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IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

ASHLIN HADDEN,)	
)	
Plaintiff,)	
)	
vs.)	CAUSE NO. 1:18-cv-99
)	
VOLDICO, LLC,)	
)	
Defendant.)	

COMPLAINT FOR DAMAGES

Plaintiff, Ashlin Hadden, for her Complaint against Defendant, Voldico, LLC, states the following:

I. Parties

1. Plaintiff is a resident of Noblesville, Indiana.
2. Defendant is a limited liability company with an office in Osgood, Indiana.

II. Jurisdiction and Venue

3. This court has jurisdiction to hear this claim pursuant to 28 U.S.C. §1331, in that the claims arise under the laws of the United States. Specifically, Plaintiff brings this action to enforce her rights pursuant to 17 U.S.C. §501.
4. This court has jurisdiction to hear these state claims pursuant to the court's supplemental jurisdiction under 28 U.S.C. §1367.
5. Venue in the Southern District of Indiana, Indianapolis Division, is appropriate by virtue Defendant doing business in this District.

III. Factual Allegations

6. Plaintiff and Defendant entered into a contractual relationship on or about August 2016.

7. Attached hereto as Exhibit A is a true and accurate copy of a signed copy of the Agency Agreement entered into by Plaintiff and Defendant.

8. The purpose of the Agency Agreement is spelled out in the very first paragraph – “... to split insurance commissions generated from certain customers controlled by [Plaintiff] ...” *See* (Exhibit A p. 1).

9. Plaintiff acting as an insurance agent would grow and service her book of business. *See* (Exhibit A p. 2 §(a)).

10. Defendant is an insurance broker through whom Plaintiff could sell a variety of insurance products offered by many different insurance carriers.

IV. Cause of Actions

Count I Breach of Contract

11. Plaintiff incorporates paragraphs 1 through 10 by reference herein.

12. Defendant agreed to pay Plaintiff commissions. *See* (Exhibit A p. 2 §1(c)).

13. The commissions Defendant agreed to pay Plaintiff were set forth in Schedule B of the Agency Agreement.

14. Initially, Defendant agreed to pay 70% of net commissions received by Defendant to Plaintiff. *See* (Exhibit A p. 10 Schedule B).

15. Defendant agreed to pay Plaintiff these commissions “... monthly in arrears.” *See* (Exhibit A p. 10 Schedule B).

16. Plaintiff sold insurance products through Defendant starting in August 2016 through December 22, 2017 for which Defendant has failed to pay any commissions per Schedule B of the Agency Agreement.

17. Defendant's failure to pay commissions due and owing to Plaintiff during her relationship is a material breach of the Agency Agreement.

18. Defendant failed to pay monthly the commissions earned by Plaintiff.

19. Defendant's failure to timely pay commissions due and owing to Plaintiff during her relationship is a material breach of the Agency Agreement.

20. Plaintiff sold Suspension Policies through Defendant in 2017.

21. Defendant has failed to pay Plaintiff her agreed upon commissions for the majority of the Suspension Policies sold.

22. Defendant's failure to pay commissions due and owing for Suspension Policies sold by Plaintiff during her relationship is a material breach of the Agency Agreement.

23. Plaintiff earned a bonus from The Hartford Insurance Group ("Hartford") for insurance sales made in early 2017.

24. Hartford paid this bonus to Defendant on April 24, 2017.

25. Defendant had no claim to any portion of this bonus paid by Hartford.

26. Defendant was required to pay this bonus to Plaintiff shortly thereafter.

27. Defendant failed to pay these bonus monies to Plaintiff until September 14, 2017.

28. Defendant materially breached the Agency Agreement by wrongfully holding on to the bonus monies that belonged to Plaintiff.

29. Plaintiff created a Facebook page for her Agency called the Ashlin Hadden Insurance.

30. On or about May 30, 2017, Defendant through its agent changed the password to the Facebook page and locked Plaintiff out of the Facebook page.

31. Defendant materially breached the Agency Agreement by converting the Facebook page of Plaintiff.

32. Plaintiff has been damaged by Defendant's breaches of the Agency Agreement.

WHEREFORE, Plaintiff prays that the Court:

A. Enter an order awarding all actual damages of Plaintiff with interest under Indiana law.

B. Enter an order awarding all special, exemplary and punitive damages permitted.

C. Enter an order awarding all equitable relief necessary to make Plaintiff whole.

D. Enter an order awarding Plaintiff all reasonable attorney fees and expenses incurred.

E. Enter an award for such other relief as may be just and appropriate.

Respectfully submitted,

BARKER HANCOCK & COHRON

/s/Ronald E. Weldy
Ronald E. Weldy, #22571-49

Count II
Copyright Infringement 17 U.S.C. §501 *et. seq.*

33. Plaintiff incorporates paragraphs 1 through 32 by reference herein.

34. On or about May 10, 2017, Plaintiff created a website for her agency.

35. The content of the website was authored by Plaintiff.

36. The content of the website were advertising materials intended to persuade potential insurance customer reading the content to contact Plaintiff for insurance.

