

<p>DISTRICT COURT, COUNTY OF ADAMS, STATE OF COLORADO Adams County Justice Center 1100 Judicial Center Drive Brighton, Colorado 80601</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Plaintiffs: DENVER MEADOWS VECINOS UNIDOS HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation; LUZ GALICIA; BRENDA GUTIERREZ; PETRA BENNETT; DORA MEDINA; MARCO DE LA TORRE; MARIA DOLORES CHAVEZ; RAMON IBARRA; NANCY IBARRA; JORGE ALVAREZ; CRISTINA SALAZAR; FELIPE SALAZAR; SHAWNY OLIVAS; MARIA JANETH SANTOS; AND REMEGIO MONTES</p> <p>v.</p> <p>Defendants: LSC LIMITED LIABILITY COMPANY, a Colorado limited liability company, d/b/a DENVER MEADOWS MOBILE &amp; RV PARK; and SABRA MANAGEMENT AND INVESTMENT CO., a Colorado limited liability company.</p>	
<p>Kathleen M. Byrne, Reg. No. 24494 TREECE ALFREY MUSAT P.C. 633 17th Street, Suite 2200 Denver, CO 80202 (303) 292-2700 kbyrne@tamlegal.com <i>for Plaintiffs</i></p>	<p>Case No. _____ Courtroom: _____</p>
<p><b>VERIFIED COMPLAINT AND JURY DEMAND</b></p>	

Plaintiffs, Denver Meadows Vecinos Unidos Homeowners Association, Inc., Luz Galicia; Brenda Gutierrez; Petra Bennett; Dora Medina; Marco De La Torre; Maria Dolores Chavez; Ramon Ibarra; Nancy Ibarra; Jorge Alvarez; Cristina Salazar; Felipe Salazar; Shawny Olivas; Maria Janeth Santos; and Remegio Montes, by and through their counsel, Treece Alfrey Musat P.C., for their Verified Complaint and Jury Demand, state, allege, and aver as follows:

1. Plaintiff Denver Meadows Vecinos Unidos Homeowners Association, Inc., is a Colorado nonprofit corporation established by and for the residents of the Denver Meadows Mobile Home Park located at 2075 Potomac Street, Aurora, Colorado 80011. The other Plaintiffs are residents of and own homes situated in the Denver Meadows Mobile Home Park.

2. Defendant LSC Limited Liability Company ("LSC LLC") is a Colorado limited liability company. According to documents currently on file with the Colorado Secretary of State, LSC LLC maintains its principal office at 2075 Potomac Street, Aurora, Colorado 80011.

3. Defendant Sabra Management and Investment Co. ("Sabra LLC") is a Colorado limited liability company. According to documents currently on file with the Colorado Secretary of State, Sabra LLC maintains its principal office mailing address as 2075 Potomac Street, Aurora, Colorado 80011.

4. According to documents currently on file with the Adams County Assessor's Office, Defendants own the Denver Meadows Mobile Home Park located at 2075 Potomac Street, Aurora, Colorado 80011. Denver Meadows Mobile Home Park ("Denver Meadows") is in Adams County.

5. Ms. Tsipora ("Faye") Cline is or acts as the manager of Denver Meadows and frequently interacts with Plaintiffs and other Denver Meadows residents.

6. This Court is vested with jurisdiction over Defendants, pursuant to Colo. Rev. Stat. § 13-1-124(1)(c), because Defendants own, use or possess real property situated in this state.

7. Venue is proper in Adams County because Defendant LSC LCC maintains its principal office in Adams County. C.R.C.P. 98(c). Denver Meadows is also located in Adams County.

8. Defendants and their agents have disregarded state law and state regulations concerning the demolition of mobile homes and asbestos inspections within Denver Meadows.

9. In November of 2017, the handyman for Denver Meadows was demolishing a vacant mobile home on Lot C-29 within Denver Meadows. Plaintiffs were concerned that asbestos contamination could result from the demolition and believed that the required asbestos inspection had not occurred. In Denver Meadows, the distance between mobile homes can be as little as 15 or 20 feet.

