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Plaintiff, pro se

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

JACOB HARTMANN, Plaintiff, v. TRACKVIA, INC.; BOW RIVER ASSET MANAGEMENT, LLC; and JOHN P. RAEDER, JR., Defendants.	Civil Action No. _____ COMPLAINT AND DEMAND FOR JURY TRIAL, DECLARATORY, INJUNCTIVE, AND OTHER RELIEF Trenton Vicinage Requested
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1. For purposes of Local Civil Rule 10.1(a), Plaintiff Jacob Hartmann's street and post-office address is 1228 Anchor Avenue, Beachwood, New Jersey 08722. Defendant TrackVia, Inc., a Delaware corporation, has its principal place of business in Denver, Colorado and identifies 1801 California Street, Denver, Colorado 80202 as its business address. Its Delaware registered agent is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. Defendant Bow River Asset Management, LLC identifies its principal office at 3250 East Second Avenue, Suite 300, Denver, Colorado 80206; its January 13, 2026 periodic report lists Suzette Shafer Sasaoka as registered agent and 205 Detroit Street, Suite 800, Denver, Colorado 80206 as its then principal-office and registered-agent address. Defendant John P. Raeder, Jr.'s last known residence address is 1001 East Oxford Lane, Cherry Hills Village, Colorado 80113.

2. Hartmann appears pro se and asserts only rights he holds personally, including rights conveyed by the August 14, 2026 written assignment described below. Hartmann Industries, LLC is not a plaintiff, and Hartmann does not purport to represent that or any other artificial entity pro se.

PART ONE — CASE OVERVIEW, PARTIES, JURISDICTION, AND FACTS

I. NATURE OF THE ACTION

3. TrackVia recruited Hartmann from a separate New Jersey business relationship into a full-time director-level role, directed work beyond the written marketing Statement of Work, and terminated him during Bow River's acquisition and operational intervention.
4. TrackVia identified Hartmann's Beachwood address in the contract, accepted his New Jersey services, administered compensation and tax reporting through that address, and reimbursed New Jersey-origin business travel. Its later ownership response was addressed there and identified transmission by email and certified mail.
5. The claims concern retained CodeCompanion rights; classification, compensation, discrimination, and retaliation; Bow River's and Raeder's direct workforce intervention; and recruitment and later assurances inducing Hartmann's performance and reliance.
6. Hartmann authored the June 7, 2022 CodeCompanion script-generation baseline before either services agreement. Its original expression, the later confidential configuration, and company-directed projects are separately identified below.
7. TrackVia's January 2, 2026 AI overview, whose author metadata identifies Kyle Turner, prioritized becoming an "AI-Native organization" through TrackMate (a Slack assistant), AppForge (a multi-agent application builder), Radar (a natural-language data interface), AI-accelerated services, premium tiers, and monetization.

8. TrackVia required forty hours weekly, assigned and reviewed Hartmann's work, integrated him into internal systems and recurring meetings, and designated him hiring manager for a W-2 employee.
9. Engineering leaders described his output as "10x engineering level," selected his multifactor-authentication (MFA) solution for customer-critical delivery, and acknowledged that his AI-architecture work was "not marketing services."
10. After repeated classification, control, tax, benefit, scope, and compensation objections, Hartmann submitted a written proposed escalation on February 27, 2026, requesting a separate engineering Statement of Work and pausing further engineering pending written correction.
11. His manager, Charles Varvarinecz, called the submission "100% accurate with clear evidence," requested deferred escalation, and later reported a senior-management meeting. No corrective engineering SOW or rate followed.
12. Acquisition communications described positions as secure, expansion across every function, and a transaction that was "not a cost-cutting exercise." Hartmann continued marketing and transition cooperation.
13. At the March 20, 2026 acquisition meeting, Raeder prescribed workforce conditions for Bow River and identified its centralized people-operations leadership.
14. After asking about the Eastern Europe marketing worker and receiving "Romania" from Bow River Senior Associate Kosta Brkovic, Raeder answered: "No, all of our marketing's going to be here," without asking what Hartmann did.

15. In contrast, Raeder welcomed domestic remote workers and told Dominican Republic-based Android contractor Wilson Garcia to keep working after learning that he was “pivotal.”
16. Eleven days later, Seubert and Bow River people-operations leader Latisha Beringer terminated Hartmann immediately in an approximately ninety-second call. Access was revoked within approximately one hour, without the required fifteen days’ prior written notice.
17. TrackVia continued or rebuilt overlapping functions through Denver-based, hybrid, remote, and other personnel.
18. TrackVia later asserted continuing ownership and exploitation rights adverse to Hartmann’s retained technology rights, creating the present ownership and threatened-use controversy.
19. Hartmann seeks declaratory and protective relief, statutory discrimination and retaliation remedies, notice and compensation relief, and fraud and reliance damages against the defendants identified in each count, without duplicate recovery.

II. PARTIES AND RELEVANT ACTORS

20. Hartmann is solely a United States citizen, of Romanian and Eastern European ancestry, born and raised in New Jersey. Beachwood, Ocean County remains his principal United States legal, tax, mailing, banking, licensing, registration, and family base. He files resident NJ-1040 returns and reports his personal TrackVia remuneration in his United States and New Jersey filings.
21. Hartmann has lawfully resided in Bucharest since 2018 under annually renewable temporary investment and commercial residence permission. He is not a Romanian citizen

and held no Romanian employment permit for TrackVia or Bow River. His residence-related investment activity was separate from the personal TrackVia engagement. TrackVia did not recruit him to a Romanian position, sponsor an overseas assignment, place him on Romanian payroll, or enter a Romanian employment agreement. At Varvarinecz's request, he generally worked United States Eastern Time hours. He performed services from his ordinary United States work base in Beachwood during periods when he was physically in the United States and traveled to Denver from New Jersey and Bucharest at TrackVia's request and expense. TrackVia knew and accepted his Romanian ties; he openly discussed his Eastern European ancestry and family roots with coworkers. But for cancellation, he would have continued the established New Jersey performance.

22. Certain quoted TrackVia records use the spelling "Hartman." Those references identify Hartmann.
23. Hartmann owns the original human-authored June 7, 2022 baseline. Alternatively, any scheduled interest held by Hartmann Industries and assignable accrued enforcement claim passed to him on August 14, 2026; the LLC retains none.
24. Defendant TrackVia, Inc. is a Delaware corporation with its principal place of business in Denver, Colorado. TrackVia sells and supports an enterprise low-code workflow-management platform and related software, including for public-sector and regulated customers.
25. TrackVia's agreements, invoices, federal compensation reports, notices, and HR systems identified Hartmann or Hartmann Industries at New Jersey addresses. His Beachwood base was used for actual services; no Romanian subsidiary or substituted foreign posting replaced that relationship.

26. Bow River Asset Management, LLC, Colorado Entity ID No. 20031006462, conducts business as Bow River Capital at the addresses in paragraph 1. It manages private investment funds and a Software Growth Equity strategy whose team announced and completed the TrackVia majority buyout. Liability rests on its own operational direction, authorization, participation, and ratification through Raeder and other personnel.
27. Defendant John P. Raeder, Jr. is a natural person and, on information and belief, a Colorado citizen and resident. The March 20 invitation identified him as Bow River's Vice Chairman and Head of Software Investments. Public transaction materials described him as a Bow River partner, prior TrackVia independent board member, and strategic participant in the acquisition.
28. Raeder prescribed workforce conditions, made individualized retention decisions, and announced the marketing-location rule within his Bow River authority. Bow River is responsible for that conduct; his individual liability is asserted where the governing law permits.
29. Before closing, Raeder served on TrackVia's board and Bow River conducted comprehensive accounting, insurance, benefits, product, and go-to-market diligence. It then supplied centralized people operations and prescribed compensation, staffing, and continued-work conditions. On information and belief, those structures were used in Hartmann's termination.
30. Raeder is sued for his own conduct under laws permitting individual liability, including the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12 ("NJLAD"). Bow River's asserted capacities include employer, joint employer, and active aider, as specified in each count.

31. Relevant actors include then-Chief Revenue Officer and direct manager Charles Varvarinecz; then-product and engineering leader Kyle Turner; then-CEO Nathan Allen; finance leader and contract signatory Brett Hendee Reed; and COO Adam Seubert, who communicated termination. Beringer participated after Raeder identified her as directing Bow River's portfolio people operations. Brkovic participated in diligence and the March 20 presentation. Acts are attributed to the entity for which each acted.

III. JURISDICTION, VENUE, AND RELATED FORUM MATTERS

A. Original and supplemental subject-matter jurisdiction

32. Original jurisdiction arises under 28 U.S.C. § 1331 over Count II (Defend Trade Secrets Act, 18 U.S.C. § 1836(b)), Counts X–XI (Title VII of the Civil Rights Act of 1964), and Counts XII–XIII (42 U.S.C. § 1981), and under 18 U.S.C. § 1836(c) and 42 U.S.C. § 2000e-5(f)(3) for the respective claims. Counts XII–XIII separately identify domestic contractual impairment and U.S. enforcement interference. Related state claims and the contract-based declaration fall within 28 U.S.C. § 1367(a). Diversity is not asserted.
33. Count I seeks a remedy under 28 U.S.C. §§ 2201–2202, supported by supplemental jurisdiction. TrackVia's asserted current exploitation rights and announced continuing exercise create an immediate controversy over ownership, transfer, and permission. See *MedImmune, Inc. v. Genentech, Inc.*, 549 U.S. 118, 127 (2007).
34. The claims share operative facts concerning the agreements, covered Work Product, separately supplied material, directed technical services, accepted benefits, and the acquisition's characterization of Hartmann's functions. Termination ended his access while TrackVia retained implementations and asserted rights in their results. These facts connect the technology, compensation, and selection disputes under § 1367(a).

35. Overlapping product, engineering, finance, and management records concern those services, diligence disclosures, and termination reasons. The state trade-secret claim concerns the same configuration and threatened acts as the DTSA claim.

B. Related administrative proceedings

36. New Jersey labor authorities requested information about Hartmann’s classification, compensation, and New Jersey connection. Related unemployment, classification, CCRD, EEOC, and OSHA matters are identified in the separate Local Civil Rule 11.2 certification.
37. On April 30, 2026, Colorado Labor Standards issued an intake dismissal stating that the complaint form described work apparently performed entirely outside Colorado. No adversarial hearing or merits determination addressed classification, control, compensation, protected activity, or retaliation.
38. Hartmann disputes “entirely”: he performed required, reimbursed Denver work in November 2023, October 2024, and July 2025. That work, New Jersey performance, and temporary Romanian residence are pleaded according to their relevance to each claim.
39. The requested administrative stay concerns only Title VII. The independently pleaded federal and related state claims arise from the shared operative facts described in paragraphs 32–35.
40. Hartmann filed his CCRD charge against TrackVia on June 16, 2026. On August 12, he transmitted a signed, verified charge to EEOC Philadelphia, with a Denver routing copy, expressly naming TrackVia, Bow River Asset Management LLC d/b/a Bow River Capital, TrackVia TopCo, Inc., and TrackVia Acquisition Co., LLC jointly and alternatively. It requested agency action, described Bow River’s operational and joint-employer participation, and charged national-origin- and ancestry-based selection and the March 31 termination. Bow River appeared in both the respondent table and substantive allegations.

41. The EEOC's August 13 confirmation and portal display identify TrackVia under No. 530-2026-08154, omitting other names in the verified charge. Hartmann understands this as a processing issue, not his restriction of the charge. His August 21 verified request sought confirmation, correction, amendment, or separate processing while preserving the earliest lawful receipt date. Bow River was already named. The transaction entities remain potential agency respondents, not civil defendants here. The actual submission, notification, and processing record—not the portal caption alone—govern the requested administrative determination.
42. No right-to-sue notice has issued. The August 12 submission requested early issuance under 29 C.F.R. § 1601.28(a)(2). Hartmann requests a limited stay of Counts X–XI's merits adjudication, thirty-day status reports, and prompt amendment or supplementation under Rule 15 upon issuance, while independent claims and coordinated preservation proceed. The notice condition is mandatory but nonjurisdictional; Hartmann requests the stay and opportunity to cure as discretionary case-management relief. *Gooding v. Warner-Lambert Co.*, 744 F.2d 354 (3d Cir. 1984); *Fort Bend County v. Davis*, 587 U.S. 541 (2019). Coordination preserves agency processing and avoids claim splitting. *Churchill v. Star Enterprises*, 183 F.3d 184 (3d Cir. 1999).
43. The requested stay includes an opportunity to complete any necessary administrative amendment concerning post-charge discrimination-related interference. It does not seek premature Title VII merits adjudication. The independently pleaded § 1981 claims require no EEOC notice.

