

Laura Owens & Elizabeth Naylor

[REDACTED]

Scottsdale, AZ 85254

Pro Se

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

In Re the Matter of:

<p>LAURA OWENS, ELIZABETH NAYLOR Plaintiff,</p> <p>vs.</p> <p>[REDACTED] [REDACTED] LLC</p> <p>Defendant,</p> <p>_____ /</p>	<p>Case No. CV2021-053242</p> <p>MOTION FOR SUMMARY JUDGMENT</p>
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Pursuant to Ariz. R. Civ. P. 56(a), Laura Owens and Elizabeth Naylor ("Plaintiffs")

hereby move this Court for summary judgment against [REDACTED], [REDACTED]

Construction LLC ("Defendant"). This motion presents a pure question of law and

therefore is appropriate for summary judgement. This motion is supported for the

following memorandum statement of facts with attached exhibits filed contemporaneously herein, as well as the entire record in this proceeding.

NOTICE

This motion asks the judge to rule against you without holding a trial. You have a right to file a written response to this motion. Your response must be filed within thirty (30) days from the date this motion was served. Your response to the motion must include:

(1) A statement of facts, with each of the facts stated separately in numbered paragraphs or numbered sentences. A statement of facts must be supported by affidavits, exhibits, or other material that establishes each fact by admissible evidence. It is not enough for you to simply deny facts. You must present evidence that shows a genuine dispute of the facts.

(2) A memorandum of law that summarizes the issues, provides legal authority in support of your position, and describes why the judge should deny the motion.”

SUMMARY OF RELEVANT FACTS

1. The Plaintiffs in this case hired Defendant to work on their existing horse facilities at [REDACTED], Scottsdale, AZ 85254. The Plaintiffs do not run a commercial business, nor do not engage in the practice of boarding, training, or lessons from the public. They only house their own animals on the property. The Plaintiffs have six of their own hunter/jumper show, sales, and retired horses and were looking for a contractor to remodel the horse facilities on a residential property they had purchased.

2. The Defendants in this case are a contracting company who advertised on Facebook that they practiced remodeling, specifically with horse properties (**exhibits 1, 2**), and the specialized products and structures associated with these types of entities.

3. On or around December 16, 2020, Plaintiff asked on Facebook for bids from contractors who were familiar with high-end feeders, footing and stall flooring products needed to create top quality accommodations for their horses.

4. The Defendant called the Plaintiff regarding her posting. The Defendant's company was the only company that submitted a bid and indicated they had the experience with the specialized products necessary as well as previously working on projects with hunter/jumper businesses of the caliber of Plaintiffs. Relying on this information and low bid, Defendant awarded the job. The Defendant sent photos of what the barn would look like when completed to the Plaintiff. The Defendant attached a photo in every invoice to the Plaintiff of what the end result would be for the Plaintiff's barn, with wood, an overhang, and a tack room (**see exhibit 30**). The end result was nothing like this (**see exhibit 121**).

5. The quote given to the Plaintiff by the Defendant was \$7,320 (see **exhibit 3**) on December 16, 2020, which was to include the barn, arena, tack room, wash rack, and materials. The timeline given for completion of the contract was four days to begin in early February with a completion date on or before February 16. Defendant was made aware that the horses would be arriving at this time and the necessity for the work to be completed on schedule. It should be noted that the Defendant has claimed to be unable to find this estimate on his computer (see **exhibit 4**). On March 10th, 2021, soon before the construction began, the Defendant emailed the Plaintiff a new invoice, that, while dated December 16th, 2020 (see **exhibits 5, 6**), was for \$30,372. This amount was significantly different from the one that the Plaintiff had expected to spend on the project, which was \$7,320.

6. The Plaintiff was forced to pay to board their horses at other facilities due to the Defendant's not even beginning construction by the date that the three horses

arrived. This cost an unexpected additional \$2,621.67 at [REDACTED] in Thermal, CA from February 1 - March 1st (**see exhibit 7**) and \$659.20 from February 1st - March 10th at Lauren [REDACTED]'s property (**see exhibit 8**) in Scottsdale, AZ.

7. The Plaintiff reached out daily to the Defendant to ask when construction would begin and to emphasize the need for the facility to be completed (**see exhibits 9-30**). The Defendant was extremely difficult to connect with; most of the calls and text messages made by the Plaintiff went unanswered. When the Defendant did answer the Plaintiff, the Plaintiff was given excuses and told the work would begin in the next day or two. The Plaintiff felt that the Defendant was the right person for the job and was patient with his timeline, but did request updates. On February 8th, the Plaintiff told the Defendant that they needed to hire someone else who was more reliable and reachable (**see exhibit 11**), but the Defendant called the Plaintiff and assured her that he would complete the work soon. The Plaintiff also asked repeatedly to review the contract that the Defendant said the

Plaintiff would need to sign. The Defendant would answer that he had forgotten to send it over to review, but that he would do it as soon as he got home that day.

8. After the Defendant's crew arrived and unloaded their heavy machinery, the Defendant asked the Plaintiff to sign the contract. The Defendant told the Plaintiff that "the contract is standard" and that she did not need to review it. The Defendant pressured the Plaintiff to sign it immediately because he claimed he was needed immediately for an issue with his crew. The Plaintiff signed the contract and was told by the Defendant that he would email her a copy of it as soon as he got home. He never did. Between the time that the Plaintiff signed the contract until today, the Plaintiff has asked the Defendant countless times for the contract, but he will not produce it. The Plaintiff paid the Defendant \$17,719 on March 17th (**see exhibit 31**) to begin the work. The Plaintiff paid the Defendant \$8,883 on April 6th (**see exhibits 32, 33**).

9. The final payment of \$7,906 was given to the Defendant by the Plaintiff on April 23rd because Defendant assured Plaintiff that the project would be completed by the end of the day (**see exhibits 33, 34**). The payment instructions said, “remaining 50% due at completion of estimated scope of work”. The job was by no means completed that day, and the Defendant completed very little of the remaining work by the beginning of June.

10. It should be noted that the Defendant did not change the ‘signed’ date on any of his invoices, so they all appear to be signed on March 16th, even though the Defendant’s prices rose significantly from the beginning to the end of his time working with the Plaintiff.

11. The Defendant raised the price gradually, but drastically during the course of construction, despite the fact that the scope of work completed was significantly less than what was quoted in the Defendant’s initial estimate of \$7,320 (**see**

exhibit 3). The final amount paid by the Plaintiff to the Defendant for non-completed work was \$34,508.00 (**see exhibit 37**). The Defendant was paid by Cashier's Check or credit card (**see exhibit 35**) each time he requested a payment from the Plaintiff.

12. While on the Stable Comfort mats installed by the Defendant, the Plaintiffs pony, Tiffany, contracted laminitis. The Stable Comfort mats are designed to prevent foot problems like laminitis, which is why they were purchase by the Plaintiff. This resulted in a \$1,805 vet bill on April 20th (**see exhibit 38**). This started to raise red flags to the Plaintiff about the Defendant's work. The Plaintiffs prize hunter/jumper show horse, Scirocco 91, has been seen by vets for lameness issues that they attribute to the unevenness in the Stable Comfort mats installed by the Defendant, with one of the treatments being steroid injections to his back and legs (**see exhibit 39**) . Scirocco 91 was named the Best Equitation Horse at the United States Equestrian Team Talent Search Finals. This is the most prestigious title that

an equitation horse can win, and horses of this caliber have been sold for as high as \$1 million dollars.

