

DISTRICT COURT, LARIMER COUNTY, COLORADO 201 LaPorte Avenue, Suite 100 Fort Collins, CO 80521	DATE FILED December 5, 2024 6:47 PM FILING ID: B02BF84AEC37 CASE NUMBER: 2024CV31078
Plaintiff: TASMAN GEOSCIENCES, INC., v. Defendant: ERIC SIEGEL.	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> Case No. 2024CV Division:
<i>Attorneys for Plaintiff Tasman Geosciences, Inc.:</i> Name: Lucas T. Ritchie (#35805) Elizabeth C. Poché (#58047) Wheeler Trigg O’Donnell LLP Address: 370 Seventeenth Street, Suite 4500 Denver, CO 80202-5647 Telephone No.: 303.244.1800 Facsimile No: 303.244.1879 Email: ritchie@wtotrial.com poche@wtotrial.com	
COMPLAINT AND JURY DEMAND	

Plaintiff Tasman Geosciences, Inc. (“Tasman” or “the Company”), through counsel, brings this case to recover the damages it suffered due to Defendant Eric Siegel’s willful and deceptive manipulation of underlying data used in reports he created while formerly employed by Tasman.

PARTIES

1. Tasman is a Colorado corporation with its principal place of business located at 6855 W. 119th Avenue, Broomfield, CO 80020.
2. Siegel is an individual residing in the State of Colorado, whose address is, upon information and belief, 2825 Teal Eye Court, Fort Collins, CO 80526.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the subject matter of this action pursuant to Colo. Const. art. VI, § 9(1), and over the parties pursuant to C.R.S. § 13-1-124(1)(a) & (b) (2024).

4. Venue is proper in this county pursuant to C.R.C.P. 98(c)(1).

GENERAL ALLEGATIONS

A. Siegel’s Employment at Tasman

5. Tasman is an environmental remediation, consulting, engineering, and construction firm founded in 2009 and based in Broomfield, Colorado, which focuses on developing cost-effective client solutions to maximize performance while reducing environmental impact.

6. In March 2013, Tasman hired Siegel as an environmental scientist.

7. In 2014, Siegel received his Professional Geologist certification from the Wyoming Board of Professional Geologists. The Wyoming Geologists Practice Act defines a “[p]rofessional geologist” as “a geologist who has met the academic and experience qualifications established by the board and has been licensed by the board.” Wyo. Stat. Ann. § 33-41-102(a)(ix) (2024).¹

8. Additionally, the Wyoming Board of Professional Geologists has promulgated several rules and regulations governing the conduct of professional geologists, including, for example:

- a. “A licensee . . . shall not engage in fraud, deceit, misrepresentation, or concealment of material facts in . . . providing professional services to members of the public.” Wyo. Code R., Geologists, Bd. of Professionals, ch. 4, § 1(a)(ii).
- b. “A licensee . . . shall comply with all federal, state, and local laws, codes, ordinances, or regulations pertaining to their professional practice. A licensee . . .

¹ Because Colorado does not offer a professional geologist license, professional geologists working in Colorado are commonly certified through reciprocity with Wyoming.

shall not provide any professional services in violation of any such laws, codes, ordinances, or regulations.” *Id.* § 1(a)(v).

- c. “Failure to comply with any provision of this section [of the Board’s Rules and Regulations detailing its Code of Professional Conduct] shall be deemed to be evidence of gross negligence, incompetence, or other misconduct.” *Id.* § 1(b).

9. Throughout his decade of employment at Tasman, Siegel received several promotions. He was first promoted to Environmental Geologist, then Senior Environmental Geologist.

10. In or around late 2021 or early 2022, Tasman promoted Siegel to the final position he held within the Company: Program Manager. In this position, Siegel received an annual salary of \$85,020 in 2021; \$90,120 in 2022; \$99,132 in 2023; and \$109,000 in 2024 (payment until on or about August 23, 2024). Each year, Siegel also received bonuses ranging from \$3,500 to \$11,500.

