

FILED
02-08-2019
John Barrett
Clerk of Circuit Court
2019CV001057
Honorable Mary Triggiano-
13
Branch 13

**STATE OF WISCONSIN : CIRCUIT COURT : MILWAUKEE COUNTY
CIVIL DIVISION**

JASON HARTLUND
3988 Windmere Drive
Colgate, WI 53017,

Plaintiff,

Case No.:

v.

MILWAUKEE BUCKS, LLC
c/o James W. Woloszyk, Registered Agent
1543 N. 2nd St., Fl. 6
Milwaukee, WI 53212-3903,

Case Codes: 30106 (Intentional
Tort); 30301 (Money Judgment);
30303 (Other – Contracts)

MATTHEW S. PAZARAS
5400 N. Santa Monica Boulevard
Whitefish Bay, WI 53217,

and

PATRICK J. MCDONOUGH
4765 N. Cumberland Boulevard
Whitefish Bay, WI 53211,

Defendants.

SUMMONS

THE STATE OF WISCONSIN, to each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 45 days of receiving this Summons, you must respond with a written answer, as that term is used in Ch. 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address

Milwaukee County Courthouse, 901 N. Ninth St., Rm 104, Milwaukee, WI 53233, and to the plaintiff's attorneys, whose address is 13845 Bishop's Drive, Suite 300, Brookfield, WI 53005-6617. You may have an attorney help or represent you.

If you do not provide a proper answer within 45 days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated: February 8, 2019

Respectfully submitted,

DEWITT LLP

Electronically signed by Shannon A. Allen

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**Attorneys for the Plaintiff,
Jason Hartlund**

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COMPLAINT

Plaintiff, Jason Hartlund, by his attorneys, DeWitt LLP, for his complaint against the Defendant(s), Milwaukee Bucks, LLC; Matthew S. Pazaras; and Patrick J. McDonough, alleges as follows:

NATURE OF THE ACTION

1. This action arises from the Defendants' failure to appropriately compensate Jason Hartlund, the individual responsible for procuring several corporate sponsorship agreements on behalf of the Milwaukee Bucks, LLC, including the corporate sponsorship

for the naming rights of the now-named Fiserv Forum. Defendants misled Hartlund by representing that Hartlund would be paid his earned commission for procuring the corporate sponsorship agreements, despite Hartlund voluntarily terminating his position with the Milwaukee Bucks, LLC. The Milwaukee Bucks, LLC now refuse to pay Hartlund.

PARTIES

2. Plaintiff Jason Hartlund ("Hartlund") is an adult citizen of the State of Wisconsin residing at 3988 Windmere Drive, Colgate, WI 53017.

3. Defendant Milwaukee Bucks, LLC ("Bucks") is a Wisconsin limited liability company, doing business in the State of Wisconsin. According to the Wisconsin Department of Financial Institutions website, the Bucks principal office is located at 1001 N. 4th Street, Milwaukee, Wisconsin 53203. According to the Bucks' website, the Bucks business office is located at 1543 N. 2nd Street, Floor 6, Milwaukee, Wisconsin 53212. The Bucks' registered agent is James W. Woloszyk, with an office located at 1543 N. 2nd Street, Floor 6, Milwaukee, Wisconsin 53212-3903. At all times material to this Complaint, the Bucks were engaged in the business of sports and entertainment, and owner of the Milwaukee Bucks, a member club of the National Basketball Association ("NBA").

4. Upon information and belief, Defendant Matthew S. Pazaras ("Pazaras") is an adult citizen of the State of Wisconsin residing at 5400 N. Santa Monica Boulevard, Whitefish Bay, Wisconsin 53217. At all times material to this Complaint, Pazaras was the Senior Vice President of Business Development and Strategy for the Bucks, and conducted substantial business from the Bucks' principal office located at 1001 N. 4th Street, Milwaukee, Wisconsin 53203.

5. Upon information and belief, Defendant Patrick J. McDonough ("McDonough") is an adult citizen of the State of Wisconsin residing at 4765 N. Cumberland Boulevard, Whitefish Bay, Wisconsin 53211. At all times material to this Complaint, McDonough was the Chief Financial Officer for the Bucks, and conducted substantial business from the Bucks principal office located at 1001 N. 4th Street, Milwaukee, Wisconsin 53203.

