

IN THE CIRCUIT COURT OF THE 17th
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO.: _____

APEX RESOURCES 1, LLC, a Wyoming
limited liability company, and NICOLE
HASHAGEN, an individual,

Plaintiffs,

v.

UEC OF FLORIDA, LLC, a Florida limited
liability company, and UNIVERSAL WASTE,
LLC, a Florida limited liability company,

Defendants.

_____ /

COMPLAINT

Plaintiffs, APEX RESOURCES 1, LLC (“Apex”), and NICOLE HASHAGEN (“Hashagen”) (collectively, “Plaintiffs”), sue Defendants, UEC OF FLORIDA, LLC (“UEC”), and UNIVERSAL WASTE, LLC (“Universal”) (collectively, “Defendants”), and allege:

THE PARTIES

1. Plaintiff Apex Resources 1, LLC is a Wyoming limited liability company registered to transact business in the State of Florida. At all times material hereto, Apex has operated as a commercial waste and recycling brokerage, procuring and managing waste and recycling services for commercial customers in Broward County and elsewhere in Florida.

2. Plaintiff Nicole Hashagen is an individual, is sui juris, and at all times material hereto has resided in Broward County, Florida. Hashagen is a principal and the authorized representative of Apex. She was formerly employed by Defendants in a sales and management capacity.

3. Defendant Universal Waste, LLC is a Florida limited liability company with its principal place of business at 275 Commercial Boulevard, Suite 303, Lauderdale-by-the-Sea,

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Broward County, Florida 33308.

4. Defendant UEC of Florida, LLC is a Florida limited liability company with its principal place of business at the same address. UEC and Universal share the same principal business address, the same manager, Russell Mackie, and the same registered agent, Samuel Weiss.

5. This paragraph is reserved to amend to add additional defendants.

6. This paragraph is reserved to amend to add additional defendants.

7. This paragraph is reserved to amend to add additional defendants.

8. At all times material hereto, UEC and Universal operated as a single, integrated business enterprise. They shared common ownership, management, officers, employees, offices, and resources; held themselves out interchangeably to customers and third parties; and acted in concert with respect to the conduct alleged herein. As used in this Complaint, the term "Defendants" refers to UEC and Universal jointly, each of which is liable, jointly and severally, for the acts and omissions alleged.

JURISDICTION AND VENUE

9. This is an action for damages that exceed Fifty Thousand Dollars (\$50,000.00), exclusive of interest, costs, and attorneys' fees, together with an action for injunctive relief. This Court therefore has subject matter jurisdiction pursuant to section 26.012, Florida Statutes.

10. This Court has personal jurisdiction over Defendants because each is a Florida limited liability company with its principal place of business in Broward County, Florida, and each conducts substantial and continuous business in the State of Florida.

11. Venue is proper in Broward County, Florida, pursuant to section 47.011, Florida Statutes, because Defendants reside in Broward County, the causes of action accrued in Broward County, and the acts and omissions giving rise to this action occurred in Broward County.

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12. All conditions precedent to the bringing and maintenance of this action have occurred, have been performed, or have been waived or excused.

GENERAL ALLEGATIONS

A. Hashagen's Employment and Unpaid Commissions

13. Hashagen was formerly employed by Defendants in a sales and management capacity. During her employment, she generated substantial revenue for Defendants and earned commissions under Defendants' commission program based upon the revenue she generated.

14. Beginning in or about early 2026, the parties' relationship deteriorated. The deterioration was caused by, among other things, a potential sale of the corporate entities as well as discomfort with continuing to work for the Defendants.

15. Defendants began negotiating to change the terms of Hashagen's employment. Those negotiations did not bear fruit. Defendants ceased paying Hashagen the commissions she had earned to bring pressure to bear as to Hashagen to enter an agreement, the parties' negotiations concerning her continued relationship with Defendants broke down further, and Hashagen's employment ended.

16. Defendants have failed and refused to pay Hashagen commissions that she earned, including, without limitation, approximately \$43,000 attributable to 2025, approximately \$74,449 attributable to the first quarter of 2026, and approximately \$50,000 attributable to the second quarter of 2026, for a total of not less than \$167,449.

17. Upon information and belief, Defendants did not determine the commissions owed to Hashagen within their accounting system of record. Instead, Defendants exported their sales and cost data into spreadsheets and adjusted that data to reduce the commissions shown as payable to Hashagen, thereby understating the amounts she was owed. The approximately \$43,000 in commissions attributable to 2025 was approved and recorded by Defendants as an account payable

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owed to Hashagen but has never been paid.

