



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

Consensus Colocation PA LLC, :
and Stone Ridge Ventures II LLC, : C.A. No. 2025-
 :
Plaintiffs, :
 :
v. :
 :
Mawson Hosting, LLC :
 :
 :
Defendant. :

VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF

Plaintiffs Consensus Colocation PA LLC (“Consensus”) and Stone Ridge Ventures II LLC (“SR,” and collectively, “Plaintiffs”) submit this Verified Complaint for Injunctive Relief against defendant Mawson Hosting, LLC (“Mawson”). In support of their claims, Plaintiffs allege as follows:

NATURE OF THE ACTION

1. Plaintiffs bring this action to remedy the unlawful conduct of defendant Mawson, which includes the theft of hundreds of thousands of dollars **per day** from Plaintiffs and the improper and tortious shutdown and conversion of more than 20,000 of Plaintiffs’ computer servers. This theft began on February 28, 2025, and continues **right now**.

2. Mawson has illegally commandeered Plaintiffs’ servers engaged in bitcoin mining, has intercepted the proceeds of that mining, and has redirected those

proceeds to Mawson's own accounts. Mawson has also physically seized Plaintiffs' computer equipment—worth more than \$30 million—and refuses without justification to release it to Plaintiffs or to even permit Plaintiffs to physically access it. Mawson has further cut off Plaintiffs' remote access to that equipment through a virtual private network (“VPN”) connection, while at the same time taking control of it for Mawson's own benefit. Mawson's conduct—evidently driven by retaliation for Consensus exercising its termination rights under the parties' contract—not only unambiguously breaches that agreement, it is also intentionally tortious and illegal under the criminal law.

3. Plaintiffs Consensus and SR are affiliated companies engaged in bitcoin mining. Consensus performs that mining by using more than 20,000 specialized computer units, known as “miners” or “servers,” owned by SR to complete complex blockchain-based calculations, which in turn provide the computing power necessary for the blockchain to function. The measure of the mining machines' calculation speed is known as the “hash rate.”

4. Mining operations earn money by selling their hash rate to third-party companies that purchase it at market rates. Those third parties purchase hash rate at a marginal discount to its expected value and combine it into “mining pools.” By doing so, they increase the probability that their pool of computational power will receive automatically generated bitcoin rewards. The hash rate generated by

Consensus using the SR-owned mining machines results in \$100,000 to \$200,000 per day in revenue for Plaintiffs.

5. Mawson operates the datacenter facility in Midland, Pennsylvania (the “Midland Facility”) that physically houses the SR-owned machines. Mawson provides the electrical power, internet access, and other “co-location” services necessary for mining firms like Consensus to operate and maintain bitcoin-mining machines.

6. Consensus and Mawson are parties to a 2023 Service Framework Agreement (the “SFA”) and two corresponding Service Orders (“SO 1” and “SO 2” and, with the SFA, the “Agreement”). Under the Agreement, Mawson physically hosts 21,756 machines that are owned by SR and operated and maintained by Consensus, and Consensus pays Mawson monthly fees for its services. Those machines generate substantial mining revenue for both Consensus and SR.

7. In January 2025, Consensus notified Mawson in writing that it was exercising its right to terminate the Agreement. The parties thereafter agreed that the last day of their contract would be March 31, 2025, and Consensus informed Mawson that it would begin the process of removing the machines from the Midland Facility on March 3, 2025. Because of the number of computers and the sensitivity of the equipment, disconnecting and removing the mining machines is a substantial logistical undertaking that will take weeks to complete.

8. Consensus began preparing to remove the servers from the Midland Facility. But, following a dispute between Consensus and Mawson regarding the amount of two invoices issued in February—which covered the ramp-down period in advance of final termination of the contract—Mawson abruptly changed tack. Mawson blocked Consensus’s access to the site, such that Consensus personnel could not tend to the ordinary-course operation and maintenance of the equipment, and it informed Consensus that it would not permit it to remove its servers from the Midland Facility as agreed or to otherwise access the site in any manner.

9. Mawson’s extraordinary “self-help” tactic of barring Consensus from accessing, maintaining, and removing the SR-owned machines is not remotely supported by the terms of the Agreement—even if Consensus owed Mawson additional payments (which Consensus does not).

10. Faced with this freeze out, Consensus paid the February invoices in full in order to regain access to the site and begin removing the servers, even though it disputed the amounts Mawson claimed it owed. But even then, Mawson continued to block access to the site and demanded still further payments from Consensus that Mawson was not entitled to.