JURISDICTION AND VENUE

6. The Court has personal jurisdiction over the Defendants pursuant to Wisconsin Statutes § 801.05(1), (3) and (5).

7. Pursuant to Wisconsin Statutes § 801.50(2), Milwaukee County is the proper venue for this Complaint because the claims asserted arose in Milwaukee County and the Defendants conduct substantial business in Milwaukee County.

FACTUAL ALLEGATIONS

8. Hartlund has been in the sports revenue and sales industry for more than twenty (20) years. During that time, Hartlund has held various positions with the Green Bay Packers, Milwaukee Brewers ("Brewers") and the Bucks.

9. From November 2005 until on or about September 30, 2015, Hartlund was employed with the Milwaukee Brewers. Specifically, from May 2008 to September 30, 2015, he was the Vice President of Brewers Enterprises and Event Services.

10. While Hartlund was employed with the Milwaukee Brewers, on or about December 2014, he met the Bucks' President, Peter Feigin ("Feigin").

11. Over the course of December 2014 through May 2015, Hartlund and Feigin had several meetings ("Feigin Meetings").

12. During the Feigin Meetings, Feigin discussed with Hartlund the plans to build a new arena and entertainment center in Milwaukee, Wisconsin, where the Bucks would host home games, as well as other sporting and entertainment events.

13. During the Feigin Meetings, Feigin further discussed with Hartlund whether Hartlund was interested in employment with the Bucks, to assist the Bucks in forming strategic partnerships and sponsorships for the new arena and entertainment center.

14. During the Feigin Meetings, Hartlund expressed serious reservations about leaving his position with the Brewers to work for the Bucks because the Bucks did not have funding for the new arena at the time, and it was tenuous whether the Bucks would remain in Milwaukee without a new arena.

15. During the first part of 2015, Hartlund met Pazaras, whom Hartlund understood worked for the Bucks.

16. In or about July 2015, Feigin contacted Hartlund to inform him that the Bucks had obtained funding for the new arena.

17. In or about July 2015, Feigin and Pazaras represented that the Bucks were interested in offering Hartlund a newly-created position with the Bucks: Managing Director, New Arena.

18. Feigin and Hartlund discussed generally what the position of Managing Director, New Arena entailed, but did not discuss any details other than the base salary for the position.

19. Feigin and Hartlund negotiated Hartlund's base salary with the Bucks.

20. Feigin told Hartlund that Pazaras would provide Hartlund with further details regarding what the position of Managing Director, New Arena would entail.

21. Pazaras represented to Hartlund that the Managing Director, New Arena would have the ability to, among other things, procure a corporate sponsor that would put its corporate name on the new arena ("Naming Rights Sponsor").

22. Pazaras represented to Hartlund that the Managing Director, New Arena would have the ability to, among other things, procure other corporate sponsors on behalf of the Bucks, including Founding Partners and, once league-approved, a Patch Sponsor.

23. Pazaras, on behalf of the Bucks, provided Hartlund with a written employment offer.

24. On or about August 5, 2015, Pazaras electronically sent Hartlund: (a) a written offer of employment with the Bucks, electronically signed by Kelly Kauffman ("Kauffman"), Senior Vice President of Human Resources ("offer letter"); (b) a Milwaukee Bucks Corporate Partnerships Sales Compensation Plan: 2015-16 ("2015 Compensation Plan"); (c) a list of 2015-16 active accounts; and (d) a list of prospects for the new arena.

25. On August 8, 2015, Hartlund signed the offer letter, and electronically sent it to Pazaras and Kauffman. Attached hereto and incorporated by reference as **Exhibit A** is a true and correct copy of the signed offer letter.

26. Hartlund began employment with the Bucks on October 1, 2015 as the Managing Director, New Arena.

27. As previously discussed between Feigin and/or Pazaras and Hartlund, Hartlund's duties with the Bucks included developing and procuring strategic partnerships and sponsorships with corporate entities, including negotiating the terms of corporate sponsorship agreements and presenting the terms Feigin.

28. Pazaras was Hartlund's direct supervisor.

29. Hartlund did not manage, nor was he responsible for, any other Bucks' employees.

30. Other than presenting the terms of the corporate sponsorship agreements to Feigin, Hartlund did not participate in any financial decisions on behalf of the Bucks.

