

IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

SLINGSHOT ENVIRONMENTAL LLC,  
a Florida limited liability company;  
FREEMAN5 LLC, a Delaware limited  
liability company, on behalf of  
SLINGSHOT ENVIRONMENTAL LLC,  
a Florida limited liability company;  
ASPHALT365 INCORPORATED, a  
Florida corporation; MATTHEW BLAKE  
FREEMAN, an individual; MIMI  
FREEMAN, an individual, and ABE N.  
FREEMAN, an individual,

Plaintiffs,

Case No.:

v.

SOUND STRATEGIC SOLUTIONS,  
LLC, a Florida limited liability company;  
TROY T. LUDGATE, an individual;  
ANNE E. LUDGATE, an individual; and  
ROC STRATEGIES, INC., a Florida  
corporation,

Defendants.

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**COMPLAINT**

Plaintiffs, SLINGSHOT ENVIRONMENTAL LLC, a Florida limited liability company (“Slingshot”); FREEMAN5 LLC, a Delaware limited liability company, (“Freeman5”) on behalf of SLINGSHOT ENVIRONMENTAL LLC, a Florida limited liability company (“Freeman ex rel. Slingshot”); ASPHALT365 INCORPORATED, a Florida corporation (“Asphalt365”), MATTHEW BLAKE

FREEMAN, an individual (“B. Freeman”), MIMI FREEMAN, an individual (“M. Freeman”), and ABE N. FREEMAN, an individual (“A. Freeman”) (all of the foregoing are collectively, “Plaintiffs”), hereby sue Defendants, SOUND STRATEGIC SOLUTIONS, LLC, a Florida limited liability company (“SSS”); TROY T. LUDGATE, an individual (“T. Ludgate”); ANNE E. LUDGATE, an individual (“A. Ludgate” and together with T. Ludgate, the “Ludgates”); and ROC STRATEGIES, INC., a Florida corporation (“ROC”) (all of the foregoing are collectively, “Defendants”), and state:

**Parties, Jurisdiction, and Venue**

1. Slingshot is a Florida limited liability company with its principal place of business in Osceola County, Florida.
2. Freeman5 is a Delaware limited liability company with its principal place of business in Osceola County, Florida.
3. Asphalt365 is a Florida corporation with its principal place of business in Osceola County, Florida.
4. A. Freeman is an individual residing in Osceola County, Florida.
5. B. Freeman is an individual residing in Osceola County, Florida.
6. M. Freeman is an individual residing in Osceola County, Florida.
7. SSS is a Florida limited liability company with its principal place of business in Orange County, Florida.
8. T. Ludgate is an individual residing in Orange County, Florida.

9. A. Ludgate is an individual residing in Orange County, Florida.

10. ROC is a Florida corporation with its principal place of business in Orange County, Florida.

11. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331, as this case raises federal questions under Title 35 of the United States Code for patent infringement and under § 43(a) of the Lanham Act, 15 U.S.C. § 1125(a). The Court also has subject matter jurisdiction over Plaintiffs' state law and common law claims pursuant to 28 U.S.C. § 1367, as such claims form part of the same case or controversy as Plaintiffs' federal law claims.

12. This Court has jurisdiction over the Defendants, and venue is proper in this Court pursuant to 28 U.S.C. § 1391 as the judicial district in which all Defendants reside, and in which a substantial part of the events or omissions giving rise to the claims asserted herein occurred.

### **Factual Allegations**

13. A. Freeman and B. Freeman (collectively, the "Freemans") have been involved in the asphalt paving, grease processing, and biodiesel industries for decades. Together, the Freemans own Freeman5 and Asphalt365.

14. In or about March 2017, T. Ludgate approached the Freemans regarding the possible creation of brown grease recycling plants, having

recognized the Freemans' success in the industry (and having no knowledge of his own about the industry). At the time, and for several years thereafter, the Freemans declined T. Ludgate's invitation, in part due to a non-compete agreement in place at the time that prevented the Freemans from moving forward with such an arrangement.

15. On October 22, 2019, the Freemans were issued Patent No. US 10,449,470 B1 ("Patent"), a true and correct copy of which is attached as **Exhibit A**. The Patent is for "[a] process involv[ing] heating waste grease" in three phases for purposes of converting the waste grease into brown grease, a biodiesel feedstock. The Freemans have paid all required maintenance fees for the Patent, which remains active.

16. Subsequently, in or about late 2021 or early 2022, after the expiration of the Freemans' earlier non-compete agreement, B. Freeman told T. Ludgate that if T. Ludgate could provide the necessary capital to open brown grease recycling plants, the Freemans would consider the endeavor. T. Ludgate represented that he could raise the necessary funds to open plants across the country.

#### Formation of Slingshot and Relevant Terms of Operating Agreement

17. On or about April 30, 2022, Freeman<sup>5</sup> and the Ludgates' company, SSS, formed Slingshot pursuant to that certain Operating Agreement attached hereto as **Exhibit B**.

18. As stated in the Operating Agreement, Slingshot is a manager-managed limited liability company, with Freeman<sup>5</sup> acting as manager. Freeman<sup>5</sup> has a 75.5% interest as a member of Slingshot, and SSS has a 24.5% interest as a member of Slingshot.

19. Slingshot's purpose was to "(i) acquire rights in certain real property . . . at a single site to be determined by the Manager (the "**Property**"), (ii) construct and/or install a grease processing plant (the "**Plant**") on the Property and otherwise improve the Property in connection with the same, (iii) own, operate and otherwise deal with the Plant and the Property . . . , and (v) [sic] engage in any lawful act or activity for which limited liability companies may be formed under the Act necessary or incidental to any of the foregoing." See Ex. B at § 2.5(a).

20. Section 3.1 of the Operating Agreement provides that Slingshot's members would be required to make their respective Initial Capital Contributions for each member (\$1,510,000 for Freeman<sup>5</sup>, and \$490,000 for SSS) if the manager (i.e., Freeman<sup>5</sup>) made a capital call. Freeman<sup>5</sup> has not yet made such a capital call, as is its prerogative under § 7.1 of the Operating Agreement, which gives Freeman<sup>5</sup>, as manager, the sole discretion to take whatever actions are necessary and advisable to carry out Slingshot's objectives and purposes.

