINTIFF, that
2 she was introduced to UMANA.

3 **88. UMANA’S Intentional Recruitment Efforts:** Following this endorsement, the
4 classmate facilitated an introduction, initiating email correspondence between PLAINTIFF and
5 MINUZZI. PLAINTIFF would have normally responded and introduced herself regardless of her
6 level of interest in the role, as was standard professional practice for her in such situations.
7 However, she was preoccupied with other interviews at the time and the email slipped her mind,
8 not giving it much thought thereafter. PLAINTIFF still had not applied to UMANA, nor was she
9 even aware of the company or its existence, as her focus remained on the other opportunities she
10 had independently secured.
11

12 **89.** Despite PLAINTIFF’s initial lack of engagement, UMANA’s CEO, MINUZZI,
13 instead took the initiative to reach out to her directly in an effort to get her attention.
14 Approximately three weeks after the initial introduction, MINUZZI personally contacted
15 PLAINTIFF to extend an invitation to come interview for an in-house legal role at UMANA. She
16 began by acknowledging UMANA’s busy period, which had necessitated team expansion, and
17 expressed that she “would love to” schedule an on-site interview at UMANA’s headquarters to
18 learn more about PLAINTIFF, her professional goals, and her current career phase.
19

20 **90. Three-Stage Pattern of Deceit:** Under the leadership of MINUZZI, UMANA
21 orchestrated a deliberate bait-and-switch hiring strategy to exploit PLAINTIFF’s trust and
22 professional aspirations. This strategy followed a three-stage pattern of deceit involving
23 intentional misrepresentation, fraudulent inducement, and further misrepresentation, ultimately
24 securing PLAINTIFF’s overcommitment to a role starkly different from what was promised.
25

26 **1. Intentional Misrepresentation to Secure an Interview:** UMANA misrepresented itself
27
28

1 as an established, growth-oriented company to attract highly qualified candidates,
2 persuading PLAINTIFF to engage in an unwarranted and invasive hiring process. These
3 false portrayals created the illusion of a meaningful, full-time, and stable long-term
4 opportunity.

5
6 **2. Fraudulent Inducement to Accept a Modified Offer:** After a lengthy three-month
7 interview process, DEFENDANT MINUZZI used fraudulent claims to coerce
8 PLAINTIFF into accepting a reduced, part-time role. This change was falsely attributed
9 to pandemic-related adjustments and accompanied by assurances, conveyed through a
10 ‘CEO Letter and the Quarterly OKR’ report, that the modification was temporary and that
11 the company remained committed to rewarding hard work and resilience.

12
13 **3. Intentional Misrepresentation to Secure Overcommitment:** After PLAINTIFF
14 formally accepted the modified role, DEFENDANT MINUZZI engaged in further
15 misrepresentation to compel PLAINTIFF’s full dedication to the company. Promises of
16 ‘future growth,’ ‘partnership opportunities,’ and ‘revenue sharing’ were reinforced in a
17 company-wide email sent two days before her official start date. The email portrayed
18 UMANA as a merit-based organization, assuring PLAINTIFF that her continued
19 commitment would result in substantial personal and professional rewards.

20
21 91. Each stage of this calculated scheme was designed to progressively entrench
22 PLAINTIFF’s reliance on DEFENDANT MINUZZI’s assurances, creating a cycle of
23 exploitation that culminated in PLAINTIFF’s complete over-commitment to a role that was
24 misrepresented at every turn. The factual details of each stage are outlined below.

25
26 **1. Intentional Misrepresentation to Engage in Extensive and Invasive Hiring Process**

27 92. **Recruitment Initiated by False Representations.** DEFENDANT BA MINUZZI
28

1 personally recruited PLAINTIFF for a position she had not applied for, presenting UMANA as
2 an established, prestigious company in need of experienced leadership to guide its legal
3 operations. Publicly available materials, including curated content on UMANA's website, social
4 media platforms, and press profiles, misrepresented both MINUZZI's professional background
5 and the company's values and operational success. These exaggerated statements gave a false
6 impression of UMANA's leadership acumen and organizational legitimacy.
7

8 93. For a recent law school graduate, the circumstances were compelling: an
9 unsolicited referral followed by direct outreach from UMANA's CEO. DEFENDANT'S
10 deliberate and persistent recruitment efforts disrupted PLAINTIFF's original plans and
11 redirected her focus to UMANA. This calculated approach was intended to lure high-caliber
12 candidates like PLAINTIFF into engaging with UMANA's hiring process.
13

14 94. **Plaintiff's Due Diligence.** Prior to accepting an interview invitation, PLAINTIFF
15 conducted a thorough review of UMANA's online presence, social media posts, and press
16 releases. This due diligence aimed to ensure alignment between UMANA's stated mission and
17 PLAINTIFF's professional principles. UMANA's carefully curated narrative created the illusion
18 of stability, growth, and alignment with PLAINTIFF's values.
19

20 95. **False Claims on Website.** UMANA's website presented misleading information
21 about the company's mission, values, and operations to attract candidates. These representations
22 positioned UMANA as a purpose-driven organization focused on human relationships and
23 fostering an inclusive and compassionate work environment. Specific claims included:
24

25 (i) Branding itself as a **“purpose-driven, human-driven family office.”**

26 (ii) Listing **“DIGNITY”** and **“LOVE”** as central values on its **“Our Family Values”**
27 tab and elaborating that **“[h]uman development starts with dignity.”**
28

(iii) Representing its aim to “**reorient capital towards a new economy—focusing on meaning and human relationships**” and “**redefining the meaning of wealth.**”

(iv) Stating that “**CARE and LISTENING**” is its competitive edge in wealth management, with a “**dedicated team of caring professionals**” to address every aspect of managing clients.

96. These representations falsely portrayed UMANA as a socially conscious, value-driven organization, appealing directly to PLAINTIFF’s professional aspirations.

97. **Misrepresentations About UMANA’s Leadership.** UMANA heavily promoted its CEO, DEFENDANT BÁ MINUZZI, as the embodiment of its purported values of empowerment, innovation, and inclusivity. This strategic portrayal, intended to attract top talent, included the following claims:

(i) **MINUZZI as a “Self-Made Entrepreneur”:** Portraying MINUZZI as a “self-made entrepreneur,” falsely reinforcing her leadership credibility.

(ii) **MINUZZI as a “Three-Times Minority”:** Claiming she was a “three-times minority” to appeal to diverse candidates and foster an image of inclusivity.

(iii) **MINUZZI as a “Humanitarian Venture Capitalist”:** The company described her as someone who “cares about people, humanity, technology, and purpose—not just profit.” This characterization reinforced the illusion of a values-driven company, ostensibly aligned with the professional and personal aspirations of high-achieving candidates.

98. **Deceptive Press Representations (Worth.com)** (*see* EXHIBIT D) UMANA extended its misrepresentations to the press, reinforcing its fabricated narrative. An article

published on Worth.com on September 12, 2019, titled “A New Kind of Family Office,”
contained false statements about UMANA’s operations, clients, and philosophy:

(i) UMANA was a multi-family office focused on “**socially minded investing**,” aiming
to “**create meaning, not just money**.” (*see* EXHIBIT D, p. 18)

(ii) Claiming MINUZZI rejected individuals with large followings but poor character.

Boasting “**eleven (11) clients, including actor and environmental activist Adrian
Grenier and UFC middleweight champion Anderson Silva, as well as a twenty-
five (25)-person waitlist**.” (*see* EXHIBIT D, p. 19)

MINUZZI further exaggerated her self-made success:

“**We care very little about money but a lot about building things and structuring
things. That’s how UMANA got started. We don’t think money is the most
important thing—it’s how you use it to make things better**” (*see* EXHIBIT D, p. 18)

99. In an industry like venture capital and private equity—dominated by a relentless
focus on financial returns and capital accumulation, often reducing individuals to mere “human
capital”—UMANA’s portrayal as a purpose-driven multi-family office stood out and deeply
resonated with PLAINTIFF’s values and career aspirations, making UMANA’s pitch uniquely
appealing. However, as would later become clear, these claims were grossly exaggerated and did
not reflect the true nature of UMANA’s operations or its client base.

100. In reality, UMANA had only three clients: DEFENDANT ADRIAN GRENIER,
DEFENDANT NOAH SCHNAPP, and DEFENDANT JEREMY GARDNER, and at no point
did UMANA even maintain a waitlist. Furthermore, despite frequently claiming that Anderson
Silva was a client—in her email signature, in interviews, and in social media posts—this was
also entirely untrue. PLAINTIFF later discovered that Silva was never a client despite MINUZZI
repeatedly and brazenly referencing him to bolster UMANA’s credibility.

1 101. These misrepresentations were pivotal in persuading PLAINTIFF to accept an
2 invitation to interview—a step she would never have taken had she known that the position was
3 subject to any “temporary” or “trial” period.

4 102. **Extensive and Invasive Interview Process for Head of Compliance:** After
5 accepting the interview invitation, PLAINTIFF underwent a rigorous three-month process,
6 including multiple performance assessments administered by Predictive Index (PI), including, a
7 Behavioral Performance Assessment, evaluating workplace behavior and personality traits and a
8 Cognitive Performance Assessment, measuring problem-solving and adaptability.

9 103. PLAINTIFF was aware these results would be shared with MINUZZI but had no
10 idea of the extraordinarily detailed and nuanced nature of the personality profile generated,
11 which included highly sensitive behavioral and psychological traits (*see* EXHIBIT E). For
12 example, the assessment described PLAINTIFF as “**Cautious: May be too optimistic or overly**
13 **trusting**” (*see* EXHIBIT E, p. 24) and “**Able to deal with time pressure... a multi-tasker, able**
14 **to juggle priorities**” (*see* EXHIBIT E, p. 25). These assessments spanned six pages of detailed
15 analysis, including specific characteristics like her “competitive drive,” “aggressiveness when
16 challenged,” and preference for “independence and flexibility.”

17 104. PLAINTIFF only discovered the full extent of this data months later, leaving her
18 in shock. Armed with this invasive and deeply personal information, MINUZZI and her Co-
19 DEFENDANTS were able to exploit PLAINTIFF’s personality traits—traits that, as shown in
20 the behavioral results, were likely used to manipulate PLAINTIFF from the outset and during
21 subsequent psychological attacks.

22 105. This misuse of sensitive assessment data represents a premeditated violation of
23 trust and professional boundaries, further highlighting the DEFENDANTS’ improper and
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1 harmful conduct.

2 106. Throughout this process, UMANA continued to misrepresent the role as a high-
3 growth opportunity aligned with PLAINTIFF's long-term goals. These misrepresentations were
4 critical in persuading PLAINTIFF to engage with UMANA, a step she would not have taken had
5 the truth been known.
6

7 **2. Fraudulent Inducement to Accept Modified Offer Under False Pretenses**

8 107. **Abrupt Ultimatum Following Extensive Recruitment Process.** After
9 completing a rigorous three-month recruitment process, PLAINTIFF was blindsided on April 12,
10 2020, by DEFENDANT BÀ MINUZZI's ultimatum: accept a reduced, part-time role or walk
11 away. Until this point, PLAINTIFF had no indication that the position was anything but a full-
12 time, long-term opportunity. The sudden shift occurred after PLAINTIFF had invested
13 substantial time and effort, making the change particularly disruptive and forcing her to
14 reevaluate her options under duress.
15

16 108. **COVID-19 as a Pretext for Role Modification.** DEFENDANT MINUZZI
17 attributed the role's unexpected modification to uncertainties stemming from the COVID-19
18 pandemic. However, this explanation was later revealed to be a pretext. Internal communications
19 and public-facing materials during this period emphasized UMANA's resilience, growth, and
20 stability, directly contradicting the dire narrative presented to PLAINTIFF as justification for the
21 reduced offer.
22

23 109. **Fraudulent Inducement.** While PLAINTIFF was still considering the modified
24 offer, DEFENDANT MINUZZI continued to make written and oral representations meant to
25 induce PLAINTIFF to accept the offer. Three (3) days after announcing the role change, while
26 PLAINTIFF was still deliberating the modified offer on April 15, 2020, MINUZZI sent an
27
28

1 internal company email attaching a twenty-seven (27)-page Quarterly Report titled “CEO Letter
2 & Quarterly OKRs” (*see* Exhibit F). This document was deliberately designed to persuade
3 PLAINTIFF to accept the part-time offer by falsely emphasizing UMANA’s growth
4 opportunities and commitment to employee development.

5
6 110. The report contained explicit assurances of UMANA’s stability and support for
7 high-performing employees, including revenue-sharing opportunities, promotions, and long-term
8 stability, discussing what “**UMANA can achieve in the next 10 to 20 years...**” (*see* Exhibit F,
9 p. 29). The letter emphasized UMANA’s commitment to fostering a corporate culture rooted in
10 transparency and financial freedom. In her opening statement, MINUZZI wrote:

11
12 **“I understand we are all young, vibrant, and driven by bold dreams. Financial**
13 **freedom is important for every one of you reading this letter... Some of you will**
14 **become partners, others will get substantial commissions, carries, and so on! I’m**
15 **striving to build a company that has as one of our core values: transparency”** (*see*
16 Exhibit F, p. 29).

17
18 111. This report was intentionally sent to PLAINTIFF to influence her decision to
19 accept the role, presenting UMANA’s purported “growth opportunities” and “partnership
20 promotion opportunities” under false pretenses. The report further reinforced UMANA’s alleged
21 commitment to transparency, financial empowerment, and advancement opportunities, thereby
22 enhancing the credibility of the temporary offer.

23
24 112. **False Promises of Future Opportunities.** During this time, MINUZZI also
25 assured PLAINTIFF verbally that the part-time role was merely a stepping stone toward full-
26 time employment and partnership opportunities. These assurances were framed as contingent
27 upon PLAINTIFF’s demonstrated contributions and performance, further incentivizing her to
28 accept the modified terms.

113. **Emphasis on Financial Stability.** MINUZZI emphasized that the part-time role

1 would provide financial security during uncertain times, reinforcing UMANA’s narrative of
2 employee care and commitment. This assurance played a pivotal role in overcoming
3 PLAINTIFF’s initial hesitation about accepting the revised offer. The alignment between
4 UMANA’s stated mission and corporate ethos further convinced PLAINTIFF that her personal
5 contributions would be valued and properly compensated. Had PLAINTIFF known that these
6 representations were manipulative tactics designed to extract maximum effort without
7 reciprocation, she would have refused to engage further with UMANA or accept the role.

9 114. By framing these commitments as core company values in an official report
10 circulated to all employees, MINUZZI enhanced the credibility of her promises. The consistency
11 of these assurances communicated both privately and publicly, reinforced PLAINTIFF’s
12 confidence in UMANA’s commitment to rewarding hard work.

14 115. **Acceptance & Formal Onboarding:** On April 21, 2020, relying on the promises
15 and representations made by MINUZZI, PLAINTIFF formally accepted the modified offer to
16 join as Head of Compliance. The position, described by MINUZZI as “**less than part-time,**”
17 included a fixed monthly rate of four thousand (**\$4,000.00**) dollars—equating to approximately
18 one hundred (**\$100.00**) dollars per hour. Two days later, on April 23, 2020, PLAINTIFF began
19 her extensive onboarding process (*see* EXHIBIT G) and received her corporate email
20 credentials.

22 116. **Knowledge of Falsity.** UMANA knowingly misrepresented the terms of
23 PLAINTIFF’s employment to secure her acceptance of the modified offer. The CEO Letter &
24 Quarterly OKR Report served as a deliberate tool of manipulation. Despite public claims of
25 temporary changes due to COVID-19 UMANA had no intention of transitioning PLAINTIFF to
26 a full-time position, as confirmed by the experiences of similarly deceived employees. Had
27
28

1 PLAINTIFF been aware of the manipulative nature of UMANA's representations, she would
2 have declined the offer and ceased further engagement with the Company.

3 **3. Intentional Misrepresentation to Induce Plaintiff to Overcommit Through**
4 **Compensation and Career Advancement Promises**

5 117. **Intensified Manipulation Pre-Start Date.** Following PLAINTIFF's acceptance
6 of the modified offer, DEFENDANT MINUZZI escalated efforts to secure PLAINTIFF's full
7 commitment by presenting enticing but false, promises of career advancement and revenue-
8 sharing opportunities. These inducements were deliberately crafted to exploit PLAINTIFF's
9 aspirations for professional growth. By presenting career advancement promises—partnership
10 and revenue-sharing opportunities—as tangible, attainable goals, UMANA continued to
11 perpetuate false representations intended to exploit PLAINTIFF's labor.
12

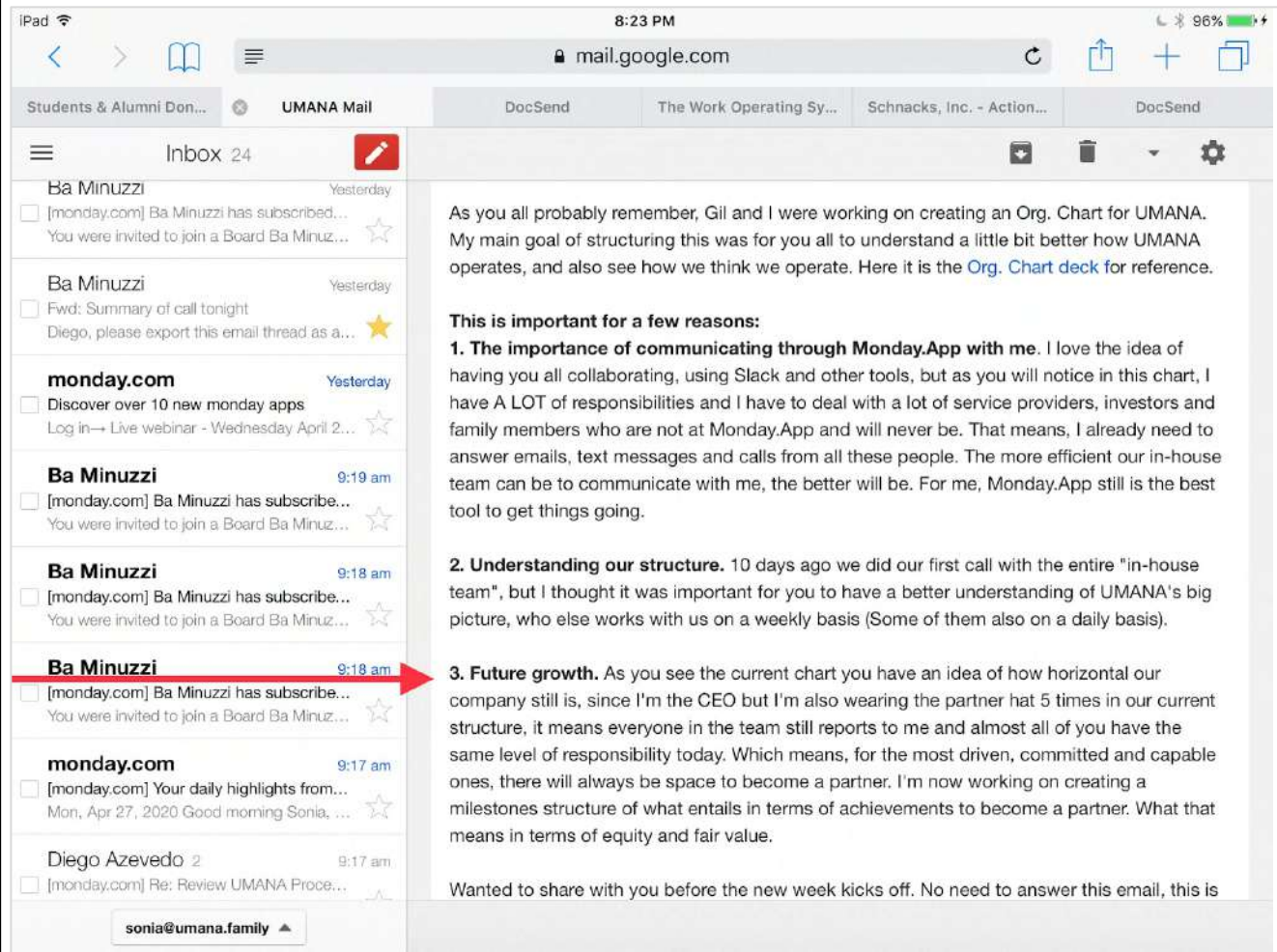
13 118. On April 28, 2020—just days before PLAINTIFF's official start date of May 1,
14 2020—MINUZZI sent a company-wide email that outlined UMANA's alleged growth
15 trajectory, organizational structure, and the conditions for attaining partnership and revenue-
16 sharing opportunities. The email directly tied these opportunities to employees' personal
17 qualities, such as drive, commitment, and capability, explicitly stating:
18

19 **“3. Future growth. As you can see from the current chart, you have an idea of how**
20 **horizontal our company still is.**

21 **Since I'm the CEO but also wearing the partner hat five times in our current**
22 **structure, it means everyone on the team still reports to me, and almost all of you**
23 **have the same level of responsibility today.**

24 **This means, for the most driven, committed, and capable ones, there will always be**
25 **space to become a partner.**

26 **I'm working on creating a milestones structure of what that entails in terms of**
27 **achievements to become a partner, and what that means in terms of equity and fair**
28 **value” (see screenshot below).**



119. **Promises Framed as Tangible Goals.** The timing and content of MINUZZI's email, sent just before PLAINTIFF officially began her tenure at UMANA, were used to manipulate PLAINTIFF and ensure her full commitment to the company. By repeatedly promising career advancement and explicitly stating, **“for the most driven, committed, and capable ones, there will always be space to become partner,”** MINUZZI created a compelling inducement. The email strategically framed partnership and revenue-sharing opportunities as achievable rewards for high-performing employees, creating a compelling inducement for PLAINTIFF to remain committed to UMANA. This manipulation strengthened PLAINTIFF's belief that her hard work and contributions would lead to fair compensation and professional advancement.

1 **120. False Representations of Financial Security.** Despite framing the part-time role
2 as “temporary,” PLAINTIFF’s workload was equivalent to that of a full-time employee. This
3 discrepancy further exposed the falsity of UMANA’s representations regarding both the nature
4 of the role and its compensation structure. DEFENDANT MINUZZI deliberately crafted false
5 representations to induce PLAINTIFF’s reliance and commitment to UMANA. These
6 representations made both in writing (April 28, 2020 email) and verbally, assured PLAINTIFF
7 that her hard work would result in fair compensation and professional advancement.
8

9 **121.** In reliance on these assurances:

10 **a. Foregone Opportunities:** PLAINTIFF declined other professional opportunities to
11 dedicate herself to UMANA.
12

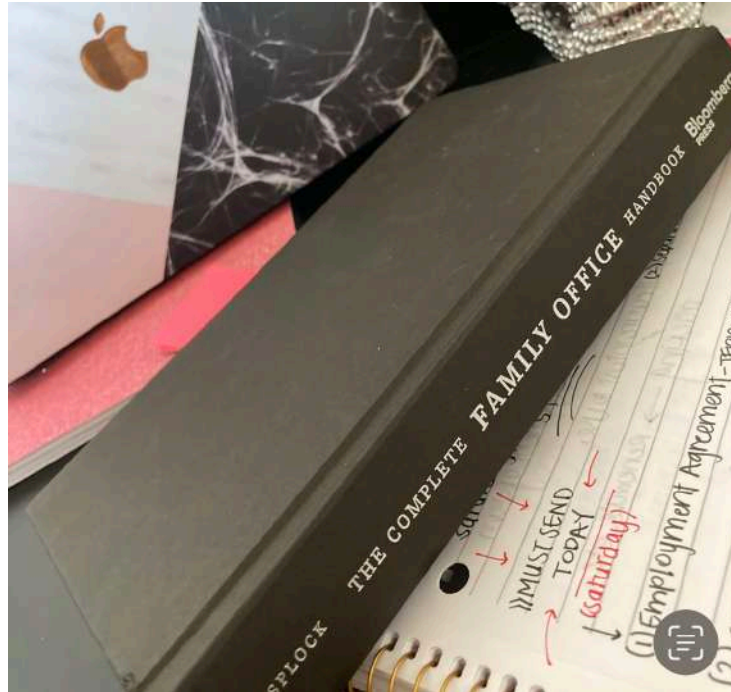
13 **b. Unreasonable Overcommitment:** PLAINTIFF consistently overextended herself under
14 the guise of earning eventual rewards, which DEFENDANT MINUZZI knowingly
15 misrepresented. Throughout PLAINTIFF’s tenure, MINUZZI reiterated these assurances,
16 keeping PLAINTIFF motivated to overextend herself. These representations were
17 entirely inconsistent with UMANA’s actual practices, which showed no intention of
18 creating a genuine path to partnership or revenue-sharing opportunities.
19

20 **122.** The timing of this communication was critical in reinforcing assurances that
21 UMANA would reward hard work and loyalty with meaningful career advancement. However,
22 subsequent actions revealed the deceitful nature of MINUZZI’s promises. Contrary to
23 DEFENDANT MINUZZI’s repeated assurances, UMANA had no genuine intention of
24 promoting employees to the partnership or offering revenue-sharing opportunities.
25

26 **123. Gestures Reinforcing False Promises.** Throughout PLAINTIFF’s tenure,
27 MINUZZI made deliberate comments and gestures to reinforce the false promise of
28

1 advancement, suggesting that her expanded duties were preparing her for a promotion to
2 UMANA's Chief Operating Officer ("COO").

3 124. On or about September 20, 2020, MINUZZI gifted PLAINTIFF her personal copy
4 of the *"Bloomberg Press' Complete Family Office Handbook"* and instructed her to study it as
5 preparation for a future COO role. This action was intentionally designed to foster reliance on
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18 the promised promotion and revenue-sharing opportunities. MINUZZI repeatedly reiterated these
19 promises of professional growth, further solidifying PLAINTIFF's belief in the credibility of
20 UMANA's assurances.
21

22 125. During PLAINTIFF's entire tenure through to this day four years later, UMANA
23 has not promoted a single individual to the partnership level. Moreover, MINUZZI eventually
24 removed the "Teams" page from UMANA's website—previously used to highlight employee
25 contributions—and replaced it with a solitary "Our Founder" page (*see* EXHIBIT H). This
26 erasure of team visibility allowed MINUZZI to claim credit for work she did not contribute to or
27 compensate fairly.
28

1 126. **Deliberate Misrepresentation of UMANA’s Image.** The manipulated public
2 image of UMANA as a transparent and socially responsible organization was also a facade. In
3 reality, UMANA’s operations were designed to maximize profits, exploit employees, and evade
4 taxes through a network of shell companies, subsidiaries, and purported non-profits controlled by
5 MINUZZI.
6

7 127. PLAINTIFF would soon uncover the complex web of companies controlled by
8 MINUZZI, all designed to funnel assets for her Co-Defendants for improper tax write-offs.
9 Rather than supporting genuine ventures or philanthropic causes, this scheme was a deliberate
10 effort to artificially lower tax liabilities and inflate net worth. At its core was MINUZZI, whose
11 deceptive tactics not only benefited her financially but also perpetuated the false image of
12 UMANA as a socially responsible enterprise.
13

14 128. MINUZZI herself played a significant role in maintaining the façade of her
15 fabricated background, consistently reinforcing the false narrative through her casual and
16 seemingly innocent statements. She regularly made misleading representations about her
17 qualifications, with even the smallest details carefully constructed to uphold the illusion of
18 authenticity. For example, in casual conversations with PLAINTIFF, MINUZZI often made
19 verbal representations about her time “**at college,**” giving the impression of a traditional
20 academic experience. MINUZZI also falsely claimed to possess an MBA from the prestigious
21 Wharton School. However, PLAINTIFF later discovered that MINUZZI had only completed a
22 two-week entrepreneurship program at Wharton, a glaring misrepresentation of her
23 qualifications.
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DIRECTORS, OFFICERS, MANAGERS, AND KEY PERSONS

The directors, officers, managers, and key persons of the Company are listed below along with all positions and offices held at the Company and their principal occupation and employment responsibilities for the past three (3) years.

Name	Positions and Offices Held at the Company	Principal Occupation and Employment Responsibilities for the Last Three (3) Years	Education
Elena Guberman	Co-CEO, Co-Founder and Manager	Co-CEO, Co-Founder and Manager of Schnacks LLC dba tbh, 2021 - Present Responsible for sales, operations, and general CEO responsibilities Co-Founder of Rubbish, 2019 – 2021 Responsible for operational and business strategy, company growth and growing teams to support scale Managing Partner of Rodeo CPG, 2017 - 2020 Responsible for operational and business strategy, company growth and growing teams to support scale	Fordham University, B.A., International Affairs/Art History, 2008
Ba Minuzzi	Co-CEO, Co-Founder and Manager	Co-CEO, Co-Founder and Manager of Schnacks LLC dba tbh, 2020 - Present Responsible for general CEO responsibilities Founder and CEO of Umana and Umana Venture Studio, 2018 - Present Led wealth management and fundraising efforts for the fund and grew team.	Colegio Farroupilha, 2005 (High School)

129. The extent of MINUZZI’s real education only came to light upon reviewing the SCHNACKS, LLC Form C filing, submitted on November 21, 2022 (*see* EXHIBIT I). A Form C is a mandatory disclosure filed with the Securities and Exchange Commission (“SEC”) as part of the Regulation Crowdfunding process, where companies must provide investors with material facts about their business, leadership, and financials. This filing explicitly listed MINUZZI’s highest level of education as “Colegio Farroupilha, 2005 (High School).” The stark contrast between MINUZZI’s publicly fabricated narrative and her verified qualifications highlights the calculated effort to bolster her perceived legitimacy while undermining transparency.

1 130. While UMANA portrayed MINUZZI as someone who overcame great adversity,
2 her privileged upbringing and financial backing stand in contrast to this narrative. Despite claims
3 of higher education, MINUZZI's background includes only a high school diploma. Her business
4 ventures, which exceed her apparent knowledge and experience, were not the result of personal
5 achievement but were fully supported by wealthy family friends. Her parents, both doctors,
6 provided not only financial backing and professional connections but also a safety net that eased
7 her relocation and business pursuits.
8

9 131. **Reasonable Reliance and Exploitation.** PLAINTIFF's reliance on MINUZZI's
10 representations was reasonable, given:
11

- 12 1. The professional context in which the promises were made.
- 13 2. MINUZZI's authority as UMANA's CEO.
- 14 3. The specificity of the promises outlined.

15 132. **Deceptive Strategy to Exploit Labor.** Ultimately, PLAINTIFF would discover
16 that these misrepresentations were part of a deliberate strategy to exploit her labor while denying
17 her the promised rewards. UMANA's true objective was not to foster social good but to enrich
18 its leaders at the expense of its employees, masking its greed behind a veneer of altruism.
19

20 **C. SIGNIFICANT VALUE ADDED TO UMANA**

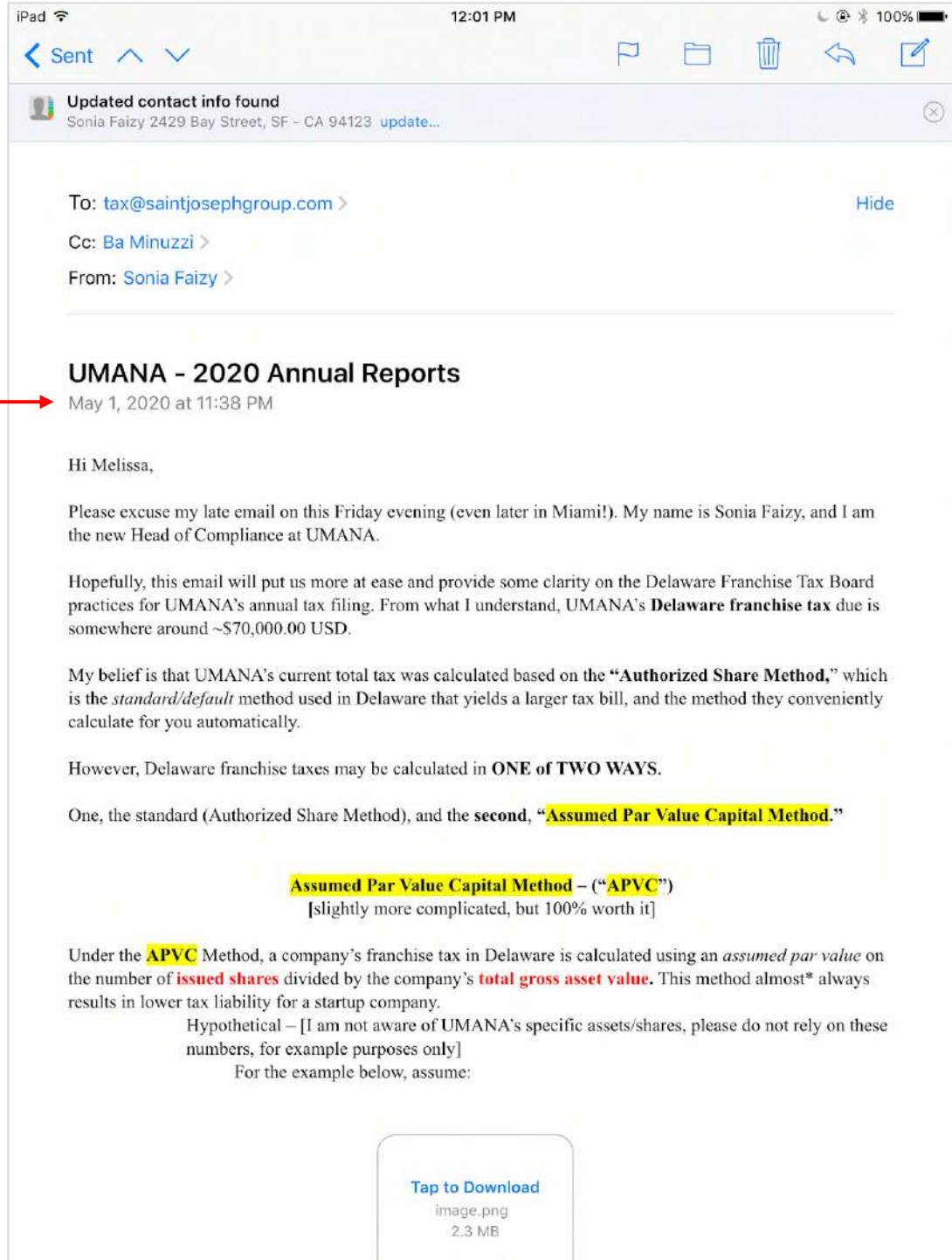
21 133. PLAINTIFF's first day at UMANA marked the beginning of her significant
22 contributions to the company, underscoring her immediate value. As a result, her workload
23 immediately increased far beyond her original job description. During this initial phase,
24 PLAINTIFF's work was met with constant praise from DEFENDANT MINUZZI, whose
25 gratitude and encouragement fueled her enthusiasm. This praise was part of a broader narrative
26 that positioned PLAINTIFF as an integral part of UMANA's operations.
27
28

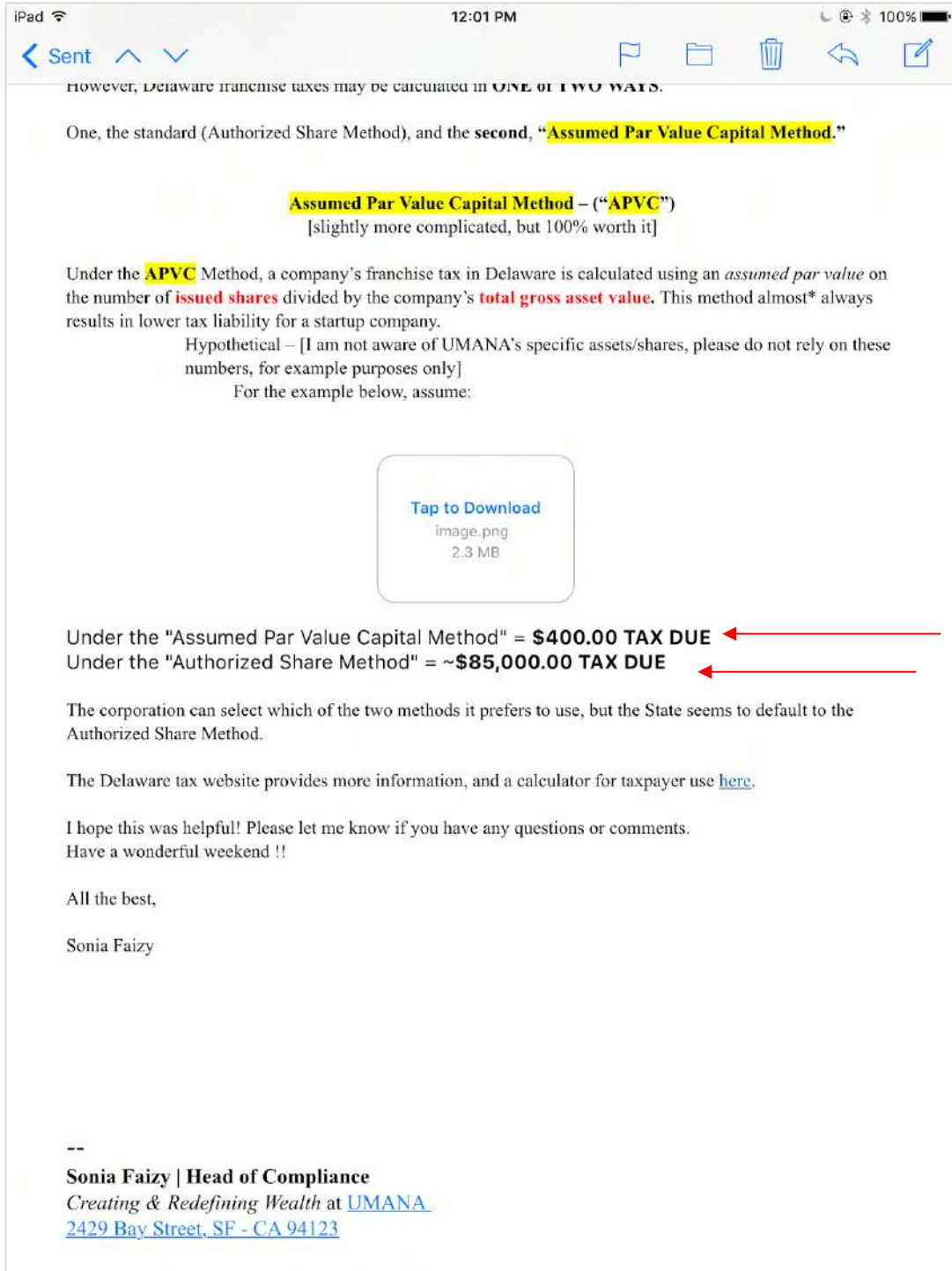
1 134. **Plaintiff's Significant Value Added:** On May 1, 2020, PLAINTIFF resolved a
2 significant tax issue that had previously confounded UMANA's internal financial team and
3 external tax consultants. This issue involved a looming seventy-two thousand, nine-hundred
4 twenty-nine dollars and sixty-four cents (**\$72,929.64**) tax burden due to UMANA's annual
5 franchise tax filing, a problem that remained unresolved despite efforts from UMANA's CFO,
6 tax specialists, and other advisors. PLAINTIFF's diligence led her to identify the source of the
7 problem and devise an effective solution.
8

9 135. Upon reviewing UMANA's tax filing methods, PLAINTIFF discovered that the
10 company's default use of the "Authorized Share Method" for calculating Delaware franchise
11 taxes resulted in a disproportionately high tax assessment. Recognizing the issue, PLAINTIFF
12 researched an alternative tax calculation method— the "Assumed Par Value Capital Method"—
13 which calculates tax liability based on issued shares and gross assets. This method would
14 significantly reduce UMANA's tax obligations.
15

16 136. Despite no prior experience with Delaware franchise tax filings, PLAINTIFF took
17 the initiative to recalculate UMANA's tax liability using the alternative method. Her decisive
18 action reduced the company's tax burden from seventy-two thousand, nine-hundred twenty-nine
19 dollars and sixty-four cents (**\$72,929.64**) down to four hundred (**\$400.00**) dollars, directly saving
20 UMANA seventy-two thousand, five-hundred twenty-nine dollars and sixty-four cents
21 (**\$72,529.64**) in a single day.
22

23 137. By 11:38 PM later that same night, PLAINTIFF had prepared a comprehensive
24 summary of her findings, detailing the steps for UMANA's tax team to follow in filing an
25 amended report using the new method. This prompt, thorough guidance not only resolved the
26 immediate issue but also ensured that it would not recur in the future. Her ability to identify,
27
28





research, and implement a solution so quickly demonstrated her exceptional value to the Company. This significant contribution was made within mere hours of assuming her official duties, instantly demonstrating PLAINTIFF's skills.

