F

|  |  |
| --- | --- |
| DISTRICT COURT, COUNTY OF JEFFERSON, STATEDOATFE  FILING  COLORADO CASE N  100 Jefferson County Parkway Golden, Colorado 80401  Plaintiff: LELAND ROMERO, an individual v.  Defendant: JOSEPH M. FLOREZ, IV, d/b/a ALL AMERICAN RENOVATIONS AND DEMOLITIONS, a  Colorado limited liability company, v.  Additional Counterclaim Defendants: LELAND ROMERO, in his capacity as personal representative for the Estate of Leland Augustine Noeland; COMPLETE SYSTEMS, INC., a Colorado corporation; BAYVIEW LOAN SERVICING, LLC, a Florida limited liability company; REMEDY ROOFING INC., a Texas corporation; MARGARET T. CHAPMAN, in her official capacity as Public Trustee for Jefferson County, CO  Attorneys for Plaintiff/Counterclaim Defendant Leland Romero:  Joshua R. Proctor, #33835 Andrew L. Shively, #43526 Proctor Brant, P.C.  4B Inverness Court East, Suite 110 Englewood, Colorado 80112  Telephone: (303) 768-8240 [jproctor@proctorbrant.com](mailto:jproctor@proctorbrant.com)  [ashively@proctorbrant.com](mailto:ashively@proctorbrant.com) | ILED: January 16, 2018 4:23 PM  ID: F3EDE3BCEB7B7 UMBER: 2017CV372  **▲COURT USE ONLY▲**  Case Number: 2017CV372 Division: 5 |
| **PLAINTIFF’S ANSWER TO DEFENDANT’S COUNTERCLAIMS** | |

Plaintiff, Leland Romero, by and through his attorneys, Proctor Brant, P.C., hereby submits his Answer to Defendant’s Counterclaims, and states as follows:

# PARTIES, JURISDICTION, AND VENUE

1. Admitted.
2. Upon information and belief, admitted.
3. Admitted.
4. Denied for lack of information and/or belief.
5. Denied for lack of information and/or belief.
6. Denied for lack of information and/or belief.
7. Denied for lack of information and/or belief.
8. Mr. Romero does not object to venue.

# GENERAL ALLEGATIONS

1. Upon information and belief, Mr. Romero admits that the property at issue is located at 1530 S. Chase St., Lakewood, CO 80232. Mr. Romero denies all remaining allegations of this paragraph.
2. Admitted.
3. Mr. Romero admits he is the owner of the property located at 1530 S. Chase St., Lakewood, CO 80232. Mr. Romero denies all remaining allegations of this paragraph.
4. Mr. Romero states that the language of the agreement referenced in paragraph 12 speaks for itself. To the extent a further response is required, Mr. Romero admits he contracted with Defendant for Defendant to perform certain construction related services at the property located at 1530 S. Chase St., Lakewood, CO 80232. Mr. Romero also admits the estimate is dated April 3, 2017, and was signed by him on April 11, 2017, and by Defendant on April 6, 2017. Mr. Romero denies all remaining allegations of this paragraph.
5. Mr. Romero admits that Defendant performed some services relating to the property located at 1530 S. Chase St., Lakewood, CO 80232, and that Defendant provided him with some invoices. Mr. Romero denies all remaining allegations of this paragraph.
6. Denied.
7. Denied for lack of information and/or belief.
8. Mr. Romero admits, upon information and belief, that on September 11, 2017, Defendant filed a mechanics’ lien in the amount of $16,328.34 with the Jefferson County Clerk and Recorder. Mr. Romero denies all remaining allegations of this paragraph for lack of information and/or belief.
9. Denied.

# CLAIMS FOR RELIEF

**First Claim – Foreclosure on Mechanics’ Lien – Against all Defendants**

1. Mr. Romero admits, upon information and belief, that on September 11, 2017, Defendant filed a mechanics’ lien in the amount of $16,328.34 with the Jefferson County Clerk and Recorder. Mr. Romero denies all remaining allegations of this paragraph.
2. Denied for lack of information and/or belief.
3. Denied for lack of information and/or belief.
4. Denied for lack of information and/or belief.
5. Denied for lack of information and/or belief.
6. Denied for lack of information and/or belief.
7. Denied for lack of information and/or belief.

