

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA

Case No.: _____

DEVEN THOMPCKINS,

Plaintiff,

vs.

MARIA CASTILHOS,

Defendant.

_____ /

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff DEVEN THOMPCKINS (“Plaintiff”), by and through his undersigned attorneys, hereby files his Complaint and Demand for Jury Trial against Defendant MARIA CASTILHOS (“Defendant”).

PRELIMINARY STATEMENT

This action is the result of malicious and defamatory public statements made by Defendant, who published two posts to the social media website www.tiktok.com (“TikTok”) falsely accusing Plaintiff of having committed domestic abuse against her, resulting in irreparable harm to Plaintiff’s reputation, career as a professional athlete, and livelihood.¹ Defendant published these fictitious statements, which have now been viewed more than two million times by members of the public,² while fully aware of the harm her lies would cause to Plaintiff.

Indeed, Defendant’s fabrications were part of the scheme she hatched to extort money

¹ As addressed below, Defendant made additional and separate defamatory statements about Plaintiff during a guest appearance on a publicly broadcasted internet radio show known as the Fresh and Fit Podcast (“Fresh and Fit”).

² As of this filing, the subject TikTok posts have received approximately 2 million views in total.

from Plaintiff and gain an unfair advantage in the contentious divorce proceedings in which the parties are currently engaged. Defendant *admittedly* “blackmailed” Plaintiff by threatening to fraudulently portray him as a perpetrator of domestic violence unless Plaintiff conceded to Defendant’s monetary demands related to the level of spousal support she would receive upon the couple’s divorce. In response to Plaintiff’s refusal to comply with Defendant’s extortive demands, Defendant made good on her illicit threats by intentionally and publicly defaming Plaintiff’s character, resulting in this suit to clear Plaintiff’s name and recover damages for the losses Defendant has caused Plaintiff to suffer.

VENUE AND JURISDICTIONAL ALLEGATIONS

1. This is an action for damages in excess of \$50,000, excluding attorneys’ fees and costs.
2. Plaintiff is a natural person residing in Lee County, Florida.
3. Defendant is a natural person residing in Lee County, Florida.

GENERAL ALLEGATIONS

4. Plaintiff is a professional football player who played for the Tampa Bay Buccaneers (the “Buccaneers”) of the National Football League (the “NFL”).³
5. Plaintiff and Defendant are married with two children, one of whom has special needs, but have been separated since in or around 2020. Their separation occurred when Defendant decided to relocate to California to become romantically involved with another man.
6. Hypocritically, Defendant reacted with fits of jealousy and acts of violence when

³ As discussed below, Plaintiff was under contract to return to the Buccaneers for the 2024-2025 season, with a salary of \$985,000, until the Buccaneers terminated Plaintiff’s contract shortly after Defendant published her defamatory statements about Plaintiff.

Plaintiff attempted to date other people. For example, on or about October 31, 2022, Defendant donned a ski mask and attacked Plaintiff's then-current girlfriend at a party by punching her in the nose and ripping the hair extensions from her head. A police report detailing the incident was filed.

7. Plaintiff and Defendant briefly attempted reconciliation in 2023, but the attempt failed, and the parties are currently engaged in contentious divorce and child custody proceedings.

I. Defendant's Initial Attempt to Blackmail Plaintiff.

8. During the attempted reconciliation, in or around 2023, Defendant made no true effort to maintain her relationship with Plaintiff. Instead, while living with Plaintiff, Defendant started employment at a strip club and began openly dating other men.

9. Her new employment invited a dangerous demographic of male suitors, and Plaintiff became concerned for his and his children's safety.⁴ For one example, in or around June 2023, while Defendant was socializing with a man she met at the above-mentioned strip club, he and Defendant were carjacked and held at gunpoint.

10. Defendant's social and professional decisions had become incompatible with marriage and, as a result, the reconciliation failed.

11. Despite the separation and Defendant's actions, for the entirety of the marriage Plaintiff served as the primary financial provider for Defendant and their children, including routinely gifting money directly to Defendant to support her lifestyle.

12. In or around 2023, Defendant demanded that Plaintiff agree to give Defendant a

⁴ Additionally, in or around December 2023, Defendant created an "Only Fans" page which she used to sell pornographic pictures and videos of herself.

higher amount of spousal support than she would ordinarily be entitled to under prevailing matrimonial legal standards.

