

DISTRICT COURT, PITKIN COUNTY, COLORADO 506 East Main Street, Ste. 300 Aspen, Colorado 81611	<input type="checkbox"/> COURT USE ONLY <input type="checkbox"/>
Plaintiff: HILLARY THOMAS v. Defendant: JEAN PIERRE CONTE a/k/a J-P CONTE	
<i>Co-Counsel for Plaintiff:</i> Christopher D. Bryan, A.R. #35522 Andrea S. Bryan, A.R. #40223 GARFIELD & HECHT, P.C. 625 East Hyman Avenue, Suite 201 Aspen, Colorado 81611 Telephone: (970) 925-1936 Facsimile: (970) 925-3008 Email: cbryan@garfieldhecht.com Email: abryan@garfieldhecht.com Sigrid McCawley (<i>pro hac vice</i> forthcoming) Daniel Crispino (<i>pro hac vice</i> forthcoming) BOIES SCHILLER FLEXNER LLP 401 E. Las Olas Boulevard, Suite 1200 Ft. Lauderdale, Florida 33301 Telephone: (954) 356-0011 Facsimile: (954) 356-0022 Email: smccawley@bsflp.com Email: dcrispino@bsflp.com	Case Number: 2023 CV _____ Div. ____
COMPLAINT AND JURY DEMAND	

Plaintiff Hillary Thomas (“Plaintiff” or “Ms. Thomas”), by and through legal counsel, Garfield & Hecht, P.C., respectfully states and alleges upon information and belief the following for her Complaint against Defendant Jean Pierre Conte a/k/a J-P Conte (“Defendant” or “Mr. Conte”):

GENERAL ALLEGATIONS

1. This case is about an abusive man who believes his power and privilege make him above the law. Mr. Conte is an incredibly wealthy businessman who is the Chairman and Managing Director of Genstar Capital, a private equity firm that oversees billions of dollars in assets. Mr. Conte owns luxurious properties around the world including multiple homes in Aspen. Mr. Conte sits on several prestigious boards throughout the United States and falsely holds himself out to be a “charitable” man; in reality, Mr. Conte is nothing but a vicious abuser.

2. On a bitterly cold January night, Mr. Conte brutally and viciously attacked his long-term life partner, Ms. Thomas, at their shared home on King Street in Aspen. The assault included Mr. Conte breaking down a door to attack Ms. Thomas and beating her naked body, pinning her down as she begged for her life and slamming her against the wall, all resulting in significant physical harm. Terrified for her life, Ms. Thomas ran to the only other person in the house, Mr. Conte’s chef, in order to seek protection. Mr. Conte’s chef sheltered Ms. Thomas from Mr. Conte’s violent rage and protected her until Ms. Thomas’s sister could arrive and drive her to safety in the middle of the night. As if physically assaulting his long-term life partner were not enough, following the abuse when Ms. Thomas would not comply with Mr. Conte’s demands for her to return to him, Mr. Conte proceeded to engage in repeated threats and attempts to silence Ms. Thomas including by interfering with her business endeavors, engaging in financial coercion and defaming her to their friends.

3. After violently assaulting Ms. Thomas, Mr. Conte admitted to the abuse but claimed he had been drinking to excuse his horrific conduct. Ms. Thomas has multiple photographs of her bruised body from the violent night and pictures of the damaged door. Ms. Thomas also has the handwritten note Mr. Conte left the next day in an attempt to get her back. But when Ms. Thomas did not agree to come back, Mr. Conte embarked on a vindictive campaign to further harm her.

4. Mr. Conte has worked to punish Ms. Thomas for breaking the silence around his abuse. He defamed her among mutual friends and business acquaintances, spinning a false narrative of the abuse he had inflicted. As a result of his efforts to malign her, Ms. Thomas has suffered extreme emotional distress and anguish.

5. Mr. Conte has also used financial coercion to exact further abuse. While Ms. Thomas was seeking treatment for the fallout from Mr. Conte’s violence, he cut off her health insurance and stopped paying for healthcare expenses. His decision to withhold payments breached his ongoing obligation to reimburse those expenses under a prior written agreement between the parties. Despite repeated requests, Mr. Conte has refused to fulfill his obligations.

