

EXHIBIT A

DISTRICT COURT, EL PASO COUNTY, STATE OF COLORADO 270 S. Tejon Street Colorado Springs, CO 80903 [REDACTED]	DATE FILED October 16, 2025 4:35 PM FILING ID: CAD4A2DF39412 CASE NUMBER: 2025CV32121
Plaintiff: SOARING EAGLES TOWNHOMES ASSOCIATION, INC. v. Defendants: THE PRECISION FAMILY TRUST; RICHARD MYRIE; MARIA MERCADO; KELLY ROBINSON; ANNETTE ROBINSON; ENYSHIA ATENCIO; MICHAEL BLANCHETTE; SINDI BLANCHETTE; BRANDON TANNER; ASHLEIGH TANNER; TYLER HARANG; ERIC CALABRESE; YANELIS CALEBRESE; KAITLIN PALMER; MAURICE MOTLEY; ROMERO THORNTON; CHANCE TORRES; AND CELESTE DOMMER	Δ COURT USE ONLY Δ
ATTORNEYS FOR PLAINTIFF: SMITH JADIN JOHNSON, PLLC Anthony T. Smith, #55579 1875 Lawrence Street, Suite 730 Denver, CO 80202 Tel: [REDACTED] Email: [REDACTED]	Case No.: 2025CV032121 Courtroom: 14
AMENDED COMPLAINT	

COMES NOW Plaintiff Soaring Eagles Townhomes Association, Inc., by and through undersigned counsel, and asserts the following Amended Complaint against the above-named Defendants, stating and alleging as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Soaring Eagles Townhomes Association, Inc. (hereinafter “Plaintiff” or the “Association”) is a Colorado nonprofit corporation organized and established to operate a 150-unit residential townhome community located in El Paso County, Colorado known as “The Soaring Eagles Townhomes” (hereinafter the “Community”).

2. Upon information and belief, Defendant The Precision Family Trust (the “Trust”) is a trust created under the laws of the State of Colorado, which owns real property located within the Community at [REDACTED]. Upon further information and belief, third party Heather McBroom (“McBroom”) is the trustee or beneficiary of the Trust.

3. Upon information and belief, Defendant Richard Myrie (“Myrie”) is an individual resident of the State of Colorado residing within the Community at [REDACTED].

4. Upon information and belief, Defendant Maria Mercado (“Mercado”) is an individual resident of the State of Colorado residing within the Community at [REDACTED].

5. Upon information and belief, Defendants Annette Robinson and Kelly Robinson (collectively the “Robinsons”) are individual residents of the State of Colorado residing within the Community at [REDACTED].

6. Upon information and belief, Defendant Enyshia Atencio (“Atencio”) is an individual resident of the State of Colorado residing within the Community at [REDACTED]

7. Upon information and belief, Defendants Michael Blanchette and Sindi Blanchette (collectively the “Blanchettes”) are individual residents of the State of Colorado residing within the Community at [REDACTED]

8. Upon information and belief, Defendants Brandon Tanner and Ashley Tanner (collectively the “Tanners”) are individual residents of the State of Colorado residing within the Community at [REDACTED]

9. Upon information and belief, Defendant Tyler Harang (“Harang”) is an individual resident of the State of Colorado residing within the Community at [REDACTED]

10. Upon information and belief, Defendants Eric Calabrese and Yanelis Calebrese (collectively the “Calabreses”) are individual residents of the State of Colorado residing within the Community at [REDACTED]

11. Upon information and belief, Defendant Kaitlin Palmer (“Palmer”) is an individual resident of the State of Colorado residing within the Community at [REDACTED]

12. Upon information and belief, Defendant Maurice Motley (“Motley”) is an individual resident of the State of Colorado residing within the Community at [REDACTED]

13. Upon information and belief, Defendant Romero Thornton (“Thornton”) is an individual resident of the State of Colorado who owns the home located within the Community at [REDACTED]

14. Upon information and belief, Defendant Chance Torres (“Torres”) is an individual resident of the State of Colorado residing within the Community at [REDACTED]

15. Upon information and belief, Defendant Celeste Dommer (“Dommer”) is an individual resident of the State of Colorado residing within the Community at [REDACTED]

16. Defendants Trust, Myrie, Mercado, the Robinsons, Atencio, the Blanchettes, the Tanners, Harang, the Calabreses, Palmer, Motley, Thornton, Torres, and Dommer are hereinafter collectively referred to as the “Defendants.”

