

IN THE COURT OF COMMON PLEAS
LICKING COUNTY, OHIO

TREBEL, LLC,	:	
	:	
Plaintiff,	:	2025-CV-01750
	:	Case No. _____
	:	
v.	:	
	:	Branstool, David
	:	JUDGE _____
ETNA TOWNSHIP,	:	
C/O ETNA TOWNSHIP TRUSTEES, et al.	:	
Defendants.	:	
	:	
	:	

**PLAINTIFF TREBEL, LLC’S MOTION FOR
TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

Pursuant to Rule 65 of the Ohio Rules of Civil Procedure, Plaintiff Trebel, LLC (“Trebel”), moves the Court for a temporary restraining order and preliminary injunction to order Defendants Mark Evans (“Defendant Evans”) and Etna Township (“Defendant Township” or “Township”) (collectively, referred to as “Defendants”) to: (i) remove existing false and disparaging statements regarding Trebel from its social media posts to the internet and/or its websites; (ii) prevent and prohibit Defendants from continuing to make further false and disparaging verbal and written statements that harm Trebel and violate Ohio law; (iii) cease disclosing and disseminating Trebel’s confidential and proprietary information; (iv) cease interfering with Trebel’s business relationships and opportunities; and (v) prevent and prohibit Defendants from continuing to engage in a scheme of deceptive practices to harm Trebel, its business operations and reputation, and its goodwill.

Trebel is the exclusive energy consultant and agent for Defendant Township and is responsible for managing the 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 and continuing to present, Defendant Evans and Defendant Township (operating under Defendant Evans' direction or instruction) have engaged in actions that defame Trebel, irreparably harm Trebel's reputation, interfere with its business and contractual relationships, and misappropriate Trebel's trade secrets in violation of Ohio law. Despite serving Defendants with a cease and desist letter on July 1, 2025, recent publications on the Defendant Township's website (presumably by Defendant Evans) and Defendant Evans' social media show that Defendants continue to defame Trebel, interfere with Trebel's business relationships, misappropriate Trebel's trade secrets, and engage in deceptive practices. 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.

The requested temporary restraining order and preliminary injunction would order Defendants to remove misappropriated trade secrets and defamatory statements from the internet and enjoin Defendants from further misappropriating, using, or disclosing Trebel's trade secrets, making or publishing further defamatory statements, interfering with Trebel's business and contractual relationships and engaging in deceptive practices. The grounds supporting the Motion are provided in the accompanying Memorandum in Support and the Verified Complaint filed simultaneously herewith. A proposed Order is also submitted with this Motion.

Respectfully submitted,

/s/ Kimberly W. Bojko

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MEMORANDUM IN SUPPORT

I. Factual Background.

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. Complaint, ¶5. Defendant Mark Evans is an individual being sued in his individual capacity and official capacity as a Trustee of Etna Township, Licking County, Ohio. Complaint, ¶8. In 2015, 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. Complaint, ¶6. 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. Complaint, ¶6. These certifications authorize Defendant Township to provide competitive retail electric and natural gas Governmental Aggregator services within the State of Ohio. Complaint, ¶6.

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. Complaint, ¶28. During this time, the Aggregation Programs' electric program alone delivered approximately \$4 million in combined savings to the Township's residents participating in the Aggregation Programs compared to AEP Ohio's default supply also known as its Standard Service Offer or SSO. Complaint, ¶28.

Nonetheless, Defendant Township and Defendant Evans have engaged, and continue to engage, in actions and deceptive practices that defame Trebel, harm Trebel's reputation, interfere with its business and contractual relationships, and misappropriate Trebel's trade secrets in violation of Ohio law.

A. Defendant Township entered into an Energy Management Agreement with Trebel in 2014.

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. Complaint, ¶10. 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. Complaint, ¶11. 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. Complaint, ¶12.

As the exclusive energy consultant, pursuant to the 2014 EMA, Trebel assisted Defendant Township in creating, conducting, implementing, and managing a governmental aggregation program. Complaint, ¶11.

1. Section 11 of the 2014 EMA required Defendants to maintain the confidentiality of the EMA and other information deemed to be proprietary.

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. Complaint, ¶15. Despite being obligated to hold the EMA and Trebel’s proprietary information in strict confidence, on August 1, 2022, Defendant Evans emailed a copy of the confidential draft of Proposed 2023 Energy Management and Consulting Agreement (“Proposed 2023 EMA”) 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.” Complaint, ¶35. While the parties were discussing the Proposed 2023 EMA, the 2014 EMA was still in effect and governed the conduct of the parties. Complaint, ¶37.

