

DISTRICT COURT, GARFIELD COUNTY, COLORADO Court Address: 109 8th St., #104, Glenwood Springs, CO 81601 970/945-5075	DATE FILED: November 15, 2021 11:41 AM FILING ID: E609450844C4A CASE NUMBER: 2021CV30145 ^ COURT USE ONLY ^
Plaintiff: THE LAW OFFICES OF ANDREW L. QUIAT, P.C. vs. Defendant: ROBERT SCOTT BROOKS	
Stokes & Wolf, P.C. James R. Wolf #30582 Attorney for Plaintiff 1776 South Jackson Street, Suite #900 Denver, CO 80210-3808 Telephone: 303-753-0100 Fax: 303-753-0310 E-Mail: JimWolf@coloradocollectionlawyer.com; Andrew L. Quiat, Esq. The Law Offices of Andrew L. Quiat, P.C. P.O. Box 2900 Aspen, CO 81612 Telephone: 303.549.9534 E-Mail: aquiat@quiatlegal.com	Case No.: Div.: Ctrm:
COMPLAINT	

COMES NOW, Plaintiff, The Law Offices of Andrew L. Quiat, P.C. to file this Complaint against Defendant, Robert Scott Brooks and states the following:

THE PARTIES

1. Plaintiff, The Law Offices of Andrew L. Quiat, P.C. (hereafter "Plaintiff") is a Colorado corporation formed on August 22, 1988. Plaintiff maintains a principal office at 8901 West Yale Ave., Lakewood, CO 80227, and at P.O. Box 2900, Aspen, CO 81612..
2. Defendant, Robert Scott Brooks (hereafter "Defendant") is an individual who currently resides at 7140 E. Kierland Blvd. Unit 301, Scottsdale, AZ 85254.

JURISDICTION AND VENUE

3. This court has jurisdiction over the subject matter at issue because this is a civil action for damages and/or equitable relief. Colo. Const. Art. VI, § 9(1). Jurisdiction over the person is proper in this Court as to the Defendant pursuant to C.R.S. §§ 13-1-124(1)(a); 13-1-124(1)(b)(1963), as amended, because the subject defendant has: (1) transacted business in this State, lived in this state at the time of contracting, and had all services rendered under the contract within the State of Colorado; and after re-locating out of Colorado engaged in separate and distinct transactions of business in interstate and/or intrastate commerce via telephone lines into and within the state of Colorado; (2) has committed tortious acts within the state of Colorado as hereinafter set forth; and (3) the contract between the parties provides for venue in Colorado, which of necessity implies jurisdiction with Colorado by contractual agreement.

4. Venue is proper in Garfield County pursuant to C.R.C.P. 98(c) under the terms and condition of the parties Contract, the attorney representation agreement, Exhibit 1, page 3, (hereafter Contract) wherein the parties agreed to venue for any legal action in connection with the agreement shall be Garfield County, Colorado.

FACTUAL ALLEGATIONS

5. On or about August 14, 2020 the parties entered into a attorney representation Contract (See Plaintiff's Exhibit 1) whereby Plaintiff agreed, among other provisions, to provide professional legal services to Defendant as detailed in the Contract. Defendant executed the Contract and returned it to Plaintiff on or about August 18, 2020. (See Plaintiff's Exhibit 2).

6. Defendant agreed to pay Plaintiff, in accordance with the terms and conditions of the Contract on an hourly basis to be determined on actual time spent, as detailed on page six (6) of the Contract.

7. Under the Contract, page three (3), Plaintiff required Defendant to pay an initial retainer of \$7,500.00 on the new legal representation engagement, to be utilized by Plaintiff to offset legal, non-interest-bearing fees and costs advanced and incurred. Defendant by and through the Contract agreed the retainer would be replenished to the amount originally deposited upon Plaintiff's request, and the amount increased subject to the unfolding scope of work agreed upon as needed.

8. Defendant made deposits into Plaintiff's Trust account totaling \$114,931.00 for the legal services rendered under the Contract from or about August 27, 2020 to April 30, 2021 as set forth in the Trust Account Quick Report, (See Plaintiff's Exhibit 3). Defendant's retainer deposits were depleted for legal services rendered by Plaintiff on or about April 30, 2021.

