

<p>COUNTY COURT, LARIMER COUNTY, COLORADO</p> <p>Larimer County Justice Center 201 La Porte Avenue, Suite 100 Fort Collins, CO 80521-2761 (970) 498-6100</p>	<p>DATE FILED: March 26, 2019 1:42 PM FILING ID: E66BD71AFDE4E CASE NUMBER: 2013C31608</p>
<p>Plaintiff:</p> <p>COLLEGEAMERICA DENVER, INC. n/k/a CENTER FOR EXCELLENCE IN HIGHER EDUCATION, INC. d/b/a COLLEGEAMERICA,</p> <p>v.</p> <p>Defendant:</p> <p>DEBBI POTTS.</p>	<p>▲ COURT USE ONLY ▲</p> <hr/> <p>Case No. 13C31608</p> <p>Division 5D</p>
<p><i>Attorneys for Plaintiff:</i></p> <p>Raymond W. Martin (Atty. Reg. #8055) Wheeler Trigg O'Donnell LLP 370 Seventeenth Street, Suite 4500 Denver, Colorado 80202-4647 (303) 244-1800 (303) 244-1879 Facsimile martin@wtotrial.com</p>	
<p align="center">PLAINTIFF'S STATEMENT OF THE CASE</p>	

Plaintiff CollegeAmerica (the "College") submits this Statement of the Case.

Defendant Debbi Potts is the former Campus Director for CollegeAmerica's Cheyenne, Wyoming campus. She resigned from her employment with the College on July 16, 2012. On September 1, 2012, Ms. Potts and CollegeAmerica entered into a one-page agreement (the "Agreement"). This lawsuit only involves three of the provisions of the Agreement.

The relevant provisions of the Agreement involving promises made by CollegeAmerica were its promise to pay Ms. Potts \$7,000 and its promise to withdraw its appeal of Ms. Potts' claim for unemployment compensation benefits. The College asserts that it fulfilled each of these obligations by paying Ms. Potts \$7,000 and by withdrawing its appeal of Ms. Potts' unemployment claim.

The relevant provision of the Agreement involving promises made by Ms. Potts was her promise that she would not "intentionally with malicious intent (publicly or privately) disparage the reputation of CollegeAmerica or any of its related entities. The College contends that Ms. Potts breached her promise in December of 2012, making disparaging statements about the

College to a former CollegeAmerica employee, Ken Barnhart, through the social networking site LinkedIn and in email.

After the College learned of the disparaging statements, the College sent Ms. Potts a letter on January 11, 2013, informing her that it had learned that she had been disparaging the College and asking for the return of the \$7,000 that Ms. Potts received under the Agreement. Ms. Potts refused to return the \$7,000.

The College seeks a judgment for the return of the \$7,000 payment that it made to Ms. Potts, plus interest, costs and any other relief provided by law on the basis of Ms. Potts breach of the Agreement, or in the alternative, on the basis of promissory estoppel or unjust enrichment.

Dated: March 26, 2019

Respectfully submitted,

s/ Raymond W. Martin

Raymond W. Martin

Attorney for Plaintiff CollegeAmerica

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing **PLAINTIFF'S STATEMENT OF THE CASE** was served in the manner indicated below this 26th day of March, 2019 to the following:

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