31. Pursuant to the offer letter, the Bucks paid Hartlund a salary for his services, and Hartlund could earn commission and/or a bonus for procuring sponsorships.

32. Pursuant to the offer letter, in the event that Hartlund's employment was terminated without cause, the Bucks would provide Hartlund with six (6) months of severance pay in the amount of his base salary.

33. When Hartlund began his employment with the Bucks, the 2015 Compensation Plan provided the conditions upon which Hartlund would earn commission and/or a bonus for procuring sponsorships. Attached hereto and incorporated by reference as **Exhibit B** is a true and correct copy of the 2015 Compensation Plan.

34. Pursuant to the offer letter and the 2015 Compensation Plan, for certain sponsorships Hartlund procured, the Bucks would pay Hartlund a yearly commission, depending upon the nature and length of the sponsorship agreement.

35. Pursuant to the offer letter and the 2015 Compensation Plan, the Bucks paid Hartlund the yearly commission for sponsorships Hartlund procured for the 2015/16 NBA Season and 2016/17 NBA Season.

36. Pursuant to the offer letter and the 2015 Compensation Plan, the Bucks paid Hartlund a bonus for meeting, and exceeding, his sales targets for the 2015/16 NBA Season, 2016/17 NBA Season and the 2017/18 NBA Season.

37. The 2015 Compensation Plan did not set forth the commission structure for procuring a Naming Rights Sponsor, Founding Partners or Patch Sponsor.

38. In 2015, Pazaras represented to Hartlund that a revised compensation plan would be provided, which set forth the commission structure for procuring a Naming Rights Sponsor and Founding Partners.

39. In 2016, Pazaras represented to Hartlund that a revised compensation plan would be provided, which set forth the commission structure for procuring a Patch Sponsor, once the NBA Board of Governors approved patch sponsorships for league teams.

40. On or about September 6, 2017, Pazaras presented Hartlund with a new Milwaukee Bucks Corporate Partnership Incentive Compensation Plan: 2017-2018, dated August 31, 2017 ("2017 Compensation Plan"). Attached hereto and incorporated by reference as **Exhibit C** is a true and correct copy of the 2017 Compensation Plan.

41. The 2017 Compensation Plan was similar to the 2015 Compensation Plan, except that the 2017 Compensation Plan also included a commission structure for procuring the Naming Rights Sponsor, Founding Partners and Patch Sponsor.

42. The 2017 Compensation Plan supersedes and replaces all previous compensation plans.

43. On or about April 2016, the NBA Board of Governors approved patch sponsorships for league teams for the 2017/18 NBA Season.

44. On or about August 2017, Hartlund procured Harley-Davidson as the Bucks' Patch Sponsor. The Harley-Davidson patch sponsorship began during the 2017/18 NBA Season, and was a three (3) year sponsorship.

45. The Bucks paid Hartlund an annual commission for the first year of the Harley-Davidson patch sponsorship.

46. Beginning on October 1, 2015 and continuing through December 31, 2017, Hartlund worked on procuring a Naming Rights Sponsor.

47. In March 2016, Hartlund secured a meeting with the Chief Executive Officer of Fiserv, Jeffrey W. Yabuki, by cold calling the Fiserv corporate office and requesting a meeting to discuss the Naming Rights Sponsor opportunity for Fiserv.

48. Between March 2016 and December 2017, Hartlund had numerous discussions and negotiations with Yabuki and/or Fiserv's agents regarding the Naming Rights Sponsor opportunity for Fiserv.

49. During the discussions between Yabuki and Hartlund, Yabuki commented that he wished the majority owners had contacted him initially about possibly being a minority owner of the Bucks. However, at the time of the discussion, based upon an NBA rule limiting the number of minority owners per team, the Bucks were not in a position to offer Yabuki any ownership interest.

50. In the last two quarters of 2017, upon information and belief, as the new arena was getting closer to completion, the Bucks did not believe that the naming rights sponsorship agreement with Fiserv would be finalized.

51. On or about November 20, 2017, Hartlund met with Fiserv's agent and negotiated the framework for Fiserv to become the Naming Rights Sponsor, which Fiserv's agent then submitted to Fiserv.