On August 2, 2022, in response to Defendant Township’s request, 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. Complaint, ¶40. That same day, Defendant Evans again violated Section 11 of the 2014 EMA by emailing the 2014 EMA to a direct competitor of Trebel, without redacting the confidential and proprietary terms and conditions. Complaint, ¶41. Defendant Evans also emailed Mr. Burkholder the 2014 EMA provided by Trebel, again without redacting the confidential and proprietary terms and conditions. Complaint, ¶42. At that time, Mr. Burkholder was a private citizen and prospective trustee and was not authorized to receive Trebel’s confidential and proprietary information. Complaint, ¶42. Defendant Evans then disclosed the amount of Trebel’s confidential consulting fees to the public during the August 2, 2022 and October 4, 2022 Defendant Township Board of Trustees public meetings. Complaint, ¶¶44, 46. Finally, Defendant Evans once again provided confidential documents to third parties in contravention of Section 11 of the 2014 EMA, on October 5, 2022, when Defendant Evans emailed the 2014 EMA and the confidential draft of the Proposed 2023 EMA to Licking County Commissioner Tim Bubb and a representative of the County Commissioner’s Association of Ohio without redacting the confidential and proprietary information from these agreements. Complaint, ¶48.

2. Section 3 of the 2014 EMA required Defendants to work cooperatively and exclusively with Trebel and timely provide information requested by Trebel.

Section 3 of the 2014 EMA provided that Trebel had the exclusive right to assist the Defendant Township in creating, conducting, implementing, and managing a governmental aggregation program and obligates Defendant Township to work cooperatively, timely share information, and work exclusively with Trebel. Complaint, ¶14. On several occasions, Defendants failed to work cooperatively and exclusively with Trebel by posting false and disparaging statements regarding the governmental aggregation program on the internet and engaging with Trebel's competitors. Following the October 4, 2022 Defendant Township Board of Trustees public meeting, Defendant Evans posted a video of the meeting to his Township Trustee Facebook account and to 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.)" Complaint, ¶47. Following the February 21, 2023 Defendant Township Board of Trustees public meeting, Defendant Evans posted a video of the meeting to his Township Trustee Facebook account and to 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. Complaint, ¶52.

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. Complaint, ¶55. Ahead of this meeting, Defendant Evans posted on his Township Trustee Facebook account a post disparaging the proposed contract with Trebel and claiming "This is malfeasance that will cost the residents." Complaint, ¶54. During discussion of the confidential draft of the Proposed

2023 EMA, Letter of Authorization, and electric and natural gas supply agreements at the March 7, 2023 Defendant Township Board of Trustees public meeting, 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. Complaint, ¶55. 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.” Complaint, ¶55. As a direct and proximate result of Defendants’ actions, Trebel has suffered damages, including but not limited to lost revenue, lost business opportunities, and harm to its commercial relationships. Complaint, ¶¶118-120, 131, 137, and 145.

B. Defendant Township entered into a new Energy Management Agreement with Trebel in 2023.

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 the 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. Complaint, ¶33. On November 1, 2022, Trebel presented to the Defendant Township Board of Trustees public meeting and advised the Defendant Township that market conditions were such that the Defendant Township should consider new electric and natural gas supply agreements. Complaint, ¶50. On February 21, 2023, Trebel presented to the Defendant Township Board of Trustees the 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. Complaint, ¶51. At this public meeting, Defendant Evans not only attempted to disclose Trebel's confidential and proprietary fees, he also misrepresented the amount of Trebel's fees as compared to other governmental aggregation brokers and misrepresented Trebel's business practices. Complaint, ¶51. Despite all of the disparaging and false comments made by Defendant Evans, on March 9, 2023, the Defendant Township Board of Trustees voted to approve the Proposed 2023 EMA, Letter of Authorization, and electric and natural gas supply agreements and the agreements were executed. Complaint, ¶¶56-57.

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. Complaint, ¶58. Pursuant to the 2023 EMA, and over the objections of Defendant Evans, Defendant Township appointed Trebel as Defendant Township's exclusive energy consultant and agent, and Trebel retains exclusive rights to perform energy-related services as described in the EMA. Complaint, ¶59.

1. Section 11 of the 2023 EMA requires Defendants to maintain the confidentiality of the 2023 EMA and other information deemed to be proprietary.

Section 11 of the 2023 EMA states that the 2023 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 2023 EMA unless required to be disclosed by applicable federal, state, and local laws. Complaint, ¶63. 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." Complaint, ¶97. This presentation was also posted on Defendant Evans' Township Trustee Facebook page, the

“Etna Community” Facebook page, and the “Keep Etna Rural” Facebook pages and, upon information and belief, remains posted on these Facebook pages. Complaint, ¶98. In this publication, Defendants publicly disclose Trebel’s confidential trade secrets regarding Trebel’s program structure in violation of Section 11 of the 2023 EMA, which required Defendant Township to hold information deemed proprietary in strict confidence. Complaint, ¶99.

2. Section 3 of the 2023 EMA requires Defendants to work cooperatively and exclusively with Trebel and timely provide information requested by Trebel.

Generally speaking, Section 3 of the 2023 EMA provides that Trebel has the exclusive right to assist the Defendant Township in creating, conducting, implementing, and managing a governmental aggregation program and obligates Defendant Township to work cooperatively and exclusively with Trebel. Complaint, ¶60. Defendant Township also agreed in Section 3 of the 2023 EMA to timely provide the information requested by Trebel to perform services. Complaint, ¶61. On several occasions, Defendants failed to work cooperatively and exclusively with Trebel by making false and disparaging statements regarding the Aggregation Program during public meetings and on the internet, encouraging residents to opt out of the Aggregation Program during public meetings and on the internet, and repeatedly ignoring Trebel’s requests to meet and discuss the Aggregation Program.

