

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

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| |) | |
| BRADLEY NAGELA, |) | |
| Plaintiff, |) | CIVIL ACTION No. |
| vs. |) | |
| |) | |
| B2C2 USA, INC., NICOLA WHITE, |) | COMPLAINT & |
| JANE & JOHN DOES 1-10, and |) | DEMAND FOR JURY TRIAL |
| XYZ CORPORATION |) | |
| Defendants. |) | |

Plaintiff, BRADLEY NAGELA, by and through his attorneys, Lewis Tillmann Law Offices, brings this action under the New Jersey Conscientious Employee Protection Act (“CEPA”) and the New Jersey Law Against Discrimination (“NJLAD”) against his former employer and supervisor, Defendants, B2C2 USA, INC., and NICOLA WHITE, respectively, and states that he was engaged in protected activity when he:

- (1) Complained that during the 2022 Miami Bitcoin Conference, B2C2 Ltd.’s Chairman and Co-Chief Executive Officer (Co-CEO), Phillip Gillespie, allegedly was publicly observed drinking excessive amounts of alcohol and taking cocaine and hallucinogens;
- (2) Objected that Co-CEO, Phillip Gillespie, allegedly was gifting and distributing cocaine and hallucinogens to others - including but not limited to, a 19-year-old female attendee, who was alleged by Phillip Gillespie to be a B2C2 intern; and

(3) Alleged sexual harassment and gender discrimination on behalf of the 19-year-old female intern whom Plaintiff, BRADLEY NAGELA, reasonably believed may have viewed the Co-CEO, Phillip Gillespie's attentions as both unwanted and unwelcome; and

(4) Protested to his supervisor, Robert Catalanello, as well as others in B2C2 management, that the Co-CEO Phillip Gillespie's behavior toward the 19-year-old female intern potentially could be viewed as forced coercion and/or human trafficking.

As a direct result of Plaintiff, BRADLEY NAGELA'S complaints and protestations, and his unwillingness to remain silent and turn a blind eye to B2C2 Ltd's Co-CEO's alleged wrongful actions and behaviors, he was retaliated against and his employment with B2C2 USA summarily terminated approximately four (4) months after his initial complaints.

PARTIES

1. Plaintiff, BRADLEY NAGELA (hereinafter referred to as "Plaintiff NAGELA"), is a resident of the City of Bay Harbor Islands, County of Miami-Dade, State of Florida.

2. At all relevant times, Plaintiff, BRADLEY NAGELA, was employed as Global Head of Options Trading - Americas with B2C2 USA, INC.

3. In this position, Plaintiff, BRADLEY NAGELA was responsible for, *inter alia*, supervising, architecting and building the Risk Management System, managing a global the team of five traders and five developers. In addition, Plaintiff NAGELA commercially traded derivatives on exchange and with key clients resulting in profits of \$ 2,700,000.00 and authored policies and procedures for operations and support staff within B2C2. During his tenure, Plaintiff had a 100% success rate of winning deals with B2C2's five (5) largest clients resulting in inception profit of \$400,000, and total profit of \$750,000.

4. At all relevant times, Defendant, B2C2 USA, INC., (*hereinafter referred herein as "B2C2 USA"*), was and is a privately held global trading firm and cryptocurrency liquidity provider, with its principal place of business located at 101 Hudson Street, City of Jersey City, County of Hudson, State of New Jersey.

5. At all relevant times, Defendant, B2C2 USA, INC., was and is one of the largest OTC brokers/market makers in the cryptocurrency space.

6. On its current website, Defendant, B2C2 USA, touts that its ***"mission is to bring traditional market best practices to crypto markets"*** [Emphasis added].

7. At all relevant times, Defendant NICOLA WHITE, was and is a resident of the City of Brooklyn, County of Kings, State of New York.

8. At all relevant times, Defendant, NICOLA WHITE, who was based in B2C2's Jersey City, New Jersey office, was initially employed as the President of Defendant, B2C2 USA, and later as the Chief Executive Officer of Defendant, B2C2 USA;

9. At all relevant times, Defendant NICOLA WHITE, served as Plaintiff, BRADLEY NAGELA'S, direct supervisor.

10. At all relevant times, Dean Sovolos, Esq., who was based in the firm's Jersey City, New Jersey office, was employed as General Counsel for the Americas and Head of Regulatory Affairs.

11. At all relevant times, Robert Catalanello was based in the firm's Jersey City, New Jersey, office was employed as the Chairman & Co-Chief Executive Officer (Co-CEO) of Defendant, B2C2 USA.

12. At all relevant times Robert Catalanello served as Plaintiff, BRADLEY NAGELA'S direct supervisor.

13. At all relevant times, Phillip Gillespie, who was based in the firm's Tokyo, Japan office, was employed as the Chairman & Co-Chief Executive Officer (Co-CEO) of Defendant, B2C2, Ltd., which is Headquartered in the United Kingdom (UK).