52. During 2017, upon information and belief, Feigin and Pazaras attempted to secure Foxconn Technology Group ("Foxconn") as an alternative naming rights sponsor.

53. Upon information and belief, as a condition of Foxconn becoming the naming rights sponsor, Terry Gau, Foxconn Chairman, wanted an ownership interest in the Bucks, which the Bucks could not offer, based upon the NBA's rule limiting the number of minority owners per team.

54. Upon information and belief, Feigin asked the NBA, and the NBA agreed, to waive the minority-limit rule if Feigin was able to secure Foxconn as a naming rights sponsor.

55. Upon learning that the NBA agreed to waive the minority-limit rule for Foxconn, Hartlund asked Feigin if the NBA would also waive the minority-limit rule for Fiserv. Feigin represented that the waiver would also apply to Fiserv.

56. After Feigin represented that the NBA would also waive the minority-limit rule for Fiserv, Hartlund sent Fiserv a letter informing Fiserv that, in addition to previously proposed terms for Fiserv to become the Naming Rights Sponsor, the Bucks would offer Fiserv the opportunity to purchase up to one percent (1%) of Fear the Deer, LLC, the holding company for the Bucks ("Fiserv Ownership Interest").

57. While the Fiserv Ownership Interest was offered to Fiserv, in the event that the Fiserv Board of Directors declined to purchase an ownership interest in the Bucks, Yabuki had an option to purchase the Fiserv Ownership Interest on his own.

58. Upon information and belief, in or about December 2017, the Bucks did not believe that either the Fiserv or Foxconn naming rights sponsorships would be completed, and therefore the Bucks were going to enter into a consulting agreement with an outside company that specializes in sponsorship sales, for the purpose of securing a Naming Rights Sponsor.

59. Hartlund represented to the Bucks that he could, and would, finalize the naming rights sponsorship agreement with Fiserv.

60. Ultimately, the Bucks did not enter into a consulting agreement with the outside company, because Hartlund procured a naming rights sponsorship agreement with Fiserv.

61. On December 31, 2017, Hartlund obtained, through his efforts, a term sheet from Fiserv's agent, detailing the terms of Fiserv becoming the potential Naming Rights Sponsor. The Fiserv term sheet was substantially similar to the terms Hartlund and Fiserv's agent negotiated on November 20, 2017.

62. On or about January 2, 2018, Hartlund contacted Feigin to inform him of the Fiserv term sheet.

63. A few days after January 2, 2018, the Bucks verbally agreed to the Fiserv term sheet.

64. Upon information and belief, despite the Bucks and Fiserv agreeing to the terms of the naming rights sponsorship on or about January 2, 2018, the process of finalizing a written naming rights sponsorship agreement took several months.

65. The Bucks publicly announced Fiserv as the Naming Rights Sponsor on July 26, 2018.

66. During Hartlund's employment with the Bucks, Hartlund also procured Froedtert and the Medical College of Wisconsin as a Founding Partner, and further corporate sponsorships for the Bucks, including but not limited to, Sargento Cheese, and West Bend Mutual Insurance, and Harley-Davidson as the Patch Sponsor ("Additional Sponsorships").

67. On or about February 2018, Hartlund met with Rick Schlesinger ("Schlesinger"), Chief Operating Officer for the Milwaukee Brewers, and Hartlund was made aware of a restructuring which resulted in a new opening within the Brewers organization of Chief Revenue Officer.

68. Sometime shortly after the meeting between Hartlund and Schlesinger, Hartlund was contacted by an employment search firm retained by the Brewers to vet candidates for the new position.

69. On or about March 2018, Hartlund met with Feigin to discuss the opening with the Milwaukee Brewers and Hartlund's interest in becoming the Chief Revenue Officer for the Milwaukee Brewers.

70. During the March 2018 meeting between Hartlund and Feigin, Hartlund represented to Feigin that successful completion of the Fiserv Naming Rights Sponsor agreement was Hartlund's priority.

71. During the March 2018 meeting between Hartlund and Feigin, Hartlund offered to assist the Bucks in successfully completing the Fiserv Naming Rights Sponsor agreement, including transitioning someone from the Bucks to serve as the primary contact between the Bucks and Yabuki, because until March 2018, Hartlund had been the primary contact between Yabuki and the Bucks.

