

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION**

OAKES FARMS, INC., OAKES
FARM OP, LLC, and SOUTH
FLORIDA PRODUCE LLC,

Plaintiffs,

v.

STEVEN A. VENEZIANO, JR.,
Individually, VENEZIANO
FARMS, LLC, and VENEZIANO
PROPERTY MANAGEMENT, LLC,

Defendants.

Case No.: 2:25-cv-1126-SPC-NPM

AMENDED COMPLAINT

Plaintiffs Oakes Farms, Inc.; Oakes Farm OP, LLC; and South Florida Produce, LLC (collectively “Plaintiffs”), hereby sue Defendants Steven A. Veneziano Jr.; Veneziano Farms, LLC; and Veneziano Property Management, LLC (collectively “Defendants”), and, for their Amended Complaint, state as follows:

INTRODUCTION

1. Defendant Steven A. Veneziano, Jr. (“Veneziano”) was the CEO and primary operator of the Plaintiff entities, and he had nearly unfettered access to accounts, information, and administration. Veneziano exploited it all.

2. Specifically, Veneziano—individually and through his Defendant entities—stole *millions* of dollars from Plaintiffs by manipulating invoices, forging checks, wiring funds to his personal accounts, and diverting funds payable to Plaintiffs into his personal accounts.

3. Veneziano also charged more than \$500,000 of personal charges to Plaintiffs' corporate credit cards. To be clear, this is not a case where an employee charged a questionable meal or family outing—no, Veneziano paid for gambling trips to Las Vegas and subscriptions to pornographic websites.

4. Not satisfied with his current vehicle, Veneziano also purchased a 2023 Lincoln Navigator for his personal use using Plaintiffs' funds.

5. All the while, Veneziano would use his position of authority within Plaintiffs to cover his tracks by falsifying internal records and assuring coworkers that his actions were authorized (they were not).

6. Veneziano would then siphon some of these stolen funds into both his personal account and the bank accounts of Veneziano Farms, LLC and Veneziano Property Management, LLC.

7. Veneziano also purchased multiple real properties with the stolen funds through Veneziano Property Management, LLC, sold them, and kept the profits.

PARTIES, JURISDICTION, AND VENUE

8. This is an action for damages exceeding \$75,000, exclusive of interest, costs, and attorneys' fees.

9. Plaintiff Oakes Farms, Inc. ("Oakes Farms") is a Florida for profit corporation with its principal place of business in Naples, Florida. Therefore, for purposes of diversity of citizenship, Oakes Farms is deemed to be a citizen of Florida.

10. Plaintiff Oakes Farm OP, LLC ("Oakes Farm OP") is a Florida limited liability company with its principal place of business in Immokalee, Florida. Oakes Farm OP's members are citizens of Florida; therefore, Oakes Farm OP is deemed to be a citizen of Florida for purposes of diversity of citizenship.

11. South Florida Produce, LLC ("South Florida Produce") is a Florida limited liability company with its principal place of business in Immokalee, Florida. The members of South Florida Produce are citizens of Florida. Hence, South Florida Produce is deemed to be a citizen of Florida for purposes of diversity of citizenship.

12. Veneziano is an individual domiciled in California, is over the age of 18, and is otherwise *sui juris*.

13. At all times material to this Amended Complaint, however, Veneziano was a citizen and resident of Florida. Veneziano engaged in substantial business and

tortious acts within the state of Florida. Therefore, under Florida Statutes Section 48.193, the Court has personal jurisdiction over Veneziano.

14. Defendant Veneziano Farms, LLC (“Veneziano Farms”) is an inactive Florida limited liability company with its principal place of business in Naples, Florida. Veneziano Farms’s members are California citizens; thus, Veneziano Farms is deemed to be a citizen of California for purposes of diversity of citizenship.

15. As a Florida limited liability company, the Court has personal jurisdiction over Veneziano Farms.

16. Defendant Veneziano Property Management, LLC (“Veneziano Property Management”) is an inactive Florida limited liability company with its principal place of business in Naples, Florida. Veneziano Property Management’s members are California citizens, and, as a result, Veneziano Property Management is deemed to be a citizen of California for purposes of diversity of citizenship.

17. As a Florida limited liability company, the Court has jurisdiction over Veneziano Property Management.

18. This Court has subject-matter jurisdiction over this matter under 28 U.S.C. Section 1332 in that there is complete diversity between Plaintiffs and Defendants and the amount in controversy exceeds \$75,000.00.

19. Pursuant to 28 U.S.C. Section 1391, venue is proper in this District because Veneziano Farms and Veneziano Property Management maintain their

principal operations in Collier County, Florida, and all actions and/or omissions giving rise to this Amended Complaint occurred in Collier County, Florida. As to Defendant Veneziano, venue is proper under 28 U.S.C. Section 1391(b)(3).

GENERAL ALLEGATIONS

20. Oakes Farms is one of the largest independently owned agribusiness operations in Florida.

21. Oakes Farms, in conjunction with its subsidiaries and related entities (collectively the “Oakes Farms Entities”), maintains a diversified portfolio of services that reach a global market and include farming, packing, shipping, retail markets, and wholesale food distribution.

I. Veneziano Begins Working for Oakes Farms and Gains a Position of Power

22. Veneziano began working for Oakes Farms in 2013 and quickly began to rise the ranks of Oakes Farms and, by association, Oakes Farms’s related entities.

23. By 2020, Veneziano effectively served as the *de facto* President and Chief Executive for Oakes Farms, Oakes Farm Op, South Florida Produce and all Oakes Farms Entities.

24. This position of power included unfettered access to the bank accounts for Oakes Farms, Oakes Farm OP, and South Florida Produce.

II. Veneziano Exploits His Role to Steal Millions of Dollars from Oakes Farms, Oakes Farm OP, and South Florida Produce

25. Veneziano's desired new lavish lifestyle soon outgrew his actual earning means.

26. To help pay for his lavish lifestyle, Veneziano exploited his role in the Oakes Farms Entities and used his access and authority to steal millions of dollars in funds, equipment, and assets from Plaintiffs.

27. To do so, Veneziano engaged in various schemes to defraud Oakes Farms, Oakes Farm OP, and South Florida Produce of millions of dollars in funds, equipment, and other assets.

28. Over the course of his tenure with the Oakes Farms Entities, Veneziano stole or defrauded millions of dollars from the Plaintiffs.

a) Veneziano's Cash Theft from Plaintiffs

29. Veneziano engaged in a variety of different schemes to siphon large sums of cash from Oakes Farms for himself while concealing evidence of the missing funds. These schemes involved the following: (i) manipulation of accounting records, (ii) diversion of deliveries to third party retailers, and (iii) pocketing cash that was meant for specific orders.

30. The resulting damages to Plaintiffs and the other Oakes Farms Entities not only include the funds that Veneziano and his affiliated entities stole but also the cost that it has taken to unwind the transactions and to accurately account for their books.

Manipulation of Accounting Records

31. In one of these schemes, Veneziano would facilitate the sale of produce on behalf of Oakes Farm OP or South Florida Produce to produce retailers.

32. Veneziano would then receive payment for these orders in cash and then manipulate Plaintiffs' internal accounting records to conceal the outstanding receivable balance, keeping the cash payments for himself and clearing the outstanding accounts receivable.

33. For example, from November 25, 2023, through November 1, 2024, Veneziano facilitated the sale of \$1.8 million worth of produce from Oakes Farm OP to Valencia Produce (a wholesale supplier in Atlanta, Georgia).

34. Veneziano instructed the owner of Valencia Produce, to pay Oakes Farm OP's invoices in cash.

35. Veneziano then received the cash and used it for his own personal uses.

36. To conceal the record of this outstanding receivable from Valencia Produce within Oakes Farm OP's accounting system, Veneziano edited the customer account associated with the invoice to list a sham customer account or other Oakes Farms Entities that he effectively had control over, such as Rainbow Produce of Gainesville, Inc. or Marjon Specialty Foods.

37. Veneziano would then edit the sham invoice total to zero dollars and deliver the produce meant for the sham invoice to Valencia Produce.

38. That way, Valencia Produce would receive the ordered produce, but Oakes Farm OP's accounting records would have no record of Valencia Produce's order and payment.

39. For example, on or around March 30, 2024, Veneziano altered the invoice for a March 28, 2024, Valencia Produce order for 22 pallets (Order # 64179) to be delivered to non-party Rainbow Produce of Gainesville, Inc. instead of Valencia Produce.

40. Veneziano pocketed the cash received from Valencia Produce for the order (\$12,399), had the produce delivered to Valencia Produce, and then later altered non-party Rainbow Produce of Gainesville, Inc.'s records to reflect a zero balance on the altered invoice.

41. Through this manipulation, it was Plaintiffs, not non-party Rainbow Produce of Gainesville, who were harmed.

42. Veneziano would also accept orders, direct the customers to pay in cash, and then edit invoices and other internal records to reflect that the produce was unsuitable for sale and destroyed rather than delivered.

43. Veneziano would then receive the cash, retain it for personal use, and have the produce delivered, all the while Oakes Farm OP's internal records would show that the produce was marked as spoilage.

44. For example, on January 25, 2024, Veneziano altered the invoice for a December 5, 2023, purchase of 23 pallets of produce by Valencia Produce (Order # 62624), to be sent to the dump or destroyed, rather than properly delivered.

45. Veneziano embezzled the cash received for the order, had the produce delivered to Valencia Produce, and modified Oakes Farm OP's internal records to show that the produce was destroyed.

46. Similarly, Doug Specialties, a farmer's market in Pompano Beach, Florida, purchased produce from South Florida Produce on a recurring basis, and South Florida invoiced Doug Specialties for the sales.

47. In or around December 20, 2023, Veneziano directed the owner of Doug Specialties to pay the invoices to Veneziano in cash, which the customer obliged, and the proceeds of which Veneziano retained for his own personal use. Veneziano then instructed South Florida Produce management to modify South Florida Produce's internal accounting records to show a zero balance on the Doug Specialty invoices.

48. Upon Veneziano's departure from Oakes Farms and all Oakes Farms Entities in November 2024, South Florida Produce records showed a receivables balance of \$729,000 for Doug Specialties. South Florida Produce subsequently learned that Doug Specialties paid this balance in cash, but South Florida Produce never received any of the cash payment toward that balance.

49. Through this scheme of altering invoices, Veneziano stole millions of dollars from Plaintiffs, including approximately \$6.2 million from Oakes Farm OP alone between April 2023 and December 2024.

50. Veneziano's accounting record manipulation further makes it difficult to truly grasp how much he stole from Plaintiffs.

51. Based upon readily available data, Veneziano manipulated millions of dollars, with discrepancies continuing to be found by Plaintiffs.

52. Indeed, many millions of dollars more than continue to be investigated and uncovered, each of which Veneziano was the listed salesperson on almost all of these open invoices.

Veneziano Alters Plaintiffs' Internal Records to Hide his Fraud

53. The Oakes Farms Entities, including the Plaintiffs, utilized an enterprise resource planning software called "Famous."

54. Famous is a business management system that integrates into a single shared database the core processes of the Oakes Farms Entities, including finance, sales orders, product receipts, shipping, supply chain info, and growing operations including any manufacturing.

55. Through his position with the Oakes Farms Entities, Veneziano was able to manipulate the Famous system and freely alter sales orders without any oversight.

56. The Famous files show that Veneziano received product paid for by the Plaintiffs, subsequently sold the products, pocketed the cash received, and marked the products as paid without any documentation of the pricing or payment.

57. Veneziano then manipulated the Famous files cover his tracks and to further lack pricing details and were disabled in a way to prevent any accurate payment tracking. For example, during the period of January 1, 2024, to November 30, 2024, the Famous files reflect numerous shipments between \$30,000 and \$50,000 that were delivered, yet no payments were recorded for them.

