

DISTRICT COURT, COUNTY OF DENVER,  
STATE OF COLORADO

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Address: 1437 Bannock Street  
Denver, Colorado 80202  
Telephone: 720 865-9410

**Plaintiffs:** MATT COCHRAN and MINDY GANZE

v.

**Defendant:** PARTNER COLORADO CREDIT UNION;  
EAGLE LEGACY SERVICES, LLC, d/b/a  
Safe Harbor Services, LLC; SUNDIE  
SEEFRIED; and KATRINA SKINNER

Attorney for Plaintiffs Cochran and Ganze:

Attorney: Robert M. Liechty, No. 14652  
OF COUNSEL TO HAMILTON FAATZ PC  
Address: 5105 DTC Parkway, Suite 475  
Greenwood Village, CO 80111  
Phone No. (303) 830-0500  
Fax: (303) 860-7855  
E-mail [rmlichty@hamiltonfaatz.com](mailto:rmlichty@hamiltonfaatz.com)

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Case No.: 18-CV-

Courtroom \_\_

**COMPLAINT AND JURY DEMAND**

Plaintiffs Matt Cochran and Mindy Ganze, by their attorney Robert M. Liechty of counsel to HAMILTON FAATZ PC, bring their complaint as follows:

1. Plaintiffs Matt Cochran and Mindy Ganze are married to each other and reside in Douglas County. They used to work for Eagle Legacy Services, LLC, doing business as Safe Harbor Services, LLC, at its location at 4000 Québec St., Denver, Colorado.
2. Safe Harbor Services is in the business of providing high risk banking compliance platforms. Defendant Seefried is its CEO and president and defendant Skinner is its President/CLO and compliance officer.
3. Defendant Partner Colorado Credit Union is an 80% owner of Safe Harbor. Partner Colorado retained Mr. Cochran in March, 2017, as a 1099 consultant. He had developed a go-to-

market business plan that would allow financial institutions in the marijuana industry to comply with various legal requirements, allowing the institutions to accept deposits from marijuana retailers. In July, 2017, he became a W-2 employee of Partner Colorado Credit Union as its president. Within a few months, Partner Colorado revived Eagle Legacy Services, LLC, and Mr. Cochran became president of Eagle Legacy, doing business as Safe Harbor. On October 26, 2017, his title was changed to Chief Operating Officer of Safe Harbor.

4. There has always been an oral employment contract between Mr. Cochran, Partner Colorado Credit Union, and its successors. He is a salaried employee with a base salary of \$180,000, to be adjusted with a third-party salary survey. He was also to be compensated with equity in the business, bonuses, and commissions, none of which were finalized.

5. On August 7, 2017, Ms. Ganze was hired as the operations manager for Safe Harbor and as the personal assistant for Ms. Seefried. On approximately October 1, 2017, Ms. Seefried told Ms. Ganze to work only for Mr. Cochran.

6. Mr. Cochran has extensive experience in developing business plans and go-to-market strategies. Partner Colorado Credit Union hired him to bring his business plan referenced in ¶ 3 above to the company. This business plan was fully developed before he came to Safe Harbor and he retains sole ownership of this business plan.

7. The financial sector is highly regulated in its dealing with marijuana retailers and, to date, no financial institution has been able to develop an automated compliance platform. Mr. Cochran's business plan, together with ICS who provided the technology, allows financial institutions to comply with the industry's regulations.

8. As a preliminary to launching Mr. Cochran's business plan for commercial use, on November 1-3, 2017, Safe Harbor invited six financial institutions/potential customers to attend a pre-launch training seminar in Denver. Ms. Seefried conducted some of that training.

9. A Mr. Scott Everett, the chief general counsel of Wright-Patt Federal Credit Union, attended that training. Wright-Patt was the largest potential customer for Safe Harbor. On Thursday evening, November 2, Mr. Everett approached Mr. Cochran to tell Mr. Cochran the following. He thought that Katrina Skinner was a nice person, but that she might not have the legal or business experience to fully handle the tasks to be accomplished.

10. He also said that Sundie Seefried was very knowledgeable in cannabis banking, but that her personal life may be negatively affecting her performance. He could not say that she was using drugs, but he said that there were suspicions that she was "on something" when she was giving her presentation.

11. He also said that Wright-Patt would need to see ratified contracts with Mr. Cochran, with ICS, and with Christopher Johnson. Mr. Johnson was the chief representative from ICS, the technology company who was handling the technical aspects of Mr. Cochran's business plan.

12. That same evening, Mr. Cochran spoke with Mr. Johnson to give him a heads up regarding the concerns expressed by Mr. Everett because Mr. Cochran knew that Mr. Johnson would be meeting with representatives from Wright-Patt and that he needed to know what questions might be coming his way.

13. On the following morning, before the start of the business day, Mr. Johnson spoke with Mr. Cochran and told him that the night before representatives from other financial institutions shared concerns similar to those of Mr. Everett regarding Ms. Skinner and Ms. Seefried. Both Mr. Cochran and Mr. Johnson decided it would be best not to pursue the concerns unless they were raised again later by a potential customer.

14. On the following Monday, November 6, after the completion of the training, Mr. Everett called Mr. Cochran to raise again the issues that they had discussed on the prior Thursday evening referenced in ¶¶ 9-11 above. While on this call, Mr. Johnson called Mr. Cochran and Mr. Johnson then joined the call. Mr. Everett told Mr. Cochran and Mr. Johnson that he had conveyed these concerns to his superior, and that he continued to express his confidence in doing business with Safe Harbor as long as Safe Harbor addressed his issues in ¶¶ 9-11 above.