13. On or around May 18th it was determined that the instructions for installation of the Stable Comfort Mats had not been followed and that the mats were dangerous as installed. The Plaintiff researched installation online and learned that there should not be a single ridge in one mat, let alone fifteen in a single stall. The mats were sinking into the ground, the material in the mats was leaking, and were truly dangerous as is as **(see exhibits 40-43)**. The Defendant had even posted photos of the incorrect installation on his Facebook page as if he were proud of the work **(see exhibit 44)**. Defendant reached out to a Mr. Jason [REDACTED], one of a limited number of Stable Comfort dealers in North America. Upon seeing Defendant's work he stated that it was "the worst installation he had seen in twenty years". The Plaintiffs had to immediately move their horses so that the Defendant could

attempt to reinstall them, which came at a cost of \$1112.90 (see exhibit 49).

14. Defendant was given a second chance to install the mats by the Plaintiff (see exhibits 46 - 48). Defendant refused to oversee the work and did not communicate with Mr. [REDACTED], as directed by the Plaintiffs, to ensure proper installation. Two of the Defendant's young workers, who had no experience with Stable Comfort mattresses, rushed through their installation, which was again deemed to be wrong by Mr. [REDACTED] (see exhibit 50).

15. According to the Defendant, the Quick Feed feeder boxes were more difficult to install than he originally thought and Battery boxes would need to be fabricated which was not done. The delay to install was drawn out for weeks. Finally, Plaintiffs had to hire a handyman for \$419 and the correct boxes were purchased on Amazon for \$12 each (see exhibits 51, 52). It was later discovered that Defendant's improper storage of these products during construction rendered the

feeders damaged and unusable. The Plaintiffs paid \$1,733.96 for these items and did not get to use them once (**see exhibit 53**).

16. Defendant was asked repeatedly to contact the president of the Nolan Engineering company, John [REDACTED], for instructions to install the Quick Feeders.

Defendant never contacted him.

17. It was later discovered that Defendant had no experience with the specialized, high quality items and had grossly misrepresented his skill set and expertise.

18. The repeated delays and the negligent installation of the footing and the additives, caused the Plaintiff's horses to lose fitness due to their inability to work in an arena.

19. Plaintiffs could not advertise a horse for sale at their residence due to their being no area to ride. Plaintiff has sold horses for as high as \$150,000, such as Editor's Note, who won at the United States Equestrian Federation Pony Finals. The Defendant's construction delays occurred during the prime season for horse sales due to the months-long Arizona and Palm Springs winter circuits, and the Plaintiffs had planned on making somewhere in the low six figures during this time period. The Plaintiffs did not have a chance to make any money on their horses during the late winter, spring, and early summer seasons - their time dealing with the Defendant.

20. The TruTex footing bags did not get opened by Defendant until April 27th, long after the expected date of project completion. The installation instructions were not followed, and the wrong equipment was used to install it. This resulted in the footing being unusable and all riding being suspended until it was fixed. In an email exchange between the Plaintiff and [REDACTED], a Senior Customer

Service representative with TruTex, Ms. [REDACTED] said, “I am so sorry you’ve had to deal with product loss with your previous contractor”, and “I am so sorry your prior contractor did not offer you the proper services and support” (see exhibit 54). The TruTex footing was purchased by the Plaintiff for \$6,878 (see exhibit 55).

21. It was discovered that the Defendant’s mixture of the TruTex fiber footing, sand, and ArenaKleen was so poor that it is considered dangerous. ArenaKleen’s Technical Support team told the Plaintiff in an email that the photos sent to them by the Plaintiff that the ratio of the products in the arena was incorrect and that there was a high percentage of fiber compared to the sand and ArenaKleen. This means that there will be “significant amounts of extremely fine, extremely light dust, which, once airborne, due to its lightness, remains airborne for long periods of time. The dust is so fine that it is below the 10 micron and 2.5 micron threshold. The WHO has their maximum health warning on dust particles in these

two regions.” (see **exhibit 56**)

22. In addition, Defendant was asked via numerous written communications, when the “extremely strong” canvas backing that he ordered was going to be installed (see **exhibits 57-60**). The Defendant repeatedly told the Plaintiff, "today", each time, yet the day of installation never came. In a desperate attempt to keep the horses safe from the elements during monsoon season, the Plaintiffs ordered a canvas backing on June 5th, which blew down and could have caused immeasurable damage and/or tragedy on June 16th (see **exhibits 61-63**).

23. On May 30th, the day when Defendant allegedly sprayed the ArenaKleen, Plaintiff’s discovered that not all of it was used and that the remaining amount had been taken away on the Defendant’s trailer. Defendant had originally instructed the Plaintiff to get enough for a 110' x 140' ring. Plaintiffs’ rings are 110' long x 80' at the very widest part, with most of it being around 50'-60'. Plaintiff ended up with a

dry ring when it should have been soaked given how much extra product was purchased. The ArenaKleen that was used was carelessly spread on the Plaintiff's dividing wall, eucalyptus tree, stalls, and tack trunks, and there were hundreds of rocks in the ring left by the defendant, despite the fact that that was the last day that the crew showed up. **(see exhibits 63-66)**. The arena was no where near completed and ready for use, as the defendant had claimed.

24. It was discovered by witnesses, that several items were taken by Defendant, including a drum of ArenaKleen, which was approximately \$508. The total price paid by the Plaintiff for ArenaKleen was \$6,878.40 **(see exhibit 67)**.

25. Defendant was told many times that the horses were getting injured because of the poor quality of welding that was done **(see exhibit 70-72)**. The workers even admitted to being new to welding and that they were making many errors due to their inexperience. The original foreman of the project was subsequently fired.

Plaintiff was told by one of the Defendant's crew members that a big reason for the Foreman's termination was that he had made mistakes on our property. These admitted errors resulted in one of Plaintiff's horses getting his hoof caught in the fence (**see exhibits 68-69**) and four of the other horses suffered cuts that have scarred due to the wire not being filed down properly (**see exhibits 73-75**). This is not only inhumane, but the blemishes are detrimental to show horses, who are judged on the basis of their appearance. Gate latches were not securely attached and all have either been loose or come off completely (**see exhibit 76**).

26. Defendant cut a large section of fencing out where the cross tie was to be installed causing the Plaintiff's most valuable horse to escape through the area where the fencing had once been and to become stuck in a very small gap between Plaintiff's arena fence and their neighbor's wall. This could have caused the horse major injury, if not death, due to Defendant's negligence and incompetence.

27. Plaintiff requested on several occasions that the Defendant cease verbal conversations and instead communicate via text or email so that there would be a paper trail of communication (**see exhibits 77-78**).

