

IN THE COURT OF CLAIMS OF OHIO

VET MENTOR AI, INC.
3510 Lowlen Court
Ellicott City, Maryland 21042,

Plaintiff,

v.

THE OHIO STATE UNIVERSITY
c/o Dave Yost
Ohio Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215

c/o Office of Legal Affairs
1590 North High Street, Suite 500
Columbus, Ohio 43201,

and

WALTER EDWARD CARTER, JR.
24 College Avenue
Annapolis, Maryland 21401

also

WALTER EDWARD CARTER, JR.
8614 Dubonnet Street
San Diego, California 92123,

Defendants.

COMPLAINT FOR MONEY DAMAGES
AND DETERMINATION UNDER R.C. 2743.02(F)

Plaintiff Vet Mentor AI, Inc. for its Complaint against Defendants The Ohio State University and Walter Edward Carter, Jr. states, avers and alleges as follows:

PARTIES

1. Plaintiff Vet Mentor AI, Inc. is a Delaware corporation with its principal place of business located at 3510 Lowlen Court, Ellicott City, Maryland.

2. Defendant The Ohio State University (“OSU”) is an instrumentality of the State of Ohio, is created and organized pursuant to R.C. Chapter 3335, and is designated as a land-grant, sea-grant, and space-grant university by the state and whose primary operations and executive staff are located in Columbus, Ohio.

3. Walter Edward “Ted” Carter, Jr., is a natural person who is a resident of Columbus, Ohio, and is the former President of OSU whose time in that position began on or around August 22, 2023, when OSU announced his hiring, and ended on March 7, 2026, when Mr. Carter resigned.

JURISDICTION, VENUE, AND COMPLIANCE WITH R.C. 2743.16(B)

4. Pursuant to R.C. §2743.01 and §2743.03, this Court has original jurisdiction, venue in this Court is proper, and this Court has personal and subject matter jurisdiction over OSU because this is a civil action permitted by the waiver of sovereign immunity in R.C. §2743.02 and to the extent Mr. Carter and other persons as set forth below were acting within the course and scope of their employment, agency, official duties, official responsibilities, and/or actual or apparent authority for OSU.

5. Jurisdiction and venue are further proper under R.C. §2743.02(F) insofar as this is a civil action against Mr. Carter who at all relevant times was an employee as defined in R.C. §109.36, acting within the course and scope of his employment, and/or an agent of OSU, with actual or apparent authority, whose actions set forth herein, in whole or in part, were undertaken with malicious purpose, in bad faith, and/or in a wanton or reckless manner, and/or to the extent all or a portion of Mr. Carter’s conduct was manifestly outside the scope of his employment or official responsibilities, and for purposes of determining whether Mr. Carter is entitled to personal immunity under R.C. §9.86 and/or whether the Franklin County, Ohio Court of Common Pleas has jurisdiction over Vet Mentor’s claims against Mr. Carter.

6. Jurisdiction and venue are further proper insofar as, in compliance with R.C. §2743.16(B), before filing the instant action, Vet Mentor submitted its claims to OSU's Office of Legal Affairs and the Ohio Department of Administrative Services Office of Risk Management for purposes of compromise as set forth in the statute, which claims were wholly rejected by OSU and by the State of Ohio.

FACTUAL ALLEGATIONS

7. The Vet Mentor AI platform was created by veterans for veterans and was designed to help veterans navigate Veterans Administration ("VA") and other disability benefits, optimize claims, prepare supporting documentation, access educational benefits, identify career opportunities, build resumes, and successfully transition into civilian life through interactive AI avatars, veteran coaching functionality, claim guidance tools, transition support resources, and veteran education content.

8. The technology inside Vet Mentor AI is covered by U.S. Provisional Patents and is patent pending.

9. Paul Hylenski is the Founder and Chief Executive Officer of Vet Mentor, Matt Poch is a Board Member, and Chad Baker is Strategic Advisor as well as a Board Member. Mr. Hylenski, Mr. Poch, and Mr. Baker are all veterans.

10. The Vet Mentor AI platform is owned by and operated through Vet Mentor and has been fully functional and generating revenue since December 2024.

11. As set forth more fully below, during meetings and discussions with OSU, JobsOhio, Ohio Department of Veterans Service ("ODVS"), and others, the focus of those meetings was consistently how the technology in Vet Mentor's underlying platform technology could improve outcomes for Ohio veterans and draw veterans to Ohio and OSU.

12. On August 22, 2023, OSU announced the hiring of Mr. Carter as its 17th president.
13. On February 19, 2025, Mr. Carter was invited by the CEO of the Virginia, Maryland & Delaware Association of Electric Cooperatives to attend and be a guest speaker at its annual “Gaff-n-Go Lineworker Rodeo” in May 2025, which Mr. Carter accepted.
14. In his communication with Mr. Carter, the CEO introduced Mr. Carter to Krisanthe Vlachos as someone who, like Mr. Carter and OSU, supported Veterans.
15. However, Mr. Carter and Ms. Vlachos were already well acquainted at that point, having met in or around March 2023 at a Veterans in Energy forum in Washington, D.C., where Mr. Carter, at the time President of the University of Nebraska, was the keynote speaker, which is, according to Ms. Vlachos, when her close personal relationship with Mr. Carter began, and the two had been communicating, meeting, and furthering business efforts since early in Mr. Carter’s tenure as OSU’s President, including with the assistance of OSU personnel.
16. Ms. Vlachos is the founder of “The Callout Podcast”, whose stated mission is to “connect our transitioning Military and Veterans with Power, Gas, Telecom and Water Utility Careers - especially as Power Linemen” and has to date developed limited, minimal interest.
17. During their relationship, Ms. Vlachos had “extraordinary access” to Mr. Carter before and particularly while he was OSU’s President, including accompanying him on several personal and business and university-related trips, frequently meeting with him on and off his official schedule, communicating with him on both his university and personal email accounts, havin Mr. Carter make multiple appearances on her podcast, and other activities and circumstances.
18. Using his name and position as President of OSU, Mr. Carter also sought resources for Ms. Vlachos from Ohio governmental departments, various OSU corporate and donor partners, and other organizations for Ms. Vlachos’s business ventures, including with respect to Vet

Mentor.

19. According to OSU, Mr. Carter and Ms. Vlachos also represented to multiple individuals and entities concerning Mr. Carter's engagement of OSU donors to support and invest in her business ideas and projects, including Vet Mentor.

