

1 Thomas A. Gilson, #022460  
2 Ryan T. Bradway, #037157  
3 **ROSE LAW GROUP PC**  
4 7144 E. Stetson Drive, Suite 300  
5 Scottsdale, Arizona 85251  
6 Phone: 480.505.3936  
7 Fax: 480.505.3925  
8 [TGilson@roselawgroup.com](mailto:TGilson@roselawgroup.com)  
9 [RBradway@roselawgroup.com](mailto:RBradway@roselawgroup.com)  
10 [docket@roselawgroup.com](mailto:docket@roselawgroup.com)  
11 *Attorneys for Plaintiffs*

12 **ARIZONA SUPERIOR COURT**

13 **MARICOPA COUNTY**

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

17 Plaintiffs,

18 vs.

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

28 Defendant.

Case No.: CV2025-066422

**FIRST AMENDED COMPLAINT**

*(Assigned to the Hon. Michael Gordon)*

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

**The Parties**

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

4 2. Plaintiff Tempest Hosting LLC (“Tempest”) is an Arizona limited liability  
5 company.

6 3. Tempest is a subsidiary of Path Net.

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

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

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

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

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

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

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

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

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



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

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

5           24. Tempest was founded in 2020.

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

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

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

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

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

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

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

20 ***Curtis Gervais starts working at Path Net and Tempest and becomes aware of their confidential***  
21 ***commercial information***

22          32. On July 8, 2021, Path Net hired Curtis Gervais ("Gervais"), a Canadian resident  
23 and a former customer. *See* Sworn Will-Statement of Curtis Gervais dated August 8, 2025, ¶ 28,  
24 attached as **Exhibit A**.

25          33. Initially, Gervais served as an independent contractor for Path Net, but he also  
26 provided services for Tempest. **Exhibit A** at ¶ 35.

27          34. On August 30, 2021, Gervais was promoted to the position of Systems Engineer.  
28 *Id.*

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

3           36. The Employment Agreement contained the following provisions:

- 4           a. All of Gervais' professional time and energy must be solely devoted to the  
5 interests of Path Net and Tempest, and Gervais was prohibited from acting  
6 in a conflict of interest or conducting other businesses competitive to Path  
7 Net;
- 8           b. Gervais was obligated to maintain the confidentiality of Path Net's  
9 confidential, sensitive and proprietary information;
- 10           c. Gervais was prohibited, during his employment and for three years  
11 thereafter, from soliciting any of Path Net's employees or agents away from  
12 Path Net;
- 13           d. Gervais was prohibited from making negative comments or disparaging  
14 statements against Path Net, Tempest, or any of its employees or agents;
- 15           e. Any intellectual property that Gervais developed during his employment  
16 relating to the nature of his employment is the property of Path Net;
- 17           f. Gervais was prohibited from using Path Net's property, assets, and resources  
18 for his own personal benefit;
- 19           g. Gervais was required to return all of Path Net's property, assets, and  
20 resources upon the end of his employment;
- 21           h. The Employment Agreement was to be construed under Arizona law.

22           37. On February 3, 2022, Gervais was promoted to Director of Engineering.

23           38. In connection with his promotion, Gervais entered into another agreement with  
24 Path Net.

25           39. The relevant terms of the February 2022 ICA are materially the same as the  
26 Employment Agreement; however, they also provided that Gervais was prohibited from taking  
27 part in any business enterprise that competed directly or indirectly with Path Net for one year  
28 after the conclusion of his employment.

          40. Approximately one week later, Gervais received a promotion to Chief Executive  
Officer of Tempest. **Exhibit A** at ¶ 44.

          41. Gervais did not sign any new agreements with Path Net in connection with his  
promotion to CEO. *Id.*

1           42. Even though he did not sign any new agreements, Gervais acknowledged to Webb  
2 that he remained bound by all prior agreements.

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

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

14 *Id.* at ¶¶ 45–46.

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

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

23 *Id.* at ¶¶ 41–43.

24           45. WHMCS is software used by Tempest and Path Net to input and track the billing  
25 information of their customers and log the services they provided. *Id.* at ¶ 41.

26           46. The Path Portal is where Path Net's customers log in to manage their Path Net  
27 services. *Id.* at ¶ 42.

1           47. The Tempest Portal is where Tempest’s customers can log in to manage their  
2 Tempest services. *Id.*

3           48. Grafana is open-source software used as an internal system for monitoring Path  
4 Net’s infrastructure necessary to provide its services to clients. *Id.* at ¶ 43.

5           49. The Grafana Dashboard is also used for storing data with respect to the security  
6 threats and attacks that are attempted on Path and its customers. *Id.*

7           50. Path Net uses this “attack data” to help develop its digital security services. *Id.*

8           51. As CEO of Tempest, Gervais was required to attend bi-weekly meetings for  
9 Tempest. *Id.* at ¶ 48.

10          52. These meetings were attended by the executive staff and key management people  
11 in the organization. *Id.*

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

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

*Id.*

1           54. Gervais understood, and has acknowledged, the sensitive and confidential nature  
2 of the information he received during his employment with Path Net and Tempest. **Exhibit A** at  
3 ¶ 50.

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

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

8           56. On June 23, 2022, Lee Stubbs (“Stubbs”), an employee of Path Net, learned of  
9 ‘active scanning’ by someone at Path Net and informed Webb. *Id.* at ¶ 54.

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

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

19           59. As part of the investigation, Gervais was interviewed. *Id.* at ¶ 55.

20           60. During his interview, Gervais admitted to ‘active scanning’ of GSK. *Id.*

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

23           62. As a result of Path Net’s investigation, on June 24, 2022, Gervais was removed as  
24 CEO of Tempest, effectively immediately, and placed on suspension. *Id.* at ¶ 56.

25           63. Gervais’ suspension lasted until June 30, 2022, at which point he was demoted  
26 from CEO to COO. *Id.* at ¶ 57.

27           64. Gervais’ signed a new Employment Agreement reflecting his demotion.  
28

1           65.     The terms of his new Employment Agreement were materially the same as the prior  
2 Employment Agreements and ICAs. **Exhibit A** at ¶ 64.

3           66.     During his suspension, Gervais contacted a former Path Net employee via Signal.  
4 *Id.* at ¶ 58.

5           67.     Gervais told the former employee that he was going to “walk to [Webb’s] biggest  
6 competitor and drown [his] company,” indicating his desire to cause severe harm to Path Net. *Id.*  
7 at ¶ 59 (referencing Signal chat logs between Gervais and former Path Net employee dated June  
8 23 to 24, 2022).

9           68.     Also, during his suspension, specifically on June 24, 2022, Gervais was contacted  
10 by Roosen. *Id.* at ¶ 61.

11           69.     Roosen serves as the CEO and founder of Cosmic and GSK. *Id.*

12           70.     Roosen advised Gervais that he had heard of Gervais’ suspension and inquired how  
13 he was doing. *Id.*

14           71.     Gervais thanked Roosen for his consideration of his well-being and left the  
15 conversation at that. *Id.*

16 ***Roosen communicates with Path Net clients***

17           72.     At around this same time, Gervais became aware that Roosen and/or GSK were  
18 soliciting Path Net clients. *Id.* at ¶ 62.

19           73.     Specifically, Gervais became aware that Roosen was communicating with Path Net  
20 clients Victor Heilskov, Anthony Modica, Kubbur, Vital Game Network, and Nexus Online  
21 Services. *Id.*

22           74.     As it relates to Kubbur, Roosen communicated with its employees Leifur Steinn  
23 Gunnarson (“Gunnarson”) and Nathan Gimblett (“Gimblett”). *Id.* at ¶ 69.

24           75.     Roosen knew that Kubbur was a customer of Path Net and Tempest. *Id.*

25           76.     Roosen represented to Mr. Gunnarson that Tempest was going bankrupt, implying  
26 that if Kubbur cared about maintaining reliable service, it should terminate its agreements with  
27 Path Net and Tempest, and instead, subscribe to his company, GSK. *Id.* at ¶ 70.

1           77. To support his statements, Roosen sent Mr. Gunnarson screenshots of  
2 conversations Roosen had with others. *Id.* at ¶ 71.

3           78. The screenshots included statements dated June 29, 2022, stating, in other words,  
4 that Tempest was broke, had no money, and its operating account went negative monthly. *Id.*  
5 (referencing Discord chat logs with Roosen of GSK, dated April 14 to August 14, 2022).

6           79. On July 8, 2022, Roosen contacted Nexus Online Services (“Nexus”), via its owner  
7 “Kyle.” *Id.* at ¶ 73.

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

9           81. Roosen provided Nexus with the same information that he provided to Kubbur –  
10 that Path Net and Tempest were in financial trouble. *Id.* at ¶ 74.

11           82. Roosen went one step further and advised Nexus that if it wanted to maintain  
12 reliable service in the future, it should terminate their agreements with Tempest. *Id.* (referencing  
13 Discord correspondence with “Kyle,” dated July 8, 2022).

14           83. Around the same time, Roosen contacted Vital Game Network (“Vital Network”).  
15 *Id.* at ¶ 75.

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

18           85. In an attempt to induce Vital Network to switch service providers from Path Net to  
19 GSK, Roosen advised Vital Network that Path Net and Tempest were insolvent and at risk of  
20 shutting down. *Id.*

21           86. Vital Network subsequently terminated its agreements with Tempest. *Id.* at ¶ 76.

22           87. On July 17, 2022, Roosen also contacted Anthony Modica (online username of  
23 ‘Silvery’) and advised him that Tempest was going bankrupt and shutting down imminently. *Id.*  
24 at ¶ 80 (referencing Discord chat between A. Modica and Roosen dated July 17, 2022, and Signed  
25 Statement of A. Modica with exhibits dated July 18, 2022).

26 ***Roosen Begins Contacting Path Net Employees***

27           88. Upon information and belief, beginning in or about Summer 2022, Roosen began  
28 attempting to contact Path Net employees.

1 89. Upon information and belief, Roosen, at minimum, attempted to contact Edward  
2 Coristine, Lee Stubbs, Joseph Sorensen, and Yvonne Irizarry.

3 90. Upon information and belief, Roosen initiated these attempts in order to obtain  
4 confidential information of Path Net.

5 91. Specifically, sometime in 2022, Path Net discovered Edward Coristine  
6 (“Coristine”), an intern at the time, accessing sensitive and confidential information of Path Net  
7 without approval and/or authority.

8 92. Upon information and belief, during Coristine’s employment with Path Net,  
9 Roosen and Coristine had discussions concerning Path Net’s confidential information.

10 93. Coristine admitted to stealing Path Net’s confidential information.

11 94. Coristine was subsequently terminated in 2022.

12 95. Upon information and belief, Coristine provided confidential information of Path  
13 Net to Roosen prior to his termination.

14 96. Additionally, upon information and belief, Coristine considered legal action after  
15 discussions with Roosen.

16 97. Upon information and belief, Roosen encouraged Coristine to initiate legal action  
17 against Path Net.

18 98. Upon information and belief, Roosen offered to pay for Coristine’s legal fees if he  
19 moved forward with legal action against Path Net.

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

21 99. On September 15, 2022, Gervais resigned from Path Net. *Id.* at ¶ 86.

22 100. Fifteen days later, on September 30, 2022, despite no longer being an employee of  
23 Path Net, Gervais unlawfully accessed Path Net’s servers. *Id.* at ¶ 87.

24 ***The Gervais and Roosen Conspiracy Begins***

25 101. On December 24, 2022, Roosen and Gervais began discussions over the encrypted  
26 messaging app Signal. *Id.* at ¶ 90.

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

1 103. Additionally, upon information and belief, communications between Roosen and  
2 Gervais between December 24, 2022, and January 2, 2023, were deleted.

3 104. Specifically, a private chat was made between Gervais and Roosen.

4 105. Due to the apparent deletion, Plaintiffs are deprived of ever knowing all  
5 communications that were exchanged between Gervais and Roosen.

6 106. Messages preserved by an Independent Supervising Solicitor (“ISS”) (similar to a  
7 Special Discovery Master) detail the conversations between Roosen and Gervais. *See* Signal chat  
8 between Roosen and Gervais, dated December 24, 2022, to January 5, 2023, attached as **Exhibit**  
9 **B**.

10 107. Additionally, images taken by the ISS detail text messages between Roosen and  
11 Gervais.

12 108. Among other things, Roosen and Gervais discussed Gervais’ improper efforts to  
13 access Path Net’s network after leaving the company. **Exhibit A** at ¶ 90.

14 ***Gervais Steals Path Net’s Confidential and Sensitive Information***

15 109. Between December 24, 2022, and January 5, 2023, Gervais hacked into Path Net’s  
16 Network again and stole a significant amount of confidential and sensitive information. *Id.* at ¶  
17 91–92.

18 110. Upon information and belief, Gervais engaged in such behavior at the direction of  
19 Roosen.

20 111. Specifically, on January 2, 2023, Gervais sent Roosen several messages to Roosen  
21 containing Path Net’s Firewall Rules (the “Firewall Rules”). **Exhibit B** at p. 3–6.

22 112. The Firewall Rules were stored on Path Net’s load balancers.

23 113. Upon information and belief, Gervais was able to access the Firewall Rules by  
24 hacking into Path Net’s load balancers.

25 114. In addition to the Firewall Rules, Gervais provided Roosen with codes taken from  
26 Path Net’s ‘configuration repository’ (the “Configuration Repository”). *Id.* at p. 3–9.

27 115. The Configuration Repository stores Path Net’s client and network configuration  
28 information.

1 116. The network configuration information describes how Path Net calculates latency  
2 between server locations to provide optimal routing for customers.

3 117. By providing this data to Roosen and GSK, Gervais enabled Roosen to copy Path  
4 Net’s network efficiency.

5 118. Gervais also provided Roosen with Path Net’s encryption keys (the “Encryption  
6 Keys”). *Id.* at p. 9–10.

7 119. The Encryption Keys are used to encrypt traffic transmitted between Path Net’s  
8 servers.

9 120. Additionally, Gervais provided Roosen with Path Net’s password for  
10 “Prometheus,” which is Path Net’s protocol for exchanging statistics about Path Net’s network.  
11 *Id.* at p. 7.

12 121. Gervais also provided Roosen with Path Net’s coinpayments.com  
13 (“CoinPayments”) SSL certificate. *Id.* at p. 20–23.

14 122. CoinPayments is a cryptocurrency exchange and longtime Path Net customer.

15 123. SSL certificates are used to encrypt web traffic for customers.

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

19 125. Gervais was aware of this necessity as he messaged Roosen indicating that the  
20 stolen information was extremely valuable. Indeed, the above data constituted confidential and  
21 valuable commercial information that Path Net took care to keep confidential. *Id.* at p. 7.

22 126. To confirm his suspicions, on January 2, 2023, Gervais inquired as to what Roosen  
23 believed the stolen information was worth. *Id.*

24 127. Roosen believed that the stolen information Gervais had provided to him at that  
25 point in time would be worth “probably at least \$1337.69.” *Id.*

26 128. That same date, Gervais informed Roosen that he desired to sell Path Net’s  
27 confidential information. *Id.* at p. 73.

28 129. At the time, Gervais informed Roosen that his “take [was] 376M[B] of data. *Id.*

1 130. Gervais then asked Roosen if he would pay \$5 per MB. *Id.*

2 131. Roosen responded “[s]ure” to Gervais’ offer and asked whether it included Path  
3 Net’s code. *Id.*

4 132. Gervais informed Roosen that it “[i]ncludes everything I took, which includes  
5 code, and their xdp crap ...” *Id.*

6 133. In response, Roosen informed Gervais that he was “not interested in it because it’s  
7 good, I already know its shit, [b]ut theres some [] use for it.” *Id.*

8 134. Upon information and belief, Roosen had previously gained access to Path Net’s  
9 confidential xdp information through his attempted interactions with Path Net employees.

10 135. Upon information and belief, Gervais absconded with no less than 375 MB of data  
11 from Path Net, but it is more likely that the amount of stolen data is in excess of 420MB. *Id.* at  
12 73, 76.

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

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

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

21 138. After Gervais indicated that he desired to sell everything he stole, Roosen took him  
22 up on it. *Id.* at p. 73.

23 139. Roosen indicated that he had some use for it. *Id.*

24 140. Roosen went further to instruct Gervais to cover his tracks, effectively destroying  
25 any trace of the theft. *Id.*

26 141. Gervais specifically identified material that was the most useful and pertinent for  
27 Roosen and the other Defendants’ business operations. *Id.* at p. 55–71.

1 142. Gervais and Roosen agreed to exchange payment for the stolen data via  
2 cryptocurrency. *Id.* at p. 73–76.

3 143. At one point in time, after Roosen and Gervais agreed upon a sale of Plaintiffs’  
4 confidential information, Roosen asked Gervais if he was “getting cold feet.” *Id.* at p. 75.

5 144. Upon request from Roosen, Gervais provided his cryptocurrency wallet  
6 information. *Id.* at p. 76.

7 145. After Gervais provided the information, Roosen paid Gervais 0.49727579 ETH.  
8 *Id.*; *see also* Details of Crypto Payment from Roosen to Gervais, dated January 2, 2023, attached  
9 as **Exhibit C**.

10 146. Upon information and belief, the approximate value of 0.49727579 ETH at the time  
11 Roosen paid Gervais was \$603.68. *See* **Exhibit C**.

12 147. Roosen informed Gervais his preferred method of retrieving the data was a zip file  
13 uploaded to a third-party website. **Exhibit B** at p. 77.

14 148. During this time, Roosen messaged Gervais and stated, “I wonder how long it’d  
15 take [Path Net and Tempest] to go back on line, if ever.” *Id.* at p. 54.

16 149. At one point during the heist, Gervais expressed concern to Roosen that it was a  
17 “stupid amount of risk to grab this all.” *Id.* at p. 71.

18 150. In response, Roosen suggested Gervais could mitigate his risk by destroying Path  
19 Net’s network to conceal any evidence of his hacking, which would leave “no logs.” *Id.*

20 151. Gervais provided the stolen information in two parts to Roosen, of which the first  
21 part was provided on January 3, 2023. *Id.* at p. 77.

22 152. Part one contained, among other things, confidential and sensitive information  
23 relating to infrastructure, contracts, resources, client list, and out-of-band information (referring  
24 to management/communication separate from the main network, vital for recovery). *Id.*

25 153. Part two contained, among other things, Path Net’s XDP information. *Id.* at 78.

26 154. Roosen, at minimum, accessed the stolen information on January 4, 2023. *Id.*

27 155. During this period, upon information and belief, Roosen was in contact with  
28 “NTT.” *Id.* at p. 78–79.

1 156. At the time, NTT was a supplier of Path Net.

2 157. Additionally, Roosen took a strong interest in one of Path Net’s customers,  
3 BattleMetrics. *Id.* at 82.

4 158. Gervais also shared Mr. Webb’s personal credit card information with Roosen. *Id.*  
5 at p. 84.

6 159. In response, Roosen suggested that they use it to buy dedicated servers from his  
7 company, GSK. *Id.*

8 160. On January 5, 2023, after Gervais had already shared significant portions of  
9 confidential and sensitive information with Roosen, Roosen stated to Gervais, “Yo bro send the  
10 main archive ...” *Id.* at p. 94.

11 161. Gervais shared another zip file to Roosen on January 5, 2023. *Id.* at p. 89.

12 162. The additional zip file contained miscellaneous files of Path Net’s as well as Path  
13 Net’s core “py [python code] for xdp [Path Net’s proprietary DDoS mitigation support  
14 technology].” *Id.*

15 163. Gervais also told Roosen he could use Tempest’s Signal chat history in order to sue  
16 them. *Id.*

17 164. Roosen responded by providing Gervais a tool (signal-export) so that Gervais could  
18 provide him with Tempest’s Signal chat history. *Id.*

19 165. Upon information and belief, additional communications between Roosen and  
20 Gervais were had; however, Roosen and/or Gervais subsequently caused them to be deleted in  
21 order to hide their unlawful behavior.

22 ***The Attempted Extortion***

23 166. On January 5, 2023, specifically at 6:37 PM MST (or 8:37 PM EST), an individual  
24 going by the username / handle of “Archetype” on the communications app Discord posted to  
25 the Discord channel of a former Path Net customer known as Frantech. **Exhibit A** at ¶ 93.

26 167. ‘Archetype’ tagged Webb in his post to get his attention. *Id.*

27 168. In his post, Archetype advised that “theres a lot of code on same in a private  
28 community”. *Id.*

1 169. The code ‘Archetype’ was referring to was Path Net’s code. *Id.*

2 170. Upon receiving this post, Path Net directed their employee to correspond with  
3 ‘Archetype’ via private message on Discord. *Id.* at ¶ 94.

4 171. Between approximately 9:00 PM EST and 11:28 PM EST, the Path Net employee  
5 corresponded with ‘Archetype’ via private messages on Discord. *See* Discord chat between Mr.  
6 Hiltz and ‘Archetype,’ dated January 6, 2023, attached as **Exhibit D**.

7 172. The online profile page for the user ‘Archetype’ indicated that the profile was  
8 created the same day that Gervais shared the final file of Plaintiffs’ confidential and sensitive  
9 data to Roosen. **Exhibit A** at ¶ 95.

10 173. In response to ‘Archetype’s’ original message, Path Net’s employee asked for  
11 information on the “private community” where Path Net’s most sensitive and confidential  
12 information was being advertised for ransom by another person. **Exhibit D; Exhibit A** at ¶ 96

13 (a).

14 174. ‘Archetype’ refused to provide access to the “private community” on the basis that  
15 was invite-only. *Id.*; **Exhibit A** at ¶ 96 (b).

16 175. Path Net’s employee asked ‘Archetype’ to provide information or snippets of Path  
17 Net’s code or data being ransomed. *Id.*; **Exhibit A** at ¶ 96 (c).

18 176. ‘Archetype’ provided snippets of code in order to demonstrate to Path Net that the  
19 information was, in fact, theirs. *Id.*; **Exhibit A** at ¶ 96 (c).

20 177. Path Net was able to verify the authenticity of the code fragments provided by  
21 ‘Archetype’ and found the code was part of Path Net’s proprietary DDoS mitigation program –  
22 the most important and valuable aspect of Path Net’s business. **Exhibit A** at ¶ 99.

23 178. Path Net’s employee asked ‘Archetype’ for information with respect to the name  
24 or location of Path net’s hacker/ransomer. *Id.*; **Exhibit A** at ¶ 96 (e).

25 179. In response, ‘Archetype’ responded that the hacker/ransomer was operating on  
26 “tor,” or in layman’s terms, an encrypted secure internet protocol that is used by users on the  
27 dark web to carry illicit transactions online. *Id.*; **Exhibit A** at ¶ 96 (e).

1 180. ‘Archetype’ refused to provide a link to access the TOR network to communicate  
2 with the hacker/ransomer. *Id.*; **Exhibit A** at ¶ 96 (e).

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

- 6 a. Path Net’s C source code (C is a computer programming language);
- 7 b. Path Net’s Python source code (Python is a computer programming language);
- 8 c. Path Net’s Portal source code;
- 9 d. Tempest’s WHMCS database backup data;
- 10 e. IP addresses of all of Path Net’s firewall servers;
- 11 f. SSL certificates from NGINX; and
- 12 g. More than 200MB of data.

12 *Id.*; **Exhibit A** at ¶ 96 (f).

13 182. The ransom price ‘Archetype’ request was \$800,000. *Id.*; **Exhibit A** at ¶ 97.

14 ***Roosen continues to contact Path Net employees***

15 183. After the extortion attempt, Roosen continued to contact Path Net employees.

16 184. Upon information and belief, Roosen’s attempts to contact Path Net employees  
17 were based on improper means, including but not limited to, making false statements, obtaining  
18 confidential information, and stealing customers.

19 ***Path Net sues Gervais in Canada***

20 185. Almost immediately, Plaintiffs filed a lawsuit in Canada against Gervais, among  
21 others (the “Canadian Litigation”).

22 186. Upon information and belief, as part of the Canadian Litigation, Roosen submitted  
23 an Affidavit to the court (the “Canadian Affidavit”).

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

26 188. Upon information and belief, Roosen’s Canadian Affidavit contained one or more  
27 false sworn statements.

1 189. Specifically, in the Canadian Affidavit, Roosen avowed, “Mr. Gervais did not  
2 provide any confidential information to me surrounding the Plaintiffs’ business.” *See* Affidavit  
3 of Rene Roosen dated March 14, 2023, ¶ 14, attached as **Exhibit E**.

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

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

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

10 193. Additionally, as part of the Canadian Litigation, Plaintiffs uncovered that Roosen  
11 was involved in Gervais’ defense.

12 194. Upon information and belief, Roosen funded portions of Gervais’ defense and/or  
13 directed Gervais’ defense in order to cause harm to Webb and Plaintiffs.

14 195. Plaintiffs and Gervais have since settled the Canadian Litigation.

15 **FIRST CLAIM FOR RELIEF**

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

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

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

23 198. Without Plaintiffs’ consent, Defendants wrongfully disclosed and/or used  
24 Plaintiffs’ trade secrets to solicit Path Net customers, gain a competitive advantage, or otherwise  
25 harm Plaintiffs.

26 199. Plaintiffs took reasonable measures to protect its trade secret information and to  
27 maintain the confidentiality of information regarding its employees, clients, services,  
28

1 relationships, pricing, business opportunities, technology, strategies, and other categories of  
2 information comprising Path Net's confidential information.

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

5 201. By doing do, Roosen has ratified Gervais' wrongful conduct constituting  
6 misappropriation of Path Net's trade secrets.

7 202. Defendants knew Path Net's trade secrets were acquired by improper means.

8 203. In fact, despite this knowledge, Defendants paid Gervais in order to access the  
9 stolen confidential information.

10 204. Upon information and belief, Defendants used Path Net's trade secrets to gain a  
11 competitive advantage in the marketplace.

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

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

15 207. Defendants' misappropriation was willful and malicious.

16 208. Plaintiffs were damaged in an amount to be proved at trial as a result of their loss  
17 of customers and their confidential information and processes.

18 209. At all times relevant to this matter, Defendants acted willfully and maliciously,  
19 intentionally disregarding Plaintiffs' rights, warranting an award of exemplary damages. A.R.S.  
20 § 44-403.

21 **SECOND CLAIM FOR RELIEF**

22 **Conversion**  
23 **(Against all Defendants)**

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

26 211. Upon information and belief, Defendants have used the confidential information  
27 stolen by Gervais for their own benefit.  
28









1 information, and ultimately purchase the stolen data from Gervais to the benefit of Defendants  
2 and to the detriment of Plaintiffs.

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

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

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

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

13 255. Plaintiffs have suffered damages as a direct result of Defendants and Gervais'  
14 conspiracy in an amount to be determined at trial.

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

18 257. Defendants are therefore *jointly and severally* liable for all damages caused by the  
19 conspiracy and the tortious acts committed in furtherance thereof, including all economic losses,  
20 consequential damages, and other damages suffered by Plaintiffs.

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

25 259. Further, at all times relevant to this matter, Defendants acted willfully and  
26 maliciously, intentionally disregarding Plaintiffs' rights, warranting an award of punitive  
27 damages.

28 ///

**EIGHTH CLAIM FOR RELIEF**

**Aiding and Abetting  
(Against all Defendants)**

1  
2  
3  
4 260. Plaintiffs reallege and incorporate by reference all of the matters set forth in the  
5 preceding paragraphs of this Complaint as if fully set forth herein.

6 261. Gervais engaged in significant and substantial tortious conduct including but not  
7 limited to:

- 8 a. Breached his fiduciary duties owed to Path Net;
- 9 b. Breached his contractual obligations to Path Net;
- 10 c. Misappropriated confidential, proprietary information of Path Net;
- 11 d. Intentionally interfered with Path Net’s contractual relations and prospective  
12 business advantage;
- 13 e. Converted Path Net’s property; and
- 14 f. Upon information and belief, Gervais was involved in the attempted extortion of  
15 Path Net.

16 262. Plaintiffs were injured by the conduct of Gervais which is alleged in the preceding  
17 paragraph.

18 263. Defendants knew, or should have known, that Gervais’ conduct:

- 19 a. Constituted a breach of his fiduciary duties owed to Path Net;
- 20 b. Constituted a breach of his contractual obligations to Path Net;
- 21 c. Constituted misappropriation of confidential, proprietary information of Path Net;
- 22 d. Interfered with Path Net’s contractual relations and prospective business  
23 advantage;
- 24 e. Converted Path Net’s property; and
- 25 f. Was involved in the attempted extortion of Path Net.

26 264. Defendants substantially assisted or encouraged Gervais to:

- 27 a. Breach his fiduciary duties owed to Path Net;
- 28 b. Breach his contractual obligations to Path Net;

- 1 c. Misappropriate Path Net’s confidential, proprietary information;
- 2 d. Interfere with Path Net’s contracts;
- 3 e. Interfere with Path Net’s contractual relations and prospective business advantage;
- 4 f. Convert Path Net’s property; and
- 5 g. Attempt to extort Path Net.

6 265. Under Arizona law, a defendant who knowingly provides substantial assistance or  
7 encouragement to another in the commission of a tort is liable as a tortfeasor for the resulting  
8 harm.

9 266. Because Defendants’ liability arises from intentional participation in and  
10 substantial assistance of Gervais’ tortious conduct, Defendants acted in concert with each other,  
11 and him, and are *jointly and severally* liable to Plaintiffs for all of the damages caused by the  
12 underlying torts, regardless of whether Defendants personally committed each act.

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

17 268. Further, at all times relevant to this matter, Defendants acted willfully and  
18 maliciously, intentionally disregarding Plaintiffs’ rights, warranting an award of punitive  
19 damages.

20 **NINTH CLAIM FOR RELIEF**

21 **Unfair Competition**  
22 **(Against all Defendants)**

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

25 270. At all times relevant herein, Path Net was (and still is) engaged in a legitimate  
26 business and competes fairly in the marketplace through lawful means.

27 271. Defendants, individually and in concert with others, engaged in unfair and  
28 improper business conduct designed to obtain an unfair competitive advantage over Path Net.

1           272. Defendants' unfair competition extends beyond misappropriation of trade secrets,  
2 but is also based on independent wrongful conduct.

3           273. Defendants' unfair competition, upon information and belief, includes, but is not  
4 limited to:

- 5           a. The coordinated misuse and exploitation of Plaintiffs' confidential and proprietary  
6 information, including the trade secrets referenced herein;
- 7           b. Attempted extortionate and coercive conduct using Plaintiffs' stolen data;
- 8           c. Interference with Path Net's contractual and prospective business relationships  
9 through improper means; and
- 10           d. Participation in a coordinated scheme to exploit Path Net's business operations for  
11 commercial gain.

12           274. Defendants' conduct was wrongful, deceptive, and unfair, and exceeded the bounds  
13 of legitimate competition recognized under Arizona law.

14           275. Defendants undertook the foregoing conduct knowingly and intentionally, with the  
15 purpose of gaining advantages not available through lawful competition and of harming  
16 Plaintiffs' business interests.

17           276. Defendants acted in concert with others, including by encouraging, facilitating,  
18 assisting, and/or ratifying the wrongful conduct described herein, and was aware that such  
19 conduct constituted improper and unfair competition.

20           277. Defendant's unfair competition was a direct and proximate cause of harm to  
21 Plaintiffs, including lost business opportunities, investigative and remediation costs, disruption  
22 of business operations, and damage to goodwill and competitive position.

23           278. Because Defendants' liability for unfair competitions arises from intentional  
24 participation in and substantial assistance of Gervais' (and others) tortious conduct, Defendants  
25 acted in concert with each other -- and also with Gervais -- and are *jointly and severally* liable to  
26 Plaintiffs for all of the damages caused by the underlying torts, regardless of which Defendant  
27 personally committed each act.



**DEMAND FOR RELIEF**

**WHEREFORE**, Plaintiffs respectfully demand judgment in their favor as follows:

A. For an award of compensatory damages in an amount to be proven at trial, including but not limited to damages for lost business opportunities, loss of competitive advantage, investigative and forensic costs, remediation expenses, consequential damages, and harm to goodwill and business reputation;

B. For disgorgement of all ill-gotten gains, profits, benefits, and unjust enrichment obtained by Defendants as a result of their wrongful conduct, and for restitution sufficient to restore Plaintiffs to the position it would have occupied absent Defendants' misconduct;

C. For all statutory damages and enhanced damages available under applicable law, including treble damages to the extent authorized under Arizona RICO, A.R.S. § 13-2314.04, and exemplary or enhanced damages under the Arizona Uniform Trade Secrets Act, A.R.S. § 44-404, for willful and malicious misappropriation;

D. For an award of punitive damages against Defendants in an amount sufficient to punish and deter Defendants' willful, knowing, malicious, fraudulent, and extortionate conduct, to the fullest extent permitted under Arizona law;

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

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

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

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

///

///

///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**RESPECTFULLY SUBMITTED** this 30<sup>th</sup> day of January, 2026.

**ROSE LAW GROUP pc**

/s/ Ryan T. Bradway  
Thomas A. Gilson  
Ryan T. Bradway  
7144 E. Stetson Drive, Suite 300  
Scottsdale, Arizona 85251  
*Attorneys for Plaintiffs*

# **EXHIBIT A**

**SWORN WILL-STATE OF CURTIS MICHAEL GERVAIS**  
(for use in US litigation or US criminal proceedings)

I, **Curtis Michael Gervais**, born March 16, 1998, of Lanark, Ontario, Canada, do make and oath and state:

1. This sworn statement is provided by me upon my own free will and with the assistance of my counsel. I have agreed to make this statement as part of my settlement terms in civil litigation in Toronto, Ontario, Canada, wherein I am a defendant in an action brought by Arizona-based companies Path Network Inc. (“Path Net”) and Tempest Hosting LLC (“Tempest”) under Court File No.: CV-24-00730864-0000 (Toronto), originally filed as CV-22-00000100-0000, Perth, Ontario (the “Canadian Litigation”). Path Net and Tempest are my former employers. Where I use the term “Path Net” herein, I am referring to both Path Net and Tempest, unless otherwise stated.
2. This sworn statement is intended by me to be used in the United States of America in civil litigation or criminal proceedings against Rene ‘Renaul’ Roosen (“Roosen”), the owner and/or proprietor of Cosmic Global, Inc. d.b.a. Cosmic Global Networks and d.b.a. Cosmic Guard (“Cosmic”) and HostingKing Inc. d.b.a. GameServerKings (“GSK”) and other persons as American authorities deem appropriate. Cosmic and GSK are competitors of Path Net and Tempest. Where I use the term “Roosen”, I am referring to Roosen, GSK and Cosmic.
3. The matters at issue relevant to Roosen continued after I resigned from Path Net in September 2022 and during the Canadian Litigation from January 2023 to October 2024, while I was represented by Ontario lawyer Michael Katzman. I have new counsel in the Canadian litigation. In November 2024, the Canadian Court ordered that ‘preserved data’ be disclosed to Path Net. The index of the ‘preserved data’ is attached as **Schedule A** to this my sworn statement.
4. This statement is not intended to be used against me by Path Net in the Canadian Litigation, in other litigation or for any other purpose in Canada, the United States or elsewhere. I have an agreement with Path Net to stay the Canadian Litigation pending Path Net’s civil litigation and/or criminal proceedings in the United States of America against Roosen and / or others. I have entered into Minutes of Settlement with Path Net in the Canadian Litigation. Terms of default are contained in those Minutes of Settlement in the Canadian Litigation.
5. This sworn statement is based on my direct knowledge unless stated otherwise. Where my evidence is not based on my direct knowledge, I provide my sources and I make reference to documents. The documents are enclosed in an **Exhibit Book** containing Tabs 1 to 47.

**My Background**

6. I am, and was at the material times, a resident of the Town of Lanark, Ontario.

**Tab 1: Ontario Driver’s License of Curtis Michael Gervais**

7. I do not have a criminal record or any civil judgments against me anywhere in the world. I am not, nor have ever been a bankrupt. The only Canadian civil litigation that I am currently involved in is Toronto CV-24-00730864-0000, herein referred to as the “Canadian Litigation”.
8. I am a self-taught engineer. I have no formal degrees backing my knowledge or experience. I have various certificates relevant to the cyber security industry.

9. By way of occupation prior to my employment at Path Net, I have held various roles in the cyber security industry and the AI industry. I have worked for government contractors in Canada.
10. At the material times to the Canadian Litigation, I operated various companies involved in online virtual hosting. I also provide technical support and consulting related to online virtual hosting.
11. I was, at all material times, the sole director and officer of an Ontario, Canada, company operating under the name Packet Rabbit. I created Packet Rabbit. It was incorporated according to the laws of Canada bearing Federal Corporation No: 1250489-8 and Business No: 798959342RC0001. The registered corporate address of Packet Rabbit is 70 Bongard Avenue, Ottawa, Ontario. Packet Rabbit was, at the material times, in the business of online virtual hosting – a business that competed with Path Net and Tempest.

**Tab 2: Ontario Corporate Profile of Packet Rabbit Inc.**

12. I have operated in the past on the internet with the use of various aliases and / or usernames. At the material times, I have used aliases and / or usernames including but not limited to:
  - a) 'cmg'
  - b) 'wdmg'
  - c) curtis@path.net

**Explanation of Path Net and Tempest**

13. Path Network, Inc. ("Path Net") is a company incorporated according to the laws of the Delaware, United States of America, and headquartered in Phoenix, Arizona. Path Net is in the business of providing online data hosting, cybersecurity, and related services.
14. Tempest Hosting LLC ("Tempest") is a wholly-owned subsidiary of Path Net which specializes in providing online virtual hosting services. As a subsidiary of Path Net, Tempest's losses are carried by Path Net. The names Path Net and Tempest are used interchangeably in my statement, meaning that reference to one is reference to both unless specifically stated.
15. Marshal Webb ("Webb") is the founder, owner, and Chief Executive Officer of Path Net and the founder of Tempest. As Tempest is a subsidiary of Path Net, Webb has indirect and ultimate ownership and control over Tempest. Webb resides in Phoenix, Arizona.
16. Path Net is an online data hosting and data security company. Path Net, of its own accord, and through its subsidiary Tempest, operates a number of server farms / data centers throughout the world. Its customers pay monthly subscription fees to lease space on its data-secure servers. The servers are used for hosting the customers' data 'on the cloud'.
17. Path Net specializes in providing online hosting and security services tailored to businesses of all sizes, including businesses that require added cyber security to support cryptocurrency and blockchain payment transactions.
18. Tempest is the arm of Path Net that specializes in the leasing of servers to customers and providing online virtual hosting. To put it simply, Tempest is a retail-oriented subsidiary of Path Net's business.

19. The businesses of Path Net and Tempest depend on customers having confidence that their data is secured against all threats – both internal and external to Path Net and Tempest.

**Roosen as a Competitor of Path Net and Tempest**

20. As stated above, the purpose of my sworn statement is to provide evidence for Path Net and Tempest against Rene ‘Renaul’ Roosen (“Roosen”). He (Roosen) resides in Texas, United States of America and in Europe. As mentioned above, Roosen is the owner and/or proprietor of Cosmic and GSK. Cosmic and GSK are competitors of Path Net and Tempest.

21. Roosen has used aliases / usernames on the internet including, but not limited to, the following:  
a) ‘Renaul’  
b) ‘Rene’

22. I came to know Roosen through the hosting industry where I am active. I was familiar with Roosen and his companies prior to becoming a client of Tempest and Path Net as I was evaluating which option would be better for my company at the time. To state otherwise, I was conducting market research to better my own business.

**My Employment at Path Net and Tempest**

23. From July 8, 2021, to September 16, 2022, I was an employee of Tempest. From February 10, 2022, to June 23, 2022, I held the title of Chief Executive Officer of Tempest. From June 30, 2022, to September 16, 2022, I held the title of the Chief Operations Officer of Tempest.

24. Throughout my employment, and particularly during my tenure as an officer of Tempest, I had access to confidential and proprietary information of Path Net and Tempest. I executed various independent contractor agreements that particularized my duties to Path Net and Tempest. I explain my duties and obligations to Path Net and Tempest more fully below.

25. In or about June 2020, I was operating a company named Geek Solutions Inc. I met Path Net’s CEO, Marshal Webb, by virtue of being a customer of Path Net and Tempest for Geek Solutions.

**Tab 3:** Agreement between Path Net and Geek Solutions Inc., dated July 14, 2020

26. As a customer of Tempest, I became acquainted with Path Net’s informal correspondence on messaging applications called Discord (<https://discord.com/>) and Slack. On Discord I used the handle / username “cmg”.

27. In or about November 2020, I incorporated Packet Rabbit which thereafter became a customer of Path Net and Tempest. Like Tempest, Packet Rabbit was an online virtual hosting company. Through Packet Rabbit I operated servers and leases the servers to customers for monthly subscription fees. My customers’ data was stored on the servers and made available on the internet. The website of Packet Rabbit is <https://packetrabbitinc.com/> .

**Tab 4:** Customer Profile Details for Packet Rabbit, Undated

**Hired by Tempest as a ‘Community Manager’**

28. On July 8, 2021, I was hired by Path Net to be an independent contractor for Tempest. From July 8 to August 30, 2021, I worked as a Community Manager for Tempest.

29. I was referred to Webb for employment by a customer of Path Net known to me as Francisco Dias (“Dias”) of Frantech a.k.a. PONYNET.
30. I was hired as a “Community Manager” for Tempest. It is not unusual for companies in the data security and virtual hosting industry to hire from their customer base.
31. When I was hired by Path Net, I signed an Independent Contractor Agreement (the “ICA”). I provided my personal information to Path Net to be memorialized in the ICA. The ICA indicated that I resided at 1310 1<sup>st</sup> Concession B Dalhousie Road, Lanark, Ontario, K0G 1K0. I later provided my Ontario Driver’s License which indicate my address as the Lanark Property.

**Tab 5:** ICA between Path Network and Gervais dated July 8, 2021

32. I signed the ICA via DocuSign. The DocuSign Certificate contains the necessary information from which I signed, including email address and IP address.
33. When I was hired by Path Net, I provided banking transit information to receive income via direct deposit from Path Net. I provided Path Net banking information for Packet Rabbit as opposed to myself personally. Packet Rabbit’s account was with the Royal Bank of Canada.
34. Throughout my employment with Path Net and Tempest, my income was paid to the Packet Rabbit’s account at the Royal Bank of Canada.

**Promoted to ‘Engineer’ of Tempest**

35. On August 30, 2021, I was promoted to the position of Systems Engineer at Tempest due to my aptitude for the technical aspects of Tempest’s needs. My contract was with Path Net, but I worked for both Path Net Tempest.
36. On August 30, 2021, when I was promoted to ‘engineer’, I signed an Employment Agreement (the “Employment Agreement”) with Path Net. The terms of the Employment Agreement are materially similar to that of the ICA with Path Net, and included that:
  - a) Clause 1(b) – all of my professional time and energy must be solely devoted to the interests of my employers Path Net and Tempest, and that I was prohibited from acting in a conflict of interest or conducting other businesses competitive to Path Net;
  - b) Clause 3(b) – bonus payments are “in the sole discretion of the CEO” of Path Net;
  - c) Clauses 6(a) and (b) – I was obliged to maintain the confidentiality of Path Net’s confidential, sensitive and proprietary information;
  - d) Clause 6(c) – I was prohibited, during my employment and for three years thereafter, from soliciting any of Path Net’s employees or agents away from Path Net;
  - e) Clause 6(d) – I was prohibited from making negative comments or disparaging statements against Path Net, Tempest, or any of its employees or agents;
  - f) Clause 6(e) – intellectual property that I developed during my employment relating to the nature of my employment is the property of Path Net. I was prohibited from using Path Net’s property, assets, and resources for my own personal benefit;
  - g) Clause 6(f) – I was required to return all of Path Net’s property, assets, and resources upon the end of my employment; and
  - h) Clause 16 – the agreement was to be construed according to the Laws of Arizona, USA.

**Tab 6:** Agreement between Path Network, dated August 30, 2021

37. I signed the Employment Agreement via DocuSign. The DocuSign Certificate contains the necessary information from which I signed, including email address and IP address.
38. When I was promoted to Director of Engineering, I signed another ICA the terms of which were materially the same as the ICA dated July 8, 2021.

**Tab 7:** Independent Contractor Agreement (Director of Engineering) between Path Net and Curtis Gervais dated February 3, 2022

39. The relevant terms of the ICA are materially the same as the Employment Agreement, dated August 30, 2021. For greater certainty, the written agreements that I was bound by, at the material times, all circumscribed my obligations to Path Net and Tempest - the terms are materially the same. The relevant terms of the ICA dated February 3, 2022, include:
- a) Clauses 3, 3.4 and Schedule B – Compensation – I was compensated at the rate of USD \$7,000 per month starting February 3, 2022. I was not entitled to any bonus payments or other compensation, which remained in the discretion of Webb;
  - b) Clause 9, 9.5, and 12.1 – Restrictive Covenants on Confidentiality – I was obliged to maintain the confidentiality of Path Net’s confidential, sensitive and proprietary information;
  - c) Clauses 9.5, 12.1-12.2, and 13.1 to 13.8 – Restrictive Covenant regarding Intellectual Property and Inventions – provides that intellectual property that I developed during my employment relating to the nature of my employment are the property of Path Net. This covenant also provides that I was prohibited from using Path Net’s property, assets, and resources for my own personal benefit;
  - d) Clause 14, 14.1 and 14.2 – Restrictive Covenant on Non-Solicitation and Non-Interference of Employees and Agents – provides that I was prohibited, during my employment and for two years thereafter, from soliciting any of Path Net’s employees or agents away from Path Net;
  - e) Clause 14, 14.1 and 14.2 – Restrictive Covenant on Non-Solicitation and Non-Interference of Customers – provides that I was prohibited, during my employment and for two years thereafter, from soliciting any of Path Net’s customers, clients, prospects, suppliers, vendors, referral sources or other business relationships away from Path Net;
  - f) Clause 15 – Non-Competition Restrictive Covenant – provides that I could not take part in a business enterprise that competed directly or indirectly with Path Net for one year after conclusion of my employment;
  - g) Clause 16 – Restrictive Covenant against Disparagement – provides that I was prohibited from making negative comments or disparaging statements against Path Net, Tempest, or any of its employees or agents; and
  - h) Clauses 12.1 and 12.2 – Return of Company Property – provides that I was obliged to return all of Path Net’s property, assets, and resources upon the end of my employment.

**Access to Confidential and Proprietary Information of Path Net and Tempest**

40. Since July 8, 2021, when I began to work for Path Net and Tempest, I was granted access to view and edit the billing information of customers Tempest.
41. Tempest uses a software platform called WHMCS to input and track the billing information of its customers and diarize services provided. Path Net primarily uses a software platform called Salesforce to diarize the services provided to customers. WHMCS is an automated billing and

accounting platform. WHMCS was also used for customers of both Tempest and Path Net.

42. As part of my employment, I had access to Path Net's portal system (<https://portal.path.net/#/>) (the "Path Portal") for the Tempest Account' and to Tempest's portal system (<https://portal.tempest.net>) (the "Tempest Portal"). The Path Portal is where Path Net's customers can log in to manage their Path Net services. The Tempest Portal is where Tempest's customers can log in to manage their Tempest services.
43. Further, as part of my employment, I had access to Path Net's Grafana dashboard ("Grafana" or "Grafana Dashboard"). Grafana is an open-source software used as an internal system for monitoring Path Net's infrastructure necessary to providing its services to clients. The Grafana dashboard is also used for storing data with respect to the security threats and attacks which are attempted on Path Net and its customers. This "attack data" is used by Path Net to help develop its digital security services.

#### **Promoted to CEO of Tempest**

44. In or about February 2022, I was promoted by Webb to the position of CEO for Tempest. No new Employment Agreement, ICA, nor any other agreement was created at the time - I acknowledged to Webb that I remained bound by the prior agreements all of which were materially the same. With this promotion, my income increased respective to the change in title.
45. As CEO of Tempest, my duties including managing shifts and employees of Tempest, attending one-on-one employee meetings (daily or as-needed) and management meetings (weekly), maintaining and updating customer lists, overseeing services provided to customers, overseeing accounts receivables and payable for Tempest, overseeing the sale of hardware to customers and the purchase of hardware for Tempest.
46. Notwithstanding that I was the CEO of Tempest at the time, I also had to respond to technical support tickets and prospective customer inquiries as needed.
47. As the CEO of Tempest, I retained all my prior access and authorizations to the sensitive and confidential information of Path Net and Tempest (namely via WHMCS, the Path Portal, the Tempest Portal, the Grafana Dashboard, Crisp and other platforms).

#### **Management Meetings**

48. As mentioned, I attended bi-weekly management meetings for Tempest. These meetings were attended by the executive staff and key management people in the organization. As the CEO of Tempest, I was required to attend each of their management meetings. I was privy to sensitive and confidential information of Tempest. These meetings typically occurred via Google Meets calls or audiocalls. From time to time they would occur via Signal.
49. I was CEO from approximately February 10, 2022, to June 23, 2022 (as discussed further below).
50. It is because of the sensitive and confidential nature of the information that I and other staff were privy to that Path Net requires employees and contractors to sign agreements such as the Employment Agreements and ICA which contain restrictive covenants that prohibit, among other things, the sharing of confidential information. The information that I was privy to could be used

to undercut or compromise the competitive edge of Path Net or Tempest.

**Packet Rabbit Inc.**

- 51. As mentioned above, before my employment with Path Net and my roles in Tempest, I had been operating my company Packet Rabbit. As mentioned above, Packet Rabbit is an online virtual hosting company.
- 52. On March 17, 2022, I, on behalf of Packet Rabbit, provided Webb / Path Net with a signed Bill of Sale dated March 17, 2022 (the “Bill of Sale”). The Bill of Sale listed the assets of Packet Rabbit to be transferred to Path Net including specifically “Computer Equipment (servers), network devices (router, switches), internet resources (autonomous systems network, IPv4 and IPv6 addresses).

**Tab 8:** Bill of Sale, dated March 17, 2022

- 53. Path Net made payments to me before I transferred all the assets and interests of Packet Rabbit to Path Net. The agreed upon payment schedule being 3 installments, paid in three months respectively. Between April 1, 2022, and July 12, 2022, Path Net paid the USD \$106,496 to me via three instalment e-payments pursuant to the Purchase Agreement. The payment dates were:
  - a) April 1, 2022;
  - b) May 20; and
  - c) July 12, 2022.

**Tab 9:** Payments from Path Network to C. Gervais dated April 1 to July 12, 2022

**Path Net’s Investigation of Active Scanning**

- 54. On June 23, 2022, Stubbs learned of ‘active scanning’ of GSK by someone at Path Net and informed Webb. Webb commenced an investigation o with Stubbs and another person from Path Net Management, Dylan Kraklan (“Kraklan”).
- 55. As part of the Path Net investigation, I was interviewed by Stubbs and Kraklan via Google Meets. I was in Canada at the time. I advised Stubbs and Kraklan that ‘active scanning’ was not illegal in Canada as far as I was aware and that I did not consider this a big deal at the time.

**Suspension and Demotion**

- 56. As a result of Path Net’s investigation, Webb removed me as CEO of Tempest effective immediately and suspended me from further employment with Path Net and Tempest until otherwise notified. While I was suspended, Path Net’s management team continued their internal investigation.
- 57. On June 24, 2022, Kraklan of Path Net emailed me and advised me that I had been removed as CEO of Tempest effective immediately. My suspension was continued until approximately June 26, 2022, when I was demoted from CEO to COO of Tempest. I believed it to be an over-reaction by Path Net. Path Net’s discipline by way of demotion and suspension is, in part, what motivated me to resign from Path Net.
- 58. On June 23 and 24, 2022, while I was suspended from my employment, and while Path Net’s investigation was ongoing, I contacted Alex Azzo, a former employee of Path Net, privately via

Signal. I complained to Mr. Azzo about what I viewed as mistreatment by Webb and Path Net and Tempest.

59. I told Mr. Azzo that I intended to file a complaint with ARIN (American Registry for Internet Numbers, a not-for-profit member based organization that administers IP addresses) alleging that Path Net had “stolen” Packet Rabbit’s IPv4 addresses and AS numbers. I further told Mr. Azzo that I was going to “*walk to [Webb’s] biggest competitor and drown [Webb’s] company*”. I was angry, frustrated and burnt out.

**Tab 10:** Signal chat logs with Gervais and Alex Azzo, dated June 23 to 24, 2022

60. At some later point, Mr. Azzo advised Path Net and Webb of my statements to him. The relevance of this event (my correspondence with Mr. Azzo) is that it is the first occasion where I vented my frustrations to another person.

**Communicating Confidential Information to Roosen**

61. On or about June 24, 2022, I was contacted by the CEO and founder of GSK and Cosmic – Rene ‘Renaul’ Roosen. Mr. Roosen advised me that he heard of what had happened, and he asked how I was doing. I thanked Roosen for his consideration of my well-being and left the conversation at that.

62. At around this time I became aware that Roosen / GSK was soliciting Path Net clients during this time of turmoil. I am aware that Roosen sent screenshots of date-stamped communications he had with Mr. Victor Heilskov to Kubbur (via Mr. Gunnarsson), Mr. Modica, and Nexus.

**Suspension Lifted / Demoted to COO of Tempest**

63. On or about June 30, 2022, Webb contacted me and offered that I return to work for Tempest in the role of Chief Operations Officer. This was a demotion from CEO. The offer was made because Webb believed that I could be a valuable asset to Tempest despite the disciplinary action taken against me. To state otherwise, Webb valued my technical and creative skills. Webb believed that I had demonstrated poor judgment and that I required having a person supervise me.

64. I accepted Webb’s offer and signed another Employment Agreement dated June 30, 2022, which memorialized my obligations as COO. The terms of the Employment Agreement that I signed on June 30, 2022, are materially the same to the prior Employment Agreement and ICAs. I retained all the authorizations and access to Path Net and Tempest’s above-mentioned systems and confidential information that I had previously.

**Tab 11:** Employment Agreement (Chief Operating Officer) dated June 30, 2022

65. Notwithstanding Webb’s olive branch, I remained frustrated with Webb and Path Net. At the time, I did not believe the demotion was justified as the perpetrator of the “active scanning” attack was not reprimanded for their actions, I bore the brunt of the reprimanding. I did not disclose to Webb my communications with Roosen as I did not see responding to someone asking about my wellbeing as necessary disclosure. I also did not disclose to Webb my communications with Azzo as they were vented out frustrations I had at the time.

66. Webb promoted a Path Net employee named Russ Reese to assume the role of CEO for Tempest.

**Path Net Received an Invoice for Packet Rabbit’s Purchase of New Servers**

67. On or shortly after June 30, 2022, a former employee for Path Net named Jack Cosens (“Cosens”) received an invoice from a company named Kuxo addressed to Packet Rabbit and I (the “Kuxo Invoice”).

**Tab 12:** Invoice No. 2816 - Kuxo Limited to Curtis Gervais, dated June 30, 2022

68. Cosens was aware that my continued operation of Packet Rabbit. Cosens forwarded the Kuxo Invoice to Path Net. This was done with an attempt to jeopardize my position that I had with Path Net. The invoice sent by “Nigh” (Kuxo) to Cosens was fabricated, and not the original invoice.

**Tab 13A:** Signal Chat between "Nigh" (Kuxo) and J. Cosens, dated July 6, 2022

**Tab 13B:** Email conversation between Gervais and Kuxo (attached to email)

**Tab 13C:** Invoice No. 2815 – Kuxo to Curtis Gervais, dated June 29, 2022 (attached to email)

**Roosen’s Contact with Gunnarsson of Kubbur**

69. On July 6, 2022, Mr. Gunnarsson of Kubbur and his business partner were contacted by Roosen via Discord. Roosen was aware that Kubbur was a customer of Path Net and Tempest.

70. Roosen represented to Gunnarsson that Tempest was going bankrupt, intimating that if Kubbur cared about maintaining reliable service, it should terminate its agreements with Path Net and Tempest and instead subscribe to his company, GSK. Roosen told Gunnarsson that he received confidential information. In other words, Roosen was intimating that they should rely and act on this information because the source was a person of authority within Path Net and Tempest.

71. To prop-up his statements, Roosen sent Gunnarsson screenshots of his (Roosen’s) conversation. The screenshots included statements dated June 29, 2022, stating that “[Tempest has] no money”, is broke, and “every month the account goes negative”.

**Tab 14:** Discord Chat with Roosen of GSK, dated April 14 to August 14, 2022

72. At the time I did believe that Path Net was under financial constraints. Although I believed Path Net was under financial pressure, I was not privy to Path Net’s actual financial documents and status except for details of Path’s financial status disclosed in public conversations between Webb and Heilskov.

**Roosen’s Contact with Kyle of Nexus Online**

73. On July 8, 2022, Roosen contacted Nexus Online Services, another customer of Path Net and Tempest, via its owner “Kyle”. Roosen was aware that Kexus was a customer of Tempest, and that “Kyle” was Nexus’ representative. Kyle was also an active customer of GSK / Roosen at the time.

74. Roosen provided Kyle with the same information that he had provided to Gunnarsson – that Path Net and Tempst were in financial trouble. Roosen advised Kyle that if Nexus wanted to maintain reliable service in the future, it should terminate their agreements with Tempest.

**Tab 15:** Discord Correspondence with "Kyle", dated July 8, 2022

### **Roosen's Contact with Vital Game Network LLC**

75. On or prior to July 11, 2022, Vital Game Network LLC ("Vital Network"), a customer of Path Net and Tempest, was contacted by Roosen. Roosen advised Vital Network that Path Net and Tempest were insolvent and at risk of shutting down. The purpose of this representation was to induce Vital Network to switch service providers to his companies. I am aware that Vital Network was a client of Roosen prior to becoming a Path Net client. I was personally involved in the conversations with Vital Network when they were exploring Tempest and what we had to offer, including offering them the services after conferring with Path Net management on pricing.
76. On July 11, 2022, two of Vital Network's representatives (known to me as Nick Neimic and "Pink") advised Reese, CEO of Tempest, of Roosen's statements. Vital Network subsequently terminated its agreements with Tempest.

### **Path Net Discovers Roosen's Actions**

77. In July of 2022, Kyle of Nexus Online contacted Webb and advised what he had been told by Roosen.
78. On July 13, 2022, following Path Net's discovery that Roosen had contacted Kyle / Nexus, Tempest's employee Gomes contacted Roosen. Gomes had a prior acquaintanceship with Roosen. Roosen was told that his information about Path Net's insolvency was false. In response, Roosen told Gomes that the source of his information was a member of Tempest's executive staff.

**Tab 16:** Text of Roosen and Gomes - re confidential info - July 13, 2022

79. Roosen later intimated to Gomes that he knew the value of Tempest's service agreements with customers such as Iridium Satellites and UHaul – information that was only available on the Docusign Cloud. I am unaware of how Roosen knew of this information.

### **Roosen Contacts Anthony Modica of Tempest**

80. On or about July 17, 2022, Gomes of Path Net was contacted by one of Tempest's customers, Anthony Modica ("Mondica"). He (Modica) advised that he had been contacted by Roosen. Roosen told him that Tempest was going bankrupt and shutting down imminently. Modica provided Gomes with his Discord correspondence with Roosen, and also provided a signed statement.

**Tab 17:** Chat of Silvery (Anthony Modica) & Renewal Roosen on Discord - July 17, 2022

**Tab 18:** Signed Statement of Anthony Modica - with exhibits - July 18, 2022

### **Promotion of Packet Rabbit**

81. On August 7, 2022, I paid for the LA Weekly publication to publish a "promotional article" with respect to me. As a sponsored / promotional article, it was ghost-written by me.

**Tab 19:** LA Weekly Sponsored Article of Gervais, dated August 7, 2022

### **Packet Rabbit's ASN Suspension**

82. On or about August 23, 2022, Path Net set an administrative control within their network to reject announcements from the ASN used by Packet Rabbit. Up to that point, Packet Rabbit had been

operating on Path Net's network via the AS number 39967.

### **My Resignation**

83. In late August 2022, Tempest's CEO Reese began making inquiries about my job performance at Tempest. I was frustrated and burnt out. I felt constructively dismissed and no longer wanted to work for Path Net or Tempest anymore. During this period of turmoil, I was interviewing for other positions at various organizations in order to leave Path Net / Tempest on good terms.
84. On or about September 11, 2022, I complained to Potvin via Signal that I had issued invoices to Path Net which were not getting paid. I did not provide Potvin further information.
85. Thereafter, I did not communicate with anyone at Tempest or Path Net for a brief period of time to cool off, as I was experiencing financial hardship. I was angry with Webb and Path Net. I had children, which depend on me, and I needed to focus on their best interests.
86. On September 15, 2022, I removed myself from a Discord chat room used by Path Net's staff. Later that day, I contacted Webb and confirmed my resignation. I subsequently confirmed that my resignation via postings that I made on an online hosting forum known as LowEndTalk.

### **Wiping of Two Servers of Packet Rabbit Data**

87. Prior to September 2022, I had been using my employee authorization (Admin ID 16 / [curtis@path.net](mailto:curtis@path.net)) to obtain the usage of two of Path Net's servers for free, as authorized by Dylan Kraklan on behalf of Path Net. On or about September 30, 2022, I logged into WHMCS (the client services management portal for Tempest's customers) and wiped these two servers entirely. I wiped the two servers by re-installing their operating system (Ubuntu). The customer / user account I used had permission to wipe the entire servers because, in Tempest's WHMCS portal, both servers were dedicated to that customer account of mine.
88. My intention behind wiping the two servers was to ensure there would never be any claims that I had retained any materials of Path. I further wanted to ensure Path Net could reclaim those machines for usage by themselves, their clients, or for any other purpose they may have. Shortly thereafter, Path Net detected this event and began an investigation.

### **Use of "wdmg" on LowEndTalk**

89. On or about October 5, 2022, I, using the username "wdmg", began posting statements about Path Net on a forum for online virtual hosting known as LowEndTalk (<https://lowendtalk.com/>). In my postings as "wdmg", I stated that I was a credible source for the statements because I was a former CEO and COO of Tempest. I made these comments as I there was nothing wrong with making these statements.

### **Removing Confidential Information from Path Net's Network**

90. On December 24, 2022, Roosen (using the username 'Rene') and I began discussions over the encrypted messaging app Signal. Between January 2 and 5, 2023, Roosen and I discussed over Signal my further efforts to access the Path Net's network. I was able to access 'low hanging fruit'. I described this to Roosen.

**Tab 20:** Signal Chat – December 24, 2022, to January 5, 2023

91. Further particulars of my accessing of Path Net’s systems and my communications with Roosen over Signal are set out in the affidavit of Marshal Webb of Path Net, sworn December 16, 2024. I have reviewed the affidavit of Webb. I made my statements to Roosen in furtherance to my existing frustration which had grown sour. I tried reaching out multiple times to Path Net to receive the compensation owed, even utilizing a lawyer to attempt to collect, but all was ignored. At this point, I was beyond tired of trying to obtain my owed dues.

**Tab 21:** Affidavit of Marshal Webb, sworn December 16, 2024, with exhibits  
Exhibit H – Preserved Data

92. On and prior to January 5, 2023, I gained access into Path Net’s confidential information through a variety of open source intelligence (“OSINT”) techniques. I collected Path Net’s confidential information out of frustration for being constructively dismissed. I shared the data with Roosen.

**Ransoming (Extortion) of Path Net’s Code by ‘Archetype’ on the DarkNet**

93. On January 5, 2023, at 6:37 PM MST (or 8:37 PM EST), an individual going by the username / handle of “Archetype” on the communications app Discord posted to the Discord channel of a former Path Net customer known as Frantech. ‘Archetype’ tagged Webb of Path Net in his post to get his attention. In his post, Archetype advised that “theres a lot of code on same in a private community”. The code ‘Archetype’ was referring to was Path Net’s code.

94. Upon receiving this post, Path Net directed their employee Hiltz to correspond with “Archetype” via private message on Discord. Between approximately 9:00 PM EST and 11:28 PM EST, Hiltz corresponded with ‘Archetype’ via private messages on Discord.

**Tab 22:** Correspondence of Mr. Hiltz and ‘Archetype’ – January 5, 2023

95. The profile page for the user “Archetype” indicates that the profile was created that very day - January 5, 2023 – that I shared data with Roosen.

96. A summary of Hiltz’s Discord correspondence with Archetype follows:

- a) Hiltz asked Archetype for information on the “private community” where Path Net’s most sensitive and confidential information was being advertised for ransom by another person;
- b) “Archetype” refused to provide access to that “private community” on the basis that it was invite-only. To state otherwise, ‘Archetype’ was facilitating the ransomer’s anonymity;
- c) Hiltz asked Archetype to provide information or snippets of Path Net’s code / information being ransomed. This was so that the Path Net could verify the code was theirs. Path Net then matched snippets of the codes quoted by ‘Archetype’;
- d) Archetype alleged that the code fragments he provided were posted in the so-called “private community” that he would not identify;
- e) Hiltz asked Archetype for information with respect to the name or location of Path Net’s attacker / ransomer. Archetype responded that the attacker / ransomer was operating on “tor” (TOR stands for The Onion Routing; in layman’s terms, it refers to an encrypted a secure internet protocol that is used by users on the dark web to carry out illicit transactions online). Archetype stated that he would not provide a link to access the TOR network to communicate with the attacker / ransomer;
- f) Hiltz asked Archetype for more information regarding Path Net’s code / confidential information being posted. Archetype replied that the attacker / ransomer was advertising the

following highly sensitive and proprietary property of Path Net for sale:

- i. Path Net's C source code (C is a computer programming language)
- ii. Path Net's Python source code (Python is a computer programming language);
- iii. Path Net's Portal source code;
- iv. Tempest's WHMCS database backup data;
- v. IP addresses of all of Path Net's firewall servers;
- vi. SSL certificates from NGINX; and
- vii. more than 200MB of data.

97. The ransom price Archetype requested was \$800,000.

98. Hiltz asked Archetype for further proof from the ransomer to validate the authenticity of the code being ransomed. Archetype provided further information and advised that the so-called attacker / ransomer wanted a deposit of \$50,000 if further verification was requested.

99. Path Net alleges in the Canadian Litigation that Webb, Stubbs, and Kraklan of Path Net's management team investigated and verified the authenticity of the code fragments provided by Archetype. The codes are part of Path Net's proprietary computer code - its DDoS mitigation programs. DDoS mitigation is the most important and valuable aspect of Path Net's business.

#### **Execution of Anton Piller Order (Private Search Warrant) In Canada**

100. On January 9, 2023, Path Net's Canadian legal team requested from a Canadian Court, on an *ex parte* (without notice) basis, urgent relief in the form of an Anton Piller order (private search warrant) and related injunctions. The Canadian Court granted three orders as against Packet Rabbit and I:

- a) an Anton Piller Order with respect to my residential property located in Lanark, Ontario;
- b) a 'Stand and Deliver' Order which required me to deliver up all the off-site assets and data of Packet Rabbit where Packet Rabbit's servers were located; and
- c) a *quia timet* general injunctive order (the "General Injunctive Order") which prohibited me from continuing to engage in the harmful misconduct as against Path Net.

**Tab 23:** Anton Piller Order dated January 9, 2023

**Tab 24:** Stand and Deliver Order dated January 9, 2023

**Tab 25:** General Injunctive Order dated January 9, 2023

101. On January 10, 2023, the Anton Piller Order was executed at my residence in Lanark, Ontario (Canada). I spoke to various lawyers between approximately 11:00am and 1:00pm. Ultimately, after my consulting with a lawyer, the search of my residence took place.

102. During the search, various electronic devices were seized including three laptops, two cellular phones, and two iPad tablets. These devices were turned over to an independent supervising solicitor ("ISS") named Michael Decsey ("Decsey") and a data forensics expert Tom Warren ("Warren").

103. The execution of the Anton Piller Order resulted in the preservation of the Signal correspondence dated December 24, 2022, to January 5, 2023, of Roosen and I; and other correspondence of mine as referred to in the affidavit of Webb, sworn December 16, 2024.

104. The Canadian Court ordered that I to attend Court in-person on Friday, January 13, 2023, to respond to the injunctions.

105. On January 13, 2023, I appeared before a judge in a Canadian Court in Perth, Ontario – the jurisdiction of my residence in Lanark, Ontario. The judge extended the injunction and ordered that I attend a further Court hearing on January 20, 2023.

**Tab 26:** Injunction Extension Order dated January 13, 2023

**Retainer of Canadian Lawyer Katzman**

106. On or about January 19, 2023, I retained Ontario lawyer Michael Katzman for Packet Rabbit and I. On January 20, 2023, lawyer Katzman attended before the Canadian Court with me. The injunction orders were extended by the Canadian Court to June 2, 2023.

**Tab 27:** Injunction Extension Order dated January 20, 2023

**Lawyer Katzman, the Sealing Order and Roosen**

107. I acknowledge that the General Injunctive Order, at paragraphs 13 to 15, contains a sealing order and confidentiality order prohibiting the “publishing or disseminating in any way” any of the motion material filed in the Canadian Litigation unless Path Net consented or I sought a variation of the order. I have never sought to vary the General Injunctive Order or request Path Net’s consent for a variation.

108. Following my retainer of my lawyer Katzman, he (Katzman) communicated with Roosen and various other non-parties. Notwithstanding the Sealing and Confidentiality Order (paras 13-15 of the *quia timet* General Injunctive Order issued on January 9, 2023) lawyer Katzman emailed Roosen and provided him (Roosen) with substantially all of Path Net’s court filings that were under seal. Katzman did not seek an order to vary the Sealing and Confidentiality Order or request the consent of Path Net.

**Tab 28:** Emails involving Solicitor Katzman and Roosen – various dates

109. Also following my retainer of lawyer Katzman, he (Katzman) emailed and produced Path Net documentation protected by the Sealing and Confidentiality Order to the following persons:

- a) Chris Miller
- b) Francisco Dias
- c) Nick (‘Neeko’) Niemiec
- d) Victor Heilskov
- e) Trenton Craig
- f) Karl Rehm
- g) Scott Storey

**Tab 29:** Emails involving Solicitor Katzman and Chris Miller – various dates

**Tab 30:** Emails involving Solicitor Katzman and Francisco Dias – various dates

**Tab 31:** Emails involving Solicitor Katzman and Nick ‘Neeko’ Niemiec – various dates

**Tab 32:** Emails involving Solicitor Katzman and Victor Heilskov – various dates

**Tab 33:** Emails involving Solicitor Katzman and Trenton Craig – various dates

**Tab 34:** Emails involving Solicitor Katzman, Karl Rehm and Scott Storey – various dates

110. Without intending to waive lawyer-client privilege, I was advised by my then lawyer Katzman this was allowed and appropriate in order for the parties mentioned to give evidence to rebut or dispute the evidence given by Path Net. I acknowledge that Path Net's position in that by emailing the very documents that were under seal in the Canadian Litigation I risked causing further harm to Path Net, as the recipients of the sealed documents could use the sealed and confidential information to have Path Net's clients terminate their business arrangements with Path Net.

