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DISTRICT COURT, PITKIN COUNTY 506 E Main Street Aspen CO 81611	
Plaintiff: Andrew Travers, v. Defendants: The Aspen Times, Ogden Newspapers, Swift Communications, Inc.,	▲ COURT USE ONLY ▲
<i>Attorneys for Plaintiffs:</i> Darold W. Killmer, #16056 Tom Kelley, #1971 Michael P. Fairhurst, #45987 Killmer, Lane & Newman, LLP 1543 Champa St., Ste. 400 Denver, CO 80202 dkillmer@kln-law.com tkelley@kln-law.com amcnulty@kln-law.com P: (303) 571-1000 F: (303) 571-1001	Case Number: Div: Ctrm:
COMPLAINT AND JURY DEMAND	

INTRODUCTION

1. Plaintiff Andrew Travers accepted a promotion to be Editor-in-Chief of the Aspen Times only after receiving extensive assurances from its publisher and owner, Ogden Newspapers (“Ogden”), that he would be allowed to do his job. That job? Rebuild the paper’s credibility by publishing a truthful account of the censorship that had been imposed on Aspen Times employees by Ogden management during a defamation suit by a Russian oligarch.¹ The Aspen Times had been sued by the oligarch to silence critical, and accurate, reporting about his past, and present, shady business dealings, and to reduce community opposition to a controversial land deal that was of considerable public interest. Mr. Travers took his job seriously and, as his first order of business, published two previously spiked opinion columns suppressed by Ogden upper management during the lawsuit, along with a series of internal

¹ The use of the term “oligarch” was apparently upsetting to the very rich Russian businessman who appeared to meet the dictionary definition of “oligarch,” leading to his defamation action against the Aspen Times for using the term.

emails about why the articles had been killed. For that, Mr. Travers was immediately and unceremoniously fired.

2. Ogden fired Mr. Travers for simply attempting to do his job as a watchdog journalist of one of the richest towns in America, and its billionaire residents. He was lied to by Defendants to induce him into taking the promotion, and when he performed the job as he was promised that he could, he was fired.

3. Mr. Travers brings this lawsuit to vindicate his rights and protect the integrity of local journalism.

JURISDICTION AND VENUE

4. This Court has jurisdiction under Colo. Rev. Stat. § 13-1-124(a) and (b).

5. Venue is proper in Pitkin County, Colorado under C.R.C.P. 98(c)(1) because at least one Defendant resided in Pitkin County at the commencement of this action and C.R.C.P. 98(c)(5) because the torts alleged herein occurred within Pitkin County.

PARTIES

6. Plaintiff Andrew Travers is the former Editor-In-Chief of the Aspen Times. At all relevant times, Plaintiff was a citizen and resident of the State of Colorado.

7. Defendant Ogden was founded on September 22, 1890. Ogden Newspapers has since grown to over 40 daily newspapers, along with a number of weeklies and a magazine division, including several Colorado newspapers: Craig Press, Eagle Valley Enterprise, Glenwood Springs Post Independent, Sky-Hi News, Summit Daily News, Citizen Telegram, Steamboat Pilot & Today, and the Vail Daily. Ogden purchased Swift Communications, Inc. and the Aspen Times on December 31, 2021. Defendant Ogden Newspapers does business in Colorado at 534 E. Hyman Avenue, Suite 101, Aspen, Colorado 81611.

8. Defendant Swift Communications, Inc. was founded in 1975. Defendant Swift Communications purchased the Aspen Times in December 1999 and was subsequently purchased by Ogden in 2021. Defendant Swift Communications, Inc. does business in Colorado at 534 E. Hyman Avenue, Suite 101, Aspen, Colorado 81611.

9. Defendant Aspen Times was founded in 1881. The Aspen Times is the oldest print news outlet in Pitkin County, Colorado. The newspaper is a free, 9,000-circulation daily distributed from Aspen to Carbondale. As of the time of the events described herein, Aspen Times was the official “Paper of Record” in Aspen, Colorado. Defendant the Aspen Times does business in Colorado at 534 E. Hyman Avenue, Suite 101, Aspen, Colorado 81611.

FACTUAL ALLEGATIONS

The Aspen Times, by mandate of Ogden Newspapers, censors stories about a Russian oligarch and, in the process, loses the trust of the Aspen community.

10. On March 4, 2022, Vladislav Doronin purchased nearly one acre of land on the west side of Aspen Mountain. This was known as the “Lift 1A parcel.”

