

<p>DISTRICT COURT, LARIMER COUNTY, COLORADO 201 La Porte Ave., Suite 100 Fort Collins, CO 80521</p> <hr/> <p>Plaintiff: VIRGINIA FARVER,</p> <p>v.</p> <p>Defendants: CITY OF FORT COLLINS, FORT COLLINS CITY COUNCIL, DARIN ATTEBERRY, FORT COLLINS UTILITIES, FORT COLLINS UTILITIES MANAGEMENT and STAFF, DENNIS SUMNER, STEVE CATANACH; and DOES 1-100.</p>	<p>DATE FILED: June 10, 2016 2:31 PM FILING ID: 4B63EBAB6078B CASE NUMBER: 2016CV144</p> <p>COURT USE ONLY</p>
<p>Kimberly B. Schutt, #25947 WICK & TRAUTWEIN, LLC 323 South College Avenue, Suite 3 P.O. Box 2166, Fort Collins, CO 80522 Phone Number: (970) 482-4011 E-mail: kschutt@wicklaw.com FAX Number: (970) 482-8929</p> <p>John R. Duval, #10185 FORT COLLINS CITY ATTORNEY'S OFFICE P.O. Box 580 Fort Collins, CO 80522 Phone: (970) 221-6520 Email: jduval@fcgov.com</p>	<p>Case Number: 2016 CV 144</p> <p>Courtroom:</p>
<p style="text-align: center;">DEFENDANTS' ANSWER</p>	

COMES NOW all of the above-named defendants (“Defendants”), by and through counsel, Kimberly B. Schutt of Wick & Trautwein, LLC, and John R. Duval of the Fort Collins City Attorney’s Office, and for their Answer to the Plaintiff’s Summons, Complaint for Damages, Declaratory Order and Injunction (“the Complaint”), state to the Court as follows:

GENERAL DENIAL

The *pro se* plaintiff, Virginia Farver (“Plaintiff”), has filed a 47-page Complaint consisting of 157 numbered allegations, challenging the implementation of the Advanced Meter Fort Collins Project (“Project”) by the City of Fort Collins (“City”) through the City’s Electric Utility (“Electric Utility”). While the Complaint purports to assert causes of action for negligence, fraud, deceit and willful misrepresentation, the primary arguments made in the Complaint relate to the Plaintiff’s claim that the Project allegedly was never authorized by the Fort Collins City Council and thus the City’s implementation of the Project and collection of a meter-reading fee from citizens refusing to participate in the Project are contrary to law.

Plaintiff does not appear to seek any damages for an alleged personal injury related to the tort claims she has referenced, but rather seeks declaratory and injunctive relief from the Court based on the purported invalidity of the Project, and reimbursement of the fees she has paid to the City for manual meter reading.

Suffice it to say, the Plaintiff's Complaint fails to comply with C.R.C.P. 8's requirement that litigants provide a "short and plain statement" of their claim. While the Defendants have very meritorious grounds for challenging the numerous legal flaws in the Complaint through the filing of a motion to dismiss, the Defendants will instead wait and file a thorough Motion for Summary Judgment to have the Court address the various legal claims and defenses, since that type of proceeding would likely be a better use of the Court's time and resources.

In the meantime, the Defendants will instead generally deny the Plaintiff's assertions that the Project was never properly authorized and implemented by the City. The City's contrary argument was succinctly stated in Deputy City Attorney John Duval's January 12, 2016 letter to the Plaintiff denying her Notice of Claim. A copy of that letter is attached to this Answer as Exhibit "A" and incorporated herein by reference. Subject to this general denial, the Defendants will also answer the Plaintiffs' extensive allegations to the best of their ability, as set forth below.

ANSWER

1. Paragraph 1 of the Complaint does not appear to call for an admission or denial, but the Defendants admit that Virginia L. Farver is the named plaintiff in the Complaint.

2. With regard to the allegations in Paragraph 2 of the Complaint, the Defendants are without personal knowledge as to the Plaintiff's reason for bringing this action, but deny that the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., provides her any remedy or places any affirmative duty on the Defendants for the circumstances outlined in the Complaint. The statute speaks for itself. The Defendants therefore deny the allegations of Paragraph 2.