11. In excluding Consensus from accessing the Midland Facility and barring it from taking physical possession of the SR-owned machines, Mawson itself unlawfully took possession of those machines, valued at more than \$30 million, by

exercising dominion and control over them—all for the purpose of extracting unwarranted payments from Consensus. As of the date of this complaint, Mawson has still refused to permit Consensus and SR access to their own machines, without justification.

12. Mawson then ramped up its abusive tactics even more dramatically on February 28, 2025. At approximately 7:00 AM ET on that day, Mawson terminated the remote VPN access of Consensus’s technical personnel, such that they were unable to communicate with the equipment. There is categorically no basis in the contract for revoking that access, which is necessary for Consensus to control the machines and manage their ordinary-course operation.

13. Incredibly, after terminating Consensus’s access to the machines, Mawson itself then took control of those machines by accessing them through the Midland Facility’s physical local area network (“LAN”). Using that LAN access, Mawson’s personnel altered the software instructions on each mining machine to divert the hash rate generated by the machines into Mawson’s own account, rather than being delivered to Plaintiffs’ account.

14. Having illegally taken control of the machines that Mawson does not own and does not have the right to tamper with, Mawson is **right now** operating them for its own benefit and is stealing those machines’ hash rate—which belongs to Plaintiffs—in an amount of \$100,000 to \$200,000 per day. Because Consensus

no longer has access to or control of the machines, either physically or virtually, Consensus cannot remedy Mawson's theft by reversing the unlawful changes Mawson has made to the machines' software.

15. On March 1, 2025, Consensus sent Mawson correspondence demanding that Mawson immediately (i) restore Consensus's physical access to the site, (ii) cease the redirection of the hash rate to Mawson's own account, (iii) permit Consensus personnel to remove the machines beginning on March 3 as planned, and (iv) repay the value of the wrongfully diverted hash rate. Mawson responded on March 2, 2025, acknowledging both that it was stealing Plaintiffs' hash rate and that it had deliberately taken possession and control of SR's machines by preventing Consensus personnel from accessing the site. Mawson refused to either cease or remedy any of its ongoing unlawful conduct.

16. Mawson's strategy of barring Consensus from the facility, wrongfully assuming control of the SR-owned servers, stealing Consensus's and SR's hash rate, and demanding improper payments breach the Agreement and violate both tort law and criminal law. The Agreement mandates AAA arbitration of disputes, and Plaintiffs will pursue their rights, including seeking compensatory and punitive damages, in arbitration as required.

17. But the Agreement also permits an aggrieved party to seek injunctive relief as required to remedy any breach. Plaintiffs therefore ask the Court to immediately enjoin Mawson from:

- a. Diverting the hash rate generated by the SR-owned machines for Mawson's own benefit;
- b. Restricting Consensus's VPN access to the SR-owned machines;
- c. Restricting Consensus's access to the Midland Facility to maintain, operate, and/or remove the SR-owned machines; and
- d. Electronically accessing or otherwise controlling the SR-owned machines.

18. Mawson's theft of hundreds of thousands of dollars per day from Plaintiffs—which is ongoing **today**—and its conversion of Plaintiffs' machines must be immediately restrained.

JURISDICTION AND VENUE

19. The Court has subject matter jurisdiction pursuant to 10 *Del. C.* § 341 because Plaintiffs seek equitable relief.

20. The Court has personal jurisdiction over Mawson because Mawson consented to this Court's exercise of jurisdiction over it in the SFA. *See* SFA at 6 and § 16.5 (defining "Relevant Jurisdiction" as Delaware and providing that a party may "seek[] or obtain[] an injunction in a court of the Relevant Jurisdiction" and

that “[n]o Party to this agreement will challenge the jurisdiction or venue provisions as provided in this section”).

PARTIES

21. Consensus is a limited liability company organized under the laws of Delaware with its principal place of business in New York.

22. SR is a limited liability company organized under the laws of Delaware with its principal place of business in New York.

23. Mawson is a limited liability company organized under the laws of Delaware with its principal place of business in Midland, Pennsylvania. Mawson is a wholly owned subsidiary of Mawson Infrastructure Group Inc., a publicly traded company.

FACTUAL BACKGROUND

A. Consensus and Mawson Execute the SFA and Perform Under Its Terms

24. Consensus is a technology company engaged in bitcoin mining. SR is an affiliated company that invests in various technology-related ventures, including by purchasing sophisticated computer equipment used for bitcoin mining.

