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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

PlayUp, Inc., a Delaware corporation,

Plaintiff,

v.

Dr. Laila Mintas, an individual,

Defendant.

Case No. 2:21-cv-02129-GMN-NJK

**DR. LAILA MINTAS’ ANSWER AND
COUNTERCLAIM**

Dr. Laila Mintas, an individual,

Counterclaimant,

v.

PlayUp, Inc., a Delaware corporation; Daniel
Simic, an individual,

Counterdefendants.

Defendant Dr. Laila Mintas (“Dr. Mintas”), by and through her attorney of record, Jennifer L. Braster of Naylor & Braster, answers Plaintiff PlayUp, Inc.’s (“PlayUp Inc.”) Complaint and asserts her counterclaims as follows:

1. Answering paragraph 1, Dr. Mintas admits that PlayUp Inc. is a corporation organized under the laws of Delaware and is qualified to do business in certain other states. Dr.

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Mintas denies the remaining allegations in paragraph 1.

2. Dr. Mintas denies the allegations in paragraph 2.

3. Paragraph 3 calls for a legal conclusion, for which no response is required. To the extent a response is required, Dr. Mintas denies the allegations in paragraph 3.

4. Paragraph 4 calls for a legal conclusion, for which no response is required. To the extent a response is required, Dr. Mintas denies the allegations in paragraph 4.

5. Dr. Mintas denies the allegations in paragraph 5.

6. Dr. Mintas denies the allegations in paragraph 6.

7. Dr. Mintas admits the allegations in paragraph 7.

8. Dr. Mintas admits that she entered into an employment agreement with PlayUp Inc. as attached as Exhibit 2 to the Complaint but that employment agreement was thereafter amended.

Dr. Mintas denies the remaining allegations in paragraph 8.

9. Dr. Mintas denies the allegations in paragraph 9.

10. Dr. Mintas denies the allegations in paragraph 10.

11. Dr. Mintas denies the allegations in paragraph 11.

12. Dr. Mintas denies the allegations in paragraph 12.

13. Dr. Mintas denies the allegations in paragraph 13.

14. Dr. Mintas denies the allegations in paragraph 14.

15. Dr. Mintas denies the allegations in paragraph 15.

16. Dr. Mintas denies the allegations in paragraph 16.

17. Dr. Mintas denies the allegations in paragraph 17.

18. Dr. Mintas denies the allegations in paragraph 18.

19. Dr. Mintas denies the allegations in paragraph 19.

20. Dr. Mintas denies the allegations in paragraph 20.

21. Dr. Mintas denies the allegations in paragraph 21.

22. Answering paragraph 22, Dr. Mintas incorporates by reference her response to paragraphs 1 through 21.

- 1 23. Dr. Mintas denies the allegations in paragraph 23.
- 2 24. Dr. Mintas denies the allegations in paragraph 24.
- 3 25. Dr. Mintas denies the allegations in paragraph 25.
- 4 26. Dr. Mintas denies the allegations in paragraph 26.
- 5 27. Dr. Mintas denies the allegations in paragraph 27.
- 6 28. Dr. Mintas denies the allegations in paragraph 28.
- 7 29. Answering paragraph 29, Dr. Mintas incorporates by reference her response to
- 8 paragraphs 1 through 28.
- 9 30. Paragraph 30 calls for a legal conclusion, for which no response is required. To the
- 10 extent a response is required, Dr. Mintas denies the allegations in paragraph 30.
- 11 31. Dr. Mintas denies the allegations in paragraph 31.
- 12 32. Dr. Mintas denies the allegations in paragraph 32.
- 13 33. Dr. Mintas denies the allegations in paragraph 33.
- 14 34. Dr. Mintas denies the allegations in paragraph 34.
- 15 35. Answering paragraph 35, Dr. Mintas incorporates by reference her response to
- 16 paragraphs 1 through 34.
- 17 36. Paragraph 36 calls for a legal conclusion, for which no response is required. To the
- 18 extent a response is required, Dr. Mintas denies the allegations in paragraph 36.
- 19 37. Dr. Mintas denies the allegations in paragraph 37.
- 20 38. Dr. Mintas denies the allegations in paragraph 38.
- 21 39. Dr. Mintas denies the allegations in paragraph 39.
- 22 40. Dr. Mintas denies the allegations in paragraph 40.
- 23 41. Answering paragraph 41, Dr. Mintas incorporates by reference her response to
- 24 paragraphs 1 through 40.
- 25 42. Dr. Mintas denies the allegations in paragraph 42.
- 26 43. Dr. Mintas denies the allegations in paragraph 43.
- 27 44. Dr. Mintas denies the allegations in paragraph 44.

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1 45. Dr. Mintas denies the allegations in paragraph 45.

2 46. Dr. Mintas denies the allegations in paragraph 46.

3 47. Answering paragraphs (a) through (g) in Plaintiff's Prayer for Relief, Dr. Mintas
4 denies Plaintiff is entitled to any of the relief requested therein.

5 **AFFIRMATIVE DEFENSES**

6 1. The allegations in the Complaint fail to state a claim upon which relief may be
7 granted.

8 2. Plaintiff's claims are barred by the doctrine of unclean hands.

9 3. The Complaint is barred by the doctrines of laches, estoppel, waiver, release, and/or
10 discharge.

11 4. Plaintiff has failed to take reasonable steps to mitigate its damages, if any, and
12 therefore is barred from recovering such damages from Dr. Mintas.

13 5. Plaintiff's claims are barred in whole or in part due to Plaintiff's failure to perform
14 and/or breach of contract.

15 6. Plaintiff's claims and/or entitlement(s) to relief are barred, in whole or in part, due
16 to Plaintiff's misconduct and/or fraud.

17 7. Plaintiff's damages, if any, were caused by Plaintiff's own acts and omissions.

18 8. At all times material hereto, Dr. Mintas acted reasonably and in good faith.

19 9. Plaintiff's damages, if any, are the fault of persons other than Dr. Mintas.

20 10. Plaintiff's claim against Dr. Mintas is barred, in whole or in part, to the extent that
21 any injury or loss sustained was caused by increasing or supervening events over which Dr. Mintas
22 had or has no control.

23 11. Plaintiff's claims and/or requests for relief are barred because Plaintiff's alleged
24 damages are speculative and cannot be calculated with any certainty or reliability.

25 12. Plaintiff's claims and/or requests for relief are barred by the business judgment rule.

26 13. Plaintiff would be unjustly enriched if awarded damages.

27 14. Plaintiff's claims and/or requests for relief are barred by the doctrine of in pari
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1 delicto.

2 15. Plaintiff is not entitled to punitive damages as Plaintiff has not pled facts sufficient
3 to support such an award.

4 16. Plaintiff is not entitled to recover any punitive or exemplary damages as prayed for
5 in the Complaint: any such award as applied to the facts in this case would violate Dr. Mintas'
6 constitutional rights under provisions of the United States and Nevada State Constitutions,
7 including, but not limited to, the due process clauses of the Fifth and Fourteenth Amendments to
8 the United States Constitution, and the excessive fines and cruel and unusual punishment clauses
9 of the Eighth Amendment to the United States Constitution.

10 17. Plaintiff is not entitled to recover any punitive or exemplary damages as Dr. Mintas
11 acted in good faith at all times relevant herein.

12 18. Plaintiff is barred from recovery in whole or in part, in proportion to the fault
13 attributed to Plaintiff.

14 19. Plaintiff has failed to allege sufficient facts and cannot carry the burden of proof
15 imposed on it by law to recover attorney's fees incurred to bring this Complaint.

16 20. It has been necessary for Dr. Mintas to employ the services of an attorney to defend
17 the claims asserted in the Complaint, and reasonable sums should be allowed as and for attorneys'
18 fees, together with the costs expended in this action.

19 21. All affirmative defenses set forth in Fed.R.Civ.P. 8 and 12 are incorporated herein
20 for the specific purpose of not waiving the same.

21 WHEREFORE, Dr. Mintas requests that the Court enter judgment in favor of Dr. Mintas
22 and against Plaintiff on all of Plaintiff's claims, and that:

23 A. Plaintiff takes nothing by way of its Complaint,

24 B. The Court award Dr. Mintas her reasonable attorney's fees and costs, and,

25 C. The Court award Dr. Mintas such other relief as it deems just and equitable.

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COUNTERCLAIM

Dr. Laila Mintas (“Dr. Mintas”), by and through her counsel of record, Jennifer L. Braster of Naylor & Braster, allege against PlayUp, Inc. (“PlayUp Inc.”) and Daniel Simic (“Simic”) as follows:

NATURE OF THE ACTION

1. On November 30, 2021, PlayUp Inc. filed this lawsuit against Dr. Mintas alleging breach of her employment contract, breach of fiduciary duties, violation of Nevada’s trade secret laws, and breach of the implied covenant of good faith and fair dealing.

2. PlayUp Inc. immediately filed an ex parte application for temporary restraining order and motion for preliminary injunction against Dr. Mintas.

3. After submitting affidavits to this Court containing false and perjurious statements and intentionally withholding from this Court two key emails disproving their representations, PlayUp received the ex parte temporary restraining order.

