

By /s/ Nesha Gaines
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8 Russell Burbank, as liquidating trustee for
nominal defendants Savant Addiction
9 Medicine, LLC and Savant HWP Holdings, LLC

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SAN MATEO

12 SCOTT FREEMAN, M.D., as trustee for the SCOTT)
MITCHELL FREEMAN REVOCABLE TRUST,)
13 dated March 10, 2012, for itself and as assignee of)
14 FERDINAND BELGA;)

15 Plaintiff,)

16 vs.)

17 STEPHEN HURST; SUNRAY ASSET)
MANAGEMENT, INC.; NICO FORTE; CERUVIA)
18 LIFESCIENCES f/k/a CH-TAC; CAREY)
19 TURNBULL; RUSSELL BURBANK, as liquidating)
trustee for nominal defendants SAVANT)
20 ADDICTION MEDICINE, LLC and SAVANT)
HWP HOLDINGS, LLC; DOE INDIVIDUALS 1)
21 through 20; and ROE CORPORATIONS 1 through)
22 20;)

23 Defendants,)

24 and)

25 SAVANT ADDICTION MEDICINE, LLC and)
SAVANT HWP HOLDINGS, LLC; and SAVANT)
26 HWP, INC.,)

27 Nominal Defendants.)
28

**NOTICE TO STATE COURT AND
ADVERSE PARTIES OF REMOVAL
OF THIS ACTION TO FEDERAL
COURT**

Locke Lord LLP
300 S. Grand Avenue, Suite 2600
Los Angeles, CA 90071

1 **TO THE CLERK OF COURT AND ALL PARTIES AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 **PLEASE TAKE NOTICE THAT** on September 2, 2022, defendant Russell Burbank, as
4 Liquidating Trustee for nominal defendants Savant Addiction Medicine, LLC and Savant HWP
5 Holdings, LLC (“Burbank”) filed in the United States District Court for the Northern District of
6 California a Notice of Removal of the above-captioned matter. Attached as Exhibit A is a copy of the
7 Notice of Removal filed with the Northern District.

8 **PLEASE TAKE FURTHER NOTICE THAT** pursuant to 28 U.S.C. § 1446(d), filing the
9 Notice of Removal with the United States District Court, along with this filing before the Superior
10 Court, effects the removal of this action and requires that the Superior Court take no further action
11 unless and until this matter is remanded by the District Court.

12
13 Dated: September 2, 2022

LOCKE LORD LLP

14
15
16 By: 

17 David Kupetz
Rory S. Miller
William Mullen

18 *Attorneys for Defendant Russell Burbank, as*
19 *liquidating trustee for nominal defendants*
20 *Savant Addiction Medicine, LLC and Savant*
21 *HWP Holdings, LLC*

EXHIBIT A

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7 Attorneys for Defendant
8 Russell Burbank, as liquidating trustee for
nominal defendants Savant Addiction
9 Medicine, LLC and Savant HWP Holdings, LLC

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA

12 SCOTT FREEMAN, M.D., as trustee for the) CASE NO.
13 SCOTT MITCHELL FREEMAN REVOCABLE)
TRUST, dated March 10, 2012, for itself and as)
14 assignee of FERDINAND BELGA;)
15)
Plaintiff,)

16 vs.)

17 STEPHEN HURST; SUNRAY ASSET)
MANAGEMENT, INC.; NICO FORTE; CERUVIA)
18 LIFESCIENCES f/k/a CH-TAC; CAREY)
TURNBULL; RUSSELL BURBANK, as liquidating)
19 trustee for nominal defendants SAVANT)
20 ADDICTION MEDICINE, LLC and SAVANT)
HWP HOLDINGS, LLC; DOE INDIVIDUALS 1)
21 through 20; and ROE CORPORATIONS 1 through)
22 20;)

23 Defendants,)

24 and)

25 SAVANT ADDICTION MEDICINE, LLC and)
SAVANT HWP HOLDINGS, LLC; and SAVANT)
26 HWP, INC.,)

27 Nominal Defendants.)
28

NOTICE OF REMOVAL

Locke Lord LLP
300 S. Grand Avenue, Suite 2600
Los Angeles, CA 90071

1 Russell Burbank, as Liquidating Trustee for nominal defendants Savant Addiction Medicine,
2 LLC and Savant HWP Holdings, LLC (“Burbank”) removes this case to the United States District
3 Court for the Northern District of California pursuant to 28 U.S.C. §§ 1331, 1367, 1441, and 1446. In
4 support of removal, Burbank states:

5 **I. INTRODUCTION AND GROUNDS FOR REMOVAL**

6 1. On July 25, 2022, Scott Freeman, M.D (“Trustee”), as trustee for the Scott Mitchell
7 Freeman Revocable Living Trust, dated March 10, 2012 (the “Trust”), for itself and as assignee of
8 Ferdinand Belga (collectively the “Plaintiff”) commenced this action by filing its Complaint (the
9 “Complaint”) in the Superior Court of the State of California for the County of San Mateo as case
10 number 22-CIV-03024. *See generally* Ex. 1, Public Redacted Complaint.

11 2. Defendants are entitled to remove this state court action to this Court pursuant to 28
12 U.S.C. §§ 1331, 1332(a)(1), 1441, and 1446 because Burbank has satisfied the procedural
13 requirements for removal and this Court has original subject-matter jurisdiction over this case as
14 further explained below.

15 **II. BURBANK HAS SATISFIED THE PROCEDURAL REQUIREMENTS**
16 **FOR REMOVAL**

17 **A. Removal Is Timely.**

18 3. On or about August 5, 2022, Burbank was served with the Summons and Complaint.
19 *See generally* Ex. 2, Summons.

20 4. Because this Notice of Removal is being filed within 30 days of the receipt of service
21 of the summons and Complaint on any named defendant, removal is timely under 28 U.S.C. § 1446(b).

22 5. This Notice of Removal is also filed within one year of commencement of this action
23 as required by 28 U.S.C. § 1446(c)(1).

24 **B. Venue Is Proper.**

25 6. Removal to this Court is proper because it is “the district and division embracing the
26 place where such action is pending.” 28 U.S.C. § 1441(a). Therefore, this action is properly removed
27 to this Court pursuant to 28 U.S.C. § 108.
28

C. All Defendants Consent to Removal.

7. All Defendants who have been served have notified Burbank that they consent to removal of this case. They will be each be filing a consent to removal.

8. Any unnamed Doe and Roe defendants, and nominally named defendants, are disregarded and need not join in removal. *See United Computer Sys., Inc. v. AT &T Corp.*, 298 F.3d 756, 762 (9th Cir. 2002) (“nominal, unknown or fraudulently joined parties” need not join in the petition for removal); *Emrich v. Touche Ross & Co.*, 846 F.2d 1190, 1193 n.1 (9th Cir. 1988) (same); *Hafiz v. Greenpoint Mortgage Funding Inc.*, 652 F. Supp. 2d 1050, 1052 (N.D. Cal. 2009) (same); citing *United Computer*).

D. All Other Procedural Requirements Are Satisfied.

9. Pursuant to 28 U.S.C. § 1446(a), a copy of the Public Redacted Complaint is attached at Exhibit 1. A copy of the summons served on Burbank from the state court action is attached hereto at Exhibit 2. A copy of the Superior Court’s docket as of September 1, 2022 is attached as Exhibit 3.

10. The other pleadings served on Defendants or filed in state court prior to removal are as follows:

- a. Civil Case Cover Sheet (attached at Exhibit 4);
- b. Notice of Assignment for All Purposes (attached at Exhibit 5);
- c. Case Management Order #1 (attached at Exhibit 6);
- d. Affidavit of Mailing (attached at Exhibit 7);
- e. Proof of Service by Overnight Delivery of Case Management Order (attached at Exhibit 8);
- f. Proof of Service by Overnight Delivery of [Proposed] Order (attached at Exhibit 9).

11. No further proceedings have been had in this action in state court prior to removal.

12. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being served upon Plaintiff’s counsel, and a copy is being filed with the Clerk of the San Mateo County Superior Court.

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Los Angeles, CA 90071

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III. REMOVAL IS PROPER BECAUSE THIS COURT HAS SUBJECT MATTER JURISDICTION UNDER 28 U.S.C. §§ 1331, 1367 AND 1441.

13. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this is a civil action “arising under the Constitution, laws or treaties of the United States.” To the extent that the Court does not have original subject matter jurisdiction over any particular claims, it has supplemental jurisdiction over those claims pursuant to 28 U.S.C. § 1367 because all such claims “are so related to claims in the action with such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.”

A. This Civil Action Presents A Federal Question.

14. This action is a civil proceeding including a claim over which this Court has original jurisdiction under Title 18 of the United States Code. See Ex. 1, Compl. at ¶¶ 290–298. This action is founded on a claim of right arising under the laws of the United States (see generally 18 U.S.C. § 1961 et seq.) and may be removed to this Court by Defendants pursuant to 28 U.S.C. §§ 1331, 1441, and 1446.

B. The Remaining Claims Are Part of the Same Case or Controversy.

15. Plaintiff’s federal claim alleges a civil violation of the RICO statutes based on, among other alleged acts, purported fraud (see Ex. 1, Compl. at ¶ 292(b-c) (asserting fraud as RICO predicate) & ¶¶ 315-320 (claim for fraudulent conveyance)) and various alleged corporate governance violations (see Ex. 1, Compl. at ¶ 292(a) & (d-i) &, e.g., ¶¶ 264-284 (LLC agreement claims)).

16. The same “common nucleus of operative fact(s)” gives rise to Plaintiff’s various state and common law claims such that the two would normally be tied together. See, e.g., *Trustees of the Constr. Indus. & Laborers Health & Welfare Trust v. Desert Valley Landscape Maint., Inc.*, 333 F.3d 923, 925 (9th Cir. 2003).

17. Consequently, the exercise of pendent jurisdiction under 28 U.S.C. § 1367 is constitutional and appropriate. See, e.g., *Bahrampour v. Lampert*, 356 F.3d 969, 978 (9th Cir. 2004).


///
///
///

1 **IV. CONCLUSION**

2 For these reasons, Burbank removes this action from the San Mateo County Superior Court
3 to this Court pursuant to 28 U.S.C. § 1441.

4
5 Dated: September 2, 2022

LOCKE LORD LLP

6
7 By: 
8 David Kupetz
9 Rory S. Miller
10 William Mullen

*Attorneys for Defendant Russell Burbank, as
liquidating trustee for nominal defendants
Savant Addiction Medicine, LLC and Savant
HWP Holdings, LLC*

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15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
COUNTY OF SAN MATEO

17 SCOTT FREEMAN, M.D., as trustee for the
18 SCOTT MITCHELL FREEMAN REVOCABLE LIVING
TRUST, dated March 10, 2012, for itself and as
19 assignee of FERDINAND BELGA,

20 Plaintiff,

21 vs.

22 STEPHEN HURST; SUNRAY ASSET
MANAGEMENT, INC.; NICO FORTE; CERUVIA
23 LIFESCIENCES f/k/a CH-TAC; CAREY
TURNBULL; RUSSELL BURBANK, as liquidating
24 trustee for nominal defendants SAVANT
ADDICTION MEDICINE, LLC and SAVANT HWP
25 HOLDINGS, LLC; DOE INDIVIDUALS 1
through 20; and ROE CORPORATIONS 1 through
26 20,

27 Defendants,

28 *and*

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 7/25/2022
By /s/ Jennifer Torres
Deputy Clerk

Case No.

Dept. No.

COMPLAINT

(Jury Trial Demanded)

(Conditionally Filed Under Partial Seal)

1 SAVANT ADDICTION MEDICINE, LLC; SAVANT
2 HWP HOLDINGS, LLC; and SAVANT HWP, INC.

3 Nominal Defendants.
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1 Scott Freeman, M.D., as trustee for the Scott Mitchell Freeman Revocable Living Trust,
2 dated March 10, 2012, for itself and as assignee of Ferdinand Belga (“plaintiff” or “Freeman”) al-
3 leges as his complaint:

4 INTRODUCTION

5 1. This case involves the fraudulent schemes of defendant Stephen Hurst and Sunray
6 Asset Management, Inc. (together, “Hurst”) in service of Hurst’s conspiracy and criminal enter-
7 prise with the drug-development companies that Hurst controls, as well as with defendant Carey
8 Turnbull and the drug-development company that Turnbull controls, Ceruvia LifeSciences (“Ceru-
9 via”). With Turnbull’s assistance and plaintiff’s money and equity, Hurst has wielded that control
10 to enrich himself at plaintiff’s expense and at the cost of valuable intellectual property. While the
11 details of how Hurst carried out these schemes are necessarily complex, he followed a pattern:
12 Hurst took advantage of unsuspecting business partners’ trust to gain control over companies, he
13 compartmentalized information so only he or his trusted circle had access to key information, and
14 then he engaged in self-dealing.

15 2. In just one example, Hurst negotiated a preliminary agreement for development of
16 a Savant drug with the notorious fraudster Martin Shkreli. In a September 2016 article on meeting
17 with Shkreli to discuss the deal, Hurst is quoted as having high regard for how Shkreli does busi-
18 ness:

19 ‘I went in very much expecting not to like him, quite honestly,’ Hurst said.
20 ‘What I found was a very, very bright young man who asked all the right
21 questions’ ‘It wasn’t anything like I was expecting,’ Hurst said. ‘There’s
22 a public persona and how he is with the important relationships, like people
23 who work with him.’

24 3. For years, Hurst concealed his schemes from Freeman. Only too late would Free-
25 man learn why Hurst admired Shkreli and how Hurst took advantage of Freeman’s special rela-
26 tionship of trust to execute his schemes.

27 4. In 2009, Hurst, a patent lawyer and businessman; Freeman, a medical doctor and
28 researcher; and William Boulanger, a chemist, met in San Francisco to form a partnership for re-
searching and developing drugs.

1 12. Hurst is the sole owner of defendant Sunray Asset Management, Inc. (“Sunray”), a
2 Nevada corporation doing business in Nevada. Through Sunray, Mr. Hurst is the beneficial owner
3 of 39% of Savant Holdings’s membership interests and 7.06% of Savant Inc.’s shares.

4 13. Defendant Savant HWP Holdings, LLC (“Savant Holdings”) is a limited liability
5 company organized under the laws of the state of Delaware. Upon information and belief, Savant
6 Holdings is headquartered in Reno, Nevada.

7 14. Defendant Savant HWP, Inc. (“Savant Inc.”) is a Delaware corporation. Upon in-
8 formation and belief, Savant Inc. is headquartered in Reno, Nevada.

9 15. Defendant Savant Addiction Medicine LLC (“Savant Addiction”) is a limited liabil-
10 ity company organized under the laws of the state of Delaware. Upon information and belief, Sa-
11 vant Addiction is headquartered in Reno, Nevada.

12 16. Savant Addiction owns shares in nonparty Mind Medicine Inc. (“MindMed”), a Ca-
13 nadian psychedelic medicine biotech company that develops psychedelic-inspired medicines and
14 therapies to address addiction and mental illness.

15 17. Defendant Ceruvia LifeSciences (“Ceruvia”) is a Delaware limited liability com-
16 pany headquartered in Greenwich, Connecticut.

17 18. Ceruvia is a competitor to Savant Addiction, Savant Holdings, Savant Inc., and
18 MindMed. Ceruvia is also involved in the development of psychedelic-inspired medicines and is
19 developing the identical drugs that MindMed/Savant is developing: LSD, psilocybin, BOL-148.

20 19. Upon information and belief, Ceruvia is controlled by Carey Turnbull, who at all
21 times relevant hereto was and is an individual domiciled in and a resident of Connecticut, as well
22 as by Hurst as Ceruvia’s alter ego. Ceruvia may be the successor to another entity associated Turn-
23 bull, including CH-TAC.

24 20. Both Turnbull and Hurst are associated with Savant Addiction Medicine; Turnbull
25 is a member and Hurst is a managing member. Both Turnbull and Hurst have worked for Turnbull
26 companies like Ceruvia.

27 21. Russell Burbank, at all times relevant hereto, was and is a resident of and domiciled
28 in San Francisco, California.

1 22. Burbank is the liquidating trustee for Savant Addiction and Savant Holdings.

2 23. Plaintiff does not know the true names or capacities of some defendants and there-
3 fore sues them by fictitious “Doe” and “Roe” designations. Plaintiff will amend the complaint
4 once he ascertains the Doe and Roe defendants’ true names and capacities.

5 **JURISDICTION AND VENUE**

6 24. Pursuant to Section 410.10 of the California Code of Civil Procedure, this Court
7 has personal jurisdiction over Defendants because the claims herein arise from actions it purpose-
8 fully directed at the State of California.

9 25. Pursuant to Section 395 of the California Code of Civil Procedure, venue is proper
10 because certain defendants reside in San Mateo, California.¹

11 **FACTS**

12 **A. Background**

13 ***1. Formation of the Savant Entities***

14 26. At the heart of Hurst’s schemes was his abuse of the corporate form. As back-
15 ground, it is therefore necessary to outline Savant’s structure and the transaction it ultimately en-
16 tered into related to the molecule known as 18-methoxycoronaridine (“18-MC”).

17 27. Savant was largely unsuccessful in its initial attempts to raise capital to pursue the
18 potential benefits of drugs with psychoactive components. The business’s only significant invest-
19 ment, a \$6.7 million grant from the National Institutes of Health (“NIH”), was secured by Freeman
20 in October 2012.

21 28. As part of an attempt to raise outside capital, the founders decided in 2013 to for-
22 malize the structure of their working arrangement. Hurst, aided by counsel of his choosing, Evan
23 Ng, produced the operating agreements for the Savant entities.

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27 ¹ Plaintiff understands that a parallel action will be commenced in Nevada. Nevertheless, Plaintiff believes
28 this Court is the appropriate venue to address this action, and initiates this action out of abundance of caution so that
no party may claim any issue as to statutes of limitation.

1 29. These agreements were structured to grant Hurst control over the entities, including
2 the ability to solely appoint board members (Nico Forte, R. Lee Douglas, Raymond J. Tesi), cor-
3 porate counsel (Ng, Matt Olson), and liquidating trustee (Burbank), which would subsequently be-
4 come integral to his fraudulent schemes.

5 30. Hurst formed four related entities, three of which are relevant here:

6 a. Savant Inc. was the management company that employed Savant’s employ-
7 ees, and that received a 10% profit share. The profits would be split among employees
8 through stock options.

9 b. Savant Holdings was the company where the initial founders held their in-
10 vestments, including the intellectual property to drugs like BOL-148 prior to formation of
11 an investor LLC such as Savant Addiction, described below.

12 c. Savant Addiction offered investors a vehicle to purchase shares to be used
13 to develop 18-MC medical drugs (the “18-MC Program”), with the potential to treat vari-
14 ous mental health conditions, including anxiety, addiction, and attention deficit and hyper-
15 activity disorder; in this way, investors could invest in the potential for this class of drugs.

16 31. Savant Holdings, Savant Inc., and Savant Addiction are collectively referred to as
17 the Savant entities.

18 32. The Savant entities hold the following interests in 18-MC: Savant Holdings owns
19 approximately 80%, Savant Inc. owns 10% (52.94% of which is owned by Savant Holdings), and
20 Savant Addiction owns approximately 10% (88.45% of which owned by Savant Holdings). Thus,
21 Savant Addiction and Savant Inc. are controlled by Savant Holdings. (Savant Holdings, Savant
22 Inc., and Savant Addiction are collectively referred to as the “Savant Entities” and the sharehold-
23 ers and members of the Savant Entities are collectively referred to as the “Savant Equity-hold-
24 ers.”)

25 33. In connection with the creation of the Savant Entities, Hurst placed himself in man-
26 agerial control. The Savant Holdings Operating Agreement provides that Hurst is the managing
27
28

1 member of Savant Inc. and Savant Addiction. Moreover, the Savant Addiction Operating Agree-
2 ment provides that Savant Holdings is the managing member of Savant Addiction, which makes
3 Hurst the *de facto* managing member of Savant Addiction.

4 34. While Hurst also granted himself significant discretion in exercising his powers,
5 this discretion was not unlimited. The operating agreements contain important limitations on
6 Hurst's discretion that should have foreclosed any self-dealing. Hurst's disregard for these provi-
7 sions is demonstrative of the depth of his misconduct.

8 35. *First*, the HWP LLC Operating Agreement provides that the managing member is
9 required to advise the other members of material decisions.

10 **Section 7.05 Informational Rights.** In addition to the information required
11 to be provided pursuant to Article X, the Managing Member shall keep the
12 other Members reasonably informed on a timely basis of any material fact,
13 information, litigation, employee relations or other matter that could rea-
14 sonably be expected to have a material impact on the operations or financial
15 position of the Company, including, but not limited to, any modification of
16 any loan or other financing to the Company. The Managing Member shall
17 provide all material information relating to the Company or the manage-
18 ment or operation of the Company as any Member may reasonable request
19 from time to time.

20 36. *Second*, the operating agreements specify that major decisions, such as the sale of
21 assets, need a majority-in-interest approval. Specifically, Section 7.02(b) of HWP LLC's Operat-
22 ing Agreement provides that its managing member (*i.e.*, Hurst) may not authorize HWP LLC to
23 "make any material change to the nature of the Business conducted by the Company or enter into
24 any business other than the Business" without first obtaining the "written approval of a majority-
25 in-interest of the Members."

26 37. *Third*, Section 7.02(h) of the HWP LLC Operating Agreement requires written ap-
27 proval of a majority-in-interest of the Members as a prerequisite to the Managing Member author-
28 izing the Company to "enter into or effect any transaction or series of related transactions involv-
ing the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale
of stock or sale of assets) by the Company of any assets, other than sales of inventory in the course
of business consistent with past practice."

1 **2. *The MindMed Transaction***

2 38. Savant's fortunes began to change in 2019. As discussed more fully below, based
3 on the efforts of Ferdinand Belga, an outside consultant who was brought into Savant as Chief
4 Business Officer to attract investments, investors became interested in working with Savant. A
5 plan was subsequently developed with two of these investors, Leonard Latchman and Jamon
6 Rahn, to form a new Delaware corporation that would continue the 18-MC Program and subse-
7 quently would be listed on the Canadian stock exchange as Mind Medicine, Inc. (as defined above
8 "MindMed").

9 39. On or about July 23, 2019, Savant Addiction entered into the Foundational Agree-
10 ment and Contribution Agreement (the "MindMed Agreements") by which Savant Addiction and
11 Savant Inc. agreed to transfer all of their assets related to the 18-MC Program (the "18-MC As-
12 sets") to MindMed. In return for contributing the 18-MC Assets to MindMed, Savant Addiction
13 was to receive 55 million Class A shares of MindMed stock "free and clear of all encumbrances."
14 These 55 million shares would make Savant Addiction the largest shareholder of MindMed.

15 40. Mind Medicine initially began as a Delaware LLC on or about July 23, 2019, and
16 then become a public Canadian company through a reverse takeover of a Canadian company.

17 41. The final MindMed Transaction closed on or about February 27, 2020, and in
18 March, MindMed went public on the Canadian NEO exchange.

19 42. Hurst executed the MindMed Agreements on behalf of Savant Addiction and Sa-
20 vant Inc., and in so doing represented that he had full authority to act.

21 43. However, that representation was false. As noted, Savant Holdings is the managing
22 member of Savant Addiction, and Hurst, as Savant Holding's managing member and Raymond
23 Joseph Tesi and R. Lee Douglas as Board members, were required to abide by their obligations
24 under the Savant Holdings Operating Agreement. Pursuant to the terms of the Operating Agree-
25 ment, Hurst was required to obtain authorization from a majority-in-interest of Savant Holding's
26 members prior to authorizing the MindMed Transaction. Hurst did not.

27 44. Hurst's misrepresentation was not a technical mistake or oversight. By not putting
28 the terms of the transaction to a vote, Hurst was able to keep the structure of the transaction secret

1 from the other members. He proceeded to structure the transaction to grant himself the same type
2 of control over MindMed that he enjoyed with the Savant Entities. Hurst was the only signatory to
3 the agreement, and the witness to the agreement was Nico Forte, a long-time friend and associate
4 of Hurst who subsequently was appointed to the Savant Board.

5 **3. *Hurst Places the 55 Million MindMed Shares in Savant Addiction to***
6 ***Maintain Sole Control over MindMed***

7 45. Once MindMed became a public company, the MindMed shares became liquid.

8 46. In connection with the MindMed Agreements, investors Leonard Latchman and
9 Jamon Rahn received 35,000,000 MindMed shares upon the company's formation.

10 47. As with those investors, the Savant Addiction and Savant Holding members could
11 have—and, more importantly, should have—received their shares directly since the purpose of
12 those entities was effectively terminated at that point. There was nothing else for Savant Addiction
13 and Savant Holding to do; since Hurst had transferred the intellectual property to MindMed and
14 Savant Addiction had no other assets, they were now drug development corporate vehicles without
15 a drug. The operating agreements for both entities dictated that they were to be wound down once
16 the companies' businesses had ended.

17 48. Instead, Hurst had the 55,000,000 MindMed shares contributed to Savant Addic-
18 tion, which he claimed had the effect of putting them under his control. Because Savant Addiction
19 was MindMed's largest shareholder, the 55,000,000 voting shares was a large enough bloc to con-
20 trol the MindMed board and shareholder votes. Hurst thus enjoyed unilateral power to vote the
21 shares to further his own ends at MindMed; according to Hurst, the 55,000,000 MindMed voting
22 shares gave Hurst control of the MindMed Board of Directors and MindMed shareholder votes.

23 49. Savant Addiction members only held about 10% of Savant entities or 5 million
24 MindMed shares (of the 55,000,000 shares owned by Savant Addiction), so a majority-in-interest
25 of Savant Addiction was about 5%. Thus, 5% of the Savant members could control the other 95%,
26 at least in Hurst's view, although Savant Addiction was a subsidiary of Savant Holdings which
27 owned almost 80% of the MindMed shares (about 40,000,000).

28

1 50. Hurst furthered his control over Savant’s MindMed shares by converting the
2 MindMed common shares to multiple voting shares at a 100:1 ratio, a tactic that made it more dif-
3 ficult for the Savant members to get their shares. He then had Savant simultaneously enter into
4 lockup agreements with MindMed regarding Savant’s 550,000 Multiple Voting Shares with
5 tranches of shares to be released to Savant every six months.

6 51. Pursuant to the Amended and Restated Articles of MindMed, as amended at the
7 Annual and Special Shareholders Meeting held on May 27, 2021:

8 Each Multiple Voting Share may be convertible at the option of the holder
9 thereof, at any time after the date of issuance of such share at the office of
10 the Corporation or any transfer agent for such shares, into fully paid and
11 nonassessable Subordinate Voting Shares as is determined by multiplying
12 the number of Multiple Voting Shares by the Conversion Ratio applicable
to such share, determined as hereafter provided, in effect on the date the
Multiple Voting Share is surrendered for conversion. The initial “Conver-
sion Ratio” for shares of Multiple Voting Shares shall be 100 Subordinate
Voting Shares for each Multiple Voting Share

13 52. In other words, each Multiple Voting Share (“MVS”) equals 100 Subordinate Vot-
14 ing Shares (*i.e.*, Class A common shares).

15 53. According to Hurst in an August 31, 2021 email, MindMed investors (Latchman
16 and Rahn) insisted on this and there were tax advantages: “As explained multiple times to all
17 members, the MVSs structure was done to keep the shares received by Savant Addiction Medicine
18 LLC tax free to Savant members.” However, Latchman and Rahn claim it was done at Hurst’s in-
19 sistence, most likely for Hurst to further maintain his lock on the voting rights of the 55,000,000
20 shares. This conversion prevented Savant members from getting shares in a timely manner be-
21 cause they needed to reconvert MVS to common shares, a complicated process since Savant mem-
22 bers are United States citizens and MindMed is a Canadian company.

23 54. Rahn, a United States citizen, received his MindMed shares as common shares,
24 however, so he did not need to convert his MindMed common shares to MSV as did Savant.

25 55. Over the following two years, Hurst voted the 55,000,000 MindMed shares (or
26 550,000 multiple voting shares) on his sole whim, without consultation with the majority-in-inter-
27 est of Savant Holdings.

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1 56. Hurst violated the operating agreement in several ways while the other fiduciaries
2 whom Hurst appointed—Forte, Ng, Douglas, and Tesi—turned a “blind eye.” By sequestering the
3 MindMed shares in Savant Addiction, Hurst changed the nature of the business from a drug-devel-
4 opment company to a stock-management company, a new enterprise in which Hurst had no exper-
5 tise; the change of business required a majority-in-interest vote according to the operating agree-
6 ment. But Hurst had a self-interest in ignoring the operating agreements.

7 57. [REDACTED]

8 [REDACTED]
9 58. [REDACTED]
10 [REDACTED]
11 [REDACTED]

12 59. The 55,000,000 “founder” shares were locked up in an agreement with the banker
13 (Canaccord), and 10% were to be released in September 2020, 10% in March 2021, 10% in Sep-
14 tember 2021, and the remaining 70% in March 2022. Although Hurst should have had the shares
15 distributed as soon as they were available, he delayed releasing them to extend the time the shares
16 were under his control, thus costing savant members tens of millions of dollars as the MindMed
17 share price steadily dwindled under Hurst’s poor management, as his agenda was focused on
18 building Ceruvia.

19 60. Hurst had no experience or requisite skills to be a Chairman/CEO of a public com-
20 pany, yet Hurst insisted on solely controlling the MindMed voting shares. This is consistent with
21 Hurst’s prior experience at biotech companies, which ended in disaster because of his inexperience
22 and need to try to control companies through “bullying”:

23 a. Hurst was head of business development at Inhale Therapeutics (aka
24 Nektar) in the late 1990’s and 2000’s. Hurst did a deal with Pfizer, a large pharmaceutical
25 company, to market Nektar’s inhalable insulin. This was a major coup, since Pfizer was a
26 “marketing machine.” But the deal turned sour, Pfizer quickly opted out, and the drug
27 failed.
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b. Hurst next started a biotech company with his self-described “best friend.” The drug in development was for multi-drug resistance (MDR) which could prevent tumor cells from inactivating chemotherapy. Hurst’s bullying got the better of him again, and the company collapsed almost immediately when the “friends” got into a heated fight and Hurst lost his \$500,000 loan to the company.

c. Apart from the 18-MC program with Savant Addiction Medicine, Hurst was also involved in the development of benznidazole for a different Savant entity, Savant Neglected Disease LLC. Hurst’s bullying continued in a deal with Kalobios (aka Humanigen). Kalobios and Savant were to jointly co-develop benznidazole, but within three months Kalobios kicked Savant out of the development team, costing Savant several million dollars.

61. [REDACTED]

62. Yet as a result of Hurst’s lock-up agreement, Savant members could not monetize their shares, since the members were beneficial owners, either by selling them on a primary market (NEO Exchange or NASDAQ) once the shares were unlocked or secondary markets (banks or investment funds) for locked shares during the lock-up period. Hurst insisted on maintaining the Savant voting bloc was so he could vote the shares in his own self interest. Therefore, although Freeman nominally owned over 5% of MindMed through his shares in Savant Inc. (and through Savant Inc. in Savant Addiction), the requisite amount of shares needed for a board seat, Hurst disabled Freeman from exercising his voting rights.

63. In addition, Hurst as managing member of Savant has been selling MindMed shares to “conduct business,” yet the operating agreements specify that major decisions like selling assets need a majority-in-interest approval.

64. As designed by Hurst and Savant’s counsel, the operating agreement required the managing member’s approval for all majority-in-interest votes, including to replace the managing

1 member. This effectively cemented Hurst as managing member for life, if he did not choose to re-
2 sign. Hurst could not be removed as managing member even if he did not appropriately execute
3 the operating agreement or commit fraud. This setup assured Hurst's complete control of Savant,
4 and what follows are Hurst's attempts to maintain control in order to self-enrich himself, and not
5 equally split compensation with Freeman.

6 65. The Savant entities hold the following interests in 18-MC: Savant Holdings owns
7 approximately 80%, Savant Inc. owns 10% (52.94% of which is owned by Savant Holdings), and
8 Savant Addiction owns approximately 10% (88.45% of which owned by Savant Holdings). Thus,
9 Savant Addiction and Savant Inc. are controlled by Savant Holdings.

10 66. Savant Addiction licensed 18-MC from Albany Medical Center and owned all of
11 the intellectual property related to the 18-MC Program.

12 67. Savant Addiction's purpose was to hold intellectual property and other assets, not
13 to exercise control over day-to-day management.