10. On November 17, 2017, Ms. Cline, who identified herself as the owner of Denver Meadows, stated that no demolition permit had been secured for the mobile

home on Lot C-29 and that no precautions for the possible presence of asbestos had been taken. Ms. Cline was raking the grass immediately next to what was left of the mobile home on Lot C-29 at the time of this admission. Ms. Cline also stated that no demolition work was planned for the mobile homes on Lots C-21, B-5, or B-6.

11. During the same conversation, Ms. Cline referred to the Plaintiffs then present as “those b[\*]tches.” Soon after the conversation, and despite having been given the business card of Plaintiffs’ attorney, Ms. Cline took a photograph of Plaintiffs’ attorney’s vehicle, including its license plate.

12. Plaintiffs contacted the Colorado Department of Public Health and Environment (“Department”). On or about November 25, 2017, two staff members from the Department went to Denver Meadows, spoke with Denver Meadows staff, and required that asbestos inspections be performed before any further demolition work.

13. Despite the instructions from the Department staff members, on Monday, November 27, 2017, Defendants’ agents began demolition of the mobile home on Lot C-21 in Denver Meadows. Upon information and belief, no demolition permit had been obtained and no asbestos inspection had occurred with respect to the mobile home on Lot C-21. On November 28, 2017, the Department again sent staff members to Denver Meadows, spoke with “on-site management,” and “prohibit[ed] any additional work.”

14. The Department has communicated with Denver Meadows staff, by telephone and by email, that the regulatory requirements concerning asbestos inspections and abatement apply to the demolition of mobile homes at Denver Meadows.

15. Upon information and belief, the demolition work at Lot C-21 then ceased.

16. Denver Meadows has stated that it intends to close Denver Meadows Mobile Home Park on June 30, 2018.

17. At this time, there are many vacant mobile homes in Denver Meadows, and the number may increase substantially as the purported closing date approaches. The health of Plaintiffs and the other residents of Denver Meadows is at risk if any of these other homes is demolished without the required asbestos inspection (and any necessary asbestos abatement measures).

18. Denver Meadows is located on land that is zoned for a mobile home park. About 20 months ago, on May 11, 2016, about 200 residents of Denver Meadows attended a City of Aurora Planning Commission meeting at which Defendants’ application for a zoning change for Denver Meadows was considered. The Denver Meadows residents spoke against the application for a zoning change.

19. Since that time, Defendants and their agents have engaged in a pattern of abuse, harassment, and retaliatory behavior with respect to Plaintiffs and other residents of Denver Meadows.

20. Specifically, since that time, one or more of the Defendants and/or their agents have:

- a. increased the lot rent twice, to between \$880 and \$950, for just the lot space;
- b. prohibited parking on G Street although that area is expressly authorized for resident parking in residents' leases;
- c. informed residents that they could be evicted from Denver Meadows for participating in homeowner association meetings;
- d. removed or scattered personal property of residents that was located on the resident's lot without a notice of rule violation or other notice;
- e. threatened to tow the cars of people who were, at the time of the threat, attending a meeting with a member of the Aurora City Council at a home in Denver Meadows;
- f. entered upon the lots of residents for purposes of looking into their homes;
- g. trimmed trees and bushes on the lots of residents so that the view through windows into the homes would not be obscured and then threatened the residents with eviction if they did not clean up the branches that had been cut; and
- h. imposed new and substantial charges for vehicle parking within days of when Plaintiffs took action on their concerns about asbestos contamination.

21. On November 20, 2017, three days after the conversation between some of the Plaintiffs and Ms. Cline concerning the demolition of mobile homes without an asbestos inspection, referenced in ¶¶ 10 and 11, above, Defendants issued a notice to residents that previously unenforced restrictions on vehicle parking would now be enforced and that a new \$90 per month charge for additional vehicle parking must be paid or vehicles would be towed. See **Exhibit A**.

22. On January 5, 2018, Defendants issued a notice to residents that stated that, "before removing your Mobile Home from the property or making any further changes to your mobile home you must now present the Denver Meadows Office with a copy of an Asbestos Inspection Report. The Asbestos Inspection Report must be done by a Colorado Certified Asbestos Building Inspector." See **Exhibit B**. However, there is apparently requirement that Denver Meadows to provide an asbestos report to residents to ensure that Denver Meadows has complied with the required asbestos inspection prior to demolishing any of the remaining vacant mobile homes.