6. Instead, Mr. Conte returned to his coercive tactics, this time to keep Ms. Thomas from speaking out. When Ms. Thomas did not agree to Mr. Conte’s proposed resolution, he threatened to force her out of the home in which she was living and to take away an important investment he had previously made for her benefit. When Ms. Thomas still did not cede to his

full demands, Mr. Conte threatened to send a locksmith to change all the locks on the house while only her children were home.

7. Mr. Conte has also used his power and influence to cut Ms. Thomas off from professional projects on which she had been relying to support herself.

8. Upon information and belief, this is not the first time Mr. Conte has physically abused a woman and tried to hide that abuse with non-disclosure agreements.

9. Ms. Thomas turns to this Court for refuge. Ms. Thomas also seeks redress for the physical, emotional harm, and reputational injury Mr. Conte intentionally caused her, and for his acts of extortion and repeated breaches of the agreement between them.

PARTIES, JURISDICTION, AND VENUE

10. Plaintiff Hillary Thomas is an individual and resident of the state of California. Ms. Thomas was in a long-term relationship with Mr. Conte for about ten years. During that time, she helped to parent his four children, along with her two children whom they raised in a blended family. She devoted her energies and her skills as a trained interior designer to increase the value of Mr. Conte's investment portfolio. During their relationship, Mr. Conte also subjected her to his verbal and physical abuse and financial coercion.

11. Defendant J-P Conte is an individual and a resident of the state of California. Mr. Conte also owns multiple properties in Aspen, Colorado. Mr. Conte was Ms. Thomas's partner from around 2012 to 2021. Mr. Conte verbally abused Ms. Thomas and also physically abused her.

12. Jurisdiction is proper in this Court pursuant to C.R.S. § 13-1-124(b) because Defendant committed the torts alleged herein in Pitkin County, Colorado.

13. Venue is proper in this Court pursuant to C.R.C.P. 98(c) because Defendant committed the torts alleged herein in Pitkin County, Colorado.

STATEMENT OF FACTS

I. Ms. Thomas Provided Valuable Contributions to the Partnership that Mr. Conte Devalued.

14. Ms. Thomas and Mr. Conte were partners for about ten years. Over that time, they lived together and integrated their families. Ms. Thomas took on a role in parenting Mr. Conte's four children, who lived in a blended family with her two children.

15. Ms. Thomas also contributed her professional skills to increase the value of many

of Mr. Conte's investment projects. Ms. Thomas is trained as an interior designer. Throughout the course of her relationship with Mr. Conte, Ms. Thomas designed the interiors and exteriors of Mr. Conte's residences and investment properties. The improvements she made to these properties contributed to significant increases in their value. Ms. Thomas also proposed investment opportunities to Mr. Conte that created wealth.

16. Among those projects, Ms. Thomas played an important role in developing property investments for Mr. Conte, including for projects in Aspen, Colorado. Ms. Thomas helped Mr. Conte select properties in which to invest and worked with Mr. Conte and developers to bring those projects to completion.

17. During meetings with Mr. Conte and one such developer, Ms. Thomas showcased her skills as an interior designer and her facility with selecting contractors and managing development projects. As a result, Ms. Thomas entered into an agreement with Mr. Conte and the developer to complete design work on one of the Aspen properties around December 2021.

18. Following Mr. Conte's violent assault on Ms. Thomas, the developer, who has received substantial business from Mr. Conte, abruptly stopped communicating with Ms. Thomas about further work under that agreement. Ms. Thomas last met with him regarding the project in February 2022. In May 2022, he did not respond to her texts regarding the project.

19. After emailing the developer twice in January 2023 regarding the project, the developer finally agreed to copy Ms. Thomas in emails with the team working on the development. Ms. Thomas has still not been copied on those emails. Ms. Thomas also requested a meeting regarding progress on the project, but the developer has not responded to that request.

20. Ms. Thomas also hoped that her work on these properties would open the door to additional professional projects with that same developer and others in Aspen who would be impressed by the quality of the finished project. Mr. Conte has prevented that outcome.

II. Mr. Conte's Violent Attack on Ms. Thomas on January 9, 2022, and Its Aftermath.

21. For Ms. Thomas, being in a relationship with Mr. Conte also meant being subjected to demeaning verbal abuse. He often abused her in public; he would demean her in front of shared friends and acquaintances, including by calling her derogatory names. The verbal abuse was constant. Unfortunately, Mr. Conte would also escalate the verbal abuse into physical violence.

