

CAUSE NO. 348-366986-25

CTC PROPERTY LLC,

Plaintiff,

v.

ALEKSANDR SHULGIN,

Defendant.

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IN THE DISTRICT COURT

\_\_\_\_\_ JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

**PLAINTIFF’S VERIFIED ORIGINAL PETITION,  
APPLICATION FOR TEMPORARY RESTRAINING ORDER  
AND TEMPORARY AND PERMANENT INJUNCTIONS, AND WRIT OF  
SEQUESTRATION**

TO THE HONORABLE JUDGE OF THIS COURT:

Plaintiff CTC Property LLC (“CTC”) files this Verified Original Petition, Application for Temporary Restraining Order and Temporary and Permanent Injunctions, and Writ of Sequestration (the “Verified Petition”) against Defendant Aleksandr Shulgin (“Shulgin”) and respectfully shows the Court as follows:

## I. INTRODUCTION

Defendant Shulgin brazenly and knowingly violated his nondisclosure agreement with CTC (the “NDA”) in a calculated attempt to steal and spread Plaintiff CTC’s highly confidential data center construction designs, which provide the computational advantage and competitive edge for U.S. artificial intelligence (“AI”) companies. Per the terms of the NDA, Shulgin agreed that any breach, including the unauthorized taking and/or use of CTC’s confidential information, could cause irreparable damage to CTC and entitle CTC to injunctive relief. Shulgin cannot now contest that fact. If he took, used, or published CTC’s confidential information in any unauthorized way, which the evidence proves he did, then this Court should issue a temporary restraining order and injunctive relief as the NDA, the law, and equity demand.

Shulgin – with both a Russian and U.S. online presence – used his former position as a technician subcontractor to misappropriate CTC’s confidential information to take photos (herein after, “Unauthorized Photos”). of the inside workings of a data center CTC is building in Memphis, Tennessee (the “CTC Facilities”). Indeed, because he did so so quickly after taking the position and on information and belief was terminated within a month of starting for not satisfactorily performing his actual job, it appears these actions may be part of a larger nefarious plan But, at a minimum, the evidence shows that Shulgin irreparably harmed CTC by impermissibly uploading these Unauthorized Photos to Google Maps and an associated review that he authored.<sup>1</sup> Shulgin’s egregious misconduct threatens the success of CTC’s business and the competitiveness in AI innovation, and the Court should hold Shulgin to account.

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<sup>1</sup> Since Plaintiff CTC cannot seal this initial filing, CTC will not include copies of the actual pictures Defendant Shulgin posted online as that would only serve to harm CTC’s interest in these confidential materials.

CTC's trade secrets include how it is able to construct data centers quickly and provide the computer power for AI at the speeds needed for U.S. AI companies to compete and lead the industry, accordingly, the state of progress, the organization of teams of technicians, and the order of their processes is key to CTC's competitiveness.

As such, CTC brings this action to (a) protect its confidential and proprietary information regarding its data-center construction process—part of the essence of its business and the envy of competitors that take much longer to complete data centers; (b) seek relief against Shulgin who intentionally published Unauthorized Photos of the site in violation of his clear contractual obligations; and (c) deter any and all future attempts to misappropriate or impermissibly disclose CTC's confidential and proprietary information.

To prevent irreparable harm to CTC from Defendant Shulgin's egregious misconduct, CTC respectfully requests that the Court enter a temporary restraining order and temporary and permanent injunctions, which are necessary to protect CTC from the harm of further breaches of the NDA and defend CTC's confidential and proprietary information related to the CTC Facilities.

## **II. DISCOVERY CONTROL PLAN**

1. CTC intends to conduct discovery under a Level 3 discovery control plan as set forth in Texas Rule of Civil Procedure 190, except as modified by the Court for purposes of a hearing on the application for temporary injunction.

### **III. PARTIES**

2. Plaintiff CTC Property LLC is a Wyoming corporation with its principal place of business at 1450 Page Mill Road, Palo Alto, California 94304.

3. Defendant Aleksandr Shulgin is an individual residing in the State of Texas. His address is 2607 River Hills Circle, Apt. 1418, Arlington, TX 76006. Upon information and belief, Shulgin is a foreign national.

### **IV. JURISDICTION AND VENUE**

4. Jurisdiction is proper in this Court because the amount in controversy exceeds the minimum jurisdictional limits of this Court.

5. In signing the NDA at issue here, Shulgin irrevocably consented to the exclusive jurisdiction of the Texas courts for any judicial action related to the NDA and Shulgin's breach of the same. Ex. 1 § 9.2 (Executed Shulgin NDA). The laws of Texas govern this suit. *Id.*

6. This Court also has personal jurisdiction over Shulgin because he resides in Arlington, Texas.

7. Under the NDA, Shulgin irrevocably consented to exclusive venue in Tarrant County. *Id.* Shulgin is also domiciled in Tarrant County at the last known address listed above. Tex. Civ. Prac. & Rem. Code § 65.023(a). Venue is proper in Tarrant County.

### **V. FACTUAL BACKGROUND**

#### **A. CTC Invested Substantial Time and Resources in the Development of Highly Valuable Confidential and Proprietary Information for Its Rapid Construction of AI Data Centers.**

8. CTC has invested substantial time and resources into developing and building its data centers for the needs of AI, and that provides CTC a substantial competitive advantage. CTC is uniquely positioned to build the most advanced AI data centers in the world at record speed. The confidential,

proprietary, and trade secret information, which are encompassed in the development and building of CTC's data centers, all contribute to the CTC network's unique competitive edge.

9. It is no secret that CTC's competitors are clamoring to know and understand how CTC is able to accomplish its feat of building data centers for AI faster than anyone else. With an ill-gotten understanding of CTC's confidential and proprietary information regarding its method of design and construction, these competitors could damage and devalue CTC's substantial investment of time and resources, and potentially its entire business model. As discussed in more detail below, CTC diligently works to protect its confidential and proprietary information, including, but not limited to, the confidential nature of CTC's design and construction methodology and execution process, by maintaining security measures like:

- a) badge-only access to the premises;
- b) required preapproval through CTC's visitor management system for all prospective visitors;
- c) nondisclosure and confidentiality agreements that must be executed by all visitors prior to access to the premises;
- d) signage prohibiting all photography and videography on the premises, among other prohibitions;
- e) a 24-hour staffed guard station at the premise's sole entrance/exit;
- f) metal fencing to enclose the entire construction site;
- g) regular foot patrols of the interior premises by security personnel; and
- h) regular roving vehicular patrols of the exterior premises by security personnel.

To preserve its competitive advantage, CTC goes to great lengths to protect the site and CTC's confidential and proprietary information regarding CTC's design, construction, and execution processes for building its data centers.

10. In the face of Shulgin's known breach and misappropriation of CTC's confidential and proprietary information, CTC has already suffered both actual harm and significant irreparable harm for which it seeks this Court's assistance to redress.

**B. Shulgin Entered into a Valid NDA with CTC Before Working at the CTC Facilities.**

11. To complete its rapid construction, CTC contracted with vendors, some of which have subcontractors. Introl Solutions LLC ("Introl") is such a subcontractor and employs on-site technicians who, for example, sort, label, patch, and lay out the cables that connect the AI components.

12. Defendant Shulgin was one such base-level technician. Introl hired Shulgin to perform basic labor like tying cables together, cutting cables to length, plugging in cables, and moving components around the CTC Facilities.

13. On June 9, 2025, a day prior to his official start date, Shulgin signed a mutual nondisclosure agreement with CTC Property LLC that explicitly outlined Shulgin's nonuse, nondisclosure, and protection obligations for CTC's confidential and proprietary information therein. Ex. 1. Shulgin was required to and did execute this NDA and provided a photocopy of his current driver's license before he was approved to work on the premises and receive an access badge. Ex. 2 (Shulgin's Texas State Driver's License).

