

In the United States Bankruptcy Court
For The District of Colorado

In re: Robbins, Barbara

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Case No. 05-40334-EEB

Debtor

Chapter 7

Karen Dudnikov,
Michael Meadors

vs

Barbara Robbins
Defendant

06 1225 EEB

FILED
05 MAR -2 PM 2:59
CLERK OF COURT

RESPONSE TO COMPLAINT FILED BY MEADORS/DUDNIKOV – Feb 2, 2006

Summary. The Plaintiff's have filed a complaint to the discharge of the debt owed to them by this Debtor, and in addition have filed a complaint to my discharge in general. There will be no question after reviewing these documents that the Plaintiffs don't like me, but that's not grounds for denying my discharge. They accuse this Debtor of concealing income and assets, and cite as evidence that I used to have more than I do now. There has been nothing fraudulent in my activities. I have not done anything that would be in violation of any of the bankruptcy codes. There is no concealment of income, no concealment of assets, no misrepresentation of anything; yet the Plaintiffs still ramble on about income received in years past. They try to show that my meager way of life is somehow excessive, or that my 'luxuries' in life – eating and living indoors – are unreasonable. I worked very hard to build a thriving business; I had a beautiful home, an envied office building in town, nice things, and good income. I lost everything because of their actions. Their character assassination was horrible and heinous in every way, but most of all, effective. I lost my home to foreclosure, my office building to foreclosure, and my business. I had spent years building my career, and was forced to start completely over. The only debts that I am asking for discharge from, with the exception of the judgments creditors (including the Plaintiff), is a couple of credit cards used for business purchases year ago, and some minor business bills from years ago. I don't have an extravagant lifestyle, and I pay my bills. The relief offered by the Chapter 7 bankruptcy was designed for somebody like me. It was designed for people who tried as hard as they could and still hit a wall. My actions never hurt anybody, and ironically, the Plaintiffs are still living in the home that I built but didn't get paid for – while I lost mine. I'm not surprised that the Plaintiffs have filed this complaint, because it's what they do. Their complaint has few facts, and I am reluctant to validate each frivolous issue by addressing it, but I fear that this Honorable Court will think that issues may exist if I don't, so I will respond as though there is validity to it.

Direct Response to 'COMPLAINT PURSUANT TO 11 U.S.C. 523, 11 U.S.C. 727(A) AND 11 U.S.C. 707(B)'

1. Jurisdiction.
 - a. No issue
 - b. Plaintiff has used incorrect code sections, but to no issue

- c. This Honorable Court does have jurisdiction. No issue
- d. No response

2. Standing.

- a. No issue

3. Venue

- a. No issue

4. Background facts

- a. No issue with respect to the fact that a contractual arrangement was entered into between the parties
- b. No issue, except to state that in addition to agreeing to perform certain actions, the expectation of being paid for those actions was included in the agreement, but not in the Plaintiff's remarks.

5. Cause of action

- a. Denied. This statement is incorrect and will be corrected.
- b. Denied. This statement will be corrected.
- c. Denied. This statement will be explained.
- d. Denied. No breach of fiduciary position ever occurred.
- e. Denied.

Narrative in response to Cause of Action. This Debtor entered into an agreement to sell and attach a manufactured home to the Plaintiff's existing real estate in exchange for payment. In 2001 Plaintiff elected not to pay the remainder of their balance due (approximately 10,000). Their lender demanded that they pay in full, in order to fulfill the provisions of their contract. They refused. I filed a mechanic's lien (as a matter of course). It was timely filed, correct in every way, and complete. Within the appropriate time period, (6 months) I filed suit against the Plaintiffs for breach of contract. I filed on behalf of the company in county court (which was proper, because of the amount). The Plaintiffs hired an attorney (Anthony Johnson) who moved the case to district court, counter-sued, and nearly immediately filed a notice with the court that since I was not an attorney, I could not defend the business (an LLC). He requested a default judgment based on that fact, and received one. He then filed a motion to place the default judgment on me personally because the LLC was not current with the Secretary of State (a fact which was known at the onset). He scheduled at least 5 hearings, and notified me by mail, to show cause why the default should not be placed on me personally, during which the facts would be presented, and he canceled them before each hearing date. I received the last notice of hearing, which I appeared at, but no hearing took place. I spoke with the Clerk, who informed me that Mr. Johnson had canceled it again. I wasn't surprised, and waited for the next notice. Remember that I started this fight, so I certainly would want to see it through. They had no basis to default on their bill, and I believe that they planned not to pay from the beginning. I called the court a week or so later to ask if the hearing had been rescheduled yet, since I hadn't received any notice, and she informed me that the hearing took place several days ago (I still don't know what day) and because I wasn't there, I lost due to default. They (the Plaintiffs and their attorney) claimed that I had refused service of the summons, which is not correct, because I had the summons in my hand -- for a different day. Clearly my rights had been violated because due process had not been granted to me, but I didn't know where to go, and could not afford an attorney to help me. There is no doubt in my mind that the date-shifting game was intentional because they knew if I appeared in court, they would lose. I pray this Honorable Court can set-aside the judgment in the case described herein, and move the venue to this Court to rehear it. I have included the documents that I submitted the date I was scheduled to appear, for your review.

6. Allegations of wrongdoing

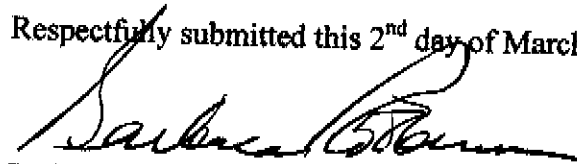
- a. Denied
- b. Denied
- c. Denied. This debtor has explained fully to the Bankruptcy trustee any questions regarding loss of assets. No violations occurred
- d. No abuse of the provisions is incorporated in this filing, in any way.
- e. No response required

7. Conclusion

- a. This debtor is entitled to a discharge of her debts, including the debt to the Plaintiff. Each item in the lengthy 'Memorandum in Support' is addressed individually; however, suffice it to say that no merit is contained in any of it, with the exception of some names and places. There is no wrong-doing, no fraud, no lies, no dishonesty, and nothing devious taking place. This Plaintiff has been harassing this Debtor for several years now, with no possible end in sight. The volumes of frivolous information submitted by these Plaintiffs should convince this Honorable Court that they have no genuine business motive, nor any motive other than an obsessive desire to interfere in the lives of others – namely this Debtor.

This Debtor respectfully prays that you will disregard this complaint as being unable to substantiate any reasonable grounds to deny the discharge of my Chapter 7 Bankruptcy, and grant the discharge of my debts, including the debt due to the Plaintiff.

Respectfully submitted this 2nd day of March, 2006



Barbara Robbins

In the United States Bankruptcy Court
For The District of Colorado

In re: Robbins, Barbara

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Case No. 05-40334-EEB

Debtor

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Chapter 7

Karen Dudnikov,
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vs

Barbara Robbins
Defendant

Response to Memorandum in Support of Complaint ...

I will respond to each line item, regardless of whether or not any merit to the issue exists, in an attempt to keep the lines correct.

1. No issue.
2. No issue.
3. Other income. The Plaintiffs would like to claim that there is misrepresentation and intentional omission of income on both accounts. There was no intentional omission, and no intentional misrepresentation of the facts. Any omissions were unintentional, and corrected.
 - a. The question referred to here (#2 *Income Other than from Employment or Operation of Business*) specifically asked for income "during the two years immediately preceding the commencement of this case." The question was answered based upon all income received for the period from October 2003 to October 2005. Had the question been referring to all income received during the previous two calendar years, this Debtor believes that it would have stated "from the beginning of this calendar year to the date this case was commenced, and then include ... during the two years immediately preceding this calendar year." This is the way that the *Income from employment or operation of business* question is phrased. There is no question, based on the wording of the question, as to what figures are required for each question. Both of the figures that the Plaintiffs refer to were received prior to the period of time in question for #2. The Plaintiffs enter into a diatribe for a full three pages about income from the estate of my late father. There has never been any dispute that I received income from that estate. Certainly not the amount that the Plaintiff's believe, but I don't believe they are entitled to the correct figures. The exact amounts received, or disbursed, from the estate are all documented and accounted for. The Plaintiffs ramble on for pages on subject such as 'concealing' income, and the proper use of my sister's funds. I don't understand how this is relevant to this issue. The estate bank account was not listed as an asset because it is not the funds of this Debtor. (The account contained a minimal amount) The funds exist ONLY for expenses of the estate, because there are still

- properties to maintain. Upon the sale of those properties, the funds will be used to help pay the taxes due.
- b. As settlement of my divorce I received \$20,000 (as my share of business proceeds), a truck, and a trailer. The cash settlement was paid in one payment of \$10,000 and 12 payments of \$833. The trailer is still in Texas somewhere, and the truck was received and sold to pay living expenses. The cash settlement was erroneously omitted from the income section, because this Debtor, when preparing the bankruptcy filings incorrectly placed the settlement date in 2003 and not in 2004. The divorce was final in 2003, and the settlement took months longer, but this Debtor would have testified that the settlement was much prior to a year later. The receipt and sale of the truck was included and the trailer was claimed as an asset. (this will be addressed in detail further on) The income was not (as the Plaintiffs refer) alimony or maintenance. The income received was the repayment of my money, taken by my ex-husband when he left. It was not included as income on my tax return, because it is not income. It was not included as 'spousal maintenance' because it is not. If Mr. Robbins chooses to claim the amount paid as 'maintenance' it will be disputed.
4. Failure to disclose assets. The personal property listed by this Debtor was correctly listed on the original Bankruptcy filing. No omissions occurred.
- a. The 1980 SeaRay boat was not listed on the bankruptcy filing because it was not owned by this Debtor the year prior to the filing of this proceeding. I admitted to owning the boat in the past, and there was no omission of it on the filing. The cost of the boat on the divorce settlement worksheet was the purchase price. The boat was sold (to Mr. Asbury) in 2003 because after years of neglect the boat's engine was ruined, the out-drive needed repairs, the transmission needed rebuilt, the canvas was ruined, the wood trim all needed replaced or refinished, and I did not have any money to do that with. I tried to borrow money (\$8000.00 was the estimate needed for the repairs – including a used or rebuilt engine) but no one would loan to me. The price was a fair market value sale. The divorce proceedings were irrelevant to the sale of the boat. The settlement worksheets were prepared in 2002, when the divorce was filed, and were not updated. The Plaintiff's are probably not aware of the divorce rules, but the settlement is based upon marital assets only. Their value on the date of separation is the only relevant fact. Mr. Robbins, for instance, had sold much of his assets prior to the dissolution date. The claim that the sale of the boat "literally had to be dragged out of her by Ms. Martinez" is a fabrication at best. There was no omission of fact.
- b. The cargo trailer falls into the same divorce proceedings valuation as the boat did. The purchase price listed on the divorce settlement worksheet is not the value of the trailer. The worksheet was prepared October 2002, based on purchase price several years prior. The Plaintiff's claim that the trailer was "in generally good condition" on July 14, 2004, yet I cannot even find the trailer to know that it still exists. I don't know where they get their information, but the best case sale value of the trailer is \$1,000.00 (assuming it exists) and it will cost all of that to go and get it. It will no doubt need new tires, the past 3 or 4 years of registration will need to be paid and plates bought, and it will involve a long and expensive trip. I have hired individuals to go to the addresses provided by Mr. Robbins, but no trailer is ever found. I have tried to elicit the support of his (former) attorney, with no success.
- c. The 1992 Mazda was purchased by this Debtor for the use of Mr. Robbins' son. Considering the divorce, it seemed to be prudent to terminate that arrangement, so I got it back and sold it. It was well before the one year period covered in the

question, but the information about the sale (date, to whom sold, and how much) was provided to the Bankruptcy trustee. The value on the divorce settlement worksheet was purchase price.