22. In May 2021, with the help of a therapist, Ms. Thomas and Mr. Conte agreed to separate. They entered into a separation agreement, drafted with the help of that therapist during a remote session. Ms. Thomas did not have a lawyer to review the agreement.

23. Some months later, the two began working to reconcile. As part of that process, Ms. Thomas and Mr. Conte stayed together in Aspen, Colorado, around Christmas 2021.

24. In the middle of the night, in the early hours of January 9, 2022, Ms. Thomas and Mr. Conte were returning home after going out to dinner with friends, and then to a social establishment with the same group of friends.

25. Mr. Conte had been drinking throughout the night. When Ms. Thomas suggested she take the car and he could stay, he insisted he would come. He then proceeded to have more to drink.

26. When they left to go home sometime after midnight, Mr. Conte became enraged over a discussion about his approach to parenting one of his children. He began shouting expletives at Ms. Thomas, and then left her alone on an icy sidewalk in the winter cold while he drove home.

27. Shaken, Ms. Thomas walked home through the ice. When she got there, all the lights were on. The dogs had not been taken out, so she let them out in the backyard to relieve themselves.

28. Ms. Thomas felt she would be safer sleeping in the guest bedroom on the first floor. The master bedroom was on the second floor, and she assumed Mr. Conte was in that bedroom, a floor above her. She did not have spare pajamas in the downstairs bedroom, so she took off her clothes and got into bed.

29. Soon after Ms. Thomas got in bed, she heard loud banging on the door. Mr. Conte had come downstairs and was demanding she let him in.

30. Upon finding the door locked, Mr. Conte spun further into rage. He began bashing at the door, loosening plaster off the wall. Eventually, he was able to break through the locked door and enter the bedroom.

31. Once inside, Mr. Conte dragged Ms. Thomas out of bed, threw her on the floor, and pinned her down. He forced her to turn over as he tried to rip a ring off her ring finger and a watch from her wrist. He continued to pull despite the resistance from her finger, causing her additional pain. She begged him to stop hurting her, pleading that he take anything but let her go. He would not stop. As he attacked her, he berated her with demeaning invectives.

32. Terrified, Ms. Thomas was eventually able to shimmy out from under Mr. Conte as he was abusing her. Naked, and in a state of fear, she ran upstairs to the bathroom in the master bedroom suite where she had a bathrobe that could cover her.

33. As Ms. Thomas tried to get out of the master bedroom, Mr. Conte blocked her exit. Grabbing her, he forced her back into the bathroom, all the while continuing to ridicule her, threaten her, and demean her.

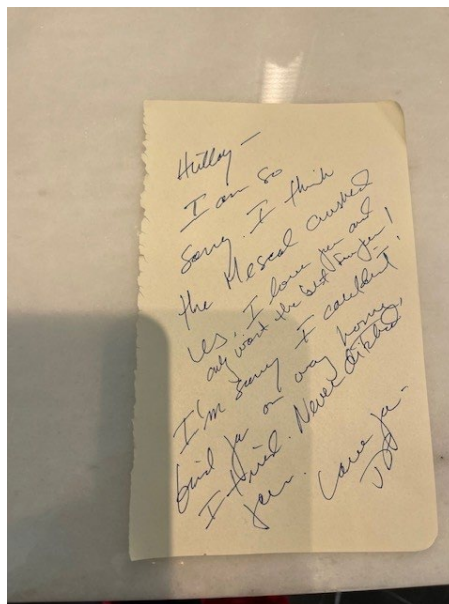
34. In the bathroom, Mr. Conte threw Ms. Thomas face-down against the hard marble. Despite her pleas through tears, he did not let up. Instead, he lifted her, only to throw her against the wall, where he barely missed gashing her head into fixtures. She tried screaming, but he only screamed over her. When confronted with her terror, he laughed at her.

35. Fearing for her life, Ms. Thomas eventually managed to get out of the bathroom, down the stairs, and to the basement level where Mr. Conte's chef stayed. She screamed for help, and the chef woke up and let her in. Ms. Thomas was sobbing.