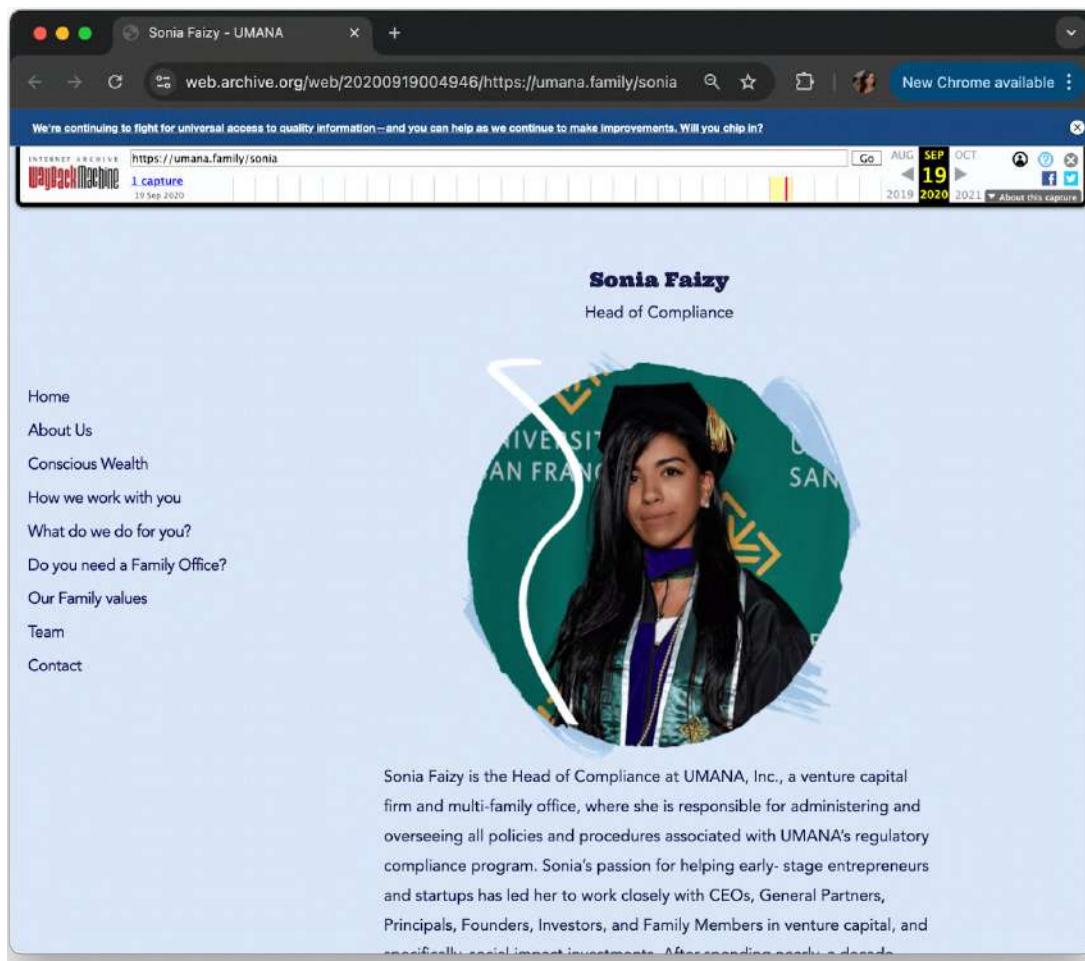
1 **1. Plaintiff's Exemplary Performance Rewarded**

2 138. **Plaintiff's Expanded Role:** Recognizing PLAINTIFF's problem-solving skills
3 and leadership, DEFENDANT MINUZZI swiftly expanded her role, increasing her involvement
4 in high-profile projects such as the SCHNACKS Team (*see* EXHIBIT J), the DuContra Ventures
5 Team, and broader oversight of UMANA's operations.
6

7 139. PLAINTIFF's contributions to UMANA went far beyond her legal duties. From
8 the outset, she played a pivotal role in transforming the company's operations, making them
9 more organized, disciplined, and aligned with industry standards. PLAINTIFF streamlined
10 compliance processes through her strategic initiatives, created detailed practice guides, and
11 implemented essential changes to ensure UMANA's adherence to labor and tax regulations.
12 These efforts significantly improved the company's efficiency, fostered greater accountability,
13 and strengthened internal cohesion.
14

15 140. Additionally, PLAINTIFF mentored staff and cultivated strong relationships with
16 clients, which substantially enhanced UMANA's credibility and reputation. Her commitment to
17 ethical business practices led to considerable progress in aligning the company's operations with
18 established compliance standards, demonstrating her far-reaching influence on the company's
19 success.
20

21 141. **Plaintiff's Formal Integration into Defendants' Corporate Branding:** As
22 PLAINTIFF's role expanded, so did her visibility within UMANA. Shortly after showcasing her
23 abilities, she was formally integrated into UMANA's corporate branding. PLAINTIFF received
24 her official UMANA business card listing her as 'Head of Compliance,' followed by her
25 company email address, 'SONIA@UMANA.family,' her cell phone number, and UMANA's
26 HQ's address. Additionally, her professional biography, accompanied by three photographs, was
27
28



prominently featured on UMANA's official website. This inclusion signified PLAINTIFF's elevated status within the company and underscored the essential nature of her contributions. In addition to these public recognitions, DEFENDANT MINUZZI, and other decision-makers

consistently acknowledged PLAINTIFF's importance to the organization. By entrusting her with key projects and publicly reinforcing her integral role, UMANA further affirmed PLAINTIFF's status and value within the company.

142. PLAINTIFF's responsibilities quickly surpassed the part-time scope outlined at the time of her hiring. In response to her growing role, DEFENDANT MINUZZI explicitly assured PLAINTIFF that a pay raise and equity would soon follow to reflect her expanded workload and significant contributions.

143. On May 14, 2020, MINUZZI sent a group email praising PLAINTIFF's performance and reinforcing promises of future growth and fair compensation (*see* EXHIBIT K). Relying on these assurances, PLAINTIFF worked tirelessly, exceeding ninety (90) hours per week, motivated by the expectation that her efforts would be properly recognized and rewarded.



144. As part of her expanded involvement, PLAINTIFF was added to all investor

1 materials and internal/external organizational charts, further cementing her high-level association
2 with UMANA's operations. The organizational chart, a screenshot of which is included above,
3 clearly and prominently displays PLAINTIFF as the "Head of Compliance" for all UMANA-
4 managed venture capital funds. The chart illustrates the direct reporting structure, with a clear
5 "line" showing PLAINTIFF's oversight of and direct accountability to four different funds:
6 BABEL VENTURES, AUSUM VENTURES, DUCTONTRA VENTURES, and SPIDER
7 VENTURES. This visual representation reflects PLAINTIFF's pivotal role in ensuring
8 compliance across UMANA's entire portfolio.
9

10 145. PLAINTIFF's early tenure at UMANA can be characterized as a "honeymoon
11 phase," where she consistently received praise for her performance. She excelled in her
12 expanding role, taking on additional duties in stride and continuously exceeding expectations
13 with high-quality work.
14

15 146. Her responsibilities quickly grew to include executive-level tasks, such as leading
16 several one-on-one candidate interviews (*see* EXHIBIT L), negotiating and closing deals on
17 behalf of UMANA clients (*see* EXHIBIT M), and overseeing high-stakes financial and legal
18 matters (*see* EXHIBIT N)—further demonstrating her exceptional performance and growing
19 influence within the company.
20

21 147. PLAINTIFF's performance was exemplary by all available measures. Her
22 unwavering dedication to her work earned her continuous praise from her supervisors, especially
23 MINUZZI. Her commitment to excellence was often acknowledged through encouraging words
24 and tangible rewards, which reinforced her value within the company. The positive performance
25 reviews and feedback PLAINTIFF received during this time, included, but not limited to the
26 following:
27
28

1 a. May 14, 2020 – Positive performance review: PLAINTIFF’s performance was
2 recognized for exceptional work done in a variety of tasks, demonstrating her
3 dedication to the company’s goals. (*see* EXHIBIT K)

4 b. August 10, 2020 – MINUZZI praised PLAINTIFF’s contribution: “**Hey Sonia,**
5 **this is very helpful,**” acknowledging the value of PLAINTIFF’s assistance in a
6 project.

7 c. August 15, 2020 – MINUZZI expressed excitement about PLAINTIFF’s
8 readiness to take on new challenges: “**Thanks Sonia Faizy. This is very, very**
9 **helpful. Super excited to know that you are down to embrace this challenge,**
10 **learn how to do it, and guide us on this process.**”

11 d. August 22, 2020 – Recognition of a job well done: MINUZZI commented,
12 “**Thanks for the update!**” and “**Really good,**” further validating PLAINTIFF’s
13 efficiency and thoroughness in her work.

14 e. August 27, 2020 – Acknowledgement of her wins: MINUZZI celebrated
15 PLAINTIFF’s accomplishments, saying, “**It’s all about the small wins to**
16 **achieve the big results! Congrats on winning the day today!**”

17 f. September 15, 2020 – Commendation for an excellent project: After
18 PLAINTIFF completed AUSUM’s business taxes and created an accompanying
19 Excel spreadsheet that would track and monitor the neglected K-1 tax
20 preparations, MINUZZI responded with: “**Amazing!**” This was a direct
21 recognition of the high-quality work PLAINTIFF produced in the tax-related
22 tasks.

23 g. September 16, 2020 – Performance bonus and praise: MINUZZI awarded
24
25
26
27
28

PLAINTIFF a thousand (\$1,000.00) dollar performance bonus with the comment:

“Bonus of \$1k because of your level of commitment learning about taxes and offering support on filing taxes for Ausum’s entity. We are family!”

deel.

PRO FORMA INVOICE

Bill from:
Sonia Faizy
350 Turk Street, 1601
San Francisco, CA 94102
United States
+18589431405

DOCUMENT 101265
STATUS Paid
ISSUE DATE September 14, 2020
DUE DATE September 15, 2020
PAID DATE **September 16, 2020**
TOTAL PAID **\$1,000.00**

Bill to:
Umana, Inc
2429 bay street
San francisco, CA 94123
United States
Registration number: 842395890

Team: Umana, Inc

Contract

Sonia Contractor Agreement

Scope

The Services you will be providing to the Company include but are not limited to: 1. Negotiating, writing, and executing agreements and contracts on behalf of the Company. 2. Offering counsel on a wide variety of legal issues. 3. Assisting the Company's clients with a variety of legal needs, including but not limited to incorporation of entities in multiple jurisdictions, operating agreement and/or bylaws, and side letters. 4. Advising on contract status, legal risks, and the legal liabilities associated with different transactions. 5. Researching and anticipating unique legal issues that could impact the Company. 6. Writing and reviewing advertising and marketing materials, and brochures, to ensure that they are in compliance with legal requirements. 7. Providing training to the Company, when necessary, on legal topics. 8. Communicating and negotiating with external parties (regulators, external counsel)

DESCRIPTION / MEMO	AMOUNT
Fixed contract	
Invoice for work between September 1, 2020 to September 15, 2020	
Bonus: Your payment was adjusted this cycle with a bonus of \$1k because of your level of commitment learning about taxes and offering support on filing taxes for Ausum's entity. We are family!	\$1,000.00
	VAT \$0
	TOTAL PAID \$1,000.00

Invoice created via **deel.**

DEEL REF: 101265

PAGE 1 OUT OF 1

DEEL REF: 101265

1 148. This period of trust, praise, and increasing responsibilities affirmed the promises
2 made during PLAINTIFF's hiring process, particularly regarding future compensation and
3 opportunities for advancement. However, as her tenure continued, these early signs of success
4 would be overshadowed by deeper systemic issues within UMANA, which would eventually
5 expose a toxic and inequitable workplace environment.
6

7 149. On or about September 14, 2020, following the completion of AUSUM's K-1s
8 and business taxes, PLAINTIFF and MINUZZI engaged in what was, objectively, a positive
9 conversation regarding PLAINTIFF's future at UMANA. During this discussion, MINUZZI
10 assured PLAINTIFF that her unpaid wages and salary increase were imminent and "right around
11 the corner," contingent upon receipt of a one-hundred-thousand-dollar (\$100,000.00) investment
12 check from DEFENDANT ADRIEN GRENIER (*see* EXHIBIT O). She further stated that, in the
13 interim, she would consolidate PLAINTIFF's partial payment of four thousand dollars
14 (\$4,000.00) per month into a single payment rather than bi-monthly installments. However, these
15 assurances ultimately proved to be empty and calculated misrepresentations designed to string
16 PLAINTIFF along and prolong her exploitation without delivering the promised compensation
17 she had rightfully earned.
18
19

20 150. As weeks passed, the professional environment at UMANA began to change. In
21 the course of performing her duties as Head of Compliance, PLAINTIFF began to observe a
22 series of deeply troubling and unlawful business practices and uncovered a culture of fear and
23 intimidation perpetuated by MINUZZI, which undermined the positive atmosphere she had
24 initially experienced. PLAINTIFF identified concerning patterns and irregularities in the
25 Company's operations, raising serious concerns and marking a stark departure from the
26 promising and supportive start to her career at UMANA.
27
28

1 **D. DISCOVERY OF UNLAWFUL BUSINESS PRACTICES**

2 151. Approximately six weeks into her tenure, during the performance of her duties as
3 Head of Compliance, PLAINTIFF began to uncover these significant systemic failures within
4 UMANA's operations. These failures were not isolated incidents but part of a recurring pattern
5 of dysfunction perpetuated by UMANA'S CEO, DEFENDANT MINUZZI. These issues
6 highlighted a broader lack of oversight, resistance to compliance measures, and a general
7 disregard for legal mandates. The discovery of each violation followed a similar pattern:
8

- 9 • **Stage #1:** First, PLAINTIFF would uncover a significant operational or compliance
10 failure that posed a risk to the Company's integrity or legal standing.
11 • **Stage #2:** After PLAINTIFF voiced her concerns, DEFENDANT MINUZZI would
12 respond with outward shock or confusion, often feigning complete ignorance about the
13 issue to deflect responsibility.
14 • **Stage #3:** DEFENDANT MINUZZI would then instruct PLAINTIFF to conduct
15 thorough research and develop a comprehensive solution to address and mitigate the
16 identified risks.
17 • **Stage #4:** Upon presenting her recommended solutions, DEFENDANT MINUZZI would
18 initially express agreement and support for PLAINTIFF's proposed course of action.
19 • **Stage #5:** PLAINTIFF would then diligently complete all necessary work to prepare for
20 the implementation of the recommended changes, dedicating substantial time and effort
21 to ensuring they were ready to execute.
22 • **Stage #6:** When the time came to put the changes into effect, DEFENDANT MINUZZI
23 would fabricate various excuses or rationales to delay and ultimately stall the
24 implementation process, leaving the issues unresolved.
25
26
27
28

152. This repeated pattern of neglect and resistance exposed deep-rooted instability within UMANA, ultimately laying the groundwork for the unlawful retaliation and termination of PLAINTIFF when she opposed the practices.

1. Discovery – Defaulted UMANA Entities

153. PLAINTIFF's first major discovery at UMANA revealed that more than twenty (20) UMANA-related entities and subsidiaries had been in default with the Delaware and Florida Secretaries of State for over three years. These entities had failed to maintain registered agents,

Limited Liability Company (LLCs)					ANNUAL FRANCHISE TAX FILING REPORT							NEXT STEPS
UMANA (DE) LLCs					ANNUAL FRANCHISE TAX FILING REPORT							NEXT STEPS
Group	LLC Name	State of Formation	Filing No.	Formation YEAR	2018			2019			TOTAL DUE	NEXT STEPS
	BABEL CLARA SPV, LLC	DE			LLC Tax	Penalty	1/5% Monthly Interest Rate	LLC Tax	Penalty	1/5% Monthly Interest Rate		
	Inventhaus USA, LLC	NO FORMATION DOC		FILE DRIVE	\$300.00	\$300.00	\$97.50	\$100.00	\$200.00	\$7.50	\$1,105.00	PAY TOTAL DUE
Bá Minuzzi	BABEL VENTURES, LLC	DE		2017	\$300.00	\$300.00	\$97.50	\$100.00	\$200.00	\$7.50	\$1,105.00	PAY TOTAL DUE
	B. QUINN SPV, LLC	DE		2017	\$0	\$0	\$0	\$300	\$200.00	\$7.50	\$508	PAY TOTAL DUE
	Shepherd Projects, LLC	DE		Year 2020	\$0	\$0	\$0	\$0	\$0	\$0	current	NEXT YEAR
	Twice Peaks, LLC	DE		YEAR : 2018	INACTIVE ENTITY NOTICE: "Renewed for Default" When an entity has failed to pay their yearly taxes - OR failed to maintain a Registered Agent, it may fall into a status other than "good standing"			INACTIVE ENTITY STATUS If entity maintains that status, documents be filed and all back taxes AND filing fees be paid. http://www.delaware.gov/corps20/			INACTIVE ENTITY - Required FORMS: 2) 1. Filing Cover MEMO 2. Certificate of Revival (noted to UMANA (Taxes - LLC)	
	AUSUM	AUSUM, LLC	DE		2017	\$300.00	\$300.00	\$97.50	\$100.00	\$200.00	\$7.50	\$1,105.00
BABEL VENTURES GP	BABEL NABIS SPV, LLC	DE		YEAR 2020	\$0	\$0	\$0	\$0	\$0	\$0	current	NEXT YEAR
	BABEL SPV I, LLC	DE		2017	\$300.00	\$300.00	\$97.50	\$100.00	\$200.00	\$7.50	\$1,105.00	PAY TOTAL DUE
	BABEL SPV II, LLC	DE		YEAR : 2017	\$300.00	\$300.00	\$97.50	\$100.00	\$200.00	\$7.50	\$1,105.00	PAY TOTAL DUE
UMANA	UMANA House of Funds, LLC	DE		2020	\$0	\$0	\$0	\$0	\$0	\$0	current	NEXT YEAR
	UMANA GP, LLC	FL		2020	CHECK Florida - Entity STATUS							
JEREMY GARDER	B. AUSUM Partners, LLC	DE		2018	\$300.00	\$300.00	\$97.50	\$100.00	\$200.00	\$7.50	\$1,105.00	PAY TOTAL DUE
	AUSUM VENTURES, LLC	FL		2016	CHECK Florida- Entity STATUS							
LIMITED PARTNERSHIP (LPs)												
UMANA (DE) LPS				ANNUAL FRANCHISE TAX FILING REPORT							NEXT STEPS	
Group	LP Name	State of Formation		Formation YEAR	2018			2019			TOTAL DUE	NEXT STEPS
	AUSUM	AUSUM BLOCKCHAIN FUND, LP	DE	2018	LP Tax	Penalty	1/5% Monthly Interest Rate	LP Tax	Penalty	1/5% Monthly Interest Rate		
		BABEL FUND I, LP (BIOTECH)	FL		\$0	\$0	\$0	\$300 (paid)	\$0	\$0	current	NEXT YEAR
		DuContra VENTURES, LP	NO Formation Docs	FILE DRIVE	Locate Formation Documents							
		BABEL PARTICIPATION, LP	Foreign Formation (C)	2017	Check Entity Status & Compliance							
		INVENTHAUS VENTURES (V, Limited Partnership	DE	2016	2016 ANNUAL FRANCHISE TAX REPORT (only for INVENTHAUSE)							
					\$175.00 (2016)	\$124.00 (2016)	\$54.00 (2016)	see "Annual Franchise Tax Report" PDF			\$404.00 (2016)	PAY TOTAL DUE
GENERAL PARTNERSHIPS (GPs)												
UMANA (DE) GPs				ANNUAL FRANCHISE TAX FILING REPORT							NEXT STEPS	
Group	GP Name	State of Formation		Formation YEAR	GP Tax	Penalty	1/5% Monthly Interest Rate	GP Tax	Penalty	1/5% Monthly Interest Rate	TOTAL DUE	NEXT STEPS
	DuContra	DuContra Ventures	NO FORMATION	FILE DRIVE	Locate Formation Documents							
	UMANA	UMANA GP, LLC	FLORIDA	2020	CHECK FLORIDA - Entity Status							
	Bá Minuzzi	BABEL VENTURES GP	Foreign Form	FILE DRIVE	Check Entity Status & Compliance							

pay annual franchise taxes or comply with other state governance requirements. This prolonged non-compliance exposed UMANA to significant legal and financial risks, jeopardizing its

1 operations and reputation, and was completely unknown to its CEO and CFO—allegedly. Their
2 lack of awareness of such a critical issue underscores a fundamental breach of their fiduciary
3 duties to exercise reasonable oversight and ensure the company’s adherence to state compliance
4 requirements. For over three years, they disregarded state-issued notices, failed to satisfy annual
5 franchise tax obligations, and neglected the absence of registered agents—issues that could have
6 been easily discovered through minimal diligence. This sustained inaction, whether willful or
7 negligent, reflects a complete failure to follow basic corporate formalities, further supporting an
8 argument for piercing the corporate veil.
9

10 **a. Plaintiff’s Opposition to UMANA’s Failure to Comply with State Business**
11 **Requirements**

12 154. PLAINTIFF initially addressed the discovery of the neglected entities by
13 conducting a thorough investigation to uncover the full extent of the problem. With no internal
14 record retention policies or practices in place at UMANA, she was forced to individually search
15 for information on each entity without any assistance or access to an “accurate” version of
16 records. After identifying all the defaulted entities, PLAINTIFF meticulously researched the
17 necessary compliance requirements and prepared detailed Internal Practice Guides for
18 DEFENDANT MINUZZI (*see* EXHIBIT P). These guides included comprehensive summaries
19 and step-by-step instructions for the “revival process” (see screenshots below). Unlike with other
20 unlawful practices she would later uncover, PLAINTIFF successfully persuaded DEFENDANT
21 MINUZZI to implement these recommendations—although the severity of this problem made
22 compliance seem like an unavoidable necessity. Her efforts addressed the immediate issue and
23 served as a critical step in restoring UMANA’s corporate standing and mitigating the risks
24 created by years of neglect. PLAINTIFF filed overdue paperwork, paid outstanding fees, and
25 established a trackable compliance process to resolve the failures and safeguard UMANA’s
26
27
28

Practice Guide :

DELAWARE FRANCHISE ANNUAL TAX FILING re: LLCs; LPs; and GPs

U
UMANA | Venture Studio

3 STEPS TO COMPLIANCE

1. Keep ENTITY Agent/Contact information updated;
2. Remain in "Good Standing;"
3. FILE/PAY Annual Taxes - and -

HERE:

This practice guide focuses primarily on

STEP #3: FILE/PAY Annual Taxes

NO ANNUAL REPORT REQUIRED

Unlike Corporate entities, LLCs; LPs; and GPs; (formed in the state of DELAWARE) are **NOT** required to file annual report.

ONLY REQUIREMENT = PAY ANNUAL TAX FEE

CONSEQUENCES OF FAILING TO PROPERLY FILE/PAY ANNUAL TAXES

If You fail to file/pay your Annual Report, the state CAN automatically dissolve (shut down) your BUSINESS ENTITY

NO NEED TO WORRY! - REVIVAL PROCESS will reinstate your entity.

FIRST: Pay all back penalties and fees, pay outstanding registered agent fee and pay a reinstatement fee.

after payment ...

REVIVAL process may restore Good Standing Status of VOID entity by filing a Delaware Certificate of Renewal

"REVIVAL" =

- and -

Delaware Certificate of Revival

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4 Main Steps to File Annual Report & Franchise Tax

- #1: Go to Delaware Division of Corporations Website
- #2: Enter your Corporation's Entity Filing #
- #3: Complete Information about your ENTITY
- #4: Pay Full Amount Due

FEES & PAYMENT

All Domestic and Foreign Limited Liability Companies (LLCs), Limited Partnerships (LPs), and General Partnerships (GPs) formed or registered in DELAWARE are **required** to:

PAY ANNUAL TAX OF \$300.00.

(There is **NO Requirement** to file an annual report)

(JUST PAY \$300.00 FEE)

Additional Information

For more detailed information and an incorporating package, please contact

By email: corp@delaware.gov
The Delaware Department of State
Division of Corporations
PO Box 898, Dover, Delaware 19903
(302) 739-3073
Website: www.corp.delaware.gov

Additional Questions?

Contact Sonia Faizy directly at
sonia@umana.family

interests, demonstrating exceptional leadership and foresight in navigating this challenge. Within a couple of weeks, PLAINTIFF successfully revived all defaulted entities and brought them into good standing. In addition to resolving the immediate compliance failures, she implemented a sustainable compliance framework, ensuring that similar issues would not arise again.

Practice Guide :

UMANA | HoF | Entity Revival Process

U
UMANA | Venture Studio

TIME RESTRICTIONS TO MAKE PAYMENTS?

NO – the GOOD NEWS is:

You can revive your DE entity at any time. It just becomes more expensive the longer you have been administratively dissolved/not in good standing.

To revive your Delaware corporation, there is a \$169 filing fee required.

Before the revival can be filed, all franchise taxes, penalties and interest that were due to the State at the time the corporation became void/forfeited must be paid and all applicable Annual Franchise Tax Reports must be filed.

REVIVAL FEES

Please contact the Franchise Tax Section prior to submitting the document for filing to determine the amount owed.

Delaware Department of State: Division of Corporations, Franchise Tax Section, at: (302) 739-3073 option 3, or email them at DOSDOC_Ftax@state.de.us

UMANA | House of Funds LIST OF UMANA LPs and GPs THAT ARE NOT IN 'Good Standing'

Limited Partnerships (LPs)

#1: INVENTHAUS VENTURES IV, Limited \$408.00

TOTAL AMOUNT DUE [re: LPs]

\$408.00 USD

(may change with addition of missing information)

General Partnerships (GPS)

Additional Information Still Needed

UMANA | House of Funds LIST OF UMANA LLCs THAT ARE NOT IN 'Good Standing'

Limited Liability Companies

#1: AUSUM, LLC \$1,050.00 Past Due

#2: B. AUSUM PARTNERS, LLC \$1,050.00 Past Due

#3: BABEL CLARA SPV, LLC \$1,050.00 Past Due

#4: BABEL SPV I, LLC \$1,050.00 Past Due

#5: BABEL SPV II, LLC \$1,050.00 Past Due

#6: B. AUSUM PARTNERS, LLC \$1,050.00 Past Due

#7: B. QUINN SPV, LLC \$508.00 Past Due

#8: BABEL VENTURES, LLC \$1,050.00 Past Due

#9: TWIN PEAKS CAPITAL, LLC \$1,050.00 Past Due

TOTAL AMOUNT DUE [re: LLCs]

\$8,908.00 USD

Additional Questions?

Contact Sonia Faizy directly at
sonia@umana.family

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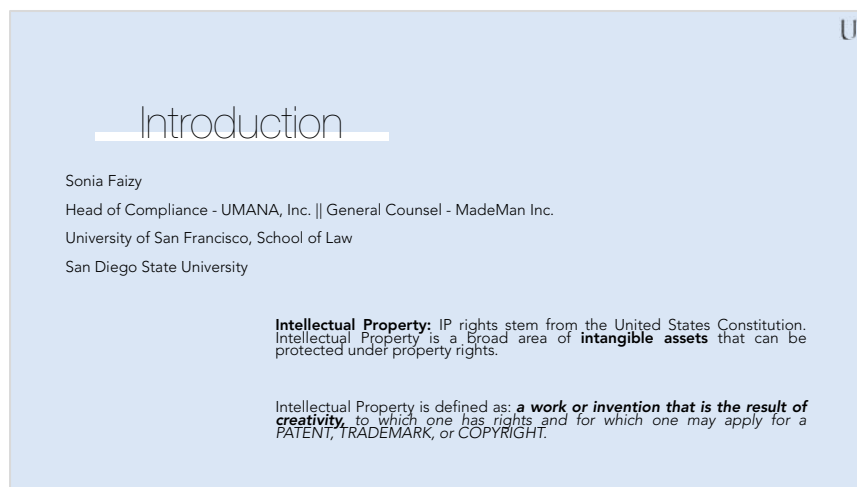
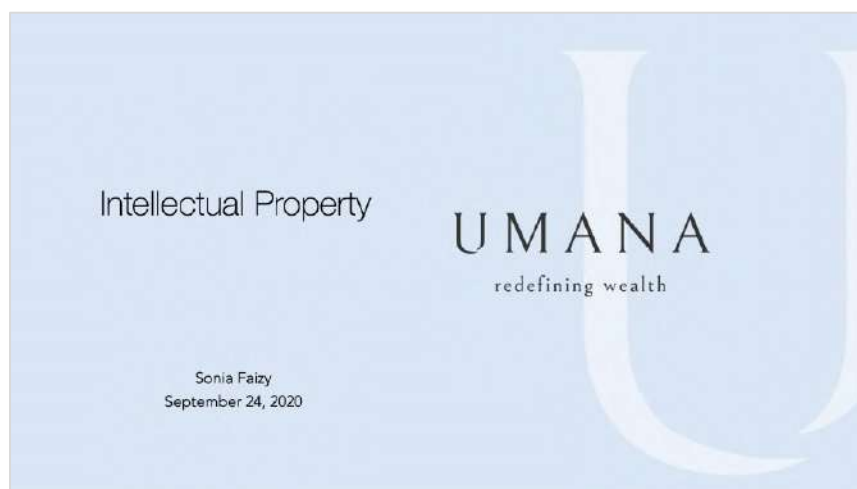
2. Discovery – Exploitation of Unpaid Interns

155. PLAINTIFF's next discovery revealed that UMANA relied heavily on unpaid interns to perform critical analyst-level work. These interns were functioning as associate-level investment analysts without receiving compensation, violating wage and hour laws.

a. Plaintiff's Opposition to UMANA's Exploitation of Unpaid Interns

156. To address this, PLAINTIFF collaborated with UMANA's Principal of

Investments, JESSICA KARR (“KARR”), who also oversaw UMANA’s intern program, to enhance the value of the interns’ experience. Together, they implemented several professional development initiatives, including an intellectual property law seminar led by PLAINTIFF on September 24, 2020 (*see* EXHIBIT Q). These efforts, introduced shortly before PLAINTIFF’s termination, underscored her commitment to ethical practices. However, DEFENDANT MINUZZI resisted permanently adopting these changes, opting instead to maintain the exploitative status quo.



3. Discovery – Systemic Misclassification Scheme

157. During this same period, PLAINTIFF uncovered UMANA’s intentional and

1 systemic misclassification of its workforce. The Company unlawfully classified one hundred
2 percent of its staff, including department heads and employees performing essential business
3 functions, as independent contractors for improper taxation and employment purposes. Despite
4 exercising significant control over their work schedules, assignments, and performance,
5 UMANA intentionally and unlawfully denied these workers their rightful status as employees in
6 violation of California labor laws.

7
8 **a. Plaintiff's Opposition to UMANA's Misclassification of Employees as**
9 **Independent Contractors**

10 158. Upon uncovering these violations, PLAINTIFF immediately opposed the
11 misclassification scheme by drafting a comprehensive practice guide detailing the legal
12 requirements for worker classification under California Assembly Bill 5 (AB 5) (*see* EXHIBIT
13 R). The guide identified UMANA's noncompliance, detailed the risks associated with these
14 practices, and provided step-by-step recommendations for corrective actions. PLAINTIFF also
15 prepared term sheets and formal employment agreements for workers, some of whom—
16 including KARR—had been with the Company long before PLAINTIFF's arrival and were
17 entitled to full employee benefits under the law.

18
19 159. **Additional Wage and Hour Violations.** When PLAINTIFF presented her
20 findings and proposed corrective measures, DEFENDANT MINUZZI again feigned ignorance,
21 claiming she was unaware that UMANA's practices were unlawful. MINUZZI pretended not to
22 understand why misclassifying employees as independent contractors was problematic,
23 prompting PLAINTIFF to explain in detail the additional rights employees were being
24 unlawfully denied due to the misclassification.

25
26
27 **i. Denial of Employee Benefits.** UMANA's misclassification scheme deprived its
28 workers of critical benefits, including vital health insurance and paid sick leave.

Despite their substantial contributions to the Company, employees were unlawfully denied these essential protections, in direct violation of California labor laws. PLAINTIFF identified these violations and incorporated remedies into her proposed employment agreements.

re: Independent Contractors UMANA

QUESTION What are the risks of incorrectly using "Independent Contractor" Agreements?

↓

Wrongfully classifying workers as "independent contractors" instead of "employees" can subject companies to legal liability for:

- unpaid employment taxes
- failure to pay minimum wage & overtime pay
- failure to provide benefits
- extensive civil penalties & fines
- more severe consequences for "willful misclassifications"
- violations of anti-discrimination laws that protect only employees

In addition to claims brought by the government for civil fines and unpaid taxes, wrongful classifications of independent contractors can subject companies to claims from the **individual** worker as well.

↑

This means that workers claiming misclassification as independent contractors can use California's new Assembly Bill 5 to make claims that they are or were **"employees"** and are entitled to make claims such as **failure to reimburse necessary business expenses** (Labor section 2802), **failure to provide accurate and complete wage statements** (Labor Code section 226), **failure to pay unemployment insurance tax**, and **failure to provide workers compensation insurance**

CALIFORNIA'S NEW LAW: Assembly Bill 5

On January 1, 2020, California Assembly Bill 5 ("AB5") went into effect. AB5 was signed by Governor Gavin Newsom to provide the TEST to determine whether an individual is an "independent contractor" or an "employee."

The ABC Test - assumes that an individual is an "employee" unless the company can show the following (3) things:

- (1) Control
The worker is free to perform services without the control or direction of the company.
- (2) Regular Course is Business
The worker is performing work tasks that are outside the usual course of the company's business activities.
- (3) Independent Business
The worker is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed

IMPACT OF AB5:

This test holds companies to a higher standard in proving workers are independent contractors than was previously used in California. AB5 makes this test the new gold standard requirement for companies that hire workers in the state of California

Anyone performing work for a company that is the same as the business of that company is presumed to be an employee.

UMANA • Creating and Redefining Wealth

ii. Failure to Pay Overtime. Misclassification also allowed UMANA to evade

1 paying legally mandated overtime wages to workers who regularly exceeded the
2 standard forty (40)-hour workweek. PLAINTIFF documented numerous instances
3 where workers were required to work extended hours without appropriate
4 compensation and addressed this issue in her practice guide and proposed
5 agreements.
6

7 **iii. Other Wage & Break Violation.** UMANA's willful misclassification led to
8 workers being denied proper itemized wage statements, which are required under
9 California law to ensure transparency and accuracy in pay. Furthermore, UMANA
10 failed to provide employees with legally mandated meal and rest breaks, further
11 compounding the exploitation of its workforce. Workers were also improperly
12 required to cover business-related expenses out of pocket—an unlawful practice
13 stemming directly from their misclassification as independent contractors.
14

15 **iv. Payroll Tax Evasion.** UMANA's misclassification practices also constituted
16 payroll tax evasion meant to unlawfully maximize profitability and reduce
17 business expenses. By doing so, UMANA improperly transferred its tax
18 obligations onto its employees. PLAINTIFF's guide highlighted the significant
19 legal and financial risks associated with these actions and included detailed steps
20 to address and remedy the violations.
21

22 160. MINUZZI gave PLAINTIFF false assurances that the misclassification issue
23 would be addressed and directed her to draft the necessary employment agreements. Despite
24 PLAINTIFF's diligent efforts to prepare compliant term sheets (*see* EXHIBIT S) and
25 employment agreements for the affected staff, MINUZZI repeatedly delayed their
26 implementation.
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1 161. Excuse after excuse followed, wasting PLAINTIFF's time and undermining her
2 efforts to rectify the violations. Ultimately, MINUZZI failed to execute the agreements and, in a
3 clear act of retaliation, terminated both PLAINTIFF and KARR within thirty days of each other
4 after they raised complaints about unlawful misclassification and its impact on employees. These
5 terminations highlighted UMANA's culture of noncompliance and blatant disregard for legal
6 standards. Notably, employees who refrained from raising similar complaints were not subjected
7 to retaliatory actions.
8

9 162. Instead of taking accountability and transparently rejecting PLAINTIFF's
10 recommendations, DEFENDANT MINUZZI continued to perpetuate her web of deceit. Rather
11 than admitting she had no intention of rectifying the widespread legal violations and operational
12 failures that had plagued UMANA for years, MINUZZI chose to maintain a disingenuous
13 façade, feigning interest in reform. This ongoing charade wasted PLAINTIFF's time and energy,
14 eroded trust, and further perpetuated UMANA's culture of noncompliance. Had MINUZZI
15 simply been honest and acknowledged her preference to continue operating in an unlawful
16 reality—one that had persisted for over three years—PLAINTIFF would have immediately
17 recognized that she was not the right fit for the Head of Compliance role at UMANA.
18 PLAINTIFF, who had been hired to bring the organization into compliance and safeguard its
19 legal standing, would have amicably stepped aside and begun searching for a new job. However,
20 the consistent and pathological dishonesty spread by MINUZZI, coupled with her unwillingness
21 to change, revealed a troubling truth: lying was not a strategy—it was her default mode of
22 operation.
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26 163. This pattern of deceit and refusal to change did not exist in isolation. It was part
27 of a broader, deeply embedded culture at UMANA that devalued transparency, fairness, and
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1 accountability, contributing to an environment hostile to women and minorities. MINUZZI's
2 leadership not only failed to rectify systemic issues but actively fostered a workplace rife with
3 discrimination and inequity.

4 164. Despite MINUZZI's verbal assurances and temporary measures, the persistent
5 inequalities in compensation, workload, and support underscored a pattern of pervasive
6 discrimination. **PLAINTIFF's work was instrumental in UMANA's growth, yet her**
7 **contributions were systematically undervalued, particularly in comparison to her white**
8 **and male colleagues.**

9
10 165. Shortly after opposing UMANA's unlawful wage practices, PLAINTIFF, who
11 initially experienced a promising start at UMANA, saw its transformation into a nightmare right
12 before her eyes. The "honeymoon phase" quickly devolved as MINUZZI's toxic behavior
13 emerged. What began as calculated encouragement transformed into overt hostility. MINUZZI's
14 shift from love-bombing PLAINTIFF with praise and promises to relentless antagonism was
15 abrupt and deliberate. This manipulative strategy served to destabilize PLAINTIFF, undermine
16 her confidence, and assert control, reflecting patterns consistent with narcissistic and exploitative
17 tendencies.
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20 **E. UMANA's TOXIC WORK ENVIRONMENT**

21 166. As time went on, PLAINTIFF's concerns about UMANA's workplace culture
22 continued to grow, and she could no longer ignore the reality that the Company was steeped in
23 systemic gender and racial biases. This discriminatory environment, actively perpetuated by
24 MINUZZI and other members of leadership, resulted in the disparate treatment of women and
25 minorities. While the Company engaged in discriminatory practices against all women and
26 minorities, PLAINTIFF faced particularly egregious mistreatment due to her intersecting
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identities as both a woman and a minority. DEFENDANTS fostered a toxic and hostile work environment through disparate race and gender-based practices. These actions not only exacerbated the challenges PLAINTIFF faced but also caused her significant emotional distress.

167. Despite being entrusted with the Company's most critical and confidential responsibilities, her exceptional work was not met with fair or equal compensation or support. PLAINTIFF endured pervasive disparate treatment, including **unreasonable work demands, less favorable working conditions, and unequal pay**. At the same time, white and male colleagues were compensated more generously for fewer responsibilities.

