

District Court, Broomfield County 17 DesCombes Drive Broomfield, CO 80020	DATE FILED: October 24, 2017 8:50 AM FILING ID: D2CB66E0FC77D CASE NUMBER: 2017CV30213
The Broomfield Way, Madhav Narayan, Lanae Davis, Jodi Behrens-Stark, Christopher Cleary, and Suzanne Kent Plaintiffs v. City and County of Broomfield, Councilmember Elizabeth Law-Evans, and Councilmember Sam Taylor Defendant	▲ COURT USE ONLY ▲
<i>Attorneys for Plaintiffs</i> Katherine L. Merlin, Esq. (#45672) Colorado Environmental Advocates 1823 Folsom St., Ste. 100 Boulder, CO 80302 Phone No.: (720) 965-0854 Email: kate@katemerlinlaw.com David E.S. Milender, Esq. (#42831) PO Box 2091 Broomfield, CO 80038 Phone No.: (720)295-8892 Email: thebroomfieldway@gmail.com	Case No.: Division:
COMPLAINT	

INTRODUCTION

This is an action brought by five citizen residents of the City and County of Broomfield, Colorado, Madhav Narayan, Lanae Davis, Jodi Behrens-Stark, Christopher Cleary, and Suzanne Kent and The Broomfield Way, a political committee (hereinafter collectively referred to as “Plaintiffs”), against the City and County of Broomfield (“City”) and Councilmembers Elizabeth Law-Evans and Sam Taylor in their official capacities, pursuant to the Colorado Sunshine Act, C.R.S. § 24-6-101 *et seq.*, the Colorado Open Meetings Law, C.R.S. § 24-6-402, the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.* and for ethical violations of the Broomfield Municipal Code, to enjoin and restrain Defendants from engaging in a pattern of unlawful conduct improperly advancing the proposed amendments to the Memorandum of Understanding (“MOU”) between the City and Extraction Oil and Gas, Inc. (“XOG”). Additionally, Plaintiffs seek the release of records which have been improperly withheld, and the invalidation of actions improperly taken in executive session.

PARTIES

1. Madhav Narayan is a resident of Broomfield, living at 12422 Maria Circle, Broomfield, CO 80020. As a resident and taxpayer of the City and County of Broomfield, Mr. Narayan is concerned about the proposed amendments to the City's MOU and the methods by which it has progressed through the City Council.
2. Lanae Davis is a resident of Broomfield, living at 3751 Troon Circle Broomfield, CO 80023. In addition to being a resident and a taxpayer of the City and County of Broomfield, Ms. Davis' property, health, and safety will be impacted by the additional wells allowed by the proposed amendments to the MOU.
3. Jodi Behrens-Stark is a resident of Broomfield, living at 13970 Shannon Dr. Broomfield, CO 80023. In addition to being a resident and a taxpayer of the City and County of Broomfield, Ms. Behrens-Stark's children attend school in close proximity to a proposed well-pad site under the contemplated amendments to the MOU.
4. Christopher Cleary is a resident of Broomfield, living at 1175 Fern Street, Broomfield, CO 80020. In addition to being a resident and a taxpayer of the City and County of Broomfield, Mr. Cleary faces potential threats to his property value as well as the health & safety of his family, should the City adopt the proposed amended MOU with XOG.
5. Suzanne Kent is a resident of Broomfield, living at 13635 Parkview Place, Broomfield, CO 80023. In addition to being a resident and taxpayer of the City and County of Broomfield, Ms. Kent is concerned about the health and safety of herself and her community if the proposed amendments to the MOU are approved by the City.
6. The Broomfield Way is a political committee organized under the laws of the State of Colorado and the City and County of Broomfield and registered with the Broomfield City Clerk. The Broomfield Way's mission is to support and promote accountability and responsiveness in politics.
7. City and County of Broomfield is a home-rule municipality of the State of Colorado.
8. Elizabeth Law-Evans is named in her official capacity as the Ward 1 Broomfield City Councilmember.
9. Sam Taylor is named in his official capacity as the Ward 3 Broomfield City Councilmember.

JURISDICTION AND VENUE

10. Pursuant to C.R.S. § 24-6-101 et. seq. this Court has jurisdiction to enter appropriate orders in this matter, including enjoining further actions by the City and County of Broomfield and invalidating any actions improperly taken in executive session.
11. The violations herein described occurred within the City and County of Broomfield and therefore venue is proper in Broomfield District Court pursuant to C.R.S. § 26-6-101 et. seq. and C.R.C.P. 98(b)(2).