11. The property was one of the most sought-after pieces of real estate in the Roaring Fork Valley. It also had been the subject of a controversial vote prior to Mr. Doronin’s acquisition because the property required rezoning to be redeveloped. The leader of that redevelopment project, and the referendum vote for the developers, was Jeff Gorsuch, a second cousin of the Supreme Court Justice Neil Gorsuch. Mr. Gorsuch and his team had gone door-to-door to solicit voters’ support only to sell the property a short while later at a substantial profit without so much as a public announcement.

12. Mr. Doronin was born in St. Petersburg, Russia. In 1993, Mr. Doronin founded a real-estate development company in Russia that built dozens of residential, retail and office buildings in Moscow. Mr. Doronin amassed a billion-dollar fortune transforming Soviet real estate into office space for Western companies like IBM and Philip Morris. Eventually, he expanded into developing international luxury resorts.

13. Shortly after Mr. Doronin bought the Aspen Mountain property, a veteran reporter for the Aspen Times doing routine checks of county real-estate filings came across the blockbuster deal. Mr. Doronin had quietly snapped up this hotly contested near-acre of land through his Miami-based firm, the OKO Group. Aspenites were stunned by the price Mr. Doronin paid. The \$76 million sale price was more than seven times the \$10 million that the property had sold for just eight months earlier. To many people in the community, the sale also felt like a betrayal of trust. When the voters of Aspen had approved the re-zoning of the property, in a close vote decided by fewer than thirty votes, they had done so under the assumption that a local(ish) Aspen developer, Mr. Gorsuch, would be shepherding the property going forward. Instead, a Russian oligarch would be reshaping a major portion of Aspen.

14. The Aspen Times had for the past three years been covering the development project, dubbed the Gorsuch Haus, that Mr. Doronin purchased. The new purchase of Gorsuch Haus by Mr. Doronin was the biggest story in town. Managing editor of the Aspen Times, Rick Carroll, began digging into Mr. Doronin’s Russian assets and his background as a developer. Another veteran Aspen Times reporter who by 2021 was writing a weekly opinion column, John Colson, wrote an opinion column about the sale. In it, Mr. Colson remarked on Aspen’s place among the growing number of worldwide resort communities happily entertaining and enriching Russian oligarchs, and explicitly named Mr. Doronin as one of those oligarchs.

15. Soon thereafter, Mr. Doronin began to take retaliatory and anti-democratic actions to stifle free speech and pressure the Aspen Times into ceasing any adverse coverage of him and his dealings. Mr. Doronin's public relations representatives contacted then Editor-In-Chief of the Aspen Times, David Krause, to pressure him to remove references to Doronin as a "Russian oligarch," even though the term "oligarch" is not defamatory. Mr. Krause changed it online to "Russian billionaire" and appended an editor's note stating that a Doronin spokesperson threatened suit.

16. Mr. Carroll at the Aspen Times, however, kept digging into Mr. Doronin. The more news articles and commentaries were published, the more correction and retraction demands came from Mr. Doronin. It was clear that the Russian-born oligarch had little use for the First Amendment's guarantee of a free press and would do everything in his power to censor factual but sometimes critical coverage of his dealings.

17. Mr. Doronin filed a defamation lawsuit against the Aspen Times on April 13, 2022. The defamation lawsuit claimed that a letter to the editor, that was published in the Aspen Times, implied that Mr. Doronin was using his Aspen investment to launder tainted money from Russia. It also took issue with Mr. Colson's opinion column and the use of the word "oligarch" to describe Mr. Doronin.

18. The reporters at the Aspen Times, including Mr. Travers, were concerned that the lawsuit was an attempt by Mr. Doronin to censor the journalism that was prying into his byzantine, Russia-linked finances and business dealings. Mr. Travers, who at the time was the Magazine Editor at the Aspen Times Weekly, and other journalists at the Times hoped that their superiors at Ogden and the Aspen Times would support its journalists and allow them to continue to engage in the legitimate and honest journalism they had been pursuing.

19. Unfortunately, Ogden did not stand up for their journalists, Ogden ordered all of its reporters to cease writing about anything remotely related to the lawsuit. Ogden leadership explicitly ordered Mr. Krause to send any item mentioning Mr. Doronin to Ogden headquarters for approval before publishing, and that approval from Ogden headquarters never came. Over the next eight weeks, the Aspen Times would not publish anything, including letters to the editor, news stories, and opinion columns, about Mr. Doronin or the development.

