SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ELOMI CORPORATION d/b/a DORSIA, Plaintiff, -against- RUMOR GROUP CORPORATION and CHRIS MATHEW, Defendants.	Index No. _____ Summons Filed: November 10, 2026 **SUMMONS**

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to serve upon Plaintiff's attorneys an answer to the complaint in this action within 20 days after the service of this summons, exclusive of the date of the summons, or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer or appear, judgment will be taken against you by default for the relief demanded in the complaint.

Plaintiff designates New York County as the place of trial. Venue is proper in this county pursuant to N.Y. Civil Practice Law & Rules ("C.P.L.R.") § 503(a) because Defendant Rumor Group Corporation is a resident of New York County, where it maintains its principal place of business, and because a substantial part of the events giving rise to Plaintiff's claims occurred in New York County, including at Plaintiff's New York, New York office.

Dated: November 10, 2026
New York, New York

Respectfully submitted,

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ELOMI CORPORATION d/b/a DORSIA, Plaintiff, -against- RUMOR GROUP CORPORATION and CHRIS MATHEW, Defendants.	Index No. _____ **COMPLAINT**

Plaintiff Elomi Corporation d/b/a Dorsia ("Dorsia") alleges against Defendants Rumor Group Corporation ("Rumor") and Chris Mathew ("Mathew") as follows:

NATURE OF THE ACTION

1. This case is about a startup that tried to buy its way past years of hard work, and a senior engineer who asked his employer-paid AI assistant how to get away with it. Dorsia is the industry-leading hospitality and experiences platform, and it was founded by entrepreneurs who welcome competition and innovation. Unable to match the technology, data, and relationships that Dorsia spent years of hard work and tens of millions of dollars building, a new industry entrant, Rumor, went after the people who built it. It recruited Dorsia's Senior Product Engineer, Chris Mathew, while he was still on Dorsia's payroll and offered him a package no legitimate engineering hire would command: a guaranteed promotion to Chief Technology Officer, 5% of the company protected against dilution, equity that began vesting while he still worked for Dorsia, and a promise to indemnify him against claims like this one. ***That was not a salary; it was a price tag.*** The only thing worth that much was what Mathew knew and could take from Dorsia, and Rumor got it, in knowing violation of the agreements Mathew signed with Dorsia and the law. Dorsia brings this action to vindicate its rights and to make Rumor give back what it never earned.

2. Dorsia's success is no accident. Approximately eighteen months ago, Dorsia pivoted to an agentic, AI-native model, building its own proprietary, first-party technology, eliminating third-party tools and software-as-a-service wherever possible, and placing AI agents on its organizational chart to work side by side with its engineers at extraordinary velocity. Index Ventures, the top consumer-technology venture firm, regards Dorsia as one of the most advanced companies in agentic building and velocity of product output. Leading venture capital, private equity, and banking firms have sought to invest in Dorsia because of its technologically advanced team and proprietary technology. With one of the fastest-growing paid private membership models in the industry, Dorsia has become the leading agentic consumer and business-to-business infrastructure layer for hospitality and experiences. Rumor wanted that success without doing the work, so it set out to seize Dorsia's code and roadmaps, as well as the people who built them.

3. Mathew's own words tell the story. For weeks, using a Claude AI account that Dorsia paid for, Mathew asked how he could leave for Rumor without legal exposure, what he could take with him to Rumor, and how to avoid getting caught. He asked bluntly, "how fucked am I based on [my] contract?" Claude's answers were consistent and unequivocal: "Don't bring anything from [Dorsia] to Rumor. No code, no docs, no playbooks, no contact lists." He was also told that the AI tooling he had built at Dorsia belonged to Dorsia. He was warned that "[w]alking out the door with any of it is a separate, much worse claim," and that Dorsia's customer lists, pricing, internal plans, and capital-raising plans were "permanently off-limits regardless of where you work next." And Claude warned him that if he brought "any architectural patterns, customer insights, or pricing intel" to Rumor, "you're toast." When Mathew floated becoming Rumor's Chief Technology Officer, he was told that the non-compete claim against him "gets stronger from their side because now you're shaping product strategy, not just writing code." The stated reason

was that his knowledge of "[D]orsia's product roadmap, customer pipeline, and partnership structure" is "exactly the kind of confidential information they'd want to protect." He was further told that Dorsia's founder "will absolutely view [R]umor as a competitor." ***Even AI knew this was wrong; Mathew and Rumor did not care***.

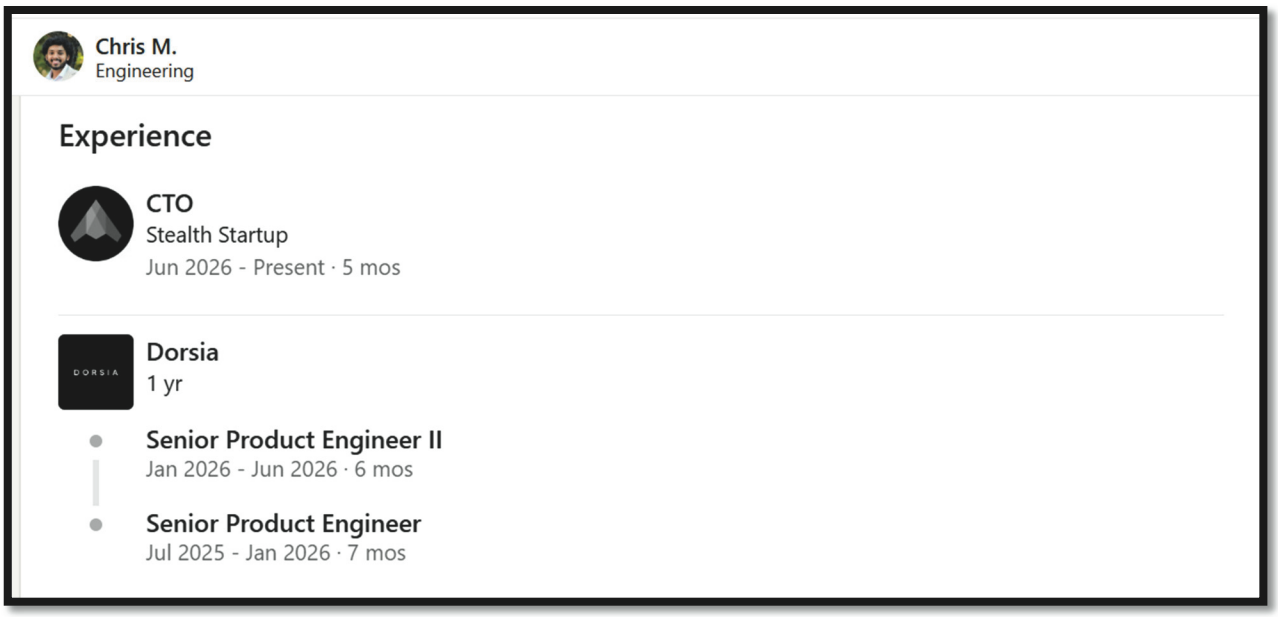
4. Instead, Rumor and Mathew struck their illicit deal in secret. On June 5, 2026—ten days before Mathew's Dorsia employment ended—Rumor offered Mathew: (a) a guaranteed promotion to Chief Technology Officer within 60 days, a $240,000 salary, and a $20,000 bonus; (b) 375,000 shares representing 5.0% of the company, measured on an undiluted, outstanding-share basis rather than the fully diluted basis standard for employee grants; (c) an anti-dilution guarantee holding that 5.0% for up to 24 months; (d) no vesting cliff, so his Rumor equity began vesting immediately while he was still drawing a Dorsia paycheck; (e) single-trigger 100% acceleration on a change of control; and (f) a clause barring forfeiture or clawback of his vested shares under any circumstance. A company does not pay an engineer more ownership than its founder, guarantee that ownership against dilution, and insure him against his former employer unless it knows exactly what he is bringing—and exactly what it is doing wrong. Rumor knew that Mathew was bound by an employment agreement that imposed confidentiality obligations lasting indefinitely, a one-year bar on providing conflicting services, and a one-year bar on soliciting Dorsia's employees and customers. Rumor proceeded to hire him anyway.