25. Mawson is a technology company that operates datacenters used by bitcoin-mining businesses to physically locate their mining equipment. Mawson also provides the support services, including network access and electrical power, necessary for mining companies to engage in mining operations.

26. Consensus and Mawson entered into the SFA on October 12, 2023. A copy of the SFA is attached hereto as Exhibit A. The SFA requires Mawson to provide co-location services to Consensus, the specific terms of which were set forth in two Service Orders executed concurrently with the SFA. Copies of Service Orders 1 and 2 are attached hereto as Exhibits B and C.

27. Pursuant to Service Order 1, Consensus delivered two batches of 7,938 servers each to the Midland Facility on October 18 and October 30, 2023. SO 1 § 2.2, attached hereto as Ex. B. Consensus paid Mawson a total deposit of \$744,000 for the 15,876 servers. *Id.* § 3.1. Service Order 1 also required Consensus to make a prepayment of \$3,720,000 for anticipated electricity usage for the servers. *Id.* § 4.1.

28. Service Order 2 provided that Consensus would deliver an additional 5,880 servers to the Midland Facility on March 25, 2024. SO 2 § 2.2, attached hereto as Ex. C. Consensus was required to pay an additional deposit of \$258,402.48 for these servers and to make a prepayment for electricity costs of \$1,124,160.93. *Id.* §§ 3.1, 4.1.

29. In addition to the deposits and prepayments required by the Service Orders, the SFA required Consensus to pay a monthly “Co-location Fee” based on the amount of electrical power used in operating Consensus’s servers. SFA at 5 and § 3.1.

30. In the SFA, Mawson specifically acknowledged and agreed that Consensus’s servers located at the Midland Facility (“the Co-location Servers”) and other equipment located at the site (the “Inventory Assets”) are “assets of [Consensus]” and that Consensus “shall solely have the proprietary interest in the Co-location Servers.” SFA § 8.1.

31. The SFA requires Mawson to provide access to the Midland Facility to Consensus personnel “on a 24-hour per day, 7-day per week basis,” in order to operate and maintain the Co-location Servers. SFA § 6.7. Mawson is further required to “provide all necessary support and cooperation for the maintenance of the Co-location Servers,” including but not limited to allowing Consensus personnel to enter the parts of the Midland Facility that are relevant to the performance of the SFA. *Id.*

32. The SFA further provides that, upon termination of the agreement, Mawson must permit Consensus to access and remove its equipment from the facility, and that Mawson must provide reasonable assistance to do so. In particular, it states that Mawson “**shall**,” “subject to Article 6.7”—the provision that requires Mawson to provide 24/7 access to the site to Consensus personnel—“provide access to [Consensus] Personnel to the Data Center Facility and any reasonable assistance required by such Consensus Personnel to remove the Co-location Servers and Inventory Assets.” SFA § 11.3(a)(iv) (emphasis added). There is no provision that

permits Mawson to retain control and possession of the machines—especially against the will of the owner and operator of those machines.

33. The SFA also requires Consensus, for its part, to “promptly remove all the Co-location Servers and Inventory Assets from the Data Center Facilities at its own cost” upon termination. *Id.* § 11.3(b)(ii). This provision further confirms that Consensus has not only the right but the obligation to remove its equipment from the facility.

34. As part of the dispute-resolution provisions in the SFA, Consensus and Mawson acknowledged that any breaches or threatened breaches of the Agreement would cause irreparable harm and would entitle the non-breaching party to injunctive relief and specific performance:

The Parties acknowledge that a breach or threatened breach of this Agreement shall cause serious and irreparable harm to the non-breaching Party for which monetary damages alone would not be a sufficient remedy. Accordingly, the Parties agree that in the event of a breach or threatened breach, the non-breaching Party shall be entitled to injunctive relief and specific performance in addition to any other remedy available to such Party in equity or at law without the necessity of obtaining any form of bond or undertaking whatsoever, and the breaching Party hereby waives any claim or defense that damages may be adequate or ascertainable or otherwise preclude injunctive relief.

SFA § 13.1.

35. Critically, that § 13.1 not only stipulates that any breach constitutes irreparable injury, but, in the last clause, it also affirmatively “waives any claim or defense” that Mawson may have to challenge the issuance of such relief.

36. The SFA further provides that it is to be “solely governed by and construed in accordance with” Delaware law, “without regard to principles of conflict of laws.” SFA at 6 & § 16.4.

