

<p>DISTRICT COURT, LARIMER COUNTY, COLORADO</p> <p>Court Address: 201 La Porte Ave, Suite 100 Ft. Collins, CO 80521</p>	<p>DATE FILED: July 3, 2018 2:30 PM FILING ID: 3BAE6187BA724 CASE NUMBER: 2018CV30648</p>
<p><b>Plaintiff:</b> TIFFANY PHILLIPS, individually, and UNIVERSAL PRAXIS, LLC, a Colorado Limited Liability Company</p> <p><b>Defendant:</b> CALISTA CORPORATION, an Alaska Corporation, ANDREW GUY, individually, and GEORGE OWLETUCK, individually</p>	<p>▲ COURT USE ONLY ▲</p>
<p>Attorneys (for Plaintiff):</p> <p>Attorneys: David Lichtenstein, #11408 Matt Molinaro, #47814 Kristina Rosett, #50309</p> <p>Address: Law Office of David Lichtenstein, LLC 1556 Williams Street, Suite 100 Denver, CO 80218</p> <p>E-Mail: <a href="mailto:dave@lichtensteinlaw.com">dave@lichtensteinlaw.com</a> <a href="mailto:matt@lichtensteinlaw.com">matt@lichtensteinlaw.com</a> <a href="mailto:kristina@lichtensteinlaw.com">kristina@lichtensteinlaw.com</a></p> <p>Telephone: (303) 831-4750 Fax: (303) 863-0835</p>	<p>Case No.:</p> <p>Courtroom:</p>
<p style="text-align: center;"><b>COMPLAINT</b></p>	

Plaintiff complains as follows:

### INTRODUCTORY STATEMENT

In July 2017 Tiffany Phillips was contacted by Calista Corporation, an Alaska Native Corporation, and invited to submit a proposal for Calista to acquire or license valuable patents held by her company, Universal Praxis. While Ms. Phillips worked tirelessly to put together the proposal, she was subjected to shocking and incessant sexual and romantic solicitations, messages, and other conduct by her point of contact, Calista's former Government Relations Liaison, George Owletuck. Ms. Phillips complained about Mr. Owletuck to Calista's President and CEO, Andrew Guy, and to its former Director of Business Development, but Calista

substantially delayed in addressing her complaints. Then, after it completed its investigation, Calista summarily rejected her company's proposal, which she had been assured was all but a "done deal" before she complained about Mr. Owletuck's conduct. The episode, and the egregious treatment by Calista's agents, have caused substantial economic losses and emotional distress to Ms. Phillips and her company.

### **GENERAL ALLEGATIONS**

1. Plaintiff Tiffany Phillips is a resident of Estes Park, Larimer County, Colorado.
2. Plaintiff Universal Praxis LLC (Universal Praxis) is a Colorado Limited Liability Company.
3. Universal Praxis is a construction consulting firm that holds rights to patents for a blast- and electromagnetic pulse-resistant building construction system (the Patents).
4. Ms. Phillips is the manager of Universal Praxis.
5. Defendant Calista Corporation (Calista) is an Alaska Corporation having its principal place of business in Anchorage, Alaska.
6. Calista is one of the Alaska Native Regional Corporations created under the Alaska Native Claims Settlement Act of 1971 in settlement of aboriginal land claims.
7. Calista is not authorized to do business in Colorado.
8. Upon information and belief, and in anticipation of likely evidentiary support after a reasonable opportunity for discovery, Calista, through a subsidiary owns and operates rental property in Colorado as a member of or partner in a joint venture.
9. Defendant Andrew Guy at all relevant times was a resident of Anchorage, Alaska.
10. Andrew Guy is, and was at all relevant times, the President and CEO of Calista.
11. George Owletuck is Calista's former Government Relations Liaison.
12. As Calista's Government Relations Liaison, Mr. Owletuck had frequent occasion to travel on business throughout the United States.
13. George Owletuck is currently believed to be residing in Ecuador.
14. Venue is proper because this action concerns torts and breaches of contract committed in Larimer County.
15. The Patents have potential valuable governmental, security, and general construction applications.
16. Universal Praxis has invested approximately \$1 million in developing the Patents.