36. Immediately after she got into the chef's room, Mr. Conte came to the door and demanded that Ms. Thomas come upstairs. Fearing for her safety, and with Mr. Conte's chef as her witness, she refused to follow Mr. Conte. Mr. Conte's chef told Mr. Conte he should leave.

37. When he did, Mr. Conte's chef told Ms. Thomas to call someone she loved. She called her sister, who was staying a half an hour away, and her sister drove in the middle of the night to come pick her up.

38. Back at her sister's house, Ms. Thomas was able to see the bruises on her body, including blunt force bruises on her palm and knees and finger-shaped bruises on her arm, and scratches from his fingernails on her back. She felt pain in her wrist and on her finger from where he tried to pull jewelry off her. The pain from her injuries was excruciating. Ms. Thomas has multiple photographs of her injuries. Ms. Thomas also has the text messages Mr. Conte sent Ms. Thomas's sister regarding the assault, *see* Exhibit A, as well as the following handwritten note Mr. Conte left the next day in an attempt to get her back.



39. Ms. Thomas also realized that hair had fallen out in a lemon-sized part of her scalp. When she went to a dermatologist, the doctor told her that the hair loss was likely stress-

induced, and gave her prescription-strength medications.

40. Finding she could not process what Mr. Conte had done to her on January 9 without professional help, Ms. Thomas began more intensive sessions with a mental health care provider.

41. Ms. Thomas also reported the assault at Response, a rape crisis center in Aspen.

42. Ms. Thomas also started to experience night terrors. To date, she continues to have night terrors, from which she wakes up screaming.

III. Mr. Conte Retaliates Against Ms. Thomas by Ceasing Payments for Ms. Thomas's Health Care, Despite Obligations to Pay.

43. Soon after Mr. Conte assaulted Ms. Thomas, he terminated Ms. Thomas's health insurance. Because Ms. Thomas had been working for Mr. Conte, she did not have access to an employer-provided health plan.

44. Ms. Thomas also continued to seek counseling from the mental health care provider to address the ongoing anguish she experienced. She trusted that Mr. Conte would reimburse those payments pursuant to his obligation under the May 2021 agreement they signed. Mr. Conte refused to pay her provider. To date, he has continued to refuse despite repeated requests from counsel.

45. Mr. Conte also violated his obligation to pay other healthcare bills that she incurred between January and April 2022. He continues to be in breach of this obligation despite repeated communications from counsel.

IV. Mr. Conte Retaliates Against Ms. Thomas in Personal and Professional Relationships.

46. In the months following the abuse, Ms. Thomas also learned that Mr. Conte was spreading a false narrative of the abuse to mutual friends and acquaintances.

47. Instead of telling the truth about his acts of violence and abuse that precipitated the deepening of the rift in their relationship, he told their friends and other people they both knew that Ms. Thomas was making up stories; that he never subjected her to violence; and that she had really hired an attorney to get money from him.

48. To Ms. Thomas's knowledge, Mr. Conte spread this narrative to numerous mutual friends in Los Angeles during a dinner in Malibu, California, in the beginning of March 2022, and to mutual contacts in Aspen in the months that followed.

49. Ms. Thomas learned as recently as December 2022 from a common friend that

Mr. Conte was continuing to spread this false narrative about the January 9 incident and its aftermath.

50. Ms. Thomas has also learned from mutual friends that, between around February 2022 and the present, Mr. Conte disclosed information about prior agreements and purchases Mr. Conte made in a way that suggested that she was benefitting from his largesse without sufficient gratitude.

51. Mr. Conte also maligned Ms. Thomas with her professional contacts. After the abuse, she was cut out of a design project she had been hired to complete for a developer in Aspen. When she attempted to communicate with the developer around May 2022, she received no response. Likewise, around June or July 2022, the architects with whom she had been working on a development project in Aspen ceased all communications.

52. Ms. Thomas still has not been able to get through to the developer to complete that project or work on any other projects with him in Aspen.

53. Ms. Thomas came to learn that Mr. Conte informed all those working on the project not to communicate with her, including the architect and the subcontractors, and so Ms. Thomas was completely cut off. All of Ms. Thomas's design work and ideas were handed over to her old assistant who now receives 100% of the credit for the years of work that Ms. Thomas had done and made every decision on. Ms. Thomas has lost all income and design credits for her labor of love that she years working on from its inception.