5. Mathew kept his end of the dirty bargain. On June 8, 2026, three days after he signed with Rumor but still a week before his Dorsia employment ended, Mathew asked his AI to identify the "highly valuable" information he could take from Dorsia to Rumor: "what are all the tools and saas that dorsia pays for that I think would be highly valuable to rumor." The answer identified Dorsia's database platform, Neon, as "the single highest-value carryover." Mathew took

the hint. Rumor itself now admits that he made "references to Dorsia information relating to data migration to Neon and SMS pumping protection."

6. Mathew also used his Dorsia AI assistant to look for cover if he were to raid Dorsia's workforce: "if people leave [D]orsia [because] [R]umor has an open job board and they hire them, that's not my fault right?" The AI assistant responded: "You're a founding hire with a path to CTO at Rumor, which means you're plausibly close to the hiring. If you DM'd someone the link, mentioned 'we're hiring' to a former colleague, or reviewed/interviewed/made offers to Dorsia people, ***that starts looking like solicitation***." Upon information and belief, that is exactly what Mathew did. Rumor hired Dorsia engineer Arthur Xiao, who left Dorsia on August 6, 2026, and had previously engaged Bryan Chang, Dorsia's former Design Director, as a consultant.

7. Rumor kept its end of the bargain, too, by helping Mathew avoid his non-compete. Rumor actively concealed Mathew's employment and went after the rest of Dorsia's team. On August 4, 2026, when asked directly if he was employing Mathew, Rumor's founder and Chief Executive Officer, Josh Zipkowitz, told Dorsia's Chief Executive Officer that he did not know whether Mathew worked at Rumor and then denied it, even though Mathew had been under contract with Rumor since June 5, 2026. Mathew, for his part, similarly only told the public through his LinkedIn profile that he was the Chief Technology Officer of a "Stealth Startup," as depicted here:



8. Rumor attempted to hide its solicitation of Dorsia's other employees as well. Rumor's counsel initially represented that Mathew had not solicited "any Dorsia employees"; Rumor did not mention that it had hired Xiao, who left Dorsia's engineering team weeks after Mathew became Rumor's founding engineer.

9. Rumor continued its campaign of concealment in the weeks that followed. On September 4, 2026, Rumor's counsel assured Dorsia that Mathew had not "disclosed any of Dorsia's confidential information in connection with his work for Rumor" and insisted that the two companies were not competitors. Mathew's counsel similarly denied that he had engaged in such conduct. Those denials did not survive Mathew's own chat history. Less than a month later, after Dorsia discovered and confronted Rumor with Mathew's own words and AI prompts, Rumor reversed course. On October 2, 2026, Rumor admitted that Mathew had made "references to Dorsia information relating to data migration to Neon and SMS pumping protection," placed Mathew, Xiao, and Chang on leave, and announced that it would terminate them—but not until October 9, 2026.

10. The harm to Dorsia from Rumor and Mathew's actions is real, and it is ongoing. Rumor captured the benefit of product development it never paid for and competitive intelligence it could not lawfully obtain. Dorsia's confidential information and trade secrets remain in Rumor's hands. And Rumor has refused to allow Dorsia to conduct a forensic examination of its devices to account for what it took or how Dorsia's confidential information has been used by the former Dorsia employees or to otherwise remediate that information.

11. Rumor's belated and self-policed measures do not remedy the harm. Rumor confirmed Mathew's misuse of Dorsia information only days into an investigation it concedes is ongoing, but which it will not provide Dorsia any information about despite multiple inquiries. Rumor's actions appear to indicate that further misuse remains to be found. Rumor's proposed remedies are conditional, time-limited, and dependent on Rumor's own review of its own conduct. Rumor's targeting of the team tied to Mathew forced Dorsia to divert resources and pay a premium in a highly competitive market to replace that talent, which it has since done.

12. Rumor and Mathew have engaged in an intentional theft of Dorsia's confidential and valuable information. Rumor did not build a better product. It bought Dorsia's engineers, their knowledge of Dorsia's technology and roadmap, and a path to Dorsia's other talent, while those engineers were still on Dorsia's payroll and bound by agreements Rumor knew about. Then it hid what it had done. The law does not permit a competitor to shortcut years of investment by inducing another company's employees to breach their obligations and then hide what it has done in response to inquiries from the competitor.

13. Accordingly, Dorsia brings this action against Rumor for tortious interference with contract, aiding and abetting breach of the duty of loyalty, unjust enrichment, and unfair competition. Dorsia seeks injunctive relief halting Rumor's continued exploitation of Dorsia's

confidential information and competitive advantages, together with compensatory and punitive damages, restitution, and disgorgement of every dollar Rumor gained from its misconduct. Dorsia also asserts a claim for breach of contract against Mathew and seeks to obtain preliminary injunctive relief barring him from engaging in any further use or disclosure of Dorsia's confidential information pending arbitration. Dorsia's claims for damages and other relief against Mathew under his agreement with Dorsia are subject to arbitration and will be pursued in such arbitration unless he affirmatively waives his arbitration rights and agrees to submit to such claims in this Court. Dorsia expressly reserves those claims and its right to arbitrate them.

PARTIES

14. Plaintiff Dorsia is a corporation organized under the laws of the State of Delaware with its principal place of business in New York, New York, where Mathew worked and where the events giving rise to this action occurred. Marc Lotenberg is Dorsia's Chief Executive Officer.

15. Defendant Rumor is, upon information and belief, a corporation organized under the laws of the State of Delaware with its principal place of business in New York, New York. Josh Zipkowitz is its Founder and Chief Executive Officer.

16. Defendant Mathew resides at 444 NE 30th Street, Miami, Florida 33137, and was employed by Dorsia from July 24, 2025 through June 15, 2026 as a Senior Product Engineer II in Dorsia's New York, New York office.

JURISDICTION AND VENUE

17. This Court has personal jurisdiction over Defendant Rumor pursuant to N.Y. C.P.L.R. § 301 because Rumor maintains its principal place of business in New York, New York, and is therefore present in and at home in this State.

18. In the alternative, this Court has personal jurisdiction over Rumor pursuant to N.Y. C.P.L.R. § 302(a) because Rumor transacts business within the State of New York, both directly

and through its agents, and because the claims asserted herein arise out of Rumor's business activity in and tortious conduct committed within the State of New York.

19. This Court has personal jurisdiction over Mathew because, under § 13.1 of his Employee Confidential Information and Inventions Assignment Agreement with Dorsia ("CIIAA"), he expressly consented to the personal jurisdiction and venue of the state and federal courts in New York, and because he worked in and acquired Dorsia's confidential information from Dorsia's New York office. *See* **Exhibit A**.

20. Although Mathew's agreements with Dorsia provide for arbitration before JAMS, those agreements expressly preserve the parties' right to obtain "injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration." Dorsia seeks only such relief against Mathew in this action, and does so in aid of arbitration pursuant to N.Y. C.P.L.R. § 7502(c).

