

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

FEAZEL INC.,
7895 Walton Parkway
New Albany, Ohio 43054,

Plaintiff,

V.

TEED J. JOHNSON,
2529 Chester Road
Upper Arlington, Ohio 43221,

Defendant.

) CASE NO.

) JUDGE

) COMPLAINT

) (Jury Demand Endorsed Hereon)

Plaintiff Feazel Inc. (“Feazel”) for its Complaint against Defendant Teed J. Johnson (“Defendant”) states as follows:

PARTIES AND JURISDICTION

1. This action is brought by Feazel against Defendant for breach of contract.
2. Feazel is a limited liability company registered in the State of Ohio with its principal place of business at 7895 Walton Parkway, New Albany, Ohio 43054.
3. Defendant is a former employee of Feazel, currently residing at 2529 Chester Road, Upper Arlington, Ohio 43221.
4. This Court has jurisdiction pursuant to Ohio Revised Code 2307.382.
5. Venue is proper before this Court pursuant to Civ.R. 3(C)(3).

FACTUAL BACKGROUND

6. Feazel is a roofing and exterior services company, offering services in Ohio, among other states.
7. On or around September 29, 2022, Defendant entered into an employment agreement with Feazel and signed an Employee Confidentiality, Intellectual Property & Non-

Competition Agreement (the “Employment Agreement”). The Employment Agreement contains a non-solicitation provision. A true and accurate copy of the Employment Agreement is attached hereto as **Exhibit A**.

8. The Employment Agreement expressly prohibits Defendant from the following conduct either directly or indirectly:

[D]uring the Nonsolicitation Period solicit, recruit or hire any employee of the Company to work for a third party other than the Company or any Affiliate or engage in any activity that would cause any employee of the Company to violate any agreement with the Company[.]

(Ex. A, ¶ 4.3.)

9. The “Nonsolicitation Period” includes “the period of [Defendant’s] employment or services with the Company and the twenty-four (24) months following the termination of [Defendant’s] employment[.]” (Ex. A, ¶ 4.)

10. Defendant began working for Feazel as Director of Retail Sales on October 3, 2022.

11. On June 28, 2024, Defendant’s employment with Feazel was terminated.

12. Correspondingly, Defendant is bound by the Nonsolicitation Period between June 28, 2024 and June 28, 2026.

13. To resolve all matters and issues related to or arising from his employment with Feazel and separation therefrom, Defendant and Feazel entered into a Separation Agreement and Release of Claims (the “Separation Agreement”), effective June 14, 2024. A true and accurate copy of the Separation Agreement is attached hereto as **Exhibit B**.

14. Defendant, under the Separation Agreement, received a lump sum of \$140,000 as a separation payment. (Ex. B, ¶ 1.)

15. Under the Separation Agreement, Defendant agreed to the following:

8. Non-disparagement. Employee shall not, directly or indirectly, engage in any conduct or make any statement, whether in commercial or noncommercial speech, disparaging or criticizing in any way the Company, its parent, subsidiary or affiliated businesses, its or their ownership, management, officers, employees, agents, or any other affiliated entity or person, or any products or services offered by any of them, nor shall Employee engage in any other conduct or make any other statement that could be reasonably expected to impair the goodwill of any of them.

(Ex. B, ¶ 8.)

16. Should Defendant breach the Non-disparagement provision under the Separation Agreement, Defendant agreed to pay liquidated damages as follows:

10. Liquidated Damages. The Parties hereby agree that should Employee, his heirs, executors, successors, assigns, agents, representatives, or attorneys breach the Non-disparagement or Nondisclosure of Agreement provisions set forth in §§8 and 9 of this Agreement, Employee will immediately disgorge and repay to the Company the full amount of separation payments made to him as set forth in §1 of this Agreement. Employee hereby agrees that this sum is not a penalty, but instead represents the Company's good faith estimate of the damages it will suffer should Employee breach either of the aforementioned provisions of this Agreement. As such, by his signature below, Employee agrees to release and/or surrender any claim and/or defense that this liquidated damages provision represents an unenforceable penalty clause as a matter of law.

(Ex. B, ¶ 10.)

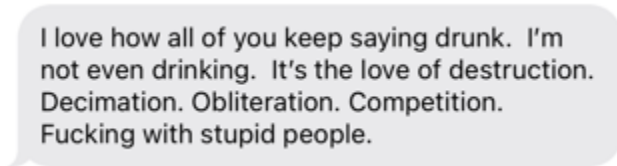
17. Defendant, in signing the Separation Agreement, also agreed to abide by the non-solicitation covenants initially laid out in the Employment Agreement:

11. Restrictive Covenants. Employee hereby reaffirms and re-acknowledges his commitment to abide by the confidentiality, nonsolicitation, and noncompetition obligations he owes to the Company, as set forth in the Confidentiality, Intellectual Property & Noncompetition Agreement between him and the Company executed by Employee on September 29, 2022. Employee agrees and understands that his duty to abide by all such covenants survives his separation from employment with the Company.

(Ex. B, ¶ 11.)

18. In the wake of his termination, Defendant sent text messages to Greg Graven, Feazel's Chief Operating Officer, containing disparaging and harassing language.

