

DISTRICT COURT, COUNTY OF PUEBLO, STATE OF COLORADO Pueblo Combined Court 501 N. Elizabeth Street Pueblo, CO 81003	
Plaintiffs: SETH JOHNSON and STACEY JOHNSON, a married couple, and FRANK ELMER, RAFAEL VELEZ, v. Defendant: SAN ISABEL ELECTRIC ASSOCIATION, INC.	▲ COURT USE ONLY ▲
Attorneys for Defendant: Philip P. Romero, Esq. (Reg. #61803) WADDELL SERAFINO GEARY RECHNER JENEVEIN, PC 1717 Main Street, 25th Floor Dallas, TX 75201 Telephone: (214) 979-7400 promero@wslawpc.com	Case No.: 2026CV30580 Div.: 405
ANSWER AND JURY DEMAND	

Defendant San Isabel Electric Association, Inc. (“SIEA”), through its undersigned counsel, submits this Answer and Jury Demand (“Answer”) to the Amended Complaint and Jury Demand (“Complaint”).

SIEA states that the allegations of the Paragraph preceding Paragraph 1 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of the Paragraph preceding Paragraph 1 of the Complaint.

1. SIEA states that the allegations of Paragraph 1 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 1 of the Complaint, except admits that the Aspen Acres Fire ignited on June 29, 2026, and burned an area in Pueblo County, Colorado.

2. SIEA denies the allegations of Paragraph 2 of the Complaint, except admits that the Aspen Acres Fire ignited on June 29, 2026, and burned an area in Pueblo County, Colorado. SIEA is without knowledge or information sufficient to form a belief as to the truth of the allegations concerning the witness’ observations and reports of Paragraph 2 of the Complaint and the accompanying photographs, Figures 1 through 3.

3. SIEA denies the allegations of Paragraph 3 of the Complaint, except admits that SIEA is a member-owned, not-for-profit electric cooperative serving roughly 20,000 to 25,000

members in southern Colorado, and that SIEA owns and operates certain electric distribution facilities in the vicinity of Colorado State Highway 165. SIEA denies that it owed or breached any duty to Plaintiffs, and states that the remaining allegations of Paragraph 3 regarding the scope of any duty constitute legal conclusions to which no response is required.

4. SIEA denies the allegations of Paragraph 4 of the Complaint.

5. SIEA states that the allegations of Paragraph 5 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 5 of the Complaint and therefore denies them.

6. SIEA states that the allegations of Paragraph 6 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 6 of the Complaint, except states that it is without knowledge or information sufficient to form a belief as to the truth of the allegation that Plaintiffs have suffered significant property damages and bodily injury, and emotional, physical or financial damages.

7. SIEA states that the allegations of Paragraph 7 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 7 of the Complaint and therefore denies them.

8. SIEA admits that it is a member-owned, not-for-profit cooperative electric association organized and existing under Colorado law, with its principal place of business at 781 E. Industrial Boulevard, Pueblo, Colorado 81007. SIEA further admits that it conducts business in Colorado. SIEA denies that it committed any tortious wrongdoing and denies the remaining allegations in Paragraph 8.

9. SIEA states that the allegations of Paragraph 9 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 9 of the Complaint, except that SIEA is without knowledge or information sufficient to form a belief as to the truth of the allegations concerning Plaintiffs' damages.

10. SIEA states that the allegations of Paragraph 10 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 10 of the Complaint, except admits that Plaintiffs purport to invoke this Court's personal jurisdiction over SIEA pursuant to the statutes cited therein.

11. SIEA states that the allegations of Paragraph 11 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 11 of the Complaint, except admits that Plaintiffs purport to invoke this Court's personal jurisdiction over SIEA.

12. SIEA states that the allegations of Paragraph 12 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 12 of the Complaint, except admits that Plaintiffs purport to invoke this Court's jurisdiction over SIEA pursuant to the constitutional article cited therein.

13. SIEA states that the allegations of Paragraph 13 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies

the allegations of Paragraph 13 of the Complaint, except admits that Plaintiffs purport to assert that venue in this Court is proper pursuant to the rule cited therein. Further, SIEA is without knowledge or information sufficient to form a belief as to the truth of the allegations concerning Plaintiffs' injuries.

14. SIEA states that the allegations of Paragraph 14 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 14 of the Complaint.