21. Section 4.4 of the Operating Agreement prohibited Freeman<sup>5</sup> and

SSS from dissociating or withdrawing as members of Slingshot before the dissolution or winding up of the company:

**Dissociation.** No Member shall have the ability to dissociate or withdraw as a Member pursuant to Section 605.0601(1) or Section 602.0602(1) of the RLLCA, or otherwise, before the dissolution and winding up of the Company and any such dissociation or withdrawal or attempted dissociation or withdrawal by a Member before the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Membership Interests, such Person shall no longer be a Member.

22. Under § 4.9 of the Operating Agreement, Slingshot’s members are only permitted to engage in a Competitive Opportunity, as that term is defined in the Slingshot Agreement, after first presenting the Competitive Opportunity to Slingshot.

23. Pursuant to § 4.10 of the Operating Agreement (collectively with § 4.9 of the Operating Agreement, “Restrictive Covenants”), SSS agreed that neither it nor its Affiliates (as defined in the Operating Agreement) would “offer to enter into any agreement, negotiate with, or consummate any transaction relating to the acquisition, construction, ownership, development, financing . . . , management or operation or any facility or other business operation . . . that has as a material purpose the collection and processing of grease and grease-related products with any Person other than” Slingshot or Freeman (“Restricted Transaction”). Only if SSS provided notice to Slingshot and Freeman<sup>5</sup> of its offer to enter into a Restricted Transaction and the

material terms of such an offer, and Slingshot did not accept the offer, could SSS proceed with negotiating or consummating a Restricted Transaction.

Ludgates' Involvement with Slingshot and Asphalt365

24. Rather than seeking to raise capital for the development of brown grease recycling plants as promised, T. Ludgate began to insert himself in the operations of Asphalt365, the Freemans' company dedicated to asphalt paving, milling, repair, and striping. Asphalt365 is not involved in the business of brown grease recycling, and T. Ludgate's interference with Asphalt365's operations did not further Slingshot's purpose.

25. T. Ludgate and SSS never raised any capital from investors toward the development of brown grease recycling plants.

26. Meanwhile, Freeman5 explored the potential acquisition of property for purposes of building a brown grease recycling plant. Upon confirmation of the terms of such a deal, Freeman5 would have called for the members of Slingshot to provide their Initial Capital Contributions, as such funds would then be necessary to obtain the property.

27. In or about February 2023, Freeman5 identified a property and business for a possible acquisition by Slingshot. If acquired, Slingshot would then begin development of a brown grease recycling facility.

28. As part of this potential acquisition, Slingshot sought the participation of investors and prepared materials to present to possible

investors (“Slingshot Presentation”). The Slingshot Presentation, a true and correct copy of which is attached as **Exhibit C**, described “Slingshot patented technology” for extracting brown grease (i.e., the technology forming the subject of the Patent, which the Freemans authorized Slingshot to use).

29. The Ludgates prepared the Slingshot Presentation at the direction of Freeman5, Slingshot’s manager. Freeman5’s sole intended purpose in directing the Ludgates to prepare the Slingshot Presentation, which is marked “Confidential and Proprietary,” was to further Slingshot’s efforts to obtain investor participation in obtaining property and developing brown grease recycling plants.

30. The Ludgates added “Copyright (c) by Troy and Anne E. Ludgate. All Rights Reserved” to the top of the Slingshot Presentation without the authorization or consent of Slingshot or Freeman5. The Ludgates do not hold a copyright to the Slingshot Presentation.

SSS Breaches the Operating Agreement; Tortious Actions by Defendants

31. During the due diligence period for Slingshot’s potential acquisition, and before Freeman5 called for Slingshot’s members to make their Initial Capital Contributions, the Ludgates sent a letter to the Freemans and Freeman5 on their own behalves and on behalf of SSS.

32. The letter, dated April 7, 2023, asserted that “[e]ffective immediately,” SSS “withdraws from any business agreements with Freeman 5



[sic] (the Freemans)”—*i.e.*, from the Slingshot Operating Agreement.

33. SSS’ purported withdrawal as a member of Slingshot was in violation of § 4.4 of the Operating Agreement.

34. Around this same time, the Ludgates began making false and defamatory statements regarding B. Freeman, M. Freeman, and Asphalt365 to the employees of Asphalt365 and to independent contractors. Such statements include, but are not limited to, false claims that Asphalt365 engaged in “felony bank fraud” and “OSHA violations”; that Asphalt365 was a “failing business”; and that B. Freeman and M. Freeman are “incompetent” and “abusive” to Asphalt365’s employees.

35. Additionally, on or about April 10, 2023, the Ludgates met with a capital investment firm. At the meeting, the Ludgates presented ROC to the firm for purposes of seeking an investment.

36. ROC is advertised on T. Ludgate’s LinkedIn page as “[p]rocessing FOG [fats, oils, and grease] into brown grease to be used in animal fee [sic], cosmetics and bio-diesel & jet fuel.” In other words, ROC, which the Ludgates incorporated effective April 15, 2023, purports to conduct the same type of business for which Slingshot was created—converting waste grease into brown grease.

37. At the Ludgates’ meeting with the capital investment firm, they presented materials (“Ludgate Presentation”) describing the recycling

processes created by the Freemans, including those covered by the Patent. A true and correct copy of the Ludgate Presentation is attached as **Exhibit D**.

38. A comparison of the Slingshot Presentation and the Ludgate Presentation reveals that the two are nearly identical. Most of the differences between the Slingshot Presentation and the Ludgate Presentation consist of the Ludgates merely replacing references to Slingshot with “ROC” or “ROC, Inc.” The Ludgate Presentation creates the false appearance that the brown grease conversion process created and patented by the Freemans, which the Freemans authorized only Slingshot to use and implement, was created by and belongs to ROC.

39. On or about April 24, 2023, Freeman<sup>5</sup>, B. Freeman, and Asphalt<sup>365</sup> sent correspondence to SSS and the Ludgates, observing that SSS’ purported withdrawal as a member of Slingshot was a wrongful dissociation, and demanding that SSS and the Ludgates (1) cease and desist from using intellectual property and/or trade secrets belonging to the Freemans, Freeman<sup>5</sup>, or Asphalt<sup>365</sup>; (2) refrain from further violations of §§ 4.9 and 4.10 of the Operating Agreement by engaging in competitive opportunities that are not authorized under the Operating Agreement; and (3) cease making all false and defamatory statements regarding Plaintiffs.

