

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: 1:24-cv-23420-RAR

ESTATE OF SIDDHARTH MAHESH
SUNDARAM,

Plaintiff,

v.

POPCORN TECHNOLOGIES LTD. (d/b/a
UnshETH), AMBIDEXTROUS LABS INC
(d/b/a UnshETH), ABINAV J. "AJ"
NARAYANAN, ADITHYA
BALASUBRAMANIAN (a/k/a ADITHYA
BALA) and YASH SINHA,

Defendants.

AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Estate of Siddharth Mahesh Sundaram ("Estate") files this Amended Complaint and Demand for Jury Trial against Defendants Popcorn Technologies Ltd. (d/b/a UnshETH) ("Popcorn"), Ambidextrous Labs Inc (d/b/a UnshETH) ("Ambidextrous" and together with Popcorn, "UnshETH"), Mr. Abinav J. "AJ" Narayanan ("AJ"), Mr. Adithya Balasubramanian (a/k/a Adithya Bala) ("Bala") and Mr. Yash Sinha ("Sinha" and with AJ and Bala, the "Executives") (collectively, "Defendants").

INTRODUCTION

1. The cryptocurrency industry has been plagued by scandals and bad actors.
2. UnshETH, Bala, Sinha and AJ are quintessential crypto bad actors. They ran a haphazard operation, with little regard for employment laws nor the wellbeing of their employees. They also exuded a toxic culture within UnshETH. When their employees sought payment to which

they were entitled for their work, they were met with belligerence, vitriol and retaliation.

3. Rather than accepting responsibility for their conduct and their staff, Bala, Sinha and AJ exacerbated the issues that they had created through their unlawful conduct, doubling down by going silent and refusing to pay their employees for their hard work and reaping the wealth those employees generated for UnshETH, Bala, Sinha and AJ.

4. The Estate brings this action after the death of a young man, Mr. Siddharth Mahesh Sundaram (“Sid”). In one of his first employment positions out of college, Sid worked tirelessly for UnshETH, Bala, Sinha and AJ over many months until he recognized the toxicity of the working environment as well as the lawlessness and complete lack of morality of Bala, Sinha and AJ for whom he worked.

5. After months of not being compensated for his work, being denied the bonuses to which he was entitled, and being denied reimbursement for thousands of dollars in business expenses that he incurred (on behalf of UnshETH as part of his employment and with UnshETH’s approval), Sid voiced his concerns with UnshETH, Bala, Sinha and AJ.

6. UnshETH, Bala and Sinha then retaliated against Sid, refusing to pay Sid the amounts to which he was owed, threatening him in writing and orally, and making baseless accusations that Sid was “blackmailing” them, when in reality Sid was simply seeking to enforce his employment rights and obtain payment for work he dutifully performed.

7. Troublingly, Bala, Sinha and AJ fostered a culture within UnshETH where consuming drugs, particularly “street” Adderall, was the norm and even encouraged.

8. When Sid commenced employment with UnshETH, Sinha recommended to Sid a drug dealer who “sells real shit” and astonishingly, Sinha provided Sid with “a one-time expense allowance of \$500 for addy.”

9. After many months of being unpaid and “run around” by UnshETH, Bala and Sinha, their conduct pushed young Sid to the edge. Amidst the severe pressure, Sid suffered mental and physical health issues and turned more heavily to medication and substances to help deal with the impossible situation in which he was placed. Unfortunately, amidst the heat of his dispute with UnshETH and the aggressive and dismissive conversations between Bala, Sinha and Sid, Sid passed at the age of 24 on November 28, 2023.

10. The Estate brings this action to recover compensatory damages, liquidated damages, statutory damages, pre- and post-judgment interest, attorneys’ fees and costs and any other damages for lost compensation or employee benefits that Sid would have received but for UnshETH’s, Bala’s, Sinha’s and AJ’s unlawful conduct pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), unlawful conduct pursuant to the New York Labor Law (“NYLL”), violations of the anti-retaliation provisions of the FLSA, violations of the anti-retaliation provisions of the NYLL, as well as any other claim(s) and relief that can be inferred from the facts set forth herein.

JURISDICTION AND VENUE

11. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1337 as well as under 28 U.S.C. § 1367 for all claims arising under New York law.

12. The Court has personal jurisdiction over Defendants because, upon information and belief, among other things: (a) the principal address and nerve center of the operations of Popcorn and Ambidextrous are both located in the State of Florida; (b) from at least January 2022 through at least the filing of the Complaint (ECF No. 1) in this Action (“Complaint”), Bala, Sinha and AJ were all domiciled in the State of Florida; (c) from at least January 2022 through at least the filing of the Complaint, the UnshETH business was conducted from Miami, Florida by Bala, Sinha and AJ; (d) UnshETH, Bala, Sinha and AJ are all doing and have been doing business continuously in

the State of Florida; (e) the claims in this Action arise from and are connected to UnshETH's, Sinha's, Bala's and AJ's business activities committed within and from Florida; and (f) a substantial part of the wrongful acts committed by UnshETH, Bala, Sinha and AJ that are the subject of this Action occurred in Florida, including Defendants' failure to pay at least \$85,011 in remuneration and other payments to Sid and their retaliation towards Sid in violation of applicable laws.

13. The Court also has personal jurisdiction over Bala, Sinha and AJ because, upon information and belief, from at least January 2022 through at least the filing of the Complaint, Bala, Sinha and AJ operated, conducted, engaged in, and carried on business in Florida, including without limitation, by: (i) entering into commercial transactions and arrangements on behalf of UnshETH and Unstable from Florida, including transactions with Florida-based entities and Florida-based residents, (ii) soliciting and engaging with contractors, clients and investors of UnshETH and Unstable that were domiciled in Florida, (iii) hosting and participating in physical and virtual business meetings in and from Florida, (iv) soliciting and obtaining investments from Florida-based entities and Florida-based residents, and (v) deriving a substantial amount of their respective total volumes of business and income from Florida-based entities and Florida-based residents.

14. Upon information and belief, from at least January 2022 through at least the filing of the Complaint, Bala, Sinha and AJ all used and possessed real property in the State of Florida, including without limitation, using and possessing apartments located in Miami, Florida.

15. Upon information and belief, Bala's and Sinha's apartments in Miami, Florida were also used as business offices for UnshETH.

16. Upon information and belief, from at least January 2022 through early 2024, Bala had a business office in Boca Raton, Florida.

17. Bala owned, used, possessed and held real property in Boca Raton, Florida from at

least January 2022 until early 2024.

18. Upon information and belief, from at least January 2022 through at least the filing of the Complaint, Bala derived most of his income in Florida.

19. Upon information and belief, Bala currently maintains a private mailbox in Florida at 18117 Biscayne Blvd, Aventura, Florida 33160, from which Bala's relatives collect Bala's mail and from which mail is redirected to Bala and/or Bala's relatives.