17. This Court has jurisdiction over the subject matter of this action and the parties hereto.

18. Venue is proper in this Court pursuant to C.R.C.P. 98(c)(1).

FACTUAL BACKGROUND

19. The Association, the Defendants, and the Community are all governed by and subject to a certain Declaration of Covenants, Conditions, and Restrictions of The Soaring Eagles Townhomes recorded with El Paso County on May 12, 2005, as Document No. 205069031 (the “Declaration”). A true and correct copy of the Declaration is attached hereto as Exhibit A.

20. The Association, the Defendant, and the Community are further governed by and subject to the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, et seq. (“CCIOA”).

21. Section 7.1(a) of the Declaration requires the Association to purchase and maintain certain insurance policies for the benefit of the Community and its members, including but not limited to a property insurance policy. In relevant part, the Declaration states:

(a) The Association shall maintain policy of property insurance covering all insurable improvements located within the Community (including the Common Elements and the Lots, but excluding finished interior surfaces of the walls, floors, and ceilings in the Townhomes, any other equipment, furniture, wall trimmings, improvements, and personal property furnished or installed by an Owner) except for land, foundation, excavation, and other matters normally excluded from coverage, in an amount not less than the full insurable replacement cost of the insured property minus applicable deductibles at the time the insurance is purchased and at each renewal date.

22. Section 7.3 of the Declaration specifies that the Association’s insurance policies shall not have applicable deductibles that exceed the lesser of either: (a) \$10,000; or (b) one percent (1.00%) of the face amount of the policy. In relevant part, the Declaration states:

Section 7.3 Deductibles. No policy of insurance of which the Association or its designee is the beneficiary shall include a deductible clause in an amount that is greater than the lesser of \$10,000 or one percent of the face amount of the policy.

23. Section 11.3(c) of the Declaration creates a duty by the Association to repair damage to property covered by its property insurance policy. In this regard, the Declaration states:

(c) Any portion of the Community for which insurance is required to be maintained by the Association under this Declaration must be Repaired and Reconstructed promptly by the Association unless (i) the Community is terminated in accordance with Section 11.2, in which case the provisions of that section apply; (ii) Repair and

Reconstruction would be illegal under any state or local statute or ordinance governing health or safety; or (iii) the Owners who hold 80% of the votes in the Association vote not to rebuild, and every Owner of an assigned Limited Common Element that will not be rebuilt concurs.

24. Section 11.3(d) of the Declaration specifies that if insurance proceeds are insufficient to pay for necessary repairs caused by an insured loss, then the Association shall levy a Special Assessment to finance the remainder of the repairs. In relevant part, the Declaration states:

(d) If the insurance proceeds are insufficient to Repair and Reconstruct the improvements, such damage or destruction shall be promptly Repaired and Reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of a Special Assessment. Such Special Assessment shall be assessed against all Lots in accordance with Section 6.7 hereof, but without the requirement of complying with the budget approval process set forth in Section 6.3 above.