14. In spite of unambiguous provisions plainly stating Shulgin's contractual obligations for handling CTC's confidential information and the signage at the CTC Facilities clearly indicating that cell phone usage and photography are **strictly** prohibited. Shulgin willfully disregarded the NDA and breached his obligations by taking at least 121 photos of the ongoing construction (which is not allowed) and uploading the Unauthorized Photos of the site to Google Maps and Reviews where they were available on the internet for public display and access.

15. Nothing in the signed NDA or in Shulgin's job functions authorized or necessitated that he take or share photos of the inner workings of CTC's facilities. Therefore, any conduct by Shulgin along

these lines expressly violated the “Permitted Use” terms he agreed to. *See* Ex. 1 § 1 Purpose (specifying disclosure of confidential information under the NDA is “solely for use in . . . fulfilling the objectives of such a business relationship [between the parties],” i.e., performance of rudimentary on-site technician work).

16. As defined in the NDA, Confidential Information refers to:

[I]nformation disclosed by a party or its Affiliate, including its agents, consultants, and professional advisors (“Disclosing Party”) to the other party (“Receiving Party”), including but not limited to, trade secrets, techniques, models, inventions, know-how, processes, sketches, algorithms, data, software, hardware, terms of agreements, negotiations or proposals, financial, business, user, sales or technical information, and such other information disclosed (a) in written or other tangible form and marked “Confidential” or with words of similar import, (b) orally or visually and identified as confidential or proprietary information at the time of disclosure, or (c) under circumstances by which Receiving Party should reasonably understand such information is to be treated as confidential, whether or not marked “Confidential” or otherwise.

Ex. 1 § 2 (hereafter, “Confidential Information”). In this instance, CTC is the “Disclosing Party” while Shulgin is the “Receiving Party” and all Confidential Information at issue is wholly owned by CTC.

17. Under the NDA, Shulgin expressly agreed to (a) **“hold in strict confidence and not disclose the Confidential Information to any individual or third party”** except for “Authorized Recipients” as defined in the NDA; (b) **“use the Confidential Information for no purpose other than the Permitted Use”**; and (c) **“protect the Confidential Information with at least the same degree of care that the [Shulgin] uses to protect [his] own confidential information, but in no case, less than reasonable care.”** *Id.* § 3 (emphases added).

18. Shulgin agreed to adhere to the terms of the NDA from the Effective Date, June 9, 2025, up until two years thereafter (June 9, 2027). *Id.* § 8. Shulgin is still bound to these nonuse, nondisclosure, and protection obligations today. *See id.*

19. With respect to the nonuse, nondisclosure, and protection of CTC's Confidential Information, Shulgin further agreed that these specific obligations "survive[d] any expiration or termination of this NDA **for a period of five (5) years** from the date of any such termination." *Id.* § 7 (emphasis added). That means Shulgin is obligated to not use or disclose and affirmatively protect CTC's Confidential Information until June 9, 2030.

20. Moreover, the NDA specifically stated that the "obligations with respect to the non-use, non-disclosure, and protection of the **Confidential Information which shall also constitute a trade secret** shall survive any expiration or termination of this NDA indefinitely." *Id.* (emphasis added).

21. Shulgin had no implied right to CTC's Confidential Information or implied relationship that could justify his taking and uploading photos of the CTC Facilities. *See id.* These photos contained CTC's Confidential Information and under Section 7, "**Confidential Information is and shall remain the sole property of the Disclosing Party**, and no license or other right to CTC's Confidential Information or Intellectual Property is granted or implied in this Agreement or by any disclosure." *Id.* (emphasis added). Furthermore, the NDA did not create "any employment, joint venture, or agency between the parties." *Id.*

22. Shulgin also had an obligation to return or destroy CTC's Confidential Information—specifically, "all documents and other tangible materials representing the Disclosing Party's Confidential Information," upon his termination and the end of the business relationship between him and CTC. *Id.* § 6.

23. Finally, Shulgin also agreed that any breach of the "Agreement **may cause irreparable damage to the other party and hereby agrees that the other party will be entitled to seek injunctive relief under this Agreement**, as well as such further relief as may be granted by a court of competent jurisdiction." *Id.* § 9.3(emphasis added).

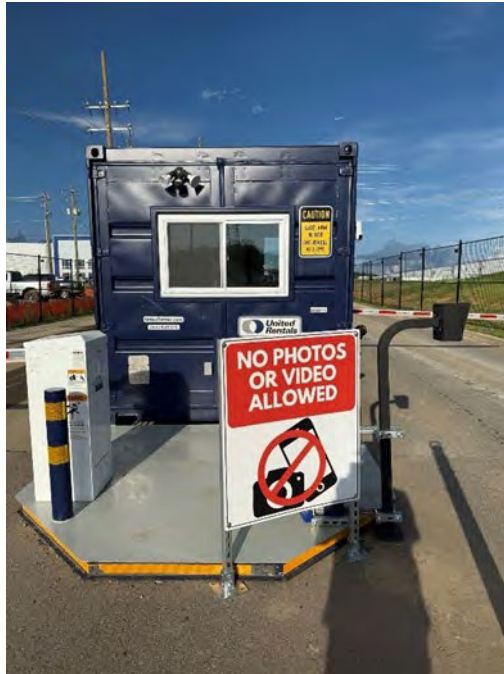
**C. In Addition to Its Contractual Safeguards, CTC Maintained Additional Security Measures on the Site Premises.**

24. In addition to requiring NDAs, as discussed above, CTC made a concerted effort to protect its valuable confidential and proprietary information from unauthorized disclosure. This is done in part because if a competitor were to gain access to this information, it would harm CTC's business and unfairly undermine CTC and its affiliates' hard-fought competitive advantage.

25. CTC operates an active construction site that is fenced entirely, has a large set-back from the nearest road, and is located near a heavily wooded area with no public sidewalks. The external perimeter is patrolled regularly by CTC's on-site security who can readily distinguish between authorized personnel and trespassers.

26. There is a single-gated entry/exit that is monitored by a guard station that is staffed 24 hours per day, seven days a week. Anyone who does not meet CTC's strict criteria for entry, one of which is having an assigned electronic badge that logs usage, is refused entry and asked to leave immediately.

27. CTC uses signage throughout the CTC Facilities to note that cell phone usage and photography are **strictly** prohibited. CTC has erected several signs on the external perimeter, including signs reading "No Trespassing," "Private Property," "No Drone Use," and "No Photography/Videography," to deter unauthorized persons from accessing the premises and prevent authorized persons from engaging in prohibited conduct on the premises. An example of the signage posted at the entry of the location where Shulgin worked is included below:



Ex. 3 (Signage at Guard Gate). Shulgin would have had to pass this large sign that reads “No Photos Or Video Allowed” every day he was at work.

28. In addition to this signage, CTC staffs several guards who regularly patrol the site’s interior on foot throughout the workday. These guards actively search for any security violations and intervene accordingly.

29. Shulgin was subject to all of these security measures *and* must have been aware of their purpose—to safeguard CTC’s confidential and proprietary information regarding, among other things, the design and methodology for construction of the CTC Facilities.

**D. Shulgin Subverted CTC’s Security Measures and Intentionally Breached His Non-Use, Nondisclosure, and Protection Obligations.**

30. Shulgin’s first day on the job at the CTC Facilities was June 10, 2025. Shulgin’s tenure with Introl on the CTC Facilities lasted less than a month. Upon information and belief, Shulgin’s job performance and attitude were not satisfactory, leading to Introl terminating him on July 7, 2025.

31. Upon his termination, Shulgin had, and still has, a contractual duty to CTC not to use or disclose CTC’s Confidential Information. Ex. 1 § 3. Shulgin also had and continues to have an affirmative

**PLAINTIFF’S VERIFIED ORIGINAL PETITION, APPLICATION FOR TEMPORARY RESTRAINING ORDER AND TEMPORARY AND PERMANENT INJUNCTIONS – PAGE 10**

duty to protect CTC's Confidential Information with reasonable care as well as return and/or destroy said Confidential Information upon termination. *Id.*

32. On July 13, 2025, at roughly 11:00 p.m. Central Standard Time, a Google Review account using the pseudonym "Secret Santa" posted a disparaging review of Introl and attached to the post approximately 121 Unauthorized Photos of the CTC Facilities, capturing images of both the interior and exterior, including persons wearing Introl vests and doing the networking cable work assigned to Introl (including Shulgin) at the CTC site. Secret Santa's post made scathing critiques about Introl, including "Introl is terrible at fulfilling its obligations. Working for the company, I realized that it is a completely hypocritical company that does not fulfill its obligations to its employees." The pictures posted by Secret Santa could only have been obtained by someone with badge access to the facility.