C. Defendant-specific personal jurisdiction

44. Specific jurisdiction is asserted under Rule 4(k)(1)(A) and New Jersey Court Rule 4:4-4 through TrackVia's claim-related undertakings, continuing obligations, and performance.

Physical entry is not indispensable. *Remick v. Manfredy*, 238 F.3d 248, 255–56 (3d Cir. 2001); *Telcordia Tech Inc. v. Telkom SA Ltd.*, 458 F.3d 172, 177–78 (3d Cir. 2006).

45. TrackVia contracted with the New Jersey LLC in November 2022 under New Jersey law and forum terms, then recruited Hartmann personally under a distinct Beachwood-addressed agreement preserving his control of work location. It accepted his regular New Jersey services as part of the continuing engagement later canceled.
46. TrackVia required and funded the November 16–20, 2023 Newark–Denver–Newark trip, reimbursing airfare and lodging through INV-0012. Apart from Denver travel, Hartmann performed ordinary TrackVia duties from Beachwood in November–December 2023, October 2024, and July 2025. Travel, contract, payment, tax, and performance records connect the disputed obligations to that base.
47. Accepted New Jersey services connect to classification, compensation, and termination. The 2022 New Jersey commitment connects to the ownership allocation TrackVia invokes; its later Beachwood-addressed rights assertion continues that dispute. Jurisdiction rests on those dealings and performance together, not consequential injury alone.
48. Bow River directly intervened: Raeder prescribed work conditions and assessed individual exceptions, its personnel and board participated in compensation and staffing, and Beringer helped implement Hartmann’s termination. Those acts changed the particular continuing service relationship.
49. On information and belief, Bow River integration personnel reviewed Hartmann’s New Jersey-addressed contract and compensation records in the workforce decision. The inference rests on operational diligence, transaction-produced records, Holland & Hart LLP’s (“H&H”) identification of TrackVia’s data room and Bow River as sources,

Beringer's participation, and Seubert's acknowledgment of contractual obligations. Actual review and decision use are within defendants' records.

50. Bow River's workforce direction and people-operations implementation support its alleged agency or joint-employer participation. Attribution is limited to the pleaded authority and conduct of the named adviser, not every fund or affiliate.
51. Raeder personally identified the Romania-based marketing worker, prescribed the marketing rule, and assessed exceptions TrackVia implemented. On information and belief, his board and integration roles supplied access to the contract and workforce information through which he directed or materially influenced termination of the New Jersey-connected relationship.
52. If jurisdictional facts are contested, Hartmann requests targeted discovery of contract and workforce review, known New Jersey performance, integration authority, and the termination recommendation and approval chain. See *Metcalfe v. Renaissance Marine, Inc.*, 566 F.3d 324, 331, 336 (3d Cir. 2009); *Shuker v. Smith & Nephew, PLC*, 885 F.3d 760, 781 (3d Cir. 2018).

D. Statutory venue, competing forum commitments, and Trenton assignment

53. Venue for non-Title VII claims, including Counts XII–XIII, is asserted under 28 U.S.C. § 1391(b)(2). Substantial events include accepted New Jersey services, claim-related contractual undertakings, and interruption of that continuing performance. Post-charge interference concerns the U.S.-directed cooperation restrictions pleaded below. The events need not be the largest share but must be substantial. *Cottman Transmission Systems, Inc. v. Martino*, 36 F.3d 291, 294–95 (3d Cir. 1994).
54. Venue for Counts X–XI is asserted under 42 U.S.C. § 2000e-5(f)(3). But for cancellation, Hartmann would have continued performing from Beachwood while in the U.S. under the

established arrangement TrackVia accepted. Actual and contemplated work supply this ground; resident-tax and contractual records corroborate it. Domestic administration and post-charge restrictions separately bear on the challenged practices. Hartmann seeks retention or, alternatively, claim-specific transfer rather than dismissal with jurisdiction-preserving coordination.

55. The New Jersey performance, agreed notice identity, and earlier New Jersey forum commitment preceded this dispute. Temporary Romanian residence did not substitute a foreign counterparty, employment agreement, or contractual relocation of that work.
56. Section 14(b) of the November 2022 agreement states: "All disputes hereunder shall be resolved in the applicable state or federal courts of New Jersey. The Parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available." Section 14(a) selects New Jersey law. TrackVia's August 11, 2026 response invokes that instrument's ownership provisions as part of its position concerning the disputed material.
57. Hartmann invokes the 2022 New Jersey commitment insofar as TrackVia relies on that agreement to claim his individually held or assigned scheduled material. He asserts only his ownership and associated enforcement rights, not a blanket assignment of the marketing agreement or unassigned LLC receivables. His primary ownership theory does not characterize the tool as a commissioned marketing Deliverable.
58. Section 8.2 of the 2023 agreement selects Colorado law and requires actions "arising from or relating to this Agreement" in state or federal courts in Denver, or courts with jurisdiction over them, with irrevocable submission to jurisdiction and venue. Hartmann

requests a claim- and party-specific scope determination alongside the distinct 2022 commitment; he disputes displacement of earlier rights and unrelated obligations.

59. The 2023 integration clause addresses prior agreements “among the parties” and “in respect of the subject matter hereof.” The 2022 party was Hartmann Industries; the 2023 party was Hartmann personally. The earlier agreement’s Section 19 requires a signed modification specifically referring to it. A service and payee transition did not automatically extinguish earlier ownership or forum rights. *Field Intelligence Inc. v. Xylem Dewatering Solutions Inc.*, 49 F.4th 351 (3d Cir. 2022).
60. Contractual subject matter, survival, and the rights of each litigant determine which forum promise applies. *Reading Health System v. Bear Stearns & Co.*, 900 F.3d 87, 95–100 (3d Cir. 2018); *In re McGraw-Hill Global Education Holdings LLC*, 909 F.3d 48, 58–72 (3d Cir. 2018). Hartmann seeks enforcement of the New Jersey commitment where applicable.
61. Bow River and Raeder did not sign the 2023 agreement. Any right to invoke its clause requires more than acquisition affiliation and must be determined for each party and claim. Mixed commitments warrant the analysis in *In re Howmedica Osteonics Corp.*, 867 F.3d 390, 403–07 (3d Cir. 2017).
62. For parties and claims outside an enforceable contrary forum commitment, New Jersey performance and rights, common proof, and the State’s worker-protection interests support retention. Governing law separately turns on issue-specific interests and applicable nonwaivable rights. *Jumara v. State Farm Insurance Co.*, 55 F.3d 873, 879–80 (3d Cir. 1995); *Adler v. Gruma Corp.*, 135 F.4th 55 (3d Cir. 2025); N.J.S.A. 10:5-12.7.
63. New Jersey law governs the recruitment and reliance torts arising from the transition of the New Jersey-centered business relationship to personal service. The agreements, notice

obligations, actual New Jersey work, and compensation and tax administration establish the State's substantial interest. Recruitment fraud is timely under N.J.S.A. 2A:14-1's six-year period. *Holmin v. TRW, Inc.*, 330 N.J. Super. 30 (App. Div. 2000), *aff'd*, 167 N.J. 205 (2001). That substantial interest also supports New Jersey's limitations rule under *McCarrell v. Hoffmann-La Roche, Inc.*, 227 N.J. 569 (2017).

64. Retention in New Jersey is requested. Alternatively, relief under 28 U.S.C. §§ 1404(a), 1406(a), or 1631 and Rule 21 should transfer rather than dismiss where authorized, identify affected parties and claims, and preserve jurisdiction for each resulting action.
65. Hartmann requests Trenton allocation under Local Civil Rule 40.1 based on his Ocean County work base and the New Jersey performance and obligations pleaded, subject to the Court's allocation rules.

IV. FACTUAL ALLEGATIONS

A. Distinct engagements, pre-engagement technology, and retained title

66. Before the personal engagement, TrackVia dealt with Hartmann Industries as a separate customer, partner, vendor, and marketing provider. The communications, invoices, agreements, and signatures identified the LLC and Hartmann's representative capacity.
67. The November 18, 2022 Digital Marketing Agreement was between TrackVia as "Client" and Hartmann Industries, LLC as "Company." Hartmann was the sole member and signed for the LLC. The agreement covered specified articles, associated social-media content, graphic design, consulting, and project management for \$752 per month; renewed month to month subject to its termination provisions; and contained defined Deliverable and Preexisting Work provisions and New Jersey law and forum terms.
68. Seven monthly LLC invoices totaled \$5,264; the last regular invoice preceded the personal engagement. No written termination of the 2022 agreement has been identified. The

invoicing transition is distinct from written-termination requirements and surviving technology and forum rights. Hartmann asserts only the personal and assigned rights pleaded here.

69. In the October 7–13, 2023 billing exchange, TrackVia sent \$8,320 for Hartmann’s individual invoices INV-0005 and INV-0006 to the legacy Hartmann Industries account. TrackVia Billing apologized, said it had selected the wrong account, and confirmed deleting the old account. The exchange distinguished the personal payment profile from the prior corporate engagement.
70. TrackVia’s 2023 tax packet separately identifies the LLC and Hartmann, with distinct taxpayer identifiers and compensation of \$5,264 and \$45,760. A combined expense description did not merge those counterparties.
71. From January through June 7, 2022, Hartmann developed CodeCompanion and related TrackVia-specific generative and automation technology in his independent business environment before either later services agreement.
72. The repository records Hartmann’s June 7, 2022 initial push under his LLC email identity. The claimed baseline was fixed before Bogdan Martinescu’s June 10 “small ui fixes” commit and excludes that later expression.
73. The system combined original code and prompt structure, selected TrackVia references, templates and examples, input-response handling, and configuration to convert natural-language requests into TrackVia Groovy scripts. The registered expression, mixed-origin reference, and later configurations have separate rights boundaries.
74. Hartmann kept the source in his private Azure DevOps repository, never released it as open source, and supplied neither repository credentials nor the original source tree to TrackVia.

The later Slack interface provided script requests and responses, not source or configuration browsing or editing.

75. The contemporaneous LLC-branded Projects Summary distinguished services and infrastructure from the GPT-3 App Script Generator, GPT-3 Middleware Generator, App Script Sanitizer, TrackVia as Code, and TrackVia Assistant. The proposed Assistant would translate natural-language instructions into TrackVia-as-Code output and deployment.
76. On June 7, 2022, Hartmann sent the project summary, a SharePoint link, demonstration screenshots, and TrackVia Assistant mockups to TrackVia Senior Vice President of Software Engineering Kyle Turner and channel manager Roger Moffat. He sent related materials to Director of Sales Daniel Hansen on June 15 and to Varvarinecz on October 6.
77. In the October 2022 transmittal, Hartmann described the materials as showing "our own engineering pipeline and grand visions." Varvarinecz replied: "Jacob - This is awesome. I'll review all of this more closely today." TrackVia therefore had written notice before the July 2023 agreement that the technology had separate pre-engagement provenance.
78. Hartmann personally authored the June 7 baseline before the TrackVia marketing engagements. He was not the LLC's common-law employee, received owner's draws rather than payroll, and had no signed assignment of that copyright to the LLC. Neither later agreement specially commissioned the baseline.
79. The August 14, 2026 present assignment and quitclaim transferred any specifically scheduled substantive interests the LLC could convey and associated accrued enforcement claims, leaving no scheduled residual interest. It preserves Hartmann's original individual-title position and excludes rights the LLC lacked and unscheduled later configurations or contract claims.

80. The assignment is current-dated and nonretroactive; it concedes neither TrackVia ownership nor license scope.
81. On August 17, 2026, the United States Copyright Office registered "CodeCompanion (TrackVia GPT-3 App Script Generator), June 7, 2022 Baseline," Registration No. TXu 2-558-731, naming Jacob Kenneth Hartmann as author and claimant and stating "Work made for hire: No." The deposit contains five baseline files: docker-compose.yml, examples, src/includes.php, src/index.php, and src/test.php. The registered claim does not include the mixed-origin reference file, Martinescu's June 10 contribution, or later revisions and configurations.
82. The mixed-origin reference is separately treated. The assignment covers any qualifying LLC interest in Hartmann's original expression, selection, or arrangement, not ownership of public or third-party material.

B. The later confidential CodeCompanion configuration and its deployment

83. Hartmann's personal custom-GPT history includes November 2023 and January 2024 configurations; his personal API assistant displays a November 23, 2024 update. These configurations are distinct from the 2022 source baseline.
84. The asserted trade secret is the nonpublic instruction-and-reference combination in the personal API assistant "TrackVia CodeCompanion," preserved in the August 13, 2026 capture displaying the November 23, 2024 update ("CC Configuration"). It comprises the integrated system-instruction field's particular selection, ordering, and coordination of domain restrictions, record-event and transaction constraints, identifier handling, code-response and validation guidance, and selected script examples. The threatened use is incorporation into TrackVia's planned script-generation system.