In direct contravention to the 2023 EMA, on April 17, 2023, Defendant Evans posted to his Township Trustee Facebook page instructions regarding how to opt-out of the Aggregation Program. Complaint, ¶65. In this post, Defendant Evans made the following false and misleading statement “...you are paying the price in increased rates or your time to choose your own supplier.” Complaint, ¶65. When Defendant Evans made the statement that residents were “paying the price in increased rates or your time to choose your own supplier” he knew this

statement was false or he made the statement with reckless or negligent disregard to whether the statement was true. Complaint, ¶66.

In direct contravention to the 2023 EMA, on June 1, 2023, Defendant Evans again posted to his Township Trustee Facebook page encouraging residents to opt-out of the Aggregation Programs and made the false statement 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.” Complaint, ¶67. When Defendant Evans made this statement, 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. Complaint, ¶69. In direct contravention to the 2023 EMA, on February 14, 2024, Defendant Evans posted to his 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 options and stated “it’s again unfortunate the prior board didn’t select the lower rate aggregator but at least individual residents have an option.” Complaint, ¶69. 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. Complaint, ¶70.

From January 2024 to present, Trebel has made consistent efforts to work cooperatively with Defendant Township and fulfill its contractual responsibilities. Complaint, ¶76. This has included providing access to Aggregation Programs records, requesting opportunities to present the program’s performance to the Board, and submitting proposed pricing for a potential renewal period for electric supply for the Aggregation Program covering May 2025 through May 2026, along with options for other program terms and products. Complaint, ¶76. Trebel encouraged Defendant Township to participate in ongoing dialogue to ensure a competitive renewal of the

energy supply for the Township's Aggregation Programs before the electric and natural gas supply contracts expired. Complaint, ¶77.

Between March 20, 2024 and February 11, 2025, Trebel attempted to meet with the Defendant Township Board of Trustees to familiarize Defendant Township with the Aggregation Programs, share Trebel's savings analysis for the Aggregation Programs, and discuss electric and natural gas supply contract renewals. Complaint, ¶78. Trebel sent no less than 23 emails to Defendant Township requesting time to meet with the Trustees and the Township Administrator and provided responsive information to the Defendant Township at its requests, including copies of the confidential 2023 EMA. Complaint, ¶79.

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 with Dynegy and Symmetry through broker Aspen Energy as presented for an 18-month term. The Motion unanimously carried. Complaint, ¶80. This action removed Defendant Township owned buildings and streetlights from the Aggregation Programs Complaint, ¶80. During this public meeting, Defendant Evans again violated the 2023 EMA by stating: "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. Complaint, ¶80. 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. Complaint, ¶80. Aware that the existing natural gas and electric supply agreements were set to expire in April and May 2025, respectively, unless extended or replaced, Trebel continued to monitor energy market conditions on the Defendant Township's behalf. Complaint, ¶81. During this time, Trebel repeatedly

requested opportunities to speak at Defendant Township’s Board of Trustees meetings to present alternative options. Complaint, ¶81.

After meeting with Defendant Evans in late February 2025, Trebel provided competitive pricing to continue the Aggregation Programs, including providing competitive proposals from suppliers for rates for both 12-month and 15-month terms, as by Defendant Township requested. Complaint, ¶82. The Defendant Township discussed the confidential pricing provided by Trebel at the Defendant Township Board of Trustees public meeting on March 4, 2025 and did not act on the proposal. Complaint, ¶83. During this conversation, 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.” Complaint, ¶83. 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. Complaint, ¶83. At this meeting, Defendant Evans was directed by Trustee Burkholder to work with the Licking County Prosecuting Attorney regarding the Aggregation Programs and its contracts. Complaint, ¶83.

Defendants Township and Evans did not work with Trebel to renew the Aggregation Programs’ electric and natural gas supply agreements to serve participating Township residents before these agreements expired. Complaint, ¶84. 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). Complaint, ¶84.

On May 7, 2025, Trebel representatives attended the Defendant Township Board of Trustees public meeting to discuss the Aggregation Programs and program renewals. Complaint,

¶85. Trebel attended the public meeting with the understanding that the Aggregation Programs would be on the meeting agenda. However, upon arrival, Trustee Burkholder informed Trebel representatives that the Aggregation Programs had not been added to the agenda. Complaint, ¶85. During that public meeting, Defendant Evans made false statements that Trebel had not complied with the Township's records requests and the request to review documents related to Trebel's performance under the 2023 EMA. Complaint, ¶87. Defendant Evans was aware this statement was false and the false nature of the statements by Trustee Evans was admitted 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." Complaint, ¶88.

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 Trustee 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." Complaint, ¶89. Defendants were aware of the false nature of these statements when they were made. Complaint, ¶90.

When faced with resident questions regarding the status of the aggregation's electricity supply contract, Defendant Evans said 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." Complaint, ¶91. Contrary to Defendant Evans' assertion, the Defendant Township was not eligible to enroll in the County program. Complaint, ¶92. Defendant Evans was aware that the time these statements were made that his statements were false. Complaint, ¶92. Defendant Evans was also aware that the Aggregation Programs were saving residents money compared to the utility's default supply or made these statements with reckless or negligent disregard to whether the statements were true. Complaint, ¶93.

