



2. Defendant ACM is a Delaware limited liability company with a true name of Bushwood LLC and an address of 4100 E Mississippi Avenue, Suite 500, Glendale, CO 80246.

3. Defendant Holleran is a Colorado limited liability company with a principal office address of 712 S. Memphis Way, Aurora, CO 80017.

### **JURISDICTION AND VENUE**

4. Venue in the District Court for the City and County of Denver is proper pursuant to C.R.C.P. 98(c)(1) because Defendants have offices, or are residents, and were served, in the City and County of Denver and Plaintiff is a nonprofit corporation whose principal office is located within the City and County of Denver.

5. Jurisdiction in the District Court is proper pursuant to the District Court's general jurisdiction over civil matters as provided in Section 9 of Article VI of the Colorado Constitution.

### **GENERAL ALLEGATIONS**

6. Sisters of Color is Colorado's oldest Promotora (community health worker) program, currently operating from a culturally responsive shared space called HEAL Denver.

7. Founded in 1989, Sisters of Color's holistic health education utilizes an original, culturally responsive curriculum of mind, body and spirit to address intergenerational cycles of health disparities rooted in historical trauma and train the next generation of community leaders to break economic, cultural, health and social barriers.

8. On or about July 11, 2019 ACM acquired fee simple title to the real property and improvements known as the Park Hill Golf Course, consisting of 155 acres, more or less, with a street address of 4141 E 35th Ave, Denver, CO 80207 ("Park Hill Golf Course").

9. Kenneth Ho is a Principal of ACM and upon information and belief, he is primarily responsible for the development and use of the Park Hill Golf Course.

10. Upon information and belief, Holleran is a partner in the development of the Park Hill Golf Course with ACM.

11. Upon information and belief, at all relevant times, Tyrone Hubbard was acting as an agent of Holleran.

12. Upon information and belief, Holleran is also an agent for ACM with regard to the Park Hill Golf Course.

13. In July of 2020, Adrienna Lujan Corrales, the Executive Director of Sisters of Color, began discussions about community engagement and leadership development in the Park

Hill Neighborhood with Hubbard, a Co-Founder and either a current, or former, Managing Broker of Holleran, and Norman Harris, a Co-Founder & Managing Partner of Holleran.

14. In January of 2021, Sisters of Color and Holleran began negotiating a potential lease of the Park Hill Golf Course Clubhouse (“Clubhouse”) that Sisters of Color would use as its center of operations to carry out its mission and to provide community engagement and leadership development in the surrounding Park Hill Neighborhood, this would include providing educational opportunities and space for individuals, families, and diverse communities; health and wellness education; culturally responsible media development; small business development; and space development/built environment.

15. On or about February 4, 2021, Holleran and Sisters of Color entered into a lease agreement (“Clubhouse Lease”) in which Sisters of Color agreed to lease most of the Clubhouse (the “Demised Premises”) from Holleran for a term of up to three years in exchange for monthly rental payments that would total \$30,000 during the first year, \$36,000 during the second year, and \$42,000 during the third year.

16. A third-party religious group, known as the House Worship Center (“THWC”), would lease the remainder of the Clubhouse and use its space for an office and for church services.

17. Because of the condition of the Clubhouse, Holleran asked Sisters of Color to provide advance rent payments in order to pay for improvements to the Clubhouse, which were to be approved, overseen, and managed by Holleran.

18. In exchange for the advance rent payments, Holleran promised to modify the Clubhouse Lease to reflect the fact that Sisters of Color had made advanced rent payments.

19. In exchange for the advance rent payments, Holleran promised to use the advanced rent payments to improve the Clubhouse for the benefit of Sisters of Color’s use of the Clubhouse.

20. Holleran promised to provide the modified Clubhouse Lease to Sisters of Color once the costs of the improvements became known.

21. Holleran made this representation to Sisters of Color in January of 2021 and continued to confirm the representation through July 2021.

22. Holleran, through Ty Hubbard, Norman Harris, and Herman White, made and confirmed the representation through in person, phone and video conference communications to representatives of Sisters of Color including Adrienna Lujan, Valeria Burciaga, and Daniel Stange.

23. Representatives of ACM and its affiliate Westside Property Investment, including Kenneth Ho and Megan Waldschmidt, were aware of, and participated in the communications by Holleran in which it made and confirmed the representation.

