

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ECOGENSUS, LLC and SRF
TECHNOLOGY LICENSING EUROPE
EAST, LLC,

Plaintiffs,

v.

PROVIDENCE ENERGY CORPORATION;
JOHN MICHAEL (“MIKE”) ALLEN; ZERO
GLOBAL WASTE, LLC; JEFFORY
BLACKARD; WILLIAM ALLEN;
RICHARD SANTORUM; MATTHEW
PACELLA; MLADEN JOZINOVIĆ;
BENJAMIN “JED” ROLLINS; ZERO
GLOBAL WASTE CROATIA d.o.o.; LEE
BEAMAN; CURTIS BOSTIC; and
SANCTUS CAPITAL ADVISORS, INC.,

Defendants.

No. 26-CV-2136

Hon. Ronnie Abrams

Hon. Sarah L. Cave (Mag.)

**FIRST AMENDED
COMPLAINT**

Nature of the Case

1. This action arises from a nearly decade long coordinated business venture (the 'Group') in which private American oil-and-gas interests, operating through front companies styled as clean-energy ventures and deploying former United States Senator Rick Santorum as a political operator, covertly allied with Romanian industrialist Gabriel Comănescu and his Grup Servicii Petroliere S.A. ("GSP") group, historically a major Gazprom contractor, to secure positions in Eastern European energy infrastructure and seek and obtain government financing. The Group combined American capital and political access with Romanian industrial capacity and political access, Croatian operations, and a network of operators including a security firm, law firms and other specialists. The Group used insiders, entrusted with a small American technology company's confidences, to infiltrate and ultimately exploit it. Ecogensus was hijacked by the Group and its sustainable technology company has been used to supply environmental credentials and American manufacturing identity around which the group pursued government meetings, export-credit financing, diplomatic access, and the movement of capital into the Balkans.

2. To preserve and exploit that arrangement, the Group participants used concealed financing, concealed entities, fraud, physical assault, extortion, acquisition of trade secrets, witness intimidation, sham litigations and systematic coercion of the company and the technology's inventor. For several years now they have held the flagship technology system in rural Croatia in a large empty factory on the new high-pressure gas mainline, impaired the technology's independent commercialization, and pressed for progressively greater control over the invention and the companies that owned it.

3. In 2025, against the developing scrutiny of the GSP group's Romanian EximBank financing and the insolvency of Romanian operating entities, the American participants pivoted to a hostile takedown of Ecogensus, place it in a 'holding company' they would control, neutralize the inventor, and exploit the technology starting in Texas. They said they were putting GSP on hold due to "corruption" and invoked their connections to the new United States Administration and state leaders in Texas. The Group used their front company to court and pay for U.S. municipal officials, hosting them in Croatia, as the official planned an \$18.7 billion dollar AI data center, ensuring the Group's place in receiving a 500+ acre land allocation and millions in economic incentives.

4. The Group operates through an array of interlocking corporate entities, many clustered at the same Bell Tower address in Texas and the same industrial park in Romania. Those entities were used to obscure the Group activities and enabled its participants to move money, personnel, confidential information, equipment, contractual rights, and political relationships across borders under different corporate names.

5. The Group's common economic purpose was to acquire, finance, and control energy and infrastructure ventures by combining political access, government-backed capital, industrial capacity, and a captured American technology—and to channel the resulting ownership, manufacturing rights, financing proceeds, public incentives, carbon-credit value, and deployment revenues through entities owned or controlled by its participants. Each participant performed a continuing function in pursuit of that purpose. Political influence opened government doors. The clean-energy front supplied the public-facing justification and enabled a pretext for meetings and interactions with U.S. Government institutions such as EXIM Bank, the United States International Development Finance Corporation, the U.S. Senate, the U.S.

Embassy in Croatia, foreign leaders including heads of state and ministers, and foreign municipal leaders. The Romanian side provided facilities, infrastructure, and financing relationships including government funding.

6. For years, Ecogensus, and particularly its founder bore the force of the Group's threats, assault, demands, litigation, and control over his flagship technology system while its participants concealed their relationships and the economic purpose driving their conduct. Operating through separate corporate identities and positions of trust, they obscured the organization behind that pressure and the role they had assigned to his technology. In 2026, Plaintiffs uncovered the Group's underlying structure and common purpose, bringing years of coercion, withheld equipment, demands for concessions, and attempted acquisitions into focus as the work of a coordinated organization. That discovery supplied the explanation for the pressure Plaintiffs and its founder have endured: the Group required his invention to advance its energy, infrastructure, and financing ambitions, and used sustained coercion against him and the company to obtain the control necessary to capture that value for its participants.

Introduction

7. "Your technology is worth billions and billions and billions and billions of dollars. Like can't even count it." On March 26, 2025, Jeffery Blackard said on a recorded call where he discussed his plans, covertly attempting to recruit Østvik's colleagues. His plan joined Texas energy interests, control of the technology's deployment, and access to the highest levels of government. "We gotta do it during this administration because the EPA director is very close with Rick." "Rick" is former United States Senator Rick Santorum, a key person running the Group's sustainable 'front' company and the political operator who helped assemble many of its participants and connect them to public officials. Blackard's described the Group's ambition in

its own terms: bring together energy interests, political influence, and an American invention to capture an opportunity he measured in billions.

8. The Group has been operating for years in both the U.S. and internationally. At the center is Providence Energy, a private American oil-and-gas firm that says it owns and manages nearly 2 million acres of mineral rights. Providence supplied approximately eighty percent of ZGW's cash for the first phase, from 2017 to 2020 and continued supplying funds to ZGW, while recruiting others, including prominent oil and gas interest to join. A Providence affiliate also was reported to hold a fifty-percent interest in a Romanian company alongside Gabriel Comănescu's GSP. Registered to the same office park is another Romanian company started a few months later called 'TEXROM Well Management' which, according to public reports, came to own >40% of GSP Offshore S.R.L., the main operating firm within GSP.

9. ZGW supplied an environmentally-oriented identity; Santorum supplied political access; the Romanian alliance supplied industrial capacity and financing relationships; Croatian operators controlled the flagship system; and insiders entrusted with Ecogensus's confidences supplied information and leverage. Security firms and lawyers were used to threaten witnesses if they spoke up, an inside operator who infiltrated Ecogensus assaulted Østvik and threatened him. Another former senior staffer of Santorum threatened to come to Østvik's house and "bash [Østvik's] skull in".

10. The Group were putting together a multi-billion dollar gas deal, infrastructure in Europe, European and U.S. government funds, and political alliances on both continents. They have secretly shaped and steered a massive \$18.7 Billion dollar AI data center project in the U.S. They have held meetings throughout the Balkans for years, under the guise of ZGW, in areas that

align precisely with gas infrastructure (for example, Tuzla, Bosnia; Rijeka, Croatia; Krk LNG Port; Podrute/Novi Marof).

11. Together, these participants used an American sustainable technology to pursue government financing, diplomatic introductions, manufacturing rights, and positions in energy infrastructure. Their organization connected the people who supplied the money, opened the doors, controlled the equipment, and applied the pressure.

12. None of this was known to Ecogensus or understood. Instead, Ecogensus was met with years of senseless inaction as to the business it said it was doing, ZGW sabotaging its own permit, losing control of the flagship for over a year – allegedly – when it was held ‘hostage’ by a former business partner in Croatia. All the while, the Group principals (billing to ZGW, Blackard Companies, or elsewhere) were flying across 3 continents. They were constantly in Washington, D.C. despite having no U.S. rights. Meals were billed to ZGW’s account at the Senate Dining Room. They would fly to Bucharest and Croatia regularly. Blackard even flew to Moscow – booked through an international travel agency (unlike his typical travel), first booked to to Nepal, then cancelled, then dining in Moscow and flying back to Dallas, charging it to ZGW. ZGW says its entire purpose is to be the ‘licensee’ of Ecogensus technology, but Ecogensus has no rights in Russia, no IP, no business interests there. Yet, for some reason Russia was listed as a strategic country on internal materials for ZGW obtained in an audit. ZGW had no rights to India, yet they charged Mumbai travel to ZGW. All the while, Ecogensus’ machine sat and ZGW – despite having rights to over a dozen countries – advanced no other projects.

13. The pressure against Østvik and other Ecogensus staff went on for years before anyone understood the organization behind it. While the Group pursued official audiences and financing around his technology, its operators kept the flagship system in Croatia and pressed for

increasingly extensive rights over the invention and its owners. In August 2022, Santorum told Østvik: “I assure you I am trying to help you avoid real discomfort” – he wanted Ecogensus to give up manufacturing control and give it to GSP, the Romanian firm.

14. By May 2025, the campaign had turned into a proposal to acquire Østvik’s equity in Ecogensus, any other affiliates, and consolidate the companies into a “holding company”, and install a new CEO. Ecogensus would be reduced to patents, licensed out to Group-connected assemblers to build systems and the Group’s front company, “Zero Global Waste”, would own, install, and operate all sites. Matthew Pacella, Ecogensus’ own former lawyer, who physically assaulted and threatened its founder, Østvik, in Manhattan in 2018, signed that “proposal”. The Group sought to place the invention, the companies that owned it, and the revenues they could generate under the control of the same interests that had spent years coercing their founder. At the same time Blackard was recorded on multiple calls describing his detailed U.S. scheme.

15. The technology gave those interests a powerful credential. Developed by inventor Bjørnulf Østvik, Ecogensus’s patented process converts discarded carbon, including municipal solid waste, into useful engineered materials and fuel products. Its value extended across waste management, manufacturing, energy, and environmental remediation. They needed a transformative technology that could command the attention of leaders. They extensively vetted the technology, had independent experts validate and test, had Deloitte and Mazar’s produce extensive reports, and then they shut it down.

16. Santorum even wrote to the Croatian Prime Minister about “sensitive American Technology” that was “being compromised by known corrupt influences inside of Croatia” yet failed to let Ecogensus know – and failed to mention to the Prime Minister that it was Ecogensus’ technology not ZGW’s.

17. For the Group, the American invention supplied the basis for approaching governments, financing institutions, industrial partners, and prospective investors under a sustainable banner. Control of that invention promised influence over the facilities that would manufacture it, the projects that would deploy it, and the revenues and public benefits those projects could attract.

18. The participants obtained access from inside the company before presenting their operating venture as a customer. In December 2016, Pacella sent Ecogensus's confidential private-placement materials to Santorum for Blackard, Mike Allen, and another prospective investor. The stated purpose was an investment in Ecogensus. In August 2017, unbeknownst to Ecogensus, Providence instead supplied \$400,000—approximately eighty percent of the initial funds—to Zero Global Waste, a vehicle through which the group obtained license rights, a discounted flagship system, and continuing access to Ecogensus's technology. The same participants who received the company's confidential investment materials financed the company that would hold its technology abroad.

19. Corporate records, bank transfers, and correspondence reveal how the group worked. Providence housed ZGW's records at its own headquarters and hosted meetings concerning the technology and the disputes surrounding it. Mike Allen traveled to Europe and appeared in ZGW's own reporting as "Partner Mike Allen." From 2017-2022, ZGW sent more than ninety funding wires to its Croatian subsidiary and reimbursed expenses incurred by Blackard and his associated entities. Providence's principals and general counsel later negotiated the rights the operating company demanded. Financing, operations, legal pressure, and negotiations repeatedly converged on the same people.

20. The Romanian relationship joined that American organization to a foreign industrial and energy network. Providence Investments International LLC held half of the former GSP Eurom Upstream S.R.L., subsequently renamed Providence Energy S.R.L., alongside Comănescu. The company was located within the Romanian complex used by Comănescu's group. Santorum personally brokered the November 2018 confidentiality and fabrication discussions connecting Comănescu's industrial interests to Ecogensus. By June 2022, a draft Romanian venture allocated eighty percent to ZGW International and twenty percent to "Gabi Company," with three of seven board seats assigned to the Romanian side. The participants were planning ownership, governance, manufacturing, and financing around the technology.

21. The relationships also crossed the operating companies' formal boundaries. In January 2024, the lawyer representing GSP Offshore in a Croatian court introduced Mladen Jozinović, ZGW Croatia's operations chief, as a representative of GSP Offshore. The man controlling access to Ecogensus's flagship also appeared for the Romanian industrial group that the American participants repeatedly demanded be given manufacturing rights. Shared personnel and recurring legal channels connected the Croatian custody of the technology to the Romanian industrial beneficiary.

22. Providence's own principal described the larger energy opportunity. In the summer of 2022, William Allen told Østvik that Providence was working with Comănescu's group on an approximately \$9 billion natural-gas transaction running through Croatia and described Jozinović's assistance with the port. In January 2026, Allen again described the gas transaction and explained that pressure against Østvik served to protect it. Those statements, recounted by Østvik from his conversations with Allen, identified an energy undertaking far larger than the

flagship installation and supplied a direct explanation of the interests the pressure campaign served.

23. Government-backed financing gave the American identity of the technology particular importance. On October 9, 2020, the Export-Import Bank of the United States announced a memorandum with Romania contemplating potential financing of up to \$7 billion, particularly for energy and infrastructure projects involving products and services of “American origin or manufacture.”¹ “Apart from the initialed agreement, we also managed to identify the US interest for a \$ 7 billion funding component for the development of energy projects...” the Romanian Minister of Economy, Energy and Business Environment said, “...including nuclear and liquefied natural gas and infrastructure projects - road, rail, bunkering stations, through a Memorandum of Understanding with Export Import Bank of the United States. Also, in Washington DC, we had a meeting with representatives of USDFC (The United States International Development Finance Corporation) in order to expand this financial interest by involving various US financial institutions.”

24. On December 17, 2020, ZGW produced a letter stating they anticipate they could purchase “5,000 Ecogensus systems within a timeline of approximately five (5) years” which would cost several billion dollars. He then described in that same letter “ financing options that successfully involve the United States Development Finance Corporation or Export-Import Bank —both of whom we are in ongoing discussions with”.

25. Through ZGW, the Group paid \$502,150.45 to the advisor interfacing with EXIM bank, preparing loan documents, traveling to Washington, Zagreb, London, and Bucharest.

¹ Export-Import Bank of the United States, “EXIM Signs \$7 Billion Memorandum of Understanding with Romania’s Ministry for Economy, Energy and Business Climate,” October 9, 2020. [EXIM announcement](#).

ZGW's own budget line was designed "Loan Financial Preparation / EXIM Bank (Bashrum)" at \$11,500 per month – at a time before ZGW had a single operation.

26. While leading Ecogensus to believe it was simply struggling for to get a first project together, demanding one contract extension and amendment after the other, the Group used Ecogensus' invention as the American sustainable technology credential for its own financing and government approaches. Instead of developing engineering facility plans for its site, it paid a graphic design artist to create a mock-up of a facility design. Instead of paying sales people – they are a distributor after all – they paid lawyers, a security firm, and advisors pursuing the broader Group business.

27. The cultivation of public officials appears in the Group's expense records in unmistakable terms. A March 24, 2018 ZGW American Express charge records \$725.60 for "Tickets for Diplomats to Mavs Game." The entry was made in the person's expense report and attached as a receipt for reimbursement by ZGW.

28. In an April 10, 2018 email submitting accounting records for \$5,183.11 in event expenses (paid for by Blackard, then reimbursed by ZGW, which was funded by Providence), Keresa Richardson said "I did not include the cost of Cognac, Cuban cigars, Gifts to Diplomats, Croatian flags."

29. A Croatian yacht charter showed how ZGW was used. On August 20, 2019, Providence wired \$11,000 to ZGW with the memo "Croatia yacht trip." ZGW paid Master Yachting in two installments (August 20th and 22nd) and later reimbursed Blackard for final Yacht fees; the outgoing amounts totaled exactly \$11,000. The charter was for the Lagoon 52 catamaran Tequila Sunrise, August 24–3. The receipt bears the handwritten annotations "\$11,000 Mike Allen" and, separately, "\$2,600 cash Blackard." On August 19, 2019, Group operator

wrote “I received call from Rick last night pretty angry and then Jeff a few minutes ago. I don’t know what’s going on with those guys, but Blackard was all upset about Prepos apparently having a bunch of plumbers and electricians on site today and freakin our that Prepos going to yank deal. Jeff heading over on Sunday with lead investor and Texas AG he says.”

30. In May 2022, ZGW-funded lodging records placed Sulphur Springs, Texas officials Marc Maxwell and Nate Smith with Blackard at a luxury hotel in Zagreb and at a beach resort on the Adriatic Sea. Weeks later, the city funded plans for a site that would then in 2024 allocate hundreds of acres of land to Blackard (and millions of dollars of state economic development funds). Blackard’s companies secretly later used imagery of Ecogensus’s technology in promotional activity tied to the same timeframe as City of Sulphur Sprins announcements.

31. Over and over again they invoked Ecogensus technology to generate goodwill, access, benefits – all while muscling Ecogensus to keep quiet. For years they controlled the technology and Ecogensus had no good explanation – did not even understand why – it was kept under lock and key. They kept the positive reports, data, imagery, videos for themselves and their Group purposes. Group participants controlled the site where the technology is held, access to the equipment, its onboard computer system and proprietary software, and the conditions under which others could observe it. Their custody gave them power over the company’s ability to show the world what its technology could do.

32. The Group’s own communications recognized the system’s performance. Santorum described the January 2020 tests to the Croatian Prime Minister as “very successful,” and ZGW’s internal reporting recorded its verification of the system’s performance. The flagship remained outside commercial operation. In the spring of 2022, William Allen acknowledged: “Since we’ve had our machine sittin’ there idle for a year, which is our fault”. In February 2022, the group had

moved the system to the large industrial facility at Podrute, near Novi Marof, on the new high-pressure gas corridor. Years of further promises followed while the Group retained custody and sought additional rights.

33. The participants also took control of the technology's public description and deliberately stalled their own project. On October 8, 2021, an internal ZGW "Partners' Update" called pyrolysis "extreme" and wrote it is "too expensive in almost all cases, create more unwanted emissions, and are almost universally unavailable in all of Zero Global Waste's license area." They contrasted Ecogensus technology, said it had been observed by Partner Mike Allen and "many engineering and environmental consultants, all of whom contributed to Zero Global Waste's verification of the System's performance. Test results in Figure 10 corroborate the significant testing done by Ecogensus on their American-based test Systems."

34. That same exact month they applied for a permit describing Ecogensus as "pyrolysis" for the Podrute/Novi Marof site. They had already planned their 'crisis' strategy, hiring a Croatian firm to develop "Counseling on key messages, media appearance and communication channels." They did that in late December 2019 and early 2020. Not only did they not have a crisis, they did not even have an operating site. Before there was a single protest, a single individual – from North America – sent an email to the small village in Croatia asking the town what they planned to do at that site. Two days later that email to the town was in Mladen Jozinovic's inbox, without a custody chain, being sent to Blackard. Jozinovic said they would need to react, call a town meeting, issue a press release. Over an email. Then the protests came.

35. Following a summer of protests – that Blackard blamed on George Soros – Ecogensus personnel learned that they may have mislabeled the permit as pyrolysis. "Don't

come at me in that email ‘well you know it’s not pyrolysis, it’s blah blah... Why did you use that word?’ What do you want...you own the technology” Blackard said on a call that he himself record in 2022, submitting the transcript in filings in New York State Supreme Court.

36. The June 2022 Romania Development Incentive document, later uncovered, showed how ZGW described the technology in their own materials – where they made no mention of Ecogensus at all. The word pyrolysis did not appear and they spoke broadly of other uses, not limiting it to “fuel” (the lowest value) as they do when referring to Ecogensus.

37. Besides blaming permitting issues, ZGW would invent new elaborate theories of why Ecogensus could not be relied upon – as a pretext for why they needed to manufacture the technology. This year, Plaintiffs discovered that Blackard secretly formed EcoZ Manufacturing LLC, registered to his Bell Tower office (where ZGW and Blackard Companies are also registered), on December 1, 2017 – just three months after the very first order for a single system, the prototype, had been placed at Ecogensus. A 2018 internal strategy document shows EcoZ Manufacturing LLC as a subsidiary of Zero Global Waste LLC.

38. For years, ZGW has sought manufacturing information and sensitive trade secrets. Ecogensus’ technology has many uses – many that are not publicly disclosed. Third parties were brought to the flagship and given access to its control panel. Later demands sought protected process information, engineering drawings, control-system information, manufacturer relationships, and authority to commission equipment through GSP and other assemblers. In 2025, technical information moved into a ZGW-hired engineering firm’s hands. At one point in a video ZGW itself recorded, Jozinovic revealed he gave access to Ecogensus’ technology, the internals of it, to “Russian guys” in order to clean it. In 2022, an engineer provided a sworn declaration in a New York Supreme Court proceeding that he had observed at least six third-

party groups brought to the system including a group that requested access to and examined the control panel—the system’s “brain.” This sworn affidavit states “ I learned that the visitors were there to determine whether it was feasible and what it would cost for ZGW to duplicate and manufacture the same systems in Eastern Europe.” Affidavit of Michael D. Lukas, PH.D., New York Supreme Court, 9-30-2022 (INDEX NO. 653605/2022)

39. Pacella supplied another route to the company’s sensitive information. He had served as Ecogensus’s lawyer, held its confidences, and participated in its internal affairs. At some point between 2019 and 2020, he caused a company computer to be copied and retained its contents though this was only recently learned. In July 2026, sitting in New York, he acknowledged under oath that he had never scrubbed that copy and had it forensically audited. Back in 2018, he wrote that the company’s computer had been destroyed from a friend throwing it off his roof – said he brought it to technicians for recovery - who determined it was unsalvageable. Ecogensus is still not sure the extent of information that has been retained but weeks ago a sudden dump of thousands of files of privileged information were injected into a third-party funded fee dispute brought by Pacella.

40. The Group has a defined approach deployed across multiple operators. Blackard coordinates various third parties, including the security firm and lawyers, contacts investors, personnel and associates when bringing a pressure campaign (the pattern was brought repeatedly over years). Santorum, Pacella, and later Bostic, provide aggressive threats and, in the case of Pacella, even assault. Providence’s principals act as the coordinated route to relief. The campaigns are coordinate perfectly. On January 12, 2026, Will Allen of Providence spontaneously called to open discussion and promised he could ensure Ecogensus was not “blindsided”. The same morning, Ecogensus was blindsided by a demand from a Delaware law

firm saying they represented a shareholder - Santorum's friend, and ZGW funder – who Ecogensus had not heard from in years.

41. The Croatian operating and security channels added pressure from abroad including direct criminal threats. On October 14, 2022, an Group lawyer wrote that “Mike has asked me to reach out to you,” referring to Providence's Mike Allen, to propose a one-week stand-down to pursue a deal (where they sought manufacturing rights for ZGW and changing the audit provisions of the contract after Ecogensus had obtained documents they likely regret producing). Later that month, threats to Østvik and his colleagues came from random private third parties in Europe suggesting they would face criminal proceedings in Croatia and the EU.

42. The Group also sought withdrawal of sworn evidence. After Østvik's colleague Frank Harris supplied an affidavit in New York Supreme Court, the Croatian security firm Klemm Sigurnost suddenly demanded a retraction under threat of criminal and other legal proceedings in Croatia and other European Union countries. ZGW had retained the firm, and its records placed Klemm within the group's hospitality network as early as 2018. A further demand followed in October 2025. The recurring use of that security and legal channel extended the Group's pressure from the possession of equipment and extraction of rights to the inventor's ability to place his account before a court.

43. The 2022 campaign culminated in a new allocation of rights. Providence's own October term sheet named GSP and Titan as pre-approved manufacturers and placed Providence at the center of the negotiations and the ongoing relationship. The February 2023 “reset” would install Providence as the point of contact and expanded the manufacturing arrangements while the Group retained the flagship.

44. In 2025, the American participants accelerated their domestic ambitions. During recorded calls, Blackard proposed holding off on GSP, referenced “corruption” and then talked about Texas and the United States.

45. On February 19, 2025, Blackard described that: "A sequence of events have happened in the United States where Trump became president and the EPA director and the Department of I mean and the director of uh well the EPA director is very good friends of uh Santorum okay? And obviously Trump they've asked they've asked Rick to maybe be on the board of the White House for the EPA."

