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12 **ARIZONA SUPERIOR COURT**

13 **MARICOPA COUNTY**

14 PATH NETWORK, INC., a Delaware
15 corporation; and TEMPEST HOSTING LLC,
16 an Arizona limited liability company,

Case No.: **CV2025-066422**

17 Plaintiffs,

COMPLAINT

18 vs.

19 RENE ROOSEN and JANE DOE ROOSEN,
20 husband and wife; COSMIC GLOBAL,
21 INC., a Delaware corporation;
22 HOSTINGKING INC., a Delaware
23 corporation; JOHN AND JANE DOES, I-X;
24 ABC CORPORATIONS, I-X; RED AND
25 BLACK LIMITED LIABILITY
26 COMPANIES, I-X; and XYZ
27 PARTNERSHIPS,

28 Defendant.

Plaintiffs Path Network, Inc., a Delaware corporation, and Tempest Hosting LLC, an Arizona limited liability company, for their Complaint against Rene Roosen and Jane Doe Roosen, husband and wife, Cosmic Global, Inc., a Delaware corporation, and HostingKing, Inc., a Delaware corporation, hereby allege as follows:

The Parties

1
2 1. Plaintiff Path Network, Inc. (“Path Net”) is a foreign corporation, having its
3 principal place of business in Maricopa County, Arizona.

4 2. Plaintiff Tempest Hosting LLC (“Tempest”) (collectively with “Path Net” referred
5 to as “Plaintiffs”) is an Arizona limited liability company.

6 3. Tempest is a subsidiary of Path Net.

7 4. Upon information and belief, Defendants Rene Roosen (“Roosen”) and Jane Doe
8 Roosen, husband and wife, are residents of Dallas County, Texas.

9 5. Upon information and belief, at minimum during all relevant times herein, Roosen
10 went by, was referred to as, or otherwise used the aliases “Renaul” and/or “Renual.”

11 6. At all relevant times, Defendants Rene Roosen and Jane Doe Roosen were acting
12 on behalf of the marital community.

13 7. Upon information and belief, Defendant Cosmic Global, Inc. (“Cosmic Global”),
14 is a corporation incorporated in the State of Delaware, having its principal place of business in
15 Dallas County, Texas.

16 8. Upon information and belief, Defendant Cosmic Global does business as the
17 following entities: Cosmic Global Networks and Cosmic Guard (collectively referred to as
18 “Cosmic Global”).

19 9. Upon information and belief, Defendant HostingKing, Inc. (“HostingKing”), is a
20 corporation incorporated in the State of Delaware, having its principal place of business in Dallas
21 County, Texas.

22 10. Upon information and belief, Defendant HostingKing does business as
23 GameServerKings (“GSK”).

24 11. Upon information and belief, Roosen owns Cosmic Guard, HostingKing, and
25 Server Starter.

26 12. Upon information and belief, Roosen also owns IcedHost LLC, Server Starter Host
27 LLC, and secured.gg Hosting LLC (collectively with Defendants referred to as the “Roosen
28 Entities”).

1 22. Path Net specializes in providing cutting-edge and boutique online hosting and
2 security services tailored to businesses of all sizes, including businesses that require added cyber
3 security to support cryptocurrency and blockchain payment transactions.

4 23. Path Net operates a number of server farms / data centers throughout the world.

5 24. Tempest was founded in 2020.

6 25. Tempest also provides online virtual hosting services; however, they serve a
7 different client subset than Path Net.

8 26. Path Net and Tempest customers pay monthly fees to lease space on its data-secure
9 servers.

10 27. The servers are used for hosting the customers' data 'on the cloud.'

11 28. Tempest is the arm of Path Net that specializes in the leasing of servers to
12 customers and providing online virtual hosting.

13 29. While Tempest specializes in leasing servers to customers, Path Net operates the
14 servers and is focused on providing cutting-edge cyber security and data protections to ensure
15 the data stored on customers' servers is not compromised.

16 30. Customers' confidence that their data is secured against all threats – both internal
17 and external – is critical to Path Net's business.