3. With regard to the allegations in Paragraph 3 of the Complaint, the Defendants read the Complaint as primarily challenging the validity of the City's implementation of the Project, and seeking declaratory and injunctive relief related thereto, and therefore admit the Plaintiff's statement that the primary issue she has presented to the Court is whether the Defendants can lawfully charge her a monthly meter reading fee. As stated above and for the reasons stated in John Duval's letter attached to this Answer as Exhibit A, the Defendants deny that implementing the Project was unauthorized or that it was contrary to statute or the Fort Collins City Charter and Code. The Defendants therefore deny the remaining allegations in Paragraph 3 of the Complaint.

4. Paragraph 4 of the Complaint consists of several separate unnumbered paragraphs making assertions regarding the replacement of "analog meters" with "smart" electric meters and alleged distinctions between the different types of meters. The Defendants generally admit that the City spent several million dollars, a large part of which was provided by a federal grant, to

implement the Project, and that the Project generally involved replacing most of the older electro-mechanical electric meters with a communicating digital electric meter (often referred to as a “smart” meter) on homes and businesses throughout Fort Collins. Not all meters in use before the Project were electro-mechanical, nor did all of them have an analog display, although the vast majority did. Solid state, or digital electric meters, have been used by utilities for over 20 years, and meter communications with some commercial customers have been utilized within the City since the 1980’s.

The Defendants also generally admit there are various differences between the older electric meters and the newer “smart” meters, the most significant difference being that the “smart” meter can be read remotely rather than requiring that it be read at its location by an individual meter reader. The manual meter reading was generally done monthly (it was generally not estimated) and its cost was built into the calculation of the rate charged to the customer. Since it was an embedded cost charged to all customers, it was not separated out and itemized on utility bills.

The Defendants also admit that, for utility customers who did not want a “smart” meter installed on their homes, the City offered an option of installing a newer digital meter that does not communicate wirelessly to allow for remote reading. Because these types of meters still require manual meter reading at the location of the meter, the City imposed a meter-reading fee for customers electing to have this type of meter. Since that fee is not charged to all Electric Utility customers, it is now itemized as a separate cost on the bills of those customers who opted not to have the “smart” meter installed on their homes.

The Defendants generally deny the remaining allegations of Paragraph 4 of the Complaint, as stated by the Plaintiff.

5. With regard to Paragraph 5 of the Complaint, the Defendants deny that the Colorado Governmental Immunity Act, C.R.S. §24-10-109, confers jurisdiction here. The Act speaks for itself.

6. With regard to Paragraph 6 of the Complaint, the Defendants admit that venue is proper in the Larimer County District Court.

7. With regard to Paragraph 7 of the Complaint, the Defendants deny that immunity has been waived under the Colorado Governmental Immunity Act, to the extent the Act even applies to this action which appears to only seek declaratory and injunctive relief. The Act speaks for itself.

8. With regard to Paragraph 8 of the Complaint, the Defendants admit that the Plaintiff sent a letter dated September 23, 2015, purporting to be a notice of claim related to the Project. Defendants further admit that the letter was sent via certified mail to the address stated in Paragraph 8. However, the Defendants may deny that the notice of claim is legally valid as to all claims which have been referenced in the Complaint, subject to further discovery.

9. Paragraph 9 does not call for an admission or denial from these Defendants.

10. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 10 of the Complaint and, therefore, deny such allegations.

11. Defendants admit the allegations of Paragraph 11 and 12 of the Complaint. The January 12, 2016 letter from John Duval, attached to this Answer as Exhibit A, speaks for itself.

12. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 13 of the Complaint and, therefore, deny such allegations.

13. On information and belief, the Defendants admit the allegations of Paragraph 14 of the Complaint.

14. The Defendants admit Paragraphs 15 and 16 of the Complaint.

15. With regard to Paragraph 17 of the Complaint, the Defendants admit that the Fort Collins City Council and Mayor govern the City of Fort Collins according to the Fort Collins City Charter, and that the website cited in the Complaint is one of the places where the Charter can be found. However, Defendants deny that Plaintiff attached a complete copy of the City Charter to the Complaint, or that the April 2011 Charter is the version of the Charter currently in effect. A complete and current copy of the City Charter and Code (current through ordinance adopted April 19, 2016) can be found on the City's website at www.fcgov.com/cityclerk/code.php

16. The Defendants admit Paragraph 18 of the Complaint.

17. The Defendants deny the allegations of Paragraph 19 of the Complaint, as stated. Defendants admit that the utility involved in the Project is formally known as the Fort Collins Electric Utility, although it is informally referred to by other names. The Defendants also admit that the Electric Utility currently provides service to over 73,000 homes and businesses in an area over 55 square miles. The Defendant denies that the Electric Utility's principal place of business is located at 117 N. Mason Street in Fort Collins, as that address is simply for its billing office; the primary place of operations for the Electric Utility is located at 700 Wood Street in Fort Collins.