46. Blackard went on to explain his ambition to get rights for Texas: “Um if we could figure out a way to get Texas uhm as one of our territories. let me give you a little bit more. Larry O'Donnell's been helping us. He was the ex waste management CEO. And obviously we know the governor and attorney general, Lieutenant Governor very, very well."

47. Months later, GSP would go into insolvency and there were reports of investigations into EXIM Bank credit extended to GSP and others. On February 19, 2025, Blackard already was concerned: “Yes, we'd like to use GSP, but we could hold off on GSP for a short period of time. But we would like to use Titan." "You guys don't have to worry about going to Romania in the next whatever six months."

48. Blackard knew Ecogensus – and its founder – were focused especially on the opportunities for the technology in the U.S. “I know Bjornulf wants the United States. I know that. That's his backyard. That's his baby. So anyway.” Blackard said. He had explained, in describing why they should have rights instead: "The new administration is looking for innovative ideas that are Trump's ideas. Okay. The administration's ideas, not the last administration ideas, because I think they're still focused on figuring out a way to clean up the

environment. And, you know, with our relationships, and they're not mine, but well, in the state of Texas, they're... a lot of them are mine, but With that with that power, I mean that's right directly to the White House. “

49. On February 27, 2025, Blackard pushed again: "Well the other news before we get into this is I mean the reason we want Texas is just that we are so close now to the Minister of Energy. I mean, a friend of Rick's And um and the the EPA director is also a really close friend of Rick's. And also, Trump in the White House has asked Rick to be on their environmental advisory board. And the White House".

50. The Ecogensus representative asked about Romania: “Corruption, blah blah blah. Everything you can think of” Blackard explained.

51. Blackard went on to say: ““I mean Trump was looking for solutions Okay. And there's only a few people in that circle. I'm not in that circle, so I'm not pretending that I am. But I think the horsepower that we have today, which we didn't have, you know, whatever two months ago, but everything the whole world changed in a second. And if Trump can have uhm solutions that in theory he comes up with, not he, but his administration, they will throw everything at it. Uhm. So, and you know, we're really close to the governor here. Obviously the Attorney General is a close friend of mine. Uhm Rick put, you know, Cruz in office. I mean, all the mayors and city council people....”

52. The Group had an elaborate plan. Blackard explained that: “we're not we're not just gonna go do one here. I mean we we're gonna try to figure out an incentive program based on the tipping fees. that we could really scale this thing out for the whole state. If it works if it works in Dallas, it was gonna work in the whole state.”

53. Blackard described his scheme to obtain U.S. Government funds. ““So another reason we put Africa on here, I just want a couple countries in Africa. Nobody cares about Africa. Because I want to really hammer on the carbon credit side.” Blackard sought to use the carbon credits for financing: “I think I have the source the sources, the pressure points that we could put on the EU. to give us the you know the carbon credit. Not to give us the carbon credit, but to transfer it from a third world country into the EU and get a carbon credit, then I think I mean, you got your company's worth billions and billions and billions and billions of dollars overnight.”

54. He explained that by “adding Texas and adding another sub-Saharan African nation” he could receive government funding. Blackard said “and us doing the african thing and nanoplastics and carbon credits...thats maybe how we get money out of our government”

55. Blackard, who had joined Santorum when he interviewed with Tucker Carlson (charging certain expenses in Maine, where Carlson’s studio is, to the ZGW account), boasted ““I was talking to Tucker about it a couple of a month or two ago. I mean we have cheerleaders Tucker Carlson, the guys on cable news. I mean I got up and spoke about what we were doing and he's like, I mean I had I can get so many cheerleaders Like you wouldn't believe in America”

56. “A lot of Rick's people are in the administration this time around” Blackard explained. Blackard described Mike Allen and Jack Denman, another Oil & Gas funder in ZGW. “I know this because Lee Zeldin, I mean, we're in that circle right now” and then he explained “Like, you know, obviously Mike and Jack, all these guys, that are investors in this, it would make them so happy to have something here. Um And you know the tipping fees aren't very high here. So, but I think I could figure out a way to get incentives and stuff like that. for this technology.”

57. Tipping fees are the fees paid to dispose of waste. The average fees in Texas are lower than in other areas of the U.S., however Ecogensus' technology specifically was designed to be competitive with the existing market rates, even below market rates.

58. Yet, Blackard explained his plan to receive U.S. money: "we're not gonna chase carbon credits in the next four years in the United States, but it could be a different program in the EPA to help us here as we transform from burying to possibly this technology."

59. "'Well they do this they do this kind of stuff, uh knee I say knee-jerk reaction,'" Blackard said, "I hope you're not taping this or anything. But but they do these kind of things just like, you know."

60. Blackard was being lawfully recorded. He inspired it, bragging in 2022 how he records every phone call and himself submitting a transcript of a call he recorded with the very person he was speaking to.

61. Later that call, Blackard named the thing they have held from Ecogensus for all these years: "'Anything else you want from us? Do you want one machine operational? You want us to order five more? I know that. So do I.'" He wanted it all.

62. In the weeks that followed, the third-party funded attorney on the Pacella fee dispute suddenly paused the arbitration to discuss a commercial acquisition by third parties.

63. On March 7, 2025, Blackard was getting ready to operate in Croatia he said. "I should kick your ass for making me get these CE markings. I know we agreed to it. Do you know how difficult that is. Tell Bjørnulf thanks a lot." Ecogensus had insisted that ZGW comply with European law, only they can do this as the integrator of the components and facility. "Monday we'll have it in our possessions and that chapter will be over." A year later, Mladen

Jozinovic insisted to Frank Harris, on a recorded call, they did not want to “trick” anybody as they pushed Harris to have Østvik personally sign a document that would have put liability on Ecogensus, and Østvik, for whatever ZGW has built in Croatia – a country Østvik has never been to, nor has anyone at Ecogensus seen what they have built there. He was ready to operate though, he said, describing they “plan on taking waste April 1st, 2nd, April 2nd. I don't want to say April 12th”

64. Blackard explained why. “The secretary of energy and the secretary of the EPA. I would love to have a meeting with them in the next whatever talking about y'all's technology”

65. ““You gotta have the right audience and somebody that can actually walk in that really has a relationship with Trump,” Blackard explained. “And I know who that person is. Rick has one, but it's he's not the guy, but a really good friend of mine is very close to Donald Trump. Like he was sitting next to him on election night. Okay Elon Musk was in there, Tucker, Don Jr., well there's only a few, but he was in there. On Monday we flew to Abilene, the Christian University, because they're building a nuclear plant. um on their campus, one of these many nuclear plants.”

66. Blackard went on to explain about Eastern Europe, after years of direct threats towards Plaintiffs:

67. “I mean that's how they control you by suing you for stuff, right? So we've got through all these different Well, that part of the world does, I promise you. Or kill you.”

68. Later in March 2025, Blackard explained on another recorded call that Mike Allen and Rick Santorum would be in Croatia soon. He went on to make another push for Texas. “I have my partners, they're all pretty much all from Texas. They always want Texas.” He

described Mike Allen’s friends who would join in on their plan. He referenced Richard Ellis – the Pastor who had left the prayer voicemail on Østvik’s cell phone (Østvik had never met or heard of Ellis).

69. “Then then Your technology is worth billions and billions and billions and billions of dollars. Like can't even count it. We gotta do it during this administration because the EPA director is very close with Rick The Secretary of Energy, we know. So this would be a really good time to get a stellar team to go do this. That's my pitch. I'm not really trying to like force it.” Blackard said this on March 26, 2025.

70. May 2025, Østvik received the buyoff letter. The Group, led by Providence, had been verbally identified as the proposed buyout principal, but Providence declined to put their name on a written proposal because of concern about a “RICO conspiracy” allegation.

71. When Østvik did not acquiesce, they embarked upon a months-long pressure campaign which is ongoing. Plaintiffs continue to investigate and only this year discovered the Group and the scheme.

72. This Complaint seeks relief through claims under federal trade-secret, false-advertising, and computer-access laws and state-law claims for fraud, conversion and detinue, tortious interference, breach of fiduciary duty and aiding and abetting, civil conspiracy, breach of the Fourth Master License Agreement and Existing Equipment Agreement, breach of the implied covenant, misappropriation, and unjust enrichment. These claims address the acts through which the participants obtained information and property, obstructed independent commercialization, misrepresented the technology and their rights in it, and pursued control of its owners.

73. Plaintiffs bring this action to recover for the injuries to their businesses and property, enforce their rights in the technology and flagship system, and end the continuing interference with their work. The organization described here used an American invention to reach governments, financing institutions, industrial partners, and public opportunities while directing years of coercion at the people and companies that could stand in its way.

JURISDICTION AND VENUE

74. This Court has subject-matter jurisdiction under 28 U.S.C. § 1331 because Plaintiffs assert claims arising under the laws of the United States, including the Defend Trade Secrets Act, 18 U.S.C. § 1836(b); the Lanham Act, 15 U.S.C. § 1125(a); and the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(g). The Court has additional jurisdiction over the Lanham Act claim under 28 U.S.C. § 1338(a) and 15 U.S.C. § 1121.

75. The trade secrets at issue are related to products and services used in, and intended for use in, interstate and foreign commerce within the meaning of 18 U.S.C. § 1836(b)(1). The conduct alleged falls within 18 U.S.C. § 1837 because Zero Global Waste, LLC is an entity organized under the laws of Texas, Jeffory Blackard is a natural person residing in the United States, and acts in furtherance of the offense were committed in the United States as alleged below.

76. This Court has supplemental jurisdiction under 28 U.S.C. § 1367(a) over the state-law claims. Those claims arise from the same case or controversy as the federal claims, involving the same technology, equipment, agreements, participants, and course of conduct.

77. This Court has personal jurisdiction over Zero Global Waste, LLC and Zero Global Waste Croatia d.o.o., and over their directors, managers, officers, and agents included within the

definition of "ZGW," because those parties expressly consented to the jurisdiction of this District in Section 3.05 of the Existing Equipment Supplemental Agreement dated February 2, 2023, and in the accompanying Mutual Release, as to disputes concerning the Existing Equipment, its use, and its possession.

78. This Court has personal jurisdiction over the remaining Defendants under Fed. R. Civ. P. 4(k)(1)(A) and N.Y. C.P.L.R. § 302(a). Each transacted business within New York, contracted to supply goods or services in New York, committed a tortious act within New York, or committed a tortious act outside New York causing injury within New York while expecting or reasonably expecting the act to have consequences in New York and deriving substantial revenue from interstate or international commerce. The specific contacts of each Defendant are alleged in the Counts asserted against that Defendant.

79. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to these claims occurred here, including the July 2017 negotiations, the April 2018 conduct in Manhattan, the transmission of the October 27, 2022 term sheet to Plaintiffs' New York counsel, the demands directed at sworn testimony filed in New York, and the January 2026 acquisition meeting in New York. Venue is also proper under the parties' contractual forum selection described above.

80. Venue as to the foreign Defendants is separately proper under 28 U.S.C. § 1391(c)(3), which permits a defendant not resident in the United States to be sued in any judicial district.

COUNT 1

FRAUDULENT INDUCEMENT

(Pleaded in the alternative to Counts 7, 8, 9, and 11)

81. Ecogensus, LLC (“Ecogensus”) and SRF Technology Licensing Europe East, LLC (“SRF”) assert this count against Zero Global Waste, LLC (“ZGW”), Zero Global Waste Croatia d.o.o. (“ZGW Croatia”), Providence Energy Corp. (“Providence”), Michael Allen, William Allen, Jeffory Blackard, Richard “Rick” Santorum, Matthew Pacella, Mladen Jozinović, and Benjamin “Jed” Rollins.

82. Ecogensus developed the technology, owned the rights licensed in the 2017–2019 agreements, and supplied the confidential business information described below. SRF, formerly Ecogensus Technologies Europe, LLC, served as licensor and equipment supplier under the 2021 agreement and executed the February 2023 agreements. Bjørnulf Østvik acted as Ecogensus’s chief executive officer. Frank Harris negotiated and signed the February 2023 agreements as SRF’s president.

83. Through the acts described below, defendants procured the first full-scale 5000L system, confidential information, commercial rights, and concessions. Their control of the system and its operating proof impaired Ecogensus’s financing, sales, and manufacturing across its business and enabled them to obtain further concessions.

84. In 2014, Keith Schmidt, Santorum’s former state director, assaulted Østvik. In February 2016, Schmidt arranged a meeting and dinner after Østvik was told that Santorum wanted to meet him.

85. Within weeks, Santorum directed Østvik to Dallas to meet the founder of EarthX. Providence's offices served as the rendezvous. Blackard presented himself as the driver. On the eve of Østvik's wedding, Santorum discussed becoming Ecogenus's chief executive officer and chairman. In fall 2016, Schmidt threatened to kill Østvik.

86. In December 2016, Santorum arranged through Pacella, counsel to Østvik's companies, for confidential Ecogenus materials to be supplied for Michael Allen's consideration as a prospective personal investor. On December 17, Pacella transmitted Ecogenus's private placement memorandum and related financial information to Santorum for delivery to Allen, Blackard, and Mark Green. Østvik authorized the disclosure for the stated investment purpose.

87. In spring 2017, Santorum introduced Blackard as a prospective customer seeking equipment for resort developments. Blackard and Duzich then proposed a license for Croatia and surrounding countries through ZGW, coupled with development in Brazil. When Østvik asked Pacella in August 2017 how Duzich had obtained Ecogenus's private placement memorandum, Pacella acknowledged that it had been supplied to Blackard in December at Santorum's request.

88. During the July 2017 negotiations in New York and the negotiations preceding execution on August 25, Blackard and Duzich told Østvik that ZGW had secured a Brazilian billionaire as a partner, that development was underway, and that ZGW would purchase additional systems. They presented the first system as a demonstration facility that would support customer and investor visits, operating validation, and publicity benefiting Ecogenus. On August 23, final negotiating positions were conveyed to Østvik as the Brazilian partner's requirements.

89. The representation of secured Brazilian backing was false. In November 2017, Blackard sought additional time to obtain the Brazilian participation he had represented as secured before signing. Providence had supplied \$400,000 to ZGW on August 29, 2017, four days after execution. Blackard and Duzich withheld that funding arrangement while presenting the Brazilian partner as the basis for ZGW's purchasing and development capacity.

90. In reliance on the represented backing and demonstration relationship, Østvik caused Ecogensus to execute the August 25, 2017 license, provide distributor pricing for a single system, accept 50% down without an initial credit check, waive upfront licensing fees, and grant territorial rights. Ecogensus committed technical work and manufacturing resources to the flagship. The discount, waived fees, and rights transferred reduced the value Ecogensus received for its property and work.

91. On information and belief, Michael Allen and Providence financed and participated in the customer arrangement from its inception. The basis is the December 2016 investment-materials transmission, the August 2017 Providence contribution, subsequent Providence funding, and Santorum's later acknowledgment that he recruited Blackard and Allen following his disagreement with Østvik about managing Ecogensus. They obtained company information before acquiring rights through ZGW.

92. On February 21, 2018, Østvik wrote Blackard and Duzich, copying Santorum and Pacella, identifying the Brazilian representation, the concessions it induced, and demands for proprietary manufacturing information. On February 23, Blackard replied that ZGW remained aligned with Ecogensus and had complied with its commitments. Blackard had already formed EcoZ Manufacturing LLC on December 1, 2017. ZGW's December 2018 internal structure

identified EcoZ as its manufacturing company. Blackard concealed that existing undertaking when answering Østvik's inquiry.

93. On April 6, 2018, in Manhattan, Østvik told Pacella that he intended to devote more attention to United States projects. Pacella insisted that he prioritize ZGW's facilities, assaulted him, threatened Østvik and his family, and demanded a share of his earnings. On April 10, Østvik confronted Pacella by text about the threats and ensuing money demand. Pacella replied, "I have to take care of me family." The threats reinforced Østvik's fear of personal consequences for withdrawing resources from ZGW.

94. On July 6, 2018, Santorum told Pacella that he was "putting 50K into zero global to get mike Allen to commit \$\$. " Pacella transmitted that statement to Østvik. It presented Allen's financial participation as a prospective commitment Santorum was attempting to secure. Providence had already funded ZGW in August 2017 and again in March and April 2018. Santorum concealed that prior participation while soliciting Østvik's consent to his investment and continuation of the relationship.

95. Relying on the renewed alignment and funding representations, Østvik provided Ecogenus's no-objection to Santorum's investment and signed the July 13, 2018 amended license and letter agreement. Ecogenus added territorial rights, approved the Croatian sublicense, permitted product sales into Italy, suspended services, and acknowledged that no service fees were then owed. ZGW agreed to an additional \$200,000 down payment and payment for auxiliary equipment. Ecogenus continued the flagship work under those revised terms.

96. In April 2019, Blackard and Santorum used a proposed ten-system purchase to obtain further license concessions. The proposal identified Ecogenus Systems, LLC as vendor and totaled \$9,620,000. Ecogenus executed the amended license effective April 9, adding 15

territories in exchange for relinquishment of Brazil, replacing upfront country fees with per-system fees, and reducing minimum-purchase requirements. The proposed order required both parties' signatures to become binding.

97. In his June 7, 2019 shareholder update, Blackard expressly attributed the license revisions to the pending ten-system purchase and credited Santorum's participation. He also stated that a down payment would follow successful evaluation of the first system and that ZGW was seeking approximately \$30 million in financing. ZGW obtained the license concessions while the additional purchase remained contingent.

98. The flagship arrived in Croatia in 2019 and underwent full-scale testing and commissioning in 2020. Ecogensus publicly reported favorable capacity and energy-use results in July 2020. Continued operation, independent confirmation, customer visits, and usable operating data were essential to converting that initial success into financed projects and repeat manufacturing orders.

99. In July and August 2020, Ecogensus personnel documented unsuitable test feedstock and sought an independent inspection of the vacuum pump. The pump was removed to a local contractor despite the agreed inspection arrangement. Ecogensus's representative objected that the removal foreclosed the agreed independent examination. ZGW later attributed the problem to the pump's suitability. ZGW also reported a dispute with the CIOS facility owner and loss of access beginning in 2020.

100. On March 2, 2021, Blackard signed ZGW's order for three 5000L processors from Ecogensus Technologies Europe, LLC at \$968,000 each. The order described the purchase as the first phase of a 60-system project and stated that all 60 systems were anticipated within 12 months. Production required approved drawings and specified payments. The supplier undertook

the three-system production work in reliance on the purchase and the represented commercialization purpose.

101. The March 2021 package included the Third Amended and Restated Master License and Equipment Supply Agreement, a mutual release signed by Ecogensus, and an existing-equipment supplement. The supplement left the flagship in ZGW's custody, required ZGW to bear maintenance and compliance expenses, and prohibited copying and reverse engineering. ZGW expressly warranted in the release that it lacked awareness of infringement concerning Ecogensus's intellectual property.

102. On information and belief, Blackard procured the March 2021 package while pursuing the undisclosed plan to obtain manufacturing capability and exploit the technology through ZGW's own organization. That inference rests on EcoZ's formation and placement in ZGW's internal structure, the prior demands for proprietary manufacturing information, and the ensuing use of the flagship and commercial rights to advance ZGW's manufacturing proposals. Ecogensus relied on ZGW's represented purpose of purchasing and operating supplied systems when releasing claims and allowing continued custody. SRF's predecessor relied on that purpose when accepting production obligations.

103. Blackard's confidential October 8, 2021 partners' update reported successful full-scale tests, quantified favorable output results, and identified Michael Allen as a partner who attended the tests. It included a photograph of ZGW representatives after a successful test. ZGW used that evidence in its investor reporting. Ecogensus and Harris obtained the update through the September 2022 audit production.

104. In spring 2022, at Providence's offices, Blackard presented Circulum and Edunite as names ZGW proposed to own for the process and its output. Østvik refused approval. ZGW

filed United States trademark applications on April 20, 2022, without disclosing the applications to Ecogensus or SRF. In July, ZGW continued requesting their input on definitions for those names as though approval remained under discussion.

105. On May 6, 2022, William Allen acknowledged in a voicemail to Østvik both the difficulty of manufacturing individual systems and ZGW's responsibility for the flagship's prolonged idleness. He stated: "Since we've had our machine sitting there idle for a year, which is our fault." The idleness prevented Ecogensus from supplying continuing operating proof to prospective investors and customers.

106. On June 6, 2022, a proposed Romanian venture allocated 80% to ZGW International and 20% to Gabriel Comănescu's proposed company. On June 7, ZGW prepared a request for a \$10 million Romanian grant and up to \$30 million in sovereign debt guarantees, including for manufacturing systems in Romania. The request used an image of the Croatian flagship. That day, Rollins introduced Comănescu and GSP to Harris at Blackard's request, copying Jozinović, without disclosing the venture terms or funding request.

107. In early July 2022, Blackard told Harris that he would end the proposed deal if Ecogensus refused European manufacturing. Harris contemporaneously recorded the connection Blackard drew to a claimed \$30 million Romanian government investment. The request sought grant funding and debt guarantees. It supplied no existing government investment commitment.

108. On a July 6, 2022 call, Blackard, Jozinović, and Rollins attributed protests and permitting difficulties to references in Ecogensus's patents and outside activists. ZGW Croatia's own commissioned October 2021 engineering package had described the project as a vacuum-pyrolysis plant. Blackard's October 2021 investor update separately described pyrolysis as costly, emissions-intensive, and generally unavailable in ZGW's territory. The callers concealed

ZGW Croatia's responsibility for the submitted description while asking Ecogensus to supply further technical and branding information.

109. On August 3, 2022, Blackard responded to Østvik's request for remote inspection and a full view of the system. He offered visits subject to expenses and security arrangements and offered a remote session, while asserting control over photography and dissemination of images. He denied GSP had accessed the system and stated that ZGW had pursued permits largely itself. Those conditions restricted Ecogensus's ability to obtain and share independent operating evidence.

110. In August 2022, Santorum texted Østvik that, following their earlier disagreement about running Ecogensus, he had recruited Blackard and Michael Allen to invest time and resources in the technology. In a follow-up, he wrote: "I assure you, I am trying to help you avoid real discomfort." The message followed Ecogensus's resistance to the manufacturing demands. Østvik understood it against the history of Schmidt's death threat and Pacella's assault and family threats.

111. On September 28, 2022, Ecogensus's representatives conducted a contractual audit at Providence's Dallas offices, where ZGW kept its records. The production disclosed Providence's early funding, ZGW's private performance reports, and the Romanian venture and financing materials. Ecogensus and SRF pursued protective relief in New York during the dispute. Their knowledge of those matters preceded the later funding representations described below.

112. In fall 2022, Michael and William Allen met Østvik and Harris in The Woodlands, Texas. Michael Allen proposed a Providence joint venture and stated that he could arrange an eight-figure investment promptly through his energy-industry contacts. On October 14, ZGW's

counsel conveyed Michael Allen's request for a litigation standstill, including suspension of Croatian and third-party proceedings. The Allens presented Providence as able to fund a resolution.

113. On October 24, 2022, Klemm Sigurnost, ZGW Croatia's security contractor, sent a letter through Ecogensus's counsel demanding that Harris retract his September 30 affidavit within eight days. It threatened criminal and other proceedings in Croatia and other European Union countries. The letter identified ZGW Croatia as its source of information. Harris's affidavit described the condition in which Ecogensus's equipment had been observed.

114. On October 27, ZGW's counsel threatened claims by GSP and Klemm arising from the New York allegations. William Allen told Harris during this period that Blackard had been working on the threatening letters. The demands sought withdrawal of sworn evidence while ZGW sought releases and manufacturing concessions.

115. Also on October 27, William Allen emailed a term sheet to Harris and Østvik, copying Michael Allen and Providence's counsel, Mark Nastri. William stated that he had developed the proposal through extensive discussions with Michael and Nastri. The proposal sought GSP and Titan manufacturing roles, designs and documentation sufficient for complete assembly, and a Providence role in managing the relationship. It was expressly nonbinding.