14 68. Savant Inc. managed all of Savant Addiction's day-to-day operations related to the
15 development of the 18-MC Program.

16 69. Mr. Hurst's primary role at the Savant Entities was to raise money from investors
17 and attend to corporate decisions as CEO, while Freeman was responsible for research and devel-
18 opment.

19 70. Mr. Hurst was largely unsuccessful in his attempts to raise capital. Indeed, Free-
20 man was primarily responsible for obtaining the business's only significant investment, a \$6.7 mil-
21 lion grant from the National Institutes of Health in October 2012. The grant was for the years
22 2012 through 2014. In contrast, Hurst from 2009 to 2019 only raised approximately one million
23 dollars through a "friends and family" investment.

24 **B. Scheme 1: Hurst Cheats Belga Out of a Finder's Fee**

25 71. In October 2018, Hurst decided to outsource fundraising to a consultant. By Hurst's
26 own account to Belga, Hurst in nine years had been able to raise only about \$1 million from
27 friends and family, and according to Hurst, he was "burned out."

28 72. On behalf of the Savant Entities, Hurst retained Ferdinand Belga, who had worked

1 successfully in the pharmaceutical drug industry for over two decades.

2 73. To convince Belga to work on behalf of Savant, Hurst promised him up to 20% of
3 the equity in Savant Addiction upon raising between \$2 million to \$5 million. As set forth in
4 Belga's consulting agreement with Savant Inc., Hurst also promised him that, subject to board ap-
5 proval, "if you are successful in raising \$2 million or more prior to October 1, 2019, you will be
6 appointed Savant's Chief Executive Officer and I will assume the role of Executive Chairman. You
7 will become a salaried employee."

8 74. On January 8, 2019, Rahn contacted Belga through LinkedIn about investing
9 money in Savant, a contact that would not have been possible without Belga's involvement.

10 75. Once Belga had engaged with Rahn, however, Hurst promptly began to circumvent
11 Belga as part of his undisclosed plan to renege on the consulting agreement. In doing so, Hurst al-
12 most caused the financing with Rahn to collapse. On March 31, 2019, Rahn sent Freeman the fol-
13 lowing email, emblematic of how Hurst's bullying attempt to manipulate the structure of the trans-
14 action was creating problems:

15 After 1 month of discussions with Steve [Hurst], I am not the least bit
16 inspired to put money into the opportunity. In fact, he has done more to
17 convince me why I should not invest or partner with you v. why I should.
Very strange.

18 However, I do see a new vision for the company and I do see the po-
19 tential for a very large exit so that is why I'm still here writing this email.
To be 100% transparent, I would have walked away had you and I not had
that conversation last week. I feel we speak the same language.

20 I have a plan / vision for the company for an RTO, it entails us raising
21 \$1-3m initially in a reverse merger transaction and then \$15-20m based on
some positive news flow to take it through phase 2.

22 The art of raising money is not Steve's strength. Let me figure it out so
23 the company has the tools to survive and you get to an exit. Riding out grant
money ain't the way to get to liquidity.

24 There is a difference between exit/ sale and finding partial liquidity for
25 all parties. Sometimes people confuse the two. Steve is.

26 76. In April 2019, there was an initial term sheet and Belga was listed as the COO,
27 Hurst the CEO, and Freeman CMO. This reflected Belga's critical role in obtaining the financing
28 and it triggered the provisions in his consulting agreement.

1 77. Savant Addiction turned down this initial offer sheet, and Belga continued to work
2 on sourcing additional investors.

3 78. On May 26, 2019, Belga received an email from Hurst announcing that Hurst had
4 reached a deal with Rahn, and there was no need for him to participate in a planned trip to meet
5 with potential investors. This was a surprise to Belga since he was unaware that Hurst was in con-
6 tinued discussion with Rahn.

7 79. Subsequently, it became clear why Belga had not been involved in the discussions.
8 Hurst negotiated the terms of the transaction so that the funds would be reflected as having been
9 raised for *MindMed*, the new Delaware LLC to whom the 18-MC asset was to be sold, rather than
10 for Savant, therefore preventing Belga from getting credit under the consulting agreement.

11 80. In other words, Hurst structured the transaction in bad faith to avoid compensating
12 Belga what he was due under the consulting agreement.

13 81. Belga raised more than \$5 million in seven months, something Hurst could not do
14 in nine years. Yet it was not until several months after the *MindMed* transaction closed that Hurst
15 announced that Belga would not get the CEO position with Savant. To date Belga has never been
16 given his equity share in Savant. In so doing, Hurst demonstrated that he had intended to exploit
17 Belga's fundraising abilities but never intended to follow through on his commitment to grant
18 Belga equity or a salaried position in Savant.

19 82. In May 2019, Belga surpassed these funding goals by securing financing in excess
20 of \$5 million for what would ultimately become the creation of *MindMed*. Belga initiated the
21 transaction, but on May 26, 2019, Hurst stepped in to change the terms of the deal so that the
22 funds would not be reflected as having been raised for Savant but only—after the reverse takeo-
23 ver—as funds for *MindMed* for which Belga would not get credit:

24
25 Signed the financing deal today so I don't see the need for a trip to Chicago.
26 Got the deal up to \$3 million from \$2 million for the pre-RTO financing and
27 the valuation at the time of the RTO to \$12 million. Canaccord will lead the
post-RTO financing of at least \$20 million, market conditions permitting.
Canaccord is coming into the pre-RTO financing as well.

28 83. Belga accomplished in seven months, raising >\$5MM, what Hurst could not do in

1 nine years. Yet it was not until after the MindMed transaction closed that Hurst made clear Belga
2 would get neither equity in Savant Addiction nor a CEO position with Savant.

3 84. In so doing, Hurst demonstrated that he had intended to exploit Belga's fundraising
4 abilities but never intended to follow through on his commitment to give Belga equity or a salaried
5 position in Savant.

6 **C. Scheme 2: Hurst Breaches a Settlement Agreement to**
7 **Transfer Five Million MindMed Shares to Freeman**

8 85. Between 2010 and 2012, Freeman authorized the Trust to lend \$205,000 to the
9 partnership, which would later become Savant Holdings. The loan is reflected as a long-term lia-
10 bility on Savant Holdings's balance sheet at least as late as December 31, 2018. Neither Hurst nor
11 Savant Holdings has ever denied that Savant Holdings is obligated to repay the loan.

12 86. From April through August 2014, Freeman, through the Trust, lent Savant a total of
13 \$600,000, with \$450,000 loaned to Savant Addiction and \$150,000 loaned to Savant's former af-
14 filiate, Savant Neglected Disease ("SND").

15 87. In connection therewith, Savant issued multiple promissory notes (the "Notes") and
16 warrants to purchase units (the "Warrants") to the Trust. The purpose of the Notes and Warrants
17 was a short-term loan to cover the Savant Entities' operating expenses until Savant received an ap-
18 proximate \$600,000 grant from the National Institutes of Health ("NIH").

19 88. As the exact timing of the NIH payment to Savant was uncertain (it could have
20 happened between September 2014 and January 2015), the coverage amounts of the Warrants in-
21 creased to up to 300% of the amount of the Notes depending on when Savant paid the Notes. For
22 example, a July 1, 2014 Warrant states:

23 **Warrant Coverage Amount.** The "Warrant Coverage Amount" means that
24 amount which equals 100% of the principal amount of the Note; provided,
25 that in the event the Note has not yet been prepaid in whole prior to Sep-
26 tember 30, 2014, the "Warrant Coverage Amount" means that amount
27 which equals 200% of the principal amount of the Note; provided further,
28 that in the event the Note has not yet been prepaid in whole prior to January
1, 2015, the "Warrant Coverage Amount" means that amount which equals
300% of the principal amount of the Note.

1 89. On or about December 2014, the Savant Entities received \$600,000 from the NIH.
2 Despite this cash infusion, Hurst claimed that it was still unable to pay Freeman the balance of the
3 Notes because of Hurst's overspending. Combined with Freeman's 2010-2012 loans of \$205,000,
4 the principal balance owed to Freeman was \$805,000.

5 90. In June 2016, Savant received approximately \$3.5MM from the sale of the Savant
6 Neglected Disease drug, benznidazole. Hurst used part of the money to pay off every debt and
7 loan of Savant, including a loan Hurst gave Savant, except for Freeman's loans. After 2016, Sa-
8 vant had no money or anything of monetary value until 2019 when it received the MindMed
9 shares.

10 91. Around June 2019, at the time of the MindMed transaction, Savant and Freeman
11 entered an accord and satisfaction of the outstanding debt that Savant owed to Freeman (including
12 the Savant Addiction Notes and Warrants² and \$205,000 loaned to Savant Holdings, plus accrued
13 interest) whereby Savant agreed to transfer MindMed shares to Freeman.

14 92. Initially, the parties agreed to 4,500,000 MindMed shares to resolve the Savant Ad-
15 diction Note for \$450,000, but later amended that agreement to 5,000,000 shares, to also reflect
16 the resolution of the warrants and the \$205,000 founder loan plus accrued interest.

17 93. This agreement is memorialized and acknowledged by Savant in multiple emails
18 between Hurst and Freeman and other written communications.

19 94. Hurst represented that the MindMed Shares were valued at \$0.10 a share.³

20 95. The 5,000,000 MindMed Shares to be transferred to Freeman were therefore worth
21 approximately \$500,000, and thus were a significant discount on Savant's debt to Freeman
22 (\$450,000 + \$205,000 + warrants + interest). In addition to the discount, Freeman also took on the
23 risk of a loss in value of the MindMed Shares because MindMed was a start-up biotech company
24 at high risk of failure. But Freeman accepted the discount and risk of loss because he believed the
25 MindMed Shares would appreciate and be worth more in the future.

26 _____
27 ² Dr. Freeman purchased SND in May 2019 and his \$150,000 loan to SND is no longer owed by Savant.

28 ³ It now appears that Hurst misled Freeman by representing that the share value was in U.S. dollars, while in fact it was in lower-value Canadian dollars. At the time, CAD \$0.10 would have been worth about USD \$0.058, for a total of more than 8.62 million shares.

1 96. For example, Freeman stated as much in an October 3, 2019 email to Hurst, noting
2 that this was a “final transaction”:

3 The purpose of this email is to highlight the events that lead to our decision
4 yesterday to convert my outstanding loans in Savant Addiction Medicine
(SAM) to MMED stock

5 1. Approximately 3 weeks ago we tentatively agreed to convert a \$450,000
6 loan to 4,500,000 shares of MMED^[4]

7 2. We needed the last 3 weeks to research the corporate and tax implications
8 of this transaction

9 3. We decided yesterday based on our research to finalize this transaction
10 although it may take several days to weeks to finalize the legal paperwork

11 4. MMED is valued today at \$0.10 per share and has been valued at this
12 price for at least the last month since MMED was formed

13 5. SAM received MMED stock by selling its rights to MMED for a drug
14 called 18-MC

15 6. The value was determined by third party investors who also either re-
16 ceived or purchased MMED shares at \$0.10 per share

17 7. The shares of MMED will be “locked up” for 6-24 months depending on
18 US and Canadian regulations since these are founders share

19 8. Notwithstanding, this is a final transaction. In other words, if for instance
20 when the 4,500,000 MMED shares are released to me in 6-24 months, the
21 time I can sell these shares, the value of MMED has become \$0.00 per share,
22 I am **NOT** entitled to anymore shares or any money to compensated for lost
23 value.

24 97. Hurst did not deny the existence of this accord and satisfaction or its essential
25 terms.

26 98. Indeed, in an e-mail dated June 29, 2020, Hurst acknowledged the settlement but
27 explained that he was delaying transfer of the MindMed shares because of the lock-up agreement:

28 Note that the Cap Table does not include ***the additional shares to be issued to you in consideration of your loan and warrant settlement from last June.*** I spoke with Dorsey about this a few weeks ago and they know we still have to document this. Since there are no planned distributions in the near future I’ve not pressed the issue with Dorsey or you. In my mind, it’s more important to hold the voting block for the next year at least.

(Emphasis added.)

⁴ This e-mail predates the amendment to 5 million MindMed shares.

1 99. Subsequent e-mails confirm that Hurst, on behalf of Savant Addiction and Savant
 2 Holdings, accepted the terms of the settlement, with the only dispute being over an ancillary is-
 3 sue—whether the shares could be distributed before the expiration of the lock-out period so that
 4 Freeman could exercise the shares’ voting rights, even though he could not sell the shares. On
 5 September 8, 2020, Hurst responded to Freeman’s concerns about the *timing* of distribution, but
 6 did not dispute the *obligation* to distribute the 5 million MindMed shares:

7 I spoke with Rich Raymer today who wrote the terms of the multiple voting
 8 shares. I’ve asked him to prepare a memo to support making the distribution
 of multiple voting shares with proper legends to Savant members.

9 As I mentioned before, I believe that it would be a strategic mistake to break
 10 up the voting block with respect to locked up shares and will be working
 with counsel to address this issue.

11 We need to document ***the 5 million MMED shares you’ll receive for the***
 12 ***settlement of the warrants and loans back in June*** as this will impact the
 13 pro rata distribution to all the other MMED members. I will not be taking
 14 any shares beyond my pro rata distribution along with the other members
 and will not be looking for any other comp from Savant other than an hourly
 fee as managing member and the repayment of my loan to Savant. At the
 end of 2019 that loan stood at about \$78,000 and I’ve continued to loan
 Savant money every month this year.

15 (Emphasis added.)

16 100. On September 9, 2020, Hurst confirmed that the amount owed to Freeman under
 17 the settlement was equivalent to 50,000 multiple voting shares (100:1, or 5,000,000 common
 18 shares), but he expressed concerns that this would make Freeman MindMed’s largest shareholder:

19 I’m not going to fight anyone on the basic idea of distributing the shares
 20 now that the lock up has started to lift. . . . The distribution will be of mul-
 21 tiple voting shares not common shares which cannot be traded as far as I
 know. They need to be converted to common and MMED has to instruct the
 22 transfer agent in order for that to happen. So the plan for distribution I have
 in mind goes like this (unless the lawyers tell me otherwise):

- 23 • Savant HWP, Inc. – 55,000 multiple voting shares in satisfaction of its
- 24 10% profits interest in Savant Addiction Medicine, LLC (SAM).
- 25 • ***Scott Freeman (or your trust) – 50,000 multiple voting shares in sat-***
- 26 ***isfaction of warrants and loans settle in June 2019***
- 27 • Savant Addiction Medicine LLC – 45,000 multiple voting shares re-
- 28 tained for sale to generate operating capital with any balance distributed
 to members in March 2022 when the final lock up is lifted
- SAM members – 400,000 multiple voting shares distributed pro rata

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For a total of 550,000 multiple voting shares which convert to 55,000,000 common shares.

Your pro rata share of the SAM distribution will be approximately 155,556 multiple voting shares, plus the 50,000 additional settlement shares *make you MMED's largest single shareholder.*

So as I understand the situation, even though the Savant block is not a majority, as votes go in Canada I've been told that a 20% block generally controls the outcome of a shareholder vote, *which means that Savant likely now controls the board membership and any other issue that might require a shareholder vote in the future.* And on most issues I think JR would vote with Savant, giving us a lock. Once the shares are distributed, unless there is a voting rights agreement we likely give up that control.

(Emphasis added.) Again, Hurst linked the loan settlement with his continuing to vote the MindMed shares: "50,000 additional settlement shares" and the prospect of loss of Hurst's control "unless there is a voting rights agreement."

101. Subsequently, everything changed. As Freeman had correctly foreseen, the price of MindMed's shares skyrocketed, which meant that Savant (and by proxy Hurst himself) would financially benefit if it repaid Freeman the money instead of transferring the 5,000,000 shares to him. Moreover, Hurst had grown accustomed to controlling MindMed through Savant Addiction. If Freeman received the 5,000,000 shares, he would become MindMed's "largest single shareholder," which would effectively deprive Hurst of his control over MindMed. And as MindMed's largest shareholder, Freeman—instead of Hurst—could become (or appoint) a board member of MindMed.

102. On September 18, 2020, Hurst informed Freeman that the paperwork for the loan would be sent in a few days:

I have the draft of the settlement agreement for your notes and warrants and should have that to you in the next few days.

103. In October 2020, Hurst and Freeman contractually agreed to distribute all the shares; both the unlocked shares and the locked shares, which would effectively dissolve the voting bloc, Hurst's sole control over voting the MindMed shares. Canaccord (the bank acting as MindMed's agent) agreed to modify the lock-out agreement so that shares could be distributed in the names of the individual members rather than in Savant Addiction's name, thus ending Hurst's

1 voting MindMed shares. And Freeman agreed to pay Peter Volk, MindMed’s counsel, \$20,000 to
2 cover the legal costs of facilitating the distributions and drafting the necessary documents.

3 104. As late as October 10, 2020, Hurst provided a progress report regarding “the initial
4 transfer of the 10% off lockup.”

5 105. Although Hurst at various points alluded to the need for further “documentation,”
6 including advice from a tax accountant, he did not dispute the meeting of the minds on the essen-
7 tial terms, including consideration for Freeman’s covenant not to sue on the loans.

8 106. Hurst reneged on the accord and satisfaction only after Freeman tried to prevent
9 Hurst from voting Savant’s bloc of MindMed shares. Hurst understood that if Freeman voted his
10 own shares as MindMed’s “largest single shareholder,” Hurst would no longer be able to control
11 MindMed from his minority position.

12 107. On October 14, 2020, Hurst for the first time signaled that he was going to try to
13 back out of the accord and satisfaction. Responding to Freeman’s inquiry about “the final paper-
14 work on the 5,000,000 shares for the loan,” Hurst wrote:

15 Will require further discussion and you will need tax advice. Share value
16 now far exceeds loan and warrant value we agreed to last June when the
share price was 10 cents.

17 108. When pressed by Freeman for clarification on when the shares would be trans-
18 ferred, Hurst resorted to obfuscation and delay, while continuing to mislead Freeman that he
19 would distribute the shares once the lockup ended.

20 109. On July 16, 2021, after at least 110,000 MindMed Multiple Voting Shares (equiva-
21 lent to 11,000,000 common shares) had been released from lockup—more than twice the number
22 of shares owed to Freeman—Freeman’s counsel sent a demand to Hurst for distribution of the
23 shares pursuant to the terms of the settlement. Despite the extensive paper trail documenting the
24 accord and satisfaction, Hurst refused to honor the agreement he had reached with Freeman. At the
25 time, MindMed stock was trading at about \$4 per share.

26 110. Savant Addiction’s counsel, Ng, responded on Hurst’s behalf by denying for the
27 first time the existence of the accord and satisfaction on the purported ground that the agreement
28 had never been formally documented. Ng’s letter was made to provide cover for Hurst, who had

1 purposefully breached the settlement agreement to disadvantage Freeman, his longtime and loyal
2 partner.

3 111. Ng purported to tender the face value of Freeman's loans, although even if Freeman
4 had not been entitled to enforce the accord and satisfaction, these tenders were incomplete: ini-
5 tially the tender covered just \$375,000 because Hurst apparently believed Freeman didn't have
6 documentation of the second \$75,000 note, but eventually Hurst relented to the total of \$450,000
7 from the 2014 loans, knowing the transactions were well documented; but apart from the accord
8 and satisfaction, Hurst and Ng have never tendered repayment of the \$205,000 founder's loan.

9 112. But Hurst did not stop there. Aware of the weakness of his legal position, Hurst at-
10 tempted to distance himself from the dispute with Freeman. Hurst had Savant Addiction retain a
11 friendly trustee, Russell Burbank, to wind down the entity and while doing so to decide any claims
12 in Hurst's favor.

13 113. In a February 19, 2022 email that Hurst surreptitiously sent to a chosen group of
14 Savant members, he acknowledged that Burbank had been appointed to address the so-called
15 "Scott issue." Contrary to Hurst's public announcement of Mr. Burbank's independence, Hurst ex-
16 plained that Burbank was picked to decide Freeman's claim to the 5,000,000 MindMed shares and
17 that his decision on this issue was already baked in:

18 The only liabilities owed by SAM are notes payable to Scott, for which
19 payment has been tendered but he has refused to accept, maintaining a claim
20 against SAM (and all its members) for an additional 5 million MindMed
21 shares. This claim will now be resolved by the trustee as I am no longer the
22 decision maker for SAM. Since Scott appears to be confusing the business
of Savant with some personal gripe he has with me, ***I believe the best result
will be reached for all members by having the trustee resolve any out-
standing issues with Scott.***

23 (Emphasis added.)

24 114. When Freeman learned why Burbank had been retained, he brought Burbank's lack
25 of independence to the attention of Savant Addiction's outside counsel, Ng and Olson. In corre-
26 spondence, they did not deny that Hurst had sent the aforementioned email and that Burbank had
27 been retained to decide Freeman's claim against him. Rather, they shrugged off Burbank's com-
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1 promised nature by claiming that Freeman was merely “slinging mud.” In so doing, they reaf-
2 firmed that they would serve Hurst’s interests and that Savant Addiction would not honor the
3 agreement Hurst reached with Freeman.

4 115. Predictably, Burbank has acted loyally to Hurst since his appointment, including by
5 denying the existence of Freeman’s claim.

6 116. Burbank’s lack of independence is evident in other ways as well. Freeman has re-
7 peatedly asked to review the books and records of Savant Addiction to be able to audit them and
8 ensure a proper accounting. Hurst previously had agreed to provide access to the books and rec-
9 ords but for over a year has delayed the request because an audit supposedly needed to be done
10 first. The audit is apparently complete, but the books are still being sequestered.

11 117. Hurst has refused to turn over the books and records on the purported basis that
12 Burbank’s appointment will constitute an independent audit. In other words, Hurst is using Bur-
13 bank as a tool to withhold evidence relating to his self-dealing.

14 118. In just one example of what access to the books and records could uncover, Free-
15 man has learned that in May 2020, Hurst called Belga to apologize for the way things ended and
16 for the fact that he did not receive anything for his fundraising efforts. Hurst told Belga he was go-
17 ing to give Belga some of Hurst’s stock in Savant Inc. In the agreement forwarded to Belga in
18 May 2020 for signature but dated on October 28, 2019 by Savant counsel Alex Houle, the stock
19 options were backdated to February 26, 2019 and were granted by Savant Inc., itself, rather than as
20 a gift from Hurst’s own stock. The options are equivalent to about 40,000 shares of MindMed.

21 119. Hurst and Houle were aware that the date on the options was incorrect, that back-
22 dating stock options is not permissible, and that issuing new stock options from Savant Inc. rather
23 than gifting Hurst’s shares had the effect of diluting the stock of the other Savant Inc. sharehold-
24 ers. Hurst and Houle were also aware that Hurst did not present the agreement to the shareholders
25 for approval, as Hurst and Savant counsel would later claim was necessary in their scheme to re-
26 nege on Freeman’s accord and satisfaction.

27 120. Further, Freeman has written to Savant’s counsel and Burbank about the
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1 Hurst/Turnbull/Ceruvia relationship discussed below and the potential self-dealing. An independ-
2 ent trustee would plainly understand the need to investigate these serious allegations. But rather
3 than conduct any type investigating, however, Burbank has taken Hurst's direction and ordered
4 Freeman to cease and desist. All requests to have direct discussions with Burbank have been de-
5 nied and referred to Savant counsel Olson.

6 121. Further, although most of the MindMed shares in Savant Holdings were finally dis-
7 tributed in June 2022, after Hurst had held the shares through two MindMed annual shareholder
8 meetings, none of the 5,500,000 shares in Savant Inc. have been released.

9 122. Savant Inc. is a Delaware corporation which under Delaware law requires an an-
10 nual shareholders meeting and shareholder vote for the board of directors. Hurst has disregarded
11 the corporate form, however, and failed to hold the required annual meeting and shareholder vote.
12 Upon information and belief, Savant Inc.'s board is appointed by Hurst, and MindMed shares be-
13 longing to Savant Inc. have been sold to conduct business. Savant members have been in the dark
14 for years and those who have requested information have either been stonewalled or referred to
15 Savant counsel Ng, who has refused requests to enforce corporate governance. While Hurst has
16 been withholding the shares, Savant Inc. shareholders have collectively lost about \$20 million dol-
17 lars.

18 123. In addition, since Burbank has become trustee of Savant Holdings, Savant has lost
19 its board seat on the MindMed board of directors due to Hurst's midterm resignation in January
20 2022. The stock price has continued to plummet and questions about Hurst's resignation remain
21 unanswered.

22 124. Furthermore Hurst, Burbank, and Savant counsel Ng and Olson prevented Savant
23 members—the majority-in-interest of which could have replaced Hurst because of their control-
24 ling stake in MindMed—from voting their shares at the MindMed annual meeting in June 2022.
25 Over the past six months, since Burbank's appointment, Savant members have collectively lost
26 \$40 million, in addition to losing over \$100 million under Hurst's stewardship.

27 125. The withholding of voting rights has continued. While the Savant majority-in-inter-
28 est still have the requisite 5% to get another board seat, Hurst and those acting under his direction

1 (Ng, Olsen, Burbank, and Forte) have continued to withhold 11,000,000 shares of members' vot-
2 ing rights, thus still preventing them from actively engaging the MindMed board of directors as
3 the stock price continues to drop.

4 126. Because Hurst, Burbank, and Savant Addiction's counsel have not adequately re-
5 sponded to Freeman's claims and instead have acquiesced in Hurst's scheme, Freeman has had to
6 retain counsel to file this complaint.

7 **D. Scheme 3: Hurst Refuses to Dissolve the Savant Entities**

8 127. What makes Hurst's attempt to conceal his misconduct using Burbank so pernicious
9 is that prior to Burbank's appointment, Hurst repeatedly refused to wind down the Savant
10 Entities. Not only was this how Hurst was able to maintain control over both Savant and
11 MindMed, but it separately injured Savant's members because it prevented them from exercising
12 the rights to vote their shares, and since Freeman had a beneficial ownership in MindMed of over
13 5%, he could have become a board member. Further, it prevented members from selling their
14 MindMed shares either on the primary market (NASDAQ) or secondary market (investment
15 funds).

16 128. Under the Savant Holdings Operating Agreement, Hurst cannot be removed as
17 managing member without Hurst's own assent. Similarly, the Savant Addiction Operating Agree-
18 ment provides no mechanism for removing Savant Holdings as managing member without Savant
19 Holdings' (and therefore, Hurst's) assent.

20 129. The only way for the members to rein in Hurst and assert their right to control their
21 investment would have been to dissolve Savant Holdings and Savant Addiction. Dissolution
22 would have resulted in the distribution of the MindMed shares to the Savant equity-holders,
23 thereby allowing them to directly oversee their investment in MindMed, rather than rely on Hurst
24 to comply with the Operating Agreement (which he has not done), and to act in their best interests.

25 130. The Savant Holdings and Savant Addiction Operating Agreements provide for dis-
26 solution under the very circumstances at issue here.

27 131. Sections 11.01 of both the HWP LLC Operating Agreement and the Savant Addic-
28 tion Operating Agreement are identical and provide that each company

1 shall be dissolved and its affairs wound up only upon the occurrence of any
2 of the following events: (a) The determination of a majority in interest of
3 the Members to dissolve the Company; (b) The sale, exchange, involuntary
4 conversion, or other disposition or Transfer of all or substantially all the
5 assets of the Company; or (c) The entry of a decree of judicial dissolution
6 under § 18-802 of the Delaware [Limited Liability Company] Act.

7 132. Section 18-802 of the Delaware LLC Act provides that a member may seek disso-
8 lution of a limited liability company “whenever it is not reasonably practicable to carry on the
9 business in conformity with a limited liability company agreement.”

10 133. Savant Holdings’ purpose is to “engage in (i) the holding of equities in operating
11 subsidiaries (the ‘Business’) and (ii) any and all activities necessary or incidental thereto.” Savant
12 Addiction exchanged the 18-MC Assets for 55 million MindMed shares and is now simply a pas-
13 sive investment vehicle under Mr. Hurst’s control. Savant Inc. no longer performs any function, as
14 the work on the 18-MC Project that it previously managed is now performed by MindMed. Fol-
15 lowing the sale of Savant Addiction’s 18-MC Assets, the “subsidiaries” no longer operated or en-
16 gaged in any “Business.”

17 134. Since Hurst would not dissolve the Savant Entities upon the closing of the
18 MindMed transaction, the members took it on themselves to do so. In October 2020, a majority of
19 the membership interests in Savant Holdings signed a written resolution mandating the dissolution
20 of the entity. Hurst insisted, however, that the exercise of the dissolution right was invalid. In
21 breach of the operating agreements, Hurst refused to dissolve the companies.

22 135. Further, in October 2020, Freeman and Hurst reached an agreement to transfer all
23 MindMed shares to Savant members, both locked and unlocked, as long as Freeman paid \$20,000
24 in attorney fees to facilitate the transaction, which Freeman promptly did.

25 136. Freeman’s attorney wrote to Savant’s counsel Ng about the validity of the dissolu-
26 tion agreement. In an October 6, 2020 email response, Ng stated he had not reached a determina-
27 tion about the validity of the dissolution agreement. Nevertheless, he represented that this issue
28 was immaterial since all shares would be promptly distributed to the members in accordance with
the Hurst/Freeman transfer agreement:

We have not reached a conclusion as to the notice. However, we are none-
theless proceeding to facilitate the distribution of the MindMed shares to

1 the LLC members since, as Steve mentioned on the call, even he is inter-
2 ested in getting things resolved and ultimately wrapped up due to the heavy
3 administrative burden. As things stand right now, we plan to follow Peter's
4 lead as described in his email on Sunday and hopefully we can all get the
5 distribution moving in the timeline and manner he discussed.

6 137. Of course, this was another delay tactic. Instead of releasing the MindMed shares to
7 Savant's members as agreed, Hurst retained control over the MindMed shares and the power to
8 vote them for as long as he could. And after it became apparent that he would need to relinquish
9 control because of the pressure that Freeman and other members were exerting to force a distribu-
10 tion, he appointed Burbank to conceal his longstanding misconduct.

11 138. As described above, this maneuvering has cost Savant members a board seat with
12 the member of their choosing and over \$100 million in the loss of their investment with Savant.

13 **E. Scheme 4: Hurst Diverts BOL-148 to Ceruvia**

14 139. As with the other schemes, the BOL-148 gambit described below was based on
15 Hurst's control over Savant and his ability to withhold information from and bully Savant mem-
16 bers. Hurst used this power to divert the opportunity to develop BOL-148 to another company for
17 his personal gain.

18 140. BOL-148 has immense therapeutic value because it is a derivative (congener) of
19 LSD that does not cause hallucination. Dr. R. Andrew Sewell conducted a study of patients with
20 cluster headaches and found that LSD and psilocybin are better than standard drugs at treating
21 cluster headaches. Sewell also studied BOL-148 and found it was effective in cluster headaches
22 and filed a patent. In other words, cluster headaches could be treated by an LSD congener that did
23 have a hallucinogenic side effect.

24 141. Savant began a program to develop BOL-148, which included a draft licensing
25 agreement for the Sewell patent, small amounts of BOL-148, and a clinical development plan. Ad-
26 ditionally, Savant had a meeting with Teva Pharmaceutical to discuss partnering the BOL-148 pro-
27 gram with them.

28 142. While Savant's plans were hampered by lack of funds, the Savant members always
understood that BOL-148 was among its assets.

1 143. In 2015 or 2016, Freeman asked Hurst about the status of BOL-148 and the licens-
2 ing of the Sewell patent. In response, Hurst revealed that Savant had not paid the drug's \$50,000
3 license fee and the license now belonged to defendant Turnbull, a Savant Addiction Medicine
4 member, and his company, Ceruvia Lifesciences.

5 144. Freeman was initially taken aback by this news. The only way that Turnbull would
6 have known about the existence of the Sewell patent license would have been if he had learned it
7 from Hurst. To the extent Hurst was going to discuss the patent with Turnbull, a member of Savant
8 Addiction Medicine, it should have been subject to a non-disclosure agreement that would have
9 prevented Turnbull from cutting Savant out.

10 145. Additionally, even if Savant did not have \$50,000 in cash on hand, Hurst should
11 have come to Freeman and the other Savant members to ask for the \$50,000 before making the de-
12 cision to gift the patent to Turnbull for zero compensation. Freeman had already loaned Savant en-
13 tities \$800,000 and under the circumstances would have loaned an additional \$50,000 to protect
14 something so valuable as the intellectual property to BOL-148. The operating agreements mandate
15 that the managing member come to members before making material decisions or selling assets.