18. Upon information and belief, Defendants maintained two sets of figures for the revenue, cost, and profit associated with the accounts on which commissions and profit shares were calculated: the actual figures, and a separate set of figures that Defendants directed be adjusted downward. Defendants restricted access to the actual figures. On more than one occasion, Defendants instructed that the figures for an account be changed to show reduced or negative profit, so as to reduce the amounts shown as payable. By this practice, Defendants understated and withheld amounts owed, including commissions owed to Hashagen.

19. Hashagen has demanded payment of the earned commissions. Defendants have refused to pay.

B. Apex's Independent Business and Its Customer Relationships

20. In anticipation of and following the end of her employment, Hashagen, together with others, formed and operated Apex as an independent commercial waste and recycling brokerage. Apex competes lawfully with Defendants.

21. Apex services commercial customers throughout South Florida, including approximately ten Dunkin' branded locations owned by an entity that does business as All Stores Management, also referred to as Friendly Management Group (the "All Stores Account"). Apex's customers, including the All Stores Account, are parties to written service agreements with Apex.

22. Apex obtained the All Stores Account through the efforts of an independent sales representative engaged by Apex. The All Stores Account was not procured or serviced using any resource, vendor relationship, pricing, or service agreement of Defendants, and it has no connection whatsoever to Defendants.

C. Defendants' Interference with Apex's Customers

23. Defendants knew of Apex's contractual and advantageous business relationships

with its customers, including the All Stores Account.

24. Upon information and belief, Defendants identified Apex's customers, including the All Stores Account, by paying individuals employed by waste haulers to provide Defendants with confidential, non-public customer information.

25. On or about June 25, 2026, Defendants sent a written communication to the All Stores Account (the "Customer Letter"). The Customer Letter stated, in substance, that the customer's waste and recycling account "may have been transferred to or is being serviced through Apex Resource One using Universal Waste's vendor relationships, pricing, and service agreements without their authorization"; that Defendants had "initiated legal action" and were "investigating the matter"; and that the customer's "current service arrangements could potentially be impacted while the dispute is being resolved." The Customer Letter further urged the customer to contact Defendants directly.

26. The statements in the Customer Letter were false. Apex did not use any vendor relationship, pricing, or service agreement of Defendants to procure or to service the All Stores Account, and the customer's relationship with Apex was lawful and authorized in all respects.

27. Defendants sent the Customer Letter intending to induce Apex's customer to terminate or curtail its relationship with Apex, to cause the customer to fear an interruption of its service, and to divert the customer's business to Defendants.

28. Upon information and belief, Defendants have sent, or intend to send, similar false communications to other customers and prospective customers of Apex.

29. Defendants' interference has not been limited to the All Stores Account. Defendants, directly and through other persons acting on their behalf, have communicated to waste haulers and to customers and prospective customers of Apex that they should not do business with Apex, Hashagen, or Apex's principals, and that doing so would place their own business at risk.

Defendants made these communications to impair Apex's relationships with the waste haulers and customers on which its brokerage business depends, and to divert that business to Defendants.

30. Defendants have also falsely represented, including to Apex's customers and on Defendants' public website, that Defendants were the original servicer of, or presently service, customers that are in fact Apex's customers and that have no relationship with Defendants, including the customers comprising the All Stores Account. Defendants' website lists as Defendants' active customers businesses that are not Defendants' customers.

D. Defendants' False Statements That Hashagen Committed a Crime

31. On multiple occasions, Defendants, acting through their Vice President of Business Development, Eric Rubenstein, and others on their behalf and/or at their direction, made false statements to actual and prospective customers of Apex to the effect that Hashagen was "under criminal investigation," had committed "theft," and/or was being sued "for theft." At least one such statement was reduced to writing.

32. Defendants' false statements concerning Hashagen were also published through other persons acting at Defendants' direction or on their behalf. Among others, a sales representative of a waste hauler, whom Defendants compensated, telephoned a customer of Apex and stated that Hashagen was under criminal investigation and had stolen money from Defendants. The customer to whom these statements were made has no relationship with Defendants.

33. The statements were false. Hashagen has not been arrested for, charged with, or convicted of any crime, and she is not the subject of any criminal investigation.

34. Defendants made these statements knowing that they were false, or with reckless disregard for their truth or falsity, and for the purpose of injuring the reputations and businesses of Hashagen and Apex, and for the pecuniary benefit of the Defendants – to obtain Apex customers.

35. The conduct described above was undertaken by UEC and Universal acting in

concert, through their common principals, including Russell Mackie and Eric Rubenstein.

COUNT I
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS
(Apex against Defendants)

36. Apex realleges and incorporates by reference the allegations of paragraphs 1 through 35 above as though fully set forth herein.

37. At all times material hereto, Apex had contractual and advantageous business relationships with its customers, including the All Stores Account, under which Apex had existing and prospective legal rights.