15. SIEA denies the allegations of Paragraph 15 of the Complaint, except admits that a fire (the "Aspen Acres Fire") ignited on June 29, 2026, and burned an area in Pueblo County, Colorado. SIEA is without knowledge or information sufficient to form a belief as to the truth of the allegations concerning the witness' observations in Paragraph 15 of the Complaint.

16. SIEA states that the allegations of Paragraph 16 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 16 of the Complaint.

17. SIEA denies the allegations of Paragraph 17 of the Complaint, except admits that SIEA owns and operates certain electrical distribution equipment in the vicinity of Colorado State Highway 165 near the Aspen Acres area, including at the time of the Aspen Acres Fire.

18. SIEA denies that it was involved in the Overland Fire referenced in Paragraph 18 of the Complaint and is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 18 and therefore denies them.

19. SIEA denies that it was involved in the Marshall Fire referenced in Paragraph 19 of the Complaint, denies that the Marshall Fire is relevant to Plaintiffs' claims, and is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 19, and therefore denies them.

20. SIEA states that the allegations of Paragraph 20 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 20 of the Complaint.

21. SIEA repeats and realleges its responses to the preceding Paragraphs with the same force and effect as if fully restated herein.

22. SIEA admits that Plaintiffs purport to bring a cause of action for inverse condemnation against SIEA.

23. SIEA states that the allegations of Paragraph 23 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 23 of the Complaint.

24. SIEA admits the existence of Article II, § 15 of the Colorado Constitution and refers to that Article for its contents.

25. SIEA states that the allegations of Paragraph 25 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 25 of the Complaint.

26. SIEA states that the allegations of Paragraph 26 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 26 of the Complaint.

27. SIEA states that the allegations of Paragraph 27 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 27 of the Complaint.

28. SIEA states that the allegations of Paragraph 28 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 28 of the Complaint.

29. SIEA states that the allegations of Paragraph 29 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 29 of the Complaint, except admits that SIEA's Electrical System is designed to transmit electricity via high-voltage lines, and that SIEA's electrical equipment includes system protection devices, including but not limited to fuses, breakers and reclosers.

30. SIEA states that the allegations of Paragraph 30 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 30 of the Complaint.

31. SIEA states that the allegations of Paragraph 31 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 31 of the Complaint, except admits that SIEA owns and operates electrical equipment near the subject location, and that SIEA and/or its agents performed inspections and maintenance of that electrical equipment.

32. SIEA states that the allegations of Paragraph 32 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 32 of the Complaint, except states that it is without knowledge or information sufficient to form a belief as to the truth of the allegation that Plaintiffs have sustained damages in excess of the jurisdictional amount.

33. SIEA repeats and realleges its responses to the preceding Paragraphs with the same force and effect as if fully restated herein.

34. SIEA states that the allegations of Paragraph 34 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 34 of the Complaint.

35. SIEA states that the allegations of Paragraph 35 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 35 of the Complaint.

36. SIEA states that the allegations of Paragraph 36 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 36 of the Complaint.

37. SIEA states that the allegations of Paragraph 37 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 37 of the Complaint, except states that it is without knowledge or

information sufficient to form a belief as to the truth of the allegation that Plaintiffs have suffered the special damages described therein.

38. SIEA is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 38 of the Complaint and therefore denies them.

39. SIEA states that the allegations of Paragraph 39 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 39 of the Complaint.

40. SIEA states that the allegations of Paragraph 40 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 40 of the Complaint.

41. SIEA repeats and realleges its responses to the preceding Paragraphs with the same force and effect as if fully restated herein.

42. SIEA denies the allegations of Paragraph 42 of the Complaint, except admits that, at the time of the Aspen Acres Fire, SIEA held an easement or right-of-way at the subject location, the scope and terms of which are set forth in the governing instrument(s), to which SIEA refers for their contents, and operated electrical distribution equipment thereon.

43. SIEA states that the allegations of Paragraph 43 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 43 of the Complaint.

44. SIEA states that the allegations of Paragraph 44 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 44 of the Complaint, except admits that SIEA owns electrical equipment in Colorado and the National Electrical Safety Code ("NESC") exists and refers to those rules and regulations for its contents.