13. Plaintiff refused Defendant's demand; and, in response, Defendant implemented her scheme to blackmail Plaintiff. Specifically, Defendant threatened that, unless Plaintiff complied with her extortive demands, Defendant would release photographs of apparent injuries to her face and arms, along with videos of Plaintiff verbally arguing with Defendant, and would falsely report to the public that the injuries were a result of domestic violence perpetrated by Plaintiff.

14. On several occasions, to strengthen her baseless threat, Defendant showed Plaintiff photographs saved to her cellphone which appeared to show injuries to her face and arms.

15. Plaintiff, however, had never committed acts of violence against Defendant. In reality, it was Defendant who had perpetrated and instigated several physical confrontations during the marriage. Any injuries allegedly sustained by Defendant were either manufactured by her via photograph editing applications or were self-inflicted by Defendant during *her* attacks against Plaintiff. Thus, Plaintiff continued to refuse Defendant's extortive monetary demands.

16. In or around September 2023, apparently recognizing that her plan to blackmail Plaintiff had failed, Defendant resorted to a new strategy to convince Plaintiff to rekindle the marriage once again. In a phone call and text exchange between the parties on or about September 24, 2023, Defendant sent heart emojis and other pleasantries to Plaintiff in an effort to win him back. However, Plaintiff responded by confronting Defendant about her previous attempts to blackmail him.

17. To put Plaintiff at ease, Defendant sent Plaintiff a screenshot from her cellphone

containing a gallery of photographs, including the photographs of apparent injuries to her face and arms which would ultimately be used in her defamatory TikTok posts, and represented to Plaintiff that she was permanently deleting those photographs.

18. Once she supposedly deleted the photographs, Defendant texted Plaintiff: ***“I’m done blackmailing you. You have my word”*** (emphasis added), and requested that Plaintiff take her on a date.

19. In a subsequent series of text conversations, in or about November 2023, Defendant professed her love for Plaintiff, told Plaintiff that she was “buying lingerie for [him],” acknowledged that she had “broken and hurt” Plaintiff in the past, and begged Plaintiff to give her a second chance.

20. During these conversations, Defendant discussed one of the other men she had dated during the marriage, who she identified as “Fabian,” and reported to Plaintiff that Fabian was “physically and mentally abusive,” and that Fabian would routinely “beat” Defendant anytime she attempted to speak to Plaintiff.

21. Despite Defendant’s efforts, Plaintiff did not agree to renew the relationship, and on or about February 27, 2024, Plaintiff filed a petition for dissolution of the marriage in Lee County, Florida.

II. Plaintiff’s 2024 Contract with the Buccaneers.

22. On or about February 27, 2024, Plaintiff entered into a new contract with the Buccaneers which provided that the Buccaneers would pay Plaintiff \$985,000 in exchange for one (1) year of Plaintiff’s services (the “Contract”).

23. Plaintiff’s salary under the Contract was substantially higher than it had been in previous seasons. Upon learning of the Contract, Defendant renewed her extortive threats that

she would *falsely* accuse Plaintiff of domestic violence unless he agreed to pay her more alimony.

24. Defendant knew that the issue of domestic violence allegedly perpetrated by NFL players had been the subject of prominent news reports,⁵ and that the Buccaneers and the NFL were strictly enforcing a zero-tolerance policy regarding allegations of domestic violence against players. Thus, Defendant knew that accusing Plaintiff of domestic violence, even falsely, would likely cause Plaintiff to lose the Contract he had worked extremely hard to earn, and could cause Plaintiff to lose his entire career.

III. Defendant's Defamatory TikTok Posts.

25. Notwithstanding Defendant's false accusations to the contrary, Plaintiff was never violent towards Defendant. Thus, Plaintiff remained steadfast and refused to succumb to Defendant's malicious and extortive tactics.

26. In response to Plaintiff's continued refusal to accede to her blackmail attempts, on or about May 23, 2024, Defendant published the first of her defamatory TikTok posts (through her account with username "@castilhos.maria" ("TikTok Post-1").

27. TikTok Post-1 contains a series of photographs, along with text strings superimposed over the images; one of which depicts the *left side* of Defendant's face, with what appears to be redness and bruising to her cheek and above her eye, and with what appears to be a laceration above her left eyebrow (the "Face Photo").