#### **My Canadian Litigation Motion Record**

111. On March 15, 2023, my lawyer, Katzman, created a motion record on my behalf to challenge the validity of the Anton Piller Order and other injunctive orders. My motion record was filed in the public record in the Perth, Ontario (Canadian) Courthouse. My motion record contained my own affidavit and affidavits from the following non-parties:

- a) Roosen;
- b) Chris Miller;
- c) Francisco Dias;
- d) Victor Heilskov;
- e) Karl Rehm;
- f) Scott Storey

**Tab 35:** Notice of Motion as contained in Gervais Motion Record dated March 15, 2023

112. All of the non-party witness affidavits contained in my Motion Record includes a statement indicating that each of them had been provided with "all of the evidence filed by the Plaintiff in support of the Orders it obtained on January 9, 2023". Katzman did not seek Path Net's consent, nor did we ask the Canadian Court to vary the General Injunctive Order prior to doing so.

113. I am aware that Path Net disputes the contents of the affidavits of Roosen, Miller, Dias, Heilskov, Rehm and Story. I am not affixing the affidavits of Roosen, Miller, Dias, Heilskov, Rehm and Story to this sworn statement as to do so would be a further breach of the Sealing and Confidentiality Order, and as Path Net has not granted me a consent, or a variation of the Sealing and Confidentiality Order, to do so.

#### **Roosen Contacts Cosens**

114. On April 3, 2023, Path Net served my lawyer Katzman with a Responding Motion Record, which was supported by an affidavit sworn by Webb. The Path Net Responding Motion Record challenges the veracity of the contents of my affidavit and the affidavits of Roosen, Miller, Dias, Heilskov, Rehm and Story.

115. Upon receipt, my lawyer Katzman provided Path Net's Responding Motion Record to Roosen via email. Lawyer Katzman's email to Roosen, and all other emails of lawyer Katzman with Roosen, are contained within Tab 28.

**Tab 36:** Notice of Motion as contained in Path Net Motion Record dated April 3, 2023

116. On April 3 or 4, 2023, Roosen contacted a non-party named Jack Cosens ("Cosens"). Cosens' company, Scaleblade, was at the time a customer of Roosen's companies Game Server Kings, Cosmic Guard and/or Cosmic Global. He was also a former employee of Path Net. Roosen sent Cosens a screenshot taken from Webb's affidavit sworn on April 3, 2023. This affidavit was also

subject to the Canadian Court's Sealing and Confidentiality Order.

117. On April 4, 2023, Roosen sent an email to Cosens for the purpose of introducing him to my lawyer Katzman. I was also copied on the email. Roosen, Katzman and Cosens exchanged emails between April 4 and 6, 2023.

118. Throughout the remainder of April 2023, Roosen continued to communicate with Cosens. Roosen made references to material and information he had acquired from the Path Net in the Canadian litigation contrary to the Sealing and Confidentiality Order. Roosen referred to this material and information to lend credibility to his assertions to Cosens that Path Net had issues that risked the quality of service they could provide to customers like him. Cosens did not provide an affidavit for me in the Canadian Litigation.

#### **Path Net's Motion for a Declaration of Breach of the Sealing Order**

119. In May 2023, Path Net brought a motion for the production of all emails involving the dissemination of Path Net's motion documents by my lawyer Katzman and/or I to Roosen and any other non-party to the Canadian litigation contrary to the Sealing and Confidentiality Order. Previously, on April 3, 2023, Path Net also brought a motion for production of all data preserved through the Anton Piller order process and held in the custody of ISS Descey for use at my injunction set aside motion.

**Tab 37:** Notice of Motion as contained in the Path Net Motion Record dated May 2, 2023 (4876-9803-6065 – p.2-7)

#### **The Decision on Path Net's Motion for Access to the Anton Piller Order Preserved Data**

120. On August 30, 2023, the Canadian Court ordered that ISS Descey produce to Path Net's lawyers all data preserved through the Anton Piller Order that was relevant to the Canadian litigation. As part of the Canadian Court's ruling, the judge noted (at paras 39-40) that it was apparent that I had breached the Sealing and Confidentiality Order as the affidavit of Roosen and others made reference to the very documents that the Court had ordered be sealed and held in the court file as confidential.

**Tab 38:** Reasons for Decision, Ontario Superior Court, published as *Path Net v. Gervais*, 2023 ONSC 4938 (CanLII) dated August 30, 2023

121. My lawyer Katzman appealed the decision that all data preserved through the Anton Piller Order that was relevant to the Canadian Litigation be transferred to Path Net. On December 15, 2023, that appeal was dismissed.

**Tab 39:** Reasons for Decision of the Ontario Divisional Court published as *Path Net v. Gervais*, 2023 ONSC 6921 (CanLII) dated December 15, 2023

#### **Postings on Discord**

122. On or about February 18, 2024, I participated in a chatgroup on Discord using the display name of "cmg" (username: "bitflippin"). In this groupchat, I:

- a) accused Webb of lying in sworn documents filed with the Court;
- b) solicited members of the groupchat to provide him with evidence of misconduct by Path Net because I "would love to introduce it into Court";

- c) accused Webb bribing an employee to lie in an affidavit filed with the Court;
- d) accused Path Net of being in breach of alleged obligations to report the data breach.

123. I acknowledged that my statements in the paragraph above were intended to offend Webb and Path Net.

124. On or about February 21, 2024, 'Archetype' posted in a Discord groupchat. In his postings, 'Archetype' claimed that he was trying to report Path Net previously-mentioned data breach. In the same message, 'Archetype' published 11 screenshots of documentation related to this action, including documents that only appear in Path Net's *ex parte* and sealed motion material. For clarity, I did not have access to the LowEndTalk Discord Channel in February 2024 but I subsequently became aware of this posting.

**Tab 40:** Posts of 'Archetype' on LowEndTalk Discord Channel – with 11 screenshots / documents posted – February 21, 2024

#### **Lawyer Katzman Removes Himself from the Record as my Canadian Lawyer**

125. On July 30, 2024, my lawyer Katzman advised the Canadian Court that he sought to withdraw as lawyer of record for Packet Rabbit and I. The Court also addressed the issue of transferring 'preserved data' in the custody of the ISS lawyer Michael Decsey to Path Net. The 'preserved data' was the electronic evidence that was preserved in the custody of ISS Decsey as a result of execution of the Anton Piller Order on January 10, 2023.

**Tab 41:** Endorsement dated July 30, 2024 (4867-0739-2468)

126. On August 29, 2024, my lawyer Katzman brought his motion to have himself removed from the record in the Canadian Litigation. The Court stated in its Endorsement that by this time I had reviewed the 'preserved data' that I received from ISS lawyer Decsey. The Court set a protocol and timetable for it (the Court) to review the 'preserved data' with ISS Decsey and me to determine which documents were relevant to the facts of the Canadian Litigation and must be disclosed to Path Net. The Court also addressed Path Net's motion for a declaration of breach of the Sealing and Confidentiality Order.

**Tab 42:** Endorsement dated August 29, 2024 (4865-4559-3566)

127. On September 12, 2024, Path Net served a consolidated motion record for a declaration that I and/or lawyer Katzman had breached the Sealing and Confidential Order. My former lawyer Katzman reported himself to his insurer and retained his own lawyer to represent him.

**Tab 43:** Notice of Motion dated September 12, 2024

128. On September 18, 2024, the Canadian Court granted the order for Katzman to be removed as my lawyer.

129. On October 1, 2024, the Court scheduled an '*in camera*' hearing with the ISS Decsey and myself for October 18, 2024, to review the 'preserved data' with the Court that I did not want produced to Path Net. This hearing was to take place without Path Net's lawyers being in attendance. Path Net's motion for a declaration of breach of the Sealing and Confidentiality

Order was also addressed.

**Tab 44:** Endorsement dated October 1, 2024 (4876-0681-8027)

130. On October 18, 2024, the ‘in camera’ hearing took place with myself, the ISS lawyer Decsey, and the case management judge in the Canadian Litigation. During this hearing, the ‘preserved evidence’ was reviewed. On November 1, 2024, the Canadian Court released an Endorsement with respect to this attendance directing the relevant ‘preserved evidence’ be disclosed by lawyer Decsey to Path Net.

**Tab 45:** Endorsement dated November 1, 2024 (4860-6923-6470)

#### **Retaining a New Canadian Lawyer**

131. On October 24, 2024, I retained a new lawyer for the Canadian litigation.

**Tab 46:** Notice of Appointment of Counsel, dated October 24, 2024

132. On November 5, 2024, with my new lawyer in attendance, the Court again addressed the transfer of ‘preserved data’ that is relevant to the Canadian Litigation from the ISS lawyer Decsey to Path Net.

**Tab 47:** Endorsement dated November 5, 2024 (4875-2053-1190)

133. On or about November 18, 2024, the ISS lawyer Decsey provided Path Net’s lawyers with an indexed brief containing the ‘preserved data’ in accordance with the November 5, 2024, endorsement. This included my Signal correspondence with Roosen, dated December 24, 2022, to January 5, 2023 (see **Tab 20** above. This correspondence was part of the ‘preserved data’ which was produced to Path Net on November 18, 2024.

#### **Settlement of the Canadian Litigation**

134. With the benefit of my new lawyer in the Canadian Litigation, I entered into settlement discussions with Path Net. The terms of settlement will be memorialized in a Minutes of Settlement. As part of my settlement, I have agreed to cooperate with Path Net by:

- a) providing evidence against Roosen (and his companies Cosmic and GSK) by way of this sworn statement;
- b) agreeing to waive my solicitor-client privilege over communications involving lawyer Katzman with Roosen, Miller, Dias, Heilskov, Rehm and Story, and others who lawyer Katzman sent documents subject to the Sealing and Confidentiality order, and allowing those communications to be transferred to Path Net’s American attorneys; and
- c) agreeing to consent to an order from the Canadian Courts to transfer the relevant ‘preserved data’ obtained through the Anton Piller order to Path Net’s American attorneys for use in American litigation and in criminal proceedings against Roosen in the United States of America. The index of the relevant ‘preserved data’ is attached as **Schedule A** to this my sworn Statement; and
- d) consent that the data upon transfer and conclusion of the settlement will be destroyed, with a Certificate of Destruction or similar document provided.

135. I acknowledge that all communications in breach of the Sealing and Confidentiality Order,

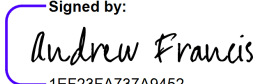
along with the preserved data from the Anton Piller order, may be produced to Path Net's American lawyers for use in American litigation against Roosen and others, and American criminal complaints against Roosen and others.

**Use of the Anton Piller Order 'Preserved Data' in the United States**

136. I have reviewed the 'preserved data' obtained pursuant to the Anton Piller (private search) order process attached as **Schedule A** to this my sworn statement. I acknowledge that the relevant preserved data the Canadian Court ordered transferred to Path Net includes my Signal app communications with Roosen dated approximately December 26, 2022, to January 6, 2023. This 'preserved data' includes my admissions of accessing Path Net's network without authorization and providing Roosen with Path Net's data.

137. As part of my resolution of the Canadian Litigation with Path Net, I agree to consent to whatever orders are necessary for the transfer of the relevant 'preserved data' set out in **Schedule A** to this my sworn statement to Path Net's American lawyers for use in American litigation against Roosen and others, and American criminal complaints against Roosen and others.

**SWORN REMOTELY** by Curtis Michael Gervais )  
of Lanark, Ontario, Canada, before me at the )  
City of Toronto in the Province of Ontario, )  
on the 8th day of August, 2025 )  
in accordance with O. Reg. 431/20, )  
Administering Oath or Declaration Remotely. )

Signed by: )  
 )  
1EF23FA737A9452... )

Andrew Francis (LSO 72555R)  
A Commissioner, etc.

Signed by: )  
 )  
2139D6AB402740E... )

**Curtis Michael Gervais**

# **EXHIBIT B**

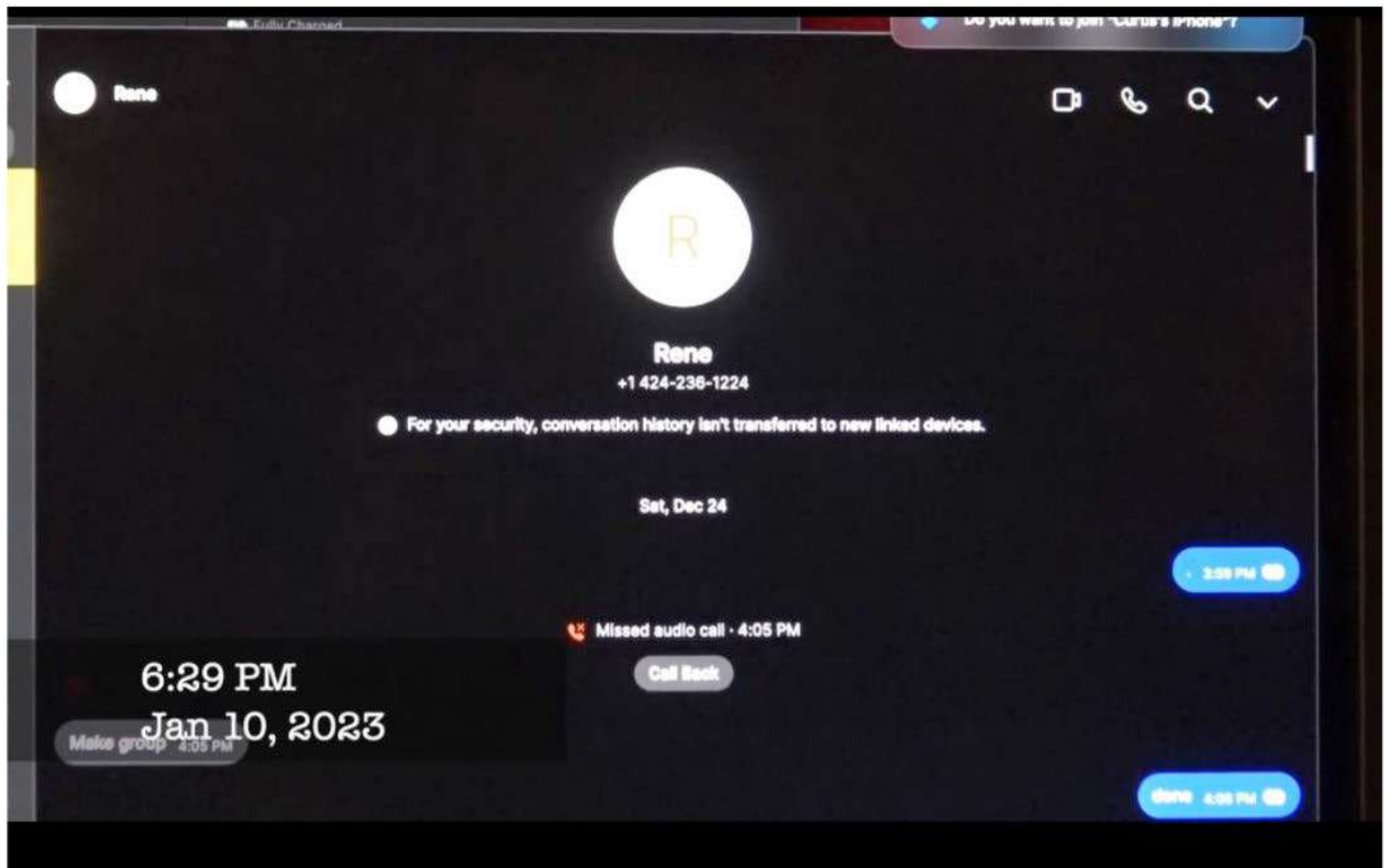
## APPENDIX A

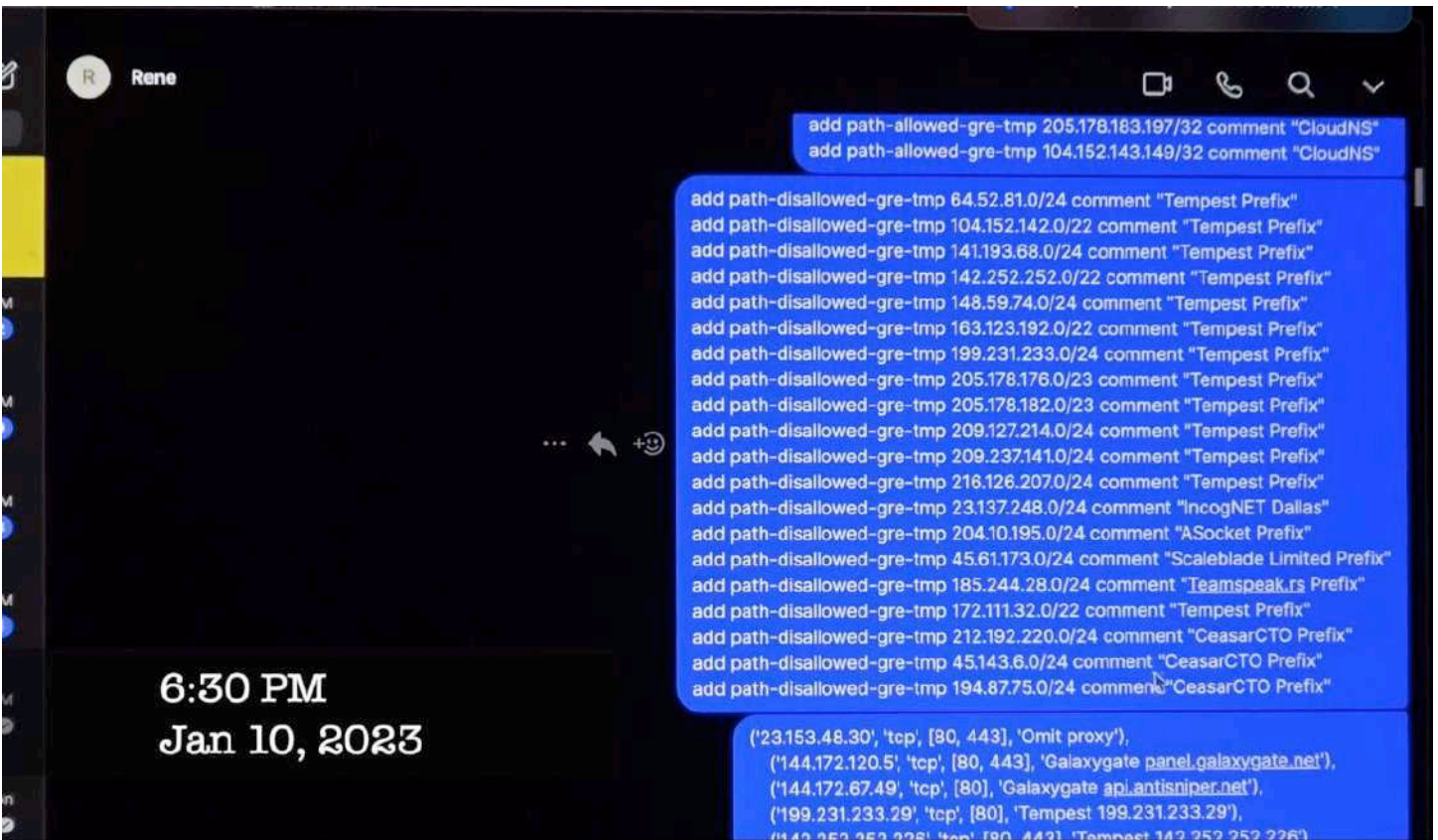
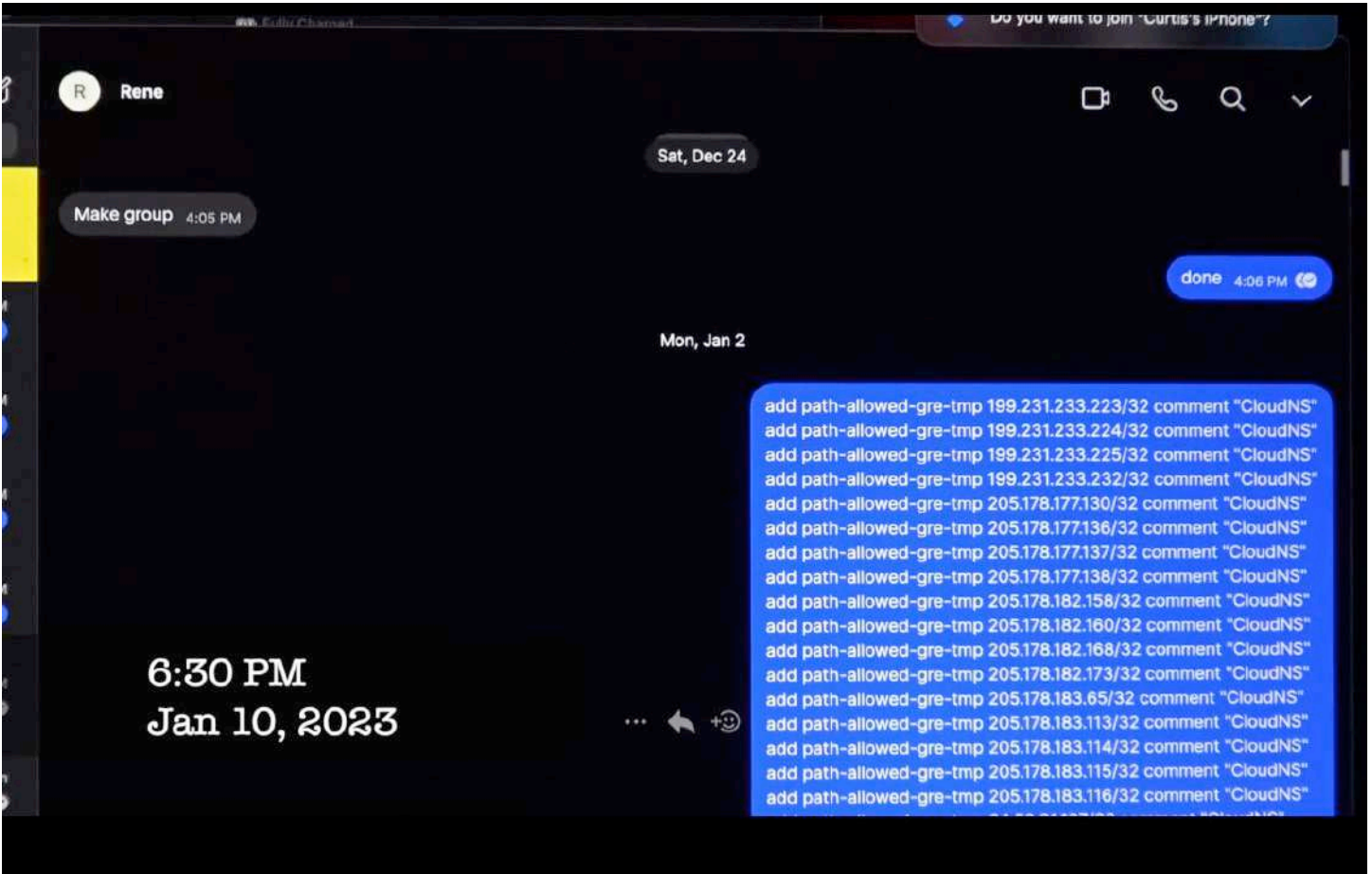
The following images are provided a series of chronological screen shots.

These screen shots were taken from the video footage acquired on January 10, 2023, during the execution of the Anton Pillar Order. Video recording with audio, were permitted in the Order of January 9, 2023, from Justice Abrams.

The purpose of provided the screen shots in addition to the video previously produced, is they are easier to review and examine in this format, then that of rolling video documentation.

The details of this are contained in our report titled RA080822-C / GERVAIS, Curtis Michael and dated January 31, 2023.





Rene

Mon, Jan 2

```
('142.252.252.226', 'tcp', [80, 443], 'Tempest 142.252.252.226'),  
(45.61.170.10', 'tcp', [80, 443], 'Atomicnetworks 45.61.170.10'),  
(185.208.166.73', 'tcp', [80, 443], 'billing.byteania.com'),  
(199.233.232.37', 'tcp', [80, 443], 'quickpacket'),  
(199.233.234.42', 'tcp', [80], 'quickpacket-199.233.234.42'),  
(23.183.247.39', 'tcp', [80, 443], 'Egamehost lowping.host, ect'),  
(23.183.247.52', 'tcp', [80, 443], 'Egamehost client.lowping.host'),  
(23.183.247.51', 'tcp', [80, 443], 'Egamehost status.lowping.host'),  
(23.183.247.58', 'tcp', [80, 443], 'Egamehost lowping.org'),  
(23.183.247.57', 'tcp', [80, 443], 'Egamehost lowping.co.uk'),  
(205.178.182.209', 'tcp', [80, 443], 'Tempest auth.nightly.support),  
(209.237.141.98', 'tcp', [80, 443], 'Tempest kiriel.be, ect'),  
(209.237.141.118', 'tcp', [80, 443], 'Tempest rubyhotel.com.br, ect'),  
(176.97196.208', 'tcp', [80, 443], 'packetwall gta-now.es')
```

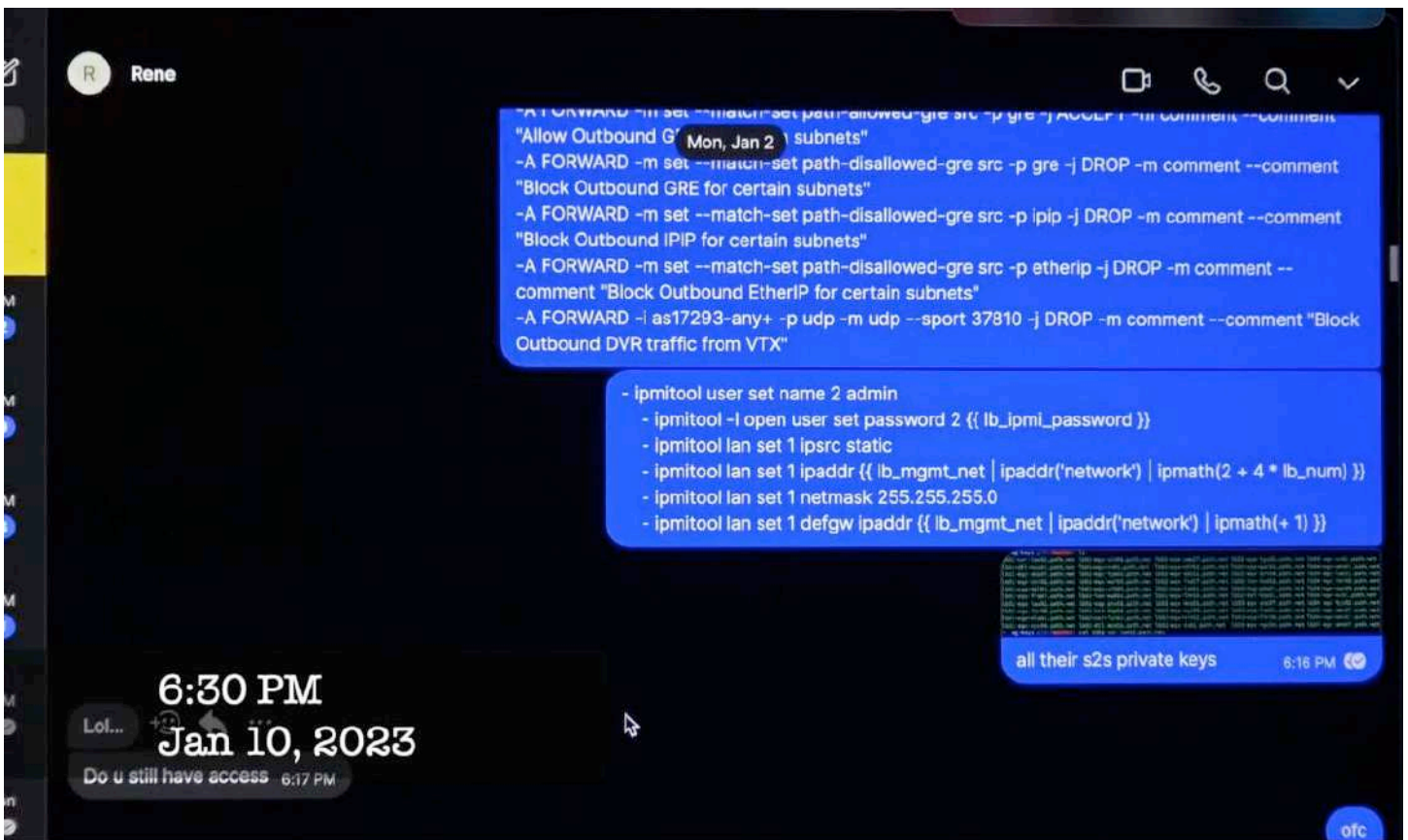
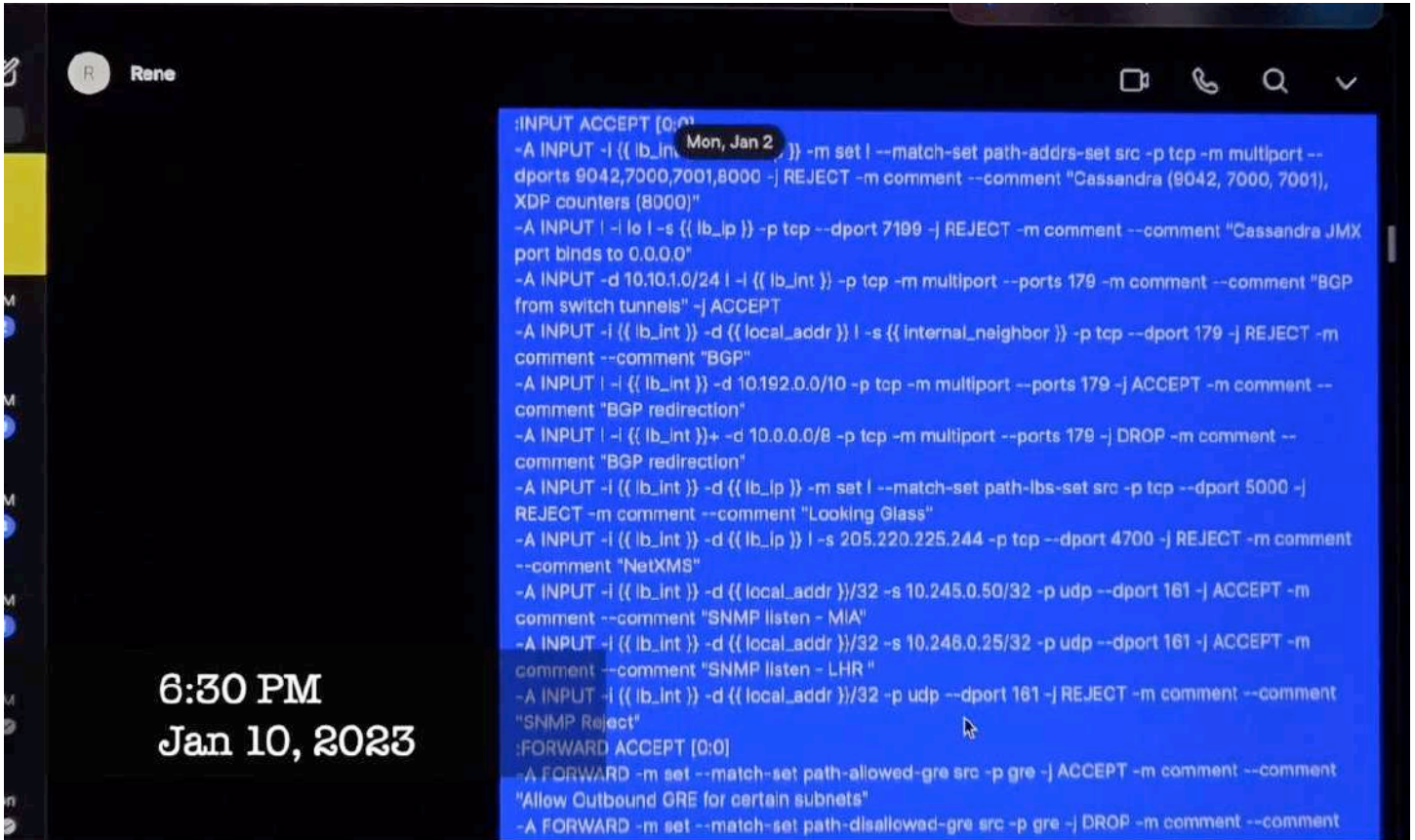
```
-A PREROUTING -i {{ lb_int }} -m set --match-set path-l7-proxy dst,dst -j MARK --set-mark 23 -m  
comment --comment "L7 nginx proxies"  
-A PREROUTING -i {{ lb_int }} -m set --match-set path-mc-proxy dst,dst -j MARK --set-mark 23 -m  
comment --comment "mc-proxy"  
-A PREROUTING -i lb+ -j MARK --or-mark 128 -m comment --comment "Mark packets coming out of  
backhaul tunnels"  
-A PREROUTING -m set --match-set path-allowed-gre dst -p gre -j ACCEPT -m comment --comment  
"Allow inbound GRE for certain subnets"  
-A PREROUTING -m set --match-set path-disallowed-gre dst -p gre -j DROP -m comment --  
comment "Block inbound GRE for certain subnets"  
-A PREROUTING -m set --match-set path-disallowed-gre dst -p ipip -j DROP -m comment --  
comment "Block inbound IPIP for certain subnets"  
-A PREROUTING -m set --match-set... Read more
```

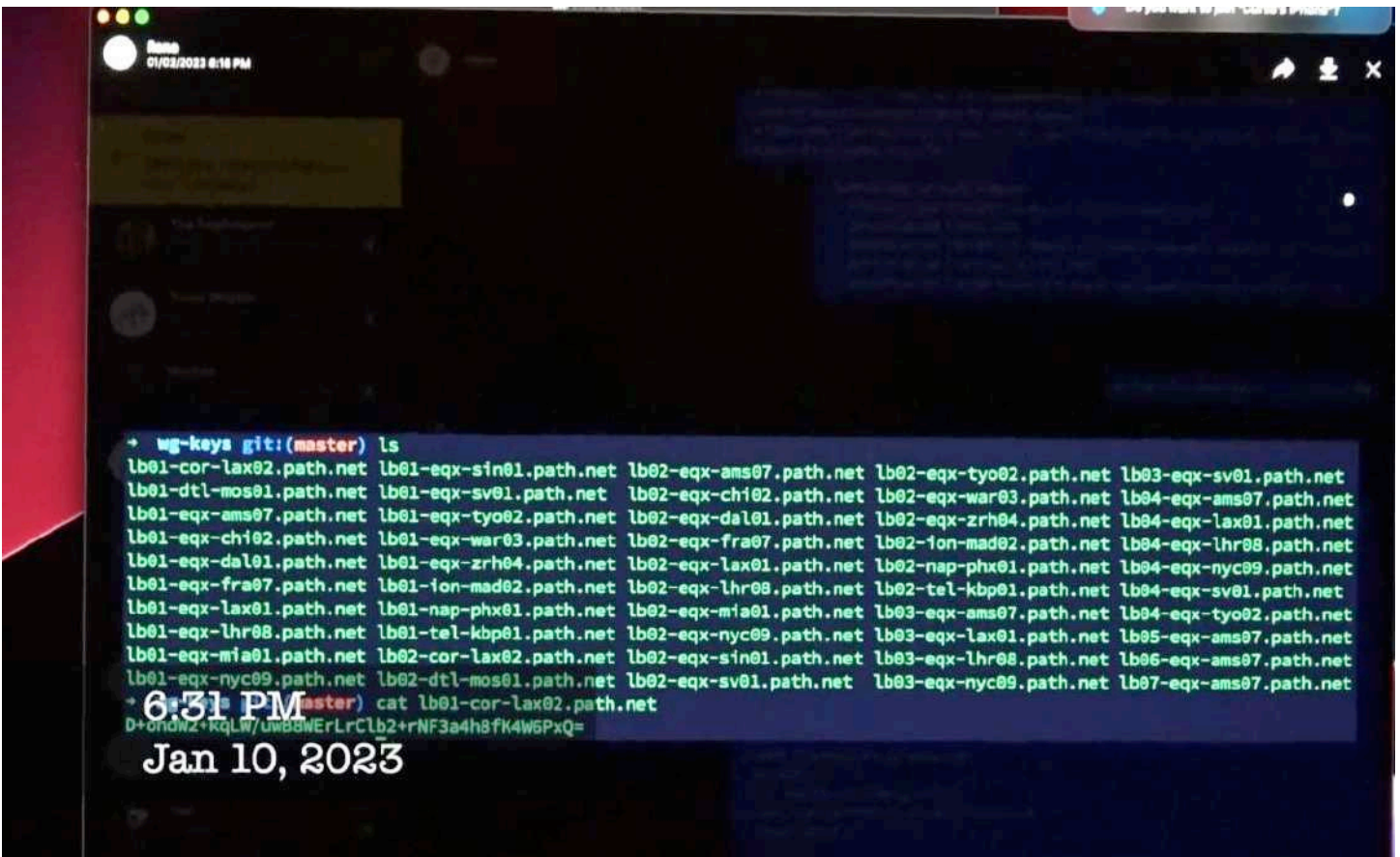
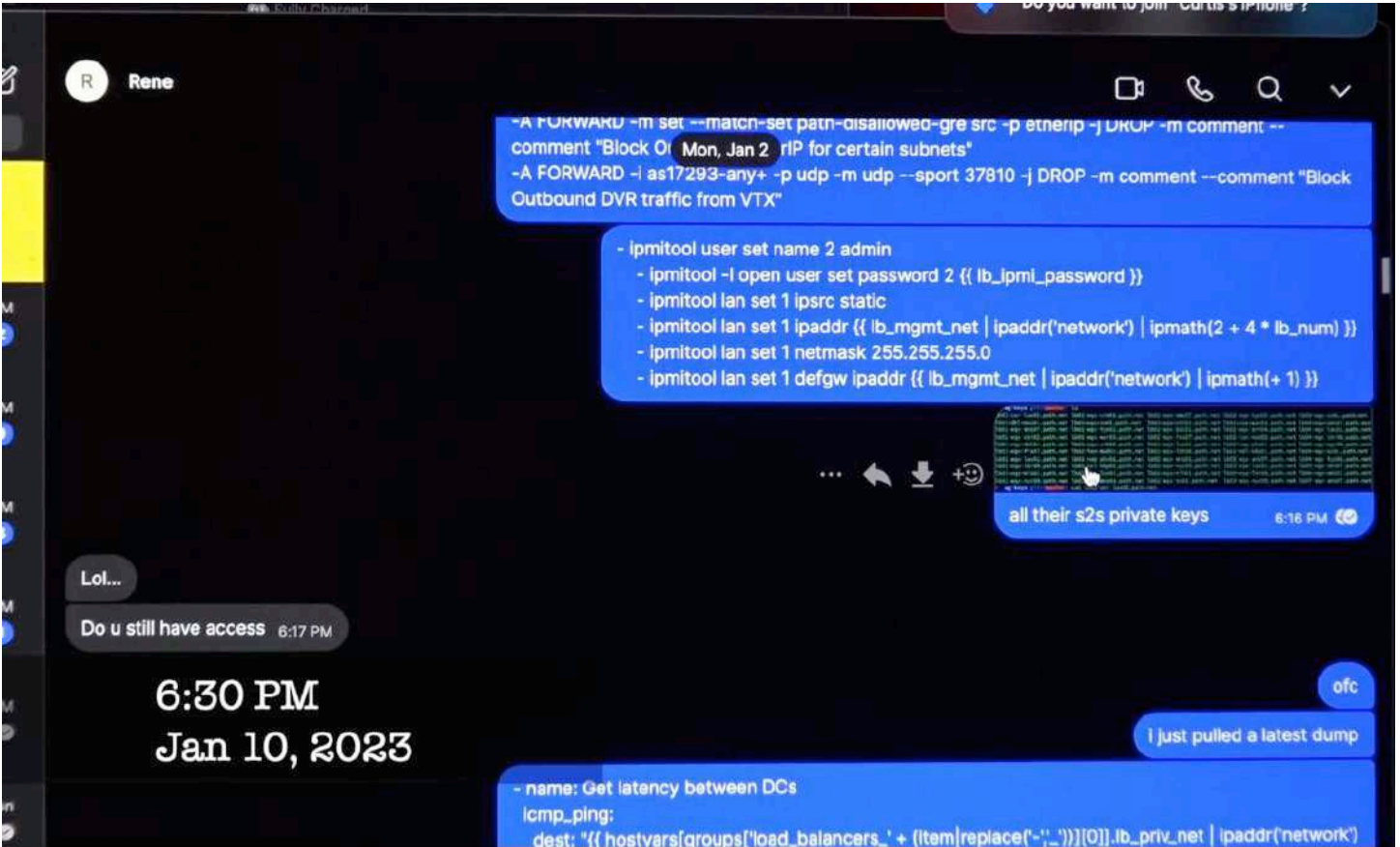
6:30 PM  
Jan 10, 2023

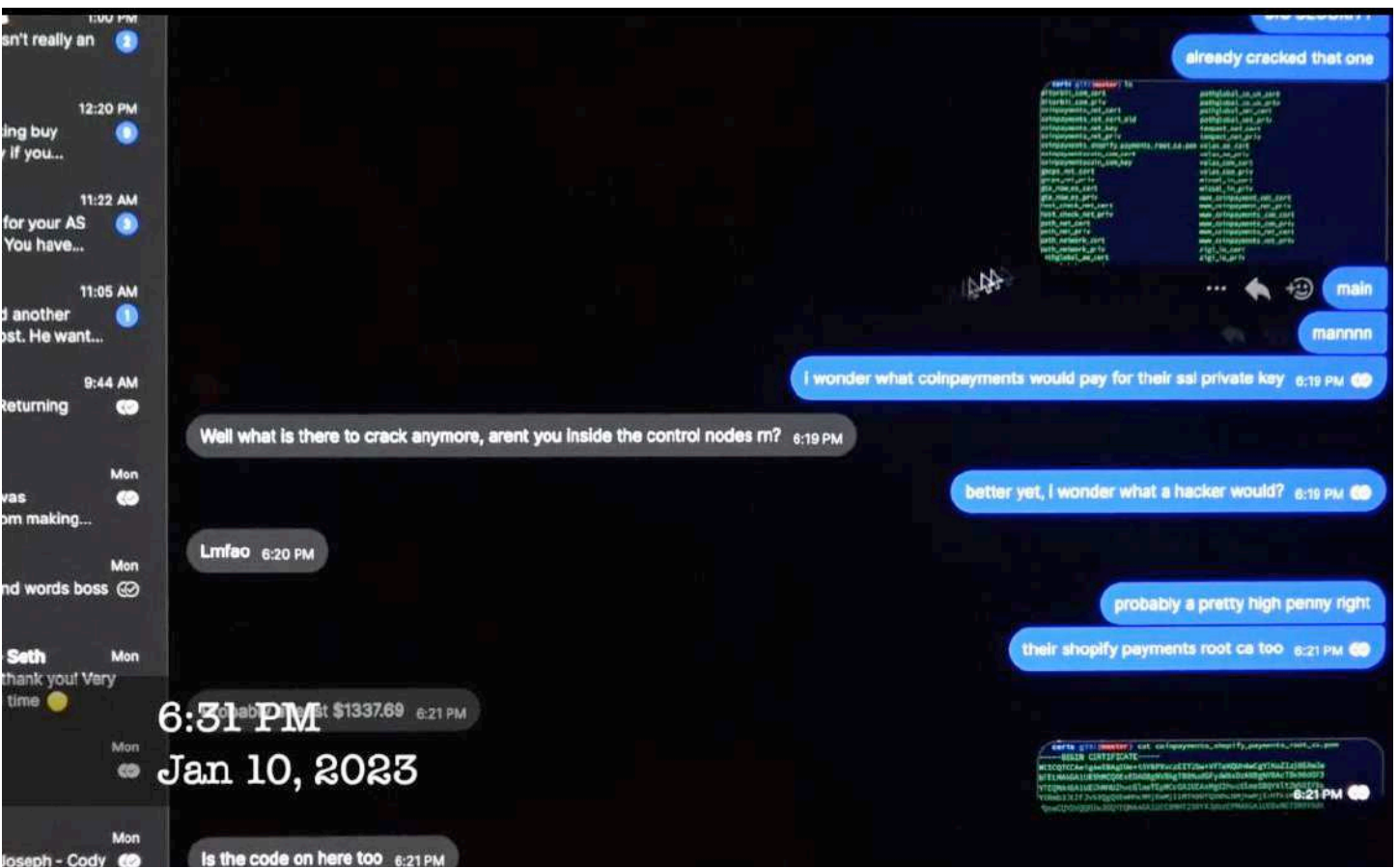
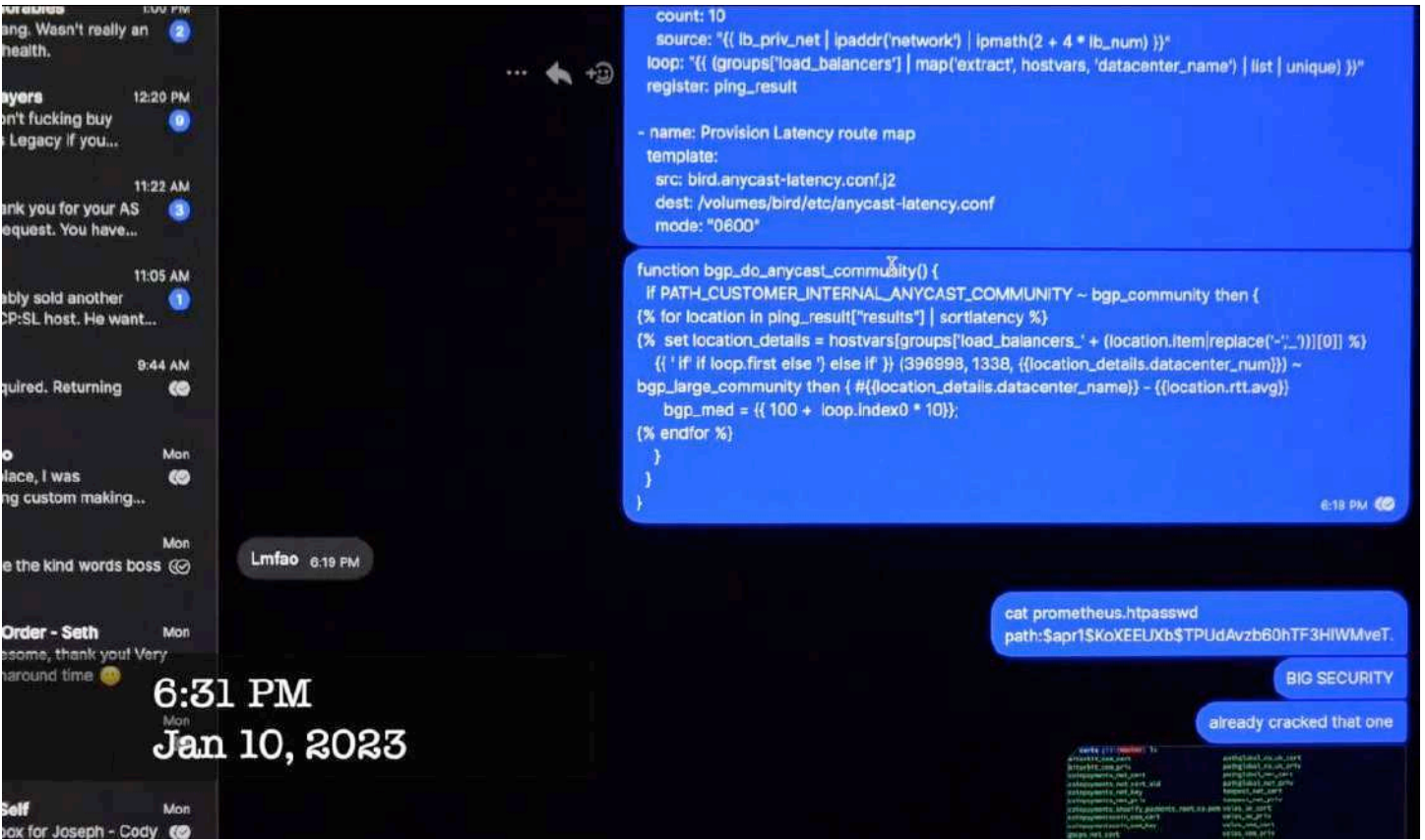
Rene

```
-A PREROUTING -m set --match-set path-disallowed-gre dst -p ipip -j DROP -m comment --  
comment "Block In. Mon, Jan 2 r certain subnets"  
-A PREROUTING -m set --match-set path-disallowed-gre dst -p etherip -j DROP -m comment --  
comment "Block Inbound EtherIP for certain subnets"  
-A PREROUTING -d 191.101.17.0/24 -p tcp -m tcp --tcp-flags FIN,SYN,RST SYN -j TCPMSS --set-mss  
1000 -m comment --comment "Cubixserv has some small-MTU tunnels"  
-A PREROUTING -s 191.101.17.0/24 -p tcp -m tcp --tcp-flags FIN,SYN,RST SYN -j TCPMSS --set-mss  
1000 -m comment --comment "Cubixserv has some small-MTU tunnels"  
:INPUT ACCEPT [0:0]  
-A INPUT -p tcp -m tcp --tcp-flags FIN,SYN,RST SYN -j TCPMSS --set-mss 1400 -m comment --  
comment "Clamp out incoming traffic, as it can come from a local customer with misconfigured MTU."  
:FORWARD ACCEPT [0:0]  
:OUTPUT ACCEPT [0:0]  
:POSTROUTING ACCEPT [0:0]  
-A POSTROUTING -d 191.101.17.0/24 -p tcp -m tcp --tcp-flags FIN,SYN,RST SYN -j TCPMSS --set-  
mss 1000 -m comment --comment "Cubixserv has some small-MTU tunnels"  
-A POSTROUTING -s 191.101.17.0/24 -p tcp -m tcp --tcp-flags FIN,SYN,RST SYN -j TCPMSS --set-  
mss 1000 -m comment --comment "Cubixserv has some small-MTU tunnels"  
-A POSTROUTING -p tcp -m tcp --tcp-flags FIN,SYN,RST SYN -j TCPMSS --set-mss 1400 -m  
comment --comment "Clamp out outgoing traffic, as the response can come via customer tunnel, be  
backhauled, etc."  
COMMIT  
*filter  
:INPUT ACCEPT [0:0]  
-A INPUT -i {{ lb_int }} -d {{ lb_ip }} -m set ! --match-set path-addr-set src -p tcp -m multiport --  
dports 9042,7000,7001,8000 -j REJECT -m comment --comment "Cassandra (9042, 7000, 7001),  
XDP counters (8000)"  
-A INPUT ! -i lo ! -s {{ lb_ip }} -p tcp --dport 7199 -j REJECT -m comment --comment "Cassandra JMX
```

6:30 PM  
Jan 10, 2023







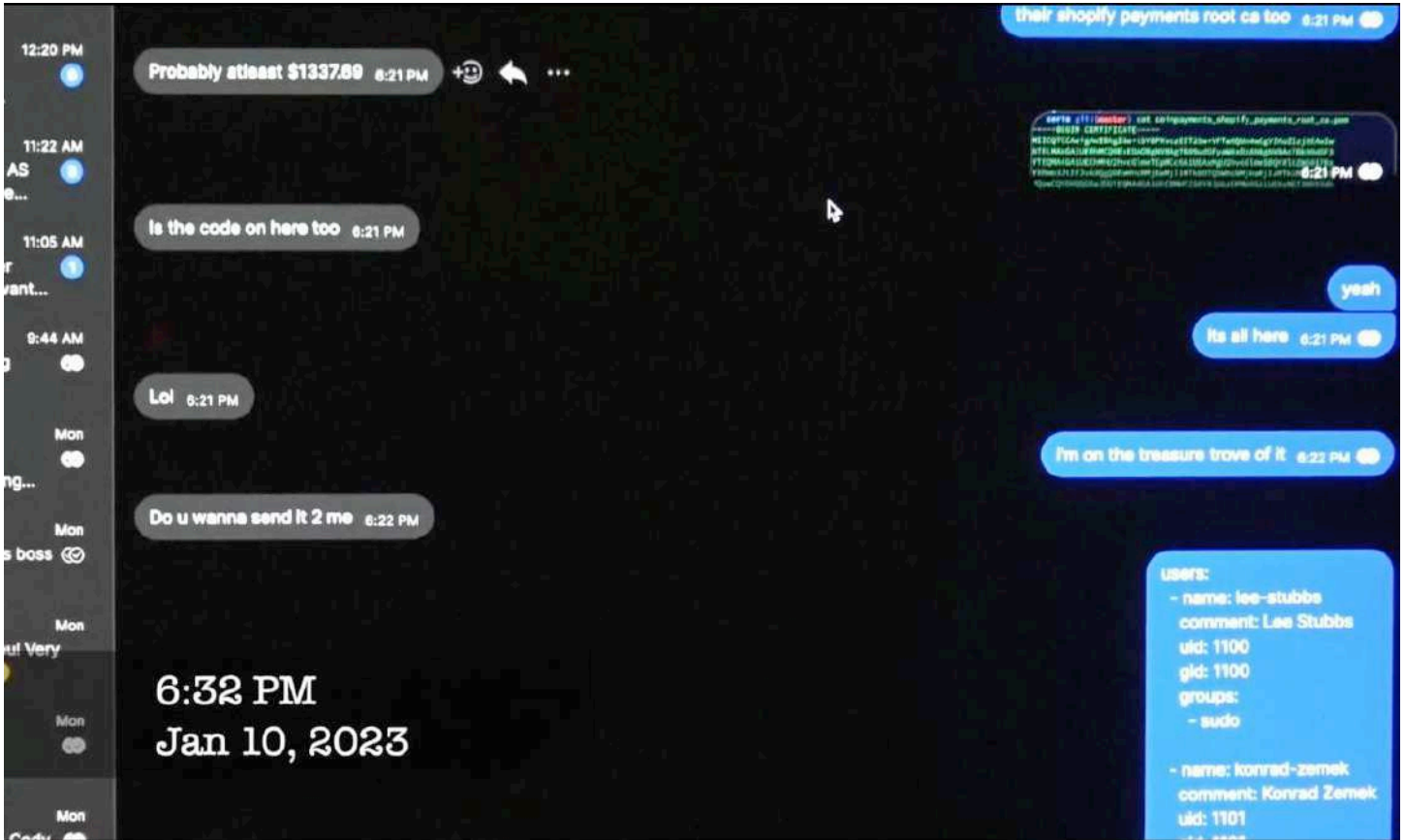
See below for the expanded / zoomed in pictures shown on the right

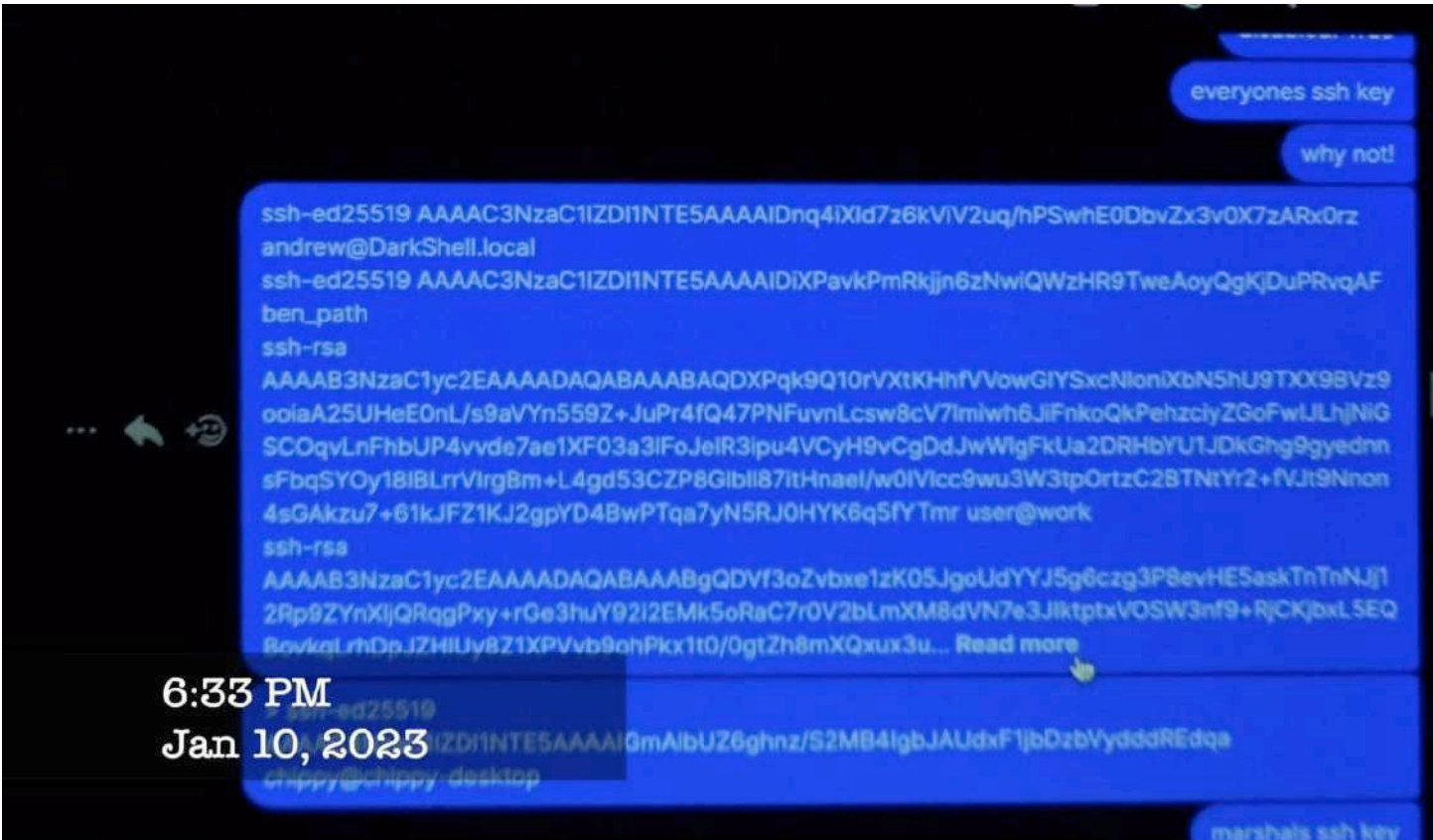
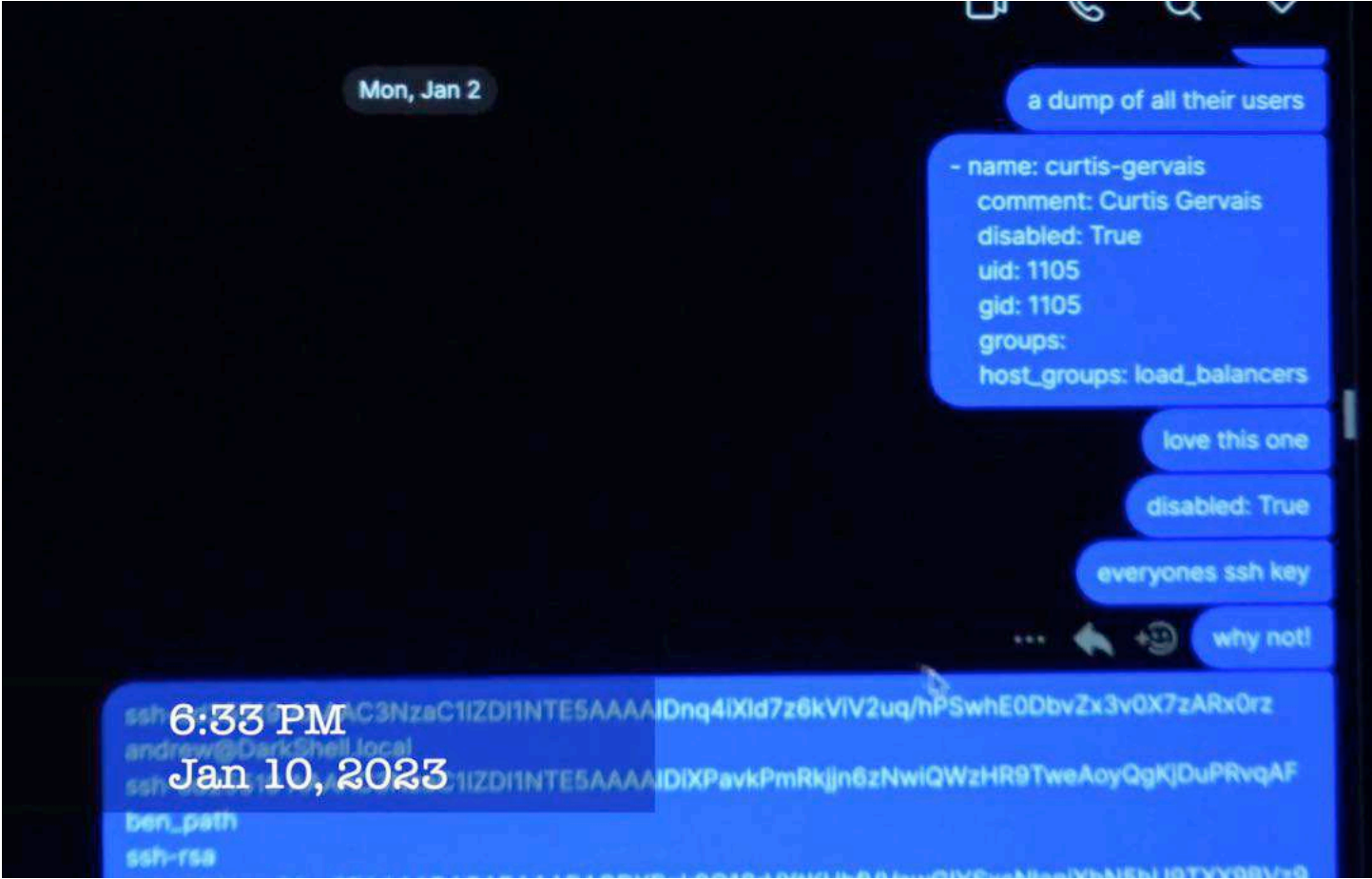
```
→ certs git:(master) ls
bitorbit_com_cert
bitorbit_com_priv
coinpayments_net_cert
coinpayments_net_cert_old
coinpayments_net_key
coinpayments_net_priv
coinpayments_shopify_payments_root_ca.pem
coinpaymentscoin_com_cert
coinpaymentscoin_com_key
gocps_net_cert
gocps_net_priv
gta_now_es_cert
gta_now_es_priv
host_check_net_cert
host_check_net_priv
path_net_cert
path_net_priv
path_network_cert
path_network_priv
pathglobal_ae_cert
pathglobal_ae_priv
pathglobal_co_uk_cert
pathglobal_co_uk_priv
pathglobal_net_cert
pathglobal_net_priv
tempest_net_cert
tempest_net_priv
velas_ae_cert
velas_ae_priv
velas_com_cert
velas_com_priv
wissel_in_cert
wissel_in_priv
www_coinpayment_net_cert
www_coinpayment_net_priv
www_coinpayments_com_cert
www_coinpayments_com_priv
www_coinpayments_net_cert
www_coinpayments_net_priv
zigi_io_cert
zigi_io_priv
```

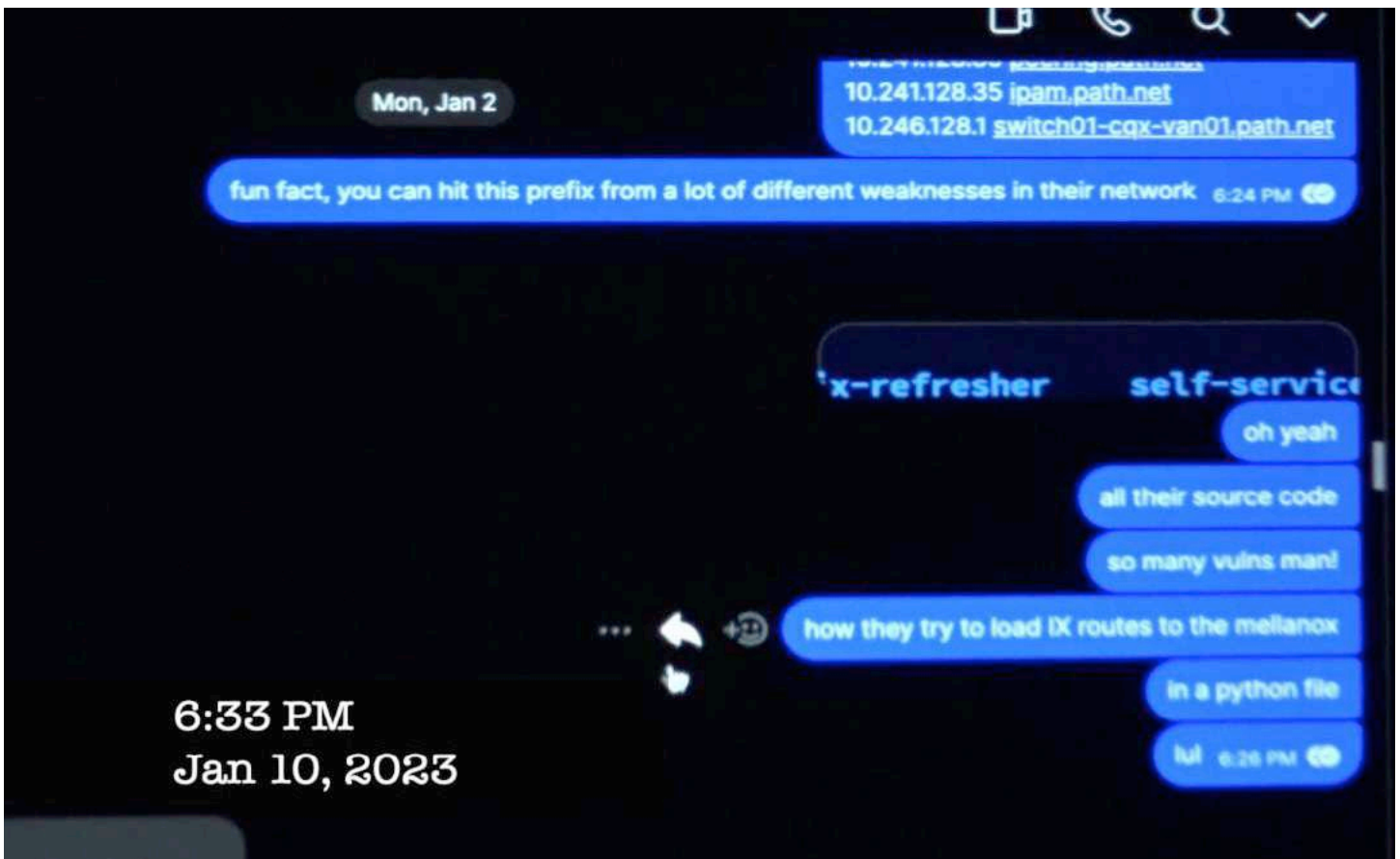
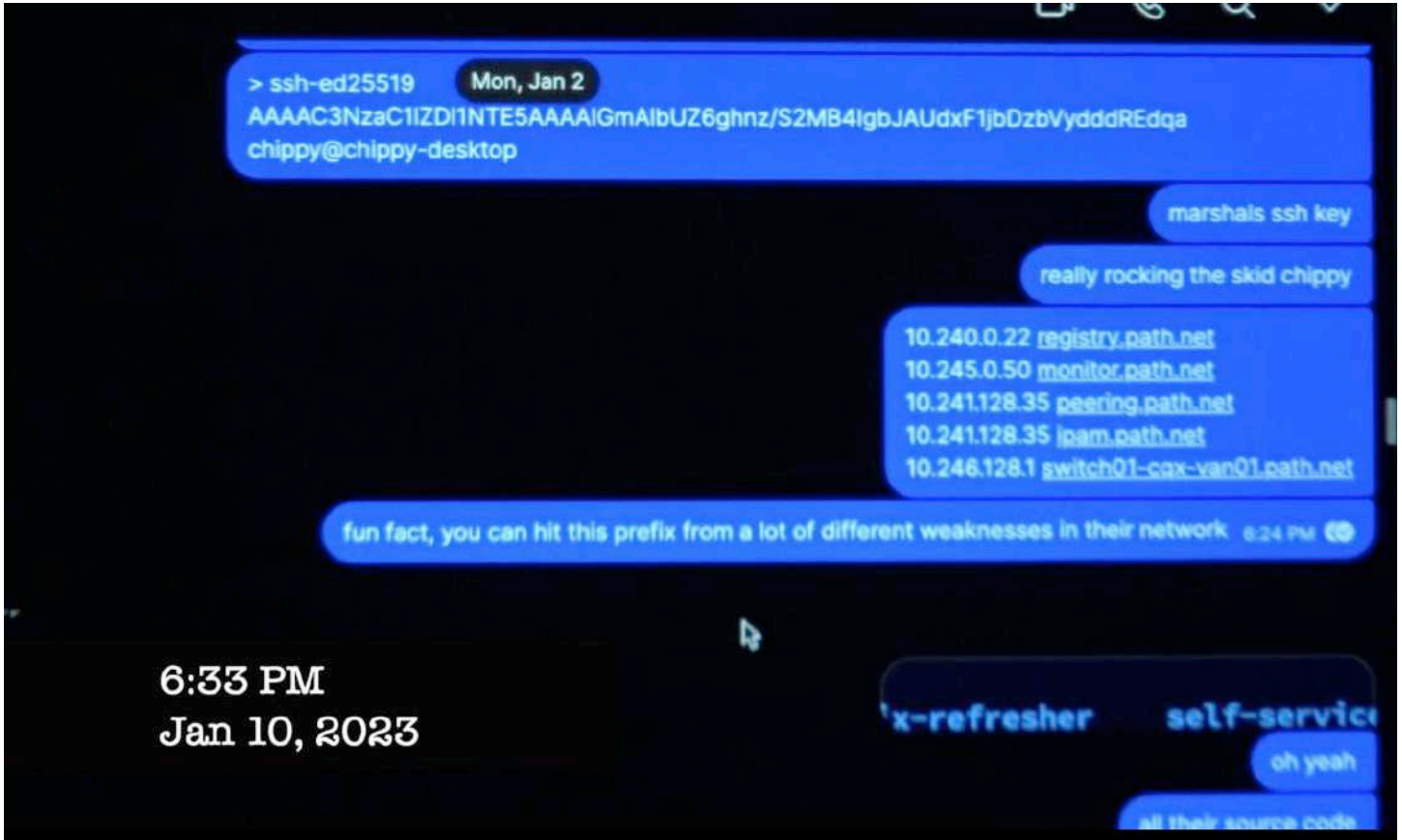
6:31 PM  
Jan 10, 2023