20. Bala has been sued in other lawsuits in Florida arising from his activities in Florida. One of those lawsuits is still active, which is *Kristina Gregg v. Adithya Bala*, filed in Palm Beach County, Florida on June 23, 2025 relating to Bala's conduct in Florida in mid-2023.¹

21. Bala and Sinha encouraged Sid to travel to Miami, Florida to work for them from Miami, Florida, including from Bala's and Sinha's apartments in Miami. For example, as late as November 2, 2023, Sinha and Sid exchanged text messages in which Sinha stated to Sid "come to Florida," to which Sid replied "down to come to Miami in Dec **to work with you [Sinha] and wags [Bala]** ... can I crash on someone's couch" and Sinha replied "yeah np."

22. As alleged herein, UnshETH, Bala, Sinha and AJ engaged in substantial and not isolated activity within the State of Florida.

23. As alleged herein, UnshETH, Bala, Sinha and AJ purposefully availed themselves of the privilege of conducting activities within the State of Florida.

24. The causes of action alleged in this Amended Complaint all arise from or are related to the actions of UnshETH, Bala, Sinha and AJ in the State of Florida, including without limitation,

¹ This is an auto negligence case numbered Case No. 50-2025-CA-006176, in which Plaintiff Gregg alleges that on or about June 29, 2023, Bala negligently operated a motor vehicle at or near E Yamato Road and Federal Highway in Boca Raton, causing a collision with Gregg's vehicle. Gregg claims to have sustained bodily injuries, pain and suffering, disability, disfigurement, mental anguish, loss of enjoyment of life, medical expenses, lost earnings, and property damage allegedly as a result of Bala's negligence.

the actions of UnshETH, Bala, Sinha and AJ in the State of Florida alleged herein.

25. Based on all of the allegations herein, UnshETH, Bala, Sinha and AJ are subject to general personal jurisdiction and specific personal jurisdiction of the courts in the State of Florida.

26. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because, upon information and belief, Popcorn and Ambidextrous reside in this District and a substantial part of the acts and omissions giving rise to Plaintiff's claims against Defendants occurred in this District.

THE PARTIES

27. From June 2023 to November 2023, Sid worked in New York City for Defendants (who were all domiciled in Florida), and was an "employee" entitled to protection as defined by the FLSA and NYLL.

28. The Estate is domiciled in the State of New York pursuant to 28 U.S.C. § 1332(c)(2) given that Sid resided in the State of New York.

29. Upon information and belief, Defendant Popcorn is a corporation duly organized and existing under the laws of the State of Delaware, with its principal place of business in Miami, Florida.

30. Upon information and belief, Defendant Ambidextrous is a corporation duly organized and existing under the laws of the State of Delaware, with its principal place of business in Miami, Florida.

31. Upon information and belief, Defendant AJ is a co-founder of UnshETH and is currently domiciled in the State of Massachusetts.

32. Upon information and belief, Bala was domiciled in the State of Florida from at least July 2019 to at least mid-2024.

33. Upon information and belief, in or around mid-2024, Bala fled from Florida to Dubai, United Arab Emirates² when he was faced with allegations related to his misconduct while at UnshETH. Bala's abscondment is a classic case of a defendant seeking to avoid liability by fleeing the jurisdiction in which they have liability.

34. Upon information and belief, Defendant Bala is a co-founder of UnshETH.

35. Upon information and belief, Bala became a co-founder of UnshETH in or around June 2023.

36. Upon information and belief, in or around June 2023 discussions occurred between Bala, AJ and Sinha during which it was agreed that Bala would be publicly recognized as a co-founder of UnshETH and that Bala would be issued a "co-founder" share of UnshETH tokens.

37. Upon information and belief, Bala was issued with that "co-founder" share of UnshETH tokens in or around June 2023.

38. Upon information and belief, Bala was recognized by UnshETH's employees, partners and business contacts as a co-founder of UnshETH, including without limitation, by Sid's friend and roommate, Anirudh Pai (currently a partner at Robot Ventures, a venture capital firm focused on fintech and blockchain companies) ("Pai").

39. On November 14, 2023, Sinha told Sid in writing that Bala and Sinha were "partners" in UnshETH, reinforcing Bala's status as a co-founder and an executive of UnshETH.

40. Bala was publicly recognized as a "founder" or co-founder of UnshETH and was the public face of the UnshETH protocol and the UnshETH business alongside Sinha.

² Dubai is known as a haven for crypto bad actors. *See, e.g.* <https://www.bloomberg.com/news/features/2024-12-05/dubai-s-alleged-crypto-scams-are-raking-in-billions> ("Dubai's alleged crypto scams are raking in billions. Ponzi and pyramid schemes dressed in startup clothes have been running rampant in the UAE, experts and US authorities say."); <https://www.cryptopolitan.com/us-crypto-ponzi-schemes-thriving-in-dubai/> ("Experts argue that over the last decade, Dubai has quietly become a hotbed for a type of crypto scamming").

41. For example, on January 23, 2024, as shown in the below extract, an X / Twitter user identified Bala (Bala’s X / Twitter handle is “@wagmi33”) as a “founder” of UnshETH (https://x.com/leslieloser_/status/1749795109091361054):



42. Further, on October 28, 2023, as shown in the below extract, Bala participated in a X / Twitter spaces event on behalf of UnshETH with UnshETH’s commercial partner, DIA (https://x.com/DIAdata_org/status/1718304114898260331):



43. Upon information and belief, Bala's LinkedIn profile was updated in mid-2025 (after the filing of the Complaint and after Bala had been served) to reflect that Bala had moved to the United Arab Emirates and that Bala is now working for a "Web3 Stealth Startup." Upon information and belief, that "Web3 Stealth Startup" is Unstable for which Bala and Sinha directed Sid to work (and Sid did) without ever paying Sid for such work.

44. Bala's LinkedIn makes no mention of UnshETH.

45. Despite Bala's LinkedIn and Bala's recent statements under oath that he ceased work for UnshETH in November 2023 (ECF No. 22-1 ¶ 8), public records show that Bala continued to work for UnshETH through early 2024.

46. Bala also continued to be recognized as a public face of UnshETH in 2024.

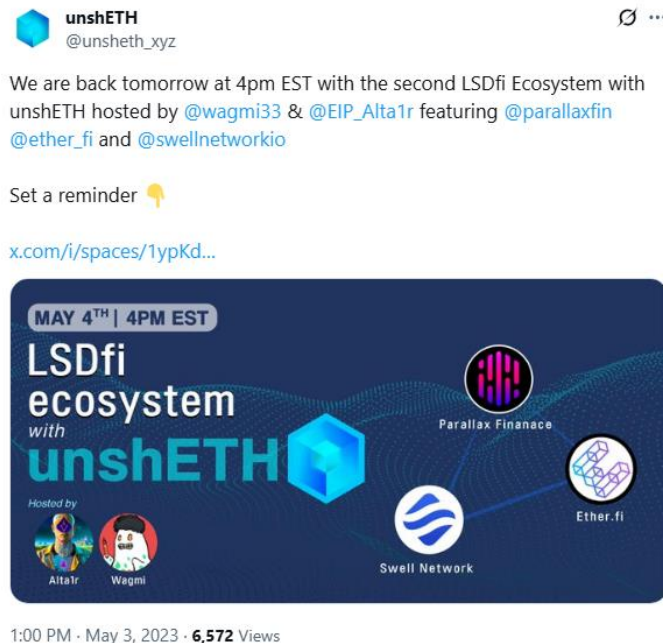
47. For example, on January 19, 2024, Bala and Sinha spoke to the "UnshETH Community" as the two representatives of UnshETH during a public X / Twitter Spaces event called "unshETH Community Call."

