COUNTY COURT, BOULDER COUNTY, COLORADO 1777 6th Street Boulder, Colorado 80302	DATE FILED August 7, 2026 3:50 PM FILING ID: E97F44375AFDE CASE NUMBER: 2026C32494
Plaintiff: BRADSHAW PLUMBING AND HEATING, LLC, a Colorado limited liability company, v. **Defendants**: BOSTLEY LIVING TRUST; PHIL JOSEPH BOSTLEY, III, individually and as Trustee of the Bostley Living Trust; [redacted], individually and as Trustee of the Bostley Living Trust.	**▲ COURT USE ONLY ▲** Case Number: 2026C32494
Attorneys for Plaintiff: Meghan C. Hungate, [redacted] Clarice S. Tenorio, [redacted] GRATA LAW AND POLICY LLC [redacted]	Courtroom/Division: 9

COMPLAINT

Plaintiff Bradshaw Plumbing and Heating, LLC ("Bradshaw"), by and through undersigned counsel, states as follows for its Complaint:

PARTIES, JURISDICTION, AND VENUE

1. Bradshaw is a Colorado limited liability company with a principal address of [redacted]

2. Bostley Living Trust is the owner of the property (including the improvements thereon; the "Property") situated in Boulder County, Colorado, described as follows:

[redacted]

Also known as:

[redacted]

3. Upon information and belief, Defendant Phil Joseph Bostley, III is a trustee of the Bostley Living Trust and may claim an interest in the Property.

4. Upon information and belief, Defendant [redacted] is a trustee of the Bostley Living Trust and may claim an interest in the Property.

5. Venue is proper in Boulder County because this action derives from a contract that was performed in in Boulder County, Colorado.

6. Jurisdiction is proper because Defendants are residents of Colorado, do business in Colorado, own or claim interests in real property in Colorado, or otherwise have sufficient contacts with Colorado in connection with the claims alleged herein.

GENERAL ALLEGATIONS

7. In 2022, Bradshaw was contracted by general contractor [redacted] LLC [redacted] to serve as subcontractor and to provide labor, materials, services, and equipment for improvement of the Property.

8. Bradshaw's scope of work included both plumbing work and heating work, which were documented by signed agreements dated November 11, 2022 (plumbing) and January 20, 2023 (heating) (collectively, the "Agreements").

9. The plumbing scope included the rough and finish plumbing for the bathrooms and kitchen in the Property, a hybrid hot water heater, and installation of gas lines associated with a future "boiler/combi-water heater."

10. The heating scope included a complete hydronic heating system with six heating zones powered by an electric heat pump and also noted "installing 1 Triangle Tube Combi boiler" (the "Combi Boiler").

11. In emails exchanged on or around November 14, 2022, [redacted] confirmed that Bradshaw was to install the electric heat pump unit and not the Combi Boiler, but that the Property owners wanted to have the option to add the Combi Boiler later. Accordingly, Bradshaw was directed to "prep" for that option during installation of the electric pump system so there would be "minimal rework" needed if the Property owners later elected to install the Combi Boiler. As directed by [redacted] Bradshaw installed the necessary gas lines and flue work within the Agreements' plumbing scope in 2023 and 2024

12. Per Defendant Phil Bostley's request, however, the Combi Boiler could not be installed or connected to the Property's other systems until after final inspections were completed. Accordingly, Bradshaw installed an electric heat pump system as detailed in the Plumbing Agreement, and Defendant Phil Bostley retained the option to add a gas boiler later if the electric heat pump did not meet the household demand for hot water and/or heat.

13. Upon information and belief, at the time Defendant Phil Bostley instructed Bradshaw to install the electric heat pump, he and [redacted] were aware that the capacity of the

electric heat pump would likely not be sufficient to provide hot water and/or heat to a house the size of the Property.

14. It appears that Defendant Phil Bostley chose to install an electric heat pump with the option to add a gas Combi Boiler later, i.e., after final inspections were completed, in order to achieve the necessary green points and HERS rating necessary for his home to pass Boulder County inspections and to maximize available tax rebates. Indeed, in a November 14, 2022 email, a representative of [redacted] noted that the owners of the Property chose to install the electric heat pump unit "to get some Xcel and State of Colorado rebates."

15. Final inspections of the Property, including Bradshaw's plumbing and heating work, were completed in December 2025.

16. Had Bradshaw installed the Combi Boiler from the beginning, the Property would not have obtained enough green points to pass Boulder County's final inspections.

17. In February of 2026, Defendant Phil Bostley contacted Todd Bradshaw directly and requested that Bradshaw perform additional work to add the Combi Boiler to the Property's existing heating system and domestic hot water systems.