85. The field contains 8,009 characters, including a core sequence reflected in the January 12, 2024 personal-GPT version and selected reference and best-practice material. Its exact capture and content are maintained for protected identification and comparison.
86. The claim covers the nonpublic coordinated combination and original retained contributions, not public TrackVia documentation, API facts, general Groovy programming, ordinary coding practices, third-party or customer content, credentials, generated scripts, or independently developed products and configurations.
87. Hartmann selected, assembled, reviewed, tested, and maintained the CC Configuration in his independent environment for his separate tool and claims rightful title to that combination and his own contributions.
88. Later additions involved AI assistance and Hartmann's selection, review, testing, and maintenance. He claims the qualifying confidential combination and original human contributions he holds, separately from the human-authored 2022 baseline.
89. Neither signed marketing scope commissions the CC Configuration. Its script-generation function served application development, support, and professional services, rather than the specified marketing materials. Hartmann received no separately agreed development or transfer payment and did not furnish it as a marketing Deliverable.
90. Hartmann used private repositories, password-protected personal environments, and retained credentials; he withheld public release. Ordinary Slack users could request outputs, not browse or edit the configuration, and received no full source package.
91. The tested instruction choices and selected references reduce trial and error in generating TrackVia scripts and can accelerate a substitute implementation. That nonpublic

combination has actual or potential economic value. An output does not disclose its full selection, ordering, or instruction sequence.

92. Hartmann supplied an internal request-and-output service, later moving processing into TrackVia's OpenAI account because employees might submit customer data to his personal environment. His purpose was to move customer-data processing, not to transfer ownership of the separate tool.
93. On April 22, 2025, he emailed Reed, copying Turner and Paradis, about authorization for production-customer-data use beyond the approved AI policy. His migration addressed that processing concern, not a negotiated technology transfer.
94. On information and belief, the company-hosted implementation embodied the protected combination. The basis is Hartmann's development and maintenance, migration of processing, and observation of the functioning service. TrackVia retained account control after access revocation. The allegation concerns the hosted combination, not receipt of the private Azure repository or every development branch.
95. Independent provenance, pre-engagement disclosures, private source custody, and the supplied output-only service put TrackVia on notice that internal operation differed from extracting nonpublic internals for another product. Hartmann permitted the furnished service, not unrestricted appropriation as company-owned development material. The asserted express assignment and license predicates are disputed below.
96. Company-directed Radar, marketing-bot, MFA, and other engineering projects are distinct. Hartmann does not claim those projects as a whole or allege that every TrackVia AI product incorporates the CC Configuration.

97. The later CC Configuration is outside the five-file baseline copyright deposit and has not been publicly released.

C. The written ownership and license provisions

98. The 2023 agreement defines Projects through Services and Deliverables in signed written Statements of Work. Section 3.1 defines Work Product by reference to Deliverables, embodiments, related developments, and improvements. Hartmann disputes that availability during his engagement made the separately developed service or CC Configuration covered Work Product.
99. Sections 3.2–3.3 require written disclosure of Work Product and qualifying pre-July 3, 2023 technology incorporated in or necessary to Work Product and preserve ownership of disclosed Pre-Existing Technology. Hartmann relies on the 2022 written transmittals and demonstrations as prior disclosure of the separate technology.
100. Section 3.4 assigns covered Work Product except retained Pre-Existing Technology rights. The later CC Configuration did not exist in full before July 3, 2023; it is retained because it was not a covered Project Deliverable or embodiment. Earlier constituent material retains its separate rights analysis.
101. Section 3.5 grants a "non-exclusive, irrevocable, perpetual, worldwide, fully transferable, fully paid and royalty-free license" to Pre-Existing Technology "incorporated in, or necessary to use or practice, any Work Product." The specified rights include making, using, selling, reproducing, creating derivative works, distributing, performing, displaying, and otherwise utilizing qualifying technology without restriction in any form and for any purpose. Section 6 expressly preserves Sections 3, 5, 6, 7, and 8 after termination.
102. Hartmann disputes the Work Product characterization and Section 3.5's incorporation-or-necessity predicates. Application requires the covered Project, Deliverable, particular

component, and means of incorporation or necessity. Moving customer processing into a company account did not itself establish those predicates or transfer all independently retained technology.

103. Express and implied permissions must be applied to the particular assets and authorized acts. Hartmann challenges license scope and predicates, not the irrevocability of a grant that validly covers the conduct.
104. On information and belief, TrackVia plans an AI application-script builder, as a current employee familiar with the roadmap reported to Hartmann in approximately mid-August 2026. Its function overlaps that of the CC Configuration, separately from the MCP initiative. The threatened use is reuse of the configuration in that capability's development.
105. The retained same-function embodiment, development personnel's access, reported script-generation objective, and announced unrestricted reproduction and derivative rights support the extraction, development disclosure, and incorporation threat detailed in paragraph 207. Hartmann disputes authorization because the configuration was not a commissioned marketing Deliverable and the broader license predicates are unmet.

D. Personal recruitment, contract performance, and employee-level control

106. In June 2023, Varvarinecz recruited Hartmann personally for a full-time marketing-director role after years of separate LLC dealings. He requested a résumé and 30/60/90 assessment addressing the existing team and its leadership.
107. TrackVia supplied its own onboarding plan, described below. Hartmann redirected his labor from LLC expansion, curtailed competing business development, and committed full-time personal performance.

108. Approximately six weeks after the engagement began, Varvarinecz announced that the remaining marketing employees would be let go and Hartmann would become the sole marketing resource. Hartmann continued for approximately thirty-one more months.
109. On June 2, 2023, Hartmann sent Varvarinecz “Director of Marketing Materials,” including his résumé and assessment of leading an existing marketing function. During June recruitment discussions, Varvarinecz told him, in substance, that he was the best person to run marketing and requested or anticipated that submission.
110. On June 29, Varvarinecz supplied TrackVia’s “Jacob Hartmann - 30-60-90 Day Plan,” assigning work with Rebecca Bestwick on paid search, Nicole Clark on nurture emails, and Mechelle Martz-Mayfield on blogs and videos. It prescribed assimilation, reviews, digital-demand responsibilities, and pipeline targets, presenting the staffing and operating framework for the offered role.
111. TrackVia did not disclose an already-decided or materially advanced near-term elimination of the remaining team. The plan’s possible reassignment of digital-demand duties after a coworker’s performance review did not disclose that broader reduction. Its pre-contract existence and management knowledge are alleged on information and belief from the named-staff plan, targeted recruitment, approximately six-week interval, and transfer of remaining duties to Hartmann.
112. Hartmann relied on those representations in committing full-time personal labor and curtailing outside earning activity. During June 2023, he discussed real-estate and business-brokerage work with Dragos-Andrei Chihaescu on a 50/50 commission basis; he did not pursue that personal opportunity because of the TrackVia commitment, while Chihaescu continued his real-estate work. The proposed undertaking was between Hartmann

personally and Chihaescu, separate from Hartmann Industries and the later Team Clarity venture. Disclosure of the existing reduction plan would have led him to preserve outside earning activity or require different scope and compensation.

113. Recruitment damages concern Hartmann's personal entry-stage decisions and net economic loss, not later termination loss or LLC receivables or assets. Compensation attributable to the commitment will be credited.
114. The parties entered a Contractor Services Agreement effective July 3, 2023. TrackVia Vice President of Finance Brett Hendee Reed signed on July 6, and Hartmann signed on July 10. The first page and Statement of Work identified Hartmann at 1228 Anchor Avenue, Beachwood, New Jersey.
115. Section 1 stated that Hartmann would control the method, details, manner, means, place, and time of performance unless otherwise stated. Section 6 allowed TrackVia to terminate for any reason only upon fifteen days of prior written notice, reserving immediate termination for specified material breaches. Section 8.5 permitted written notices, including electronic notices, directed to the designated addresses unless changed in writing.
116. The Statement of Work describes general marketing support, "including but not limited to" branding and messaging, website optimization and maintenance, inbound lead generation and digital marketing, content creation, and marketing systems and analytics. It states an initial rate of \$52 per hour for forty hours weekly, biweekly invoices subject to approval, and a \$100,000 compensation figure for the assignment.
117. TrackVia continued the relationship materially beyond that figure. It accepted seventy labor invoices, each billing eighty hours, continued assigning and paying work through

March 2026, and never declared the Statement of Work exhausted or invoked the figure as an end date.

118. Beginning with INV-0043 dated January 13, 2025, TrackVia repeatedly reviewed, accepted, and paid eighty-hour invoices at \$54.68 per hour without objection. That course of performance supports modification, waiver, or an implied-in-fact continuation using the accepted rate and notice terms.
119. TrackVia's Forms 1099-NEC reported \$45,760 for 2023, \$103,564 for 2024, and \$118,199 for 2025 at Beachwood. The reporting label does not determine statutory status; labor remuneration and reimbursed expenses are separated for damages.
120. TrackVia supplied a company email and Google Workspace identity and directory entry; Paylocity, GitLab, cloud and AI, sales, marketing, product-feedback, and operational access; and required background screening and security training. The required background-check report identified Beachwood, New Jersey as both his current address and position location. TrackVia integrated Hartmann into its IT and compliance processes.
121. HR Generalist Sara Verzino and IT and compliance representative Trevor Macek worked with Paylocity to restore Hartmann's access, confirming company knowledge of his human-resources-system provisioning alongside 1099 reporting.
122. TrackVia directed, approved, reimbursed, or ratified Denver travel and lodging, subscriptions, press-release distribution, and a MacBook Pro dedicated to company use and IT administration.
123. INV-0064 reimbursed the full \$2,680.72 converted MacBook price in November 2025. Hartmann acquired it exclusively for TrackVia, enrolled it in JumpCloud with Macek, and understood it was recorded as a company asset.

124. For approximately thirty-three months, TrackVia required recurring one-on-ones, company check-ins, revenue coordination, and internal meetings at company-set cadences. Technical assignments added roadmap, engineering, security, and FedRAMP-readiness participation as continuing responsibilities.
125. Leadership set assignments, priorities, deadlines, systems, and processes; reviewed and merged code; controlled access and compensation; and exercised termination authority. Hartmann personally performed ordinary company functions and reported at least monthly against company marketing and sales-funnel metrics.
126. In December 2025, TrackVia designated Hartmann in Paylocity as Hiring Manager for a W-2 Social Media & Events Manager role. Hartmann reviewed candidates, participated in interviews, communicated with candidates, and onboarded Grace Guerra.
127. In a January 2026 offer overview circulated during the Social Media & Events Manager search, Varvarinecz stated that the successful hire "would report into me (CRO/CMO) with dotted-line reporting to the Director of Digital Mrktg, Jacob Hartmann." TrackVia held Hartmann out internally and externally under employee-style titles including Director of Marketing and Director of Digital Marketing.
128. A November 6, 2025 Google trademark chain forwarded to Reed uses Hartmann's director title. An MFA assessment identifies "Jacob Hartmann – Marketing Director" as a subject-matter expert, consistent with his mixed operational, technical, and personnel role.
129. During the relevant period, TrackVia was Hartmann's sole full-time engagement and principal source of earned income. He did not maintain a diversified contemporaneous client base or a substitute workforce for his continuing TrackVia role.

130. Personal service, dependence, schedules, reporting, company systems, supervision of a W-2 hire, and ordinary business duties support employee status under each applicable test. Contractor labels and invoicing did not change those working facts.

E. Directed technical work, compensation expectations, and protected objections

131. TrackVia assigned technical website and infrastructure work from the outset, then increasingly directed product, engineering, AI, security, and federal-customer work during 2025 through February 27, 2026. After that engineering pause, Hartmann continued marketing, not further engineering participation.
132. The work included architecting and building AI and machine-learning systems on TrackVia cloud infrastructure, contributing to TrackVia Radar and TrackMate, developing production code, and designing and building a native multifactor-authentication ("MFA") module for a government-sector deployment and FedRAMP-related effort.
133. Source records attribute 776 unique commits across five core-product repositories to Hartmann between October 2025 and February 2026, excluding additional non-core and AI contributions. Leaders requested, reviewed, merged, and relied on them. These are accepted-labor and integration facts; proprietary claims remain asset-specific.
134. For several months before February 27, 2026, including late-2025 and early-2026 MFA work, Hartmann discussed a separate engineering SOW with Varvarinecz and Turner. Varvarinecz repeatedly assured him orally and in Slack that a separate SOW or other compensation arrangement would address the additional engineering, including work already performed. Hartmann continued requested MFA implementation in reliance. These repeated assurances preceded the later Allen and Reed meeting report; additional exchanges remain in company systems cut off at termination.