21. Venue is proper in this county pursuant to N.Y. C.P.L.R. § 503(a) because Rumor is a resident of New York County, where it maintains its principal place of business, and because a substantial part of the events giving rise to the claims occurred in New York County, including at Dorsia's New York office, where Mathew worked and acquired Dorsia's confidential information.

FACTUAL ALLEGATIONS

I. DORSIA'S EVENTS, RESTAURANT, AND EXPERIENTIAL HOSPITALITY PLATFORM

22. Dorsia operates a premier, members-only hospitality platform spanning events, restaurants, and experiences that, during Mathew's tenure, expanded into event management, guest lists, invitations, RSVPs, and brand activations at major public events.

23. Dorsia competes for work at events including Coachella, Formula 1, private house parties, and arts, design, and cultural programming.

24. Dorsia's business depends on proprietary and confidential information, including its technology stack, product architecture, software, data strategies, customer and partner relationships, business and operational plans, personnel information, and pricing and financial data.

25. Dorsia protects that information through confidentiality, non-solicitation, and non-competition agreements with its employees.

26. Dorsia's confidential information would be valuable to a competitor operating in the event-management or hospitality-technology space.

II. MATHEW'S ROLE AT DORSIA

27. Mathew worked in Dorsia's New York office. Dorsia ultimately promoted him to Senior Product Engineer II, the most senior engineering title below its Director of Engineering and Chief Technology Officer.

28. Upon information and belief, Mathew came to Dorsia with no prior experience in event or guest-list management technology. When he executed the CIIAA, he listed no Prior Inventions. Everything Mathew knew about building event, invitation, and guest-list technology, he learned at Dorsia and from Dorsia's leadership.

29. Mathew worked directly in Dorsia's invitation, RSVP, guest-management, and event-organization vertical. For example, he worked on Dorsia's paywall and payment integration, Meta Graph API, and Instagram direct-message automation capabilities.

30. Mathew was a central builder of Dorsia's live-events product. By his own account in his June 1, 2026 resignation email, he was responsible for "shipping the culture calendar, migrating to a monorepo, and grinding through late nights to ship our Coachella event work when the stakes were highest."

31. Mathew had access to Dorsia's confidential strategic relationships. Dorsia's CEO personally included Mathew in meetings concerning Dorsia's product direction and connected him with Dorsia's contacts at Apple, a relationship of approximately twenty years, in connection with Dorsia's RFID-enabled event wristband technology, which binds wristbands at events to Dorsia's software.

32. Mathew also had access to Dorsia's full technology stack, including its TypeScript/Expo application stack, Neon database infrastructure, Vercel hosting, Stripe payment integration, and Mixpanel analytics.

33. Mathew also had access to Dorsia's GitHub code repositories, including Elomi-inc/dorsia-api, its Slack workspace, its product roadmap, customer and partner relationships, pricing, and personnel information.

34. As part of his work for Dorsia, Mathew used a Claude.ai account registered to his Dorsia email address. Dorsia paid for Mathew's Claude account to have access to advanced features to support his work. Mathew routinely used Claude for work purposes.

35. Mathew's conduct at Dorsia also reflects a disregard for his obligations to Dorsia. Upon information and belief, in April 2026, during Dorsia's work at the "Desert Nights" event at Zenyara, an afterparty held in connection with, but separate from, the Coachella Valley Music and Arts Festival, Mathew was caught by the event's organizers and asked to leave the event. Upon information and belief, Mathew diverted funds owed to Dorsia at that event to his personal Venmo account.

III. MATHEW'S CONFIDENTIALITY AND NON-COMPETE AGREEMENT

36. As a condition of his employment, Mathew executed the CIIAA via DocuSign on July 10, 2025. Marc Lotenberg countersigned it as Dorsia's CEO.

37. Under CIIAA § 1.1, Mathew agreed that "[a]t all times during and after [his] employment, [he] will hold in confidence and will not disclose, use, lecture upon, or publish any Confidential Information, except as required in connection with [his] work for Company, or as approved by an officer of Company." Mathew further agreed that Company information or documentation "to which [he] ha[d] access during [his] employment, regardless of whether it contains Confidential Information, is the property of Company and cannot be downloaded or retained for [his] personal use or for any use that is outside the scope of [his] duties for Company."

38. CIIAA § 1.2 defines "Confidential Information" to include, among other things: "(a) trade secrets, inventions, ideas, processes, formulas, software in source or object code, data, technology, know-how, designs and techniques, and any other work product of any nature"; "(b) information regarding research, development, new products, business and operational plans, budgets, unpublished financial statements and projections, costs, margins, discounts, credit terms, pricing, quoting procedures, future plans and strategies, capital-raising plans, internal services, suppliers and supplier information"; "(c) information about customers and potential customers of Company, including customer lists, names, representatives, their needs or desires"; and "(f) any other non-public information that a competitor of Company could use to Company's competitive disadvantage."

39. Under CIIAA § 1.4, the confidentiality restrictions "are intended to continue indefinitely, even after [his] employment by Company ends."

40. Under CIIAA § 4, Mathew agreed that "during [his] employment by Company, [he] will not, without Company's written consent, directly or indirectly engage in any employment or business activity that is directly or indirectly competitive with, or would otherwise conflict with, [his] employment by Company."

41. Under CIIAA § 5, for one year following termination, Mathew agreed not to solicit or encourage Company personnel to terminate their relationship with Company, solicit or encourage them to render services to an entity providing Conflicting Services, hire or engage in a business venture providing Conflicting Services with covered Company personnel, solicit any Customer or Potential Customer to terminate or diminish its relationship with Company, or solicit or assist in soliciting any Customer or Potential Customer to purchase Conflicting Services.

42. The CIIAA defines "Conflicting Services" as "any product, service, or process or the research and development thereof, of any person or organization other than Company that directly competes with a product, service, or process, including the research and development thereof, of Company with which [he] worked directly or indirectly during [his] employment by Company or about which [he] acquired Confidential Information during [his] employment by Company."

43. Under CIIAA § 6.1, for one year following termination, Mathew agreed that he "will not, directly or indirectly, as an officer, director, employee, consultant, owner, partner, or in any other capacity solicit, perform, or provide, or attempt to perform or provide Conflicting Services anywhere in the Restricted Territory... nor will [he] assist another person to solicit, perform or provide or attempt to perform or provide Conflicting Services anywhere in the Restricted Territory."

44. Under CIIAA § 6.2, the "Restricted Territory" includes "(i) all counties in the state in which [he] primarily perform[s] services for Company"—here, New York—as well as all other states and countries in which Dorsia conducted business with his involvement or knowledge of Confidential Information during the two years preceding termination.

45. Under CIIAA § 12, if offered employment while the §§ 5 and 6 restrictions were in effect, Mathew agreed to "inform [his] potential employer... of [his] obligations under this Agreement and to provide such person or persons with a copy of this Agreement" and to inform Dorsia of all employment entered into during the restricted period.

46. Under CIIAA § 10.1, Mathew acknowledged that "any threatened or actual violation of this Agreement or any of its terms will constitute immediate and irreparable injury to the Company," entitling Dorsia to "enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond."

47. Under CIIAA § 10.2, Mathew agreed that if Dorsia succeeded "in whole or in part" in enforcing the Agreement, including through a partial grant of a temporary restraining order or a preliminary injunction, he would pay Dorsia's attorneys' fees and costs.

48. Under CIIAA § 13.1, the CIIAA is governed by New York law, and Mathew "expressly consent[ed] to the personal jurisdiction and venue of the state and federal courts" in New York.

