

ARAPAHOE COUNTY DISTRICT COURT  
7325 South Potomac Street  
Centennial, CO 80112

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Plaintiffs: ROBYN BELLAMY  
and  
MARK BELLAMY

vs.

Defendant: REVELATIONS IN CHRIST LLC, a  
Colorado limited liability company, *dba* HOLY  
GROUND REAL ESTATE

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Case Number: 22CV\_\_\_\_\_

**COMPLAINT WITH JURY DEMAND**

Plaintiffs Robyn and Mark Bellamy, through counsel, state the following  
Complaint.

**I. PARTIES**

1. Plaintiffs are residents of the State of Oregon.

2. Defendant Revelations in Christ LLC, is a Colorado limited liability company with its principal place of business located in Englewood, Colorado. At all times relevant to this Complaint, Revelations in Christ LLC, operated under the trade name Holy Ground Real Estate ("Holy Ground")

## **II. JURISDICTION AND VENUE**

3. Paragraphs 1 through 2 of this Complaint are incorporated by reference herein and made a part hereof.

4. The Constitution of the State of Colorado provides that the District Court shall be the trial court of record with general jurisdiction and shall have the original jurisdiction of all civil, probate, and criminal cases, except as otherwise provided by statute, and shall have such jurisdiction as may be prescribed by law. Constitution of the State of Colorado, Article VI, Section 9.

5. Venue is proper in this Court under C.R.C.P. 98.

## **III. FACTUAL ALLEGATIONS**

6. Paragraphs 1 through 5 of this Complaint are incorporated by reference herein and made a part hereof.

7. Defendant Holy Ground is a purported seller and provider of “Tiny Homes”. According to the website of Holy Ground, the company’s “driving passion is to spread the love of Christ to those in need.”

8. Plaintiffs Robyn and Mark Bellamy reside in Oregon.

9. In February 2021, Robyn Bellamy entered into a written agreement with Holy Ground for the design, sale, and delivery to Oregon of a Tiny Home. The agreed upon price was \$46,364.75.

10. Ms. Bellamy tendered that sum to Holy Ground, along with an additional \$1560 in March 2021, due to an installation upgrade. Thus, the total amount paid to Holy Ground by Ms. Bellamy in the spring of 2021 was \$47,924.75.

11. When Ms. Bellamy entered into the agreement with Holy Ground in February 2021, Holy Ground advised her that her Tiny Home would be built by the middle of July 2021. A few months later Holy Ground told her that the building of her Tiny Home would be delayed until the end of July because Holy Ground did not have a trailer upon which to construct her Tiny Home.

12. Sometime later, Holy Ground informed Ms. Bellamy that the building of her Tiny Home again had been rescheduled, this time until the end of October 2021. No

reason was given for the delay. After that, Holy Ground told her that construction of her Tiny Home would be delayed until the beginning of December 2021. Again, no reason was given for the change in production dates.

13. In November 2021, Holy Ground left Ms. Bellamy a voicemail, stating that production of her Tiny Home had been pushed to February 2022. In January 2022, she received an email from Holy Ground, stating that the building of her Tiny Home had been moved to March. In neither of these instances did Holy Ground provide Ms. Bellamy with a reason for the delay.

14. The last communication Ms. Bellamy received from Holy Ground was that her build had been moved to May 2022. Ms. Bellamy has received no indication that that occurred.

15. In the spring of 2022, Ms. Bellamy demanded that Holy Ground either refund her money or build her Tiny Home immediately. Holy Ground responded that it would refund her money only if the company could sell her unbuilt Tiny Home to someone else.

16. For his part, Mark Bellamy entered into a written agreement with Holy Ground in May 2021 for the design, sale, and delivery to Oregon of a Tiny Home. The agreed upon price was \$32,477, which would be paid in installments over the course of a year. Mr. Bellamy was not required to pay all the installments prior to the production and delivery of his Tiny Home to Oregon. From May 2021 through January 2022, Mr. Bellamy paid a total of \$21,646.50 toward the purchase price of his Tiny Home.

17. When Mr. Bellamy entered into the purchase agreement with Holy Ground in May 2021, Holy Ground informed him that his Tiny Home would be built by the end of October 2021. Similar to the experience of Ms. Bellamy with the Defendant, Holy Ground, without explanation, changed the putative build date to December 2021, and then to February 2022.

18. When it became apparent to Mr. Bellamy in early 2022 that the supposed February production would not occur, he ceased making the remaining installment payments on the building contract. In early February 2022, Mr. Bellamy demanded that Holy Ground either produce his Tiny Home within 30 days or provide him with a full refund of his money. Holy Ground did neither.

#### **IV. CLAIMS FOR RELIEF**

##### **A. FIRST CLAIM FOR RELIEF—BREACH OF CONTRACT (RBELLAMY)**

19. Paragraphs 1 through 18 of this Complaint are incorporated by reference herein and made a part hereof.

20. Ms. Bellamy had a contract with Holy Ground for the production and delivery of a Tiny Home.

21. Ms. Bellamy performed her obligation under the contract by tendering the agreed-upon price to Holy Ground.

22. Holy Ground breached the contract by failing to produce and to deliver the Tiny Home in a reasonable time, or, indeed, at all.

23. Ms. Bellamy has suffered damages as a result of Holy Ground's breach of their contract.

**B. SECOND CLAIM FOR RELIEF—BREACH OF CONTRACT (MBELLAMY)**

24. Paragraphs 1 through 23 of this Complaint are incorporated by reference herein and made a part hereof.

25. Mr. Bellamy had a contract with Holy Ground for the production and delivery of a Tiny Home.

26. Mr. Bellamy performed his obligations under the contract by making all installment payments due under the contract through January 2022, by which time it had become apparent that Holy Ground was not going to perform its obligations under the contract.