24. From February 2021 through May of 2021, Sisters of Color paid Holleran a total of approximately \$149,584.50 for improvements to the Clubhouse (“Holleran Payments”).

25. During that period of time, Sisters of Color also paid third-party vendors and contractors more than \$46,000.00 for services and materials for improvements to the Clubhouse (“Contractor and Materials Payments”, collectively the “Contractor and Materials Payments” and the “Holleran Payments” are referred to as the “Advance Rent Payments”).

26. Holleran’s first invoice for the Advance Rent Payments was actually charged to Sisters of Color on February 2, 2021, two days before Holleran provided the Clubhouse Lease to Sisters of Color for execution.

27. Holleran’s first invoice, dated February 2, 2021, was for \$19,049.80 and it included the following charges:

- \$1,250 for “Management Labor”;
- \$1,080 for “Labor: 72 hours at \$15/hr”;
- \$480 for “Labor: 24 hours at \$20/hr”;
- \$48 for “Moving Boxes”;
- \$60 for “Bubble Wrap”;
- \$100 for “Furniture Dollies”;
- \$3,000 for “Hood & Equipment Cleaning”;
- \$1,000 for “Kitchen Cleaning”;
- \$1,800 for a “6 Burner Stove w/ Grill”;
- \$2,000 for a “Pizza Oven”;
- \$2,500 for a “6’ Flat Grill”;
- \$300 for a “standing Burner”;
- \$200 for a “6’ Stainless Prep Table”;
- \$3,500 for “Catering & Food/Beverage Licensing”; and
- \$1,731.80 for “Project [Management] 10.000%”.

28. Holleran’s second invoice was dated February 19, 2021 for a total of \$29,290 and it consisted of the following charges:

- \$2,500 for “Management Labor”;
- \$2,000 for “Labor: 100 hours at \$20/hr”;
- \$1,400 for “Labor: 40 hours at \$35/hr”;
- \$14,000 for “Windows & Doors”;
- \$2,500 for “Materials”;
- \$1,500 for “Cash”;
- \$3,000 for “Electrical”; and
- \$2,390 for “Project [Management] 10.000%”.

29. Holleran's third invoice was dated March 12, 2021 for a total of \$20,625 and it consisted of the following charges:

\$1,250 for "Management Labor";  
\$3,000 for "Labor: 150 hours at \$20/hr";  
\$2,800 for "Labor: 80 hours at \$35/hr";  
\$3,200 for "Electrical: 80 hours at \$40/hr";  
\$4,400 for "Drywall & Framing: 110 hours @ 40/hr"  
\$1,600 for "Painting: 80 hrs @ \$20/hr";  
\$2,500 for "Materials"; and  
\$1,875 for "Project MGT 10.000%".

30. Holleran's fourth invoice was dated March 23, 2021 for a total of \$24,282.50 and it consisted of the following charges:

\$1,250 for "Management Labor";  
\$3,000 for "Labor: 150 hours at \$35/hr";  
\$3,325 for "Labor: 95 hours at \$35/hr";  
\$4,000 for "Electrical: 100 hours at \$40/hr";  
\$4,400 for "Drywall & Framing: 110 hours @ 40/hr";  
\$1,600 for "Painting: 80 hrs @ \$20/hr";  
\$4,500 for "Materials"; and  
\$2,207.50 for "Project Mgt 10.000%".

31. Holleran's fifth invoice was dated April 3, 2021 for a total of \$17,198.50 and consisted of the following charges:

\$3,500 to "Install 2 new kitchen floor drains, triple sink & hand sink";  
\$5,250 for "Electrical Labor";  
\$3,885 for "Axel Cleaning & Maintenance (Juan – 3 weeks)";  
\$2,000 for "Painting";  
\$1,000 for "Drywall"; and  
\$1,563.50 for "Project Mgt 10.000%".

32. Holleran's sixth invoice was dated April 5, 2021 for a total of \$16,384.50 and consisted of the following charges:

\$2,795 to "Scope line to find leak, cap two water lines under concrete & flush drain";  
\$700 for "Cleaning & Disposal";  
\$1,400 for "Plumbing repair and removal of concrete to access drain. Re-Route 2";  
\$10,000 for "bathrooms, 1 mop sink and 2 floor drains – Dredge 8 ft of Concrete";  
and  
\$1,489.50 for project management 10.000%.

