

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

FILED
U.S. DISTRICT COURT
DISTRICT OF COLORADO
MAR 30 PM 12:06
JEFFREY P. COLWELL
CLERK

Civil Action No. 1:23-cv-00210-GPG KLM
(To be supplied by the court) BY _____ DEP. CLK

Glenn K. Beaton, Plaintiff

v.

Jury Trial requested:
(please check one)
 Yes No

SEE ATTACHED

Defendant(s).

(List each named defendant on a separate line. If you cannot fit the names of all defendants in the space provided, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names of the defendants listed in the above caption must be identical to those contained in Section B. Do not include addresses here.)

COMPLAINT

NOTICE

Federal Rule of Civil Procedure 5.2 addresses the privacy and security concerns resulting from public access to electronic court files. Under this rule, papers filed with the court should not contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include only: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number.

Plaintiff need not send exhibits, affidavits, grievances, witness statements, or any other materials to the Clerk's Office with this complaint.

A. PLAINTIFF INFORMATION

You must notify the court of any changes to your address where case-related papers may be served by filing a notice of change of address. Failure to keep a current address on file with the court may result in dismissal of your case.

Glenn K. Beaton
2001 Lincoln Street, Unit 2513
Denver CO 80202

(Name and complete mailing address)

720-299-7478

(Telephone number and e-mail address)

B. DEFENDANT(S) INFORMATION

Please list the following information for each defendant listed in the caption of the complaint. If more space is needed, use extra paper to provide the information requested. The additional pages regarding defendants should be labeled "B. DEFENDANT(S) INFORMATION."

Defendant 1: SEE ATTACHED
(Name and complete mailing address)

(Telephone number and e-mail address if known)

Defendant 2: _____
(Name and complete mailing address)

(Telephone number and e-mail address if known)

Defendant 3: _____
(Name and complete mailing address)

(Telephone number and e-mail address if known)

Defendant 4: _____
(Name and complete mailing address)

(ATTACHED PAPER)

B. DEFENDANTS INFORMATION

Defendant 1: Ridge Runner Construction Company Inc.
1655 County Road 109
Glenwood Springs CO 81601

(Name and complete mailing address)

970-948-2810
bbridgerunner@gmail.com

(Telephone number and e-mail address if known)

Defendant 2: Brent Lough
1655 County Road 109
Glenwood Springs CO 81601

(Name and complete mailing address)

970-948-2810
bbridgerunner@gmail.com

(Telephone number and e-mail address if known)

Defendant 3: W2 Electric LLC
1312 Home Ranch Road
Rifle CO 81650

(Name and complete mailing address)

970-618-2646
wade.w2electric@gmail.com

(Telephone number and e-mail address if known)

Defendant 4: Earl Wade Pinkerton
1312 Home Ranch Road
Rifle CO 81650

(Name and complete mailing address)

970-618-2646
wade.w2electric@gmail.com

(Telephone number and e-mail address if known)

Defendant 5: Garfield & Hecht, P.C.
910 Grand Avenue, Suite 201
Glenwood Springs CO 81601

(Name and complete mailing address)

970-947-1936

(Telephone number and e-mail address if known)

Defendant 6: Benjamin Monarch
910 Grand Avenue, Suite 201
Glenwood Springs CO 81601

(Name and complete mailing address)

970-947-1936

C. JURISDICTION

Identify the statutory authority that allows the court to consider your claim(s): (check one)

X Federal question pursuant to 28 U.S.C. § 1331 (claims arising under the Constitution, laws, or treaties of the United States)

List the specific federal statute, treaty, and/or provision(s) of the United States Constitution that are at issue in this case.

The Court has subject matter jurisdiction, as the case presents a federal question under the Fair Debt Collection Practices Act, 15 USC 1692 et seq. The Court has personal jurisdiction over the parties, as all are Colorado residents.