19. On February 22, 2025, Defendant texted, “It’s the love of destruction. Decimation. Obliteration. Competition. Fucking with stupid people.”

A screenshot of a text message conversation. The message is in a light blue bubble and reads: "I love how all of you keep saying drunk. I'm not even drinking. It's the love of destruction. Decimation. Obliteration. Competition. Fucking with stupid people." The background is white.

I love how all of you keep saying drunk. I'm not even drinking. It's the love of destruction. Decimation. Obliteration. Competition. Fucking with stupid people.

20. Graven proceeded to block Defendant from sending further messages.

21. Once Graven blocked Defendant from communicating directly, Defendant sent text messages to Graven’s spouse, someone who is not employed by Feazel and not associated with its business, containing disparaging and harassing language.

22. On February 22, 2025, Defendant texted, “I’m playing basketball against midgets. We have more money and more Brains.”

A screenshot of a text message conversation. At the top, it shows a back arrow, a profile picture of a man, and the name "TJ Johnson" with the handle "teedzus" below it. Below this is a timestamp "1:20 AM". The message is in a light blue bubble and reads: "Your boo thang is safe. I got to a point of who cares and then I heard about a coupon to turn up the energy. I felt bad. I'm playing basketball against midgets. We have more money and more Brains. November 30th we will take every one of value. Th". The background is white.

< TJ Johnson >
teedzus

1:20 AM

Your boo thang is safe. I got to a point of who cares and then I heard about a coupon to turn up the energy. I felt bad. I'm playing basketball against midgets. We have more money and more Brains. November 30th we will take every one of value. Th

23. In his text to Graven’s spouse, Defendant also threatened to solicit Feazel employees within the Restricted Period, “November 30th we will take every one of value.”

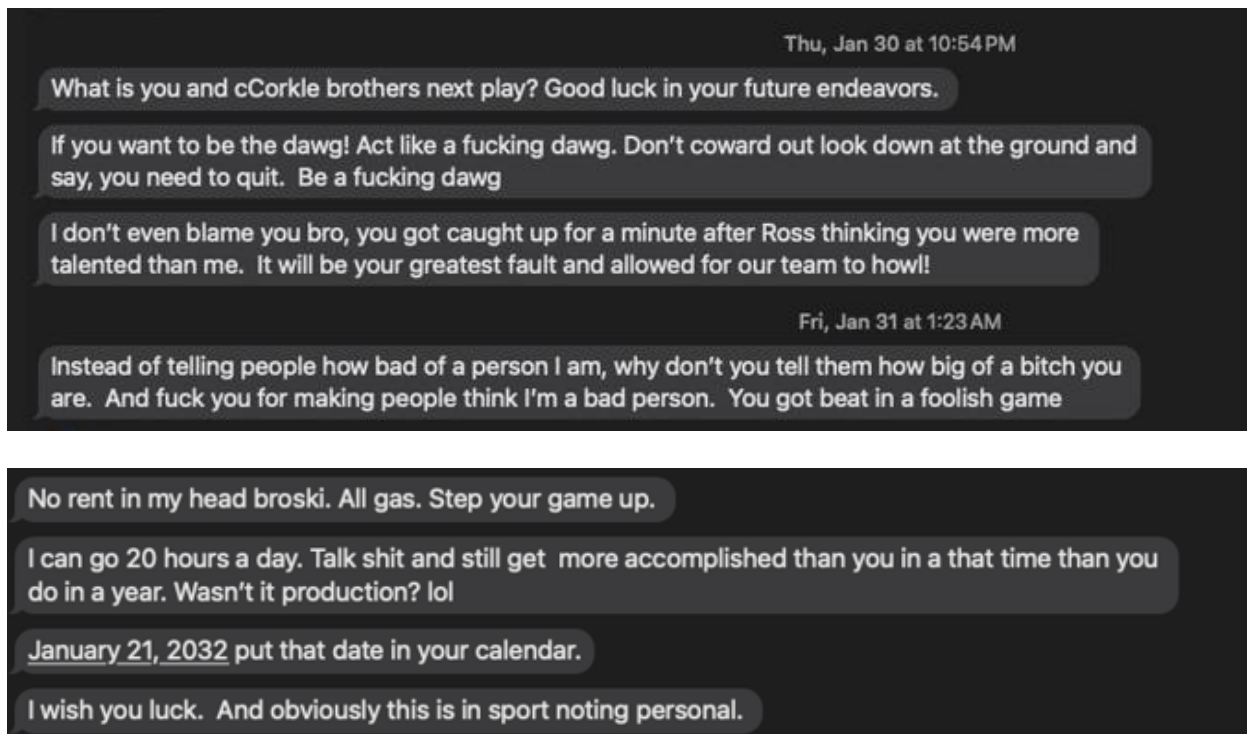
24. Graven’s spouse did not respond and proceeded to block messages from Defendant.

25. Between January 31, 2025 and May 26, 2025, Defendant sent disparaging and threatening text messages to Matthew Sherry, Feazel's President of Residential Roofing.