RELEVANT TIMES

12. The actions herein described have occurred within the past year, continuing until this day, and therefore this action is timely brought.

GENERAL ALLEGATIONS

I. The City and County of Broomfield Committed Open Meetings and Open Records Violations by Conducting Regular Business while in Executive Session and Destroying Records of City Council Business That Were Requested to be Retained for Potential Legal Challenge and Review

13. On January 5, 2017, the Broomfield City Council held an executive session to “Discuss Matters That May Be Subject to Negotiation, to Develop Strategy and to Direct Negotiators, to Receive Legal Advice, and to Discuss Matters Relating to Interests in Real Property, All Relating to Oil and Gas Matters.” The executive session was noticed and recorded in accordance with Colorado Open Meetings Law, § 24-6-402, C.R.S.
14. On February 14, 2017, a similar executive session was held, wherein the purpose was to “provide legal advice and to discuss matters related to potential negotiations with Extraction Oil and Gas, LLC and Broomfield’s objection to their spacing unit applications, and other potential related litigation.”
15. On May 23, 2017, at the regular City Council meeting, a “Request for Action Item” was made by Councilman Kevin Kreeger that the City adopt a policy to retain recordings of executive sessions for longer than the statutory minimum of 90 days.
16. Prior to this, there had been a dispute regarding what occurred at City Council executive sessions and whether Council may have strayed off-topic or taken actions that are otherwise not permitted in executive sessions.
17. One or more members of City Council requested that the City Attorney, Bill Tuthill, retain recordings of executive sessions so that they can be reviewed for compliance with Colorado Sunshine Law requirements.

18. The City Attorney and staff advised City Council that because the recordings can be used against the City for discovery purposes in litigation, the City policy was to destroy the recordings at 90 days.
19. Thus, despite a timely request to preserve the records for purpose of possible legal challenge, the recordings of executive sessions from January 5th, January 24th, and February 14th were destroyed.
20. Upon information and belief, the Broomfield City Council not only received legal advice in the January and February executive sessions, but also made a decision to forego pursuing challenge of claims by XOG that “ambiguity” in the 2016 amendment to the 2013 Memorandum of Understanding entitled the company to drill over 100 additional wells in Broomfield beyond what was contemplated in the original agreement.
21. Additionally, upon information and belief, Broomfield City Council and staff discussed items outside the scope of what was noticed to the public, and exceeded the bounds of permissible topics permitted in executive sessions.
22. Broomfield City Councilmembers frequently and regularly send text and email messages to one another before, during, and after City Council meetings.
23. In some of these conversations all or at least a quorum of Council is involved, and they are coordinating matters such as the length of public comment during meetings, the order of agenda items, and coordinating votes on agenda items.
24. Because a quorum of Councilmembers participates in these conversations discussing City Council business, these communications meet the definition of a meeting that should be noticed and made available to the public.
25. However, these records have not been produced in response to properly submitted records requests under the Colorado Open Records Act (“CORA”).
26. An example of the City’s inability to produce records that were destroyed or otherwise not retained can be seen in the responses to recently filed CORA requests of The Broomfield Way on October 4 and 5, 2017 which included a request for all emails and text messages sent and received between and among certain members of Broomfield City Council on certain dates and times in September 2017 that overlapped with City Council meetings and study sessions where the agenda included oil and gas development.
27. The City failed to produce relevant material within 3 days as required by the statute, and additionally the City did not disclose **any** text messages from certain members of City Council, including Councilmembers Greg Stokes, Martha Derda, and David Beacom. Only single screen shot images of a very limited nature were provided from Councilmembers Elizabeth Law-Evans and Mike Shelton. None of the text message screen shots were in a searchable or sortable format pursuant to C.R.S. § 24-72-203(3.5).

