

Exhibit G

DISTRICT COURT, COUNTY OF ADAMS, STATE OF COLORADO; 1100 Judicial Center Drive Brighton, Colorado 80601	▲ COURT USE ONLY ▲
Plaintiff(s): Victoria Devoir; v. Defendant(s): Willard Simmons and Star Fleet Trucking, Inc.	
Attorneys for Defendants Star Fleet Trucking, Inc. and Willard Simmons Lance G. Eberhart, #29617 Mark S. Ratner, #38517 HALL & EVANS, LLC 1001 17 th Street, Suite 300 Denver, Colorado 80202 Telephone: (303) 628-3300 eberhartl@hallevans.com ratnerm@hallevans.com	Case No.: 2026CV30753 Division: A
DEFENDANTS ANSWER, DEFENSES, AND AFFIRMATIVE DEFENSES TO PLAINTIFF’S COMPLAINT AND JURY DEMAND	

Defendants, Star Fleet Trucking, Inc. and Willard Simmons (“Defendants”) through their Counsel, Hall & Evans, LLC, hereby submit the following as their Answer, Defenses, and Affirmative Defenses to Plaintiff’s Complaint and Jury Demand (“Complaint”) as follows:

GENERAL ALLEGATIONS

1. The Defendants admit this matter arises from an incident (“Incident”) which according to the State of Colorado Accident Report, occurred on September 26, 2025 at approximately 12:30 p.m. at or near mile point 8.1 on Interstate 76 in Adams County, Colorado. The remaining allegations set forth in this paragraph, are denied.

2. The Defendants are without sufficient knowledge or information regarding the allegations set forth in this paragraph, requiring denial of same.

3. The Defendants admit the allegations set forth in this paragraph.

4. The Defendants admit Star Fleet is a Delaware corporation, doing business in the State of Colorado and with a principal office located in Troy, Michigan. The Defendants further admit Star Fleet's registered agent for service of process in Colorado, is CT Corporation. The remaining allegations set forth in this paragraph, are denied.

5. The Defendants deny the allegations set forth in this paragraph.

FACTUAL ALLEGATIONS

1. The Defendants admit at the time of the Incident, Mr. Simmons was driving a vehicle as described in this paragraph. The remaining allegations set forth in this paragraph, are denied.¹

2. The allegations set forth in this paragraph are denied.

3. The allegations set forth in this paragraph are denied.

4. The Defendants admit at the time of the Incident, Mr. Simmons was acting in the course and scope of his employment with Star Fleet as an independent contractor. The remaining allegations set forth in this paragraph, are denied.

5. The Defendants admit at the time of the Incident, Plaintiff was driving the vehicle as described in the paragraph. The remaining allegations set forth in this paragraph are denied.

6. The Defendants admit at the time of the Incident, both vehicles were traveling westbound on I 76. The remaining allegations set forth in this paragraph are denied.

7. The Defendants admit at the time of the Incident, Mr. Simmon was transporting a mobile home which occupied more than one lane of travel. The remaining allegations set forth in this paragraph are denied.

8. The Defendants admit at the time of the Incident, Plaintiff was driving westbound on I 76. The remaining allegations set forth in this paragraph are denied.

9. The Defendants admit immediately prior to the Incident, Plaintiff was passing Mr. Simmons on the shoulder of I 76. The remaining allegations set forth in the paragraph, are denied.

10. The Defendants admit prior to the Incident, a tire from the mobile home became detached. The remaining allegations set forth in this paragraph are denied.

11. The Defendants deny the allegations set forth in this paragraph.

¹ It should be noted the paragraphs in the Complaint restart at number 1.

12. The Defendants are without sufficient knowledge or information regarding the allegations set forth in this paragraph, requiring denial of same.

13. The Defendants admit the allegations set forth in this paragraph.

14. The Defendants admit the allegations set forth in this paragraph.

15. The Defendants admit Colorado State Patrol drafted a State of Colorado Accident Report. The Defendants are without sufficient knowledge or information regarding the remaining allegations set forth in this paragraph, requiring denial of same.

