

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Jaser Zaabri, Evolve Construction
& Restoration, and Evolve Construction LLC,.

CASE NO. _____

Plaintiff(s),

v.

VERIFIED COMPLAINT

Dmitry Lipinskiy, Roofing Insights, LLC,
Directorii, LLC d/b/a Directorii.com, RAFTRx, LLC, Matthew
Spanton, Chad T. Wilson, Chad T. Wilson Law Firm,
XYZ Roofco, LLC d/b/a RAFTRx, Justin Casequin, and Does 1-50.

Defendants.

COMES NOW, Plaintiffs Jaser Zaabri (“Zaabri”), Evolve Construction & Restoration, LLC, and Evolve Construction, LLC for their Verified Complaint against Defendants Dmitry Lipinskiy, Roofing Insights, LLC, Directorii, LLC a/b/a Directorii.com, XYZ Roofco, LLC d/b/a RAFTRx, Matthew Spanton, Justin Casequin, Chad T. Wilson, and Chad T. Wilson Law Firm collectively (“Defendants”), states and alleges as follows:

INTRODUCTION

1. This lawsuit arises from Defendants’ collective and illegal actions using their entities to participate in a civil conspiracy to engage in illegal acts including Violation of Rights of Publicity, violations of 15 U.S.C. Section 1125 (Lanham Act), Invasion of Privacy, Deceptive Trade Practices, Defamation, Defamation Per Se, Interference with Economic Advantage, and Extortion.

2. Indeed, Defendants used monetized media, paid amplification, and repeated republication across multiple platforms to falsely accuse Plaintiffs of crimes and professional dishonesty, including “insurance scams,” “fake damage,” “Ponzi scheme,” “stack and starve model,” “forgery,” and “going to jail,” to recruit Plaintiffs’ employees, and to divert Plaintiffs business opportunities.

3. Defendants also published content using Plaintiff Zaabri’s likeness and images without Plaintiff Zaabri’s consent.

4. Defendants also used Plaintiffs’ name, brand, and likeness to drive engagement, including publishing an image of Plaintiff Jaser Zaabri (“Zaabri”) “behind bars” without permission to reinforce the false narratives.

5. Defendants are organized by seasoned Defendant Dmitry Lipinskiy¹ (“Lipinskiy”) who maliciously decided to target Plaintiffs to destroy competition in the construction market place and redirect consumers to himself and vendors by whom he is compensated. Defendant Lipinsky refers business to preferred vendors within his network and receives payment for the referrals, but he does not disclose that relationship to consumers.

6. Defendant Lipinskiy’s conduct is even more troubling considering his history of violations arising out of similar conduct which establishes knowledge and malice intent toward Plaintiffs in this lawsuit.

7. Defendants all acted in concert to violate the law with malicious intent to injure Plaintiffs personally and through their businesses.

¹ Defendant Lipinskiy has been sued for similar conduct in Minnesota Federal District Court. See Case Number: 0:20-cv-02194-PJS-TNL, See Exhibit A, attached.

8. Defendants' acts were conducted even through childish creation of feuding rap songs with threatening language that cannot be reasonably defended by the accused parties in this case.

9. As such, Plaintiffs seek relief to recover economic, emotional, and actual damages resulting from irreparable harm as well as an injunction to prevent Defendants from further illegal actions.

PARTIES

10. Plaintiff Zaabri is a resident of California.

11. Zaabri is an individual associated the executive leadership of Plaintiffs Evolve Construction and Restoration, LLC and Evolve Construction, LLC, and is a target of Defendants' personal and professional attacks.

12. Plaintiff Evolve Construction & Restoration, LLC ("E&R") is a California entity that operates a construction and restoration enterprise in multiple states, with substantial business interests, employees, and customers nationwide.

13. Plaintiff Evolve Construction, LLC ("Evolve") is a Florida limited liability company affiliated with Evolve Construction & Restoration and operating under the Evolve Construction brand nationwide.

14. Defendant Lipinskiy is an individual and upon information and belief resides in Maple Grove, Minnesota.

15. Defendant Lipinskiy operates and controls Defendants Roofing Insights, LLC and Directorii, LLC dba Directorii.com and related platforms that monetize contractor advertising, leads, referrals, and brand sponsorships.

16. Defendant Roofing Insights, LLC (“Roofing Insights”) is a Minnesota limited liability company with a Registered Office Address of 454 West Eagle Lake Drive, Maple Grove, MN 55369, and a Principal Executive Office Address of 7308 Aspen Lane N STE 128, Brooklyn Park, MN 55428, according to records filed at the Minnesota Secretary of State.

17. Defendant Roofing Insights was founded by Defendant Lipinskiy and began with a YouTube channel and markets itself as education for roofers with the tagline “We Help Roofers Become Successful Business Owners” and “The Voice For The Roofing Community” with the web address <https://roofinginsights.com>. Roofing Insight has 37,000 subscribers on Youtube, and thousands of followers on Facebook, Instagram, and LinkedIn.

18. Defendant Directorii, LLC d/b/a Directorii.com (“Directorii”) is a Minnesota LLC with its principal executive office address located at 16650 Bass Lake Rd. Suite 102, Maple Grove, MN 55311.

19. Defendant Lipinskiy owns and controls Defendant Directorii.

20. Defendant Lipinskiy is also and owner of BEM Direct Supply, LLC located in Minnesota.

21. Defendant Lipinskiy is a habitual tortfeasor who involves himself in the professional smear campaign against targets he meticulously and calculatedly decides to destroy using his social media platforms.

22. Defendant Lipinskiy is the primary publisher and organizer of the campaign, operating through Roofing Insights channels and related pages, and coordinating publications, solicitation, and republication.

23. Defendant XYZ Roofco, LLC d/b/a RAFTRx (“RAFTRx”) is a Georgia LLC located at 3075 Breckinridge Blvd #470, Duluth, GA 30096.

24. Defendant RAFTRx is roofing company competing with Plaintiffs' Businesses.

25. Defendant Chad T. Wilson ("Wilson") is a Texas resident and an attorney licensed to practice in Texas.

26. Defendant Chad T. Wilson Law Firm, PLLC ("Wilson Law") is located at 455 E. Medical Center Pkway, Ste 555, Webster, TX 77598. Wilson Law paid for sponsorship placement and paid for promotional benefit adjacent to or within the challenged publications and continued such association after notice of falsity.

27. Defendant Justin Casequin is a former employee of Evolve Companies and is a resident of Idaho.

28. Defendant William Meyer is a Minnesota resident.

29. Defendant Matthew Spanton is a Florida resident and is a president of Defendant RAFTRx.

30. Plaintiffs allege additional Defendants as Does 1–50, whose identities will be learned through expedited discovery, including anonymous account holders, paid amplifiers, editors/producers, and business entities that funded or coordinated publication.