____ Diversity of citizenship pursuant to 28 U.S.C. § 1332 (a matter between individual or corporate citizens of different states and the amount in controversy exceeds \$75,000)

Plaintiff is a citizen of the State of _____.

If Defendant 1 is an individual, Defendant 1 is a citizen of _____.

If Defendant 1 is a corporation,

Defendant 1 is incorporated under the laws of _____ (name of state or foreign nation).

Defendant 1 has its principal place of business in _____ (name of state or foreign nation).

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

D. STATEMENT OF CLAIM(S)

State clearly and concisely every claim that you are asserting in this action. For each claim, specify the right that allegedly has been violated and state all facts that support your claim, including the date(s) on which the incident(s) occurred, the name(s) of the specific person(s) involved in each claim, and the specific facts that show how each person was involved in each claim. You do not need to cite specific legal cases to support your claim(s). If additional space is needed to describe any claim or to assert additional claims, use extra paper to continue that claim or to assert the additional claim(s). Please indicate that additional paper is attached and label the additional pages regarding the statement of claims as "D. STATEMENT OF CLAIMS."

CLAIM ONE: SEE ATTACHED

Supporting facts:

E. REQUEST FOR RELIEF

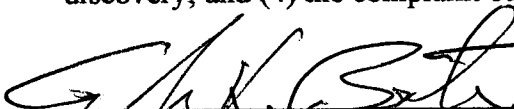
State the relief you are requesting or what you want the court to do. If additional space is needed to identify the relief you are requesting, use extra paper to request relief. Please indicate that additional paper is attached and label the additional pages regarding relief as "E. REQUEST FOR RELIEF."

SEE ATTACHED

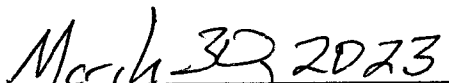
F. PLAINTIFF'S SIGNATURE

I declare under penalty of perjury that I am the plaintiff in this action, that I have read this complaint, and that the information in this complaint is true and correct. *See* 28 U.S.C. § 1746; 18 U.S.C. § 1621.

Under Federal Rule of Civil Procedure 11, by signing below, I also certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending or modifying existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.



(Plaintiff's signature)



(Date)

(Revised February 2022)

September 2019 Agenda and Minutes

November 2019 Agenda and Minutes ~~(ATTACHED PAPER)~~

D. STATEMENT OF CLAIMS

CLAIM ONE: Breach of Contract and Fraud

Supporting facts:

1. Plaintiff is the sole member of 124 Juniper Drive LLC, a Colorado limited liability company which is record owner of a property at 124 Juniper Drive, Glenwood Springs CO 81601. Plaintiff and his LLC are constructing a house on such property (the "House"). The House comprises three bedrooms, one of which is unfinished in an unfinished basement.
2. Defendant Ridge Runner Construction Company, Inc. ("Ridge Runner") is a house construction company located in Garfield County. Defendant Brent Lough ("Lough") is the president and manager of Ridge Runner. Ridge Runner worked on the House beginning in or about August 2021. Lough performed and/or supervised such work. The parties had no written contract.
3. Defendant W2 Electric LLC ("W2") is a limited liability company that operates as an electrical contractor licensed by the State of Colorado. Upon information and belief, defendant Earl Wade Pinkerton ("Pinkerton") is the sole member of W2 and is himself an electrician licensed by the State of Colorado. Pinkerton supervised the electrical work described herein, and Lough supervised Pinkerton.
4. Defendants Ridge Runner and Lough contracted with W2 for the performance of electrical wiring and related services at the House in or about October 2021. Upon information and belief, Ridge Runner and Lough did not have a written contract with W2 or Pinkerton.
5. The House was to be constructed in accordance with a building permit duly issued by the Garfield County Building Department (the "Building Department") pursuant to as a permit application submitted by Plaintiff's licensed architects accompanied by detailed architectural and construction drawings.
6. Ridge Runner was provided with the permit application and the issued permit upon its issuance together with the accompanying drawings. Ridge Runner failed to follow the permit and drawings in the ways set forth below, without limitation.
7. Ridge Runner failed to follow the architectural drawings and permit with respect to a thermal insulated break in large rectangular tube beams in the living room, kitchen and dining room that extend through the wall and into the exterior. As a result, there is no thermal insulation between the exterior and interior through such steel beams. This was a material and detrimental change.
8. Ridge Runner's failure to follow the architectural drawings and building permit with respect to

the beam design was without any approval from the Building Department.