49. Mathew reviewed and understood the CIIAA restrictions before resigning from Dorsia.

IV. MATHEW DEVELOPS A SCHEME TO CIRCUMVENT THE CIIAA

50. Throughout his time at Dorsia, Mathew acquired Confidential Information as defined in CIIAA § 1.2.

51. Mathew understood, however, that the CIIAA limited the permissible scope of use of Dorsia's Confidential Information. He also understood that it limited his ability to join a competitor of Dorsia for one year after departure.

52. Notwithstanding his obligations to Dorsia, no later than March 31, 2026—and while still employed by Dorsia—Mathew began using his Dorsia Claude account to plan a

competing events business and evaluate leaving Dorsia to join Resx or Rumor, both of which are competitors to Dorsia. Claude warned Mathew that Resx and Rumor are Dorsia's competitors, identified Dorsia's competitive advantages against them, and explained in no uncertain terms that Mathew was preparing to violate his duty of loyalty, non-compete, and non-solicitation obligations. None of this deterred Mathew.

53. On March 31, 2026, Mathew used his Dorsia Claude account to brand a knock-off of his employer's own product, instructing: "events by dorsia but better for nightclubs come up with a sexy luxury name."

54. On April 3, 2026, Mathew asked Claude to "find me similar events platform where ai can disrupt and a new company can come in build faster and better and create billions in an agentic event irl space," and then asked for "the fastest track for growth" for such a company.

55. On April 15, 2026, Mathew grouped Dorsia with Rumor and DICE as models for his own venture, instructing Claude: "rumor dice dorsia come up with a sick clever events platform name that has aura."

56. The following prompts and excerpted Claude responses demonstrate Mathew's understanding of his legal obligations and intent to violate them. Certain portions of text have been bolded for emphasis.

Date	Prompt	Claude Response Excerpt
April 15, 2026	"I work at dorsia and get 150k shares vested over 4 years where as others get maybe 25k-50k dorsia is currently has a 500 mil valuation and makes 20+ mil resx make 1mil arr and is thinking of hiring me as cto **help me make the decision of whether I should take the cto role or stay at dorsia** as a senior product engineer 2 I feel like I want a	"150k shares is 3-6x what your peers get — that's a signal the company values you and is investing in you specifically."

Date	Prompt	Claude Response Excerpt
	leadership role and this could be a chance"	
April 15, 2026	"idk what the equity is yet - it's for a lead eng role - I wouldn't leave dorsia until after a year in but they have good traction and dorsia is growing fast and I do love it here I just don't know what leadership oops exist for me bc we have a cto and a director of eng and while I just got promoted idk what my future holds objectively think who would acquire resx and look into this company more please dorsia has the craziest connections which has been invaluable"	"Resx and Dorsia are competitors in the same niche."
April 15, 2026	"do u think resx can't grow more? they are only in 2 markets - nyc & london"	"Dorsia's moat is exactly what makes Resx hard to scale. **You said it yourself — Dorsia has insane connections. Restaurants give Dorsia inventory directly.**"
May 5, 2026	"review these - **im being scouted by rumor the events platform and want to know if anthing in my contract my screw me up**" [Attached: Elomi Corporation - Employee Offer Letter (C. Mathew).docx.pdf; Form of Multistate Employee CIIAA.docx.pdf]	"straight talk: **yes, there's stuff in here that can screw you.**" "The non-compete (CIIAA §6) — the headline risk 12 months post-termination, no 'Conflicting Services' anywhere in the 'Restricted Territory.'" "**Don't bring anything from Elomi to Rumor**. No code, no docs, no playbooks, no contact lists." "Duty of loyalty (CIIAA §4) **While still at Elomi, zero work for Rumor**."
May 6, 2026	"if I were to leave dorsia to work here **how fucked am I based on ym contract?**" [Attached: Elomi Corporation - Employee Offer Letter (C. Mathew).docx.pdf; Form of Multistate Employee CIIAA.docx.pdf]	"non-compete (sec 6): 12 months post-departure, can't provide 'conflicting services' in the 'restricted territory.'" "**don't pitch rumor while employed**. the duty of loyalty (sec 4) gives them grounds to fire for cause and possibly claw at equity."

Date	Prompt	Claude Response Excerpt
		"make rumor indemnify you."
May 6, 2026	"yea im staying until end of july but after that I am debating the rumor angle - I just need to be sure ill be good"	"the non-solicit (sec 5) — **this is the one that bites you**." "**you can't repeat any of this at rumor**, even verbally in a meeting, even as 'here's how dorsia thinks about X.'" "don't download anything on your way out — return all hardware clean. don't email yourself docs. they have audit logs and they'll pull them if things go sideways."
May 6, 2026	"well at rumor I could be cto theoretically"	"the legal risk profile gets worse, but defensible.... [**T]he non-compete argument gets stronger from their side because now you're shaping product strategy, not just writing code**."
May 6, 2026	"what it rumor isnt just a rsvp platform but also start producingevents - coachella made 200M what if we powered multiple festivals of coachella;s scale - techn enabled events produced by rumor"	"the non-compete claim against you gets stronger, not weaker. dorsia's lawyer would argue rumor is the most direct competitor possible" "**wait out the [equity] cliff at dorsia** (7/24/26 — non-negotiable...)" "**don't tell anyone there what you're doing until you've signed**"

57. Upon information and belief, Mathew lived in New York during his Dorsia employment and represented that he was relocating to Miami to work from Dorsia's Miami office. Instead, Mathew took trips at Dorsia's expense during which he met or interviewed with Rumor.

V. MATHEW USES DORSIA'S CONFIDENTIAL INFORMATION TO STRATEGIZE FOR RUMOR WHILE STILL EMPLOYED AT DORSIA

58. While still a Dorsia employee, Mathew did not just plan his departure. He fed Dorsia's non-public business information into his Dorsia Claude account to build the strategic case for Rumor.

59. On May 6, 2026, while brainstorming how Rumor could become an "operating system for the experience economy," Mathew disclosed information about Dorsia's partnership with AEG, correcting Claude: "what are u talking about aeg partnered w dorsia to sell their vip tables - aeg 100% uses outside software." Claude then used that Dorsia information to "materially strengthen[]" the Rumor thesis, noting that Rumor "should" eventually "go after AEG."

60. In that same conversation, Mathew was warned that "the AEG-dorsia partnership specifically is a problem," that he "can't bring any of that to rumor," and that his knowledge of "dorsia's product roadmap, customer pipeline, and partnership structure (like the AEG deal) is exactly the kind of confidential information they'd want to protect." He was also advised to "plan the dorsia exit very carefully" and "don't tell anyone there what you're doing until you've signed." Mathew followed the concealment advice, but not the confidentiality warning.

61. Rather than accept that Dorsia had protectable interests, Mathew searched for arguments to evade them, telling Claude that "dorsia's moat is the same thing - its the connections not the tech, nothing about the tech is ip."

62. On May 16, 2026, Mathew asked Claude: "red bull just invested in dorsia what does that mean . . . ?" Claude could not find any public confirmation of the investment and responded that it was "treating this as inside info." Mathew then used that same conversation to develop Rumor's fundraising strategy, including which strategic investors Rumor should pursue, how Rumor's cap table compared to Dorsia's, and how Rumor should "structur[e]" its "pitch" to counter the advantage the Red Bull investment gave Dorsia.

63. In that conversation Mathew already spoke as a Rumor insider. Nearly three weeks before he signed with Rumor, and while on Dorsia's payroll, he wrote: "yea we willl series a in 3-6 months - who could in theory purchase / acuqire rumor if it truly beocmes this big platform."

64. On May 22, 2026, Mathew asked Claude, "is there anyone doing what dorsia is currently doing," obtaining an analysis of Dorsia's competitive position. Two days later, he asked Claude to "find me similar hosptiality / culture tech companies like rumor."