48. Further, on February 11, 2024, the below post on X / Twitter states that Bala spoke on behalf of UnshETH during an X / Twitter Spaces event with partner DIA (https://x.com/DIAdata_org/status/1756637999880880406):



49. Affirming their status as co-founders and executives of UnshETH, throughout 2023 and early 2024, Bala and Sinha regularly hosted X / Twitter Spaces events as the two key individuals and the public faces of UnshETH.

50. For example, in addition to the above examples, as shown in the below extract, Bala and Sinha hosted the following X / Twitter Spaces event on May 3, 2023:



51. After the filing of the Complaint in this Action, as shown in the below extract, Bala set his X / Twitter profile to private so none of his posts are publicly available (see <https://x.com/wagmi33>):



These posts are protected

Only approved followers can see @wagmi33's posts.
To request access, click Follow. [Learn more](#)

52. Upon information and belief, Defendant Sinha is a co-founder of UnshETH and is currently domiciled in the State of California.

Popcorn and Ambidextrous are a Single Integrated Enterprise and Joint Employer

53. Popcorn and Ambidextrous are each an “enterprise engaged in commerce” within the meaning of the FLSA.

54. Popcorn and Ambidextrous each have or had employees engaged in commerce during the relevant period.

55. Upon information and belief, Popcorn and Ambidextrous each have or had an annual gross volume of sales in excess of \$500,000 during the relevant period, both individually and as a single integrated enterprise together.

56. Throughout Sid's employment, Popcorn and Ambidextrous both did business as UnshETH and jointly used the UnshETH brand and offered the UnshETH tokens in commerce. Popcorn and Ambidextrous engaged in identical commercial activities and identical business purposes, and were in fact, used interchangeably as corporate entities (albeit as shell entities) by Bala, Sinha and AJ in commerce.

57. Throughout Sid's employment, Popcorn and Ambidextrous had unified operations, shared the same employees and contractors, shared the same website and social media accounts, shared the same Telegram and other messaging platforms, and used the same internal systems.

58. Acting as the co-founders and executives of both Popcorn and Ambidextrous, Bala, Sinha and AJ worked for and represented both Popcorn and Ambidextrous and exercised the same authority and control over Popcorn and Ambidextrous. This authority and control exercised on behalf of Popcorn and Ambidextrous included the authority to hire and fire employees, set employees' wage rates, assign employees their work duties, and maintain employee pay records.

59. During his employment, Sid was interchangeably paid remuneration and reimbursed expenses from the accounts of both Popcorn and Ambidextrous.

60. Popcorn and Ambidextrous are a single integrated enterprise for the purposes of the FLSA and NYLL, and cumulatively they have had an annual gross volume of sales in excess of \$500,000 during the relevant period.

61. Popcorn and Ambidextrous shared and codetermined the essential terms and conditions of Sid's employment and exercised sufficient control over Sid's employment to be considered his "employers" under the FLSA and NYLL.

62. Operating as joint employers, Popcorn and Ambidextrous engaged in a scheme to deprive Sid of the benefits and wages required by the FLSA and the NYLL.

Bala, Sinha and AJ are also Sid's Employers under the FLSA and NYLL

63. Bala, Sinha and AJ are the co-founders of UnshETH and publicly identify themselves as the co-founders of UnshETH.

64. Throughout Sid's employment with UnshETH, Bala, Sinha and AJ held and exercised authority and control over personnel decisions at UnshETH, including the authority to hire and fire employees, set employees' wage rates, assign employees their work duties, and maintain employee pay records.

65. For example, Bala, Sinha and AJ set work schedules and travel schedules for employees, assigned work and work duties to employees, determined their rates of pay and bonuses, assigned employees and contractors responsibilities, determined the expenses which would be reimbursed by UnshETH and distributed wages to employees including Sid.

66. As another example, Bala, Sinha and AJ exercised their authority and control to fire various other employees and contractors of UnshETH during the course of Sid's employment.

67. Bala was the co-founder and executive with primary control over the UnshETH protocol. This is confirmed by a message sent by Sinha to Sid on August 30, 2023, in which Sinha blamed Bala for certain issues with the UnshETH protocol because Bala controlled the UnshETH protocol when those issues occurred.

68. Bala was the executive who was the primary contact for partners of UnshETH, and Bala spearheaded and managed UnshETH's relationships with its partners. Those partners included without limitation, Arbitrum Foundation, Stader Labs, Tenet, Redstone, PancakeSwap, Timeswap, Ankr, Swell, Maverick, AlphaLab and DIA.

69. Upon information and belief, Bala was the primary executive who orchestrated and entered into partnerships between UnshETH and third parties, including without limitation, a commercial arrangement between UnshETH and the Arbitrum Foundation (pursuant to which members of the public who staked their Ethereum on UnshETH's protocol on the Arbitrum blockchain would be given free Arbitrum tokens), a commercial arrangement between UnshETH and Stader Labs (pursuant to which Stader Labs would be featured as an asset within the UnshETH basket of liquid staking tokens), and a commercial arrangement between UnshETH and Tenet (pursuant to which UnshETH would be integrated onto the Tenet Bridge (*see* https://x.com/tenet_org/status/1722272958461444509)).

70. Bala was the executive who, with Sinha, made all decisions regarding the staff and employees of UnshETH. This was partly because there was no human resources staff or function within UnshETH.

71. For example, on November 24, 2023, Bala sent a message to Sinha, Sid and others recommending that a certain individual named "Drop" be hired, stating "We used [D]rop to set up and manage security of unshETH discord ... Would recommend hiring him to set up the security plus there's some training on the newest tools and security practices."

72. Upon information and belief, prior to and during the time of Sid's employment, Bala introduced and engaged contractors that provided marketing services to UnshETH, including a marketing consultancy firm which managed UnshETH community forums, X / Twitter Spaces, the

UnshETH website and the UnshETH Discord.

73. Bala made decisions regarding the payment and compensation of staff and employees of UnshETH, including Sid.

74. Sid had multiple conversations and correspondence with Bala and Sinha about Sid's nonpayment for his work in late 2023, and Bala and Sinha refused to pay Sid despite those conversations and that correspondence.

75. For example, on November 14, 2023, Sid sent a message to Sinha stating that "I trusted you wholeheartedly, until **Wags [Bala] told me I wasn't going to get paid at all.**"

76. Bala made decisions regarding the hiring and firing of staff and employees of UnshETH, particularly staff and employees who worked on the UnshETH protocol which he controlled, including Sid.

77. Bala and Sinha also directed Sid to work on another business called "Unstable" which was "building the pro-decentralization LSDfi-native lending protocol that can support any LSD as collateral" and was, upon information and belief, co-owned by Bala and Sinha.³

78. Bala and Sinha also directed Sid to reach out to potential investors regarding investing in Unstable, which in November 2023 sought to raise "\$2mm at a post-money valuation of \$10mm."