20. Among the stories that Ogden spiked was reporting by Mr. Carroll and by columnist Roger Marolt. Mr. Carroll found that Mr. Doronin still had huge holdings in companies in Russia and had only transferred ownership to a relative's name days after Mr. Carroll contacted Mr. Doronin's representatives. This was during the first weeks of the Russian invasion of Ukraine and the imposition of sanctions on many Russian oligarchs, so his holdings were clearly newsworthy and of great public interest. Mr. Carroll shared a rough draft of this reporting with Mr. Krause, which Mr. Krause forwarded to Ogden Newspapers representatives,

including John McCabe. Mr. McCabe instructed Mr. Krause to shut down the reporting. The billionaires who ran Ogden had capitulated to the Russian billionaire.

Mr. Travers is lured into the Editor job at the Aspen Times with promises that he will be allowed to publish news and commentary critical of the Lift 1A Transaction.

21. On or about, April 25, 2022, Editor Krause asked Mr. Travers to come into his office and told Mr. Travers that he would be resigning. As part of his reason for resigning, Mr. Krause cited frustrations with Ogden for the editorial restrictions that were placed on him relating to the lawsuit filed by Mr. Doronin. The ban on reporting had caused Mr. Krause immense stress and he could no longer put his health in jeopardy by remaining Editor-In-Chief of a newspaper that refused to report the news.

22. Mr. Krause urged Mr. Travers to pursue the Editor-In-Chief job. Mr. Krause told Mr. Travers that he thought Mr. Travers would be very successful in the role.

23. Later that afternoon, on April 25, 2022, Allison Pattillo, the publisher of the Aspen Times, came to Mr. Travers' desk and told him that Mr. Krause had told her about the conversation they had. Ms. Pattillo was thrilled that Mr. Travers was potentially interested in the Editor-In-Chief job, and urged Mr. Travers to take the job. Ms. Pattillo said she would work on a formal offer and talk to the Human Resources department about the process. Ms. Pattillo indicated that she thought state law mandated that the job had to be listed internally or externally for approximately two weeks before they could make a formal offer.

24. On April 28, 2022, Mr. Travers conducted a video conference with Ms. Pattillo. Mr. Travers and Ms. Pattillo used this opportunity to have a formal conversation about the newly vacant Editor-In-Chief position at the Aspen Times. During this conversation, Ms. Pattillo reiterated her offer for the job. During this conversation, Mr. Travers raised his significant concerns about the editorial restrictions that had been in place since the lawsuit by Mr. Doronin. Ms. Pattillo told Mr. Travers that the lawsuit settlement should be finalized soon and that all of the restrictions would be lifted after that. Mr. Travers and Ms. Pattillo then talked about plans for how to address the censorship by the Aspen Times with the public in a way that would restore credibility and trust in the newspaper. Mr. Travers and Ms. Pattillo also discussed the likelihood that reporter Carolyn Sackariason and Mr. Carroll would be quitting over the restrictions that had been imposed on the coverage of Mr. Doronin. Mr. Travers urged Ms. Pattillo to meet with the editorial staff to answer questions about the editorial restrictions and censorship that was ongoing at the Aspen Times. Mr. Travers had been attempting to keep the team together. Despite Mr. Travers' urging, Ms. Pattillo did not talk to the editorial staff.

25. During his various discussions with Ms. Patillo and Ogden/Swift executives Scott Stanford, John McCabe, Bill Nutting, and Cameron Nutting, Mr. Travers insisted that he would consider taking the Editor-in-Chief position only on the condition that he be given editorial

authority to publish news and commentary as he saw fit using his professional journalistic and editorial discretion. Based on his insistence he was repeatedly assured that he would not be restricted and there would be no censorship of reporting critical of Doronin or the Lift 1A transaction.

26. Unbeknownst to Mr. Travers at the time, on April 28, 2022, upper management at Ogden spiked a column by Mr. Roger Marolt that discussed Mr. Doronin, the lawsuit, and the Aspen Times' refusal to cover these newsworthy events. Mr. Travers would later learn about this censorial decision and Mr. Travers would attempt to use transparency about it to rebuild trust with the Aspen Times' readership.