17. On July 9, 2017, Mr. Guy and Mr. Owletuck learned from Ms. Phillips's ex-husband of Universal Praxis and the existence of the Patents.
18. In addition to their business relationship, Mr. Guy and Mr. Owletuck were long-time personal friends.
19. On July 9, 2017, Mr. Owletuck contacted Ms. Phillips on behalf of Calista to direct an invitation to her, in Colorado, to submit a proposal to sell or license the Patents to Calista.
20. Before July 9, 2017, Mr. Owletuck had been counseled and reprimanded on a number of occasions about complaints concerning his inappropriate behavior towards female employees at Calista, among other issues.
21. As of July 9, 2017 Mr. Guy was aware of most, if not all, of these complaints.
22. In the July 9 call, and in subsequent communications with Ms. Phillips, Mr. Owletuck advised her that she needed to set the value of Universal Praxis's proposal at approximately \$50 million to have it seriously considered by Calista.
23. On July 11, 2017, Mr. Owletuck placed a telephone call to Ms. Phillips in which he advised her that he was Mr. Guy's "right-hand man" and had a great deal of influence over Mr. Phillips's prospects for a successful proposal to Calista.
24. On July 12, 2017, Mr. Owletuck placed a telephone call to Ms. Phillips in Colorado that exceeded 30 minutes in length.
25. In the July 12 call, and regularly after that call, Mr. Owletuck urged Ms. Phillips to invite Mr. Guy and other representatives of Calista to travel to Colorado to finalize the acquisition of the rights to the Patents.
26. From July 10, 2017 through August 23, 2017, Mr. Owletuck engaged in a series of frequent communications with Ms. Phillips by text messages, emails, and telephone conversations.
27. Mr. Owletuck initiated over 1,000 of these contacts.
28. Many of the text messages and emails from Mr. Owletuck were romantic and/or sexually suggestive.
29. Ms. Phillips regularly responded to Mr. Owletuck's overtures by reminding him that their relationship was not romantic or sexual in any way.
30. On July 24, 2017, Ms. Phillips's birthday, or the following day, Mr. Owletuck had a bouquet of flowers delivered to her Larimer County home.
31. Ms. Phillips operated Universal Praxis out of her home.

32. On July 29, 2017, Ms. Phillips received from Mr. Owletuck a package of black and pink panties and massage oils purchased from Victoria's Secret.
33. The package was opened by Ms. Phillips's children, including her 11-year-old son.
34. On or about July 30, 2017, Mr. Owletuck sent Ms. Phillips a six-page handwritten letter stating, among other things, "My first thoughts upon awakening are of you," "For a lifetime, my soul has been yearning to connect with the person that you are," "I hope you love black and pink lace," and "my heart is yours truly," and signed "with love."
35. The letter also advised Ms. Phillips of Mr. Owletuck's intent to move to Colorado, and to divorce his wife.
36. Ms. Phillips confronted Mr. Owletuck and advised him that the purpose of their relationship was to agree on a business venture between Universal Praxis and Calista, and that his behavior was inappropriate.
37. Mr. Owletuck responded that the gifts were intended only as a test to assure that Ms. Phillips was of sufficient moral character to engage in a business venture with Calista, and that she had passed the test.
38. In an email to Ms. Phillips of August 4, 2017, Mr. Owletuck reiterated, "Hope you like black & pink."
39. During the first week of August 2017, Ms. Phillips learned that Mr. Owletuck was planning to bring his daughter to Colorado to live at a lodge operated by Ms. Phillips's ex-husband.
40. On August 8, 2017 Mr. Owletuck emailed Ms. Phillips to convey that Mr. Guy had asked "when are we getting an invitation from you & your company to see your facilities & mock-up?"
41. Ms. Phillips had previously been made aware that Mr. Owletuck also had a niece who had been living at the lodge for approximately one year.
42. In early August, Mr. Owletuck advised Ms. Phillips that when he brought his daughter to Ms. Phillips's ex-husband's lodge, he wished to meet with Ms. Phillips in person.
43. Mr. Guy was the godfather of Mr. Owletuck's daughter.
44. Mr. Owletuck advised Ms. Phillips that Mr. Guy wanted Mr. Owletuck to meet with her in Colorado in order to have Universal Praxis's proposal submitted and finalized.
45. Ms. Phillips responded that Mr. Owletuck was not welcome to meet with her.
46. On August 19, 2017. Mr. Owletuck drove to Ms. Phillips's home in Estes Park, stopped, and stayed on the street in front of her home for several minutes.