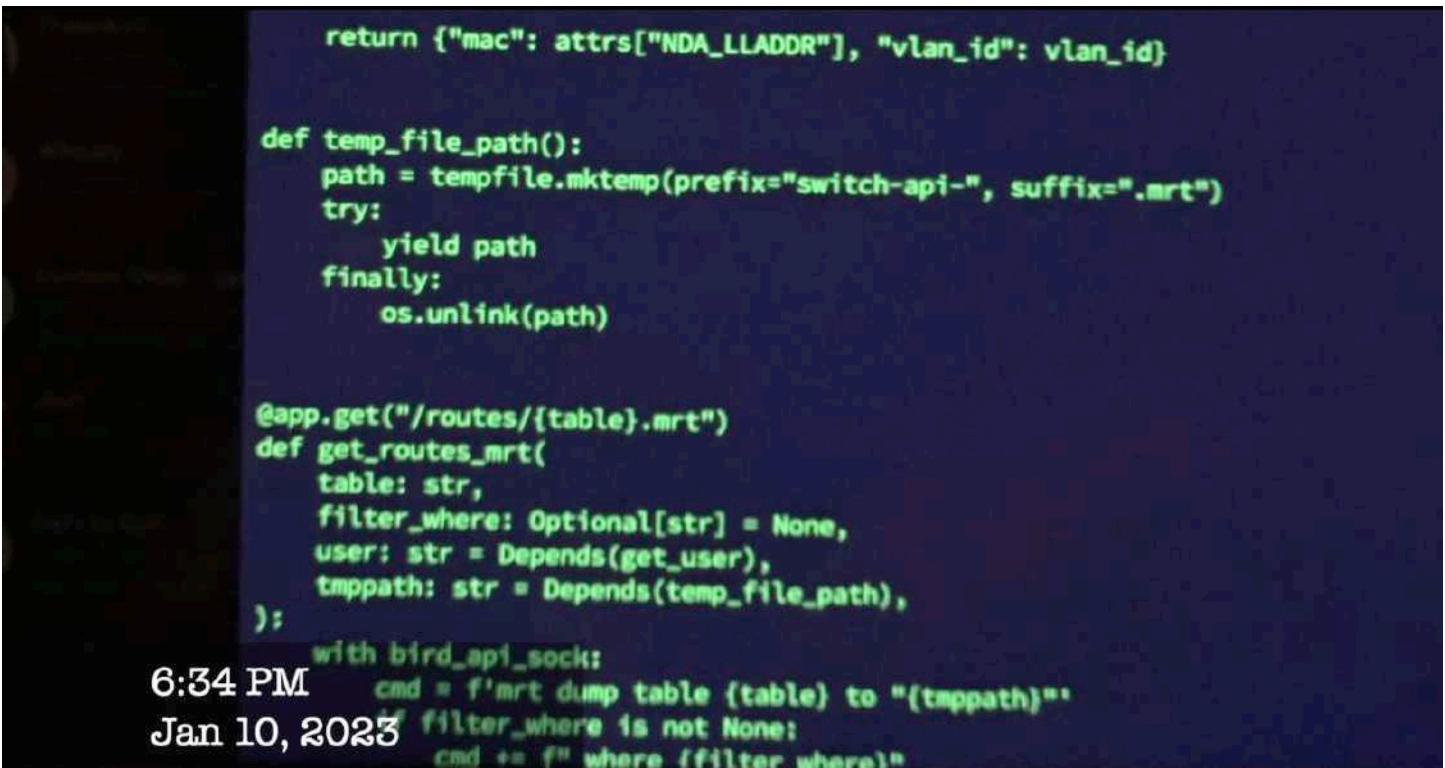
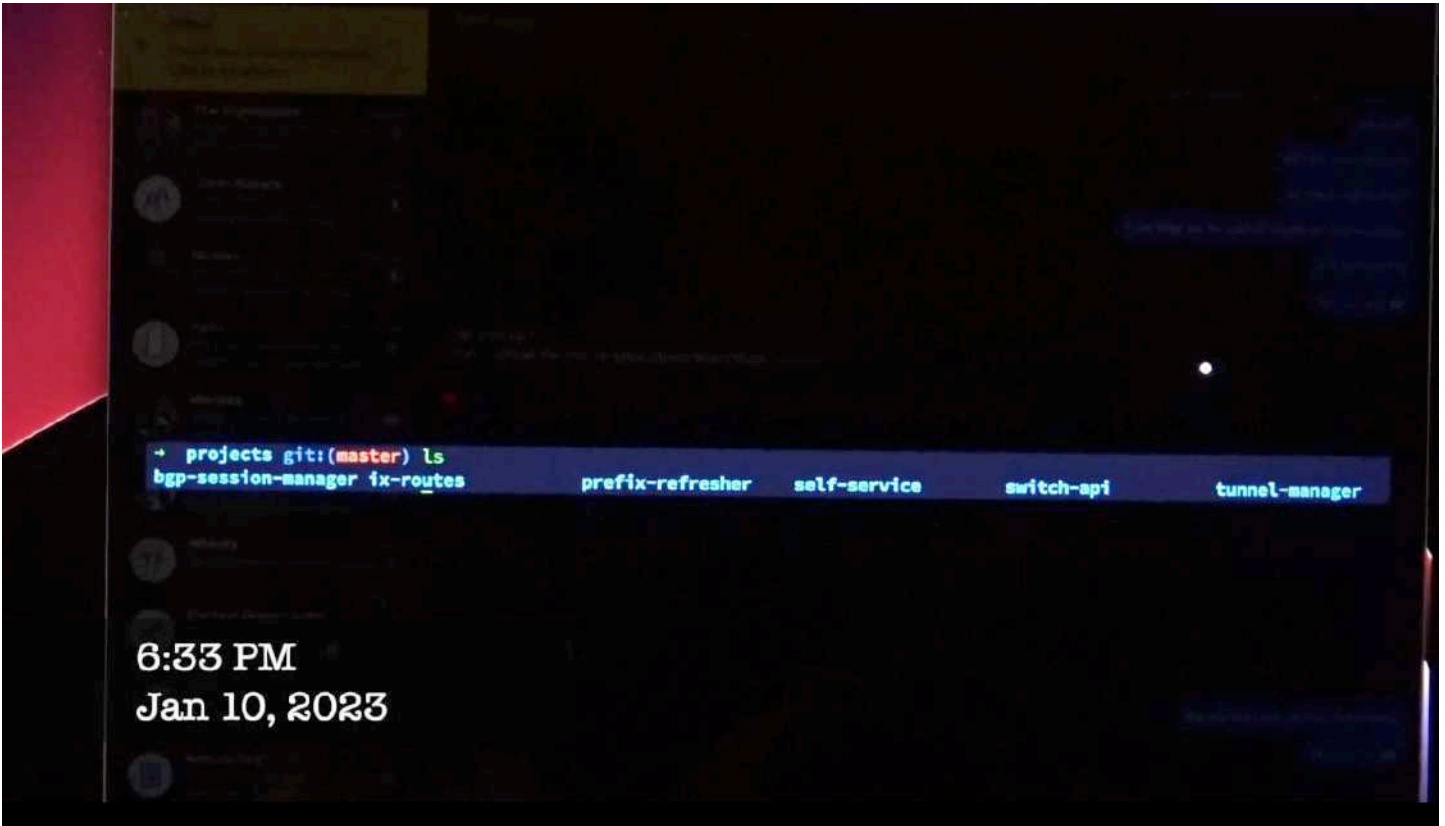
```
→ certs git:(master) cat coinpayments_shopify_payments_root_ca.pem
-----BEGIN CERTIFICATE-----
MIICQTCCAeigAwIBAgIUe+t5Y8PXvczEIT25w+VFTeKQU4wCgYIKoZIzj0EAwIw
bTELMAkGA1UEBhMCQ0ExEDA0BgNVBAGTB09udGFyaW8xDzANBgNVBACTBk90dGF3
YTEQMA4GA1UEChMHU2hvcGhmeTEpMCCGA1UEAxMgU2hvcGhmeSBQYXltZW50IFBs
YXRmb3JtIFJvb3QgQ0EwHhcNMjEwMTk0OTQ5WWhcNMjkwMjIzMTk1MDE5WjBt
MQswCQYDVQQGEwJDQTEQMA4GA1UECBMT250YXJpbzEPMA0GA1UEBxMGT3R0YXdh
MRAwDgYDV0QKEwdTaG9waWZ5MSkwJwYDV0ODEyYzEwMDEwMDEwMDEwMDEwMDEw
-----
```

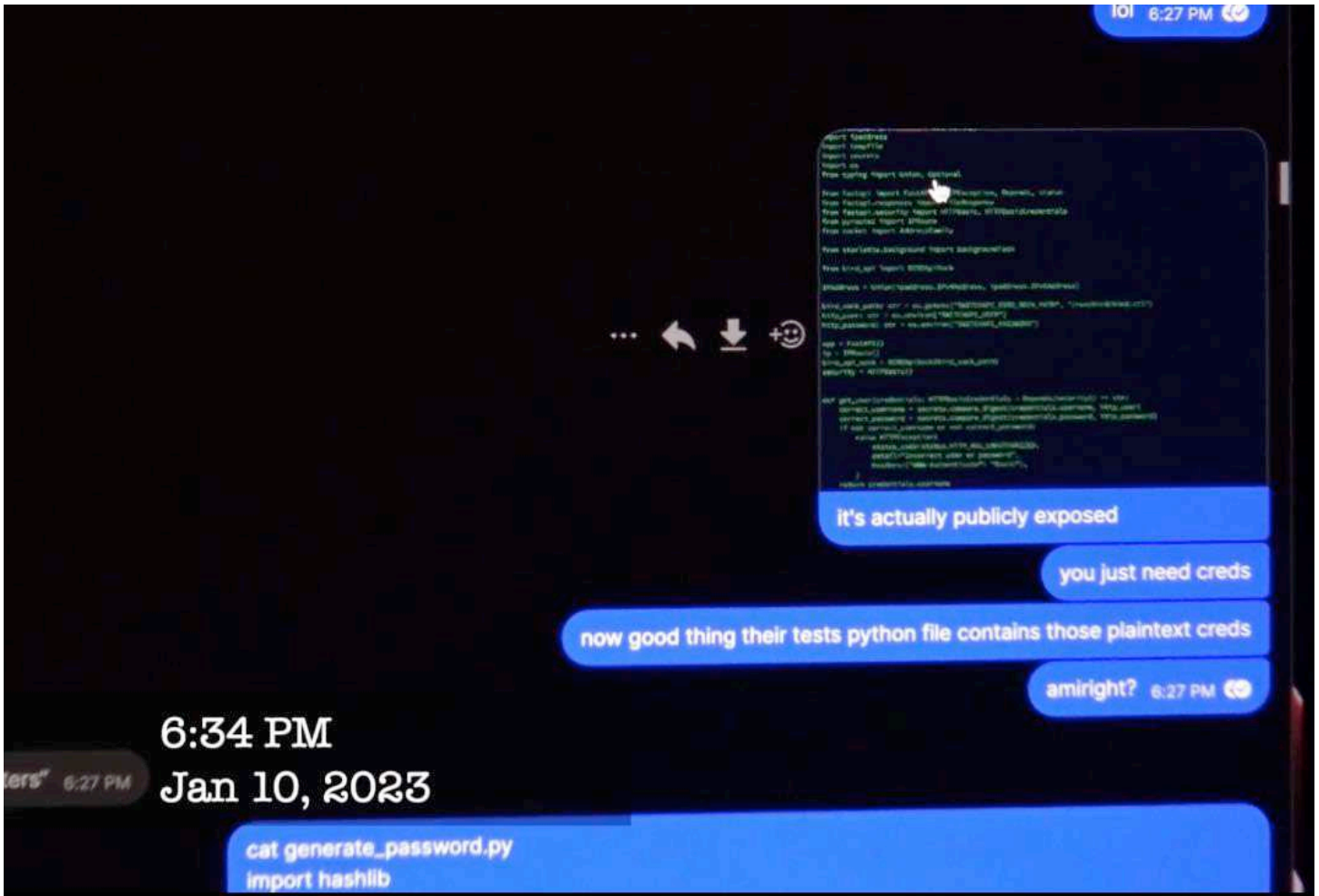
6:32 PM  
Jan 10, 2023











```
import ipaddress
import tempfile
import secrets
import os
from typing import Union, Optional

from fastapi import FastAPI, HTTPException, Depends, status
from fastapi.responses import FileResponse
from fastapi.security import HTTPBasic, HTTPBasicCredentials
from pyroute2 import IPRoute
from socket import AddressFamily

from starlette.background import BackgroundTask

from bird_api import BIRDApiSock
IPAddress = Union[ipaddress.IPv4Address, ipaddress.IPv6Address]
bird_sock_path: str = os.getenv("SWITCHAPI_BIRD_SOCKET_PATH", "/run/bird/
```

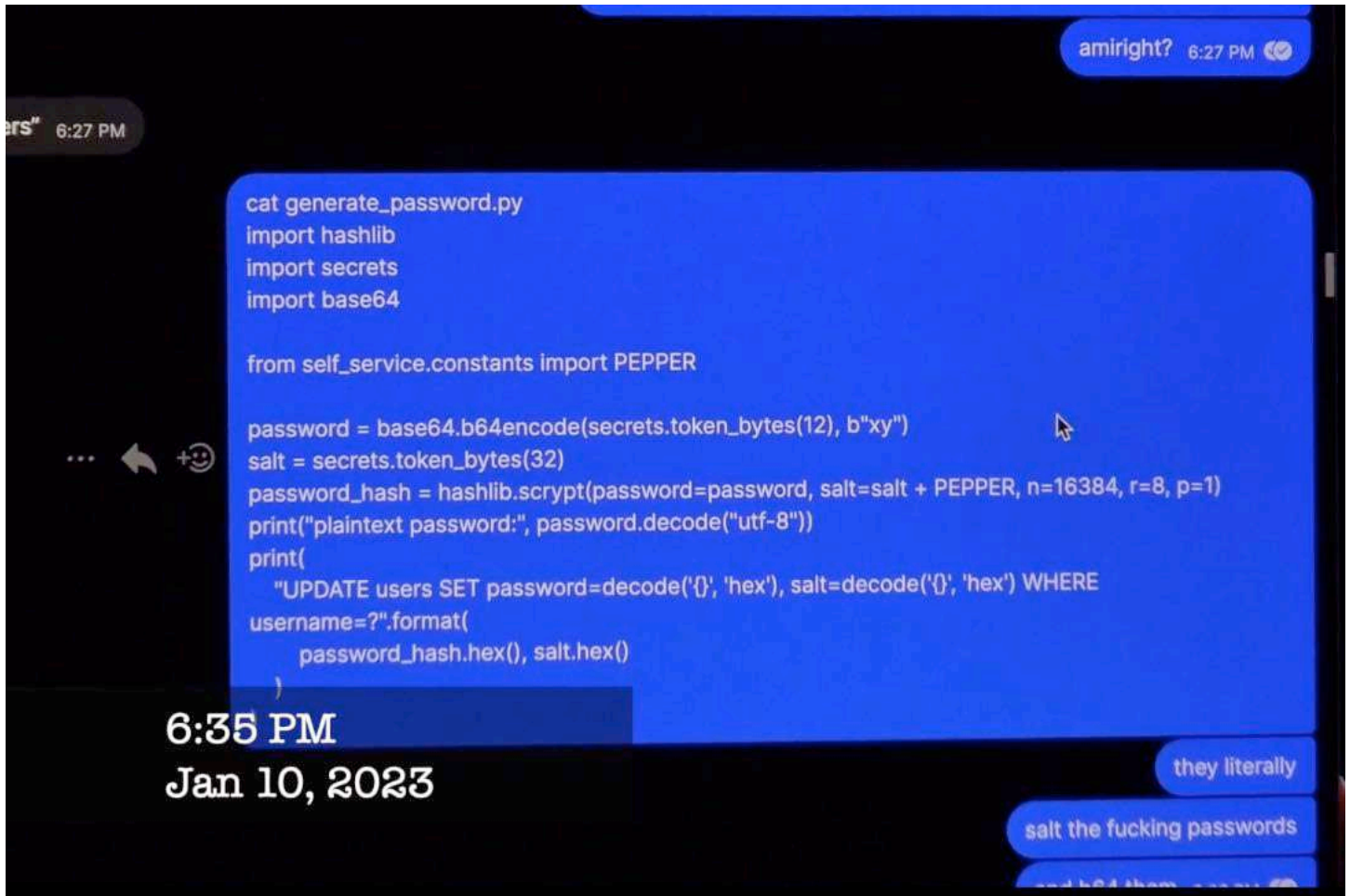
6:35 PM  
Jan 10, 2023

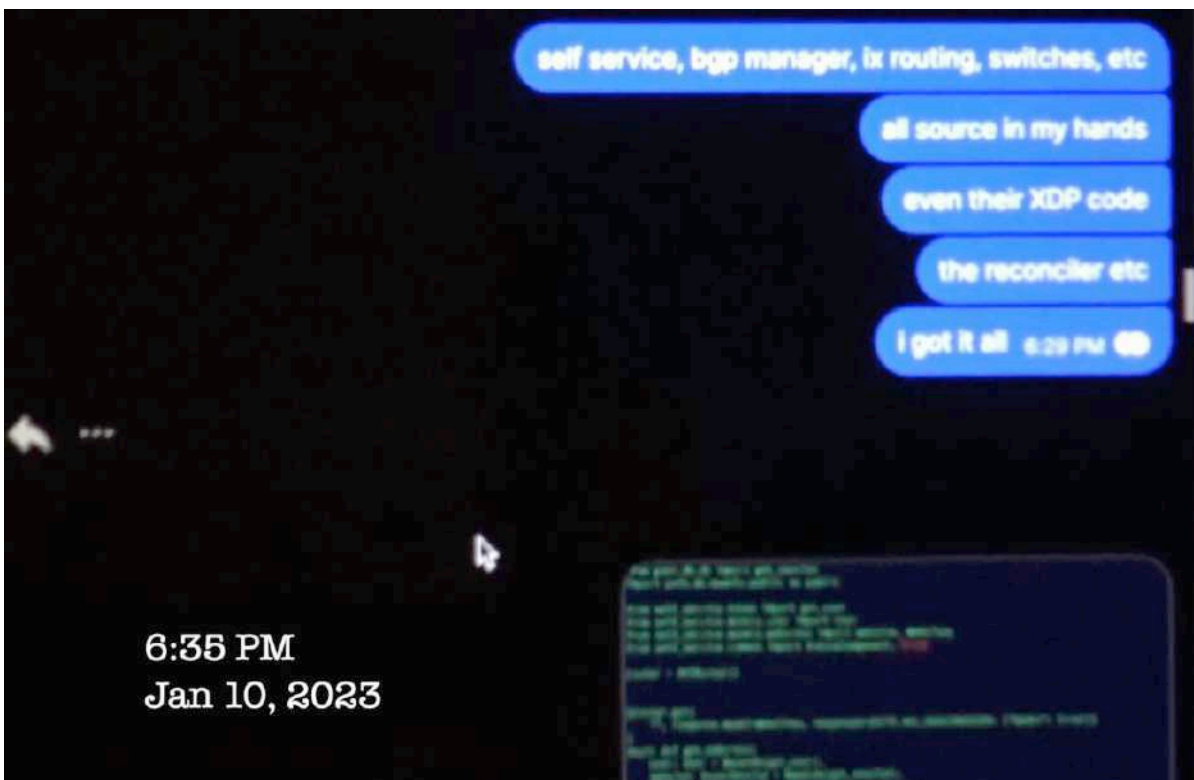
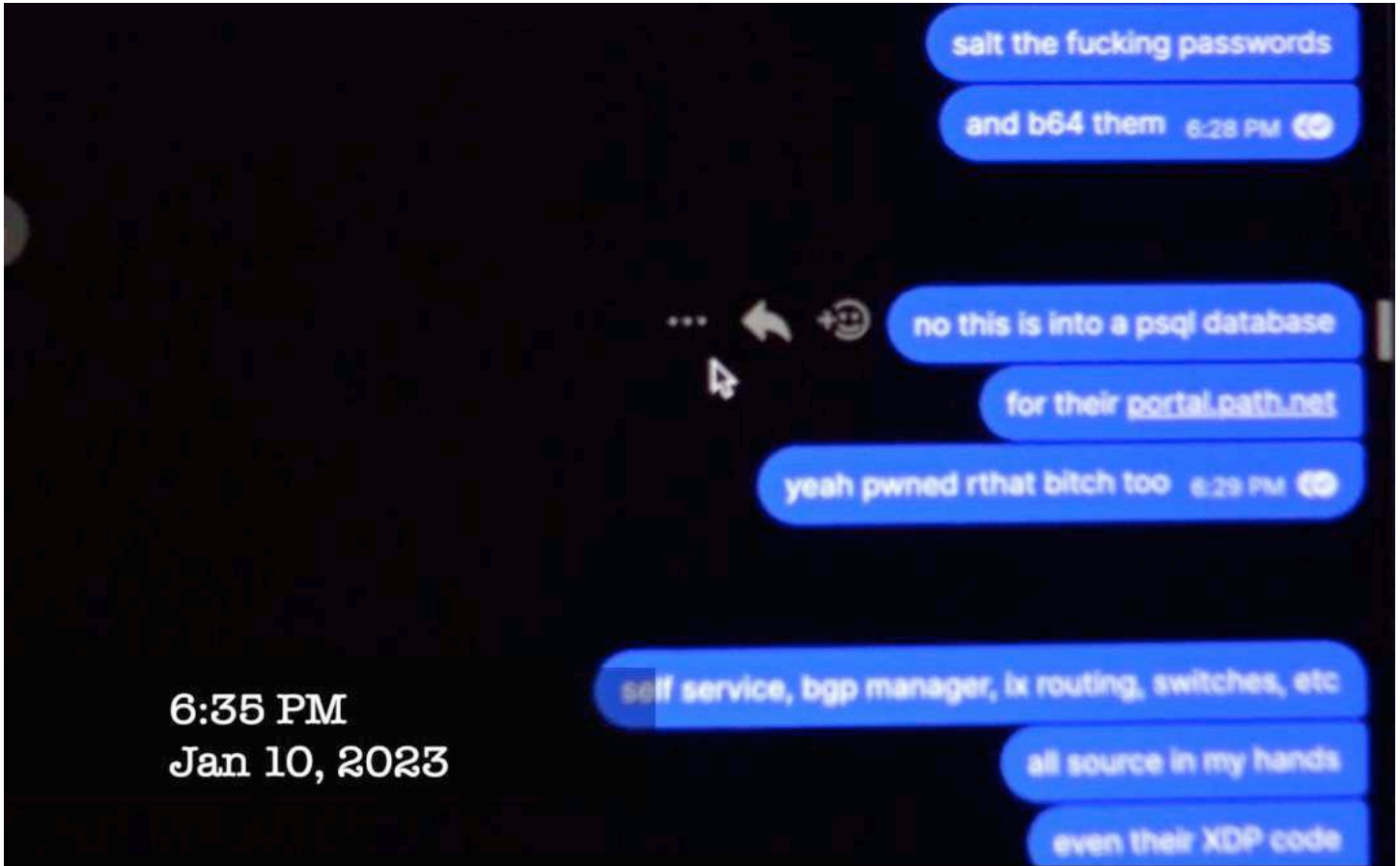
```
bird_sock_path: str = os.getenv("SWITCHAPI_BIRD_SOCKET_PATH", "/run/bird/
http_user: str = os.getenv("SWITCHAPI_USER")
http_password: str = os.getenv("SWITCHAPI_PASSWORD")

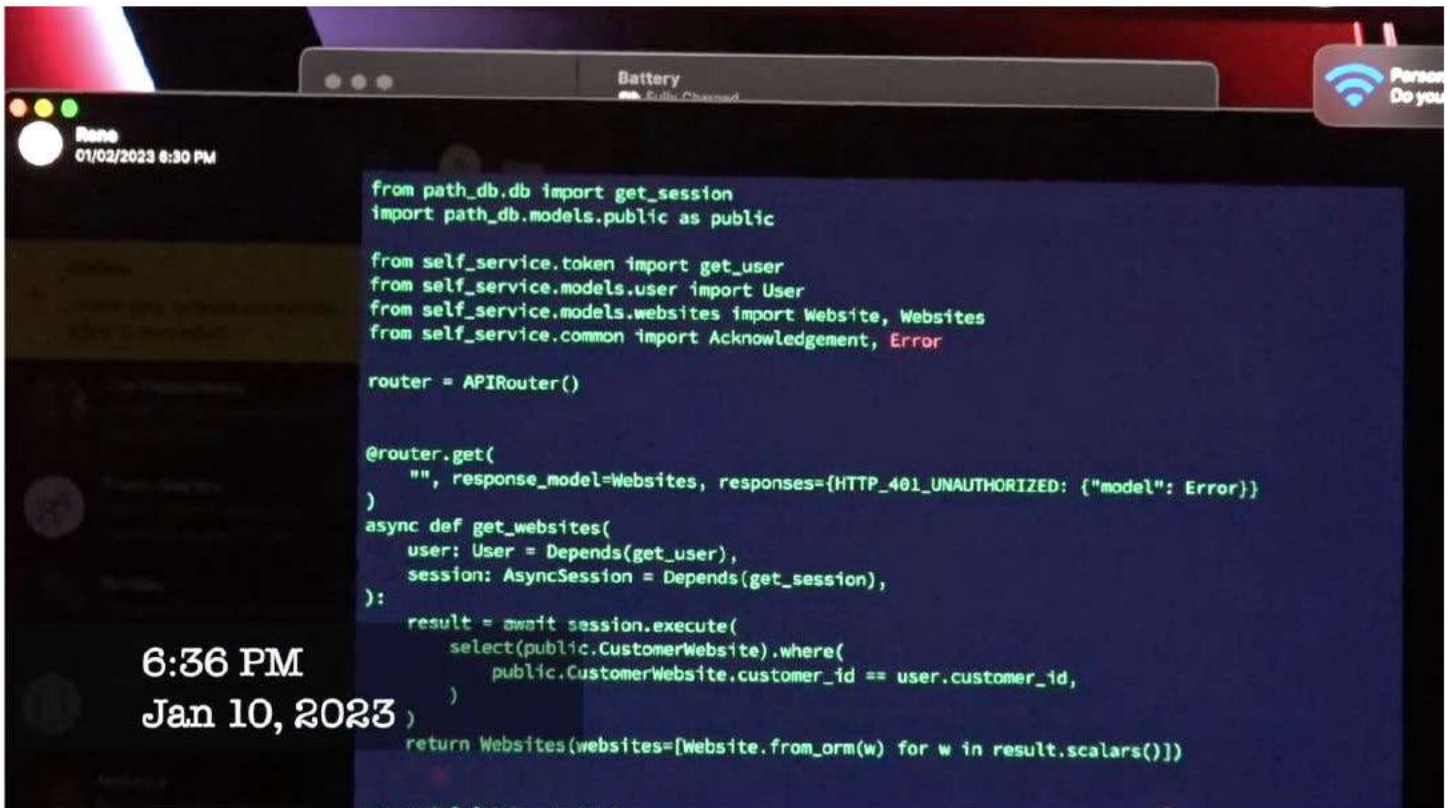
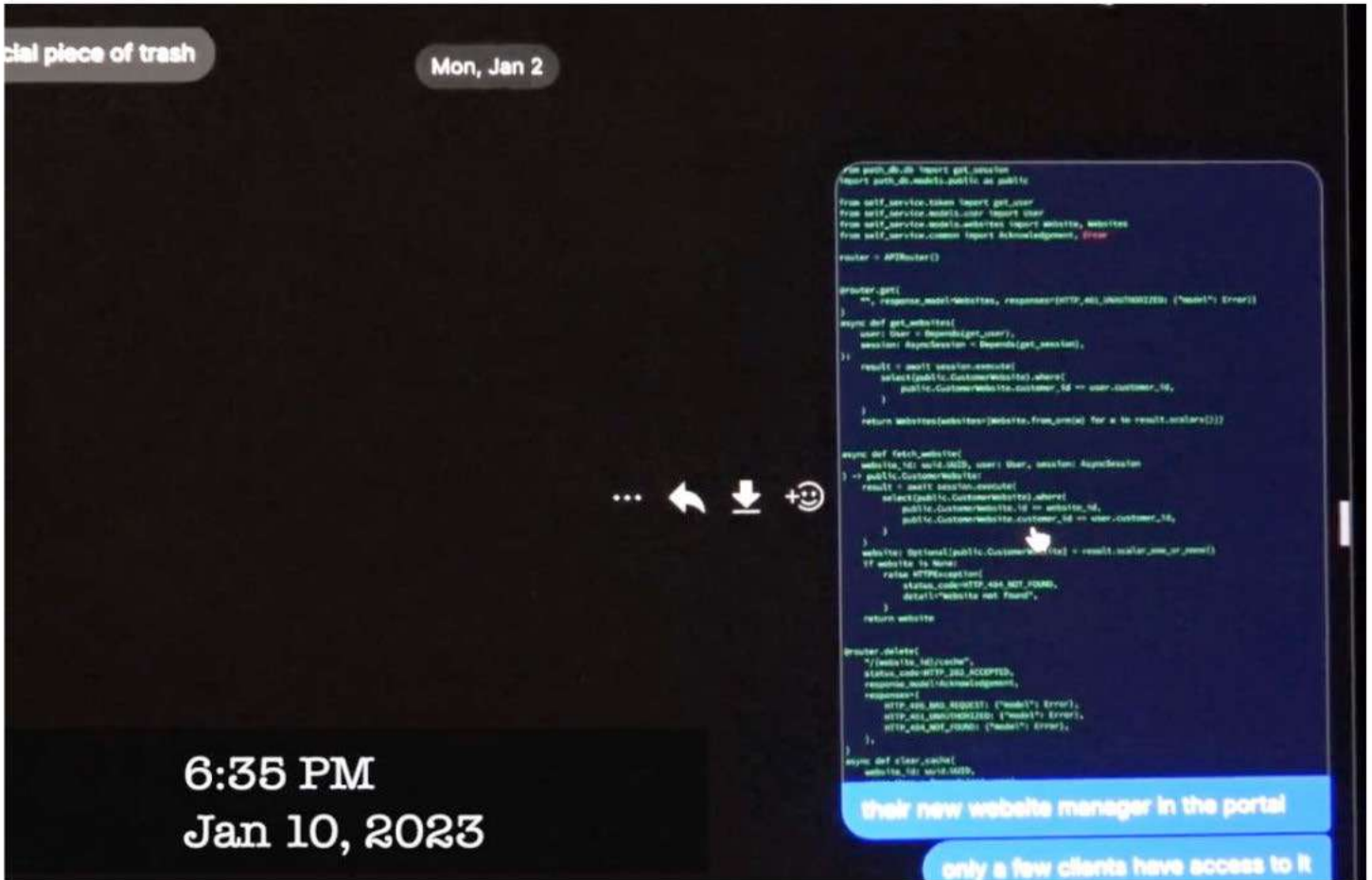
app = FastAPI()
ip = IPRoute()
bird_api_sock = BIRDApiSock(bird_sock_path)
security = HTTPBasic()

def get_user(credentials: HTTPBasicCredentials = Depends(security)) -> s
    correct_username = secrets.compare_digest(credentials.username, http
    correct_password = secrets.compare_digest(credentials.password, http
    if not correct_username or not correct_password:
        raise HTTPException(
            status_code=status.HTTP_401_UNAUTHORIZED,
            detail="Incorrect user or password",
            headers={"WWW-Authenticate": "Basic"},
        )
```

6:35 PM  
Jan 10, 2023





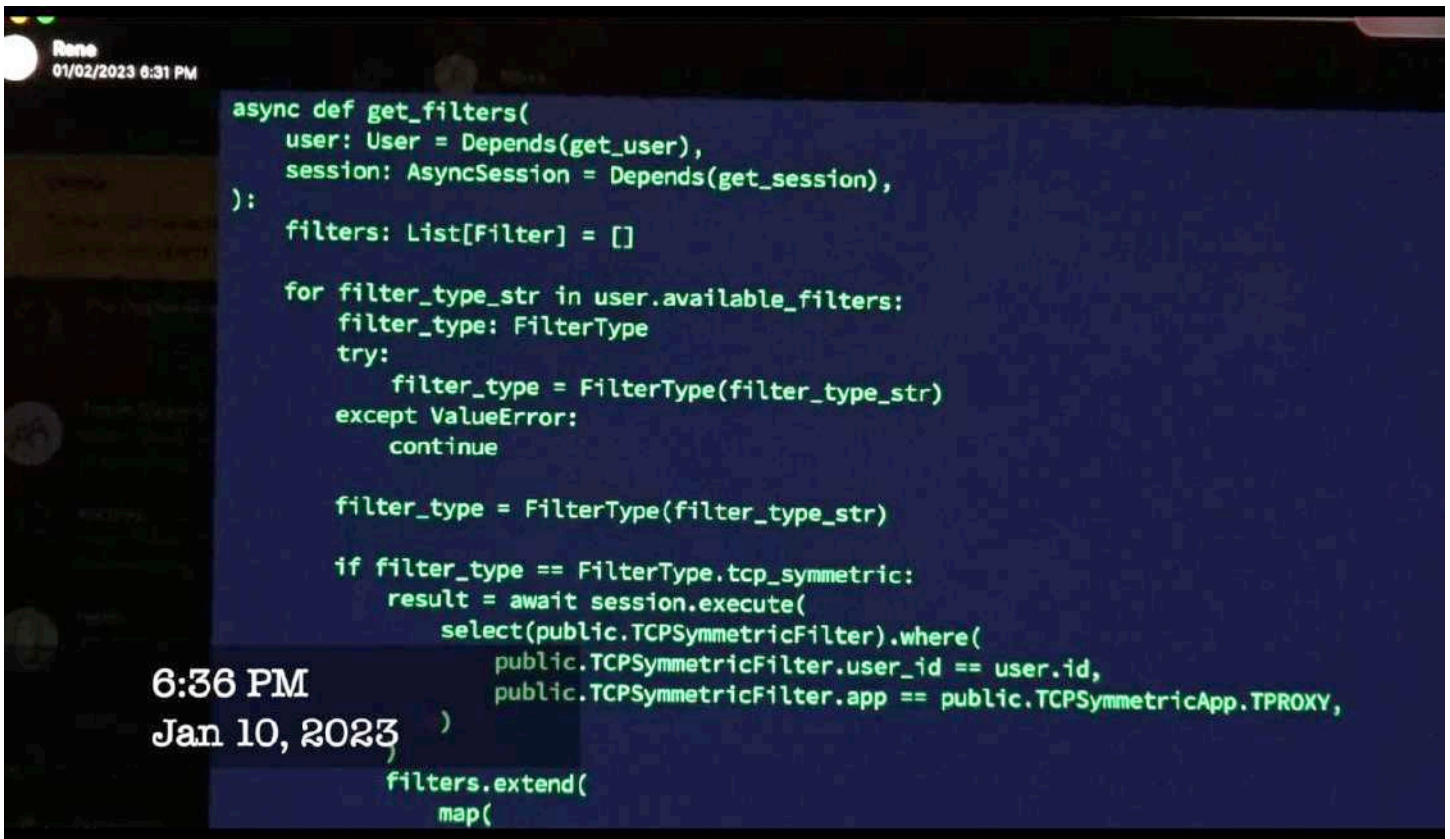
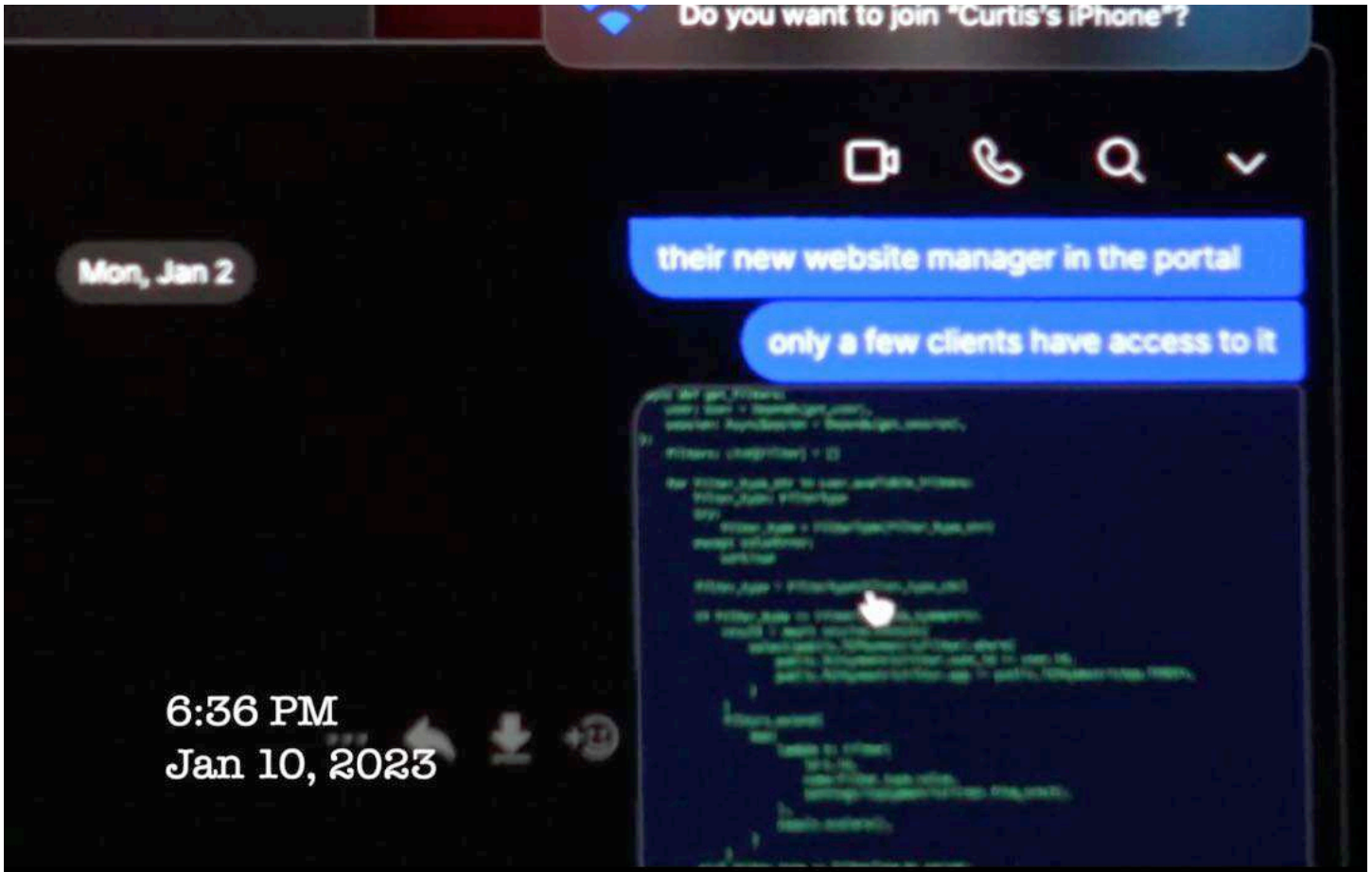


```
)  
return Websites(websites=[Website.from_orm(w) for w in result.scalars()  
  
async def fetch_website(  
    website_id: uuid.UUID, user: User, session: AsyncSession  
) -> public.CustomerWebsite:  
    result = await session.execute(  
        select(public.CustomerWebsite).where(  
            public.CustomerWebsite.id == website_id,  
            public.CustomerWebsite.customer_id == user.customer_id,  
        )  
    )  
    website: Optional[public.CustomerWebsite] = result.scalar_one_or_none()  
    if website is None:  
        raise HTTPException(  
            status_code=HTTP_404_NOT_FOUND,  
            detail="Website not found",  
        )  
    return website  
  
@router.delete(  
    "/{website_id}/cache",  
    status_code=HTTP_202_ACCEPTED,  
    response_model=Acknowledgement,  
    responses={  
        HTTP_400_BAD_REQUEST: {"model": Error},  
        HTTP_401_UNAUTHORIZED: {"model": Error},  
        HTTP_404_NOT_FOUND: {"model": Error},  
    },  
)
```

6:36 PM  
Jan 10, 2023

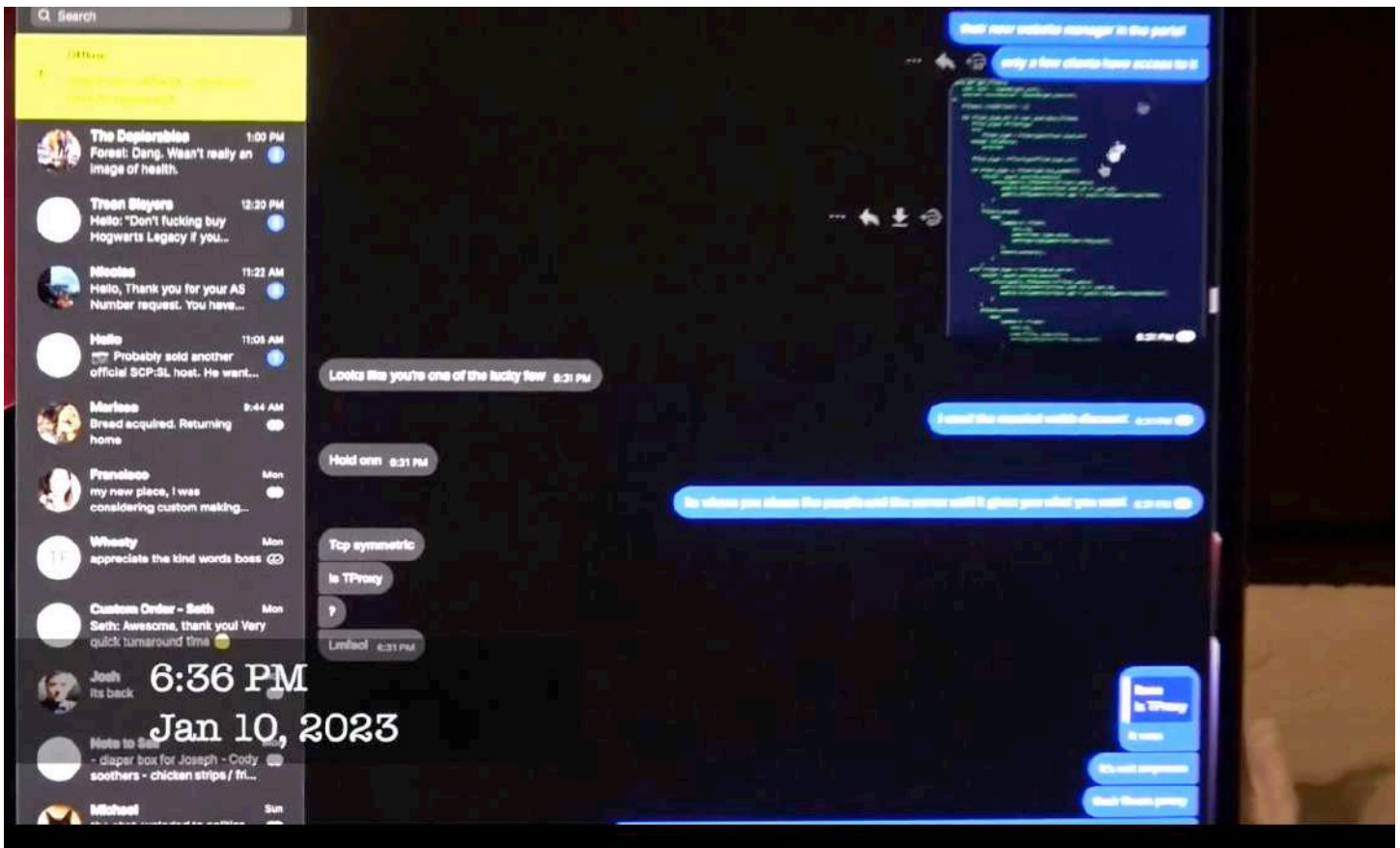
```
website_id: uuid.UUID, user: User, session: AsyncSession  
) -> public.CustomerWebsite:  
    result = await session.execute(  
        select(public.CustomerWebsite).where(  
            public.CustomerWebsite.id == website_id,  
            public.CustomerWebsite.customer_id == user.customer_id,  
        )  
    )  
    website: Optional[public.CustomerWebsite] = result.scalar_one_or_none()  
    if website is None:  
        raise HTTPException(  
            status_code=HTTP_404_NOT_FOUND,  
            detail="Website not found",  
        )  
    return website  
  
@router.delete(  
    "/{website_id}/cache",  
    status_code=HTTP_202_ACCEPTED,  
    response_model=Acknowledgement,  
    responses={  
        HTTP_400_BAD_REQUEST: {"model": Error},  
        HTTP_401_UNAUTHORIZED: {"model": Error},  
        HTTP_404_NOT_FOUND: {"model": Error},  
    },  
)
```

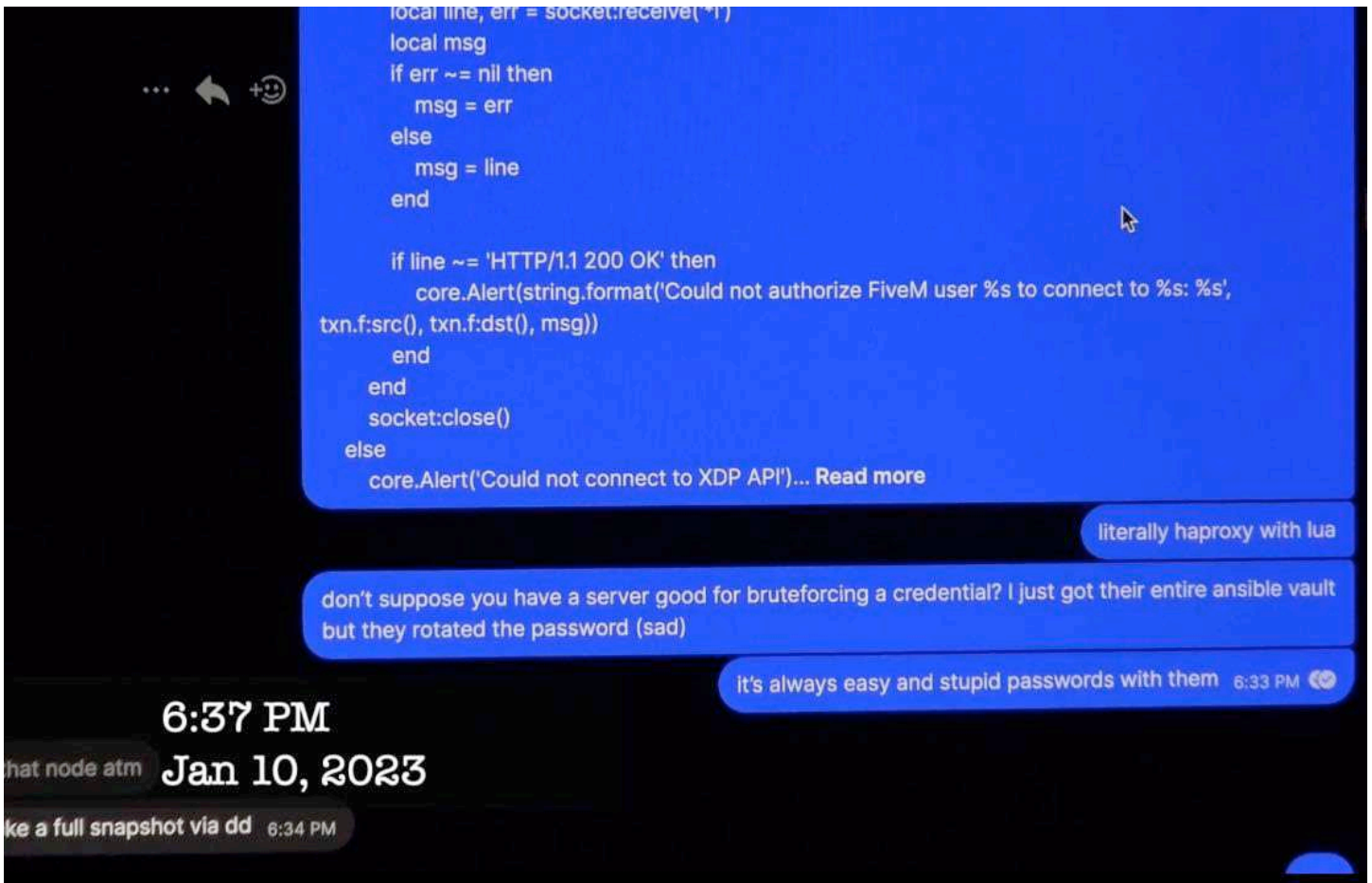
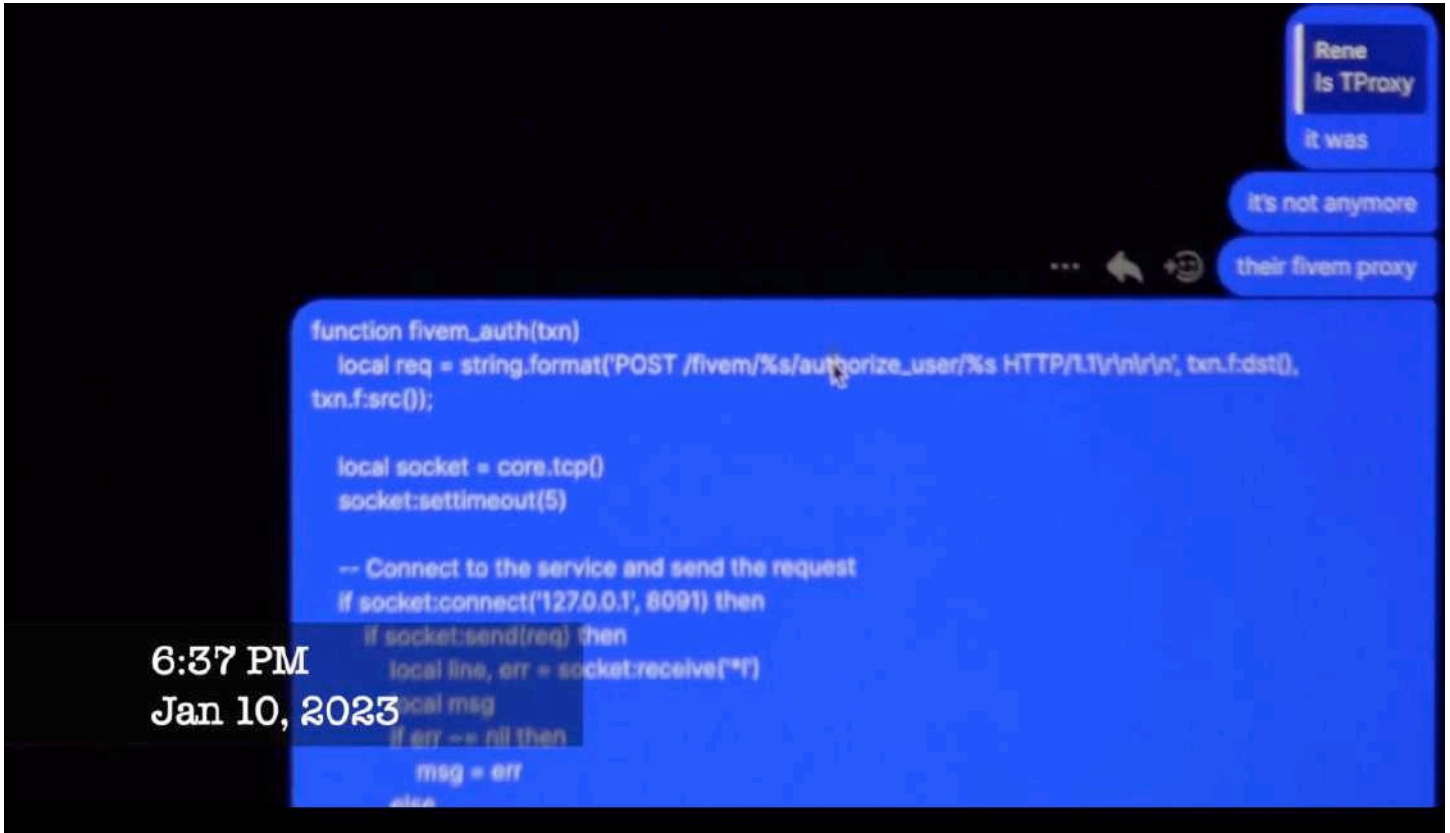
6:36 PM  
Jan 10, 2023

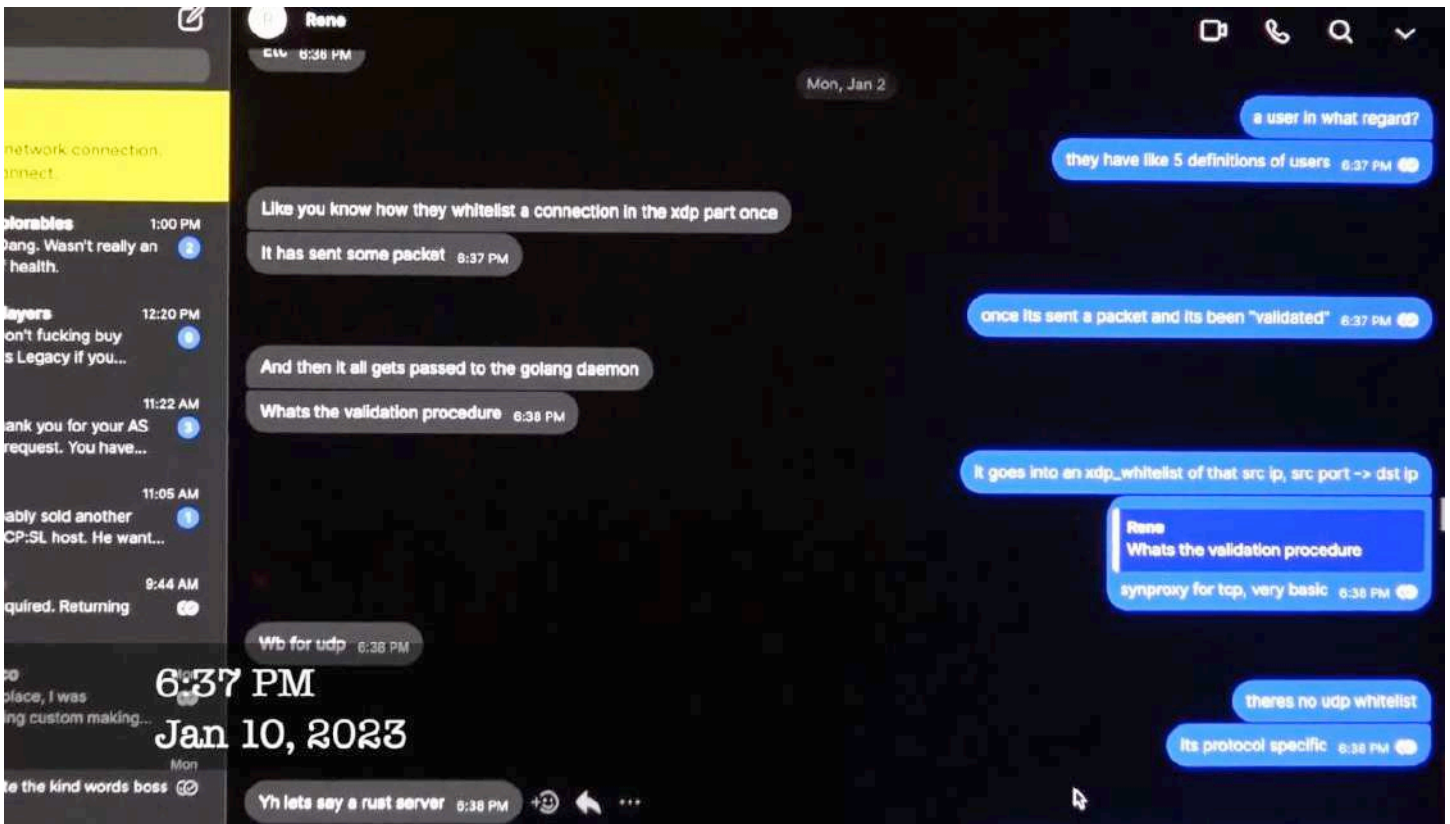
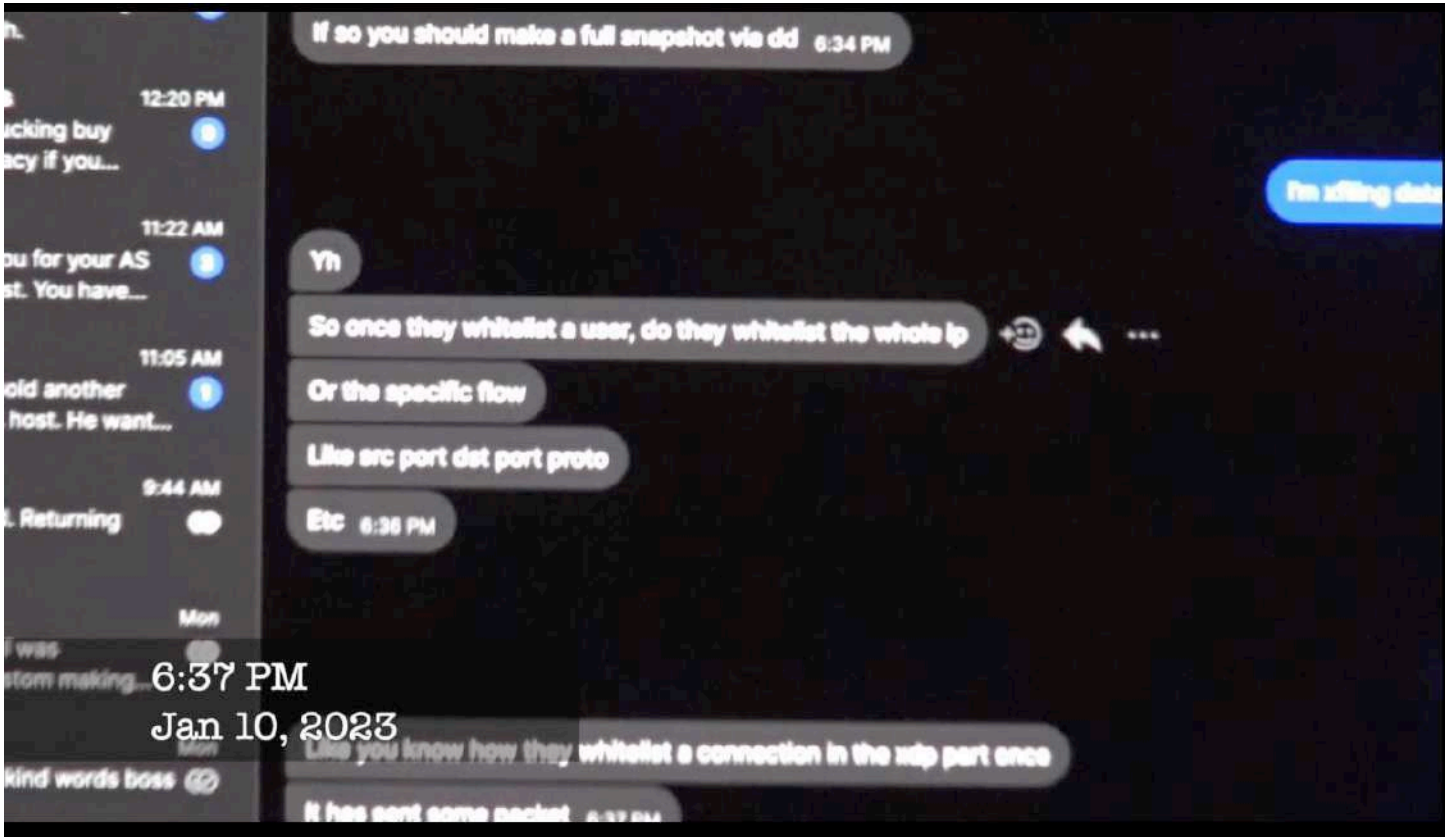


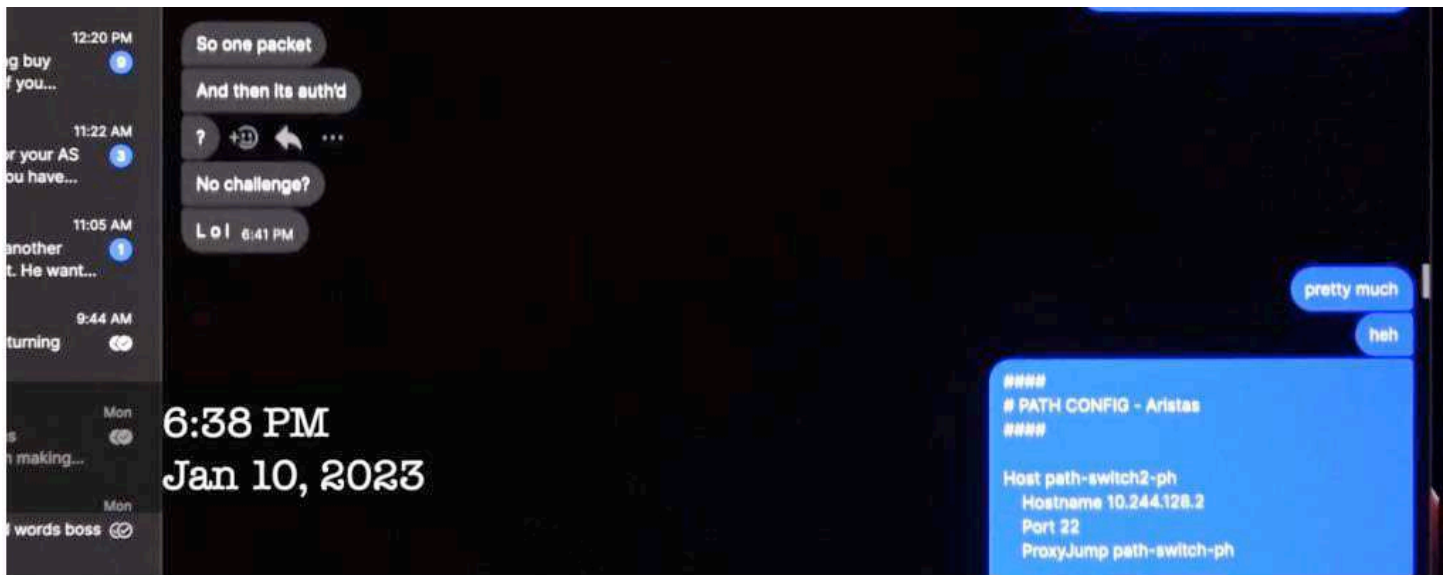
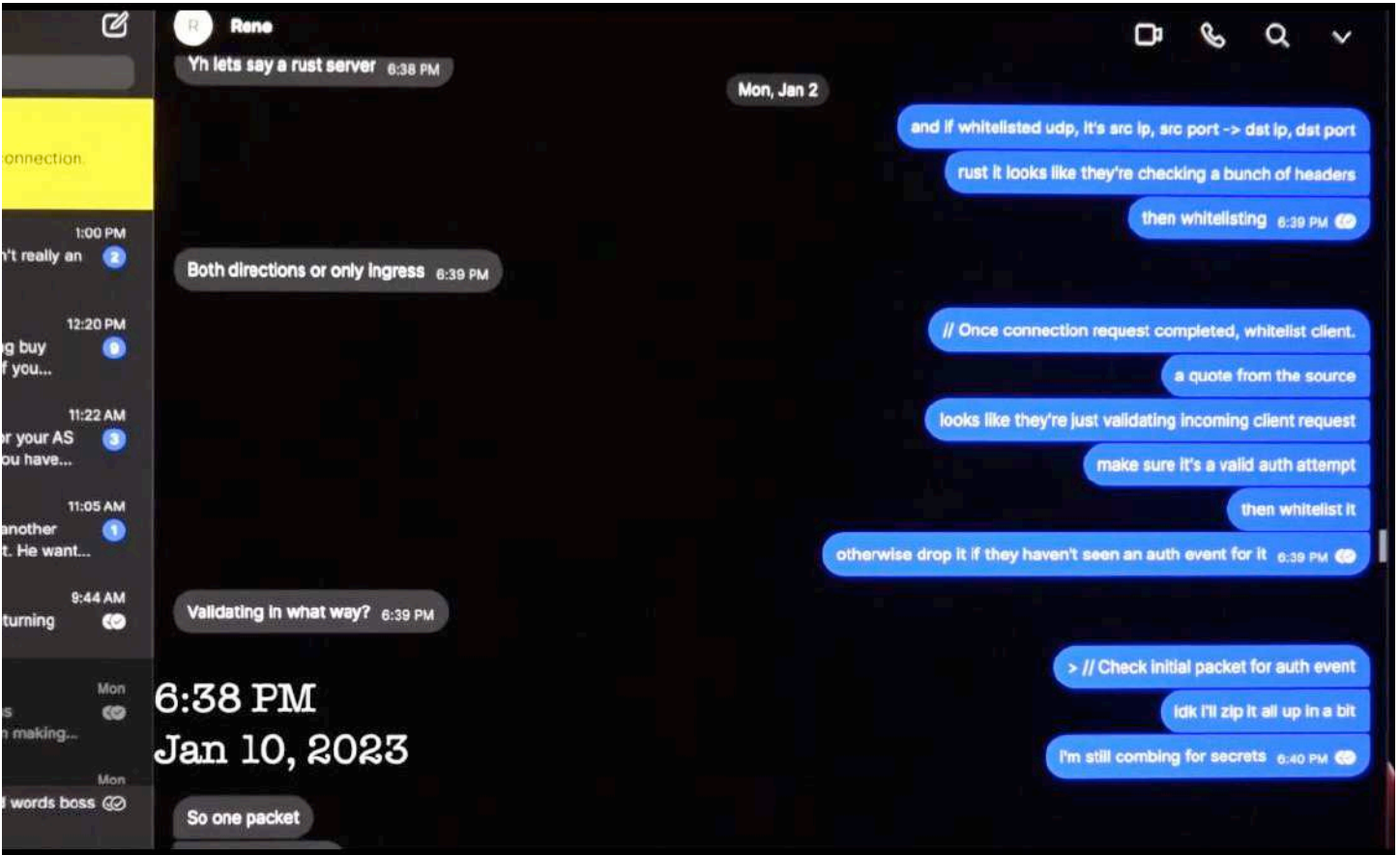
```
)  
filters.extend(  
  map(  
    lambda t: Filter(  
      id=t.id,  
      name=filter_type.value,  
      settings=TcpSymmetricFilter.from_orm(t),  
    ),  
    result.scalars(),  
  )  
)  
elif filter_type == FilterType.mc_server:  
  result = await session.execute(  
    select(public.TCPSymmetricFilter).where(  
      public.TCPSymmetricFilter.user_id == user.id,  
      public.TCPSymmetricFilter.app == public.TCPSymmetricApp.MINECRAFT,  
    )  
  )  
  filters.extend(  
    map(  
      lambda t: Filter(  
        id=t.id,  
        name=filter_type.value,
```

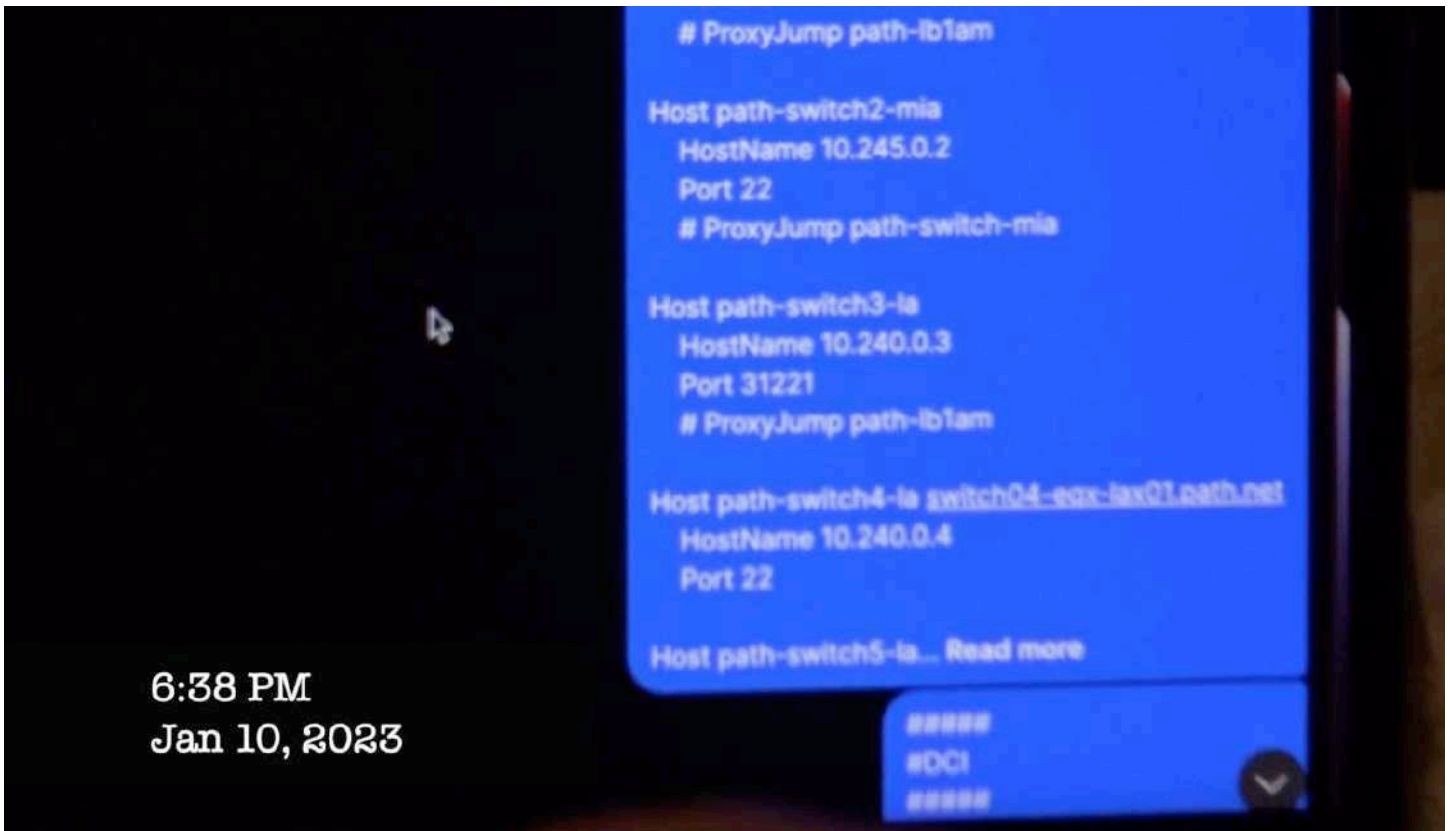
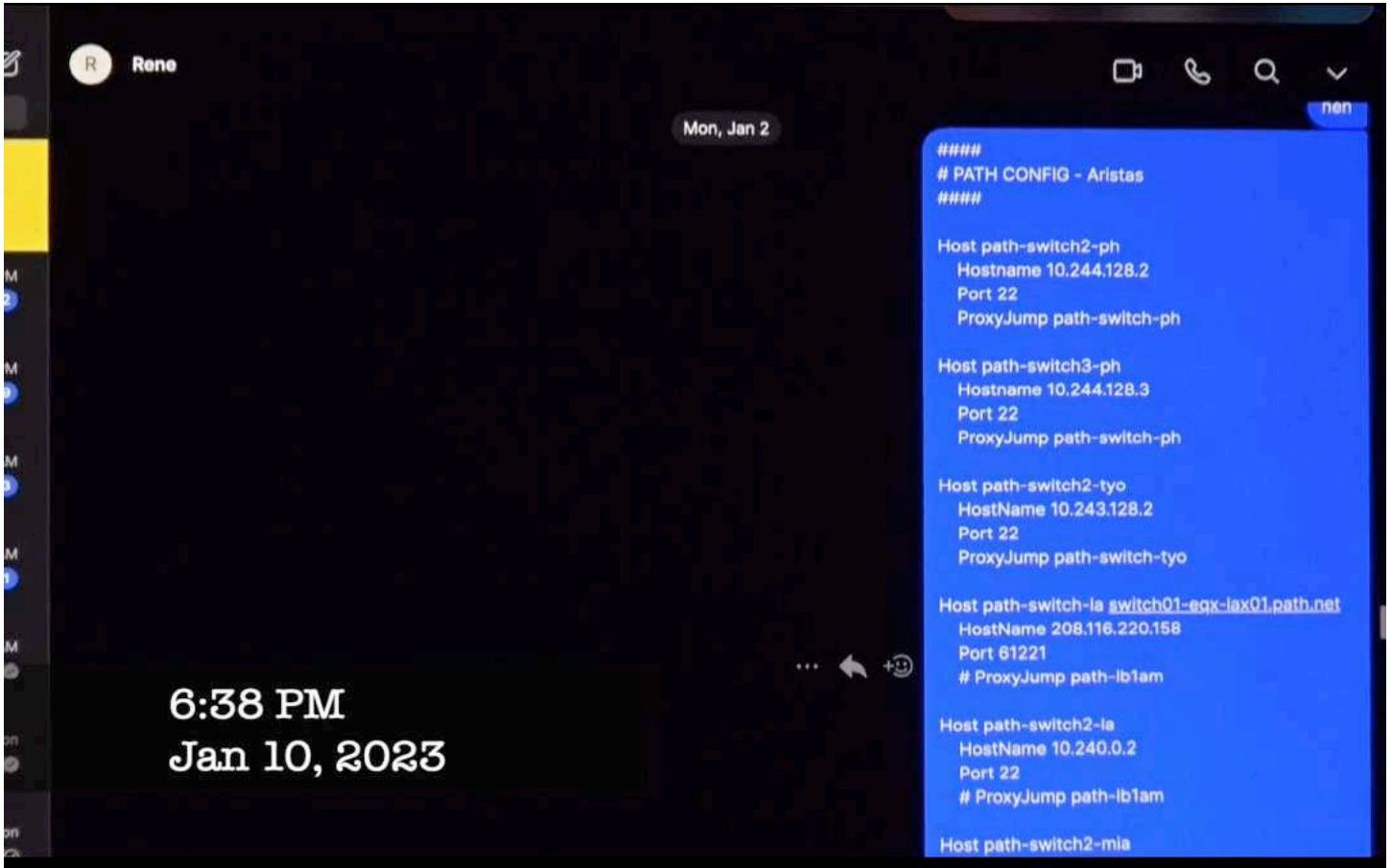
6:36 PM  
Jan 10, 2023