33. Holleran's seventh invoice was dated May 18, 2021 for a total of \$24,255 and consisted of the following charges:

\$7,500 for "Final Invoice for Kitchen Plumbing Repair";  
\$5,250 for "Electrical labor";  
\$3,450 for "Common Area & Bar Floor Install – 2300 SF";  
\$1,250 for "Painting";  
\$1,600 for "Kitchen Wall Build for Tripple sink – Drywall";  
\$3,000 for "Final Glass & Door Installs"; and  
\$2,205 for "Project Mgt 10.000%".

34. Holleran's invoices lacked backup documentation to verify the amounts claimed and, upon information and belief, Holleran overbilled Sisters of Color for the work performed, and/or charged Sisters of Color for work that was not done including, inter alia, charging a 10% "project management" fee, while separately charging for "management labor" and included duplicative billing.

35. Part of the improvement work included constructing walls to separate the space that would be leased to THWC from the space that was leased to Sisters of Color.

36. This construction of the dividing walls allegedly became necessary due to THWC's stated desire—as communicated to Sisters of Color by Tyrone Hubbard—to not share any space with Sisters of Color, who provides services to a diverse group—including members of the LGBTQ community.

37. During the improvement work, Holleran, ACM, and Sisters of Color discussed on numerous occasions the revisions to the Clubhouse Lease that would provide Sisters of Color with credit for the Advance Rent Payments it had made.

38. Because the value of the Advance Rent Payments exceeded the required rent charges for the three-year lease, *i.e.*, \$30,000 for year one, \$36,000 for year two, and \$42,000 for year three, Sisters of Color also requested that Holleran waive the common area maintenance charges.

39. Holleran and ACM, on the other hand, began demanding modifications to the Clubhouse Lease that would diminish Sisters of Color's rights and abilities to use the Demised Premises.

40. For example, Holleran and ACM demanded an enlarged "Common Space" that would be used by THWC, ACM, Holleran, and Sisters of Color at the expense of the space that Sisters of Color was supposed to use and control.

41. Holleran and ACM also demanded that they and the other tenant, THWC, have an ongoing, exclusive right to use part of the space that was leased to Sisters of Color, *i.e.*, Holleran

and ACM and THWC would have the right to use Sisters of Color's space and exclude Sisters of Color from that space while Holleran, ACM or THWC were using it.

42. According to a formula created by Holleran and ACM, they would have the exclusive right to use each of the rooms in the Sisters of Color's space for fifteen percent of each room's potential total hours of use per week.

43. According to their formula, each of the five rooms in Sisters of Color's Demised Premises is available for use 90 hours per week, and 15% of that total potential use for each room, *i.e.*, 13.5 hours, would be available for Holleran and ACM to use every week.

44. Holleran and ACM would also have the right to aggregate their rights to use each room and then apply those total hours to the use of one room.

45. Thus, according to Holleran and ACM, there are a total of 475 hours per week that the Sisters of Color's five rooms may be used during a week, and Holleran and ACM would be entitled to use 15% of those total room hours (71.25 hours), and they could apply all of those room hours to the use of one room, or they could spread those hours over multiple rooms if they so desired, and they could do this every week and in whatever combination they chose.

46. Based on their demand, Holleran and/or ACM would have had the right to use any one of Sisters of Color's rooms they wanted for their full 71.25 hours every week.

47. Alternatively, Holleran and/or ACM could spread its hours entitlement over three rooms and use those three rooms for about 8 hours per day for three days every week.

48. According to ACM and Holleran, the other Tenant THWC, would have the right to use up to 20 of ACM and Holleran's hours every week.

49. In addition, Holleran also demanded that Sisters of Color make the Demised Space available for rent by community members and other third-parties with Holleran in charge of the space rental program.

50. Holleran also notified Sisters of Color that additional third-parties would be provided office space within the Clubhouse at the expense of the space available to Sisters of Color.

51. Accordingly, due to these significant demands by Holleran and ACM, the lease modifications required by Holleran failed to comply with the agreement Holleran made with Sisters of Color.

52. As a result of Defendants' actions, Sisters of Color was prevented from using the Demised Premises, despite paying almost \$200,000.00 for improvements to the Clubhouse — improvements that primarily benefited Holleran, ACM, and THWC.

