

FILED

Marilyn Burgess
District Clerk

JUN 11 2026

Time: _____
Harris County, Texas

By _____
Deputy

ENVTECH, INC.,

Plaintiff,

v.

USA DEBUSK, LLC and PAUL TAYLOR,

Defendants.

CAUSE NO. 2021-02657

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

129TH JUDICIAL DISTRICT

FINAL JUDGMENT

On April 15, 2025, this cause was called to trial by jury upon proper notice to all parties. Plaintiff EnvTech, Inc. ("EnvTech") appeared through counsel. Defendants USA DeBusk, LLC ("USAD") and Paul Taylor ("Taylor") appeared through counsel. All parties announced ready for trial. Having been previously demanded, a jury consisting of twelve qualified jurors, plus two alternates, was duly empaneled and the case proceeded to trial for seven days.

Prior to trial, the parties agreed to submit all aspects of the issue of attorneys' fees to the Court after the conclusion of the trial.

At the conclusion of all the evidence, EnvTech non-suited Taylor and the Court submitted six special questions to the jury for determination. The jury, by unanimous vote, found for EnvTech on all six questions. The Charge of the Court and the jury's verdict are incorporated herein for all purposes.

The Court accepts the jury's verdict and finds that the verdict as to each question submitted is supported by evidence adduced at trial.

IT IS ACCORDINGLY ORDERED, ADJUDGED, AND DECREED that, as found by the jury, EnvTech is entitled to monetary damages from USAD in the total amount of \$250,000.00.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, based on the jury verdict, EnvTech is entitled to exemplary damages from USAD in the total amount of \$500,000.00.

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Although the jury awarded \$1.5 million in exemplary damages to EnvTech, section 134A.004(b) of the Texas Civil Practice and Remedies Code limits the amount of recoverable exemplary damages to twice the amount of monetary damages awarded by the jury.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, pursuant to section 134A.005(3) of the Texas Civil Practice and Remedies Code, EnvTech is entitled to an award of attorneys' fees in the total amount of \$2,100,000.00. EnvTech is also entitled to the following additional awards of attorneys' fees: (i) the additional sum of \$200,000.00, if this case is appealed to the Court of Appeals, and let execution issue upon the date the Court of Appeals denies relief to USAD; and (ii) the additional sum of \$100,000, if a review of this case is sought before the Texas Supreme Court, and let execution issue upon the date the Supreme Court denies relief to USAD. In addition, EnvTech is entitled to an award of recoverable court costs as the prevailing party in the total amount of \$22,529.77.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that EnvTech is awarded pre-judgment interest on its award of monetary damages in the total amount of \$250,000.00, at the rate of 6.75%, from January 15, 2021, through the date of entry of final judgment, June 11, 2026, in the total amount of \$91,165.00.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that EnvTech is awarded post-judgment interest on its award of monetary damages, exemplary damages, pre-judgment interest, and non-conditional attorneys' fees and court costs at the rate of 6.75%, compounded annually, from the date of entry of final judgment until the date such amount is fully paid. EnvTech is also entitled to post-judgment interest on the additional awards of appellate attorneys' fees, from the date of entry of final judgment through the date when an award for conditional appellate

attorneys' fees is made final by the appropriate appellate court's judgment, at the rate of 6.75%, compounded annually.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that USAD, as well as its employees with actual knowledge of EnvTech's trade secret (*i.e.*, EnvTech's one-step neutral pH chelant chemical formula for use with hydrofluoric alkylation units in oil refineries as specified in Question No. 1 of the Charge of the Court),¹ plus anyone acting in concert or participation with USAD or such USAD employees possessing actual knowledge of EnvTech's trade secret, are permanently enjoined from disclosing or using, either directly or indirectly, EnvTech's trade secret, including as part of any research and development efforts; marketing efforts, bids, or proposals to any oil refineries with hydrofluoric alkylation units; or to clean, service, solicit, or transition any such refineries.

