**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR COLLIER COUNTY, FLORIDA**

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

Plaintiffs,

vs. CASE NO.:

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

Defendants.
_____________________________________/

COMPLAINT

Plaintiffs Oakes Farms, Inc., Oakes Farm OP, LLC, and South Florida Produce, LLC, hereby sue Defendants Steven A. Veneziano Jr., Veneziano Farms, LLC, and Veneziano Property Management, LLC stating as follows:

THE PARTIES, JURISDICTION, AND VENUE

1. This is an action for damages in excess of Fifty Thousand Dollars ($50,000), exclusive of interest and attorneys' fees and costs. Accordingly, this Court has subject matter jurisdiction.

2. Plaintiff Oakes Farms, Inc. ("Oakes Farms, Inc.") is a Florida corporation with its principal place of business in Naples, Florida.

3. Plaintiff Oakes Farm OP, LLC, ("Oakes Farm OP") is a Florida limited liability company with its principal place of business in Immokalee, Florida.

4. Plaintiff South Florida Produce, LLC, ("South Florida Produce") is a Florida limited liability company with its principal place of business in Immokalee, Florida.

5. "Oakes Farms" refers to the related family of agribusiness companies operating out of South Florida, of which Oakes Farms, Inc., Oakes Farm OP, and South Florida Produce are component companies.

6. Defendant Steven Veneziano ("Veneziano") is an individual believed to be residing in California, who previously worked for Oakes Farms, is over the age of 18 and otherwise *sui juris*. Veneziano is subject to the jurisdiction of this Court as he engaged in business in this state and committed tortious acts within this state.

7. Defendant Veneziano Farms, LLC is a Florida limited liability company with its principal place of business in Naples, Florida.

8. Defendant Veneziano Property Management, LLC is a Florida limited liability company with its principal place of business in Naples, Florida.

9. Venue is proper in Collier County, Florida, because the causes of action accrued in Collier County.

INTRODUCTION

10. Unified by the shared mission of promoting healthy eating, Oakes Farms is a South Florida agricultural institution, providing a diverse set of food-related services, including farming, packing, and distributing fresh produce and seafood, and operating farmer's market-style grocery stores and farm-to-table organic restaurants and cafés.

11. Within the Oakes Farms family, Oakes Farms, Inc., operates Seed to Table Market, a farmer's market-inspired grocery store and farm-to-table restaurant in Naples, Florida, selling fresh produce and other healthy food options.

12. Oakes Farm OP is an agricultural company engaged in the farming and packing of fresh produce.

13. South Florida Produce is a wholesale produce distribution company.

14. Oakes Farms employs approximately 1,400 employees across its family of companies and serves thousands of customers on a weekly basis, both directly through its grocery store and restaurant offerings as well as indirectly through its wholesale produce distribution and processing services for third party retailers and other buyers.

GENERAL ALLEGATIONS

15. Veneziano began working for Oakes Farms in 2013. Veneziano rose through the ranks of Oakes Farms, and by 2020, Veneziano effectively functioned as Oakes Farms' President / Chief Executive. Veneziano had various informal and formal roles within the Oakes Farms component companies, including serving as an authorized member, manager, and Vice President of South Florida Produce until his departure in November 2024. Veneziano also served informally as the *de facto* President / Chief Executive of Oakes Farm OP and Oakes Farms, Inc.

16. Veneziano exploited his role in the company and used his access and authority to steal millions of dollars in funds, equipment, and assets from Oakes Farms.

17. In doing so, Veneziano engaged in various schemes to defraud Oakes Farms of millions of dollars and to fund his lavish lifestyle, which included high-dollar gambling, regular trips to Las Vegas, a multi-million dollar house, and the purchase of a Lamborghini, among other luxuries.

18. Veneziano created various shell corporations which he utilized to both facilitate and perpetrate the theft and scheme to defraud that he carried out against Oakes Farms. Veneziano Farms, LLC and Veneziano Property Management, LLC were two of the main companies he utilized to unlawfully take Oakes Farm's money, assets, and equipment and redirect them through these companies to himself or his other entities that were also being used to further perpetrate fraud.

19. Veneziano carried out sophisticated schemes by interfering with Oakes Farms' accounting and delivery records in order to conceal his appropriation of millions of dollars of cash from Oakes Farms accounts within what appeared to be seemingly legitimate transactions.