38. Defendants had knowledge of Apex's business relationships with its customers, including the All Stores Account.

39. Defendants intentionally and without justification interfered with those relationships by, among other things, sending the Customer Letter and making false statements designed and intended to induce Apex's customers not to continue doing business with Apex and to divert that business to Defendants.

40. Defendants' interference was unjustified and was accomplished through improper means, including the publication of false statements concerning Apex and the use of confidential customer information that Defendants obtained unlawfully, including by paying waste haulers' employees for that information.

41. As a direct and proximate result of Defendants' interference, Apex has suffered damages, including lost customers, lost revenue and profits, and injury to its business relationships and goodwill.

WHEREFORE, Plaintiff Apex Resources 1, LLC demands judgment against Defendants, UEC of Florida, LLC and Universal Waste, LLC, jointly and severally, for compensatory damages exceeding \$50,000.00, together with prejudgment interest and costs, and such other and further

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relief as the Court deems just and proper.

COUNT II
DEFAMATION PER SE
(Hashagen against Defendants)

42. Hashagen realleges and incorporates by reference the allegations of paragraphs 1 through 35 above as though fully set forth herein.

43. Defendants published to third parties, including Apex's actual and prospective customers, false statements of fact concerning Hashagen, namely that she was under criminal investigation, had committed theft, and/or was being sued for theft.

44. The statements were false when made.

45. The statements charge Hashagen with the commission of a crime and tend to subject her to criminal prosecution, and they also tend to injure her in her trade, business, and profession. The statements are therefore defamatory per se.

46. Defendants published the statements without privilege and either knowing that they were false or with reckless disregard for, or negligence as to, their truth or falsity.

47. Because the statements are defamatory per se, damage to Hashagen is presumed as a matter of law. In addition, Hashagen has suffered actual damages, including injury to her reputation, humiliation and emotional distress, and lost business.

WHEREFORE, Plaintiff Nicole Hashagen demands judgment against Defendants, UEC of Florida, LLC and Universal Waste, LLC, jointly and severally, for presumed and actual compensatory damages exceeding \$50,000.00, together with prejudgment interest and costs, and such other and further relief as the Court deems just and proper.

COUNT III
DEFAMATION AND BUSINESS DISPARAGEMENT
(Apex against Defendants)

48. Apex realleges and incorporates by reference the allegations of paragraphs 1

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through 35 above as though fully set forth herein.

49. In the Customer Letter, and in other oral and written statements to Apex's actual and prospective customers, Defendants published false statements of fact concerning Apex and its business, including that Apex was servicing accounts "without authorization" and through the unauthorized use of Defendants' resources, that Apex's conduct was unlawful, and that Apex's customers faced potential interruption of their service by reason of their relationship with Apex.

50. The statements were false and concerned Apex's business, its services, and its integrity.

51. The statements tend to injure Apex in its trade and business and are defamatory per se as to Apex. In the alternative, the statements constitute injurious falsehood and trade disparagement, in that they were false and disparaging statements concerning Apex's business and services, published with malice and with the intent to cause, and in fact causing, pecuniary loss to Apex.

52. Defendants published the statements without privilege and either knowing that they were false or with reckless disregard for their truth or falsity.

53. As a direct and proximate result of Defendants' conduct, Apex has suffered damages, including lost customers, lost revenue and profits, and injury to its business reputation and goodwill.

WHEREFORE, Plaintiff Apex Resources 1, LLC demands judgment against Defendants, UEC of Florida, LLC and Universal Waste, LLC, jointly and severally, for compensatory damages exceeding \$50,000.00, together with prejudgment interest and costs, and such other and further relief as the Court deems just and proper.

COUNT IV
CIVIL CONSPIRACY
(Plaintiffs against Defendants)

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54. Plaintiffs reallege and incorporate by reference the allegations of paragraphs 1 through 35 above as though fully set forth herein.

55. Defendants UEC of Florida, LLC and Universal Waste, LLC are separate and distinct legal entities. Defendants, together with their principals, agreed and combined among themselves to accomplish unlawful acts, and to accomplish lawful acts by unlawful means, including the tortious interference with Apex's business relationships and the defamation of Plaintiffs alleged above.

56. In furtherance of the conspiracy, Defendants committed overt acts, including, without limitation, sending the Customer Letter, publishing false statements that Hashagen was under criminal investigation and/or had committed theft, and paying individuals employed by waste haulers to obtain Apex's confidential customer information.

57. As a direct and proximate result of the conspiracy and the overt acts committed in furtherance of it, Plaintiffs have suffered damages.

WHEREFORE, Plaintiffs, Apex Resources 1, LLC and Nicole Hashagen, demand judgment against Defendants, UEC of Florida, LLC and Universal Waste, LLC, jointly and severally, for compensatory damages exceeding \$50,000.00, together with prejudgment interest and costs, and such other and further relief as the Court deems just and proper.