47. Ms. Phillips called Mr. Owletuck to express that she was very upset by his behavior, and by his coming to her home.
48. Mr. Owletuck responded that Ms. Phillips had mentioned that she might sell her home, and told her he was looking at real estate while dropping his daughter off in Estes Park.
49. Ms. Phillips agreed to meet Mr. Owletuck the following morning at a public restaurant.
50. At the meeting at the restaurant, Ms. Phillips reiterated to Mr. Owletuck that their relationship was solely for business purposes.
51. Ms. Phillips continued to communicate with Mr. Owletuck to move forward with a proposal to Calista.
52. On August 22, 2017, Ms. Phillips submitted to Mr. Guy Universal Praxis's proposal, which was based on a valuation of approximately \$50 million.
53. The following day, Mr. Guy rejected Universal Praxis's proposal as a "nonstarter" because of the amount of the valuation.
54. Ms. Phillips told Mr. Owletuck that Mr. Guy rejected the proposal because the valuation he told her to use was too high, and expressed her frustration at him for telling her she had to use the high valuation.
55. Mr. Owletuck responded by recommending to Ms. Phillips that she work with a "business mentor," implying that the valuation issue was due to her lack of experience rather than his recommendation to use the high valuation..
56. Ms. Phillips responded to Mr. Guy that she agreed that the \$50 million valuation for the proposal was too high, and told Mr. Guy that she wanted to set a time to discuss the uncomfortable experience she had with Calista.
57. On August 23 or 24, 2017, Ms. Phillips received a second delivery of Victoria's Secret lingerie ordered by Mr. Owletuck.
58. On August 29, 2017, Ms. Phillips, in Colorado, and Mr. Guy, and in Alaska, had a telephone conversation.
59. In the conversation, Mr. Guy, referencing Mr. Owletuck's conduct, stated that he was sorry that Ms. Phillips had been mistreated and that she felt uncomfortable.
60. Mr. Guy advised Ms. Phillips in the conversation that he had already made arrangements for Calista's Director of Business Development, Jim St. George, to replace Mr. Owletuck as Ms. Phillips's new contact, and that she would never have to deal with Mr. Owletuck again.
61. After Mr. Guy apologized to her and told her Mr. St. George had been assigned as her new contact, Ms. Phillips, in the same conversation, responded to Mr. Guy that she had

never been treated more disrespectfully or grossly by anyone in her life, and that Mr. Owletuck was a detrimental liability to Calista.

62. Ms. Phillips went on to describe the nature of Mr. Owletuck's sexually suggestive communications with her, and told Mr. Guy about the shipments of Victoria's Secret products.
63. Specifically, Ms. Phillips told Mr. Guy in the conversation that she did not think it was Calista's policy to send panties and massage oil to prospective acquisitions.
64. During the conversation, Ms. Phillips reaffirmed her commitment to contracting with Calista and told Mr. Guy that she would revise the proposal to set forth a more accurate valuation.
65. Mr. Guy made a memorandum of the conversation confirming that Ms. Phillips told him, among other things, that Mr. Owletuck had sent over 1,000 communications to her, that he had stopped at her home uninvited, that she was offended, that she had had a "terrible experience" with Mr. Owletuck, and that the \$50 million valuation had originated with Mr. Owletuck.
66. On September 6, 2017, Ms. Phillips had her first contact with Mr. St. George.
67. In this conversation on September 6, 2017, Ms. Phillips advised Mr. St. George of Mr. Owletuck's inappropriate behavior, including the deliveries of flowers and Victoria's secret products.
68. In the conversation, Mr. St. George apologized for Mr. Owletuck's behavior, and told Ms. Phillips that he was not surprised by it, that he knew Mr. Owletuck was untrustworthy, and that he had been trying to alert management about Mr. Owletuck for a long time.
69. Mr. St. George suggested that Ms. Phillips contact Calista's Human Resources department about Mr. Owletuck, but said he would keep working with her on the Universal Praxis proposal.
70. Ms. Phillips continued to work on revising the Universal Praxis proposal.
71. Ms. Phillips delayed reporting Mr. Owletuck's conduct directly to Calista's Human Resources department so that she could concentrate on the proposal, and not endanger the prospects for the proposal being accepted by complaining about Mr. Owletuck.
72. Mr. St. George subsequently advised Ms. Phillips that Calista could not finish the acquisition of the Patents until Ms. Phillips spoke to Human Resources.
73. In mid-October 2017, Calista placed Mr. Owletuck on administrative leave.
74. On October 20, 2017, Heather Spear, Calista's Human Resources director, contacted Ms. Phillips to arrange a meeting to discuss the details of Mr. Owletuck's conduct.