14. At all relevant times, Phillip Gillespie, served as Plaintiff, BRADLEY NAGELA'S supervisor and superior within the organization.

15. At all relevant times, Robert Catalanello and Phillip Gillespie, shared the Chief Executive Officer (CEO) role for the B2C2 USA trading firm, and as such served as Co-CEOs for the B2C2 Organization.

16. Defendants, JANE & JOHN DOES 1-10, are fictitious names or trade names utilized pursuant to Rule 4:26-4, solely to protect the Plaintiff's interests in this matter. It is Plaintiff's intention to amend this Complaint as discovery reveals any of the Defendants' identities.

17. Defendant, XYZ CORPORATION, is a fictitious name or trade name utilized pursuant to Rule 4:26-4, solely to protect the Plaintiff's interests in this matter. It is Plaintiff's intention to amend this Complaint as discovery reveals any of the corporate Defendants' identities.

JURISDICTION & VENUE

18. This Court has original jurisdiction over this action pursuant to 28 U.S.C. Section 1332(a)(2), because it is a civil action between citizens of a state and citizens or subjects of a foreign state, and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

19. Plaintiff seeks recovery of compensatory damages, punitive damages, attorneys' fees, costs and other legal and equitable relief, but has not specifically enumerated the amount in controversy in the Complaint. The entire amount in controversy exceeds the sum or value of \$75,000.00.

20. Therefore, this Court has original jurisdiction over Plaintiff's claims by virtue of diversity citizenship and satisfaction of the amount in controversy requirement of 28 U.S.C. Section 1332(a)(2).

21. Pursuant to 28 U.S.C. Section 1441(a), venue lies in the United States District Court for the District of New Jersey, because the facts and circumstances that give rise to the Complaint occurred in this district.

FACTUAL BACKGROUND

22. Founded in 2015, and acquired by Japanese financial group, SBI, a subsidiary of SBI Holdings in 2020, B2C2 currently remains a standalone company with Headquarters in London, Tokyo and New Jersey.

23. On March 15, 2021, Plaintiff NAGELA, became employed by Defendant, B2C2 USA, as a its first Managing Director and Global Head of Operations.

24. In the Managing Director/Global Head of Operations position, Plaintiff NAGELA, was responsible for *inter alia*, monitoring regulatory requirements to trade derivatives, including development of ISDA framework for options business, internal policies and procedures for reporting, recording, and reconciliation of risk; managing client flow with key B2C2 ECP's , online options chain (first in the world); and maintaining limits for the options book and internal attestations of competence and compliance.

25. During his tenure with Defendant, B2C2 USA, Plaintiff NAGELA, was a valued, well-respected employee and contributing team member, who routinely received praise and positive feedback from his supervisors and superiors for his high level of performance.

26. Under Plaintiff NAGELA's supervision, Defendant B2C2's options revenue significantly increased by 300% in the second quarter of 2022.

27. In addition, Plaintiff NAGELA contributed significantly to Defendant B2C2's business development as the architect and supervisor of the development team that built the RM system that utilizes mathematical algorithms that Plaintiff NAGELA created.

THE 2022 BITCOIN CONFERENCE AT THE MIAMI BEACH CONVENTION CENTER

Prior To the April 2022 Bitcoin Conference, Defendant, B2C2 USA, INC., Receives Notice From A Concerned Father

28. The annual Bitcoin Conference for members of the crypto industry was held at the Miami Beach Convention Center in early April 2022, from approximately April 6th through 9th.

29. The Miami 2022 Bitcoin Conference was attended by several of Defendant B2C2 USA's employees, managers and executives, including but not limited to, the then President of B2C2 USA, Defendant NICOLA WHITE, as well as Defendant, B2C2 Ltd.'s Co-Chief Executive Officer (Co-CEO), Phillip Gillespie.

30. The Miami 2022 Bitcoin Conference, which was organized by BTC Media, a publisher of trade-focused Bitcoin magazine, purportedly is the largest gathering of its kind, exclusively focused on Bitcoin.

31. The Conference traditionally attracts thousands of attendees, including established trading firms, like Defendant B2C2 USA, as well as start-ups and private investors – with the goal of discussing and promoting cryptocurrencies.

32. In addition to being known as a serious forum to discussing and promoting the cryptocurrency culture, in recent years, the Bitcoin Conference also has developed the reputation, by many in the cryptocurrency industry, as well as representatives in the media, as a conference that endorsed strenuous 'partying' and significant social excess amongst many of its conference-goers.

33. This *partying atmosphere*, which was promoted by the import of famous musicians and entertainers – also included excessive drinking and behavior that typically would be considered to be negative and inappropriate in the workplace.