4. Thereafter, after receiving counter-evidence, the Court denied PlayUp Inc.’s motion for preliminary injunction finding that PlayUp Inc. would not likely succeed on the merits.

5. Dr. Mintas denies any violation of her contractual duties or fiduciary duties or violation of Nevada’s trade secret laws.

6. Dr. Mintas brings the following claims stemming from PlayUp Inc.’s misconduct in disparaging Dr. Mintas to third parties and PlayUp Inc. engaging in a fraud upon this Court with, among other things, its affidavits containing misrepresentations and withholding of key evidence to this Court that disproves their allegations.

PARTIES AND JURISDICTION

7. PlayUp Inc. is a Delaware corporation with a principal place of business in Nevada.

8. Upon information and belief, Simic is an Australian resident. Simic is a Director of PlayUp Inc. and all U.S. subsidiaries. PlayUp Inc. and all U.S. subsidiaries were headquartered in Henderson, Nevada until approximately early December 2021. Simic is the signatory to PlayUp Inc.’s business bank account at Nevada local bank, Bank of George.

1 9. Upon information and belief, Simic travelled to Nevada in late
2 November/December 2021 and met with bank representatives to remove Dr. Mintas as a signatory
3 and add himself as a signatory.

4 10. Simic is also identified on several business records with an address in Las Vegas,
5 Nevada.

6 11. Simic has engaged in further actions directed towards Nevada, including, but not
7 limited to: defamatory statements harming Dr. Mintas while she was residing in Nevada;
8 submitting affidavits in support of PlayUp Inc.'s ex parte request for temporary restraining order
9 and motion for preliminary injunction in the State of Nevada that contains false statements; has
10 enjoyed the protections of Nevada as the wrongly obtained ex parte temporary restraining order
11 restraining Dr. Mintas from breaching Section 6(e) of her employment agreement, which prohibits
12 Dr. Mintas from disparaging PlayUp Inc. or any of its "respective directors, managers, or officers";
13 and has traveled to Nevada frequently to engage in acts for the benefit of PlayUp Inc. and PlayUp
14 Ltd in Nevada.

15 12. Simic was in Nevada last month and upon information and belief further defamed
16 Dr. Mintas to others while here.

17 13. Upon information and belief, while Simic was in Nevada in late
18 November/December 2021, he told several business partners of PlayUp Inc. that Dr. Mintas was
19 on vacation when he tried to close market access deals.

20 14. Upon information and belief, while Simic was in Nevada in late
21 November/December 2021, he told other business partners that Dr. Mintas sabotaged the FTX
22 deal.

23 15. Upon information and belief, while in Nevada in late November/December 2021,
24 he also had meetings with a gaming leader to close pending market access agreements, he met with
25 PlayUp Ltd. shareholder(s) in Nevada, and he had meetings with PlayUp Inc staff that are based
26 in Nevada.

27 16. Upon information and belief, when Simic and other PlayUp Inc. and/or PlayUp Ltd.
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1 representatives traveled to the United States during the end of November/December 2021, they
2 did so on tourist visas. Despite the fact that it was on a tourist visa, Simic and other representatives
3 engaged in work for PlayUp Inc.

4 17. Upon information and belief, Raymond Gonzalez also traveled to the United States
5 on a tourist visa when he attended the Court hearing on January 5, 2022, as a representative of
6 PlayUp Inc.

7 18. For all relevant times herein, Dr. Mintas was a resident of Henderson, Nevada.

8 19. This counterclaim is brought pursuant to Fed.R.Civ.P. 13.

9 20. This Court has subject matter jurisdiction over this counterclaim and personal
10 jurisdiction over PlayUp Inc. and Simic pursuant to 28 U.S.C. § 1332.

11 21. This Court is the appropriate venue for this counterclaim pursuant to 28 U.S.C. §
12 1391.

13 **GENERAL ALLEGATIONS**

14 **Dr. Mintas' Experience and Employment With PlayUp Inc.**

15 22. Since 2006 Dr. Mintas has worked in this industry and has built an excellent
16 reputation.

17 23. She received her Ph.D. in Law from Humboldt University Berlin. She has been a
18 law professor and worked in an international law firm, specializing in sports law, gambling law,
19 and compliance and litigation.

20 24. Dr. Mintas has experience in sports integrity, working as the Integrity Lead for
21 many companies. In 2015, she was invited by Victoria Policy in Australia to speak about Integrity
22 in Sports at their symposium and also has had other speaker engagements around the world. She
23 previously worked as the Director of Sports Integrity with CONCACAF and led the sports integrity
24 efforts with FIFA. She lectured at INTERPOL workshops about Integrity topics.

25 25. She has served as Guest Professor at several universities such as Columbia
26 University NYC, St John's University NYC, University of New Hampshire, and Humboldt
27 University Berlin on topics such as Sports Betting, Sports Law, and Sports Integrity.

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1 26. She has published over 100 publications in her field. Often described as a Veteran
2 in the Sports Betting industry, Dr. Mintas has received for her personal achievements the most
3 prestigious awards and honors in the Sports and Sports Betting industry, such as the Leaders in
4 Sports U 40 Award in 2018, the SBJ Game Changers Award 2018, and the International Award
5 for Women in the Gaming Industry – Inspiration of the Year 2018. She was named one of 25
6 Executives to watch in 2019 by the Global Gaming Business GBB magazine, selected as SBJ’s
7 Power Player Sports Betting 2019 and Business Insider’s Leaders of the Sports Betting Industry
8 2019. Because of her extensive experience and knowledge, she was selected as Judge in 2020 and
9 2021 for the Global Gaming Awards and also for the SBC Awards. She received the GGB
10 Emerging Leaders of Gaming 40 Under 40 Award 2021.

11 27. In her previous full-time position before joining PlayUp Inc. and PlayUp Ltd., Dr.
12 Mintas was leading a team of 500 employees with offices in four different states in the US. Under
13 her tenure, the company was valued at \$2.4 billion USD and the US market that she was
14 responsible for had a market share of over 85%.

15 28. Dr. Mintas started with PlayUp Inc. as Chief Executive Officer (“CEO”) in
16 December 2019.

17 29. PlayUp Inc. is a wholly-owned subsidiary of PlayUp Ltd., an Australian public
18 company.

19 30. During the time period of negotiations, Simic, the global CEO of PlayUp Ltd., made
20 multiple representations to Dr. Mintas that she found out later ultimately were false, including, but
21 not limited to, PlayUp Ltd. was ready to do an IPO in the United States and has finalized all the
22 documents, and that PlayUp Ltd. in Australia operated its own technology platform. For that
23 purpose, he showed Dr. Mintas the third-party platform that PlayUp Ltd. was using,
24 misrepresenting that this is the in-house tech platform of PlayUp Ltd.

25 31. Dr. Mintas executed an initial employment agreement to be effective December 1,
26 2019, but thereafter the employment agreement was re-done effective September 30, 2020, which
27 allowed her to receive an equity interest in PlayUp Ltd. earlier.

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1 32. Dr. Mintas received that equity interest in PlayUp Ltd. earlier because despite the
2 fact her initial employment agreement provided for monetary compensation, she never received
3 any monetary compensation during her first year of employment.

4 33. In addition to her role as CEO of PlayUp Inc., she is also on the board of PlayUp
5 Ltd. and officers and/or directors with Simic in several related PlayUp entities. At the time she
6 started with PlayUp Inc., the valuation for PlayUp was less than \$50 million USD. Dr. Mintas has
7 increased that valuation to \$450 million. As Simic mentioned on page 5 of his Affidavit from
8 November 30, 2021: *“PlayUp’s expansion into the United States has been very successful. It is*
9 *lead in the United States by Respondent who fulfills the role of the Chief Executive Officer, United*
10 *States.”*

11 34. She was the first U.S. employee (and only employee) of PlayUp Inc. for the
12 following 1 ½ years of her 2 years employment period.

13 35. Dr. Mintas’ (now former) residence was the corporate address for PlayUp Inc. and
14 effectively she ran the operations out of her home.

15 36. Dr. Mintas accepted a salary of \$500,000 for her second year of employment, which
16 was approximately half of market value, because otherwise PlayUp Inc. would not have been able
17 to afford her. Initially, Dr. Mintas had an 11% ownership interest in PlayUp Ltd. but that has been
18 diluted to approximately 7.5% according to PlayUp Ltd. without Simic or PlayUp Ltd. being able
19 to explain to her properly how that had happened.

20 37. She also invested approximately \$1.2 million of her own savings with PlayUp Ltd.

21 38. Dr. Mintas’ initial employment agreement for a 2-year period stated that she had to
22 obtain two market access agreements (“skin” agreements) as milestones. In the employment
23 agreement effective September 30, 2020, that requirement was removed because she already
24 achieved the milestone in the first few months of her employment.

25 39. She far exceeded her contractual requirements. During her tenure as CEO, she
26 obtained nine market access agreements for the benefit of PlayUp Inc. and over ten additional
27 market access agreements were pending as of November 30, 2021, when PlayUp Inc. shut off her
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1 email access. Some of them have been signed in the meantime. This all stemmed from her
2 relationships and hard work.