28. The Plaintiff asked the Defendant to “shore up” the ‘hill’ by the first stall that had been created by the Defendant. The Defendant claimed to have built the barn on such an incline because that would prevent damage if there were to be heavy rainfall, but that was not the case. The barn flooded several times (**see exhibit 79-82**) and his ‘leveling’ did not appear to have worked. The Plaintiff desperately contacted the Defendant several times to fix the issue, but he did not respond. The ‘hill’ was so high up that a retaining wall was required as the barn did not have a solid foundation otherwise (**see exhibits 83-90**). The Plaintiff was unaware that the Defendant was not licensed to construct retaining walls according to the Registrar of Contractors (**see exhibits 91-92**). He was only licensed to do fencing, yet completed work for the Plaintiff that went far beyond the scope of that. The

Plaintiff was also unaware that the Defendant was not a licensed contractor while advertising to her and the public that he was in the fall of 2020. He did not get licensed by the ROC until February 12, 2021 (**see exhibit 91**).

29. The Plaintiff text messaged and emailed the Defendant with questions related to overbilling, double billing, and getting a refund. The Defendant claimed several times that he was amenable to this.

30. Defendant was asked not to return to the property on June 17th given that it had been two months since the Plaintiffs final payment, it was clear there were billing issues, and the Defendant had shown his inability to perform the work he had been hired for.. However, on the morning of June 19th, Defendant showed up at Plaintiff's property at 6:50am and entered the horse facility through their driveway. There were several workers on the grounds who asked what the Defendant was doing, and he stated that he was "looking for Laura". The workers

instructed the Defendant to leave the property, but they did not comply and instead left the horse facility to ring the doorbell at the Plaintiff, Elizabeth Naylor's, residence (**see exhibit 93**). Defendant claimed he wanted to discuss the invoice with Plaintiff in person, despite being told repeatedly to communicate only in writing. A police report for trespassing was filed with the Scottsdale Police Station.

31. The Plaintiff emailed the Defendant right after his unwelcome visit that day and explained exactly what needed to be repaid (**see exhibits 94-95**). On June 21st, the Plaintiff sent the Defendant an album of images on iCloud to show him how dangerous and unacceptable his work was. In response, the Defendant explained that he would pay back the full amount of money that the Plaintiff had paid him, which was \$33,447.57 (**see exhibits 96-97, 103**). On June 22nd, the Defendant said that he did not have funds available to pay the Plaintiff in full, but claimed that he had \$16,723.78 available immediately and that he had applied for a loan

for the amount he was deficient (**see exhibit 98**). Defendant claimed that he had a daughter who was recently diagnosed with thyroid cancer and was receiving radiation and asked for an extension to pay until July 1st (**see exhibit 99**). The Plaintiff is now aware that the Defendant does not have a daughter with thyroid cancer and that he had made this up to delay payment. The Defendant had told another client who was dissatisfied with his work that he was unable to respond to her messages because he had been in Hawaii for two weeks (**see exhibit 100**), while in reality, the Plaintiff was in Arizona as he had seen the Plaintiff during that time period. Plaintiff's gave Defendant a deadline of 5pm on June 25th to refund \$33,447.57, however no payment was received. The Defendant claimed to have issues obtaining the loan initially, but said that he had been approved on June 25th. He was asked to have a third party bring the funds that he had available to the Plaintiff immediately, but claimed it was too late in the day to do so (**exhibits 101-105**). Defendant was advised that fees would continue to mount over the weekend and that Plaintiff would investigate his work to determine if further

charges would be incurred. Defendant failed to acknowledge this communication.

32. On June 28th, Plaintiff made another payment request with the additional fees and discovered damages now amounted to \$44,441.43 (see **exhibits 106-109**). This new amount included the materials that the Defendant said he needed and that the Plaintiff had to pay out-of-pocket. It should be noted that this does not include the replacement prices that the Plaintiff will need to pay for new Stable Comfort mats, ArenaKleen, Quick Feed, and TruTex, which have gone up in price and now amount to more than \$40,000.

33. Defendant has ignored all of Plaintiff's requests for updates with respect to payment as well as demands to see the contract since Jul 1st. Multiple requests for Defendant's insurance company's information were also unanswered (see **exhibits 110, 111**), even though the Defendant had advertised on Facebook that his business

was insured (**see exhibit 112**) .

33. The Registrar of Contractors was contacted and a complaint was filed on July 7th that was never responded to by the Defendant (**see exhibits 113-120**). Plaintiff was informed by [REDACTED], an investigator, that the ROC would not be the best route to go in order to get reimbursement in this particular situation. He explained that the ROC can only get contractors to fix or complete work, not reimburse for poor work. The Defendant had already been given ample opportunity to fix his work and did not do so, and intimidated the Plaintiff by trespassing. Therefore, the Plaintiff did not want the Defendant to return. The Defendant did not file a written response to the Plaintiff's complaint.

LEGAL STANDARD FOR SUMMARY JUDGEMENT

A party is entitled to summary judgement when there is no genuine issue of material fact and the moving party is entitled to judgement as a matter of law. *See Orme School v. Reeves, 166 Ariz. 301, 802 P.2d 1000 (1990)* A motion for summary judgement is appropriate and should be granted if the facts produced in support of the claims or defense have so little probative value, given the quantum of evidence required, that a reasonable person could not agree with the conclusion advanced by the proponent of the claim or defense. See id at 1008.

In this case, there is no genuine issue of fact. As a matter of law, the contract that Defendant entered into with Plaintiff is both legal and enforceable. There is no dispute that Plaintiff hired Defendant to do the aforementioned job and that Plaintiff is owed the money requested due to Defendant's negligence and admitted inadequate qualifications to properly complete said job.

ARGUMENT

From the outset, Defendant deliberately misrepresented his knowledge and expertise in the specialized areas Plaintiff required for the aforementioned job. Defendant did so to fraudulently induce Plaintiff's into entering a contract with him. The Plaintiff selected the Defendant as their contractor because he falsely claimed expertise in remodeling high end horse facilities and in specialized products associated with the equestrian industry. None of these claims were truthful as evidenced by the sub-par work that was performed. Defendant was aware these claims were untrue at the time he made them with the clear intent to induce Plaintiff to hire him. Plaintiff relied upon these claims when hiring him and was thereafter injured due to Defendant's fraudulent claims and misrepresentations. The Defendant performed significantly less work than his original estimate of \$7,320, which included stalls for six horses, a wash rack, a feed room, and other things, yet the final amount paid just to him (not including materials independently purchase by the Plaintiff, was \$34,508.

The Plaintiff earns side income through buying and selling an investment horse or two at a time. During construction, there were no facilities available to house or train

horses at the residence, thus no opportunity to maintain the fitness of the horses, nor to accumulate a new horse to sell. Defendant left the project dangerous to animals. The Plaintiff sold three investment horses in early part of 2021 for more than \$115,000 before the Defendant. Given that the goal of the company is to sell one horse per month, the potential loss of income is about \$40,000 per month, or \$250,000+ during the time that the Defendant was supposedly completing work. The Plaintiffs have yet to conduct any business in Arizona due to the facilities not being adequate and the scope of repairs still needed to be made.

To date, Plaintiff has tens of thousands of dollars in repairs to make due to Defendant's negligent construction. Repairs will take several more months, if not a year or more, resulting in further missed opportunities to earn income with a(n) investment horse(s) as well as potential injuries to the animals. While Plaintiff typically travels to horse shows more than thirty weeks per year to increase the value of a horse, she has been unable to leave the property overnight whatsoever since she became involved with the Defendant since there have been several instances where horses have become loose or

injured as a result of the Defendant's fault work. The Plaintiff continues to make repairs as needed. The out of pocket expenses to attempt to mend his work have been astronomical.

