

**IN THE COURT OF COMMON PLEAS
LICKING COUNTY, OHIO**

TREBEL, LLC
875 N. High Street, Suite 300
Columbus, Ohio 43215

Plaintiff,

v.

ETNA TOWNSHIP, OHIO
C/O Etna Township Trustees
81 Liberty St.,
Etna, Ohio 43018

and

MARK EVANS, Etna Township Trustee
and individually
91 Olde North Church Rd. SW,
Etna, Ohio 31147

Defendants.

:
:
: Case No. 2025-CV-01750
:
:
: Branstool, David
: JUDGE _____

:
: **JURY DEMAND ENDORSED**
: **HEREON**

VERIFIED COMPLAINT FOR INJUNCTIVE AND MONETARY RELIEF

Plaintiff Trebel, LLC (“Trebel”), for its Verified Complaint against Defendants Etna Township (“Defendant Township”) and Mark Evans (“Defendant Evans”) (collectively, referred to as “Defendants”), states as follows:

NATURE OF THE ALLEGATIONS

1. Trebel is Defendant Township’s exclusive energy consultant and agent and is responsible for managing Defendant Township’s governmental aggregation programs for electricity and natural gas (“Aggregation Programs”) established pursuant to R.C. 4928.20 and 4929.26 at no cost to Defendant Township. Trebel has served in this capacity since 2014, but beginning in 2022, Defendant Township and Defendant Evans have engaged in actions that defame

Trebel, irreparably harm Trebel's reputation, and interfere with its business and contractual relationships, and misappropriate Trebel's trade secrets in violation of Ohio law. If Defendants are not immediately enjoined from engaging in their defamatory and wrongful scheme, Trebel will continue to suffer irreparable harm to its business, reputation, and goodwill throughout the state of Ohio.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to R.C. 2305.01, *et seq.*

3. Venue is proper in this Court pursuant to Ohio Rule of Civil Procedure 3(B)(1)-(6) inasmuch as the claims for relief occurred and are continuing to occur in Licking County, Ohio, the irreparable harm and claims arose in this judicial district as a result of the Defendants' actions and/or omissions, Defendant Township maintains its principal office in Licking County, Ohio, and upon information and belief, Defendant Evans resides in Licking County, Ohio.

PARTIES

4. Plaintiff Trebel is a limited liability company with its principal place of business in Columbus, Ohio. Trebel is certified to provide competitive retail electric Aggregator and Power Broker services within the state of Ohio, Certificate Number 14-867E and is certified to provide competitive retail natural gas Retail Natural Gas Aggregator and Retail Natural Gas Broker services within the state of Ohio, Certificate Number 12-267G.

5. Defendant Township is a township organized under the laws of the state of Ohio pursuant to R.C. § 503.01 *et seq.* and § 505.01 *et seq.* located in the southwest corner of Licking County, Ohio with offices located in Etna, Ohio and is responsible for governance and administrative functions within its jurisdiction.

6. With the assistance of Trebel, Defendant Township became certified to provide competitive retail electric services in the state of Ohio as a Governmental Aggregator, Certificate Number 15-957E. With the assistance of Trebel, Defendant Township also became certified to provide competitive natural gas services in the state of Ohio as a Governmental Aggregator, Certificate Number 15-423G.

7. Defendant Township maintains an official government website on the internet with the web address: <https://etnatownship.com>.

8. Defendant Evans is an individual being sued in his individual capacity and official capacity as a Trustee of Etna Township, Licking County, Ohio. Upon information and belief, Defendant Evans is a resident of Etna Township who currently resides at 91 Olde North Church Rd. SW, Etna, Ohio. Defendant Evans maintains two Facebook accounts, one Facebook account titled “Mark Evans – Etna Township Trustee” and a second personal Facebook account titled “Mark Evans.” Defendant Evans also maintains a YouTube site: “Etna Township Residents @etnatownshipresidents6864.”

FACTUAL ALLEGATIONS

9. Governmental aggregation is a process that allows a municipal corporation, township, or county to combine the retail electric or natural gas loads of eligible customers within its jurisdiction, specifically those who have not selected an alternative supplier and are currently receiving supply service through the distribution utility’s default supply (also known as the Standard Service Offer or SSO). The local government may, through governmental aggregation, purchase electricity or natural gas on behalf of these eligible customers in order to secure more favorable rates or terms. This authority is granted under R.C. 4928.20 for electric aggregation and R.C. 4929.26 for natural gas aggregation.

10. On October 3, 2014, Trebel and Defendant Township executed an Energy Consulting and Management Agreement (“2014 EMA”), which contained confidentiality, proprietary, and exclusivity provisions, appointing Trebel as Defendant Township’s exclusive energy consultant and agent for a term beginning upon contract execution and ending in May 2023.

11. Pursuant to the 2014 EMA, Defendant Township appointed Trebel as the Township’s exclusive energy consultant and agent, and Trebel retained exclusive rights to perform energy-related services as described in the EMA.

12. Section 3 of the 2014 EMA provided that these energy-related services include Trebel acting as the Township’s agent for electric and natural gas rate analysis, aggregation formation and operation, and electric and natural gas supply procurement.

13. Section 3 of the 2014 EMA provided that Trebel has the exclusive right to assist the Township in creating, conducting, implementing, and managing governmental aggregation programs to aggregate the Township’s energy accounts and those of its residents if such program is selected as the best means to satisfy the Township’s needs.

14. Defendant Township agreed in Section 3 of the 2014 EMA to work cooperatively, timely share and information, and exclusively with Trebel.

15. Section 11 of the 2014 EMA stated that the EMA and other information deemed to be proprietary by a party at the time of disclosure shall be held in strict confidence and shall not be disclosed to any third party or the public or be used for any purpose except in connection with the EMA unless required to be disclosed by applicable federal, state, and local laws.