18 31. Defendants, specifically Cosmic and GSK, also provide online hosting services and
19 are direct competitors of Path Net and Tempest.

20 ***Curtis Gervais Starts Working at Path Net and Tempest and Becomes Aware of their***
21 ***Confidential Commercial Information***

22 32. On July 8, 2021, Path Net hired Curtis Gervais ("Gervais"), a Canadian resident
23 and a former customer.

24 33. Initially, Gervais served as an independent contractor for Path Net, but he also
25 provided services for Tempest.

26 34. On August 30, 2021, Gervais was promoted to the position of Systems Engineer.

27 35. In connection with his promotion, Gervais entered into an employment agreement
28 with Path Net.

- 1 36. The Employment Agreement contained the following provisions:
- 2 a. All of Gervais’ professional time and energy must be solely devoted to the
- 3 interests of Path Net and Tempest, and Gervais was prohibited from acting
- 4 in a conflict of interest or conducting other businesses competitive to Path
- 5 Net;
- 6 b. Gervais was obligated to maintain the confidentiality of Path Net’s
- 7 confidential, sensitive and proprietary information;
- 8 c. Gervais was prohibited, during his employment and for three years
- 9 thereafter, from soliciting any of Path Net’s employees or agents away from
- 10 Path Net;
- 11 d. Gervais was prohibited from making negative comments or disparaging
- 12 statements against Path Net, Tempest, or any of its employees or agents;
- 13 e. Any intellectual property that Gervais developed during his employment
- 14 relating to the nature of his employment is the property of Path Net;
- 15 f. Gervais was prohibited from using Path Net’s property, assets, and resources
- 16 for his own personal benefit;
- 17 g. Gervais was required to return all of Path Net’s property, assets, and
- 18 resources upon the end of his employment;
- 19 h. The Employment Agreement was to be construed under Arizona law.
- 20 37. On February 3, 2022, Gervais was promoted to Director of Engineering.
- 21 38. In connection with his promotion, Gervais entered into another agreement with
- 22 Path Net.
- 23 39. The relevant terms of the February 2022 ICA are materially the same as the
- 24 Employment Agreement; however, they also provided that Gervais was prohibited from taking
- 25 part in any business enterprise that competed directly or indirectly with Path Net for one year
- 26 after the conclusion of his employment.
- 27 40. Approximately one week later, Gervais received a promotion to Chief Executive
- 28 Officer of Tempest.
41. Gervais did not sign any new agreements with Path Net in connection with his
- promotion to CEO.
42. Even though he did not sign any new agreements, Gervais acknowledged to Webb
- that he remained bound by all prior agreements.

1 43. Gervais' duties as Tempest's CEO included the following:

- 2 a. Managing shifts and employees of Tempest;
- 3 b. Attending one-on-one employee meeting (daily or as-needed);
- 4 c. Attending management meeting (weekly);
- 5 d. Maintaining and updating customers lists;
- 6 e. Overseeing services provided to customers;
- 7 f. Overseeing accounts receivables and payables for Tempest;
- 8 g. Overseeing the sale of hardware to customers and the purchase of hardware for
- 9 Tempest
- 10 h. Respond to technical support tickets; and
- 11 i. Respond to prospective customer inquiries (as needed).

12 44. As CEO of Tempest, Gervais had access to (and did access) the confidential and
13 sensitive information of Path Net and Tempest including, but not limited to, the following:

- 14 a. WHMCS software;
- 15 b. Path Net's portal system (the "Path Portal");
- 16 c. Tempest's portal system (the "Tempest Portal");
- 17 d. Path Net's Grafana dashboard ("Grafana" or "Grafana Dashboard");
- 18 e. Crisp; and
- 19 f. Other platforms.

20 45. WHMCS is a software used by Tempest and Path Net to input and track the billing
21 information of their customers and log the services they provided.

22 46. The Path Portal is where Path Net's customers log in to manage their Path Net
23 services.

24 47. The Tempest Portal is where Tempest's customers can log in to manage their
25 Tempest services.

26 48. Grafana is an open-source software used as an internal system for monitoring Path
27 Net's infrastructure necessary to providing its services to clients.

