

DISTRICT COURT, LARIMER COUNTY, COLORADO 201 LaPorte Avenue Fort Collins, CO 80521	DATE FILED: June 5, 2018 10:00 AM FILING ID: 39184859CB1A0 CASE NUMBER: 2018CV149
<p><b>Plaintiff:</b> ERIC SUTHERLAND, <i>pro se</i></p> <p>v.</p> <p><b>Defendants:</b> THE CITY OF FORT COLLINS, a home rule municipality in the State of Colorado; STEVE MILLER, in his capacity as the Larimer County Assessor and all successors in this office; IRENE JOSEY, in her capacity as the Larimer County Treasurer and all successors to this office; and</p> <p>Indispensable Parties: THE TIMNATH DEVELOPMENT AUTHORITY, an Urban Renewal Authority; and COMPASS MORTGAGE CORPORATION, an Alabama company doing business in Colorado.</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Attorneys for Compass Mortgage Corporation</p> <p>Eric R. Burris, <i>pro hac vice</i> pending          BROWNSTEIN HYATT FARBER SCHRECK, LLP          201 Third Street NW, Suite 1800          Albuquerque, NM 87102          Telephone: 505.244.0770          Email: eburris@bhfs.com</p> <p>Cole J. Woodward, #50199          BROWNSTEIN HYATT FARBER SCHRECK, LLP          410 Seventeenth Street, Suite 2200          Denver, CO 80202-4432          Phone: 303.223.1100          Email: cwoodward@bhfs.com</p>	<p>Case Number: 2018CV149</p> <p>Division: 3C</p>
<b>COMPASS MORTGAGE CORPORATION'S ANSWER</b>	

Compass Mortgage Corporation (“Compass”) submits the following Answer to Plaintiff Eric Sutherland’s Unamended Complaint for Declaratory Judgment and Equitable Relief (“Complaint”):

## **INTRODUCTION**

Plaintiff Eric Sutherland (“Plaintiff” or “Sutherland”) has filed a multitude of frivolous and groundless claims in this District. Sutherland frequently uses litigation and the threat of litigation as a means to strong-arm local government officials and entities into adopting his policy preferences. While these efforts have been uniformly unsuccessful, they waste a tremendous volume of taxpayer dollars and judicial resources.

The Complaint before the Court represents the latest chapter in this lamentable history. Mr. Sutherland lacks standing to bring the Complaint, which has no basis in law or fact. On its face, it appears to make allegations against at least four governmental entities not named as defendants or indispensable parties. The Complaint is replete with unsupported mischaracterizations of the law, and unfounded allegations of corruption against local government officials.

To the extent that the Complaint makes any coherent allegations against Compass, those allegations are the result of Plaintiff’s incomplete or incorrect reading of the Colorado Urban Renewal Authority statute. Colo. Rev. Stat. § 31-25-107.

## **PARTIES**

1. Upon information and belief, Compass admits that Plaintiff Eric Sutherland is an individual who resides in the City of Fort Collins, Larimer County, Colorado. Compass is without sufficient information to admit or deny the remaining allegations in Paragraph 1 of the Complaint and therefore denies the same.

2. Compass admits the allegations in Paragraph 2 of the Complaint.

3. Compass admits the allegations in Paragraph 3 of the Complaint.

4. Compass admits the allegations in Paragraph 4 of the Complaint.

5. Paragraph 5 contains statements concerning a public record, which public record speaks for itself and conclusions of law for which no response is required. To the extent a response is required; Compass is without sufficient information to admit or deny the allegations in Paragraph 5 of the Complaint and therefore denies the same.

6. Compass admits that it is an Alabama Corporation doing business in Colorado, with its principal address at 15 South 20<sup>th</sup> St., Suite 1820, Birmingham, AL 35233. Compass denies the remaining allegations in the Complaint.

## **JURISDICTION**

7. Compass denies that jurisdiction is proper in this Court. Compass has stated the grounds for its denial at § I of Compass’s Motion to Dismiss, filed concurrently with this Answer.

8. Compass denies that jurisdiction is proper in this Court. Compass has stated the grounds for its denial at § I of Compass's Motion to Dismiss, filed concurrently with this Answer.

9. Compass denies that jurisdiction is proper in this Court. Compass has stated the grounds for its denial at § I of Compass's Motion to Dismiss, filed concurrently with this Answer.

10. Compass admits that venue is proper in this Court.

### **FIRST CLAIM FOR RELIEF**

11. Paragraph 11 states a conclusion of law to which no response is required. To the extent a response is required, Compass denies the allegations in Paragraph 11.

12. Paragraph 12 states a conclusion of law to which no response is required. To the extent a response is required, Compass denies the allegations in Paragraph 12.

