

DISTRICT COURT CITY AND COUNTY OF DENVER, COLORADO Court Address: 1437 Bannock Denver, Colorado 80202	
Plaintiff: PAMELA WHITE HADAS Defendants: THOMAS C. MILLER; JUDITH PHILLIPS; and JUDITH PHILLIPS PHOTOGRAPHY	▲ COURT USE ONLY ▲
Mark J. Appleton, No. 14550 Robinson Waters & O'Dorisio, P.C. 1099 18th Street, Suite 2600 Denver, CO 80202-1926 Phone Number: 303-297-2600 FAX Number: 303-297-2750 E-mail: mappleton@rwolaw.com Counsel for Plaintiff	Case Number: Division: Courtroom:
COMPLAINT AND JURY DEMAND	

Plaintiff, Pamela White Hadas, by and through her attorneys, Robinson, Waters & O'Dorisio, P.C., hereby submits her Complaint and alleges as follows:

I. JURISDICTION, VENUE AND GENERAL ALLEGATIONS

1. Plaintiff, Pamela White Hadas ("Pamela Hadas"), presently resides at 2908 10th Street N.W., Albuquerque, New Mexico.
2. Defendant, Thomas C. Miller ("Thomas Miller"), at the present time is a resident of the City and County of Denver, Colorado and resides at 24 East Ellsworth Avenue, Denver, Colorado.
3. Defendant, Judith Phillips, is the wife of Thomas Miller who also at the present time is a resident of the City and County of Denver, Colorado and resides at 24 East Ellsworth Avenue, Denver, Colorado.
4. Defendant, Judith Phillips Photography, has its principal place of business in the City and County of Denver, Colorado.

5. Jurisdiction and venue are proper as the amount of damages in the instant litigation stated herein meets the jurisdictional requirement and pursuant to C.R.C.P 98 (c), all Defendants presently reside or have their principal place of business in the City and County of Denver, Colorado.

6. During the period in question, Pamela Hadas was a school teacher who lived alone after moving to Boulder, Colorado to accept a teaching position.

7. After renting an apartment in Boulder, she through coincidence discovered while walking down the street from her apartment that a person she had previously had as a student many years earlier in a different State, Defendant, Thomas Miller, happened to live just down the street from her. Thomas Miller was living with Defendant, Judith Phillips and introduced Judith Phillips to Pamela Hadas as a new neighbor.

8. Since the last time Pamela Hadas had seen Thomas Miller, Thomas Miller had gone to law school and he had brought this fact to Pamela Hadas' attention.

9. Thomas Miller also impressed upon Pamela Hadas that he was actually a friend of hers and since Pamela Hadas lived all by herself in a new town, he was going to take it on himself to look after Pamela Hadas, emphasizing that he had her own best interest in mind, that Pamela Hadas could rely on Thomas Miller and that Thomas Miller would assist her, among other things, with her personal and financial affairs and the like.

10. Pamela Hadas was experiencing severe depression and other problems which were known to Defendants, Thomas Miller and Judith Phillips.

11. In light of Pamela Hadas' severe depression and weakened and fragile mental state and condition known to Defendants, Defendants intentionally and purposely undertook a course of conduct and action to take advantage of Pamela Hadas' weakened mental state and condition in order to separate Pamela Hadas from her money and assets for the financial benefit of Defendants.

12. After living and working in Boulder, Colorado for a period of time, Pamela Hadas decided she would like to buy a house in the area. As part of the purchase, Thomas Miller informed Pamela Hadas that he would assist her in such undertaking and that he needed copies of her financial records reflecting her assets and funds under the guise that he was somehow helping or assisting Pamela Hadas. Over time, Defendants did in fact obtain copies of all of Pamela Hadas' financial records and as a result, became aware of all of Pamela Hadas' assets and funds.

13. After becoming aware of Pamela Hadas' assets and funds and knowing Pamela Hadas' severe depression and weakened mental state and problems, Thomas Miller and Judith Phillips began to pressure and continued to pressure Pamela Hadas to make a series of "loans" to Defendants as well as to advance other monies on Defendants' behalf and benefit. Such loans

and advances are in excess of a principal amount of \$119,869.13 (one hundred nineteen thousand eight hundred sixty nine dollars and thirteen cents) plus interest accruing at the rate of 8% per annum. At the present time, none of the loans or advances have ever been repaid in any amount to Pamela Hadas by Defendants even though demand has been made on such loans and advances.

14. Defendants are in default on such loans and advances in an amount in excess of \$150,565.17 (one hundred fifty thousand five hundred sixty five dollars and seventeen cents), including interest.

15. As Pamela Hadas continued to sink deeper into a more severe state of depression and fragile mental state and condition, Defendants knowingly seized upon this opportunity and continued to pressure Pamela Hadas with the ultimate goal of wresting more assets and funds away from Pamela Hadas.