16. Section 11 of the 2014 EMA prohibited the automatic disclosure or release of any party’s proprietary information.

17. Section 11 of the 2014 EMA also stated that Defendant Township "acknowledge[d] that all methodologies, concepts, techniques, ideas, formulae, plans, and processes (collectively, "Proprietary Tools") are proprietary to Trebel."

18. Section 11 of the 2014 EMA also provided that Defendant Township agreed that "[a]ll intellectual property rights in the Proprietary Tools shall remain exclusively with Trebel."

19. As the exclusive energy consultant, pursuant to the 2014 EMA, Trebel assisted Defendant Township in creating, conducting, implementing, and managing governmental aggregation programs.

20. On November 4, 2014, a majority of voters authorized Defendant Township at the November 4, 2014 election to create government electric and natural gas aggregations known as "opt-out" aggregations (the Aggregation Programs) within the unincorporated area of Etna Township, as provided under R.C. 4928.20 and 4929.26.

21. The purpose of the Aggregation Programs is to represent local consumer interests in emerging competitive electricity markets by combining multiple electric and natural gas loads within the unincorporated area of Defendant Township and negotiating affordable, reliable electric supplies and other related services on behalf of local consumers.

22. The Aggregation Programs are designed to combine multiple electric and natural gas loads in order to obtain the best electric and natural gas generation rates available for those who participate in the Aggregation Programs, and to gain other favorable economic and non-economic terms in supply agreements.

23. Pursuant to R.C. 4928.20(C) and R.C. 4929.26(C), Trebel developed plans of operation and governance for the Aggregation Programs on behalf of Defendant Township that

comply with the requirements of R.C. 4928.20(C), R.C. 4929.26(C), Ohio Admin. Code 4901:1-21-16 and 4901:1-28-03.

24. On January 17, 2015, Defendant Township adopted the Etna Township Electric Aggregation Program Operation and Governance Plan and the Etna Township Natural Gas Aggregation Program Operation and Governance Plan created by Trebel.

25. On February 26, 2015, Trebel filed applications on behalf of Defendant Township for certification of Defendant Township as an electric and natural gas governmental aggregator. *See* Public Utilities Commission of Ohio (PUCO) Case Nos. 15-0428-EL-GAG and 15-0429-GA-GAG.

26. The PUCO granted Defendant Township's applications for certification as an electric and natural gas governmental aggregator, effective March 28, 2025, and certified Defendant Township to provide competitive retail electric and natural gas Governmental Aggregator services within the state of Ohio. The certification of competitive retail electric service providers is governed by Chapters 4901:1-24 and 4901:1-21 of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code. The certification of competitive retail natural gas service providers is governed by Chapters 4901:1-27, 4901:1-28, and 4901:1-29 of the Ohio Administrative Code, and Section 4929.20 of the Ohio Revised Code.

27. Absent participation in the Aggregation Programs, the Township residents would otherwise receive their electric and natural gas supply service through the utility's default supply or another supplier.

28. From March 28, 2015 to May 2025, Trebel implemented and managed the Aggregation Programs at its expense, including filing all required PUCO filings and maintaining the day-to-day operations of the Aggregation Programs. During this time, the electric portion of

the Aggregation Programs delivered approximately \$4 million in combined savings to Defendant Township's residents participating in the Aggregation Programs compared to the utility's default supply.

29. On November 2, 2021, Defendant Evans was elected as Etna Township Trustee to serve on the Defendant Township Board of Trustees. Upon information and belief, Defendant Evans' current term in office began on January 1, 2022 and expires December 31, 2025.

30. Upon information and belief, since at least January 1, 2022, Defendant Evans has regularly recorded and posted Defendant Township Board of Trustees meetings on the YouTube Channel, "Etna Township Residents @etnatownshipresidents6864."

31. Upon information and belief, since at least January 1, 2022, Defendant Evans has regularly posted information regarding Defendant Township's operations on the Facebook Page, "Mark Evans – Etna Township Trustee."

32. Upon information and belief, at all relevant times, Defendant Evans engaged in acts and omissions that were manifestly outside the scope of his employment and/or official responsibilities, including but not limited to intentionally disclosing confidential and proprietary information, making knowingly false and defamatory statements concerning Trebel, and interfering with Trebel's business relationships for personal or retaliatory purposes. These actions were undertaken with malicious purpose, in bad faith, and/or in a wanton and reckless manner, as they were carried out with full knowledge that they were unlawful, unauthorized, and likely to cause harm to the Trebel. Defendant Evans's conduct was not in furtherance of any legitimate governmental interest or duty and instead reflected a personal animus and deliberate indifference to Trebel's rights.

33. In 2022, in anticipation of the need for new and/or renewed electric and natural gas supply agreements, Trebel monitored the markets and drafted and delivered a confidential draft of a proposed 2023 Energy Consulting and Management Agreement (“Proposed 2023 EMA”) to Defendant Township for consideration, which included confidentiality, proprietary, and exclusivity provisions, anticipating that the Proposed 2023 EMA would be executed when new electric and natural gas supply contracts were executed.

34. On or about July 19, 2022, Trebel presented the Aggregation Programs’ savings to the Defendant Township Board of Trustees. During this public meeting, Trebel introduced its new program administrator, Mr. Larry Taylor.

35. During the July 19, 2022 Defendant Township Board of Trustees public meeting, Defendant Evans requested a copy of the confidential draft of the Proposed 2023 EMA from Trebel.

36. On or before August 1, 2022, Trebel provided a copy of the confidential draft of the Proposed 2023 EMA to Defendant Evans.

