

DISTRICT COURT, DENVER COUNTY,
STATE OF COLORADO
1437 Bannock Street, Room 256
Denver, Colorado 80202
720-865-8301

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CASE NUMBER: 2021CV33357

Plaintiffs:

BRANDON SMITH, KENDRA RAYLENE KEELY,
LYNETTE RHODES, AND SHIVANI MOHAN

v.

Defendants:

CARDINAL GROUP MANAGEMENT &
ADVISORY, LLC d/b/a CARDINAL GROUP
MANAGEMENT; GLENDALE PROPERTIES I, LLC
d/b/a MINT URBAN INFINITY; GLENDALE
PROPERTIES II, LLC d/b/a MINT URBAN
INFINITY.

***Attorneys for Defendants Glendale Properties I, LLC
and Glendale Properties II, LLC:***

Mark W. Nelson, #27095
Melissa J. Hessler, #35114
K. Thomas Cantley, #47604
NELSON LAW FIRM, LLC
1740 N. High Street
Denver, Colorado 80218
Telephone Number: 303-861-0750
Facsimile Number: 303-861-0751
E-Mail: mark@nelsonlawfirm.net
melissa@nelsonlawfirm.net
thomas@nelsonlawfirm.net

▲ COURT USE ONLY ▲

Case Number:
2021CV33357

Division:
275

**DEFENDANTS GLENDALE PROPERTIES I, LLC
AND GLENDALE PROPERTIES II, LLC'S ANSWER TO
SECOND AMENDED CLASS ACTION COMPLAINT**

Defendants, Glendale Properties I, LLC d/b/a Mint Urban Infinity and Glendale Properties II, LLC d/b/a Mint Urban Infinity (collectively "Glendale"), by and through their counsel, Nelson Law Firm, LLC, hereby submit the following Answer to Plaintiffs' Second Amended Class Action Complaint, as follows:

GLENDALE'S RESPONSE TO PREFATORY STATEMENT

The prefatory statement does not contain averments of claim to which a response is required. *See* C.R.C.P. 10(b) (“All averments of claim or defense shall be made in numbered paragraphs, the contents of each of which shall be limited as far as practicable to a statement of a single set of circumstances.”) To the extent the unnumbered prefatory statement contains legal and factual allegations to which a response is required, Glendale denies the same.

GLENDALE'S RESPONSE TO BACKGROUND

1. Glendale admits to the Property's address and description. Glendale is without sufficient knowledge or information to admit or deny the remaining allegations in Paragraph 1, and therefore denies the same.

2. Glendale admits that at times relevant to the complaint, it owned the property named Mint Urban Infinity, and the property was operated under the same name. Glendale admits it contracted with Cardinal for Cardinal to manage the Property, and Glendale admits the management agreement ended in 2022. The remaining allegations in Paragraph 2 contain legal and factual conclusions or characterizations to which no response is required. To the extent a response is necessary, Glendale denies the same.

3. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 3 and therefore denies the same.

4. Glendale cannot speak to the reasonable expectations of the Plaintiff and Class Members and therefore lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 4 and therefore denies the same.

5. Glendale denies the allegations in Paragraph 5.

6. Glendale denies the allegations in Paragraph 6.

7. Glendale denies the allegations in Paragraph 7.

8. Glendale denies the allegations in Paragraph 8.

9. Glendale denies the allegations in Paragraph 9.

10. Glendale denies the allegations in Paragraph 10.

11. The allegations in Paragraph 11 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

12. Glendale admits the procedural history as recited in Paragraph 12 to the extent that it is supported by the Court File and Register of Action in this case.

13. Glendale denies the allegations in Paragraph 13.

14. The allegations in Paragraph 14 contain legal conclusions and descriptions to which no response is required. To the extent a response is necessary, Glendale denies the same.

15. The allegations in Paragraph 15 contain legal conclusions and descriptions to which no response is required. To the extent a response is necessary, Glendale denies the same.

GLENDALE'S RESPONSE TO PARTIES

16. Glendale admits that Plaintiffs are or were tenants of Mint Urban Infinity. Glendale denies the remaining allegations in Paragraph 16, or Glendale lacks the requisite knowledge or information to either admit or deny them, and therefore denies the same.