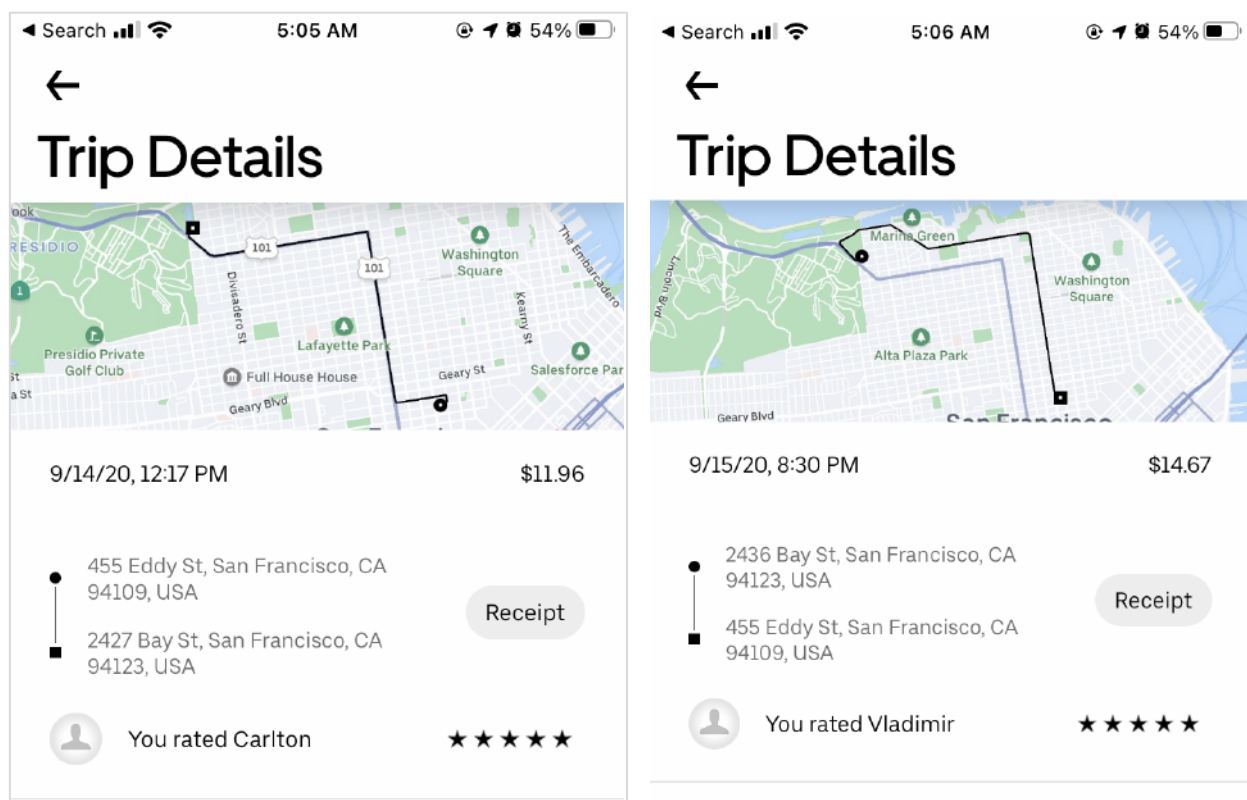
1. Disparate Treatment – Unreasonable Work Demands

168. PLAINTIFF's working conditions rapidly deteriorated as she was repeatedly forced to assume responsibilities outside the scope of her duties as Head of Compliance. This included tasks explicitly within the CFO's purview, creating an untenable workload far beyond her role. The unreasonable demands escalated, including directives to sleep overnight at the office to compensate for DEFENDANTS' consistent neglect of critical tasks and deadlines. At times, she was required to stay overnight for reasons entirely unrelated to her professional obligations, such as receiving MINUZZI's personal deliveries or working on unpaid projects designed to bolster MINUZZI's personal leverage with potential founders.

a. Long Hours Due to Leadership Negligence

169. PLAINTIFF was routinely required to work late into the night, often sacrificing sleep, to meet the unrealistic and unreasonable deadlines created by the negligence and mismanagement of UMANA's leadership, including the CFO and CEO, MINUZZI. One such instance involved PLAINTIFF being tasked with correcting critical business tax filings after the CFO abandoned his duties.

1 170. On September 14, 2020, at the direct instruction of MINUZZI, PLAINTIFF left
2 her apartment at 350 Turk Street, San Francisco, CA, at 12:17 PM and reported to the UMANA
3 office at 2427 Bay Street, San Francisco, CA. PLAINTIFF worked tirelessly through the night
4 and did not return home until 8:30 PM the following evening, September 15, 2020, as evidenced
5 by the Uber screenshots herein. This marathon session amounted to thirty-two (32) consecutive
6 hours of labor without a meaningful break for rest or recovery, underscoring the exploitative and
7 unreasonable demands placed on PLAINTIFF by UMANA's leadership.

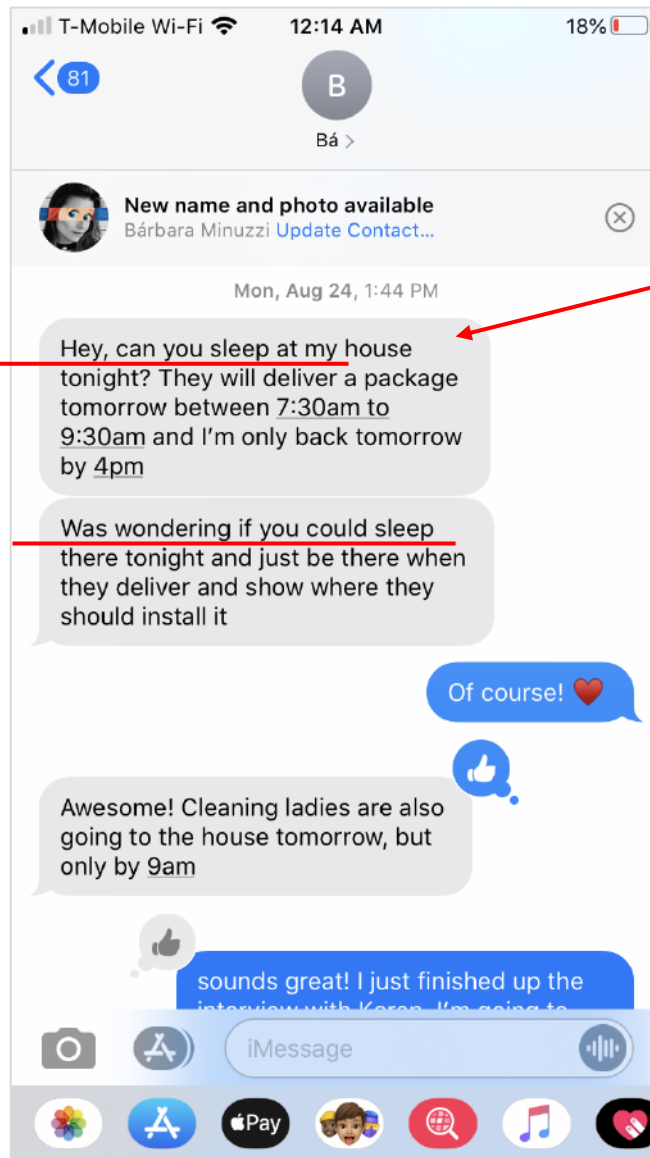


22
23 **b. Personal Errands for CEO**

24 171. PLAINTIFF was also directed to perform personal errands for MINUZZI,
25 including supervising package deliveries and overseeing "installations" at the office. On August
26 24, 2020, MINUZZI sent PLAINTIFF the following request via text message:

27 **"Hey can you sleep at my house tonight? They will deliver a package tomorrow**
28 **between 7:30AM to 9:30AM and I'm only back tomorrow by 4PM.**

1 **Was wondering if you could sleep there tonight and just be there when they deliver**
2 **and show where they should install it.”**

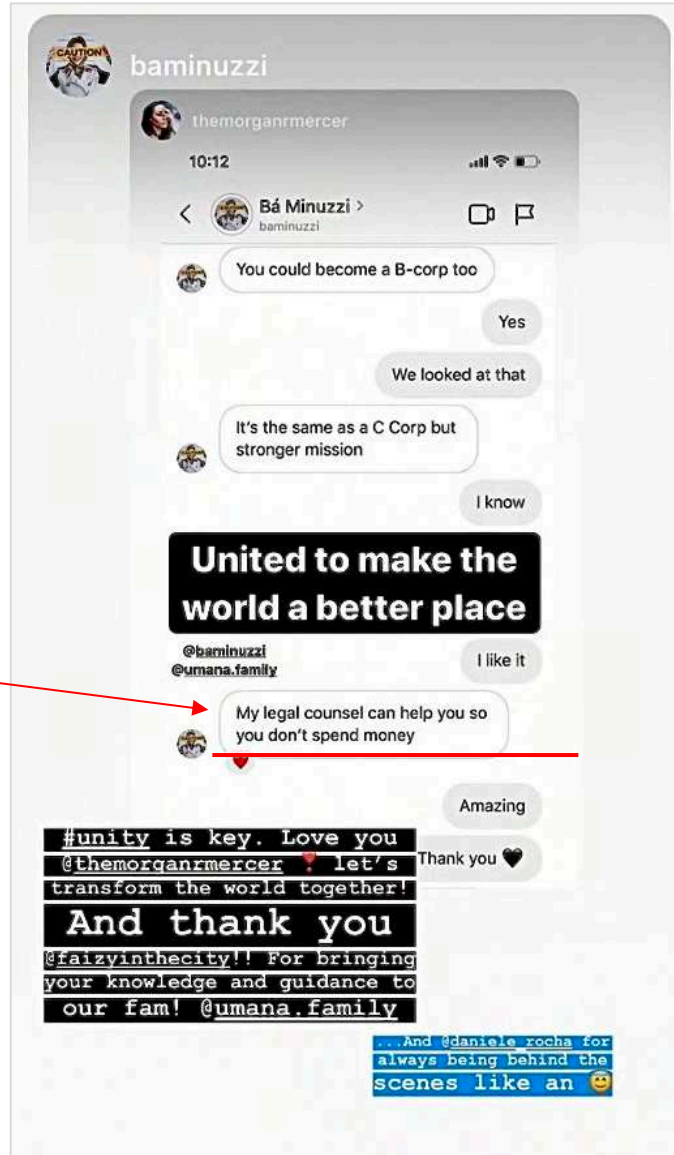


23 Believing she was building a company in which she had ownership alongside someone she
24 trusted to be a long-term presence in her life, PLAINTIFF acted as a team player, repeatedly
25 picking up the slack and going above and beyond to ensure the Company's success.

26 **c. Uncompensated Professional Services**

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172. Furthermore, PLAINTIFF was directed to provide her expertise without pay to prospective founders and investors as a tactic for MINUZZI to gain favors. During one such incident, MINUZZI instructed PLAINTIFF to assist a startup founder “for free” because it would save her company money. MINUZZI later shared the conversation with the startup founder on her personal Instagram page, stating:

“You could become a B Corp too... It’s the same as a C Corp but with a stronger mission... My legal counsel can help so you don’t spend money.”

173. By compelling PLAINTIFF to provide professional legal services without

1 compensation, MINUZZI perpetuated a deliberate cycle of exploitation. These additional
2 projects were framed as opportunities for PLAINTIFF to prove her value and earn the long-
3 promised compensation and benefits. In reality, however, they functioned as a mechanism for
4 MINUZZI to extract personal and professional gain from PLAINTIFF's labor without offering
5 any remuneration in return. MINUZZI unlawfully retained the benefits of PLAINTIFF's
6 professional expertise, time, and effort while failing to provide the compensation owed to
7 unjustly enrich herself.

9 174. In typical MINUZZI fashion, she veiled her manipulation in performative
10 altruism, publicly tagging PLAINTIFF's Instagram account (@Faizinthecity) and writing:

11 "United to make the world a better place. #Unity is Key. Love you
12 @themorganmercero! Let's transform the world together! And thank you
13 @Faizinthecity!! For bringing your knowledge and guidance to our fam!
14 @umana.family"

15 175. These public statements further compounded the manipulation by applying social
16 and professional pressure, fostering an environment where PLAINTIFF was expected to
17 overextend herself under the guise of shared purpose and mission. By leveraging PLAINTIFF's
18 unpaid labor to enhance her own personal relationships and business goals, MINUZZI cultivated
19 a toxic and exploitative cycle in which PLAINTIFF's professional skills and commitment were
20 continuously taken advantage of.

22 **2. Disparate Treatment – Less Favorable Working Conditions**

23 176. PLAINTIFF also endured less favorable working conditions compared to her
24 colleagues, further reinforcing the toxic work environment.

26 **a. Disproportionate Micro-Management**

27 177. PLAINTIFF was subjected to extensive scrutiny and was required to use the
28 Monday.app platform daily to log all tasks and ensure constant availability. In contrast, de Witt,

1 the CFO, who repeatedly made significant mistakes, was not required to use the platform at all
2 and was afforded significant autonomy.

3 **b. On-Site/In-Office Mandate for Plaintiff Only**

4 178. PLAINTIFF was the only UMANA employee mandated to work on-site at the
5 Company's headquarters alongside MINUZZI. Other employees, including the CFO, were
6 permitted to work remotely. This unequal treatment served no legitimate business purpose and
7 was solely intended to subject PLAINTIFF to heightened scrutiny and control.
8

9 **3. Disparate Treatment – Unequal Pay**

10 179. Despite all of PLAINTIFF's contributions, DEFENDANTS engaged in systemic
11 wage discrimination in violation of the Equal Pay Act (EPA) and California's Fair Employment
12 and Housing Act (FEHA). PLAINTIFF's compensation was significantly lower than that of her
13 colleagues who performed substantially similar work.
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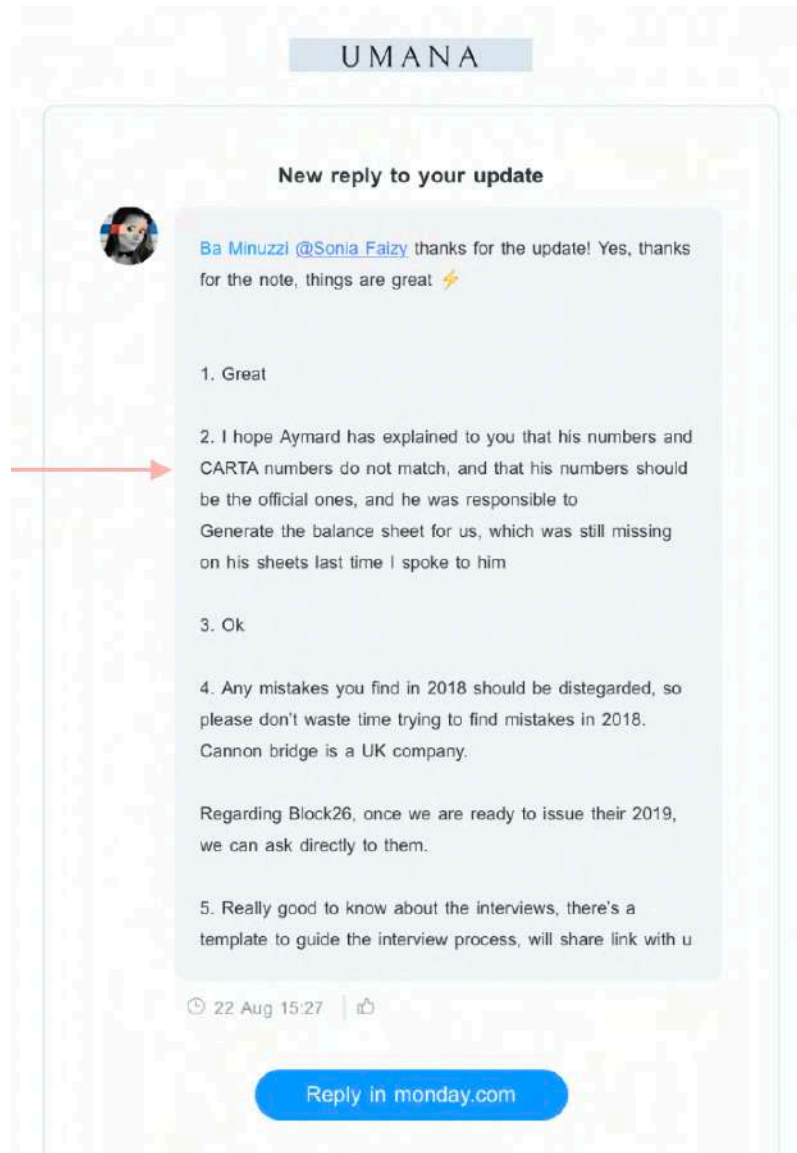
15 180. **WHITE/MALE – Disparate Pay for Substantially Similar Work:** UMANA's
16 discriminatory pay practices and unequal treatment were evident in the stark disparities between
17 PLAINTIFF's compensation and her white male colleague, CFO, Aymard Dudok de Witt.
18 Despite PLAINTIFF's exemplary performance, expanding role, and substantial contributions to
19 UMANA's operations, her efforts were consistently undervalued compared to de Witt.
20

21 **a. Substantially Similar Work**

22 181. PLAINTIFF's responsibilities included critical executive-level duties such as
23 resolving compliance issues, managing business and legal negotiations, and correcting systemic
24 tax and financial errors caused by de Witt's repeated failures.
25

26 182. On August 22, 2020, CEO MINUZZI explicitly acknowledged de Witt's ongoing
27 inability to perform essential tasks via a message on Monday.com, stating:
28

1 “I hope Aymard has explained to you that his numbers and CARTA numbers do
2 not match, and that his numbers should be the official ones, and he was responsible
3 to generate the balance sheet for us, which was still missing on his sheets last time I
4 spoke to him.”

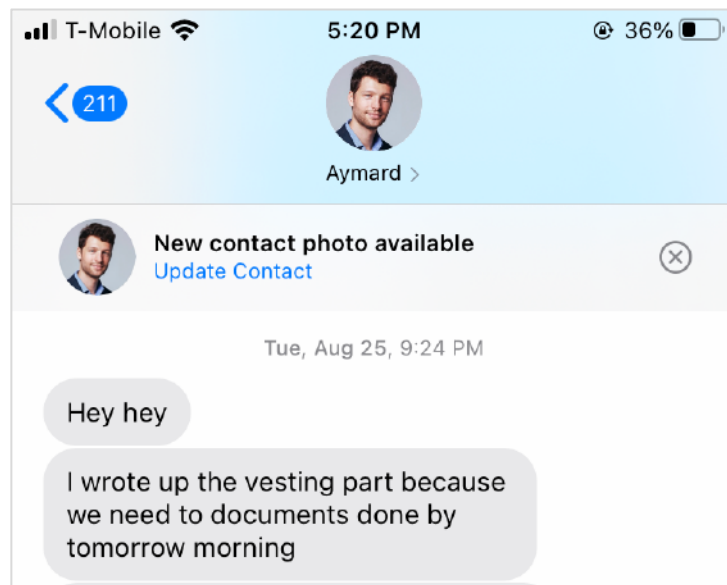


23 These bizarre admissions and requests were commonplace from MINUZZI and UMANA’s
24 leadership. PLAINTIFF found it deeply unsettling to witness DEFENDANTS’ comfort in
25 ignoring blatant deficiencies in their financials, operations, and overall performance. While
26 PLAINTIFF worked overnight to ensure UMANA’s taxes were filed on time, de Witt—despite
27 his role as CFO—participated in an ‘Ayahuasca Ceremony’ that left him incapacitated for an
28

entire week. During this time, he failed to perform any work and faced no accountability for his absence, leaving PLAINTIFF to shoulder extreme stress and exhaustion to meet the Company's obligations.

183. Despite being assigned the role of CFO, de Witt frequently relied on PLAINTIFF to compensate for his lack of knowledge, poor time management, and underperformance. PLAINTIFF not only stepped in to assist but often took on tasks beyond her scope to ensure the Company's operations remained intact. For example, on August 25, 2020, at 9:24 PM, de Witt texted PLAINTIFF requesting her assistance with employment agreements for MadeMan, stating:

**“Hey Hey
I Wrote up the vesting part because we need the documents done by tomorrow morning.”**



This last-minute request exemplifies de Witt's dependence on PLAINTIFF to meet critical deadlines, further underscoring the clear disparity in their capabilities. PLAINTIFF consistently demonstrated a higher level of expertise, professionalism, and knowledge, often covering for de Witt's deficiencies to prevent further operational disruptions.

1 **b. Male Colleague’s Dual Compensation and Full Benefits**

2 184. While neglecting his responsibilities as UMANA’s CFO, Aymard Dudok de Witt
3 simultaneously served as the CFO of MadeMan, Inc., where he received a full salary,
4 comprehensive benefits, and equity stakes in both companies. Despite this divided focus—which
5 impaired his ability to meet obligations at UMANA—de Witt’s compensation was more than
6 double that of PLAINTIFF’s.
7

8 **c. More Favorable Work Conditions at UMANA**

9 185. In stark contrast, PLAINTIFF not only excelled in her designated role but also
10 took on the CFO’s neglected duties. Yet, she was paid less than half of de Witt’s salary and
11 received none of the additional benefits or equity he enjoyed. In addition to his more favorable
12 compensation, de Witt also held higher-ranking titles without completing any of the additional
13 work. For example, he was named to the SCHNACKS Board despite never attending a single
14 team founders’ meeting, which PLAINTIFF attended every week alongside other SCHNACKS
15 shareholders, including MINUZZI, MORAD MOSTASHARI, and MITCHELL SCHNAPP.
16 This glaring pay disparity, coupled with the additional workload PLAINTIFF shouldered,
17 underscores the inequitable and exploitative treatment she endured compared to de Witt’s
18 preferential and excessive compensation.
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21 186. The significant pay gap between PLAINTIFF and her white male counterpart
22 underscores UMANA’s systemic gender and racial biases. PLAINTIFF, a woman and minority,
23 performed equal or greater work than de Witt but was compensated far less. DEFENDANTS
24 rewarded de Witt’s dereliction of duty with dual compensation, benefits, and equity while
25 devaluing PLAINTIFF’s contributions and shielding de Witt from accountability. This
26 negligence not only exposed de Witt’s irresponsibility but also highlighted UMANA’s extreme
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1 mismanagement. DEFENDANTS actively rewarded de Witt's absenteeism with ongoing
2 compensation and benefits while punishing PLAINTIFF for raising concerns about these
3 inequities. This imbalance in work volume, responsibility, and compensation further underscores
4 the discriminatory and exploitative culture cultivated by DEFENDANTS.

5
6 187. **WHITE/WOMAN – Disparate Pay for Substantially Similar Work:** While
7 male employees like Aymard Dudok de Witt received disproportionate rewards and leniency
8 despite underperformance, female employees including PLAINTIFF and KARR faced
9 micromanagement, inequitable pay, and harsher working conditions compared to their male
10 counterparts. Unfortunately, PLAINTIFF, a woman of color, endured even worse treatment
11 when compared to her white female counterparts. This comparison is not to diminish KARR's
12 grievances or the injustices she faced but to underscore a broader pattern of intersectional
13 discrimination at UMANA. Both KARR and PLAINTIFF were undervalued relative to their
14 male colleagues, yet PLAINTIFF's race further marginalized her.

15
16 **a. Substantially Similar Work: (White/Woman) SCHNACKS, LLC.**

17
18 188. Like PLAINTIFF, KARR performed work for SCHNACKS during its formation.
19 KARR's responsibilities included developing a vegan, high-protein cookie prototype as a proof
20 of concept for SCHNACKS, reviewing market data to identify opportunities in the retail product
21 space, and providing the team with helpful contacts in supply chain research and development.
22 While these deliverables demonstrated KARR's ability to contribute to the company's goals,
23 SCHNACKS ultimately pivoted away from her work, and her contributions were not
24 incorporated into the company's eventual strategy.

25
26 189. In comparison, PLAINTIFF made extensive and critical contributions to
27 SCHNACKS that were directly tied to its formation, governance, and long-term success.
28

1 PLAINTIFF's work included drafting and redlining multiple versions of corporate formation
2 documents, such as C-Corp documents, Public Benefit Corporation documents, and Public
3 Benefit LLC documents. She also provided legal consultation on entity formation decisions
4 during weekly founder calls, including advising on the advantages and disadvantages of forming
5 an LLC versus a corporation or a public benefit corporation. PLAINTIFF also drafted personal
6 service agreements for each stakeholder and developed a comprehensive public benefit purpose
7 strategy with measurable metrics to guide SCHNACKS' mission-driven goals (*see* EXHIBIT J).
8 Furthermore, she drafted and negotiated the CEO employment agreement, conducted trademark
9 clearance and risk assessments that prevented costly legal disputes by uncovering a conflicting
10 trademark, and provided ongoing legal counsel on branding matters. These efforts were pivotal
11 to SCHNACKS' successful formation and governance, setting a strong foundation for the
12 company's future operations.

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15 **b. White Colleague Compensation and Equity Grant: (KARR received**
16 **10,000 Shares of SCHNACKS, LLC and \$5,000.00)**

17 190. Despite PLAINTIFF's substantial contributions, she was abruptly terminated
18 without compensation, severance, or the equity she was repeatedly promised. In contrast, KARR,
19 whose deliverables were ultimately unused, was compensated with ten thousand (10,000) shares
20 of SCHNACKS, LLC and a payment of five thousand (\$5,000.00) dollars through a Service
21 Agreement executed November 30, 2020 (*see* EXHIBIT T).

22
23 **c. Unequal Treatment During Termination**

24 191. PLAINTIFF was subjected to a sudden and demeaning termination process that
25 exacerbated the harm she endured at UMANA. Unlike her white female counterpart, KARR,
26 who was given a 30-day period to complete her projects, transition her responsibilities, and
27 depart on her own terms, PLAINTIFF was abruptly removed from her position without notice.
28

1 She was immediately locked out of UMANA's systems, denied access to her work materials, and
2 prevented from concluding her projects. Despite PLAINTIFF's substantial contributions and
3 unwavering commitment to the Company, DEFENDANTS denied her the same professional
4 courtesies extended to her white female counterpart. This deliberate disparity further amplified
5 PLAINTIFF's harm and serves as yet another example of the hostile environment perpetuated by
6 UMANA leadership.

8 **4. No Legitimate Business Justification for Unequal Pay**

9 192. DEFENDANTS failed to provide any valid business rationale for these pay or
10 work disparities, further demonstrating their discriminatory nature. Considering PLAINTIFF's
11 consistent performance, dedication, and essential contributions to the Company, there was no
12 rational or merit-based reason for her lower pay. As a result, PLAINTIFF was subjected to
13 unlawful pay discrimination in direct violation of California's Equal Pay Act and FEHA.

15 **5. Discriminatory Intent and Evidence of Animus**

16 193. DEFENDANT MINUZZI's actions and statements were instrumental in fostering
17 a toxic and discriminatory work environment at UMANA. From the beginning of PLAINTIFF's
18 employment, DEFENDANT MINUZZI, alongside GARDNER and CFO AYMARD, created an
19 environment marred by both gender and racial biases, which directly harmed PLAINTIFF's
20 professional experience and well-being.

22 **a. Gender Discrimination and Workplace Hostility**

23 194. DEFENDANT MINUZZI consistently exhibited discriminatory behavior and
24 attitudes toward women, creating a hostile work environment particularly detrimental to
25 PLAINTIFF. Her actions included:

- 27 • **Workplace Gossip and Manipulation:** MINUZZI regularly stirred conflicts among

female employees by spreading gossip and pitting women against each other. This behavior disrupted trust and collaboration, fostering an environment of hostility and competition among women in the workplace.

• **Sexist Remarks Undermining Women’s Achievements:** MINUZZI made demeaning comments that reflected deep-seated gender bias. For instance, after acknowledging PLAINTIFF’s exceptional performance during her interview while discussing her PI Cognitive Performance Assessment results, she remarked, “[i]t’s the highest score [she] had seen—for a woman,” reducing PLAINTIFF’s accomplishments to a comparison based solely on her gender.

• **Systemic Pay Disparities:** Under MINUZZI’s leadership, male employees were systematically paid higher salaries than female employees, regardless of qualifications or contributions. This institutionalized inequality further marginalized PLAINTIFF as a minority woman and reinforced gender inequities at UMANA.

195. Through these actions, DEFENDANT MINUZZI created a workplace that was especially hostile toward women, perpetuating gender biases and undermining the professional growth of female employees.

b. Racial Discrimination and Systemic Bias

196. In addition to her gender biases, DEFENDANT MINUZZI engaged in behavior and made statements that revealed entrenched racial prejudices. PLAINTIFF and other minority employees were frequently subjected to racially charged remarks, unequal treatment, and invasive questions that highlighted the toxic culture within UMANA.

• **Invasive Racial Questions During Hiring:** During PLAINTIFF’s job interview, MINUZZI asked intrusive questions about her ethnicity and immigration status. One

1 phrase regularly used by MINUZZI was first mentioned during PLAINTIFF's interview
2 and framed as a compliment: "**Immigrants are tougher, so they can handle more.**"
3 While this statement may have appeared positive, it ultimately served as a pretext for
4 subjecting PLAINTIFF to unreasonable workloads and discriminatory treatment
5 throughout her employment.
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7 • **Derogatory Comments About Afro-Indigenous Brazilians:** MINUZZI regularly
8 made disparaging remarks about Afro-Indigenous Brazilians, perpetuating harmful
9 stereotypes. For example, she criticized MMA fighter Anderson Silva for his perceived
10 "**inability to build real wealth,**" reflecting prejudiced assumptions about the work ethic
11 of Afro-Brazilians.
12

13 • **Racist Beliefs Shared with Leadership:** MINUZZI openly shared her racist views
14 with UMANA leadership, including her childhood friend and Chief of Staff, Diego
15 Azevedo. She justified their shared biases, including abhorrent views questioning the
16 intelligence of Afro-Indigenous Brazilians, by claiming these were "common" beliefs in
17 their hometown.
18

19 • **Insensitive Racial Comments:** Following the 2020 tragedy of George Floyd's murder,
20 MINUZZI continued her racially provocative comments to PLAINTIFF, asking, "**If you**
21 **were a cop and you saw me, would you think I was white?**" This question left
22 PLAINTIFF deeply uncomfortable, highlighting MINUZZI's lack of awareness and
23 sensitivity toward racial issues.
24

25 • **Unequal Treatment of Minority Employees:** Minority employees, including
26 PLAINTIFF, consistently faced less favorable working conditions and lower pay than
27 their non-minority colleagues. This systemic discrimination, coupled with MINUZZI's
28

1 racially biased remarks — such as her assertion that “**immigrants were tougher**” and
2 Afro-Brazilians were “**irresponsible with money**” — underscored the entrenched racial
3 inequities within UMANA.

4 **c. Retaliation and Evidence of Animus**

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6 197. The discriminatory actions at UMANA culminated in PLAINTIFF’s abrupt
7 termination less than twenty-four (24) hours after raising complaints about these practices. This
8 retaliatory action demonstrates clear evidence of animus and reflects the toxic culture cultivated
9 by DEFENDANT MINUZZI.

10
11 198. UMANA’s systemic discrimination and harassment, particularly against minority
12 employees like PLAINTIFF, violated both state and federal laws. These actions caused
13 significant emotional and financial harm to PLAINTIFF while perpetuating workplace
14 discrimination that disproportionately affected women and racial minorities.

15 199. **Emotional & Psychological Manipulation.** Despite the deeply rooted biases and
16 targeted mistreatment PLAINTIFF endured, DEFENDANT MINUZZI and her Co-defendants
17 employed a veneer of camaraderie and manipulation to conceal their true intentions. On the
18 surface, they treated PLAINTIFF as though she was part of their inner circle—a trusted partner
19 in their grand ambitions. In a high-pressure, high-stress work environment, where minor
20 conflicts and disagreements could be dismissed as par for the course, PLAINTIFF initially
21 believed she was navigating the inevitable tensions of a demanding professional setting.
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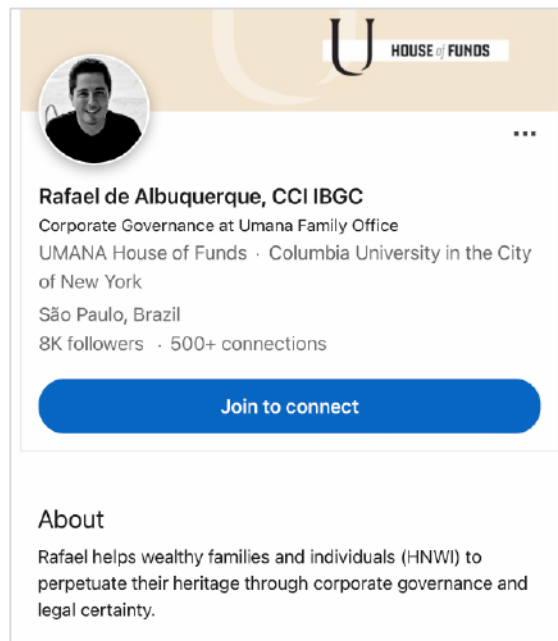
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24 200. But beneath the surface, the DEFENDANTS’ conduct told a different story: their
25 gestures of inclusion were nothing more than a calculated performance designed to exploit
26 PLAINTIFF’s skills, loyalty, and work ethic for their benefit. Each act of solidarity or
27 reassurance was laced with manipulation, setting the stage for PLAINTIFF’s eventual betrayal.
28

What seemed like occasional bumps in the road were in fact deliberate acts of sabotage—steps in an orchestrated plan to extract as much value from PLAINTIFF as possible before discarding her when she could no longer align herself with their deceptive practices.

MALE – Replacement Head of Compliance: Rafael de Albuquerque

a. Male – Head of Governance & Compliance

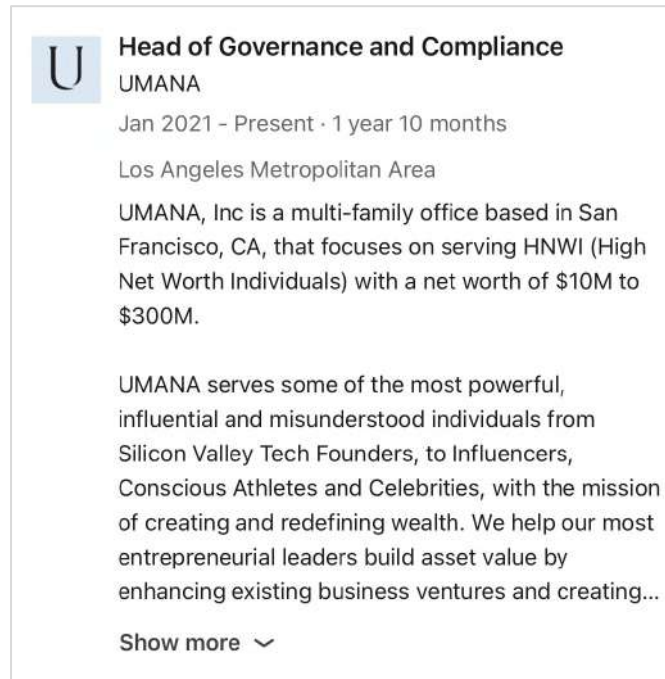
201. This pattern of unequal pay is further exemplified by the treatment of PLAINTIFF’s replacement, who was compensated at a higher rate for identical work. This highlights the additional inequity of attributing PLAINTIFF’s contributions to her successor. MINUZZI hired Rafael de Albuquerque, another one of her childhood friends, to replace



PLAINTIFF as UMANA’s “Head of Governance and Compliance” in January 2021, shortly after PLAINTIFF’s termination on October 12, 2020.

202. Albuquerque assumed a role that mirrored PLAINTIFF’s former responsibilities, including leading UMANA’s corporate governance and compliance efforts across the entire organization, just as PLAINTIFF had done. Notably, PLAINTIFF played a critical role in

1 developing UMANA's operational frameworks, but following her termination, her contributions
2 were erased, and Albuquerque was credited for all her work.



15 **b. Unequal Pay for Identical Work**

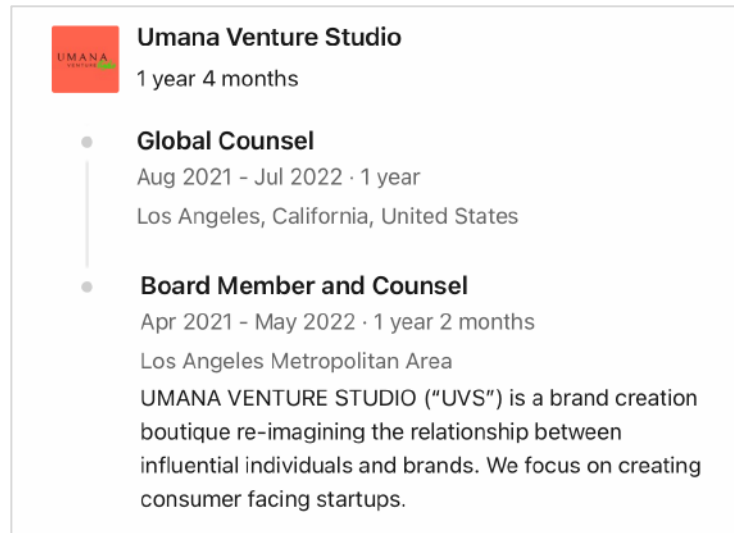
16 203. Despite performing identical work, Albuquerque was immediately paid double
17 PLAINTIFF's salary while also receiving public recognition for contributions that PLAINTIFF
18 had already successfully completed. Furthermore, in March 2021, Albuquerque was appointed as
19 Board Secretary for SCHNACKS, a position directly tied to PLAINTIFF's significant efforts in
20



21 the entity's formation and operationalization. These actions not only erased PLAINTIFF's
22 contributions but also underscored MINUZZI's discriminatory intent, with Albuquerque's higher
23 compensation further exemplifying the inequitable treatment.
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1 204. In addition to being appointed as Board Secretary for SCHNACKS, Albuquerque
2 was also given several other titles and promotions that had been promised to PLAINTIFF—roles
3 that PLAINTIFF had painstakingly developed and executed without proper recognition or
4 compensation. These were the same roles that MINUZZI had previously assigned to PLAINTIFF
5 before maliciously terminating her.
6

7 205. These included the position of Head of Compliance for DuContra Ventures, a role
8 for which PLAINTIFF had established comprehensive governance frameworks and compliance
9 protocols, only for Albuquerque to assume the title without contributing to its development.
10 Similarly, Albuquerque was appointed as a Board Member and General Counsel for UMANA
11 Venture Studio and Head of Compliance for UMANA House of Funds, positions PLAINTIFF
12 had been tasked with creating and structuring at MINUZZI’s direction.
13



23 206. Another egregious example of this malicious behavior involved the revival
24 of Twin Peaks Capital, an entity that MINUZZI tasked PLAINTIFF with rehabilitating (*see*
25 EXHIBIT Z). PLAINTIFF successfully restored the entity to good standing, personally covered
26 the unpaid state fees—funds for which she has yet to be reimbursed—appointed a new registered
27 agent, and, at MINUZZI’s request, converted its name to “**Barbarella Ventures.**” Despite her
28

1 pivotal role in completing these tasks, all credit for her work was erased and instead attributed to
2 Albuquerque, one of MINUZZI's personal friends from Brazil, who had no involvement in the
3 projects.

4 207. These calculated actions demonstrate not only the erasure of PLAINTIFF's
5 contributions but also a deliberate pattern of malice orchestrated by MINUZZI to harm
6 PLAINTIFF both personally and professionally.

7 208. The lack of proper compensation and failure to recognize her work, combined
8 with the public attribution of her achievements to Albuquerque underscores the outrageous
9 pattern of discrimination and retaliation PLAINTIFF has been continuously subjected to. This
10 sequence of events illustrates the deliberate replacement and marginalization of PLAINTIFF,
11 further exacerbating the harm she continues to experience. These actions were not only unjust
12 but also malicious, intentionally designed to inflict financial harm and psychological distress on
13 PLAINTIFF by erasing her contributions and denying her rightful credit in addition to
14 intentionally withholding her unpaid wages.

15 209. Although hindsight is 20/20, MINUZZI's manipulation was not immediately
16 apparent, as she skillfully exploited PLAINTIFF's trust and commitment through hollow
17 promises and symbolic gestures that were later revealed to be part of a broader scheme of deceit.
18 On September 16, 2020, MINUZZI awarded PLAINTIFF a one thousand (\$1,000.00) dollar
19 performance bonus, presenting it as recognition for her exceptional contributions and dedication
20 to UMANA. Just days later, on September 20, 2020, MINUZZI gifted PLAINTIFF a Bloomberg
21 guidebook on multi-family offices, instructing her to study the material in preparation for
22 assuming the role of Chief Operating Officer (COO) at UMANA.