37. Finally, the SFA contains a further dispute resolution provision that provides for arbitration of “[a]ll disputes arising under this Agreement.” SFA § 16.5. But that provision contains an express carve out for seeking relief in Court: “Nothing contained herein shall prevent [a] Party from seeking or obtaining an injunction in a court of” Delaware. SFA at 6 & § 16.5. The same provision requires the breaching party to pay the attorneys’ fees and arbitration fees of the non-breaching party. *Id.* § 16.5.

38. The parties performed under this Agreement throughout 2023 and 2024 and into 2025. Through the mining operations at the Midland Facility, the Consensus-operated and SR-owned machines generate hash rate valued at thousands of dollars per day, which constitutes the revenue of the mining operations. Consensus then directs that hash rate to a third-party service called Foundry, which paid Consensus the market value of that hash rate in bitcoin. Consensus then converts that bitcoin to U.S. dollars, and shares the revenue with SR.

39. As of February 2025, the value of the hash rate generated by the Consensus-operated and SR-owned machines totaled approximately \$100,000 to

\$200,000 per day, depending on variables including the cost of energy and the market price of bitcoin.

B. Consensus and Mawson Execute the First Amendment to the SFA

40. In November 2023, approximately one month after they executed the SFA, Mawson sent Consensus an invoice for the first full month of billing under the parties' Agreement, which included a charge for prepayment of two months of estimated electricity usage. Consensus disputed the invoice, as the terms of the SFA do not require a two-month prepayment. To the contrary, Consensus understood the prepayment to be a one-time requirement rather than an ongoing obligation under the SFA.

41. To clarify the requirements of the SFA with respect to prepayments and to add certain additional terms to the Agreement, Consensus and Mawson executed the First Amendment to Service Framework Agreement as of December 7, 2023 (the "First Amendment"). A copy of the First Amendment is attached hereto as Exhibit D.

42. Mawson had limited liquidity at the time and needed Consensus to make the two-month prepayment in order to continue operating under the parties' Agreement. Consensus therefore agreed to make the two-month prepayment, less the \$744,000 deposit Consensus had already paid to Mawson, and to allow Mawson to use the deposit as part of the prepayment amount. *See* First Amendment ¶ 5.

Consensus then had until April 1, 2024, to replenish the deposit to the required balance. *Id.*

43. As security for the to-be-replenished deposit, the First Amendment provided that, if the deposit fell below the required amount prior to April 1, 2024, Mawson had a limited right to redirect the hash rate of Consensus's computers and use the proceeds thereof to replenish the deposit if Consensus failed to pay other amounts due to Mawson. That provision states:

If, **prior to April 1, 2024**, the Deposit has fallen below the required amount and **[Consensus] has failed to both (i) deposit new amounts to rectify the issue within the required time, and (ii) [Consensus] has failed to pay any other amounts due and payable to [Mawson]**, then [Mawson] may reconfigure, point and/or redirect some or all of the Co-Location Servers and use those Co-Location Servers to generate cash and shall apply the proceeds (that is mining revenue, less all costs (including power, adders and tariffs), taxes and fees, and any losses incurred during exchange and exchange fees) to the Deposit held by [Mawson] **until such time as the Deposit held by [Mawson] equals the required Deposit amount**. If [Mawson] reconfigures, points and/or redirects some or all of the Co-Location Servers, [Mawson] will report to [Consensus] on a weekly basis the proceeds it gains.

Id. ¶ 4 (emphasis added).

44. This narrow provision—which on its face applies only to periods before April 1, 2024, and only with respect to the one-time replenishment of the deposit—is the only reference anywhere in the Agreement to Mawson's ability to redirect hash rate generated by Consensus-operated mining machines. No other provision allows Mawson to shut down or commandeer Plaintiffs' mining operations or permits

Mawson to divert the hash rate generated and owned by Plaintiffs for its own purposes.

45. The parties further agreed that the deposits required under the Agreement could be “utilized by [Mawson] at any time if [Consensus] fails to make any payment when due and payable in connection with this Agreement, including Prepayments, Power Reimbursements or other Fees.” *Id.* ¶ 2.

46. The First Amendment further provided that Mawson “may in writing extend the date for topping up the Deposit, subject to any conditions [Mawson] deems appropriate or necessary,” and that if Consensus failed to top up the deposit when required, it would be in material breach of the Agreement and Mawson could “charge interest of 19% per annum on any outstanding amounts under this Agreement.” *Id.* ¶ 3. That provision amends an existing paragraph in the SFA itself, which separately provides that Consensus is obligated to make any replenishment payments within “7 days of receipt of notice from Service Provider” that such payments are due.