116. In November 2022, Nastri told Ecogensus's counsel that Providence would fund ZGW's litigation if SRF declined to negotiate on Providence's proposed terms. Harris continued the document negotiations for SRF while production expenses and storage charges exceeded the payments received.

117. Between December 19, 2022 and execution on February 2, 2023, William Allen repeatedly told Østvik and Harris during the negotiations that Providence had the approximately \$1,161,600 processor balance ready and would fund completion independently of Croatian permitting. He participated in the negotiation calls and correspondence and knew that the supplier had incurred production costs exceeding its deposits. These statements concerned existing funding availability and the basis on which the funding would be provided.

118. On information and belief, William Allen made those assurances with Michael Allen's authority and for Providence's benefit, knowing that the represented unconditional funding arrangement had not been established. Michael directed the standstill, participated in preparing the proposed terms, and controlled Providence's funding participation. The proposal secured immediate documentation and release obligations, while ZGW subsequently continued fundraising and left the processor balance unfunded. Those facts support the inference that the assurances were used to obtain execution without the represented funding decision.

119. On February 2, 2023, Harris signed for SRF the Fourth Amended and Restated Master License and Equipment Supply Agreement, Mutual Release, Existing Equipment Agreement, Previously Ordered and Auxiliary Equipment Agreement, and Escrow Agreement. Blackard signed for ZGW and, on the applicable instruments, ZGW Croatia. SRF accepted the package in reliance on William Allen's assurances of available funds and the negotiated representations protecting its intellectual property.

120. The package preserved ZGW's custody of the flagship, required two years of specified technical support without charge, and imposed obligations to supply system documents and provisional drawings. It established GSP and Titan as preferred manufacturing partners and provided Providence Energy Ltd., through William Allen, a contractual right to manufacturing

updates and photographs. The revised audit procedure required an approved independent auditor and withheld detailed results from SRF, while preserving auditor verification of anti-corruption compliance.

121. Section 4.06 of the February 2023 release represented that neither ZGW nor SRF was aware of infringement concerning intellectual property identified as owned by SRF for purposes of the Fourth MLA as between SRF and ZGW. Blackard supplied that warranty for ZGW and ZGW Croatia while withholding the pending applications concerning the process and output and the scope of ZGW's claimed rights. Østvik's earlier refusal to approve the branding was known to Blackard. SRF relied on the warranty in accepting the release and continued custody provisions.

122. The equipment agreement required funding within 60 days, permitted an election to pay \$5,000 weekly for up to eight weeks, and provided for cancellation by 116 days with \$1,742,400 in prior deposits held against future orders. SRF accepted those timing provisions on William Allen's separate representation that Providence had the balance available and would provide it independently of permitting.

123. Fourth MLA Exhibit D described the expansion plan as nonbinding and expressly disclaimed its use as an inducement. It disclosed that an initial permit remained pending. Section 9.20 required commercially reasonable efforts, and Schedule B made specified purchases or alternative milestones conditions of exclusivity. SRF's funding reliance concerned William Allen's statements about existing funds and their availability for the three previously ordered processors.

124. On April 11, 2023, Harris asked Rollins to confirm the weekly holding election so SRF could coordinate production, storage, and invoicing. On April 21, Rollins confirmed the

election and identified fundraising and permitting as current priorities. The \$1,161,600 balance remained unfunded, and the three processors remained incomplete. SRF incurred additional carrying and administration costs under the arrangement induced by the funding assurances.

125. Ecogensus seeks avoidance of its March 2, 2021 release for the fraud in procuring that package and for duress. The release expressly reaches fraud claims arising from the original agreements and preserves obligations under the Third MLA and equipment supplement. ZGW procured the release through its concealed manufacturing undertaking and misrepresented purpose for the new order and continued custody. ZGW expressly excluded Pacella and his agents and affiliates from the group Ecogensus released. The October 10, 2019 waiver ran from ZGW to the Ecogensus parties.

126. SRF separately seeks avoidance of its February 2, 2023 release for the false assurances of available funds, the materially incomplete intellectual property warranty, and duress in obtaining that release. The release covers known and unknown claims concerning the defined dispute, lawsuit, and Third MLA; incorporates the earlier releases; and preserves Fourth MLA obligations. The funding assurances were made after the audit and addressed the means of performing the proposed settlement.

127. By March 2021, Ecogensus's first commercial reference system was in Croatia, access had become disputed, and Ecogensus had committed resources to its deployment. Schmidt's death threat and Pacella's assault and threats had made Østvik fear personal consequences for redirecting the business. Ecogensus signed the March package to preserve access to its technology's operating reference and continue production. Replacing that reference required capital, manufacture, and commissioning of another full-scale system while the existing investment remained tied up abroad.

128. During the 2022–2023 negotiations, ZGW and its principals combined the threatened withdrawal of commercial support with demands that Harris retract sworn evidence and submit to foreign proceedings. William Allen’s account tied Blackard to the letters; Klemm’s letter tied the demand to ZGW Croatia. The threats and production shortfall pressured Harris and Østvik to accept the February package to obtain completion funding and preserve the business. An ordinary damages action could not provide an operating reference or replacement production capital during that period.

129. Harris and Østvik repeatedly objected to the manufacturing demands and sought information, access, and protective relief. The pressure continued after execution. On October 1, 2025, Klemm renewed its demand that Harris retract the 2022 affidavit and remove the challenged statements from court records. In January 2026, William Allen proposed renewed discussions as an Ecogensus investor who had also funded ZGW served a records demand. Harris objected in writing on January 16 to the concurrent pressure.

130. The 2017–2018 discovery events are pleaded as background to the March 2021 and February 2023 transactions. Østvik learned in 2017 that the Brazilian participation remained unsecured and challenged the account in February 2018. The September 2022 audit revealed Providence’s early funding and the Romanian materials. Ecogensus and SRF discovered the undisclosed trademark applications through United States Patent and Trademark Office records in 2026. The subsequent funding representations and procurement of the 2023 release involved additional facts and decisions after the audit disclosures. Ecogensus and SRF seek relief in this Count for the later representations and concealments inducing the March 2021 and February 2023 transactions; the 2017–2019 dealings supply background and are not pleaded as standalone inducement claims.

131. Blackard made and adopted the identified representations as ZGW's chief executive officer and signed the 2023 instruments for ZGW Croatia. Santorum arranged the information and customer introductions, conveyed the misleading July 2018 funding account through Pacella, and helped obtain the 2019 concessions. Pacella transmitted the representations and confidential materials while serving as counsel to Østvik's companies.

132. Michael and William Allen participated personally in the funding and settlement procurement. William signed the June 2022 nondisclosure agreement as Providence Energy Corp.'s vice president and advanced Providence Energy Ltd.'s proposed management and information rights. On information and belief, each Providence entity authorized the acts undertaken for its funding, negotiating, and information interests. The Allens' direct participation, Providence's capital contributions, the jointly prepared proposals, and the express designation of Providence Energy Ltd. support that allegation.

133. Jozinović controlled ZGW Croatia's local operating and permitting communications. Rollins transmitted the GSP introduction, participated in the July 2022 permitting explanation, and confirmed the 2023 holding election. Their knowledge of the local project and Romanian dealings supplied the facts omitted from the accounts they presented to Harris and Østvik. Each knowingly assisted the procurement of continued rights and commitments by communicating those incomplete accounts in coordination with Blackard.

134. The speakers were required to disclose the material facts necessary to make their statements about backing, participation, permitting, manufacturing purpose, and available funding accurate. Those facts concerned their own arrangements and decisions. Pacella also owed disclosure duties arising from his representation. Each defendant knew the falsity or

omitted qualification of the representations that defendant made or assisted and intended the relevant plaintiff to act on them.

135. Ecogensus and SRF relied through Østvik and Harris, respectively, when supplying information, granting or extending rights, committing work, and executing the releases. Their inquiries included the February 2018 demand, requests for technical access and permitting information, the September 2022 audit, and negotiated written warranties. The defendants answered those inquiries with renewed assurances or withheld qualifications within their own knowledge. Disclosure of the true arrangements and funding decisions would have caused the relevant plaintiff to withhold the identified concessions.

136. Ecogensus sustained actual losses in the value of its licensed rights and confidential information, discounts and fees surrendered, and technical and commercialization expenditures induced by the transactions. SRF sustained its own production, storage, administration, and support expenses, surrendered contractual rights, and assumed additional disclosure and performance obligations. Each plaintiff seeks recovery for its own property and expenditures, with payments received and residual equipment value credited against the corresponding loss.

137. Control of the flagship impaired Ecogensus's existing business beyond ZGW's territory. Fichtner's 2020 evaluation required continuing operating data; Värde's August 2022 diligence expressly questioned the transition from the 300L demonstrator to the 5000L; and prospective investors continued seeking an accessible operating system. Ecogensus incurred further diligence, technical support, and expense of developing a replacement demonstration facility while financing and equipment sales remained constrained. The requested damages include the resulting actual impairment of Ecogensus's business and assets to the extent attributable to the pleaded inducements.

138. Ecogensus and SRF request judgment awarding their proven compensatory damages and interest. They seek, in the alternative, rescission of the fraudulently induced agreements and releases, restitution, and restoration of the affected property and rights, including relief concerning the flagship. They submit to an equitable accounting of the \$1,742,400 deposits, any balance and holding payments, the \$250,000 escrow transaction, other consideration received, and reciprocal performance, with restoration or offsets as the Court directs. The release claims arise under New York law; the licensing claims are pleaded alternatively under Delaware law. Plaintiffs also seek costs and appropriate equitable relief, with credit for overlapping recoveries.

COUNT 2
MISAPPROPRIATION OF TRADE SECRETS
18 U.S.C. § 1836

139. Plaintiffs Ecogensus, LLC ("Ecogensus") and SRF Technology Licensing Europe East, LLC ("SRF") bring this claim under 18 U.S.C. § 1836 against Zero Global Waste, LLC ("ZGW"), Zero Global Waste Croatia d.o.o. ("ZGW Croatia"), Jeffory Blackard, and Mladen Jozinović.

140. Ecogensus developed and owns the materials-processing know-how implemented in its EGS-5000L Rhino system. ZGW Croatia holds an Ecogensus processor, auxiliary equipment, and computerized controls at Podrute, Novi Marof, Croatia. Blackard directs ZGW's engineering and procurement activities. Jozinović directs ZGW Croatia's installation and commissioning work.

141. Ecogensus's process know-how includes the nonpublic relationships among feedstock composition and moisture, heating and vacuum trajectories, agitation, batch duration,

and processing endpoints that produce specified material properties. Ecogensus developed those relationships through pilot testing, commercial-scale testing, and adjustments to actual processing runs.

142. The Croatian system's controller implements that know-how through sequential and continuous control logic. The protected implementation determines when the processor changes operating states, how sensed conditions affect heating, vacuum, and drive commands, and how the system responds to process alarms. Its commissioning settings and tuning embody the adjustments required to coordinate the processor with its auxiliary equipment.

143. Ecogensus's detailed process and instrumentation drawings identify the nonpublic arrangement and functional relationships of the processor's vessel, airlock, transition stub, valves, heating, vacuum, and cooling components. Those relationships disclose which components the processor must control and how the processor and auxiliary equipment interact. The drawings convey engineering information needed to reproduce or adapt that coordinated operation.

144. Ecogensus also developed empirical records connecting feedstock characteristics, processing conditions, interventions, and output properties. Its commissioning and troubleshooting methods incorporate the successful adjustments and failed configurations identified through that work. These records and methods reduce the testing required to select workable process conditions and correct operating failures.

145. The trade secrets asserted here are the nonpublic process relationships, control implementation, engineering combinations, and empirical methods described above. Published patents and system specifications disclose general architecture and operating ranges. They do not

disclose the selected control sequences, tuned responses, component dependencies, or experimental correlations claimed here.

146. The information has independent economic value because an engineer can use it to resolve processor and auxiliary design questions, configure controls, and avoid repeating Ecogensus's development work. The process-to-property relationships also support development of engineered composites and carbon materials.

147. Ecogensus marks its detailed drawings "Ecogensus Proprietary and Confidential" and limits their distribution to defined technical purposes. It uses written confidentiality agreements for technical disclosures and imposes confidentiality and restricted-use duties through its licensing agreements. It supplies customer specifications separately from the detailed nonpublic design and process information described above.

148. Under its license agreement dated January 31, 2023, Ecogensus granted SRF exclusive rights to license and supply products embodying its know-how in designated European countries, including Croatia, and to use that know-how for those purposes. SRF must maintain the know-how in confidence, including after termination for as long as it remains a trade secret.

149. On February 2, 2023, SRF and ZGW entered into the Fourth Amended and Restated Master License and Equipment Supply Agreement (the "Fourth MLA"). ZGW Croatia became an approved sublicensee. The agreement permits operation, modification, and improvement within the licensed territory, subject to its terms. It reserves manufacture of the technology and systems to arrangements approved in writing by SRF.

150. Section 2.05(b) of the Fourth MLA provides for delivery of specifications needed for third-party facility engineering and provisional drawings to ZGW's engineering adviser. The

accompanying Previously Ordered and Auxiliary Equipment Agreement permits outside procurement of auxiliary equipment.

151. Section 6.01 of the Fourth MLA limits disclosure of confidential information to specified recipients for whom disclosure is necessary to contractual performance. It requires contractors and agents to execute confidentiality agreements with protections materially consistent with Article VI. It also requires safeguards against unauthorized access and cooperation in retrieving wrongfully disclosed information.

152. SRF, ZGW, and ZGW Croatia also entered into the Existing Equipment Agreement on February 2, 2023. Blackard executed it for both ZGW entities. Section 2.04 requires ZGW to refrain from copying or reverse engineering the existing equipment and its intellectual property, preserve their secrecy, and prevent third parties from copying or reverse engineering them. Section 2.05 permits commercial operation in the licensed territory subject to royalties.

153. SRF supplied ZGW with detailed Ecogensus process and instrumentation drawings for the equipment-design process under the Fourth MLA. On August 27, 2025, M&H Engineering's Ron Perego sent SRF an email referring to component designations appearing in those drawings. SRF had supplied the drawings to ZGW and had neither supplied those designations to M&H nor authorized ZGW's disclosure of the detailed drawings to M&H.

154. On information and belief, ZGW supplied M&H with those drawings by August 27, 2025. This allegation rests on ZGW's possession of the drawings, Perego's references to their component designations, SRF's own limited disclosure, and M&H's subsequent express reliance on Ecogensus drawings in developing ZGW's auxiliary-system requirements.

155. On September 12, 2025, Blackard submitted a purchase-order notice identifying M&H and Image Custom Engineering Solutions as ZGW's engineering advisers. Blackard stated that the firms had certified the notice's technical sufficiency. He circulated the notice to Benjamin "Jed" Rollins, Michael Allen, and the participating engineers.

156. On September 17, 2025, Frank Harris, SRF's president, objected to the notice's asserted right to review and approve the processor control system's hardware and software. He explained that the processor calculates the inputs needed to maintain processing conditions and must continuously instruct and receive feedback from auxiliary components.

157. On September 18, 2025, M&H president Dave Costello told Blackard and Harris that Ecogensus's drawings showed utilities and motorized valves associated with the airlock and transition stub. Costello relied on those features to explain the control functions M&H proposed for the processor. Harris responded that detailed process and instrumentation drawings, control sequences, and component specifications were proprietary and restricted to authorized recipients under nondisclosure agreements. Blackard, Rollins, and Michael Allen received that response.

158. On September 22, 2025, M&H issued its Processor Module Requirements for the Aux Module Design project. Perego originated the document, and Costello approved it. The document specified the proposed relationship between the auxiliary package and processor controls, including command and feedback signals, cooling connections, programming permissions, and operating-data retention.

159. On information and belief, M&H used the nonpublic component relationships in Ecogensus's drawings to develop the processor-control and auxiliary-interface requirements for ZGW's separate auxiliary design. Costello's September 18 explanation expressly connected the

proposed control functions to the components shown in those drawings. ZGW obtained that design work through the engineering engagement Blackard directed.

160. Plaintiffs authorized specified facility-interface disclosures and engineering assistance under the agreements. They did not authorize ZGW to furnish the detailed proprietary design for M&H to reproduce Ecogensus's internal component relationships in its own design. The challenged use concerned those nonpublic relationships and processor-control dependencies. The detailed process and instrumentation drawings are not the provisional drawings or facility-engineering specifications contemplated by Section 2.05(b).

161. On September 24, 2025, Jozinović asked Blackard and Rollins for all setup steps for the Croatian system's master and slave electrical cabinets. He identified Schneider Croatia and Deling, an electrical-cabinet producer, for work involving variable-frequency drives. He also identified Energetika Tim and Elektro Majcen as contractors performing local electrical work.

162. Blackard forwarded Jozinović's request to Harris that day and requested cabinet-configuration procedures and technical personnel to coordinate the integration.

163. Harris offered electrical-integration assistance and documentation on September 26. He identified possible differences caused by a vacuum pump fitted locally. His offer concerned connecting and supporting the existing system under the agreements. On September 29, Blackard confirmed that the named contractors would connect the substation to the processor and that onsite assistance would likely be necessary.

164. On October 1, 2025, Costello requested current process and instrumentation details for the proposed auxiliary interface. On October 3, he described a concept developed with Harris under which valves added at the skid interface would regulate vacuum, venting, and

repressurization through the SRF controller. Harris's participation authorized that interface work and related quotation discussions.

165. That cooperation preserved Ecogensus's control over its nonpublic processor implementation. It granted no permission to copy the existing controller programs, extract the empirical records for outside use, or reproduce the protected processor design. The earlier disclosure of detailed drawings and their use beyond the authorized scope preceded the October agreement on the interface concept.

166. On October 10, 2025, Blackard announced that the Croatian system would be recommissioned immediately after an electrical connection scheduled for the following week. He stated that Titan, M&H, and other European partners would attend. He requested a response by the close of business in Dallas and stated that ZGW would make alternative arrangements if SRF did not provide support.

167. On March 6, 2026, Jozinović told Harris that he had obtained ZGW's approval to resume technical communications and that final work was underway to prepare the Croatian equipment for commercial operation. He requested a power of attorney permitting ZGW Croatia to act for Ecogensus in conformity-assessment matters.

168. On March 11, Jozinović again requested the power of attorney and proposed including Titan and other representatives in the commissioning work by mutual agreement. He expressly acknowledged the intellectual-property rights of Ecogensus and SRF.

169. On March 18, 2026, SRF notified ZGW that its disclosure of the detailed drawings to M&H violated the Fourth MLA. The notice identified Perego's August 27 email and the nonpublic component references. SRF demanded preservation of the drawings, derivatives, and

related communications and invoked the continuing confidentiality and equipment-protection duties.

170. Blackard directed ZGW's procurement of the M&H design work and arranged M&H's proposed participation in Croatian recommissioning after receiving Harris's proprietary-information warning. Jozinović arranged the local work, requested access to the cabinet-configuration information, and sought to bring outside technical participants into commissioning. Each acted for his respective ZGW entity in obtaining technical assistance and access to the protected system.

171. The announced commissioning program presents a continuing threat of further disclosure and use of the nonpublic controller implementation and component relationships. The same engineering firm that had obtained and used the detailed drawings was designated to participate in recommissioning. Jozinović sought the cabinet procedures needed for third-party integration, and Blackard committed to alternative technical arrangements. Plaintiffs retain their rights to restrict copying, extraction, and disclosure of the protected information during that work.

172. ZGW is a Texas limited liability company. On information and belief, Blackard directed its engineering procurement and Croatian-support arrangements from Texas, where ZGW conducts its business. This allegation rests on ZGW's Texas operations, Blackard's communications as its president and chief executive officer, and his express use of a Dallas deadline for the commissioning arrangements. Those United States acts advanced the technical work planned for ZGW Croatia.

173. The secrets relate to processors, controls, licensing, and technical services supplied from the United States for operation in Europe. ZGW's domestic procurement and technical

coordination furthered the proposed use of the Croatian installation. The conduct falls within 18 U.S.C. §§ 1836(b) and 1837.

174. The Existing Equipment Agreement selects this Court for disputes concerning the equipment, its use, and its possession. ZGW and ZGW Croatia expressly submitted to that forum. Blackard executed the agreement for both entities and directed the challenged exercise of their equipment and engineering rights. Jozinović exercised ZGW Croatia's custodial and operating rights as its director. The agreement expressly includes the ZGW entities' directors, managers, officers, and agents in its definition of ZGW; their direction of the conduct at issue made application of its forum provision foreseeable.

175. SRF learned of M&H's possession through Perego's August 27, 2025 email and of M&H's design use through the September correspondence. Harris received the September 24 cabinet request, the October 10 recommissioning plan, and the March 2026 communications when their authors sent them. This count seeks relief for the 2025 disclosures and design use and the resulting threat of further misuse under the duties imposed in 2023.

176. ZGW disclosed and used the protected engineering information through the M&H engagement without Plaintiffs' consent to that disclosure and use. ZGW and Blackard knew the information was confidential from the governing agreements, the drawings' markings, and Harris's September warning. ZGW Croatia and Jozinović knew the installed technology remained subject to secrecy and copying restrictions when they arranged the further technical access described above.

177. The unauthorized disclosure and design use impaired Ecogensus's ability to license its know-how and obtain compensation for its use. M&H's reliance on the drawings supplied ZGW with processor-specific engineering work and reduced the development effort otherwise

required for the auxiliary design. SRF separately suffered impairment of its exclusive licensed interest in supplying the technology and associated know-how for use in its territory.

178. Further dissemination of the controller implementation, detailed design, or correlated process records would permit recipients to retain and reuse that knowledge in additional designs and applications. The resulting spread of the information would defeat Plaintiffs' control over its secrecy and could not be fully repaired by a damages award.

179. Plaintiffs seek damages for their respective actual losses and unjust enrichment attributable to the misappropriation that is not included in actual-loss damages, or, alternatively, a reasonable royalty for unauthorized disclosure or use. The knowing disclosure and continued design use after notice were willful and malicious. Plaintiffs seek exemplary damages and reasonable attorneys' fees under 18 U.S.C. § 1836(b)(3). Recovery shall be allocated to each Plaintiff's injury without duplication among Plaintiffs or across counts.

180. Plaintiffs seek an injunction prohibiting unauthorized copying, extraction, disclosure, or use of the identified trade secrets; requiring preservation of the controller programs, configurations, operating records, drawings, copies, and access records; and requiring an accounting of recipients and a neutral examination under appropriate confidentiality protections. After preservation, Plaintiffs seek return or removal of unauthorized copies and restrictions on third-party technical access sufficient to protect the trade secrets while permitting authorized operation, maintenance, and safety work.

COUNT 3
CONVERSION AND RECOVERY OF CHATTEL

181. Plaintiffs Ecogensus LLC ("Ecogensus") and SRF Technology Licensing Europe East, LLC ("SRF") bring this count against Zero Global Waste, LLC ("ZGW LLC"), Zero Global Waste Croatia d.o.o. ("ZGW Croatia") (together, "ZGW"), Jeffory Blackard, and Mladen Jozinović.

182. The property is the Ecogensus 5000L system supplied under Sales Quotation HR (Croatia) 2017-01, dated August 25, 2017, and Sales Quotation HR (Croatia) 2018-01, dated July 13, 2018. It comprises the AES Skid, Part 1, and FPS Skid, Part 2, with their installed controls and associated technical materials (the "System"). ZGW Croatia holds the System at Podrute, Novi Marof, Croatia.

183. Ecogensus developed the technology implemented by the System. Its proprietary property held with the System includes its installed processor-control software, operating configurations, and the commissioning records and technical drawings it supplied for that installation. The controls coordinate the processor and auxiliary equipment and provide remote access to operating information.

184. The System was successfully commissioned in 2020. ZGW acknowledged that commissioning in the February 2, 2023 Mutual Release. ZGW relocated the System to Novi Marof in March 2022.