58. Millions of dollars of produce was shipped with no valid record of invoicing or reconciliation.

59. For example, Veneziano—through his position with the Oakes Farms Entities—would direct Plaintiffs to purchase and pay for wholesale produce from a third-party vendor but would then divert the delivery of the produce to local retailers.

60. The local retailers then paid Veneziano in cash for the produce delivery, Veneziano altered Plaintiffs' internal records to show that the produce was received, and Veneziano pocketed the cash from the third-party retailer.

61. Between December 2023 and April 2024, Veneziano directed Oakes Farm OP to purchase tomatoes from a third-party tomato grower named Gargiulo for \$1,568,610.65. Veneziano then directed Gargiulo to deliver the tomatoes to Doug Specialties rather than Oakes Farm OP.

62. However, Veneziano pocketed the cash that Doug Specialties paid for the tomatoes, effectively having Oakes Farm OP purchase the tomatoes but allowing Veneziano to keep the proceeds.

63. There are missing cash receipts from various entities and corresponding deposits in or around that time frame into Veneziano's bank account.

64. Veneziano then deposited this cash into his personal bank accounts ending in 5031 and 1917, along with Veneziano Farms bank account ending in 6355.

65. Veneziano altered at least 283 invoices in the Famous system to conceal his theft and fraud, totaling at least \$4,212,581.34 in stolen funds.

Veneziano Caused Plaintiffs to Pay for Products Twice While Veneziano Pocketed the Proceeds

66. From at least June 3, 2024, through November 1, 2024, on a roughly weekly basis, Veneziano withdrew cash and directed a South Florida Produce employee to withdraw cash from South Florida Produce's bank accounts for wholesale tomato purchases from a third-party farmer, Heriberto Estrada ("Estrada"). Veneziano represented to Plaintiffs' employees that Estrada did not accept payment by check and, therefore, needed to be paid in cash.

67. In addition to having Plaintiffs' employees withdraw funds from South Florida Produce's account(s), Veneziano would pay Estrada and related parties with checks from Oakes Farm OP's bank accounts.

68. As a result, Veneziano would pocket the cash from South Florida Produce while Oakes Farms Entities were paying for the produce twice for the purchases from Estrada—once with the misappropriated cash withdrawals and a second time from the checks Veneziano directed to be cut from Oakes Farm OP.

69. Approximately \$960,000 in cash was withdrawn in connection with the Estrada tomato purchases between June 3, 2024, and November 1, 2024. For example, on July 11, 2024, Veneziano caused \$37,243.00 to be withdrawn from the South Florida Produce account in furtherance of this scheme. Similarly, on August 1, 2024, Veneziano caused an additional \$55,000.00 to be withdrawn from the South Florida Produce account under the guise of paying Estrada for tomatoes.

70. Veneziano deposited this cash into his personal bank accounts ending in 5031 and 1917, along with Veneziano Farms bank account ending in 6355.

71. In other words, Veneziano again directed Plaintiffs to pay for a product while he pocketed the proceeds.

b) Veneziano Forges Checks

72. After becoming the *de facto* executive for the Plaintiffs in 2020, Veneziano began forging checks to deposit Oakes Farms funds into Veneziano Farms' bank account.

73. Specifically, from May 1, 2020, till June 20, 2020, Veneziano issued four checks totaling \$607,000 from Oakes Farms account ending in 1080 to be

deposited into Veneziano Farms bank account. Veneziano then forged Oakes Farms authorized signatory on the checks.

74. These transfers were made without any discernible or legitimate business purpose.

75. Furthermore, between June 3, 2024, and October 23, 2024, Veneziano forged at least 29 checks, totaling \$7,687,241.87, from Oakes Farm OP's account ending in 8813.

76. These checks ranged from \$50,000 to \$1,000,000 and were issued to a variety of entities. While some of these checks may have been for legitimate business purposes, Veneziano's signed these checks without the proper authorization from Plaintiffs, which further demonstrates Veneziano's pattern of deceit.

77. Plaintiffs' authorized signatories never authorized Veneziano to use his signature

c) Veneziano Directly Deposited Millions of Dollars of Plaintiff's Funds into His Personal and Veneziano Farm Bank Accounts

78. Again exploiting his position and access to Plaintiffs' bank accounts, Veneziano transferred millions of dollars from Plaintiffs' company accounts to his personal and Veneziano Farms's bank accounts.

79. For example, on November 22, 2021, Veneziano wired \$995,000 from Oakes Farm's bank account into his personal bank account ending in 5031. This transfer was made without any discernible or legitimate business purpose.

80. Veneziano then immediately withdrew \$1,000,000 from the account ending in 5031. This transfer was made without any discernible or legitimate business purpose.

81. On December 30, 2021, Veneziano also transferred \$150,000 from Oakes Farm OP's account ending in 8808 to Veneziano Farms's account ending in 6355. This transfer was made without any discernible or legitimate business purpose.

82. Upon information and belief, Veneziano then transferred the funds from the Veneziano Farms account to his personal account or another entity's account over which Veneziano exercised control.

83. Also, on August 14, 2023, an Oakes Farms Entity account ending in 2991 received \$598,581.14. This amount then immediately left the account via separate wires for \$200,000 and \$398,581.13. Upon information and belief, these wires went to accounts held by Veneziano and Veneziano Farms.

84. Furthermore, between October 2023 through October 2024, Veneziano also transferred a total of \$1.7 million from South Florida Produce to his personal bank account, portraying these as purported investments or reimbursement payments. For example, on October 2, 2023, Veneziano caused the transfer of \$100,000 from South Florida Produce to his personal bank account, labeling it as an

“Investment in Veneziano.” This transfer was made without any discernible or legitimate business purpose.

85. Veneziano also wired roughly \$1,070,000 from company accounts directly to himself with vague memo descriptions like “reimbursement for cash purchase.”

86. Lest there be any confusion, Veneziano held no direct interest in Plaintiffs or any of the Oakes Farms Entities.

87. Veneziano was also not permitted to make any such investments *in himself* or to take such draws—to which Veneziano had no contractual entitlement. This was, quite simply, embezzlement of the worst kind.

88. This is, unfortunately, just the tip of the iceberg. As detailed above, Veneziano altered Plaintiffs’ internal records to hide his theft and fraud, and Plaintiffs continue to pick up the pieces and uncover even more schemes through which Veneziano utilized the Oakes Farms Entities as his personal piggy bank.

89. Plaintiffs are still in the process of reviewing its internal records to comprehend the full scope of Veneziano’s theft and fraud, and the forensic accounting and auditing remains ongoing.

d) Veneziano Paid for over a Half Million Dollars of Personal Expenses with Corporate Credit Cards

90. Veneziano also used his *de facto* Chief Executive position to use Plaintiffs’ credit cards, including South Florida Produce credit card accounts ending

in 4951, 5748 and 6054 (the “South Florida Produce Credit Cards”) to directly pay for many of his personal expenses, including expensive meals, high stakes gambling trips for him, his family, and his friends to Las Vegas, hotel rooms, purchases from Amazon.com, a deposit on a Tesla, and subscriptions to models on the adult website OnlyFans.

91. As with the previous clarification, Veneziano did not have permission to be expensing such personal expenses to the Oakes Farms Entities nor did Veneziano have any ownership interest in the Oakes Farms Entities that would permit him to take draws from the entities.

92. Veneziano’s personal expenses on the South Florida Produce Credit Cards totaled over \$500,000.

93. Veneziano’s personal travel expenses alone on the South Florida Produce Credit Cards totaled over \$177,000 from January 1, 2024, to November 1, 2024.

94. The South Florida Produce Credit Cards were paid for using company funds at the direction of Veneziano.

e) Veneziano Uses Plaintiffs’ Funds to Install Personal Cryptocurrency Mining Operation

95. At the end of 2022, Veneziano installed a personal cryptocurrency mining operation on Oakes Farm OP property located at 424 E. New Market Ave., Suite 5A, Immokalee, Fl 34142.

96. Veneziano funded the entirety of the installation with monies belonging to Oakes Farm OP.

97. Veneziano initially conducted the cryptocurrency mining operation from his home, but due to the significant electricity costs and needed investment in the mining operations expansion, Veneziano moved those operations to Oakes Farm OP's property so that Oakes Farm OP would pay for the utilities and investment costs while Veneziano reaped the cash reward.

98. To install the mining operation, Veneziano procured thousands of dollars in equipment, including computers, monitors, and cooling fans. Veneziano also hired a third-party electric company to upgrade and install proper outlets on the Oakes Farm OP premises, specifically in a refrigerated tomato storage cooler, to power the crypto mining equipment.

99. There was no benefit to Oakes Farm OP of this crypto mining equipment or the "improvements" made to facilitate it.

100. Veneziano was not authorized to pursue such activities.

101. Veneziano mined bitcoin and other cryptocurrencies, and Oakes Farm OP absorbed the cost of the operations.

102. Veneziano kept all of the proceeds from *his* cryptocurrency mining utilizing Oakes Farm OP's property and at Oakes Farm OP's expense.

103. Veneziano also converted a large sum of the funds stolen from Plaintiff into crypto currency.

g) Veneziano Pays Gambling Debts with Oakes Farms and Oakes Farm OP's Funds

104. Veneziano is a known habitual gambler.

105. Unfortunately for him, he was not a particularly good gambler. Veneziano owed more than \$600,000 to Vincent Cafone and Peter Seldin, members of an organized crime bookmaking operation in Broward County, Florida.

106. The Broward Sheriff's Office found that Veneziano was losing six-figure amounts in single weeks of sports betting.

107. In February 2024, Veneziano wired \$601,569 to pay down his gambling debt. At the same time Veneziano was paying over \$600,000 to his bookmakers, Oakes Farms Entities' accounts show large, unusual withdrawals and accounting entries that represent the source of the funds to pay Veneziano's gambling debts.

108. Specifically, South Florida Produce's bank records show that between October 1, 2023, and November 30, 2023, Veneziano wired or withdrew over \$755,000 from the South Florida Produce account ending in 7205 to either Veneziano's personal account or one of his entities' account.

109. These transfers were done to accumulate funds to pay Veneziano's gambling debts.

110. Veneziano's gambling debt was a clear financial pressure that likely drove Veneziano to steal even more aggressively from Plaintiffs.

h) Veneziano Finances a Personal Luxury Car Through South Florida Produce

111. On November 26, 2023, Veneziano also used his position to unilaterally use South Florida Produce funds to purchase, for his personal use, a brand new 2023 Lincoln Navigator, VIN 5LMJJ2TG9PEL12488 (the "Navigator") for \$138,152.49.

112. Veneziano financed, in South Florida Produce's name, \$133,152.69 of the Navigator purchase price for three years at an interest rate of 1.9%.

113. Therefore, assuming all payments are made, South Florida Produce will pay a total of approximately \$137,160 for the Navigator.

114. Veneziano had no authority to purchase such a vehicle for his personal use nor did Veneziano have a legal interest in South Florida Produce.

i) Veneziano Adds his Wife and Friends to the Payroll System

115. Veneziano also improperly added his wife and friends to the Oakes Farms Entities payroll.

116. Again, for the sake of clarity, though Veneziano worked himself into a Chief Executive role with Plaintiffs, Veneziano had no ownership interest in any of the Plaintiff entities.

117. Therefore, at bottom, any pay increases or hires needed to be properly authorized. However, these identified new hires were expressly done without authorization.

118. Veneziano used his position within the Oakes Farms Entities to add his wife, Amy Veneziano (“Amy”), and friends Michelle Yeomans (“Yeomans”) and Sarah Brown (“Brown”) to the South Florida Produce payroll so that they could receive a paycheck. Neither Amy, Yeomans, or Brown provided any services for South Florida Produce or any of the other Oakes Farms Entities.

119. Amy, Yeomans, and Brown each received over tens of thousands of “wages,” combined, from 2022 until 2024 from South Florida Produce for providing zero services.