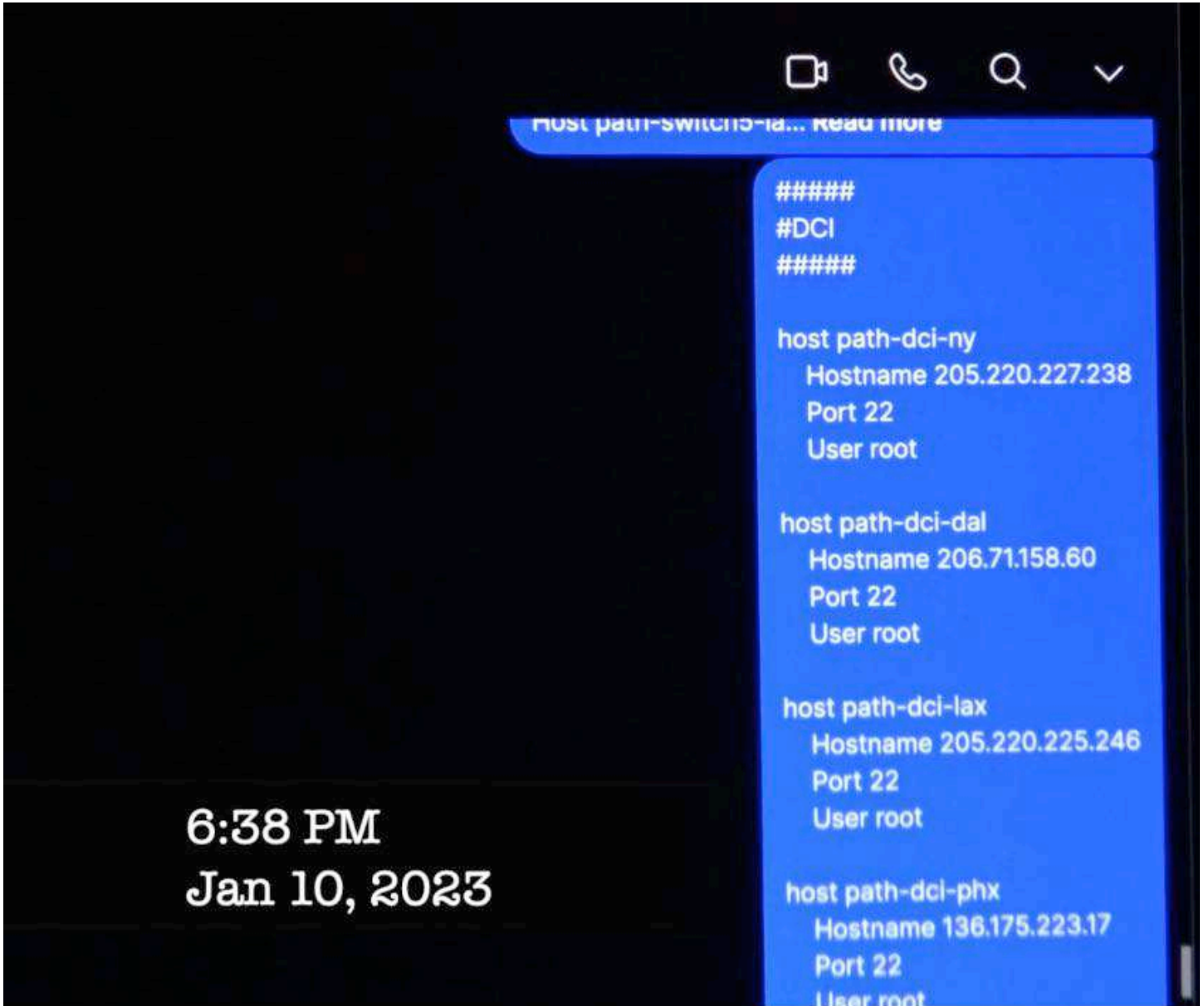


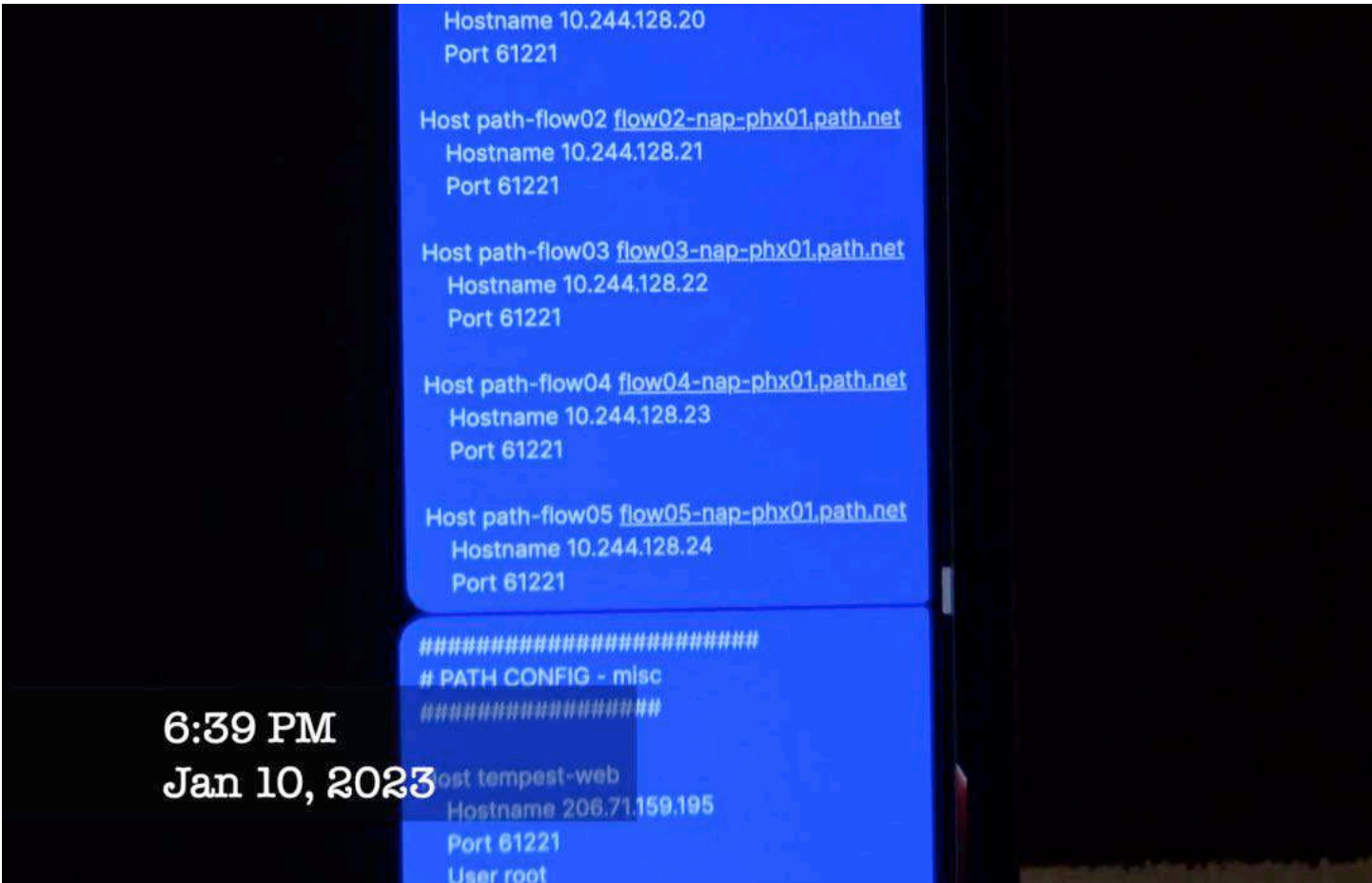
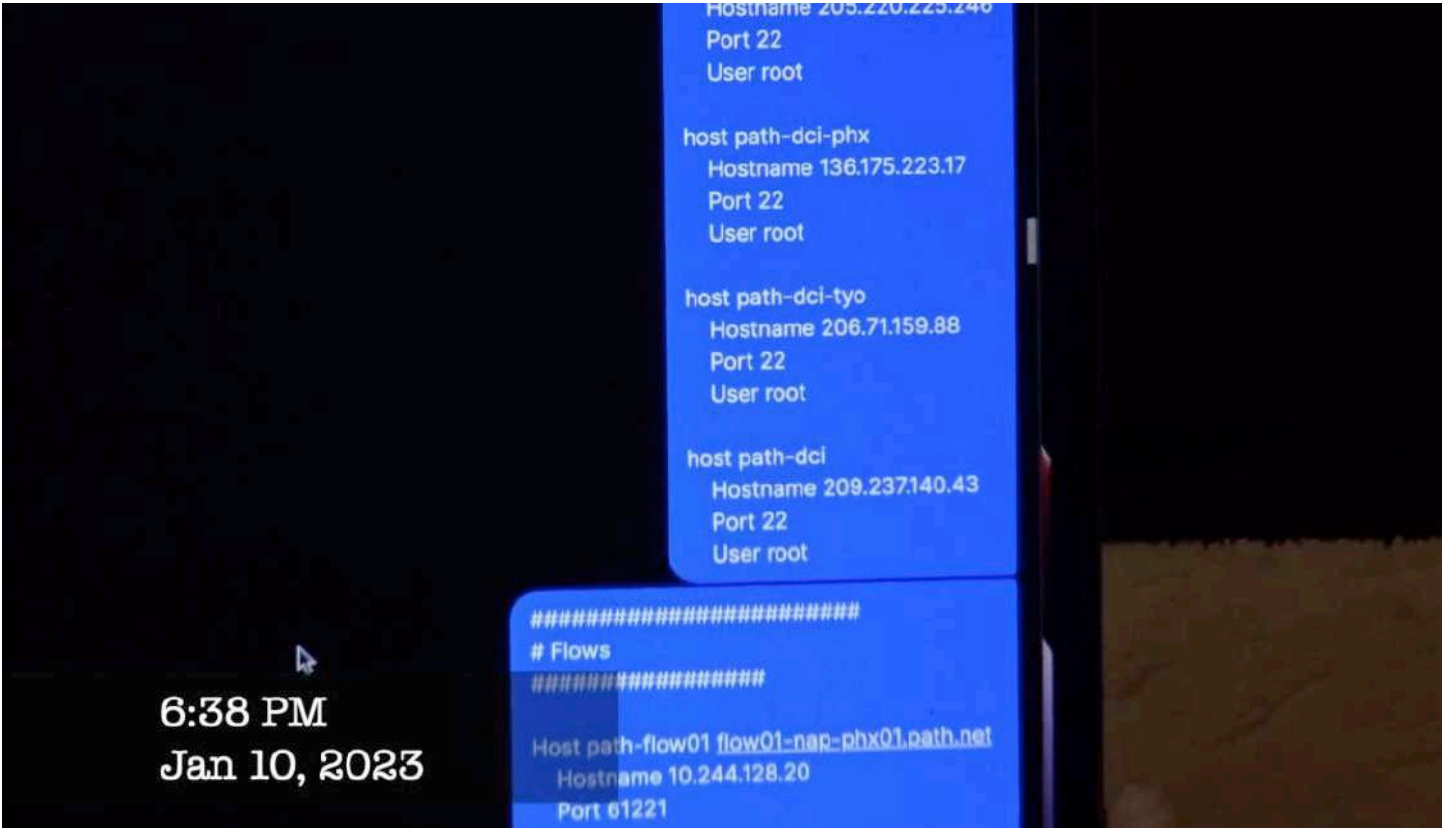


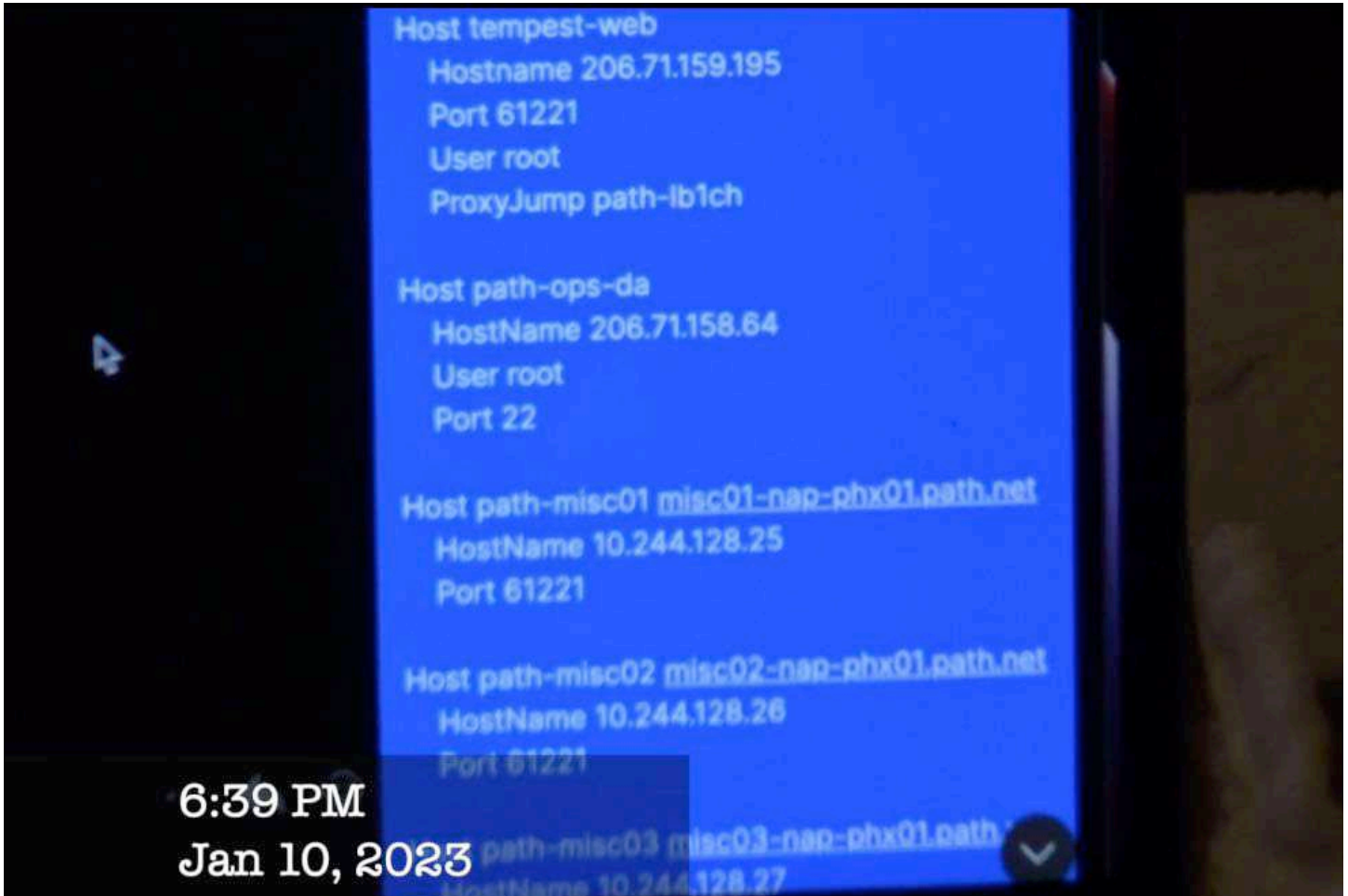


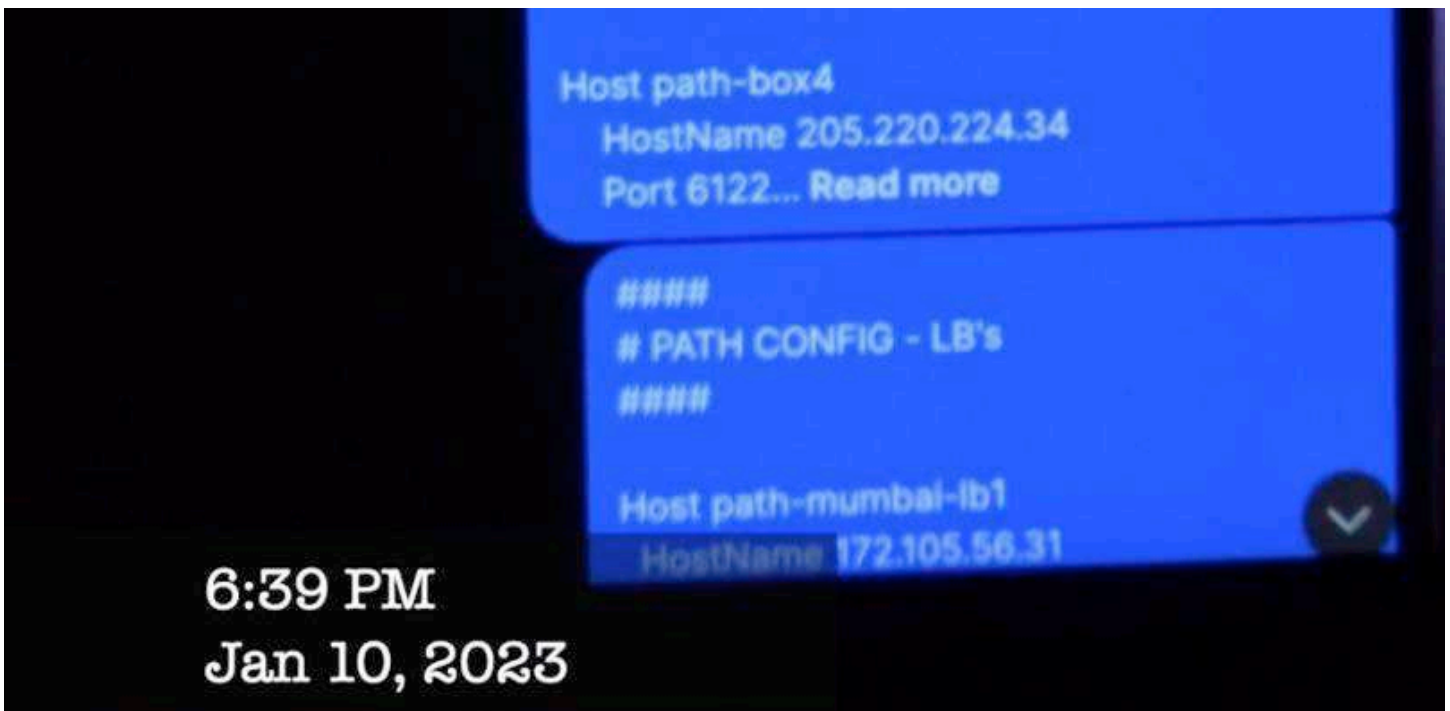
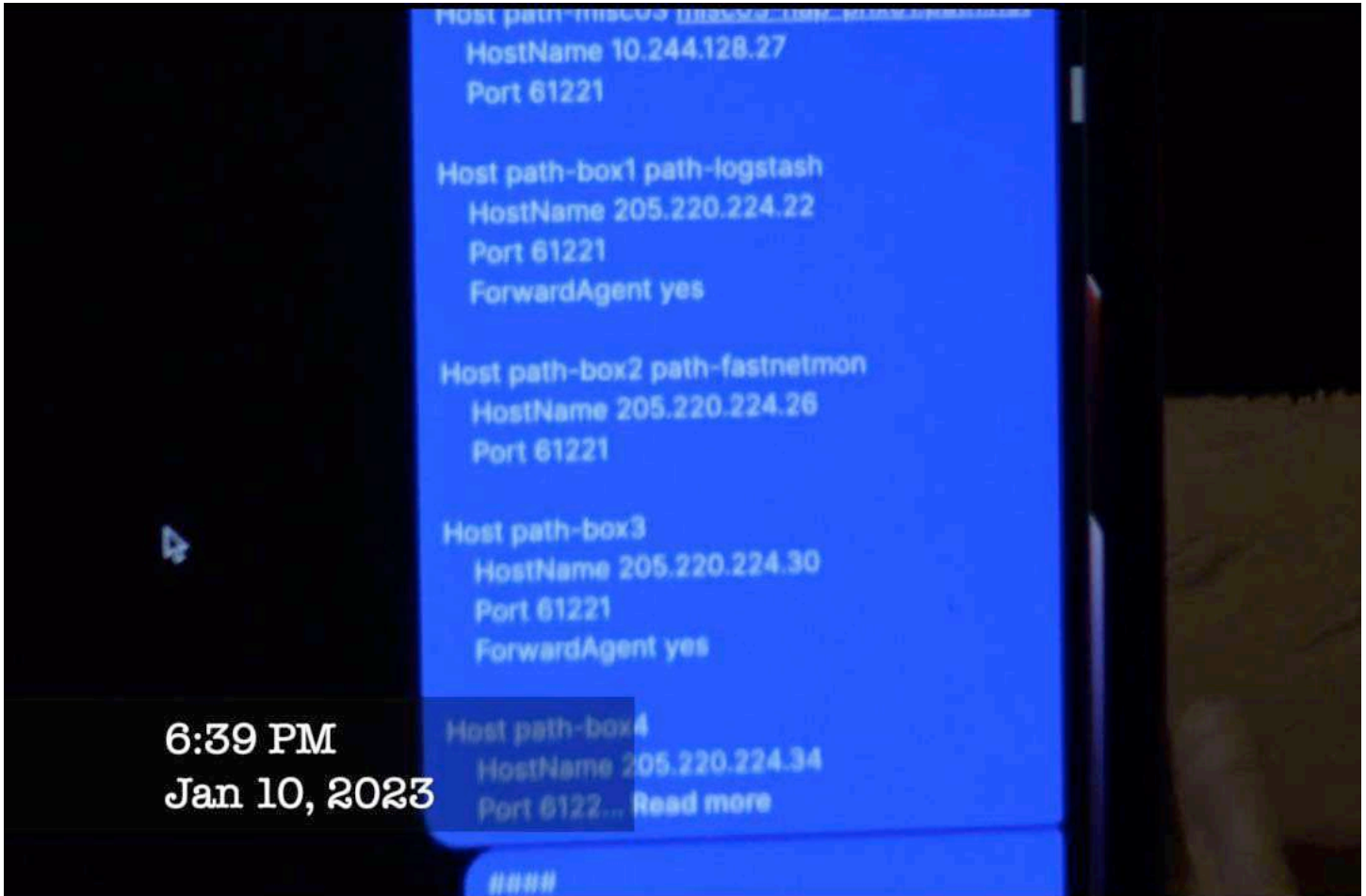


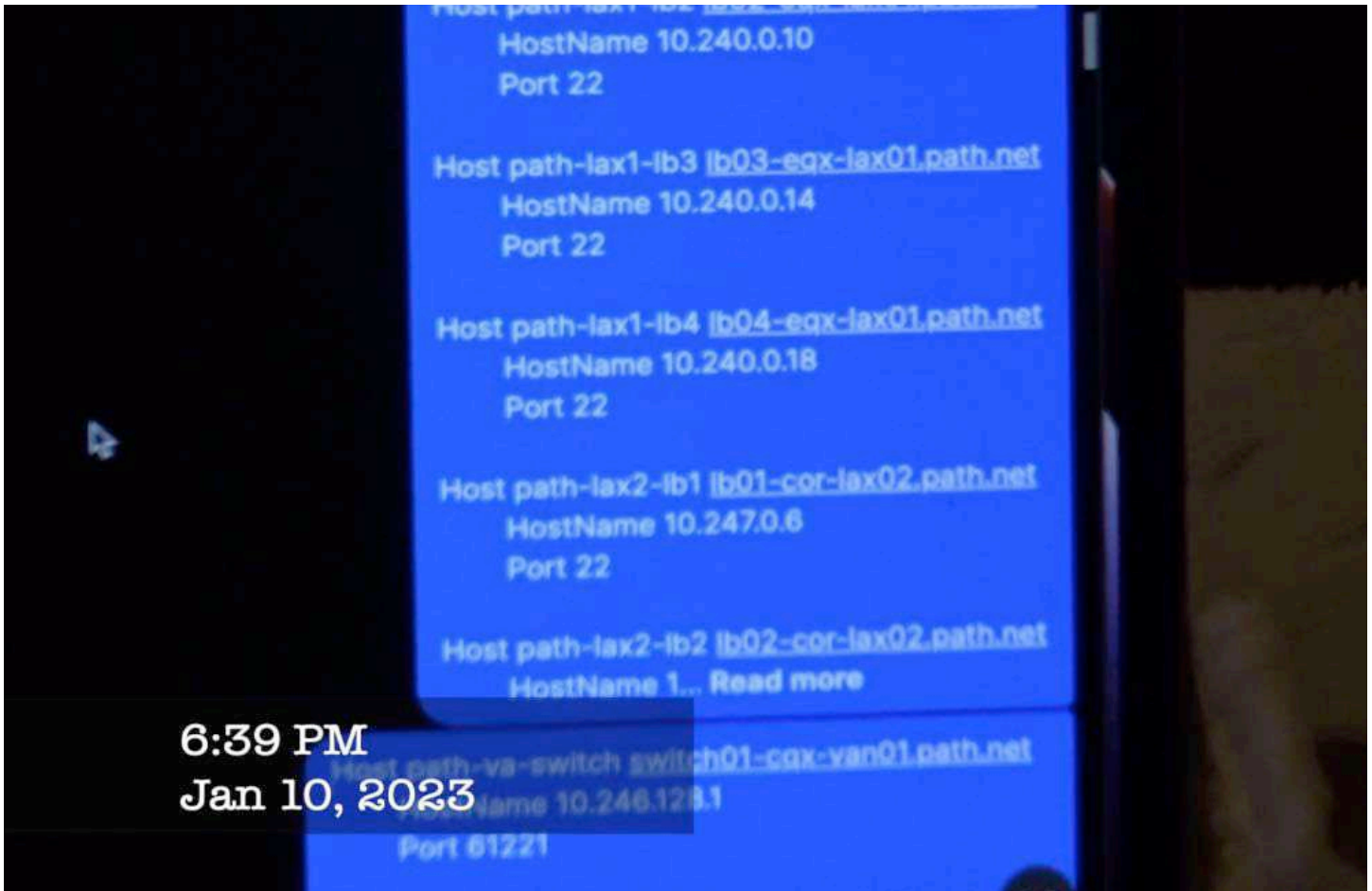
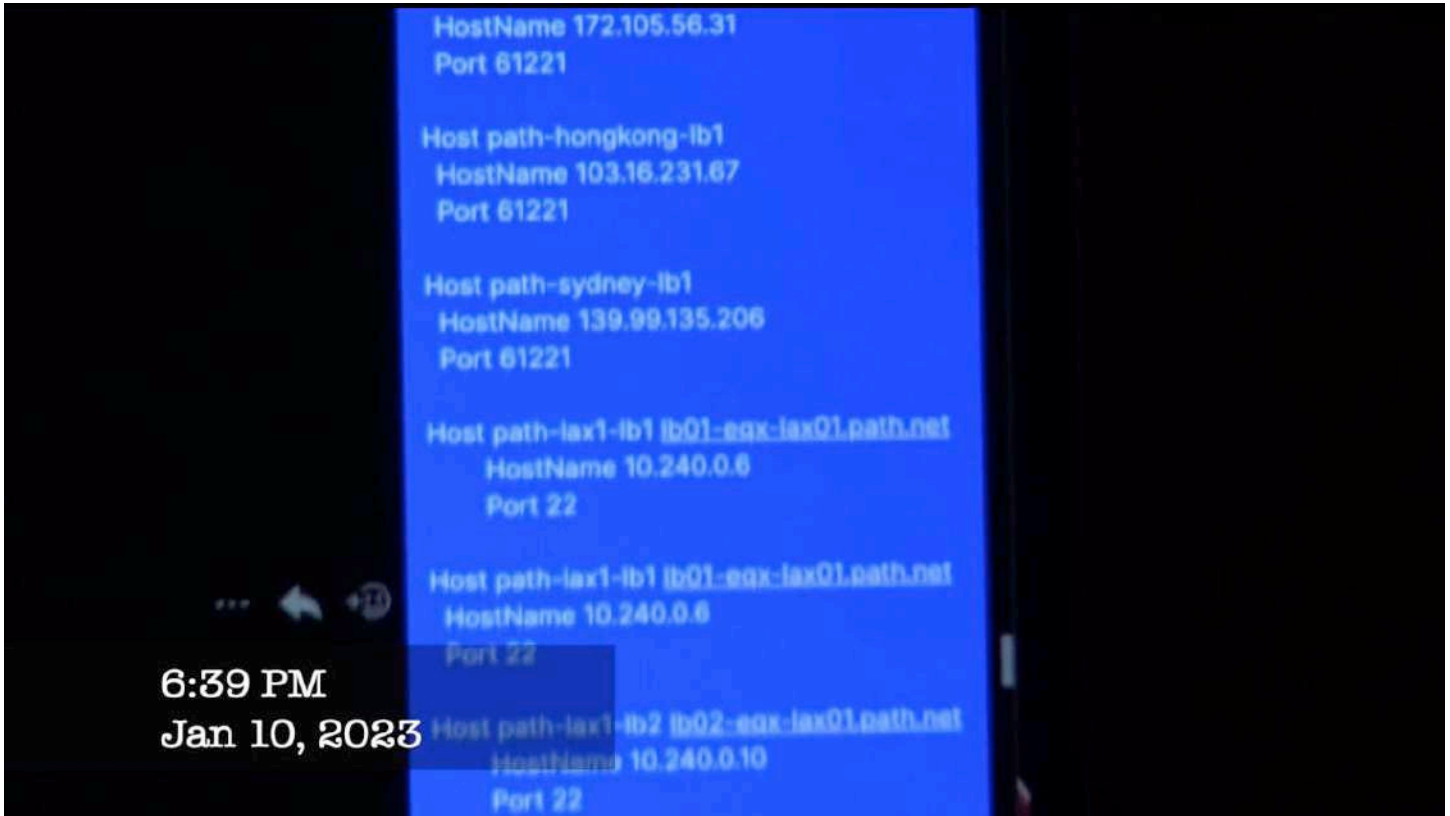


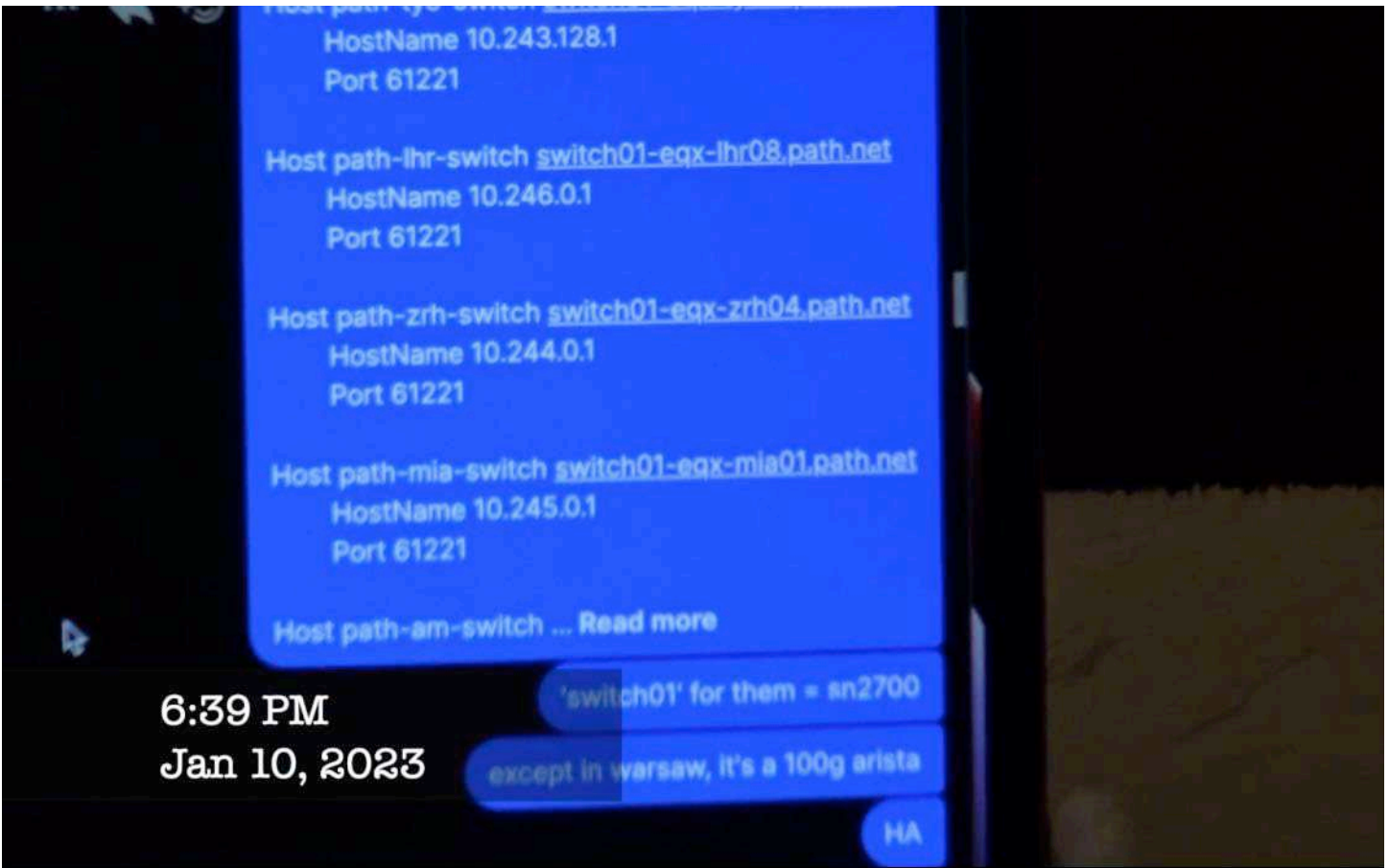
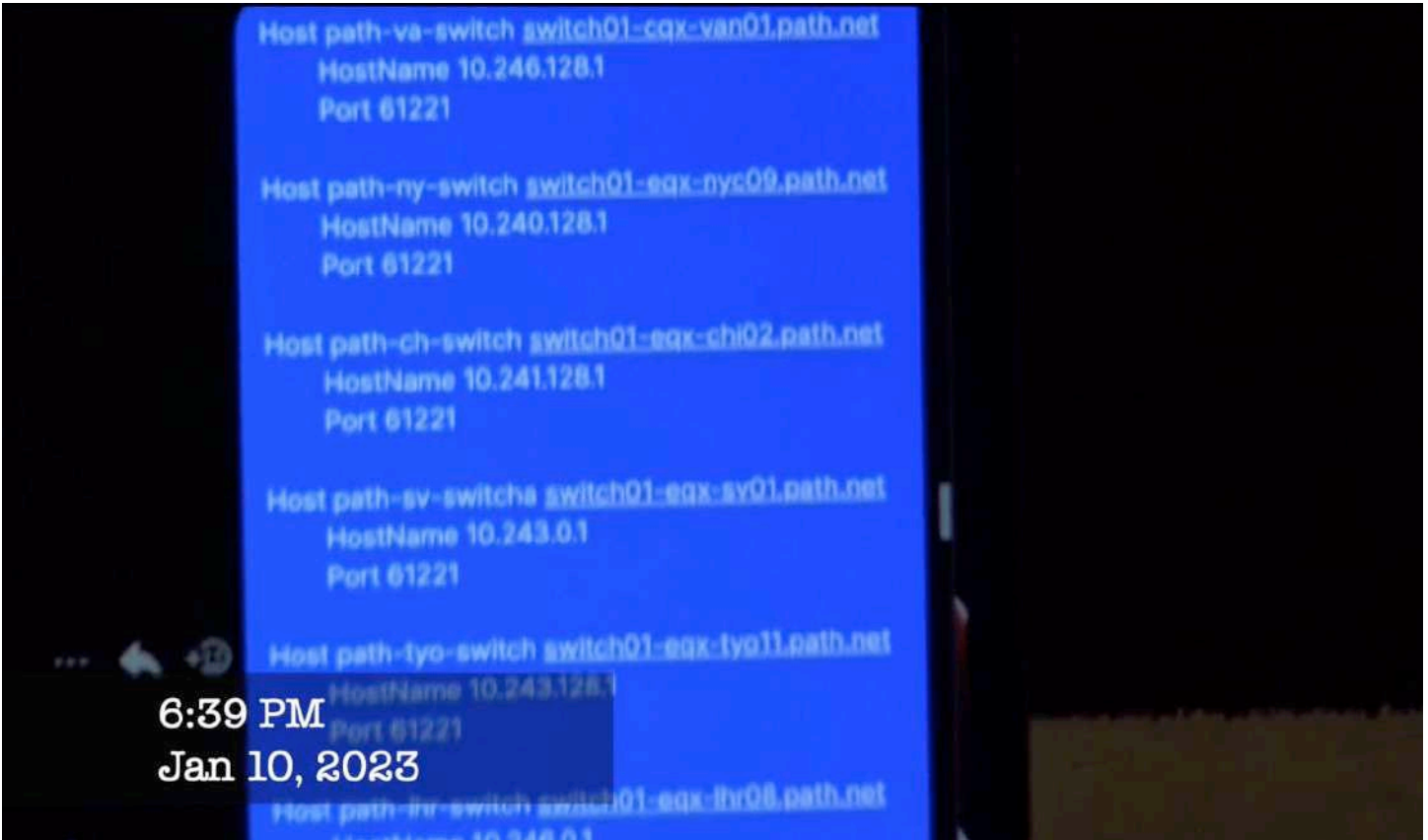


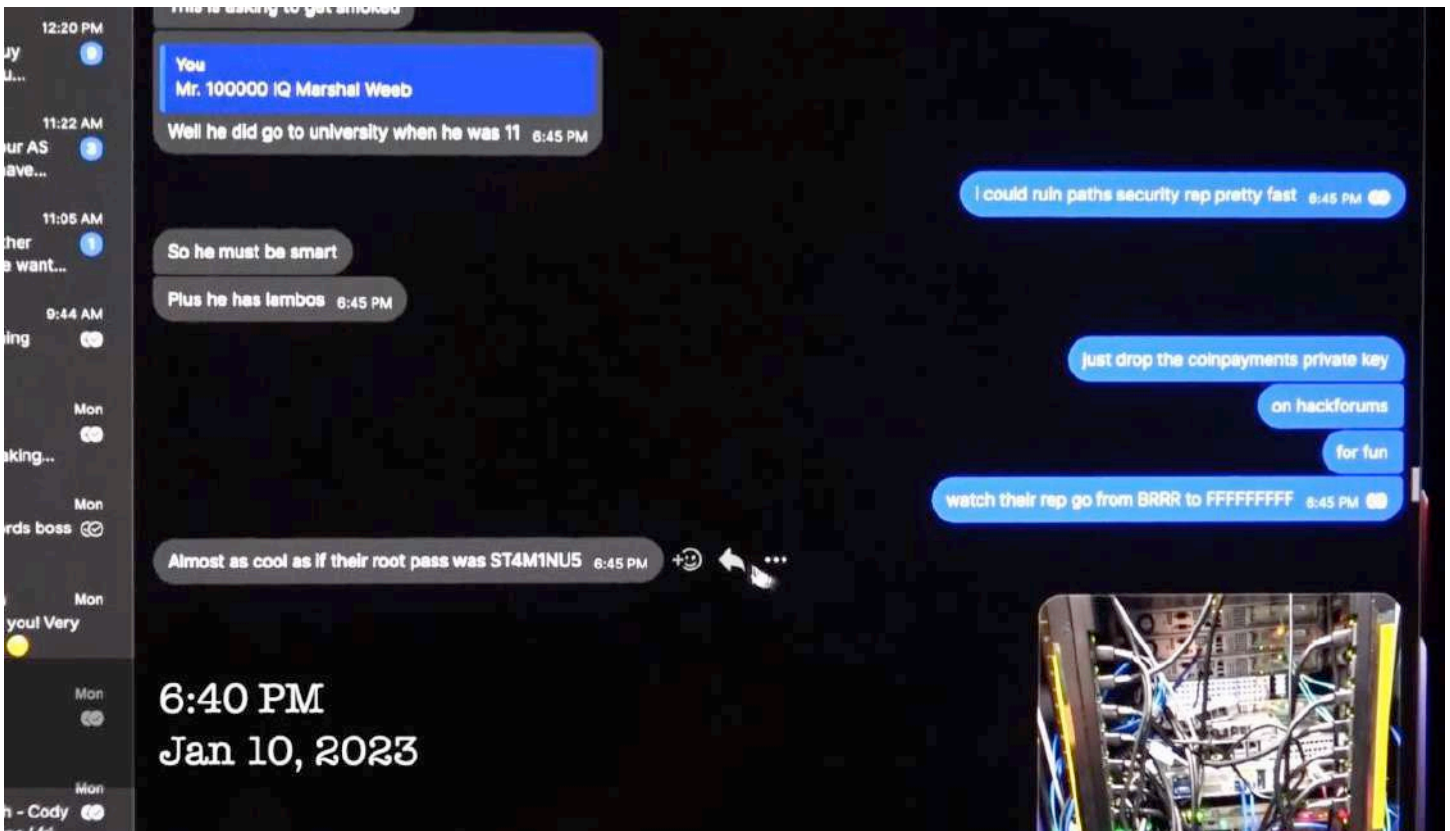
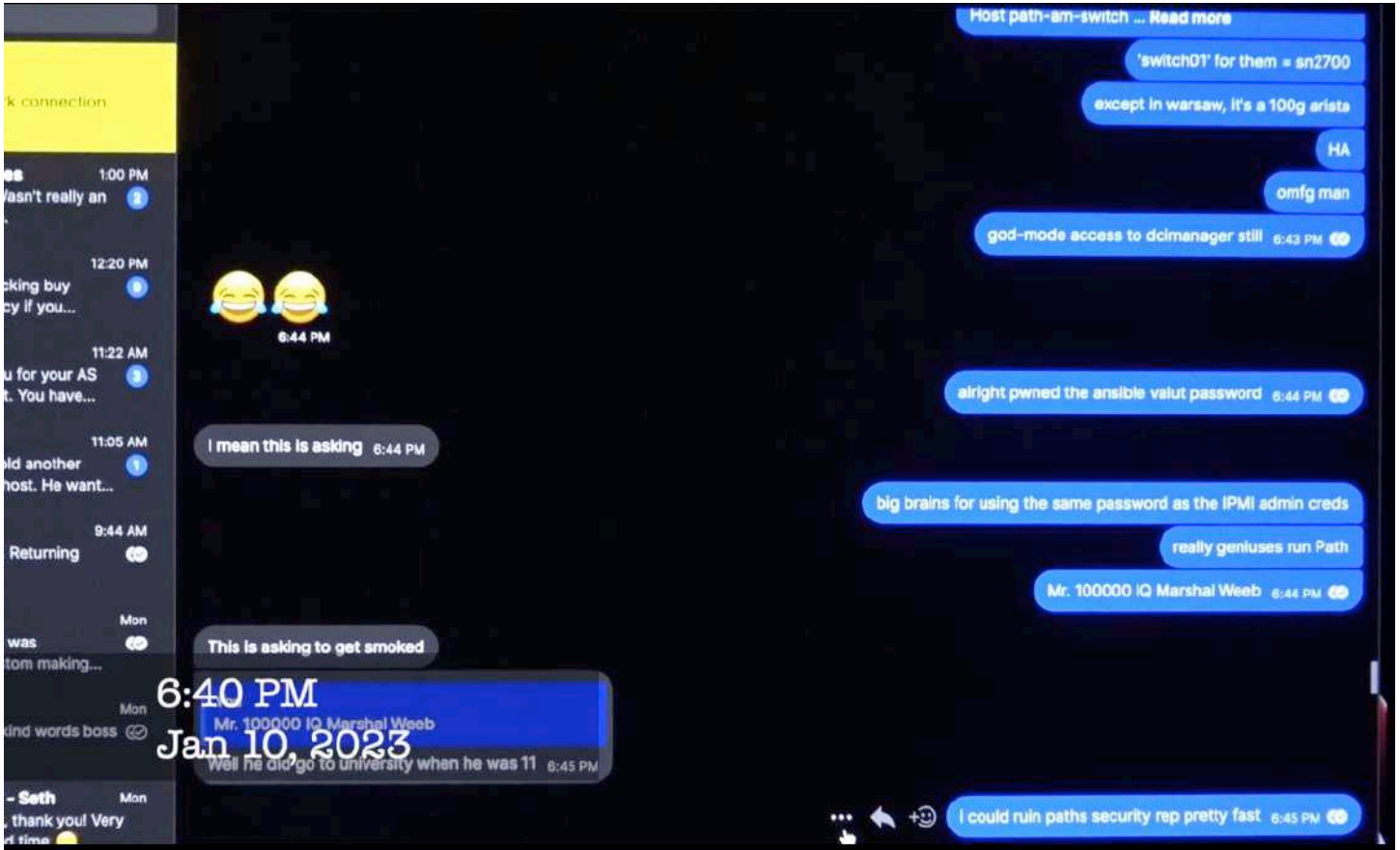


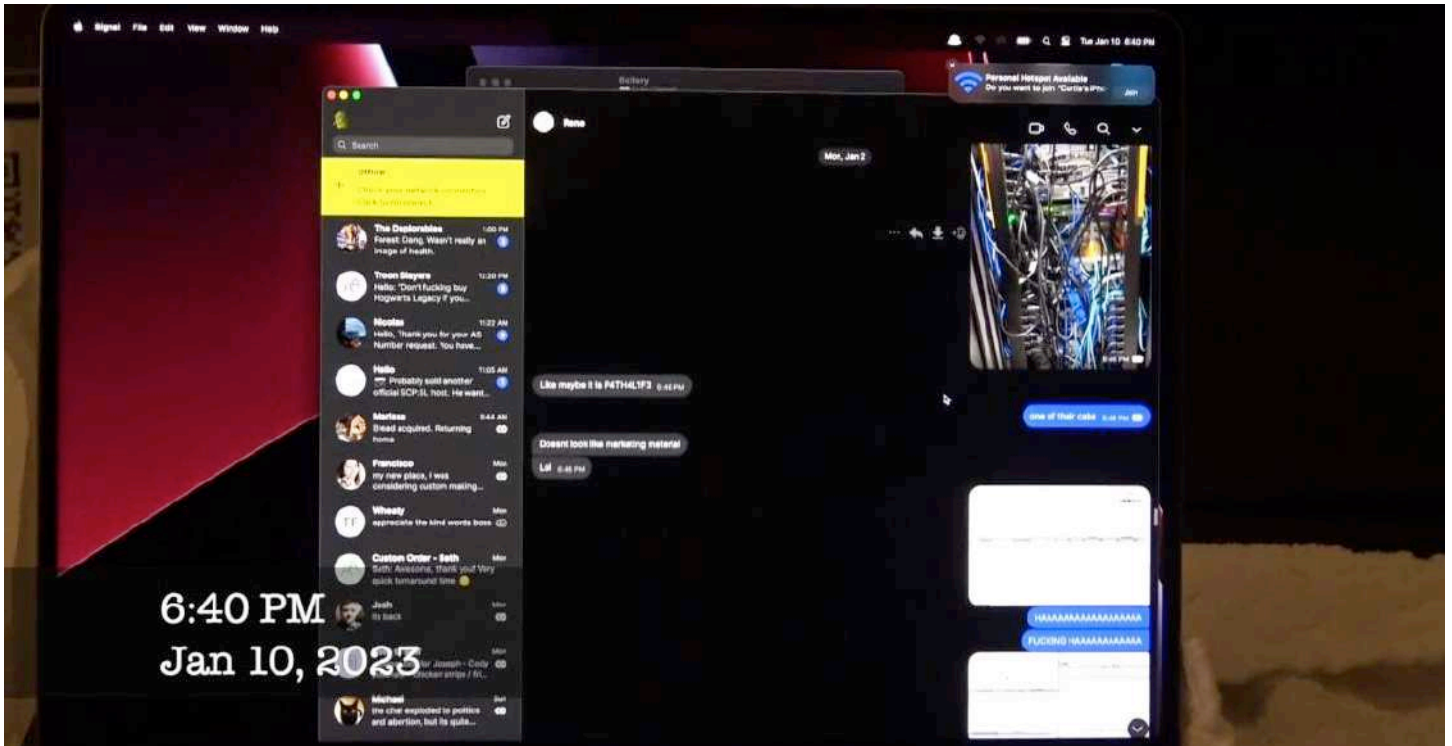
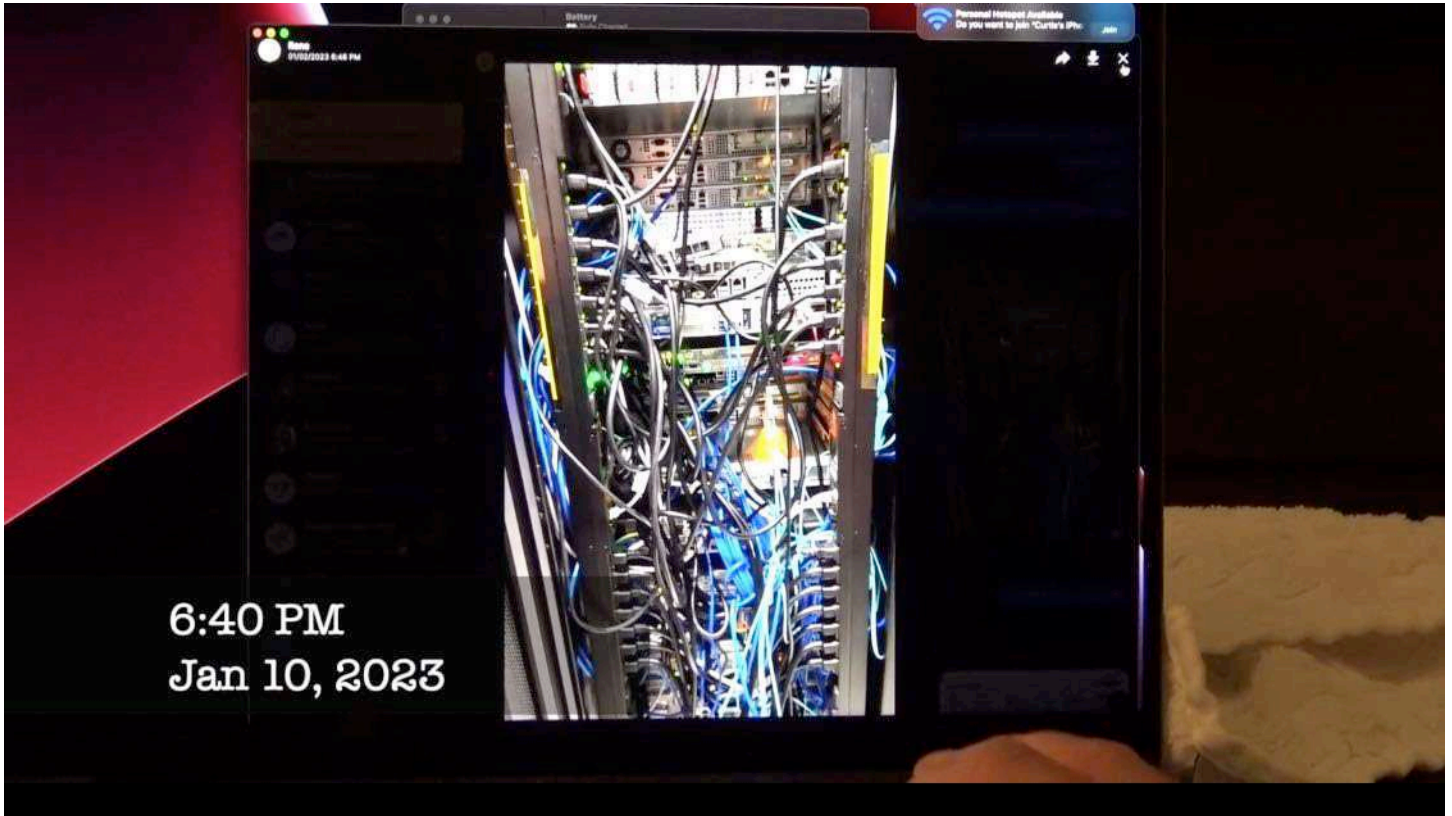


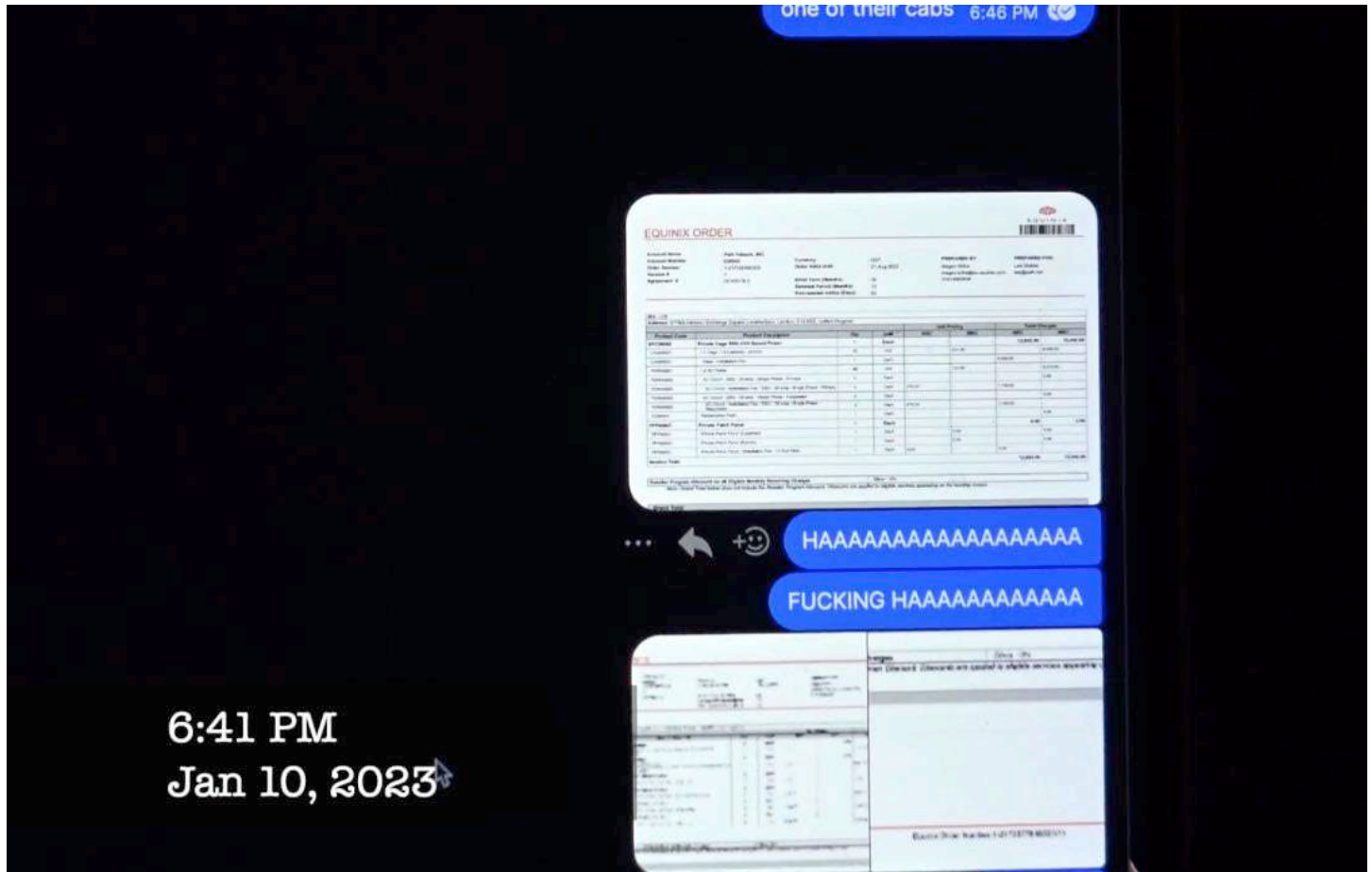




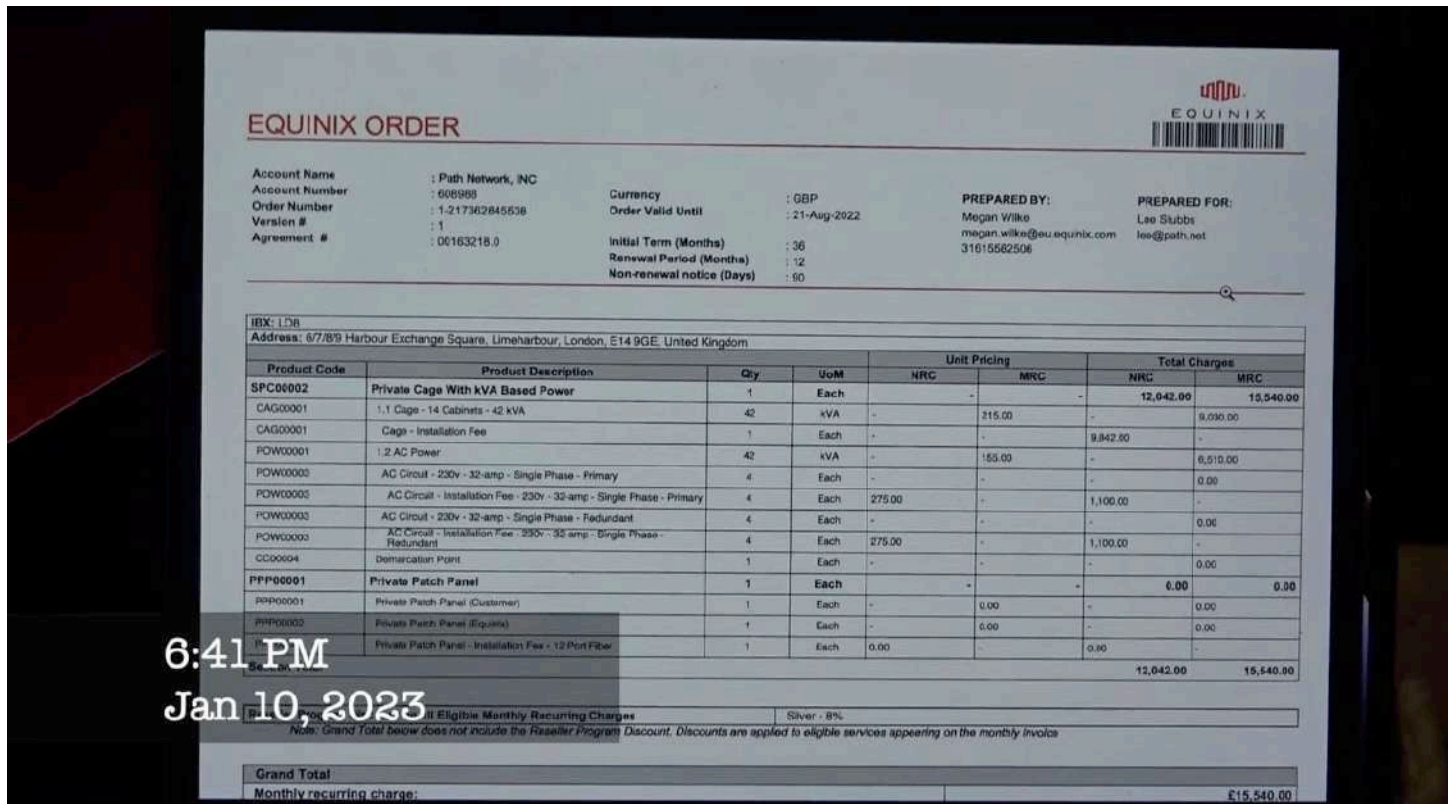








6:41 PM  
 Jan 10, 2023



6:41 PM  
 Jan 10, 2023

**EQUINIX ORDER**



Account Name : Path Network, INC  
 Account Number : 608988  
 Order Number : 1-217362845538  
 Version # : 1  
 Agreement # : 00163218.0

Currency : GBP  
 Order Valid Until : 21-Aug-2022  
 Initial Term (Months) : 36  
 Renewal Period (Months) : 12  
 Non-renewal notice (Days) : 90

PREPARED BY: Megan Wilko  
 megan.wilko@eu.equinix.com  
 31615682506

PREPARED FOR: Lao Stubbs  
 leo@path.net

IBX: LDB  
 Address: 67/89 Harbour Exchange Square, Limeharbour, London, E14 9GE, United Kingdom

Product Code	Product Description	Qty	UoM	Unit Pricing		Total Charges	
				NRC	MRC	NRC	MRC
SPC0002	Private Cage With kVA Based Power	1	Each	-	-	12,042.00	15,540.00
CAG0001	1.1 Cage - 14 Cabinets - 42 kVA	42	kVA	-	215.00	-	9,030.00
CAG0001	Cage - Installation Fee	1	Each	-	-	9,842.00	-
POW0001	1.2 AC Power	42	kVA	-	155.00	-	6,510.00
POW0003	AC Circuit - 230v - 32-amp - Single Phase - Primary	4	Each	-	-	-	0.00
POW0003	AC Circuit - Installation Fee - 230v - 32-amp - Single Phase - Primary	4	Each	275.00	-	1,100.00	-
POW0003	AC Circuit - 230v - 32-amp - Single Phase - Redundant	4	Each	-	-	-	0.00
POW0003	AC Circuit - Installation Fee - 230v - 32-amp - Single Phase - Redundant	4	Each	275.00	-	1,100.00	-
CC0004	Demarcation Point	1	Each	-	-	-	0.00
PPP0001	Private Patch Panel	1	Each	-	-	0.00	0.00
PPP0001	Private Patch Panel (Customer)	1	Each	-	0.00	-	0.00
PPP0002	Private Patch Panel (Equinix)	1	Each	-	0.00	-	0.00
PPP0002	Private Patch Panel - Installation Fee - 12 Port Fiber	1	Each	0.00	-	0.00	-
						12,042.00	15,540.00

Eligible Monthly Recurring Charges Silver - 8%  
 Note: Grand Total below does not include the Reseller Program Discount. Discounts are applied to eligible services appearing on the monthly invoice

Grand Total  
 Monthly recurring charge: £15,540.00

**EQUINIX ORDER**

Account Name : Path Network, INC  
 Account Number : 508998  
 Order Number : 1-217357784833  
 Version # : 1  
 Agreement # : 00163216.0

Currency : GBP  
 Order Valid Until : 18-Aug-2022  
 Initial Term (Months) : 36  
 Renewal Period (Months) : 12  
 Non-renewal notice (Days) : 90

PREPARED BY: Megan Wilke  
 megan.wilke@eu.equinix.com  
 31515582506

PREPARED FOR: Leo Stubbs  
 leo@path.net

IBX: LD8  
 Address: 97789 Harbour Exchange Square, Limeharbour, London, E14 9GE, United Kingdom

Product Code	Product Description	Qty	UoM	Unit Pricing		Total Charges	
				NRG	MRC	NRG	MRC
ACC00001	Accessories	1	Each	-	0.00	2,232.00	0.00
ACC00010	EIS Power Accessories - Panduit Powerstrip Basic 230V 32A (P30395M)	8	Each	279.00	-	2,232.00	-
ACC00001	Accessories	1	Each	-	0.00	6,684.00	0.00
ACC00008	EIS Cabinet Accessories - Minkola Cabinet 47U600x1200x2200mm with Swivel Handle B1109-06124 7-A1 B1 C2 D0	4	Each	1,671.00	-	6,684.00	-
PS00003	Custom Parts and Labor	1	Each	-	-	1,526.02	0.00
PS00003	Custom Parts - Customer Owned - Cage Mesh	1	Each	1,526.02	-	1,526.02	-
PS00003	Custom Parts and Labor	1	Each	-	-	6,096.44	0.00
PS00003	Custom Parts - Customer Owned - Cold Aisle Containment	1	Each	6,096.44	-	6,096.44	-
PS00003	Custom Parts and Labor	1	Each	-	-	1,604.33	0.00
PS00003	Custom Parts - Customer Owned - Copper Tray	1	Each	1,604.33	-	1,604.33	-
PS00003	Custom Parts and Labor	1	Each	-	-	2,538.43	0.00
PS00003	Custom Parts - Customer Owned - Fiber Tray	1	Each	2,538.43	-	2,538.43	-
						<b>20,681.22</b>	<b>0.00</b>

Reseller Program Discount on all Eligible Monthly Recurring Charges Silver - 8%  
 Note: Grand Total below does not include the Reseller Program Discount. Discounts are applied to eligible services appearing on the monthly invoice

6:42 PM  
 Jan 10, 2023

Offline  
 Check your network connection.  
 Click to reconnect

**The Deplorables** 1:00 PM  
 Forest: Dang, wasn't really an image of health.

**Troon Slayers** 12:50 PM  
 Hello! "Don't fucking buy Hogwarts Legacy if you..."

**Nicolas** 11:32 AM  
 Hello, Thank you for your AS Number request. You have...

**Helo** 11:05 AM  
 sem: Probably sold another official SCP-31L host. He want...

**Marissa** 9:44 AM  
 Bread acquired. Returning home

**Francisco** Mon  
 My new place, I was considering custom making...

**Wheaty** Mon  
 appreciate the kind words boss

**Custom Order - Seth** Mon  
 Seth: Awesome, thank you! Very quick turnaround time

**Josh** Mon  
 Its back

**370gb/kva thats quite steep** 6:48 PM

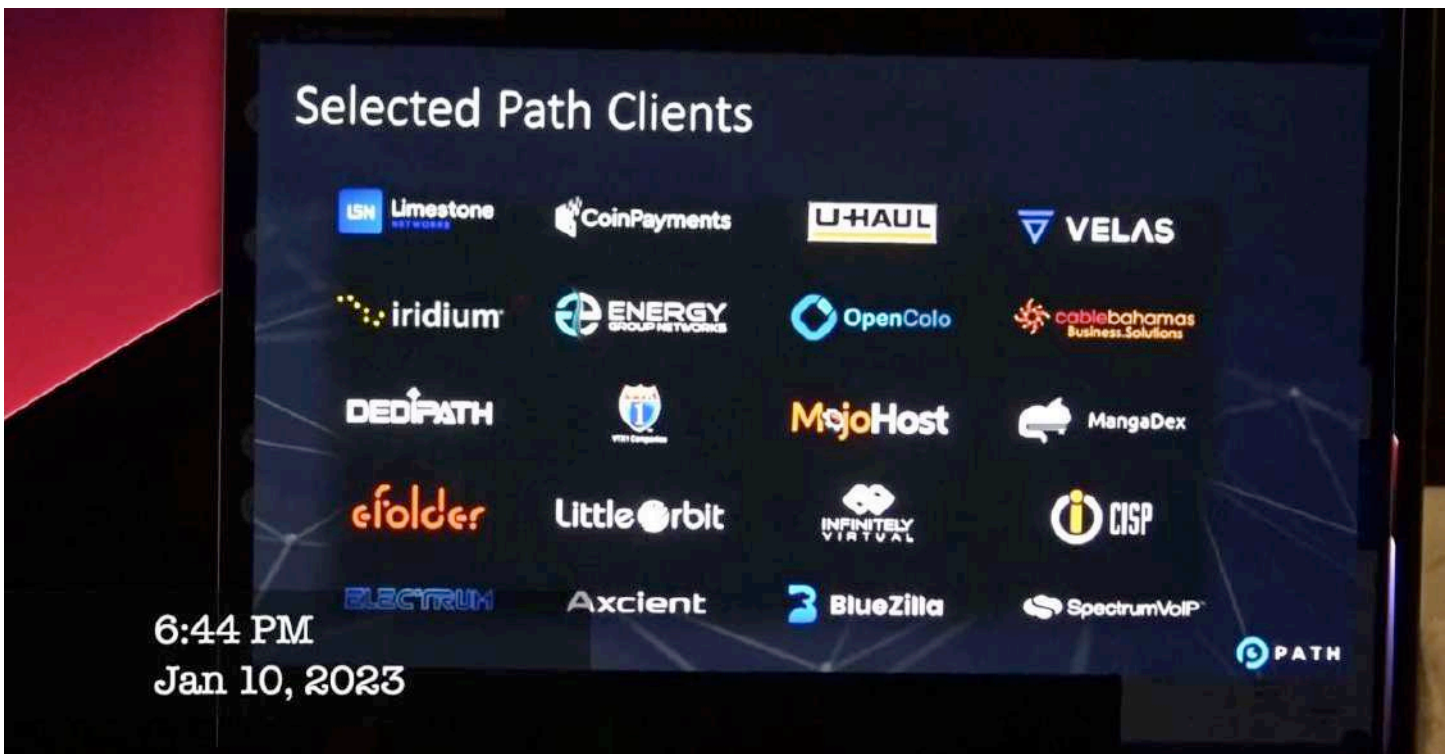
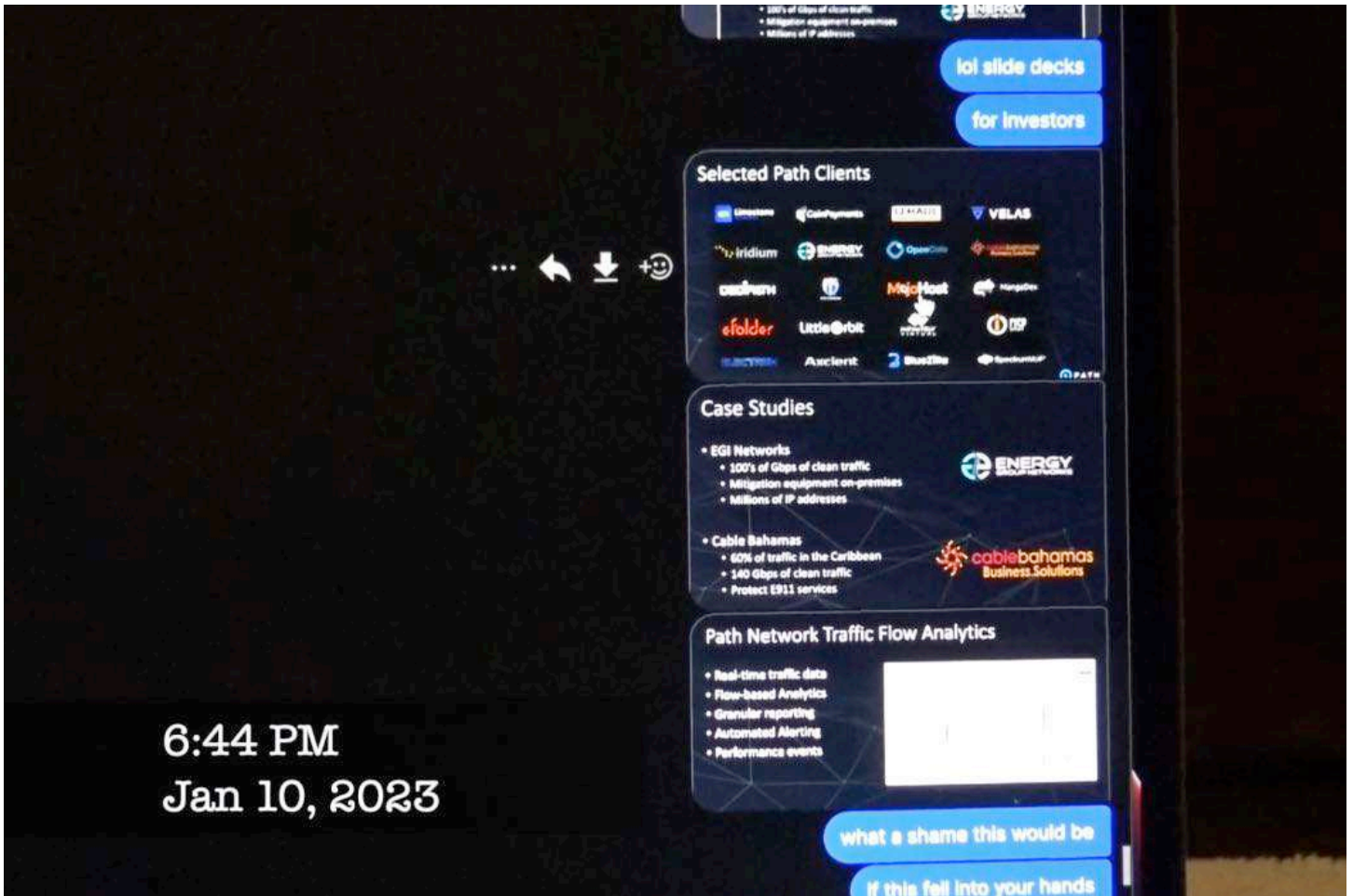
6:43 PM  
 Jan 10, 2023

