

August 13, 2025
Jason Robert Bailey
Citizens for NO New Debt
Red ink is my reply

STATE OF COLORADO

SECRETARY OF STATE
1700 BROADWAY #550
DENVER, COLORADO 80290

BEFORE THE SECRETARY OF STATE, COLORADO DEPARTMENT OF STATE,
ADMINISTRATIVE HEARING OFFICER

AHO Case No. 2025 AHO 23 CPF
ED Case No. 2024-107

In the Matter of
ELECTIONS DIVISION OF THE SECRETARY OF STATE,
Complainant,
vs.
CITIZENS FOR NO NEW DEBT,
Respondent.

OPPOSITION TO MOTION TO DISMISS

Respondent's Second Motion to Dismiss should be denied. First because the filing of multiple Rule 12 motions is improper, and second because the allegations contained in Respondent's Second Motion to Dismiss do not entitle Respondent to judgment as a matter of law.

ARGUMENT

I. The Court should evaluate the Second Motion to Dismiss as a Motion for Judgment on the pleadings.

The Colorado Rules of Civil Procedure prohibit a party from filing successive Rule 12 motions to dismiss. Colo. R. Civ. P. 12(g) (“If a party makes a motion under this Rule but omits therefrom any defense or objection then available to that party which this Rule permits to be raised by motion, that party shall not thereafter make a motion based on the defense or objection so omitted[.]”). This rule “requires consolidation of all C.R.C.P. 12 motions.” *Barnes v. State Farm Mutual Auto. Ins. Co.*, 2021 COA 89, ¶ 17.

“then available to that party” My Second Motion to Dismiss was based on information given to me from the Opposition to (first) Motion to Dismiss when the attorney’s clarified that monies paid by a personal account from Jason Bailey will not apply to this complaint against Citizens for NO New Debt, “outside the scope of this complaint.” Therefore the Second Motion to Dismiss is appropriate and correct.

When a defendant files a motion styled as a Motion to Dismiss after it has filed an Answer, the proper procedure is to “treat the motion as a C.R.C.P. 12(c) motion for judgment on the pleadings.” *Id.* ¶ 19. And in considering such a motion involving matters outside the pleadings, courts should treat the motion “as one for summary judgment.” Colo. R. Civ. P. 12(c).

II. Whether the expenditure referenced in the third-party complaint was a personal expenditure by Jason Bailey or made by Respondent is a disputed material fact.

Respondent seeks judgment on the pleadings because “the \$300 ad . . . from the complaint filed by Carrie Olson, was paid for with a personal credit card.” Second Mot. to Dismiss at 1 (Aug. 10, 2025). But the Division’s Complaint includes a picture of that advertisement, which clearly states that it was “Paid for by Citizens for NO new debt.” Compl. ¶ 20 (June 16, 2025).

Obviously the disclaimer on the \$300 ad was incorrect and this is an error that was completely inadvertent. Nonetheless, the reality of the situation is that the money for that ad was from my personal credit card and is therefore outside the Scope of this case against Citizens for NO New Debt.

As it applies to this Motion, this raises a disputed issue of material fact as to who actually paid for the advertisement. Moreover, the fact that the expenditure came from Respondent's Registered Agent's personal account is irrelevant: if the expenditure was intended to be made by Citizens for No New Debt, as the disclaimer suggests, then the payment from Jason Bailey for the advertisement is an in-kind contribution to Citizens for No New Debt.

It is the use of the funds, not their source, that matters.

NOT, the source of the funds is the point of the disclaimer law to begin with.

Having incorrect information on the disclaimer doesn't change who actually paid for the ad. No different than claiming that I was born on Mars changes on which planet I was actually born on. Incorrect information does not change reality.

The attorneys make up a straw argument, something about "material," and then claim their straw argument is in dispute. Their straw argument is not the argument on my Second Motion to Dismiss, my argument is the actual reality that the \$300 ad was actually paid by a personal credit card.

The fact that the \$300 ad in question was paid for by a personal credit card, this is not in dispute, the case should be dismissed.

Who actually paid for the ad is not in dispute. There has been no end to the amount of straw arguments, Bs and lies I have delt with pertaining to these attorneys going on 10 months now as they continuously try to dominate and win at any cost regardless of reality. I deserve relief from this persecution.

The source of confusion here is the Division's comment, in responding to Respondent's first Motion, that Bailey's personal expenditures are "outside the scope of the Complaint." Opp. to Mot. to Dismiss at 4 (July 28, 2025). That comment referred to the factual dispute of whether Bailey's personal expenditures on office space and furniture were in-kind contributions to (and therefore the equivalent of expenditures by) Citizens for No New Debt, or whether they were used by Mr. Bailey in his personal capacity. That dispute may, depending on the evidence presented, be relevant to Citizens for No New Debt's major purposes.

The source of confusion is the attorney's non-stop gaslighting, Bs, and lies. And by the way, where did the attorneys get the word "furniture" from?