120. Once more, Veneziano did not have authority from Plaintiffs to hire Amy, Yeomans, or Brown for any role.

j) Veneziano Lauanders the Stolen Funds by Purchasing Properties

121. Veneziano has purchased at least 43 Florida Properties between 2015 and 2022 (the “Properties”). The total invested in the Properties was \$3.3 million, which is more than 32 years of Veneziano’s original base salary. Clearly, the Properties were purchased with funds procured through Veneziano’s fraud and theft of Plaintiff’s funds.

122. The Properties include:

- 420 22nd Ave NE, Naples, Florida 34120;
- 1063 Countess Ave, Lehigh Acres, Florida 33974;
- 1859 Latham Dr, Lehigh Acres, Florida 33972;
- 1221 Ecstasy St E, Lehigh Acres, Florida 33974;
- 1219 Ecstasy St E, Lehigh Acres, Florida 33974;
- 1873 Murray St, Lehigh Acres, Florida 33972;
- 740 Chestnut St E, Lehigh Acres, Florida 33974;
- 6015 Olive Ave N, Lehigh Acres, Florida 33971;
- 2246/2248 Fairway Dr, Lehigh Acres, Florida 33973;
- 1115 Roosevelt Ave, Lehigh Acres, Florida 33936;
- 37 Diplomat Pkwy W, Cape Coral, Florida 33993;
- 6004 Sara Ave N, Lehigh Acres, Florida 33971;
- 734 Longbow Ln, Lehigh Acres, Florida 33972;
- 1830 League Ave, Lehigh Acres, Florida 33972;
- 500 Meadow Rd, Lehigh Acres, Florida 33973;
- 1206 SW 4th Ln, Cape Coral, Florida 33991;
- 1198 Dixie Ave, Lehigh Acres, Florida 33972;
- 433 Eisenhower Blvd, Lehigh Acres, Florida 33974;
- 2607 Irma Ave N, Lehigh Acres, Florida 33971;
- 854 Palomino St E, Lehigh Acres, Florida 33974;
- 5567 Tamarind Ridge Dr, Naples, Florida 34119;
- 325 Lownde Ave S, Lehigh Acres, Florida 33974;
- 327 Lownde Ave S, Lehigh Acres, Florida 33974;
- 2516/2518 Hawalaska St, Lehigh Acres, Florida 33973;
- 1139 Bayliss St E, Lehigh Acres, Florida 33974;
- 1155 Bayliss St E, Lehigh Acres, Florida 33974;
- 2815 21st SW, Lehigh Acres, Florida 33976;
- 2816 22nd St SW, Lehigh Acres, Florida 33976;
- 801 SW 2nd Ter, Cape Coral Florida 33991;
- 476/478 Bell Blvd S, Lehigh Acres, Florida 33974;
- 1018 SW 4th Ter, Cape Coral, Florida 33991;
- 2300 Hawalaska St, Lehigh Acres, Florida 33973;
- 903 Albert Ave, Lehigh Acres, Florida 33971;
- 2241/2243 Fairway Dr, Lehigh Acres, Florida 33973;
- 108 SW 34th Pl, Cape Coral, Florida 33991;
- 603 SW 8th Pl, Cape Coral, Florida 33991;
- 2520 SW 15th Ave, Cape Coral, Florida 33914;

- 1112 Raymond St E, Lehigh Acres, Florida 33974;
- 378/380 Bell Blvd S, Lehigh Acres, Florida 33974;
- 1121 Rachel St E, Lehigh Acres, Florida 33974;
- 2817 21st St SW, Lehigh Acres, Florida 33976; and
- 2814 22nd St SW, Lehigh Acres, Florida 33976.

123. Veneziano later sold the Properties for a profit, essentially “cleaning” the funds stolen from Plaintiffs.

124. For example, on or around October 24, 2024, Veneziano signed over power of attorney one of his most valuable properties (5567 Tamarind Ridge Dr, Naples, Florida 34119) to his attorney in Naples, Florida.

125. The Tamarind Ridge Dr property sold for \$4,100,000.

126. The proceeds from all Property sales then went to Veneziano or one of his entities, including Veneziano Farms.

III. Veneziano Uses Veneziano Farms and Veneziano Property Management, LLC to Facilitate and Perpetuate Theft from Plaintiffs

a. Comingling of Stolen Funds

127. Veneziano created various shell companies which he utilized to both facilitate and perpetrate theft from Oaks Farms, Oakes Farm OP, and South Florida Produce.

128. These companies include both Veneziano Farms and Veneziano Property Management.

129. On July 20, 2018, Veneziano created Veneziano Farms, LLC.

130. Veneziano and his wife Amy are the only members of Veneziano Farms, LLC.

131. Almost immediately, Veneziano began carrying out sophisticated schemes by interfering with Oakes Farms' accounting and delivery records to conceal his appropriation of millions of dollars of cash from Oakes Farms accounts within what appeared to be seemingly legitimate transactions.

132. This included Veneziano sending money to and from Veneziano Farms to Oakes Farm OP.

133. For example, from May 19, 2022, to July 14, 2022, Veneziano initiated seven transfers totaling \$4,251,260.59 from Oakes Farm OP's account ending in 8813 to Veneziano Farms bank account ending in 8601.

134. From November 18, 2021, to August 24, 2022, Veneziano initiated fifty-one transfers totaling \$6,240,867.50 from Oakes Farm OP to Veneziano Farm's bank account ending in 8601.

135. Additionally, two checks totaling \$675,000.00 were issued to Oakes Farm OP from Veneziano Farms on October 29, 2021, and June 16, 2022.

136. Furthermore, from August 25, 2023, till November of 2024, seven checks totaling \$720,085.39 was paid from Oakes Farms Entities to Veneziano Farms.

137. There was no legitimate business reason for these transfers or checks. Veneziano was using Veneziano Farms to assist in his fraud and theft by using it as a conduit to facilitate money in and out of Plaintiffs' bank accounts.

138. Veneziano had no approval for any of the transfer from Plaintiffs' bank accounts to Veneziano Farms.

139. Upon information and belief, there are many more fraudulent transfers via Veneziano Farms. As noted above, however, given the level to which Veneziano went to embezzle funds from Plaintiffs, Plaintiffs and their forensic accountants and auditors continue to locate more funds secreted by Veneziano.

b. Veneziano Then Sends Stolen Funds to Veneziano Property Management to Buy Properties

140. Veneziano, along with his wife Amy, created Veneziano Property Management on May 5, 2021.

141. Veneziano exercised total control over Veneziano Property Management.

142. Upon information and belief, Veneziano transferred funds stolen from Plaintiff into Veneziano Property Management's bank account for the express purpose of purchasing real properties.

143. Veneziano Property Management then used the funds stolen from Plaintiffs to purchase the following five real properties (collectively the "Veneziano Property Management Properties"):

- On May 17, 2021, Veneziano, through Veneziano Property Management, purchased the real property located at 108 SW 34th Pl., Cape Coral, Florida 33991 for \$315,000,
- On May 28, 2021, Veneziano, through Veneziano Property Management, purchased the real property located at 603 SW 8th Pl., Cape Coral, Florida 33991 for \$214,250,
- On September 17, 2021, Veneziano, through Veneziano Property Management, purchased the real property located at 2520 SW 15th Ave., Cape Coral, Florida 33914 for \$194,700,
- On February 28, 2022, Veneziano, through Veneziano Property Management, purchased the real property located at 378/380 Bell Blvd., S Lehigh Acres, Florida 33974 for \$20,000, and
- On March 14, 2022, Veneziano, through Veneziano Property Management, purchased the real property located at 1121 Rachel St., E Lehigh Acres, Florida 33974 for \$12,800.

144. Veneziano Property Management later sold the Veneziano Property Management Properties for a profit, essentially “cleaning” the funds stolen from Plaintiffs.

145. Upon information and belief, Veneziano Property Management then transferred the proceeds from the sale of the Veneziano Property Management Properties to Veneziano.

146. At all relevant times, Veneziano exercised complete domination and control over Veneziano Farms and Veneziano Property Management.

147. Veneziano commingled his personal funds with both Veneziano Farms and Veneziano Property Management, failed to observe corporate formalities, undercapitalized the entities, and used their accounts for personal gain.

148. Veneziano created, operated, and used the Entity Defendants for the improper purpose of facilitating and concealing his fraudulent schemes against Plaintiffs, including diverting Plaintiffs' funds and assets through the Entity Defendants' bank accounts and records.

149. Veneziano used both Veneziano Farms and Veneziano Property Management to perpetrate fraud, to mislead Plaintiffs, and to avoid personal liability for his wrongful acts, including but not limited to:

- a) Filtering stolen funds through Veneziano Farms and Veneziano Property Management, LLC to disguise personal enrichment as legitimate business transactions;
- b) Transferring Plaintiffs' funds to and from Veneziano Farms and Veneziano Property Management;
- c) Using Veneziano Farms and Veneziano Property Management to hold and launder real property, equipment, and funds misappropriated from Plaintiffs.

150. Both Veneziano Farms and Veneziano Property Management were mere alter egos of Veneziano, dominated and controlled by him to such an extent that adherence to the fiction of their separate corporate existence would sanction fraud, promote injustice, and shield Veneziano from liability for his wrongful acts.

151. Accordingly, both Veneziano Farms and Veneziano Property Management should be held jointly and severally liable for all damages and equitable relief arising from the wrongful conduct alleged herein.

CONDITIONS PRECEDENT

152. All conditions precedent to this action have been performed, waived, excused, or otherwise satisfied.

153. To prosecute this action, Plaintiffs have retained the undersigned counsel and are obligated to pay undersigned counsel a reasonable fee for their services.

**COUNT I – FRAUDULENT MISREPRESENTATION
(Oakes Farms against Veneziano)**

154. Oakes Farms realleges paragraphs 1–153 as if fully set forth herein.

155. Veneziano knowingly made multiple false statements concerning material facts to Oakes Farms and engaged in deceptive acts and omissions, including altering accounting records, falsifying invoices, concealing outstanding receivables, and misrepresenting the purpose of transfers including but not limited to:

- a) Altering Oakes Farms accounting records to misrepresent that receivables from customers were satisfied;

- b) Misrepresenting to Oakes Farms employees that the Company's principals had authorized the cryptocurrency mining operation installed with Oakes Farms funds, when no such authorization was given;
- c) Mischaracterizing transfers from Oakes Farms bank accounts to Veneziano's personal bank accounts and Veneziano Farm's bank accounts as legitimate business transactions when they were not;
- d) Misrepresenting personal credit card charges as legitimate business expenses; and
- e) Misrepresenting his pay on Oakes Farms' payroll system.

156. Veneziano made these false representations with knowledge of their falsity and with the intent that Oakes Farms would rely upon them.

157. Oakes Farm reasonably relied on Veneziano's representations and omissions by permitting him to continue exercising authority over company funds, accounts, and assets.

158. As a direct and proximate result of such reliance, Oakes Farms suffered damages of approximately \$12,500,000 but in an amount to be proven at trial.

WHEREFORE, Plaintiff Oakes Farms Inc., demands judgment against Defendant Veneziano for damages, including interest, costs, and such other relief as this Court deems just and proper.

COUNT II – FRAUDULENT MISREPRESENTATION

(Oakes Farm OP against Veneziano)

159. Oakes Farm OP realleges paragraphs 1–153 as if fully set forth herein.

160. Defendant Veneziano knowingly made multiple false statements concerning material facts to Oakes Farm OP and engaged in deceptive acts and omissions, including altering accounting records, falsifying invoices, concealing outstanding receivables, and misrepresenting the purpose of transfers including but not limited to:

- a) Altering Oakes Farm OP’s accounting records to misrepresent that receivables from Valencia Produce, Doug Specialties, and others were satisfied;
- b) Falsely representing that cash withdrawals from Oakes Farm OP’s accounts were necessary for cash payments to customers, when Veneziano retained the cash for his own use;
- c) Misrepresenting to Oakes Farm OP’s employees that the Company’s principals had authorized the cryptocurrency mining operation installed with Oakes Farm OP’s funds and Oakes Farm OP’s property, when no such authorization was given;
- d) Mischaracterizing transfers from Oakes Farm OP’s bank accounts to Veneziano’s personal bank accounts and Veneziano Farm’s bank accounts as legitimate business transactions when they were not;

- e) Misrepresenting personal credit card charges as legitimate business expenses; and
- f) Misrepresenting his pay on Oakes Farm OP's payroll system.