9. Plaintiff provided legal services to Defendant pursuant to the Contract and sent invoices to Defendant on or about November 6, 2020, January 15, 2021, February 15, 2021, February 25, 2021, March 31, 2021, May 11, 2021, June 30, 2021 and August 31, 2021. (See Plaintiff's Exhibits 4-10).

10. Defendant has disregarded Plaintiff's Invoices and demand for payment and has continually refused to provide Plaintiff with the contractually agreed upon funds totaling \$46,735.26.

11. Representatives of Plaintiff have reached out to Plaintiff by telephone, e-mail and mail to request payment as agreed.

12. Defendant has refused to pay Plaintiff in accordance Parties Contract.

13. Despite demand, Defendant remains indebted to Plaintiff and in breach of the Contract for failure to make payment.

FIRST CLAIM FOR RELIEF

Breach of Contract

14. Plaintiff incorporates by reference allegations 1-13 as though fully set forth herein.

15. Plaintiff and Defendant entered into a legal services Contract whereby Plaintiff, in exchange for payment, agreed to provide legal services representation to Defendant as outlined in the Contract.

16. Defendant breached the Contract by failing to pay the full amount due as evidenced by the Invoice, Exhibits 4-10, within thirty (30) days from the date of the invoice under the terms and conditions of the Contract, page 3. The interest rate on overdue balances accrues at one and one-half percent (1-1/2%) per month, which equals eighteen percent (18%) annual.

17. Defendant agreed to pay all expenses, including attorney fees, in the event collection of amounts due is required as a result of Defendant's breach of the Contract.

18. Plaintiff has performed all of its conditions, covenants, and promises under the Contract with Defendant.

19. Defendant's breaches have directly and proximately caused Plaintiff damages in an amount to be proven at trial as set forth by Plaintiff by and through the Affidavit of Debt, Plaintiff's Exhibit 11.

SECOND CLAIM FOR RELIEF
Account Stated

20. Plaintiff incorporates by reference allegations 1-19 as though fully set forth herein.

21. Plaintiff and Defendant entered into a legal services agreement for Plaintiff to provide legal services to Defendant (See Exhibit 1).

22. Under the parties agreement Defendant understood he would pay all balances due within thirty (30) days of the invoices mailed.

23. As evidenced by the attached Invoices, Plaintiff's Exhibits 4-10, Plaintiff mailed the invoices to Defendant reflecting all amounts due.

24. Defendant has made no objection to the Invoices and in fact Defendant made payment towards the Invoices as reflected in the Trust Account Quick Report, Plaintiff's Exhibit 3. There is an account stated.

25. Defendant is in breach of the parties agreement by failing to make payment on the balance due within thirty (30) days each Invoice.

26. Plaintiff has performed all of its conditions, covenants, and promises under the parties agreement and as set forth in each Invoice, Plaintiff's Exhibits 4-10.

27. Defendant's breaches have directly and proximately caused Plaintiff damages in an amount to be proven at trial.

THIRD CLAIM FOR RELIEF
Open Account

28. Plaintiff incorporates by reference allegations 1-27 as though fully set forth herein.

29. Plaintiff and Defendant entered into a legal services agreement for Plaintiff to provide legal services to Defendant (See Exhibit 1).

30. Under the parties agreement Defendant understood he would pay all balances due within thirty (30) days of the invoices mailed.

31. As evidenced by the attached Invoices, Plaintiff's Exhibits 4-10, Plaintiff mailed the invoices to Defendant reflecting all amounts due.

32. Defendant's acknowledged the legal services rendered as reflected in the Invoices by making payment there on as reflected in the attached Trust Account Quick Report, Plaintiff's Exhibit 3.

33. Defendant is in breach of the parties agreement by failing to make all payments due on the balance due within thirty (30) days each Invoice.

34. Plaintiff has performed all of its conditions, covenants, and promises under the parties agreement and as set forth in each Invoice, Plaintiff's Exhibits 4-10 and despite there remaining a balance due as reflected by each Invoice, Plaintiff continued to provided legal services to Defendant pursuant to the parties agreement on the Open Account.

35. Defendant's breaches have directly and proximately caused Plaintiff damages in an amount to be proven at trial.

FOURTH CLAIM FOR RELIEF
Unjust Enrichment

36. Plaintiff incorporates by reference allegations 1-35 as though fully set forth herein.

37. In exchange for the parties' contract, Plaintiff's Exhibit 1, Plaintiff provided legal representation and services to Defendants as reflected by the attached Invoices, Plaintiff's Exhibits 4-10. Defendant's acknowledged the Contract by making payment there on as reflected in the attached Trust Account Quick Report, Plaintiff's Exhibit 3.