JURISDICTION AND VENUE

31. Venue is proper because Defendant Lipinsky resides in Hennepin County, and one or more of the causes of action asserted by Plaintiffs arose here.

32. This Court has personal jurisdiction over each Defendant because they purposefully directed tortious and commercial conduct at Minnesota and/or created and distributed content from Minnesota that was aimed at Plaintiffs and caused foreseeable harm to Plaintiffs' business and reputation.

33. The Court has personal jurisdiction over Defendants Lipinskiy, Roofing Insights, and Directorii, because these Defendants are residents and/or businesses domiciled or operates in or about Minnesota.

FACTUAL BACKGROUND

A. Plaintiff's History and Business.

34. Plaintiff Zaabri is the Charmain of the Board of Evolve Holdings and its Subsidiary entities, including Plaintiffs Evolve Construction & Restoration, LLC and Evolve Construction, LLC, that have established a successful business in the field of construction and restoration.

35. Plaintiffs Evolve Construction & Restoration, LLC and Evolve Construction, LLC hereinafter (“Evolve Construction Companies”) are both subsidiaries of Evolve Holdings with a national presence.

36. Plaintiff Zaabri, and the Evolve Companies have had a long history of building their business in the field of construction restoration.

B. Evolve Retains Employees Defendant Justin Casequin and William Meyer.

37. On or about October 2, 2024, Defendant Casequin entered an independent contractor relationship with Evolve Construction.

38. Defendant Casequin's duties at Evolve included commercial sales, sales management, operations, buildings and leading sales high performance team, business development, sales team development and operational leadership.

39. On or about January 2023, Defendant William Meyer (“Meyer”) entered an independent contractor relationship between Evolve Construction.

40. Meyer was a sales representative for Evolve.

41. Defendants Casequin and Meyer both had contracts, governed by Florida law that included language where the contractors agreed to:

- a. Not to use leads or clients lists and client identities after their employment with Evolve;
- b. During the Evolve Construction Contractor Contract and for a period of two years following termination, not to compete against Evolve Construction;
- c. During the Evolve Construction Contractor Contract and for a period of two years following termination not to induce, influence, combine or conspire with, or attempt to induce, influence, combine or conspire with, any employee, agent, or consultants of Evolve Construction to terminate their relationship with or compete against Evolve Construction;
- d. During the Evolve Construction Contractor Contract and for a period of two years following termination, not to induce, influence, combine or conspire with, or attempt to induce, influence, combine or conspire with, any employee, agent, or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- e. During the Evolve Construction Contract and for a period of two years not to engage in any business with any customer of Evolve Construction;
- f. Not to disclose confidential information learned during the time serving as a contractor of Evolve Construction;
- g. Not improperly disparage Evolve Construction, and
- h. Repay any draw not earned.

42. Defendants Casequin and Meyer assumed and agreed to the duty of good faith and fair dealing to Evolve Construction.

43. Both Defendants Casequin and Meyer decided to conspire with Defendants to violate several of the above duties which were prohibited by the Evolve Construction Contract.

44. Defendants Casequin and Meyer improperly competed with Evolve Construction by using leads or client lists and client identities after employment with Evolve Construction, by disclosing confidential information, and by improperly disparaging Evolve Construction.

45. Defendants Casequin and Meyer worked with Evolve Construction during all times relevant that they were speaking with and disclosing confidential information to the other Defendants.

46. Defendant Casequin and Defendant Lipinsky have been friends since at least 2021.

47. Upon information and belief, Defendant Casequin met with Defendant Lipinskiy providing Defendant Lipinskiy confidential, business, and other information regarding Plaintiffs' business..

48. Defendant Casequin and Defendant Lipinskiy worked together to use the information to steal clients and publish information that would defame and torment Plaintiffs.

49. At the time of employment and after termination of Defendant Casequin, Defendants, including Lipinskiy, Casequin, and others began a campaign to humiliate, scare, harass, torture, and interfere with the business advantage of Plaintiffs.

50. Defendants targeted Plaintiffs' personal and business contacts communicating defamatory and illegal communications in effort to destroy Plaintiffs' personal lives and businesses.

51. Defendants Casequin and Meyer knew many of the Evolve Clients as well as the Clients Contracts because of their employment with Evolve Construction.

52. At the direction of Defendant Lipinskiy, Defendant Casequin and Defendant Spanton intentionally communicated with Evolve Clients with an intention to unjustifiably interfere with the Client Contracts for their own personal financial benefit and for the financial benefits of the Defendant corporations, including RAFTRx where Defendant Spanton is an officer.

53. In doing so, Defendant Casequien, Defendant Spanton, and Meyer caused or contributed to Evolve Clients attempting to and in fact breaching their Contracts with Evolve.

54. Evolve Construction has many professional relationships with colleagues, employees, vendors, and contractors.

55. Eventually, Meyer was asked to appear on an interview with Defendant Lipinskiy that was published by Defendant Lipinsky on his Roofing Insights channel discussing Plaintiff Zaabri and the other Plaintiffs business construction company.

56. Meyer believed the interview scope concerned another company, but Defendants and in particular Defendant Lipinskiy repackaged and spun the content into an accusation against Evolve, including by tying it to competitor recruitment and diversion.

57. On or around September 2025, Plaintiffs discovered that Defendant Casequin was working at Defendant RAFTRx while he was working with Evolve.

58. Defendant RAFTRx is a direct competitor of Evolve.

C. Defendants Distribution Channels

59. Defendant Lipinski operates a multi-platform publication loop²: (i) original posts and videos, (ii) republication and amplification by affiliates, consultants, and former inside actors, (iii) solicitation of additional complaints and negative reviews, and (iv) monetization and diversion through sponsor placement and contractor referral platforms.

60. Defendant Lipinskiy is a habitual tortfeasor who involves himself in the professional smear campaign against targets he meticulously and calculatedly decides to destroy using his social media platforms to gain an improper commercial advantage.

² “Publication loop” refers to one of three distinct concepts depending on the context: a broken publishing process, a content strategy cycle, or a networking platform.

61. Defendant Lipinskiy is the primary publisher and organizer of the campaign against Plaintiffs, operating through Roofing Insights channels and related pages, and coordinating publications, solicitation, and republication.

62. The challenged content containing images, content, and information about Plaintiffs is presented as “factual reporting” and disseminated in a commercial context, including advertisements, sponsorship overlays, affiliate links, and calls to action directing viewers to recommended contractors and marketplaces from which Defendant Lipinsky profits

63. The publications challenged by Plaintiffs include sponsor overlays, sponsor shoutouts, and affiliate links to products and services, including contractor referral links to Defendant Directorii and product links to BEM Direct and coaching links to Defendant Lipinsky’s Roofing School.