13. Compass lacks sufficient knowledge or information to form a belief as to Plaintiff's characterizations of the legislation described in Paragraph 13 and therefore denies same

14. Compass admits the allegation in Paragraph 14.

15. Paragraph 15 contains statements concerning a public record, which public record speaks for itself. To the extent a response is required, Compass denies the remaining allegations in Paragraph 15 of the Complaint

16. Paragraph 16 states a conclusion of law to which no response is required. To the extent a response is required, Compass denies the allegations in Paragraph 16.

17. Paragraph 17 states a conclusion of law to which no response is required. To the extent a response is required, Compass denies the allegations in Paragraph 17.

18. Paragraph 18 states a conclusion of law to which no response is required. To the extent a response is required, Compass denies the allegations in Paragraph 18.

19. Paragraph 19 states a conclusion of law to which no response is required. To the extent a response is required, Compass denies the allegations in Paragraph 19.

20. Paragraph 20 states a conclusion of law to which no response is required. To the extent a response is required, Compass denies the allegations in Paragraph 20.

### **SECOND CLAIM FOR RELIEF**

21. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

22. Paragraph 22 requests equitable relief from the Court without stating any basis for that relief. To the extent that Paragraph 22 contains cognizable allegations against Compass, Compass denies same.

### **THIRD CLAIM FOR RELIEF**

23. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

24. Paragraph 23 does not contain allegations against Compass. Furthermore, Compass is without sufficient information to admit or deny the allegations in Paragraph 23 of the Complaint and therefore denies the same.

25. Paragraph 24 does not contain allegations against Compass. To the extent a response is required by Compass, Compass denies the allegations in Paragraph 24.

26. Paragraph 25 does not contain allegations against Compass. Furthermore, Paragraph 25 states a conclusion of law to which no response is required. To the extent a response is required, Compass denies the allegations in Paragraph 25.

27. To the extent that Paragraph 26 contains cognizable allegations, Compass denies same.

### **FOURTH CLAIM FOR RELIEF**

28. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

29. Paragraph 27 does not contain cognizable allegations against Compass. To the extent the allegations in Paragraph 27 of the Complaint are construed to require a response, Compass denies same.

### **FIFTH CLAIM FOR RELIEF**

30. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

31. Paragraph 28 does not contain cognizable allegations against Compass. To the extent the allegations in Paragraph 28 of the Complaint are construed to require a response, Compass denies same.

### **SIXTH CLAIM FOR RELIEF**

32. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

33. Paragraph 29 does not contain cognizable allegations against Compass. To the extent the allegations in Paragraph 29 of the Complaint are construed to require a response, Compass denies same.

#### **SEVENTH CLAIM FOR RELIEF**

34. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

35. Paragraph 30 does not contain cognizable allegations against Compass. Furthermore, Paragraph 30 states a conclusion of law to which no response is required. To the extent a response is required, Compass denies the allegations in Paragraph 30.

#### **EIGHTH CLAIM FOR RELIEF**

36. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

37. Paragraph 31 does not contain cognizable allegations against Compass. Furthermore, Paragraph 31 states a conclusion of law to which no response is required. To the extent a response is required, Compass denies the allegations in Paragraph 31.

#### **NINTH CLAIM FOR RELIEF**

38. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

39. Paragraph 32 does not contain cognizable allegations against Compass. Furthermore, Paragraph 32 states a conclusion of law to which no response is required. To the extent a response is required, Compass denies the allegations in Paragraph 32.

#### **TENTH CLAIM FOR RELIEF**

40. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

41. Paragraph 33 states a conclusion of law to which no response is required. To the extent a response is required, Compass denies the allegations in Paragraph 33.

#### **ELEVENTH CLAIM FOR RELIEF**

42. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

43. Paragraph 34 does not contain cognizable allegations against Compass. To the extent a response is required, Compass denies the allegations in Paragraph 34.

## **TWELFTH CLAIM FOR RELIEF**

44. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

45. Paragraph 35 does not contain cognizable allegations against Compass or any other Defendant named in the Complaint. Furthermore, Paragraph 35 states a conclusion of law to which no response is required. To the extent the allegations in Paragraph 35 of the Complaint are construed to require a response, Compass denies same.

46. Paragraph 36 does not contain allegations against Compass. Further, Paragraph 36 states a conclusion of law to which no response is required. To the extent the allegations in Paragraph 36 of the Complaint are construed to require a response, Compass denies same.

47. Paragraph 37 does not contain allegations against Compass. Paragraph 37 states a conclusion of law to which no response is required. To the extent the allegations in Paragraph 37 of the Complaint are construed to require a response, Compass denies same.

48. Paragraph 38 does not contain allegations against Compass. Further, Paragraph 38 states a conclusion of law to which no response is required. To the extent the allegations in Paragraph 38 of the Complaint are construed to require a response, Compass denies same.