17. Glendale admits that Plaintiff Smith resided at Mint Urban Infinity. Glendale lacks the requisite knowledge or information to either admit or deny the remaining allegations in Paragraph 17 and therefore denies the same.

18. The allegations in Paragraph 18 are not directed at Glendale. Glendale lacks the requisite knowledge or information to either admit or deny the remaining allegations in Paragraph 18 and therefore denies the same.

19. Glendale Properties I, LLC admits that its address listed with the Colorado Secretary of State is 1065 6th Ave FL 28, 5 Bryant Park, New York, NY 10018. Glendale admits that it was the owner of a portion of the property located at 1235 S. Birch St., Denver, CO 80246 known as Mint Urban Infinity and that it engaged Cardinal as a property manager. To the extent further response is required, Glendale denies the same.

20. Glendale Properties II, LLC admits that its address listed with the Colorado Secretary of State is 1065 6th Ave FL 28, 5 Bryant Park, New York, NY 10018. Glendale admits that it was the owner of a portion of the property located at 1235 S. Birch St., Denver, CO 80246 known as Mint Urban Infinity and that it engaged Cardinal as a property manager. To the extent further response is required, Glendale denies the same.

GLENDALE'S RESPONSE TO JURISDICTION AND VENUE

21. The allegations in Paragraph 21 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale does not object to jurisdiction.

22. The allegations in Paragraph 22 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale does not object to venue.

GLENDALE'S RESPONSE TO COMMON FACTUAL ALLEGATIONS

23. Glendale admits that Defendant Cardinal was Glendale's contracted property manager of Mint Urban Infinity and that the Glendale's contract with Defendant Cardinal terminated sometimes in 2022. Glendale denies the remaining allegations in Paragraph 23.

24. Glendale lacks the knowledge or information to either admit or deny the allegations in Paragraph 24 and therefore denies the same.

25. Glendale lacks the knowledge or information to either admit or deny the allegations in Paragraph 25 and therefore denies the same.

26. The allegations in Paragraph 26 are not directed at Glendale, and Glendale lacks the knowledge or information to either admit or deny the allegations in Paragraph 26 and therefore denies the same.

27. The allegations in Paragraph 27 are not directed at Glendale, and Glendale lacks the knowledge or information to either admit or deny the allegations and therefore denies the same.

28. The allegations in Paragraph 28 are not directed at Glendale. Glendale lacks the requisite knowledge or information to either admit or deny the remaining allegations in Paragraph 28 and therefore denies the same.

29. The allegations in Paragraph 29 are not directed at Glendale. Glendale lacks the requisite knowledge or information to either admit or deny the remaining allegations in Paragraph 29 and therefore denies the same.

30. The allegations in Paragraph 30 are not directed at Glendale. Glendale lacks the requisite knowledge or information to either admit or deny the remaining allegations in Paragraph 30 and therefore denies the same.

31. The allegations in Paragraph 31 are not directed at Glendale. Glendale lacks the requisite knowledge or information to either admit or deny the remaining allegations in Paragraph 31 and therefore denies the same.

32. The allegations in Paragraph 32 are not directed at Glendale. Glendale lacks the requisite knowledge or information to either admit or deny the remaining allegations in Paragraph 32 and therefore denies the same.

33. The allegations in Paragraph 33 are not directed at Glendale. Glendale lacks the requisite knowledge or information to either admit or deny the remaining allegations in Paragraph 33 and therefore denies the same.

34. The allegations in Paragraph 34 are directed to Cardinal. The documents speak for themselves. Glendale lacks the requisite knowledge or information to either admit or deny the remaining allegations in Paragraph 34 and therefore denies the same.

35. Glendale denies the allegations in Paragraph 35.

36. Glendale denies the allegations in Paragraph 36.

37. Glendale denies the allegations in Paragraph 37, or Glendale lacks the requisite knowledge or information to either admit or deny them, and therefore denies the same.

38. Glendale denies the allegations in Paragraph 38, or Glendale lacks the requisite knowledge or information to either admit or deny them, and therefore denies the same.