79. In late 2023, Bala and Sinha directed Sid to market and pitch Unstable to investors.

80. On October 12, 2023, Bala and Sinha directed Sid to draft and revise an investment deck relating to Unstable, which upon information and belief, Bala and Sinha then sent to investors.

81. On November 2, 2023, Bala and Sinha also directed Sid to work on "unstable stuff."

³ Upon information and belief, the website for Unstable is <https://www.unstable.money/>.

82. Bala and Sinha issued these directions and made Sid do this work for Unstable, despite not paying Sid for such work.

83. Also on November 2, 2023, Sinha asked to Sid “come to Florida,” to which Sid replied, “down to come to Miami in Dec **to work with you [Sinha] and wags [Bala].**” Upon information and belief, this was to “work” for Bala and Sinha on matters relating to both UnshETH and Unstable.

84. During the relevant period, and for the reasons set forth herein, Bala, Sinha and AJ exercised sufficient control over the operations of UnshETH and the employment of Sid by UnshETH to be considered Sid’s “employer” under the FLSA and the NYLL.

85. During the relevant period, and for the reasons set forth herein, each of Popcorn, Ambidextrous, Bala, Sinha and AJ were an “employer” of Sid for the purposes of the FLSA and NYLL.

Popcorn and Ambidextrous are Alter Egos of Bala, Sinha and AJ

86. Upon information and belief, Bala, Sinha and AJ used Popcorn and Ambidextrous as mere instrumentalities and/or alter egos, to avoid potential liability for their violations of U.S. laws in operating UnshETH, including with respect to Sid and the Estate as alleged herein.

87. Upon information and belief, Bala, Sinha and AJ dominated and controlled Popcorn and Ambidextrous to such an extent that neither Popcorn or Ambidextrous had any independent existence as a corporate entity.

88. Upon information and belief, Bala, Sinha and AJ abused the corporate form of Popcorn and Ambidextrous to avoid liabilities associated with their operation of UnshETH, including without limitation, to avoid paying UnshETH’s staff including Sid, the amounts that those staff were owed in connection with their employment.

89. Upon information and belief, Popcorn and Ambidextrous were both undercapitalized shell corporations with no assets and no ability to pay the staff that they employed.

90. Upon information and belief, Bala, Sinha and AJ also commingled and pooled funds of Popcorn and Ambidextrous with the personal funds of Bala, Sinha and AJ and/or the funds of other companies owned and controlled by Bala, Sinha and AJ, including without limitation Unstable and the entities associated with Unstable.

91. Upon information and belief, Popcorn and Ambidextrous had no corporate offices and instead, Bala's and Sinha's apartments in Miami, Florida were used as business offices for Popcorn and Ambidextrous.

92. Upon information and belief, Bala and Sinha knowingly misrepresented Popcorn's and Ambidextrous' financial ability and willingness to pay Sid and other UnshETH employees the amounts Bala and Sinha promised to pay them for their work and services.

93. Upon information and belief, UnshETH had minimal financial resources and no ability to pay Sid for his work and services, despite Sinha's and Bala's representations and promises to Sid otherwise.

94. Bala and Sinha's fraudulent and improper misuse of the corporate form caused injury to Sid and the Estate in the amounts sought in this Action.

95. Sinha and Bala continued to misrepresent to Sid that he would be paid the amounts he was owed if he continued to work for UnshETH, while Sinha and Bala knew that neither Popcorn nor Ambidextrous had the funds to make those payments and were simply shell entities.

96. Sinha and Bala eventually admitted to Sid in November 2023 that UnshETH did not have the funds, nor the desire, to pay Sid any of the amounts that he was owed.

97. Upon information and belief, Bala, Sinha and AJ used Popcorn and Ambidextrous as sham corporations for improper purposes, namely, to avoid paying their staff including Sid and to avoid liability for their violations of U.S. laws including those violations alleged herein.

BACKGROUND TO UNSHETH'S UNLAWFUL CONDUCT

98. Sid was seeking employment opportunities in early 2023. He was introduced to various business contacts by his friends during his search.

99. In or around June 2023, Pai introduced Sid to Sinha. Sid and Sinha started to discuss Sid working for UnshETH and Sid was introduced to Bala and AJ. Sid engaged in extensive discussions with Bala and Sinha about potentially working for UnshETH.

100. UnshETH is a decentralized finance protocol designed to promote decentralization in the Ethereum network's validator pool. UnshETH creates a marketplace where different liquid staking derivative protocols can compete by offering the best yields to attract users who want to stake their Ethereum. In doing so, UnshETH offers a competitive marketplace among liquid staking derivative protocols that attempts to achieve a more balanced distribution of validators on the Ethereum network.

101. UnshETH has raised over \$3.3 million in investments, attracting significant funding from leading venture capital firms Soma Capital and ICONIQ Capital.

102. Bala and Sinha were central to attracting these investments in UnshETH and were the two individuals who managed the relationships between UnshETH and its investors.

103. UnshETH also markets itself as being "partners" with leading names in the crypto space including Coinbase, Swell, Maverick and Camelot.

104. On June 7, 2023, Sid agreed with Bala and Sinha to commence a two-week trial period with UnshETH, for which he would be paid \$5,833. Sid was paid this \$5,833.

105. Days after Sid commenced employment with UnshETH, on June 11, 2023, Sinha provided a cell phone number to Sid and stated that it was a person who “sells real shit,” referring to drugs. On the same day, Sinha astoundingly told Sid that UnshETH would provide Sid with “a one-time expense allowance of \$500 for addy.”

106. On June 16, 2023, Pai sent a text message to Sid stating that Sinha told Pai that Sid was going to be offered formal, full-time employment at UnshETH in its business development team. On the same day, Sid messaged Sinha stating: “Yash, just want to say, I truly appreciate you giving me this opportunity. I won’t let you down.”

107. On June 21, 2023, Sid commenced formal employment with UnshETH at the agreed compensation of a salary of \$160,000 per annum, to be paid 80% in cash and 20% in UnshETH tokens. It was agreed that Sid would be paid monthly. Additionally, Sid was offered a bonus of \$100,000 per year, which would be paid every quarter.

108. Throughout his employment, Sid’s high-quality work and success was observed by his colleagues, Sinha, Bala, AJ, UnshETH’s partners and clients — as Sid was provided with constant positive feedback and plaudits for his tireless efforts. He conducted an immense amount of outreach to, and business development activity with, UnshETH’s potential and current partners, and communicated with them incessantly regarding the same. At all times during his employment, Sid demonstrated that he was extremely well-qualified for his position and excelled in his role.

109. Sid mainly worked from his home in Manhattan during the course of his employment with UnshETH. On many occasions, other members of the UnshETH workforce including Sinha also worked from Sid’s home in Manhattan, including without limitation on June 28, 2023, and July 31, 2023.

110. Sid also worked from Miami, Florida, as he would travel there from New York to meet Sinha, Bala and AJ (who all resided in Miami during the time that Sid was employed by UnshETH and because Bala's and Sinha's Miami apartments were used as offices for UnshETH).