28. Defendant states in the text accompanying the photograph above: "*he would*

⁵ See, e.g., USA Today's 2019 article entitled *Ray Rice Case Prompted NFL Changes on Domestic Violence, But Cases Continue to Test Policy*, available at: <https://www.usatoday.com/story/news/investigations/2019/09/18/nfl-domestic-violence-ray-rice-tyreek-hill-ezekiel-elliott-adrian-peterson/2215187001/>.

have killed me” (emphasis added).

29. Another photograph in TikTok Post-1 depicts Defendant’s left arm with what appears to be redness and bruising to her elbow (the “Elbow Photo”); and another depicts Defendant’s right wrist with what appears to be bruising to the area (the “Wrist Photo”).

30. Simply put, Plaintiff *did not cause* any of the injuries contained in TikTok Post-1; nor did he ever physically attack Defendant or give her any legitimate reason to believe she could have been “killed” by Plaintiff.

31. Notably, the Face Photo, Elbow Photo, and Wrist Photo were all photographs that Defendant had used in her previous blackmail/extortion attempts, and were amongst the photographs that Defendant claimed she deleted in the September 2023 text exchange between the parties when Defendant stated: ***“I’m done blackmailing you. You have my word”*** (emphasis added).

32. To make matters worse, several of the photographs in TikTok Post-1 were *altered prior to their posting*, via photograph editing software or other means, to appear as though they depict injuries (or portions thereof) which *did not actually exist at the time the pictures were taken*. Of course, Defendant did not disclose that she digitally altered these pictures prior to posting them.

33. As of this filing, TikTok Post-1 has been viewed more than 1.6 million times by members of the public, and many users have commented on the post calling Plaintiff an “abuser” and demanding that he be disciplined by the Buccaneers and the NFL.

34. Defendant encouraged the public outcry in response to her lies by “liking” the comments which called for Plaintiff to be punished – for actions she knew he did not actually commit.

35. On or about May 30, 2024, a few days after Defendant published TikTok Post-1 causing a public outcry Defendant encouraged, the Buccaneers terminated the Contract and their obligation to pay Plaintiff his \$985,000 salary for the 2024-2025 NFL season.

36. On or about June 4, 2024, Defendant published her second defamatory TikTok post (“TikTok Post-2”), through the same account, this time containing a video more than eight minutes in length which depicts Defendant making false statements about her relationship with Plaintiff.

37. In TikTok Post-2, Defendant falsely stated that: (a) Plaintiff and Defendant originally separated because Plaintiff committed adultery; (b) Defendant had never asked Plaintiff for any money, because she had always maintained her own employment throughout the marriage; (c) the Face Photo and Elbow Photo from TikTok Post-1 were taken by Defendant on February 14, 2023, immediately after Plaintiff “**beat [her] really bad,**” and that Plaintiff’s “beating” caused the alleged injuries depicted in the photographs; and (d) the Wrist Photo from TikTok Post-1 was taken immediately after another incident, at Plaintiff’s home on or about August 27, 2023, and that it depicts bruising to her right wrist that was caused by Plaintiff’s violence.

38. Like her previous defamatory publications, each of Defendant’s accusations in TikTok Post-2 were utterly and demonstrably false.

39. Plaintiff and Defendant did not separate because of adultery on Plaintiff’s part, but rather because Defendant relocated to California to become romantically involved with another man, and because of her later decisions to work at strip clubs, socialize with men she met at those clubs, and engage in other activities inconducive to marriage.

40. Defendant had constantly requested, demanded, and even blackmailed Plaintiff in attempts to receive money from him, and was unemployed for vast portions of their relationship (aside from when she worked in strip clubs and had a pornographic website via “Only Fans”).⁶

41. Most importantly, on February 14, 2023, when Plaintiff and Defendant were seated in the back row of another couple’s car, it was Defendant, not Plaintiff, who violently attacked Plaintiff by repeatedly slapping, shoving, and striking him without provocation. In response to Defendant’s attack, Plaintiff asked the driver to stop the vehicle, while simultaneously attempting to shield himself from Defendant’s blows, and then exited the vehicle and did not return.

42. At the time Plaintiff exited the vehicle on February 14, 2023, Defendant *did not* have visible injuries of any kind, and Plaintiff had not caused any injuries to Defendant.

43. To be clear, Plaintiff never struck Defendant to the face or elbow during the February 14, 2023 incident or any other time, nor did he physically “beat” her as Defendant had claimed.