33. The next day, CTC was alerted to this Secret Santa Google Review pinned on Google Maps to the location of the CTC Facility. Upon reviewing the post, CTC confirmed that this was, in fact, an unauthorized disclosure of CTC's Confidential Information—specifically, the 121 unauthorized photo attachments captured CTC's confidential design and construction methodology and execution process of the CTC Facilities.

34. That same day, less than 24 hours after Secret Santa's initial breach, CTC sent Google an urgent takedown request for the Google Maps post, the associated Review, all accompanying Unauthorized Photos, and unauthorized Google Maps references to the CTC Facilities. In the takedown request, CTC explained that the photos contained CTC's Confidential Information about the CTC Facilities, which expressly prohibits all photography so the photos could not have been taken without violating nondisclosure and confidentiality agreements. CTC further noted that it was directly and immediately harmed by Google's public display of CTC's Confidential Information and the physical security of its personnel were also at risk.

35. On July 15, 2025, Google complied with CTC’s entire takedown request, removing the Secret Santa Google Maps post, the Google Review, the attached Unauthorized Photos, and the Google Maps location references. Copies of CTC’s Confidential Information still may exist on Google’s backup servers or on Secret Santa’s other Google products (e.g., Google Drive, Gmail, etc.).

36. Furthermore, the “Secret Santa” could have used, disclosed, uploaded/downloaded, saved, and/or transferred these Unauthorized Photos and other CTC Confidential Information to CTC’s potential competitors or to other messaging applications/public forum websites.

**E. No Other Person But Shulgin Had Both Access to the CTC Facilities and Connections to the Secret Santa Account from which CTC’s Confidential Information was Published; Therefore, Shulgin Must Be the Source of the Unauthorized Disclosure.**

37. When CTC first received notice of the Secret Santa Google Review and unauthorized disclosure, CTC took immediate action to identify the user of the Secret Santa account that uploaded CTC’s confidential information.

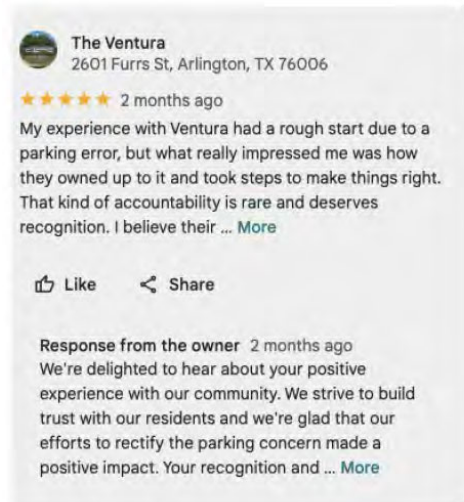
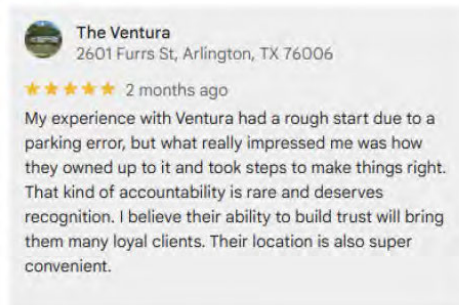
38. CTC conducted a thorough review of the Secret Santa account, which at the time had only two posted reviews: (1) the unauthorized review of CTC Facilities and (2) a review for The Ventura apartment complex located in Arlington, Texas.



Ex. 4 (Secret Santa Account Screenshot).

39. Secret Santa’s most recent post, the unauthorized CTC Facilities review, was uploaded just six days after Shulgin was terminated by Introl. The Unauthorized Photos of the site captured both interior and exterior areas, all areas that Shulgin had access to during his Introl employment and time working at the CTC Facilities. Moreover, the Unauthorized Photos contained CTC’s Confidential Information and specifically depicted the confidential methods, plans, designs, construction, and processes CTC uses in building its rapid data center construction.

40. Secret Santa’s second post was a two-month-old (May 2025) review for The Ventura apartment complex, located at 2601 Furrs Street in Arlington, Texas (the “Secret Santa Ventura Review”). This review discussed a “rough start due to a parking error” and stated that The Ventura “owned up to [a parking error] and took steps to make things right.” Ex. 5 (the Secret Santa Ventura Review). Secret Santa further noted that The Ventura’s “ability to build trust will bring them many loyal clients. Their location is also super convenient.” *Id.* The full Secret Santa Ventura Review and response from The Ventura are reproduced below.



*Id.*

41. With this lead, CTC then reviewed all the profiles for Google Review user accounts that had submitted reviews of The Ventura and was thereby able to identify a single name that showed an association with both Arlington, Texas and CTC Facilities: Aleksandr Shulgin. CTC uncovered Secret Santa's connection to "Introl," the same company contracted to provide technical services at the CTC Facilities by combing through its list of Introl personnel with badge access to the site (the "List"). The List contained only the names, email addresses, and cell phone numbers of Introl personnel.

42. Aleksandr Shulgin emerged as the only individual with a connection to both The Ventura and Introl. He left a review on the Google profile for The Ventura and had badge access to the CTC Facilities as an Introl employee.

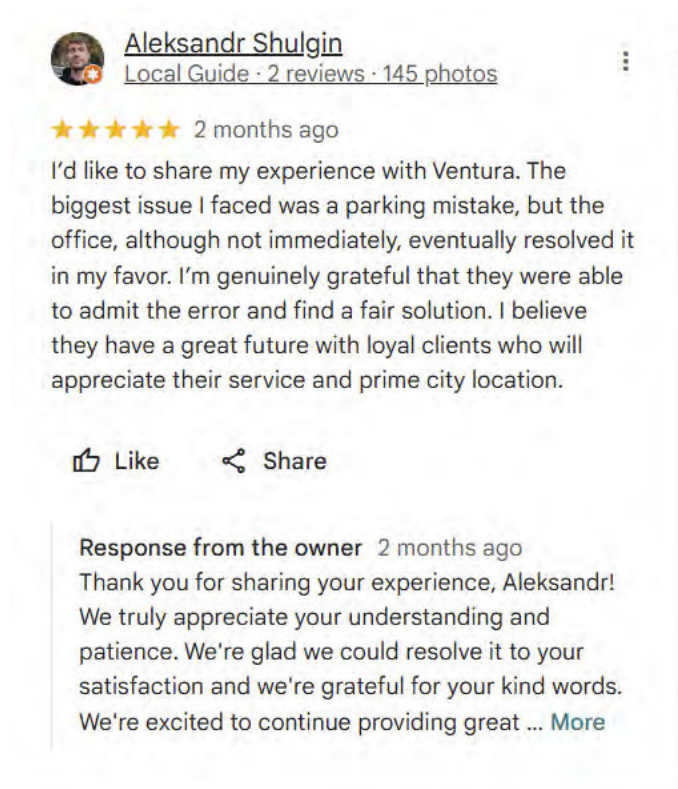
43. CTC then ran the phone number associated with Shulgin (with area code 945-) on the List and confirmed that the 945 portion of Shulgin's phone number was a Dallas, Texas-area code, which is **PLAINTIFF'S VERIFIED ORIGINAL PETITION, APPLICATION FOR TEMPORARY RESTRAINING ORDER AND TEMPORARY AND PERMANENT INJUNCTIONS – PAGE 14**

adjacent to Arlington, Texas where The Ventura is located. CTC's system search also revealed that Shulgin is a Texas resident. Ex. 2 (Shulgin's Texas State Driver's License).