53. After more than three months of trying to secure the modifications to the Clubhouse Lease that Holleran had promised, Sisters of Color concluded that the last round of modifications that Kenneth Ho made to the redlined lease agreement demonstrated that the parties were moving in opposite directions.

54. Accordingly, Sisters of Color requested Holleran return the Advance Rent Payments.

55. After negotiating with Holleran and ACM for two months, it appeared that the three parties had reached an agreement by which ACM and Holloran would deny all liability but pay \$173,000 to Sisters of Color in exchange for a release of all claims by Sisters of Color.

56. The agreement in principle, however, fell apart when ACM and Holleran added terms that would allow them to pay the settlement amount over two years and claim that the settlement payment was a charitable contribution to Sisters of Color.

57. Because those new terms were unacceptable to Sisters of Color, it is pursuing its remedies through litigation.

58. As a direct result of Defendants' combined actions, Sisters of Color suffered, and continues to suffer, substantial damages, including the unavailability of the Advanced Rent Payments for other uses, including *inter alia*, entering into a lease or purchase of an alternative space.

59. Prior to Sisters of Color agreeing to make the Advance Rent Payments, Hubbard represented to Sisters of Color that he and Holleran had the authority to, and would, modify the Clubhouse Lease in order to provide Sisters of Color with credit for the Advance Rent Payments, and that he and Holleran would use the Advance Rent Payments to improve the Clubhouse for the benefit of Sisters of Color's use of the Clubhouse ("Hubbard False Representations"). These representations were made many times over the course of several months.

60. After Sisters of Color made the Advance Rent Payments, Hubbard continued to make the Hubbard False Representations to Sisters of Color.

61. At all times, Hubbard expressed to Sisters of Color that he was making the Hubbard False Representations based on authority that ACM and Holleran had provided to him.

62. At no time did Hubbard express that he was not authorized by ACM and Holleran to make the Hubbard False Representations.

63. At no time did Hubbard express that the modifications to the Clubhouse Lease that he promised were contingent on him obtaining additional authorization from ACM or Holleran.



64. At no time did Hubbard express that the modifications to the Clubhouse Lease that he promised were contingent on Sisters of Color making concessions regarding its rights in the Clubhouse Lease.

65. At the time that he made the Hubbard False Representations to Sisters of Color, Hubbard knew that he did not have the authority to, and/or would not, renegotiate the Clubhouse Lease as he had represented to Sisters of Color.

66. At the time that Hubbard made the Hubbard False Representations, Sisters of Color did not know that his representations were false.

67. Hubbard made the Hubbard False Representations with the intention that Sisters of Color would act on the representations.

68. Sisters of Color reasonably relied on the Hubbard False Representations in deciding to take actions, including, *inter alia*, making the Advanced Rent Payments.

**FIRST CLAIM FOR RELIEF**  
**(Breach of Contract Against Holleran)**

69. Sisters of Color hereby incorporates all other paragraphs in this Complaint as if they were expressly set forth herein.

70. Sisters of Color and Holleran made and entered into the Clubhouse Lease to provide Sisters of Color with use of the Clubhouse in exchange for rent payments.

71. Sisters of Color substantially performed all of its material obligations under the Clubhouse Lease.

72. All conditions precedent to Sisters of Color's right to enforce the Clubhouse Lease have been met or were waived by Holleran.

73. Holleran refused to honor the provisions of the Clubhouse Lease and instead—and upon information and belief, at the insistence of ACM as the owner of the Clubhouse—demanded that, in addition to essentially making Advance Rent Payments that exceeded the required rent under the lease upfront, Sisters of Color agree to additional changes that would reduce Sisters of Color's access, control, and use of the Clubhouse in a manner that materially impaired Sisters of Color's use of the Demised Premises in contravention of the express provisions of the lease.

74. Moreover, like all contracts in Colorado, the Clubhouse Lease included an implied covenant of good faith and fair dealing that required the parties to perform the contract in good faith in order to effectuate the parties' reasonable expectations.

75. Holleran breached its contractual obligations under the implied covenant of good faith and fair dealing by abusing its power, acting outside the scope of its discretion, and usurping the benefits of the Clubhouse Lease.

76. Among other breaches, Holleran breached the implied covenant of good faith and fair dealing by abusing, and acting outside, its discretion regarding the size, location, nature and use of Common Areas.