25. Section 6.7 of the Declaration gives the Association's Board of Directors (the "Board") broad authority to levy Special Assessments to pay for necessary maintenance and repairs. In relevant part, the Declaration states:

*Section 6.7 Special Assessments. In addition to the Monthly Assessments authorized above, the Executive Board may at any time, from time to time, determine, levy and assess a special Assessment ("Special Assessment") for the purpose of defraying, in whole or in part, payments for any operating deficit, loss, or unbudgeted expense, and/or unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolition, replacement, management, administration, or maintenance of the Common Elements including, without limitation, any fixtures and personal property related thereto. * * * Such Special Assessment(s) shall be due and payable as determined by the Executive Board, with at least 30 days' prior written notice provided to the Owners.*

26. Section 15.4 of the Declaration specifies that the prevailing party in any action to enforce its terms is entitled to recover its costs and reasonable attorney fees. Specifically, it states:

Section 15.4 Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges, and other provisions contained in this Declaration, as amended, may be by any proceeding at law or in equity ("Judicial Proceeding") against any person(s) or the Association violating or attempting to violate any such provision. The Association, Declarant, or any aggrieved Owner shall have the right to institute, maintain, and/or prosecute any Judicial Proceeding in any court of competent jurisdiction, or if all parties to a dispute agree, by binding arbitration. In any Judicial Proceeding, the prevailing party shall recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the court or arbitrator.

27. The property insurance market for homeowners' associations like Plaintiff has changed considerably since the Declaration was drafted in 2005 and property insurance policies that would comply with the maximum deductible proscribed by Section 7.3 of the Declaration are no longer commercially available in the Colorado market. For several years, property insurance policies sold to homeowners' associations in Colorado have included a deductible for wind and hail claims measured as a percentage of the total insured value of the property.

28. On or around August 1, 2024, the Community was damaged by a hailstorm (the "Loss").

29. On the date of the Loss, the Association insured the Community under a property insurance policy issued by Falls Lake Fire & Casualty Company ("Falls Lake") that included a deductible for wind and hail losses measured as ten percent (10%) of the total insured value of the property throughout the Community. A true and correct copy of the Association's property insurance policy in effect on the date of the Loss is attached hereto as Exhibit B.

30. The Association submitted a claim for the Loss to Falls Lake, which assigned a third-party claims adjuster, Claims Adjusting Group, Inc. (“CAG”), to investigate and adjust the loss.

31. CAG investigated and adjusted the Loss on behalf of Falls Lake and determined that the cost to repair the damage was \$3,604,548.89, subject to an applicable deductible of \$3,112,817.26. A true and correct copy of CAG’s loss statement for the Loss is attached hereto as Exhibit C.

32. The available insurance proceeds for the Loss are \$491,731.63, which represents the difference between the adjusted value of the claim (\$3,604,548.89) and the applicable deductible (\$3,112,817.26). As such, the available insurance proceeds were not sufficient to pay for the necessary repairs.

33. Consistent with its obligations under Section 11.3(c) of the Declaration to repair the damaged property, Section 11.3(d) to levy a special assessment to cover any portion of those repairs that were not covered by the insurance policy, and its general power under Section 6.7 of the Declaration to levy special assessments, the Board assessed the \$3,112,817.26 insurance deductible against each of the 150 Units throughout the Community in equal shares of \$20,752.12 per Unit. A true and correct copy of the Board Resolution memorializing this deductible assessment is attached hereto as Exhibit D.

34. After the Board levied the deductible assessment against the homes, several of the Defendants sent the Association written objection to the same and demanded that: (1) the Association immediately suspend repairs; (2) cancel its contracts for the repair work; (3) not perform certain work that they claim was not caused by the storm, even though Falls Lake and

CAG concluded that such work was needed; and (4) suspend actions to collect the deductible from the Community's members. A true and correct copy of the written objection and demand is attached hereto as Exhibit E.

35. Upon information and belief, all Defendants dispute the Board's authority to levy the deductible assessment against the Units throughout the Community to pay the deductible applicable to the insurance claim for the Loss and/or the Board's authority to enter into a contract to repair the damage.