45. SIEA states that the allegations of Paragraph 45 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 45 of the Complaint, except states that it is without knowledge or information sufficient to form a belief as to the truth of the allegation that Plaintiffs suffered the harms listed therein.

46. SIEA states that the allegations of Paragraph 46 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 46 of the Complaint.

47. SIEA repeats and realleges its responses to the preceding Paragraphs with the same force and effect as if fully restated herein.

48. SIEA is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 48 of the Complaint and therefore denies them.

49. SIEA denies the allegations of Paragraph 49 of the Complaint and specifically denies that it intentionally, willfully, or deliberately took any action that caused the Aspen Acres Fire or its entry onto Plaintiffs' properties.

50. SIEA states that the allegations of Paragraph 50 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 50 of the Complaint.

51. SIEA states that the allegations of Paragraph 51 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 51 of the Complaint, except states that it is without knowledge or information sufficient to form a belief as to the truth of the allegation that the fire entered Plaintiffs' properties and caused physical damage thereto.

52. SIEA states that the allegations of Paragraph 52 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 52 of the Complaint, except states that it is without knowledge or information sufficient to form a belief as to the truth of the allegation that Plaintiffs have suffered the special damages described therein.

53. SIEA states that the allegations of Paragraph 53 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 53 of the Complaint and therefore denies them.

54. SIEA states that the allegations of Paragraph 54 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 54 of the Complaint.

55. SIEA states that the allegations of Paragraph 55 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 55 of the Complaint, except admits that Plaintiffs purport to seek reasonable attorneys' fees and costs from SIEA.

56. SIEA repeats and realleges its responses to the preceding Paragraphs with the same force and effect as if fully restated herein.

57. SIEA states that the allegations of Paragraph 57 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 57 of the Complaint, except states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations concerning Plaintiffs' ownership or occupation of property.

58. SIEA states that the allegations of Paragraph 58 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 58 of the Complaint.

59. SIEA states that the allegations of Paragraph 59 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 59 of the Complaint.

60. SIEA states that the allegations of Paragraph 60 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 60 of the Complaint, except admits that Plaintiffs purport to seek the reasonable cost of repair or restoration of their property and/or loss-of-use damages to the extent allowable under Colorado law.

61. SIEA repeats and realleges its responses to the preceding Paragraphs with the same force and effect as if fully restated herein.

62. SIEA states that the allegations of Paragraph 62 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 62 of the Complaint and therefore denies them.

63. SIEA states that the allegations of Paragraph 63 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 63 of the Complaint and therefore denies them.

64. SIEA states that the allegations of Paragraph 64 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, SIEA denies the allegations of Paragraph 64 of the Complaint.

65. SIEA denies any and all allegations, statements, requests, prayers for relief or other provisions contained in the Complaint that are not expressly admitted herein. SIEA specifically denies that Plaintiffs are entitled to any of the relief requested in the Prayer for Relief, including Paragraphs A through O thereof.

AFFIRMATIVE DEFENSES

66. In addition to the affirmative defenses set forth below, SIEA reserves the right to assert additional defenses as they become known, or as they evolve during the litigation, and to amend this Answer accordingly.

FIRST AFFIRMATIVE DEFENSE

67. Plaintiffs' injuries and damages, if any, were caused in whole or in part by the acts or omissions of one or more third persons, including nonparties, over whom SIEA had no agency or control and for whose actions it cannot be held liable. Pursuant to C.R.S. § 13-21-111.5, SIEA is not liable for an amount of damages greater than its pro rata share of fault, if any, and is entitled to an apportionment of fault among all parties and any nonparties designated in accordance with C.R.S. § 13-21-111.5(3)(b).

SECOND AFFIRMATIVE DEFENSE

68. Plaintiffs' claims are barred or reduced by their comparative negligence pursuant to C.R.S. § 13-21-111.

THIRD AFFIRMATIVE DEFENSE

69. Plaintiffs' claims are barred or reduced by their failure to mitigate damages.

FOURTH AFFIRMATIVE DEFENSE

70. Plaintiffs' claims are barred or limited pursuant to the Colorado Premises Liability Act, C.R.S. § 13-21-115. To the extent SIEA is a "landowner" with respect to the property at issue, the Act provides the exclusive remedy and abrogates Plaintiffs' common-law negligence, trespass, and nuisance claims arising from conditions on that property.