39. Glendale denies the allegations in Paragraph 39, or Glendale lacks the requisite knowledge or information to either admit or deny them, and therefore denies the same.

40. Glendale denies the allegations in Paragraph 40, or Glendale lacks the requisite knowledge or information to either admit or deny them, and therefore denies the same.

41. Glendale denies the allegations in Paragraph 41, or Glendale lacks the requisite knowledge or information to either admit or deny them, and therefore denies the same.

42. The allegations in Paragraph 42 appear to be directed to Defendant Cardinal. The documents speak for themselves. Glendale lacks the requisite knowledge or information to either admit or deny the remaining allegations in Paragraph 42 and therefore denies the same.

43. Glendale denies the allegations in Paragraph 43, or Glendale lacks the requisite knowledge or information to either admit or deny them, and therefore denies the same.

44. Glendale denies the allegations in Paragraph 44, or Glendale lacks the requisite knowledge or information to either admit or deny them, and therefore denies the same.

45. Glendale denies the allegations in Paragraph 45, or Glendale lacks the requisite knowledge or information to either admit or deny them, and therefore denies the same.

GLENDALÉ'S RESPONSE TO FACTS SPECIFIC TO PLAINTIFF SMITH

46. Glendale admits that Plaintiff Smith was a tenant of 1235 South Birch Street, Apt. 104, Denver, Colorado. The documents speak for themselves. Glendale lacks the requisite knowledge or information to either admit or deny the remaining allegations in Paragraph 46 and therefore denies the same.

47. Glendale lacks the requisite knowledge or information to either admit or deny the

allegations in Paragraph 47 and therefore denies the same.

48. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 48 and therefore denies the same.

49. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 49 and therefore denies the same.

50. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 50 and therefore denies the same.

51. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 51 and therefore denies the same.

52. The allegations in Paragraph 52 are not directed at Glendale. The document speaks for itself. Glendale lacks the requisite knowledge or information to either admit or deny the remaining allegations in Paragraph 52 and therefore denies the same.

53. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 53 and therefore denies the same.

54. The allegations in Paragraph 54 appear to be directed to Defendant Cardinal. The document speaks for itself. Glendale lacks the requisite knowledge or information to either admit or deny the remaining allegations in Paragraph 54 and therefore denies the same.

55. The allegations in Paragraph 55 are not directed at Glendale. The document speaks for itself. Glendale lacks the requisite knowledge or information to either admit or deny the remaining allegations in Paragraph 55 and therefore denies the same.

56. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 56 and therefore denies the same.

57. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 57 and therefore denies the same.

58. The allegations in Paragraph 58 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

59. The allegations in Paragraph 59 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

60. The allegations in Paragraph 60 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

GLENDALE'S RESPONSE TO FACTS SPECIFIC TO PLAINTIFF KEELY

61. Glendale admits Plaintiff Keely was a tenant of Mint Urban Infinity. Glendale lacks the requisite knowledge or information to either admit or deny the remaining allegations in Paragraph 61 and therefore denies the same.

62. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 62 and therefore denies the same.

63. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 63 and therefore denies the same.

64. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 64 and therefore denies the same.

65. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 65 and therefore denies the same.

66. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 66 and therefore denies the same.

67. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 67 and therefore denies the same.

68. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 68 and therefore denies the same.

69. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 69 and therefore denies the same.

70. The allegations in Paragraph 70 contain legal conclusions for which no response is required. To the extent a response is necessary, Glendale denies the same.

71. The allegations in Paragraph 71 contain legal conclusions for which no response is required. To the extent a response is necessary, Glendale denies the same.

72. The allegations in Paragraph 72 contain legal conclusions for which no response is required. To the extent a response is necessary, Glendale denies the same.

GLENDALE'S RESPONSE TO FACTS SPECIFIC TO PLAINTIFF RHODES

73. Glendale admits that Plaintiff Rhodes was a tenant of Mint Urban Infinity. Glendale lacks the requisite knowledge or information to either admit or deny the remaining allegations in Paragraph 73 and therefore denies the same.

74. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 74 and therefore denies the same.

75. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 75 and therefore denies the same.

76. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 76 and therefore denies the same.

77. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 77 and therefore denies the same.

78. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 78 and therefore denies the same.

79. The allegations in Paragraph 79 appear to be directed at Cardinal. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 79 and therefore denies the same.

80. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 80 and therefore denies the same.

81. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 81 and therefore denies the same.

82. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 82 and therefore denies the same.

83. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 83 and therefore denies the same.

84. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 84 and therefore denies the same.

85. The allegations in Paragraph 85 appear to be directed at Cardinal. The document speaks for itself. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 85 and therefore denies the same.

86. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 86 and therefore denies the same.

87. The allegations in Paragraph 87 appear to be directed at Cardinal. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 87 and

therefore denies the same.

88. The allegations in Paragraph 88 contain legal conclusions for which no response is required. To the extent a response is necessary, Glendale denies the same.

89. The allegations in Paragraph 89 contain legal conclusions for which no response is required. To the extent a response is necessary, Glendale denies the same.

90. The allegations in Paragraph 90 contain legal conclusions for which no response is required. To the extent a response is necessary, Glendale denies the same.

GLENDALE'S RESPONSE TO FACTS SPECIFIC TO PLAINTIFF MOHAN

91. Glendale admits that Plaintiff Mohan was a tenant of Mint Urban Infinity. Glendale lacks the requisite knowledge or information to either admit or deny the remaining allegations in Paragraph 91 and therefore denies the same.

92. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 92 and therefore denies the same.

93. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 93 and therefore denies the same.

94. The allegations in Paragraph 94 appear to be directed at Cardinal. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 94 and therefore denies the same.

95. The allegations in Paragraph 95 appear to be directed at Cardinal. The document speaks for itself. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 95 and therefore denies the same.

96. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 96 and therefore denies the same.

97. The allegations in Paragraph 97 appear to be directed at Cardinal. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 97 and therefore denies the same.

98. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 98 and therefore denies the same.

99. The allegations in Paragraph 99 appear to be directed at Cardinal. Glendale lacks the requisite knowledge or information to either admit or deny the allegations in Paragraph 99 and therefore denies the same.

100. The allegations in Paragraph 100 contain legal conclusions for which no response is required. To the extent a response is necessary, Glendale denies the same.

101. The allegations in Paragraph 101 contain legal conclusions for which no response is required. To the extent a response is necessary, Glendale denies the same.

102. The allegations in Paragraph 102 contain legal conclusions for which no response is required. To the extent a response is necessary, Glendale denies the same.

GLENDALE'S RESPONSE TO CLASS ACTION ALLEGATIONS

103. The allegations in Paragraph 103 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

104. The allegations in Paragraph 104 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

105. The allegations in Paragraph 105 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

106. The allegations in Paragraph 106 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

107. The allegations in Paragraph 107 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

108. The allegations in Paragraph 108 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

109. The allegations in Paragraph 109 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

110. The allegations in Paragraph 110 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

111. The allegations in Paragraph 111 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

GLENDALE'S RESPONSE TO FIRST CLAIM FOR RELIEF Injunctive and Declaratory Relief on Behalf of Plaintiffs and the Class Against All Defendants

112. Glendale incorporates the above-referenced paragraphs as if set forth fully herein.

113. The allegations in Paragraph 113 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

114. The allegations in Paragraph 114 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

115. The allegations in Paragraph 115 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

116. The allegations in Paragraph 116 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

117. The allegations in Paragraph 117 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

118. The allegations in Paragraph 118 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

119. The allegations in Paragraph 119 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

120. The allegations in Paragraph 120 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

121. The allegations in Paragraph 121 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

122. The allegations in Paragraph 122 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

123. The allegations in Paragraph 123 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

124. The allegations in Paragraph 124 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

125. The allegations in Paragraph 125 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

**GLENDALE'S RESPONSE TO SECOND CLAIM FOR RELIEF
Breach of Contract On Behalf of Plaintiffs Keely, Rhodes, Mohan and Subclass 3 Against
Both Defendants**

