

CURCIO MIRZAIAN SIROT LLC

A Limited Liability Company
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Attorneys for Plaintiffs,
Aciem, LLC d/b/a East Main Media and Brian Brodeur

ACIEM, LLC D/B/A EAST MAIN MEDIA
and BRIAN BRODEUR,

Plaintiffs,

v.

4C4 MEDIA, LLC; MARK HAEFELI;
ROBERT S. GREGORY; CHRISTOPHER J.
McHATTIE; JOHN DOES 1-10 and ABC.
CORPS. 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY: CHANCERY DIVISION

GENERAL EQUITY PART

DOCKET NO.: ESX-C-

Civil Action

VERIFIED COMPLAINT

Plaintiffs Aciem, LLC d/b/a East Main Media and Brian Brodeur, by and through their counsel, Curcio Mirzaian Sirot LLC, by way of Verified Complaint against the above-named defendants, respectfully allege as follows:

NATURE OF THE ACTION

1. This is an action for emergent injunctive relief that seeks to enjoin, restrain and otherwise prohibit defendants from making, suggesting or otherwise publishing any further disparaging or damaging remarks or claims concerning plaintiffs' business and to compel defendants to remove any and all disparaging or damaging remarks on social media, which have already been made and which presently exist in the public view.

2. Defendants are literally trying to put plaintiffs out of business by systematically targeting plaintiffs' best and key clients with false and disparaging social media posts. This application is necessary to prevent the destruction of plaintiffs' business.

3. Plaintiffs and defendants previously had a short services agreement in the Fall of 2018, wherein defendant hired plaintiffs to conduct post-production audio and video services for defendants' documentary film about a recording studio in New York City, the Power Station. Plaintiffs performed more than the anticipated amount of work required for the assignment, but defendants continued to broaden the scope of the project and make unacceptable and inappropriate demands of plaintiffs.

4. As a result, plaintiffs sought to disassociate from defendants and, waiving a full one-third (1/3rd) of their anticipated fee, entered into a settlement agreement and release, wherein plaintiffs provided all intellectual property related to the project back to defendants and defendants agreed to sever ties with plaintiffs, waive any claims, and agree not to disparage plaintiffs. Plaintiffs, through counsel, returned all such intellectual property to defendants and, it was thought, that the matter was resolved.

5. However, approximately one month after duly accepting the settlement, defendants began to complain that they could not access annotations to the script for the project, which is flatly false, as the entire script with annotation, etc. was provided to defendants. Plaintiffs

nevertheless in good faith sought to confirm that they had sent all intellectual property back to defendants and upon confirming that they had so advised defendants.

6. Apparently unsatisfied with this response, defendants began to take a concerted effort to destroy plaintiffs' business with an online media campaign, intentionally targeting plaintiffs biggest and best clients. If defendants are not stopped by this Honorable Court, plaintiffs' entire business might be lost and as such will be irreparably harmed. What is more, plaintiffs seek herein contractual attorney's fees and costs for having to bring this action, as specified in the parties' arms' length settlement agreement.

THE PARTIES

7. Plaintiff Aciem, LLC d/b/a East Main Media ("East Main Media") is a New Jersey Limited Liability Company which engages in the business of professional multimedia including, but not limited to, providing professional media services in the television and film industries, producing original media content and engaging in social media management and strategy. East Main Media operates with a principal place of business located at 101 East Main Street, Unit 1302, Little Falls, New Jersey 07424.

8. Plaintiff Brian Brodeur ("Brodeur") is the founder and principal of East Main Media.

9. Defendant 4C4 Media, LLC ("4C4") is, upon information and belief, a New Jersey Limited Liability Company which engages in the development, production and distribution of multimedia. Upon information and belief, 4C4 operates with a principal place of business located at 550 West Main Street, Boonton, New Jersey 07005.

10. Defendant Mark Haefeli ("Haefeli") is a co-founder of 4C4. Upon information and belief, Haefeli resides at 92 Elm Street, Montclair, New Jersey 07042.

11. Defendant Robert S. Gregory (“Gregory”) is a co-founder of 4C4. Upon information and belief, Gregory resides at 70 Undercliff Road, Montclair, New Jersey 07042.

12. Defendant Christopher J. McHattie (“McHattie”) is, upon information and belief, a member of 4C4 and inhouse counsel to 4C4. McHattie maintains a principal place of business located at 550 West Main Street, Boonton, New Jersey 07005.

13. At all times relevant hereto, defendants John Does 1-10 and ABC Corps. 1-10 (the “Fictitious Defendants”) are and were fictitiously named defendants representing individuals and/or entities whose identities are presently unknown, but who are or may be liable to Plaintiffs for the damages they have suffered. (4C4, Haefeli, Gregory, McHattie and the Fictitious Defendants are collectively referred to herein as “Defendants”.)

14. Plaintiffs reserve the right to amend the Complaint in the event the Fictitious Defendants are identified, and their culpability revealed. Plaintiffs will amend the pleadings to include the identity and/or identities and capacities of the Fictitious Defendants when they have been ascertained.

JURISDICTION AND VENUE

15. Plaintiffs properly bring this matter before the Chancery Division - General Equity Part pursuant to N.J.C.R. 4:3-1(a)(1) because Plaintiffs primarily seek equitable relief. Specifically, the primary relief sought by Plaintiffs is an order for temporary restraints to enjoin, restrain and otherwise prohibit Defendants from making disparaging or damaging remarks, claims or statements concerning or about Plaintiffs and their business on social media, as well as an order requiring Defendants to retract and otherwise take down all such statements.

16. Jurisdiction and Venue are proper in Essex County, New Jersey and consented to by the parties herein pursuant to Paragraph Eighteen (18) of the Settlement and Mutual General Release Agreement (discussed herein) entered into between the parties.

FACTS COMMON TO ALL COUNTS

17. On or about September 7, 2018, East Main Media and 4C4 entered into a Letter of Understanding (the “Letter Agreement”) whereby East Main Media agreed to provide post-production audio and video services to 4C4 for a film that 4C4 was making about the Power Station recording studio (the “Film”). A true and accurate copy of the Letter Agreement is annexed hereto as **Exhibit A**.

18. East Main Media provided the aforementioned post-production audio and video services to 4C4.

19. In accordance with the Letter Agreement, 4C4 made payments to East Main Media for their services in the aggregate amount of Ten Thousand Dollars (\$10,000.00).

20. At some point prior to the approval and delivery of the final post-production deliverables, disputes by and amongst Plaintiffs and Defendants arose concerning the terms of the Letter Agreement, including the outstanding payments required thereunder.

21. Rather than engage in protracted litigation, East Main Media and 4C4 agreed to terminate the existing Letter Agreement and amicably resolve the dispute concerning same.

22. In an effort to effectuate the aforementioned resolution, East Main Media, 4C4, Brodeur, Haefeli and Gregory agreed to enter into a settlement agreement.

23. On January 18, 2019, East Main Media, 4C4 and the respective principals, Brodeur, Haefeli and Gregory, entered into a Settlement and Mutual General Release Agreement (the

“Settlement and Release Agreement”). See a true and accurate copy of the Settlement and Release Agreement annexed hereto as **Exhibit B**.

24. As part of the Settlement and Release Agreement, East Main Media was required to provide 4C4 with certain documents and information concerning the post-production work that East Main Media had previously performed for 4C4 under the Letter Agreement. As part of this provision, East Main Media was required to provide 4C4 with any media in anyway associated with the Film. This information was provided to Defendants on January 18, 2019 in compliance with the Settlement and Release Agreement.

25. The Settlement and Release Agreement also contained a Non-Disparagement provision which states:

Each party agrees not to, directly or indirectly (on their own behalf or on behalf of any other person, firm, company, corporation or business entity), publicly or privately disparage and/or demean whatsoever, whether commercially or otherwise, the other Party or any of its stockholders, directors, officers, employees, principals and/or agents, whether current or past.

[**Ex. B** at ¶ 5.]

26. Haefeli and Gregory, as individual signatories of the Settlement and Release Agreement, agreed to be bound by the terms of the Settlement and Release Agreement, including the Non-Disparagement provision contained at Paragraph Seven (7).

27. Despite executing the Settlement and Release Agreement and, despite the clear and unmistakable existence of the Non-Disparagement Provision, Haefeli and 4C4, apparently upset with Plaintiffs’ clear compliance, took serious, intentional and harmful action to disparage and defame Plaintiffs and their business.

28. Specifically, beginning on or around February 19, 2019 at 11:37 am, Haefeli began to compose and distribute defamatory and disparaging statements about and concerning Plaintiffs via the social media platforms, Twitter and Facebook.

29. Within Haefeli's initial Twitter and Facebook posts, and continuing for seventeen (17) subsequent tweets, Haefeli directly, and on behalf of 4C4, threatens, disparages and defames Plaintiffs. See a true and accurate copy of February 19-20, 2019 Twitter and Facebook posts annexed hereto as **Exhibit C**.

30. On February 19, 2019, 8:37 AM, Haefeli tweeted:

I strongly suggest that you return my informational media which I copied into your Basecamp program. Also, Google Doc script. None of this information is yours. It is my informational property, you thief and incompetent. Brian, I am the wrong guy to cross. Mark Haefeli

[Ex. C, Pg. 3.]

31. On or around February 19, 2019, 8:27 AM, Haefeli tweeted:

Do not ever work with this low end company. They can't do anything other than three camera PBS shoots and local town tourism videos. Many people have been screwed by Brodeur's bullshit. He is currently holding all, of my information media. #Fraud

[Ex. C, Pg. 3.]

32. On or around February 19, 2019, 8:27 AM, Haefeli tweeted:

Complete frauds these pretenders. There are countless individuals who Brodeur has screwed...stay away

[Ex. C, Pg. 2.]

33. On or around February 19, 2019, 11:27 AM, Haefeli tweeted:

Just a bull shit company of incompetence. Brodeur is a talentless thief with lots of people coming after him. He's at best a local chamber of commerce video guy. Never has done

anything of merit. I hired him for a high end project and was about as creative as an ant farm. #fraud

[Ex. C, Pg. 2.]

34. On or around February 19, 2019, 11:27 AM, Haefeli tweeted:

This company is so low end it is laughable. Amazing how someone as talentless As Brodeur is, is still doing any business, if you want to call local chamber of commerce videos work? Don't go near there. He's also a con man, liar and phony. #punkfraud

[Ex. C, Pg. 2.]

35. On or around February 19, 2019, 11:27 AM, Haefeli tweeted:

Piece of shit company @EastMainMedia

[Ex. C, Pg. 1.]

36. On or around February 19, 2019, 11:27 AM, Haefeli tweeted:

Such bullshit and scam. Do t [sic] fall for this carnival barkers bullshit.

[Ex. C, Pg. 1.]

37. On or around February 19, 2019, 11:27 AM, Haefeli tweeted:

Brodeur is a phony and these podcasts are bullshit. No one listens or cares. He is talentless piece of shit that fucked with the wrong guy. #fraud you will regret the day you met me scumbag.

[Ex. C, Pg. 1.]

38. On or around February 19, 2019, 11:27 AM, Haefeli tweeted:

@EastMainMedia piece of shot company. Brodeur is a liar, heat and incompetent. He will be brought Right down to his knees. #fraud#lawsuit

[Ex. C, Pg. 4.]

39. On or around February 19, 2019, Haefeli posted on Facebook:

Mark Haefeli A complete bullshit company; Broduer has fucked his last client. Erased my intellectual property and script notesfor [sic] a 2 hour documentary! Should have known that this pretend production company could not handle anything as high end as a “real” documentary! Amateurs at best. cheats and incompetents at worst.

[Ex C, Pg. 5.]