11. As Program Manager, Siegel had ongoing personal contact with major clients and created strong relationships with them. Specifically, his role involved daily client interaction, oftentimes without any supervision from other Tasman employees.

12. As part of Siegel’s employment, he was required to review, understand, and sign Tasman’s Code of Conduct of Ethics (“Ethics Code”). As pertinent here, the Ethics Code provides:

- “[A]ll Company employees and agents are expected to observe high standards of business and personal ethics in the discharge of their assigned duties and responsibilities. This requires the practice of honesty and integrity in every aspect of dealing with other Company employees and representatives, the public, the business community, customers, suppliers and governmental and regulatory authorities.”
- “All employees and representatives must respect and obey the laws of the countries, cities and states in which [Tasman] operate[s].”

- “Each employee and representative of Tasman must follow all applicable laws and use the highest standards of honesty and integrity when dealing with any government agency.”
- “All information supplied by Tasman to others, including any government agency, should be current, accurate and as complete as requested.”

Ethics Code, at 1.

B. Siegel’s Responsibility to Submit Data Reports to the ECMC

13. As a Program Manager, among other duties, Siegel supervised the preparation and submission of the Colorado Energy and Carbon Management Commission’s (“ECMC”) online forms, and the creation of accompanying tables and figures, for ECMC review (the documents collectively submitted to the ECMC by Tasman are hereinafter referred to as “Data Reports”).

14. The Data Reports are created by reporting on and analyzing environmental sample analytical data provided by independent third-party contract analytical laboratories. Tasman reports on the data as received from the third-party laboratories and Tasman’s role is not to provide, edit, or manipulate the data.

15. These Data Reports are provided to the ECMC as part of chemical release and remediation reporting associated with ECMC rules and standards.

16. The ECMC, in turn, uses the Data Reports—which are required by various ECMC regulations—to approve or reject site remediation strategy. A site remediation strategy may recommend ongoing remediation or site closure. A recommendation of site closure would receive a formal recommendation of “No Further Action.”

17. ECMC regulations require that “[a]ny report required under the Commission’s Rules . . . will be timely filed, accurate, complete, and comply with the requirements set forth in

the Commission's Rules or any requirement set by the Director or the Commission." ECMC Rules and Regulations, § 207.

18. Siegel also supervised the work of approximately fourteen other Tasman employees. These Tasman employees were junior or mid-level employees creating the first drafts of Data Reports, inputting the necessary data, and creating corresponding tables and figures to display the data.

19. Upon Siegel's receipt of the draft Data Reports from the employees he supervised, Siegel had broad discretion to submit the Data Reports. Because of Tasman's confidence imposed in Siegel, which he gained through his decade-long tenure at the Company and his professional experience in the environmental field, he often stood as the last line of review of the Data Reports and performed the file upload procedures to the ECMC's online portal.

20. Relying upon the Data Reports finalized by Siegel, Tasman's client made the following certification with each submission: "I hereby certify all statements made in this form are to the best of my knowledge true, correct, and complete."

C. Siegel's Misconduct Submitting the Data Reports to the ECMC

21. On or about August 14, 2024, in the course of Tasman's routine internal data quality procedures, Tasman discovered that environmental sample analytical data provided by an independent, third-party contract analytical laboratory associated with a Data Report provided to the ECMC had been modified prior to submission. Specifically, several pH values for soil samples had been elevated by using the Adobe Acrobat "Edit" feature to alter text in the Portable Document Format ("PDF") file provided by the associated third-party analytical laboratory. This apparent instance of data manipulation was escalated to Tasman management that same day.

22. Based on the client associated with the subject project site and a review of the metadata associated with the Data Report, the next day Tasman identified Siegel as the suspected employee responsible for the data manipulation. Tasman immediately began interviewing Siegel regarding the data manipulation.

23. During both of Siegel's two interviews on or about August 15, 2024, he repeatedly denied altering any data and expressed surprise and shock at Tasman's findings implicating him in the data manipulation, stating that he felt blindsided.