126. Glendale incorporates the above-referenced paragraphs as if set forth fully herein.

127. The allegations in Paragraph 124 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

128. The allegations in Paragraph 128 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

129. The allegations in Paragraph 129 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

130. The allegations in Paragraph 130 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

131. The allegations in Paragraph 131 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

132. The allegations in Paragraph 132 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

GLENDALÉ'S RESPONSE TO THIRD CLAIM FOR RELIEF
Alternative Claim for Unjust Enrichment On Behalf of Plaintiffs Keely, Rhodes, Mohan
and Subclass 3 Against both Defendants

133. Glendale incorporates the above-referenced paragraphs as if set forth fully herein.

134. The allegations in Paragraph 134 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

135. The allegations in Paragraph 135 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

136. The allegations in Paragraph 136 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

137. The allegations in Paragraph 137 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

138. The allegations in Paragraph 138 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

139. The allegations in Paragraph 139 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

140. The allegations in Paragraph 140 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

GLENDALE'S RESPONSE TO FOURTH CLAIM FOR RELIEF
Violation of Colorado Rental Application Fee Fairness Act,
C.R.S. § 38-12-905 On Behalf Plaintiffs Smith, Rhodes, and Subclass 1
Against both Defendants

141. Glendale incorporates the above-referenced paragraphs as if set forth fully herein.

142. The allegations in Paragraph 142 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

143. The allegations in Paragraph 143 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

144. The allegations in Paragraph 144 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

145. The allegations in Paragraph 145 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

146. The allegations in Paragraph 146 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

147. The allegations in Paragraph 147 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

GLENDALE'S RESPONSE TO FIFTH CLAIM FOR RELIEF
Breach of Contract On Behalf of Plaintiffs Smith, Rhodes, and Subclass 1 Against Both
Defendants

148. Glendale incorporates the above-referenced paragraphs as if set forth fully herein.

149. The allegations in Paragraph 149 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

150. The allegations in Paragraph 150 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

151. The allegations in Paragraph 151 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

152. The allegations in Paragraph 152 contain legal conclusions to which no response is

required. To the extent a response is necessary, Glendale denies the same.

GLENDALÉ'S RESPONSE TO SIXTH CLAIM FOR RELIEF
Alternative Claims for Unjust Enrichment On Behalf of Plaintiffs Smith, Rhodes, and
Subclass 1 Against Both Defendants

153. Glendale incorporates the above-referenced paragraphs as if set forth fully herein.

154. The allegations in Paragraph 154 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

155. The allegations in Paragraph 155 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

156. The allegations in Paragraph 156 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

157. The allegations in Paragraph 157 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

158. The allegations in Paragraph 158 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

GLENDALÉ'S RESPONSE TO SEVENTH CLAIM FOR RELIEF
Violation of Colorado's Warranty of Habitability, C.R.S. § 38-12-503 *et seq.* On Behalf of
the Plaintiffs and Subclass 2 Against All Defendants

159. Glendale incorporates the above-referenced paragraphs as if set forth fully herein.

160. The allegations in Paragraph 160 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

161. The allegations in Paragraph 161 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

162. The allegations in Paragraph 162 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

163. The allegations in Paragraph 163 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

164. The allegations in Paragraph 164 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

165. The allegations in Paragraph 165 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

**GLENDALÉ'S RESPONSE TO EIGHTH CLAIM FOR RELIEF
Breach of Contract on Behalf of the Plaintiffs and Subclass 2
Against All Defendants**

166. Glendale incorporates the above-referenced paragraphs as if set forth fully herein.

167. The allegations in Paragraph 167 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

168. The allegations in Paragraph 168 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

169. The allegations in Paragraph 169 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

170. The allegations in Paragraph 170 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

171. The allegations in Paragraph 171 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

172. The allegations in Paragraph 172 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

173. The allegations in Paragraph 173 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

174. The allegations in Paragraph 174 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

175. The allegations in Paragraph 175 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

176. The allegations in Paragraph 176 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

**GLENDALÉ'S RESPONSE TO NINTH CLAIM FOR RELIEF
Alternative Claim for Unjust Enrichment on Behalf of Plaintiffs and Subclass 2
Against All Defendants**