40. Despite receiving this demand, SSS and the Ludgates have persisted in their misuse of intellectual property and trade secrets, violations

of the Operating Agreement, and defamatory statements.

**COUNT I – PATENT INFRINGEMENT**  
**(Against T. Ludgate, A. Ludgate, and ROC)**

41. This is an action by A. Freeman and B. Freeman against T. Ludgate, A. Ludgate, and ROC for injunctive relief and damages due to patent infringement pursuant to 35 U.S.C. § 721.

42. The Freemans re-allege and incorporate by reference the allegations of paragraphs 1 through 40 above as if fully set forth herein.

43. The Freemans own the Patent, which remains active.

44. The Patent protects the Freemans' invention, which consists of a process for extracting brown grease from waste grease by:

- a. First, heating waste grease in an initial separation chamber to separate it into primary components consisting of oil/lipids, aqueous material, and solids;
- b. Next, decanting the primary oil phase from the primary aqueous and solid phases by flowing the primary oil phase upwardly and over a liquid impermeable barrier and into a second separation chamber thermally coupled to the heat source;
- c. Third, heating the primary oil phase in the secondary separation chamber to create a secondary oil phase, aqueous phase, and solid phase;

- d. Then, decanting the secondary oil phase into a heating chamber, in which the secondary oil phase is heated to separate the secondary oil phase into a tertiary oil phase, aqueous phase, and solid phase;
- e. Extracting the tertiary oil phase (*i.e.*, brown grease) while leaving the tertiary aqueous and solid phases in the heating chamber; and
- f. Finally, heating the tertiary aqueous and solid phases to a temperature sufficient to form a quarternary oil phase (also brown grease), which is then extracted from the remaining tertiary aqueous and solid phases.

See Ex. A.

45. The Ludgates and ROC do not have, and never had, the Freemans' authorization to make, use, offer to sell, or sell the invention described in the Patent.

46. At the April 10, 2023 meeting with the capital investment firm, the Ludgates, without authority, used and/or offered to sell the Freemans' Patented invention.

47. After its incorporation on April 15, 2023, ROC, without authority, used and/or offered to sell the Freemans' Patented invention by advertising its services in converting waste grease into brown grease.

48. The Ludgates and ROC have no independent knowledge of

processes to convert waste grease into brown grease outside of their familiarity with the Freemans' invention covered by the Patent.

49. Pursuant to 35 U.S.C. § 721(a), the Ludgates and ROC have infringed on the Freemans' Patent.

50. As a result of the Ludgates' and ROC's infringement on the Patent, the Freemans have been damaged.

51. Pursuant to Title 35 of the United States Code, the Freemans are entitled to money damages and injunctive relief as a result of the Ludgates' and ROC's infringement on the Patent.

52. Only through the issuance of an injunction can the Ludgates and ROC be prevented from continuing to infringe on the Patent.

53. The Ludgates' and ROC's unlawful acts have caused and will continue to cause irreparable damage to the Freemans that cannot be reasonably ascertained at present.

54. The Ludgates' and ROC's actions are intentional, willful, wanton, reckless, and calculated to harm the Freemans.

55. The Freemans have no adequate remedy at law and are, therefore, entitled to an injunction enjoining the Ludgates and ROC from further unlawful acts.

56. The Freemans have a substantial likelihood of success on the merits of their claims.

57. The threatened injury to the Freemans outweighs any possible harm to the Ludgates or ROC. Without requiring the Ludgates and ROC to immediately stop using the Freemans' patented invention, the Freemans risk losing the benefit of the Patent.

58. The Court will not disserve the public interest by granting injunctive relief.

WHEREFORE, Plaintiffs, Abe N. Freeman, an individual, and Matthew Blake Freeman, an individual, respectfully request entry of a judgment enjoining Defendants, Troy T. Ludgate, an individual, Anne E. Ludgate, an individual, and ROC Strategies, Inc., a Florida corporation, from further infringing on the Patent pursuant to 35 U.S.C. § 283; awarding Plaintiffs damages pursuant to 35 U.S.C. § 284, plus interest, costs, and attorneys' fees pursuant to 35 U.S.C. § 285; and providing any other and further relief that the Court deems necessary and proper.

**COUNT II: VIOLATION OF THE LANHAM ACT**  
**(UNFAIR COMPETITION/REVERSE PALMING OFF)**  
**(Against T. Ludgate, A. Ludgate, and ROC)**

59. This is an action by Slingshot against T. Ludgate, A. Ludgate, and ROC for injunctive relief and damages due to violations of § 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A).

60. Slingshot re-alleges and incorporates by reference the allegations of paragraphs 1 through 40 above as if fully set forth herein.

61. The brown grease extraction process and service that the Ludgates and ROC seek to sell, including through the use of the Ludgate Presentation, originated with Slingshot, pursuant to the Freemans' authorization for Slingshot to implement the Freemans' patented technology.

62. At the April 10, 2023 meeting with the capital investment firm, the Ludgates falsely designated Slingshot's brown grease extraction service as originating with ROC, including by falsely claiming in the Ludgate Presentation that the process was "patented" by ROC.

63. After its incorporation on April 15, 2023, ROC falsely designated Slingshot's brown grease extraction service as originating with ROC by advertising that it, rather than Slingshot, originated the service.

64. Through the Ludgates' involvement with Slingshot and their resultant knowledge of Slingshot's service, the Ludgates and ROC are positioned to cause the maximum amount of harm possible to Slingshot.

65. The Ludgates' and ROC's false designations of the origin of Slingshot's brown grease extraction service have caused and will continue to cause consumer confusion, mistake, or deception as to the origin of the service.

66. Slingshot has suffered damages as a result of the Ludgates' and ROC's false designations of the origin of Slingshot's brown grease extraction service, including, but not limited to, irreparable harm to Slingshot's brand, goodwill, and reputation, and loss of business and profits.

67. Pursuant to the Lanham Act, Slingshot is entitled to money damages and injunctive relief as a result of the Ludgates' and ROC's unfair competition.

68. Only through the issuance of an injunction can the Ludgates and ROC be prevented from continuing to unfairly compete against Slingshot.

69. The Ludgates' and ROC's unlawful acts have caused and will continue to cause irreparable damage to Slingshot that cannot be reasonably ascertained at present.

70. The Ludgates' and ROC's actions are intentional, willful, wanton, reckless, and calculated to harm Slingshot.

71. Slingshot has no adequate remedy at law and is, therefore, entitled to an injunction enjoining the Ludgates and ROC from further unlawful acts.