44. Indeed, only three days after the February 14, 2023 incident, on or about February 17, 2023, Defendant requested that Plaintiff drive her to and from an elective plastic surgery procedure that Defendant was scheduled to receive that day, and for which Plaintiff was unsurprisingly paying for.

45. Plaintiff accompanied Defendant to and from the procedure, including driving her home while she was under the influence of anesthesia, and neither Plaintiff nor the medical staff at the facility noticed any injuries to Defendant’s face or elbow – because *no* such injuries

⁶ See note 5, *supra*.

existed.

46. Video exists, taken from the inside of Plaintiff's car as he was driving Defendant home from the elective plastic surgery procedure on February 17, 2023, which depicts the *left side* of Defendant's face – where she claims to have suffered injury as a result of being savagely beaten less than three days earlier. This video clearly shows no visible injuries, lacerations or bruising. A screenshot from this video, compared to the doctored Face Photo posted by Defendant, is annexed hereto as **Exhibit A**.

47. Throughout the entirety of TikTok Post-2, Defendant never once disclosed the fact that she was the aggressor and initiator of her physical altercation with Plaintiff on February 14, 2023. Moreover, the injuries purportedly suffered to her face were inauthentic and had been *altered using photo editing software*.

48. As for the alleged August 27, 2023 incident, when Defendant first met with Plaintiff on that date she *already had* a visible bruise to the inside of her right wrist.

49. Upon information and belief, the bruise was a result of her employment at the above-mentioned strip club and/or social activities related to that employment.

50. In any event, the injuries depicted in the Wrist Photo *were not* caused by any violence on the part of Plaintiff.

51. In addition to the foregoing, TikTok Post-2 included screenshots of what purported to be location and time data for the Face Photo, Elbow Photo, and Wrist Photo.

52. An examination of this location and time data reveals that Defendant's version of events, as expressed in TikTok Post-2, is *impossible*. This likely explains why Plaintiff deleted TikTok Post-2 within three (3) days of posting it.

53. In any event, during the days TikTok Post-2 was active, it had been viewed hundreds of thousands of times by members of the public, and Plaintiff had already suffered irreparable damage to his reputation and career by the time TikTok Post-2 was removed.

54. TikTok Post-1, however, remains live and active as of the date of this filing. TikTok Post-1 and TikTok Post-2 are collectively referred to hereinafter as the “TikTok Posts.”

IV. Defendant’s Defamatory Statements on the Fresh and Fit Podcast.

55. Unrelated to Defendant’s sham domestic violence accusations, Defendant appeared as a guest on the popular podcast Fresh and Fit, on or about January 10, 2024, and offered a contradictory, but equally false account of Plaintiff’s and Defendant’s history together.

56. On Fresh and Fit, Defendant brazenly asserted that she was already divorced from Plaintiff, and that the divorce had been finalized less than a year prior to her appearance.⁷

57. Defendant also stated that she was unemployed, but that she did not need to work because her ex-husband “plays for the NFL,”⁸ and she, rather than Plaintiff, initiated the divorce, because Plaintiff had committed adultery while she remained faithful.⁹

58. Each of Defendant’s statements from the Fresh and Fit podcast are entirely false, and Defendant made these statements with the malicious intention of improving her own image while damaging Plaintiff’s image.

⁷ This is lie because Plaintiff did not even file his petition for dissolution of the marriage until February 27, 2024, more than a month *after* Defendant’s appearance on Fresh and Fit.

⁸ This assertion contradicts Defendant’s statements in her TikTok Post-2 claiming she never requested money from Plaintiff because she maintained employment of her own throughout the marriage.

⁹ Notably, in her Fresh and Fit version of fabricated events, Defendant never mentions violence of any kind on the part of Plaintiff, and attributes her “divorce” entirely to infidelity.

59. Defendant's appearance on the Fresh and Fit podcast has been viewed more than six hundred thousand times by members of the public.

60. Plaintiff's reputation was damaged by Defendant's mistruths regarding the nature of his relationship with Defendant, and Plaintiff has suffered emotional and mental distress as a result of the same.

COUNT I – DEFAMATION AND DEFAMATION *PER SE*

61. Plaintiff restates each and every allegation contained in Paragraphs 1 through 60 as if fully set forth herein.

62. Defendant published statements to the public, via the TikTok Posts, and her appearance on Fresh and Fit, which were false and defamatory, exposed Plaintiff to hatred, ridicule and/or contempt, caused persons to believe Plaintiff had committed a crime, and tended to injure Plaintiff's ability to pursue his chosen profession.

