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| 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 FIRST AMENDED COMPLAINT** | |

Plaintiff, Leland Romero, by and through his attorneys, Proctor Brant, P.C., hereby alleges as follows as to his First Amended Complaint against Defendant All American Renovations & Demolition, LLC:

# PARTIES, JURISDICTION, AND VENUE

1. At all times relevant hereto, Plaintiff, Leland Romero, was an individual residing at 1025 San Juan Avenue, Alamosa, Colorado 81101.
2. At all times relevant hereto, Defendant, All American Renovations & Demolition, LLC, was a Colorado limited liability company with a principal place of business located at P.O. Box 29962, Denver, Colorado 80229.
3. Venue is proper in Jefferson County, Colorado pursuant to C.R.C.P. 98 because the acts alleged involve real property located in Jefferson County, Colorado and the contract for services was to be performed in Jefferson County, Colorado.

# GENERAL ALLEGATIONS

1. The property at issue is located at 1530 S. Chase Street, Lakewood, Colorado 80232 (“Subject Property”).
2. Mr. Romero is the legal owner of the Subject Property. Prior to Mr. Romero being the owner of the property, Mr. Romero was the personal representative of the Estate of Leland Augustine Noeland, Mr. Romero’s father and prior owner of the Subject Property.
3. Romero and Defendant entered into an agreement on or about April 11, 2017, (“Agreement”), whereby Defendant would perform certain construction-related services at the Subject Property.
4. Mr. Romero paid Defendant to perform certain construction-related services that Defendant never performed, or did not perform properly.
5. The Agreement provides, in part, that the “project is scheduled to be completed by

the first week of June 2017.”

1. Invoices submitted by Defendant to Mr. Romero provide, in part, that “Contractor understands that there is a deadline to be met and agrees to have the total contracted work completed by our mutually agreed-upon deadline.”
2. Invoices submitted by Defendant to Mr. Romero provide, in part, that “Contractor agrees to complete each phase of work in a timer manner.”
3. Defendant failed to complete work at the Subject Property by the first week of June 2017, and, at the time Defendant was terminated from the project, was not on schedule to complete work on time.
4. The Agreement provides, in part, that “All work requiring permits will be permitted before that phase begins and inspected upon completion by a licensed building inspector to ensure that the work meets city and county residential contraction codes.”
5. Defendant failed to obtain all necessary permits before beginning work at the Subject Property, and failed to obtain building, electrical, plumbing, and mechanical permits for the Subject Property.
6. The Department of Public Works for the City of Lakewood issued a Stop Work Order on June 7, 2017.
7. The Stop Work Order required building, electrical, plumbing, and mechanical permits to be obtained for the Subject Property.
8. The Agreement provides, in part, that “[a]ll materials will be recorded through invoice per phase of this renovation project.”
9. The Agreement provides, in part, that Mr. Romero pay for materials used for

construction related services at the Subject Property.

1. Defendant submitted invoices to Mr. Romero for tools and equipment purchased by Defendant, for which Mr. Romero was not obligated to pay under the Agreement.
2. Defendant submitted invoices to Mr. Romero for a roll-off dumpster, which was paid for by Mr. Romero, and for which Defendant was not entitled to payment.
3. Defendant submitted invoices to Mr. Romero for work that was not performed.
4. Invoices submitted by Defendant to Mr. Romero provide, in part, that “All American Renovations & Demolition, LLC is a fully licensed and insured company.”
5. Upon information and belief, Defendant was not licensed by the City of Lakewood, Colorado, prior to beginning work at the Subject Property.
6. Defendant obtained a probationary license from the City of Lakewood, Colorado, on April 24, 2017, after Defendant had already begun working at the Subject Property.
7. Upon information and belief, Defendant was not insured at the time it performed work at the Subject Property.
8. Invoices submitted by Defendant to Mr. Romero provide, in part, that “All subcontractors hired or at a minimum journeyman level in their respective trades.”
9. Defendant hired unskilled subcontractors to work at the Subject Property, and who were not at minimum journeyman level to work at the Subject Property.

# FIRST CLAIM FOR RELIEF

**(Breach of Contract)**

1. Mr. Romero incorporates the allegations from all prior paragraphs as though fully set forth herein.
2. Mr. Romero and Defendant entered into a contract whereby Defendant would provide certain construction-related services at the Subject Property in exchange for payment.
3. Mr. Romero substantially performed under the terms of the contract.
4. Defendant breached the contract with Mr. Romero by failing to perform the contract as set forth above.
5. Mr. Romero has incurred damages as a direct and proximate result of Defendant’s breach of the contract.

# SECOND CLAIM FOR RELIEF

**(Unjust Enrichment)**

1. Mr. Romero incorporates the allegations from all prior paragraphs as though fully set forth herein.
2. Mr. Romero payed money to Defendant, conferring a benefit upon Defendant, which Defendant accepted and retained.
3. Under the circumstances, allowing Defendant to retain the benefit of Mr. Romero’s payment would be unjust, entitling Plaintiff to restitution.

WHEREFORE, Plaintiff Leland Romero prays for judgment against Defendant in an amount to be proven at trial, together with pre- and post-judgment interest, attorneys’ fees, costs and expenses, and such further relief this 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 FIRST AMENDED COMPLAINT** was e-filed through COLORADO

COURTS E-FILING and served electronically on the following:

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

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*Attorneys for Defendant*

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

By: /s/ *Joshua R. Proctor*