HAHAHAHAHAHAHAHAHAHA  
 FUCKING HAHAHAHAHAHAHAHA

my chippy  
 getting chipped 6:48 PM

About Us  
 Selected Path Clients  
 Case Studies

lol side decks



## Case Studies

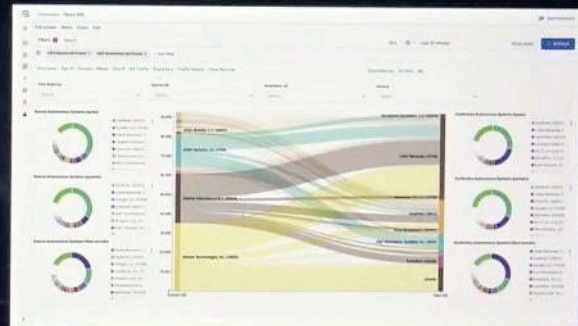
- EGI Networks
  - 100's of Gbps of clean traffic
  - Mitigation equipment on-premises
  - Millions of IP addresses
- Cable Bahamas
  - 60% of traffic in the Caribbean
  - 140 Gbps of clean traffic
  - Protect E911 services



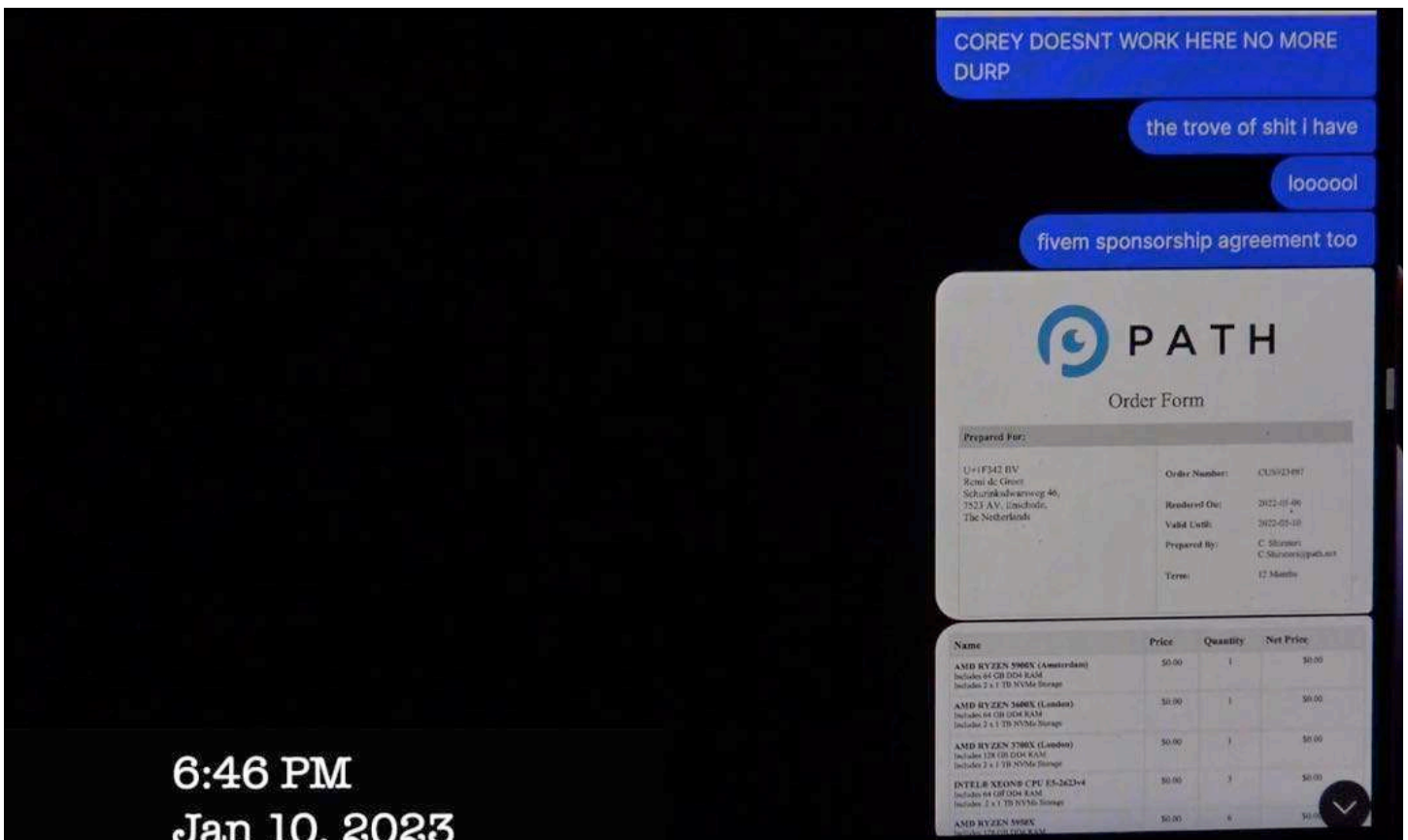
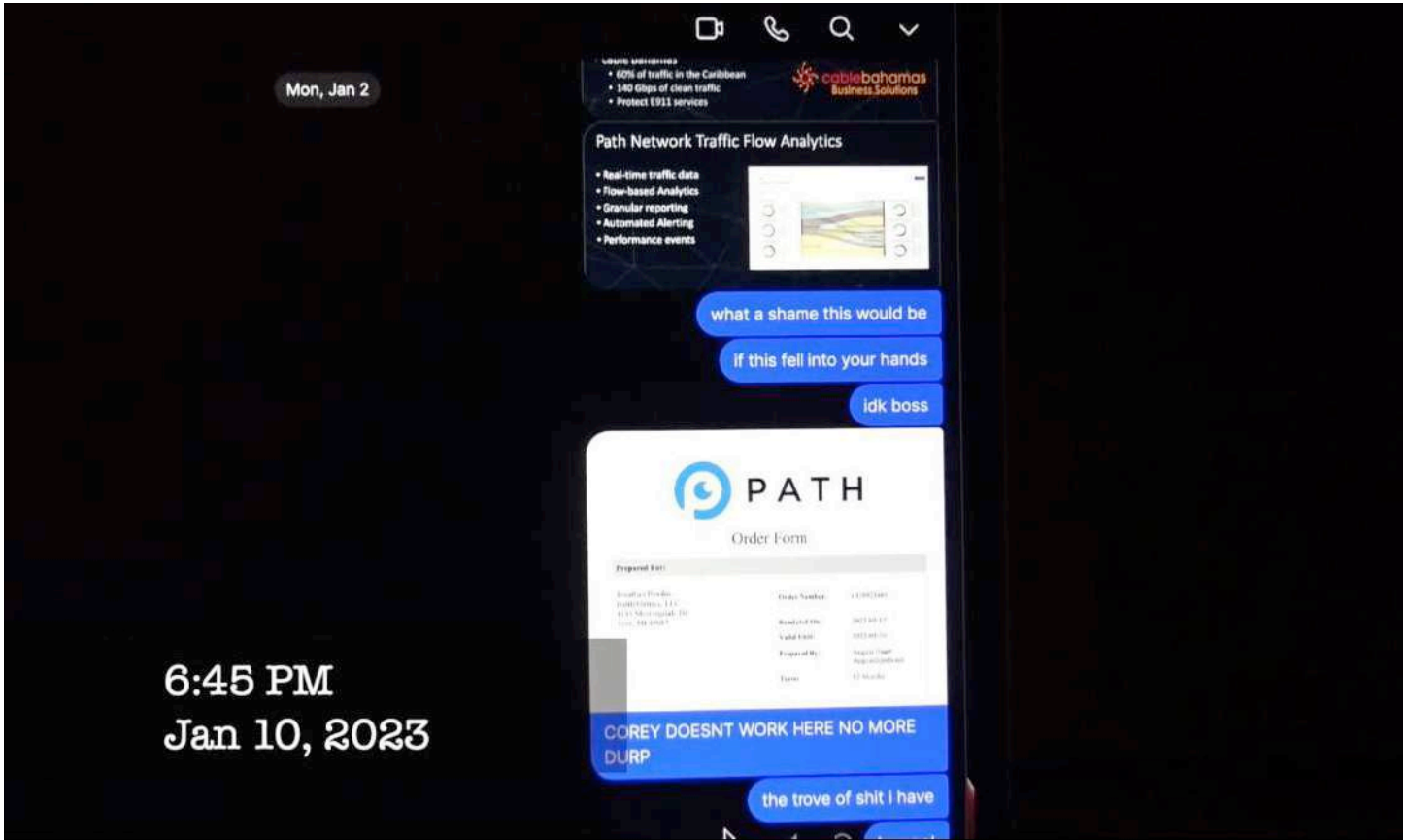
6:44 PM  
Jan 10, 2023

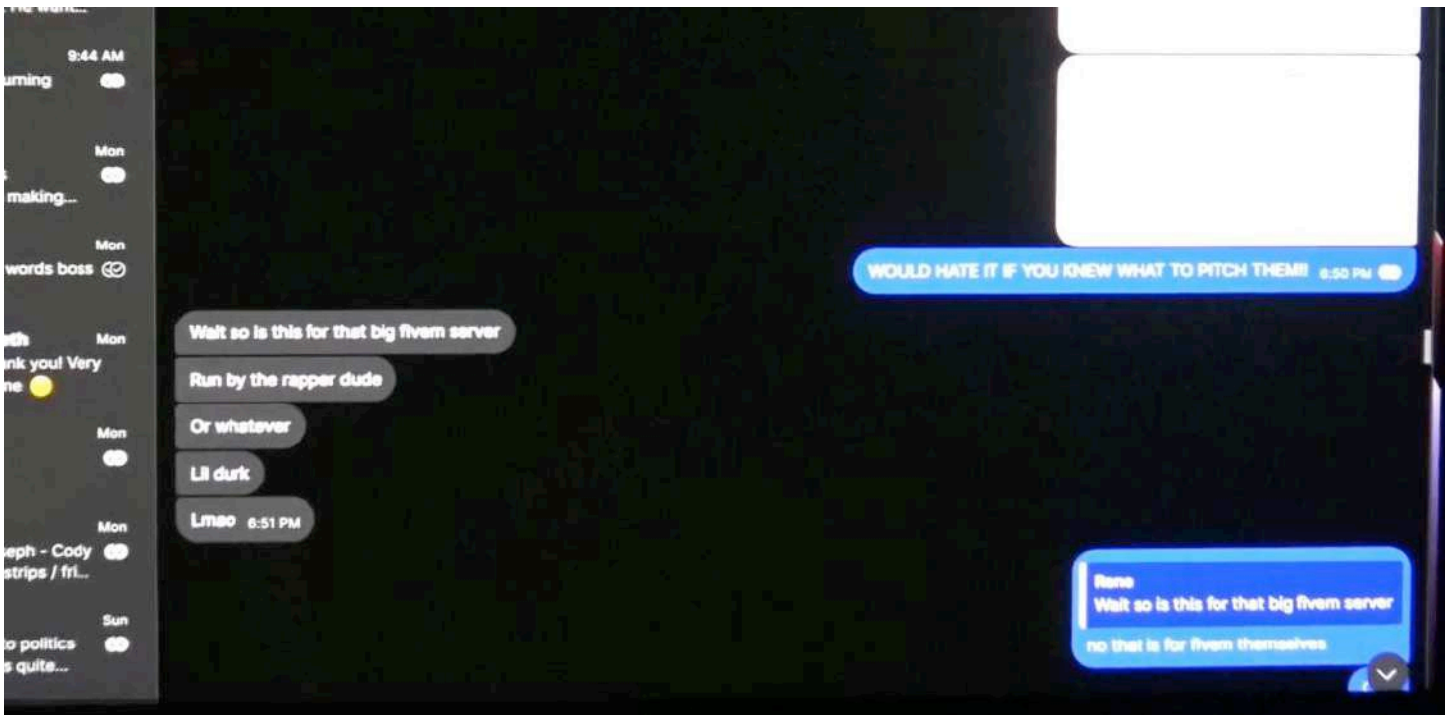
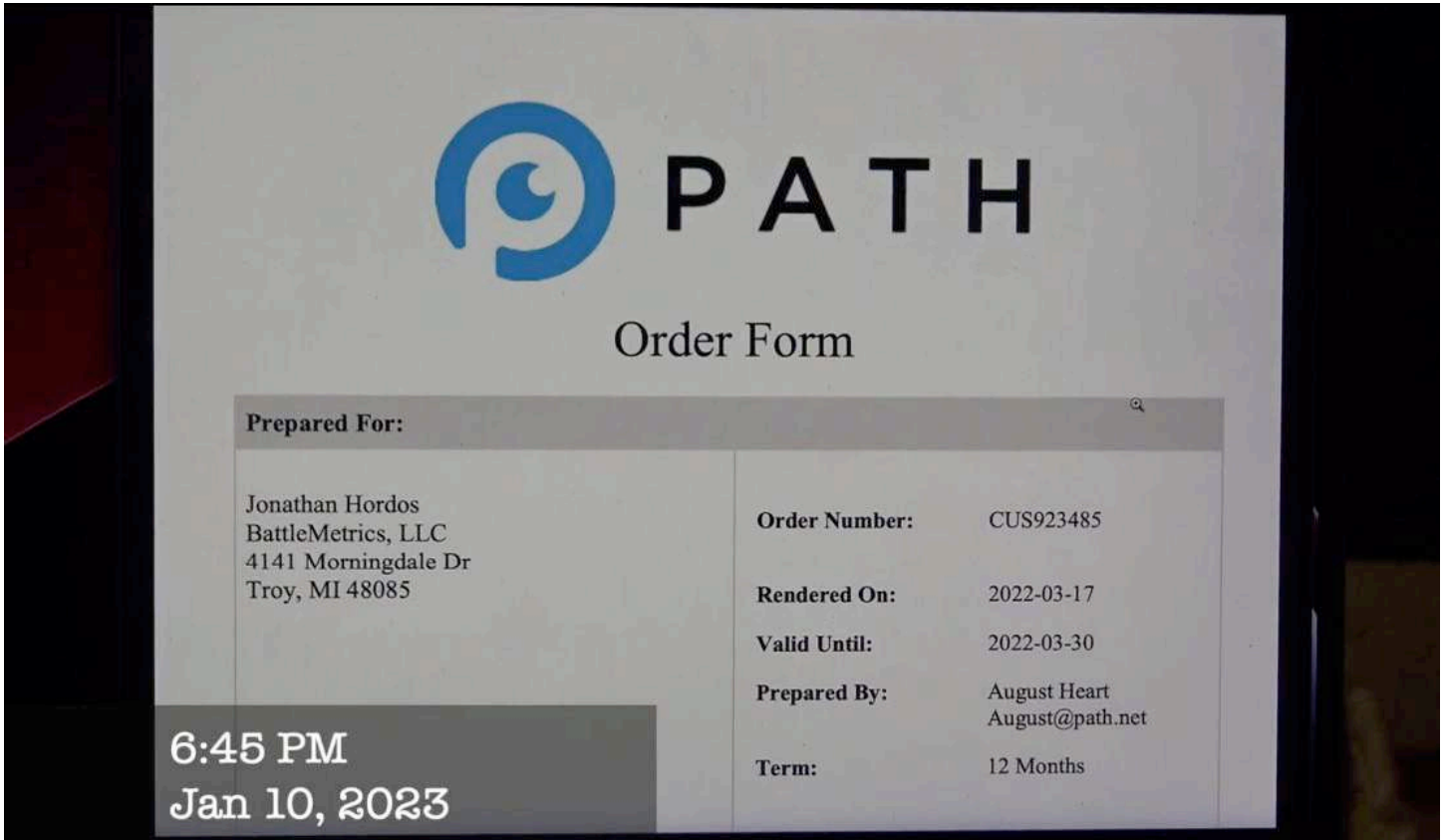
## Path Network Traffic Flow Analytics

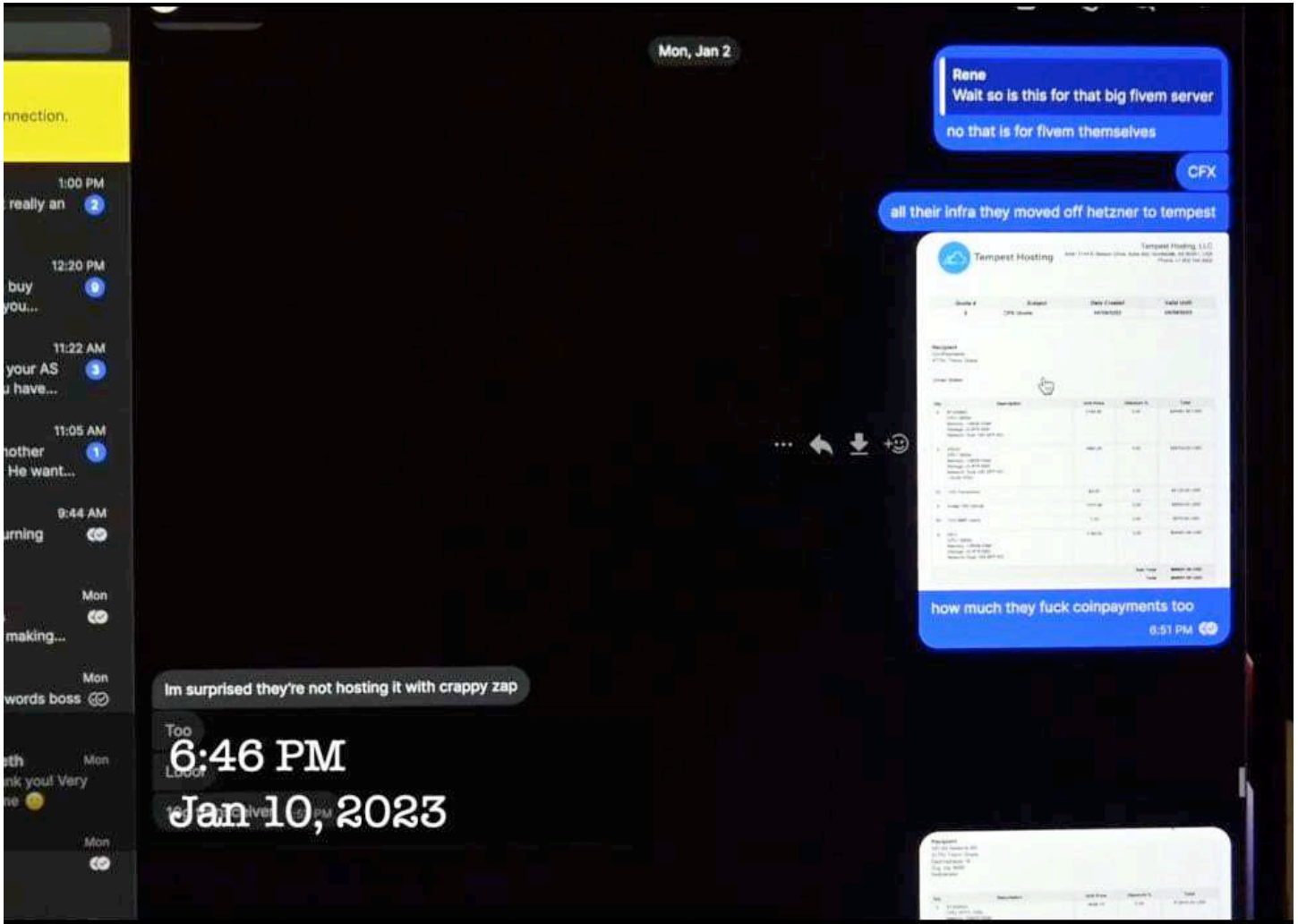
- Real-time traffic data
- Flow-based Analytics
- Granular reporting
- Automated Alerting
- Performance events



6:45 PM  
Jan 10, 2023









# Tempest Hosting

Tempest Hosting, LLC

Addr: 7144 E Stetson Drive, Suite 300, Scottsdale, AZ 85251, USA  
 Phone: +1 602 704 3002

Quote #	Subject	Date Created	Valid Until
9	CPS Quote	04/29/2022	05/29/2022

**Recipient**

CoinPayments  
 ATTN: Trevor Grave

United States

Qty	Description	Unit Price	Discount %	Total
6	STAGING: CPU: 5900x Memory: 128GB RAM Storage: 2x 8TB SSD Network: Dual 10G SFP NIC	4163.50	0.00	\$24981.00 USD
6	PROD: CPU: 5900x Memory: 128GB RAM Storage: 2x 8TB SSD Network: Dual 10G SFP NIC --DUAL-PSU	4950.00	0.00	\$29700.00 USD
50	10G SFP SFP	83.00	0.00	\$4150.00 USD
4	Arista 10G Optical	1375.00	0.00	\$5500.00 USD
50	10G MMF Cable	7.50	0.00	\$375.00 USD

6:46 PM  
 Jan 10, 2023

6	PROD: CPU: 5900x Memory: 128GB RAM Storage: 2x 8TB SSD Network: Dual 10G SFP NIC --DUAL-PSU	4950.00	0.00	\$29700.00 USD
50	10G Transceiver	83.00	0.00	\$4150.00 USD
4	Arista 10G Optical	1375.00	0.00	\$5500.00 USD
50	10G MMF Cable	7.50	0.00	\$375.00 USD
6	DEV: CPU: 5900x Memory: 128GB RAM Storage: 2x 8TB SSD Network: Dual 10G SFP NIC	4163.50	0.00	\$24981.00 USD
Sub Total				\$89587.00 USD

6:47 PM  
 Jan 10, 2023

	CPU: EPYC 7262 Memory: 256GB RAM Storage: 2x 8TB SSD 1x 18TB HDD			
3	DEV: CPU: EPYC 7262 Memory: 256GB RAM Storage: 2x 8TB SSD	5964.00	0.00	\$17892.00 USD
6	PROD: CPU: 5900x Memory: 32GB RAM Storage: 2x 2TB SSD	2656.00	0.00	\$15936.00 USD
6	PROD: CPU: EPYC 7262 Memory: 256GB RAM Storage: 2x 12TB SSD	5964.00	0.00	\$35784.00 USD
22	10G Transceiver	83.00	0.00	\$1826.00 USD
4	Arista 10G Optical	1375.00	0.00	\$5500.00 USD

6:47 PM  
 Jan 10, 2023

**Recipient**

VELAS Network AG  
 ATTN: Trevor Grave  
 Dammstrasse 16  
 Zug, n/a, 6300  
 Switzerland

Qty	Description	Unit Price	Discount %	Total
3	STAGING: CPU: EPYC 7262 Memory: 256GB RAM Storage: 2x 2TB SSD	4656.75	0.00	\$13970.25 USD
3	STAGING: CPU: 5900x Memory: 32GB RAM Storage: 2x 1TB SSD	2068.50	0.00	\$6205.50 USD
1	DEV: CPU: EPYC 7262 Memory: 256GB RAM Storage: 2x 2TB SSD	5911.50	0.00	\$5911.50 USD
3	DEV: CPU: EPYC 7262 Memory: 256GB RAM Storage: 2x 2TB SSD	5964.00	0.00	\$17892.00 USD

6:47 PM  
 Jan 10, 2023

	Memory: 32GB RAM Storage: 2x 2TB SSD			
6	PROD: CPU: EPYC 7262 Memory: 256GB RAM Storage: 2x 12TB SSD	5964.00	0.00	\$35784.00 USD
22	10G Transceiver	83.00	0.00	\$1826.00 USD
4	Arista 10G Optical	1375.00	0.00	\$5500.00 USD

6:48 PM  
 Jan 10, 2023

7.50 0.00 \$195.00 USD

Sub Total \$103330.25 USD





```
const path = require("path");

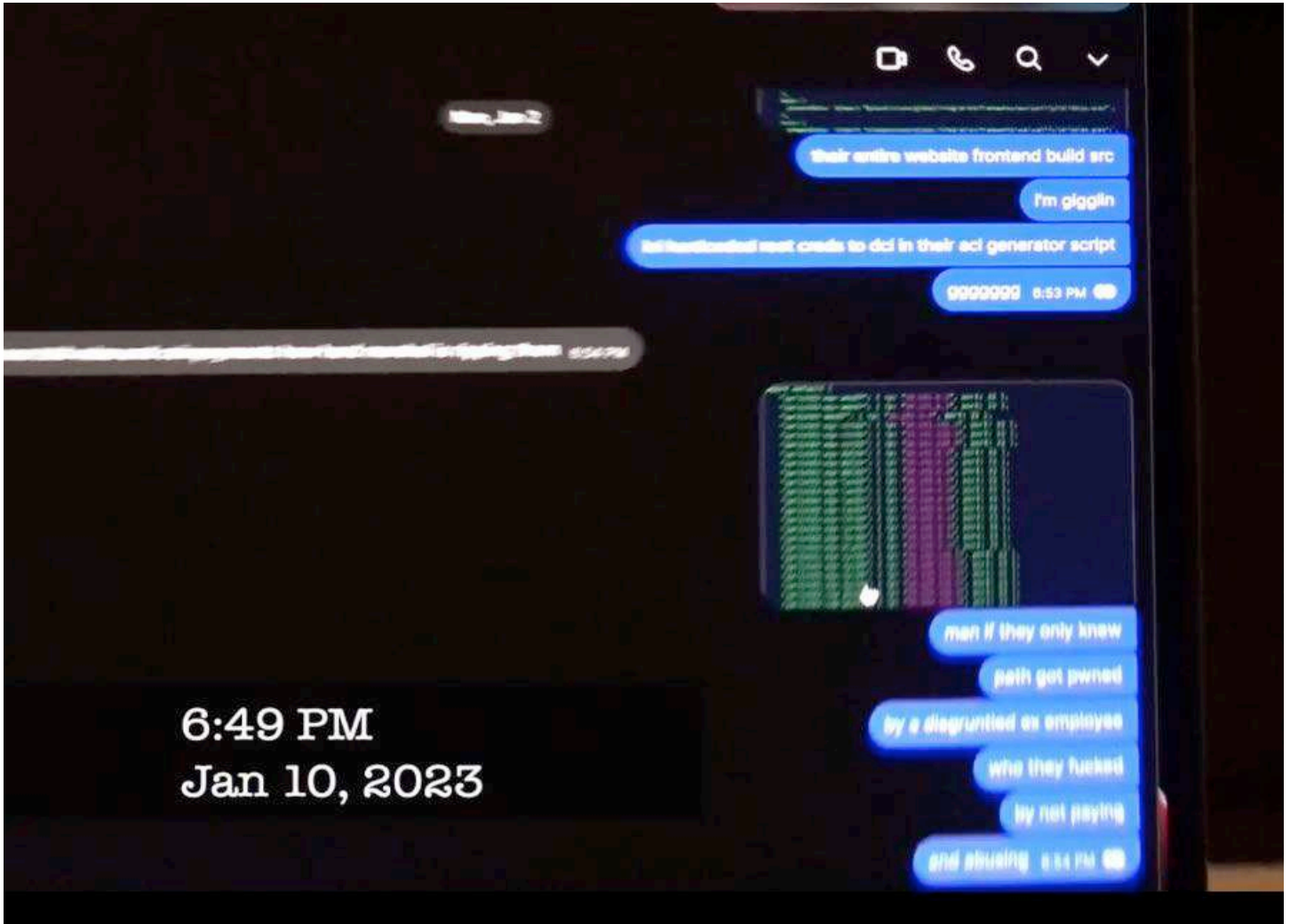
module.exports = {
  // publicPath: '/metronic/preview/vue/demo1/',
  configureWebpack: {
    resolve: {
      alias: {
        // If using the runtime only build
        vue$: "vue/dist/vue.runtime.esm.js", // 'vue/dist/vue.runtime.common.js' for webpack 1
        // Or if using full build of Vue (runtime + compiler)
        // vue$: 'vue/dist/vue.esm.js' // 'vue/dist/vue.common.js' for webpack 1
      },
    },
  },
  chainWebpack: (config) => {
    config.module
      .rule("vue")
      .use("vue-svg-inline-loader")
      .loader("vue-svg-inline-loader")
      .options({
        // ...
      });
  }
};
```

6:48 PM  
Jan 10, 2023

```
      .use("vue-svg-inline-loader")
      .loader("vue-svg-inline-loader")
      .options({
        /* ... */
      });

    config.module
      .rule("eslint")
      .use("eslint-loader")
      .tap((options) => {
        options.configFile = path.resolve(__dirname, "eslintrc.js");
        return options;
      });
  },
  css: {
    loaderOptions: {
      postcss: {
        config: {
          path: __dirname,
        },
      },
    },
    sass: {
      prependData: `@import "@/assets/sass/global/integration/frameworks/vue/vuetify/variables.scss"`
    }
  }
};
```

6:48 PM  
Jan 10, 2023

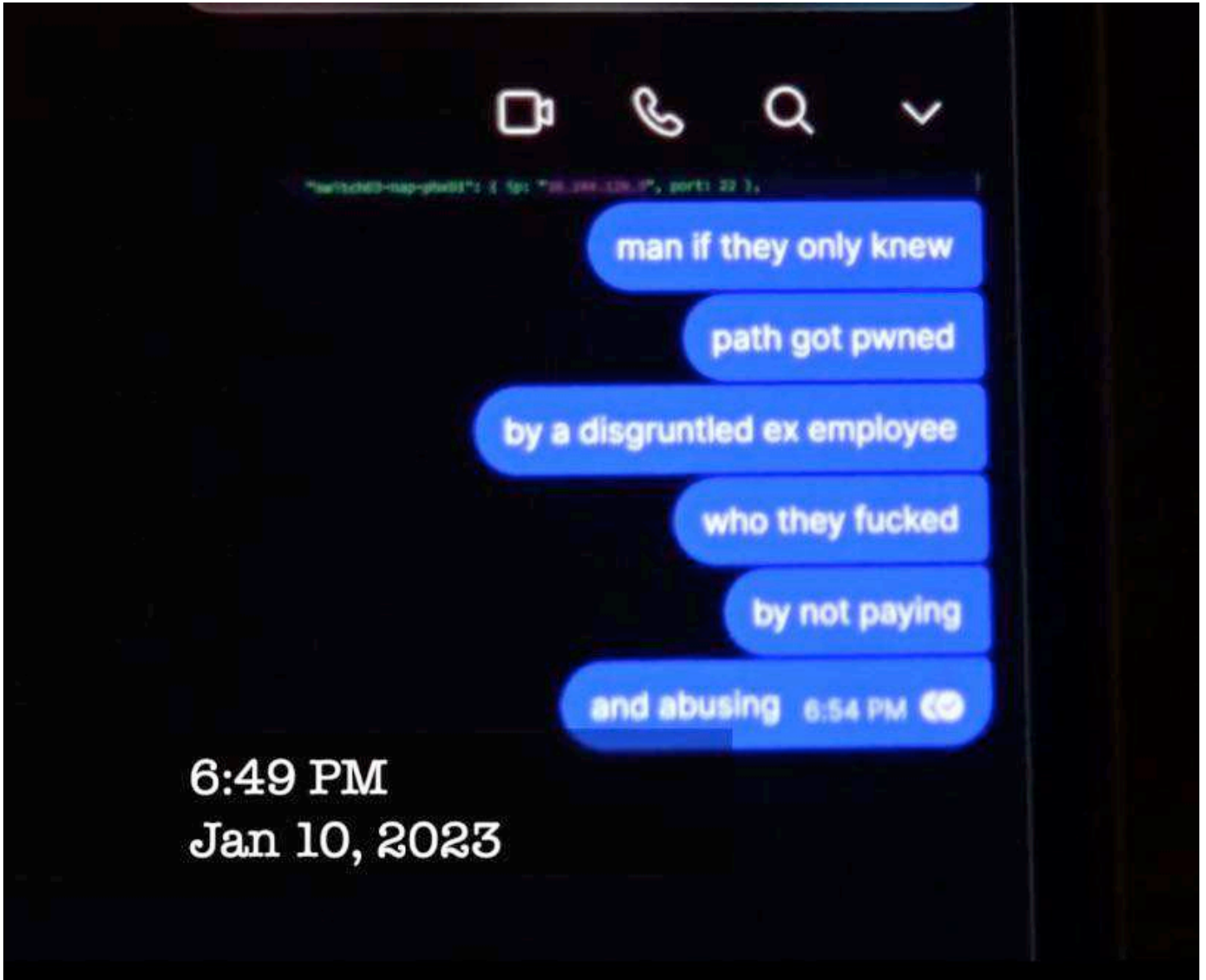


```
export default {  
  "switch02-eqx-ams07": { ip: "10.241.0.2", port: 22 },  
  "switch03-eqx-ams07": { ip: "10.241.0.3", port: 22 },  
  "switch04-ams07": { ip: "10.241.0.4", port: 22 },  
  "switch02-eqx-chi02": { ip: "10.241.128.2", port: 22 },  
  "switch03-eqx-chi01": { ip: "10.241.128.3", port: 22 },  
  "switch04-eqx-chi01": { ip: "10.241.128.4", port: 22 },  
  "switch02-eqx-dal01": { ip: "10.242.0.2", port: 22 },  
  "switch03-eqx-dal01": { ip: "10.242.0.3", port: 22 },  
  "switch04-eqx-dal01": { ip: "10.242.0.4", port: 22 },  
  "switch02-eqx-lax01": { ip: "10.240.0.2", port: 22 },  
  "switch03-eqx-lax01": { ip: "10.240.0.3", port: 22 },  
  "switch04-eqx-lax01": { ip: "10.240.0.4", port: 22 },  
  "switch05-eqx-lax01": { ip: "10.240.0.5", port: 22 },  
  "switch02-eqx-lhr08": { ip: "10.246.0.2", port: 22 },  
  "switch03-eqx-lhr08": { ip: "10.246.0.3", port: 22 },  
  "switch04-eqx-lhr08": { ip: "10.246.0.4", port: 22 },  
  "switch02-eqx-mia01": { ip: "10.245.0.2", port: 22 },  
  "switch02-eqx-nyc09": { ip: "10.240.128.2", port: 22 },  
  "switch03-eqx-nyc09": { ip: "10.240.128.3", port: 22 },  
  "switch04-eqx-nyc09": { ip: "10.240.128.4", port: 22 },  
  "switch05-eqx-nyc09": { ip: "10.240.128.5", port: 22 },  
  "switch02-nap-phx01": { ip: "10.244.128.2", port: 22 },  
  "switch03-nap-phx01": { ip: "10.244.128.3", port: 22 },  
  "switch02-eqx-tvo11.path.net": { ip: "10.243.128.2", port: 22 },  
  "switch03-eqx-tvo11.path.net": { ip: "10.243.128.3", port: 22 },  
  "switch04-eqx-tvo11.path.net": { ip: "10.243.128.4", port: 22 },  
  "switch05-eqx-tvo11.path.net": { ip: "10.243.128.5", port: 22 },  
}
```

6:49 PM  
Jan 10, 2023

```
  "switch02-eqx-dal01": { ip: "10.242.0.2", port: 22 },  
  "switch03-eqx-dal01": { ip: "10.242.0.3", port: 22 },  
  "switch04-eqx-dal01": { ip: "10.242.0.4", port: 22 },  
  "switch02-eqx-lax01": { ip: "10.240.0.2", port: 22 },  
  "switch03-eqx-lax01": { ip: "10.240.0.3", port: 22 },  
  "switch04-eqx-lax01": { ip: "10.240.0.4", port: 22 },  
  "switch05-eqx-lax01": { ip: "10.240.0.5", port: 22 },  
  "switch02-eqx-lhr08": { ip: "10.246.0.2", port: 22 },  
  "switch03-eqx-lhr08": { ip: "10.246.0.3", port: 22 },  
  "switch04-eqx-lhr08": { ip: "10.246.0.4", port: 22 },  
  "switch02-eqx-mia01": { ip: "10.245.0.2", port: 22 },  
  "switch02-eqx-nyc09": { ip: "10.240.128.2", port: 22 },  
  "switch03-eqx-nyc09": { ip: "10.240.128.3", port: 22 },  
  "switch04-eqx-nyc09": { ip: "10.240.128.4", port: 22 },  
  "switch05-eqx-nyc09": { ip: "10.240.128.5", port: 22 },  
  "switch02-nap-phx01": { ip: "10.244.128.2", port: 22 },  
  "switch03-nap-phx01": { ip: "10.244.128.3", port: 22 },  
  "switch02-eqx-tvo11.path.net": { ip: "10.243.128.2", port: 22 },  
  "switch03-eqx-tvo11.path.net": { ip: "10.243.128.3", port: 22 },  
  "switch04-eqx-tvo11.path.net": { ip: "10.243.128.4", port: 22 },  
  "switch05-eqx-tvo11.path.net": { ip: "10.243.128.5", port: 22 },  
}
```

6:49 PM  
Jan 10, 2023



```
echo "Connecting to AMS";  
ssh -ND 1337 -i .ssh/id_rsa root@205.220.228.92;;  
  
nyj)  
echo "Connecting to NYJ";  
ssh -ND 1337 -i .ssh/id_rsa root@205.220.227.236;;  
  
lon)  
echo "Connecting to LON";  
ssh -ND 1337 -i .ssh/id_rsa root@209.237.140.58;;  
  
tyo)  
echo "Connecting to TYO";  
ssh -ND 1337 -i .ssh/id_rsa root@206.71.159.87;;  
  
tyo-ssh)  
echo "Connecting to TYO";  
ssh -ND 1337 -i .ssh/id_rsa root@206.71.159.87;;
```

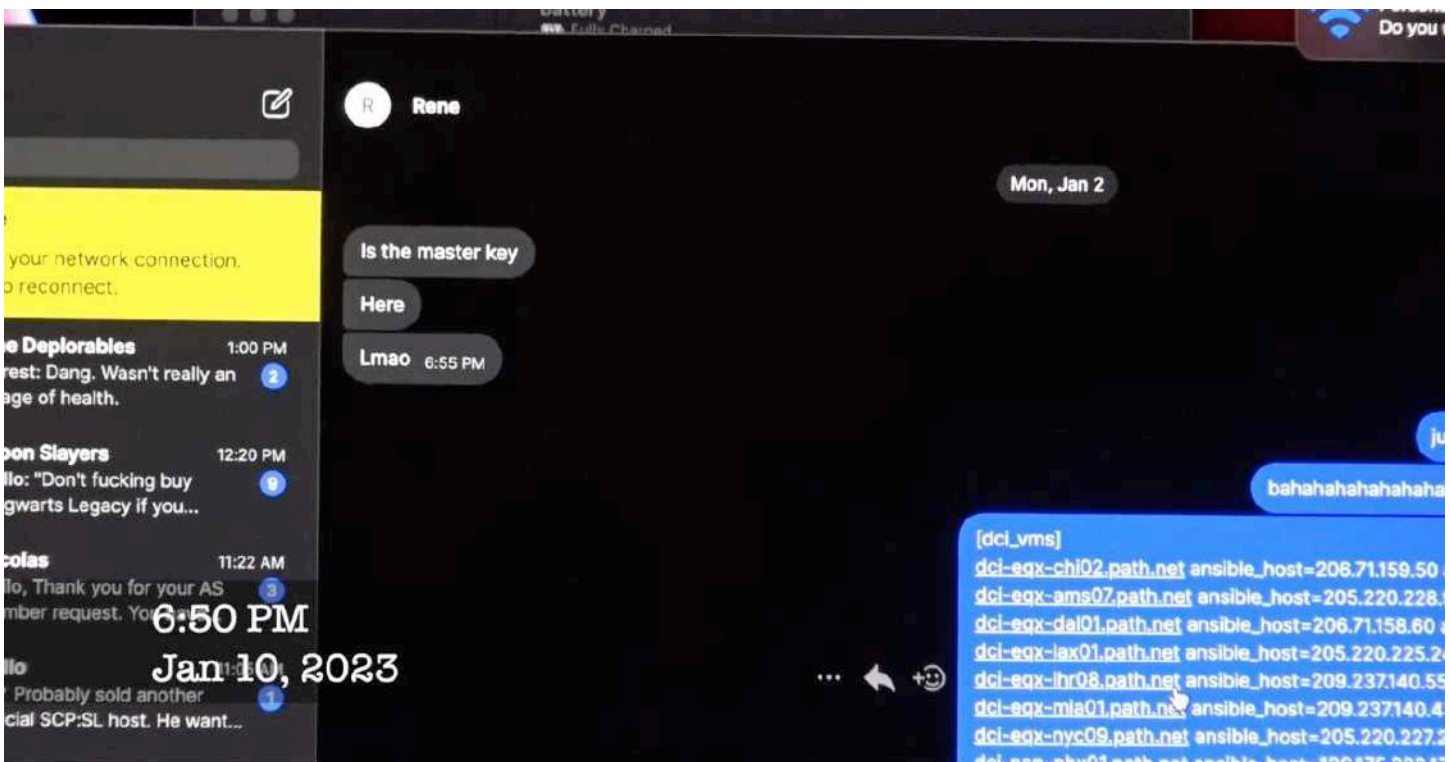
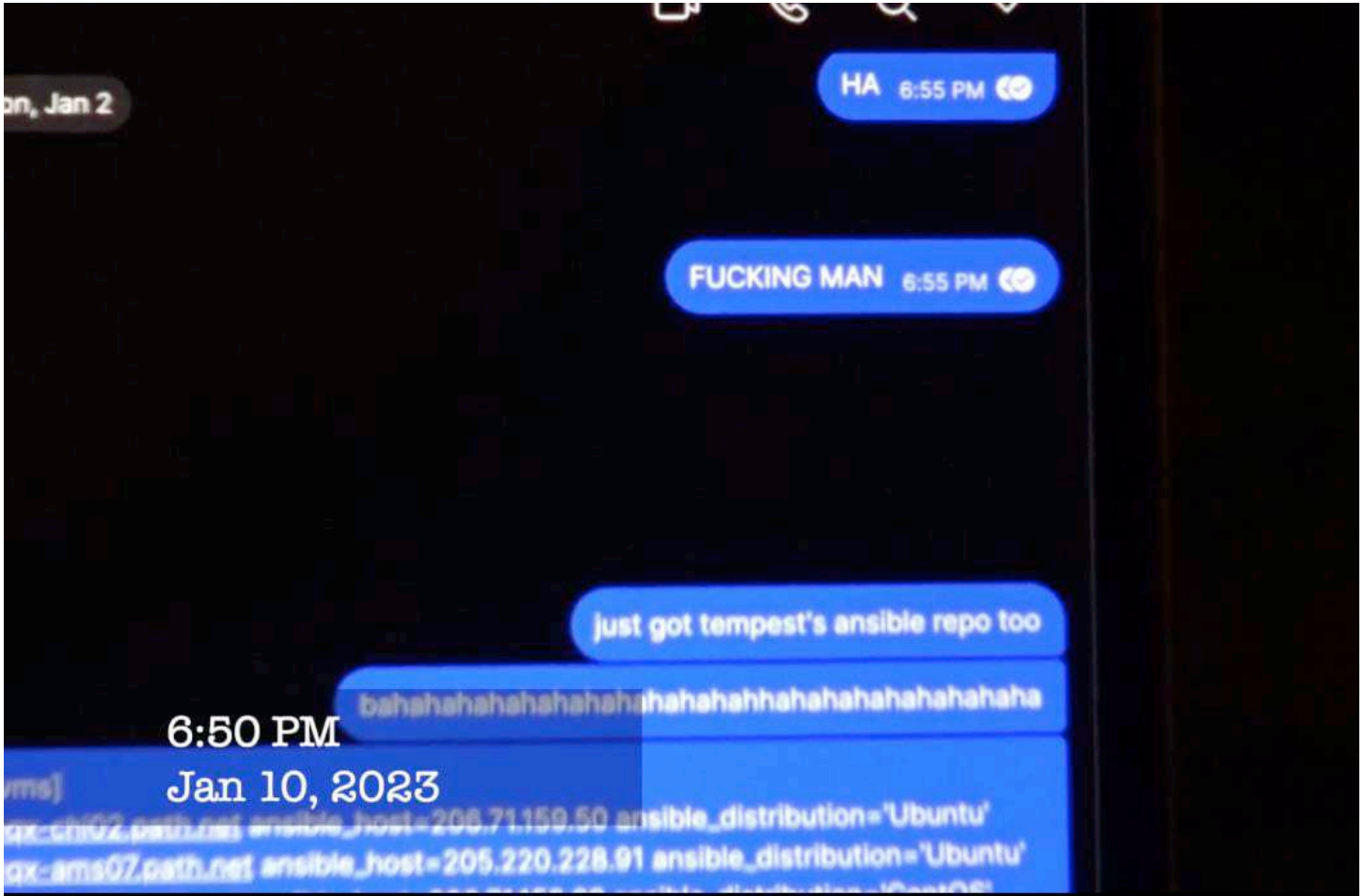
6:50 PM  
Jan 10, 2023

HA 6:53 PM

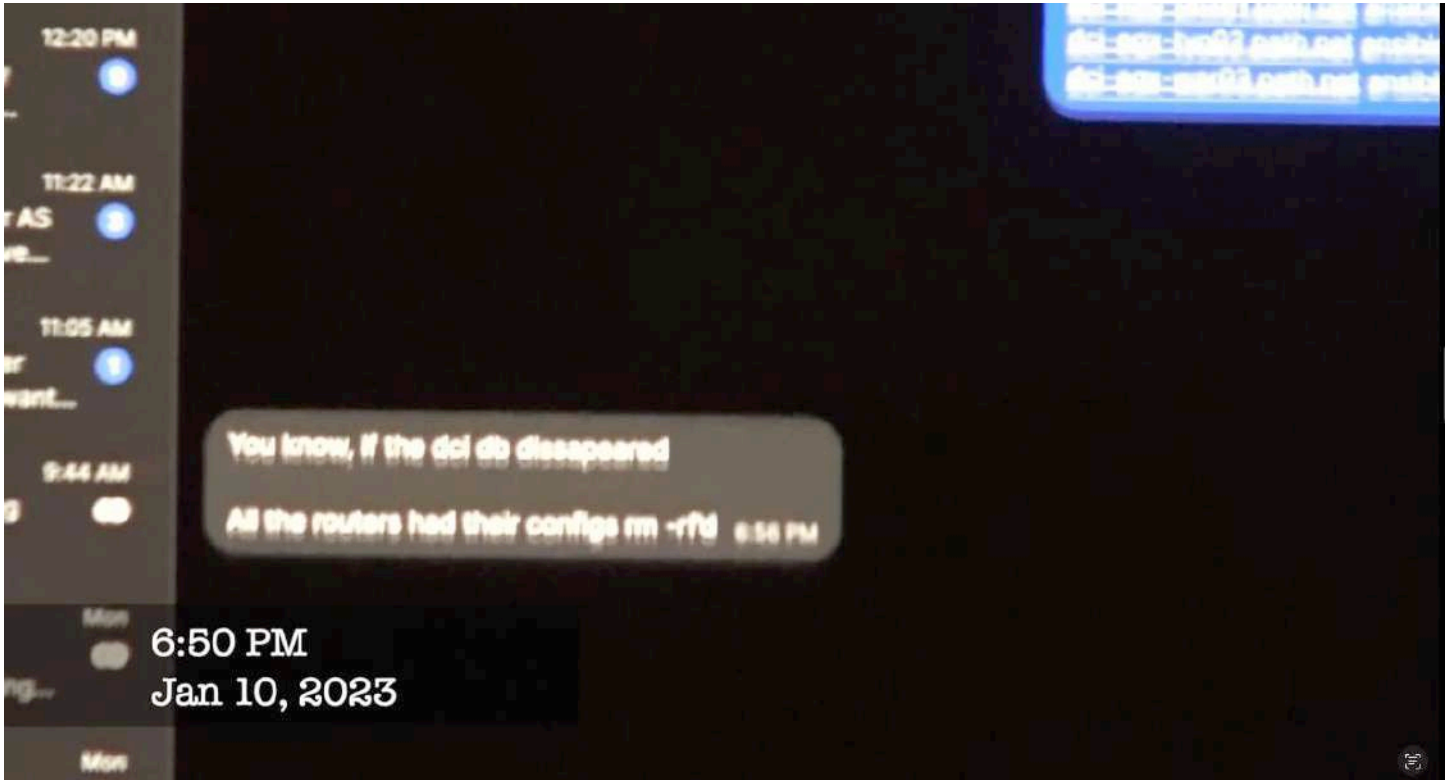
```
#!/bin/bash  
cd ~  
calculate () {  
  read -p "Select the location to connect too: " n1  
}  
  
PS3="Select the operation: "  
  
select opt in lax ams nyj lon tyo chi dal war tyo-ssh lax-ssh ams-ssh nyj-ssh lon-ssh chi-ssh dai-ssh  
war-ssh quit; do  
  
case $opt in  
  lax)  
    echo "Connecting to LAX";  
    ssh -ND 1337 -i .ssh/id_rsa root@205.220.225.242;;  
  
  ams)  
    echo "Connecting to AMS";  
    ssh -ND 1337 -i .ssh/id_rsa root@205.220.228.92;;  
  
  nyj)  
    echo "Connecting to NYJ";
```

6:50 PM  
Jan 10, 2023

Messages broken up – (Shows each person’s response, left side screen and then right side screen)







```
---
- name: Configure docker container log prune cronjob
  cron:
    name: "Prune docker container logs"
    state: present
    user: root
    minute: "0"
    hour: "0"
    day: "*/*"
    job: "rm /var/lib/docker/containers/*/*.*log*"

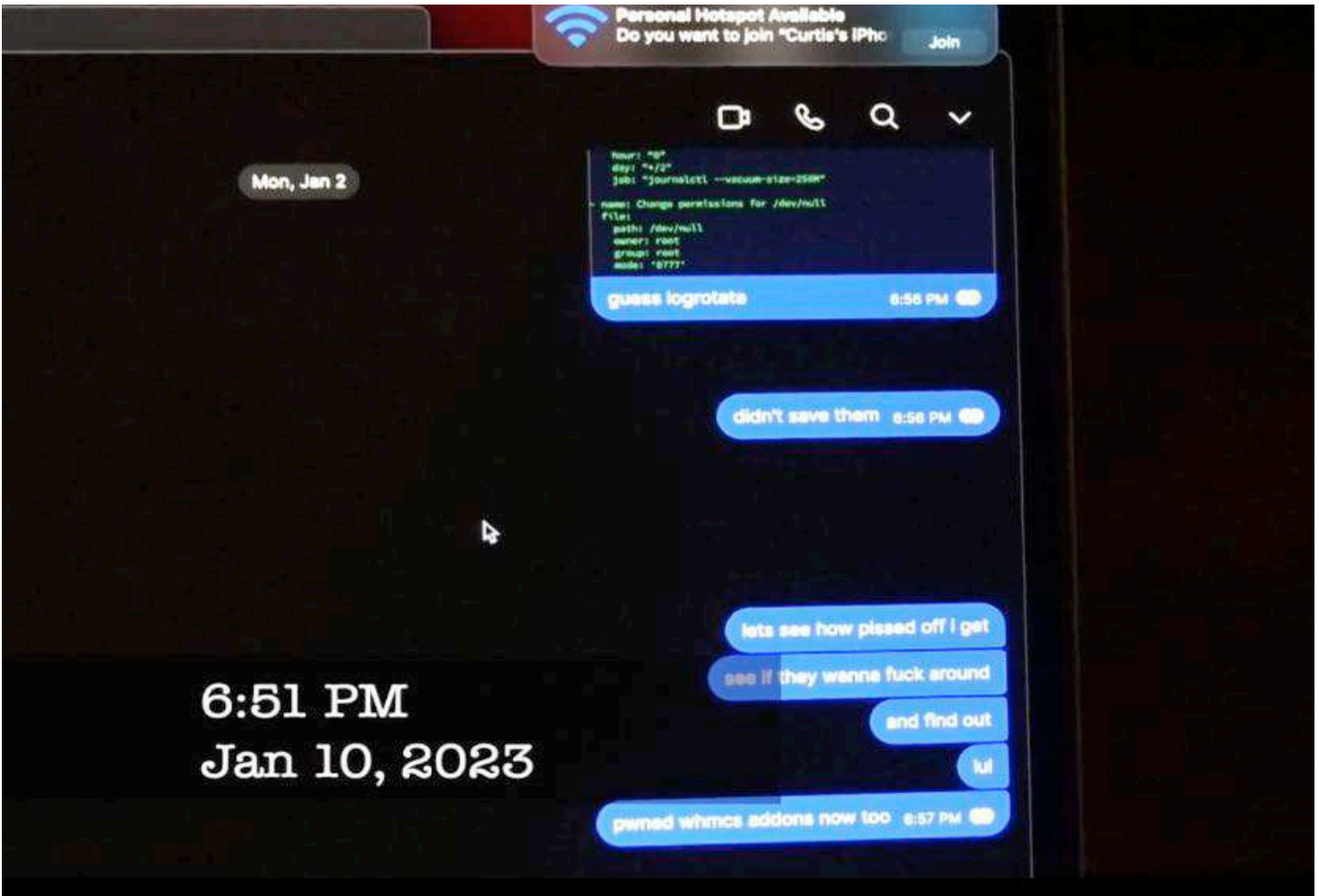
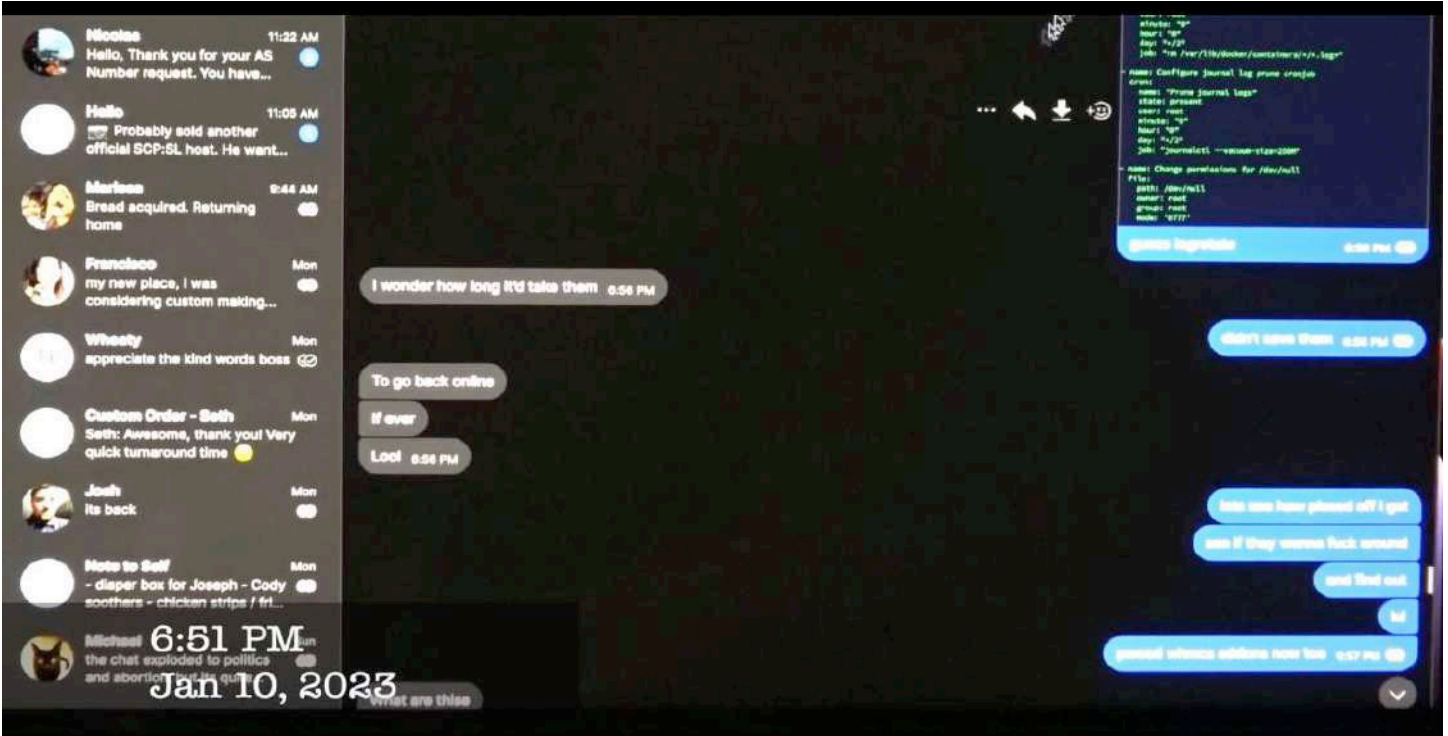
- name: Configure journal log prune cronjob
  cron:
    name: "Prune journal logs"
    state: present
    user: root
    minute: "0"
    hour: "0"
    day: "*/*"
    job: "rm /var/lib/docker/containers/*/*.*log*"

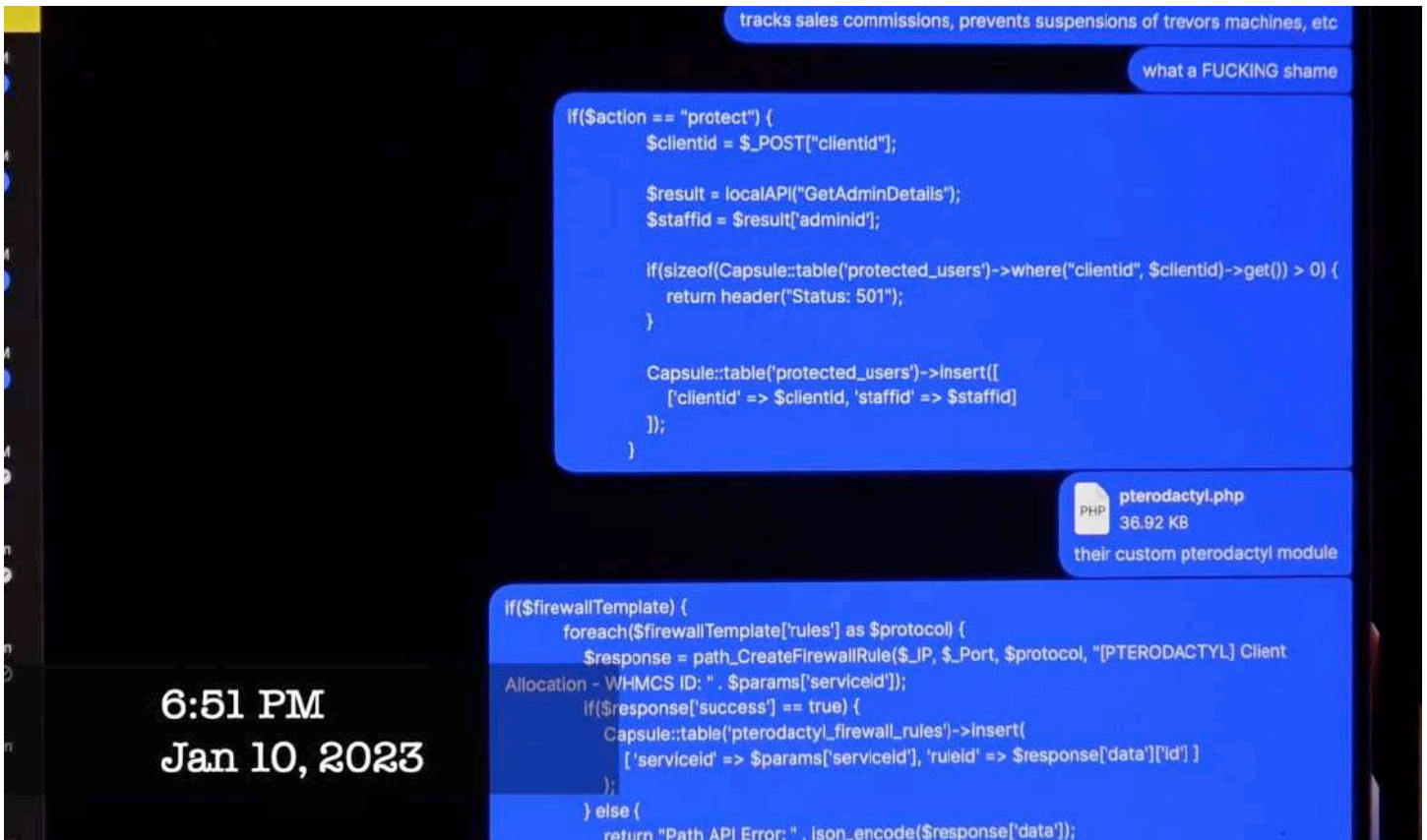
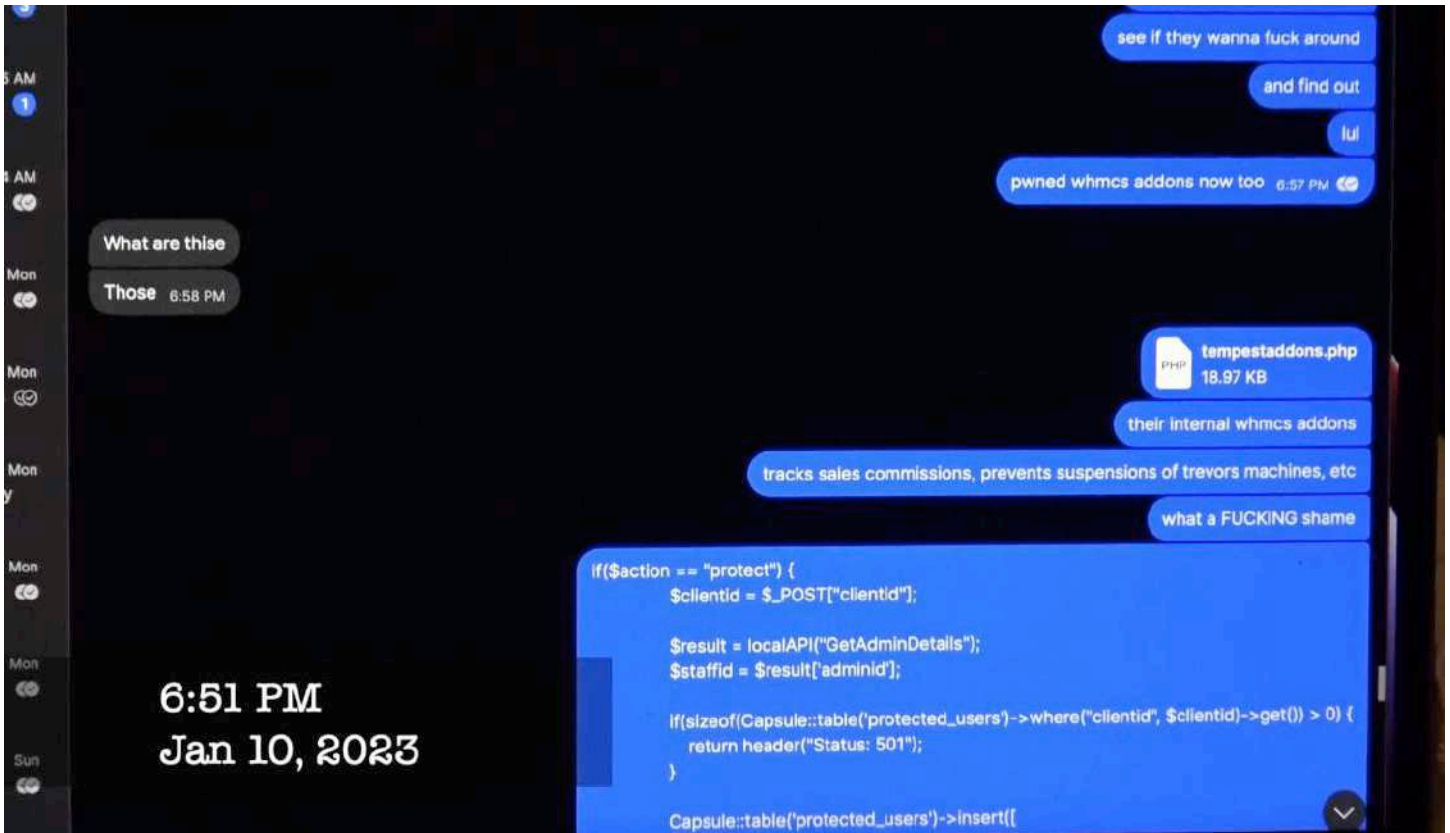
- name: Configure journal log prune cronjob
  cron:
    name: "Prune journal logs"
    state: present
    user: root
    minute: "0"
    hour: "0"
    day: "*/*"
    job: "journalctl --vacuum-size=250M"
```

6:50 PM  
Jan 10, 2023

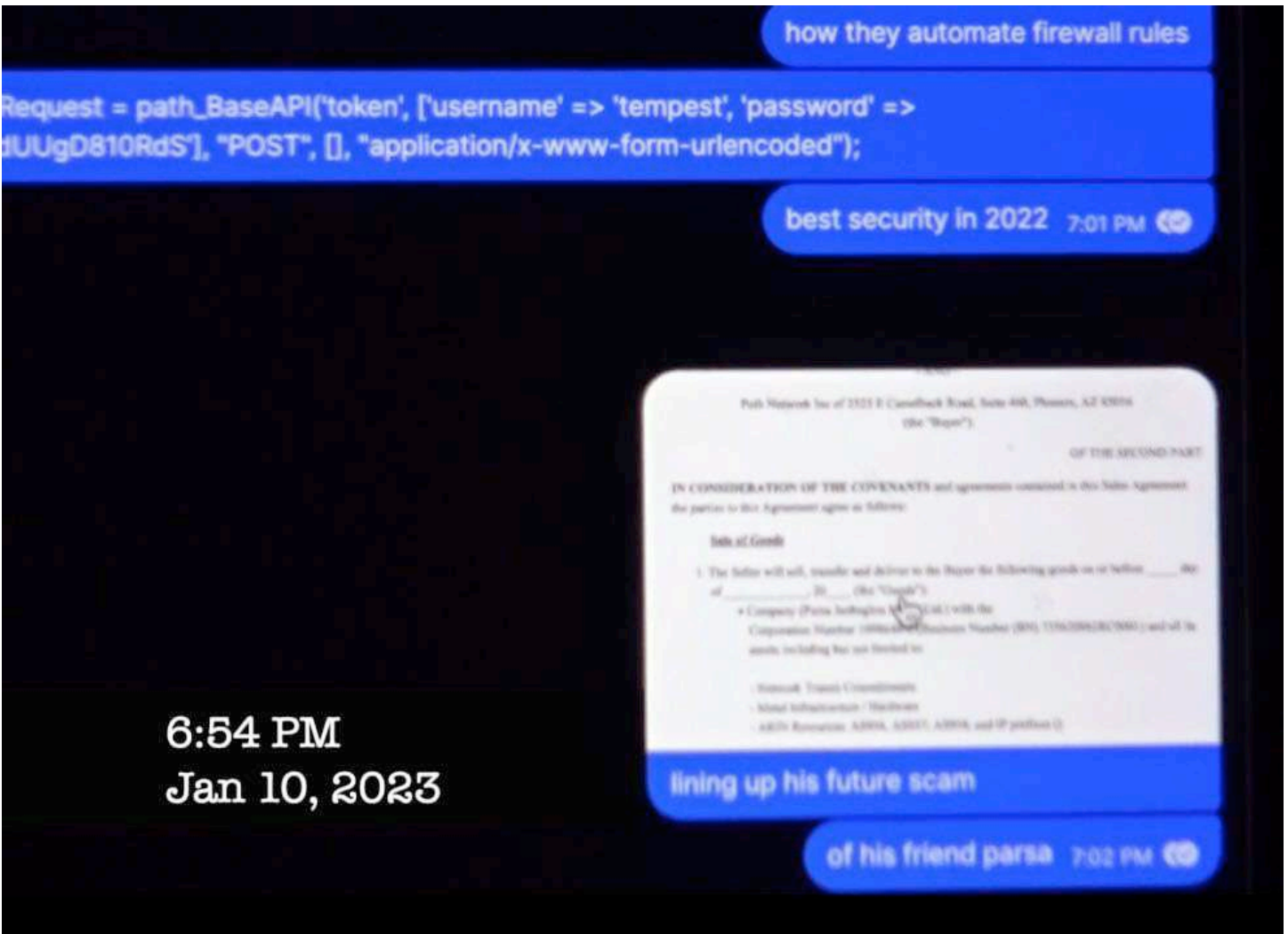
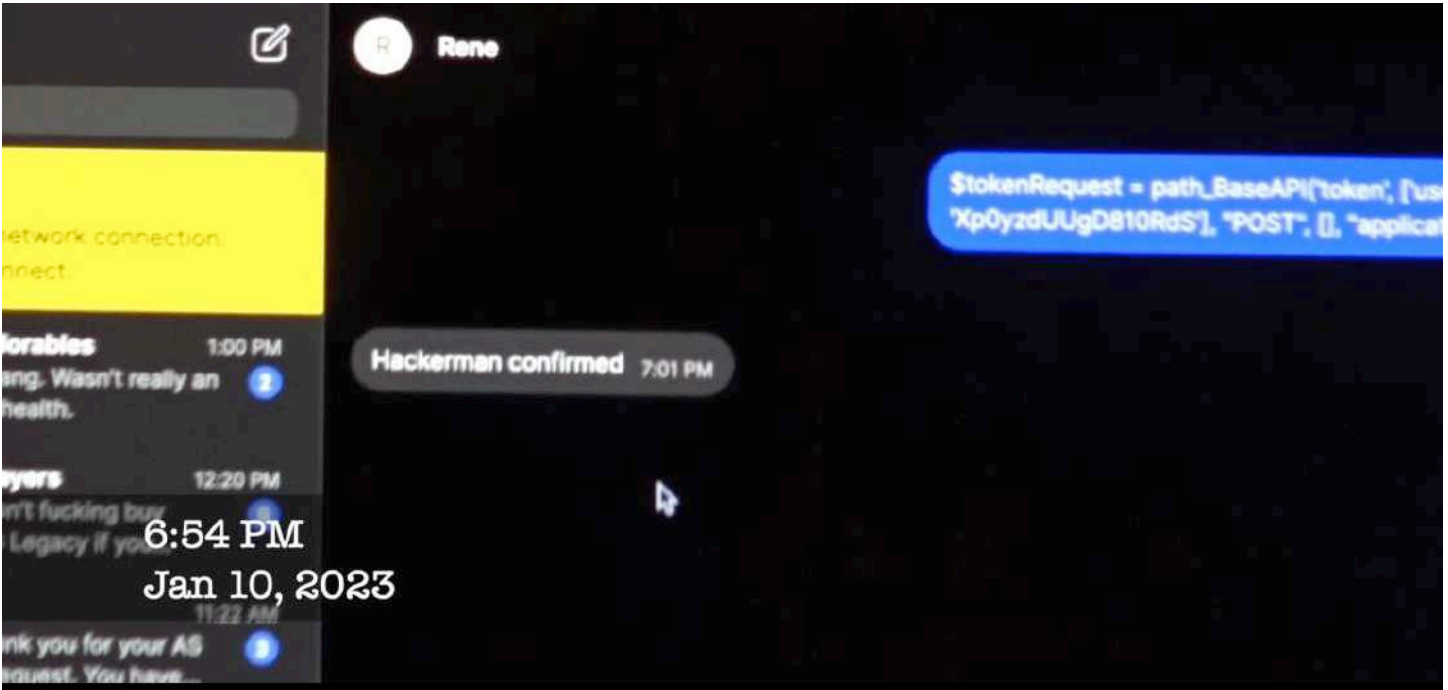
```
---
- name: Change permissions for /dev/null
  file:
    path: /dev/null
    mode: "0777"
    owner: root
    group: root
```