161. Veneziano made these false representations with knowledge of their falsity and with the intent that Oakes Farm OP rely upon them.

162. Oakes Farm OP reasonably relied on Veneziano's representations and omissions by permitting him to continue exercising authority over company funds, accounts, and assets.

163. As a direct and proximate result of such reliance, Oakes Farm OP suffered damages of approximately \$12,500,000 but in an amount to be proven at trial.

WHEREFORE, Plaintiff Oakes Farm OP, LLC demands judgment against Defendant Veneziano for damages, including interest, costs, and such other relief as this Court deems just and proper.

**COUNT III – FRAUDULENT MISREPRESENTATION
(South Florida Produce against Veneziano)**

164. South Florida Produce reallege paragraphs 1–153 as if fully set forth herein.

165. Defendant Veneziano knowingly made multiple false statements concerning material facts to South Florida Produce and engaged in deceptive acts

and omissions, including altering accounting records, falsifying invoices, concealing outstanding receivables, and misrepresenting the purpose of transfers including but not limited to:

- a) Altering South Florida Produce's accounting records to misrepresent that receivables from Valencia Produce, Doug Specialties and others were satisfied;
- b) Falsely representing that cash withdrawals from South Florida Produce accounts were necessary for cash payments to Estrada, when in fact Veneziano retained the cash for his own use;
- c) Mischaracterizing transfers from South Florida Produce's bank accounts to Veneziano's personal bank accounts and Veneziano Farm's bank accounts as legitimate business transactions when they were not;
- d) Misrepresenting personal credit card charges on the South Florida Produce Credit Cards as legitimate business expenses;
- e) Misrepresenting that the Navigator was purchased for legitimate business purposes;
- f) Misrepresenting his pay on South Florida Produce's payroll system; and
- g) Misrepresenting his wife, Yeomans, and Brown as employees on South Florida Produce's payroll system.

166. Veneziano made these false representations with knowledge of their falsity and with the intent that South Florida Produce to rely upon them.

167. South Florida Produce reasonably relied on Veneziano's representations and omissions by permitting him to continue exercising authority over company funds, accounts, and assets.

168. As a direct and proximate result of such reliance, South Florida Produce suffered damages of approximately \$12,500,000 but in an amount to be proven at trial.

WHEREFORE, Plaintiff South Florida Produce, LLC demands judgment against Defendant Veneziano for damages, including interest, costs, and such other relief as this Court deems just and proper.

**COUNT IV – CONVERSION
(Oakes Farms against Veneziano)**

169. Oakes Farms realleges paragraphs 1–153 as if sully set forth herein.

170. Oakes Farms had ownership rights and/or superior right of possession to certain property, including but not limited to:

- a) Funds belonging to Oakes Farms received from customers in the form of cash receivables;
- b) Cryptocurrency mining equipment purchased with funds stolen from Oakes Farms;

c) Bitcoin and other cryptocurrencies purchased with funds stolen from Oakes Farms; and

d) Company funds charged to Oakes Farms credit cards issued to Veneziano that were used to pay for personal expenses.

171. Veneziano wrongfully exercised dominion and control over this property by diverting Oakes Farms funds, transferring ownership, using company assets for his personal benefit, and retaining possession of property purchased with Oakes Farms funds.

172. Veneziano's conduct was unauthorized and inconsistent with Oakes Farm's ownership rights.

173. As a direct and proximate result, Oakes Farms has been deprived of their property and suffered damages in an amount to be proven at trial.

WHEREFORE, Oakes Farms, Inc. demands judgment against Defendant Veneziano for damages in the value of the converted property together with prejudgment interest, costs, and such other relief as this Court deems proper.

**COUNT V – CONVERSION
(Oakes Farm OP against Veneziano)**

174. Oakes Farm OP realleges paragraphs 1–153 as if sully set forth herein.

175. Oakes Farm OP had ownership rights and/or superior right of possession to certain property, including but not limited to:

- a) Funds belonging to Oakes Farm OP received from Valencia Produce and other customers in the form of cash receivables;
- b) Cryptocurrency mining equipment purchased with funds stolen from Oakes Farm OP, and any resulting cryptocurrency proceeds;
- c) Bitcoin and other cryptocurrencies purchased with funds stolen from Oakes Farm OP; and
- d) Company funds charged to Oakes Farm OP's credit cards issued to Veneziano that were used to pay for personal expenses.

176. Veneziano wrongfully exercised dominion and control over this property by diverting Oakes Farm OP's funds, transferring ownership, using company assets for his personal benefit, and retaining possession of property purchased with Oakes Farm OP's funds.

177. Veneziano's conduct was unauthorized and inconsistent with Oakes Farm OP's ownership rights.

178. As a direct and proximate result, Oakes Farm OP has been deprived of their property and suffered damages in an amount to be proven at trial.

WHEREFORE, Oakes Farm OP, LLC demands judgment against Defendant Veneziano for damages in the value of the converted property together with prejudgment interest, costs, and such other relief as this Court deems proper.

**COUNT VI – CONVERSION
(South Florida Produce against Veneziano)**

179. South Florida Produce realleges paragraphs 1–153 as if fully set forth herein.

180. South Florida Produce had ownership rights and/or superior right of possession to certain property, including but not limited to:

- a) Funds belonging to South Florida Produce received from Valencia Produce and other customers in the form of cash receivables;
- b) Cryptocurrency mining equipment purchased with funds stolen from Oakes Farm OP, and any resulting cryptocurrency proceeds;
- c) The Navigator purchased for approximately \$138,152 with South Florida Produce funds;
- d) Funds belonging to South Florida Produce in the amount of approximately \$1.7 million, transferred by Defendant Veneziano into his personal bank account between October 2023 and November 2024;
- e) Funds belonging to South Florida Produce in the amount of approximately \$960,000 withdrawn from company accounts under the false pretense of paying Estrada;
- f) Bitcoin and other cryptocurrencies purchased with funds stolen from South Florida Produce; and
- g) Company funds charged to the South Florida Produce Credit Cards issued to Veneziano that were used to pay for personal expenses.

181. Veneziano wrongfully exercised dominion and control over this property by diverting South Florida Produce's funds, transferring ownership, using company assets for his personal benefit, and retaining possession of property purchased with South Florida Produce' funds.

182. Veneziano's conduct was unauthorized and inconsistent with South Florida Produce's ownership rights.

183. As a direct and proximate result, South Florida Produce has been deprived of their property and suffered damages in an amount to be proven at trial.

WHEREFORE, South Florida Produce, LLC demands judgment against Defendant Veneziano for damages in the value of the converted property together with prejudgment interest, costs, and such other relief as this Court deems proper.

**COUNT VII – BREACH OF FIDUCIARY DUTY
(Oakes Farms against Veneziano)**

184. Oakes Farms realleges paragraphs 1–153 as if sully set forth herein.

185. At all relevant times, Defendant Veneziano held positions of trust and responsibility within Oakes Farms, including acting as Oakes Farms *de facto* president and Chief Executive.

186. Veneziano owed fiduciary duties to Oakes Farms, including but not limited to:

- a) The duty of loyalty, requiring him to put the interests of Oakes Farms above his own personal interests;

- b) The duty of care, requiring Veneziano to manage Oakes Farms corporate assets and affairs prudently and in good faith;
- c) The duty of full disclosure, requiring him to be truthful and transparent about transactions affecting Oakes Farms; and
- d) The duty to refrain from self-dealing and usurping corporate opportunities.

187. Veneziano breached his fiduciary duties by engaging in intentional misconduct and self-dealing, including but not limited to:

- a) Misappropriating millions of dollars in Oakes Farms funds by altering accounting records to conceal outstanding receivables and diverting cash payments from third-party retailers;
- b) Directing Oakes Farms and other companies to purchase produce from vendors, while diverting delivery to other retailers and pocketing the resulting cash payments;
- c) Ordering cash withdrawals under the false pretense of paying a vendor, when in fact Veneziano retained the cash for himself;
- d) Using Oakes Farms credit cards issued for business purposes to charge for more than \$500,000 in personal expenses, including luxury travel, extravagant dining, gambling, and OnlyFans subscriptions;

- e) Establishing and operating a personal cryptocurrency mining operation using Oakes Farms funds and resources to mine the cryptocurrency, while retaining all proceeds for himself; and
- f) Concealing his fraudulent activity from Plaintiffs by misrepresenting that is conduct was authorized or legitimate.

188. Veneziano's actions were intentional, fraudulent, and undertaken in reckless disregard of Oakes Farm's rights and interests.

189. As a direct and proximate result of Veneziano's breaches of fiduciary duty, Oakes Farms has suffered damages of approximately \$12,500,000, including but not limited to lost funds diverted receivables, unauthorized expenses, and property wrongfully retained by Veneziano in an amount to be proven at trial.

WHEREFORE, Oakes Farms, Inc. demands judgment against Veneziano for damages, together with equitable relief including the imposition of a constructive trust over assets wrongfully obtained, restitution, disgorgement of profits, interest, costs, and such other relief as this Court deems just and proper.

**COUNT VIII – BREACH OF FIDUCIARY DUTY
(Oakes Farm OP against Veneziano)**

190. Oakes Farm OP realleges paragraphs 1–153 as if sully set forth herein.

191. At all relevant times, Defendant Veneziano held positions of trust and responsibility within Oakes Farm OP, including acting as Oakes Farm OP's *de facto* president and Chief Executive.

192. Veneziano owed fiduciary duties to Oakes Farm OP, including but not limited to:

- a) The duty of loyalty, requiring him to put the interests of Oakes Farm OP above his own personal interests;
- b) The duty of care, requiring Veneziano to manage Oakes Farm OP's corporate assets and affairs prudently and in good faith;
- c) The duty of full disclosure, requiring him to be truthful and transparent about transactions affecting Oakes Farm OP; and
- d) The duty to refrain from self-dealing and usurping corporate opportunities.

193. Veneziano breached his fiduciary duties by engaging in intentional misconduct and self-dealing, including but not limited to:

- a) Misappropriating millions of dollars in Oakes Farm OP's funds by altering accounting records to conceal outstanding receivables and diverting cash payments from third-party retailers;
- b) Directing Oakes Farm OP and other companies to purchase produce from vendors, while diverting delivery to other retailers and pocketing the resulting cash payments;
- c) Ordering cash withdrawals under the false pretense of paying a vendor, when in fact Veneziano retained the cash for himself;

- d) Using Oakes Farms credit cards issued for business purposes to charge for more than \$500,000 in personal expenses, including luxury travel, extravagant dining, gambling, and OnlyFans subscriptions;
- e) Establishing and operating a personal cryptocurrency mining operation using Oakes Farms funds and resources to mine the cryptocurrency, while retaining all proceeds for himself; and
- f) Concealing his fraudulent activity from Plaintiffs by misrepresenting that is conduct was authorized or legitimate.

194. Veneziano's actions were intentional, fraudulent, and undertaken in reckless disregard of Oakes Farm's rights and interests.

195. As a direct and proximate result of Veneziano's breaches of fiduciary duty, Oakes Farms has suffered damages of approximately \$12,500,000, including but not limited to lost funds diverted receivables, unauthorized expenses, and property wrongfully retained by Veneziano in an amount to be determined at trial.

WHEREFORE, Oakes Farm OP, LLC demands judgment against Veneziano for damages, together with equitable relief including the imposition of a constructive trust over assets wrongfully obtained, restitution, disgorgement of profits, interest, costs, and such other relief as this Court deems just and proper.