36. After the Board levied the deductible assessment against the homes throughout the Community, Defendant Dommer made numerous Facebook posts under the alias "Wynter Aspen Rose" that falsely accused the Association, its Board, and its management company of fraudulent and criminal conduct. To wit:

- a. Defendant Dommer falsely accused the Association, its Board, by and through its management company, RowCal Management CO, LLC ("RowCal"), of committing a crime after RowCal's online payment portal automatically processed payment of the deductible assessment for owners who had set the online portal up to automatically pay their entire assessment balance each month. Her post stated as follows:

For Rowcal to get into bank accounts to try & extract \$20,752.12 is #Criminal and people should go to jail.

A true and correct copy of Defendant Dommer's post with the foregoing statement is attached hereto as Exhibit F.

- b. Defendant Dommer also falsely accused the Association and its Board of committing fraud and of using lies and deceitful conduct against the owners.

In this regard, her post stated as follows:

So there are only FOUR board members? No wonder their [sic] is FRAUD, LIES, and DECEIT being used against Soaring Eagles Homeowners.

A true and correct copy of Defendant Dommer's post is attached hereto as Exhibit G.

37. Defendant Dommer's false statements in the posts referenced in Paragraph 36, *supra*, and shown in Exhibits F and G to this Amended Complaint, were made to, viewed by, and responded to by multiple owners in the Community.

38. Upon information and belief, Defendant Dommer's false statements in the posts referenced in Paragraph 36, *supra*, and shown in Exhibits F and G to this Amended Complaint, were made with reckless disregard for their truth or falsity, or with negligent disregard for their truth or falsity and for the sole purpose of damaging the Association and the Board's reputation in the Community.

39. Defendant Dommer's false statements in the posts referenced in Paragraph 36, *supra*, and shown in Exhibits F and G to this Amended Complaint, have negatively affected the Board's reputation in the Community. Since these statements were made, the Association's Board has been subjected to harassment by members of the Community, with some members of the Community going so far as to confront and verbally accost members of the Board at their own homes. The reputational damage from these statements is further evidenced by the fact that

members of the Community have petitioned the Association to hold a special member meeting for the purpose of voting to remove and replace the Board.

40. In addition to the foregoing false statements, Defendant Dommer also advocated violence against the Board in the Facebook post attached hereto as Exhibit F. Specifically, she posted the following statement:

As for the board members? They need to be held accountable and heads need to roll for not being transparent and for not looking out for we the homeowners.

41. Defendant Dommer's statement in the posts referenced in Paragraph 39, *supra*, and shown in Exhibit F to this Amended Complaint, was made to, viewed by, and responded to by multiple owners in the Community.

**FIRST CAUSE OF ACTION
(Declaratory Judgment – All Defendants)**

42. Plaintiff incorporates the preceding Paragraphs of this Complaint as if fully set forth herein.

43. There are real and justiciable controversies between the Association and the Defendants regarding its obligations under the Declaration, including:

(a) the Association's authority to purchase an insurance policy that does not conform to the "maximum allowable deductible" specified by Section 7.3 when a policy with a conforming deductible is not commercially available;

(b) whether Section 11.3(c) requires the Association to repair all the damage caused by the Loss;

(c) whether Section 11.3(d) of the Declaration authorizes and/or requires the Association to levy a special assessment to finance those repairs; and

(d) whether Defendants are obligated to pay the special assessment;

44. The Association seeks a judicial declaration of the parties' respective rights and obligations on all of the foregoing controversies.

45. By interpreting the Declaration, the Court can resolve the disagreement between the parties.

**SECOND CAUSE OF ACTION
(Defamation – Defendant Dommer)**

46. Plaintiff incorporates the preceding Paragraphs of this Complaint as if fully set forth herein.

47. Defendant Dommer made defamatory statements regarding the Association and its agents. Specifically, Defendant Dommer accused the Association and its agents of committing crimes against the owners, of committing fraud against the owners, of lying to the owners, and engaging in deceitful conduct against the owners, as set forth in Paragraph 36, *supra*, and shown in Exhibits F and G to this Amended Complaint.

