

# **EXHIBIT 1**

Declaration of Michael Bertolacini In Support of Plaintiff's Motion for Preliminary  
Injunction

1 Robert J. Cassity  
 Nevada Bar No. 9779  
 2 Joseph G. Went  
 Nevada Bar No. 9220  
 3 Sydney R. Gambee  
 Nevada Bar No. 14201  
 4 Caitlan J. Bohn  
 Nevada Bar No. 16585  
 5 **HOLLAND & HART LLP**  
 9555 Hillwood Drive, 2nd Floor  
 6 Las Vegas, NV 89134  
 Phone: 702.669.4600  
 7 Fax: 702.669.4650  
 bcassity@hollandhart.com  
 8 jgwent@hollandhart.com  
 srgambee@hollandhart.com  
 9 cjbohn@hollandhart.com

10 Timothy P. Getzoff (*Pro Hac Vice forthcoming*)  
 11 **HOLLAND & HART LLP**  
 12 1800 Broadway, Suite 300  
 Boulder, CO 80302  
 Telephone: (303) 473-2700  
 Fax: (303) 975-5348  
 13 tgetzoff@hollandhart.com

14 *Attorneys for Energy Enhancement  
 System, LLC*

15 **UNITED STATES DISTRICT COURT**

16 **DISTRICT OF NEVADA**

17 ENERGY ENHANCEMENT SYSTEM, LLC,  
 18 a Nevada limited liability company,

Case No. 2:25-cv-02015-JCM-MDC

19 Plaintiff,  
 20 v.

**DECLARATION OF MICHAEL  
 BERTOLACINI IN SUPPORT OF  
 PLAINTIFF'S MOTION FOR  
 PRELIMINARY INJUNCTION**

21 THE LIGHT SYSTEM, INC., a Connecticut  
 corporation; JASON SHURKA, an individual;  
 22 DOES I-X; and ROE CORPORATIONS XI-  
 XX,

23 Defendants.

24  
 25 I, Michael Bertolacini, do hereby declare as follows:

26 1. I am over the age of 18, competent to testify, and I have personal knowledge of  
 the facts stated in this declaration.

27  
 28 2. I am the CEO and co-founder of Energy Enhancement System, LLC ("EES").

HOLLAND & HART LLP  
 9555 HILLWOOD DRIVE, 2ND FLOOR  
 LAS VEGAS, NV 89134

1       3.     I make this declaration in support of EES's Motion for Preliminary Injunction (the  
 2 "Motion") against Jason Shurka ("Shurka") and The Light System, Inc. ("TLS").

3       4.     EES was co-founded by Dr. Sandra Rose Michael and myself, as Chief Executive  
 4 Officer.

5       5.     Dr. Michael researched and developed technology that was ultimately  
 6 incorporated into the Energy Enhancement System (EESystem), which EES develops and sells to  
 7 its customers across the globe.

8       6.     The EESystems can be installed and customized to a variety of spaces, including  
 9 at meditation and wellness centers that make the use of the EESystems available to the public as  
 10 a wellness service (the "Centers").

11      7.     Every Center that offers EES's technology has executed a license agreement with  
 12 EES that sets forth the terms and conditions of the Center's use of the EES Technology. A true  
 13 and correct copy of one such license agreement is attached to the Motion as Exhibit 2.

14      8.     While there are a few different versions of the license agreements, the salient terms  
 15 regarding the scope of the license and ownership of the hardware and software are largely the  
 16 same. The second main version of the license agreement that has been used for Centers is attached  
 17 as Exhibit 3.

18      9.     Protection of the integrity and quality of the EES Technology is of the utmost  
 19 importance—only a Center that has an authentic, licensed EES system, installed and calibrated  
 20 by EES, is entitled to promote and sell the benefits of the technology.

21     10.    The EES technology provided to the licensed Centers consists of custom-  
 22 configured computers and mounting hardware that are installed with and run EES's proprietary  
 23 software, which generates the energy waves that emit from various monitors strategically  
 24 positioned around the space and installed by EES trained technicians to a precise calibration and  
 25 alignment.

26     11.    On or around November 14, 2025, EES discovered that Shurka posted on  
 27 Facebook stating that "The Light System just released the new Hard Drive Package upgrade,

HOLLAND & HART LLP  
 9555 HILLWOOD DRIVE, 2ND FLOOR  
 LAS VEGAS, NV 89134

1 which makes leveling up your experience easier and more accessible than ever.” A true and  
 2 correct copy of the Shurka Post is attached to the Motion as Exhibit 4.

3       12. Also on November 14, 2025, EES discovered that UNIFYD Healing posted largely  
 4 the same message on Facebook. A true and correct copy of the UH Post is attached to the Motion  
 5 as Exhibit 5.

6       13. The November 14th Facebook posts were specifically posted in a Facebook group  
 7 for TLS Center owners. In fact, this TLS Center owners Facebook group was, at one point, a  
 8 group for EESystem Center owners but was renamed. Based on everything I know, the group was  
 9 renamed at Shurka’s request and direction.

10      14. Because The Light System and EESystem are the only two technologies on the  
 11 market in this space, any existing hardware would necessarily be EESystem hardware.

12      15. A few days later, on November 17, 2025, EES discovered that an “Anonymous  
 13 Member” posted a sample letter for EES center owners to use to cancel their license agreements  
 14 with EES. A true and correct copy of the Anonymous Post attached to the Motion as Exhibit 6.

15      16. The “Anonymous member” post was made in a TLS enthusiast Facebook Group.

16      17. Based on everything I know, I believe that the “Anonymous member” is actually  
 17 Shurka or an individual acting on Shurka’s behalf and/or at Shurka’s direction.

18      18. The “comments” sections of TLS’s Facebook page reveals that Shurka and TLS’s  
 19 encouragement and instructions are having the intended effect of disrupting EES’s licensing and  
 20 contractual relationships with its Centers. The screenshot pasted in the Motion of the Facebook  
 21 comments is a true and correct screenshot of the TLS Facebook comments.

22      19. Since the termination letter was posted, over 40 EESystem center owners have  
 23 used the template to attempt to terminate their license agreements with EES. All of the terminating  
 24 Centers were subject to one of the two license agreements attached as Exhibits 2 and 3. A true  
 25 and correct copy of one such termination is attached to the Motion as Exhibit 7.

26      20. EES has responded to these termination letters informing the terminating Centers  
 27 that using their EESystem computer hardware to run The Light System software is a breach of  
 28

1 the license agreement. A true and correct copy of one such response is attached to the Motion as  
2 Exhibit 8.

3 21. At one time, Shurka and his company, UNIFYD World, Inc., was in charge of  
4 marketing and promoting the EESystem and assisting EES Centers with generating leads.

5 I declare under penalty of perjury that the foregoing is true and correct.

6 EXECUTED this 22nd day of December 2025 in Clark County, Nevada.

7  
8  
9 */s/ Michael Bertolacini*  
10 MICHAEL BERTOLACINI  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

HOLLAND & HART LLP  
9555 HILLWOOD DRIVE, 2ND FLOOR  
LAS VEGAS, NV 89134