47. This narrow interest provision—which on its face applies only to the replenishment of the deposit and only if Consensus has failed to replenish it within seven days of the receipt of notice that such replenishment is necessary—is the only reference anywhere in the Agreement to Mawson’s ability to charge 19% interest to outstanding amounts.

48. Separately, during the negotiations of the First Amendment, Mawson attempted to include a provision granting it a right of first refusal for future Consensus projects. Consensus rejected that provision, informing Mawson that it had previously granted rights of first refusal to large investors and that it could only agree to “regularly discuss opportunities with Mawson” and could not agree to offer all projects to Mawson first. The First Amendment therefore included a provision entitled “Co-operation,” pursuant to which Consensus agreed “to consult regularly with [Mawson] and its affiliates in respect of potential strategic partnerships or commercial arrangements” and to “offer Projects to [Mawson] before offering them to other parties unless [Consensus] is required by other agreements to offer a Project to another party or parties first.” *Id.* ¶ 6.

49. This provision does not have any specific enforcement mechanism, and nothing permits Mawson to assume possession of Consensus’s machines if Consensus pursues opportunities without first consulting Mawson.

C. Consensus Terminates the Agreement

50. On November 6, 2024, Consensus and Mawson executed the Second Amendment to Service Framework Agreement (the “Second Amendment”), which was effective as of October 25, 2024. A copy of the Second Amendment is attached hereto as Exhibit E.

51. The Second Amendment extended the initial term of the SFA to January 31, 2025, and provided that the term would thereafter renew automatically in two-month increments if neither party provided thirty days' written notice of termination. Second Amendment ¶ 2. The Second Amendment further provided that, after the initial term expired, either party could terminate the SFA at any time on at least sixty days' written notice. *Id.*

52. On January 17, 2025, Consensus provided written notice to Mawson of its intent to terminate the Agreement with an effective termination date of February 17, 2025 (the "January 17 Notice"). A copy of the January 17 Notice is attached hereto as Exhibit F.

53. In the January 17 Notice, Consensus offered to negotiate a Service Order 3 with Mawson, to be effective as of February 17, 2025, on terms substantially similar to those in Service Orders 1 and 2. It provided, however, that if Mawson did not sign the January 17 Notice to acknowledge its agreement with its terms, the Notice would still constitute Consensus's notice of termination of the prior Service Orders and the SFA.

54. Mawson did not sign the January 17 Notice, and Consensus's notice of termination therefore became effective. Mawson disagreed, however, that a one-month notice was sufficient, and the parties thereafter agreed that the Agreement

would terminate as of March 31, 2025, rather than February 17, to account for the two-month automatic renewal provision in the Second Amendment.

55. Following the provision of that notice, Mawson's general counsel repeatedly confirmed to Consensus during multiple telephone calls that Mawson agreed that Consensus's termination of the Agreement was effective as of March 31, 2025. He also confirmed and reconfirmed that Consensus had the right to remove all of its servers from the Midland Facility beginning on March 3, 2025, so that all of the more than 20,000 computers would be removed by the final day of the contract period.

D. Mawson Unlawfully Bars Consensus from Accessing the Facility

56. Following its termination of the Agreement, Consensus began preparations to remove the servers and other equipment from the Midland Facility, including by arranging for Consensus personnel, moving equipment, trucks, dollies, and pallets to arrive at the site and begin the moving process.

57. In early February, Consensus received two invoices from Mawson totaling a net payment due of \$1,978,000, which included charges for the January co-location fee and electricity prepayments for February and March. The parties had a prior mutual understanding, developed through multiple phone conversations, that because Consensus would use much less energy than normal during the final month of the term, and because credits from the February energy prepayments would offset

the energy it did use in February, Consensus would not be required to make a full prepayment for the final month. Consensus therefore disputed the invoices.

58. Throughout February, the parties engaged in negotiations regarding the disputed invoices. On multiple occasions the parties reached a negotiated resolution, only for Mawson to thereafter renege, reverse course, and make demands for additional unjustified payments. Mawson's CEO, who Mawson's general counsel repeatedly conveyed was driving Mawson's constant re-trading, refused to participate in any of these conversations directly, despite Consensus's repeated requests to negotiate a resolution to the dispute.

59. During these ongoing negotiations, on Friday, February 21, Mawson began blocking Consensus personnel from accessing the Midland Facility by deactivating their keycards and preventing them from entering the site. Mawson did not explain its purported reason for blocking Consensus personnel, and there is no basis in the SFA for Mawson to refuse to allow Consensus to access the servers. To the contrary, the SFA specifically requires Mawson to provide Consensus with 24/7 access to the facility, both to maintain the servers *and* to remove them following termination. SFA §§ 6.7, 11.3(a)(iv).