9. Ridge Runner failed to adequately insulate the water line in the utility trench under the driveway. As a result, the water line froze at least once in winter 2022.

10. Ridge Runner's "fix" to the water line was not to excavate the utility trench to add insulation to properly protect it, but instead to plug an open culvert that ran under it where it had frozen. As a result, water can no longer flow through the culvert, which was the purpose for which it was designed and installed many years ago. It is not known whether this "fix" will even succeed in preventing future freezes.

11. Ridge Runner's plugging of the culvert was without approval from the Building Department, the surveyors, the soils engineer, or any other knowledgeable professional.

12. Ridge Runner mis-measured large windows for the living room and entryway which cost over \$40,000. The windows were consequently manufactured approximately 6 inches too long. As a result, when the windows arrived onsite, they were too tall to fit into the space between the floor and the ceiling.

13. Ridge Runner's "fix" was to embed the bottom of the windows into the floor, such that the window glass extends all the way to, and into, the floor. However, one such window could not be sunken into the floor in that manner. Ridge Runner charged Plaintiff approximately \$10,000 to replace. Plaintiff paid all of that charge.

14. Ridge Runner's window "fix" was without approval from the Building Department.

15. Ridge Runner installed a large front door on a pivot hinge. The detailed installation instructions for such pivot hinge specified that a mortar bearing block should be cast into the floor to bear the heavy weight of the oversized door. Ridge Runner instead used a scrap of exterior wood siding for the bearing element.

16. Ridge Runner's use of a scrap of exterior wood siding as the bearing element for the pivot door was without any prior consultation with the manufacturer of the pivot hinge or any structural engineer or, indeed, any knowledgeable professional at all.

17. When the professional tile installer -- Ridge Runner's subcontractor -- saw the pivot hinge installation on the wood siding scrap, he stated to Plaintiff that he believed it was intended only to be temporary. But Ridge Runner actually intended it to be permanent, and never made any further improvement to it. Lough rebuked the tile installer for telling Plaintiff otherwise. The improper pivot hinge installation was never corrected.

18. Ridge Runner and/or their subcontractors for which they were responsible mis-constructed the fireplace surround, such that the fireplace did not draw properly. Plaintiff corrected the mis-construction himself with considerable effort.

19. In addition to the window mis-measurement incident described above, Ridge Runner shattered at least three other large windows in the process of installation. Upon information and belief, Ridge Runner buried the multi-thousand-dollar replacement costs in bills to Plaintiffs.

20. Ridge Runner sent large invoices to Plaintiffs in summer 2022, in amounts exceeding \$200,000 and even \$300,000. After one large invoice, Plaintiff inquired again about the ultimate cost of the House. Lough told him in writing that there would be one more large bill but then the bills would "drop off sharply."

21. There was indeed one more large bill in the \$200,000 to \$300,000 range. But then there was another and another. They did not drop off sharply at that time or for months after then.

22. Ridge Runner never provided any line-item billing of the hours spent by its employees and the tasks performed during those hours. Instead, their bills were bare-bones "block billings" that merely gave a total number of purported billed hours per month per employee without even naming the employees or their tasks performed. Upon information and belief, Ridge Runner possesses no contemporaneous time sheets to back up its billings.

23. In August 2022, Plaintiff again expressed concern that the bills were very high in comparison to the progress of the work. Ridge Runner agreed to get a close estimate of the remaining cost to finish the project. To prepare that estimate, Lough stated that he would consult with their subcontractors about their anticipated costs going forward. Upon information and belief, Lough did not in fact bother to consult with all the subcontractors about their anticipated costs going forward.