64. Plaintiffs also challenge Defendant Roofing Insights episodes directed at Plaintiffs that carry explicit monetization and lead-routing calls-to-action in their descriptions, including “Contractors I recommend” links to Directorii, promotion of Lipinskiy’s coaching program (“Roofing School”), product links (including BEM Direct), and a direct contact number (612-558-4881), and were published with measurable reach reflected in view counts and dates.

65. Defendants advertise and direct consumers to “preferred contractors” who pay Defendants to be on the list.

66. In violation of the law, Defendants do not disclose that the “preferred contractors” pay to be on the list.

67. Defendants used the challenged narrative to recruit Evolve personnel leading to roughly 30 individuals leaving the company, diverting leads, and routing homeowners and

contractors away from Plaintiffs and toward competitor businesses and platforms, including entities operated or controlled by Defendants Lipinskiy, Spanton, and Casequin.

68. Defendants and affiliated actors publicly encouraged additional victims to come forward, promised class action recoveries, and directed viewers to competitor aligned resources, intensifying disruption to Plaintiffs' operations.

69. Defendant Wilson Law Firm pays for branding and is featured as sponsor placement in the challenged content.

70. Defendants Wilson and Wilson Law are long-time financiers of Defendant Lipinskiy and his companies.

71. Despite having low reviewing ratings, Defendant Lipinskiy refrains from publishing to the public the reviews for Wilson and Wilson Law but raises inquiry about negative reviews as it pertains to Plaintiffs.

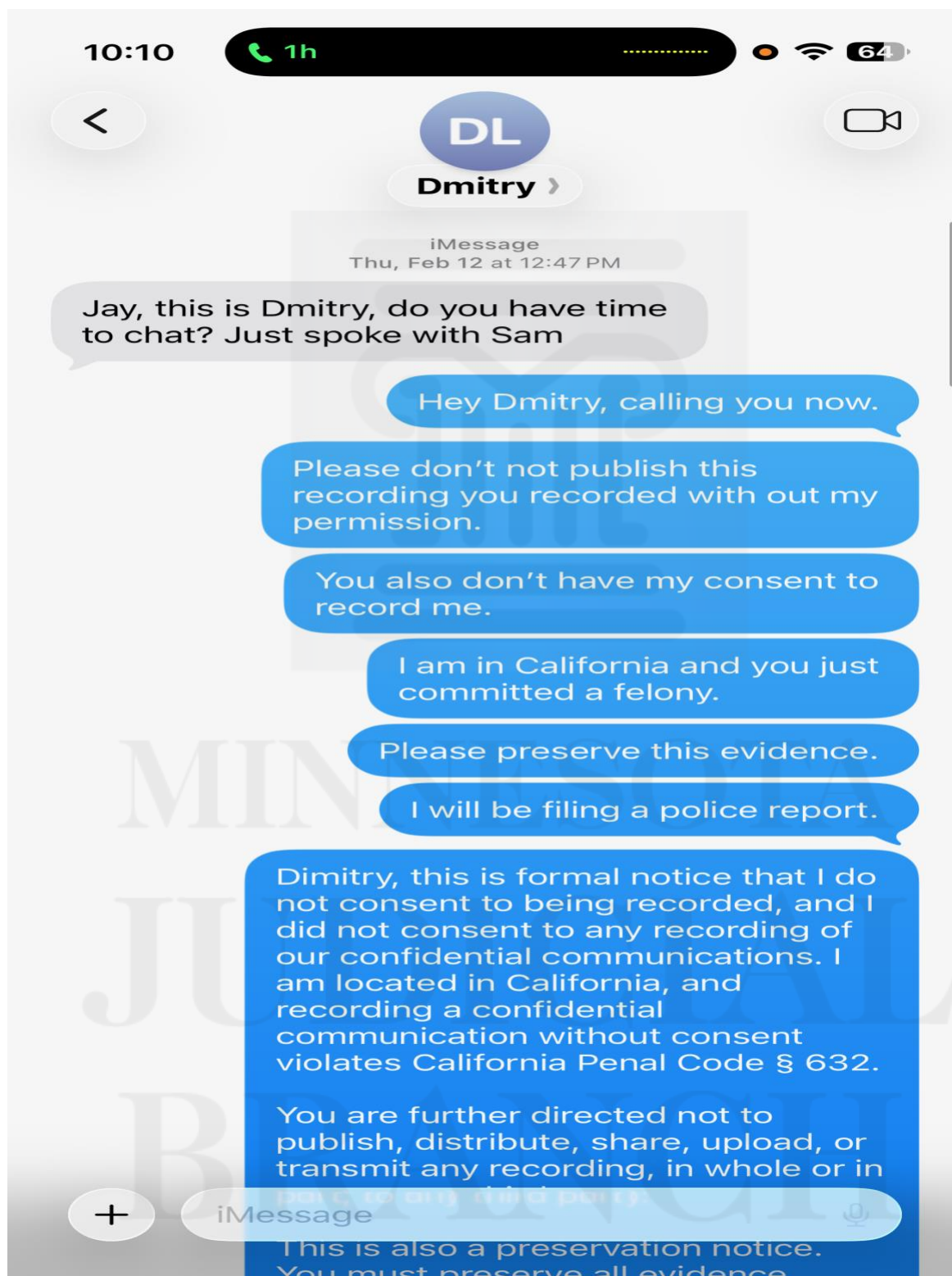
72. Upon information and belief, Wilson Law Firm knew or should have known that the content disseminated about Plaintiffs including but not limited to distasteful rap songs that spew threatening language is defamatory.

73. Plaintiffs provided formal notice demanding dissociation and removal of brand placement.

74. Defendant Wilson Law Firm did not cure after notice.

D. Core defamatory and disparaging themes.

75. On February 12, 2026, Defendant Lipinskiy texted Plaintiff Zaabri requesting that Plaintiff Zaabri contact him as displayed below:



76. On that same day, Defendant Zaabri spoke with Defendant Lipinskiy and while on the call realized that Defendant Lipinskiy was recording and setting him up.

77. Plaintiff Zaabri left the call and immediately texted Defendant Lipinskiy that stating that he did not consent to a recorded call, that Defendant Lipinskiy knew he was located in California at the time of the call, and told him to not publish the recording.

78. On or about February 13, 2026, and despite Plaintiff Zaabri's request, Defendant Lipinskiy published a video³ on his Instagram account stating that his company investigates "scammers" in the construction industry using the telephone call with Plaintiff Zaabri.