16 146. However, Hurst assured Freeman that it was still a Savant project and the company
17 would be working alongside Turnbull once there was any progress with the drug's development.
18 At the time, Freeman trusted Hurst and thus he reasonably believed Hurst's representation that
19 BOL-148 was still a Savant project. He would later learn that Hurst was deceiving him.

20 147. On information and belief, Hurst actively worked for Turnbull/Ceruvia while Hurst
21 was Chairman/CEO of MindMed and CEO of Savant, sometime between 2016 to at least the fall
22 of 2019. This included assisting Ceruvia, a competitor, in filing FDA documents. Hurst continued
23 to represent that he was working with Turnbull entities under the guise that this was a collabora-
24 tive effort between Savant and Ceruvia, and the fruits of his labor would become Savant or
25 MindMed property. This again was a lie.

26 148. [REDACTED]
27 [REDACTED]
28 [REDACTED]

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149. [REDACTED]

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151. In or around November 2019, Freeman became aware that Turnbull/Ceruvia was publicly representing that it was engaged in clinical trials on BOL-148 for the treatment of migraines, cluster headaches, opioid use disorder, and alcohol use disorder. [REDACTED]

152. [REDACTED]

153. [REDACTED]

F. Scheme 5: The Criminal Enterprise

154. [REDACTED]

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156. [REDACTED]

[REDACTED]

a. Hurst transferred Savant’s BOL-148 program to Turnbull under the guise that it was a joint development.

b. Hurst used Belga to raise money but rather than diluting his “iron-fist” control over Savant by making Belga CEO and giving him a 20% stake under the terms of the contract, he dismissed Belga.

c. [REDACTED]

d. Hurst ignored the Savant operating agreement and tied up the MindMed shares in Savant Addiction Medicine so that as managing member he could appoint himself Chairman/CEO of MindMed and vote the Savant “voting block” which controlled the MindMed Board of Directors.

e. Hurst converted the MindMed common shares to Multiple Voting Shares, at 100:1 ratio, to further prevent MindMed shareholders from gaining access to their shares.

f. Hurst agreed to settle Savant’s past-due debts on the Freeman loan with 5,000,000 MindMed shares as a carrot to string Freeman along and to prevent him from objecting to Hurst’s misconduct, but then reneged when Freeman would not agree to simply let Hurst vote Freeman’s shares indefinitely.

g. [REDACTED]

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h. [REDACTED]

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[REDACTED]

[REDACTED]

162. [REDACTED]

[REDACTED]

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[REDACTED]

163. [REDACTED]

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[REDACTED]

167. [REDACTED]

168. [REDACTED]

169. Hurst acknowledged this power in his September 9, 2020 email to Freeman, which shows why Hurst would not release the MindMed shares to Savant members and tried to hold Freeman's 5,000,000 share loan payoff hostage:

So as I understand the situation, even though the Savant block is not a majority, as votes go in Canada I've been told that a 20% block generally controls the outcome of a shareholder vote, which means that Savant likely now controls the board membership and any other issue that might require a shareholder vote in the future. And on most issues I think JR would vote with Savant, giving us a lock. *Once the shares are distributed, unless there is a voting rights agreement we likely give up that control.*

(Emphasis added.)

170. [REDACTED]

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[REDACTED]

171. The value of the intellectual property following FDA approval is far from hypothetical. Rob Barrow, the CEO of MindMed, gave an interview to Forbes magazine in June 2021, while Hurst and Dellelce were directors at MindMed. In the interview, [REDACTED]

172. He is quoted as saying; “The question is open: do you need the trip or not? There are a lot of assumptions and we still need more data to objectively determine if we do or don’t,” he says. “We have an inherent need to understand it, if we could turn LSD or psilocybin into a drug that doesn’t make you trip for eight hours, we have a blockbuster in the making with tolerable side effects,” he said.

173. [REDACTED]

174. [REDACTED]

**FIRST CLAIM FOR RELIEF
DECLARATORY JUDGMENT (ALL DEFENDANTS)**

175. Plaintiff incorporates the foregoing allegations in this claim.

176. An actual legal controversy exists between plaintiff and defendants, including as to

- a. whether plaintiff is owed membership interests in MindMed pursuant to an accord and satisfaction, loan agreement, or other contract;
- b. whether defendants have committed racketeering acts under the laws of the United States, the State of California, or any other state;

1 c. whether defendants are alter egos of one another; in particular whether
2 Hurst is the alter ego of Savant Addiction, and whether Turnbull and Hurst are the alter
3 egos of Ceruvia.

4 177. Plaintiff and defendants have adverse legal positions with respect to their existing
5 legal controversy, and plaintiff has a legally protectable interest as to whether it is entitled to relief
6 under the contract or as a member of Savant Holdings and Savant Inc.

7 178. The existing legal controversy between plaintiff and defendants is ripe for judicial
8 determination.

9 179. As a result of the parties' dispute, plaintiff seeks a declaratory judgment from this
10 Court declaring that plaintiff is entitled to enforce his right to membership interests in MindMed
11 and Savant Addiction and to obtain damages.

12 **SECOND CLAIM FOR RELIEF**
13 **BREACH OF CONTRACT (FREEMAN V. HURST, SAVANT ADDICTION)**

14 180. Plaintiff incorporates the foregoing allegations in this claim.

15 181. Freeman and Savant Addiction, as the alter ego of Hurst, entered into a valid and
16 existing contract with respect to a settlement of loans, constituting an accord and satisfaction of
17 the original loans of HPW Inc. and Savant Holdings, if paid.

18 182. Freeman performed under the contract by (1) covenanting not to bring a claim
19 against Savant under the original loans, (2) paying for and facilitating the reconversion of the mul-
20 tiple voting shares into common shares and their distribution to Freeman in his name, and (3) re-
21 fraining from enforcing the executory accord until Hurst and Savant Addiction defaulted on their
22 obligations under the accord.

23 183. Alternatively, Belga was excused from performance because Hurst anticipatorily
24 breached the agreement in July 2021, when through Savant's counsel Hurst indicated that he con-
25 sidered the agreement invalid.

26 184. Savant Addiction, as the alter ego of Hurst, breached the agreement in failing to
27 provide the promised shares of MindMed.

28

1 185. As a direct and proximate result of defendants' breach, plaintiff has suffered gen-
2 eral and special damages in excess of \$15,000.

3 186. Plaintiff is also entitled to specific performance of the agreement. If the shares
4 have been alienated, plaintiff is entitled to trace the proceeds and impose a constructive trust on
5 Hurst and any other transferee of the 55 million MindMed shares distributed by Hurst or Savant
6 Addiction.

7 187. Plaintiff has also been forced to retain counsel to pursue this action and has in-
8 curred attorney's fees as a result of defendants' breach.

9 **THIRD CLAIM FOR RELIEF**
10 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**
11 **(FREEMAN V. HURST, SAVANT ADDICTION)**

12 188. Plaintiff incorporates the foregoing allegations in this claim.

13 189. The law implies into each contract or agreement a covenant of good faith and fair
14 dealing.

15 190. The accord and satisfaction in settlement of Freeman's loans includes an implied, if
16 not express, covenant of good faith and fair dealing.

17 191. The acts and omissions of defendant Savant Addiction, as alter ego of Hurst, as de-
18 scribed above—including but not limited to (1) converting the 55 million Class A common shares
19 (including the 5 million owed to Freeman) to multiple voting shares, (2) failing to obtain any au-
20 thorizations necessary to effectuate the agreement and distribution of shares, and failing to put the
21 loan modification to a vote of the members, (3) after Hurst's own unexcused delays for over a
22 year, attempting to renegotiate the number of shares based on the increased share price, and (4) re-
23 taliating against Freeman for seeking to exercise his voting rights in the shares due to be distrib-
24 uted to him—have deprived plaintiff of the benefits that plaintiff bargained for.

25 192. In addition, there is a special relationship of trust or a fiduciary relationship be-
26 tween Freeman and Hurst. Freeman and Hurst have been partners for more than a decade, and
27 Freeman has always trusted Hurst to act in Freeman's best interest because of their common (and
28 at times nearly identical) equity in the Savant entities. Freeman could not have anticipated that

1 Hurst's interest in Ceruvia would cause Hurst to act in Ceruvia's best interests rather than Free-
2 man's.

3 193. The breach of this special relationship of trust is tortious bad faith.

4 194. As a sole, direct and proximate result of the foregoing, plaintiff has been damaged
5 in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

6 195. Plaintiff has also been forced to retain counsel to pursue this action and has in-
7 curred attorney's fees as a result of defendants' breach.

8 **FOURTH ALTERNATIVE CLAIM FOR RELIEF**
9 **UNJUST ENRICHMENT**
10 **(FREEMAN V. HURST, SAVANT ADDICTION)**

11 196. Plaintiff incorporates the foregoing allegations in this claim.

12 197. Plaintiff has not been paid for the amount it has enriched defendants, including (1)
13 the loans and other contributions by plaintiff that enabled Savant Addiction to develop MC-18 for
14 sale to MindMed; and (2) plaintiff's forbearance in not bringing an action to enforce the loan
15 agreements or, during the pendency of the lock-out period, the accord and satisfaction.

16 198. In the event that Freeman is found not to have an enforceable contract, defendants
17 have been unjustly enriched by plaintiff.

18 199. Plaintiff is entitled to compensation for the amount defendants have been unjustly
19 enriched and is entitled to punitive damages.

20 200. If the shares representing the value of plaintiff's contribution have been alienated,
21 plaintiff is entitled to trace the proceeds and impose a constructive trust on Hurst and any other
22 transferee of the 55 million MindMed shares distributed by Hurst or Savant Addiction.

23 201. Plaintiff has also been forced to retain counsel to pursue this action and has in-
24 curred attorney's fees as a result of defendants' actions.

25 **FIFTH CLAIM FOR RELIEF**
26 **PROMISSORY OR EQUITABLE ESTOPPEL**
27 **(FREEMAN V. HURST, SAVANT ADDICTION)**

28 202. Plaintiff incorporates the foregoing allegations in this claim.

203. Savant Addiction, as alter ego of Hurst, was apprised of the true facts when Hurst
promised plaintiff that it would settle plaintiff's loans for a distribution of 5 million MindMed

1 Class A shares.

2 204. Hurst intended that his conduct would be acted upon. Indeed, Hurst wanted to pla-
3 cate plaintiff so that plaintiff would not pursue a lawsuit or other claim just as Hurst was consoli-
4 dating power over MindMed. That is why Hurst continued to reinforce the promise for months af-
5 ter it was made.

6 205. Plaintiff was ignorant of the true state of facts—that Hurst did not intend to honor
7 the promise and intended to, for the first time, suggest that he could not proceed without share-
8 holder approval and the drop in stock price more than a year after the promise would warrant a re-
9 negotiation.

10 206. Plaintiff relied to his detriment on Hurst’s words and conduct, allowing Hurst to ex-
11 ercise control over Savant Addiction with the promise that Hurst would ultimately distribute plain-
12 tiff’s shares.

13 207. As a sole, direct and proximate result of the foregoing, plaintiff has been damaged
14 in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

15 208. Plaintiff has also been forced to retain counsel to pursue this action and has in-
16 curred attorney’s fees as a result of defendants’ actions.

17
18 **SIXTH CLAIM FOR RELIEF**
BREACH OF CONTRACT (BELGA V. HURST, SAVANT ADDICTION)

19 209. Plaintiff incorporates the foregoing allegations in this claim.

20 210. Belga and Savant Addiction, as the alter ego of Hurst, entered into a valid and ex-
21 isting contract with respect to fundraising for Savant.

22 211. Belga performed under the contract by securing more than \$5 million in fundrais-
23 ing, including through the opportunities that led to the financing of Savant Addiction’s reverse
24 takeover of MindMed.

25 212. Alternatively, Belga was excused from performance because Hurst’s usurping of
26 the opportunity and signing the financing agreement made it impossible for Belga to perform.

27 213. Savant Addiction, as the alter ego of Hurst, breached the agreement in failing to
28 provide the promised equity, position, title, and salary.

1 214. As a direct and proximate result of defendants' breach, plaintiff has suffered gen-
2 eral and special damages in excess of \$15,000.

3 215. Plaintiff has also been forced to retain counsel to pursue this action and has in-
4 curred attorney's fees as a result of defendants' breach.

5 **SEVENTH CLAIM FOR RELIEF**
6 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**
7 **(BELGA V. HURST, SAVANT ADDICTION)**

8 216. Plaintiff incorporates the foregoing allegations in this claim.

9 217. The law implies into each contract or agreement a covenant of good faith and fair
10 dealing.

11 218. The fundraising agreement includes an implied, if not express, covenant of good
12 faith and fair dealing.

13 219. The acts and omissions of defendant Savant Addiction, as alter ego of Hurst, as de-
14 scribed above—including, but not limited to, stepping in to finalize the financing deal that Belga
15 initiated and that would not have been possible but for Belga's diligent fundraising efforts—have
16 deprived plaintiff of the benefits that plaintiff bargained for.

17 220. In addition, there is a special relationship of trust or a fiduciary relationship be-
18 tween Belga and Hurst. Belga had an expectation that Hurst would cooperate in allowing Belga to
19 earn his equity in Savant Addiction and step into the CEO role. Hurst had an obligation not to
20 place his own interests above Belga's or to in any way thwart or undermine Belga from counting
21 his fundraising efforts toward the \$5 million needed to obtain the 20% equity interest and the \$2
22 million needed to become CEO.

23 221. The breach of this special relationship of trust is tortious bad faith.

24 222. Hurst's actions with respect to Ceruvia and in failing to put the loan modification to
25 a vote of the members, have deprived Plaintiff of benefits that Plaintiff had bargained for.

26 223. As a sole, direct and proximate result of the foregoing, Plaintiff has been damaged
27 in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

28 224. Plaintiff has also been forced to retain counsel to pursue this action and has in-
curred attorney's fees as a result of defendants' breach.

1 **EIGHTH ALTERNATIVE CLAIM FOR RELIEF**
2 **UNJUST ENRICHMENT**
3 **(BELGA V. HURST, SAVANT ADDICTION)**

4 225. Plaintiff incorporates the foregoing allegations in this claim.

5 226. Plaintiff has not been paid for the amount it has enriched defendants, including the
6 labor and other services provided to secure fundraising for Savant.

7 227. In the event that Belga is found not to have an enforceable contract, defendants
8 have been unjustly enriched by plaintiff.

9 228. Plaintiff is entitled to compensation for the amount defendants have been unjustly
10 enriched and is entitled to punitive damages.

11 229. If the shares representing the value of plaintiff's contribution have been alienated,
12 plaintiff is entitled to trace the proceeds and impose a constructive trust on Hurst and any other
13 transferee of the 55 million MindMed shares distributed by Hurst or Savant Addiction.

14 230. Plaintiff has also been forced to retain counsel to pursue this action and has in-
15 curred attorney's fees as a result of defendants' actions.

16 **NINTH CLAIM FOR RELIEF**
17 **PROMISSORY OR EQUITABLE ESTOPPEL**
18 **(BELGA V. HURST, SAVANT ADDICTION)**

19 231. Plaintiff incorporates the foregoing allegations in this claim.

20 232. Savant Addiction, as alter ego of Hurst, was apprised of the true facts when Hurst
21 promised plaintiff that it would provide Belga equity in the company and the role of CEO based
22 on his fundraising abilities.

23 233. Hurst intended that his conduct would be acted upon—*i.e.*, that Belga would actu-
24 ally expend substantial efforts and resources to raise funds for Savant.

25 234. Belga was ignorant of the true state of facts—that Hurst did not intend to honor the
26 promise and would simply give Belga nothing after a sustained and successful fundraising effort.

27 235. Plaintiff relied to his detriment on Hurst's words and conduct, as he would not have
28 committed the time and resources toward locating valuable opportunities for Savant—ultimately
worth in excess of \$5 million—without compensation.

1 236. As a direct and proximate result of defendants' breach, plaintiff has suffered gen-
2 eral and special damages in excess of \$15,000, and punitive damages.

3 237. Plaintiff has also been forced to retain counsel to pursue this action and has in-
4 curred attorney's fees as a result of defendants' actions.

5 **TENTH CLAIM FOR RELIEF**
6 **CONVERSION (HURST, SAVANT ADDICTION)**

7 238. Plaintiff incorporates the foregoing allegations in this claim.

8 239. Plaintiff undisputedly has personal property rights in approximately 7 million
9 shares of MindMed Class A common stock, representing Freeman's equity interest in MindMed.
10 Plaintiff also has personal property rights in 5 million shares of MindMed Class A common stock
11 and, as Belga's assignee, in 20% of the membership interests in Savant; 11,000,000 MindMed
12 shares.

13 240. Savant Addiction, as alter ego of Hurst, committed a distinct act of dominion
14 wrongfully exerted over plaintiff's personal property, including the stocks and membership inter-
15 ests. In particular, Hurst has taken the voting rights and other intangible benefits of equity owner-
16 ship, converting them for his own use.

17 241. The act was in denial of, or inconsistent with, plaintiff's title or rights therein. In-
18 deed, the voting rights alone in Freeman's approximately 12 million shares would have been worth
19 at least \$4,620,000 at the time Hurst wrongfully converted those voting shares to himself.

20 242. The act was in derogation, exclusion, or defiance of plaintiff's title or rights in the
21 personal property.

22 243. As a sole, direct and proximate result of the foregoing, plaintiff has been damaged
23 in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

24 244. Plaintiff has also been forced to retain counsel to pursue this action and has in-
25 curred attorney's fees as a result of defendants' breach.

26 **ELEVENTH CLAIM FOR RELIEF**
27 **FRAUDULENT MISREPRESENTATION (HURST, SAVANT ADDICTION)**

28 245. Plaintiff incorporates the foregoing allegations in this claim.

1 246. Savant Addiction, as alter ego of Hurst, made false representations to Belga, includ-
2 ing that Belga would become CEO and claim a 20% equity ownership in Savant Addiction after
3 raising \$5 million; 20% equates to 11,000,000 MindMed shares of the 55,000,000 MindMed
4 shares Savant Addiction received. Hurst also falsely stated that the “planned” leadership of Savant
5 would include Belga as CEO.

6 247. Hurst also made false representations to Freeman, including specifically the offer in
7 June 2019 to settle his claims for nonpayment of his loans for 5 million MindMed shares, as dis-
8 cussed in multiple e-mails. In reality, Hurst intended only to expose Freeman to the downside risk
9 that the shares would become *less* valuable. Hurst also planned to unilaterally convert all 55 mil-
10 lion shares from MindMed to multiple voting shares rather than common shares. Hurst made vari-
11 ous excuses for why the distributions had to be postponed but had no intention of actually making
12 a distribution in Freeman’s name that would have jeopardized Hurst’s voting bloc and its concomi-
13 tant control over Savant and MindMed.

14 248. Hurst also falsely represented to Freeman that he could not approve the 5 million
15 shares without membership approval, despite a long history of other agreements Hurst entered into
16 without that approval—including the formation of MindMed itself—and despite Hurst’s role as
17 the alter ego of Savant Addiction and Savant Holdings.

18 249. While conspiring with Turnbull and Ceruvia, Hurst falsely represented that BOL-
19 148 was a joint development between Savant and Turnbull/Ceruvia and that the only reason for
20 Turnbull/Ceruvia’s involvement was because Savant did not have the resources to develop it. And
21 the reason that Hurst was working with Turnbull/Ceruvia was that the BOL-148 and other Ceruvia
22 studies were coming to MindMed since Savant was a development partner.

23 250. Defendants knew or believed that all of these representations were false, or else had
24 insufficient basis to make the representation.

25 251. Defendants intended to induce Belga to rely on the representation regarding consid-
26 eration for his fundraising.

27 252. Belga did so, justifiably, by performing the work he expected would yield a 20%
28 equity stake in Savant Addiction and the position of CEO.

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2 253. Likewise, defendants intended to induce Freeman to rely on the misrepresentations.
3 That is why Hurst had no problem with Freeman paying Volk, MindMed's counsel, \$20,000 to re-
4 convert shares, even though Hurst had no intention of distributing the 5 million shares to Freeman.
5 Defendants also intended to induce Freeman to rely on the misrepresentations about BOL-148 so
6 that Freeman would not raise the alarm to the board regarding Hurst's and Turnbull's conflicts of
7 interests.

8 254. Freeman in fact relied, justifiably, on defendants' misrepresentations, to his detri-
9 ment.

10 255. Hurst back dated Savant HWP Inc. options and tendered them to Belga under the
11 guise that they were options from Hurst's own shares.

12 256. As a sole, direct and proximate result of the foregoing, plaintiff has been damaged
13 in a sum in excess of \$15,000 and is entitled to punitive damages.

14 257. Plaintiff has also been forced to retain counsel to pursue this action and has in-
15 curred attorney's fees as a result of defendants' breach.

16
17 **TWELFTH CLAIM FOR RELIEF**
BREACH OF FIDUCIARY DUTY AND DUTY OF LOYALTY (HURST)

18 258. Plaintiff incorporates the foregoing allegations in this claim.

19 259. Hurst owes a fiduciary duty and duty of loyalty to plaintiff. These duties arise not
20 just from the operating agreements and the parties' mutual service on the MindMed board of direc-
21 tors,⁵ but also from the parties' longstanding partnership that predates even the formation of Sa-
22 vant's operating agreements. Over the course of more than a decade, Freeman had come to trust
23 Hurst and rely on his judgment, expecting that Hurst would act in Freeman's best interest and
24 those of Savant and MindMed.

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26
27 ⁵ Unlike Delaware, Canada does not allow any "provision in a contract, the articles, the by-laws or a resolution
28 relieves a director or officer from the duty to act in accordance with this Act or the regulations or relieves them from
liability for a breach thereof," Can. Bus. Corp. Act § 122(3), so directors are absolutely required to "act honestly and
in good faith with a view to the best interests of the corporation," *id.* § 122(1)(a).

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260. [REDACTED]

[REDACTED]

[REDACTED] This caused Hurst to prioritize keeping his “voting bloc” together over distributing shares to Freeman, even though MindMed’s counsel and Canaccord were prepared to let Freeman have the shares issued in his name and Freeman paid the \$20,000 legal fees as requested by Hurst. [REDACTED]

[REDACTED]

[REDACTED]

261. Hurst has prevented Savant members from getting their shares from Savant Inc. In doing so, he has conspired with Burbank: Savant Inc. is 52% owned by Savant Holdings, for which Burbank is the trustee and has a duty to Savant Holding members. Under Delaware law, a corporation has to have annual shareholders meetings and the board needs to be voted on by members. Hurst has done none of this; there has never been an annual shareholders meeting and Hurst has appointed the board. As the Savant Holdings liquidating trustee, Burbank should have also dissolved Savant Inc. and distributed 5,500,000 MindMed shares or directed that Hurst do so in accordance with applicable corporate-governance law.

262. As a sole, direct and proximate result of the foregoing, plaintiff has been damaged in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

263. Plaintiff has also been forced to retain counsel to pursue this action and has incurred attorney’s fees as a result of defendants’ breach.

THIRTEENTH CLAIM FOR RELIEF
BREACH OF OPERATING AGREEMENT (HURST)

264. Plaintiff incorporates the foregoing allegations in this claim.

265. Section 7.02(b) of Savant Holdings’ Operating Agreement provides that its managing member – *i.e.*, Mr. Hurst – may not authorize Savant Holdings to “make any material change to the nature of the Business conducted by the Company or enter into any business other than the Business” without first obtaining the “written approval of a majority-in-interest of the Members.”

1 266. Additionally, Section 7.02(h) of the Savant Holdings Operating Agreement requires
2 written approval of a majority-in-interest of the Members as a prerequisite to the Managing Mem-
3 ber authorizing the Company to “enter into or effect any transaction or series of related transac-
4 tions involving the sale, lease, license, exchange or other disposition (including by merger, consol-
5 idation, sale of stock or sale of assets) by the Company of any assets, other than sales of inventory
6 in the course of business consistent with past practice.”

7 267. In authorizing Savant Addiction to enter into the Agreements, Mr. Hurst was acting
8 in his capacity as managing member of Savant Holdings and was therefore constrained by that en-
9 tity’s operating agreement. The Savant Holdings Operating Agreement makes clear that its manag-
10 ing member may not make any material change to the nature of the “Business” – *i.e.*, Savant Hold-
11 ings’ operating subsidiaries Savant Addiction and Savant Inc. – absent the written consent of at
12 least 51% of Savant Holdings’s members. The MindMed Transaction undoubtedly made material
13 changes to the “Business,” as it transferred the 18-MC Assets to MindMed. Indeed, while the op-
14 erating subsidiaries had once been responsible for developing the 18-MC Program, following the
15 MindMed Transaction, Savant Inc. serves no function whatsoever and Savant Addiction merely
16 holds 55 million shares of MindMed stock, to be voted as a bloc by Mr. Hurst. Mr. Hurst was
17 therefore required by Section 7.02(b) of the Operating Agreement to obtain written approval of a
18 majority-in-interest of Savant Holdings’ members prior to executing the Agreements. Mr. Hurst,
19 however, breached the HWP Operating Agreement by proceeding without the required member
20 consent.

21 268. Moreover, Section 7.02(h) does not differentiate between assets held directly or in-
22 directly by Savant Holdings. HWP indirectly owned the 18-MC Assets which were exchanged for
23 MindMed stock and, as the managing member of Savant Addiction, Savant Holdings effected the
24 transaction by which such assets were exchanged for the MindMed shares. Here too, Mr. Hurst
25 was required to obtain authorization from a majority-in-interest of Savant Holdings’ members
26 prior to authorizing the MindMed Transaction. But, in breach of the HWP Operating Agreement,
27 Mr. Hurst did not do so.

28 269. Mr. Hurst also authorized Savant Addiction to falsely represent in the MindMed

1 Agreements that it was fully authorized to enter into the Agreements and transfer the 18-MC As-
2 sets to MindMed.

3 270. In doing so, the Savant members only had a beneficial interest in their MindMed
4 shares being held by Savant.

5 271. Further the MindMed common shares were converted to Multiple Voting Shares.
6 These actions:

7 a. delayed Savant members from selling on public exchanges such as
8 NASDAQ because when shares unlocked, they still needed to be converted back to com-
9 mon shares, a complicated process that caused significant harm due to the rapid drop in
10 stock price under Hurst's mismanagement; and

11 b. prevented Savant members from selling locked MindMed shares to banks
12 and private equity funds during the lock-up period.

13 These delays cost Savant members millions of dollars since the stock price has been falling under
14 Hurst's mismanagement [REDACTED]

15 [REDACTED]
16 272. Furthermore, Savant shareholders could not vote their MindMed shares and remove
17 Hurst as Chairman/CEO of MindMed to prevent his mismanagement. Nor could Savant members
18 vote their shares to install a board that represented their interests.

19 273. In particular, plaintiff could not vote his shares, as the largest MindMed share-
20 holder, to appoint or assume a board seat and protect his interests.

21 274. As a direct and proximate result of defendants' breach, plaintiff has suffered gen-
22 eral and special damages in excess of \$15,000, and is entitled to punitive damages.

23 275. Plaintiff has also been forced to retain counsel to pursue this action and has in-
24 curred attorney's fees as a result of defendants' breach.

25 **FOURTEENTH CLAIM FOR RELIEF**
26 **DILUTION (HURST, SAVANT ADDICTION)**

27 276. Plaintiff incorporates the foregoing allegations in this claim.
28

1 277. Savant Addiction, as the alter ego of Hurst, and Hurst as managing member of Sa-
2 vant Holdings and Savant Inc. had the power and obligation to ensure a proper accounting of the
3 books and records and an accurate total of a member’s membership interests or other assets in re-
4 lation to the overall equity.

5 278. Defendants improperly ignored that nearly 10% of the 55 million shares of
6 MindMed Class A stock should have been attributed to the Trust that were not. As a result, defend-
7 ants have diluted plaintiff, making the shares that he has from his equity contributions in Savant
8 Holdings and Savant Inc. less valuable.

9 279. As a corollary, plaintiff has also been improperly diluted in the exercise of voting
10 rights and the other rights of stock ownership. The voting rights alone in Freeman’s approximately
11 12 million shares would have been worth at least \$4,620,000 at the time Freeman was wrongfully
12 diluted.

13 280. Freeman’s MindMed shares represented a controlling interest in MindMed—over
14 5% of the outstanding shares—and thus he could have become or appointed a board member

15 [REDACTED]

16 281. [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 a. [REDACTED]

20 [REDACTED]

21 b. [REDACTED]

22 [REDACTED]

23 c. [REDACTED]

24 d. [REDACTED]

25 [REDACTED]

26 282. [REDACTED]

27 [REDACTED]

28 [REDACTED]

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283. As a sole, direct and proximate result of the foregoing, plaintiff has been damaged in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

284. Plaintiff has also been forced to retain counsel to pursue this action and has incurred attorney’s fees as a result of defendants’ breach.

**FIFTEENTH CLAIM FOR RELIEF
CONSPIRACY (ALL DEFENDANTS)**

285. Plaintiff incorporates the foregoing allegations in this claim.

286. Defendants, acting in concert, intended to accomplish an unlawful objective for the purpose of harming plaintiff. [REDACTED]

287. In addition, defendant Burbank has conspired with Hurst to deprive Freeman of the 5 million MindMed shares that Savant Addiction is obligated to distribute under the accord and satisfaction. Burbank and Hurst have elected to protect Hurst’s self-dealing with Turnbull and Cerveria rather than provide an accurate accounting—an accounting vital to ensure that shares and membership interests do not pass irretrievably into the wrong hands—before the dissolution of Savant Addiction.

288. As a sole, direct and proximate result of the foregoing, plaintiff has been damaged in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

289. Plaintiff has also been forced to retain counsel to pursue this action and has incurred attorney’s fees as a result of defendants’ actions.

1 **SIXTEENTH CLAIM FOR RELIEF**
2 **CIVIL RICO (18 U.S.C. § 1961 ET SEQ.) (ALL DEFENDANTS)**

3 290. Plaintiff incorporates the foregoing allegations in this claim.

4 291. [REDACTED]

5 [REDACTED]
6 [REDACTED]
7 292. Defendants agreed to and did conduct and participate in the conduct of the enter-
8 prise's affairs through a pattern of racketeering activity and for the unlawful purpose of intention-
9 ally defrauding plaintiff. Specifically,

10 a. Hurst repeatedly in bad faith ignored the LLC form and the restrictions of
11 the operating agreements for Savant Holdings and Savant Inc. when it suited his interests
12 but whipsawed to enforce technicalities whenever doing so would allow him to escape an
13 obligation to recompense or others.

14 b. For instance, Hurst fraudulently misrepresented in e-mails to Belga that
15 Belga could become CEO and claim a 20% equity ownership in Savant Addiction after
16 raising \$5 million. To *escape* this obligation after Belga initiated financing for the
17 MindMed Transaction, Hurst finalized the financing documents without notifying Belga
18 and then claimed that Hurst was responsible for the entire financing—even though the op-
19 portunity would not have arisen or been pursued without Belga's efforts. It was necessary
20 to keep Belga from the CEO position and from a large equity stake in Savant Addiction to
21 facilitate Hurst's self-dealing transactions with Ceruvia unimpeded.

22 c. Similarly, Hurst fraudulently represented to nonparties Rahn and Latchman
23 that 18-MC was a "phase 2 ready" drug to induce their investment in exchange for just 35
24 million MindMed shares, and then again fraudulently promised Rahn and Latchman a \$1
25 million bonus for raising more funds than their initial commitment, and then again prom-
26 ised the Savant BOL-148 program would become a MindMed program. Although Hurst
27 eventually settled these claims, he *ignored* the requirements of membership approval in do-
28 ing so.

1 d. Hurst defrauded Freeman by inducing him to settle his claims for nonpay-
2 ment of his loans for 5 million MindMed shares, as discussed in multiple e-mails. In real-
3 ity, Hurst intended only to expose Freeman to the downside risk that the shares would be-
4 come *less* valuable. After Freeman carried that risk for more than a year but the promised
5 shares grew *more* valuable, Hurst in bad faith disavowed their accord and tried to extort
6 Freeman into accepting fewer shares, commensurate with the shares' increased value.
7 Hurst continued to hold this leverage over Freeman because Hurst had refused to distribute
8 the shares, even after Canaccord permitted the distribution and after Freeman paid Volk the
9 legal fees for completing the distribution and reconversion to common shares.

10 e. Hurst, having made numerous previous agreements without shareholder ap-
11 proval, had long acted as the alter ego of Savant Addiction and Savant Holdings. Yet now
12 Hurst uses that long-discarded requirement of shareholder approval to disavow Freeman's
13 settlement, even though there is no evidence that Hurst even *asked* for that approval, and
14 there is no approval required in the operating agreement.