24. That same day, this issue was elevated to Tasman's executive management team.

25. On or about August 16, 2024, Tasman placed Siegel on administrative leave.

26. That same day, Tasman again met with Siegel to discuss the data manipulation, who again denied any knowledge or involvement.

27. After Tasman presented Siegel with additional evidence of the data alterations, on or about August 20, 2024, he began to concede his misconduct, stating that he felt pressure to meet project deadlines and client expectations. Siegel admitted there were times when he made intentional modifications to data to move projects forward more quickly or to cast client data in a light more favorable for site-closure approval by the ECMC and lead to a recommendation that "No Further Action" be taken.

28. Siegel also admitted his data manipulation on the subject project site was not an isolated incident. He recalled and admitted modifying data for approximately six other sites during the March – April 2024 timeframe. Although he could not recall specific details, he explained that he believed these alterations were primarily related to groundwater reports involving inorganic

data. Tasman has since confirmed that in reality, Siegel's data manipulation was primarily related to soil, not groundwater data.

29. Siegel drafted a written statement admitting to the data manipulation.

30. Siegel ultimately admitted to modifying data "a few dozen" times throughout his employment at Tasman.

31. Based on Tasman's investigation and Siegel's oral and written admissions, on or about August 22, 2024, Tasman terminated Siegel for his violations of multiple Tasman policies and procedures and industry-standard practices.

32. That same day, Siegel's misconduct was escalated to the attention of Tasman's Board of Directors, which unanimously voted to approve Tasman's immediate self-reporting of the data manipulation, with full transparency of the information it had available at that time, to the single affected client along with other of its Colorado Oil & Gas clients.

33. On or about August 22 and 23, 2024, Tasman started putting together a summary report of the data alteration to share with its clients. Tasman also began scheduling client meetings to self-report on the situation.

34. On or about Monday, August 26, 2024, Tasman began self-reporting the data alteration to the affected client and other of its Colorado Oil & Gas clients.

35. Tasman also collaborated with its affected client to assist with, encourage, and facilitate its reporting the data manipulation to the ECMC.

36. Tasman has since expended significant resources to implement auditing projects to determine the scope and scale of Siegel's data manipulation, and Tasman has discovered, to date, that Siegel manipulated data as early as 2021, on a total of approximately 74 sites.

37. Siegel denied that he manipulated the data due to internal requests, external requests, or client pressure and, instead, represented he did so to reduce his workload. Specifically, he stated he was frustrated with the frequent changes in state regulations, which, combined with client deadlines, created a sense of urgency to “close out” certain sites as quickly as possible.

D. The Fallout from Siegel’s Misconduct

38. Siegel’s misconduct resulted in the accelerated “close out” of certain sites on which Tasman would have otherwise continued to provide ongoing investigation and remediation work, which, in turn, deprived Tasman of the additional revenue it would have otherwise earned and received for such ongoing investigation and remediation work.

39. Further, when Tasman notified its clients of Siegel’s actions, certain clients placed Tasman on a work pause and stated they were in the process of evaluating whether they will continue to work with Tasman moving forward.

40. Siegel’s misconduct has already negatively impacted some of Tasman’s client relationships and may likely negatively impact others.

41. One of the clients that said it may no longer provide new projects to Tasman and took away existing projects was a client Tasman has worked with for 12 years—since nearly the beginning of Tasman’s creation—and has historically provided a significant portion of Tasman’s revenue, especially in its earlier years.

42. Tasman has also worked with the clients affected by Siegel’s misconduct to rectify the data manipulation. Specifically, Tasman audited Siegel’s past Data Reports and summarized the data Siegel manipulated, created a Corrective Action Plan to rectify the remediation strategy moving forward based on Siegel’s improper recommendations, and has begun executing the

remediation strategy, including potentially going back into the field to collect additional data, per client discretion. It is very likely that Tasman will not receive payment for its substantial mitigation efforts.