3 40. When PlayUp Inc. shut off her access to email, they proceeded to read her emails
4 and inform senders that Dr. Mintas was on vacation when in reality PlayUp had frozen her out.

5 **During Dr. Mintas' Employment, Simic and the Australian Board Members**
6 **Frustrated Dr. Mintas' Work.**

7 41. Simic controlled the financials of PlayUp Inc and failed to allow Dr. Mintas to
8 exercise her control as CEO. Examples of this conduct include Simic deciding which invoices were
9 paid and delays in paying invoices and funding the US subsidiary PlayUp Inc, which sometimes
10 required Dr. Mintas to front the funds and be reimbursed.

11 42. His delays frustrated PlayUp Inc.'s success and damaged her reputation with these
12 vendors.

13 43. Simic interfered with Dr. Mintas' hiring efforts and expansion of PlayUp Inc. and
14 treated her vastly different than the other male C-level executives and board members.

15 44. Simic is threatened by Dr. Mintas' success and tried to undermine her authority and
16 humiliate her in front of third parties and her team.

17 45. The Australian board members were always an obstacle instead of a support, e.g.
18 they submitted their licensing documents for New Jersey only after nine months, which took Dr.
19 Mintas two weeks to do. This led to significant delays and financial loss to the business.

20 **PlayUp Received An Acquisition Offer of \$450 Million From FTX With the Requirement**
21 **Dr. Mintas Remain with the Company.**

22 46. In August 2021, FTX Trading Limited ("FTX"), a cryptocurrency company, was
23 introduced to PlayUp Ltd.

24 47. FTX was only interested in acquiring the US business, PlayUp Inc., however, Dr.
25 Mintas was able to negotiate with them to acquire the parent company, PlayUp Ltd.

26 48. FTX's advisor, Chris Grove, informed her that FTX thinks she is the "jewel of the
27 company" and that FTX wanted Dr. Mintas to stay on for at least 24 months, which is reflected in
28 the term sheet for the deal with FTX.

1 49. FTX offered to buy PlayUp Ltd. for \$450 million. As part of this transaction, PlayUp
2 created a data room that contained all confidential information, including, but not limited to, salary
3 information and market access agreements.

4 **Dr. Mintas 2-Year Contract Was Set to Expire During the FTX Deal and PlayUp**
5 **Agreed to a New Contract.**

6 50. During the time period of negotiating the deal with FTX, Dr. Mintas was negotiating
7 a new contract with PlayUp Inc. as her contract was expiring November 30, 2021.

8 51. Based on objective market studies confirmed by headhunters and the fact that she
9 created a valuation of at least an additional \$400 million for PlayUp, she requested an increased
10 salary from \$500,000 to \$1 million which was already discounted for a person with her profile.

11 52. Dr. Mintas had received almost \$2 million annually in compensation in her position
12 prior to PlayUp Inc.

13 53. Assuming her stock has been diluted to approximately 10% in stock as she received
14 11% when she started and invested an additional \$1.2 million, she was asking for an increase in
15 shares to get topped up to 15% based on her overperformance and value creation without support
16 from PlayUp Ltd.

17 54. It is also very common to receive more stock for the renewal of a contract in this
18 industry.

19 55. In mid-October 2021, Simic approved Dr. Mintas' contract terms and stated PlayUp
20 Inc. would move forward with her contract extension and wanted to get "joint board approval."

21 56. In a message to Dr. Mintas dated October 25, 2021 in response to her deal points,
22 Simic writes, "lets do a joint board approval" and "asap."

23 57. On October 27, 2021 at 5:25 p.m., Simic messaged, "I will speak with Ash [PlayUp's
24 general counsel] today as he is in the officve [sic]."

25 58. In the following weeks, Dr. Mintas followed up at least once a week and Simic told
26 her that the contract was in the works. November 4, 2021, at 5:33 p.m., Simic says "I am waiting
27 on Ash. Will chase him up now."

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1 65. Upon information and belief, through the side deals they tried to defraud the PlayUp
2 Ltd. shareholders and destroyed the deal with FTX.

3 66. Simic verbally told Dr. Mintas that he wanted to negotiate \$25 million for her, too.
4 She told Simic that he could not do that as it is their shareholders' money and that he cannot
5 negotiate anything with FTX on her behalf.

6 67. In a message to Simic on November 9, 2021, Dr. Mintas wrote, "Why are you still
7 talking about Ftx? Those are t]wo separate items. *I don't allow you to negotiate with them about*
8 *me*. And to be honest, I still don't understand what you are saying. I am talking about my contract
9 extension- this gas [*sic*] absolutely nothing to do with Ftx. If there is anything to negotiate about
10 me and ftx, I will do it on my own." (emphasis added).

11 68. Further, her contract negotiation needed to be separate from the FTX discussions
12 because her contract expired November 30, 2021, and the deal with FTX could close after. Again,
13 part of the terms for the FTX deal was Dr. Mintas remaining with the company for 2 years.

14 69. When PlayUp was first introduced to FTX, it was going through a fundraising round
15 of \$35 million.

16 70. FTX stated they would fulfill the fundraising goal of \$35 million and wire money
17 immediately.

18 71. Simic accepted those funds against Dr. Mintas' advice without first ensuring the
19 necessary paperwork was completed as required by the audit and internal controls.

20 72. Upon information and belief, this led Simic to believe FTX would buy PlayUp
21 anyway as he told Dr. Mintas that FTX's average trade volumes were about \$14 billion per day so
22 a few \$100s of millions more would not matter to them. This made Simic greedy and wanted more.

23 **PlayUp Starts to Freeze Dr. Mintas Out of Negotiations With FTX and Meets with FTX**
24 **Without Her, Ruining the Deal, and Reneges on her Contract.**

25 73. Costa emailed Dr. Mintas on November 13, 2021, stating it was "inappropriate" for
26 her to attend the FTX meeting in Bahamas.

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1 74. Now, Dr. Mintas realizes that Costa did not want her to attend because Costa, Simic,
2 and Sapsford all sought to negotiate their side deals involving PlayChip, as she subsequently learned
3 they are all also involved with PlayChip, hold director positions with PlayChip and would have
4 been direct beneficiaries of the side deals.

5 75. She has requested the ownership information about PlayChip several times but the
6 board has not provided her with all the information she requested.

7 76. After talking to United States board member Dennis Drazin (“Drazin”) about this
8 integrity issue of Simic and Costa, Drazin encouraged Dr. Mintas to travel to the Bahamas.

9 77. Drazin directly asked Dr. Mintas if she was going to still go to the Bahamas when
10 Costa stated it was inappropriate for her to do so, and she answered in the affirmative. In response,
11 he said “good.”

12 78. Costa did not control Dr. Mintas’ decision to attend the meeting in Bahamas. Costa
13 is one of five board members. Dr. Mintas is also a board member and the CEO of PlayUp Inc. at
14 the time. There was no board resolution ordering her to not go to the Bahamas. It was Dr. Mintas’
15 duty to attend in the interest of the company and shareholders.

16 79. Dr. Mintas met with FTX separately in the Bahamas after Costa and Simic met with
17 FTX on November 15, 2021, to speak about the U.S. business as this was their main focus.

18 80. FTX confirmed Simic and Costa were asking in the Bahamas meeting for an
19 additional \$105 million for PlayChip.

20 81. FTX stated they could build something like PlayChip in two days and it was
21 worthless to them.

22 82. Simic also presented a list of 8 Australian “key employees” only that must be
23 retained by FTX for hefty salaries even though FTX was mainly interested in the U.S. business. Not
24 even one U.S. employee was on the list. FTX told her that they looked those employees up in the
25 data room and they make all small salaries. However, Simic told them they need to stay motivated
26 after the sale and therefore need to get all over a million in salaries each. One of them was Scott
27 Simic, Daniel’s brother, who does not play any key role within PlayUp Ltd. and holds a position as
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1 Operations Manager, not as Chief Product Offer, as Simic stated in his email to FTX from October
2 12th, 2021. In his Affidavit from January 1, 2022, he states: “Scott Simic is my brother and one of
3 the founders of the PlayUp group of companies.” However, Scott Simic is not even mentioned on
4 the website of the company where the team is displayed. (ECF No. 29-1).

5 83. FTX had previously expressed that they were not interested in the Australian
6 business and felt fooled when Simic made this demand.

7 84. Simic also told FTX that they hired a new PlayUp Inc. CEO, as Dr. Mintas’ contract
8 was expiring November 30, 2021. FTX expressed confusion to her as she was to stay on as part of
9 the sale. FTX told her that they will skip on the deal because Simic’s proposal was too “messy.”
10 They also referred to Simic as “dodgy” and did not want to deal with him, but only would tell Simic
11 and Costa “once they have left the island, so they won’t come back and knock on their door.”

12 85. Despite previously informing Dr. Mintas that he agreed to her contract terms and
13 that PlayUp was working on it with outside counsel, Simic had no intention to seek board approval
14 of her new contract. PlayUp Ltd.’s General Counsel, Ashley Kerr (“Kerr”), also furthered these
15 misrepresentations as he told Dr. Mintas that their attorneys were working on her contract. Drazin
16 also furthered these misrepresentations as he stated they were trying to finalize her contract.