- d. The Prowler camper listed on the divorce settlement worksheet was a camp trailer that was recovered from a piece of property purchased many years ago and parked at the marital home. On the date of separation, the camp trailer was still parked on the marital property, so it was listed. I had no information on the vehicle (year, owner, etc) because the VIN tag was worn off. The floor has holes in it, the ceiling leaks, and the tires are ruined (because of age). The trailer is not owned by me, but I have been assigned the chore of disposing of it.
- e. The Plaintiff's are again trying to match up the divorce settlement worksheet with the bankruptcy filing. The personal property valued at \$41,737 was addressed in a letter to the bankruptcy trustee. Contrary to the Plaintiff's opinion, the purpose of the divorce settlement worksheet was not to get more of the marital estate, because there wasn't any more. The purpose was to finalize the divorce. With that in mind, the figures were based on best guesses of replacement cost. The clothing was listed was \$25,000 for each spouse, yet I could not sell it for .10 on the dollar. The requested spreadsheet explaining all of this was supplied to Ms. Martinez.
- f. If I had received the amounts claimed by the Plaintiff's from my father's estate, there would be no need for this bankruptcy filing. These are amazingly inflated figures, based on I don't know what. Further review of my sister's (Cathy Clamp) issues would reveal that they were resolved, and I was exonerated of any wrongdoing. In fact, the court determined that it was this Debtor that was not getting enough information. All funds were accounted for. Mrs. Clamp was mistaken on several of the figures listed, and they were duplicated figures or incorrectly listed accounts.
- g. The Plaintiff's would like you to believe that it is reasonable to believe that I stole some \$72,591 in cash and did not declare it, yet there is nothing that would indicate anything of the sort. The Plaintiff's use some sort of strange backwards arithmetic to explain how much money they think I should have, and cite as proof the fact that I didn't refute the amounts cited by my sister. Twisted thinking, and hardly facts. In response to the final paragraph of that section. If I had received a half of a million dollars, there would be no need for this bankruptcy proceeding. The actual amount received (or supposed to be received) was much less, and is all accounted for.

5. Concealment of Assets.

- a. The marital residence at 156 Panorama Circle in Florissant had to be re-financed to enable the company to pay its bills. The group of people, including the Plaintiff, which elected to defraud this debtor and failed to pay their bills, caused great financial distress (more than \$300K in receivables when the company went under). A valid appraisal (\$400,000) was obtained by the lender and a 75% loan was obtained (\$300,000). I researched the subject, because it seemed to be of interested to the Plaintiff, to determine why the loan was obtained the way it was. This Debtor had a better credit score than Mr. Robbins, which would mean a better interest rate, so the house was quit claimed to me and I obtained the refinance. ALL proceeds were used to pay contractors, suppliers and company bills. Grand West Financial was never a business partner or affiliate in any way.
- b. The court hearing that the Plaintiff's are incorrectly referring to was well prior to my vacating the marital residence. In fact, at this court hearing, the judge in question publicly chastised the Plaintiffs and their malicious website, saying that

their actions caused 'irreparable harm' and other vile things. The Plaintiffs accused this Debtor of infidelities with any number of persons, including, but not limited to, Mr. Asbury. None of those accusations were true, and they were very hurtful to all involved – except of course the Plaintiff's who delight in causing harm. During the period of time that the Plaintiff's claim I was living with Mr. Asbury, I was leasing a home in Colorado Springs, and living there.

- c. The Plaintiff's again have a very grand idea of the amount of money that I received, and are assuming that I could pay whatever I wished to. The fact is that Mr. Robbins and I had an agreement that he would remain in the house until it sold, because he was running the business in Florissant and it made more sense. I moved away, giving up my business and home, and leased another house. Only months after that, he and a 'friend' moved to Texas, leaving me with two house payments. I paid them as long as I could, but couldn't keep up. I tried to sell it, but the Hayman fire happened around that time, and the real estate market was pretty dried up. We also lost the office building in Florissant, and you would have to wonder if I had actually received as much money as they claimed, why would I not protect my credit? Very good question, and in fact I would have protected my credit. There is no truth to their ranting. I only lost; I did not gain from any of this.
- d. It is interesting to me that the Plaintiff's singled out this one property as an example. Our business was building houses on properties for clients. The company frequently purchased property, placed homes on them, and sold them for a profit. The transaction in question (in 2001) was fairly common. All of the claims in this paragraph are the standard operations of the business. The standard quit claim amount is \$1.00, and while not every lender required the sale be from an individual and not a company, it did happen. The practice of selling something for more than you paid for it is a pretty common way of making a living. Of course, all income was claimed on tax returns. Why is something that happened in 2001 an issue?

6. Misrepresentation of costs.

- a. Rent. I pay a reasonable, legitimate rent to a bona-fide landlord. The Plaintiff's have accused me of 'trading favors with men' in the past and this is no less offensive to me. In addition, if it is relevant, Mr. Asbury has informed me that not only does he have a first mortgage; he also has a second mortgage on the property. In reality, all rent is voluntary, but it is a requirement of staying in the house.
- b. Maintenance. The maintenance referred to is also upkeep and repairs. I don't believe that this is an outrageous figure.
- c. Food. These are actual costs. I hadn't calculated it to be \$23.00 per day, but that seems very reasonable to me.

7. Questionable activities. The Plaintiffs should be fiction novelists. This whole section is made up from their fantasies and should have no bearing on this case.

- a. Norskii Investments was created by this Debtor in the event I chose to do business through it. My separation happened shortly afterwards, so nothing was done with it. This company has never had bank accounts. I did not conceal any money.
- b. Viking 3 Property Owners. This LLC was created to help with the liquidation of the properties from the estate. It is not a partnership, so I doubt that I would have said that we were equal partners. I am a member, they are managers.
- c. Peak Financial. This company was created to 1) replace NorthStar Management, which is the company that I prepared tax returns and did accounting work through, and 2) to separate myself from my ex-husband. I did not have to conceal the money

that I received from the estate. No money was taken that didn't belong to me, and it was all public record. This company has no bank accounts.

- d. Peak Realty. This company was created to replace NorthStar Realty, which is the company that I sold real estate through. When I left Coldwell Banker, I needed a name to work under, so I came up with something that was close to my other company. I didn't need to conceal money from my divorce, it was mine. This company had no bank accounts until late 2005.

8. Questions of honesty?

- a. There was never any an inconsistency or lack of honesty (on my part) in the cited case. The plaintiff's in this case convinced the judge (because of my lack of courtroom evidentiary experience) that they were entitled to something that they were not. The judge specifically said that there was no fraud, and no lack of fiduciary duty. Had I been experienced in courtroom procedures, there would not have been breach of contract either.
- b. The Teller County Board of Review suspended my general contractor's license for ninety days for failing to list that my ex-husband had lost a piece of property to tax sale. My house burned in a fire, and all that was left was the land. My ex-husband was awarded that in the settlement, and he did not pay the property taxes. The land was sold at tax sale, with nothing I could do about it. (I could buy it at tax sale, but that would not have solved) They claim that was a law-suit and I had been sued, yet on my original contractor's license application, I checked that I had never been sued. I vehemently dispute that I was sued, and I believe that my license was suspended to placate the Plaintiffs. The Teller County Board of Review was afraid of an 'outburst' (according to one county official), and knew I would survive for 90 days. No material misrepresentation took place. Feel free to review the minutes of the meeting. I did not misrepresent anything, and I did not lie on my application.
- c. There have been no lies in this bankruptcy filing or during the meeting of the creditors.

9. Credit cards.

- a. I don't understand why they list this as an issue. I didn't realize that business or personal credit cards got different treatment. They are listed on Schedule F because they are unsecured non-priority debts. The cards were used for business expenses, and the balances remain fairly constant since 2001. I paid the minimums as long as I could. No fraud or abuse of the credit cards ever occurred.

10. Casualty loss.

- a. I did not claim a loss on the sale of my personal home. I am licensed by the Department of the Treasury as an expert in taxation. I know that no loss on the sale is allowed; however, the claim was for a casualty loss that no insurance proceeds were received for. The loss is deductible in the year of loss, with the carry-forward for 20 years (or as needed) and a \$3000 annual limitation for a married filing jointly taxpayer, and a \$1500 annual limitation for a married filing separately taxpayer. They are totally incorrect, and claiming to know something that they do not know.

11. Real estate income.

- a. Plaintiffs again are completely incorrect in their claims. A licensed real estate agent is NOT a contract worker or employee. They are self-employed as defined by the IRS. I received a form 1099-MISC for the years that I worked with Coldwell Banker. All income is reported on my Schedule C, and included with the

bankruptcy filing. Plaintiffs are again accusing me of lying and concealing something that is documented and reported to the IRS. I did not lie or misrepresent anything.

12. Viking 3 Property Owners transfers

- a. Viking 3 Property Owners Group was started by my sisters and myself, with them as managers, and myself as a member only, to help finish the distribution of the estate properties. I was the sole representative for the estate, and our feeling was that if we placed the properties in this LLC, we would solve 3 things: 1) eliminate any possibility of a marital asset dispute; 2) speed up the finalization of the estate; and 3) give all three sisters control over the sale prices, etc., instead of just myself having control. There were no lies or misrepresentations, and the story hasn't ever changed.

13. Promissory notes.


- a. During the meeting of creditors, Mr. Martinez asked about the existence of promissory notes from my father's estate. I assumed that she was talking about the promissory notes held by Viking 3 Property Owners Group, LLC as a result of the sale of properties to Casias and Associates in Pueblo. These are the only promissory notes that exist. Plaintiffs' complaint refers to completely different promissory notes. The notes that they list are notes that my father held (from houses that he sold and carried the notes) that we sold long ago. They were legal transactions completed by a title company in Pueblo. The value of the promissory notes was included in the estate. They should not have been titled in Donald Skadeland's name since 2001. The value of the notes would be higher at the time of death, since each payment reduces the value. I have no idea if these properties are in default, as it is irrelevant to me – they were all sold. There was no lie. The Plaintiff's haven't done their homework again. They are looking at the wrong houses. Ms. Martinez requested a breakdown of the promissory notes and their current condition, and it was provided to her. There is no attempt to conceal or evade the issue. The facts are what they are.

Conclusion

14. There has been no false oath or account. All monies received and assets in my possession have been revealed to this Honorable Court. As I stated earlier, had this Honorable Court wanted information relating to other periods of time, as Plaintiff alludes, it is my belief that they would have requested it. I have not concealed anything from this court.
15. There has been no fraudulently presented or false claim. No monies were deliberately omitted from this bankruptcy filing. Plaintiff would want you to believe that money was concealed when in fact it was outside of the time period requested.
16. I would like Plaintiff to notify me of the location of the missing \$640,000.00 +/- that I never received. Their claim of money received is outrageous, and is not based on any facts. All funds have been accounted for to the Bankruptcy trustee, but in a nutshell, the total estate of less than 950K (including losses on stock market crash), less losses on carry-back notes, less losses on sale of real estate, less \$250K in taxes, equals roughly \$200K per, less nearly \$80K loaned to my former business (on promissory notes and deeds that were never repaid). If you remove the down payment for my car (it's not a lease), deposits for housing, costs for starting a new business, costs for advertising and broker fees, medical costs, dental surgery I had to have, travel costs for the estate that never got paid back, and incidentals, I don't have enough money to pay my attorney to handle this proceeding.

17. The Plaintiff's actions, as described by the Teller County Sheriff's Deputies that insisted on escorting me wherever I went, and insisted that I carry a weapon, were obsessive. It was not just about money. They elected to defraud me out of the money that I had coming per contract, and to avoid paying their bills. Had I not been deprived of my due process, they would not be judgment creditors. I would have the judgment, and they would be finding a way not to pay me. If this Honorable Court has the authority, the judgment should be set-aside and the case heard fairly. There would be no question that the Plaintiffs are thieves and have spent their past years attempting to destroy my life. If this case we re-heard the judgment proceeds would go to this Bankruptcy trustee to distribute to creditors.
18. The granting of this relief is exactly what the provisions of Chapter 7, as allowed under the law, is designed to accomplish. When I met the Plaintiffs, I had a thriving business, a pretty good marriage, was raising my children in an area that I loved, and had a lot of joy in my life. I played by the rules, invested everything I had, emotionally and financially, into my business. It shouldn't have failed, but it did. The purpose of bankruptcy relief is to encourage people to try. If you try your hardest, and still run into people like the Plaintiffs, there is not much you can do. I built a lot of nice homes for a lot of nice folks and they're happy with me. I have closed hundreds of real estate transactions with no issues. I avoided filing this petition as long as possible, hoping for better things. When I finally accepted that I had lost everything, and could no longer keep up, I filed for relief from this court.
19. Therefore, this Debtor prays that after carefully reviewing all of this information, this Honorable Court deny the Plaintiff's request on both counts. This Debtor prays that this Honorable Court grant a full discharge of my debts, including the debt owed to this Plaintiff, require the Plaintiff to cease harassing this Debtor, and allow me to start my life over.