72. Slingshot has a substantial likelihood of success on the merits of its claims.

73. The threatened injury to Slingshot outweighs any possible harm to the Ludgates or ROC. Without requiring the Ludgates and ROC to immediately stop falsely designating the origin of Slingshot's service, Slingshot risks losing its competitive advantage in the marketplace.

74. The Court will not disserve the public interest by granting injunctive relief.

WHEREFORE, Plaintiff, Slingshot Environmental LLC, a Florida



limited liability company, respectfully requests entry of a judgment enjoining Defendants, Troy T. Ludgate, an individual, Anne E. Ludgate, an individual, and ROC Strategies, Inc., a Florida corporation, from making further false designations of the origin of Slingshot's service; awarding Plaintiff damages, plus interest, costs, and attorneys' fees; requiring disgorgement of the Ludgates' and ROC's profits; and providing any other and further relief that the Court deems necessary and proper.

**COUNT III: VIOLATION OF THE LANHAM ACT**  
**(FALSE ADVERTISING)**  
**(Against T. Ludgate, A. Ludgate, and ROC)**

75. This is an action by Slingshot against T. Ludgate, A. Ludgate, and ROC for injunctive relief and damages due to violations of § 43(a)(1)(B) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B).

76. Slingshot re-alleges and incorporates by reference the allegations of paragraphs 1 through 40 above as if fully set forth herein.

77. The brown grease extraction process and service that the Ludgates and ROC are advertising for sale, including through the use of the Ludgate Presentation, belongs to Slingshot, pursuant to the Freemans' authorization for Slingshot to implement the Freemans' patented technology.

78. The Ludgates and ROC have little to no experience in extracting brown grease from waste grease and cannot provide the quality or volume of brown grease extraction services that they are advertising.

79. At the April 10, 2023 meeting with the capital investment firm, the Ludgates used the Ludgate Presentation to falsely advertise, among other things, that ROC has “patented technology” (despite ROC holding no such patent); “[m]unicipalities endorse ROC’s FOG treatment plants” (when no municipalities have endorsed ROC, and ROC does not have any FOG treatment plants); and ROC is capable of processing 150,000 gallons of waste grease per day, with a 5% brown grease capture, and a post-process water biological oxygen demand of 150-200 mg/l (despite ROC having no experience or technology that would enable it to perform accordingly).

80. After its incorporation on April 15, 2023, ROC falsely advertised itself as providing brown grease extraction services, despite having no facilities or expertise in the field.

81. Through the Ludgates’ involvement with Slingshot and their resultant knowledge of Slingshot’s service, the Ludgates and ROC are positioned to cause the maximum amount of harm possible to Slingshot.

82. The Ludgates’ and ROC’s false advertisements of brown grease extraction services have caused and will continue to cause consumer confusion, mistake, or deception as to the nature and quality of ROC’s services.

83. Slingshot has suffered damages as a result of the Ludgates’ and ROC’s false advertisement, including, but not limited to, irreparable harm to Slingshot’s brand, goodwill, and reputation, and loss of business and profits.

84. Pursuant to the Lanham Act, Slingshot is entitled to money damages and injunctive relief as a result of the Ludgates' and ROC's unfair competition.

85. Only through the issuance of an injunction can the Ludgates and ROC be prevented from continuing to disseminate false advertisements.

86. The Ludgates' and ROC's unlawful acts have caused and will continue to cause irreparable damage to Slingshot that cannot be reasonably ascertained at present.

87. The Ludgates' and ROC's actions are intentional, willful, wanton, reckless, and calculated to harm Slingshot.

88. Slingshot has no adequate remedy at law and is, therefore, entitled to an injunction enjoining the Ludgates and ROC from further unlawful acts.

89. Slingshot has a substantial likelihood of success on the merits of its claims.

90. The threatened injury to Slingshot outweighs any possible harm to the Ludgates or ROC. Without requiring the Ludgates and ROC to immediately stop falsely advertising the nature and quality of ROC's purported service, Slingshot risks losing its competitive advantage in the marketplace.

WHEREFORE, Plaintiff, Slingshot Environmental LLC, a Florida limited liability company, respectfully requests entry of a judgment enjoining

Defendants, Troy T. Ludgate, an individual, Anne E. Ludgate, an individual, and ROC Strategies, Inc., a Florida corporation, from making further false advertisements regarding the nature and quality of ROC's purported brown grease extraction services; awarding Plaintiff damages, plus interest, costs, and attorneys' fees; requiring disgorgement of the Ludgates' and ROC's profits; and providing any other and further relief that the Court deems necessary and proper.

**COUNT IV: VIOLATION OF UNIFORM TRADE SECRETS ACT**  
**(Against T. Ludgate, A. Ludgate, and ROC)**

91. This is an action by A. Freeman, B. Freeman, and Slingshot against T. Ludgate, A. Ludgate, and ROC for injunctive relief and damages due to violation of Florida's Uniform Trade Secrets Act, §§ 688.001, *et seq.*, Fla. Stat. (2022).

92. The Freemans and Slingshot hereby re-allege and incorporate by reference the allegations of paragraphs 1 through 40 above as if fully set forth herein.

93. The Freemans, having developed and patented an invention for extracting brown grease from waste grease, are the owners of a trade secret, in that they have developed methods, techniques, and processes for implementing their invention that (a) derive 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; and (b) are the subject of efforts that are reasonable under the circumstances to maintain their secrecy.

94. Slingshot, with the Freemans' permission and participation, has further developed methods, techniques, and processes for implementing the Freemans' invention that (a) derive 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; and (b) are the subject of efforts that are reasonable under the circumstances to maintain their secrecy.

95. The Ludgates, through their relationship via SSS with Slingshot, knew or should have known that the methods, techniques, and processes developed by the Freemans and Slingshot for implementing the Freemans' invention constituted trade secrets.

96. The Ludgates misappropriated the Freemans' and Slingshot's trade secrets by using the Freemans' and Slingshot's trade secrets to create and market ROC, passing the Freemans' and Slingshot's methods, techniques, and processes off as ROC's own without express or implied consent by the Freemans or Slingshot.

97. The Ludgates acquired the Freemans' and Slingshot's trade secrets under circumstances that they knew, or should have known, gave rise

to a duty to maintain the secrecy or limitation of the use of the trade secrets (as demonstrated in part by the “Confidential and Proprietary” notation included on the Slingshot Presentation).