COUNT V
BREACH OF CONTRACT (UNPAID COMMISSIONS)
(Hashagen against Defendants)

58. Hashagen realleges and incorporates by reference the allegations of paragraphs 1 through 35 above as though fully set forth herein.

59. Hashagen and Defendants entered into an agreement under which Hashagen would be paid commissions, calculated as a portion of the revenue or profit she generated for Defendants.

60. Hashagen performed all of her obligations under the agreement, or her performance was excused, waived, or prevented by Defendants.

61. Defendants breached the agreement by failing and refusing to pay Hashagen the commissions she earned, in an amount of not less than \$167,449.

62. As a direct and proximate result of Defendants' breach, Hashagen has been damaged.

63. As a result of the actions of the Defendants, Hashagen has been required to hire the undersigned attorneys and is responsible to pay a reasonable fee therefor.

64. The Court is empowered to award attorney fees to the prevailing party, pursuant to Fla. Stat. §448.08.

WHEREFORE, Plaintiff Nicole Hashagen demands judgment against Defendants, UEC of Florida, LLC and Universal Waste, LLC, jointly and severally, for compensatory damages exceeding \$50,000.00, together with prejudgment interest and costs, and such other and further relief as the Court deems just and proper.

COUNT VI
UNJUST ENRICHMENT
(Hashagen against all Defendants)

65. This Count for unjust enrichment is pleaded in the alternative.

66. Plaintiff Nicole Hashagen realleges and incorporates by reference the allegations of paragraphs 1 through 35 above as though fully set forth herein, except to the extent that any such allegation avers the existence of an enforceable contract.

67. Hashagen conferred a benefit upon Defendants by generating substantial revenue and business for them through her efforts.

68. Defendants had knowledge of the benefit conferred and voluntarily accepted and retained that benefit.

69. Under the circumstances, it would be inequitable for Defendants to retain the benefit without paying Hashagen the value of the commissions she earned.

WHEREFORE, Plaintiff Nicole Hashagen demands judgment against Defendants, UEC of Florida, LLC and Universal Waste, LLC, jointly and severally, for damages exceeding \$50,000.00, together with prejudgment interest and costs, and such other and further relief as the Court deems just and proper.

COUNT VII
TEMPORARY AND PERMANENT INJUNCTIVE RELIEF
(Plaintiffs against Defendants)

70. Plaintiffs reallege and incorporate by reference the allegations of paragraphs 1 through 35 above as though fully set forth herein.

71. Plaintiffs seek a temporary and permanent injunction enjoining Defendants from publishing false statements concerning Plaintiffs to Apex's customers and other third parties.

72. Plaintiffs have a substantial likelihood of success on the merits of their claims for tortious interference and defamation.

73. Plaintiffs will suffer irreparable harm in the absence of an injunction, including the loss of customers, business relationships, goodwill, and reputation. Such harm cannot be fully or adequately measured or compensated by money damages.

74. Plaintiffs have no adequate remedy at law.

75. The entry of an injunction will serve the public interest by preventing the continued dissemination of false statements and by preserving lawful and fair competition.

76. The material allegations of this Complaint are verified, and a temporary injunction is further supported by the verification appended hereto.

WHEREFORE, Plaintiffs, Apex Resources 1, LLC and Nicole Hashagen, demand that the Court enter a temporary and permanent injunction:

- (a) enjoining Defendants, and all persons acting in concert with them, from publishing to any third party any false statement that Hashagen is under criminal investigation, has committed theft, or has otherwise committed any crime;
- (b) enjoining Defendants, and all persons acting in concert with them, from publishing to any customer or prospective customer of Apex any false statement that Apex services accounts unlawfully, without authorization, or through the use of Defendants' resources, or that any customer of Apex faces interruption of service by reason of its relationship with Apex; and
- (c) granting such other and further relief as the Court deems just and proper, including an award of costs.

RESERVATION OF RIGHT TO SEEK PUNITIVE DAMAGES

Plaintiffs reserve the right to seek leave of Court to amend this Complaint to assert a claim for punitive damages against Defendants pursuant to section 768.72, Florida Statutes, upon making the requisite evidentiary proffer.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all issues so triable as of right.

Dated: July 6, 2026.

Respectfully submitted,

ADAMS & BLOOM, PLLC
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VERIFICATION

STATE OF FLORIDA
COUNTY OF BROWARD

Pursuant to Fla. Stat §95.525, I declare under penalties of perjury, that I have read the foregoing Complaint and that the facts alleged therein are true and correct to the best of my knowledge and belief. I make this declaration individually and in my capacity as the authorized representative of Apex Resources 1, LLC.



Nicole Hashagen

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SIGNED

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The document has been completed.