185. Under the January 31, 2023 license between Ecogensus and SRF, Ecogensus retained its ownership of the licensed intellectual property and granted SRF territorial licensing and commercialization rights. Ecogensus retained its ownership interest in its software and technical materials embodied in or supplied with the System.

186. On February 2, 2023, SRF, ZGW LLC, and ZGW Croatia executed the Existing Equipment Supplemental Agreement ("Equipment Agreement") with the Fourth Amended and Restated Master License and Equipment Supply Agreement ("Fourth MLA") and Mutual Release. Blackard signed the Equipment Agreement as chief executive officer of each ZGW entity.

187. Section 2.02 allowed the ZGW entities to retain custody and required them to bear the System's expenses, including CE marking. Section 2.04 prohibited copying, reverse engineering, and reverse compiling of the System and its embodied intellectual property, and required protection against third-party copying and exploitation.

188. Section 2.07 required the ZGW entities, upon cessation of the business operations contemplated by the Fourth MLA, to cause the System to be safely disassembled and conveyed into SRF's custody in the United States, F.O.B. at a place designated by SRF, at their sole expense. Upon conveyance and subject to SRF's inspection, SRF must purchase the System at its depreciated asset value determined under generally accepted accounting principles and a calculation of machine-hours. Section 3.05 subjects possession disputes to New York law and this Court.

189. The Fourth MLA contemplated commercial deployment of processors within the licensed territory. After February 2, 2023, the ZGW entities failed to operate the System commercially, obtain the required waste-processing permit, generate operating revenue from the technology, or pay operating royalties. ZGW LLC also failed to fund the remaining \$1,161,600 for three separately ordered processors, which Blackard acknowledged in his June 2026 affidavit.

190. Commercialization required full-scale operating evidence. In August 2022, Värde sought information distinguishing 300L and 5000L experience. In March and June 2024, Ariel

Re requested operating data from fielded units for warranty underwriting. Access to the System would permit Ecogensus to generate current full-scale data and demonstrate its technology.

191. In September 2025, Jozinović directed preparations at Podrute and requested electrical-cabinet and integration instructions through Blackard. On September 26, Frank Harris, SRF's president, offered available integration documentation and assistance and proposed discussing support rates. On October 10, Blackard announced that the System would be recommissioned and that Titan and M&H Engineering personnel would attend.

192. On October 17, 2025, Ecogensus and SRF issued protective notices concerning the planned work. The notices required written authorization for access to protected controls and technical materials. Blackard later acknowledged receiving the notices and that the planned contractor visit was canceled.

193. On January 12, 2026, William Allen of Providence Energy told Harris that he could speak for everyone on his side and that discussions would proceed through him. Allen later told Ecogensus's chief executive, Bjornulf Ostvik, that ZGW's board had agreed to discontinue pressure tactics so that Allen could pursue Providence's acquisition of Ecogensus.

194. On March 6, 2026, Jozinović told Harris that ZGW Croatia owned and possessed the System at Podrute and that ZGW LLC had approved his approach. He requested authority for ZGW Croatia to sign conformity documents for Ecogensus and stated that commercial operation still required a waste-management permit.

195. On March 11, 2026, Jozinović renewed that request. He described commissioning as necessary to normalize the parties' relations and stated that successful operation would provide a technical and market reference usable in the United States and Europe.

196. In the alternative to the allegations of continued activity pleaded above, on information and belief, by March 18, 2026, the ZGW entities had ceased the business operations contemplated by the Fourth MLA. Their commercial deployment program had produced no operating facility, operating revenue, or royalties during the preceding three years; the separate processor order remained unfunded; and the System remained in custody without commercial operation. The announced recommissioning efforts sought to revive that discontinued undertaking.

197. On March 18, 2026, SRF sent the ZGW entities a written demand under section 2.07 for disassembly and conveyance of the System into SRF's custody at their expense. The demand requested a written return plan within 21 days. It invoked the cessation condition independently of the accompanying notices concerning termination, exclusivity, and territory, and demanded preservation of the equipment and related information.

198. Blackard acknowledged the March 18 notice package in the affidavit he submitted for ZGW LLC on June 9, 2026, and attached it as an exhibit. He continued to assert ZGW LLC's right to obtain support for operation of the System in Croatia. He also acknowledged that the System remained nonoperational and that the required operating permit remained outstanding.

199. Following the demand, the ZGW entities continued to withhold the System for their proposed operation and financing. On information and belief, Blackard directed continued retention for ZGW LLC, and Jozinović maintained custody and controlled access for ZGW Croatia. This withholding exercised dominion inconsistent with plaintiffs' rights to possess the identified property.

200. SRF's superior right to custody accrued upon cessation under section 2.07. Continued retention deprived SRF of possession and use and prevented receipt, inspection, and

redeployment through the agreed purchase transaction. SRF seeks and accepts performance of its purchase obligation after conveyance and inspection.

201. Defendants' retention deprived Ecogensus of access to and recovery of its installed software, operating configurations, and associated technical materials. Their physical control excluded Ecogensus from inspecting, retrieving, securing, and using that implementation with the System.

202. On information and belief, defendants retained the System to preserve a prospective commercial reference, retain access to Ecogensus's proprietary implementation, and maintain commercial pressure on Ecogensus. Jozinović's March 11 statement linked commissioning to the parties' relationship. Blackard's June affidavit linked an operating reference to customers, investors, and financing for Novi Marof.

203. Alternatively, Blackard knowingly assisted ZGW Croatia's conversion by directing continued retention after receiving the return demand. On information and belief, Jozinović knew of that demand through his coordination with Blackard and ZGW LLC and substantially assisted their conversion by maintaining custody and controlling access to the System.

204. Ecogensus suffered loss of use of its installed technological implementation and technical materials. Its exclusion prevented full-scale demonstrations, current operating-data collection, and development work using the System. Those losses impaired its commercialization and financing activities and diminished its business value.

205. The System's integrated controls, configurations, and commissioning history give it a demonstration and development value that replacement hardware alone cannot restore.

Defendants retain control over those materials and their preservation. Plaintiffs require preservation, access, and delivery to restore their respective property rights.

WHEREFORE, Ecogensus and SRF request judgment as follows:

- A. Declare SRF entitled to immediate custody of the System under section 2.07 and Ecogensus entitled to recovery of its proprietary software and technical materials held with it;
- B. Order defendants to preserve the System, installed programs and configurations, associated records, media, and credentials; permit inspection and preservation imaging by qualified personnel; and provide a verified inventory of location, custody, alterations, and transfers;
- C. Order the ZGW entities to safely disassemble and convey the System, with its controls and proprietary materials preserved, into SRF's custody at its designated United States location at their expense; require SRF to perform the agreed purchase after conveyance and inspection; and restore Ecogensus's access to its property;
- D. Enjoin unauthorized copying, alteration, disclosure, destruction, or transfer of the identified property, with litigation evidence preserved under protective terms;
- E. Award each plaintiff damages for loss of use and injury to its property, including necessary restoration costs, and award Ecogensus damages for commercial injury and diminution in value caused by the detention, in amounts determined at trial; alternatively, award the value of undelivered property, accounting for SRF's purchase obligation and each party's interest; and

- F. Award prejudgment and postjudgment interest, costs, and further appropriate relief, with each loss compensated once across this count and the related claims.

COUNT 4
TORTIOUS INTERFERENCE WITH PROSPECTIVE
BUSINESS RELATIONS AND ECONOMIC ADVANTAGE

206. Ecogensus, LLC ("Ecogensus") and SRF Technology Licensing Europe East, LLC ("SRF") assert this Count against Providence Energy Corp. ("Providence"), John Michael "Mike" Allen, William Allen, Zero Global Waste, LLC ("ZGW"), Zero Global Waste Croatia d.o.o. ("ZGW Croatia"), Jeffory Blackard, Mladen Jozinović, and Benjamin "Jed" Rollins.

207. Ecogensus develops and commercializes technology that processes waste into fuel and engineered materials. Its business includes equipment sales, technology licensing, and manufacturing relationships. SRF holds Eastern European licensing rights and conducts the related equipment-supply and licensing business.

208. Beginning in 2017, Providence financed ZGW, the customer and licensee through which defendants obtained Ecogensus's first commercial-scale, 5,000-liter system. ZGW's records identify nineteen Providence transfers totaling approximately \$3.1 million through 2021. Mike Allen directed Providence's participation; William Allen served as its vice president and managed its ZGW investment.

209. Ecogensus delivered the system to Croatia in 2019 and commissioned it in 2020. The system provided commercial-scale operating evidence for prospective financiers, customers, manufacturers, and licensees. Blackard directed ZGW and ZGW Croatia. Jozinović controlled the Croatian operation, including site access and the equipment.

210. During 2020, Jozinović permitted outside technical groups to inspect the system. One group examined its control panel to assess whether ZGW could duplicate and manufacture the equipment in Eastern Europe. Ecogensus had authorized operation under the license; independent manufacture required its consent.

211. In July 2020, Ecogensus announced its manufacturing relationship with Titan Production Equipment, LLC ("Titan"). In December 2020, Fichtner sought long-term operating data from the Croatian installation during technical diligence for Equitix financing. Ecogensus depended on ZGW's cooperation to obtain that evidence.

212. Mike Allen attended testing of the Croatian system, as ZGW reported in its 2021 Partners' Update. In spring 2022, William Allen acknowledged to Ecogensus chief executive Bjørnulf Østvik that the system had been idle for a year and described the idleness as "our fault."

213. On April 28, 2022, Blackard informed Mike and William Allen that ZGW was pursuing manufacturing with Gabriel Comănescu's company and financing support from the Romanian government. In June 2022, William Allen signed a nondisclosure agreement with Ecogensus as Providence's vice president.

214. On August 11, 2022, John Johanning of Värde Partners requested operating locations, customer identities, operating history, and clarification of the 300-liter and 5,000-liter systems while evaluating Ecogensus. Those requests required commercial-scale evidence from the system defendants controlled.

215. On October 14, 2022, ZGW's counsel requested a litigation standstill at Mike Allen's direction while the parties negotiated new terms. On October 27, William Allen sent a proposal after meetings with Mike Allen and Providence's general counsel. The proposal

designated Providence Energy Ltd. as the relationship's principal contact and sought direct manufacturing through Titan and Grup Servicii Petroliere ("GSP"), together with the information needed to manufacture complete systems.

216. On February 2, 2023, SRF, ZGW, and ZGW Croatia executed the Existing Equipment Agreement. It left custody with ZGW and assigned ZGW all equipment expenses, including CE marking. It prohibited copying and reverse engineering and required ZGW to protect the equipment and intellectual property against unauthorized third-party use. Return and repurchase applied upon cessation of the business operations contemplated by the Fourth Master License Agreement.

217. The Fourth Master License Agreement preserved SRF's licensing and supply interests and selected Delaware law. The Existing Equipment Agreement selected New York law and the Southern District of New York as a forum. The accompanying release covered the prior dispute through February 2, 2023 and preserved obligations arising under or connected with the Fourth Master License Agreement.

218. Ecogensus pursued financing with Bank of America beginning in 2023. On February 28, 2024, Regal Rexnord approved an announcement of its teaming agreement with Ecogensus for installation and maintenance support. The announced U.S. program contemplated an estimated 1,500 Rhino systems over 42 months.

219. On March 5, 2024, insurance broker William Gleaves forwarded Ariel Re's request for additional operating data since April 2022 before issuing coverage for upcoming projects. On April 30, Ecogensus asked Bank of America's Industrials Group to advance an equity raise and described a separate project-financing process for the U.S. deployment program.

220. KPMG also introduced Ecogensus to prospective fuel customers. In May 2024, KPMG reported NTPC's interest in a long-term renewable-fuel supply arrangement. On December 17, 2024, Renu Narang, chief executive of NTPC Vidyut Vyapar Nigam Ltd., requested background information and a January meeting with Ecogensus.

221. On December 23, 2024, Østvik provided Dan McNulty of TG Holdings and intermediary Elaine Hoffmann with Ecogensus's investment materials. The proposed equity investment would fund Ecogensus's Houston facility. The materials identified the previously commissioned 5,000-liter system and explained that Houston would use the same size equipment.

222. On February 5, 2025, Ecogensus presented the investment opportunity to Regiment Securities. The next day, Regiment principal Steve Burnham requested third-party validation and information about the demonstration plant. He identified prospective investors he intended to approach after reviewing the material.

223. On February 19, 2025, Blackard and Rollins asked plaintiffs' representative Frank Harris whether Ecogensus had another operating machine available for inspection. Harris reminded Blackard that ZGW already possessed a system. Blackard sought direct access to Titan and rights to deploy Ecogensus technology in Texas.

224. On February 21, 2025, McNulty asked about throughput, operating history, and whether the New Jersey equipment could be scaled up. Østvik explained that Ecogensus had already built, deployed, and commissioned the 5,000-liter system. Defendants' continued control of the idle Croatian installation prevented Ecogensus from supplementing that explanation with an operating commercial-scale reference.

225. On February 27, 2025, Blackard told Harris that the equipment was in place, the remaining inspection concerned matters such as heat and water, and operation would begin within two weeks. On March 7, he said CE documentation would be received the following Monday and the facility would accept waste on April 2. The system remained unavailable as an operating reference.

226. On March 26, 2025, Blackard told Harris, "You know everything changes once you have a machine operational." He explained that a prospective investor wanted to inspect and record the operating equipment before investing. He also described the technology as worth billions of dollars if his proposed program to replace landfill disposal achieved widespread adoption.

227. In May 2025, attorney Thomas Butler told Østvik's counsel, Michael Konkel, that Providence was the proposed acquisition principal. Written proposals dated May 14 and June 10 then issued through Matthew Pacella's Sanctus Capital Advisors. They sought changes in ownership and management, consolidation of licensing interests, and priority for licensee manufacturing support while the operating reference remained unavailable.

228. In September 2025, Blackard and Rollins advanced a manufacturing program involving M&H Engineering ("MHES") and Titan. Blackard's September 12 purchase-order notice and the ensuing correspondence sought technical information and review of Ecogenus's control system. Mike Allen, Rollins, Richard Santorum, Titan's chief executive, and the outside engineers received the correspondence.

229. On September 18, 2025, Harris identified Ecogenus's piping and instrumentation drawings, control sequences, and component specifications as proprietary and subject to nondisclosure restrictions. Those materials described nonpublic arrangements and interfaces used

to build and operate the system. Ecogensus protected them through restricted disclosure, nondisclosure agreements, and license restrictions on copying and use.

230. During a September 24, 2025 engineering call, MHES principal Dave Costello described using Ecogensus's drawings to design auxiliary equipment around its processor. Harris stated that the drawings belonged to Ecogensus and that MHES was using them for competing design work. Costello acknowledged possession and identified Blackard and Rollins as responsible for the commercial arrangements. Blackard and Rollins participated in the call and continued the engineering program after that notice.

231. Plaintiffs had not authorized use of their protected drawings to develop competing designs. ZGW's contractual ability to obtain auxiliary equipment from another supplier remained subject to the restrictions on use of plaintiffs' intellectual property. Blackard and Rollins used the outside engineering program to obtain manufacturing capability from plaintiffs' designs while plaintiffs lacked the operating reference needed to advance their own sales and financing.

232. On January 12, 2026, William Allen told Harris that plaintiffs should deal exclusively with him and that he could speak for everyone on his side. He acknowledged that the Croatian operation still lacked its operating permit. He later told Østvik that he had known of a planned books-and-records demand in Lee Beaman's name and that ZGW's board had agreed to suspend those tactics while he pursued Providence's acquisition of Ecogensus.

233. On March 6, 2026, Jozinović sent a proposed power of representation for Østvik to sign. It would identify Ecogensus as manufacturer-supplier and authorize ZGW Croatia to execute the declaration of conformity and affix CE marking in Ecogensus's name. Defendants had dismantled and relocated the earlier installation; Ecogensus lacked verified information about the resulting configuration.

234. On March 11, Jozinović described operation as a "significant technical and market reference" usable in the United States and Europe. On March 13, he conditioned operation on the requested CE undertaking, acknowledged an alternative compliance route involving additional work and expense, and stated that Blackard and the other board participants had authorized his approach.

235. On information and belief, Providence and Mike Allen authorized the coordinated use of the operating-reference dependency to obtain manufacturing rights and control of Ecogensus. This allegation rests on Mike Allen's direction of the 2022 standstill, his participation in the ensuing manufacturing proposal, the 2025 identification of Providence as acquisition principal, and William Allen's account to Østvik of the board's acquisition plan.

236. William Allen implemented Providence's manufacturing and acquisition proposals. Blackard directed the operating companies and outside engineering work. Rollins managed and advanced that engineering work after receiving express notice of the proprietary restrictions. Jozinović controlled the installation and imposed the March 2026 condition under board authority. Providence acted through Mike and William Allen; ZGW and ZGW Croatia acted through Blackard, Rollins, and Jozinović within their assigned roles.

237. Defendants knew that plaintiffs needed operating evidence to obtain financing and commercial orders. They also knew of plaintiffs' manufacturing relationship with Titan. They intentionally maintained the reference restriction and pursued unauthorized technical use to obtain rights, manufacturing economics, and control for themselves. The intended consequences included preventing plaintiffs from financing and expanding independently.

238. The interference prevented Ecogensus from supplying the operating proof sought in the McNulty and Regiment financing process and delayed the capital needed for Houston. That

delay also impaired the equipment deployment supported by the Regal Rexnord relationship. Building another commercial reference required capital that Ecogensus was seeking through the same financing process.

239. The unauthorized use of plaintiffs' drawings in the MHES/Titan program interfered directly with their manufacturing relationships. It displaced plaintiffs' control of proprietary design work, enabled competing design work, and required plaintiffs to devote technical resources to protecting their designs. SRF's injury concerns its own supply and licensing interests in the affected manufacturing work.

240. The identified financing and manufacturing relationships presented reasonably probable commercial opportunities. The investment presentation, diligence requests, established Titan relationship, and Regal Rexnord teaming arrangement show the commercial steps already taken. But for defendants' interference, plaintiffs would have advanced those relationships and obtained the resulting financing, supply, and licensing benefits.

241. Defendants used wrongful means, including unauthorized use of confidential engineering information and deliberate obstruction of the operating reference to compel additional rights and undertakings. Their conduct caused lost and delayed commercial income, additional financing and development expense, and diminution in the value of plaintiffs' respective commercialization businesses.

242. Plaintiffs seek recovery for the subsequent interference described above, including the 2025 engineering program and the 2026 operating condition, and the resulting additional injury. The Fourth Master License Agreement expressly excepts confidentiality violations and intellectual-property infringement or misappropriation from its consequential-damages exclusion and monetary limitation.

243. Ecogensus seeks the loss of its equipment, technology, and manufacturing earnings and the resulting impairment of its enterprise value. SRF seeks the loss attributable to its own licensing and supply rights. Each plaintiff seeks a single recovery for its injury, including overlapping losses pleaded under other counts.

WHEREFORE, Ecogensus and SRF demand judgment against the defendants named in this Count for compensatory damages in an amount to be determined at trial, punitive damages for willful interference, prejudgment and postjudgment interest, costs, and such other relief as the Court deems just and proper.

COUNT 5

BREACH OF FIDUCIARY DUTY AND AIDING AND ABETTING

Against Matthew R. Pacella, Sanctus Capital Advisors, Inc., Michael Allen, Richard “Rick” Santorum, Jeffery Blackard, and Zero Global Waste, LLC

244. Plaintiff Ecogensus, LLC asserts this count. It incorporates the preceding allegations concerning its representation by Matthew R. Pacella, the use of its confidential information, and the acquisition and commercial conduct alleged against the defendants named in this count.

Fiduciary relationships and entrusted information

245. Under an employment agreement dated August 1, 2016, VikingPeak Management employed Pacella as a principal and assigned him to serve as Vice President and Co-General Counsel of Ecogensus and VikingPeak Energy Fuels. He performed legal services for those companies and later held the title of General Counsel.

246. Pacella separately represented VikingPeak Capital Group and Østvik in legal matters. His engagement letter identified both as clients. Østvik entrusted him with confidential

information about his childhood, personal circumstances, and legal claims. Pacella acknowledged under oath on July 29, 2026 that he had represented the company group and Østvik personally.

247. Pacella obtained Ecogensus’s nonpublic technical, customer, financing, and capitalization information through his work as counsel. He also obtained VikingPeak Energy Fuels’ business and legal records, VikingPeak Management’s employment and financial records, and VikingPeak Capital Group’s legal files. Those clients entrusted those materials to him for their representation and business affairs.

248. Pacella owed each client duties of loyalty, candor, confidentiality, and faithful handling of entrusted property. His employment agreement required officer fiduciary duties during his employment and prohibited unauthorized use or disclosure of proprietary information after departure. His professional duty to protect former-client confidences continued after the representations ended.

249. On December 17, 2016, Pacella sent Ecogensus’s confidential private placement memorandum to Richard “Rick” Santorum for Jeffory Blackard, Michael Allen, and Mark Green. He copied Østvik and required signed nondisclosure agreements before forwarding. Santorum therefore knew that Pacella supplied the information as company counsel under express confidentiality restrictions.

250. In December 2017, Pacella conveyed Santorum’s warning of personal consequences if Østvik failed to support the proposed commercial arrangements. On February 21, 2018, Østvik wrote to Blackard objecting to demands for proprietary manufacturing information and access to the assembly site. Blackard then requested a meeting with Pacella present.

251. On April 6, 2018, during a confrontation in New York over the businesses' direction, Pacella physically assaulted Østvik and threatened him and his family. Pacella pressed for facilities to begin operating while Østvik pursued independent United States opportunities. Østvik confronted Pacella about the threats in contemporaneous messages.

252. During his representation of Østvik, Pacella disclosed confidential information about Østvik's childhood to Blackard in Dallas. In a January 26, 2021 declaration, Blackard acknowledged the disclosure, his knowledge that Pacella then represented Østvik, and his understanding that sharing those details was inappropriate. Blackard was Chief Executive Officer of Zero Global Waste, LLC ("ZGW"), the companies' commercial counterparty.

253. Pacella's service ended in August 2019. He retained company documents on a replacement personal laptop to which he had transferred files and accounts in 2018. His former clients authorized use of their confidences for their legal and business affairs; they withheld consent to their use in an adverse acquisition or disclosure to obtain commercial concessions.

254. In October 2022, Michael Allen told Østvik that he could control the pressure from the adverse group, including Pacella, and bring it to an end through a commercial agreement. On October 14, ZGW's counsel reported that Allen had requested a stand-down and that ZGW would suspend its Croatian and third-party contacts.

255. Providence Energy Ltd. participated in the ensuing negotiations through Allen, William Allen, and its general counsel, Mark Nastri. Their October 27, 2022 term sheet sought manufacturing rights and disclosure of confidential designs, drawings, and manufacturing information. These negotiations concerned the same businesses and information Pacella had handled as counsel.

The acquisition and subsequent use of client information

256. On May 3, 2025, Østvik's counsel, Konkell, informed Østvik that Pacella's counsel, Thomas Butler, had identified Providence as an interested purchaser. After Østvik requested a written proposal identifying the purchaser, Butler told Konkell, on or about May 13, that the principals would withhold their names from a written offer because they feared RICO allegations.

257. On May 14, 2025, Pacella signed a nonbinding proposal on behalf of Sanctus Capital Advisors, Inc. ("Sanctus") to acquire all of Østvik's equity in Ecogensus, VikingPeak Energy, LLC, and their affiliates. Sanctus would organize an acquisition vehicle with investment partners, consolidate the businesses into a licensing company, install a new chief executive, and seek a sale or merger within 24 to 36 months.

258. The proposal offered \$3.5 million to \$7.5 million at closing and a contractual right to 5% to 15% of proceeds available to common equity on a later sale. It required unanimous preferred-equity and board consents and releases of Østvik and his affiliates from equityholder claims, including Pacella's and Michael Melnik's. Pacella represented that preliminary equity commitments had been secured.

259. Pacella requested financial statements, patent information, customer orders and deposits, accounts-payable information, and capitalization records. The proposal promised to preserve confidentiality and obtain consent before sharing supplied diligence with third parties. It set June and July 2025 transaction deadlines during a pause in the pending litigation.