135. The assurances concerned identified MFA implementation, review, testing, documentation, and Amentum-driven delivery alongside marketing. After Hartmann objected that this required separate terms, Varvarinecz renewed the assurances while he and Turner directed delivery. Hartmann recalls the exchanges personally. The December 19 directions and January 27 acknowledgment corroborate their work context; TrackVia holds additional message and approval records.
136. In approximately November–December 2025, Hartmann repeatedly objected to Varvarinecz and Turner in Slack and calls about misclassification and out-of-scope duties involving prescribed methods, hours, and deadlines contrary to contractor discretion. Participating product and engineering personnel knew of the dispute.
137. On December 5, 2025, Turner directed Hartmann to "roll up your sleeves in defect land" and become "a more integrated member of Product & Engineering process, team ceremony, work assignments."
138. On December 19, 2025, Hartmann sent Turner, Paradis, and Isaac Linder "Jacob's Product Improvements," linking improvements to customers, demonstrations, and development. The sender-side record lists Varvarinecz and Allen in BCC. His approximately forty-hour initial-work figure excluded later directed MFA implementation, testing, and production delivery.
139. At Turner's recorded December 19 engineering-strategy meeting, Hartmann said he did not want to join engineering. Turner answered "Understood" but assigned engineering responsibility while Hartmann's paid role remained outside that department.
140. During the same meeting, Principal Architect for AI Systems Scott Paradis described Hartmann's output as "10x engineering level." Turner assigned Hartmann to help bring

MFA into the product, said "you started it. Let's finish it," and stated, "I need it as quick as possible for Amentum." Amentum was a major TrackVia customer and, like TrackVia, a government contractor. At that time, the MFA module was being built exclusively for Amentum for downstream federal government use. Amentum's requirements drove the time-sensitive MFA work within TrackVia's FedRAMP effort.

141. Paradis explained that TrackVia engineers had evaluated available MFA options and that Hartmann's approach "came out on top" because it offered the most value with the least investment. He asked Hartmann to take the solution "across the finish line."
142. TrackVia required mature libraries, quality assurance, merge requests, code review, testing, and compliance and audit documentation. Hartmann followed that process and created work items, comments, and maintenance documentation in company-controlled private GitLab. TrackVia scheduled his Amentum MFA and Schellman assessment participation and identified him as an expert under "Marketing Director."
143. On January 27, 2026, Hartmann again explained that he was paid for marketing and was not joining engineering. Discussing a collective effort to build AI architecture benefiting Marketing and Engineering, Turner acknowledged in writing: "To me, that's not 'marketing services.'" The separate scope and compensation remained unresolved.
144. Management continued requesting delivery under customer and acquisition deadlines after Hartmann's classification and compensation objections. Assurances of separate treatment accompanied those requests while promised correction was repeatedly elevated or deferred.
145. When Varvarinecz asked about W-2 and 1099 treatment, Hartmann explained his understanding of the benefits and taxes on both sides. This was part of his pretermination objection to contractor treatment of company-controlled work.

146. Hartmann estimates fifty- to sixty-hour combined weeks during several later technical-work weeks, including weekends and holidays while marketing continued. He seeks unpaid value for requested and accepted work after credits, not automatic hours derived from commits, calendars, or automated operations.
147. His February 27 written escalation quoted the marketing scope and contractor-control terms, catalogued directed technical work, raised classification and compensation concerns, requested a separate engineering SOW at a fair-market rate, and paused engineering until written correction.
148. That writing described marketing-side contractor treatment more favorably, reflecting his then-understanding. The present status claim concerns actual control, integration, compensation, and personnel authority across the relationship; the contemporaneous distinction did not alter those facts.
149. Varvarinecz responded the same day: "Great email," "Great tone," "Logical," and "It all makes sense, is 100% accurate with clear evidence." He asked Hartmann to "hold one more beat" and said immediate broader transmission was premature because it would alarm Reed and Allen. He proposed first obtaining a decision from them and documenting next steps, stating that he suspected they would want a separate Statement of Work. He explained that a formal escalation could follow if that process did not resolve the issue and cautioned: "Escalation is easy. What's not always possible - or at least difficult - is de-escalating things."
150. Varvarinecz stated that he had set a meeting with then-Chief Executive Officer Nathan Allen and Reed and that Allen called immediately to ask about the issue. Varvarinecz reported Allen's response as: "Understand. Makes sense."

151. Before the Allen and Reed meeting, Varvarinecz wrote: “I won’t make any promises coming out of that meeting OTHER than aiming for a decision and clarity going forward with concrete next steps.” That meeting-specific qualification is distinct from the preceding oral and Slack assurances and later report, each tied to its own timing and reliance.
152. Afterward, Varvarinecz called with a summary of the meeting. Hartmann understood the report as reaffirming that TrackVia would address the nonmarketing work through a separate SOW or other compensation arrangement. This later report is distinct from the preserved premeeting qualification.
153. Hartmann deferred broader escalation, continued marketing and ordinary transition cooperation, and maintained his engineering pause. He declined the subsequent March MCP review, which proceeded without him. TrackVia supplied no engineering SOW, separate rate, or written classification and compensation correction.
154. Before February 27, reliance consisted of additional implementation and time otherwise withheld pending terms or devoted to earning activity. Afterward, it consisted of requested forbearance and resolution efforts while engineering remained paused. Losses concern unpaid reliance performance, displaced earning opportunity, and incremental time and economic costs of that later process, less applicable payments.
155. No HR representative contacted Hartmann about classification. The dispute remained unresolved when Bow River assumed operational authority and TrackVia terminated him thirty-two days after the writing.
156. Varvarinecz’s authority, receipt and escalation, reported Allen and Reed meeting, and Turner’s direct awareness establish company notice of the classification, scope, and compensation objections.

157. Reed continued contract and payment administration after the executive departures; product and engineering personnel continued technical work and transition. Their knowledge and continuing roles identify channels for the objections and refusal to inform acquisition evaluation, supporting the information-and-belief decision allegation below.

F. Project Telluride and the acquisition-facing description of Hartmann

158. During the acquisition process, Varvarinecz forwarded a Canaccord Genuity “Project Telluride” information request. Hartmann answered it and ad hoc AI questions through Varvarinecz and Turner, participating in acquisition information gathering.
159. H&H’s September 2026 “Project Telluride” production included Hartmann’s agreement, classification and responsibility schedules, title correspondence, expenses, and tax information—company-side records of the relationship.
160. Item 3.1.4 describes Hartmann as an active marketing contractor and “Non-US.” Item 3.5.4 describes responsibilities substantially through the marketing SOW, omitting the full MFA, production-engineering, and AI-architecture duties documented by operating personnel.
161. The produced tax packet separately identifies LLC and individual recipients; compensation, segregated marketing spending, and travel records corroborate the payee transition and cross-border arrangement.
162. Three inventoried workspace GPTs concern task descriptions, digital-asset descriptions, and marketing content. They are distinct from the claimed CodeCompanion configuration.
163. H&H’s September 4 response identifies its Bow River representation as “Project Telluride” and confirms possession of Hartmann’s classification, contract, compensation, travel, activity, and diligence information, including “records reflecting your creation of internal software tools.” Sources included TrackVia’s data room and Bow River.

164. H&H also identified withheld “records concerning the circumstances of the termination of your engagement and related performance and responsibility records,” locating termination and role-assessment evidence within the transaction representation.
165. The disparity between the marketing-only diligence description and documented technical duties bears on Hartmann’s selection and the information used in deciding it.

G. Bow River’s operational control, country-linked direction, and selective exceptions

166. Bow River's involvement predated termination. Raeder had served as an independent TrackVia board member, participated in the transaction, and possessed pre-closing access. Bow River publicly described deep diligence and announced that its investment managers would sit on TrackVia's board and that Raeder would provide strategic support.
167. On March 20, 2026, a Bow River executive assistant convened the company-wide integration meeting at 1801 California Street, described in the invitation as Bow River's Denver "portco offices," with remote access for other participants. The invitation identified Raeder as Bow River's Vice Chairman and Head of Software Investments.
168. Raeder announced that TrackVia's chief executive officer and chief revenue officer were no longer with the company, identified Seubert as the new manager for product personnel, and addressed workers directly about office location, attendance, work hours, performance, compensation, reporting lines, staffing, and continued participation.
169. Raeder said workers had to come into the office, that "the days of hybrid are gone in our world because we can't execute," and that workers had from March 20 through June 30 to prove that they wanted to remain part of the company.
170. Raeder prescribed longer-hour expectations, described TrackVia as a meritocracy, and stated: "If you want to work at TrackVia, you want to work in Bow River, it takes more time and energy and care and personal accountability."

171. Raeder stated that "Latisha, myself, the Bow River board, Eileen, and Adam" would create TrackVia's performance-bonus plan. He explained that Beringer "runs the people ops HR strategy of all of our businesses across Bow River."
172. Raeder prioritized the product, AI, and FedRAMP functions recently assigned to Hartmann: "product is first"; FedRAMP was "Priority one"; and "We would not be buying this business if it weren't for that." He promised capital, operating expense, people, and rapid AI-first development.
173. Brkovic described operational diligence with product and go-to-market personnel. Those acquisition priorities included Hartmann's technical functions, contrasting with the narrower marketing-contractor description.
174. Raeder then turned to marketing and said: "I think we have one marketing person. Maybe they work in Eastern Europe. I don't know. Do you know?" Brkovic answered: "Romania." Raeder replied: "Yeah, that's great. Beautiful country. Probably a beautiful human being. No, all of our marketing's going to be here."
175. The sequence identified Hartmann through Eastern Europe and Romania and immediately rejected the identified marketing worker in favor of a U.S.-centered buildout. He was the full-time marketing leader and only worker described to Raeder in those terms.
176. Raeder asked nothing about Hartmann's AI, code, MFA, security, Amentum, website, demand-generation, or W-2 supervisory duties. He identified no existing written tax, security, time-zone, customer, or performance disqualification.
177. TrackVia's favorable engineering assessment, selected MFA approach, and Amentum assignments predated March 20. Hartmann nevertheless received none of the individualized functional inquiry afforded others.

178. Raeder, speaking as Bow River's Vice Chairman and Head of Software Investments, told remote employees in Boston, Portland, and central Illinois: "we want you at the company. We want you to be working."
179. Wilson Garcia identified himself as a Dominican Republic-based contractor and Android developer. After another participant explained that Garcia was the sole Android engineer and "pivotal," Raeder praised Garcia's work and told him to keep working.
180. Raeder further stated that Bow River had more developers working remotely in non-U.S. countries than engineers in Colorado, that technologists working remotely were part of its strategy, that there would be more offshore workers, and that another portfolio company had used approximately one hundred people in Southern India for code development.
181. Raeder showed familiarity with Turner's foreign living and expatriation arrangement. Public materials described Turner's 2019 move to Los Cabos while continuing full-time digital-industry work for a U.S. company. Raeder praised his work and did not apply the marketing-location rule. Turner is a location-policy and pretext comparator; no citizenship or national-origin assertion is made about him.
182. The comparison concerns individualized consideration of technical functions Hartmann also performed—not identical jobs or an entitlement to remote work. His documented MFA, Amentum, FedRAMP, and engineering value went beyond the marketing-only description used to select him.

H. Transition assurances, termination, and the contractual notice failure

183. On March 19, 2026, Hartmann received and read a written Slack message from Turner stating: "Nothing about your current job definitions or requirements are changing in relation to this event, and there is no risk to anyone's current positions."

184. Hartmann continued marketing and transition cooperation. The March 20 presentation granted individual exceptions and announced a June 30 participation deadline without personally notifying him that his hybrid role was selected for termination. No incoming leader clarified his status or individually corrected the March 19 assurance before cancellation.
185. Turner's assurance addressed current job definitions, requirements, and position risk "in relation to this event": the acquisition and immediate transition, not all future business conditions.
186. In approximately December 2025 or January 2026, Hartmann and a prospective cofounder discussed equity, methodology, and go-to-market plans for an AI-consulting venture serving private-equity firms. Hartmann initially deferred active work because of his TrackVia workload. After receiving Turner's March 19 assurance, he continued marketing and transition cooperation and continued to postpone beginning the venture's formation and development through March 31 rather than redirecting his time to replacement work. They began the formation process after termination and paid Stripe Atlas to initiate incorporation on April 18, 2026; the venture became Team Clarity. The reliance injury asserted here concerns the additional personal preparation and development time lost because of the March 19 assurance, separately from the earlier postponement.
187. TrackVia's March 27 customer-facing talking points said "Business as usual" and "This is not a cost-cutting exercise." They supply contemporaneous context, not a personal job-security promise.
188. The transaction announcement also described expansion across every function while the challenged selection ended Hartmann's engagement and his functions continued.