15 f. This fraud was compounded by the fact that, by refusing to distribute any
16 shares to Freeman, who had contributed to the development of 18-MC, Freeman received
17 no consideration for that intellectual property once Savant Addiction transferred it to
18 MindMed. Although, as Hurst *himself* acknowledged, per the settlement agreement Free-
19 man would have been the largest shareholder in MindMed, Hurst instead barred Freeman
20 from any of the rights of his shareholder status, including the exercise of voting rights.

21 g. Expert analyses estimate that the value of a share's "voting rights" on aver-
22 age amounts to 11% of the value of the share. The value increases substantially for the
23 largest shareholder, who under Canadian law can effectively control a publicly traded com-
24 pany with 20% of the shares. But even with the conservative estimate of 11%, at the time
25 of the shareholder meeting in July 2021, MindMed stock was trading at \$3.70, making the
26 voting rights of each share about \$0.38. Hurst voted approximately 12,000,000 of Free-
27 man's shares—both those that were owed to Freeman because of his equity interest in Sa-
28 vant Holdings (Savant Addiction's majority member) and because of the 5 million shares

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owed in repayment of the loans. In total, therefore, Hurst owes Freeman at least \$4,620,000 for the deprivation of Freeman’s voting rights.

h. Hurst defrauded Freeman expressly to maintain Hurst’s power via the voting bloc—controlling all of Savant as its alter ego and MindMed with just 5% of the equity interest, which in turn enabled Hurst to self-deal with Ceruvia. The other investors in Savant Holding likewise acquiesced in and abetted Hurst’s fraud by allowing him to amend the operating agreement to keep the voting bloc intact.

i. [REDACTED]

[REDACTED]

• [REDACTED]

[REDACTED]

• [REDACTED]

[REDACTED]

• [REDACTED]

[REDACTED]

• [REDACTED]

[REDACTED]

j. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

k. Each of these fraud claims follows a pattern because each relates to a singular aim: Hurst defrauds people to gain control of (or keep others from gaining control of)

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the MindMed shares that made up Savant’s voting bloc, so that he can enrich himself and Turnbull via their enterprise with Ceruvia.

293. Pursuant to and in furtherance of their fraudulent scheme, defendant(s) committed multiple related acts of racketeering activity, including mail and wire fraud under 18 U.S.C. §§ 1341 and 1343. Hurst’s schemes—including those renegeing on agreements with Belga and

[REDACTED]

[REDACTED]

Others, such as the original offer of MindMed shares and the amendment to Belga’s Power-Point presentation, were initially communicated over the telephone, including telephone conversations across state lines.⁶

294. The acts set forth above constitute a pattern of racketeering activity pursuant to 18 U.S.C. § 1961(5).

295. Defendants have directly and indirectly conducted and participated in the conduct of the enterprise’s affairs through the pattern of racketeering and activity described above, in violation of 18 U.S.C. § 1962(c).

296. As a direct and proximate result of defendants’ racketeering activities and violations of 18 U.S.C. § 1962(c), plaintiff has been injured in his business and property in that:

a. Plaintiff has been totally deprived of the Class A common shares of MindMed related to the accord and satisfaction.

b. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

c. Plaintiff as assignee of Belga has been deprived of equity interest in Savant Addiction and was denied the title and salary of CEO.

⁶ Timestamps on e-mails memorializing the conversations indicate that the parties were in different time zones

1 297. As a direct and proximate result of defendants’ breach, plaintiff has suffered gener-
2 eral and special damages in excess of \$15,000. Plaintiff is entitled to treble damages under 18
3 U.S.C. § 1964(c) and punitive damages.

4 298. Plaintiff has also been forced to retain counsel to pursue this action and has in-
5 curred attorney’s fees as a result of defendants’ breach.

6 **SEVENTEENTH CLAIM FOR RELIEF**
7 **ALTER EGO (ALL DEFENDANTS)**

8 299. Plaintiff incorporates the foregoing allegations in this claim.

9 300. Savant Addiction, Savant Inc., and Savant Holdings are, and were at all times rele-
10 vant hereto, influenced and governed by Hurst.

11 301. Ceruvia is, and was at all times relevant hereto, influenced and governed by Hurst
12 and Turnbull.

13 302. There is a unity of interest and ownership such that Hurst is inseparable from the
14 Savant entities he controls, and Hurst and Turnbull are together inseparable from Ceruvia.

15 303. Hurst exerts ultimate governance over the other defendants in this matter, and as
16 controlled by Hurst, Savant ultimately serves the interest of Hurst and Turnbull in obtaining intel-
17 lectual property and competitive advantage for Ceruvia. [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 304. [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 305. Under Hurst’s control, Savant has not observed LLC formalities or respected the
25 LLC form. On Hurst’s whim, Savant can approve settlements without shareholder approval, and
26 Hurst can extract releases guaranteeing his personal nonliability, regardless of whether that is in
27 the best interests of Savant.

28 306. Indeed, the voting bloc Hurst clamored to maintain underscores Hurst’s ability to

1 control Savant with a relatively low percentage of membership interest. Hurst was, with the assis-
2 tance of Savant's counsel, able to cement his control in part because of the structure of the operat-
3 ing agreements and the vast control they give the managing member to veto even his own replace-
4 ment.

5 307. While such sweeping power may not always require an alter ego finding, the facts
6 here are such that adherence to the fiction of separate entities would sanction a fraud or promote
7 injustice. As the RICO, conspiracy, and fraudulent misrepresentation claims underscore, defend-
8 ants have specifically manipulated Savant so that Hurst may openly misrepresent an accord and
9 satisfaction—promising one thing (and enforcing the promises that benefit him at other times)
10 while relying on the shareholder-approval requirement to slip out of the promise later. As evi-
11 denced by the amendment to the Savant Addiction operating agreement, Hurst operates in theory
12 and in practice with practically no control.

13 308. The alter ego finding is particularly necessary here because the control that Hurst,
14 Savant Addiction, Turnbull, and Ceruvia exercise affects Freeman disproportionately to his mem-
15 bership interest in Savant Addiction (through Savant Inc. and Savant Holdings). Because Savant
16 Addiction *holds* all 55 million MindMed shares—despite not being entitled to keep them—Hurst
17 is able to control all the Savant entities in a way that would be impossible had the 55 million
18 shares been distributed to their actual beneficial owners.

19
20 **EIGHTEENTH CLAIM FOR RELIEF**
INJUNCTION (ALL DEFENDANTS)

21 309. Following its dissolution, allowing the members of Savant Addiction to dispose of
22 the proceeds, including MindMed shares, would cause irreparable injury to plaintiff.

23 310. Plaintiff is unable to control the dissolution of Savant Addiction. Although it ap-
24 pears that 5 million MindMed shares may be held back following the dissolution, it is unclear
25 whether Savant Addiction is retaining sufficient assets for it or Hurst to satisfy a substantial judg-
26 ment.

27 311. This is particularly troubling because plaintiff's remedy lies partly in the specific
28

1 performance of an allotment of MindMed shares. Although MindMed is a publicly traded com-
2 pany, an injunction would still have to issue to require defendants to transfer MindMed shares.

3 312. In addition, Belga's remedy is an equity interest in Savant Addiction itself. An in-
4 junction is therefore necessary to ensure that plaintiff as Belga's assignee obtains the same assets
5 in kind that Belga would have been entitled to receive had he been given his membership interest
6 when it was earned.

7 313. Equity and the public interest also necessitate injunctive relief, considering Hurst's
8 effort to specifically *avoid* the agreement for 5 million shares by pointing to fluctuating share
9 prices. That is precisely why an injunction must issue, to preserve the very assets to which plaintiff
10 is entitled.

11 314. Plaintiff has also been forced to retain counsel to pursue this action and has in-
12 curred attorney's fees as a result of defendants' actions.

13 **NINETEENTH CLAIM FOR RELIEF**
14 **FRAUDULENT CONVEYANCE (ALL DEFENDANTS)**

15 315. Plaintiff incorporates the foregoing allegations in this claim.

16 316. Defendants and/or other entities owned or controlled by defendants transferred
17 property after the claims in this matter arose, either:

18 a. With actual intent to hinder, delay, or defraud plaintiff;

19 b. Without receiving a reasonably equivalent value in exchange for the transfer
20 or obligation, defendants and/or other entities owned or controlled by defendants engaged
21 in transactions for which the remaining assets of defendants and/or other entities owned or
22 controlled by defendants were unreasonably small in relation to the transaction; or

23 c. Without receiving a reasonably equivalent value in exchange for the trans-
24 fer, and defendants and/or other entities owned or controlled by defendants believed, or
25 reasonably should have believed that Defendants and/or other entities owned or controlled
26 by defendants would incur debts beyond their ability to pay as they became due.

27 317. In particular, upon information and belief, the assets of Savant Addiction, including
28 those necessary to pay the claims asserted in this complaint, have been transferred to nonparties.

1 318. Such transfers of property from defendants and/or other entities owned or con-
2 trolled by defendants should be rescinded and/or voided as fraudulent conveyances.

3 319. As a sole, direct and proximate result of the foregoing, plaintiff has been damaged
4 in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

5 320. Plaintiff has also been forced to retain counsel to pursue this action and has in-
6 curred attorney's fees as a result of defendants' actions.

7
8 **TWENTIETH CLAIM FOR RELIEF**
9 **ACCOUNTING (SAVANT ADDICTION, SAVANT HOLDINGS, SAVANT INC.)**

10 321. Plaintiff incorporates the foregoing allegations in this claim.

11 322. Plaintiff seeks an accounting of all membership interests owed to plaintiff—
12 whether as trustee of the Trust or as assignee of Belga—in Savant Holdings, Savant Inc., Savant
13 Addiction, and MindMed, including MindMed shares held by Savant Addiction.

14 323. Plaintiff has made a demand upon Savant Addiction and hereby makes a demand
15 upon Savant Holdings and Savant Inc. to provide a full accounting of membership interest.

16 324. Plaintiff seeks an order from this Court directing defendants to provide an account-
17 ing. Plaintiff has also been forced to retain counsel to pursue this action and has incurred attor-
18 ney's fees as a result of defendants' actions.

19 **TWENTY-FIRST CLAIM FOR RELIEF**
20 **PUNITIVE DAMAGES (ALL DEFENDANTS)**

21 325. Plaintiff incorporates the foregoing allegations in this claim.

22 326. Defendants, individually and collectively, are guilty of fraud, oppression, and mal-
23 ice in their conduct toward plaintiff.

24 327. Defendants have exhibited a pattern of despicable conduct intended, through decep-
25 tion, to deprive plaintiff of his rights or property, or done with conscious disregard of plaintiff's
26 rights.

27 328. [REDACTED]
28 [REDACTED]

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[REDACTED]

[REDACTED]

329. In addition, Hurst acted with fraud, oppression, and malice in his conduct toward Belga and Freeman, willfully inducing them to rely to their detriment on Hurst’s misrepresentations. As a result, Hurst intentionally enriched himself and his alter egos, Ceruvia and Turnbull, at the expense of Belga and Freeman.

330. The comparable civil penalties, including the RICO penalties discussed above, are substantial, confirming that these acts are worthy of punitive damages.

331. Defendants’ conduct was reprehensible, despicable, and so contemptible that it would be looked down upon and despised by ordinary, decent people, and was carried on by defendants with willful and conscious disregard for the rights of plaintiff, entitling plaintiff to exemplary and punitive damages.

PRAYER FOR RELIEF

Wherefore, Plaintiff prays for judgment and an accounting against defendants, as follows:

1. A jury trial on all issues so triable;
2. An award of declaratory relief, injunctive relief, general and special damages, treble damages, and exemplary or punitive damages; and
3. Such other and further relief as the Court determines to be appropriate under the circumstances.
4. As a further remedy, plaintiff reserves the right to amend the complaint to hold all defendants liable for a judgment, if any defendant lacks assets sufficient to satisfy the judgment.

Dated this 22nd day of July, 2022.

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14 *Attorneys for Plaintiff*

15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
COUNTY OF SAN MATEO

17 SCOTT FREEMAN, M.D., as trustee for the
18 SCOTT MITCHELL FREEMAN REVOCABLE LIVING
TRUST, dated March 10, 2012, for itself and as
19 assignee of FERDINAND BELGA,

20 Plaintiff,

21 vs.

22 STEPHEN HURST; SUNRAY ASSET
MANAGEMENT, INC.; NICO FORTE; CERUVIA
23 LIFESCIENCES f/k/a CH-TAC; CAREY
TURNBULL; RUSSELL BURBANK, as liquidating
24 trustee for nominal defendants SAVANT
ADDICTION MEDICINE, LLC and SAVANT HWP
25 HOLDINGS, LLC; DOE INDIVIDUALS 1
through 20; and ROE CORPORATIONS 1 through
26 20,

27 Defendants,

28 *and*

Case No.

Dept. No.

COMPLAINT

(Jury Trial Demanded)

(Conditionally Filed Under Partial Seal)

1 SAVANT ADDICTION MEDICINE, LLC; SAVANT
2 HWP HOLDINGS, LLC; and SAVANT HWP, INC.

3 Nominal Defendants.
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1 Scott Freeman, M.D., as trustee for the Scott Mitchell Freeman Revocable Living Trust,
2 dated March 10, 2012, for itself and as assignee of Ferdinand Belga (“plaintiff” or “Freeman”) al-
3 leges as his complaint:

4 INTRODUCTION

5 1. This case involves the fraudulent schemes of defendant Stephen Hurst and Sunray
6 Asset Management, Inc. (together, “Hurst”) in service of Hurst’s conspiracy and criminal enter-
7 prise with the drug-development companies that Hurst controls, as well as with defendant Carey
8 Turnbull and the drug-development company that Turnbull controls, Ceruvia LifeSciences (“Ceru-
9 via”). With Turnbull’s assistance and plaintiff’s money and equity, Hurst has wielded that control
10 to enrich himself at plaintiff’s expense and at the cost of valuable intellectual property. While the
11 details of how Hurst carried out these schemes are necessarily complex, he followed a pattern:
12 Hurst took advantage of unsuspecting business partners’ trust to gain control over companies, he
13 compartmentalized information so only he or his trusted circle had access to key information, and
14 then he engaged in self-dealing.

15 2. In just one example, Hurst negotiated a preliminary agreement for development of
16 a Savant drug with the notorious fraudster Martin Shkreli. In a September 2016 article on meeting
17 with Shkreli to discuss the deal, Hurst is quoted as having high regard for how Shkreli does busi-
18 ness:

19 ‘I went in very much expecting not to like him, quite honestly,’ Hurst said.
20 ‘What I found was a very, very bright young man who asked all the right
21 questions’ ‘It wasn’t anything like I was expecting,’ Hurst said. ‘There’s
22 a public persona and how he is with the important relationships, like people
23 who work with him.’

24 3. For years, Hurst concealed his schemes from Freeman. Only too late would Free-
25 man learn why Hurst admired Shkreli and how Hurst took advantage of Freeman’s special rela-
26 tionship of trust to execute his schemes.

27 4. In 2009, Hurst, a patent lawyer and businessman; Freeman, a medical doctor and
28 researcher; and William Boulanger, a chemist, met in San Francisco to form a partnership for re-
searching and developing drugs.

1 12. Hurst is the sole owner of defendant Sunray Asset Management, Inc. (“Sunray”), a
2 Nevada corporation doing business in Nevada. Through Sunray, Mr. Hurst is the beneficial owner
3 of 39% of Savant Holdings’s membership interests and 7.06% of Savant Inc.’s shares.

4 13. Defendant Savant HWP Holdings, LLC (“Savant Holdings”) is a limited liability
5 company organized under the laws of the state of Delaware. Upon information and belief, Savant
6 Holdings is headquartered in Reno, Nevada.

7 14. Defendant Savant HWP, Inc. (“Savant Inc.”) is a Delaware corporation. Upon in-
8 formation and belief, Savant Inc. is headquartered in Reno, Nevada.

9 15. Defendant Savant Addiction Medicine LLC (“Savant Addiction”) is a limited liabil-
10 ity company organized under the laws of the state of Delaware. Upon information and belief, Sa-
11 vant Addiction is headquartered in Reno, Nevada.

12 16. Savant Addiction owns shares in nonparty Mind Medicine Inc. (“MindMed”), a Ca-
13 nadian psychedelic medicine biotech company that develops psychedelic-inspired medicines and
14 therapies to address addiction and mental illness.

15 17. Defendant Ceruvia LifeSciences (“Ceruvia”) is a Delaware limited liability com-
16 pany headquartered in Greenwich, Connecticut.

17 18. Ceruvia is a competitor to Savant Addiction, Savant Holdings, Savant Inc., and
18 MindMed. Ceruvia is also involved in the development of psychedelic-inspired medicines and is
19 developing the identical drugs that MindMed/Savant is developing: LSD, psilocybin, BOL-148.

20 19. Upon information and belief, Ceruvia is controlled by Carey Turnbull, who at all
21 times relevant hereto was and is an individual domiciled in and a resident of Connecticut, as well
22 as by Hurst as Ceruvia’s alter ego. Ceruvia may be the successor to another entity associated Turn-
23 bull, including CH-TAC.

24 20. Both Turnbull and Hurst are associated with Savant Addiction Medicine; Turnbull
25 is a member and Hurst is a managing member. Both Turnbull and Hurst have worked for Turnbull
26 companies like Ceruvia.

27 21. Russell Burbank, at all times relevant hereto, was and is a resident of and domiciled
28 in San Francisco, California.

1 22. Burbank is the liquidating trustee for Savant Addiction and Savant Holdings.

2 23. Plaintiff does not know the true names or capacities of some defendants and there-
3 fore sues them by fictitious “Doe” and “Roe” designations. Plaintiff will amend the complaint
4 once he ascertains the Doe and Roe defendants’ true names and capacities.

5 **JURISDICTION AND VENUE**

6 24. Pursuant to Section 410.10 of the California Code of Civil Procedure, this Court
7 has personal jurisdiction over Defendants because the claims herein arise from actions it purpose-
8 fully directed at the State of California.

9 25. Pursuant to Section 395 of the California Code of Civil Procedure, venue is proper
10 because certain defendants reside in San Mateo, California.¹

11 **FACTS**

12 **A. Background**

13 **1. *Formation of the Savant Entities***

14 26. At the heart of Hurst’s schemes was his abuse of the corporate form. As back-
15 ground, it is therefore necessary to outline Savant’s structure and the transaction it ultimately en-
16 tered into related to the molecule known as 18-methoxycoronaridine (“18-MC”).

17 27. Savant was largely unsuccessful in its initial attempts to raise capital to pursue the
18 potential benefits of drugs with psychoactive components. The business’s only significant invest-
19 ment, a \$6.7 million grant from the National Institutes of Health (“NIH”), was secured by Freeman
20 in October 2012.

21 28. As part of an attempt to raise outside capital, the founders decided in 2013 to for-
22 malize the structure of their working arrangement. Hurst, aided by counsel of his choosing, Evan
23 Ng, produced the operating agreements for the Savant entities.

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¹ Plaintiff understands that a parallel action will be commenced in Nevada. Nevertheless, Plaintiff believes
28 this Court is the appropriate venue to address this action, and initiates this action out of abundance of caution so that
no party may claim any issue as to statutes of limitation.

1 29. These agreements were structured to grant Hurst control over the entities, including
2 the ability to solely appoint board members (Nico Forte, R. Lee Douglas, Raymond J. Tesi), cor-
3 porate counsel (Ng, Matt Olson), and liquidating trustee (Burbank), which would subsequently be-
4 come integral to his fraudulent schemes.

5 30. Hurst formed four related entities, three of which are relevant here:

6 a. Savant Inc. was the management company that employed Savant’s employ-
7 ees, and that received a 10% profit share. The profits would be split among employees
8 through stock options.

9 b. Savant Holdings was the company where the initial founders held their in-
10 vestments, including the intellectual property to drugs like BOL-148 prior to formation of
11 an investor LLC such as Savant Addiction, described below.

12 c. Savant Addiction offered investors a vehicle to purchase shares to be used
13 to develop 18-MC medical drugs (the “18-MC Program”), with the potential to treat vari-
14 ous mental health conditions, including anxiety, addiction, and attention deficit and hyper-
15 activity disorder; in this way, investors could invest in the potential for this class of drugs.

16 31. Savant Holdings, Savant Inc., and Savant Addiction are collectively referred to as
17 the Savant entities.

18 32. The Savant entities hold the following interests in 18-MC: Savant Holdings owns
19 approximately 80%, Savant Inc. owns 10% (52.94% of which is owned by Savant Holdings), and
20 Savant Addiction owns approximately 10% (88.45% of which owned by Savant Holdings). Thus,
21 Savant Addiction and Savant Inc. are controlled by Savant Holdings. (Savant Holdings, Savant
22 Inc., and Savant Addiction are collectively referred to as the “Savant Entities” and the sharehold-
23 ers and members of the Savant Entities are collectively referred to as the “Savant Equity-hold-
24 ers.”)

25 33. In connection with the creation of the Savant Entities, Hurst placed himself in man-
26 agerial control. The Savant Holdings Operating Agreement provides that Hurst is the managing
27
28

1 member of Savant Inc. and Savant Addiction. Moreover, the Savant Addiction Operating Agree-
2 ment provides that Savant Holdings is the managing member of Savant Addiction, which makes
3 Hurst the *de facto* managing member of Savant Addiction.

4 34. While Hurst also granted himself significant discretion in exercising his powers,
5 this discretion was not unlimited. The operating agreements contain important limitations on
6 Hurst's discretion that should have foreclosed any self-dealing. Hurst's disregard for these provi-
7 sions is demonstrative of the depth of his misconduct.

8 35. *First*, the HWP LLC Operating Agreement provides that the managing member is
9 required to advise the other members of material decisions.

10 **Section 7.05 Informational Rights.** In addition to the information required
11 to be provided pursuant to Article X, the Managing Member shall keep the
12 other Members reasonably informed on a timely basis of any material fact,
13 information, litigation, employee relations or other matter that could reason-
14 ably be expected to have a material impact on the operations or financial
15 position of the Company, including, but not limited to, any modification of
16 any loan or other financing to the Company. The Managing Member shall
17 provide all material information relating to the Company or the manage-
18 ment or operation of the Company as any Member may reasonable request
19 from time to time.

20 36. *Second*, the operating agreements specify that major decisions, such as the sale of
21 assets, need a majority-in-interest approval. Specifically, Section 7.02(b) of HWP LLC's Operat-
22 ing Agreement provides that its managing member (*i.e.*, Hurst) may not authorize HWP LLC to
23 "make any material change to the nature of the Business conducted by the Company or enter into
24 any business other than the Business" without first obtaining the "written approval of a majority-
25 in-interest of the Members."

26 37. *Third*, Section 7.02(h) of the HWP LLC Operating Agreement requires written ap-
27 proval of a majority-in-interest of the Members as a prerequisite to the Managing Member author-
28 izing the Company to "enter into or effect any transaction or series of related transactions involv-
ing the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale
of stock or sale of assets) by the Company of any assets, other than sales of inventory in the course
of business consistent with past practice."

1 **2. *The MindMed Transaction***

2 38. Savant's fortunes began to change in 2019. As discussed more fully below, based
3 on the efforts of Ferdinand Belga, an outside consultant who was brought into Savant as Chief
4 Business Officer to attract investments, investors became interested in working with Savant. A
5 plan was subsequently developed with two of these investors, Leonard Latchman and Jamon
6 Rahn, to form a new Delaware corporation that would continue the 18-MC Program and subse-
7 quently would be listed on the Canadian stock exchange as Mind Medicine, Inc. (as defined above
8 "MindMed").

9 39. On or about July 23, 2019, Savant Addiction entered into the Foundational Agree-
10 ment and Contribution Agreement (the "MindMed Agreements") by which Savant Addiction and
11 Savant Inc. agreed to transfer all of their assets related to the 18-MC Program (the "18-MC As-
12 sets") to MindMed. In return for contributing the 18-MC Assets to MindMed, Savant Addiction
13 was to receive 55 million Class A shares of MindMed stock "free and clear of all encumbrances."
14 These 55 million shares would make Savant Addiction the largest shareholder of MindMed.

15 40. Mind Medicine initially began as a Delaware LLC on or about July 23, 2019, and
16 then become a public Canadian company through a reverse takeover of a Canadian company.

17 41. The final MindMed Transaction closed on or about February 27, 2020, and in
18 March, MindMed went public on the Canadian NEO exchange.

19 42. Hurst executed the MindMed Agreements on behalf of Savant Addiction and Sa-
20 vant Inc., and in so doing represented that he had full authority to act.

21 43. However, that representation was false. As noted, Savant Holdings is the managing
22 member of Savant Addiction, and Hurst, as Savant Holding's managing member and Raymond
23 Joseph Tesi and R. Lee Douglas as Board members, were required to abide by their obligations
24 under the Savant Holdings Operating Agreement. Pursuant to the terms of the Operating Agree-
25 ment, Hurst was required to obtain authorization from a majority-in-interest of Savant Holding's
26 members prior to authorizing the MindMed Transaction. Hurst did not.

27 44. Hurst's misrepresentation was not a technical mistake or oversight. By not putting
28 the terms of the transaction to a vote, Hurst was able to keep the structure of the transaction secret

1 from the other members. He proceeded to structure the transaction to grant himself the same type
2 of control over MindMed that he enjoyed with the Savant Entities. Hurst was the only signatory to
3 the agreement, and the witness to the agreement was Nico Forte, a long-time friend and associate
4 of Hurst who subsequently was appointed to the Savant Board.

5 **3. *Hurst Places the 55 Million MindMed Shares in Savant Addiction to***
6 ***Maintain Sole Control over MindMed***

7 45. Once MindMed became a public company, the MindMed shares became liquid.

8 46. In connection with the MindMed Agreements, investors Leonard Latchman and
9 Jamon Rahn received 35,000,000 MindMed shares upon the company's formation.

10 47. As with those investors, the Savant Addiction and Savant Holding members could
11 have—and, more importantly, should have—received their shares directly since the purpose of
12 those entities was effectively terminated at that point. There was nothing else for Savant Addiction
13 and Savant Holding to do; since Hurst had transferred the intellectual property to MindMed and
14 Savant Addiction had no other assets, they were now drug development corporate vehicles without
15 a drug. The operating agreements for both entities dictated that they were to be wound down once
16 the companies' businesses had ended.

17 48. Instead, Hurst had the 55,000,000 MindMed shares contributed to Savant Addic-
18 tion, which he claimed had the effect of putting them under his control. Because Savant Addiction
19 was MindMed's largest shareholder, the 55,000,000 voting shares was a large enough bloc to con-
20 trol the MindMed board and shareholder votes. Hurst thus enjoyed unilateral power to vote the
21 shares to further his own ends at MindMed; according to Hurst, the 55,000,000 MindMed voting
22 shares gave Hurst control of the MindMed Board of Directors and MindMed shareholder votes.

23 49. Savant Addiction members only held about 10% of Savant entities or 5 million
24 MindMed shares (of the 55,000,000 shares owned by Savant Addiction), so a majority-in-interest
25 of Savant Addiction was about 5%. Thus, 5% of the Savant members could control the other 95%,
26 at least in Hurst's view, although Savant Addiction was a subsidiary of Savant Holdings which
27 owned almost 80% of the MindMed shares (about 40,000,000).

28

1 50. Hurst furthered his control over Savant’s MindMed shares by converting the
2 MindMed common shares to multiple voting shares at a 100:1 ratio, a tactic that made it more dif-
3 ficult for the Savant members to get their shares. He then had Savant simultaneously enter into
4 lockup agreements with MindMed regarding Savant’s 550,000 Multiple Voting Shares with
5 tranches of shares to be released to Savant every six months.

6 51. Pursuant to the Amended and Restated Articles of MindMed, as amended at the
7 Annual and Special Shareholders Meeting held on May 27, 2021:

8 Each Multiple Voting Share may be convertible at the option of the holder
9 thereof, at any time after the date of issuance of such share at the office of
10 the Corporation or any transfer agent for such shares, into fully paid and
11 nonassessable Subordinate Voting Shares as is determined by multiplying
12 the number of Multiple Voting Shares by the Conversion Ratio applicable
to such share, determined as hereafter provided, in effect on the date the
Multiple Voting Share is surrendered for conversion. The initial “Conver-
sion Ratio” for shares of Multiple Voting Shares shall be 100 Subordinate
Voting Shares for each Multiple Voting Share

13 52. In other words, each Multiple Voting Share (“MVS”) equals 100 Subordinate Vot-
14 ing Shares (*i.e.*, Class A common shares).

15 53. According to Hurst in an August 31, 2021 email, MindMed investors (Latchman
16 and Rahn) insisted on this and there were tax advantages: “As explained multiple times to all
17 members, the MVSs structure was done to keep the shares received by Savant Addiction Medicine
18 LLC tax free to Savant members.” However, Latchman and Rahn claim it was done at Hurst’s in-
19 sistence, most likely for Hurst to further maintain his lock on the voting rights of the 55,000,000
20 shares. This conversion prevented Savant members from getting shares in a timely manner be-
21 cause they needed to reconvert MVS to common shares, a complicated process since Savant mem-
22 bers are United States citizens and MindMed is a Canadian company.

23 54. Rahn, a United States citizen, received his MindMed shares as common shares,
24 however, so he did not need to convert his MindMed common shares to MSV as did Savant.

25 55. Over the following two years, Hurst voted the 55,000,000 MindMed shares (or
26 550,000 multiple voting shares) on his sole whim, without consultation with the majority-in-inter-
27 est of Savant Holdings.

28

1 56. Hurst violated the operating agreement in several ways while the other fiduciaries
2 whom Hurst appointed—Forte, Ng, Douglas, and Tesi—turned a “blind eye.” By sequestering the
3 MindMed shares in Savant Addiction, Hurst changed the nature of the business from a drug-devel-
4 opment company to a stock-management company, a new enterprise in which Hurst had no exper-
5 tise; the change of business required a majority-in-interest vote according to the operating agree-
6 ment. But Hurst had a self-interest in ignoring the operating agreements.

7 57. Hurst and Turnbull established Ceruvia, a competitor for the identical or similar
8 drugs but which became a shadow company to MindMed/Savant.

9 58. As part of Hurst’s scheme, he then used the 55,000,000 MindMed shares of Savant
10 to appoint himself as CEO/Chairman of MindMed and then proceeded to commingle MindMed
11 assets and personnel and manufacturing with Ceruvia.

12 59. The 55,000,000 “founder” shares were locked up in an agreement with the banker
13 (Canaccord), and 10% were to be released in September 2020, 10% in March 2021, 10% in Sep-
14 tember 2021, and the remaining 70% in March 2022. Although Hurst should have had the shares
15 distributed as soon as they were available, he delayed releasing them to extend the time the shares
16 were under his control, thus costing savant members tens of millions of dollars as the MindMed
17 share price steadily dwindled under Hurst’s poor management, as his agenda was focused on
18 building Ceruvia.

19 60. Hurst had no experience or requisite skills to be a Chairman/CEO of a public com-
20 pany, yet Hurst insisted on solely controlling the MindMed voting shares. This is consistent with
21 Hurst’s prior experience at biotech companies, which ended in disaster because of his inexperience
22 and need to try to control companies through “bullying”:

23 a. Hurst was head of business development at Inhale Therapeutics (aka
24 Nektar) in the late 1990’s and 2000’s. Hurst did a deal with Pfizer, a large pharmaceutical
25 company, to market Nektar’s inhalable insulin. This was a major coup, since Pfizer was a
26 “marketing machine.” But the deal turned sour, Pfizer quickly opted out, and the drug
27 failed.

28

1 b. Hurst next started a biotech company with his self-described “best friend.”
2 The drug in development was for multi-drug resistance (MDR) which could prevent tumor
3 cells from inactivating chemotherapy. Hurst’s bullying got the better of him again, and the
4 company collapsed almost immediately when the “friends” got into a heated fight and
5 Hurst lost his \$500,000 loan to the company.

6 c. Apart from the 18-MC program with Savant Addiction Medicine, Hurst was
7 also involved in the development of benznidazole for a different Savant entity, Savant Ne-
8 glected Disease LLC. Hurst’s bullying continued in a deal with Kalobios (aka Hu-
9 manigen). Kalobios and Savant were to jointly co-develop benznidazole, but within three
10 months Kalobios kicked Savant out of the development team, costing Savant several mil-
11 lion dollars.

12 61. Ultimately, the pattern repeated itself with MindMed. As described below, Hurst’s
13 misrepresentations to investors, including Latchman and Rahn, and the MindMed board of direc-
14 tors were exposed and Hurst was removed from the MindMed board.