79. Defendant Lipinskiy purports to be a credible investigator and/or news journalist, but violates the independent journalism code of ethics.

80. Defendant Lipinskiy in the edited video targets Plaintiff Zaabri with a tirade of insults and threats stating that Plaintiff Zaabri is a criminal with activity confirmed by alleged "whistle blowers".

81. Defendant Lipinskiy states that a former employee of Evolve named "Bill" came to Defendants to "whistleblow" on how Evolve "manufactured insurance claims".

82. But "Bill" as referenced in the video only addressed his experience with a company that was not Evolve Construction.

83. Instead, Defendant Lipinskiy republished the defamatory remarks to misguide his audience that Plaintiffs were validly on "scam alerts" section on Defendant Directorii.

84. Defendant Directorii is owned and controlled by Defendant Lipinskiy.

85. Defendant Lipinskiy never articulates to his audience that Evolve Construction was a paid vendor on the website in good standing.

³ <https://www.instagram.com/reels/DUvWGnzDpgY/>

86. Plaintiff Zaabri spoke with a person who knew Defendant Lipinskiy to discuss Defendant Lipinskiy's defamatory remarks, the damages it was causing, and to amicably resolve the dispute.

87. Regarding the call with Plaintiff Zaabri, Defendant Lipinskiy advocates that Minnesota is a one consent state and that he secretly recorded Plaintiff Zaabri with the understanding that Plaintiff Zaabri was in California at the time of the call.⁴

88. Defendant Lipinskiy tells Plaintiff Zaabri that other people left the room, but deceitfully fails to tell him that he was recording and would republish the call, his voice, and image of him and the Plaintiff Companies.

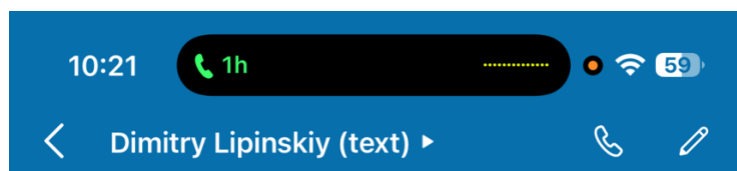
89. Defendant Lipinskiy intentionally decided to publish photographs of Plaintiff Zaabri discussing alleged criminal conduct.

90. Defendant Lipinskiy continued to republish the video with the intent to ensure mass distribution.

91. Defendant Lipinskiy also created text chat groups entitled, "Evolve Retard Group" underscoring Defendant Lipinskiy's personal animus and malice towards Plaintiffs.

92. Defendant Lipinskiy also republished on Facebook a "voting" request asking whether he should publish the phone call with Plaintiff Zaabri as seen below:

⁴ A Minnesota resident who secretly records a telephone conversation with a person in California, knowing that California requires all-party consent, faces potential liability under California law despite Minnesota's one-party consent statute.



and related state rules. They are not meant to be recorded, selectively edited, turned into content, or used as public leverage.

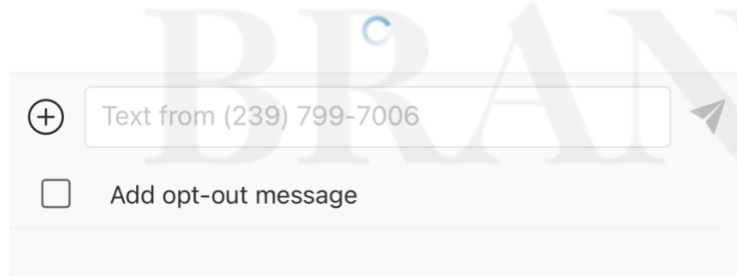
You have now publicly acknowledged the existence of this California call and are soliciting votes on whether to publish it. This is evidence of willful intent to publish an unlawfully obtained recording and it increases both criminal and civil exposure.



2/13/26, 12:59 PM

Go fuck yourself

I have secret weapon. Come after me one more time and you will find out what it is



93. Through the various channels controlled and operated by Defendants above named, Defendant Lipinskiy and the other Defendants accused Plaintiff Zaabri of criminal

conduct and professional dishonesty, including claims of 'insurance fraud,' 'fake damage,' 'Ponzi scheme,' 'stack and starve,' forgery, and that Plaintiff Zaabri 'should be in jail.'

94. Defendants published AI generated composite imagery depicting Plaintiff Zaabri behind bars and captions stating he should be in jail, conveying guilt as a fact and inflaming harassment.

95. Defendants created or distributed AI composite images and edited graphics depicting Plaintiff Zaabri in jail attire or behind bars and paired those images with accusations of criminal wrongdoing, without authorization.

96. Defendants further published and promoted a video episode framed as an expose of 'Fake Damage & Insurance Scams' and tied it to Plaintiffs and the Evolve brand, including directions to report contractors on Defendant Directorii and solicit further accusations.

97. Plaintiffs documented instances where third parties aligned with the competitor network contacted Plaintiffs' charitable partners and board members to disrupt relationships and pressure Plaintiffs to change public messaging, reflecting targeted interference beyond ordinary online commentary.

98. In all, Defendants' YouTube showing Defendants' publications and metrics, including: (a) "Homeowner Calls Me: \$38,000 Claim... Only \$13,000 of Work (Evolve + Bulldog)" (Feb. 20, 2026; 1,632 views; 37 likes) with embedded promotional links to Directorii and Dmitry's coaching program; (b) "Jaser 'Jay' Zaabri... Calls Me Over \$2M Lawsuit Threat" (Feb. 14, 2026; 2,511 views; 39 likes) with embedded promotional links including Directorii, Roofing School/coaching, and BemDirect; (c) "Evolve Construction & Jay Zaabri Under Fire" (Feb. 28, 2026; 1,425 views; 28 likes) with embedded promotional links; and (d) "Caught on Camera: Roofing Sales Rep Exposes Fake Damage & Insurance Scams" (Oct. 5, 2025; 4,383

views; 67 likes) with embedded promotional links have and continue to create on going irreparable harm.

99. These links appear directly beneath the challenged content and function as calls-to-action that divert viewers to Plaintiffs' commercial properties.

100. The challenged statements and the monetization calls-to-action are presented together as part of the same publication.

101. Defendants' publications accuse Plaintiffs of fraud, "fake damage," insurance scams, and other serious wrongdoing, and they imply criminality and imprisonment. These statements have caused ongoing harm to Plaintiffs' reputation, business relationships, recruiting, and customer trust.