48. Defendant Dommer's defamatory statements set forth in Paragraph 36, *supra*, and shown in Exhibits F and G to this Amended Complaint, are not mere statements of opinion because they can be proven true or false.

49. Defendant Dommer's defamatory statements set forth in Paragraph 36, *supra*, and shown in Exhibits F and G to this Amended Complaint, are demonstrably false because the Association and its agents did not, in fact, commit any crime or fraud and have not lied to or engaged in deceitful conduct against the owners.

50. Defendant Dommer made the defamatory statements set forth in Paragraph 36, *supra*, and shown in Exhibits F and G to this Amended Complaint, with knowledge that they were

false, with reckless disregard for their truth or falsity, or with negligent disregard for their truth or falsity.

51. Statements imputing a criminal offense are defamatory *per se*. *Arrington v. Palmer*, 971 P.2d 669 (Colo. App. 1998). Defendant Dommer's statement that the actions of the Association and its agent were "#Criminal" and that the Association's Board committed fraud are therefore defamatory *per se*.

52. Statements on matters that are incompatible with a party's business, trade, profession, or office are also defamatory *per se*. *Gordon v. Boyles*, 99 P.3d 75, 79 (Colo. App. 2004). Defendant Dommer's statements that the Association's Board engaged in "fraud," "deceit", and "lies" to the community are therefore defamatory *per se*.

53. The Association has been harmed by Defendant Dommer's defamatory statements. Because Defendant Dommer's defamatory statements constitute defamation *per se*, damages are presumed and the Association need not plead special damages. *Gordon v. Boyles*, 99 P.3d at 79.

WHEREFORE, Plaintiff respectfully request that judgment be entered in its favor and against Defendants, jointly and severally, as follows:

1. With respect to the First Cause of Action, for a declaratory judgment that:
 - a. Section 7.1(a) of the Declaration requires the Association to purchase and maintain a property insurance policy covering the Community's Common Elements and the homes built on the individual lots throughout the Community, and that the Association satisfied this obligation when it purchased the insurance policy from Falls Lake;

b. Section 11.3(c) of the Declaration requires the Association to make all the repairs specified in CAG's loss statement, and the Association satisfied this obligation by hiring a contractor to perform those repairs;

c. Section 11.3(d) of the Declaration required the Association to levy a Special Assessment to pay for the repairs specified in CAG's loss statement because the insurance proceeds were not sufficient to pay for them, and the Association satisfied this obligation when it assessed the deductible back to the owners;

d. Section 6.7 of the Declaration gives the Association's Board authority to levy special assessments to cover the cost of necessary maintenance and repair, and the Association's deductible assessment was further authorized by this section;

e. Defendants are obligated to pay the deductible assessment levied against their respective Units; and

f. The deductible limitations in Section 7.3 of the Declaration are unenforceable under the doctrine of impossibility because a conforming policy is not reasonably available in the Colorado marketplace.

2. With respect to the Second Cause of Action, for a monetary judgment against Defendant Dommer in an amount to be determined at trial.

3. For costs and reasonable attorney fees and costs of suit against all Defendants, jointly and severally, as authorized by Section 15.4 of the Declaration.

4. For all pre-judgment interest, statutory or moratory, and post-judgment interest allowed by law.

5. For such other and further relief as this Court deems just and proper.

Respectfully submitted on this 16th day of October, 2025.

SMITH JADIN JOHNSON, PLLC

s/ Anthony T. Smith

Anthony T. Smith, #55579

1875 Lawrence Street, Suite 730

Denver, CO 80202

Tel: [REDACTED]

Email: [REDACTED]

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 16th day of October, 2025, a true and correct copy of the foregoing was electronically filed and served via CCEF and therefore served upon all parties that have entered an appearance electronically, and also via U.S. Mail and E-Mail on the following:

Richard Myrie

[REDACTED]

Tyler Harang

[REDACTED]

s/Vivian M. Vaisanen

FOR: Smith Jadin Johnson, PLLC