FIFTH AFFIRMATIVE DEFENSE

71. Plaintiffs' damages, if any, are subject to or barred by C.R.S. § 13-21-111.6.

SIXTH AFFIRMATIVE DEFENSE

72. Plaintiffs' damages, if any, are subject to or barred by C.R.S. § 13-21-102.5.

SEVENTH AFFIRMATIVE DEFENSE

73. Plaintiffs' claims are barred or limited to the extent they involve matters within the jurisdiction of the Colorado Public Utilities Commission or are subject to the Commission's primary jurisdiction.

EIGHTH AFFIRMATIVE DEFENSE

74. Plaintiffs' claims are barred or limited, in whole or in part, by the terms, conditions, limitations, and protections contained in SIEA's articles of incorporation, bylaws, service rules and regulations, tariffs, rate schedules, and/or service agreements as adopted and approved by SIEA's board of directors and where applicable, filed with the Colorado Public Utilities Commission, to the extent applicable to Plaintiffs and to the electric service and facilities at issue. SIEA reserves the right to rely upon all such provisions as established through discovery.

NINTH AFFIRMATIVE DEFENSE

75. Plaintiffs may not be the real party-in-interest or have standing with respect to all or a portion of their claims, including to the extent any Plaintiff does not own the property allegedly damaged, has been compensated by an insurer holding subrogation rights, or is not a spouse of an injured person for purposes of the loss of consortium claim.

TENTH AFFIRMATIVE DEFENSE

76. Plaintiffs' claims are barred or limited by one or more intervening or superseding causes, acts of God or causes or contingencies beyond SIEA's control.

ELEVENTH AFFIRMATIVE DEFENSE

77. Plaintiffs' Complaint fails to state a claim upon which relief may be granted.

TWELFTH AFFIRMATIVE DEFENSE

78. Plaintiffs' claims are barred or reduced by their assumption of the risk pursuant to C.R.S. § 13-21-111.7.

THIRTEENTH AFFIRMATIVE DEFENSE

79. SIEA has complied with applicable laws, regulations and industry standards, including the National Electrical Safety Code and applicable vegetation-management practices, and such compliance demonstrates that due care and reasonable prudence were exercised. The claims in the Complaint are barred, in whole or in part, because the design, construction, operation, inspection, and maintenance of SIEA's facilities were consistent with available technology, applicable regulations, and prevailing utility industry standards.

FOURTEENTH AFFIRMATIVE DEFENSE

80. In the event SIEA is liable for injuries, damages or expenses, alleged in the Complaint, SIEA would be liable only to the extent that such injuries, damages or expenses, are reasonable and lawfully incurred. SIEA denies that the injuries, damages or expenses, alleged in the Complaint were lawfully incurred and therefore alleges that Plaintiffs are not entitled to recovery on such injuries, damages or expenses, in whole or in part.

FIFTEENTH AFFIRMATIVE DEFENSE

81. The Complaint fails to state facts sufficient to support an award of exemplary damages. No alleged act or omission of SIEA was attended by circumstances of fraud, malice, or willful and wanton conduct within the meaning of C.R.S. § 13-21-102(1)(a), and therefore any award of exemplary damages is barred.

SIXTEENTH AFFIRMATIVE DEFENSE

82. Plaintiffs' claims for exemplary damages are subject to C.R.S. § 13-25-127(2).

SEVENTEENTH AFFIRMATIVE DEFENSE

83. Any claim for exemplary damages at this stage of the pleadings, including the demands in Paragraphs 46 and 54 of the Complaint, is barred by C.R.S. § 13-21-102(1.5)(a), which prohibits including a claim for exemplary damages in an initial claim for relief, and Plaintiffs' damages, if any, are subject to or barred by C.R.S. § 13-21-102.

EIGHTEENTH AFFIRMATIVE DEFENSE

84. Plaintiffs' claims for exemplary damages are barred, in whole or in part, to the extent any award would violate SIEA's rights to due process and equal protection under the Fourteenth Amendment to the United States Constitution and Article II, § 25 of the Colorado Constitution, including the right not to be subjected to grossly excessive awards or multiple punishments for the same conduct. Any claim for exemplary damages is further limited by C.R.S.

§ 13-21-102, *State Farm Mutual Automobile Insurance Co. v. Campbell*, 538 U.S. 408 (2003), and *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996).

