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Attorney for Brandon Roper

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**IN THE THIRD JUDICIAL DISTRICT COURT  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

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BRANDON ROPER,

Plaintiffs,

v.

BLACK RIFLE COFFEE COMPANY, LLC,  
a Utah limited liability company, and EVAN  
HAFER.

Defendants.

**AMENDED COMPLAINT**

Case No. 180905649  
Judge: James Gardner

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Plaintiff Brandon Roper ("Mr. Roper"), by and through his undersigned counsel, hereby submits this Complaint against Defendants Black Rifle Coffee Company ("BRCC") and Evan Hafer ("Mr. Hafer"), in his official and/or individual capacity as CEO of BRCC. Each of Mr. Roper's claims against each of the defendants is specifically listed in his Claims for Relief below.

**II. PARTIES**

1. Mr. Roper is a male, and resides in Salt Lake County, State of Utah.
2. He is formerly an employee of BRCC.
3. BRCC is a foreign limited liability company doing business in Salt Lake City, Utah.
4. Mr. Hafer is an individual who was employed by BRCC as its CEO.

5. Upon information and belief, Mr. Hafer is a resident of Salt Lake County.
6. BRCC was Mr. Roper's employer from July 17th, 2016 to March 29th, 2017.

### **III. JURISDICTION AND VENUE**

7. All activity relevant hereto occurred within, or was to be performed within, Salt Lake County, State of Utah.
8. For purposes of Rule 8 and Rule 26 of the Utah Rules of Civil Procedure, Roper seeks monetary relief and damages in an amount that qualifies under Tier III.

### **IV. GENERAL ALLEGATIONS**

9. On July 17, 2016, Mr. Roper started working at BRCC.
10. On July 30, Mr. Hafer and Mr. Roper competed in a handgun shooting match at Wasatch Wing and Clay range.
11. Mr. Roper had taken 1st place in the competition. Mr. Hafer was very angry that Mr. Roper had beaten him.
12. Mr. Hafer expressed his anger to Mr. Roper and this was when Mr. Hafer began to treat Mr. Roper in an extremely hostile and domineering manner.
13. Mr. Hafer felt like his reputation as an excellent shooter among the military Special Forces community was threatened by Mr. Roper when other military competitors heard the results.
14. Early in August 2016, Mr. Roper was forced to strip down to his underwear and participate in a "marketing video" where his image was digitally altered to look like he was naked. Mr. Roper was not given any opportunity to refuse to participate in this video and he felt like had he refused to participate that he would have lost his job.

15. In the video he is asked to pretend to do sit ups in a room with various other men who are allegedly having a “hotdog” party. The video was meant to poke fun at homosexuals and Mr. Roper participated in the video against his will and as a condition of his employment.
16. The video has been seen by thousands of persons on the internet much to Mr. Roper’s embarrassment and humiliation.
17. On or about August 15, 2016, Evan Hafer called Mr. Roper into his office. In front of Mr. Roper and several other people in his office, Mr. Hafer stripped down all his clothes and stood in front of Mr. Roper completely naked. Mr. Hafer acted as if he expected some sort of response out of Mr. Roper. Instead, Mr. Roper, averted his eyes and tried to turn the conversation back to work.
18. Several days later, Mr. Roper and Mr. Hafer were working alone in a conference room when Mr. Hafer turned to Mr. Roper and said, “Why don’t we close that door and butt fuck the shit out of each other?” Mr. Roper rejected the sexual proposition and the meeting continued in awkward tension.
19. After Mr. Roper had rejected Mr. Hafer’s advances and failed to comment upon Mr. Hafer’s nude body, Mr. Hafer became openly hostile to Mr. Roper.
20. By approximately early September 2016, Mr. Hafer started calling Mr. Roper “Mountain Jew” as a derogatory term because he was one of the few Latter Day Saints in the office. Mr. Hafer started being very mean and hateful toward Mr. Roper in front of other employees.
21. On October 21, 2016 at 8:30 a.m. Mr. Roper participated in a 3-way call with Chief Operating Officer, Rod Rudd, himself and Mr. Hafer. In this call, Mr. Roper told Mr.

Rudd and Mr. Hafer that he was concerned with the way he was being treated and that he demanded that he be treated more professionally and respectfully.