27. On April 29, 2022, in an editorial meeting at the Aspen Times, Mr. Krause told the rest of the Aspen Times staff that he was resigning. After the meeting, Ms. Pattillo texted Mr. Travers explaining that the Editor-In-Chief job would be listed the following Monday, which would start the clock on when they could formally offer it to him. The Aspen Times and Ogden interviewed no other candidates in the weeks that followed. Mr. Travers was the only candidate they pursued, which speaks to how much they wanted Mr. Travers to take the position. Ms. Pattillo did not even ask Mr. Travers for a resume or formal job application, but Mr. Travers nevertheless sent one to her along with a formal cover letter.

28. On May 2, 2022, Ms. Pattillo sent Mr. Travers an email saying that he was the personal pick of Ogden Vice President Bill Nutting to be promoted to the next Aspen Times Editor-In-Chief.

29. On May 4, 2022, Mr. Krause, under duress from management to do so, spiked a second column by Mr. Marolt. In doing so, he was carrying out Ogden's directives to engage in such censorship. Mr. Travers learned about the decision to spike the second Mr. Marolt column in an editorial meeting where Mr. Carroll asked Ms. Pattillo about it directly and voiced deep concerns about the decision.

Mr. Travers receives a formal offer to be the editor of the Aspen Times.

30. On May 10, 2022, Mr. Travers had a long meeting with Scott Stanford and John McCabe. Mr. Stanford was the Group Publisher for Ogden and Mr. McCabe was the Editorial Director for Ogden. During that meeting, Mr. Stanford and Mr. McCabe lobbied Mr. Travers to take the Editor-In-Chief job. This was Mr. McCabe's first visit to Aspen since the acquisition of the Aspen Times by Ogden. A significant portion of this meeting was devoted to Mr. Travers ensuring that, if he took the position, all editorial restrictions on coverage would be lifted when the lawsuit was settled. Both Mr. Stanford and Mr. McCabe reassured Mr. Travers that the restrictions were unusual and that they would be lifted when the lawsuit was over and Mr. Travers assumed the role of Editor-In-Chief. Mr. Stanford and Mr. McCabe also assured Mr. Travers that in most cases Ogden would fight and defend defamation and libel lawsuits.

31. Mr. Stanford and Mr. McCabe assured Mr. Travers during the May 10, 2022 meeting that: (1) he would be unencumbered by the Mr. Doronin lawsuit settlement negotiations, (2) he would have editorial independence going forward, (3) any restrictions on coverage of Mr. Doronin and Gorsuch Haus would be lifted, and (4) there would be no restrictions on coverage of the lawsuit or the paper's coverage of the lawsuit. Ultimately, Mr. McCabe told Mr. Travers that he wanted Mr. Travers to run his own newsroom, that Mr. Travers knew best what stories to pursue, and that once the lawsuit was settled "the reins are off." Mr. Travers told Mr. Stanford and Mr. McCabe that he would not accept the Editor-In-Chief job until the lawsuit was settled and he was given full editorial independence, and that any acceptance of the Editor-In-Chief job was conditioned on him having full editorial independence.

32. After Mr. Stanford and Mr. McCabe's conversation with Mr. Travers, they hosted an hour-long town hall meeting with the entire staff of the Aspen Times. During that town hall meeting, Mr. Stanford and Mr. McCabe reassured the entire staff that once the lawsuit was settled that any restrictions on coverage relating to the lawsuit, Mr. Doronin, and the Aspen Times' coverage of the lawsuit would be lifted. Mr. Stanford was asked if the Aspen Times could run Mr. Marolt's spiked columns after the lawsuit was settled and Mr. Stanford said yes.

33. On May 11, 2022, Mr. Travers met with Mr. Stanford and Ms. Pattillo. During that meeting, they handed Mr. Travers a formal offer letter for the Editor-In-Chief position. Mr. Travers told Mr. Stanford and Ms. Pattillo that he would not accept the job if editorial restrictions were still in place and would wait until the lawsuit settlement was done or restrictions were lifted before signing the offer letter. Mr. Stanford and Ms. Pattillo said they understood that. Mr. Stanford and Ms. Pattillo said the lawsuit would be settled soon and that restrictions would be lifted at that time.

34. On May 13, 2022, Mr. Travers met with Ms. Samantha Johnston about the job offer and his concerns about any editorial restrictions. Ms. Johnston was a former publisher of the Aspen Times and was currently consulting for Ogden, so had strong connection to and insight on the company. Mr. Travers relayed to Ms. Johnston the conditions he communicated to Aspen Times and Ogden for accepting the Editor-In-Chief position and the promises made by Aspen Times and Ogden about editorial independence and the ability to publish freely about the lawsuit.