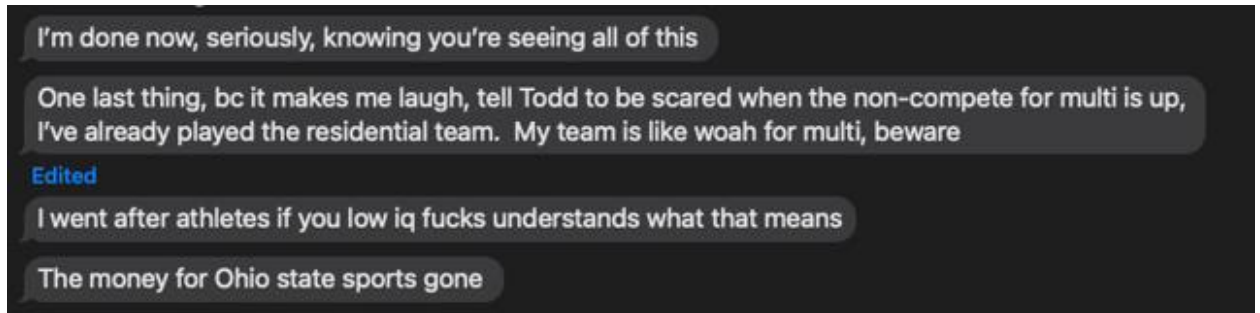
26. Defendant's text messages to Sherry, which include ad hominem attacks, disparaging language against Feazel, its officers, and employees, and even threatening language, stated:

AD HOMINEM ATTACKS

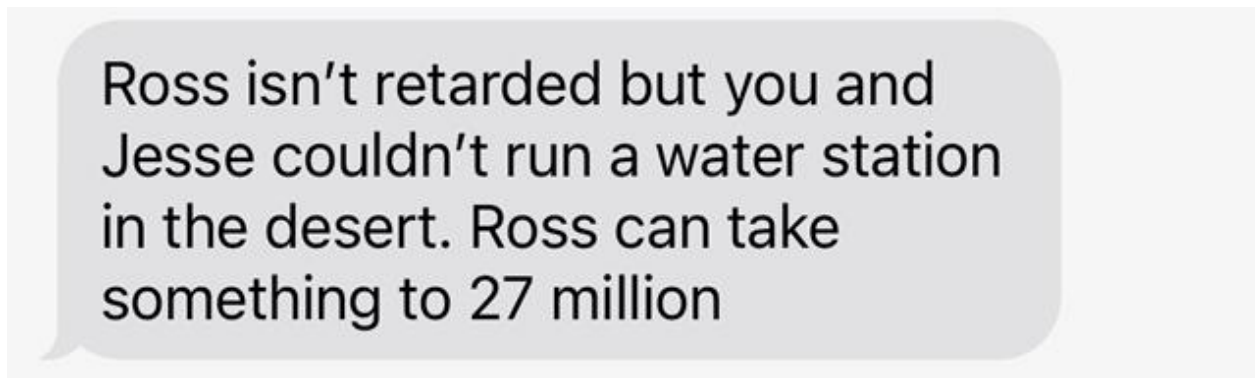
27. January 31, 2025: "Instead of telling people how bad of a person I am, why don't you tell them how big of a bitch you are. And fuck you for making people think I'm a bad person. You got beat in a foolish game[.]" And "I can go 20 hours a day. Talk shit and still get more accomplished than you in a that time than you do in a year."



28. April 26, 2025: "One last thing, bc it makes me laugh, tell Todd to be scared when the non-compete for multi is up, I've already played the residential team. My team is like woah for multi, beware". And "I went after athletes if you low iq fucks understands what that means".