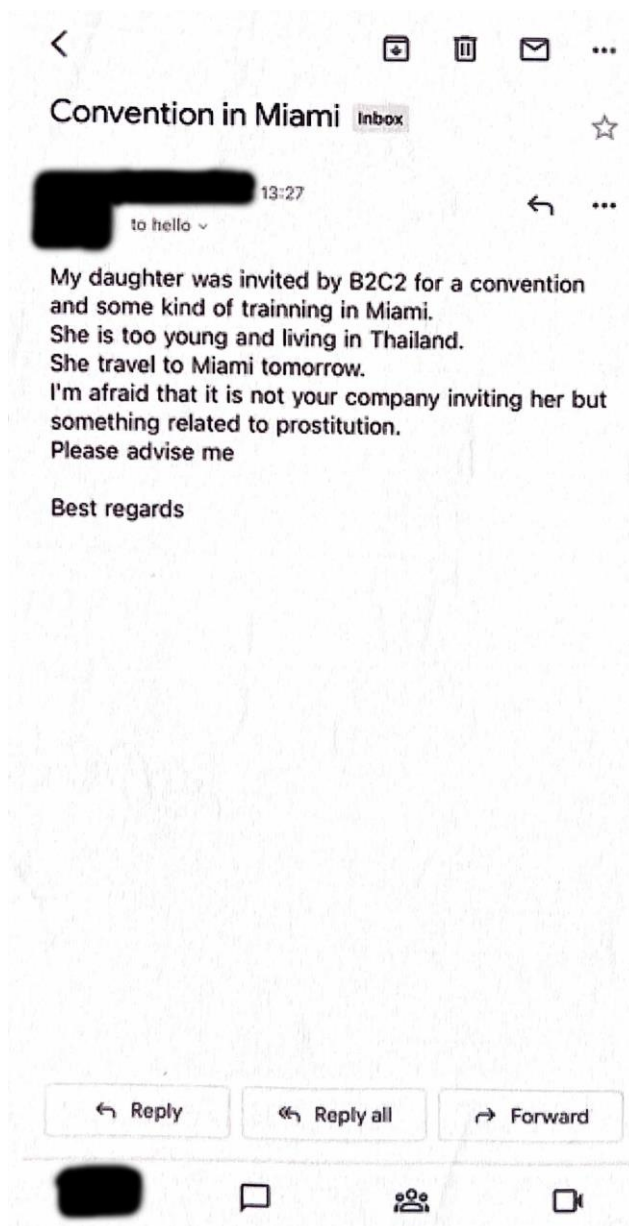
34. This reputation was well known by management at Defendant, B2C2 USA.

35. Approximately four (4) days before the event, on April 2, 2022, B2C2's London Headquarters received a letter in its general e-mail mailbox from Mr. "Aroon Chen"¹ (*hereinafter referred to as "Mr. Chen"*).

36. In the letter, entitled "**Convention in Miami**", Mr. Chen, complained that **his 19-year-old daughter** was invited by Defendant, B2C2 USA, "***for a convention and some kind of training in Miami.***" The concerned father further complained that his daughter was "***too young***" to attend such an event and revealed that ***she was "living in Thailand."*** The father mentioned that his daughter was scheduled to travel to Miami the following day, and that he was "***afraid***" that the *invitation* extended to his daughter was bogus, and not truly on behalf of the organization, but instead "***was related to prostitution.***"

¹ Mr. "Aroon Chen" is a fictionalized name which is being used to protect Mr. Smith's privacy.

37. Below is a true and accurate copy of the letter from Mr. Chen:



38. Upon information and belief, B2C2 investigated the concerned father's e-mail, and confirmed that, in fact, its married Co-CEO, Phillip Gillespie, had arranged to fly the 19-year-old Thai intern from her home in Bangkok, Thailand to accompany him to the 2022 Bitcoin Conference in Miami.

39. Upon information and belief, upon learning this, Plaintiff NAGELA, S supervisor, B2C2'S USA'S Co-CEO, Robert Catalanello, confronted his colleague and Co-CEO, Phillip Gillespie. Mr. Catalanello mentioned the concerned father's letter and complained about his (Gillespie's) decision to fly the 19-year-old Thai intern all the way to the United States for the Bitcoin Conference.

40. Angered and displeased with being challenged, Mr. Gillespie informed Mr. Catalanello that the 19-year-old was an "employee of B2C2 and was acting as his intern." Thereafter, Mr. Gillespie insisted that *he could do as he pleased*, and maintained he was bringing the young woman to the Bitcoin Conference because he wanted to see "*if she could handle the industry lifestyle*" (or, words to that effect).

Plaintiff, BRADLEY NAGELA, Hears Troubling Reports During The Miami 2022 Bitcoin Conference

41. Unlike many of his colleagues, Plaintiff NAGELA, did not personally attend the 2022 Bitcoin Conference in Miami, but instead remained in the office (along with his supervisor, Robert Catalanello) to supervise the trading desk.