43. As a result of Siegel's actions, Tasman took several operational corrective actions within the Company, including:

- a. conducting training sessions with its Oil and Gas management team to discuss the incident and provide refresher training on Tasman's ECMC reporting policies and procedures, including a discussion on Siegel's actions and their severity;
- b. conducting company-wide training to discuss Siegel's actions and provide refresher training on Tasman's data management and reporting policies and procedures, and professional ethics requirements;
- c. requiring Tasman Oil and Gas Program Managers to review and individually approve ECMC submissions prior to their filing; and
- d. requiring Tasman's quality assurance group to initiate spot-check audits of "No Further Action" requests to the ECMC prior to their submission, which will include a review of data, lab reports, figures, and all other documentation associated with the No Further Action request.

44. As an additional result of Siegel's actions, Tasman initiated and is in the process of initiating several procedural corrective actions within the Company, including:

- a. mandating that all contract third-party analytical laboratories providing reports to Tasman deliver the reports in a locked, password-protected PDF format, to prevent the manipulation of analytical data received from third-parties;
- b. expediting efforts to implement a comprehensive database solution for storage and management of client partners' laboratory analytical data, which will offer direct upload of data, eliminate potential data transcription errors or manipulation, and include third-party data security review and audit capabilities;
- c. strengthening Tasman's Ethics Code to add specific language regarding the use, handling, management, and other responsibilities related to client, laboratory, and third-party data; and
- d. surveying Tasman Oil and Gas management team members regarding employee workloads, work-life balance, stress levels, and other professional pressures to

develop stress management strategies to ensure employees are not subject to unacceptable stress levels.

45. Additionally, on or about November 26, 2024, the ECMC held a hearing at which it discussed Siegel's data manipulation and the data manipulation activity of a different environmental remediation consulting company. It also released a statement relaying the same information and identifying Tasman by name. The ECMC did not specify that once Tasman learned of Siegel's misconduct, it immediately reported the misconduct to its clients and assisted its clients with self-reporting to the ECMC.

46. The additional consequences of the hearing were immediate: multiple additional clients informed Tasman that they may not work with Tasman for the foreseeable future because of the optics of the ECMC's hearing and statement. One stated that they felt forced to reconsider working with Tasman despite recently signing a master service agreement with the Company.

FIRST CLAIM FOR RELIEF
Breach of Fiduciary Duty

47. Tasman incorporates all of the foregoing paragraphs by reference as if fully set forth herein.

48. As an employee-agent of Tasman, Siegel acted as a fiduciary of Tasman with respect to tasks related to his employment and owed Tasman the following duties:

- a. a duty to act with the utmost loyalty on behalf of, and for the benefit of, Tasman;
- b. a duty to exercise reasonable care and skill; and
- c. a duty to disclose material facts relevant to the subject of his agency.

49. Additionally and separately, a fiduciary relationship giving rise to the above obligations also arose for five additional, separate, and independent reasons: (1) Siegel was under

a duty to act for the benefit of Tasman upon matters within the scope of the relationship; (2) Siegel possessed a high degree of control over the ECMC reporting for Tasman; (3) Tasman placed a high level of trust and confidence in Siegel, which he invited and accepted, to look out for its interests while performing his job duties; (4) Tasman relied on Siegel's expertise in geology; and (5) Tasman justifiably imposed special confidence in Siegel that induced Tasman to relax the care and vigilance it would have employed if dealing with a stranger.

50. Siegel breached his fiduciary duty to act with the utmost loyalty, good faith, and solely for the benefit of Tasman by manipulating and misrepresenting data to further his personal interests at the expense of Tasman and its clients.

51. Siegel breached his fiduciary duty to exercise reasonable care and skill by failing to perform his work in the manner directed by Tasman; by manipulating and misrepresenting underlying data to further his personal interests at the expense of Tasman and its clients; and by breaching his duty to perform his job duties in accordance with the standard of care by, for example, engaging "in fraud, deceit, misrepresentation, or concealment of material facts in . . . providing professional services to members of the public," which amounts to "evidence of gross negligence, incompetence, or other misconduct."

