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| <b>DISTRICT COURT, JEFFERSON COUNTY,<br/>STATE OF COLORADO</b><br>100 Jefferson County Parkway<br>Golden, Colorado 80401                                                                                 | <div style="text-align: center;">  <b>COURT USE ONLY</b>  </div> |
| <b>Plaintiff(s):</b> Advanced Consulting, Inc., a<br>Colorado corporation<br>d/b/a AC INC. Roofing<br>v.<br><b>Defendant(s):</b><br>Peter C. Pfeiffer                                                    |                                                                                                                                                                                                                                        |
| <b>Attorney or Party Without Attorney:</b><br>Peter C. Pfeiffer<br>30545 Roan Drive,<br>Evergreen, CO 80439<br>Phone Number: 303/670-5174 E-mail: pc Pfeiffer@msn.com<br>FAX Number: NA Atty. Reg. #: NA | Case Number: 2025CV31047<br><br>Division: 7 Courtroom:                                                                                                                                                                                 |
| <b>DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT WITH PREJUDICE<br/>AND FOR SANCTIONS PURSUANT TO C.R.S. § 13-17-102 AND C.R.C.P. 11</b>                                                           |                                                                                                                                                                                                                                        |

**Duty to Confer** Pursuant to C.R.C.P. 121 § 1-15, the undersigned has attempted to confer with opposing counsel regarding the relief requested in this Motion. Opposing counsel has been unavailable for approximately three weeks. Further, communication has been significantly obstructed by Plaintiff's counsel's failure to maintain reliable methods of correspondence, including the recent return of formal correspondence sent via certified mail and a lack of involvement from other listed parties. Despite these obstacles, Defendant provided notice of this filing to Plaintiff's counsel. Given the urgent nature of the procedural and substantive defects addressed herein, Defendant has proceeded with this Motion to preserve the integrity of the Court's proceedings.

Defendant, Peter C. Pfeiffer, appearing pro se, respectfully moves this Court to dismiss Plaintiff's Complaint with prejudice and to enter an award for reasonable costs and litigation expenses. In support of this motion, Defendant states as follows:

## **I. INTRODUCTION & RELIEF SOUGHT**

Defendant contends that this action has been maintained through factual representations that are materially inconsistent with the contemporaneous documentary record. Plaintiff seeks damages for breach of contract and foreclosure of a mechanic's lien, relying on the central factual assertion that it substantially performed a residential roofing contract.

The contemporaneous, objective physical record—including email correspondence, photographic logs, and third-party repair invoices—directly refutes Plaintiff's position, demonstrating that Plaintiff abandoned the project, leaving behind extensive defects including driveway damage, leaking gutters, and wrong gutter guards that has required \$6,850 in corrective expenses so far.

Rather than a routine construction dispute over workmanship quality, this action has been maintained through a sequence of material misrepresentations to administrative and judicial bodies during the permitting process and subsequent litigation. To achieve clarity at a glance for the Court, the core factual and procedural deceptions are structured as follows:

### **Summary of Factual and Procedural Deceptions**

Stage / Proceeding | Plaintiff's Explicit Representation | The Objective, Verifiable Truth |

Primary Attached Proof

1. Permitting Process | Work was fully completed and ready for final building inspector approval. | Reused and relabeled mid-construction photos to falsely pass inspection. | Exhibits C,

D, E, F, and G.

2. Mechanic's Lien | The Mechanic's Lien was improperly perfected and not served via statutory certified mail. | Certified-mail service failed completely; counsel was notified of the void service in writing. | Exhibits H, I, and J

3. Reinstatement Motion | Service was physically blocked by "loose animals" and "driveway debris." | Only a single service attempt was made; driveway/property access was clear. | Exhibits K and N.

4. Pleadings & Disclosures | Plaintiff substantially performed its contractual obligations. | Contract was abandoned and remained materially incomplete (e.g., leaking gutters and wrong gutter guards). | Exhibits A, B, C, D, I, J, K, L, M, N, O, and P.

Because Plaintiff and Plaintiff's counsel have willfully maintained an action they know to be substantially groundless, frivolous, and vexatious, Defendant requests that this Court enforce its statutory obligations under C.R.S. § 13-17-102, its sanctioning mechanisms under C.R.C.P. 11, and its inherent authority to protect the integrity of the judicial system by dismissing the Complaint with prejudice.