40. On or around February 19, 2019, Haefeli posted on Facebook:

This is a complete bullshit company. They cant [sic] do anything except local community travelogues and three camera PBS shoots that my 14 year can edit. Many former clients have been screwed by Brodeur the phony. (He is a con man), But I will be the last Promise!#pieceofshit

[Ex C, Pg. 6.]

41. As set forth clearly within the vulgar, threatening and heinous statements, the defamatory and disparaging remarks are made by Haefeli, on behalf of 4C4 and with the full intent to destroy Plaintiffs and everything that has been built.

42. As if making baseless, hurtful and damaging statements about Plaintiffs was not enough, Haefeli and 4C4 intensified their intentional and malicious behavior by sending the Twitter posts directly to clients of Plaintiffs, including their largest client, Steve Aduato of New Jersey Television and PBS. Ex. C, Pg. 1-2.

43. On or around February 19, 2019, 11:27 AM, Haefeli tweeted;

Hey Steve ...let's get together soon so I can fill you in on Brodeur and what a scum bag he is. Suggest you find another vendor because his ship is about to be sunk. You will not want to be associated with him when this gets out.

[Ex. C, Pg. 2.]

44. On or around February 19, 2019, 11:27 AM, Haefeli tweeted;

Hey Steve, just a heads up to get away from this fraud as soon as possible. We are filing a major law suit against this clown that will bankrupt his business and put him out of his house!:) he's fucked with the wrong guy this time. @EastMainMedia

[Ex. C, Pg. 1.]

45. The actions of Haefeli and 4C4 can be defined as nothing less than reprehensible.

46. These disgraceful, disparaging and shameful remarks constitute an explicit and undeniable breach of the Settlement and Release Agreement to which Plaintiffs are exercising their rights available to them at equity.

47. Through their actions, Defendants have intentionally, maliciously and willfully tarnished and damaged the reputation of Brodeur and his business, East Main Media.

48. Without the immediate intervention of this Honorable Court, Plaintiffs will continue to suffer significant equitable damages including but not limited to the potential destruction of the business. Continued defamatory and disparaging conduct on the part of Defendants will render Plaintiffs business inoperable.

FIRST COUNT
(Breach of Contract and Injunctive Relief)

49. Plaintiffs repeat and reallege each and every allegation set forth above as if set forth at length herein.

50. Plaintiffs and Defendants entered into the Agreement.

51. Plaintiffs duly performed their obligations thereunder.

52. Defendants' disparaging, damaging and hurtful comments and statements concerning Plaintiffs constitute a material breach of the Settlement and Release Agreement with Plaintiffs.

53. As a direct and proximate result of Defendants' conduct and as set forth more fully above, Defendants breached the Agreement and Plaintiffs have suffered and will continue to suffer damages and irreparable harm to their business reputation.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally, as follows:

A. Compelling Defendants to remove, withdraw and delete any and all statements made or published on social media platforms concerning Plaintiffs, including but not limited to, all posts dated February 19 and February 20, 2019;

B. Restraining Defendants from making any future disparaging, defamatory or damaging statements concerning, related to or referencing Plaintiffs in the future as set forth in the Settlement and Release Agreement;

C. Restraining Defendants from interfering with Plaintiffs' business operations;

D. Restraining and enjoining Defendants from otherwise destroying, tarnishing or defaming Plaintiffs' personal and business reputation;

E. For damages, including but not limited to compensatory, consequential and incidental damages;

F. Reasonable attorney's fees;

G. Contractual attorney's fees;

H. Costs of suit; and

I. Granting any other relief that this Court deems just and equitable.

SECOND COUNT

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

54. Plaintiffs repeat and reallege each and every allegation set forth above as if set forth at length herein.

55. Implied in each contract in New Jersey is a covenant of good faith and fair dealing, such that one contracting party shall not take action to harm the other party.

56. By reason of the aforementioned conduct, Defendants breached the implied covenant of good faith and fair dealing with respect to the Settlement and Release Agreement.

57. As a consequence, Plaintiffs were wrongfully deprived of the fruits and benefits of its bargain with Defendants, and Plaintiffs have been and will continue to be severely damaged as a result.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally, as follows:

A. Compelling Defendants to remove, withdraw and delete any and all statements made or published on social media platforms concerning Plaintiffs, including but not limited to, all posts dated February 19 and February 20, 2019;

B. Restraining Defendants from making any future disparaging, defamatory or damaging statements concerning, related to or referencing Plaintiffs in the future as set forth in the Settlement and Release Agreement;

C. Restraining Defendants from interfering with Plaintiffs' business operations;

D. Restraining and enjoining Defendants from otherwise destroying, tarnishing or defaming Plaintiffs' personal and business reputation;

E. For damages, including but not limited to compensatory, consequential and incidental damages;

F. Reasonable attorney's fees;

G. Contractual attorney's fees;

H. Costs of suit; and

I. Granting any other relief that this Court deems just and equitable.

THIRD COUNT
(Defamation- Libel)

58. Plaintiffs repeat and reallege each and every allegation set forth above as if set forth at length herein.

59. Haefeli and 4C4 made severely damaging and disparaging remarks and statements concerning Plaintiffs on social media platforms.

60. The disparaging statements were and remain demonstrably false and defamatory in nature.

61. The disparaging and defamatory statements made by Haefeli and 4C4 concern the personal, professional and business reputation and character of Plaintiffs, were made negligently, maliciously and with the intent to destroy the character, career and reputation of Plaintiffs.

62. Furthermore, the statements made by Haefeli and 4C4 clearly and unmistakably vilified the work and career of Plaintiffs without any basis in fact.

63. As a direct and proximate result of Defendants' conduct, Plaintiffs have been impaired in their ability to earn a living and maintain business, thereby causing Plaintiffs damages.

64. As a direct and proximate result of Defendants' conduct, Brodeur has suffered and continues to suffer emotional distress and severe mental anguish.

65. As a direct and proximate result of Defendants' conduct, the reputation of East Main Media has been damaged and it has sustained and will continue to sustain damages.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally, as follows:

A. Compelling Defendants to remove, withdraw and delete any and all statements made or published on social media platforms concerning Plaintiffs, including but not limited to, all posts dated February 19 and February 20, 2019;

B. Restraining Defendants from making any future disparaging, defamatory or damaging statements concerning, related to or referencing Plaintiffs in the future as set forth in the Settlement and Release Agreement;

C. Restraining Defendants from interfering with Plaintiffs' business operations;

D. Restraining and enjoining Defendants from otherwise destroying, tarnishing or defaming Plaintiffs' personal and business reputation;

E. For damages, including but not limited to compensatory, consequential and incidental damages;

F. Reasonable attorney's fees;

G. Contractual attorney's fees;

H. Costs of suit; and

I. Granting any other relief that this Court deems just and equitable.

FOURTH COUNT
(Piercing the Veil of the Limited Liability Company)

66. Plaintiffs repeat and reallege each and every allegation set forth above as if set forth at length herein.

67. Haefeli, Gregory and McHattie exercised close, common and pervasive ownership and control over 4C4.

68. Defendants disregarded the separate nature and legal existence of 4C4 in the conduct of such business, operations and dealings with Plaintiffs and others, including, without limitation, the wrongful acts hereinabove described.

69. Haefeli, Gregory and McHattie were alter egos of 4C4 and its related entities.

70. Haefeli, Gregory and McHattie have thus used their business entity 4C4 to commit such wrongful acts, including but not limited to the disgusting and egregious defamatory

statements set forth above, in an effort to shield them from direct and personal liability for such acts, so as to evade the law and defeat the ends of justice.

71. Substantial and compelling justification therefore exists for avoiding the limited liability company and/or corporate shield and hold the individually named defendants directly and individually liable for the conduct and obligations of 4C4 to the satisfaction in full of Plaintiffs' damages.

72. As a direct and proximate result of Defendants' breaches and conduct, Plaintiffs have suffered irreparable harm and damages.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally, as follows:

A. Compelling Defendants to remove, withdraw and delete any and all statements made or published on social media platforms concerning Plaintiffs, including but not limited to, all posts dated February 19 and February 20, 2019;

B. Restraining Defendants from making any future disparaging, defamatory or damaging statements concerning, related to or referencing Plaintiffs in the future as set forth in the Settlement and Release Agreement;

C. Restraining Defendants from interfering with Plaintiffs' business operations;

D. Restraining and enjoining Defendants from otherwise destroying, tarnishing or defaming Plaintiffs' personal and business reputation;

E. For damages, including but not limited to compensatory, consequential and incidental damages;

F. Reasonable attorney's fees;

G. Contractual attorney's fees;

H. Costs of suit; and

I. Granting any other relief that this Court deems just and equitable.

FIFTH COUNT
(Conspiracy to Commit Tort)

73. Plaintiffs repeat and reallege each and every allegation set forth above as if set forth at length herein.

74. Defendants, and each of them, agreed by, between and amongst themselves, to engage in the wrongful and defamatory acts described herein and committed against Plaintiffs.

75. As a result of Defendants' conspiratorial actions, Plaintiffs have suffered damages.

76. Plaintiffs have suffered and are continuing to suffer damages proximately caused by Defendants' conspiracy, disparagement and defamatory misconduct.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally, as follows:

A. Compelling Defendants to remove, withdraw and delete any and all statements made or published on social media platforms concerning Plaintiffs, including but not limited to, all posts dated February 19 and February 20, 2019;

B. Restraining Defendants from making any future disparaging, defamatory or damaging statements concerning, related to or referencing Plaintiffs in the future as set forth in the Settlement and Release Agreement;

C. Restraining Defendants from interfering with Plaintiffs' business operations;

D. Restraining and enjoining Defendants from otherwise destroying, tarnishing or defaming Plaintiffs' personal and business reputation;

E. For damages, including but not limited to compensatory, consequential and incidental damages;

- F. Reasonable attorney's fees;
- G. Contractual attorney's fees;
- H. Costs of suit; and
- I. Granting any other relief that this Court deems just and equitable.

CURCIO MIRZAIAN SIROT LLC
Attorneys for Plaintiffs,
Aciem, LLC d/b/a East Main Media and
Brian Brodeur

By: 
_____ Benjamin C. Curcio

Dated: February 22, 2019

CERTIFICATION PURSUANT TO R.4:5-1

I hereby certify, pursuant to R.4:5-1, that the matter in controversy is not, to the best of my knowledge, information and belief, the subject of any other action pending in any Court or pending arbitration proceeding. I further certify that no other Court action or arbitration is contemplated by defendants herein and that no other person, party or claim should be joined as a party to this action at the present time.


_____ Benjamin C. Curcio

Dated: February 22, 2019

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Benjamin C. Curcio, Esq., is hereby designated as trial counsel on behalf of Plaintiffs in the within matter.

CURCIO MIRZAIAN SIROT LLC
Attorneys for Plaintiffs,
Aciem, LLC d/b/a East Main Media and
Brian Brodeur

Dated: February 22, 2019

By: 

Benjamin C. Curcio

CERTIFICATION PURSUANT TO R. 1:38-7(c)

I certify that confidential identifies have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).




Benjamin C. Curcio

Dated: February 22, 2019

VERIFICATION

I hereby verify under penalty of perjury that I have reviewed the allegations in the Verified Complaint and certify that those allegations are true. As to those allegations made upon information and belief, I verify that such allegations are true based upon the best information and knowledge available to me. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Brian Brodeur

Dated: February 21, 2019

EXHIBIT A

EXHIBIT "A"

September 7, 2018

Mark Haefeli
Principal/Creative Director

Robert S. Gregory
Principal

4C4 Media, LLC; A Mark Haefeli Company
550 West Main Street Boonton
New Jersey 07005

Re: Letter of Understanding

Dear Mark and Robert:

The purpose of this Letter of Understanding is to set forth certain terms and conditions under which 4C4 Media, LLC ("4C4 Media") will engage East Main Media for post-production work to complete the film, working title "Power Station; When Worlds Collide." The terms of this Letter of Understanding shall be binding upon 4C4 Media and East Main Media, unless and until a more formal agreement is signed.