16. For example, Defendants convinced Pamela Hadas to sell her house down the block from Defendants in Boulder, Colorado and to purchase the house next door to Defendants' house for the purported reason that Defendants would then be better able to look after Pamela Hadas in light of her weakened mental state and condition and the fact that Pamela Hadas had no one else close by or in the area to care for her.

17. As a result of Defendants' continued insistence that Pamela Hadas needed to purchase the house next to Defendants' house for her own good and well being, Pamela Hadas did in fact purchase the house and moved in next door to Defendants.

18. After having Pamela Hadas move next door to Defendants, Defendants then unilaterally took steps to try and have Pamela Hadas committed or institutionalized for several years in an out of State facility. In other words, Defendants attempted to have Pamela Hadas basically shipped off and locked up against her will in a different State with no one to protect her from Defendants and their illegal scheme. Defendant, Thomas Miller, even bragged to people that after he was able to have Pamela Hadas institutionalized in an out of State lock-up facility, Defendants were going to rent out Pamela Hadas' house next door and Defendants were going to just take or pocket the rent money generated by Pamela Hadas' house.

19. Defendants even tried to convince Pamela Hadas to sign powers of attorney over to Defendants as to Pamela Hadas' assets and property which would give Defendants complete control over Pamela Hadas' assets and property. Namely, Defendants would then be able to sell Pamela Hadas' assets and property, to withdraw the proceeds from such sales and to even withdraw money directly from Pamela Hadas' bank and brokerage accounts.

20. At or about this time and also as part of Defendants' scheme, even though Pamela Hadas had continued to teach her classes as part of her teaching job at the school, Defendant, Thomas Miller, unilaterally and without permission or authority to do so, contacted Pamela

Hadas' school/employer and informed the school/employer that Pamela Hadas would not be coming back to work and that the school/employer should find someone else to fill Pamela Hadas' job/teaching position at the school since Pamela Hadas would no longer be working there.

21. As a result of Defendants' undue influence and outrageous conduct towards Pamela Hadas, such conduct also proximately caused non-economic injury, loss and damage to Pamela Hadas in an amount not to exceed \$250,000 (two hundred fifty thousand dollars).

22. Upon information and belief, Defendant, Judith Phillips Photography, is the alter ego of Defendants, Judith Phillips and Thomas Miller and was and is used as a mere instrumentality for transacting the affairs of Judith Phillips and Thomas Miller without regard to a separate and independent corporate existence and received certain proceeds and funds from the loans and advances by Pamela Hadas alleged herein.

II. CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

(Breach Of Contract)

23. Plaintiff, Pamela Hadas, hereby incorporates the preceding paragraphs contained in the Complaint as if duly set forth herein.

24. Pamela Hadas and Defendants entered into agreements to have Pamela Hadas loan or advance principal amounts to Defendants in excess of \$119,869.13 plus interest.

25. Defendants have failed to repay any of the loans or advances to Pamela Hadas, are in default and have breached such agreements.

26. As a proximate result of Defendants' failure to repay the loans and advances to Pamela Hadas and breach of agreements, Pamela Hadas has been damaged in an amount to be proven at trial.

SECOND CLAIM FOR RELIEF

(Unjust Enrichment)

27. Plaintiff, Pamela Hadas, hereby incorporates the preceding paragraphs contained in the Complaint as if duly set forth herein.

28. Defendants wrongfully received the benefit of funds from Pamela Hadas in excess of \$119,869.13 which Defendants have not returned or paid back to Pamela Hadas.

29. Defendants have been unjustly enriched by such funds and benefits which in equity and good conscience must be returned or paid back to Pamela Hadas in an amount to be proven at trial.

THIRD CLAIM FOR RELIEF
(Conversion)

30. Plaintiff, Pamela Hadas, hereby incorporates the preceding paragraphs contained in the Complaint as if duly set forth herein.

31. Defendants wrongfully received or converted property belonging to Pamela Hadas.

32. Under the equitable doctrine of conversion, under the facts and circumstances, Defendants must return the wrongfully received or converted property to Pamela Hadas in an amount to be proven at trial.

FOURTH CLAIM FOR RELIEF
(Quantum Meruit/Restitution)

33. Plaintiff, Pamela Hadas, hereby incorporates the preceding paragraphs contained in the Complaint as if duly set forth herein.

34. Defendants have received the benefit of in excess of \$119,869.13 from Pamela Hadas which they have not paid back or returned to Pamela Hadas.

35. As a result of Defendants' conduct, implied in fact contracts are formed for the benefit of Pamela Hadas under the legal principles of quantum meruit/restitution.

36. Defendants' breach of such implied in fact contracts have proximately caused damage or injury to Pamela Hadas in an amount to be proven at trial.

FIFTH CLAIM FOR RELIEF
(Money Had & Received)

37. Plaintiff, Pamela Hadas, hereby incorporates the preceding paragraphs contained in the Complaint as if duly set forth herein.