260. In his June 10, 2025 response, Pacella invoked Østvik's personal circumstances to argue that Østvik should relinquish management and sell his interests. On information and belief,

Pacella used the confidential personal history entrusted to him during the representation to formulate that argument and advance Sanctus's acquisition.

261. Pacella also stated that he had discussed capital raising with Santorum, who could potentially obtain \$2 million to \$3 million through his network. Pacella said that he had discussed Providence's interest with Santorum and that Santorum had conveyed Allen's position. Pacella made payment of his litigation financier a condition of a transaction and stated that he had directed counsel to restart arbitration while remaining available to pursue the acquisition.

262. On information and belief, Providence and Michael Allen authorized the acquisition effort through Butler and Pacella while keeping Providence's name off the written proposal. This inference rests on Butler's identification of Providence immediately before the Sanctus offer, his explanation for withholding the principals' identities, Allen's stated control over the pressure involving Pacella, and Pacella's acknowledged acquisition discussions with Santorum. Pacella's June letter denied Providence's involvement.

263. By September 2025, Østvik received a report that Butler was speaking directly with Santorum and was being retained by ZGW. On information and belief, Blackard caused ZGW to coordinate its commercial demands with the acquisition effort through Butler. Blackard's receipt of Pacella's client confidences, Allen's control over ZGW's pressure, and the reported common representation support that inference.

264. During 2026, Pacella continued to threaten Østvik with disclosure to investors of the brevity and treatment of claims in the confidential March 2018 settlement with Polsinelli. Pacella had helped negotiate that settlement for Østvik, Ecogensus, and VikingPeak Energy Fuels. He obtained the information as counsel and used the threatened investor disclosure to pressure his former clients.

265. On June 11, 2026, Santorum circulated Texas litigation pleadings to Ecogensus equityholders, including Peter Leemputte, by blind copy. Leemputte forwarded the email to Østvik that evening and demanded an immediate board meeting. The communication continued Santorum's direct involvement with the equityholders whose consents the Sanctus proposal required.

266. On July 29, 2026, Pacella testified that he had retained the company documents on his computer and had never scrubbed it. He said that he had delivered the computer to a forensic auditor after the dispute began and did not know its current location. He also testified that he had produced retained documents as ordered in arbitration.

Breach and knowing assistance

267. Pacella breached his fiduciary duties by using confidential personal and settlement information obtained through representation to advance an adverse acquisition and pressure former clients through threatened investor disclosure. The acquisition sought ownership and management control for Sanctus and its partners. Ecogensus withheld authorization for that commercial use of its confidences.

268. Sanctus knowingly assisted through Pacella, its chief executive and acquisition representative. It presented the acquisition in its name and authorized him to seek investors, client records, consents, and control of the businesses. Pacella's knowledge of the client relationships and confidentiality restrictions was knowledge he held while acting for Sanctus in that transaction.

269. On information and belief, Providence knowingly assisted Pacella's use of entrusted information by pursuing the acquisition through him and Butler and concealing its

participation behind Sanctus. Providence's prior negotiations concerned Ecogensus's confidential business information, and its acquisition representative dealt through Ecogensus's former counsel. Its assistance placed Pacella's knowledge and access in the service of its proposed acquisition.

270. On information and belief, Michael Allen personally directed Providence's participation and coordinated the pressure supporting it. His stated authority over the group expressly included Pacella. He used that authority, together with Providence's acquisition interest conveyed through Butler, to support the effort to obtain control through Ecogensus's former counsel.

271. Santorum knew Pacella's role as counsel and the confidentiality restrictions on information supplied through him. He participated in the acquisition's capital-raising discussions and communicated Allen's position to Pacella. On information and belief, he knowingly helped Pacella pursue the acquisition using the information and influence obtained during the representation.

272. Blackard knew that Pacella had disclosed a personal client confidence improperly. On information and belief, he used that knowledge in continuing the pressure for commercial concessions and coordinated ZGW's participation through Butler. ZGW participated through Blackard as its chief executive in pursuit of manufacturing rights and control over commercialization.

273. On information and belief, each aiding defendant actually knew that Pacella was using client confidences without authorization and substantially assisted that use through the acts alleged above. The misuse impaired Ecogensus's control over confidential business and settlement information and its ability to pursue financing and commercialization independently.

274. Ecogensus seeks recovery for its own direct injury. It seeks the commercial loss and reasonable mitigation costs caused by misuse of its information. The losses claimed would have been avoided had Pacella preserved those confidences and the other defendants refrained from assisting their adverse use.

Court relief

275. The Court has supplemental jurisdiction under 28 U.S.C. § 1367 because this count arises from the information, acquisition, and commercial conduct alleged in the federal claims. The March 24, 2022 dismissal of the earlier action rested on personal jurisdiction and preceded the acquisition and 2026 conduct pleaded here. Ecogensus relies on the present complaint's defendant-specific jurisdictional allegations.

276. The aiding-and-abetting claims concern the outside defendants' own conduct for their commercial benefit. Pacella's employment arbitration clause addresses specified disputes between Pacella and the company-side parties. Ecogensus's assent to that clause extended to those controversies with Pacella. It supplied no agreement to arbitrate the separate tort claims pleaded here against Sanctus, Providence, Allen, Santorum, Blackard, or ZGW.

277. As to Pacella, Ecogensus invokes the express reservation of interim judicial relief in employment agreement § 11(o) and the corresponding equity-grant provisions. The employment agreement preserves its arbitration provisions after separation and delegates disputes over their scope. Ecogensus seeks interim protection pending resolution of arbitrable merits and adjudication of merits properly before this Court under the governing agreements.

278. The claims for new uses and threatened disclosures in 2025 and 2026 arose after the 2021 and February 2023 ZGW releases. Those claims concern subsequent misuse of client

confidences. The Fourth Master License Agreement provides mediation followed by litigation for covered disputes and permits covered equitable relief during that process; the 2023 release separately selects New York courts for disputes concerning that release. The earlier conduct pleaded here establishes the defendants' relationships, knowledge, and methods.

279. Ecogensus seeks compensatory damages, disgorgement of benefits obtained through the breaches, an accounting, and injunctive relief against the aiding defendants. Against Pacella, Ecogensus seeks the interim protection expressly reserved by the agreements and further relief within the Court's authority. Any recovery shall credit amounts recovered for the same injury in arbitration or another count.

280. Ecogensus seeks preservation and identification of the retained devices, custodians, copies, and recipients; supervised return or sequestration of its confidential records; and an injunction against use or disclosure of those records and confidences for acquisitions or other adverse commercial purposes. The requested relief preserves lawful evidence retention, court-ordered production, protected reporting, and authorized litigation access. Continued commercial dissemination would defeat confidentiality in a manner money alone could not repair. Ecogensus also seeks interest, taxable costs, and further relief the Court deems proper.

COUNT 6

CIVIL CONSPIRACY (STATE LAW)

281. Ecogensus, LLC and SRF Technology Licensing Europe East, LLC ("SRF") assert this count against Providence Energy Corp.; John Michael "Mike" Allen; William Allen; Jeffory D. Blackard; Zero Global Waste, LLC ("ZGW"); Zero Global Waste Croatia, d.o.o. ("ZGW Croatia"); Mladen Jozinović; Benjamin "Jed" Rollins; Rick Santorum; Matthew R. Pacella; Sanctus Capital Advisors, Inc. ("Sanctus"); and Curtis Bostic.

282. Defendants agreed to obtain control of Ecogensus's technology and business by using confidential information, restricting access to operating equipment, and applying financial and litigation pressure. They conditioned relief on manufacturing access, technical disclosures, expanded commercial rights, releases, and transfer of Østvik's ownership and management authority.

283. Ecogensus developed and possessed the confidential engineering designs and business information described below. SRF held the licensing and supply rights under the February 2, 2023 Fourth Amended and Restated Master License and Equipment Supply Agreement ("Fourth MLA") and lawfully possessed the technical information used to perform it. Pacella represented Ecogensus and Østvik personally and received confidential information through those relationships. Frank Harris represented Ecogensus and SRF in the technical and contract discussions described below.

284. On December 17, 2016, Pacella sent Ecogensus's confidential private placement memorandum to Santorum for Blackard, Mike Allen, and Mark Green. Pacella identified himself as Ecogensus's vice president and general counsel and required signed nondisclosure agreements

before further distribution. The memorandum disclosed Ecogensus's ownership, finances, and business plans.

285. Providence Energy Corp. supplied capital to ZGW through Mike Allen, who directed its financing and participated in the negotiations described below. William Allen led Providence's ZGW investment. Providence Energy Ltd. participated in the manufacturing negotiations through William Allen and Nastri, its executive vice president and general counsel.

286. ZGW and ZGW Croatia received Ecogensus's flagship equipment in Croatia in 2019. Blackard directed ZGW's operations, and Jozinović managed local custody and technical access. Ecogensus depended on that equipment for operating demonstrations to prospective investors and customers.

287. Pacella disclosed Østvik's private personal history to Blackard in Dallas while serving as counsel. Blackard acknowledged that disclosure in a January 26, 2021 declaration. Ecogensus and Østvik had entrusted their information to Pacella for legal services and had not authorized its use to procure control of their property.

288. On April 28, 2022, Blackard emailed Mike and William Allen about progress with Gabriel Comănescu, the Romanian government, and manufacturing through Comănescu's company, Grup Servicii Petroliere ("GSP"). On May 6, William Allen acknowledged in a voicemail: "Since we've had our machine sittin' there idle for a year, which is our fault." A June 6, 2022 draft venture agreement proposed a Romanian subsidiary with 20 percent ownership and three of seven board seats for Comănescu's company. On June 7, ZGW requested a \$10 million Romanian grant and a sovereign guarantee of up to \$30 million in debt for a project that included manufacturing the systems in Romania.

289. Also on June 7, Rollins, at Blackard's direction, introduced Comănescu to Harris as a prospective manufacturing contact and copied Jozinović. The email omitted the proposed venture and financing request. ZGW's submission relied on the technology's American origin, environmental performance, and value in replacing coal and producing materials.

290. On August 11, 2022, Blackard told Harris that he had directed Jozinović to obtain Romanian manufacturing prices. Blackard acknowledged Østvik's concern about reverse engineering and stated, "I'm not chasing your IP; I'm not trying to cheat you in any way whatsoever." Blackard and Jozinović also stated that the proposed pricing exercise had not occurred.

291. In September 2022, plaintiffs notified ZGW and the Providence decision-makers of unauthorized technical access and related misconduct. On September 9, Mike Allen responded to an audit notice, "Let's get legal advice as they do nothing timely." The September 28 audit disclosed funding records, adverse investment interests, and Romanian manufacturing materials to plaintiffs and their representatives.

292. In October 2022, Mike and William Allen met with Østvik and Harris in the Woodlands, Texas. Mike Allen proposed an infrastructure investment involving Providence and other energy investors. In a separate October call with Østvik, Mike Allen stated that he controlled the funding behind the pressure, including Pacella's claims, and could bring that pressure to an end through an agreement.

293. On October 14, 2022, ZGW's counsel, Austin Champion, wrote that Mike Allen had asked him to contact plaintiffs' counsel. Champion described suspension of ZGW's proceedings, instructions to Croatian counsel, and requests that third parties suspend their litigation efforts.

294. On October 24, 2022, Klemm Sigurnost demanded that Harris retract his September 30 affidavit filed in New York within eight days and threatened criminal and other proceedings in Croatia and other European Union countries. On October 27, Champion warned plaintiffs' New York counsel that GSP and Klemm might pursue claims over the same allegations. William Allen told Harris that Blackard had been working on those letters.

295. On October 27, 2022, William Allen sent Østvik and Harris a proposed term sheet after spending hours with Mike Allen and Nastri combining proposals. It required delivery of designs and manufacturing information to GSP or Titan Production Equipment ("Titan"), proposed direct ordering from those manufacturers, extended commercial rights, and designated Providence Energy Ltd. and William Allen as the point of contact. On November 3, Nastri sent plaintiffs' counsel "Providence's markup of Eco's last draft" and identified terms Providence intended to retain.

296. During the negotiations through December 2022, ZGW insisted that GSP receive manufacturing opportunities. Harris negotiated the inclusion of Titan, which Ecogensus had vetted and trained. The resulting February 2, 2023 agreements designated GSP and Titan as preferred manufacturing partners and required manufacturing reports to Providence Energy Ltd., care of William Allen.

297. The Fourth MLA granted ZGW rights in thirteen countries. Section 2.01(b) required SRF's prior written consent to manufacture the Technology or Systems. Sections 2.05(b) and 2.05(l) permitted specified disclosures and independent procurement for facility engineering while reserving supply of Control Systems to SRF or its affiliate. Section 6.01 limited disclosure to recipients necessary for performance and required confidentiality protections. The Existing Equipment Agreement prohibited copying and reverse engineering.

298. The 2023 package also replaced direct audit access with review through an Approved Auditor and restricted disclosure of findings. It retained verification of anti-corruption compliance. The prior-order agreement required \$1,161,600 in funding to an independent escrow agent, subject to specified notice, extension, cancellation, and credit provisions. Its 115-day manufacturing period began upon funding.

299. In February 2025, Blackard sought additional process information for the controller and proposed adding Texas to ZGW's territory. Rollins transmitted a written proposal seeking revised territorial and manufacturing rights. Blackard offered a temporary suspension of the GSP requirement while pursuing the Texas proposal.

300. In May 2025, Tom Butler told plaintiffs' counsel, Michael Konkel, that Providence wanted to make a buyout proposal but would not put its name on a written offer because of concern about conspiracy allegations. A May 14 letter, transmitted May 16, then offered an acquisition through Sanctus. Pacella signed it on Sanctus's behalf.

301. The Sanctus proposal sought all of Østvik's equity in Ecogensus, VikingPeak Energy, and their affiliates, proposed a consolidated licensing company and a new chief executive officer, and requested confidential financial and customer information. It linked the proposed transaction to releases and a litigation pause and identified equipment manufacturing support and royalty revenue as the consolidated company's focus.

302. In his June 10, 2025 follow-up, transmitted June 12, Pacella denied any conversations with Mike Allen, William Allen, or Providence and denied coordination with Providence. He identified Santorum as a source of potential acquisition capital and stated that his litigation financier would require payment. Pacella used Østvik's personal circumstances, learned through their confidential relationship, to press for replacement management and stated that he

had instructed counsel to restart arbitration. Pacella used those confidences to advance his own acquisition and payment interests. Østvik declined the acquisition.

303. In September 2025, Blackard and Rollins engaged M&H Engineering, also identified as MHES, in the equipment-design program. Jozinović and ZGW Croatia supplied Ecogensus engineering information into that program. The information included piping and instrumentation drawings depicting the processor and auxiliary configuration, internal component relationships, and control interfaces.

304. The drawings embodied Ecogensus's nonpublic engineering work and enabled a recipient to reproduce design relationships developed at Ecogensus's expense. Ecogensus and SRF restricted access through confidentiality agreements, contractual use limits, and controlled technical disclosures. Their consent to facility engineering extended to the specifications needed for authorized integration. They did not authorize derivation of proprietary module designs or internal control arrangements for competing manufacture.

305. On September 18, 2025, Harris gave written notice that the piping and instrumentation drawings, control sequences, and component specifications were proprietary and subject to nondisclosure restrictions. The correspondence included Blackard, Rollins, Jozinović, Mike Allen, Santorum, and MHES personnel.

306. On the September 24, 2025 engineering call, MHES president Dave Costello described information "on your P&ID," including motorized valves and pressure sensors. MHES personnel discussed the grease pump and hydraulic connections shown in Ecogensus's drawings. Harris objected that MHES was using proprietary Ecogensus designs in its own competing design work. MHES invoked an NDA. Blackard and Rollins continued the program, and Costello identified them as handling its "commercial legal side."

307. Blackard and Rollins procured use of the protected drawings for the alternative manufacturing design after receiving those objections. Jozinović supplied technical access and information for that work. The unauthorized use appropriated Ecogensus's engineering work and impaired SRF's reserved manufacturing and control-system interests. Harris renewed the restrictions in an October 2025 letter to MHES requesting identification and quarantine of third-party-sourced materials.

308. On January 12, 2026, William Allen called Harris, proposed direct discussions, and said he could speak for everyone on his side. A demand for Ecogensus's records from Lee Beaman's counsel arrived that morning. William Allen initially denied advance knowledge, including in a January 16 message. In a separate conversation with Østvik, Allen acknowledged knowing of the plan since fall 2025 and stated that ZGW's board had agreed to discontinue the tactics so he could pursue Providence's acquisition of Ecogensus.

309. In January 2026, Bostic and Rollins met plaintiffs' counsel in New York to discuss acquisition and revised commercial rights. William Allen identified Santorum as the person who had asked Bostic to intervene. Bostic presented himself as a shareholder speaking for ZGW's investors and partners.

310. On February 25, 2026, Bostic texted SRF's representative that ZGW had "learned of two suits in Europe," in its exclusive territory, where purchasers allegedly claimed that machines "failed to function." Bostic also wrote, "My view is increasingly that the company needs a receiver." He made these statements during the acquisition discussions.

311. The asserted purchaser suits were false. SRF and Ecogensus had supplied European equipment only to ZGW. Bostic supplied no purchaser, case number, court, or document supporting his assertion. He stated that the suits existed with knowledge of falsity or reckless

disregard for their existence, intending SRF to divert resources and concede reduced value and control. SRF reasonably investigated possible unauthorized sales and proceedings, incurred investigation expenses, and diverted counsel from planned enforcement work.

312. On June 3, 2026, ZGW stated in its federal pleading that it needed to close financing by November 2026 and that raising equity depended on operating systems and a reliable manufacturer. The manufacturing, information, and acquisition demands sought the technology and operating proof needed for that financing.

313. The shared instructions and terms, Providence's control over proposed relief, Blackard's manufacturing directions, Rollins's engineering work, Jozinović's technical access, and Santorum's acquisition contacts establish defendants' agreement and intentional participation. Pacella and Sanctus pursued the transfer of ownership, and Bostic used false litigation assertions to press that transfer. Each participated in the identified portion of the plan with knowledge of its wrongful means. The allegations concerning the Group's structure, common purpose, and coordinated conduct are pleaded in support of the agreement and intentional-participation elements of this Count.

314. The underlying torts are misappropriation of trade secrets and proprietary information, unfair competition through bad-faith appropriation, Pacella's breach of duties to his former clients, and Bostic's fraudulent misrepresentations. Defendants' coordinated acts caused loss of technical exclusivity and commercial value to Ecogensus, impairment of SRF's licensing and manufacturing interests, and expenditures by the affected company to investigate and contain the misuse. SRF also incurred the expenses caused by Bostic's false statements.

315. The March 2021 release expressly excluded Pacella and his agents and affiliated entities. The February 2023 release covered the defined prior dispute and preserved obligations

arising under, relating to, or in connection with the Fourth MLA. The engineering use, acquisition-related misuse of confidences, and fraudulent statements alleged for 2025 and 2026 occurred after that release and caused the injuries alleged here. Plaintiffs learned of the particular MHES use during the September 2025 communications and responded with objections and written restrictions.

316. Under New York law, each defendant is liable for the actionable torts committed in furtherance of the agreement within the scope of that defendant's knowing participation. Plaintiffs plead civil-conspiracy liability under Delaware or Texas law in the alternative for underlying torts governed by those states. Liability rests on each defendant's own participation and the acts of the separate persons and entities with whom that defendant agreed.

317. The torts concern the same technology, equipment, transactions, and injuries as the federal claims and fall within this Court's supplemental jurisdiction. The New York negotiations and communications directed to plaintiffs' New York counsel advanced the agreement. ZGW and ZGW Croatia expressly selected this District in the 2023 release and Existing Equipment Agreement. Bostic and Rollins personally participated in the New York acquisition meeting.

318. Defendants' continued technical access and pursuit of manufacturing and ownership rights threaten further unauthorized use of the identified information. Ecogensus and SRF seek protection of their technical and business information. Each plaintiff seeks relief for its own injury and one satisfaction of each loss.

WHEREFORE, plaintiffs request judgment imposing joint and several liability for compensatory damages caused by the torts committed within each defendant's knowing participation; enjoining unauthorized use and disclosure of the identified technical, business, and former-client information; directing preservation and return of unauthorized copies subject to

preservation of evidence; awarding prejudgment and postjudgment interest and costs; and granting such other relief as the Court deems just and proper.

COUNT 7

BREACH OF THE FOURTH AMENDED AND RESTATED MASTER LICENSE AND EQUIPMENT SUPPLY AGREEMENT

319. Plaintiff SRF Technology Licensing Europe East, LLC ("SRF") brings this Count against Zero Global Waste, LLC ("ZGW"). SRF incorporates the preceding factual allegations concerning this claim.

320. In December 2016, Matthew Pacella transmitted Ecogensus's confidential investment materials to Rick Santorum for Blackard and John Michael "Mike" Allen. In August 2017, Providence Energy Corp. supplied \$400,000 of ZGW's initial \$500,000 capitalization. ZGW thereafter held the license through successive agreements executed in 2017, 2018, 2019, 2021, and 2023.

321. By April 28, 2022, Blackard had informed Mike Allen and William Allen that ZGW was pursuing manufacturing with Gabriel Comănescu's company and support from the Romanian government. In June 2022, ZGW proposed a manufacturing venture with Comănescu's group and sought Romanian grants and a sovereign guarantee for Romanian production of the technology.

322. The September 28, 2022 audit produced ZGW's financial and business records to SRF's representatives. SRF's representative, Frank Harris, reviewed records identifying Providence Energy Corp.'s funding and ZGW's foreign manufacturing and governmental activities. SRF sought protective relief in New York.

323. On October 14, 2022, ZGW's counsel, Austin Champion, informed SRF's counsel that Mike Allen had requested a suspension of litigation to negotiate a new agreement. On October 24, Klemm Security demanded retraction of Harris's September 30 affidavit and threatened criminal and other proceedings in Croatia and elsewhere in Europe. On October 27, Champion threatened claims by Klemm and Grup Servicii Petroliere ("GSP").

324. Also on October 27, William Allen sent Harris and Bjørnulf Østvik a term sheet prepared with Mike Allen and Providence Energy Corp.'s general counsel, Mark Nastri. It proposed direct manufacturing through GSP and Titan, delivery of the information needed to manufacture complete systems, and Providence Energy Corp.'s control of the contractual relationship. On November 3, Nastri sent SRF's counsel "Providence's markup" and identified terms on which Providence Energy Corp. insisted.

325. Providence Energy Corp. and Mike Allen presented GSP as a third-party manufacturer while withholding their existing commercial alignment with Comănescu's group. They offered funding and further equipment purchases to obtain GSP's designation, continuing technical access, and releases of claims arising from the prior dealings. ZGW insisted on GSP quotation opportunities throughout the ensuing negotiations.

326. On February 2, 2023, SRF and ZGW executed the Fourth Amended and Restated Master License and Equipment Supply Agreement ("Fourth MLA"). They executed the Mutual Release, Existing Equipment Supplemental Agreement, Previously Ordered and Auxiliary Equipment Agreement ("Order Agreement"), and Escrow Agreement required by § 9.21. Their reciprocal promises and SRF's grant of rights supplied consideration. Section 9.07 selects Delaware law.

327. The package designated GSP and Titan as Preferred Manufacturing Partners, required quotation opportunities and specified technical disclosures, continued ZGW's equipment custody, and provided two years of technical support without charge for the existing equipment. The Order Agreement named Providence Energy Corp., care of William Allen, as a recipient of manufacturing updates after funding. The Mutual Release covered specified prior claims against ZGW and related persons and expressly preserved Fourth MLA obligations.

328. Section 2.13 replaced SRF's direct right to inspect and copy financial and government-contact records with examination by an Approved Auditor. The auditor could report compliance and royalty-payment conclusions to SRF, while withholding underlying audit results. ZGW retained its duty to provide information reasonably required for the auditor to confirm compliance with the Foreign Corrupt Practices Act and UK Bribery Act.