35. Mr. Krause's last day as Editor-In-Chief was May 15, 2022. Mr. Krause published a farewell column, which acknowledged some dissatisfaction with Ogden.

36. Subsequently, Mr. Travers met with Cameron Nutting, Ogden chief revenue officer and daughter of Chief Executive Officer Bob Nutting, in Aspen. She came to the newsroom to lobby Mr. Travers to take the editor job. Mr. Travers met privately with her for about an hour. After some small talk, Ms. Nutting asked Mr. Travers why he had not yet accepted the position as Editor-In-Chief. Mr. Travers explained that he could not be successful

with the editorial restrictions in place and was waiting for those restrictions to be lifted before he would take the position. Ms. Nutting told Mr. Travers that Ogden would not tell Mr. Travers what to publish, or what not to publish. During the conversation, Ms. Nutting promised Mr. Travers editorial independence, even around the issue of Mr. Doronin, the Gorsuch Haus development, and the Aspen Times' coverage of both issues.

37. On May 17, 2022, Mr. Travers met with Ms. Pattillo in her office. Mr. Travers reiterated during that conversation that he would only accept the Editor-In-Chief job with the guarantee that all editorial restrictions were lifted. Ms. Pattillo acknowledged this and suggested that the Aspen Times hold a public event upon Mr. Travers taking the job as Editor-In-Chief where Mr. Travers, Mr. Marolt, and other columnists would talk about their work, Mr. Marolt's spiked columns, and the difference between opinion and news in the paper. Ms. Pattillo would bring the idea of the public event up several times in the next few weeks as she and Mr. Travers discussed his plans as Editor-In-Chief.

The Aspen Times settles with a Russian oligarch

38. On May 25, 2020, Ms. Pattillo wrote to all staff that the lawsuit had been settled and that there would be edits to previously published articles as outlined in the settlement. Ms. Pattillo stated in that email that there was a five-day waiting period before the settlement would be finalized, which meant that the editorial restrictions would continue for five more days. Ms. Pattillo also alluded to the hiring of Mr. Travers in the email and stated that the only hold-up on Mr. Travers taking the Editor-in-Chief job was the lawsuit and its settlement. Ms. Patillo did not share the settlement agreement with Travers, despite his request that she do so.

39. On June 1, 2022, Mr. Travers had a long follow-up conversation with Ms. Johnston about taking the job and editorial independence under Ogden. Ms. Johnston reassured Mr. Travers that she believed he could rely on Ogden's assurances that he would have editorial independence and that he would be able to run stories about Mr. Doronin and Gorsuch Haus. She also confirmed that it was her understanding that Mr. Travers would be able to run the spiked columns by Mr. Marolt and be transparent with the public about the censorship imposed by Ogden during the lawsuit when he became Editor-in-Chief.

40. On June 1, 2022, Ms. Pattillo joined the editorial team video conference meeting and explained the lawsuit settlement.

41. From June 1, 2022, until June 2, 2022, Ms. Pattillo asked Mr. Travers to edit and offer input on her publisher's note, which would tell the public about the lawsuit settlement and acknowledge censorship of Mr. Marolt's columns and the coverage of Mr. Doronin.

42. On June 7, 2022, Mr. Travers had a meeting with Ms. Pattillo on several issues. In this meeting Ms. Pattillo informed Mr. Travers of a "litigation hold" sent by Jeff Gorsuch's

attorney, Matt Ferguson, to the Aspen Times, which threatened a defamation lawsuit based on the Aspen Times coverage of Mr. Gorsuch. Ms. Pattillo told Mr. Travers that it was nothing to worry about. Mr. Travers specifically asked if this would trigger any new restrictions on stories and Ms. Pattillo assured him that it would not. In this meeting, Mr. Travers reiterated his plan for re-establishing credibility with readers. Mr. Travers told Ms. Pattillo that the first step of that was to let Mr. Marolt tell his story and publish his spiked columns. Mr. Travers reiterated that this would be done as soon as possible. Ms. Pattillo told Mr. Travers that she agreed with this plan. Ms. Pattillo instructed Mr. Travers to reach out to Mr. Marolt and have him publish the columns that week. Mr. Travers' expectation, based on this conversation with Ms. Pattillo, was that the Aspen Times would run Mr. Marolt's column on June 10, 2022. After that, Mr. Travers would write an editor's note being transparent about all of the tumult at the Aspen Times since Ogden took over. Then, the Aspen Times would start publishing quality stories about Mr. Doronin and Gorsuch Haus. Mr. Travers emailed Mr. Marolt immediately after the meeting to get the ball rolling on this plan.