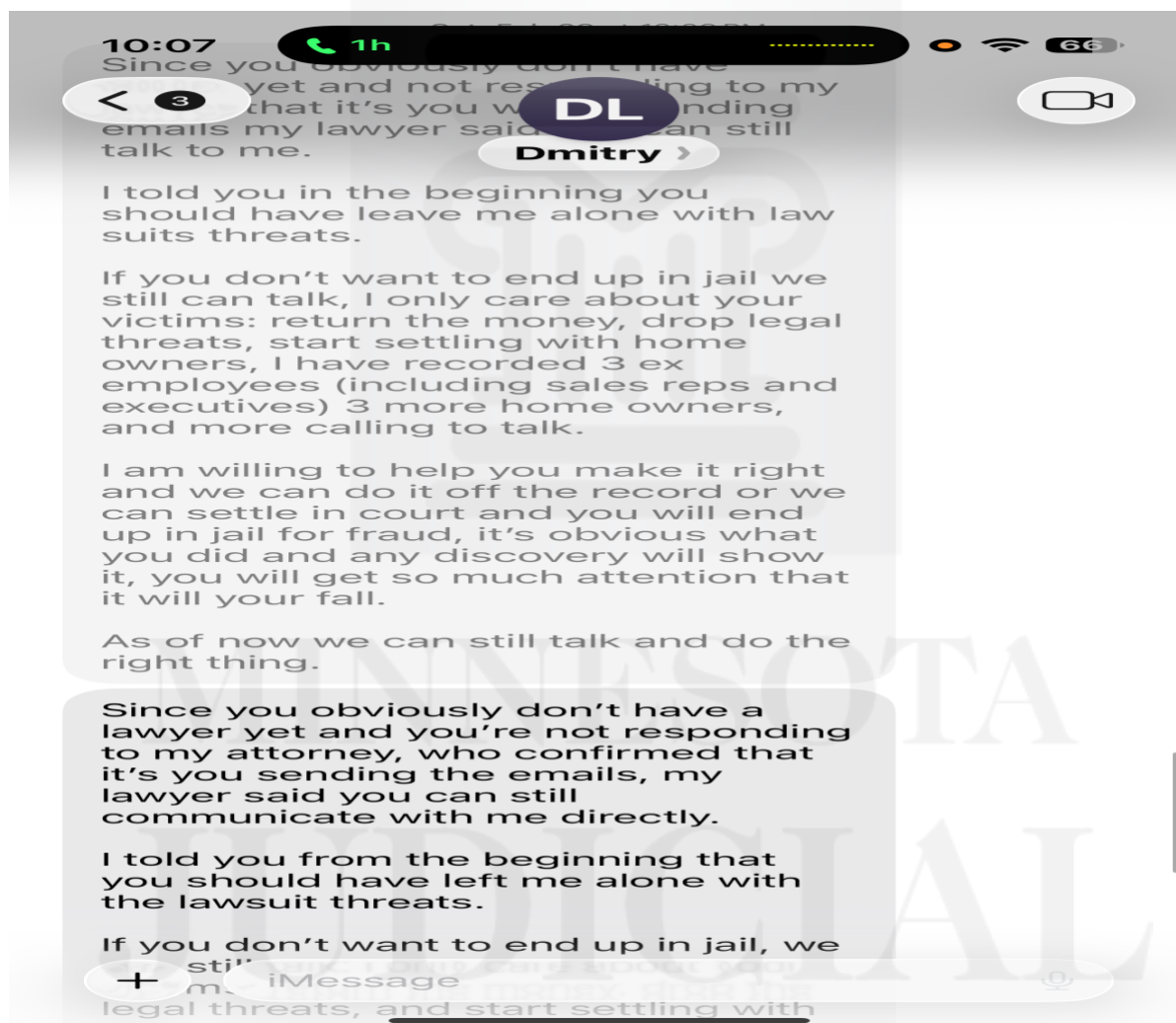
E. Unlawful recording and selective publication by Defendant Lipinskiy.

102. Meyer later criticized Defendant Lipinskiy for recording private calls and using recordings and negative "exposés" to generate views and financial gain, and further stated that Defendant Lipinskiy takes public "shots online" without verifying facts or hearing both sides, supporting Plaintiffs' allegations of knowing or reckless disregard for truth and a monetization-driven publication strategy.

103. Defendants recorded and published communications with Plaintiffs without consent in jurisdictions requiring consent and used the recordings to misrepresent Plaintiffs and to solicit further pile on accusations.

104. Plaintiffs' warned that the publication would generate unnecessary discovery and prejudice, and Plaintiffs did not knowingly consent to being recorded or having the content republished as a public narrative.

105. Instead of acting with reason and civility, Defendant Lipinskiy apparently sought the advise of legal counsel who allegedly told him that Defendants' behaviors were not in violation of the law.



106. Plaintiff Zaabri repeated told Defendant Lipinskiy to stop contacting and harassing him.

107. Defendant Lipinskiy ignored this requested and repeatedly contacted Plaintiff Zaabri.

108. Regardless, the depictions published by the Defendants constitute misappropriation of likeness and false endorsement and are used for commercial gain, solicitation, and intimidation.

F. Coordinated fake review campaign.

109. Plaintiffs have documented a pattern of rapid, low detail one-star reviews posted by restricted profile accounts immediately following defamatory publication surges, consistent with coordinated review bombing.

110. Recent examples include one-star reviews from accounts with restricted profiles and apparent shared identifiers, posting within minutes or hours of each other, and avoiding substantive job details.

111. This review campaign materially harms Plaintiffs' ratings, consumer trust, recruiting, and vendor relations, and supports the inference of coordinated conduct and actual malice.

G. Defendants Harassment, Coercion, and Threats.

112. Defendants and unknown associates sent several messages to Plaintiff Zaabri and the Evolve Companies that were coercive communications demanding that Plaintiffs cease legal actions, 'return the money,' and 'start settling' under threat of continued publication and criminal referral efforts.

113. Defendant Lipinskiy also communicated through intermediaries that he would remove certain videos only if Plaintiffs withdrew claims or reached settlements, and that he would not remove Evolve from his "consumer alert" list, underscoring a coercive attempt to leverage publication as bargaining power.

114. Plaintiffs continued to receive threatening messages from unknown numbers claiming coordination with '35 sales guys' and promising to make the matter go viral, evidencing coordinated harassment and intimidation.

115. Defendants contacted Zaabri stating that they would take the publications down if he would pay to “settle”.

116. These depictions constitute misappropriation of likeness and false endorsement and are used for commercial gain, solicitation, and intimidation.

117. Plaintiffs have preserved communications evidencing attempted review manipulation and extortion, including demands for payment in exchange for posting, removing, or changing reviews, which supports the inference that portions of the review activity are coordinated and economically motivated.

