

DISTRICT COURT, LARIMER COUNTY, STATE OF COLORADO 201 LaPorte Ave., Suite 100 Ft. Collins, CO 80521	DATE FILED June 28, 2023 3:39 PM FILING ID: 3BF137E790C0C CASE NUMBER: 2022CV30492
ELIZABETH AGUILAR Plaintiff,  v.  HARMONY ROAD, LLC, and RHP PROPERTIES, INC. Defendants.	▲ COURT USE ONLY ▲
<i>Attorneys for Defendants Harmony Road, LLC and  RHP Properties, Inc.</i>  Deanne C. McClung, #27451 Ryan L. Winter, #32190 Jared R. Ellis, #36834 Nicholas J. Deaver, #50118 Hall & Evans, LLC 1001 Seventeenth St, Suite 300 Denver, CO 80202 (303) 628-3300 Tele (303) 628-3368 Fax <a href="mailto:mcclungd@hallevans.com">mcclungd@hallevans.com</a> <a href="mailto:winterr@hallevans.com">winterr@hallevans.com</a> <a href="mailto:ellisj@hallevans.com">ellisj@hallevans.com</a> <a href="mailto:deavern@hallevans.com">deavern@hallevans.com</a>	CASE NO.: 2022CV030492  Division: 3B
<b>RHP PROPERTIES, INC.’S ANSWER, DEFENSES AND AFFIRMATIVE DEFENSES  WITH JURY DEMAND TO CLASS ACTION COMPLAINT</b>	

Defendant RHP Properties, Inc. (“Defendant RHP”), by and through its attorneys, Hall & Evans, LLC, hereby submits its Answer and Affirmative Defenses to Plaintiff Elizabeth Aguilar’s Complaint as follows:

Defendant RHP states that the first paragraph of Plaintiff's Complaint contains introductory and conclusory allegations to which no response is required. To the extent a response is required, Defendant RHP denies that it unlawfully caused vehicles to be towed for expired tags or registration.

### **ANSWER TO PARTIES**

1. Defendant RHP admits that Plaintiff is a tenant with a lease agreement for a manufactured home lot at the real property commonly known as Harmony Village, a manufactured home community located in Fort Collins, Colorado. Defendant RHP denies the remaining allegations in Paragraph 1 of the Complaint.

2. Defendant RHP admits that Harmony Road, LLC is a foreign limited liability company with a principal office address listed with the Colorado Secretary of State as 31200 Northwestern Highway, Farmington Hills, MI 48334. Defendant RHP admits that Harmony Road, LLC owns and manages a mobile home park located at 2500 Harmony Road, Fort Collins, CO 80528 which contains at least 400 lots for mobile homes.

3. Defendant RHP denies that it is the manager and owner of Defendant Harmony. Defendant admits the remaining allegations in Paragraph 3 of the Complaint.

### **ANSWER TO JURISDICTION AND VENUE**

4. The allegations contained in paragraph 4 of the Complaint assert legal conclusions to which no response is required. To the extent a response is deemed required, Defendant RHP is without sufficient information or knowledge to admit or deny the allegations in paragraph 4 of the Complaint and therefore denies them. Defendant RHP expressly denies that C.R.S. § 13-1-124(1)(a) applies or that Defendant RHP violated it.

5. The allegations contained in paragraph 5 of the Complaint assert legal conclusions to which no response is required. To the extent a response is deemed required, Defendant RHP is without sufficient information or knowledge to admit or deny the allegations in paragraph 5 of the Complaint and therefore denies them.

#### **ANSWER TO COMMON FACTUAL ALLEGATIONS**

6. Defendant RHP admits that Harmony Road, LLC owns Harmony Village Manufactured Home Community (“Harmony Village”) where Plaintiff is a lessee. Defendant RHP denies the remaining allegations in Paragraph 6 of the Complaint.

7. Denied.

8. Defendant RHP denies that it owns thirty parks. All remaining allegations contained in this paragraph are denied for lack of information and/or belief.

9. Defendant RHP admits that Ross H. Partrich signed a Deed of Trust recorded in Larimer County on December 14, 2012, at instrument number 20120090355 but denies the remaining allegations contained in Paragraph 9 of the Complaint.

10. Defendant RHP admits that Harmony Road, LLC is registered with the Colorado Department of Local Affairs Mobile Home Park Oversight Program, and admits that Joel Brown is the President of Defendant RHP. Defendant RHP denies the remaining allegations in Paragraph 10 of the Complaint.