18. In addition to the "install" of the Combi Boiler—i.e., hanging the Combi Boiler on the wall and gas piping and flue work—additional detailed labor and material was necessary for Bradshaw to connect the Combi Boiler unit to the existing heating and domestic hot water systems already operating in the Property. This detailed labor included piping, isolation valves, pumps, glycol, controls, and labor, none of which was itemized in the Heating Agreement.

19. Bradshaw installed the Combi Boiler and performed additional work to connect the Combi Boiler to the Property's already-existing heating and domestic hot water systems in March and April 2026.

20. On May 11, 2026, Bradshaw issued Invoice No. 3655 for the additional labor and materials required to connect the Combi Boiler to the Property's already-existing systems in the total amount of $12,519.50.

21. Invoice No. 3655 noted there were no additional charges for the "install" of the Combi Boiler and provided a detailed explanation of the additional labor and material necessary to connect the Combi Boiler to the Property's existing system. This detailed information was not included any of Bradshaw's earlier proposals for the Property because it encompassed work that was outside the original scope of the Agreements and that had not been performed by Bradshaw until after Defendant Phil Bostley's February 2026 request to add the Combi Boiler.

22. Defendants have failed and refused to pay the Invoice despite demand.

23. Bradshaw is owed approximately $12,519.50, plus interest, for the labor, materials, services, and equipment it provided in March and April of 2026.

24. All conditions precedent to Bradshaw's claims have been performed or will have timely occurred.

25. Defendants' conduct has caused Bradshaw damages in an amount to be proved at trial, but not less than $12,519.50, together with interest, attorney fees, costs, recording costs, title costs, and other amounts recoverable by law.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

Bradshaw incorporates the preceding paragraphs.

26. Bradshaw and Defendants entered into a contract through which Bradshaw agreed to provide labor, materials, services, and equipment at the Property.

27. Bradshaw timely and properly furnished the agreed-upon labor, materials, services, machinery, tools, and equipment at the Property, and has performed all other obligations required of it under the contract.

28. Defendants have refused to pay Bradshaw, notwithstanding demand.

29. Defendants' conduct is a material breach of the parties' contract, entitling Bradshaw to damages.

30. Moreover, Defendants' conduct is a material breach of the implied covenant of good faith and fair dealing.

Accordingly, Bradshaw seeks a judgment against Defendants as stated below.

SECOND CLAIM FOR RELIEF
(In the Alternative: Promissory Estoppel)

Bradshaw incorporates the preceding paragraphs.

31. In the course of the parties' dealings, Defendant Phil Bostley, on behalf of himself and Defendants [redacted] and The Bostley Living Trust made promises or representations that Bradshaw should perform additional work at the Property and would be paid for that work.

32. Defendants reasonably should have expected those promises or representations to induce Bradshaw to act or forbear from acting.

33. Bradshaw reasonably relied on those promises or representations by furnishing labor, services, materials, machinery, tools, and equipment for the Property.

34. Bradshaw's reliance caused damages to Bradshaw.

35. Injustice can be avoided only by enforcement of Defendant Phil Bostley's promises or by awarding Bradshaw the value of the work furnished.

Accordingly, Bradshaw seeks a judgment against Defendants as stated below.

THIRD CLAIM FOR RELIEF
(In the Alternative: Unjust Enrichment/Quantum Meruit)

Bradshaw incorporates the preceding paragraphs.

36. Bradshaw conferred, at its expense, a substantial benefit upon the Property owner and other Defendants by providing labor, services, materials, machinery, tools, and equipment that improved the Property.

37. Bradshaw conferred this benefit with the reasonable expectation that it would be paid.

38. Defendants accepted and retained the benefits provided by Bradshaw.

39. Defendants knew or reasonably should have known that Bradshaw expected to be paid for the labor, services, materials, machinery, tools, and equipment furnished.

40. Defendants have benefited by the value of the labor, services, materials, machinery, tools, and equipment furnished, for which Bradshaw has not been paid.

41. It would be inequitable and unjust for Defendants to retain the benefit of Bradshaw's labor, services, materials, machinery, tools, and equipment without paying their value to Bradshaw.

Accordingly, Bradshaw seeks a judgment against Defendants as stated below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Bradshaw Plumbing and Heating, LLC respectfully requests that the Court enter judgment in its favor and against Defendants as follows:

A. On the First Claim for Relief, entering judgment against the Defendant in an amount to be proved at trial;

B. On the Second and Third Claims for Relief, in the alternative, judgment against the Defendants in an amount to be proved at trial;

C. An award of attorney fees, pre- and post-judgment interest, costs, and such other relief as is proper.

Dated: August 7, 2026.

GRATA LAW AND POLICY LLC

By: *s/ Clarice S. Tenorio*
Clarice S. Tenorio
Meghan C. Hungate

Attorneys for Plaintiff Bradshaw Plumbing and Heating, LLC

Address of Plaintiff:
[redacted]