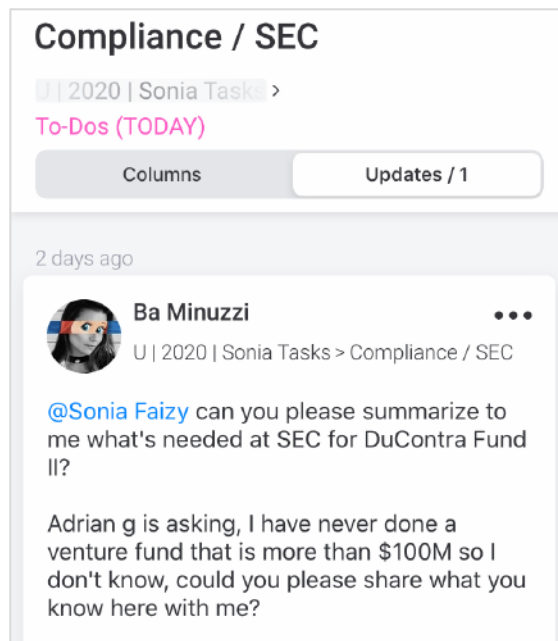
23 210. While these actions seemed to signal PLAINTIFF's growing importance within
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the organization, they were ultimately revealed as yet another example of MINUZZI's manipulative bait-and-switch tactics. To this day, PLAINTIFF remains uncertain which of MINUZZI's statements and actions were genuine and which were calculated tools of manipulation, as nearly everything MINUZZI did appeared to have an ulterior motive. This ambiguity and duplicity subjected PLAINTIFF to constant psychological strain, as she was relentlessly overworked, misled, and strung along for over ten months.

**F. PLAINTIFF'S OPPOSITION TO DEFENDANTS'
SECURITIES AND EXCHANGE COMMITTEE ("SEC") VIOLATIONS**

211. **The SEC Compliance Request.** The duplicity came into focus again on September 25, 2020, when MINUZZI sought PLAINTIFF's expertise, asking:

“Can you please summarize to me what’s needed at SEC for DuContra Fund II? Adrian G[renier] is asking, I have never done a venture fund that is more than \$100M, so I don’t know; could you please share what you know here with me?”



212. This request pertained to raising a new one hundred fifty million (\$150,000,000.00) dollar fund for DuContra Fund II. PLAINTIFF conducted extensive research and prepared multiple comprehensive legal guides outlining the necessary steps for compliance

1 with SEC Registered Investment Advisory (RIA) regulations. PLAINTIFF advised halting
2 fundraising activities until the operational structures were aligned and properly registered with
3 the SEC requirements.

4 **1. Plaintiff's First Opposition to Defendants' SEC Violations**

5
6 213. On September 26, 2020, PLAINTIFF sent MINUZZI a detailed email
7 highlighting the legal requirements and risks associated with non-compliance (*see* EXHIBIT U).

8 **2. Plaintiff's Second Opposition to Defendants' SEC Violations**

9
10 214. On September 28, 2020, PLAINTIFF sent MINUZZI a detailed practice guide
11 outlining the steps necessary to meet SEC regulations (*see* EXHIBIT V).

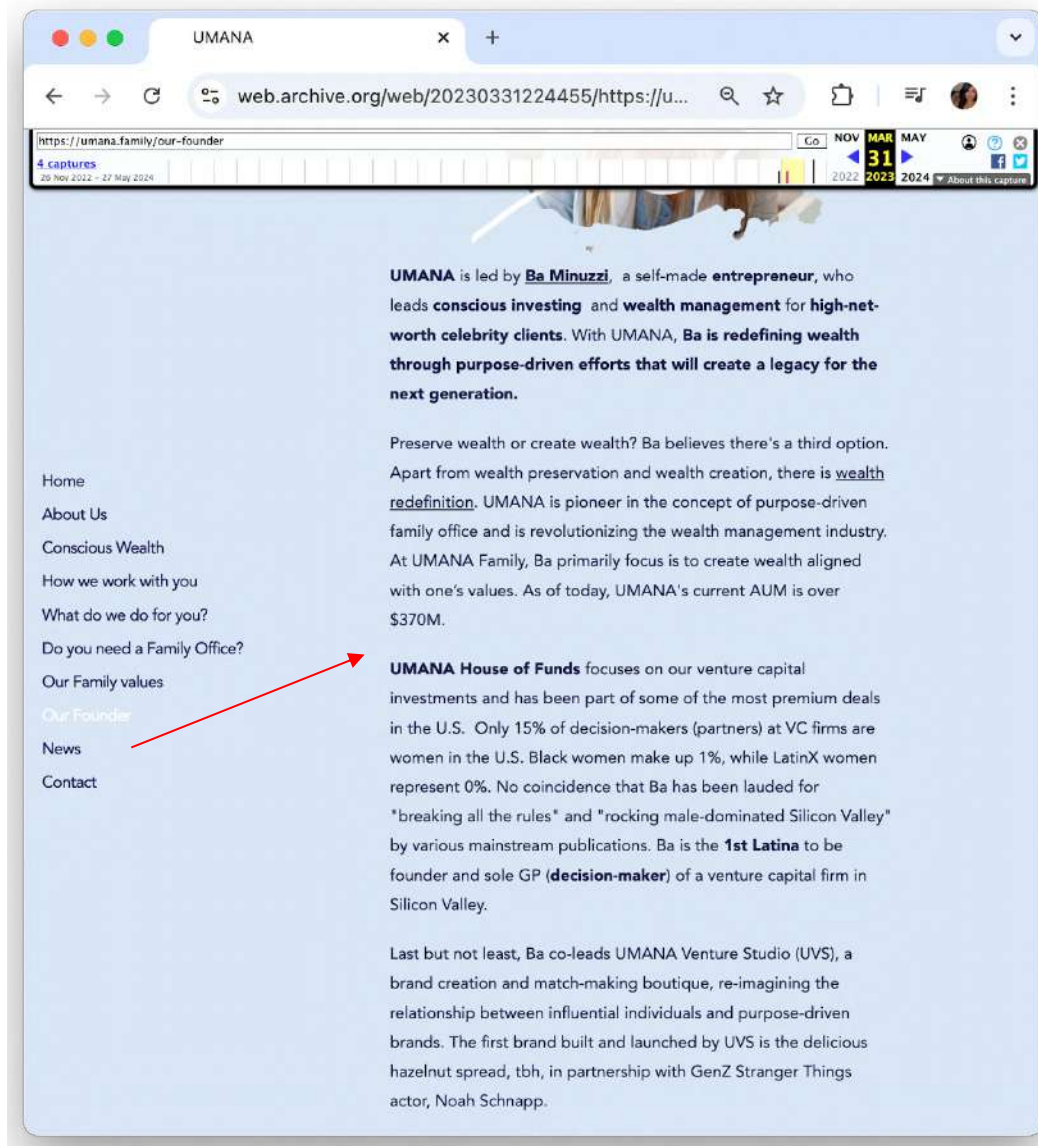
12 **3. Plaintiff's Third Opposition to Defendants' SEC Violations**

13
14 215. On October 3, 2020, PLAINTIFF followed up with MINUZZI with a second
15 practice guide providing a detailed action plan for compliance (*see* EXHIBIT W).

16
17 216. Despite PLAINTIFF's clear recommendations to delay fundraising for DuContra
18 Fund II for failure to maintain proper SEC registration, MINUZZI dismissed her warnings and
19 continued to push forward with her plans, placing PLAINTIFF in an untenable position where
20 her ethical obligations conflicted with the unlawful directives of her employer.

21
22 217. The General Partners—MINUZZI, GRENIER, and GARDNER—refused to take
23 the necessary steps to register as Investment Advisers, as required under SEC regulations.
24 Furthermore, none of the venture capital funds, including UMANA, DuContra I and II, BABEL,
25 BARBERELLA VENTURES, AUSUM, or AUSUM BLOCKCHAIN, were ever properly
26 registered, despite MINUZZI regularly boasting about managing over three hundred seventy
27 million dollars (\$370,000,000.00) in assets. Under the Investment Advisers Act of 1940, an
28 adviser managing private funds with assets under management (AUM) exceeding one hundred

fifty million (\$150,000,000.00) dollars is required to register with the SEC. Since UMANA and MINUZZI report managing AUM well above the \$150 million threshold, they are obligated to register as investment advisers but have failed to do so in clear violation of federal law.



218. As of the date of this filing, no effort has been made by any of the General Partners—MINUZZI, GARDNER, or GRENIER—to comply with SEC regulations, nor have any of the venture capital funds, UMANA, DuContra I and II, BABEL, BARBARELLA VENTURES, AUSUM, and AUSUM BLOCKCHAIN taken the necessary steps for registration

as Investment Advisors (*see* EXHIBIT i). This continued failure to act, even four years later, underscores the blatant disregard for legal compliance and regulatory responsibilities.

IAPD - Individual Search Results

adviserinfo.sec.gov/search/ge...

An official website of the United States Government

Investment Adviser Public Disclosure

INDIVIDUAL **FIRM**

Bárbara Minuzzi at Firm Name or CRD/SEC# (optional) in SAN FRANCISCO, CA

Refine Results

No match has been found for the information you provided.

This website does not contain information on investment advisers or brokers that:

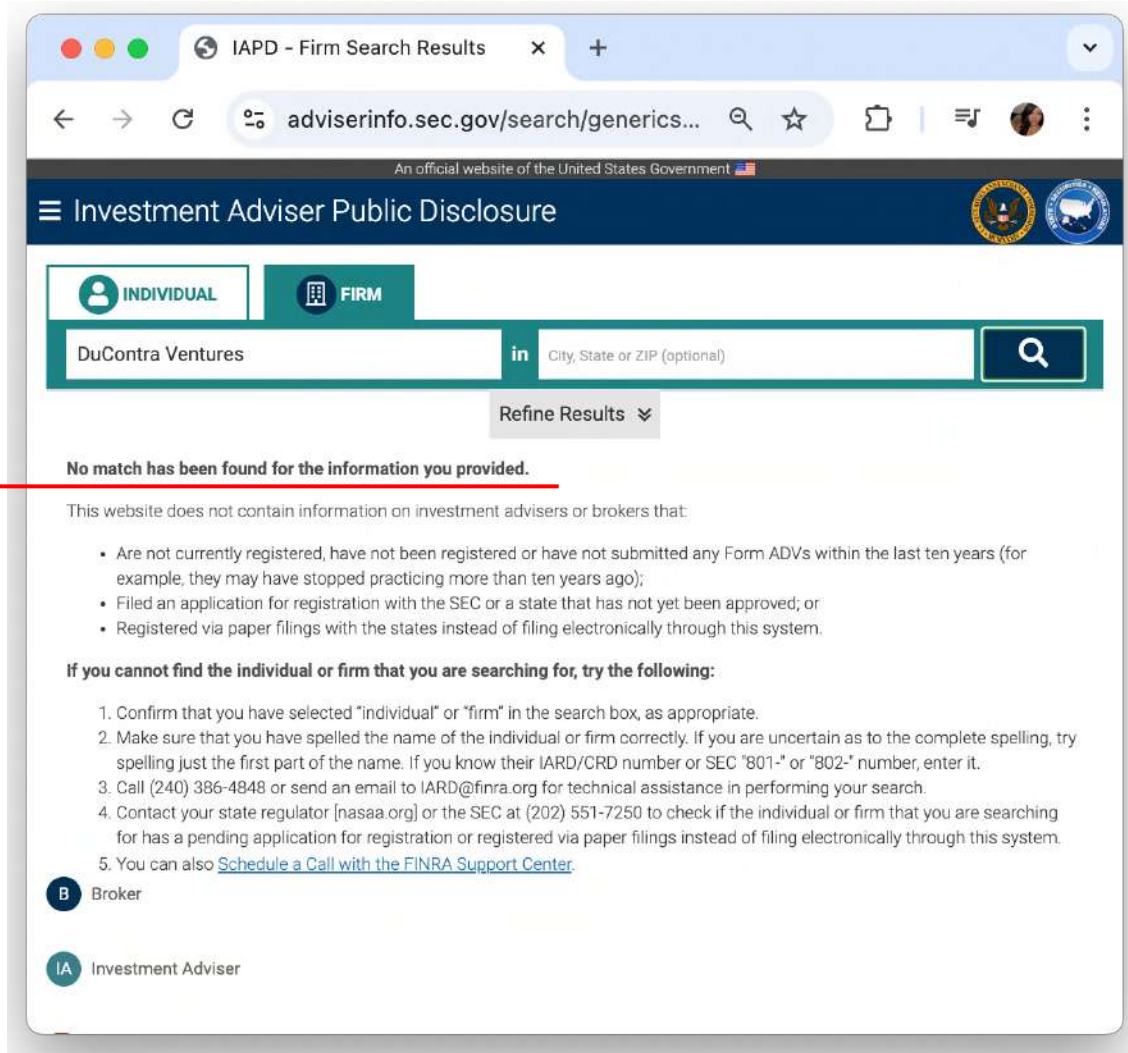
- Are not currently registered, have not been registered or have not submitted any Form ADVs within the last ten years (for example, they may have stopped practicing more than ten years ago);
- Filed an application for registration with the SEC or a state that has not yet been approved; or
- Registered via paper filings with the states instead of filing electronically through this system.

If you cannot find the individual or firm that you are searching for, try the following:

1. Confirm that you have selected "individual" or "firm" in the search box, as appropriate.
2. Make sure that you have spelled the name of the individual or firm correctly. If you are uncertain as to the complete spelling, try spelling just the first part of the name. If you know their IARD/CRD number or SEC "801-" or "802-" number, enter it.
3. Call (240) 386-4848 or send an email to IARD@finra.org for technical assistance in performing your search.
4. Contact your state regulator (nasaa.org) or the SEC at (202) 551-7250 to check if the individual or firm that you are searching for has a pending application for registration or registered via paper filings instead of filing electronically through this system.
5. You can also [Schedule a Call with the FINRA Support Center](#).

B Broker

IA Investment Adviser

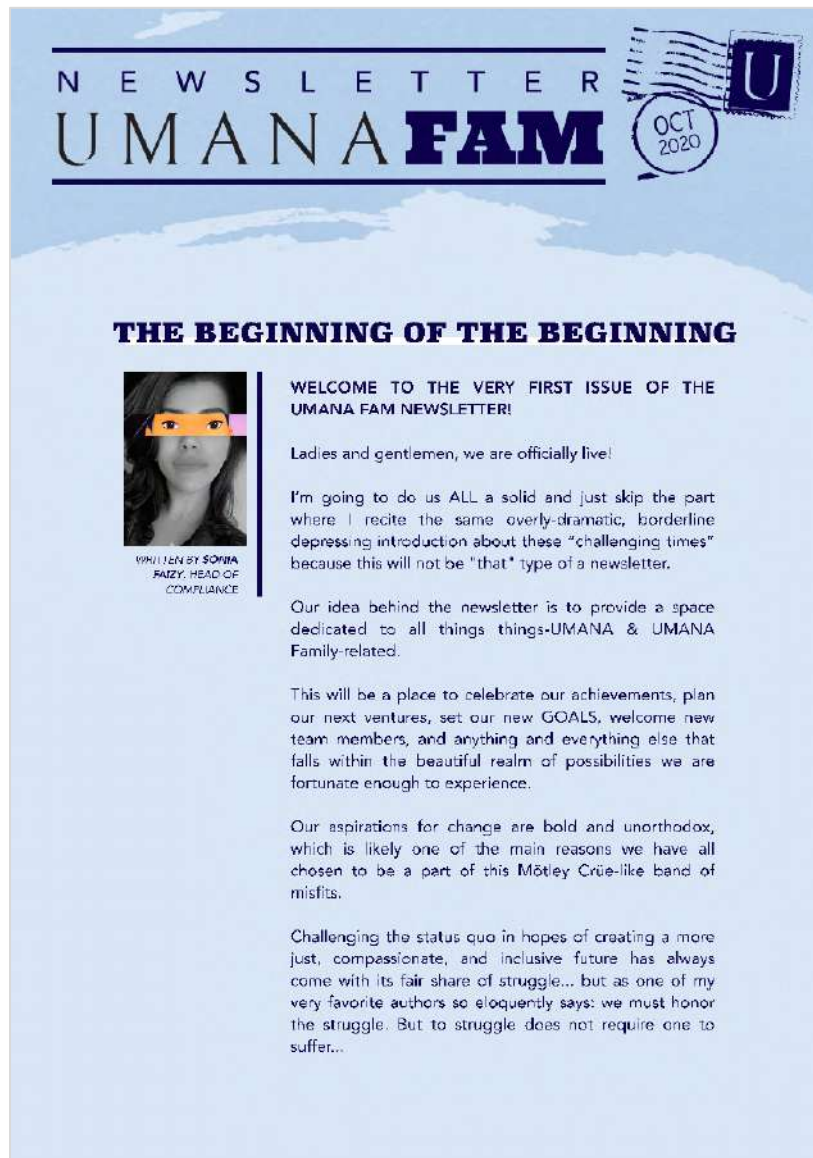


219. After PLAINTIFF's diligent efforts to address the SEC compliance issues and her clear recommendation to delay the DuContra Fund II's fundraising, DEFENDANTS' hostility toward her only intensified. Nevertheless, PLAINTIFF's exceptional work continued to earn her new assignments. On or about September 30, 2020, MINUZZI, tasked PLAINTIFF with critical new projects, including assisting with the launch of Kory Silva's (Anderson Silva's daughter) new brand and helping onboard the new CEO of SCHNACKS, further underscoring her value to the company despite the escalating mistreatment.

220. By October 2020, PLAINTIFF was working over one hundred (100) hours a week without receiving any increase in her pay, despite repeated assurances, from MINUZZI that she

1 would be compensated accordingly. Simultaneously, her role and responsibilities continued to
2 expand, however, the continued disregard for PLAINTIFF's compensation, despite her
3 overwhelming workload, exemplified the deceptive promises and exploitation she endured under
4 MINUZZI's leadership.

5
6 221. **The UMANAFAM Newsletter:** On October 8, 2020, just three days before her
7 termination, PLAINTIFF authored and published UMANA's inaugural internal newsletter (*see*



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24
25
26
27 EXHIBIT Y). The UMANA newsletter was a company-wide communication effort, entrusted
28

1 exclusively to PLAINTIFF, with only a select few aware of its release prior to publication. This
2 assignment just days before PLAINTIFF's termination, underscores her trusted, integral role
3 within the organization. The fact that there were no performance-related concerns raised in the
4 intervening days further highlights the retaliatory nature of her dismissal. The timing suggests
5 her termination was not performance-based but rather motivated by her complaints regarding her
6 unpaid wages and other unlawful practices. The abrupt termination, following the successful
7 completion of a critical project, supports the inference of a pattern of retaliation and
8 discrimination intended to marginalize her contributions and silence her advocacy for equity.
9

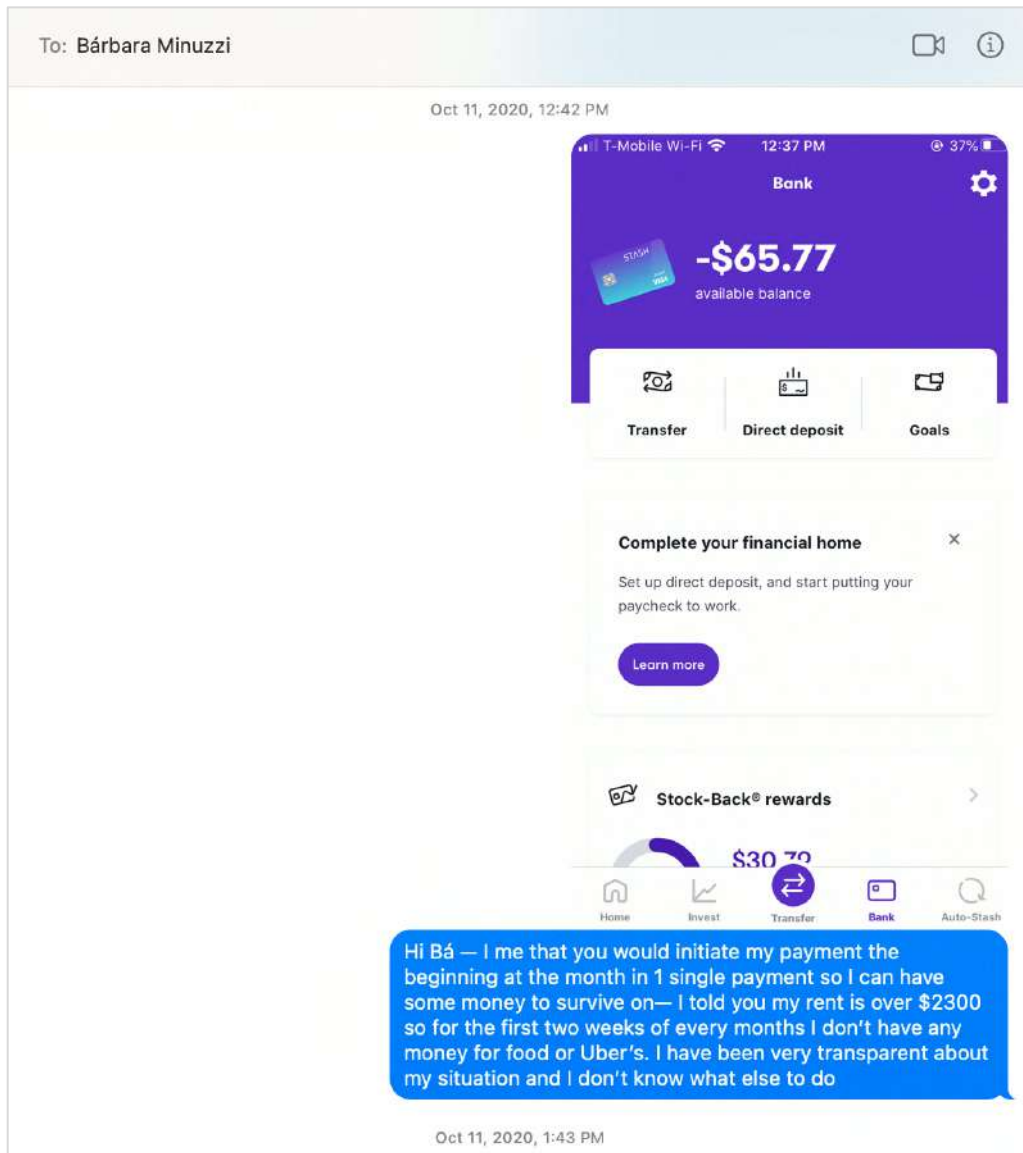
10 **G. PLAINTIFF'S PROTECTED ACTIVITY – UNPAID WAGES**

11
12 222. By October 11, 2020, after months of enduring these high-pressure, unethical
13 demands while being grossly underpaid, PLAINTIFF reached her breaking point. Overworked
14 and struggling to meet basic living expenses due to unpaid wages, PLAINTIFF's financial
15 situation became dire. Her bank account was overdrawn by negative sixty-five dollars and
16 seventy-seven cents (-\$65.77), leaving her unable to afford necessities like food or
17 transportation.
18

19 **1. Plaintiff's Protected Activity – Unpaid Wages Complaint**

20 223. In a moment of vulnerability and desperation, PLAINTIFF reached out to
21 MINUZZI to express her complaints regarding her unpaid wages. At 12:42 PM on October 11,
22 2020, she sent MINUZZI the following text message, along with a screenshot of her negative
23 bank balance:
24

25 **“Hi Bà — I [thought] you said you would initiate my pay at the beginning of the**
26 **month in 1 single payment so I can have some money to survive on— I told you my**
27 **rent is over (\$2,300.00) so for the first two weeks of every month I don't have any**
28 **money for food or Uber's. I have been very transparent about my situation and I**
don't know what else to do.”



224. Approximately an hour later, on October 11, 2020, at 1:43 PM, MINUZZI responded to PLAINTIFF's message about her financial struggles, stating:

"Hey Sonia, better if we talk tomorrow over the phone. My only window open is at 10:15am, let's do our weekly meeting tomorrow over zoom. And cover this matter as well."

MINUZZI moved up PLAINTIFF's weekly scheduled call from Tuesday to Monday, demonstrating last-minute scheduling changes.

225. On October 11, 2020, 1:44 PM, PLAINTIFF, having experienced this delay tactic

1 before, was not going to allow MINUZZI to once again engage in her “bait-and-switch” ploy,
2 and replied:

3 **“I’m available now if you want to talk on the phone. I have a busy day tomorrow**
4 **and I cleared my schedule on 3 different days last week... so please make this a**
5 **priority.”**

6 226. On October 11, 2020, at 1:44 PM, MINUZZI declined the offer to speak
7 immediately, stating:

8 **“It’s Sunday... no I don’t want to talk now.**

9 **I’m your boss.**

10 **I don’t understand what other things you have that are more important than**
11 **having a call with your boss.”**

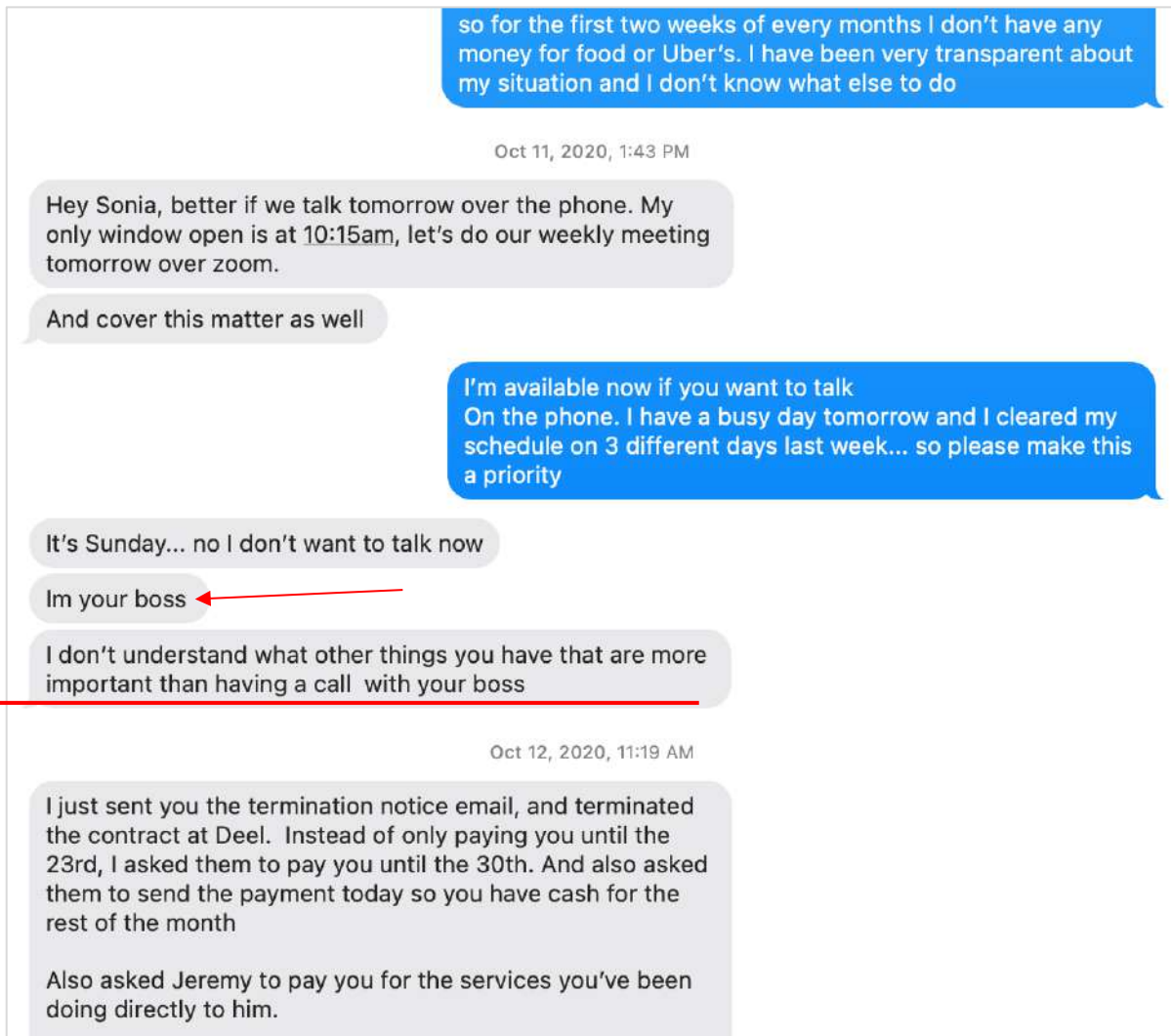
12 MINUZZI’s dismissive remark is a blatant assertion of authority that undermines PLAINTIFF’s
13 personal struggles. It demonstrates an abuse of power, prioritizing the employer’s schedule over
14 PLAINTIFF’s basic human needs. This response further exemplifies the toxic work environment
15 and intentional disregard for PLAINTIFF’s situation—a situation that MINUZZI was directly
16 responsible for creating and exacerbating.
17

18 **2. Defendants’ Retaliation in Response to Plaintiff’s Good-Faith Protected Activity**
19 **Complaints**

20 227. **Unlawful Termination in Retaliation to Plaintiff’s Unpaid Wages**

21 **Complaints:** Just twenty (20) hours and forty-eight (48) minutes later, on October 12, 2020,
22 MINUZZI abruptly terminated PLAINTIFF during a 10:15 AM Zoom call, which was scheduled
23 only after PLAINTIFF’s complaints the day before. The call lasted no more than fifteen (15)
24 minutes, with no witnesses or constructive dialogue. About forty-five (45) minutes later,
25 MINUZZI sent the following text:
26

27 **“I just sent you the termination notice email and terminated the contract at Deel ...**
28 **Also asked Jeremy to pay you for the services you’ve been doing directly to him.”**

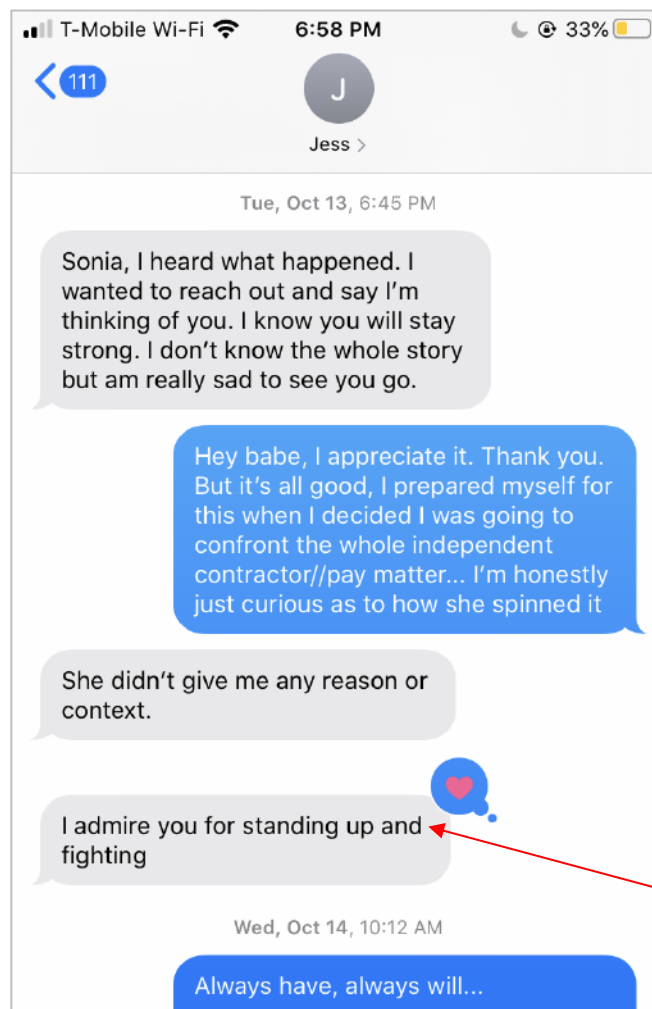


228. These messages constituted protected activity and were followed by adverse employment actions under FEHA, as PLAINTIFF was asserting her right to be paid lawfully for the work she had performed. The mention of DEFENDANT GARDNER revealed that MINUZZI's disparaging, defamatory, and slanderous campaign against PLAINTIFF had already begun.

3. Causation: Abrupt Termination

229. The timing of PLAINTIFF's termination, occurring less than twenty-four (24) hours after she lodged a wage complaint, strongly supports the inference of retaliation. The close temporal proximity between PLAINTIFF's complaint and her abrupt dismissal indicates that the

1 termination was retaliatory in nature. PLAINTIFF was in utter disbelief upon being terminated,
2 as she had no performance issues and was well-liked by colleagues, interns, and clients.
3 Furthermore, she had been entrusted with significant projects shortly before her dismissal,
4 highlighting that her termination was not based on any job-related deficiencies. On Tuesday,
5 October 13, 2020, PLAINTIFF's former colleague, KARR, sent her a message of support,
6 stating, "**Sonia, I heard what happened, I wanted to reach out and say I'm thinking of you.**"
7 KARR continued, "**I admire you for standing up and fighting,**" referring to PLAINTIFF's
8 effort to hold UMANA and MINUZZI accountable for their deliberate wage theft and
9 misclassifications. "**Always have, always will...**" PLAINTIFF replied.
10
11



1 **H. DEFENDANTS' OUTRAGEOUS, OPPRESSIVE, MALICIOUS**
2 **& FRAUDULENT POST-TERMINATION CONDUCT**

3 **1. Defendants' Outrageous Taunts Directed at Plaintiff**

4 230. **Post-Termination Retaliation and Fraud.** Following PLAINTIFF's termination,
5 DEFENDANT MINUZZI and her Co-defendants engaged in a series of retaliatory, malicious,
6 and fraudulent attacks directed at PLAINTIFF, including making defamatory statements and
7 intentionally issuing fake wire transfers and bad checks.

8 231. These actions not only worsened PLAINTIFF's financial hardship but also caused
9 severe emotional distress, further highlighting the malicious and outrageous conduct of the
10 DEFENDANTS.

11 232. On October 15, 2020, just three days after PLAINTIFF's unlawful termination in
12 retaliation for her wage complaints, DEFENDANTS MINUZZI and GARDNER took to social
13 media in what appeared to be a blatant and cruel taunt directed at PLAINTIFF. The content of
14 their posts was genuinely shocking given the circumstances, underscoring their complete
15 disregard for the harm they had inflicted. DEFENDANT GARDNER wrote:

16 **"This is total @VCBrags but I had the most ungodly week of angel and venture**
17 **investing.**

18 **Receiving payouts on both a 30x and 200-400x investment and have two investments**
19 **with a 12x and 40x markup, respectively.**

20 **Plus I got a tentative deal writing children's books." – DEFENDANT GARDNER**

21 Shortly after, DEFENDANT MINUZZI reshared a screenshot of GARDNER's post, adding:

22 **"Although we care more about our impact than our financial returns.**

23 **It's really good to see that we can do both.**

24 **It fills my heart with joy to see @umana.family members rising with investments**
25 **aligned with their values.**

MORE TO COME @Gonzogardner @UMANA.family is on *fire emoji* *fire emoji* *fire emoji*" – DEFENDANT MINUZZI



2. Defendants' Malicious Intent to Harm Plaintiff

233. These posts are not only a brazen display of financial self-congratulation but also a deliberate and public dismissal of PLAINTIFF's legitimate grievances and the profound harm caused by DEFENDANTS' retaliatory conduct.

1 234. The divergence between their public displays of wealth and their treatment of
2 PLAINTIFF underscores the calculated cruelty and hypocrisy that define their personal and
3 business dealings. This conduct demonstrates a level of malice that goes beyond mere
4 negligence, reflecting an intentional effort to harm PLAINTIFF both professionally and
5 personally, with the clear intent to further her distress and humiliation.
6

7 235. PLAINTIFF's experience serves as a chilling example of how DEFENDANTS
8 weaponized her trust and dedication to further their own unlawful agenda, discarding her the
9 moment she refused to comply with their unethical practices.
10

11 **3. Plaintiff's Damages from Defendants' Persistent Pattern of Retaliation, Fraud,**
12 **and Lack of Remorse.**

13 236. DEFENDANTS' retaliation against PLAINTIFF escalated into a deliberate and
14 multifaceted campaign of bad faith settlement attempts, marked by fraudulent actions designed
15 to inflict maximum harm. This included two fake wire transfer confirmations, each falsely
16 representing payments of \$5,920.00, and three bad checks—\$5,420.00, \$2,000.00, and another
17 \$2,000.00—all of which were returned for non-sufficient funds (NSF).
18

19 237. Following her unlawful termination and retaliation at UMANA, PLAINTIFF
20 continued to work diligently as the General Counsel of MADEMAN ahead of the company's
21 first product launch. However, MINUZZI directly interfered with PLAINTIFF's employment at
22 MADEMAN—an opportunity that would have provided much-needed career stability.
23

24 238. This interference caused lasting professional, financial, and emotional harm,
25 directly resulting from MINUZZI's intentional and outrageous conduct. The calculated and
26 malicious nature of this interference not only obstructed PLAINTIFF's recovery but also
27 prolonged her significant emotional and professional distress, further underscoring the egregious
28 actions of DEFENDANTS who intentionally subjected PLAINTIFF to cruel and unjust

1 hardships in conscious disregard of her rights.

2 **I. BREACH OF GOOD FAITH & FAIR DEALING**

3 **1. Bad-Faith Settlement Attempt #1 – November 2, 2020**

4 239. On November 2, 2020, PLAINTIFF, acting in good faith, returned UMANA's
5 physical files and proposed a settlement to resolve her unlawful termination and unpaid wages
6 that were owed to her. The settlement proposal included the cessation of labor violations, a
7 guarantee of no interference with PLAINTIFF's future employment, and the payment of her
8 unpaid earned wages. This proposal was intended to avoid prolonged conflict and allow both
9 parties to move forward in a professional and equitable manner. While DEFENDANT MINUZZI
10 outwardly agreed to the terms of the settlement, her subsequent actions reflected a blatant
11 betrayal of this agreement and a continuing pattern of fraudulent behavior.
12

13
14 240. Rather than honor the settlement terms, DEFENDANT MINUZZI covertly
15 undermined PLAINTIFF's professional future by interfering with her role at MADEMAN, Inc.
16 Despite explicitly stating otherwise, DEFENDANT MINUZZI effectively forced MADEMAN's
17 CEO, DEFENDANT GARDNER, to terminate PLAINTIFF's employment. This breach of the
18 settlement and retaliatory action exemplify MINUZZI's deceitful nature, her malicious intent to
19 harm PLAINTIFF's career, and her genuine inability to feel any remorse or empathy.
20

21 241. **MINUZZI's Pattern of Deceptive Behavior and Interference with**
22 **PLAINTIFF's Employment:** DEFENDANT MINUZZI's conduct has been marked by this
23 pattern of dishonesty and manipulation. Despite her outward agreement to PLAINTIFF's
24 proposed settlement, MINUZZI repeatedly lied about her intentions and consistently acted in
25 ways that contradicted her words. Whenever she made a statement, her actions demonstrated the
26 exact opposite of what she had promised or agreed to. This consistent duplicity reflects her
27
28

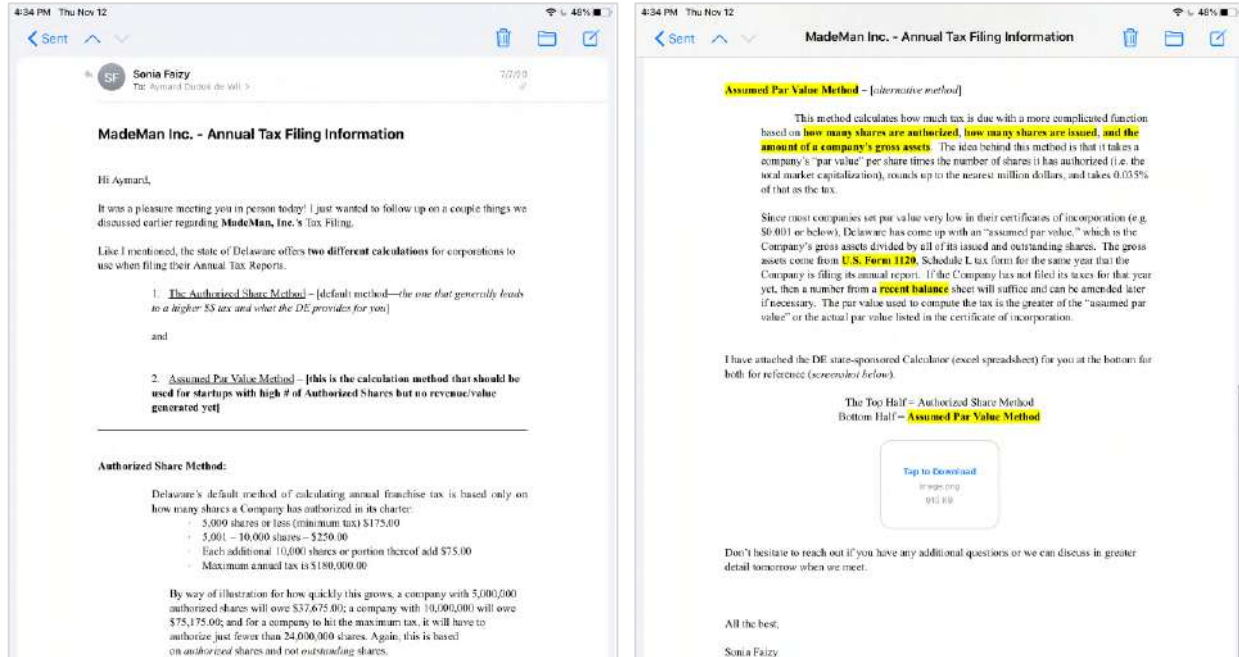
1 pathological dishonesty and manipulative tendencies, which had a direct impact on
2 PLAINTIFF's mental health and professional trajectory.