23. In the same notice of January 5, 2018, Defendants stated that “Non-habitable storage will be charged for all mobile homes left in the park at \$40.00 per day beginning July 1, 2018 until mobile home is removed.” See **Exhibit B**.

**FIRST CLAIM FOR RELIEF  
VIOLATION OF THE COLORADO MOBILE HOME PARK ACT –  
DECLARATORY JUDGMENT  
(DEMOLITION OF MOBILE HOMES WITHOUT REQUIRED ASBESTOS  
INSPECTION)**

24. Plaintiffs incorporate their foregoing complaint.

25. Pursuant to Colo. Rev. Stat. § 38-12-220 of the Colorado Mobile Home Park Act, “[a]ny homeowner who owns a home in a mobile home park where the landlord has violated any provision of this article shall have a private civil right of action against the landlord. In any such action, the homeowner shall be entitled to actual economic damages and reasonable attorney fees and costs if the home owner is successful in the action.”

26. Pursuant to Colo. Rev. Stat. § 38-12-219(1)(a) of the Colorado Mobile Home Park Act, every mobile home owner in a mobile home park has the “right to . . . [p]rotection from abuse or disregard of state or local law by the landlord” or park owner.

27. Colorado Code of Regulation No. 8, Part B – Asbestos, Section III.A.1 (“Regulation”), provides as follows:

Prior to any renovation or demolition which may disturb greater than the trigger levels of material identified as a suspect asbestos-containing material pursuant to the EPA “Green Book,” Managing Asbestos in Place, Appendix G (1990), the facility component(s) to be affected by the renovation or demolition shall be inspected to determine if abatement is required.

28. This Regulation is enforceable under Colo. Rev. Stat. § 25-7-511(1).

29. The Department interprets this Regulation to require an asbestos inspection prior to the demolition of a mobile home.

30. Defendants have disregarded the state law requirement that an asbestos inspection be performed prior to demolition and the requirement that asbestos abatement be performed if necessary.

31. In so doing, Defendants have violated § 38-12-219(1)(a) of the Colorado Mobile Home Park Act.

32. Pursuant to Colo. Rev. Stat. §§ 13-51-105 and 13-51-106, Plaintiffs request that the Court enter a declaratory judgment that Defendants have violated the Mobile Home Park Act by engaging the demolition activities with respect to one or more vacant mobile homes without first conducting the state-required asbestos inspection and any asbestos abatement that would have been required after inspection.

**SECOND CLAIM FOR RELIEF  
VIOLATION OF THE COLORADO MOBILE HOME PARK ACT – INJUNCTION  
(DEMOLITION OF MOBILE HOMES WITHOUT REQUIRED ASBESTOS  
INSPECTION)**

33. Plaintiffs incorporate their foregoing complaint.

34. Upon entry of the declaratory judgment requested in the First Claim for Relief, above, Plaintiffs will have achieved actual success on the merits of that claim.

35. Plaintiffs and the other residents of Denver Meadows are at risk of irreparable harm to health unless this Court issues an injunction requiring Defendants to comply with the Colorado Mobile Home Park Act and the state law concerning asbestos inspections and any asbestos abatement.

36. The threatened injury outweighs the harm that the injunction may cause to Defendants because Defendants will not be harmed by an injunction requiring them to comply with the Colorado Mobile Home Park Act and the state law concerning asbestos inspections and asbestos abatement.

37. The public interest will not be adversely affected but rather will be served by an injunction requiring Defendants to comply with the Colorado Mobile Home Park Act and the state law concerning asbestos inspections and asbestos abatement.

**THIRD CLAIM FOR RELIEF  
VIOLATION OF THE COLORADO MOBILE HOME PARK ACT –  
DECLARATORY JUDGMENT  
(ABUSE, HARASSMENT, AND RETALIATION)**

38. Plaintiffs incorporate their foregoing complaint.

39. Pursuant to Colo. Rev. Stat. § 38-12-220 of the Colorado Mobile Home Park Act, “[a]ny homeowner who owns a home in a mobile home park where the landlord has violated any provision of this article shall have a private civil right of action against the landlord. In any such action, the homeowner shall be entitled to actual economic damages and reasonable attorney fees and costs if the home owner is successful in the action.”