98. Upon its incorporation on April 15, 2023, ROC acquired the trade secrets belonging to the Freemans and Slingshot through the Ludgates, ROC’s principals.

99. ROC misappropriated the Freemans’ and Slingshot’s trade secrets by using the Freemans’ and Slingshot’s trade secrets to market itself, passing the Freemans’ and Slingshot’s methods, techniques, and processes off as its own without express or implied consent by the Freemans or Slingshot.

100. ROC acquired the Freemans’ and Slingshot’s trade secrets from the Ludgates. ROC knew, or should have known, that the Ludgates obtained the Freemans’ and Slingshot’s trade secrets under circumstances giving rise to a duty to maintain the secrecy or limitation of the use of the trade secrets.

101. As a result of the Ludgates’ and ROC’s misappropriation of the Freemans’ and Slingshot’s trade secrets, the Freemans and Slingshot have suffered damages, including, but not limited to, the loss of economic value of their trade secrets, loss of reputation, and loss of business and profits.

102. Pursuant to the Uniform Trade Secrets Act, the Freemans and Slingshot are entitled to money damages and injunctive relief as a result of the Ludgates’ and ROC’s misappropriation.

103. Only through the issuance of an injunction can the Ludgates and ROC be prevented from continuing to misappropriate the Freemans' and Slingshot's trade secrets.

104. The Ludgates' and ROC's unlawful acts have caused and will continue to cause irreparable damage to the Freemans and Slingshot that cannot be reasonably ascertained at present.

105. The Ludgates' and ROC's actions are intentional, willful, wanton, reckless, and calculated to harm the Freemans and Slingshot.

106. The Freemans and Slingshot have no adequate remedy at law and are, therefore, entitled to an injunction enjoining the Ludgates and ROC from further unlawful acts.

107. The Freemans and Slingshot have a substantial likelihood of success on the merits of its claims.

108. The threatened injury to the Freemans and Slingshot outweighs any possible harm to the Ludgates or ROC. Without requiring the Ludgates and ROC to immediately stop misappropriating the Freemans' and Slingshot's trade secrets, the Freemans and Slingshot risk losing their competitive advantage in the marketplace and the benefit of their trade secrets.

WHEREFORE, Plaintiffs, Abe N. Freeman, an individual, Matthew Blake Freeman, an individual, and Slingshot Environmental LLC, a Florida limited liability company, respectfully request entry of a judgment enjoining

Defendants, Troy T. Ludgate, an individual, Anne E. Ludgate, an individual, and ROC Strategies, Inc., a Florida corporation, from further misappropriating their trade secrets; awarding Plaintiffs damages, plus interest, costs, and attorneys' fees; and providing any other and further relief that the Court deems necessary and proper.

**COUNT V: VIOLATION OF FLORIDA'S DECEPTIVE AND UNFAIR  
TRADE PRACTICES ACT**  
**(Against T. Ludgate, A. Ludgate, and ROC)**

109. This is an action by Slingshot against T. Ludgate, A. Ludgate, and ROC for injunctive relief and damages due to violations of the Florida Deceptive and Unfair Trade Practices Act, §§ 501.201, *et seq.*, Florida Statutes ("FDUTPA").

110. Slingshot re-alleges and incorporates by reference the allegations of paragraphs 1 through 40 above as if fully set forth herein.

111. The brown grease extraction process and service that the Ludgates and ROC seek to sell, including through the use of the Ludgate Presentation, originated with and belongs to Slingshot, pursuant to the Freemans' authorization for Slingshot to implement the Freemans' patented technology.

112. The Ludgates and ROC have little to no experience in extracting brown grease from waste grease and cannot provide the quality or volume of brown grease extraction services that they are advertising.

113. At the April 10, 2023 meeting with the capital investment firm,



the Ludgates falsely claimed that Slingshot's brown grease extraction service originated with and belonged to ROC.

114. The Ludgates also used the Ludgate Presentation to falsely advertise, among other things, that ROC has "patented technology" (despite ROC holding no such patent); "[m]unicipalities endorse ROC's FOG treatment plants" (when no municipalities have endorsed ROC, and ROC does not have any FOG treatment plants); and ROC is capable of processing 150,000 gallons of waste grease per day, with a 5% brown grease capture, and a post-process water biological oxygen demand of 150-200 mg/l (despite ROC having no experience or technology that would enable it to perform accordingly).

115. After its incorporation on April 15, 2023, ROC falsely advertised itself as providing brown grease extraction services, despite having no facilities or expertise in the field, and falsely claimed that Slingshot's brown grease extraction service originated with and belonged to ROC rather than Slingshot.

116. Through the Ludgates' involvement with Slingshot and their resultant knowledge of Slingshot's service, the Ludgates and ROC are positioned to cause the maximum amount of harm possible to Slingshot.

117. The Ludgates and ROC have engaged in unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of trade or commerce by, among other things:

- a. Taking Slingshot's confidential and proprietary methods,

techniques, and processes for implementing the Freemans' patented brown grease extraction invention and using the same in competition with Slingshot without authorization;

b. Passing off Slingshot's confidential and proprietary methods, techniques, and processes for brown grease extraction as originating with and belonging to ROC; and

c. Falsely advertising that ROC has "patented technology" and is capable of efficiently processing large amounts of waste grease to extract brown grease.

118. The Ludgates' and ROC's unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices have caused and will continue to cause consumer confusion, mistake, or deception as to the origin of Slingshot's services and the nature and quality of ROC's purported services.

119. Slingshot has suffered damages as a result of the Ludgates' and ROC's unfair methods of competition, unconscionable acts or practices, and unfair or deceptive trade practices, including, but not limited to, irreparable harm to Slingshot's brand, goodwill, and reputation, and loss of business and profits.

120. Pursuant to FDUTPA, Slingshot is entitled to money damages and injunctive relief as a result of the Ludgates' and ROC's unfair competition.

121. Only through the issuance of an injunction can the Ludgates and ROC be prevented from continuing to unfairly compete against Slingshot and engage in unfair or deceptive trade practices.

122. The Ludgates' and ROC's unlawful acts have caused and will continue to cause irreparable damage to Slingshot that cannot be reasonably ascertained at present.