27. Indeed, Holy Ground breached the contract by failing to produce and to deliver the Tiny Home in a reasonable time, or, indeed, at all.

28. Mr. Bellamy has suffered damages as a result of Holy Ground's breach of their contract.

**C. THIRD CLAIM FOR RELIEF—UNJUST ENRICHMENT (RBELLAMY)**

29. Paragraphs 1 through 28 of this Complaint are incorporated by reference herein and made a part hereof.

30. In the event that some element of Robyn Bellamy's claim for breach of contract fails, Ms. Bellamy puts forward this claim in the alternative.

31. Holy Ground received a benefit from Ms. Bellamy, namely payment for construction and delivery of a Timely Home.

32. The benefit provided was at the expense of Ms. Bellamy

33. Holy Ground has given Ms. Bellamy nothing in return for the benefit conferred upon Holy Ground.

34. As such, it would be unjust for Holy Ground to retain the payments made to it by Ms. Bellamy.

**D. FOURTH CLAIM FOR RELIEF—UNJUST ENRICHMENT (MBELLAMY)**

35. Paragraphs 1 through 34 of this Complaint are incorporated by reference herein and made a part hereof.

36. In the event that some element of Mark Bellamy's claim for breach of contract fails, Mr. Bellamy puts forward this claim in the alternative.

37. Holy Ground received a benefit from Mr. Bellamy, namely payments for construction and delivery of a Timely Home.

38. The benefit provided was at the expense of Mr. Bellamy.

39. Holy Ground has given Mr. Bellamy nothing in return for the benefit conferred upon Holy Ground.

34. As such, it would be unjust for Holy Ground to retain the payments made to it by Mr. Bellamy.

**E. FIFTH CLAIM FOR RELIEF—CONVERSION (RBELLAMY)**

35. Paragraphs 1 through 34 of this Complaint are incorporated by reference herein and made a part hereof.

36. Holy Ground was required either to build Ms. Bellamy's Tiny Home or to refund her money.

37. Holy Ground's failure to do either constitutes a distinct, unauthorized act of dominion and ownership over Ms. Bellamy's property, namely her money.

38. As such, Holy Ground has committed the tort of conversion.

39. Ms. Bellamy has suffered damages as a result of Holy Ground's conversion of her property.

**F. SIXTH CLAIM FOR RELIEF—CONVERSION (MBELLAMY)**

40. Paragraphs 1 through 39 of this Complaint are incorporated by reference herein and made a part hereof.

41. Holy Ground was required either to build Mr. Bellamy's Tiny Home or to refund his money.

42. Holy Ground's failure to do either constitutes a distinct, unauthorized act of dominion and ownership over Mr. Bellamy's property, namely his money.

43. As such, Holy Ground has committed the tort of conversion.

44. Mr. Bellamy has suffered damages as a result of Holy Ground's conversion of his property.

**G. SEVENTH CLAIM FOR RELIEF—CIVIL THEFT UNDER C.R.S. 18-4-405 (RBELLAMY)**

45. Paragraphs 1 through 44 of this Complaint are incorporated by reference herein and made a part hereof.

46. The money ("Money I") paid by Ms. Bellamy to Holy Ground was her property. The Money I has value.

47. In refusing to refund the Money I (after also failing to build and deliver the contracted for Tiny Home), Holy Ground has retained the Money I without authorization from Ms. Bellamy, who has demanded a refund of the Money I.

48. Holy Ground has retained the Money I, intending to deprive Ms. Bellamy permanently of the use and benefit of that money.

49. Holy Ground has knowingly used the Money I for the company's own benefit in such manner as to deprive Ms. Bellamy permanently of the use and benefit of the Money I.

50. Holy Ground's conduct as described herein constitutes civil theft under C.R.S. § 8-4-405 and C.R.S. § 8-4-401(1).

**H. EIGHTH CLAIM FOR RELIEF—CIVIL THEFT UNDER C.R.S. § 18-4-405 (MBELLAMY)**

51. Paragraphs 1 through 50 of this Complaint are incorporated by reference herein and made a part hereof.

52. The money ("Money II") paid by Mr. Bellamy to Holy Ground was his property. The Money II has value.

53. In refusing to refund the Money II (after also failing to build and deliver the contracted for Tiny Home), Holy Ground has retained the Money II without authorization from Mr. Bellamy, who has demanded a refund of the Money II.

54. Holy Ground has retained the Money II, intending to deprive Mr. Bellamy permanently of the use and benefit of that money.

55. Holy Ground has knowingly used the Money II for the company's own benefit in such manner as to deprive Mr. Bellamy permanently of the use and benefit of the Money II.

56. Holy Ground's conduct as described herein constitutes civil theft under C.R.S. § 8-4-405 and C.R.S. § 8-4-401(1).

#### **V. PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs request that this tribunal enter judgment in their favor and against Holy Ground on Plaintiffs' Claims for Relief, as follows: damages in an amount to be proven at trial, treble damages under the Colorado civil theft statute, costs, interest, attorney's fees (as provided for by the Colorado civil theft statute), and such other relief as the Court may deem just and appropriate.

#### **VI. JURY DEMAND**

Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated this 6th day of June 2022.

Respectfully Submitted

S/Thomas E. Goodreid  
Thomas E. Goodreid