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CASE NO: A-20-809172-C
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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

15 QUINTON SINGLETON, an individual,

Case No.:

16 Plaintiff,

Dept. No.:

17 v.

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

18 NETWORKS CORP., a Delaware limited
19 liability company, DAVID WANG, an
20 individual, LAILA MINTAS, an individual,
21 DOES 1-20, and ROES 1-20,

**(Request for Business Court Assignment
Pursuant to EDCR 1.61(a))**

22 Defendants.

**(Exempt from Arbitration – Equitable Relief
Requested)**

22 Plaintiff Quinton Singleton ("Mr. Singleton"), by and through his undersigned counsel,
23 hereby alleges as follows for his Complaint:

NATURE OF THE ACTION

24
25 1. David Wang ("Wang") and Laila Mintas ("Mintas"), acting on behalf of
26 themselves and Networks Corp. ("Networks" or the "Company") (collectively, the "Networks
27 Defendants"), have undertaken a scheme of extortion and defamation against former Networks'
28 founder Quinton Singleton. Both sought to coerce Mr. Singleton into relinquishing his valuable

1 ownership and founders' rights in Networks, so as to enrich themselves. They did so through
2 threats of fabricating allegations of wrongdoing, asserting that they would make those allegations
3 public to intentionally seek to destroy both his reputation in the gaming industry and his
4 professional licenses. Mr. Singleton refused to succumb to their extortive plot, and resigned in
5 response to their underhanded conduct which worked to constructively terminate him. Mr.
6 Singleton's constructive discharge triggered and accelerated further ownership rights for him.

7 Because Mr. Singleton did not succumb to their dirty tricks, the Networks Defendants
8 have now escalated their plot, employing other outrageous conduct that shocks the conscience,
9 including by outright defaming Mr. Singleton by publishing to the business community
10 knowingly false accusations of wrongdoing. They have also employed false threats in attempting
11 to coerce third-parties into violating duties owed to Mr. Singleton, including preservation of his
12 confidential and privileged personal information. To expose this scheme, bring Wang, Mintas
13 and the Company to justice, and fully enforce his rights, including to compensatory and punitive
14 damages, Mr. Singleton brings these claims.

15 **PARTIES AND RELEVANT PERSONS/ENTITIES**

16 2. Plaintiff Mr. Singleton is and was at all times relevant hereto a resident of Clark
17 County, the State of Nevada.

18 3. Defendant Networks is a corporation organized under the laws of Delaware, with
19 its headquarters and principal place of business in Henderson, Nevada.

20 4. Defendant Wang is, and was at all times relevant hereto, a resident of Clark
21 County, the State of Nevada. Wang is Networks' Chairman and sole Director of the Board of
22 Directors, CEO, President, Secretary, Treasurer, and CFO.

23 5. Defendant Mintas is, and was at all times relevant thereto, a resident of Clark
24 County, the State of Nevada. She is the Chairwoman of Networks' "Strategic Advisory Board," a
25 position she acquired courtesy of her personal relationship with Wang. The exact nature of
26 Mintas' relationship with Wang and their individual dealings are presently unknown, but will be
27 developed in discovery.

28

1 **JURISDICTION**

2 6. Defendants have caused the acts and events herein within the State of Nevada, and
3 is subject to the jurisdiction of this Court. Venue is also proper in this Court.

4 7. This matter is properly designated as a business court matter and assigned to the
5 Business Docket under EDCR 1.61(a), as the claims alleged herein arise from business torts.

6 **COMMON ALLEGATIONS**

7 **A. Networks is Founded.**

8 8. Networks is a self-described “omni-channel iGaming and sportsbook platform,”
9 providing technology solutions and services for online gambling and online and retail sports
10 betting operators. Despite the egregious, unethical and lawless conduct outlined above directed
11 at their co-founder, Mr. Singleton, Networks’ website declares that it allegedly “believes in the
12 core principles of integrity, quality and performance...”

13 9. By contrast, Mr. Singleton is a well-regarded leader in the iGaming and sports
14 betting space, and is one of the founders of Networks, who also served as its Chief Operating
15 Officer (“COO”). Mr. Singleton is also a licensed attorney with the State Bar of Nevada and a
16 licensed Certified Public Accountant with the Nevada State Board of Accountancy, both facts
17 that the Networks Defendants have tried to exploit through their extortive threats, even though
18 Mr. Singleton served in a business capacity as COO and not as a lawyer or accountant.