11. Defendant RHP denies the allegations contained in Paragraph 11 of the Complaint.

12. Defendant RHP denies these allegations as applied to itself. Defendant RHP lacks sufficient information to form a belief as to the truth of the allegations as applied to Harmony, and therefore denies those allegations on that basis.

13. Defendant RHP admits that Exhibit 1 of the Complaint is a copy of Harmony Road, LLC's lease with Plaintiff (the "Lease"). The Lease speaks for itself, and no further response is required. To the extent a response is required, Defendant RHP denies all additional allegations contained in Paragraph 13 of the Complaint that conflict or misrepresent the terms of the Lease.

14. Defendant RHP denies these allegations as applied to itself. Defendant RHP lacks sufficient information to form a belief as to the truth of the allegations as applied to Harmony, and therefore denies those allegations on that basis.

15. This Lease speaks for itself, and no further response is required. To the extent a response is required, Defendant RHP denies that it entered into a lease with Plaintiff. Defendant RHP further denies all additional allegations contained in Paragraph 15 of the Complaint that conflict or misrepresent the terms of the Lease.

16. The allegations contained in Paragraph 16 of the Complaint includes a citation to Colorado Mobile Home Park Act (the "Act"). The Act speaks for itself and no further response is required. To the extent a response is required, Defendant RHP denies that the Act applies to it or that it violated the Act.

17. Defendant RHP lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of the Complaint, and on that basis, denies the same.

18. Defendant RHP denies that it contracted with Defender Towing, LLC d/b/a BusyBee Towing Company ("BusyBee Towing") for any services. Defendant RHP lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 18 of the Complaint, and on that basis, denies the same.

19. Defendant RHP lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19 of the Complaint, and on that basis, denies the same.

20. Defendant RHP denies the allegations in Paragraph 20 of the Complaint.

21. Defendant RHP denies that it entered into a lease with the Plaintiff. Defendant RHP denies all additional allegations contained in Paragraph 21 of the Complaint that conflict or misrepresent the terms of the Lease, which speaks for itself.

#### **ANSWER TO FACTS SPECIFIC TO PLAINTIFF AGUILAR**

22. Defendant RHP denies that it has entered into a lease with Plaintiff Aguilar. All other allegations contained within this paragraph are denied for lack of information and/or belief.

23. Defendant RHP denies that it has entered into a lease with Plaintiff Aguilar. All other allegations contained within this paragraph are denied for lack of information and/or belief.

24. Defendant RHP lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 24 of the Complaint, and on that basis, denies the same.

25. Defendant RHP lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of the Complaint, and on that basis, denies the same.

26. Defendant RHP lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of the Complaint, and on that basis, denies the same.

27. Defendant RHP denies that it played any role in enforcing the terms of a lease to

which it was not a party. Defendant RHP lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 27 of the Complaint, and on that basis, denies the same.

28. Defendant RHP denies that it participated in the conduct alleged in this paragraph. Defendant RHP lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 28 or the Complaint, and on that basis, denies the same.

29. Defendant RHP lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of the Complaint, and on that basis, denies the same.

30. Defendant RHP denies that it has an office at the park or that any of its agents spoke with Plaintiff. Defendant RHP lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 30 of the Complaint, and on that basis, denies the same.

31. Defendant RHP lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of the Complaint, and on that basis, denies the same.

#### **ANSWER TO CLASS ACTION ALLEGATIONS**

32. Defendant RHP denies the allegations in Paragraph 32 of the Complaint.

33. Defendant RHP admits that the people identified in Paragraph 33 of the Complaint should be excluded from any Class designated in this matter.

34. Defendant RHP denies the allegations contained in Paragraph 34 of the Complaint.

35. Defendant RHP denies the allegations contained in Paragraph 35 of the Complaint.
36. Defendant RHP denies the allegations contained in Paragraph 36 of the Complaint.
37. Defendant RHP denies the allegations contained in Paragraph 37 of the Complaint.
38. Defendant RHP denies the allegations contained in Paragraph 38 and its subparts (a)-(f) of the Complaint.
39. Defendant RHP denies the allegations contained in Paragraph 39 of the Complaint.
40. Defendant RHP denies the allegations contained in Paragraph 40 of the Complaint.