**COUNT IX – BREACH OF FIDUCIARY DUTY
(South Florida Produce against Veneziano)**

196. South Florida Produce realleges paragraphs 1–153 as if fully set forth herein.

197. At all relevant times, Defendant Veneziano held positions of trust and responsibility within South Florida Produce, including serving as *de facto* president and chief executive officer of South Florida Produce.

198. Veneziano owed fiduciary duties to South Florida Produce, including but not limited to:

- a) The duty of loyalty, requiring him to put the interests of South Florida Produce above his own personal interests;
- b) The duty of care, requiring Veneziano to manage South Florida Produce corporate assets and affairs prudently and in good faith;
- c) The duty of full disclosure, requiring him to be truthful and transparent about transactions affecting South Florida Produce; and
- d) The duty to refrain from self-dealing and usurping corporate opportunities.

199. Veneziano breached his fiduciary duties by engaging in intentional misconduct and self-dealing, including but not limited to:

- a) Misappropriating millions of dollars in South Florida Produce’s funds by altering accounting records to conceal outstanding receivables and diverting cash payments from third-party retailers;

- b) Directing South Florida Produce and other companies to purchase produce from vendors, while diverting delivery to other retailers and pocketing the resulting cash payments;
- c) Ordering nearly \$1 million in cash withdrawals under the false pretense of paying a vendor, when in fact Veneziano retained the cash for himself;
- d) Transferring \$1.7 million from South Florida Produce to Veneziano's personal bank accounts under false pretenses such as "Investment in Veneziano";
- e) Purchasing a 2023 Lincoln Navigator for his exclusive personal use with funds of South Florida Produce;
- f) Using South Florida Produce's credit cards issued for business purposes to charge for more than \$500,000 in personal expenses, including luxury travel, extravagant dining, gambling, and OnlyFans subscriptions;
- g) Establishing and operating a personal cryptocurrency mining operation using South Florida Produce and resources to mine the cryptocurrency, while retaining all proceeds for himself; and
- h) Concealing his fraudulent activity from Plaintiffs by misrepresenting that his conduct was authorized or legitimate.

200. Veneziano's actions were intentional, fraudulent, and undertaken in reckless disregard of Oakes Farm's rights and interests.

201. As a direct and proximate result of Veneziano's breaches of fiduciary duty, South Florida Produce has suffered damages of approximately \$12,500,000, including but not limited to lost funds diverted receivables, unauthorized expenses, and property wrongfully retained by Veneziano in an amount to be determined at trial.

WHEREFORE, South Florida Produce, LLC demands judgment against Veneziano for damages, together with equitable relief including the imposition of a constructive trust over assets wrongfully obtained, restitution, disgorgement of profits, interest, costs, and such other relief as this Court deems just and proper.

**COUNT X – UNJUST ENRICHMENT AND EQUITABLE LIEN
(Oakes Farms against Veneziano)
(In the alternative to Count I)**

202. Oakes Farms realleges paragraphs 1–153 as if fully set forth herein.

203. Oakes Farms conferred benefits upon Veneziano by providing funds, assets, equipment, and other property.

204. Veneziano knowingly accepted and retained these benefits under circumstances that make it inequitable for them to do so without compensating Oakes Farms.

205. As a direct and proximate result. Oakes Farms has been damaged of approximately \$12,500,000 but in an amount to be determined at trial.

206. Veneziano also occupied positions of trust and had a fiduciary responsibility within Oakes Farms and had access to and control over Oakes Farms' financial accounts and assets.

207. By virtue of his fiduciary role, Veneziano owed Oakes Farms duties of loyalty, honesty, and full disclosure.

208. Veneziano abused this position of trust and confidence to misappropriate millions of dollars of Oakes Farms' funds and to acquire assets for his personal benefit.

209. Veneziano used Oakes Farms' funds to purchase or otherwise obtain identifiable property and assets, including but not limited to:

- a) Funds diverted from Oakes Farms accounts to Veneziano's personal accounts and Veneziano Farms' account.
- b) Cryptocurrency, including bitcoin, and proceeds of cryptocurrency mining conducted with equipment purchased by Oaks Farms.

210. Veneziano continues to possess, control, or benefit from these assets and their proceeds.

211. Equity regards Veneziano as holding the above-described assets in a constructive trust for Oakes Farms, as it would be inequitable for Veneziano to retain the benefit of property obtained through fraud, theft, and abuse of confidence.

212. Oakes Farms is entitled to the imposition of a constructive trust or, in the alternative, an equitable lien over the assets wrongfully acquired by Veneziano, in order to ensure restitution to Oakes Farms and to prevent Veneziano's unjust enrichment.

WHEREFORE, Plaintiff Oakes Farms, Inc. demands judgment against Veneziano for restitution, disgorgement of benefits, interest, costs, for this court to impose a constructive trust over the cryptocurrency proceeds, crypto mining equipment, and all other assets acquired with Oakes Farms' funds, impose an equitable lien upon such property to secure Oakes Farms' interest therein, order Veneziano to transfer possession of such assets or traceable proceeds to Oakes Farms, and such other relief as this court deems just and proper.

**COUNT XI – UNJUST ENRICHMENT AND EQUITABLE LIEN
(Oakes Farm OP against Veneziano)
(In the alternative to Count II)**

213. Oakes Farm OP realleges paragraphs 1–153 as if sully set forth herein.

214. Oakes Farm OP conferred benefits upon Veneziano by providing funds, assets, vehicles, equipment, and other property.

215. Veneziano knowingly accepted and retained these benefits under circumstances that make it inequitable for them to do so without compensating Oakes Farm OP.

216. As a direct and proximate result, Oakes Farm OP has been damaged of approximately \$12,500,000 but in an amount to be determined at trial.

217. Veneziano also occupied positions of trust and had a fiduciary responsibility within Oakes Farm OP and had access to and control over Oakes Farm OP's financial accounts and assets.

218. By virtue of his fiduciary role, Veneziano owed Oakes Farm OP duties of loyalty, honesty, and full disclosure.

219. Veneziano abused this position of trust and confidence to misappropriate millions of dollars of Oakes Farm OP's funds and to acquire assets for his personal benefit.

220. Veneziano used Oakes Farm OP's funds to purchase or otherwise obtain identifiable property and assets, including but not limited to:

- a) Funds diverted from Oakes Farm OP's accounts to Veneziano's personal accounts and Veneziano Farms' account.
- b) Cryptocurrency, including bitcoin, and proceeds of cryptocurrency mining conducted with equipment purchased by Oaks Farm OP.

221. Veneziano continues to possess, control, or benefit from these assets and their proceeds.

222. Equity regards Veneziano as holding the above-described assets in a constructive trust for Oakes Farm OP, as it would be inequitable for Veneziano to retain the benefit of property obtained through fraud, theft, and abuse of confidence.

223. Oakes Farm OP is entitled to the imposition of a constructive trust or, in the alternative, an equitable lien over the assets wrongfully acquired by Veneziano, in order to ensure restitution to Oakes Farm OP and to prevent Veneziano's unjust enrichment.

WHEREFORE, Plaintiff Oakes Farm OP, LLC demands judgment against Veneziano for restitution, disgorgement of benefits, interest, costs, for this court to impose a constructive trust over the cryptocurrency proceeds, crypto mining equipment, and all other assets acquired with Oakes Farm OP funds, impose an equitable lien upon such property to secure Oakes Farm OP's interest therein, order Veneziano to transfer possession of such assets or traceable proceeds to Oakes Farm OP, and such other relief as this court deems just and proper.

**COUNT XII – UNJUST ENRICHMENT AND EQUITABLE LIEN
(South Florida Produce against Veneziano)
(In the alternative to Count III)**

224. South Florida Produce realleges paragraphs 1–153 as if sully set forth herein.

225. South Florida Produce conferred benefits upon Veneziano by providing funds, assets, vehicles, equipment, and other property.

226. Veneziano knowingly accepted and retained these benefits under circumstances that make it inequitable for them to do so without compensating South Florida Produce.

227. As a direct and proximate result. South Florida Produce has been damaged of approximately \$12,500,000 but in an amount to be determined at trial.

228. Veneziano also occupied positions of trust and had a fiduciary responsibility within South Florida Produce and had access to and control over South Florida Produce's financial accounts and assets.

229. By virtue of his fiduciary role, Veneziano owed South Florida Produce duties of loyalty, honesty, and full disclosure.

230. Veneziano abused this position of trust and confidence to misappropriate millions of dollars of South Florida Produce's funds and to acquire assets for his personal benefit.

231. Veneziano used South Florida Produce's funds to purchase or otherwise obtain identifiable property and assets, including but not limited to:

- a) The Navigator;
- b) Funds diverted from South Florida's accounts to Veneziano's personal accounts and Veneziano Farms' account; and

c) Cryptocurrency, including bitcoin, and proceeds of cryptocurrency mining conducted with equipment purchased by South Florida Produce.

232. Veneziano continues to possess, control, or benefit from these assets and their proceeds.

233. Equity regards Veneziano as holding the above-described assets in a constructive trust for South Florida Produce, as it would be inequitable for Veneziano to retain the benefit of property obtained through fraud, theft, and abuse of confidence.

234. South Florida Produce is entitled to the imposition of a constructive trust or, in the alternative, an equitable lien over the assets wrongfully acquired by Veneziano, in order to ensure restitution to Oakes Farms and to prevent Veneziano's unjust enrichment.

WHEREFORE, Plaintiff South Florida Produce, LLC, demands judgment against Veneziano for restitution, disgorgement of benefits, interest, costs, for this court to impose a constructive trust over the cryptocurrency proceeds, crypto mining equipment, and all other assets acquired with South Florida Produce's funds, impose an equitable lien upon such property to secure South Florida Produce's interest therein, order Veneziano to transfer possession of such assets or traceable proceeds to South Florida Produce, and such other relief as this court deems just and proper.

**COUNT XIII – VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR
TRADE PRACTICES ACT**

(Oakes Farms against Veneziano)

235. Oakes Farms realleges paragraphs 1–153 as if fully set forth herein.

236. Veneziano engaged in trade and commerce as the *de facto* chief executive for the Oakes Farms Entities.

237. The Florida Deceptive and Unfair Practices Act (“FDUTPA”) prohibits persons from engaging in “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.204.

238. Oakes Farms is a consumer as defined by Florida Statutes Section 501.203.¹

239. Veneziano’s conduct constitutes unfair and deceptive trade practices under FDUTPA.

240. Specifically, Veneziano’s conduct was “unfair”, “deceptive,” and/or “unconscionable” in the conduct of trade and/or commerce in the following ways:

- a) Altering Oakes Farms accounting records to misrepresent that receivables from customers were satisfied;

¹ “‘Consumer’ means an individual; child, by and through its parent or legal guardian; business; firm; association; joint venture; partnership; estate; trust; business trust; syndicate; fiduciary; corporation; any commercial entity, however denominated; or any other group or combination.” § 501.203(7), Fla. Stat.

- b) Misrepresenting to Oakes Farms employees that the Company's principals had authorized the cryptocurrency mining operation installed with Oakes Farms funds, when no such authorization was given;
- c) Mischaracterizing transfers from Oakes Farms bank accounts to Veneziano's personal bank accounts and Veneziano Farm's bank accounts as legitimate business transactions when they were not;
- d) Misrepresenting personal credit card charges as legitimate business expenses; and
- e) Misrepresenting his pay on Oakes Farms' payroll system.

241. As a result of Veneziano's unfair, deceptive, and/or unconscionable practices in the conduct of trade and/or commerce, Oakes Farms has been aggrieved and has suffered damages of approximately \$12,500,000, including but not limited to lost funds diverted receivables, unauthorized expenses, and property wrongfully retained by Veneziano in an amount to be determined at trial.

242. Oakes Farms is entitled to actual damages and all other relief allowable under the FDUTPA, including the recovery of costs and reasonable attorneys' fees in pursuing these claims.