329. ZGW's subsequent technical demands and disclosures sought manufacturing access while ZGW retained the equipment.

330. The Fourth MLA preserved enforceable limits on that access. Section 2.01(b) required SRF's prior written consent to manufacture the Technology or Systems. Section 2.02 reserved ungranted intellectual-property rights to SRF. Section 2.05(l) permitted third-party manufacture of Facility Equipment and required ZGW to purchase needed Control Systems from SRF or its affiliate and supply information reasonably required to design and program them.

331. Section 6.01 required strict confidence, reasonable safeguards, and disclosure only to specified recipients whose access was necessary to perform the agreement. It required confidentiality agreements materially consistent with Article VI, responsibility for recipients' breaches, prompt written notice of actual or likely loss of confidentiality, and best efforts to retrieve affected information, mitigate the loss, and prevent further unauthorized access.

332. Section 3.03 assigned operational permits and approvals to ZGW, subject to SRF's stated CE-marking obligations for supplied Systems. Section 2.02 of the Existing Equipment Supplemental Agreement separately assigned existing-equipment conformity expense to ZGW. Section 9.20 of the Fourth MLA required commercially reasonable efforts toward the business-plan objectives.

333. Under Order Agreement § 2.02, ZGW promised to fund the \$1,161,600 balance for three previously ordered processors within sixty days. It elected \$5,000 weekly extensions, available for eight weeks, and failed to pay them. The balance remained unfunded, and the order became void under the agreement's 116-day limit. The agreement preserved ZGW's \$1,742,400 deposit as a credit against future orders. SRF's 115-day completion period depended on funding the balance.

334. The separate \$250,000 escrow in Champion LLP's trust account carried a Poland technology-transfer credit and execution and document-delivery conditions. Equipment payments were payable to the Independent Escrow Agent.

335. By February 2, 2024, ZGW had failed to control a facility legally and technically capable of housing and commercially operating three processors. ZGW controlled the facility selection, permit applications, site infrastructure, and required information. Its failure to obtain suitable operating permission and provide the required infrastructure prevented that capability.

336. On February 10, 2025, Blackard asserted that SRF had defaulted on duties arising from ZGW's December 5, 2024 amended Purchase Order Notice. On February 19, Blackard told Harris that SRF did not need the facility specifications while demanding additional processor information. ZGW withheld the facility and interface information SRF needed to design and program the controls under § 2.05(l).

337. On March 7, 2025, Blackard stated that ZGW still needed to submit its facility-permit application. He also acknowledged ZGW's agreement to obtain CE markings for the existing equipment. ZGW continued to seek manufacturing access and additional territorial rights while those requirements remained unresolved.

338. SRF supplied ZGW with a process and instrumentation drawing identified as EQS 5000L solely to progress the Approved New Equipment designation process. Every page was marked "Ecogensus Proprietary and Confidential." By August 27, 2025, ZGW had supplied the drawing to M&H Engineering ("MHES") for its engineering work. That day, MHES engineer Ron Perego emailed SRF using nonpublic component identifiers from the drawing that SRF had never supplied to MHES.

339. On September 18, 2025, Harris informed the engineering participants that the drawings, control sequences, and component specifications were proprietary and subject to confidentiality restrictions. Mike Allen, Blackard, Benjamin "Jed" Rollins, Champion, and Titan's chief executive were copied on the purchase-order and drawing correspondence.

340. On September 24, 2025, MHES engineer Dave Costello discussed motorized valves, pressure sensors, and other information from SRF's drawing during a call with Harris, Blackard, and Rollins. MHES used that information to design substitute auxiliary equipment around SRF's processor. Harris objected to MHES's use of the proprietary design. An MHES representative invoked an NDA, and Rollins continued to press the purchase-order timetable. The engineering work continued.

341. The disclosure and use exceeded the limited purpose for which SRF supplied the drawing. MHES used internal processor design information beyond the interface specifications needed to connect independently designed Facility Equipment. SRF gave no written consent

authorizing reproduction of its protected Technology or Systems. After Harris's objection, ZGW continued the engineering process and failed to retrieve the drawing or prevent its further unauthorized use.

342. On October 10, 2025, Blackard confirmed that ZGW was still arranging a high-voltage electrical connection for the Croatian facility. On October 27, ZGW requested AAA mediation under § 9.08. SRF agreed and paid its deposit.

343. On January 12, 2026, William Allen contacted Harris, stated that he could speak for everyone on his side, and proposed further discussions. Providence Energy Corp. then pursued acquisition of Ecogensus while ZGW continued to assert rights under the Fourth MLA.

344. By February 2, 2026, ZGW had failed to submit purchase orders for sixty Systems within the thirty-six-month period specified in Schedule B. The alternative sequential-order route depended on completion of the earlier three-processor order, which ZGW's failure to fund had caused to become void. ZGW's own funding and information failures caused the delays on which it relied to retain exclusivity.

345. On March 6, 2026, ZGW's Croatian representative, Mladen Jozinović, acknowledged that operation still required an administrative permit for waste treatment. ZGW's continuing failure to complete the permit, infrastructure, and information work within its control breached §§ 3.03 and 9.20 and deprived SRF of the contemplated licensed operations.

346. On March 18, 2026, SRF issued written notices to ZGW and transmitted them to Champion. SRF invoked lapse of exclusivity under Schedule B, exercised its § 9.20 right to reduce the territory to Croatia, and gave notice of termination under § 8.02(a). SRF separately

demanded equipment return under the Existing Equipment Supplemental Agreement and evidence preservation.

347. SRF performed its material obligations by executing the package, granting the licensed rights, supplying technical information, and participating in the engineering process. ZGW's failure to fund prevented the manufacturing timetable from commencing. Its withholding of necessary facility information prevented the corresponding controls work. SRF was excused from performance ZGW prevented. ZGW's resulting delays supply no extension under § 2.06 or Schedule B § 2.0. The § 9.08 negotiation period expired on April 27, 2026.

348. ZGW materially breached § 6.01 by disclosing protected engineering information beyond its authorized purpose, permitting the resulting unauthorized use, and failing to take the required protective and remedial measures after notice. It also breached § 2.05(l) by withholding reasonably required design inputs. Under §§ 2.01(c) and 6.01, ZGW bears contractual responsibility for the covered sublicensees, contractors, agents, and recipients through which these breaches occurred.

349. Providence Energy Corp. was a ZGW member. It supplied the terms through William Allen and Natri, directed funding arrangements, and secured its own manufacturing-reporting provision. On information and belief, Providence Energy Corp. authorized ZGW to contract on its behalf for that access and the accompanying obligations. ZGW acted within that authority.

350. Mike Allen controlled Providence Energy Corp. and directed the negotiations through Champion, William Allen, and Natri. Knowing the GSP manufacturing objective before the audit, he participated in presenting GSP as a separate manufacturer while withholding Providence Energy Corp.'s commercial relationship with Comănescu's group. He caused ZGW to

obtain SRF's assent through those representations and funding assurances and secured the release of SRF's prior claims against him as a related investor.

351. Providence Energy Corp. obtained manufacturing access through ZGW, and Mike Allen obtained a release of SRF's prior claims against him. SRF relied on the representations and funding assurances in executing the package and furnishing access to ZGW. This Count seeks enforcement of ZGW's contractual obligations against ZGW alone.

352. ZGW's unauthorized disclosure and use impaired the confidentiality and value of SRF's licensed technical information and enabled competing design work using it. SRF incurred costs to investigate the disclosure and protect its technical rights. The withheld inputs caused additional engineering work and delay. The operational and efforts breaches deprived SRF of the commercial use of its licensed rights throughout the affected period. SRF seeks damages for injury to its own property and licensed business, including diminution in value caused by the confidentiality breaches. Further unauthorized use threatens continuing loss of secrecy that money damages cannot repair.

353. Damages caused by the confidentiality and intellectual-property violations fall within the express exceptions in both § 9.06(A) and § 9.06(B). SRF seeks its other contract damages subject to the limitations applicable to those losses. SRF also seeks accrued, unpaid extension payments under Order Agreement § 2.02, with applicable payments and credits.

354. The disclosure and completed unauthorized use of the proprietary design materially impaired protections central to the agreement. SRF seeks a declaration that its March 18, 2026 notice terminated the Fourth MLA for an incurable material breach. Alternatively, SRF seeks termination for breach remaining uncured sixty days after receipt of written notice, or after the

additional sixty days available while ZGW takes and continues commercially reasonable steps to cure. Article VI and accrued liabilities survive under § 8.03.

355. SRF seeks a declaration that ZGW's exclusivity lapsed under Schedule B and, alternatively, enforcement of SRF's § 9.20 election through the written amendment reducing the territory to Croatia. Any operating rights surviving loss of exclusivity remain subject to § 8.04 and continued contractual compliance.

356. In the alternative, even if ZGW pursued its professed legitimate commercial purpose, the identified disclosures, withheld inputs, and failures to perform the allocated compliance and efforts duties breached the Fourth MLA and caused SRF's injuries.

357. SRF requests compensatory damages, accrued extension payments, applicable interest, recoverable costs, and the declarations and territorial amendment pleaded above. SRF also seeks enforcement of §§ 6.01 and 8.03 through cessation of unauthorized use, retrieval and protection of confidential information, and cancellation of recordings and removal of trademark materials as required upon termination.

COUNT 8

Breach of the Implied Covenant of Good Faith and Fair Dealing SRF Technology Licensing Europe East, LLC against Zero Global Waste, LLC

358. SRF Technology Licensing Europe East, LLC ("SRF") incorporates the preceding allegations concerning the parties, jurisdiction, venue, and execution of the February 2, 2023 agreements.

359. SRF and Zero Global Waste, LLC ("ZGW") entered into the Fourth Amended and Restated Master License and Equipment Supply Agreement dated February 2, 2023 (the "Fourth MLA"). SRF is the licensor and ZGW is the licensee. Section 9.07 provides for Delaware law.

360. Providence Energy Corp. and Providence Energy Ltd. financed ZGW. Michael Allen ("Mike Allen") directed funding and negotiations. William Allen ("Will Allen") led Providence's ZGW investment and negotiated the contractual reset. ZGW authorized the Allens to negotiate on its behalf and adopted the resulting agreements. Jeffory Blackard, ZGW's chief executive officer, directed its ordering and manufacturing demands. Benjamin "Jed" Rollins administered those demands. Mladen Jozinović managed the Croatian facility through ZGW's Croatian subsidiary.

361. ZGW ordered three EGS-5000L processors on March 2, 2021. By October 2022, SRF had incurred production costs exceeding the deposits received. Frank Harris informed Will Allen that the remaining balance was \$1,161,600.

362. In 2021, ZGW submitted Croatian permitting materials describing the licensed process as vacuum pyrolysis. That description was technically incorrect and attracted opposition to the project. On August 3, 2022, Blackard defended the description and stated that ZGW had pursued permits largely through its own personnel. Will Allen received that correspondence. On September 8, 2022, SRF's counsel notified Blackard, Mike Allen, and Will Allen in writing that the application used the wrong process category.

363. On October 14, 2022, ZGW's counsel requested a suspension of litigation activity at Mike Allen's direction. On October 27, Will Allen sent Bjørnulf Østvik a term sheet prepared after meetings with Mike Allen and Providence's general counsel, Mark Nastri. It sought

continued territorial rights, manufacturing access for GSP and Titan, and a management role for Providence Energy Ltd. and Will Allen.

364. From December 2022 through February 2, 2023, Will Allen repeatedly assured SRF that Providence had the \$1,161,600 available and would fund completion of the three processors independently of Croatian permitting. SRF relied on those assurances in executing the contractual reset.

365. On February 2, 2023, SRF and ZGW executed the Fourth MLA, the Previously Ordered and Auxiliary Equipment Agreement, the Existing Equipment Agreement, the Mutual Release, and the Escrow Agreement. The Fourth MLA continued ZGW's territorial license and gave GSP and Titan preferred manufacturing status. SRF retained the intellectual-property rights reserved by Section 2.02 and the right to receive the agreed equipment margins, technology-transfer fees, and royalties.

366. Sections 2.05(d) and (e) required agreement on the specifications, costs, delivery estimates, inspection criteria, and documentation for New Equipment before the purchase-notice period began. Section 2.05(f) provided for manufacturer quotations and, upon the stated conditions, collaboration to resolve manufacturing impediments. Section 2.05(l) permitted ZGW to obtain facility equipment from third parties, required it to purchase processor controls from SRF or its affiliate, and required ZGW to supply the information reasonably needed to integrate those controls.

367. Section 9.20 required commercially reasonable efforts toward the Exhibit D objectives and reserved SRF's right to reduce the territory to Croatia if ZGW's own acts or omissions prevented the specified facility readiness within twelve months. Exhibit D identified the Novi Marof facility and made its expansion plan nonbinding. Schedule B conditioned

continued exclusivity on its alternative ordering requirements and allowed specified extensions for qualifying disruption caused by SRF.

368. The Previously Ordered and Auxiliary Equipment Agreement required ZGW to fund the \$1,161,600 balance within sixty days, subject to extensions of \$5,000 per week for up to eight weeks. Section 2.02 provided for cancellation of the order and retention of the \$1,742,400 deposit as credit against future orders if funding failed under its terms. After funding, Section 2.05 required manufacturing updates and photographs to Providence Energy Ltd., care of Will Allen, and the escrow agent.

369. On April 21, 2023, Rollins told Harris that "ZGW concurs that we're operating under the \$5,000 per week provision." ZGW paid neither the balance nor the extension payments. The three processors remained unfinished, and the prior deposit became a credit against future orders under Section 2.02.

370. On December 5, 2024, ZGW submitted its First Amended Purchase Order Notice, which reached SRF's office on December 9. ZGW expanded the requested equipment to include New Equipment requiring the parties to agree on its criteria. Those criteria remained unresolved.

371. On February 10, 2025, Blackard declared SRF in default for failing to obtain manufacturing quotations and related information within sixty days of the December notice. He asserted that ZGW had supplied all required information and threatened damages and specific performance.

372. On February 15, Harris reminded Blackard, Rollins, and ZGW's counsel that the expanded notice required collaboration to define and document the New Equipment

specifications. SRF had offered to accommodate revised timelines and continued working through the technical requirements.

373. On February 19, Rollins acknowledged difficulty designing the control system and said ZGW had viewed ordering processors and auxiliary equipment together as a way to resolve that difficulty. Blackard asserted that ZGW could provide the control specifications only after receiving additional information from SRF. ZGW continued asserting SRF's default while the specifications required for its expanded request remained unresolved.

374. That day, Rollins proposed temporarily dispensing with GSP in favor of Titan, applying ZGW's equipment credit toward technology-transfer fees, securing continued Croatian exclusivity, adding Texas and an African territory, and revising the Schedule B purchase timelines. The proposal sought additional contractual rights while ZGW maintained the default accusation.

375. On September 12, 2025, Blackard issued another purchase-order notice. He asserted that ZGW's engineers had certified its completeness and demanded objections within five days or deemed waiver. The notice also sought ZGW review and approval of the hardware and software selected for the standard processor's control system.

376. On September 17, Harris objected to the proposed control-system approval rights. On September 18, he identified the proprietary restrictions governing the process drawings, control sequences, and component specifications. Mike Allen, Blackard, Rollins, and ZGW's engineering representatives received the correspondence. SRF executed no written waiver or amendment granting the demanded rights.

377. During the September 24 engineering call, Dave Costello of MHES referred to Ecogensus process drawings, motorized valves, and pressure sensors. He explained that ZGW and its engineers had "deliberately narrowed the scope down to the processor" so that auxiliary equipment could use a configuration of their choosing. ZGW continued demanding processor information and approval authority while directing its own facility-equipment design.

378. On October 10, 2025, Blackard attributed regulatory delay to circumstances outside ZGW's control. On November 6, Jozinović publicly continued defending the project through the pyrolysis classification despite the technical correction communicated in 2022. Maintaining that description prolonged opposition to the facility and the impediment to commercial operation.

379. On January 12, 2026, Will Allen told Harris that he could speak for everyone on ZGW's side. Allen subsequently told Østvik that ZGW's board had agreed to suspend pressure while Allen pursued discussions for Providence to acquire Ecogensus. Those discussions followed the continued technical demands and requests for expanded rights.

380. Providence and the Allens used ZGW to retain the license and obtain manufacturing and technology access while frustrating the commercialization supporting SRF's compensation. ZGW's decision-makers knew of the unfunded processors, unresolved specifications, and corrected process description. They maintained those obstacles while demanding additional information, approval authority, territory, and revised financial terms. ZGW submitted no purchase orders completing the 2024 and 2025 notice processes.

381. Section 9.20 supplies an express commercially reasonable efforts standard, and Section 3.03 allocates responsibility for operational permits. Those express duties are enforced in Count 7. The gap alleged in this Count concerns ZGW's administration of a pending New Equipment request when its selected equipment configuration, financing arrangements, and

permitting approach left the technical prerequisites unresolved. The provisions identified above do not prescribe the sequence for coordinating those choices or address whether ZGW may deliberately maintain the resulting impasse and use it to demand additional processor-control, manufacturing, or territorial rights from SRF. SRF invokes the implied covenant only to the extent the express provisions leave that particular exercise of discretion unresolved.

382. At the time of contracting, the parties reasonably expected ZGW's discretion over proposed equipment configurations, third-party facility designs, fundraising arrangements, and descriptions supplied to permitting authorities to serve the contemplated licensed exchange. The specific implied obligation alleged is that ZGW would not knowingly create or maintain impediments through those choices and then use the impediments to demand rights beyond the agreed exchange as a condition of allowing performance to proceed. That obligation preserves the stated efforts standard, payment terms, permitting allocation, ordering elections, and termination remedies; it supplies no guarantee of financing, permitting approval, or commercial success.

383. ZGW exercised the challenged discretion in bad faith through the 2024 and 2025 ordering sequence. With financing and New Equipment criteria unresolved, it selected and revised facility-equipment configurations, demanded additional processor information and approval authority, and asserted SRF's default while declining to supply the information needed to resolve the impasse. It also continued the incorrect pyrolysis description after receiving the technical correction, maintaining an obstacle to the contemplated commercial exchange while seeking expanded rights. Blackard and Rollins acted for ZGW in administering the notices and demands. Jozinović acted for ZGW's Croatian operation in maintaining the process description.

The alleged breach is the deliberate use of any contractually unresolved discretion to extract those additional rights.

384. SRF supplied technical responses, identified the outstanding equipment criteria, participated in engineering discussions, and remained willing to perform upon satisfaction of the applicable prerequisites. ZGW's conduct prevented completion of the interdependent steps needed for SRF's corresponding performance.

385. The alleged misuse of discretion caused SRF additional engineering and manufacturing-coordination expenses in addressing repeated demands concerning unresolved specifications and control-system scope. It impaired SRF's opportunity to complete the agreed ordering process and receive the corresponding compensation. SRF seeks only its own direct loss caused by the implied breach, subject to Section 9.06. Recovery for unpaid sums or failures to satisfy express payment, information, permitting, and efforts duties is sought under Count 7, with no double recovery.

386. SRF pleads this Count in the alternative to Count 7 under Rule 8(d)(2), limited to a contractual gap the Court finds after construing the Fourth MLA and its companion agreements. If Section 9.20 or another express provision governs a challenged choice, that conduct is pursued as an express-contract claim under Count 7. Section 2.05(i) governs ZGW's election to forgo an order and the applicable abortive fee. The companion agreement governs cancellation and credit for the three previously ordered processors. No implied obligation asserted here changes those elections, the express efforts standard, Exhibit D's nonbinding status, Schedule B's ordering alternatives, or the allocation of financing and permitting risks.

387. Section 4.03 of the Mutual Release preserves obligations arising under, relating to, or connected with the Fourth MLA. This Count seeks relief for the post-execution conduct

alleged above. ZGW requested contractual mediation on October 27, 2025. SRF paid the \$12,000 mediation deposit and participated in scheduling and pre-mediation conferences. The six-month negotiation period under Section 9.08 has expired.

388. SRF requests judgment against ZGW for compensatory damages caused by breach of the implied obligation alleged in this Count, in an amount proved at trial and subject to Section 9.06; nominal damages as appropriate; prejudgment and postjudgment interest; and costs. Any award shall account for recovery of the same injury under another count.

COUNT 9

Breach of the Existing Equipment Agreement (Against Zero Global Waste, LLC and Zero Global Waste Croatia d.o.o.)

389. SRF Technology Licensing Europe East, LLC (“SRF”) sues Zero Global Waste, LLC (“ZGW LLC”) and Zero Global Waste Croatia d.o.o. (“ZGW Croatia”), together “ZGW,” to enforce the agreement governing Ecogensus’ flagship being held in Croatia. Ecogensus, LLC (“Ecogensus”) joins to enforce the release protecting SRF’s affiliates.

390. The Existing Equipment comprises the components delivered under Sales Quotations HR (Croatia)–2017-01 and HR (Croatia)–2018-01, dated August 25, 2017 and July 13, 2018. The parties commissioned the installation in 2020. ZGW relocated it to Podrute, near Novi Marof, Croatia, in 2022.

391. On February 2, 2023, SRF and both ZGW entities executed the Existing Equipment Supplemental Agreement (“Equipment Agreement”). The transaction included the executed Fourth Amended and Restated Master License and Equipment Supply Agreement (“Fourth MLA”), Mutual Release, and required companion agreements. Frank Harris signed the

Equipment Agreement for SRF. Jeffory Blackard signed it as Chief Executive Officer of each ZGW entity.

392. Under § 2.02, ZGW retained custody and agreed to bear all expenses relating to the Existing Equipment, expressly including application of CE marking. ZGW Croatia held the equipment at Podrute. Its director, Mladen Jozinović, managed local integration and access under ZGW LLC's direction.

393. Section 2.04 required ZGW to refrain from copying, reverse engineering, reverse compiling, and similar attempts concerning the Existing Equipment or its embodied intellectual property. It also required commercially reasonable measures to preserve secrecy and prevent prohibited third-party conduct, and immediate pursuit, at ZGW's expense, of all available legal remedies upon discovering such conduct.

394. Section 2.06 released future claims against SRF and its affiliates concerning the Existing Equipment, expressly including CE certification. Ecogensus is SRF's parent and sole member and an intended beneficiary of that specific release.

395. Section 2.07 required ZGW, upon cessation of the business operations contemplated by the Fourth MLA, to safely disassemble and convey the Existing Equipment into SRF's custody in the United States, F.O.B. at a place designated by SRF, at ZGW's sole expense. Following conveyance and subject to inspection and verification of condition, SRF agreed to purchase the equipment at its depreciated asset value determined under generally accepted accounting principles and a calculation of machine hours.

396. SRF performed its material obligations, including technical support under § 2.03. Harris worked with ZGW's engineering contractors beginning in 2023 and continued technical conferences, interface reviews, and support communications in 2025.

397. On March 7, 2025, Blackard acknowledged ZGW's agreement concerning CE marking, telling Harris: "I know we agreed to it."

398. By September 2025, ZGW had furnished M&H Engineering ("M&H") proprietary drawings describing the Existing Equipment's processor, auxiliary equipment, and interfaces for use in M&H's auxiliary-system design work. SRF had furnished those drawings to ZGW for a limited contractual purpose and had not authorized their transfer or use to reproduce its design.

399. On September 18, 2025, M&H president Dave Costello told Blackard and Harris that M&H's proposed utilities appeared on Ecogensus' drawings. He identified motorized valves associated with the airlock and transition stub and referred to the manual lid on the existing unit.

400. That day, Harris notified Blackard and Costello that the process and instrumentation diagrams, control sequences, and component specifications were proprietary and restricted to authorized recipients. Mike Allen of Providence Energy, Rick Santorum, Jed Rollins, ZGW counsel Austin Champion, and Titan's Chris Werner received copies of the exchange.

401. On September 24, 2025, M&H personnel questioned Harris about the processor's connections and auxiliary components using those drawings. Harris objected to their use of Ecogensus' proprietary design in competing engineering work. Blackard directed the call. M&H cited its nondisclosure agreement with ZGW.