**ANSWER TO FIRST CLAIM FOR RELIEF  
(Declaratory and Injunctive Relief)  
On Behalf of Class**

41. In response to Paragraph 41 of Plaintiff's Complaint, Defendant RHP incorporates its response to paragraphs 1-40 of Plaintiff's Complaint as set forth above as if fully restated herein.

42. This paragraph states a legal conclusion for which no response is required. To the extent a response is required, Defendant RHP specifically denies that it violated the Act, and denies all remaining allegations in Paragraph 42 of the Complaint.

43. This paragraph states a legal conclusion for which no response is required. To the extent a response is required, Defendant RHP specifically denies that it breached an implied covenant of good faith and fair dealing, and denies all remaining allegations in Paragraph 43 of the Complaint.

44. This paragraph states a legal conclusion for which no response is required. To the extent a response is required, Defendant RHP specifically denies that Plaintiff is entitled to a declaratory judgment, and denies all remaining allegations in Paragraph 44 of the Complaint.

45. This paragraph states a legal conclusion for which no response is required. To the

extent a response is required, Defendant RHP denies the allegations in Paragraph 45 of the Complaint.

46. This paragraph states a legal conclusion for which no response is required. To the extent a response is required, Defendant RHP specifically denies that Plaintiff is entitled to an injunction, and denies all remaining allegations in Paragraph 46 of the Complaint.

**ANSWER TO SECOND CLAIM FOR RELIEF  
(Violation of C.R.S. § 38-12-214(1))  
On Behalf of the Class**

47. In response to Paragraph 47 of Plaintiff's Complaint, Defendant RHP incorporates its response to paragraphs 1-46 of Plaintiff's Complaint as set forth above as if fully restated herein.

48. This paragraph states a legal conclusion and includes a citation to the Act, which speaks for itself, and no further response is required. To the extent a response is required, Defendant RHP admits that this paragraph accurately quotes the Act but denies the Act applies to it or that it violated the Act.

49. This paragraph states a legal conclusion and includes a citation to the Act, which speaks for itself, and no further response is required. To the extent a response is required, Defendant RHP admits that this paragraph accurately cites the Act but denies that the Act applies to it or that it violated the Act.

50. This paragraph states a legal conclusion for which no response is required. To the extent a response is required, Defendant RHP denies the allegations in Paragraph 50 of the Complaint.

51. Defendant RHP denies the allegations in Paragraph 51 of the Complaint.

52. Defendant RHP denies that Plaintiff or any potential Class Members suffered



damages. Further Defendant RHP denies that Plaintiff or any potential Class Members are entitled to relief beyond what the Act provides. Defendant RHP denies the remaining allegations in Paragraph 52 of the Complaint.

**ANSWER TO THIRD CLAIM FOR RELIEF  
(Breach of Contract)  
On Behalf of the Class**

53. In Response to Paragraph 53 of Plaintiff's Complaint, Defendant RHP incorporates its response to paragraphs 1-52 of Plaintiff's Complaint as set forth above as if fully restated herein.

54. Defendant RHP denies that it was a party to Plaintiff's lease and therefore denies all allegations in Paragraph 54 of the Complaint.

55. Defendant RHP denies that it was a party to Plaintiff's lease and therefore denies all allegations in Paragraph 55 of the Complaint.

56. Defendant RHP denies that it was a party to Plaintiff's lease and therefore denies all allegations in Paragraph 56 of the Complaint.

57. Defendant RHP denies that it was a party to Plaintiff's lease and therefore denies all allegations in Paragraph 57 of the Complaint.

**ANSWER TO FOURTH CLAIM FOR RELIEF  
(Breach of Implied Covenant of Good Faith)  
Against Defendant**

58. In response to Paragraph 58 of Plaintiff's Complaint, Defendant RHP incorporates its prior responses to the allegations in Paragraphs 1-57 as if fully restated herein.

59. This paragraph states a legal conclusion for which no response is required. To the extent a response is required, Defendant RHP denies that it was a party to Plaintiff's lease and therefore denies all allegations in Paragraph 59 of the Complaint.

60. This paragraph states a legal conclusion for which no response is required. To the extent a response is required, Defendant RHP denies that it was a party to Plaintiff's lease and therefore denies all allegations in Paragraph 60 of the Complaint.