42. However, on or around April 6, 2022, during only the first day of the conference, Plaintiff NAGELA, began receiving troubling reports from two of his young subordinates and other employees who were present at the conference in Miami.

43. Specifically, the young subordinates informed Plaintiff NAGELA, that they personally had witnessed B2C2's Co-CEO, Phillip Gillespie, allegedly drinking excessive amounts of alcohol and allegedly snorting cocaine, directly off the serving table at Minibar, and then at an event at Purple Palms Creative in Miami Beach and elsewhere.

44. It was mentioned that at one point during the evening, Mr. Gillespie's face was so covered with cocaine residue that he resembled the fictional main character, Tony Montana, from the movie, *Scarface*.

45. From speaking with his young subordinates, Plaintiff NAGELA, further understood that during the conference, Mr. Gillespie's 19-year-old female intern, also was present, accompanying Mr. Gillespie to after-hours parties/nightclubs, and was sharing a hotel room with him.

46. Upon hearing this, Plaintiff NAGELA became greatly alarmed that B2C2's Co-CEO, Mr. Gillespie, might be manipulating or coercing the 19-year-old intern into engaging in actions in which she voluntarily may not have wished to become engaged.

47. Furthermore, because Plaintiff NAGELA previously lived in Southeast Asia for several years, he was well aware of the prevalence of sexual exploitation and human trafficking of girls and women in developing countries

48. Finally, as a father of a teenaged daughter himself, Plaintiff NAGELA questioned whether the 19-year-old female intern reasonably could consent to any possible involvement with the Co-CEO Gillespie – simply because of the disparity in age, position and power between the Mr. Gillespie and the intern.

49. Plaintiff NAGELA cautioned his young subordinates to stay focused on their work assignments, and not to get involved in the alleged illegal activities.

50. Plaintiff NAGELA also warned them that to become embroiled in Mr. Gillespie's poor choices was unprofessional, not in keeping with company policy, and could negatively impact their careers, both with Defendant, B2C2 USA – as well as with potential future employers.

51. In the days and weeks that followed, Plaintiff NAGELA heard similar disturbing reports from several other colleagues who were present at the Miami

Bitcoin Conference. Specifically, Plaintiff NAGELA, heard that Co-CEO Gillespie allegedly was:

- (a) drinking alcohol excessively;
- (b) actively involved in illegal drug use, along with other members of B2C2's Japan Team;
- (c) ordering young, B2C2 employees to purchase cocaine for him;
- (d) *gifting and distributing* cocaine to B2C2 employees and convention attendees;
- (e) consuming illegal, hallucinogenic 'magic mushrooms' in the presence of Defendant WHITE and the 19-year-old female intern;
- (f) sharing alcohol and the hallucinogenic mushrooms with the 19-year-old female intern and others; and
- (g) generally behaving in a sexually inappropriate manner (including sharing a hotel room), that may have been both unwanted and/or unwelcome by the 19-year-old female intern.

52. In fact, Plaintiff NAGELA, even heard that Mr. Gillespie's alleged 'partying' and inappropriate behavior was so apparent, open and notorious, that some conference attendees allegedly had dubbed B2C2 as *the* trading firm to visit if you wanted to party (i.e., obtain and engage in illegal drug use).

Plaintiff, BRADLEY NAGELA, Complains To Defendant, B2C2 USA's Management About Sexual Harassment & Defendants' Co-CEO Phillip Gillespie's Possible Involvement In Alleged Illegal and Unethical Behavior

53. On or around April 7, 2022, after hearing the report of Mr. Gillespie's alleged behavior from his subordinates, Plaintiff NAGELA, spoke with Dean Sovolos, Esq., B2C2's General Counsel and Head of Regulatory Affairs.

54. Because Plaintiff NAGELA maintained both a friendly and professional relationship with Mr. Solovos, he felt comfortable confiding in him, trusted him to investigate the reports and allegations, and believed that he would attempt to do the right thing.

55. During the aforementioned telephone discussion, that occurred while Mr. Sovolos was engaged in his morning commute, Plaintiff NAGELA, shared the allegations that he had heard from his subordinates regarding Co-CEO Gillespie's behavior in Miami *and* with regard to the 19-year-old intern.

56. Specifically, Plaintiff NAGELA told Mr. Sovolos that he [Sovolos] urgently needed to do something and had to ***"get ahead of this mess."***

57. Plaintiff NAGELA further told Mr. Sovolos that the office had confirmed that the 19-year-old intern was not of legal drinking age, because they had obtained a copy of her passport and shared that he was concerned that the girl might be being manipulated, coerced or trafficked by Mr. Gillespie.

58. During the discussion, Mr. Sovolos (who similarly expressed that he was appalled by Co-CEO Gillespie's behavior) shared that he received similar complaints about Mr. Gillespie's behavior from his Co-CEO, Robert Catalanello and others.