118. Multiple recent one-star reviews appear to originate from restricted profiles using the same email handle while presenting different reviewer names, which is consistent with a coordinated fake-review campaign.

119. In direct communications, Defendant Lipinskiy responded with hostile language and threatened that he has a “secret weapon” if Plaintiffs pursue the matter further.

120. Even after a grieving family member sent a heartfelt private message asking for removal of the defamatory content, Defendants or their associates publicly mocked the request, stating that 'playing the sister card is another level,' and used the incident to further inflame the audience and encourage additional targeting.

121. Defendants publicly discussed who should be targeted next, demonstrating vindictive intent and a pattern of serial reputational sabotage.

122. Defendants and republishes also used obscene and discriminatory slurs and insults directed at Plaintiff Zaabri to inflame audiences and intensify harassment, including a public Instagram story captioned “GAY ZEE IS BACK” and comments labeling Plaintiff as a “big pussy”.

H. Republication and Song Distribution With Threats of Violence.

123. On or around February 15, 2026, Defendant Casequin and Defendant Spanton, created a rap song similar to 2 PAC’s “Hit Em’ Up” song which was a public death threat to another rapper on the East Coast.

124. The original “Hit ‘Em Up” is a diss track by American rapper 2Pac released on June 4, 1996.

125. The song's lyrics contain extremely vicious insults to several East Coast rappers. The 2 PAC song was a lyrical vulgar detail sexual experiences with another rappers wife, violent behavior, and threats of killing the rapper. Ultimately, the rappers subject to the song were both murdered.

126. “Hit ‘Em Up” had a large role in exacerbating the East Coast-West Coast hip hop rivalry. Following its release, the East Coast rappers insulted in the song responded through tracks of their own.

127. The controversy surrounding the song is due in part to 2Pac’s drive-by-shooting only three months after its release.

128. Here, the Defendants involved including Defendant Casequin and Defendant Spanton along with the financial and distribution assistance with other Defendants such as Sawmill Capital, and Defendant Lapinski and sends a similar message to Plaintiff Zaabri like the song “Hit Em Up”.

129. In similar design to the original “Hit Em Up” that starts out by stating, “That why I F*%* your B\$%ch you fat Mutha F&^%#”, Defendants’ song begins with “*Jay Zaabri you slummy F\$&#*@# Fraud*” *Hail Minnesota Scamming Hard*”.

130. In particular, the lyrics state that Plaintiff Zaabri “rips off customers from Coast to Coast”, “lying through your teeth”, “ripping off homeowners”, “more like evolve extortion”, “snatching checks and moving like a ghost”, “most complaints in the game”, “fraudulent m\$#*% f#%#*#”.

131. The song goes on the threaten to “leak files to the AG” referring to the Minnesota Attorney General and the Federal Agents. This further underscored by the lyrics, “you know I got the dirt waiting for ya”.

132. Defendant Casequin sent the song to sales representatives of Evolve Construction with the intent to cause them to leave the company.

133. After the distribution of the song to Evolve workers, Plaintiffs have seen another departure of staff crippling the company.

134. Again, on March 11, 2026, Defendants then republished another rap song that included Plaintiff Zaabri but also Plaintiff Julian.

135. In that song, Defendants called Plaintiff a “scammer”, fraud god”, “fake CEO”, “puppet on strings” and “stealing checks”.

136. Plaintiff has also received reports that Defendant Lipinskiy stated on a public Zoom call that he would “make sure” Plaintiff “go[es] to jail for the rest of [his] life,” and that he would conduct “more investigation” and provide it to authorities, reinforcing the intimidating tenor of the campaign.

137. Defendants monetized and amplified the content through sponsorships, advertising placement, and promotion, and they encouraged viewers and industry participants to act on the accusations by avoiding Plaintiffs, reporting Plaintiffs, and/or using competing services.

I. Defamation Per Se Categories and Accusations of Crime.

138. The publications include accusations that Plaintiffs commit crimes and professional misconduct, including but not limited to: Accusations of insurance fraud and “insurance scams.”, Accusations of intentionally creating or faking damage on homeowners’ roofs, Accusations of “Ponzi scheme” and “stack and starve model” as criminal or fraudulent business conduct, Accusations of forgery and falsifying checks or signatures, Statements that Plaintiffs will “go to jail” or are subject to felony criminal conduct.

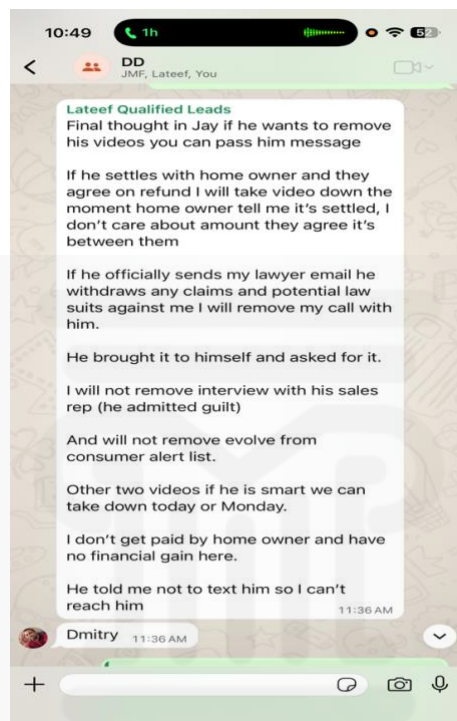
139. These statements are defamatory per se because they impute criminal conduct and professional dishonesty, and they are inherently injurious to a construction and restoration business and its executive leadership.

J. Coerced Testimony and Actual Malice.

140. Plaintiffs have evidence that a primary source featured in the publication indicated he felt set up and pressured. Defendants were notified of falsity and context issues and refused to correct the record. Continued publication after notice supports actual malice and deliberate disregard for truth.

141. Instead, Defendants reached out to Plaintiffs stating that they will remove the content if he pays them or “go to jail” as seen below.

142. Defendant Lipinskiy reached out to Plaintiff Zaabri and Plaintiffs stating that he would remove the content unless they acted accordingly as seen below:



K. Special Damages and Business Interference.

143. Plaintiffs have suffered and continue to suffer concrete commercial losses including lost deals, withheld payments, recruiting losses, diverted projects, reputational injury causing customer hesitation, and increased costs for crisis response.

144. Under United States Federal Trade Commission (FTC) guidelines, it is a requirement for a company or individual to disclose that vendors paid for a recommendation if a "material connection" exists.

145. Defendants Lipinsky and Directorii did not properly do that here.

146. If the payment, free product, or financial relationship between the recommender and the vendor could affect the credibility or weight a consumer gives to that recommendation, that relationship must be disclosed clearly and conspicuously.