44. CTC's investigation revealed that **only one individual, Aleksandr Shulgin, (a) had access to the CTC Facilities as an Introl employee and (b) had a Dallas, Texas area phone number as well as Texas State driver's license, a copy of which was kept in Shulgin's file in CTC's visitor management system. *Id.***

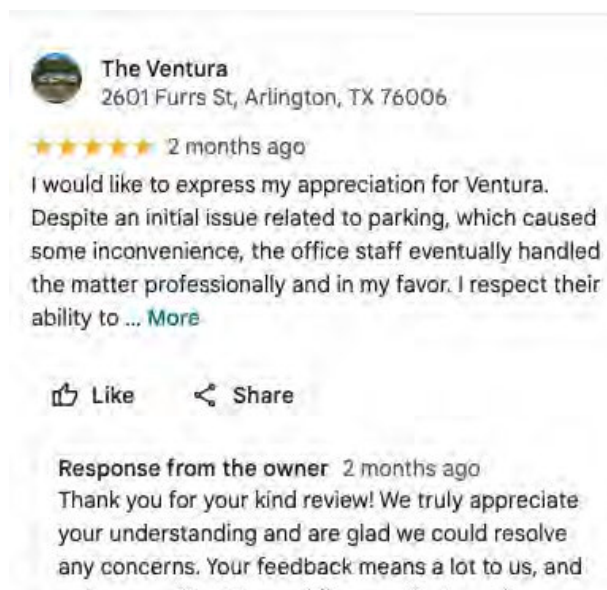
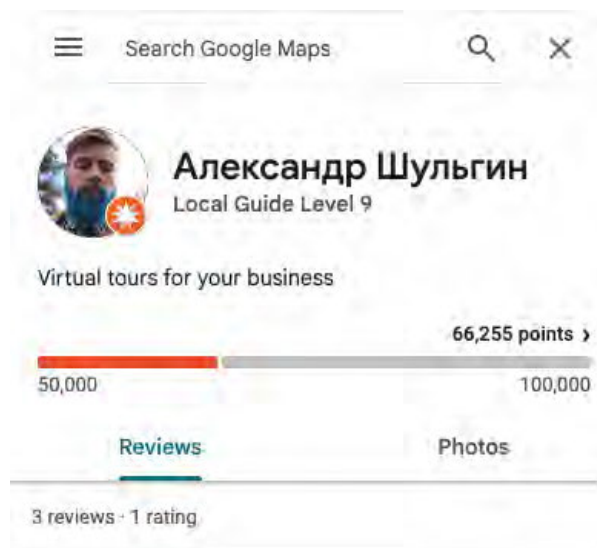
45. Shulgin's last known address (2607 River Hills Circle, Apt. 1418, Arlington, Texas) is just a 10-minute walk from The Ventura apartment complex.

46. CTC then conducted a thorough search for Google profiles under the name "Aleksandr Shulgin" and identified two Shulgin Google Review profiles that spelled out his name: one in English and the other in Russian. Both profiles had similar two-month-old reviews for the **same Ventura apartment complex** located in Arlington, Texas. These reviews addressed a parking issue that was favorably resolved in the same way. In his English profile, Shulgin wrote, "The biggest issue I faced was a parking mistake" and "I'm genuinely grateful that they were able to admit the error and find a fair solution. I believe they have a great future with loyal clients who will appreciate their service and prime city location." Ex. 6 (Shulgin's English Profile). The Ventura Review and response from The Ventura for Shulgin's English Profile are reproduced below.



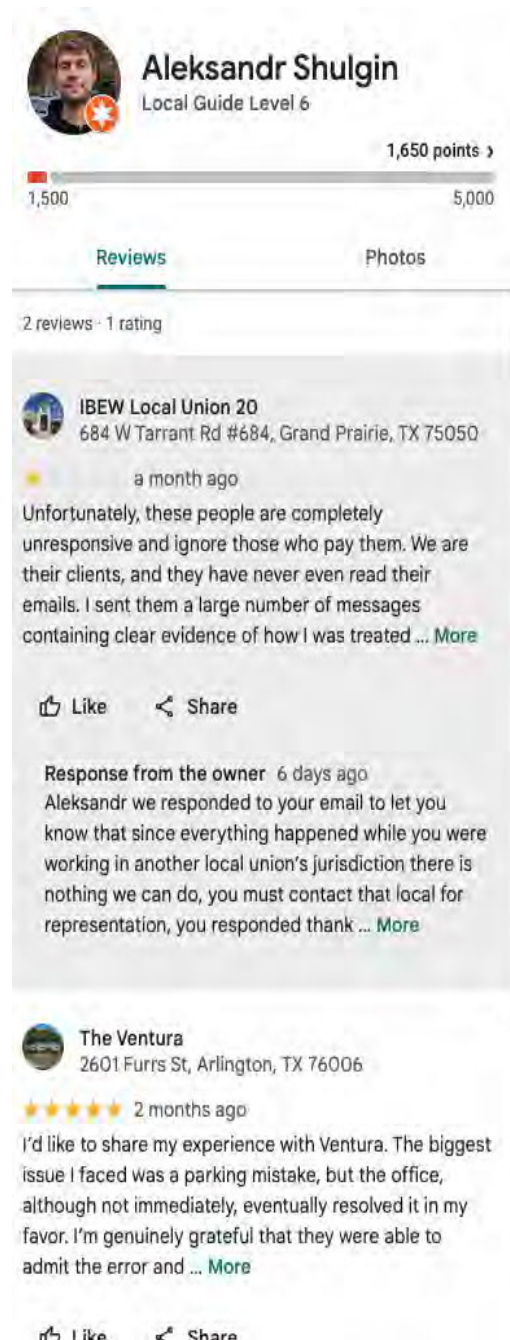
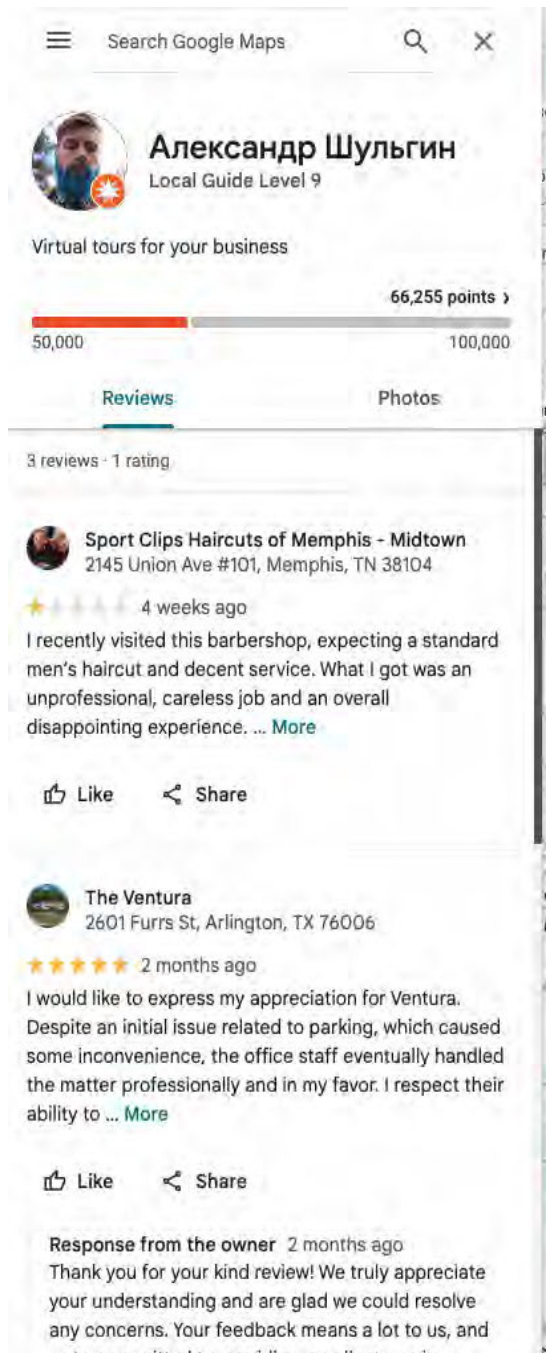
*Id.*

47. In his Russian profile, Shulgin wrote, “I would like to express my appreciation for Ventura. Despite an initial issue related to parking, which caused some inconvenience, the office staff eventually handled the matter professional and in my favor . . . .” Ex. 7 (Shulgin’s Russian Profile). The Ventura Review and response from The Ventura for Shulgin’s Russian Profile are reproduced below.