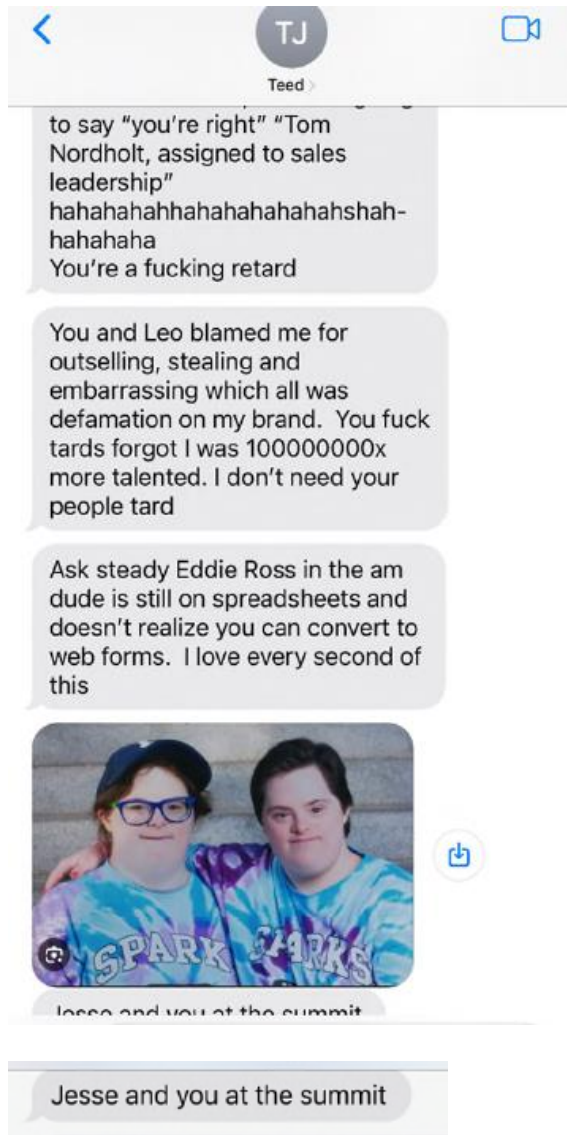


29. May 13, 2025: “Ross isn’t retarded but you and Jesse couldn’t run a water station in the desert.”

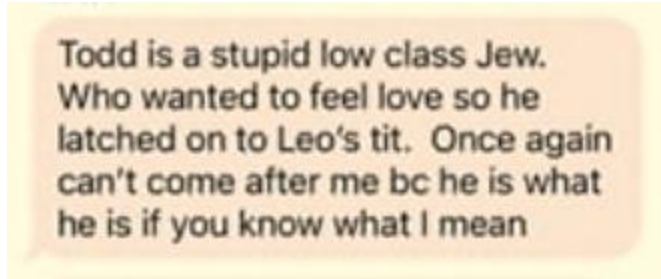


30. May 13, 2025: “You’re a fucking retard”; “You fuck tards forgot I was 100000000x more talented. I don’t need your people tard”

31. The May 13, 2025 text messages also included a photo of two individuals with Down’s Syndrome captioned, “Jesse and you at the summit”

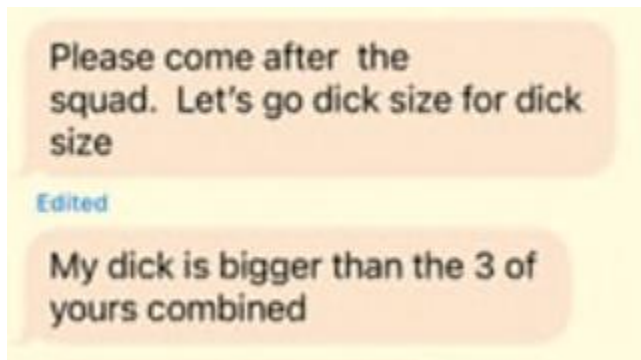


32. May 25, 2025: In reference to Todd Sandler, Feazel's President of Multi-Family and Commercial, and Leo Ruberto, Feazel's Chief Executive Officer and Owner, Defendant wrote, "Todd is a stupid low class Jew. Who wanted to feel love so he latched on to Leo's tit. Once again can't come after me bc he is what he is if you know what I mean"

A screenshot of a text message in a yellow bubble. The text reads: "Todd is a stupid low class Jew. Who wanted to feel love so he latched on to Leo's tit. Once again can't come after me bc he is what he is if you know what I mean".

Todd is a stupid low class Jew.
Who wanted to feel love so he
latched on to Leo's tit. Once again
can't come after me bc he is what
he is if you know what I mean

33. May 25, 2025: "Please come after the squad. Let's go dick size for dick size" "My dick is bigger than the 3 of yours combined"

A screenshot of two text messages in yellow bubbles. The first message says: "Please come after the squad. Let's go dick size for dick size". Below it, in smaller blue text, is the word "Edited". The second message says: "My dick is bigger than the 3 of yours combined".