The negligence shown by Defendant and his crew have led to several physical injuries to the Plaintiff's horses including an episode of laminitis, lameness, injuries to the neck and legs of several horses, and severe cases of thrush to five horses caused by water damage from Defendant's incorrect leveling and construction of the barn.

Defendant had several opportunities to fix his poor work himself and chose not to. Defendant's blatant indifference for the harm he caused was egregious. Defendant laughed when our horses escaped from his poorly constructed stalls, stating "it was like they were playing musical chairs". Defendant showed a callous disregard for the health and welfare of the animals.

The damages incurred by Plaintiff are costs of materials and labor needed to fix Defendants poor workmanship, as well as supplemental expenses paid by the Defendant

for vet bills, and a loss of income from any potential sale since the Plaintiff's involvement with the Defendant.

Defendant violated Arizona's Consumer Fraud Statute, which states in pertinent part: the act, use or employment by any person of any deception, deceptive or unfair act or practice, fraud, false pretense, false promise, misrepresentation or concealment, suppression or omission of any material fact with intent that others rely on such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise whether or not any person has fact been misled, deceived or damage."

The materials purchased by Defendants were sub-par and defective (and warrantied by the Defendant and the law). The construction did not hold up against inclimate weather and the negligent installation of footings and stable mats caused Plaintiffs' horses to slip and be injured resulting in veterinarian bills.

The negligent construction failed to properly finish an area for the horses to ride/be shown, and negligent construction caused one horse, Tiffany, to contract laminitis,

several show horses to have serious cuts and abrasions from sharp fencing, and all other horses to lose their health and fitness, amounting to animal cruelty perpetrated by the Defendants.

All of these violations in culmination relate to faulty workmanship involving real property pursuant to A.R.S. §12-552 and A.R.S. §32-1169

Plaintiff also suffered emotional damage from all the aforementioned events caused by Defendant. Defendant, knowing the serious health issues that Plaintiff's family was facing, including Parkinson's Disease, cancer, and heart surgery, claimed he would complete work quickly so as to not add more stress in their lives. He delayed work, fabricated 50+ stories for the delays, and repeatedly said he would show up to work when he did not. This meant that the Plaintiff's schedule was determined by the Defendant. In addition, the stress of needing to find stabling for Plaintiff's horses was innumerable.

Furthermore, on June 19th at 6:50am, Defendant trespassed on Plaintiff's property when he showed up without permission or authority to do so in an attempt to

find Plaintiff, Laura Owens. Plaintiff had previously expressly requested that he not come on the property. This harassment attempt frightened and alarmed her and caused her insomnia and anxiety. The Plaintiff, Elizabeth Naylor, also felt unsafe after he knocked on her door at the same time without any notice of his impending visit.

The Defendant did not argue with the Plaintiffs when asked for reimbursement, and in doing so, admitted that his construction was faulty. In an email to the Plaintiff on June 25th, the Defendant wrote, "I agree to repay amount stated in previous email from last week which total amount stated is 33,447.57." The Defendant stated on the same day that he needed to obtain a loan and that the loan manager told him that the funding would be available to pay the Plaintiff by July 1, 2021. The Plaintiff was never paid by the Defendant.

PRAY FOR RELIEF

WHEREFORE, Plaintiff requests judgment against defendant(s), and each of them (if applicable) for compensatory damages in the amount of \$150,000.00 and any

interest, costs, and expenses incurred herein, including but not limited to reasonable attorneys' fees, court costs, and any additional relief as the Court may deem just and proper.

CONCLUSION

For the foregoing reasons, Plaintiffs' motion for summary judgment should be granted.

Respectfully Submitted,

_____*Laura Owens*_____

_____1/6/22_____

Laura Owens

Date

Pro Se Litigant

_____*Elizabeth Naylor*_____

_____1/6/22_____

Elizabeth Naylor

Date

Pro Se Litigant

DECLARATION UNDER PENALTY OF PERJURY

I, LAURA OWENS, am the Plaintiff in this action. I swear or affirm under penalty of perjury that the contents of this document are true and correct to the best of my knowledge and belief.

____ 1/6/22 _____

Date

_____*Laura Owens*_____

Signature

_____*Laura Owens*_____

Printed Name

STATE OF ____Arizona____

COUNTY OF ____Maricopa____

DECLARATION UNDER PENALTY OF PERJURY

I, ELIZABETH NALOR, am the Plaintiff in this action. I swear or affirm under penalty of perjury that the contents of this document are true and correct to the best of my knowledge and belief.

___1/6/22___

Date

___*Elizabeth Naylor*___

Signature

___Elizabeth Naylor___

Printed Name

STATE OF ___Arizona___

COUNTY OF ___Maricopa___

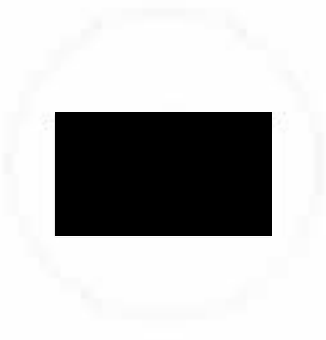
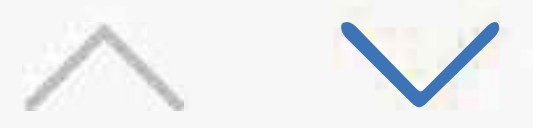
2:18



< Inbox

5 Messages

CV2021-053242



[Redacted Name]

Feb 12 · 🌐



Awesome project wrapped up in Glendale, AZ

2 stall shedrow with a riding arena 🐾🐾✅

And 480LF of fencing & just finishing up arena footing 👍👍👍👍

Let us know how we can help on your next barn or fence project 👍👍



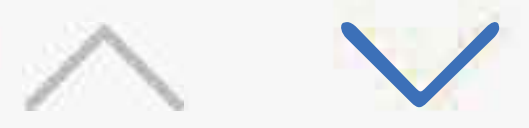
New Message

2:18



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5 Messages
CV2021-053242



9:47 ↖



< [Redacted] Post ...



[Redacted]
Dec 6, 2020 · 🌐

Look at the progress of this barn remodel 🙌🙌🙌



Contact us for a estimate on your next project



➦ Share

👍 5

1 Share

Most relevant ▾



New Message

10:46

LTE

Inbox



Found in Gmail Inbox

This message is from a mailing list.

Unsubscribe



Construction... 12/16/20
To: @gmail.com >

New estimate EST0166 from Construction LLC

Construction LLC

To view your estimate from Construction LLC for \$7,320.00 click the link below:

<https://doc.getinvoicesimple.com/v/a47kzj5/EST0166>

Best regards,

Construction LLC (@gmail.com)



New Message

iMessage with +1 [REDACTED]
6/8/21, 10:31 AM



I am still trying to figure out what the 7 thousand estimate is for

And what is the rest?

The amounts I need to know from above

Ok got it , will get to after I leave appt with my daughter

6/8/21, 5:13 PM

? Really need to know.

6/9/21, 9:32 AM

Working on this today will have most stuff by tonight

Still working with this invoicing company

But should have all other items by tonight

6/10/21, 8:51 AM

Do you have the info? I need it by the late morning or I will estimate so that I can have this written out by the end of the day.