22. Mr. Hafer became very angry and said “Roger that” to Mr. Roper and warned him that if he said one more word that he would be terminated on the spot.
23. Mr. Roper saw an increase in Mr. Hafer’s hostility toward him from that day forward.
24. In Early November, Mr. Roper was tasked with developing the HR department at BRCC.
25. In his role as HR Manager, Mr. Roper spoke with many new employees who complained about being victims of sexual harassment and complained that Mr. Hafer and others in middle and upper management were using a military style management model which was replete with sexual harassment and racism.
26. On or about the middle of November 2016, Mr. Roper reported to Mr. Rudd and Mr. Hafer that the company was at risk because of the work environment Mr. Hafer created. Mr. Rudd agreed with Mr. Roper. But, rather than change his behavior, Mr. Hafer asked Mr. Roper, as Human Resource director, to contact BRCC’s attorney to have her draft an employee contract that “allows me to do whatever the fuck I want to an employee without being sued.”
27. Mr. Roper contacted BRCC’s attorney with Mr. Hafer’s request and the attorney said that this was not possible. Still, Mr. Hafer continued to harass Mr. Roper and others at the workplace. BRCC did nothing to stop him.
28. In December 2016, BRCC announced to its employees at the company Christmas Party that it was going to provide the employees a “Platinum Medical Plan.” Mr. Roper was the HR director as well as an insurance agent and made arrangements to put this plan in place.

29. At or about the end of December 2016, Mr. Hafer gave out “year-end bonuses” in the form of a custom built Glock 43 handgun to each employee in the management team, except Mr. Roper.
30. Mr. Roper expressed his concern to Mr. Rudd about not getting a year-end bonus, Mr. Rudd told Mr. Roper that he had not received a gun because he had complained about Mr. Hafer’s actions earlier in the year and Mr. Hafer saw Mr. Roper as “too emotional.”
31. Later, Mr. Hafer confronted Mr. Roper about the gun issue and told Mr. Roper that he had intended to give Mr. Roper a gun but because “he had cried like a pussy to [Mr. Rudd] about not getting a gun” that he would not receive one. While Mr. Roper did receive a financial year-end bonus because of his tenure and excellent performance, he did not receive the additional custom Glock 43 handgun bonus because he had complained about Mr. Hafer’s harassment of him.
32. In January 2017, further harassment and hostility continued against Mr. Roper. A large part of the harassment focused on the fact that Mr. Roper had not served in the armed services, additionally, there was a focus on the things which the other employees had done in the military which Mr. Roper had not done—like have sex with multiple women, engage in anal sex, frequent strip clubs and other sexual exploits which are viewed as taboo in the Mormon faith.
33. On or about January 2017, Scott Bollinger, the Executive Vice President of BRCC pressured Mr. Roper into going to a strip club.
34. First, Mr. Bollinger ridiculed Mr. Roper for never having been to a strip club and then he paid his entry fee. Other BRCC employees were present and they followed Mr. Bollinger’s lead in pressuring Mr. Roper. Mr. Roper ultimately went to the strip club with

his co-workers because he felt like he could not say no and if he did that his job would be in jeopardy.

35. While at the strip club, Mr. Bollinger was not satisfied with Mr. Roper simply being in the club but insisted on paying for him to have a “private dance.” Mr. Roper was humiliated and embarrassed but did not want to be seen as more of an outsider than he was and endured the events.
36. Rather than help him fit in more, the strip club outing became a source of yet more sexual harassment. Mr. Evans made the comment to him that the strip club was the first time Mr. Roper has probably ever seen a vagina up close. Mr. Roper is divorced with five children. Mr. Roper was humiliated in front of all of his co-workers by this comment.
37. In February 2017, Matt Best, another owner of BRCC, openly teased Mr. Roper because he had never had anal sex with a woman. This took place in the workplace, in front of other employees and it horrified and embarrassed Mr. Roper horribly.
38. During this time, Mr. Roper started to withdraw from his family. He started feeling depressed and easily angered at home. The stress of being constantly ridiculed at work for his perceived lack of sexual experience and being repeatedly called a Mountain Jew was taking its toll on Mr. Roper.
39. In March 2017, Mr. Roper was moved from handling the finances and HR responsibilities for the company. Mr. Roper was told that he was being moved from HR because he was constantly chastising middle and upper management for their workplace behavior and BRCC did not want to change its culture.