Please come after the
squad. Let's go dick size for dick
size

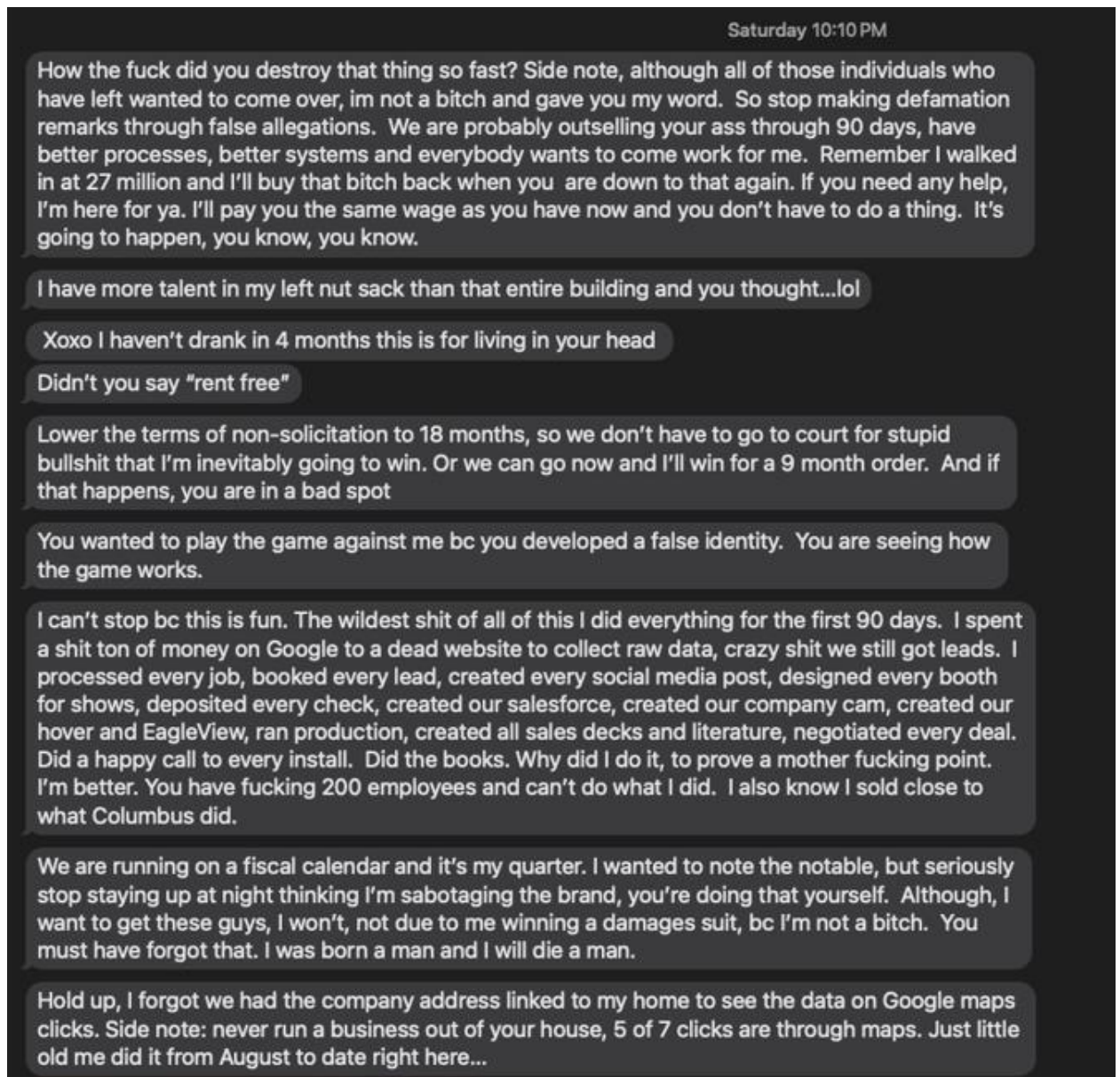
Edited

My dick is bigger than the 3 of
yours combined

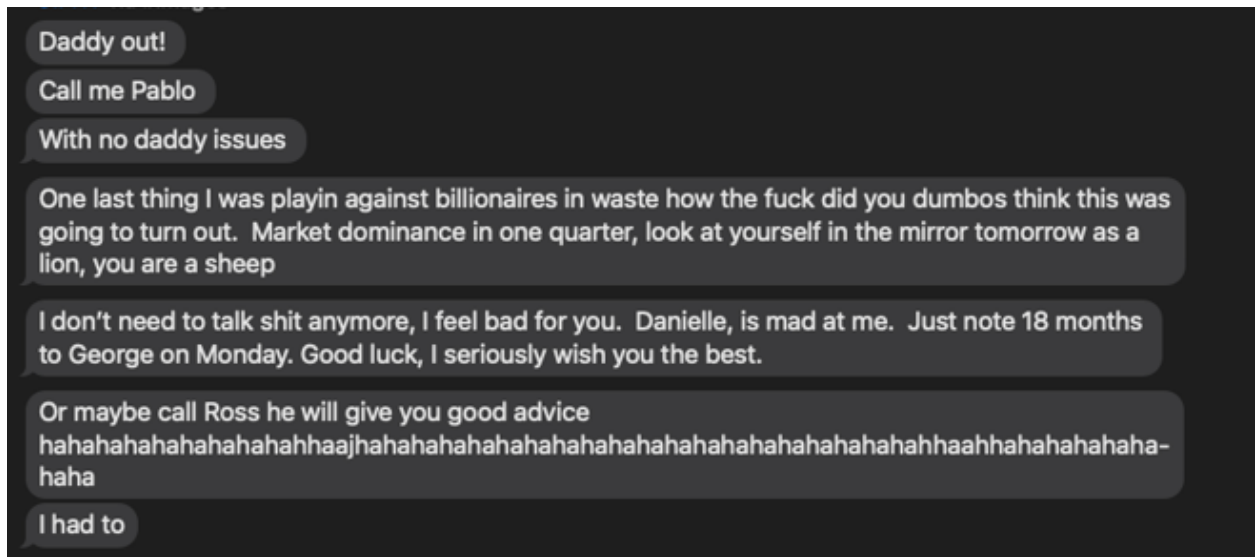
DISPARAGING FEAZEL

34. April 26, 2025:

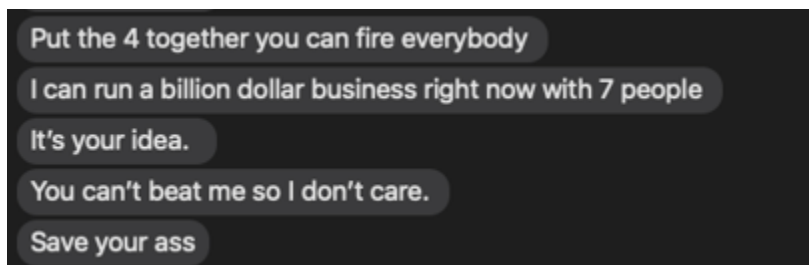
- a) "How the fuck did you destroy that thing so fast? ... We ... have better processes, better systems and everybody wants to come work for me."
- b) "I have more talent in my left nut sack than that entire building..."
- c) "You have fucking 200 employees and can't do what I did."