72. Feigin informed Hartlund that Feigin, personally, would inform Yabuki that Hartlund was leaving the Bucks, and further that Feigin would be the primary contact with Yabuki moving forward, and that Pazaras would work with the Bucks' legal counsel to complete the Fiserv Naming Rights Sponsor agreement.

73. Upon information and belief, Feigin also contacted Schlesinger directly and informed Schlesinger that the Bucks needed to keep Hartlund until a transition of responsibilities could be completed, because Feigin did not want anything to interfere with completing the Fiserv Naming Rights Sponsor agreement.

74. After the March 2018 meeting between Hartlund and Feigin, Hartlund provided Feigin with Yabuki's personal cell phone number, so that Feigin could inform Yabuki of Hartlund's pending departure from the Bucks, and that Feigin would be the Bucks' primary point of contact with Yabuki going forward.

75. Upon information and belief, Feigin contacted Yabuki shortly after the March 2018 meeting between Hartlund and Feigin.

76. After Feigin's phone call with Yabuki, Feigin and Hartlund further discussed Hartlund leaving his position with the Bucks and returning to the Brewers. Feigin informed Hartlund that Pazaras, on the Bucks' behalf, would be responsible for working out any terms of Hartlund's departure from the Bucks.

77. In or about early April 2018, pursuant to Feigin's directive, Hartlund met with Pazaras to work out the terms of Hartlund's departure from the Bucks.

78. After the early April 2018 meeting between Hartlund and Pazaras, Pazaras recommended that he and McDonough meet with Hartlund to discuss Hartlund's compensation, including any commission payments.

79. After the early April 2018 meeting between Hartlund and Pazaras, Hartlund met with Pazaras and McDonough, both separately and together, on approximately three (3) total occasions, to further discuss Hartlund leaving his position with the Bucks and returning to the Brewers, and Hartlund's compensation. These discussions included:

a. Hartlund questioning Pazaras and McDonough about whether Hartlund leaving his position with the Bucks would have an effect upon the Bucks paying Hartlund the commission for the Fiserv Naming Rights Sponsorship or the Additional Sponsorships;

b. Hartlund presenting Pazaras and McDonough with a breakdown of the commission that Hartlund would be entitled to from the Bucks in the next five (5) years ("Hartlund Commission");

c. Hartlund requesting that the Bucks compensate Hartlund, in the form of commission payments, for the entirety of the Fiserv Naming Rights Sponsorship commission and the remainder of the 2018/19 Sponsorships for Sargento, West Bend Mutual, Froedtert and the Medical College of Wisconsin and Harley-Davidson, as set forth on the Hartlund Commission;

d. Both Pazaras and McDonough representing to Hartlund that the Bucks would "do the right thing" with respect to Hartlund's commission, which Hartlund understood to mean that the Bucks were going to pay Hartlund for the requested commission;

e. McDonough asking Hartlund whether Hartlund would accept payments over a to-be-determined term or in lieu of one, lump-sum commission payment; and

f. Hartlund informing McDonough that he was open to considering terms agreeable to both parties, provided Hartlund received the full commission he requested.

g. Hartlund requesting that Pazaras confirm, in writing, that the Bucks were going to pay Hartlund his requested commission, which Pazaras represented could not be done until after the Fiserv Naming Rights Sponsor agreement was finalized.

80. Hartlund voluntarily terminated his position with the Bucks, without cause, on April 20, 2018.

81. Hartlund received his last salary payment from the Bucks on April 30, 2018.

82. After the Bucks formally announced that Fiserv was the Naming Rights Sponsor on July 26, 2018, Hartlund contacted McDonough to discuss the payment of Hartlund's outstanding commissions.

83. McDonough informed Hartlund that he should contact either Feigin or Pazaras to discuss the payment of Hartlund's outstanding commissions.

84. On or about September 10, 2018, after Hartlund attempted to call Feigin several times, Hartlund sent Feigin an email asking about Hartlund's outstanding commission.

85. On or about September 10, 2018, Feigin called Hartlund and informed Hartlund that, contrary to the representations made by Pazaras and/or McDonough, which Feigin acknowledged were made, Feigin, as the Bucks' President, had decided that the Bucks would not be paying Hartlund any further compensation.