16. The Defendants deny the allegations set forth in this paragraph.

17. The Defendants deny the allegations set forth in this paragraph.

18. Based on information and belief, the allegations set forth in this paragraph are admitted.

19. The allegations set forth in this paragraph are unclear as the Incident occurred during the day time, and therefore there would be no reason for the roadway to be “lit.” Therefore, the allegations are denied on this basis.

20. The allegations set forth in this paragraph are denied.

21. The allegations set forth in this paragraph are denied.

22. The allegations set forth in this paragraph are denied.

23. The allegations set forth in this paragraph are denied.

**FIRST CLAIM FOR RELIEF
(Negligence-Defendant Simmons)**

24. The Defendants restate their responses to paragraphs 1 to 5 and 1 to 23 of the Complaint, as though fully set forth herein.

Paragraphs 25 to 29. Paragraphs 25 to 29 of the Complaint do not purport to be addressed to Star Fleet, and therefore no response is provided on their behalf. To the extent the allegations set forth in paragraphs 25 to 29 of the Complaint are determined to be directed to Star Fleet, any such allegations are denied.

25. Mr. Simmons admits only to those duties and obligations imposed by law. The remaining allegations set forth in this paragraph, are denied.

26. Mr. Simmons denies the allegations set forth in paragraph 26(a) to (e).

27. Mr. Simmons denies the allegations set forth in this paragraph.

28. Mr. Simmons denies the allegations set forth in this paragraph.

29. Mr. Simmons denies the allegations set forth in this paragraph.

SECOND CLAIM FOR RELIEF
(Negligence Per Se – Defendant Simmons)

30. The Defendants restate their responses to paragraphs 1 to 5 and 1 to 29 of the Complaint, as though fully set forth herein.

Paragraphs 31 to 37. Paragraphs 31 to 37 of the Complaint do not purport to be addressed to Star Fleet, and therefore no response is provided on their behalf. To the extent the allegations set forth in paragraphs 31 to 37 of the Complaint are determined to be directed to Star Fleet, any such allegations are denied.

31. Mr. Simmons denies the allegations set forth in this paragraph.

32. Mr. Simmons is without sufficient knowledge or information regarding the allegations set forth in this paragraph, requiring denial of same.

33. The allegations set forth in this paragraph are conclusory while at the same time purport to set forth legal conclusions to which no response is required. To the extent the allegations set forth in this paragraph are determined to be factual, said allegations are denied.

34. The allegations set forth in this paragraph are conclusory while at the same time purport to set forth legal conclusions to which no response is required. To the extent the allegations set forth in this paragraph are determined to be factual, said allegations are denied.

35. Mr. Simmons denies the allegations set forth in this paragraph.

36. Mr. Simmons denies the allegations set forth in this paragraph.

37. Mr. Simmons denies the allegations set forth in this paragraph.

THIRD CLAIM FOR RELIEF
(Respondent Superior – Star Fleet Trucking, Inc.)

38. The Defendants restate their responses to paragraphs 1 to 5 and 1 to 37 of the Complaint, as though fully set forth herein.

Paragraphs 39 to 43. Paragraphs 39 to 43 of the Complaint do not purport to be addressed to Mr. Simmons, and therefore no response is provided on his behalf. To the extent the allegations

set forth in paragraphs 39 to 43 of the Complaint are determined to be directed to Mr. Simmons, any such allegations are denied.

39. The allegations set forth in this paragraph are conclusory while at the same time purport to set forth a legal conclusion to which no response is required. To the extent the allegations set forth in this paragraph are determined to be factual, Star Fleet admits at the time of the Incident Mr. Simmons was acting in the course and scope of his employment with Star Fleet as an independent contractor. The remaining allegations set forth in this paragraph, are denied.

40. Star Fleet denies the allegations set forth in this paragraph.

41. The allegations set forth in this paragraph are conclusory while at the same time purport to set forth a legal conclusion to which no response is required. To the extent the allegations set forth in this paragraph are determined to be factual, Star Fleet admits at the time of the Incident Mr. Simmons was acting in the course and scope of his employment with Star Fleet as an independent contractor. The remaining allegations set forth in this paragraph, are denied.

42. The allegations set forth in this paragraph are conclusory while at the same time purport to set forth a legal conclusion to which no response is required. To the extent the allegations set forth in this paragraph are determined to be factual, Star Fleet admits at the time of the Incident Mr. Simmons was acting in the course and scope of his employment with Star Fleet as an independent contractor. The remaining allegations set forth in this paragraph, are denied.