20. Veneziano also directly stole company funds and assets, including purchasing a Lincoln Navigator for his personal use on South Florida Produce's dime, paying for over half a million dollars of personal expenses with a company credit card, and even creating a cryptocurrency mining operation for his personal benefit with funds from Oakes Farms and situated on Oakes Farms property.

21. Veneziano clandestinely added his wife and a friend to the company payroll for South Florida Produce, LLC paying them collectively in excess of $250,000.00 over the span of two years.

22. Veneziano also improperly added himself to the payroll of Oakes Farms companies during the entirety of his period of disloyalty as he was also defrauding the Oakes Farms companies from 2022 until his fraud was discovered in November of 2024. During that time, he caused himself to be paid in excess of $1,150,000.00.

23. From April 2023 to December 2024 alone, in addition to the aforementioned forms of theft, Veneziano also embezzled at least another $6.2 million from Oakes Farms through his schemes.

24. Veneziano transferred a significant portion of the funds he stole into cryptocurrency.

VENEZIANO'S CONCEALMENT OF CASH THEFT FROM OAKES FARMS

25. 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) failing to use cash withdrawals for their stated purpose.

Accounting Record Manipulation:

26. Under one of these schemes, Veneziano and his companies facilitated the sale of produce by Oakes Farms companies, including Oakes Farm OP, and South Florida Produce, to local retailers, received payment on the invoices in cash, which he retained for his personal use, and then manipulated the Oakes Farms companies' internal accounting records to conceal the outstanding receivable balance.

27. 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 produce supplier in Atlanta, Georgia.

28. Veneziano instructed Marcelo Valencia, the owner of Valencia Produce, to pay Oakes Farm OP's invoices in cash, which Veneziano then retained for his own personal use.

29. 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 an Oakes Farms-affiliated company, like Rainbow Produce of Gainesville or Marjon Specialty Foods.

30. For example, on January 25, 2024, Veneziano altered the invoice for a December 5, 2023, purchase of 23 pallets of produce by Valen's Produce[1] to be associated with a sham customer account and reduced the invoice total to zero dollars.

[1] Valen's Produce is an abbreviation for Valencia Produce, LLC on internal South Florida Produce records.

31. Similarly, on January 30, 2024, Veneziano altered the invoice for a January 29, 2024, purchase of 23 pallets of produce by "Valen's Produce" to be associated instead with Rainbow Produce of Gainesville, a company affiliated with Oakes Farms, as the buyer.

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

33. Veneziano permitted Douglas Habe, the owner of Doug Specialties, to pay the invoices to Veneziano in cash, which, upon information and belief, Veneziano retained for his own personal use. Veneziano then modified South Florida Produce's internal accounting records to show a zero balance on the invoices.

34. Upon Veneziano's departure from Oakes Farms in November 2024, South Florida Produce records showed a receivables balance of $729,000 for Doug Specialties—a record Veneziano had not yet altered likely due to his impending departure. South Florida Produce subsequently learned that Douglas Habe had paid Veneziano this balance in cash, but South Florida Produce never received any cash payment toward that balance.

35. Through this scheme, Veneziano stole millions of dollars from Oakes Farms companies, including approximately $6.2 million from Oakes Farm OP alone between April 2023 and December 2024.

Famous Enterprise Resource Planning Software Manipulation

36. The Oakes Farms companies utilized an enterprise resource planning software called Famous, which is a business management system that integrates into a single shared database the core processes of the companies like finance, sales orders, product receipts, shipping, supply chain info and growing operations including any manufacturing.

37. Through his position at the company, Veneziano was able to manipulate the Famous system by exploiting system gaps and bypassing normal receiving and invoicing procedures. Veneziano freely altered sales orders without any financial officer review.

38. The Famous files show that Veneziano received product paid for by the Oakes Farms companies, subsequently sold the products, and marked the products as paid without any documentation of the pricing or payment. Moreover, millions of dollars' worth of produce was shipped with no valid record of invoicing or reconciliation.

39. The manipulated Famous files lack pricing details and were disabled in a way to prevent any accurate payment tracking. The Famous files reflect numerous shipments between $30,000 and $50,000 that were delivered, yet no payments were recorded for them. In addition, some of the primary third-party accounts like Doug Specialties and Valencia had claimed cash payments but the true values and customers were concealed.