147. Defendant Lipinsky operates Directorii.com to endorse listed contractors and refer potential clients to them. Directorii.com does not disclose that the preferred contractors pay a substantial fee to be included in the list.

148. Under Minnesota law, posting someone's voice on YouTube and social media for commercial purposes without their consent violates their rights of publicity, which protects individuals from unauthorized commercial exploitation of their identity, including their voice.

149. Minnesota courts recognize the tort of misappropriation of publicity rights, which requires proof that the defendant used the plaintiff's identity without consent for commercial advantage.

150. Minnesota recognizes a common law right of publicity that protects against unauthorized commercial use of a person's identity.

151. The commercial nature of the activity is particularly significant when sponsorships are involved.

152. Courts have found that using an individual's identity "in connection with services rendered by the user" constitutes commercial advantage, and "the commercial advantage element of the right of publicity focuses on the defendant's intent or purpose to obtain a commercial benefit from use of the plaintiff's identity.

153. Defendants obtaining sponsors while distributing voice recordings demonstrates a clear intent to profit commercially from another person's identity.

154. Defendants posting voice recordings on YouTube and social media with sponsorship arrangements constitute exploitation of the person's voice and image for commercial gain.

155. The absence of consent is a critical element of the claim.

156. Courts have distinguished between authorized news reporting or commentary about public figures and unauthorized commercial exploitation.

157. While the First Amendment may protect some uses of identity in expressive works, Defendants have no protection and the behavior does not extend to commercial advertising or sponsorship arrangements where the primary purpose is commercial gain rather than expression.

158. The fact that the Plaintiff whose voice is being used was not informed that their voice would be republished strengthens the lack of consent element in this case.

159. Minnesota law requires actual consent for commercial use of one's identity, and the failure to obtain Plaintiffs collective consent or even seek such consent supports liability.

160. Defendants posting someone's voice on YouTube and social media for distribution with sponsorships without informing them or obtaining consent likely Minnesota's right of publicity law, exposing the Defendants doing so to liability for damages resulting from the unauthorized commercial exploitation.

161. Defendants received sponsorship with other defendants, published images and likeness of Plaintiffs without consent, and continue to do so after being told to stop and that their conduct is causing irreparable harm.

162. Defendants' conduct can only be described as punitive.

163. As such, and due to Defendants' blatant and candid disregard to discontinue behavior, Plaintiffs only recourse is to seek judicial intervention.

164. Defendant Directorii, located in Minnesota, operates related pages that function as a contractor marketplace and as a mechanism to publish or host 'scam alert' style content and to route users to recommended contractors.

165. Defendant Dorectorii recommends contractors and companies that have pre-paid a fee to be identified as preferred vendors.

166. However, Defendant Directorii makes no representation to consumers that the preferred vendors have paid for the endorsement.

COUNT I
VIOLATION OF RIGHTS OF PUBLICITY
DEFENDANTS DMITRY LIPINSKIY, ROOFING INSIGHTS, LLC,
DIRECTORII, LLC D/B/A DIRECTORII.COM, RAFTRX, LLC, MATTHEW
SPANTON, CHAD T. WILSON, CHAD T. WILSON LAW FIRM,
XYZ ROOFCO, LLC D/B/A RAFTRX, AND JUSTIN CASEQUIN

167. Plaintiffs repeat, reallege, and incorporate by reference, as if fully set forth herein, the allegations of the preceding paragraphs 1-167, as set above.

168. Under Minnesota law, posting someone's voice on YouTube and social media for commercial purposes without their consent violates their rights of publicity, which protects individuals from unauthorized commercial exploitation of their identity, including their voice.

169. Minnesota courts recognize the tort of misappropriation of publicity rights, which requires proof that the defendant used the plaintiff's identity without consent for commercial advantage.

170. Minnesota recognizes a common law right of publicity that protects against unauthorized commercial use of a person's identity.

171. The commercial nature of the activity is particularly significant when sponsorships are involved.

172. Plaintiffs repeat, reallege, and incorporate by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set above.

173. Defendants obtaining sponsors while distributing voice recordings demonstrates a clear intent to profit commercially from another person's identity.

174. Defendants posting voice recordings on YouTube and social media with sponsorship arrangements constitute exploitation of the person's voice and image for commercial gain.

175. Plaintiffs did not consent to the publication of their image and likeness.

176. As a result of Defendants' conduct, Plaintiffs have been harmed in an amount to be proven at trial but reasonably believed to be in excess of \$50,000.

**COUNT II
DEFAMATION
DEFENDANTS DMITRY LIPINSKIY, ROOFING INSIGHTS, LLC,
DIRECTORII, LLC D/B/A DIRECTORII.COM, CHAD T. WILSON, AND CHAD T.
WILSON LAW FIRM**

177. Plaintiffs repeat, reallege, and incorporate by reference, as if fully set forth herein, the allegations of the preceding paragraphs 1-176, as set above.

178. Defendants made false and defamatory statements about Plaintiffs through publication, media, statements written and oral to one or more people.

179. Defendants communicated their false and defamatory statements about Plaintiff to others.

180. Defendants false and defamatory statements about Plaintiff had a tendency to harm, and have in fact harmed, Plaintiff's reputation in the estimation of the community.

181. Defendants false and defamatory statements have affected Plaintiff in her business, trade, or profession.

182. Defendants false statements regarding Plaintiffs tend to directly affect the reputation, safety, privacy, and well-being of Plaintiffs.

183. Defendants false statements regarding Plaintiffs tend to directly affect the property, business, and operation of Evolve.

184. Defendants false and defamatory statements are specifically identified at Paragraphs 93-98 above.

185. Defendant defamatory statements have caused Plaintiff Zaabri and Evolve Construction to incur damages in an amount to be proven at trial.

186. As a result of Defendants' conduct, Plaintiffs have been harmed in an amount to be proven at trial, but reasonably expected to be in excess of \$50,000..

**COUNT III
DEFAMATION PER SE
DEFENDANTS DMITRY LIPINSKIY, ROOFING INSIGHTS, LLC,
DIRECTORII, LLC D/B/A DIRECTORII.COM, CHAD T. WILSON, AND CHAD T.
WILSON LAW FIRM**

187. Plaintiffs repeat, reallege, and incorporate by reference, as if fully set forth herein, the allegations of the preceding paragraphs 1-186, as set above.

188. Defendants made false and defamatory statements about Plaintiffs.

189. Defendants communicated their false and defamatory statements about Plaintiffs to others.

190. Defendants false and defamatory statements about Plaintiffs tended to harm, and have in fact harmed, Plaintiffs reputation in the estimation of the community.