Respectfully submitted this 2nd day of March, 2006.



Barbara A. Robbins

DISTRICT COURT, PARK COUNTY, COLORADO Court Address: 300 4 th Street Post Office Box 190 Fairplay CO 80440 Phone Number: 719-836-2940	FILED IN COMBINED COURT MAR - 1 2004 PARK COUNTY, COLORADO ▲ COURT USE ONLY ▲
Plaintiff / Counterclaim Defendant: NorthStar Companies International, LLC NorthStar Design & Construction, LLC dba NorthStar Home Sales NorthStar Construction v. Defendants / Counterclaim Plaintiffs: Michael Thomas Meadors Karen Dudnikov	
Attorney or Party without Attorney Barbara A. Robbins 6660 Delmonico Dr. D-261 Colorado Springs CO 80919 Phone Number: 719-337-7033 E-mail: barobbins@msn.com	Case No. 01 CV 120 Division No. Courtroom:
MOTION TO DENY ENTERING JUDGMENT AGAINST BARBARA ROBBINS, INDIVIDUALLY	

COMES NOW Barbara A. Robbins, as an individual, pro se, who is not included in the above captioned case as Plaintiff or Counterclaim Defendant, and who offers the following as grounds why the judgment in the above captioned case, against the entities listed above, should not be entered against Barbara A. Robbins, individually. As grounds wherefore, said individual, Barbara A. Robbins would state and aver as follows:

BACKGROUND

1. The Court's file will reflect that the filing of a Complaint on behalf of the corporate Plaintiff commenced this action.
2. Barbara A. Robbins signed the Complaint as a member of the Limited Liability Company Plaintiff, hereafter sometimes referred to as the 'corporate entity' Plaintiff.
3. The Complaint filed by the corporate entity Plaintiff was filed in the County Court of Park County to defend a lien filed as a response to the failure of the Defendants to pay the amount owed under contract.
4. The complaint could properly be filed in County Court because the dollar value did not exceed the County Court limitation.
5. The complaint could properly be filed in County Court by a corporate entity, pro se.

6. The complaint could properly be defended pro se by the corporate entity in County Court.

GOOD FAITH BELIEF IN THE PROPER FORMATION OF THE CORPORATION/LLC

1. NorthStar Design & Construction, LLC's Operating Agreement and Articles of Organization as a Colorado Limited Liability Company were prepared and filed in May 1996.
2. Corporate entity Plaintiff had presumptive authority and good faith belief that they were operating under a properly filed and correct limited liability company organization.
3. NorthStar Design & Construction, LLC was required to re-file with the Secretary of State because of a clerical error, in April of 2001.
 - a. The original filing of the Limited Liability Company Articles of Organization was made in May of 1996 along with three other Limited Liability Company filings.
 - b. All four of the Limited Liability Company filings were returned to the corporate office of record of the limited liability companies in Woodland Park.
 - c. Three of the four filings were returned filed, even though the incorrect suffix was used instead of the more correct 'LLC' and were sent back 'Filed' by the Secretary of State's office.
 - d. The fourth filing, NorthStar Design & Construction, LLC, was returned for correction because of the erroneously used suffix, and was not filed or corrected by the Secretary of State's office.
 - e. Office staff of the corporate entity Plaintiff filed the documents from the Secretary of State, along with the Operating Agreements, without carefully reviewing them.
 - f. It is reasonable to assume that the office staff that did the filing had no reason to deliberately or maliciously overlook the error, and would be more proper, in fact, to believe that they were filed in good faith, assuming that they were correct and complete.
 - g. Implied good faith authority to act as a limited liability company is correct in this situation, because given the simplicity of the correction, a reasonable person would believe that if the error were discovered, it would have been corrected.
 - h. Based on the good faith assumption of proper filings, Federal identification numbers were secured for all of the above-filed corporate entities as Limited Liability Companies.
 - i. Federal Form 1065 and Colorado form 106 were filed for each of the corporate entities for each year of operation, as duly authorized Limited Liability Companies.
 - j. Corporate entity Plaintiff filed for, and obtained, all proper licensing and insurance required for operation as a duly authorized Colorado Limited Liability Company.
4. Corporate entity Plaintiff had been formed in accordance with Colorado law, and had good faith belief that said corporate entity was correctly filed and legal, and it acted in accordance with that good faith belief.
5. Corporate entity Plaintiff fully believed that it had the authority to act as a Limited Liability Company, even though that authority turned out to be presumptive authority.
 - a. Presumptive authority (implied authority) is properly used here, because corporate entity Plaintiff had no reason to presume that an omission or error had occurred in the proper filing and organizing of said corporate entity Plaintiff - based on the other corporate entities being successfully filed in the same manner, at the same time.; and,

- b. Presumptive authority and apparent authority are properly used here because corporate entity Plaintiff prepared and filed all documents required of all limited liability companies, including but not limited to, Federal tax returns, State tax returns, insurance policies and subsequent insurance audits, and bank accounts, for all corporate entities – including corporate entity Plaintiff, with no indication that an oversight or omission had occurred -- for a period not less than five years.

PARTNERSHIP IS THE CORRECT 'DEFAULT' ENTITY

6. In the event of an improperly formed and/or executed limited liability company, the correct entity to default to is NOT an individual, but rather is a partnership.
7. A Colorado partnership has the full authority to practice their trade or business in the state of Colorado, without benefit of legal filing, and while it may lack the liability limitations afforded by an LLC or corporation, it is legally able to file court proceedings and liens.
8. No business activities, contracts, agreements, or legal claims were ever prepared, presented, or entered into by or on behalf of Barbara A. Robbins, as an individual.
9. All business activities, contracts, agreements, legal claims and liens were prepared, presented, entered into, and defended by the corporate entity Plaintiff at all times.

DEFENSE DENIED BY DEFENDANT'S COUNSEL

10. Defendant's attorney knew that the corporate entity Plaintiff was a bona fide corporate entity, evidenced by the Motion for Entry of Default, signed by Defendant's attorney on May 23rd, 2002, (well after he had discovered the clerical error in April of 2001) quoted here in part: (Defendant's attorney was apparently reminding the courts that the bona fide corporate entity Plaintiff was not able to defend itself without an attorney, and pointed out that the member who signed the Complaint is not an attorney) *(begin quote)*
 1. *The Plaintiffs have identified themselves as corporations.*
 2. *No attorney has entered on behalf of said Plaintiffs.*
 3. *The Complaint of Plaintiffs and the Answer to the Counterclaim were both filed by Barbara A. Robbins, an individual who is not a member of the Bar of the State of Colorado nor authorized to practice law. (end quote)*
11. Even though Plaintiff did not have sufficient cash flow with which to secure an attorney to collect on the unpaid contract and subsequently filed lien, Plaintiff, as a corporate entity, was able to proceed in County Court without an attorney.
12. Defendant's attorney had full understanding of the fact that the corporate entity Plaintiff would be unable to legally defend itself without benefit of an attorney if the case were moved to District Court
13. The above captioned case was moved to District Court of Park County, which effectively denied corporate entity Plaintiff the right to proceed with the suit, or to defend against any counterclaim, pro se.

14. Order of Default, and subsequent default judgment was granted by this Honorable Court as a result of :
 - a. Corporate entity Plaintiff's inability to present any facts supporting the original claim without benefit of an attorney; and,
 - b. Corporate entity Plaintiff's inability or to present any defense against any counterclaim without benefit of an attorney; and,
 - c. Corporate entity Plaintiff's inability to afford said attorney.

DUE PROCESS WAS VIOLATED

15. Justice favors full disclosure of fact, and this case was not decided after benefit of full disclosure of the facts in the case, rather by default.
16. No justice will be served by entering the aforementioned judgment against Barbara A. Robbins, individually, because said judgment is a default judgment, and Barbara A. Robbins, an individual, did not fail to perform. (See the MEMORANDUM attached)
 - a. *(Definition for clarity):* Default, n. The omission or failure to perform a legal or contractual duty.
17. It is unconscionable that the Defendant's attorney be allowed to knowingly misrepresent a crucial material fact to this case (namely: the incomplete filing of the LLC) to effectively eliminate any constructive defense by the corporate entity Plaintiff, and then subsequently be allowed to consider that same corporate entity Plaintiff an individual when that suits them better.

PIERCING CORPORATE VEIL NOT PROPER IN THIS CASE

18. Piercing the corporate veil is appropriate in cases where serious wrongdoing will escape prosecution because of the corporation.
19. It is unconscionable to consider entering said judgment against this individual when, given the chance to present the facts, no reasonable jury would find any merit in the Defendant's counterclaim, so the likelihood exists that no judgment would have been entered against said corporate entity Plaintiff in the first place.
20. It is unconscionable and unconstitutional to deny this individual, Barbara A. Robbins, the right to defend herself against any and all charges.
21. To enter a default judgment against Barbara A. Robbins, individually, in this case when no wrongdoing has been shown will be to effectively deny her the constitutional right to due process, and therefore a defense.

WHEREFORE, Barbara A. Robbins prays that after a careful review of the facts of this case, that this Honorable Court deny the Defendant/Counterclaim Plaintiffs motion to enter judgment against Barbara A. Robbins, individually.

Respectfully submitted this 25th day of February 2004.


Dated: February 25 2004


Barbara A. Robbins, pro se

CERTIFICATE OF SERVICE

I certify that on February 27, 2004, the original of this document was presented to the Court, and a true and accurate copy of this document was served on the other party by PERSONALLY DELIVERING it to the individual(s) named below:

TO: Counsel for Defendants
Anthony Johnson
Retherford, Mullen, Johnson & Bruce, LLC
121 S Tejon St Suite 601
Colorado Springs CO 80903



Barbara A. Robbins

DISTRICT COURT, PARK COUNTY, COLORADO Court Address: 300 4 th Street Post Office Box 190 Fairplay CO 80440 Phone Number: 719-836-2940	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Plaintiff / Counterclaim Defendant: NorthStar Companies International, LLC NorthStar Design & Construction, LLC dba NorthStar Home Sales NorthStar Construction</p> <p>v.</p> <p>Defendants / Counterclaim Plaintiffs: Michael Thomas Meadors Karen Dudnikov</p>	
Attorney or Party without Attorney: Barbara A. Robbins 6660 Delmonico Dr D-261 Colorado Springs CO 80919 Phone Number: 719-337-7033 E-mail: barobbins@msn.com	Case No. 01 CV 120 Division No. Courtroom:
<p>PLAINTIFFS MEMORANDUM IN SUPPORT OF DENYING THE ENTRY OF JUDGMENT AGAINST BARBARA ROBBINS, INDIVIDUALLY</p>	

COMES NOW Barbara A. Robbins, as an individual, pro se, who offers the following as response and memorandum in the above captioned case. Barbara A. Robbins is not a licensed attorney in the State of Colorado, and can therefore not defend the actions of any entity. All responses are the responses of Barbara A. Robbins, as an individual, and as a member on behalf of NorthStar Design & Construction, LLC (hereafter collectively: the Plaintiff) Said individual, Barbara A. Robbins prays that this Honorable Court accept this response and see it as sufficient grounds to deny the Defendant's motion to enter judgment against Barbara A. Robbins, individually, and as grounds wherefore, said Plaintiff would state and aver;

BACKGROUND FACTS

1. The Defendants entered into agreements with the Plaintiff limited liability company, NorthStar Design & Construction, LLC, for the purchase of their manufactured home.
2. Each of the Defendants knew, or fully believed, at the time that they entered into any agreements that they were dealing with, and contracting with, a limited liability company.

U.S. Partnership Return of Income

1997

1065 U.S. Partnership Return of Income 1999

Partnership Name: ...
Address: ...
Taxpayer ID: ...