Services: East Main Media shall perform the following services for the 4C4 Media: Post-production audio and video services. Specific services, production details and deliverables are described on Exhibit 1 attached to this Letter of Understanding (collectively, the "Work"). The Work shall include all work product associated with the Work. The Work shall be performed pursuant to a mutually agreed-upon schedule with an estimated completion date of 11/22/18.

Ownership of Intellectual Property: 4C4 Media hereby represents that it owns all intellectual property and other requisite rights in any materials that it will be providing to East Main Media or, that it otherwise has acquired or will acquire (or will have a good faith basis to use, such as Fair Use) all requisite rights and permissions to such materials prior to any commercial exploitation of the finished film. Each party represents and warrants to the other the performance of its obligations under this Letter of Understanding will not infringe or violate any intellectual property or any other proprietary rights of any third party. East Main Media hereby assigns and agrees to assign to 4C4 Media, without royalty or any other consideration except as expressly set forth herein, all worldwide right, title and interest East Main Media may have or acquire in and to (i) the Work (iii) all worldwide patents, patent applications, copyrights, mask work rights, trade secrets rights and other intellectual property rights in the Work ; and (iv) any and all "moral rights" or right of "droit moral" (collectively "Moral Rights"), that East Main Media may have in or with respect to the Work. To the extent any Moral Rights are not assignable, East Main Media waives, disclaims and agrees that East Main Media will not enforce such Moral Rights. East Main Media agrees that such assignment shall extend to all languages and including the right to make translations of the Work. Additionally, East Main Media agrees, at no charge to 4C4 Media, but at 4C4 Media's sole expense, to sign and deliver to 4C4 Media (either during or subsequent to East Main Media's performance of the Work) such documents as 4C4 Media considers desirable to evidence the assignment of all rights of East Main Media, if any, described above to 4C4 Media and 4C4 Media's ownership of such rights and to do any lawful act and to sign and deliver to 4C4 Media any document necessary to apply for, register, prosecute or enforce any patent, copyright or other right or protection relating to any Innovations In any country of the world.

Work for Hire. The parties both intend this to be a contract for goods and/or services specially ordered by 4C4 Media and each considers and expressly agrees the services to be rendered and materials to be delivered by East Main Media to be a work made for hire. East Main Media acknowledges and expressly agrees that the services and deliverables, and the rights of copyright, authorship and ownership therein, including, without limitation, the complete bundle of rights contemplated by United States Copyright Act) belongs to, vests in and shall be the sole and exclusive property of 4C4 Media as author. East Main Media acknowledges that the motivating factor inducing it to create the materials being delivered hereunder is 4C4 Media's solicitation of it to create the deliverables according to 4C4 Media's specifications. East Main Media obtains no rights of copyright, no right to further compensation, nor any other property or equitable rights in the specially ordered services and deliverables being furnished under this Letter of Understanding.

Intellectual Property Indemnification: With respect to the representations and warranties set forth above, each party agrees to defend, indemnify and hold the other party, its members, agents, and employees harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties related to any representation or warranty of the party providing such indemnity including any claim related to any warranty or representation concerning the intellectual property rights of any third party, including any intellectual property that is deemed to be Fair Use.

Independent Contractor Status: East Main Media is an independent contractor and not an employee of 4C4 Media. Nothing contained herein shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship between the parties. The parties understand and agree that East Main Media is free to perform services in any capacity for other clients. East Main Media represents and warrants that the work it performs under this Letter of Understanding shall be performed by individuals of sufficient experience and ability necessary to ensure that the Work is of the highest quality consistent with industry standards. East Main Media acknowledges 4C4 Media is free to use others to perform services the same as, or similar to, those of East Main Media to complete post-production for the film.

Confidentiality; Non-Disclosure. East Main Media shall treat as confidential any proprietary information, trade secret and/or confidential information of 4C4 Media (collectively "Confidential Information") that is disclosed in the course of the performance of the Work as provided hereinafter, including without limitation, the storyline, content and other details of the film or any part thereof, any business discussions by and between East Main Media and 4C4 Media or between 4C4 Media and any third party related to the film and its potential distribution. Notwithstanding the foregoing, the following information shall not be deemed to be Confidential Information under this Agreement: (a) Information in the public domain or that enters the public domain through no fault of East Main Media in violation of this Agreement; (b) Information already in the possession of East Main Media prior to any disclosure hereunder; (c) Information approved for disclosure by written authorization of 4C4 Media; (d) Information which East Main Media receives from a third party, which third party disclosure is not prohibited due to an obligation of confidentiality owed to 4C4 Media. Notwithstanding the

foregoing, combinations of publicly available information shall not be encompassed by the foregoing exclusions unless such combination is disclosed in a single public domain disclosure.

Credits and Points on Proceeds: Brian Brodeur shall receive full on-screen, Executive Producer credit. East Main Media shall receive 12.5 percentage points on the net proceeds of the film, which shall be determined by an independent evaluation. For purposes of this paragraph, "net proceeds" shall mean the amounts actually received by 4C4 Media from distribution of the film, after 100% recoupment of the amounts expended by 4C4 Media for production of the film (including without limitation the amounts paid to East Main Media hereunder). East Main Media's right to receive a percentage of the net proceeds as set forth in this paragraph shall expire five (5) years after completion of the Work.

Payment: The total fee to be paid to East Main Media for its services shall be \$15,000.00 (the "Production Fee") as noted in Invoice #203159. Payment of the Production Fee shall be made as follows:

- One third of the Production Fee (\$5000.00) shall be due upon of the execution of this Agreement, followed by additional two (2) payments of (\$2500.00), due on 10/1/18 and 11/1/18 respectively.
- The final balance of the Production Fee shall be due within thirty (30) days following 4C4 Media's approval of the final deliverables and East Main Media's delivery of final deliverable assets to 4C4 Media.

Reporting: East Main Media shall report to, and shall directed by, Mark Haefeli of 4C4 Media. East Main Media shall provide regular reports to the 4C4 Media on East Main Media's progress on the Work via email and/or phone pursuant to a mutually agreed-upon schedule.

If the foregoing accurately reflects our understanding, please execute below to indicate your agreement to the terms and conditions contained herein.

Very truly yours,

Brian Brodeur

On behalf of East Main Media

Agreed to this day of September, 2018

4C4 Media, LLC

By: _____

Mark Haefell, Principal and Creative Director

By: _____

Robert S. Gregory Principal

foregoing combinations of publicly available information shall not be encompassed by the foregoing exclusions unless such combination is disclosed in a single public domain disclosure

Credits and Points on Proceeds Brian Brodeur shall receive full on screen Executive Producer credit. East Main Media shall receive 12.5 percentage points on the net proceeds of the film, which shall be determined by an independent evaluation. For purposes of this paragraph, "net proceeds" shall mean the amounts actually received by 4C4 Media from distribution of the film, after 100% recoupment of the amounts expended by 4C4 Media for production of the film (including without limitation the amounts paid to East Main Media hereunder). East Main Media's right to receive a percentage of the net proceeds as set forth in this paragraph shall expire five (5) years after completion of the Work.

Payment The total fee to be paid to East Main Media for its services shall be \$15,000.00 (the "Production Fee") as noted in Invoice #203159. Payment of the Production Fee shall be made as follows:

- One third of the Production Fee (\$5000.00) shall be due upon of the execution of this Agreement followed by additional two (2) payments of (\$2500.00), due on 10/1/18 and 11/1/18 respectively.
- The final balance of the Production Fee shall be due within thirty (30) days following 4C4 Media's approval of the final deliverables and East Main Media's delivery of final deliverable assets to 4C4 Media.

Reporting East Main Media shall report to, and shall be directed by, Mark Haefeli of 4C4 Media. East Main Media shall provide regular reports to the 4C4 Media on East Main Media's progress on the Work via email and/or phone pursuant to a mutually agreed-upon schedule.

if the foregoing accurately reflects our understanding, please execute below to indicate your agreement to the terms and conditions contained herein:

Very truly yours,

Brian Brodeur

On behalf of East Main Media

Agreed to this _____ day of September, 2018

4C4 Media

By

Mark Haefeli, Principal and Creative Director

By

Robert S. Gregory, Principal

Exhibit 1

East Main Media shall deliver to 4C4 Media a finished edit of the film (working title "Power Station: When Worlds Collide" to 4C4 Media's specifications (including sound/soundtrack, and picture, and vfx elements) using the post-production services of East Main Media.

The following facility services and administrative support details are expected to be utilized for the project listed above:

East Main Media Operations: – Use of East Main Media common areas and client-support amenities (wifi, kitchen, parking etc) during attended post-production sessions – Production coordination, scheduling and organization by East Main Media staff producers Kayla Galka and Morgan Taylor – Generally, post-production sessions will not be "attended" by client – Sessions that will be attended by client must be scheduled and coordinated in advance via East Main Media operations staff – During the post-production process, videos will be provided electronically for client review on an ongoing basis

East Main Media Edit Suite #2: – Apple iMac dual monitor video editing station with stereo external speakers – Post-production video editorial, basic color correction, graphic development, and formatting/encoding utilizing Adobe Premiere Pro and other related softwares – Qualified & dedicated East Main Media staff video editor with specific additional editorial services provided by Brian Brodeur

East Main Media Video/Audio Suite #3: – PC-based "UHD 4k" triple-monitor workstation with stereo external speakers – PC-based AVID ProTools audio workstation – Video and/or audio post-production will be supported with Edit Suite #3 as necessary – Voice over recording/production as well as original "sound-alike" music and scoring – Qualified & dedicated East Main Media staff editor/engineer with specific additional services provided by Brian Brodeur

Deliverables: – Master Export of final film: Quicktime MOV 1920x1080 (format/codecs tbd) – "Clean" Non-Texted Export of final film: format same as above – Audio stereo stems mix (Dialog, Ambient/SFX, Music) – H264 720p or 1080 "web only" version export – Working in-progress TC screeners on as-needed basis, unlisted delivery on YouTube or other cloud storage platform

EXHIBIT B

SETTLEMENT AND MUTUAL GENERAL RELEASE AGREEMENT

THIS SETTLEMENT AND MUTUAL GENERAL RELEASE AGREEMENT (this "Agreement"), dated as of January 18, 2019, by and among ACIEM, LLC d/b/a East Main Media, a New Jersey Limited Liability Company ("East"), and Brian Brodeur, an individual ("Brodeur"), on the one hand and 4C4 Media, LLC, a New Jersey Limited Liability Company ("4C4"), Mark Haefeli, an individual ("Haefeli"), and Robert S. Gregory, an individual ("Gregory"), on the other hand. Each of East, Brodeur, 4C4, Haefeli and Gregory, shall each hereinafter individually be referred to as a "Party," and, collectively, as the "Parties."