59. Towards the end of the discussion, Mr. Sovolos told Plaintiff NAGELA, that he was deeply concerned about Mr. Gillespie's inappropriate and erratic behavior, and asked Plaintiff NAGELA whether he would be willing to formally put his complaint about Co-CEO Gillespie's erratic actions, alleged drug use and inappropriate behavior toward the 19-year-old female intern in writing.

60. Hearing this request, Plaintiff NAGELA asked Mr. Sovolos why it was not sufficient for him to make the complaint orally - particularly if others had complained to Mr. Sovolos about the same events.

61. Mr. Sovolos shared that it would be easier for him to investigate the matter, if someone made a formal written complaint. He shared that he was having difficulty getting anyone to put their observations/complaints in writing, and further explained that because of the serious nature of the allegations against the Co-CEI, it would be difficult for him to take corrective action unless he received something written from someone.

62. Plaintiff NAGELA responded that he was certainly sympathetic to Mr. Sovolos' request but shared that he was concerned that putting his complaint in writing carried significant risks of retaliation, including, but not limited to, termination. Specifically, Plaintiff NAGELA, responded:

“Dean, your background is in the world of law, but my background is in the world of banking. It's different. They are very different worlds. But, you need to make sure to take care of this for the sake of the company and the girl.”

63. Thereafter, Mr. Sovolos indicated that he would continue to look into the matter, but did not know what he could do if he did not have any of the accusations against the Co-CEO in writing.

64. On or around the same date, April 7, 2022, Plaintiff NAGELA also spoke to his Supervisor, Co-CEO, Robert Catalanello, and others within B2C2's management, about the alleged behavior of Mr. Gillespie at the Miami Bitcoin Conference and specifically shared his concerns that:

- (a) Mr. Gillespie's 19-year-old female intern was below the legal drinking age – and, that if Mr. Gillespie was giving her alcohol, Defendant, B2C2 USA could be liable;

- (b) The 19-year-old female intern might be the victim sexual harassment if she was experiencing unwanted and/or unwelcome advances at the hands of her supervisor, the Co-CEO (particularly if she was being required to share a hotel room with Mr. Gillespie);
- (c) The 19-year-old female intern might be the victim of being coerced and manipulated and sexually trafficked by the Co-CEO;
- (d) If the 19-year-old female intern's ability to consent to participate in the partying was suppressed by the alleged alcohol and/or drug use, Defendant, B2C2 USA could be liable;
- (e) That the Co-CEO's alleged choices and alleged behaviors could make the Defendants liable to others who attended the Bitcoin Conference; and
- (f) Whether the Co-CEO was sufficiently competent and emotionally capable of managing the organization, given his alleged repeated excessive use of controlled dangerous substances and hallucinogenic mushrooms.

65. Plaintiff NAGELA, further complained and shared his concern about the negative impact that the Co-CEO's alleged behavior could have on:

- (a) B2C2 USA's current employees who observed and/or participated in the alleged wrongful and illegal behavior; as well as
- (b) The possible injury to B2C2's public reputation being associated with the alleged behavior of its Co-CEO, Mr. Gillespie.

66. Upon hearing Plaintiff NAGELA'S complaints and report, his Supervisor, Co-CEO, Robert Catalanello, asked him some clarifying questions and the men discussed the matter further.

67. Specifically, Mr. Catalanello asked Plaintiff NAGELA, whether:

- (a) there were actual eyewitnesses to Mr. Gillespie's alleged behavior;
- (b) Mr. Gillespie's alleged use of cocaine use was blatantly out in the open in front of employees and subordinates;
- (c) Mr. Gillespie was pressuring others, including junior employees, to participate in the alleged activities;
- (d) any other B2C2 employees were involved, and finally;
- (e) it appeared that Mr. Gillespie's alleged behavior was impacting B2C2's sterling reputation as an upstanding cryptocurrency trading firm and industry leader.

68. In the days that followed, Plaintiff NAGELA continued to update his superiors with additional details of B2C2's Co-CEO's alleged behavior at the Miami Bitcoin Conference.

69. On each occasion, Mr. Catalanello, Mr. Sovolos and others in B2C2 management seemed increasingly upset and exasperated, acknowledged Plaintiff NAGELA's concerns and assured Plaintiff NAGELA, that they would look into the situation, and speak with higher-ups to handle the matter.

70. Notwithstanding this, Plaintiff NAGELA, was confident and optimistic that once B2C2's then President and female head, Defendant NICOLA WHITE, learned of the extent of the disturbing events at the Miami 2022 Bitcoin Conference, she immediately would take corrective action to:

- (a) rectify the matter with the young female intern,

- (b) reinforce company policies regarding appropriate employee behavior during out-of-town conferences; and
- (b) secure B2C2's reputation as a serious industry leader.