19 10. On or about November 23, 2018, Networks, Wang and Singleton entered into the
20 Founder Shareholders Agreement (the "Founders Agreement"), which sets forth the rights and
21 responsibilities of each of the parties.

22 11. Also, on or about November 23, 2018, Networks and Singleton entered into the
23 Founder Restricted Stock Purchase Agreement (the “Founder Stock Agreement”), which sets
24 forth the equity ownership of Networks. This includes Mr. Singleton’s equity and vesting
25 schedule.

26 12. Pursuant to the Founders Agreement and Founder Stock Agreement, Mr.
27 Singleton possesses valuable rights in Networks, which include but are not limited to the
28 following:

- 1 a. Equity in Networks;
- 2 b. Nomination and election of members to the board of directors;
- 3 c. Approval and authorization of major corporate transactions, which
- 4 includes restructurings, acquisitions, amalgamations or mergers and asset sales;
- 5 d. Approval and authorization of issuance of equity or indebtedness, creation
- 6 of new share classes and changes in rights of equity, including by redemption;
- 7 e. Approval and authorization of amendments or changes to the Founders
- 8 Agreement; and,
- 9 f. Approval and authorization of any amendments or modifications to any
- 10 stock purchase or option plans or any issuance of stock grants.

11 13. Also on or about November 23, 2018, Mr. Singleton and Wang, individually and
12 Wang on behalf of Networks, entered into the Indemnity Agreement (the “Indemnity
13 Agreement”). This Indemnity Agreement entitles the founders, including Mr. Singleton, to
14 indemnification, advancement of expenses, including legal fees and costs, and reasonable
15 compensation concerning any claims or disputes pertaining to his role at Networks.

16 **B. Wang and Mintas Attempt to Extort Singleton.**

17 14. Recognizing the potential skyrocketing value of the Company given the
18 expanding sports betting landscape, Wang undertook a plan endeavoring to diminish, if not
19 eliminate and oppress Mr. Singleton's rights, including his rights as a founder of the Company.
20 Doing so, would not coincidentally make Wang's own stake in the Company all the more
21 valuable.

22 15. One of the people that Wang enlisted in his plan is Mintas, an individual who
23 purports to be a “German lawyer”. But a search of the Nevada State Bar records reveals that she
24 is neither admitted to practice law nor registered to perform legal services as an in-house counsel
25 in the state of Nevada. Again, the exact nature of the Wang/Mintas relationship will become
26 clearer through the discovery process.

27
28

1 16. Within weeks of Networks launching and providing services to its first customers,
2 and as part of their conspiratorial scheme, Wang and Mintas held a meeting with Mr. Singleton
3 on September 18, 2019 at the Networks' offices located in Clark County, Nevada.

4 17. During the meeting, Wang and Mintas openly fabricated accusations of
5 unspecified acts of fraud, breaches of fiduciary duty, and criminal conduct, which they claim
6 they would publicly make against Mr. Singleton, and repeatedly stated their intent to "damage"
7 his reputation and professional licenses if he would not relinquish all of his legal rights without
8 compensation for the benefit of Wang. Indeed, they specifically threatened to attempt to have
9 Mr. Singleton "prosecuted" for unspecified wrongs and to further attempt to injure his law,
10 accounting and gaming licenses should he refuse their terms.

11 18. Wang's and Mintas' threats and coercion to obtain valuable rights and properties
12 from Mr. Singleton, including his stock, are felonies and gross misdemeanors under Nevada law.
13 *See* NRS 207.190 (Class B felony to attempt to intimidate a person with threats); NRS 205.320
14 (felony to attempt to gain money or other property by way of threats or accusations); NRS
15 199.480 (gross misdemeanor to cheat or defraud another out of any property by unlawful or
16 fraudulent means, to prevent another from exercising any lawful trade or calling by force, threats
17 or intimidation, to interfere or threaten to interfere with any property of another, to commit any
18 act injurious to public health and morals, trade or commerce, and to accomplish any criminal or
19 unlawful purpose).