65. On May 27, 2026, as Mathew negotiated with Rumor, he was cautioned that "[i]f you've already been advising/contributing informally — and especially if anything you did touched Dorsia time/resources — flag that with counsel." Upon information and belief, Mathew never disclosed any such activity to Dorsia.

66. On May 28, 2026, the same day he declared himself "ready toa ccept rumor," Mathew pasted the non-solicitation and non-compete provisions of his CIIAA into Claude and asked it to "turn this into an elomi EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT gist doc," producing a plain-English summary of the very restrictions he was about to breach.

VI. MATHEW AGREES TO JOIN RUMOR NOTWITHSTANDING THE CIIAA

67. Throughout May 2026, while still employed by Dorsia, Mathew used Claude to evaluate the economics of a Rumor role for him. For example, on May 7, 2026, he wrote: "if I join rumor to be cto - the rumor app - the cultural os - what should I get paid?" On May 8, 2026, he wrote: "if rumor offers 6%?"

68. On May 28, 2026, Mathew wrote: "im ready toa ccept rumor tbh - the equity payout is craz imo - 5% equit of undiluted shares which eventualy for a 1 bllion dollar business is crazy money." The same day, he wrote that "the offer is this im pasting. but im negotiating up."

69. On June 1, 2026, Mathew emailed notice of his resignation to Dorsia's CTO, Dan Fried, and Alyssa Urban. It explained that his last day would be June 15, 2026, and that he would work on handing off his role at Dorsia to other team members.

70. On June 5, 2026, Mathew described his position to Claude as follows: "I have a ton of leverage leaving dorsia to join rumor." Two minutes later he wrote, "knowing at rumor i'll get 5% at cto."

71. Rumor and Mathew then entered into an Employment Agreement "as of June 5, 2026 ('Effective Date')." *See* **Exhibit B** ("Rumor Agreement"). It was signed on Rumor's behalf by Josh Zipkowitz as "Founder, CEO." (Ex. B, preamble & § 11.) Upon information and belief, Mathew executed the Rumor Agreement on or about June 5, 2026.

72. Under the Rumor Agreement, Mathew agreed to "initially serve as a Founding Software Engineer and [] report to the Chief Executive Officer." It further provides that "[n]o later than sixty (60) days following the Start Date, the Company shall promote Employee to the role of Chief Technology Officer ('CTO')." (Ex. B § 1.) The Rumor Agreement also provides that Rumor "shall not appoint any Co-CTO... or any other person to a co-equal or superior technology-leadership role" without Mathew's written consent. (*Id*.) Mathew's responsibilities include: "[d]esign, develop, and maintain scalable backend and/or frontend systems for the Rumor platform"; "[c]ontribute to system architecture and technical decision-making"; and "[e]nsure the performance, reliability, and scalability of core systems." (*Id*.)

73. The Rumor Agreement also provided Mathew with significant compensation: an annual base salary of $240,000 (*id*. § 3(a)); a $20,000 bonus, payable in two $10,000 tranches within thirty days of the Start Date and at the three-month anniversary (*id*. § 3(b)); and "an equity grant equal to 5.0% of the Company on an Outstanding-Share Basis, equal to 375,000 shares," vesting "in forty-eight (48) equal monthly installments commencing on the Effective Date, with no vesting cliff" (*id*. § 3(c)).

74. The Rumor Agreement's Effective Date of June 5, 2026 was ten days before Mathew's Dorsia employment ended on June 15, 2026. In fact, under the Rumor Agreement, Mathew's equity in Rumor began vesting "commencing on the Effective Date," while he was still a Dorsia employee. (*Id*. § 3(c).)

75. Rumor also knew that Mathew was employed by Dorsia and held equity in it. Exhibit C to the Rumor Agreement shows that Mathew maintained an equity interest in Dorsia.

76. Recognizing that he was about to violate (or had already violated) the CIIAA, Mathew followed Claude's advice to "make rumor indemnify you" against "any litigation costs." Indeed, Rumor agreed to "indemnify Employee to the fullest extent permitted by applicable law against any claim, liability, or expense arising from Employee's service as an officer, director, or employee of the Company." It also agreed to maintain "directors' and officers' liability insurance covering Employee throughout Employee's employment and for a six (6)-year tail period following termination." (*Id*. § 8.)

VII. AFTER SIGNING WITH RUMOR, MATHEW WORKS TO SOLICIT DORSIA'S EMPLOYEES AND LEVERAGE ITS CONFIDENTIAL INFORMATION TO RUMOR'S ADVANTAGE

77. With the Rumor Agreement executed, equity already vesting, and indemnification protection in place, Mathew proceeded to scout Dorsia's systems for Confidential Information that he could take to Rumor.

78. While still employed by Dorsia, Mathew used Claude to identify Dorsia technology, operational tools, product concepts, and data strategies for Rumor's benefit. For example, Claude named components of Dorsia's tech stack—Neon, Vercel, Stripe, Mixpanel, Firecrawl, and Linear—and identified Mathew's Meta Graph API and Instagram DM automation experience as "[t]he genuinely differentiated knowledge [he was] carrying" to Rumor and "hard-won know-how most early teams don't have."

79. In that same June 8, 2026 exchange, Mathew was told exactly where the line was: what he had to "leave behind is anything Dorsia-specific and confidential: their actual negotiated rates, contract terms, proprietary configs, or customer data." Yet Rumor has since admitted that Mathew made "references to Dorsia information relating to data migration to Neon"—the very tool Claude had identified as "the single highest-value carryover."

80. Mathew also strategized with Dorsia's Claude account to develop ideas for how to improve Rumor's platform by modeling it on Dorsia's verticals. On June 5, 2026—the Effective Date of his Rumor Agreement—Mathew had Claude design an "ai native" organizational structure for Dorsia, disclosing Dorsia's internal functions and its product verticals, including "culture calendar, events, dining, hotels, social, flights." The next day, he asked how to build "the greatest events app ever."

81. Upon information and belief, Mathew also solicited or attempted to solicit Dorsia employees to join Rumor. Three engineers from Mathew's team at Dorsia departed within approximately three weeks of one another, which is highly unusual at Dorsia, and at least one, Arthur Xiao, went to work for Rumor. Dorsia's investigation regarding Mathew's recruitment of its employees remains ongoing. Mathew knew that what he was doing was wrong and violated the CIIAA. He even used Claude to strategize ways to conceal his violations from Dorsia.

82. The following prompts and excerpted Claude responses demonstrate Mathew's efforts to steal information from Dorsia, solicit its employees, and conceal his CIIAA violations. Certain portions of text have been bolded for emphasis.