Notwithstanding the foregoing, nothing in this permanent injunction shall prohibit USAD from researching, developing, using, marketing, selling, or bidding a one-step neutral pH chelant chemical formula for use with hydrofluoric alkylation units with a chemical formula or process that USAD can demonstrate was developed: (a) entirely by independent consultants who had no prior access to, and executed written certifications confirming they had no knowledge of, EnvTech's trade secret; (b) using only publicly available information, independently developed knowledge, or information lawfully obtained from sources other than EnvTech or any person known to possess EnvTech's trade secret; (c) in a segregated "clean room" environment, meaning a development process in which the consultants, personnel, and information sources involved were isolated from any USAD employees or contractors with prior access to EnvTech's trade secret; (d)

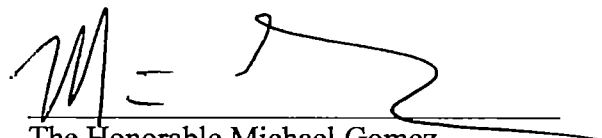
¹ Because EnvTech prevailed in this misappropriation of trade secrets case, the Court has sealed the trial record, including the jury verdict which specifies the elements of EnvTech's trade secret. Nonetheless, attached as Exhibit A is a redacted copy of the jury verdict. An unredacted copy of the jury verdict may be sought pursuant to written order by the Court after reasonable notice is provided to EnvTech.

subject to contemporaneous written documentation sufficient to demonstrate independent development, including written records of the sources of information used, the methodology applied, and the personnel involved, which shall be available for confidential inspection by outside counsel upon reasonable notice; and (e) subject to advance notice to EnvTech of not less than 30 days prior to USAD's first commercial use or bid incorporating such independently developed formula, during which time EnvTech may seek an emergency hearing before this Court if it has a good-faith basis to challenge USAD's compliance with subparagraphs (a) through (d) above. The chemical formula that USAD used in connection with the PBF Torrance job in 2022, does not meet these requirements and, thus, is subject to the permanent injunction awarded to EnvTech herein.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that EnvTech is granted all writs and processes in aid of enforcement of this final judgment.

IT IS FINALLY ORDERED, ADJUDGED, AND DECREED that all other relief not granted is denied.

Signed June 11, 2026.



The Honorable Michael Gomez
Judge, 129th Judicial District Court

EXHIBIT A

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ORIGINAL

CAUSE NO. 2021-02657

FILED

Marilyn Burgess
District Clerk

APR 25 2025

Time: 4:42 PM
Harris County, Texas

By: M. McGuffee
Deputy

4-25-25

ENVTECH, INC., § IN THE DISTRICT COURT OF
Plaintiff, §
v. §
§ HARRIS COUNTY, TEXAS
USA DEBUSK, LLC and §
PAUL TAYLOR, §
Defendants. § 129th JUDICIAL DISTRICT

CHARGE OF THE COURT

MEMBERS OF THE JURY:

After the closing arguments, you will go to the jury room to decide the case, answer the questions that are attached, and reach a verdict. You may discuss the case with other jurors only when you are all together in the jury room.

Remember my previous instructions: Do not discuss the case with anyone else, either in person or by any other means. Do not do any independent investigation about the case or conduct any research. Do not look up any words in dictionaries or on the Internet. Do not post information about the case on the Internet. Do not share any special knowledge or experiences with the other jurors. Do not use your phone or any other electronic device during your deliberations for any reason.

Any notes you have taken are for your own personal use. You may take your notes back into the jury room and consult them during deliberations, but do not show or read your notes to your fellow jurors during your deliberations. Your notes are not evidence. Each of you should rely on your independent recollection of the evidence and not be influenced by the fact that another juror has or has not taken notes.

You must leave your notes with the bailiff when you are not deliberating. The bailiff will give your notes to me promptly after collecting them from you. I will make sure your notes are kept in a safe, secure location and not disclosed to anyone. After you complete your deliberations, the bailiff will collect your notes. When you are released from jury duty, the bailiff will promptly destroy your notes so that nobody can read what you wrote.

Here are the instructions for answering the questions.

1. Do not let bias, prejudice, or sympathy play any part in your decision. It is important that you pay close attention to the evidence and to your reactions to the evidence. Biases can sometimes impact how you remember what you see and hear and how you make decisions. By closely monitoring your feelings and reactions, and questioning where those

feelings and reactions come from, you may become aware of biases and can stop yourself from making decisions based upon those biases. Our system of justice depends on each of us rendering a fair decision based on the evidence and law, not on biases.

2. Base your answers only on the evidence admitted in court and on the law that is in these instructions and questions. Do not consider or discuss any evidence that was not admitted in the courtroom.

3. You are to make up your own minds about the facts. You are the sole judges of the credibility of the witnesses and the weight to give their testimony. But on matters of law, you must follow all of my instructions.