402. ZGW continued the M&H engagement after that objection. Costello's October 15, 2025 email described adding hardware outside the skid while retaining Ecogensus' existing hardware and process-control arrangement. ZGW's use of the proprietary drawings for that design work breached § 2.04's prohibition on copying and similar attempts and its duty to prevent prohibited third-party use.

403. On October 17, 2025, SRF directed M&H to quarantine proprietary materials obtained from third parties, identify personnel exposed to them, and separate those personnel from independent auxiliary-design work. On information and belief, ZGW pursued no legal remedy against M&H's unauthorized use. ZGW continued to support the engagement and later sought an injunction preventing SRF from enforcing those restrictions, breaching § 2.04's remedial duty.

404. ZGW Croatia also permitted third parties to observe and photograph the installed equipment without SRF's authorization. A December 18, 2025 letter from the local environmental association to Ecogensus included photographs taken inside the Podrute facility. That access and dissemination breached the secrecy and protection obligations in § 2.04.

405. On March 6, 2026, Jozinović, acting with ZGW LLC's express approval, asked Harris to obtain Ecogensus' signature on a power of representation. The instrument designated Ecogensus the manufacturer-supplier of the two-skid product and authorized ZGW Croatia to sign the EU declaration of conformity and affix CE marking in Ecogensus' name.

406. Jozinović renewed the request on March 11, 2026. He stated that successful operation would provide a technical and market reference in the United States and Europe. On March 13, he told Harris that he could pursue a different conformity route at the site but that it would require more work and expense.

407. By March 18, 2026, ZGW had ceased the business operations contemplated by the Fourth MLA. After relocating the equipment in 2022, ZGW had conducted no commercial processing with it, generated no operating revenue, and obtained no full waste-processing permit. It had placed no purchase orders under the Fourth MLA. The equipment remained idle despite repeated announced commissioning dates.

408. On March 18, 2026, SRF demanded disassembly and shipment under § 2.07, a return plan within twenty-one days, and preservation of the equipment and records. ZGW acknowledged the notices in its June 3, 2026 Texas pleading and Blackard's affidavit filed June 9, 2026.

409. ZGW retained the equipment after the demand and failed to arrange its conveyance within a reasonable time. In June 2026, ZGW admitted that the equipment had operated for approximately forty to sixty hours in 2020. Blackard confirmed that the equipment remained nonoperational and that ZGW still lacked its full operating permit.

410. SRF seeks and tenders performance of the complete § 2.07 transaction: designation of a United States receiving location, receipt and inspection, and payment of the contractual purchase price upon conveyance and verification of condition. ZGW's continued retention prevents completion of that transaction.

411. On June 3, 2026, ZGW LLC filed claims against SRF in Counts III and IV of its pleading in *Ostvik v. Santorum*, No. 4:26-cv-00264-SDJ (E.D. Tex.), seeking damages for interference with technical assistance and permitting for the Existing Equipment. It sought the same liability against Ecogensus through its allegations in paragraphs 50–54. Those claims concern the Existing Equipment and fall within § 2.06's release.

412. In paragraphs 25–27 and 40 of that pleading, ZGW LLC also attributed CE responsibility and resulting delays to SRF and Ecogensus. ZGW’s assertion of these equipment claims breached § 2.06 and disputed the equipment-specific expense allocation in § 2.02. SRF and Ecogensus seek enforcement of the release as to those claims and a declaration that ZGW bears the Existing Equipment’s CE-marking expenses.

413. The Equipment Agreement’s § 2.01 and Mutual Release’s § 4.03 preserve the obligations enforced here. Equipment Agreement § 3.05 selects New York law and this Court. ZGW initiated AAA mediation on October 27, 2025; SRF participated and paid its initial deposit. The six-month negotiation period ended April 27, 2026.

414. ZGW’s breaches deprived SRF of the promised protection of its licensed technology and the contracted transfer of the Existing Equipment. The unauthorized technical use impaired SRF’s control over the disclosed information. ZGW LLC’s released claims subjected SRF and Ecogensus to litigation concerning obligations ZGW had discharged.

415. The Existing Equipment embodies proprietary technology and is the first commissioned commercial installation. Its configuration, operating history, and demonstration value make it unique. Further disclosure would permanently impair secrecy. These injuries require specific performance and preservation of the equipment and technical materials. Fourth MLA § 9.06 excepts confidentiality and intellectual-property liability from its damages limitations.

WHEREFORE, SRF and Ecogensus request judgment declaring ZGW responsible for the Existing Equipment’s CE-marking expenses and the identified equipment claims released; enforcing § 2.04’s secrecy, protection, and remedial obligations; and ordering preservation, safe disassembly and conveyance at ZGW’s expense, inspection, valuation, and purchase under §

2.07. SRF also requests compensatory damages proved at trial, or nominal damages, with appropriate credits for the purchase price and overlapping recovery, together with prejudgment and postjudgment interest, taxable costs, and further appropriate relief.

COUNT 10

False Designation of Origin, False Association, and False Advertising

15 U.S.C. § 1125(a)(1)(A) and (B)

Ecogensus LLC against Zero Global Waste, LLC and Jeffory Blackard

416. Ecogensus LLC ("Ecogensus") supplies waste-processing equipment and related engineering, testing, and technical-support services. Its equipment includes the EGS-5000L processor and auxiliary equipment supplied to Zero Global Waste, LLC ("ZGW") for use in Croatia. Ecogensus also conducted testing on its systems in the United States.

417. ZGW is a Texas limited liability company headquartered in McKinney, Texas. Jeffory Blackard is its President and Chief Executive Officer. He directed ZGW's branding campaign and its licensing, manufacturing, and technical-support dealings with Ecogensus. ZGW and Blackard are the Defendants against whom this Count is asserted.

418. This Court has subject-matter jurisdiction under 28 U.S.C. §§ 1331 and 1338 and 15 U.S.C. § 1121.

419. ZGW agreed in Section 9.08 of the February 2, 2023 Fourth Amended and Restated Master License and Equipment Supply Agreement ("Fourth MLA") to this Court's exclusive jurisdiction over disputes arising out of or connected with that agreement and waived objections to venue. Section 3.05 of the accompanying Existing Equipment Agreement selects this Court for disputes concerning the use and possession of the Ecogensus equipment.

420. Blackard executed and directed performance of both agreements. The Existing Equipment Agreement includes ZGW's officers and agents in its definition of ZGW. Ecogensus is the parent of the licensor, SRF Technology Licensing Europe East, LLC ("SRF"), and supplied the covered equipment. This claim concerns commercial use of that equipment and related supply and approval rights. Ecogensus and Blackard are closely related to the agreements and dispute, making enforcement of the selected forum foreseeable to each.

421. The March 2, 2021 Third MLA required development of branding guidelines and written consent for departures from them. In its October 8, 2021 partner update, ZGW identified Ecogensus as its systems supplier, credited testing on Ecogensus's American systems, and identified Mike Allen as having observed testing in Croatia.

422. On April 7, 2022, Blackard sent Bjørnulf Østvik, Ecogensus's Chief Executive Officer, proposed names for the process and its output. Blackard described a planned rollout of the branding in the following weeks. During a spring 2022 meeting at Providence's Dallas offices, Blackard presented the Circulum and Edunite names to Østvik and Frank Harris and said he had retained a marketing specialist. Blackard proposed obtaining Østvik's written approval of ZGW's use and ownership of the brands. Østvik withheld that approval.

423. During that Providence visit, Mike Allen and William Allen identified William as the lead for Providence's ZGW investment. On April 26, 2022, ZGW proposed amendments addressing branding, manufacturing, financing, expanded territory, and a Texas joint venture.

424. On May 11, 2022, Benjamin "Jed" Rollins sent Østvik a proposed license redline at Blackard's direction, copying Blackard, William Allen, and Providence's Luke Woodley. Rollins stated that the redline reproduced the earlier proposal and did not represent ZGW's position

following the parties' discussion. The redline characterized Circulum and Edunite as "Licensee Inventions." Harris identified that characterization in his May 12 response to Østvik.

425. ZGW's June 7, 2022 Romania proposal used an image of an Ecogensus processor and proposed manufacturing and assembling "Zero Global Waste recycling systems" in Romania. It described ZGW's exclusive license covering 29 countries and requested a \$10 million grant and a \$30 million debt guarantee. On July 22, 2022, Rollins sent Østvik definitions of Circulum and Edunite, copying Blackard and Mladen Jozinovic. He described refining those definitions through ZGW's dealings with the public in Croatia.

426. The February 2, 2023 Fourth MLA permits distinct branding of services and products, including output, subject to its restriction on confusingly similar protectable marks. Sections 2.01(a) and (b) require use of processors obtained from the licensor or designated suppliers and prior written consent for manufacture of the technology or systems.

427. ZGW's presentation materials reproduced in its trademark records identify Østvik as the inventor and state that the process is utilized in Ecogensus systems. ZGW obtained registrations for EDUNITE on August 29, 2023, and CIRCULUM on November 26, 2024.

428. On September 24 and October 10, 2025, Blackard requested technical assistance from Harris concerning ZGW's equipment in Croatia. ZGW invoked the Fourth MLA's mediation provision in October 2025. The agreement's six-month negotiation period expired before this Court.

429. On February 7, 2026, ZGW's public website at www.zeroglobalwaste.com described ZGW as "the pioneering creator of Circulum." ZGW continued to publish that statement on September 3, 2026.

430. The homepage links that statement to ZGW's About page, which states: "Zero Global Waste develops alternative waste infrastructure using advanced technologies and market disruptive approaches." That page describes Circulüm as synonymous with ZGW and attributes technical innovation, infrastructure integration, financing, operations, and development expertise to ZGW. The site solicits inquiries through a contact form and identifies ZGW's head office in McKinney, Texas.

431. Taken together, these statements present ZGW as the business that originated and supplies the processing systems and technical capability underlying the advertised Circulüm infrastructure. The presentation gives prospective project customers the misleading impression that ZGW possesses and can provide those systems and technical services independently of Ecogensus.

432. Ecogensus supplied the EGS-5000L processor components and auxiliary equipment and performed the American testing identified in ZGW's own materials. ZGW obtained its access to those goods and technical capabilities through the licensing and equipment-supply relationship. Ecogensus has never authorized ZGW to represent that ZGW produced Ecogensus's processor components or performed Ecogensus's engineering and testing work.

433. On March 6, 2026, Jozinovic, writing for ZGW Croatia with ZGW's approval, asked Harris for written authority to act as Ecogensus's representative for conformity assessment and CE marking. He identified Ecogensus as the supplier of the 5000L skid and issuer of the equipment invoices. On March 11, he renewed that request and sought Ecogensus's technical support. He described successful operation as a prospective technical and market reference for the United States and Europe.

434. On July 13, 2026, Blackard stated under oath that ZGW directed its commercial planning, intellectual-property strategy, and investor communications concerning manufacturing and operational status from Texas. He acknowledged that obtaining operational systems, a credible manufacturing path, and technical support from Ecogensus and SRF affected ZGW's ability to raise capital in Texas and elsewhere.

435. On information and belief, Blackard authorized and maintained the website representations as part of the branding campaign he commissioned. He selected and presented the brands, directed their proposed contractual treatment, and controlled ZGW's commercial and intellectual-property activities from Texas. The website continues to use those brands under his executive leadership.

436. ZGW publishes the challenged statements in the United States to solicit customers for its waste-processing infrastructure and related services. The site is publicly accessible without a shareholder login and directs inquiries to ZGW's Texas office. On information and belief, ZGW and Blackard use those pages to solicit United States project customers and commercial partners for the offering described there.

437. The challenged 2026 publications are separate acts following the March 2, 2021 and February 2, 2023 releases. The 2021 release addresses the defined Original Agreements; the 2023 release addresses the earlier dispute, lawsuit, and Third MLA obligations through February 2, 2023. Ecogensus's claim arises from subsequent publications and the resulting commercial injury.

A. False Designation of Origin and False Association
15 U.S.C. § 1125(a)(1)(A)

438. Through the domestic publications described above, ZGW used the Circulüm designation and accompanying statements to identify itself as the commercial source of the processing systems and technical services underlying its advertised infrastructure. Blackard directed and authorized that use.

439. The representations are likely to confuse prospective customers about who supplies the processor equipment, engineering, testing, and technical support. They also imply Ecogensus's approval of ZGW's presentation of those goods and services as its own. Ecogensus supplied the identified equipment and technical work and retained control over its own commercial identity.

440. The deceptive message concerns the actual supplier of the identified equipment and technical services and Ecogensus's approval of ZGW's representation of that commercial source.

441. By assigning Ecogensus's demonstrated processing capability to ZGW, the publications deprive Ecogensus of recognition as the supplier and technical provider whose work supports that capability. They impair Ecogensus's goodwill with prospective project customers and threaten to divert equipment and technical-service inquiries to ZGW on the premise that ZGW can supply the offering independently. That injury follows directly from the false commercial-source message.

B. False Advertising
15 U.S.C. § 1125(a)(1)(B)

442. The same website statements advertise ZGW's waste-processing infrastructure and related services. In context, the creator claim and descriptions of technical innovation and

infrastructure development convey that ZGW possesses the underlying processing-system and technical-service capability offered to prospective customers. That message misrepresents the nature and characteristics of ZGW's commercial offering because the identified processor supply, engineering, and testing capability came from Ecogensus.

443. The representations are material to project purchasing decisions. A customer evaluating waste-processing infrastructure must determine who can supply the processor, support its operation, and provide the technical work needed to implement it. Blackard's requests for support and his sworn account of ZGW's manufacturing and financing needs confirm the importance of those capabilities to the offering.

444. ZGW disseminates the representations through its public homepage and linked description of its business, using the same Circulüm identity to promote its infrastructure services and solicit inquiries. These publications form a continuing commercial promotion directed to the market for waste-processing projects. Blackard authorized that promotion with knowledge of Ecogensus's role as equipment supplier and technical provider.

445. The misleading attribution harms Ecogensus's commercial reputation and threatens its prospective equipment and service business through the mechanism described above. Ecogensus asserts its own injury as supplier and technical-service provider. Its requested recovery is confined to injury proximately caused by the domestic false advertising and source confusion.

Relief

446. Defendants' continued publication threatens further loss of Ecogensus's commercial goodwill and control over its identity as supplier. Those losses are continuing and difficult to quantify, and monetary relief alone cannot prevent further confusion.

447. Under 15 U.S.C. § 1116, Ecogensus seeks an injunction requiring Defendants to remove or correct the identified creator and capability statements insofar as they represent ZGW as the producer or provider of Ecogensus's processor equipment or technical services, or imply Ecogensus's approval of that representation. Ecogensus also seeks a correction on the same webpages accurately identifying Ecogensus's role in supplying the equipment and technical work described in this Count.

448. Under 15 U.S.C. § 1117(a), Ecogensus seeks its proven damages, an accounting and award of each liable Defendant's profits attributable to the violations, costs, and reasonable attorneys' fees upon a finding that this case is exceptional. Ecogensus also seeks prejudgment and postjudgment interest as permitted by law and such further relief as the Court deems just, with recovery allocated to its own injury and without duplicate compensation.

COUNT 11**UNJUST ENRICHMENT**

(Pleaded in the alternative to Counts 7–9)

449. Ecogensus LLC ("Ecogensus") and SRF Technology Licensing Europe East, LLC ("SRF") assert this count against Providence Energy Corp. ("Providence"), John Michael ("Mike") Allen, Zero Global Waste, LLC ("ZGW"), Zero Global Waste Croatia d.o.o. ("ZGW Croatia"), and Jeffery Blackard.

450. Ecogensus developed the waste-processing technology, owned the assigned patents and confidential engineering information, and paid for its development and validation. SRF held the licensing and supply rights established by the agreements with ZGW and performed equipment-design and support work. Each plaintiff seeks restitution for its own property, rights, and contributions.

451. In December 2016, Mike Allen received Ecogensus's confidential private placement memorandum and financial information through Matthew Pacella and Richard Santorum to evaluate a personal investment in Ecogensus. The memorandum identified Allen as its recipient and disclosed Ecogensus's ownership, capitalization, and development expenditures.

452. Providence financed ZGW's acquisition and deployment of the technology, contributing \$400,000 of ZGW's initial \$500,000 capitalization in August 2017. Ecogensus supplied the first full-scale system for installation in Croatia. The facility was commissioned in 2020. Allen observed testing, and ZGW's 2021 partners' update identified him as a partner who attended the tests.

453. ZGW used the Croatian installation and Ecogensus's American technology in investor and government presentations, including Blackard's May 2021 request to the United States Commercial Service and Santorum's August 2021 letter to the Croatian prime minister. Santorum identified Ecogensus as ZGW's licensor.

454. In spring 2022, at Providence's offices, Blackard presented Circulüm and Edunite as names ZGW proposed to own for Ecogensus's process and its output. He asked Bjørnulf Østvik, Ecogensus's chief executive officer, to approve documents granting the branding rights. Østvik refused. ZGW nevertheless used those names in its commercial materials.

455. In April 2022, Blackard informed Østvik, copying Mike and William Allen, that ZGW was pursuing manufacturing with Gabriel Comănescu's company and the Romanian government. The correspondence also addressed a proposed Texas venture. Comănescu controlled Grup Servicii Petroliere ("GSP").

456. A June 6, 2022 draft allocated a proposed Romanian venture 80% to ZGW International and 20% to Comănescu's proposed company. ZGW's June 7 incentive request sought a \$10 million grant and a sovereign guarantee of up to \$30 million in debt. It displayed the Croatian installation, described ZGW as the exclusive licensor, and proposed Romanian manufacturing. Later that month, William Allen signed a nondisclosure agreement for Providence Energy Corp.

457. In July 2022, Blackard linked the Romanian financing effort to his demand that Frank Harris, SRF's representative, accelerate European manufacturing. That fall, Mike Allen met Østvik and Harris in The Woodlands, Texas, examined an unreleased composite sample, and proposed an infrastructure venture to be funded through Providence and his oil-and-gas associates. He signed a handwritten note in his personal and investor capacities.

458. In October 2022, Mike Allen directed ZGW's request for a litigation standstill. ZGW Croatia's security contractor then demanded that Harris retract his sworn testimony and threatened foreign criminal proceedings. ZGW's counsel separately threatened claims by GSP. William Allen told Harris that Blackard had worked on the threatening letters. During the ensuing negotiations, Providence's representatives pressed for GSP manufacturing access and a direct Providence role in the relationship.

459. During the December 2022 through February 2023 negotiations, William Allen told Østvik and Harris that Providence had the \$1,161,600 processor balance available and would

fund completion independently of Croatian permitting. SRF relied on those statements and accepted additional disclosure obligations, continued equipment custody, and a release. On information and belief, Mike Allen authorized those assurances for Providence's benefit. He directed the standstill, participated in preparing the proposed terms, and controlled Providence's funding participation.

460. On February 2, 2023, SRF and ZGW executed the Fourth Amended and Restated Master License and Equipment Supply Agreement ("Fourth MLA") and related equipment agreements. GSP and Titan Production Equipment became preferred manufacturing partners within the specified bidding process. Providence Energy Ltd., through William Allen, obtained a designated right to monthly manufacturing updates and photographs under the Previously Ordered and Auxiliary Equipment Agreement.

461. The license covered thirteen European countries and preserved plaintiffs' proprietary rights. It permitted defined bidding disclosures and third-party facility-equipment procurement while protecting confidential information and control systems. Auxiliary manufacturing updates required escrow funding. Direct manufacturer contact required consent subject to specified exceptions. The Existing Equipment Agreement prohibited copying and reverse engineering.

462. ZGW failed to fund the \$1,161,600 balance. The equipment agreement provided that, upon the specified nonpayment, the processor order became void and the \$1,742,400 deposit remained credited against future orders. SRF's prior work included designing a bespoke auxiliary-equipment arrangement for ZGW's three processors and facility constraints.

463. By July 2023, Providence Investments Int'l LLC, part of the Providence Energy Ltd. group, held 50% of Providence Energy S.R.L., formerly GSP Eurom Upstream S.R.L.;

Comănescu held the other 50%. That venture pursued crude-oil extraction. Providence's manufacturing demands concerned the same Comănescu business group with which Providence held an energy investment.

464. The Blackard Companies, LLC ("Blackard Companies") entered a Chapter 380 economic development agreement with the City of Sulphur Springs effective May 21, 2024. The agreement concerned approximately 524.9 acres. On information and belief, Blackard personally benefited from the development opportunity advanced through that agreement.

465. On February 27, 2025, Blackard asked Harris to add Texas to ZGW's territory. In May 2025, Sanctus Capital Advisors proposed acquiring Østvik's interests in Ecogensus and related companies, consolidating licensing, replacing management, and focusing the business on licensee manufacturing support. The proposal sought further financial, patent, and customer information.

466. In 2025, SRF supplied ZGW a proprietary process and instrumentation diagram to progress the Approved New Equipment designation process. ZGW disclosed the diagram to M&H Engineering without SRF's consent. M&H's August 27, 2025 correspondence used confidential component designations from that diagram. SRF had supplied those designations to ZGW and had never supplied them to M&H.

467. ZGW used M&H to develop an auxiliary-equipment arrangement for the Croatian installation. In October 2025, M&H discussed control interfaces with Harris, Blackard, Benjamin ("Jed") Rollins, and Titan. SRF required written authorization for use of its system documents and instructed M&H to quarantine materials received from third parties. ZGW thereby obtained use of SRF's design and integration work in its outside procurement effort.

468. Blackard Companies and the City amended their development agreement effective November 12, 2025. During 2025, Blackard Companies used footage of the Ecogensus system in Croatia to promote its Sulphur Springs development. On information and belief, Blackard directed that use to advance his personal development interests. Plaintiffs granted Blackard Companies no right to present their technology as its own.

469. In January 2026, William Allen told Østvik that ZGW's board had agreed to suspend pressure so Providence could pursue acquiring Ecogensus. In March, Mladen Jozinović, directing ZGW Croatia's operations, sought technical assistance and authority to execute conformity documents. He described Croatian operation as a technical and market reference usable in the United States and Europe.

470. On March 18, 2026, SRF gave notices asserting lapse of exclusivity, territory reduction, termination, and equipment return. The notices identified the unpaid processor balance and unauthorized engineering disclosure. Return depended on cessation of the contemplated operations and required purchase by SRF at depreciated value.

471. As of September 3, 2026, ZGW continued promoting the process as its own. Its website identified ZGW as the "pioneering creator of Circulüm" and offered waste infrastructure, financing, operations, and development around that process. Blackard directed ZGW's branding effort and knew that Østvik had refused the requested approval.

472. On information and belief, Providence Energy Corp. used Ecogensus's commercial and technical information in its own investment and manufacturing proposals. Its direct dealings, William Allen's nondisclosure agreement, and Mike Allen's technology evaluation support that allegation. Providence Energy Ltd. separately obtained the manufacturing-information rights for its investment and manufacturing interests.

473. On information and belief, Mike Allen retained and used the confidential information and technical knowledge he personally received to advance his own ZGW investment and manufacturing interests. His individualized memorandum, identified ZGW partnership interest, technology evaluation, and direction of the manufacturing terms support that allegation. Ecogensus authorized the memorandum's disclosure to evaluate an investment in Ecogensus.

474. ZGW obtained the use of plaintiffs' validation in its financing presentations, SRF's engineering work in its outside procurement, and Ecogensus's technology in its asserted proprietary commercial offering. ZGW Croatia retained the installation and its technical reference value for the operations Jozinović directed. Plaintiffs supplied the development, validation, and engineering underlying those benefits.

475. On information and belief, Blackard personally benefited from the use of Ecogensus's demonstrated technology to promote the Sulphur Springs development through Blackard Companies. Blackard used that reference for his personal development interests, as shown by his direction of the branding and Texas efforts and his request for Texas rights. Plaintiffs received no compensation for those separate uses.

476. Through their direct dealings and participating representatives, defendants knew the source of the technology and the limits on their rights. Their separate venture uses, ownership claims, and engineering disclosure deprived the relevant plaintiff of control over and compensation for its contribution. Retaining that value without payment or an effective grant is inequitable.