24. Lough then prepared a spreadsheet showing his anticipated costs to finish the project. The total cost to finish according to Lough, together with the costs already incurred, was shown to be \$3,181,049.12. Lough stated that he was confident about that figure. Such figure appears in numerous emails between the parties, and has never been disputed by Lough.

25. After receiving that figure and those assurances from Lough, Plaintiff allowed Ridge Runner and Lough to continue their work, but stated that they were not to exceed the \$ 3,181,049.12 figure without Plaintiff's express permission. Ridge Runner never requested or received any permission from Plaintiff to exceed the \$3,181,049.12 figure.

26. Defendants wound up exceeding the \$3,181,049.12 figure by at least \$127,806.95. Plaintiff has paid Defendants approximately \$20,200.83 of that excess, leaving an outstanding balance according to Ridge Runner's December 6, 2022 email of \$107,606.12.

27. Altogether, Plaintiff has paid Ridge Runner at least \$3,201,249.95. In addition, Plaintiff paid numerous other charges directly that did not run through Ridge Runner.

28. Ridge Runner and Lough engaged W2 and Pinkerton to perform the electrical work on the House. Such engagement was without prior approval by or even consultation with Plaintiff or the LLC.

29. W2 and Pinkerton personally or through their employees acting on their behalf performed significant electrical work on the House for which they were paid over \$100,000.

30. After Ridge Runner's and Lough's numerous mistakes and overcharges as described inter alia above, and paying them well over \$3,000,000, Plaintiff terminated the relationship.

May 2020 Agenda and Minutes

31. Ridge Runner and Lough thereupon filed a mechanics' lien on the House in January 2023.

32. In addition, Lough instructed his subcontractors including W2 and Pinkerton not to cooperate with Plaintiff's attempt to engage them to finish the electrical work, or even to return phone calls, texts or emails from Plaintiff inquiring about their work. Lough's intent was to prevent Plaintiff from completing the House, or even obtaining a Certificate of Occupancy from the Garfield County Building Office.

33. After W2's and Pinkerton's failure to reply to Plaintiff's phone calls, texts and email messages, Plaintiff was able to obtain a "trim permit" from the State Electrical Board to finish the electrical work himself. Plaintiff then arranged for a final inspection by the local inspector.

34. The electrical inspector rejected the House for approximately 17 different reasons, all of which were due to defective or missing work by W2 and Pinkerton or his employees. One such reason was that the House appeared to be missing an electrical grounding system known as an "Ufer" which is required under the Garfield County Building Code.

35. Plaintiff attempted repeatedly to contact W2 and Pinkerton to inquire about the missing Ufer and other defects. As instructed by Lough, however, they still failed to take any calls, return any calls, or answer any texts or emails.

36. Finally, after approximately two dozen inquiries from Plaintiff that went unanswered, Pinkerton returned Plaintiff's phone call on March 28, 2023. In that call, he stated for the first time that he had not been paid in full by Ridge Runner, and had outstanding a bill of approximately \$20,000.

37. Plaintiff told Pinkerton that he was unaware that there was a bill outstanding, and reminded Pinkerton that Plaintiff had left a voice mail inquiring whether there was any such bill outstanding, which Pinkerton never replied to. Pinkerton admitted that he had received the voice mail and had not replied to it.

38. Plaintiff went on in the conversation to offer to pay Pinkerton's outstanding bill, even though the primary responsibility for the bill was the entity that had hired him, namely Ridge Runner.

39. Pinkerton stated to Plaintiff that Lough had instructed him not to communicate with Plaintiff. He said he had felt obligated to follow those instructions because Ridge Runner was the source of hundreds of thousands of dollars of W2's revenues.

40. As for the missing “Ufer,” Pinkerton said they had indeed installed an Ufer at the House. But he refused to tell Plaintiff where the installation was made, again on instructions from Lough.