*Id.*

48. A side-by-side comparison of the reviews from Shulgin's English and Russian Profiles reveal a nearly identical written speech pattern.



Ex. 6; Ex. 7.

49. The similarities between the Secret Santa profile, Shulgin's English Profile and Shulgin's Russian Profile Ventura Reviews are striking and undeniable: The three posts were (a) uploaded two months ago; (b) reviewed the same Arlington, Texas apartment complex, The Ventura; (c) remarked on a parking issue that was favorably resolved the same way; and (d) praised The Ventura. Furthermore, the

Secret Santa and the Shulgin English Profile both praised the Ventura's sense of accountability; noted that The Ventura will gain many "loyal clients"; and highlighted The Ventura's great location.

50. The culmination of the evidence discussed above indicates that Shulgin had the access, motive, and opportunity to both CTC Facilities and the Arlington, Texas location;-- and Shulgin must be Secret Santa. Shulgin, a.k.a. Secret Santa, not only had access to the CTC Facilities to take these photos and thereby had unauthorized possession of the Confidential Information contained therein but also used his access to intentionally disclose CTC's Confidential Information on a very public forum, Google Reviews, in violation of the NDA. *See* Ex. 1 §§ 1, 3, 6, 8.

51. Shulgin likely still possesses and controls these photos of CTC Confidential Information on his phone or accounts. Shulgin has already disclosed and there is a serious risk that he may again disclose these Unauthorized Photos or other CTC Confidential Information to CTC's potential competitors, unknown third-party entities, or public internet websites.

52. Upon information and belief, Shulgin has strong ties to foreign territories known for commercial, political, and other forms of interference. This coupled with the taking of such a high volume of photos in just the first month of his employment suggests an improper motive and/or purpose the whole time and perhaps that Shulgin's employment was not a legitimate attempt at work, but on information and belief, was to further another goal.

**F. CTC Took Immediate Action to Prevent Further Harm.**

53. On July 14, 2025, when CTC was alerted to the Secret Santa Google Review and the unauthorized disclosure of CTC's Confidential Information, CTC immediately launched an investigation into the breach. As discussed in detail above, CTC confirmed the breach and requested a takedown of the Secret Santa post within 24 hours of the first alert. CTC also confirmed that Shulgin must be Secret Santa and must be the individual responsible for the breach and unauthorized disclosure of CTC's Confidential Information.

54. While CTC took immediate action to mitigate the damage caused by Shulgin's unauthorized acts, it requires the Court's power to prevent further harm by enforcing Shulgin's contractual duties under the NDA. CTC has reason to believe that misconduct detailed in the Verified Petition may be just the tip of the iceberg, and CTC expects that it will uncover additional evidence of Shulgin's misappropriation and misuse of CTC's Confidential Information. While CTC acted swiftly to mitigate the harms it has identified to date that resulted from Shulgin's unauthorized conduct, it is clear that these efforts alone are insufficient to fully prevent further damage. CTC also brings this lawsuit to prevent further harm by enforcing Shulgin's contractual duties under the NDA. Without the Court's involvement, CTC faces continued exposure and additional irreparable harm.

**G. CTC Will Suffer Significant and Irreparable Harm as a Result of Shulgin's Breach.**

55. Shulgin's probable and actual use (and continued threat of further use/dissemination) of the Confidential Information that he wrongfully acquired from CTC would continue to be a breach of Shulgin's continuing contractual duties to CTC. Shulgin's conduct—both actual and probable—will cause irreparable harm to CTC.

56. Shulgin expressly acknowledged that violating the NDA would cause "irreparable damage" to CTC and qualify CTC for "injunctive relief" as well as "such further relief as may be granted by a court of competent jurisdiction." Ex. 1 § 9.3. Indeed, Shulgin willfully breached his confidentiality obligations to CTC—obligations that are designed to protect CTC's confidential and proprietary business information—and caused irreparable harm to CTC.

57. Some of CTC's Confidential Information has already been used and disclosed by Shulgin, and if Shulgin is not enjoined from further disclosure, CTC risks losing considerable value of its proprietary methods forever. As the Court well knows, once confidential and trade secret information is disclosed, it is forever lost.

58. Shulgin's improper use of CTC's confidential and proprietary information is causing, and will continue to cause, CTC to suffer immediate, substantial, continuing, and irreparable harm and injury by disclosing this information publicly for use by, among others, CTC's competitors. Certainly, the threatened and actual disclosure of CTC's Confidential Information via these Unauthorized Photos constitutes irreparable harm as a matter of law.

59. The Court should protect CTC's confidential and proprietary business information by prohibiting Shulgin from breaching his contractual obligations to CTC, further misappropriating CTC confidential information and proprietary information, and further disclosing the same to unauthorized individuals and/or entities as these breaches would offer CTC's competitors unfair leverage to gain an unearned advantage over CTC and other legitimate competitors, which will cause CTC further irreparable harm. In addition, the Court should order Shulgin to preserve and not delete or destroy any evidence, including the Confidential Information, related to his breaches of his contractual obligations and so that this Court may be better able to assess the harm from his illegal conduct.

60. Unless immediately enjoined, Shulgin will continue to use and disclose CTC's Confidential Information in violation of the NDA. He may also attempt to cover his tracks by deleting evidence of his misconduct that could be used to track to who else he has disclosed CTC's Confidential Information and the entire scope of his harmful actions. The harm caused by Shulgin's violations to CTC will persist, and the CTC network will continue as described above, leaving CTC with no adequate remedy at law. The harm that CTC will suffer if Shulgin is not enjoined outweighs any harm Shulgin would suffer from the issuance of injunctive relief.

**VI. CAUSES OF ACTION**  
**COUNT I**

**Breach of Contract (Actual and Probable)**  
**(Non-Use, Nondisclosure, and Confidentiality)**

61. CTC realleges and incorporates by reference all previous allegations of this Verified Petition as if fully set forth herein.

62. The NDA is a valid and enforceable agreement between CTC and Shulgin that contains nonuse, nondisclosure, and confidentiality obligations as set forth above.

63. CTC has performed its obligations under the NDA.

64. As alleged more fully herein, CTC developed substantial Confidential Information as that term is used in the NDA, including the confidential methods, plans, designs, and processes the CTC network uses for the rapid construction of its data centers.

65. Shulgin has used such Confidential Information in a calculated scheme against CTC and its business, as described more fully herein, and it is highly probable that Shulgin has disclosed or discussed such information with unauthorized third parties, including, but not limited to, CTC's competitors, since his termination or will do so in the future.

66. In addition to irreparable harm, as a direct and proximate result of Shulgin's breaches, CTC has suffered, and will continue to suffer, damages in excess of the minimum jurisdictional limits of this Court, although such damages are not readily ascertainable.

67. CTC is entitled to injunctive relief restraining such conduct, as well as other legal and/or equitable relief.

68. Because of Shulgin's wrongful acts, CTC was forced to retain counsel at the law firm of Winston & Strawn LLP to prosecute these claims. CTC has agreed with its counsel to the reasonable attorneys' fees and expenses incurred on CTC's behalf in this lawsuit. Under Chapter 38 of the Texas Civil Practice & Remedies Code and all applicable agreements and law, CTC has presented its claims and

is entitled to the reasonable and/or necessary attorneys' fees and costs incurred in the prosecution of this lawsuit. Tex. Civ. Prac. & Rem. Code § 38.001(8).