4. If my instructions use a word in a way that is different from its ordinary meaning, use the meaning I give you, which will be a proper legal definition.

5. All the questions and answers are important. No one should say that any question or answer is not important.

6. Answer "YES" or "NO" to all questions unless you are told otherwise. A "YES" answer must be based on a preponderance of the evidence unless you are told otherwise. Whenever a question requires an answer other than "YES" or "NO," your answer must be based on a preponderance of the evidence unless you are told otherwise.

The term "preponderance of the evidence" means the greater weight of credible evidence presented in this case. If you do not find that a preponderance of the evidence supports a "YES" answer, then answer "NO." A preponderance of the evidence is not measured by the number of witnesses or by the number of documents admitted in evidence. For a fact to be proved by a preponderance of the evidence, you must find that the fact is more likely true than not true.

A fact may be established by direct evidence or by circumstantial evidence or both. A fact is established by direct evidence when proved by documentary evidence or by witnesses who saw the act done or heard the words spoken. A fact is established by circumstantial evidence when it may be fairly and reasonably inferred from other facts proved.

7. Do not decide who you think should win before you answer the questions and then just answer the questions to match your decision. Answer each question carefully without considering who will win. Do not discuss or consider the effect your answers will have.

8. Do not answer questions by drawing straws or by any method of chance.

9. Some questions might ask you for a dollar amount. Do not agree in advance to decide on a dollar amount by adding up each juror's amount and then figuring the average.

10. Do not trade your answers. For example, do not say, "I will answer this question your way if you answer another question my way."

11. Unless otherwise instructed, the answers to the questions must be based on the decision of at least 10 of the 12 jurors. The same 10 jurors must agree on every answer. Do not agree to be bound by a vote of anything less than 10 jurors, even if it would be a majority.

As I have said before, if you do not follow these instructions, you will be guilty of juror misconduct, and I might have to order a new trial and start this process over again. This would waste your time and the parties' money, and would require the taxpayers of this county to pay for another trial. If a juror breaks any of these rules, tell that person to stop and report it to me immediately.

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QUESTION NO. 1

Did EnvTech own a trade secret in its one-step neutral pH chelant chemical cleaning formula for use with hydrofluoric alkylation units that combines [REDACTED] at a ratio of [REDACTED] with a combination of [REDACTED] at a ratio of [REDACTED] to achieve a target pH between [REDACTED] and [REDACTED]?

"Trade secret" means any formula or compilation, whether or how compiled or memorialized that—

1. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
2. is the subject of reasonable measures by the owner under the circumstances to maintain secrecy.

"Proper means" are discovery by independent development or any other means that is not improper.

"Improper means" include theft or breach or inducement of a breach of a duty to maintain secrecy, to limit use, or to prohibit discovery of a trade secret.

"Own" means to have rightful, legal, or equitable title to, or the right to enforce rights in, a trade secret.

Answer "YES" or "NO."

Answer: Yes

If you answered "YES" to **QUESTION NO. 1**, then answer the following question. Otherwise, do not answer the following question.

QUESTION NO. 2

Did USA DeBusk, acting through its employees, misappropriate EnvTech's trade secret?

To find misappropriation of a trade secret, you must find that USA DeBusk used the trade secret without EnvTech's express or implied consent, and, that they, at the time of the use, knew or had reason to know that their knowledge of the trade secret was acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use.

"Use" of the trade secret means commercial use by which the offending party seeks to profit from the use of the secret.

Answer "YES" or "NO."

Answer: Yes

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If you answered "YES" to **QUESTION NO. 2**, then answer the following question. Otherwise, do not answer the following question.

QUESTION NO. 3

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate EnvTech, Inc. for its damages, if any, that were caused by such misappropriation?

Consider the following elements of damages, if any, and none other. You shall not award any sum of money on any element if you have otherwise, under some other element, awarded a sum of money for the same loss. That is, do not compensate twice for the same loss, if any.

Do not add any amount for interest on damages, if any. Answer separately in dollars and cents for damages, if any.

EnvTech, Inc.'s lost profits, if any, caused by the misappropriation.

Lost profits mean the difference between the price the refinery would have paid EnvTech minus the costs EnvTech would have incurred in performing the job.

a. EnvTech, Inc.'s lost profits, if any, from the Flint Hills refinery job

Answer: \$ 250,000.00

b. EnvTech, Inc.'s lost profits, if any, from the PBF Torrance refinery job

Answer: \$ Ø

If you answered "NO" to ~~QUESTION NO. 1~~ or "NO" to ~~QUESTION NO. 2~~, then answer the following question. Otherwise, do not answer the following question.