61. Defendant RHP denies the allegations in Paragraph 61 of the Complaint.

62. Defendant RHP denies the allegations in Paragraph 62 of the Complaint.

#### **ANSWER TO PRAYER FOR RELIEF**

The remainder of the Complaint constitutes Plaintiff's prayer for relief, to which no response is required. To the extent that a response is required, Defendant RHP denies that Plaintiff or any potential Class Members are entitled to any of the requested relief against Defendant RHP.

#### **GENERAL STATEMENT REGARDING DEFENSES**

The Rules of Civil Procedure require every defendant to plead potential defenses at the time the Answer is filed, or risk a determination the potential defenses are waived, even though no disclosures have been exchanged, and no right of discovery exists, at the time the Answer is filed. Therefore, the defenses are necessarily pled based only on information and belief. Defendant RHP reserves the right to seek leave to amend their Answer or to add, withdraw, and/or modify their defenses once disclosures are exchanged, discovery is received, or other information is obtained.

#### **GENERAL DENIAL**

Defendant RHP denies each allegation not specifically admitted herein.

#### **DEFENSES AND AFFIRMATIVE DEFENSES**

1. Plaintiff has failed to state a claim upon which relief may be granted against Defendant RHP.

2. Plaintiff's claims are barred by the doctrines of waiver, unclean hands, accord and

satisfaction, acceptance, and ratification, estoppel, and/or laches.

3. Plaintiff's claims are barred, reduced or limited by the express terms and conditions of the Lease, to the extent such Lease may be found to bind RHP, and Harmony Village community guidelines, rules, regulations, or other applicable documents which purport to define the parties' rights, duties and obligations vis-à-vis each other, or other non-parties, which documents speak for themselves.

4. To the extent the Lease may be found to bind RHP, Plaintiff's claims are barred, reduced or limited by her breach of the Lease and Harmony Village community guidelines, rules, regulations, or other applicable documents which purport to define the parties' rights, duties and obligations vis-à-vis each other, or other non-parties, which documents speak for themselves.

5. Plaintiff's damages, if any, in whole or in part, were caused by her own acts or omissions.

6. Plaintiff's alleged damages, if any, were not caused by any act or omissions by Defendant RHP.

7. To the extent the Lease may be found to bind Defendant RHP, Plaintiff's Lease complied with all applicable state and local codes, rules, regulations, industry standards, and contracts.

8. To the extent it may be found to apply to Defendant RHP, Plaintiff's claims and/or damages may be limited or barred by the Mobile Home Park Act, C.R.S. § 38-12-200 et seq.

9. Plaintiff's damages, if any, are speculative, remote, and based upon guesses or mere estimates, which cannot serve as the legal basis for recovery. *See Roberts v. Holland & Hart*, 857 P.2d 492, 497 (Colo. App. 1993) (citing *U.S. v. Griffith, Gornall & Carman, Inc.*, 210 F.2d 11

(10th Cir. 1954)).

10. Plaintiff's damages, if any, are limited pursuant to C.R.S. § 38-12-200.1 *et seq.*
11. Plaintiff's damages, if any, are limited by the economic loss rule.
12. Defendant RHP reserves the right to plead additional affirmative defenses and other matters in avoidance that may become known through subsequent investigation and discovery.

**DEFENDANT DEMANDS THIS CASE  
BE TRIED TO A JURY OF SIX (6) PERSONS**

WHEREFORE, Defendant RHP Properties, Inc. respectfully requests that Plaintiff's Complaint be dismissed with prejudice, that judgment be entered in Defendant RHP's favor, and that the Court award costs, reasonable attorney fees, and such other relief as this Court deems proper under the circumstances.

DATED June 28, 2023

Respectfully submitted,  
HALL & EVANS, LLC

/s/Nicholas J. Deaver

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Ryan L. Winter, #32190

Jared R. Ellis, #36834

Nicholas J. Deaver, #50118

*Attorneys for Defendants Harmony Road, LLC and  
RHP Properties, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on June 28, 2023, a true and correct copy of the foregoing **RHP PROPERTIES, INC.'S ANSWER AND AFFIRMATIVE DEFENSES WITH JURY DEMAND TO CLASS ACTION COMPLAINT** was filed with the Court and served on all parties of record via e-file with the Colorado Courts E-filing System.

*Counsel for Plaintiff*

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*Original Duly Signed and on file  
at the offices of Hall & Evans, LLC*

*s/Holly Rogers*