20. Mr. Carter also made extensive and continuing efforts to assist Ms. Vlachos' business aspirations through at least 14 other OSU employees and with OSU business and donor partners, including JobsOhio, Anduril, the ODVS, the Student Veterans of America, and the Ohio National Guard to secure employment, consulting, and workspace at OSU for Ms. Vlachos, provide production and advancement of her podcast, introduce her to veterans in the area, and even provide OSU space for a play Ms. Vlachos was involved with which she was using to further her podcast and other business ventures.

21. Chris Kabourek, Senior Vice President for Administration and Planning and Senior Advisor to Mr. Carter, was Ms. Vlachos' designated point of contact at OSU, although multiple other OSU employees were also points of contact.

22. As admitted by OSU, OSU employees participated in efforts to assist Ms. Vlachos' business interests, including Mr. Kabourek, both inside and outside OSU.

23. Indeed, multiple OSU employees received indirect requests from or were contacted directly by Ms. Vlachos using Mr. Carter's implicit or explicit authorization.

24. Mr. Carter attended the Lineworker Rodeo in Richmond from May 15-18, 2025 with Ms. Vlachos, the latter of whom had worked with OSU personnel in the President's Office to obtain and confirm the travel, accommodations, and scheduling for the trip.

25. While in Richmond in May 2025, Mr. Carter and Ms. Vlachos met with Vet Mentor’s Paul Hylenski and Chad Baker for the first time, discussing the Vet Mentor AI platform and a potential business venture incorporating that platform as the underlying technology for their venture.
26. In her email communication on June 4, 2025 to Mr. Carter and copying Mr. Hylenski for purposes of scheduling a meeting in furtherance of the venture, Ms. Vlachos positioned the venture as involving two distinct companies, with Vet Mentor AI as the core underlying technology.
27. Mr. Carter responded quickly and asked an OSU employee to coordinate a 45-minute Zoom call with Ms. Vlachos and Vet Mentor within the next 7–10 days.
28. On June 5, 2025, Ms. Vlachos again emailed “President Carter” with a subject line “Schedule Call with Anduril & JobsOhio | The Callout Podcast & App”, copying OSU business partners and Mr. Hylenski, to schedule through OSU personnel a similar business meeting with Anduril and/or JobsOhio and referencing the potential business venture with Vet Mentor.
29. OSU personnel contacted Mr. Hylenski on June 5, 2025 to schedule two meetings during June 2025 in furtherance of Ms. Vlachos’ request.
30. On June 17, 2025, Mr. Carter and Ms. Vlachos met with Mr. Hylenski, during which Mr. Hylenski demonstrated the Vet Mentor AI platform, walking them through the different tools, and also discussed how Vet Mentor AI could be used to link veterans with the training programs they needed for obtaining civilian employment using available government funding to pay for those programs.
31. After the June 17, 2025 meeting, Mr. Carter assisted Ms. Vlachos with engaging multiple OSU employees to facilitate funding the proposed venture with Vet Mentor, including Mr. Kabourek, Vice President and Chief Information Officer Rob Lowden, and employees in the Office of Academic Affairs related to online education and veterans’ programs.

32. On June 26, 2025, through the efforts and influence of Mr. Carter, Ms. Vlachos signed a \$93,716.00 contract with WOSU, a Public Broadcasting System member owned by OSU, for podcast production services covering 50 episodes and space, without cost to her, within WOSU's location at 1800 Pearl Street, Columbus, Ohio, which Ms. Vlachos later identified as the location of her company, VetEarnUSA, LLC, when she registered it with the Ohio Secretary of State on December 20, 2025, at which time she was severing communications with Vet Mentor personnel and blocking them from access to existing and prospective business relationships in Ohio as set more fully below.

33. As a result of the June 5, 2025 email, Mr. Carter, Ms. Vlachos, and JobsOhio personnel also met at JobsOhio's offices on July 10, 2025 to discuss Ms. Vlachos' podcast, her planned venture with Vet Mentor using Vet Mentor's underlying platform, and event sponsorship opportunities, during which Ms. Vlachos connected in Mr. Hylenski briefly to discuss Vet Mentor's development of a broader application using the Vet Mentor AI platform as the underlying technology and Mr. Carter openly emphasized OSU's support for Ms. Vlachos's endeavors.

34. On July 25, 2025, Ms. Vlachos emailed JobsOhio personnel and Mr. Carter, discussing multiple items and stating that she had "a comprehensive marketing plan with budgets & demo for your review" and requested a follow up meeting with JobsOhio, in response to which Mr. Carter told Ms. Vlachos, "My team will work to get you some time blocks for next meeting."

35. JobsOhio, which is and was engaged in multiple other projects with OSU, is a 501(c)(4) privately funded, nonprofit organization formed under the Ohio Revised Code to promote economic development, job creation, retention, and training, and recruitment of businesses to Ohio, and is governed by its Board of Directors and led by President and CEO J.P. Nauseef, whose Chief of Staff is Phil Greenberg.

36. As he did with JobsOhio, Mr. Carter also advanced Ms. Vlachos' venture with Vet Mentor inside OSU, including, for example, on August 18, 2025, when he met virtually with Ms. Vlachos and Mr. Kabourek, on August 20, 2025, when he met in person with Ms. Vlachos, Mr. Kabourek and others, and follow-up meetings with other OSU employees that he attended, facilitated and/or directed, including meetings involving Vet Mentor personnel and some without Vet Mentor's knowledge or participation.

37. During September 2025, with the support, guidance and direction of Mr. Carter, Ms. Vlachos conducted multiple discussions with Mr. Hylenski about obtaining funding to advance their venture, during which Ms. Vlachos stated with certainty that she could get Mr. Carter to set up an introduction with Les Wexner, a significant and influential donor to OSU, and subsequent meeting with him to discuss Mr. Wexner's potential purchase of the technology Vet Mentor was developing around the Vet Mentor AI platform, and as an option, if Wexner purchased Vet Mentor's technology and/or Vet Mentor itself, at the time valued at \$5–\$6 million dollars, Mr. Hylenski would stay on as Chief Technical Officer.