477. The March 2021 release addressed the original agreements. The February 2023 release addressed the Third Master License Agreement dispute and New York proceeding and

preserved Fourth MLA obligations. The 2025 engineering disclosure, Texas development use, and 2026 proprietary commercial use occurred after those releases.

478. SRF alternatively seeks restitution of the February 2023 concessions upon avoidance of the grants or release for the funding assurances and retraction demands alleged above. On information and belief, Providence had established no funding arrangement independent of permitting when William Allen represented otherwise. ZGW continued fundraising after execution and left the balance unfunded. SRF relied on those assurances in accepting the package and incurred additional carrying and administration expenses.

479. Plaintiffs seek restitution under New York law or, for transactions governed by the Fourth MLA's Delaware clause, Delaware law. Under Rule 8(d), they plead restitution alternatively where the disputed grants are ineffective or inapplicable and the recipient's obligation falls outside an enforceable contractual allocation. Plaintiffs lack an adequate remedy at law for those benefits.

480. Plaintiffs request restitution from each defendant of the value received at the relevant plaintiff's expense, including uncompensated work and uses and recoverable attributable proceeds; restoration of identifiable property or proceeds; an accounting; and prejudgment interest. Recovery shall credit applicable payments, deposits, consideration, expenses, equipment value, and overlapping recoveries under other counts.

COUNT 12
COMPUTER FRAUD AND ABUSE ACT
18 U.S.C. § 1030

The Croatian control system

481. Ecogensus, LLC developed the EGS-5000L processing system and its control architecture. The Croatian system included computerized controls that operated the equipment, collected operating data, and allowed Ecogensus personnel to monitor, repair, and administer the system remotely from the United States.

482. The controller and associated communications equipment performed data-processing and storage functions. The system transmitted operating information between Croatia and the United States in connection with Ecogensus's equipment and technology business.

483. Zero Global Waste, LLC held the license for the Croatian project. Its subsidiary, Zero Global Waste Croatia d.o.o., held the equipment in Croatia. Jeffory Blackard served as chief executive officer of both entities. Mladen Jozinović managed Croatian site operations.

484. In 2020, the ZGW operating personnel cut off Ecogensus's remote connection to the Croatian system. Ecogensus lost access to the controller's monitoring functions and operating data. The connection had enabled Ecogensus personnel to diagnose and address operating problems from the United States.

485. In early 2022, ZGW relocated the equipment to the Novi Marof site without Ecogensus recommissioning it. Ecogensus remained excluded from remote administration of the relocated system.

486. During an August 11, 2022 call, Blackard stated that he had instructed Jozinović to arrange an inspection to determine the cost of manufacturing the equipment.

487. On October 27, 2022, William Allen emailed Frank Harris and Bjørnulf Østvik a term sheet naming Providence Energy Ltd. as the proposed manager of the licensing relationship. He copied John Michael Allen and Providence's general counsel, Mark Nastri, and stated that he had spent hours discussing the proposal with them.

488. The term sheet proposed that ZGW order complete systems directly from Titan Production Equipment or Grup Servicii Petroliere and required Ecogensus to supply the designs, drawings, and information needed for their manufacture. It designated William Allen or another Providence employee or designee as the parties' point of contact.

489. On February 2, 2023, SRF Technology Licensing Europe East, LLC and the ZGW entities executed the Existing Equipment Agreement. Blackard signed for both ZGW entities. The agreement preserved ZGW's custody, permitted operation within the licensed territory, and provided two years of technical support.

490. Section 2.04 required ZGW to refrain from copying, reverse engineering, or reverse compiling the existing equipment or its embodied intellectual property. It also required reasonable measures to preserve secrecy and prevent third parties from undertaking those activities.

491. The Fourth Amended and Restated Master License and Equipment Supply Agreement, executed the same day, granted use and modification rights subject to its terms and applicable documentation. It permitted disclosures necessary for contractual performance to specified recipients and required confidentiality agreements and administrative, technical, and physical safeguards.

492. The February 2, 2023 Mutual Release addressed claims arising from the prior dispute, the prior New York proceeding, and the parties' obligations under the Third Master License Agreement. Section 4.03 preserved obligations arising under, relating to, or connected with the Fourth Master License Agreement. The Existing Equipment Agreement supplemented that agreement and the release.

493. On February 10, 2025, Blackard sent Harris a notice asserting that SRF had failed to perform its obligations concerning ZGW's purchase-order notice. Blackard demanded performance concerning the processor, auxiliary equipment, and control systems, including consent for communications with manufacturers.

494. During a February 19, 2025 call, Blackard stated that ZGW's experts needed additional information to specify the controller. Benjamin "Jed" Rollins stated that designing the control system presented a problem and that ordering the processor and auxiliary equipment together would remove that design problem.

495. In September 2025, MHES possessed Ecogensus's process and instrumentation drawings and used them in engineering work for the proposed equipment. On September 18, Harris notified the participants that the drawings, control sequences, and component specifications were proprietary and subject to confidentiality restrictions. Blackard, John Michael Allen, Rollins, and Jozinović received the correspondence.

496. During the September 24, 2025 engineering call, MHES representative Dave Costello referred to valves and pressure sensors shown on Ecogensus's drawings and discussed arranging auxiliary equipment around the processor. Harris objected to the use of the proprietary drawings. Costello identified Blackard and Rollins as handling the commercial and legal aspects of the transaction. Rollins continued discussing the purchase-order process.

497. On January 12, 2026, William Allen told Harris that he could speak for everyone on his side and asked Harris and Østvik to conduct discussions through him. During the 2026 operating discussions, William Allen acknowledged two transformer failures during attempts to energize the Croatian installation.

498. On March 6, 2026, Jozinović sent Harris a proposed power of attorney concerning conformity certification for the Croatian equipment. On March 11, Jozinović renewed the request and sought technical assistance for commissioning. The March 13 discussion connected the requested signature with bringing the installation into operation.

499. Throughout those engineering and operating discussions, the ZGW entities retained the Croatian equipment and controlled access to it. Ecogensus continued to lack its former remote access to the controller and operating data.

Pacella's accounts, devices, and retained information

500. Matthew R. Pacella entered an employment agreement with VikingPeak Management Company, LLC effective August 1, 2016. His duties included providing legal services to Ecogensus. The agreement identified Ecogensus as a member of the company group entitled to his services and protected information.

501. The companies supplied Pacella with a laptop, access to Microsoft Office 365, and email accounts at the ecogensus.com and vikingpeak.com domains. He used those accounts for company communications. The laptop and the computers hosting the accounts communicated over the internet in the companies' interstate business.

502. In June 2018, Pacella reported damage to the company laptop and purchased a personal replacement. In his August 2, 2020 declaration, he stated that he directed Best Buy

technicians to copy company files and email accounts from the damaged laptop to the replacement. He used the replacement to continue performing company work.

503. By August 27, 2019, Pacella's work for the companies had ended. The companies disabled his access to the corporate email accounts by changing or removing his credentials. Pacella acknowledged that he learned of the cutoff that day or the next.

504. Section 5 of Pacella's employment agreement required him to preserve the confidentiality of company proprietary information after departure. Section 11(p)(i) required delivery of work materials, electronic copies, and company property when he left. Section 11(r) gave each company-group member enforcement rights.

505. In late April 2020, Østvik retained Marcum Technology, LLC for Ecogensus to examine activity on Pacella's former corporate accounts. Marcum identified repeated authentication attempts from a Pittsburgh internet address, including attempts on July 6, 2020. The account records reported rejection for invalid credentials.

506. On May 15, 2020, the companies sent Pacella a demand to cease accessing company systems. Pacella acknowledged receipt. He attributed the authentication attempts to Outlook's automatic use of stored credentials and stated that he cancelled the resulting prompts.

507. On July 30, 2020, Pacella delivered his personal replacement laptop to Bit-x-Bit, LLC for a forensic assessment arranged on counsel's recommendation. He disclosed the copying and the delivery in his declaration filed August 2, 2020.

508. The companies' prior federal action commenced on May 8, 2020. On March 24, 2022, the court dismissed that action for lack of personal jurisdiction. Its opinion also recorded

that the parties had represented at the earlier hearing that the requested temporary restraining order was no longer necessary.

509. Pacella produced documents in the arbitration from April 15 through September 6, 2024. His July 2026 exhibit index identified Ecogensus investment, valuation, private-placement, capitalization, and mediation materials among the documents designated for use at the hearing.

510. On July 23, 2026, the arbitrator denied the application to dismiss the companies' counterclaims and denied their protective-order application. The order stated that the proceedings remained subject to the parties' confidentiality agreement.

511. On July 29, 2026, Pacella testified that he had delivered his computer to a forensic auditor, had never recovered it, and did not know its current location. He acknowledged producing company information retained after his departure. Asked whether he had kept every document then accessible on the computer, he answered: "Yes. I have never scrubbed that computer. True."

Participation in obtaining technical information

512. Providence Energy Ltd. and John Michael Allen pursued the technical and manufacturing rights described in the October 27, 2022 proposal. William Allen transmitted that proposal after discussions with John Michael Allen and Nastri. The proposal sought the information needed for third parties to manufacture complete Ecogensus systems.

513. Blackard directed Jozinović concerning inspection of the Croatian equipment and represented both ZGW entities in the 2023 agreements. Jozinović controlled site operations and sought the 2026 conformity authorization. Rollins participated in the control-design and

engineering discussions. John Michael Allen received the September 2025 correspondence identifying the restrictions on Ecogensus's technical materials.

514. The requested technical information concerned the same processing technology embodied in the Croatian equipment and its computerized controls. The ZGW entities held the equipment while Providence and the individual participants pursued manufacturing arrangements and continued the engineering discussions described above.

Computer injury and requested relief

515. Ecogensus lost the availability of its remote monitoring and administration functions and the operating information transmitted through that connection. That loss prevented Ecogensus from using the connection to monitor and diagnose the Croatian system.

516. Ecogensus incurred costs for Marcum's investigation of the 2020 account activity. The arbitration counterclaim seeks recovery of response and assessment expenses exceeding \$5,000. Ecogensus seeks relief here only for its own response and assessment expenses arising from the former corporate accounts identified above.

517. Ecogensus seeks relief under 18 U.S.C. § 1030(g) for unauthorized access to the Croatian control system and impairment of its computer functions and operating-data availability. The statutory grounds asserted are intentional unauthorized acquisition of computer-held information under § 1030(a)(2)(C), unauthorized computer damage under § 1030(a)(5), and participation in an attempt or agreement to commit those offenses under § 1030(b).

518. Ecogensus asserted its CFAA counterclaim against Pacella in the arbitration. This Count seeks relief only for Ecogensus. Section 11(n) of his employment agreement provides for arbitration of covered disputes in New York City. Section 11(o) permits judicial interim relief

concerning obligations under Sections 5, 6, and 7 to preserve the status quo or prevent irreparable injury before final resolution in arbitration.

519. Ecogensus requests preservation of the Croatian controller, configuration files, programs, operating records, connection logs, and engineering-device records; a documented inspection of the system; and restoration of its authorized computer and data access under a technical protocol that preserves the existing configuration and permits safe execution.

520. Ecogensus requests preservation and identification of Pacella's company laptop, personal replacement laptop, forensic images, exports, and repositories containing company information. It seeks a sworn account of custody, transfers, access, and disclosure, together with a controlled forensic examination of the relevant materials.

521. The requested examination shall preserve evidentiary copies and separate personal information and disputed privileged material before disclosure. Ecogensus seeks restrictions on unauthorized dissemination of identified confidential information, subject to lawful disclosures and uses authorized by the governing confidentiality agreement or by court or arbitral order.

522. Ecogensus seeks compensatory economic damages for its own injury caused by a violation of 18 U.S.C. § 1030, the equitable relief stated above, and such further relief as the Court may grant.

COUNT 13

**STATE-LAW MISAPPROPRIATION OF TRADE SECRETS
AND UNFAIR COMPETITION**

523. Plaintiffs Ecogensus, LLC ("Ecogensus") and SRF Technology Licensing Europe East, LLC ("SRF") assert this Count against Providence Energy Corp., Michael "Mike" Allen, William "Will" Allen, Zero Global Waste, LLC ("ZGW"), Zero Global Waste Croatia d.o.o. ("ZGW Croatia"), Jeffery D. Blackard, Benjamin "Jed" Rollins, and Mladen Jozinović.

524. Ecogensus developed and lawfully possesses confidential engineering information for its EGS-5000L waste-processing system. SRF holds the licensing and supply rights exercised under the February 2, 2023 Fourth Amended and Restated Master License and Equipment Supply Agreement ("Fourth MLA"). Ecogensus owns the underlying technology and intellectual property; the Fourth MLA identifies SRF as owner as between SRF and ZGW for purposes of that agreement. Both companies maintain their principal operations in Connecticut.

525. The information includes the nonpublic configuration of motorized valves and pressure sensors associated with the processor's airlock and transition stub; the arrangement for controlling vessel vacuum, venting, and repressurization; and the integration of those functions with the processor controller and auxiliary equipment. Ecogensus recorded these relationships in its detailed process and instrumentation drawings ("P&IDs") and component specifications.

526. Ecogensus developed these integrated configurations through engineering and testing. Their selection and arrangement enable equipment design and control integration without repeating that work. The detailed configurations remain nonpublic and supply commercial value beyond the general process descriptions in Ecogensus's patents and marketing materials.

527. Plaintiffs restricted distribution of technical drawings, used confidentiality agreements and proprietary markings, controlled access to manufacturing facilities and control systems, and limited technical disclosures to authorized purposes. Their licenses reserved manufacturing rights and required recipients to protect confidential information. These measures preserved the secrecy and value of the information identified above.

528. The defendants' access arose through the licensing relationship and company insiders. On December 17, 2016, Ecogensus's then-general counsel, Matthew Pacella, sent Rick Santorum copies of Ecogensus's August 19, 2016 private placement memorandum for Blackard, Mike Allen, and Mark Green. The memorandum contained confidential financial and ownership information. Pacella required signed nondisclosure agreements before forwarding it.

529. In August 2017, Ecogensus chief executive Bjørnulf Østvik learned that ZGW representative Christopher Duzich possessed the memorandum. On August 21, Pacella identified the December transmission to Blackard through Santorum as its source. Plaintiffs later entrusted ZGW and ZGW Croatia with equipment and technical access under restricted licenses.

530. On April 28, 2022, Blackard informed Mike Allen and Will Allen that ZGW was pursuing manufacturing with Gabriel Comănescu's company, Grup Servicii Petroliere ("GSP"), and the Romanian government. On June 17, 2022, Will Allen signed a mutual nondisclosure agreement with Ecogensus as vice president of Providence Energy Corp.; Ecogensus signed on June 20.

531. During August and September 2022, ZGW retained Image Custom Engineering Solutions to review P&IDs and support the Croatian project. Rollins served as client project manager. The firm's September 12 invoice records review of site drawings, requests for detailed

dimensions of existing equipment, consultation with ZGW's lawyers, and review of Ecogensus's auxiliary-system proposal.

532. On October 27, 2022, Will Allen sent Plaintiffs' technical representative Frank Harris and Østvik a manufacturing proposal prepared with Mike Allen and Mark Nastri. It sought delivery to GSP and Titan Production Equipment, LLC ("Titan"), of the designs, drawings, and information needed to manufacture complete systems. It designated Providence Energy Ltd., Will Allen, or another Providence designee to control the licensing relationship's communications and acknowledged that the manufacturing information was proprietary.

533. On February 2, 2023, SRF and ZGW executed the Fourth MLA and related agreements. Blackard executed the Existing Equipment Agreement for ZGW and ZGW Croatia. Section 2.01(b) of the Fourth MLA required SRF's prior written consent for manufacture of the technology or systems by ZGW or its designees.

534. Section 2.05(b) provided specifications for third-party facility-equipment design and provisional P&IDs, general arrangement drawings, and utility documents for ZGW's engineering adviser. Section 2.05(f) provided for manufacturing quotations through SRF. Section 2.05(l) permitted third-party facility equipment and required ZGW to purchase processor control systems from SRF or its affiliate.

535. Article VI limited disclosure to recipients whose access was necessary to perform the Fourth MLA, required protective confidentiality agreements, and imposed safeguards against unauthorized access and disclosure. Section 2.04 of the Existing Equipment Agreement prohibited copying and reverse engineering of the existing equipment and its embodied intellectual property and required ZGW to prevent such acts by third parties.

536. Section 2.05 of the Previously Ordered and Auxiliary Equipment Agreement designated Providence Energy Ltd., care of Will Allen, to receive manufacturing updates and photographs after ZGW funded the ordered-processors balance. ZGW did not fund that balance.

537. On March 24, 2023, Rollins received a ZGW communication captioned "P&ID review." In September 2025, ZGW used M&H Engineering Services ("M&H") to develop equipment requirements from Ecogensus drawings. Blackard and Rollins directed the commercial aspects of that engagement.

538. On September 12, 2025, Blackard sent a purchase-order notice for a standard processor. He stated that M&H and Image Custom Engineering Solutions had certified its completeness. The notice sought review and approval rights over the processor control system's hardware and software selection.

539. On September 18, 2025, M&H president Dave Costello wrote that utilities appeared on Ecogensus's drawings and that the drawings showed motorized valves associated with the airlock and transition stub. He used those components to explain M&H's proposed processor-control requirements. Blackard, Rollins, Mike Allen, Santorum, Titan's chief executive, and ZGW's counsel received the correspondence.

540. Harris responded that day that detailed P&IDs, control sequences, and component specifications were proprietary and restricted to authorized parties under nondisclosure agreements. He sent that objection to the same distribution. Mike Allen thereby received both M&H's description of its drawing use and Plaintiffs' express notice of the restrictions.

541. On September 22, 2025, M&H issued document 25MH115-PR3001, Revision A, titled "SRF Technology Processor Module Requirements," for its "Aux Module Design" project.

R. Perego originated the document, and Costello approved it. It addressed processor-control requirements, cooling arrangements, and control relationships between the processor and auxiliary equipment.

542. During a September 24, 2025 technical call, Costello referred to components on Ecogensus's P&ID, including motorized valves and pressure sensors, while developing M&H's equipment configuration. Harris objected to use of Ecogensus's proprietary design for M&H's own competing design. Costello acknowledged possession of the drawings and stated that M&H had executed an NDA.

543. Blackard participated in and directed the call. Rollins continued to advance the engineering transaction after Harris's objection, invoking the purchase-order timetable and the contractual standard for required information. Costello identified Blackard and Rollins as responsible for the transaction's commercial and legal matters.

544. Also on September 24, Jozinović, acting as director of ZGW Croatia, requested all steps for the electrical system's master and slave cabinets. He identified Schneider Croatia and Deling as intended participants in work involving the variable-frequency drives. His request sought additional controller information for the third-party integration work.

545. On October 3, 2025, Costello described three modulating valves attached to the Ecogensus skid that would regulate vacuum, venting, and repressurization of the main vessel through the SRF controller. On October 10, Blackard announced that M&H, Titan, and European partners would participate in recommissioning the existing system.

546. On October 24, Costello denied receiving proprietary information or performing design work. His September correspondence and October 3 description identified the drawings he had consulted and the processor-control functions used in M&H's work.

547. On information and belief, ZGW, through Blackard and Rollins, furnished or made available Ecogensus's detailed P&IDs to M&H for the replacement-equipment project.

548. M&H used the nonpublic processor configurations to develop its own equipment design for ZGW. Plaintiffs authorized specified engineering advice, interface work, and manufacturing quotations. They withheld consent to copying their protected processor design or using it to reproduce the reserved technology. Harris expressly identified that limit during the September 24 call, and the engineering work continued.

549. On January 12, 2026, Will Allen resumed direct discussions with Harris and stated that he could speak for everyone on his side. He subsequently acknowledged to Østvik that ZGW's board had agreed to suspend pressure on Plaintiffs while he pursued a Providence acquisition of Ecogensus.

550. On information and belief, Mike Allen and Will Allen agreed with Blackard and Rollins to obtain and use Plaintiffs' protected engineering information for independent manufacturing. They pursued that objective through the joint manufacturing-package demand, Providence Ltd.'s negotiated oversight role, and their coordination of the subsequent program. Mike Allen received the specific drawing-use disclosures and confidentiality objections while that program proceeded.

551. Providence Energy Corp. participated through Will Allen's procurement of confidential access under its NDA and his subsequent coordination of the manufacturing

demand. Providence Energy Ltd. participated through Will Allen and Nastri in seeking the manufacturing package and establishing its oversight role. On information and belief, those representatives acted with each entity's authority and for its commercial benefit in the program described above.

552. Blackard and Rollins acted for ZGW in directing and advancing the engineering engagement. Jozinović acted for ZGW Croatia in coordinating local integration and seeking additional control-cabinet information. On information and belief, each knowingly participated in the agreed acquisition and use of Plaintiffs' protected manufacturing knowledge.

553. Plaintiffs learned of the 2022 engineering activity and examined ZGW's records in the September 28, 2022 audit. M&H's September and October 2025 communications disclosed its specific drawing use, requirements document, and valve-control design. This Count seeks relief for that later engineering appropriation and its continuation. The February 2, 2023 release expressly preserved obligations arising under or relating to the Fourth MLA.

554. New York law governs the claims arising under the Existing Equipment Agreement's secrecy and anti-copying obligations pursuant to section 3.05. Plaintiffs assert New York common-law trade-secret misappropriation and unfair competition for the knowing use of the identified confidential information in breach of the duties governing entrusted access. Defendants used that access to appropriate Plaintiffs' engineering work and manufacturing advantage.

555. For the procurement and engineering conduct directed from Texas, Plaintiffs alternatively assert the Texas Uniform Trade Secrets Act, Tex. Civ. Prac. & Rem. Code §§ 134A.001–134A.008. For misappropriation governed by the location of Plaintiffs' Connecticut operations, protected information, and injury, Plaintiffs alternatively assert the Connecticut

Uniform Trade Secrets Act, Conn. Gen. Stat. §§ 35-50–35-58. Defendants knew the information was confidential, knew its source imposed secrecy and use restrictions, and procured or used it without Plaintiffs' consent for the independent manufacturing program.

556. The Court has supplemental jurisdiction under 28 U.S.C. § 1367 because this Count concerns the same technical information, transactions, participants, and injury underlying Plaintiffs' federal trade-secret claims. ZGW and ZGW Croatia consented to this Court's jurisdiction in the Existing Equipment Agreement. The Fourth MLA separately permits SRF to seek equitable relief in this Court during mediation.

557. The appropriation impaired Ecogensus's commercial control and the value of its confidential engineering information. It impaired SRF's ability to earn licensing and supply revenue from that information by enabling engineering and manufacturing outside the authorized supply arrangement. Each Plaintiff seeks compensation for its own loss, with a single recovery for each injury across overlapping counts.

558. On information and belief, the project participants retain the drawings and derivative engineering files for the continuing equipment program. The continued design work after notice, the announced use of additional contractors, and Jozinović's further control-information requests threaten additional disclosure and loss of secrecy that monetary damages would not repair.

559. Plaintiffs request judgment awarding compensatory damages for their respective losses, prejudgment and postjudgment interest, and costs. Under the applicable statutory alternative, Plaintiffs also request nonduplicative unjust enrichment or a reasonable royalty, statutory exemplary or punitive damages for willful and malicious misappropriation, and reasonable attorneys' fees.

560. Plaintiffs further request an injunction prohibiting unauthorized use or disclosure of the identified confidential processor configurations and engineering information, including their use for independent reproduction or manufacture; requiring an accounting of copies, derivative files, and recipients; and requiring preservation followed by return or secure segregation of those materials under a Court-approved protocol.

JURY DEMAND

Plaintiffs Ecogensus, LLC and SRF Technology Licensing Europe East, LLC demand a trial by jury on all issues so triable, pursuant to Federal Rule of Civil Procedure 38(b).

Dated: September 3, 2026
New York, New York

Respectfully submitted,

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