6:50 PM  
Jan 10, 2023









OF THE SECOND PART

**IN CONSIDERATION OF THE COVENANTS** and agreements contained in this Sales Agreement the parties to this Agreement agree as follows:

**Sale of Goods**

1. The Seller will sell, transfer and deliver to the Buyer the following goods on or before \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Goods"):

- Company (Parsa Janbeglou Media Ltd.) with the Corporation Number 1098648-8 (Business Number (BN) 735620882RC0001) and all its assets including but not limited to:
  - Network Transit Commitments
  - Metal Infrastructure / Hardware
  - ARIN Resources: AS956, AS957, AS958, and IP prefixes ()

6:54 PM

Rene  
01/02/2023 7:02 PM

- AND -

Path Network Inc of 2525 E Camelback Road, Suite 460, Phoenix, AZ 85016  
(the "Buyer")

OF THE SECOND PART

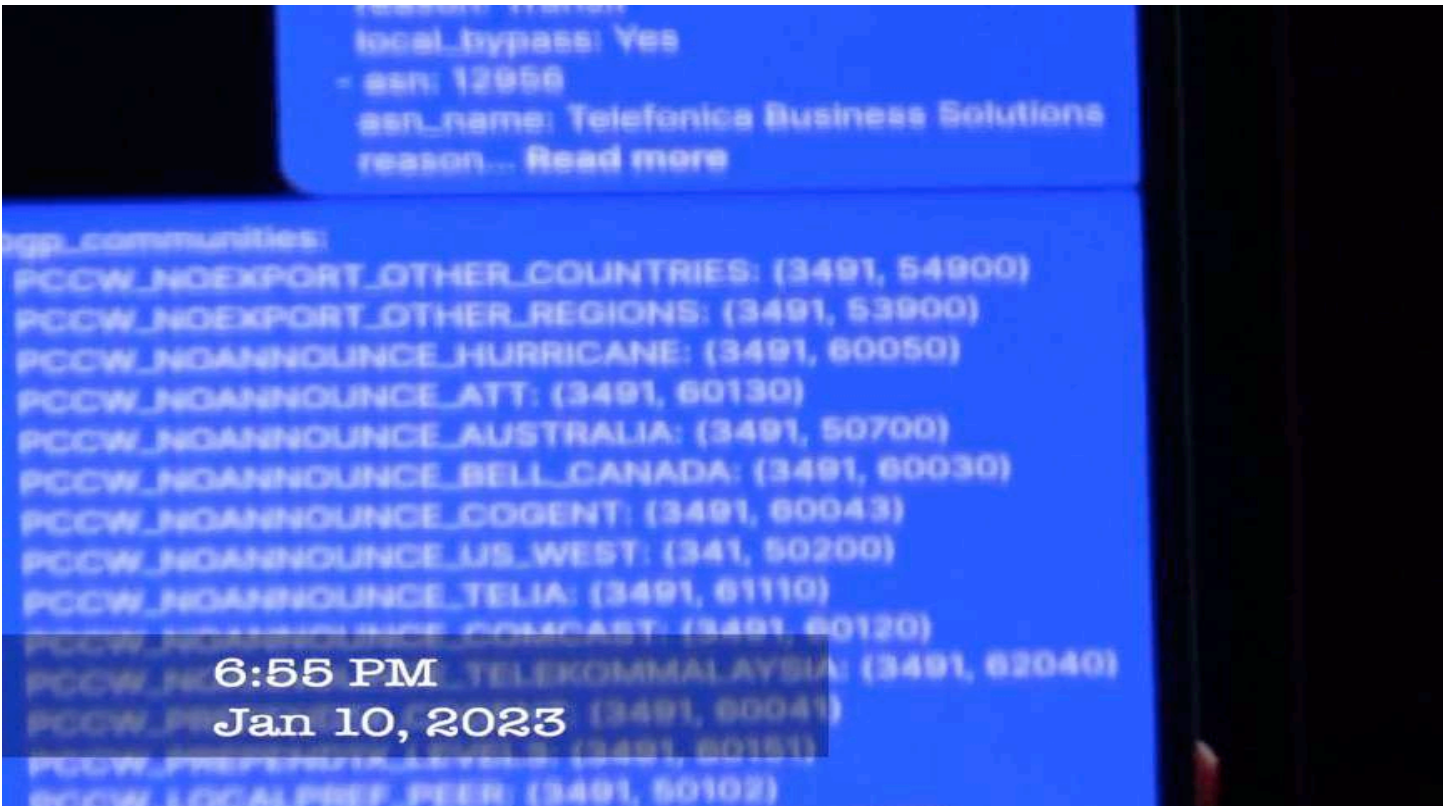
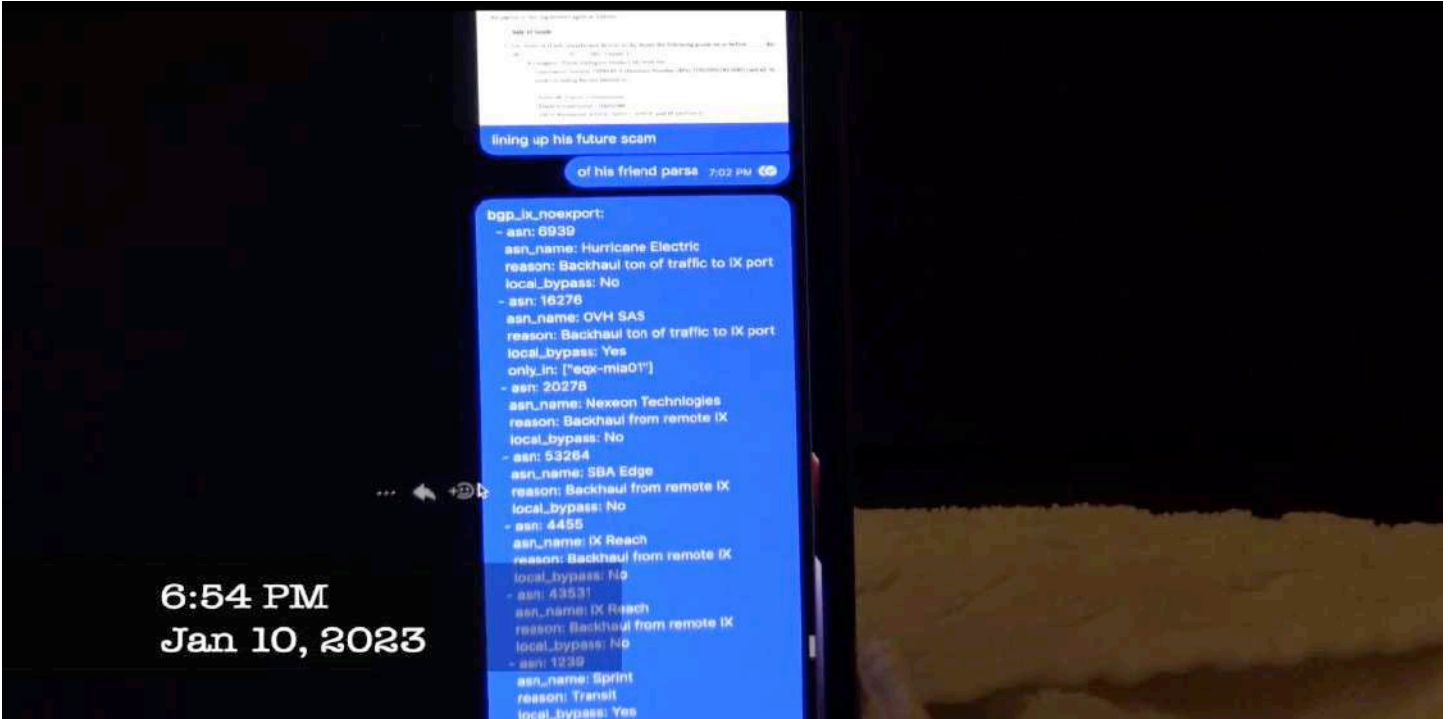
**IN CONSIDERATION OF THE COVENANTS** and agreements contained in this Sales Agreement the parties to this Agreement agree as follows:

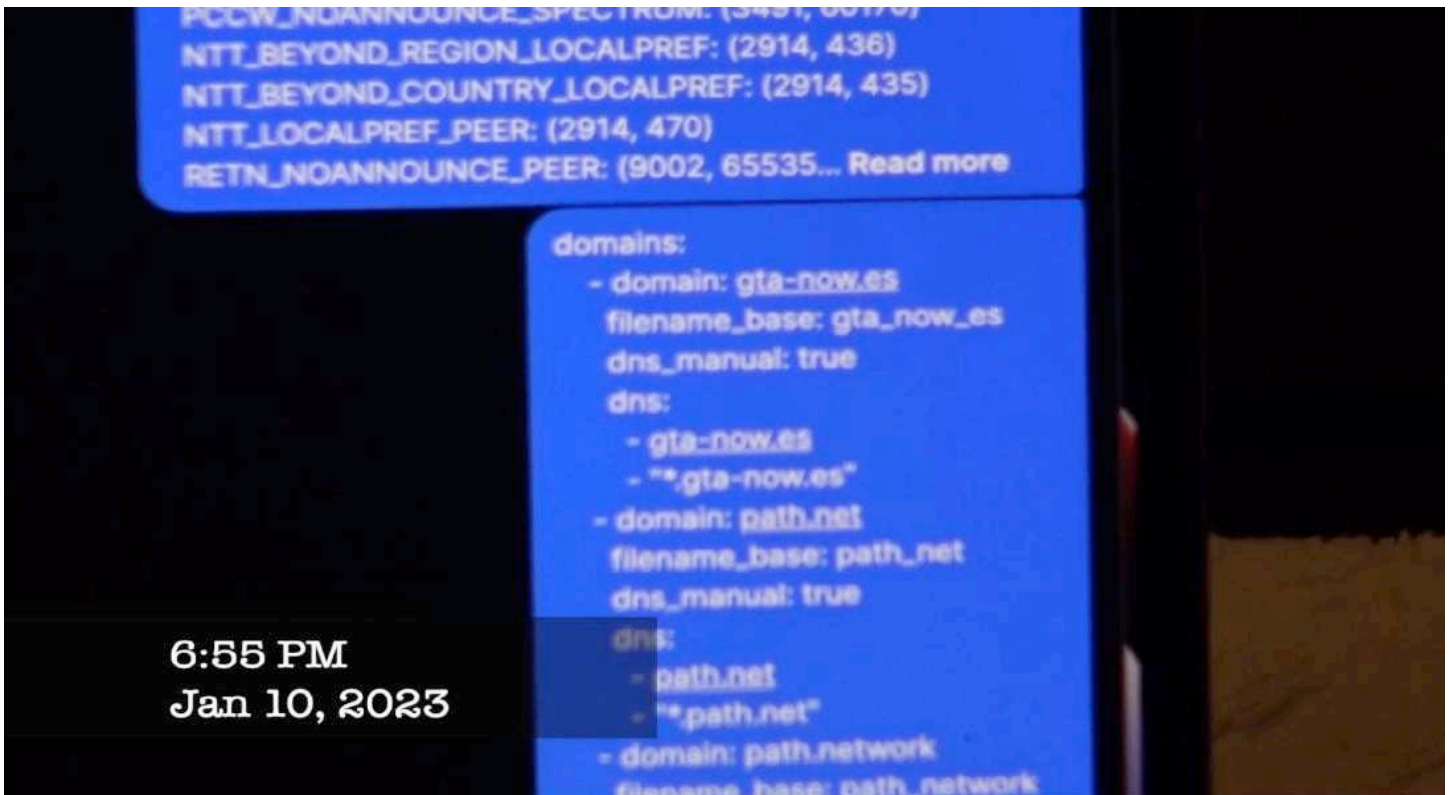
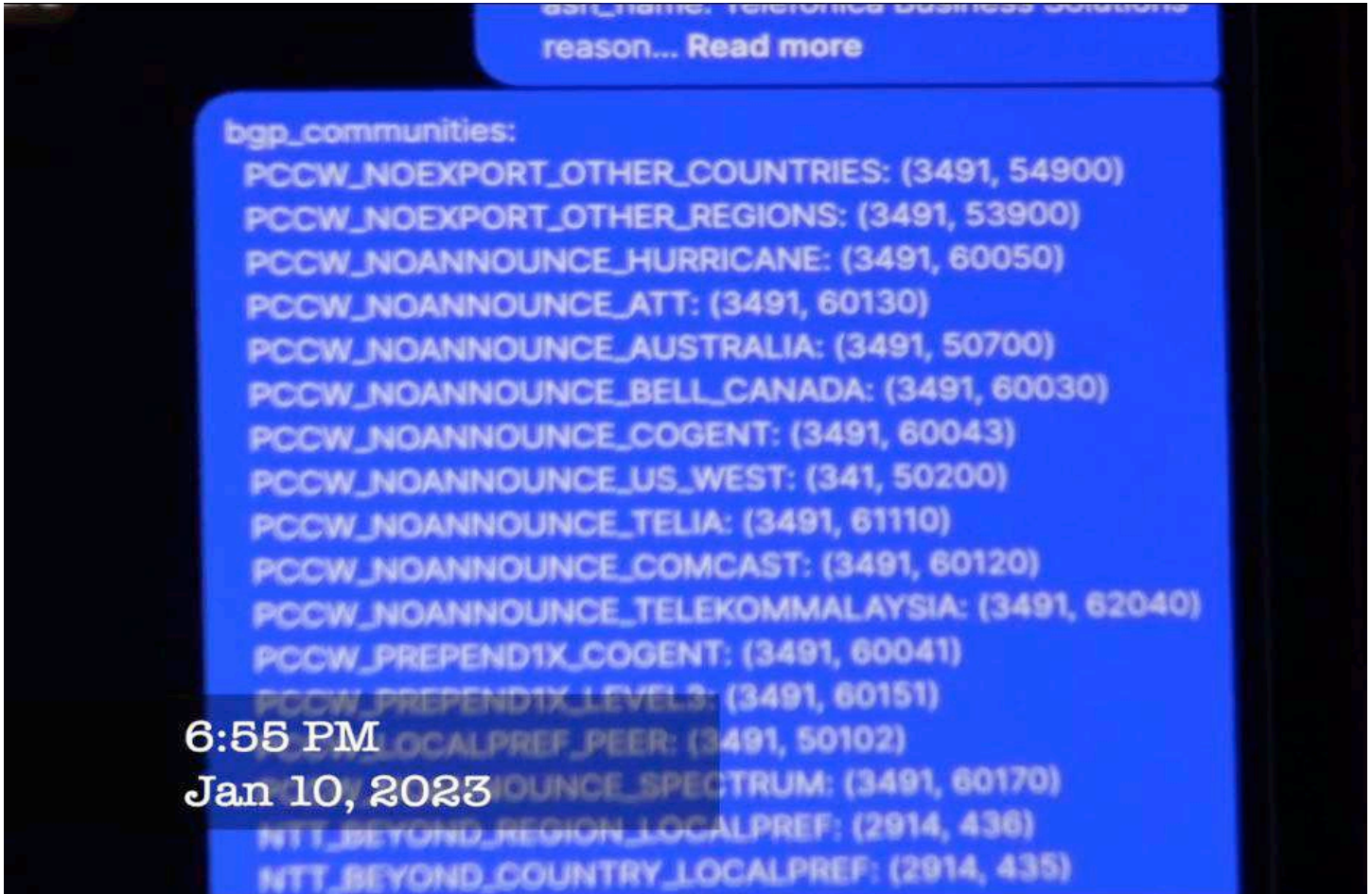
**Sale of Goods**

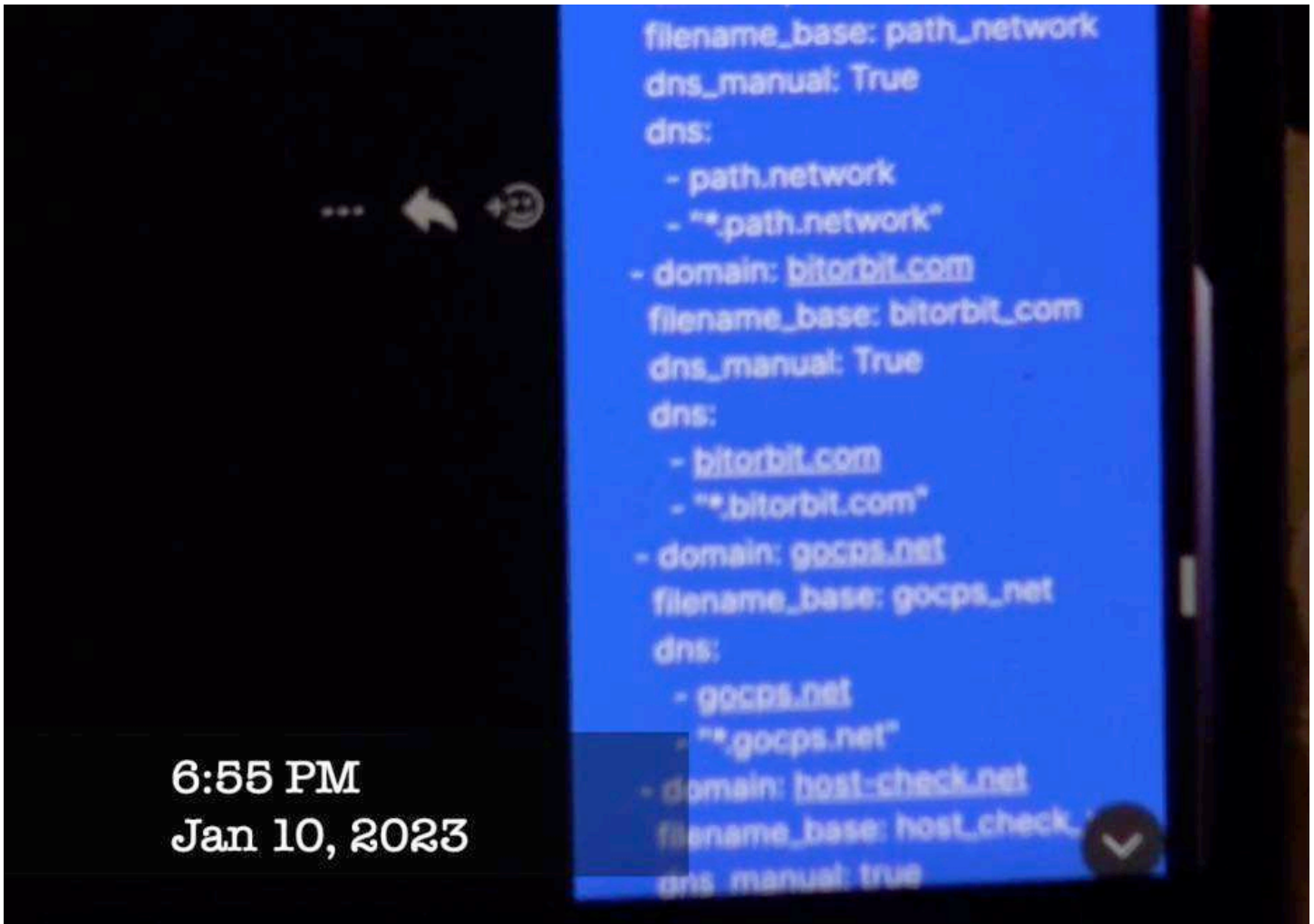
6:54 PM  
Jan 10, 2023

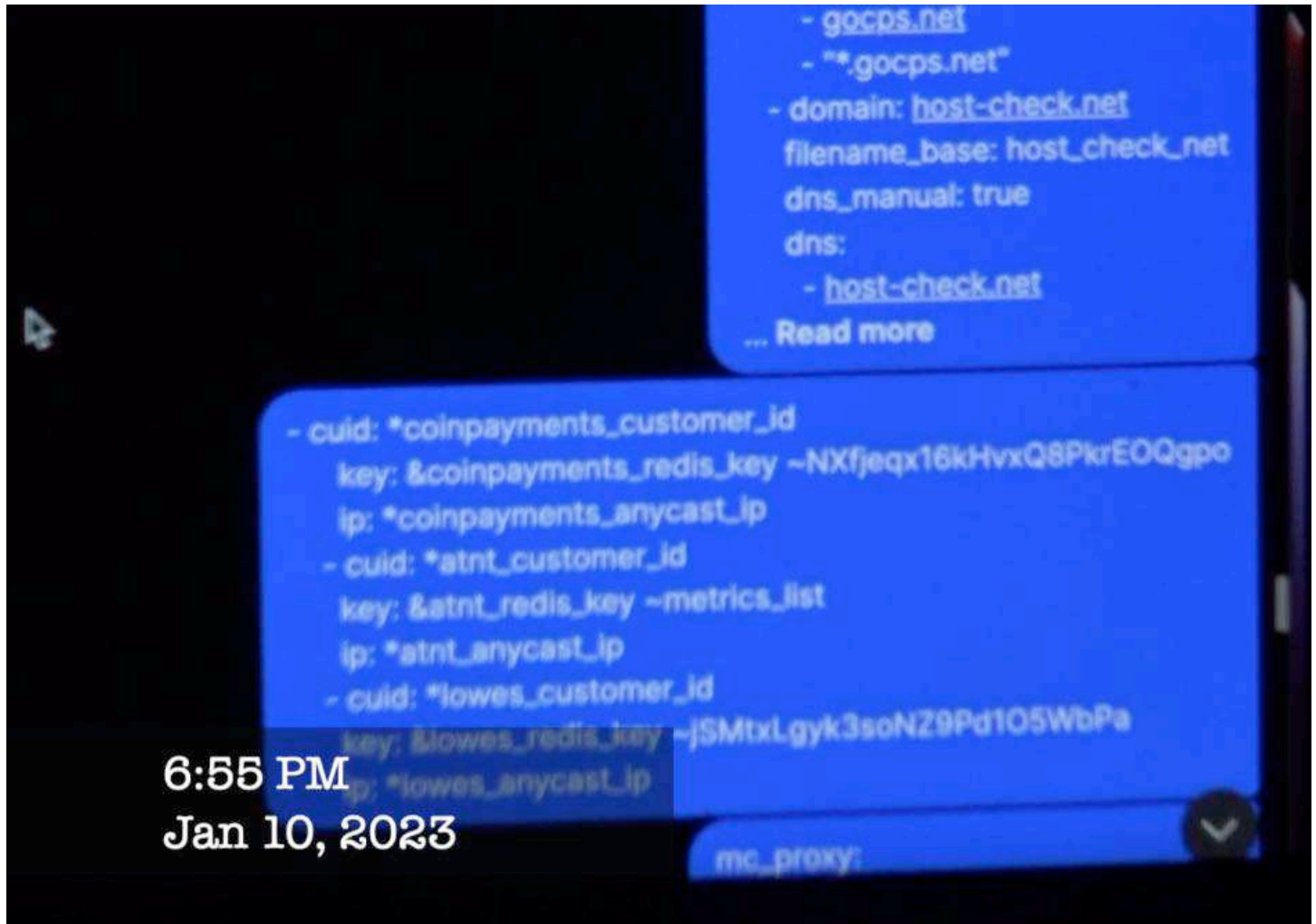
The Seller will sell, transfer and deliver to the Buyer the following goods on or before \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Goods"):

- Company (Parsa Janbeglou Media Ltd.) with the





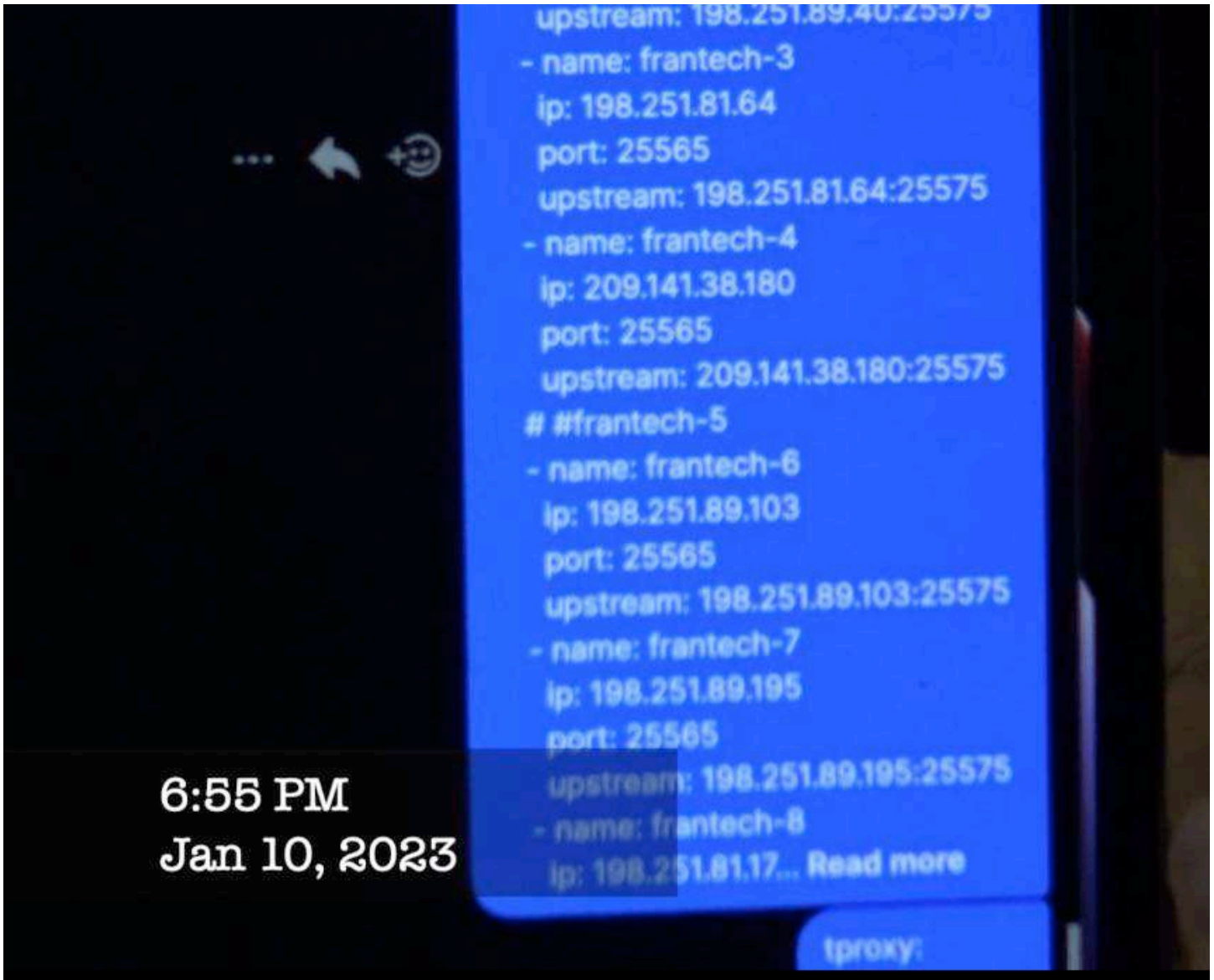


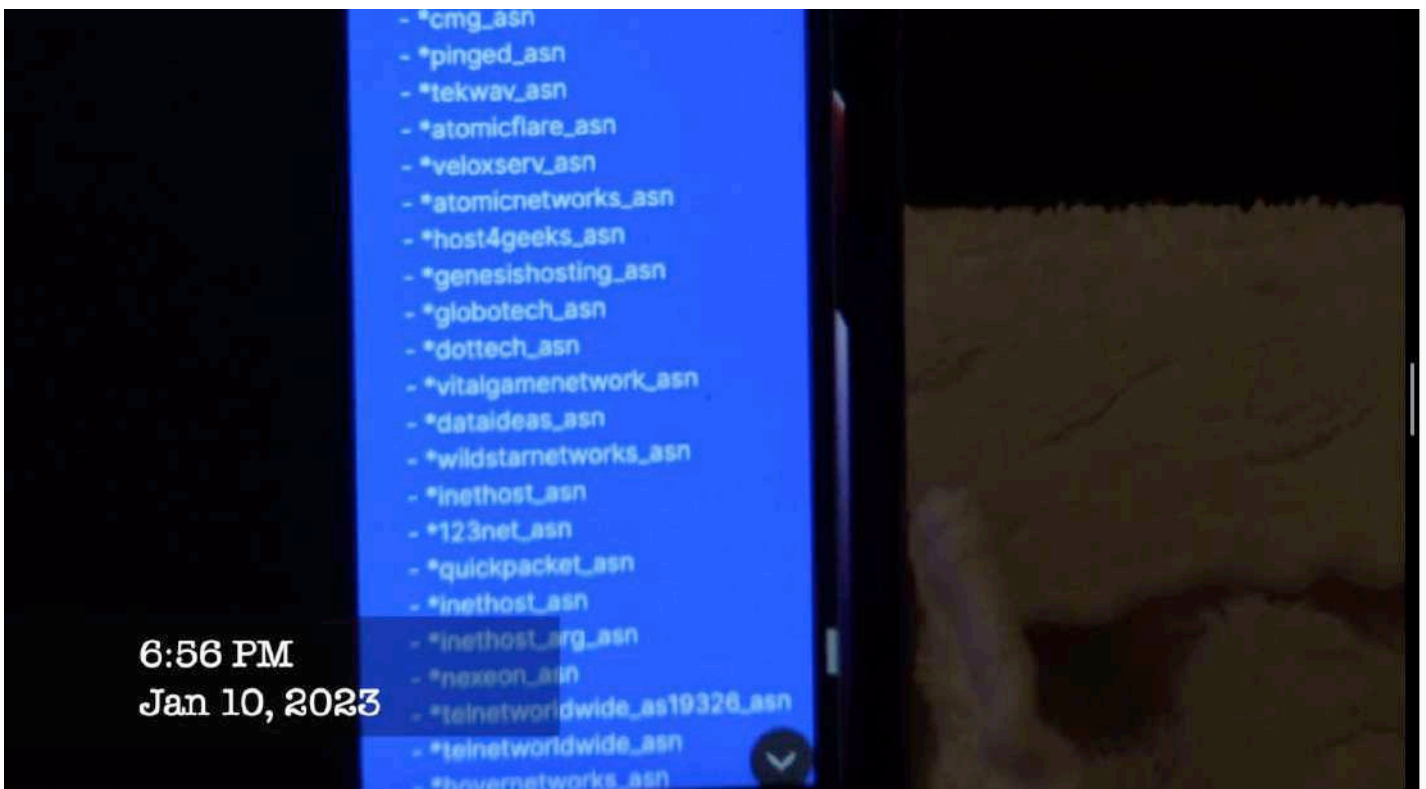
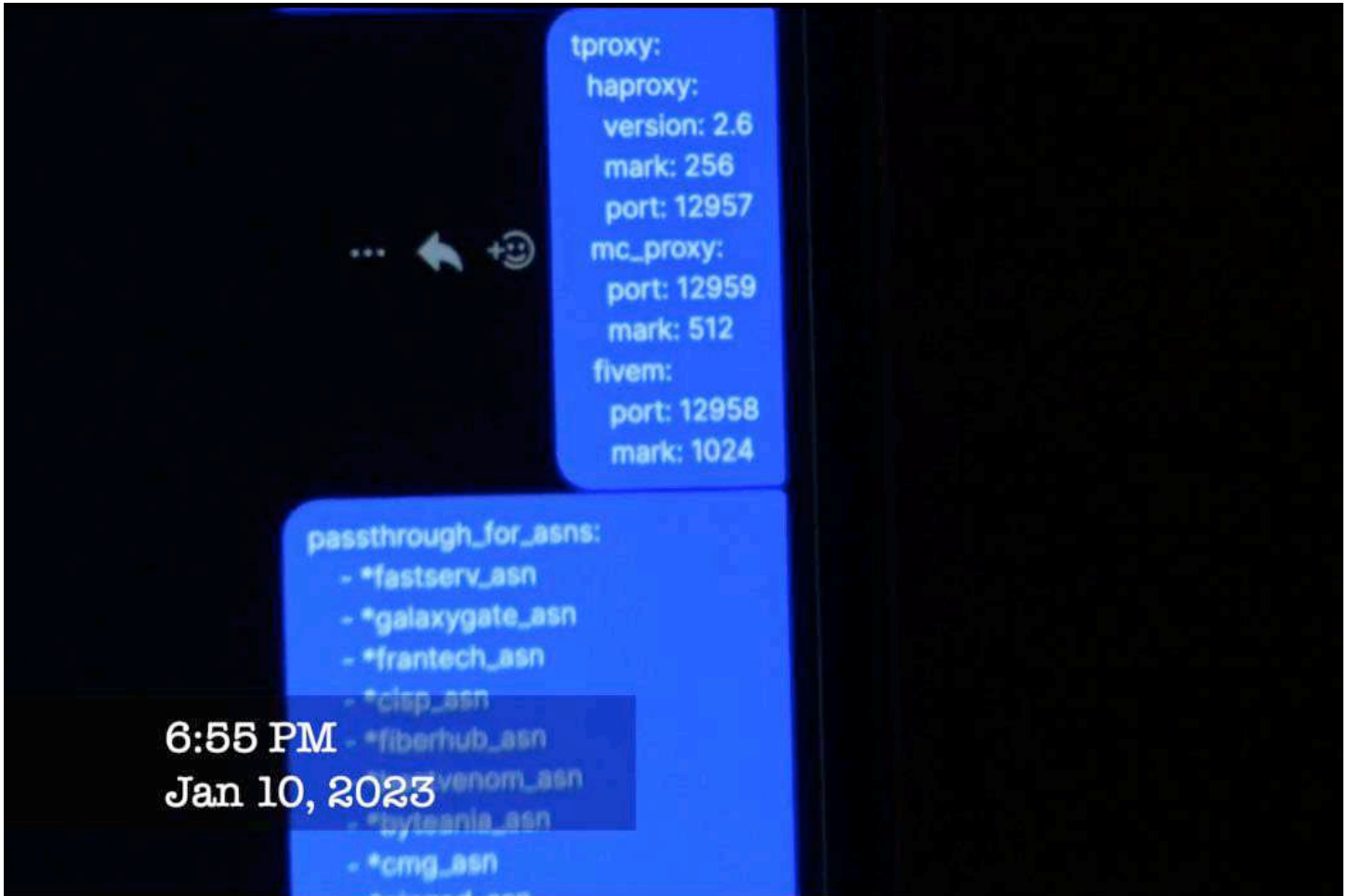


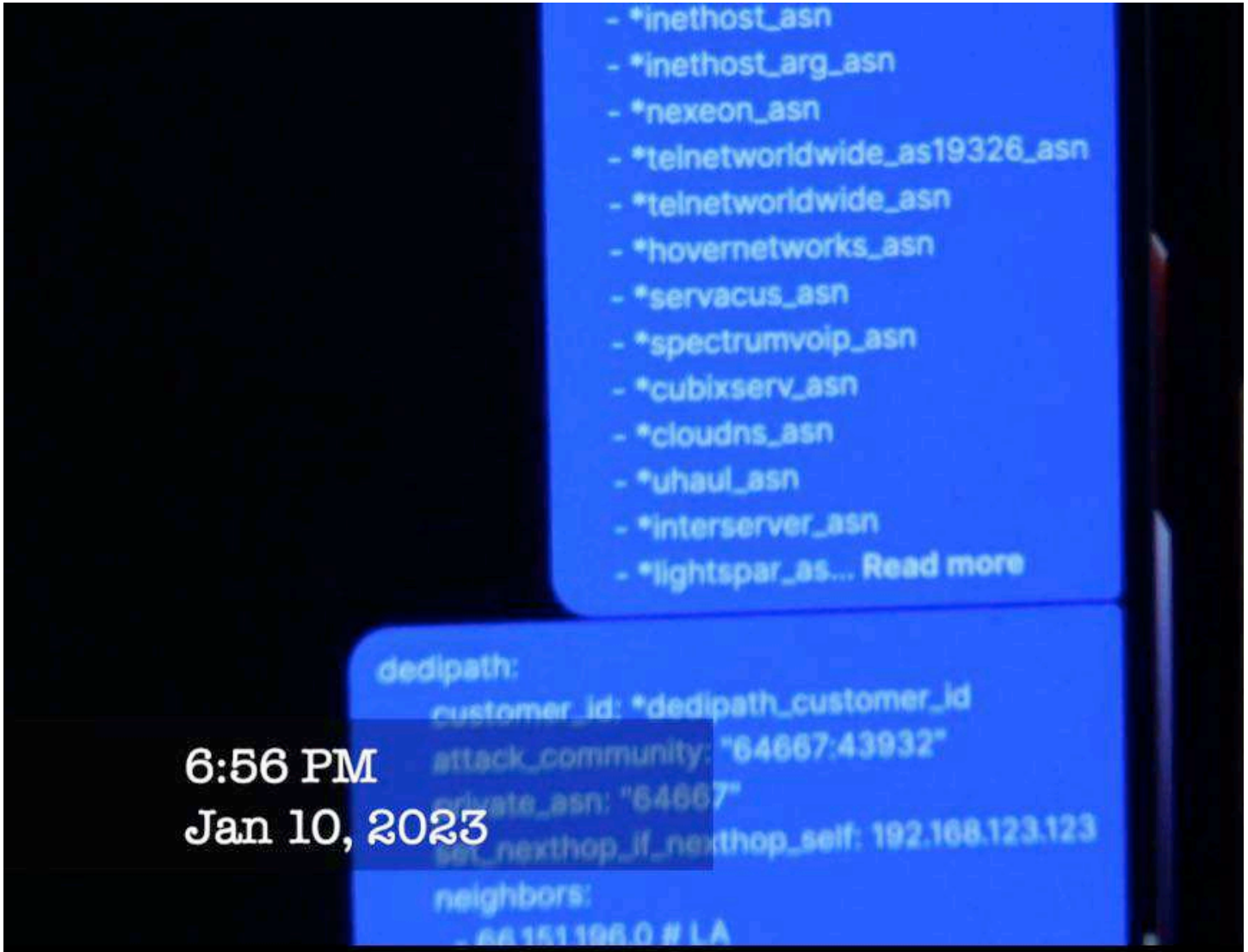
```
key: &atnt_redis_key ~metrics_list  
ip: *atnt_anycast_ip  
- cuid: *lowes_customer_id  
key: &lowes_redis_key ~jSMtxLgyk3soNZ9Pd1O5WbPa  
ip: *lowes_anycast_ip
```

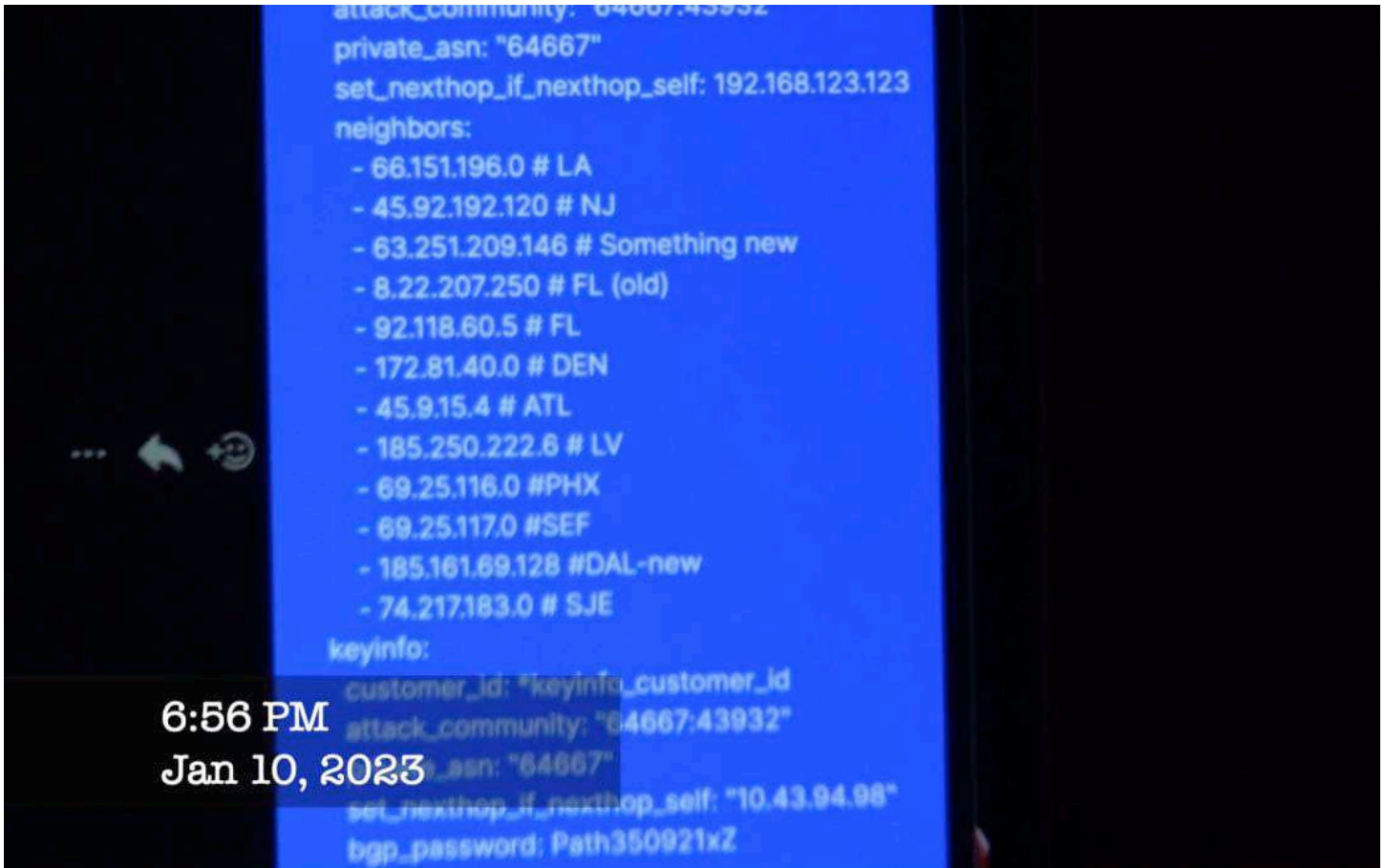
```
mc_proxy:  
clients:  
- name: nathan-1  
  ip: 205.220.231.28  
  port: 25565  
  upstream: 103.195.103.116:25565  
- name: frantech-1  
  ip: 198.251.89.128  
  port: 8887  
  upstream: 198.251.89.128:25575  
- name: frantech-2  
  ip: 198.251.89.40  
  port: 25565  
  upstream: 198.251.89.40:25575  
- name: frantech-3  
  ip: 198.251.81.64
```

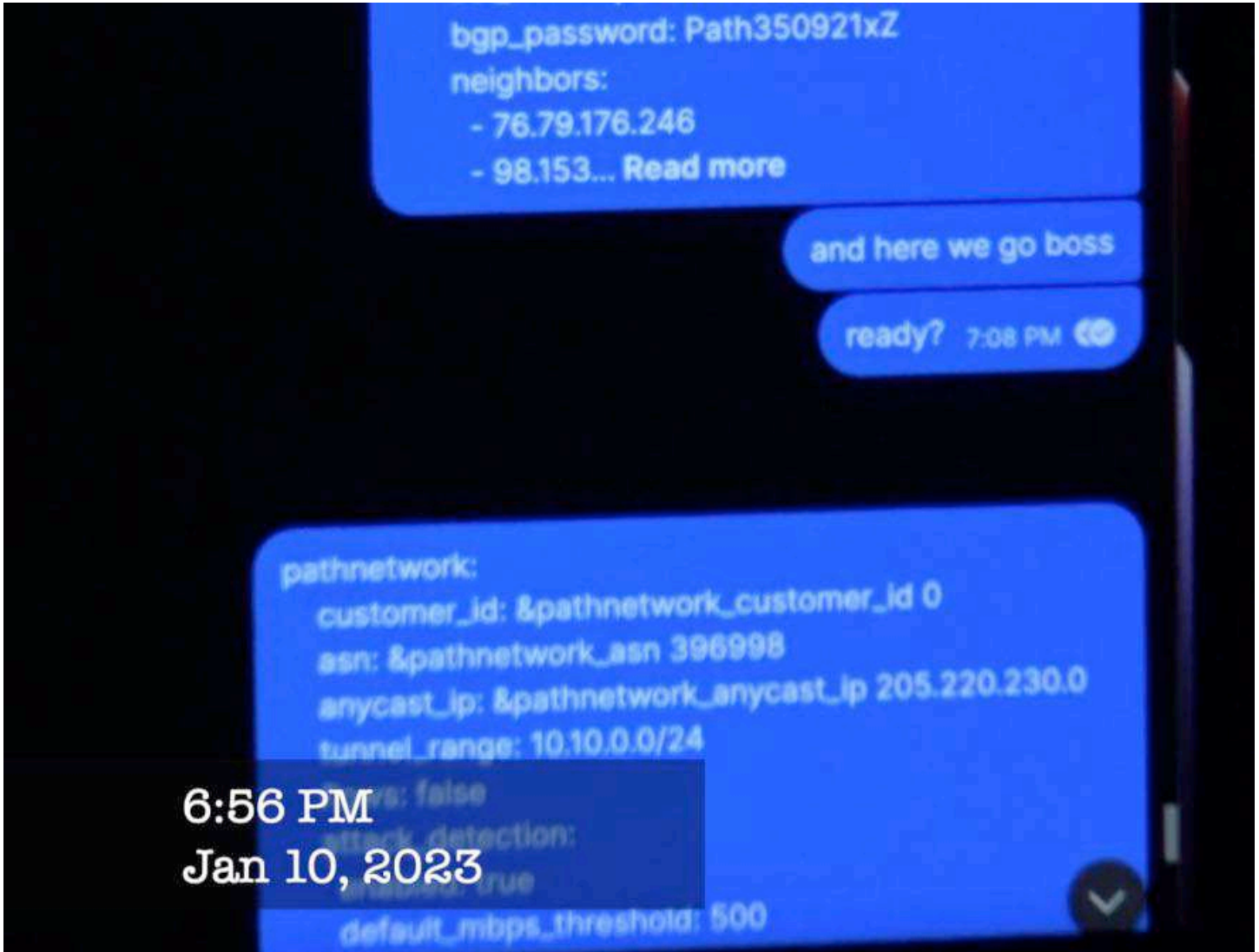
6:55 PM  
Jan 10, 2023

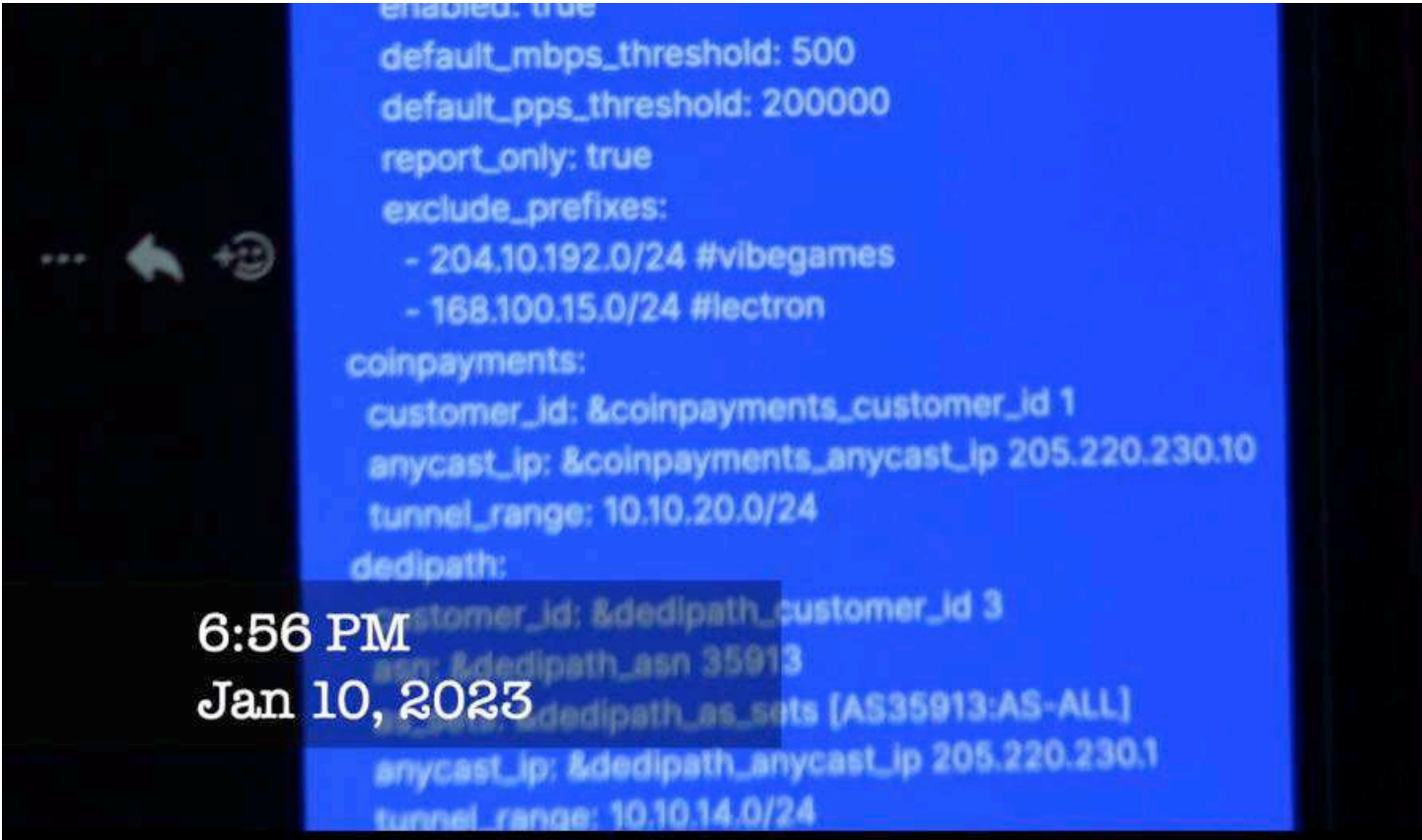










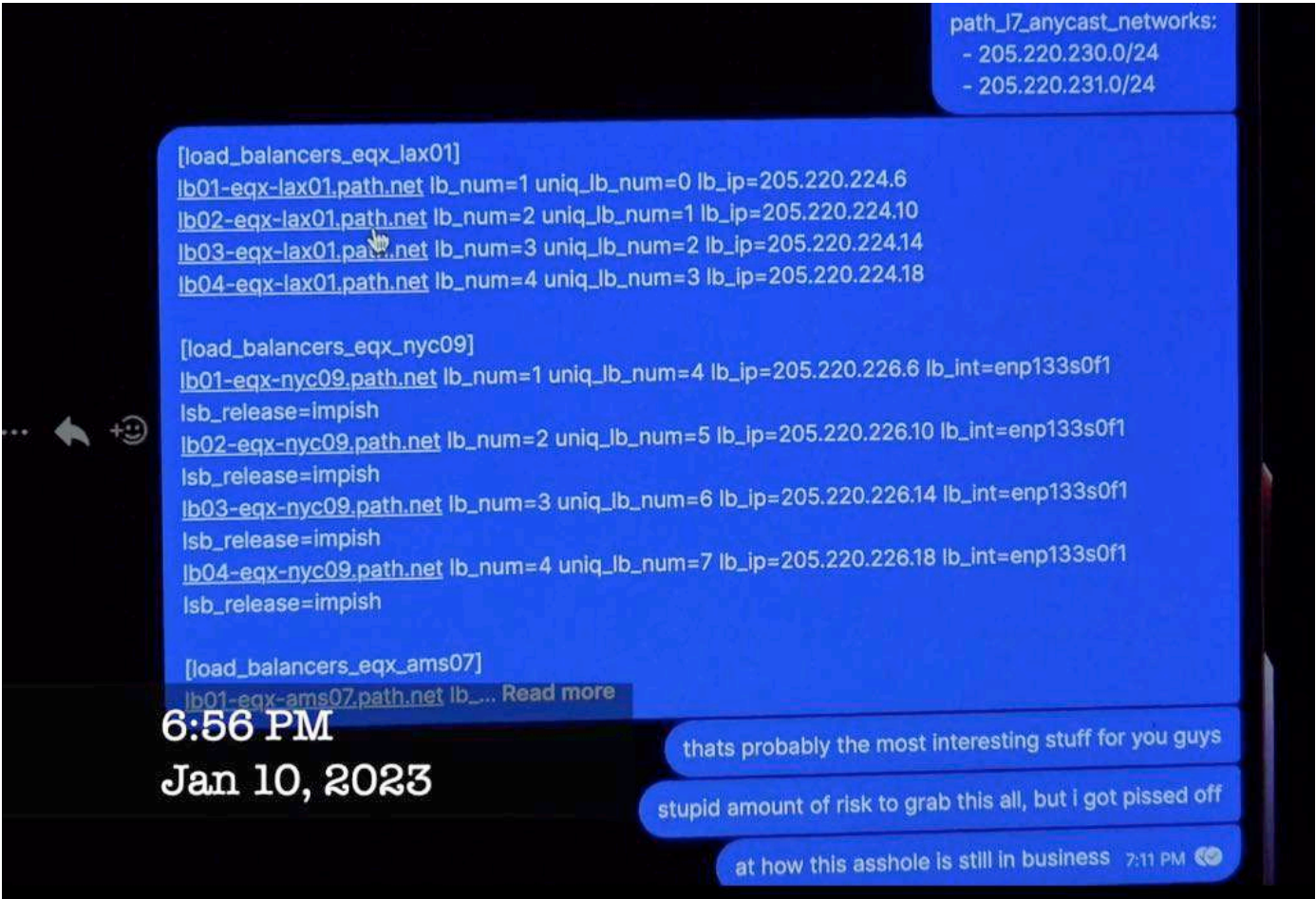


```
anycast_ip: &dedipath_anycast_ip 205.220.230.1  
tunnel_range: 10.10.14.0/24  
flows: [ne... Read more
```

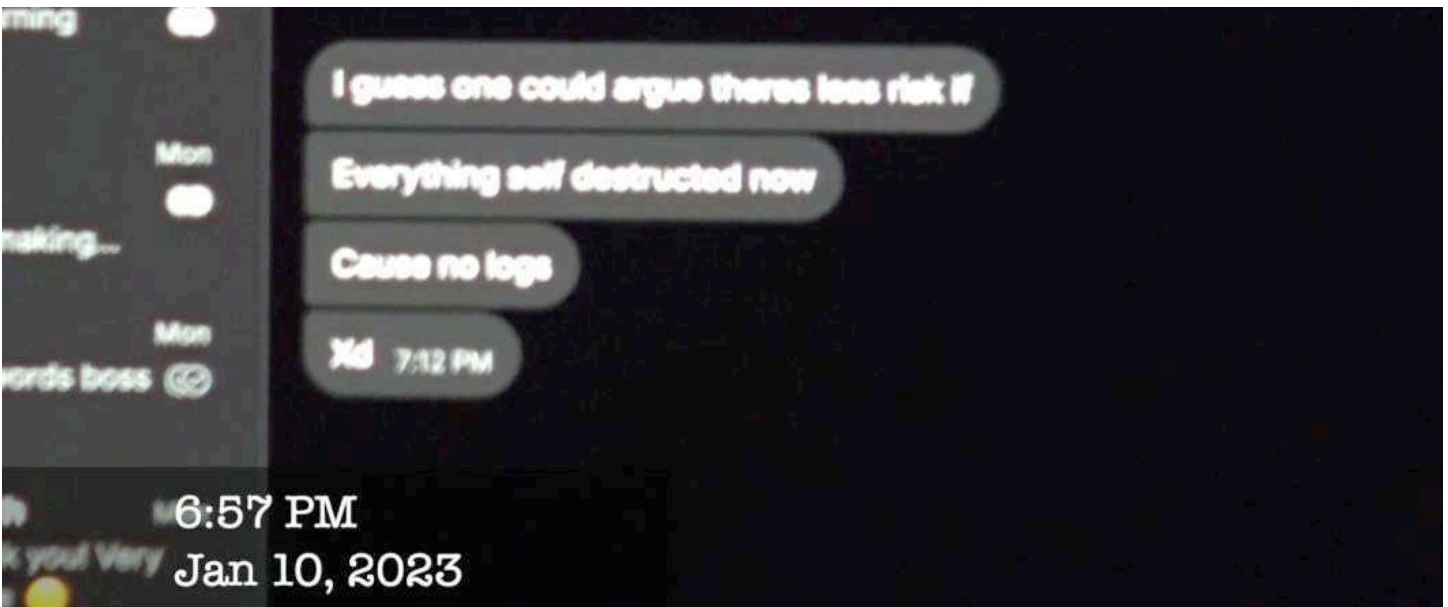
```
path:  
  as: &path_asn 396998  
path_anycast_networks:  
  - 206.71.159.0/23  
  - 199.231.233.0/24  
  - 142.252.252.0/22  
  - 136.175.222.0/23  
path_J7_anycast_networks:  
  - 205.220.230.0/24  
  - 205.220.231.0/24
```

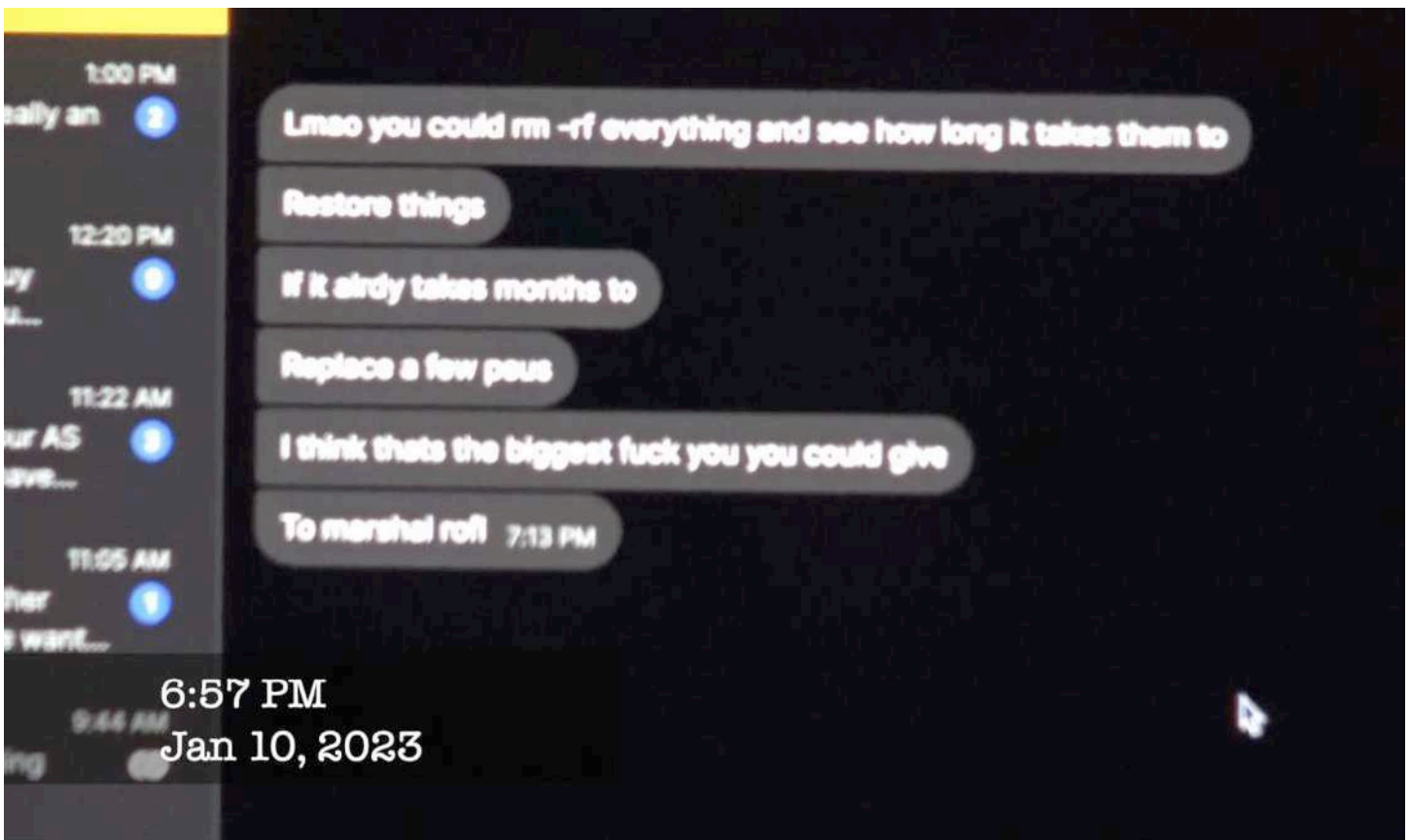
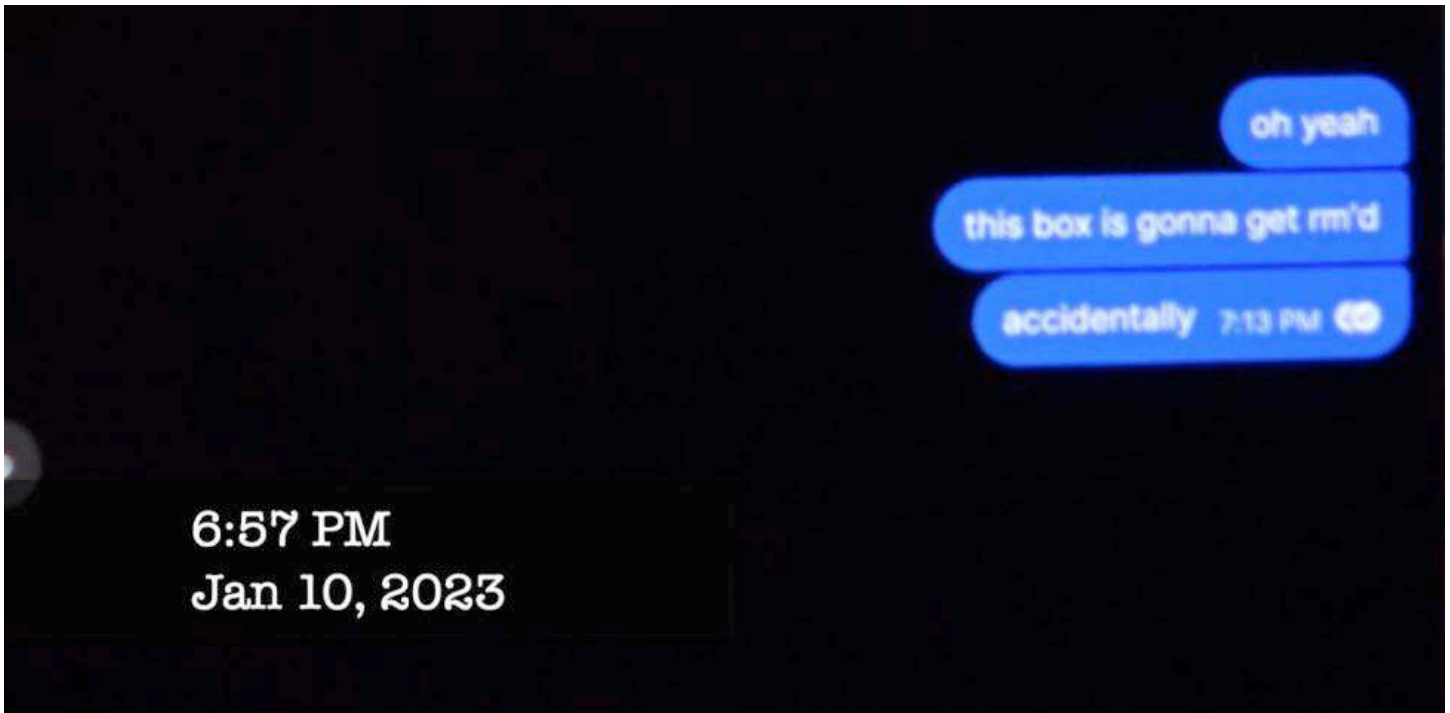
```
ax0T]  
at lb_num=1 uniq_lb_num=0 lb_ip=205.220.224.6  
at lb_num=1 uniq_lb_num=1 lb_ip=205.220.224.10  
at lb_num=3 uniq_lb_num=2 lb_ip=205.220.224.14  
at lb_num=4 uniq_lb_num=3 lb_ip=205.220.224.18
```

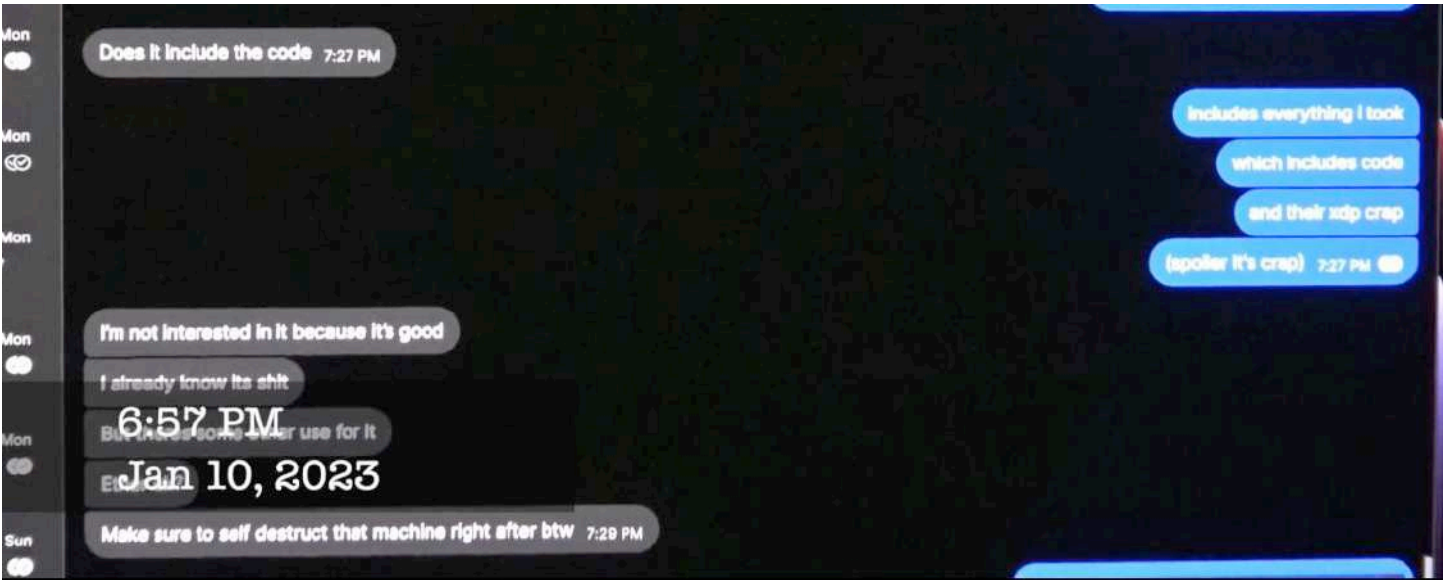
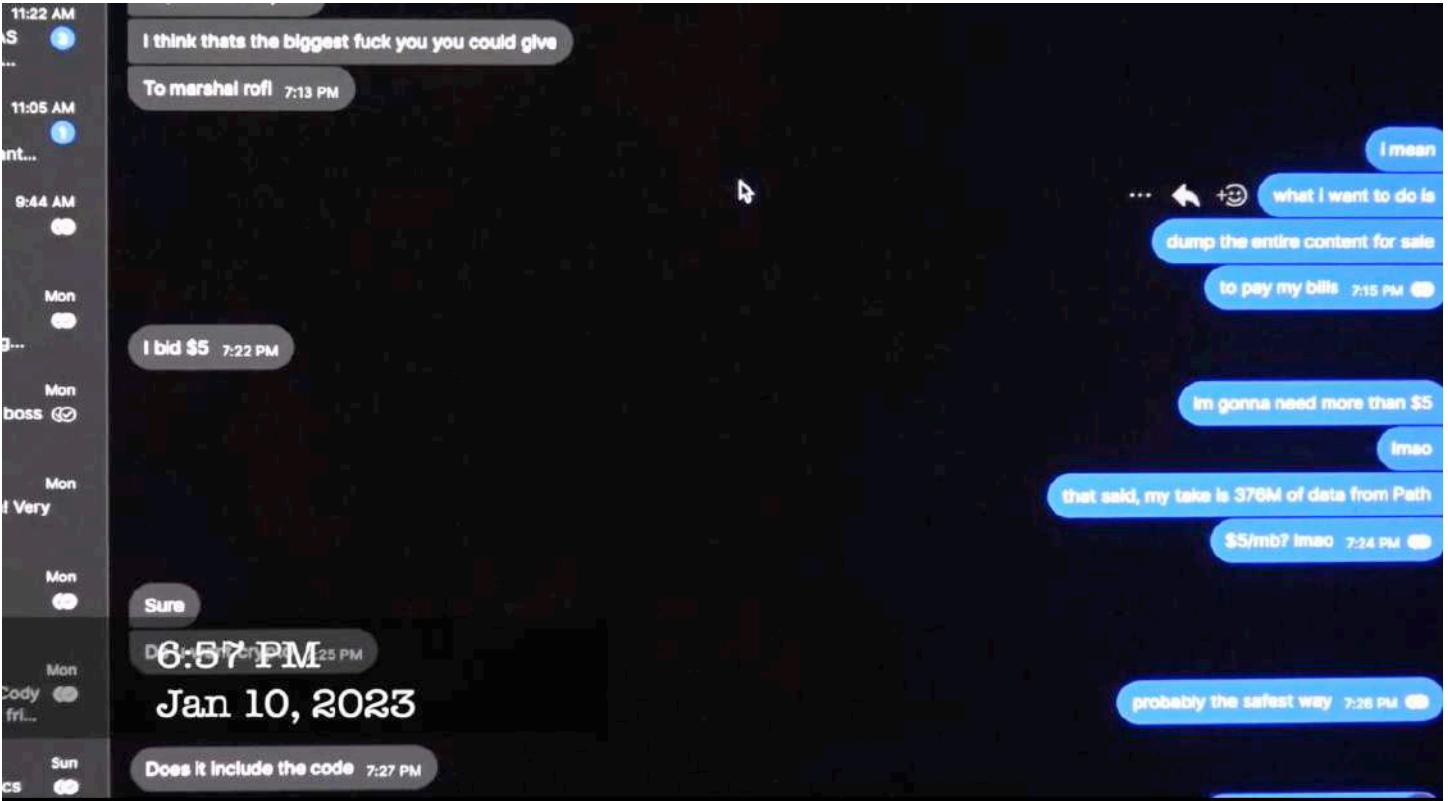
6:56 PM  
Jan 10, 2023