60. In addition to blocking Consensus's access to the site, Mawson declared that Consensus was barred from removing any servers from the Midland Facility, despite the parties' prior agreement that Consensus could begin moving them on

March 3, 2025. There is no provision in the Agreement that permits Mawson to deny Consensus the right to access and remove equipment that is wholly owned and controlled by Consensus and SR.

61. Consensus objected to Mawson’s exclusion of its personnel from the facility—which was required to maintain and operate the machines in the ordinary course of business—and Mawson initially relented. Mawson restored Consensus personnel’s access to the site on Monday, February 24, three days after that access had been revoked.

62. On February 27, 2025, seeking to resolve the parties’ dispute, Consensus sent Mawson a proposed letter agreement (the “Proposed Letter Agreement”), a copy of which is attached hereto as Exhibit G. Under the terms of the Proposed Letter Agreement, Consensus would have paid the full amount of the disputed invoices, and Mawson would have agreed (a) that “[Consensus] shall remove the Co-Location Servers and any Inventory Assets beginning on or about March 1, 2025, and throughout the remainder of the month of March,” and (b) that Mawson would provide Consensus personnel with access to the Midland Facility to remove the Co-Location Servers and Inventory Assets. Mawson did not agree to the terms of the Proposed Letter Agreement—even though they merely restated the parties’ past agreements and their rights and obligations dictated by the SFA.

E. Mawson Illegally Commandeers Plaintiffs' Mining Equipment and Steals More than \$100,000 Per Day

63. At approximately 7:00 AM ET the following day, Friday, February 28, Mawson substantially escalated its unlawful conduct against Consensus and SR.

64. The servers at the Midland Facility are physically connected to a local area network (“LAN”) owned and controlled by Mawson. Throughout the course of the parties’ relationship, Consensus technical personnel had access to the Consensus-operated equipment through a virtual private network (“VPN”) connection that allowed Consensus to remotely access, monitor, and operate the machines. Among other things, that access permitted Consensus the ability to direct the hash rate generated by the servers to any account or location of Consensus’s choosing.

65. Incredibly, on February 28, Mawson took the extraordinary step of shutting off Consensus’s VPN access, such that Consensus could not access or control its equipment. Mawson then commandeered the SR-owned machines itself through the hardwired LAN, and it took control of those servers’ operations. Having done so, Mawson personnel then diverted the hash rate generated by the SR-owned servers away from the accounts benefitting Consensus and SR to separate hash rate pools chosen by, and for the benefit of, Mawson.

66. Compounding the harm, shortly before Mawson illegally requisitioned Plaintiffs’ computer equipment, it also again revoked site access to Consensus

personnel, such that Consensus had no ability—either physically or electronically—to access, operate, or control the servers.

67. Consensus immediately objected to Mawson and had another call with Mawson’s general counsel. During that call, the Mawson general counsel acknowledged that (i) he knew the hash rate rightfully belongs to Consensus, (ii) he did not know why Mawson’s CEO had ordered Mawson to redirect it to a different pool that benefits Mawson, and (iii) he would ensure that Mawson returns the stolen property. Despite these acknowledgements, Mawson has refused to remedy the misconduct. Mawson continues **right now** to divert Consensus’s and SR’s hash rate, which results in Mawson stealing more than \$100,000 per day from Plaintiffs.

68. Later on February 28, in an attempt to regain access to the Midland Facility and its mining equipment, Consensus paid the disputed invoices in full. But even after receiving that payment, Mawson did not agree to permit access. Mawson instead demanded that Consensus make an additional 19% penalty payment, supposedly as a “late fee,” even though no such provision in the Agreement justifies that charge. Mawson further declared that even if the interest payment was made—and even if Consensus paid still further co-location fees that Mawson’s general counsel acknowledged would never be due—Mawson still would not permit Consensus personnel to access the equipment at the facility.

F. Consensus Demands Mawson Cease Its Illegal Activity and Mawson Admits that It Is Deliberately Excluding Consensus and Stealing from It

69. On March 1, 2025, counsel for Consensus and SR sent a demand letter to Mawson, demanding that Mawson immediately (i) restore Consensus’s physical access to the site, (ii) cease the redirection of the hash rate to Mawson’s own account, (iii) permit Consensus personnel to remove the machines beginning on March 3 as planned, and (iv) to repay the value of the wrongfully diverted hash rate. That letter is attached hereto as Exhibit H.