Do you notice how the attorney's continue to argue both sides of the argument while continuously claiming to be correct for either side of the argument. Heads - the attorney's win. Tails - I lose.

If Jason Bailey is using personal funds for activities unrelated to Citizens for No New Debt, then those expenditures are irrelevant to the question of Citizens for No New Debt's major purpose. But if Jason Bailey is making in-kind contributions to Citizens for No New Debt in the form of expenditures on advertisements—again, as suggested by the disclaimer— then those expenditures are relevant to Citizens for No New Debt's major purpose.

Heads – the attorneys win. Tails – I lose. I deserve relief from this persecution.

Finally, the Division comments that if Bailey made the expenditure, and not Citizens for No New Debt, then the disclaimer included in the advertisement is inaccurate and therefore likely still violates Colorado law.

The point of the disclaimer is first and foremost to communicate who paid for it. Obviously, the disclaimer on the \$300 ad was incorrect, this is an error that was

completely inadvertent. Nonetheless, the reality of the situation is that the money for that ad was from my personal credit card and is therefore outside the Scope of this complaint against Citizens for NO New Debt. Who paid for the \$300 ad is the point of the situation and the point of the situation doesn't change the reality of who paid for the \$300 ad. Oh crap, I'm writing like the attorneys now.

"likely still violates Colorado law" Yes, it does. I have tried to follow the law every step of the way, starting with recording my expenditures exactly as Myra with the Colorado sos told me so. Myra appears to be the only honest, caring, person at that office.

These attorney's are the most righteous government payroll individuals I have ever seen. Every one of these attorneys violate laws every day. For example, tell me that these attorneys are so damn perfect that when driving home tonight they will never be 5 miles per hour over the speed limit.

This entire case is about a situation so tiny that I would compare it to speeding 41 in a 40 zone. To persecute me for 10 months for this is more than crass and unacceptable, it's foul human behavior committed by attorneys bent on dominating and winning at any cost.

III. The Division's decision to rely on Bailey's assertions instead of obtaining the Denver Post insert does not warrant dismissal.

Next, Respondent faults the Division for not obtaining a copy of the Denver Post insert referenced in the Complaint during its investigation. See Second Mot. to Dismiss at 2-3; Compl. ¶ 16. But that strategic choice was informed by Bailey's comment to the Division that his advertisements all looked the same as the one included in the original third-party complaint. See Compl. ¶ 20. As Respondent's Motion notes, once it became clear as a result of Respondent's Answer that the Denver Post insert was not identical to the other advertisements, the Division obtained a copy in discovery and will present that copy as evidence during the hearing. Second Mot. to Dismiss at 3.

I clearly told Jim Scott on the phone that the 4-page insert had my name on it, the registered agent for Citizens for NO New Debt. For the Opposition to Second Motion to Dismiss to claim that the attorney's thought the 4-page printed insert was the same as the digital ad that was designed by the Denver Post for a digital newsletter – this is just total nonsense.

The phone call on 6/4/2025 will show that I clearly told Jim Scott that I had the name of the registered agent on the 4-piece insert. And Jim Scott did nothing about it except to continue to try to fine me. This is intentional malpractice by the attorney's in the first place, and then again in trying to deny this in the Opposition to Second Motion to Dismiss.

IV. The Complaint included no political commentary, and even if it did that is not grounds for dismissal. **Yes it did, and yes it is.**

Finally, Respondent alleges that the Division “took a political position” in its Complaint, and that doing so “is illegal.” Second Mot. to Dismiss at 3-4.

First, saying that the proposed ballot measure would issue new debt to “support capital improvements” is not a political position. The text of the measure itself asked whether debt should be increased to “finance capital improvements.” In this context, “support” and “finance” are synonyms.

The text of the measure is the political argument and when you quote the political argument as you hand me a complaint – this is very wrong and illegal behavior from the Colorado sos.

The complaint from the Elections Division clearly took a political position in Paragraph 12., “The ballot measure would have authorized the issuance of new debt to support capital improvements for the Denver Public Schools.”

New debt does not support capital improvements as the schools will have more money to support capital improvements, per dollar of revenue, without using debt (basic math).

This statement by the Elections Division, this argument by the Elections Division about “supporting capital improvements” was a primary point of contention for the political campaign in question.

Second, Respondent cites no law—and the Division is aware of none—supporting dismissal for such comments in an administrative complaint.

Mal-practice by the attorneys supports dismissal.

CONCLUSION

The complaint should be dismissed as this is the right thing to do.

The Second Motion to Dismiss should be treated as a Motion for Judgment on the Pleadings and denied.

Respectfully submitted this 12th day of August, 2025

PHILIP J. WEISER

Attorney General

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CERTIFICATE OF SERVICE

This is to certify that I will cause the foregoing to be served this 12th day of August, 2025, by

email and/or U.S. mail, addressed as follows:

Citizens for No New Debt

C/O Registered Agent J Robert Bailey

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C-205

Denver, CO 80203

Bailey@citizensfornonewdebt.org

Respondent

/s/ Peter G. Baumann