20 19. Wang and Mintas conspired and undertook these efforts for the purpose of
21 coercion, cognizant that their accusations were fabricated for an improper and unlawful purpose.
22 But further confirming their lack of basic legal understanding or faithfulness to the Founders
23 Agreement, Founder Stock Agreement and the Indemnity Agreement, their threats triggered
24 further rights thereunder for Mr. Singleton's protection. Specifically, in making accusations
25 against Mr. Singleton, the Indemnity Agreement entitles him to an advancement of all legal
26 expenses he incurs and reasonable compensation in addressing the false allegations. Despite
27 multiple demands for advancement, Wang and Mintas have caused Networks not to comply with
28 its indemnity obligations.

1 20. In the face of these and other wrongful acts, Mr. Singleton could no longer endure
2 the untenable work environment at Networks and thus announced his resignation for "good
3 reason," and further reaffirmed his rights in all stock and other interest in Networks, including
4 under the Founder Stock Agreement.

5 **C. The Scheme Continues.**

6 21. When their initial threats and extortion efforts failed, Defendants Wang and
7 Mintas caused Networks to undertake other improper and outrageous conduct against Mr.
8 Singleton. For example, on January 19, 2020, Networks sent a letter purporting to provide notice
9 that it intended to redeem Mr. Singleton's equity in Networks and re-purchase all of his unvested
10 shares, even though all of his shares had already vested and any attempt to do so is invalid and a
11 legal nullity. Such conduct is just another of their crimes under Nevada law. *See* NRS 205.0832
12 (Class B felony to control any property with value of \$3,500 or more of another person with the
13 intent to deprive that person of their property); NRS 205.220 (Class B felony to intentionally
14 steal or take personal property with value of \$3,500 or more that is owned by another person).

15 22. In that same letter, Defendants Networks and Wang stated that they will "reform"
16 "[a]ll of the agreements" without regard to the contractual and corporate governance
17 requirements of the Company. This threat is in direct contravention of the parties' agreements.
18 Of course, Wang does not care about the law or reality. He simply seeks to fabricate, conspire,
19 dissemble, lie, cheat and steal, and run roughshod over Mr. Singleton's legal rights in his quest
20 for control.

21 23. Just two days later, January 21, 2020, Networks posted a message on LinkedIn
22 stating "Quinton Singleton's employment with [Networks] ceased in October 2019. Mr.
23 Singleton no longer represents or is in any way affiliated with the Company as an employee."
24 Immediately thereafter and in furtherance of the scheme, Mintas reposted Networks post, adding
25 for good measure, the following false and outrageous statement: "I see it as my obligation to the
26 industry to comment on Singletons [sic] departure and clarify that [Networks] had information
27 that led to the allegation that Singleton committed fraud against the Company and gave him a 30
28

1 days notice [sic] to cure the allegation. Instead of curing the allegation, Singleton decided to
2 leave [Betworks]." The actual LinkedIn posting is reproduced here:



3 **Dr. Laila Mintas** • 1st



4 Advisor & C-Level Executive with a strong
5 background in the Sports and Technology...
6 2h • Edited •

7 I see it as my obligation to the industry to comment on
8 Singletons departure and clarify that **Bet.Works** had
9 information that led to the allegation that Singleton
10 committed fraud against the Company and gave him a
11 30 days notice to cure the allegation. Instead of
12 curing the allegation, Singleton decided to leave
13 Bet.Works.



14 **Bet.Works Corp** • 2nd

15 SPORTSBOOK. IGAMING. PLATFORM. ON-
16 PROPERTY. MOBILE. WEB. FULLY MANAGED TUR...
17 2h •

18 Quinton Singleton's employment with **Bet.Works**
19 ceased in October 2019. Mr. Singleton no longer
20 represents or is in any way affiliated with the
21 Company as an employee. For business matters
22 please contact **Steve Nathan**



23
24 24. Defendant Mintas knew this statement to be false and that it was in fact part of the
25 scheme she had undertaken with Wang and the Company.

26 25. Moreover, in furtherance of the Betworks Defendants' unlawful acts, they have
27 made repeated and concerted efforts to obtain Mr. Singleton's sensitive and private personal and
28 financial information through threats and coercion and false representations made to third

1 parties, to further their scheme of extortion for personal gain and for the purpose of harming Mr.
2 Singleton. Despite notification to Networks and Wang on January 5, 2020 to cease such actions
3 and that such actions would constitute a violation of law, Networks and Wang have continued
4 these unlawful activities. *See* NRS 205.461 *et seq.* (Class B felony to wrongly obtain personal
5 identifying information).