189. On March 30, Seubert publicly announced a newly hired Director of Product based in Georgia. From March 20 through termination, no replacement direct supervisor for Hartmann or marketing had been identified after Varvarinecz's departure.
190. Between March 20 and termination, no incoming leader discussed reassignment, relocation, an engineering exception, employee conversion, or performance concerns with Hartmann. Seubert did not reply to his marketing request for executive input; their first verbal interaction was termination.
191. At approximately 1:15 p.m. Eastern on March 31, 2026, Seubert and Beringer convened an unannounced Google Meet. Hartmann had never spoken verbally with either before that call.
192. Seubert stated in substance: "Obviously with the acquisition, we've been doing some just kind of evaluating of the company over the last week or so. And we're going to go a different direction on the marketing side. So we wanted to call and let you know that we're going to be canceling your contract, effective today."
193. Seubert added that there were "some additional details within your contract" TrackVia had to be mindful of and that it needed to make sure it was "doing good on what we've agreed to."
194. TrackVia gave no advance writing, transition, or opportunity to work the notice interval, identified no specified material breach, and revoked access within approximately one hour. It had issued no negative review, discipline, warning, or written criticism; its records instead showed favorable engineering appraisal, MFA selection, and over a year of accepted higher-rate payments.

195. On information and belief, TrackVia decisionmakers approved termination and Bow River or Raeder caused, materially influenced, or ratified it through workforce direction and people operations. Defendants hold the approval records.
196. The formal complaint preceded termination by thirty-two days. Management knew and validated the objections; the engineering refusal remained unresolved during acquisition evaluation. Those facts, continuing finance and operating channels, and absence of discipline support the information-and-belief allegation that protected objections and refusal materially influenced selection.
197. When TrackVia terminated Hartmann, three invoices for services already performed remained unpaid: INV-0071, INV-0074, and INV-0075, each for \$4,374.40, totaling \$13,123.20. TrackVia had not disputed the hours, quality, or completion of that work.
198. On April 2, 2026, Hartmann sent a written demand to TrackVia and copied relevant leadership, including Raeder. The demand sought payment of earned invoices and gave notice of the immediate-termination, contractual-notice, and worker-classification issues.
199. On April 7, Seubert emailed Hartmann and copied Reed and Raeder: "Brett has initiated payment for services rendered per your document. This will also act as notice that your services are no longer needed moving forward." TrackVia then paid the earned invoices.
200. The April 7 email was the first written notice, seven days after termination and access revocation. It did not provide fifteen days' prior notice. Notice-period expectation damages remain unpaid.
201. Hartmann was ready and able to perform the notice-period work, but immediate cancellation and access removal prevented it. Payment of earlier earned invoices neither supplied notice nor compensated that separate loss.

202. TrackVia advertised a Denver-hybrid Content Manager on May 21, 2026, covering content strategy, website copy, digital marketing, demand generation, SEO and generative-engine optimization, and Product and Sales collaboration. By July 11, a Denver-onsite Demand Generation Director posting covered advertising, email, webinars and events, pipeline, analytics, and cross-functional duties. Both overlapped Hartmann's functions.

I. Post-termination property dispute, continuing threat, and injury

203. July–August 2026 preservation and IP notices identified the disputed technology and requested retention of repositories, communications, logs, transaction materials, and metadata. Hartmann seeks appropriate preservation and discovery under the Federal Rules.
204. On August 11, 2026, Holland & Hart LLP responded for TrackVia. The letter rejected Hartmann's claims "in their entirety" and asserted that even qualifying Pre-Existing Technology was licensed to TrackVia to "make, use, sell, reproduce, and create derivative works" "without restriction and for any purpose." It stated that the claimed license authorized "every activity" Hartmann's notice demanded TrackVia cease and declared: "TrackVia will continue to exercise its full rights as the owner of all Work Product under the Agreement."
205. H&H also invoked the 2022 Deliverable-ownership terms and threatened claims over Hartmann's contrary IP communications. Its response placed both agreements' effect on the particular retained material in present dispute.
206. Hartmann observed CodeCompanion available in company Slack immediately before access removal. The deployment, observation, and announced continued exploitation support his information-and-belief allegation that TrackVia retained the hosted configuration. He did not authorize its unrestricted appropriation for a separate product.

207. On information and belief, TrackVia threatens copying or export of the hosted instruction-and-reference field, disclosure to developers, and incorporation into its planned application-script builder. The inference rests on retained access to the same-function configuration, the reported roadmap capability, and TrackVia's announced unrestricted reproduction and derivative rights. TrackVia controls the hosting and development records. Those threatened acts exceed the furnished internal-service permission; Hartmann disputes that any broader grant reaches this configuration.
208. Extraction and development disclosure would give TrackVia the tested combination without independently recreating it or negotiating rights, diminishing secrecy and licensing value before product release. Hartmann seeks protected comparison, preservation, segregation, and restraint of that appropriation, while permitting operations and independent development within established rights.

J. Post-charge restrictions on communications, witness cooperation, and resulting injury

209. After the June 16 discrimination charge, TrackVia knew Hartmann challenged termination and sought firsthand information from coworkers. It retained employment counsel and held the relevant workforce and decision records.
210. On July 7, 2026, NJDOL sent classification-verification questions to Varvarinecz, Allen, Reed, Seubert, and Beringer. In a July 8 text, Varvarinecz reported that Allen forwarded the inquiry to Seubert and that management responded to both former executives with "we have it covered." Hartmann understands they thereafter did not respond independently. Both had firsthand knowledge of his work and classification concerns.
211. On information and belief, after the charge and by August 8, CEO Aylin Basom instructed all staff not to engage with Hartmann, to forward his communications to her, and to let legal respond. An August 8 screenshot preserves the instruction and displays "to ALL," the

internal group Hartmann understood to include every TrackVia staff member. TrackVia holds the native message and distribution records.

212. The claimant-specific instruction broadly restricted engagement rather than identified privileged or confidential material. On information and belief, U.S. management used it to discourage U.S. witnesses' voluntary discrimination-related cooperation and channel it through challenged management. Knowledge of the charge, express targeting, company-wide breadth, and the recipients' relevant knowledge support retaliatory purpose.
213. The August 11 letter separately threatened claims over IP ownership communications to "any third party." Exclusions were not made to protect Hartmann's lawful rights to cooperate with administrative investigations or the judicial system. It supplies the distinct property-dispute context; the discrimination-retaliation allegations concern interference with discrimination-related cooperation.
214. The alleged restriction of voluntary cooperation would deter a reasonable former worker from pursuing a charge. Hartmann suffered impaired access to willing factual sources, added effort and expense, and distress. TrackVia holds implementation instructions, recipient communications, and native records.
215. Termination ended Hartmann's sole full-time personal engagement and principal earned income. Lost remuneration accrues from March 31, 2026, measured through operative rates, pay and benefits, and mitigation records, separately from expenses and with applicable credits.
216. Hartmann pursued mitigation through business and product development, recruiters, partners, job inquiries and applications, and replacement clients or ventures. Replacement income will be credited; reasonable mitigation costs are claimed where recoverable.

217. Hartmann also alleges lost employment benefits, unemployment and classification consequences, adverse tax consequences, notice-period expectation damages, loss of reasonable value for retained specialized services, professional and reputational injury, emotional distress, humiliation, inconvenience, and litigation costs only to the extent recoverable by law.
218. Distinct selection, classification-retaliation, post-charge, notice, services, recruitment, and reliance injuries are separately measured; overlapping amounts will be credited or judgment molded. Fee requests cover authorized services of retained counsel, if any, not Hartmann's own pro se time.

K. Defendant-specific responsibility and alternative legal capacities

219. TrackVia contracted, controlled the working relationship and systems, accepted services, communicated termination, and directly acted in the contract, compensation, retaliation, and IP disputes.
220. Bow River's responsibility rests on Raeder's workforce direction, selection criterion, exception decisions, board and compensation planning, and Beringer's termination participation—not investment ownership alone.
221. Those acts support direct or alternative joint-employer, causation, and knowing-assistance liability in the capacities specified in each count.
222. Raeder's own country-linked direction, exception decisions, and workforce and compensation participation support the NJLAD aiding and inducement claim and Count XII's intentional contractual-equality claim.
223. Each count identifies its defendants and direct, joint-employer, or aiding theory; conduct is not automatically imputed between defendants.

PART TWO — CLAIMS FOR RELIEF

V. CLAIM-SPECIFIC PLEADING CONVENTIONS

224. Each count incorporates only its listed factual paragraphs, insofar as material to that defendant and claim. No count incorporates another count or all preceding allegations.
225. Rule 8(d) alternatives preserve the claim-specific employee and contractor, direct, joint-employer, and aiding, and contract, restitution, and estoppel theories. Recovery for the same loss is nonduplicative. Substantive elections remain governed by applicable law, including paragraphs 274 and 277; alternative pleading does not override them.

COUNT I

DECLARATORY JUDGMENT CONCERNING AUTHORSHIP, RETAINED RIGHTS, CONTRACTUAL TRANSFER, AND LICENSE SCOPE

**28 U.S.C. §§ 1367(a), 2201–2202; underlying rights under 17 U.S.C. §§ 101, 201, 204
(Against TrackVia, Inc. only)**

226. Hartmann incorporates paragraphs 2, 23–24, 56–59, 66–105, 203–208.
227. TrackVia’s invoked 2022 and 2023 ownership and unrestricted-use rights conflict with Hartmann’s original baseline title, alternatively assigned scheduled interests, and retained CC Configuration. Its announced continued exploitation creates an immediate dispute over use, disclosure, licensing, and enforcement.
228. Copyright in the original human-authored expression initially vested in Hartmann under 17 U.S.C. § 201(a). The baseline was neither LLC employee work under common-law agency principles nor qualifying commissioned work for hire. *Community for Creative Non-Violence v. Reid*, 490 U.S. 730, 737, 751–53 (1989); *Brownstein v. Lindsay*, 742 F.3d 55, 66 (3d Cir. 2014). Later agreements did not retroactively confer authorship; their transfer and license effect is separately disputed.

229. The dispute requires identifying defined 2022 Deliverables and Preexisting Works and 2023 Projects, Work Product, retained technology, and Section 3.5's incorporation-or-necessity predicates. The later CC Configuration rests on its own creation and scope facts, distinct from the earlier baseline.
230. Alternative assigned title covers only qualifying LLC interests and enforcement rights. Original scheduled reference material remains separately addressed despite its omission from registration. Public facts, third-party expression, and company-directed projects as a whole are excluded.
231. Implied permission covered the furnished internal output service, not unrestricted extraction, transfer, or reuse. Any broader express grant must satisfy its actual scope and predicates; Hartmann does not seek revocation of a valid irrevocable license.
232. Hartmann seeks declarations of baseline authorship and present title; qualifying scheduled reference rights; the CC Configuration's Work Product status; the two agreements' and assignment's effects; express or implied permission; and whether threatened acts fall within it. This contract-based declaration supplements the federal controversy rather than claiming damages merely for an adverse legal position.
233. WHEREFORE, Hartmann requests declaratory and further relief defining and enforcing those rights and permissions.

COUNT II

THREATENED MISAPPROPRIATION UNDER THE DEFEND TRADE SECRETS ACT

**18 U.S.C. §§ 1836(b), 1839
(Against TrackVia, Inc. only)**

234. Hartmann incorporates paragraphs 2, 23–24, 66–105, 203–208.

235. Hartmann holds rightful title within 18 U.S.C. § 1839(4) to the finite CC Configuration defined in paragraphs 83–97. The combination, subject to paragraph 86’s exclusions, is neither generally known nor readily ascertainable by proper means to persons benefiting economically from its use or disclosure.
236. Its instruction sequence and reference arrangement have independent actual or potential value by reducing experimentation and accelerating predictable TrackVia-specific implementation and testing. Private custody, password protection, and output-only access maintained secrecy; exact content is available for protected identification.
237. The configuration serves network-delivered script generation for TrackVia’s commercial enterprise software and business users across state and national boundaries, satisfying 18 U.S.C. § 1836(b)(1). Secrecy measures concern this configuration, separately from the baseline’s copyright registration.
238. On information and belief, TrackVia retained the hosted combination following Hartmann’s migration and observed operation of the company-facing service. Its access arose through disclosed independent provenance and internal-service permission. The configuration was not assigned Work Product, and the incorporation-or-necessity predicates do not authorize unrestricted use. The relevant access is to the hosted combination, not the original Azure repository.
239. On information and belief, TrackVia threatens extraction, development disclosure, and incorporation of that combination into its planned application-script builder. Retained control, the same-function development objective, and announced unrestricted reproduction and derivative rights supply the concrete basis stated in paragraphs 104–105 and 206–208. Such use or disclosure would exceed consent by a recipient with reason to know of secrecy

or limited-use duties, within 18 U.S.C. § 1839(5)(B). Exploitation accelerating development constitutes use. *Oakwood Laboratories LLC v. Thanoo*, 999 F.3d 892, 905–14 (3d Cir. 2021).