## **VII. INJUNCTIVE RELIEF**

### **Application for Temporary Restraining Order and Temporary and Permanent Injunction**

69. CTC realleges and incorporates by reference all previous allegations of this Verified Petition as if fully set forth herein.

70. CTC seeks injunctive relief under contractual, equitable, and statutory principles. Ex. 1 § 9.3; Tex. R. Civ. P. §§ 680–693; Tex. Civ. Prac. & Rem. Code § 65.011. As shown above, CTC has a probable right of recovery in this action. In addition, CTC will suffer immediate and irreparable harm to its business as a proximate result of former subcontractor Defendant Shulgin's breach of the nonuse, nondisclosure, and confidentiality provisions of the NDA, and Shulgin's use and disclosure of CTC's confidential and proprietary information described herein, including the confidential methods, plans, designs, and processes CTC uses to build its rapid construction data centers. And as addressed above and excerpted below, Shulgin agreed that breach of the NDA may cause irreparable damage and that CTC would be entitled to seek injunctive relief.

3. Remedies. Each party acknowledges that its breach of this Agreement may cause irreparable damage to the other party and hereby agrees that the other party will be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

Ex. 1 § 9.3.

71. The issuance of an injunctive relief will in all respects serve the public good, as companies who have developed confidential and proprietary information that sets them apart as a predominant force within their respective industries through the expenditure of substantial time and resources should be protected, and contractors should not be permitted to wantonly breach agreements that strive to protect such confidential and proprietary information.

72. If Defendant Shulgin is not enjoined as requested herein, CTC's Confidential Information, as well as the significant time and resources CTC has spent cultivating the talent and work to produce its unique data centers, is threatened, thereby causing irreparable harm to CTC, its network, its brand, and its business model.

73. The total damage caused or that will be caused by Shulgin's breach of the NDA, and Shulgin's taking, use, disclosure, and continued inappropriate possession and control of CTC's Confidential Information, cannot be adequately compensated by money damages, leaving CTC with no adequate legal remedy. Unless Defendant Shulgin is enjoined as requested herein, CTC will suffer irreparable injury and harm for which it lacks an adequate remedy of law.

74. In addition, in light of Shulgin's conduct to date, which reveals efforts of deception and concealment, and actual misappropriation of CTC's Confidential Information, including confidential design and construction methodology and execution process by Shulgin, and in order to maintain the status quo, CTC respectfully requests that the Court order Shulgin to immediately produce to the designated representative of CTC's certified computer forensics expert, for forensic inspection of any computers, laptops, iPads, tablets, hard drives, thumb drives, cell phones, androids, and other digital storage devices ("Devices") in his possession, custody, or control (along with all passwords and two-factor authentication necessary to access these) upon service of the Temporary Restraining Order entered by this Court.

75. The purpose of the requested turnover is to preserve the status quo and Confidential Information, including confidential design and construction methodology and execution process, proprietary information, and highly sensitive business information and trade secrets of CTC to, in part, investigate which, if any, of the Devices Shulgin used to upload/download and copy CTC information were plugged in, connected to, and/or accessed on other devices or accounts, and what CTC property, documents, and information reside on the same. CTC and its expert will treat the production of these devices as "Attorneys' Eyes Only," as defined in the Proposed Protective Order filed conjunctively with

the Petition and only permit a forensic expert to review these devices after signing the protective order on an “Attorneys’ Eyes Only” basis. CTC requests that the Devices be produced and reviewed according to the protocol below.

76. CTC respectfully requests that a temporary restraining order be issued, and temporary and permanent injunctions be granted enjoining and restraining Shulgin and, as applicable, his collective and respective agents, servants, employees, employers, attorneys, and those persons in active concert or participation with them from temporarily and permanently acting as follows:

- a. Using, uploading, disclosing or transferring, or assisting or encouraging others to use, upload, share, disclose or transfer any CTC Confidential Information, including, but not limited to, the Unauthorized Photos knowledge, know-how, reverse know-how, documents, data, or other intellectual property of CTC, including, but not limited to, any CTC Confidential Information, knowledge, know-how, reverse know-how, documents, data, or other intellectual property that Shulgin received, maintained, or had access to during or after the course of his employment at Introl;
- b. Directly or indirectly offering for sale, distributing, marketing, selling, or utilizing any product or services derived in whole or in part from CTC Confidential Information, including, but not limited to, Unauthorized Photos;
- c. Altering, deleting, removing, or writing over in any respect the Unauthorized Photos or any documents, computer files (including, but not limited to, emails, hard drives, thumb drives, disc drives, zip drives, or any data stored in a cloud system), information, data, drafts, or other materials obtained from or belonging to CTC or containing or referring to (i) CTC’s Confidential Information as defined in the NDA, trade secrets, or proprietary information; (ii) work performed with, for, or on behalf of CTC or Shulgin’s former employer, Introl, for CTC’s benefit, until such time as those materials may be turned over in discovery or until further order of the Court;
- d. Altering, deleting, transferring and/or assisting in the same for any and all information that may be relevant to the claims and defenses in this case;
- e. Shulgin will not delete or modify in any way any data, files, or other information from or on the Devices prior to turning them over for forensics inspection and will immediately stop any system-automated deletions or data cleanup and will stop any backup overwriting practices that may be in place;
- f. With respect to any Devices, Shulgin will immediately produce those Devices to CTC’s certified computer forensics expert who will make a complete forensic image of the Devices to hold in escrow for potential use in this proceeding;

- g. CTC's forensic expert will create a second forensic image of each Device for use by the forensic expert and CTC counsel on an outside counsel attorneys' eyes only basis, but no information will be provided to counsel until the protocol below has been followed. Upon analysis of the Device image(s), CTC's forensic expert will exclude from production to and review by CTC, pursuant to any standard forensics protocol, privileged information, including all privileged emails, files, and texts, with any specifically identified lawyers or agents acting on Shulgin's behalf;
- h. Any privileged emails will be set aside and, if requested, provided to Shulgin's counsel for review; and
- i. If the Unauthorized Photos, or CTC documents, or Confidential Information is located on any Device, those documents and information can be shared with CTC's outside and in-house counsel and any other CTC employees assisting with or working on issues relating to Shulgin's separation from Introl and this lawsuit.

77. The above restrictions and injunctive relief are reasonably and narrowly tailored to that extent necessary to protect CTC's Confidential Information, including confidential design and construction methodology and execution process, proprietary information, and highly sensitive business information and trade secrets.

78. CTC further requests that by July 25, 2025, Shulgin shall provide to the designated representative of CTC's certified computer forensics expert, the names of attorneys from whom Shulgin has obtained legal advice so that communications with those attorneys can be screened or filtered from any information sent to CTC's counsel by a computer forensics expert as a result of any forensics inspection.

#### **Application for Writ of Sequestration**

79. CTC hereby allege and incorporate the preceding paragraphs of this Verified Petition as if fully set forth herein.

80. Based on the allegations and grounds in the Verified Petition, as verified by witnesses with personal knowledge, upon information and belief, Shulgin has in his possession certain property, described more particularly in subparagraphs (a) and (b) below, located in Tarrant County. Based on the allegations in the Verified Petition, including the past conduct by Shulgin, there is an immediate danger

that the property in question will be concealed, disposed of, ill-treated, wasted, destroyed, or converted. Pursuant to Texas Rule of Civil Procedure 696, CTC respectfully requests that the Court enter a Writ of Sequestration, ordering that a Texas Sheriff, Constable, or other proper authority take into their possession and sequester the following property:

- a. Any and all any computers, laptops, iPads, tablets, hard drives, thumb drives, cell phones, androids, and other digital storage devices (“Devices”) in his possession, custody, or control (along with all passwords and two-factor authentication necessary to access these); and
- b. Any and all tangible files or documents in Shulgin’s possession, custody, or control containing or referring to CTC’s Confidential Information including but not limited to the confidential methods, plans, designs, construction, and processes CTC uses in building its rapid data center construction.