40. Mr. Roper was demoted to a low level project manager role and stripped of his executive responsibilities because he had reported and complained about the constant and pervasive sexual and religious discrimination which was occurring on a daily basis at the workplace.
41. On March 29, 2017, Mr. Roper was terminated from BRCC without cause. Prior to leaving BRCC, Mr. Roper spoke with Mr. Higgins about his concerns regarding workplace discrimination and harassment. In exchange for Mr. Roper agreeing not to pursue any claims for sexual harassment or religious discrimination against BRCC, Mr. Roper was offered a severance package.
42. This severance package provided that Mr. Roper could continue to receive the commissions from the sale of the health insurance to BRCC employees even as the company grew. This was a very valuable concession given that Mr. Roper was receiving commissions from the placement of health insurance totaling approximately \$32,000 per year for 2017 and \$35,000 per year in 2018. Given that the company was expected to continue to grow and these commissions were promised in perpetuity, the consideration for this severance was valued at approximately \$720,000. A true and accurate copy of this termination contract is attached hereto as Exhibit "A."
43. On June 26th, 2017, Mr. Roper received notification that BRCC had unexpectedly breached the termination contract by removing Mr. Roper as agent of Record on the insurance policy so that he would no longer receive commissions.
44. On June 28th, 2017, Mr. Roper contacts Mr. Rudd and tells him that he is considering taking legal action against BRCC for breach of contract, sexual harassment, discrimination, hostile work environment and wrongful termination. Mr. Rudd notifies Mr. Hafer of this threat.

45. Mr. Hafer contacts Mr. Roper on June 28th, 2017 and first threatened to counter-sue Mr. Roper and then suggests that the parties meet to resolve the dispute.
46. On June 29th, 2017, Mr. Hafer and Mr. Roper meet and reach a new agreement. BRCC agrees to honor their prior agreement that Mr. Roper could receive commissions from the sale of health insurance to BRCC's employees. BRCC also agrees to reimburse Mr. Roper for unused vacation, personal cell phone use and personal vehicle use and paid him two month's salary. Both Mr. Roper and Mr. Hafer signed an new agreement which contain these terms and Mr. Roper is handed a check for his unused vacation time, cell phone and other items as consideration for this new agreement. A true and accurate copy of this updated termination contract is attached hereto as Exhibit "B." Mr. Hafer wrote Mr. Roper checks for the unused vacation, cell phone and vehicle use but told him that he would write him checks for the two month's salary at a later date.
47. On July 18th, 2017, Mr. Hafer told Mr. Roper to meet him at BRCC offices so that they could complete paperwork to make Mr. Roper once again agent of record for the health insurance sales.
48. When Mr. Roper arrived at BRCC, he was met at the door of the office by Mr. Hafer who was openly carrying a gun in an unlocked holster on his hip, with the gun partially dislodged from the holster. Mr. Hafer, kept his hand on the gun. Mr. Higgins, general counsel for BRCC was present and asked Mr. Roper if he was carrying a weapon.
49. Mr. Roper said he was but that he could leave his firearm in his car if they wanted. Mr. Hafer told Mr. Roper that if he moved for his weapon that he would be shot on the spot. At this point, Mr. Higgins told Mr. Roper that they would not honor the contract that Mr. Hafer and Mr. Roper had signed the month before. Mr. Higgins falsely accused Mr.



Roper of extortion for raising the sexual harassment and religious discrimination claims against BRCC and threatened to turn him into the insurance division for investigation and other threats.

50. Mr. Higgins, who is an attorney, falsely claimed that he was working with a district attorney to bring criminal charges against Mr. Roper.
51. These false statements were made to intimidate Mr. Roper and to make him keep quiet about his claims and to walk away from the agreement which he had reached with BRCC.
52. Mr. Roper started treatment with a chiropractor for chronic headaches and neck pain due to stress and trauma from Mr. Hafer's and Mr. Higgin's treatment of Mr. Roper.
53. In September 2017, Mr. Roper submitted his complaint to the EEOC.
54. In or about October 2017, Mr. Roper met with his Primary Care Physician and report depression, anxiety, stress, insomnia, fatigue and chronic headaches because of the stress associated with the treatment received at BRCC.
55. In November 2017, Mr. Roper was informed by a business partner that Mr. Hafer had reached out to him and vowed "to destroy any business that [Mr. Roper] was a part of." As a consequence, Mr. Roper had to remove his name from all corporate filings for his Huntsman Holster, LLC business.
56. On or about November 2017, Nate Dressell, another former BRCC told Mr. Roper that Mr. Hafer had told him that he intended to "destroy" Mr. Roper.
57. In January 2018, Mr. Roper learned that BRCC Had filed a lawsuit against one of its former employees and that her family had been harassed by a private investigator.
58. Around this same time, persons in Mr. Roper's life started to be contacted by a private investigator asking intimidating and embarrassing questions about Mr. Roper.