3 **J. TORTIOUS INTERFERENCE WITH PLAINTIFF'S**
4 **EMPLOYMENT AT MadeMan, Inc.**

5 242. PLAINTIFF finally began to recognize DEFENDANT MINUZZI's covert pattern
6 of vindictive and retaliatory behavior and anticipated the likelihood that she would try to
7 interfere with her new role at MADEMAN, as General Counsel—a concern that quickly
8 materialized. Although PLAINTIFF independently secured the position—following an
9 introduction by MINUZZI—DEFENDANT MINUZZI intentionally and tortiously interfered and
10 disrupted PLAINTIFF's employment, undermining her professional reputation. These actions
11 demonstrate another calculated attack by MINUZZI to obstruct PLAINTIFF's career and
12 financial recovery, causing significant financial, professional, and emotional harm.
13
14

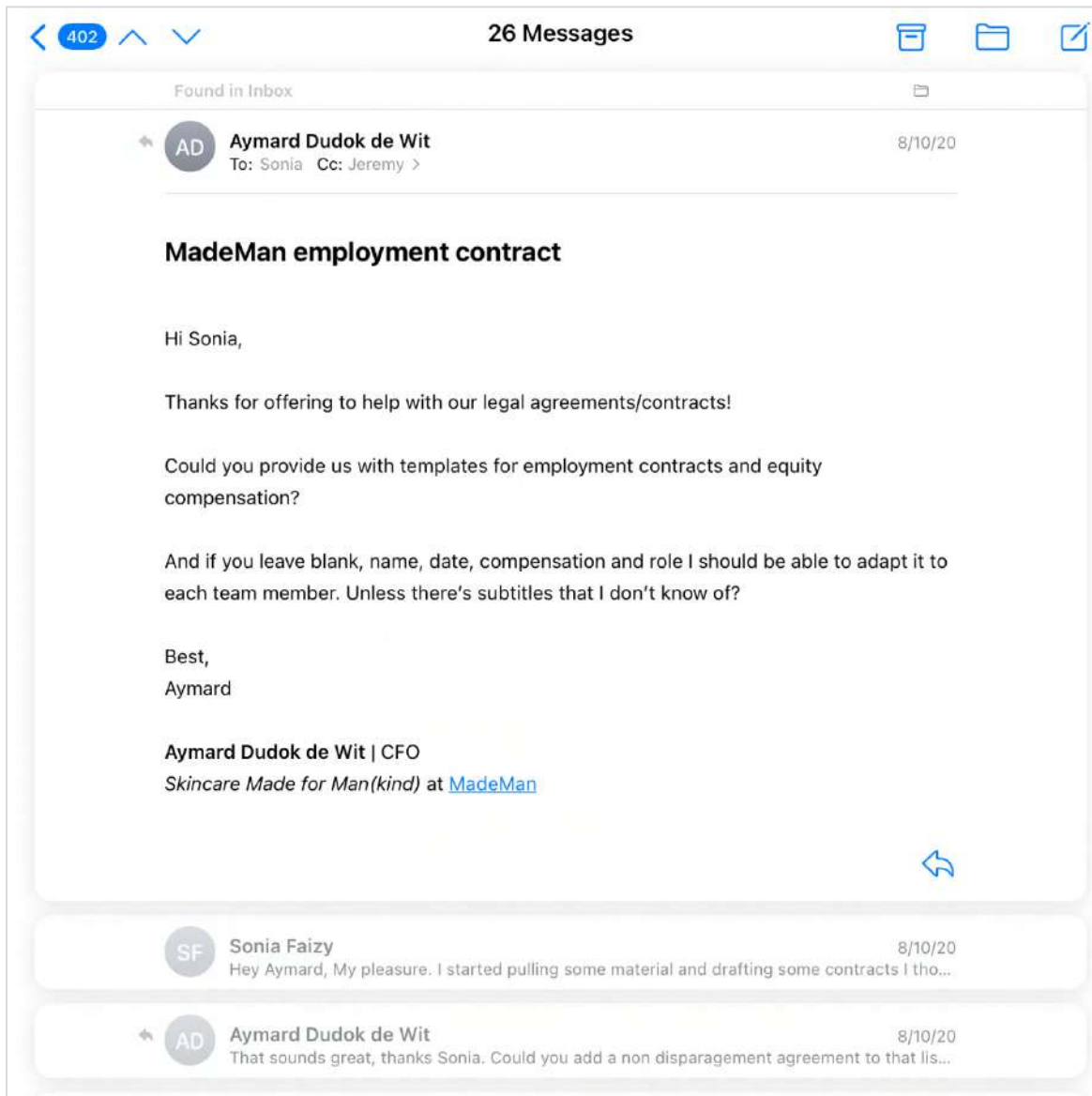
15 **1. Timeline of Plaintiff's Work Contributions and Significant Value Added to**
16 **MadeMan, Inc.**

17 243. Shortly after meeting UMANA's CFO, de Witt, PLAINTIFF was instructed to
18 assist de Witt and MADEMAN with its Delaware annual report filing. On or about July 7, 2020,
19 PLAINTIFF once again demonstrated her diligence and expertise by correcting MADEMAN's
20 Delaware Franchise Tax filings, saving the company over eighty thousand dollars (\$80,000.00).
21 This achievement mirrored her previous work with UMANA, where she had resolved similar
22 filing issues. As she had done for UMANA, PLAINTIFF sent a detailed email and practice guide
23 to MADEMAN's CFO, de Witt, outlining how to correctly complete the re-filing process using
24 the proper calculation method. To ensure clarity, she included step-by-step instructions, complete
25 with screenshots from the Delaware Secretary of State website (see EXHIBIT j), to guide the
26 process.
27
28



244. On August 4, 2020, MADEMAN designated PLAINTIFF as its ‘**Startup Attorney**’ on the company’s Clerky account, a legal and equity management platform for early-stage companies used to ensure compliance and streamline operations. This appointment formalized her responsibility for managing MADEMAN’s legal documents and corporate records, solidifying her role as a critical member of the team (*see* EXHIBIT a).

245. Recognizing PLAINTIFF’s extensive knowledge of startup law, as well as her demonstrated skill in negotiating and drafting comprehensive contracts, de Witt began to consistently seek PLAINTIFF’s advice and guidance on all matters related to MADEMAN’s operations and projects. PLAINTIFF quickly became a trusted resource for both de Witt and GARDNER, solidifying her position as an integral part of the team. During this period, PLAINTIFF was also increasingly included in critical correspondence between CFO de Witt and MADEMAN CEO, DEFENDANT GARDNER, further underscoring her growing involvement in shaping MADEMAN’s operational and legal strategy ahead of its first product launch scheduled for the first week of November 2020. Given the company’s consistent reliance on



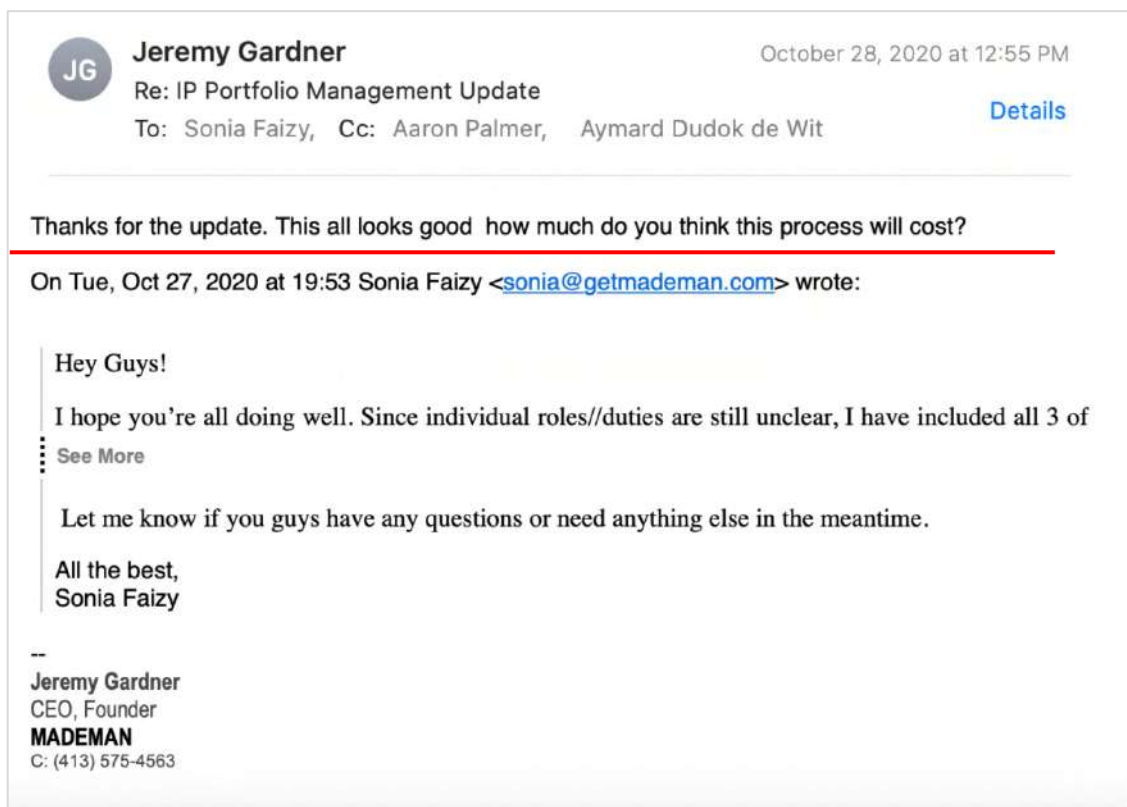
her expertise and the critical importance of her contributions, PLAINTIFF reasonably anticipated the formalization of her professional relationship with MADEMAN. Alternatively, MADEMAN needed to be billed and invoiced for the significant deliverables PLAINTIFF had already completed. To address the ongoing issue of her unpaid work, PLAINTIFF organized and compiled a detailed executive summary of her deliverables and contributions to MADEMAN in an itemized list in chronological order, a copy of which is included below. She provided this comprehensive summary to CFO de Witt and CEO GARDNER, outlining the significant value

she had already brought to the company as part of her effort to initiate a conversation to



formalize or settle payment for her extensive work. On October 28, 2020, in response to PLAINTIFF’s email, DEFENDANT GARDNER acknowledged the issue of payment, replying: “Thanks for the update. This all looks good. How much do you think this process will cost?” This response, as evidenced in the screenshot included below, demonstrated

GARDNER's recognition of the need to address the matter of compensation for PLAINTIFF's efforts, further confirming the understanding that her work warranted formal remuneration.

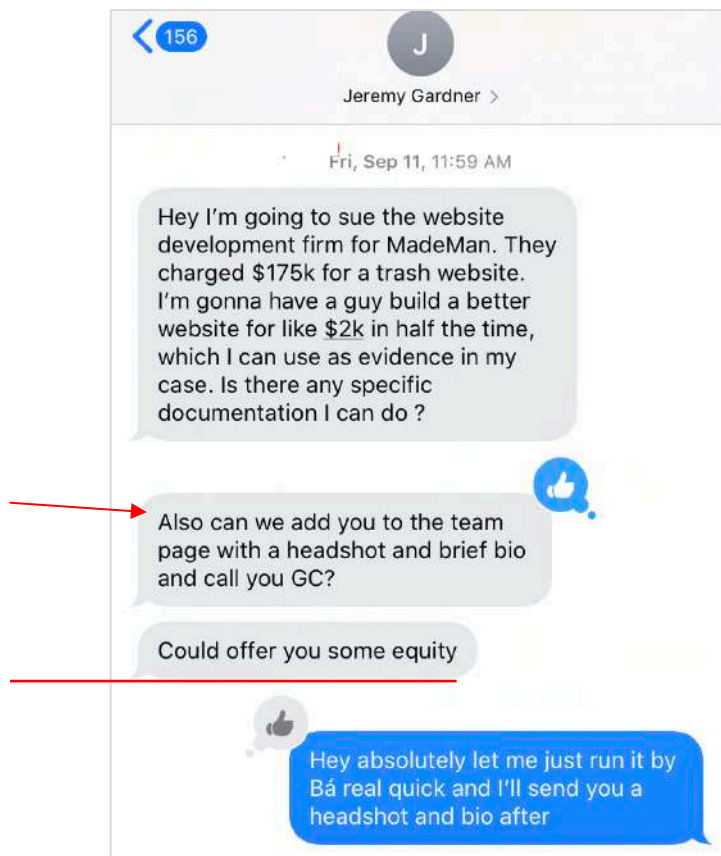


2. Binding Agreement Existed Between Plaintiff and MadeMan, Inc., and Defendant Minuzzi Had Actual Knowledge of Contract

a. MadeMan General Counsel Offer #1 - September 11, 2020

246. On September 11, 2020, after nearly five months of extensive contributions to MADEMAN, DEFENDANT GARDNER sent PLAINTIFF a text message proposing to formalize her role at the company. In the message, GARDNER suggested officially naming her MADEMAN's General Counsel, stating, **"Can we add you to the team page with a headshot and brief bio and call you GC?"** This communication reflected the company's acknowledgment of PLAINTIFF's critical role and the value of her expertise in guiding MADEMAN's legal and operational strategies. PLAINTIFF responded, **"[h]ey absolutely let me just run it by Bá real quick and I'll send you a headshot and bio after,"** mindful that

1 MINUZZI, known for her volatile tendencies, needed to be kept informed. PLAINTIFF,
2 believing she was building a collaborative team, sought to discuss the position with MINUZZI to
3 ensure alignment and avoid unnecessary conflict.



19 **i. Toxic Work Environment at MadeMan: CEO Gardner's**
20 **Inappropriate Gifts & Harassment**

21 247. On or about September 20, 2020, DEFENDANT GARDNER requested
22 PLAINTIFF's home address. Rather than sending a formal offer letter, as would have been
23 appropriate, PLAINTIFF instead received a package from GARDNER, with a shipping label
24 from MADEMAN's headquarters at **525 Arkell Drive, Beverly Hills, California, 90210**. The
25 package contained a black silk robe and a white G-string bikini, and no offer letter. PLAINTIFF
26 was shocked and confused by this inappropriate gesture, which not only reduced her professional
27 role to a stereotype but also contributed to the hostile work environment, undermining her
28

credibility and dignity as a respected legal professional.



b. MadeMan General Counsel Offer #2 - September 30, 2020

248. On September 30, 2020, CEO GARDNER re-extended the General Counsel (GC) offer via text, writing, “Can we add you as GC on our site?” PLAINTIFF, committed to ensuring proper compliance with professional and ethical standards, insisted on following the necessary procedural requirements. She responded,

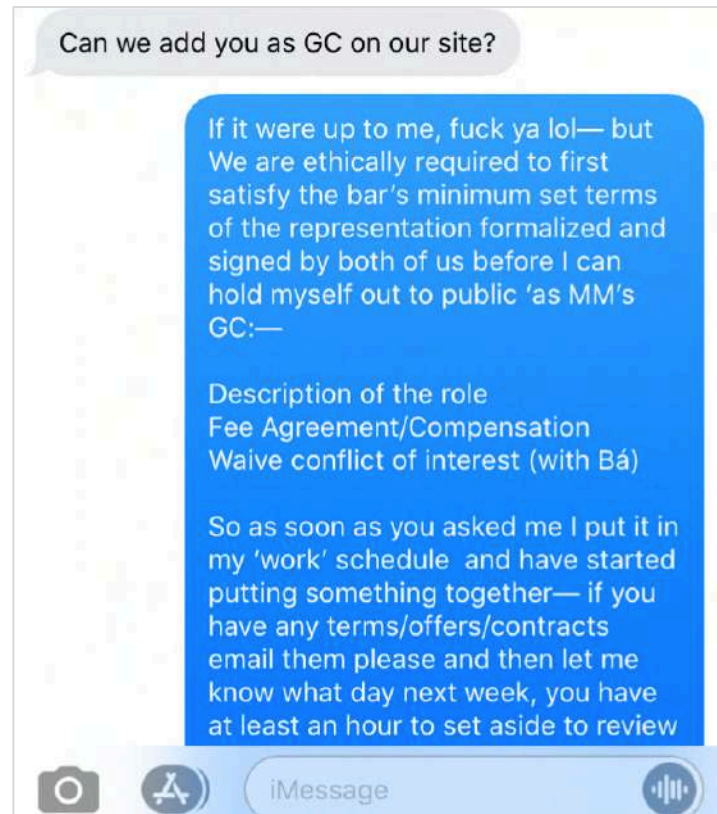
“If it were up to me, f*ck ya lol—but we are ethically required to first satisfy the bar’s minimum terms of the representation formalized and signed by both parties before I can hold myself out to the public as MM’s GC—

- **Description of the Role**
- **Fee Agreement/Compensation**
- **Waive Conflict of Interest (w/ Bá)**

So as soon as you asked me, I put it in my ‘work’ schedule and have started putting something together—if you have any terms/offers/contracts, email them, please, and

1 **then let me know what day next week you have at least an hour to set aside to**
2 **review.”**

3 This exchange underscored PLAINTIFF’s insistence on establishing a formal and legally sound
4 working relationship, ensuring both parties were aligned before formalizing the GC role.

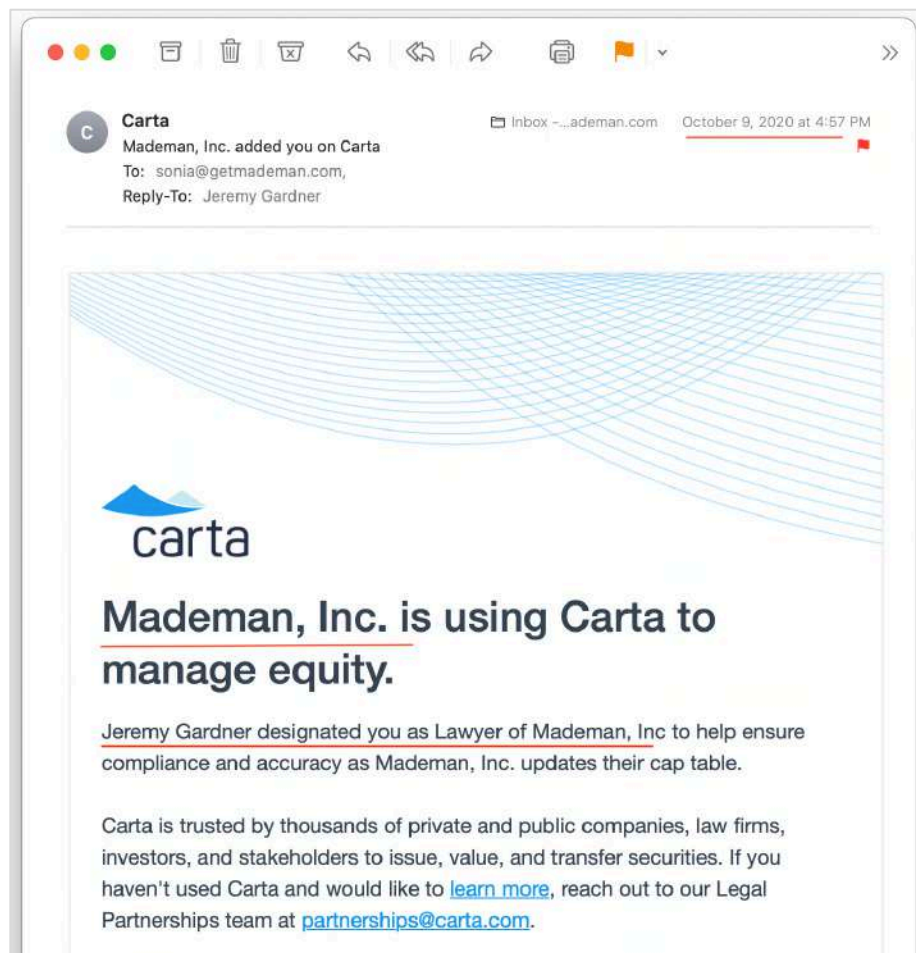


19 **249. Increasing Concerns About MadeMan’s Operations:** After receiving
20 GARDNER’s inappropriate gift PLAINTIFF grew increasingly concerned that the company
21 might exhibit similar patterns of disorganization and lack of professionalism as UMANA. These
22 concerns prompted PLAINTIFF to assess the situation more critically. She decided to take a trip
23 from San Francisco to Los Angeles, where MADEMANS’s CEO GARDNER and CFO de Witt
24 were working out of HQ, to gain a clearer understanding of what she was signing up for.
25 PLAINTIFF believed that addressing critical matters—particularly the discussion around
26 compensation and salary—would be far more effective in a face-to-face meeting, allowing her to
27
28

1 assess the company's operations and leadership firsthand.

2 **3. Plaintiff's Formal Appointment to General Counsel at MadeMan**

3 250. On October 9, 2020, GARDNER formally appointed PLAINTIFF as
4 MADEMAN's Startup Attorney on the company's Carta equity management platform. This
5 appointment entrusted her with the significant responsibility of managing the company's equity
6 underscoring her critical role in ensuring legal compliance for MADEMAN's stakeholders. It
7 was a reflection of her expertise and the indispensable value she brought to the company's
8



25 operations. Even after PLAINTIFF's unlawful termination as UMANA's Head of Compliance,
26 GARDNER continued her onboarding, granting her access to all corporate records and operating
27 systems. On October 21, 2020, GARDNER further reinforced PLAINTIFF's involvement by
28

1 including her in an investor email update titled “**MadeMan Launch Update**,” (*see* EXHIBIT b)
2 which he sent to MADEMAN’s investors, demonstrating her integral role in the company’s
3 communications and strategy.

4 **4. Minuzzi’s Intentional Interference with Plaintiff’s Employment at MadeMan**

5 251. On or around November 9, 2020, while traveling to Los Angeles, PLAINTIFF’s
6 growing concerns about DEFENDANT MINUZZI’s interference were validated. Despite
7 PLAINTIFF’s consistent dedication to MADEMAN, GARDNER suddenly claimed that the
8 General Counsel position was “unpaid.” This statement directly contradicted previous
9 agreements and ignored PLAINTIFF’s substantial contributions, including her pivotal role in
10 preparing for MADEMAN’s product launch
11

12 252. PLAINTIFF, troubled by this abrupt change, inquired about the reasoning behind
13 GARDNER’s sudden hostility. It became evident that DEFENDANT MINUZZI had interfered
14 with PLAINTIFF’s employment. GARDNER admitted as much, stating, “**That’s why I don’t**
15 **get close to anyone Ba [MINUZZI] brings around.**” This admission confirmed PLAINTIFF’s
16 growing suspicion that MINUZZI had maliciously influenced MADEMAN’s leadership to
17 undermine her role.
18

19 253. On November 11, 2020, PLAINTIFF’s MADEMAN email account was
20 deactivated without notice or explanation. This unilateral action effectively terminated her
21 employment and severed her connection to the company. Despite her significant contributions to
22 MADEMAN’s success, PLAINTIFF was neither compensated for her work nor provided any
23 justification for her abrupt termination.
24

25 254. DEFENDANT MINUZZI’s actions reveal a deliberate pattern of retaliation and
26 manipulation, aimed at harming PLAINTIFF both professionally and personally. From
27
28

orchestrating her unlawful termination at UMANA and MADEMAN to ongoing efforts to damage her reputation, career, and financial stability, MINUZZI and her Co-Defendants have sustained this malicious conduct for over four years, as discussed in detail below.

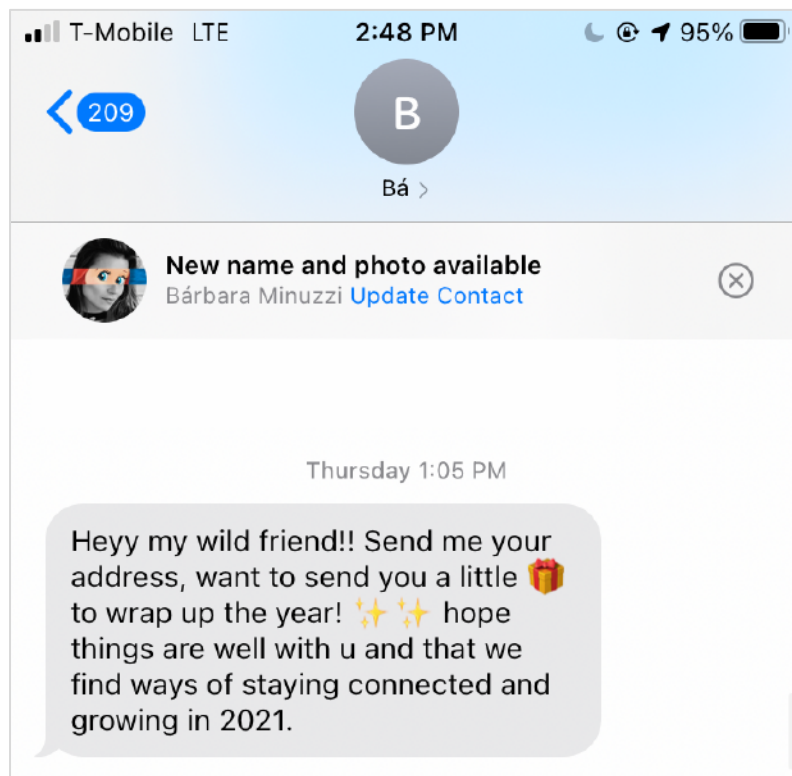
K. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

Extreme and Outrageous Conduct

1. Bad-Faith Settlement Attempt #2 – December 31, 2020 (\$5,920.00 Fake Wire)

255. After deliberately sabotaging PLAINTIFF's role at MADEMAN, MINUZZI once again went out of her way to manipulate PLAINTIFF and draw her back into her cycle of emotional abuse. On December 24, 2020, MINUZZI sent PLAINTIFF the following text message.

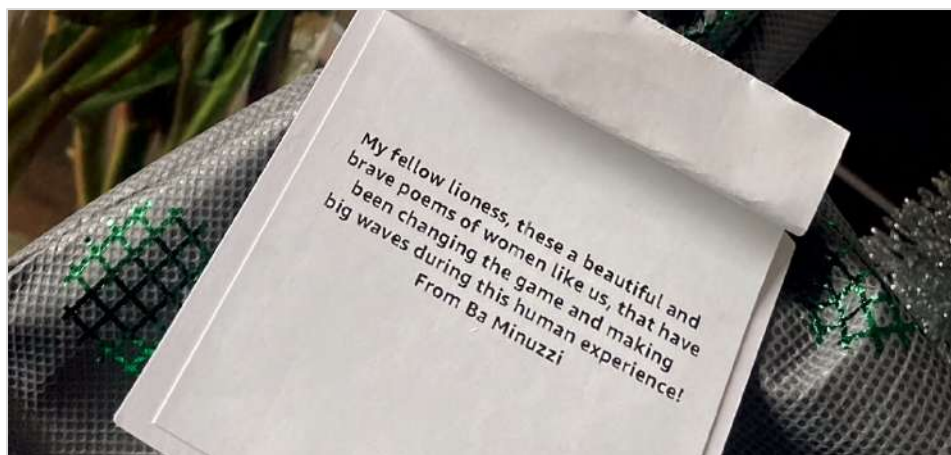
“Heyy my wild friend!! Send me your address, want to send you a little *gift emoji* to wrap up the year! Hope things are well with u and that we find ways of staying connected and growing in 2021.”



1 PLAINTIFF immediately saw through the disingenuous nature of this message. The entire
2 interaction felt contrived: either MINUZZI was concealing her real motive—to manipulate
3 PLAINTIFF into re-engaging on her terms—or she genuinely did not know how to locate
4 PLAINTIFF’s address after their year working together. Neither possibility sat well with
5 PLAINTIFF. Rejecting the empty gesture of a gift, PLAINTIFF instead invited MINUZZI to
6 meet in person to discuss the outstanding issues.
7

8 256. On December 30, 2020, MINUZZI came to PLAINTIFF’s home for a face-to-
9 face meeting. During this conversation, PLAINTIFF expressed her mistrust of MINUZZI, citing
10 the repeated instances of manipulation, retaliation, and bad-faith conduct she had endured. In
11 response, MINUZZI doubled down on her charm, insisting that she would resolve all outstanding
12 claims and pay the wages owed to PLAINTIFF by both UMANA and MADEMAN. She
13 reassured PLAINTIFF that she would make good on her promises, seemingly signaling a
14 genuine intent to move forward. As part of this supposed olive branch, MINUZZI presented
15 PLAINTIFF with two books, accompanied by a card that read:
16
17

18 **“My fellow lioness, these [are] beautiful and brave poems of women like us, that**
19 **have been changing the game and making big waves during this human experience!**
20 **From Ba Minuzzi.”**

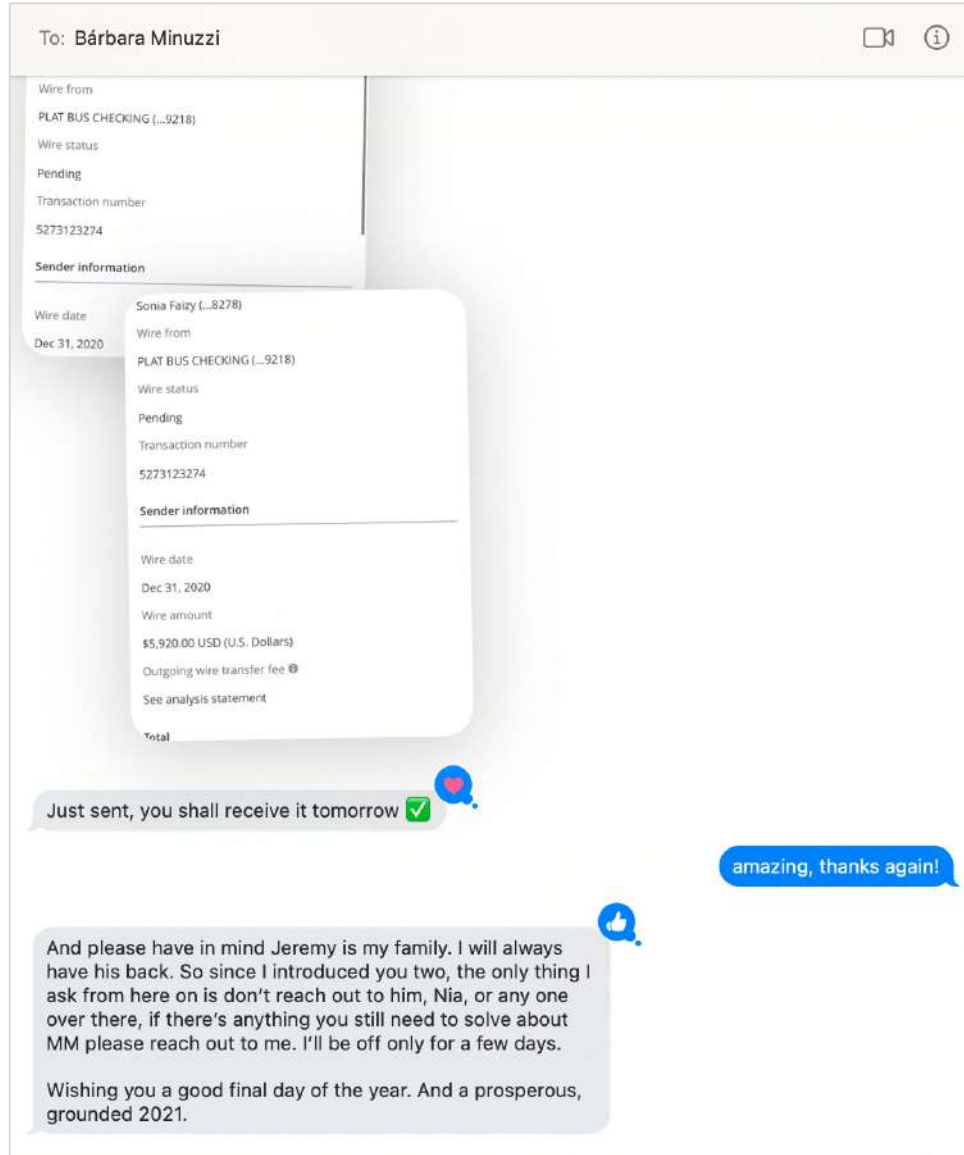


1 On the surface, this gesture may appear thoughtful or conciliatory. However, upon closer
2 examination, it becomes clear that this act was part of a broader pattern of psychological
3 manipulation. MINUZZI's gesture was not merely disingenuous; it was premeditated. By gifting
4 books she knew would resonate with PLAINTIFF's values and interests, MINUZZI attempted to
5 exploit PLAINTIFF's affinity for literature to obscure her ongoing misconduct. Her use of
6 language like "**lioness**" and "**women like us**" aimed to feign solidarity and minimize the harm
7 she had inflicted, creating a false sense of trust.

9 257. The insidiousness of this act is compounded by what occurred the very next day:
10 on December 31, 2020, MINUZZI sent the first of many fraudulent wire transfer confirmations,
11 claiming it was partial payment for her unpaid wages with the following message: "[j]ust sent ,
12 **you shall receive it tomorrow,**" further demonstrating that her reassurances were nothing more
13 than a smokescreen for continued bad-faith behavior. During that same exchange, MINUZZI
14 said:

16 **"And please have in mind Jeremy is family. I will always have his back. So Since I**
17 **introduced you two, the only thing I ask from you is don't reach out to him or NIA,**
18 **or anyone over there, if there's anything you still need to solve about [MADEMAN]**
19 **please reach out to me."**

20 PLAINTIFF immediately found this request strange and suspicious. The only plausible
21 explanation for such an unusual demand was that DEFENDANT MINUZZI was actively
22 deceiving both sides and feared that direct communication between PLAINTIFF and others
23 would expose her lies and treachery. This attempt to control the narrative and silence
24 PLAINTIFF was a blatant display of DEFENDANT MINUZZI's manipulative and self-serving
25 behavior. Although PLAINTIFF was appalled by the audacity of MINUZZI's request, she chose
26 to comply—not out of agreement, but out of a desire to move on with her life and avoid any
27 further entanglement with DEFENDANTS.
28



258. MINUZZI's conduct was intentionally cruel, designed to mislead PLAINTIFF while exacerbating her emotional distress and financial instability. This fraudulent act demonstrated a complete lack of accountability or remorse, further compounding the harm inflicted on PLAINTIFF. Through her continued bad-faith actions, MINUZZI perpetuated PLAINTIFF's suffering with deliberate disregard for the consequences.

259. On the very same day that MINUZZI falsely claimed to have wired PLAINTIFF the first \$5,920.00, which conveniently fell on the last day of the tax calendar year, GARDNER

made a public announcement via his personal Twitter account:

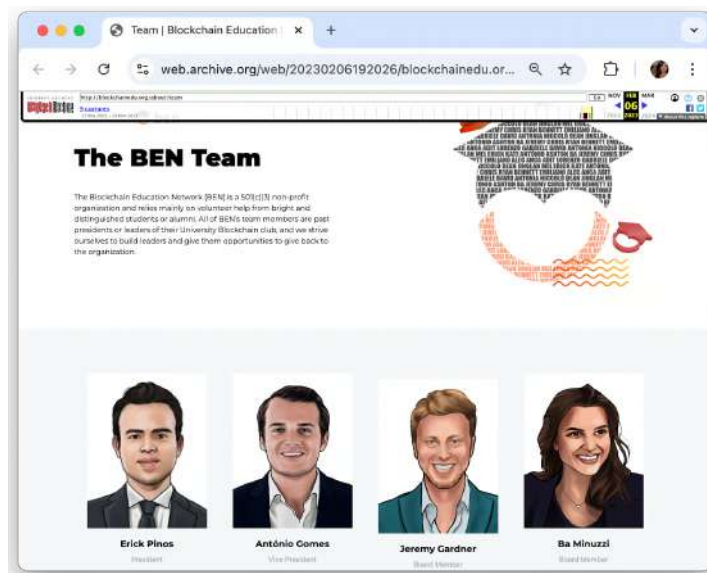
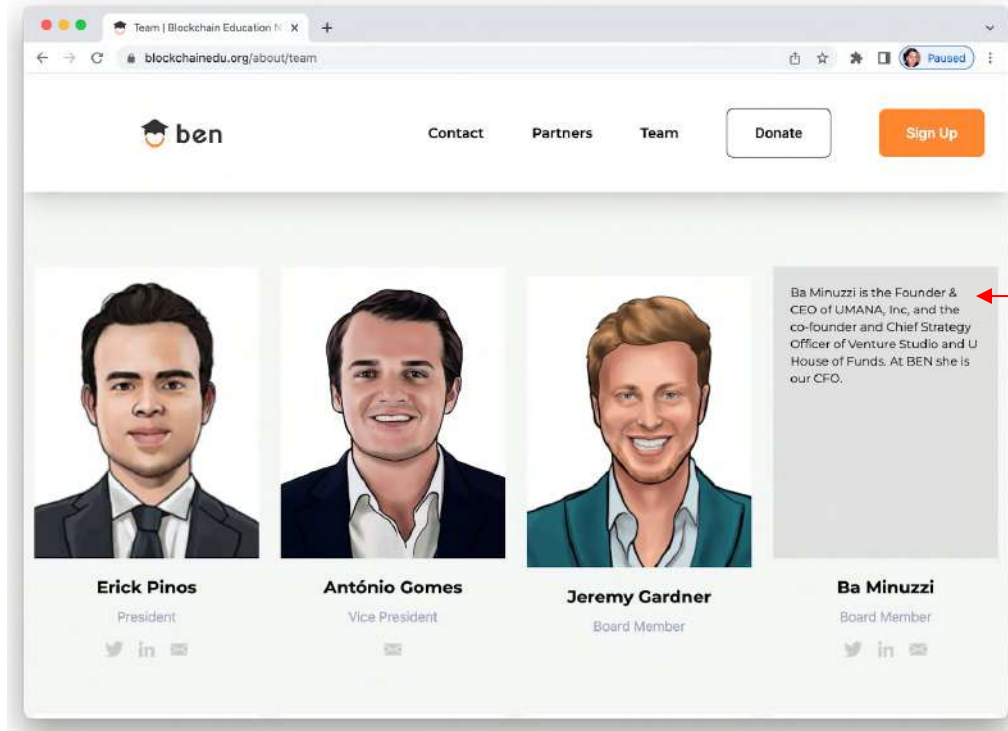
“I’m pleased to announce I’ve donated \$400k to @BlockChain ensuring that young people of all background are empowered to understand & implement blockchain technology for the betterment of humanity. This org was critical to my success and I hope I will inspire others to give.”



260. This announcement, made on the same day that MINUZZI misled PLAINTIFF, is not just a superficial coincidence—it reveals a glaring conflict of interest and exemplifies the self-dealing behavior pervasive within UMANA. The “charitable” donation touted by GARDNER is linked to a purported nonprofit organization that MINUZZI, as CFO, also oversees, with both MINUZZI and GARDNER serving as board members. The entire situation reeks of shady tax write-offs, as the nonprofit’s purported mission may serve as little more than a vehicle for self-enrichment, with little regard for transparency or accountability.