70. Mawson responded on March 2, 2025, acknowledging both that it was purposely diverting Plaintiffs’ hash rate and that it had deliberately taken possession and control of SR’s machines by preventing Consensus personnel from accessing the site. Mawson refused to either cease or remedy any of its ongoing unlawful conduct. That letter is attached hereto as Exhibit I.

71. Mawson further confirmed in its response that its only supposed “justification” for redirecting Consensus’s hash rate is ¶ 4 of the First Amendment. But that provision cannot possibly apply. On its face, it was operative **only** “prior to April 1, 2024” and **only** in narrow circumstances relating to the replenishment of a deposit. When Mawson began redirecting the hash rate on February 28, the deposit was fully paid. And in any event, Mawson has stolen hash rate worth many times more than the \$17,505.45 Mawson claims (without justification) that Consensus owes in purported “late fees.”

72. Mawson's conduct violates the parties' Agreement, is independently tortious, and constitutes multiple criminal violations. Plaintiffs will pursue economic damages, including compensatory and punitive damages, in arbitration as required.

73. Plaintiffs respectfully request that this Court grant injunctive relief to bring an immediate end to Mawson's illegal course of conduct, to enforce the parties' contract as written, and to return the parties to the status quo before Mawson launched its unlawful strategy, so that the parties may pursue a resolution of these disputes through arbitration, as required.

CAUSES OF ACTION

FIRST CAUSE OF ACTION—BREACH OF CONTRACT (Injunctive Relief)

74. Plaintiffs repeat and reallege the allegations in the foregoing paragraphs as if fully set forth herein.

75. The Agreement is a valid, binding, and enforceable contract between Consensus and Mawson.

76. Under the Agreement, Mawson was required to permit Consensus personnel to physically access the Midland Facility to operate and maintain the mining servers. Mawson breached that obligation by blocking Consensus personnel from physically accessing the Midland Facility, thereby causing Consensus substantial and ongoing damages.

77. Under the Agreement, Mawson was required to permit Consensus personnel to physically access the Midland Facility to remove the mining servers from the facility. Mawson breached that obligation by preventing Consensus from removing those servers, thereby causing Consensus substantial and ongoing damages.

78. Under the Agreement, Mawson represented and warranted that it had no ownership interest in the servers. Mawson breached that representation and warranty by exercising both physical and electronic dominion and control over those servers, while preventing Consensus from accessing them either physically or electronically, thereby causing Consensus substantial and ongoing damages.

79. Under the Agreement, Mawson had the limited right to divert hash rate from the server only in narrow circumstances that are not remotely present here, and only prior to April 1, 2024. Mawson breached that provision by diverting hash rate in February and March 2025 and by terminating Consensus's remote VPN access, which ensured Mawson's ability to continue diverting that hash rate, thereby causing Consensus substantial and ongoing damages.

80. Consensus fully performed its obligations under the Agreement. To the extent it did not fully perform, any such lack of performance was excused by Mawson's many breaches of the contract.

81. Plaintiffs will pursue the substantial economic damages caused by Mawson's breaches, among other claims, against Mawson in arbitration, as required by the Agreement.

82. Despite multiple demands by Plaintiffs, Mawson has refused to permit Consensus personnel to access the Midland Facility to operate, maintain, and ultimately remove the equipment, as required by the Agreement

83. Mawson has also refused to relinquish control of the SR-owned computers to Consensus and to restore Consensus's remote access to that equipment.

84. Mawson has also refused to cease redirecting Plaintiffs' hash rate to mining pools that benefit Mawson, which results in Mawson stealing more than \$100,000 per day from Plaintiffs.

85. Consensus therefore seeks a preliminary and permanent injunction against Mawson to enforce the contract, prevent further harm, and halt Mawson's unlawful conduct.

86. Plaintiffs are likely to succeed on the merits of their claims.

87. Plaintiffs' remedies at law are inadequate.

88. Plaintiffs will suffer irreparable harm in the absence of an injunction.

Mawson agreed and acknowledged that a breach or threatened breach of the SFA would cause Consensus irreparable harm and entitle Consensus to injunctive relief. SFA § 13.1. Mawson also waived any defense it may have that this Court should not

grant injunctive relief on the grounds that Consensus may be made whole by economic damages. *Id.*

89. Moreover, Mawson's unlawful conduct has fully curtailed Consensus's business activities at the Midland Facility. Consensus's business is based on operating the mining servers, and its revenue is derived from selling the hash rate generated by those servers. By blocking Consensus's physical and electronic access to the machines, Mawson has rendered Consensus unable to run its business or make strategic decisions about the operation of the servers. And by diverting Consensus's and SR's hash rate, Mawson is keeping for itself the commercial benefits that result from Consensus's business activities. Further, by preventing Consensus from removing the servers from the facility in the anticipated timeframe, Mawson is also actively interfering with Consensus's ability to pursue its intended future business projects and opportunities.