6 **FIRST CAUSE OF ACTION**

7 **(Breach of Contract – Against Defendants Networks and Wang)**

8 26. Mr. Singleton repeats and realleges the allegations set forth in Paragraphs 1
9 through 25 above as though fully set forth herein.

10 27. As outlined above, the Networks Defendants have undertaken a campaign
11 intending to accomplish an unlawful objective for the purpose of harming Mr. Singleton.

12 28. To put a halt to this illegal, wanton and unconscionable scheme, Singleton brings
13 this action.

14 29. Wang and Mintas have caused Networks to breach its obligations to Mr. Singleton,
15 including under the Founders Agreement, Founder Stock Agreement and Indemnity Agreement.

16 30. Pursuant to the terms, all of Mr. Singleton's stock has fully vested and the attempts
17 to deprive him of his stock and failure to issue Mr. Singleton his stock certificates violates his
18 expressed contractual rights, as well as the implied duty of good faith and fair dealing recognized
19 in every contract.

20 31. Further, pursuant to their terms, the Founders Agreement, Founder Stock
21 Agreement and Indemnity Agreement cannot be amended or modified without the written consent
22 of Mr. Singleton and the attempt to “reform” these agreements violates his expressed contractual
23 rights as well as the duty of good faith and fair dealing recognized in every contract.

24 32. Mr. Singleton has sustained damage as a result of the breach, in an amount that
25 will be proven at trial, but in excess of \$15,000 for purposes of this Court's jurisdiction.

26 33. Mr. Singleton has been forced to hire an attorney to prosecute this action and
27 therefore seeks recovery of his attorneys' fees and court costs to the extent allowed under Nevada
28 law.

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SECOND CAUSE OF ACTION

(Conversion – Against the Betworks Defendants)

34. Mr. Singleton repeats and realleges the allegations set forth in Paragraphs 1 through 33 above as though fully set forth herein.

35. As outlined above, Betworks, Wang and Mintas have undertaken a campaign intending to accomplish an unlawful objective for the purpose of harming Mr. Singleton.

36. To put a halt to this illegal, wanton and unconscionable scheme, he brings this action.

37. Pursuant to their scheme, Betworks, Wang and Mintas have wrongfully exercised control and dominion over Mr. Singleton's stock, property which belongs to him. The Betworks Defendants have no rights to possess or control Mr. Singleton's personal property, including his stock.

38. The Betworks Defendants' conduct relative to Mr. Singleton's property is in derivation of his rights and constitutes the tort of conversion under Nevada law.

39. Mr. Singleton has sustained damage as a result of the breach, in an amount that will be proven at trial, but in excess of \$15,000 for purposes of this Court's jurisdiction.

40. The Betworks Defendants' conduct was undertaken with oppression and in conscious disregard of Mr. Singleton's rights and entitles him to a reward of punitive damages to punish the Betworks Defendants, discouraging them from repeating their misconduct in the future, disgorge any ill-gotten gain they have received and to discourage others from engaging in similar deplorable conduct.

41. Mr. Singleton has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs to the extent allowed under Nevada law.

THIRD CAUSE OF ACTION

(Libel Per Se – Against the Betworks Defendants)

42. Mr. Singleton repeats and realleges the allegations set forth in Paragraphs 1 through 41 above as though fully set forth herein.

1 43. As outlined above, Defendant Mintas, on behalf of the Company, made at least one
2 false and libelous statement concerning Mr. Singleton. Discovery will reveal all of the other times
3 the Networks Defendants have defamed and/or libeled Mr. Singleton by publishing knowingly
4 false statements about him to third parties.

5 44. Mintas was acting on behalf of Networks, Wang and herself when she posted her
6 written libel concerning Mr. Singleton on LinkedIn.

7 45. The Networks Defendants' statement about Mr. Singleton was defamatory *per se*
8 because it was intended to injure him in his trade, business, profession, or office.

9 46. Because their statement is defamation *per se*, the law presumes damages. Those
10 damages are in an amount to be proven at trial, but are in excess of \$15,000 for the purpose of this
11 Court's jurisdiction.