177. Glendale incorporates the above-referenced paragraphs as if set forth fully herein.

178. The allegations in Paragraph 178 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

179. The allegations in Paragraph 179 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

180. The allegations in Paragraph 180 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

181. The allegations in Paragraph 181 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

182. The allegations in Paragraph 182 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

183. The allegations in Paragraph 183 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

184. The allegations in Paragraph 184 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

GLENDAL RESPONSE TO TENTH CLAIM FOR RELIEF
Violation of C.R.S. § 38-12-103
On Behalf of Plaintiffs Keely, Rhodes, Mohan and Subclass 3
Against All Defendants

185. Glendale incorporates the above-referenced paragraphs as if set forth fully herein.

186. The allegations in Paragraph 186 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

187. The allegations in Paragraph 187 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

188. The allegations in Paragraph 188 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

189. The allegations in Paragraph 189 contain legal conclusions to which no response is required. To the extent a response is necessary, Glendale denies the same.

190. The allegations in Paragraph 190 contain legal conclusions to which no response is

required. To the extent a response is necessary, Glendale denies the same.

GENERAL DENIAL

All allegations in the Second Amended Class Action Complaint not expressly admitted herein are expressly denied, including all prayers for relief and remedies sought by Plaintiff.

GLENDALÉ PROPERTIES' AFFIRMATIVE DEFENSES

1. Plaintiffs' Complaint fails to state a claim upon which relief may be granted.
2. Plaintiffs failed to mitigate their damages/losses, if any.
3. Plaintiffs' damages/losses, if any, may have been the result of one or more intervening or superseding causes for which Glendale is not responsible.
4. Plaintiffs' claims are barred by the doctrines of consent, waiver, estoppel, laches, and/or unclean hands.
5. Plaintiffs' recovery of damages/losses against Defendants, if any, must be reduced by the contributory and/or comparative negligence of Plaintiffs and/or other persons, including responsible non-parties, pursuant to C.R.S. §§ 13-21-111, 13-21-111.5, and 13-21-406.
6. Plaintiffs' claims are barred by the applicable statute of limitations and/or statute of repose.
7. Plaintiffs' claims are barred by the economic loss rule.
8. Plaintiffs' claims are barred by their failure to exhaust all administrative remedies and/or failures to comply with conditions precedent, including C.R.S. § 38-12-905(2), C.R.S. § 38-12-503(2)(b), (2.3), C.R.S. § 38-12-504(1), (2), C.R.S. § 38-12-103(3)(a)
9. Plaintiffs' claims may be barred in whole, or in part, by their spoliation of evidence.
10. Even if Glendale violated the statutes alleged by Plaintiffs to have been violated, which Glendale denies, Plaintiffs incurred no damages.
11. Plaintiffs' damages, if any, are the result of actions or inaction by third parties not under the direction or control of Glendale.
12. Some or all of Plaintiffs' claims are moot.
13. Plaintiffs lack privity of contract.

14. Impossibility of performance.
15. One or more of the classes or subclasses lacks commonality, numerosity, and/or typicality.
16. Substantial performance
17. Glendale reserves the right to add or delete any affirmative defenses as discovery and investigation reveal facts to support them.

**GLENDALE PROPERTIES' DEMAND TRIAL BY A JURY
OF ALL ISSUES SO TRIABLE**

WHEREFORE, Glendale requests that Plaintiffs' claims be dismissed with prejudice, that judgment be entered in Glendale's favor and against Plaintiff, for an award of attorney fees and costs incurred defending against Plaintiffs' claims, and any other relief as the Court may deem just and proper.

Dated December 16, 2022.

Respectfully submitted,

Nelson Law Firm, LLC

/s/ Melissa J. Hessler
Mark W. Nelson, Esq.
Melissa J. Hessler, Esq.
K. Thomas Cantley, Esq.
***Attorneys for Defendants
Glendale Properties I, LLC &
Glendale Properties II, LLC***

CERTIFICATE OF SERVICE

I hereby certify that on December 16, 2022, a true and correct copy of the foregoing was electronically filed with the Court and served via Colorado E-Filing and addressed to all active counsel of record on Colorado E-Filing System's service list.

/s/ Ivy Sanders
Ivy Sanders