28. The City has not claimed any privilege or exemption for these records, or claimed that any text messages or emails were destroyed. Rather they have stated that the records do not exist.
29. Members of Council have stated that it is the standard practice among City Council to delete or destroy text and email conversations with one another and with residents **so that they do not have to produce them in response to CORA requests.**
30. According to the City, “The City cannot speak to the retention policies or procedures of individual councilmembers. The procedures vary from individual to individual.” Thus, the City has no standard record retention policy, or it has failed to communicate and enforce such a policy with all custodians of record.
31. The City has confirmed that they leave it wholly in the hands of the members of City Council to provide and produce records that they themselves consider responsive to the CORA requests. In other words, there is no oversight from the City, and Councilmembers can and do delete records on a regular and ongoing basis. The City has likewise not provided guidance to City Council on records retention policies for how long they must retain records subject to CORA. Instead, City Councilmembers routinely use private email and text messaging to communicate with one another so that the information is not stored on City servers, and they likewise delete information at will with no oversight from the City.
32. By conducting regular Council business via private email and text messaging and failing to retain those messages even for a 90-day period, members of City Council have effectively circumvented the Colorado Open Records Act and Open Meetings Laws.
33. Additionally, the text message records that were provided by the City were provided in the form of five screen shot images that do not show the entire text conversation. Rather, the screen shot images show a small segment of a larger conversation that fits on the size of the custodian’s phone screen. Additionally, the images are not searchable or sortable as required by C.R.S. §24-72-203(3.5).
34. Plaintiffs have filed or will file additional CORA requests with the City requesting records of communications between and among City Councilmembers, which may not be available due to the City’s lack of a record retention policy or because such records were otherwise lost or destroyed by their respective custodian(s).
35. On February 28, 2017, the Broomfield City Council convened an oil and gas comprehensive plan update task force to meet, study, and recommend updates to the city’s comprehensive plan for oil and gas development in Broomfield.

On August 29, 2017, the task force presented their recommendations to the City Council in a study session.

36. Despite the requirement that no votes or actions are to be taken in study sessions, nonetheless, after reviewing the proposed recommendations of the task force, Council then directed staff to begin negotiations with XOG with regard to their proposed well sites in Broomfield.
37. City staff understood the City Council as having decided, at that study session, to negotiate a new memorandum of understanding (“MOU”) with XOG.

II. Conflicts of Interest

38. Additionally, significant conflicts of interest exist which demand recusal by two members of Broomfield City Council, Elizabeth Law-Evans and Sam Taylor.
39. Despite these conflicts, both Ms. Law-Evans and Mr. Taylor have voted multiple times on issues to which their conflicts pertain.

Elizabeth Law-Evans

40. Elizabeth Law-Evans is a commercial real estate broker with her own firm, Law and Evans Associates, Inc.
41. Ms. Law-Evans represented a group of properties on the northeast corner of 160th Avenue and Huron Street, at 16000 and 16080 Huron Street.
42. She represented these properties as the listing broker since at least August of 2016, when she issued marketing material branded with her firm, her photo, and her name alongside another firm, WK Commercial. She also included a memorandum she authored regarding the status of the property and its likely future use. In this memorandum, she describes the Broomfield Comprehensive Plan designation for the property and touts that as a member of the City Council, she is on the Comprehensive Plan Update Task Force, which implies that she can influence the zoning status of the property.
43. In 2016, the Broomfield City Council agreed to an amendment with XOG that altered the terms of the 2013 Memorandum of Understanding that was signed with Sovereign Oil & Gas (predecessor in interest to XOG). Aside from changing the named party to the agreement from Sovereign to XOG, the amendment consolidated the ten well pads contemplated in the 2013 agreement to just three well pad sites, named Sheridan, United, and Huron.
44. The Huron pad was positioned immediately adjacent to the properties Law-Evans represented, and the United pad was close by and between the properties and an unfettered view of the mountains along 160th Ave.

45. On February 28, 2017, the Broomfield City Council convened an oil and gas comprehensive plan update task force to meet, study, and recommend updates to the city's comprehensive plan for oil and gas development in Broomfield.
46. Ms. Law-Evans participated in the selection of task force candidates.
47. As the task force met in the spring and summer of 2017, City Council continued to be briefed in study sessions, executive sessions, and email conversations with city staff regarding the drilling proposal from XOG and ongoing posturing and negotiations with XOG.
48. On June 26, 2017, Councilwoman Law-Evans re-issued the marketing materials for the properties at 160th and Huron Street with a revised memorandum that was again written by herself.
49. In September 2017, XOG revised their drilling proposal and eliminated the Huron and United pad sites. The wells from these pads were relocated to a number of pad sites on the south side of Highway 470 despite these sites being closer to residences in Adams County.
50. The properties Law-Evans represented benefited most from the relocation of the Huron and United pad sites.
51. On September 26, 2017, the City Council adopted the comprehensive task force recommendations by way of a resolution put to the vote of City Council. Law-Evans participated in the vote and voted in favor of the task force recommendations.
52. Concurrently, Broomfield city staff at the direction of City Council continued to negotiate with XOG on a draft MOU that would supersede the 2016 amendment to relocate wells away from the property Law-Evans represents.
53. On October 10, 2017, a draft of the proposed MOU was considered in a City Council meeting. The draft was made available to the public and City Council the week before. Law-Evans was present at the meeting and participated in the discussion of the draft MOU.
54. On October 16, 2017, Jennifer Gamble sent an email to Broomfield City Council questioning Law-Evans' involvement in representing a property that benefitted from the relocation of the well pads farther away from it and closer to residences. The information regarding Law-Evans' ties to the properties impacted by the XOG project were shared via community social media.
55. Law-Evans replied as stated in full in the attached Exhibit A post from Facebook.
56. In her reply, Law-Evans confirmed that the city attorney, Bill Tuthill, advised her that her representation of the properties at 160th and Huron could constitute