RECITALS

WHEREAS, on or about September 7, 2018, East and 4C4 executed a letter of understanding (the "Letter Agreement," a copy of which is attached hereto as Exhibit "A"), pursuant to which East provided post-production audio and video services (the "Services") to 4C4 for a film about the Power Station recording studio (the "Film");

WHEREAS, East provided the Services to 4C4 in accordance with the Letter Agreement;

WHEREAS, 4C4 made payments to East for the Services in the aggregate amount of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Initial Payment");

WHEREAS, there is an additional payment which would have been due "within thirty (30) days following 4C4 Media's approval of the final deliverables and East Main Media's delivery of final deliverable assets to 4C4 Media" in the amount of Five Thousand Dollars (\$5,000.00) plus twelve and one half (12.5) percentage points on the net proceeds of the Film, if any (the "Balance Payment");

WHEREAS, a dispute has arisen amongst the Parties concerning the Letter Agreement; and

WHEREAS, the Parties have agreed to terminate the Letter Agreement and to amicably resolve, settle and compromise all disputes and differences they have or may have arising out of facts or occurrences existing as of this date, known or unknown, which are released below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, as well as each Party's release (each a "Releasing Party") of the other Party(ies) as provided above (each a "Released Party") from any claims for any monies that the Releasing Party could have sought from the Released Party, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby remise, release, acquit, satisfy, and forever discharge each other and their heirs, personal representatives, successors, assigns, employees, agents and attorneys of and from all actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, attorneys' fees, expenses, contracts, controversies, agreements, promises, variances, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Parties hereto ever had, now have, or may have, or which any personal representative, successor, heir, agent or assign of the Parties hereafter can, shall or may have, against each other their heirs, personal representatives, successors, assigns, employees, agents or attorneys, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement:

1. Recitals. The Recitals set forth above are hereby incorporated into this Agreement upon satisfaction of the conditions set forth below.

2. Consideration. The Parties acknowledge that the consideration for this Agreement, and a condition hereof, are among other things, (a) East's release of any claims related to the Film or for any additional payment and remuneration arising from the Letter Agreement or the Film, including, but not limited to, the Balance Payment, (b) East's (i) transfer of all right, title and interest of any kind in may have in the Film to 4C4 upon execution of this Agreement; (ii) physical and actual transfer of materials, physical, digital, in any media in anyway associated with the Film, to 4C4 within two (2) days of execution of this Agreement; and (iii) otherwise agreeing to be bound by the terms of this Agreement and those portions of the Letter Agreement that survive termination as set forth in Section 15 hereinbelow; (c) 4C4's agreement to refrain from contacting East and its principals and otherwise agreeing to be bound by the terms of this Agreement; and (d) the payments already made to East by 4C4.

3. Settlement Amount. East agrees that they will forego all remaining Balance Payment monies that were owed by 4C4 under the Letter Agreement. 4C4 shall be relieved of any and all future payment obligations to East and 4C4 shall further relinquish any and all claims to the Initial Payment already made to and received by East, as well as any other potential claims except those claims arising under the surviving sections of the Letter Agreement pursuant to Section 15 hereinbelow.

4. Releases. The releases set forth below shall become effective upon the execution of this Agreement:

a. East hereby fully, forever, irrevocably and unconditionally releases and discharges each of 4C4, Haefeli and Gregory (including, all permitted assigns, estates, legal representatives, executors, guardians, other legal representatives, legatees, distributees, and heirs) from all Claims (defined hereinafter below) that East had or may have at any time through the date hereof against 4C4, Haefeli and Gregory.

b. Brodeur hereby fully, forever, irrevocably and unconditionally releases and discharges each of 4C4, Haefeli and Gregory (including, all permitted assigns, estates, legal representatives, executors, guardians, other legal representatives, legatees, distributees, and heirs) from all Claims (defined hereinafter below) that Brodeur had or may have at any time through the date hereof against 4C4, Haefeli and Gregory.

c. 4C4 hereby fully, forever, irrevocably and unconditionally releases and discharges each of East and Brodeur (including all permitted assigns, estates, legal representatives, executors, guardians, other legal representatives, legatees, distributees, and heirs) from all Claims that 4C4 had or may have at any time through the date hereof against each of East and Brodeur.

d. Haefeli hereby fully, forever, irrevocably and unconditionally releases and discharges each of East and Brodeur (including all permitted assigns, estates, legal representatives, executors, guardians, other legal representatives, legatees, distributees, and heirs) from all Claims that Haefeli had or may have at any time through the date hereof against each of East and Brodeur.

e. Gregory hereby fully, forever, irrevocably and unconditionally releases and discharges each of East and Brodeur (including all permitted assigns, estates, legal representatives, executors, guardians, other legal representatives, legatees, distributees, and heirs) from all Claims that Gregory had or may have at any time through the date hereof against each of East and Brodeur.

f. "Claims" means all actions, causes of action, claims, interests, liabilities, damages, other obligations, grievances, disputes, demands, judgments and complaints of any kind or nature, in law, equity or otherwise, whether known or unknown, matured or unmatured, discoverable or not discoverable and/or fixed or contingent, which have arisen or are now arising or hereafter may arise, from the beginning of time until the date of this Agreement, whether presently asserted or not. Claims include all claims which have been made or could in the future be made of any kind or nature whatsoever.

g. Anything contained herein to the contrary notwithstanding, neither Party is releasing any Claims relating to: (i) a Party's right to enforce this Agreement, (ii) a Party's rights to or claims that may arise after the execution of this Agreement, or (iii) any claim that may not be released by private agreement without judicial or governmental supervision or otherwise.

5. Non-Disparagement. Each Party agrees not to, directly or indirectly (on their own behalf or on behalf of any other person, firm, company, corporation or business entity), publicly or privately disparage and/or demean whatsoever, whether commercially or otherwise, the other Party or any of its stockholders, directors, officers, employees, principals and/or agents, whether current or past.

6. Confidentiality. The Parties hereto agree to keep the terms of this Agreement strictly confidential, provided, however, that each party may disclose this Agreement to their respective accountants and attorneys.

7. Events of Default. The occurrence of any of the following shall be an "Event of Default": (a) any failure by a Party to perform any of its obligations under this Agreement; (b) the falsity, inaccuracy or material breach by any Party of any written warranty, representation or statement made or furnished to the other Party under this Agreement; or (c) the termination or attempted termination of this Agreement. Upon the occurrence of any Event of Default, the non-defaulting Party may, in its discretion, exercise from time to time any rights and remedies available to it at law, in equity or otherwise.

8. Costs. To the extent that either Party incurs any costs or expenses in protecting or enforcing his rights under this Agreement, including reasonable attorneys' fees and the costs and expenses of litigation, such costs and expenses shall be recoverable from the defaulting Party by the successful Party in any litigation.

9. Preservation of Rights. No delay or omission on any Party's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will such Party's action or inaction impair any such right or power. Each Party's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which such Party may have under other agreements, at law or in equity.

10. Consultation of Counsel. Each Party acknowledges that it has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

11. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns; provided, however, that neither Party may assign this Agreement in whole or in part without the other Party's prior written consent.

12. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be in writing and will be effective upon receipt.

13. Illegality. If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement.

14. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by the Parties hereto from, any provision of this Agreement, will be effective unless made in a writing signed by the Parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Parties hereto will entitle the Parties hereto to any other or further notice or demand in the same, similar or other circumstance.

15. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. Notwithstanding anything set forth in paragraph 4 above ("Releases") the Parties intent that the rights, obligations and representations made in the following sections of the Letter Agreement shall survive the Letter Agreement's termination and remain in full force and effect: "Ownership of Intellectual Property"; "Work For Hire"; "Intellectual Property Indemnification"; and "Confidentiality; Non-Disclosure. East Main Media."

16. Interpretation. In this Agreement, the singular includes the plural and the plural the singular; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; and references to sections or exhibits are to those of this Agreement. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

17. Counterparts. This Agreement may be executed in counterparts which taken together shall comprise one and the same Agreement.

18. GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICT OR CHOICE OF LAW. EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE COURT IN THE STATE OF NEW JERSEY, LOCATED IN ESSEX COUNTY, OR IN THE DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY LOCATED IN NEWARK, NEW JERSEY, IN ANY ACTION, SUIT OR PROCEEDING BROUGHT AGAINST IT AND RELATED TO OR IN CONNECTION WITH THIS

AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY WAIVES AND AGREES NOT TO ASSERT BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH FEDERAL OR STATE COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER, OR THAT THIS AGREEMENT OR ANY DOCUMENT OR ANY INSTRUMENT REFERRED TO HEREIN OR THE SUBJECT MATTER THEREOF MAY NOT BE LITIGATED IN OR BY SUCH COURTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO AGREES (i) NOT TO SEEK AND HEREBY WAIVES THE RIGHT TO ANY REVIEW OF THE JUDGMENT OF ANY SUCH FEDERAL OR STATE COURT BY ANY FEDERAL OR STATE COURT OF ANY OTHER NATION OR JURISDICTION WHICH MAY BE CALLED UPON TO GRANT AN ENFORCEMENT OF SUCH JUDGMENT AND (ii) NOT TO ASSERT ANY COUNTERCLAIM, IN ANY SUCH SUIT, ACTION OR PROCEEDING.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and delivered as of the day and year first above written.

ACIEM, LLC D/B/A EAST MAIN MEDIA,
A New Jersey Limited Liability Company

4C4 MEDIA, LLC,
A New Jersey Limited Liability Company

By: _____
Name: Brian Brodeur
Title: _____

By: _____
Name: Mark Haefeli
Title: _____

Brian Brodeur, individually

By: _____
Name: Robert S. Gregory
Title: _____

Mark Haefeli, individually

Robert S. Gregory, individually

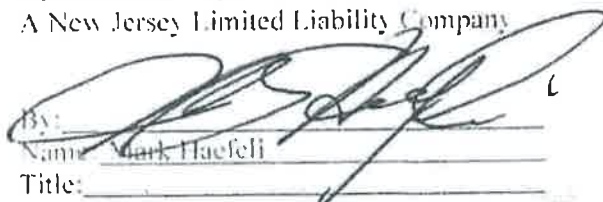
AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY WAIVES AND AGREES NOT TO ASSERT BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH FEDERAL OR STATE COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER, OR THAT THIS AGREEMENT OR ANY DOCUMENT OR ANY INSTRUMENT REFERRED TO HEREIN OR THE SUBJECT MATTER THEREOF MAY NOT BE LITIGATED IN OR BY SUCH COURTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO AGREES (i) NOT TO SEEK AND HEREBY WAIVES THE RIGHT TO ANY REVIEW OF THE JUDGMENT OF ANY SUCH FEDERAL OR STATE COURT BY ANY FEDERAL OR STATE COURT OF ANY OTHER NATION OR JURISDICTION WHICH MAY BE CALLED UPON TO GRANT AN ENFORCEMENT OF SUCH JUDGMENT AND (ii) NOT TO ASSERT ANY COUNTERCLAIM, IN ANY SUCH SUIT, ACTION OR PROCEEDING.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and delivered as of the day and year first above written.

ACIEM, LLC D/B/A EAST MAIN MEDIA,
A New Jersey Limited Liability Company

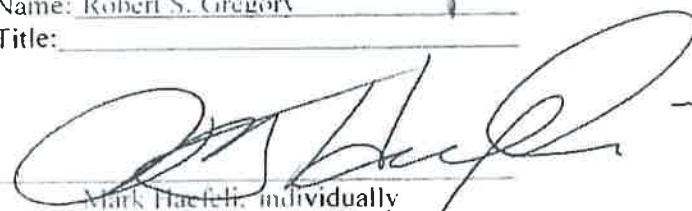
4C4 MEDIA, I.L.C.,
A New Jersey Limited Liability Company

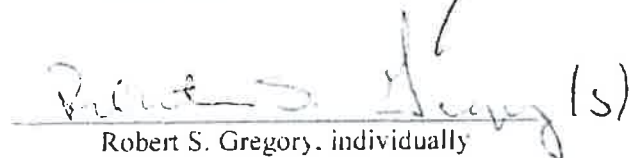
By: _____
Name: Brian Brodeur
Title: _____

By: 
Name: Mark Haefeli
Title: _____

Brian Brodeur, individually

By:  (s)
Name: Robert S. Gregory
Title: _____



Mark Haefeli, individually

 (s)
Robert S. Gregory, individually

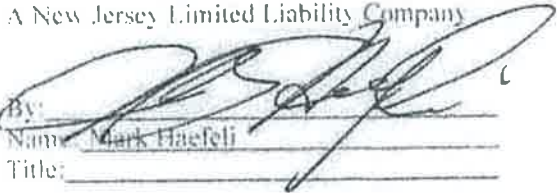
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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and delivered as of the day and year first above written.