<u>*Delivery Destination Diversion:*</u>

40. Under another scheme, Veneziano directed Oakes Farms companies to purchase and pay for wholesale produce from third-party vendors but diverted delivery of the produce to local retailers. The local retailer paid Veneziano in cash for the produce delivery, and Veneziano retained the cash for his personal use.

41. For example, between December 2023 and April 2024, Veneziano directed Oakes Farm OP to purchase tomatoes from Gargiulo, a third-party tomato farmer, and Oakes Farm OP paid Gargiulo $1,568,610.65 for the tomatoes. Veneziano then directed Garguilo to deliver the tomatoes to Doug Specialties rather than Oakes Farm OP.

42. Upon receipt of the delivery of tomatoes, upon information and belief, Doug Specialties paid Veneziano in cash for the tomatoes, and Veneziano retained these funds for his personal use.

Cash Withdrawal Misuse:

43. Under yet another scheme, from at least June 3, 2024, through November 1, 2024, on a roughly weekly basis, Veneziano directed an employee on South Florida Produce's accounting team, to withdraw cash from South Florida Produce's bank account for wholesale tomato purchases from a third-party farmer, Heriberto Estrada ("Estrada"). Veneziano claimed that Estrada did not accept payment by check due to banking issues which is why the cash was being withdrawn.

44. Over the course of these five months, approximately $960,000 in cash was withdrawn in connection with the tomato purchases from Estrada.

45. Veneziano purported to purchase tomatoes from Estrada with this cash, but, on information and belief, Veneziano simply retained this cash for his personal use.

46. Since the cash that was being drawn out of South Florida Produce's account was being stolen and not used to pay Estrada, Veneziano arranged for multiple small check payments to be made to Estrada, or related parties, by Oakes Farm OP to compensate Estrada, in part, for the produce purchases.

47. As a result, Oakes Farms was paying twice for purchases like those from Estrada--once from the misappropriated cash withdrawals and a second time from the checks Veneziano directed be cut and actually sent to Estrada or related individuals.

VENEZIANO'S THEFT OF COMPANY FUNDS AND ASSETS

48. Veneziano also directly stole company funds and assets from South Florida Produce and Oakes Farms from no later than 2022 through his departure from Oakes Farms in November 2024.

49. Exploiting his senior leadership position and access to Oakes Farms bank accounts, Veneziano transferred millions of dollars from Oakes Farms company accounts to his personal bank account and company accounts.

50. From October 2023 through October 2024, Veneziano 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.

51. The entirety of the time Veneziano was actively defrauding and stealing from the Oakes Farms companies, he concealed his unauthorized actions so they would go unnoticed.

52. Veneziano used Oakes Farms' company funds to purchase a 2023 Lincoln Navigator (the "Lincoln"). On November 26, 2023, Veneziano entered into a Retail Installment Contract with Lincoln North Miami, LLC, on behalf of South Florida Produce for the financing and purchase of the Lincoln for $143,600. The vehicle was purchased for Veneziano's sole personal use and was not provided as a benefit of his employment. Despite being paid for by South Florida Produce, Veneziano used the Lincoln for his own personal purposes since its purchase and, upon information and belief, continues to illegally retain possession of the Lincoln, even though he is no longer employed by South Florida Produce.

53. Veneziano also extensively utilized corporate credit cards at Chase Bank and Synovus Bank, even though the cards were given to him by Oakes Farms and South Florida Produce for business expenses only. Veneziano used the credit cards to fund his extravagant personal spending,

racking up hundreds of thousands of dollars in charges to be paid by South Florida Produce and Oakes Farms.

54. From January 1, 2024, to November 11, 2024, Veneziano charged $641,726.27 to the Chase credit card issued to him by South Florida Produce. While the credit cards were only intended for use for business purposes, Veneziano used the same Chase card to pay $193,461.49 in travel expenses in that same year, much of which was for purely personal travel that had no relationship whatsoever to the business of Oakes Farms.

55. With little regard for the nature of the charges he incurred on behalf of Oakes Farms, Veneziano brazenly used the Chase credit card to cover charges from OnlyFans, a website on which users can subscribe for a fee to view pornographic content—charges that were clearly not incurred for business purposes on behalf of South Florida Produce.