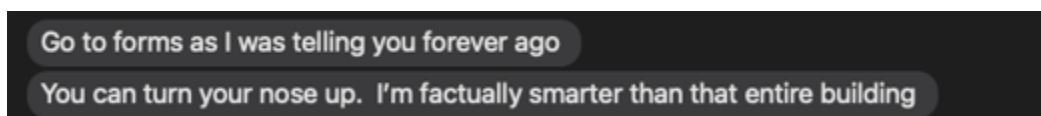
35. April 27, 2025: "One last thing I was playin against billionaires in waste how the fuck did you dumbos think this was going to turn out. Market dominance in one quarter, look at yourself in the mirror tomorrow as a lion, you are a sheep"



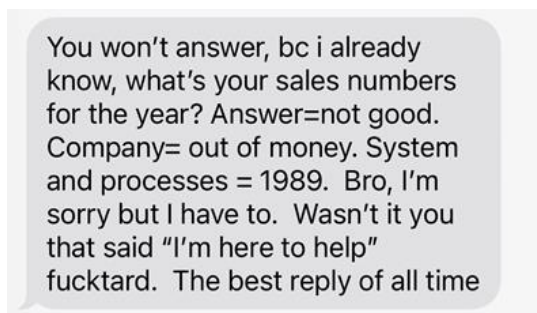
36. April 27, 2025: "You can't beat me so I don't care."



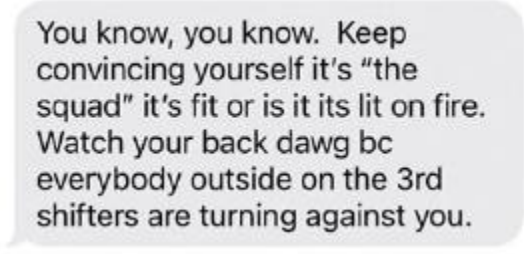
37. April 27, 2025: "You can turn your nose up. I'm factually smarter than that entire building"



38. May 13, 2025: "You won't answer, bc i already know, what's your sales numbers for the year? Answer=not good. Company= out of money. System and processes = 1989."

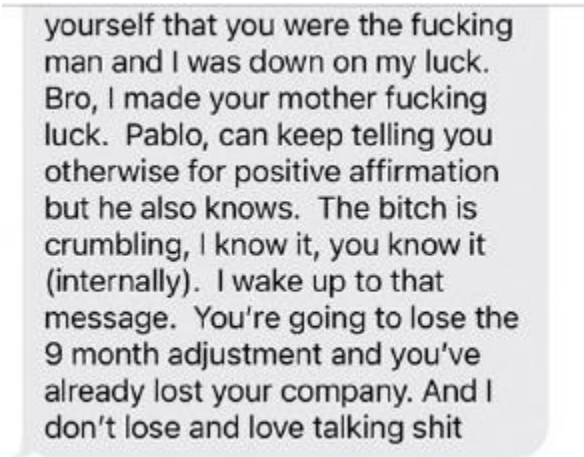


39. May 13, 2025: “Watch your back dawg bc everybody outside on the 3rd shifters are turning against you.”

A screenshot of a text message in a grey speech bubble. The text reads: "You know, you know. Keep convincing yourself it's 'the squad' it's fit or is it its lit on fire. Watch your back dawg bc everybody outside on the 3rd shifters are turning against you."

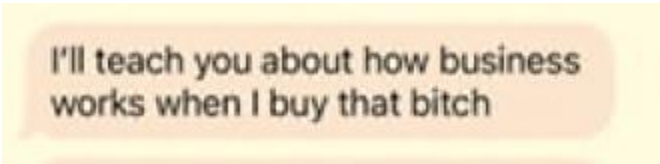
You know, you know. Keep convincing yourself it's "the squad" it's fit or is it its lit on fire. Watch your back dawg bc everybody outside on the 3rd shifters are turning against you.

40. May 13, 2025: “Pablo, can keep telling you otherwise for positive affirmation but he also knows. The bitch is crumbling...You're going to lose the 9 month adjustment and you've already lost your company.”