77. Among other breaches, Holleran breached the implied covenant of good faith and fair dealing by abusing, and acting outside, its discretion to convert Common Areas to leasable areas.

78. Among other breaches, Holleran breached the implied covenant of good faith and fair dealing by abusing its discretion to negotiate and agree upon payments for necessary repairs or replacements to the Clubhouse.

79. Among other breaches, Holleran breached the implied covenant of good faith and fair dealing by abusing its discretion to enter and use the Clubhouse.

80. Among other breaches, Holleran breached the implied covenant of good faith and fair dealing by abusing its discretion to conduct maintenance and repairs to the Clubhouse as it deemed necessary.

81. Holleran also made and entered into an agreement (“Improvement Agreement”) with Sisters of Color by which Sisters of Color would pay for improvements to the Clubhouse through the Advance Rent Payments in exchange for modifications to the Clubhouse Lease that would recognize Sisters of Color’s Advance Rent Payments.

82. Pursuant to the Improvement Agreement, Sisters of Color made Advance Rent Payments with a total value exceeding \$190,000.00.

83. All the improvements to the Clubhouse were either approved, overseen, managed, or performed by Holleran.

84. Despite Sisters of Color paying for the improvements, Holleran breached the Improvement Agreement by refusing to provide a rent-free lease of the Demised Premises as agreed.

85. All conditions precedent to Sisters of Color’s right to enforce the Improvement Agreement have been met or were waived by Holleran.

86. Sisters of Color performed all of its material obligations under the Improvement Agreement.

87. Holleran materially breached its obligations under the Improvement Agreement.

88. Upon information and belief, Holleran's material breaches of the Improvement Agreement were insisted upon by ACM—the fee simple owner of the premises.

89. Due to Holleran's breach of the Improvement Agreement, Sisters of Color has suffered damages to be proven at trial, of at least \$190,000.00.

WHEREFORE, Sisters of Color prays for the relief requested at the end of this Complaint.

**SECOND CLAIM FOR RELIEF  
(Tortious Interference with Contract Against ACM)**

90. Sisters of Color hereby incorporates all other paragraphs in this Complaint as if they were expressly set forth herein.

91. At all relevant times, ACM has been the fee simple owner of the Clubhouse, including the Demised Premises.

92. Upon information and belief, at the time Holleran breached its agreements with Sisters of Color, and ACM knew of and approved the agreements between Sisters of Color and Holleran and induced Holleran to commit the contractual breaches complained of herein.

93. By instructing Holleran to demand unreasonable restrictions on Sisters of Color's use of the leased premises, to include unreasonable restrictions on Sisters of Color's use for the express benefit of ACM, Holleran, and others, and ACM intentionally and improperly took actions to induce Holleran to breach its contractual obligations to Sisters of Color.

94. Sisters of Color suffered, and continues to suffer, damages as a direct and proximate result of ACM's tortious actions.

WHEREFORE, Sisters of Color prays for the relief requested at the end of this Complaint.

**THIRD CLAIM FOR RELIEF  
(Promissory Estoppel Against Holleran)**

95. Sisters of Color hereby incorporates all other paragraphs in this Complaint as if they were expressly set forth herein.

96. Hubbard and Holleran promised to Sisters of Color that if Sisters of Color made Advanced Rent Payments to pay for improvements to the Clubhouse, Holleran would provide Sisters of Color with a rent-free lease of the Demised Premises worth an equivalent value of the Advance Rent Payments.

97. Hubbard and Holleran knew, or should have known, that the promises they made to Sisters of Color would induce Sisters of Color to make the Advance Rent Payments.

98. Sisters of Color had a reasonable basis to, and did, rely on Defendants' promises.

99. Based on Sisters of Color's reasonable reliance on Defendants' promises, Sisters of Color made the Advance Rent payments.

100. By making the Advance Rent Payments, Sisters of Color has suffered damages in an amount to be proven at trial, but no less than \$190,000.00.

101. At the expense of Sisters of Color, the Defendants have received, and continue to maintain, the benefit of the Advance Rent Payments and the improvements to the Clubhouse in an amount to be proven at trial, but no less than \$190,000.00.

102. Under these circumstances, it would be unjust for Defendants to receive, and continue to retain, the benefits of the Advance Rent Payments and improvements to the Clubhouse without providing just compensation to Plaintiff.