43. On June 8, 2022, Mr. Travers met with Ms. Pattillo. During this meeting, Mr. Travers signed the offer letter for the Editor-in-Chief job with the understanding, based on the multiple and explicit promises made by Aspen Times and Ogden management, that he would have editorial independence and could publish freely on the issue of the lawsuit, Mr. Doronin, and the coverage of those two topics at the Aspen Times. During that meeting, Mr. Travers and Ms. Pattillo again discussed the editorial restrictions that had been in place and Ms. Pattillo again assured Mr. Travers that they had been lifted. Mr. Travers asked Ms. Pattillo again if there were any conditions in the Mr. Doronin settlement that Mr. Travers did not know about, and Ms. Pattillo assured Mr. Travers there were not. Mr. Travers also updated Ms. Pattillo on the column Mr. Marolt was writing. Mr. Travers informed Ms. Pattillo that Mr. Marolt had submitted a short column followed by the two spiked columns and email correspondence between Ogden management and Mr. Carroll and Mr. Krause for context. Mr. Travers explained that he had asked Mr. Marolt to revise the column so that the Aspen Times could have a column of regular length in print telling his story and teasing a longer version online that would include the two spiked columns and correspondence for context. Ms. Pattillo said "that sounds great" in response.

44. After the meeting with Ms. Pattillo, Mr. Carroll forwarded Mr. Travers a letter to the editor from Bernie Grauer to edit. One of the letters written by Mr. Grauer from earlier in the year was among the pieces that Mr. Doronin claimed was defamatory. The new letter attacked the paper for the settlement and for censoring stories. Mr. Carroll forwarded Mr. Travers the letter and copied Ms. Pattillo. Mr. Travers edited the letter over email, with Mr. Carroll and Ms. Pattillo copied. The letter was set to be published on Friday, June 10, 2022, and Ms. Pattillo was aware of this.

Mr. Travers is unceremoniously terminated for informing the public of the truth.

45. On June 10, 2022, Mr. Marolt's column was published along with the two spiked columns and correspondence for context on the Aspen Times website.

46. That morning, Mr. Travers arrived at the Aspen Times offices around 10 a.m. Mr. Carroll and Ms. Pattillo were in the office when he arrived. Mr. Travers and Ms. Patillo discussed some normal business matters that morning, and Patillo did not express any concern about the Marolt column or bring it up at all. Shortly thereafter, while Mr. Travers was in the kitchen area heating up a burrito in the microwave, Ms. Pattillo came over and told him that Mr. Stanford was coming into the office, was apparently "pissed," and wanted to meet with Mr. Travers and Mr. Carroll. Mr. Carroll's desk was nearby, and he heard the conversation between Mr. Travers and Ms. Pattillo. Mr. Carroll walked over and joined the conversation. Mr. Carroll asked if Mr. Stanford was "pissed" because of the columns by Mr. Marolt and Ms. Pattillo responded affirmatively. Mr. Travers asked Ms. Pattillo if he could continue to count on her support for publishing the columns and she said "yes" but that she "didn't know it would be this bad."

47. Around 1 p.m., Ms. Pattillo came to Mr. Travers' desk and told him that Mr. Stanford was ready to speak with him in the conference room. Mr. Stanford greeted Mr. Travers, then terminated him. Specifically, Mr. Stanford told Mr. Travers that he was being terminated for running the columns by Mr. Marolt and related documents in the Aspen Times. Mr. Travers told Mr. Stanford that over the past month as he was holding off on taking the Editor-in-Chief job until he received assurances from Mr. Stanford, Ms. Pattillo, Mr. McCabe, and Mr. Nutting that the Editor would make editorial decisions and that he could run columns like Mr. Marolt's. Mr. Stanford agreed that those assurances were promised to Mr. Travers before he took the job. Mr. Travers also told Mr. Stanford that he had kept Ms. Pattillo in the loop about the columns and correspondence by Mr. Marolt and Mr. Stanford acknowledged this as well. Despite this, Mr. Stanford reiterated that Mr. Travers was terminated effective immediately.

48. Ogden publicly states that its core values include ensuring that its local newspapers not only report the news of the day but also tell the stories of their communities and the people who live there, keeping its subscribers well informed and engaged with local happenings, and having high journalistic standards. Mr. Travers exercised the rights and privileges conferred on him by Ogden as Editor-in-Chief of the Aspen Times, but was terminated for doing so.