a conflict of interest. However, she offered no explanation for when she removed herself from the property listing. Google searches for the property on October 16, 2017 show Law-Evans as the listing broker on the property, and the property listing was updated on October 10, 2017, after which she was no longer mentioned as the listing broker. A copy of a screen shot of the Google search results is attached as Exhibit B.

57. Additionally, no remedy for her involvement and voting in council meetings, study sessions, and executive sessions has been offered and no penalties have been imposed for her violating the Broomfield Code of Ethics, BMC § 2-70-010, *et seq.*
58. It remains unclear the extent to which Law-Evans used information from executive sessions for the benefit of her business and her clients. She has also refused to detail whether she will resume listing the property after the MOU vote occurs. Even if she does not resume representing the property, she may very well continue representing properties with WK Commercial. Moreover, Law-Evans plans to vote on the MOU when it comes before Council as an agenda item as a resolution on October 24, 2017.
59. Councilwoman Law-Evans intends to participate in the City Council meeting on October 24, 2017 and likewise intends to participate in the discussion and vote on the proposed amended MOU with XOG.

Sam Taylor

60. Sam Taylor was elected to the Broomfield City Council in 2009 and was reelected in 2013.
61. In July 2017, he was appointed as the interim CEO and President of the Broomfield Chamber of Commerce following the departure of Jennifer Kerr.
62. The Chamber CEO and President duties include promoting the Chamber and its members' interests. Chamber members include area businesses who pay dues that fund, among other things, the salary of the CEO and President.
63. XOG – Extraction Oil and Gas, Inc. – is a member of the Broomfield Chamber of Commerce.
64. Mr. Taylor's salary as President and CEO of the Chamber of Commerce is paid in part by XOG, and as CEO and President his job includes promoting the interests of XOG as a Chamber member.
65. Since becoming the Chamber CEO and President, Mr. Taylor participated in an executive session on October 3, 2017 and a City Council meeting on October 10, 2017, both regarding the draft MOU with XOG. He did not recuse himself or otherwise mention or discuss his business relationship with XOG.

66. Mr. Taylor intends to participate in the City Council meeting on October 24, 2017 and likewise intends to participate in the discussion and vote on the proposed amended MOU with XOG.

FIRST CLAIM FOR RELIEF

Open Meeting Laws, C.R.S. 24-6-402

67. Plaintiffs incorporate by reference all of the allegations contained in Paragraphs 10–59.

68. Pursuant to C.R.S. § 24-6-402(9)(a), “Any person denied or threatened with denial of any of the rights that are conferred on the public by this part 4 has suffered an injury in fact and, therefore, has standing to challenge the violation of this part 4.”

69. To determine standing to bring suit under open meetings law. Colorado courts apply the two-prong *Wimberly v. Ettenberg*, 194 Colo. 163, 570 P.2d 535 (1977), test. To satisfy that test, a plaintiff must establish that (1) he or she suffered an injury in fact and (2) the injury was to a legally protected interest. *Weisfield v. City of Arvada*, 2015 COA 43, 361 P.3d 1069. Plaintiffs, as members of the public residing in the City and County of Broomfield, possess standing to challenge the denial of their rights under the Open Meeting Law (“OML”) requirements of the Colorado Sunshine Act.

70. The OML requires public meetings to be open to the public at all times. C.R.S. § 24-6-402(2)(a).

71. A public meeting is defined as “[a]ll meetings of two or more members of any state public body at which any public business is discussed or at which any formal action may be taken.” *Id.*

72. Additionally, “‘meeting’ means *any* kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.” C.R.S. § 24-6-402(1)(b) (emphasis added).