1 49. The Grafana Dashboard is also used for storing data with respect to the security
2 threats and attacks which are attempted on Path and its customers.

3 50. Path Net uses this “attack data” is used to help develop its digital security services.

4 51. As CEO of Tempest, Gervais was required to attend bi-weekly meetings for
5 Tempest.

6 52. These meetings were attended by the executive staff and key management people
7 in the organization.

8 53. During these meetings, Gervais was privy to sensitive and confidential information
9 including, but not limited to:

- 10 a. Long- and short-term growth strategies for Path Net and Tempest;
- 11 b. Strategies to go after large corporate customers with lucrative contracts;
- 12 c. Tailoring Path Net and Tempest’s offerings to meet market demands, particularly
13 for large corporate customers;
- 14 d. Competitive pricing of hardware and services for customers;
- 15 e. Monthly and annual budgeting of corporate expenses, including for acquisition of
16 new hardware, servers, and intellectual property;
- 17 f. Planning for growth into new markets and regions around the world – to better
18 deliver services to new customers;
- 19 g. Development of new proprietary software, filters and cybersecurity projects by
20 Path Net;
- 21 h. Emerging cybersecurity threats and Path Net’s plans to respond to them;
- 22 i. Private customer information, including the identity/contact details of various
23 customers and their specific hosting and cybersecurity needs; and
- 24 j. The overall budgeting and financial wellbeing of Path Net and Tempest.

25 54. Gervais understood, and has acknowledged, the sensitive and confidential nature
26 of the information he received during his employment with Path Net and Tempest.

27 55. Gervais understood, and has acknowledged, that the information he was privy to
28 could be used to undercut or compromise the competitive edge of Path Net or Tempest.

After Gervais is demoted, he begins talking to Roosen, who was the CEO of a Path Net competitor

1 56. On June 23, 2022, Lee Stubbs (“Stubbs”), an employee of Path Net, learned of
2 ‘active scanning’ by someone at Path Net and informed Webb.

3 57. ‘Active Scanning,’ in layman’s terms, is a method of examining computer systems
4 by intentionally sending electronic signals or connection requests to those systems and analyzing
5 how they respond. Through this process, the party conducting the scan can identify whether
6 systems are online, what digital “doors” are open, how the systems are configured, what type of
7 operating systems they use, and whether they contain security weaknesses. This type of scanning
8 requires direct interaction with the targeted systems and is not passive observation—it involves
9 probing the systems themselves to gather detailed technical information.

10 58. After Webb learned this information, he commenced an investigation with Stubbs
11 and another person from Path Net’s Management, Dylan Kraklan (“Kraklan”).

12 59. As part of the investigation, Gervais was interviewed.

13 60. During his interview, Gervais admitted to ‘active scanning’ of GSK.

14 61. Additionally, Gervais advised Stubbs and Kraklan that ‘active scanning’ was not
15 illegal in Canada as far as he knew and he did not consider it to be a big deal.

16 62. As a result of Path Net’s investigation, on June 24, 2022, Gervais was removed as
17 CEO of Tempest, effectively immediately, and placed on suspension.

18 63. Gervais’ suspension lasted until June 30, 2022, at which point he was demoted
19 from CEO to COO.

20 64. Gervais’ signed a new Employment Agreement reflecting his demotion.

21 65. The terms of his new Employment Agreement were materially the same as the prior
22 Employment Agreements and ICAs.

23 66. During his suspension, Gervais contacted a former Path Net employee via Signal.

24 67. Gervais told the former employee that he was had a desire to reach out to Path Net’s
25 largest competitor in order to cause severe harm to Path Net.

26 68. Also during his suspension, specifically on June 24, 2022, Gervais was contacted
27 by Roosen.

28 69. Roosen serves as the CEO and founder of Cosmic and GSK.

1 70. Roosen advised Gervais that he had heard of Gervais’ suspension and inquired how
2 he was doing.

3 71. Gervais thanked Roosen for his consideration of his well-being and left the
4 conversation at that.