Partnership Name: ...
Address: ...
Taxpayer ID: ...

1065 U.S. Partnership Return of Income 1998

Partnership Name: ...
Address: ...
Taxpayer ID: ...

1065 U.S. Partnership Return of Income 2000

Partnership Name: ...
Address: ...
Taxpayer ID: ...

ADMINISTRATIVE CERTIFICATE OF INSURANCE

Partnership Name: ...
Address: ...
Taxpayer ID: ...

1065 U.S. Partnership Return of Income 2001

Partnership Name: ...
Address: ...
Taxpayer ID: ...

Table with columns for various financial metrics and tax-related data.

Table with columns for various financial metrics and tax-related data.

Additional information and notes related to the insurance certificate.

8736 Application for Automatic Extension of Time to File U.S. Return for Reporting AFMFC or for Certain Trusts

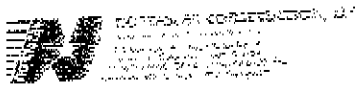
Application details including partnership name, address, and extension request information.

Additional information and notes at the bottom of the 1997 return.

Additional information and notes at the bottom of the 1998 return.

Additional information and notes at the bottom of the 2001 return.

14. NorthStar Design & Construction, LLC was required to re-file with the Secretary of State in April of 2001 because this Defendant, Barbara Robbins discovered that the Articles had not been recorded.



NorthStar Design & Construction, LLC
 11000 Woodland Park Drive, Suite 200
 Denver, CO 80231
 (303) 751-1100

On 4/11/01, I was notified by the Secretary of State that the Articles of Organization for NorthStar Design & Construction, LLC were not recorded. I was advised that the original filing was returned to the Secretary of State's office because the Articles were not recorded. I was advised that the original filing was returned to the Secretary of State's office because the Articles were not recorded.

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Barbara Robbins
 Defendant

Mail to: Secretary of State
 Corporations Section
 4000 University Blvd 200
 Denver, CO 80202
 (303) 854-2451
 Fax (303) 854-2747

For information only
 2001, 2002, 2003
 2004, 2005, 2006
 2007, 2008, 2009
 2010, 2011, 2012

**MUST BE TYPE
 PRINTED. SIGNER
 MUST SIGN 7/11 COPIES**

ARTICLES OF ORGANIZATION

STATE OF COLORADO

NAME: NorthStar Design & Construction, LLC

ARTICLE I: PURPOSE AND SCOPE

ARTICLE II: MEMBERSHIP

ARTICLE III: MANAGEMENT

ARTICLE IV: FINANCIAL STATEMENTS

ARTICLE V: AMENDMENTS

ARTICLE VI: DISSOLUTION

ARTICLE VII: MISCELLANEOUS

STATE OF COLORADO

NAME: Barbara Robbins

ADDRESS: 11000 Woodland Park Drive, Suite 200, Denver, CO 80231

STATE OF COLORADO

NAME: Barbara Robbins

ADDRESS: 11000 Woodland Park Drive, Suite 200, Denver, CO 80231

15. A recap of the above timeline:

- The original filing of the Limited Liability Company Articles of Organization was made in May of 1996 along with three other Limited Liability Company filings.
- All four of the Limited Liability Company filings were returned to the corporate office of record of the limited liability companies in Woodland Park.
- Three of the four filings were returned filed, even though the incorrect suffix was used instead of the more correct 'LLC' and were sent back 'Filed' by the Secretary of State's office.
- The fourth filing, NorthStar Design & Construction, LLC, was returned for correction because of the erroneously used suffix, and was not filed or corrected by the Secretary of State's office.
- Office staff of the corporate entity Defendant filed the documents from the Secretary of State, along with the Operating Agreements, without carefully reviewing them.

16. It is reasonable to assume that the office staff that did the filing had no reason to deliberately or maliciously overlook the error, and would be more proper, in fact, to believe that they were filed in good faith, assuming that they were correct and complete.

LIMITED LIABILITY COMPANY PRESUMED CORRECT

17. Implied good faith authority to act as a limited liability company is correct in this situation, because given the simplicity of the correction, a reasonable person would believe that if the error were discovered, it would have been corrected.
- a. (Definition for clarity): Good Faith - n. A state of mind consisting in (1) honesty in belief or purpose, (2) faithfulness to one's duty or obligation, (3) observance of reasonable commercial standards of fair dealing in a given trade or business, or (4) absence of intent to defraud or to seek unconscionable advantage.
 - a. Based on the good faith assumption of proper filings, Federal identification numbers were secured for all of the above-filed corporate entities as Limited Liability Companies.
 - b. Federal Form 1065 and Colorado form 106 were filed for each of the corporate entities for each year of operation, as duly authorized Limited Liability Companies.
 - c. Corporate entity Plaintiff filed for, and obtained, all proper licensing and insurance required for operation as a duly authorized Colorado Limited Liability Company.
17. Corporate entity Plaintiff had presumptive authority and good faith belief that they were operating under a properly filed and correct limited liability company organization.
Colorado statutes specify that all persons who assume to act as a limited liability company without .. good faith belief that they have such authority shall be .. liable for all debts and liabilities incurred.
18. Corporate entity Plaintiff had good faith belief that said corporate entity had been formed in accordance with Colorado law, and it acted in accordance with that good faith belief.
19. Corporate entity Plaintiff fully believed that it had the authority to act as a Limited Liability Company, even though that authority turned out to be presumptive authority.
- a. Presumptive authority (implied authority) is properly used here, because corporate entity Plaintiff had no reason to presume that an omission or error had occurred in the proper filing and organizing of said corporate entity - based on the other corporate entities being successfully filed in the same manner, at the same time.; and,
 - b. Presumptive authority and apparent authority are properly used here because corporate entity Plaintiff prepared and filed all documents required of all limited liability companies, including but not limited to, federal tax returns, State tax returns, insurance policies and subsequent insurance audits, and bank accounts, for all corporate entities - including corporate entity Plaintiff, with no indication that an oversight or omission had occurred -- for a period not less than five years.
20. Defendant's attorney admitted and acknowledged that the corporate entity Plaintiff was a bona fide corporate entity, and in fact used said acknowledgment as a defense for his clients, evidenced by the Motion for Entry of Default (dated well after the clerical oversight was discovered by the Defendant's attorney, in April of 2001), signed by Defendant's attorney on May 23rd, 2002, quoted here in part: (Defendant's attorney was apparently reminding the courts that the bona fide corporate entity Plaintiff was not able to defend itself without an attorney, and pointed out that the member who signed the Complaint is not an attorney) *(begin quote)*
1. *The Plaintiffs have identified themselves as corporations.*
 2. *No attorney has entered on behalf of said Plaintiffs.*
 3. *The Complaint of Plaintiffs and the Answer to the Counterclaim were both filed by Barbara A. Robbins, an individual who is not a member of the Bar of the State of Colorado nor authorized to practice law. (end quote)*

21. In the event that the limited liability company was deemed to be invalid or not properly filed, the entity would default back to its original 'partnership' standing, which is valid for doing business in Colorado. The entity would not default to 'individual' under any circumstances.
22. No business activities, contracts, agreements, or legal claims were ever prepared, presented, or entered into by or on behalf of Barbara A. Robbins, as an individual.
23. All business activities, contracts, agreements, legal claims and liens were prepared, presented, entered into, and defended by the corporate entity Plaintiff at all times.
24. Because of these, and other, reasons, it is understood that the limited liability company, NorthStar Design & Construction, LLC., was operating as a De facto limited liability company, which, even though of has been incompletely formed, still operates as a limited liability company as a result of the fact that all members and managers, in good faith, thought that they were operating the business as a duly formed corporation.
25. NorthStar Design & Construction, LLC was also operating as a limited liability company by estoppel, in that all of the parties involved dealt with the business as if it were a limited liability company, thus preventing those third parties from later holding the individual members individually liable for the operations of the limited liability company.

PLAINTIFFS ESTOPPED FROM ACTION DUE TO CONTRACT

26. Barbara A. Robbins, on behalf of the Plaintiff, NorthStar Design & Construction, LLC, always explained to future homeowners that there is NO WAY that a completion date can be estimated, due to (among other things) circumstances beyond the control of either party.
27. Plaintiff NorthStar Design and Construction, LLC, entered into the agreement with the Defendants with the understanding that the figures included were reasonable estimates, based on the fact that no engineering or sub-surface exploration had yet been done.
 - a. It is not reasonable to wait until all details are known, since the mortgage company requires the figures before it will fund the loan.
 - b. It is not reasonable to underestimate the project intentionally, since the funds may not be available from the mortgage company.
 - c. It was not the practice of the Plaintiff to intentionally underestimate projects.
 - d. The practice of estimating costs is customary and routine in the industry.
28. The Defendants have chosen an unreasonable and incredible time period of 'before Thanksgiving' as their claim of what this Plaintiff 'guaranteed'. The project was completed well within any reasonable construction time periods, though no completion date was ever offered, since it was clearly explained that a completion date is impossible to foretell that far in advance.
29. Defendants should all be estopped from proceeding with their fabricated claim that this Plaintiff advised them that their home would be completed by a certain date, because their written contract specifies otherwise.

30. The Project management Agreement, as well as the contract to purchase the factory built home, specifically explain that no date can, or will, be given.
- a. Defendants knowingly signed and agreed to the Plaintiff's inability to 'foretell' the completion date of a project not yet started.
 - b. All written agreements would supersede any verbal or oral agreements alleged by Defendants.

NO WRONGFUL ACTS

31. Piercing the 'corporate' veil, even for a limited liability company, will require that this Honorable Court determine that reason enough exists to hold this individual personally liable for the wrongful acts of the 'corporate entity'. Personal liability, and piercing the corporate veil, is not called for in this instance, since there is no indication, based on evidence, that any wrongful acts were done by the limited liability company in question. The limited liability company suffered a default judgment as a result of its inability to defend itself in court. This Plaintiff asserts that if the facts were known, this Honorable Court would realize that no wrongful acts were done, and in support, offers the following:

RESPONSE TO DEFENDANT'S COUNTERCLAIM

1. Defendant has no evidence or documentation to support any allegations or claims made. All claims are refuted by contract.

BACKGROUND DATA IS INACCURATE (General)

- a. 2. Denied. Douglas E. and Barbara A. Robbins were husband and wife, and partners in the limited liability company (or by default, the partnership) known as NorthStar Design & Construction, LLC.
- b. 3. Denied. NorthStar Design & Construction, LLC was at no time a trade name, but was rather a legal entity doing a legal business in this state.
- c. 4. Denied. NorthStar Home Sales and NorthStar Construction were never d/b/a's as alleged, but were rather slang terms commonly used to refer to the entity known as NorthStar Design & Construction, LLC. No 'mere instrumentality' is correct.
- d. 5. Denied. No 'mere alter egos' exist here, as clearly evidenced by the operation of the business entity in question for such a long time period. There was at no time the idea that any customer or client was ever working with an individual, but rather a corporate (or partnership) entity.
- e. 6. Denied. Defendant is not stating the details of his transaction correctly.
- f. 7. Denied. Craig Davis was never an employee of either 'Robbins', but was a sub-contractor working with NorthStar Companies International, LLC, a duly registered and correctly filed limited liability company in this state, as well as being a licensed real estate agent working on a sub-contract basis.
- g. 8. Denied. Sherry Beeler worked as an employee of NorthStar Companies International, LLC., a duly registered and correctly filed limited liability company in this state.
- h. 9. Denied. The agreements entered into clearly and distinctly outline the inability to estimate a project completion date. No claim was made by the Plaintiff with reference to

- the free gasoline offer, because the offer was not made by the Plaintiff entity.
- i. 10. Denied. Defendants entered into the agreement for their home with all details of the transaction in writing, specifying no verbal or 'side' deals, and with no influence from any other sources. This Plaintiff cannot testify to their state of mind; however, no allegations were made to the Defendants that could be used to make a decision, other than those in the written agreements.
 - j. 11. Denied. The Project Management Agreement specifically outlined the provisions in the event that the costs went over their estimates. No reasonable person would come to the reasonable conclusion that the outrageous claims stated by the Defendant as being made by the Plaintiff were made. No refund could possibly have been offered or even suggested, since the final figures were to go to the mortgage lender, and that figure would be the borrowed amount of the mortgage. No prepayment was made; therefore, no refund would be possible.
 - k. 12. Denied. Defendant entered into an agreement to purchase and construct their home with the corporate entity, NorthStar Design & Construction, LLC.