At the May 20, 2025 Defendant Township Board of Trustees public meeting, Defendant Evans made statements suggesting it was Trebel's responsibility to mail a notice to the Aggregation Programs' participants informing them of the expiration of existing natural gas and electric supply agreements. Complaint, ¶94. 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. Complaint, ¶95.

Following the May 20, 2025 Defendant Township Board of Trustees public meeting, Defendant Township added a presentation to its website, <https://www.etnatownship.com>, titled, Etna Township Electric and Gas Aggregation Important Information. Complaint, ¶97. Upon information and belief, this presentation was also posted on Defendant Evans' Township Trustee Facebook page, the "Etna Community" Facebook page, and the "Keep Etna Rural" Facebook

pages and remains posted. Complaint, ¶98. In this publication, the Defendants 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 to rates offered at different points in time with different terms and conditions. Complaint, ¶99. When Defendants made these statements, they were either aware that the statements were false or made the statements with reckless or negligent disregard to whether the statements were true. Complaint, ¶100. Defendants Township and Evans knowingly published this outdated supplier pricing information claiming it to be current. Complaint, ¶101.

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 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.” Complaint, ¶106. When Defendant Evans made these false and disparaging statements, he was either aware that the Aggregation Programs’ natural gas and electric supply contracts had expired and that these statements were false or made these statements with reckless or negligent disregard to whether the statements were true. Complaint, ¶107. 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. Complaint, ¶107.

On September 19, 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. Complaint, ¶109. 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.

As a direct and proximate result of the Defendants’ actions, Trebel has suffered damages, including but not limited to lost revenue, lost business opportunities, and harm to its commercial relationships. Complaint, ¶¶118-120, 131, 137, and 145.

C. Defendants published false statements regarding Trebel and the Aggregation Programs.

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 and posted to social media websites including, but not limited to, the YouTube Channel “Etna Township Residents.” Complaint, ¶113.

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 official Township website, <https://etnatownship.com>, titled “Etna Township Electric and Gas Aggregation Important Information” containing false and disparaging information regarding the Aggregation Programs and Trebel. Complaint, ¶114. This presentation was also posted on Defendant Evans’ Township Trustee Facebook page, the “Etna Community” Facebook page, and the “Keep Etna Rural” Facebook pages and, upon information and belief, remains posted on these Facebook pages. Complaint, ¶114.

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 when Defendant Evans published false and disparaging information regarding the Aggregation Programs and Trebel on his Township Trustee Facebook page. Complaint, ¶115.

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. Complaint, ¶117. These publications of false information by Defendants Township and Evans 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. Complaint, ¶116. Absent participation in the Aggregation Programs, the Township residents enrolled in the Aggregation Programs would have received their electric and natural gas supply service through the distribution utility’s default supply or another supplier. Complaint, ¶27.

Trebel presented the Aggregation Programs savings to the Defendant Township Board of Trustees on several occasions, including July 19, 2022, August 2, 2022, and May 7, 2025. Complaint, ¶¶ 34, 43, 86. Defendants were aware or should have been aware that the Aggregation Programs were saving Township residents money when they made false statements

regarding program price and/or program savings. Complaint, ¶¶ 66, 70, 93. Defendant Evans was also aware that his statement that Trebel had not compiled with records requests was false at the time he made it on May 7, 2025. Complaint, Complaint, ¶88. Additionally, in May 2025 the Defendants knowingly published outdated supplier information from February 2025 claiming it to be current in the presentation titled “Etna Township Electric and Gas Aggregation Important Information” published to Defendant Township’s website and various Facebook pages. Complaint, Complaint, ¶101. Defendants Township and Evans knowingly compared this outdated supplier information to market rates without disclosing all of the terms and conditions of the supply offered. Complaint, ¶102.

The false statements published by Defendants Township and Evans have caused reputational and financial harm to Trebel. Complaint, ¶119. The direct and proximate result of Defendants’ false statements regarding the 2023 EMA is that the electric and natural gas supply agreements between Defendant Township and energy suppliers have not been renewed. Complaint, ¶118. As a direct and proximate result, Trebel has suffered and will continue to suffer damages, including loss of business revenue, loss of clients and contracts, diminished reputation in the marketplace, and harm to its professional relationships and goodwill. Complaint, ¶118. The false statements have also caused existing and potential customers to question Trebel’s integrity and reliability, resulting in measurable economic losses. Complaint, ¶¶118. These damages continue to accrue and have materially impaired Trebel’s ability to conduct business. Complaint, ¶118.

D. Defendants disclosed Trebel’s trade secrets to Trebel’s competitors, the public, governmental entities, and private citizens.

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. Complaint, ¶124. 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. Complaint, ¶125. 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. Complaint, ¶126.