17 **FTX Details the Reasons It is Passing on the Deal – Which Are All Because of Simic.**

18 86. After this meeting with FTX and under those circumstances, Dr. Mintas relayed to
19 the board of PlayUp Ltd. what FTX told her as she felt she had a fiduciary obligation to do so. Simic
20 denied it to the board and the entire board did not react.

21 87. As of today, upon information and belief, the entire board has not taken any action
22 to clean up the company to make sure this does not happen again.

23 88. The board did not believe her, however, FTX shortly thereafter sent an email
24 confirming what she told the board. Dr. Mintas was not copied on the email. It was sent to Simic
25 and Costa.

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1 89. Even though she was a board member and CEO of PlayUp Inc. at the time of the
2 email, the Australian Board members never shared the email with her despite her requesting it
3 several times.

4 90. Drazin forwarded her the email unofficially.

5 91. In their email, FTX explained to Simic and Costa:

6 1. A large part of the value of the business is coming from the US licensure
7 and market access agreements. Any potential acquirer would want to make sure
8 these agreements are full proof. The current *US team has been incredibly*
9 *important* to getting the market access agreements. *To our surprise, key*
10 *personnel from the US business are not a part of the future plans of the business.*

11 2. There seems to be mistrust and lack of communication between the US and
12 Global business.

13 3. *The Global leadership has conflicts of interest with other business*
14 *activities, for example, PlayChip.* This could be competitive with PlayUp and
15 may have legal ramifications.

16 4. There is discontent within the team and the board on the valuations. We
17 don't want employees to feel that they've had to forgo better options and therefore
18 aren't motivated to work under FTX.

19 *Based on these concerns which were discussed in your visit we've decided*
20 *against pursuing a full acquisition at this time.*

21 (emphasis added).

22 92. Upon information and belief, the first point raised by FTX references Simic's
23 statement to FTX that PlayUp Inc. was going to have a new CEO. The "current US team" referenced
24 by FTX is Dr. Mintas and the team that she created. "[K]ey personnel" refers to her as she essentially
25 is PlayUp Inc.

26 93. Upon information and belief, the second point raised by FTX references the disparity
27 from FTX asking from day 1 that Dr. Mintas stay on for at least 24 months as part of the deal and
28 then Simic, the global CEO, stating that PlayUp Inc. would have a new CEO. FTX received
different information from Simic than previously conveyed and in contradiction to the terms FTX
required in the signed term sheet.

1 94. The third point references PlayChip, which both Dr. Mintas and Benson informed
2 Simic he should not request from FTX and would be against the shareholders' interests in PlayUp
3 Ltd.

4 95. Simic attested in one affidavit that "The discussion about the PlayChip was
5 abandoned before PlayUp met with FTX in the Bahamas." (Exhibit 1 to ECF No. 1 at ¶ 33(e)).
6 The FTX email disproves this; Simic did discuss PlayChip with FTX and it was a reason FTX
7 passed on the deal.

8 96. The fourth point cannot have anything to do with Dr. Mintas as Simic conveyed that
9 she was not going to be an "employee" any longer, e.g. there would be a new CEO. This presumably
10 references the 8 Australian "key" employees that Simic was insisting must be part of the deal with
11 high salaries to stay motivated.

12 97. FTX did not pass on the deal because Dr. Mintas disparaged PlayUp but because
13 Simic made unreasonable and unethical demands.

14 **While Dr. Mintas Tried to Save the Deal with FTX and PlayUp's Future, PlayUp Impeded**
15 **Those Efforts and Aligned with Simic.**

16 98. For the next weeks, Dr. Mintas tried in vain to salvage the deal with FTX, which
17 meant she needed to negotiate with FTX and Simic would need to be removed.

18 99. Simic's conduct in attempting to negotiate a side deal for PlayChip for \$105 million,
19 involving his demand to retain 8 Australian employees for \$65 million (including \$25 million for
20 himself) for a total increase of \$170 million, and informing FTX that PlayUp Inc. was going to have
21 a new CEO had ruined the deal and Dr. Mintas wanted to save the deal with FTX.

22 100. The board of PlayUp Ltd. continued to impede her efforts to rescue the deal with
23 FTX. This was because the 3 Australian board members of PlayUp Ltd. – Simic, Costa, and
24 Sapsford - were also associated with PlayChip.

25 101. During this same time, Dr. Mintas still had not received her new contract despite
26 Simic's agreement to the terms since mid-October and PlayUp Ltd.'s General Counsel, Kerr,
27 representing two weeks prior that their US attorneys were working on the contract. Kerr emailed
28

1 on November 10, 2021, “I instructed DLA yesterday to pull together the core of the contract and
2 explained the urgency.” Dr. Mintas repeatedly followed up and was always told her contract was
3 in the works.

4 102. After FTX sent its rejection email, Ross Benson (“Benson”), a 10% shareholder and
5 advisor to PlayUp Ltd., told her that he informed Simic before Simic travelled to the Bahamas that
6 he could not ask FTX for \$105 million for PlayChip because it would harm the PlayUp Ltd.’s
7 shareholder’s interests.

8 103. After the FTX meeting in the Bahamas, at one point, Simic did agree to resign but
9 required a \$10 million severance package. Dr. Mintas rejected it saying it was not justified and it
10 is shareholder money. His resignation never came to fruition.

11 104. On November 25, 2021, Farshad Amirbeaggi, an attorney for PlayUp Ltd., stated
12 that he’s “on [her] side. x” in a message and asked Dr. Mintas to call him. He sought to glean
13 information from her to use in this litigation.

14 105. She did call Amirbeaggi on November 25, 2021, which was Thanksgiving. He said
15 he wanted to see how she was doing and was calling as a “friend.” He also said that he does not
16 work for PlayUp anymore.

17 106. The last work he had done was her employment contract almost two years ago.
18 However, just five days later, he submits an affidavit in these court proceedings against her and
19 representing of PlayUp Inc. as legal counsel, which contains untrue statements and twisting words
20 of Dr. Mintas.

21 **PlayUp Breaches Its Agreement to Renew Dr. Mintas’ Contract and Engages in Fraudulent**
22 **Conduct and Damages Her Reputation.**

23 107. Despite agreements to Dr. Mintas’ contract terms, PlayUp Ltd. repeatedly cancelled
24 board meetings to approve her contract.

25 108. The November 29, 2021, board meeting, in which her contract was to be discussed,
26 was cancelled.

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1 109. Drazin suggested to Dr. Mintas to file a minority shareholder lawsuit against PlayUp
2 Ltd. if they would not extend her contract. He said that his New Jersey based law firm could handle
3 the case. Dr. Mintas declined to do so at that point because it would have risked the FTX deal which
4 at that point was still possible.

5 110. From November 30, 2021, on, PlayUp Inc. shut off her access to her PlayUp email
6 account and informed people that she was “on vacation,” which was not true as her contract had
7 expired.

8 111. During that time, they got signed certain market access deals that Dr. Mintas had in
9 the pipeline, representing to those parties that Dr. Mintas was on vacation, which was false. PlayUp
10 Inc. failed to execute a new contract.

11 112. Dr. Mintas continued to engage in communications with several individuals with
12 PlayUp Ltd. in an effort to salvage the FTX deal as well as finalize her contract.

13 113. She had several messages with Benson. In one message from December 4, 2021,
14 Benson states, “Hi Laila, *when Daniel finishes airing his laundry let's try to continue.*” (emphasis
15 added).

16 114. Benson also confirmed the need to have Dr. Mintas negotiate with FTX, telling her
17 and Simic in a group message from December 4, 2021, “As FTX have stated..’our big concern is
18 systematic’ management risk. Nothing better than a face to face meeting with them to demonstrate
19 this is not present. *It is implicit that Leila [sic] should be entitled to what she was promised(verbal
20 or otherwise). It's time to move forward.*” (emphasis added).

21 115. Benson recognized that PlayUp Ltd. had already made promises to Dr. Mintas for
22 her continued employment and she was instrumental to save the deal.

23 116. Dr. Mintas repeatedly explained to others within PlayUp Ltd. why she felt Simic
24 should step down. In one email to Kerr, the General Counsel of PlayUp Ltd., on December 5, 2021,
25 she explained,

26 *I strongly believe that the business would be more successful if Dan stepped down*
27 *completely but I believe that the board is not ready for this decision yet and in*
28 *order to move forward quickly and focus on closing the FTX deal, I would be fine*

1 *with him being responsible for AU only; that also removes the interference with*
2 *him in the US; I believe that someone has put a proposal forward that includes*
3 *Dennis as the Chairman for the US which I would support as well.*

(emphasis in original).

4 117. In response, Kerr tells her that he will include this with the board package and
5 circulate information he receives from the other board members so a board meeting can take place
6 to approve her contract.

7 118. Even after they did not renew her contract by November 30th, Dr. Mintas still wanted
8 to make the FTX deal work and her contract work.

9 119. On December 7, 2021, in an email from board member Drazin, he confirms he also
10 wants to move forward with the FTX deal and wants to get a decision at the board meeting that
11 evening regarding her contract. He stated that he will “try to finalize a contract.” Then, the
12 December 7, 2021 board meeting was cancelled 30 minutes prior.