NO FRAUDULENT ACTS WERE COMMITTED (1st claim for relief)

2. No fraud exists in this case. The Defendants have grossly misrepresented the material facts of this case in an attempt to paint them as fraudulent, which they clearly are not.
 - a. 14. Denied. No false statements were made to the Plaintiff. The written agreements clearly stated the terms and conditions, as well as the details, of the entire project. No reliance on any verbal statements would be reasonable, because the written statements would supersede them.
 - b. 15. Denied. All amounts indicated as being 'paid' were either already paid or were ready to pay upon receipt of the Defendants construction loan 'draw'. No arrangements had been made by which the Plaintiff would be funding the Defendants home construction; therefore, it is reasonable and customary to prepare the payments to sub-contractors and pay them upon receipt of the draw funds. No outstanding bills were left for this Defendant.

NO BREACH OF CONTRACT EXISTS (2nd claim for relief)

3. No Breach of Contract exists in this case. All portions of the written agreements between the parties were upheld by the corporate entity Plaintiff. Defendants have quoted several portions of the written agreements, but with no mention of what they deem a violation.
 - a. 17. Denied. No oral (verbal) agreements are considered valid or enforceable; therefore, no oral (verbal) agreements were ever entered into by the Plaintiff, as a rule of practice.
 - b. 17i,ii,iii. Inaccurate. Project manager was Barbara Robbins, as general Contractor, who completed all required duties outlined specifically in the written agreement(s).
 - c. 18. Merely quoting the agreement, no allegations are contained within this item, and no specific claim that the Plaintiff has violated any provisions of the agreement is made.
 - d. 19i,ii,iii. Merely quoting the agreement made with the lender. No allegations are contained within this item, and no specific claim that the Plaintiff has violated any provisions of this agreement is made.
 - e. 20. Accepted, as stating a known fact.

- f. 21. Denied. No breach of contract is even specified, and none occurred.
- g. 22. Denied. No breach of contract would mean that no damages have occurred.

NO BREACH OF FIDUCIARY DUTY EXISTS (3rd claim for relief)

- 4. No breach of fiduciary duty exists in this case. At all times, the corporate entity Plaintiff acted in the Defendants best interests.
 - a. 24. Denied as being inaccurate. All right to select, coordinate and pay the subcontractors, etc., was reserved to the corporate entity Plaintiff, NorthStar Design & Construction, LLC., through its project manager, Barbara Robbins. The written agreement did not include any provisions for the installation or connection of the solar power.
 - b. 25. No issue is stated to defend against.
 - c. 26. Denied. No breach of fiduciary duty has been stated or specified.
 - d. 27. Denied. No breach of fiduciary duty of any kind exists.

NO VIOLATION OF THE COLORADO CONSUMER PROTECTION ACT OCCURRED

- 5. No violations of the Colorado Consumer protection act exist in this case. The allegations made by the Defendant are knowingly false and were false when they were made. The Colorado Consumer Protection Act was designed to protect consumers from devious practices of businesses. No such practices exist with the corporate entity Plaintiff, regardless of the misrepresentations of the Defendants.
 - a. 29a.i. Denied. The Defendants forced the attendant at the Florissant Total station (see attached) to backdate the request for the gas coupon. They knowingly misrepresented themselves to the clerk. They brought the coupon in for redemption knowing it was falsely obtained and invalid.
 - b. 29a.ii. Denied. No completion date was ever specified, and was contractually explained as being impossible to give.
 - c. 29a.iii. The Defendants free 27" television set and the VCR were in the back of the corporate entity Plaintiffs representative, Barbara Robbins, on the day of closing. The items were to be handed to the Defendant upon closing of their mortgage, as usual, though no closing happened.
 - d. 29a.iv. Denied. No claim of a refund was ever made. The final costs were to be delivered to the mortgage lender as the final mortgage amount. No prepayment was made; therefore, no refund would be possible.
 - e. 29a.v. The eyebrow dormer is on the Defendants home.
 - f. 29b. Denied. Plaintiff at no time ever advertised goods and/or services with the intent not to sell those goods and services as advertised.
 - g. 29c. Denied. Plaintiff at no time ever employed 'bait and switch' advertising. Once estimated and products were chosen and accepted, the documents were signed by the buyer to eliminate any confusion at a later date. No higher priced goods or services were ever substituted unless no price change occurred.
 - h. 29d. Denied. No completion date of any kind was ever stated, promised, eluded to, mentioned, or hinted at; however, Corporate entity Plaintiff constructed the Defendant's home within a reasonable period of time nonetheless, the costs were within 1.5% of the

contract price, and the home was constructed in accordance with all regulations, codes, and plans.

- i. 30. Denied. There were no instances of failing to disclose anything to the Defendant.
- j. 31. Denied. All required licenses, permits and certificates were obtained. The final certificate of occupancy was difficult to obtain by the Plaintiff, because of the actions of the Defendant, but a temporary certificate of occupancy was obtained and the Defendant not has the needed certificate of occupancy. All other requirements were met.
- k. 32. Denied. No violation of the Colorado Consumer protection Act has occurred.
- l. 33. Denied. No violation of the Colorado Consumer Protection Act has occurred, so no monetary damages can exist.

RELEASE OF LIEN WAS INCORRECT (5th claim for relief)

6. The Plaintiff legally filed and recorded a lien on the Defendant's property. This Honorable Court released that lien based upon fraudulent circumstances and claims made by the Defendants and their attorney. Misrepresentation and false statements were made, and relied upon, to the damage of the Plaintiff.
 - a. 35. Defendant entered into a project management agreement with the Plaintiff corporate entity, NorthStar Design & Construction, LLC, which specified costs and payments.
 - b. 36. Denied. Defendants hired the corporate entity Plaintiff as a General Contractor for the project. The written description of the job specifically outlined work well beyond the scope of physically being at the jobsite. Numerous final documents, final reconciliations, loan documents, inspection documents, and finalization still existed. These services are referred to as 'superintendence', performed by a 'superintendent' or 'project manager'. The statute clearly outlines the provisions for work such as this in *Bushman Constr. Co v. Air Force Academy Hous., Inc.* 327 F.2d 481 (10th Cir 1964), and again in *Pitschke v. Pope*, 20 Colo App. 328, 78 P.1077 (1904)
 - c. 37. Admitted.
 - d. 38. Denied. There is no paragraph 82 to reference; however, six months had not passed since the final work on the project. Defendants state in their own counterclaim, line 36, that work was done up to January 9, 2001, and even though this Plaintiff worked on the project past that date, the 6-month back-date is December 28, 2000. The lien was in full force and effect until released.
 - e. 39. Denied. The lien was for less than \$9,000 and the contract price for the construction was in excess of \$51,000, and for the entire project was more than \$120,000. The lien was clearly not in excess of the contract price. The lien filed by the Plaintiff was valid, perfected, and should be in full force and effect.
 - f. 40. Admitted.
 - g. 41. Denied. NorthStar Design & Construction, LLC, though determined later to be not a fully formed limited liability company, defaulted to a valid Colorado partnership. The name of the company was still correct and recorded as such. The corporate entity Plaintiff met the definition of being a 'person' according to statute.
 - h. 42. Denied. The above mentioned lien, were it not for the release by this Honorable Court as a result of the 'forced' default of the Plaintiff, would still be in full force and effect, or collected upon.

- i. 89. Denied. Plaintiff submitted a draw request for final grade work done. The final grade work, though specified as 'final grade work' was listed in the driveway column because the funds existed to pay it. No reasonable person would have constructed a driveway in December due to the pending thaw, and no reasonable person would have completed the driveway prior to construction. Defendants building lot was fairly flat and required no major construction to the driveway. No driveway was invoiced to Defendants, and placing the final grade work in the driveway column was a matter of budgeting. No effect to the overall figures took place as a result of that placement.
 - j. 90. Denied. No fraud exists. The lien filed by the corporate entity Plaintiff should still be in full force and effect.
 - k. 91. Denied. The lien in question clearly specifies the name of the person owed for the labor performed for the Defendant, which would be the Plaintiff corporate entity, NorthStar Design & Construction, LLC, as the General Contractor. It is not necessary for the general contractor to name each subcontractor hired, or to list the amounts owed to each. (FCC Constr., Inc, v. Casino Creek Holdings, 916 P.2d 547 (Colo App 1984))
 - l. 92. Denied. No failure to perform exists. The lien should still be in full force and effect. No actions invalidating the lien have occurred.
7. Plaintiff has stated and shown beyond a reasonable doubt that no instances of fraud, breach of contract or fiduciary duty, or any other violations have occurred. Defendant's have made no valid claims of wrongdoing against the corporate entity Plaintiff. Defendant's attorney made statements that he knew were false at the time that he made them, namely that the Plaintiff was not legally able to defend itself without benefit of counsel, which the Plaintiff relied upon to their damage. The Defendant's attorney misrepresented the material facts in this case to the detriment of the Plaintiff. Were it not for these statements, the corporate entity Plaintiff would have been allowed to continue with the defense of the valid lien, and present these facts to this Honorable Court.

INDIVIDUAL LIABILITY INAPPROPRIATE

- 1. No reasonable grounds exist for the entry of judgment against the corporate entity, NorthStar Design & Construction, LLC., or against Barbara A. Robbins, individually.
- 2. Plaintiff, Barbara A. Robbins, did respond to all court documents. It was her belief that all responses had been made.
- 3. When this case was moved to District Court; this Plaintiff was under the impression, as a result of counsel, admonition, and written statements, that no further defense could be done by her individually.
- 4. No work was ever done by the Plaintiff as an individual.
- 5. Plaintiff had a complete and good faith belief that she was acting on behalf of a corporate entity at all times.

6. No business activities, contracts, agreements, or legal claims were ever prepared, presented, or entered into by or on behalf of Barbara A. Robbins, as an individual.
7. All business activities, contracts, agreements, legal claims and liens were prepared, presented, entered into, and defended by the corporate entity Plaintiff at all times.
8. Plaintiff Barbara Robbins has suffered immeasurable loss and damages as a result of these Defendants, and is near total financial ruin.
 - a. This Plaintiff has lost her personal residence to foreclosure.
 - b. This Plaintiff has lost her source of income, and suffered tremendous damage to her career as a result of the Defendants actions.
 - c. Plaintiff lost, to foreclosure or repossession, every major asset formerly held.
 - d. The actions of the Defendants contributed to the breakup of this Plaintiffs nearly 10 year marriage.
 - e. The actions of the Defendants contributed to the Plaintiff's children election to leave the area because they could not deal with the gross fabrications and rumors started and fed by said Defendants.
9. It is unconscionable that the Defendants attorney be allowed to consider that this corporate entity Plaintiff is a corporate entity when that best suits their needs, and subsequently be allowed to consider that same corporate entity Plaintiff an individual when that suits them better.
10. It is unconscionable to consider entering said judgment against this individual when, given the chance to present the facts, the likelihood exists that no judgment would have been entered against said corporate entity Plaintiff in the first place, though the Plaintiff is not allowed to defend said corporate entity.
11. It is unconscionable and unconstitutional to deny this individual, Barbara A. Robbins, the right to defend herself against any and all charges.
12. No justice will be served by entering a judgment against this Plaintiff, Barbara A. Robbins.

SUMMARY

I hope and pray that this Honorable Court will take the tremendous amount of time and effort that I am pleading from you, and review these documents. I trust that a careful review of these documents will indicate to you that first and foremost, no wrongful acts were ever shown. I trust that the review will indicate to you that this corporate entity was indeed a functioning limited liability company, organized according to Colorado law, and while it is probably a 'de facto' limited liability company, it should legally still afford the same liability protection to this individual. In addition, in the event that you find that the limited liability company, through my failure to properly supervise my former staff, was invalid, the default would be a Colorado partnership, NOT an individual. While the liability protection would not be afforded, the entity would still exist. Finally, I trust that the review will indicate to you that the Defendants involved in this action have a signed agreement refuting each of their claims – which should estop them from any action against the limited liability company, but clearly estop them from placing any liability on this individual, Barbara Robbins.