59. Also, in January 2018, Mr. Roper learned that a private investigator had contacted his ex-wife looking for “dirt” on him that could be used to “destroy” him.
60. This private investigator gave false information to Mr. Roper’s ex-wife in order to harm their relationship and turn her against him.
61. Mr. Roper noted that his social media profiles were hacked and that persons pretending to be him were reaching out to former BRCC employees.
62. Mr. Roper also noted that whenever he would speak with a person regarding BRCC that Mr. Hafer would reach out to these same persons within days, strongly suggesting that their conversations were being monitored.
63. All claims for sexual harassment and other intentional torts are being pursued via the EEOC. This suit addresses the breach of contract claims which are not subject to the EEOC’s jurisdiction.

**FIRST CAUSE OF ACTION**  
**(Breach of Contract)**

62. Mr. Roper incorporates all preceding paragraphs of this Complaint by this reference.
64. Mr. Roper and BRCC entered into a contract on June 29th, 2017 which is attached hereto as Exhibit “B.”
65. Mr. Roper completed all the conditions precedent necessary under the contract and fully performed his obligations under the contract.
66. This contract was duly executed and validly entered into by BRCC through its agent Mr. Hafer.
67. BRCC breached its obligations under this contract.

68. As a direct and proximate result of the Defendant's breach of contract, Mr. Roper has been harmed in an amount to be proven at trial but which exceed the jurisdictional limits of this court.

**SECOND CAUSE OF ACTION**  
(Unjust Enrichment)

67. Mr. Roper hereby incorporates paragraphs 1 through 65 of this Complaint as if fully set forth herein.

68. Mr. Roper furnished goods, materials and/or services to the Defendant, at the Defendant's instance and request, and Defendant has failed to pay Mr. Roper the reasonable value therefor.

69. The Defendant knew or should have known Mr. Roper expected to be repaid, and knew or should have known of Mr. Roper's performance which conferred a benefit upon the Defendant.

70. Under the circumstances, the Defendant would be unjustly enriched to Mr. Roper's detriment if not required to repay Mr. Roper for the value of the goods, materials and/or services provided by Mr. Roper.

71. As a result of the Defendant's unjust enrichment described above, Mr. Roper has been damaged in an amount to be proven at trial, plus prejudgment interest at the statutory rate of 10% per year until a judgment is rendered, and post-judgment interest thereafter at the statutory rate until paid in full, as well as reasonable attorney's fees and costs.

**PRAYER FOR RELIEF**

WHEREFORE, Mr. Roper prays for the following relief:

1. That a money judgment be entered in favor of Mr. Roper WHEREFORE, Mr. Roper prays for the following relief:

1. That a money judgment be entered in favor of Mr. Roper and against the Defendant for the an amount to be proven at trial;

2. That a money judgment be entered in favor of Mr. Roper and against the Defendant for the amount of reasonable attorney's fees and costs incurred by Mr. Roper in initiating and prosecuting the present action, as provided by the terms of the Contract;

3. For an order allowing Mr. Roper to augment any judgment obtained against the Defendant in the amount of reasonable costs and attorney's fees expended in collecting or enforcing the judgment by execution or otherwise; and

4. For any further relief this Court deems just and proper.

**LEWIS HANSEN**

/s/ S. Grace Acosta

S. Grace Acosta

Attorney for Plaintiff

# Exhibit “A”

MEMORANDUM FOR RECORD:

Termination of Employment

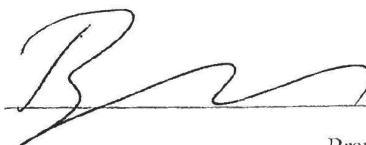
Brandon Roper

March 29, 2017

This letter serves as official notice that I, Brandon Roper, have been duly informed that my at-will employment with Black Rifle Coffee Company (BRCC) is hereby terminated, effective immediately. I will receive my final paycheck per Utah law and will surrender all company property without further incident. By my signature below, I also acknowledge the following:

1. I signed a non-disclosure agreement upon being hired and the terms and provisions of that are binding, but herewith recapped: I will not disclose information about BRCC or any of its subsidiaries or affiliates to any third Party except as required by law or with written, prior consent of BRCC.
2. During my tenure with BRCC, I had access to privileged, proprietary, business sensitive information which I will refrain from using for any purpose. I acknowledge that, should I use this information or divulge it to any third Party in violation of the NDA I freely signed, I will be subject to BRCC seeking every measure for remedy at law or equity.
3. For the period of one (1) year following this termination, I will not compete with BRCC or any of its subsidiaries or affiliates in any manner, but especially shall not contact known vendors, partners, affiliates, customers, or other Parties which have a prior relationship with BRCC, for any reason.
4. For the period of one (1) year, I will not solicit BRCC employees to work with or for me in any new venture, thus enticing them to leave employment with BRCC or any of its subsidiaries or affiliates.
5. I am entitled to any opinions I may have regarding my period of employment with BRCC, however, I will refrain from expressing these opinions publicly which might harm, injure, defame or otherwise sully BRCC's reputation or standing in the community, with its vendors or its customers. I understand this includes the use of social media.
6. I acknowledge that I am currently receiving payment for insurance premiums resulting from insurance I coordinated on behalf of BRCC. While a clear conflict of interest occurred in that I had a fiduciary duty to BRCC at the time of this coordination, I will be allowed to continue receiving these payments only if BRCC retains said insurance coverages or plans. Upon a change in coverage or plans, I will not be entitled to any other payments of any kind from BRCC or as a result of my employment and affiliation therewith.
7. I understand that my access to email, online service accounts, bank accounts, and other sensitive areas, including physical access to the BRCC property is hereby revoked. I will refrain from attempting access to any area for which I was previously granted access and acknowledge that any attempt to do so is hereby expressly prohibited and therefore trespass at the very least.
8. BRCC will, in turn, provide positive recommendations for hire to any new venture which conducts a character reference check with BRCC, provided the terms and conditions of this letter have not been violated in any way.

I understand the above written terms and conditions and hereby express my informed acknowledgement by affixing my signature below, effective immediately.

  
\_\_\_\_\_

Brandon Roper

Date: 3/29/17 Time: 9 am

1144 S 500 W, Salt Lake City, UT 84101

B

# Exhibit “B”

Having authority to enter into and bind this legal agreement, both Evan Hafer, in his role as Chief Executive Officer of Black Rifle Coffee Company, LLC and Brandon Roper agree to the following provisions of this contract:

Effective Date of Agreement: June 29th, 2017

### Waiver of Rights to Legal Action Against Black Rifle Coffee Company

Brandon agrees to waive his rights to pursue legal action / litigation related to any alleged grievances related to his time of employment at Black Rifle Coffee Company. Additionally, Brandon agrees to assist in defending Black Rifle Coffee Company against any other legal action that may arise from other former employees of the company.

### Consideration Given in Exchange for Waiving Rights to Legal Action

In consideration for Brandon's waiver his rights to pursue legal action, Black Rifle Coffee Company agrees to immediately pay in full the following amounts:

Reimbursement for use of personal cell phone for 9 months of employment:

9 months x \$180 Verizon bill = \$1,620.00

9 months of personal vehicle use, approx. 2000 miles at 50 cents per mile = \$1,000

Unused vacation, 10 days times daily regular wages of \$250 = \$2,500

A settlement amount equal to 2 months gross wages, \$5,500 per month = \$11,000

(This payment will be considered a settlement as opposed to a severance since a settlement payment is not considered taxable income to Brandon yet will be fully tax deductible to Black Rifle Coffee Company.)

Additionally, Black Rifle Coffee Company Agrees to immediately change the Agent of Record on the United Health Care medical plan that is currently in force for the company. Brandon shall remain the Agent of Record in perpetuity so long as he is duly licensed and properly contracted with the insurance provider. It is understood and accepted that Brandon will continue to receive commissions from the insurance company as the agent of record. In return, Brandon provide all customary services to Black Rifle Coffee Company typically provided by an agent of record. It is anticipated and expected that both Brandon and employees of Black Rifle Coffee Company shall attempt to create a positive working professional relationship moving forward.



**Confidential Nature of this Agreement**

Both parties agree to keep the existence, details and terms of this agreement confidential. Both parties agree to refrain from disparaging comments in public or private.



\_\_\_\_\_  
Evan Hafer, CEO  
Black Rifle Coffee Company

Date 29 JUN 2017



\_\_\_\_\_  
Brandon Roper

Date 6/29/17