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. Complaint, ¶127. Despite being informed of the confidentiality of Trebel's trade secrets, Defendants disclosed confidential draft documents and executed agreements to Trebel's competitors, the public, governmental entities, and private citizens 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. Complaint, ¶128. Defendants' disclosure of confidential draft documents and executed agreements undercut Trebel and its negotiations with communities throughout Ohio, and provided and continues to provide an undue competitive advantage to Trebel's competitors while Trebel remains uninformed about the contents and methods used by competitors to develop competing offers. Complaint, ¶129. Defendants knowingly and willfully misappropriated Trebel's trade secrets. Complaint, ¶130. Trebel has suffered damages, including loss of competitive advantage, profits, and business reputation as a result of

Defendants' misappropriation of these trade secrets. Complaint, ¶131.

E. Defendant Evans interfered with Trebel's valid contract with the Township and its valid contracts with over 100 active government aggregation programs.

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. Complaint, ¶135. 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. Complaint, ¶136.

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 Evan's conduct caused Defendant Township not to renew the Aggregation Programs' electric and natural gas supply contracts, resulting in measurable financial harm and a negative impact on Trebel's ability to maintain and grow its commercial operations. Complaint, ¶137. Trebel 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. Complaint, ¶139.

F. Defendants disparaged the services and business of Trebel by false representation of fact.

Defendants Township and Evans disparaged the services and business of Trebel by knowingly making false representations of fact 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 and posted to social media websites, including, but not limited to, the YouTube Channel “Etna Township Residents” and by publishing a presentation to the official Township website and various Facebook sites titled “Etna Township Electric and Gas Aggregation Important Information,” containing false and disparaging information regarding the Aggregation Programs and Trebel. Complaint, ¶¶142-143. Defendant Evans, acting in either his individual or official capacity, also 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 Trebel on his Township Trustee Facebook page. Complaint, ¶144.

As a direct and proximate result of Defendants’ conduct, Trebel has suffered significant damages. These include loss of sales, diversion of customers, harm to business reputation, and diminished goodwill. Complaint, ¶145. 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. Complaint, ¶145.

II. Standard For Temporary Restraining Order/Preliminary Injunction.

Ohio courts recognize that the purpose of injunctive relief “is to preserve the status quo of the parties pending final adjudication of the case upon the merits.” *Yudin v. Knight Indus.*

Corp. 109 Ohio App. 3d 437, 439 (6th Dist. 1996). Courts analyze four factors to determine whether to issue a temporary restraining order or preliminary injunction:

- (1) whether the plaintiff has shown a strong or substantial likelihood or probability of success on the merits;
- (2) whether the plaintiff has shown that irreparable injury will result if the injunction is not granted;
- (3) whether issuance of an injunction would cause substantial harm to others; and
- (4) whether an injunction would serve the public interest.

See Cleveland v. Cleveland Elec. Illuminating Co., 115 Ohio App. 3d 1, 12, 684 N.E. 2d 343 (8th Dist. 1996). In considering whether interim injunctive relief is appropriate, “no one factor is dispositive,” but rather, the “four factors must be balanced . . . with the ‘flexibility which traditionally has characterized the law of equity.’” *Id.* at 14, *quoting Friendship Materials, Inc. v. Michigan Brick, Inc.*, 679 F.2d 100, 105 (6th Cir. 1982). Here, Trebel satisfies this standard.

III. Trebel Has Established A Strong Or Substantial Likelihood Of Probability Of Success On The Merits.

A. Defendants Township and Evans Defamed Trebel by Slander and Libel.

Trebel has established a strong or substantial likelihood of success of the merits on its defamation claims. The elements of a defamation action, whether slander or libel, are (1) the defendant made a false statement of fact, (2) the false statement was defamatory, (3) the false defamatory statement was published, (4) the plaintiff was injured, and (5) the defendant acted with the required degree of fault. *Celebrezze v. Dayton Newspapers, Inc.*, 41 Ohio App.3d 343, 346–347 (8th Dist. 1988). Defamation can be in the form of either slander or libel. *Matikas v. Univ. of Dayton*, 2003-Ohio-1852, ¶ 27 (2nd Dist.). Slander generally refers to spoken defamatory words while libel refers to written or printed defamatory words. *Lawson v. AK Steel Corp.*, 121 Ohio App.3d 251, 256 (12th Dist. 1997).

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 Defendant Township Board of Trustees public meetings and posted to social media websites including, but not limited to, the YouTube Channel “Etna Township Residents.” Complaint, ¶113. Defendants Township and Evans also published in writing false information about Trebel on several occasions, including but not limited to, publishing a presentation to the official Township website, <https://etnatownship.com>, titled “Etna Township Electric and Gas Aggregation Important Information” that contained false information regarding the Aggregation Programs and Trebel. Complaint, ¶114. This presentation was also posted on Defendant Evans’ Township Trustee Facebook page, the “Etna Community” Facebook page, and the “Keep Etna Rural” Facebook pages and, upon information and belief, remains posted on these Facebook pages. Complaint, ¶114. Defendant Evans, acting in either his individual or official capacity, also 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 information regarding the Aggregation Programs and Trebel on his Township Trustee Facebook page. Complaint, ¶115. The false statements were knowingly published by Defendants Township and Evans to third parties and the public via Facebook, YouTube, the Defendant Township’s website, and other social media. Complaint, ¶117.