86. Hartlund has not been paid any commission from the Bucks for Hartlund procuring the Fiserv Naming Rights Sponsor or the Additional Sponsorships.

**FIRST CLAIM FOR RELIEF: BREACH OF CONTRACT
(Against Defendant Milwaukee Bucks, LLC)**

87. Hartlund realleges and incorporates herein by reference all of the foregoing allegations.

88. Hartlund and the Bucks are each a party to the employment offer and 2017 Compensation Plan.

89. The Bucks breached the employment offer by, among other things, failing to pay Hartlund severance and failing to pay Hartlund commission for the Fiserv Naming Rights Sponsor and the Additional Sponsorships.

90. The Bucks breached the 2017 Compensation Plan by, among other things, failing to pay Hartlund commission for the Fiserv Naming Rights Sponsorship and the Additional Sponsorships.

91. As a result of the Bucks' breaches, Hartlund has suffered damages in an amount to be determined at trial.

**SECOND CLAIM FOR RELIEF: QUANTUM MERUIT
(Against Defendant Milwaukee Bucks, LLC)**

92. Hartlund realleges and incorporates herein by reference all of the foregoing allegations.

93. Hartlund, in good faith, rendered services to the Bucks.

94. The Bucks knew that Hartlund provided services to the Bucks and that Hartlund did so with the expectation of being paid.

95. The Bucks received a benefit for Hartlund's services.

96. The Bucks have failed to pay Hartlund the reasonable value for his services.

97. As a result of the Bucks' failure, Hartlund has suffered damages in an amount to be determined at trial.

**THIRD CLAIM FOR RELIEF: UNJUST ENRICHMENT
(Against Defendant Milwaukee Bucks, LLC)**

98. Hartlund realleges and incorporates herein by reference all of the foregoing allegations.

99. Hartlund conferred a benefit upon the Bucks by providing services and procuring corporate sponsorship agreements for the Bucks' benefit, including but not limited to the Fiserv Naming Rights Sponsor and the Additional Sponsorships.

100. The Bucks knew that Hartlund was performing or providing services and procuring corporate sponsorship agreements for the Bucks' benefit, including but not limited to the Fiserv Naming Rights Sponsor and the Additional Sponsorships.

101. It would be inequitable to allow the Bucks to accept or retain the benefit of Hartlund's services without requiring the Bucks to compensate Hartlund for his services.

102. As a result, Hartlund has suffered damages.

**FOURTH CLAIM FOR RELIEF: CLAIM FOR UNPAID WAGES IN VIOLATION OF
WISCONSIN STATUTES CHAPTER 109
(Against Defendant Milwaukee Bucks, LLC)**

103. Hartlund realleges and incorporates herein by reference all of the foregoing allegations.

104. Hartlund and the Bucks had an employment agreement, whereby the Bucks agreed to provide Hartlund with a salary and additional compensation in the form of commissions for procuring corporate sponsorships.

105. The Bucks have refused to provide Hartlund with the appropriate amount of compensation based upon the agreement between the Bucks and Hartlund.

106. Hartlund is entitled to the appropriate amount of compensation based upon the agreement between the Bucks and Hartlund.

107. The Bucks' refusal to provide Hartlund with the appropriate amount of compensation violates Wisconsin Statutes Chapter 109.

108. Hartlund has suffered damages as a result of the Bucks' violation of Wisconsin Statutes Chapter 109.

**FIFTH CLAIM FOR RELIEF: INTENTIONAL MISREPRESENTATION
(Against Defendants Matthew S. Pazaras and Patrick J. McDonough)**

109. Hartlund realleges and incorporates herein by reference all of the foregoing allegations.

110. Pazaras and/or McDonough represented to Hartlund that the Bucks would be paying Hartlund commission for the Fiserv Naming Rights Sponsor and the Additional Sponsorships.

111. Pazaras' and/or McDonough's foregoing representations to Hartlund were false in that, at the time the misrepresentations were made, Pazaras and/or McDonough knew or should have known that either the Bucks would not be paying Hartlund commission for the Fiserv Naming Rights Sponsor and the Additional Sponsorships, or that Pazaras and/or McDonough did not have the authority to make any such representations on the Bucks' behalf.

