

DOUGLAS COUNTY DISTRICT COURT, COLORADO
4000 Justice Way Ste. 2009, Castle Rock, CO, 80109

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CASE NUMBER: 2023CV30836 ▲

Plaintiff: **SCOTT ROBBINS INC.**, a Colorado Corporation.

Defendant: **RICK GILLIT INSURANCE AGENCY, LLC**, a Colorado Limited Liability Company.

Attorneys for Plaintiff:
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Case No.:

Division:

COMPLAINT AND JURY DEMAND

PLAINTIFF, Scott Robbins Inc., by through his counsel, Underhill Law, P.C., submits this Complaint and Jury Demand as follows:

STATEMENT OF THE CASE

Mr. Rick Gillit in the name of Rick Gillit Insurance Agency, LLC signed a promissory note owed to Scott Robbins. The face amount of the note is \$240,000.00 and is dated October 1, 2018, with regular payments of \$4,724.03 due on the 5th of each month. Mr. Rick Gillit failed to make these payments as per the promissory note, making payments only for the period starting from January 1, 2019, to December 2022. Since then, no payments have been made. Mr. Robbins brings this action to enforce the promissory note, or all amounts due under it.

PARTIES, VENUE, AND JURISDICTION

1. Plaintiff Scott Robbins Inc. is a Colorado corporation with a principal place of business located at 12477 N 2nd St, Parker, Colorado, 80134 and a registered agent of Mr. Scott Robbins, located at 12477 N 2nd St, Parker, Colorado, 80134.

2. Rick Gillit Insurance Agency, LLC, is a Colorado corporation with a principal place of business located at 407 Ridgewood Ave, Colorado Springs, CO, 80906 and a registered agent of Richard Gillit, located at 407 Ridgewood Ave, Colorado Springs, CO, 80906.

3. The venue and jurisdiction for this dispute is appropriate in this Court under C.R.S. § 6-4-110(2).

GENERAL ALLEGATIONS

4. On October 1, 2018, Rick Gillit Insurance Agency, LLC (Borrower) received a promissory note in the value of \$240,000.00 from Scott Robbins Inc., (Lender) referred to as the 'borrowed money.' Interest accruing on the unpaid balance was at the rate of 6.75 percent (%) per annum.

5. The repayments of the borrowed money were to begin on October 1, 2018, via installments on the Fifth (5th) of every month, and the full balance of the Note, including any accrued interest and late fees, due and payable on October 1, 2023. Further, late payment fee of \$50.00 was decided for every occurrence of payment being late.

6. The note also provided that in the event the Borrower failed to pay the note in full on the Due Date, unpaid principal shall accrue interest at the maximum rate allowed by the law, until the Borrower is no longer in default.

7. The borrower made no payments for the period starting from October 1, 2018, to January 1, 2019.

8. The installment repayments were then made from January 2019 until the calendar year 2023. Again, no payments have been made at all since January 5, 2023, until the present.

9. Interest has accrued on these non-payments at the rate of 45 percent (%) per annum as per the contract at the maximum amount allowed by Colorado laws. Late payment fees have also occurred on all the occurrences of non-payment.

10. Mr. Richard Gillit is also the guarantor for this promissory note, personally responsible for all the liabilities and obligations on behalf of the Borrower including the payment of principal, late fees, and all accrued interest under the terms of the notice.

11. Mr. Robbins has repeatedly asked Mr. Gillit to make the payment but has received no response. The Plaintiff is accruing continuing attorney fees and costs as well waiting on repayment.

FIRST CLAIM FOR RELIEF

Breach of Contract Plaintiff against Defendant

12. Plaintiff incorporates the other allegations of this Complaint as if set forth here.

13. Rick Gillit Insurance Agency, LLC, with Mr. Richard Gillit acting as CEO, entered into a contract with Scott Robbins Inc., with Mr. Scott Robbins acting as CEO.

14. Mr. Robbins performed by lending Mr. Gillit an amount of \$240,000.00.

15. Mr. Gillit materially breached by failing to repay the amount by the due and payable date of October 1, 2023.

16. As a result of the breach, Mr. Robbins has been damaged. He was supposed to receive his principal amount lent along with interest by October 1, 2023. He has neither received the payment nor any response from Mr. Gillit.

WHEREFORE, Plaintiff seeks the relief set forth below.

SECOND CLAIM FOR RELIEF

**Promissory Estoppel
Plaintiff against Defendant**

17. Plaintiff incorporates all other paragraphs of this Complaint as if set forth the here.

18. The claim is asserted in the alternative, to the extent that the Defendant is not found to have a contract with the Plaintiff.

19. Mr. Gillit promised to repay the loan amount in full along with interest on the date the Note became due and payable.

20. Mr. Gillit should have reasonably expected to induce action or forbearance of a definite and substantial character on part of Mr. Robbins, including but not limited to, Mr. Robbins expecting an amount including the principal lent and interest on it available to him in cash flow for business purpose, further investment.

21. Mr. Robbins was induced by Mr. Gillit's promise to take action or forbear from action.

22. The circumstances are such that injustice and continuing damage to Mr. Robbins can be prevented only by enforcing Mr. Gillit's promise to repay.

WHEREFORE, Plaintiff seeks the relief set forth below.

THIRD CLAIM FOR RELIEF

**Unjust Enrichment
Plaintiff against Defendant**

23. Plaintiff incorporates all other paragraphs of this Complaint as if set forth here.

24. The claim is asserted in the alternative to the extent that the Defendant is not found to have a contract with the Plaintiff.

25. Mr. Robbins conferred a benefit on Mr. Gillit by lending him money in the amount of \$240,000.00. Repayment was made due and payable after five (5) years of such loan.

26. Mr. Gillit, as a result, received full and free use of such funds, the benefit of which he realized.

27. Mr. Gillit accepted the benefit conferred under the Note that it would be inequitable for Mr. Gillit to retain the benefit without payment of its value.

28. Mr. Gillit's actions in accepting this benefit without repaying it were wrongful.

29. If the parties' contract is not enforced, Mr. Robbins may lack an adequate remedy at law.

WHEREFORE, Plaintiff seeks the relief set forth below.

PRAYER FOR RELIEF

Plaintiff Scott Robbins seeks the following relief:

AN ORDER for specific performance requiring Mr. Gillit to repay the Borrowed money along with late fees and interest accrued.

DAMAGES to be determined at trial, but to include the balance being wrongly withheld by Defendant, the amount of late fees accrued on every occurrence of nonpayment, interest on the Borrowed Money, in addition interest to the extent fully allowable under the law as provided by the Note for non-repayment of the Borrower Money from the due and payable date, attorney fees, and costs as permitted by law or contract, and other statutory penalties under the laws of Colorado.

GOOD FAITH CHANGE IN THE LAW

To the extent that this Court determines all or any of Plaintiff's claims fail to state a claim upon which relief is to be granted, in that event Plaintiff states that the claim was brought for the purpose of extending, limiting, modifying, or reversing existing precedent, law, or regulation and identifies the authority relied upon justifying any dismissal as the authority to extend, limit, modify, or reverse.

RIGHT TO AMEND

Plaintiff Mr. Robbins reserves the right to amend this and any other pleading as facts are learned in discovery or for any other reason.

JURY DEMAND

Plaintiff Mr. Robbins demands a jury on all claims and issues raised by any party in this action.

DATED: October 30, 2023:

UNDERHILL LAW, P.C.

/s/ Colin E. Moriarty
Colin E. Moriarty, #36865
Jessica L. Carnes, #50445