WHEREFORE, Barbara A. Robbins, an individual, pro se, prays that this Honorable Court will see the gross injustice that the Defendants are attempting to engage in, and that this Plaintiff has been forced to endure at the hand of these Defendants, and moves this Honorable Court to deny the Motion to Enter Judgment against Barbara A. Robbins individually.

Respectfully submitted this 25th day of February, 2004.

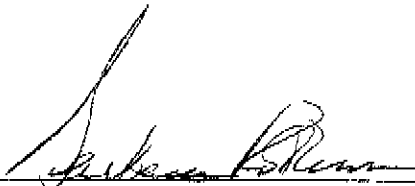


Barbara A. Robbins, pro se

CERTIFICATE OF SERVICE

I certify that on February 27, 2004, the original of this document was presented to the Court, and a true and accurate copy of this document was served on the other party by PERSONALLY DELIVERING it to the individual(s) named below:

TO: Counsel for Defendants
Anthony Johnson
Retherford, Mullen, Johnson & Bruce, LLC
121 S Tejon St Suite 601
Colorado Springs CO 80903



Barbara A. Robbins



THE NORTHSTAR COMPANIES INTL, LLC

PO Box 134 ★ 18033 Teller Rd # 1
Florissant Colorado 80816-0134
(719)748-8001 Office
(719)748-0190 Fax
1(800)896-1653 Toll Free nrthstar@aol.com

ATTENTION: Total Employees

When information on NorthStar Homes is requested, please hand the customer a Total/NorthStar coupon card, fill out the following information sheet and keep it on file at your office. Take down their name, address, phone number and coupon number. Refer them to us at 18033 Teller Road #1.

THANKS!

Bessie M. Swartz

DATE: 5-23-00 *Pet Customer Request. BS*

NAME: Michael Meador's

ADDRESS: P.O. Box 87

PHONE: 719-539-8032

CARD #: 1029

Karen Dudnikov
Michael Meador's

Karen & Michael came in and insisted that I
Back date this document and the GAS CARD
but it was given to them 12-21-00

Fessie M. Smith
Nancy Carter

TOTAL STATION
PLESSANT, Ca.

from



FREE

Coupon Number

1029



\$ 500⁰⁰

in Gas and/or Merchandise *

Date of Issue: 12-21-00

Douglas E. Robbins, President, NorthStar Companies

Activation Date: _____

Douglas E. Robbins
Authorized TOTAL Representative

Issued to: Michael Meadows address: P.O. Box 82
City, State, Zip: Portland, ME telephone: 219-539-8032

* with a qualified purchase from NorthStar Homes (see details on back)

DRAW SUMMARY SHEET

Contract Project Manager: 10/20/2008

Customer Name: **Michael and Karen Meadors**

Project Address: **3463 Maskoke Trail Hartsel CO 80440**

DESCRIPTION	COSTS	Draw Date						Total Draws	Over/Short	% +/-
		Draw 1	Draw 2	Draw 3	Draw 4	Draw 5	Draw 6			
Survey	0.00						306.00	300.00	#DIV/0!	
Final Test	0.00						0.00	0.00	#DIV/0!	
Sept. Test	0.00						0.00	0.00	#DIV/0!	
Foundation Engineering	0.00						0.00	0.00	#DIV/0!	
Spec. of Water Tap Permit	60.00						60.00	60.00	0.0%	
Spec. of Sewer Tap Permit	228.00						228.00	228.00	0.0%	
Driveway Permit	50.00						50.00	50.00	0.0%	
Building Permits	300.00						300.00	300.00	0.0%	
Electric Utility Set Solar	15,000.00						1,078.53	(13,921.47)	-92.8%	
Electric Trenching & Hookup	0.00						0.00	0.00	#DIV/0!	
Water Tap (Underground) System	6,000.00						5,334.27	(715.73)	-11.9%	
Sewer Tap or Septic System	3,040.00						10,240.00	4,200.00	68.5%	
Company (Natural Gas)	450.00						421.17	(28.83)	-6.4%	
Telephone Installation	0.00						0.00	0.00	#DIV/0!	
Gasval or 6 In Work	2,250.00						1,930.00	(320.00)	-14.2%	
Driveway	750.00						750.00	0.00	0.0%	
Wood Base & Gravel	0.00						0.00	0.00	#DIV/0!	
Foundation/ Basement	3,500.00						3,750.00	250.00	7.1%	
Permit Misc. Services	3,000.00						3,115.01	115.01	3.8%	
Concrete Drive & Pad on	2,100.00						2,238.71	138.71	6.6%	
Home Design & Sign	1,300.00						1,800.00	500.00	38.5%	
Driveway / Driveway	1,000.00						950.00	(50.00)	-5.0%	
Carpet Installation	487.50						755.00	267.50	54.9%	
Decks & Stairs	0.00						0.00	0.00	#DIV/0!	
Outlets	0.00						0.00	0.00	#DIV/0!	
Auto. M-305 (Range / Fan)	0.00						0.00	0.00	#DIV/0!	
Painting	0.00						0.00	0.00	#DIV/0!	
Site Clearing & Trash Removal	725.00						507.92	(217.08)	-29.5%	
Chim	450.00						450.00	0.00	0.0%	
General Contractors Fee	3,750.00						3,035.00	(715.00)	-19.1%	
Inspections	0.00						0.00	0.00	#DIV/0!	
							0.00	0.00	#DIV/0!	
							0.00	0.00	#DIV/0!	
Contingency Paid	4,000.00						0.00	(4,000.00)	-100.0%	
Improvements Sub-Total	51,407.50	0.00	12,624.14	14,915.87	9,750.50	0.00	37,290.51	(14,196.99)	-27.5%	
Home (Including Sales Tax)	68,974.47	6897	62077.47	0.00			68,974.47	(0.00)	0.0%	
Land Payoff	0.00						0.00	(75.41)	Construction 247	
									10/1/08	
GRAND TOTAL	120,461.97	6,897.00	74,701.61	14,915.87	9,750.50	0.00	106,265.08	(14,196.89)	-11.8%	



 Michael Meadors

 Date: 12-22-08

 Co-Builder



 Karen Meadors

 Date: 12-22-08

 General Contractor

Lender: _____

 Date: _____

Purchase Agreement for a Manufactured or Modular Home

Important Notice: This agreement does not constitute an Agreement for Credit, or a loan approval. See full details at bottom of agreement.

1 Seller

NorthStar Home Center
 18033 Teller Rd# 1 PO Box 134
 Florissant CO 80816
 (719)748-8000

Salesperson: Craig Davis

7 Buyer

Name: Michael and Karen Meadors
 Social Security #: _____
 Spouse Social Security #: _____

Project Address: MHN
 Mailing Address: 5912 Ambassdor Way
 City, State, Zip: Alexandria VA 22310

Home Phone: _____
 Work Phone: _____

2 Home Information (Must be entered!)

MANUFACTURER	<u>Summit Crest Homes</u>		
MODEL #	<u>439</u>	Year Manufact	<u>2000</u>
MODEL NAME	<u>Concept 2000</u>		
NO OF BEDRMS	<u>4</u>	No. of Baths	<u>2</u>
ACTUAL SIZE	<u>28x62</u>	Overall Size	<u>28x66</u>
SERIAL NUMBER	<u>Custom Order</u>		
NEW/USED	<u>New</u>	HUD/IBC?	<u>HUD</u>

8 Financial Details

1. Cash Price of Home incl. Sales taxes	\$ <u>68,974.47</u>
a. Unit Price	<u>58,995.00</u>
b. Options	<u>8,920.00</u>
c. Sales Tax	<u>1,059.47</u>
2. Cash Down payment to Dealer	\$ _____
DO NOT include amount paid by lender	
3. Trade-in Allowance	\$ _____
4. Total Down Payment (Cash plus Trade-in)	\$ _____
5. Unpaid balance of Cash Price (1 minus 4)	\$ <u>68,974.47</u>
6. Amounts paid to others on my behalf	\$ _____
a. Property Insurance	_____
b. Credit Life Insurance	_____
c. Home Buyer Protection	_____
e. Certificate of Title	_____
7. Total Amounts paid to others	\$ _____
Total Unpaid balance due (5 plus 7)	\$ <u>68,974.47</u>

3 Optional Equipment & Accessories

All optional equipment and specifications are included on the order form. Customer will receive a copy of the form.

5 Trade-in Information None

Make	_____	Model	_____
Actual Size	_____	HUD/IBC?	_____
License? Y/N	_____	Amount	_____

Pursuant to Sec. 6-1-605 your down payment will be held in an approved escrow account until such time as the home is delivered. A letter of credit, CD, or Bond is held on file, on behalf of this Factory Built Home Dealer by the Colorado Division of Housing as a protection for you, and for the repayment of home sale down payments in the event of default by the Dealer, and can be collected by the Attorney General, your attorney, or your lender.

6 Disclaimers (see separate optional)

Buyers obtaining their own financing understand that the full balance due is payable upon delivery to the site. In the event that the full cash price has not been paid at the time the home is delivered, buyer agrees and understands that dealer will remove home to the dealer's lot until full payment is made. Buyer will pay all delivery costs and interest associated with this home. Buyer understands that site work or setup will not begin until the full cash down payment has been received, the loan has been transferred, and the lien has been closed. No notices will be made once the factory has begun construction on this home. All changes are subject to a full review and a \$200.00 per change fee. This agreement is for the house and sales tax only. A separate construction management agreement is needed for any and all site work including septic of the home, connection to any utilities, well drilling, septic installation or finish work of any kind. The following disclosures are included per Section 6-1-600:

- You may have no legal right to rescind this contract absent a delinquent delivery of your home, or the existence of a specific right of rescission specified in the contract.
- You have specific rights under the law with regard to this contract. They are specified on page 2 of this contract. If you have questions, or need help, please ask.
- You are entitled to a delivery date for your home. The conditions that must occur prior to the delivery of your home are outlined on page 11 of this contract.

Customer initial one choice below ONLY

CASH TRANSACTIONS

2. 1/3 of Cash price is due as down payment above	\$ _____
9. 1/3 of Cash price is due when house is ordered	\$ <u>22,991.49</u>
10. Final payment is due when house is delivered	\$ <u>22,991.49</u>
11. MUST equal Total Cash price of home	\$ <u>45,982.98</u>
Total	\$ <u>68,974.47</u>

FINANCE TRANSACTIONS

9 LENDER Grand West Financial

10 Warranty & Service Exclusions (see separate optional)

The Buyer and Seller agree that there are certain matters with respect to the purchase and work of this house that are beyond the control of the Seller, and for which the Seller will not be responsible. These exclusions include:

- Site selection. The Buyer has purchased the real property on which the house will be setup from another party. The Seller will assume no responsibility for the physical layout of the house on the site. The Seller will not be responsible for correctly identifying legal requirements of the physical location of the house, such as boundary lines, zoning compliance, etc. The Seller will not be responsible for the physical suitability of site with respect to any potential defects in the site including but not limited to drainage, water courses, soil conditions, etc. Seller is not responsible for the accuracy of any surveys conducted upon the site. Owner is responsible for any site marking, surveying or engineering.
- Defects in the manufacturing of the house. The Seller did not manufacture this house and is not responsible for any repair work that may be required on the house. A specific warranty is provided on the house by the manufacturer and the manufacturer is responsible for any work to be done pursuant to the terms of the warranty. The Seller will assist the Buyer in contacting and working with the manufacturer in order to facilitate any repair work, but Seller will not be responsible for performing that work.
- The Seller will not warranty work or alterations performed on the house by anyone other than a representative of the Seller.
- The Seller does not warrant or provide service or warranty work on appliances, water heaters, or furnaces in the house as they are all warranted individually.
- The Seller is not responsible for soil conditions under the house. If the house settles after it is set up because of poor soil conditions, the Seller will allow for a fee.
- The Seller or Contractor will not be responsible for any future value of the project or guarantee any appraised value after construction.
- Additional provisions, if any, will be included in the project management agreement.

