

DISTRICT COURT, ARAPAHOE COUNTY, STATE OF COLORADO 7325 S. Potomac St. Centennial, CO 80112	<div style="text-align: center;">▲ COURT USE ONLY ▲</div>
Plaintiff: SHUFFLING MADNESS MEDIA, Inc., a Delaware corporation vs. Defendants: BRENT HALDIMAN, an individual	
Attorneys for Plaintiff: Mychael R. Dave, No. 29475 Joseph A. Orrino, No. 50499 HOFFMAN NIES DAVE & MEYER LLP 5350 S. Roslyn St. Suite 100 Greenwood Village, CO 80111 Phone Number: 720-860-7140 E-mail: jorrino@hn-colaw.com , mdave@hn-colaw.com	Case No: Div./Courtroom:
COMPLAINT	

Plaintiff Shuffling Madness Media, Inc., a Delaware corporation ("SMM"), through counsel HOFFMAN NIES DAVE & MEYER LLP, states its Complaint against Defendant Brent Haldiman ("Mr. Haldiman") as follows:

NATURE OF THE CASE

1. In April 2021, Mr. Haldiman and SMM entered into a contract titled Separation Agreement and General Release of Claims ("Separation Agreement"), a copy of which is included herewith as **Exhibit A**.

2. In the Separation Agreement, SMM agreed to forgive a substantial debt that Mr. Haldiman owed to SMM, which was memorialized in an agreement titled Wage Advance form & Agreement ("Advance Agreement"), a copy of which is included herewith as **Exhibit B**.

3. In exchange for the forgiveness of that debt, Mr. Haldiman agreed not to disparage SMM or to communicate with any SMM employees other than SMM's human resources manager.

4. Mr. Haldiman since breached his obligations pursuant to the Separation Agreement, and SMM seeks damages for such breach.

PARTIES

5. SMM is a corporation organized and existing under the laws of the State of Delaware, registered as a foreign corporation in the State of Colorado, with its principal office address at 6200 S. Syracuse Way, Suite 125, Greenwood Village, CO 80111.

6. Mr. Haldiman is an individual with his residence at 2733 W. 28th Ave., #3, Denver, CO 80211.

JURISDICTION AND VENUE

7. Mr. Haldiman is a resident of Colorado and was employed by SMM in Arapahoe County, Colorado.

8. The Separation Agreement provides that "[v]enue for any dispute concerning the enforcement of or arising from [the Separation Agreement] shall be the District Court of Arapahoe County, Colorado." (Separation Agreement at Paragraph 13). This dispute concerns the enforcement of and arises from the Separation Agreement.

9. Venue is proper in this Court pursuant to C.R.C.P. 98(c)(3).

FACTUAL ALLEGATIONS

10. SMM is a holding company that employed Mr. Haldiman beginning on May 18, 2020.

11. In the course of Mr. Haldiman's employment with SMM, Mr. Haldiman's services were leased to PIN Business Network, Inc. ("PIN"), a subsidiary of SMM.

12. At all times during Mr. Haldiman's employment, SMM paid Mr. Haldiman's wages for the work that Mr. Haldiman performed.

13. In January 2021, Mr. Haldiman requested an advance on his wages to pay certain personal expenses.

14. SMM agreed to advance \$12,000.00 in then-unearned wages ("Wage Advance") to Mr. Haldiman, and the basic terms of the advance and repayment were delineated in the Advance Agreement, which both SMM and Mr. Haldiman executed on January 20, 2021.

15. After the execution of the Advance Agreement, SMM paid Mr. Haldiman the Wage Advance.

16. Pursuant to the Advance Agreement, Mr. Haldiman would repay the Wage Advance, without incurring any interest, through deductions made from commissions that Mr. Haldiman would earn in the future.

17. The Advance Agreement further stated that if Mr. Haldiman's employment with SMM terminated "for any reason or no reason, prior to the repayment of the [Wage Advance]," that the entire remaining balance would become immediately due and payable.

18. On April 12, 2021 ("Termination Date"), Mr. Haldiman's employment with SMM was terminated.

19. On the Termination Date, Mr. Haldiman still owed \$10,852.80 of the Wage Advance ("Unpaid Advance"), and such amount became immediately due and payable.

20. In connection with Mr. Haldiman's termination, SMM and Mr. Haldiman executed the Separation Agreement

21. Pursuant to the Separation Agreement, SMM agreed to forgive the Unpaid Advance in exchange for Mr. Haldiman's compliance with the other terms of the Separation Agreement, including all provisions located in Section 5 of the Separation Agreement. (Exhibit A, Separation Agreement at Section 3).

22. In Section 5.b of the Agreement ("Communication Provision"), Mr. Haldiman agreed to refrain from any text, email, and phone communication with any employees of SMM and PIN, and agreed only to communicate with SMM via email correspondence with Shane Andersen, SMM's human resources manager ("Mr. Andersen"). (Exhibit A, Separation Agreement at Section 5.b).

23. The Communication Provision reads as follows:

b. Ongoing Communication. [Mr. Haldiman] shall cease and refrain from all text, email, and phone communication with [SMM] except that he may correspond directly with Shane Andersen via email at sandersen@pinbn.com.

24. In Section 5.c of the Separation Agreement ("Non-Disparagement Provision"), Mr. Haldiman agreed not to disparage or defame SMM or PIN, or any of their employees, to any person, including their employees. (Exhibit A, Separation Agreement at Section 5.c).