103. Accordingly, justice requires that the promises Defendants made to Sisters of Color must be enforced.

WHEREFORE, Sisters of Color prays for the relief requested at the end of this Complaint.

**FOURTH CLAIM FOR RELIEF**  
**(Unjust Enrichment Against All Defendants)**

104. Sisters of Color hereby incorporates all other paragraphs in this Complaint as if they were expressly set forth herein.

105. Defendants received the benefits of the improvements made to the Clubhouse that were paid for with the Advance Rent Payments.

106. The improvements made to the Clubhouse are worth a value to be proven at trial, but no less than \$190,000.00.

107. Defendants received, and continue to retain, the benefit of the improvements to the Clubhouse at the expense of Sisters of Color.

108. By providing to Defendants the benefits of the improvements to the Clubhouse, Sisters of Color has suffered damages in an amount to be proven at trial, but no less than \$190,000.00.

109. Under these circumstances, it would be unjust for Defendants to receive, and continue to retain, the benefits of the improvements to the Clubhouse without providing just compensation to Sisters of Color.

110. Accordingly, justice requires that Defendants compensate Sisters of Color in an amount to be proven at trial, but no less than \$190,000.00 for the benefits Defendants received in the form of the improvements to the Clubhouse that were paid for with the Advance Rent Payments.

WHEREFORE, Sisters of Color prays for the relief requested at the end of this Complaint.

**FIFTH CLAIM FOR RELIEF**  
**(Civil Theft: C.R.S. § 18-4-405 against Holleran)**

111. Sisters of Color hereby incorporates all other paragraphs in this Complaint as if they were expressly set forth herein.

112. Through its actions complained of herein, including through the Hubbard False Representations and the invoices Holleran presented to Sisters of Color on February 2, 2021, February 19, 2021, March 12, 2021, March 23, 2021, April 3, 2021, April 5, 2021, and May 18, 2021 (“Holleran Invoices”), Holleran knowingly obtained and exercised control over the Advanced Rent Payments by deceiving Sisters of Color and therefore did so without authorization.

113. By overbilling Sisters of Color through the Holleran Invoices, Holleran knowingly obtained and exercised control of portions of the Advanced Rent Payments by deceiving Sisters of Color, and therefore did so without authorization.

114. Holleran continues to maintain possession and exercise control over the Advanced Rent Payments.

115. Through its actions, Holleran has demonstrated its intent to permanently maintain possession and exercise control over the Advanced Rent Payments, and thereby permanently deprive Sisters of Color from possession and control over the Advanced Rent Payments.

116. Holleran improperly demanded consideration to which it was not legally entitled as a condition of returning the Advanced Rent Payments to Sisters of Color.

117. As a result of Holleran’s actions, Sisters of Color has suffered damages and is entitled to recover its actual and consequential damages in an amount to be proven at trial, as well as costs – including attorney’s fees, witness fees, pre and post-judgment interest, and other appropriate equitable and/or legal relief, and three times its actual damages pursuant to C.R.S. § 18-4-405.

WHEREFORE, Sisters of Color prays for the relief requested at the end of this Complaint.

**SIXTH CLAIM FOR RELIEF**  
**(Conversion Against Holleran)**

118. Sisters of Color hereby incorporates all other paragraphs in this Complaint as if they were expressly set forth herein.

119. Sisters of Color made the Advance Rent Payments based on the Holleran Invoices and the Hubbard False Statements.

120. Sisters of Color was entitled to a return of the Advanced Rent Payments when Holleran failed to modify the Clubhouse Lease and use the Advanced Rent Payments for the benefit of Sisters of Color's use of the Clubhouse.

121. Sisters of Color demanded the return of the Advanced Rent Payments once Holleran failed to honor the Clubhouse Lease and use the Advanced Rent Payments for the benefit of Sisters of Color's use of the Clubhouse.

122. Holleran, however, refused to return the Advanced Rent Payments.

123. Contrary to its promise to Sisters of Color, Holleran did not use the Advanced Rent Payments to provide Sisters of Color with a modified lease that recognized the Advanced Rent Payments, and Holleran did not use the Advanced Rent Payments for the benefit of Sisters of Color's use of the Clubhouse.