73. The OML states as its underlying policy that “the formation of public policy is public business and may not be conducted in secret.” C.R.S. § 24-6-401. For this reason, the Colorado Supreme Court has recognized that the OML is “clearly intended to afford the public access to a broad range of meetings at which public business is considered.” *Benson v. McCormick*, 195 Colo. 381, 383, 578 P.2d 651, 652 (1978); accord *Cole v. State*, 673 P.2d 345, 347 (Colo. 1983) (quoting *Benson*).

74. The public meetings laws are interpreted broadly to further the legislative intent that citizens be given a greater opportunity to become fully informed on issues of public importance so that meaningful participation in the decision-making process may be achieved. *Cole v. State*, 673 P.2d 345 (Colo. 1983).

75. Actions which are improperly taken without full and timely notice are invalid. *Hyde v. Banking Bd.*, 38 Colo. App. 41, 552 P.2d 32 (1976).
76. If a local public body fails strictly to comply with the requirements set forth to convene an executive session, it may not avail itself of the protections afforded by the executive session exception. Therefore, if an executive session is not properly convened, it is an open meeting subject to the public disclosure requirements of the open meetings law. *Gumina v. City of Sterling*, 119 P.3d 527 (Colo. App. 2004).
77. Because the Broomfield City Council improperly held secret, unnoticed meetings via various forms of electronic communications regarding regular council business which were neither noticed nor disclosed to the public, its actions violated C.R.S. § 24-6-402.
78. Because the Broomfield City Council improperly acted in executive session, its actions violated C.R.S. § 24-6-402.

SECOND CLAIM FOR RELIEF

Colorado Open Records Act, C.R.S. § 24-72-101 *et. seq.*

79. Plaintiffs incorporate by reference all of the allegations contained in Paragraphs 9–53.
80. The Colorado Open Records Act (“CORA”), C.R.S. § 24-72-101 *et. seq.* entitles any person to request public records, including records of any public meeting.
81. On October 4, 2017, The Broomfield Way, on its own behalf and on behalf of residents of Broomfield, filed four CORA requests with the City and County of Broomfield seeking emails, text messages, and communications between and among members of Broomfield City Council on specific dates and times in the month of September.
82. The City responded to the CORA requests with a demand for a deposit on October 10, 2017. The deposit was promptly remitted to the City on October 11, 2017.
83. Some responsive records were produced on October 17, 2017, with a representative of the City stating that more documents would be provided at a later date when they became available.
84. On information and belief, the City failed to disclose all text messages sent from Councilmembers that were sent to or received by other members of City Council.
85. After reviewing the provided records and not receiving additional records in a timely manner, The Broomfield Way provided notice to the City pursuant to

C.R.S. § 24-72-204(5)(a) on October 18, 2017. Receipt of the notice was acknowledged by the City.

86. In response to The Broomfield Way's inquiry into whether records had been destroyed by members of Council, the City stated, "The City cannot speak to the retention policies or procedures of individual councilmembers. The procedures vary from individual to individual. To the best of our knowledge, all public records responsive to your request were provided and no portion of your request was denied or withheld."
87. On multiple occasions, without statutory authorization or legal justification, the City and County of Broomfield failed to fully and forthrightly disclose documents as required by CORA, withholding email communications and text messages.
88. Plaintiffs are entitled to an award of attorneys' fees and costs pursuant to C.R.S. §24-72-204(5)

SECOND CLAIM FOR RELIEF

Ethics Violations and Failure to Recuse

89. Plaintiffs incorporate by reference all of the allegations contained in Paragraphs 10–59.
90. The Colorado Constitution, Art. XXIX, requires that public officers, including county commissioners, must "avoid conduct that is in violation of their public trust or that creates a justifiable impression among members of the public that such trust is being violated," which includes participating in voting and other official acts that directly benefit the officer through business relations.
91. The Broomfield Ethics Code, BMC § 2-70-010 *et seq.*, provides, "The city council intends to prohibit the appearance of impropriety as well as actual conflicts of interest." The Code prohibits conflicts of interests and states, "The interested elected official or appointee shall thereafter (1) refrain from voting upon or otherwise acting in an official capacity in such transaction; (2) physically absent himself or herself from the room in which the matter is being considered; and (3) not discuss the matter with any other member of the city council, board, authority, or commission of which the person is a member." BMC § 2-70-030(C).
92. The Broomfield Ethics Code further prohibits the use of public office for private gain and declares, "No elected official or appointee shall use his or her official position for private gain or for the private gain of any person with whom the elected official or appointee has a business relationship, or otherwise engage in any activity that creates an appearance of impropriety." BMC § 2-70-040(A).