V. Mr. Conte Threatens to Take Action Against Ms. Thomas if She Will Not Agree to Remain Silent.

54. Mr. Conte pressed Ms. Thomas to remain silent about his violent attack on her. On June 21, 2022, while Ms. Thomas was arranging care for their shared dog, Mr. Conte told her by text that he would sell the home and cancel a significant investment she had with one of his companies if she did not agree to remain silent by July 1, 2022.

55. On June 22, 2022, knowing Ms. Thomas was out of the house, Mr. Conte threatened to send a locksmith to their shared home to change the locks. Ms. Thomas's children were in the house at the time while she was away.

VI. Mr. Conte Refuses to Fulfill His Obligations Under a May 2021 Agreement.

56. Mr. Conte has also stopped fulfilling his obligations under a 2021 agreement, despite repeated entreaties from Ms. Thomas and her counsel. These obligations include payment of Ms. Thomas's medical expenses for care she received in the wake of his abuse.

57. As part of a separation of Mr. Conte and Ms. Thomas's partnership in May of 2021, the parties entered into a written agreement in the presence of a couples' therapist they

were seeing at the time during a remote therapy session.

58. Ms. Thomas had not retained an attorney in May 2021.

59. Under the terms of that agreement, both parties were to cease communications for a two-month period.

60. By the terms of that agreement, Ms. Thomas would accept that ongoing design projects she was orchestrating at the time of the agreement would not be expanded. Those projects included work on investment properties in Aspen that Mr. Conte purchased in his name only.

61. Mr. Conte agreed to pay Ms. Thomas a total of \$20,000 over the course of a year “for design services” in the form of rent.

62. Mr. Conte also agreed to pay for certain living expenses, including for Ms. Thomas to get medical care while living in Los Angeles. Those payments were to continue for a year and to end in April 2022.

63. Mr. Conte agreed to pay tuition for her two children, who had lived with the couple during their ten-year relationship.

64. After he physically abused her in January, Mr. Conte stopped fulfilling his obligations to pay for Ms. Thomas’s healthcare expenses. At that time, those medical expenses were substantially comprised of mental health care treatment Ms. Thomas had sought in the wake of the abuse.

65. Ms. Thomas, through counsel, sent Mr. Conte a list itemizing the payments for medical care he owed and had not paid as of March 2022.

66. Mr. Conte did not respond to that correspondence.

67. In September 2022, counsel for Ms. Thomas again sent counsel for Mr. Conte a letter demanding payment for further breaches of that agreement including failure to pay the necessary medical bills and children’s tuition.

68. Mr. Conte did not respond to that correspondence.

69. To date, Mr. Conte continues to refuse payment for these overdue obligations.

70. As a result, Ms. Thomas has been saddled with unexpected costs while also cut off from any compensation from the income generated from shared investment projects.

71. All conditions precedent, if any, have been satisfied before the filing of this civil

action.

FIRST CLAIM FOR RELIEF
(Assault)

72. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs 1 through 71 as if fully set forth herein.

73. Mr. Conte intentionally committed assault when he violently broke down a locked door to attack Ms. Thomas while she was sleeping naked in bed and intentionally grabbed, threw, slammed, dragged, chased, and pinned down Ms. Thomas with force.

74. Ms. Thomas was afraid that Mr. Conte would use physical force against her. She tried to run away and screamed for help.

75. Ms. Thomas did not consent to being grabbed, thrown, slammed, dragged, chased, and pinned down to the ground or against any other surface.

76. Mr. Conte's threatening and violent acts harmed and offended Ms. Thomas and a reasonable person subjected to these threatening and violent acts would also have been offended and harmed by Defendant's aggressive, violent, and fear-instilling conduct.

77. As a direct and proximate result of Defendant's acts, Ms. Thomas has in the past and will in the future continue to suffer substantial damages, including extreme emotional distress, physical injury, pain and suffering, humiliation, fear, psychological trauma, and loss of dignity and self-esteem.

SECOND CLAIM FOR RELIEF
(Battery)

78. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs 1 through 71 as if fully set forth herein.