A screenshot of a text message in a grey speech bubble. The text reads: "yourself that you were the fucking man and I was down on my luck. Bro, I made your mother fucking luck. Pablo, can keep telling you otherwise for positive affirmation but he also knows. The bitch is crumbling, I know it, you know it (internally). I wake up to that message. You're going to lose the 9 month adjustment and you've already lost your company. And I don't lose and love talking shit"

yourself that you were the fucking man and I was down on my luck. Bro, I made your mother fucking luck. Pablo, can keep telling you otherwise for positive affirmation but he also knows. The bitch is crumbling, I know it, you know it (internally). I wake up to that message. You're going to lose the 9 month adjustment and you've already lost your company. And I don't lose and love talking shit

41. May 24, 2025: “I'll teach you about how business works when I buy that bitch”

A screenshot of a text message in a yellow speech bubble. The text reads: "I'll teach you about how business works when I buy that bitch"

I'll teach you about how business works when I buy that bitch

42. May 24, 2025: “I keep talking shit where is the real money coming after me. That's right there is no money. It's fake. Invest in a fake growth model.. hahahahahah gotcha bitch”

I keep talking shit where is the real money coming after me. That's right there is no money. It's fake. Invest in a fake growth model.. hahahahahah gotcha bitch

43. May 24, 2025: "Bitch I felt pain, not due to losing a job it's bc I decided to commit to a bitch to help him survive knowing he wasn't capable of scaling a business. #allhailpablo"

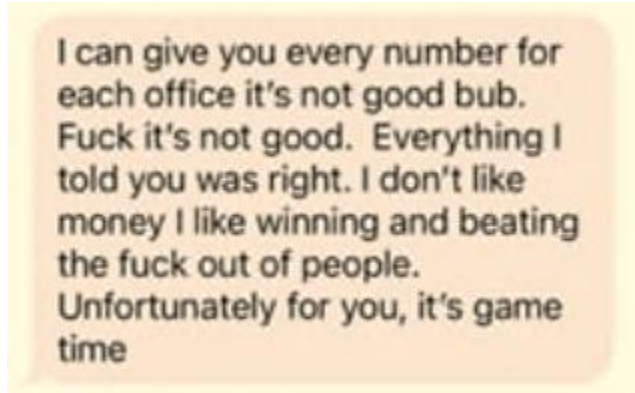
Bitch I felt pain, not due to losing a job it's bc I decided to commit to a bitch to help him survive knowing he wasn't capable of scaling a business. #allhailpablo

44. May 24, 2025: "Bro you are a pigeon I'm going to lay it out. You aren't talented. You aren't skilled."

Bro you are a pigeon I'm going to lay it out. You aren't talented. You aren't skilled. Rep the brand. I walked through the doors. That's your success story.

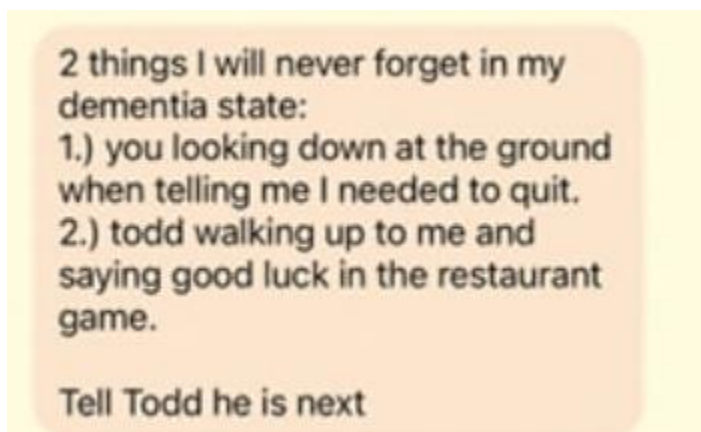
THREATENING MESSAGES

45. May 24, 2025: "I don't like money I like winning and *beating the fuck out of people*. Unfortunately for you, it's game time" (emphasis added)

A screenshot of a text message in a yellow bubble on a light orange background. The text reads: "I can give you every number for each office it's not good bub. Fuck it's not good. Everything I told you was right. I don't like money I like winning and beating the fuck out of people. Unfortunately for you, it's game time".

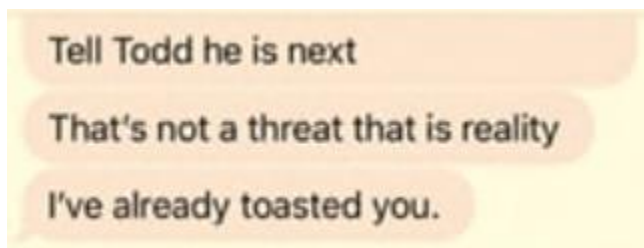
I can give you every number for each office it's not good bub. Fuck it's not good. Everything I told you was right. I don't like money I like winning and beating the fuck out of people. Unfortunately for you, it's game time

46. May 24, 2025: "2 things I will never forget in my dementia state: 1.) you looking down at the ground when telling me I needed to quit. 2.) todd walking up to me and saying good luck in the restaurant game. ***Tell Todd he's next.***" (emphasis added)

A screenshot of a text message in a yellow bubble on a light orange background. The text reads: "2 things I will never forget in my dementia state: 1.) you looking down at the ground when telling me I needed to quit. 2.) todd walking up to me and saying good luck in the restaurant game. Tell Todd he is next".