Ok will have it to you shortly

We still got no new info from invoice company for that 7,xxx estimate

But will have the rest shortly

EXHIBIT4

4:01

5G

4 Messages

[Trash](#)

New invoice INV140 from...



----- Forwarded message -----

From: [REDACTED] Construction LLC
<[REDACTED]@getinvoicesimple.com>

Date: Wed, Mar 10, 2021 at 9:41 PM

Subject: New invoice INV140 from [REDACTED]
[REDACTED] Construction LLC

To: <[REDACTED]@gmail.com>

[REDACTED] Construction LLC Invoice# INV140



Invoice total \$30,372.00

Click below to download the PDF invoice.

[VIEW INVOICE](#)



Re: Price adjustments



PDF

Print

ESTIMATE

TOTAL

EST0166

USD \$30,372.00

DATE

12/16/2020

[Redacted]

[Redacted] **Construction LLC**

[Redacted] Construction LLC [Redacted]

Business Number [Redacted]

[Redacted]

Maricopa, az

85139

[Redacted]

[Redacted]

[Redacted].com

TO

Laura Owens

+1 [Redacted]

██████ Polo, LLC
 ██████████
 CA 92274

Statement

Date
3/7/2021

To

		Amount Due	Amount Enc.
		\$181.01	
Date	Transaction	Amount	Balance
11/30/2020	Balance forward		0.00
01/25/2021	INV #81 Due 01/25/2021	\$181.01	845.01
	January Horse Boarding x 4 Horses for 1 week + 1 Day		
	--- Horse Boarding, 3 @ \$250.00 = 750.00		
	--- Horse Boarding, 3 @ \$31.67 = 95.01		
01/28/2021	PMT #VENMO 845.01 Received via Venmo 1/28/21	-845.01	0.00
02/01/2021	INV #830 Due 02/01/2021	2,621.67	2,621.67
	February Horse Boarding x 15 Days		
	--- Horse Boarding, 1 @ \$531.67 = 531.67		
	--- Horse Boarding, 1 @ \$190.00 = 190.00		
	--- Horse Boarding, 1 @ \$950.00 = 950.00		
	--- Horse Boarding, 1 @ \$950.00 = 950.00		
02/24/2021	PMT #VENMO	-900.00	1,721.67
02/24/2021	PMT #VENMO	-1,200.00	521.67
02/24/2021	PMT #VENMO	-404.00	117.67
03/01/2021	INV #951 Due 03/01/2021	63.34	181.01
	March Horse Board x 2 Horses (Barn B) x 1 Day		
	--- Horse Boarding, 2 @ \$31.67 = 63.34		
CURRENT	1-30 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	117.67	0.00	\$181.01

EXHIBIT 7

Search transactions



- Filter
- Payments received
- Payments sent

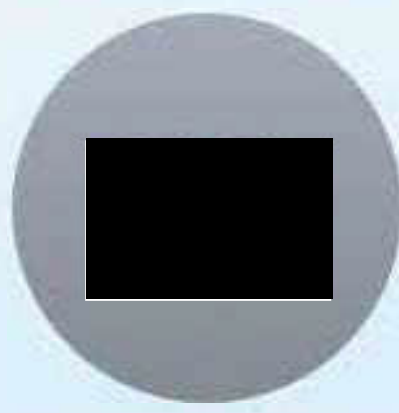
Completed

2021

Lauren - \$144.20
Mar 10 ·
"Boarding"

Lauren - \$515
Mar 1 ·
"Boarding"

< 262



Shawn >

Thu, Jan 21, 10:36 AM

? I want to call them!

Mon, Jan 25, 9:42 AM

Hi! Please lmk ASAP how I can contact the financing company you use so we can get started!

Tue, Jan 26, 8:39 AM

Hi! The lady who does my footing additive was gonna call you today

Performance... JP >

Here's her info

Thu, Jan 28, 10:58 AM

Could you call her back please? I have to order the additive from them ASAP

Sun, Jan 31, 5:15 PM

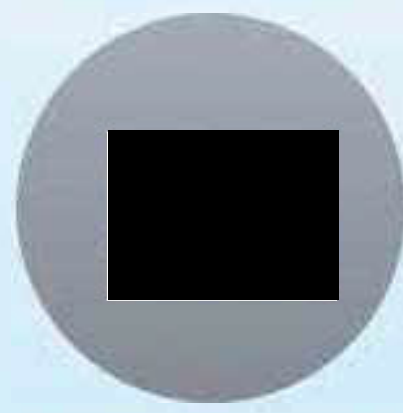
Hey, we can get going on building now, need to get financing sorted out so please let me know ASAP



iMessage



< 263



Shawn >

Sun, Jan 31, 5:15 PM

Hey, we can get going on building now, need to get financing sorted out so please let me know ASAP.

Wed, Feb 3, 9:34 AM

Hey - need to know today whether you are doing this or not

Thu, Feb 4, 3:30 PM

Hey! What's the update?

Fri, Feb 5, 2:38 PM

Aren't we supposed to start Tuesday?!

Fri, Feb 5, 5:22 PM

Hey, didn't get anything yet

Mon, Feb 8, 11:17 AM

Still haven't gotten anything!!!

Mon, Feb 8, 12:32 PM

They have tried to contact you



iMessage





Shawn >

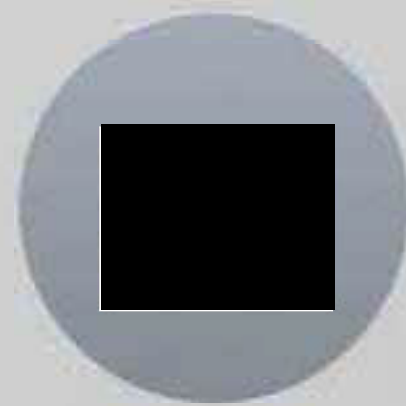
Mon, Feb 8, 12:32 PM

They have tried to contact you multiple times and so have I on other occasions and I think I need to go with someone else who is more reliable and reachable.



iMessage





Wed, Feb 10, 5:04 PM

Let me know what you want me to do with financing

We want to make it easy for you!

Thu, Feb 11, 12:17 PM

Hey! Sorry to bug ya, any update?

Fri, Feb 12, 11:28 AM

Still on for Monday? If so, I need to make sure I book my flight for Sunday

Fri, Feb 12, 2:49 PM

Think we are independently financing so that should be way easier on you 👍

I'm around if you're still free!

Fri, Feb 12, 4:44 PM

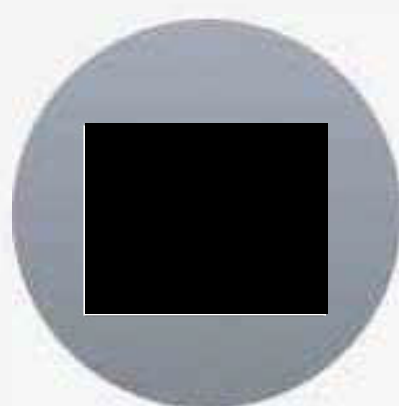
What's your email so I can send you everything?



iMessage



< 263



Shawn >

Wed, Feb 17, 6:06 PM

Any update on the start date?