123. The Ludgates' and ROC's actions are intentional, willful, wanton, reckless, and calculated to harm Slingshot.

124. Slingshot has no adequate remedy at law and is, therefore, entitled to an injunction enjoining the Ludgates and ROC from further unlawful acts.

125. Slingshot has a substantial likelihood of success on the merits of its claims.

126. The threatened injury to Slingshot outweighs any possible harm to the Ludgates or ROC. Without requiring the Ludgates and ROC to immediately stop engaging in unfair methods of competition, unconscionable acts or practices, and unfair or deceptive trade practices, Slingshot risks losing its competitive advantage in the marketplace.

127. The Court will not disserve the public interest by granting injunctive relief.

WHEREFORE, Plaintiff, Slingshot Environmental LLC, a Florida limited liability company, respectfully requests entry of a judgment enjoining

Defendants, Troy T. Ludgate, an individual, Anne E. Ludgate, an individual, and ROC Strategies, Inc., a Florida corporation, from further engaging in unfair methods of competition, unconscionable acts or practices, and unfair or deceptive trade practices; awarding Plaintiff damages, plus interest, costs, and attorneys' fees; requiring disgorgement of the Ludgates' and ROC's profits; and providing any other and further relief that the Court deems necessary and proper.

**COUNT VI: BREACH OF OPERATING AGREEMENT**  
**(VIOLATION OF RESTRICTIVE COVENANTS)**  
**(Against SSS)**

128. This is a derivative action by Freeman<sup>5</sup> ex rel. Slingshot against SSS for damages and injunctive relief resulting from SSS' violation of the Restrictive Covenants contained in the Operating Agreement.

129. Freeman<sup>5</sup> ex rel. Slingshot hereby re-alleges and incorporates by reference the allegations of paragraphs 1 through 40 above as if fully set forth herein.

130. The Operating Agreement is a valid and fully enforceable contract to which SSS, as a member of Slingshot, is a party.

131. Pursuant to § 4.9 of the Operating Agreement, Slingshot's members and their Affiliates, as defined in the Operating Agreement, are only permitted to engage in a Competitive Opportunity (*i.e.*, "any business or economic opportunity that concerns or is reasonably related to the primary

purpose of [Slingshot] of owning and operating the Plant at the Property”), after first presenting the Competitive Opportunity to Slingshot.

132. Additionally, under § 4.10 of the Operating Agreement, SSS agreed that neither it nor its Affiliates would “offer to enter into any agreement, negotiate with, or consummate any transaction relating to the acquisition, construction, ownership, development, financing . . . , management or operation or any facility or other business operation . . . that has as a material purpose the collection and processing of grease and grease-related products with any Person other than” Slingshot or Freeman<sup>5</sup> (“Restricted Transaction”). Only if SSS or its Affiliate provided notice to Slingshot and Freeman<sup>5</sup> of its offer to enter into a Restricted Transaction and the material terms of such an offer, and Slingshot did not accept the offer, could SSS or its Affiliate proceed with negotiating or consummating a Restricted Transaction.

133. Under the definition of “Affiliate” in the Operating Agreement, the Ludgates are SSS’ Affiliates because they control SSS.

134. Under the definition of “Affiliate” in the Operating Agreement, ROC is SSS’ Affiliate because both ROC and SSS are under the common control of the Ludgates.

135. By its Affiliates creating ROC and seeking to enter into an agreement with investors to fund ROC, which has the material purpose of collecting and processing grease and grease-related products, and not first

approaching Slingshot with such an opportunity, SSS breached the Restrictive Covenants of the Operating Agreement.

136. Pursuant to § 12.13 of the Operating Agreement and § 542.335, Florida Statutes, Freeman<sup>5</sup> ex rel. Slingshot is entitled to money damages and injunctive relief as a result of SSS' breaches.

137. Only through the issuance of an injunction can SSS be prevented from continuing to breach the Restrictive Covenants.

138. SSS directly and knowingly violated the Operating Agreement, which caused and will continue to cause irreparable damage to Freeman<sup>5</sup> ex rel. Slingshot for which it has no adequate remedy at law.

139. SSS' actions are intentional, willful, wanton, reckless, and calculated to harm Freeman<sup>5</sup> ex rel. Slingshot in its business affairs.

140. The restraints imposed by the provisions of the Operating Agreement are justified by one or more legitimate business interests, including, but not limited to, the protection of: (a) trade secrets; (b) valuable confidential business or professional information that otherwise does not qualify as trade secrets; (c) substantial relationships with specific prospective or existing customers, patients, or clients; (d) customer or client goodwill associated with an ongoing business or professional practice, by way of trade name, trademark, service mark, or "trade dress," a specific geographic location,

or a specific marketing or trade area; and/or (e) extraordinary or specialized training.

141. The restraints imposed by the provisions of the Operating Agreement are reasonable and narrowly tailored to protect Freeman<sup>5</sup> ex rel. Slingshot's legitimate business interests.

142. The restraints imposed by the provisions of the Operating Agreement are consistent with applicable public policy.

143. Freeman<sup>5</sup> ex rel. Slingshot has a substantial likelihood of success on the merits of its claims against SSS.

144. The threatened injury to Freeman<sup>5</sup> ex rel. Slingshot outweighs any possible harm to SSS. Without requiring SSS to immediately stop violating the Restrictive Covenants, Freeman<sup>5</sup> ex rel. Slingshot risks losing the benefit of the Restrictive Covenants.

145. The Court will not disserve the public interest by granting injunctive relief.

146. Freeman<sup>5</sup> made a demand on SSS on April 24, 2023 that SSS refrain from further violations of the Restrictive Covenants, but SSS refused to comply within a reasonable time.

147. Further demand on SSS would be futile because SSS has explicitly refused to refrain from further violations of the Restrictive Covenants, and

irreparable injury would result to Slingshot by waiting for SSS to agree to comply with the Restrictive Covenants.

WHEREFORE, Plaintiff, Freeman5 LLC, a Delaware limited liability company, on behalf of Slingshot Environmental LLC, a Florida limited liability company, respectfully requests entry of a judgment enjoining Defendant, Sound Strategic Solutions, LLC, a Florida limited liability company, from further violating the Restrictive Covenants of the Operating Agreement; awarding Plaintiff damages, plus interest, costs, and attorneys' fees; and providing any other and further relief that the Court deems necessary and proper.