56. In addition, Veneziano used the Chase card to spend $77,503.31 on dining alone in 2024. Many of these charges included meals at expensive restaurants like Capital Grille, where, for instance, Veneziano charged $1,934.40 to the Chase card on September 16, 2024 for what appeared to be a single night's dinner.

57. Not only did Veneziano use the South Florida Produce Chase card for improper purchases, Veneziano also used an Oakes Farms, Inc. Synovus card for over $28,000 of personal expenses between August 2024 and November 2024.

58. Veneziano's schemes to defraud Oakes Farms were both diverse and creative. For example, at the end of 2022, Veneziano installed a personal cryptocurrency mining operation on Oakes Farms OP property located at 424 E. New Market Ave., Suite 5A, Immokalee, FL 34142. Veneziano funded the entirety of the installation with monies belonging to Oakes Farms OP even though he alone was to receive whatever the profits were from said operation.

59. To install the mining operation, Veneziano procured thousands of dollars in equipment, including computers, monitors, and fans. Veneziano also hired a third-party electric company to upgrade and install proper outlets on Oakes Farms OP premises to power the crypto mining equipment. Upon information and belief, 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 Farms OP's property so it would pay for the utilities and investment costs while he reaped the cash reward.

60. Oakes Farms and its related entities do not engage in any business related to crypto currency, including mining or trading of any kind.

61. Like all of his other actions, Veneziano was able to conceal the existence of the cryptocurrency mine on Oakes Farms OP property by assuring employees that the company principals were aware and approved of the mining operation's presence on company property. In reality, Veneziano had never sought nor received approval to set up the mining operation and, on information and belief, retained all of the cryptocurrency proceeds for his own personal benefit.

FORGERY CAUSING FURTHER FINANCIAL INJURY AND LOSS

Tractors and Vehicles

62. Around November 2023, Veneziano unilaterally decided to replace Oakes Farms OP's tractor inventory. Veneziano purchased $3,900,000 of new tractors from John Deere, forging the signature of a company principal to complete the transaction. Simultaneously, it is believed that Veneziano caused most, if not all, of the tractors owned by Oakes Farm OP to be sold for unknown amounts which Veneziano retained for his personal benefit. Oakes Farms OP never received the proceeds for the sales, and the tractors disappeared. The tractors Veneziano caused to be sold were

all in good working order and there was no legitimate business reason to sell them and enter into purchase agreements with John Deere for new equipment.

63. In addition, on no fewer than 2 occasions, Veneziano forged a company principal signature on the titles and sold, without authorization, 2 company trucks owned by Oakes Farms, Inc. As with the tractors, it is believed that Veneziano retained the sale proceeds for his personal benefit.

CORPORATE DEFENDANTS

64. Defendant Steven Veneziano is the either the sole owner, member, and manager of Defendants Veneziano Farms, LLC and Veneziano Property Management, LLC (collectively, the "Entity Defendants") or had added family members, in nominal matter, to those Entity Defendants.

65. At all relevant times, Veneziano exercised complete domination and control over the Entity Defendants, such that they had no separate mind, will, or existence of their own, and functioned merely as instrumentalities of Veneziano.

66. Upon information and belief, Veneziano commingled his personal funds with the funds of the Entity Defendants, failed to observe corporate formalities, undercapitalized the entities, and used their accounts for personal gain.

67. 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.

68. Veneziano used the Entity Defendants 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, LLC and Veneziano Property Management, LLC to disguise personal enrichment as legitimate business transactions;

b. Transferring Plaintiffs' funds to and from the Entity Defendants' accounts without legitimate business purpose; and

c. Using the Entity Defendants to hold and launder property, equipment, and funds misappropriated from Plaintiffs.

69. The Entity Defendants 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.

70. Accordingly, the Entity Defendants' separate corporate form should be disregarded, and Veneziano should be held jointly and severally liable for all damages and equitable relief arising from the wrongful conduct alleged herein.

COUNT I – FRAUD
(Plaintiffs against all Defendants)

71. Plaintiffs reallege paragraphs 1–70 as if fully set forth herein.

72. Defendant Veneziano knowingly made to Plaintiffs multiple false statements 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 and Oakes Farm OP's accounting records to misrepresent that receivables from Valencia Produce, Doug Specialties, and others were satisfied;

b. Falsely representing that weekly cash withdrawals from South Florida Produce accounts were necessary for payments to Estrada, when Defendant retained the cash for his own use;

c. Misrepresenting to Oakes Farms employees that the company's principals had authorized the cryptocurrency mining operation installed with Oakes Farm OP funds on Oakes Farm OP property, when no such authorization was ever given;

d. Mischaracterizing transfers from company bank accounts to his personal account as "investments" or "reimbursements" for legitimate business purposes, when they were not;

e. Misrepresenting Chase and Synovus credit card charges as legitimate business expenses of Oakes Farms.