Thu, Feb 18, 9:40 AM

I'll call right back

Thu, Feb 18, 12:11 PM

Hey - I really need to figure this out

Thu, Feb 18, 2:50 PM

```

Arizona Bill      Destination:
Seq. No:0000
Ticket No: 2021021801762.000  R
OUTLINE

Original Due Date:  /  /      Tim
e:
Transmission Date: 02/18/2021  Tim
e: 2:46 PM      Op: PATRICK.M
Work START Date: 02/13/2021  Tim
e: 8:00 AM

Due Date: 02/22/2021  Time: 5:00
PM
Work: STREET ADDRESS: 1
REAR OF THE LOT P/
L TO P/L
Type of Work: SETTING POST
Hundred Block:
Explosives: N      Permit#: N
ACCESS IS OPEN      ADDRESS IS POSTED      SITE WHITE LINED
Overhead: N      Jobs: OMEKS PROJ
Offsets: Y

Remarks: **Boring = NO
: Caller's Email: SRQANHORSE28CHAI
LACOM
: Work Done For: PROPERTY OWNER

Company: ██████████ CONSTRUCTION
Contact Name: ██████████
Pho ██████████      Fax Phone:
Alt. Contact
Phone:

State: AZ      County: MARICO
PA      Cit ██████████
Address: ██████████
ST
Twp: 3N      Rng: 4E      Sect-Qtr:
22-NE

Lo ██████████ ██████████

ARIZONA PUBLIC SERVICE - CONTRACT L
OCATOR WE Type: ELECTRIC
CITY OF SCOTTSDALE
Type: RECLAIMED WATER,
SEWER, STORM DRAINS,

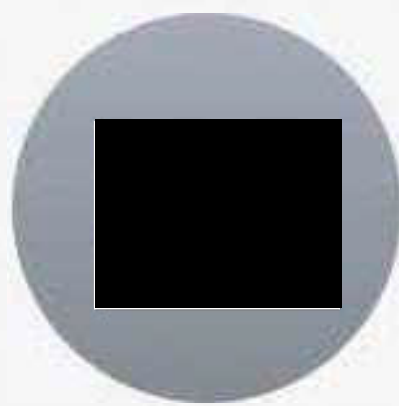
```



iMessage



< 263



Shawn >

Tue, Feb 23, 1:17 PM

Are we doing this? :(

Tue, Feb 23, 6:42 PM



Thu, Feb 25, 10:55 AM

Hey! What time and where to meet?

Thu, Feb 25, 1:58 PM



Thu, Feb 25, 4:50 PM

The structure is getting taken out tonight and everything has been ordered so are we good to go? I have my three horses coming Monday night

Thu, Feb 25, 7:22 PM

What's the address?

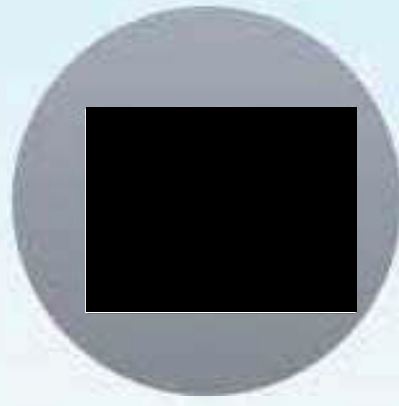
Thu, Feb 25, 8:35 PM



iMessage



< 263



Shawn >

Fri, Feb 26, 11:25 AM

Hi! Didn't get anything yet

Fri, Feb 26, 3:15 PM

Still nothing - I have horses coming Tuesday

Fri, Feb 26, 7:26 PM



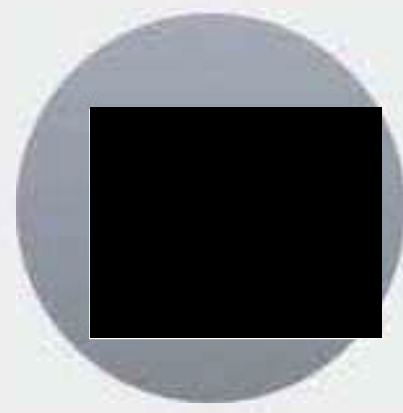
Sorry we had trouble today I've been calling everybody and their cat and drove to Tucson after I left Glendale all pipe is completely gone at the moment and we have enough at yard that will not meet structural specifications as far as load carrying post , we have all beams red purlins and PBR tied down we are now lacking 2 3/8" and 3 1/2" at the moment but we have every reputable supplier looking right now and we also are trying to get a truck in from North Dakota , it has been very stressful and disappointing today finding that



iMessage



< 263



Shawn >

a truck in from North Dakota , it has been very stressful and disappointing today finding that our material that was supposed to be set aside at one supplier wasn't completely there



30 min 😊

How much is #2 right now

No number 2 left at all....but not the #1 I was getting either .prob in between those qualities at \$44



8:16 PM

Any luck on more pipe ?

Thanks and good evening sir



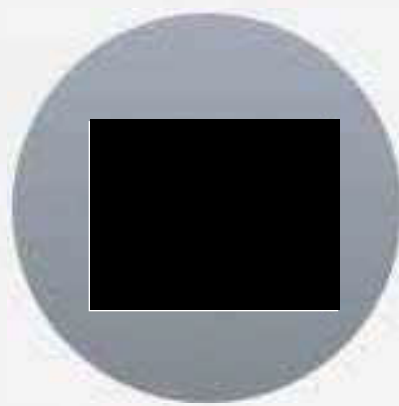
Hang in there we will get this figured out hopefully by tomorrow