38. On September 22 and 24, 2025, OSU personnel, including Messrs. Kabourek and Blackburn discussed Vet Mentor's venture with Ms. Vlachos in the context of Mr. Carter's recent State of the University address, in which Mr. Carter highlighted OSU's stated goal to significantly grow OSU's veteran population and assist veterans with civilian employment and access to benefits through the Vet Mentor venture with Ms. Vlachos.

39. In the meantime, Ms. Vlachos continued to pursue JobsOhio to provide financial assistance for her podcast and her venture with Vet Mentor, and for sponsoring events with which she was involved, including, for example, stating to JobsOhio that her efforts were in furtherance of Mr. Carter's vision for OSU regarding veterans, OSU's stated purpose to become the most

veteran-friendly university in the nation, and soliciting confirmation from JobsOhio ahead of her October 2, 2025 meeting with “8 top tier OSU leadership” that JobsOhio would be a primary partner.

40. That meeting among OSU employees who had been contacted by Mr. Carter and Ms. Vlachos occurred on October 2, 2025, during which Ms. Vlachos, who had very little understanding of or technical expertise related to Vet Mentor’s technology or how it would be implemented, attempted to discuss the Vet Mentor venture without the knowledge or participation of Vet Mentor, a scenario that repeated on multiple occasions.

41. After the October 2, 2025 meeting with OSU personnel, Mr. Carter followed up with Mr. Kabourek and expressed his concern with how slowly OSU’s evaluation of the Vet Mentor venture was progressing and suggested that OSU seek funding for the venture through private OSU donor funds, specifically referencing a \$100,000.00 unrestricted financial gift to OSU.

42. In response, Mr. Kabourek prepared a project plan for Ms. Vlachos’ venture with Vet Mentor that included a \$20,000.00 OSU contract to assist with finalizing the technology based around Vet Mentor’s existing platform and funded by private donations to OSU.

43. On November 1, 2025, Ms. Vlachos texted Mr. Hylenski stating that Mr. Carter had met with Mr. Wexner and that, at the OSU football game that day, he would be discussing and scheduling a future meeting with Mr. Wexner about the Vet Mentor venture.

44. On November 3, 2025, Ms. Vlachos communicated with Messrs. Carter and Hylenski about scheduling preparation sessions in anticipation of their meeting with Mr. Wexner, in response to which Mr. Carter agreed to the purpose of those sessions, agreed to scheduling the first session on November 4, 2025, and further agreed to the initial topics Ms. Vlachos had proposed for discussion.

45. On November 4, 2025, Mr. Hylenski met with Mr. Carter and Ms. Vlachos, at which time Mr. Carter discussed how they could build a succinct pitch to get Mr. Wexner's attention and stimulate Mr. Wexner's interest in investing in the Vet Mentor venture, as well as how the technology would benefit OSU's Wexner medical facilities across Ohio.

46. On November 5 and 10, 2025, Mr. Kabourek spoke with Ms. Vlachos to discuss the Vet Mentor venture, after which Mr. Kabourek scheduled another meeting with OSU personnel for November 21, 2025, without the knowledge or involvement of Vet Mentor, to discuss using Vet Mentor's technology.

47. On November 12, 2025, Ms. Vlachos asked Mr. Carter and Mr. Hylenski to reschedule another follow-up call for additional preparation in advance of the meeting with Mr. Wexner.

48. On that same day, OSU Vice Provost Norman Jones scheduled a meeting to discuss veterans topics with Mr. Carter and General John Harris, Director of ODVS and former Adjutant General of the Ohio National Guard, in Mr. Carter's OSU office, immediately after which, Mr. Carter contacted General Harris to request a telephone meeting with Ms. Vlachos to discuss the Vet Mentor technology and venture.

49. On November 13, 2025, Ms. Vlachos texted Mr. Hylenski to let him know that, due to Mr. Carter's efforts, General Harris and ODVS were now interested in advancing the Vet Mentor venture: "Carter with his leadership team met with Harris yesterday. Carter is making intro for me. I'm inviting Harris to podcast. Harris might be on our call tomorrow.... You, Carter, me & Harris".

50. Later that same day, Ms. Vlachos again texted Mr. Hylenski stating, "Ohio National Guard Major General John Harris will be on the 11:30 call tomorrow!" and "I just got communication from Ted [Carter]— he told the General it's a demo vs. just a call tomorrow.

Harris is actually dealing with his own VA benefits as we speak. Are we able to do a quick demo tomorrow?”

51. By around this time, in furtherance of the venture, Vet Mentor had developed additional technology incorporating and linking back to the existing Vet Mentor AI platform to begin conducting demonstrations of how the technology and the Vet Mentor AI platform could combine to allow AI to assist veterans with finding a suitable civilian career, using available educational and employment benefits for a targeted career track, obtain disability benefits, and further their education, as well as the implementation of suicidal ideation detection.

52. On November 14, 2025, Ms. Vlachos called General Harris at 10:15, during which they discussed the Vet Mentor venture, her podcast, and her utilities industry focus.

53. Shortly after her call with General Harris that day, Ms. Vlachos texted Mr. Hylenski stating, “Just got off a f***ing phenomenal call with John Harris!!!!” in anticipation of their planned virtual meeting for the same day.

54. Later that day, Mr. Hylenski, Ms. Vlachos, Mr. Carter, and General Harris conducted a virtual meeting during which Mr. Hylenski performed a brief demonstration of the Vet Mentor AI platform, including VA disability benefits assistance, claim optimization functionality, interactive AI avatars, resume building tools, and employment preparation tools, and how the platform could be tailored and expanded to support veteran education pathways, enhanced employment functionality, integration with Ohio veteran programs, and a workflow solution for Veterans Services Organizations (“VSO”) offices throughout Ohio, after which and in response to General Harris’s visible excitement and interest, Mr. Carter reiterated multiple times to General Harris, “We need to get all over this.”

55. During that meeting, General Harris also specifically discussed the value of supporting

Ohio's county veteran service offices through the venture's platform incorporating and linking to Vet Mentor's previously existing technology to create a unified platform and how that could improve consistency and efficiency across Ohio.

56. After that meeting, Ms. Vlachos sent Mr. Hylenski another text noting Mr. Carter's and General Harris's enthusiastic reaction to Mr. Hylenski's stated intent in the meeting to "eviscerate" the existing veterans' assistance system and put out of business those who were and are profiting from veterans while providing little value to them.