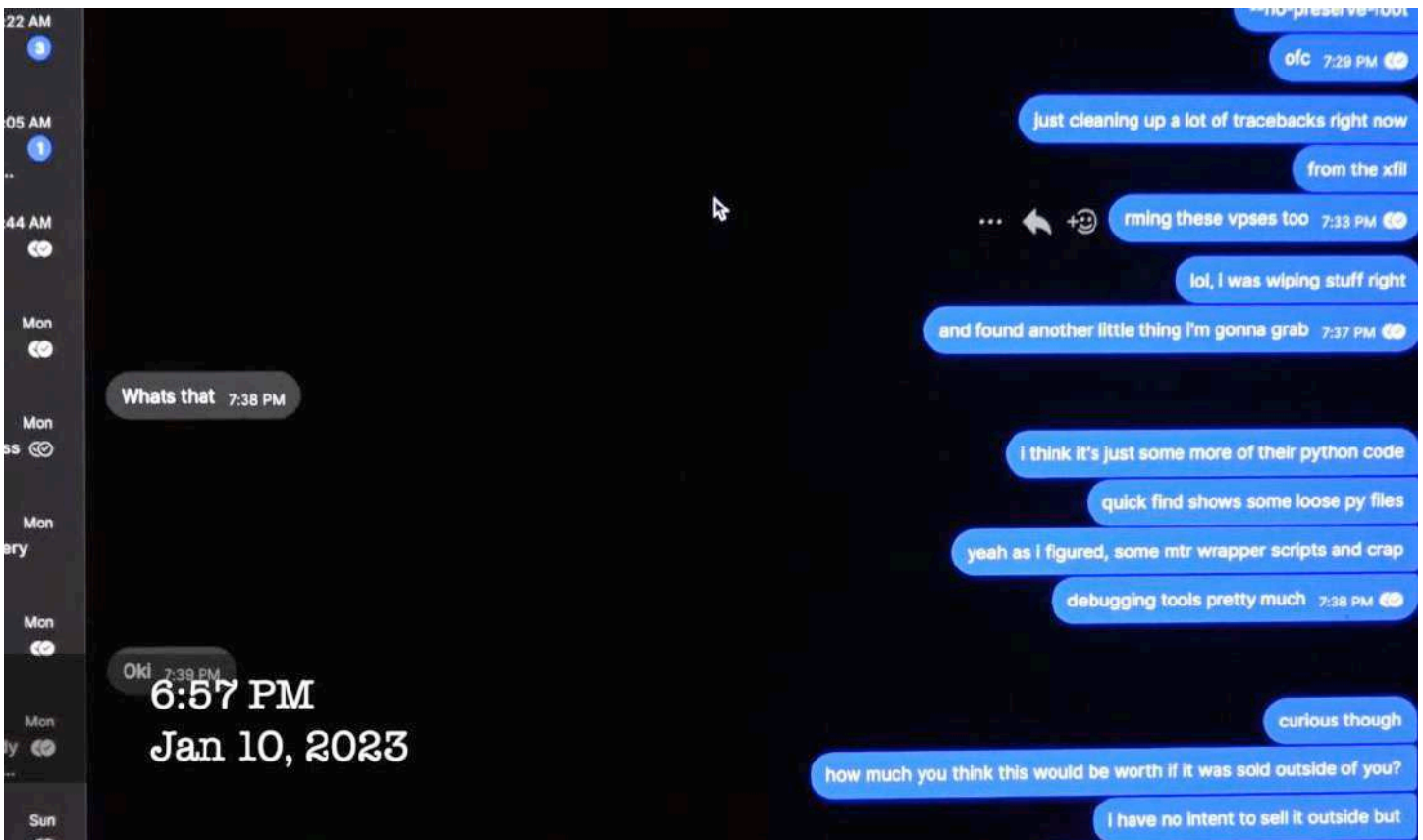
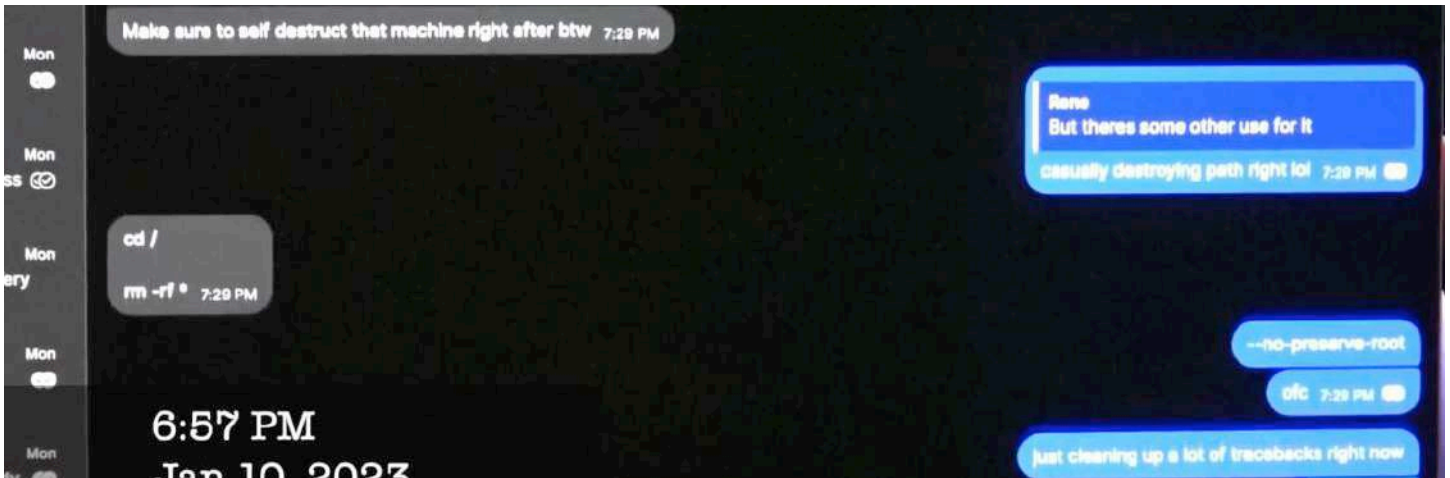


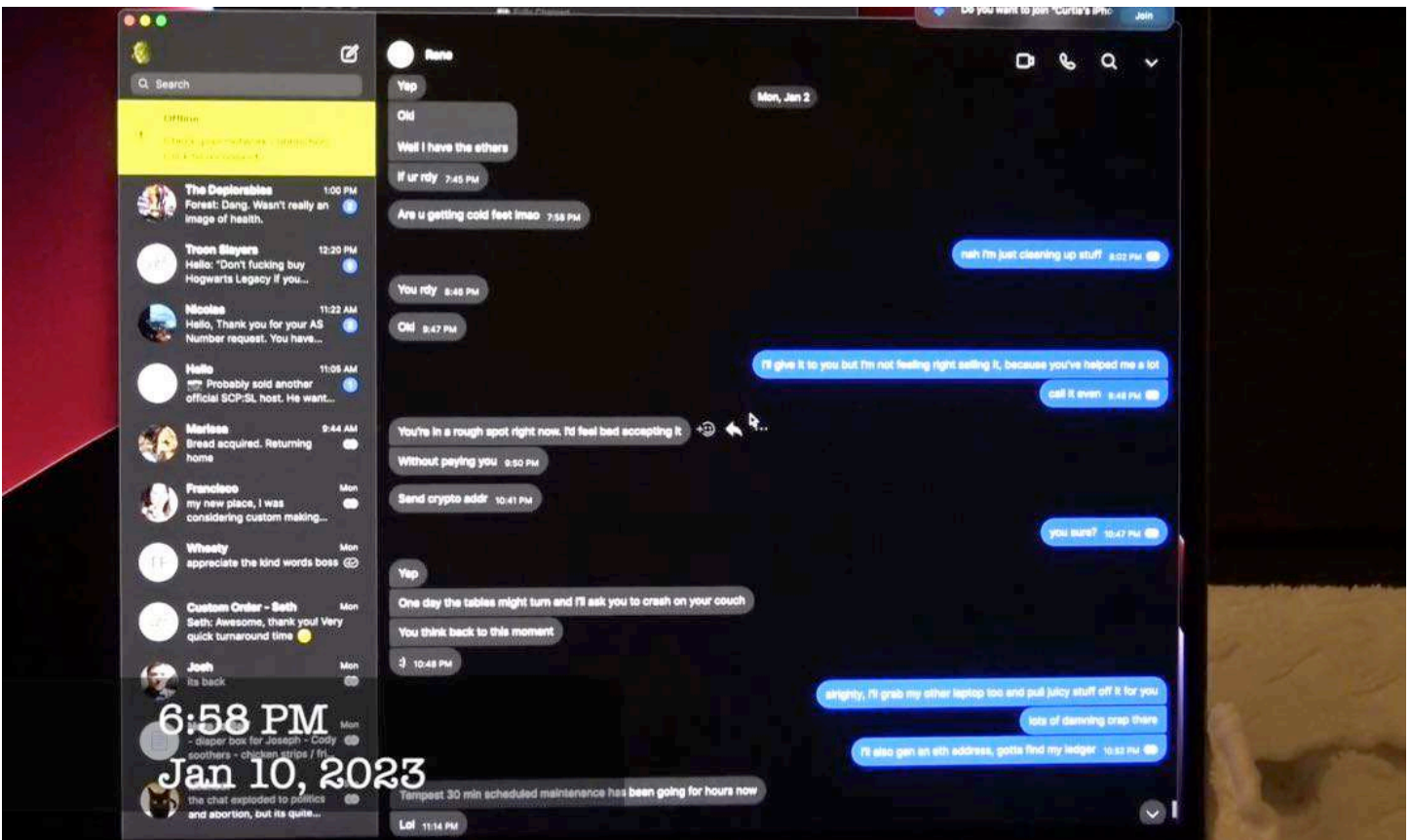
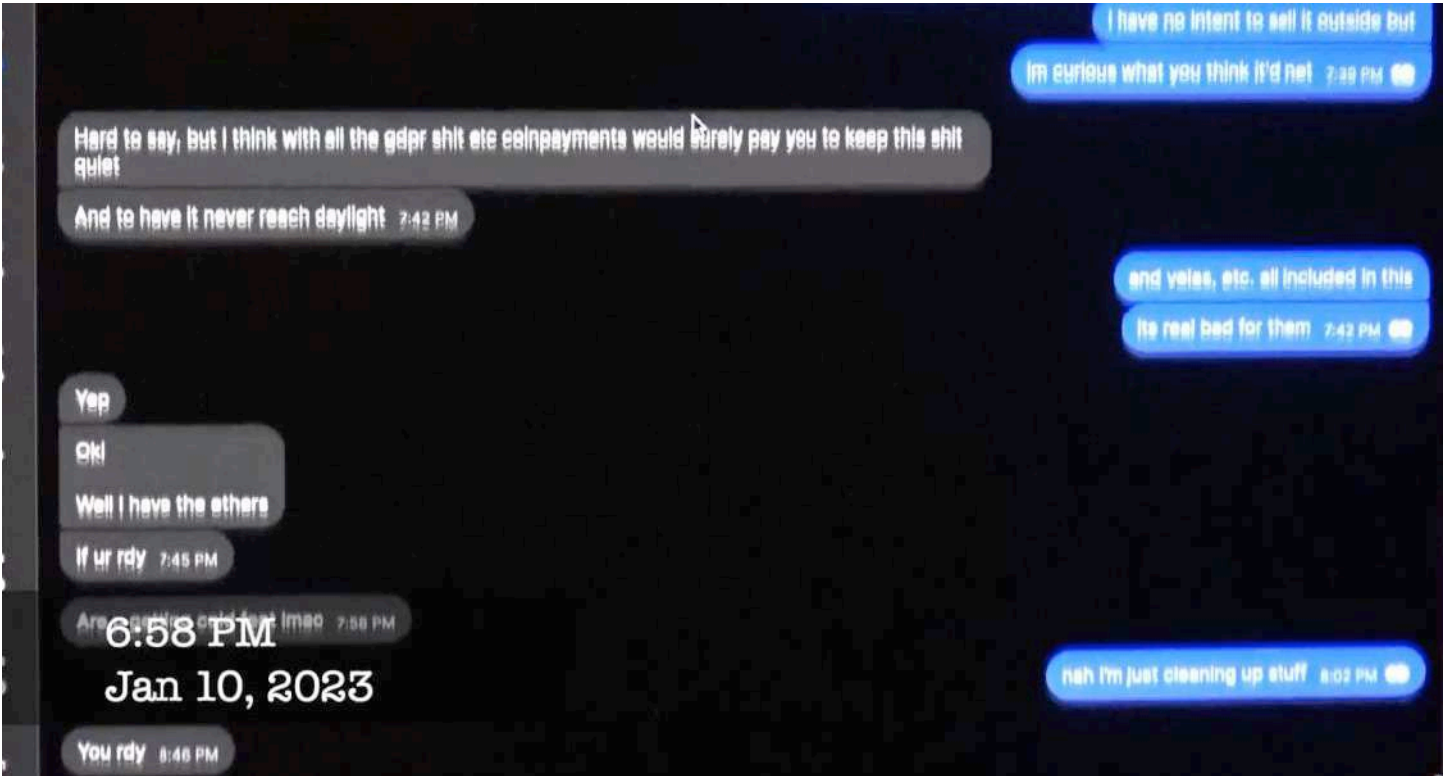
Message Broken up – shows what each person says, from the left side of the screen then the right

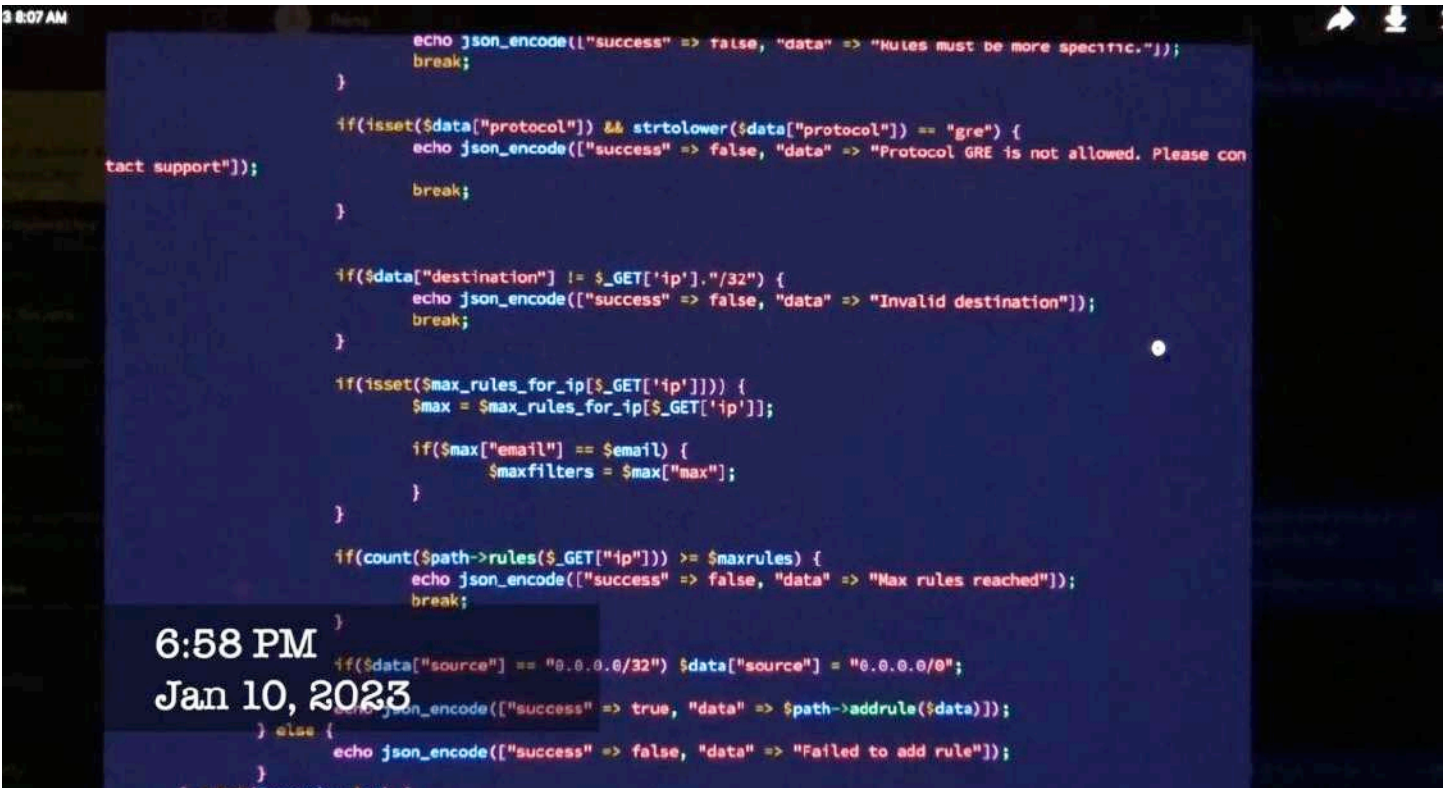
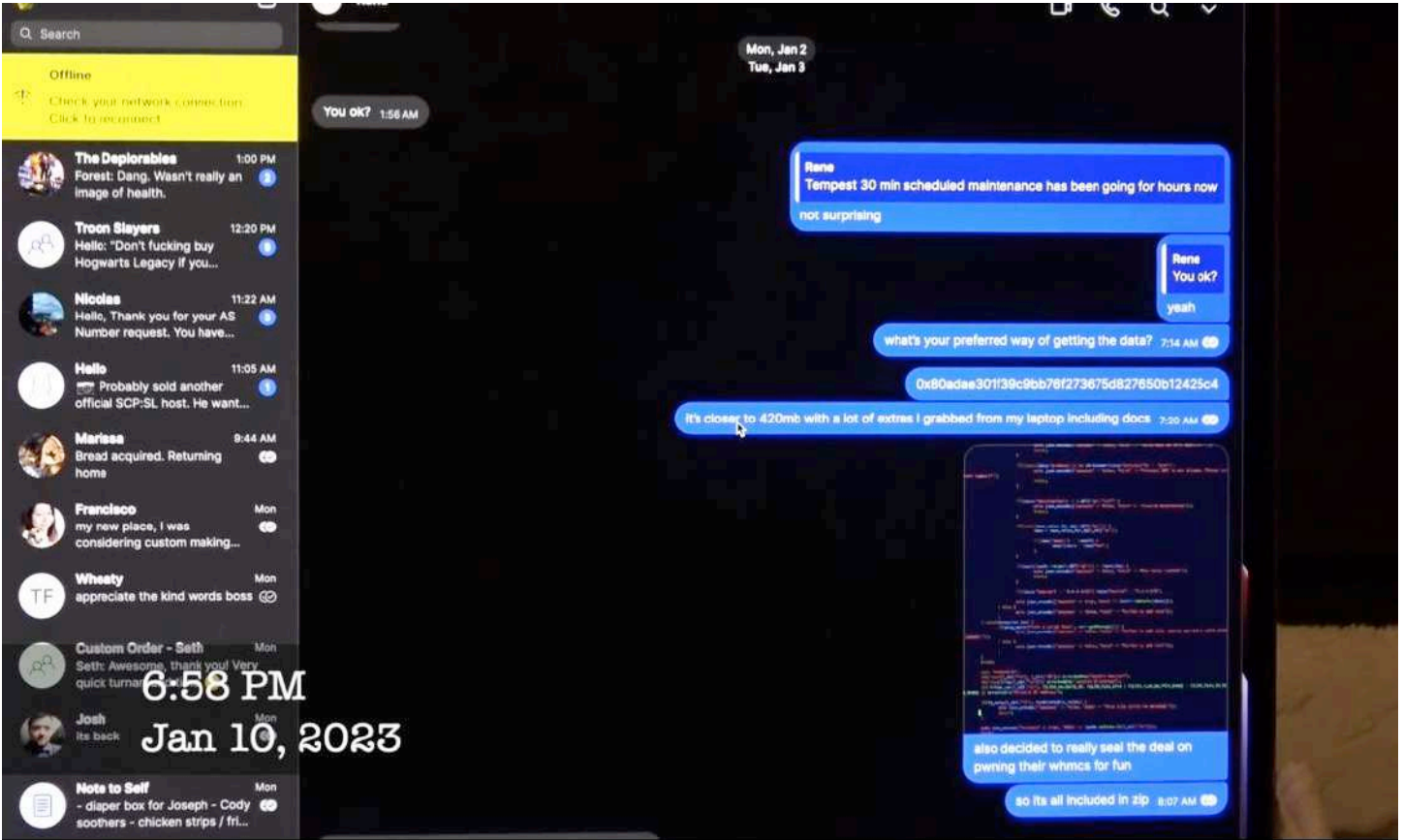










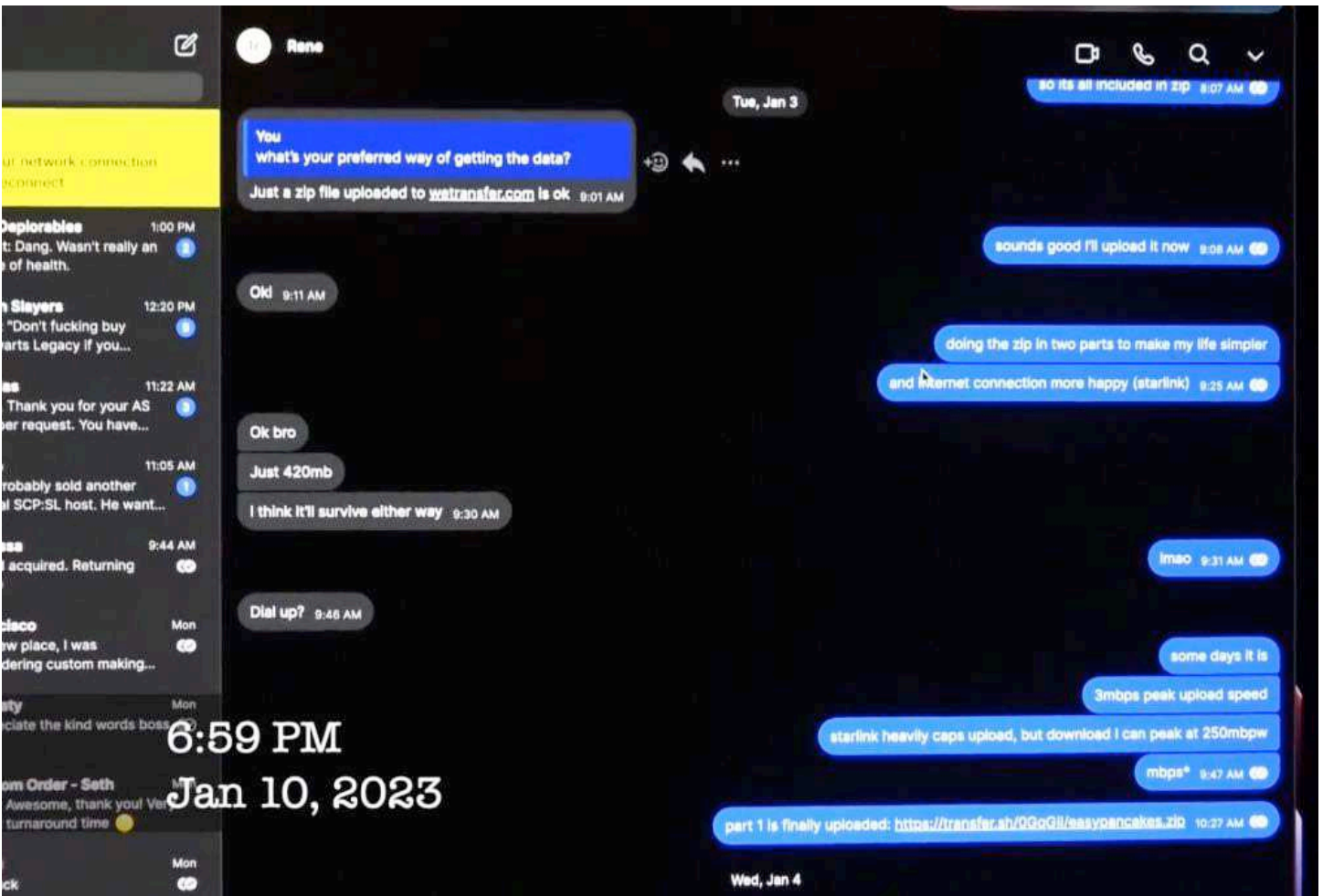


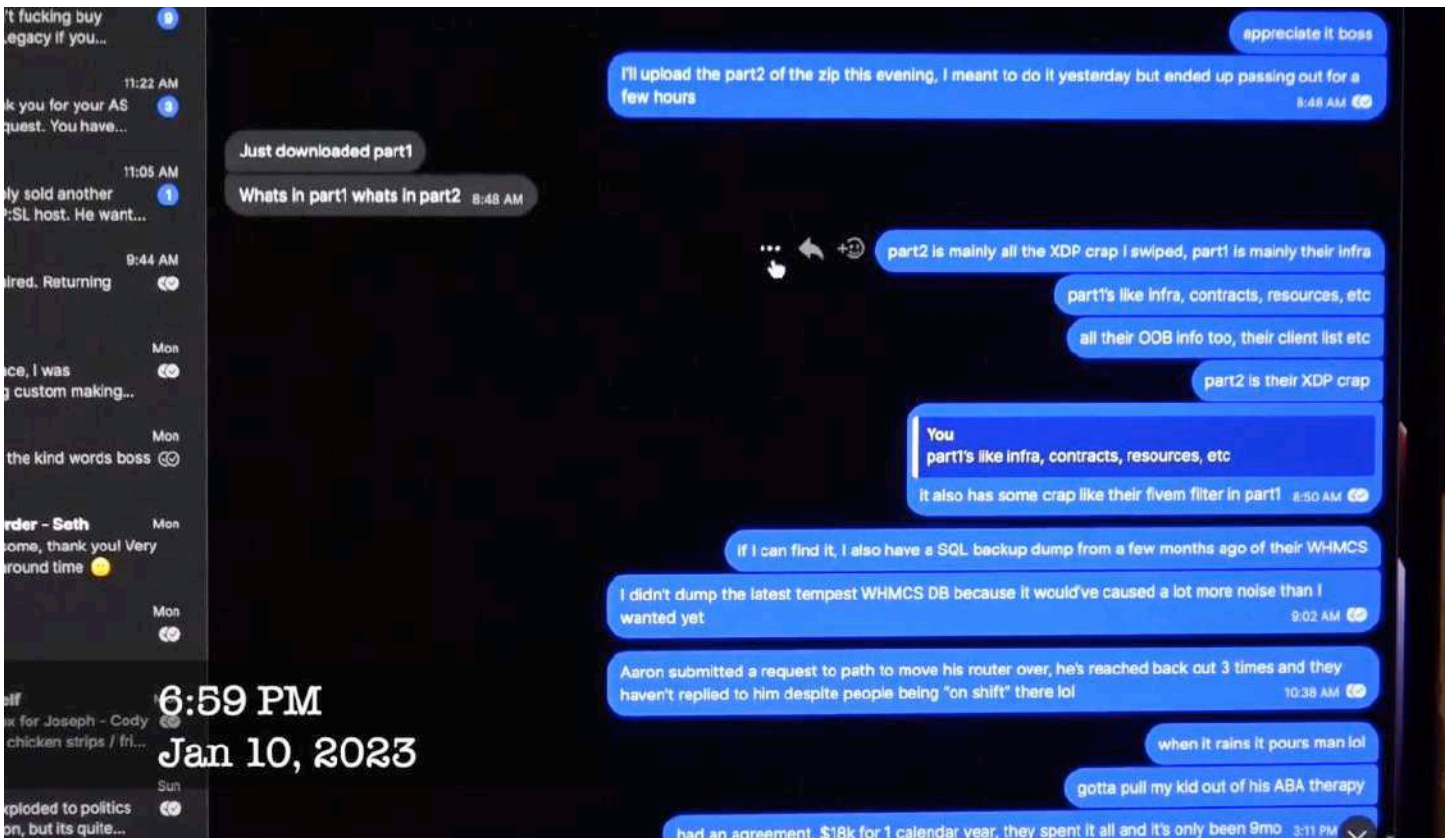
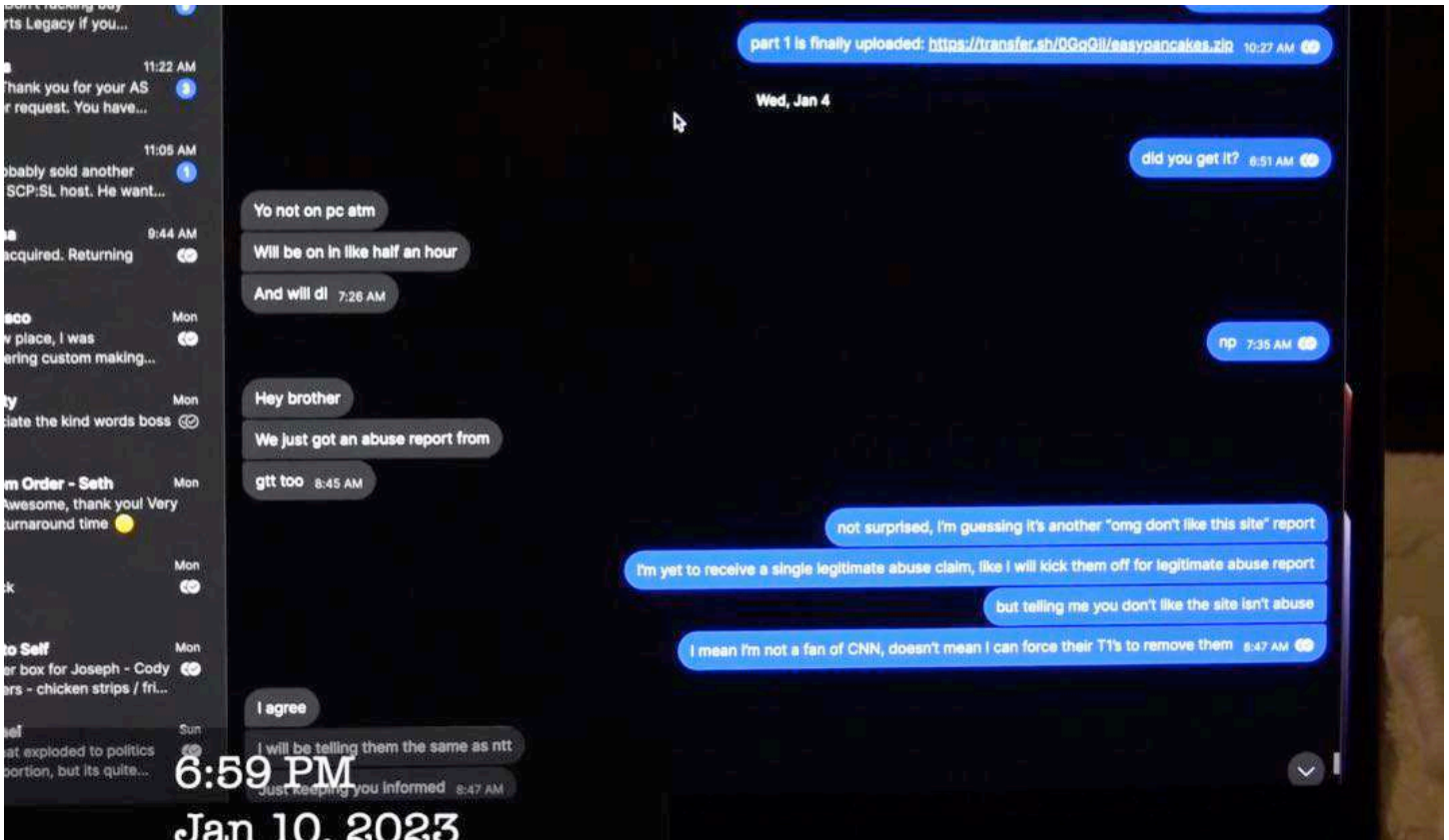
```
    } else {
        echo json_encode(["success" => false, "data" => "Failed to add rule"]);
    }
} catch(Exception $er) {
    if(preg_match("/not a valid IPv4/", $er->getMessage())) {
        echo json_encode(["success" => false, "data" => "Failed to add rule. Source was not a valid IPv4
subnet."]);
    } else {
        echo json_encode(["success" => false, "data" => "Failed to add rule"]);
    }
}
break;

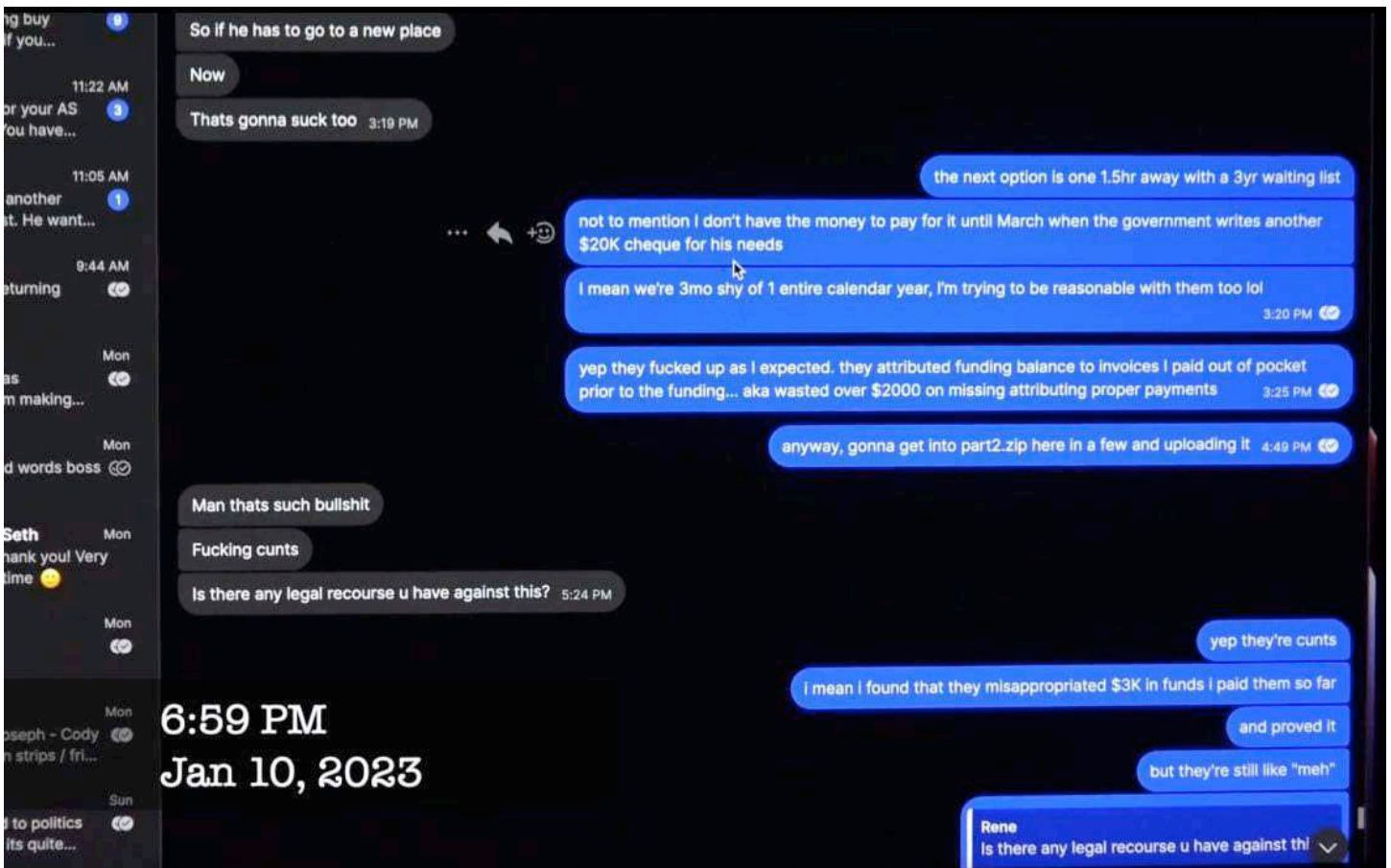
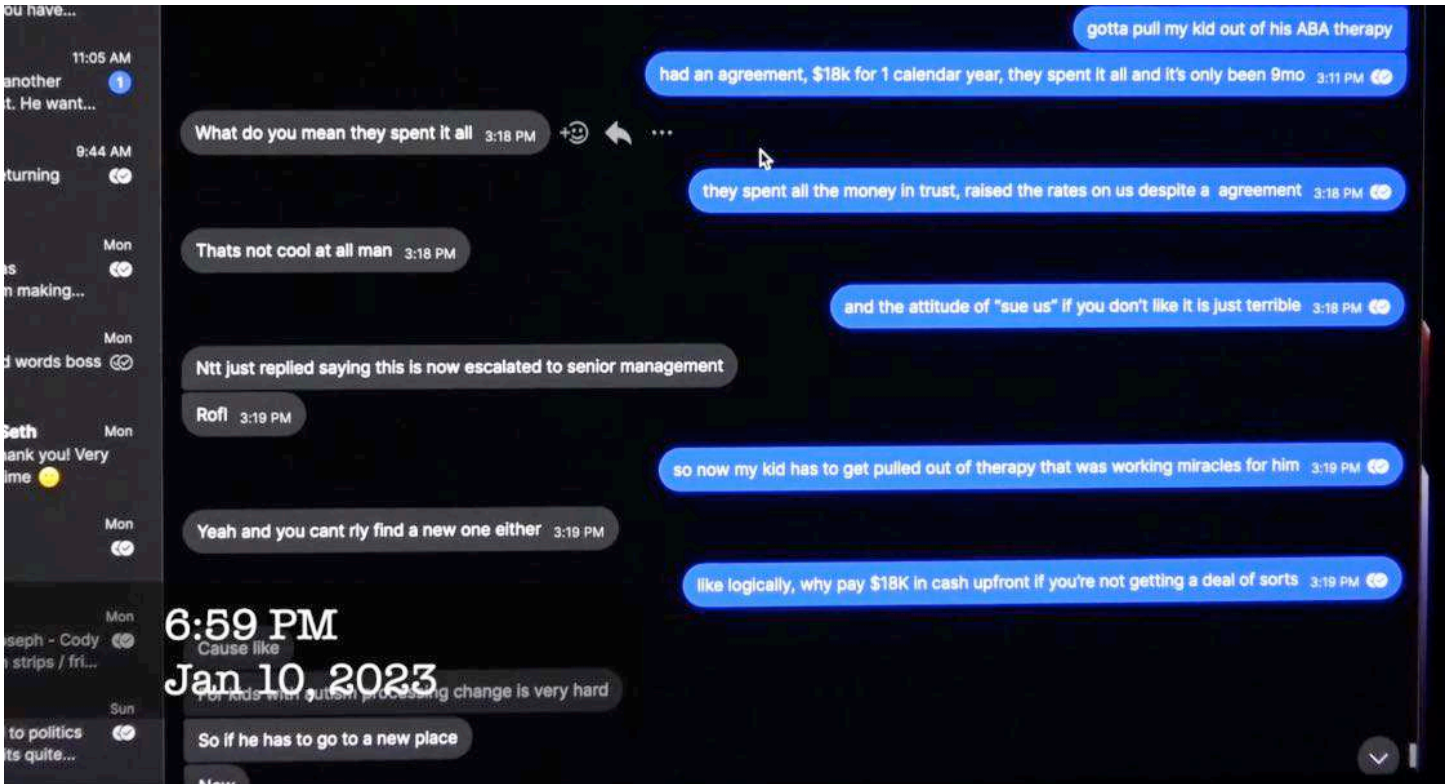
case 'removeRule':
if(!isset($_GET["ip"], $_GET['id'])) errorAndDie("Invalid Request");
if(!isset($_ips[$_GET["ip"]])) errorAndDie("Invalid IP address");
if(!filter_var($_GET['ip'], FILTER_VALIDATE_IP, FILTER_FLAG_IPV4 | FILTER_FLAG_NO_PRIV_RANGE | FILTER_FLAG_NO_RE
S_RANGE )) errorAndDie("Invalid IP address");

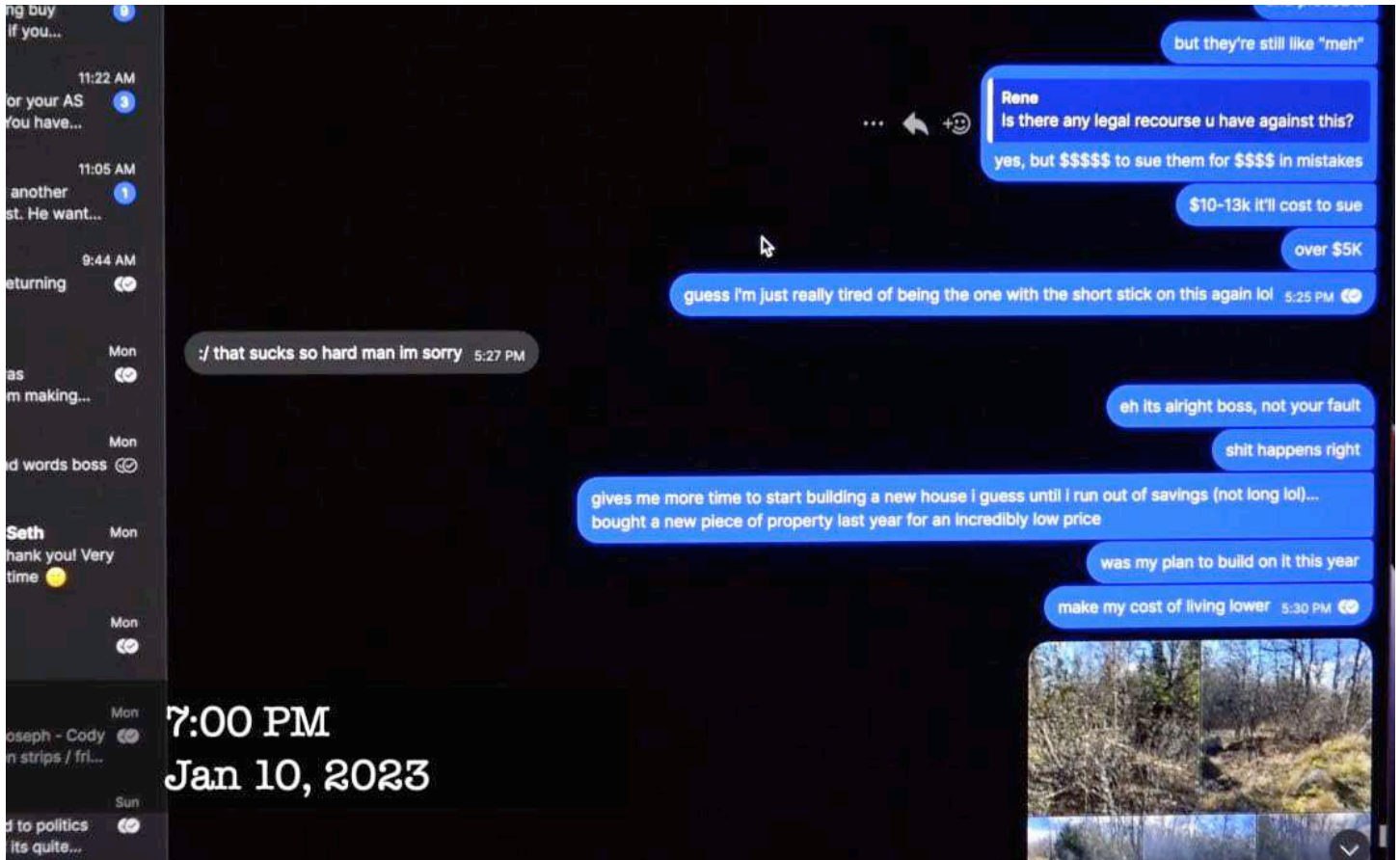
if(in_array($_GET['id'], $undeleteable_rules)) {
    echo json_encode(["success" => false, "data" => "This rule cannot be deleted."]);
}
return;
```

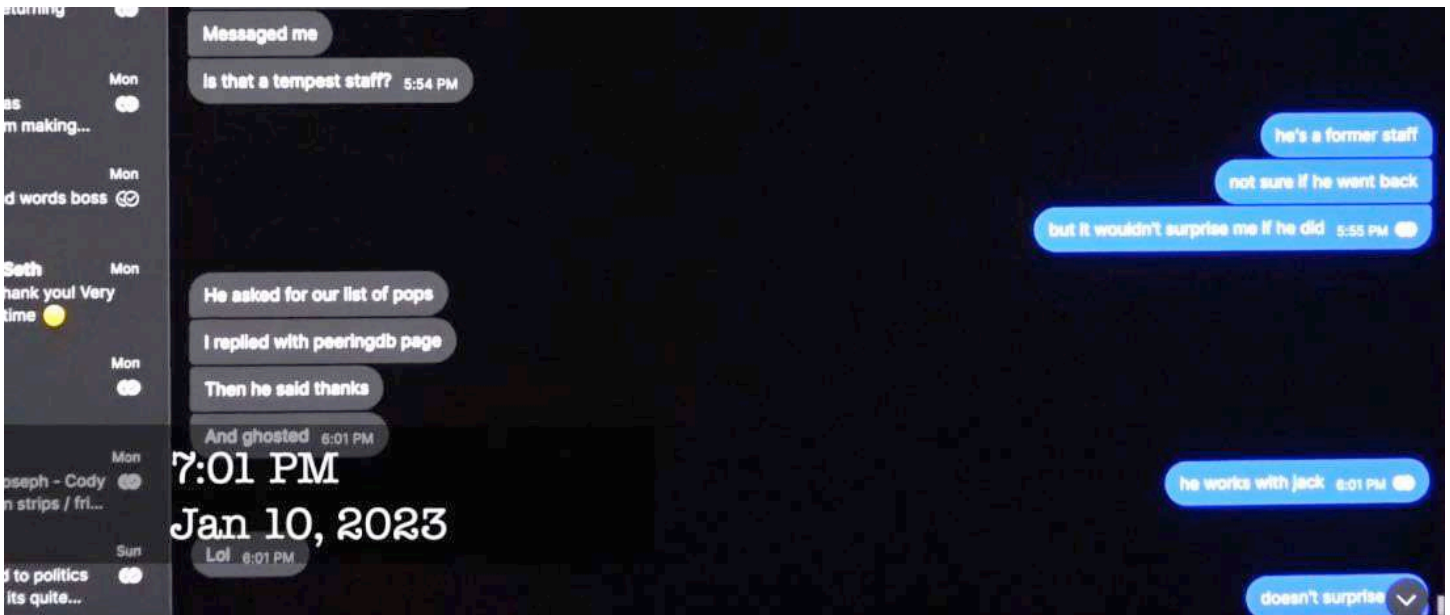
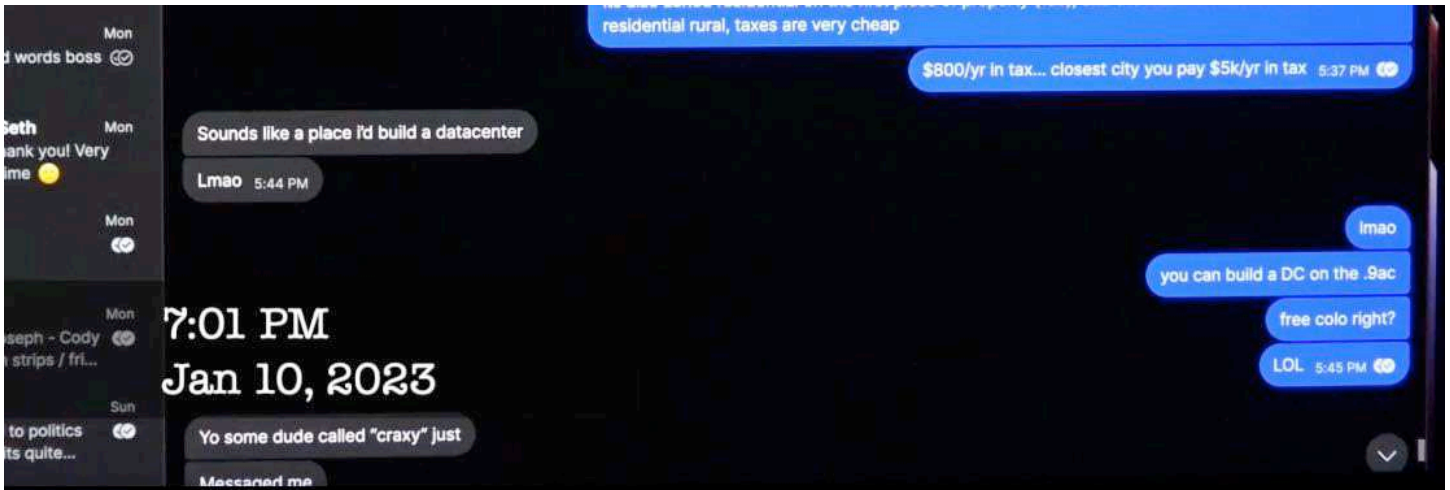
6:58 PM  
Jan 10, 2023

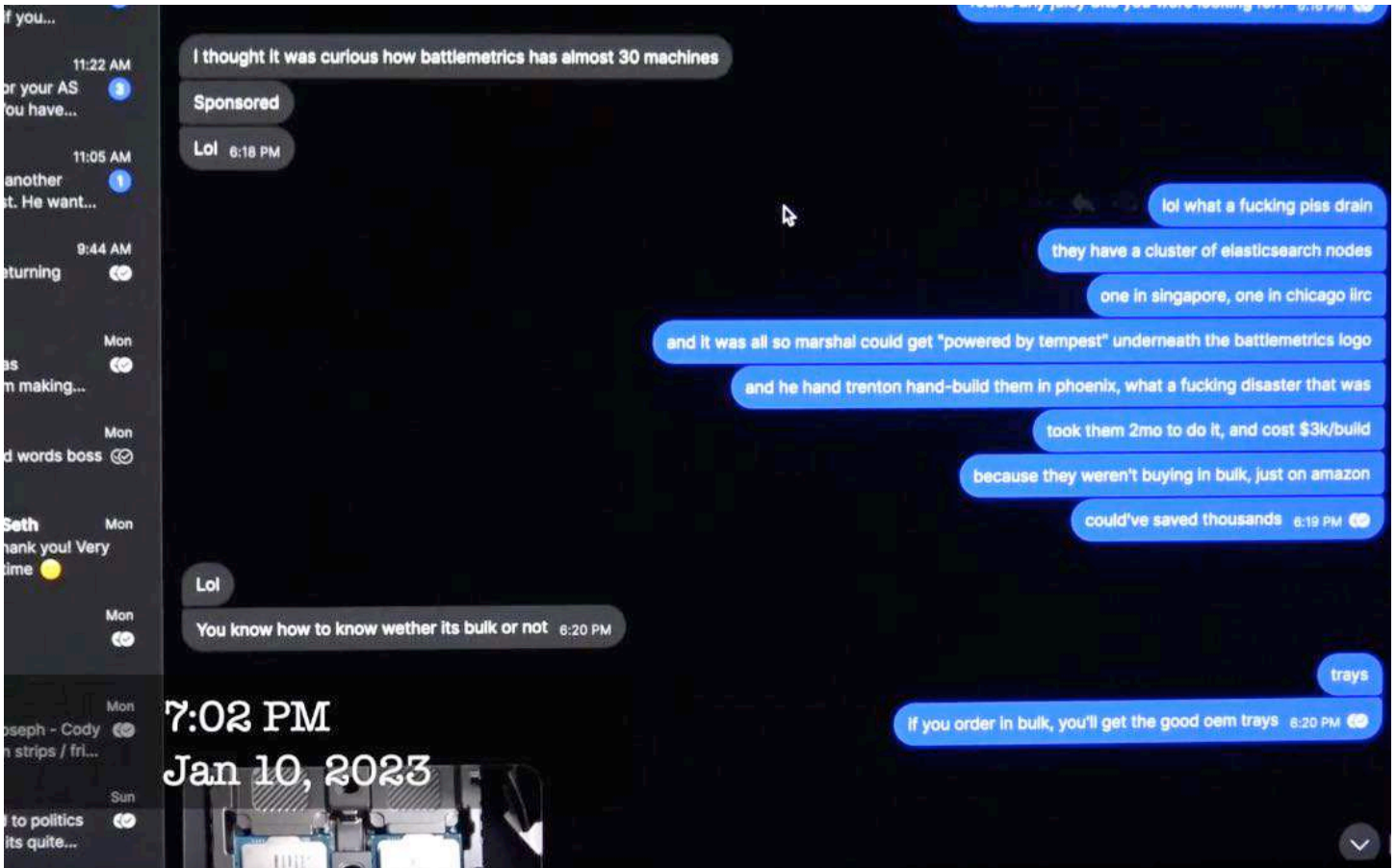
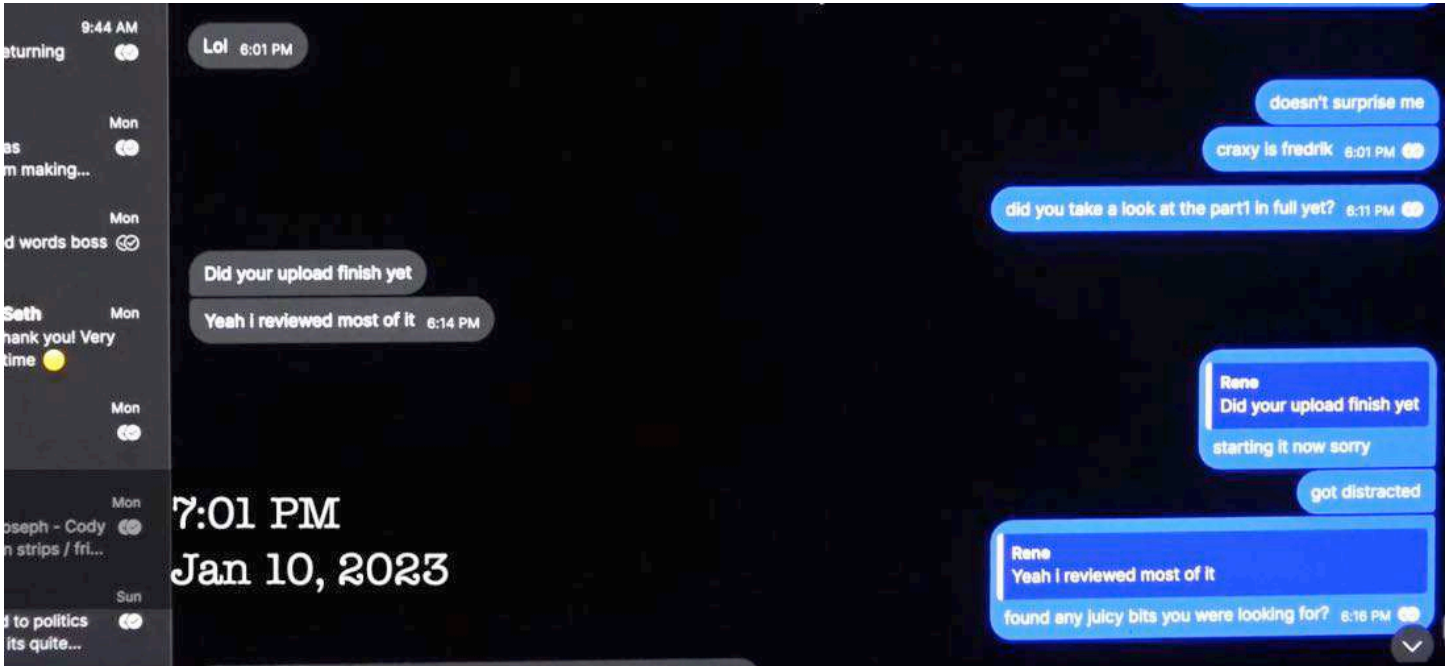


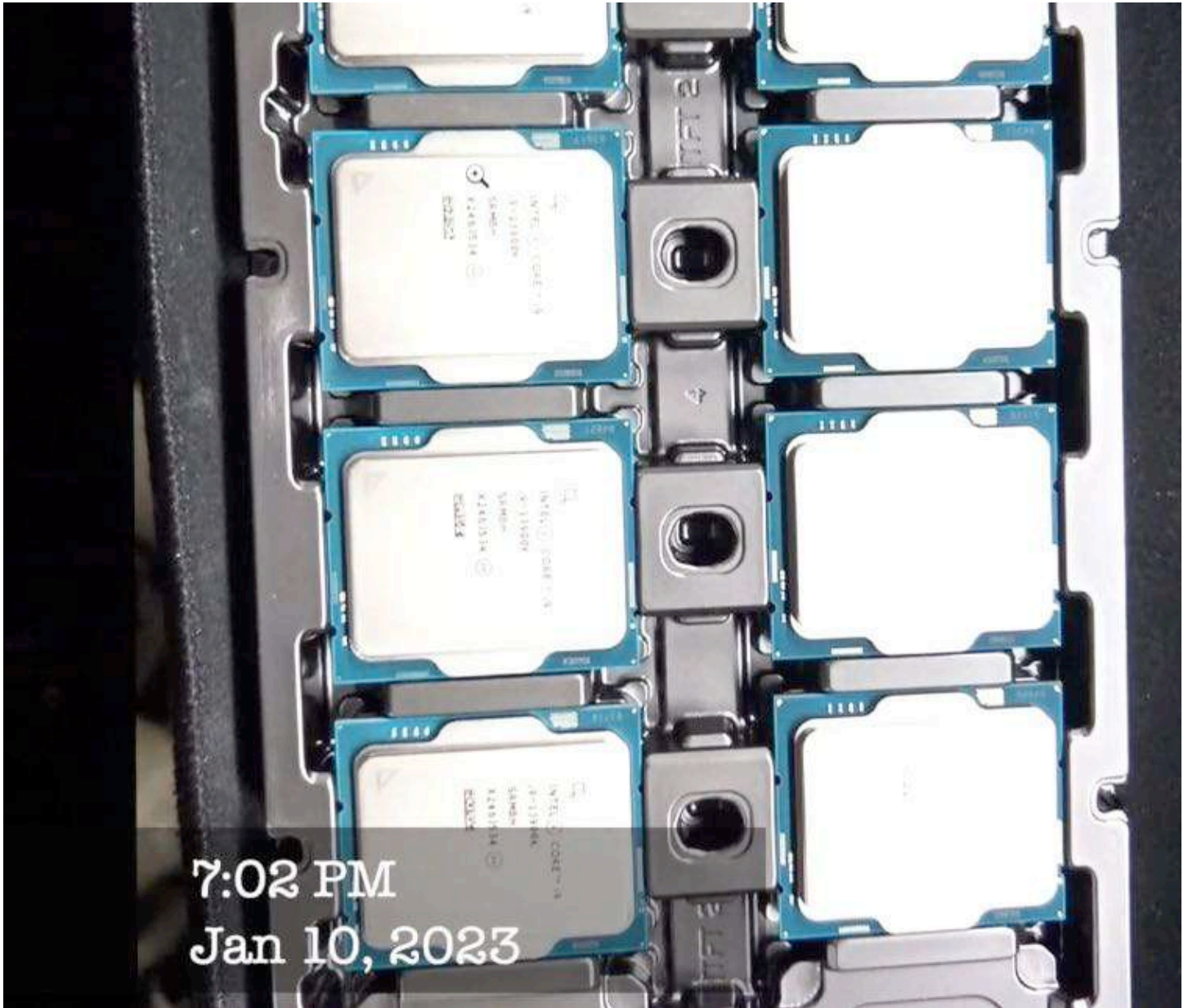


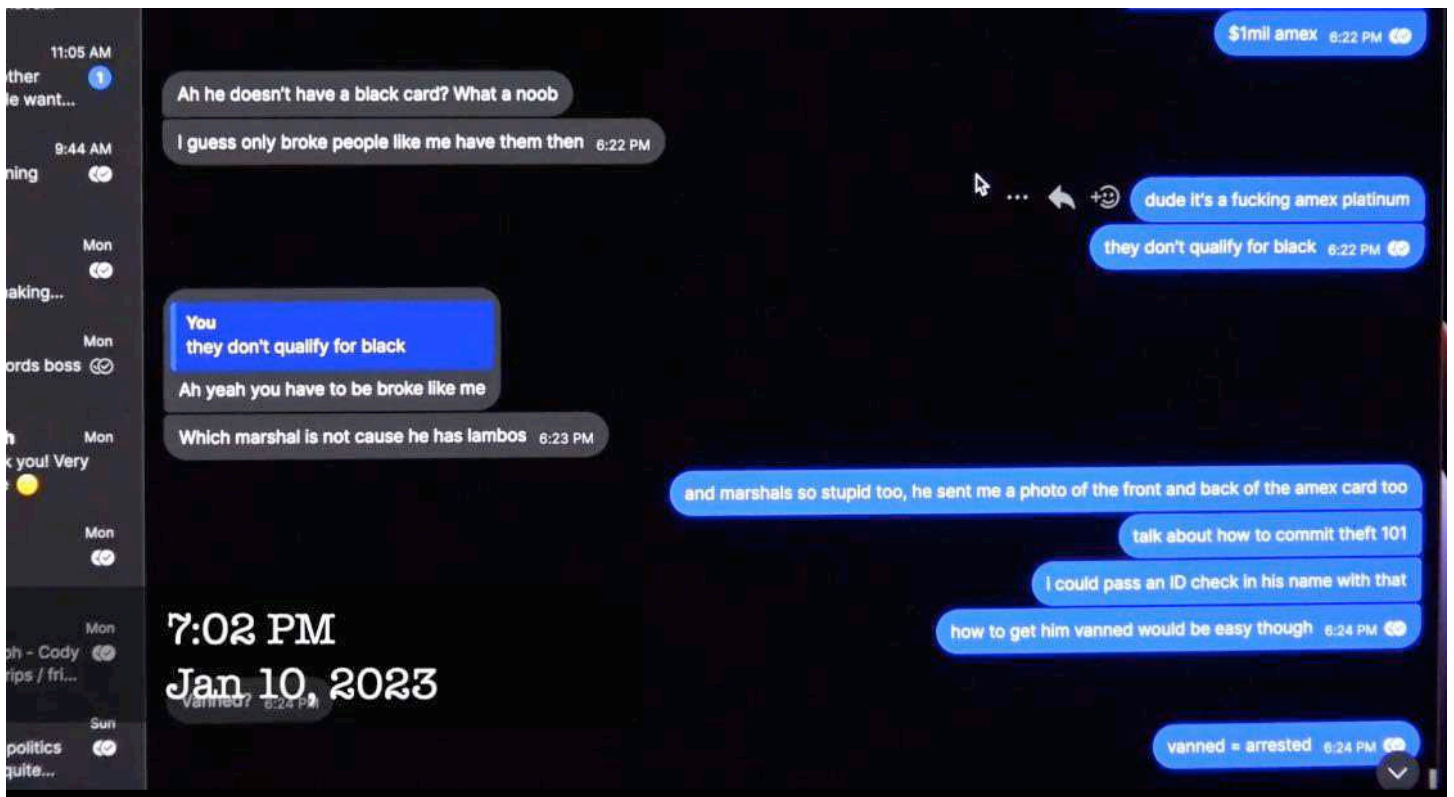
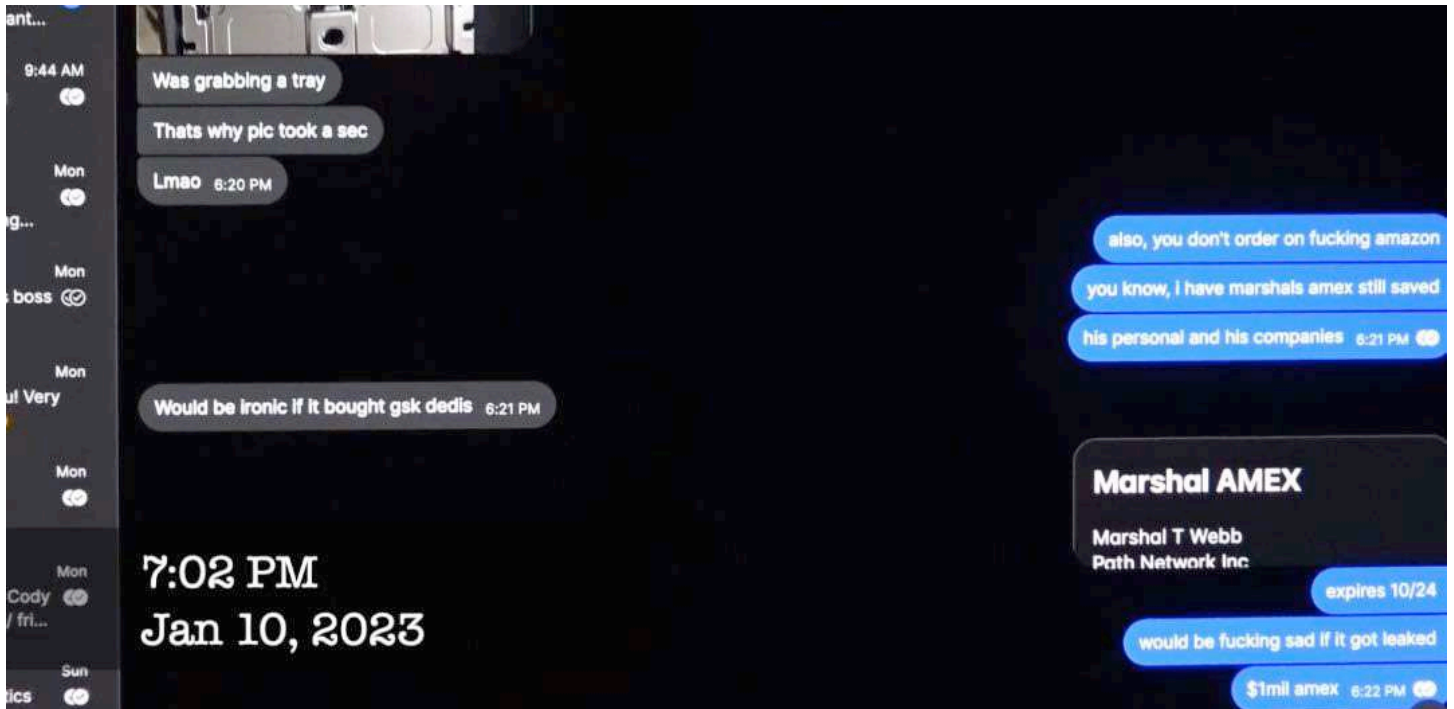