71. Plaintiff NAGELA, further believed that Defendant NICOLA WHITE, would remedy the situation because she previously seemed to be such an advocate for women in the male dominated Bitcoin industry, and because upon information and belief, upon learning of the 19-year-old female intern's anticipated appearance at the Miami Conference, Defendant NICOLA WHITE informed other B2C2 Officers that if Mr. Gillespie insisted on bringing the young Thai intern to the Conference, and she [WHITE] spotted her amongst the guests on the Convention floor, she vowed that she was going to ***"put her on the first fight back to Thailand!"***

72. In short, Plaintiff NAGELA believed that Defendant NICOLA WHITE, would actively take steps to protect the 19-year-old female intern.

73. However, to his shock and dismay, ***none*** of this occurred.

74. Indeed, notwithstanding Defendant WHITE'S vow, upon information and belief, when Defendant NICOLA WHITE actually physically observed the intern in Mr. Gillespie's company during the Miami Bitcoin Conference, Defendant NICOLA WHITE failed to seek to protect the 19-year-old intern, or to otherwise take the corrective action that she pledged.

75. Quite to the contrary, it was later reported to Plaintiff NAGELA that Defendant WHITE actually was engaging in the partying atmosphere at the convention and allegedly was consuming magic mushrooms distributed by Co-CEO Gillespie, and attended events with the 19-year-old Thai intern where alcohol was consumed.

76. Within weeks of Plaintiff NAGELA's initial complaints to his superiors, and within weeks of Mr. Catalanello sharing his Plaintiff NAGELA's concerns with

B2C2 Officers/management, including Defendant B2C2's President, NICOLA WHITE, Mr. Catalanello's employment suddenly and abruptly was terminated.

77. Very shortly thereafter, Plaintiff NAGELA learned that at least one other B2C2 employee - who had similarly complained about Co-CEO Gillespie - also was terminated by the organization.

78. Yet, astonishingly, Mr. Gillespie's employment with B2C2 was not only preserved, but he was promoted and became the Sole Global Chief Executive Officer of B2C2.

79. In addition, Defendant WHITE was promoted into Mr. Catalanello's position and became the sole CEO of B2C2 USA.

80. In these new roles, Mr. Gillespie and Defendant WHITE controlled B2C2's spot and leading businesses;

81. Plaintiff NAGELA was dumbfounded and deeply disturbed by this turn of events.

82. In the weeks prior to Mr. Catalanello's termination, Plaintiff NAGELA was disheartened to learn that some of the highest level managers/officers at Defendant B2C2, including Defendant, NICOLA WHITE, **were fully aware** of (and had opted to tolerate and turn a blind eye toward) the Co-CEO Phillip Gillespie's alleged inappropriate behavior (a) with regard to the young, female intern, as well as (b) with regard to the alleged use, promotion and distribution of controlled dangerous substances to B2C2 employees and others, both during the Miami 2022 Bitcoin Conference - and, during other company events.

Defendant NICOLA WHITE and Co-CEO Phillip Gillespie Launch A Retaliation Campaign Against Plaintiff, BRADLEY NAGELA

83. In or around May of 2022, shortly after voicing his complaints about Co-CEO Gillespie, one of Plaintiff NAGELA's subordinates, reached out to him and asked if he could speak with him in confidence. Plaintiff NAGELA agreed.

84. When Plaintiff NAGELA connected with his subordinate, the subordinate (whom Plaintiff had hired into the B2C2 organization approximately nine months before) was upset and deeply shaken.

85. Plaintiff's subordinate informed him that he had been summoned to a *private meeting* at B2C2 Headquarters in Jersey City, New Jersey by Defendant, NICOLA WHITE and Co-CEO Gillespie.

86. Plaintiff NAGELA's subordinate described that during the meeting, Defendant WHITE and Co-CEO Gillespie offered him [the subordinate] Plaintiff NAGELA's job as Global Head of Options Trading.

87. Plaintiff NAGELA's subordinate further revealed that Defendant WHITE and Co-CEO Gillespie informed him that if he accepted the position: (a) he would receive a substantial raise, and (b) his first order of business would be to terminate his supervisor, Plaintiff, NAGELA's employment with B2C2.

88. The subordinate indicated that he was stunned by the suspicious offer, and instead of assuming Plaintiff NAGELA's role, chose to immediately resign from his employment with the organization.

89. Upon learning of the attempted retaliation, Plaintiff NAGELA confronted Co-CEO Gillespie. Specifically, Plaintiff NAGELA informed Mr. Gillespie that he knew that he was attempting to replace him and terminate his employment because he [NAGELA]:

- (a) was aware of his [GILLESPIE's] alleged wrongful and erratic behavior during the Miami Conference in connection with the alleged drugs and the 19-year-old intern;
- (b) had complained of same to B2C2's upper management.