40. Pursuant to Colo. Rev. Stat. § 38-12-219(1) of the Colorado Mobile Home Park Act, every mobile home owner in a mobile home park has the “right to . . . [p]rotection from abuse . . . by the landlord[,]” [p]eaceful enjoyment of the home owner’s mobile home space, free from unreasonable, arbitrary, or capricious rules and enforcement thereof[,]” and “[t]enancy free from harassment . . . by the landlord.”

41. Pursuant to Colo. Rev. Stat. § 38-12-214(1) of the Colorado Mobile Home Park Act, a park owner may enforce rules “only if . . . [t]hey are not retaliatory or discriminatory in nature[.]”

42. Pursuant to Colo. Rev. Stat. § 38-12-206 of the Colorado Mobile Home Park Act, home owners in a mobile home park “have the right to meet and establish a homeowners’ association.”

43. Defendants and their agents have engaged in a pattern of abuse, harassment, and retaliation toward Plaintiffs and other residents and have denied Plaintiffs and other residents the right to peaceful enjoyment of the mobile home spaces.

44. Since the May 11, 2016, meeting of the City of Aurora Planning Commission, which was attended by approximately 200 Denver Meadows residents in opposition to the application for a zoning change for the Denver Meadows property, Defendants and their agents have:

- a. increased the lot rent twice, to between \$880 and \$950, for just the lot space;
- b. prohibited parking on G Street although that area is expressly authorized for resident parking in residents’ leases;
- c. informed residents that they could be evicted from Denver Meadows for participating in homeowner association meetings;
- d. threatened to tow the cars of people who were, at the time of the threat, attending a meeting with a member of the Aurora City Council at a home in Denver Meadows;
- e. entered upon the lots of residents without advance notice for purposes of peering into the residents’ homes;
- f. trimmed trees and bushes on the lots of residents so that the view through windows into the homes would not be obscured and then threatened the residents with eviction if they did not clean up the branches that had been cut; and
- g. imposed new and substantial charges for vehicle parking within days of when Plaintiffs took action on their concerns about asbestos contamination.

45. In so doing, Defendants have violated § 38-12-219(1) of the Colorado Mobile Home Park Act.

46. Pursuant to Colo. Rev. Stat. §§ 13-51-105 and 13-51-106, Plaintiffs request that the Court enter a declaratory judgment that Defendants have violated the Mobile Home Park Act by engaging in conduct that constitutes abuse, harassment, and/or retaliation toward Plaintiffs and other residents and have denied Plaintiffs and other residents the right to peaceful enjoyment of the mobile home spaces.

**FOURTH CLAIM FOR RELIEF  
VIOLATION OF THE COLORADO MOBILE HOME PARK ACT –  
INJUNCTION  
(ABUSE, HARASSMENT, AND RETALIATION)**

47. Plaintiffs incorporate their foregoing complaint.

48. Upon entry of the declaratory judgment requested in the Third Claim for Relief, above, Plaintiffs will have achieved actual success on the merits of that claim.

49. Plaintiffs and the other residents of Denver Meadows are at risk of irreparable harm unless this Court issues an injunction ordering Defendants to cease and desist the abuse, harassment, and retaliation that has been inflicted on Plaintiffs and other residents of Denver Meadows. Plaintiffs anticipate that abuse, harassment, and retaliation, in the form of new rent increases, charges, or oppressive rules may result from the filing of this Complaint.

50. The threatened injury outweighs the harm that the injunction may cause to Defendants because Defendants will not be harmed by an injunction requiring them to comply with the Colorado Mobile Home Park Act and its prohibition of abuse, harassment, and retaliation against home owners.

51. The public interest will not be adversely affected but rather will be served by an injunction requiring Defendants to comply with the Colorado Mobile Home Park Act and its prohibition of abuse, harassment, and retaliation against home owners.