261. Screenshots included below from the “TEAM” page on Blockchain.edu’s official website further illuminate these conflicts. Listed on the page is MINUZZI as a “Board Member,” accompanied by a short bio that reads:

“Bá Minuzzi is the Founder & CEO of UMANA, Inc. and the co-founder and Chief Strategy Officer of UMANA Venture Studio and UMANA House of Funds. At BEN she is our CFO.”



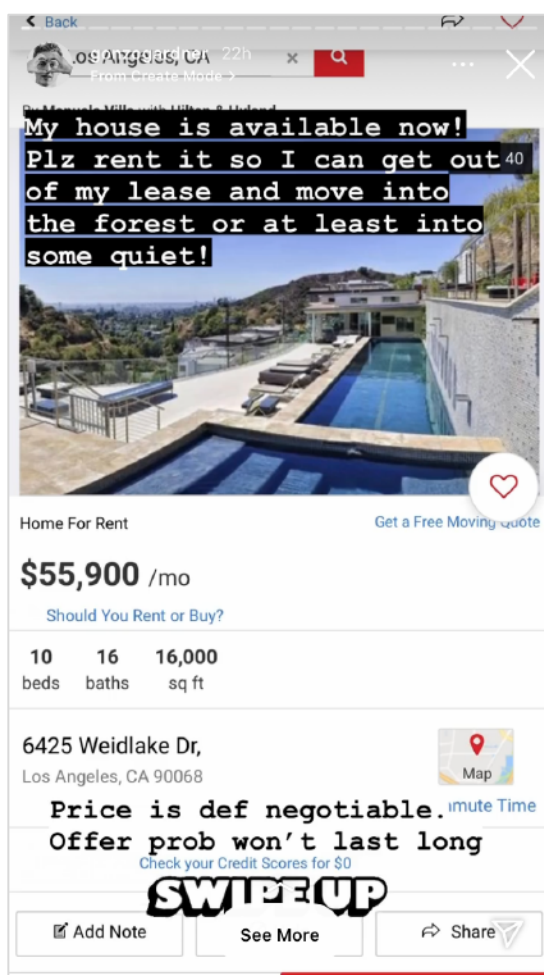
This description explicitly acknowledges MINUZZI's overlapping roles across multiple entities, including UMANA and Blockchain.edu (BEN). It is unfathomable how MINUZZI or GARDNER could adequately fulfill these substantial responsibilities while adhering to the necessary standards of transparency, accountability, and competence. The overlap raises critical questions about whether either is conducting these roles lawfully, ethically, or effectively.

262. This “multi-hat” strategy demonstrates how the DEFENDANTS conduct business



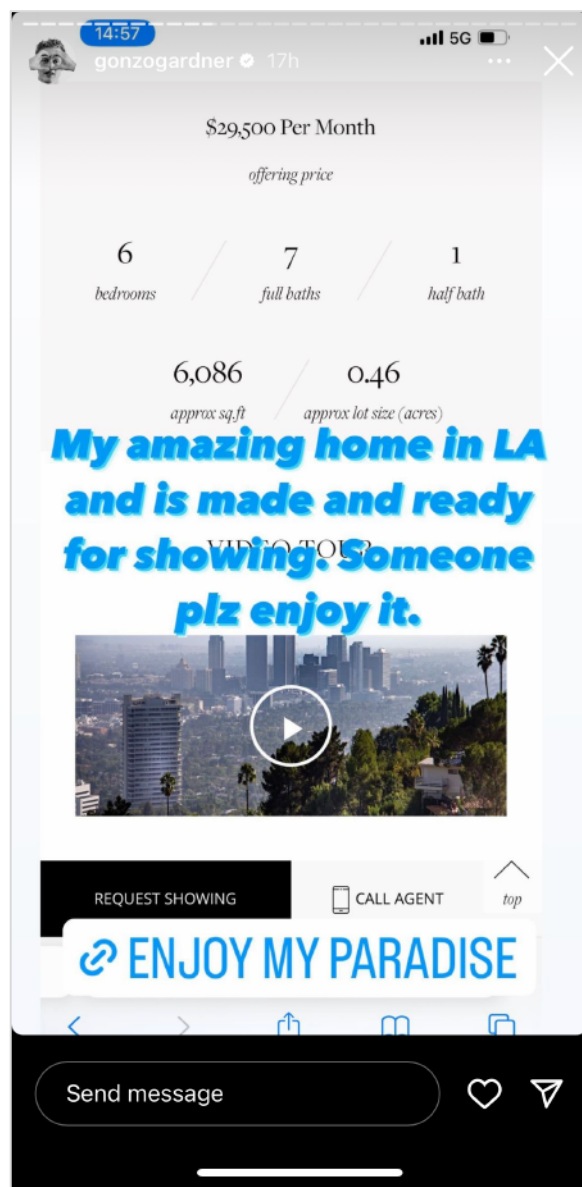
dealings—with no regard for ethical standards or professional competence. MINUZZI and her Co-Defendants simultaneously hold multiple titles, collecting salaries from each role, yet fail to perform any of them adequately. This is not efficient multitasking; it is a blatant display of opportunism, greed, and incompetence. Even more troubling, there appear to be no repercussions

for this conduct, allowing a system of corruption, manipulation, and deceit to thrive unchecked. These individuals continue to benefit financially at the expense of others, with no oversight to curtail their unethical actions. Their public display of “generosity” stands in stark contrast to their ongoing mistreatment of employees, highlighting the systemic issues at play: self-enrichment, financial mismanagement, and a blatant disregard for ethical or legal standards. During this period, both MINUZZI and GARDNER brazenly mismanaged corporate funds and engaged in wasteful spending while simultaneously denying their employees a livable wage.



GARDNER, for example, used company resources not to pay employees but to fund his unsustainable lifestyle, including renting a 10-bedroom, 16-bathroom, 16,000-square-foot Los Angeles mansion for \$55,900.00 per month (*see* screenshots). Simultaneously, GARDNER

1 rented another 6-bedroom, 7-bathroom, 6,000-square-foot Los Angeles house for \$29,500.00 per
2 month. These extravagant expenditures were prioritized over basic obligations like compensating



23 employees or paying taxes. Similarly, MINUZZI engaged in significant financial
24 mismanagement by funneling substantial corporate funds to herself under the guise of
25 “management fees.” In two months alone, wire transfers totaling \$421,373.36 were made to
26 MINUZZI’s personal accounts or to other UMANA subsidiaries under her direct control for
27 “management fees”, as follows:
28

03/09/2020: Wired to MINUZZI's personal account for "Management Fees."	\$50,000.00
03/20/2020: Wired to UMANA, Inc. for "Management Fees."	\$42,186.34
03/20/2020: Wired to MINUZZI from AUSUM, LLC for a "fee."	\$7,000.00
03/20/2020: Wired to BABEL Ventures from AUSUM, LLC	\$50,000.00
03/23/2020: Wired to BABEL Ventures from AUSUM, LLC	\$50,000.00
03/25/2020: Wired to BABEL Ventures from AUSUM, LLC	\$50,000.00
03/26/2020: Wired to BABEL Ventures from AUSUM, LLC	\$50,000.00
03/27/2020: Wired to BABEL Ventures from AUSUM, LLC	\$50,000.00
05/14/2020: Wired to UMANA, Inc. for "Management Fees."	\$42,186.34
05/27/2020: Wired from MadeMan, Inc. to MINUZZI for "fees."	\$30,000.00

Total = \$421,372.68

2020 Bank Statements [MARCH].pdf Page 2 of 4 - Edited		
03/31	Card Purchase	03/31 The Realreal, Inc 415-455-9600 CA Card 2780 399.84
Total ATM & Debit Card Withdrawals		\$565.09
ATM & DEBIT CARD SUMMARY		
Barbara Kunde Minuzzi Card 2780		
	Total ATM Withdrawals & Debits	\$0.00
	Total Card Purchases	\$565.09
	Total Card Deposits & Credits	\$0.00
ATM & Debit Card Totals		
	Total ATM Withdrawals & Debits	\$0.00
	Total Card Purchases	\$565.09
	Total Card Deposits & Credits	\$0.00
ELECTRONIC WITHDRAWALS		
DATE	DESCRIPTION	AMOUNT
03/09	03/09 Online Domestic Wire Transfer Via: F121000358/121000358 A/C: Barbara Kunde Minuzzi San Francisco CA 94123 US Ref: Ausum/Gp Fees/Bnl/Management Fee 2019 (Part 1 Q4)/Time/05:41 Imad: 0309B1Qgc04C002059 Trn: 4293300069Es	\$50,000.00
03/20	03/20 Online Domestic Wire Transfer Via: F121000358/121000358 A/C: Barbara Kunde Minuzzi San Francisco CA 94123 US Ref: 2019 Dividends To Ba/Bnl/2019 Dividends To Ba/Time/05:24 Imad: 0320B1Qgc02C001866 Trn: 3454520080Es	7,000.00
03/20	03/20 Online Domestic Wire Transfer A/C: Umana, Inc. San Francisco CA 94123-1801 US Ref: Ausum CO-Gp Q1 2020/Bnl/CO-Gp Umana Q1 2020 Trn: 3428220080Es	42,186.34
03/23	03/23 Online Domestic Wire Transfer A/C: Babel Ventures, LLC San Francisco CA 94123-1801 US Ref: Sending Wrong Wire Back (1 of 6)/Bnl/Wrong Wire - Sending It Back (1 of 6) Trn: 3093320083Es	50,000.00
03/25	03/25 Online Domestic Wire Transfer A/C: Babel Ventures, LLC San Francisco CA 94123-1801 US Ref: Sending Wrong Wire Back 2 of 6/Bnl/Sending Wrong Wire Back (2 of 6) Trn: 3304720085Es	50,000.00
03/26	03/26 Online Domestic Wire Transfer A/C: Babel Ventures, LLC San Francisco CA 94123-1801 US Ref: Sending Wrong Wire Back (3 of 6)/Bnl/Sending Wrong Wire Back (3 of 6) Trn: 3098620086Es	50,000.00
03/27	03/27 Online Domestic Wire Transfer A/C: Babel Ventures, LLC San Francisco CA 94123-1801 US Ref: Sending Wrong Wire Back (4 of 6)/Bnl/Sending Wrong Wire Back (4 of 6) Trn: 3327920087Es	50,000.00
Total Electronic Withdrawals		\$299,186.34
DAILY ENDING BALANCE		
DATE	AMOUNT	
03/03	\$858,249.61	
03/09	808,249.61	
03/16	808,209.62	

MINUZZI also used corporate funds to pay for her \$40,000.00-per-month rental, and regularly using corporate accounts to pay for luxury items from TheRealReal.com, a luxury online consignment store (*see* screenshot below) further demonstrating her reckless misuse of resources.

DATE	DESCRIPTION	AMOUNT
01/03	Recurring Card Purchase 01/02 Wix.Com*574904041 800-6000949 NY Card 2780	\$168.00
01/06	Recurring Card Purchase 01/04 Lzc* Registered Agent 866-6980052 CA Card 2780	299.00
01/06	Recurring Card Purchase 01/04 Lzc* Registered Agent 866-6980052 CA Card 2780	299.00
01/07	Card Purchase 01/06 Instacart Httpsinstacar CA Card 2780	126.95
01/13	Card Purchase 01/12 The Realreal, Inc 415-455-9600 CA Card 2780	\$4,463.17 TheRealReal.com 4,463.17
01/14	Card Purchase 01/13 Coa*Http //Www.Cheap Cheapoair.Com NY Card 2780	842.50
01/14	Card Purchase 01/14 Coa*Cheapoair.Com Ai Cheapoair.Com NY Card 2780	14.95
01/15	Card Purchase 01/13 Lan Airlines04545774930 New York NY Card 2780	12.00
01/15	Card Purchase 01/14 Sophia Webster London Card 2780	98.00
01/15	Card Purchase 01/14 European Wax Center San Francisco CA Card 2780	162.00
01/21	Card Purchase 01/19 Instacart Httpsinstacar CA Card 2780	158.91
01/21	Card Purchase 01/21 Amzn Mktp US*9A8195J Amzn.Com/Bill WA Card 2780	552.97
01/21	Card Purchase 01/21 Amazon.Com*Br7Ff0OH3 Amzn.Com/Bill WA Card 2780	18.04
01/21	Card Purchase 01/21 The Realreal, Inc 415-455-9600 CA Card 2780	\$783.67 TheRealReal.com 783.67
01/24	Recurring Card Purchase 01/23 Equinox Moto #723 866-332-6549 CA Card 2780	245.00
01/27	Card Purchase 01/26 The Realreal, Inc 415-455-9600 CA Card 2780	\$198.00 TheRealReal.com 198.03
01/27	Card Purchase 01/26 Instacart Httpsinstacar CA Card 2780	130.14
01/27	Recurring Card Purchase 01/24 Google*Google Storage Internet CA Card 2780	2.99
01/28	Card Purchase 01/28 Amazon.Com*Rv3Hy9Ce3 Amzn.Com/Bill WA Card 2780	29.13

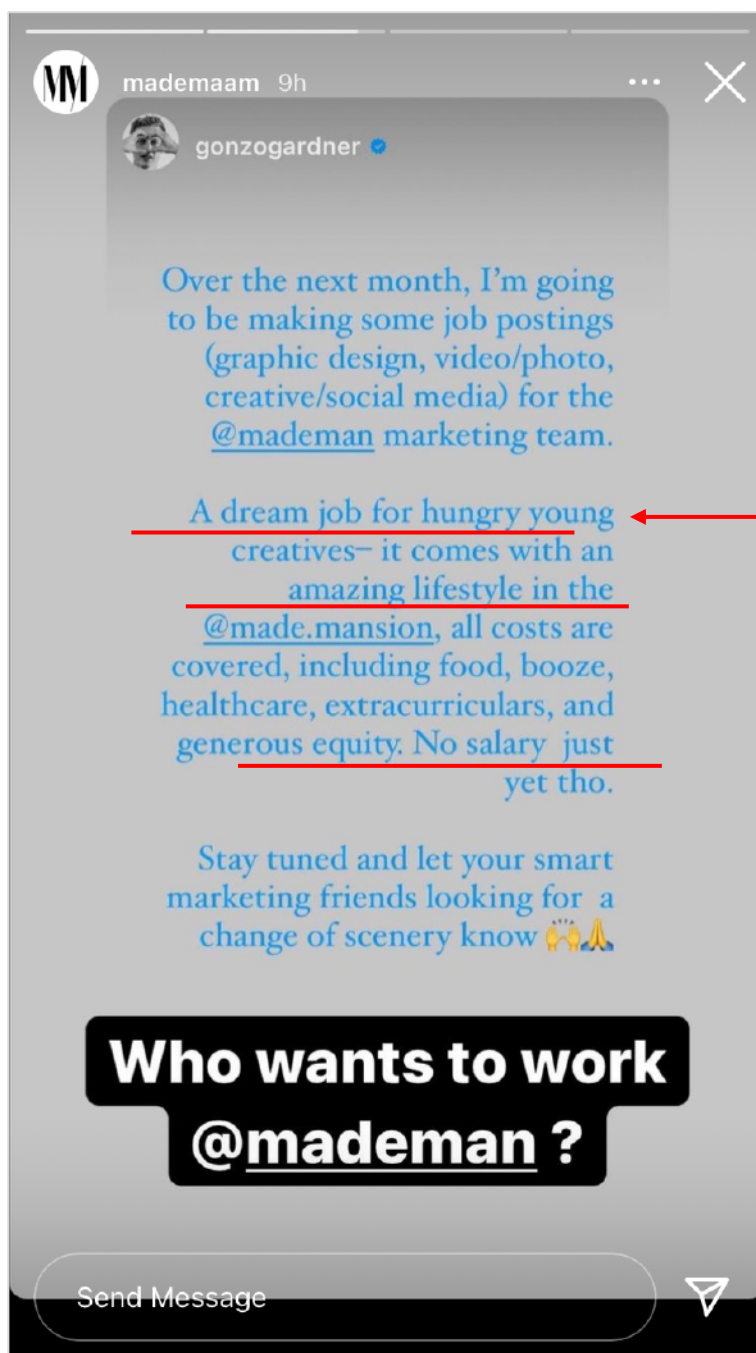
01/13/2020: The Realreal, Inc.	\$4,463.17
01/21/2020: The Realreal, Inc.	\$783.67
01/27/2020: The Realreal, Inc.	\$198.03

Total = \$5,444.87

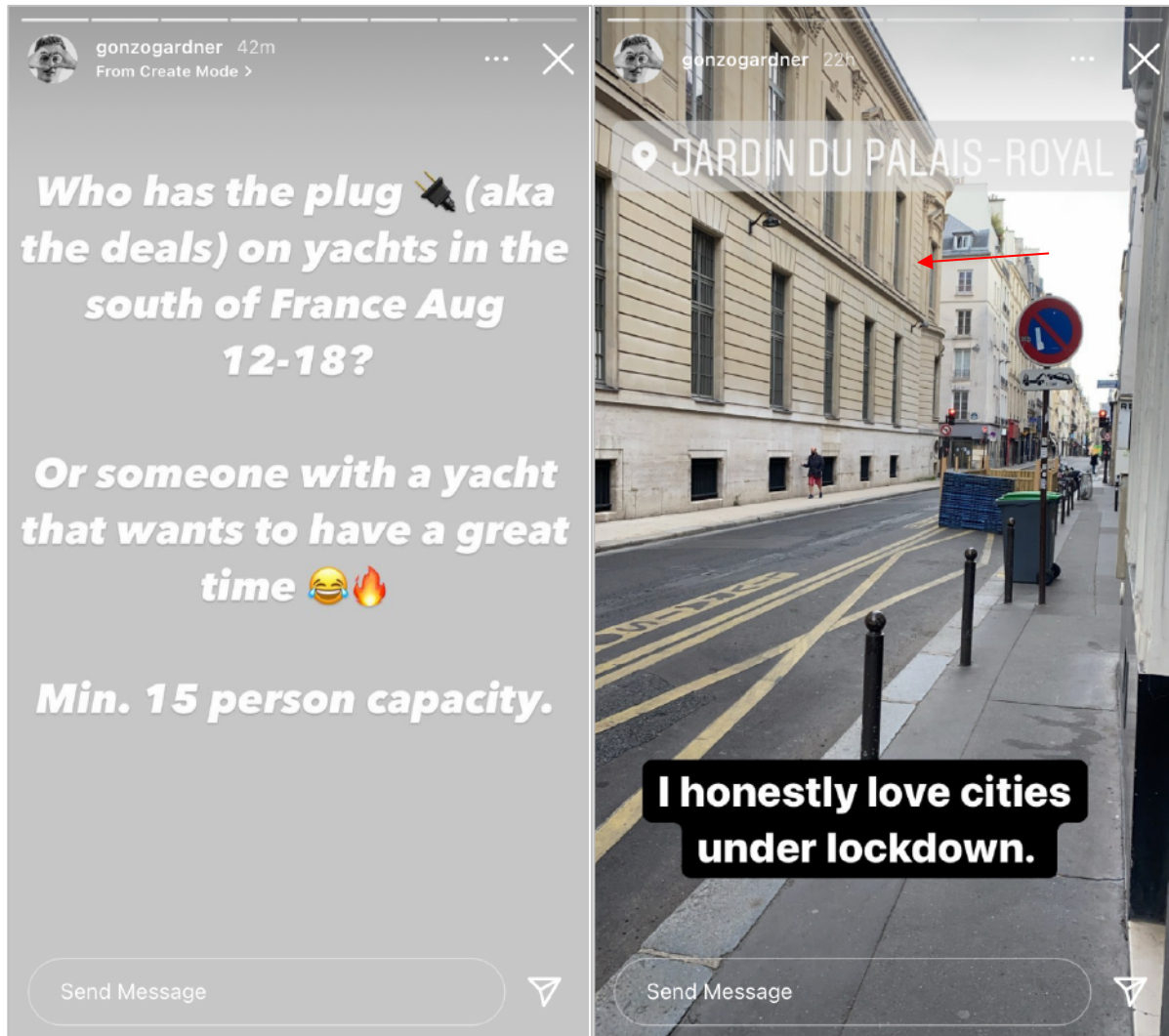
Meanwhile, employees remained unpaid, and essential company operations were neglected. These exorbitant and unchecked expenditures not only reflect greed and incompetence but also raise serious concerns about the legality of their actions. How can such blatant exploitation of corporate funds for personal luxuries persist without any consequences? This highlights a systemic failure of oversight and accountability, with devastating impacts on the company, its workforce, and our society at large. Even more alarming, during the same time, GARDNER and MADEMAN advertised jobs described as a “**dream opportunity for hungry young creatives,**”

1 which promised an “**amazing lifestyle**” in the @Made.Mansion. The position offered perks such
2 as housing, food, alcohol, and equity—but notably no salary (*see* screenshot below).

3 “A Dream job for hungry young creatives—it comes with an amazing lifestyle in the
4 @Made.Mansion, all costs are covered, including food, booze healthcare,
5 extracurriculars, and generous equity... No salary just yet tho.”



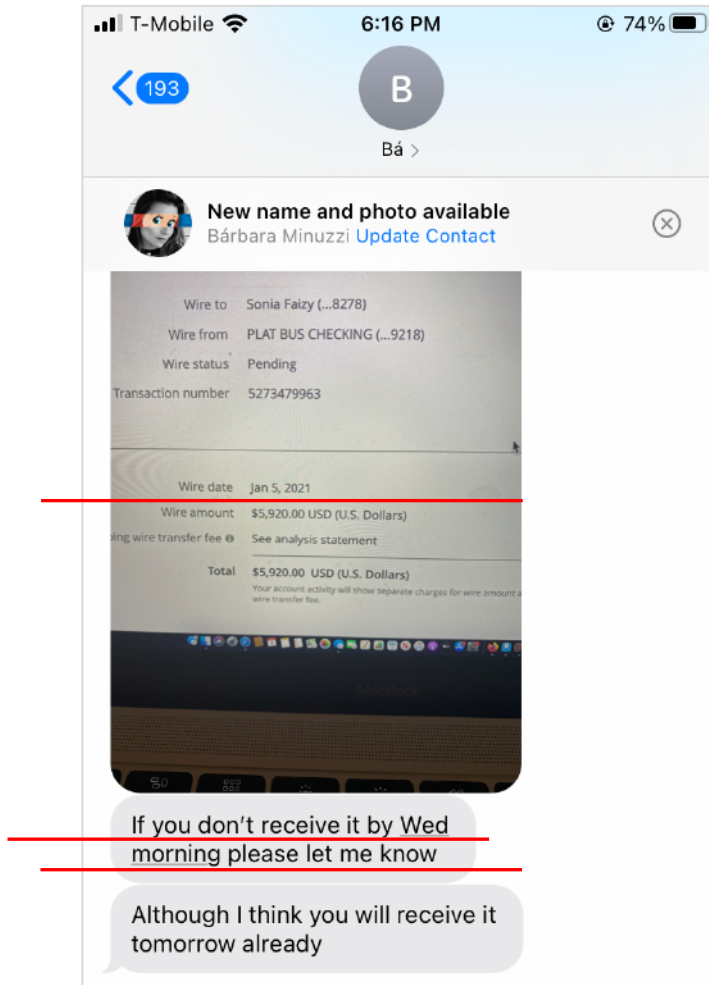
1 This exploitation of aspiring professionals under the guise of a “dream job” raises serious ethical
2 and legal questions. How is it permissible to divert corporate funds to finance luxury living while
3 failing to pay employees and simultaneously exploiting young creatives with promises of
4 lifestyle benefits in place of an actual wage? This unchecked misconduct not only harms
5 individuals but also undermines trust in business practices as a whole. During the same time



25 MADEMAN was engaging in willful wage theft, its CEO was using corporate funds to travel to
26 the south of France and rent private “yachts [for those who] want to have a great time.” (see
27 screenshots).
28

2. Bad-Faith Settlement Attempt #3 – January 4, 2021 (Second \$5,920.00 Fake Wire)

264. After the first \$5,920.00 wire transfer from December 31, 2020, never materialized, MINUZZI continued her strategy of feigning good intentions while concealing her true malice. She sent PLAINTIFF another fake wire transfer confirmation on January 4, 2021, claiming, **“If you don’t receive it by Wednesday, please let me know. Although I think you**



will receive it tomorrow already.” PLAINTIFF waited another two days, but when Wednesday came, no wire transfer had been received. Frustrated, she reached out to MINUZZI to inform her that the funds still had not arrived. In response, MINUZZI suggested that PLAINTIFF come by the UMANA HQ, where she promised to cut a check for the outstanding amount. Once again, this gesture seemed to signal a willingness to resolve the issue, but it would soon prove to be

1 another calculated layer in MINUZZI's pattern of deceit.

2 265. This pattern of behavior reflects a calculated effort to exploit PLAINTIFF's trust
3 and patience. MINUZZI's actions were neither negligent nor accidental; they were deliberately
4 designed to mislead and frustrate. Through fake assurances, fraudulent documentation, and false
5 promises of resolution, MINUZZI intentionally prolonged PLAINTIFF's emotional and financial
6 distress.
7

8 266. MINUZZI's deceitful conduct has not only caused direct harm to PLAINTIFF but
9 has also resulted in significant opportunity costs. The time consumed by addressing these issues
10 has diverted PLAINTIFF's focus from her other ventures, delaying growth opportunities,
11 partnerships, and the overall success of her initiatives.
12

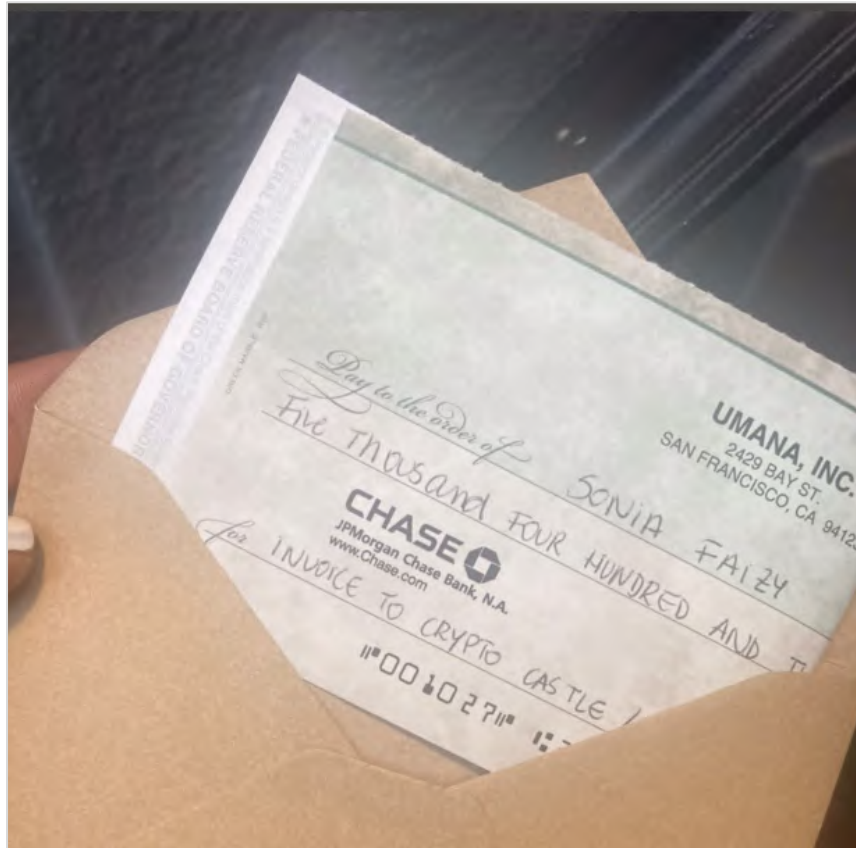
13 267. As the founder and executive director of the Legal Institute for Athletic
14 Advancement, a legal nonprofit at the forefront of advocating for restorative legislative and legal
15 reforms in college and professional sports, PLAINTIFF's time is an invaluable resource. Each
16 instance in which she has been forced to respond to MINUZZI's evasive tactics has detracted
17 from her ability to advance the organization's mission of driving systemic change in the sports
18 industry—particularly during one of the most pivotal periods in the National Collegiate Athletic
19 Association's ("NCAA") century-long existence.
20

21 268. This deliberate interference compounds the financial and emotional toll,
22 amplifying the long-term harm to PLAINTIFF's professional trajectory and the communities her
23 work is meant to serve.
24

25 **3. Bad-Faith Settlement Attempt #4 – January 6, 2021 (\$5,420.00 NSF Check)**

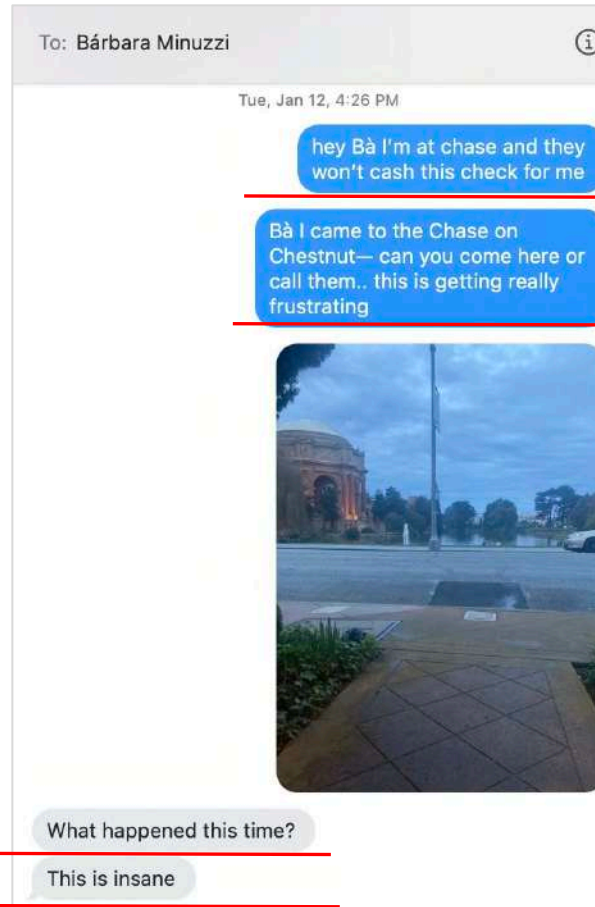
26 269. Continuing her pattern of feigned ignorance, on January 6, 2021, MINUZZI
27 issued PLAINTIFF a \$5,420.00 check as partial payment for wages owed. Anxious to access the
28

1 funds, PLAINTIFF spent the next week visiting multiple banks in an attempt to cash the check.



16 270. However, when she attempted to cash the check at Chase Bank—the issuing bank
17 for UMANA’s check—the bank refused to honor it without providing an explanation. This
18 incident added yet another layer of uncertainty and distress, emblematic of MINUZZI’s ongoing
19 bad-faith behavior and manipulation.
20

21 271. On January 12, 2021, at 4:26 PM, PLAINTIFF sent MINUZZI a text message
22 stating, “**Hey Bá I’m at Chase and they won’t cash this check for me.**” When MINUZZI
23 failed to respond, PLAINTIFF followed up shortly after, texting, “**Bá I came to the Chase on**
24 **Chestnut—can you come here or call them... this is getting really frustrating?**”
25
26
27
28



Finally responding, MINUZZI feigned ignorance, texting, “**What happened this time? This is insane**” These messages underscore the outrageousness of MINUZZI’s conduct. By issuing a bad check and then pretending to be unaware of the issue, MINUZZI not only exacerbated PLAINTIFF’s financial hardship but also engaged in a calculated attempt to deflect accountability. This repeated pattern of issuing invalid payments while feigning confusion reflects a deeply manipulative strategy aimed at frustrating PLAINTIFF and undermining her attempts to secure the compensation owed to her. It highlights the deliberate nature of MINUZZI’s actions, designed to exert control and create chaos under the guise of confusion.

4. Bad-Faith Settlement Attempt #5 – January 12, 2021 (\$2,000.00 NSF Checks)

272. Feigning ignorance yet again, MINUZZI proceeded to issue PLAINTIFF two additional \$2,000.00 checks, suggesting that the size of the original check might have been the

problem. However, Chase Bank refused to cash these checks as well. Frustrated but still



determined to resolve the issue and assuming the problem lay with her own banking institution, PLAINTIFF took additional steps by opening a new bank account at Capital One to facilitate the transactions. On January 22, 2021, PLAINTIFF was finally able to deposit the \$2,000.00 checks



via Capital One's mobile platform. Initially, the checks were accepted, offering a brief glimmer of hope. However, on January 26, 2021, they were soon returned, and PLAINTIFF was left in the dark.

273. Finally, on February 19, 2021, PLAINTIFF received a letter from Capital One confirming the reason for the returned checks as “NSF” (non-sufficient funds), definitively

Capital One Bank P.O. Box 85504
Richmond, VA 23285-5504
Date: January 26, 2021 Advice COPY D-100789
Acct: 360/36121053003 Sub: 0
Cash Item: /

THE FOLLOWING IS A LIST OF CHECK(S)
DEPOSITED BY YOU THAT HAVE BEEN RETURNED
UNPAID.

Reason	Seq #	Item Amount
<u>NSF 1st</u>	33000219	\$2,000.00

Sonia Faizy
350 Turk St
1601
San Francisco, CA 94102-3747

1 Item(s) Charged Back Totaling \$2,000.00
Advice Total: \$2,000.00

For your records, here's a copy of the check that was recently returned. You can stop by a local branch or call us at 1-888-464-7868 to request a substitute check.

Sequence Number: 33000219

UMANA, INC.
1029

01/12/2021

Two THOUSAND

CHASE

for money more past 3

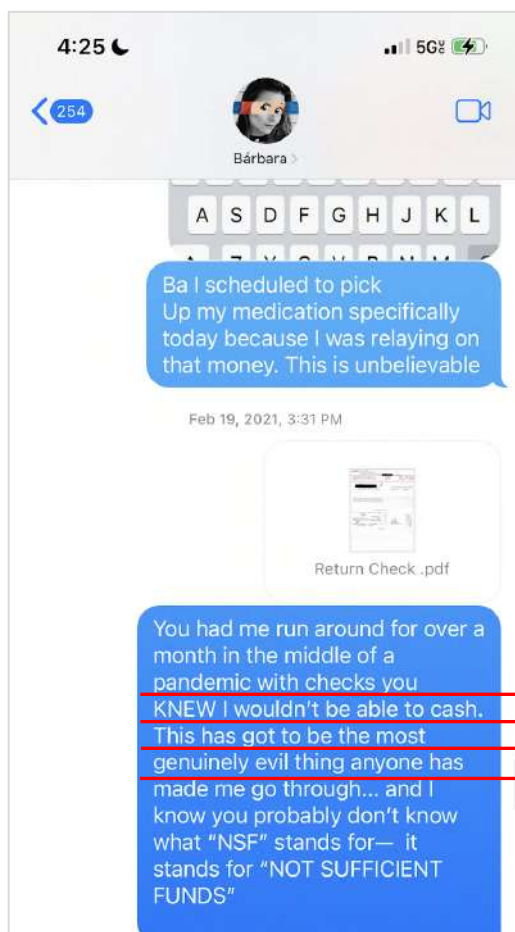
Non-Negotiable

CAPITAL ONE, N.A.
007248954 0122001
RICHMOND, VA 23222
360 RDC Deposit 3621053005

confirming that UMANA’S accounts lacked the funds necessary to cover the checks at the time they were issued. This revelation exposed that MINUZZI had been knowingly and willfully issuing bad checks while maintaining a pretense of ignorance. The deliberate nature of this wage theft not only inflicted significant financial harm on PLAINTIFF but also compounded her distress during an already precarious time, all while feigning ignorance and incompetence.

1 It was at this moment that PLAINTIFF realized she could no longer navigate the situation on her
2 own and would need the support of government or enforcement agencies to address MINUZZI's
3 deceitful conduct. In response to receiving the letter, PLAINTIFF confronted MINUZZI directly,
4 expressing her frustration and labeling the act as an egregious abuse of trust and good faith. On
5 February 19, 2021 at 3:31PM she sent MINUZZI a copy of the bank letter and wrote:
6

7 **"You had me run around for over a month in the middle of a pandemic with checks**
8 **you KNEW I wouldn't be able to cash. This has got to be the most genuinely evil**
9 **thing anyone has made me go through... and I know you probably don't know what**
10 **'NSF' stands for, it stands for 'NON SUFFICIENT FUNDS.'"**



21 At this point, the full scope of MINUZZI's malicious intent became clear. By knowingly issuing
22 checks from accounts with insufficient funds, MINUZZI not only prolonged PLAINTIFF's
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1 financial difficulties but also caused significant emotional and logistical harm during an already
2 challenging time.

3 **274. Outrageous Nature of Conduct:** MINUZZI's behavior was deliberately
4 designed to humiliate, frustrate, and manipulate PLAINTIFF, demonstrating a blatant disregard
5 for morality and accountability. Issuing bad checks while claiming innocence, fabricating wire
6 confirmations, and interfering with her employment prospects are outrageous acts, far beyond the
7 bounds of acceptable conduct. These tactics inflicted severe emotional and financial harm,
8 prolonging PLAINTIFF's distress for months. MINUZZI executed these actions intentionally to
9 harm PLAINTIFF serving no legitimate purpose.
10

11 **275. Need for Punitive Damages:** MINUZZI's conduct demonstrates a pattern of
12 intentional malice, deceit, and a complete absence of remorse, warranting substantial punitive
13 damages. Her actions were not only fraudulent but also oppressive, leveraging power imbalances
14 to exploit and retaliate against PLAINTIFF. This sustained campaign of harassment justifies
15 exemplary penalties to deter similar misconduct and to hold her accountable for the harm caused.
16 MINUZZI's ongoing behavior, devoid of regret or accountability, reflects a deeper, systemic
17 intent to oppress, making her actions all the more deserving of punitive consequences.
18

19
20 **L. PLAINTIFF'S EFFORTS ESCALATING COMPLAINTS UP**
21 **THE CHAIN OF COMMAND**

22 **276.** Believing that the gravity of these actions would prompt a swift and private
23 resolution, PLAINTIFF escalated her complaints to UMANA's higher leadership. She
24 anticipated outrage and a sincere effort to resolve the matter swiftly, particularly given the
25 reputational risks involved for individuals with such high-profile public careers. Instead,
26 PLAINTIFF was met with further malice.
27

28 **277.** On February 21, 2021, PLAINTIFF sent DEFENDANT ADRIAN GRENIER a

1 settlement offer seeking only the unpaid wages for work she had already completed, totaling
2 \$291,146.96. Despite her clear and reasonable proposal, DEFENDANT ADRIAN GRENIER
3 ignored her entirely, showing no intention of resolving the issue. GRENIER'S response, or lack
4 thereof, was emblematic of his disregard for PLAINTIFF's rights and contributions: he entirely
5 ignored her settlement offer, showing no willingness to rectify the harm caused. This apathy is
6 particularly glaring given GRENIER'S status as a public advocate for social responsibility and
7 sustainability, as well as his NET WORTH, estimated at over \$20 million.

9 278. DEFENDANT ADRIAN GRENIER, best known as an actor and environmental
10 advocate, plays a central role in the wrongful and retaliatory treatment endured by PLAINTIFF
11 during and after her tenure at UMANA. Despite publicly portraying himself as a humanitarian
12 committed to positive impact, GRENIER'S actions in this case expose a contradictory reality.

14 279. GRENIER directly benefited from PLAINTIFF's extensive professional
15 contributions, including her critical role in launching his venture capital fund, DuContra
16 Ventures. PLAINTIFF's involvement including drafting his formation documents and his
17 standard term sheets used for startup investments, DuContra's Limited Partnership Agreement
18 (LPA) (see EXHIBIT c), as well as her direct involvement in negotiation and closing advisory
19 deals with the startups. These contributions laid the foundation for GRENIER'S entrepreneurial
20 endeavors, all while PLAINTIFF faced exploitative treatment and, ultimately, unpaid wages
21 totaling \$291,146.96.
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1 **1. Failure to Investigate MINUZZI's Unlawful Discrimination, Harassment, and**
2 **Retaliation**

3 280. GRENIER'S actions—or deliberate inaction—underscore his culpability in
4 perpetuating PLAINTIFF's suffering. His willful ignorance and refusal to acknowledge or
5 address her grievances align with the broader pattern of malice, indifference, and exploitation
6 exhibited by UMANA's leadership. While publicly championing values like equity and justice,
7 GRENIER's private behavior reveals a troubling hypocrisy that not only exacerbated
8 PLAINTIFF's financial hardship but also denied her the dignity and respect owed for her labor.