73. Defendant made these false representations with knowledge of their falsity and with the intent that Plaintiffs rely upon them.

74. Plaintiffs reasonably relied on Defendant's representations and omissions by permitting him to continue exercising authority over company funds, accounts, and assets.

75. As a direct and proximate result of such reliance, Plaintiffs suffered damages of approximately $12,500,000.

WHEREFORE, Plaintiffs demand judgment against Defendant Veneziano for damages, including interest, costs, and such other relief as this Court deems just and proper.

COUNT II – CONVERSION
(Plaintiffs against all Defendants)

76. Plaintiffs reallege paragraphs 1–70 as if fully set forth herein.

77. Plaintiffs had ownership rights and/or a 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. Funds belonging to South Florida Produce in the amount of approximately \$960,000 withdrawn from company accounts under the false pretense of paying Estrada;
c. Funds belonging to South Florida Produce in the amount of approximately \$1.7 million dollars, transferred by Defendant Veneziano into his personal bank account between October 2023 and November 2024;
d. A 2023 Lincoln Navigator purchased for approximately \$143,600 with South Florida Produce funds;
e. Cryptocurrency mining equipment purchased and installed on Oakes Farm OP property with company funds, and any resulting cryptocurrency proceeds;
f. Company funds charged to credit cards issued to Veneziano, totaling over \$641,000 in 2024, much of which was spent for personal expenses.

78. Defendant Veneziano wrongfully exercised dominion and control over this property by diverting funds, transferring ownership, using company assets for his personal benefit, and retaining possession of property purchased with company funds.
79. Defendant's conduct was unauthorized and inconsistent with Plaintiffs' ownership rights.
80. As a direct and proximate result, Plaintiffs have been deprived of their property and suffered damages.

WHEREFORE, Plaintiffs demand judgment against Defendant Veneziano and the Entity Defendants for damages in the value of the converted property, together with prejudgment interest, costs, and such other relief as this Court deems just and proper.

COUNT III – BREACH OF FIDUCIARY DUTY
(Plaintiffs against Steve Veneziano)

81. Plaintiffs reallege paragraphs 1–70 as if fully set forth herein.

82. At all relevant times, Defendant Veneziano held positions of trust and responsibility within Plaintiffs' companies, including serving as Vice President and authorized member/manager of South Florida Produce, and acting as the de facto president and chief executive of Oakes Farm OP and Oakes Farms, Inc.

83. In these roles, Defendant owed fiduciary duties to Plaintiffs, including but not limited to:

a. The duty of loyalty, requiring him to put the interests of the companies above his own personal interests;

b. The duty of care, requiring him to manage 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 the companies; and

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

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

e. Misappropriating millions of dollars in company funds by altering accounting records to conceal outstanding receivables and diverting cash payments from third-party retailers;

f. Directing Oakes Farms companies to purchase produce from vendors, while diverting delivery to other retailers and pocketing the resulting cash payments;

g. Ordering nearly $1 million dollars in cash withdrawals under the false pretense of paying a vendor, when in fact Defendant retained the cash for himself;

h. Transferring $1.7 million dollars from South Florida Produce to his personal bank account under false labels such as "Investment in Veneziano";

i. Purchasing a 2023 Lincoln Navigator for his exclusive personal use with funds of South Florida Produce;

j. Using a Chase credit card issued for business purposes to charge more than $600,000 in personal expenses, including luxury travel, extravagant dining, gambling, and pornographic website subscriptions;

k. Establishing and operating a personal cryptocurrency mining operation on Oakes Farm OP property using Plaintiffs' funds and resources, while retaining all profits for himself;

l. Concealing his fraudulent activity from Plaintiffs by misrepresenting that his conduct was authorized or legitimate.

85. Defendant's actions were intentional, fraudulent, and undertaken in reckless disregard of Plaintiffs' rights and interests.