15 62. Yet as a result of Hurst’s lock-up agreement, Savant members could not monetize
16 their shares, since the members were beneficial owners, either by selling them on a primary mar-
17 ket (NEO Exchange or NASDAQ) once the shares were unlocked or secondary markets (banks or
18 investment funds) for locked shares during the lock-up period. Hurst insisted on maintaining the
19 Savant voting bloc was so he could vote the shares in his own self interest. Therefore, although
20 Freeman nominally owned over 5% of MindMed through his shares in Savant Inc. (and through
21 Savant Inc. in Savant Addiction), the requisite amount of shares needed for a board seat, Hurst dis-
22 abled Freeman from exercising his voting rights.

23 63. In addition, Hurst as managing member of Savant has been selling MindMed shares
24 to “conduct business,” yet the operating agreements specify that major decisions like selling assets
25 need a majority-in-interest approval.

26 64. As designed by Hurst and Savant’s counsel, the operating agreement required the
27 managing member’s approval for all majority-in-interest votes, including to replace the managing
28

1 member. This effectively cemented Hurst as managing member for life, if he did not choose to re-
2 sign. Hurst could not be removed as managing member even if he did not appropriately execute
3 the operating agreement or commit fraud. This setup assured Hurst's complete control of Savant,
4 and what follows are Hurst's attempts to maintain control in order to self-enrich himself, and not
5 equally split compensation with Freeman.

6 65. The Savant entities hold the following interests in 18-MC: Savant Holdings owns
7 approximately 80%, Savant Inc. owns 10% (52.94% of which is owned by Savant Holdings), and
8 Savant Addiction owns approximately 10% (88.45% of which owned by Savant Holdings). Thus,
9 Savant Addiction and Savant Inc. are controlled by Savant Holdings.

10 66. Savant Addiction licensed 18-MC from Albany Medical Center and owned all of
11 the intellectual property related to the 18-MC Program.

12 67. Savant Addiction's purpose was to hold intellectual property and other assets, not
13 to exercise control over day-to-day management.

14 68. Savant Inc. managed all of Savant Addiction's day-to-day operations related to the
15 development of the 18-MC Program.

16 69. Mr. Hurst's primary role at the Savant Entities was to raise money from investors
17 and attend to corporate decisions as CEO, while Freeman was responsible for research and devel-
18 opment.

19 70. Mr. Hurst was largely unsuccessful in his attempts to raise capital. Indeed, Free-
20 man was primarily responsible for obtaining the business's only significant investment, a \$6.7 mil-
21 lion grant from the National Institutes of Health in October 2012. The grant was for the years
22 2012 through 2014. In contrast, Hurst from 2009 to 2019 only raised approximately one million
23 dollars through a "friends and family" investment.

24 **B. Scheme 1: Hurst Cheats Belga Out of a Finder's Fee**

25 71. In October 2018, Hurst decided to outsource fundraising to a consultant. By Hurst's
26 own account to Belga, Hurst in nine years had been able to raise only about \$1 million from
27 friends and family, and according to Hurst, he was "burned out."

28 72. On behalf of the Savant Entities, Hurst retained Ferdinand Belga, who had worked

1 successfully in the pharmaceutical drug industry for over two decades.

2 73. To convince Belga to work on behalf of Savant, Hurst promised him up to 20% of
3 the equity in Savant Addiction upon raising between \$2 million to \$5 million. As set forth in
4 Belga's consulting agreement with Savant Inc., Hurst also promised him that, subject to board ap-
5 proval, "if you are successful in raising \$2 million or more prior to October 1, 2019, you will be
6 appointed Savant's Chief Executive Officer and I will assume the role of Executive Chairman. You
7 will become a salaried employee."

8 74. On January 8, 2019, Rahn contacted Belga through LinkedIn about investing
9 money in Savant, a contact that would not have been possible without Belga's involvement.

10 75. Once Belga had engaged with Rahn, however, Hurst promptly began to circumvent
11 Belga as part of his undisclosed plan to renege on the consulting agreement. In doing so, Hurst al-
12 most caused the financing with Rahn to collapse. On March 31, 2019, Rahn sent Freeman the fol-
13 lowing email, emblematic of how Hurst's bullying attempt to manipulate the structure of the trans-
14 action was creating problems:

15 After 1 month of discussions with Steve [Hurst], I am not the least bit
16 inspired to put money into the opportunity. In fact, he has done more to
17 convince me why I should not invest or partner with you v. why I should.
Very strange.

18 However, I do see a new vision for the company and I do see the po-
19 tential for a very large exit so that is why I'm still here writing this email.
To be 100% transparent, I would have walked away had you and I not had
that conversation last week. I feel we speak the same language.

20 I have a plan / vision for the company for an RTO, it entails us raising
21 \$1-3m initially in a reverse merger transaction and then \$15-20m based on
some positive news flow to take it through phase 2.

22 The art of raising money is not Steve's strength. Let me figure it out so
23 the company has the tools to survive and you get to an exit. Riding out grant
money ain't the way to get to liquidity.

24 There is a difference between exit/ sale and finding partial liquidity for
25 all parties. Sometimes people confuse the two. Steve is.

26 76. In April 2019, there was an initial term sheet and Belga was listed as the COO,
27 Hurst the CEO, and Freeman CMO. This reflected Belga's critical role in obtaining the financing
28 and it triggered the provisions in his consulting agreement.

1 77. Savant Addiction turned down this initial offer sheet, and Belga continued to work
2 on sourcing additional investors.

3 78. On May 26, 2019, Belga received an email from Hurst announcing that Hurst had
4 reached a deal with Rahn, and there was no need for him to participate in a planned trip to meet
5 with potential investors. This was a surprise to Belga since he was unaware that Hurst was in con-
6 tinued discussion with Rahn.

7 79. Subsequently, it became clear why Belga had not been involved in the discussions.
8 Hurst negotiated the terms of the transaction so that the funds would be reflected as having been
9 raised for *MindMed*, the new Delaware LLC to whom the 18-MC asset was to be sold, rather than
10 for Savant, therefore preventing Belga from getting credit under the consulting agreement.

11 80. In other words, Hurst structured the transaction in bad faith to avoid compensating
12 Belga what he was due under the consulting agreement.

13 81. Belga raised more than \$5 million in seven months, something Hurst could not do
14 in nine years. Yet it was not until several months after the *MindMed* transaction closed that Hurst
15 announced that Belga would not get the CEO position with Savant. To date Belga has never been
16 given his equity share in Savant. In so doing, Hurst demonstrated that he had intended to exploit
17 Belga's fundraising abilities but never intended to follow through on his commitment to grant
18 Belga equity or a salaried position in Savant.

19 82. In May 2019, Belga surpassed these funding goals by securing financing in excess
20 of \$5 million for what would ultimately become the creation of *MindMed*. Belga initiated the
21 transaction, but on May 26, 2019, Hurst stepped in to change the terms of the deal so that the
22 funds would not be reflected as having been raised for Savant but only—after the reverse takeo-
23 ver—as funds for *MindMed* for which Belga would not get credit:

24
25 Signed the financing deal today so I don't see the need for a trip to Chicago.
26 Got the deal up to \$3 million from \$2 million for the pre-RTO financing and
27 the valuation at the time of the RTO to \$12 million. Canaccord will lead the
28 post-RTO financing of at least \$20 million, market conditions permitting.
Canaccord is coming into the pre-RTO financing as well.

83. Belga accomplished in seven months, raising >\$5MM, what Hurst could not do in

1 nine years. Yet it was not until after the MindMed transaction closed that Hurst made clear Belga
2 would get neither equity in Savant Addiction nor a CEO position with Savant.

3 84. In so doing, Hurst demonstrated that he had intended to exploit Belga's fundraising
4 abilities but never intended to follow through on his commitment to give Belga equity or a salaried
5 position in Savant.

6 **C. Scheme 2: Hurst Breaches a Settlement Agreement to**
7 **Transfer Five Million MindMed Shares to Freeman**

8 85. Between 2010 and 2012, Freeman authorized the Trust to lend \$205,000 to the
9 partnership, which would later become Savant Holdings. The loan is reflected as a long-term lia-
10 bility on Savant Holdings's balance sheet at least as late as December 31, 2018. Neither Hurst nor
11 Savant Holdings has ever denied that Savant Holdings is obligated to repay the loan.

12 86. From April through August 2014, Freeman, through the Trust, lent Savant a total of
13 \$600,000, with \$450,000 loaned to Savant Addiction and \$150,000 loaned to Savant's former af-
14 filiate, Savant Neglected Disease ("SND").

15 87. In connection therewith, Savant issued multiple promissory notes (the "Notes") and
16 warrants to purchase units (the "Warrants") to the Trust. The purpose of the Notes and Warrants
17 was a short-term loan to cover the Savant Entities' operating expenses until Savant received an ap-
18 proximate \$600,000 grant from the National Institutes of Health ("NIH").

19 88. As the exact timing of the NIH payment to Savant was uncertain (it could have
20 happened between September 2014 and January 2015), the coverage amounts of the Warrants in-
21 creased to up to 300% of the amount of the Notes depending on when Savant paid the Notes. For
22 example, a July 1, 2014 Warrant states:

23 **Warrant Coverage Amount.** The "Warrant Coverage Amount" means that
24 amount which equals 100% of the principal amount of the Note; provided,
25 that in the event the Note has not yet been prepaid in whole prior to Sep-
26 tember 30, 2014, the "Warrant Coverage Amount" means that amount
27 which equals 200% of the principal amount of the Note; provided further,
28 that in the event the Note has not yet been prepaid in whole prior to January
1, 2015, the "Warrant Coverage Amount" means that amount which equals
300% of the principal amount of the Note.

1 89. On or about December 2014, the Savant Entities received \$600,000 from the NIH.
2 Despite this cash infusion, Hurst claimed that it was still unable to pay Freeman the balance of the
3 Notes because of Hurst's overspending. Combined with Freeman's 2010-2012 loans of \$205,000,
4 the principal balance owed to Freeman was \$805,000.

5 90. In June 2016, Savant received approximately \$3.5MM from the sale of the Savant
6 Neglected Disease drug, benznidazole. Hurst used part of the money to pay off every debt and
7 loan of Savant, including a loan Hurst gave Savant, except for Freeman's loans. After 2016, Sa-
8 vant had no money or anything of monetary value until 2019 when it received the MindMed
9 shares.

10 91. Around June 2019, at the time of the MindMed transaction, Savant and Freeman
11 entered an accord and satisfaction of the outstanding debt that Savant owed to Freeman (including
12 the Savant Addiction Notes and Warrants² and \$205,000 loaned to Savant Holdings, plus accrued
13 interest) whereby Savant agreed to transfer MindMed shares to Freeman.

14 92. Initially, the parties agreed to 4,500,000 MindMed shares to resolve the Savant Ad-
15 diction Note for \$450,000, but later amended that agreement to 5,000,000 shares, to also reflect
16 the resolution of the warrants and the \$205,000 founder loan plus accrued interest.

17 93. This agreement is memorialized and acknowledged by Savant in multiple emails
18 between Hurst and Freeman and other written communications.

19 94. Hurst represented that the MindMed Shares were valued at \$0.10 a share.³

20 95. The 5,000,000 MindMed Shares to be transferred to Freeman were therefore worth
21 approximately \$500,000, and thus were a significant discount on Savant's debt to Freeman
22 (\$450,000 + \$205,000 + warrants + interest). In addition to the discount, Freeman also took on the
23 risk of a loss in value of the MindMed Shares because MindMed was a start-up biotech company
24 at high risk of failure. But Freeman accepted the discount and risk of loss because he believed the
25 MindMed Shares would appreciate and be worth more in the future.

26 _____
27 ² Dr. Freeman purchased SND in May 2019 and his \$150,000 loan to SND is no longer owed by Savant.

28 ³ It now appears that Hurst misled Freeman by representing that the share value was in U.S. dollars, while in fact it was in lower-value Canadian dollars. At the time, CAD \$0.10 would have been worth about USD \$0.058, for a total of more than 8.62 million shares.

1 96. For example, Freeman stated as much in an October 3, 2019 email to Hurst, noting
2 that this was a “final transaction”:

3 The purpose of this email is to highlight the events that lead to our decision
4 yesterday to convert my outstanding loans in Savant Addiction Medicine
(SAM) to MMED stock

5 1. Approximately 3 weeks ago we tentatively agreed to convert a \$450,000
6 loan to 4,500,000 shares of MMED^[4]

7 2. We needed the last 3 weeks to research the corporate and tax implications
8 of this transaction

9 3. We decided yesterday based on our research to finalize this transaction
10 although it may take several days to weeks to finalize the legal paperwork

11 4. MMED is valued today at \$0.10 per share and has been valued at this
12 price for at least the last month since MMED was formed

13 5. SAM received MMED stock by selling its rights to MMED for a drug
14 called 18-MC

15 6. The value was determined by third party investors who also either re-
16 ceived or purchased MMED shares at \$0.10 per share

17 7. The shares of MMED will be “locked up” for 6-24 months depending on
18 US and Canadian regulations since these are founders share

19 8. Notwithstanding, this is a final transaction. In other words, if for instance
20 when the 4,500,000 MMED shares are released to me in 6-24 months, the
21 time I can sell these shares, the value of MMED has become \$0.00 per share,
22 I am **NOT** entitled to anymore shares or any money to compensated for lost
23 value.

24 97. Hurst did not deny the existence of this accord and satisfaction or its essential
25 terms.

26 98. Indeed, in an e-mail dated June 29, 2020, Hurst acknowledged the settlement but
27 explained that he was delaying transfer of the MindMed shares because of the lock-up agreement:

28 Note that the Cap Table does not include ***the additional shares to be issued
to you in consideration of your loan and warrant settlement from last
June.*** I spoke with Dorsey about this a few weeks ago and they know we
still have to document this. Since there are no planned distributions in the
near future I’ve not pressed the issue with Dorsey or you. In my mind, it’s
more important to hold the voting block for the next year at least.

(Emphasis added.)

⁴ This e-mail predates the amendment to 5 million MindMed shares.

1 99. Subsequent e-mails confirm that Hurst, on behalf of Savant Addiction and Savant
 2 Holdings, accepted the terms of the settlement, with the only dispute being over an ancillary is-
 3 sue—whether the shares could be distributed before the expiration of the lock-out period so that
 4 Freeman could exercise the shares’ voting rights, even though he could not sell the shares. On
 5 September 8, 2020, Hurst responded to Freeman’s concerns about the *timing* of distribution, but
 6 did not dispute the *obligation* to distribute the 5 million MindMed shares:

7 I spoke with Rich Raymer today who wrote the terms of the multiple voting
 8 shares. I’ve asked him to prepare a memo to support making the distribution
 of multiple voting shares with proper legends to Savant members.

9 As I mentioned before, I believe that it would be a strategic mistake to break
 10 up the voting block with respect to locked up shares and will be working
 with counsel to address this issue.

11 We need to document ***the 5 million MMED shares you’ll receive for the***
 12 ***settlement of the warrants and loans back in June*** as this will impact the
 13 pro rata distribution to all the other MMED members. I will not be taking
 any shares beyond my pro rata distribution along with the other members
 14 and will not be looking for any other comp from Savant other than an hourly
 fee as managing member and the repayment of my loan to Savant. At the
 end of 2019 that loan stood at about \$78,000 and I’ve continued to loan
 Savant money every month this year.

15 (Emphasis added.)

16 100. On September 9, 2020, Hurst confirmed that the amount owed to Freeman under
 17 the settlement was equivalent to 50,000 multiple voting shares (100:1, or 5,000,000 common
 18 shares), but he expressed concerns that this would make Freeman MindMed’s largest shareholder:

19 I’m not going to fight anyone on the basic idea of distributing the shares
 20 now that the lock up has started to lift. . . . The distribution will be of mul-
 21 tiple voting shares not common shares which cannot be traded as far as I
 know. They need to be converted to common and MMED has to instruct the
 22 transfer agent in order for that to happen. So the plan for distribution I have
 in mind goes like this (unless the lawyers tell me otherwise):

- 23 • Savant HWP, Inc. – 55,000 multiple voting shares in satisfaction of its
 24 10% profits interest in Savant Addiction Medicine, LLC (SAM).
- 25 • ***Scott Freeman (or your trust) – 50,000 multiple voting shares in sat-***
isfaction of warrants and loans settle in June 2019
- 26 • Savant Addiction Medicine LLC – 45,000 multiple voting shares re-
 27 tained for sale to generate operating capital with any balance distributed
 to members in March 2022 when the final lock up is lifted
- 28 • SAM members – 400,000 multiple voting shares distributed pro rata

1 For a total of 550,000 multiple voting shares which convert to 55,000,000
2 common shares.

3 Your pro rata share of the SAM distribution will be approximately 155,556
4 multiple voting shares, plus the 50,000 additional settlement shares *make*
5 *you MMED's largest single shareholder.*

6 So as I understand the situation, even though the Savant block is not a ma-
7 jority, as votes go in Canada I've been told that a 20% block generally con-
8 trols the outcome of a shareholder vote, *which means that Savant likely now*
9 *controls the board membership and any other issue that might require a*
10 *shareholder vote in the future.* And on most issues I think JR would vote
11 with Savant, giving us a lock. Once the shares are distributed, unless there
12 is a voting rights agreement we likely give up that control.

13 (Emphasis added.) Again, Hurst linked the loan settlement with his continuing to vote the
14 MindMed shares: "50,000 additional settlement shares" and the prospect of loss of Hurst's control
15 "unless there is a voting rights agreement."

16 101. Subsequently, everything changed. As Freeman had correctly foreseen, the price of
17 MindMed's shares skyrocketed, which meant that Savant (and by proxy Hurst himself) would fi-
18 nancially benefit if it repaid Freeman the money instead of transferring the 5,000,000 shares to
19 him. Moreover, Hurst had grown accustomed to controlling MindMed through Savant Addiction.
20 If Freeman received the 5,000,000 shares, he would become MindMed's "largest single share-
21 holder," which would effectively deprive Hurst of his control over MindMed. And as MindMed's
22 largest shareholder, Freeman—instead of Hurst—could become (or appoint) a board member of
23 MindMed.

24 102. On September 18, 2020, Hurst informed Freeman that the paperwork for the loan
25 would be sent in a few days:

26 I have the draft of the settlement agreement for your notes and warrants and
27 should have that to you in the next few days.

28 103. In October 2020, Hurst and Freeman contractually agreed to distribute all the
29 shares; both the unlocked shares and the locked shares, which would effectively dissolve the vot-
30 ing bloc, Hurst's sole control over voting the MindMed shares. Canaccord (the bank acting as
31 MindMed's agent) agreed to modify the lock-out agreement so that shares could be distributed in
32 the names of the individual members rather than in Savant Addiction's name, thus ending Hurst's

1 voting MindMed shares. And Freeman agreed to pay Peter Volk, MindMed’s counsel, \$20,000 to
2 cover the legal costs of facilitating the distributions and drafting the necessary documents.

3 104. As late as October 10, 2020, Hurst provided a progress report regarding “the initial
4 transfer of the 10% off lockup.”

5 105. Although Hurst at various points alluded to the need for further “documentation,”
6 including advice from a tax accountant, he did not dispute the meeting of the minds on the essen-
7 tial terms, including consideration for Freeman’s covenant not to sue on the loans.

8 106. Hurst reneged on the accord and satisfaction only after Freeman tried to prevent
9 Hurst from voting Savant’s bloc of MindMed shares. Hurst understood that if Freeman voted his
10 own shares as MindMed’s “largest single shareholder,” Hurst would no longer be able to control
11 MindMed from his minority position.

12 107. On October 14, 2020, Hurst for the first time signaled that he was going to try to
13 back out of the accord and satisfaction. Responding to Freeman’s inquiry about “the final paper-
14 work on the 5,000,000 shares for the loan,” Hurst wrote:

15 Will require further discussion and you will need tax advice. Share value
16 now far exceeds loan and warrant value we agreed to last June when the
share price was 10 cents.

17 108. When pressed by Freeman for clarification on when the shares would be trans-
18 ferred, Hurst resorted to obfuscation and delay, while continuing to mislead Freeman that he
19 would distribute the shares once the lockup ended.

20 109. On July 16, 2021, after at least 110,000 MindMed Multiple Voting Shares (equiva-
21 lent to 11,000,000 common shares) had been released from lockup—more than twice the number
22 of shares owed to Freeman—Freeman’s counsel sent a demand to Hurst for distribution of the
23 shares pursuant to the terms of the settlement. Despite the extensive paper trail documenting the
24 accord and satisfaction, Hurst refused to honor the agreement he had reached with Freeman. At the
25 time, MindMed stock was trading at about \$4 per share.

26 110. Savant Addiction’s counsel, Ng, responded on Hurst’s behalf by denying for the
27 first time the existence of the accord and satisfaction on the purported ground that the agreement
28 had never been formally documented. Ng’s letter was made to provide cover for Hurst, who had

1 purposefully breached the settlement agreement to disadvantage Freeman, his longtime and loyal
2 partner.

3 111. Ng purported to tender the face value of Freeman's loans, although even if Freeman
4 had not been entitled to enforce the accord and satisfaction, these tenders were incomplete: ini-
5 tially the tender covered just \$375,000 because Hurst apparently believed Freeman didn't have
6 documentation of the second \$75,000 note, but eventually Hurst relented to the total of \$450,000
7 from the 2014 loans, knowing the transactions were well documented; but apart from the accord
8 and satisfaction, Hurst and Ng have never tendered repayment of the \$205,000 founder's loan.

9 112. But Hurst did not stop there. Aware of the weakness of his legal position, Hurst at-
10 tempted to distance himself from the dispute with Freeman. Hurst had Savant Addiction retain a
11 friendly trustee, Russell Burbank, to wind down the entity and while doing so to decide any claims
12 in Hurst's favor.

13 113. In a February 19, 2022 email that Hurst surreptitiously sent to a chosen group of
14 Savant members, he acknowledged that Burbank had been appointed to address the so-called
15 "Scott issue." Contrary to Hurst's public announcement of Mr. Burbank's independence, Hurst ex-
16 plained that Burbank was picked to decide Freeman's claim to the 5,000,000 MindMed shares and
17 that his decision on this issue was already baked in:

18 The only liabilities owed by SAM are notes payable to Scott, for which
19 payment has been tendered but he has refused to accept, maintaining a claim
20 against SAM (and all its members) for an additional 5 million MindMed
21 shares. This claim will now be resolved by the trustee as I am no longer the
22 decision maker for SAM. Since Scott appears to be confusing the business
of Savant with some personal gripe he has with me, ***I believe the best result
will be reached for all members by having the trustee resolve any out-
standing issues with Scott.***

23 (Emphasis added.)

24 114. When Freeman learned why Burbank had been retained, he brought Burbank's lack
25 of independence to the attention of Savant Addiction's outside counsel, Ng and Olson. In corre-
26 spondence, they did not deny that Hurst had sent the aforementioned email and that Burbank had
27 been retained to decide Freeman's claim against him. Rather, they shrugged off Burbank's com-
28

1 promised nature by claiming that Freeman was merely “slinging mud.” In so doing, they reaf-
2 firmed that they would serve Hurst’s interests and that Savant Addiction would not honor the
3 agreement Hurst reached with Freeman.

4 115. Predictably, Burbank has acted loyally to Hurst since his appointment, including by
5 denying the existence of Freeman’s claim.

6 116. Burbank’s lack of independence is evident in other ways as well. Freeman has re-
7 peatedly asked to review the books and records of Savant Addiction to be able to audit them and
8 ensure a proper accounting. Hurst previously had agreed to provide access to the books and rec-
9 ords but for over a year has delayed the request because an audit supposedly needed to be done
10 first. The audit is apparently complete, but the books are still being sequestered.

11 117. Hurst has refused to turn over the books and records on the purported basis that
12 Burbank’s appointment will constitute an independent audit. In other words, Hurst is using Bur-
13 bank as a tool to withhold evidence relating to his self-dealing.

14 118. In just one example of what access to the books and records could uncover, Free-
15 man has learned that in May 2020, Hurst called Belga to apologize for the way things ended and
16 for the fact that he did not receive anything for his fundraising efforts. Hurst told Belga he was go-
17 ing to give Belga some of Hurst’s stock in Savant Inc. In the agreement forwarded to Belga in
18 May 2020 for signature but dated on October 28, 2019 by Savant counsel Alex Houle, the stock
19 options were backdated to February 26, 2019 and were granted by Savant Inc., itself, rather than as
20 a gift from Hurst’s own stock. The options are equivalent to about 40,000 shares of MindMed.

21 119. Hurst and Houle were aware that the date on the options was incorrect, that back-
22 dating stock options is not permissible, and that issuing new stock options from Savant Inc. rather
23 than gifting Hurst’s shares had the effect of diluting the stock of the other Savant Inc. sharehold-
24 ers. Hurst and Houle were also aware that Hurst did not present the agreement to the shareholders
25 for approval, as Hurst and Savant counsel would later claim was necessary in their scheme to re-
26 nege on Freeman’s accord and satisfaction.

27 120. Further, Freeman has written to Savant’s counsel and Burbank about the
28

1 Hurst/Turnbull/Ceruvia relationship discussed below and the potential self-dealing. An independ-
2 ent trustee would plainly understand the need to investigate these serious allegations. But rather
3 than conduct any type investigating, however, Burbank has taken Hurst's direction and ordered
4 Freeman to cease and desist. All requests to have direct discussions with Burbank have been de-
5 nied and referred to Savant counsel Olson.

6 121. Further, although most of the MindMed shares in Savant Holdings were finally dis-
7 tributed in June 2022, after Hurst had held the shares through two MindMed annual shareholder
8 meetings, none of the 5,500,000 shares in Savant Inc. have been released.

9 122. Savant Inc. is a Delaware corporation which under Delaware law requires an an-
10 nual shareholders meeting and shareholder vote for the board of directors. Hurst has disregarded
11 the corporate form, however, and failed to hold the required annual meeting and shareholder vote.
12 Upon information and belief, Savant Inc.'s board is appointed by Hurst, and MindMed shares be-
13 longing to Savant Inc. have been sold to conduct business. Savant members have been in the dark
14 for years and those who have requested information have either been stonewalled or referred to
15 Savant counsel Ng, who has refused requests to enforce corporate governance. While Hurst has
16 been withholding the shares, Savant Inc. shareholders have collectively lost about \$20 million dol-
17 lars.

18 123. In addition, since Burbank has become trustee of Savant Holdings, Savant has lost
19 its board seat on the MindMed board of directors due to Hurst's midterm resignation in January
20 2022. The stock price has continued to plummet and questions about Hurst's resignation remain
21 unanswered.

22 124. Furthermore Hurst, Burbank, and Savant counsel Ng and Olson prevented Savant
23 members—the majority-in-interest of which could have replaced Hurst because of their control-
24 ling stake in MindMed—from voting their shares at the MindMed annual meeting in June 2022.
25 Over the past six months, since Burbank's appointment, Savant members have collectively lost
26 \$40 million, in addition to losing over \$100 million under Hurst's stewardship.

27 125. The withholding of voting rights has continued. While the Savant majority-in-inter-
28 est still have the requisite 5% to get another board seat, Hurst and those acting under his direction

1 (Ng, Olsen, Burbank, and Forte) have continued to withhold 11,000,000 shares of members' vot-
2 ing rights, thus still preventing them from actively engaging the MindMed board of directors as
3 the stock price continues to drop.

4 126. Because Hurst, Burbank, and Savant Addiction's counsel have not adequately re-
5 sponded to Freeman's claims and instead have acquiesced in Hurst's scheme, Freeman has had to
6 retain counsel to file this complaint.

7 **D. Scheme 3: Hurst Refuses to Dissolve the Savant Entities**

8 127. What makes Hurst's attempt to conceal his misconduct using Burbank so pernicious
9 is that prior to Burbank's appointment, Hurst repeatedly refused to wind down the Savant
10 Entities. Not only was this how Hurst was able to maintain control over both Savant and
11 MindMed, but it separately injured Savant's members because it prevented them from exercising
12 the rights to vote their shares, and since Freeman had a beneficial ownership in MindMed of over
13 5%, he could have become a board member. Further, it prevented members from selling their
14 MindMed shares either on the primary market (NASDAQ) or secondary market (investment
15 funds).

16 128. Under the Savant Holdings Operating Agreement, Hurst cannot be removed as
17 managing member without Hurst's own assent. Similarly, the Savant Addiction Operating Agree-
18 ment provides no mechanism for removing Savant Holdings as managing member without Savant
19 Holdings' (and therefore, Hurst's) assent.

20 129. The only way for the members to rein in Hurst and assert their right to control their
21 investment would have been to dissolve Savant Holdings and Savant Addiction. Dissolution
22 would have resulted in the distribution of the MindMed shares to the Savant equity-holders,
23 thereby allowing them to directly oversee their investment in MindMed, rather than rely on Hurst
24 to comply with the Operating Agreement (which he has not done), and to act in their best interests.

25 130. The Savant Holdings and Savant Addiction Operating Agreements provide for dis-
26 solution under the very circumstances at issue here.

27 131. Sections 11.01 of both the HWP LLC Operating Agreement and the Savant Addic-
28 tion Operating Agreement are identical and provide that each company

1 shall be dissolved and its affairs wound up only upon the occurrence of any
2 of the following events: (a) The determination of a majority in interest of
3 the Members to dissolve the Company; (b) The sale, exchange, involuntary
4 conversion, or other disposition or Transfer of all or substantially all the
5 assets of the Company; or (c) The entry of a decree of judicial dissolution
6 under § 18-802 of the Delaware [Limited Liability Company] Act.

7 132. Section 18-802 of the Delaware LLC Act provides that a member may seek disso-
8 lution of a limited liability company “whenever it is not reasonably practicable to carry on the
9 business in conformity with a limited liability company agreement.”

10 133. Savant Holdings’ purpose is to “engage in (i) the holding of equities in operating
11 subsidiaries (the ‘Business’) and (ii) any and all activities necessary or incidental thereto.” Savant
12 Addiction exchanged the 18-MC Assets for 55 million MindMed shares and is now simply a pas-
13 sive investment vehicle under Mr. Hurst’s control. Savant Inc. no longer performs any function, as
14 the work on the 18-MC Project that it previously managed is now performed by MindMed. Fol-
15 lowing the sale of Savant Addiction’s 18-MC Assets, the “subsidiaries” no longer operated or en-
16 gaged in any “Business.”

17 134. Since Hurst would not dissolve the Savant Entities upon the closing of the
18 MindMed transaction, the members took it on themselves to do so. In October 2020, a majority of
19 the membership interests in Savant Holdings signed a written resolution mandating the dissolution
20 of the entity. Hurst insisted, however, that the exercise of the dissolution right was invalid. In
21 breach of the operating agreements, Hurst refused to dissolve the companies.

22 135. Further, in October 2020, Freeman and Hurst reached an agreement to transfer all
23 MindMed shares to Savant members, both locked and unlocked, as long as Freeman paid \$20,000
24 in attorney fees to facilitate the transaction, which Freeman promptly did.

25 136. Freeman’s attorney wrote to Savant’s counsel Ng about the validity of the dissolu-
26 tion agreement. In an October 6, 2020 email response, Ng stated he had not reached a determina-
27 tion about the validity of the dissolution agreement. Nevertheless, he represented that this issue
28 was immaterial since all shares would be promptly distributed to the members in accordance with
the Hurst/Freeman transfer agreement:

We have not reached a conclusion as to the notice. However, we are none-
theless proceeding to facilitate the distribution of the MindMed shares to

1 the LLC members since, as Steve mentioned on the call, even he is inter-
2 ested in getting things resolved and ultimately wrapped up due to the heavy
3 administrative burden. As things stand right now, we plan to follow Peter's
4 lead as described in his email on Sunday and hopefully we can all get the
5 distribution moving in the timeline and manner he discussed.

6 137. Of course, this was another delay tactic. Instead of releasing the MindMed shares to
7 Savant's members as agreed, Hurst retained control over the MindMed shares and the power to
8 vote them for as long as he could. And after it became apparent that he would need to relinquish
9 control because of the pressure that Freeman and other members were exerting to force a distribu-
10 tion, he appointed Burbank to conceal his longstanding misconduct.

11 138. As described above, this maneuvering has cost Savant members a board seat with
12 the member of their choosing and over \$100 million in the loss of their investment with Savant.

13 **E. Scheme 4: Hurst Diverts BOL-148 to Ceruvia**

14 139. As with the other schemes, the BOL-148 gambit described below was based on
15 Hurst's control over Savant and his ability to withhold information from and bully Savant mem-
16 bers. Hurst used this power to divert the opportunity to develop BOL-148 to another company for
17 his personal gain.