NINETEENTH AFFIRMATIVE DEFENSE

85. The Complaint fails to state a cause of action for which injunctive relief, pre-judgment interest or attorneys' fees and litigation expenses may be awarded.

TWENTIETH AFFIRMATIVE DEFENSE

86. Plaintiffs' inverse-condemnation claims are barred or limited because Plaintiffs cannot establish a taking or damaging of a compensable property interest by SIEA within the meaning of Article II, Section 15 of the Colorado Constitution.

TWENTY-FIRST AFFIRMATIVE DEFENSE

87. Plaintiffs' inverse-condemnation claims are barred or limited because Plaintiffs cannot establish that any alleged taking or damaging of their property was for a public purpose. Any alleged wildfire or resulting property damage was an unintended consequence of the alleged incident and was not undertaken for, or essentially to accomplish, a public purpose. See *American Family Mutual Insurance Co. v. American National Property & Casualty Co.*, 2015 COA 135, 370 P.3d 319; *Carousel Farms Metropolitan District v. Woodcrest Homes, Inc.*, 2019 CO 51, 442 P.3d 402.

TWENTY-SECOND AFFIRMATIVE DEFENSE

88. Plaintiffs' inverse-condemnation claims are barred or limited because SIEA did not exercise its eminent-domain authority, appropriate Plaintiffs' property, or acquire or use Plaintiffs' property for a public purpose. SIEA's statutory authority to exercise eminent domain, standing alone, does not establish a compensable taking or damaging.

TWENTY-THIRD AFFIRMATIVE DEFENSE

89. Plaintiffs' trespass claim is barred or limited because Plaintiffs cannot establish the requisite intent under Colorado law. Trespass requires an intentional entry onto another's property or an intentional act causing a thing or third person to enter the property; Colorado does not recognize negligent trespass. *Pub. Serv. Co. of Colo. v. Van Wyk*, 27 P.3d 377, 389 (Colo. 2001); *Antolovich v. Brown Grp. Retail, Inc.*, 183 P.3d 582, 602–03 (Colo. App. 2007). To the extent Plaintiffs' trespass claim is based upon an allegedly unintended ignition or spread of wildfire from SIEA's equipment or facilities, Plaintiffs cannot establish that SIEA intentionally performed the act constituting or inevitably causing the alleged intrusion.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

90. Plaintiffs' inverse-condemnation claim is barred because SIEA is a private, member-owned, not-for-profit cooperative and not a governmental entity, and the operation and

maintenance of its electric facilities do not constitute governmental action or a public improvement giving rise to liability under Article II, Section 15 of the Colorado Constitution.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

91. Plaintiffs' recovery for damage to real or personal property, if any, is limited to the proper measure of damages under Colorado law, and Plaintiffs may not recover duplicative damages for the same loss, including restoration costs, diminution in value, and loss of use.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

92. Plaintiffs are not entitled to treble damages, civil or statutory penalties, attorneys' fees, or medical monitoring, because no statute, contract, or recognized cause of action under Colorado law authorizes such relief on the claims alleged.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

93. Any duty of SIEA to inspect, trim, or remove vegetation is limited by the scope of its easement and right-of-way rights, and SIEA owed no duty to remove or manage trees or vegetation located outside the area over which it held legal rights of access and control.

PRAYER

WHEREFORE, having answered the Complaint, Defendant San Isabel Electric Association, Inc. requests that all claims be dismissed and that judgment be entered in its favor for costs, expert witness fees, attorneys' fees as permitted by law, including C.R.S. § 13-17-102, and such other relief as the Court deems appropriate.

DEFENDANT DEMANDS TRIAL TO A JURY

SIEA respectfully requests a trial by jury as to all issues so triable. SIEA reserves all rights with respect to the composition of the trial, including joinder of Plaintiffs.

DATED this 5th day of October 2026.

Respectfully submitted,

WADDELL SERAFINO GEARY RECHNER JENEVEIN, PC

/s/ Philip P. Romero

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ATTORNEYS FOR DEFENDANT

SAN ISABEL ELECTRIC ASSOCIATION, INC.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 5th day of October 2026, a true and correct image of the foregoing was e-filed through CCEFS and thereby served via electronic notification upon the following:

James W. Avery

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/s/ Philip P. Romero

PHILIP P. ROMERO