**FIFTH CLAIM FOR RELIEF  
VIOLATION OF THE COLORADO MOBILE HOME PARK ACT –  
DECLARATORY JUDGMENT  
(IMPOSITION AND COLLECTION OF PARKING CHARGES)**

52. Plaintiffs incorporate their foregoing complaint.

53. Pursuant to Colo. Rev. Stat. § 38-12-220 of the Colorado Mobile Home Park Act, “[a]ny homeowner who owns a home in a mobile home park where the



landlord has violated any provision of this article shall have a private civil right of action against the landlord. In any such action, the homeowner shall be entitled to actual economic damages and reasonable attorney fees and costs if the home owner is successful in the action.”

54. Pursuant to Colo. Rev. Stat. § 38-12-203(1)(c) and 38-12-214(1) of the Colorado Mobile Home Park Act, a park owner may amend the Rules and Regulations of the park “on sixty days’ written notice” to the home owners; the amended Rules and Regulations must be “reasonable” and “are enforceable against a home owner only if . . . [t]hey are not retaliatory or discriminatory in nature[.]”

55. Pursuant to Colo. Rev. Stat. § 38-12-213(1)(f) of the Colorado Mobile Home Park Act, “[a]ll charges to the home owner other than rent” must be included in the rental agreement.

56. On November 20, 2017, Defendants’ agents issued a notice to residents that a new \$90 per month charge for additional vehicle parking must be paid or vehicles would be towed. As justification for this charge, the notice stated: “Due to that Denver Meadows Mobile Home Park has less than 7 ½ months until June 30<sup>th</sup> 2018, when it will close, owners and management have decided the following beginning immediately.”

57. Defendants’ imposition of a new charge by simple notice to Plaintiffs and other residents is not a valid method to impose a charge under the Colorado Mobile Home Park Act, which requires that all charges be stated in the rental agreement.

58. If the new parking restrictions were considered to be an amendment to the Rules and Regulations, the Colorado Mobile Home Park Act requires a notice period of 60 days, and so Defendants’ imposition of new parking restrictions “beginning immediately” is not a valid method to amend a Rule or Regulation under the Colorado Mobile Home Park Act.

59. The notice of November 20, 2017, violated the provisions of the Colorado Mobile Home Park Act and is not valid.

60. Defendants have charged Plaintiff Maria Dolores Chavez and others with the improper parking charge. Plaintiffs Maria Dolores Chavez; Jorge Alvarez and Cristina Salazar; Felipe Salazar and Shawny Olivas; and Maria Janeth Santos and Remegio Montes have all been charged the \$90 fee for the month of January 2018 and paid it under protest because they do not want to face eviction proceedings for failure to pay the charge.

61. Pursuant to Colo. Rev. Stat. §§ 13-51-105 and 13-51-106, Plaintiffs request that the Court enter a declaratory judgment ruling that Defendants have violated

the Mobile Home Park Act by issuing notice of November 20, 2017, and rule that the notice and any charge imposed under that notice are not enforceable.

**SIXTH CLAIM FOR RELIEF  
MONEY HAD AND RECEIVED (PARKING CHARGES)**

62. Plaintiffs incorporate their foregoing complaint.

63. Plaintiffs Maria Dolores Chavez; Jorge Alvarez and Cristina Salazar; Felipe Salazar and Shawny Olivas; and Maria Janeth Santos and Remegio Montes, and other residents of Denver Meadows, paid Defendants money for the improper parking charge.

64. Defendants, in equity good conscience, should return the money to the Plaintiffs and the other residents.

**SEVENTH CLAIM FOR RELIEF  
UNJUST ENRICHMENT (PARKING CHARGES)**

65. Plaintiffs incorporate their foregoing complaint.

66. At the expense of Plaintiffs Maria Dolores Chavez; Jorge Alvarez and Cristina Salazar; Felipe Salazar and Shawny Olivas; and Maria Janeth Santos and Remegio Montes and other residents who paid the improper parking charge, Defendants have received a benefit from the receipt of payment of the improper parking charges.

67. The circumstances make it unjust for Defendants to retain the benefit without paying.

**EIGHTH CLAIM FOR RELIEF  
VIOLATION OF THE COLORADO MOBILE HOME PARK ACT –  
DECLARATORY JUDGMENT  
(IMPOSITION OF STORAGE CHARGES AFTER PARK CLOSURE)**

68. Plaintiffs incorporate their foregoing complaint.

69. Pursuant to Colo. Rev. Stat. § 38-12-220 of the Colorado Mobile Home Park Act, “[a]ny homeowner who owns a home in a mobile home park where the landlord has violated any provision of this article shall have a private civil right of action against the landlord. In any such action, the homeowner shall be entitled to actual economic damages and reasonable attorney fees and costs if the home owner is successful in the action.”