86. As a direct and proximate result of Defendant's breaches of fiduciary duty, Plaintiffs have suffered damages of approximately $12,500,000, including but not limited to lost funds, diverted receivables, unauthorized expenses, and property wrongfully retained by Defendant.

WHEREFORE, Plaintiffs demand judgment against Defendant 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 IV – UNJUST ENRICHMENT
(In the Alternative to Count I)

87. Plaintiffs reallege paragraphs 1–70 as if fully set forth herein.

88. Plaintiffs conferred benefits upon Defendants by providing funds, assets, vehicles, equipment, and other property.

89. Defendants knowingly accepted and retained these benefits under circumstances that make it inequitable for them to do so without compensating Plaintiffs.

90. As a direct and proximate result, Plaintiffs have been damaged of approximately $12,500,000.

WHEREFORE, Plaintiffs demand judgment against Defendant Veneziano for restitution, disgorgement of benefits, interest, costs, and such other relief as this Court deems just and proper.

COUNT V – CONSTRUCTIVE TRUST / EQUITABLE LIEN
(Plaintiffs against All Defendants)

91. Plaintiffs reallege paragraphs 1–70 as if fully set forth herein.

92. Defendant Veneziano occupied positions of trust and fiduciary responsibility within Plaintiffs' companies and had access to and control over Plaintiffs' financial accounts and assets.

93. By virtue of his fiduciary role, Defendant owed Plaintiffs duties of loyalty, honesty, and full disclosure, and Plaintiffs justifiably reposed confidence in him with respect to the management and safeguarding of company property.

94. Defendant abused this position of trust and confidence to misappropriate millions of dollars of Plaintiffs' funds and to acquire assets for his own personal benefit.

95. Defendant used Plaintiffs' funds to purchase or otherwise obtain identifiable property and assets, including but not limited to:

a. A 2023 Lincoln Navigator purchased for approximately $143,600;

b. Cryptocurrency and proceeds of cryptocurrency mining conducted with equipment purchased and powered by Oakes Farm OP;

c. Computers, servers, fans, and other hardware acquired with Oakes Farm OP's funds and installed for the crypto-mining operation;

d. Funds wrongfully diverted through Veneziano's personal accounts and shell entities, including Veneziano Farms, LLC and Veneziano Property Management, LLC.

96. Defendant continues to possess, control, or benefit from these assets and their proceeds.

97. Equity regards Defendant as holding the above-described assets in **constructive trust** for Plaintiffs, as it would be inequitable for Defendant to retain the benefit of property obtained through fraud, theft, and abuse of confidence.

98. Plaintiffs are entitled to the imposition of a constructive trust or, in the alternative, an equitable lien over the assets wrongfully acquired by Defendant, in order to ensure restitution to Plaintiffs and to prevent Defendant's unjust enrichment.

WHEREFORE, Plaintiffs respectfully request that this Court:

a. Impose a constructive trust over the Lincoln Navigator, cryptocurrency proceeds, crypto-mining equipment, and all other assets acquired with Plaintiffs' funds;

b. Impose an equitable lien upon such property to secure Plaintiffs' interest therein;

c. Order Defendant to transfer possession of such assets or their traceable proceeds to Plaintiffs;

d. Award Plaintiffs restitution, disgorgement, interest, costs, and such other relief as this Court deems just and proper.

COUNT VI – ACCOUNTING
(Plaintiffs against All Defendants)

99. Plaintiffs reallege paragraphs 1–70 as if fully set forth herein.

100. Defendant Veneziano occupied positions of trust and fiduciary responsibility within Plaintiffs' companies and had exclusive access to and control over Plaintiffs' financial records, bank accounts, and assets.

101. Defendant Veneziano engaged in a series of complex and concealed transactions, including altering invoices, diverting produce deliveries, manipulating receivables, creating sham entities, and transferring funds into cryptocurrency, which make it impossible for Plaintiffs to determine the full amount of damages without a complete accounting.

102. Plaintiffs are without an adequate remedy at law to ascertain the precise nature and extent of the funds and assets misappropriated by Defendants.

103. Equity requires that Defendants render a full and complete accounting of all funds, assets, property, and cryptocurrency received, transferred, or retained by Defendants or other co-conspirators.

WHEREFORE, Plaintiffs demand an accounting, together with such equitable relief as the Court deems just and proper, including restitution, disgorgement, and the imposition of a constructive trust.

Respectfully submitted,

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