93. Because of her significant financial ties to real estate entities with interests in locating the new wells to be authorized by the amended MOU, Councilmember Law-Evans should be enjoined from further participation on the MOU until an independent ethics commission can decide whether her participation heretofore resulted in significant violations of the ethics rules and ordinances of the City.
94. Because of his business ties to XOG itself, Councilmember Taylor should be enjoined from further participation on the MOU issue until an independent ethics commission can decide whether his participation heretofore resulted in significant violations of the ethics rules and ordinances of the City.

THIRD CLAIM FOR RELIEF

Spoliation of Evidence

95. Plaintiffs incorporate by reference all of the allegations contained in Paragraphs 10–59.
96. Colorado has criminal, ethical, and civil prohibitions on the destruction of evidence when it is done with an intent to prevent such records from being utilized in a legal or administrative proceeding. *See, e.g.*, C.R.S. § 18-8-610, Colo. R.P.C. Rule 3.4(a).
97. The City of Broomfield is required to retain records of its public proceedings for not less than 90 days, however in this case the City was requested to 1) reconsider its policy, and 2) specifically retain records of the January and February, 2017, executive sessions following a disagreement over whether the City had complied with the Open Meeting Laws in those sessions.
98. The City of Broomfield intentionally destroyed the records of the January and February executive sessions despite the specific retention request and ongoing legal dispute over the contents of those sessions.

PRAYER FOR RELIEF

Wherefore, Plaintiffs pray for the following relief:

- A. An Order declaring that the above-described conduct is in violation of the Colorado Sunshine Act, C.R.S. § 24-6-101 et. seq.
- B. An Order declaring the above-described conduct is in violation of the Colorado Open Meeting Laws, C.R.S. § 24-6-402.
- C. An Order declaring the City to be in violation of the Colorado Open Records Act, C.R.S. §24-72-201, et. seq.

- D. An Order requiring the City to immediately disclose all responsive records related to the CORA requests of The Broomfield Way and other residents' CORA requests.
- E. An Order declaring Elizabeth Law-Evans as having a conflict of interest with regard to negotiations and votes on the Memorandum of Understanding with Extraction Oil and Gas, Inc.
- F. An Order declaring Sam Taylor as having a conflict of interest with regard to negotiations and votes on the Memorandum of Understanding with Extraction Oil and Gas, Inc.
- G. An Order enjoining further City Council actions regarding the proposed amendments to the Memorandum of Understanding with Extraction Oil & Gas, Inc. until the Council complies with the Colorado Sunshine Act and Open Meeting Laws regarding earlier actions improperly taken in executive session, and until the nature and extent of the conflict of interest of Elizabeth Law-Evans and Sam Taylor be investigated.
- H. An Order requiring disclosure of records of any improperly designated "executive sessions".
- I. An Order requiring disclosure of correspondence on which a quorum of City Council members discussed Council business, including the proposed amendments.
- J. An Order requiring the recusal of any City Council member with a conflict of interest from any vote regarding the proposed amendments to the Memorandum of Understanding.
- K. An Order requiring the Defendant to pay the costs and expenses of this action incurred by Plaintiffs including, but not limited to, attorneys' fees pursuant to C.R.S. § 24-6-402(9)(b) and C.R.S. 24-72-204(5)(b).
- L. Any such further Orders as this Court may deem just and proper to effectuate the purposes of the Colorado Sunshine Act and Colorado Open Meeting Laws.

Dated: October 23, 2017

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Exhibit A

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Liz Law-Evans To Whom It May Concern:

At one point in time, Law and Evans Associates, Inc. (LEA), was co-listor on some properties for sale located near 160th and Huron. My husband and I own and operate LEA.

After consulting with the city and county attorney, Mr. Tuthill, we made the decision for LEA to withdraw from those listings. Any marketing or other materials that show LEA in any way associated with these properties is outdated.

Please note that the decision was made to walk away from these business situations in order that I might serve my community better. A significant amount of money was spent in pursuing these business situations. The decision was made to not only walk away from a job that could have put food on my family's table, but to walk away from the expenses already incurred.

I'd like to repeat that neither I nor Law and Evans Associates, Inc., has any financial or other interest in any of the properties near 160th and Huron.

If you have further questions, please let me know by email at either LizInWard1@gmail.com or ELaw-Evans@broomfieldcitycouncil.org. I will not be engaging in back-and-forth discussion on social media.

Liz Law-Evans

Like · Reply · Message · 5 · October 18 at 6:25pm

EXHIBIT B

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