iMessage



< 263



Shawn >



Now I'm even trying to black market lol

Wed, Feb 3, 5:48 AM

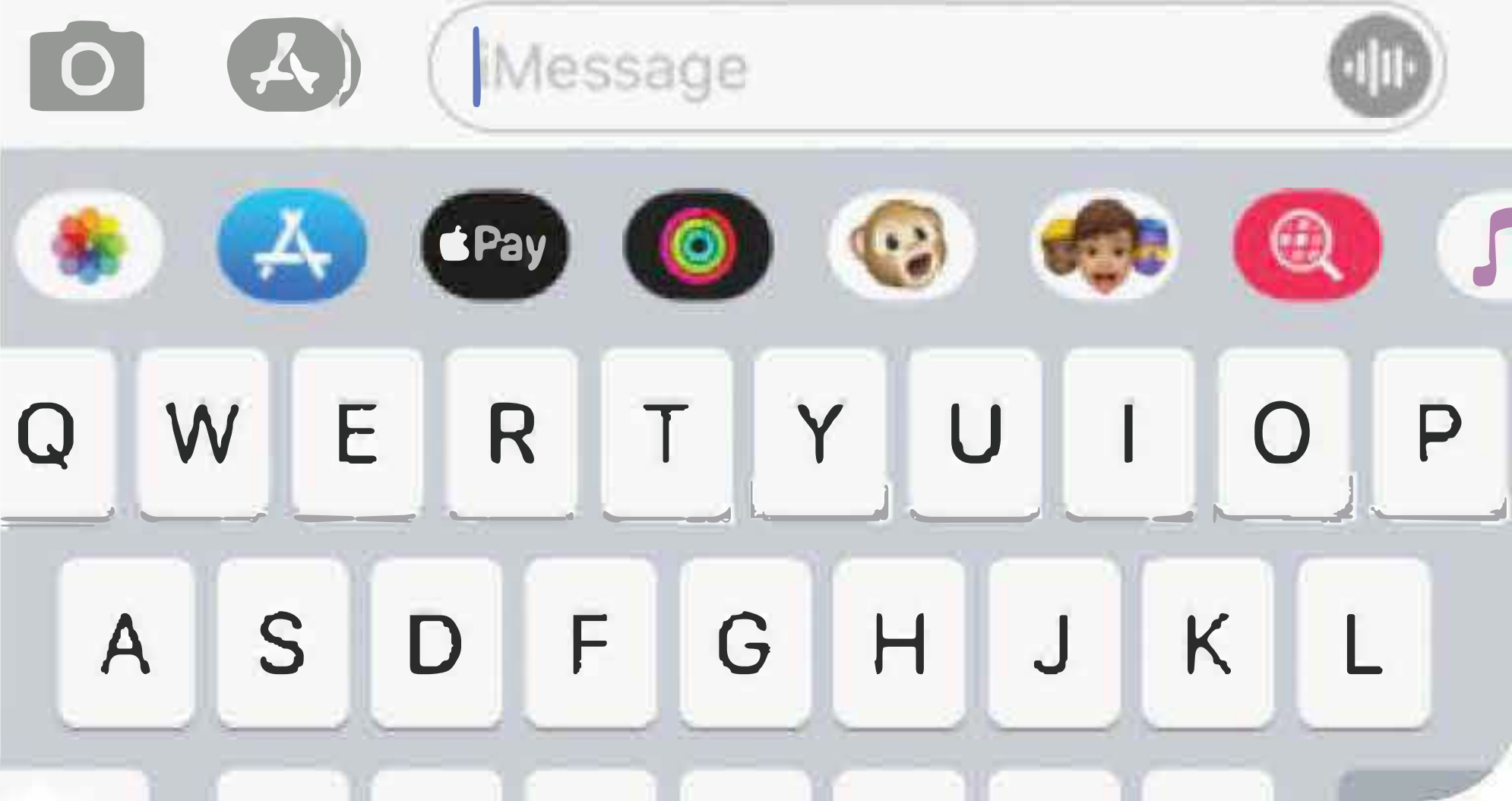
Morning, call whenever you can, phones been acting up and showed voicemail no missed calls

Today 8:42 PM

Good evening any pipe available? 👉

Delivered

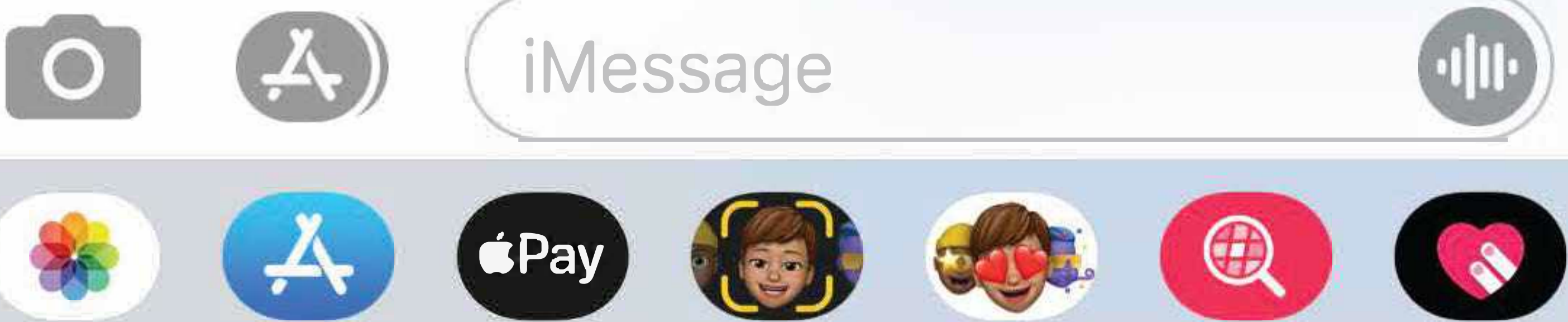
Dude..... the load I was supposed to have coming from Wyoming fell through. I've still been on the lookout calling around like crazy and I'm having zero luck



Omg I love it!!! 😂😂

Sat, Feb 27, 11:15 AM

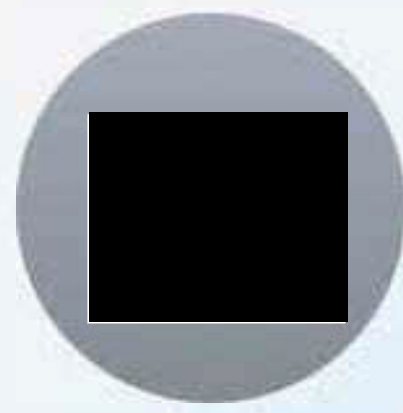
What's the update?



8:03

5G

< 263



Shawn >

Sat, Feb 27, 11:15 AM

What's the update?

Sat, Feb 27, 3:44 PM

Really need to know :/

Sun, Feb 28, 9:13 AM

Sorry to text on a Sunday, but I've got people waiting on me with these horses and I need to make a plan. What's the status?

Mon, Mar 1, 7:06 AM

Please, please give me a call with an update!! Three arrive tomorrow!!

Mon, Mar 1, 4:46 PM

Hi - had to end up boarding them since I couldn't get the stalls done. Please call me whenever you can, I'm really getting nervous about the project getting done and I'm concerned since we don't have a contract yet.



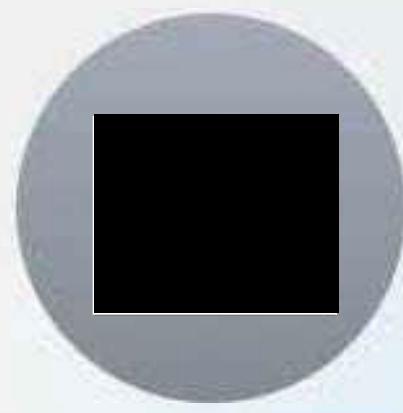
iMessage



8:03

5G

< 264



Shawn >

Tue, Mar 2, 7:54 PM

Tractor is coming tomorrow?

