

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

FLO FREE LLC, CURRENCE, INC., and DAVID  
MOZEIKA,

Plaintiffs,

v.

THE GUARDIAN LIFE INSURANCE COMPANY  
OF AMERICA and PARK AVENUE SECURITIES,  
LLC,

Defendants.

Civil Action No.

**COMPLAINT**

***Plaintiffs Request a Trial by Jury***

Plaintiffs Flo Free LLC (“**Flo Free**”), Currence, Inc. (“**Currence**” and together with Flo Free, “**Plaintiff Companies**”), and David Mozeika (“**Mozeika**”), by their undersigned counsel, as and for their Complaint against Defendants The Guardian Life Insurance Company of America (“**Guardian**”) and its wholly-owned subsidiary, Park Avenue Securities, LLC (“**Park Avenue**”), allege as follows:

**PRELIMINARY STATEMENT**

1. Acts of thievery, deception, bad faith and greed (as set forth below) are often associated with insurance companies like Defendant Guardian. What makes this case particularly egregious is the fact that the Defendants are guilty of that kind of misconduct against their own long-standing top performers who sought to, and did in fact, generate tens of millions of dollars in profits for the Defendants, only to be “rewarded” by Defendants unlawfully destroying their business and forcing them to leave their employ and forego millions in future commissions, pensions and deferred compensation earned over the decades spent working for Defendants.

2. The victims here are David Mozeika, a longstanding and successful Guardian financial adviser (*i.e.*, insurance salesman), Vincent M. D’Addona (“**D’Addona**”), one of the most respected and well-known financial advisers in Guardian’s history, and the Plaintiff Companies

they co-founded to own and develop specialized technology to aid Defendants in their business. In connection with his role in selling Defendants' insurance and investment products, Mozeika developed a revolutionary and unique technology and process to significantly bolster Defendants' sales. Under the protection of stringent written contracts between the Plaintiff Companies and the Defendants, Plaintiffs shared all aspects of their technology with Defendants at their request and to what Mozeika and D'Addona thought was their mutual benefit. They pursued this technology by investing their own time and money with the blessing of Guardian's senior management, as reflected in Guardian providing Plaintiffs with debt financing and logistical support, among other things. This led to Mozeika and D'Addona maintaining two separate business relationships with Defendants: on the one hand, they continued to be among their top salesmen, and on the other hand, they were business partners in developing and implementing a new technology for use among the network of Guardian agents and advisors.

3. As it turned out, Plaintiffs' software and wealth-building process provided massive benefits to Defendants. Among other things, Defendants saw significantly increased sales, interest income, and higher fees. Guardian's advisors radically improved their productivity on sales of life insurance, disability insurance, investments, annuities, as well as increased referrals. Finally, Guardian saw an increased retention of its advisors, which was (and presumably continues to be) critical to its business.

4. However, not satisfied with the aforementioned benefits and the tens of millions in Defendants' profits from those benefits, Defendants tried to effectively steal Flo Free (and Plaintiffs' technology) from Mozeika and D'Addona with a ridiculously bad faith lowball purchase offer, knowing that doing so would put Mozeika and D'Addona in an impossible position of having to choose between accepting the lowball offer and remaining as Guardian financial advisors in

good stead with Defendants, or rebuffing Defendants' offer and possibly not consummating a deal, which would then risk their livelihood as financial advisors and their relationship with Guardian (*i.e.*, millions of dollars in future commissions from Defendants from the sizable book of business they had developed over their 19 years with Defendants). Guardian expressly intended this dilemma to represent a Hobson's choice for Mozeika in particular: In a conversation after the fact, a Guardian executive acknowledged that Guardian expected Mozeika to accept the lowball offer because of the golden handcuffs that Defendants had imposed on Mozeika as a financial advisor.<sup>1</sup> In other words, Guardian was exploiting Mozeika's financial advisor role to force him to sell his technology companies for far less than they were worth. In effect, Mozeika was left with a Sophie's choice: kill his companies or kill his career at Guardian. The reason Defendants had hoped Mozeika and D'Addona would accept the offer was presumably because, unbeknownst to Mozeika and D'Addona, Defendants had implemented a scheme years prior to copy Plaintiffs' technology. At the time of the lowball offer in 2023, Guardian was ready to introduce its copycat platform. Buying Flo Free on the cheap would eliminate any risk of liability for infringement, misappropriation, breach of contract and tortious interference resulting from the implementation of the copycat platform.

5. When Mozeika and D'Addona unexpectedly rejected Defendants' offer to buy Flo Free, rather than engage in further negotiations Defendants affirmatively went after Mozeika and Plaintiffs' business by: (i) rolling out their copycat platform; (ii) instructing their network of agents and advisors to switch to the copycat platform; (iii) trashing Mozeika and his technology without basis throughout the Guardian network; and (iv) demanding repayment of a loan to Flo Free

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<sup>1</sup> Guardian executives knew that Mozeika was the majority owner of the Plaintiff Companies and was younger than D'Addona, who was able to blunt some of the harm inflicted by Guardian by simply retiring, a luxury Guardian executives knew the younger Mozeika could not afford to do.

contrary to representations that Guardian would restructure the loan as needed to accommodate evolving financial needs. In doing so, Defendants presumably were relying on Mozeika's need to protect his livelihood as a financial advisor and not disrupt relations with Defendants.

6. By the time Mozeika and D'Addona learned of Defendants' deception and figured out what Defendants were trying to do, it was too late. Within a short period of time, Defendants successfully redirected Plaintiffs' clients and Defendants' network of general agents and financial advisors to their copycat platform, all in violation of airtight agreements that expressly stated: (i) Plaintiffs owned all the intellectual property at issue; and (ii) Defendants could not copy any of it or use for their own purposes, including copying or reengineering the software. As a result of Defendants' scheme, Plaintiffs' business was destroyed by the end of 2023.

7. To achieve this corporate thievery and ensuing sabotage, Defendants used their employment agreements to restrict their ability to obtain funding for FLO, putting pressure on Mozeika and D'Addona to sell FLO or resign. Defendants also sullied Mozeika's reputation among Defendants' executives, general agents and financial advisors, creating such a hostile environment for Mozeika and D'Addona that they were forced to leave Defendants and forego millions in future commissions, deferred compensation, residual income, and, in the case of Mozeika, his pensions. Upon information and belief, Defendants did not expect Mozeika and D'Addona to leave Guardian or attempt to hold them accountable for their betrayal.

8. This action seeks to do just that, holding Defendants accountable for their breaches, misappropriation of trade secrets and other proprietary information, and tortious interference. Accountability also means highlighting the fact that what Defendants did to two of their own highly successful financial advisors was not an isolated event. Mozeika and D'Addona have since learned that what Defendants did was part of a pattern of (a) stealing technology from unsuspecting

business partners, (b) ripping off clients, and (c) forcing successful financial advisors to forego hard earned commissions.

9. By this action, Plaintiffs seek compensatory, consequential and punitive damages as well as disgorgement of Defendants' tens of millions of dollars in profits resulting from their misconduct.

## **PARTIES**

### **Plaintiffs**

10. Flo Free is a limited liability company organized under the laws of the State of New Jersey, with its principal place of business in New Jersey.

11. Currence is a corporation organized under the laws of the State of Delaware, with its principal place of business in New Jersey.

12. Mozeika is the founder and majority owner of Flo Free and Currence and the creator of the wealth-building strategy that is central to their business. Mozeika was employed by Defendants from 2004 to 2023.

13. Almost all of Plaintiffs' conduct relevant to this action took place in New Jersey, and the harm from Defendants' misconduct had its impact in New Jersey.

### **Defendants**

14. Guardian is a mutual insurance company organized under the laws of the State of New York, with its principal place of business in New York, New York.

15. Park Avenue is a limited liability company organized under the laws of the State of Delaware, with its principal place of business in New York, New York. Park Avenue is a wholly owned subsidiary of Guardian and serves as Guardian's retail broker-dealer and registered

investment advisor. Park Avenue managed cash management accounts for Flo Free's clients before Defendants copied Plaintiffs' services.

### **JURISDICTION AND VENUE**

16. This action arises under the Defend Trade Secrets Act, 18 U.S.C. § 1831 *et seq.* This Court therefore has federal question jurisdiction pursuant to 28 U.S.C. § 1331. This Court has supplemental jurisdiction over Plaintiffs' remaining claims under 28 U.S.C. § 1367 because such claims, arising from the same series of events supporting the federal claim, are part of the same case or controversy as the federal claim.

17. Notwithstanding that much of the conduct and harm at issue in this case took place in New Jersey, certain of the contracts at issue require New York to be the venue for resolution of disputes relating to them, and there are other bases on which to base personal jurisdiction and venue in New York.

18. Certain of Plaintiffs' claims arise out of a June 2019 User Authentication Services Agreement. In that agreement, Guardian and Park Avenue consented to "the exclusive jurisdiction of any state or federal court located within New York City, New York and agree[d] that all actions or proceedings relating to [such] Agreement shall be litigated in such courts, and waive[d] any objection based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court."

19. In addition, certain of Plaintiffs' claims arise out of a July 2022 Non-Disclosure Agreement (the "**2022 NDA**"). In the 2022 NDA, Guardian and Park Avenue "irrevocably submit[ted]" to the jurisdiction of the state and federal courts located in New York City, New York for all actions based upon, arising out of, or connected to the 2022 NDA.

20. Personal jurisdiction is proper in this court under Federal Rule of Civil Procedure 4(k) because Guardian and Park Avenue consented to jurisdiction in certain courts within the State of New York and because, upon information and belief, they are citizens of New York.

21. Venue is proper in this Court under 28 U.S.C. § 1391(b) because Defendants are residents of the State of New York and have their principal places of business in New York, New York. Further, the parties consented to venue in the courts of New York City in the June 2019 User Authentication Services Agreement and the 2022 NDA.

### **FACTUAL ALLEGATIONS**

#### **Guardian's Business**

22. Guardian is one of the largest mutual life insurance companies in the United States. It serves approximately 30 million clients nationwide and manages over \$87 billion in assets.

23. Guardian delivers its products and services through an independent agency system, composed of General Agencies, General Agents, financial representatives, and financial advisors. The independent agency system is comprised of dozens of franchise-like General Agencies around the country that contract with Guardian to distribute its products. Each agency is run by General Agents who recruit, train, and oversee financial representatives and advisors in compliance with Guardian's policies and procedures. While financial representatives and advisors have similar roles, the title of "financial advisor" is specific to individuals who hold a Series 65 or 66 securities license.

24. Guardian provides a suite of support services to its professionals. For example, a key tool that Guardian provides its financial professionals is the "Living Balance Sheet" ("LBS"), a digital suite of financial planning technologies owned by Guardian. Guardian trains financial

advisors to use LBS to monitor and manage client assets and liabilities. Guardian also makes LBS available to clients directly.