18 140. BOL-148 has immense therapeutic value because it is a derivative (congener) of
19 LSD that does not cause hallucination. Dr. R. Andrew Sewell conducted a study of patients with
20 cluster headaches and found that LSD and psilocybin are better than standard drugs at treating
21 cluster headaches. Sewell also studied BOL-148 and found it was effective in cluster headaches
22 and filed a patent. In other words, cluster headaches could be treated by an LSD congener that did
23 have a hallucinogenic side effect.

24 141. Savant began a program to develop BOL-148, which included a draft licensing
25 agreement for the Sewell patent, small amounts of BOL-148, and a clinical development plan. Ad-
26 ditionally, Savant had a meeting with Teva Pharmaceutical to discuss partnering the BOL-148 pro-
27 gram with them.

28 142. While Savant's plans were hampered by lack of funds, the Savant members always
understood that BOL-148 was among its assets.

1 143. In 2015 or 2016, Freeman asked Hurst about the status of BOL-148 and the licens-
2 ing of the Sewell patent. In response, Hurst revealed that Savant had not paid the drug's \$50,000
3 license fee and the license now belonged to defendant Turnbull, a Savant Addiction Medicine
4 member, and his company, Ceruvia Lifesciences.

5 144. Freeman was initially taken aback by this news. The only way that Turnbull would
6 have known about the existence of the Sewell patent license would have been if he had learned it
7 from Hurst. To the extent Hurst was going to discuss the patent with Turnbull, a member of Savant
8 Addiction Medicine, it should have been subject to a non-disclosure agreement that would have
9 prevented Turnbull from cutting Savant out.

10 145. Additionally, even if Savant did not have \$50,000 in cash on hand, Hurst should
11 have come to Freeman and the other Savant members to ask for the \$50,000 before making the de-
12 cision to gift the patent to Turnbull for zero compensation. Freeman had already loaned Savant en-
13 tities \$800,000 and under the circumstances would have loaned an additional \$50,000 to protect
14 something so valuable as the intellectual property to BOL-148. The operating agreements mandate
15 that the managing member come to members before making material decisions or selling assets.

16 146. However, Hurst assured Freeman that it was still a Savant project and the company
17 would be working alongside Turnbull once there was any progress with the drug's development.
18 At the time, Freeman trusted Hurst and thus he reasonably believed Hurst's representation that
19 BOL-148 was still a Savant project. He would later learn that Hurst was deceiving him.

20 147. On information and belief, Hurst actively worked for Turnbull/Ceruvia while Hurst
21 was Chairman/CEO of MindMed and CEO of Savant, sometime between 2016 to at least the fall
22 of 2019. This included assisting Ceruvia, a competitor, in filing FDA documents. Hurst continued
23 to represent that he was working with Turnbull entities under the guise that this was a collabora-
24 tive effort between Savant and Ceruvia, and the fruits of his labor would become Savant or
25 MindMed property. This again was a lie.

26 148. Over this period, Hurst helped Ceruvia in other ways. He put the company in touch
27 with Dr. Matthias Liechti, a MindMed consultant in Switzerland, by MindMed consultants/em-
28 ployees, so that Turnbull's company could work with Dr. Liechti on BOL-148.

1 149. Hurst also hired personnel at MindMed who were current and former employees of
2 Turnbull working on the BOL-148 program and possibly the LSD program at both companies, in-
3 cluding Kathleen Monroe (now Ceruvia's COO), Jeanne Bonnelle (head of Ceruvia's quality con-
4 trol and CMC), Don Gelhert (Savant Scientific Officer and Ceruvia consultant), Judy Ashworth (in
5 charge of clinical and regulatory strategy at Ceruvia and MindMed), and Jack Henningfield (an
6 advisor on regulatory affairs at Ceruvia and MindMed).

7 150. These Ceruvia consultants/employees controlled the destiny of key MindMed drug
8 development programs. Accordingly, conflicted employees were making critical decisions, which
9 potentially slowed the clinical development of MindMed's pipeline.

10 151. In or around November 2019, Freeman became aware that Turnbull/Ceruvia was
11 publicly representing that it was engaged in clinical trials on BOL-148 for the treatment of mi-
12 graines, cluster headaches, opioid use disorder, and alcohol use disorder. This was directly at odds
13 with what Hurst had represented to him about Savant benefitting from any work Ceruvia did on
14 BOL-148. He notified Rahm and Latchman, and the three of them confronted Hurst about why
15 MindMed's CEO was working with a competitor.

16 152. Hurst told Latchman, Rahm and Freeman that Savant projects like BOL-148 and
17 Ceruvia projects on psilocybin for alcoholism would be coming to MindMed under Savant's col-
18 laboration with Ceruvia. In other words, he repeated the false claim that he had previously made to
19 Freeman.

20 153. Freeman then spoke to Hurst privately and asked why he was working with a com-
21 petitor company. Hurst responded that "Carey is my partner like you." Freeman then told Hurst
22 that it was a conflict of interest to be CEO of both Savant and MindMed and also partnering with
23 another company developing the exact same drugs as Savant/MindMed. Freeman further told
24 Hurst he had to make a choice either to be CEO of Savant/MindMed or resign and work at Ceru-
25 via.

26 **F. Scheme 5: The Criminal Enterprise**

27 154. After Freeman confronted Hurst about Hurst's conflict of interest in partnering with
28 Turnbull while acting as the CEO/Chairman of MindMed/Savant, Hurst could have resigned from

1 MindMed/Savant, kept his MindMed founders' stock, and worked with Turnbull/Ceruvia. Not
2 only did Hurst fail to relent, but he doubled down on surreptitiously assisting Ceruvia at the ex-
3 pense of MindMed.

4 155. Hurst coordinated with Turnbull and his companies, CH-TAC and Ceruvia, to com-
5 mit the wrongful acts described above against Belga, Freeman, Rahn, Latchman, Savant members
6 and MindMed shareholders with the purpose of maintaining Hurst's "steel grip" on Sa-
7 vant/MindMed and misappropriating intellectual property from Savant and MindMed.

8 156. In schemes 1-4 described above, predicate acts of fraud were used to gain control
9 of Savant/MindMed to transfer intellectual property to CH-TAC/Ceruvia.

10 a. Hurst transferred Savant's BOL-148 program to Turnbull under the guise
11 that it was a joint development.

12 b. Hurst used Belga to raise money but rather than diluting his "iron-fist" con-
13 trol over Savant by making Belga CEO and giving him a 20% stake under the terms of the
14 contract, he dismissed Belga.

15 c. Hurst misled MindMed investors Rahn and Latchman about the quality of
16 18-MC so that Savant would get 55,000,000 shares of MindMed compared to the inves-
17 tors' 35,000,000 shares, thus giving Savant (Hurst) board control.

18 d. Hurst ignored the Savant operating agreement and tied up the MindMed
19 shares in Savant Addiction Medicine so that as managing member he could appoint himself
20 Chairman/CEO of MindMed and vote the Savant "voting block" which controlled the
21 MindMed Board of Directors.

22 e. Hurst converted the MindMed common shares to Multiple Voting Shares, at
23 100:1 ratio, to further prevent MindMed shareholders from gaining access to their shares.

24 f. Hurst agreed to settle Savant's past-due debts on the Freeman loan with
25 5,000,000 MindMed shares as a carrot to string Freeman along and to prevent him from
26 objecting to Hurst's misconduct, but then reneged when Freeman would not agree to
27 simply let Hurst vote Freeman's shares indefinitely.

28 g. Hurst continued to work with CH-TAC/Ceruvia as CEO/Chairman of

1 MindMed under the guise of BOL-148 being a joint development program between Sa-
2 vant/CH-TAC/Ceruvia.

3 h. Hurst as CEO/Chairman of MindMed commingled five Ceruvia employ-
4 ees/consultants with MindMed personnel. As will be described below, the commingling of
5 assets/personnel with Ceruvia led to MindMed giving up its BOL-148 program to Ceruvia
6 and MindMed giving Ceruvia intellectual property and manufacturing rights to LSD.

7 157. Thus, the culmination of Hurst's enterprise was to loot Savant and MindMed's
8 BOL-148 and LSD intellectual property and give it to Ceruvia, a company in which he and Turn-
9 bull could continue to exercise control over after his ouster from MindMed.

10 158. The ultimate prize in the scheme was gaining control of MindMed's intellectual
11 property, since Hurst as a patent attorney understood that MindMed's drugs (LSD and BOL-148)
12 would become very valuable, and as MindMed spent hundreds of millions of dollars for clinical
13 drug development, they would eventually have to buy back their intellectual property rights or ac-
14 quire Ceruvia.

15 159. In April 2020, Hurst announced internally that MindMed should discontinue its ef-
16 forts to find independent manufacturers to acquire pharmaceutical grade LSD to use in clinical tri-
17 als. According to Hurst, MindMed could obtain access to LSD from Ceruvia because it has LSD
18 manufacturing technology but "isn't interested in LSD." He guaranteed that Onyx, Ceruvia's con-
19 tract manufacturer, could produce the LSD in time to maintain MindMed's LSD clinical trial start
20 dates and in the process halted any efforts by Freeman/Rahn to find other potential LSD manufac-
21 turing sources.

22 160. While Hurst/MindMed did not reach a deal with Ceruvia at that time for LSD man-
23 ufacturing rights from its manufacturer, Onyx, as was later learned by Freeman, Hurst continued to
24 slow-play MindMed's efforts to acquire LSD. In so doing, he jeopardized the start date for clinical
25 trials that were set to begin by the end of the year because MindMed's manufacturing of LSD by
26 Onyx had stalled. Hurst knew for months that LSD manufacturing was problematic but did noth-
27 ing to mitigate the risk by looking for another manufacturer.

28 161. By November 2020, this self-created situation had become a crisis for MindMed

1 since it needed LSD to conduct clinical trials. This desperate need for pharmaceutical grade LSD
2 also created an opportunity for Hurst to lock-in certain of the gains he had already achieved for
3 Ceruvia.

4 162. In November 2020, Hurst told the MindMed Executive Committee and subse-
5 quently the Board that getting pharmaceutical grade LSD was not possible and, because LSD was
6 MindMed's flagship drug, MindMed would thus fail if pharmaceutical LSD wasn't immediately
7 obtained.

8 163. Despite the conflict of interest, Hurst reached an agreement in principle with
9 Turnbull to acquire 50 grams of pharmaceutical grade LSD. Turnbull, who was using the same
10 manufacturer, Onyx, was going to start a manufacturing run on or about November 16, 2019. Alt-
11 hough Hurst had claimed Ceruvia wasn't interested in LSD, in fact that was a lie. In exchange,
12 MindMed would: (1) pay \$300,000 to Ceruvia; (2) agree not to manufacture BOL-148 or compete
13 with Ceruvia on the development of BOL-148 for regulatory approval; and (3) agree not to assert
14 any future LSD patent intellectual property rights against Ceruvia, such that Ceruvia's rights to
15 manufacture or sell LSD would remain unchanged.

16 164. This one-sided transaction was a catastrophe for MindMed because it gave a com-
17 petitor (Ceruvia) the perpetual right to manufacture, develop and sell BOL-148 and LSD. Never-
18 theless, MindMed had no choice but to agree to the deal because it was boxed into a corner by
19 Hurst/Turnbull since it had no other source for pharmaceutical grade LSD that could produce suf-
20 ficient quantities to permit the trials to go forward. Hurst gave the Board twenty-four hours to
21 agree to the terms he alone negotiated with Carey Turnbull, his long-time associate and Savant
22 Addiction Medicine member and one-time employer. According to Hurst, there was no ability to
23 negotiate the one-side deal. Hurst was the only MindMed employee directly negotiating with
24 Turnbull in a non-arm's length transaction. As Hurst told Rahn, who questioned the one-sidedness
25 of the deal, take it as is or the "deal is off."

26 165. In or around November 14, 2020, at an emergency board meeting, MindMed
27 agreed to the "gun-to-the-head" deal with Ceruvia.

28 166. Hurst's relationship with Ceruvia eventually became too much for MindMed to

1 bear. In February 2020, Hurst resigned as CEO/Chairman of MindMed but remained as a director,
2 and Perry Dellelce became Chairman. On information and belief, Dellelce was aware of Hurst's
3 relationship with Ceruvia and forced Hurst out because of Hurst's self-dealing.

4 167. But by that time the damage had been done, and why Dellelce as chairman took no
5 further action remains unclear.

6 168. Further, still in control of the shares belonging to Freeman and the other Savant
7 members, Hurst used Savant's voting rights for the 55,000,000 shares to negotiate a severance
8 agreement when he stepped down as chairman/CEO of Savant, whereby Hurst agreed to vote the
9 shares with management at the shareholders meeting in May 2020. These votes were important
10 since they represented about 17% of MindMed outstanding shares. A quorum for the shareholders
11 meeting required 33% and at that meeting 37% of shares were voted. In other words, had Hurst
12 withheld the MindMed shares, there would not have been a quorum, or if he used the shares to
13 vote against management it could have been a close election. This demonstrates the enormous
14 power of the Savant voting block and Hurst's ability to commingle MindMed assets and personnel
15 with Turnbull companies/Ceruvia for the benefit of the Hurst/Turnbull/Ceruvia enterprise.

16 169. Hurst acknowledged this power in his September 9, 2020 email to Freeman, which
17 shows why Hurst would not release the MindMed shares to Savant members and tried to hold
18 Freeman's 5,000,000 share loan payoff hostage:

19 So as I understand the situation, even though the Savant block is not a ma-
20 jority, as votes go in Canada I've been told that a 20% block generally con-
21 trols the outcome of a shareholder vote, which means that Savant likely now
22 controls the board membership and any other issue that might require a
shareholder vote in the future. And on most issues I think JR would vote
with Savant, giving us a lock. ***Once the shares are distributed, unless there
is a voting rights agreement we likely give up that control.***

23 (Emphasis added.)

24 170. In August 2021 Freeman for the first time found the proof on Ceruvia's website
25 that Ceruvia is a "shadow company" to MindMed, developing the same drugs (psilocybin, LSD,
26 BOL-148) and sharing five employees. Hurst/Turnbull own the IP rights for LSD. So even once
27 MindMed spends hundreds of millions of dollars to obtain FDA approval for LSD, Hurst/Turnbull
28

1 can either sell LSD through Ceruvia or sell MindMed back its intellectual property rights, which
2 could then be worth close to \$1 billion.

3 171. The value of the intellectual property following FDA approval is far from hypothet-
4 ical. Rob Barrow, the CEO of MindMed, gave an interview to Forbes magazine in June 2021,
5 while Hurst and Dellelce were directors at MindMed. In the interview, Barrow touted the “block-
6 buster” potential of BOL-148, a non-hallucinogenic version of LSD and a drug that Sa-
7 vant/MindMed had given its IP rights to Ceruvia.

8 172. He is quoted as saying; “The question is open: do you need the trip or not? There
9 are a lot of assumptions and we still need more data to objectively determine if we do or don’t,” he
10 says. “We have an inherent need to understand it, if we could turn LSD or psilocybin into a drug
11 that doesn’t make you trip for eight hours, we have a blockbuster in the making with tolerable side
12 effects,” he said.

13 173. In September 2021, Freeman wrote to the MindMed Board exposing this conflict
14 between Hurst and Turnbull/Ceruvia, and within months Hurst (a board member), Dellelce (Chair-
15 man of the Board), and Gehlert (Chief Science Officer) all resigned from their positions.

16 174. Using his control of the 55 million-share Savant voting bloc, Hurst controlled
17 MindMed. Hurst’s activities, mismanagement and malfeasance are therefore responsible for
18 MindMed performance, including the direct loss to Savant members of their voting rights—which
19 they could have exercised to appoint an unconflicted steward and avoid losses of over \$100 mil-
20 lion dollars in the past 18 months.

21 **FIRST CLAIM FOR RELIEF**
22 **DECLARATORY JUDGMENT (ALL DEFENDANTS)**

23 175. Plaintiff incorporates the foregoing allegations in this claim.

24 176. An actual legal controversy exists between plaintiff and defendants, including as to

25 a. whether plaintiff is owed membership interests in MindMed pursuant to an
26 accord and satisfaction, loan agreement, or other contract;

27 b. whether defendants have committed racketeering acts under the laws of the
28 United States, the State of California, or any other state;

1 c. whether defendants are alter egos of one another; in particular whether
2 Hurst is the alter ego of Savant Addiction, and whether Turnbull and Hurst are the alter
3 egos of Ceruvia.

4 177. Plaintiff and defendants have adverse legal positions with respect to their existing
5 legal controversy, and plaintiff has a legally protectable interest as to whether it is entitled to relief
6 under the contract or as a member of Savant Holdings and Savant Inc.

7 178. The existing legal controversy between plaintiff and defendants is ripe for judicial
8 determination.

9 179. As a result of the parties' dispute, plaintiff seeks a declaratory judgment from this
10 Court declaring that plaintiff is entitled to enforce his right to membership interests in MindMed
11 and Savant Addiction and to obtain damages.

12 **SECOND CLAIM FOR RELIEF**
13 **BREACH OF CONTRACT (FREEMAN V. HURST, SAVANT ADDICTION)**

14 180. Plaintiff incorporates the foregoing allegations in this claim.

15 181. Freeman and Savant Addiction, as the alter ego of Hurst, entered into a valid and
16 existing contract with respect to a settlement of loans, constituting an accord and satisfaction of
17 the original loans of HPW Inc. and Savant Holdings, if paid.

18 182. Freeman performed under the contract by (1) covenanting not to bring a claim
19 against Savant under the original loans, (2) paying for and facilitating the reconversion of the mul-
20 tiple voting shares into common shares and their distribution to Freeman in his name, and (3) re-
21 fraining from enforcing the executory accord until Hurst and Savant Addiction defaulted on their
22 obligations under the accord.

23 183. Alternatively, Belga was excused from performance because Hurst anticipatorily
24 breached the agreement in July 2021, when through Savant's counsel Hurst indicated that he con-
25 sidered the agreement invalid.

26 184. Savant Addiction, as the alter ego of Hurst, breached the agreement in failing to
27 provide the promised shares of MindMed.

28

1 185. As a direct and proximate result of defendants' breach, plaintiff has suffered gen-
2 eral and special damages in excess of \$15,000.

3 186. Plaintiff is also entitled to specific performance of the agreement. If the shares
4 have been alienated, plaintiff is entitled to trace the proceeds and impose a constructive trust on
5 Hurst and any other transferee of the 55 million MindMed shares distributed by Hurst or Savant
6 Addiction.

7 187. Plaintiff has also been forced to retain counsel to pursue this action and has in-
8 curred attorney's fees as a result of defendants' breach.

9 **THIRD CLAIM FOR RELIEF**
10 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**
11 **(FREEMAN V. HURST, SAVANT ADDICTION)**

12 188. Plaintiff incorporates the foregoing allegations in this claim.

13 189. The law implies into each contract or agreement a covenant of good faith and fair
14 dealing.

15 190. The accord and satisfaction in settlement of Freeman's loans includes an implied, if
16 not express, covenant of good faith and fair dealing.

17 191. The acts and omissions of defendant Savant Addiction, as alter ego of Hurst, as de-
18 scribed above—including but not limited to (1) converting the 55 million Class A common shares
19 (including the 5 million owed to Freeman) to multiple voting shares, (2) failing to obtain any au-
20 thorizations necessary to effectuate the agreement and distribution of shares, and failing to put the
21 loan modification to a vote of the members, (3) after Hurst's own unexcused delays for over a
22 year, attempting to renegotiate the number of shares based on the increased share price, and (4) re-
23 taliating against Freeman for seeking to exercise his voting rights in the shares due to be distrib-

24 192. In addition, there is a special relationship of trust or a fiduciary relationship be-
25 tween Freeman and Hurst. Freeman and Hurst have been partners for more than a decade, and
26 Freeman has always trusted Hurst to act in Freeman's best interest because of their common (and
27 at times nearly identical) equity in the Savant entities. Freeman could not have anticipated that
28

1 Hurst's interest in Ceruvia would cause Hurst to act in Ceruvia's best interests rather than Free-
2 man's.

3 193. The breach of this special relationship of trust is tortious bad faith.

4 194. As a sole, direct and proximate result of the foregoing, plaintiff has been damaged
5 in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

6 195. Plaintiff has also been forced to retain counsel to pursue this action and has in-
7 curred attorney's fees as a result of defendants' breach.

8 **FOURTH ALTERNATIVE CLAIM FOR RELIEF**
9 **UNJUST ENRICHMENT**
10 **(FREEMAN V. HURST, SAVANT ADDICTION)**

11 196. Plaintiff incorporates the foregoing allegations in this claim.

12 197. Plaintiff has not been paid for the amount it has enriched defendants, including (1)
13 the loans and other contributions by plaintiff that enabled Savant Addiction to develop MC-18 for
14 sale to MindMed; and (2) plaintiff's forbearance in not bringing an action to enforce the loan
15 agreements or, during the pendency of the lock-out period, the accord and satisfaction.

16 198. In the event that Freeman is found not to have an enforceable contract, defendants
17 have been unjustly enriched by plaintiff.

18 199. Plaintiff is entitled to compensation for the amount defendants have been unjustly
19 enriched and is entitled to punitive damages.

20 200. If the shares representing the value of plaintiff's contribution have been alienated,
21 plaintiff is entitled to trace the proceeds and impose a constructive trust on Hurst and any other
22 transferee of the 55 million MindMed shares distributed by Hurst or Savant Addiction.

23 201. Plaintiff has also been forced to retain counsel to pursue this action and has in-
24 curred attorney's fees as a result of defendants' actions.

25 **FIFTH CLAIM FOR RELIEF**
26 **PROMISSORY OR EQUITABLE ESTOPPEL**
27 **(FREEMAN V. HURST, SAVANT ADDICTION)**

28 202. Plaintiff incorporates the foregoing allegations in this claim.

203. Savant Addiction, as alter ego of Hurst, was apprised of the true facts when Hurst
promised plaintiff that it would settle plaintiff's loans for a distribution of 5 million MindMed

1 Class A shares.

2 204. Hurst intended that his conduct would be acted upon. Indeed, Hurst wanted to pla-
3 cate plaintiff so that plaintiff would not pursue a lawsuit or other claim just as Hurst was consoli-
4 dating power over MindMed. That is why Hurst continued to reinforce the promise for months af-
5 ter it was made.

6 205. Plaintiff was ignorant of the true state of facts—that Hurst did not intend to honor
7 the promise and intended to, for the first time, suggest that he could not proceed without share-
8 holder approval and the drop in stock price more than a year after the promise would warrant a re-
9 negotiation.

10 206. Plaintiff relied to his detriment on Hurst’s words and conduct, allowing Hurst to ex-
11 ercise control over Savant Addiction with the promise that Hurst would ultimately distribute plain-
12 tiff’s shares.

13 207. As a sole, direct and proximate result of the foregoing, plaintiff has been damaged
14 in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

15 208. Plaintiff has also been forced to retain counsel to pursue this action and has in-
16 curred attorney’s fees as a result of defendants’ actions.

17
18 **SIXTH CLAIM FOR RELIEF**
BREACH OF CONTRACT (BELGA V. HURST, SAVANT ADDICTION)

19 209. Plaintiff incorporates the foregoing allegations in this claim.

20 210. Belga and Savant Addiction, as the alter ego of Hurst, entered into a valid and ex-
21 isting contract with respect to fundraising for Savant.

22 211. Belga performed under the contract by securing more than \$5 million in fundrais-
23 ing, including through the opportunities that led to the financing of Savant Addiction’s reverse
24 takeover of MindMed.

25 212. Alternatively, Belga was excused from performance because Hurst’s usurping of
26 the opportunity and signing the financing agreement made it impossible for Belga to perform.

27 213. Savant Addiction, as the alter ego of Hurst, breached the agreement in failing to
28 provide the promised equity, position, title, and salary.

1 214. As a direct and proximate result of defendants’ breach, plaintiff has suffered gen-
2 eral and special damages in excess of \$15,000.

3 215. Plaintiff has also been forced to retain counsel to pursue this action and has in-
4 curred attorney’s fees as a result of defendants’ breach.

5 **SEVENTH CLAIM FOR RELIEF**
6 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**
7 **(BELGA V. HURST, SAVANT ADDICTION)**

8 216. Plaintiff incorporates the foregoing allegations in this claim.

9 217. The law implies into each contract or agreement a covenant of good faith and fair
10 dealing.

11 218. The fundraising agreement includes an implied, if not express, covenant of good
12 faith and fair dealing.

13 219. The acts and omissions of defendant Savant Addiction, as alter ego of Hurst, as de-
14 scribed above—including, but not limited to, stepping in to finalize the financing deal that Belga
15 initiated and that would not have been possible but for Belga’s diligent fundraising efforts—have
16 deprived plaintiff of the benefits that plaintiff bargained for.

17 220. In addition, there is a special relationship of trust or a fiduciary relationship be-
18 tween Belga and Hurst. Belga had an expectation that Hurst would cooperate in allowing Belga to
19 earn his equity in Savant Addiction and step into the CEO role. Hurst had an obligation not to
20 place his own interests above Belga’s or to in any way thwart or undermine Belga from counting
21 his fundraising efforts toward the \$5 million needed to obtain the 20% equity interest and the \$2
22 million needed to become CEO.

23 221. The breach of this special relationship of trust is tortious bad faith.

24 222. Hurst’s actions with respect to Ceruvia and in failing to put the loan modification to
25 a vote of the members, have deprived Plaintiff of benefits that Plaintiff had bargained for.

26 223. As a sole, direct and proximate result of the foregoing, Plaintiff has been damaged
27 in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

28 224. Plaintiff has also been forced to retain counsel to pursue this action and has in-
curred attorney’s fees as a result of defendants’ breach.

1 **EIGHTH ALTERNATIVE CLAIM FOR RELIEF**
2 **UNJUST ENRICHMENT**
3 **(BELGA V. HURST, SAVANT ADDICTION)**

4 225. Plaintiff incorporates the foregoing allegations in this claim.

5 226. Plaintiff has not been paid for the amount it has enriched defendants, including the
6 labor and other services provided to secure fundraising for Savant.

7 227. In the event that Belga is found not to have an enforceable contract, defendants
8 have been unjustly enriched by plaintiff.

9 228. Plaintiff is entitled to compensation for the amount defendants have been unjustly
10 enriched and is entitled to punitive damages.

11 229. If the shares representing the value of plaintiff’s contribution have been alienated,
12 plaintiff is entitled to trace the proceeds and impose a constructive trust on Hurst and any other
13 transferee of the 55 million MindMed shares distributed by Hurst or Savant Addiction.

14 230. Plaintiff has also been forced to retain counsel to pursue this action and has in-
15 curred attorney’s fees as a result of defendants’ actions.

16 **NINTH CLAIM FOR RELIEF**
17 **PROMISSORY OR EQUITABLE ESTOPPEL**
18 **(BELGA V. HURST, SAVANT ADDICTION)**

19 231. Plaintiff incorporates the foregoing allegations in this claim.

20 232. Savant Addiction, as alter ego of Hurst, was apprised of the true facts when Hurst
21 promised plaintiff that it would provide Belga equity in the company and the role of CEO based
22 on his fundraising abilities.

23 233. Hurst intended that his conduct would be acted upon—*i.e.*, that Belga would actu-
24 ally expend substantial efforts and resources to raise funds for Savant.

25 234. Belga was ignorant of the true state of facts—that Hurst did not intend to honor the
26 promise and would simply give Belga nothing after a sustained and successful fundraising effort.

27 235. Plaintiff relied to his detriment on Hurst’s words and conduct, as he would not have
28 committed the time and resources toward locating valuable opportunities for Savant—ultimately
worth in excess of \$5 million—without compensation.

1 236. As a direct and proximate result of defendants' breach, plaintiff has suffered gen-
2 eral and special damages in excess of \$15,000, and punitive damages.

3 237. Plaintiff has also been forced to retain counsel to pursue this action and has in-
4 curred attorney's fees as a result of defendants' actions.

5
6 **TENTH CLAIM FOR RELIEF**
7 **CONVERSION (HURST, SAVANT ADDICTION)**

7 238. Plaintiff incorporates the foregoing allegations in this claim.

8 239. Plaintiff undisputedly has personal property rights in approximately 7 million
9 shares of MindMed Class A common stock, representing Freeman's equity interest in MindMed.
10 Plaintiff also has personal property rights in 5 million shares of MindMed Class A common stock
11 and, as Belga's assignee, in 20% of the membership interests in Savant; 11,000,000 MindMed
12 shares.

13 240. Savant Addiction, as alter ego of Hurst, committed a distinct act of dominion
14 wrongfully exerted over plaintiff's personal property, including the stocks and membership inter-
15 ests. In particular, Hurst has taken the voting rights and other intangible benefits of equity owner-
16 ship, converting them for his own use.

17 241. The act was in denial of, or inconsistent with, plaintiff's title or rights therein. In-
18 deed, the voting rights alone in Freeman's approximately 12 million shares would have been worth
19 at least \$4,620,000 at the time Hurst wrongfully converted those voting shares to himself.

20 242. The act was in derogation, exclusion, or defiance of plaintiff's title or rights in the
21 personal property.

22 243. As a sole, direct and proximate result of the foregoing, plaintiff has been damaged
23 in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

24 244. Plaintiff has also been forced to retain counsel to pursue this action and has in-
25 curred attorney's fees as a result of defendants' breach.

26
27 **ELEVENTH CLAIM FOR RELIEF**
28 **FRAUDULENT MISREPRESENTATION (HURST, SAVANT ADDICTION)**

28 245. Plaintiff incorporates the foregoing allegations in this claim.

1 246. Savant Addiction, as alter ego of Hurst, made false representations to Belga, includ-
2 ing that Belga would become CEO and claim a 20% equity ownership in Savant Addiction after
3 raising \$5 million; 20% equates to 11,000,000 MindMed shares of the 55,000,000 MindMed
4 shares Savant Addiction received. Hurst also falsely stated that the “planned” leadership of Savant
5 would include Belga as CEO.

6 247. Hurst also made false representations to Freeman, including specifically the offer in
7 June 2019 to settle his claims for nonpayment of his loans for 5 million MindMed shares, as dis-
8 cussed in multiple e-mails. In reality, Hurst intended only to expose Freeman to the downside risk
9 that the shares would become *less* valuable. Hurst also planned to unilaterally convert all 55 mil-
10 lion shares from MindMed to multiple voting shares rather than common shares. Hurst made vari-
11 ous excuses for why the distributions had to be postponed but had no intention of actually making
12 a distribution in Freeman’s name that would have jeopardized Hurst’s voting bloc and its concomi-
13 tant control over Savant and MindMed.

14 248. Hurst also falsely represented to Freeman that he could not approve the 5 million
15 shares without membership approval, despite a long history of other agreements Hurst entered into
16 without that approval—including the formation of MindMed itself—and despite Hurst’s role as
17 the alter ego of Savant Addiction and Savant Holdings.

18 249. While conspiring with Turnbull and Ceruvia, Hurst falsely represented that BOL-
19 148 was a joint development between Savant and Turnbull/Ceruvia and that the only reason for
20 Turnbull/Ceruvia’s involvement was because Savant did not have the resources to develop it. And
21 the reason that Hurst was working with Turnbull/Ceruvia was that the BOL-148 and other Ceruvia
22 studies were coming to MindMed since Savant was a development partner.

23 250. Defendants knew or believed that all of these representations were false, or else had
24 insufficient basis to make the representation.

25 251. Defendants intended to induce Belga to rely on the representation regarding consid-
26 eration for his fundraising.

27 252. Belga did so, justifiably, by performing the work he expected would yield a 20%
28 equity stake in Savant Addiction and the position of CEO.

1
2 253. Likewise, defendants intended to induce Freeman to rely on the misrepresentations.
3 That is why Hurst had no problem with Freeman paying Volk, MindMed’s counsel, \$20,000 to re-
4 convert shares, even though Hurst had no intention of distributing the 5 million shares to Freeman.
5 Defendants also intended to induce Freeman to rely on the misrepresentations about BOL-148 so
6 that Freeman would not raise the alarm to the board regarding Hurst’s and Turnbull’s conflicts of
7 interests.

8 254. Freeman in fact relied, justifiably, on defendants’ misrepresentations, to his detri-
9 ment.

10 255. Hurst back dated Savant HWP Inc. options and tendered them to Belga under the
11 guise that they were options from Hurst’s own shares.