90. Further, on information and belief, Mawson faces substantial cash-flow and revenue challenges and limitations, such that it is at a substantial risk for insolvency. As a result, if Mawson's conduct is not enjoined, Plaintiffs face substantial uncertainty that they will ever be able to fully recover the damages caused by Mawson. Among other things, on information and belief, Mason and its affiliated companies have a combined market cap of approximately \$10 million, such that a damages award for Mawson's breaches could easily eclipse the value of the

company. Further, Mawson has previously informed Consensus that it was experiencing liquidity issues, and Mawson's parent company, Mawson Infrastructure Group, is currently the subject of bankruptcy proceedings in the Bankruptcy Court for the District of Delaware. *See In re Mawson Infrastructure Group, Inc.*, No. 24-12726-MFW (Bankr. D. Del. 2024). As a result, Mawson's precarious financial situation demonstrates that Plaintiffs will suffer irreparable harm if the injunction does not issue, as Mawson may be unable to satisfy a money judgment.

91. The balance of the equities favors Plaintiffs. Mawson has harmed Plaintiffs by, among other things, breaching the Agreement, exercising dominion and control over the SR-owned servers, and stealing Consensus's and SR's hash rate. Mawson, on the other hand, will suffer no harm if it is required to abide by the terms of the Agreement, relinquish control of servers that it has no right to possess, and to stop stealing Consensus's and SR's hash rate.

92. This Court should therefore enjoin Mawson's ongoing breaches.

**SECOND CAUSE OF ACTION—CONVERSION
(Injunctive Relief)**

93. Plaintiffs repeat and reallege the allegations in the foregoing paragraphs as if fully set forth herein.

94. The mining servers are the property of SR.

95. The hash rate that has been, is being, and will be created by the mining servers is the property of Consensus and SR.

96. Mawson does not have any property interest in either the mining servers or the hash rate generated by those mining servers. Among other things, Mawson represented and warranted in the Agreement that it has no such property interest in those machines, and it has no basis of any sort to claim any such ownership.

97. Mawson has deprived Plaintiffs of their property rights in the mining servers and hash rate without justification and without Plaintiffs' consent.

98. Mawson has deprived Plaintiffs of their use of the mining servers and hash rate without justification and without Plaintiffs' consent.

99. Mawson has deprived Plaintiffs of their possession of the mining servers and hash rate without justification and without Plaintiffs' consent.

100. Mawson's misconduct has caused, is causing, and will continue to cause Plaintiffs substantial and ongoing irreparable harm, as set forth above in ¶¶ 88–90. Plaintiffs are also suffering substantial and ongoing economic damages.

101. Plaintiffs will pursue the economic damages caused by Mawson's conversion, among other claims, against Mawson in arbitration, as required by the Agreement.

102. Despite multiple demands by Plaintiffs, Mawson continues to wrongfully exercise dominion over, control over, and possession of the mining

servers and hash rate that rightfully belong to Plaintiffs, while deliberately preventing Plaintiffs from having access, physical or electronic, to that equipment or that hash rate.

103. Plaintiffs therefore seek a preliminary and permanent injunction against Mawson to prevent further harm and halt Mawson's unlawful conduct.

104. Plaintiffs are likely to succeed on the merits of their claims.

105. Plaintiffs will suffer irreparable harm in the absence of an injunction.

106. The balance of the equities favors Plaintiffs.

107. This Court should therefore enjoin Mawson's ongoing tortious conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court enter an Order:

1. Enjoining Mawson from:
 - a. Diverting the hash rate generated by the SR-owned machines for Mawson's own benefit;
 - b. Restricting Consensus's VPN access to the SR-owned machines;
 - c. Restricting Consensus's access to the Midland Facility to maintain, operate, and/or remove the SR-owned machines; and
 - d. Electronically accessing or otherwise controlling the SR-owned machines.
2. Awarding attorneys' fees and costs to Plaintiffs; and

3. Granting such other and further relief as the Court deems just and proper.

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Respectfully submitted,

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