79. Defendant intentionally committed battery when he intentionally grabbed, threw, slammed, dragged, chased, and pinned down Ms. Thomas with force with the intent to injure Ms. Thomas physically and/or emotionally and/or to instill fear and submission in her.

80. Ms. Thomas was afraid that Mr. Conte would use physical force against her. She tried to run away and screamed for help.

81. Despite her protests and pleas, Mr. Conte did use such force.

82. Ms. Thomas did not consent to being grabbed, thrown, slammed, dragged, chased, and pinned down to the ground or against any other surface.

83. Mr. Conte's threatening and violent acts harmed and offended Ms. Thomas, and a reasonable person subjected to these threatening and violent acts would also have been offended and harmed by Defendant's aggressive, violent, and fear-instilling conduct.

84. As a direct and proximate result of Mr. Conte's acts, Ms. Thomas has in the past and will in the future continue to suffer substantial damages, including extreme emotional distress, physical injury, pain and suffering, humiliation, fear, psychological trauma, and loss of dignity and self-esteem.

THIRD CLAIM FOR RELIEF
(Extreme and Outrageous Conduct)

85. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs 1 through 71 as if fully set forth herein.

86. As a direct result of these allegations, Mr. Conte engaged in extreme and outrageous conduct against Ms. Thomas.

87. Mr. Conte's actions constitute outrageous conduct so extreme as to exceed all bounds of decency and would be regarded as atrocious and intolerable in a civilized society. Mr. Conte broke down a locked door, dragged Ms. Thomas, without clothes, out of the bed where she was sleeping, and pinned her to the ground and pulled at her limbs. He chased her through the house, threw her onto hard marble surfaces in the bathroom, and ignored her when she begged him to stop. He mocked her terror and spewed demeaning words at her while attacking her.

88. Mr. Conte intended to cause or disregarded the substantial likelihood that his actions would cause Ms. Thomas severe emotional distress.

89. Mr. Conte's extreme and outrageous conduct has caused Ms. Thomas severe emotional distress.

90. As a direct and proximate result of Mr. Conte's acts, Ms. Thomas has in the past and will in the future continue to suffer substantial damages, including extreme emotional distress, pain and suffering, humiliation, fear, psychological trauma, and loss of dignity and self-esteem.

FOURTH CLAIM FOR RELIEF
(False Imprisonment)

91. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs 1 through 71 as if fully set forth herein.

92. Mr. Conte falsely imprisoned Ms. Thomas when he intentionally confined Ms.

Thomas against her will. Mr. Conte used physical force with the intent to keep her from leaving the bedroom where she had been sleeping, despite her clear attempts to get away from him. He again used physical force to corner her in the bathroom of the master bedroom suite. While she screamed for help, he drowned out her screams with his own shouting.

93. As a result of Mr. Conte's conduct, Ms. Thomas was unable to escape first the bedroom, then the bathroom, despite her attempts to flee.

94. Mr. Conte did not have any privilege to keep Ms. Thomas in any room of the house or prevent her from fleeing from him.

95. As a direct and proximate result of Mr. Conte's acts, Ms. Thomas has in the past and will in the future continue to suffer substantial damages, including extreme emotional distress, physical injury, pain and suffering, humiliation, fear, psychological trauma, and loss of dignity and self-esteem.

FIFTH CLAIM FOR RELIEF
(Negligent Infliction of Emotional Distress)

96. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs 1 through 71 as if fully set forth herein.

97. Mr. Conte engaged in violent and dangerous conduct when he broke down a guest bedroom door that Ms. Thomas had locked to protect herself, dragged Ms. Thomas, without clothes, out of the bed where she was sleeping, pinned her to the ground and pulled at her limbs, chased her when she attempted to flee him, cornered her in a bathroom, threw her onto hard marble surfaces, and mocked her when she begged him to stop hurting her.

98. Mr. Conte's violent and dangerous conduct was negligent.

99. Mr. Conte's conduct created a foreseeable and unreasonable risk that Ms. Thomas would be physically harmed.

100. Mr. Conte's acts of physical violence and emotional abuse against Ms. Thomas caused Ms. Thomas to fear for her safety, to the point that she did not know if she would survive his attack.