57. On November 17, 2025, Ms. Vlachos contacted Mr. Hylenski about scheduling a formal demonstration to OSU's team, "I'm at dinner with the whole OSU team tonight. I'm fine with 12/11. Are you?", to which Mr. Hylenski agreed.

58. On November 18, 2025, with the support, guidance and direction from Mr. Carter, Ms. Vlachos continued communicating about Vet Mentor's OSU demonstration and OSU's participation in that same thread, stating: "Do you have time before Friday to hop on a call to let me drive a demo together to practice to take OSU slot Friday?"; "a full demo for the benefit of the rest of the OSU team/decision makers to approve OSU participation"; "Kabourek is all in but he cannot authorize moving forward on his own" without President Carter; and "utilizing OSU AI students/team resources to help with buildout, maintenance & scaling."

59. On the morning of November 21, 2025, Ms. Vlachos asked Mr. Kabourek's OSU executive assistant to reschedule the meeting he had organized for that day because another meeting that morning had been shifted by 30 minutes thereby disrupting Ms. Vlachos's schedule, so Mr. Kabourek directed his assistant to reschedule the meeting for him and his OSU senior colleagues' calendars for December 11, 2025.

60. That same day, with Mr. Carter's blessing and direction, Ms. Vlachos sent the following email to J.P. Nauseef, Phil Greenberg, and Alyssa Hardenbergh at JobsOhio and copying Mr. Carter and other OSU personnel, General Harris, and Vet Mentor's Messrs. Hylenski and Poch:

"Good Afternoon JP,

I hope your week has gone well! I'm truly looking forward to the honor of you cohosting The Callout Podcast at WOSU Dec.10 to officially launch our partnership. I'm beyond proud to lead together with JobsOhio, the State of Ohio & Ohio State University a national AI Transition, Education & Workforce Development tool for our Military & Veterans.

Per General Harris's request following our meeting this morning with President Carter, I'm sending this communication to request your help for an in person meeting. The purpose of the meeting is to perform a demo of our fully customizable & white label capable AI Veteran Transition Tool, as well as review the attached business use case analysis of this technology reflecting the economic impact for the state of Ohio.

Executive Summary: By implementing Vet Mentor AI statewide at \$10 per veteran, Ohio can deliver advanced benefits assistance, employment tools, and healthcare routing for between 280,000 and 700,000 veterans. This investment of \$2.8M-\$7.0M per year (plus a one-time \$12,000 Ohio-specific white-label build) produces transformational outcomes: \$5.04B-\$12.6B in new annual VA disability income flowing into Ohio households, \$0.59B-\$1.47B in healthcare system relief... \$0.65B-\$1.63B in Post-9/11 GI Bill tuition revenue injected into Ohio's colleges... For every \$1 Ohio invests, the state receives between \$700 and \$1,800 in federally generated economic return.

Copied in this email is Chris Kabourek-OSU SVP Administration & Planning, Rob Lowden - OSU VP & CIO, Paul Hylenski - Founder & Developer VetMentorAI, Matt Poch - VetMentorAI Govt AI Counsel & IP SME.

Would it be possible to look at calendars to find a day to meet at JobsOhio Headquarters after Thanksgiving for an hour?"

61. On November 22, 2025, Mr. Nauseef responded indicating that his team would reach out to schedule the requested meeting.

62. On November 24, 2025, a JobsOhio employee in Executive Services offered December 10 and 18 for the meeting to take place at JobsOhio headquarters.

63. On November 30, 2025, Mr. Carter sent an email to Ms. Vlachos and Mr. Hylenski about his upcoming keynote speech in Orlando at a significant conference where he would be highlighting OSU's AI initiatives and that he may be able to "highlight VetMentor" in his remarks and Q&A, further stating "I want to be additive to your work and if nothing else give your platform some Mil/Industry/Ed visibility."

64. On December 4, 2025, via email under the heading "AI Veteran Transition Tool App | VetEarnUSA Discussion at JobsOhio", JobsOhio formalized the meeting for December 10, 2025 for the demonstration of Vet Mentor's existing, underlying technology connecting with the surrounding technology developed by Vet Mentor, copying Mr. Carter and Samantha Erickson at their OSU email addresses and General Harris at his ODVS email address.

65. That same day, Mr. Carter, Ms. Vlachos, Mr. Hylenski, and Mr. Poch conducted a strategy conference on Zoom to begin preparing for the JobsOhio meeting, which Ms. Vlachos recorded and in which they discussed the presentation to JobsOhio using General Harris's involvement to secure funding, a collaborative initiative involving OSU, JobsOhio, and Ohio VA, and JobsOhio "providing funding for marketing and tools," a significant philanthropic contribution, and a potential \$30–40 million investment to make OSU and Ohio more veteran-friendly.

66. During that preparatory meeting, Mr. Carter also walked everyone through how JobsOhio might pay for the initiative and how he could divert funds from philanthropic investments at OSU to further the project.

67. Also on December 4, 2025, Mr. Carter called General Harris and asked him to support the technology developed by Vet Mentor, after which General Harris sent an electronic invitation to Ms. Vlachos and Messrs. Hylenski and Poch from his ODVS email for a call to prepare in anticipation of the JobsOhio meeting scheduled for December 10, 2025.

68. On December 5, 2025, during their meeting, General Harris, Ms. Vlachos, and Messrs. Hylenski and Poch discussed funding by JobsOhio and how to implement the Vet Mentor technologies in Ohio, and General Harris asked what the platform would cost and suggested that Ms. Vlachos call Mr. Nauseef at JobsOhio because, unlike ODVS, JobsOhio would have significant funds available that could support the Vet Mentor venture.

69. On December 10, 2025, during the JobsOhio meeting, Vet Mentor's demonstration incorporated benefits assistance, disability claims optimization, education pathways, employment matching, veteran transition support, VSO workflow concepts, and other veteran-support functionality into a single integrated demonstration experience.

70. By December 10, 2025, based on feedback from OSU, JobsOhio, and General Harris, Vet Mentor's demonstration had further evolved beyond the original Vet Mentor AI platform and included the full application experience built out to include additional veteran benefits assistance, disability claims optimization, education pathways, employment matching, veteran transition support, and workflow concepts for veteran service organizations, as well as employer- and college-specific portal functions, and specifically showing an OSU college portal example with OSU educational programs and classes and how veterans could be connected with educational opportunities aligned to their career goals and available benefits.