111. As part of the fast-paced, yet toxic, work culture within UnshETH, the use of "street" Adderall was rampant, and employees including the Executives discussed other drug use.

112. For example, on June 21, 2023, Sinha told Sid: "bro I just picked up lsd from our dealer."

113. On June 21, 2023, Sid asked Sinha, "Yo what's the deal with traveling with addy," to which Sinha responded, "[y]eah no stress just put it in a pill bottle and you're good."

114. On June 26, 2023, Sid told Sinha, "I think imma take addy and work," to which Sinha responded "respect the grind."

115. Sinha even asked Sid to purchase drugs for him. For example, on July 21, 2023, Sid messaged Sinha stating "I have shrooms and weed for u." On September 1, 2023, Sinha instructed Sid "yo when you're back in NY, buy more addy" and then Sinha followed up saying "[m]ake sure to cop addy."

116. During his employment with UnshETH, Sid socialized with the Executives, particularly Sinha and Bala. This included at clubs and bars in New York City, clubs and bars in Miami, at private parties in New York City, at private parties in Miami as well as overseas venues during their travels for business and conferences. Sid, Sinha, Bala and AJ drank alcohol during these events, and upon information and belief, some of the Executives consumed illicit drugs at these social events.

117. Partying and work were intertwined at UnshETH. For example, on June 30, 2023, Sinha told Sid, "I threw a huge rager in LA that I ended up expensing because it got us 2x TVL

[Total Value Locked] and 3x price. If you can similarly prove it was worthwhile then yeah you can expense.”

118. From June to early November 2023, Sid travelled a lot for his work with UnshETH, including to Miami, California, Paris, Singapore and Toronto.

119. During his business trips to these locations, Sid worked extremely long hours wherein business extended beyond normal business hours and work meetings and work events were held after regular working hours. After these meetings, there was a culture of attending bars and clubs to continue to develop internal and external relationships for UnshETH, at which alcohol was consumed.

120. Use of drugs also continued during work travel. For example, when flying for a work trip, Sinha told Sid, “You should defs get some Xanax for that flight it’s gonna be brutal” and then while on a work trip in Singapore, Sinha asked Sid “Do u need addy btw[?]”

121. From August 2023 through early November 2023, Sid was working particularly intensely, under the control and direction of Sinha and Bala.

122. Sid worked 7 days per week and approximately 14 to 16 hours per day, without any additional pay or benefits and without taking any leave from August 2023 through early November 2023.

123. Sid never took any annual or sick leave during his employment with UnshETH.

124. During the course of Sid’s employment, UnshETH rarely, if ever, paid Sid his wages on time when UnshETH paid him at all. The Executives would continually make excuses, even after Sid pleaded with them for payment and stated that he could not pay his rent or was borrowing money from third parties for his basic living expenses.

125. For example, on July 26, 2023, Sid sent a text message to Sinha stating that “[I] haven't been paid for the month yet. Just wanted to check in with you on that as I gotta pay rent for the month soon.”

126. UnshETH would not even give Sid the courtesy of notifying him that there would be delays in payment of his wages. Rather, Sid would only find out when his pay date passed and he had not been paid. Sid often inquired with Sinha and Bala about when he would be paid, but Sinha and Bala provided no clear answer with respect to the same and always tried to avoid making any commitment to paying him.

127. During the course of Sid’s employment, UnshETH never paid Sid the full amount of his agreed monthly wages, particularly the 20% of his salary that was agreed to be paid in UnshETH tokens to Sid.

128. When Sid queried when and how he was going to be paid his wages, bonus and unreimbursed work expenses, Sinha and Bala verbally harassed Sid.

129. Other employees of UnshETH were also paid late or not paid at all.

130. During a trip to Singapore for a conference around September 2023, Sid confronted Bala and Sinha regarding their failure to pay other employees of UnshETH. Upon information and belief, Bala, Sinha and Sid were involved in a heated conversation during which Sinha and Bala screamed at and berated Sid. During that conversation, Bala stated to Sid that certain unpaid UnshETH employees were not going to be paid at all.

131. This was followed by equally heated correspondence, where Bala and Sinha again abused Sid because he was challenging their payment practices.

132. For example, on September 26, 2023, Sinha sent Sid a text message asking Sid whether he had communicated with two former UnshETH employees (who were not paid by

UnshETH and had threatened to sue UnshETH) “about the convo we had with wags [Bala] in Singapore,” to which Sid replied “I communicated that I brought it up to you guys.” Sinha then stated “Dude you need to keep your mouth shut ... This is now causing issues for us [i.e., Sinha and Bala] ... you can’t be talking to them [i.e., the former employees].”

133. Then on October 14, 2023, when Sinha found out that Sid was attending a party with a former UnshETH employee (who was not paid by UnshETH and had threatened to sue UnshETH), Sinha threatened Sid and aggressively stated “exercise extreme caution ... Don’t fuck this up ... don’t let her overhear you talking about unstable either.” Sid replied “I’m not speaking [to] her about anything work related. ... I understand but this is my personal life. I have unshETH as my top priority but I don’t want interference in how I live that. You’ve made it crystal clear to me that I shouldn’t share anything unshETH or unstable related with ex employees and I can assure you that won’t be happening.”

134. Also on October 14, 2023, Sinha directed Sid to “make the intro anyways” between Bala and a potential angel investor from Modular Capital at the same party, as well as two other persons that Sid intended to introduce to Bala to invest in UnshETH and/or Unstable during the party.

135. During October and November 2023, Sid continued to complain to UnshETH, Sinha and Bala regarding their failure to pay his agreed remuneration and other benefits, even informing them that his “[b]ank account [had] overdrafted.”

136. In early November 2023, Sid’s finances were so dire because of his nonpayment by UnshETH that he was forced to ask his father to loan him money.

137. On November 7, 2023, his father obliged, loaning him money to cover his living expenses.

138. On or around November 13, 2023, Sid continued to plead with Sinha and Bala for more information about the payment of his wages and other remuneration. In response, Sinha and Bala informed Sid that UnshETH would not be paying him monies owed, that he was prohibited from working for other crypto companies and that he should join the Sinha and Bala in their next venture where he would have an attractive remuneration package.

139. On or around November 14, 2023, Pai found out that Sid was still working for UnshETH and asked Sid to cease working for UnshETH.

140. Upon information and belief, around November 14, 2023, Pai called the Executives and instructed them to settle all of their outstanding debts to Sid relating to his employment at UnshETH.

141. On or around November 14, 2023, UnshETH owed Sid:

- a. at least \$34,669 in unpaid wages (of which \$13,335 is comprised of UnshETH tokens);
- b. at least \$41,667 in unpaid bonuses; and
- c. at least \$8,675 in unpaid work expenses (which UnshETH had agreed to reimburse Sid, but to date has not been reimbursed).

142. On or around November 14, 2023, Sid informed his family and friends that the issues with UnshETH and nonpayment of the remuneration owed to him by UnshETH was having a significant impact on his mental and physical health.