9 281. Through his calculated silence and failure to intervene, GRENIER'S conduct
10 mirrors the broader institutional betrayal within UMANA. His indifference reflects willful
11 complicity in the exploitation of PLAINTIFF, contradicting his publicly espoused values and
12 casting doubt on the authenticity of his humanitarian image.

13 **2. Defendants' Attempts to Silence Plaintiff Through Intimidation and Threats**

14 282. In her continued effort to escalate her complaints up the chain of command before
15 filing suit, on July 21, 2021, PLAINTIFF submitted a detailed invoice to DEFENDANT
16 JEREMY GARDNER for over eight months of uncompensated legal work performed in good
17 faith. Despite PLAINTIFF's proper and professional demand for payment, DEFENDANT
18 GARDNER responded with a vicious, unhinged email that exemplifies his pattern of outrageous
19 and despicable behavior. Rather than addressing his long-overdue obligation, GARDNER
20 launched a baseless and defamatory tirade designed to silence and intimidate PLAINTIFF (*see*
21 screenshot below). In his email, GARDNER falsely accused PLAINTIFF of “**blackmail**” and
22 threatened to destroy her career, promising to leverage his resources to ensure PLAINTIFF was
23 “**permanently disbarred.**” He belittled PLAINTIFF's legal expertise with sexist and degrading
24 language, mocking her letter as something “**written by a grade schooler**” and vowing to leave
25
26
27
28

her in a “spiraling hole of debt.”

On Wed, Jul 21, 2021 at 9:03 PM Jeremy Gardner <jlgardner413@gmail.com> wrote:

Sonia,

You’re pulling a Michael Avenatti and you’re going to get disbarred if you even consider proceeding with blatant attempt at extortion.

You’re trying to blackmail with a bunch totally arbitrary, unrelated, and fallacious claims.

You may have mocked my education in your farcical joke of a lawsuit (if you can even call it that? Extortion letter seems more appropriate) but trust me, you’re the one whose education will have been a waste when you’ll never be allowed to serve as an attorney again.

Try pulling that shit again and you’ll sincerely regret it. Not only will I engage the very best lawyers to ensure that you are permanently disbarred, I will ensure that when you lose this case (which you inevitably will— your letter looks like it was written by a grade schooler without the slightest understanding of how the law works) that you will be forced to pay for all of my attorneys fees. Hell, I may even have them recoup the money I gave you the first time you did this unethical circus routine.

I really don’t want to destroy your career (as unqualified as you clearly are to be a lawyer) and put you in a deep, spiraling hole of debt. However, threaten me again or continue with this blackmail, and I will use the full extent of my resources to ensure you wish you never met me.

I don’t expect you to understand the gravity of the offense I feel at your letter, but I hope you can understand that I’m not fucking around.

Tread carefully.

282. This abusive response is not an isolated incident but part of an escalating pattern of harassment that began during PLAINTIFF’s employment with DEFENDANTS. This offensive behavior, combined with his previous harassment, defamation, and blatant discrimination based on PLAINTIFF’s race and gender, illustrates GARDNER’s flagrant disregard for basic decency and professional norms.

283. The abusive email on July 21, 2021, pushed PLAINTIFF past the breaking point. Although PLAINTIFF remained calm and professional, writing, “**I have the utmost faith and trust in our judicial system, Jeremy.**”

284. Despite her composure, the stress caused by DEFENDANT GARDNER’s malicious threats and demeaning conduct triggered a severe physical reaction, resulting in a full-

body rash that developed the very next day, on July 22, 2021. The rash was so extreme that it required medical attention and is documented in photographs (*see* Exhibit e).

a. Extreme and Outrageous Conduct

285. The repeated instances of harassment, threats, and acts of intimidation—including the black silk robe and white bikini, the refusal to pay for services rendered, and the baseless threats to destroy PLAINTIFF’s career—are extreme and outrageous by any standard. GARDNER’s deliberate actions were intended to humiliate and coerce PLAINTIFF, weaponizing his position of power to cause maximum emotional harm.

b. Malicious Intent or Reckless Disregard

286. DEFENDANT GARDNER’s actions demonstrate clear intent to harm PLAINTIFF emotionally and professionally. His email on July 21, 2021, was not only reckless but calculated, designed to threaten and intimidate PLAINTIFF after she rightfully demanded payment. Similarly, the symbolic sending of a silk robe and G-string bikini instead of a professional offer letter reflects an intentional attempt to degrade and demean PLAINTIFF.

c. Severe Emotional Distress

287. PLAINTIFF suffered severe emotional distress, as evidenced by the development of a stress-induced full-body rash, which caused physical pain and humiliation. The emotional toll of being threatened with disbarment and financial ruin, compounded by years of harassment, discrimination, and defamation, has left PLAINTIFF traumatized and physically ill.

d. Causal Connection

288. The direct link between DEFENDANT GARDNER’s abusive conduct and PLAINTIFF’s distress is undeniable. The stress-induced rash appeared immediately after receiving DEFENDANT GARDNER’s threatening email, providing clear evidence of the causal

relationship between his conduct and her emotional and physical suffering.

289. DEFENDANT GARDNER's conduct, in concert with the acts of the other DEFENDANTS, goes far beyond the bounds of decency, illustrating a malicious intent to harm PLAINTIFF both emotionally and professionally.



**M. DEFENDANTS' ABUSE OF PROCESS MEANT TO FRUSTRATE THE PURPOSE
OF PLAINTIFF SEEKING REDRESS**

1. Wage & Hour Claim (State Case No. WC-CM-856587)

290. PLAINTIFF subsequently filed a Wage & Hour claim with the Labor Commissioner, which was accepted for a TOTAL OF \$291,146.96 unpaid wages and currently

CLAIM	Amount Earned or Accrued	Less Amount Paid	Balance Due
\$96,000.00 yearly, divided by 52 weeks = \$1,846.153846153846 weekly, divided by 5 workdays = \$369.2307692307692			
LATE PAYROLL: Penalty – Failure by an employer to pay the wages of each employee as provided in Sections 201.3, 204, 204(b), 204.1, 204.2, 204.11, 205.5 and 1197.5, entitles the employee to a penalty of one hundred dollars (\$100) for any initial violation. Two hundred dollars (\$200) for each subsequent violation, or any willful or intentional violation, plus 25 percent of the amount unlawfully withheld.	\$100.00	\$0.00	\$100.00
Plaintiff was not paid timely during the period from 04/01/2020 to 10/31/2020 and claims 1 at \$100 each for a total of \$100			
TOTAL CLAIMED			\$291,146.96

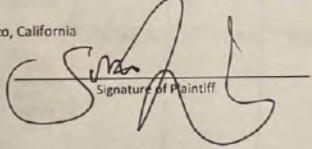
Interest pursuant to Labor Code Section(s) 98.1(c), 248.5(f), 1194.2 and/or 2802(b).

A document detailing the amount due may be attached. Amount due as set forth herein may be approximate and subject to modification based on evidence presented at hearing.

PLAINTIFF CERTIFIES THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF HER KNOWLEDGE AND BELIEF.

Executed at: San Francisco, County of San Francisco, California

Dated: 01/00/2022
Date of Signature


Signature of Plaintiff

WCA 55 (Rev. 08/19) Complaint Page 3 of 3 WC-CM-856587

pending a Berman Hearing date since 2021 (*see* EXHIBIT f). To date, the hearing has not been scheduled, reflecting undue delays that have exacerbated PLAINTIFF's financial and emotional hardship.

Wage Claim Search

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Action	Defendant Name	Party Type	Case Number	NAICS Code	NAICS Industry	Date Filed	Assigned Deputy	DIR Office	Case Status
View Info	UMANA, Inc., a forfeited Delaware corporation	Defendant	WC-CM-856587	523940	Portfolio Management and Investment Advice	12/08/2021	Chike Ufombah	San Francisco WCA	Hearing Approved
View Info	DuContra Ventures LP, a Delaware limited partnership dba DuContra Ventures LLC	Defendant	WC-CM-856587	523940	Portfolio Management and Investment Advice	12/08/2021	Chike Ufombah	San Francisco WCA	Hearing Approved
View Info	Barbara Minuzzi, an individual, a.k.a. Ba Minuzzi	Defendant	WC-CM-856587	523940	Portfolio Management and Investment Advice	12/08/2021	Chike Ufombah	San Francisco WCA	Hearing Approved
View Info	Adrian Grenier, an individual	Defendant	WC-CM-856587	523940	Portfolio Management and Investment Advice	12/08/2021	Chike Ufombah	San Francisco WCA	Hearing Approved
View Info	Barbara Minuzzi, an individual, a.k.a. Ba Minuzzi	Defendant	WC-CM-856587	523940	Portfolio Management and Investment Advice	12/08/2021	Chike Ufombah	San Francisco WCA	Hearing Approved

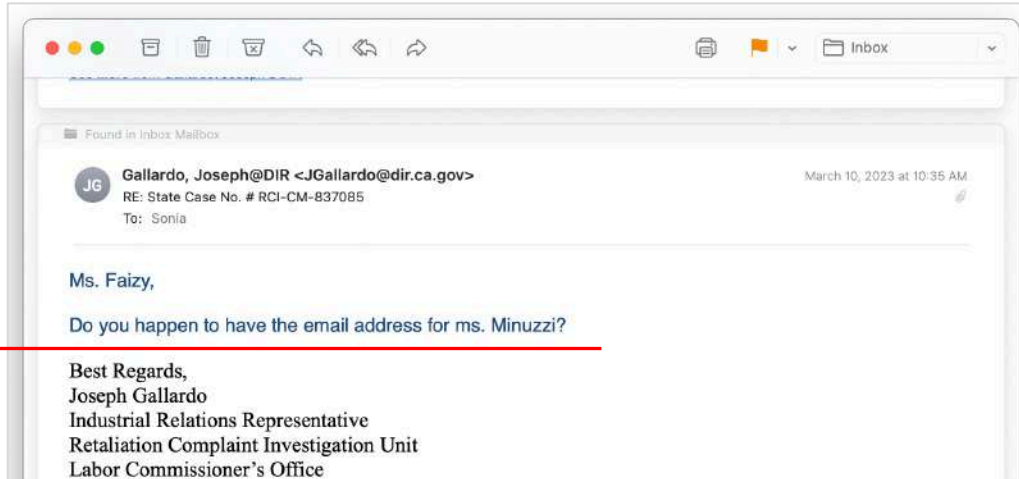
2. Retaliation Claim (State Case No. RCI-CM-837085)

291. Alongside the Wage & Hour claim, PLAINTIFF filed a retaliation claim with the Labor Commissioner’s Retaliation Complaint Investigation (RCI) Unit (State Case No. RCI-CM-837085) (*see* EXHIBIT g). This claim highlighted DEFENDANTS’ retaliatory conduct after PLAINTIFF raised complaints about pay disparity and labor violations.

292. On March 10, 2023, the RCI Unit’s Industrial Relations Representative, Joseph Gallardo, reached out to PLAINTIFF to request the contact information for DEFENDANTS’ representative. He stated:

“Ms. Faizy,

Do you happen to have the email address for Ms. Minuzzi?”

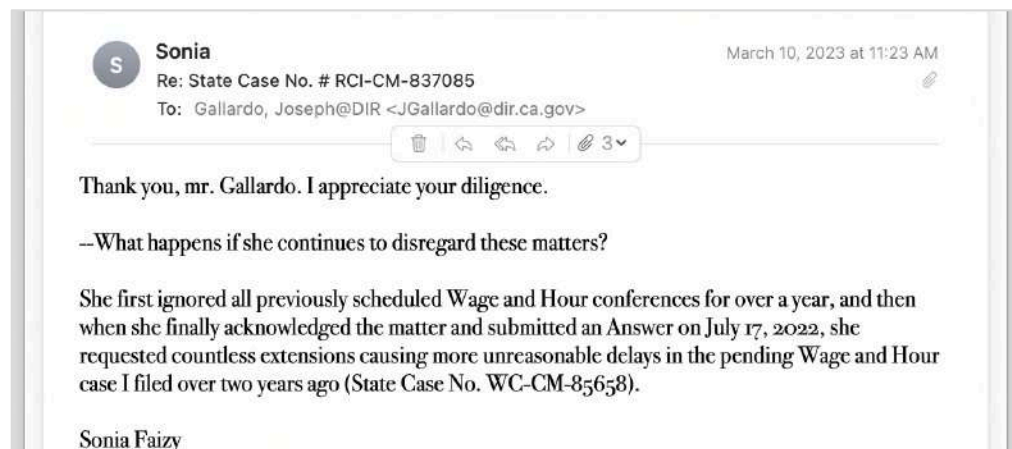


293. PLAINTIFF promptly responded, providing the requested information and expressing concerns about DEFENDANTS' continued refusal to participate in the process:

“Thank you, Mr. Gallardo. I appreciate your diligence.

What happens if she continues to disregard these matters?

She first ignored all previously scheduled Wage and Hour conferences for over a year, and then, when she finally acknowledged the matter and submitted an Answer on July 17, 2022, she requested countless extensions causing more unreasonable delays in the pending Wage and Hour case I filed over two years ago (State Case No. WC-CM-85658).”



294. Later that same day, Mr. Gallardo responded to reassure PLAINTIFF that continued evasion by DEFENDANTS would be addressed by escalating the matter:

“Absolutely,

1 If she continues to dodge our complaints and fails to respond, we will continue to
2 deliver our complaint to her. If, at which point, we exhaust all avenues, I may refer
3 to my supervisor and our legal team to take a swing at it.

4 At the end of the day, if the employer refuses to participate, we may have to move
5 forward without their input.”

6 **From:** Gallardo, Joseph@DIR <JGallardo@dir.ca.gov>
7 **Date:** Friday, March 10, 2023 at 11:26 AM
8 **To:** Sonia <sonia@faizyandco.com>
9 **Subject:** RE: State Case No. # RCI-CM-837085

10 Absolutely,

11 If she continues to dodge our complaints and fails to respond we will continue to
12 deliver our complaint to her. If at which point we exhaust all avenues, I may refer to
13 my supervisor and our legal team to take a swing at it.

14 At the end of the day, if the employer refuses to participate we may have to move
15 forward without their input.

16 Best Regards,
17 Joseph Gallardo
18 Industrial Relations Representative
19 Retaliation Complaint Investigation Unit
20 Labor Commissioner's Office
21 (415)792-3153
22 JGallardo@dir.ca.gov

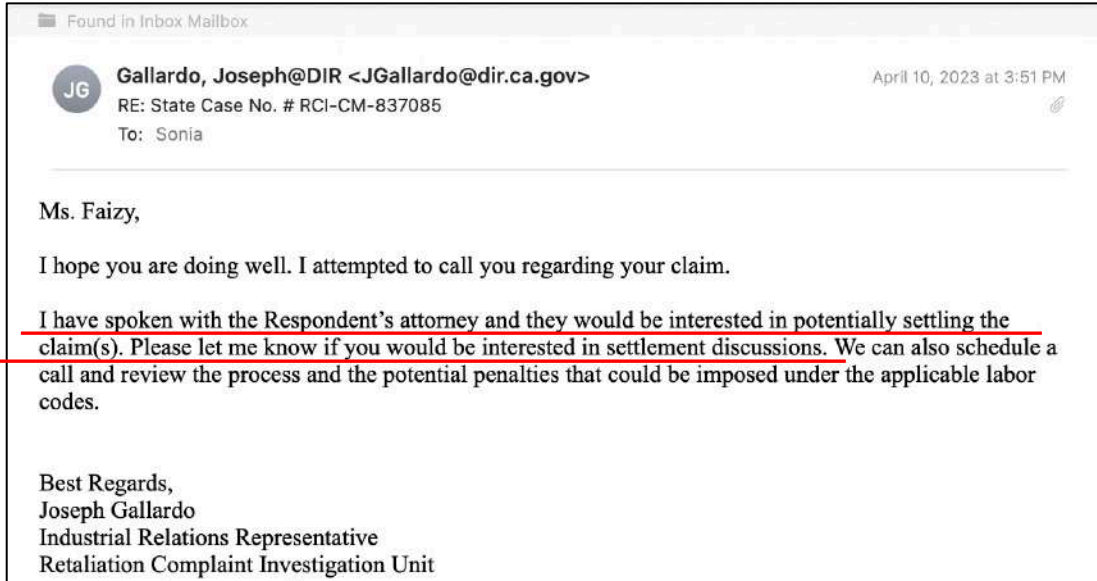
23 **a. Defendants Engaged in Disingenuous Settlement Negotiations to Delay**
24 **Resolution Rather Than for Legitimate Dispute Resolution**

25 295. On April 10, 2023, Mr. Gallardo informed PLAINTIFF that DEFENDANTS had
26 expressed interest in settling the retaliation claim:

27 “Ms. Faizy,

28 I hope you are doing well. I attempted to call you regarding your claim.

I have spoken with the Respondent's attorney, and they would be interested in
potentially settling the claim(s). Please let me know if you would be interested in
settlement discussions. We can also schedule a call and review the process and the
potential penalties that could be imposed under the applicable labor codes.”



11 296. Trusting this opportunity, PLAINTIFF began drafting a reasonable settlement offer.

12 However, before she could finalize her response, Mr. Gallardo followed up on April 26, 2023,

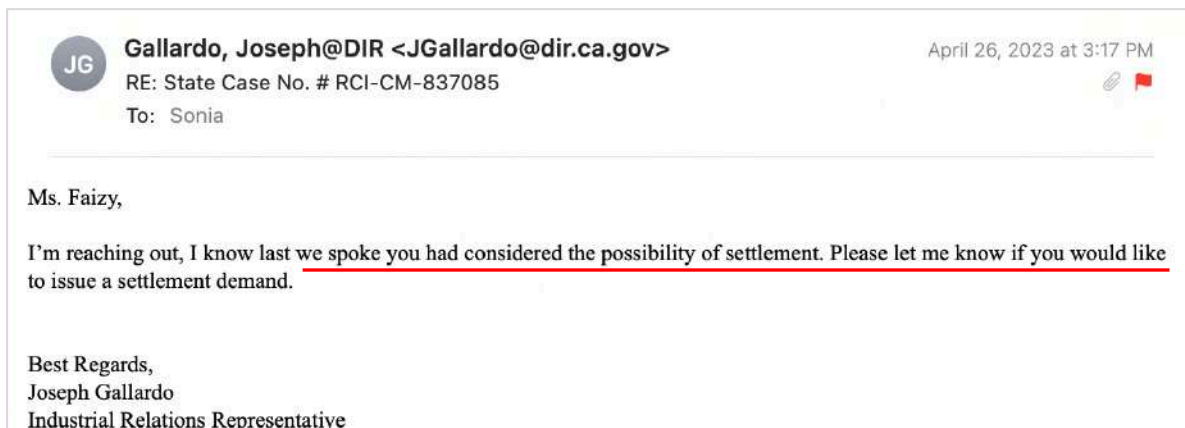
13 encouraging PLAINTIFF to expedite her settlement proposal:

14

15 “Ms. Faizy,

16 **I’m reaching out. I know last we spoke, you had considered the possibility of settlement. Please let me know if you’d like to issue a settlement demand.”**

17



26 297. Relying on DEFENDANTS’ purported good faith, PLAINTIFF invested significant

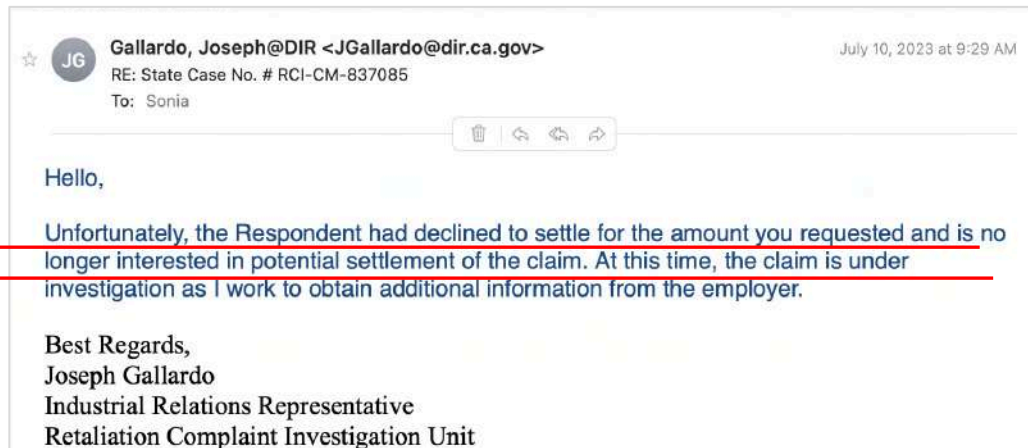
27 time and energy in crafting a detailed and send out a reasonable settlement offer on May 4, 2023.

28 However, after she submitted her proposal, the settlement discussions went silent. On July 10,

2023, Mr. Gallardo informed PLAINTIFF that DEFENDANTS had abruptly withdrawn from settlement negotiations:

“Hello,

Unfortunately, the Respondent has declined to settle for the amount you requested and is no longer interested in potential settlement of the claim. At this time, the claim is under investigation as I work to obtain additional information from the employer.”



This sudden withdrawal, without explanation, perpetuated a pattern of DEFENDANTS’ “bait-and-switch” behavior. DEFENDANTS exploited the settlement discussions as a procedural tactic to stall the process and deplete PLAINTIFF’s resources, demonstrating a lack of genuine intent to resolve the matter.

298. DEFENDANTS engaged in fraudulent and disingenuous settlement negotiations, not with the intent of reaching a fair and lawful resolution, but as a calculated strategy to obstruct and undermine PLAINTIFF’s pursuit of justice. By initiating and abruptly withdrawing from settlement discussions without acknowledgment or counteroffer, DEFENDANTS weaponized the process as a means to delay proceedings and exhaust PLAINTIFF’s resources. Such conduct demonstrates DEFENDANTS’ bad faith and an ulterior motive to evade accountability while perpetuating harm to PLAINTIFF.

1 299. DEFENDANTS’ actions—including prolonged delays, withdrawal from
2 settlement negotiations without justification, and interference with the investigation—caused
3 PLAINTIFF significant emotional distress, financial harm, and frustration. This pattern of
4 obstruction and manipulation underscores the hostile environment cultivated by DEFENDANTS
5 and supports PLAINTIFF’s claims for Retaliation and Abuse of Process.
6

7 300. Following DEFENDANTS’ abrupt withdrawal from settlement negotiations in
8 July 2023, the situation only grew more bizarre. Despite being informed earlier in the year by
9 Deputy Joseph Gallardo that this was a “**textbook retaliation case**” and that the investigation
10 was nearing its conclusion, the process inexplicably stalled. From July to October 2023,
11 PLAINTIFF sent periodic requests for updates on the status of the investigation. These inquiries
12 went unanswered, leaving PLAINTIFF in limbo and exacerbating her distress.
13

14 301. On October 6, 2023, PLAINTIFF finally received a response from the RCI Unit,
15 which added to her frustration and disbelief:
16

17 **“Hello,**

18 **As you may be aware, Deputy Joseph Gallardo is no longer with the Retaliation**
19 **Unit and therefore, the case is pending re-assignment to an investigator. Once the**
20 **case is reassigned, you will be contacted to go over next steps.**

21 **Sincerely,**

22 **Retaliation Complaint Investigation Unit.”**
23

24 302. This revelation was both shocking and deeply troubling for several reasons. First,
25 contrary to the RCI Unit’s assertion, PLAINTIFF had never been informed of Deputy Gallardo’s
26 departure or the re-assignment of her case. The lack of communication demonstrated a complete
27 disregard for PLAINTIFF’s right to transparency and due process.
28

 303. Second, restarting the investigation at this stage was utterly nonsensical. As of

1 July 2023, Gallardo had already assured PLAINTIFF that this was a “**textbook retaliation case**”
2 and that the investigation was nearly complete. DEFENDANTS’ retaliatory conduct was clear
3 and well-documented, and all evidence necessary to proceed had been gathered. There was no
4 legitimate reason to delay resolution further, let alone start the entire process over.

5
6 304. PLAINTIFF believes that MINUZZI was directly responsible for orchestrating
7 this additional delay, as part of DEFENDANTS’ ongoing pattern of bad-faith interference. The
8 unexplained re-assignment of the case resulted in an additional delay of more than (20) months,
9 compounding the harm and distress already inflicted on PLAINTIFF.

10
11 305. The absurdity of the RCI Unit’s handling of the case, combined with
12 DEFENDANTS’ deliberate obstruction, underscores the malicious and retaliatory intent behind
13 these actions. PLAINTIFF was forced to endure unnecessary procedural delays and an egregious
14 lack of accountability, all while DEFENDANTS continued to exploit their position to evade
15 consequences for their unlawful conduct. These events highlight DEFENDANTS’ continued
16 abuse of the legal process, weaponizing procedural mechanisms to frustrate and harm
17 PLAINTIFF while evading accountability. DEFENDANTS’ deliberate manipulation of the
18 system constitutes an Abuse of Process and further demonstrates their malicious intent to
19 retaliate against PLAINTIFF for asserting her legal rights.
20

21 306. **Pre-Suit Demand Letter:** In June 2023, PLAINTIFF formally escalated her
22 complaints regarding unpaid wages and other grievances to SCHNACKS, LLC’s Board of
23 Directors. On June 23, 2023, PLAINTIFF sent a detailed 23-page demand letter outlining her list
24 of unpaid legal services for SCHNACKS, LLC, as well as its clear violations of labor and
25 employment laws. The letter served as both a pre-suit demand for unpaid wages and an
26 opportunity for SCHNACKS to address its legal obligations to PLAINTIFF without further
27
28

litigation. This demand followed DEFENDANTS' disingenuous settlement discussions through

FOR SETTLEMENT PURPOSES ONLY

PRIVATE & CONFIDENTIAL

LIST OF UNPAID LEGAL SERVICES

The following is a list of the legal services that I have provided to **SCHNACKS/"TBH", LLC ("Schnacks")** for which I have not been compensated for.

The list is as follows:

1. **C-Corp Formation Documents:** Review and redline initial corporate formation documents, including articles of incorporation, bylaws, and initial shareholder agreements.
2. **PBC Formation Documents:** Review and redline public benefit corporation formation documents, including articles of incorporation, bylaws, and shareholder agreements with specific provisions for public benefit purposes.
3. **LLC v. C-Corp Meeting:** Consultation with Schnacks members to discuss the benefits and implications of forming an LLC versus a corporation or public benefit corporation, including potential tax implications.
4. **Public Benefit Purpose Goals:** Review and redline public benefit limited liability company formation documents, including LLC Agreement and Personal Service Agreements. Conceptualize, Schnacks Public Benefit Purpose strategy and measurements for tracking progress.
5. **Personal Service Agreements:** Drafting of personal service agreements for Schnacks outlining the governance structure, profit distribution, and management responsibilities of the members.
 - Personal Service Agreement – **UMANA Venture Studio, LLC**
 - Personal Service Agreement – **Barbarella Ventures, LLC**
 - Personal Service Agreement – **Amiba Consulting, LLC**
6. **Chief Executive Officer Employment Agreement**
 - Personal Service Agreement – **Adrian Rief**
7. **Trademark Project:** Legal Research & Risk Assessment
 - Trademark Clearance
 - Trademark Questionnaire
 - Trademark Infringement – Risk Assessment
8. **Employee Matters:** Providing legal advice and guidance on employment law matters, recruitment, hiring practices, and contract management.
9. **Head of Legal:** Ongoing general legal counsel, including attending meetings, providing legal opinions, and addressing various legal issues as they arose.

Please be aware that this list is not exhaustive, but it provides an overview of the significant legal services rendered to SCHNACKS, LLC for which I have not received compensation.

Subtotal of Unpaid Wages

=

Appx. \$150,000.00

the RCI Unit, during which MINUZZI abruptly and unexpectedly decided against settling without acknowledging or countering PLAINTIFF's settlement proposal. This bait-and-switch

1 tactic revealed DEFENDANTS' lack of genuine intent to resolve the dispute and forced
2 PLAINTIFF to consider formal legal action as the only viable path to resolution.

3 307. Despite the thoroughness of the demand letter, SCHNACKS, LLC, under the
4 direction of DEFENDANTS, failed to meaningfully respond or rectify the situation. Instead,
5 DEFENDANTS doubled down on their obstructive and retaliatory behavior, further exacerbating
6 the harm caused to PLAINTIFF. This deliberate inaction and continued mistreatment
7 underscored the DEFENDANTS' lack of accountability and willingness to exploit their positions
8 of power to evade consequences for their unlawful actions.
9

10 308. **Settlement Offer to SCHNACKS, LLC Board of Managers:** The packet was
11 sent to the following individuals and entities associated with SCHNACKS (*see* EXHIBIT i)
12

13 [DEFENDANT]

- 14 a. SCHNACKS, LLC (Board of Managers)
15 VCORP (Registered Agent)
16 108 W. 13th Street, Suite 100
17 Wilmington-New Castle, DE, 19801

18 [DEFENDANT]

- 19 b. Amiba Consulting, LLC (Board of Managers)
20 14651 Biscayne Blvd. #368
21 North Miami Beach, FL 33181
22 4712 Admiralty Way, Unit 969
23 Marina Del Rey, CA 90292

24 [DEFENDANT]

- 25 c. Morad Mostashari (Board of Managers)
26 1666 N. Beverly Glen Blvd.
27 Los Angeles, CA, 90077

28 [DEFENDANT]

- d. Karine Schnapp (Board Member & Majority Shareholder)
14 Fenmore Road
Scarsdale, NY, 10583

[DEFENDANT]

- e. Mitchell Schnapp (Board Member)
14 Fenmore Road

Scarsdale, NY, 10583

[DEFENDANT]

f. Noah Schnapp (Chairman of the Board & Majority Shareholder)
14 Fenmore Road
Scarsdale, NY, 10583

Despite each of these individuals having direct knowledge of PLAINTIFF's work and contributions during the company's formation, none responded to her settlement offer.

Biographical Information

Elena Guberman: Elena is the Co-CEO, Co-Founder and Manager of the Company. She is an operator and strategic builder, focused in consumer packaged goods (CPG) and the natural and organic space. Elena's passionate about using brands to bring awareness to waste, sustainability and how to be net positive while scaling CPG companies.

Ba Minuzzi: Ba is the Co-CEO, Co-Founder and Manager of the Company. She is also the Founder and CEO of UMANA, and a self-made entrepreneur who leads conscious investing and wealth management for high-net-worth celebrity clients. With UMANA, Ba is redefining wealth through purpose-driven efforts that will create a legacy for the next generation.

Ilana Wayne: Ilana is the Head of Marketing and Creative for the Company. She specializes in content direction and omni-channel brand storytelling. Ilana is passionate about brands led by young and powerful voices who are working towards a more sustainable future.

Don Richardson: Don is the Head of Sales for the Company. He is a CPG sales and marketing veteran building brands from startups to established companies, from inception to acquisition, through domestic and global partnerships.

Noah Schnapp: Noah is the Chairman of the Board of Managers of the Company. is an award-winning actor, entrepreneur, and Gen-Z thought leader. He has over 60M followers across social platforms, with a loud voice advocating for positive change in the world. He played Will Byers in Stranger Things, is continuing to pursue acting and is a freshman in University of Pennsylvania, majoring in business and entrepreneurship.

Mo Mostashari: Mo is a member of the Board of Managers of the Company. As an endorsement talent agent at ICM Partners for nearly a decade, Mo specializes in commercial brand deals with actors, musicians, and influencers. Mo left ICM in 2019 to start AMIBA Consulting and currently has structured over 10 celebrity/brand equity partnership deals. He currently sits on the board of Florence by Mills. Mo was an early investor in Robinhood, Relativity Space, Pearpop and Public.

Karine Schnapp: Karine is a member of the Board of Managers of the Company. She is a global marketing executive with over 20 years of experience in the luxury beauty and fashion space. Karine has helped grow such notable Fortune 500 companies like L'Oreal, Victoria's Secret, Hugo Boss and Tiffany, amongst others.

Indemnification

Indemnification is authorized by the Company to managers, officers or controlling persons acting in their professional capacity pursuant to Delaware law. Indemnification includes expenses such as attorney's fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

2. Failure to Prevent, Investigate, or Remedy Harassment, Discrimination, and Retaliation. Dereliction of Duty/The Responsibility of Board Members

1 309. Board members hold an affirmative duty to remain informed and engaged in
2 corporate matters. Claims of “willful ignorance” or “plausible deniability” cannot absolve them
3 of liability, as this standard is incompatible with their fiduciary duties. Whether these individuals
4 ignored the settlement offer due to directives from DEFENDANT MINUZZI, apathy, or a shared
5 disregard for legal obligations, their actions—or lack thereof—demonstrate a failure to uphold
6 their legal responsibilities.
7

8 310. Their refusal to acknowledge or address the claims not only disregards corporate
9 governance principles but also perpetuates harm against PLAINTIFF. This negligence, coupled
10 with their collective inaction, underscores the appropriateness of punitive damages.
11

12 311. **A Broader Reflection on Accountability:** PLAINTIFF’s plight exemplifies a
13 stark disparity in justice: wealthy individuals and entities openly flout labor laws with little
14 consequence, while everyday citizens face harsh penalties for far lesser infractions. The contrast
15 is glaring: if PLAINTIFF were to steal a loaf of bread, she would face immediate and severe
16 repercussions. Yet, SCHNACKS, LLC and its Board members have effectively stolen nearly
17 \$300,000.00 in unpaid wages and five years of her life with apparent impunity.
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19 312. This case highlights a troubling reality in which the privileged evade
20 accountability, making punitive damages not only appropriate but necessary to deter such
21 conduct and ensure justice for those exploited by this broken system.
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1 **FIRST CAUSE OF ACTION**

2 **Discrimination Based on Gender in Violation of FEHA**

3 **(Govt. Code § 12940(a))**

4 (By Plaintiff Against all Defendants)

5 313. PLAINTIFF hereby incorporates each and every allegation set forth in the
6 preceding paragraphs as though fully set forth in this cause of action.

7 314. At all times herein mentioned, the Fair Employment and Housing Act (FEHA),
8 Government Code § 12900, et seq., was in full force and effect and was fully binding upon
9 DEFENDANTS. Specifically, Section 12940(a) prohibits an employer from discriminating
10 against an employee based on their gender.

11 315. PLAINTIFF belongs to a protected class based on her gender as a woman.

12 316. PLAINTIFF was subjected to gender-based discrimination, including being
13 treated less favorably than her male peers in multiple ways. For example, PLAINTIFF received
14 unjustifiably lower compensation, fewer benefits, and less favorable equity options compared to
15 her male colleagues who performed similar or identical duties. These disparities were not based
16 on merit, but rather on her gender. Additionally, DEFENDANTS imposed unreasonable
17 demands on PLAINTIFF, including regularly making her spend the night to meet unreasonable
18 deadlines, which further exacerbated the discrimination she faced.

19 317. As a direct, foreseeable, and proximate result of DEFENDANTS' unlawful
20 actions, PLAINTIFF has suffered and continues to suffer substantial losses in earnings and other
21 employment benefits. PLAINTIFF has also incurred other economic losses due to the
22 discriminatory treatment.

23 318. Furthermore, as a result of DEFENDANTS' unlawful actions, PLAINTIFF has
24 suffered emotional distress, humiliation, anxiety, shame, and embarrassment. These emotional
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1 injuries have caused significant damage to PLAINTIFF, the amount of which will be proven at
2 trial.

3 319. DEFENDANTS' actions were despicable, malicious, fraudulent, and oppressive.
4 They acted with wrongful intent, motivated by improper and evil motives aimed at injuring
5 PLAINTIFF. DEFENDANTS acted in conscious disregard of PLAINTIFF's rights and well-
6 being, showing a callous disregard for her safety and dignity.
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9 **SECOND CAUSE OF ACTION**

10 **Harassment Based on Gender in Violation of FEHA**

11 **(Govt. Code 12940(j)(1))**

12 (By Plaintiff Against all Defendants)

13 320. PLAINTIFF hereby incorporates each and every allegation set forth in the
14 preceding paragraphs as though fully set forth in this cause of action.

15 321. DEFENDANTS subjected PLAINTIFF to harassment based on gender, including
16 but not limited to verbal, offensive, and emotional conduct that created a hostile, and toxic work
17 environment.

18 322. DEFENDANTS harassing conduct was severe and pervasive, as it significantly
19 interfered with PLAINTIFF's mental health. Additionally, DEFENDANTS failed to take prompt
20 and effective corrective action to prevent or stop the gender-based harassment. DEFENDANTS
21 knew or should have known that the harassment occurred and failed to take immediate and
22 appropriate action to stop it.
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24 323. PLAINTIFF suffered harm, including severe emotional distress and damage to
25 her professional reputation, as a direct result of the gender-based harassment.
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(By Plaintiff Against all Defendants)

325. PLAINTIFF engaged in protected activity by complaining of gender discrimination to DEFENDANTS.

327. PLAINTIFF's retaliation claims arise under Government Code § 12940(h), and PLAINTIFF has suffered harm, including lost wages, emotional distress, and reputational damage as a result of DEFENDANTS' unlawful retaliation.

Discrimination Based on Race in Violation of FEHA

(By Plaintiff Against all Defendants)

329. PLAINTIFF belongs to a protected class based on her race, Afghan American.

330. PLAINTIFF was performing her job competently and adding significant value to UMANA, as evidenced by her numerous contributions, including saving the company \$72,000 in tax obligations on her first day, successfully navigating compliance issues, and significantly contributing to high-profile projects.

1 331. PLAINTIFF suffered adverse employment actions, including unequal pay,
2 discriminatory treatment, retaliation, and termination without cause despite her exemplary
3 performance and long hours worked.

4 332. The adverse action was motivated by discriminatory intent based on
5 PLAINTIFF's race, as evidenced by statements from MINUZZI, who made derogatory
6 comments about immigrants and justified PLAINTIFF's exploitative working conditions on the
7 basis that "**immigrants are tougher, so [they] can handle more.**"

8 333. As a result of the discriminatory employment actions and practices of
9 DEFENDANTS, PLAINTIFF has suffered damages in an amount to be proven at trial, including
10 emotional distress, lost wages, and reputational harm, and seeks equitable relief, including an
11 injunction to prevent further discriminatory practices.
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15 **FIFTH CAUSE OF ACTION**

16 **Harassment Based on Race in Violation of FEHA**

17 **(Govt. Code 12940(j)(1))**

18 **(By Plaintiff Against all Defendants)**

19 334. PLAINTIFF hereby incorporates each and every allegation set forth in the
20 preceding paragraphs as though fully set forth in this cause of action.

21 334. PLAINTIFF belongs to a protected class based on her race, Afghan American.
22 Throughout her employment, DEFENDANTS subjected PLAINTIFF to harassment based on
23 race, including offensive comments, gestures, or other forms of racial animus, creating a hostile
24 and abusive work environment.

25 335. DEFENDANTS harassing conduct was severe and pervasive, as it significantly
26 interfered with PLAINTIFF's mental health. Additionally, DEFENDANTS failed to take prompt
27 and effective corrective action to prevent or stop the racial harassment.
28

1 336. As a direct result of the harassment, PLAINTIFF suffered harm, including
2 emotional distress, humiliation, and damage to their professional reputation.

3
4 **SIXTH CAUSE OF ACTION**

5 **Retaliation for Complaining of Race Discrimination in Violation of FEHA**
6 **(Govt. Code 12940(h))**

7 (By Plaintiff Against all Defendants)

8 337. PLAINTIFF hereby incorporates each and every allegation set forth in the
9 preceding paragraphs as though fully set forth in this cause of action.

10 338. PLAINTIFF engaged in protected activity by complaining about race
11 discrimination to DEFENDANTS.

12 339. In retaliation for these complaints, DEFENDANTS took adverse employment
13 actions against PLAINTIFF, including but not limited to termination, defamation, and other post-
14 termination retaliatory conduct.

15 340. PLAINTIFF has suffered damages, including lost wages, emotional distress, and
16 reputational harm, as a direct result of DEFENDANTS' retaliatory actions.