5 ***Roosen Communicates with Path Net Clients***

6 72. At around this same time, Gervais became aware that Roosen and/or GSK were
7 soliciting Path Net clients.

8 73. Specifically, Gervais became aware that Roosen was communicating with Path Net
9 clients Victor Heilskov, Anthony Modica, Kubbur, Vital Game Network, and Nexus Online
10 Services.

11 74. As it relates to Kubbur, Roosen communicated with its employees Leifur Steinn
12 Gunnarson (“Gunnarson”) and Nathan Gimblett (“Gimblett”).

13 75. Roosen knew that Kubbur was a customer of Path Net and Tempest.

14 76. Roosen represented to Mr. Gunnarson that Tempest was going bankrupt, implying
15 that if Kubbur cared about maintaining reliable service, it should terminate its agreements with
16 Path Net and Tempest, and instead, subscribe to his company, GSK.

17 77. To support his statements, Roosen sent Mr. Gunnarson screenshots of
18 conversations Roosen had with others.

19 78. The screenshots included statements dated June 29, 2022, stating, in other words,
20 that Tempest was broke, had no money, and its operating account went negative monthly.

21 79. On July 8, 2022, Roosen contacted Nexus Online Services (“Nexus”), via its owner
22 “Kyle.”

23 80. Nexus was both a customer of Path Net, Tempest, and GSK at the time.

24 81. Roosen provided Nexus with the same information that he provided to Kubbur –
25 that Path Net and Tempest were in financial trouble.

26 82. Roosen went one step further and advised Nexus that if it wanted to maintain
27 reliable service in the future, it should terminate their agreements with Tempest.

28 83. Around the same time, Roosen contacted Vital Game Network (“Vital Network”).

1 84. Similar to Nexus, Vital Network was, or at a minimum was at one point in time, a
2 customer of both Path Net and GSK.

3 85. In an attempt to induce Vital Network to switch service providers from Path Net to
4 GSK, Roosen advised Vital Network that Path Net and Tempest were insolvent and at risk of
5 shutting down.

6 86. Vital Network subsequently terminated its agreements with Tempest.

7 87. On July 17, 2022, Roosen also contacted Anthony Modica (online username of
8 ‘Silvery’) and advised him that Tempest was going bankrupt and shutting down imminently.

9 ***Gervais Resigns and then Hacks into Path Net’s Servers***

10 88. On September 15, 2022, Gervais resigned from Path Net.

11 89. Fifteen days later, on September 30, 2022, despite no longer being an employee of
12 Path Net, Gervais unlawfully accessed Path Net’s servers.

13 ***The Gervais and Roosen Conspiracy Begins***

14 90. On December 24, 2022, Roosen and Gervais began discussions over the encrypted
15 messaging app Signal.

16 91. Upon information and belief, Roosen and Gervais began discussion prior to
17 December 24, 2022; however, such communications were deleted by Gervais and/or Roosen.

18 92. Additionally, upon information and belief, communications between Roosen and
19 Gervais between December 24, 2022 and January 2, 2023 were deleted.

20 93. Specifically, a private chat was made between Gervais and Roosen.

21 94. Due to the apparent deletion, Plaintiffs are deprived of ever knowing all
22 communications that were exchanged between Gervais and Roosen.

23 95. Messages preserved by an Independent Supervising Solicitor (“ISS”) (similar to a
24 Special Discovery Master) detail the conversations between Roosen and Gervais.

25 96. Additionally, images taken by the ISS detail text messages between Roosen and
26 Gervais.

27 97. Among other things, Roosen and Gervais discussed Gervais’ improper efforts to
28 access Path Net’s network after leaving the company.

1
2 ***Gervais Steals Path Net’s Confidential and Sensitive Information***

3 98. Between December 24, 2022 and January 5, 2023, Gervais hacked into Path Net’s
4 Network again and stole a significant amount of confidential and sensitive information.

5 99. Upon information and belief, Gervais engaged in such behavior at the direction of
6 Roosen.

7 100. Specifically, on January 2, 2023, Gervais sent Roosen several messages to Roosen
8 containing Path Net’s Firewall Rules (the “Firewall Rules”).