## **II. STATEMENT OF RELEVANT FACTS AND CHRONOLOGY**

The Contract: The parties entered into a written residential construction contract under which Plaintiff agreed to provide labor, materials, and supervisor oversight to perform roofing repairs and replacement. The contract explicitly mandated a joint final inspection and approval process.

Abandonment and Defects: Plaintiff's third-party crews abandoned the worksite before completion. Defendant sent multiple contemporaneous emails notifying Plaintiff that no

supervisor was present and that the workmanship was defective. Plaintiff failed to return to complete or correct the work. Defendant subsequently incurred \$7,300 to date in out-of-pocket costs to retain contractors to correct deficiencies.

The Permitting Deception: To bypass a proper in-person inspection, Plaintiff compiled a PowerPoint presentation for the Jefferson County building inspector. Plaintiff captured photographs during mid-construction and deceptively relabeled them as "final" completed roof work to obtain administrative sign-off.

The Defective Lien: Plaintiff recorded a Mechanic's Lien and filed a Notice of Intent. Plaintiff's counsel failed to satisfy the strict certified-mail service requirements mandated by C.R.S. § 38-22-109. Defendant notified Plaintiff's counsel in writing of this fatal statutory defect, enclosing the physical envelopes as proof. Plaintiff's counsel ignored the notice.

Dismissal and Fabricated Reinstatement: This Court dismissed Plaintiff's Complaint for a failure to prosecute. To undo the dismissal, Plaintiff's counsel filed a Motion to Set Aside the Order of Dismissal, asserting to the Court that timely service had been physically obstructed by "loose animals" and "debris, nails" blocking the driveway." Process server records confirm only a single service attempt was logged and no such physical barriers existed.

### **III. THE MATERIAL MISREPRESENTATIONS TO ADMINISTRATIVE AND JUDICIAL BODIES**

#### **A. Misrepresentations to the Building Inspector (Permit Approval)**

Plaintiff presented a falsified PowerPoint deck to the Jefferson County building inspector, mischaracterizing the actual, mid-construction state of the property as a compliant, finalized roof. Plaintiff further declared that Defendant actively prevented an in-person inspection. In

reality, Defendant was attempting to prevent the inspector from driving into an un-barricaded construction hole left behind by Plaintiff's sub-contractors. Plaintiff then used this deceptively-obtained administrative approval to validate the civil claims filed in this court.

### **B. Maintenance of a Void Mechanic's Lien**

Under Colorado law, mechanic's liens are strictly construed. Plaintiff failed to complete certified-mail service with a signed return receipt. Despite being provided physical proof of this statutory failure via written correspondence, Plaintiff's counsel deliberately incorporated the invalid lien into the Second Claim for Relief in the Complaint, seeking foreclosure, a deficiency judgment, and attorney fees.

### **C. Fabricated Evidentiary Grounds in the Motion to Set Aside Dismissal**

To revive a case dismissed by their own failure to prosecute, Plaintiff's counsel used a narrative of obstruction. They alleged that counsel's unverified medical leave and an impassable driveway covered in nails and loose animals prevented prosecution. Upon reviewing the Court file, Defendant notes that Plaintiff's Certificate of Service falsely alleges service was executed in a manner directly contradicted by objective tracking and delivery logs. Defendant contends that these factual representations were inconsistent with the objective documentary record and materially influenced the Court's decision to reinstate the case.

### **D. Verified Compliance in Pleadings and Initial Disclosures**

Plaintiff's Complaint explicitly alleges that "AC INC substantially performed its part of the contract." Plaintiff's Initial Disclosures continued this narrative by producing documents intended to mask the outstanding \$7,300 structural deficiency, violating the core verification duties required of litigants in Colorado courts.

#### **IV. LEGAL ARGUMENT & AUTHORITIES**

##### **A. Dismissal and Defendant's Costs are Mandated Under C.R.S. § 13-17-102**

C.R.S. § 13-17-102(2) dictates that a court shall assess reasonable litigation costs, expenses, and statutory fees against any party or attorney who has brought or maintained a civil action that is "substantially frivolous, substantially groundless, or substantially vexatious."

**Groundless Claims:** A claim is groundless if its allegations are not supported by any credible evidence. Plaintiff's central claim of "substantial performance" lacks any evidentiary anchor and is directly refuted by independent repair invoices, pictures, and video logs.

**Vexatious Conduct:** An action is vexatious if it is brought or maintained in bad faith. Maintaining a foreclosure claim on a mechanic's lien after receiving direct, written notice that statutory service was completely defective constitutes vexatious conduct.