81. The physical property identified above, specifically, the computers, laptops, iPads, tablets, cell phones, androids, hard drives, or other physical computer media, is valued at anywhere from \$500 to \$1,000 per device. As discussed above, the value of CTC’s Confidential Information contained therein is difficult to ascertain, but it is tremendously valuable to CTC.

82. Once sequestered, computers, laptops, iPads, tablets, hard drives, thumb drives, cell phones, androids, and other digital storage devices, or other physical media shall be forensically imaged by CTC’s certified computer forensics expert, Charles River Associates, and the Court may enter further orders at that time regarding access to the images of the media.

### **VIII. PRAYER**

WHEREFORE, PREMISES CONSIDERED, CTC prays that the Court:

- i. issue a temporary restraining order restraining Defendant Shulgin as requested herein;
- ii. cite Defendant Shulgin to appear and show cause, and that on such hearing, issue a temporary injunction restraining him as requested herein;
- iii. grant CTC's application for sequestration of the tangible and intangible property in Shulgin's possession, custody, or control as set forth above and in the Proposed Order Granting Application for Sequestration submitted herewith;
- iv. grant CTC's request for expedited discovery before the temporary injunction hearing submitted herewith;
- v. grant CTC's request for a protective order submitted herewith;
- vi. enter an order of permanent injunction upon final trial of this cause enjoining Defendant Shulgin as requested herein;
- vii. award CTC all damages to which it is entitled, including, but not limited to, exemplary damages; and
- viii. render judgment against Defendant Shulgin on all counts and for prejudgment and post-judgment interest, reasonable attorneys' fees and expenses, costs of suit, and all other relief that the Court deems appropriate.

Dated: July 24, 2025

Respectfully submitted,

By: /s/ M. Brett Johnson

**WINSTON & STRAWN LLP**

M. Brett Johnson  
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2121 North Pearl Street, Suite 900  
Dallas, TX 75201  
Telephone: (214) 453-6500  
Fax: (214) 453-6400

*Attorneys for Plaintiff CTC Property LLC*

**CERTIFICATE OF SERVICE**

I certify that I caused a true and correct copy of the foregoing to be sent via email and/or hand delivery to Defendant Aleksandr Shulgin contemporaneously with service of process.

/s/ M. Brett Johnson

M. Brett Johnson

**VERTIFICATION**

STATE OF IDAHO )

)

COUNTY OF Bannock )

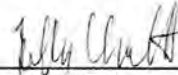
BEFORE ME, the undersigned Notary Public, on this day personally appeared Brandon Finley, Protective Intelligence Lead responsible for Plaintiff CTC Property LLC (“CTC”), who, after being by me duly sworn, stated under oath that he is a duly authorized agent of CTC in this action; and that the factual allegation set forth in paragraphs 8-14, 24-59, and the first two sentences in 67 of the foregoing Verified Original Petition, and the corresponding factual allegations in the Application for Temporary Restraining Order and Temporary and Permanent Injunctions, and Writ of Sequestration, are within his personal knowledge by various means, and are true and correct to the best of his knowledge, information, and belief.

Executed in Bannock County, State of Idaho, on the 24th day of July 2025.

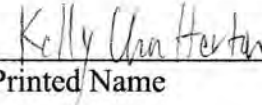


Brandon Finley

**SUBSCRIBED AND SWORN BEFORE ME** on this 24day of July 2025 by Brandon Finley, to certify which witness my hand and official seal.



Notary Public, State of Idaho



Notary's

Printed Name

My Commission Expires: 8/12/26

# **Exhibit 1**



## MUTUAL NON-DISCLOSURE AGREEMENT

**This Mutual Non-Disclosure Agreement (“Agreement”) is effective as of the date of the last signature affixed hereto (“Effective Date”) and is entered into between CTC Property LLC and the individual or organization specified in the table below:**

### **CTC Property LLC**

Contact Information:

POB 491727

Los Angeles, CA 90049

legal@colossusx.com

1. Purpose. The parties desire to protect the confidentiality of certain confidential information of each party to be disclosed under this Agreement solely for use in evaluating or pursuing a potential business relationship between the parties or fulfilling the objectives of such business relationship (“**Permitted Use**”).
2. Definition. “**Confidential Information**” means information disclosed by a party or its Affiliate, including its agents, consultants, and professional advisors (“**Disclosing Party**”) to the other party (“**Receiving Party**”), including but not limited to, trade secrets, techniques, models, inventions, know-how, processes, sketches, algorithms, data, software, hardware, terms of agreements, negotiations or proposals, financial, business, user, sales or technical information, and such other information disclosed (a) in written or other tangible form and marked “Confidential” or with words of similar import, (b) orally or visually and identified as confidential or proprietary information at the time of disclosure, or (c) under circumstances by which Receiving Party should reasonably understand such information is to be treated as confidential, whether or not marked “Confidential” or otherwise.
3. Non-Use and Non-Disclosure Obligations. Subject to Section 5, the Receiving Party agrees that it will hold in strict confidence and not disclose the Confidential Information to any individual or third party except to the Receiving Party’s Affiliates and its and their respective employees, directors, officers, potential sources of financing, independent contractors, agents, consultants, and professional advisors (collectively, “**Authorized Recipients**”) who have a need to know or as expressly approved in writing by the Disclosing Party, and will use the Confidential Information for no purpose other than the Permitted Use. The Receiving Party will also protect the Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own confidential information, but in no case, less than reasonable care. The Receiving Party will limit access to the Confidential Information to only those Authorized Recipients having a need to know and who have

signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein. The Receiving Party will not modify, reverse engineer, disassemble, or decompile the Confidential Information, unless otherwise authorized in writing by the Disclosing Party. The Receiving Party will not reproduce the Confidential Information in any form except as required for the Permitted Use. Any reproduction by a Receiving Party of any Confidential Information will remain the property of the Disclosing Party and will contain all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Disclosing Party. The Receiving Party shall be responsible for any unauthorized use or disclosure of Confidential Information by its Authorized Recipients. The Receiving Party will promptly notify the Disclosing Party in writing upon discovery of any loss or unauthorized disclosure of Confidential Information and cooperate with the Disclosing Party to investigate and mitigate any adverse effects.

4. No Publicity. Each party agrees that it may not make any public disclosures relating to the existence or terms of this Agreement or use the other party's name in any publication, promotional material, or other written or oral statement for public distribution, except with the other party's prior written consent or as may otherwise be required by law, rule or regulation.
5. Exceptions. The Receiving Party will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information if such Receiving Party can demonstrate with competent evidence that such portion of Confidential Information: (a) is or becomes publicly known through no wrongful act or omission of the Receiving Party, (b) is rightfully communicated to the Receiving Party from a third party without obligation of confidentiality, (c) is approved for release by written authorization of the Disclosing Party, (d) is already in the possession of, or lawfully known by the Receiving Party at the time of disclosure by the Disclosing Party, or (e) was developed by the Receiving Party independently and without the use of any Confidential Information. The Receiving Party may disclose certain Confidential Information, without violating the obligations of this Agreement, to the extent such disclosure is required by applicable law, regulation or a valid order of a court or other governmental body having jurisdiction, provided that the Receiving Party: (x) provides the Disclosing Party with reasonable prior written notice of such disclosure (to the extent legally permitted), (y) gives the Disclosing Party an opportunity to challenge or limit the disclosure requirement or seek an appropriate protective order, and (z) reasonably cooperates with the Disclosing Party to narrow the scope of such disclosure to only that portion of the Confidential Information that is necessary to fulfill the order or requirement. Notwithstanding anything herein to the contrary, the Receiving Party or any Authorized Recipients of the Receiving Party to whom the Receiving Party has transmitted Confidential Information may disclose Confidential Information in the course of routine audit or regulatory or federal examinations, or in connection with a blanket document request from a regulatory or governmental entity that does not reference the Disclosing Party, without providing notice to the Disclosing Party.
6. Return or Destruction. Upon written request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party or destroy all documents and other tangible materials representing the Disclosing Party's Confidential Information, provided, however, that the Receiving Party may retain and use such Confidential Information if and to the extent permitted by a license or similar right under a separate agreement. Notwithstanding the foregoing, each party shall be permitted to retain copies of the other party's Confidential Information solely for archival, audit, legal and/or regulatory purposes, provided that any Confidential Information so retained will: (a) remain subject to the

obligations and restrictions contained in this Agreement and (b) in a manner consistent with the retaining party's routine document retention policies and procedures.