37. On August 1, 2022, Defendant Evans emailed the confidential draft of the Proposed 2023 EMA provided by Trebel to a direct competitor of Trebel and stated “I would like you to come to answer questions after the Treble (sic) presentation. I will introduce you at that time and you can discuss aggregation and your company as a comparison.” Defendant Evans also stated “If you cannot make it to the meeting, I am going to try and table to (sic) matter so that Treble (sic) contract is not voted on.”

38. While Trebel and Defendant Township were discussing the confidential draft of the Proposed 2023 EMA, the 2014 EMA was still in effect and governed the conduct of the parties.

39. On August 1, 2022, Defendant Township requested a copy of the 2014 EMA executed by Defendant Township and Trebel during the Defendant Township Board of Trustees Meeting, which as set forth above contained confidentiality, proprietary, and exclusivity provisions.

40. On August 2, 2022, Trebel provided a copy of the 2014 EMA to Defendant Evans in his capacity as Trustee for Defendant Township, which contained confidential and proprietary terms and conditions.

41. On August 2, 2022, Defendant Evans emailed the 2014 EMA provided by Trebel to a direct competitor of Trebel, without redacting the confidential and proprietary terms and conditions.

42. On August 2, 2022, Defendant Evans emailed Mr. Burkholder the 2014 EMA provided by Trebel, without redacting the confidential and proprietary terms and conditions. At that time, Mr. Burkholder was a private citizen and prospective trustee and was not authorized to receive Trebel's confidential and proprietary information.

43. On August 2, 2022, Trebel presented to the Defendant Township Board of Trustees about the Township's Aggregation Programs' savings. Upon information and belief, at this meeting, Defendant Evans asked Trebel to disclose the company's consulting fees in the open public meeting. Trebel representatives declined to provide this information in the open public meeting because Trebel's consulting fees are confidential and proprietary trade secrets.

44. Upon information and belief, after Trebel declined to disclose its confidential and proprietary trade secrets at the August 2, 2022 Defendant Township Board of Trustees public meeting, in response, Defendant Evans immediately went ahead and disclosed the amount of Trebel's confidential consulting fees in open public meeting.

45. Defendant Evans knew he was not allowed to make this disclosure or reach out to competitors or other aggregation programs, as evidenced in the August 2, 2022 Township Trustee Meeting Minutes, which state that “Defendant Evans *requested* Trebel waive the requirement that the Trustees are not permitted to reach out to other programs.”

46. On October 4, 2022, Licking County Commissioner Tim Bubb, a County Commissioner’s Association of Ohio Representative, and a representative of a direct competitor to Trebel were invited to speak about competing services and governmental aggregation programs at the Defendant Township Board of Trustees public meeting. During this public meeting, Defendant Evans again disclosed the amount of Trebel’s confidential consulting fees in the public meeting.

47. Following the October 4, 2022 Defendant Township Board of Trustees public meeting, Defendant Evans posted a video of the public meeting to his official Township Trustee Facebook account and the YouTube channel “Etna Township Residents” and falsely claimed in the Facebook post accompanying the video that “Mr. Tim Bubb (Speaker advised we seek other aggregators. Spoke against 5 year contract proposal of current aggregator.)”

48. On October 5, 2022, Defendant Evans emailed the confidential 2014 EMA and the confidential draft of the Proposed 2023 EMA to Licking County Commissioner Tim Bubb and the same representative of the County Commissioner’s Association of Ohio, without redacting the confidential and proprietary terms and conditions.

49. On October, 6, 2022, Trebel emailed Defendant Evans reminding him that Trebel’s draft Proposed 2023 EMA and the 2014 EMA are confidential documents and contain confidential and proprietary information that must not be shared with third parties pursuant to the contractual mandates and Ohio law.

50. On November 1, 2022, Trebel presented to the Defendant Township Board of

Trustees public meeting and advised Defendant Township that market conditions were such that Defendant Township should consider new electric and natural gas supply agreements.

51. On February 21, 2023, Trebel presented to the Defendant Township Board of Trustees its confidential draft of the Proposed 2023 EMA, Letter of Authorization, and electric and natural gas supply agreements that the parties had been discussing since 2022 for Defendant Township's consideration, without disclosing the confidential and proprietary terms and conditions. At this public meeting, Defendant Evans not only attempted to disclose Trebel's confidential and proprietary fees, but misrepresented the amount of Trebel's fees as compared to other governmental aggregation brokers and misrepresented Trebel's business practices. Defendant Evans also moved to invite other aggregators to present to Defendant Township, but that motion died for lack of a second.

52. Following the February 21, 2023 Defendant Township Board of Trustees public meeting, Defendant Evans posted a video of the public meeting to his official Township Trustee Facebook account and the YouTube channel "Etna Township Residents" and falsely claimed in the Facebook post accompanying the video that communications between Trustee McKee and Trebel had been kept from him and that the proposed contracts were the result of impropriety.

53. On March 6, 2023, Trebel sent a cease and desist letter to Defendant Evans asking Defendant Evans to immediately cease and desist any additional disclosures of the confidential 2014 EMA and confidential draft of the Proposed 2023 EMA and interference with the existing 2014 EMA.

54. On March 7, 2023, prior to the Defendant Township Board of Trustees public meeting, Defendant Evans posted on his official Township Trustee Facebook account a post

disparaging the confidential draft of the Proposed 2023 EMA with Trebel and claiming “This is malfeasance that will cost the residents.”

55. Upon information and belief, Defendant Evans invited two direct competitors of Trebel to attend the March 7, 2023 Defendant Township Board of Trustees public meeting to present on their services. During discussion of Trebel’s confidential draft of the Proposed 2023 EMA, Letter of Authorization, and electric and natural gas supply agreements, Defendant Evans made several false statements regarding Trebel, including but not limited to, the false claim that he had to file a complaint in court to seek production of documents from Trebel. Defendant Evans further disparaged Trebel during this public meeting claiming that the Proposed 2023 EMA, Letter of Authorization, and electric and natural gas supply agreements to be voted on that evening were the product of corruption stating “this is what Larry Householder and FirstEnergy were involved in, corruption.”