12 256. As a sole, direct and proximate result of the foregoing, plaintiff has been damaged
13 in a sum in excess of \$15,000 and is entitled to punitive damages.

14 257. Plaintiff has also been forced to retain counsel to pursue this action and has in-
15 curred attorney’s fees as a result of defendants’ breach.

16
17 **TWELFTH CLAIM FOR RELIEF**
18 **BREACH OF FIDUCIARY DUTY AND DUTY OF LOYALTY (HURST)**

19 258. Plaintiff incorporates the foregoing allegations in this claim.

20 259. Hurst owes a fiduciary duty and duty of loyalty to plaintiff. These duties arise not
21 just from the operating agreements and the parties’ mutual service on the MindMed board of direc-
22 tors,⁵ but also from the parties’ longstanding partnership that predates even the formation of Sa-
23 vant’s operating agreements. Over the course of more than a decade, Freeman had come to trust
24 Hurst and rely on his judgment, expecting that Hurst would act in Freeman’s best interest and
25 those of Savant and MindMed.

26
27 ⁵ Unlike Delaware, Canada does not allow any “provision in a contract, the articles, the by-laws or a resolution
28 relieves a director or officer from the duty to act in accordance with this Act or the regulations or relieves them from
liability for a breach thereof,” Can. Bus. Corp. Act § 122(3), so directors are absolutely required to “act honestly and
in good faith with a view to the best interests of the corporation,” *id.* § 122(1)(a).

1 266. Additionally, Section 7.02(h) of the Savant Holdings Operating Agreement requires
2 written approval of a majority-in-interest of the Members as a prerequisite to the Managing Mem-
3 ber authorizing the Company to “enter into or effect any transaction or series of related transac-
4 tions involving the sale, lease, license, exchange or other disposition (including by merger, consol-
5 idation, sale of stock or sale of assets) by the Company of any assets, other than sales of inventory
6 in the course of business consistent with past practice.”

7 267. In authorizing Savant Addiction to enter into the Agreements, Mr. Hurst was acting
8 in his capacity as managing member of Savant Holdings and was therefore constrained by that en-
9 tity’s operating agreement. The Savant Holdings Operating Agreement makes clear that its manag-
10 ing member may not make any material change to the nature of the “Business” – *i.e.*, Savant Hold-
11 ings’ operating subsidiaries Savant Addiction and Savant Inc. – absent the written consent of at
12 least 51% of Savant Holdings’s members. The MindMed Transaction undoubtedly made material
13 changes to the “Business,” as it transferred the 18-MC Assets to MindMed. Indeed, while the op-
14 erating subsidiaries had once been responsible for developing the 18-MC Program, following the
15 MindMed Transaction, Savant Inc. serves no function whatsoever and Savant Addiction merely
16 holds 55 million shares of MindMed stock, to be voted as a bloc by Mr. Hurst. Mr. Hurst was
17 therefore required by Section 7.02(b) of the Operating Agreement to obtain written approval of a
18 majority-in-interest of Savant Holdings’ members prior to executing the Agreements. Mr. Hurst,
19 however, breached the HWP Operating Agreement by proceeding without the required member
20 consent.

21 268. Moreover, Section 7.02(h) does not differentiate between assets held directly or in-
22 directly by Savant Holdings. HWP indirectly owned the 18-MC Assets which were exchanged for
23 MindMed stock and, as the managing member of Savant Addiction, Savant Holdings effected the
24 transaction by which such assets were exchanged for the MindMed shares. Here too, Mr. Hurst
25 was required to obtain authorization from a majority-in-interest of Savant Holdings’ members
26 prior to authorizing the MindMed Transaction. But, in breach of the HWP Operating Agreement,
27 Mr. Hurst did not do so.

28 269. Mr. Hurst also authorized Savant Addiction to falsely represent in the MindMed

1 Agreements that it was fully authorized to enter into the Agreements and transfer the 18-MC As-
2 sets to MindMed.

3 270. In doing so, the Savant members only had a beneficial interest in their MindMed
4 shares being held by Savant.

5 271. Further the MindMed common shares were converted to Multiple Voting Shares.
6 These actions:

7 a. delayed Savant members from selling on public exchanges such as
8 NASDAQ because when shares unlocked, they still needed to be converted back to com-
9 mon shares, a complicated process that caused significant harm due to the rapid drop in
10 stock price under Hurst's mismanagement; and

11 b. prevented Savant members from selling locked MindMed shares to banks
12 and private equity funds during the lock-up period.

13 These delays cost Savant members millions of dollars since the stock price has been falling under
14 Hurst's mismanagement and commingling of Ceruvia/Savant/MindMed assets to the benefit of
15 Ceruvia.

16 272. Furthermore, Savant shareholders could not vote their MindMed shares and remove
17 Hurst as Chairman/CEO of MindMed to prevent his mismanagement. Nor could Savant members
18 vote their shares to install a board that represented their interests.

19 273. In particular, plaintiff could not vote his shares, as the largest MindMed share-
20 holder, to appoint or assume a board seat and protect his interests.

21 274. As a direct and proximate result of defendants' breach, plaintiff has suffered gen-
22 eral and special damages in excess of \$15,000, and is entitled to punitive damages.

23 275. Plaintiff has also been forced to retain counsel to pursue this action and has in-
24 curred attorney's fees as a result of defendants' breach.

25 **FOURTEENTH CLAIM FOR RELIEF**
26 **DILUTION (HURST, SAVANT ADDICTION)**

27 276. Plaintiff incorporates the foregoing allegations in this claim.
28

1 277. Savant Addiction, as the alter ego of Hurst, and Hurst as managing member of Sa-
2 vant Holdings and Savant Inc. had the power and obligation to ensure a proper accounting of the
3 books and records and an accurate total of a member’s membership interests or other assets in re-
4 lation to the overall equity.

5 278. Defendants improperly ignored that nearly 10% of the 55 million shares of
6 MindMed Class A stock should have been attributed to the Trust that were not. As a result, defend-
7 ants have diluted plaintiff, making the shares that he has from his equity contributions in Savant
8 Holdings and Savant Inc. less valuable.

9 279. As a corollary, plaintiff has also been improperly diluted in the exercise of voting
10 rights and the other rights of stock ownership. The voting rights alone in Freeman’s approximately
11 12 million shares would have been worth at least \$4,620,000 at the time Freeman was wrongfully
12 diluted.

13 280. Freeman’s MindMed shares represented a controlling interest in MindMed—over
14 5% of the outstanding shares—and thus he could have become or appointed a board member and
15 prevented Hurst’s mismanagement with commingling Ceruvia and MindMed assets.

16 281. Hurst’s control of Savant’s MindMed shares (voting bloc) and co-mingling of as-
17 sets with Ceruvia caused MindMed’s stock price to drop and cost Savant members tens of millions
18 of dollars, including the inability to:

- 19 a. sell MindMed shares on primary and secondary markets while the stock
20 price was high;
- 21 b. vote their MindMed shares to remove Hurst and prevent his mismanage-
22 ment;
- 23 c. vote for MindMed board members that represented their interests; and
- 24 d. allow Freeman, MindMed’s largest shareholder, to obtain a board seat to
25 represent his own interests.

26 282. If Savant members had been permitted to exercise the rights associated with their
27 beneficial ownership of their shares, they could have prevented the substantial harm caused by
28 Hurst’s mismanagement and co-mingling of Ceruvia and MindMed assets.

1 283. As a sole, direct and proximate result of the foregoing, plaintiff has been damaged
2 in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

3 284. Plaintiff has also been forced to retain counsel to pursue this action and has in-
4 curred attorney’s fees as a result of defendants’ breach.

5
6 **FIFTEENTH CLAIM FOR RELIEF**
7 **CONSPIRACY (ALL DEFENDANTS)**

8 285. Plaintiff incorporates the foregoing allegations in this claim.

9 286. Defendants, acting in concert, intended to accomplish an unlawful objective for the
10 purpose of harming plaintiff. Specifically, as the alter egos of Ceruvia, Turnbull and Hurst con-
11 spired to defraud MindMed by commingling employees, sabotaging MindMed’s manufacturing
12 process, and ultimately holding MindMed’s board of directors hostage in the November 2020
13 “deal” engineered by Turnbull and Hurst. This was no arm’s-length transactions between competi-
14 tors; it could not have been, given the overlapping roles of Turnbull, Hurst, and other Ceruvia con-
15 sultants and employees embedded in MindMed. As a result of this self-dealing and crisis-making,
16 MindMed lost its intellectual property to BOL-148 and likely to LSD to Ceruvia.

17 287. In addition, defendant Burbank has conspired with Hurst to deprive Freeman of the
18 5 million MindMed shares that Savant Addiction is obligated to distribute under the accord and
19 satisfaction. Burbank and Hurst have elected to protect Hurst’s self-dealing with Turnbull and Ce-
20 ruvia rather than provide an accurate accounting—an accounting vital to ensure that shares and
21 membership interests do not pass irretrievably into the wrong hands—before the dissolution of Sa-
22 vant Addiction.

23 288. As a sole, direct and proximate result of the foregoing, plaintiff has been damaged
24 in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

25 289. Plaintiff has also been forced to retain counsel to pursue this action and has in-
26 curred attorney’s fees as a result of defendants’ actions.

1 **SIXTEENTH CLAIM FOR RELIEF**
2 **CIVIL RICO (18 U.S.C. § 1961 ET SEQ.) (ALL DEFENDANTS)**

3 290. Plaintiff incorporates the foregoing allegations in this claim.

4 291. Ceruvia is an enterprise engaged in and whose activities affect interstate commerce.
5 Hurst, Turnbull, Monroe, Bonnelle, Ashworth (in charge of clinical and regulatory strategy at Ce-
6 ruvia), and Jack Henningfield are employed by or associated with Ceruvia.

7 292. Defendants agreed to and did conduct and participate in the conduct of the enter-
8 prise's affairs through a pattern of racketeering activity and for the unlawful purpose of intention-
9 ally defrauding plaintiff. Specifically,

10 a. Hurst repeatedly in bad faith ignored the LLC form and the restrictions of
11 the operating agreements for Savant Holdings and Savant Inc. when it suited his interests
12 but whipsawed to enforce technicalities whenever doing so would allow him to escape an
13 obligation to recompense or others.

14 b. For instance, Hurst fraudulently misrepresented in e-mails to Belga that
15 Belga could become CEO and claim a 20% equity ownership in Savant Addiction after
16 raising \$5 million. To *escape* this obligation after Belga initiated financing for the
17 MindMed Transaction, Hurst finalized the financing documents without notifying Belga
18 and then claimed that Hurst was responsible for the entire financing—even though the op-
19 portunity would not have arisen or been pursued without Belga's efforts. It was necessary
20 to keep Belga from the CEO position and from a large equity stake in Savant Addiction to
21 facilitate Hurst's self-dealing transactions with Ceruvia unimpeded.

22 c. Similarly, Hurst fraudulently represented to nonparties Rahn and Latchman
23 that 18-MC was a "phase 2 ready" drug to induce their investment in exchange for just 35
24 million MindMed shares, and then again fraudulently promised Rahn and Latchman a \$1
25 million bonus for raising more funds than their initial commitment, and then again prom-
26 ised the Savant BOL-148 program would become a MindMed program. Although Hurst
27 eventually settled these claims, he *ignored* the requirements of membership approval in do-
28 ing so.

1 d. Hurst defrauded Freeman by inducing him to settle his claims for nonpay-
2 ment of his loans for 5 million MindMed shares, as discussed in multiple e-mails. In real-
3 ity, Hurst intended only to expose Freeman to the downside risk that the shares would be-
4 come *less* valuable. After Freeman carried that risk for more than a year but the promised
5 shares grew *more* valuable, Hurst in bad faith disavowed their accord and tried to extort
6 Freeman into accepting fewer shares, commensurate with the shares' increased value.
7 Hurst continued to hold this leverage over Freeman because Hurst had refused to distribute
8 the shares, even after Canaccord permitted the distribution and after Freeman paid Volk the
9 legal fees for completing the distribution and reconversion to common shares.

10 e. Hurst, having made numerous previous agreements without shareholder ap-
11 proval, had long acted as the alter ego of Savant Addiction and Savant Holdings. Yet now
12 Hurst uses that long-discarded requirement of shareholder approval to disavow Freeman's
13 settlement, even though there is no evidence that Hurst even *asked* for that approval, and
14 there is no approval required in the operating agreement.

15 f. This fraud was compounded by the fact that, by refusing to distribute any
16 shares to Freeman, who had contributed to the development of 18-MC, Freeman received
17 no consideration for that intellectual property once Savant Addiction transferred it to
18 MindMed. Although, as Hurst *himself* acknowledged, per the settlement agreement Free-
19 man would have been the largest shareholder in MindMed, Hurst instead barred Freeman
20 from any of the rights of his shareholder status, including the exercise of voting rights.

21 g. Expert analyses estimate that the value of a share's "voting rights" on aver-
22 age amounts to 11% of the value of the share. The value increases substantially for the
23 largest shareholder, who under Canadian law can effectively control a publicly traded com-
24 pany with 20% of the shares. But even with the conservative estimate of 11%, at the time
25 of the shareholder meeting in July 2021, MindMed stock was trading at \$3.70, making the
26 voting rights of each share about \$0.38. Hurst voted approximately 12,000,000 of Free-
27 man's shares—both those that were owed to Freeman because of his equity interest in Sa-
28 vant Holdings (Savant Addiction's majority member) and because of the 5 million shares

1 owed in repayment of the loans. In total, therefore, Hurst owes Freeman at least
2 \$4,620,000 for the deprivation of Freeman’s voting rights.

3 h. Hurst defrauded Freeman expressly to maintain Hurst’s power via the vot-
4 ing bloc—controlling all of Savant as its alter ego and MindMed with just 5% of the equity
5 interest, which in turn enabled Hurst to self-deal with Ceruvia. The other investors in Sa-
6 vant Holding likewise acquiesced in and abetted Hurst’s fraud by allowing him to amend
7 the operating agreement to keep the voting bloc intact.

8 i. Hurst’s control of Savant’s MindMed shares (voting bloc) and co-mingling
9 of assets with Ceruvia caused MindMed’s stock price to drop and cost Savant members
10 tens of millions of dollars, including the inability to

- 11 • sell MindMed shares on primary and secondary markets while the
12 stock price was high;
- 13 • vote their MindMed shares to remove Hurst and prevent his mis-
14 management;
- 15 • vote for MindMed board members that represented their interests;
- 16 and
- 17 • allow Freeman, MindMed’s largest shareholder, to obtain a board
18 seat to represent his own interests.

19 j. Ceruvia was the enterprise for which Hurst committed his fraudulent and
20 extortive acts. As the alter egos of Ceruvia, Turnbull and Hurst conspired to defraud mem-
21 bers of Savant Inc., Savant Holding, and Savant Addiction Medicine, and their beneficial
22 interest in MindMed by commingling employees, sabotaging MindMed’s manufacturing
23 process, and ultimately holding MindMed’s board of directors hostage to approve Hurst’s
24 self-dealing transactions with Ceruvia, including transactions (such as commingling Savant
25 asset BOL-148 with Ceruvia) in which MindMed ceded valuable property rights to Ceru-
26 via.

27 k. Each of these fraud claims follows a pattern because each relates to a singu-
28 lar aim: Hurst defrauds people to gain control of (or keep others from gaining control of)

1 the MindMed shares that made up Savant’s voting bloc, so that he can enrich himself and
2 Turnbull via their enterprise with Ceruvia.

3 293. Pursuant to and in furtherance of their fraudulent scheme, defendant(s) committed
4 multiple related acts of racketeering activity, including mail and wire fraud under 18 U.S.C.
5 §§ 1341 and 1343. Hurst’s schemes—including those reneging on agreements with Belga and
6 Freeman and outlining the extortive scheme to transfer intellectual property from MindMed to Ce-
7 ruvia—were communicated over e-mail using computers connected to the Internet across state
8 lines. Others, such as the original offer of MindMed shares and the amendment to Belga’s Power-
9 Point presentation, were initially communicated over the telephone, including telephone conversa-
10 tions across state lines.⁶

11 294. The acts set forth above constitute a pattern of racketeering activity pursuant to 18
12 U.S.C. § 1961(5).

13 295. Defendants have directly and indirectly conducted and participated in the conduct
14 of the enterprise’s affairs through the pattern of racketeering and activity described above, in vio-
15 lation of 18 U.S.C. § 1962(c).

16 296. As a direct and proximate result of defendants’ racketeering activities and viola-
17 tions of 18 U.S.C. § 1962(c), plaintiff has been injured in his business and property in that:

18 a. Plaintiff has been totally deprived of the Class A common shares of
19 MindMed related to the accord and satisfaction.

20 b. Plaintiff has been deprived of the voting rights of the Class A common
21 shares, with the result that defendants Ceruvia, Hurst, and Turnbull were able to extort
22 MindMed into relinquishing property rights in BOL-148 in which plaintiff has a beneficial
23 interest and which plaintiff had personally developed.

24 c. Plaintiff as assignee of Belga has been deprived of equity interest in Savant
25 Addiction and was denied the title and salary of CEO.

26
27
28 ⁶ Timestamps on e-mails memorializing the conversations indicate that the parties were in different time zones

1 control Savant with a relatively low percentage of membership interest. Hurst was, with the assis-
2 tance of Savant’s counsel, able to cement his control in part because of the structure of the operat-
3 ing agreements and the vast control they give the managing member to veto even his own replace-
4 ment.

5 307. While such sweeping power may not always require an alter ego finding, the facts
6 here are such that adherence to the fiction of separate entities would sanction a fraud or promote
7 injustice. As the RICO, conspiracy, and fraudulent misrepresentation claims underscore, defend-
8 ants have specifically manipulated Savant so that Hurst may openly misrepresent an accord and
9 satisfaction—promising one thing (and enforcing the promises that benefit him at other times)
10 while relying on the shareholder-approval requirement to slip out of the promise later. As evi-
11 denced by the amendment to the Savant Addiction operating agreement, Hurst operates in theory
12 and in practice with practically no control.

13 308. The alter ego finding is particularly necessary here because the control that Hurst,
14 Savant Addiction, Turnbull, and Ceruvia exercise affects Freeman disproportionately to his mem-
15 bership interest in Savant Addiction (through Savant Inc. and Savant Holdings). Because Savant
16 Addiction *holds* all 55 million MindMed shares—despite not being entitled to keep them—Hurst
17 is able to control all the Savant entities in a way that would be impossible had the 55 million
18 shares been distributed to their actual beneficial owners.

19
20 **EIGHTEENTH CLAIM FOR RELIEF**
INJUNCTION (ALL DEFENDANTS)

21 309. Following its dissolution, allowing the members of Savant Addiction to dispose of
22 the proceeds, including MindMed shares, would cause irreparable injury to plaintiff.

23 310. Plaintiff is unable to control the dissolution of Savant Addiction. Although it ap-
24 pears that 5 million MindMed shares may be held back following the dissolution, it is unclear
25 whether Savant Addiction is retaining sufficient assets for it or Hurst to satisfy a substantial judg-
26 ment.

27 311. This is particularly troubling because plaintiff’s remedy lies partly in the specific
28

1 performance of an allotment of MindMed shares. Although MindMed is a publicly traded com-
2 pany, an injunction would still have to issue to require defendants to transfer MindMed shares.

3 312. In addition, Belga's remedy is an equity interest in Savant Addiction itself. An in-
4 junction is therefore necessary to ensure that plaintiff as Belga's assignee obtains the same assets
5 in kind that Belga would have been entitled to receive had he been given his membership interest
6 when it was earned.

7 313. Equity and the public interest also necessitate injunctive relief, considering Hurst's
8 effort to specifically *avoid* the agreement for 5 million shares by pointing to fluctuating share
9 prices. That is precisely why an injunction must issue, to preserve the very assets to which plaintiff
10 is entitled.

11 314. Plaintiff has also been forced to retain counsel to pursue this action and has in-
12 curred attorney's fees as a result of defendants' actions.

13 **NINETEENTH CLAIM FOR RELIEF**
14 **FRAUDULENT CONVEYANCE (ALL DEFENDANTS)**

15 315. Plaintiff incorporates the foregoing allegations in this claim.

16 316. Defendants and/or other entities owned or controlled by defendants transferred
17 property after the claims in this matter arose, either:

18 a. With actual intent to hinder, delay, or defraud plaintiff;

19 b. Without receiving a reasonably equivalent value in exchange for the transfer
20 or obligation, defendants and/or other entities owned or controlled by defendants engaged
21 in transactions for which the remaining assets of defendants and/or other entities owned or
22 controlled by defendants were unreasonably small in relation to the transaction; or

23 c. Without receiving a reasonably equivalent value in exchange for the trans-
24 fer, and defendants and/or other entities owned or controlled by defendants believed, or
25 reasonably should have believed that Defendants and/or other entities owned or controlled
26 by defendants would incur debts beyond their ability to pay as they became due.

27 317. In particular, upon information and belief, the assets of Savant Addiction, including
28 those necessary to pay the claims asserted in this complaint, have been transferred to nonparties.

1 318. Such transfers of property from defendants and/or other entities owned or con-
2 trolled by defendants should be rescinded and/or voided as fraudulent conveyances.

3 319. As a sole, direct and proximate result of the foregoing, plaintiff has been damaged
4 in a sum in excess of \$15,000 and is entitled to general, special, and punitive damages.

5 320. Plaintiff has also been forced to retain counsel to pursue this action and has in-
6 curred attorney's fees as a result of defendants' actions.

7
8 **TWENTIETH CLAIM FOR RELIEF**
9 **ACCOUNTING (SAVANT ADDICTION, SAVANT HOLDINGS, SAVANT INC.)**

9 321. Plaintiff incorporates the foregoing allegations in this claim.

10 322. Plaintiff seeks an accounting of all membership interests owed to plaintiff—
11 whether as trustee of the Trust or as assignee of Belga—in Savant Holdings, Savant Inc., Savant
12 Addiction, and MindMed, including MindMed shares held by Savant Addiction.

13 323. Plaintiff has made a demand upon Savant Addiction and hereby makes a demand
14 upon Savant Holdings and Savant Inc. to provide a full accounting of membership interest.

15 324. Plaintiff seeks an order from this Court directing defendants to provide an account-
16 ing. Plaintiff has also been forced to retain counsel to pursue this action and has incurred attor-
17 ney's fees as a result of defendants' actions.

18
19 **TWENTY-FIRST CLAIM FOR RELIEF**
20 **PUNITIVE DAMAGES (ALL DEFENDANTS)**

20 325. Plaintiff incorporates the foregoing allegations in this claim.

21 326. Defendants, individually and collectively, are guilty of fraud, oppression, and mal-
22 ice in their conduct toward plaintiff.

23 327. Defendants have exhibited a pattern of despicable conduct intended, through decep-
24 tion, to deprive plaintiff of his rights or property, or done with conscious disregard of plaintiff's
25 rights.

26 328. As detailed in the claims above, Turnbull and Hurst as alter egos of Ceruvia de-
27 frauded MindMed by commingling employees, sabotaging MindMed's manufacturing process,
28 and ultimately holding MindMed's board of directors hostage to approve Hurst's self-dealing

1 transactions with Ceruvia, including transactions in which MindMed ceded valuable property
2 rights to Ceruvia.

3 329. In addition, Hurst acted with fraud, oppression, and malice in his conduct toward
4 Belga and Freeman, willfully inducing them to rely to their detriment on Hurst's misrepresenta-
5 tions. As a result, Hurst intentionally enriched himself and his alter egos, Ceruvia and Turnbull, at
6 the expense of Belga and Freeman.

7 330. The comparable civil penalties, including the RICO penalties discussed above, are
8 substantial, confirming that these acts are worthy of punitive damages.

9 331. Defendants' conduct was reprehensible, despicable, and so contemptible that it
10 would be looked down upon and despised by ordinary, decent people, and was carried on by de-
11 fendants with willful and conscious disregard for the rights of plaintiff, entitling plaintiff to exem-
12 plary and punitive damages.

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PRAYER FOR RELIEF

Wherefore, Plaintiff prays for judgment and an accounting against defendants, as follows:

1. A jury trial on all issues so triable;
2. An award of declaratory relief, injunctive relief, general and special damages, treble damages, and exemplary or punitive damages; and
3. Such other and further relief as the Court determines to be appropriate under the circumstances.
4. As a further remedy, plaintiff reserves the right to amend the complaint to hold all defendants liable for a judgment, if any defendant lacks assets sufficient to satisfy the judgment.

Dated this 22nd day of July, 2022.

GLENN AGRE BERGMAN & FUENTES LLP

By: /s/ Lyn R. Agre

Lyn R. Agre (Cal. Bar No. 178218)
Edward E. Shapiro (Cal. Bar No. 326182)
44 Montgomery St., 41st Floor
San Francisco, California 94104
Telephone: (332) 233-5784
lagre@glennagre.com
eshapiro@glennagre.com

Reid Skibell (*pro hac vice* forthcoming)
1185 Avenue of the Americas, 22nd Floor
New York, New York 10036
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LEWIS ROCA ROTHGERBER CHRISTIE LLP
Daniel F. Polsenberg (*pro hac vice* forthcoming)
Joel D. Henriod (*pro hac vice* forthcoming)
Abraham G. Smith (*pro hac vice* forthcoming)
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Las Vegas, Nevada 89169-5996
(702) 949-8200
(702) 949-8398 (Fax)
DPolsenberg@LRRC.com
JHenriod@LRRC.com
ASmith@LRRC.com

Attorneys for Plaintiff

EXHIBIT 2

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**Electronically
FILED**
7/25/2022

by Superior Court of California, County of San Mateo
ON _____

By /s/ Jennifer Torres
Deputy Clerk

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

STEPHEN HURST, SUNRAY ASSET MANAGEMENT, INC.; NICO FORTE; CERUVIA LIFESCIENCES f/k/a CH-TAC; CAREY TURNBULL; RUSSELL BURBANK, as liquidating trustee

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

SCOTT FREEMAN, M.D., as trustee for the SCOTT MITCHELL FREEMAN REVOCABLE LIVING TRUST, dated March 10, 2012, for itself and as assignee of FERDINAND BELGA

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): 400 County Center, 1st Floor, Room A, Redwood City, CA 94063

CASE NUMBER: (Número del Caso):
22-CIV-03024

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Lyn R. Agre, Glenn Agre Bergman & Fuentes LLP, 44 Montgomery St., 41st Floor, San Francisco, California 94104, (332) 233-5784

DATE: July 22, 2022 7/25/2022 Neal I. Taniguchi Clerk, by /s/ Jennifer Torres , Deputy (Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

EXHIBIT 3

Case Information

22-CIV-03024 | SCOTT FREEMAN, M.D. vs STEPHEN HURST

Case Number
22-CIV-03024
File Date
07/25/2022

Court
Civil Unlimited
Case Type
Complex Civil Unlimited

Judicial Officer
Weiner, Marie S.
Case Status
Active

Party

Plaintiff
FREEMAN, M.D., SCOTT

Active Attorneys ▼
Lead Attorney
AGRE, LYN R
Retained

Non-Party (Participant)
SAVANT ADDICTION MEDICINE, LLC

Non-Party (Participant)
SAVANT HWP HOLDINGS, LLC

Non-Party (Participant)
SAVANT HWP, INC.

Defendant
HURST, STEPHEN

Defendant
FORTE, NICO

Defendant
TURNBULL, CAREY

Defendant
BURBANK, RUSSELL

Defendant
SUNRAY ASSET MANAGEMENT, INC.

Defendant
CERUVIA LIFESCIENCES f/k/a CH-TAC

Defendant
AS LIQUIDATING TRUSTEE FOR NOMINAL DEFENDANTS SAVANT

Defendant
LLC and SAVANT HWP HOLDINGS

Defendant
LLC

Defendant
DOE INDIVIDUALS 1 THROUGH 20

Defendant
ROE CORPORATIONS 1 THROUGH 20

Cause of Action

File Date	Cause of Action	Type	Filed By	Filed Against
07/25/2022	Complaint	Action	FREEMAN, M.D., SCOTT	HURST, STEPHEN FORTE, NICO TURNBULL, CAREY BURBANK, RUSSELL SUNRAY ASSET MANAGEMENT, INC. CERUVIA LIFESCIENCES f/k/a CH-TAC AS LIQUIDATING TRUSTEE FOR NOMINAL DEFENDANTS SAVANT LLC and SAVANT HWP HOLDINGS LLC DOE INDIVIDUALS 1 THROUGH 20 ROE CORPORATIONS 1 THROUGH 20

Events and Hearings

07/25/2022 New Filed Case	
07/25/2022 Complaint ▼	
Complaint	
07/25/2022 Civil Case Cover Sheet ▼	
Civil Case Cover Sheet	
07/25/2022 Summons Issued / Filed ▼	
Summons Issued / Filed	
07/25/2022 Cause Of Action ▼	
Action	File Date
Complaint	07/25/2022
07/27/2022 Notice of Assignment for All Purposes ▼	

Notice of Assignment for All Purposes

08/02/2022 Case Management Order ▼

Case Management Order #1

Comment

#1

08/02/2022 Affidavit of Mailing ▼

Affidavit of Mailing Case Management Order #1

Comment

Case Management Order #1

08/17/2022 Documents Lodged Conditionally Under Seal ▼

Comment

Document(s): COMPLAINT (JURY TRIAL DEMANDED)

08/18/2022 Proof of Service by OVERNIGHT DELIVERY of ▼

Proof of Service by OVERNIGHT DELIVERY of CASE MANAGEMENT ORDER #1 served on SEE ATTACHED SERVICE LI

Comment

CASE MANAGEMENT ORDER #1 served on SEE ATTACHED SERVICE LIST

08/18/2022 Proof of Service by OVERNIGHT DELIVERY of ▼

Proof of Service by OVERNIGHT DELIVERY of [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO PARTIALLY

Comment

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO PARTIALLY SEAL served on SEE ATTACHED SERVICE LIST

10/25/2022 Complex Case Management Conference ▼

Judicial Officer

Weiner, Marie S.

Hearing Time

2:00 PM

Financial

FREEMAN, M.D., SCOTT

Total Financial Assessment	\$1,435.00
Total Payments and Credits	\$1,435.00

7/26/2022	Transaction Assessment	\$1,435.00
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7/26/2022	eFile Online Payment	Receipt # 2022-027669-HOJ	FREEMAN, M.D., SCOTT	(\$1,435.00)
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Documents

Complaint

Civil Case Cover Sheet

Summons Issued / Filed

Notice of Assignment for All Purposes

Affidavit of Mailing Case Management Order #1

Case Management Order #1

Proof of Service by OVERNIGHT DELIVERY of CASE MANAGEMENT ORDER #1 served on SEE ATTACHED SERVICE LI

Proof of Service by OVERNIGHT DELIVERY of [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO PARTIALLY

EXHIBIT 4

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Lyn R. Agre (SBN 178218), Glenn Agre Bergman & Fuentes LLP
 44 Montgomery St., 41st Floor, San Francisco, California 94104

TELEPHONE NO.: (332) 233-5784 FAX NO. (Optional):
 E-MAIL ADDRESS: lagre@glennagre.com
 ATTORNEY FOR (Name): Scott Freeman, M.D.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO
 STREET ADDRESS: 400 County Center, 1st Floor, Room A
 MAILING ADDRESS:
 CITY AND ZIP CODE: Redwood City, CA 94063
 BRANCH NAME:

CASE NAME:
 Scott Freeman, M.D. v. Stephen Hurst, et al.