25. Guardian's business is heavily dependent on its financial advisors, who promote and sell insurance, annuities, investments (through Park Avenue), and other products. Most of Guardian's revenue is derived from premiums on its insurance and annuity contracts. For example, in 2024, Guardian earned \$10.5 billion in premiums.

26. In order to sell Guardian's products (including investments that Guardian offers through Park Avenue), it is critical for Guardian's financial advisors to provide personalized, curated services to attract and retain clients. Guardian therefore places significant value on training, processes and tools that enable agents to show clients the value of Guardian's products.

27. General Agents (and the financial professionals that they manage) are primarily compensated through commissions on the Guardian products that they sell and the investments that their clients make through Guardian. While successful agents can earn significant commissions income (as well as performance bonuses), most advisors struggle to achieve a critical mass of sales. For this reason, Guardian's agencies—like other employers in the wealth management industry—have historically struggled to retain new financial professionals, who overwhelmingly resign within three years of joining. Industry data indicate that approximately 85% of financial advisors quit their jobs in the first four years.

### **Mozeika's Explosive Success as a Financial Advisor**

28. Since 2001, Mozeika has built an extremely successful career in the financial advisory business, including selling insurance products as well as securities.

29. After graduating from Montclair State University in 2001, Mozeika worked for three years as a Financial Representative at New York Life Insurance Company.

30. In 2004, Mozeika was recruited to work for Guardian as a financial advisor in New Jersey. Mozeika's job was to assess clients' financial risk tolerance and goals and assist them in managing their money, including by recommending investments and insurance products. Throughout his tenure with Guardian, Mozeika lived and worked in New Jersey.

31. Since 2004, Mozeika was also a Registered Representative for Guardian's broker-dealer affiliate, Park Avenue. In that capacity, Mozeika was authorized to offer and sell securities to his Guardian clients.

32. Clients paid Guardian fees for Mozeika's advisory services, as well as paying commissions on investments and insurance products that Mozeika's clients purchased through Guardian. A percentage of those fees and commissions were paid to Mozeika personally.

33. As a Guardian advisor, Mozeika demonstrated a remarkable ability to attract and retain clients. Clients appreciated Mozeika's ability to explain complex investing concepts in clear, straightforward terms, making financial decisions more accessible and understandable. Mozeika's peers at Guardian quickly noticed his talents. He was recognized within Guardian as one of its highest-performing agents. In his time working for Guardian, Mozeika was selected for membership in Guardian's elite groups of high-performing agents, including qualifying for the President's Council eleven times, for the Executive Club thirteen times, for the Chairman's Council once, and for the Leaders Club nineteen times—comprising every single year Mozeika was employed by Guardian. In addition, Mozeika was routinely among Guardian's highest-performing Financial Advisors, and ranked one year as high as number nine amongst thousands of advisors.

34. In addition to being extremely successful as an advisor for Guardian, Mozeika viewed his fellow agents scattered across the country as part of a close-knit community. He had a

strong desire to support his colleagues and help them to succeed. Not surprisingly, Mozeika trusted Guardian and its leadership. He did not expect that Guardian's leadership would ever betray him.

**Mozeika Developed a Radical New Approach to Wealth Accumulation**

35. A key driver of Mozeika's success was an innovative new approach that he developed in 2008 and 2009.

36. Traditionally, Guardian advisors would pitch investment options to clients; in response, clients would decide whether and how much money to send to Guardian based on their personal preferences and goals. Under this approach, clients transferred a very small share of their income to Guardian, and these transfers were irregular and episodic.

37. Guardian attempted to attract more money from clients by copying tools offered by LEAP Systems ("LEAP"), a financial planning company. LEAP promoted a savings strategy that was called the "Wealth Coordination Account." In or about 2005, in an attempt to replicate LEAP, upon information and belief Guardian hired Robert "Bob" Ball, a one-time leader of LEAP, to develop a module for LBS called the "Wealth Building Account" ("LBS Module"), copying LEAP's macroeconomic strategies, narratives, calculators, and other components of its technology and business.

38. However, the LBS Module lacked any mechanism or process whereby clients could route their paychecks automatically to Guardian. Mozeika realized that Guardian's approach to wealth building was episodic and undisciplined.

39. Mozeika developed an entirely new approach, in which he persuaded clients to automatically route their entire paychecks (and all other sources of cash flow) into a brokerage account at Park Avenue (which Mozeika called a "reservoir" account). This "saving before spending" approach was a much more disciplined way of building wealth, because clients'

paychecks were saved by default at Guardian, without the need for active decision making by the client.

40. Under Mozeika's new approach, once their paychecks were deposited in the reservoir account, the entire paycheck would be directed through to wealth accumulation (*e.g.*, interest bearing savings accounts or other investments) or life and disability insurance through an automated process designed by Mozeika, except for any amounts that the client allocated for expenses (which were redirected back to the clients' checking accounts). Prior to Mozeika's implementation of this approach, it would have been highly unusual for Guardian clients to have set up direct deposits of their paychecks into Park Avenue accounts. Capturing clients' paychecks was Mozeika's novel idea. Further, there was no process or narrative to implement this approach until Mozeika created one.

41. For example, under Mozeika's novel approach, if a client's monthly paycheck was \$10,000, the entire \$10,000 would be directly deposited into a reservoir account at Park Avenue. From this amount, \$6,000 might be sent to the client's checking account to cover personal expenses, leaving the remaining \$4,000 to be saved and invested in accordance with an investment plan without any manual effort on the client's part.

42. Further, if the amount of the client's paycheck increased, the future increases in income would be added automatically to savings without any effort by the client, and allocated to investments and insurance that produced additional passive income that further increased the client's savings rate. In the example above, if the client's paycheck increased from \$10,000 to \$11,000, the extra \$1,000 would automatically be directed to savings, investments, or insurance at Guardian and Park Avenue.

43. After developing his wealth building approach, but before founding Flo Free, Mozeika used third-party financial planning software to project clients' savings and investment balances over time. From his office in New Jersey, Mozeika would use the software to visualize the growth of clients' savings and investments based on different hypothetical inputs and assumptions. Using the software, Mozeika and the clients would develop a plan regarding how much of the clients' paychecks should be invested and in what investments. The plan they settled on would then be implemented manually, thus requiring significant time and energy to convince clients to adopt Mozeika's approach and execute the plans they developed.

44. Mozeika spent many years developing and refining the "pitch" that he used to persuade clients to adopt this approach and route their paychecks to Guardian. Mozeika's pitch was effective because it enabled clients to see, in real time, a path to building wealth.

45. Further, and significantly, Mozeika's system had an embedded, built-in psychological feature that encouraged wealth creation.

46. The psychological feature was based on what Mozeika explained as the "psychology of opting out." Once clients deposited their entire paychecks into the wealth-building reservoir accounts, they tended not to increase the agreed allocation for personal expenses because they would be forced to make an active decision to remove money from the interest-bearing reservoir account. The new approach caused clients to change their behavior. Under the new approach, clients would have to intentionally "opt out" of saving money, versus the traditional methods in which clients needed to "opt in" to save money.

47. To illustrate, in the example above, if \$6,000 was sent from the reservoir account to the client's checking account to cover expenses, the client was unlikely to spend more than

\$6,000 on expenses, because the client would need to make an affirmative decision to transfer funds from the reservoir account in order to cover those expenses.

48. Stated differently, it is psychologically more difficult to remove money from a wealth-building account to pay expenses than it is to cover the very same expenses from funds that were already deposited in a checking account. There is a psychological barrier to making a decision that “opts out” of building one’s own wealth. As a result of this psychological barrier, clients became much more accountable to their savings goals.

49. Further, since clients were consistently saving, their wealth grew over time, and they were motivated to allocate greater and greater portions of their income to investments and insurance products. The growth of client assets created a positive feedback loop in which clients were motivated to add to investments and insurance vehicles that would further accelerate their wealth building.

50. Mozeika’s innovative approach produced spectacular results: It caused a dramatic increase in clients’ savings rates which, in turn, led to dramatic increases in the sales of Guardian products. Mozeika’s approach also contributed to his near-perfect “persistency rate”, a measure of retention of clients and renewals of their insurance policies, which was around 99% by the time he left Guardian in 2023.

51. Guardian recognized Mozeika’s extraordinary success as a financial advisor and his contributions to Guardian’s business. Mozeika qualified for the President’s Council eleven out of the twelve years following his implementation of his cash flow innovation. This innovation gave Mozeika a strong advantage in his business, so much so that he was routinely among Guardian’s top Financial Advisors, ranking as high as number 9 among thousands of advisors nationwide.

52. Mozeika began teaching other Guardian advisors how to implement his system, and many of them also saw explosive results.

**Mozeika Sought Guardian’s Support in Developing and Scaling His Concept**

53. Mozeika believed that his approach, if supported by sophisticated wealth-building software and processes, could significantly increase Guardian’s business. He searched inside and outside Guardian for software that could support his approach (or a way to use Guardian’s existing systems to provide the data needed to support Mozeika’s process) but was unable to find any suitable solution. Mozeika realized that in order to implement his new approach at scale, new software would need to be developed.

54. However, Mozeika lacked sufficient resources and funding that would enable him to develop software and processes that could be “scaled up” and used by thousands of agents. Further, under the terms of Defendants’ “Outside Business Activities” and “Private Securities Transactions” policies, Mozeika was prohibited from pursuing funding from third parties

55. With these constraints in mind, in order to secure resources and funding to build an efficient, effective, and scalable product, Mozeika had no choice but to look to Guardian.

56. Mozeika initially approached Ball, a Guardian consultant who served in a role similar to that of a company executive. Ball held a prominent position within Guardian and maintained strong relationships with its General Agents. Ball was also responsible for developing LBS, Guardian’s primary financial planning software (which, as discussed, above, Guardian copied from LEAP). Ball was a former General Agent and former president of LEAP.

57. In 2010, at a Guardian President’s Council meeting in Maui, Hawaii, Mozeika proposed to Ball that Guardian develop a product incorporating Mozeika’s financial planning approach. Ball showed no interest in Mozeika’s idea.

58. In or around 2012, at an LBS training meeting in Philadelphia, Pennsylvania, Mozeika again proposed his idea to Ball. Ball again showed no interest.

59. In 2016, at a Guardian Presidents Council meeting in Puerto Rico, with D'Addona's assistance, Mozeika approached Chris Dyrhaug and John Palazzetti. Dyrhaug was the senior vice president of individual markets at Guardian, and soon thereafter the executive vice president of individual markets. John Palazzetti was the President of Park Avenue. Mozeika proposed to Dyrhaug and Palazzetti that Guardian and/or Park Avenue develop a product incorporating his wealth building system. Once again, Mozeika's proposal fell on deaf ears.