The public reacts to Mr. Travers' firing.

49. There was an immense amount of public outrage after Mr. Travers was unceremoniously terminated.

50. Prior to Mr. Travers' termination, the Aspen Times was the official "paper of record" for Pitkin County — that is, the newspaper in which Pitkin County published its public and legal notices. After Mr. Travers' termination, the Board of County Commissioners formally adopted a resolution changing that status, instead awarding the designation to the Aspen Times' competitor, the Aspen Daily News.

51. In late June of 2022, eighteen past and current elected officials in the Roaring Fork Valley sent a letter to Ogden criticizing its actions with respect to the Aspen Times' coverage of Mr. Doronin and the termination of Mr. Travers. The letter stated that the officials were troubled by a number of actions stemming from the publication of articles, columns, and letters to the editor related to Mr. Doronin's purchase of real estate on Aspen Mountain, and Mr. Doronin's subsequent lawsuit against the Aspen Times. Those actions include: the absence of full disclosure by the Aspen Times of the settlement with Mr. Doronin; the prohibition against former editor David Krause to publish other stories about Mr. Doronin; the removal of Mr. Marolt's column of June 10, 2022; and the firing of Mr. Travers. The letter went on to express disappointment that Ogden chose to side with Mr. Doronin's individual dissatisfaction rather than the community's need to understand and converse about such a historic real estate deal and to ponder its broader implications for the community. The letter explicitly called for the Aspen Times to reinstate Mr. Travers as Editor-In-Chief among other actions (all of which Mr. Travers was fired for undertaking) to restore public trust in the paper.

Mr. Travers reasonably relied on the representations and promises of Defendants to his detriment when he forewent other employment opportunities to take the Editor-in-Chief position.

52. In February of 2022, Mr. Travers interviewed for the Editor-in-Chief job at the Summit Daily News, which is also owned by Ogden. Mr. Travers ultimately decided to turn down this opportunity to retain his then-current and secure Magazine/Arts Editor role with the Aspen Times.

53. On April 28, 2022, Mr. Travers had a Zoom meeting with Andy Bernhard, publisher of the Park Record in Park City, Utah. The Park Record was also owned by Ogden. Mr. Bernhard was looking for an Editor-In-Chief for the Park Record and told Mr. Travers that Mr. Travers had come recommended by a few former colleagues, including Swift Communications Human Resources representative Betty Harwood, Ogden Group Publisher Scott Stanford, and former Aspen Times publisher Samantha Johnston. At the end of the conversation, Mr. Bernhard told Mr. Travers that the Editor-In-Chief job would be his if he wanted it. Mr. Bernhard told Mr. Travers that the job paid approximately \$85,000 per year. Mr. Bernhard recommended that Mr. Travers speak with outgoing editor Bubba Brown, which Mr. Travers did the following day. Mr. Travers would ultimately turn down this position to retain his secure then-current editorial position with the Aspen Times, and ultimately to take the Editor-in-Chief

position with the Aspen Times, in reliance upon the explicit promises he was made about the Editor-In-Chief position at the Aspen Times by the Aspen Times and Ogden management.

54. Mr. Travers also accepted a position as Editor-In-Chief at the Aspen Times and forewent continued employment as Magazine Editor for the Aspen Times Weekly in reliance upon the explicit promises he was made about the Editor-In-Chief position at the Aspen Times by the Aspen Times and Ogden management. Had Mr. Travers not taken the Editor-In-chief position while relying on the explicit promises he was made about the Editor-In-Chief position, Mr. Travers would still be employed as Magazine Editor at the Aspen Times.

CLAIMS FOR RELIEF

FIRST CLAIM

Negligent Misrepresentation

Plaintiff against Defendants

55. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

56. Defendants gave false information to Plaintiff.

57. Defendants gave false information to Plaintiff in the course of Plaintiff's employment with Defendants.

58. Defendants gave the false information to Plaintiff for the guidance and use of Plaintiff in a business transaction.

59. Defendants gave the false information with the intent or knowing that Plaintiff would act in reliance on the information.

60. Plaintiff relied on the false information supplied by Defendants.

61. Plaintiff's reliance on the information and representations made by Defendants was reasonable under the circumstances.