143. From mid to late November 2023, Sid suffered significant physical and mental health issues caused by UnshETH's, Bala's, Sinha's and AJ's unlawful conduct and turned to medications and drugs to assist with such issues. During this time, Sid continued to tell his family and friends about the mental and physical toll his issues with UnshETH, Bala, Sinha and AJ were

causing. Sid again had to ask his father to loan him funds to cover basic living expenses, and his father did so. Sid told his father that he was extremely embarrassed and ashamed about having to ask his father for these funds, compounding his health issues.

144. On November 14, 2023, Sid told Sinha “I trusted you wholeheartedly, until Wags [i.e., Bala] told me I wasn’t going to get paid at all,” to which Sinha stated “that’s all well and good but again I am not appreciating your hostage-taking behavior here. Wags [i.e., Bala] is going around trying to find additional BD openings for you in good faith and you’re actively blocking us.” Sid replied “[p]lease don’t drag [W]ags into this. I find it really difficult to negotiate with him” and Sinha responded by stating “[I]’m not “dragging” him into this, we are partners ... if confrontation makes you uncomfortable that’s something you need to work on.”

145. On November 15, 2023, Sid was terminated by UnshETH, receiving the first draft of a settlement / separation agreement from UnshETH.

146. On or around November 16, 2023, Sid provided a counter offer to UnshETH. However, soon after, all negotiations broke down as UnshETH refused to continue to negotiate and one of the Executives then absurdly accused Sid of attempting to “blackmail” UnshETH (despite UnshETH owing Sid at least \$85,011). The Executives then went even further, falsely and transparently seeking to sling mud and further pressure Sid — accusing him of refusing to give up “assets.” Specifically, one of the Executives accused Sid of holding these purported assets “hostage as a way to negotiate” and attempting to “blackmail” UnshETH and represented that “any agreement entered between by [sic] us would be under duress.” The Executives also contacted Pai and accused Sid of blackmailing UnshETH. All of the foregoing continued to push Sid to the edge and exacerbated his health issues. Upon information and belief, Sid did not possess any assets of UnshETH at this time.

147. On November 28, 2023, Sid passed away from fentanyl poisoning.

148. Shortly after Sid's death, on or around December 1, 2023, Pai told Sid's father that he had been in contact with the Executives and the Executives informed Pai that a settlement agreement had been executed and that all outstanding payments had been made to Sid. That was factually incorrect and a lie by the UnshETH Executives.

149. Sid's family has not been contacted in any form since Sid's death by UnshETH or the Executives.

150. All of the monies owed to Sid remain outstanding, prompting the commencement of this Action.

151. Sid was not paid any overtime for the approximately 14 to 16 hours per day, 7 days per week that he worked from August 2023 through early November 2023.

152. Sid was never provided with a wage notice when he was hired by UnshETH or at any time during his employment.

153. When Sid received payment from UnshETH during his employment, he was never provided with accurate wage statements with said payment.

154. UnshETH's, Bala's, Sinha's and AJ's failure to comply with the wage notice and wage statement requirements set forth in the Wage Theft Prevention Act (the "WTPA"), which amends Section 195 of the NYLL, went beyond mere technical errors or omissions.

155. UnshETH's, Bala's, Sinha's and AJ's WTPA violations were directly related to their failure to pay Sid all of his wages due, and part of a greater scheme to avoid informing Sid of his rights under the FLSA and NYLL.

156. UnshETH, Bala, Sinha and AJ did not provide Sid with wage notices to hide from Sid the regular and overtime wage rates that were due to Sid.

157. UnshETH, Bala, Sinha and AJ did not provide Sid with any wage statements to conceal the total hours Sid worked and wages due to Sid.

158. The damages that Sid suffered because of the underpayment of his wages are directly traceable to UnshETH's, Bala's, Sinha's and AJ's overt and intentional failures to comply with the WTPA's wage notice and wage statement requirements.

COUNT I
FLSA — Failure to Pay the Minimum Wage and Overtime
(Against All Defendants)

159. The Estate repeats and incorporates by reference all of the foregoing allegations contained in this Amended Complaint.

160. Sid was employed by UnshETH, Bala, Sinha and AJ as a business development employee.

161. Sid's primary duties consisted of routine, non-discretionary tasks relating to business development, including without limitation, organizing meetings between the Executives and partners and investors of UnshETH, drafting decks and presentations at the direction of the Executives and engaging in routine communication with UnshETH's partners. Sid had no authority to hire or fire employees, no supervisory responsibilities, and did not exercise independent judgment on important aspects of the UnshETH business.

162. UnshETH, Bala, Sinha and AJ are employers within the meaning of 29 U.S.C. §§ 203(d), 206(a), and 207(a) and employed Sid.

163. The minimum wage provisions set forth in the FLSA, 29 U.S.C. § 206 *et seq.*, and their supporting federal regulations, apply to UnshETH, Bala, Sinha and AJ.

164. The FLSA requires that employers, including UnshETH, Bala, Sinha and AJ, pay employees a minimum wage for all hours worked weekly up to forty hours.

165. During the relevant period, UnshETH, Bala, Sinha and AJ were required to pay non-exempt employees one and one-half (1½) times their regular hourly wage rates for all hours worked over forty per workweek pursuant to the overtime wage provisions set forth in the FLSA, 29 U.S.C. § 207 *et seq.*

166. UnshETH, Bala, Sinha and AJ failed to pay Sid the minimum wages to which he was entitled under the FLSA. In fact, from October 1, 2023 until Sid's employment was terminated on November 15, 2023, UnshETH, Bala, Sinha and AJ failed to pay Sid any wages for his services. Further, UnshETH, Bala, Sinha and AJ never paid Sid the full amounts that were agreed to be paid to him.

167. UnshETH, Bala, Sinha and AJ failed to pay Sid the overtime wages to which he was entitled under the FLSA.

168. To the extent that UnshETH, Bala, Sinha and AJ argue that Sid was a salaried employee exempt from the FLSA's requirements, any such exemption was lost by reason of their failure to pay Sid any wages as described above.

169. UnshETH, Bala, Sinha and AJ were aware or should have been aware that the practices described in this Amended Complaint were unlawful and have not made a good faith effort to comply with the FLSA with respect to Sid's minimum and overtime wages.

170. UnshETH, Bala, Sinha and AJ willfully violated the FLSA by knowingly and intentionally failing to pay Sid minimum and overtime wages.

171. As a result of Defendants' willful violations of the FLSA, the Estate has suffered damages by Sid being denied minimum and overtime wages in accordance with the FLSA in amounts to be determined at trial.

172. The Estate is entitled to the recovery of such amounts, liquidated damages, pre- and post-judgment interest, attorneys' fees and costs of this action, and other compensation pursuant to 29 U.S.C. § 216(b).

COUNT II
NYLL — Failure to Pay the Minimum Wage and Overtime
(Against All Defendants)

173. The Estate repeats and incorporates by reference all of the foregoing allegations contained in this Amended Complaint.

174. Sid was employed by UnshETH, Bala, Sinha and AJ as a business development employee.

175. Sid's primary duties consisted of routine, non-discretionary tasks relating to business development, including without limitation, organizing meetings between the Executives and partners and investors of UnshETH, drafting decks and presentations at the direction of the Executives and engaging in routine communication with UnshETH's partners. Sid had no authority to hire or fire employees, no supervisory responsibilities, and did not exercise independent judgment on important aspects of the UnshETH business.