WHEREFORE, Plaintiff Oakes Farms, Inc. demands judgment against Defendant Veneziano for damages, together with prejudgment interest, attorneys' fees, costs, and such other relief as this Court deems proper.

**COUNT XIV – VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR
TRADE PRACTICES ACT
(Oakes Farm OP against Veneziano)**

243. Oakes Farm OP realleges paragraphs 1–153 as if fully set forth herein.

244. Veneziano engaged in trade and commerce as the *de facto* chief executive for the Oakes Farms Entities.

245. FDUTPA prohibits persons from engaging in “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.204.

246. Oakes Farm OP is a consumer as defined by Florida Statutes Section 501.203.²

247. Veneziano’s conduct constitutes unfair and deceptive trade practices under FDUTPA.

248. Specifically, Veneziano’s conduct was “unfair”, “deceptive,” and/or “unconscionable” in the conduct of trade and/or commerce in the following ways:

- a) Altering Oakes Farm OP’s accounting records to misrepresent that receivables from Valencia Produce, Doug Specialties, and others were satisfied;

² “‘Consumer’ means an individual; child, by and through its parent or legal guardian; business; firm; association; joint venture; partnership; estate; trust; business trust; syndicate; fiduciary; corporation; any commercial entity, however denominated; or any other group or combination.” § 501.203(7), Fla. Stat.

- b) Falsely representing that cash withdrawals from Oakes Farm OP's accounts were necessary for cash payments to customers, when Veneziano retained the cash for his own use;
- c) Misrepresenting to Oakes Farm OP's employees that the Company's principals had authorized the cryptocurrency mining operation installed with Oakes Farm OP's funds and Oakes Farm OP's property, when no such authorization was given;
- d) Mischaracterizing transfers from Oakes Farm OP's bank accounts to Veneziano's personal bank accounts and Veneziano Farm's bank accounts as legitimate business transactions when they were not;
- e) Misrepresenting personal credit card charges as legitimate business expenses; and
- f) Misrepresenting his pay on Oakes Farm OP's payroll system.

249. As a result of Veneziano's unfair, deceptive, and/or unconscionable practices in the conduct of trade and/or commerce, Oakes Farm OP has been aggrieved and has suffered damages of approximately \$12,500,000, including but not limited to the embezzled funds, unauthorized expenses, and property wrongfully retained by Veneziano in an amount to be determined at trial.

250. Oakes Farm OP is entitled to actual damages and all other relief allowable under the FDUTPA, including the recovery of costs and reasonable attorneys' fees in pursuing these claims.

WHEREFORE, Plaintiff Oakes Farm OP demands judgment against Defendant Veneziano for damages, together with prejudgment interest, attorneys' fees, costs, and such other relief as this Court deems proper.

**COUNT XV – VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR
TRADE PRACTICES ACT
(South Florida Produce against Veneziano)**

251. South Florida Produce realleges paragraphs 1–153 as if fully set forth herein.

252. Veneziano engaged in trade and commerce as the *de facto* chief executive for the Oakes Farms Entities.

253. FDUTPA prohibits persons from engaging in “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.204.

254. South Florida Produce is a consumer as defined by Florida Statutes Section 501.203.³

³ “‘Consumer’ means an individual; child, by and through its parent or legal guardian; business; firm; association; joint venture; partnership; estate; trust; business trust; syndicate; fiduciary; corporation; any commercial entity, however denominated; or any other group or combination.” § 501.203(7), Fla. Stat.

255. Veneziano's conduct constitutes unfair and deceptive trade practices under FDUTPA.

256. Specifically, Veneziano's conduct was "unfair", "deceptive," and/or "unconscionable" in the conduct of trade and/or commerce in the following ways:

- a) Altering South Florida Produce's accounting records to misrepresent that receivables from Valencia Produce, Doug Specialties and others were satisfied;
 - b) Falsely representing that cash withdrawals from South Florida Produce accounts were necessary for cash payments to Estrada, when in fact Veneziano retained the cash for his own use;
 - c) Mischaracterizing transfers from South Florida Produce's bank accounts to Veneziano's personal bank accounts and Veneziano Farm's bank accounts as legitimate business transactions when they were not;
 - d) Misrepresenting personal credit card charges on the South Florida Produce Credit Cards as legitimate business expenses;
 - e) Misrepresenting that the Navigator was purchased for legitimate business purposes;
 - f) Misrepresenting his pay on South Florida Produce's payroll system;
- and

g) Misrepresenting his wife, Yeomans, and Brown as employees on South Florida Produce's payroll system.

257. As a result of Veneziano's unfair, deceptive, and/or unconscionable practices in the conduct of trade and/or commerce, South Florida Produce has been aggrieved and has suffered damages of approximately \$12,500,000, including but not limited to the embezzled funds, unauthorized expenses, and property wrongfully retained by Veneziano in an amount to be determined at trial.

258. South Florida Produce is entitled to actual damages and all other relief allowable under the FDUTPA, including the recovery of costs and reasonable attorneys' fees in pursuing these claims.

WHEREFORE, Plaintiff South Florida Produce demands judgment against Defendant Veneziano for damages, together with prejudgment interest, attorneys' fees, costs, and such other relief as this Court deems proper.

**COUNT XVI – VIOLATION OF THE FLORIDA CIVIL RICO
ACT/CIVIL REMEDIES FOR CRIMINAL PRACTICES ACT, SECTION
772.104, FLORIDA STATUTES
(Oakes Farms against Veneziano)**

259. Oakes Farms realleges paragraphs 1–153 as if fully set forth herein.

260. This action is instituted under Sections 772.103(1) and 772.104(1), Florida Statutes, as well as based on the definitions and activity described in Section 895.01 et al. (“Offenses Concerning Racketeering and Illegal Debts.”)

261. Veneziano, with criminal intent, received proceeds derived, both directly and indirectly, from a pattern of criminal activity as defined in Section 772.103(1).

262. This pattern of Veneziano's criminal activity includes: (1) embezzlement of Oakes Farms funds; and (2) money laundering by knowingly conducting financial transactions which involve the proceeds of Veneziano's unlawful activity, specifically the embezzlement of Oakes Farms' funds, knowing the transactions were designed in whole or in part to conceal and disguise the nature, location, source, ownership and control of the proceeds of said specified unlawful activity.

263. As a direct and proximate result of the aforesaid criminal activity, Oakes Farms has been aggrieved and has suffered damages of approximately \$12,500,000, including but not limited to the embezzled funds, unauthorized expenses, and property wrongfully retained by Veneziano in an amount to be determined at trial.

264. Pursuant to 772.104(1), Florida Statutes, Oakes Farms is also entitled to threefold or treble damages plus its reasonable attorneys' fees and court costs.

WHEREFORE, Plaintiff Oakes Farms, Inc. demands judgment against Defendant Veneziano for damages, together with prejudgment interest, attorneys' fees, costs, and such other relief as this Court deems proper.

**COUNT XVII – VIOLATION OF THE FLORIDA CIVIL RICO
ACT/CIVIL REMEDIES FOR CRIMINAL PRACTICES ACT, SECTION
772.104, FLORIDA STATUTES
(Oakes Farm OP against Veneziano)**

265. Oakes Farm OP realleges paragraphs 1–153 as if fully set forth herein.

266. This action is instituted under Sections 772.103(1) and 772.104(1), Florida Statutes, as well as based on the definitions and activity described in Section 895.01 et al. (“Offenses Concerning Racketeering and Illegal Debts.”)

267. Veneziano, with criminal intent, received proceeds derived, both directly and indirectly, from a pattern of criminal activity as defined in Section 772.103(1).

268. This pattern of Veneziano’s criminal activity includes: (1) embezzlement of Oakes Farm OP’s funds; and (2) money laundering by knowingly conducting financial transactions which involve the proceeds of Veneziano’s unlawful activity, specifically the embezzlement of Oakes Farm OP’s funds, knowing the transactions were designed in whole or in part to conceal and disguise the nature, location, source, ownership and control of the proceeds of said specified unlawful activity.

269. As a direct and proximate result of the aforesaid criminal activity, Oakes Farm OP has been aggrieved and has suffered damages of approximately \$12,500,000, including but not limited to the embezzled funds, unauthorized

expenses, and property wrongfully retained by Veneziano in an amount to be determined at trial.

270. Pursuant to 772.104(1), Florida Statutes, Oakes Farm OP is also entitled to threefold or treble damages plus its reasonable attorneys' fees and court costs.

WHEREFORE, Plaintiff Oakes Farm OP, LLC demands judgment against Defendant Veneziano for damages, together with prejudgment interest, attorneys' fees, costs, and such other relief as this Court deems proper.

**COUNT XVIII – VIOLATION OF THE FLORIDA CIVIL RICO
ACT/CIVIL REMEDIES FOR CRIMINAL PRACTICES ACT, SECTION
772.104, FLORIDA STATUTES
(South Florida Produce against Veneziano)**

271. South Florida Produce realleges paragraphs 1–153 as if fully set forth herein.

272. This action is instituted under Sections 772.103(1) and 772.104(1), Florida Statutes, as well as based on the definitions and activity described in Section 895.01 et al. (“Offenses Concerning Racketeering and Illegal Debts.”)

273. Veneziano, with criminal intent, received proceeds derived, both directly and indirectly, from a pattern of criminal activity as defined in Section 772.103(1).

274. This pattern of Veneziano's criminal activity includes: (1) embezzlement of South Florida Produce's funds; and (2) money laundering by

knowingly conducting financial transactions which involve the proceeds of Veneziano's unlawful activity, specifically the embezzlement of South Florida Produce's funds, knowing the transactions were designed in whole or in part to conceal and disguise the nature, location, source, ownership and control of the proceeds of said specified unlawful activity.

275. As a direct and proximate result of the aforesaid criminal activity, South Florida Produce has been aggrieved and has suffered damages of approximately \$12,500,000, including but not limited to the embezzled funds, unauthorized expenses, and property wrongfully retained by Veneziano in an amount to be determined at trial.

276. Pursuant to 772.104(1), Florida Statutes, South Florida Produce is also entitled to threefold or treble damages plus its reasonable attorneys' fees and court costs.

WHEREFORE, Plaintiff South Florida Produce, LLC demands judgment against Defendant Veneziano for damages, together with prejudgment interest, attorneys' fees, costs, and such other relief as this Court deems proper.

**COUNT XIV – AIDING AND ABETTING BREACH OF FIDUCIARY
DUTY
(Oakes Farms against Veneziano Farms)**

277. Oakes Farms realleges paragraphs 1–153 as if fully set forth herein.

278. At all relevant times, Defendant Veneziano held positions of trust and responsibility within Oakes Farms, including acting as Oakes Farms *de facto* president and Chief Executive.

279. Veneziano owed fiduciary duties to Oakes Farms, including but not limited to:

a) The duty of loyalty, requiring him to put the interests of Oakes Farms above his own personal interests;

b) The duty of care, requiring Veneziano to manage Oakes Farms corporate assets and affairs prudently and in good faith;

c) The duty of full disclosure, requiring him to be truthful and transparent about transactions affecting Oakes Farms; and

d) The duty to refrain from self-dealing and usurping corporate opportunities.

280. At all times material hereto, Veneziano Farms had actual knowledge of Veneziano's breaches of fiduciary duty and provided substantial assistance or encouragement for Veneziano's defrauding of Oakes Farms.

281. Veneziano Farms had actual knowledge and provided substantial assistance towards Veneziano's breaches of fiduciary duty because Veneziano utilized Veneziano Farms' bank account ending in 6355 to perpetuate his embezzlement of Oakes Farms' funds.

282. Oakes Farms has been damaged by Veneziano Farms' aiding and abetting Veneziano's breaches of fiduciary duty and has suffered damages of approximately \$12,500,000, including but not limited to the embezzled funds, unauthorized expenses, and property wrongfully retained by Veneziano in an amount to be determined at trial.