QUESTION NO. 4

Was EnvTech's trade secret misappropriation claim made in bad faith?

"Bad faith" is the conscious doing of a wrong for a dishonest purpose or improper motive and not mere bad judgment or negligence.

Answer "YES" or "NO."

Answer: _____

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Answer the following question only if you answer "YES" to QUESTION NO. 2. Otherwise, please do not answer the following question.

To answer "YES" to the following question, your answer must be unanimous. You may answer "NO" to the following question only upon a vote of ten or more jurors. Otherwise, continue to deliberate on the question.

QUESTION NO. 5

Do you find by clear and convincing evidence that USA DeBusk's misappropriation was willful and malicious?

"Clear and convincing evidence" means the measure or degree of proof that will produce in your mind a firm belief or conviction as to the truth of the allegations sought to be established.

"Willful and malicious misappropriation" means intentional misappropriation resulting from the conscious disregard of the rights of the owner of the trade secret.

You are further instructed that USA DeBusk LLC may be responsible for the intentional and willful misappropriation of its employees if, but only if—

1. USA DeBusk authorized the doing and the manner of the act, or
2. USA DeBusk or a manager of USA DeBusk ratified or approved the act.

A person is a manager or is employed in a managerial capacity if—

1. That person has, or had at the relevant time, authority to employ, direct, and discharge an employee of USA DeBusk; or
2. USA DeBusk has confided to that person the management of the whole or a department or division of the business of USA DeBusk.

Answer "YES" or "NO."

ANSWER: Yes

Answer the following question only if you unanimously answered "YES" to **QUESTION NO. 5**. Otherwise, do not answer the following question.

You must unanimously agree on the amount of any award of exemplary damages.

QUESTION NO. 6

What sum of money, if any, if paid now in cash, should be assessed against USA DeBusk and awarded to EnvTech, Inc. as exemplary damages, if any, for the conduct found in response to **QUESTION NO. 5**?

"Exemplary damages" means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any, are—

1. The nature of the wrong.
2. The character of the conduct involved.
3. The degree of culpability of USA DeBusk.
4. The situation and sensibilities of the parties concerned.
5. The extent to which such conduct offends a public sense of justice and propriety.

Answer in dollars and cents, if any.

Answer: \$ 1.5 MM

Presiding Juror:

1. When you go into the jury room to answer the questions, the first thing you will need to do is choose a presiding juror.
2. The presiding juror has these duties:
 - a. have the complete charge read aloud if it will be helpful to your deliberations;
 - b. preside over your deliberations, meaning manage the discussions, and see that you follow these instructions;
 - c. give written questions or comments to the bailiff who will give them to the judge;
 - d. write down the answers you agree on;
 - e. get the signatures for the verdict certificate; and
 - f. notify the bailiff that you have reached a verdict.

Do you understand the duties of the presiding juror? If you do not, please tell me now.

Instructions for Signing the Verdict Certificate:

1. Unless otherwise instructed, you may answer the questions on a vote of 10 jurors. The same 10 jurors must agree on every answer in the charge. This means you may not have one group of 10 jurors agree on one answer and a different group of 10 jurors agree on another answer.
2. If 10 jurors agree on every answer, those 10 jurors sign the verdict.
3. If 11 jurors agree on every answer, those 11 jurors sign the verdict.
4. If all 12 of you agree on every answer, you are unanimous and only the presiding juror signs the verdict.
5. All jurors should deliberate on every question. You may end up with all 12 of you agreeing on some answers, while only 10 or 11 of you agree on other answers. But when you sign the verdict, only those 10 or 11 who agree on every answer will sign the verdict.

Do you understand these instructions? If you do not, please tell me now.



HON. MICHAEL GOMEZ
JUDGE, 129th DISTRICT COURT

CERTIFICATE

We, the jury, have answered the foregoing questions as indicated and return our answers into court as our verdict.

I certify that the jury was unanimous in answer to the following questions:

Answer "All" or list question, including subparts: All

Juror Presiding

Printed Name of Juror Presiding

If the answers to some questions were not unanimous, the jurors who agreed to those answers must certify as follows:

We agree to the answers to the following questions:

List questions, including subparts: _____

	SIGNATURE	NAME PRINTED
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____