#### **Mozeika Created Flo Free and Began Work on the "Flo" Software**

60. Because Mozeika believed in his concept and was willing to put his money behind it, on November 29, 2016, he organized Flo Free LLC, a New Jersey company based in Wall, New Jersey. Flo Free's purpose was to develop, own, and market the process, methods, technology and intellectual property underlying Mozeika's wealth building innovation.

61. Mozeika was the ultimate owner of 80% of Flo Free. The other 20% was owned by D'Addona, one of the most successful and highly influential Guardian advisors with over three decades of experience with Guardian. D'Addona had the longest tenure of qualifying for President's Council (37 consecutive years) and was inducted into the Guardian Hall of Fame. He also served on many committees and devoted enormous amounts of time to Guardian, while training thousands of advisors over his entire 43-year Guardian career. D'Addona contributed money, his time and influence among others at Guardian to the Plaintiff Companies.

62. When Mozeika used his wealth-building approach with clients, he implemented it manually because Guardian lacked a cohesive, purpose-built suite of tools suited for his approach.

However, at Flo Free, Mozeika would develop an entirely new wealth-building software from scratch. The software (along with related intellectual property rights) would be owned by Flo Free.

63. In August 2017, Flo Free engaged Defined Logic, LLC (“**Defined Logic**”), a digital technology, strategy, and design firm based in Red Bank, New Jersey, to develop Flo Free’s software, which would be called “Flo.” Defined Logic was the sole custodian for the proprietary technology that it developed for Flo Free. Flo Free and Defined Logic entered into agreements that provided for Flo Free’s ownership of the software and related intellectual property and protected the confidentiality of its technology and methods. The servers containing this information were located in New Jersey. Disputes between Flo Free and Defined Logic were to be resolved in New Jersey under New Jersey law.

#### **Guardian Decided to Support Flo’s Development**

64. In the summer of 2017, as Mozeika laid the groundwork to develop Flo, he invited Dyrhaug to his office in Wall Township, New Jersey. Under the protection of a non-disclosure agreement with Dyrhaug, Mozeika explained his wealth-building approach and his plan to develop Flo. He also explained the “pitch” that he used to persuade clients to redirect their paychecks to a Guardian account. He showed diagrams and other images produced by Knockout Graphics, a graphic design firm in Asbury Park, New Jersey, and explained how his wealth-building approach contributed to his success as a financial advisor. This time, Dyrhaug recognized the great potential of Mozeika’s idea, going so far as to exclaim that it was “like a Fitbit for cash flow,” *i.e.*, a wealth-building tracker.

65. As Dyrhaug later admitted, Mozeika had found a solution to a problem that had vexed Guardian for a long time. The problem was how to persuade clients to entrust more of their money to Guardian, so that Guardian could earn more fees from managing the clients’ money. In

Dyrhaug's words, "*if you control the cash flows . . . you control the relationship.*" Dyrhaug understood that Mozeika had found a novel way to convince clients to redirect their paychecks to an account at Guardian, allowing Guardian to maximize its money management fees and insurance and financial product sales, while also facilitating Guardian's efforts to recruit, hire, and retain advisors.

66. With Dyrhaug's backing, Guardian executives began discussions with Flo Free to support Flo's development. After signing non-disclosure agreements with Flo Free, senior Guardian executives participated in these discussions, including chief executive officer Deanna Mulligan, as well as Tommy Smoot, Andy Gordon, and Michael Ferik.

67. Beginning in 2017, Flo Free's and Defined Logic's personnel in New Jersey developed the features, architecture, and underlying code for a Flo prototype.

68. At the same time, Flo Free and Guardian shared information and discussed potential commercial arrangements. Flo Free connected its personnel to Guardian's, creating and sharing Flo's demonstrative demos and information with Guardian.

69. In March 2018, at Guardian's request, Defined Logic sent Guardian a document outlining the architecture of Flo. Flo Free and Guardian discussed the possibility of designing Flo to be deployed at Park Avenue.

70. To facilitate these discussions, Flo Free entered into confidentiality agreements with Guardian personnel that restricted them from disclosing or using plans, trade secrets, and other non-public information about Flo.

71. With the confidentiality protections in place, Flo Free transmitted substantial confidential proprietary information to Guardian. Among other information, Guardian received

descriptions of Flo’s functionality, outlines of Flo’s architecture, and a product development roadmap and timeline.

72. Guardian promised Mozeika and D’Addona that it would support Flo Free as it launched its product, including promoting the distribution and use of Flo by Guardian’s agents. Guardian also indicated that it would consider sharing profits from the additional cash that Flo Free brought under management to Guardian.

73. Guardian also began to take affirmative steps to support Flo’s development. For example, Guardian created separate accounts for Flo clients with account numbers that had the prefix “FL0.” Guardian also sent correspondence to Flo Free’s clients with the Flo Free logo on it.

#### **The September 2018 Promissory Note and Guaranties**

74. On or about September 17, 2018, Flo Free and Guardian entered into a Promissory Note Purchase Agreement (the “**Note**”). Dyrhaug signed the Note on behalf of Guardian; Mozeika signed it in New Jersey.

75. In the Note, Guardian agreed to lend Flo Free up to \$825,000 to “support the working capital needs of [Flo Free] in developing certain technology to assist clients with financial planning” and in related “product launch, marketing, operations, legal, and other activities.” Pursuant to amendments made on March 1, 2021, the loan was to be fully repaid by December 1, 2025.

76. Concurrently with the execution of the Note, Mozeika and D’Addona each signed a Guaranty (collectively, the “**Guaranties**”), in which each agreed to personally guarantee Flo Free’s payment obligations under the Note. Further, under the terms of the Guaranties, Guardian was entitled to offset commission payments due to Mozeika and D’Addona against amounts due under the Note.

77. The Note provided that, while Flo Free would share information with Guardian related to its “technology roadmap” and Guardian would communicate its “preferences” to Flo Free regarding that roadmap, Flo Free would own all intellectual property rights associated with the technology as well as related product and service offerings:

[Flo Free] is working on development of a technology roadmap for its technology under development (“Technology Roadmap”) and will consult with [Guardian] during Flo Free’s development of the Technology Roadmap. ***[Guardian] will provide [Flo Free] with input and feedback on [Guardian’s] preferences regarding design, functionality, and operation of the technology.*** All information disclosed to Guardian by [Flo Free] will be covered by a Non-Disclosure Agreement between [Flo Free] and Guardian in mutually agreeable form and content and ***[Flo Free] will be the owner of all intellectual property rights associated with the Technology and related product and service offerings, including with respect to any input and feedback provided by Guardian.*** (Emphasis added.)

78. The Note also provided Guardian with a 24-month “exclusivity period” during which Flo Free would be prohibited from marketing its products and services to Guardian’s competitors. Further, the Note provided Guardian with a “Right of First Offer” whereby 30% of any new equity issuance by Flo Free would need to be offered to Guardian first.

79. The Note reflected the parties’ mutual understanding that Guardian would be evaluating Flo Free’s technology for purposes of a potential purchase of Flo Free and its technology. Indeed, the only reason why the Note provided for Guardian to communicate its “*preferences regarding design, functionality, and operation of the technology*” to Flo Free was that Guardian desired Flo Free to develop a product that would be suitable for purchase by Guardian. Flo Free, in turn, was prepared to customize Flo’s design to suit Guardian’s preferences, including by using Guardian’s technology to facilitate single sign-on for both clients and Guardian advisors. All materials that Flo Free submitted to Guardian ahead of the Note’s execution were reviewed and approved by Guardian’s compliance department.

80. Based on Guardian’s statements and conduct at the time, Mozeika and D’Addona expected that Guardian would be a partner and supporter. Indeed, if Flo Free’s wealth-building software and methods proved to be a game changer, Mozeika and D’Addona expected that Guardian would ultimately purchase the business. For these reasons, Mozeika and D’Addona continued to develop and invest their time and money in Flo Free’s business and partner with Guardian on that business.

81. Moreover, Flo Free would not have agreed to provide Guardian with exclusivity and a right of first refusal without an assurance that Guardian was actually interested in purchasing Flo Free. Indeed, a key purpose of exclusivity provisions is to give prospective buyers time to conduct due diligence and evaluate the asset for potential purchase.

#### **The October 2018 NDA**

82. On or about October 2, 2018, Flo Free and Guardian executed a Non-Disclosure Agreement (the “**2018 NDA**”).

83. The 2018 NDA further memorialized the fact that Flo Free and Guardian were “engaging in discussions” regarding Flo Free’s “development of technology” and “possible business transactions between the Parties,” and that, in connection with those discussions, Flo Free was “disclosing certain Confidential Information.”

84. The 2018 NDA contained detailed requirements related to the confidentiality of Flo Free’s information and restrictions on Guardian’s use of that information.

85. The 2018 NDA broadly defined “Confidential Information” to include, among other things, “all confidential or proprietary information relating to” Flo Free “in whatever format it exists, including verbal, written, visual, graphic or machine-readable form.” The 2018 NDA listed numerous examples of Confidential Information, including “any trade secrets,” any

“information concerning, relating to or making reference to . . . financial practices or . . . business practices, plans and strategies,” “information relating to the marketing or promotion of products,” “product specifications, data, know-how, formulae, compositions, processes, designs, diagrams,” and “computer software and programs.”

86. The 2018 NDA restricted Guardian’s use of Confidential Information, as follows:

**Use.** *[Guardian] shall not use [Flo Free’s] Confidential Information for any purpose other than the Purposes* and shall not take any action with respect to the Confidential Information that is inconsistent with the confidential and proprietary nature of such information or inconsistent with the provisions of this Agreement. (Emphasis added.)

87. The 2018 NDA defined the term “Purposes” to mean Guardian’s “evaluating” of Flo Free’s “development of technology” and “possible business transactions between the Parties.” The 2018 NDA prohibited Guardian from using Flo Free’s confidential information for any other purposes, such as developing Guardian’s own competing technology or copying, misappropriating, or reverse-engineering Flo Free’s technology. To further reinforce these restrictions, the 2018 NDA provided that Guardian could only disclose Flo Free’s confidential information to Guardian employees and representatives who had a “need to know” the confidential information “in connection with the Purposes.”

88. The 2018 NDA reaffirmed that Flo Free was the sole and exclusive owner of its confidential information, and that Guardian had no rights to any of that information:

**Ownership.** *All Confidential Information is and shall remain the sole and exclusive property of [Flo Free]. By disclosing the Confidential Information to [Guardian], [Flo Free] does not grant to [Guardian] any license, interest, or rights of any kind in and to the Confidential Information.* [Guardian] agrees that the disclosure of the Confidential Information of [Flo Free] does not confer upon [Guardian] any rights in or to the Confidential Information. (Emphasis added.)

89. Further, the 2018 NDA provided that Flo Free was the owner of all intellectual property rights associated with the technology:

*[Flo Free] will be the owner of all intellectual property rights associated with the Technology and related product and service offerings*, including with respect to any input and feedback provided by [Guardian] or its Representatives regarding the Technology and only to the extent actually incorporated into the Technology. (Emphasis added.)