49. Paragraph 39 does not contain allegations against Compass. Further, Paragraph 39 states a conclusion of law to which no response is required. To the extent the allegations in Paragraph 39 of the Complaint are construed to require a response, Compass denies same.

## **THIRTEENTH CLAIM FOR RELIEF**

50. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

51. Paragraph 40 does not contain cognizable allegations against Compass. Furthermore, Paragraph 40 states a conclusion of law to which no response is required. To the extent the allegations in Paragraph 40 of the Complaint are construed to require a response, Compass denies same.

## **FOURTEENTH CLAIM FOR RELIEF**

52. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

53. Paragraph 41 does not contain cognizable allegations against Compass. Furthermore, Paragraph 41 states a conclusion of law to which no response is required. To the extent the allegations in Paragraph 41 of the Complaint are construed to require a response, Compass denies same.

#### **FIFTEENTH CLAIM FOR RELIEF**

54. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

55. Paragraph 42 does not contain cognizable allegations against Compass. Furthermore, Paragraph 42 states a conclusion of law to which no response is required. To the extent the allegations in Paragraph 42 of the Complaint are construed to require a response, Compass denies same.

#### **SIXTEENTH CLAIM FOR RELIEF**

56. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

57. Paragraph 43 does not contain cognizable allegations against Compass. Furthermore, Paragraph 43 states a conclusion of law to which no response is required. To the extent the allegations in Paragraph 43 of the Complaint are construed to require a response, Compass denies same.

#### **SEVENTEENTH CLAIM FOR RELIEF**

58. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

59. Paragraph 44 does not contain cognizable allegations against Compass. Furthermore, Paragraph 44 states a conclusion of law to which no response is required. To the extent the allegations in Paragraph 44 of the Complaint are construed to require a response, Compass denies same.

#### **EIGHTEENTH CLAIM FOR RELIEF**

60. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

61. Paragraph 45 does not contain cognizable allegations against Compass. Furthermore, Paragraph 45 states a conclusion of law to which no response is required. To the extent the allegations in Paragraph 45 of the Complaint are construed to require a response, Compass denies same.

#### **NINETEENTH CLAIM FOR RELIEF**

62. Compass incorporates its responses to the foregoing paragraphs as though fully set forth herein.

63. Paragraph 47 does not contain cognizable allegations against Compass. Furthermore, Paragraph 47 states a conclusion of law to which no response is required. To the extent the allegations in Paragraph 47 of the Complaint are construed to require a response, Compass denies same.

### **GENERAL DENIAL**

Compass denies any remaining allegation not specifically denied herein, and Compass denies that Plaintiff is entitled to any of the relief requested.

### **PRAYER**

To the extent that Plaintiff's WHEREFORE statement is directed towards Compass, Compass denies that Plaintiff is entitled to the requested judgment against Compass and denies that Plaintiff is entitled to any relief.

### **AFFIRMATIVE AND OTHER DEFENSES**

1. Plaintiff's Complaint fails to state a claim upon which relief may be granted.
2. The proximate cause of Plaintiff's claimed damages and/or injuries were the acts or omissions of a third party or parties over whom Compass had no control and for whom Compass is not legally responsible.
3. Plaintiff's claimed damages, if any, were not proximately caused by Compass's conduct or omission, but rather were the proximate result of an intervening cause of circumstance that Compass could not have reasonably foreseen and for which they are not responsible.
4. Plaintiff lacks standing to bring the claims.
5. Plaintiff's claims are time barred by C.R.S. § 31-25-105.5(2)(b), C.R.S. 31-25-107(9.7)(a), C.R.S. § 13-80-102(f), and C.R.S. § 11-57-212.
6. Plaintiff's claims are barred because Plaintiff has suffered no damage, injury, or otherwise as a result of any acts or omissions of Compass.

Compass reserves the right to amend and/or supplement these affirmative and other defenses as this matter proceeds.



DATED this 5<sup>th</sup> day of June, 2018.

**BROWNSTEIN HYATT FARBER SCHRECK, LLP**

*Original signature on file at offices of Brownstein Hyatt Farber Schreck  
pursuant to C.R.C.P. 121 § 1-26*

By: s/Cole J. Woodward  
Eric R. Burris, *pro hac vice pending*  
Cole J. Woodward, #50199

**Attorneys for Compass Mortgage Corporation**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 5<sup>th</sup> day of June, 2018, a true and correct copy of the foregoing **COMPASS MORTGAGE CORPORATION'S ANSWER** was filed with the Court and served via Colorado Courts E-filing System on *pro se Plaintiff* as follows:

***By E-Mail and Regular Mail***

Eric Sutherland  
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*s/Penny G. Lalonde*

Penny G. Lalonde, Paralegal

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