FOR COURT USE ONLY

Electronically FILED
 by Superior Court of California, County of San Mateo
 ON 7/25/2022
 By /s/ Jennifer Torres
 Deputy Clerk

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **22-CIV-03024**

JUDGE:
 DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

<p>Auto Tort</p> <p><input type="checkbox"/> Auto (22)</p> <p><input type="checkbox"/> Uninsured motorist (46)</p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p><input type="checkbox"/> Asbestos (04)</p> <p><input type="checkbox"/> Product liability (24)</p> <p><input type="checkbox"/> Medical malpractice (45)</p> <p><input type="checkbox"/> Other PI/PD/WD (23)</p> <p>Non-PI/PD/WD (Other) Tort</p> <p><input type="checkbox"/> Business tort/unfair business practice (07)</p> <p><input type="checkbox"/> Civil rights (08)</p> <p><input type="checkbox"/> Defamation (13)</p> <p><input checked="" type="checkbox"/> Fraud (16)</p> <p><input type="checkbox"/> Intellectual property (19)</p> <p><input type="checkbox"/> Professional negligence (25)</p> <p><input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p>Employment</p> <p><input type="checkbox"/> Wrongful termination (36)</p> <p><input type="checkbox"/> Other employment (15)</p>	<p>Contract</p> <p><input type="checkbox"/> Breach of contract/warranty (06)</p> <p><input type="checkbox"/> Rule 3.740 collections (09)</p> <p><input type="checkbox"/> Other collections (09)</p> <p><input type="checkbox"/> Insurance coverage (18)</p> <p><input type="checkbox"/> Other contract (37)</p> <p>Real Property</p> <p><input type="checkbox"/> Eminent domain/Inverse condemnation (14)</p> <p><input type="checkbox"/> Wrongful eviction (33)</p> <p><input type="checkbox"/> Other real property (26)</p> <p>Unlawful Detainer</p> <p><input type="checkbox"/> Commercial (31)</p> <p><input type="checkbox"/> Residential (32)</p> <p><input type="checkbox"/> Drugs (38)</p> <p>Judicial Review</p> <p><input type="checkbox"/> Asset forfeiture (05)</p> <p><input type="checkbox"/> Petition re: arbitration award (11)</p> <p><input type="checkbox"/> Writ of mandate (02)</p> <p><input type="checkbox"/> Other judicial review (39)</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)</p> <p><input type="checkbox"/> Construction defect (10)</p> <p><input type="checkbox"/> Mass tort (40)</p> <p><input type="checkbox"/> Securities litigation (28)</p> <p><input type="checkbox"/> Environmental/Toxic tort (30)</p> <p><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p>Enforcement of Judgment</p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p>Miscellaneous Civil Complaint</p> <p><input type="checkbox"/> RICO (27)</p> <p><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p>Miscellaneous Civil Petition</p> <p><input type="checkbox"/> Partnership and corporate governance (21)</p> <p><input type="checkbox"/> Other petition (not specified above) (43)</p>
--	---	---

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 21
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 22, 2022
 Lyn R. Agre


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case


Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

EXHIBIT 5

	SUPERIOR COURT OF SAN MATEO COUNTY Civil Division 400 County Center, 1 st Floor, Room A Redwood City, CA 94063 (650) 261-5100 www.sanmateocourt.org	FOR COURT USE ONLY FILED SAN MATEO COUNTY 7/27/2022 Clerk of the Superior Court /s/ Jennifer Torres <hr/> DEPUTY CLERK
PETITIONER/PLAINTIFF: SCOTT FREEMAN, M.D.		
RESPONDENT/DEFENDANT: STEPHEN HURST; NICO FORTE; CAREY TURNBULL; RUSSELL BURBANK; SUNRAY ASSET MANAGEMENT, INC.; CERUVIA LIFESCIENCES F/K/A CH-TAC; AS LIQUIDATING TRUSTEE FOR NOMINAL DEFENDANTS SAVANT; LLC AND SAVANT HWP HOLDINGS; LLC; DOE INDIVIDUALS 1 THROUGH 20; ROE CORPORATIONS 1 THROUGH 20		
NOTICE OF ASSIGNMENT FOR ALL PURPOSES, DESIGNATION AS COMPLEX CASE, SETTING OF A CASE MANAGEMENT AND TRIAL SETTING CONFERENCE, AND COMPLEX FEES DUE		CASE NUMBER: 22-CIV-03024

This case has been filed by Plaintiff(s) as a provisionally complex case and/or a putative class action and/or a PAGA representative action. Pursuant to Local Rule 3.300(a), this action is automatically deemed a "complex case". This case is assigned for all purposes to the Honorable: **Marie S. Weiner** in **Department 2**, located at **Hall of Justice, 400 County Center, Redwood City, CA 94063**.

ASSIGNED DEPARTMENT INFORMATION

Contact information for your assigned department is as follows:

Judicial Officer	Department Phone	Department E-mail
Marie S. Weiner	650-261-5102	Dept2@sanmateocourt.org

A Case Management and Trial Setting Conference is set for 10/25/2022 at 9:00 AM in Department 2 of this Court. In anticipation of the Case Management and Trial Setting Conference, counsel for the parties should be prepared to discuss at the hearing and file and serve written Case Management and Trial Setting Conference statements (**in prose and details, not using the standardized Judicial Council form**) with a courtesy copy emailed to complexcivil@sanmateocourt.org AND to Dept2@sanmateocourt.org **at least five court days prior to the Conference**, as to the following:

- a. Status of Pleadings and Appearance of all Named Parties;
- b. Status of Discovery, including status of document production, status of depositions, status of completion of merits discovery, and status of expert discovery;
- c. Status of Settlement or Mediation;
- d. Listing of All Pending Motions and proposed new hearing date;
- e. Any anticipated motions and proposed briefing schedule; and
- f. Any other matters for which the parties seek Court ruling or scheduling.

Pursuant to Government Code Section 70616, the complex case fee and the first appearance fee must be paid at the time of filing of the first paper in this complex case. Plaintiff(s) pay a single complex case fee of \$1,000 on behalf of all plaintiffs, whether filing separately or jointly. Defendant(s) pay a complex case fee of \$1,000 each on behalf of each defendant, intervenor, respondent, or adverse party, whether filing separately or jointly, at the time that that party files its first paper in this case, not to exceed \$18,000 total.

PLAINTIFF(S) ARE REQUIRED TO SERVE A COPY OF THIS NOTICE ON ALL OTHER PARTIES TO THIS ACTION OR PROCEEDING, and promptly file proof of service.

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that I am the clerk of this Court, not a party to this cause; that I served a copy of this notice on the below date, by hand by electronic service to the parties or their counsel of record at the email addresses set forth below and shown by the records of this Court or by placing a copy thereof in separate sealed envelopes addressed to the address shown by the records of this Court, and by then sealing said envelopes and depositing same, with postage fully pre-paid thereon, in the United States Mail at Redwood City, California.

Date: 7/27/2022

Neal I Taniguchi, Court Executive Officer/Clerk

By: /s/ Jennifer Torres
Jennifer Torres, Deputy Clerk

Notice being served on:

LYN R AGRE
KASOWITZ, BENSON, TORRES & FRIEDMAN LLP
101 CALIFORNIA STREET, SUITE 2300
SAN FRANCISCO, CA 94111

EXHIBIT 6

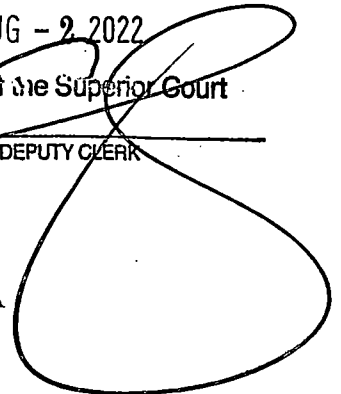
FILED
SAN MATEO COUNTY

AUG - 2 2022

Clerk of the Superior Court

By

DEPUTY CLERK



SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO
COMPLEX CIVIL LITIGATION

SCOTT FREEMAN, M.D., as Trustee
for the SCOTT MITHCELL FREEMAN
REVOCABLE LIVING TRUST dated
march 10, 2012, for itself and as
assignee of FERDINAND BELGA,
Plaintiff,

Case No. 22CIV03024
INDIVIDUAL AND DERIVATIVE
ACTION

Assigned for All Purposes to
Hon. Marie S. Weiner, Dept. 2

vs.

CASE MANAGEMENT ORDER #1

STEPHEN HURST; SUNRAY ASSET
MANAGEMENT INC.; NICO FORTE;
CERUVIA LIFESCIENCES fka CH-
TAC; CAREY TURNBULL; RUSSELL
BURBANK as liquidating trustee for
nominal defendants SAVANT
ADDICTION MEDICINE LLC and
SAVANT HWP HOLDINGS LLC; Doe
Individuals 1 through 20; and Roe
Corporations 1 through 20;
Defendants,

-and-

SAVANT ADDICTION MEDICINE
LLC and SAVANT HWP HOLDINGS
LLC,
Nominal Defendants.

_____?

Pursuant to the Notice of Assignment for All Purposes, Designation as Complex Case, Setting of Case Management Conference, and Complex Fees Due filed July 27, 2022, designating this matter as a complex action, and single assigning to the Honorable Marie S. Weiner in Department 2 of this Court,

IT IS HEREBY ORDERED as follows:

1. **Assigned Department Information:** To schedule a Law and Motion Hearing, please see Local Rule 3.402 or visit the assigned Judicial Officer's webpage at www.sanmateocourt.org/civiljudges. Complex cases are generally heard on Tuesday afternoons at 2:00 p.m. Contact information for your assigned department is as follows:

Department 2 Phone: (650) 261-5102

Department E-Mail: dept2@sanmateocourt.org

Complex Case E-Mail: complexcivil@sanmateocourt.org

2. **Correspondence** to the Department of the assigned Civil Judge, such as requests to take matters off calendar and requests for rescheduling, regarding complex civil actions shall be submitted electronically, rather than paper, by e-mail addressed to complexcivil@sanmateocourt.org AND dept2@sanmateocourt.org. All e-correspondence **must be sent in at least 12 point type**. This email address is for the Department of the assigned Civil Judge to *receive* correspondence regarding *complex civil cases*, and is not a venue for back-and-forth communications with the judge. Communications to this email address are *not* part of the official court files – just like a paper letter, they are not “filed” documents – and will be retained for at least 30 days and then be subject to deletion (destruction) thereafter. All communications to the complexcivil@sanmateocourt.org and/or dept2@sanmateocourt.org email address **MUST**

include in the header “subject line” the **Case Number and Name of Case** (e.g., CIV 654321 *Smith v. Jones*).

3. **Electronic Service.** Pursuant to Code of Civil Procedure Section 1010.6(c), and California Rules of Court, Rule 2.253(c) and Rule 2.251(c), all parties and their counsel shall serve all documents electronically, and accept service of documents electronically from all other parties, in conformity with Code of Civil Procedure Section 1010.6 and the California Rules of Court, except when personal service is required by statute. Counsel for the parties shall meet and confer, agree upon, and keep updated, an e-service list for this complex civil action. The parties are reminded that electronic service of documents may extend time periods for response by two (2) court days, pursuant to Code of Civil Procedure Section 1010.6(a)(4)(B).

4. **Mandatory E-Filing.** Pursuant to Code of Civil Procedure Section 1010.6(c), all parties shall file all documents electronically in this complex civil action, except those documents identified in Local Rule 2.1.8. Presently, the following documents must still be filed/lodged in hardcopy paper:

Ex Parte Motions and Oppositions thereto

Abstract of Judgment

Appeal Documents, including Notice of Appeal

Administrative Records

The document (other than exhibits) must be text searchable. Please visit www.sanmateocourt.org for further information on e-filing. Please note that exhibits to any electronically filed briefs, declarations or other documents must be electronically “bookmarked” as required by CRC Rule 3.1110(f)(4).

5. **Courtesy Copies for Department 2.** A courtesy copy of all pleadings, motions, applications, briefs, and any and all other papers **filed** in this case **shall** be (1) electronically served upon Department 2 at email address dept2@sanmateocourt.org AND complexcivil@sanmateocourt.org. PLEASE ADD DEPARTMENT 2 TO YOUR **E-SERVICE SERVICE LIST** IN THE CASE AS TO ANY AND ALL PAPERS FILED WITH THE COURT. All motions and briefs shall conform with the California Rules of Court, especially Rule 3.1113, and indicate on the caption page that this matter is assigned for all purposes to Department 2.

6. **Obtain Hearing Date Pre-filing.** As to any and all motions or other matters requiring a hearing, the hearing date shall be obtained *directly* from and approved by Department 2 by sending an email to complexcivil@sanmateocourt.org AND dept2@sanmateocourt.org, (and *not* with the Civil Clerk's Office) *prior* to filing of the moving papers or other initial filings.

7. **Proposed Orders.** Proposed Orders should be e-filed with the motion or stipulation to which it relates in conformity with CRC Rule 3.1312(c). You must also email an editable version of the Proposed Order in Word format (not PDF) to complexcivil@sanmateocourt.org so that the judge can modify it prior to signing, if needed.

8. **Ex Parte Motions.** *Ex parte* applications in this matter shall heard by Department 2, **on Mondays and Thursdays at 1:30 p.m.**, and the parties must meet the requirements of CRC Rule 3.120 *et seq.* Ex partes are held **in person** only, per Local Rule 3.500(d). With the consent of counsel for *all* parties, telephone conferences on *simple* interim case management matters may be scheduled with the Court for a mutually

convenient time and date – with the scheduling and logistics of such telephone conferences to be the responsibility of the requesting party/parties.

9. **E-Service of Discovery.** All discovery methods (C.C.P. § 2019.010), including but not limited to notice of deposition, special interrogatories, form interrogatories, requests for production of documents, and requests for admissions, shall be served electronically upon counsel for the parties. All discovery responses by a party in response to a discovery method by another party shall be served electronically upon counsel for the parties. Production of documents shall be provided in electronic form, unless the parties agree otherwise in writing. If not previously established, counsel for the parties shall meet and confer regarding possible establishment of a joint electronic document depository for the uploading and downloading of electronic document productions.

10. **Informal Discovery Conferences.**

a. Pursuant to Code of Civil Procedure Section 2016.080, and the authority of a complex civil judge under CRC Rule 3.750, no party may move to compel discovery, or file any other discovery motion, until the parties have had an Informal Discovery Conference. Counsel must have exhausted all meet and confer obligations before the Informal Discovery Conference. To request an Informal Discovery Conference, counsel should contact the Court by email at dept2@sanmateocourt.org AND ComplexCivil@sanmateocourt.org, which email must be contemporaneously copied to counsel for all parties to the action and any self-represented parties. Pursuant to Code of Civil Procedure Section 2016.080(c)(2), the time for bringing any motion to compel is tolled starting on the date a party makes the email request for an Informal Discovery Conference to the Court. The tolling is deemed lifted once the Discovery

Conference is concluded (rather than continued). All requests for Informal Discovery Conference must be made well prior to the expiration of the statutory time to bring a motion to compel or other discovery motion.

b. Within five (5) calendar days of the initial email request to the Court for an Informal Discovery Request, the disputing parties shall, jointly or separately, email correspondence to the Court at ComplexCivil@sanmateocourt.org and dept2@sanmateocourt.org, and contemporaneously to all parties, an electronic letter of no more than five (5) pages, without attachments, summarizing the discovery dispute(s).

c. The parties involved in the discovery dispute **shall not** file any “meet and confer” declarations pursuant to Code of Civil Procedure Sections 2016.040 or 2016.080(b) prior to the Informal Discovery Conference. The dispute will be addressed by the e-correspondence method/procedure set forth above.

d. The procedures outlined above apply to parties. With regard to discovery disputes with non-parties, the non-parties may elect to participate in this procedure, but are not required to do so.

11. **No Discovery Motion Separate Statement.** As to any discovery motions, the parties are relieved of the statutory obligation under CRC Rule 3.1345, and thus need *not* (should not) file a separate statement – instead the subject discovery requests (or deposition questions) and written responses (or deposition answers or objections) must be attached to the supporting declaration on the discovery motion.

12. **Limit to 35.** Given the nature of this complex civil action, the Court views document production and depositions as the most effective means of discovery for adjudication. Accordingly, no party may propound more than 35 special interrogatories *total* and no party may propound more than 35 requests for admissions (other than as to

the authenticity of documents) *total*, without prior court order after demonstration of need and a showing that other means of discovery would be less efficient.

13. **No Appendix of Non-California Authorities.** Pursuant to CRC Rule 3.1113(i), the Complex Civil Department, Dept. 2, does not require any appendix of non-California authorities, unless specifically stated by the Court as to a particular motion.

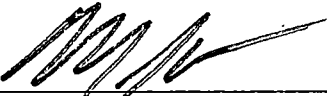
14. **Case Management Conference.** The initial Case Management and Trial Conference set for October 25, 2022 is VACATED. The initial Complex Case Management Conference is set for **Tuesday, October 25, 2022 at 2:00 p.m.** in Department 2 of this Court, located at Courtroom 2E, 400 County Center, Redwood City, California. Counsel for all parties shall meet and confer on all matters set forth in California Rules of Court Rule 3.750 and Rule 3.724(8). **Appearances remotely using Zoom is strongly encouraged.**

15. In anticipation of the Case Management Conference, counsel for the parties should be prepared to discuss at the hearing *and* file written case management conference statements (**in prose and details, not using the standardized Judicial Council form**) with a courtesy copy delivered *directly* to Department 2 on or before **October 18, 2022**, as to the following:

- a. Status of the Pleadings and service of process upon all named parties; and
Status of Defendants filing an Answer to the Complaint;
- b. Status of Discovery, including the initial production of documents by all parties, and depositions of the Plaintiff and of Defendant's
PMK(s);
- c. Status of Settlement or Mediation;

- d. Conclusions reached after meet and confer on all matters set forth in CRC Rule 3.750 and Rule 3.724(8);
 - e. Any anticipated motions and proposed briefing schedule;
 - f. Setting of next CMC date; and
 - g. Any other matters for which the parties seek Court ruling or scheduling.
16. Discovery is not stayed.
17. The only Complaint on file is redacted. PLAINTIFF NEEDS TO FILE UNDER SEAL THE UNREDACTED VERSION OF THE COMPLAINT.
18. PLAINTIFFS SHALL SERVE THIS ORDER UPON ALL DEFENDANTS WHO HAVE YET TO APPEAR IN THIS ACTION, and promptly file proof of service thereof.

DATED: August 2, 2022



HON. MARIE S. WEINER
JUDGE OF THE SUPERIOR COURT

EXHIBIT 7



SUPERIOR COURT OF SAN MATEO COUNTY
400 County Center 800 North Humboldt Street
Redwood City, CA 94063 San Mateo, CA 94401
(650) 261-5100
www.sanmateocourt.org

FILED
SAN MATEO COUNTY
8/2/2022
Clerk of the Superior Court
/s/ Andrea Daley
DEPUTY CLERK

AFFIDAVIT OF MAILING

Date: 8/2/2022
In the Matter of: SCOTT FREEMAN, M.D. vs STEPHEN HURST
Case No.: 22-CIV-03024
Documents: CASE MANAGEMENT ORDER #1

The documents were served by the following means:

By U.S. Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) at the address(es) listed below and deposited the sealed envelope with the Unites States Postal Service, with the postage fully prepaid.

Placed the envelope for collection and mailing, following the Court's ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

Executed on: 8/2/2022

Neal I Taniguchi, Court Executive Officer/Clerk

By: /s/ Andrea Daley

Andrea Daley, Deputy Clerk

Copies Mailed To:

LYN R. AGRE
EDWARD SHAPIRO
GLENN AGRE BERGMAN & FUENTES LLP
44 MONTGOMERY STREET, 41ST FLOOR
SAN FRANCISCO CA 94104

DANIEL POLSENBERG
JOEL HENRIOD
ABRAHAM SMITH
LEWIS ROCA ROTHGERBER CHRISTIE LLP
3993 HOWARD HUGHES PARKWAY, SUITE 600
LAS VEGAS, NV 89169-5996

EXHIBIT 8

1 GLENN AGRE BERGMAN & FUENTES LLP
Lyn R. Agre (Cal. Bar No. 178218)
2 Edward E. Shapiro (Cal. Bar No. 326182)
44 Montgomery St., 41st Floor
3 San Francisco, California 94104
Telephone: (332) 233-5784
4 lagre@glennagre.com
eshapiro@glennagre.com

5 Reid Skibell (*pro hac vice* forthcoming)
6 1185 Avenue of the Americas, 22nd Floor
New York, New York 10036
7 Telephone: (212) 358-5600
rskibell@glennagre.com

8 LEWIS ROCA ROTHGERBER CHRISTIE LLP
9 Daniel F. Polsenberg (*pro hac vice* forthcoming)
Joel D. Henriod (*pro hac vice* forthcoming)
10 Abraham G. Smith (*pro hac vice* forthcoming)
3993 Howard Hughes Parkway, Suite 600
11 Las Vegas, Nevada 89169-5996
(702) 949-8200
12 (702) 949-8398 (Fax)
DPolsenberg@LRRRC.com
13 JHenriod@LRRRC.com
ASmith@LRRRC.com

14 *Attorneys for Plaintiff*

15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
COUNTY OF SAN MATEO

17 SCOTT FREEMAN, M.D., as trustee for
18 the SCOTT MITCHELL FREEMAN REVOCABLE
LIVING TRUST, dated March 10, 2012, for itself
19 and as assignee of FERDINAND BELGA,

20 Plaintiff,

21 vs.

22 STEPHEN HURST; SUNRAY ASSET
MANAGEMENT, INC.; NICO FORTE; CERUVIA
23 LIFESCIENCES f/k/a CH-TAC; CAREY
TURNBULL; RUSSELL BURBANK, as liquidating
24 trustee for nominal defendants SAVANT
ADDICTION MEDICINE, LLC and SAVANT HWP
25 HOLDINGS, LLC; DOE INDIVIDUALS 1
through 20; and ROE CORPORATIONS 1 through
26 20,

27 Defendants,

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 8/18/2022
By /s/ Vanessa Jimenez
Deputy Clerk

Case No. 22-CIV-03024

Dept. No. 2

**PROOF OF SERVICE OF CASE
MANAGEMENT ORDER #1**

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and
SAVANT ADDICTION MEDICINE, LLC; SAVANT
HWP HOLDINGS, LLC; and SAVANT HWP, INC.
Nominal Defendants.

1 I, **Megan M. Reilly**, am employed by Glenn Agre Bergman & Fuentes LLP in the City
 2 and County of New York, State of New York. My business address is 1185 Avenue of the
 3 Americas, 22nd Floor, New York, New York. I am over the age of 18 and not a party to this
 4 matter. On the date set forth below, I served the following documents:

5 **CASE MANAGEMENT ORDER #1**

6 on the following:

8 DORSEY & WHITNEY LLP Matthew J. Olson 167 Hamilton Avenue, Suite 200 Palo Alto, CA 94301 <i>Counsel for Defendants Savant Addiction Medicine, LLC and Savant HWP Holdings, LLC</i>	9 DORSEY & WHITNEY LLP Evan Ng 167 Hamilton Avenue, Suite 200 Palo Alto, CA 94301 <i>Counsel for Defendants Savant Addiction Medicine, LLC and Savant HWP Holdings, LLC</i>
12 Stephen Hurst 3265 Mario Road Reno, NV 89523	13 Nico Forte 119 Pleasant Street Roseville, CA 95678
14 Carey Turnbull 105 Clubhouse Road Tuxedo Park, NY 10987 16 30 E. Lake Stable Road Tuxedo Park, NY 10987 18 32 Nannau Wood Bar Harbor, ME 04609	15 Russell Burbank 224 Corte Madera Avenue Mill Valley, CA 94941-4502

19 **Overnight Delivery. By causing the documents to be placed in an envelope provided by
 20 an overnight delivery carrier, addressed to the persons at the addresses listed above, and
 21 placed for collection and overnight delivery at a regularly utilized drop box of the overnight
 22 delivery carrier.**

23 I declare under penalty of perjury under the laws of the State of California that the
 24 foregoing is true and correct.

25 Executed on August 18, 2022, in New York, New York.

26 /s/ Megan M. Reilly
MEGAN M. REILLY

EXHIBIT 9

1 GLENN AGRE BERGMAN & FUENTES LLP
Lyn R. Agre (Cal. Bar No. 178218)
2 Edward E. Shapiro (Cal. Bar No. 326182)
44 Montgomery St., 41st Floor
3 San Francisco, California 94104
Telephone: (332) 233-5784
4 lagre@glennagre.com
eshapiro@glennagre.com

5 Reid Skibell (*pro hac vice* forthcoming)
6 1185 Avenue of the Americas, 22nd Floor
New York, New York 10036
7 Telephone: (212) 358-5600
rskibell@glennagre.com

8 LEWIS ROCA ROTHGERBER CHRISTIE LLP
9 Daniel F. Polsenberg (*pro hac vice* forthcoming)
Joel D. Henriod (*pro hac vice* forthcoming)
10 Abraham G. Smith (*pro hac vice* forthcoming)
3993 Howard Hughes Parkway, Suite 600
11 Las Vegas, Nevada 89169-5996
(702) 949-8200
12 (702) 949-8398 (Fax)
DPolsenberg@LRRRC.com
13 JHenriod@LRRRC.com
ASmith@LRRRC.com

14 *Attorneys for Plaintiff*

15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
COUNTY OF SAN MATEO

17 SCOTT FREEMAN, M.D., as trustee for
18 the SCOTT MITCHELL FREEMAN REVOCABLE
LIVING TRUST, dated March 10, 2012, for itself
19 and as assignee of FERDINAND BELGA,

20 Plaintiff,

21 vs.

22 STEPHEN HURST; SUNRAY ASSET
MANAGEMENT, INC.; NICO FORTE; CERUVIA
23 LIFESCIENCES f/k/a CH-TAC; CAREY
TURNBULL; RUSSELL BURBANK, as liquidating
24 trustee for nominal defendants SAVANT
ADDICTION MEDICINE, LLC and SAVANT HWP
25 HOLDINGS, LLC; DOE INDIVIDUALS 1
through 20; and ROE CORPORATIONS 1 through
26 20,

27 Defendants,

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 8/18/2022
By /s/ Vanessa Jimenez
Deputy Clerk

Case No. 22-CIV-03024

Dept. No. 2

**PROOF OF SERVICE OF
[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO
PARTIALLY SEAL**

Date: October 3, 2022
Time: 9:00 a.m.

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and
SAVANT ADDICTION MEDICINE, LLC; SAVANT
HWP HOLDINGS, LLC; and SAVANT HWP, INC.
Nominal Defendants.

1 I, **Megan M. Reilly**, am employed by Glenn Agre Bergman & Fuentes LLP in the City
 2 and County of New York, State of New York. My business address is 1185 Avenue of the
 3 Americas, 22nd Floor, New York, New York. I am over the age of 18 and not a party to this
 4 matter. On the date set forth below, I served the following documents:

5 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO PARTIALLY**
 6 **SEAL**

7 on the following:

8 9 10 11 12	DORSEY & WHITNEY LLP Matthew J. Olson 167 Hamilton Avenue, Suite 200 Palo Alto, CA 94301 <i>Counsel for Defendants Savant Addiction Medicine, LLC and Savant HWP Holdings, LLC</i>	DORSEY & WHITNEY LLP Evan Ng 167 Hamilton Avenue, Suite 200 Palo Alto, CA 94301 <i>Counsel for Defendants Savant Addiction Medicine, LLC and Savant HWP Holdings, LLC</i>
13 14	Stephen Hurst 3265 Mario Road Reno, NV 89523	Nico Forte 119 Pleasant Street Roseville, CA 95678
15 16 17 18 19 20	Carey Turnbull 105 Clubhouse Road Tuxedo Park, NY 10987 30 E. Lake Stable Road Tuxedo Park, NY 10987 32 Nannau Wood Bar Harbor, ME 04609	Russell Burbank 224 Corte Madera Avenue Mill Valley, CA 94941-4502

21 **Overnight Delivery.** By causing the documents to be placed in an envelope provided by an
 22 overnight delivery carrier, addressed to the persons at the addresses listed above, and placed for
 collection and overnight delivery at a regularly utilized drop box of the overnight delivery carrier.

23 I declare under penalty of perjury under the laws of the State of California that the
 24 foregoing is true and correct.

25 Executed on August 18, 2022, in New York, New York.

26 /s/ Megan M. Reilly
 27 **MEGAN M. REILLY**

STATE OF CALIFORNIA

PROOF OF SERVICE

COUNTY OF LOS ANGELES

)
) ss.

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is: 300 S. Grand Avenue, Suite 2600, Los Angeles, CA 90071. On September 2, 2022, I served the foregoing document described as:

NOTICE OF REMOVAL

on the parties or attorneys for parties in this action who are identified on the attached service list, using the following means of service. (If more than one means of service is checked, the means of service used for each party is indicated on the attached service list).

BY PERSONAL SERVICE. I placed ___ the original or ___ a true copy of the foregoing document in sealed envelopes individually addressed to each of the parties on the attached service list, and caused such envelope to be delivered by hand to the offices of each addressee.

BY FACSIMILE TRANSMISSION. I caused ___ the original or ___ a true copy of the foregoing document to be transmitted to each of the parties on the attached service list at the facsimile machine telephone number as last given by that person on any document which he or she has filed in this action and served upon this office.

BY MAIL. I placed ___ the original or a true copy of the foregoing document in a sealed envelope individually addressed to each of the parties on the attached service list, and caused each such envelope to be deposited in the mail at , . Each envelope was mailed with postage thereon fully prepaid. I am readily familiar with this firm’s practice of collection and processing of correspondence for mailing. Under that practice, mail is deposited with the United States Postal Service the same day that it is collected in the ordinary course of business.

BY E-MAIL. I caused the foregoing document(s) to be transmitted by e-mail electronic transmission to the e-mail address on the attached service list as last given by that person on any document which he or she has filed in this action and served upon this office.

BY EXPRESS MAIL. I placed ___ the original or ___ a true copy of the foregoing document in a sealed envelope individually addressed to each of the parties on the attached service list, and caused each such envelope to be deposited in the mail at , . Each envelope was mailed with Express Mail postage thereon fully prepaid. I am readily familiar with this firm’s practice of collection and processing of correspondence for mailing. Under that practice, mail is deposited with the United States Postal Service the same day that it is collected in the ordinary course of business.

BY FEDERAL EXPRESS. I placed ___ the original or ___ a true copy of the foregoing document in a sealed envelope or package designated by Federal Express with delivery fees paid or provided for, individually addressed to each of the parties on the attached service list, and caused such envelope or package to be delivered at , , to an authorized courier or driver authorized by Federal Express to receive documents.

(State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Federal) I declare that I am employed in the office of a member of the bar of this court, at whose direction the service was made.

Executed on September 2, 2022, at Los Angeles, California.



Mylene Ruiz

Locke Lord LLP
300 S. Grand Avenue, Suite 2600
Los Angeles, CA 90071

Service List

Scott Freeman, M.D., et al. v. Stephen Hurst, et al.

Locke Lord LLP
 300 S. Grand Avenue, Suite 2600
 Los Angeles, CA 90071

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STATE OF CALIFORNIA

PROOF OF SERVICE

COUNTY OF LOS ANGELES

)
) ss.

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is: 300 S. Grand Avenue, Suite 2600, Los Angeles, CA 90071. On September 2, 2022, I served the foregoing document described as:

NOTICE TO STATE COURT AND ADVERSE PARTIES OF REMOVAL OF THIS ACTION TO FEDERAL COURT

on the parties or attorneys for parties in this action who are identified on the attached service list, using the following means of service. (If more than one means of service is checked, the means of service used for each party is indicated on the attached service list).

BY PERSONAL SERVICE. I placed ___ the original or ___ a true copy of the foregoing document in sealed envelopes individually addressed to each of the parties on the attached service list, and caused such envelope to be delivered by hand to the offices of each addressee.

BY FACSIMILE TRANSMISSION. I caused ___ the original or ___ a true copy of the foregoing document to be transmitted to each of the parties on the attached service list at the facsimile machine telephone number as last given by that person on any document which he or she has filed in this action and served upon this office.

BY MAIL. I placed ___ the original or a true copy of the foregoing document in a sealed envelope individually addressed to each of the parties on the attached service list, and caused each such envelope to be deposited in the mail at . . Each envelope was mailed with postage thereon fully prepaid. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing. Under that practice, mail is deposited with the United States Postal Service the same day that it is collected in the ordinary course of business.

BY E-MAIL. I caused the foregoing document(s) to be transmitted by e-mail electronic transmission to the e-mail address on the attached service list as last given by that person on any document which he or she has filed in this action and served upon this office.

BY EXPRESS MAIL. I placed ___ the original or ___ a true copy of the foregoing document in a sealed envelope individually addressed to each of the parties on the attached service list, and caused each such envelope to be deposited in the mail at , . Each envelope was mailed with Express Mail postage thereon fully prepaid. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing. Under that practice, mail is deposited with the United States Postal Service the same day that it is collected in the ordinary course of business.

BY FEDERAL EXPRESS. I placed ___ the original or ___ a true copy of the foregoing document in a sealed envelope or package designated by Federal Express with delivery fees paid or provided for, individually addressed to each of the parties on the attached service list, and caused such envelope or package to be delivered at , , to an authorized courier or driver authorized by Federal Express to receive documents.

(State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Federal) I declare that I am employed in the office of a member of the bar of this court, at whose direction the service was made.

Executed on September 2, 2022, at Los Angeles, California.



Mylen Ruiz

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Service List

Scott Freeman, M.D., et al. v. Stephen Hurst, et al.
Case No. 22CIV03024

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