90. Concurrently with the execution of the 2018 NDA, Flo Free entered into an “Acknowledgment” with Park Avenue, which provided that all confidential information disclosed to Pershing LLC (“**Pershing**”), was subject to the terms of the 2018 NDA. Pershing served as custodian for Park Avenue/Guardian client investment accounts.

91. In or about November 2018, a group of Guardian General Agents met to discuss forming a pilot program in which they paid for early access to Flo for their firms, after signing non-disclosure agreements.

### **The Conspiracy Began**

92. Mozeika and D’Addona made history within Guardian by becoming the first financial advisors to ever be invited to Guardian’s General Agents Conference, which took place on February 19, 2019.

93. At the conference, Mozeika and D’Addona spoke to a packed audience of Guardian’s associates, General Agents and executives, describing what Flo Free had built, along with a detailed multi-media presentation. The reaction was overwhelmingly enthusiastic. The audience immediately saw what Mozeika and D’Addona had accomplished, and what Dyrhaug had seen in the summer of 2017: a revolutionary new approach that could transform the business.

94. However, Bob Ball, a former General Agent and influential leader of Guardian, was not pleased with the sudden popularity of Flo, and was concerned that Flo Free could compete

with its LBS Module, the product developed by Mr. Ball's prior employer, LEAP. Indeed, shortly before the conference, when Mozeika attempted to have a meeting at Dyrhaug's request with Mr. Ball to discuss Flo, Mr. Ball refused to sign an NDA for the meeting, so the meeting never occurred. Mozeika did have a meeting with the head of LBS, Neal Brincefield, who signed an NDA.

95. Unbeknownst to Mozeika, Mr. Ball immediately began a covert campaign within Guardian to "poison the pool" and undermine Flo. He claimed that Flo would be bad for Guardian's culture and would hurt LBS—which, on information and belief, Guardian developed using features copied from LEAP, Mr. Ball's prior employer.

96. Notably, Mr. Ball turned Earl Luttner—one of Guardian's most influential General Agents, and one who had previously enthusiastically supported Flo Free—against Flo Free. Upon information and belief, Mr. Ball offered to provide trainings to Luttner's agency on the condition that it not use Flo Free's services, and Luttner's position toward Flo Free did a complete about-face. Luttner had attended the 2018 pilot program meeting and encouraged other General Agents to join. He had paid in advance for a Flo subscription and invited and paid Mozeika to speak at his "agency kickoff meeting." However, by the time Mozeika came to speak at the meeting after the 2019 General Agents Conference, Luttner forbade him from talking about Flo during his presentation. Luttner also withdrew from Flo Free's pilot program and used his influence at Guardian to discourage engagement with Flo Free.

97. Even more importantly, as Neal Brincefield admitted to Mozeika years later, immediately after Mozeika unveiled Flo Free at the 2019 conference, Mr. Ball and Guardian secretly decided to copy Flo Free's technology and business for their own purpose.

**Flo Free Built Its Technology and Signed New Contracts With Guardian**

98. Unaware that Guardian had secretly decided to steal their business, Mozeika and D'Addona continued to work with Guardian to negotiate relevant agreements, develop Flo and its related technology and services in consultation with Guardian, and train relevant Guardian and Park Avenue personnel to market and use Flo.

99. By June 2019, Flo Free's development team had created two applications that were critical to the operation of its business: a mobile application for customers (the "**Flo Mobile App**") and a web-based application for Guardian advisors (the "**Advisor Web App**").

100. The Flo Mobile App provided customers with an interface that allowed them to visualize and understand their cash flow data and results on mobile phone and other electronic devices. This application imported data feeds from Pershing (the custodian for Park Avenue); Flo Free's technology ingested the data and displayed it in a unique user-friendly format that supported the sales process. Clients could view and query cash flow data in different formats using client-specified criteria. The application provided data and metrics that did not exist before and allowed advisors and clients to communicate more efficiently, which led to increased sales of products.

101. The Advisor Web App was a tool that advisors used to manage their clients. It featured a web based "dashboard" that allowed advisors to view their client data and use it for financial planning. The application also included a resource center that provided documentation, training materials and hundreds of hours of live and recorded trainings.

102. The Flo Mobile App and the Advisor Web App were accessed via a single sign on provided by Guardian. Guardian developed software to support the single sign on function, which contributed to Mozeika's perception that Guardian and Flo Free had a strong partnership.

103. On or about June 13, 2019, Flo Free and Guardian entered into a User Authentication Services Agreement. Pursuant to this agreement, Guardian agreed to authenticate the advisors and clients who were seeking to access the Flo Mobile App and the Advisor Web App. At Guardian's request, Guardian was given access to data, results, recommendations, and information that were part of Flo's web applications, including proprietary advisor usage and productivity data.

104. In conjunction with the User Authentication Services Agreement, on or about June 13, 2019, Guardian, Park Avenue, and Flo Free entered into a non-disclosure agreement, effective as of February 1, 2019 (the "**2019 NDA**"). Guardian insisted that Flo Free execute the 2019 NDA before supporting Flo's launch, effectively holding the launch hostage until Flo Free complied.

105. The 2019 NDA amended and superseded the 2018 NDA, except with respect to an extensive list of confidential materials (previously disclosed by Flo Free) that continued to be governed by the 2018 NDA. This list included sixteen broad categories of confidential information disclosed by Flo Free, including for example:

- "Flo presentation including description of business model including monetization and enrollment strategy, key product and service elements including FLO Score, Reservoir, Timestream, and Pools. Also includes strategy for brand development, partnering with banking and other institutions, description and elements of FLO ecosystem (e.g., FLO Groups, Cultivation and Community Building), opportunities for engagement, and sample application screen shots and design features."
- "All FLO related materials, including web links to demo sites and electronic files, submitted to Guardian Compliance for review and approval."
- "All software elements relating to FLO mobile and web applications including any screens, user interfaces, source code, object code, software architecture, flow diagrams, formulas and algorithms, documentation, data structures disclosed by FLO personnel or Defined Logic (in written or verbal) to Guardian and Park Avenue

(PAS) personnel in connection with design, development and delivery by Guardian and PAS of authentication services and data [ ]”

106. The 2019 NDA (like the 2018 NDA) provided that Flo Free’s confidential information could only be used for specific purposes, which were defined as Flo Free’s “development of technology” and “possible business transactions between the Parties.” The 2019 NDA (like the 2018 NDA) prohibited Guardian from using Flo Free’s confidential information for any other purposes, such as developing Guardian’s own competing technology or copying, misappropriating or reverse-engineering Flo Free’s technology.

**Flo Free Began Operating and Experienced Rapid Growth**

107. In July 2019, Flo Free accepted its first customer and began earning revenue. Flo Free had two primary sources of revenue.

108. *First*, Flo Free charged Guardian advisors and agents a license fee to use Flo software. Flo Free charged a subscription fee of \$150 per month for each licensed advisor, and a fee of \$1,000 to \$1,500 per month for each participating General Agent.

109. *Second*, Flo Free charged each client an account fee of \$120 per year.

110. Because Mozeika and D’Addona’s success with this new approach had become well-known within Guardian, numerous Guardian advisors signed up for licenses to use Flo, seeking to replicate Mozeika’s success.

111. Flo Free also trained Guardian and Park Avenue personnel on how to pitch clients to open Park Avenue accounts and route their paychecks to those accounts, while teaching best practices for account openings and how to sell Guardian’s products more effectively. After the 2019 General Agents Conference, Flo Free hosted one such training in New Jersey with a pilot group of 50-60 advisors selected by General Agents from the 2018 pilot program meeting. It also

hosted a symposium in 2021 in Asbury Park, New Jersey to train 100 General Agents and advisors, followed by another in Nashville in 2022 with 150 Agents and advisors. Flo Free also hosted virtual training sessions from New Jersey for individual Guardian agencies and weekly virtual trainings for Agents and advisors located throughout the United States.

112. Flo Free’s script to pitch clients was known as the “Flo Enrollment Conversation” and, upon information and belief, is still being used by Guardian agents today—in order to enroll customers not in Flo, but in Guardian’s copycat.

113. Between July 2019 and 2022, Flo Free’s business accelerated, and thousands of clients and agents paid subscription fees to use Flo.

114. Flo Free’s annual revenues increased from approximately \$200,000 in 2020 to over \$1 million in 2022.

115. Total balances in reservoir accounts for Flo Free’s own clients reached nearly \$50 million by the end of 2020. These account balances exceeded \$100 million by the end of 2021 and reached \$150 million by the end of 2022.

116. Total cumulative deposits in reservoir accounts for other Guardian financial advisors and agents using Flo reached approximately \$2 billion by April 2023.

### **Guardian Recognizes Flo’s Massive Value to Its Business**

117. Flo Free’s technology and wealth-building process provided massive benefits to Guardian.

118. *First*, Guardian clients radically improved their savings rates as a result of the flow of funds created by Flo.

119. *Second*, Guardian’s advisors significantly improved their sales productivity of life insurance, disability insurance, investments, and annuities, and they saw increased referrals. In

testimonials, one advisor called Flo a “game changer”; at least two advisors attributed their inauguration into the Guardian “Leaders Club” to Flo; another advisor tripled his annual production after seven months of using Flo; and yet another praised Flo for “transform[ing] every aspect of [his] business.”

120. *Third*, Guardian increased the cash balances in the reservoir accounts at Park Avenue Securities. As mentioned above, deposits totaled about \$2 billion by April 2023. This was significant because Guardian paid only a small portion of the interest on the accounts to clients, keeping most of it for itself. Upon information and belief, Guardian earned 3 to 4% per year on client cash balances and paid clients only about 0.5% on average. The arbitrage on these deposits earned Guardian millions of dollars each year at the expense and without the knowledge of Guardian’s clients, a tactic that has exposed other financial institutions to class action lawsuits and SEC investigations. *See generally, e.g., Frey v. Ameriprise Fin., Inc.*, No. 0:24-cv-03360 (D. Minn. Aug. 21, 2024); *Goldsmith v. UBS Fin. Serv. Inc.*, No. 1:24-cv-06354 (S.D.N.Y. Aug 22, 2024).

121. *Finally*, Guardian saw increased retention of its advisors, which is critical to its business. Flo accounts had a high correlation to success and were even a “key performance indicator,” and at least one General Agent, Jerry Hemmer, used Flo as a recruiting tool and built in sales incentives for new hires.

122. These are uncontestable facts. Based on conversations with Guardian’s advisors and general agents, Mozeika and D’Addona knew that Guardian’s agents were having success using Flo. Guardian then provided data that confirmed this to be the case. Indeed, Guardian produced a study (spearheaded by Tommy Smoot, Vice President of Individual Markets) confirming that Flo was an extraordinary success (*i.e.*, comparing the performance of advisors

using Flo to advisors who were not using Flo). The results showed that the advisors using Flo increased their production by more than one hundred percent.