WHEREFORE, Plaintiff Oakes Farms demands judgment against Defendant Veneziano Farms for damages, together with prejudgment interest, costs, and such other relief as this Court deems proper.

**COUNT XV – AIDING AND ABETTING BREACH OF FIDUCIARY
DUTY
(Oakes Farm OP against Veneziano Farms)**

283. Oakes Farm OP realleges paragraphs 1–153 as if fully set forth herein.

284. At all relevant times, Defendant Veneziano held positions of trust and responsibility within Oakes Farm OP, including acting as Oakes Farm OP's *de facto* president and Chief Executive.

285. Veneziano owed fiduciary duties to Oakes Farm OP, including but not limited to:

a) The duty of loyalty, requiring him to put the interests of Oakes Farm OP above his own personal interests;

b) The duty of care, requiring Veneziano to manage Oakes Farm OP's corporate assets and affairs prudently and in good faith;

c) The duty of full disclosure, requiring him to be truthful and transparent about transactions affecting Oakes Farm OP; and

d) The duty to refrain from self-dealing and usurping corporate opportunities.

286. At all times material hereto, Veneziano Farms had actual knowledge of Veneziano's breaches of fiduciary duty and provided substantial assistance or encouragement for Veneziano's defrauding of Oakes Farm OP.

287. Veneziano Farms had actual knowledge and provided substantial assistance towards Veneziano's breaches of fiduciary duty because Veneziano utilized Veneziano Farms' bank account ending in 6355 to perpetuate his embezzlement of Oakes Farm OP's funds.

288. Oakes Farm OP has been damaged by Veneziano Farms' aiding and abetting Veneziano's breaches of fiduciary duty and has suffered damages of approximately \$12,500,000, including but not limited to the embezzled funds, unauthorized expenses, and property wrongfully retained by Veneziano in an amount to be determined at trial.

WHEREFORE, Plaintiff Oakes Farm OP, LLC demands judgment against Defendant Veneziano Farms for damages, together with prejudgment interest, costs, and such other relief as this Court deems proper.

**COUNT XVI – AIDING AND ABETTING BREACH OF FIDUCIARY
DUTY
(South Florida Produce against Veneziano Farms)**

289. South Florida Produce realleges paragraphs 1–153 as if fully set forth herein.

290. At all relevant times, Defendant Veneziano held positions of trust and responsibility within South Florida Produce, including acting as South Florida Produce’s *de facto* president and Chief Executive.

291. Veneziano owed fiduciary duties to South Florida Produce, including but not limited to:

- a) The duty of loyalty, requiring him to put the interests of South Florida Produce above his own personal interests;
- b) The duty of care, requiring Veneziano to manage South Florida Produce’s corporate assets and affairs prudently and in good faith;
- c) The duty of full disclosure, requiring him to be truthful and transparent about transactions affecting South Florida Produce; and
- d) The duty to refrain from self-dealing and usurping corporate opportunities.

292. At all times material hereto, Veneziano Farms had actual knowledge of Veneziano’s breaches of fiduciary duty and provided substantial assistance or encouragement for Veneziano’s defrauding of South Florida Produce.

293. Veneziano Farms had actual knowledge and provided substantial assistance towards Veneziano's breaches of fiduciary duty because Veneziano utilized Veneziano Farms' bank account ending in 6355 to perpetuate his embezzlement of South Florida Produce's funds.

294. South Florida Produce has been damaged by Veneziano Farms' aiding and abetting Veneziano's breaches of fiduciary duty and has suffered damages of approximately \$12,500,000, including but not limited to the embezzled funds, unauthorized expenses, and property wrongfully retained by Veneziano in an amount to be determined at trial.

WHEREFORE, Plaintiff South Florida Produce, LLC demands judgment against Defendant Veneziano Farms for damages, together with prejudgment interest, costs, and such other relief as this Court deems proper.

**COUNT XVII – AIDING AND ABETTING BREACH OF FIDUCIARY DUTY
(Oakes Farms against Veneziano Property Management)**

295. Oakes Farms realleges paragraphs 1–153 as if fully set forth herein.

296. At all relevant times, Defendant Veneziano held positions of trust and responsibility within Oakes Farms, including acting as Oakes Farm's *de facto* president and Chief Executive.

297. Veneziano owed fiduciary duties to Oakes Farms, including but not limited to:

- a) The duty of loyalty, requiring him to put the interests of Oakes Farms above his own personal interests;
- b) The duty of care, requiring Veneziano to manage Oakes Farms corporate assets and affairs prudently and in good faith;
- c) The duty of full disclosure, requiring him to be truthful and transparent about transactions affecting Oakes Farms; and
- d) The duty to refrain from self-dealing and usurping corporate opportunities.

298. At all times material hereto, Veneziano Property Management had actual knowledge of Veneziano's breaches of fiduciary duty and provided substantial assistance or encouragement for Veneziano's defrauding of Oakes Farms.

299. Veneziano Property Management had actual knowledge and provided substantial assistance towards Veneziano's breaches of fiduciary duty because Veneziano Property Management purchased the Properties using funds that were embezzled from Oakes Farms.

300. Oakes Farms has been damaged by Veneziano Property Management's aiding and abetting Veneziano's breaches of fiduciary duty and has suffered damages of approximately \$12,500,000, including but not limited to the embezzled funds, unauthorized expenses, monies earned from selling the Properties, and property wrongfully retained by Veneziano in an amount to be determined at trial.

WHEREFORE, Plaintiff Oakes Farms, Inc. demands judgment against Defendant Veneziano Property Management for damages, together with prejudgment interest, costs, and such other relief as this Court deems proper.

**COUNT XVIII – AIDING AND ABETTING BREACH OF
FIDUCIARY DUTY
(Oakes Farm OP against Veneziano Property Management)**

301. Oakes Farm OP realleges paragraphs 1–153 as if fully set forth herein.

302. At all relevant times, Defendant Veneziano held positions of trust and responsibility within Oakes Farm OP, including acting as Oakes Farm OP’s *de facto* president and Chief Executive.

303. Veneziano owed fiduciary duties to Oakes Farm OP, including but not limited to:

- a) The duty of loyalty, requiring him to put the interests of Oakes Farm OP above his own personal interests;
- b) The duty of care, requiring Veneziano to manage Oakes Farm OP’s corporate assets and affairs prudently and in good faith;
- c) The duty of full disclosure, requiring him to be truthful and transparent about transactions affecting Oakes Farm OP; and
- d) The duty to refrain from self-dealing and usurping corporate opportunities.

304. At all times material hereto, Veneziano Property Management had actual knowledge of Veneziano's breaches of fiduciary duty and provided substantial assistance or encouragement for Veneziano's defrauding of Oakes Farm OP.

305. Veneziano Property Management had actual knowledge and provided substantial assistance towards Veneziano's breaches of fiduciary duty because Veneziano Property Management purchased the Properties using funds that were embezzled from Oakes Farm OP.

306. Oakes Farm OP has been damaged by Veneziano Property Management's aiding and abetting Veneziano's breaches of fiduciary duty and has suffered damages of approximately \$12,500,000, including but not limited to the embezzled funds, unauthorized expenses, monies earned from selling the Properties, and property wrongfully retained by Veneziano in an amount to be determined at trial.

WHEREFORE, Plaintiff Oakes Farm OP, LLC demands judgment against Defendant Veneziano Property Management for damages, together with prejudgment interest, costs, and such other relief as this Court deems proper.

**COUNT XIX – AIDING AND ABETTING BREACH OF FIDUCIARY DUTY
(South Florida Produce against Veneziano Property Management)**

307. South Florida Produce realleges paragraphs 1–153 as if fully set forth herein.

308. At all relevant times, Defendant Veneziano held positions of trust and responsibility within South Florida Produce, including acting as South Florida Produce's *de facto* president and Chief Executive.

309. Veneziano owed fiduciary duties to South Florida Produce, including but not limited to:

a) The duty of loyalty, requiring him to put the interests of South Florida Produce above his own personal interests;

b) The duty of care, requiring Veneziano to manage South Florida Produce's corporate assets and affairs prudently and in good faith;

c) The duty of full disclosure, requiring him to be truthful and transparent about transactions affecting South Florida Produce; and

d) The duty to refrain from self-dealing and usurping corporate opportunities.

310. At all times material hereto, Veneziano Property Management had actual knowledge of Veneziano's breaches of fiduciary duty and provided substantial assistance or encouragement for Veneziano's defrauding of South Florida Produce.

311. Veneziano Property Management had actual knowledge and provided substantial assistance towards Veneziano's breaches of fiduciary duty because Veneziano Property Management purchased the Properties using funds that were embezzled from South Florida Produce.

312. South Florida Produce has been damaged by Veneziano Property Management's aiding and abetting Veneziano's breaches of fiduciary duty and has suffered damages of approximately \$12,500,000, including but not limited to the embezzled funds, unauthorized expenses, monies earned from selling the Properties, and property wrongfully retained by Veneziano in an amount to be determined at trial.

WHEREFORE, Plaintiff South Florida Produce, LLC demands judgment against Defendant Veneziano Property Management for damages, together with prejudgment interest, costs, and such other relief as this Court deems proper.

**COUNT XX – AIDING AND ABETTING FRAUDULENT
MISREPRESENTATION
(Oakes Farms against Veneziano Farms)**

313. Oakes Farms realleges paragraphs 1–153 as if fully set forth herein.

314. Veneziano knowingly made multiple false statements to Oakes Farms and engaged in deceptive acts and omissions, including altering accounting records, falsifying invoices, concealing outstanding receivables, and misrepresenting the purpose of transfers including but not limited to:

- a) Altering Oakes Farms accounting records to misrepresent that receivables from customers were satisfied;

- b) Misrepresenting to Oakes Farms employees that the Company's principals had authorized the cryptocurrency mining operation installed with Oakes Farms funds, when no such authorization was given;
- c) Mischaracterizing transfers from Oakes Farms bank accounts to Veneziano's personal bank accounts and Veneziano Farm's bank accounts as legitimate business transactions when they were not;
- d) Misrepresenting personal credit card charges as legitimate business expenses; and
- e) Misrepresenting his pay on Oakes Farms' payroll system.

315. At all times material hereto, Veneziano Farms had actual knowledge of Veneziano's fraudulent misrepresentations and provided substantial assistance or encouragement for Veneziano's defrauding of Oakes Farms.

316. Veneziano Farms had actual knowledge and provided substantial assistance towards Veneziano's fraudulent misrepresentations because Veneziano utilized Veneziano Farms' bank account ending in 6355 to perpetuate his embezzlement of Oakes Farms' funds.

317. Oakes Farms has been damaged by Veneziano Farms' aiding and abetting Veneziano's fraudulent misrepresentations and has suffered damages of approximately \$12,500,000, including but not limited to the embezzled funds,

unauthorized expenses, and property wrongfully retained by Veneziano in an amount to be determined at trial.

WHEREFORE, Plaintiff Oakes Farms, Inc. demands judgment against Defendant Veneziano Farms for damages, together with prejudgment interest, costs, and such other relief as this Court deems proper.

**COUNT XXI – AIDING AND ABETTING FRAUDULENT
MISREPRESENTATION
(Oakes Farm OP against Veneziano Farms)**

318. Oakes Farm OP realleges paragraphs 1–153 as if fully set forth herein.

319. Veneziano knowingly made multiple false statements to Oakes Farm OP and engaged in deceptive acts and omissions, including altering accounting records, falsifying invoices, concealing outstanding receivables, and misrepresenting the purpose of transfers including but not limited to:

- a) Altering Oakes Farm OP’s accounting records to misrepresent that receivables from customers were satisfied;
- b) Misrepresenting to Oakes Farm OP’s employees that the Company’s principals had authorized the cryptocurrency mining operation installed with Oakes Farm OP’s funds, when no such authorization was given;
- c) Mischaracterizing transfers from Oakes Farm OP’s bank accounts to Veneziano’s personal bank accounts and Veneziano Farms’ bank accounts as legitimate business transactions when they were not;

- d) Misrepresenting personal credit card charges as legitimate business expenses; and
- e) Misrepresenting his pay on Oakes Farm OP's payroll system.