90. Undeterred, Defendant WHITE and Co-CEO Gillespie regrouped and sought to retaliate against Plaintiff NAGELA a second time the following month.

Plaintiff, BRADLEY NAGELA, Attempts To Prevent Co-CEO Phillip Gillespie's and Defendant NICOLA WHITE's Erratic Trading

91. On or around June 16, 2022, Co-CEO Gillespie instructed options traders to purchase approximately \$15 million worth of options on the Deribit Options Exchange. Due to adverse market movement, as a result of these highly risky and unwarranted transactions, the traders stopped purchasing at Plaintiff NAGELA's direction, after paying approximately \$11.9 million in options premium on Deribit, at the behest of Defendant WHITE, Mr. Gillespie and Adam Farthing, B2C2's Chief Risk Officer.

92. Plaintiff NAGELA had attempted to protect the company by informing his team not to execute these risky trades without first calling him directly, regardless of the time of day or night.

93. On June 16, 2022, Plaintiff NAGELA arrived at the office early and worked with his team to unwind these risky and irrational trades; and reported these unnecessarily risky activities, and possible breaches of fiduciary duties, to Defendant WHITE and others, who jointly approved Plaintiff NAGELA's efforts to unwind the transactions. Despite Mr. NAGELA's mitigation efforts, which saved the company \$5.2 million, Co-CEO Gillespie's irrational trades, and possible misconduct, resulted in \$6.7 million in losses, which were recorded in the downside hedge account.

94. In August of 2022, at the direction of management, Plaintiff NAGELA drafted a written report to B2C2's Board of Directors explaining how the problematic transactions directed by Co-CEO Gillespie that resulted in millions in losses and demonstrating how Plaintiff NAGELA and his team saved the company \$5.2 million by unwinding certain of Defendant's transactions. During q2-q4 of 2022, B2C2 incurred losses of 7.2 billion JPY (\$55 million) which stated with the initial lending losses to Babel and consequent "management position" losses in options, both of which Plaintiff NAGEL attempted to mitigated despite stanch losses from Defendants' poor collateral management and trading decision.

Defendant, B2C2-US, Strips Plaintiff, BRADLEY NAGELA Of His Employment

95. Upon learning of the sudden and unexplained termination of high level employees who had complained about Co-CEO Gillespie's behavior, Plaintiff NAGELA, became gripped with concern that his job would be eliminated as well because he [NAGELA] shared his concerns about the Co-CEO, Phillip Gillespie's inappropriate and allegedly illegal behavior with his supervisor, Mr. Catalanello, Mr. Sovolos, and others – who, in turn, shared same with B2C2 management/officers.

96. Unfortunately, but precisely as Plaintiff NAGELA predicted, on September 1, 2022, he was called into a meeting with B2C2's Human Resources Manager, Tana Parker, and B2C2's President, NICOLA WHITE.

97. During the meeting, Plaintiff NAGELA was informed that he was being terminated as part of a *restructuring* and *reorganization*.

99. Upon hearing this from Defendant WHITE, Plaintiff NAGELA responded, "***So, you and Phil are firing me!?***"

100. Defendant WHITE responded, "***Well, ultimately it's a management decision.***"

101. Plaintiff NAGELA responded, "***But, you and Phil ARE management.***"

102. To this, Defendant WHITE responded, **“Well, yes.”**

103. Notwithstanding Defendant B2C2 USA’s representations, Plaintiff NAGELA, believes that the true reason that his employment was terminated with Defendant B2C2 US was because:

- (a) he complained of possible sexual harassment and gender discrimination on behalf of Mr. Gillespie’s 19-year-old Thai intern; and
- (b) voiced complaints about inappropriate and allegedly unlawful behavior by Defendant, B2C2 USA’s Co-CEO, Mr. Gillespie, and Defendant WHITE, during the Miami 2022 Bitcoin Conference.

COUNT ONE

UNLAWFUL RETALIATION FOR ENGAGING IN PROTECTED ACTIVITY

104. Plaintiff hereby repeats, reiterates and realleges the allegations contained in Paragraphs 1 through 98 as though fully set forth herein.

105. Defendants, B2C2 USA, INC, and NICOLA WHITE, took negative, career impacting employment action against Plaintiff, BRADLEY NAGELA, wholly or partially, in retaliation for his complaints of workplace sexual harassment and gender discrimination.

106. The actions of Defendants, B2C2 USA, INC, and NICOLA WHITE, in causing Plaintiff, BRADLEY NAGELA to suffer an adverse employment action, constitutes unlawful violation of N.J.S.A. 10:5-1 *et seq.* and common law.

107. As a result of Defendants’ wrongful and illegal conduct, Plaintiff, BRADLEY NAGELA, suffered and continues to suffer, financial loss and severe emotional distress with physical manifestations and consequences.