9 101. The Firewall Rules were stored on Path Net’s load balancers.

10 102. Upon information and belief, Gervais was able to access the Firewall Rules by
11 hacking into Path Net’s load balancers.

12 103. In addition to the Firewall Rules, Gervais provided Roosen with codes taken from
13 Path Net’s ‘configuration repository’ (the “Configuration Repository”).

14 104. The Configuration Repository stores Path Net’s client and network configuration
15 information.

16 105. The network configuration information describes how Path Net calculates latency
17 between server locations to provide optimal routing for customers.

18 106. By providing this data to Roosen and GSK, Gervais enabled Roosen to copy Path
19 Net’s network efficiency.

20 107. Gervais also provided Roosen with Path Net’s encryption keys (the “Encryption
21 Keys”).

22 108. The Encryption Keys are used to encrypt traffic transmitted between Path Net’s
23 servers.

24 109. Additionally, Gervais provided Roosen with Path Net’s password for
25 “Prometheus,” which is Path Net’s protocol for exchanging statistics about Path Net’s network.

26 110. Gervais also provided Roosen with Path Net’s coinpayments.com
27 (“CoinPayments”) SSL certificate.

28 111. CoinPayments is a cryptocurrency exchange and longtime Path Net customer.

1 112. SSL certificates are used to encrypt web traffic for customers.

2 113. Customers, like CoinPayments, use these “keys” to exchange sensitive financial
3 data, underscoring the reality that Path Net’s business cannot survive without its’ customers being
4 confident their data is secure.

5 114. Gervais was aware of this necessity as he messaged Roosen indicating that the
6 stolen information was extremely valuable. Indeed, the above data constituted confidential and
7 valuable commercial information that Path Net took care to keep confidential.

8 115. To confirm his suspicions, on January 2, 2023, Gervais inquired as to what Roosen
9 believed the stolen information was worth.

10 116. Roosen believed that the stolen information Gervais had provided to him at that
11 point in time would be worth approximately \$1,400.

12 117. Upon information and belief, Gervais absconded with no less than 375 MB of data
13 from Path Net, but it is more likely that the amount of stolen data is in excess of 420MB.

14 118. On information and belief, Gervais was motivated in part by his desire to seek
15 retribution from the employer that had demoted him.

16 119. The confidential and sensitive data that was stolen from Path Net included, but was
17 not limited to, customer lists, source code, slide decks for investors and other opportunities,
18 credentials associated with the user accounts for Path Net’s management staff, invoices,
19 credentials in support of operating billing software, business purchase agreements, network
20 configuration data, customer domains, and internal configuration of Path Net’s load balancers.

21 ***Roosen purchases Path Net’s stolen confidential information***

22 120. After Gervais indicated that he desired to sell everything he stole, Roosen took him
23 up on it.

24 121. Roosen indicated that he had some use for it.

25 122. Roosen went further to instruct Gervais to cover his tracks, effectively destroying
26 any trace of the theft.

27 123. Gervais specifically identified material that was the most useful and pertinent for
28 Roosen and the other Defendants’ business operations.

1 124. Gervais and Roosen agreed to exchange payment for the stolen data via
2 cryptocurrency.

3 125. Upon request from Roosen, Gervais provided his cryptocurrency wallet
4 information.

5 126. After Gervais provided the information, Roosen paid Gervais 0.49727579 ETH.

6 127. Upon information and belief, the approximate value of 0.49727579 ETH at the time
7 Roosen paid Gervais was \$603.68.

8 128. Roosen informed Gervais his preferred method of retrieving the data was a zip file
9 uploaded to a third-party website.

10 129. During this time, Roosen also discussed with Gervais the potential long-term
11 impact on Path Net and Tempest's business operations, even at one point, discussing the potential
12 that the wrongful conduct could destroy their business entirely.

13 130. At one point during the heist, Gervais expressed concern to Roosen that it was
14 extremely risky to gather the significant amount of information that he did.

15 131. In response, Roosen suggested Gervais could mitigate his risk by destroying Path
16 Net's network to conceal any evidence of his hacking, which would leave no trace behind.