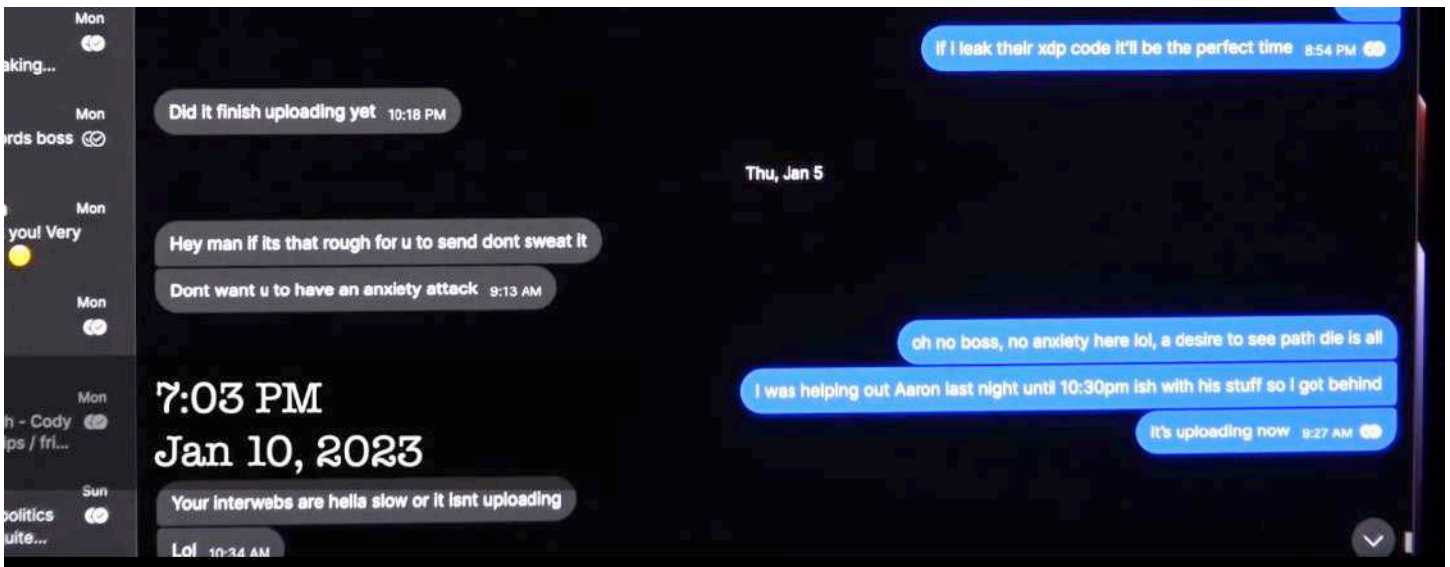
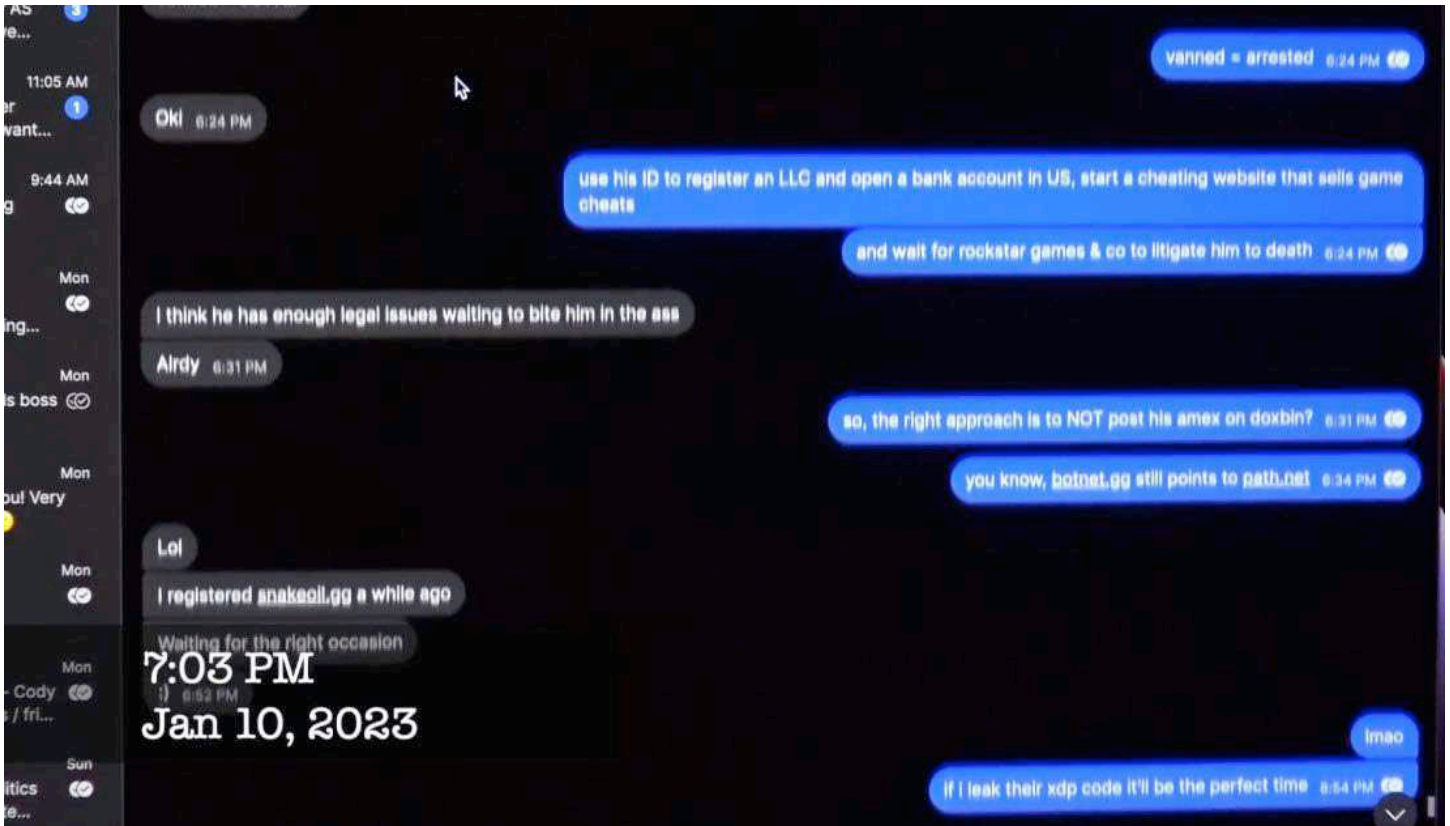


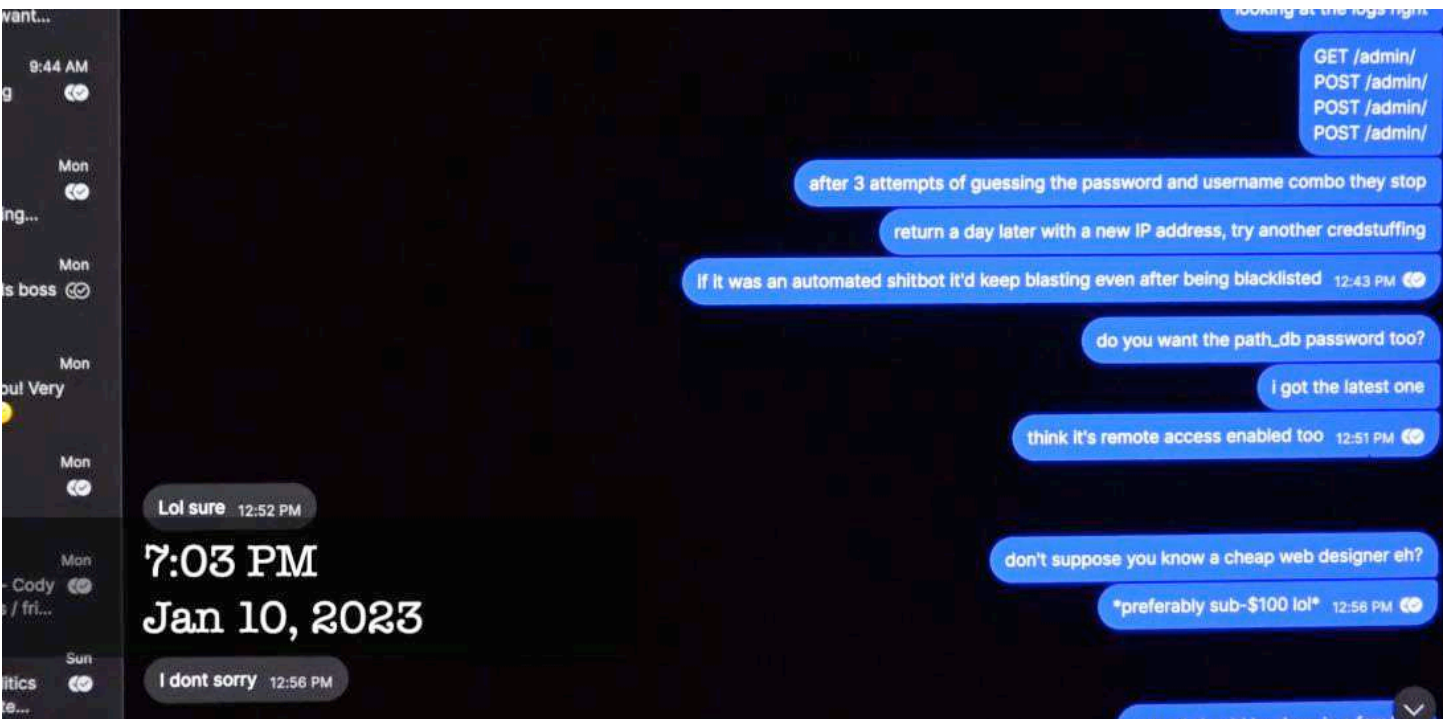
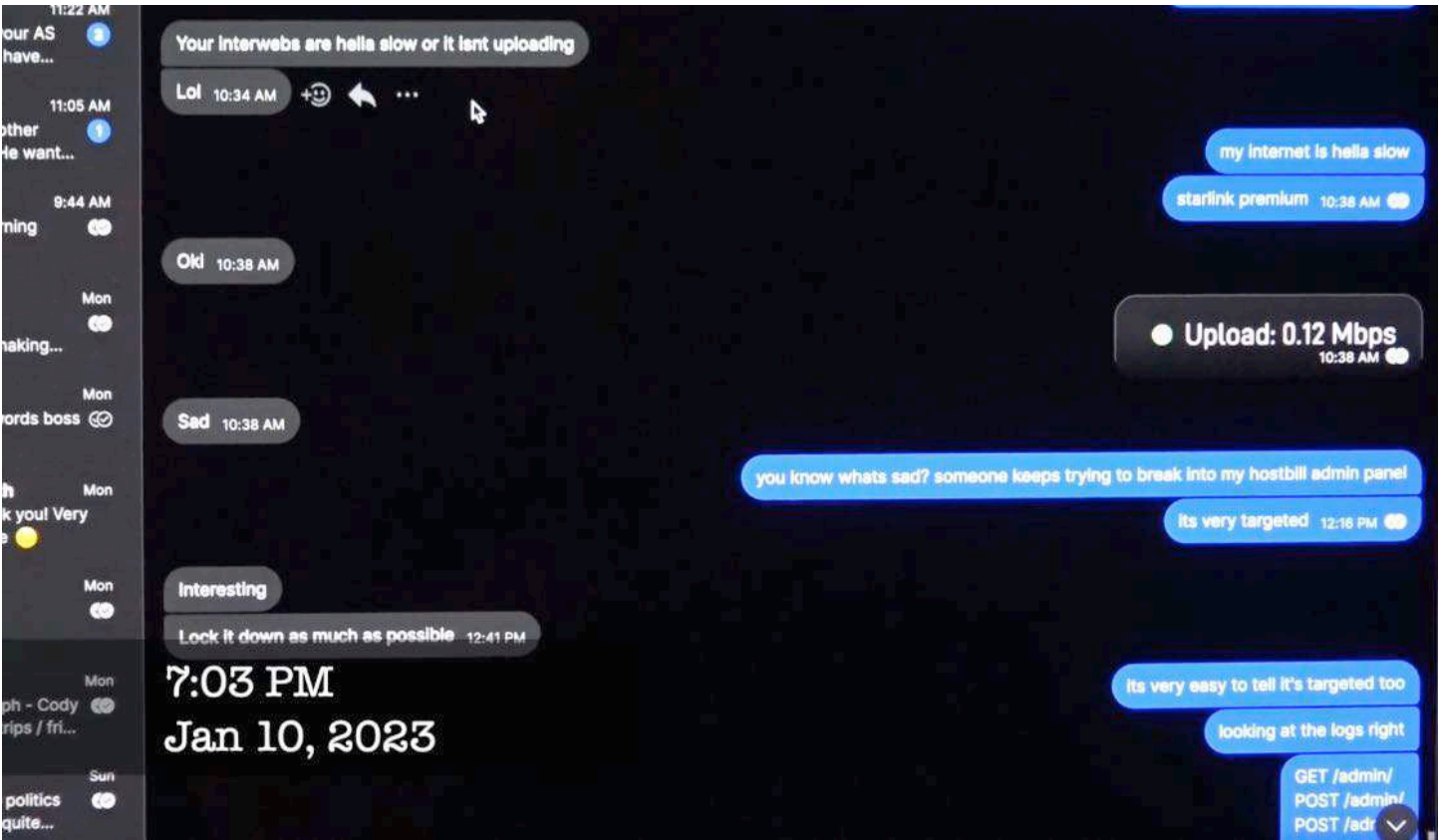


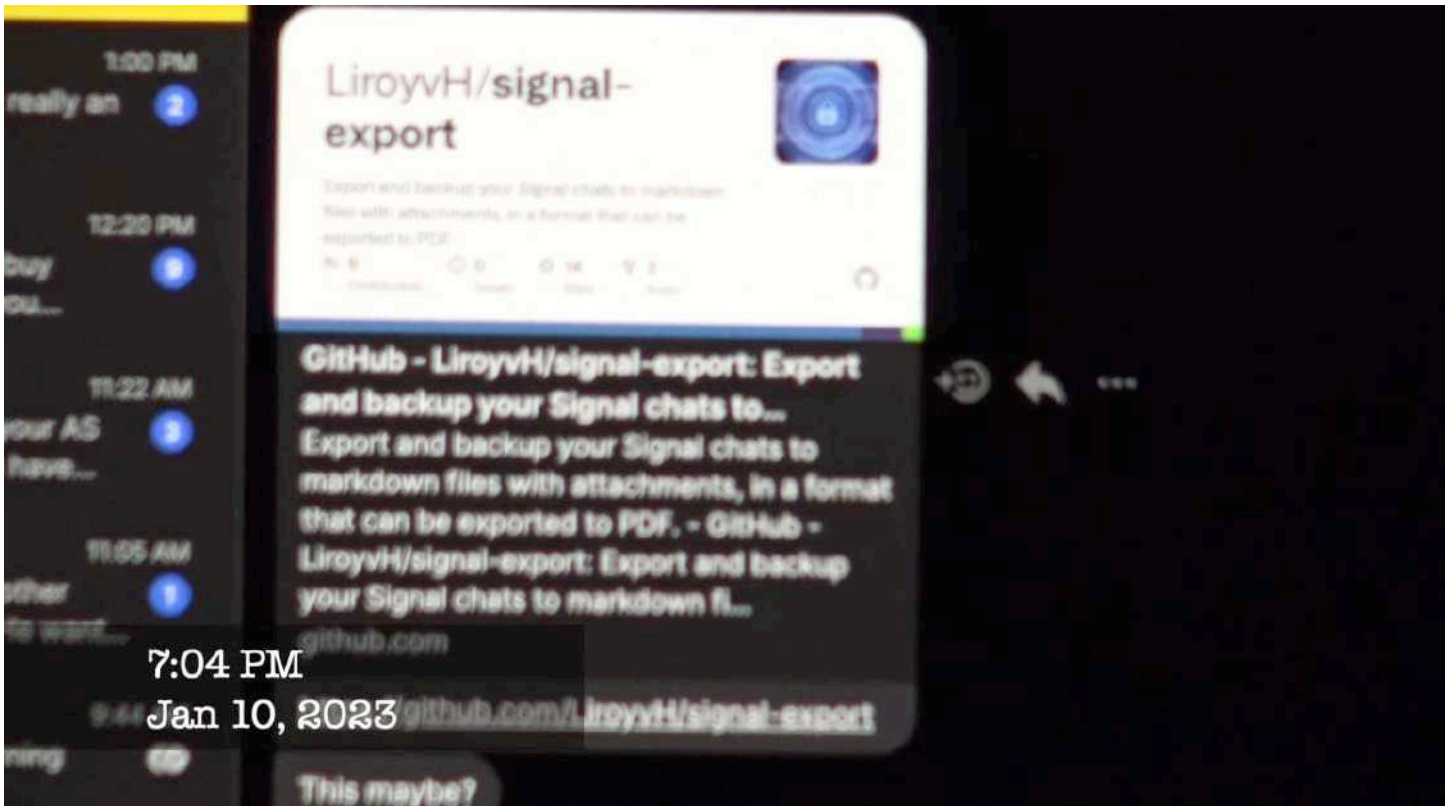
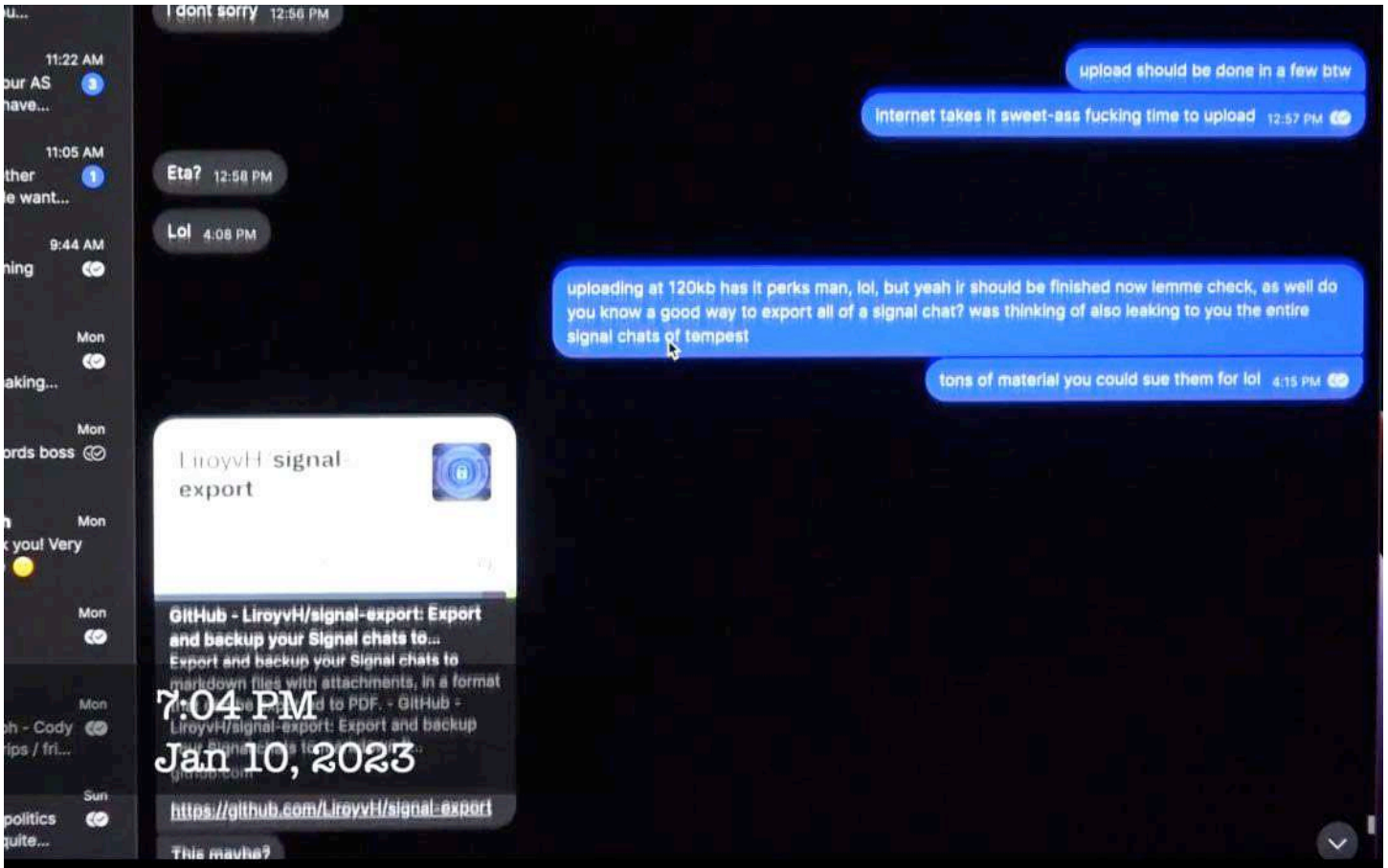


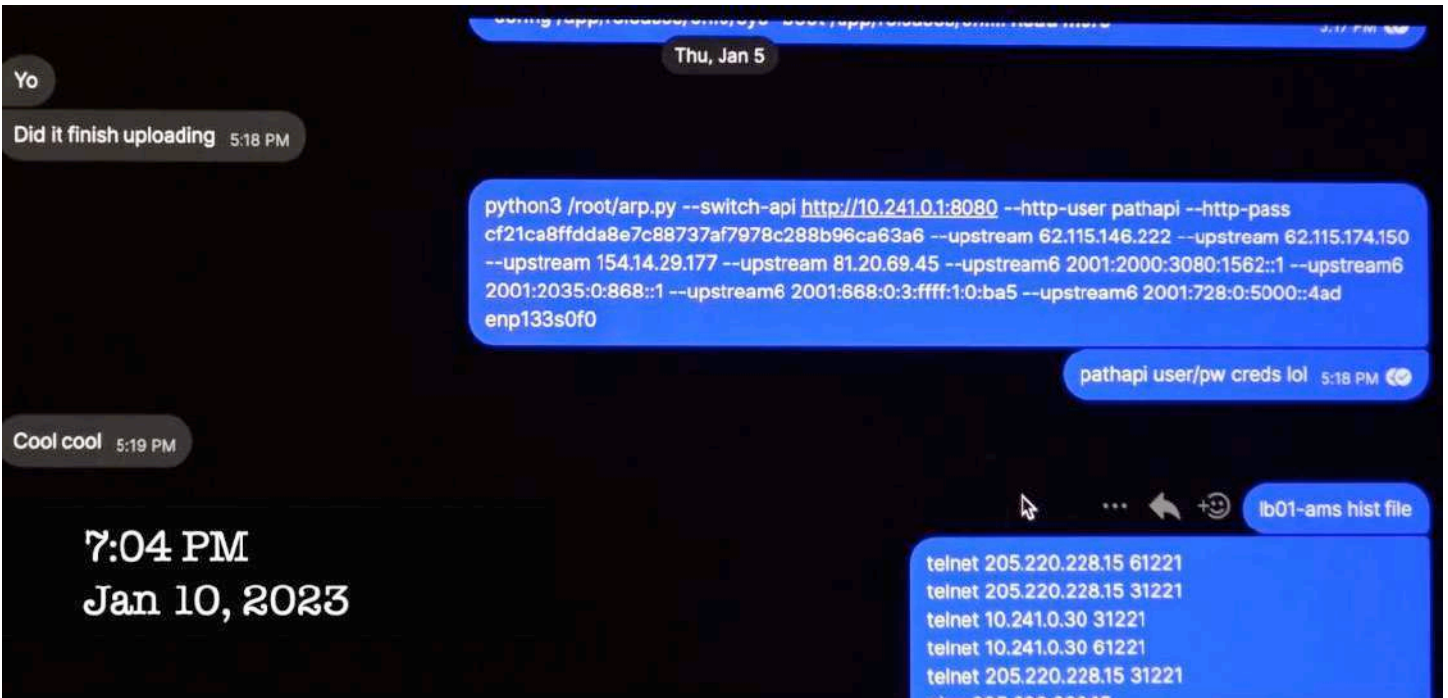
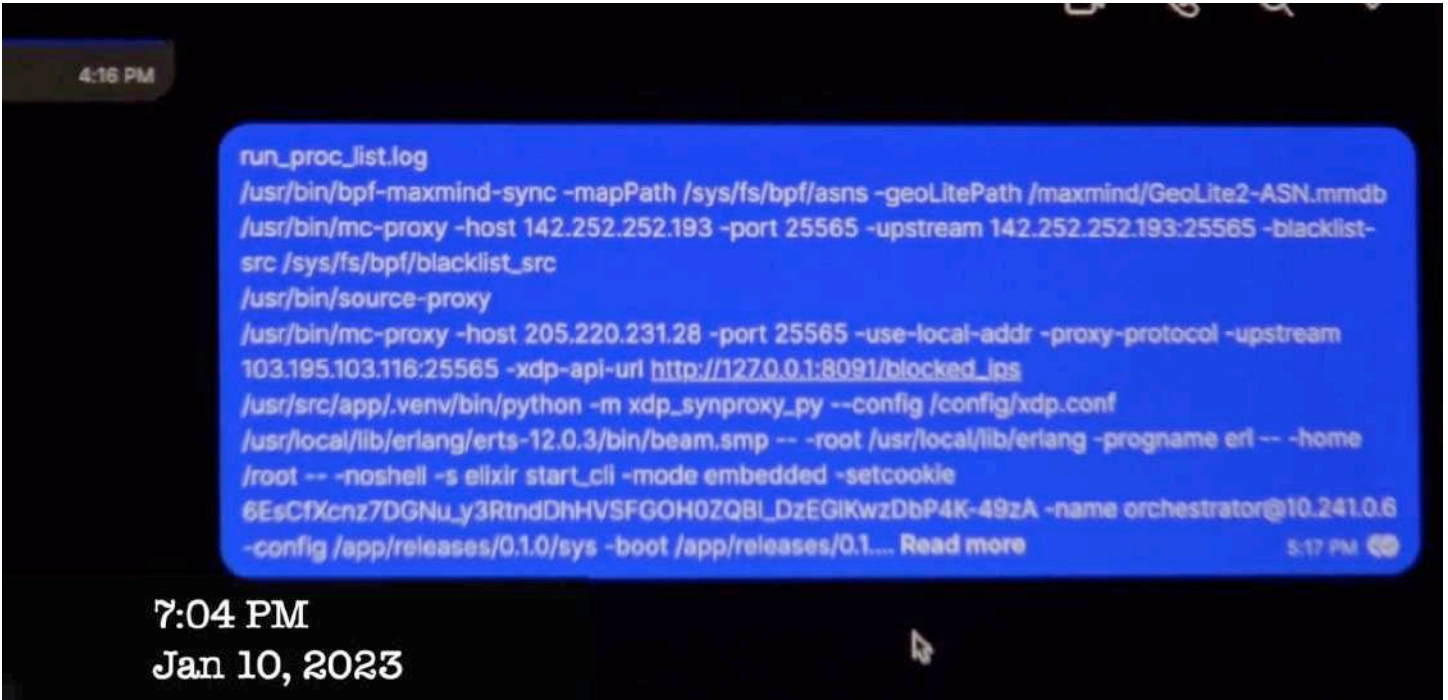


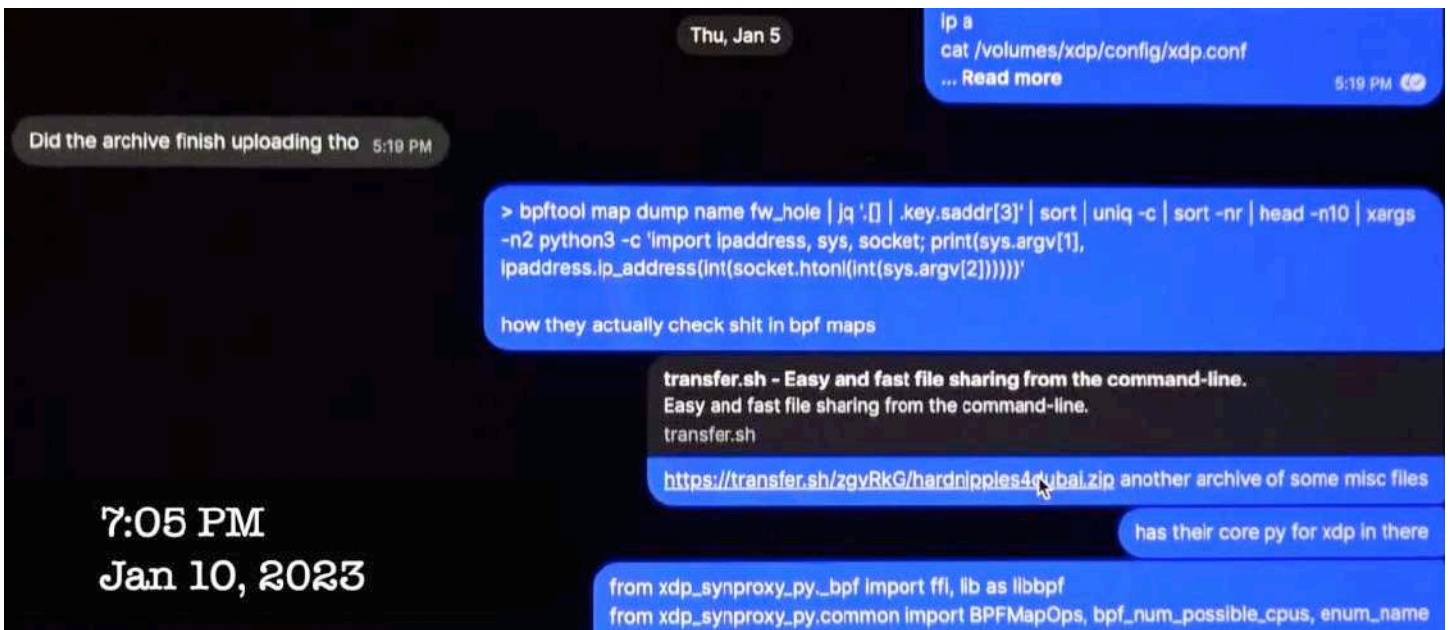
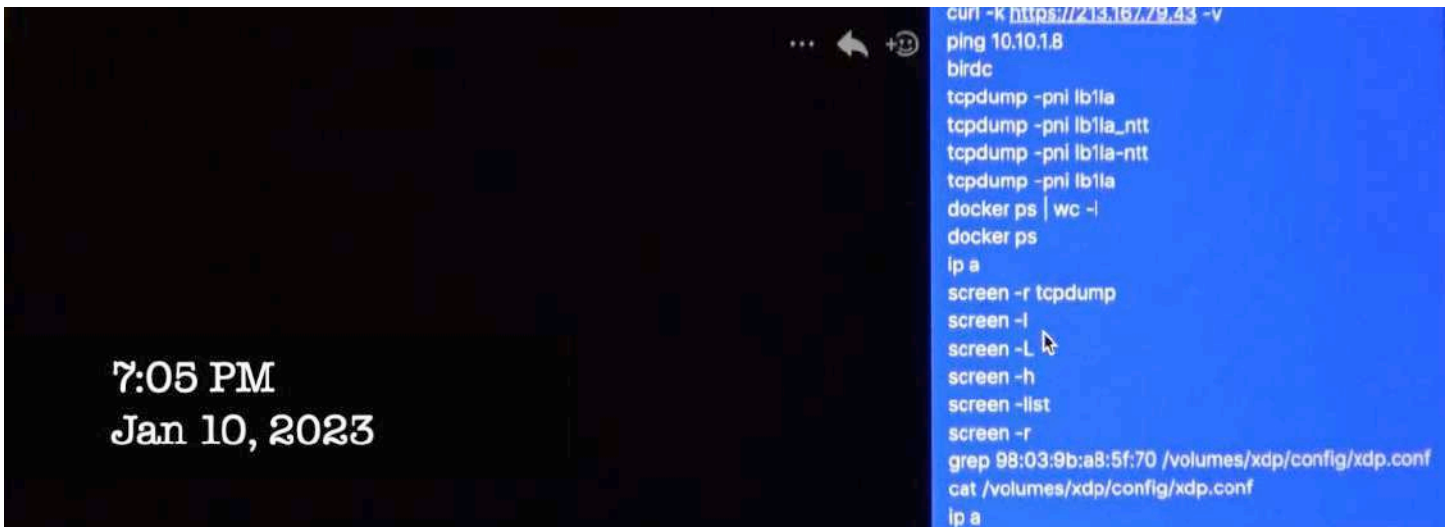
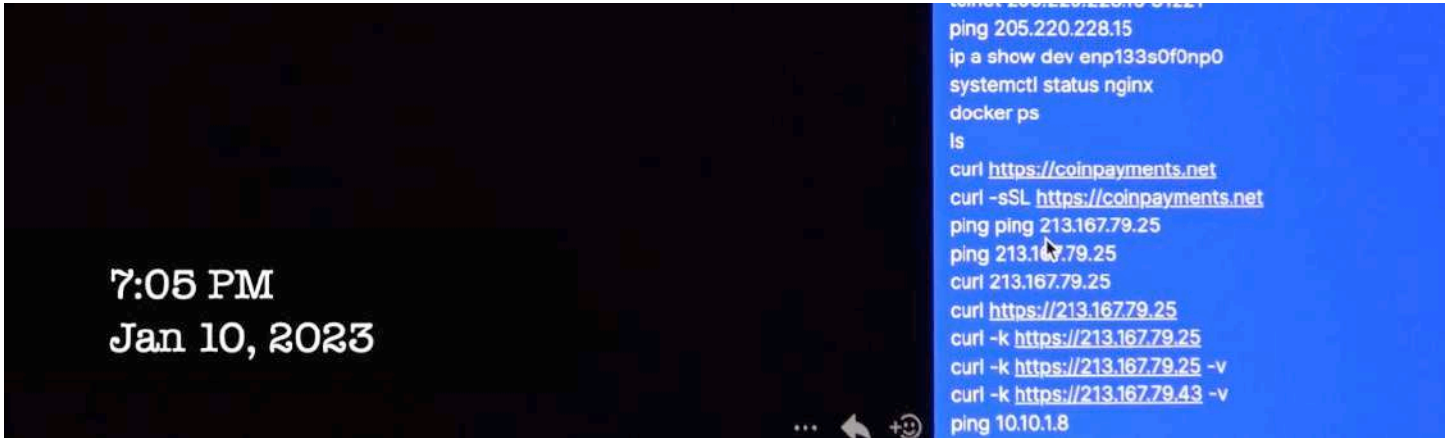












```
from xdp_synproxy_py._bpf import ffi, lib as libbpf
from xdp_synproxy_py.common import BPFMapOps, bpf_num_possible_cpus, enum_name

class Observation:
    def __init__(self, max_pps: int):
        self.max_pps = max_pps
        self.last_updated: float = 0.0
        self.total: int = 0
        self.icmp: int = 0
        self.udp: int = 0
        self.tcp: int = 0
        self.other: int = 0
        self.tcp_syn: int = 0
        self.tcp_ack: int = 0
        self.tcp_fin: int = 0
        self.tcp_rst: int = 0
```

7:05 PM  
Jan 10, 2023

```
self.tcp_rst: int = 0

def add(self, val: Any):
    self.total += val.total
    self.icmp += val.protocol_icmp
    self.udp += val.protocol_udp
    self.tcp += val.protocol_tcp
    self.other = self.total - self.icmp - self.udp - self.tcp
    self.tcp_syn += val.tcp_flag_syn
... Read more
```

7:05 PM  
Jan 10, 2023

- like this shit
- if you ever ask
- why does path take forever to do basic tasks
- may i present

7:05 PM  
Jan 10, 2023

Thu, Jan 5 may i present

```
other_lbs_num = max(list(other_lbs) + [0])
assert other_lbs_num < 64, "Only 6 bits encode lb_num in TCP seqnum"
table_size_overrides["ship_off_args"] = other_lbs_num + 1

bpf_skels, bpf_progs, bpf_maps = load_bpf_progs(
    table_size_overrides, lb_num, pin_maps, reuse_maps
)

my_mac = _mac_to_bytes(my_eth_addr)
ship_off_args_map_fd = libbpf.bpf_map_fd(bpf_maps["ship_off_args"])
for other_lb_num, other_lb_addr in other_lbs.items():
    saval = ffi.new("struct ship_off_args_val *")
    if isinstance(other_lb_addr, IPv6Address):
        saval.saddr = pack_addr(my_addr)
        saval.daddr = pack_addr(other_lb_addr)
    else:
        other_lb_mac = _mac_to_bytes(other_lb_addr)
        ffi.memmove(saval.dmac, other_lb_mac, 6)
... Read more
```

```
def reconcile(self, state, cur, ip):
    cur.execute("SELECT name, version FROM changes")
```

7:05 PM  
Jan 10, 2023

Thu, Jan 5

```
def reconcile(self, state, cur, ip):
    cur.execute("SELECT name, version FROM changes")
    versions: Dict[str, int] = {row[0]: row[1] for row in fetchiter(cur)}

    self.reconcile_interfaces(ip)
    self.reconcile_local_tunnels(ip)

    now = time.time()
    if (
        self.last_blocklist_update < now - self.blocklist_interval
        or self.need_reconciliation(versions, ("blacklist_src",))
    ):
        self.last_blocklist_update = now
        self.reconcile_blocklisted_sources(cur)

    if self.need_reconciliation(versions, ("lorbit_districts",)):
        self.reconcile_lorbit_districts(cur)

    if self.need_reconciliation(versions, ("tcp_symmetric",)):
        self.reconcile_symmetric_addrs(cur)

    if self.need_r... Read more
```

EFFICIENT

```
def reconcile_symmetric_addrs(self, cur):
    existing_addrs = self.load_existing_symmetric_addrs()
    new_addrs = self.load_new_symmetric_addrs(cur)
    for (addr, port), mark_name in new_addrs.items():
        if (addr, port) not in existing_addrs:
            logging.info(
                "add symmetric addr %s:%s : %s", str(addr), port, mark_name
            )
        elif existing_addrs[(addr, port)] != mark_name:
            logging.info(
                "update symmetric addr %s:%s : %s -> %s",
                str(addr),
                port,
                existing_addrs[(addr, port)],
                mark_name,
            )
        else:
            continue

    key = ffi.new(
        "struct symme... Read more
```

7:05 PM  
Jan 10, 2023

Thu, Jan 5

its also epicly secure as you can imagine, raw SQL queries  
who cares man!  
so this stuff here right

```
def reconcile_lorbit_districts(self, cur):
    old_districts = self.load_existing_lorbit_districts()
    new_districts = self.load_new_lorbit_districts(cur)

    for addr, (platform, ranges) in new_districts.items():
        if old_districts.get(addr) != (platform, ranges):
            if addr in old_districts:
                old_platform, old_ranges = old_districts[addr]
                logging.info(
                    "update lorbit_district addr=%s, platform=%s, ranges=%s -> platform=%s, ranges=%s",
                    addr,
                    enum_name("lorbit_district_platform", old_platform),
                    old_ranges,
                    enum_name("lorbit_district_platform", platform),
                    ranges,
                )
            else:
                logging.info(
                    "add lorbit_district addr=%s, platform=%s, ranges=%s",
                    addr,
                    enum_name("lorbit_district_platform", platform),
                    ranges,
                )

    ... Read more
```

7:06 PM  
Jan 10, 2023

... Read more Thu, Jan 5

is actually the private filter path made for littleorbit

all it is is basic tcp + udp filter 5:26 PM

Lul 5:27 PM

```
def load_new_rules(
    self, cur
) -> Tuple[
    Dict[IPNetwork, Tuple[BPF_DestID, Dict[IPNetwork, BPF_TableID]]],
    Dict[BPF_TableID, Dict[BasicRuleKey, BasicRuleVal]],
]:
    rate_limiters = self.load_new_rate_limiters(cur)

    normalized_rules: List[Rule] = []
    cur.execute(
        "SELECT destination, source, protocol, dst_port, src_port,"
        " whitelist, rate_limiter_id, priority FROM rules"
    )
    for row in fetchiter(cur):
        normalized_rules.append(
            Rule(
                destination=ipaddress.ip_network(row[0]),
                source=ipaddress.ip_network(row[1]),
                protocol=row[2] if row[2] and row[2] > 0 else None,
                dst_port=row[3] if row[3] and row...
```

7:06 PM  
Jan 10, 2023

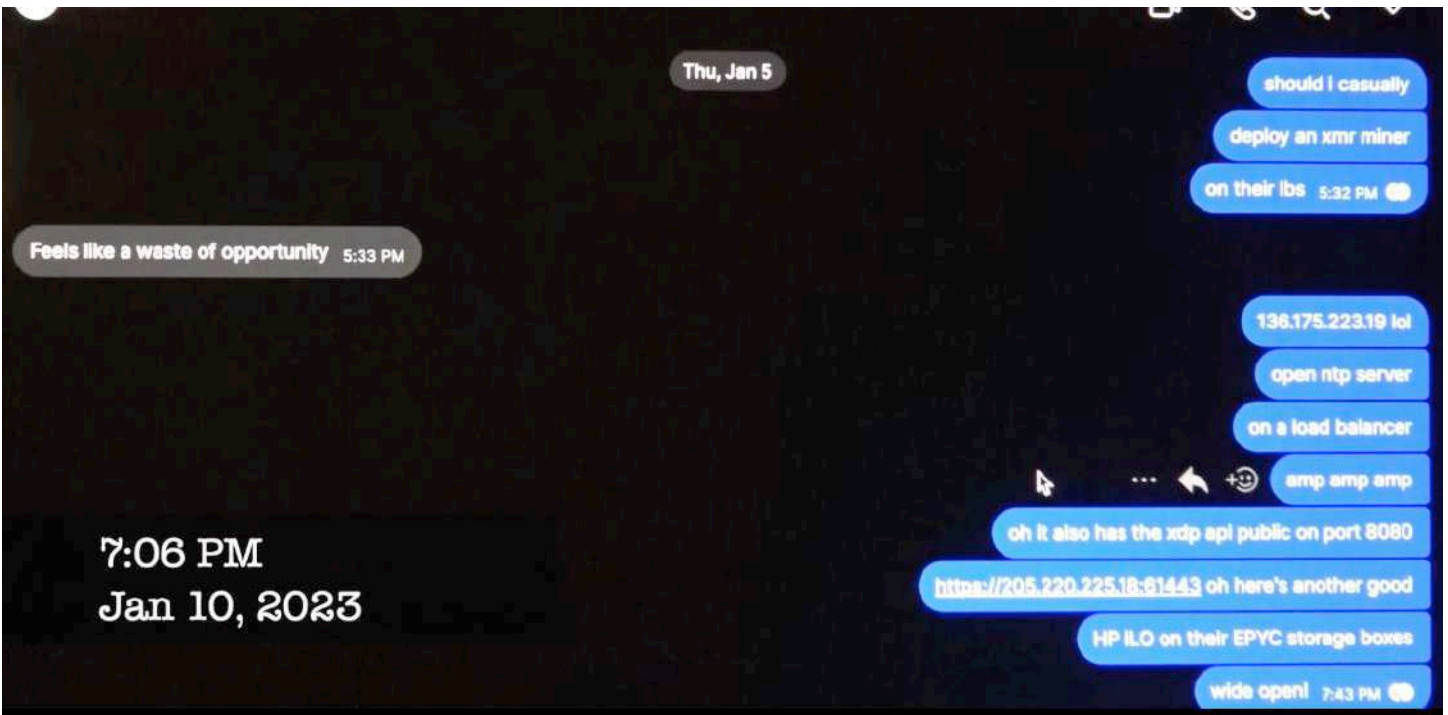
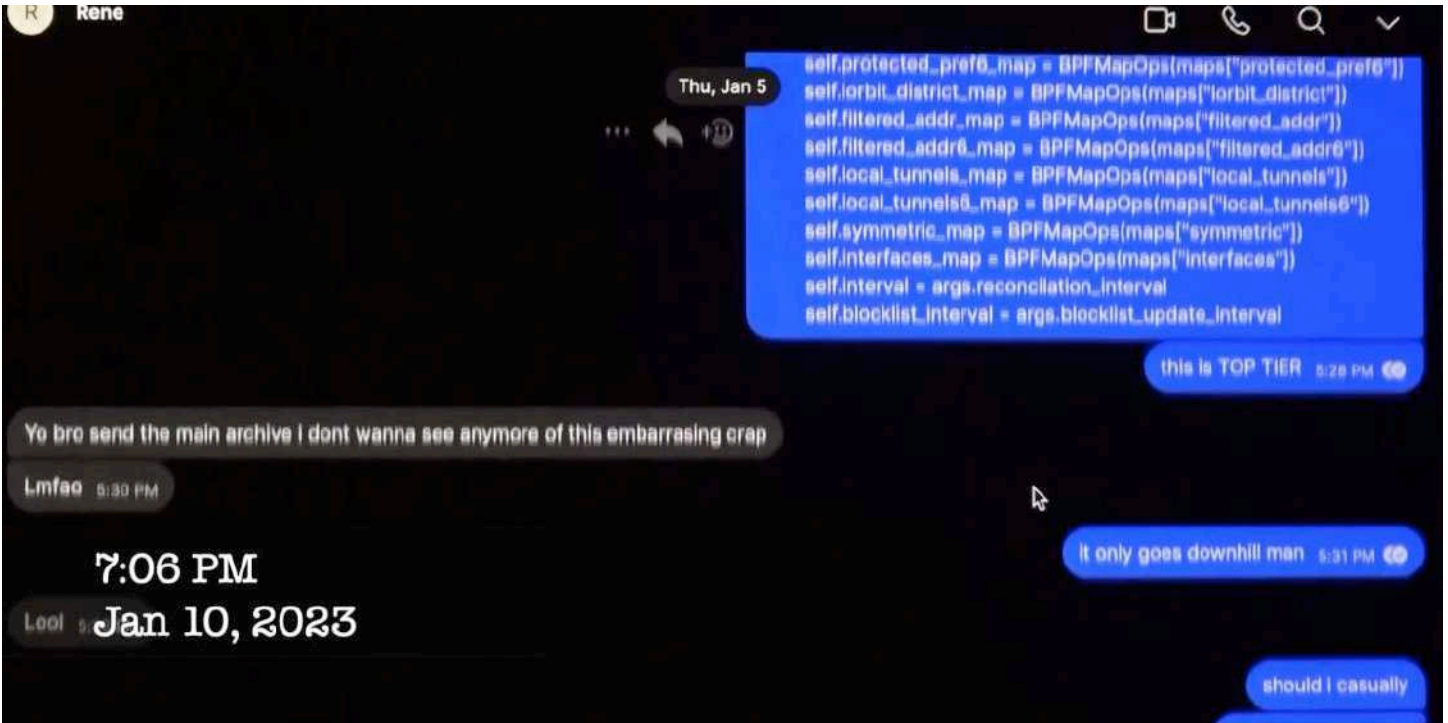
```
normalized_rules.append(
    Rule(
        destination=ipaddress.ip_network(row[0]),
        source=ipaddress.ip_network(row[1]),
        protocol=row[2] if row[2] and row[2] > 0 else None,
        dst_port=row[3] if row[3] and row... Read more
    )
)

self.blocklist_map = BPFMapOps(maps["blocklist"])
self.blocklist_src_map = BPFMapOps(maps["blocklist_src"])
self.blocklist_cidr_map = BPFMapOps(maps["blocklist_cidr"])
self.protected_pref4_map = BPFMapOps(maps["protected_pref4"])
self.protected_pref6_map = BPFMapOps(maps["protected_pref6"])
self.blocklist_distinct_map = BPFMapOps(maps["blocklist_distinct"])
```

like this shit

is embarrassing

7:06 PM  
Jan 10, 2023



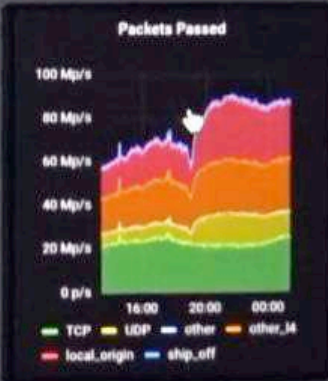
7:07 PM  
Jan 10, 2023

wide open! 7:43 PM

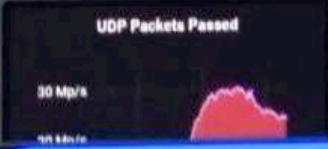
grep 'fb0' production | wc -l  
48

Path claimed transit: 12Tbps  
Path max capacity per machine: 100Gbps  
LB count: 48  
Max possible filtering capacity: 4.8Tbps 7:56 PM

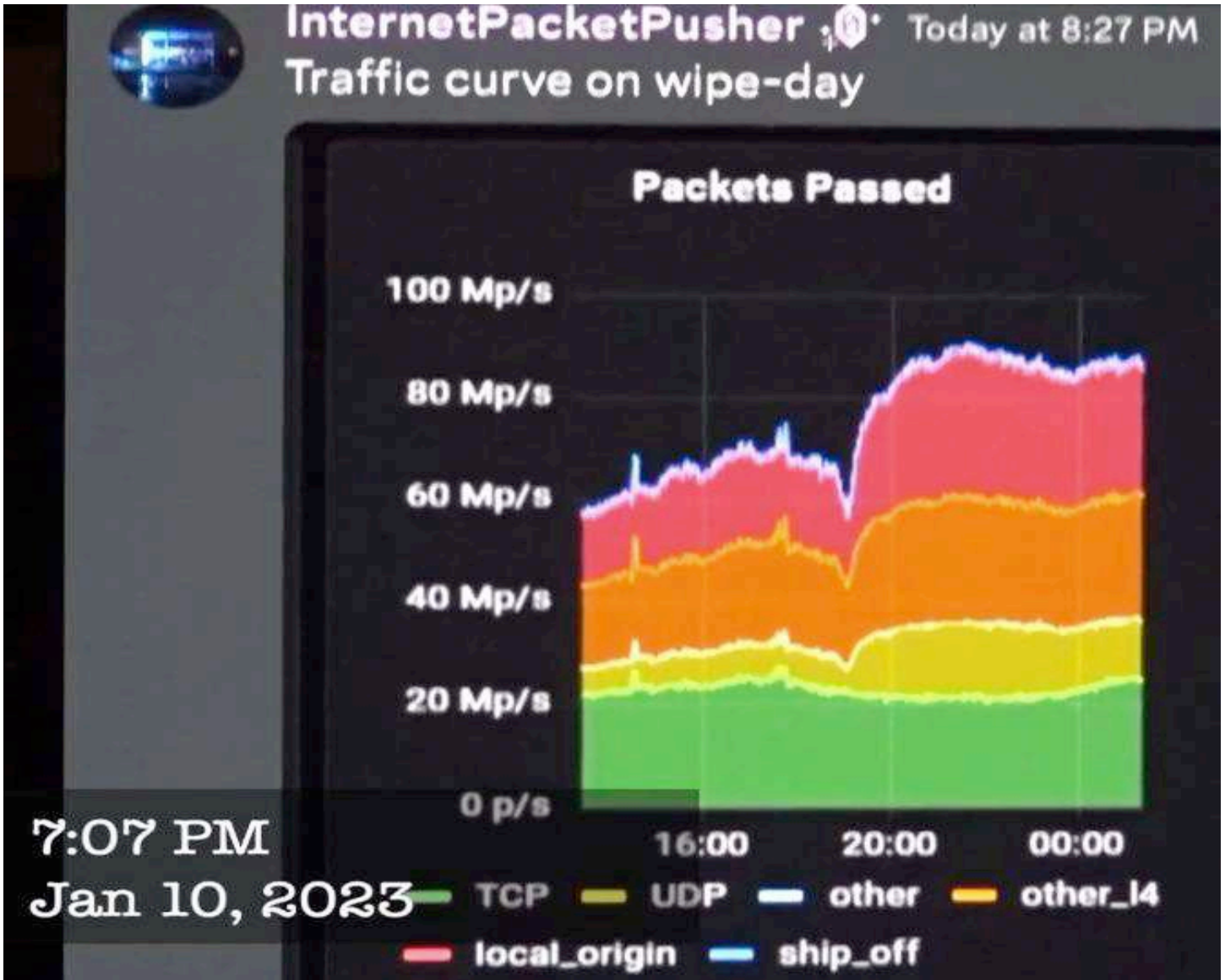
InternetPacketPusher Today at 8:27 PM  
Traffic curve on wipe-day



For UDP only



Imagine only doing a 80Mp/s peak  
and returning to only 60Mp/s normal traffic 9:28 PM



# **EXHIBIT C**

Sponsored Ads Slots Available! [Book your slot here!](#)

Overview Internal Txns Logs (1) State

</> API

Transaction Hash: 0x08bb5e1ba65a3cfc9e6702b1d0f9f96388e235a58aae8afe5bf713b04b73fa45

Status: Success

Block: 16320632 7971881 Block Confirmations

Timestamp: 1116 days ago (Jan-02-2023 05:38:11 PM UTC)



From: 0x7aF8b2a4973a5428f8C3E6F9183258467355b90e

To: 0x80adae301f39c9BB76F273675D827650b12425c4

Internal Transactions: All Transfers Net Transfers
Transfer 0.49727579 ETH \$603.68 From 0x80adae30...0b12425c4 To Kraken 4

Value: 0.49727579 ETH \$603.68

Transaction Fee: 0.000846702 ETH \$1.03

Gas Price: 17 Gwei (0.000000017 ETH)

More Details: + Click to show more

Private Note: To access the Private Note feature, you must be Logged In

A transaction is a cryptographically signed instruction that changes the blockchain state. Block explorers track the details of all transactions in the network. Learn more about transactions in our Knowledge Base.

# **EXHIBIT D**





**cpke** Today at 9:00 PM

458

What is the "private community" you're referring to?



**Archetype** Today at 9:05 PM

is private invite only community..cannot share else it is against the rules.  
i was just curious if files belonged to their stack



**cpke** Today at 9:08 PM

Can you name any other files part of this codebase or any extracts of code, and what leads you to believe that it belongs to us?

NEW



**Archetype** Today at 9:11 PM

the post on private community include one header function and says path.net of breached place

```
def reconcile_blocklisted_sources(self,  
self.reconcile_dest_srcs(state.get("existing_dest_srcs",
```

January 5, 2023



**cpke** Today at 9:00 PM

What is the "private community" you're referring to?



**Archetype** Today at 9:05 PM

is private invite only community..cannot share else it is against the rules.  
i was just curious if files belonged to their stack



**cpke** Today at 9:08 PM

Can you name any other files part of this codebase or any extracts of code, and what leads you to believe that it belongs to us?



**Archetype** Today at 9:11 PM

the post on private community include one header function and says path.net of breached place

```
def reconcile_blocklisted_sources(self,  
self.reconcile_dest_srcs(state.get("existing_dest_srcs"),
```



**cpke** Today at 9:14 PM

Is there anything else in it that can be used to verify?



**Archetype** Today at 9:15 PM

```
def reconcile_forever(self, stop_event):  
    signal.signal(signal.SIGINT, signal.SIG_IGN)  
    signal.signal(signal.SIGTERM, signal.SIG_IGN)  
  
    while not stop_event.is_set():
```



Archetype Today at 9:15 PM



```
def reconcile_forever(self, stop_event):
    signal.signal(signal.SIGINT, signal.SIG_IGN)
    signal.signal(signal.SIGTERM, signal.SIG_IGN)
```

460

```
while not stop_event.is_set():
    try:
        with psycopg2.connect(
            host=self.db_host,
            port=self.db_port,
            dbname=self.db_name,
            user=self.db_user,
            password=self.db_pass,
        ) as conn, pyroute2.IPRoute() as ip:
            conn.set_session(readonly=True, autocommit=True)
            cur = conn.cursor()
            while not stop_event.is_set():
                self.reconcile(self.state, cur, ip)
                stop_event.wait(self.interval)
    except Exception:
        logging.exception("")
        stop_event.wait(self.interval)
        self.state = {}
```

```
self.state = {}
```

```
PM key = ffi.new( 461  
    "struct filtered_addr_key *",
```

```
with psycopg2.connect(
    host=self.db_host,
    port=self.db_port,
    dbname=self.db_name,
    user=self.db_user,
    password=self.db_pass,
) as conn, pyroute2.IPRoute() as ip:
    conn.set_session(readonly=True, autocommit=True)
    cur = conn.cursor()
    while not stop_event.is_set():
        self.reconcile(self.state, cur, ip)
        stop_event.wait(self.interval)
except Exception:
    logging.exception("")
    stop_event.wait(self.interval)
    self.state = {}

key = ffi.new(
    "struct filtered_addr_key *",
```



**cpke** Today at 9:31 PM

Is it possible to get an invitation to this community?



**Archetype** Today at 9:32 PM

community is invite only u need 2 invites from trusted members and i do not know u



**cpke** Today at 9:33 PM

What about its name or location (i.e Discord, WhatsApp)?



**Archetype** Today at 9:38 PM

it is tor  
i cannot share link  
why do you want it  
even if i want invite u i cannot as it requires 2 vouches



**cpke** Today at 9:39 PM

Most of our code is C to begin with, is there any of that?



**Archetype** Today at 9:47 PM

post listed these

- c source code
- python source code
- path portal source code
- whmcs database backup
- ips of all firewall servers
- ssl certificates from nginx
- more than 200mb data

code i shared u was posted as proof

for sale price is 800.000\$



**cpke** Today at 9:51 PM

Have any snippets of the C source code been provided?



**Archetype** Today at 9:47 PM  
post listed these

meet.google.com is sharing a window.

Stop sharing  
404

Hide

c source code  
python source code  
path portal source code  
whmcs database backup  
ips of all firewall servers  
ssl certificates from nginx  
more than 200mb data

code i shared u was posted as proof

for sale price is 800.000\$



**cpke** Today at 9:51 PM

Have any snippets of the C source code been provided?



**Archetype** Today at 10:00 PM

post says only buyers with deposit of 50.000\$ can see more code, says  
it is single sale

only other source piece is this  
`os.path.realpath(file))`, "libbpf.so"



**cpke** Today at 10:01 PM

That isn't the C code unfortunately

**Archetype** Yesterday at 10:00 PM  
post says only buyers with deposit of 50.000\$ can see more code, says it is single sale  
only other source piece is this  
os.path.realpath(file)), "libbpf.so"

**cpke** Yesterday at 10:01 PM  
That isn't the C code unfortunately  
Can you copy paste the entire post (any identifiable information about the site can be redacted)?

**Archetype** Yesterday at 10:04 PM  
why

**cpke** Yesterday at 10:04 PM  
Just so that we can verify, it's impossible for us to do so without seeing an extract of the C code

**Archetype** Yesterday at 10:08 PM  
forums have rules  
but if its legit i can intro u to seller  
i will not take risk if not legit

**cpke** Yesterday at 10:09 PM  
We'd be willing to an introduction on the basis that any part of the C source code can be verified

**Archetype** Yesterday at 10:10 PM

+ Message @Archetype



### Archetype#8484

**DISCORD MEMBER SINCE**  
Jan 05, 2023

**NOTE**  
Click to add a note

1 Mutual Server >

source code can be verified

**Archetype** Yesterday at 10:10 PM  
i will intro u to seller if it is legit  
but i am not taking the risk unless it is legit

**cpke** Yesterday at 10:14 PM  
Did the seller share any other code besides this?  
Specifically, any C code?

**Archetype** Yesterday at 10:17 PM  
seller said they will show more with a deposit as its a single sale

**cpke** Yesterday at 10:18 PM  
Can't do anything without being able to verify the C code  
Ask if the seller could provide one line of C code

**Archetype** Yesterday at 10:28 PM  
i msged seller while talking to u  
seller offered two things KBUILD\_MODNAME and \_\_sk\_buff as "random  
code reference" and said theres hashmap tables like blocklist,  
blocklist\_cidr, lorbit\_district, symmetric, filtered\_addr  
seller said no more will be shared until a deposit is made  
seller says the c code is "the most valuable" of it so they are not willing  
to give any more until deposit

**cpke** Yesterday at 10:30 PM  
Those references aren't proof of any C code since they could exist

+ Message @Archetype GIF .gif 😊



### Archetype#8484


**DISCORD MEMBER SINCE**


Jan 05, 2023


**NOTE**

Click to add a note


1 Mutual Server >


 seller said they will show more with a deposit as its a single sale


 **cpke** Today at 10:18 PM  
Can't do anything without being able to verify the C code  
Ask if the seller could provide one line of C code

 **Archetype** Today at 10:28 PM  
i msged seller while talking to u  
seller offered two things KBUILD\_MODNAME and \_\_sk\_buff as "random code reference" and said theres hashmap tables like blocklist, blocklist\_cidr, lorbit\_district, symmetric, filtered\_addr  
seller said no more will be shared until a deposit is made  
seller says the c code is "the most valuable" of it so they are not willing to give any more until deposit

|| meet.google.com is sharing a window. St

 **cpke** Today at 10:30 PM  
Those references aren't proof of any C code since they could exist anywhere else, such as in Python  
Is there any snippets of C code that could be provided?

 **Archetype** Today at 10:32 PM  
seller said no more will be shared until a deposit is made

 **cpke** Today at 10:32 PM  
Can't proceed until verification of C code

There's no value in a single line regardless, so no risk is incurred to the seller

I msged seller while talking to u  
seller offered two things KBUILD\_MODNAME and \_\_sk\_buff as "random code reference" and said theres hashmap tables like blocklist, blocklist\_cidr, lorbit\_district, symmetric, filtered\_addr  
seller said no more will be shared until a deposit is made  
seller says the c code is "the most valuable" of it so they are not willing to give any more until deposit

|| meet.google.com is sharing a window.

**cpke** Today at 10:30 PM

Those references aren't proof of any C code since they could exist anywhere else, such as in Python  
Is there any snippets of C code that could be provided?

**Archetype** Today at 10:32 PM

seller said no more will be shared until a deposit is made

**cpke** Today at 10:32 PM

Can't proceed until verification of C code  
There's no value in a single line regardless, so no risk is incurred to the seller

**Archetype** Today at 10:40 PM

pushed seller for more  
seller said no c but can share this  

```
local req = string.format('POST /fivem/%s/authorize_user/%s HTTP/1.1\r\n\r\n', txn.f:dst(), txn.f:src());
```

  
seller will share c code on deposit





cpke Yesterday at 10:32 PM

Can't proceed until verification of C code  
There's no value in a single line regardless, so no risk is incurred to the seller



Archetype Yesterday at 10:40 PM

pushed seller for more  
seller said no c but can share this  
`local req = string.format('POST /fivem/%s/authorize_user/%s HTTP/1.1\r\n\r\n', txn.f:dst(), txn.f:src());`  
seller will share c code on deposit



cpke Yesterday at 10:45 PM

That isn't C code either, as such we can't do anything  
It seems that the seller doesn't have access to any of the C code



Archetype Yesterday at 10:48 PM

u have implied that this code is legit  
i do not like being middleman of you and seller  
i do not know u and this is big risk to me



cpke Yesterday at 10:48 PM

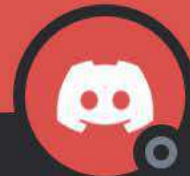
We haven't seen anything that can be used to verify the legitimacy yet since there's no C code



cpke Yesterday at 11:28 PM

Is there anything else, or are we done?

+ Message @Archetype



### Archetype#8484

#### DISCORD MEMBER SINCE

Jan 05, 2023

#### NOTE

Click to add a note

1 Mutual Server >

# **EXHIBIT E**

Court File No. CV-22-00000100-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

PATH NETWORK, INC. and  
TEMPEST HOSTING LLC

Plaintiffs

- and -

CURTIS MICHAEL GERVAIS, PACKET RABBIT INC.,  
JOHN DOES, JANE DOES, and DOE CORPOATIONS

Defendants

**AFFIDAVIT OF RENE ROOSEN**

I, RENE ROOSEN, currently in the City of London, in the Country of England, in the United Kingdom of Great Britain and Northern Ireland, MAKE OATH AND SAY AS FOLLOWS:

1. I am an authorized representative of Game Server Kings (“GSK”), a business which provides web hosting and management services to online video game companies. I swear this Affidavit to provide this Honourable Court with direct evidence further to the Affidavits which I understand were sworn in support of the Plaintiffs’ requests for injunctive relief against the Defendants in this matter. A business known as Cosmic Global is a subsidiary of GSK and I am an authorized representative of Cosmic Global as well.

2. I understand that my Affidavit herein will be used in support of a Motion by the Defendants Mr. Gervais and Packet Rabbit Inc. to set aside certain Orders issued by this Honourable Court. I swear this Affidavit only for the purposes of providing my information knowledge and belief respecting the matters in issue to this Honourable Court, and for no other or improper purpose.

***The Affidavit Evidence of the Plaintiff***

3. I have reviewed all of the evidence filed by the Plaintiff in support of the Orders it obtained on January 9, 2023. Throughout the Plaintiffs' evidence I am referred to as "Renual Roosen". My name is Rene Roosen, "Renual" is a name that I sometimes use as an online user name.

***The Only Information Curtis Gervais has Ever Provided to me about the Plaintiffs***

4. Throughout the Affidavit evidence filed in support of the Plaintiffs' Motions there is speculation that Mr. Gervais has provided me with confidential information respecting the Plaintiffs.
5. This evidence of the Plaintiffs is not accurate.
6. Mr. Gervais advised me that the principal of the Plaintiffs, Mr. Marshall Webb, had failed or refused to make payment to Mr. Gervais of an amount of approximately \$60,000.00 in compensation which was properly due and owing to him. Mr. Gervais did not share any information with me concerning the Plaintiff that was not generally known by the public.

7. Mr. Gervais advised me that he believed he had not been paid because the Plaintiffs did not have the funds to make that payment.
8. I did and do believe Mr. Gervais' advice that he had not been paid by the Plaintiffs that to which he was entitled. I did and do believe that he was merely venting to me that he had not been paid.
9. I believed that Mr. Gervais' advice that he had not been paid because the Plaintiffs did not have the funds to make payment to him was accurate.
10. From my interaction with Mr. Gervais, I do believe that Mr. Gervais has particularly advanced tech knowledge and expertise, and my expectation based on that impression is that he would have proven to be a tremendously valuable asset to the Plaintiffs' business.
11. As a result, my presumption was that the only reason the Plaintiffs would refuse to pay Mr. Gervais was because they could not afford to do so owing to acute financial difficulties.
12. Additionally, as will be described below, Mr. Gervais was not the only employee of the Plaintiffs who were making public assertions that the Plaintiffs had refused to pay them compensation to which they were entitled because of a lack of funds in and around the material period of time.

***The Allegations that Mr. Gervais Shared Other Confidential Information with Me***

13. Despite the Plaintiffs' evidence being replete with speculation and leaps to conclusions suggesting that Mr. Gervais shared highly sensitive information about the Plaintiff's business with me, there is no truth to that assertion.
14. Mr. Gervais did not provide any confidential information to me surrounding the Plaintiffs' business. Mr. Gervais did not disclose to me any names of any of the Plaintiffs' customers nor any information about the Plaintiffs' customers.
15. The suggestion to the contrary is not truthful.

***The Affidavit of Leifur Steinn Gunnarson sworn December 15, 2022***

16. I have reviewed the Affidavit of Leifur Steinn Gunnarson sworn December 15, 2022 in its entirety. In particular, I have reviewed paragraph 16 of that Affidavit which reads as follows:
  16. In the context of this development, my partner/employee Nathan Gimblett had recently received information from Roosen (via Discord) with respect to the alleged financial health of Path Net and Tempest. Roosen had told Mr. Gimblett that Path Net and Tempest were insolvent and likely to go under. Roosen Told Mr. Gimblett that the source of his information was Gervais. At the time, we believed that Gervais was still the CEO of Tempest. Mr. Gimblett advised me that he had followed-up on Roosen's allegations with Gervais himself, who confirmed it to be true.
17. This evidence is not accurate. On July 6, 2022, I received a message from Nathan Gimblett in which Mr. Gimblett advised me that the Plaintiff Path Net is "broke and cant [sic] afford the london cage". He advised me that Mr. Gunnarson was suing the Plaintiff Path Net. In the message Mr. Gimblett advised me that Mr. Gunnarson was the source of that information.
18. Attached hereto as **Exhibit "A"** is a copy of Mr. Gimblett's message to me in that respect.

19. A “cage” is a space in a data center where “server racks” are installed which are racks which hold servers. If a business that provides web hosting services cannot afford to maintain a “cage” intended to support the hosting services being providing to that business’ clients, those clients’ services would be in serious jeopardy of being suddenly terminated.
20. Such an event could wipe out an entire hosting business in a single moment, as a hosting business’ clients rely on uninterrupted hosting services to run their business.
21. The flow of information about the Plaintiffs’ precarious financial information was entirely opposite to how it is described by Mr. Gunnarson. That is, Messrs. Gunnarson and Gimblett advised me that the Plaintiffs were experiencing financial difficulty, not the other way around as Mr. Gunnarson deposes.
22. I cannot reconcile Mr. Gunnarson’s evidence with what actually happened, however I can advise this Honourable Court that the evidence at paragraph 16 of his Affidavit simply is not factual/truthful.

***My Subsequent Call with Mr. Gunnarson***

23. Later in the day on July 6, 2022, I received a call from Mr. Gunnarson. He was distressed and advised me that the Plaintiff Path Net had suspended access to the space he was renting. He inquired whether GSK could service his business’ needs. He needed alternative services on an immediate basis.

24. Attached hereto as **Exhibit “B”** is a copy of a message exchange between me and Mr. Gunnarson which began on July 6, 2022 and continued the following day, leading up to the call I had with him.
25. During the call Mr. Gunnarson repeated to me that he had genuine concerns that the Plaintiff Path Net could not afford to service its customers. Prior to this call I had seen references to the Plaintiffs financial woes in postings in a public discord by Victor Heilskov, who had been detailing that the Plaintiffs had not paid him compensation to which he was entitled.
26. I was able to find Mr. Heilskov’s posting and I attach a copy hereto as **Exhibit “C”**. I recall seeing this in or about mid July 2022.

***Mr. Anthony Modica***

27. Mr. Modica has long been a client of a subsidiary of GSK called Icedhost. Attached hereto as **Exhibit “D”** is a copy of a receipt for a payment Mr. Modica made to Icedhost in 2019.
28. On July 17, 2022 Mr. Modica created a video that was disparaging towards GSK. It was brought to my attention by one of GSK’s clients. I wrote to Mr. Modica to confront him about it. I was not pleased that he would suddenly and without reason take time to disparage my brand.

***The Allegations Respecting CFX.RE and RSM***

29. I can advise this Honourable Court that neither CFX.RE nor RSM are hosted with GSK. I do not know the basis for the Plaintiffs' suggestion in this regard.

30. Based on my review of the Plaintiffs' evidence, they appear to suggest that any time a client cancels service with them it must have been because I solicited that client. It is unclear to me how the Plaintiffs have drawn that conclusion.

***Nexus Online/Kyle and Vital Games Network***

31. I can advise this Honourable Court that Nexus Online and Vital Games Network have been customers of GSK since early 2021, long before the matters in issue in this Action arose.

32. I did not solicit either of these companies for their business. GSK has had their business, almost exclusively since they started with GSK in 2021.

33. I wrote to Kyle about the rumours of the Plaintiffs' financial difficulty. As previously deposed a sudden stoppage of service could be disastrous and even fatal to a business. The financial difficulties of the Plaintiffs were within the public realm, and Mr. Gervais was not the only source of that information.

***The Evidence of Ray Russell Reese III***

34. At paragraph 32 of his Affidavit, Mr. Reese asserts that it is his opinion that the Plaintiffs' evidence establishes that Mr. Gervais provided me with confidential

information about the Plaintiffs' business, in particular the fact that the Plaintiffs were insolvent and, surprisingly, the identity of the Plaintiffs' clients.

35. I have deposed as to what Mr. Gervais advised me about the Plaintiffs above, namely that they did not pay that to which he was entitled when it was due. My understanding of the word "insolvent" is that it means a person or corporation cannot pay its debts as they come due.
36. I do not know whether the fact that Mr. Gervais was not being paid by the Plaintiffs can be considered confidential information. In any event I deposed above that Mr. Gervais was not the only employee advising people that the Plaintiffs were not paying their employees.
37. With respect to the identities of the Plaintiffs, I am aware of a Discord group moderated by the Plaintiffs which Discord group discloses those participants who are customers of the Plaintiffs. I know this because I have personally seen that Discord group (although I was quickly blocked from it after entering).
38. Moreover, Tempest itself advertises the identities of many of its customers on its own website. This information has been specifically placed into the public realm by the Plaintiffs. Attached hereto as **Exhibit "E"** is a printout of the Plaintiff Tempest's website. The banner on the bottom identifies a large number of its customers.
39. I can advise this Honourable Court that in real time, the banner on the bottom moves from right to left continuously displaying a very long list of Tempest's customers.

40. If I ever wanted to target Tempest’s customers, I would only need to view its website to learn who they are.

41. Additionally, in the game server space, there are public discords which disclose the contact information of individuals who require ongoing hosting services for online gaming businesses. This information is available to anyone.

42. I swear this Affidavit for the purposes of providing direct evidence respecting these occurrences to this Honourable Court and for no other or improper purpose.

SWORN remotely by Rene Roosen )  
before me at the City of Toronto, in the )  
Province of Ontario, on this 14<sup>th</sup> day of March, )  
2023 in accordance with O. Reg 431/20, )  
Administering Oath or Declaration Remotely )  
DocuSigned by: )  
Michael A Katzman )  
A63B4FA1AA1C47C... )  
A commissioner for taking affidavits, etc. )

DocuSigned by:  
Rene Roosen  
C99B543EF6CF4D0...  
**RENE ROOSEN**

*This is Exhibit .....A..... referred to in the  
Affidavit of.....Rene Roosen.....  
sworn remotely by on this 14<sup>th</sup> day of March 2023, in accordance with  
O. Reg 431/20, Administering Oath or Declaration Remotely.*

DocuSigned by:

*Michael A Katzman*

A63B4FA1AA1C47C...

A COMMISSIONER FOR TAKING AFFIDAVITS