25. The Non-Disparagement Provision reads as follows:

c. Non-Disparagement. [Mr. Haldiman] agrees and covenants that he shall not, at any time after the [Termination Date], make, publish, or communicate to any person or entity including, without limitation, existing and prospective customers or investors, or employees, or in any public forum, any defamatory, maliciously false, or disparaging remarks, comments, or statements concerning [SMM], including PIN Business Network, Inc., or any of its employees, managers, members, directors, or officers, and the company's existing and prospective customers, investors, and other associated third parties, now or in the future. (Exhibit A, Separation Agreement at Section 5.c).

26. SMM's forgiveness of the Unpaid Advance was conditioned upon Mr. Haldiman's future compliance with the Communication Provision and the Non-Disparagement Provision.

27. Section 5.d provided that in the event of Mr. Haldiman's a breach of the Communication Provision or the Non-Disparagement Provision, Mr. Haldiman would owe liquidated damages to SMM in an amount equal to the Unpaid Wages ("Liquidated Damages").

28. Since executing the Separation Agreement, Mr. Haldiman has breached the Communication Provision and/or the Non-Disparagement Provision at least three times.

29. On April 15, 2021, one day after executing the Separation Agreement, Mr. Haldiman sent a LinkedIn message to SMM employee, Alex Carias ("Mr. Carias"), which Mr. Haldiman also forwarded to Mr. Carias's personal email address ("Carias Email"). A copy of the Carias Email is included herewith as **Exhibit C**.

30. In the Carias Email, Mr. Haldiman made disparaging statements about PIN and SMM's employees.

31. In the Carias email, Mr. Haldiman called one SMM employee a "fake loser," called Mr. Carias and another a SMM employee "small tiny men." (Exhibit C, Carias Email)

32. In the Carias email, Mr. Haldiman also disparaged the entire PIN sales team by implying that Mr. Haldiman was responsible for all sales closed in the previous 12 months. (Exhibit C, Carias Email)

33. The statements in Paragraphs 31-32 above disparage SMM, PIN, and/or their employees in violation of the Non-Disparagement Provision.

34. On April 28, 2021, Mr. Haldiman sent disparaging and threatening LinkedIn messages to Mr. Andersen ("Andersen Messages"). A copy of the Andersen Messages are included herewith as **Exhibit D**.

35. In the Andersen Messages, Mr. Haldiman called one SMM employee a thief, called PIN an "org of idiots," called two SMM employees "scared little fake losers, and called Mr. Andersen a "Fucking loser." (Exhibit D, Andersen Messages)

36. The statements in Paragraph 31 above disparage SMM, PIN, and/or their employees in violation of the Non-Disparagement Provision.

37. In the Andersen Messages, Mr. Haldiman also stated, "Fuck your whole word. I said I would burn it down, I am and will bitch." (Exhibit D, Andersen Messages)

38. On May 28, 2021, Mr. Haldiman sent text messages to SMM employee, Joseph Oltmann ("Mr. Oltmann") ("Oltmann Messages"). A copy of the Oltmann Messages are included herewith as **Exhibit E**.

39. In the Oltmann Messages, Mr. Haldiman falsely accused Mr. Oltmann of sexual harassment, and stated that SMM and/or PIN "will be gone soon." (Exhibit E, Oltmann Messages)

40. The statements in Paragraph 39 disparage SMM, PIN, and/or their employees in violation of the Non-Disparagement Provisions.

41. The Carias Email, Andersen Messages, and Oltmann Messages all violated the Non-Disparagement Provision because they included disparaging statements about SMM, PIN, and/or their employees.

42. The Carias Email, Andersen Messages, and Oltmann Messages violated the Communications Provision because they were made to persons other than Mr. Andersen at the email address provided for in the Communications Provision.

43. Since breaching Section 5 of the Separation Agreement, Mr. Haldiman has owed the Liquidated Damages to SMM, but Mr. Haldiman has not paid SMM the Liquidated Damages.

44. Section 15 of the Separation Agreement provides that Mr. Haldiman is responsible for all of SMM's costs and reasonable attorneys' fees, incurred in connection with SMM's enforcement of the Separation Agreement.

FIRST CLAIM FOR RELIEF
(Breach of Contract – Separation Agreement)

45. SMM hereby incorporates by reference the allegations set forth in the preceding paragraphs of this Complaint.

46. SMM and Mr. Haldiman signed the Separation Agreement on April 14, 2021.

47. The Separation Agreement is a valid and enforceable contract existing between SMM and Mr. Haldiman.

48. Mr. Haldiman has breached the Separation Agreement.

49. SMM has fully performed its obligations under the Separation Agreement.

50. As a result of Mr. Haldiman's breach of the Separation Agreement, SMM has sustained damages.

PRAYER FOR RELIEF

WHEREFORE, SMM respectfully requests that the court enter judgment and orders in its favor against Mr. Haldiman on each of the foregoing claims for relief, and award SMM the following:

- A. All actual, special, compensatory, and consequential damages, including the Liquidated Damages, as shown to have been directly and proximately caused by the Mr. Haldiman's acts omissions complained of herein;
- B. All economic losses on all claims allowed by law;
- C. All damages allowed by statute;
- D. Reasonable costs and expenses, including attorneys' fees, incurred by SMM pursuant to applicable law and the Separation Agreement;
- E. Prejudgment, moratory, and post-judgment interest on any monetary award, according to the maximum allowable legal rate;
- F. Such other and further relief as the Court deems just and proper; and
- G. Any other relief allowed by law.

Dated: July 2, 2021

/s/ Joseph A. Orrino
Joseph A. Orrino, No. 50499
Attorney for Plaintiff