These publications of false information by Defendants Township and Evans 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. Complaint, ¶116. Absent participation in the

Aggregation Programs, the customers enrolled in the programs would have otherwise received their electric and natural gas supply or another supplier. Complaint, ¶27. Trebel presented to the Defendant Township Board of Trustees regarding the Aggregation Programs' performance and savings on several occasions, including July 19, 2022, August 2, 2022, and May 7, 2025. Complaint, ¶¶ 34, 43, 86. Defendants were aware that the Aggregation Programs were saving residents money compared to the distribution utility's default supply. Complaint, ¶¶ 66, 70, 93. Defendant Evans also was aware that his statement that Trebel had not complied with records requests was false at the time he made it on May 7, 2025. Complaint, ¶88. The Defendants further knowingly published outdated supplier information claiming it to be current in the presentation titled "Etna Township Electric and Gas Aggregation Important Information" published to Defendant Township's website and various Facebook pages. Complaint, ¶¶99-101. Defendants Township and Evans knowingly compared this outdated supplier information without disclosing all of the terms and conditions of the supply offered. Complaint, ¶102.

The false statements published by Defendants Township and Evans have caused reputational and financial harm to Trebel. Complaint, ¶119. 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 suppliers have not been renewed. Complaint, ¶118.

As such, Trebel damages 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. Complaint, ¶118. 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. Complaint, ¶120. In addition, Trebel is also entitled to immediate, preliminary, and permanent injunctive relief

against Defendants prohibiting Defendants from continuing to public 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. Complaint, ¶121.

Through these allegations, Trebel has demonstrated a strong or substantial likelihood of success on the merits of this claim.

B. Defendants Township and Evans Misappropriated Trebel's Trade Secrets.

To prevail on a misappropriation of trade secrets claim under Ohio law, Trebel must prove (1) the existence of a trade secret; (2) acquisition of the trade secret as a result of a confidential relationship or through improper means; and (3) an unauthorized use of the trade secret. *Novus Grp., LLC v. Prudential Fin., Inc.*, 74 F.4th 424, 427-28 (6th Cir. 2023) (citing *Tomaydo-Tomahhdo L.L.C. v. Vozary*, 2017-Ohio-4292, 82 N.E.3d 1180, 1184 (Ohio Ct. App. 2017)). R.C. 1333.61(D) defines trade secrets as “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.”

There are six factors which a court analyzes when considering a trade secret claim: (1) the extent to which the information is known outside the business; (2) the extent to which it is known to those inside the business, i.e. by employees; (3) the precautions taken by the holder of the trade secret to guard the secrecy of the information; (4) the savings effected and the value to the holder in having the information as against competitors; (5) the amount of effort or money expended in obtaining and developing the information; and (6) the amount of time and expense it

would take for others to acquire and duplicate the information. *State ex rel. Besser v. Ohio State Univ.*, 89 Ohio St.3d 396, 399 (2000). In *Ohio Consumers' Counsel v. Pub. Util. Comm.*, 121 Ohio St. 3d 362, 369 (2009), the Supreme Court of Ohio reviewed energy contracts between a competitive retail electric service provider and large customers and found that the financial considerations in each contract, price of generation specified in each contract, and volume of generation covered by each contract were trade secrets because the independent economic value of this material allows the contracting parties to run their businesses more economically and to compete more effectively.

Trebel has pleaded sufficient facts to demonstrate a strong or substantial likelihood of success on the merits of its claims for misappropriation of trade secrets. Trebel has developed proprietary contracting methodologies, including but not limited to the form, term, costs, commodity pricing and formula, and energy product of the Aggregation Program and 2014 and 2023 EMA agreements. Just as in *Ohio Consumers' Counsel v. Pub. Util. Comm.*, these materials have independent economic value from not being generally known or readily ascertainable to competitors in the energy and utility industry. Complaint, ¶124. Trebel has made great effort to keep its contracting methodologies, including but not limited to pricing calculations and consulting fees secret. Complaint, ¶125. Trebel repeatedly informed Defendants Township and Evans that its draft and executed contracts and other information are confidential trade secrets protected by Ohio law. Complaint, ¶126.

Defendants acquired Trebel's trade secrets as the result of the confidential relationship set forth in Section 11 of the 2014 EMA and 2023 EMA. Complaint, ¶127. Despite being informed of the confidentiality of Trebel's trade secrets, Defendants knowingly and purposefully 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 to benefit Trebel's competitors at the expense of Trebel by providing Trebel's competitors with economic value and an undue competitive advantage by affording the competitors the opportunity to ascertain the terms of Trebel's consulting agreements and proposed aggregation program(s), including the form, term, cost, commodity pricing and formula, and energy product of the programs and agreements. Complaint, ¶128. 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 provided and continues to provide an undue competitive advantage to Trebel's competitors while Trebel remains uninformed about the contents of competing offers. Complaint, ¶129. Defendants knowingly and willfully misappropriated Trebel's trade secrets. Complaint, ¶130. 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. Complaint, ¶131.

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. Complaint, ¶132.

Through these allegations, Trebel has demonstrated a strong or substantial likelihood of success on the merits of this claim.