15. After this phone call, Mr. Cochran decided that because both Ms. Skinner and Ms. Seefried were involved in the concerns, it would be best for him to contact Scott Moskol of Burns Levinson, whom Mr. Cochran had retained as outside counsel for Safe Harbor.

16. On Wednesday, November 8, 2017, Mr. Cochran called Mr. Moskol and asked for an off-the-record consult to determine if he had a fiduciary responsibility to report what Mr. Everett had told him. He also asked for guidance as to whom Mr. Cochran should report the concerns raised by Mr. Everett. Mr. Cochran told Mr. Moskol what Mr. Everett had told him.

17. Mr. Moskol did not report back to Mr. Cochran as to whether he had a fiduciary duty to report or to whom Mr. Cochran should make a report. Instead, Mr. Moskol related the information to Ms. Skinner.

18. Ms. Ganze had no role in receiving or conveying this information to anyone.

19. Neither Mr. Cochran nor Ms. Ganze heard anything else on the matter until November 13, 2017, when both were put on administrative leave.

20. On December 12, 2017, both Mr. Cochran and Ms. Ganze provided themselves for an interview by Mary Beth Schroeder, an attorney retained by Safe Harbor to investigate the matter.

21. Ms. Schroeder issued a Summary of Findings on January 11, 2018, attached as exhibit 1, which Safe Harbor reportedly used as the excuse to terminate both Mr. Cochran and Ms. Ganze.

22. This Summary is in error and was designed as a purported justification to terminate both Mr. Cochran and Ms. Ganze. Paragraphs 1 and 2 are in error because, as stated in ¶ 10 above, Mr. Everett told Mr. Cochran of Ms. Seefried's suspected drug use, although Mr. Everett did not say what drugs Ms. Seefried was suspected of using.

23. Paragraph 3 of exhibit 1 is an error because Safe Harbor had not been contemplating the removal of Mr. Cochran. This issue concerned the naming of Mr. Cochran as a defendant in a lawsuit, case no. 17 CV 30106. Mr. Cochran had informed the Safe Harbor Board of Directors of this litigation, who determined that the litigation created no impediment to Mr. Cochran continuing as the COO for Safe Harbor.

24. Case no. 17 CV 30106 concerned a matter separate from Safe Harbor in which Mr. Cochran allegedly misled an investor by telling the investor that there was bank financing for a new project when there was no such financing. However, the investor knew that there was no bank financing established as yet and, nonetheless, purchased shares from Mr. Cochran.

25. Likewise, exhibit 1, paragraph 5, is an error because there was no need for Mr. Cochran to gain personal leverage regarding any issue in case no. 17 CV 30106.

26. Paragraph 9 is false because Mr. Johnson had no access to these passwords and, furthermore, he did not give prior notification to Mr. Cochran or to Ms Ganze.

27. Paragraph 10 is false because there were no inappropriate photos of a sexual content.

28. Ms. Seefried knew that Ms. Ganze had seen Ms. Seefried use cocaine on at least five occasions: two times in Perry's Restaurant, one time in Redlands Restaurant, once in Ms. Ganze's house, and once in a friend's house.

29. Therefore, Ms. Seefried wanted to terminate Ms. Ganze so that, in the event Ms. Ganze reported this cocaine use, Ms. Seefried could argue that Ms. Ganze was doing so to retaliate for her own termination.

30. Ms. Seefried has admitted the use of cocaine to others.

### ***First Claim, Wrongful Discharge in Violation of Public Policy***

31. Colorado has a public policy that the use of illegal drugs, including cocaine, is unlawful. This is more sensitive when the user is an employee in the marijuana industry.

32. Mr. Cochran was performing a public duty by reporting the suspected unlawful activities of Ms Seefried. The defendants knew that Mr. Cochran had a right to perform this public duty. The defendants discharged, or caused the discharge, of Mr. Cochran and of his wife, Ms Ganze, in retaliation for Mr. Cochran's exercise of this right.

33. As a result, both Mr. Cochran and Ms. Ganze have been damaged by loss of income, humiliation, inconvenience, and damage to reputation.

34. The actions of the defendants were willful and wanton.

***Second Claim, Intentional Interference with Contract***

35. Both Mr. Cochran and Ms. Ganze had an employment contract with Partner Colorado Credit Union/Safe Harbor. Ms. Seefried and Ms. Skinner knew of this employment contract. Ms. Seefried and Ms. Skinner by words or conduct intentionally caused Partner Colorado Credit Union/Safe Harbor to terminate these employment contracts.

36. Ms. Seefried's and Ms. Skinner's interference with the contracts was improper and their interference with the contracts caused damages to Mr. Cochran and to Ms. Ganze as stated in ¶ 33 above.

37. The actions of defendants Seefried and Skinner were willful and wanton.

WHEREFORE, plaintiffs Matt Cochran and Mindy Ganze respectfully request that this Court enter judgment in their favor and for interest, costs, attorney's fees, and such other relief as this Court may deem proper.

Plaintiffs request trial to a jury.

Respectfully submitted this January 30, 2018.

*Signed Original Available at the offices of:*  
HAMILTON FAATZ PC

By: s/ Robert M. Liechty  
Robert M. Liechty  
ATTORNEY FOR PLAINTIFFS

Address of plaintiffs:  
9562 Silent Hills Lane  
Lone Tree, CO 80124