240. WHEREFORE, Hartmann requests specific injunctive, preservation, and segregation relief under § 1836(b)(3)(A). For completed misappropriation properly pleaded and proved, he requests actual loss and nonduplicative unjust enrichment or an alternative reasonable royalty, with exemplary damages and attorney’s fees upon their separate statutory showings.

COUNT III
**THREATENED MISAPPROPRIATION UNDER APPLICABLE STATE TRADE-
SECRET LAW**

N.J.S.A. 56:15-1 to -9; alternatively, C.R.S. §§ 7-74-101 to -110
(Against TrackVia, Inc. only)

241. Hartmann incorporates paragraphs 2, 23–24, 66–105, 203–208.
242. The state claim concerns the same configuration, title, value, secrecy measures, and exclusions. New Jersey’s Trade Secrets Act governs the New Jersey-connected proprietary dispute; Colorado’s Uniform Trade Secrets Act is pleaded alternatively if selected. Only the governing statute supplies recovery for the same violation.
243. TrackVia’s access arose through the furnished internal service and company-account processing under circumstances of independent provenance and limited permission. Hartmann disputes authorization for the particular threatened use or disclosure under any asserted express license.
244. The retained hosted embodiment, reported script-generation plan, and announced derivative rights create the same extraction, development-disclosure, and incorporation

threat described in paragraphs 104–105 and 206–208. TrackVia’s unauthorized use of the combination threatens secrecy and licensing value before product release.

245. Hartmann seeks prevention and affirmative protection under N.J.S.A. 56:15-3 or C.R.S. § 7-74-103. Monetary relief—including actual loss, nonduplicative unjust enrichment, royalty, exemplary damages, and fees—requires a completed violation properly pleaded and proved and the governing statute’s conditions.
246. WHEREFORE, Hartmann requests available legal and equitable remedies under the single governing state trade-secret statute, including protection of the material and preservation of evidence.

COUNT IV

NATIONAL-ORIGIN, NATIONALITY, OR ANCESTRY DISCRIMINATION

N.J.S.A. 10:5-12(a), or 10:5-12(l) in the alternative

(Against TrackVia, Inc.; against Bow River Asset Management, LLC under the employer theory)

247. Hartmann incorporates paragraphs 20–21, 24–31, 45–51, 106–144, 158–196, 202, 215–225.
248. Hartmann contends that the issue-specific New Jersey contacts support NJLAD application: the resident-taxpayer plaintiff maintained and actually used his Beachwood work base, TrackVia used that contractual address and accepted services there, and termination ended contemplated continuing New Jersey performance. His independently obtained temporary Romanian residence did not replace those undertakings with a foreign contract or posting. These facts and the State’s applicable worker-protection interests support issue-specific choice of law. *Calabotta v. Phibro Animal Health Corp.*, 460 N.J. Super. 38, 61–75 (App. Div. 2019).

249. TrackVia employed Hartmann through continuous personal work, company-set schedules and priorities, systems, reimbursed equipment, personnel duties, and termination control. Bow River shared employer-level control through workforce direction, compensation planning, and people-operations implementation.
250. Hartmann was qualified: TrackVia accepted his services, increased and paid his rate, selected his MFA approach, and praised his output. TrackVia discharged him with Bow River's operational participation in selection.
251. Actual or perceived Romanian or Eastern European national origin or ancestry, or perceived Romanian nationality, motivated selection. The express country identification, immediate rejection without functional review, selective exceptions, documented hybrid duties, and ensuing termination support that allegation.
252. Garcia's individualized consideration, Turner's known foreign arrangement and favorable treatment, Hartmann's performance history, and continuation of overlapping functions further support the discriminatory inference.
253. Selection caused lost compensation and benefits, distress, humiliation, and professional injury. Punitive and vicarious liability depend on the required defendant-specific proof, including egregious conduct and upper-management participation or willful indifference.
254. Alternatively, N.J.S.A. 10:5-12(1) protects an independent contractor against discriminatory refusal to continue a personal-services relationship. *Rubin v. Chilton*, 359 N.J. Super. 105, 110–11 (App. Div. 2003).
255. TrackVia ended and refused to continue that relationship because of the protected characteristic. The country-linked direction, selective exceptions, timing, favorable performance, and overlapping hiring establish the pleaded intent.

256. Bow River's direction and people-operations acts support employer liability or, alternatively, knowing assistance or inducement under Count V. Investment affiliation alone did not make it a signatory.
257. The refusal caused recoverable contractual, economic, and noneconomic loss. The employee and contractor theories offer alternative relief for the same selection, not duplicate damages.
258. WHEREFORE, Hartmann requests NJLAD judgment against TrackVia and, under the employer theory, Bow River; compensatory and equitable relief; and authorized punitive damages, costs, and attorney's fees.

COUNT V

AIDING, ABETTING, INCITING, COMPELLING, OR INDUCING DISCRIMINATION

N.J.S.A. 10:5-12(e); alternatively, N.J.S.A. 10:5-12(n)

(Against Bow River Asset Management, LLC and John P. Raeder, Jr.)

259. Hartmann incorporates paragraphs 20–21, 26–31, 48–51, 126–143, 158–196, 202, 215–225.
260. TrackVia discriminatorily terminated or refused continued contracting. Raeder knowingly and substantially assisted, incited, compelled, or induced that act by identifying Eastern Europe and Romania, responding “No,” prescribing marketing and work conditions, and assessing exceptions intending implementation.
261. Bow River authorized or ratified those directions, participated in staffing and compensation planning, and materially assisted termination through people operations. Its liability concerns its agents' pleaded conduct.
262. This affirmative, material assistance caused discriminatory selection and loss and satisfies the pleaded underlying violation, awareness, and substantial-assistance elements under subsection (e). *Tarr v. Ciasulli*, 181 N.J. 70, 83–84 (2004).

263. Alternatively, the same direction and assistance induced or facilitated TrackVia's subsection (l) refusal within N.J.S.A. 10:5-12(n).
264. If Bow River is held directly liable as an employer for the same conduct, this secondary-liability Count is alternative and will not support duplicate recovery.
265. WHEREFORE, Hartmann requests defendant-specific judgment against Bow River and Raeder, compensatory and equitable relief, and punitive damages, costs, and attorney's fees upon the governing showings.

COUNT VI

RETALIATION UNDER THE NEW JERSEY CONSCIENTIOUS EMPLOYEE PROTECTION ACT

N.J.S.A. 34:19-3(a)(1), (c)(1), and 34:19-5 (Against TrackVia, Inc. only)

266. Hartmann incorporates paragraphs 20–21, 24, 31, 45–47, 106–165, 168, 190–196, 215–225.
267. Hartmann was an employee within N.J.S.A. 34:19-2 through remunerated personal service, actual control, dependence, continuous integration, and personnel authority, notwithstanding skill or the contractor label. *D'Annunzio v. Prudential Insurance Co. of America*, 192 N.J. 110, 120–27 (2007).
268. He reasonably believed that employee-level direction with contractor classification improperly allocated compensation, tax, and benefit duties. His reports identified prescribed engineering methods, deadlines, hours, and internal responsibilities contrary to promised discretion. His W-2 and 1099 explanation concerned legal obligations, not merely a preferred title or rate.
269. That belief implicated 26 U.S.C. §§ 3121(d)(2) and 3111's employee-classification and employer-tax obligations. Section 3121(b) covers domestic services and specified foreign

service by U.S. citizens or residents for American employers; subsection (h)(5) includes corporations organized under United States or state law. Hartmann is a U.S. citizen and TrackVia a Delaware corporation. N.J.S.A. 43:21-19(i) defines covered employment and localization; N.J.S.A. 43:21-7(a)(1) imposes employer unemployment-contribution duties where the coverage requirements apply. These facts grounded the objection to shifting employer obligations to Hartmann.

270. N.J.S.A. 34:1A-1.19(b) protects inquiries or complaints about possible misclassification. The requested engineering SOW proposed correction of the working arrangement, not legalization of misclassification or a statutory right to an unspecified engineering premium.
271. Supervisor disclosures to Varvarinecz and Turner, the February 27 writing, objections to classification and compensation consequences, and refusal of further engineering pending correction were protected under N.J.S.A. 34:19-3(a)(1) and (c)(1). Their protection does not require every marketing task to have been misclassified.
272. Varvarinecz received and validated the complaint, arranged and later reported the Allen and Reed meeting, and requested deferred escalation. Turner independently received repeated objections. Those channels establish TrackVia's pretermination knowledge.
273. On information and belief, the unresolved objections and refusal informed selection through continuing operating and finance channels. Knowledge, the thirty-two-day interval, validated facts, retained technical benefits, and absence of discipline support causation. TrackVia terminated Hartmann because of those protected acts.
274. Hartmann contends that the issue-specific contacts support CEPA's application to the pleaded New Jersey work and continuing relationship, corroborated by contractual, compensation, notice, and resident-tax records despite independently obtained temporary

Romanian residence. The March 31 termination is challenged within § 34:19-5's one-year period. Under N.J.S.A. 34:19-8 and *Young v. Schering Corp.*, 141 N.J. 16 (1995), discrimination, property, notice, services, and reliance claims are asserted on rights and proofs independent of the CEPA retaliation claim; post-charge claims concern later acts and different protected activity. Count VII is contingent on Colorado law instead supplying the remedy. Any required election should identify the affected claim and preserve independent rights.

275. WHEREFORE, Hartmann requests relief under N.J.S.A. 34:19-5: lost wages, benefits and remuneration; reinstatement or other make-whole relief; compensatory damages; and authorized punitive damages, costs, and attorney's fees.

COUNT VII

RETALIATION FOR GOOD-FAITH WAGE-AND-HOUR OR COMPENSATION CONCERNS

**C.R.S. § 8-4-120 — pleaded in the alternative if Colorado law governs
(Against TrackVia, Inc. only)**

276. Hartmann incorporates paragraphs 20–21, 24, 31, 37–38, 106–157, 168, 190–196, 215–225.

277. If Colorado rather than New Jersey law supplies the applicable retaliation remedy, Hartmann invokes C.R.S. § 8-4-120. Colorado headquarters, management receipt and escalation, Denver workforce directives, termination participation, and required Denver performance connect the challenged decision to Colorado. The count is contingent on CEPA not supplying the applicable cause of action, without overriding N.J.S.A. 34:19-8 or duplicating recovery.

278. Hartmann was an employee or alternatively a worker providing personal labor for TrackVia's benefit, and TrackVia his employer under C.R.S. §§ 8-4-101 and 8-4-120, which protects specified employee or worker activity and authorizes a civil action.
279. His late-2025 objections, W-2 and 1099 discussion, February 27 writing, and continuing refusal raised good-faith classification and compensation-compliance concerns within § 8-4-120(1)(c), rather than a price increase for unchanged work.
280. TrackVia knew, validated, and left the concerns unresolved before discharge thirty-two days after the writing. Under § 8-4-120(3)(c)(I), ninety or fewer days may, without more, support retaliatory intent. Timing and the pleaded knowledge, performance, and decision facts support causation; no automatic presumption is asserted.
281. The later Colorado intake declination was neither the cause of termination nor a merits adjudication precluding this claim.
282. WHEREFORE, Hartmann requests relief under the post-August 6, 2025 § 8-4-120(3): back pay, reinstatement or front pay, applicable liquidated damages and penalties, compensatory damages within statutory limits, interest, costs, and attorney's fees, subject to coverage, mitigation, offsets, and required election. Paid invoices are not sought again.

COUNT VIII

BREACH OF CONTRACT — CONTINUING AGREEMENT, ACCEPTED RATE, AND PRIOR WRITTEN NOTICE (Against TrackVia, Inc. only)

283. Hartmann incorporates paragraphs 20–25, 45–47, 106–122, 183–201, 218–219, 223, and 225.
284. The July 2023 Agreement and Statement of Work was valid and continued under alternative Rule 8(d) theories: the master agreement remained effective; performance extended or modified the SOW; waiver or estoppel precludes the \$100,000 figure as an

automatic endpoint; or an implied-in-fact continuation preserved compensation and notice terms.