101. As a direct and proximate result of Mr. Conte's acts, and the fear and distress it caused Ms. Thomas, Ms. Thomas has in the past and will in the future continue to suffer substantial damages, including extreme emotional distress, physical injury, pain and suffering, humiliation, fear, psychological trauma, and loss of dignity and self-esteem.

SIXTH CLAIM FOR RELIEF
(Defamation)

102. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs 1 through 71 as if fully set forth herein.

103. Mr. Conte communicated false public statements to third parties about Ms. Thomas, including by stating that the dispute between Mr. Conte and Ms. Thomas arose because of Ms. Thomas's attempts to take advantage of Mr. Conte's wealth and accusing Ms. Thomas of lying about his physical violence. The disputes between the parties arose over his acts of abuse and his acts of retaliation.

104. Mr. Conte's false statements maligning Ms. Thomas's character and motivations have a clear tendency to cause harm to her reputation, and to lower the public perception of that individual in their community. They also have a tendency to injure professional relationships, including in businesses relationships that depend on trust and confidence.

105. Mr. Conte made these statements knowing he was constructing a false narrative about Ms. Thomas that had a tendency to harm her reputation.

106. No privilege protects Mr. Conte's statements.

107. As a direct and proximate result of Mr. Conte's false statements, Ms. Thomas has in the past and will in the future continue to suffer damages, including, *inter alia*, injury to her reputation, harm to her ability to carry out her profession, humiliation, emotional distress, and loss of dignity and self-esteem.

SEVENTH CLAIM FOR RELIEF
(Tortious Interference with a Contract)

108. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs 1 through 71 as if fully set forth herein.

109. Ms. Thomas entered into an agreement with a developer to perform design services on two investment properties.

110. Mr. Conte was aware that Ms. Thomas had a contract to perform design services for this developer, including because Mr. Conte was a party to an agreement with Ms. Thomas and the developer related to investment properties in Aspen.

111. Mr. Conte defamed Ms. Thomas to mutual friends and acquaintances in Aspen, including by accusing her of lying about his violence against her.

112. In making these false statements, Mr. Conte intended to cause the developer to end his ongoing business relationship with Ms. Thomas.

113. Mr. Conte is aware of the influence he wields as a wealthy investor in a small community in Aspen.

114. Since Mr. Conte maligned Ms. Thomas, the developer has cut Ms. Thomas out of the remaining investment project for which she contracted to perform design work.

115. As a direct and proximate result of Mr. Conte's conduct, Ms. Thomas has in the past and will in the future continue to suffer damages, including, *inter alia*, loss of income under the agreement with the developer and further harm to her ability to carry out her profession.

EIGHTH CLAIM FOR RELIEF
(Tortious Interference with Prospective Economic Relations)

116. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs 1 through 71 as if fully set forth herein.

117. Mr. Conte was aware that Ms. Thomas was building her professional relationship with developers in Aspen, including because Mr. Conte was present in meetings with one such developer.

118. During those meetings, Ms. Thomas marketed her skills as an interior designer and her facility with managing development projects to completion.

119. In carrying out those projects, Ms. Thomas continued to build a professional relationship with the developer.

120. Ms. Thomas expected to complete two projects in Aspen and further her relationship with that developer and the architects and builders on that project to contract for future projects.

121. Mr. Conte defamed Ms. Thomas to mutual friends and acquaintances in Aspen, including by accusing her of lying about his violence against her.

122. In making these false statements, Mr. Conte intended to prevent Ms. Thomas from forming business relationships in Aspen.

123. Mr. Conte is aware of the influence he wields as a wealthy investor in a small community in Aspen.

124. Since Mr. Conte maligned Ms. Thomas, Ms. Thomas has not been able to develop a business relationship with developers in Aspen.

125. As a direct and proximate result of Defendant's conduct, Ms. Thomas has in the past and will in the future continue to suffer damages, including, *inter alia*, loss of anticipated future economic relationships with developers, architects, and builders, and harm to her ability to carry out her profession.

NINTH CLAIM FOR RELIEF
(Negligent Misrepresentation)

126. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs 1 through 71 as if fully set forth herein.

127. Mr. Conte represented that Ms. Thomas would be part of at least two development projects in Aspen in which Mr. Conte had a substantial economic interest.