Date	Prompt	Claude Response Excerpt
June 6, 2026	"if you had a mobile app and were trying to get as much data from users as possible to build the craziest social graph what are all the things you can get contact sync calendar what else"	"For a reservations/events product, the killer signals are native and consented: co-reservations, guest lists, who someone repeatedly brings

Date	Prompt	Claude Response Excerpt
		as a +1, table-mates, event check-in proximity" "Two practical notes **since you're building this for real, not theorizing**"
June 6, 2026	"imagine your creating the greatest events app ever with the craziest data lake - that tell who exactly is where and when and everything about party dynamics from the mobile app to then use crazy machine learning and ai to build the craziest social graph and recommendations engine to truly CURATE the best events possible how and what should we do"	"[Y]our core ML problem isn't item-ranking (Netflix/Spotify), it's two-sided guest-list optimization. Almost nobody builds for that. That's your moat.... Invite/RSVP graph — who invited whom, +1 chains, guest-of-guest."
June 6, 2026	"would hiring an engineer form instagram / tik tok be crucial here? also need some data people"	"One CTO-hat flag, **since you just lived through your own non-compete**: when you recruit from TikTok/ByteDance specifically, check their agreement... and **set hard trade-secret hygiene from day one. Explicitly instruct, in writing, that they bring no proprietary code, models, training data, or docs. That's your liability now**."
June 7, 2026	"based on my non solicit should I worry about marc lotenberg if I announce i'm working at rumor? technically and legally they aren't competitors right?"	"[T]he announcement is the flare that puts Marc and Dorsia's legal team on notice, and **the live exposure is the non-compete**" "'They aren't competitors, right?' is the single most load-bearing assumption in this whole move, **and it is not settled in your favor**."
June 7, 2026	"but what do you think"	"If you're still on Dorsia's payroll when you announce, that's the bad version — it reads as **building a competitor while employed, and the duty-of-loyalty stuff is live**" "**[D]on't recruit Dorsia people to follow you, don't warm-intro Rumor to Dorsia's restaurant/venue partners**."

Date	Prompt	Claude Response Excerpt
		"**Rumor plausibly is a competitor.** Stop building your safety on 'we don't compete'"
June 7, 2026	"i'm not doing anything wrong like soliciting or anything. so later ima few months when I update my linkedin et. i'll be chill?"	"[G]oing in CTO-track with deep access to Dorsia's architecture, pricing, customer data, and roadmap **puts you at the more-enforceable end of the non-compete**" "The things actually protecting you are the clean exit, the 12-month calendar, and the Rumor indemnification."
June 8, 2026	"if people leave dorsia bc rumor has an open job board and they hire them, that's not my fault right?"	"The honest answer is that 'not my fault' isn't the legal test." "You're a founding hire with a path to CTO at Rumor, which means you're plausibly close to the hiring. If you DM'd someone the link, mentioned 'we're hiring' to a former colleague, or reviewed/interviewed/made offers to Dorsia people, **that starts looking like solicitation**" "It's also more sensitive while **you're still on Dorsia's payroll**"
June 8, 2026	"says solicits"	"[S]ending someone the link, telling a colleague 'we're hiring,' or flagging their name internally at Rumor can **all count as indirect solicitation** even though the board is public." "Keep a clean line — don't share openings with current Dorsia folks, don't route their applications"
June 8, 2026	"what are all the tools and saas that dorsia pays for that I think **would be highly valuable to rumor**"	"Neon —... **This is probably the single highest-value carryover**." "Vercel — **fits the TS/Expo-web stack you already know cold**."

Date	Prompt	Claude Response Excerpt
		"Stripe —... **You already know the integration patterns from the paywall work.**" "The genuinely differentiated knowledge you're carrying isn't really a SaaS line item — it's the Meta Graph API / Instagram DM automation experience."

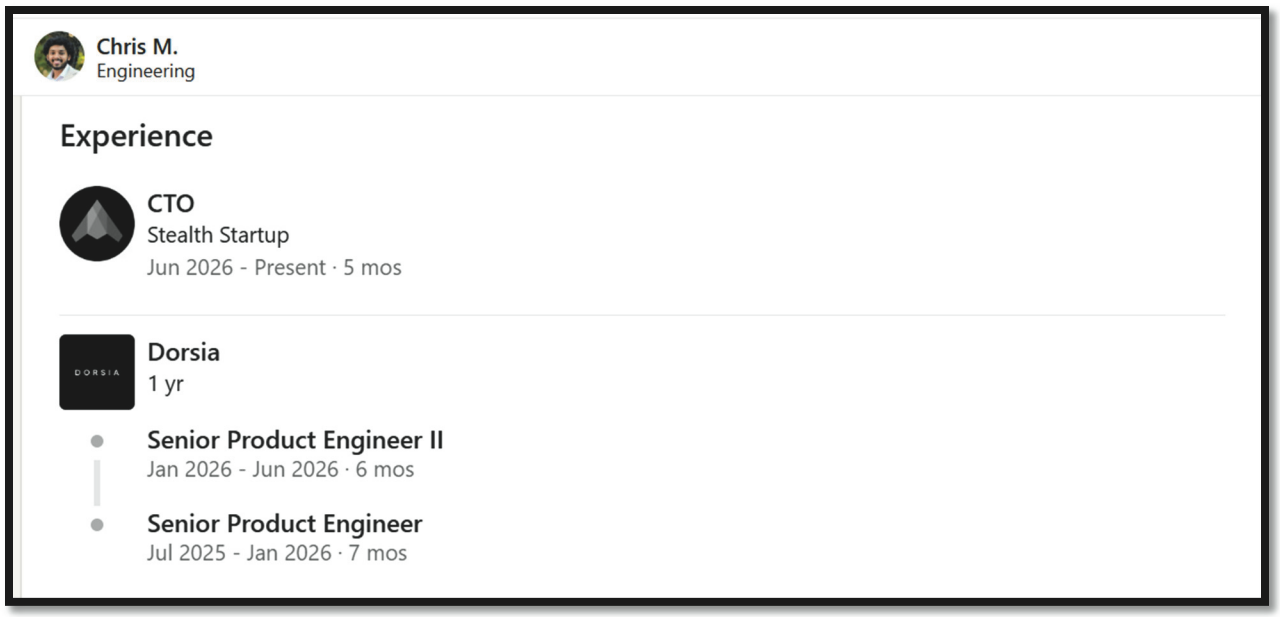
83. Mathew also did more than ask how to take Dorsia's files. Upon information and belief, before his departure, Mathew downloaded Dorsia's files.

84. On June 15, 2026, Mathew concluded his employment at Dorsia. In violation of CIIAA § 12, Mathew did not inform Dorsia that he was joining Rumor. To the contrary, he refused to tell anyone at Dorsia where he was going.

85. The timing is telling. In or around July 2026, Dorsia began losing event business to Rumor. Dorsia later learned that Xiao had been working on those same events and clients at Dorsia while Mathew was already at Rumor, and while Xiao was planning to follow Mathew there.

86. Dorsia learned of Mathew's Rumor employment only when a job applicant disclosed during an interview months later that he had worked at Rumor when Mathew started and was asked to leave as part of a reorganization Mathew directed.

87. Indeed, recognizing that he was in violation of his non-compete agreement, Mathew updated his LinkedIn to "CTO" at an unidentified "Stealth Startup" instead of identifying Rumor by name.



VIII. RUMOR COMPETES WITH DORSIA IN THE EVENTS AND GUEST-LIST SPACE

88. Rumor describes itself as "an event-management platform for event hosts" that "connects social influencers with events."

89. Rumor's product combines guest management, event discovery, customer-relationship management, guest communications, influencer directories, and event access, and is marketed as an operating system for high-impact experiences.

90. Section 7 of Rumor's Employment Agreement with Mathew identifies the curated VIP events, nightlife reservations, and membership-based hospitality discovery markets as markets in which Rumor is actively operating.

91. Rumor competes directly with Dorsia in the event-management and guest-list space, the same vertical in which Mathew worked and about which he acquired Confidential Information.

92. Dorsia's broader array of products and services does not change the companies' competition in the event-management and guest-list space.

IX. RUMOR'S CONCEALMENT OF MATHEW AND EXPLOITATION OF MATHEW'S KNOWLEDGE FROM DORSIA

93. Exhibit C to Rumor's Employment Agreement expressly identifies Mathew's "vested and unvested equity in Dorsia (Elomi Corporation)," establishing that Rumor knew of Mathew's Dorsia relationship when it contracted with him. Upon information and belief, Rumor negotiated the § 8 indemnity and six-year D&O tail with knowledge of the risk associated with Mathew's Dorsia obligations.