18. The Defendants admit Paragraphs 20 and 21 of the Complaint.

19. Defendants deny the allegations of Paragraphs 22, as stated. Steve Catanach was the Light & Power Operations Manager through February 1, 2015, when he left employment with the City.

20. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23 of the Complaint and, therefore, deny such

allegations. The Defendants further deny that the Plaintiff has properly pled a claim against unknown defendants under C.R.C.P. 9(a)(2).

21. The Defendants deny the allegations of Paragraph 24 of the Plaintiff's Complaint, as stated. The statute speaks for itself and does not provide the pleading requirements for this Complaint.

22. The allegations of Paragraph 25 of the Complaint appear to simply be an introductory paragraph and do not call for an admission or denial from these Defendants. To the extent Paragraph 25 contains any substantive allegations, these Defendants admit and deny any such allegations consistently with the preceding paragraphs of this Answer.

23. The Defendants generally admit the allegations in Paragraphs 26, 27, 28, 29, 30, 31, and 32 of the Complaint, to the extent that Deputy City Manager Jeff Mihelich sent a letter dated April 21, 2015 containing those statements, among others. The letter speaks for itself. The Defendants deny the date allegation in paragraph 30 of the Complaint, as the actual date referenced in Mr. Mihelich's letter is October 27, 2009.

24. With regard to the allegations contained in Paragraph 33 of the Complaint, the Defendants generally admit that the Plaintiff communicated on one or more occasions with City personnel during that timeframe to express objections to the City's Advanced Meter Fort Collins Project.

25. With regard to the allegations of Paragraph 34 of the Complaint, the Defendants admit that Dennis Sumner made a courtesy phone call to the mobile phone of Craig Farver on or about November 18, 2013, to discuss the fact that the Farvers had not accepted certified letters sent to their home notifying them that the City would terminate their power service due to their failure to either allow for installation of a "smart" meter or for the alternative option of a digital meter without the wireless communication technology. The Defendants further admit that Mr. Sumner made concerted and repeated efforts for over 20 minutes to explain that the alternative meter option did not contain the "smart" wireless technology about which the Plaintiff was concerned, and offered several times to allow the Plaintiff and her husband to inspect the two different meters, and to provide whatever information they needed to understand how the alternative digital meter worked. The Defendants deny that Dennis Sumner was the head of the Fort Collins Utility at the time of the phone call, or that he contacted the Plaintiff herself by telephone immediately prior to calling Craig Farver. The Defendants further admit that the phone call between Craig Farver and Dennis Sumner was recorded, and that the recording of that discussion speaks for itself. As to the remaining allegations of Paragraph 34 of the Complaint, it is the Defendants' understanding that the Plaintiff's adult son died of brain cancer, but they have no personal knowledge as to the other information regarding what took place in California. To the extent Paragraph 34 of the Complaint contains any further substantive allegations, the Defendants deny them as stated.

26. With regard to the allegations of Paragraph 35 of the Complaint, the Defendants admit that the City received a letter dated November 27, 2013 addressed to Steve Catanach from the law firm of Jorgensen, Brownell & Pepin, and that the letter represented that the firm

represented Ms. Ruth Ann Shay regarding a notice that her power service would be terminated. The letter speaks for itself. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 35 of the Complaint and, therefore, must deny such allegations.

27. With regard to Paragraph 36 of the Complaint, the Defendants generally admit that representatives of the City removed the original electric meter from the Plaintiff's home and installed in its place a digital meter, and that police officers were present. The Defendants deny that Dennis Sumner was the head of the Fort Collins Utilities. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 36 of the Complaint and, therefore, deny such allegations.

28. The Defendants admit and deny the allegations of Paragraph 37 of the Complaint consistently with the admissions and denials in Paragraph 25 of this Answer as set forth above.

29. With regard to the allegations of Paragraph 38 of the Complaint, the Defendants admit that the City began charging an \$11 fee for manual meter-reading at Plaintiff's residence (for an account listed in the name of Craig Farver) as of April 2014, and that the monthly utility bill including the \$11 fee has been continually paid since that time. The Defendants further admit that the City could, pursuant to City ordinances, terminate service to Plaintiff's residence if the monthly utility bill was not paid. Defendants are without information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 38 of the Complaint and, therefore, must deny such allegations.