**Flo Free Upgraded its Technology and Sought Deeper Cooperation With Guardian**

123. Between July 2019 and mid-2022, while Flo Free's success was undeniable, like any other successful technology company, it needed to evolve its technology. Flo Free's market research indicated that its platform would be better as a banking product rather than integrated with brokerage accounts. In addition to the speed of transactions afforded by a banking environment, newly hired advisors without securities licenses could benefit from Flo Free's technology. However, Park Avenue and Pershing lacked necessary technical capabilities to make that transition and were not willing to help enhance their technology. For example, in a meeting with Maryanne Caswell, the president of Park Avenue, Ms. Caswell told Mozeika that certain improvements to client onboarding would be impossible because of the limitations of Defendants' legacy systems. So, Flo Free began looking into designing a new version of Flo that would be integrated with customer bank accounts rather than Park Avenue brokerage accounts. Flo Free also decided to rebrand. Its goal was to launch the rebrand and version 2.0 in one single launch.

124. Flo Free decided to invest to improve its technology and capabilities in optimizing client onboarding, collecting better data, and transaction categorization. As part of this process, Flo Free engaged new vendors, including Plaid (a technology vendor for external bank connections and ACH transactions) and Atomic (which processes direct deposit switching). Mozeika and Michael Ferik, Guardian's Head of Individual Markets, had regular meetings in which Flo Free demonstrated this new technology, business process, and vendor relationships, and Mozeika had discussions with Guardian's head of compliance and Park Avenue's attorneys to ensure that advisors could use bank accounts as part of their financial services.

125. Mozeika and D’Addona discussed the new structure (and whether it was compliant for use by Guardian professionals), in which Flo Free would custody client assets at third-party banks rather than Park Avenue, with numerous Guardian executives, including Phil Pescatore, Guardian’s chief compliance officer, and Josh Hergan, Park Avenue’s general counsel. Mozeika described the product design that Flo Free intended to develop and asked for guidance on whether it was compliant for Guardian advisors to use. In response, Guardian approved of the proposed approach.

126. Thereafter, Flo Free invested millions of dollars in developing a new version of its technology that would link directly to client bank accounts. At this time, Flo Free also decided to rebrand itself as “Currence.”

127. On May 27, 2022, Scott Marschalk of Flo Free sent Guardian a document summarizing the system design of Currence, noting that its architecture was very similar to Flo, with the major difference being that it would be “on top of a banking system that is provided by [a] banking technology partner.”

128. At that time, Mozeika and Ferik had weekly meetings to discuss deeper integration between Flo Free/Currence and Guardian, including developing a revenue-sharing model for Guardian General Agents that would encourage adoption of Currence. During these meetings, Mozeika permitted Ferik to review Currence’s financial models, and Ferik helped Mozeika design a financial model that included financial incentives for General Agents related to the distribution of Currence. In these discussions, Flo Free shared data with Ferik regarding the significant amounts of cash that were flowing into Guardian’s reservoir accounts set up by Flo Free’s clients. Ferik and Mozeika worked on distribution models and revenue sharing models for General Agents,

and Ferik noted that under the potential new arrangement, Flo Free and its successors stood to earn at least a few million dollars of additional revenue.

129. As Flo Free's development team in New Jersey was rebranding and upgrading Flo's capabilities, Guardian discussed a potential new commercial arrangement. Under the potential arrangement, individual license agreements with each financial advisor would be replaced by a global agreement with Guardian that would make Plaintiffs' services more accessible to Guardian's employees and enable Guardian to serve as an intermediary.

130. Mozeika also shared information regarding Currence's costs, including the costs associated with Plaid, Atomic and its bank partners, the associated ledger costs, ACH costs, as well as compliance and account opening costs. Mozeika spent hours discussing his model with Ferik, showing him every line item and the costs of each technology vendor that Currence was integrating it with, the exact costs of each money movement, know your customer (KYC) compliance methods, fraud monitoring, direct deposit switching, and other such improvements to Currence's system and customer offerings. Ferik—and, by extension, Guardian—thereby received an exhaustive, top-to-bottom tutorial of Currence's financial partners and the features of its new software.

131. Mozeika also provided Guardian with a visual demonstration of Currence's new software. Ferik told Mozeika that Guardian "likes the technology." Mozeika and Flo Free were protected in sharing this highly confidential and proprietary information by the various NDAs with Guardian. Throughout these discussions, Mozeika and D'Addona never suspected that Guardian was secretly copying or reverse-engineering Plaintiffs' technology and trade secrets. Mozeika continued to proactively share information, believing that Guardian was acting in good faith and would not breach its agreements with Flo Free.

132. In June 2022, Mozeika and Guardian discussed certain options for furthering the partnership between the companies, including a commercial deal between Guardian and Currence, and a potential acquisition by Guardian.

133. On July 5, 2022, Currence was incorporated. That same month, Currence signed a non-disclosure agreement with Guardian and Park Avenue.

**Guardian Proposed to Purchase Flo, Concealing Its True Intent**

134. Guardian had witnessed Flo Free's meteoric rise and now recognized Currence's potential for exponential growth. Guardian executives feared that if Currence custodied client assets outside of Park Avenue, Guardian would lose massive amounts of interest income.

135. Guardian was left with two options if it wanted to continue to use Flo while preventing Flo Free's customers from moving their assets outside of Park Avenue: (i) purchase Plaintiff Companies, or (ii) copy Plaintiff Companies' business and steal their customers, effectively destroying their business. Unbeknownst to Mozeika, D'Addona and others at the Plaintiff Companies, Guardian chose the latter. Defendants let Mozeika and D'Addona take the risk of building and paying for a new, extremely helpful technology platform to then ultimately take it from them.

136. In order to conceal its plans, Guardian stalled negotiations with Mozeika while it developed a copy of his business.

137. For example, Mozeika had numerous discussions with Michael Ferik in the spring of 2022 in which Ferik expressed Guardian's supposed interest in investing in Currence. Mozeika and Ferik had frequent phone calls and met in person at a Guardian Leaders Club meeting in Orlando, Florida in May 2022. In the summer of 2022, however, Ferik abruptly removed himself

from negotiations and directed Mozeika to Maryanne Caswell, who walked back Ferik's representations.

138. Guardian also rejected the banks that Mozeika proposed integrating with Currence without proposing viable alternatives. Guardian asked Mozeika to discuss integration with BNY Mellon, but it did not respond to Mozeika's requests to confirm BNY Mellon's technology capabilities. Guardian claimed that it was selective because it wanted to have a "direct relationship" with the bank used by Currence, but it never explained what a "direct relationship" meant.

139. On September 27, 2022, after many months of fruitless discussions, Mozeika attended a meeting with Guardian in which he expected to discuss integrating Currence with Park Avenue. Instead, Guardian indicated that it desired to purchase Flo.

140. On December 15, 2022, Guardian sent Flo Free a non-binding letter of intent ("LOI") to acquire Flo contingent on due diligence and review of the technology. Due diligence would include, among other things:

"A detailed code walk through, An understanding of core documentation created on the development of intellectual property; Product development history, including but not limited to core functionality built since inception; A thorough review and discussion on technology and code overlap of Flo 1.0 and Currence; Legal structure and ownership of intellectual property."

141. The LOI also stated that Guardian may, "at [its] discretion, determine to integrate Flo's intellectual property into [its] Living Balance Sheet platform to create a unique value proposition in-market for our financial representatives."

142. Guardian proposed a \$6 million purchase price, structured between an upfront closing payment and a second payment upon satisfaction of certain performance milestones after the acquisition. This proposal significantly undervalued Flo Free, contrary to its revenue, growth,

overwhelmingly positive reception, and Guardian's own projections. Technology companies like Flo Free (and Currence) sold at the time for twenty times revenue. Flo Free's revenues grew by 400% in the three years leading up to the proposal, surpassing \$1 million dollars in annual revenue in 2022. Guardian's own study proved the uncompromising success of Flo; its advisors had organized to advocate for greater utilization of Flo; and the incentive structure that Michael Ferik helped design had anticipated promoting the adoption of Currence. Guardian's offer was not in good faith, especially considering that there was no guarantee that three of the six million dollars would actually be paid.

143. The LOI was never executed.

**Mozeika Discovered That Guardian Systematically Copied Flo**

144. Around the time of Guardian's bad faith purchase offer, in December 2022, Mozeika reviewed Guardian's LBS "Cash Flow Allocation Pro," which was a complete revamp of LBS's previous "Cash Flow Allocation" module. Cash Flow Allocation Pro was revamped with new functionalities, which replicated those in Flo 1.0. For example, a key feature of Flo gave users the option to designate a target balance, which created a metric that allowed a client and advisor to identify if there were surplus dollars that could be allocated to another investment. LBS's Cash Flow Allocation Pro was identical in this respect. Further, just like Flo, LBS allowed users to create a destination to receive income prior to sending funds to a checking account, keeping customers on track to achieve their investing goals. Even more, transaction categorization was a critical feature for Flo to fulfill the client experience. LBS now took transaction logs and allowed the client and advisor to categorize them as investments or expenses. LBS also produced client-specific metrics, which would not otherwise have been possible prior to Guardian obtaining Flo's confidential information.

145. In sum, LBS copied Flo’s architecture and functionalities without authority and in violation of the various agreements in place.

146. Once Mozeika realized that Guardian had copied Flo, on January 4, 2023, he immediately confronted Guardian, stating via email that he “became aware of a recent version of Guardian/LBS software that appears to contain features very similar to FLO (if not a copycat/reverse engineered), which is discouraging for [Flo Free] at best.” Guardian did not refute Mozeika’s accusation in its reply.

**After Its Theft of Flo Was Exposed, Guardian Destroyed Plaintiffs’ Business**

147. After its theft was exposed, Guardian moved rapidly to destroy Plaintiffs’ business and push Mozeika out of the Guardian network.

148. In early 2023, Guardian instructed its agents and advisors to use the LBS Module going forward and not Plaintiff Companies’ software. At the same time, Guardian instructed its advisors and agents to move client assets to LBS Module accounts.

149. Suddenly, Guardian treated Mozeika like a threat to its business and community, rather than a top performer who had improved the performance of its advisors, increased insurance sales, enabled better financial outcomes for clients, and promoted a culture of collaboration among employees.

150. Mozeika was also confronted with the depth of Guardian’s deception. In April 2023, at a President’s Council conference in Portugal, Mozeika spoke to Michael Ferik about Guardian’s theft. He shared the hardship that Ferik and Guardian had caused him and asked why Guardian had copied his business. Ferik did not dispute Mozeika’s accusations, and responded, “I thought you would take the money,” referring to the \$6 million Guardian offered to purchase Flo that, on

information and belief, Guardian hoped Mozeika would accept so it could obtain the rights to Plaintiffs' intellectual property before Mozeika discovered their theft.

