

District Court, Arapahoe County, Colorado Court Address: 7325 S. Potomac St. Centennial, CO 80112	
<b>Plaintiffs:</b> John Doe and Jane Roe, individuals,  v.  <b>Defendants:</b> Avi Schawlb and Nancy Dominguez, individuals; PHS Rent, a limited liability corporation.	<b>→ COURT USE ONLY →</b>
<i>Attorneys for Defendant Nancy Dominguez:</i> Eduardo Ferszt, #23036 Shane C. Meyer, #49148 FERZST & ASSOCIATES 1010 S. Joliet #211 Aurora, CO 80012 Phone: 303-696-9155   Fax: 303-745-7286 E-mail: <a href="mailto:ed@eduardolegal.com">ed@eduardolegal.com</a> ; <a href="mailto:shane@eduardolegal.com">shane@eduardolegal.com</a>	Case Number: <b>25CV30241</b>  Division: 204
<b>ANSWER TO AMENDED COMPLAINT AND JURY DEMAND</b>	

COMES NOW, Nancy Dominguez, Defendant, by and through counsel, Eduardo Ferszt and Shane C. Meyer of FERSZT & ASSOCIATES, and hereby submits this *Answer* to the Plaintiffs' *Amended Complaint and Jury Demand*, stating as follows:

1. Paragraph 1 of the *Complaint* is a recitation of law and requires no response.
2. Defendant Nancy Dominguez (hereafter "Ms. Dominguez") in part admits and in part denies the allegations in Paragraph 2 and 3. Ms. Dominguez admits the allegations therein to the extent that Plaintiffs were tenants at an apartment building overseen by Ms. Dominguez's employer, PHS Rent, LLC (hereafter "PHS). Ms. Dominguez denies the allegations to the extent they allege any misconduct, wrongdoing, or violations of law committed by Ms. Dominguez.

Concerning all other allegations in Paragraphs 2 and 3, Ms. Dominguez lacks sufficient information and knowledge to respond to the paragraphs and therefore must deny the same.

### **JURISDICTION AND VENUE**

3. Ms. Dominguez does not object to the Court's subject matter jurisdiction, personal jurisdiction over the parties, or to venue being in the District Court of Arapahoe County. Ms. Dominguez otherwise objects to Paragraphs 4-6 to the extent the paragraphs contain and inference of wrongdoing, misconduct, or violation of law on the part of Ms. Dominguez.

### **PARTIES**

4. Ms. Dominguez admits in part the allegations in Paragraph 7, to the extent that Defendants are residents of the City of Aurora and reside with two teenage sons. The other allegations in Paragraph 7 either consist of legal conclusions or touch on matters for which Ms. Dominguez lacks sufficient information and knowledge to respond and therefore must deny.

5. Ms. Dominguez admits Paragraph 8 in part, to the extent of the factual allegations therein. To the extent Paragraph 8 consists of legal conclusions, no response is required.

6. Ms. Dominguez admits in part in Paragraphs 9 and 10, to the extent that she is an assistant manager with PHS, not an employer of the Plaintiffs, and signed the residential lease described therein. To the extent Paragraphs 9 and 10 consist of legal conclusions, no response is required.

7. Ms. Dominguez admits Paragraph 11 in part, to the extent that she was an employee of PHS and helped manage the apartment where the Plaintiffs reside. Ms. Dominguez denies Paragraph 11 in part, to the extent it infers or implies that she may in any way be a co-owner or principal of PHS.

## FACTUAL ALLEGATIONS

### *Lease*

8. Ms. Dominguez admits Paragraphs 12-15.

### *Living Conditions*

9. Ms. Dominguez denies Paragraphs 16-23.

### *Illegal Lock Out*

10. Ms. Dominguez admits in part and denies in part the allegations in Paragraph 24. Ms. Dominguez admits Paragraph 24 in part, to the extent that the locks were changed on the apartment. Ms. Dominguez denies Paragraph 16 in part, to the extent the paragraph alleges that no notice was provided or that the Plaintiffs were denied possession. PHS had been attempting to contact the Plaintiffs multiple times over several weeks regarding late rent. A maintenance staff member entered the apartment and found that it appeared abandoned. The locks were changed, but notice was left on the front door directing Plaintiffs to contact the front office for the new keys.

11. Ms. Dominguez admits in part and denies in part the allegations in Paragraph 25. Ms. Dominguez admits Paragraph 25 in part, to the extent that Ms. Roe called the office to ask for replacement keys. Ms. Dominguez denies Paragraph 25 in part, to the extent of all other allegations made therein.

12. Ms. Dominguez denies the allegations made in Paragraphs 26-29.

### *Misleading Demand for Purported Nonpayment of Rent*

13. Ms. Dominguez admits in part and denies in part the allegations in Paragraph 30. Ms. Dominguez admits Paragraph 30 to the extent that a demand for complaint was personally served

on Plaintiffs on January 15, 2025. Ms. Domingez denies Paragraph 30 in part, to the extent of all other allegations, including the allegations that that she was the PHS employee who served the demand or that the demand was shoved under the door of the apartment without being personally served.