56. On March 7, 2023, the Defendant Township Board of Trustees voted to approve the Proposed 2023 EMA, Letter of Authorization, and electric and natural gas supply agreements presented to the Defendant Township by Trebel (“2023 EMA”).

57. On March 9, 2023, the 2023 EMA, Letter of Authorization, and electric and natural gas supply agreements were executed by Defendant Township.

58. The term of the confidential 2023 EMA began on March 9, 2023 and extends at least through August 7, 2026, and also contains confidentiality, proprietary, and exclusivity provisions.

59. Pursuant to the 2023 EMA, and over the objections of Defendant Evans, Defendant Township appointed Trebel as the Township’s exclusive energy consultant and agent, and Trebel retains exclusive rights to perform energy-related services as described in the EMA.

60. Generally speaking, Section 3 of the 2023 EMA provides that these energy-related services include Trebel acting as the Township’s exclusive agent for electric and natural gas rate analysis, aggregation formation and operation, and electric and natural gas supply procurement, providing that Trebel has the exclusive right to assist the Township in creating, conducting, implementing, and managing governmental aggregation programs to aggregate the government entity’s energy accounts and those of its citizens if such program is selected as the best means to satisfy the client’s needs.

61. Defendant Township also agreed to work cooperatively and exclusively with Trebel and timely provide information requested by Trebel.

62. Section 4 of the 2023 EMA grants Trebel limited agency authority to act on behalf of Defendant Township to act as Power of Attorney and complete necessary regulatory filings.

63. Section 11 of the 2023 EMA states that the EMA and other information deemed to be proprietary by a party at the time of disclosure shall be held in strict confidence and shall not be disclosed to any third party or the public or be used for any purpose except in connection with the EMA unless required to be disclosed by applicable federal, state, and local laws, and prohibits the automatic disclosure or release of any party’s proprietary information.

64. Section 11 of the 2023 EMA also states that Defendant Township “acknowledges that all methodologies, concepts, techniques, ideas, formulae, plans, and processes (collectively known as “Proprietary Tools”) are proprietary to Trebel,” and that “[a]ll intellectual property rights in the Proprietary Tools shall remain exclusively with Trebel.”

65. On April 17, 2023, Defendant Evans posted to his official Township Trustee Facebook page instructions regarding how to opt-out of the Aggregation Programs. In this post,

Defendant Evans also falsely stated "...you are paying the price in increased rates or your time to choose your own supplier."

66. Defendant Evans was aware that the Aggregation Programs were saving residents money compared to the utility's default supply and knew his April 17, 2023 statement was false or he made the statement with reckless or negligent disregard to whether the statement was true.

67. On June 1, 2023, Defendant Evans posted to his official Township Trustee Facebook page again encouraging residents to opt-out of the Aggregation Programs and falsely stated that "Mrs. McKee and Mr. Johnson cost residents more in gas and electric by choosing a higher priced aggregator who still refuses to disclose the fees they have charged."

68. When Defendant Evans made this statement on June 1, 2023, he was either aware that the statement was false or he made the statement with reckless or negligent disregard to whether the statement was true.

69. On February 14, 2024, Defendant Evans posted to his official Township Trustee Facebook page a link to <https://www.energychoice.ohio.gov> and reminded residents that they can go to the Ohio Apples to Apples electric and gas rate site to view supplier option and stated "it's again unfortunate the prior board didn't select the lower rate aggregator but at least individual residents have an option."

70. When Defendant Evans made this statement on February 14, 2024, he was either aware that the statement was false or he made the statement with reckless or negligent disregard to whether the statement was true.

71. On January 2, 2024, Defendant Township passed a Resolution (Resolution 24-01-02-04) authorizing Mark Evans, the Licking County Prosecutor, or any Township legal counsel to inspect and audit "any and all documents relating to all matters covered by this Agreement." This

Resolution 24-01-02-04 presumably referred to the 2023 EMA when the resolution referred to this Agreement.

72. Defendant Township requested to inspect and/or audit documents and records regarding the Aggregation Programs managed by Trebel since 2014 via email on January 3, 2024 and followed the email with a letter on January 5, 2024. Defendant Township later clarified that it expected a response to this request by 5:00 p.m. on January 11, 2024, including a proposed date for when the documents would be available for in-person inspection.

73. On January 10, 2024, Trebel responded to Defendant Township's request and agreed to make available for inspection and/or audit non-privileged documents identified in Defendant Township's January 3, 2024 email that are in Trebel's possession and that do not constitute Trebel's Proprietary Tools (e.g., Trebel's proprietary supplier portal) or that are not otherwise excluded from disclosure under the 2023 EMA. Trebel provided that the non-privileged documents would be ready for inspection at its offices on January 17, 2024 at 10:00 am located at 875 N. High Street, Suite 300, Columbus, Ohio 43215 and requested that Defendant Township let Trebel know if this date and time is satisfactory.

74. On January 16, 2024, Defendant Evans notified Trebel that he would not be inspecting records on January 17, 2024 and that Township attorneys would be in contact regarding the inspection of records.

75. To date, neither Defendant Evans nor any other Defendant Township official has appeared to inspect or made arrangements to inspect the documents.

76. From January 2024 to present, Trebel has made consistent efforts to work cooperatively with Defendant Township and fulfill its contractual responsibilities. This has included providing access to the Aggregation Programs' records, requesting opportunities to

present the programs' performance to the Defendant Township Board of Trustees, and submitting proposed pricing renewal periods for electric and natural gas supply for the Aggregation Programs covering May 2025 through May 2026, along with options for other program terms and products.