108. As a direct and proximate result of the Defendants' unlawful acts and practices, Plaintiff, BRADLEY NAGELA, has suffered and continues to suffer substantial losses of income, fringe benefits, other pecuniary losses, humiliation, mental anguish, emotional pain and suffering, and is incurring legal and other expenses.

WHEREFORE, Plaintiff, BRADLEY NAGELA, demands entry of judgment in his favor and against Defendants for the following:

- a. Back pay;
- b. Front pay;
- c. Compensatory damages;
- d. Punitive and exemplary damages;
- e. Reasonable attorney's fees and costs; and
- f. Such other relief as this Court may deem just and appropriate.

COUNT TWO

RETALIATION IN VIOLATION OF THE NEW JERSEY CONSCIENTIOUS EMPLOYEE PROTECTION ACT OF 1986 ("WHISTLEBLOWER ACT")

109. Plaintiff hereby repeats, reiterates and realleges the allegations contained in Paragraphs 1 through 108 as though fully set forth herein.

110. The Defendants, B2C2 USA, INC. and NICOLA WHITE wrongfully terminated Plaintiff, BRADLEY NAGELA, wholly or partially, in retaliation for his complaining of illegal activities on behalf of the Co-CEO during the Miami 2022 Bitcoin Conference.

111. The actions of Defendants, B2C2 USA, INC. and NICOLA WHITE, in terminating Plaintiff, BRADLEY NAGELA, constitutes unlawful violation of the New Jersey Conscientious Employee Protection Act 34:19-1 *et seq.*

112. As a result of Defendants' wrongful and illegal conduct, Plaintiff, BRADLEY NAGELA, suffered, and continues to suffer, financial loss and severe emotional distress with physical consequences.

WHEREFORE, Plaintiff, BRADLEY NAGELA, demands entry of judgment in his favor and against Defendants for the following:

- a. Back pay;
- b. Front pay;
- c. Equity and Compensatory damages;
- d. Punitive damages;
- e. Reasonable attorney's fees and costs; and
- f. Such other relief as this Court may deem just and appropriate.

COUNT THREE

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

113. Plaintiff hereby repeats, reiterates, and realleges the allegations contained in Paragraphs 1 through 112 as though fully set forth herein.

114. The actions of the Defendants, B2C2 USA, INC. and NICOLA WHITE constitutes negligent infliction of emotional distress upon Plaintiff, BRADLEY NAGELA.

115. As a direct and proximate result of the Defendants, B2C2 USA, INC. and NICOLA WHITE'S actions, Plaintiff, BRADLEY NAGELA, has been caused to sustain severe emotional distress.

WHEREFORE, Plaintiff, BRADLEY NAGELA, demands entry of judgment in his favor and against Defendants for the following:

- a. Back pay;
- b. Front pay;

- c. Compensatory damages;
- d. Punitive damages;
- e. Reasonable attorney's fees and costs,
- f. Such other relief as the Court may deem appropriate.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(6) of the F.R.C.P., Plaintiff, BRADLEY NAGELA, on behalf of himself and all others similarly situated, hereby demands trial by jury on all issues raised herein so triable.

DESIGNATION OF TRIAL COUNSEL

Plaintiff, hereby designates Jacqueline Tillmann, Esquire as trial counsel.

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Demand is hereby made for a copy of all insurance agreements or policies, including but not limited to any and all declaration sheets maintained by the Defendants during the period of Plaintiff, BRADLEY NAGELA'S, employment. This demand shall be deemed to include and cover Comprehensive General Liability Coverage, Workers Compensation and Employer's Liability Coverage, and any and all Excess, Catastrophic and Umbrella Policies.

DEMAND TO PRESERVE EVIDENCE

Defendants are hereby directed to preserve all physical and electronic information pertaining in any way to Plaintiff's employment, cause of action and/or prayers for relief, and to any defenses to same, including but not limited to, electronic data storage, closed circuit television footage, digital images, cache memory, searchable data, emails, spread sheets, employment files, memos, text messages, and any and all online social or work related websites, entries on social networking sites (including, but not limited to Facebook, Instagram, WhatsApp, X (formerly Twitter), Myspace, etc.), and any other information and/or data that may be relevant to any claim or defense in this litigation.

CERTIFICATIONS

It is hereby certified pursuant to 28 U.S.C. Section 1746 and pursuant to L.Civ.P. 11.2 that the matter in controversy is not presently the subject of any other action pending in any other court or of an arbitration proceeding to date.

Dated: September 1, 2023

Jacqueline L. Tillmann

Jacqueline L. Tillmann, Esquire
Attorney for Plaintiff, BRADLEY NAGELA
Bar #: 045991997
Lewis Tillmann Law Offices
44 Fackler Road
Princeton, New Jersey 08540
(609) 688-9184
JLT@LewisTillman.com