**COUNT VII: BREACH OF OPERATING AGREEMENT**  
**(WRONGFUL DISSOCIATION)**  
**(Against SSS)**

148. This is a derivative action by Freeman5 ex rel. Slingshot against SSS for damages resulting from SSS' violation of § 4.4 of the Operating Agreement.

149. Freeman5 ex rel. Slingshot hereby re-alleges and incorporates by reference the allegations of paragraphs 1 through 40 above as if fully set forth herein.

150. The Operating Agreement is a valid and fully enforceable contract to which SSS, as a member of Slingshot, is a party.



151. Pursuant to § 4.4 of the Operating Agreement, Slingshot's members are not permitted to dissociate or withdraw as a member pursuant to § 605.0601(1) or § 602.0602(1), Florida Statutes, or otherwise, before Slingshot is dissolved and wound up.

152. Slingshot has not been dissolved and wound up.

153. SSS breached § 4.4 of the Operating Agreement by asserting in its April 7, 2023 letter to Freeman<sup>5</sup> that “[e]ffective immediately,” SSS “withdraws from any business agreements with Freeman 5 [sic] (the Freemans).”

154. As a result of SSS' breach, Freeman<sup>5</sup> ex rel. Slingshot has suffered damages, including, but not limited to, the loss of SSS' financial support for Slingshot's purpose.

155. Freeman<sup>5</sup> made a demand on SSS on April 24, 2023 that SSS refrain from further claiming that it is no longer a member of Slingshot and abide by § 4.4 of the Operating Agreement, but SSS refused to comply within a reasonable time.

156. Further demand on SSS would be futile because SSS has explicitly refused to refrain from further violations of the Operating Agreement, and irreparable injury would result to Slingshot by waiting for SSS to agree to comply with the Operating Agreement.

WHEREFORE, Plaintiff, Freeman5 LLC, a Delaware limited liability company, on behalf of Slingshot Environmental LLC, a Florida limited liability company, respectfully requests entry of a judgment awarding Plaintiff damages, plus interest, costs, and attorneys' fees, against Defendant, Sound Strategic Solutions, LLC, a Florida limited liability company; and providing any other and further relief that the Court deems necessary and proper.

**COUNT VIII: VIOLATION OF FLORIDA REVISED LIMITED  
LIABILITY COMPANY ACT  
(WRONGFUL DISSOCIATION)  
(Against SSS)**

157. This is a derivative action by Freeman5 ex rel. Slingshot against SSS for damages resulting from SSS' wrongful dissociation in violation of § 605.0601, Florida Statutes (2022).

158. Freeman5 ex rel. Slingshot hereby re-alleges and incorporates by reference the allegations of paragraphs 1 through 40 above as if fully set forth herein.

159. Pursuant to § 4.4 of the Operating Agreement, Slingshot's members are not permitted to dissociate or withdraw as a member pursuant to § 605.0601(1) or § 602.0602(1), Florida Statutes, or otherwise, before Slingshot is dissolved and wound up.

160. Slingshot has not been dissolved and wound up.

161. SSS breached § 4.4 of the Operating Agreement by asserting in its April 7, 2023 letter to Freeman<sup>5</sup> that “[e]ffective immediately,” SSS “withdraws from any business agreements with Freeman <sup>5</sup> [sic] (the Freemans).”

162. By withdrawing as a member of Slingshot in breach of an express provision of the Operating Agreement, SSS violated § 605.0601(2)(a), Florida Statutes (2022).

163. Furthermore, by withdrawing as a member of Slingshot prior to the winding up of Slingshot and by express will, SSS violated § 605.0601(2)(b), Florida Statutes (2022).

164. As a result of SSS’ violations of § 605.0601, Florida Statutes, Freeman<sup>5</sup> ex rel. Slingshot has suffered damages, including, but not limited to, the loss of SSS’ financial support for Slingshot’s purpose.

165. Freeman<sup>5</sup> made a demand on SSS on April 24, 2023 that SSS refrain from further claiming that it is no longer a member of Slingshot and abide by § 4.4 of the Operating Agreement, but SSS refused to comply within a reasonable time.

166. Further demand on SSS would be futile because SSS has explicitly refused to refrain from further violations of the Operating Agreement, and irreparable injury would result to Slingshot by waiting for SSS to agree to comply with the Operating Agreement.

WHEREFORE, Plaintiff, Freeman5 LLC, a Delaware limited liability company, on behalf of Slingshot Environmental LLC, a Florida limited liability company, respectfully requests entry of a judgment awarding Plaintiff damages, plus interest, costs, and attorneys' fees, against Defendant, Sound Strategic Solutions, LLC, a Florida limited liability company; and providing any other and further relief that the Court deems necessary and proper.

**COUNT IX – JUDICIAL DISSOCIATION**  
**(Against SSS)**

167. This is a derivative action by Freeman5 ex rel. Slingshot against SSS for judicial dissociation pursuant to § 605.0602(6), Florida Statutes (2022).

168. Freeman5 ex rel. Slingshot re-alleges and incorporates by reference the allegations of paragraphs 1 through 40 above as if fully set forth herein.

169. SSS engaged in wrongful conduct that has adversely and materially affected, or will adversely and materially affect, Slingshot's activities and affairs by, among other things, seeking to wrongfully dissociate from Slingshot, refusing to participate in Slingshot's business activities, and, through its principals, the Ludgates, misappropriating Slingshot's trade secrets and confidential and proprietary information.

170. Furthermore, through the actions described in paragraph 169, SSS has engaged in conduct relating to Slingshot's activities and affairs which

makes it not reasonably practicable to carry on the activities and affairs of Slingshot as a member.

171. A demand on SSS to properly dissociate as a member of Slingshot would be futile because SSS has explicitly refused to comply with Freeman5's demands to refrain from violating the Operating Agreement, and the actions of SSS' principals, the Ludgates, demonstrate that SSS has not, and would not, exercise independent and disinterested business judgment in responding to such a demand.

WHEREFORE, Plaintiff, Freeman5 LLC, a Delaware limited liability company, on behalf of Slingshot Environmental LLC, a Florida limited liability company, respectfully requests entry of a judgment against Defendant, Sound Strategic Solutions, LLC, a Florida limited liability company: (a) deeming SSS to be dissociated as a member of Slingshot, (b) awarding attorneys' fees and costs incurred in bringing this action, and (c) providing such other and further relief that the Court deems necessary and proper.