ACIEM, LLC D/B/A EAST MAIN MEDIA,
A New Jersey Limited Liability Company

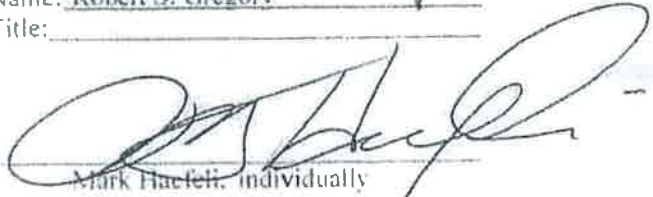
By: 
Name: Brian Brodeur
Title: owner

4C4 MEDIA, LLC,
A New Jersey Limited Liability Company

By: 
Name: Mark Haefeli
Title: _____


Brian Brodeur, individually

By: 
Name: Robert S. Gregory
Title: _____


Mark Haefeli, individually


Robert S. Gregory, individually

EXHIBIT "A"

September 7, 2018

Mark Haefeli
Principal/Creative Director

Robert S. Gregory
Principal

4C4 Media, LLC; A Mark Haefeli Company
550 West Main Street Boonton
New Jersey 07005

Re: Letter of Understanding

Dear Mark and Robert:

The purpose of this Letter of Understanding is to set forth certain terms and conditions under which 4C4 Media, LLC ("4C4 Media") will engage East Main Media for post-production work to complete the film, working title "Power Station; When Worlds Collide." The terms of this Letter of Understanding shall be binding upon 4C4 Media and East Main Media, unless and until a more formal agreement is signed.

Services: East Main Media shall perform the following services for the 4C4 Media: Post-production audio and video services. Specific services, production details and deliverables are described on Exhibit 1 attached to this Letter of Understanding (collectively, the "Work"). The Work shall include all work product associated with the Work. The Work shall be performed pursuant to a mutually agreed-upon schedule with an estimated completion date of 11/22/18.

Ownership of Intellectual Property: 4C4 Media hereby represents that it owns all intellectual property and other requisite rights in any materials that it will be providing to East Main Media or, that it otherwise has acquired or will acquire (or will have a good faith basis to use, such as Fair Use) all requisite rights and permissions to such materials prior to any commercial exploitation of the finished film. Each party represents and warrants to the other the performance of its obligations under this Letter of Understanding will not infringe or violate any intellectual property or any other proprietary rights of any third party. East Main Media hereby assigns and agrees to assign to 4C4 Media, without royalty or any other consideration except as expressly set forth herein, all worldwide right, title and interest East Main Media may have or acquire in and to (i) the Work (iii) all worldwide patents, patent applications, copyrights, mask work rights, trade secrets rights and other intellectual property rights in the Work; and (iv) any and all "moral rights" or right of "droit moral" (collectively "Moral Rights"), that East Main Media may have in or with respect to the Work. To the extent any Moral Rights are not assignable, East Main Media waives, disclaims and agrees that East Main Media will not enforce such Moral Rights. East Main Media agrees that such assignment shall extend to all languages and including the right to make translations of the Work. Additionally, East Main Media agrees, at no charge to 4C4 Media, but at 4C4 Media's sole expense, to sign and deliver to 4C4 Media (either during or subsequent to East Main Media's performance of the Work) such documents as 4C4 Media considers desirable to evidence the assignment of all rights of East Main Media, if any, described above to 4C4 Media and 4C4 Media's ownership of such rights and to do any lawful act and to sign and deliver to 4C4 Media any document necessary to apply for, register, prosecute or enforce any patent, copyright or other right or protection relating to any Innovations in any country of the world.

Work for Hire. The parties both intend this to be a contract for goods and/or services specially ordered by 4C4 Media and each considers and expressly agrees the services to be rendered and materials to be delivered by East Main Media to be a work made for hire. East Main Media acknowledges and expressly agrees that the services and deliverables, and the rights of copyright, authorship and ownership therein, including, without limitation, the complete bundle of rights contemplated by United States Copyright Act) belongs to, vests in and shall be the sole and exclusive property of 4C4 Media as author. East Main Media acknowledges that the motivating factor inducing it to create the materials being delivered hereunder is 4C4 Media's solicitation of it to create the deliverables according to 4C4 Media's specifications. East Main Media obtains no rights of copyright, no right to further compensation, nor any other property or equitable rights in the specially ordered services and deliverables being furnished under this Letter of Understanding.

Intellectual Property Indemnification: With respect to the representations and warranties set forth above, each party agrees to defend, indemnify and hold the other party, its members, agents, and employees harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties related to any representation or warranty of the party providing such indemnity including any claim related to any warranty or representation concerning the intellectual property rights of any third party, including any intellectual property that is deemed to be Fair Use.

Independent Contractor Status: East Main Media is an independent contractor and not an employee of 4C4 Media. Nothing contained herein shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship between the parties. The parties understand and agree that East Main Media is free to perform services in any capacity for other clients. East Main Media represents and warrants that the work it performs under this Letter of Understanding shall be performed by individuals of sufficient experience and ability necessary to ensure that the Work is of the highest quality consistent with industry standards. East Main Media acknowledges 4C4 Media is free to use others to perform services the same as, or similar to, those of East Main Media to complete post-production for the film.

Confidentiality; Non-Disclosure. East Main Media shall treat as confidential any proprietary information, trade secret and/or confidential information of 4C4 Media (collectively "Confidential Information") that is disclosed in the course of the performance of the Work as provided hereinafter, including without limitation, the storyline, content and other details of the film or any part thereof, any business discussions by and between East Main Media and 4C4 Media or between 4C4 Media and any third party related to the film and its potential distribution. Notwithstanding the foregoing, the following information shall not be deemed to be Confidential Information under this Agreement: (a) Information in the public domain or that enters the public domain through no fault of East Main Media in violation of this Agreement; (b) Information already in the possession of East Main Media prior to any disclosure hereunder; (c) Information approved for disclosure by written authorization of 4C4 Media; (d) Information which East Main Media receives from a third party, which third party disclosure is not prohibited due to an obligation of confidentiality owed to 4C4 Media. Notwithstanding the

foregoing, combinations of publicly available information shall not be encompassed by the foregoing exclusions unless such combination is disclosed in a single public domain disclosure.

Credits and Points on Proceeds: Brian Brodeur shall receive full on-screen, Executive Producer credit. East Main Media shall receive 12.5 percentage points on the net proceeds of the film, which shall be determined by an independent evaluation. For purposes of this paragraph, "net proceeds" shall mean the amounts actually received by 4C4 Media from distribution of the film, after 100% recoupment of the amounts expended by 4C4 Media for production of the film (including without limitation the amounts paid to East Main Media hereunder). East Main Media's right to receive a percentage of the net proceeds as set forth in this paragraph shall expire five (5) years after completion of the Work.

Payment: The total fee to be paid to East Main Media for its services shall be \$15,000.00 (the "Production Fee") as noted in Invoice #203159. Payment of the Production Fee shall be made as follows:

- One third of the Production Fee (\$5000.00) shall be due upon of the execution of this Agreement, followed by additional two (2) payments of (\$2500.00), due on 10/1/18 and 11/1/18 respectively.
- The final balance of the Production Fee shall be due within thirty (30) days following 4C4 Media's approval of the final deliverables and East Main Media's delivery of final deliverable assets to 4C4 Media.

Reporting: East Main Media shall report to, and shall directed by, Mark Haefeli of 4C4 Media. East Main Media shall provide regular reports to the 4C4 Media on East Main Media's progress on the Work via email and/or phone pursuant to a mutually agreed-upon schedule.

If the foregoing accurately reflects our understanding, please execute below to indicate your agreement to the terms and conditions contained herein.

Very truly yours,

Brian Brodeur

On behalf of East Main Media

Agreed to this day of September, 2018

4C4 Media, LLC

By: _____

Mark Haefeli, Prncipal and Creative Director

By: _____

Robert S. Gregory Principal

EXHIBIT C



Tweets **6,897** Following **585** Followers **140** Likes **523** Lists **4**

Follow

JustMe

@TVLAND129

Producer/Director of Many Years

new jersey

Joined April 2009

1,088 Photos and videos



Tweets Tweets & replies Media

JustMe Retweeted



JustMe @TVLAND129 · 9h

Brodeur is a phony and these podcasts are bullshit. No one listens or cares. He is talentless piece of shit that fucked with the wrong guy. #fraud you will regret the day you met me scumbag.



East Main Media @EastMainMedia

New #Podcast Episode: CD & Website designer, Jack Frisch, continues sharing stories with host @brian_brodeur including meeting legendary Weather Report bassist Jaco Pastorius on a NYC basketball court...

1 1



JustMe @TVLAND129 · 9h

Such bullshit and scam. Do t fall for this carnival barkers bullshit.



East Main Media @EastMainMedia

The future is bright! Check out our video press release announcing @TAPintoTV
Learn more: ow.ly/7jdy30npq1T

1



JustMe @TVLAND129 · 9h

Piece of shit company. @EastMainMedia



East Main Media @EastMainMedia

Great episode of One-on-One with @SteveAubato featuring #LocationProduction and #editing by #EastMainMedia from the @NJEA Convention in #AtlanticCity airing this weekend on @njtv, ...

1



JustMe @TVLAND129 · 9h

Hey Steve, just a heads up to get away from this fraud as soon as possible. We are

@EastMainMedia



Steve Adubato, PhD @SteveAdubato

Tune in to #1on1 Sunday at 11am on @njtv as I go on-location for part 2 of our special from the 2018 @NJEA Convention! I'll be sitting down w/ @SeanMSpiller + Ed Richardson of #NJEA, NJ Teacher of the Year Jennifer...



JustMe @TVLAND129 · 9h

This company is so low end it is laughable. Amazing how someone as talentless As Brodeur is, is still doing any business, if you want to call local chamber of commerce videos work? Don't go near there. He's also a con man, liar and phony. #punkfraud



East Main Media @EastMainMedia

By day, @Ammiratad is a mild-mannered #videoeditor ~ Head of #PostProduction for @EastMainMedia to be more specific ~ but by night, Dave sings lead in the award-winning #barbershop quartet @GimmeFour, an...



JustMe @TVLAND129 · 9h

Hey Steve...let's get together soon so I can fill you in on Brodeur and what a scum bag he is. Suggest you find another vendor because his ship is about to be sunk. You will not want to be associated with him when this gets out.



Steve Adubato, PhD @SteveAdubato

During my State Of Affairs #SoANJ interview with US Senator & Presidential Candidate @CoryBooker we discussed Political Discourse: "It's almost like this thin, narrow band of folks with bigoted ideals feel this..."



JustMe @TVLAND129 · 9h

Just a bull shit company of incompetence. Brodeur is a talentless thief with lots of people coming after him. He's at best a local chamber of commerce video guy. Never has done anything of merit. I hired him for a high end project and was about as creative as an ant farm. #fraud

TAPintoTV @TAPintoTV

Ever wonder about the origins of #ValentinesDay? #TAPintoTV shares some history about the annual celebration of love: ow.ly/xUgS50ImkOb #Valentines #AncientRome #ValentinesDay2019 #History #Origins #HappyValentinesDay #StValentine #Love #HappyValentinesDay2019 ...