38. Defendant received the legal representation and service at Plaintiff's expense. The Defendant expected and understood that he would have to repay the total amount due plus interest, costs of collection and attorney fees all as set forth in the Contract, Plaintiff's Exhibit 1.

39. The Defendant accepted and retained the legal representation and services and the amount due for said service provided to Defendant remains unpaid as set forth by Plaintiff in the attached Affidavit of Debt, Exhibit 11.

40. Defendant received the benefit under circumstances that would make it unjust for Defendant to retain the benefit without paying for said services as agreed, which have directly and proximately caused Plaintiff damages in an amount to be proven at trial.

FIFTH CLAIM FOR RELIEF
Promissory Estoppel

41. Plaintiff incorporates by reference allegations 1-40 as though fully set forth herein.

42. Defendant made promises to Plaintiff as described above.

43. Defendant should reasonably have expected that its promises would induce action by Plaintiff.

44. To its detriment, Plaintiff reasonably relied on the promises made by Defendant.

45. The promises Defendant made to Plaintiff must be enforced to prevent injustice.

46. As a result of Defendant's failure to perform on his promises, Plaintiff has been damaged in an amount to be proven at trial.

SIX CLAIM FOR RELIEF
Conversion

47. Plaintiff incorporates by reference allegations 1-46 as though fully set forth herein.

48. Defendant willfully and knowingly obtained or exercised control over Plaintiff's personal property, namely services Plaintiff rendered for and at the request of Defendant, and for which Defendant has failed and refused to pay.

49. Defendant's actions were taken with the intent to deprive Plaintiff of the use, possession, and benefit of that property.

50. Defendant's actions have caused and will continue to cause Plaintiff real, immediate, and irreparable injury. These actions have caused and will cause damages to Plaintiff in an amount to be determined at trial.

SEVENTH CLAIM FOR RELIEF
Civil Theft C.R.S. § 18-4-405

51. Plaintiff incorporates by reference allegations 1-50 as though fully set forth herein.

52. Plaintiff and Defendant entered into a legal services Contract whereby Plaintiff, in exchange for payment, agreed to provide legal services representation to Defendant as outlined in the Contract, Plaintiff's Exhibit 1.

53. Defendant intentionally and wrongfully ceased making agreed payments to Plaintiff and

never intended to fully perform as required under terms and condition of the Contract.

54. Defendant improperly exercised dominion over Plaintiff's property, namely the services rendered to Defendant, and the moneys, funds and other compensation he contractually owed Plaintiff for which Defendant has failed and refuses, without authorization, to pay and continues to do so.

55. Plaintiff Invoiced for and demanded payment as agreed and Defendant refused to comply with the requirements of the Contract by paying all sums due within thirty (30) days of the Invoices, Plaintiff's Exhibits 4-10.

56. Defendant intended and intends to permanently deprive Plaintiff of the use and benefit of said property.

57. Plaintiff has been damaged as a direct and proximate result of Defendant's failure to pay as agreed in an amount to be determined at trial.

58. Plaintiff is entitled to a treble damage award for Defendant's failure to pay Plaintiff as agreed, and all expenses, including pre-suit and post-suit attorney fees for collection of all amounts due as a result of Defendant's civil theft.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for the following relief:

- a. Compensatory damages, and any other damages or other sums to be proven at trial;
- b. Treble damages;
- c. Pre-judgment and post judgment interest, as supported by the evidence;
- d. An award of pre-suit and post-suit attorneys fees and costs as provided by contract and statute;
- e. Any other such other relief as the Court deems just and proper.

Respectfully submitted this 12th day of November, 2021.

Signed Original on File at Office of Plaintiff Attorney

Stokes & Wolf, P.C.

/s/ James R. Wolf
James R. Wolf, Esq. #30582
1776 S. Jackson St., Suite 900
Denver, CO 80210

The Law Offices of Andrew L. Quiat, P.C.

/s/ Andrew L. Quiat
Andrew L. Quiat, Esq. #1286
P.O. Box 2900
Aspen, CO 81612