71. The demonstration also demonstrated how Ohio employers could participate through the employer-specific portals, and how OSU and other educational institutions could participate through the college-specific portals, thus establishing that the surrounding platform was not merely helping veterans obtain benefits—it was functioning software that integrated multiple veteran-focused capabilities into a single experience creating a complete ecosystem connecting

veterans, employers, educational institutions, VSOs, and state resources through a unified platform.

72. The presentation also included Ohio-specific financial projections centered on increasing veteran access to benefits, education funding, workforce participation, and associated economic impact within Ohio.

73. OSU's Messrs. Carter and Kabourek made significant efforts to attend the December 10, 2025 JobsOhio meeting and demonstration: at 11:45 am shortly after it began at 11:30 am, Mr. Carter left OSU's annual Faculty and Staff Recognition Luncheon on campus, at which he was the keynote speaker, attended the JobsOhio meeting in person downtown from 12:00-12:10 pm, and then returned to campus to attend the Recognition Luncheon again, whereas Mr. Kabourek had taken a red-eye flight from the west coast to attend the meeting and skipped OSU's Recognition Luncheon, where some of his employees were being honored, because Mr. Carter directed him and other OSU staff members to attend the JobsOhio meeting.

74. At the beginning of the JobsOhio meeting, Carter entered the room and made direct, authoritative statements regarding the Vet Mentor platforms, stating that he was willing to "put his name on this app and the university's name behind it," looking directly at Mr. Nauseef and stating, "You need to get this done," to which Mr. Nauseef responded, "We understand the mission, sir."

75. During the meeting, Mr. Carter emphasized that OSU supported pursuing Vet Mentor's technology and also directly addressed General Harris and stated, "We need to do this", to which General Harris visibly acknowledged agreement by nodding.

76. That same day, JobsOhio's Mr. Nauseef cohosted The Callout Podcast with Mr. Carter and General Harris at WOSU to, in the words of Ms. Vlachos, "officially launch our partnership."

77. During the December 10, 2025 podcast, Messrs. Carter and Nauseef and General Harris discussed launching the Vet Mentor technology developed around Vet Mentor AI.

78. On December 11, 2025, Mr. Kabourek continued to assist Mr. Carter with OSU's involvement with Vet Mentor's original platform and newly developed technology, when he, along with Messrs. Lowden and Blackburn, met with Ms. Vlachos and Messrs. Hylenski and Poch for another demonstration of Vet Mentor's platforms like the one presented to JobsOhio, and those efforts continued with OSU offices and groups through February 2026 even after, as set forth below, Mr. Carter and Ms. Vlachos worked together to block Vet Mentor's access to OSU, JobsOhio, ODVS, and others.

79. Ms. Vlachos had originally intended to schedule the December 11, 2025 meeting with OSU's Messrs. Kabourek, Lowden, and Blackburn without the knowledge of Messrs. Hylenski and Poch, but later invited them to the meeting.

80. After that meeting, Mr. Carter continued to push the Vet Mentor technology and assist Ms. Vlachos, including with the naming and potential corporate structure of the Vet Mentor venture, as well as a proposed logo.

81. On December 13, 2025, Mr. Hylenski sent an email titled "Financial Projections and Company Valuation" to Ms. Vlachos, Mr. Poch, and Mr. Baker providing preliminary financial projections of the venture based on certain parameters, which were discussed during their core meeting the following day.

82. During the December 14, 2025 core meeting, they discussed logo designs for "Operation Pathfinder", including general and OSU-specific versions, the latter built around a scarlet O, three likely revenue streams, funding options, including through JobsOhio, and investment funding versus access to grant-like funds.

83. In that meeting, with support, guidance and direction from Mr. Carter, Ms. Vlachos also demanded that she be the CEO of the venture, own 25% of the venture and underlying technology, and have unilateral control over all external meetings and communications with Mr. Carter and OSU, JobsOhio, and General Harris, in response to which Messrs. Hylenski and Poch made it clear that she did not own the Vet Mentor AI technology or the newly developed technology, they would not agree to her being CEO, and they were not willing to hand over absolute control of meetings or communications with stakeholders, but that discussions could and should remain open about structuring the venture.

84. The next day, December 15, 2025, with support, guidance, and direction from Mr. Carter, Ms. Vlachos directly contacted JobsOhio's Chief of Staff, without including or notifying Messrs. Hylenski and Poch, for purposes of blocking Vet Mentor's access to JobsOhio and controlling funding discussions with JobsOhio going forward.

85. In the meantime, Mr. Kabourek sent an email to Messrs. Hylenski and Poch responding to an earlier thank-you email from Mr. Hylinski in which Mr. Kabourek stated that he was "excited about the potential of the work you and Krisanthe are doing and I look forward to hearing more about next steps."

86. On December 20, 2025, to follow up on next steps, Mr. Greenburg sent an email to the Vet Mentor venture team stating that the next meeting "is better to happen sooner than later" and suggested December 23, 2025 or January 2, 2026 via Zoom.

87. That same day, Messrs. Hylanski and Poch again discussed the structuring of their venture with Ms. Vlachos during which Ms. Vlachos, with support, guidance and direction from Mr. Carter, again demanded to be the sole CEO with control over meetings and communication and to own "25% of the company", in response to which Messrs. Hylenski and Poch again reiterated that

Ms. Vlachos did not own the technology underlying the two platforms and they were not willing to give her that role or that level of control, at which point Ms. Vlachos, with support, guidance and direction from Mr. Carter, threatened that if she was not a 25% owner of all the underlying technology and the venture, she would block “access to Ohio,” including OSU, JobsOhio, General Harris and ODVS, and other state academic, veterans, and OSU donors and business partners.

88. That telephone conference ended with Messrs. Hylenski and Poch again asking Ms. Vlachos to propose alternative structuring options for the venture and reiterating that she does not own the technology.

89. On that same day, December 20, 2025, Ms. Vlachos registered “VetEarnUSA, LLC” with the Ohio Secretary of State, listing WOSU’s address, 1800 N. Pearl Street, Columbus, Ohio, as the business location, and identifying herself as the statutory agent at that same address.

90. Meanwhile, also on December 20, 2025, a JobsOhio Executive Coordinator emailed Ms. Vlachos and Mr. Poch, copying Mr. Greenberg and two other JobsOhio colleagues, to schedule their follow up meeting for January 2, 2026.