176. UnshETH, Bala, Sinha and AJ are employers within the meaning of the NYLL §§ 190, 651(6), and 652.

177. UnshETH, Bala, Sinha and AJ employed Sid within the meaning of the NYLL.

178. The NYLL and its supporting New York State Department of Labor regulations require employers to pay employees at least the minimum wage per hour worked in a workweek pursuant to NYLL § 652.

179. During the relevant period, UnshETH, Bala, Sinha and AJ were required to pay non-exempt employees one and one-half (1½) times their regular hourly wage rate for all hours worked over forty per workweek.

180. UnshETH, Bala, Sinha and AJ failed to pay Sid the minimum wages to which he was entitled under the NYLL. In fact, from October 1, 2023 until Sid's employment was terminated on November 15, 2023, Defendants failed to pay Sid any wages for his services. Further, Defendants never paid Sid the full amounts that were agreed to be paid to him.

181. UnshETH, Bala, Sinha and AJ failed to pay Sid the overtime wages to which he was entitled under the NYLL.

182. To the extent that UnshETH, Bala, Sinha and AJ argue that Sid was a salaried employee exempt from the NYLL's requirements, any such exemption was lost because of Defendants' failure to pay Sid any wages as described above.

183. Defendants willfully violated the NYLL by knowingly and intentionally failing to pay Sid minimum and overtime wages.

184. As a result of Defendants' willful violations of the NYLL, the Estate has suffered damages and is entitled to recover Sid's unpaid minimum and overtime wages, liquidated damages, pre- and post-judgment interest, and reasonable attorneys' fees and costs.

COUNT III
Violation of NYLL § 193
(Against All Defendants)

185. The Estate repeats and incorporates by reference all of the foregoing allegations contained in this Amended Complaint.

186. At all relevant times, UnshETH, Bala, Sinha and AJ were Sid's employers under the NYLL.

187. UnshETH, Bala, Sinha and AJ failed to pay Sid wages for his services from October 1, 2023 until Sid's employment was terminated on November 15, 2023, and Sid was never paid the full amounts that were agreed to be paid to him, all in violation of NYLL § 193.

188. Defendants' violations of NYLL § 193 were willful and intentional.

189. As a result of Defendants' unlawful conduct, the Estate is entitled to an award of damages in an amount to be determined at trial, liquidated damages, attorneys' fees and costs.

COUNT IV
NYLL — Failure to Provide Wage Statements
(Against All Defendants)

190. The Estate repeats and incorporates by reference all of the foregoing allegations contained in this Amended Complaint.

191. The NYLL § 195 requires employers to provide employees with an accurate wage statement each time they are paid.

192. On the rare occasions that UnshETH, Bala, Sinha and AJ provided Sid with wages owed, they failed to furnish him with a statement accurately listing the information required by NYLL § 195(3), in violation of NYLL § 195(3).

193. UnshETH, Bala, Sinha and AJ otherwise failed to furnish Sid with a statement accurately listing the information required by NYLL § 195(3), in violation of NYLL § 195(3).

194. Upon information and belief, UnshETH, Bala, Sinha and AJ failed to maintain true and accurate records of the number of hours Sid worked during the relevant period.

195. Due to Defendants' violation of NYLL § 195(3), the Estate is entitled to recover from Defendants statutory damages and reasonable attorneys' fees and costs, pursuant to NYLL § 198(1-d).

COUNT V
NYLL — Failure to Provide Wage Notices
(Against All Defendants)

196. The Estate repeats and incorporates by reference all of the foregoing allegations contained in this Amended Complaint.

197. The NYLL require employers to provide all employees with a written notice of wage rates at the time of hire.

198. In violation of NYLL § 195(1), UnshETH, Bala, Sinha and AJ failed to furnish Sid at the time of hiring with a wage notice containing the information required by NYLL § 195.

199. In violation of NYLL § 195(1), UnshETH, Bala, Sinha and AJ failed to furnish Sid at the time of hiring with any other document containing the information required NYLL § 195.

200. Due to Defendants' violation of NYLL § 195(1), the Estate is entitled to recover from Defendants statutory damages and reasonable attorneys' fees and costs, pursuant to the NYLL § 198(1-b).

COUNT VI
Retaliation in Violation of the FLSA
(Against All Defendants)

201. The Estate repeats and incorporates by reference all of the foregoing allegations contained in this Amended Complaint.

202. Sid made good-faith complaints beginning as early as October 2023 and through November 2023 to UnshETH, Bala, Sinha and AJ that they failed to pay him his wages and other payments that they owed him.

203. Sid also made good-faith complaints beginning as early as October 2023 and through November 2023 to UnshETH, Bala, Sinha and AJ that they failed to pay other UnshETH employees their wages.

204. Sid's employment was terminated shortly after he made these good-faith complaints.

205. Sid's complaints constitute protected activity under the FLSA.

206. UnshETH, Bala, Sinha and AJ retaliated against Sid by continuing to require him to work without pay, never making him whole, continuously verbally harassing and berating Sid, threatening Sid, preventing Sid from seeking employment with other companies in the crypto industry and ultimately terminating his employment.

207. Defendants' retaliatory conduct violates 29 U.S.C. § 215(a)(3).

208. The Estate is entitled to compensatory damages and other appropriate relief, including without limitation, back pay, front pay, lost benefits, and costs and attorneys' fees in an amount to be determined at trial.

COUNT VII
Retaliation in Violation of NYLL § 215
(Against All Defendants)

209. The Estate repeats and incorporates by reference all of the foregoing allegations contained in this Amended Complaint.

210. Sid made good-faith complaints beginning as early as October 2023 through November 2023 to UnshETH, Bala, Sinha and AJ that they failed to pay him his wages and other payments that they owed him.

211. Sid also made good-faith complaints beginning as early as October 2023 through November 2023 to UnshETH, Bala, Sinha and AJ that they failed to pay other UnshETH employees their wages.

212. Sid's employment was terminated shortly after he made these good-faith complaints.

213. Sid's complaints constitute protected activity under the NYLL.

214. UnshETH, Bala, Sinha and AJ retaliated against Sid by continuing to require him to work without pay, never making him whole, continuously verbally harassing and berating Sid, threatening Sid, preventing Sid from seeking employment with other companies in the crypto industry and ultimately terminating his employment.

215. Defendants' retaliatory conduct violates NYLL § 215.

216. The Estate is entitled to compensatory damages and other appropriate relief, including without limitation, back pay, front pay, lost benefits, and costs and attorneys' fees in an amount to be determined at trial.

COUNT VIII
Breach of Contract
(Against All Defendants)

217. The Estate repeats and incorporates by reference all of the foregoing allegations contained in this Amended Complaint.

218. UnshETH, Bala, Sinha and AJ entered into a valid employment agreement with Sid, pursuant to which Sid would work for and provide services to UnshETH, Bala, Sinha and AJ in exchange for compensation.

