





Register of Actions

Filed by Plaintiff/Petitioner
Filed by Defendant/Respondent
Filed by Court

Case Number: 2020CV030094
Case Type: Money
Case Caption: Kingston, Molly v. Burke, Todd D

Division: 3
Judicial Officer: J. Chris Larson
Court Location: Boulder County

| Filing ID | Date Filed | Authorizer | Organization | Filing Party | Document | Document Title | Document Security |
|---------------|------------------------|----------------------------------|---------------------------|-------------------|--|---|-------------------|
| N/A (Details) | 05/18/2021 7:44 AM | Patrick D Butler | Boulder County | N/A | Order | Order:Order RE: Granting Motion to Withdraw | Public |
| 9F1FCBBD8891E | 05/03/2021 1:12 PM | Thomas Mattson | Thomas Mattson Law | Todd D Burke | Motion to Withdraw | Motion to Withdraw | Public |
| | | | | | Proposed Order | Order RE: Granting Motion to Withdraw | Public |
| N/A (Details) | 11/30/2020 8:16 AM | Patrick D Butler | Boulder County | N/A | Order | Order: Joint Stipulation for Dismissal- So Ordered | Public |
| N/A (Details) | 11/30/2020 8:16 AM | Patrick D Butler | Boulder County | N/A | Order | Order: Proposed Order re: Joint Stipulation for Dismissal- So Ordered | Public |
| N/A | 11/30/2020 | N/A | N/A | N/A | Case Closed | N/A | |
| 9E0A60C02B9D7 | 11/25/2020 12:30 PM | Martin James Champagne Jr. | Champagne Law Firm LLC | Molly Kingston | Stipulation | Joint Stipulation for Dismissal | Public |
| | | | | | Proposed Order | Proposed Order re: Joint Stipulation for Dismissal | Public |
| N/A (Details) | 11/09/2020 2:12 PM | J. Keith Collins | Boulder County | N/A | Order | Order:Certification of Mediation/ADR Compliance | Public |
| 2DC266F97B086 | 11/09/2020 8:30 AM | Martin James Champagne Jr. | Champagne Law Firm LLC | Molly Kingston | Certificate | Certification of Mediation/ADR Compliance | Public |
| N/A (Details) | 07/09/2020 4:52 PM | Andrew Ross Macdonald | Boulder County | N/A | Order | Scheduling Order - 2D Court Trial for the week of Jan. 18, 2021 | Public |
| N/A | 07/09/2020 12:00 AM | N/A | N/A | N/A | ADR Order | N/A | |
| N/A (Details) | 06/29/2020 11:37 AM | Andrew Ross Macdonald | Boulder County | N/A | Notice | Notice of Potential Trial Dates - 2-day Court Trial | Public |
| N/A (Details) | 06/26/2020 1:47 PM | J. Keith Collins | Boulder County | N/A | Order | Order:Proposed Order - Case Management | Public |
| N/A (Details) | 06/26/2020 1:14 PM | J. Keith Collins | Boulder County | N/A | Order | **DISREGARD - UPLOADED IN ERROR** | Sealed |
| 8C5DB4D1817AB | 06/25/2020 4:25 PM | Martin James Champagne Jr. | Champagne Law Firm LLC | Molly Kingston | Proposed Order - Case Management | Proposed Order - Case Management | Public |
| CB09CE7C43EB2 | 06/01/2020 2:52 PM | Thomas Mattson | Thomas Mattson Law | Todd D Burke | Disclosure Certificate | Certificate CRCP Rule 26 Disclosures | Public |
| N/A (Details) | 05/19/2020 10:07 AM | J. Keith Collins | Boulder County | N/A | Order | Order | Public |