52. Siegel breached his fiduciary duty of disclosure by failing to disclose the true data underlying the Data Reports and by failing to disclose or come forward with the fact that he was manipulating the underlying data for years.

53. Siegel's breach caused Tasman's damages by (1) depriving Tasman of the additional revenue it would have otherwise earned and received for its ongoing investigation and remediation work performed on the sites had they not been prematurely closed out; (2) causing

longtime, loyal clients to reconsider working with Tasman; (3) causing Tasman reputational harm in the industry, leading to potential and actual loss of future work; (4) causing Tasman to expend significant labor and financial resources on implementing auditing projects to determine the scope and scale of data manipulation; (5) causing Tasman to expend significant labor and financial resources on mitigating the affected sites; and (6) causing Tasman to expend resources to implement new procedures designed to regain client trust.

54. Tasman has suffered damages in an amount to be proved at trial.

SECOND CLAIM FOR RELIEF
Fraud

55. Tasman incorporates all of the foregoing paragraphs by reference as if fully set forth herein.

56. By knowingly manipulating the underlying data on the Data Reports to move projects forward more quickly or to cast client data in a light more favorable for site closure, Siegel made multiple false representations of past and present fact.

57. These facts were material, as evidenced by the fact that they were dispositive of whether to move forward with or close projects and that accurate data was regulatorily required by the ECMC.

58. At the time the representations were made, Siegel knew the representations were false.

59. Siegel made the representations with the intent that Tasman, Tasman's clients, and the ECMC would rely on the representations.

60. Specifically for Tasman, it relied on the representation in the same manner it generally relied on Siegel to perform his job duties honestly and in accordance with Tasman's direction, policies, and procedures.

61. Tasman's reliance was justified because, by trust and confidence, Tasman was lulled into believing Siegel's representations were complete and accurate. Tasman's reliance was justified for the additional reason that Siegel knew that Tasman's client, relying upon the Data Reports finalized by Siegel, would certify that the information contained in the Data Reports was "true, correct, and complete." Moreover, because of Siegel's professional licensure, position, and history within the company, Tasman was entitled to rely on Siegel's representations.

62. Tasman's reliance on Siegel's misrepresentations caused Tasman's damages by (1) depriving Tasman of the additional revenue it would have otherwise earned and received for its ongoing investigation and remediation work performed on the sites had they not been prematurely closed out; (2) causing longtime, loyal clients to reconsider working with Tasman; (3) causing Tasman reputational harm in the industry, leading to potential and actual loss of future work; (4) causing Tasman to expend significant labor and financial resources on implementing auditing projects to determine the scope and scale of data manipulation; (5) causing Tasman to expend significant labor and financial resources on mitigating the affected sites; and (6) causing Tasman to expend resources to implement new procedures designed to regain client trust.

63. Tasman has suffered damages in an amount to be proved at trial.

THIRD CLAIM FOR RELIEF
Constructive Fraud—Alternative Theory of Liability

64. Tasman incorporates all of the foregoing paragraphs by reference as if fully set forth herein.

65. Siegel owed a fiduciary duty to Tasman because (1) he was an employee of the Company, (2) Siegel was under a duty to act for the benefit of Tasman upon matters within the scope of the relationship; (3) Siegel possessed a high degree of control over the geological reporting for Tasman; (4) Tasman placed a high level of trust and confidence in Siegel to look out for its interests while performing his job duties; (5) Tasman relied on Siegel's expertise in geology and ECMC reporting; and (6) Tasman justifiably imposed special confidence in Siegel, which he invited and accepted, that induced Tasman to relax the care and vigilance it would have employed if dealing with a stranger.

66. Siegel violated the fiduciary duty he owed to Tasman by making deceptive material representations of past and existing facts.

67. Siegel also violated the duty by remaining silent as to his repeated, deceptive material representations instead of admitting his wrongdoing.

68. Tasman relied on Siegel's misrepresentations in the same manner it generally relied on Siegel to perform his job duties honestly and in accordance with Tasman's direction, policies, and procedures.