17 132. Gervais provided the stolen information in two parts to Roosen on January 3, 2023.

18 133. Part one contained, among other things, confidential and sensitive information
19 relating to infrastructure, contracts, resources, client list, and out-of-band information (referring
20 to management/communication separate from the main network, vital for recovery).

21 134. Part two contained, among other things, Path Net's XDP information.

22 135. Roosen, at minimum, accessed the stolen information on January 4, 2023.

23 136. During this period, upon information and belief, Roosen was in contact with
24 "NTT."

25 137. At the time, NTT was a supplier of Path Net.

26 138. Additionally, Roosen took a strong interest in one of Path Net's customers,
27 BattleMetrics.

28 139. Gervais also shared Mr. Webb's personal credit card information with Roosen.

1 140. In response, Roosen suggested that they use it to buy dedicated servers from his
2 company, GSK.

3 141. On January 5, 2023, after Gervais had already shared significant portions of
4 confidential and sensitive information with Roosen, Roosen stated that Gervais should send him
5 the main system.

6 142. Gervais shared another zip file to Roosen on January 5, 2023.

7 143. The additional zip file contained miscellaneous files of Path Net's as well as Path
8 Net's core python code Path Net's proprietary DDoS mitigation support technology.

9 144. Gervais also told Roosen he could use Tempest's Signal chat history in order to sue
10 them.

11 145. Roosen responded by providing Gervais a tool (LiroyvH) so that Gervais could
12 provide him with Tempest's Signal chat history.

13 146. Upon information and belief, additional communications between Roosen and
14 Gervais were had; however, Roosen and/or Gervais subsequently caused them to be deleted in
15 order to hide their unlawful behavior.

16 ***The Attempted Extortion***

17 147. On January 5, 2023, specifically at 6:37 PM MST (or 8:37 PM EST), an individual
18 going by the username / handle of "Archetype" on the communications app Discord posted to
19 the Discord channel of a former Path Net customer known as Frantech.

20 148. 'Archetype' tagged Webb in his post to get his attention.

21 149. In his post, Archetype advised that "theres a lot of code on same in a private
22 community".

23 150. The code 'Archetype' was referring to was Path Net's code.

24 151. Upon receiving this post, Path Net directed their employee to correspond with
25 'Archetype' via private message on Discord.

26 152. Between approximately 9:00 PM EST and 11:28 PM EST, the Path Net employee
27 corresponded with 'Archetype' via private messages on Discord.
28

1 153. The online profile page for the user ‘Archetype’ indicated that the profile was
2 created the same day that Gervais shared the final file of Path Net’s confidential and sensitive
3 data.

4 154. In response to “Archetype’s” original message, Path Net’s employee asked for
5 information on the “private community” where Path Net’s most sensitive and confidential
6 information was being advertised by ransom by another person.

7 155. ‘Archetype’ refused to provide access to the “private community” on the basis that
8 was invite-only.

9 156. Path Net’s employee asked ‘Archetype’ to provide information or snippets of Path
10 Net’s code or data being ransomed.

11 157. ‘Archetype’ provided snippets of code in order to demonstrate to Path Net that the
12 information was, in fact, theirs.

13 158. Path Net was able to verify the authenticity of the code fragments provided by
14 ‘Archetype’ and found the code was part of Path Net’s proprietary DDoS mitigation program –
15 the most important and valuable aspect of Path Net’s business.

16 159. Path Net’s employee asked ‘Archetype’ for information with respect to the name
17 or location of Path net’s hacker/ransomer.

18 160. In response, ‘Archetype’ responded that the hacker/ransomer was operating on
19 “tor,” or in layman’s terms, an encrypted secure internet protocol that is used by users on the
20 dark web to carry illicit transactions online.

21 161. ‘Archetype’ refused to provide a link to access the TOR network to communicate
22 with the hacker/ransomer.