JustMe @TVLAND129 · 22h

complete frauds these pretenders. There are countless individuals who Brodeur has screwed....stay away.

Great Mustachio @DWSchoner

I can't say it how excited I am to be back producing projects again. Feels amazing.



JustMe @TVLAND129 · 22h

Do not ever work with this low end company. They can't do anything other then three camera PBS shoots and local town tourism videos. Many people have been screwed by Brodeur's bullshit. He currently is holding all, of my informational media. #Fraud



1



JustMe @TVLAND129 · 22h

I strongly suggest that you return my informational media which I copied into your Basecamp program. Also, Google Doc script. None of this information is yours. It is my informational property, you thief and incompetent. Brian, I am the wrong guy to cross. Mark Haefeli

TAPintoTV @TAPintoTV

Ever wonder about the origins of #ValentinesDay? #TAPintoTV shares some history about the annual celebration of love: ow.ly/xUgS50lmkOb
#Valentines #AncientRome #ValentinesDay2019 #History #Origins #HappyValentinesDay #StValentine #Love #HappyValentinesDay2019 ...



JustMe @TVLAND129 · Feb 18

Go coach Sara and Nittany Lions! @MountieSB @SHUSoftball



Big Ten Softball @B1Gsoftball

A salute to our #B1GSoftball programs for their second win in the four-year history of the #ACCB1G Softball Challenge, winning this year by a 23-13 score! bit.ly/2GsvzAa



JustMe @TVLAND129 · Feb 17

You go girl...@MountieSB @SHUSoftball

Coach_Haefeli @CoachHaefeli

Duke, Duke, Duke



1

JustMe Retweeted



JustMe @TVLAND129 · Jan 25

@4C4Media Announces 2019 Developmnet Projects

- 1)"Phil Ramone, The Music Man" (pictured below)
- 2) " The Vegas Job" Biggest con in music history
- 3) "Archives of a Generation" Over twenty years of exclusive music performances, interview and never before released materials.



All

Mentions

you



JustMe @TVLAND129 · 7h

@EastMainMedia piece of shot company. Brodeur is a liar, heat and incompetent. He will be brought Right down to his knees. #fraud #lawsuit

TAPintoTV @TAPintoTV

@Acura VP & GM Jon Ikeda spoke to @TAPintoTV about the company's Protoype and GTD racing cars competing at the @Rolex24Hours at @DISupdates race this weekend. #Rolex24 #IMSA @imsa @NYAutoShow #daytona @jpmontoya Watch more videos and sign-up for enews: ow.ly/qBBO30nsSe3



All

Mentions



JustMe @TVLAND129 · 7h

Hey Steve, just a heads up to get away from this fraud as soon as possible. We are filing a major law suit against this clown that will bankrupt his business and put him out of his house!:) he's fucked with the wrong guy this time. @EastMainMedia

Steve Adubato, PhD @Ste...
Tune in to #1on1 Sunday at 11am on @njtv as I go on-location for part 2 of our special from the 2018 @NJEA Convention! I'll be sitting down w/ @SeanMSpiller + Ed Richardson of #NJEA, NJ Teacher of the Year Jennifer Skomial @njstoy2019 + Global Conversation Cata Dave Ellis.



EAST MAIN MEDIA +

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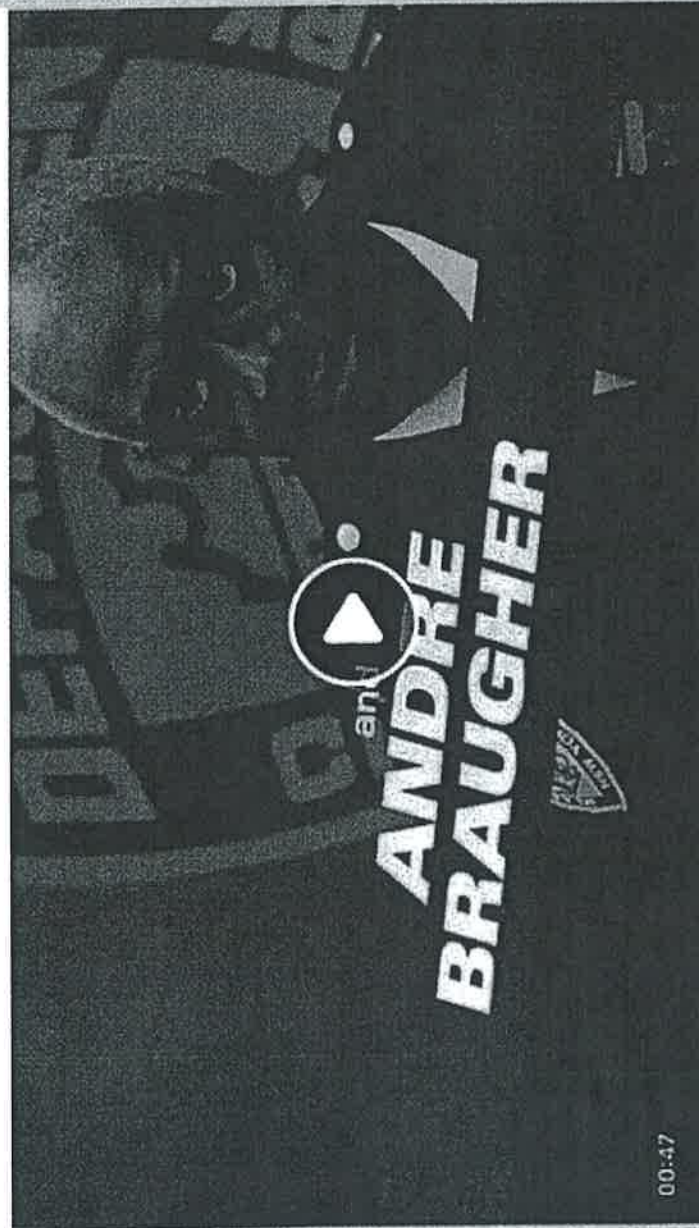
Write a comment...

Mark Haeffel A complete bullshit company. Brodner has fucked his last client. Erased my intellectual property and script notes for a 2 hour documentary! Should have known that this pretend production company could not handle anything as high end as a "real" documentary! Amateurs at best. cheats and incompetents at worst.

Like · Reply · Message · 2h

 2 hrs · 

This is a complete bullshit company. They cant do anything except local community travelogues and three camera PBS shoots that my 14 year can edit. Many former clients have been screwed by Brodeur the phony. (He is a con man), But I will be the last Promise!#pieceofshit



400 Views

East Main Media

ACIEM, LLC D/B/A EAST MAIN MEDIA
and BRIAN BRODEUR

Plaintiffs,

v.

4C4 MEDIA, LLC; MARK HAEFELI;
ROBERT S. GREGORY; CHRISTOPHER J.
McHATTIE; JOHN DOES 1-10, and ABC.
CORPS.
1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY: CHANCERY DIVISION

GENERAL EQUITY PART

DOCKET NO.: ESX-C-

Civil Action

**PLAINTIFFS' MEMORANDUM OF LAW
IN SUPPORT OF THEIR APPLICATION FOR AN ORDER TO SHOW CAUSE SEEKING
TEMPORARY RESTRAINTS AND PRELIMINARY INJUNCTIVE RELIEF**

CURCIO MIRZAIAN SIROT LLC

A Limited Liability Company

Benjamin C. Curcio, Esq.

Attorney ID No.: 032121998

5 Becker Farm Road, Suite 406

Roseland, New Jersey 07068

(973) 226-4534

Attorneys for Plaintiffs,

Aciem, LLC d/b/a East Main Media and

Brian Brodeur

Of Counsel and On the Brief,

Benjamin C. Curcio, Esq.

PRELIMINARY STATEMENT

Plaintiffs Aciem, LLC d/b/a East Main Media (“East Main Media”) and Brian Brodeur (“Brodeur”) (collectively “Plaintiffs”) bring this action for emergent injunctive relief seeking to enjoin defendants 4C4 Media, LLC (“4C4”), Mark Haefeli (“Haefeli”), Robert S. Gregory (“Gregory”) and Christopher J. McHattie (“McHattie”) (collectively “Defendants”) from continuing to make defamatory, disparaging and libelous statements concerning Plaintiffs, and to compel Defendants to retract any and all defamatory, disparaging and libelous statements currently existing on social media platforms. The statements posted on Facebook and Twitter by Haefeli, discussed more fully herein and within the Verified Complaint, constitute a breach the Non-Disparagement provision of the Settlement and Mutual General Release Agreement (the “Settlement and Release Agreement”) inasmuch as the statements are derogatory, false, egregious and disparaging. Plaintiffs bring this action to prevent further and future harm and destruction of Brodeur and East Main Media, a multi-media production company, by their former client Haefeli who has publicly cast Brodeur and East Main Media in a false light and directly denigrated and defamed Plaintiffs to their clients, thereby damaging the business and their reputation.

Specifically, Haefeli posted on Twitter and Facebook that Brodeur is a “piece of shit” a “scumbag” a “con man liar and phony,” referred to East Main Media as “a piece of shot [sic] company” and made direct Twitter posts (“Tweets”) to Plaintiffs’ largest client, Steve Adubato of New Jersey Television and PBS, further disparaging Plaintiffs. See Compl. Ex. C. Moreover, Haefeli’s latest tweet not only seeks to defame, but openly threatens Plaintiffs:

Brodeur is phony and these podcasts are bullshit. No one listens or cares. He is a talentless piece of shit that fucked with the wrong guy.
#fraud **you will regret the day you met me scumbag.**

[Compl. Ex. C, Pg. 1. (emphasis added)]

As a modern multi-media company, Brodeur and East Main Media's reputation across social media platforms serves as the lifeblood of its business. In the social media age that we currently live in, an exemplary reputation that took twenty (20) years to build can be destroyed in a matter of minutes through a simple tweet or Facebook post. As such, Defendants' threatening and baseless profanity, disparaging statements and reproachful comments have damaged Plaintiffs and continue to pose a substantial threat of irreparable harm to Plaintiffs' business reputation and livelihood.

In consideration of the immediate and irreparable harm that has occurred and continues to occur, Plaintiffs respectfully request that this Court issue temporary restraints and a preliminary injunction against Defendants.

STATEMENT OF FACTS

This brief is submitted on behalf of Plaintiffs in support of their application for temporary restraints and a preliminary injunction against Defendants. Plaintiffs hereby incorporate by reference all statements set forth within the Verified Complaint, as though fully set forth herein.

On September 7, 2018, East Main Media and 4C4 entered into a contract wherein East Main Media would provide post-production audio and video services to 4C4 for a film being made by 4C4 about Power Station recording studio (the "Letter Agreement"). Throughout the dealings between East Main Media and 4C4, Haefeli proved to be a difficult client, often behaving unprofessionally. A dispute arose between East Main Media and 4C4 that was later settled by the Settlement and Release Agreement executed on January 18, 2019. The Settlement and Release Agreement released 4C4 from its remaining payment obligation of five thousand dollars (\$5,000.00) (constituting 1/3 of the total payments contemplated under the engagement letter), and

its obligation to deliver twelve and one half (12.5) percentage points on the net proceeds of the film to Plaintiffs.

In anticipation of potential disparaging statements from Defendants, and specifically Haefeli, Plaintiffs insisted on the inclusion of a non-disparagement clause as a critical component of the Settlement and Release Agreement. Accordingly, Paragraph 5 of the executed Settlement and Release Agreement provided:

Each Party agrees not to, directly or indirectly (on their own behalf or on behalf of any other person, firm, company, corporation, or business entity), publicly or privately disparage and/or demean whatsoever, whether commercially or otherwise, the other Party or any of its stockholders, directors, officers, employees, principals and/or agents, whether current or past.