| Filing ID | Date Filed | Authorizer | Organization | Filing Party | Document | Document Title | Document Security |
|---------------|-----------------------|----------------------------|------------------------|----------------|--|---|-------------------|
| N/A (Details) | 03/17/2020 2:44 PM | J. Keith Collins | Boulder County | N/A | Order  | Special Procedural Order | Public |
| N/A (Details) | 03/03/2020 4:11 PM | J. Keith Collins | Boulder County | N/A | Notice of Hearing  | Notice of Hearing - CMC | Public |
| N/A (Details) | 02/21/2020 | J. Keith Collins | Boulder County | N/A | Order | Pre-Trial Order | Public |
| 32618A5C1DD3B | 02/20/2020 4:25 PM | Thomas Mattson | Thomas Mattson Law | Todd D Burke | Answer | Answer | Public |
| 3D210B1741AFD | 02/06/2020 4:50 PM | Martin James Champagne Jr. | Champagne Law Firm LLC | Molly Kingston | Return of Service | Return of Service on Lois Evans as Personal Assistant to Todd D Burke on 1-29-2020 in Denver County | Public |
| 20508F86B6B4E | 01/29/2020 1:39 PM | Martin James Champagne Jr. | Champagne Law Firm LLC | Molly Kingston | Complaint  | Complaint | Public |
| | | | | | Summons  | Summons | Public |
| | | | | | Civil Case Cover Sheet  | Civil Case Cover Sheet; 16.1 Not Applicable | Public |

Party Information

| Party Name | Party Type | Party Status | Attorney/Paraprofessional Name |
|----------------|------------|--------------|---|
| Molly Kingston | Plaintiff | Active | MARTIN JAMES CHAMPAGNE (Champagne Law Firm LLC) |
| Todd D Burke | Defendant | Active | N/A |

| | |
|---|--|
| DISTRICT COURT, Boulder County STATE OF COLORADO 1777 6 th St. Boulder, CO 80302 | DATE FILED January 29, 2020 1:39 PM FILING ID: 20508F86B6B4E CASE NUMBER: 2020CV30094 |
| Molly Kingston, Plaintiff v. Todd D. Burke, Defendant, | <div style="text-align: center;">▲ COURT USE ONLY ▲</div> Case Number: Div.: |
| <u>Attorney for Plaintiff Molly Kingston:</u> Martin J. Champagne, Jr. Champagne Law Firm, LLC 1626 N. Washington St. Denver, CO 80203 Telephone: (303) 625-4038 Facsimile: (720) 899-5551 Email: mjc@champagne-law.com Registration Number: #46554 | |
| COMPLAINT | |

COMES NOW, the plaintiff, MOLLY KINGSTON, an individual, by and through their undersigned counsel, and pursuant to applicable law, and for their complaint against defendant, TODD D. BURKE, an individual, alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff, MOLLY KINGSTON, is an individual that resides in Incline Village, Nevada.
2. Defendant, TODD D. BURKE, is an individual that resides at 1247 Westview Drive, Boulder, Colorado and has a business address of 7100 Broadway, Suite 3E, Denver, Colorado. Defendant is not in the military.
3. The district court has jurisdiction over this controversy as the cause of action accrued in Colorado. Venue in Boulder County, Colorado is proper because defendant resides in Boulder County.

4. The amount in controversy is more than \$100,000.00

GENERAL ALLEGATIONS OF FACT

5. On September 17, 2014 plaintiff and defendant signed a promissory note. Per the terms of the promissory note, plaintiff loaned defendant \$221,000.00. Defendant agreed to repay the amount with interest.

6. Subsequently, plaintiff and defendant entered into an “Amended and Restated Promissory Note” (hereafter, “the Note”) effective as of April 5, 2016. The Note revised and superseded the terms of the previous promissory note.

6. Per the terms of the Note, the principle and accrued interest owed to plaintiff as of March 31, 2015 was \$247,000.00. Defendant agreed to pay the foregoing amount plus interest in monthly interest only installments with any remaining balance due to be paid on or before September 30, 2024.

7. Paragraph 4 of the Note provided that in the event the defendant defaults in the performance of any obligation under the Note, the plaintiff may declare the principle and interest due and owing immediately due and payable.