43. Star Fleet denies the allegations set forth in this paragraph.

GENERAL DENIALS

44. The Defendants deny each and every allegation in Plaintiff's Complaint, not otherwise admitted herein.

45. The Defendants deny each and every allegation set forth after the word "WHEREFORE" on page 6 of the Complaint.

46. The Defendants deny Plaintiff is entitled to any relief whatsoever.

DEFENSES AND AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint, in whole or in part, fails to state a claim upon which relief can be granted.

2. The incident at issue in this lawsuit was caused in whole or in part by the comparative negligence of the Plaintiff, and in proportion to her negligence, reduces or eliminates his recovery herein.

3. The incident at issue in this lawsuit was caused in whole or in part by the comparative negligence of other or third parties, and in proportion to their negligence, reduces or eliminates Plaintiff's recovery against the Defendants, if any.

4. Plaintiff failed to mitigate her damages, if any, and cannot recover for alleged losses that Plaintiff could have reasonably avoided.

5. Plaintiff's injuries, if any, are the result, in whole or in part, of pre-existing conditions or other conditions unrelated to the incident alleged herein.

6. The incident and damages at issue were caused in whole or in part by independent intervening causes or forces.

7. At all times herein, the Defendants exercised reasonable and ordinary care under the circumstances and discharged any and all duties that may have existed by law.

8. Defendants did not owe Plaintiff a duty of care.

9. Defendants' actions were not the proximate and legal cause of Plaintiff's alleged injuries.

10. Plaintiff's injuries, if any, were caused by Plaintiff's own actions.

11. Plaintiff's non-economic damages, if any, are limited by the provisions of C.R.S. § 13-21-102.5.

12. Plaintiff's claims are barred or reduced by the pro rata fault of parties or non-parties pursuant to C.R.S. § 13-21-111.5.

13. Plaintiff's damages, if any, must be reduced by recoveries from collateral sources, pursuant to the provisions of C.R.S. § 13-21-111.6.

14. Defendants are entitled to a setoff for all amounts paid by or on behalf of any other party to or on behalf of Plaintiff.

16. Plaintiff's recovery of damages and losses, if any, are subject to applicable statutory caps and constitutional limits.

17. Plaintiff's claims may be barred in whole or in part by the negligent or intentional loss, destruction, or spoliation of relevant, material evidence.

18. Defendants reserve the right to designate any nonparties pursuant to C.R.S. § 13-21-111.5.

19. Plaintiff was not injured as a result of the Incident.

20. Defendants reserve the right to amend, modify, add to, or correct this Answer to allege additional defenses, remove defenses, assert additional claims, and add potentially responsible non-parties as discovery progresses.

PRAYER FOR RELIEF

WHEREFORE, having fully responded to Plaintiff's Complaint, Defendants Star Fleet Trucking, Inc., and William Simmons respectfully requests Plaintiff's claims be dismissed, for judgment in their favor and against Plaintiff, for an award of costs and attorneys' fees to the extent permitted by law and for such other and further relief as the Court deems just.

DEFENDANTS DEMAND A TRIAL BY JURY AS TO ALL ISSUES SO TRIABLE.

Respectfully submitted this 21st day of May, 2026.

s/ Mark S. Ratner

Lance G. Eberhart, #29617

Mark S. Ratner, #38517

of HALL & EVANS, LLC,

Attorneys for Defendant Star Fleet Trucking, Inc.

and William Simmons

CERTIFICATE OF SERVICE

I hereby certify that on May 21, 2026, a true and correct copy of the foregoing **DEFENDANTS ANSWER, DEFENSES, AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S COMPLAINT AND JURY DEMAND** was filed with the Court and served via *Colorado Courts E-Filing* to the following:

Justin Mosery, #54739
BACHUS AND SCHANKER, LLC
1801 California Street, Suite 4800
Denver, Colorado 80202
Attorneys for Plaintiff

s/ Sarah Stefanick

**In accordance with C.R.C.P. 121 § 1-26(7)-(9), a printed copy of this document with original signatures is being maintained by the filing party and will be made available for inspection by other parties or the court upon request.*