151. Guardian also put massive financial pressure on Mozeika and his businesses. Contrary to representations by Chris Dyrhaug that Guardian would restructure repayment of the 2018 Promissory Note, Guardian refused to adjust the Note's terms. Needless to say, this caught Mozeika and D'Addona by surprise. Guardian understood that enforcing the existing terms would cause cash flow problems for Plaintiffs. Mozeika and D'Addona had relied on Guardian for his businesses' financing and, based on his discussions with Dyrhaug, who left Guardian in 2019, was expecting Guardian to provide additional support, not accelerate payments. Because (as discussed above) Mozeika was prohibited from pursuing funding from third parties under Guardian's Outside Business Activities policies, Guardian effectively cut off all funding for Plaintiffs. Flo Free offered Guardian multiple opportunities to invest and take an ownership stake in its business, but Guardian declined.

152. Guardian's executives also spread rumors that Flo Free would be going out of business. Guardian blocked Flo emails and calendar entries from being received by Flo customers.

153. In April 2023, because of Guardian's theft and interference, Plaintiffs' business was in jeopardy. Fewer accounts opened, more accounts closed, and revenue fell dramatically. The Plaintiff Companies were approaching bankruptcy.

154. On May 12, 2023, Andrew Brincefield, a General Agent (who is the brother of Neal Brincefield, the head of LBS) sent an email to general agents, guiding them on how to migrate Flo clients to the LBS Module.

155. Guardian also refined Cash Flow Allocation Pro to appeal more to Flo Free's users, enlisting a committee of Flo users to help with the LBS design.

156. In July 2023, after Plaintiffs scheduled a conference for Guardian general agents and field representatives to attend, Guardian intentionally scheduled its own cash flow conference on the same date and time to interfere with Plaintiffs' conference. Plaintiffs had approximately 65 Guardian advisors and General Agents registered to attend their conference. After learning of Plaintiffs' conference, Guardian quickly scheduled a conference on the same date, paid for hotels and had General Agents refund registered attendees for their tuition to Plaintiffs' conference. At that conference, Maryanne Caswell announced that Flo would be "going away" the following month. Guardian thereby deliberately inflicted a severe blow to Plaintiffs' business, as numerous agents canceled their reservations; since Plaintiffs had already guaranteed hotel reservations at the conference venue, they incurred significant loss.

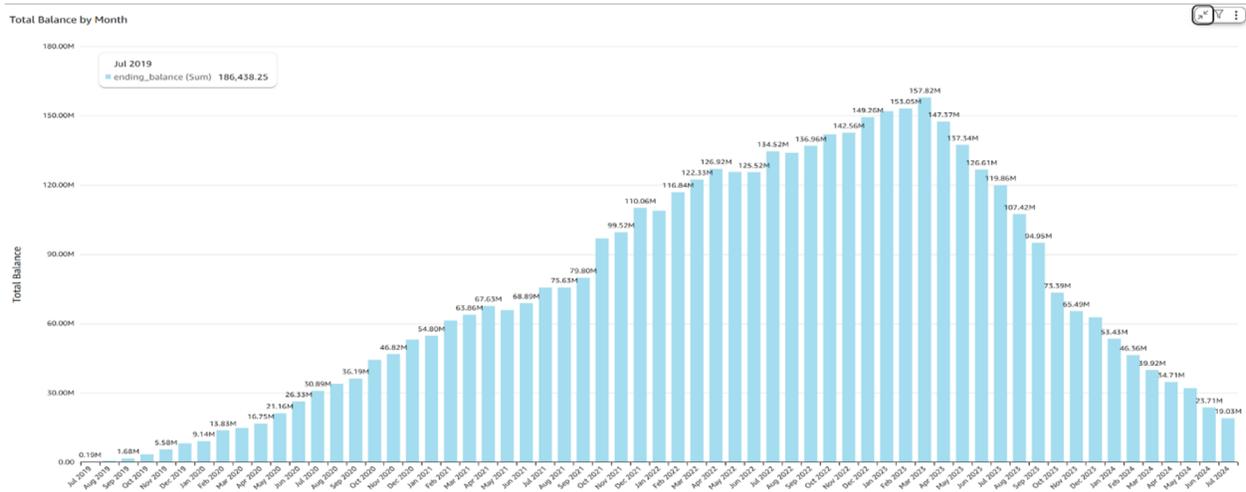
157. Further, at this time, Guardian engineered the defection of Jason Doviak (one of Flo Free's then owners) to Guardian, rewarding him with a more prominent position with Guardian. Doviak had participated in all design and strategy meetings at Flo Free as well as all design meetings at Currence, and Mozeika had consulted with him on virtually every decision at such companies. Doviak was therefore familiar with every aspect of Plaintiff Companies' business. Doviak fed Guardian information about Mozeika's business and continued to access Plaintiffs' records during the summer of 2023. He also trained Guardian Representatives to use the LBS functions that were copied from Flo and Currence.

158. Tellingly, Guardian has posted an online biography of Doviak that states: "In 2019, [Doviak] took part in the creation and launch of a digital cash flow management system that would improve the way people saved money [and] was widely adopted by the financial services industry as a breakthrough way for advisors to help clients with their cash flow planning." Guardian drew no distinction between Flo and its own platform—in fact, Guardian points to the very person who

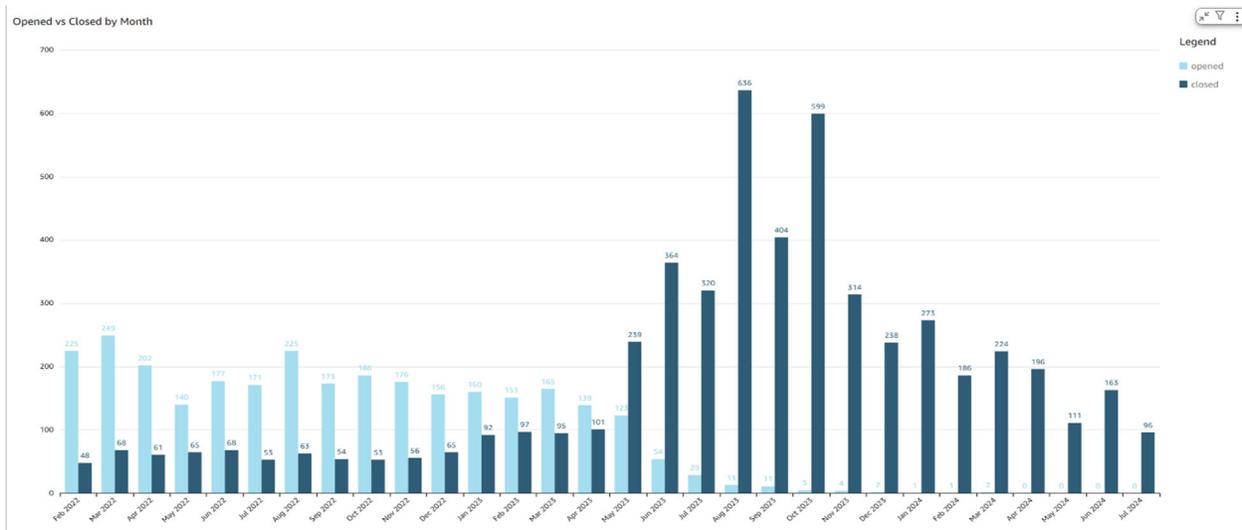
helped develop Flo as the source of the “breakthrough way for advisors.” Guardian continues to promote this background as recently in 2025 promotional materials.

159. Guardian had executed on a scheme that it concealed from Mozeika and D’Addona for years. Indeed, during a recorded conversation in May 2023, a senior Guardian executive admitted to Mozeika that Guardian decided to copy Flo Free’s software and functionality immediately after the February 2019 General Agents Conference.

160. At this time, Plaintiff Companies’ account closings were skyrocketing, with some months seeing nearly ten times as many closings in 2023 compared to the 2022 average. New monthly accounts dwindled to near-zero. In the end, Guardian succeeded in totally destroying Plaintiffs’ business. Plaintiff Companies’ customer balances rapidly declined from about \$158 million in March 2023, growing around 45% each year, to less than \$50 million by the end of 2023.



*Flo Free account balances from July 2019 to July 2024*



*Flo Free account openings and closings from February 2022 to July 2024*

161. Upon information and belief, the above graphs reflecting the dramatic decline of Plaintiffs’ business correlate with the massive growth of Guardian’s copycat platform.

162. Flo Free’s damages include but are not limited to over \$15 million in lost profits stemming from subscription fees and interest that would have been earned but for Defendants’ misconduct.

163. Despite Flo Free’s plummeting revenue, it was committed to supporting its remaining users—many of whom Mozeika and D’Addona regarded as friends in a close-knit community—so it continued to offer its services even at a loss.

164. Guardian’s actions strained Mozeika personally, as he suffered from acute stress and started to suffer health problems that required multiple hospitalizations.

165. Mozeika explained to Guardian executives the intense pressure that Guardian was putting on him and his businesses, which Guardian disregarded.

166. On May 1, 2023, Mozeika resigned from Guardian and Park Avenue. Guardian’s deliberate and targeted campaign had destroyed Mozeika’s business and reputation and created a hostile work environment. Further, Guardian’s restraints on Mozeika’s ability to seek funding from

third parties ensured that he could not grow his business as long as he remained employed by Defendants. Guardian poisoned Mozeika's business and profession and denied him the cure by blocking funding, leaving him with no viable options other than to resign from Guardian and Park Avenue.

167. For the same reasons, D'Addona retired from Guardian effective May 31, 2023. Due to his age, D'Addona, unlike Mozeika, was able to retire though he had not planned on retiring; he had hoped to work until he passed on or (as he says) he "lost his marbles."

168. When D'Addona announced his resignation, he did so on stage at Guardian's President's Council meeting in 2023 before a group of his peers. At the close of the meeting a speaker asked the crowd to stand if D'Addona had affected their lives and production. Everyone stood and D'Addona received a long standing ovation.

169. On May 1, 2023, Mozeika had a recorded call with Neal Brincefield in which Brincefield admitted that Guardian had long intended to copy Mozeika's businesses, acknowledged that Defendants had fostered a hostile environment against Mozeika, and conceded that Defendants had lied to Mozeika and stolen his business.

170. Mozeika's constructive termination from Guardian carried immense financial consequences, as Guardian forced him to forfeit around \$450,000 in annual commissions, \$1,000,000 in deferred compensation, and a \$900,000 annual pension.

171. Despite Defendants' duplicity in their dealings with Plaintiffs, Mozeika and D'Addona continue to do significant business with Defendants in their capacity as independent financial advisors to the extent that it is in the best interests of their clients. Mozeika and D'Addona receive less favorable 1099 compensation for this new business, and they regularly service certain accounts featuring Guardian policies without remuneration simply to protect their clients' interests.