62. This detrimental reliance on the information supplied by Defendants caused damage to Plaintiff.

63. Plaintiff seeks all available relief for this claim as outlined in the prayer for relief below.

SECOND CLAIM
Intentional Misrepresentation
Plaintiff against Defendants

64. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

65. Defendants' representations and provision of information to Plaintiff were intentional and made for the purpose of inducing reliance of Plaintiff on those representations and information in making his decision as to whether or not to accept the position of Editor-in-Chief of the Aspen Times.

66. Defendants intentionally withheld material information from Plaintiff which they knew or reasonably should have known should be provided in order for him to make a fully informed decision on the matter.

67. Plaintiff's reliance on the information and representations made by Defendants was reasonable under the circumstances.

68. This detrimental reliance on the information supplied by Defendants caused damage to Plaintiff.

THIRD CLAIM
Breach Of Contract
Plaintiff against Defendants

69. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

70. Defendants entered into a contract with Plaintiff to act as the Editor-In-Chief of the Aspen Times newspaper.

71. Defendants terminated Plaintiff despite Plaintiff's performance of his contract to act as the Editor-In-Chief of the Aspen Times newspaper.

72. This breach of contract by Defendants caused damage to Plaintiff.

73. Plaintiff seeks all available relief for this claim as outlined in the prayer for relief below.

FOURTH CLAIM
Promissory Estoppel
Plaintiff against Defendants

74. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

75. Defendants represented to Plaintiff that if he accepted the offered promotion to Editor-in-Chief, he would be provided editorial independence to publish previously spiked columns regarding Doronin and the Gorsuch Haus/Lift 1A parcel.

76. Defendants should reasonably have expected Mr. Travers to consider Defendants' representations as commitments to which Defendants would adhere.

77. Mr. Travers reasonably relied on Defendants' representations to his detriment. In reliance on Defendants' representations, Mr. Travers terminated from his then-current position with the Aspen Times and also declined to accept or pursue offers of gainful employment from other employers to accept employment as Editor-in-Chief with Defendant.

78. Following Mr. Travers' reliance on Defendants' representations, Defendants failed to fulfill their promises and representations and allow Mr. Travers to publish the aforementioned columns and articles. Instead, immediately upon such publication, Defendants terminated Mr. Travers.

79. Injustice can be avoided only by enforcement of Defendants' promises and representations as described herein.

80. As a proximate result of Defendant's actions, Plaintiff suffered and continues to suffer significant injuries, damages and losses, including attorney fees to enforce the promise breached by Defendant.

FIFTH CLAIM
Wrongful Discharge in Violation of Public Policy
Plaintiff against Defendants

81. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

82. During the course of his employment, Plaintiff published information that the public was entitled to know about because he had a right to follow the Press Shield Law and to exercise his rights and privileges as an editor to publish newsworthy information.

83. Plaintiff was advancing the highest values contained in the First Amendment to the United States Constitution and Article II, Section 10 of the Colorado Constitution, which provides that “every person shall be free to speak, write or publish whatever he will on any subject, being responsible for all abuse of that liberty,” having secured from Defendants the assurance that his decision to publish the columns and articles as described herein would not be an abuse of that liberty in the eyes of Defendant, the publisher.

84. Defendants were aware or reasonably should have been aware that Plaintiff reasonably believed he had a right to follow the Press Shield Law and exercised his rights and privileges as an editor to publish newsworthy information.

85. Defendants terminated Plaintiff because Plaintiff followed the Press Shield Law and exercised his rights and privileges as an editor to publish newsworthy information.

86. Plaintiff seeks all available relief for this claim as outlined in the prayer for relief below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against each of the Defendants, and award them all relief allowed by law, including but not limited to the following:

- a. Declaratory relief and injunctive relief, as appropriate;
- b. Actual economic damages as established at trial;
- c. Compensatory damages, including, but not limited to those for past and future pecuniary and non-pecuniary losses, emotional pain, suffering, mental anguish, loss of enjoyment of life, medical bills, and other non-pecuniary losses;²
- d. Injunctive relief, including reinstatement of employment;
- e. Pre-judgment and post-judgment interest at the highest lawful rate; and

² Plaintiff anticipates that he will seek to amend his pleadings to add a claim for exemplary damages pursuant to Colo. Rev. Stat. § 13-21-102, after disclosures have been exchanged and after he has established the existence of a triable issue of exemplary damages.

f. Such further relief as justice requires.

PLAINTIFF HEREBY DEMANDS A JURY TRIAL ON ALL ISSUES SO TRIABLE

DATED this 3rd day of October 2023.

KILLMER, LANE & NEWMAN, LLP

/s/ Darold W. Killmer

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