77. Trebel encouraged Defendant Township to participate in an ongoing dialogue to ensure a competitive renewal of the energy supply for Aggregation Programs before the programs' expirations.

78. Between March 20, 2024 and February 11, 2025, Trebel attempted to meet with Defendant Township to familiarize Defendant Township's leaders with the Aggregation Programs, share Trebel's savings analysis for the Aggregation Programs, and discuss electric and natural gas supply renewals.

79. Trebel sent no less than 23 emails to Defendant Township requesting time to meet with Trustees and the Township Administrator and provided responsive information to the Township at its requests, including copies of the confidential 2023 EMA.

80. On April 3, 2024, at a special public meeting of the Defendant Township Board of Trustees, Defendant Evans moved to approve entering into a supply agreement for gas and electric service with Dynegy and Symmetry through broker Aspen Energy as presented for an 18-month term. The Motion unanimously carried. During this public meeting, Defendant Evans stated "Like any resident, Etna can select a different supplier, electricity is 16% higher than market and gas is 20% higher than market" and mentioned that residents can go to the Ohio Apples to Apples website to find alternative suppliers. When Defendant Evans made these statements, he was either aware that the statements were false or he made the statements with reckless or negligent disregard to whether the statements were true. This action removed Defendant Township owned buildings and streetlights from the Aggregation Programs in violation of the EMA.

81. Aware that the existing natural gas and electric supply agreements for the Aggregation Programs were set to expire in April and May 2025, respectively, unless extended or replaced, Trebel continued to monitor energy market conditions on Defendant Township's behalf at its expense. During this time, Trebel repeatedly requested opportunities to speak at the Defendant Township Board of Trustees public meetings to present alternative options.

82. After meeting with Defendant Evans in late February 2025, Trebel provided competitive pricing to continue the Aggregation Programs, including competitive proposals from suppliers for rates for both 12-month and 15-month terms, as requested by Defendant Township.

83. On March 4, 2025, Defendant Township discussed the confidential pricing provided by Trebel at the Township Trustees Board public meeting and did not act on the proposal. During this public meeting, Defendant Evans said that the 2023 EMA and electric and natural gas supply agreements were a "horrible contract" and "they claim every paper they give us is confidential." When Defendant Evans made these statements, he was either aware that the statements were false or he made the statements with reckless or negligent disregard to whether the statements were true. At this public meeting, Defendant Evans was directed by Trustee Burkholder to work with the Licking County Prosecuting Attorney regarding the Aggregation Programs and its contracts.

84. Defendants Township and Evans did not work with Trebel to renew the Aggregation Programs' electric and natural gas supply agreements to serve Defendant Township residents before these supply agreements expired. These supply agreements ended in April 2025 (natural gas) and May 2025 (electric). *See In the Matter of the Application of Etna Township (Licking County)*, Case No. 15-0429-GA-GAG (April 1, 2025); *In the Matter of the Application of Etna Township (Licking County)*, Case No. 15-0428-EL-GAG (April 1, 2025).

85. On May 7, 2025, Trebel representatives attended the Defendant Township Board of Trustees public meeting to discuss the Aggregation Programs and program renewals. Trebel attended the public meeting with the understanding that the Aggregation Programs would be on the agenda. However, upon arrival, Trustee Burkholder informed Trebel representatives that the Aggregation Programs and Trebel had not been added to the agenda, but Trebel representatives could speak during public comment.

86. During its May 7, 2025 public comments, Trebel representatives presented to the Defendants the Aggregation Programs' savings explaining that the electric Aggregation Program alone has saved residents \$4 million in total electric program savings, which equates to \$2,000 in savings per participant or \$200 per participant per year compared to the price residents would have paid on the utility's default supply.

87. During that public meeting, Defendant Evans made false statements that Trebel has not complied with the Township's records requests and Defendant Township's request to review documents related to Trebel's performance under the 2023 EMA.

88. Defendant Evans was aware that his statements that Trebel had not complied with records requests were false at the time he made these statements. The false nature of the statements by Defendant Evans was highlighted by Trustee McKee-Flax during the May 7, 2025 public meeting when Trustee McKee-Flax noted: "Mr. Evans continu[es] to make accusations that are not true in regards to getting information from Trebel. I have emails to prove it. They setup several dates for Mr. Evans to go and meet with them and they kept renewing the dates."

89. During the May 7, 2025 Defendant Township Board of Trustees public meeting, Defendant Evans also made the following disparaging statement: "They [Trebel] are not a good partner for us. They haven't been, we need to get out...". Trustee Burkholder (joined by Defendant

Evans) further disparaged Trebel's employee, Larry Taylor, stating: "I remember your presentations in the past and your disrespect to this community and this Board."

90. Defendants were aware of the false nature of the statements that Trebel is "not a good partner for us" and that Mr. Taylor had presented with "disrespect to this community and this Board" when these statements were made or they made the statements with reckless or negligent disregard to whether the statement were true.

91. During the May 7, 2025 public meeting, when faced with resident questions regarding the status of the aggregation's electricity supply contract, Defendant Evans explained that "right now, you are better off going to the Apples to Apples website, I can give you my phone number and provide you the options and it's cheaper, if there is nothing that's done it just goes to AEP but again it's cheaper there, it's been cheaper there, and there is discussion but again the current supplier wanted us to originally lock in for three years, even though there's no specific rate, no specific term, I asked for some different ones, but again we are actually looking to see if we can get out of the contract because there are other aggregators that have come in at a lower cost, even the County, it is all about everybody saving money but again we as a Township, this building, we moved away from the aggregator to save money because it wasn't the best rate."

92. Defendant Evans was aware at the time these statements were made that his statements were false as the Township's residents were not eligible to enroll in the County aggregation program.