75. Ms. Spear, Ms. Phillips, Calista's acting General Counsel, and representatives of Universal Praxis participated in a telephone conversation on or about October 27, 2017.
76. Following the conversation, Ms. Spear arranged for an investigation of Mr. Owletuck's conduct by outside counsel.
77. The investigation by outside counsel, Ranae Saade, included her traveling to Colorado to interview Ms. Phillips.
78. On November 14, 2017, Ms. Saade issued her investigation report, which concluded that it was likely that Mr. Owletuck violated Calista's policies against discrimination and harassment (as well its policies pertaining to confidentiality and conflicts of interest).
79. On December 1, 2017 Ms. Phillips submitted a new proposal from Universal Praxis with a valuation of approximately \$5 million.
80. On December 13, 2017 Calista's General Counsel sent a letter to Universal Praxis's business counsel.
81. The letter stated that Calista was no longer interested in purchasing or licensing the Patents.
82. The letter included no further explanation of why Calista would no longer pursue purchasing or licensing the Patents.
83. The letter also advised that Calista had terminated Mr. Owletuck's employment.
84. During the course of her dealings with Mr. Owletuck, and in particular, after the December 13, 2017 letter, Ms. Phillips became despondent and found it difficult to focus on her work.
85. Ms. Phillips's course of dealing with Mr. Guy, Mr. Owletuck, and Calista caused her emotional distress, humiliation, loss of enjoyment of life, and inconvenience.
86. Universal Praxis lost other business opportunities, both because of Ms. Phillips's inability to focus on her work, and because of the amount of time and energy Ms. Phillips had spent pursuing the prospect of a contract with Calista.
87. In a May 4, 2018 press release that did not name either Mr. Owletuck or Ms. Phillips, Calista denied that Mr. Owletuck had sexually harassed Ms. Phillips, described any allegation that he had done so to be inflammatory, and asserted that Ms. Phillips had "never even claimed that the former employee [Mr. Owletuck] had sexually harassed her."

**FIRST CLAIM FOR RELIEF**  
(Negligent Retention and Supervision – Calista)

88. The foregoing allegations are realleged and incorporated by reference.
89. Calista knew that its employee, Mr. Owletuck, posed a risk of harm to Plaintiffs.
90. The harm that occurred was a foreseeable manifestation of that risk.
91. Calista had a duty to protect Plaintiffs from the harm they suffered.
92. Calista breached its duty by retaining Mr. Owletuck as an employee, and by failing to supervise him, despite its knowledge of the risk he posed to Plaintiffs.
93. Calista knew that the harm from its retention of Mr. Owletuck and its failure to supervise his interactions with Ms. Phillips would occur in Colorado.
94. As a direct and proximate result of Calista's failure, Calista ended its efforts to pursue an agreement to license or purchase the Patents.
95. As a direct and proximate result of Calista's failure, Plaintiffs have suffered economic and noneconomic damages as described in paragraphs 85 and 86 above.

**SECOND CLAIM FOR RELIEF.**  
(Breach of Contract – third party beneficiary – Calista and Andrew Guy)

96. The foregoing allegations are realleged and incorporated by reference.
97. At all relevant times, Calista had in place a Code of Business Ethics and Conduct for Directors (the Code).
98. The Code provided, among the things, that directors were not to engage in unlawful discrimination, or discrimination or harassment against Calista's guests and vendors, including "unreasonable, repeated, or inappropriate verbal, sexual, or physical conduct" having the purpose or effect of "interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment."
99. Plaintiffs were intended beneficiaries of the provisions of the Code.
100. Calista and Mr. Guy breached the Code by, among other things, tolerating Mr. Owletuck's conduct with respect to Ms. Phillips.
101. Calista and Mr. Guy knew that the harm from their breaches of the Code would occur in Colorado.
102. As a direct and proximate result of Calista's and Mr. Guy's breach, Plaintiffs have suffered economic and noneconomic damages as described in paragraphs 85 and 86 above.