**COUNT I**

**FEDERAL TRADE SECRET MISAPPROPRIATION  
(Against All Defendants)**

172. Plaintiffs repeat and reallege each and every allegation set forth above as if fully set forth herein.

173. Plaintiff Companies' proprietary backend software for their mobile and web applications and other applications facilitating Plaintiff Companies' financial services, including software architecture, source code, object code, formulas, algorithms, and data structures, are trade secrets. Plaintiff Companies' business plans, architecture, strategies, methodologies, and models are also trade secrets. Plaintiff Companies' prototypes, demonstrative demos, training and "pitch" methods, "user journeys," content and communication reviews, product roadmaps, and confidential technological and business documentation are also trade secrets.

174. Plaintiff Companies' trade secrets are separate and distinct from other, non-confidential components of their business, such as Mozeika's general savings-first wealth building strategy and information disclosed in various design and utility patent applications filed by Plaintiff Companies.

175. Plaintiffs spent millions of dollars and devoted years of ideation, development, and testing to develop their trade secrets.

176. The trade secrets are essential to facilitate Plaintiff Companies' financial services and operate their business, and they are extremely valuable. Flo Free's revenue skyrocketed after Mozeika unveiled Flo in 2019, surpassing \$1 million in annual income and \$150 million in assets under management in 2022. The services that Plaintiff Companies' trade secrets facilitated dramatically improved the performance of Guardian's Financial Representatives and improved financial outcomes for its clients.

177. Plaintiff Companies' trade secrets derive value from their secrecy, because those with access to the trade secrets are able to provide innovative financial services that competitors cannot imitate without great expense, if at all.

178. It would be extremely difficult to independently develop or reverse engineer the technology and business behind Plaintiff Companies' services. Duplicating Plaintiff Companies' trade secrets would require years of development, millions of dollars, and thousands of hours of labor.

179. Plaintiff Companies made extensive efforts to maintain the secrecy of their trade secrets. Plaintiff Companies executed Non-Disclosure Agreements limiting the use and dissemination of their trade secrets by Guardian, Park Avenue, and Pershing, as well as various agents of Guardian in their individual capacity. Plaintiff Companies also executed contracts that limited the use and dissemination of their trade secrets by Defined Logic and their own agents, such as Jason Doviak. Plaintiff Companies took additional steps to protect their trade secrets such as storing confidential information on secure servers and restricting access to their physical premises.

180. Defendants used Plaintiff Companies' trade secrets without their consent by incorporating them into their own technology and business to offer competing services. Defendants knew their contractual obligations under the Protective Agreements and knew that they were not permitted to use Plaintiff Companies' trade secrets to develop their own, competing financial services. They therefore knew at the time of use that the trade secrets they incorporated into their services had been improperly acquired and used in violation of their express contractual duties.

181. The Defend Trade Secrets Act, 18 U.S.C. § 1831 *et seq.* (“DTSA”) protected Plaintiff Companies' trade secrets from Defendants' misuse. Plaintiff Companies' trade secrets

were related to products and services used in interstate commerce. Guardian has agencies throughout the United States, and the products and services developed by Plaintiff Companies were offered to and used by advisors and clients across the country.

182. Defendants had statutory duties under the DTSA that restrained their use of Plaintiff Companies' trade secrets. Such duties, being imposed by the DTSA, were independent of their contractual duties. Such duties, imposed by federal statute, were also independent of those imposed by state law.

183. By misusing Plaintiffs Companies' trade secrets for their own gain, Defendants violated their statutory duties and misappropriated Plaintiff Companies' trade secrets under the DTSA.

184. Defendants' misappropriation was willful and malicious. Influential figures at Guardian like Bob Ball and Earl Luttner knew that they were unlawfully copying Plaintiff Companies' business and technology, and they had intended to do so for years before Mozeika discovered the misappropriation in December 2022. Furthermore, they engaged in bad faith negotiations with Plaintiffs to buy time to misappropriate their trade secrets; they poisoned Guardian's culture and mobilized it against Mozeika to diminish his bargaining power; and they sabotaged Plaintiffs' business to erode Plaintiffs' power in negotiations and attract more users to Guardian's own unlawfully operated services.

185. As a direct and proximate result of Defendants' misappropriation of Plaintiff Companies' trade secrets, Plaintiff Companies suffered and continue to suffer millions of dollars of damages, the specific amount to be determined at trial. Plaintiff Companies are also entitled to the unjust enrichment that Defendants enjoyed as a result of their misappropriation. Plaintiff Companies are also entitled to punitive damages and reasonable attorneys' fees.

**COUNT II**

**STATE TRADE SECRET MISAPPROPRIATION  
(Against All Defendants)**

186. Plaintiffs repeat and reallege each and every allegation set forth above as if fully set forth herein.

187. As established above, Plaintiff Companies possessed valuable trade secrets which Defendants used without Plaintiff Companies' consent.

188. The New Jersey Trade Secrets Act, N.J. Stat. §§ 56:15-1 *et seq.* ("NJTSA") protected Plaintiff Companies' trade secrets from Defendants' misuse. Plaintiffs are all located in New Jersey. DefinedLogic, which had custody of many of Plaintiff Companies' trade secrets, is also located in New Jersey. Plaintiff Companies developed their trade secrets in New Jersey, and their relevant business operations overwhelmingly took place in New Jersey. The injuries from Defendants' misuse of Plaintiff Companies' trade secrets were and continue to be felt in New Jersey.

189. Defendants had statutory duties under the NJTSA that restrained their use of Plaintiff Companies' trade secrets. Such duties, being imposed by the NJTSA, were independent of their contractual duties. Such duties, being imposed by state statute, were also independent of those imposed by federal law.

190. By misusing Plaintiffs Companies' trade secrets for their own gain, Defendants violated their statutory duties and misappropriated Plaintiff Companies' trade secrets under the NJTSA.

191. Defendants' misappropriation was willful and malicious. Influential figures at Guardian like Bob Ball and Earl Luttner knew that they were unlawfully copying Plaintiff Companies' business and technology, and they had intended to do so for years before Mozeika

discovered the misappropriation in December 2022. Furthermore, they engaged in bad faith negotiations with Plaintiffs to buy time to misappropriate their trade secrets; they poisoned Guardian's culture and mobilized it against Mozeika to diminish his bargaining power; and they sabotaged Plaintiffs' business to erode Plaintiffs' power in negotiations and attract more users to Guardian's own unlawfully operated services.

192. As a direct and proximate result of Defendants' misappropriation of Plaintiff Companies' trade secrets, Plaintiff Companies suffered and continue to suffer millions of dollars of damages, the specific amount to be determined at trial. Plaintiff Companies are also entitled to the unjust enrichment that Defendants enjoyed as a result of their misappropriation. Plaintiff Companies are also entitled to punitive damages and reasonable attorneys' fees.

### **COUNT III**

#### **BREACH OF CONTRACT (Against All Defendants)**

193. Plaintiffs repeat and reallege each and every allegation set forth above as if fully set forth herein.

194. From 2018 to 2022, five agreements were executed by the Plaintiff Companies with Defendants that protected information disclosed by Plaintiff Companies and restricted Defendants from using such information without authorization and from copying Plaintiff Companies' business, technology, and services: the 2018 NDA (attached hereto as Exhibit 1), a 2018 "Acknowledgment" (attached hereto as Exhibit 2), the 2019 NDA (attached hereto as Exhibit 3), the 2019 User Authentication Services Agreement (the "**Authentication Agreement**", attached hereto as Exhibit 4), and the 2022 NDA (attached hereto as Exhibit 5) (collectively the "**Protective Agreements**").

195. Under the 2018 NDA, Acknowledgment, 2019 NDA, and 2022 NDA, Plaintiff Companies disclosed “Confidential Information” to Defendants, which was defined to include, *inter alia*:

- Trade secrets;
- Business plans;
- Business practices;
- Business strategies;
- Product specifications;
- Computer software;
- Database technologies;
- Research and development;
- Information related to employees, contractors, subcontractors, consultants, and suppliers;
- “[A]ll proprietary and non-public information . . . relating to ‘Flo Free’ software or other proprietary software Flo may develop . . . whether or not marked, designated as, or indicated to be ‘Confidential’”;
- “[A]ny other business strategies, plans, procedures, software, tools, process, methodologies, data, trade secrets and other proprietary and non-public information” disclosed in connection with potential transactions between Flo Free and Guardian and designated as or indicated to be ‘Confidential’”;
- “[A]ll confidential or proprietary information relating to [Currence]”; and
- Any other information considered to be proprietary or confidential by Plaintiff Companies.

196. Defendants promised to hold Confidential Information in “strict confidence” and use the information only to evaluate Plaintiff Companies’ technology and potential transactions between Plaintiff Companies and Guardian.

197. Defendants were required to notify Plaintiff Companies of any unauthorized disclosure or use of their Confidential Information.

198. All Confidential Information disclosed remained the “sole and exclusive property” of the disclosing party, and Plaintiff Companies expressly did not grant to Defendants any license, interest, or other rights in the information.

199. Defendants were required to return or destroy the Confidential Information disclosed to them upon termination. Their duties to refrain from unauthorized use or disclosure and notify Plaintiff Companies of unauthorized use or disclosure survived termination.

200. Plaintiff Companies disclosed significant amounts of highly confidential proprietary information in reliance on Defendants’ promises, including, *inter alia*:

- A business architecture schematic;
  - Software architecture plans;
  - Financial advisor training materials;
  - Brand guidelines;
  - Source code review reports for the FLO Advisor Web App and FLO Client Mobile Applications;
  - A presentation describing business models, including monetization and enrollment strategies;
  - A presentation describing plans for Flo “Refinement, Website and Marketing, Brand, Social and Articles, Marketing Collateral, Presentations, Video, Business Architecture and Go-to-Market Timeline”;
  - A “FLO system manual”;
  - Financial data showing Flo Free’s assets held and transactions made within Flo;
- and
- Client testimonials.

201. Defendants had access to additional confidential information through Jason Doviak’s continued accessing of Plaintiff Companies’ records after his defection.

202. Under the Authentication Agreement, Guardian granted Flo Free a license to use its “Authentication Service” to facilitate certain security features of Flo’s “Customer Mobile App,”

“Advisor Web App,” “General Agent Reporting Services,” and other products and services, deemed the “FLO Service” in the Authentication Agreement.

203. The FLO Service enabled clients to view and query cash flow and investment data; Financial Representatives to view client data and access training resources; and General Agents to access reports and other information related to client and Financial Representative activity.

204. Defendants promised not to “(i) copy, modify, or create derivative works of the FLO Service or (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any component of the FLO Service” under the Authentication Agreement. This obligation survived termination of the Authentication Agreement.