37. On or about June 24, 2017, Defendant created a website seeking the same type of insurance customers as Plaintiff.

38. The advertising language used in Defendant's website was identical, or nearly identical, as the language used in Plaintiff's website.

39. Defendant's website plagiarizes Plaintiff's advertising language.

40. Plaintiff has been damaged by Defendant's copyright infringement.

WHEREFORE, Plaintiff prays that the Court:

- A. Enter an order awarding all actual damages of Plaintiff with interest as permitted.
- B. Enter an order directing the language on Defendant's website found to be in violation of Plaintiff's copyright to be removed from the website.
- C. Enter an order awarding all special, exemplary and punitive damages permitted.
- D. Enter an order awarding all equitable relief necessary to make Plaintiff whole.
- E. Enter an order awarding Plaintiff all reasonable attorney fees and expenses incurred.
- F. Enter an award for such other relief as may be just and appropriate.

Respectfully submitted,

BARKER HANCOCK & COHRON

/s/Ronald E. Weldy
Ronald E. Weldy, #22571-49

**Count III
Defamation**

41. Plaintiff incorporates paragraphs 1 through 40 by reference herein.

42. On or about December 22, 2017, Defendant sent an e-mail to certain insurance carriers claiming that the policies of Plaintiff had been deemed abandoned.

43. On or about December 22, 2017, Defendant sent an e-mail to certain insurance carriers claiming that Defendant had exclusive right to service, renew, sell, transfer or assign the policies of Plaintiff.

44. These written statements sent out by Defendant are false.

45. Defendant has admitted via an attorney on January 8, 2018 that Plaintiff owns her book of business, not Defendant.

46. Upon information and belief, between December 22, 2017 and January 8, 2018, Defendant informed certain insurance carriers orally that Plaintiff had a two-year non-compete.

47. These oral statements communicated by Defendant are false.

48. Defendant has admitted via an attorney on January 8, 2018 that Plaintiff does not have a non-compete.

49. Plaintiff has been damaged by these defamatory statements made by Defendant.

WHEREFORE, Plaintiff prays that the Court:

- A. Enter an order awarding all actual damages of Plaintiff with interest as permitted.
- B. Enter an order awarding all special, exemplary and punitive damages permitted.
- C. Enter an order awarding all equitable relief necessary to make Plaintiff whole.
- D. Enter an order awarding Plaintiff all reasonable attorney fees and expenses incurred.
- E. Enter an award for such other relief as may be just and appropriate.

Respectfully submitted,

BARKER HANCOCK & COHRON

/s/Ronald E. Weldy
Ronald E. Weldy, #22571-49

Count IV
Intentional Interference with Potential Economic Relationships

50. Plaintiff incorporates paragraphs 1 through 49 by reference herein.

51. Following Defendant's termination of Plaintiff's Agency Agreement, Plaintiff sought to enter into contracts directly with certain insurance carriers.

52. Defendant intentionally interfered with Plaintiff's ability to enter into contracts with certain insurance carriers by making defamatory statements claiming that Plaintiff no longer owned her book of business and/or Plaintiff had a non-compete.

53. Plaintiff created a Facebook page as a means to connect with current and potential insurance clients.

54. On or about May 30, 2017, Defendant through its agent changed the password to Plaintiff's Facebook page and locked Plaintiff out of the Facebook page.

55. Defendant intentionally interfered with Plaintiff's ability to enter into contracts for insurance policies with the potential clients who visited and interacted with Plaintiff's Facebook page after it was converted by Defendant.

56. Following Defendant's termination of Plaintiff's Agency Agreement, Defendant cut off Plaintiff access to her e-mail address through Defendant.

57. Plaintiff used her e-mail through Defendant to communicate with actual and potential insurance clients.

58. Defendant intentionally interfered with Plaintiff's ability to enter into new contracts with potential clients by cutting off her ability to respond to potential client's e-mail seeking to purchase insurance policies from Plaintiff.

59. Plaintiff has been damaged by these intentional acts of Defendant.

WHEREFORE, Plaintiff prays that the Court:

- A. Enter an order awarding all actual damages of Plaintiff with interest under Indiana law.
- B. Enter an order awarding all special, exemplary and punitive damages permitted.
- C. Enter an order awarding all equitable relief necessary to make Plaintiff whole.
- D. Enter an order awarding Plaintiff all reasonable attorney fees and expenses incurred.
- E. Enter an award for such other relief as may be just and appropriate.