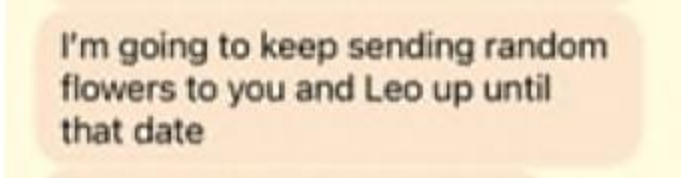
2 things I will never forget in my dementia state:
1.) you looking down at the ground when telling me I needed to quit.
2.) todd walking up to me and saying good luck in the restaurant game.
Tell Todd he is next

47. Defendant's May 24, 2025 message was immediately followed by, "***That's not a threat that is reality***" and "I've already toasted you." (emphasis added)

A screenshot of three text messages in yellow bubbles on a light orange background. The messages read: "Tell Todd he is next", "That's not a threat that is reality", and "I've already toasted you.".

Tell Todd he is next
That's not a threat that is reality
I've already toasted you.

48. May 24, 2025: I'm going to keep sending random flowers to you and Leo up until that date"

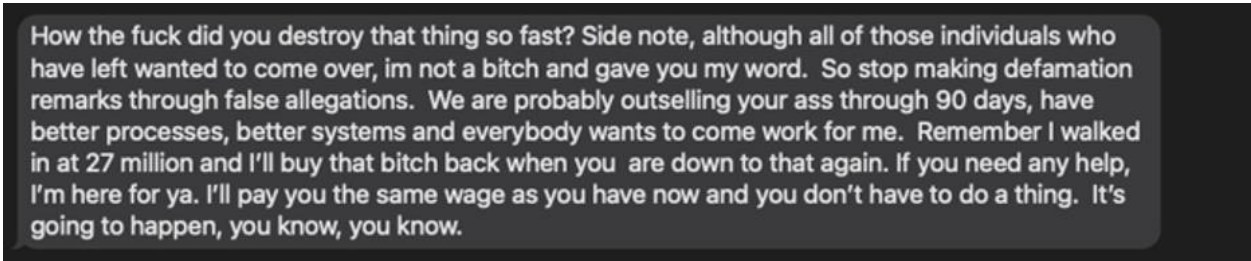


I'm going to keep sending random flowers to you and Leo up until that date

49. On May 24, 2025, Sherry received an anonymous Amazon delivery of fake flowers.

50. Upon information and belief, on or about May 24, 2025, Defendant sent fake flowers from Amazon to Sherry's personal residence.

51. In addition to sending disparaging and threatening messages about Feazel and its officers, employees, and an owner, Defendant, in violation of the express terms of the Separation Agreement, also solicited Sherry, Feazel's President of Residential Roofing, to work for Defendant's roofing company, offering "I'll pay you the same wage as you have now and you don't have to do a thing."



How the fuck did you destroy that thing so fast? Side note, although all of those individuals who have left wanted to come over, im not a bitch and gave you my word. So stop making defamation remarks through false allegations. We are probably outselling your ass through 90 days, have better processes, better systems and everybody wants to come work for me. Remember I walked in at 27 million and I'll buy that bitch back when you are down to that again. If you need any help, I'm here for ya. I'll pay you the same wage as you have now and you don't have to do a thing. It's going to happen, you know, you know.

52. As the messages above demonstrate, Defendant has disparaged Feazel and its officers and employees—including threats of physical harm—and solicited Feazel's President of Residential Roofing to work for his roofing company, in violation of the Non-disparagement and Restrictive Covenants provisions in the Separation Agreement.

53. By executing the Separation Agreement, Defendant expressly agreed that upon breach of the Non-disparagement provision of the Separation Agreement, he would pay liquidated damages to Feazel in the sum of \$140,000, the full amount of his separation payment. (Ex. B, ¶ 10.)

54. As a result of Defendant's unlawful actions, Feazel has suffered, and will continue to suffer, harm.

COUNT I
(Breach of Contract – Separation Agreement)

55. Feazel incorporates by reference the allegations contained in paragraphs 1 through 54 as if fully rewritten herein.

56. The Separation Agreement is a valid and enforceable contract.

57. Feazel fully complied with its obligations under the Separation Agreement.

58. Defendant breached the Separation Agreement by making disparaging remarks about Feazel, its officers, and employees.

59. Defendant also breached the Separation Agreement by soliciting Feazel's President of Residential Roofing to work for his company.

60. As a direct and proximate result of Defendant's breach of the Non-disparagement provision in the Separation Agreement, Feazel has suffered damages in the amount of \$140,000.

61. Additionally, as a result of Defendant's breach of the Restrictive Covenants provision in the Separation Agreement, Feazel has suffered damages in excess of \$25,000.

WHEREFORE, Plaintiff Feazel Inc. prays for judgment in its favor and against Defendant Teed J. Johnson as follows:

A. Liquidated damages in the amount of \$140,000 for Defendant's breach of the Non-disparagement provision in the Separation Agreement;

B. Compensatory damages in excess of \$25,000 for Defendant's breach of the Restrictive Covenants provision in the Separation Agreement;

C. Reasonable attorneys' fees and costs;

D. Pre-judgment and post-judgment interest; and

E. Such other relief as this Court deems just and proper.

Respectfully submitted,

/s/ Jason J. Blake

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Counsel for Plaintiff Feazel Inc.

JURY DEMAND

Plaintiff, Feazel Inc., hereby demands a trial by jury on all triable issues.

Respectfully submitted,

/s/ Jason J. Blake

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