93. Defendant Evans was aware that the Aggregation Programs were saving residents money compared to the utility's default supply when he made these false statements regarding program price.

94. At the May 20, 2025 public meeting, Defendant Evans once again disparaged Trebel by suggesting in a statement it was Trebel's responsibility to mail a notice to all participants about the termination of the Aggregation Programs due to the expiration of existing natural gas and electric supply agreements.

95. When Defendant Evans made this statement he was either aware that Trebel had only been granted limited power of attorney by Defendant Township and could not send communications to residents unless such communications are required by Ohio law and regulations or made this statement with reckless or negligent disregard to whether the statement was true.

96. At the request of Defendant Township, the Township's residents have been returned to the utilities' default supply for both electric and natural gas service.

97. Following the May 20, 2025 Defendant Township Board of Trustees public meeting, Defendant Township added a presentation to its website, <https://etnatownship.com>, titled "Etna Township Electric and Gas Aggregation Important Information."

98. Upon information and belief, this presentation was also posted on Defendant Evans' official Township Trustee Facebook page, the "Etna Community" Facebook page, and the "Keep Etna Rural" Facebook pages and remains posted.

99. In this publication, Defendants Township and Evans falsely claim that the "Current aggregator is offering rates HIGHER than what you can get on your own. This was the case previously also." This publication also falsely and inaccurately compares past supplier offers relayed by Trebel to the Township in February 2025 to rates currently being offered on the Ohio Apples to Apples website, <https://www.energychoice.ohio.gov> at different points in time with different terms and conditions. This publication also publicly discloses Trebel's confidential trade secrets regarding Trebel's program structure.

100. When Defendants Township and Evans made these statements, they were either aware that the statements were false or the statements were made with reckless or negligent disregard to whether the statements were true.

101. Defendants Township and Evans knowingly published this outdated supplier pricing information claiming it to be current.

102. Defendants Township and Evans knowingly compared this outdated supplier information without disclosing all of the terms and conditions of the supply offered.

103. During the June 3, 2025 Defendant Township Board of Trustees public meeting, Defendant Evans discussed notifying residents about the status of the Aggregation Programs and suggested that the notification include a statement that the Defendant Township residents can look at rates on the Ohio Apples to Apples website.

104. At the June 17, 2025 Defendant Township Board of Trustees public meeting, Defendant Evans reported that Trebel has “recommended a three-year contract” and Defendant Evans “stated that it was a higher rate than elsewhere.” Defendant Evans recommended mailing a post card to residents to “inform them of what is going on.” The Board voted to have Defendant Evans “handle Trebel Energy and design and follow through out on the post cards.”

105. On July 1, 2025, Trebel sent a cease and desist letter to Defendants Township and Evans asking the Defendants to immediately cease and desist publication of false and disparaging information regarding Trebel.

106. On August 6, 2025, Defendant Evans reposted on his Mark Evans – Etna Township Trustee Facebook page an NBC 4 article titled “How Data Centers Contribute to Spiking Electric Costs in Central Ohio” with the following false and disparaging comment: “While this contributes to rising costs, Trustee McKee’s shoving the township into an aggregation contract that doesn’t

benefit the township residents lead (sic) to higher costs to residents. Trustee McKee refused to let lower priced aggregators present or be considered. I was able to get the township and those in our lighting district away from the aggregator saving us money. Unfortunately, we are stuck with the current aggregator until next August due to McKee's action. I fought to get us out of the contract and save you money but the aggregator made legal threats. This is a result of corrupt leadership which I have fought against."

107. Defendant Evans was aware of the expiration of the Aggregation Programs' natural gas and electric supply agreements when he made these false statements regarding the Aggregation Programs. Defendant Evans was also aware that the Aggregation Programs had saved residents money compared to the utility's default supply that residents would have been paying before the expiration of the supply contracts, but for the Aggregation Programs when he made these false statements regarding higher costs to residents. Defendant Evans was further aware, should have been aware, or he made the statements with reckless or negligent disregard to whether the statements were true that Trebel had nothing to do with any purported rising electric costs associated with data centers.

108. Defendant Evans was also aware that this posting violated Trebel's July 1, 2025 cease and desist letter as demonstrated in his reply to a comment on his August 6, 2025 post, "well legally I can't say anything about that because they're threatening a lawsuit if I speak of options."

109. On September 19, 2025 and October 6, 2025, Defendant Evans posted on his Mark Evans – Etna Township Trustee Facebook page claims that Defendant Evans had moved the township buildings and lighting districts to a "proper, competitive energy aggregator" and "secured a 22% electric savings for Etna Township." This publication also falsely and inaccurately compares

past supplier offers relayed by Trebel to the Township to rates offered at different points in time with different terms and conditions for Township buildings and lighting districts.

110. When Defendant Evans made these statements, he was either aware that the statements were false, or he made the statements with reckless or negligent disregard to whether the statements were true.

111. For all the reasons set forth herein, the actions by Defendants Township and Evans are unlawful and violate Ohio defamation law and deceptive trade practices law and result in tortious inference with contract, and unlawful disclosure of confidential trade secrets.

CLAIMS FOR RELIEF

COUNT I – DEFAMATION: SLANDER AND LIBEL

(Against Both Defendants)

112. Trebel incorporates by reference the allegations and statements made in the preceding paragraphs as if fully set forth herein.

113. Defendants Township and Evans knowingly published through spoken word false information that was then posted on the internet about Trebel on several occasions, including, but not limited to statements, made by Defendants at the February 21, 2023, March 7, 2023, October 7, 2023, March 4, 2025, May 7, 2025, and May 20, 2025 Defendant Township Board of Trustees public meetings.