11 Acknowledgement

By my (our) signature(s) below, I (we) acknowledge that I (we) have carefully reviewed this purchase agreement, and understand that there are NO COMMITMENTS or representations by Seller that I (we) have been or will be approved for credit, and there are NO VERBAL COMMITMENTS OR AGREEMENTS by Seller to provide any product or service other than those products and services described in this agreement. I (we) understand that we must enter into a separate agreement to complete the construction project. **This is a legal document and we understand that if it is unclear to us, we should seek legal advice.**

Michael T. Meadors 8-16-00 Karen Meadors 8-16-00
 Customer Date Customer Date

[Signature] _____
 Seller Date

Purchase Agreement for a Manufactured or Modular Home

DISCLAIMERS - DISCLOSURES - WARRANTY EXCLUSIONS

To MUST BE attached to the Purchase Agreement for: **Michael and Karen Meadors** **NHN**

The Buyer and Seller agree that there are certain matters with respect to the purchase and sale of this house that are beyond the control of the Seller, and for which the Seller will not be responsible. These exclusions include:

- A. Site selection.** The Buyer has purchased the real property on which the house will be setup from another party. The Seller will assume no responsibility for the physical location of the house on the site. The Seller will not be responsible for correctly identifying the legal requirements of the physical location of the house, including boundary lines, zoning compliance, etc. The Seller will not be responsible for the physical suitability of the site with respect to any potential defects in the site, including but not limited to drainage, water courses, soil conditions, etc. Seller is not responsible for the accuracy of any surveys conducted upon the site. Owner is responsible for any lot marking, surveying or engineering, unless specifically requested in writing.
- B. Defects in the manufacturing of the house.** The Seller did not manufacture this house and is not responsible for any repair work that may be required on the home. A specific warranty is provided on the house by the manufacturer and the manufacturer is responsible for any work to be done pursuant to that warranty. The Seller will assist the Buyer in contacting and working with the manufacturer in order to facilitate any repair work, but Seller will not be held responsible for performing the actual work that needs to be done on the home.
- C. Work done by Others.** The Seller will not warranty work or alterations performed on the house by anyone other than a representative of the Seller.
- D. Warranty of Fixtures and Appliances.** The Seller does not warrant or provide service or warranty work on appliances, water heater, furnace, or fixtures in the house as they are all warranted individually. The warranty paperwork will be provided upon final walk through and closing.
- E. Soil Conditions and Re-leveling of home.** The Seller is not responsible for soil conditions under the house. If the house settles after set up as a result of soils conditions, the Seller will re-level the home for a reasonable fee.
- F. Future Value.** Your agent is not licensed to sell investments. Nobody can guarantee or indicate what the future value of your home will be after construction. The Seller, any agents or assigns, or the General Contractor will not be responsible in any way for any future value of your home, including appraised valuations, market valuations, or assessed valuations.
- G. Additional provisions,** if any, will be included in the project management agreement and must be in writing to be valid.
- H. Payment.** Buyers obtaining their own financing understand that the full balance due is payable upon delivery of the home to the site. In the event that the full cash price has not been paid at the time the home is delivered, buyer understands and agrees that the Seller will remove the home to the Seller's lot until full payment has been made. Buyer will pay all delivery costs and interest associated with this home. Buyer understands that site work or setup will not begin until full cash down payment has been received, the trade in has been transferred, and the loan has been closed.
- I. Refunds or Change orders.** Buyer understands that no refunds will be made once the factory has begun construction on your home. All changes to this project are subject to a full review by the Seller and the General Contractor and may be charged a \$200.00 per change fee.
- J. Contract is for house & sales tax only.** This agreement is for the sale of the house (including any sales taxes) only. A separate construction project management agreement will be required for any and all site work required, including setup of your home, connection to any utilities, including drilling a well, installing a septic system, bringing power to your lot, or finish work of any kind.
- K. Disclosures Required by State Law.** Pursuant to Section 6-1-603, we are required to disclose certain things, namely:
1. You may have no legal right to rescind this contract absent delinquent delivery of your home, or the existence of a specific right of rescission.
2. If you want to cancel this contract and have trouble getting your down payment refunded, you may file a complaint for a refund of a down payment held in escrow with the Attorney General, or with the Teller County District Attorney. You may also bring a civil action pursuant to the Colorado Consumer Protection Act.
3. Your home order will be confirmed within days of one of the following: 1) Your own closing, or 2) The receipt of your building permit. The delivery of your home should be within 30 days of that date. In the event that the home delivery is delayed to 60 days beyond that, unless the delay is caused by you - the Buyer, or the delay in delivery is unavoidable due to circumstances beyond our control, we will either refund the down payment we received, or we will pay you a reasonable per diem living expense until such time as the home is delivered to your site.
- By my(our) signature on the agreement above, I (we) acknowledge that I (we) have carefully reviewed this purchase agreement and understand that there are no commitments or representations by Seller that I (we) have been, or will be, approved for credit; and there are no commitments, agreements, or representations by Seller to provide any product or service other than those products and services described in this agreement. I (we) understand that we must enter into a separate agreement to complete the construction project.

These are legal documents. If you do not understand them completely, you should seek legal advice.

Michael Meadors 8-16-00
Customer Signature Date

Karen Meadors 8-16-00
Customer Signature Date

NORTHSTAR HOME SALES

PO Box 134
Florissant CO 80816
(719)748-8000 (719)748-0190

Processed on: 7/5/00 at 7:23 PM

Preliminary Construction Estimate

This does NOT include the home price (per invoice), or the cost or payoff of land.
Line titled 'TOTAL' is NOT the total cost of this project.
This form is a CONSTRUCTION ESTIMATE ONLY!

MEADORS Residence

Today's Date <u>July 6, 2000</u>		Projected Close Date _____
Buyer: <u>Michael and Karen Meadors</u>		This project calculates to: 39.73 psf House O.N.L. 29.66 psf Construction etc. 69.39 psf TOTAL PROJECT
Buyer's Address: <u>5912 Ambassador Way</u>	<u>Alexandria VA 22310</u>	
Site Address: <u>NHN</u>	<u>Cripple Creek CO 80813</u>	
Legal Description: <u>L 2948, Estates of Colorado, Unit 57</u>		
Loan: <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> CONV <input type="checkbox"/>	Financed By: <u>Grand West Financial</u>	
Const. Loan by: _____	Interest % _____	Home Bought through: <u>NorthStar Home Sales</u>

WORK TO BE PERFORMED					
Plot Plan	\$	incl w/contract	Propane tank rent & hookup	\$	450.00
Soil Testing	\$	0.00	Skirting & Foundation Finish	\$	3,000.00
Engineering design	\$	0.00	Sidewalk Yes ___ No ___ Size ___ x ___	\$	incl w/deck
Perc Test	\$	0.00	Permanent Wood Decking	Sq Ft incl	0
Well drilling # <u>300</u>	\$	5,600.00	Temporary Steps for C.O.	Sq Ft incl	0
Pump and Peripheral hardware	\$	2,050.00	Concrete Sidewalks	Sq Ft incl	0
Septic Permit	\$	225.00	Garage Size Only	Size ___ x ___	0.00
Building Permit	\$	300.00	Shed	Size ___ x ___	0
Electrical permit	\$	incl w/ hookup	Gutters & downspouts	\$	0.00
Contractor Fees	\$	3,750.00	Misc Construction costs:	\$	
Inspections	\$	725.00	A _____	\$	
Excavating - House site only ***	\$	2,250.00	B _____	\$	
Excavating - Garage site	\$	0.00	C _____	\$	
Blasting if required	\$	0.00	D _____	\$	
Water lines <u>50</u> ft @ \$8.00	\$	450.00	Septic design is for _____ bedrooms	\$	5,500.00
Gas lines <u>0</u> ft @ \$6.50	\$	0.00	Sewer tap fee	\$	0.00
Sewer lines <u>60</u> ft @ \$9.00	\$	540.00	Water tap fee	\$	0.00
Electric lines <u>0</u> ft @ \$6.50	\$	0.00	Gas tap fee	\$	0.00
Foundation engineering (per soils report)	\$	0.00	P.U.C. tap fees for a) Gas _____ b) Water _____	\$	0.00
Piers/Perimeter footers	\$	3,500.00	c) Electric _____ d) Propane _____	\$	0.00
Interior trim and carpet	\$	987.50	Sewer / Water / Gas inspections	\$	incl w/contracts
Tape and Texture finish	\$	500.00	Power Pole(s) included <u>0</u>	\$	0.00
Paint (Int & Ext) Touch up	\$	0.00	Set up (including crane and loader if reqd)	\$	2,100.00
Electric hookup to garage	\$	0.00	Construction Overhaul	\$	4,000.00
Electric hookup to house	\$	15,000.00	Home Delivery & Site Drop	\$	1,300.00
Basement	\$	0.00	Driveway (Approx. distance in ft) <u>300</u>	\$	300.00
Garage framing	\$	0.00	Title Company fees	\$	0.00
Overhead doors	\$	0.00	Builders Risk Policy prooration	\$	450.00
Insulation	\$	0.00	Other _____	\$	0.00
Walk doors included above	\$	0	TOTAL	\$	51,487.50
Windows included above	\$	0			

ALL PRICES ARE SUBJECT TO CONTRACTOR BID BEFORE FINALIZING. BUYER BEARS THE EXTRA COSTS IF ROCK OR FROST ARE ENCOUNTERED. THERE IS NO GUARANTEE MADE THAT THE WELL DRILLER WILL HIT WATER, OR WHAT THE QUALITY OF WATER WILL BE. BUYER BEARS THE COST OF DRILLING THE 2ND WELL AS WELL AS THE COST OF THE 1ST WELL IF A BUYER UNDERSTANDS THAT ALL COSTS ARE SUBJECT TO ENGINEERING, CODE, OR BUILDING DEPT REQUIREMENTS.

All material is guaranteed to be performed in accordance with the drawings and specifications submitted for the above outlined project, and will be completed in a workmanlike manner. Any alteration or deviation from the above specifications that involve extra costs will be executed only upon written orders, and will become an extra charge over the above estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Buyer is to carry fire, tornado, and other necessary insurance on the above project, to be applied and paid for by the buyer. Buyer understands that these may not be the actual costs of the project. Actual costs will depend on several factors which may not be considered in this estimate (i.e. perc rate, well depth, soil conditions, etc)

NorthStar Homes may cancel this offer if not accepted within 15 days.

Sold by: _____ Date: _____

Second signature by agent necessary: _____ Date: _____

Approved by: [Signature] Title: _____

ACCEPTANCE OF PROPOSAL
The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to begin the work as specified. Payment will be made as specified in the management agreement and all funding is subject to financial approval and closing.