124. Instead, Holleran kept the Advanced Rent Payments and used them for its own enrichment.

125. As such, Holleran intentionally and substantially interfered with Sisters of Color's right to a return of the Advanced Rent Payments.

126. As a result of Holleran's actions, Sisters of Color suffered, and continues to suffer, damages.

WHEREFORE, Sisters of Color prays for the relief requested at the end of this Complaint.

### **SEVENTH CAUSE OF ACTION (Constructive Eviction Against Holleran)**

127. Sisters of Color hereby incorporates all other paragraphs in this Complaint as if they were expressly set forth herein.

128. In taking the actions complained of in this Complaint, including: by refusing to modify the Clubhouse Lease in accordance with Ty Hubbard's promises to Sisters of Colorado, i.e., the Hubbard False Representations; and by unreasonably demanding that Sisters of Color limit its use and control of the Demised Premises; and by unreasonably demanding that Sisters of Color make available the Demised Premises to Defendants and other third-parties, Holleran intended that Sisters of Color be deprived of the quiet enjoyment of the Demised Premises.

129. Holleran's conduct substantially interfered with Sisters of Color's intended use and enjoyment of the Demised Premises.

130. Holleran's conduct permanently deprived Sisters of Color of the use and enjoyment of the Demised Premises.

131. As a direct result of Holleran's actions, Sisters of Color reasonably abandoned the Demised Premises and suffered, and continues to suffer, damages.

WHEREFORE, Sisters of Color prays for the relief requested at the end of this Complaint.

**EIGHTH CAUSE OF ACTION  
(Breach of the Implied Covenant of Quiet Enjoyment Against Holleran)**

132. Sisters of Color hereby incorporates all other paragraphs in this Complaint as if they were expressly set forth herein.

133. The Clubhouse Lease included an implied covenant of quiet enjoyment because Sisters of Color did not expressly agree to waive the covenant.

134. Holleran breached the covenant of quiet enjoyment when it disturbed Sisters of Color's possession by requiring that Sisters of Color agree to permit Holleran, ACM, THWC and other third-parties to use the Demised Premises, including for 71.25 hours per week as demanded by ACM and Holleran.

135. Holleran's breach of the covenant of quiet enjoyment rendered the Demised Premises unfit for Sisters of Color's occupancy for the purposes for which it leased the Demised Premises.

136. Holleran's breach of the covenant of quiet enjoyment deprived Sisters of Color of the beneficial enjoyment of the Demised Premises, causing Sisters of Color to abandon the Demised Premises.

137. As a direct result of Holleran's breach of the covenant of quiet enjoyment, Sisters of Color reasonably abandoned the Demised Premises and suffered, and continues to suffer, damages.

WHEREFORE, Sisters of Color prays for the relief requested at the end of this Complaint.

**NINTH CAUSE OF ACTION  
(Vicarious Liability for Hubbard and Holleran's Conduct Against ACM)**

138. Sisters of Color hereby incorporates all other paragraphs in this Complaint as if they were expressly set forth herein.

139. Upon information and belief, in carrying out the actions complained of herein, Hubbard and Holleran were acting as agents on behalf of, and for the benefit of, the Property owner, ACM.

140. Upon information and belief, in carrying out the actions complained of herein, Hubbard and Holleran were acting within the scope of their agency.

141. Upon information and belief, ACM ratified the actions of Hubbard and Holleran complained of herein.

142. Sisters of Color suffered, and continues to suffer, damages as a result of Hubbard and Holleran's actions.

WHEREFORE, Sisters of Color prays for the relief requested at the end of this Complaint.

**PRAYER FOR RELIEF**

WHEREFORE, Sisters of Color prays for the following relief as allowed by law and equity:

- A. Judgment against Defendants, jointly and severally, for all damages caused by Defendants' actions;
- B. Statutory damages, including treble the actual amount of actual damages, pursuant to C.R.S. § 18-4-405.
- C. Prejudgment interest;
- D. Post-judgement interest;
- E. Costs of litigation;
- F. Reasonable attorneys' fees; and
- G. All other relief the Court deems just and proper.



## **JURY DEMAND**

Sisters of Color hereby demands a trial by jury on its claims so triable pursuant to C.R.C.P. 38 and 48.

Respectfully submitted this 11th day of May 2022.

/s/ Aaron A. Boschee  
Jerome A. DeHerrera, #35893  
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