114. Defendants Township and Evans knowingly published in writing false information about Trebel on several occasions, including but not limited to, publishing false information in a presentation to the Defendant Township’s website, Defendant Evans’ Mark Evans – Etna Township Trustee Facebook Trustee Facebook page, the Etna Community Facebook page, and the Keep Etna Rural Facebook pages, titled Etna Township Electric and Gas Aggregation Important Information containing false and disparaging information regarding the Aggregation Programs and Trebel.

115. Defendant Evans, acting in either his individual or official capacity, knowingly published in writing false information about Trebel and the Aggregation Programs on February 21, 2023, March 7, 2023, April 17, 2023, June 1, 2023, February 14, 2024, August 6, 2025, September 19, 2025, October 6, 2025 when Defendant Evans published false and disparaging information regarding the Aggregation Programs and Trebel on his Mark Evans – Etna Township Trustee Facebook page.

116. Defendants Township and Evans' publications of false information were made with a degree of fault, either knowing that the information was false or with reckless or negligent disregard to whether the information was true.

117. The statements were knowingly published by Defendants Township and Evans to third parties and the public via either Facebook, YouTube, and/or Defendant Township's website.

118. As a direct and proximate result of Defendants' false statements, Trebel has suffered and will continue to suffer damages, including loss of business revenue, lost clients and contracts, diminished reputation in the marketplace, and harm to its professional relationships and goodwill. The false statements have caused existing and potential customers to question Trebel's integrity and reliability, resulting in measurable economic losses. As a result of the Defendants' actions, the 2023 EMA between Defendant Township and Trebel, as well as supply agreements between Defendant Township and energy supplies for the Aggregation Programs have not been renewed. These damages continue to accrue and have materially impaired Trebel's ability to conduct business.

119. The statements published by Defendants Township and Evans have caused reputational and financial harm to Trebel.

120. As such, Trebel demands judgment against Defendants for compensatory and punitive damages as a result of the alleged defamation and libel in an amount to be determined at trial, plus costs and attorney's fees. Because of the knowingly, willfully, malicious, deceptive, misleading, confusing, and/or false nature of Defendants' conduct, Trebel is entitled to an award of punitive damages and reasonable attorneys' fees.

121. In addition, Trebel also is entitled to immediate, preliminary, and permanent injunctive relief against Defendants prohibiting Defendants from continuing to publish in any manner false, defamatory, libelous, and slanderous statements about Trebel that have caused and will continue to cause irreparable harm to Trebel and its business.

COUNT II – MISAPPROPRIATION OF TRADE SECRETS (R.C. 1333.61, et seq.)
(Against Both Defendants)

122. Trebel incorporates by reference the allegations and statements made in the preceding paragraphs as if fully set forth herein.

123. R.C. 1333.61(D) prohibits the disclosure of trade secrets, which are “information, including...any business information or plans, financial information, or listing of names, addresses, or telephone numbers, that satisfies both of the following: (1)...derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. (2)...is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.”

124. Trebel has developed proprietary processes, including but not limited to solicitation and bidding processes and procedures specific to governmental aggregation programs and energy usage data, fee structures, and derivation of fees with independent economic value that derives from not being general known or readily ascertainable to competitors.

125. Trebel has made great effort to keep its proprietary processes, including but not limited to solicitation and bidding processes and procedures specific to governmental aggregation programs and energy usage data, fee structures, and derivation of fees secret.

126. Trebel repeatedly informed Defendants that its draft and executed contracts, including the form, term, cost, commodity pricing and formula, and energy product of the Aggregation Programs and agreement are confidential trade secrets protected by Ohio law.

127. Defendants acquired Trebel's trade secrets as the result of its confidential relationship set forth in Section 11 of the 2014 EMA and 2023 EMA.

128. Despite being informed of the confidentiality of Trebel's trade secrets, Defendants disclosed confidential draft documents and executed agreements that contained confidential and proprietary terms and conditions to Trebel's competitors, the public, governmental entities, and private citizens without redacting said confidential and proprietary information that provide Trebel's competitors with economic value and an undue competitive advantage by affording the competitors the opportunity to ascertain the proprietary processes of Trebel, including but not limited to solicitation and bidding processes and procedures specific to governmental aggregation programs and energy usage data, fee structures, and derivation of fees by Trebel.

129. Defendants' disclosure of confidential draft documents and confidential and proprietary terms and conditions contained in the executed agreements undercut Trebel and its negotiations with communities throughout Ohio and provide and continues to provide an undue competitive advantage to Trebel's competitors while Trebel remains uninformed about the contents of competing offers.

130. Defendants knowingly and willfully misappropriated Trebel's trade secrets.

131. Trebel has suffered and continues to suffer damages and harm, including loss of competitive advantage, profits, and harm to its business reputation as a result of Defendants' misappropriation of trade secrets in an amount to be proven at trial.

132. In addition, pursuant to R.C. 1333.62, Trebel is entitled to immediate, preliminary, and permanent injunctive relief against Defendants prohibiting Defendants from continuing and/or renewing their efforts to misappropriate Trebel's trade secrets and proprietary and confidential information causing irreparable harm to Trebel.

133. For these reasons, Trebel seeks actual damages, exemplary damages pursuant to R.C. 1333.63, attorney's fees and costs, injunctive relief under R.C. 1333.62, and any further relief as this Court deems just and proper resulting from Defendants' misappropriation of trade secrets.

COUNT III – TORTIOUS INTERFERENCE WITH A BUSINESS RELATIONSHIP
(Against Defendant Evans)

134. Trebel incorporates by reference the allegations and statements made in the preceding paragraphs as if fully set forth herein.

135. Trebel has a valid business relationship and contract with Defendant Township and valid business relationships and contracts with over 100 active governmental aggregation programs serving townships, counties, and municipalities throughout Ohio.