[Compl. Ex. B.]

Less than a month after execution of the Settlement and Release Agreement, Haefeli began posting disparaging and defamatory comments about Plaintiffs in plain breach of the agreement. Whatever Haefeli's rationale for his intentional and damaging conduct is of no moment, because at all times Plaintiffs have complied with the terms of the Settlement and Release Agreement. Moreover, setting aside the Settlement and Release Agreement, the false and injurious statements constitute defamation per se. This claim, plead at Count Three of the Verified Complaint, is an independent cause of action in which Plaintiffs have a reasonable probability of success on the merits at time of trial.

Despite Plaintiffs' delivery of all of the "assets" of the film in their possession and control, Defendants have demanded additional access to data on software platforms, which either have been provided, or fall outside of Plaintiffs' obligations under the Agreement. Plaintiffs' attorneys have diligently worked with Defendants' counsel to resolve this matter and identify what media the Plaintiffs must produce to Defendants. However, despite these efforts, it appears that Defendants'

dissatisfaction with Plaintiffs' delivery of the film resides exclusively in their own inability to operate the software and their lack of media management skills, not within the deficiency of the deliverables itself. Any and all video files and assets that resided in the operative software were delivered to Defendants in its original form and additionally copied to the provided hard drive for use within the editing process. No content was deleted, omitted or otherwise tampered with prior to delivery by Plaintiffs. Any of Defendants' outstanding demands seeking to require Plaintiffs to assist with film file management not only falls outside the terms of the Settlement and Release Agreement, but perhaps more importantly, flies in the face of the purpose behind the Settlement and Release Agreement, which was to separate the parties from further contact. Haefeli's direct threats aimed at Plaintiffs certainly foreclose any "good will" that may have previously been available to Defendants.

Haefeli and 4C4 took to social media violently against Plaintiffs, displaying the same character that drove East Main Media to leave 1/3rd of its fee and substantial royalty rights on the table – all in the name of ending their relationship with Haefeli and Defendants. Defendants must be restrained from further defamation and disparaging conduct.

LEGAL ARGUMENT

POINT I

PLAINTIFFS ARE ENTITLED TO TEMPORARY RESTRAINTS AND A PRELIMINARY INJUNCTION COMPELLING THE RETRACTION OF PAST DISPARAGING AND DEFAMATORY CONDUCT CONSTITUTING LIBEL, ENJOINING FUTURE ACTS CONSTITUTING LIBEL AND SEEKING ENFORCEMENT OF THE NON-DISPARAGEMENT CLAUSE OF THE SETTLEMENT AND RELEASE AGREEMENT.

Preliminary injunctive relief is an equitable remedy granted to prevent some form of threatening or irreparable harm that must be averted until the aggrieved party is afforded a full investigation of the case. Crowe v. De Gioia, 90 N.J. 126, 134 (1982). Primarily, it is a remedy that

is intended to protect a party against future acts or conduct that is offensive to equity or good conscience. Devine v. Devine, 20 N.J. Super. 522 (Ch. Div. 1952). Where a litigant can demonstrate a hardship and that they would suffer irreparable injury without judicial intervention, injunctive relief must be awarded. Tracey v. Tracey, 140 N.J. Eq. 496 (1947); Morrison v. Morrison, 93 N.J. Super. 96 (Ch. Div. 1986).

The legal principles that govern the granting of temporary restraints and preliminary injunctive relief are well established in New Jersey. See Crowe, 90 N.J. at 132; Subcarrier Comm'ns v. Day, 299 N.J. Super. 634, 638 (App. Div. 1997); Paternoster v. Shuster, 296 N.J. Super. 544, 555-56 (App. Div. 1997); Zoning Bd. Of Adjustment v. Serv. Elec. Cable T.V., 198 N.J. Super. 370 (App. Div. 1985); Poff v. Caro, 228 N.J. Super. 370 (Law. Div. 1988); Zanin v. Iacono, 198 N.J. Super. 490 (Law Div. 1984); St. John's Evangelical Lutheran Church v. Hoboken, 195 N.J. Super. 414 (Law Div. 1983).

In Crowe, the Supreme Court set out criteria to consider in evaluating an application for temporary or preliminary injunctive relief:

- (1) whether the Plaintiff is threatened with irreparable harm if the injunction is denied;
- (2) whether or not the legal right underlying the Plaintiff's claim is settled;
- (3) whether the Plaintiff has made a preliminary showing of a reasonable probability of success on the merits; and
- (4) whether granting the preliminary relief will harm the defendant more than plaintiff would be harmed if the relief were denied -- *i.e.*, balancing the relative hardships to the parties in granting or denying relief.

[Crowe, 90 N.J. at 132-134.]

Although the standards within Crowe are well-established, a Court may adopt a less stringent view in its consideration of these factors when the interlocutory injunction sought is

designed to only preserve the status quo. See Sherman v. Sherman, 330 N.J. Super. 638, 643 n.4 (Ch. Div. 1999). Indeed, in Waste Management of New Jersey, Inc. v. Morris County Municipal Utilities Authority, the Appellate Division held that the “power to impose restraints pending the disposition of a claim on its merits is flexible; it should be exercised ‘whenever necessary to subserve the ends of justice,’ and ‘justice is not served if the subject-matter of the litigation is destroyed or substantially impaired during the pendency of the suit.’” 433 N.J. Super. 445, 453 (App. Div. 2013) (quoting Christiansen v. Local 680 of Milk Drivers, 127 N.J. Eq. 215, 219-20 (E&A 1940)). Specifically, the Court in Waste Management noted that:

This less rigid approach...permits injunctive relief preserving the status quo even if the claim appears doubtful when a balancing of the relative hardships substantially favors the movant, or the irreparable injury to be suffered by the movant in the absence of the injunction would be imminent and grave, or the subject matter of the suit would be impaired or destroyed.”

[Id. at 454.]

Here, without immediate injunctive relief, Defendants will continue to seriously harm the Plaintiffs’ business reputation and threaten future sales and prospective business and may, in point of fact, cause Plaintiffs’ to actually go out of business. As such, the Court’s immediate intervention is necessary to halt the damages Plaintiffs have already suffered and to thwart the imminent harm to Plaintiffs’ business. Therefore, Defendants’ outrageous conduct must be stopped, and the Court must maintain the status quo established by the Settlement and Release Agreement.

A. Plaintiffs Face A Threat of Immediate Irreparable Harm.

Courts have the power to enter a preliminary injunction if it is “necessary to prevent substantial, immediate and irreparable harm.” Subcarrier Comme’ns v. Day, 299 N.J. Super. at 638. “Irreparable harm” is generally defined in equity as the type of harm “that cannot be redressed adequately by monetary damages.” Crowe, 90 N.J. at 132-34. The inadequacy of money damages

is contingent upon the “nature of the injury or the right affected.” *Id.* at 133. “Irreparable harm” is established by proof of a substantial injury to a material degree, which cannot be adequately addressed by monetary damages. Crowe, 90 N.J. at 132-33; Bd. Of Educ. Of Union Beach v. N.J. Educ. Ass’n., 96 N.J. Super. 371, 391 (Ch. Div. 1967), *aff’d*, 53 N.J. 29 (1968). The requirement of irreparable harm has been defined as follows:

An injury is irreparable when it cannot be adequately compensated in damages or when there exists no certain pecuniary standard for the measurement of the damage. Inadequacy of damages as a compensation may be due to the nature of the right or property injured.

[Scherman v. Stern, 93 N.J. Eq. 626, 631 (E. & A. 1922).]

An injunction usually issues “to prevent an anticipated or threatened injury, either to protect against a repetition of unlawful conduct or to guard against reasonable apprehended miscount or infringement of a legal right.” Sheahan v. Upper Greenwood Lake Prop. Owners Ass’n., 36 N.J. Super. 133, 136 (App. Div. 1955) (*quoting* Hoffman-LaRoche, Inc. v. Weissbard, 11 N.J. 541, 555 (1953)). Moreover, “[w]here the result of denying injunctive relief would be the destruction of an ongoing business, such a result generally constitutes irreparable injury.” Canterbury Career Sch., Inc. v. Riley, 833 F. Supp. 1097, 1105 (D.N.J. 1993); *see* Hollander & Sons, Inc. v. Imperial Fur Blending Corp., 2 N.J. 235, 249 (1949). J.I. Kislak v. Artof, 13 N.J. Misc. 129, 132 (Ch. Div. 1934) (holding that an impairment to a business is not calculable or readily ascertainable). Furthermore, courts have held that “the loss of business and good will, and the threatened loss of the enterprise itself constitutes irreparable injury to Plaintiff sufficient to justify the issuance of a preliminary injunction.” Carlo v. Gerlardi Corp. v. Miller Brewing Co., 421 F. Supp. 233, 236 (D.N.J. 1976); Atlantic City Coin & Slot Serv. Co., Inc. v. IGT, 14 F. Supp. 2d 644, 667 (D.N.J. 1998).

Here, injunctive relief is necessary to prevent Defendants from continuing to post and make vulgar, obscene, threatening and disparaging comments on social media platforms, with said comments clearly being made in an attempt to intentionally damage Plaintiffs' business and their reputation. The damage happens immediately upon posting, and once posted, the damage is not only far reaching in audience, but nearly impossible to "take back." In addition, Defendants libelous posts breach the Settlement and Release Agreement and the underlying nature of same. Absent this Court's immediate intervention, Defendants will be permitted to continue its unlawful disparagement of Plaintiffs' business and reputation, as it is clear that inclusion of the Non-Disparagement provision in the Settlement and Release Agreement has not been enough. As such, the consequences of Defendants' actions are permanent. Therefore, the requested injunctive relief is necessary to prevent immediate and irreparable harm.

B. Plaintiffs' Claims Are Well-Settled.

The claims of Plaintiffs are centered around (1) Defendants' unlawful breach of the Non-Disparagement provision within the Settlement and Release Agreement and (2) the independent cause of action at Count Three of the Verified Complaint for Defamation per se. It is well settled law that the equitable remedy of specific performance is available where (1) the contract in question is valid and enforceable at law; (2) the terms of the contract are expressed in such a fashion the court can determine, with reasonable certainty, the duties of each party and the condition under which performance is due; and (3) and that an order compelling performance of the contract will not be hard or oppressive. Marioni v. 94 Broadway, Inc. 374 N.J. Super. (App. Div. 2005).

First, it is undisputed the Settlement and Release Agreement executed between the parties herein is valid and enforceable at law. There has been no challenge to the enforceability or validity of the Agreement by our parties herein.

Second, the Non-Disparagement provision of the Settlement and Release Agreement is unambiguous and a plain reading of the provision allows the court to make a determination regarding the duties of both parties with reasonable certainty. Again, there can be no argument presented by Defendants to the contrary, and no reading of the Settlement and Release Agreement can be said to permit Defendants to make statements like the following Haefeli tweets: “you thief and incompetent,” “Complete frauds these pretenders,” “Just a bullshit company of incompetence. Brodeur is a talentless thief,” and “Piece of shit company. He’s also a con man, liar and phony.” Certainly, no reading of the Settlement and Release Agreement would allow blatant and overt threats, such as those posted on social media by Haefeli, including, but not limited to: “He is talentless piece of shit that fucked with the wrong guy. #fraud you will regret the day you me scumbag,” and “Brian, I am the wrong guy to cross.” See Ex. C to Verified Complaint. These are not the statements of a professional, but rather statements meant to harm and frighten Plaintiffs.