### **THIRD CLAIM FOR RELIEF**

(Retaliation – Calista)

103. The foregoing allegations are realleged and incorporated by reference.
104. The Code implicitly prohibits retaliation against a person or entity that reports discrimination or harassment.
105. Ms. Phillips, for herself and Universal Praxis, reported Mr. Owletuck's discriminatory and harassing conduct to Calista, and cooperated in Calista's investigation.
106. As a result of Ms. Phillips's reporting and cooperation, Calista terminated all efforts to pursue an arrangement to purchase or license the Patents.
107. Calista knew that the harm from its retaliatory conduct would occur in Colorado.
108. As a direct and proximate result of Calista's failure, Plaintiffs have suffered economic and noneconomic damages as described in paragraphs 85 and 86 above.

### **FOURTH CLAIM FOR RELIEF.**

(Tortious interference with prospective business advantage – Andrew Guy)

109. The foregoing allegations are realleged and incorporated by reference.
110. Mr. Guy directed, or was complicit in, the decision to deny Universal Praxis's second proposal.
111. Mr. Guy was motivated to obscure or conceal Mr. Owletuck's conduct toward Ms. Phillips and to harm Ms. Phillips.
112. Mr. Guy's motivation to obscure or conceal Mr. Owletuck's conduct arose from his wish to conceal his own role in tolerating that conduct, and from his personal relationship with Mr. Owletuck.
113. Mr. Guy's efforts to obscure or conceal Mr. Owletuck's conduct were contrary to the interests of Calista.
114. Mr. Guy's efforts to obscure or conceal Mr. Owletuck's conduct violated the Code.
115. Mr. Guy's efforts to obscure or conceal Mr. Owletuck's conduct were a breach of his fiduciary duty to Calista.
116. Mr. Guy acted intentionally in directing or participating in the decision to deny Universal Praxis's second proposal.
117. In directing or participating in the decision to deny Universal Praxis's second proposal, Mr. Guy acted outside of the course and scope of his employment by and responsibilities to Calista.

118. Mr. Guy's actions in directing or participating in, the decision to deny Universal Praxis's second proposal were improper.

119. Mr. Guy's actions alleged in this Fourth Claim for Relief tortiously interfered with Universal Praxis's prospective business advantage.

120. Mr. Guy knew that the harm from his tortious interference would occur in Colorado.

121. As a direct and proximate result of Mr. Guy's actions alleged in this Fourth Claim for Relief, Plaintiffs have suffered economic and noneconomic damages as described in paragraphs 85 and 86 above.

#### **FIFTH CLAIM FOR RELIEF.**

(Assault – George Owletuck)

122. The foregoing allegations are realleged and incorporated by reference.

123. Mr. Owletuck's actions toward Ms. Phillips, as alleged above, were taken with the intent of putting Ms. Phillips in apprehension of a contact.

124. Mr. Owletuck's conduct placed Ms. Phillips in apprehension of an imminent contact with him.

125. Such contact was or appeared to be harmful or offensive.

126. Mr. Owletuck's conduct was attended by circumstances of willful and wanton conduct.

127. As a direct and proximate result of Mr. Owletuck's conduct, Ms. Phillips has suffered economic and noneconomic damages as described in paragraphs 85 and 86 above.

#### **SIXTH CLAIM FOR RELIEF.**

(Intentional infliction of emotional distress/outrageous conduct– George Owletuck)

128. The foregoing allegations are realleged and incorporated by reference.

129. Mr. Owletuck's conduct was extreme and outrageous.

130. Mr. Owletuck's conduct intentionally or recklessly caused Ms. Phillips severe emotional distress.

131. Mr. Owletuck's conduct was attended by circumstances of willful and wanton conduct.

132. As a direct and proximate result of Mr. Owletuck's extreme and outrageous conduct, Ms. Phillips has suffered economic and noneconomic damages as described in paragraphs 85 and 86 above.

## DEMAND FOR JUDGMENT

Plaintiffs, Tiffany Phillips and Universal Praxis, LLC, request judgment in their favor and against Defendants Calista Corporation, Andrew Guy, and George Owletuck, for

- A. Economic damages suffered by Ms. Phillips, including lost earnings and lost future earning capacity;
- B. Economic damages suffered by Universal Praxis LLC, including the loss of the value of the prospective contract for the sale or license of the Patents to Calista;
- C. Non-economic damages suffered by Ms. Phillips, including inconvenience, humiliation, loss of enjoyment of life, and emotional stress.
- D. Costs; and
- E. Such other relief as the Court deems proper.

This document, with original or scanned signatures, is available for inspection at the office of undersigned counsel.

s/ David Lichtenstein  
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