7. No Implied Right or Relationship. Confidential Information is and shall remain the sole property of the Disclosing Party, and no license or other right to Confidential Information or intellectual property is granted or implied in this Agreement or by any disclosure. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either party to enter into any further agreement with the other, license any products or services to the other, or to require either party to disclose any particular Confidential Information. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the parties.
8. Term. The term of this Agreement will begin on the Effective Date and expire upon the earlier of (i) two years thereafter, or (ii) the date that the parties hereto enter into a written definitive agreement with confidentiality obligations regarding the Permitted Use. Either Party may terminate this Agreement at any time upon provision of thirty (30) days prior written notice to the other Party. Unless otherwise agreed to in writing by the Parties, the obligations with respect to the non-use, non-disclosure, and protection of the Confidential Information received prior to the termination of this Agreement shall survive any expiration or termination of this Agreement for a period of five (5) years from the date of any such termination. Notwithstanding the foregoing, the obligations with respect to the non-use, non-disclosure, and protection of the Confidential Information which shall also constitute a trade secret shall survive any expiration or termination of this Agreement indefinitely. Each Party shall comply with all applicable export laws and regulations as they pertain to the use and disclosure of its Confidential Information.
9. No Warranty. The Disclosing Party is providing the Confidential Information on an "AS IS" basis for use by the Receiving Party at its own risk. The Disclosing Party disclaims all warranties, whether express, implied or statutory, including as to accuracy, performance, completeness, or suitability.
  1. Affiliate. "**Affiliate**" means an entity which either controls or is controlled by a party or is under common control with a party, where "control" means the power to direct or cause the direction of an entity's management and policies through ownership or control of at least 50% of its voting securities or ownership interest.
  2. Governing Law; Jurisdiction and Venue. This Agreement is governed by the laws of the State of Texas without regard to conflict of laws principles. The exclusive venue for any judicial action arising out of or relating to this Agreement will be the state and federal courts in Tarrant County, Texas, and the parties hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.
  3. Remedies. Each party acknowledges that its breach of this Agreement may cause irreparable damage to the other party and hereby agrees that the other party will be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
  4. Miscellaneous. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such matters. No modification of or amendment to this Agreement will be effective unless in writing and signed by all parties. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable

court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. This Agreement may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature or electronically signed version transmitted to the other party is effective as if the original was sent to the other party. Any notice required or permitted by this Agreement shall be made in writing and be deemed delivered upon verification of delivery to the other party. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void, except that a party may assign this Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets. The terms of this Agreement shall be binding upon assignees. The person executing this Agreement on behalf of each party represents that they have the requisite legal authority to enter into this Agreement on behalf of the party and bind the party to the terms and conditions of this Agreement and each party understands that the other party is relying on this representation in entering into this Agreement.

SIGNATURE



Aleksandr Shulgin

NAME

Jun 9, 2025

DATE

# **Exhibit 2**



Texas USA

LIMITED TERM

DRIVER LICENSE  
Director: *Steven C. McCall*

DRIVER LICENSE



21885

# **Exhibit 3**



CAUTION  
GATE ARM  
IN USE  
ONE VEHICLE  
AT A TIME

UnitedRentals.com  
800 UR RENTS

United  
Rentals

V2XX02444J

NO PHOTOS  
OR VIDEO  
ALLOWED



WARNING

Warning: Falling Objects Can Cause Injury or Death. Do not touch or work on this equipment unless you are properly trained and authorized.

# **Exhibit 4**



## Secret Santa

Local Guide Level 5

1,039 points >



Looking for your own reviews and photos? You can contribute on Google Maps too!



Reviews

Photos

2 reviews



12 hours ago

Introl is terrible at fulfilling its obligations. Working for the company, I realized that it is a completely hypocritical company that does not fulfill its obligations to its employees.

# **Exhibit 5**



**The Ventura**

2601 Furrs St, Arlington, TX 76006

★★★★★ 2 months ago

My experience with Ventura had a rough start due to a parking error, but what really impressed me was how they owned up to it and took steps to make things right. That kind of accountability is rare and deserves recognition. I believe their ability to build trust will bring them many loyal clients. Their location is also super convenient.



**The Ventura**

2601 Furrs St, Arlington, TX 76006

★★★★★ 2 months ago

My experience with Ventura had a rough start due to a parking error, but what really impressed me was how they owned up to it and took steps to make things right. That kind of accountability is rare and deserves recognition. I believe their ... [More](#)



Like



Share

**Response from the owner** 2 months ago

We're delighted to hear about your positive experience with our community. We strive to build trust with our residents and we're glad that our efforts to rectify the parking concern made a positive impact. Your recognition and ... [More](#)

Screenshots of the review for The Ventura apartment complex in Arlington, TX, posted by the Google profile "Secret Santa."

# **Exhibit 6**



# Aleksandr Shulgin

Local Guide Level 6

1,650 points >



Reviews

Photos

2 reviews · 1 rating



## IBEW Local Union 20

684 W Tarrant Rd #684, Grand Prairie, TX 75050



a month ago

Unfortunately, these people are completely unresponsive and ignore those who pay them. We are their clients, and they have never even read their emails. I sent them a large number of messages containing clear evidence of how I was treated ... [More](#)



Like



Share

### Response from the owner 6 days ago

Aleksandr we responded to your email to let you know that since everything happened while you were working in another local union's jurisdiction there is nothing we can do, you must contact that local for representation, you responded thank ... [More](#)



## The Ventura

2601 Furrs St, Arlington, TX 76006



2 months ago

I'd like to share my experience with Ventura. The biggest issue I faced was a parking mistake, but the office, although not immediately, eventually resolved it in my favor. I'm genuinely grateful that they were able to admit the error and ... [More](#)



Like



Share



**Aleksandr Shulgin**

Local Guide · 2 reviews · 145 photos



★★★★★ 2 months ago

I'd like to share my experience with Ventura. The biggest issue I faced was a parking mistake, but the office, although not immediately, eventually resolved it in my favor. I'm genuinely grateful that they were able to admit the error and find a fair solution. I believe they have a great future with loyal clients who will appreciate their service and prime city location.



Like



Share

**Response from the owner** 2 months ago

Thank you for sharing your experience, Aleksandr! We truly appreciate your understanding and patience. We're glad we could resolve it to your satisfaction and we're grateful for your kind words. We're excited to continue providing great ... [More](#)

Screenshot of the review by Google profile, Aleksandr Shulgin, for the The Ventura apartment complex in Arlington, TX.

# **Exhibit 7**



Search Google Maps



## Александр Шульгин

Local Guide Level 9

Virtual tours for your business

66,255 points >



50,000

100,000

Reviews

Photos

3 reviews · 1 rating

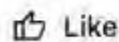


### Sport Clips Haircuts of Memphis - Midtown

2145 Union Ave #101, Memphis, TN 38104

★☆☆☆☆ 4 Weeks ago

I recently visited this barbershop, expecting a standard men's haircut and decent service. What I got was an unprofessional, careless job and an overall disappointing experience. ... [More](#)



Like



Share

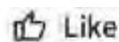


### The Ventura

2601 Furrs St, Arlington, TX 76006

★★★★★ 2 months ago

I would like to express my appreciation for Ventura. Despite an initial issue related to parking, which caused some inconvenience, the office staff eventually handled the matter professionally and in my favor. I respect their ability to ... [More](#)



Like



Share

Response from the owner 2 months ago

Thank you for your kind review! We truly appreciate your understanding and are glad we could resolve any concerns. Your feedback means a lot to us, and

**Exhibit 8 – Filed  
Under Seal  
[Finley Affidavit]**