30. With regard to the allegations of Paragraph 39 of the Complaint, the Defendants admit that the Plaintiff wrote a letter dated February 10, 2015 addressed to "City of Fort Collins" which contained in part the quoted statements. The letter, in its entirety, speaks for itself.

31. The Defendants admit the allegations of Paragraph 40 of the Complaint.

32. With regard to the allegations of Paragraph 41, 42 and 43 of the Complaint, the Defendants admit that the Plaintiff exchanged numerous communications with Wanda Nelson and Christine Macrina during that timeframe, in an effort to further clarify what documents the Plaintiff was seeking due to the vague and constantly changing scope of her requests. The copies of multiple email communications speak for themselves and generally reflect the statements set forth in paragraphs 42 and 43 of the Complaint, among many other statements not set forth in the Complaint. The Defendants deny ever failing or refusing to provide the Plaintiff with any documents she requested; to the contrary, City representatives made repeated efforts to understand what she was asking for and to respond as best as they could under the circumstances.

33. With regard to Paragraph 44 of the Complaint, the Defendants admit the Plaintiff requested a phone conference, which the City willingly provided, in an effort to further clarify and discuss what records the Plaintiff was seeking from the City. To the extent that Paragraph 44 of the Complaint contains any further substantive allegations, the City admits and denies the allegations consistently with paragraph 32 of this Answer as set forth above.

34. The Defendants generally admit the allegations of Paragraphs 45 and 46 of the Complaint. The email communications referenced in the paragraphs speak for themselves.

35. With regard to the allegations of Paragraphs 47 through 52 of the Complaint, the Defendants generally admit that the Plaintiff participated in a phone conference with several City representatives, including Deputy City Manager Jeff Mihelich, on or about April 13, 2015, and that the purposes of the phone conference was to discuss her open records request. The Defendants further admit that the Plaintiff has submitted a written statement which appears to contain her impressions of that phone conference. The Defendants deny that the written statement is anything other than the Plaintiff's own impressions from that phone conference. To the extent that Paragraphs 47 through 52 of the Complaint contain any further substantive allegations, the Defendants deny them, as stated. The Defendants again refer to the letter from John Duval attached to this Answer as Exhibit A, which is incorporated herein by reference, as to the City's process for authorization and implementation of the Project.

36. With regard to the allegations of Paragraphs 53 and 58 of the Complaint, the Defendants admit that the Plaintiff requested a letter from City representatives following the phone conference of April 13, 2015, and that the City obliged her request by providing a letter dated April 21, 2015, signed by Deputy City Manager Jeff Mihelich. That letter, which contains in part the excerpts quoted in paragraphs 55 and 56 of the Complaint, speaks for itself. To the extent these paragraphs 53 through 58 contain any further substantive allegations, the Defendants deny said allegations.

37. With regard to the allegations of Paragraph 59 of the Complaint, the Defendants deny that the Plaintiff has been injured or the claimed nature of her injuries. Defendants are without personal knowledge as to when the Plaintiff allegedly learned certain facts, however, subject to further discovery, Defendants deny that April 13, 2015 was the date on which she first knew or should have known of any claimed injury.

38. With regard to the allegations of Paragraphs 60 through 66 of the Complaint, the Defendants admit that Plaintiff submitted to the City a notice of claim dated September 23, 2015, asking the City to accept the claim and pay her compensation for injuries and damages. The Defendants further admit that Deputy City Attorney John Duval provided a responsive letter dated January 12, 2016, which is attached to this Answer as Exhibit A. The letter from John Duval speaks for itself. For the reasons stated in the letter, the Defendants deny the validity of any claim made by the Plaintiff or that she is entitled to any compensation. To the extent that Paragraphs 60 through 66 contain any further substantive allegations, the Defendants deny the same.

39. Paragraphs 67 through 86 of the Complaint do not appear to contain any substantive factual allegations, but instead contain the Plaintiff's recitation of the arguments she made in her notice of claim with references to various provisions of the City Charter, state statutes, and Mr. Duval's letter of January 12, 2016. Defendants generally deny the "allegations" and arguments raised by the Plaintiff in these paragraphs. The referenced provisions of the City Charter and state statutes speak for themselves, as does the Duval letter attached hereto as Exhibit A. Plaintiff's arguments are more appropriately made in a motion and not in a "short and concise statement of the claim for relief" required by C.R.C.P. 8.