69. Tasman's reliance was justified because by trust and confidence, Tasman was lulled into believing Siegel's representation was complete and accurate. Tasman's reliance was justified for the additional reason that Siegel knew that Tasman's client, relying upon the Data Reports finalized by Siegel, would certify that the information contained in the Data Reports was "true, correct, and complete." Moreover, because of Siegel's professional licensure, position, and history within the company, Tasman was entitled to rely on Siegel's representations.

70. Tasman's reliance proximately caused it injury and damages by (1) depriving Tasman of the additional revenue it would have otherwise earned and received for its ongoing investigation and remediation work performed on the sites had they not been prematurely closed out; (2) causing longtime, loyal clients to reconsider working with Tasman; (3) causing Tasman reputational harm in the industry, leading to potential and actual loss of future work; (4) causing Tasman to expend significant labor and financial resources on implementing auditing projects to determine the scope and scale of data manipulation; (5) causing Tasman to expend significant labor and financial resources on mitigating the affected sites; and (6) causing Tasman to expend resources to implement new procedures designed to regain client trust.

71. Siegel received an advantage by continuing to be paid his salary, continuing his employment with Tasman, receiving positive performance evaluations, and lightening his workload at the expense of Tasman's standard of excellence, reputation, client relationships, and profitability.

72. Tasman has suffered damages in an amount to be proved at trial.

FOURTH CLAIM FOR RELIEF
Negligence

73. Tasman incorporates all of the foregoing paragraphs by reference as if fully set forth herein.

74. As an employee-agent of Tasman, Siegel owed Tasman a legal duty of care to perform work in the manner directed by Tasman, including to perform the work honestly, with integrity, and in accordance with applicable standards of care.

75. Siegel breached his duty to perform his work in the manner directed by Tasman by manipulating and misrepresenting underlying data to further his personal interests at the expense of Tasman and its clients.

76. Siegel breached his duty to perform his job duties in accordance with the standard of care by, for example, engaging “in fraud, deceit, misrepresentation, or concealment of material facts in . . . providing professional services to members of the public,” which amounts to “evidence of gross negligence, incompetence, or other misconduct.”

77. Siegel’s breach caused Tasman’s damages by (1) depriving Tasman of the additional revenue it would have otherwise earned and received for its ongoing investigation and remediation work performed on the sites had they not been prematurely closed out; (2) causing longtime, loyal clients to reconsider working with Tasman; (3) causing Tasman reputational harm in the industry, leading to potential and actual loss of future work; (4) causing Tasman to expend significant labor and financial resources on implementing auditing projects to determine the scope and scale of data manipulation; (5) causing Tasman to expend significant labor and financial resources on mitigating the affected sites; and (6) causing Tasman to expend resources to implement new procedures designed to regain client trust.

78. Tasman has suffered damages in an amount to be proved at trial.

FIFTH CLAIM FOR RELIEF
Breach of Contract

79. Tasman incorporates all of the foregoing paragraphs by reference as if fully set forth herein.

80. Tasman’s Ethics Code, which Siegel was required to review, understand, and sign, constitutes a valid, binding contract delineating the ethical terms of employment between Tasman and Siegel.

81. Siegel breached the Ethics Code by failing to act honestly and with integrity through his manipulation of the underlying data relied on in the Data Reports; failing to provide current, accurate, and complete information to others; and failing to comply with applicable laws and regulations.

82. Specifically, Siegel breached the following provisions of the Ethics Code:

- a. that he act honestly and with integrity while discharging his duties and interacting with other employees, the public, customers, and governmental authorities;
- b. that he follow all applicable laws;
- c. that he “use the highest standards of honesty and integrity” when interacting with government agencies; and
- d. that he supply only current, accurate, and complete information to government agencies.