285. TrackVia paid beyond that figure, continued full-time assignments through March 2026, and repeatedly accepted eighty-hour invoices at \$54.68 without invoking exhaustion.
286. Section 6 required fifteen days' prior writing absent specified material breach. TrackVia identified no such breach, canceled March 31, disabled access, and first gave writing April 7. Later notice did not supply the promised advance interval.
287. Seubert acknowledged remaining contractual details on March 31 and wrote April 7 that the email would "also act as notice," supporting the notice-governed continuation.
288. Hartmann performed and remained ready and able to work the notice interval under the existing location arrangement, including his New Jersey base. TrackVia prevented performance. Expectation damages use the \$54.68 rate, actual schedule, effective notice mechanics, and compensable interval, plus lawful interest and foreseeable contract loss, separately from paid completed invoices.
289. WHEREFORE, Hartmann requests notice-breach expectation damages, interest, and other recoverable contract relief, with applicable credits.

COUNT IX

QUANTUM MERUIT AND UNJUST ENRICHMENT FOR QUALIFYING ADDITIONAL TECHNICAL SERVICES

(Against TrackVia, Inc. only; strictly in the alternative to an enforceable bargain governing the same services)

290. Hartmann incorporates paragraphs 24, 31, 106–119, 131–157, 172, 218–219, 223, 225.
291. In good faith, Hartmann performed specialized services TrackVia requested and accepted, including production code, MFA, qualifying AI and product work, security and compliance implementation, review, quality assurance, testing, documentation, and Amentum delivery.

The SOW described general marketing support, including branding and messaging, website work, lead generation, content, and marketing systems and analytics. Hartmann contends that the separately directed production Java engineering for MFA and the AI-architecture work exceeded that marketing scope. This count covers only services and phases outside an enforceable compensation or assignment bargain, not every technically skilled website task.

292. Hartmann communicated expectations of separate terms before and during qualifying work through SOW discussions and scope and classification objections. Varvarinecz's assurances accompanied further requests; Turner acknowledged nonmarketing work; leaders directed the selected MFA solution into production. TrackVia knowingly accepted it while promising or pursuing correction. Compensation expectations preceded completion and the later litigation.
293. Initial experimentation and later directed implementation are distinct phases. The contemporaneous objections, requests, and assurances establish an expectation of payment for qualifying services rather than an unlimited gift. *Weichert Co. Realtors v. Ryan*, 128 N.J. 427, 437–38 (1992).
294. Alternatively, absent an enforceable express or implied-in-fact price for those services, TrackVia's knowing retention without paying their unpaid reasonable value unjustly enriched it at Hartmann's expense.
295. The reasonable value depends on the periods, direction, hours, market comparators, and expert evidence, less all amounts already paid and properly allocable to the technical services.

296. WHEREFORE, Hartmann requests the unpaid reasonable or restitutionary value of qualifying accepted services, lawful interest, and available costs, with proper credits.

COUNT X

NATIONAL-ORIGIN AND ANCESTRY-BASED EMPLOYMENT DISCRIMINATION

Title VII, 42 U.S.C. §§ 2000e-2(a), 2000e-2(m), and 2000e-5

(Against TrackVia, Inc. and Bow River Asset Management, LLC)

297. Hartmann incorporates paragraphs 20–31, 40–52, 54, 106–130, 158–202, and 215–225.

298. TrackVia controlled and reviewed work, assigned projects, prescribed hours and internal participation, supplied systems and equipment, and exercised personnel authority. Taken together, those facts support employee status under the common-law agency test notwithstanding contractor tax reporting. *Faush v. Tuesday Morning, Inc.*, 808 F.3d 208 (3d Cir. 2015).

299. On information and belief, TrackVia affected commerce and employed fifteen or more employees each working day in twenty or more weeks of the relevant current or preceding calendar year, as supported by its workforce, departments, and hiring. Hartmann also invokes Title VII’s protection of U.S. citizens employed abroad by an American employer, subject to the applicable foreign-employment exceptions. 42 U.S.C. §§ 2000e(b), (f), 2000e-1(b)–(c).

300. On information and belief, Bow River was a covered employer meeting Title VII’s employee threshold; its June 30, 2026 Form ADV reported sixty-nine full- and part-time employees. Its joint-employer role rests on exercised operational authority: at the March 20 company-wide integration meeting, Raeder prescribed attendance, hours, performance, and continued-work conditions and identified Bow River personnel’s compensation and people-operations roles. Beringer then participated in Hartmann’s termination. These acts, described in paragraphs 167–179 and 191–195, support Bow River’s alleged control over

the working relationship. The August 12 charge expressly named it and described those roles; later requests sought accurate processing.

301. Hartmann was qualified and performed substantial accepted marketing and technical work. Defendants nevertheless selected the Romania-identified worker for immediate discharge while granting individual remote and foreign exceptions and retaining or rebuilding his functions.

302. Hartmann alleges that the stated marketing-location requirement was selectively applied to him as a pretext for discrimination based on Romanian or Eastern European ancestry and actual or perceived national origin. Raeder expressly approved continued remote work for other employees during the same call and described offshore technical work as part of Bow River's strategy. Against that background, the Eastern Europe and Romania exchange, immediate rejection before any inquiry into Hartmann's duties, individualized technical inquiry and retention afforded Garcia, Turner's accepted foreign-work arrangement, and termination eleven days later despite Hartmann's hybrid responsibilities and the continued need for his functions support that inference. Hartmann had openly discussed his family roots at TrackVia, and the diligence records identified his New Jersey address.

303. Discriminatory selection ended the accepted relationship and contemplated continuing New Jersey work, depriving Hartmann of remuneration, benefits, professional opportunity, and equal employment terms and causing the other pleaded compensable injuries.

304. The named-employer submissions and outstanding notice are addressed in paragraphs 40–43. Hartmann requests that limited administrative-completion stay and prompt supplementation, not merits adjudication before satisfaction of the applicable condition.

305. WHEREFORE, Hartmann requests Title VII judgment against the employer defendants; back pay and benefits; reinstatement or front pay; authorized § 1981a compensatory and punitive damages; equitable relief; interest, costs, and attorney's fees, subject to applicable statutory caps and same-decision limitations.

COUNT XI

POST-CHARGE RETALIATION AND INTERFERENCE WITH DISCRIMINATION-RELATED COOPERATION

42 U.S.C. § 2000e-3(a)

(Against TrackVia, Inc. only)

306. Hartmann incorporates paragraphs 20–31, 40–43, 106–130, 166–202, 215–225, and 209–214.
307. Filing and pursuing the discrimination charge and seeking lawful factual assistance were protected acts. TrackVia knew through the charge, agency representation, and related communications.
308. The post-charge, claimant-specific instruction directed staff not to engage or respond directly to Hartmann's company-related communications and to route them to Basom and legal. As applied to witnesses with firsthand knowledge of his work and termination, its alleged restriction of voluntary, nonprivileged factual cooperation was materially adverse because it discouraged assistance with his discrimination charge and placed that cooperation under the control of challenged management.
309. But for Hartmann's protected discrimination challenge, the targeted suppression would not have occurred. Knowledge, timing, express identification, breadth, and the relevant recipients support that causal inference.
310. Former employees are protected against materially adverse acts deterring reasonable workers from supporting a charge. *Robinson v. Shell Oil Co.*, 519 U.S. 337 (1997);

Burlington Northern & Santa Fe Railway Co. v. White, 548 U.S. 53 (2006). The challenged restriction concerns lawful, nonprivileged cooperation.

311. TrackVia impaired evidence access and caused added effort, expense, distress, and other compensable loss. Paragraphs 40–43’s administrative-completion request applies, including any necessary further agency processing.

312. WHEREFORE, Hartmann requests authorized compensatory and punitive damages, protection against retaliation and interference with protected cooperation, interest, costs, and attorney’s fees.

COUNT XII

INTENTIONAL ANCESTRY-BASED IMPAIRMENT OF PERSONAL CONTRACTUAL RIGHTS

42 U.S.C. § 1981

(Against TrackVia, Inc.; Bow River Asset Management, LLC; and John P. Raeder, Jr.)

313. Hartmann incorporates paragraphs 20–31, 44–65, 106–130, 158–202, and 215–225.

314. Hartmann personally held the 2023 contract and continued performance, compensation, and notice rights, including actual and contemplated New Jersey services. TrackVia accepted that work and administered the Beachwood contract and payment identity.

Independent temporary Romanian residence did not transfer the undertaking to a foreign employer or replace domestic performance rights. This count asserts his rights in that domestic undertaking.

315. Section 1981 protects against intentional ancestry or ethnic-characteristics discrimination even within a broad racial category. *Saint Francis College v. Al-Khazraji*, 481 U.S. 604 (1987). Hartmann claims Romanian or Eastern European ancestry-based contractual discrimination.

316. TrackVia discriminatorily canceled his personal agreement. Bow River intentionally supplied and enforced the selection criterion and HR process; Raeder personally announced it and selectively assessed exceptions. Each impaired the contractual rights through its or his own intentional acts.
317. The domestic impairment is cancellation of the U.S. undertaking and its continuing New Jersey performance, compensation, and notice rights through defendants' U.S. operations and Denver integration. It canceled the continuing relationship under which Hartmann had performed ordinary duties in Beachwood in November–December 2023, October 2024, and July 2025 and would have continued that New Jersey performance under the established cross-border arrangement. He had independently chosen to live in Romania under the annually renewable temporary residence permission described in paragraph 21; TrackVia accepted that arrangement and retained the Beachwood contract and background-screening identity. Those performance and contractual facts supply the domestic-application theory, with citizenship, residence documents, and tax filings corroborating continuity.
318. But for ancestry-based selection, that impairment would not have occurred. Selective exceptions, known hybrid duties and performance, lack of individualized review, and close implementation support the required but-for theory. *Comcast Corp. v. National Association of African American-Owned Media*, 589 U.S. 327 (2020).
319. The impairment caused lost remuneration and benefits, emotional and professional injury, and other compensable harm, whether Hartmann was an employee or contractor. Claim-related New Jersey events support § 1391(b)(2) venue independently of Title VII. No EEOC notice is required.

320. WHEREFORE, Hartmann requests defendant-specific § 1981 judgment, compensatory and punitive damages upon the required proof, declaratory and equitable relief, interest, costs, and authorized § 1988 attorney's fees.

COUNT XIII

RETALIATION FOR ASSERTING ANCESTRY-BASED CONTRACTUAL-EQUALITY RIGHTS

42 U.S.C. § 1981

(Against TrackVia, Inc. only)

321. Hartmann incorporates paragraphs 20–31, 40–43, 106–130, 166–202, 215–225, and 209–214.

322. Hartmann's charge and factual-assistance efforts opposed ancestry-based deprivation of his own contractual rights under a good-faith, reasonable belief of illegality. TrackVia knew that challenge's substance.

323. Section 1981 protects against retaliation for asserting equal contractual rights. *CBOCS West, Inc. v. Humphries*, 553 U.S. 442 (2008). The protected challenge is ancestry-related, not the separate IP assertion.

324. The separate domestic retaliation was the U.S. management instruction and its alleged use to deter U.S. witnesses from assisting U.S. discrimination proceedings. The requested cooperation concerned firsthand working-condition and control evidence relevant to his discrimination proceeding, including employee status, which CCRD asked him to substantiate. He provided responsive records through SharePoint, and CCRD acknowledged receipt. The alleged obstruction concerns assistance with his ancestry-based contractual-equality challenge through domestic processes and witnesses holding evidence here, distinctly from cancellation and his location upon receiving the instruction.

325. But for the protected challenge, TrackVia would not have imposed that targeted restriction.

Knowledge, sequence, scope, and identification support causation. The materially adverse conduct impaired factual assistance and caused added expense, effort, distress, and other compensable harm.

326. WHEREFORE, Hartmann requests § 1981 retaliation judgment against TrackVia, authorized compensatory and punitive damages, protection of lawful witness and agency cooperation, interest, costs, and § 1988 attorney's fees.

COUNT XIV

PROMISSORY ESTOPPEL — ENGINEERING SCOPE, COMPENSATION, AND RESOLUTION ASSURANCES

New Jersey common law; Federal Rule of Civil Procedure 8(d)

(Against TrackVia, Inc. only; in the alternative to an enforceable bargain supplying relief for the same undertaking)

327. Hartmann incorporates paragraphs 20–25, 31, 106–157, 183–201, and 215–225.

328. During late-2025 and early-2026 engineering, Varvarinecz repeatedly promised orally and in Slack to address the additional engineering, including work already performed, through a separate SOW or other compensation arrangement. Turner joined scope discussions, acknowledged nonmarketing work, and directed implementation. Those promises followed objections to unlimited engineering under the marketing bargain and preceded the additional Allen and Reed meeting assurance.