40. With regard to the allegations of Paragraph 87 through 91 of the Complaint, the Defendants admit that notice dated November 19, 2013 was sent to the Plaintiff's residence and that its subject was the termination of utility service. The Defendants further admit that notice was sent to Plaintiff's residence after multiple other communications were sent regarding the need to upgrade the electric and/or water metering equipment at the property. The Defendants also admit that similar notices were sent to other Electric Utility customers who likewise failed to respond to prior multiple communications regarding the same issue and/or failed to cooperate in the installation of a "smart" meter or the offered alternative digital meter, which were required for the provision of utility service following implementation of the Project. The referenced notice speaks for itself and follows the City Code provisions regarding the City's operation and provision of utility services and the legal obligations of citizens related thereto. Defendants deny that Plaintiff was penalized or injured. To the extent said paragraphs of the Complaint contain any further substantive allegations, the Defendants deny the same.

41. With regard to the allegations of paragraph 92 of the Complaint, the Defendants again state that the letter from John Duval, attached to this Answer as Exhibit A, speaks for itself.

42. Paragraphs 93 through 110 of the Complaint do not appear to contain any substantive factual allegations, but instead again contain the Plaintiff's recitation of the arguments she made in her notice of claim referring to various provisions of the City Charter, City Code, state statutes, and Mr. Duval's letter of January 12, 2016. Defendants generally deny the "allegations" and arguments raised by the Plaintiff in these paragraphs. The referenced provisions of the City Charter, City Code and state statutes speak for themselves, as does the Duval letter attached to this Answer as Exhibit A. Plaintiff's arguments are more appropriately made in a motion and not in a "short and concise statement of the claim for relief" required by C.R.C.P. 8.

43. With regard to Paragraphs 111 through 119 of the Complaint, the Defendants admit that the City sent a letter to the Plaintiff dated April 23, 2013 which made the quoted statement. Again, these paragraphs contain no substantive factual allegations but instead contain legal arguments made by the Plaintiff which are more appropriately made in a motion and are not in a "short and concise statement of the claim for relief" required by C.R.C.P. 8. Defendants generally deny these "allegations" and arguments made by the Plaintiff, and further deny that the Project was implemented without proper authorization or oversight. To the extent these paragraphs contain any further substantive allegations, the Defendants deny the same.

44. Paragraph 120 of the Complaint appears to be simply the title of the Plaintiff's first cause of action, and thus does not require an admission or denial. To the extent said paragraph contains any substantive allegations, the Defendant deny the same.

45. In answer to Paragraph 121 of the Complaint, the Defendants incorporate herein by reference the answers set forth above in paragraphs 1 through 44 of this Answer.

46. The Defendants deny all allegations of Paragraphs 122 through 125 of the Complaint that they acted without authorization in implementing the Project, that the Plaintiff was injured or that they are liable to the Plaintiff.

47. Paragraph 126 of the Complaint appears to be simply the title of the Plaintiff's second cause of action, and requires no admission or denial. To the extent said paragraph contains any substantive allegations, the Defendant deny the same.

48. In answer to Paragraph 127 of the Complaint, the Defendants incorporate herein by reference the answers set forth above in paragraphs 1 through 47 of this Answer.

49. The Defendants deny all allegations of Paragraphs 128 through 131 of the Complaint that they failed to exercise appropriate oversight over the Fort Collins utilities, that the Plaintiff was injured or that they are liable to the Plaintiff.

50. Paragraph 132 of the Complaint appears to be simply the title of the Plaintiff's third cause of action, and requires no admission or denial. To the extent said paragraph contains any substantive allegations, the Defendant deny the same.

51. In answer to Paragraph 133 of the Complaint, the Defendants incorporate herein by reference the answers set forth above in paragraphs 1 through 50 of this Answer.

52. The Defendants deny all allegations of Paragraphs 134 through 137 of the Complaint that the defendants were negligent, that the Plaintiff was injured by said purported negligence, or that they are liable to the Plaintiff.

53. Paragraph 138 of the Complaint appears to be simply the title of the Plaintiff's fourth cause of action, and requires no admission or denial. To the extent said paragraph contains any substantive allegations, the Defendant deny the same.