# Second Claim – Breach of Contract – Against Roero, Individually and as Personal Representative of the Estate

1. Mr. Romero incorporate his responses to all prior paragraphs as though fully set forth herein.
2. Mr. Romero states that the agreement referenced in paragraph 26 speaks for itself. To the extent a further response is required, Mr. Romero admits he contracted with Defendant for Defendant to perform certain construction related services at the property located at 1530 S. Chase St., Lakewood, CO 80232. Mr. Romero denies all remaining allegations of this paragraph for lack of information and/or belief.
3. Denied.
4. Denied.
5. Denied.

# Third Claim – Unjust Enrichment – Against Roero, Individually and as Personal Representative of the Estate

1. Mr. Romero incorporate his responses to all prior paragraphs as though fully set forth herein.
2. Mr. Romero admits that he hired Defendant to perform certain construction related services at the property. Mr. Romero denies all remaining allegations of this paragraph.
3. Denied.
4. The allegations of paragraph 33 are not directed toward Mr. Romero. Therefore, no response is required. To the extent the paragraph is construed to require a further response, the allegations are denied.

**DEFENSES**

**FIRST DEFENSE**

Defendant’s damages, if any, may have been caused by its own conduct, or the conduct of others imputed to it, which conduct bars or diminishes any recovery of damages.

# SECOND DEFENSE

Defendant may have failed to reasonably mitigate its damages.

# THIRD DEFENSE

Defendant may have failed to comply with all conditions precedent to the bringing of this action, including but not limited to the provisions of Colorado’s General Mechanics’ Lien statute,

C.R.S. § 38-22-101, et seq.

# FOURTH DEFENSE

Defendant’s damages, if any, may be barred or reduced by operation of contract*.*

# FIFTH DEFENSE

Defendant’s injuries or damages, if any, may be barred or reduced by Plaintiff’s payments to Defendant in satisfaction of any contractual or legal obligations.

# SIXTH DEFENSE

Defendant may be barred from recovery because it did not perform work required by the contract, did not perform the work properly or its work performed had no value.

# SEVENTH DEFENSE

Defendant’s Counterclaims may have failed to state a claim against Plaintiff upon which relief can be granted.

# EIGHTH DEFENSE

Defendant’s Counterclaims may be untimely.

# NINTH DEFENSE

Defendant may be barred from recovery of damages by the doctrines of unclean hands, waiver, estoppel, release and/or forfeiture.

WHEREFORE, Plaintiff Leland Romero, having fully answered Defendant’s Counterclaims, prays for judgment in his favor and against Defendant, dismissing Defendant’s Counterclaims with prejudice, together with costs, expert witness fees, interest, and for such other and further relief as the Court deems proper.

Dated: January 16, 2018.

Respectfully submitted, PROCTOR BRANT, P.C.

***Original signature on file at the offices of PROCTOR BRANT, P.C.***

By: s/ *Joshua R. Proctor*

Joshua R. Proctor, #33835 Andrew L. Shively, #43526

Attorneys for Plaintiff Leland Romero

**CERTIFICATE OF SERVICE**

I hereby certify that on January 16, 2018 a true and correct copy of the foregoing

**PLAINTIFF’S ANSWER TO DEFENDANT’S COUNTERCLAIMS** was e-filed through

COLORADO COURTS E-FILING and served electronically on the following:

Brian T. Moore, Esq. Niki Schwab, Esq.

JESTER GIBSON & MOORE, LLP

1999 Broadway, Suite 3225

Denver, CO 80202

Phone: 303-377-7888

[bmoore@jgllp.com](mailto:bmoore@jgllp.com) [nschwab@jgllp.com](mailto:nschwab@jgllp.com)

*Attorneys for Defendant*

*Original signature on file at the offices of PROCTOR BRANT, P.C.*

By: /s/ *Joshua R. Proctor*