C. Defendant Evans Tortiously Interfered with Trebel's Business Relationships.

Under Ohio law, “[t]he tort of interference with a business relationship occurs when (1) a person, (2) without a privilege to do so, (3) induces or otherwise purposely causes a third person, (4) not to enter into or continue a business relationship with another.” *Harris v. Bornhorst*, 513 F.3d 503, 523 (6th Cir. 2008) (citing *McConnell v. Hunt Sports Enters.*, 132 Ohio App.3d 657, 725 N.E.2d 1193, 1216 (Ohio Ct.App.1999)).

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. Complaint, ¶135. Defendant Evans knew of these relationships, the contract with Defendant Township, and the contracts with other townships, counties, and municipalities throughout Ohio when, acting in either his individual or official capacity, he intentionally interfered with these contracts and relationships by disparaging Trebel and disclosing confidential and proprietary information that he received in his official capacity as a Township Trustee to direct competitors of Trebel, private citizens, and governmental entities. Complaint, ¶136. As a result of Defendant Evans’ actions, Trebel has suffered damages including loss of business and income resulting from the Defendant Townships’ decision not to renew the 2023 EMA and the Aggregation Programs’ supply contracts, as well as harm from the disclosure of Trebel’s confidential, proprietary information to direct competitors. Complaint, ¶137.

Trebel 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. Complaint, ¶¶138-139. Through

these allegations, Trebel has demonstrated a strong or substantial likelihood of success on the merits of this claim.

D. Defendants Township and Evans violated the Ohio Deceptive Trade Practices Act.

Trebel has established a strong or substantial likelihood of success of the merits on its Deceptive Trade Practice claims. Under the Ohio's Deceptive Trade Practices Act (ODTPA), codified at R.C. 4165.01 *et seq.*, a claim brought pursuant to R.C. 4165.02(A)(10) requires showing that a person has (1) disparaged the goods, services, or business of another (2) by false representation of fact. In contrast, to a claim of defamation, in which the false statement disparages a person's integrity, ODTPA commercial disparagement claims involve statements made in the course of a person's business or occupation that directly target the quality of goods, services or the business of another. *AIX Specialty Ins. Co. v. Big Limo, Inc.*, 547 F.Supp.3d 757, 765 (S.D. Ohio 2021) (citing *White Mule Co. v. ATC Leasing Co., LLC*, 540 F. Supp.2d 869, 895 (N.D. Ohio 2008) (citations omitted)).

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 in the course of Township business. 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 the Defendant Township Board of Trustees public meetings. Complaint, ¶142.

Defendants Township and Evans also published in writing false information about Trebel on several occasions, including but not limited to, publishing a presentation to the official Township website and various Facebook pages titled "Etna Township Electric and Gas

Aggregation Important Information,” which contained false and disparaging information regarding the Aggregation Programs and Trebel. Complaint, ¶143. This presentation was also posted on Defendant Evans’ Township Trustee Facebook page, the “Etna Community” Facebook page, and the “Keep Etna Rural” Facebook pages and, upon information and belief, remains posted on these Facebook pages. Complaint, ¶143. 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 Trebel on his Township Trustee Facebook page. Complaint, ¶144. The conduct by the Defendants has caused actual harm and a likelihood of further irreparable injury in the form of lost business from Defendant Township and other communities in Ohio. Complaint, ¶145. Pursuant to R.C. 4165.3(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. Complaint, ¶146. Through these allegations, Trebel has demonstrated a strong or substantial likelihood of success on the merits of this claim.

IV. Trebel Will Suffer Irreparable Injury If An Injunction Is Not Issued.

Trebel will suffer irreparable injury if an injunction is not issued. A plaintiff’s harm from the denial of a preliminary injunction is irreparable if it is not fully compensable by monetary damages. *Overstreet v. Lexington-Fayette Urb. City. Gov’t*, 305 F.3d 566, 578 (6th Cir. 2002). [A]n injury is not fully compensable by money damages if the nature of the plaintiff’s loss would make the damages damage to calculate. *Basicomputer Corp. v. Scott*, 973 F.2d 507, 511 (6th Cir. 1992). Further, the loss of customer goodwill is irreparable. *Hall v. Edgewood Partners Ins.*

Ctr., Inc., 878 F.3d 524, 530 (6th Cir. 2017). Trebel suffers continuing harm from the continual publication of false and disparaging statements by Defendants that remain online—having a continuing impact on its reputation and goodwill development in Ohio communities throughout the State. The risk of harm to Trebel’s reputation and goodwill caused by Defendants’ ongoing publication of false and disparaging information cannot be adequately remedied by monetary damages. Indeed, Trebel faces a risk of real and long-term damage to its goodwill as a result of Defendants actions which this court must take into consideration. *Brakefire, Inc. v. Overbeck*, 2007-Ohio-6464, ¶ 58 (Clermont Count Common Pleas).

Injunctive relief is also the appropriate remedy to restrain the continued and future use, or threatened use, of misappropriated trade secrets. *Valco Cincinnati, Inc. v. N&D Machining Serv., Inc.*, 24 Ohio St. 3d 41, 47 (1986). Trebel suffers continuing harm from the continual publication of its confidential trade secrets online including information about the form, term, cost, commodity pricing and formula and energy product of the Aggregation Programs. Ohio’s competitive energy markets rely on fair competition between energy consultants and brokers like Trebel. Complaint, ¶128. If this competitive information is not maintained as confidential and proprietary, the competitive energy markets are threatened. *Ohio Consumers' Counsel v. Pub. Util. Comm.*, 2009-Ohio-604, ¶ 31 (finding that the Public Utilities Commission of Ohio has a duty to encourage competitive providers of electric generation and authority to protect competitive agreements from disclosure).