38. Defendants wrongfully received the benefit of funds belonging to Pamela Hadas in an amount in excess of \$119,869.13.

39. Such funds in equity and good conscience must be returned or paid back to Pamela Hadas by Defendants.

40. Under the equitable doctrine of money had and received, Defendants are liable to return or pay back to Pamela Hadas the funds which have benefitted Defendants in an amount to be proven at trial.

SIXTH CLAIM FOR RELIEF
(Civil Conspiracy)

41. Plaintiff, Pamela Hadas, hereby incorporates the preceding paragraphs contained in the Complaint as if duly set forth herein.

42. Defendants acted in concert to try to deprive Pamela Hadas of funds in excess of \$119,869.13.

43. Defendants agreed that they would obtain such funds from Pamela Hadas under false promises, pretenses and representations to Pamela Hadas that Defendants would in fact repay such funds and advances knowing full well at the time of such promises and representations that Defendants had no intention of ever repaying Pamela Hadas for any such funds and advances.

44. Defendants knew and agreed among the Defendants at the time of such promises and representations that Defendants had no intention of ever repaying Pamela Hadas for such funds and advances.

45. Defendants committed overt acts by taking and depriving Pamela Hadas of in excess of \$119,869.19 with no intention of ever repaying Pamela Hadas for such funds and advances.

46. Defendants' wrongful and unlawful conduct proximately caused damage or injury to Pamela Hadas in an amount to be proven at trial.

SEVENTH CLAIM FOR RELIEF
(Outrageous Conduct)

47. Plaintiff, Pamela Hadas, hereby incorporates the preceding paragraphs contained in the Complaint as if duly set forth herein.

48. Under the facts and circumstances, Defendants engaged in extreme and outrageous conduct towards Plaintiff, Pamela Hadas.

49. Defendants engaged in such conduct recklessly or with the intent of causing Pamela Hadas severe emotional distress.

50. Pamela Hadas incurred or experienced severe emotional distress which was proximately caused by Defendants' conduct.

51. Defendants' conduct has caused economic and non-economic losses, damage and injury to Pamela Hadas in an amount to be proven at trial.

EIGHTH CLAIM FOR RELIEF
(Constructive Trust)

52. Plaintiff, Pamela Hadas, hereby incorporates the preceding paragraphs contained in the Complaint as if duly set forth herein.

53. Under the facts and circumstances, including Pamela Hadas' severe depression and weakened mental state and condition which was known by Defendants and Defendants' efforts to use undue influence over Pamela Hadas in her weakened mental state and condition to obtain monetary funds from Pamela Hadas, a constructive trust must be imposed over such funds taken from Pamela Hadas by Defendants.

54. A constructive trust for the benefit of Pamela Hadas must be imposed on funds and assets taken by Defendants from Pamela Hadas in an amount in excess of \$119,869.13

NINTH CLAIM FOR RELIEF
(Alter Ego/Piercing The Corporate Veil)

55. Plaintiff, Pamela Hadas, hereby incorporates the preceding paragraphs contained in the Complaint as if duly set forth herein.

56. Upon information and belief, Defendant, Judith Phillips Photography, is the alter ego of Defendants, Judith Phillips and Thomas Miller and was and is used as a mere instrumentality for transacting the affairs of Judith Phillips and Thomas Miller without regard to a separate and independent corporate existence.

57. Upon information and belief, Defendant, Judith Phillips Photography was used as part of the wrongful conduct committed against Plaintiff, Pamela Hadas, including as recipient of certain funds, proceeds or benefits Defendants received from Pamela Hadas.

58. As a result of such wrongful conduct and lack of a separate and independent corporate existence and piercing any corporate veil, Defendant, Judith Phillips Photography, is also liable to Pamela Hadas in an amount to be proven at trial.

TENTH CLAIM FOR RELIEF
(Punitive/Exemplary Damages)

59. Plaintiff, Pamela Hadas, hereby incorporates the preceding paragraphs contained in the Complaint as if duly set forth herein.

60. Under the facts and circumstances, Defendants' conduct toward Plaintiff, Pamela Hadas, was attended by circumstances of fraud, malice or willful and wanton conduct.

61. As a result of Defendants' conduct, an additional award of exemplary or punitive damages should be entered against Defendants in an amount to be proven at trial.

WHEREFORE, Plaintiff, Pamela Hadas, prays for judgment to be entered in her favor against Defendants in an amount to be proven at trial, including actual damages, non-economic damages, exemplary or punitive damages along with an award of costs, expenses, interest, reasonable attorneys' fees and for such other and further relief which the Court may deem just and proper.

JURY DEMAND

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

Respectfully submitted this ____ day of July, 2004.

ROBINSON WATERS & O'DONNELL P.C.

Mark J. Appleton, No. 14550

Plaintiff's Address:

2908 10th Street N.W.
Albuquerque, New Mexico