13 120. Dr. Mintas held off telling people in the industry that she was no longer with PlayUp
14 Inc. because she did not want to damage PlayUp’s reputation.

15 121. On the December 9, 2021, email, she states, “***I have to move forward shortly to***
16 ***inform people that I am not with PlayUp anymore. I just try to avoid an irreversible damage to***
17 ***PlayUp but I cannot wait longer.***” (emphasis added). Despite being sued by PlayUp Inc. and
18 watching PlayUp Inc. spread false information through the litigation, she continued to try to work
19 with them.

20 122. Then, on December 9, 2021, Kerr, the General Counsel of PlayUp Ltd, wrote her “In
21 order to reach a final decision on the proposals and to put these matters behind us, the Board kindly
22 ask that you respond to Farshad’s emails so that all materials be included in the Board Pack...”

23 123. As Dr. Mintas had responded to all their questions already, she gave them a deadline
24 until end of December 13, 2021 for the board to give her a final response on the extension of her
25 contract.

26 124. When Dr. Mintas woke up on December 13, 2021, she saw all the headlines in the
27 news blaming her for “sabotaging the FTX deal.”

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1 225. She further explained in her December 9, 2021, email that she was “looking for a
2 friendly solution in the interest of the company and the shareholders.” She further stated,

3 Also, to clarify – ***I am not threatening you guys with anything.*** I attached to this
4 email my entire email conversation with you. Everything which you may
5 understand as “threatening” is marked in yellow. If you read carefully, you will
6 see that I am always consider taking legal actions such as telling the regulators the
7 truth or to start a litigation process. In terms of regulators, I even have an
8 obligation. ***I never said to anybody that I would tell a regulator or anybody else
anything that is wrong.*** I will always stay with the truth, and it will be up to them
to judge about it. So there is nothing for you to be concerned about if you did
everything correct so I am not sure why you afraid?

9 I am not getting tired of telling you that my intention is not to threaten anybody
10 but has always been to make you aware of the consequences that will occur. ***I am
the one trying to find compromises to rescue the FTX deal in the interest of our
shareholders even though I didn’t get what Daniel promised me 3 months ago (I
have it in writing).*** Instead of finding a solution, I think you are just trying to create
11 more problems. I also think you are not getting the right legal advice from your
12 outside lawyers. ***Once this goes into litigation, this will be public information in
the US and FTX will be thrown into this as witness etc. You can be assured that
this will kill any deal immediately, not only with FTX.*** And again for you guys as
13 you seem not to understand it, that’s not a threat, this will be the consequence out
14 of those facts.

15
16 (emphasis added).

17 226. Dr. Mintas also spoke with Drazin who stated he had dinner with Simic on December
18 14th in New Jersey. Simic conveyed to Drazin that they received bad legal advice from their lawyer,
19 Amirbeaggi, and he advised them that they had to take legal action against Dr. Mintas because
20 otherwise they would get sued by the shareholders. Simic told him that they did not think the court’s
21 ex parte temporary restraining order would get so much attention and they should not have listened
22 to his advice.

23 227. In early December 2021, Dr. Mintas and her husband sold their house in Henderson,
24 Nevada, and moved out. The intention was to move to the Bahamas, however, that has been delayed
25 with these court proceedings and Dr. Mintas and her family have incurred unnecessary costs due to
26 PlayUp Inc.’s misconduct.

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PlayUp Has Irreparably Damaged Dr. Mintas' Reputation By Spreading Falsehoods.

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128. Dr. Mintas learned about this litigation as it is all over the news and her reputation is being destroyed. She would have preferred that this dispute be handled outside of publicized litigation as it would likely further risk a deal with FTX, however, she must respond to the accusations made against her as her reputation is being destroyed.

129. It is being reported in the media by PlayUp that Dr. Mintas sabotaged the FTX deal because she was unhappy over her own compensation, which is not true.

130. Drazin also informed her that he told the board of PlayUp Ltd. not to proceed with litigation against her as it would become public information and would risk the FTX deal.

Dr. Mintas Was Promised a New Contract.

131. Dr. Mintas was repeatedly assured that her contract was in the works.

132. For example, Simic had agreed to her terms in October 2021 and PlayUp Ltd.'s General Counsel represented that attorneys were working urgently on her contract.

133. Kerr expressly stated on November 10, 2021, "Once we complete the market analysis, we will increase Laila's salary under Director Resolution to the permissible amount (ideally \$1 m, subject to market research." (emphasis added).

134. Even after PlayUp Inc. filed this lawsuit against her, accusing her of breaching her fiduciary duties and disparaging PlayUp, they continued to engage with her, leading her to believe her contract would be extended and she would be given an opportunity to salvage the deal with FTX.

135. Several individuals with PlayUp Ltd., including Benson and Drazin, have expressed to her the need to have her contract renewed to salvage the deal with FTX. However, she has not received a renewed contract.

136. On December 22, 2021, Kerr, emailed her directly, not through her legal counsel, and informed her that her appointment "as both US CEO and as Director of PlayUp has ceased," despite the provisions in her Employment Agreement regarding her board membership.

137. She has not received any formal or appropriate documentation informing her that she is no longer a board member of PlayUp Ltd. Further, this email from Kerr is the first time

1 PlayUp officially notified her that they are not extending her contract. She has not received any
2 board information or requested information, and she has not been treated like a board member since
3 she rejected to take part in the side deals on November 9, 2021.

4 **PlayUp Inc. Engaged in a Fraud Upon This Court Withholding**
5 **Key Evidence and Submitting Affidavits Containing False Statements**
6 **To Paint Dr. Mintas the Villain in the Media and Use Her as a Scapegoat for the**
7 **Shareholders in Order to Distract From Their Own Attempted Fraud and**
8 **Destruction of the FTX Deal**

9 138. PlayUp Inc.’s Complaint (ECF No. 1) and its subsequent filings with the Court
10 contain numerous affidavits filled with intentionally false and perjurious statements.

11 139. Most notably, Simic states that Dr. Mintas disparaged the company, causing the deal
12 with FTX to fall through providing no evidence at all.

13 140. When Simic made this statement to the Court, under penalty of perjury, he had in
14 his possession the FTX email providing the four reasons for their decision to pass on the deal, which
15 were all concerns raised with Simic and Costa during their visit with FTX. Also, Simic hid from
16 this Court his own email he sent Dr. Mintas where he detailed the side deals he wanted.

17 141. PlayUp Inc. failed to provide these key documents, Simic’s email and the FTX
18 email, to the Court and instead submitted false affidavits blaming and disparaging Dr. Mintas.

19 142. Other examples of the misrepresentations in PlayUp Inc.’s filings with the Court
20 include:

- 21 • Dennis Drazin: Drazin, an active attorney in New Jersey, states in his declaration
22 that he “only encouraged the Defendant to attend the meeting with FTX when
23 accompanied with Michael Costa and Daniel Simic of PlayUp.” (ECF No. 28-2 at
24 2:5-6). In a message to Drazin dated November 14, 2021, (after Costa told Mintas
25 not to go to the Bahamas meeting with FTX, ECF No. 22-1 at 41), Dr. Mintas
26 writes, “Mic [Costa] said it’s inappropriate for me to attend the meetings. They
27 want me not to be there so they can cut their side deals.” Drazin then asks, “But
28 you are going, correct,” in which Dr. Mintas responds, “Yes.” Drazin states,
“**Good.**” (emphasis added). Drazin encouraged Dr. Mintas to attend the Bahamas

1 meeting even after Costa requested she not go. Despite attesting under penalty of
2 perjury that he only encouraged Dr. Mintas to attend the meeting with Costa and
3 Simic, this message proves that is false.

- 4 • Drazin further misrepresented his relationship with Dr. Mintas. He stated that they
5 have been friends for seven years. Dr. Simic has known Drazin since 2018 and
6 solely in a business capacity.
- 7 • Magdalena Rudzka: Rudzka states in her declaration that on December 1, 2021, Dr.
8 Mintas showed her a message on What's App from the attorneys attaching the
9 restraining order at a conference networking event in New Jersey. (ECF No. 28-6
10 at 3:4-5, 7:7-15). Dr. Mintas could not have shown her that message as she did not
11 even receive it until afternoon of December 2, 2021. Notably, Rudzka, an employee
12 of the company, is also the mistress of Simic, who is married with two young
13 children. She is also an attorney by trade and Human Resources Australia.
- 14 • Daniel Simic: Simic attests under penalty of perjury that Dr. Mintas had to step
15 down from her former employer "with regulatory authorities for engagement in
16 wrongdoing and corruption" without providing any evidence for this outrageous
17 accusation. (ECF No. 29-1 at 5:7-11).
- 18 • Farshad Amirbeaggi: Amirbeaggi, an attorney at law, states in his declaration, "I
19 caused to be undertaken an historical search of the Court Registers concerning the
20 Defendant and located references to her engagement in other litigation currently
21 before the Courts. Defendant is currently a party to litigation pending in District
22 Court, Clark County, Nevada, styled as *Quinton Singleton v. Betworks Corp. et al.*,
23 Case No. A-20-809172-B." (ECF No. 29-8 at 2:14-18). That case in which
24 Amirbeaggi attests under penalty of perjury that Defendant is currently a party was
25 dismissed over a year ago. It is not a current action.