Further, enjoining Defendants from posting or making libelous comments on social media and compelling retraction of same in accordance with the Settlement and Release Agreement cannot be construed as oppressive. Enjoining Defendants from endeavoring to further harm Plaintiffs’ business reputation is not oppressive in any way, as it simply compels Defendants to behave in a professional manner consistent with applicable law, societal norms and in accordance with the Settlement and Release Agreement. Retracting those statements already existing in the social media universe is similarly unoppressive. The seconds it took Defendants to post those profanities and threats are greater than the seconds it will take to delete them from all social medial platforms and issue a statement of retraction and apology.

Finally, for all the same reasons that there is a likelihood of success on the merits on the Breach of Contract claim at Count One of the Verified Complaint, there is a likelihood of success

on the independent claim at Count Three. In an action for slander, or oral defamation, the plaintiff must prove that the defamatory statement caused actual harm to his or her reputation through the production of concrete proof. Ward v. Zelikovsky, 136 N.J. 516 (1994); McLaughlin v. Rosanio, Bailets & Talamo, Inc., 331 N.J. Super. at 308 (App. Div. 2000). The plaintiff must prove special damages in the form of proof of pecuniary or economic harm to his reputation. Ward, supra, 136 N.J. at 540. By contrast, in an action for written defamation, or libel, the plaintiff may prove any form of actual damage to reputation, either pecuniary or non-pecuniary. Biondi v. Nassimos, 300 N.J. Super. 148, 153 (App. Div. 1997). This element of the slander plaintiff's prima facie case is waived if the statement is deemed slander per se, because damage to reputation is presumed to flow from such statements. McLaughlin, supra, 331 N.J. Super. at 308. This means that a slander plaintiff may establish a cause of action not only without proving special damages but without proving any form of actual damage to reputation. Biondi, supra, 300 N.J. Super. at 154.

Four types of slander qualify as slander per se: (1) accusing another of having committed a criminal offense; (2) accusing another of having a loathsome disease; (3) accusing another of engaging in conduct, or having a condition or trait, incompatible with his or her business; and (4) accusing another of having engaged in serious sexual misconduct. McLaughlin, supra, 331 N.J. Super. at 314; Biondi, supra, 300 N.J. Super. at 154. However, the slander per se doctrine has been criticized in recent years, resulting in the courts' refusal to expand any of these four categories or to invoke the doctrine unless it "clearly" applies. McLaughlin, supra, 331 N.J. Super. at 319, Biondi, supra, 300 N.J. Super. at 154-57. Here, slander per se has been proven on the face of the Verified Complaint. Defendants set out to destroy Plaintiffs' business reputation by accusing them of conduct incompatible with their business as set forth more fully in the Verified Complaint. Accordingly, not only is there a likelihood of success on the merits of the Breach of Contract claim

Accordingly, not only is there a likelihood of success on the merits of the Breach of Contract claim at Count One of the Verified Complaint, there is also a likelihood of success on the merits for Count Three of the Verified Complaint for defamation, resulting from the outrageous conduct complained of herein.

Thus, it is without question that as a matter of law, Plaintiffs' underlying claims rest on well settled law.

C. Plaintiffs Have Demonstrated a Reasonable Probability of Success on the Merits.

A party seeking temporary injunctive relief need not show certainty of success. Citizens Coach Co. v. Camden Horse R.R. Co., 29 N.J. Eq. 299, 305-06 (E. & A. 1878). Rather, a plaintiff must demonstrate that there is a reasonable probability of eventual success on the merits of its claim. Zoning Bd. Of Adjustment v. Serv. Elec. Cable T.V., 198 N.J. Super. at 378-79. Here, as argued above, the record undoubtedly shows that Defendants breached the Non-Disparagement clause of the Settlement and Release Agreement by posting disparaging, false, egregious and pernicious claims on social media. As such, there can be no doubt about Plaintiffs' probability of success on the merits.

D. The Balance of Equities Favor the Grant of Injunctive Relief.

The final test in considering the granting of an injunction is the relative hardship to the parties in granting or denying the relief. See Crowe, 90 N.J. 126. The Court must balance the equities involved to determine whether the possible harm to defendant resulting from the issuance of an injunction is outweighed by the harm threatening plaintiff should the injunction not be issued. See Zon. Bd. Of Adj. Of Sparta Twp., 198 N.J. Super. at 370. If the hardship to the plaintiff where an injunction is not issued, greatly outweighs the hardship to the defendant where the injunction is issued, the court should grant the plaintiff's requested relief. See id. at 205. This is the case here.

If the requested relief is granted, Defendants would be required to do that which they are already contractually, professional, and legally obligated to do. On the other hand, without injunctive relief, Defendants will continue to irreparably harm Plaintiffs' business, reputation and livelihood. In fact, Defendants have already done so as discussed herein. There simply cannot be any doubt that the balance of the relative hardships weighs heavily in favor of Plaintiffs and the granting of injunctive relief. Without injunctive relief Plaintiffs will obtain only a pyrrhic victory when they undoubtedly, but eventually, prevail on its claim against Defendants.

CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant the requested temporary restraints and preliminary injunctive relief pending final determination of this case.

CURCIO MIRZAIAN SIROT LLC
A Limited Liability Company
Attorneys for Plaintiffs,
Aciem, LLC d/b/a East Main Media
and Brian Brodeur

Dated: February 22, 2018

By: _____


Benjamin C. Curcio

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ACIEM, LLC D/B/A EAST MAIN MEDIA
and BRIAN BRODEUR,

Plaintiffs,

v.

4C4 MEDIA, LLC; MARK HAEFELI;
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McHATTIE; JOHN DOES 1-10, and ABC.
CORPS.
1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY: CHANCERY DIVISION

GENERAL EQUITY PART

DOCKET NO.: ESX-C-

Civil Action

**ORDER TO SHOW CAUSE
WITH TEMPORARY RESTRAINTS**

THIS MATTER having been opened to the Court by Curcio Mirzaian Sirot LLC, attorneys for plaintiffs Aciem, LLC d/b/a East Main Media (“East Main Media”) and Brian Brodeur (“Brodeur”) (collectively “Plaintiffs”) by way of application for an Order to Show Cause seeking temporary restraints, pursuant to Rule 4:52 and a preliminary injunction; and it

appearing that defendants have been provided notice of this application; and the Court having considered the Verified Complaint, including all exhibits, and the Memorandum of Law submitted in support of Plaintiffs' application; and good cause appearing:

IT IS ON THIS _____ DAY OF FEBRUARY 2019, ORDERED as follows:

1. Defendants shall appear before this Court on _____, 2019, at _____ or as soon thereafter as counsel may be heard, before the Honorable _____, J.S.C. and show cause why this Court should not enter an Order as follows:

A. Compelling Defendants to maintain the status quo and immediately retract any and all false and disparaging statements made about or concerning Plaintiffs on all social media platforms;

B. Restraining Defendants from posting future false, libelous or disparaging statements or comments of any kind or nature as against Plaintiffs;

C. Restraining Defendants from directly tweeting, retweeting or otherwise interacting with Plaintiffs' handle @EastMainMedia on Twitter or any other social media platform;

D. Restraining Defendants from contacting any of Plaintiffs' clients, either directly or indirectly, on any social media platform and making any false, libelous or disparaging statements or comments of any kind or nature regarding Plaintiffs;

E. Compelling Defendants to issue a retraction and apology on Haefeli's social media accounts for the disparaging comments and statements made about Plaintiffs;

F. Restraining and enjoining Defendants from taking any further action to destroy Plaintiffs' business and their reputation; and

G. Granting any other relief that this Court deems just and equitable; and it is further

ORDERED as follows:

2. Pending the hearing of Plaintiffs' application for a preliminary injunction, the following temporary restraints, maintaining the status quo, are hereby entered:

A. Defendants are hereby compelled to maintain the status quo by immediately deleting all comments or statements referencing Plaintiffs on all social media platforms;

B. Defendants are hereby restrained from posting any false, libelous or disparaging statements or comments of any kind or nature relating to Plaintiffs on any social media platform or otherwise;

C. Defendants are hereby restrained and enjoined from directly tweeting, retweeting or otherwise interacting with Plaintiffs' handle @EastMainMedia on Twitter or any other social media platform;

D. Defendants are hereby restrained and enjoined from contacting any of Plaintiffs' clients, either directly or indirectly, on any social media platform and making any false, libelous or disparaging statements or comments of any kind or nature;

E. Defendants are hereby compelled to issue a retraction and apology on Haefeli's social media accounts for the disparaging comments and statements made about Plaintiffs;

F. Defendants are hereby compelled and restrained from destroying Plaintiffs' business and their reputation; and

G. Any other relief that this Court deems just and equitable; and it is further

ORDERED as follows:

3. That these temporary restraints shall continue in force and effect until otherwise ordered by the Court; and it is further

ORDERED as follows:

4. That Defendants may move before this Court for the dissolution or modification of any restraints against them contained in this Order to Show Cause, upon two (2) days' notice to Plaintiffs; and it is further

ORDERED as follows:

5. Plaintiffs are granted leave to commence discovery immediately in aid of the preliminary injunction proceedings before this Court, including, but not limited to, serving a request for Documents, Interrogatories and the taking of depositions of witnesses with knowledge of the facts involved herein. Any such document request, interrogatories or deposition shall be on five (5) days' notice; and it is further

ORDERED as follows:

6. That a true but uncertified copy of this Order, together with any and all supporting papers, shall be served upon Defendants or their counsel either (1) by personal service or by overnight mail or by certified mail and regular mail; or (2) as otherwise permitted by the Rules of Court within _____ days of the date hereof by counsel for Plaintiffs, or its designee; and it is further

ORDERED as follows:

7. That this Order to Show Cause shall constitute original process in lieu of Summons and notice to all parties interested herein, that Plaintiffs filed this lawsuit in the Superior Court of New Jersey, Chancery Division, Essex County and that no Summons shall

issue, and that if the parties interested herein dispute the allegations in the Verified Complaint or desire to be heard in this action they are required, either personally or through an attorney, to file with this Court and serve upon counsel for Plaintiffs a written Answer or other responsive pleading thereto; and it is further

ORDERED as follows:

8. That within ____ days of the date upon which this Order and supporting papers are served upon Defendants, Defendants shall file an answer with this Court and shall serve copies on counsel for Plaintiffs. Defendants are hereby notified that if they fail to file and serve an Answer in a timely manner, judgment by default may be rendered against them for the relief demanded in the Verified Complaint; and it is further

ORDERED as follows:

9. That the Answer or other responsive pleading shall be filed with the Clerk of the Court, Chancery Division, Essex County, 212 Washington Street, Newark, New Jersey, 07102, together with the filing fee payable to the Treasurer, State of New Jersey. Opposition to the order to show cause is not an Answer and you must file both; and it is further

ORDERED as follows:

10. If Defendants fail to respond to the within action in writing as herein described the matter may on that date proceed as to that interested person as if the action were unopposed; and it is further

ORDERED as follows:

11. That if a party interested herein cannot afford an attorney, then that party may call the Legal Services office in the county in which that party lives to determine if he or she qualifies for free legal assistance; and if that party does not have an attorney and are not eligible

for free legal assistance, that party may obtain a referral to an attorney by calling the Local Referral Services that are located in each county; and it is further

ORDERED as follows:

12. That if Defendants intend to file opposition papers, they shall serve copies of such answering affidavits and briefs upon Benjamin C. Curcio, Esq., Curcio Mirzaian Sirot LLC, at 5 Becker Farm Road, Suite 406, Roseland, New Jersey 07068, counsel for Plaintiffs, and file the same with the Court on or before _____; and that in default thereof, this matter may proceed ex parte; and it is further

ORDERED as follows:

13. That if counsel for Plaintiffs intends to file reply papers, that same shall be served upon Defendants or their counsel and filed with the Court on or before _____.

This Order is entered to maintain the status quo and is without prejudice to the merits, claims or defenses that have been or may be asserted in this litigation.

J.S.C.