219. UnshETH, Bala, Sinha and AJ agreed to provide Sid with a salary of \$160,000 per annum (to be paid 80% in cash and 20% in UnshETH tokens), to provide Sid with a bonus of \$100,000 per annum to be paid quarterly, to reimburse Sid for business expenses incurred in the scope of his employment, and to provide Sid with benefits in exchange for his services.

220. Sid fully performed all of his obligations under the agreement with UnshETH, Bala, Sinha and AJ. Sid's high-quality work and success was observed by his colleagues, the Executives, UnshETH's partners and clients — as Sid was provided with constant positive feedback and

plaudits for his tireless efforts. Sid conducted an immense amount of outreach to, and business development activity with, UnshETH's potential and current partners, and communicated with them incessantly regarding the same. At all times during his employment, Sid excelled in his role.

221. UnshETH, Bala, Sinha and AJ breached this agreement by failing to compensate Sid for his hard work and tireless efforts as set forth herein.

222. The Estate has been damaged by Defendants' breach of this employment agreement in an amount to be determined at trial.

COUNT IX (in the alternative to Count VII)
Quantum Meruit
(Against All Defendants)

223. The Estate repeats and incorporates by reference all of the foregoing allegations contained in this Amended Complaint.

224. Sid was employed as a business development professional by UnshETH, Bala, Sinha and AJ from June 2023 to November 15, 2023.

225. As an employee within the UnshETH business development team, Sid's duties included, without limitation, engaging with customers of UnshETH and commercial partners, attending industry events and conferences, communicating with and supporting Bala, Sinha and AJ and other UnshETH staff, and providing marketing, business development and support services to UnshETH, Bala, Sinha and AJ.

226. Sid performed his work and services to UnshETH, Bala, Sinha and AJ at the request of UnshETH, Bala, Sinha and AJ, including without limitation, based on representations made by Bala and Sinha that Sid would be employed as a business development professional and perform associated work for all Defendants.

227. Sid continued to work and perform these services for UnshETH, Bala, Sinha and AJ despite not being compensated for his work and services.

228. At all relevant times, UnshETH, Bala, Sinha and AJ knew that Sid's work and services were being performed by Sid and continued to request that Sid work for them, while each of UnshETH, Bala, Sinha and AJ knew that Sid expected to be paid for such work.

229. UnshETH, Bala, Sinha and AJ knowingly and voluntarily accepted the benefit of Sid's services without paying for them in the amount agreed upon for the duration of his employment, as well as without paying for them at all from October 1, 2023 until Sid's employment was terminated on November 15, 2023.

230. Sid demanded payment from Defendants for his services on multiple occasions, including without limitation, by making direct requests to Sinha and Bala for payment and communicating with Bala and Sinha with respect to timely and full payment for his work and services.

231. Accordingly, as a result of the refusals and failures of UnshETH, Bala, Sinha and AJ to pay Sid for the reasonable value of the work and services that he provided to UnshETH, Bala, Sinha and AJ, the Estate is entitled to judgment against Defendants in an amount to be determined at trial, with interest.

COUNT X (in the alternative to Count VII)
Unjust Enrichment
(Against All Defendants)

232. The Estate repeats and incorporates by reference all of the foregoing allegations contained in this Amended Complaint.

233. Sid was employed as a business development professional by UnshETH, Bala, Sinha and AJ from June 2023 to November 15, 2023.

234. As an employee within the UnshETH business development team, Sid's duties included, without limitation, engaging with customers of UnshETH and commercial partners, attending industry events and conferences, communicating with and supporting Bala, Sinha and AJ and other UnshETH staff, and providing marketing, business development and support services to UnshETH, Bala, Sinha and AJ.

235. Sid continued to perform his work and services to UnshETH, Bala, Sinha and AJ despite not being compensated by any of them for his work and services.

236. UnshETH, Bala, Sinha and AJ were each enriched by the work that Sid provided without payment and at Sid's expense, including without limitation, because Sid's work was used for the benefit and advancement of the UnshETH business, because Sid attracted, maintained and attracted commercial partners and relationships which financially benefited Defendants, and because the value of UnshETH and the UnshETH tokens held by Bala, Sinha and AJ increased in value through Sid's work.

237. It is against equity and good conscience for UnshETH, Bala, Sinha and AJ to be enriched by Sid's work and to retain the payment that Sid is owed for his services, including without limitation, because Sid worked for UnshETH, Bala, Sinha and AJ based on the representations made by Bala and Sinha that he would be compensated for his work and because it would be unfair and unjust for UnshETH to have obtained the value of Sid's work without compensating him in the agreed amounts.

238. Accordingly, the Estate is entitled to judgment against Defendants in an amount to be determined at trial, with interest.

PRAYER FOR RELIEF

WHEREFORE, the Estate respectfully requests that the Court enter a judgment in its favor and against the Defendants for:

- a) A declaration that the practices complained of herein are unlawful and in willful violation of the aforementioned United States and New York State laws;
- b) A declaration that Defendants violated the minimum wage provisions of the FLSA and the NYLL;
- c) A declaration that Defendants violated the overtime wage provisions of the FLSA and the NYLL;
- d) A declaration that Defendants violated the anti-retaliation provisions of the FLSA and the NYLL;
- e) A declaration that Defendants violated the wage notice, wage statement, and record-keeping provisions of the NYLL;
- f) A declaration that Defendants' violations of the FLSA and the NYLL were willful;
- g) An order granting preliminary and permanent injunctions against Defendants and UnshETH's officers, owners, agents, successors, employees, representatives, and any and all persons acting in concert with UnshETH, from engaging in each of the unlawful practices, policies, customs, and usages set forth herein;
- h) Damages in an amount to be determined at trial to compensate the Estate for all monetary and/or economic damages in connection with the Estate's claims, whether legal or equitable in nature, including unpaid minimum and overtime wages under the FLSA, unpaid bonuses and unreimbursed work expenses owed to Sid, liquidated damages, statutory damages, and any other damages for lost compensation or

employee benefits that Sid would have received but for Defendants' unlawful conduct;

- i) Damages in an amount to be determined at trial to compensate for Sid's emotional distress and/or mental anguish in connection with the Estate's claims;
- j) Liquidated damages to the Estate pursuant to the FLSA and NYLL;
- k) Statutory damages to the Estate because of Defendants' failure to furnish Sid with any wage statements and failure to furnish Sid with a wage notice at the time of hiring, all in violation of the WTPA;
- l) Punitive damages to the Estate to the extent permitted by law;
- m) The Estate's attorneys' fees and costs;
- n) Pre-judgment and post-judgment interest according to law;
- o) An order restraining Defendants from any retaliation against the Estate and its representatives for their participation in this action; and
- p) Such other and further relief as the Court may deem just and proper.

JURY TRIAL DEMAND

Plaintiff respectfully demands a trial by jury on all claims and issues so triable pursuant to Federal Rule of Civil Procedure 38.

Dated: September 10, 2025

Respectfully submitted,

PRYOR CASHMAN LLP

/s/Brendan S. Everman

Brendan S. Everman (Florida Bar No. 68702)

Nicholas Saady (admitted *pro hac vice*)

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