112. Pazaras and/or McDonough knew that the foregoing representations were false or recklessly made without caring whether said representations were false.

113. Pazaras and/or McDonough made the misrepresentations with the intent to deceive Hartlund and induce him to act upon the misrepresentations.

114. Hartlund was deceived and misled by Pazaras' and/or McDonough's misrepresentations, and voluntarily terminated his position with the Bucks in reasonable and justifiable reliance upon Pazaras' and/or McDonough's misrepresentations.

115. As a result of Pazaras' and/or McDonough's misrepresentations, Hartlund has suffered damages in an amount to be determined at trial.

**SIXTH CLAIM FOR RELIEF: STRICT LIABILITY MISREPRESENTATION
(Against Defendants Matthew S. Pazaras and Patrick J. McDonough)**

116. Hartlund realleges and incorporates herein by reference all of the foregoing allegations.

117. Pazaras and/or McDonough represented to Hartlund that the Bucks would be paying Hartlund commission for the Fiserv Naming Rights Sponsor and the Additional Sponsorships.

118. Pazaras' and/or McDonough's foregoing representations to Hartlund were false in that, at the time the misrepresentations were made, Pazaras and/or McDonough knew or should have known that either the Bucks would not be paying Hartlund commission for the Fiserv Naming Rights Sponsor and the Additional Sponsorships, or that Pazaras and/or McDonough did not have the authority to make any such representations on the Bucks' behalf.

119. Pazaras and/or McDonough made these representations under circumstances where Pazaras and/or McDonough were in a position to have known, or should have known, that the representations were false.

120. Hartlund relied upon Pazaras' and/or McDonough's misrepresentations and suffered damages.

**SEVENTH CLAIM FOR RELIEF: NEGLIGENT MISREPRESENTATION
(Against Defendants Matthew S. Pazaras and Patrick J. McDonough)**

121. Hartlund realleges and incorporates herein by reference all of the foregoing allegations.

122. Pazaras and/or McDonough represented to Hartlund that the Bucks would be paying Hartlund commission for the Fiserv Naming Rights Sponsor and the Additional Sponsorships.

123. Pazaras' and/or McDonough's foregoing representations to Hartlund were false in that, at the time the misrepresentations were made, Pazaras and/or McDonough knew or should have known that either the Bucks would not be paying Hartlund commission for the Fiserv Naming Rights Sponsor and the Additional Sponsorships, or that Pazaras and/or McDonough did not have the authority to make any such representations on the Bucks' behalf.

124. Pazaras' and/or McDonough's misrepresentations created an unreasonable risk of monetary damage to Hartlund.

125. Pazaras' and/or McDonough's misrepresentations constitute a lack of reasonable care toward Hartlund.

126. Hartlund believed Pazaras' and/or McDonough's representations to be true and justifiably relied upon them, causing Hartlund damages.

WHEREFORE, Plaintiff, Jason Hartlund, demands judgment as follows:

1. As to Claim One: Breach of Contract, Claim Two: Quantum Meruit, and Claim Three: Unjust Enrichment, judgment against the Milwaukee Bucks, LLC, awarding damages to Hartlund in an amount to be determined at trial;

2. As to Claim Four: Wage Claim Pursuant to Wisconsin Statutes Chapter 109, judgment against the Milwaukee Bucks, LLC, awarding damages, penalties, attorneys' fees and costs to Hartlund in an amount to be determined at trial;

3. As to Claim Five: Intentional Misrepresentation, Claim Six: Strict Liability Misrepresentation and Claim Seven: Negligent Misrepresentation, judgment against Matthew S. Pazaras and/or Patrick J. McDonough, personally, awarding damages to Hartlund in an amount to be determined at trial;

4. For all costs, disbursements and attorneys' fees incurred in this action; and

5. For all other relief the Court deems equitable or otherwise just and proper.

**PLEASE TAKE NOTICE THAT THE PLAINTIFF DEMANDS TRIAL
OF THIS ACTION BEFORE A JURY OF TWELVE (12) MEMBERS.**

Dated: February 8, 2019

Respectfully submitted,

DeWitt LLP

Electronically signed by Shannon A. Allen

Shannon A. Allen (SBN 1024558)

Olivia M. Kelley (SBN 1056759)

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