191. Defendants false and defamatory statements have affected Plaintiffs in their business, trade, or profession.

192. Defendants false statements regarding Plaintiffs tend to directly affect the reputation, safety, privacy, and well-being of Plaintiffs.

193. Defendants false statements regarding Plaintiffs tend to directly affect the property, business, and operation of Evolve.

194. Defendants false and defamatory statements are specifically identified at Paragraphs 93-98 above.

195. Lipinskiy's and Roofing Insights' defamatory statements have caused Plaintiff Zaabri and Evolve Construction to incur damages in an amount to be proven at trial.

196. As a result of Defendants' conduct, Plaintiffs have been harmed in an amount to be proven at trial, but reasonably expected to be in excess of \$50,000.

**COUNT IV
COMMERCIAL/PRODUCT DISPARAGEMENT
LANHAM ACT SECTION 43(a)
ALL DEFENDANTS**

197. Plaintiffs repeat, reallege, and incorporate by reference, as if fully set forth herein, the allegations of the preceding paragraphs 1-196, as set above.

198. During their business operations Defendants have made numerous and false or misleading representations of fact that disparage Evolve Products and Services.

199. Defendants disparaging statements have caused Plaintiffs to incur special damages in the form of monetary loss linked to disparagement in an amount to be proven at trial.

200. As a result of Defendants' conduct, Plaintiffs have been harmed in an amount to be proven at trial, but reasonably expected to be in excess of \$50,000.

**COUNT V
DECEPTIVE TRADE PRACTICES UNDER MINNESOTA STATUTES SECTION
325D.44 BY LIPINSKIY AND ROOFING INSIGHTS
ALL DEFENDANTS**

201. Plaintiffs repeat, reallege, and incorporate by reference, as if fully set forth herein, the allegations of the preceding paragraphs 1-200, as set above.

202. During their business operations, Defendants have made numerous and false or misleading representations of fact that disparage Plaintiffs and Plaintiff Companies above named.

203. Defendants disparaging statements entitle Plaintiffs to injunctive relief pursuant to Minn. Stat. Section 325D.44, subd. 1(8).

204. As a result of Defendants' conduct, Plaintiffs have been harmed in an amount to be proven at trial, but reasonably expected to be in excess of \$50,000.

COUNT VI
TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
DEFENDANTS DMITRY LIPINSKIY, ROOFING INSIGHTS, LLC,
DIRECTORII, LLC D/B/A DIRECTORII.COM, CHAD T. WILSON, AND CHAD T.
WILSON LAW FIRM, MATTHEW SPANTON, AND JUSTIN CASEQUIN

205. Plaintiffs repeat, reallege, and incorporate by reference, as if fully set forth herein, the allegations of the preceding paragraphs 1-204, as set above.

206. Plaintiffs have a reasonable expectation of economic advantage in the form of future construction sales throughout North America.

207. Defendants have knowledge of Plaintiffs expectation of economic advantage.

208. Defendants illegal defamation of Plaintiff and Plaintiff's business along with the disparagement of Plaintiffs business and products have diminished Plaintiffs' expectation of economic advantage by reducing Plaintiffs and Plaintiff Evolve's sales.

209. It is likely that, in the absence of Defendants defamation and disparagement, and conduct, Plaintiffs would have realized its expected economic advantage in the form of higher sales in the construction industry.

210. Defendants tortious interference with Plaintiffs' prospective economic advantage has damaged Plaintiffs in an amount to be proven at trial.

211. As a result of Defendants' conduct, Plaintiffs have been harmed in an amount to be proven at trial, but reasonably expected to be in excess of \$50,000.

**COUNT VII
EXTORTION
DEFENDANTS DMITRY LIPINSKIY, ROOFING INSIGHTS, LLC, AND
DIRECTORII, LLC D/B/A DIRECTORII.COM**

212. Plaintiffs repeat, reallege, and incorporate by reference, as if fully set forth herein, the allegations of the preceding paragraphs 1-212, as set above.

213. In Minnesota extortion is prosecuted under the coercion statute and defined as intentionally causing someone, through threats of harm or exposure, to act against their will.

214. The key elements include making threats to injure a person, property, or reputation to force compliance.

215. Defendants and through several agents and Defendant Companies sent written and oral threats including unlawfully inflicting bodily harm to Plaintiff Zaabri, injury to Plaintiff Zaabri's trade and business, and profession, injury to Plaintiff Evolve Companies' trade and business, and profession, to expose secrets, deformity and/or publish defamatory statements to cause disgrace and ridicule, and finally making and threatening to make a criminal charge whether true or false against Plaintiff Zaabri.

216. Defendants after meticulously creating a series of YouTube and Instagram posts made true to these threats.

217. The threats were made with the specific intent to compel the Plaintiffs to perform an act or refrain from doing a lawful act against their will.

218. After publishing several negative posts against the Plaintiffs, Defendants and Defendants reached out to Plaintiff Zaabri through several agents stating that he would remove the content unless Plaintiffs acted accordingly.

219. As a result of Defendants' conduct, Plaintiffs have been harmed in an amount to be proven at trial, but reasonably expected to be in excess of \$50,000.

**COUNT VII
CIVIL CONSPIRACY
ALL DEFENDANTS**

220. Plaintiffs repeat, reallege, and incorporate by reference, as if fully set forth herein, the allegations of the preceding paragraphs 1-227, as set above.

221. All Defendants have conspired and joined efforts, by combining with each other and acting in concert with a common purpose, to defame Plaintiffs; unlawfully compete and commit violation of the Lanham Act; interfere with Plaintiff's prospective business advantage, and commit tortious acts against Plaintiffs as set forth in this Complaint.

222. Defendants' combination and action as set forth herein was with a common purpose to accomplish an unlawful act, or to accomplish a lawful act by unlawful means and constitute civil conspiracy.

223. Defendants including multiple people and companies created an objective to be accomplished, with a meeting of the minds on the objective and call of action, causing one or more unlawful overt acts to further the objective of various legal injustices and violations above named against Plaintiffs in Counts I-VI by publishing improper content and information about Plaintiffs that the Defendant knew or should have known not to be true.

224. As a result of Defendants' conduct, Plaintiffs have been harmed in an amount to be proven at trial, but reasonably expected to be in excess of \$50,000.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs requests judgment in its favor and relief as follows:

A. An entry of judgment against Defendants;

VERIFICATION

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Evolve Corporations, the Plaintiff in the above-entitled action, being first duly sworn, makes this verification that she has read the above and foregoing Complaint, that she knows its contents, and that the same is true to the best of her knowledge, information and belief, and she believes it to be true.

Dated: April 1, 2026

/s/Jacob Deems

MINNESOTA
JUDICIAL
BRANCH