26 143. Of note, with the exception of Simic's first affidavit attached to the Complaint,
27 PlayUp Inc. filed no pleadings or documents under seal, knowing all of their filings would be
28

1 available in the public record.

2 **The Court Denies PlayUp Inc.’s Motion for Preliminary Injunction Finding PlayUp Inc.**
3 **Tried to Use Dr. Mintas as a Scapegoat**

4 144. On January 5, 2022, the Court held a hearing on PlayUp Inc.’s motion for
5 preliminary injunction.

6 145. The Court denied the motion for preliminary injunction, finding PlayUp Inc. would
7 not likely succeed on its claims alleging Dr. Mintas disparaged the company, causing the failure of
8 the FTX deal, or that Dr. Mintas violated Nevada’s trade secrets laws.

9 146. The Court found PlayUp Inc. failed to demonstrate a breach of the non-
10 disparagement provision of her Employment Agreement.

11 147. The Court further found that the evidence demonstrates it is more likely Simic
12 caused the negotiations to cease with FTX, referencing the FTX email.

13 148. The Court noted PlayUp Inc. failed to provide this evidence to the Court, evidence
14 it found “definitely relevant” to the issues at hand.

15 149. The Court further found that “it’s just more likely that [at] this point, in my mind,
16 that Dr. Mintas was exercising her executive responsibility and that she was turned into the
17 scapegoat.” (ECF No. 33 at 62:19-22).

18 150. The Court further found that Dr. Mintas provided “substantial evidence” that “her
19 comments did not cause the sale to fail” and that PlayUp Inc. “did not otherwise provide evidence
20 that [Dr. Mintas] even likely made a disparaging comment to FTX.” (*Id.* at 62:23-63:2).

21 **PlayUp Inc. and Simic Continue to Disparage Dr. Mintas and Threaten Her**

22 151. Leading up to the hearing, Simic and PlayUp have disparaged Dr. Mintas to third
23 parties.

24 152. For example, Simic defamed Dr. Mintas in front of Benson stating that she extorted
25 another gaming executive and stole agreement(s) from the company. These are outrageous
26 accusations, again missing any evidence. Simic is using his arbitrary accusations to harm Dr.
27 Mintas’ reputation in the industry.

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1 153. Through his disparagement of Dr. Mintas, Simic is also harming the shareholders
2 by, upon information and belief, using PlayUp Inc. and PlayUp Ltd.’s financial resources for his
3 personal revenge against Dr. Mintas as she acted as a whistle blower instead of accepting his offer
4 to received \$25 million for participating in his scheme.

5 154. Simic, as global CEO of PlayUp Ltd. and director of PlayUp Inc., informed FTX via
6 email on December 30, 2021, that Dr. Mintas was making contract demands on PlayUp Inc. on the
7 “eve of the proposed transaction,” which would “increase the liabilities FTX assumed,” when all
8 the while, Simic and others with PlayUp Inc. had agreed to her deal terms a month prior. Simic
9 further informs FTX that Dr. Mintas was the only person with PlayUp that was against the
10 transaction proceeding with FTX. None of these statements are true.

11 155. Even after the Court’s ruling on January 5, 2022, PlayUp Inc. and PlayUp Ltd.
12 reached out to other companies stating Dr. Mintas has breached her Employment Agreement.

13 156. PlayUp Inc., PlayUp Ltd. and Simic have engaged in a concerted campaign to ruin
14 Dr. Mintas’ reputation and are trying to intimidate her.

15 157. Lastly, counsel who has appeared for PlayUp Inc. in this matter emailed counsel for
16 Dr. Mintas (copying Farshad Amirbeaggi) within hours of the hearing on January 5, 2022, stating:

17 Simply as a reminder, despite Judge Navarro’s ruling today, the Restraining Order
18 entered by Justice Jagot of the Australian federal court remains in full effect. Our
19 expectation is that Dr. Mintas will comply with the order’s restraints. Please
20 contact us if you have any questions.

21 158. Upon information and belief, counsel is referring to an ex parte order PlayUp Ltd.
22 obtained in an Australian court based on PlayUp Ltd. and PlayUp Inc.’s false affidavits that failed
23 to include the FTX email detailing the reasons FTX passed on the deal. Said order similarly enjoins
24 disparagement of PlayUp Ltd. and its “associated entities.”

25 159. Upon information and belief, the January 5, 2022 email was sent at the direction of
26 or with the authorization of Simic in his role as Global CEO of PlayUp Ltd. and director of PlayUp
27 Inc.

28 160. PlayUp Ltd. obtained that order without notice to Dr. Mintas and despite the fact that

1 the Australian court does not have jurisdiction over Dr. Mintas and her Employment Agreement
2 contains a forum selection clause of Nevada.

3 161. As a direct and proximate result of the acts and omissions of PlayUp Inc. and Simic,
4 Dr. Mintas has suffered and will continue to suffer direct, incidental, consequential, and special
5 damages in an amount to be proven at trial, but in any event in excess of \$75,000, plus prejudgment
6 interest.

7 **FIRST CLAIM FOR RELIEF**

8 **Abuse of Process – Against PlayUp Inc.**

9 162. Dr. Mintas repeats and incorporates herein by reference each and every allegation
10 contained above as though fully set forth herein.

11 163. PlayUp Inc. commenced this lawsuit and sought an ex parte temporary restraining
12 order against Dr. Mintas not for the purpose of resolving a legitimate legal dispute but to use Dr.
13 Mintas as the public scapegoat for the failed FTX deal in front of their shareholders.

14 164. PlayUp Inc. raced to this Court arguing Dr. Mintas had confidential information and
15 would disparage PlayUp Inc., but yet, with the exception of Simic’s affidavit, filed nothing under
16 seal, publishing this purported confidential information.

17 165. PlayUp Inc. further failed to disclose to this Court the key evidence of why the FTX
18 deal failed: the November 24, 2021, email from FTX and Simic’s November 9, 2021, email
19 detailing his requested side-deals. PlayUp Inc. committed a fraud on this Court withholding
20 evidence the Court found relevant. This is because PlayUp Inc.’s ulterior motive in filing this
21 lawsuit was to use Dr. Mintas as a scapegoat for the failed PlayUp Inc. deal, which was largely as
22 a result of Simic, Costa, and Sapsford’s conflict with PlayChip and their other side-deals.

23 166. PlayUp Inc. then used those unsealed, public filings to eviscerate Dr. Mintas in the
24 media as PlayUp Inc. and PlayUp Ltd. were concerned of potential shareholder actions due to the
25 conduct of Simic and the board’s inaction.

26 167. Examples of the extensive global media coverage are endless and include: (1)
27 “PlayUp Granted Restraining Order against US CEO Laila Mintas,” *Gaming News*, December 13,

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1 2021 [https://www.gamblingnews.com/news/playup-granted-restraining-order-against-us-ceo-laila-](https://www.gamblingnews.com/news/playup-granted-restraining-order-against-us-ceo-laila-mintas/)
2 [mintas/](https://www.gamblingnews.com/news/playup-granted-restraining-order-against-us-ceo-laila-mintas/); (2) “PlayUp appoints Dennis Drazin and confirms legal action against Dr Laila Mintas,”
3 *SBC Americas*, December 15, 2021 [https://sbcamericas.com/2021/12/15/playup-appoints-dennis-](https://sbcamericas.com/2021/12/15/playup-appoints-dennis-drazin-and-confirms-legal-action-against-dr-laila-mintas/)
4 [drazin-and-confirms-legal-action-against-dr-laila-mintas/](https://sbcamericas.com/2021/12/15/playup-appoints-dennis-drazin-and-confirms-legal-action-against-dr-laila-mintas/); (3)
5 <https://www.legalsportsreport.com/60631/playup-sues-ceo-mintas-over-failed-ftx-sale/> (“The
6 Australia-based operator said Mintas sabotaged negotiations because she was unhappy with her
7 own remuneration.”); (2) [https://igamingbusiness.com/playup-granted-restraining-order-against-](https://igamingbusiness.com/playup-granted-restraining-order-against-us-ceo-after-ftx-sale-collapses/)
8 [us-ceo-after-ftx-sale-collapses/](https://igamingbusiness.com/playup-granted-restraining-order-against-us-ceo-after-ftx-sale-collapses/) (“It noted that on 10 November, Mintas ‘threatened to ‘burn PlayUp
9 to the ground’’. An advisor to PlayUp’s board noted that Mintas had sufficient access to the
10 operator’s technology, records, operations, data and contracts to carry out those threats.”); and (3)
11 <https://actionrush.com/playup-sportsbook-sues-own-u-s-ceo-while-ftx-looked-acquire/>
12 (“According to a lawsuit filed in a U.S. District Court in Nevada on Nov. 30, 2021, PlayUp alleges
13 that their U.S. CEO, Dr. Laila Mintas, actively harmed a business deal involving PlayUp after the
14 two parties did not agree on the renewal of her next contract. She then threatened to disparage
15 PlayUp to several other companies if her contract requirements were not granted.”).

16 168. PlayUp Inc. is continuing to try to intimidate Dr. Mintas, spreading false statements
17 to others within the industry.