Finally, injunctive relief is appropriate under the ODTPA which provides the right to injunctive relief based on the principles of equity. R.C. 4165.03. The standard of proof necessary to prevail in an action for injunctive relief under R.C. 4165.03 is a showing of “likelihood of confusion” by clear and convincing evidence. *Wooster Floral & Gifts, LLC v.*

Green Thumb Floral & Garden Ctr., Inc., 2019-Ohio-63, ¶ 8 (9th Dist.). There can be little doubt that Defendants' false claims that residents in the Aggregation Programs pay higher prices is causing a likelihood of confusion. The energy markets and energy pricing are highly nuanced and easy to misunderstand.¹ Defendants' continued false comparison of outdated Aggregation Programs information to market prices is deceptive when residents who have not selected an alternative supplier are enrolled in the utility's default supply.

V. The Requested Injunction Will Not Cause Substantial Harm To Defendants or Others.

While Trebel will clearly suffer irreparable injury without issuance of the requested injunction, no other person will suffer substantial harm from issuance of the injunction. Defendants will suffer little, if any harm from an injunction requiring them to remove current posts and enjoining Defendants from continuing to further misappropriate, use, or disclose Trebel's trade secrets; making or publishing defamatory or libelous statements; or interfering with Trebel's business and contractual relationships. The requested injunction is critical to protect Trebel's vital interests in preserving its reputation and goodwill in Ohio.

VI. The Public Interest Is Best Served From Issuance Of The Injunction.

The requested injunction also serves the public interest by furthering the state policy of fostering retail competition in the generation component of electric and natural gas services. *Indus. Energy Users-Ohio v. Pub. Util. Comm.*, 2008-Ohio-990, ¶¶ 5-6. Effective competition in the energy sector requires parties to comply with their energy management agreements, necessitates that certain information that qualifies as a trade secret by virtue of its independent economic value be kept confidential, and relies upon participants in the marketplace refraining

¹See *Finding a Black Cat in a Coal Cellar*, https://glenn.osu.edu/sites/default/files/2024-12/JGC_Policy-Brief-Electricity-Markets_2024-12.pdf.

from engaging in defamation and/or deceptive trade practices. *Ohio Consumers' Counsel v. Pub. Util. Comm.*, 2009-Ohio-604, ¶ 31 (finding that the Public Utilities Commission of Ohio has a duty to encourage competitive providers of electric generation and authority to protect competitive agreements from disclosure); *see also Indus. Energy Users-Ohio v. Pub. Util. Comm.*, 2008-Ohio-990, ¶¶ 5-6 (finding that effective competition in the retail sector relied upon a fair playing ground, which in that case involved noncompetitive distribution service utilities subsidizing competitive retail electric services). Further, Defendants' false statements have caused confusion for Etna Township Residents regarding the competitive retail electric and natural gas services available to them, and the public interest is furthered by the communication of accurate and reliable public utility information. Accordingly, the public interest is best served by granting injunctive relief in this case.

VII. Conclusion

There is a real and continuing risk of harm to Trebel absent this Court's grant of a temporary restraining order and preliminary injunction. The requested temporary restraining order and preliminary injunction would order Defendants to (i) remove existing false and disparaging statements regarding Trebel from its social media posts to the internet and/or its websites; (ii) prevent and prohibit Defendants from continuing to make further false and disparaging verbal and written statements that harm Trebel and violate Ohio law; (iii) cease disclosing and disseminating Trebel's confidential and proprietary information; (iv) cease interfering with Trebel's business relationships and opportunities; and (v) prevent and prohibit Defendants from continuing to engage in a scheme of deceptive practices to harm Trebel, its business operations and reputation, and its goodwill. For all of the reasons stated above, this relief is necessary to prevent further harm and protect Trebel's business operations.

Respectfully Submitted,

/s/ Kimberly W. Bojko

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ATTORNEY CERTIFICATION

Pursuant to Ohio Civil Rule 65, the undersigned attorney certifies that she has made sufficient efforts to provide notice to opposing counsel regarding the instant Motion. Specifically, on July 1, 2025, I sent to opposing counsel a cease-and-desist letter and advised that if his client did not cease-and-desist, it would be proceeding at its own peril. After learning that the opposing party was ignoring the cease-and-desist, I prepared the instant Motion and Verified Complaint and emailed copies of both to opposing counsel today, October 21, 2025.

/s/ Kimberly W. Bojko
One of the Attorneys for Plaintiff
Trebel, LLC

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was filed on October 21, 2025. Notice was also sent by regular and electronic mail to Defendants' counsel.

Licking County Prosecutor's Office

Austin Lecklider, Esq.

Bryce Ramsay, Esq.

Zach West, Esq.

65 E. Main Street

Newark, Ohio 43055

/s/ Kimberly W. Bojko

*One of the Attorneys for Plaintiff Trebel,
LLC*