54. In answer to Paragraph 139 of the Complaint, the Defendants incorporate herein by reference the answers set forth above in paragraphs 1 through 53 of this Answer.

55. The Defendants deny all allegations of Paragraphs 140 through 142 of the Complaint that they engaged in any fraud, that the Plaintiff was injured as a result of said purported fraud, or that they are liable to the Plaintiff.

56. Paragraph 143 of the Complaint appears to be simply the title of the Plaintiff's fifth cause of action, and requires no admission or denial. To the extent said paragraph contains any substantive allegations, the Defendants deny the same.

57. In answer to Paragraph 144 of the Complaint, the Defendants incorporate herein by reference the answers set forth above in paragraphs 1 through 56 of this Answer.

58. The Defendants deny all allegations of Paragraphs 145 through 149 of the Complaint that they engaged in any willful misrepresentations to the Plaintiff, that the Plaintiff was injured as a result of said purported willful misrepresentations, or that they are liable to the Plaintiff.

59. Paragraph 150 of the Complaint appears to be simply the title of the Plaintiff's sixth cause of action, and requires no admission or denial. To the extent said paragraph contains any substantive allegations, the Defendant deny the same.

60. In answer to Paragraph 151 of the Complaint, the Defendants incorporate herein by reference the answers set forth above in paragraphs 1 through 59 of this Answer.

61. The Defendants deny all allegations of Paragraphs 151 through 156 of the Complaint that they engaged in any deceit, that the Plaintiff was injured as a result of said purported deceit, or that they are liable to the Plaintiff.

62. The Defendants hereby deny each and every allegation of the Complaint not expressly admitted hereinabove.

AFFIRMATIVE DEFENSES

1. The Complaint fails to state a claim upon which relief can be granted.
2. One or more of the Plaintiff's claims may be barred by the applicable statute of limitations and/or the doctrine of laches.
3. The Plaintiff may have failed to comply with certain notice requirements of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, thus depriving this Court of subject matter jurisdiction to consider one or more of her claims.
4. The Defendants may have immunity for certain tort claims alleged by the Plaintiff, pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, thus depriving this Court of subject matter jurisdiction to consider one or more of her claims.
5. One or more of the Plaintiffs' claims may be barred by the doctrine of waiver and/or estoppel.

6. The Plaintiff has failed to allege her claims of fraud, willful misrepresentation and/or deceit with sufficient particularity required by C.R.C.P. 9(b), requiring dismissal and/or amendment of said claims.

7. Plaintiffs' allegations consist largely of legal conclusions and interpretations of the City Charter, City Code provisions, state statutes and other documents, all of which speak for themselves.

8. The Project was at all times properly authorized and implemented in accordance with the applicable provisions of the City Code and Charter.

9. Plaintiff may not be the real party in interest.

10. The Plaintiff has failed to allege her claims against unknown defendants as required by C.R.C.P. 9(2), requiring dismissal and/or amendment of said claims.

11. The Plaintiff's Complaint violates C.R.C.P. 8, requiring a short and plain statement of the relief requested, and therefore must be dismissed and/or amended.

12. Defendants reserve the right to add or delete affirmative defenses based on information gathered in the investigation or discovery of this case.

WHEREFORE, all of the Defendants respectfully pray that the Court enter judgment in their favor and against the Plaintiff, and award the Defendants their reasonable attorney's fees, expert witness fees, costs and such further relief as the Court shall deem just and proper.

DATED this 10th day of June, 2016.

WICK & TRAUTWEIN, LLC

This document was served electronically pursuant to C.R.C.P. 121 §1-26. The original pleading signed by Kimberly B. Schutt is on file at the offices of Wick & Trautwein, LLC

By: s/Kimberly B. Schutt
Kimberly B. Schutt, #25947
Attorneys for Defendant

And

John R. Duval, #10185
FORT COLLINS CITY ATTORNEY'S OFFICE
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CERTIFICATE OF ELECTRONIC FILING

The undersigned hereby certifies that a true and correct copy of the foregoing **DEFENDANTS' ANSWER** was filed via Integrated Colorado Courts E-Filing System (ICCES) and served this 10th day of June, 2016, on the following:

Sent by U.S. Mail to:

Virginia L. Farver
1214 Belleview Drive
Fort Collins, CO 80526
Pro se Plaintiff

/s/ Jody L. Minch _____

*[The original certificate of electronic filing signed by Jody L. Minch
is on file with the law offices of Wick & Trautwein, LLC.]*