320. At all times material hereto, Veneziano Farms had actual knowledge of Veneziano's fraudulent misrepresentations and provided substantial assistance or encouragement for Veneziano's defrauding of Oaks Farm OP.

321. Veneziano Farms had actual knowledge and provided substantial assistance towards Veneziano's fraudulent misrepresentations because Veneziano utilized Veneziano Farms' bank account ending in 6355 to perpetuate his embezzlement of Oaks Farm OP's funds.

322. Oaks Farm OP has been damaged by Veneziano Farms' aiding and abetting Veneziano's fraudulent misrepresentations and has suffered damages of approximately \$12,500,000, including but not limited to the embezzled funds, unauthorized expenses, and property wrongfully retained by Veneziano in an amount to be determined at trial.

WHEREFORE, Plaintiff Oaks Farm OP, LLC demands judgment against Defendant Veneziano Farms for damages, together with prejudgment interest, costs, and such other relief as this Court deems proper.

**COUNT XXII – AIDING AND ABETTING FRAUDULENT
MISREPRESENTATION
(South Florida Produce against Veneziano Farms)**

323. South Florida Produce realleges paragraphs 1–153 as if fully set forth herein.

324. Veneziano knowingly made multiple false statements to South Florida Produce and engaged in deceptive acts and omissions, including altering accounting records, falsifying invoices, concealing outstanding receivables, and misrepresenting the purpose of transfers including but not limited to:

- a) Altering South Florida Produce’s accounting records to misrepresent that receivables from Valencia Produce, Doug Specialties and others were satisfied;
- b) Falsely representing that cash withdrawals from South Florida Produce accounts were necessary for cash payments to Estrada, when in fact Veneziano retained the cash for his own use;
- c) Mischaracterizing transfers from South Florida Produce’s bank accounts to Veneziano’s personal bank accounts and Veneziano Farms’ bank accounts as legitimate business transactions when they were not;
- d) Misrepresenting personal credit card charges on the South Florida Produce Credit Cards as legitimate business expenses;
- e) Misrepresenting that the Navigator was purchased for legitimate business purposes;

- f) Misrepresenting his pay on South Florida Produce's payroll system;
and
- g) Misrepresenting his wife, Yeomans, and Brown as an employee on
South Florida Produce's payroll system.

325. At all times material hereto, Veneziano Farms had actual knowledge of Veneziano's fraudulent misrepresentations and provided substantial assistance or encouragement for Veneziano's defrauding of South Florida Produce.

326. Veneziano Farms had actual knowledge and provided substantial assistance towards Veneziano's fraudulent misrepresentations because Veneziano utilized Veneziano Farms' bank account ending in 6355 to perpetuate his embezzlement of South Florida Produce's funds.

327. South Florida Produce has been damaged by Veneziano Farms' aiding and abetting Veneziano's fraudulent misrepresentations and has suffered damages of approximately \$12,500,000, including but not limited to the embezzled funds, unauthorized expenses, and property wrongfully retained by Veneziano in an amount to be determined at trial.

WHEREFORE, Plaintiff South Florida Produce, LLC demands judgment against Defendant Veneziano Farms for damages, together with prejudgment interest, costs, and such other relief as this Court deems proper.

**COUNT XXIII – AIDING AND ABETTING FRAUDULENT
MISREPRESENTATION
(Oakes Farms against Veneziano Property Management)**

328. Oakes Farms realleges paragraphs 1–153 as if fully set forth herein.

329. Veneziano knowingly made multiple false statements to Oakes Farms and engaged in deceptive acts and omissions, including altering accounting records, falsifying invoices, concealing outstanding receivables, and misrepresenting the purpose of transfers including but not limited to:

- a) Altering Oakes Farms accounting records to misrepresent that receivables from customers were satisfied;
- b) Misrepresenting to Oakes Farms employees that the Company’s principals had authorized the cryptocurrency mining operation installed with Oakes Farms funds, when no such authorization was given;
- c) Mischaracterizing transfers from Oakes Farms bank accounts to Veneziano’s personal bank accounts and Veneziano Farm’s bank accounts as legitimate business transactions when they were not;
- d) Misrepresenting personal credit card charges as legitimate business expenses; and
- e) Misrepresenting his pay on Oakes Farms’ payroll system.

330. At all times material hereto, Veneziano Property Management had actual knowledge of Veneziano's fraudulent misrepresentations and provided substantial assistance or encouragement for Veneziano's defrauding of Oaks Farms.

331. Veneziano Property Management had actual knowledge and provided substantial assistance towards Veneziano's fraudulent misrepresentations because Veneziano Property Management purchased the Properties using funds that were embezzled from Oakes Farms.

332. Oakes Farms has been damaged by Veneziano Property Management's aiding and abetting Veneziano's fraudulent misrepresentations and has suffered damages of approximately \$12,500,000, including but not limited to the embezzled funds, unauthorized expenses, and property wrongfully retained by Veneziano in an amount to be determined at trial.

WHEREFORE, Plaintiff Oakes Farms, Inc. demands judgment against Defendant Veneziano Property Management for damages, together with prejudgment interest, costs, and such other relief as this Court deems proper.

**COUNT XXIV – AIDING AND ABETTING FRAUDULENT
MISREPRESENTATION
(Oakes Farm OP against Veneziano Property Management)**

333. Oakes Farm OP realleges paragraphs 1–153 as if fully set forth herein.

334. Veneziano knowingly made multiple false statements to Oakes Farm OP and engaged in deceptive acts and omissions, including altering accounting

records, falsifying invoices, concealing outstanding receivables, and misrepresenting the purpose of transfers including but not limited to:

- a) Altering Oakes Farm OP's accounting records to misrepresent that receivables from customers were satisfied;
- b) Misrepresenting to Oakes Farm OP's employees that the Company's principals had authorized the cryptocurrency mining operation installed with Oakes Farms funds, when no such authorization was given;
- c) Mischaracterizing transfers from Oakes Farm OP's bank accounts to Veneziano's personal bank accounts and Veneziano Farm's bank accounts as legitimate business transactions when they were not;
- d) Misrepresenting personal credit card charges as legitimate business expenses; and
- e) Misrepresenting his pay on Oakes Farm OP's payroll system.

335. At all times material hereto, Veneziano Property Management had actual knowledge of Veneziano's fraudulent misrepresentations and provided substantial assistance or encouragement for Veneziano's defrauding of Oaks Farm OP.

336. Veneziano Property Management had actual knowledge and provided substantial assistance towards Veneziano's fraudulent misrepresentations because

Veneziano Property Management purchased the Properties using funds that were embezzled from Oakes Farm OP.

337. Oakes Farm OP has been damaged by Veneziano Property Management's aiding and abetting Veneziano's fraudulent misrepresentations and has suffered damages of approximately \$12,500,000, including but not limited to the embezzled funds, unauthorized expenses, and property wrongfully retained by Veneziano in an amount to be determined at trial.

WHEREFORE, Plaintiff Oakes Farm OP, LLC demands judgment against Defendant Veneziano Property Management for damages, together with prejudgment interest, costs, and such other relief as this Court deems proper.

**COUNT XXV – AIDING AND ABETTING FRAUDULENT
MISREPRESENTATION
(South Florida Produce against Veneziano Property Management)**

338. South Florida Produce realleges paragraphs 1–153 as if fully set forth herein.

339. Veneziano knowingly made multiple false statements to South Florida Produce and engaged in deceptive acts and omissions, including altering accounting records, falsifying invoices, concealing outstanding receivables, and misrepresenting the purpose of transfers including but not limited to:

- a) Altering South Florida Produce's accounting records to misrepresent that receivables from Valencia Produce, Doug Specialties and others were satisfied;
- b) Falsely representing that cash withdrawals from South Florida Produce accounts were necessary for cash payments to Estrada, when in fact Veneziano retained the cash for his own use;
- c) Mischaracterizing transfers from South Florida Produce's bank accounts to Veneziano's personal bank accounts and Veneziano Farms' bank accounts as legitimate business transactions when they were not;
- d) Misrepresenting personal credit card charges on the South Florida Produce Credit Cards as legitimate business expenses;
- e) Misrepresenting that the Navigator was purchased for legitimate business purposes;
- f) Misrepresenting his pay on South Florida Produce's payroll system; and
- g) Misrepresenting his wife, Yeomans, and Brown as employees on South Florida Produce's payroll system.

340. At all times material hereto, Veneziano Property Management had actual knowledge of Veneziano's fraudulent misrepresentations and provided

substantial assistance or encouragement for Veneziano's defrauding of South Florida Produce.

341. Veneziano Property Management had actual knowledge and provided substantial assistance towards Veneziano's fraudulent misrepresentations because Veneziano Property Management purchased the Properties using funds that were embezzled from South Florida Produce.

342. South Florida Produce has been damaged by Veneziano Property Management's aiding and abetting Veneziano's fraudulent misrepresentations and has suffered damages of approximately \$12,500,000, including but not limited to the embezzled funds, unauthorized expenses, monies earned from selling the Properties, and property wrongfully retained by Veneziano in an amount to be determined at trial.

WHEREFORE, Plaintiff South Florida Produce, LLC demands judgment against Defendant Veneziano Property Management for damages, together with prejudgment interest, costs, and such other relief as this Court deems proper.

**COUNT XXVI – ALTER EGO
(Plaintiffs against Veneziano Farms, LLC)**

343. Plaintiffs reallege paragraphs 1–153 as if fully set forth herein.

344. At all relevant times, there existed a unity of interest and ownership between Veneziano and Veneziano Farms such that the separate personalities of the individual and the entity did not exist.

345. Factors demonstrating unity of interest and ownership include: (a) commingling of funds and assets; (b) diversion of company assets for personal use; (c) failure to maintain adequate capitalization; (d) failure to maintain separate books, records, and bank accounts; (e) failure to observe limited liability company formalities; and (f) domination and control by Veneziano over day-to-day operations and finances for personal ends.

346. An inequitable result will follow because recognizing the company's separate existence would allow Veneziano to avoid liability for obligations incurred to Plaintiffs and would sanction fraud or promote injustice.

347. Under the alter ego doctrine, the veil of limited liability of Veneziano Farms should be pierced, and Veneziano should be held liable, jointly and severally with Veneziano Farms, for the obligations owed to Plaintiffs arising from his fraud and the conduct alleged in Counts I – XXV of this Amended Complaint.

COUNT XXVII – ALTER EGO
(Plaintiffs against Veneziano Property Management, LLC)

348. Plaintiffs reallege paragraphs 1–153 as if sully set forth herein.

349. At all relevant times, there existed a unity of interest and ownership between Veneziano and Veneziano Property Management, LLC, such that the separate personalities of the individual and the entity did not exist.

350. Factors demonstrating unity of interest and ownership include: (a) commingling of funds and assets; (b) diversion of company assets for personal use; (c) failure to maintain adequate capitalization; (d) failure to maintain separate books, records, and bank accounts; (e) failure to observe limited liability company formalities; and (f) domination and control by Veneziano over day-to-day operations and finances for personal ends.

351. An inequitable result will follow because recognizing the company's separate existence would allow Veneziano to avoid liability for obligations incurred to Plaintiffs and would sanction fraud or promote injustice.

352. Under the alter ego doctrine, the veil of limited liability of Veneziano Property Management should be pierced, and Veneziano should be held liable, jointly and severally with Veneziano Property Management, for the obligations owed to Plaintiffs arising from his fraud and the conduct alleged in Counts I – XXV of this Amended Complaint, including but not limited to using funds procured by Veneziano's fraud to purchase and sell real properties.

Dated: April 13, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 13, 2026, a true and correct copy of the foregoing was filed on CM/ECF on all counsel of record.

/s/ Jordan A. Shaw

Jordan A. Shaw