91. On December 21, 2025, Mr. Poch responded to JobsOhio accepting January 2, 2026 for the follow-up meeting with JobsOhio and communicated with Mr. Hylenski and Ms. Vlachos stating, “We grabbed the first time JobsOhio had available, Jan 2 at 11:30 am. It took us nearly 3 weeks to get this time slot and did not want to miss an opportunity to meet with them,” which was consistent with Mr. Greenburg’s stated urgency for getting the meeting scheduled and acting on the opportunity.

92. On December 22, 2025, with support, guidance and direction from Mr. Carter, Ms. Vlachos sent an email to Mr. Hylenski copying Mr. Carter and Mr. Greenberg and stating, “There is no meeting” with JobsOhio.

93. In fact, after her December 15, 2025 email, Ms. Vlachos, again with support, guidance and direction from Mr. Carter, had falsely represented to Mr. Greenberg that she was being “cut out” of the venture and directed JobsOhio not to interact or provide funding to Vet Mentor and otherwise hold off on any plans to work with Vet Mentor unless and until Vet Mentor agreed to capitulate to her demands.

94. On December 23, 2025, Mr. Greenberg texted Mr. Poch stating, “We should talk.”

95. That same day, Mr. Greenburg and Mr. Poch spoke by telephone during which Mr. Greenberg apologized to Mr. Poch but confirmed that Mr. Carter would no longer support Ven Mentor, including to JobsOhio leadership, unless and until Vet Mentor capitulated to Ms. Vlachos’ demands for the venture, and that if Vet Mentor agreed to Ms. Vlachos’ demands, Vet Mentor “could come back to JobsOhio,” in response to which Mr. Poch explained that Vet Mentor could not meet Ms. Vlachos’ demands but were nevertheless prepared to move forward with JobsOhio.

96. On December 23 or 24, 2025, Mr. Carter and Ms. Vlachos conducted a Zoom meeting with Mr. Greenberg during which Mr. Carter and Ms. Vlachos again directed JobsOhio not to work with Vet Mentor unless and until Vet Mentor agreed to Ms. Vlachos’ demands for the ownership and structure of the venture.

97. On December 23, 2025, with support, guidance and direction from Mr. Carter, Ms. Vlachos sent an email solely to Mr. Hylenski falsely stating, “Matt is trying to change our original agreement. In order to hold the January 2 meeting you and I must be on the [same] page. If you’re willing to return to our original agreement in writing, I will facilitate both a JobsOhio meeting plus an additional funding meeting with a different group.”

98. The following morning on December 24, 2025, Mr. Hylenski replied to Ms. Vlachos stating,

“I want to be very clear in writing so there is no confusion.

I own 100% of the application and all associated IP. The Vet Mentor AI platform, the underlying software, the models, the training data approach, the prompts, and the product design are mine. None of that has been transferred to any entity or person, and none of that is up for negotiation as part of any 'original agreement.' There was no 'original agreement' in which you were to be CEO of the combined venture with unilateral control over meetings and communications. That is not what was discussed on Dec 14 and it is not a structure Matt or I will agree to now. I have told you this directly, and Matt has told you this directly.

You do not have the authority to cancel the JobsOhio meeting, and you do not have the authority to decide who attends funding meetings. Sending "There is no meeting" on Dec 22 with Ted Carter and Phil Greenberg cc'd was not a decision you had standing to make, and your Dec 23 email tying your participation in any funding meetings to being given the CEO position is not something I will agree to. Matt and I intend to proceed with the JobsOhio meeting on January 2 at 11:30 AM as scheduled, and we intend to continue to engage with OSU, JobsOhio, and General Harris on Vet Mentor AI. You are welcome to participate in the business-development role that was agreed to on Dec 14. You are not welcome to cancel funding meetings, redefine ownership, or hold JobsOhio engagement hostage to an equity or title demand.

To restate: I own 100% of the Vet Mentor AI application and all associated IP."

99. By this point, however, Mr. Carter, Ms. Vlachos and JobsOhio had all agreed that they would not go forward with the January 2, 2026 meeting and block any further interactions between OSU, ODVS, JobsOhio, and Mr. Carter's contacts with OSU donors and business partners with Vet Mentor.

100. After the holidays, on January 4, 2026 Mr. Hylenski emailed General Harris about moving forward without Ms. Vlachos due to "a difference in understanding regarding ownership of the application" and stating that Ms. Vlachos "did not participate in the development of the platform nor hold any ownership stake in the underlying intellectual property," however, at the direction of Mr. Carter and Ms. Vlachos, General Harris never responded and did not communicate further.

101. On January 23, 2026, in an effort to continue OSU's involvement with Ms. Vlachos and develop technology mirroring Vet Mentor's underlying and newly-developed technology, Mr.

Carter sent an email to Ms. Vlachos and OSU's Shereen Agrawal, Director of OSU's Center for Software Innovation, and Mr. Lowden, copying Mr. Kabourek, to set up a meeting to discuss mirroring Vet Mentor's platforms and use it to make OSU "the most Veteran-friendly university in the U.S.," more specifically stating,

Dear Krisanthe, Rob, and Shereen,

I would like to introduce the three of you.

Krisanthe and Rob have previously discussed creating a platform to better attract and serve Veterans in their search for education and workforce opportunities. Shereen, in your role as the Director of the Center for Software Innovation, I am hoping Rob can coordinate a meeting for the three of you to discuss future possibilities.

My goal is to explore how we can work together to make our priority of being the most Veteran-friendly university in the U.S. a reality.

Stay well and safe everyone,

Ted Carter

102. After speaking with Mr. Carter and Ms. Vlachos, and at the direction of Mr. Carter, on February 4, 2026, Ms. Agrawal sent an email to OSU's Kulkarni Tushar to set up a meeting with Ms. Vlachos to discuss developing a platform mirroring Vet Mentor's technology with developer "Big Kitty".

103. On February 4, 2026, Ms. Vlachos met with Ms. Agrawal, Mr. Lowden, and OSU's Chief Application Officer, Lynne Sanbe, on OSU's campus to discuss Mr. Carter's and Ms. Vlachos' proposal for mirroring Vet Mentor's underlying platforms.