23 162. Following a request for more information regarding Path Net’s stolen confidential
24 information, ‘Archetype’ replied that the hacker/ransomer was advertising the following highly
25 sensitive and proprietary of Path Net for sale:

- 26 a. Path Net’s C source code (C is a computer programming language);
- 27 b. Path Net’s Python source code (Python is a computer programming language);
- 28 c. Path Net’s Portal source code;

- d. Tempest’s WHMCS database backup data;
- e. IP addresses of all of Path Net’s firewall servers;
- f. SSL certificates from NGINX; and
- g. More than 200MB of data.

163. The ransom price ‘Archetype’ request was \$800,000.

Path Net sues Gervais in Canada

164. Almost immediately, Path Net filed a lawsuit in Canada against Gervais (the “Canadian Litigation”).

165. As part of the Canadian Litigation, Roosen submitted an Affidavit to the court.

166. Roosen’s Affidavit was submitted more than two months after he had paid Gervais for Path Net’s stolen confidential information.

167. Roosen’s Affidavit contained one or more false sworn statements.

168. As part of the Canadian Litigation, Plaintiffs learned of Defendants’ involvement in Gervais’ criminal scheme.

169. Specifically in November 2024, the ISS released documents and other related evidence to Plaintiffs’ attorneys in the Canadian Litigation.

170. Prior to this time, Plaintiffs were unaware of Roosen’s involvement in the theft and subsequent attempted extortion.

171. Path Net and Gervais have settled the Canadian Litigation.

FIRST CLAIM FOR RELIEF

**Misappropriation of Trade Secrets under the Arizona Uniform Trade
Secrets Act, A.R.S. § 44-401 *et. seq.*
(Against all Defendants)**

172. Plaintiffs reallege and incorporate by reference all of the matters set forth in the preceding paragraphs of this Complaint as if fully set forth herein.

173. With the assistance of and in concert with Gervais, Defendants wrongfully took Plaintiffs’ trade secrets (e.g., source code, IP addresses, SSL certificates, etc.).

1 174. Without Plaintiffs' consent, Defendants wrongfully disclosed and/or used
2 Plaintiffs' trade secrets to solicit Path Net customers, gain a competitive advantage, or otherwise
3 harm Plaintiffs.

4 175. Plaintiffs took reasonable measures to protect its trade secret information and to
5 maintain the confidentiality of information regarding its employees, clients, services,
6 relationships, pricing, business opportunities, technology, strategies, and other categories of
7 information comprising Path Net's confidential information.

8 176. While Defendants did not hack into Path Net's servers or steal its confidential
9 information, Defendant Roosen authorized, directed, or otherwise encouraged Gervais to do so.

10 177. By doing do, Roosen has ratified Gervais' wrongful conduct constituting
11 misappropriation of Path Net's trade secrets.

12 178. Defendants knew Path Net's trade secrets were acquired by improper means.

13 179. In fact, despite this knowledge, Defendants paid Gervais in order to access the
14 stolen confidential information.

15 180. Upon information and belief, Defendants used Path Net's trade secrets to gain a
16 competitive advantage in the marketplace.

17 181. Upon information and belief, one of the uses of Path Net's trade secrets was an
18 attempted extortion, wherein the ransom price was set at \$800,000.

19 182. Upon information and belief, Defendants continue to use Path Net's trade secrets.

20 183. Defendants' misappropriation was willful and malicious.

21 184. Plaintiffs were damaged in an amount to be proved at trial as a result of their loss
22 of customers and their confidential information and processes.

23 185. At all times relevant to this matter, Defendants acted willfully and maliciously,
24 intentionally disregarding Plaintiffs' rights, warranting an award of exemplary damages. A.R.S.
25 § 44-403.

SEVENTH CLAIM FOR RELIEF

**Civil Conspiracy
(Against all Defendants)**

224. Plaintiffs reallege and incorporate by reference all of the matters set forth in the preceding paragraphs of this Complaint as if fully set forth herein.

225. At all relevant times herein, upon information and belief, Defendants acted in concert with Gervais to hack into and steal Path Net’s confidential and sensitive information.

226. Upon information and belief, Defendants entered into an agreement with each other and Gervais to hack into Path Net’s networks, abscond with confidential and sensitive information, and ultimately purchase the stolen data from Gervais to the benefit of Defendants and to the detriment of Plaintiffs.