##### **B. Violation of C.R.C.P. 11 Certifications**

By signing the Complaint and subsequent Motion to Set Aside, Plaintiff's counsel certified pursuant to C.R.C.P. 11 that the factual contentions had evidentiary support. Counsel knew, or through reasonable inquiry should have known, that the factual assertions regarding perfect roof completion and driveway service obstructions were false. When an officer of the court signs off on manufactured facts to sustain an action, severe sanctions, including dismissal, are warranted.

##### **C. The Court's Inherent Authority to Penalize Abuse of Judicial Machinery**

Colorado trial courts possess an inherent, absolute authority to protect the integrity of the judicial process and ensure litigation is conducted honestly. Where a party's conduct perverts the administration of justice—such as using manipulated photographs to pass regulatory inspection

and utilizing fabricated claims of physical obstruction to bypass a failure-to-prosecute order—the court is empowered to dismiss the action completely to safeguard the tribunal's integrity.

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

WHEREFORE, Defendant Peter C. Pfeiffer respectfully requests that this Court exercise its inherent authority, alongside its mandatory obligations under C.R.S. § 13-17-102 and C.R.C.P. 11, and enter an Order:

- A. DISMISSING Plaintiff's Complaint with prejudice in its entirety;
- B. AWARDING Defendant his reasonable and documented out-of-pocket litigation expenses incurred in defending this groundless and vexatious action;
- C. HOLDING Plaintiff and Plaintiff's counsel jointly and severally liable for the award of costs and expenses; and
- D. GRANTING such other and further relief as the Court deems just and proper.

Dated: July 20, 2026

Respectfully submitted,

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Peter C. Pfeiffer, Defendant Pro Se

30545 Roan Drive, Evergreen, CO 80439

Phone: 303/670-5174

Email: pcpeiffer@msn.com

CERTIFICATE OF SERVICE

I certify that on July 20, 2026, I served a true and correct copy of the foregoing Defendant's  
DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT WITH PREJUDICE AND  
FOR SANCTIONS PURSUANT TO C.R.S. § 13-17-102 AND C.R.C.P. 11 upon counsel for  
Plaintiff by depositing the same in the United States Mail, postage prepaid, addressed as follows:

Mr. Edison P. McDaniels III

Ogborn Mihm, LLP

1700 Lincoln Street, Suite 2700

Denver, CO 80203

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Peter C. Pfeiffer



DISTRICT COURT, JEFFERSON COUNTY, COLORADO

Case No.2025CV31047

Division: 7

PLAINTIFF: AC INC,

v.

DEFENDANT: Peter C. Pfeiffer

[PROPOSED] ORDER GRANTING DEFENDANT’S MOTION TO DISMISS PLAINTIFF’S COMPLAINT WITH PREJUDICE AND FOR SANCTIONS PURSUANT TO C.R.S. § 13-17-102 AND C.R.C.P. 11

THE COURT, having reviewed Defendant Peter C. Pfeiffer’s Motion to Dismiss Plaintiff’s Complaint with Prejudice and for Mandatory Sanctions Pursuant to C.R.S. § 13-17-102 and C.R.C.P. 11, any response or reply thereto, the court file, and being otherwise fully advised in the premises, hereby finds and orders as follows:

Dismissal: Defendant’s Motion is GRANTED. Plaintiff AC INC’s Complaint is hereby DISMISSED WITH PREJUDICE in its entirety.

Statutory Sanctions: The Court finds that Plaintiff and Plaintiff’s counsel have maintained a civil action that is substantially groundless, frivolous, and vexatious pursuant to C.R.S. § 13-17-102.

Rule 11 Violations: The Court further finds that filings submitted by Plaintiff’s counsel lacked reasonable factual or evidentiary inquiry in violation of C.R.C.P. 11.

Costs and Expenses: Defendant Peter C. Pfeiffer is awarded his reasonable expert fees, documented out-of-pocket litigation expenses, and costs incurred in defending this action. Plaintiff AC INC and Plaintiff’s counsel shall be jointly and severally liable for this award.

Costs Hearing: Defendant shall file an affidavit of reasonable costs and expenses within 21 days of this Order. If Plaintiff objects to the reasonableness of the amounts requested, Plaintiff may request a hearing on the issue of reasonableness within 14 days of Defendant’s filing.

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2026.

BY THE COURT:

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District Court Judge