104. On February 5, 2026, with support, guidance and direction from Mr. Carter, Ms. Vlachos emailed the meeting attendees from the February 4, 2026 meeting to set up another meeting with her and Mr. Carter's contacts at JobsOhio, the Ohio National Guard, ODVS, and other OSU business partners to discuss developing an Ohio "think tank" using a platform mirroring Vet

Mentor's technology.

105. On February 10, 2026, with support, guidance, and direction from Mr. Carter, Ms. Vlachos sent a follow-up email to Ms. Agrawal and Ms. Sanbe, copying Mr. Lowden, to move the project forward without Vet Mentor.

106. Ms. Vlachos spoke with Ms. Agrawal on February 23, 2026, during which they discussed Mr. Carter's and Ms. Vlachos' plans for OSU to mirror Vet Mentor's platforms.

107. On March 3, 2026, with support, guidance and direction from Mr. Carter, Ms. Vlachos and Mr. Kabourek exchanged texts about seeking funding from JobsOhio and pursuing a partnership with OH.io, an Ohio-centric AI-native performance venture platform, and scheduled a meeting for later in March to discuss next steps.

108. With support, guidance and direction from Mr. Carter, Ms. Vlachos later texted Mr. Kabourek to let him know that she would be meeting with OH.io Chief of Staff Colin McGinnis and asking whether Mr. Kabourek wanted to join the meeting.

109. With the support, guidance and direction from Mr. Carter, Ms. Vlachos connected with OH.io personnel, copying Mr. Carter, to introduce herself and plans, including mirroring Vet Mentor's technology, and scheduled a meeting with OH.io for March 11, 2026.

110. However, on March 7, 2026, in anticipation of the public disclosure of his close personal relationship with Ms. Vlachos and his efforts with OSU and OSU's donor and business partners on her behalf, among other actions and omissions, Mr. Carter resigned from his position as President of OSU.

111. Following Mr. Carter's resignation on March 7, 2026, OSU personnel published multiple defamatory statements against Vet Mentor in writing and through numerous electronic, written, visual, internet, and other national and international media sources, including media within Ohio

and in London, New York, Louisiana, Maryland, Massachusetts, and Virginia, and elsewhere, and continues to publish defamatory statements against Vet Mentor in the same manner through the present, which directly and proximately caused and continues to cause reputational harm to Vet Mentor.

112. For example, OSU has repeatedly published defamatory false statements that Vet Mentor had not and has not developed the technology discussed with and demonstrated to OSU, JobsOhio, and others, but in fact, Vet Mentor AI, the underlying platform upon which the surrounding platform was developed by Vet Mentor and demonstrated to OSU, JobsOhio, ODVS, and others, was a functioning platform that included veteran benefits optimization, disability claims assistance, interactive AI avatars, resume-building tools, career preparation resources, employment support functionality, veteran transition capabilities, and workflow concepts for VSOs, and had been generating revenue since December 2024.

113. Similarly, the technology developed by Vet Mentor to connect with the underlying Vet Mentor AI platform in furtherance of the venture demonstrated the full application experience built out to include additional veteran benefits assistance, disability claims optimization, education pathways, employment matching, veteran transition support, and workflow concepts for veteran service organizations, as well as employer- and college-specific portals, one of which specifically identified OSU educational programs and classes and how veterans could be connected with education opportunities aligned to their career goals and available benefits.

114. OSU has also repeatedly published defamatory false statements that Vet Mentor had and has no benefit to OSU contrary to President Carter's publicly stated objective of making OSU the most veteran-friendly university in the country and otherwise contrary to OSU's stated ongoing support for furthering the education of veterans and enhancing their transition to civilian careers

and contrary to objective statements made by others, including without limitation General Harris.

115. OSU further falsely stated that Vet Mentor did not and does not have meaningful technology or any working demonstration in place, which, as set forth above, is false—Vet Mentor specifically demonstrated to OSU and others Vet Mentor’s functioning, core surrounding platform providing educational pathways through a proposed OSU-specific portal example with educational programs and classes loaded into the system as well as education- and employer-specific portals.

116. OSU’s false statements in this regard are also contrary to the personal observations of Mr. Carter and other current or former OSU employees, as well as individuals, businesses and universities inside and outside of Ohio, and, in fact, Vet Mentor’s platforms are currently being used, at a substantial discount due to OSU’s defamatory statements.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

Intentional Interference of Business Relationship Against The Ohio State University and Walter Edward Carter, Jr.

117. Vet Mentor incorporates the allegations contained in previous paragraphs 1-116 as if fully rewritten herein.

118. At all times relevant herein Vet Mentor maintained multiple current prospective business relationships, including without limitation with OSU, JobsOhio, ODVS, Mr. Wexner, and others within the State of Ohio as well as outside Ohio, including Louisiana, Maryland, Massachusetts, and Virginia.

119. At all times relevant herein OSU and Mr. Carter were actually and/or constructively aware of Vet Mentor’s current and prospective business relationships.

120. At all times relevant herein OSU, including through Mr. Carter while in the course and scope of his employment and/or agency with OSU, and Mr. Carter, to the extent he was acting

manifestly outside the scope of his employment and/or agency with OSU or otherwise was acting with malicious purpose, in bad faith, and/or in a wanton or reckless manner, directly and/or indirectly induced and/or purposefully caused multiple persons and entities not to enter into and/or continue, breach and/or terminate their current and/or prospective business relationships with Vet Mentor, including without limitation OSU, JobsOhio, ODVS, Mr. Wexner, and others, including in Louisiana, Maryland, Massachusetts, and Virginia.

120. OSU and Mr. Carter lacked privilege or authority to induce and/or purposefully cause multiple persons and entities not to enter into and/or continue, breach and/or terminate their current and/or prospective business relationships with Vet Mentor.

121. At all times relevant herein OSU and Mr. Carter acted with actual malice when they directly and/or indirectly induced and/or purposefully caused multiple persons and entities to breach and/or terminate their current and/or prospective relationships with Vet Mentor, including but not limited to knowingly making false statements and/or acting with reckless disregard of whether they were true or false.

122. As a direct and proximate cause of the actions and omissions of OSU and Mr. Carter, Vet Mentor has incurred and will continue to incur compensatory economic and non-economic damages in excess of \$25,000.00, plus punitive damages, fees, costs, and attorney fees, all in amounts that will be proven at trial.