18 169. PlayUp Inc. abused and manipulated the legal process and had an ulterior motive for
19 bringing this litigation and seeking a preliminary injunction: to improperly put the blame on Dr.
20 Mintas and to conceal its scheme.

21 170. This scheme and the actions in furtherance thereof constitute a breach of Simic and
22 the other board members’ (Costa, Sapsford and Drazin) fiduciary duties.

23 171. The injunctive relief PlayUp Inc. requested was designed to effectively “gag” Dr.
24 Mintas—an individual who would be a key witness in any lawsuit seeking relief from Simic and
25 the board’s wrongful actions.

26 172. PlayUp Inc. engaged in numerous willful acts in the use of this litigation not proper
27 in the regular course of the proceedings, including, but not limited to, filing affidavits that are
28

1 demonstrably false based on the documentary evidence, failing to provide the Court with Simic’s
2 email detailing the additional deal terms he sought from FTX, failing to provide the Court with the
3 FTX email detailing why it was passing on the deal, wrongfully seeking (and receiving) a temporary
4 restraining order, and wrongfully seeking a preliminary injunction.

5 173. PlayUp Inc. intentionally engaged in a course of conduct to defraud this Court.
6 PlayUp Inc. and its affiants, including its counsel in Australia, submitted perjurious statements and
7 withheld key evidence knowing that this evidence would require the denial of its motion for
8 preliminary injunction. PlayUp Inc. sought to frame Dr. Mintas in a desperate attempt to avoid a
9 lawsuit by the shareholders. Such an abuse of the course system wastes this Court’s limited time
10 and resources. The Court, as with Dr. Mintas, has been a victim of PlayUp Inc.’s scheme.

11 174. In addition to the perjurious statements detailed above, Simic also attests that Dr.
12 Mintas “was stood down from her former employment and roles with regulatory authorities for
13 engagement in wrongdoing and corruption” without any evidence. Simic further denies discussing
14 the four issues identified in the FTX email with FTX at the Bahamas meeting, despite the fact that
15 FTX states in the email that these are the concerns discussed during “your visit.” Simic further
16 denies any delays with licensing documents, however, the documents prove otherwise.

17 175. Simic further states in his affidavit that any discussion regarding PlayChip with FTX
18 was done with the approval of the board of PlayUp Ltd. however there are no minutes, resolution
19 or other board approvals of the same.

20 176. PlayUp Inc.’s improper actions were undertaken in bad faith and with the intention
21 to wrongly blame Dr. Mintas for destroying the deal with FTX and destroying her reputation in the
22 industry so they can cover up their attempted fraud against the shareholders.

23 177. Furthering the improper effort to gag Dr. Mintas, after the hearing on January 5,
24 2022, where this Court found PlayUp Inc. failed to provide relevant evidence (*e.g.*, the FTX email)
25 and that PlayUp Inc. was using Dr. Mintas as a scapegoat, counsel who has appeared for PlayUp
26 Inc. emailed counsel for Dr. Mintas to “remind” her that the Australian order was still in effect and
27 Dr. Mintas was expected to abide by it.

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1 178. This abuse of process has caused Dr. Mintas irreparable harm and damages,
2 including, but not limited to, harm to her reputation, loss of income, devaluation of her shares,
3 among other damages.

4 179. As a direct and proximate result of the acts and omissions of PlayUp Inc., Dr.
5 Mintas has suffered and will continue to suffer direct, incidental, and consequential damages in an
6 amount to be proven at trial.

7 180. In committing the acts herein above alleged, PlayUp Inc. is guilty of perjury,
8 oppression, fraud, and malice towards Dr. Mintas. Therefore, in addition to general damages, Dr.
9 Mintas is entitled to recover punitive damages from PlayUp Inc. for the purpose of deterring it and
10 others similarly situated from engaging in like conduct in the future.

11 181. As a natural and proximate result of the PlayUp Inc.’s improper conduct, including,
12 but not limited to, seeking the preliminary injunction in bad faith, Dr. Mintas has been forced to
13 retain counsel and incur attorney’s fees and is therefore entitled to the recovery of attorneys’ fees
14 as special damages.

15 182. As a direct and proximate result of the acts and omissions of PlayUp Inc., Dr. Mintas
16 has been forced to retain the services of an attorney for the protection of her interests. Dr. Mintas
17 therefore seeks the recovery of her attorneys’ fees and costs to the full extent permitted by law.

18 **SECOND CLAIM FOR RELIEF**

19 **Defamation Per Se – Against PlayUp Inc. and Simic**

20 183. Dr. Mintas repeats and incorporates herein by reference each and every allegation
21 contained above as though fully set forth herein.

22 184. Simic and PlayUp Inc. made numerous false and defamatory statements regarding
23 Dr. Mintas to others, including, but not limited to, their statements to FTX as well as WhatsApp
24 group Chat messages to Benson from December 4th, 2021 accusing Dr. Mintas of blowing the deal
25 with FTX, extorting other people, stealing confidential documents from the company, breaking
26 corporate laws, having been “stood down from [one of her former employers],” among other false
27 statements. PlayUp Inc. and Simic have also told others in the industry that Dr. Mintas was on
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1 vacation after they failed to execute a new contract in order to close deals and that she sabotaged
2 the FTX deal.

3 185. There is no privilege that protects Simic and PlayUp Inc.'s publications to third
4 persons and PlayUp Inc. and Simic did not make such publications in good faith as they knew
5 what they were saying was false and had evidence they withheld from the Court disproving the
6 statements. Simic engaged in conduct akin to that of Jussie Smollett: asserting a false story for his
7 own financial benefit. And, just like Smollett, this Court has already realized his story is false.

8 186. Simic and PlayUp Inc. at a minimum acted negligently in publishing these false
9 and defamatory statements.

10 187. Dr. Mintas has incurred both actual and presumed damages.

11 188. This global defamation has caused Dr. Mintas irreparable harm to her reputation,
12 loss of income, devaluation of her shares, among other damages.

13 189. As a direct and proximate result of the acts and omissions of PlayUp Inc. and Simic,
14 Dr. Mintas has suffered and will continue to suffer direct, incidental, and consequential damages
15 in an amount to be proven at trial.

16 190. In committing the acts herein above alleged, PlayUp Inc. and Simic are guilty of
17 oppression, fraud and malice towards Dr. Mintas. Therefore, in addition to general damages, Dr.
18 Mintas is entitled to recover punitive damages from PlayUp Inc. and Simic for the purpose of
19 deterring them and others similarly situated from engaging in like conduct in the future.

20 191. Dr. Mintas is also entitled to the recovery of attorneys' fees as special damages.

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22 192. As a direct and proximate result of the acts and omissions of PlayUp Inc. and Simic,
23 Dr. Mintas has been forced to retain the services of an attorney for the protection of her interests.
24 Dr. Mintas therefore seeks the recovery of her attorneys' fees and costs to the full extent permitted
25 by law.

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THIRD CLAIM FOR RELIEF

False Light – Against PlayUp Inc. and Simic

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3 193. Dr. Mintas repeats and incorporates herein by reference each and every allegation
4 contained above as though fully set forth herein.

5 194. In filing this lawsuit without sealing as well as seeking an ex parte temporary
6 restraining order and preliminary injunction, PlayUp Inc. and Simic gave publicity to the failed
7 FTX deal as well as their belated refusal to execute a contract with Dr. Mintas for continued work.

8 195. PlayUp Inc. and Simic made false and inflammatory accusations against Dr.
9 Mintas, calling her irrational, corrupt, incapable and incompetent.

10 196. Dr. Mintas was quoted by the most respected media outlets in her industry but also
11 beyond her industry and globally as the person that “sabotaged” the FTX deal because PlayUp
12 would not pay her the salary and give her the stock she requested.

13 197. A reasonable person would find PlayUp Inc. and Simic’s publicity of these
14 allegations highly offensive and discriminating.

15 198. PlayUp Inc. and Simic had knowledge of or acted in reckless disregard as to the
16 falsity of the publicized matter and the false light in which the other would be placed, for example,
17 the reasons for the failed FTX deal.

18 199. This false light has caused Dr. Mintas irreparable harm to her reputation, loss of
19 income, devaluation of her shares, among other damages.

20 200. As a direct and proximate result of the acts and omissions of PlayUp Inc. and Simic,
21 Dr. Mintas has suffered and will continue to suffer direct, incidental, and consequential damages
22 in an amount to be proven at trial.

23 201. In committing the acts herein above alleged, PlayUp Inc. and Simic are guilty of
24 oppression, fraud and malice towards Dr. Mintas. Therefore, in addition to general damages, Dr.
25 Mintas is entitled to recover punitive damages from PlayUp Inc. and Simic for the purpose of
26 deterring them and others similarly situated from engaging in like conduct in the future.
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1 202. As a direct and proximate result of the acts and omissions of PlayUp Inc. and Simic,
2 Dr. Mintas has been forced to retain the services of an attorney for the protection of her interests.
3 Dr. Mintas therefore seeks the recovery of her attorneys' fees and costs to the full extent permitted
4 by law.