**COUNT X – DEFAMATION (ON ITS FACE)**  
**(Against T. Ludgate and A. Ludgate)**

172. This is an action by B. Freeman, M. Freeman, and Asphalt365 (collectively, "Asphalt365 Plaintiffs") against T. Ludgate and A. Ludgate for damages caused by defamation.

173. The Asphalt365 Plaintiffs re-allege and incorporate by reference the allegations of paragraphs 1 through 40 above as if fully set forth herein.

174. The statements described in paragraph 34 above, made by the Ludgates concerning the Asphalt365 Plaintiffs, were false and defamatory.

175. The Ludgates made these false and defamatory statements against the Asphalt365 Plaintiffs without reasonable care as to the truth or falsity of the statements and with reckless disregard for the rights of the Asphalt365 Plaintiffs.

176. Although the Ludgates knew or should have known that the statements were defamatory on their face, the Ludgates proceeded to make the false and defamatory statements without regard to the Asphalt365 Plaintiffs.

177. The Ludgates' actions constituted unprivileged statements to third parties of the above-described false and defamatory statements about the Asphalt365 Plaintiffs.

178. The Ludgates' actions amount to, at minimum, negligence or gross negligence and were done with malice in an attempt to injure the Asphalt365 Plaintiffs' reputations. The Ludgates made the above statements with the intent to expose the Asphalt365 Plaintiffs to hatred, ridicule, or contempt, and injured the Asphalt365 Plaintiffs in their business, reputations, or occupations.

179. The Ludgates' actions were the direct and proximate cause of damages suffered by the Asphalt365 Plaintiffs, who have suffered loss of reputation, loss of business, embarrassment, humiliation, and outrage, and have otherwise been directly damaged by the Ludgates' unprivileged actions.

180. In excess of the specific damages suffered by the Asphalt365 Plaintiffs, they are entitled to special damages due to the special harm caused by the Ludgates' unprivileged statements.

181. The Ludgates made these false and defamatory statements without reasonable care to determine the falsity of the statements.

WHEREFORE, Plaintiffs, Matthew Blake Freeman, an individual, Mimi Freeman, an individual, and Asphalt365 Incorporated, a Florida corporation, demand that the Court enter judgment against Defendants, Troy T. Ludgate, an individual, and Anne E. Ludgate, an individual, and award all damages, including punitive damages, interest, and costs, attorneys' fees under the wrongful conduct doctrine, and such other and further relief as the Court deems necessary and proper.

**COUNT XI – DEFAMATION (INNUENDO)**  
**(Against T. Ludgate and A. Ludgate)**

182. This is an action by the Asphalt365 Plaintiffs against T. Ludgate and A. Ludgate for damages caused by defamation.

183. The Asphalt365 Plaintiffs re-allege and incorporate by reference the allegations of paragraphs 1 through 40 above as if fully set forth herein.

184. The statements described in paragraph 34 above, made by the Ludgates concerning the Asphalt365 Plaintiffs, were false and defamatory.

185. The Ludgates made these false and defamatory statements against the Asphalt365 Plaintiffs without reasonable care as to the truth or falsity of the statements. The Ludgates made and published false and defamatory statements with reckless disregard for the Asphalt365 Plaintiffs' rights.

186. Although the Ludgates knew or should have known that the statements were defamatory by innuendo, the Ludgates proceeded to make the false and defamatory statements without regard to the Asphalt365 Plaintiffs.

187. The Ludgates' actions constituted unprivileged publications to third parties of the above-described false and defamatory statements about the Asphalt365 Plaintiffs.

188. The Ludgates' actions amount to, at minimum, negligence or gross negligence and were done with malice in an attempt to injure the Asphalt365 Plaintiffs' reputations. The Ludgates made the above statements with the intent to expose the Asphalt365 Plaintiffs to hatred, ridicule, or contempt, and injured the Asphalt365 Plaintiffs in their business, reputations, or occupations.



189. The Ludgates' actions were the direct and proximate cause of damages suffered by the Asphalt365 Plaintiffs, as the Asphalt365 Plaintiffs have suffered loss of reputation, loss of business, embarrassment, humiliation, and outrage, and have otherwise been directly damaged by the Ludgates' unprivileged actions.

190. In excess of the specific damages suffered by the Asphalt365 Plaintiffs, they are entitled to special damages due to the special harm caused by the Ludgates' unprivileged statements.

191. The Ludgates made these false and defamatory statements without reasonable care to determine the falsity of the statements.

WHEREFORE, Plaintiffs, Matthew Blake Freeman, an individual, Mimi Freeman, an individual, and Asphalt365 Incorporated, a Florida corporation, demand that the Court enter judgment against Defendants, Troy T. Ludgate, an individual, and Anne E. Ludgate, an individual, and award all damages, including punitive damages, interest, and costs, attorneys' fees under the wrongful conduct doctrine, and such other and further relief as the Court deems necessary and proper.

**COUNT XII – TORTIOUS INTERFERENCE WITH CONTRACTUAL  
RELATIONSHIPS**  
**(Against T. Ludgate and A. Ludgate)**

192. This is an action by Asphalt365 against T. Ludgate and A. Ludgate for damages caused by tortious interference with contractual relationships.

193. Asphalt365 re-alleges and incorporates by reference the allegations of paragraphs 1 through 40 above as if fully set forth herein.

194. Asphalt365 had existing contractual relationships with other employees and independent contractors prior to the Ludgates making false and defamatory claims to such employees and independent contractors as described in paragraph 34 above.

195. The Ludgates had knowledge of these existing contractual relationships due to the Ludgates' personal interactions with Asphalt365's employees and independent contractors.

196. The Ludgates intentionally and unjustifiably interfered with the contractual relationships between Asphalt365 and its employees and independent contractors by making false statements against Asphalt365, which defamed and disparaged Asphalt365.

197. Asphalt365 has been damaged by the Ludgates' interference with Asphalt365's contractual relationships with its employees and independent contractors.

WHEREFORE, Plaintiff, Asphalt365 Incorporated, a Florida corporation, demands that the Court enter judgment against Defendants, Troy T. Ludgate, an individual, and Anne E. Ludgate, an individual, and award all damages, including punitive damages, interest, and costs, attorneys' fees

under the wrongful conduct doctrine, and such other and further relief as the Court deems necessary and proper.

Respectfully submitted this 17th day of May, 2023.

*/s/ Gennifer L. Bridges* \_\_\_\_\_

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