SECOND CLAIM FOR RELIEF
Defamation Against The Ohio State University

123. Vet Mentor incorporates the allegations contained in previous paragraphs 1-122 as if fully rewritten herein.

124. OSU maliciously, recklessly, and/or negligently made multiple false and defamatory statements about Vet Mentor, which is a “private person” under Ohio law, including without

limitation public statements, statements to multiple media members, and statements to Vet Mentor's current and/or prospective business partners.

125. OSU's multiple false and/or defamatory statements about Vet Mentor which were published without privilege and authority to third parties, including without limitation internally media and Vet Mentor's prospective business partners within and outside the state of Ohio.

126. OSU's multiple false and defamatory statements about Vet Mentor were defamatory *per se* adversely affecting Vet Mentor's business reputation and revenues, ability to pursue its existing and prospective business relationships within and without the State of Ohio; alternatively, OSU's multiple false and defamatory statements about Vet Mentor were defamatory *per quod* and caused special harm and damages to Vet Mentor, including adversely affecting Vet Mentor's business reputation and revenues, and ability to pursue its existing and prospective business relationships within and without the State of Ohio.

127. As a direct and proximate cause of OSU's multiple false and defamatory statements about Vet Mentor, Vet Mentor has incurred and will continue to incur compensatory economic and non-economic damages in excess of \$25,000.00, plus punitive damages, fees, costs, and attorney fees, all in amounts that will be proven at trial.

THIRD CLAIM FOR RELIEF
Negligent Entrustment, Hiring, Supervision and Retention
Against The Ohio State University

128. Vet Mentor incorporates the allegations contained in previous paragraphs 1-127 as if fully rewritten herein.

129. At all times relevant herein, Mr. Carter maintained an employment and/or agency relationship with OSU.

130. At all relevant times herein, including before and during his time as OSU's President, Mr.

Carter repeatedly failed to conduct himself in a manner consistent with the ethical and professional duties of a president for a major university, including without limitation maintaining a close personal relationship with Ms. Vlachos predating and continuing during his tenure as President of OSU.

131. At all relevant times herein, including before and during his time as OSU's President, Mr. Carter was incompetent regarding and otherwise breached his ethical and professional duties by repeatedly inviting Ms. Vlachos to accompany him on trips, conducting dozens of scheduled and unscheduled meetings with her, communicating with her on both his university and personal email accounts, making multiple appearances on her podcast, and other activities and circumstances while being involved in a close personal relationship with her.

132. At all relevant times herein, including during his time as OSU's President, Mr. Carter was incompetent regarding and otherwise breached his ethical and professional duties by repeatedly using his name and position as President of OSU to advance and then block and/or adversely affect Vet Mentor's current and prospective business relationships when Ms. Vlachos' demands were not met, and urging and permitting Ms. Vlachos to use his name and position as President of OSU in furtherance of her, Mr. Carter's and/or OSU's business interests, seeking resources for Ms. Vlachos from Ohio governmental departments, various OSU corporate and donor partners and other organizations, and, along with Ms. Vlachos, representing to multiple individuals and entities his engagement of OSU and OSU donors to support and invest in business ideas and projects.

133. At all relevant times herein, including during his time as OSU's President, Mr. Carter was incompetent regarding and otherwise breached his ethical and professional duties by also repeatedly making extensive and continuing efforts to assist his and/or Ms. Vlachos's business

aspirations through OSU employees and with OSU business and donor partners, to secure employment, consulting and workspace for Ms. Vlachos, provide production of and advance Ms. Vlachios' podcast, introduce Ms. Vlachos to the veterans in the area, and the like.

134. At all relevant times herein, including before and during his time as OSU's President, OSU had actual and/or constructive knowledge about, and/or should have discovered, Mr. Carter's ethical and professional incompetence and tortious conduct as set forth herein both before hiring Mr. Carter and entrusting him with power as President, and while supervising and retaining Mr. Carter throughout his tenure as OSU's President.

135. OSU acted negligently by failing to perform its due diligence, failing to act on employee reports about his relationship with Ms. Vlachos and Mr. Carter's actions, looking the other way and/or siloing adverse information, not following university protocols, and/or minimizing and ignoring Mr. Carter's actions.

136. As a direct and proximate cause of OSU's negligent entrustment, hiring, supervision and retention of Mr. Carter, Vet Mentor has incurred and will continue to incur compensatory economic and non-economic damages in excess of \$25,000.00, plus punitive damages, fees, costs, and attorney fees, all in amounts that will be proven at trial.

FOURTH CLAIM FOR RELIEF
Determination Under R.C. 2743.02(F)
Against The Ohio State University and Walter Edward Carter, Jr.

137. Vet Mentor incorporates the allegations contained in previous paragraphs 1-136 as if fully rewritten herein.

138. This is a civil action against Mr. Carter under R.C. 2743.02(F).

139. At all relevant times herein, Mr. Carter was an employee as defined in R.C. 109.36, and/or an agent of OSU, with actual or apparent authority, whose actions set forth herein, in whole or in

part, were undertaken within the course and scope of his employment, agency, and/or official duties for OSU.

140. Alternatively, at all relevant times herein, Mr. Carter was an employee as defined in R.C. 109.36, and/or an agent of OSU, with actual or apparent authority, whose actions as set forth herein, in whole or in part, were undertaken with malicious purpose, in bad faith, and/or in a wanton or reckless manner, and/or to the extent all or a portion of Mr. Carter's conduct was manifestly outside the scope of his employment or official responsibilities for OSU.

141. Under R.C. 2743.02(F), this Court has sole authority to make a determination whether and to what extent, in whole or in part, Mr. Carter was acting within the course and scope of his employment and/or agency with OSU and would therefore be entitled to personal immunity under R.C. 9.86, and/or whether the Franklin County Court of Common Pleas has jurisdiction over all or a portion of Vet Mentor's claims against Mr. Carter.

WHEREFORE, in consideration of the foregoing, Vet Mentor AI, Inc. seeks compensatory economic and non-economic damages in excess of \$25,000.00, plus punitive damages, fees, costs, and attorney fees, all in amounts that will be proven at trial, a determination as to whether all or a portion of Walter Edward Carter, Jr.'s conduct was within the course and scope of his employment for OSU which would entitle him to personal immunity under R.C. 9.86, and any other relief this Court deems just and appropriate.

DICKIE, MCCAMEY & CHILCOTE, P.C.

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