5 **FOURTH CLAIM FOR RELIEF**

6 **Intentional Infliction of Emotional Distress – PlayUp Inc. and Simic**

7 203. Dr. Mintas repeats and incorporates herein by reference each and every allegation
8 contained above as though fully set forth herein.

9 204. Both PlayUp Inc. and Simic engaged in extreme and outrageous conduct, including,
10 but not limited to, their disparagement of Dr. Mintas to others in the industry as well as lying about
11 Dr. Mintas being on vacation, shutting off her email access while still employed, and reaching out
12 to others with whom Dr. Mintas is associated accusing her of breaching her employment
13 agreement.

14 205. Based on the egregiousness of the conduct, PlayUp Inc. and Simic must have
15 intended or at a minimum had reckless disregard for causing Dr. Mintas emotional distress as a
16 result.

17 206. Dr. Mintas did suffer extreme or severe emotional distress, with the unnecessary
18 stress that was caused by PlayUp Inc. and Simic's misconduct.

19 207. As a direct and proximate result of the acts and omissions of PlayUp Inc. and Simic,
20 Dr. Mintas has suffered and will continue to suffer direct, incidental, and consequential damages
21 in an amount to be proven at trial.

22 208. In committing the acts herein above alleged, PlayUp Inc. and Simic are guilty of
23 oppression, fraud and malice towards Dr. Mintas. Therefore, in addition to general damages, Dr.
24 Mintas is entitled to recover punitive damages from PlayUp Inc. and Simic for the purpose of
25 deterring them and others similarly situated from engaging in like conduct in the future.

26 209. As a direct and proximate result of the acts and omissions of PlayUp Inc. and Simic,
27 Dr. Mintas has been forced to retain the services of an attorney for the protection of her interests.
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1 Dr. Mintas therefore seeks the recovery of her attorneys' fees and costs to the full extent permitted
2 by law.

3 **FIFTH CLAIM FOR RELIEF**

4 **Promissory Estoppel – Against PlayUp Inc.**

5 210. Dr. Mintas repeat and incorporate herein by reference each and every allegation
6 contained above as though fully set forth herein.

7 211. PlayUp Inc. is liable to Dr. Mintas under the theory of promissory estoppel due to
8 its failure to execute a new contract with Dr. Mintas.

9 212. For months, PlayUp Inc. repeatedly reassured Dr. Mintas that it would enter into a
10 new contract with her consistent with her deal terms as set forth above.

11 213. All the while, PlayUp Inc. never intended to enter into a new contract with Dr.
12 Mintas. Simic repeatedly represented he would follow up with general counsel for PlayUp Inc.
13 regarding the contract and the general counsel stated the attorneys were working on the matter
14 urgently.

15 214. PlayUp Inc. knew Dr. Mintas was relying upon its representations as she did not
16 seek other employment and continued assisting with closing the FTX deal. She knew one of the
17 deal terms with FTX was her continued employment for two years.

18 215. Dr. Mintas did not know that PlayUp Inc. never intended to execute a new contract
19 with her.

20 216. Dr. Mintas relied upon PlayUp Inc.'s representations to her detriment.

21 217. As a direct and proximate result of the acts and omissions of PlayUp Inc., Dr.
22 Mintas has suffered and will continue to suffer direct, incidental, and consequential damages in an
23 amount to be proven at trial.

24 218. In committing the acts herein above alleged, PlayUp Inc. is guilty of oppression,
25 fraud and malice towards Dr. Mintas. Therefore, in addition to general damages, Dr. Mintas is
26 entitled to recover punitive damages from PlayUp Inc. for the purpose of deterring it and others
27 similarly situated from engaging in like conduct in the future.

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1 219. As a direct and proximate result of the acts and omissions of PlayUp Inc., Dr.
2 Mintas has been forced to retain the services of an attorney for the protection of her interests. Dr.
3 Mintas therefore seeks the recovery of her attorneys’ fees and costs to the full extent permitted by
4 law.

5 **SIXTH CLAIM FOR RELIEF**

6 **Fraud– Against PlayUp Inc.**

7 220. Dr. Mintas repeat and incorporate herein by reference each and every allegation
8 contained above as though fully set forth herein.

9 221. PlayUp Inc. engaged in fraudulent conduct when it intentionally misrepresented
10 that it would enter into a new contract with Dr. Mintas with her deal terms, all the while knowing
11 it would not do so.

12 222. For months, in the course of its business, PlayUp Inc. repeatedly reassured Dr.
13 Mintas that it would enter into a new contract with her consistent with her deal terms as set forth
14 above. This includes statements by Simic, Kerr, and Draizin, among others.

15 223. PlayUp Inc. made these representations knowing they were false, as Simic
16 thereafter informed FTX that PlayUp Inc. would have a new CEO. PlayUp Inc. never intended to
17 enter into a new contract with Dr. Mintas.

18 224. PlayUp Inc. intended to induce Dr. Mintas to rely on its representations as to her
19 extended contract.

20 225. Dr. Mintas justifiably relied upon these representations to her detriment, as for
21 example, she failed to seek employment elsewhere.

22 226. But for PlayUp Inc.’s repeated representations as to her new contract, Dr. Mintas
23 would not have failed to seek employment elsewhere.

24 227. As a direct and proximate result of the acts and omissions of PlayUp Inc., Dr.
25 Mintas has suffered and will continue to suffer direct, incidental, and consequential damages in an
26 amount to be proven at trial.

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1 228. In committing the acts herein above alleged, PlayUp Inc. is guilty of oppression,
2 fraud and malice towards Dr. Mintas. Therefore, in addition to general damages, Dr. Mintas is
3 entitled to recover punitive damages from PlayUp Inc. for the purpose of deterring it and others
4 similarly situated from engaging in like conduct in the future.

5 229. As a direct and proximate result of the acts and omissions of PlayUp Inc., Dr.
6 Mintas has been forced to retain the services of an attorney for the protection of her interests. Dr.
7 Mintas therefore seeks the recovery of her attorneys’ fees and costs to the full extent permitted by
8 law.

9 SEVENTH CLAIM FOR RELIEF

10 Declaratory Judgment – Against PlayUp Inc.

11 230. Dr. Mintas repeat and incorporate herein by reference each and every allegation
12 contained above as though fully set forth herein.

13 231. There is a justiciable case and controversy exist between Dr. Mintas and PlayUp
14 Inc. regarding enforcement of the restraining order PlayUp Ltd. received ex parte in Australia.

15 232. After the hearing on January 5, 2022, in which this Court found PlayUp Inc. failed
16 to provide relevant evidence (the FTX email) and that PlayUp Inc. was using Dr. Mintas as a
17 scapegoat, counsel who has appeared for PlayUp Inc. (copying PlayUp Inc. and PlayUp Ltd.’s
18 counsel in Australia), emailed counsel for Dr. Mintas to “remind” her that the Australian order was
19 still in effect and it was expected that Dr. Mintas would abide by it.

20 233. Upon information and belief, the January 5, 2022 email was sent at the direction of
21 or with the authorization of Simic.

22 234. However, a question remains as to whether the Australian court has jurisdiction
23 over Dr. Mintas, a non-citizen, whether PlayUp Ltd. can enforce the terms of her employment
24 agreement in Australia when the agreement contained a Nevada forum selection clause, and
25 whether the order is enforceable after this Court’s ruling.

26 235. Such dispute is ripe for judicial determination. PlayUp Inc. is still trying to gag Dr.
27 Mintas even after this Court denied its motion for preliminary injunction, finding PlayUp Inc.

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1 failed to provide the Court with relevant evidence and that PlayUp Inc. was using Dr. Mintas as a
2 scapegoat.

3 236. Dr. Mintas is entitled to a declaration that the Australian order has no force and
4 effect against Dr. Mintas.

5 WHEREFORE, Dr. Mintas prays:

6 1. That Dr. Mintas has judgment entered for him and against PlayUp Inc. and Simic;

7 2. That the Court award compensatory, special, and punitive damages to Dr. Mintas
8 in an amount in excess of \$75,000.00.

9 3. That the Court award the maximum pre-judgment interest permitted by law to Dr.
10 Mintas;

11 4. That the Court enter the above-requested declaration;

12 4. That judgment be issued in favor of Dr. Mintas for reasonable attorneys' fees and
13 costs of suit incurred; and

14 5. For such other and further relief as the Court deems just and proper.

15 Dated: January 7, 2022

NAYLOR & BRASTER

16 By: /s/ Jennifer L. Braster

17 Jennifer L. Braster
18 Nevada Bar No. 9982
19 Benjamin B. Gordon
20 Nevada Bar No. 15552
21 1050 Indigo Drive, Suite 200
22 Las Vegas, NV 89145

Attorneys for Dr. Laila Mintas

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CERTIFICATE OF SERVICE

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2 Pursuant to Federal Rule of Civil Procedure 4(b), I hereby certify that I am an employee
3 of NAYLOR & BRASTER and that on this 7th day of January 2022, I caused the document
4 **DR. LAILA MINTAS' ANSWER AND COUNTERCLAIM** to be served through the
5 Court's CM/ECF system to those persons designated by the parties that have appeared in the
6 matter.

7
8 */s/ Jennifer L. Braster*
9 _____
An Employee of NAYLOR & BRASTER

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