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19 **SEVENTH CAUSE OF ACTION**

20 **Violation of the Equal Pay Act**
21 **(Labor Code § 1197.5)**

22 (By Plaintiff Against all Defendants)

23 341. PLAINTIFF hereby incorporates each and every allegation set forth in the
24 preceding paragraphs as though fully set forth in this cause of action.

25 342. DEFENDANTS violated the Equal Pay Act, Labor Code § 1197.5, by paying
26 PLAINTIFF less than employees of the opposite gender for performing substantially equal work.

27 343. The pay disparity was not based on any legitimate factor such as seniority, merit,
28

1 or quantity/quality of work.

2 344. PLAINTIFF suffered significant financial harm as a result of this pay disparity,
3 including lost wages and benefits.
4

5 **EIGHTH CAUSE OF ACTION**

6 **Unjust Enrichment**

7 345. PLAINTIFF hereby incorporates each and every allegation set forth in the
8 preceding paragraphs as though fully set forth in this cause of action.
9

10 346. DEFENDANTS retained the benefits of PLAINTIFF's labor and were unjustly
11 enriched by their actions, which deprived PLAINTIFF of wages, benefits, and other entitlements
12 that were rightfully owed to PLAINTIFF.

13 347. It is inequitable for DEFENDANTS to retain the benefits obtained through their
14 wrongful conduct, and PLAINTIFF is entitled to restitution for the unjust enrichment.
15

16 **NINTH CAUSE OF ACTION**

17 **Failure to Prevent Harassment, Discrimination, or Retaliation** 18 **(Govt. Code 12940(k))**

19 (By Plaintiff Against all Defendants)

20 348. PLAINTIFF hereby incorporates each and every allegation set forth in the
21 preceding paragraphs as though fully set forth in this cause of action.
22

23 349. DEFENDANTS failed to take all reasonable steps necessary to prevent
24 harassment, discrimination, and retaliation from occurring in the workplace, as required by
25 Government Code § 12940(k). SCHNACKS, LLC, dba "TBH" Board of Directors failed to act
26 after actual knowledge of harassment, discrimination, and retaliation.

27 350. As a result of this failure, PLAINTIFF suffered harm, including emotional
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1 distress, professional damage, and financial loss.

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3 **TENTH CAUSE OF ACTION**

4 **Intentional Misrepresentation**
5 **(Cal. Civ. Code § 1710(1))**

6 351. PLAINTIFF hereby incorporates each and every allegation set forth in the
7 preceding paragraphs as though fully set forth in this cause of action.

8
9 352. DEFENDANTS made false statements about the Head of Compliance role at
10 UMANA with the intent to induce PLAINTIFF to engage in the invasive interview process.

11 353. PLAINTIFF reasonably relied on DEFENDANTS' misrepresentations and
12 suffered harm as a direct result of that reliance, including financial loss and emotional distress.
13 As a direct and proximate result of DEFENDANTS' intentional misrepresentations, PLAINTIFF
14 has suffered substantial damages, including financial loss, loss of opportunity, emotional
15 distress, and other consequential damages, all of which will be proven at trial.

16
17 354. DEFENDANTS made the misrepresentations with the intent to deceive
18 PLAINTIFF, knowing that they were false or acting with reckless disregard for their
19 truthfulness. DEFENDANTS' conduct was willful and intentional and in disregard of
20 PLAINTIFF's rights.
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ELEVENTH CAUSE OF ACTION

**Fraudulent Inducement
(Cal. Civ. Code § 1710)**

355. PLAINTIFF hereby incorporates each and every allegation set forth in the preceding paragraphs as though fully set forth in this cause of action.

356. DEFENDANTS knowingly made false representations of material facts about the modified role at UMANA to PLAINTIFF with the intent to deceive and induce PLAINTIFF to act to her detriment and accept the modified offer under false pretenses of future growth, equity, and competitive compensation.

357. PLAINTIFF reasonably relied on these fraudulent misrepresentations and suffered damages, including financial harm and emotional distress, as a result of this reliance. As a direct and proximate result of DEFENDANTS' fraudulent inducement, PLAINTIFF has suffered substantial damages, including but not limited to financial losses, loss of opportunity, emotional distress, and other damages, all of which will be proven at trial.

TWELFTH CAUSE OF ACTION

**Retaliation (Whistleblower Protection)
(Labor Code § 1102.5)**

358. PLAINTIFF hereby incorporates each and every allegation set forth in the preceding paragraphs as though fully set forth in this cause of action.

359. PLAINTIFF engaged in protected whistleblowing activity by opposing unlawful conduct in violation of the Securities and Exchange ("SEC") laws, unlawful wage practices, and other labor violations to DEFENDANTS.

1 360. In retaliation for these protected actions, DEFENDANTS took adverse
2 employment actions against PLAINTIFF, including, but not limited to, termination, defamation,
3 or other post-termination retaliatory actions.

4 361. PLAINTIFF has suffered harm, including loss of earnings, emotional distress, and
5 reputational damage, as a direct result of DEFENDANTS' retaliatory actions.
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8 **THIRTEENTH CAUSE OF ACTION**

9 **Willful Misclassification of Employee**
10 **(Labor Code § 226.8)**

11 362. PLAINTIFF hereby incorporates each and every allegation set forth in the
12 preceding paragraphs as though fully set forth in this cause of action.

13 363. DEFENDANTS willfully misclassified PLAINTIFF as an independent contractor
14 rather than an employee, despite the fact that PLAINTIFF was performing work under conditions
15 that met the criteria for employee status under California law. DEFENDANTS exerted
16 substantial control over the manner and means by which PLAINTIFF performed her work,
17 including settling PLAINTIFF's daily schedule, assigning tasks, and closely monitoring
18 PLAINTIFF's performance. DEFENDANTS also mandated the tools and technological
19 infrastructure necessary for PLAINTIFF's duties and retained ultimate control and authority over
20 PLAINTIFF's work product. PLAINTIFF performed her duties on-site at UMANA's HQ and
21 principal place of business. Furthermore, PLAINTIFF'S work was integral to DEFENDANTS'
22 core business operations, and PLAINTIFF did not engage in an independent business of the same
23 nature as the service performed for DEFENDANTS.
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26 364. As a result of this misclassification, PLAINTIFF did not receive the rights and
27 benefits afforded to employees under applicable labor laws, including, but not limited to, timely
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1 payment of wages, overtime, and meal and rest breaks.

2 365. DEFENDANTS intentionally misclassified PLAINTIFF to avoid the legal
3 obligations and financial responsibilities that would have been incurred by properly classifying
4 PLAINTIFF as an employee, including but not limited to paying proper wages, providing
5 benefits, and withholding taxes.
6

7 366. As a result of the willful misclassification, PLAINTIFF has suffered economic
8 harm, including but not limited to unpaid wages, benefits, lost wages, benefits, and other
9 employment-related rights. PLAINTIFF is entitled to recover all unpaid wages, benefits,
10 penalties, interest, and any other damages allowed by law, including any available statutory
11 penalties for misclassification under California law.
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15 **FOURTEENTH CAUSE OF ACTION**

16 **Wage Theft** 17 **(Labor Code §§ 200, 204)**

18 366. PLAINTIFF hereby incorporates each and every allegation set forth in the
19 preceding paragraphs as though fully set forth in this cause of action.

20 367. DEFENDANTS unlawfully withheld wages from PLAINTIFF, including but not
21 limited to wages earned for work performed and overtime pay.

22 368. PLAINTIFF requested payment for wages due and owing, but DEFENDANTS
23 failed to make timely payments, in violation of Labor Code §§ 200 and 204.
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25 369. PLAINTIFF suffered financial harm as a result of DEFENDANTS' wage theft,
26 including the inability to meet basic financial obligations.
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2 **FIFTEENTH CAUSE OF ACTION**

3 **Failure to Reimburse Business Expenses**
4 **(Labor Code § 2802)**

5 370. PLAINTIFF hereby incorporates each and every allegation set forth in the
6 preceding paragraphs as though fully set forth in this cause of action.

7 371. During the course of employment, PLAINTIFF was required to incur business-
8 related expenses, including but not limited to travel, entity revival costs, registered agent fees,
9 and other communication costs.
10

11 372. DEFENDANTS failed to reimburse PLAINTIFF for these business expenses, in
12 violation of Labor Code § 2802.

13 373. PLAINTIFF has suffered financial harm as a result of DEFENDANTS' failure to
14 reimburse these necessary expenses.
15

16 **SIXTEENTH CAUSE OF ACTION**

17 **Wage Statement Violations**
18 **(Labor Code § 226(a))**

19 374. PLAINTIFF hereby incorporates each and every allegation set forth in the
20 preceding paragraphs as though fully set forth in this cause of action.
21

22 375. DEFENDANTS failed to provide PLAINTIFF with accurate itemized wage
23 statements in accordance with Labor Code § 226(a).

24 376. The wage statements provided to PLAINTIFF failed to include accurate and
25 complete information regarding hours worked, gross wages, deductions, and net wages.
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27 377. PLAINTIFF suffered harm, including the inability to accurately track earnings
28 and deductions, as a result of DEFENDANTS' wage statement violations.

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SEVENTEENTH CAUSE OF ACTION

**Failure to Pay All Overtime
(Labor Code §§ 510, 1194)**

378. PLAINTIFF hereby incorporates each and every allegation set forth in the preceding paragraphs as though fully set forth in this cause of action

379. PLAINTIFF regularly worked in excess of 40 hours per week, but DEFENDANTS failed to pay proper overtime wages at the required rate as mandated by Labor Code §§ 510 and 1194.

380. As a result of DEFENDANTS' failure to pay overtime, PLAINTIFF has not received compensation for all hours worked at the appropriate overtime rate.

381. PLAINTIFF suffered financial harm due to DEFENDANTS' failure to comply with overtime wage requirements.

EIGHTEENTH CAUSE OF ACTION

**Untimely Payment of Wages
(Labor Code §§ 201, 202)**

382. PLAINTIFF hereby incorporates each and every allegation set forth in the preceding paragraphs as though fully set forth in this cause of action.

383. DEFENDANTS failed to pay PLAINTIFF all wages due and owing within the timeframes required by Labor Code §§ 201 and 202.

384. PLAINTIFF's final wages were not paid promptly upon termination of employment, resulting in financial harm.

385. PLAINTIFF is entitled to waiting time penalties as a result of the untimely payment of wages.

Waiting Time Penalties (Labor Code § 203)

1 motivated by a desire to retaliate against PLAINTIFF for engaging in protected activities, such
2 as reporting unlawful conduct and refusing to participate in fraudulent actions initiated by
3 DEFENDANTS. This wrongful termination was done with malicious intent and in violation of
4 public policy designed to protect employees from such unlawful practices.
5

6 393. As a result of DEFENDANTS' wrongful termination, PLAINTIFF has suffered
7 damages, including lost wages, emotional distress, and reputational harm. As a direct and
8 proximate result of DEFENDANTS' unlawful termination, PLAINTIFF has suffered and
9 continues to suffer substantial economic and emotional distress, including loss of income,
10 benefits, professional reputation, and future career opportunities. PLAINTIFF is entitled to
11 recover all damages related to her wrongful termination, including but not limited to back pay,
12 front pay, lost benefits, emotional distress damages, and punitive damages due to the malicious
13 nature of the termination.
14

15 **TWENTY-FIRST CAUSE OF ACTION**

16 **Defamation** 17 **(Cal. Civ. Code § 44)**

18 394. PLAINTIFF hereby incorporates each and every allegation set forth in the
19 preceding paragraphs as though fully set forth in this cause of action.
20

21 395. At all times relevant to this claim, MINUZZI, GARDNER, and DEFENDANTS
22 have made and published false and defamatory statements regarding PLAINTIFF, with the intent
23 to harm her professional reputation and cause emotional distress. These false statements were
24 made to third parties, including potential employers, business associates, and other individuals in
25 the professional community.
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1 396. The defamatory statements made by MINUZZI, GARDNER, and
2 DEFENDANTS include but are not limited to:

- 3 • False allegations regarding PLAINTIFF's professional conduct, qualifications,
4 and character, including misstatements about PLAINTIFF's work performance and
5 integrity.
- 6 • False accusations of mistakes caused by PLAINTIFF's dyslexia.

7 397. These false statements were made with actual malice, as DEFENDANTS knew
8 the statements were untrue or acted with reckless disregard for the truth. The defamatory conduct
9 has caused PLAINTIFF significant harm, including damage to her reputation, emotional distress,
10 and loss of professional opportunities.

11 398. As a direct and proximate result of the defamatory statements made by
12 MINUZZI, GARDNER, and DEFENDANTS, PLAINTIFF has suffered reputational harm,
13 emotional distress, and financial loss, including lost business opportunities and professional
14 advancement. PLAINTIFF is entitled to recover actual damages, consequential damages, and
15 punitive damages due to the malicious and reckless nature of the defamation.
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18 **TWENTY-SECOND CAUSE OF ACTION**

19 **Intentional Infliction of Emotional Distress**

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21 399. PLAINTIFF hereby incorporates each and every allegation set forth in the
22 preceding paragraphs as though fully set forth in this cause of action.

23 400. DEFENDANTS, including MINUZZI, with the specific intent to cause
24 PLAINTIFF severe emotional distress, engaged in extreme and outrageous conduct that
25 exceeded all bounds of decency. This conduct included but was not limited to:

- 26 • The issuance of fake wire transfers (e.g., Fake Wire Transfer No. 1 on 12/31/2020
27 and Fake Wire Transfer No. 2 on 01/05/2021), which were fabricated to deceive
28 PLAINTIFF into believing that payments were made when, in fact, they were not.

- 1 • The deliberate use of bad checks (Bad Check No. 1 on 01/06/2021 for \$5,000,
2 returned for insufficient funds, and Bad Check Nos. 2 and 3 on 01/06/2021 for \$2,000
3 each, also returned for insufficient funds) with the clear intent to defraud PLAINTIFF
4 and cause her significant financial and emotional harm.

5 401. DEFENDANTS' actions were not only malicious but also done with the intent to
6 harm PLAINTIFF financially, emotionally, and psychologically. The repeated and calculated
7 nature of the fraudulent transactions demonstrated a flagrant disregard for PLAINTIFF's well-
8 being and caused her significant emotional distress, including humiliation, anxiety, anger, and
9 frustration.

10 402. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFF has
11 suffered severe emotional distress, including but not limited to chronic anxiety, depression,
12 sleeplessness, humiliation, and emotional pain. These effects have caused substantial harm to
13 PLAINTIFF's quality of life, and her distress is ongoing.

14 403. DEFENDANTS acted despicably, maliciously, and with reckless disregard for the
15 consequences of their actions, further warranting an award of punitive damages to punish
16 DEFENDANTS and deter similar conduct in the future.

17 404. PLAINTIFF is entitled to recover damages for emotional distress, pain, suffering,
18 and punitive damages as a result of DEFENDANTS' outrageous and extreme behavior.

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22 **TWENTY-THIRD CAUSE OF ACTION**

23 **Negligent Infliction of Emotional Distress**

24 405. PLAINTIFF hereby incorporates each and every allegation set forth in the
25 preceding paragraphs as though fully set forth in this cause of action.

26 406. DEFENDANTS, including MINUZZI, owed PLAINTIFF a duty of care to act in
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1 a manner that would not cause harm or distress. However, DEFENDANTS negligently breached
2 this duty through their actions, including the fraudulent wire transfers and bad checks described
3 above, which were issued without due regard for the emotional and financial well-being of
4 PLAINTIFF.

5
6 407. The conduct of DEFENDANTS was negligent in that they failed to exercise
7 reasonable care in ensuring that payments made to PLAINTIFF were legitimate and that the
8 funds would be properly transferred or made available. Instead, they engaged in fraudulent
9 conduct with a reckless disregard for the potential harm to PLAINTIFF, including:

- 10 • The fake wire transfers that were deliberately fabricated to mislead PLAINTIFF
11 into believing payments had been made.
- 12 • The issuance of bad checks with no funds to cover them, further exacerbating
13 PLAINTIFF's financial strain and emotional distress.

14
15 408. As a direct and proximate result of DEFENDANTS' negligence, PLAINTIFF has
16 suffered emotional distress, including but not limited to anxiety, humiliation, and emotional pain.
17 The emotional distress has been compounded by the sense of betrayal and financial instability
18 caused by DEFENDANTS' actions.

19
20 409. DEFENDANTS' negligence in failing to ensure the legitimacy of the payments
21 they issued, coupled with their disregard for the impact their actions would have on PLAINTIFF,
22 directly resulted in PLAINTIFF's emotional suffering.

23
24 410. PLAINTIFF is entitled to recover damages for emotional distress, as well as any
25 other damages permitted under the law, as a result of DEFENDANTS' negligent actions.

1 **TWENTY-FOURTH CAUSE OF ACTION**

2 **Tortious Interference with Prospective Economic Advantage**

3 411. PLAINTIFF hereby incorporates each and every allegation set forth in the
4 preceding paragraphs as though fully set forth in this cause of action.
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6 412. At all times relevant to this claim, PLAINTIFF had a reasonable expectation of
7 entering into future economic relationships, with MADEMAN, Inc., pending finalization of
8 compensation and equity terms. These prospects were based on PLAINTIFF's skill, professional
9 reputation, and contractual relationships with others, all of which were key to PLAINTIFF's
10 ongoing financial well-being and success.
11

12 413. MINUZZI, intentionally and willfully interfered with PLAINTIFF's prospective
13 economic advantage by engaging in unlawful and malicious conduct. This conduct
14 included but was not limited to:

- 15 • False representations and fraudulent actions, such as issuing fake wire transfers
16 and bad checks, with the clear aim of harming PLAINTIFF's ability to engage in future
17 business transactions and maintain professional relationships.
- 18 • Deliberate disruption of business dealings and financial relationship with
19 MADEMAN, Inc. and its CEO JEREMY GARNDER that PLAINTIFF had in the
20 pipeline, with the intent to create economic hardship and undermine PLAINTIFF's future
opportunities.
- 21 • Reputational damage by spreading misinformation or engaging in acts that would
22 lead to potential partners, clients, or employers viewing PLAINTIFF as unreliable or
untrustworthy.

23 414. MINUZZI's actions were motivated by malice, and their conduct was done with
24 the intent to harm PLAINTIFF's future economic opportunities. These actions have caused
25 PLAINTIFF to lose prospective business deals, financial opportunities, and significant income
26 streams.
27
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1 415. As a direct and proximate result of the unlawful interference by MINUZZI,
2 PLAINTIFF has suffered substantial financial losses, loss of professional relationships, and
3 damage to her future career prospects. PLAINTIFF is entitled to recover damages for these
4 losses, including both actual and consequential damages, as well as punitive damages due to the
5 malicious and intentional nature of the interference.
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8 **TWENTY-FIFTH CAUSE OF ACTION**

9 **Tortious Interference with Contractual Relationship**

10 416. PLAINTIFF hereby incorporates each and every allegation set forth in the
11 preceding paragraphs as though fully set forth in this cause of action.
12

13 417. At all times relevant to this claim, PLAINTIFF had valid, enforceable contracts in
14 place, including but not limited to employment agreements, with MADEMAN, Inc., for her new
15 General Counsel role. This agreement were entered into by PLAINTIFF in good faith and was
16 essential to the ongoing success and well-being of PLAINTIFF's professional career and
17 financial position.
18

19 418. MINUZZI, with knowledge of PLAINTIFF's contractual obligations and rights,
20 intentionally and willfully interfered with PLAINTIFF's contractual relationships. This
21 interference was done through a series of malicious and unlawful acts, including but not limited
22 to:
23

- 24 • Direct interference with PLAINTIFF's employment at MadeMan, Inc., including
25 explicitly stating she persuaded GARDNER to terminate her from her new General
Counsel position.
- 26 • Undermining of PLAINTIFF's financial stability through the fraudulent actions
27 involving fake wire transfers and bad checks, which were done with the intent to harm
28 PLAINTIFF's ability to fulfill contractual obligations.

- Interference with PLAINTIFF's business opportunities, including attempts to prevent PLAINTIFF from continuing business relationships or contracts by using fraudulent tactics to damage PLAINTIFF's reputation and financial security.

419. These actions were intentional, done with knowledge of the contracts in place, and were aimed at disrupting PLAINTIFF's ability to perform under said contracts. The interference caused PLAINTIFF significant financial harm, loss of business relationships, and reputational damage.

420. As a direct and proximate result of the interference by MINUZZI, PLAINTIFF has suffered damages, including but not limited to lost income, loss of business opportunities, reputational harm, and other financial losses. PLAINTIFF is entitled to recover these damages, including consequential and punitive damages due to the malicious nature of the interference.

TWENTY-SIXTH CAUSE OF ACTION

Abuse of Process

421. PLAINTIFF incorporates by reference all preceding paragraphs as though fully set forth herein.

422. DEFENDANTS engaged in the deliberate and improper use of legal and administrative processes for an ulterior motive, specifically to delay, obstruct, and frustrate PLAINTIFF's pursuit of justice in her claims against DEFENDANTS.

423. As part of their abuse of process, DEFENDANTS orchestrated a pattern of misconduct that included:

- a. Prolonging settlement discussions in bad faith, misleading PLAINTIFF into believing DEFENDANTS intended to resolve the matter amicably, only to abruptly withdraw from negotiations without explanation.
- b. Exploiting procedural mechanisms to delay the resolution of PLAINTIFF's retaliation claim (State Case No. RCI-CM-837085), including unreasonable and unexplained delays

1 in responding to investigative inquiries and perpetuating unnecessary procedural
2 roadblocks.

3 c. Manipulating the investigative process by causing the unwarranted reassignment of
4 PLAINTIFF's retaliation claim in October 2023, despite the investigation being in its
5 final stages and all necessary evidence having been gathered.

6 424. DEFENDANTS acted with the ulterior motive of retaliating against PLAINTIFF
7 for asserting her legal rights and exposing DEFENDANTS' unlawful conduct. This conduct was
8 designed to intimidate PLAINTIFF, inflict emotional distress, and discourage her from pursuing
9 her claims.

10 425. The re-assignment of PLAINTIFF's retaliation claim was a baseless and
11 intentional delay, forcing PLAINTIFF to endure unnecessary stress and additional harm. The
12 lack of transparency, combined with DEFENDANTS' interference, further demonstrates their
13 malicious intent to obstruct PLAINTIFF's access to justice.

14 426. DEFENDANTS' actions were not undertaken in good faith or as part of the
15 legitimate resolution of legal disputes. Instead, DEFENDANTS sought to weaponize the legal
16 and administrative processes to harm PLAINTIFF, delay her claims, and protect themselves from
17 accountability.

18 427. As a direct and proximate result of DEFENDANTS' abuse of process,
19 PLAINTIFF suffered significant harm, including but not limited to emotional distress, financial
20 harm, reputational damage, and a prolonged denial of justice.

21 428. PLAINTIFF is entitled to compensatory damages in an amount to be proven at
22 trial for the harm caused by DEFENDANTS' abusive conduct.

23 429. PLAINTIFF is further entitled to punitive damages given the willful, malicious,
24 and oppressive nature of DEFENDANTS' actions, which were carried out with the intent to
25 harm and retaliate against PLAINTIFF.
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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF **SONIA FAIZY** prays for a judgment against DEFENDANTS as follows:

1. For **general damages**, \$150,000,000.00, or such other amount as the Court deems just and proper, according to proof, arising from the severe emotional distress, professional harm, and lasting impact on PLAINTIFF's career and life caused by DEFENDANTS' unlawful actions, which have forced PLAINTIFF into isolation and effectively destroyed her career over the past five years;

2. For **special damages**, including but not limited to, any other financial losses suffered by PLAINTIFF as a direct result of DEFENDANTS' unlawful conduct, in an amount to be proven at trial;

3. For all applicable **statutory damages**, including any damages provided under applicable statutes and laws;

4. For **punitive damages** in the amount of \$150,000,000.00, or such other amount as the Court deems just and proper, according to proof, for DEFENDANTS' malicious, oppressive, and fraudulent actions over the last five years, including their abuse of power, greed, and shameless mismanagement of corporate funds to finance an unsustainable luxury lifestyle while failing to pay taxes or wages owed to PLAINTIFF;

5. For an award of costs incurred by PLAINTIFF in bringing this action, including but not limited to court costs, expert witness fees, and any other costs related to the prosecution of this case;

6. For pre-judgment interest on the unpaid wages owed to PLAINTIFF in the amount \$291,146.96, at the rate of 10% per annum from October 12, 2020, to the date of judgment herein

7. For an award of post-judgment interest for the maximum amount allowed by law;

8. For specific equitable or declaratory relief as the Court may deem appropriate,

1 including any orders requiring Defendants to cease and desist from their unlawful practices and
2 to make PLAINTIFF whole by providing restitution for all losses incurred;

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4 9. For any and all other relief that the Court deems just, proper, and appropriate
5 under the circumstances, including but not limited to any further damages, compensatory or
6 consequential damages, and relief to which PLAINTIFF may be entitled; and

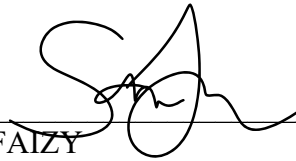
7 10. For any further relief the Court finds appropriate in the interests of justice.
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11 Dated: **January 16, 2025**

IN PRO PER

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15 By: _____

16 SONIA FAIZY
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1 **REQUEST FOR JURY TRIAL**

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4 PLAINTIFF, **Sonia Faizy** hereby demands a trial by jury on all issues.

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7 Dated: **January 16, 2025**

IN PRO PER

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9 By: 

10 SONIA FAIZY

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EXHIBIT A

EXHIBIT A

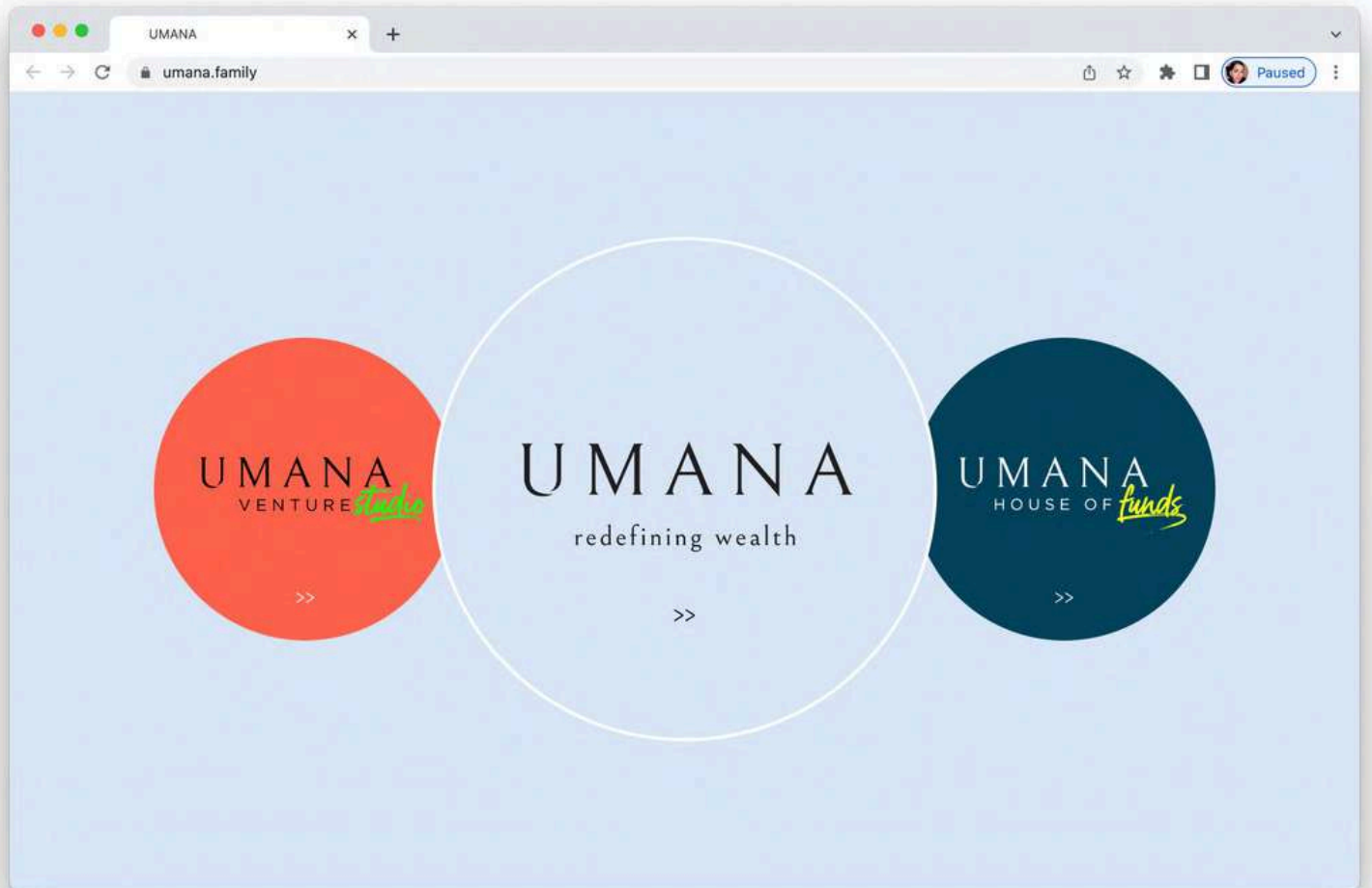


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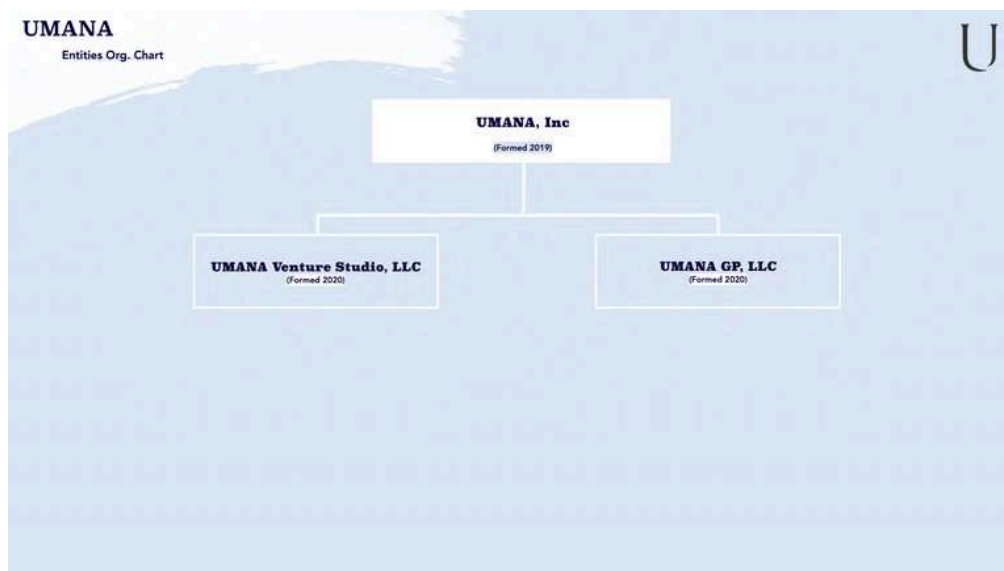
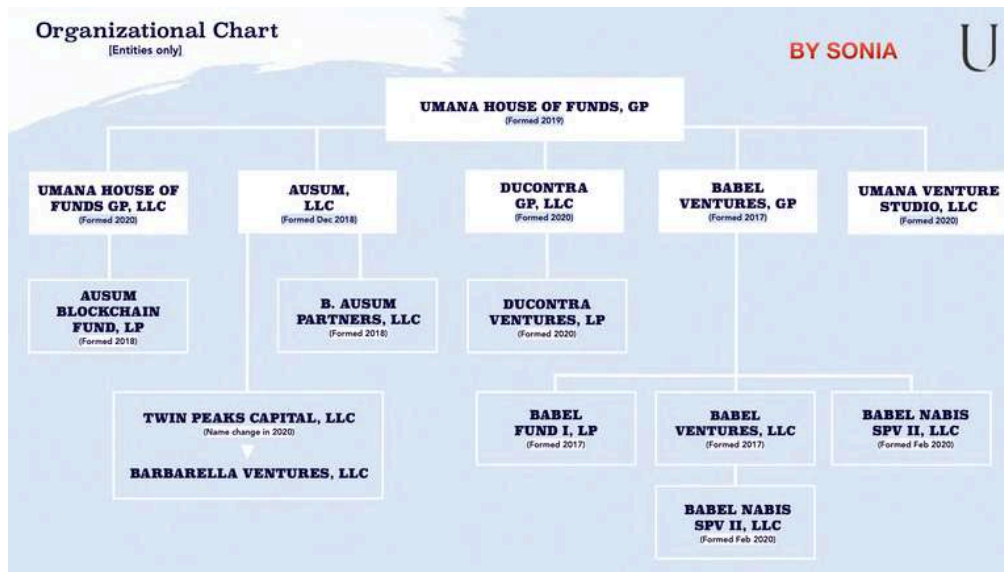


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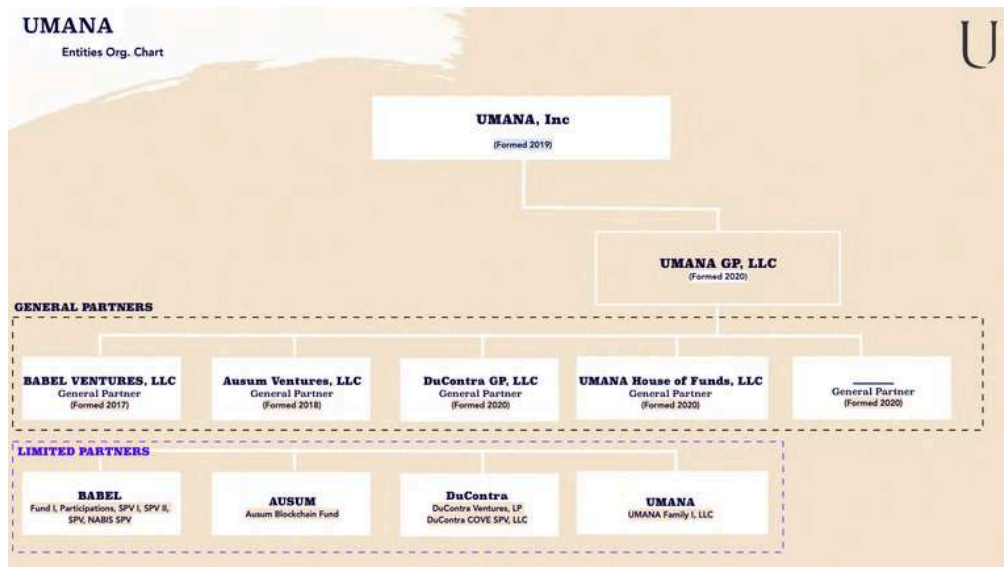
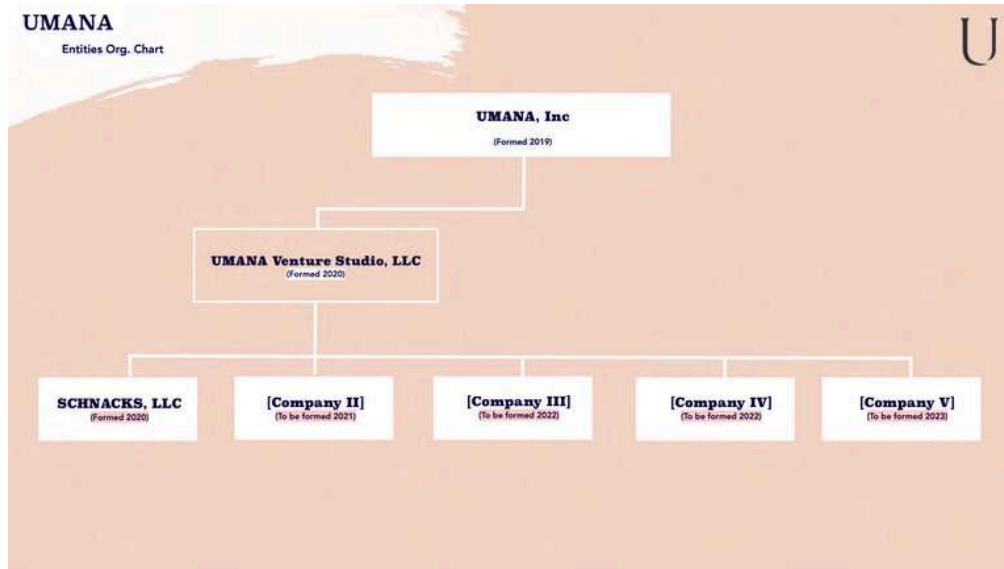


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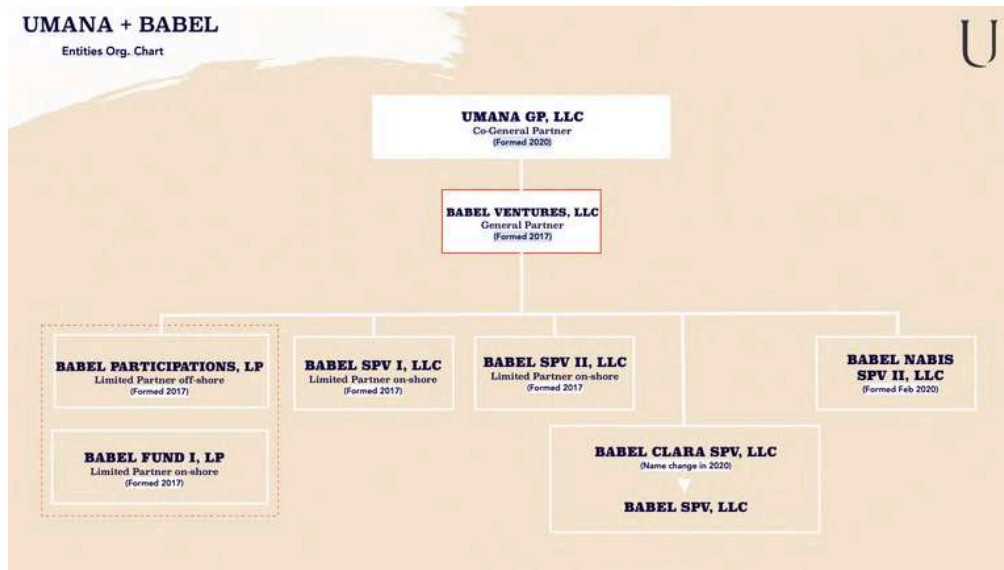


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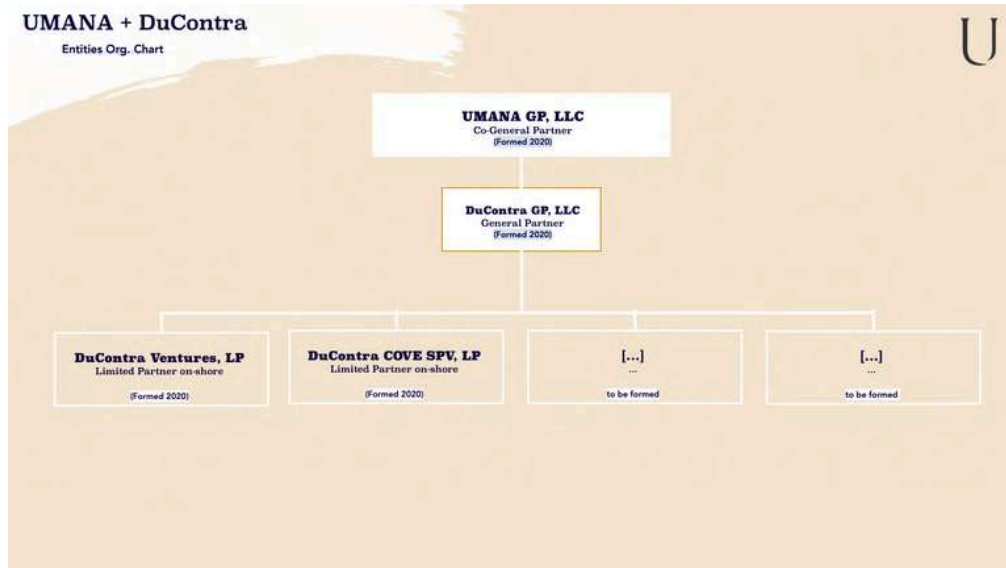


EXHIBIT A



EXHIBIT B