12 47. The Networks Defendants' conduct was undertaken with oppression and in
13 conscious disregard of Mr. Singleton's rights and entitles him to an award of punitive damages to
14 punish the Networks Defendants, discourage them from repeating their misconduct in the future,
15 disgorge any ill-gotten gain they have received, and discourage others from engaging in similar
16 deplorable conduct.

17 48. Mr. Singleton has been forced to hire an attorney to prosecute this action and
18 therefore seeks recovery of his attorneys' fees and court costs to the extent permitted under
19 Nevada law.

20 **FOURTH CAUSE OF ACTION**

21 **(Tortious Constructive Discharge against Networks)**

22 49. Mr. Singleton repeats and realleges the allegations set forth in Paragraphs 1
23 through 48 above as though fully set forth herein.

24 50. Mr Singleton's resignation was induced by the Networks Defendants. They
25 undertook a scheme to threaten and coerce Mr. Singleton, including accusing him of committing
26 unspecified acts of fraud, breaches of fiduciary duty, and criminal conduct. The Networks
27 Defendants also threatened to report him to prosecutorial, administrative, and licensing authorities
28

1 unless he agreed to “walk away quietly,” resign, and relinquish his equity interests and rights
2 without just compensation.

3 51. The Networks Defendants' threats and conduct was such that a reasonable person
4 in Mr. Singleton's position would have also resigned because of the aggravated and intolerable
5 employment conditions.

6 52. The Networks Defendants had actual knowledge of the conditions exerted against
7 Mr. Singleton. In fact, they were the cause of the intolerable and unbearable conditions.

8 53. The Networks Defendants could have remedied the situation.

9 54. Mr. Singleton has sustained damage as a result of the Networks constructive
10 termination, in an amount that will be proven at trial, but in excess of \$15,000 for purposes of this
11 Court's jurisdiction.

12 55. Networks' conduct was undertaken with oppression and in conscious disregard of
13 Mr. Singleton's rights and entitles him to an award of punitive damages to punish Networks,
14 discourage it from repeating this misconduct in the future, disgorge any ill-gotten gain it has
15 received by forcing Mr. Singleton out of the Company, and discourage others from engaging in
16 similar deplorable conduct.

17 56. Mr. Singleton has been forced to hire an attorney to prosecute this action and
18 therefore seeks recovery of his attorneys' fees and court costs to the extent allowed under Nevada
19 law.

20 **FIFTH CAUSE OF ACTION**

21 **(Expressed Indemnification – Networks)**

22 57. Mr. Singleton repeats and realleges the allegations set forth in Paragraphs 1
23 through 56 above as though fully set forth herein.

24 58. Mr. Singleton and Networks entered into an Indemnity Agreement on or about
25 November 23, 2018.

26 59. During the meeting on or about September 18, 2019, Defendants Wang and Mintas
27 threatened to institute an action, hearing, proceeding, suit, claim, investigation, or inquiry.
28

1 Defendants' actions initiated a covered proceeding pursuant to Section 1(g) of the Indemnification
2 Agreement.

3 60. Mr. Singleton properly complied with the notification provisions set forth in
4 Section 7 of the Indemnity Agreement when he tendered notice and demand for indemnification
5 and advancement to Wang and Networks on or about October 11, 2019.

6 61. Pursuant to the Indemnity Agreement, Mr. Singleton is entitled to expressed
7 indemnification and advancement of expenses and reasonable compensation. Networks has
8 breached its obligations and damaged Mr. Singleton by failing to provide the demanded
9 advancement.

10 62. Mr. Singleton has been forced to hire an attorney to prosecute this action and
11 therefore seeks recovery of his attorneys' fees and court costs to the extent allowed under Nevada
12 law.

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WHEREFORE, Mr. Singleton prays for judgment as follows:

1. An award of damages against the Networks Defendants;
2. An award of punitive damages against the Networks Defendants;
3. An injunction to halt any further interference with Mr. Singleton's rights;
4. Indemnity, advancement and reasonable compensation from Defendant Networks;
5. An award of reasonable costs and attorneys' fees; and
6. Any additional relief this Court deems to be just and proper on the evidence

presented at trial.

DATED this 24th day of January, 2020.

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