41. At this stage of construction, installing a second Ufer because Pinkerton and Lough refuse to reveal the location of the first one would be extremely costly, wasteful, and time consuming, and would entail cutting into both the concrete foundation and structural walls.

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42. Upon information and belief, Ridge Runner and Lough concealed their true intentions with regard to their dealings with Plaintiff. More specifically, Ridge Runner and Lough intentionally misrepresented material facts with regard to their construction of the House, as specified in part above, their charges for such construction, and the services performed or not performed, with the intention that Plaintiff rely upon such misrepresentations. Plaintiff reasonably did so rely, to his detriment and damage.

CLAIM 2: Trespass and Interference with Quiet Enjoyment of Property

Supporting facts:

43. Plaintiff re-alleges paragraphs 1-42.

44. In December 2022 after Plaintiff terminated his relationship with Ridge Runner and Lough, Ridge Runner and/or its subcontractor abandoned a seven-ton skid loader machine on the House property, partially blocking the driveway.

45. Plaintiff by email politely requested Ridge Runner to remove said skid loader, or at least relocate it elsewhere on the property such that it does not block the driveway during the winter season. Such requests were in an email to Ridge Runner and also separately in a telephone request to Ridge Runner's lawyer.

46. Ridge Runner and its lawyer ignored Plaintiff's request. The skid loader remained on the property well into February, partially blocking the driveway. Upon information and belief, Ridge Runner intended to illegally obstruct Plaintiff's access to the House in order to prevent Plaintiff from completing construction.

CLAIM 3: Interference with Economic Relations

Supporting facts:

47. Plaintiff re-alleges paragraphs 1-46.

48. After Plaintiff's termination of his relationship with Ridge Runner and Lough, the desire of W2 and Plaintiff was for W2 to complete the electrical work, for W2 to be paid in full, and for W2 to remedy whatever objections were raised by the state electrical inspector. To that end, Plaintiff offered to Pinkerton to pay the entire outstanding amounts due W2 and to re-engage W2 for completion of the electrical work and disclosure of the “Ufer” location.

(ATTACHED PAPER)

E. REQUEST FOR RELIEF

1. Judgment in Plaintiff's favor for an amount that Ridge Runner and Lough possess of the authorized amount of \$3,181,049.12. Such amount is believed to be at least \$20,200.83 plus interest.
2. Declaratory judgment that Plaintiff owes nothing to any of defendants.
3. Monetary damages against Ridge Runner and Lough, jointly and severally, for their tortious interference, fraud, and breach of contract, in an amount to be proven at trial, but not less than \$100,000.
4. Emotional distress damages against Ridge Runner and Lough, jointly and severally, in an amount to be proven at trial, but no less than \$500,000.
5. Punitive damages against Ridge Runner and Lough in the amount of treble the actual damages for their willful and wanton fraud and tortious interference.
6. Temporary, preliminary, and permanent orders requiring all defendants to affirmatively release any and all lis pendens and mechanic's liens and any other encumbrance or notice affecting the House and the property at 124 Juniper Drive, Glenwood Springs, Colorado 81601 and prohibiting defendants from filing any such encumbrances or liens or notices in the future based on work performed prior to the entry of such order.
7. An order requiring W2 and Pinkerton to reveal the location of the Ufer installed in the House, and to otherwise cooperate fully and in good faith at their expense in obtaining a final electrical inspection acceptance and approval.
8. An order requiring Ridge Runner and Lough to fully and in good faith at their expense to obtain a valid certificate of occupancy for the House from the Garfield County building department.
9. Statutory damages against defendants Ridge Runner, Lough, Garfield & Hecht, P.C. and Benjamin Monarch for their violation of the Fair Debt Collection Practices Act, 15 USC 1692 et seq., and the Colorado Fair Debt Collection Practices Act, Colo. Rev. Stat. 5-16-101 et seq.
10. Attorney fees and costs.
11. Such other and further relief as the Court deems just.