8. Paragraph 5 of the Note provided that all costs, including attorney’s fees, incurred in enforcing the Note as a result of a default by defendant would be owed by defendant in addition to the principle and interest.

9. The Note was secured by “any and all future asset acquisitions or held business interests owned or controlled by [defendant] up to the full amount of the note[.]”. A UCC Financing Statement has been filed with the Colorado Secretary of State perfecting the foregoing interest.

10. Defendant has failed to make the payments as agreed under the Note despite repeated demands from plaintiff.

11. On October 16, 2019, plaintiff declared a default and demanded the immediate payment of all principle and interest due on the Note.

12. Defendant has failed to pay the entire principle and interest due on the note.

13. Plaintiff has retained the undersigned counsel to pursue this matter and is entitled to reimbursement for the reasonable attorney's fees and costs in connection with this action pursuant to the terms of the Note.

**FIRST CLAIM FOR RELIEF:
PAYMENT OF DEBT**

14. Plaintiff realleges paragraphs 1-13.

15. The money owed to plaintiff is a liquidated debt or an unliquidated determinable amount of money.

16. Defendant has failed and/or refused to pay the debt owed to plaintiff. Plaintiff has suffered damage as a result.

WHEREFORE, plaintiff moves for a judgment against defendant for the money owed under the Note plus reasonable attorney's fees and costs.

**SECOND CLAIM FOR RELIEF:
UNJUST ENRICHMENT**

17. Plaintiff realleges paragraphs 1-13.

18. Defendant has received money from plaintiff and refused to repay it.

19. The circumstances are such that would make it unjust for the defendant to retain the benefit without commensurate compensation to plaintiff.

20. Plaintiff has been damaged as a result.

WHEREFORE, plaintiff demands judgment against defendant plus pre-judgment interest, and attorney's fees and costs of this action.

**THIRD CLAIM FOR RELIEF:
BREACH OF CONTRACT**

21. Plaintiff realleges paragraphs 1-13.

22. Plaintiff and defendant entered into the Amended and Restated Promissory Note which is a valid and enforceable contract.

23. Defendant has breached the agreement by not making payments on the Note and by not paying the balance and interest due and owing upon the declaration of a default.

24. Plaintiff has suffered damages as a result.

WHEREFORE, plaintiff demands judgment against defendant for damages including the principle, interest on the Note, pre-judgment interest, attorney's fees and costs as provided for under the Note, interest and whatever other relief this court deems appropriate.

**FOURTH CLAIM FOR RELIEF:
FORECLOSURE OF SECURITY INTEREST**

25. Plaintiff realleges paragraphs 1-13.

26. Defendant granted plaintiff a security interest in "any and all future asset acquisitions or held business interests owned or controlled by [defendant] up to the full amount of the note[.]".

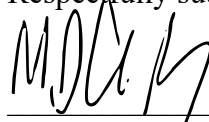
27. Plaintiff has perfected the security interest.

28. Defendant has defaulted on the obligations of the Note and plaintiff has declared a default and notified defendant of the default.

WHEREFORE, plaintiff demands judgment against defendant as follows: (a) requiring defendant to collect and identify "any and all future asset acquisitions or held business interests owned or controlled by [defendant] up to the full amount of the note[.]"; (b) foreclosing and barring defendant and all persons claiming by or through defendant, of all equity and right of redemption in and to any of the collateral; and (c) assigning all of defendant's right, title and interest in the collateral to plaintiff; and (d) granting plaintiff such other and further relief as the court may deem equitable, just and proper consistent with this prayer for relief.

DATED: January 28, 2020.

Respectfully submitted,



Martin J. Champagne, Jr., #46554
CHAMPAGNE LAW FIRM, LLC

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Attorney for Plaintiff Molly Kingston

In accordance with C.R.C.P. 121 §1-26(7) a copy of this document with original signatures is maintained by the filing party and will be made available for inspection by other parties or the court upon request.