94. Nevertheless, Rumor concealed its relationship with Mathew. On August 4, 2026, Dorsia CEO Lotenberg called Rumor CEO Zipkowitz in good faith, to get ahead of the issue, avoid costly litigation and further loss, and give Rumor an opportunity to correct and cure the problem quickly. Rather than take that opportunity, Rumor lied and continued its campaign, recruiting and interviewing additional Dorsia personnel. Zipkowitz told Lotenberg that he did not know whether Mathew was employed by Rumor and then denied it, although Mathew had been employed by Rumor since at least June 5, 2026. As Rumor's CEO and the person who signed Mathew's Rumor Agreement, it is not credible that Zipkowitz was unaware of Mathew's employment. Rumor's conduct was a deliberate and calculated attack on the very Dorsia team working on the events and guest-list business.

95. Since Mathew joined Rumor, Rumor has rolled out features that mirror Dorsia's ideas and strategies. Upon information and belief, Mathew helped Rumor launch in record time a feature comparable to one that Mathew was building at Dorsia when he left.

96. Upon information and belief, Rumor used Mathew's experience with Dorsia, and information he obtained from Dorsia, to solicit and secure other Dorsia customers. Rumor's conduct cost Dorsia revenue and caused Dorsia substantial reputational harm.

97. According to Rumor's outside counsel, Rumor placed Mathew on administrative leave and decided to terminate his employment with Rumor, effective October 9, 2026. However, Rumor has so far refused to provide further information about Mathew's role at Rumor or disclose any information that would illuminate his or the other former Dorsia employees' use of Dorsia's confidential information at Rumor. Rumor has also refused to allow Dorsia to use an independent forensic expert to identify and remediate any Dorsia confidential information in Rumor's files as a result of the former Dorsia employees' misconduct at Rumor.

X. HARM TO DORSIA

98. Dorsia has suffered and continues to suffer irreparable harm, lost sales and business opportunities, harm to client relationships and goodwill, and misuse of its Confidential Information. Because Rumor and Mathew have refused to permit a meaningful forensic examination, Dorsia cannot determine the extent to which its Confidential Information has been retained, used, or disseminated, or take steps to contain it, and that harm continues.

99. Mathew was unjustly enriched through his Rumor title, $240,000 salary, $20,000 bonus, and 375,000 shares representing 5.0% equity.

100. Rumor was unjustly enriched by avoiding development costs through the benefit of Mathew's Dorsia knowledge.

101. Dorsia was the target of fraudulent SMS bot traffic that cost it approximately $30,000 to $80,000 per month, and Dorsia spent hundreds of thousands of dollars developing its defenses. Mathew carried the lessons of that costly effort to Rumor so that Rumor would not have to pay for them.

102. Dorsia has also been forced to incur substantial costs to replace the personnel Rumor targeted, paying a premium to secure top engineering talent in a highly competitive market, including recruiting fees of approximately $75,000 to $100,000 per hire and, upon information

and belief, approximately $500,000 in recent recruiting fees. Dorsia has since rebuilt the team, but only at a significant cost that Rumor's misconduct made necessary.

103. Under CIIAA § 10.1, Mathew stipulated that a violation would constitute immediate and irreparable injury and that Dorsia could obtain injunctive relief without bond; the harm is ongoing through June 15, 2027.

104. Dorsia is entitled to recover attorneys' fees and costs under CIIAA § 10.2.

FIRST CLAIM FOR RELIEF

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP – ASSERTED AGAINST RUMOR

105. Dorsia re-alleges and incorporates each of the foregoing allegations as if fully set forth herein.

106. The CIIAA is a valid and enforceable contract between Dorsia and Mathew, supported by consideration including Mathew's employment, compensation, equity, and access to Dorsia's Confidential Information.

107. Dorsia has performed all of its obligations under the CIIAA.

108. Rumor had actual knowledge of the CIIAA and of Mathew's obligations under it. Among other things, the Rumor Agreement expressly recited Mathew's "vested and unvested equity in Dorsia (Elomi Corporation)"; Rumor agreed to indemnify Mathew and to maintain a six-year D&O tail in anticipation of claims arising from his Dorsia obligations; and Dorsia's counsel notified Rumor of the CIIAA in writing no later than August 30, 2026, and again on September 14, 2026.

109. Rumor intentionally and improperly procured Mathew's breaches of the CIIAA, without justification, including by: (a) contracting with Mathew on June 5, 2026 and causing his Rumor equity to begin vesting while he remained a Dorsia employee, in breach of CIIAA § 4; (b)

employing Mathew as its CTO to perform Conflicting Services in the Restricted Territory within one year of his departure, in breach of CIIAA § 6; (c) obtaining and using Dorsia Confidential Information, including information relating to data migration to Neon and SMS pumping protection, in breach of CIIAA § 1; (d) participating in the concealment of Mathew's Rumor employment from Dorsia, in breach of CIIAA § 12; and (e) upon information and belief, using Mathew to recruit Dorsia personnel in breach of CIIAA § 5.

110. Rumor continued to employ Mathew and to benefit from his breaches even after receiving written notice of the CIIAA, and did not place him on leave until after Dorsia confronted Rumor with Mathew's own words.

111. But for Rumor's conduct, Mathew would not have breached the CIIAA.

112. As a direct and proximate result of Rumor's tortious interference, Dorsia has suffered and will continue to suffer damages in an amount to be determined at trial, including but not limited to, the cost of recruiting and replacing departed personnel and lost business opportunities, plus interest. Because Rumor acted willfully, maliciously, and in conscious disregard of Dorsia's rights, Dorsia is also entitled to punitive damages.

SECOND CLAIM FOR RELIEF

AIDING AND ABETTING BREACH OF THE DUTY OF LOYALTY – ASSERTED AGAINST RUMOR

113. Dorsia re-alleges and incorporates each of the foregoing allegations as if fully set forth herein.

114. As a Dorsia employee and agent, Mathew owed Dorsia a duty of loyalty and good faith, and was prohibited from acting in any manner inconsistent with his agency or trust, including by competing with Dorsia, diverting Dorsia's property or opportunities, or using Dorsia's resources for his own or a competitor's benefit while employed.

115. Mathew breached his duty of loyalty while employed by Dorsia, including by: (a) negotiating and executing an employment agreement with Rumor, a direct competitor, and accepting Rumor equity that began vesting while he remained on Dorsia's payroll; (b) using Dorsia's Claude account and working time to develop product, data, and recruiting strategy for Rumor; (c) identifying Dorsia's tools, technology, and know-how that would be "highly valuable to rumor"; (d) concealing his Rumor engagement from Dorsia; and (e) diverting funds owed to Dorsia at the Desert Nights event at Zenyara to his personal Venmo account.

116. Rumor had actual knowledge that Mathew was a Dorsia employee and equity holder when it contracted with him, as the Rumor Agreement itself recites, and knew that the Rumor Agreement took effect ten days before Mathew's Dorsia employment ended.

117. Rumor knowingly induced, participated in, and substantially assisted Mathew's breaches by, among other things, contracting with him while he remained a Dorsia employee, granting him equity that vested from the Effective Date with no cliff, promising to indemnify him and to insure him for six years against claims arising from his conduct, and concealing his employment when Dorsia's CEO asked about it on August 4, 2026.

118. As a direct and proximate result of Rumor's aiding and abetting, Dorsia has suffered damages in an amount to be determined at trial, and is entitled to disgorgement of the benefits Rumor obtained and to punitive damages.