Signature: Michael & Karen Meadors Signature: [Signature]

NorthStar Home Center

Improvement Costs

Customer Name: **Michael and Karen Meadors**

Today's Date
8/11

Project Address: **3463 MAGDOXE TR. HARTSELLO 80830**

DESCRIPTION	COSTS	CONTRACTOR NAME
Survey	0.00	
Peric Test	0.00	
Soils Test	0.00	
Foundation Engineering	0.00	
Well or Water Tap Permit	60.00	
Septic or Sewer Tap Permit	225.00	
Driveway Permit	50.00	
Building Permit(s)	300.00	
Electric / Utility Co / Solar	15,000.00	solar system - BY HOMEOWNER
Electric Trenching & Hookup	0.00	
Water Tap / Drilled Well / Cistern	6,050.00	drill 300' estimate
Sewer Tap or Septic System	6,040.00	
Propane / Natural Gas	450.00	
Telephone Installation	0.00	
Excavation & Dirt Work	2,250.00	
Culvert / Driveway	750.00	
Road Base & Grading	0.00	
Foundation / Basement	3,500.00	
Perimeter Walls (Skirting)	3,000.00	
Crane Set / Drive on / Roll on	2,100.00	
Home Delivery & Setup	1,300.00	
Drywall / Trim Work	1,000.00	
Carpet Installation	487.50	
Decks & Stairs	0.00	
Gutters	0.00	
Outbuildings / Garage / Barn	0.00	
Fencing	0.00	
Site Cleaning & Trash Removal	725.00	
Other	450.00	
General Contractors Fee	3,750.00	
Inspections	0.00	
Contingency Pad	4,000.00	
Improvements Sub-Total	51,487.50	
Home (Including Sales Tax)	68,974.47	
Land Payoff	0.00	
GRAND TOTAL	120,461.97	

Michael Thomas Meadors 8-16-00
Borrower Date

Karen D. Meadors 8-16-00
Co-Borrower Date

[Signature] 8-11-00
General Contractor Date

Lender Date

NorthStar Construction

NorthStar Design & Construction, LLC A Colorado Limited Liability Company

PROJECT MANAGEMENT AGREEMENT

THIS AGREEMENT is between: NorthStar Design & Construction, LLC, as General Contractor/Project manager and Michael and Karen Meadors (Owner/Purchaser) for the project more completely described as:

Project Name: MEADORS Residence

Project No: _____

Legal Description of site:

L 2948, Estates of Colorado, Unit 57

Owner information:

Name: Michael and Karen Meadors
Address: 5912 Ambassador Way
City, State, Zip: Alexandria VA 22310

Property Add: 3463 Maskoke Trail
City, St, Zip: Hartsel CO 80830
Mileage to jobsite: 40

It is understood by all parties to this agreement that a completed land/home project that is ready to occupy will consist of three complete written agreements (minimum): 1) Purchase agreement for land 2) Purchase agreement for home 3) Management agreement for the complete project. This agreement is designed to comply with the specific lender requirement for contracts. Project Manager agrees to coordinate and supervise this project until its completion, to use every effort to ensure that the project described above is completed in a good workmanlike manner, and within a reasonable period of time to the satisfaction of the Buyer, and in accordance with the following:

Article A: Floorplans and specs

Article D: Owners Expense

Article G: Cost Overruns

Article B: Freight & taxes

Article E: Limited P.O.A

Article H: Completion Dates

Article C: Warranty

Article F: Utility run-in

Article I: Legal Fees and costs

Estimated cost of improvements will be:

51,487.50

(Detailed on following pages)

Cost doesn't include the price of the land.

Cost doesn't include the price of the home

Payment is to be made as follows:

draws will be processed by the Owner's Lender:

General Contractor shall submit project draws on a regular and timely basis. The Grand West Financial and upon processing, will be submitted to the owner

for authorization and signature prior to the actual funding. The draws submitted to the Owner shall be signed within 5 working days of notification of the draw or will be subject to interest until signed. Funds will be disbursed to subcontractors, suppliers and laborers by:

General Contractor Any invoices over \$2,500.00 that are received for work on the project may be paid directly by Lender at the General Contractor's sole discretion. Final payment will be upon completion of the home, Lender's Inspection, and Final Occupancy approval. Cash projects will be subject to the draw procedures listed above (5 day turnaround), including the interest application if authorization is withheld.

PROJECT MANAGER RESPONSIBILITIES

General Contractor shall make every effort to ensure that:

- 1 All work is completed in a workmanship like manner in compliance with all building codes and other applicable laws
- 2 To the extent required by law, all work be performed by licensed sub-contractors
- 3 All change orders shall be in writing and signed by Owner and Contractor and are subject to a \$200.00 surcharge.
- 4 All contractors and subcontractors are adequately insured for injury to their employees and others incurring loss or injury as a result of the acts of the contractor or subcontractor or its employees.
- 5 All subcontractors hired leave the premises in "broom clean" condition
- 6 All subcontractors are held to scheduling, unless the delay is due to circumstances beyond its control, including strikes, casualty or general unavailability of materials or labor, and extreme weather conditions or acts of God
- 7 All subcontractors will warrant all work according to their warranty schedules and sign "lien releases" prior to payment.
- 8 Contract may become null and void if financing is not obtained within 15 days from signing of this contract

Article A: **Floorplans and Specs.**

Home Specifications are included on the Purchase Agreement for Home

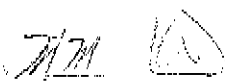
Article B: **Freight & Applicable Taxes**

(Taxes for the home are included in purchase agreement for home)

Other material freight will be charged as invoiced from freight company. Sales tax is based upon the following rates: 3% - Colorado, 1% - Teller County, 3% - Woodland Park. All finish products are subject to sales tax

Article C: **Warranty Agreement**

For a period of 60 days after the issuance of a Certificate of Occupancy (final or temporary), the Home Dealer will adjust or correct minor defects, omissions or malfunctions, such as missing equipment, hardware, dripping faucets, and other minor details reported to the Home Dealer by the Owner.



Article C: Warranty Agreement (continued)

The manufacturer will at his sole discretion replace or repair any defects in material or workmanship in accordance with the generally accepted standards of construction. To the extent required by law, all work not included in the scope of the home manufacturer's warranty will be warranted by the individual sub-contractor or supplier of the work or material in question. Contractor may assist owner in coordinating any warranty activities. Owner understands that the General Contractor or the Home Dealer are not the manufacturer of the home and they will not be in charge of correcting any factory or any factory errors with the home. All reasonable effort will be used to insure the best final product, however, the Home Dealer and/or General Contractor shall be held harmless from any unresolvable disputes regarding the manufacture of their home. Owner agrees to accept a reasonable match in the event that the original item is no longer available if a warranty item needs to be replaced.

This Warranty does NOT include the following items:

- A Damage resulting from fire, floods, storms, electric malfunctions, accidents or acts of God.
- B Damage resulting from alterations, misuse or abuse of the covered items by any person, creature or living thing.
- C Damage resulting from the Owners failure to observe operating instructions furnished by General Contractor, Home Dealer, or other subcontractor at the time of installation, receipt by Owner or walk-through.
- D Damage resulting from a malfunction of equipment or lines of the telephone, gas, power or water company.
- E Damage resulting from or to any items furnished or installed by the Owner.
- F Damage resulting from or to any appliance, piece of equipment or other item that is a consumer product installed or included in the Owners property.

Article D: Owners Expense & Insurance

All costs of the construction of the project as enumerated on the attached cost estimate/budget and other unknown costs that may be incurred shall be the sole responsibility of the owner. Unless otherwise specified, owner will not actively participate in the construction of the project, (i.e.) the selection, coordination, or payment of the subcontractors, suppliers, consultants, or other necessary resources required or used for the successful and timely completion of the project. Owner shall at his sole expense and responsibility bind a Homeowner's Insurance Policy as soon as practically possible during the completion stage of the project in order to protect the investment of the actual home.

Article E: Limited Power of Attorney

Owner/Purchaser of this project herein convey onto the licensed & insured General Contractor/Project Manager in charge of this project the full authority, power and right to receive information or sign applications for building permits, electricity, well, septic installation, engineering and any other items that become necessary in the course of this project.

Article F: Well, Septic & Electric costs

Owner accepts all responsibility for the suitability and viability of proposed well or water system design and location. Owner accepts responsibility for the percolation test results and the design requirements thereof. Owner understands that the cost estimates for the well/water system, septic system and electric service are based on the best information available, but are only estimates and the actual costs are the sole responsibility of, and are due to, the owner.

Article G: Cost Overruns

Owner understands and agrees that this is NOT a fixed price, nor a fixed fee contract and thereby agrees to pay any cost overruns plus the related overhead and profit caused by 1; Owner specification changes, 2; subcontractor changes, 3; changes to meet code requirements, 4; unforeseen circumstances, 5; hidden conditions or 6; overruns due to cost increases beyond the control of either party.

Article H: Completion Date

Owner understands that there is NO REASONABLE way in which the General Contractor or the Home Dealer can determine a completion date with any accuracy, therefore, it is agreed by all parties the NO COMPLETION DATE has been promised, suggested, or scheduled. Owner understands that timing will be subject to weather, inspectors, permitting, engineering Subcontractor/Lender/Factory schedules, and acts of God. General Contractor or Home Dealer have no control over these things.

Article I: Legal Expenses

Owner understands and agrees that the General Contractor and/or the Home Dealer shall be entitled to receive reimbursement for any and all attorney's fees that result from the collection process in the event that collection is required to collect from Owner. Owner understands and agrees that in the event that litigation is brought by either party, General Contractor and/or Home Dealer shall be entitled to be reimbursed for any and all attorney's fees or costs if they are found to be the prevailing party.

The prices, specifications, agreements and conditions are satisfactory and are hereby accepted, subject to the terms set forth in the home purchase contract and to those printed on any other contracts herein. You are hereby authorized to manage the project as specified and begin work on the project. Payment will be made as outlined

We hereby authorize to manage this project for the Owner in accordance with the Terms and Conditions outlined within the contract to purchase the home, along with this contract, and according to the specifications noted herein, and with the purchase order. Completion of the project is to be done per this contract.

Michael T Meadors 8-16-01
Owners Signature: _____ Date

Karen D. ... 8-16-01
Owners Signature: _____ Date

Northstar Construction & Design, LLC

[Signature] _____
Authorized Agent Date

Proposed Contract Costs and Specifications

Description	Budgeted Amount
Payoff land <i>handled by lender</i>	0.00
Plans and prints	0.00
Survey / Improvement Location Certificate	0.00
Perc Test	0.00
Well Permit	60.00
Septic Permit	225.00
Building Permits	390.00
Soil test and foundation engineering	0.00
Site Preparation	0.00
Driveway Materials & Labor	800.00
Electric run-in	0.00
Excavation/Backfill	2,250.00
Sand/Gravel	
Preliminary Total	3,635.00
Slab <i>(including interior flatwork, garage, & basement)</i>	0.00
Footer/Block	3,500.00
Found/Inst/Damp Proof	3,000.00
Well	1,550.00
Septic	6,040.00
Set-up of home <i>(not including stucco, drywall, etc)</i>	2,100.00
Freight	1,300.00
Deck Material & Labor	0.00
Interior Trim material and labor	500.00
Siding Materials and Labor	0.00
Roofing Materials and Labor	0.00
Electrical Labor/Materials	15,000.00
Heating Labor/Materials	0.00
Telephone Wire	0.00
Basement/Garage/Fir	0.00
Insulation Labor & Materials	0.00
Drywall Labor & Materials	500.00
Carpet and Installation L & M	487.50
Paint Exterior	0.00
Wood stove or fireplace, complete	0.00
Garage door Labor & Materials	0.00
Construction Total	184,250
Gas tank w/lines and set-up	290.00
Gutters/Downspouts	0.00
Stair material and labor	0.00
Miscellaneous costs	3,735.00
Landscaping	0.00
Builder's Risk insurance	0.00
Administrative & final costs	450.00
Title Company Costs	0.00
Construction Management Fee	3,750.00
Adjustment to finaliz. <i>51,487.50</i>	0.00
Final Total	9,375.00
Owner (this)	
Total Estimated Cost of your improvements	51,487.50

Specifications

Not a Construction item.

No power of any kind is included in this agreement excavation for home as specified

perimeter foundation footer to meet code
perimeter foundation to meet code

set-up on foundation and all connections made
freight to site
temporary steps for final inspection
Finish interior trim

Solar system is completely handled by owner

Finish drywall, tape and texture once home is set
a small carpet, tack strip and finish on home is set

panels and downspouts installed

miscellaneous administrative and funding charges

Project management fees

THIS IS A GOOD FAITH ESTIMATE OF COSTS AND NOT A BIDDING FOR SERVICES. ALL PRICES AND COSTS ARE SUBJECT TO CHANGE AND TO ALL APPLICABLE LAWS.

The prices, specifications, agreements and conditions are satisfactory and are hereby accepted, subject to the terms set forth in the home purchase contract and to those printed on any other contracts herein. You are hereby authorized to manage this project as specified and begin work on the project. Payment will be made as outlined.

We hereby propose to manage this project for the Buyer in accordance with the Terms and Conditions outlined within the contract to purchase the home set forth in the contract at the location of this purchase as noted herein, and within the time frame set forth in the contract. The project is to be done, as this contract.

Michael T. Meadors 8-16-00
 Owners Signature: _____ Date: _____
Karen Decker 8-16-2000
 Owners Signature: _____ Date: _____

[Signature]
 NorthStar Design & Construction, LLC
 NorthStar Home Sales - Agent