128. Ms. Thomas began work on those projects believing that she would have a primary role in the interior design, as well as an important role in coordinating the work of the builders and architects.

129. Despite his representations, Mr. Conte has since directly or indirectly prevented Ms. Thomas from assuming her primary design role on the project, including by exercising his influence over others involved in the project to exclude Ms. Thomas.

130. As a direct and proximate result of Mr. Conte's conduct, Ms. Thomas has in the past and will in the future continue to suffer damages, including, *inter alia*, loss of anticipated future economic relationships with developer, architects, and builders, and harm to her ability to carry out her profession.

TENTH CLAIM FOR RELIEF
(Breach of Contract)

131. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs 1 through 71 as if fully set forth herein.

132. The parties entered into a written and signed agreement in May 2021 in the presence of a third party (the "Contract").

133. The parties negotiated the terms of the Contract during a period of separation in their relationship as life partners.

134. Under the Contract, Ms. Thomas accepted certain limitations on her professional role in pre-existing design projects, among other conditions.

135. Mr. Conte agreed to pay for certain costs that had been paid during their personal and professional relationship, including medical expenses and tuition for Ms. Thomas' children.

136. The Contract provided limited compensation for Ms. Thomas for the work she had performed on various investment properties that were in Mr. Conte's name only.

137. The parties also agreed to limitations on their communications for a limited time period.

138. Since the formation of the Contract, Plaintiff has performed her obligations under the Contract.

139. Beginning in January 2022 and continuing to the present, Defendant has stopped performing under the Contract despite ongoing contractual obligations.

140. As a result of Mr. Conte's breach of the Contract, Ms. Thomas has suffered damages legally caused by Mr. Conte, including but not limited to about \$10,000 in health care expenses and \$112,500 in tuition expenses, as well as the time and resources she has expended enforcing its terms and defending her rights.

ELEVENTH CLAIM FOR RELIEF
(Civil Extortion)

141. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs 1 through 71 as if fully set forth herein.

142. Mr. Conte intentionally engaged in acts of extortion against Ms. Thomas, including acts that amount to crimes of extortion under Colo. Rev. Stat. § 18-3-207.

143. Mr. Conte caused to be sent to Ms. Thomas notice that he would be selling the property where she was living if she did not agree to the terms of his proposed non-disclosure agreement by July 1, 2022. He also threatened that he would send a locksmith to change the locks on Ms. Thomas if she did not sign his proposed agreement by then. Through these acts, Mr. Conte has threatened to cause Ms. Thomas's forcible removal from the home where she was living without process.

144. Mr. Conte has taken these actions because Plaintiff refused to agree to stay silent about his physical abuse.

145. Mr. Conte intentionally used force and/or fear with the purpose of causing Ms. Thomas to give up her rights.

146. As a result of Mr. Conte's actions, Ms. Thomas has suffered damages in an amount to be determined at trial, including but not limited to the time and resources she has spent

protecting herself from Mr. Conte's threats.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

RESERVATION OF RIGHTS

Plaintiff expressly reserves all rights accorded under Colorado law, including, but not limited to, the right to amend and/or supplement this pleading to seek exemplary damages under C.R.S. § 13-21-102 in light of new or additional factual information gathered throughout the disclosure and discovery phases of the litigation.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in her favor and against Defendant as follows:

- A. Finding that Defendant committed the torts of assault, battery, extreme and outrageous conduct, false imprisonment, negligent infliction of emotional distress, defamation, tortious interference, negligent misrepresentation, and civil extortion, and is liable for breach of contract;
- B. Awarding Plaintiff damages in an amount to be proven at trial;
- C. Awarding Plaintiff her costs and attorneys' fees in accordance with Colorado law;
- D. Awarding Plaintiff pre- and post-judgment interest;
- E. For judgment against Defendant on all claims asserted herein;
- F. For actual, compensatory, restitutionary, and/or special damages according to proof, including interest;
- G. For restitution according to proof;
- H. For disgorgement of benefits unjustly retained by Defendant;
- I. For injunctive relief requiring Defendant to cease acts of extortion;
- J. For any and all such other and further relief as this Court deems just and proper under the circumstances.

Dated: September 21, 2023

Respectfully submitted,

GARFIELD & HECHT, P.C.

/s/ Christopher D. Bryan
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