205. Plaintiff Companies performed under the Protective Agreements and abided by their terms.

206. Upon information and belief, Defendants misused the Confidential Information to copy Plaintiff Companies’ technology and business. They incorporated the technology, business plans, and other Confidential Information disclosed to them into LBS to copy Plaintiff Companies’ digital applications and provide the same functionality and services to the same users as Flo and Currence.

207. Defendants’ misuse of Plaintiff Companies’ information breached the Protective Agreements and defeated their purpose of facilitating business transactions with Plaintiff Companies. Defendants were permitted only to use the Confidential Information disclosed to them to evaluate Plaintiff Companies’ technology and potential business transactions between Plaintiff Companies and Guardian, and they were prohibited from copying, reverse engineering, or even accessing components of Flo Free’s digital applications. By using Plaintiff Companies’

Confidential Information to develop identical, competing services, Defendants breached the Protective Agreements.

208. Defendants further breached the Protective Agreements by failing to return or destroy the Confidential Information they received and by failing to notify Plaintiff Companies of the unauthorized use of their Confidential Information.

209. Defendants' breaches of the Protective Agreements caused Plaintiff Companies millions of dollars of damage. Prior to Defendants' interference, Plaintiff Companies' business was growing exponentially. Once Defendants began to kill Plaintiff Companies' business, Flo Free lost revenue from thousands of account closings and dwindling account openings, and its assets under management shrank by \$100 million in just the first year after Guardian's breach. Defendants' breaches damaged Currence directly and by virtue of its interests in Flo Free. Currence had a 35% interest in the revenue generated by Flo Free's assets under management, and such revenues fell dramatically as a result of Guardian's unlawful competition. Currence's revenues were and continue to be reduced by Guardian's unlawful competition.

210. Defendants' breaches also caused millions of dollars of consequential damages. Defendants' scheme to use Plaintiff Companies' protected information to destroy Mozeika's businesses and pressure him into accepting their terms for Flo Free's acquisition caused the forfeiture of his commissions, deferred compensation, and pension. The loss of such compensation was directly traceable to Defendants' breach, particularly because, upon information and belief, Defendants intended that the potential loss of such compensation would compel Mozeika's assent to unreasonable terms for the sale of his business.

211. Defendants are therefore liable to Plaintiffs for millions of dollars of damages, the specific amount to be determined at trial.

**COUNT IV**

**BREACH OF CONTRACT  
(Against All Defendants)**

212. Plaintiffs repeat and reallege each and every allegation set forth above as if fully set forth herein.

213. Like all contracts, the 2018 NDA, Acknowledgment, 2019 NDA, and 2022 NDA (the “**Confidentiality Agreements**”) contained an implied Covenant of Good Faith and Fair Dealing.

214. The purpose of the Confidentiality Agreements, as expressly acknowledged therein, was to facilitate the development of Plaintiff Companies’ technology and its eventual use under commercial agreements between the Parties.

215. Developing a competing copy of Plaintiff Companies’ technology and making an unfounded lowball offer to purchase Flo Free defeated the purposes of the Confidentiality Agreements in contradiction of Plaintiff Companies’ reasonable expectations. Defendants not only denied Plaintiff Companies the commercial opportunities the Confidentiality Agreements were meant to create but actively harmed their business contrary to the spirit of their agreements.

216. Therefore, in addition to breaching the express terms of the Confidentiality Agreements, Defendants breached the Covenant of Good Faith and Fair Dealing inherent in them.

217. Defendants’ breaches caused Plaintiff Companies millions of dollars of damage. The unlawful competition and financial pressure created by Defendants reversed Plaintiff Companies’ exponential growth. Flo Free lost revenue from thousands of account closings and dwindling account openings, and its assets under management shrank by \$100 million in just the first year after Guardian’s breach. Defendants’ breaches damaged Currence directly and by virtue of its interests in Flo Free. Currence had a 35% interest in the revenue generated by Flo Free’s

assets under management, and such revenues fell dramatically as a result of Guardian's unlawful competition. Currence's revenues were and continue to be reduced by Guardian's unlawful competition.

218. Defendants' breaches also caused millions of dollars of consequential damages. Defendants' scheme to copy Mozeika's businesses and pressure him into accepting their terms for Flo Free's acquisition caused the forfeiture of his commissions, deferred compensation, and pension. The loss of such compensation was directly traceable to Defendants' breach, particularly because, upon information and belief, Defendants intended that the potential loss of such compensation would compel Mozeika's assent to unreasonable terms for the sale of his business.

219. Defendants are therefore liable to Plaintiffs for an amount to be determined at trial.

#### **COUNT V**

#### **TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS (Against All Defendants)**

220. Plaintiffs repeat and reallege each and every allegation set forth above as if fully set forth herein.

221. Plaintiff Companies had protected business relations with the various General Agents and financial advisors who licensed and used their technology, as well as the clients who received financial services with the aid of such technology. Plaintiff Companies also had a business relationship with Jason Doviak, who assisted with the development of Plaintiff Companies' technology and intellectual property and with their marketing pursuant to a consulting agreement.

222. Defendants knew of Plaintiff Companies' business relations. The use of Plaintiff Companies' services by the Agents and advisors was widespread within Guardian and Park Avenue, and Defendants had special knowledge of Plaintiff Companies' business practices, their

technology, and the services they offered to Agents, advisors, and clients. Defendants also knew of Doviak's role and the services he provided for Plaintiff Companies.

223. Defendants intentionally interfered with Plaintiff Companies' business relations without justification. After learning of Plaintiff Companies' July 2023 conference, Guardian quickly scheduled a competing meeting on the same date, paid for hotels, and had General Agents refund registered attendees for their tuition. Guardian executives spread false rumors that Flo Free was going out of business, and Guardian blocked Flo emails and calendar entries from being received by Flo customers. Defendants directed their agents to transition from Plaintiff Companies' services to their own unlawfully operated services. Defendants also engineered Doviak's defection.

224. Defendants acted solely out of malice. Defendants intended to destroy Plaintiff Companies' business and pressure Mozeika to accept unreasonable terms for the acquisition of the Plaintiff Companies.

225. Furthermore, Defendants used improper and illegal means to interfere with Plaintiff Companies' business relations. Defendants used services developed and operated in breach of the Protective Agreements and via misappropriation of Plaintiff Companies' trade secrets to divert and attract Plaintiff Companies' business relations away from them.

226. Defendants' interference caused harm to Plaintiff Companies by diminishing faith in Plaintiff Companies' services and dramatically increasing account closings and reducing openings, thereby destroying Plaintiff Companies' revenues and assets under management. Plaintiff Companies also suffered significant losses from the July 2023 conference that was sabotaged by Defendants. Defendants therefore tortiously interfered with Plaintiff Companies' business relations under New Jersey law, and Plaintiff Companies suffered and continue to suffer damages in an amount to be determined at trial.

**COUNT VI**

**VIOLATION OF THE NEW JERSEY WAGE PAYMENT LAW  
(Against Guardian)**

232. Plaintiffs repeat and reallege each and every allegation set forth above as if fully set forth herein.

233. As a person who was employed in New Jersey, Mozeika is entitled to the protections of the New Jersey Wage Payment Law (“NJWPL”), N.J. Stat. § 34:11-4.1, *et seq.* Mozeika performed his services for Defendants from New Jersey throughout his tenure, and he remains domiciled in New Jersey.

234. Mozeika was employed by Guardian. Mozeika was a statutory employee for whom Guardian prepared annual W-2 forms for tax purposes. Furthermore, Mozeika’s work selling Defendants’ own financial and insurance products was firmly within the usual course of Defendants’ business, and Defendants exercised a high degree of control over his work in and out of Defendants’ business, such as via regulations in Guardian’s “Field Representative Plan.” Mozeika could not viably conduct business selling Defendants’ products independently of his relationship with Defendants. After the termination of Mozeika’s Field Representative Plan, Mozeika’s income from Guardian for continuing business was reported via Form 1099.

235. As an employer, Guardian was required to pay Mozeika in accordance with the NJWPL. Guardian therefore could not withhold or divert any portion of Mozeika’s wages except under limited circumstances not relevant to this lawsuit.

236. Earned commissions are conclusively wages for the purposes of the NJWPL. *See Musker v. Suuchi, Inc.*, 260 N.J. 178, 186–91 (2025).

237. Mozeika earned and was entitled to commissions for policies that were renewed by his clients. Because of his approach to wealth management and the technology he developed, the renewal rate for Mozeika’s clients for more than a decade up until his termination averaged in excess of 99%. This meant that virtually all policies sold by Mozeika were renewed and his future commissions were easily ascertainable with very little variability. Guardian was aware of this, as

it tracked the renewal rates of all financial advisors (referred to internally at Guardian as the persistency rate).

238. Defendants' malicious, unlawful scheme to copy Mozeika's business and pressure him into accepting their lowball offer to acquire the Plaintiff Companies created intolerable working conditions. Defendants spread false rumors about Mozeika, destroyed his businesses, and vilified him among his colleagues. Defendants used their control over Mozeika as an employee to starve his business of outside funding. In sum, Defendants fostered a hostile work environment and held Mozeika's businesses hostage, leaving him no alternative but to resign. Defendants therefore constructively terminated Mozeika.

239. Since Mozeika's constructive termination, Guardian has withheld renewal commissions on policies that he sold and that were renewed. Guardian therefore has violated and continues to violate the NJWPL.

240. As a result of Defendants' violations, Mozeika has been damaged by the denial of millions of dollars in compensation to which he is contractually and statutorily entitled.

241. Mozeika is therefore entitled to damages in an amount to be determined at trial, including costs and reasonable attorneys' fees.

### **JURY TRIAL DEMAND**

Plaintiffs demand a trial by jury on all issues so triable.

### **PRAYER FOR RELIEF**

Plaintiffs respectfully request this Court to enter judgment against the Defendants as follows:

- (a) That Defendants be ordered to take affirmative actions to protect Plaintiffs' trade secrets, including destroying or returning all documents or information in Defendant's possession concerning or relating to Plaintiffs' trade secrets;

- (b) That Plaintiffs be awarded compensatory, consequential, and punitive damages in an amount to be determined at trial;
- (c) That an accounting and disgorgement be ordered, and that Plaintiffs be awarded all gains, profits, revenues, and advantages derived by Defendants from their wrongful acts, and that the amount of any accounting be trebled to the extent allowed by law, and that Plaintiffs be made whole from any lost profits and reduction in the value to its intellectual property due to Defendants' wrongful acts, all such damages anticipated to be worth no less than fifty million dollars;
- (d) That Defendants be required to compensate Plaintiffs for all litigation expenses, including reasonable attorneys' fees and costs; and
- (e) That the Court grant Plaintiffs such other and further relief as it deems just and proper.

Dated: September 3, 2025

**SEIDEN LAW LLP**

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