83. Tasman substantially performed its part of the contract.

84. Siegel’s breach caused Tasman’s damages by (1) depriving Tasman of the additional revenue it would have otherwise earned and received for its ongoing investigation and remediation work performed on the sites had they not been prematurely closed out; (2) causing longtime, loyal clients to reconsider working with Tasman; (3) causing Tasman reputational harm in the industry, leading to potential and actual loss of future work; (4) causing Tasman to expend significant labor and financial resources on implementing auditing projects to determine the scope and scale of data manipulation; (5) causing Tasman to expend significant labor and financial

resources on mitigating the affected sites; and (6) causing Tasman to expend resources to implement new procedures designed to regain client trust.

85. Tasman has sustained damages in an amount to be proved at trial.

SIXTH CLAIM FOR RELIEF
Promissory Estoppel—Alternative Theory of Liability

86. Tasman incorporates all of the foregoing paragraphs by reference as if fully set forth herein.

87. Siegel promised Tasman that he would observe high standards of business and personal ethics in the discharge of his assigned duties and responsibilities, which included acting honestly and with integrity in every aspect of dealing with other Tasman employees and representatives, the public, governmental authorities, and customers; complying with applicable laws; using the highest standards of honesty and integrity when dealing with any governmental agency; and supplying current, accurate, and complete information to government agencies.

88. Siegel reasonably should have expected that his promises would induce action, forbearance, or reliance by Tasman.

89. Tasman, in fact, did reasonably rely on Siegel's promise to its detriment by, among other things, investing in Siegel's growth in the Company, continuously employing Siegel and paying him a salary and bonuses, and relying on the accuracy of the underlying data in Siegel's Data Reports when managing its operations.

90. Siegel failed to honor his promise to Tasman by knowingly manipulating the underlying data in his Data Reports; failing to act with integrity; and failing to provide current, accurate, and complete information to others.

91. Siegel's breach caused Tasman's damages by (1) depriving Tasman of the additional revenue it would have otherwise earned and received for its ongoing investigation and remediation work performed on the sites had they not been prematurely closed out; (2) causing longtime, loyal clients to reconsider working with Tasman; (3) causing Tasman reputational harm in the industry, leading to potential and actual loss of future work; (4) causing Tasman to expend significant labor and financial resources on implementing auditing projects to determine the scope and scale of data manipulation; (5) causing Tasman to expend significant labor and financial resources on mitigating the affected sites; and (6) causing Tasman to expend resources to implement new procedures designed to regain client trust.

92. Tasman has suffered damages in an amount to be proved at trial as a result of Siegel's failed promise.

93. Siegel's promise to Tasman to act honestly and with integrity must be enforced to prevent injustice.

SEVENTH CLAIM FOR RELIEF
Unjust Enrichment

94. Tasman incorporates all of the foregoing paragraphs by reference as if fully set forth herein.

95. At the expense of Tasman, Siegel received the benefit of an annual salary of \$85,020 in 2021; \$90,120 in 2022; \$99,132 in 2023; and \$109,000 in 2024 (payment until on or about August 23, 2024). Each year, Siegel also received bonuses ranging from \$3,500 to \$11,500.

96. Because Siegel received a benefit from Tasman while manipulating the data underlying the Data Reports and acting contrary to Tasman's interests to further his own interests, it is unjust for Siegel to retain the benefit of his salary without repaying Tasman.

97. There is no other plain, speedy, or adequate remedy at law for Tasman to recover the money Siegel received from Tasman.

RESERVATION

Tasman reserves the right to amend its Complaint to add allegations, claims, or remedies that may be developed through further investigation and discovery.

PRAYER FOR RELIEF

Tasman respectfully requests judgment in its favor and against Siegel, and that the Court award the following relief against Defendant:

1. Monetary damages in an amount to be proven at trial;
2. Attorneys' fees as permitted by law;
3. The costs of this action as permitted by law;
4. Pre-judgment and post-judgment interest; and
5. Such other or further relief this Court deems proper.

Dated: December 5, 2024.

Respectfully submitted,

Wheeler Trigg O'Donnell LLP

s/ Lucas T. Ritchie

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Elizabeth C. Poché

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