14. Ms. Dominguz admits in part and denies in part the allegations in Paragraph 30. Ms. Dominguez admits Paragraph 30 in part, to the extent that PHS served a demand for compliance on Plaintiffs. Ms. Dominguez denies Paragraph 30 in part, to the extent of all other allegations therein.

15. Ms. Dominguez denies the allegations in Paragraph 32.

*Violent Entry and Illegal Threats*

16. Ms. Dominguez admits in part and denies in part the allegations in Paragraph 33. Ms. Dominguez admits Paragraph 33 in part, to the extent that Mr. Schwalb went to the apartment on January 24, 2025. Ms. Dominguez denies Paragraph 33 in part, to the extent the paragraph alleges that Mr. Schwalb slammed the door back and nearly injured Ms. Roe.

17. Ms. Dominguez admits in part and denies in part the allegations in Paragraph 34. Ms. Dominguez admits Paragraph 34 in part, to the extent that Mr. Schwalb had been at the apartment on previous occasions. Ms. Dominguez denies Paragraph 34 in part, to the extent that it alleges Mr. Schwalb had previously yelled at and denigrated Plaintiffs and their former neighbors. On information and belief, the last time Mr. Schwalb had been at the apartment was before the Plaintiffs took up residence.

18. Ms. Dominguez denies the allegations in Paragraphs 35-39.

*Fraudulent Eviction Notice*

19. Ms. Dominguez lacks sufficient information or knowledge to respond to the allegations in Paragraphs 40-44 and therefore must deny the same.

*Retaliatory Eviction Action*

20. Ms. Dominguez lacks sufficient information or knowledge to respond to the allegations in Paragraphs 45-47 and therefore denies the same.

*Defendants' Retaliation for Organizing Activities*

21. Ms. Dominguez lacks sufficient information or knowledge to respond to the allegations in Paragraphs 48-50 and therefore denies the same.

**FIRST CLAIM**

**Violation of Immigrant Tenant Protection Act (C.R.S. § 38-12-1201, et seq.)**

22. Ms. Dominguez denies Paragraphs 51-62.

**SECOND CLAIM**

**Retaliation (C.R.S. § 38-12-509)**

23. Ms. Dominguez denies Paragraphs 63-73.

**THIRD CLAIM**

**Removal Without Process (C.R.S. § 38-12-510)**

24. Ms. Dominguez denies Paragraphs 74-83.

**FOURTH CLAIM**

**Unfair Housing Practice (Colorado Anti-Discrimination Act, § 24-34-501 et seq.)**

25. Ms. Dominguez denies Paragraphs 84-92.

**FIFTH CLAIM FOR RELIEF**

**Breach of the Covenant of Quiet Enjoyment**

26. Ms. Dominguez denies Paragraphs 93-100.

**SIXTH CLAIM FOR RELIEF**  
**Declaratory and Injunctive Relief under C.R.C.P. 57 & 65**

27. Ms. Dominguez denies Paragraph 101-104.

**GENERAL DENIAL**

28. Ms. Dominguez denies all allegations in the *Amended Complaint and Jury Demand*, unless specifically admitted herein.

**AFFIRMATIVE DEFENSES**

29. Plaintiffs fail to state a claim upon which relief may be granted.

30. Plaintiffs' claims may be limited or barred because of the intentional conduct engaged in by the Plaintiffs or other persons or entities, including responsible non-parties.

31. Plaintiffs' damages and losses, if any, may be barred or diminished by failure to mitigate damages.

32. Plaintiffs' claims may be barred, either as a whole or in part, by the statute of limitations pursuant to C.R.S. § 13-80-101 et seq.

33. Plaintiffs' claims may be barred or limited by the doctrine of unclean hands.

34. Plaintiffs' claims may be barred by the doctrine of laches, C.R.C.P. 8(c).

35. Ms. Dominguez incorporates by reference any affirmative defense asserted by any other party to this action.

WHEREFORE, Defendant Nancy Dominguez hereby requests that the Honorable Court issue an Order granting judgment in her favor, dismissing all claims against, granting an award of reasonable attorneys fees and costs, and any other such relief the Court deems appropriate under the circumstances.

Dated: 03/15/2025.

Respectfully submitted,

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FERSZT & ASSOCIATES

/s/ Eduardo Ferszt

Eduardo Ferszt, #26036

Shane C. Meyer, #49148

*Attorneys for Defendant Nancy Dominguez*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on 03/25/2025, a true and accurate copy of the foregoing *Answer* was filed with the Court and served on all parties of record via CCEF.

/s/ Shane C. Meyer