Respectfully submitted,

BARKER HANCOCK & COHRON

/s/Ronald E. Weldy

Ronald E. Weldy, #22571-49

Count V

Intentional Interference with Actual Economic Relationships

- 60. Plaintiff incorporates paragraphs 1 through 59 by reference herein.
- 61. Following Defendant's termination of Plaintiff's Agency Agreement, Defendant cut off Plaintiff access to her e-mail address through Defendant.
- 62. Plaintiff used her e-mail through Defendant to communicate with actual and potential insurance clients.
- 63. Plaintiff has received e-mails from a number of clients since December 22, 2017 accusing her of unprofessional behavior for failure to respond to e-mails in a timely fashion.
- 64. Defendant intentionally interfered with Plaintiff's contracts with actual clients by cutting off her ability to respond to client's e-mails in a timely fashion.
- 65. The conduct of Defendant has injured Plaintiff's professional reputation.

66. Plaintiff has been damaged by these intentional acts of Defendant.

WHEREFORE, Plaintiff prays that the Court:

A. Enter an order awarding all actual damages of Plaintiff with interest under Indiana law.

B. Enter an order awarding all special, exemplary and punitive damages permitted.

C. Enter an order awarding all equitable relief necessary to make Plaintiff whole.

D. Enter an order awarding Plaintiff all reasonable attorney fees and expenses incurred.

E. Enter an award for such other relief as may be just and appropriate.

Respectfully submitted,

BARKER HANCOCK & COHRON

/s/Ronald E. Weldy

Ronald E. Weldy, #22571-49

Count VI

Crime Victim's Relief Act, I.C. §34-24-3 et. seq.

67. Plaintiff incorporates paragraphs 1 through 66 by reference herein.

68. Plaintiff created a Facebook page for her Agency called the Ashlin Hadden Insurance.

69. Plaintiff created the Facebook page as an advertisement tool.

70. Plaintiff created the Facebook page as a means to collect contact information for potential customers.

71. The Facebook page is the property of Plaintiff.

72. The Facebook page is commercially valuable property of Plaintiff.

73. On or about May 30, 2017, Defendant through its agent changed the password to the Facebook page and locked Plaintiff out of the Facebook page.

74. Defendant converted or stole the Facebook page on or about May 30, 2017.

75. Plaintiff repeatedly requested that Defendant provide Plaintiff with access to the Facebook page.

76. Since May 30, 2017, Defendant has denied Plaintiff access to the Facebook page.

77. Defendant is currently claiming that Plaintiff is going to have to pay Defendant money before Defendant will give Plaintiff access to the Facebook page.

78. Having kidnapped the Facebook page, Defendant now intends to seek a ransom for return of Plaintiff's property.

79. Plaintiff has been damaged by these criminal acts of Defendant.

WHEREFORE, Plaintiff prays that the Court:

A. Enter an order awarding all actual damages of Plaintiff with interest under Indiana law.

B. Treble liquidated damages as permitted by the Statute.

C. Enter an order awarding all equitable relief necessary to make Plaintiff whole as permitted by the Statute.

D. Enter an order awarding Plaintiff all reasonable attorney fees and expenses incurred as permitted by the Statute.

E. Enter an award for such other relief as may be just and appropriate.

Respectfully submitted,

BARKER HANCOCK & COHRON

/s/Ronald E. Weldy
Ronald E. Weldy, #22571-49

**Count VII
Replevin**

80. Plaintiff incorporates paragraphs 1 through 79 by reference herein.

81. Plaintiff created a Facebook page for her Agency called the Ashlin Hadden Insurance.

82. Plaintiff created the Facebook page as an advertisement tool.

83. Plaintiff created the Facebook page as a means to collect contact information for potential customers.

84. The Facebook page is the property of Plaintiff.

85. The Facebook page is commercially valuable property of Plaintiff.

86. On or about May 30, 2017, Defendant through its agent changed the password to the Facebook page and locked Plaintiff out of the Facebook page.

87. Plaintiff seeks the return of her property by ordering Defendant to provide access to the Facebook page.

WHEREFORE, Plaintiff prays that the Court:

A. Enter an order awarding Plaintiff the Facebook page.

B. Enter an order directing Defendant to permit Plaintiff to have access to the Facebook page.

C. Enter an order permitting Plaintiff to then change the password so that Defendant and its agents can no longer have access to the Facebook page.

D. Enter an order awarding Plaintiff all reasonable attorney fees and expenses incurred as permitted by the Statute.

E. Enter an award for such other relief as may be just and appropriate.

Respectfully submitted,

BARKER HANCOCK & COHRON

/s/Ronald E. Weldy
Ronald E. Weldy, #22571-49

IV. Jury Demand

88. Plaintiff incorporates paragraphs 1 through 87 by reference herein.

89. Plaintiff demands a trial by jury.

Respectfully submitted,

BARKER HANCOCK & COHRON

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