227. Alternatively, at minimum, Defendants knowingly agreed to and participated in a common plan and scheme to commit intentional and unlawful acts, including the tortious conduct alleged herein.

228. In furtherance of the conspiracy, Defendants each committed overt acts and knowingly assisted, encouraged, directed, or ratified the tortious conduct of their co-conspirators (Gervais), with the intent to benefit from the unlawful scheme.

229. By way of example, when Defendants decided to purchase the stolen data from Gervais, they ratified, supported, or otherwise encouraged his tortious behavior.

230. At all relevant times herein, upon information and belief, Defendants acted in concert with Gervais to hack into and steal Path Net’s confidential and sensitive information.

231. Plaintiffs have suffered damages as a direct result of Defendants and Gervais’ conspiracy in an amount to be determined at trial.

232. Under Arizona law, each participant in a civil conspiracy is liable for all acts committed by every other conspirator in furtherance of the conspiracy, regardless of whether a particular defendant/co-conspirator committed each underlying act. *See* A.R.S. § 12-2506(D).

- 1 a. Constituted a breach of his fiduciary duties owed to Path Net;
- 2 b. Constituted a breach of his contractual obligations to Path Net;
- 3 c. Constituted misappropriation of confidential, proprietary information of Path Net;
- 4 d. Interfered with Path Net's contractual relations and prospective business
- 5 advantage;
- 6 e. Converted Path Net's property; and
- 7 f. Was involved in the attempted extortion of Path Net.

8 240. Defendants substantially assisted or encouraged Gervais to:

- 9 a. Breach his fiduciary duties owed to Path Net;
- 10 b. Breach his contractual obligations to Path Net;
- 11 c. Misappropriate Path Net's confidential, proprietary information;
- 12 d. Interfere with Path Net's contracts;
- 13 e. Interfere with Path Net's contractual relations and prospective business advantage;
- 14 f. Convert Path Net's property; and
- 15 g. Attempt to extort Path Net.

16 241. Under Arizona law, a defendant who knowingly provides substantial assistance or
17 encouragement to another in the commission of a tort is liable as a tortfeasor for the resulting
18 harm.

19 242. Because Defendants' liability arises from intentional participation in and
20 substantial assistance of Gervais' tortious conduct, Defendants acted in concert with each other,
21 and him, and are *jointly and severally* liable to Plaintiffs for all of the damages caused by the
22 underlying torts, regardless of whether Defendants personally committed each act.

23 243. As a result, Defendants may not avoid or reduce their liability by attempting to
24 attribute fault or damages to non-parties, absent actors, or co-conspirators, as Arizona law
25 imposes full liability on each Defendant, independently of one another, for the harm caused by
26 their collective conduct.

1 E. For an award of reasonable attorneys' fees incurred in this action pursuant to
2 applicable law, including but not limited to A.R.S. § 44-404 and A.R.S. § 13-2314.04, and any
3 other applicable statutory, contractual, or equitable basis;

4 F. For an award of taxable and non-taxable costs incurred herein pursuant to
5 applicable law, including but not limited to A.R.S. § 44-404 and A.R.S. § 13-2314.04, and any
6 other applicable statutory, contractual, or equitable basis;

7 G. For pre-judgment and post-judgment interest at the maximum rate allowed by law;

8 H. For such other and further legal or equitable relief as the Court deems just and
9 proper.

10
11 **RESPECTFULLY SUBMITTED** this 16th day of December, 2025.

12
13
14 **ROSE LAW GROUP pc**

15 /s/ Ryan T. Bradway
16 Thomas A. Gilson
17 Ryan T. Bradway
18 7144 E. Stetson Drive, Suite 300
19 Scottsdale, Arizona 85251
20 *Attorneys for Plaintiff*
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ORIGINAL of the foregoing e-filed with AZ Turbo Court this 16th day of December, 2025.

Clerk of the Court
MARICOPA COUNTY SUPERIOR COURT

COPY of the foregoing e-served via AZ Turbo Court this same day upon:

MARICOPA COUNTY SUPERIOR COURT

By: Esperanza Quintana