136. Defendant Evans knew of these relationships, the contract with Defendant Township, and the contracts with other townships, counties, and municipalities throughout Ohio and intentionally interfered with these contracts and relationships by disclosing confidential and proprietary information that he received in his official capacity as a Township Trustee to direct competitors of Trebel, private citizens, and government entities.

137. As a direct and proximate result of Defendant Evans' intentional and improper interference with Trebel's business relationships, Trebel has suffered substantial damages,

including the loss of prospective clients, disruption of ongoing negotiations and contracts, lost revenue, and damage to its reputation and goodwill within the industry. Defendant Evans' conduct caused Defendant Township not to renew the 2023 EMA and Aggregation Programs' supply contracts, resulting in measurable financial harm and a negative impact on Trebel's ability to maintain and grow its commercial operations.

138. Trebel demands judgment against Defendant Evans for compensatory and punitive damages, attorney's fees, and costs resulting from Defendant Evans' tortious interference with contract. Because of the knowingly, willfully, malicious, deceptive, misleading, confusing, and/or false nature of Defendant Evans' conduct, Trebel is entitled to an award of punitive damages and reasonable attorneys' fees.

139. In addition, Trebel also is entitled to immediate, preliminary, and permanent injunctive relief against Defendant Evans prohibiting him from continuing to engage in his misconduct that interferes with Trebel's business relationships and/or opportunities, which conduct has caused and will continue to cause irreparable harm to Trebel and its business.

COUNT IV – DECEPTIVE TRADE PRACTICES (R.C. 4165.02)

(Against Both Defendants)

140. Trebel incorporates by reference the allegations and statements made in the preceding paragraphs as if fully set forth herein.

141. Defendants Township and Evans engaged in conduct that constitutes deceptive trade practices under R.C. 4165.02(10) by disparaging the goods, services, or business of Trebel by false representations of fact.

142. Defendants Township and Evans published through spoken word false information that was then posted on the internet about Trebel on several occasions, including, but not limited to statements, made by Defendants at the February 21, 2023, March 7, 2023, October 7, 2023, March 4, 2025, May 7, 2025, and May 20, 2025 at Defendant Township Board of Trustees public meetings that disparaged the quality of the services and business of Trebel.

143. Defendants Township and Evans published in writing false information about Trebel on several occasions, including but not limited to, publishing a presentation to the official Defendant Township website, Defendant Evans' Trustee Facebook page, the "Etna Community" Facebook page, and the "Keep Etna Rural" Facebook pages, titled Etna Township Electric and Gas Aggregation Important Information containing false and disparaging information regarding the Aggregation Programs and the quality of the services and business of Trebel.

144. Defendant Evans, acting in either his individual or official capacity, published in writing false information about Trebel and the Aggregation Programs on February 21, 2023, March 7, 2023, April 17, 2023, June 1, 2023, February 14, 2024, and August 6, 2025 when Defendant Evans published false and disparaging information regarding the Aggregation Programs and the quality of the services and business of Trebel on the Mark Evans – Etna Township Trustee Facebook page.

145. As a direct and proximate result of Defendants' deceptive trade practices, Trebel has suffered significant damages. These include loss of sales, diversion of customers, harm to business reputation, and diminished goodwill. Defendants' conduct has created confusion among consumers and unfairly diverted business opportunities away from Trebel, causing ongoing economic harm that is not readily compensable through monetary relief alone.

146. In addition, pursuant to R.C. 4165.03(A)(1), Trebel is entitled to immediate, preliminary, and permanent injunctive relief against Defendants prohibiting Defendants from continuing and/or renewing their systematic scheme of deceptive trade practices attacking Trebel and its business practices and reputation.

147. Also, pursuant to R.C. 4165.03(B), Trebel is entitled to an award of reasonable attorneys' fees because Defendants knowingly and willfully engaged in the foregoing deceptive trade practices knowing them to be deceptive and/or misleading.

148. Because of the knowingly and willfully malicious, deceptive, and false nature of the Defendants' trade practices targeted against Trebel to damage and undermine Trebel and its business operations and reputation, Trebel is entitled to an award of punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Trebel respectfully requests that this Court enter judgment in its favor and against Defendants, and award the following relief:

1. Compensatory damages in an amount to be proven at trial for losses suffered as a result of Defendants' tortious interference, defamation, deceptive trade practices, and misappropriation of trade secrets;
2. Consequential and incidental damages resulting from Defendants' unlawful and wrongful conduct;
3. Punitive or exemplary damages as permitted under Ohio law for Defendants' malicious, willful, or reckless conduct, including but not limited to tortious interference, defamation, and misappropriation of trade secrets;
4. Injunctive relief pursuant to R.C. 1333.61 through 1333.64 and other applicable laws, ordering Defendants to immediately cease and desist and remove any postings made to the Defendant Township and any and all Facebook, YouTube, and other social media websites to

which it has posted information: misappropriating, using, or disclosing Trebel's confidential and proprietary trade secrets; publishing further defamatory or libelous statements; and/or interfering with Trebel's business and contractual relationships.

5. Relief under the Ohio Deceptive Trade Practices Act (R.C. 4165.01, *et seq.*), including injunctive relief and any other remedies available under the statute;

6. Attorneys' fees and costs, where authorized by statute or equity, including but not limited to fees under R.C. 1333.64(C) for willful and malicious misappropriation;

7. Pre- and post-judgment interest as allowed by law; and

8. Such other and further relief at law or in equity as this Court deems just and proper.

Respectfully submitted,

/s/ Kimberly W. Bojko
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JURY DEMAND

Plaintiff demands a jury trial comprised of no less than eight (8) persons on all issues so triable.

/s/ Kimberly W. Bojko
Kimberly W. Bojko