70. Pursuant to Colo. Rev. Stat. § 38-12-213(1)(f) of the Colorado Mobile Home Park Act, “[a]ll charges to the home owner other than rent” must be included in the rental agreement.

71. On January 5, 2018, Defendants’ agents issued a notice to residents that a new \$40 per day charge would be imposed “for all mobile homes left in the park . . . beginning July 1, 2018 until [the] mobile home is removed.”

72. Defendants’ imposition of a new charge by simple notice to Plaintiffs and other residents is not a valid method to impose a charge under the Colorado Mobile Home Park Act, which requires that all charges be stated in the rental agreement.

73. This provision of the notice of January 5, 2018, violated the provisions of the Colorado Mobile Home Park Act and is not valid.

74. If Denver Meadows is to be closed on July 1, 2018, the rental agreement between Denver Meadows and each resident will terminate. Defendants simply have no authority to impose charges on Denver Meadows residents after the date of rental agreement termination.

75. Pursuant to Colo. Rev. Stat. §§ 13-51-105 and 13-51-106, Plaintiffs request that the Court enter a declaratory judgment ruling that Defendants have violated the Mobile Home Park Act by issuing the notice of January 5, 2018, and order that the notice and any charge imposed under that notice are not enforceable.

**NINTH CLAIM FOR RELIEF  
TEMPORARY RESTRAINING ORDER (C.R.C.P. 65)**

76. Plaintiffs incorporate their foregoing complaint.

77. Defendants’ actions, in commencing demolition of mobile homes without the state-required asbestos inspection and any required asbestos abatement; in abusing, harassing, and retaliating against Plaintiffs and other residents of Denver Meadows; and in imposing and enforcing improper charges, are causing real, immediate, and irreparable injury to Plaintiffs. Plaintiffs have statutory rights which are being repeatedly violated by Defendants – sometimes on a daily basis.

78. Plaintiffs have no plain, speedy, and adequate remedy at law.

79. The granting of a temporary restraining order will not disserve the public interest, as it will require only that Defendants comply with the law.

80. Defendants are already bound by the Colorado Mobile Home Park Act. Requiring them to comply with that Act effectively preserves the status quo until a hearing on the merits can occur.

81. The balance of equities favors the temporary restraining order.

82. Plaintiffs also anticipate that Defendants will retaliate against them for the filing of this Verified Complaint and Jury Demand, and a temporary restraining order will protect Plaintiffs from that anticipated retaliation.

83. The acts of which Plaintiffs complain are serious violations of the Colorado Mobile Home Park Act. There is a reasonable probability that Plaintiffs will succeed on the merits of their claims.


### **JURY DEMAND**

With respect to their first through fifth claims, Plaintiffs demand a trial by jury on all issues so triable.

WHEREFORE, Plaintiffs request that the Court enter declaratory judgment and an order enjoining Defendants LSC LIMITED LIABILITY COMPANY, a Colorado limited liability company, d/b/a DENVER MEADOWS MOBILE & RV PARK; and SABRA MANAGEMENT AND INVESTMENT CO., a Colorado limited liability company, and their employees and agents from engaging in the conduct complained of herein and for compensatory damages as the Court deems just, pre- and post-judgment interest, attorney fees and costs as permitted by the Colorado Mobile Home Park Act and other law, and for any other relief to which Plaintiffs are entitled. Plaintiffs also requests that the Court issue a temporary restraining order to immediately enjoin Defendants from violating the Colorado Mobile Home Park Act.

Respectfully submitted this 12<sup>th</sup> day of January, 2018.

TREECE ALFREY MUSAT P.C.



Kathleen M. Byrne  
*for Plaintiffs*

Plaintiffs' Addresses:

DENVER MEADOWS VECINOS UNIDOS  
HOMEOWNERS ASSOCIATION, INC.,  
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Brenda Gutierrez  
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Petra Bennett  
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