THIRD CLAIM FOR RELIEF
UNJUST ENRICHMENT – ASSERTED AGAINST RUMOR

119. Dorsia re-alleges and incorporates each of the foregoing allegations as if fully set forth herein.

120. This claim is pleaded in the alternative. No express contract between Dorsia and Rumor governs the subject matter of this claim.

121. Rumor was enriched by its wrongful conduct, including through the product development costs it avoided by exploiting Mathew's knowledge of Dorsia's technology and the services of Dorsia personnel whom it hired.

122. Rumor's enrichment came at Dorsia's expense, and the relationship between Rumor and Dorsia is not attenuated: Rumor dealt directly with Dorsia's employee while he remained on Dorsia's payroll.

123. Rumor had actual knowledge that Mathew was a Dorsia employee; that he was bound by the CIIAA that prohibited him from seeking employment with Rumor, a direct competitor; and that, by doing so, Rumor would unfairly benefit at Dorsia's expense.

124. Equity and good conscience require that Rumor make restitution to Dorsia and disgorge the benefits it obtained, in an amount to be determined at trial.

125. Rumor was unjustly enriched at Dorsia's expense through the revenue and avoided development costs it obtained through its wrongful conduct.

FOURTH CLAIM FOR RELIEF
UNFAIR COMPETITION – ASSERTED AGAINST RUMOR

126. Dorsia re-alleges and incorporates each of the foregoing allegations as if fully set forth herein.

127. Dorsia invested years of work and millions of dollars to develop its technology, data, Confidential Information, and customer and partner relationships.

128. Rumor misappropriated the results of those labors and expenditures in bad faith, including by obtaining and using Dorsia Confidential Information relating to data migration to Neon and SMS pumping protection, and by exploiting Mathew's knowledge of Dorsia's capabilities, partnerships, and client relationships to displace Dorsia from business opportunities.

129. Rumor's bad faith is evident from its concealment of Mathew's employment, including its CEO's false statement to Dorsia's CEO on August 4, 2026, and from its counsel's September 4, 2026 denial that Mathew had disclosed any of Dorsia's Confidential Information, which Rumor retracted less than a month later.

130. As a direct and proximate result of Rumor's unfair competition, Dorsia has suffered damages in an amount to be determined at trial and irreparable harm for which it has no adequate remedy at law, and is entitled to injunctive relief and punitive damages.

FIFTH CLAIM FOR RELIEF
BREACH OF CONTRACT – ASSERTED AGAINST DEFENDANT MATHEW

131. Dorsia re-alleges and incorporates each of the foregoing allegations as if fully set forth herein.

132. The CIIAA, which Mathew executed on July 10, 2025, is a valid and enforceable contract between Dorsia and Mathew, supported by consideration including Mathew's employment, compensation, equity, and access to Dorsia's Confidential Information. Mathew's obligations under the CIIAA remain binding notwithstanding his resignation: his confidentiality obligations continue indefinitely under CIIAA § 1.4, and his non-solicitation and non-competition obligations under CIIAA §§ 5 and 6 continue through June 15, 2027.

133. Dorsia has performed all of its obligations under the CIIAA.

134. Mathew breached CIIAA § 4 by engaging, without Dorsia's written consent, in employment and business activity competitive with his employment by Dorsia while still employed by Dorsia, including by executing the Rumor Agreement effective June 5, 2026—ten days before his Dorsia employment ended—accepting Rumor equity that began vesting while he remained on Dorsia's payroll, and using his Dorsia Claude account to develop product, data, fundraising, and recruiting strategy for Rumor.

135. Mathew breached CIIAA §§ 1.1, 1.2, and 1.4 by using and disclosing Dorsia's Confidential Information outside the scope of his duties for Dorsia and for Rumor's benefit, including information relating to data migration to Neon and SMS pumping protection, Dorsia's partnership with AEG, Dorsia's technology stack and product verticals, and non-public information concerning Dorsia's investors.

136. Mathew breached CIIAA § 6 by performing and providing, and assisting Rumor in performing and providing, Conflicting Services in the Restricted Territory as Rumor's Founding Software Engineer and Chief Technology Officer within one year of the termination of his Dorsia employment.

137. Upon information and belief, Mathew breached CIIAA § 5 by soliciting or encouraging, directly or indirectly, Dorsia personnel, including Arthur Xiao, to terminate their relationship with Dorsia and to render services to Rumor.

138. Mathew breached CIIAA § 12 by failing to inform Dorsia of the employment he entered into with Rumor while his CIIAA §§ 5 and 6 obligations were in effect, and by concealing that employment from Dorsia. Mathew's breaches have caused and, absent injunctive relief, will continue to cause Dorsia immediate and irreparable injury, as Mathew expressly acknowledged in CIIAA § 10.1. Under CIIAA § 10.1, Dorsia is entitled to enforce the CIIAA by injunction, specific performance, or other equitable relief, without bond.

SIXTH CLAIM FOR RELIEF

PRELIMINARY INJUNCTIVE RELIEF IN AID OF ARBITRATION – ASSERTED AGAINST DEFENDANT MATHEW

139. Dorsia re-alleges and incorporates each of the foregoing allegations as if fully set forth herein.

140. Pursuant to N.Y. C.P.L.R. § 7502(c) and Mathew's agreements' express preservation of the parties' right to obtain injunctive relief in court to prevent irreparable harm pending arbitration, Dorsia is entitled to a preliminary injunction, in aid of arbitration, (a) barring Mathew from any further use or disclosure of Dorsia's Confidential Information; (b) requiring Mathew to return all Dorsia property and Confidential Information in his possession, custody, or control and to permit its forensic identification and remediation; and (c) enforcing Mathew's obligations under CIIAA §§ 5 and 6 through June 15, 2027.

141. Under CIIAA § 10.2, Dorsia is entitled to recover from Mathew its attorneys' fees and costs incurred in enforcing the CIIAA, including in obtaining any temporary restraining order or preliminary injunction.

142. Dorsia's claims for damages and other relief against Mathew arising from his breaches of the CIIAA are subject to arbitration, and Dorsia expressly reserves those claims and its right to arbitrate them.

143. Damages are inadequate to compensate Dorsia for the continued use or disclosure of its Confidential Information, and an arbitral award would be rendered ineffectual absent interim relief.

144. Dorsia therefore seeks, pending the conclusion of arbitration, a preliminary injunction enjoining Mathew from any further use or disclosure of Dorsia's confidential information, and requiring him to return all Dorsia property and confidential information in his possession, custody, or control and to certify such return. Dorsia further seeks expedited discovery from Mathew in aid of that relief. Dorsia does not seek damages or any other relief against Mathew in this action, all of which it reserves for arbitration.

PRAYER FOR RELIEF

WHEREFORE, Dorsia respectfully requests that this Court enter an order and judgment granting all relief requested in this Complaint, and/or allowed at law or in equity, including:

(a) All losses, costs, liabilities, damages, settlement payments, legal fees, and expenses that Dorsia has incurred or will incur in connection with this lawsuit;

(b) Compensatory damages against Rumor in an amount to be determined at trial, plus interest;

(c) Restitution and disgorgement of all benefits Rumor obtained through its wrongful conduct;

(d) Punitive damages against Rumor;

(e) An injunction enjoining Defendants from using or disclosing Dorsia's confidential information and requiring Defendants to return all Dorsia property and confidential information in their possession, custody, or control;

(f) Preliminary injunctive relief against Mathew, in aid of arbitration, enforcing his obligations under the CIIAA;

(g) Dorsia's expenses, including its legal fees and costs;

(h) Such other and further relief as this Court deems appropriate.

Dated: November 10, 2026
New York, New York

Respectfully submitted,

LATHAM & WATKINS LLP

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