329. TrackVia knew Hartmann was deciding whether to continue customer-critical engineering before separate terms. Relying on the promises, he advanced MFA beyond experimentation through implementation, review, testing, documentation, and readiness while continuing marketing. He committed labor otherwise withheld pending terms or devoted to earning activity, before the February 27 pause.

330. On February 27, Varvarinecz requested “hold one more beat,” validated the complaint, and arranged the Allen and Reed meeting, qualifying its expected outcome as decision, clarity, and next steps. His later summary reinforced Hartmann’s understanding that a separate SOW or other compensation arrangement would follow. In light of the earlier engineering assurances and Varvarinecz’s request for a measured sequence of escalation, Hartmann deferred broader transmission and undertook the requested resolution process while continuing marketing and transition cooperation and maintaining the engineering pause. His reliance on the earlier oral and Slack assurances, including additional implementation before the pause, remains separately pleaded in paragraphs 134–154; the preserved meeting qualification did not itself guarantee a SOW or compensation amount.
331. The promises concerned resolution of identified engineering scope and compensation and later temporary forbearance—not an inferred rate never agreed. TrackVia knew their importance to continued delivery. Hartmann seeks the definite detriment caused by each promised undertaking, not enforcement of an unagreed price.
332. TrackVia obtained implementation and forbearance, retained benefits, and terminated without the promised SOW or compensation resolution. Hartmann seeks the uncompensated personal labor and time committed to additional implementation after the earlier assurances and before the February 27 engineering pause, together with any distinct displaced earning efforts and incremental resolution costs caused by the later requested forbearance, with applicable payments allocable to that work and recoveries for the same loss credited.
333. The identified promises, expected and reasonable reliance, and definite detriment support estoppel. *Goldfarb v. Solimine*, 245 N.J. 326 (2021). Management’s requests, scope

acknowledgment, acceptance, and repeated assurances made reliance foreseeable. Where no enforceable bargain compensates the undertaking, reliance relief is necessary to prevent injustice. Hartmann's personal account, preserved acknowledgments, and identified company-held communications support the course alleged.

334. WHEREFORE, Hartmann requests net reliance damages and equitable relief necessary to prevent injustice, with credits for payments and recovery of the same loss under other counts.

COUNT XV

FRAUDULENT INDUCEMENT AND MATERIAL CONCEALMENT IN THE 2023 RECRUITMENT

**New Jersey common law; N.J.S.A. 2A:14-1
(Against TrackVia, Inc. only)**

335. Hartmann incorporates paragraphs 20–25, 31, 44–47, 56–63, 66–69, 106–130, and 215–225.
336. Varvarinecz directly recruited Hartmann as marketing director in June 2023, including discussions associated with the June 2 materials and June 29 company onboarding plan. He solicited Hartmann to lead the function and supplied named paid-search, nurture-email, blog and video personnel, coordination duties, reviews, digital-demand responsibilities, and milestones. Hartmann received and considered that concrete operating account before committing.
337. TrackVia's then-existing staffing account omitted an already-decided or materially advanced plan to eliminate the remaining team and transfer its functions to Hartmann. Possible reassignment of a coworker's digital-demand duties after review did not disclose that broader reduction. The misrepresentation concerns an existing plan, not permanent retention of every coworker.

338. Pre-contract planning and knowledge are alleged on information and belief from targeted recruitment, the detailed staff and milestone plan immediately before contracting, the approximately six-week interval to announced elimination, and transfer of responsibilities to Hartmann. Varvarinecz presented both the role and its rapid reduction. TrackVia holds the staffing budgets, approvals, and recruitment instructions establishing when the reduction was planned and known.
339. Having described the staffing plan to induce acceptance, TrackVia had a duty to supply known facts necessary to make that account truthful, independently of a fiduciary relationship. *Lightning Lube, Inc. v. Witco Corp.*, 4 F.3d 1153 (3d Cir. 1993). On information and belief, Varvarinecz and responsible leadership knew the reduction's existing or materially advanced status and intended the incomplete presentation to secure Hartmann's full-time commitment on the offered terms.
340. Hartmann reasonably relied by accepting and allocating time to the represented operation rather than pursuing the personal real-estate and business-brokerage undertaking with Chihaescu described in paragraph 112. TrackVia expected that reliance. Timely disclosure would have led him to preserve earning activity or require different scope and compensation. Later continuation did not cure the omission before his entry-stage decision.
341. The claimed loss is the net personal economic detriment from forgoing the paragraph 112 undertaking and committing time and resources in reliance on the recruitment account, after compensation credits. Hartmann does not allege that a particular brokerage transaction would certainly have closed or claim Hartmann Industries' lost growth, assets, or receivables as his personal damages. The material half-truth, duty, knowledge, intent,

actual reliance, and economic damage establish common-law fraud. *Allstate New Jersey Insurance Co. v. Lajara*, 222 N.J. 129 (2015).

342. This claim is timely under New Jersey's six-year N.J.S.A. 2A:14-1 period. *Holmin v. TRW, Inc.*, 330 N.J. Super. 30 (App. Div. 2000), *aff'd*, 167 N.J. 205 (2001). The State's substantial interest and separate limitations analysis are pleaded in paragraph 63 under *McCarrell v. Hoffmann-La Roche, Inc.*, 227 N.J. 569 (2017).
343. WHEREFORE, Hartmann requests fraud and concealment judgment, compensatory reliance and economic damages, authorized punitive damages, interest, and recoverable costs, with applicable credits.

COUNT XVI
INTENTIONAL MISREPRESENTATION OF CURRENT POSITION RISK DURING
THE ACQUISITION

New Jersey common law
(Against TrackVia, Inc. only)

344. Hartmann incorporates paragraphs 20–25, 31, 44–47, 158–202, and 215–225.
345. On March 19, 2026, senior product and engineering leader Turner issued the Slack assurance quoted in paragraph 183, which Hartmann received, read, and contemporaneously captured. It categorically addressed existing acquisition-related job risk and immediate transition in Turner's leadership capacity, separately from Varvarinecz's engineering assurances.
346. On information and belief, that categorical denial was materially false when made. Turner participated in acquisition-facing operations; the next day brought senior departures, new role and location conditions, and a participation evaluation. Eleven days later, cancellation was expressly attributed to acquisition evaluation. The developed transaction and

contemporaneous steps support existing material position risk, rather than an unrelated later change.

347. On information and belief, Turner and responsible leadership knew or believed the assurance false or recklessly disregarded its truth while seeking uninterrupted transition performance. Turner's senior role and participation in acquisition information gathering, considered with the next-day transition announcements, supply the basis for that inference of contemporaneous awareness of position risk. Having described current risk, TrackVia had to disclose the evaluation or change necessary to avoid misleading Hartmann. *Lightning Lube, Inc. v. Witco Corp.*, 4 F.3d 1153 (3d Cir. 1993). The purpose was continued performance and delayed protective action; company-held messaging and review records bear on intent.
348. Hartmann actually and reasonably relied by continuing marketing and transition cooperation and continuing to postpone formation and development work for the venture that became Team Clarity, as described in paragraph 186. March 20's individual exceptions and participation period supplied no individualized correction for his hybrid role. Those facts support the alleged duration and reasonableness of reliance after March 19. The claimed loss is the incremental personal preparation and development time displaced by that continued postponement, with no assumption of successful fundraising, business profits, or guaranteed TrackVia employment.
349. The March 31 cancellation realized the denied acquisition risk. Earlier truthful disclosure would have prompted the venture preparation and development described in paragraph 186; the alleged deception instead caused the incremental delay in that personal work, independently of the notice breach.

350. WHEREFORE, Hartmann requests compensatory damages caused by the misrepresentation, authorized punitive damages, interest, and recoverable costs, without duplicate termination or notice recovery.

COUNT XVII

PROMISSORY ESTOPPEL — ACQUISITION-PERIOD POSITION ASSURANCE

New Jersey common law; Federal Rule of Civil Procedure 8(d)

(Against TrackVia, Inc. only; pleaded in the alternative)

351. Hartmann incorporates paragraphs 20–25, 31, 158–202, and 215–225.
352. Turner’s March 19 assurance promised that this acquisition would not change current job definitions and requirements or place positions at risk. TrackVia intended or reasonably expected continued labor and cooperation instead of immediate replacement-work or protective efforts. This transition promise is distinct from Count XIV’s engineering-resolution assurances.
353. Hartmann reasonably relied through paragraphs 184–186’s performance and continued postponement of Team Clarity formation and development after March 19. March 20’s exceptions and participation period, and the lack of an individualized correction, inform duration and reasonableness. Reliance protection does not require permanent or for-cause employment.
354. TrackVia obtained continued performance and forbearance, then canceled in the very acquisition review covered by the assurance. The claimed detriment is the net personal preparation and development time displaced by the additional delay after March 19, measured against beginning that work promptly, with compensation and overlapping relief credited.
355. At-will status does not itself foreclose promissory estoppel based on a clear promise, foreseeable reasonable reliance, and concrete detriment. *Peck v. Imedia, Inc.*, 293 N.J.

Super. 151 (App. Div. 1996); *Goldfarb v. Solimine*, 245 N.J. 326 (2021). Uncompensated reliance relief is necessary to prevent injustice.

356. WHEREFORE, Hartmann requests reliance damages, equitable relief, interest, and recoverable costs, alternatively to other compensation for the same loss.

PART THREE — RELIEF AND JURY DEMAND

VI. TECHNOLOGY-SPECIFIC AND OTHER EQUITABLE RELIEF

357. Final injunctive relief should identify protected material and unauthorized acts and provide appropriate preservation, segregation, nonuse, and nondisclosure. Return or deletion must preserve evidence. Post-charge relief should protect lawful agency participation and nonprivileged voluntary cooperation while respecting privileged and genuinely confidential material.

358. Interim relief may be sought separately under Rule 65 and applicable local procedure with supporting evidence. Final terms should specifically enforce adjudicated technology, employment, contractual-equality, and participation rights.

VII. PRAYER FOR RELIEF

359. WHEREFORE, Hartmann requests judgment in his favor against each defendant only on the claims and capacities asserted against that defendant, and the following relief without duplication:

A. Declare original authorship, present retained ownership, the effect of the actual assignment and the two agreements, and the existence and scope of express or implied permission concerning the specified CodeCompanion baseline, qualifying scheduled reference interests, and CC Configuration, as requested in Count I;

B. Enter specific injunctive and affirmative protective relief against threatened misappropriation of the CC Configuration under the DTSA and the applicable state trade-secret statute, with preservation and segregation as appropriate and any interim relief separately established under Rule 65;

C. Award trade-secret monetary relief, including actual loss, nonduplicative unjust enrichment or an authorized royalty, and exemplary damages and fees, to the extent authorized by the governing statute and a completed violation properly pleaded and proved;

D. Award back pay, lost legally recoverable benefits and remuneration, and appropriate reinstatement or front pay under the governing discrimination or retaliation claim, with mitigation and other required credits;

E. Award contract expectation damages for the failure to provide fifteen days' prior written notice, any other proven recoverable contract loss, and lawful interest;

F. Award the unpaid reasonable or restitutionary value of qualifying additional technical services to the extent no enforceable bargain governs compensation for the same services, and award distinct personal reliance and fraud damages under Counts XIV through XVII, with payments and overlapping awards credited;

G. Award compensatory damages for proven emotional distress, humiliation, professional and reputational injury, and other economic or noneconomic loss, including tax or benefit consequences only where causally established and legally recoverable;

H. Award punitive damages only on claims permitting them and upon the defendant-specific showing required; award the applicable Colorado statutory penalties and liquidated damages only if that alternative count governs and its prerequisites are proved;

I. Award prejudgment and postjudgment interest, taxable costs, and reasonable attorney's fees as authorized by the governing statutes, including Title VII and 42 U.S.C. § 1988, with fees limited to authorized services of retained counsel, if any, and excluding Hartmann's own pro se time;

J. Retain the action in the District of New Jersey; allow targeted jurisdictional discovery where appropriate; grant the limited administrative-completion stay for Counts X and XI described in paragraphs 40–43, with thirty-day status reports and leave promptly to supplement; permit independently actionable claims and appropriately coordinated preservation and proceedings to continue; and, if necessary, order claim-specific transfer with a valid jurisdictional basis and coordinated treatment for each resulting action;

K. Enter appropriate relief protecting lawful, nonprivileged witness cooperation and participation in the discrimination proceedings from retaliation, and grant such other legal, equitable, declaratory, or further relief as is just.

VIII. DEMAND FOR JURY TRIAL

360. Hartmann demands a jury on every triable claim and issue under Rule 38(b) and Local

Civil Rule 38.1, with equitable issues reserved as law requires.

Dated: September 10, 2026

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'JH', is written over a horizontal line.

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