63. Defendant published these false and defamatory statements to intentionally harm Plaintiff, or at the very least, did not exercise reasonable care in publishing these false and defamatory statements.

64. Although Defendant knew or should have known that the statements were defamatory, Defendant proceeded to publish the false and defamatory statements with malice and without regard to Plaintiff.

65. As a direct and proximate result of Defendant's false and defamatory statements, Plaintiff has suffered loss of reputation, hatred, embarrassment, humiliation, public shame, outrage, loss of the Contract, loss of his employment, loss of pension, and otherwise has been directly damaged by Defendant's egregious actions.

66. In excess of the specific damages he suffered, Plaintiff is entitled to special damages due to the special harm caused by Defendant's false and defamatory publications.

WHEREFORE, Plaintiff demands judgment against Defendant in amount to be determined at trial, but in no event less than \$985,000, consequential damages, plus interest, costs, and any other and further relief as this Court deems just and proper under the circumstances. Plaintiff reserves the right, pursuant to Fla. Stat. § 768.72, to seek to add a claim for punitive damages.

COUNT II – TORTIOUS INTERFERENCE WITH THE CONTRACT

67. Plaintiff restates each and every allegation contained in Paragraphs 1 through 60 as if fully set forth herein.

68. The Contract constituted a valid and enforceable contract between Plaintiff and the Buccaneers.

69. Defendant was aware of the existence and enforceability of the Contract.

70. Defendant intentionally and without justification interfered with the Contract with the intent of causing the Buccaneers to cancel and/or refuse to perform under the Contract.

71. As a direct and proximate result of Defendant's interference with the Contract, Plaintiff has suffered damages, including the monetary amount Plaintiff was entitled to receive under the Contract and loss of vesting in the Bert Bell/Pete Rozelle Retirement Plan.

WHEREFORE, Plaintiff demands judgment against Defendant in amount to be determined at trial, but in no event less than \$985,000, consequential damages, plus interest, costs, and any other and further relief as this Court deems just and proper under the circumstances. Plaintiff reserves the right, pursuant to Fla. Stat. § 768.72, to seek to add a claim for punitive damages.

Dated: June 21, 2024.

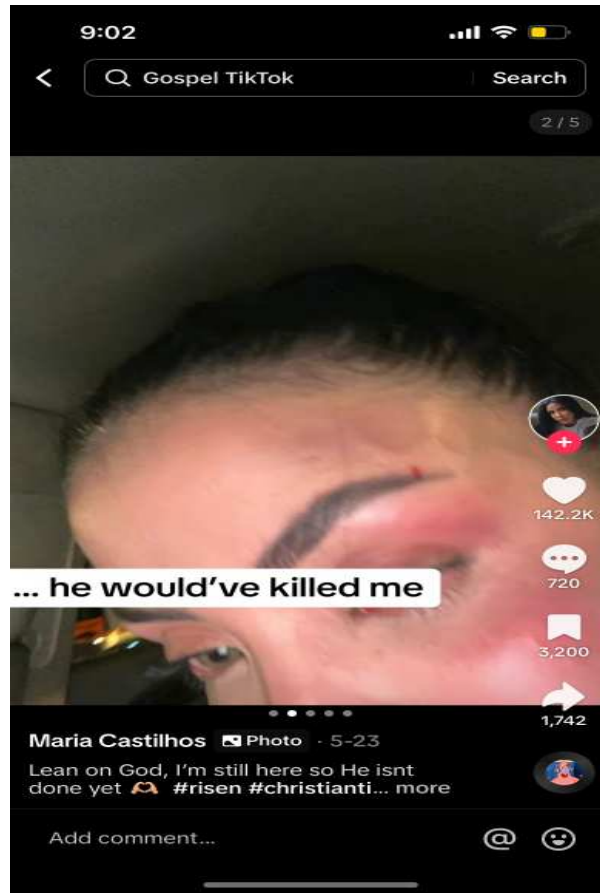
Respectfully submitted,

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EXHIBIT A

The doctored Face Photo, which Defendant falsely claimed depicted injuries caused by Plaintiff on February 14, 2023.



Screenshot from video of Defendant taken on February 17, 2023, after she received elective plastic surgery, showing no actual injuries to Defendant's face.