Wed, Mar 3, 8:24 AM

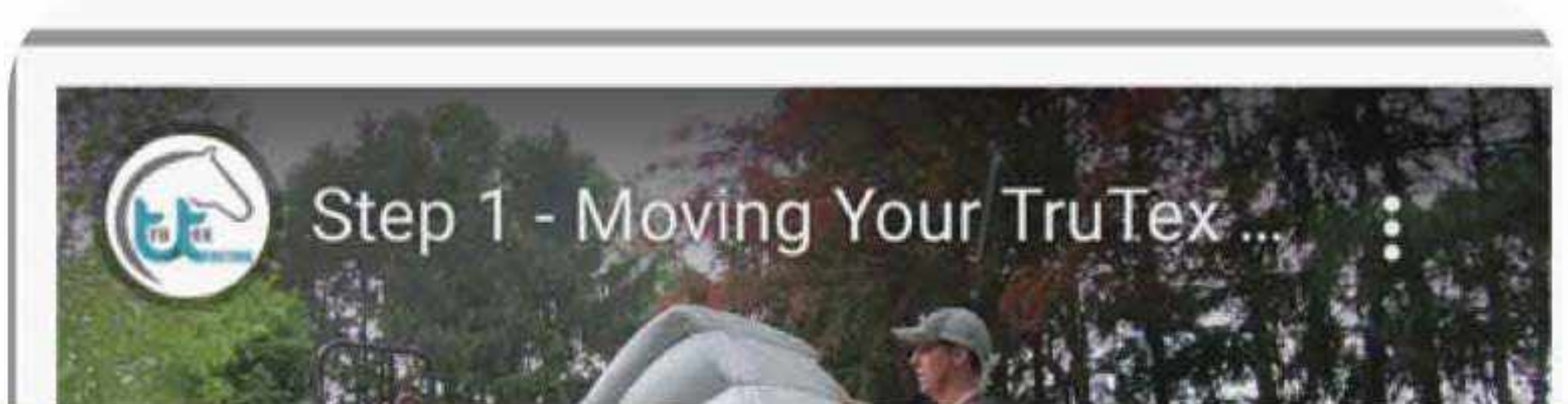
?

Please call ASAP, I have stuff arriving tomorrow and really need to know what time you guys are starting today

Wed, Mar 3, 10:56 AM

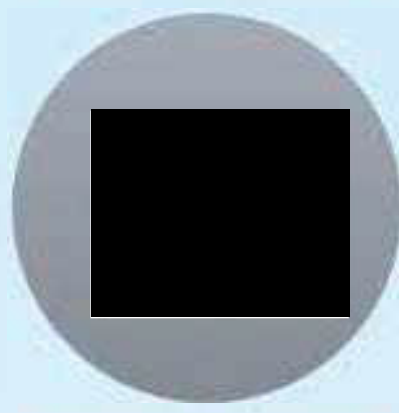
My dad just shattered his knee and needs surgery later today...we are having a very rough day and this is something that we really need to take care of so that we don't have to worry about this/ where our horses and things are going. Can you please give us an update?

Wed, Mar 3, 3:30 PM



iMessage





Shawn >

Wed, Mar 3, 3:30 PM



1. Moving the bales

Your footing will be delivered on pallets, which can be moved using either a forklift or tractor with a fork attachment.

Alternatively, you can move the bales individually using the bucket on your tractor as shown in the video in this guide.

Wed, Mar 3, 6:19 PM

Hope you guys are safe! Did you talk to your wife about the contract?

Thu, Mar 4, 11:25 AM

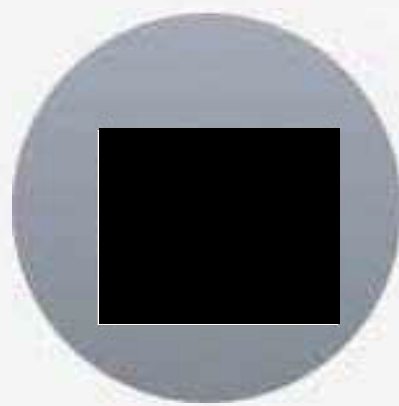
Checking in on the contract and if equipment comes today



iMessage



< 264



Shawn >

Reference Numbers

PRO# : 167514524
PO# : [REDACTED]
PO# : [REDACTED]
QN# : XSSC253.8299999999999999
SN# : [REDACTED]

Appointment Details

Contact Name: Laura
Contact Phone: [REDACTED]
Call time: 3/1/2021 -- 10:21 AM

Please confirm that someone will be there between 2-6 tomorrow!!!

Thu, Mar 4, 5:07 PM



Thu, Mar 4, 6:23 PM

you're killing me here! Need conformation ASAP!! I've got 6500 pounds of footing coming tomorrow between 2 and 6 and they won't hold it!

They will know the time in the morning, but here's what the lady said:

On skids
4 on 42x42x52 and 1 on 43 x 43 x 30



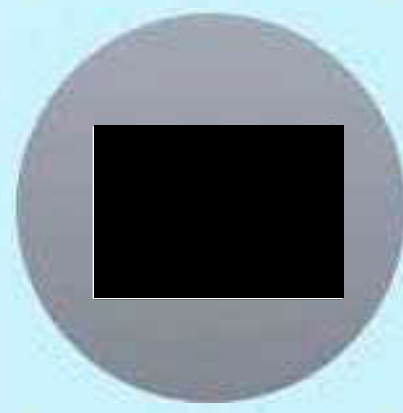
iMessage



8:04

5G

< 264



Shawn >

Fri, Mar 5, 8:00 AM

They are actually backed up on shipments and asked if they could deliver on Monday between 4-6pm. Thought that was better. Let me know when you are coming by to do the contract today!

Fri, Mar 5, 11:43 AM

Just spoke to the horse mat driver and they said they are delivering first thing on Tuesday. It's a lady driver who needs to make sure that she will have two guys to unload them. I figured that was fine since you guys will be there but please let me know!

Fri, Mar 5, 2:28 PM

Is that ok? What time are you coming with the contract? I am waiting here at home

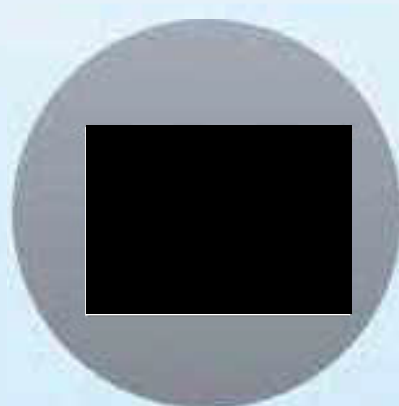
Sat, Mar 6, 11:00 AM



iMessage



< 264



Shawn >

Sat, Mar 6, 11:00 AM

Hi! I stayed home until 6 yesterday waiting for you to come with the contract :(when are we doing this?!

Sun, Mar 7, 11:42 AM

Please confirm that you guys are starting tomorrow and will be there for the footing delivery. The shipping company called again and I need to confirm!

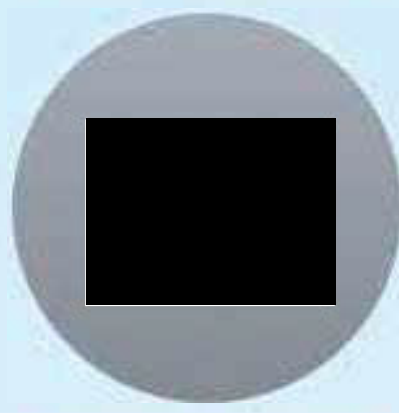
Mon, Mar 8, 7:18 AM

Hello, are you guys starting today???



iMessage





Shawn >

Mon, Mar 8, 9:06 AM

Just got a call from the lady who is bringing my mats from Canada. She will be here first thing tomorrow. Please let me know if you are going to be here for today and tomorrow's deliveries!!!!!!

Mon, Mar 8, 2:59 PM

Can you put up something temporary for my horses for tomorrow or Weds because the lady can't keep them longer

Mon, Mar 8, 4:45 PM

When are the equipment guys coming? And you with the contract?

Mon, Mar 8, 6:50 PM

Can you please confirm timing? I have both footing and mats coming first thing!!!!

Tue, Mar 9, 7:11 AM

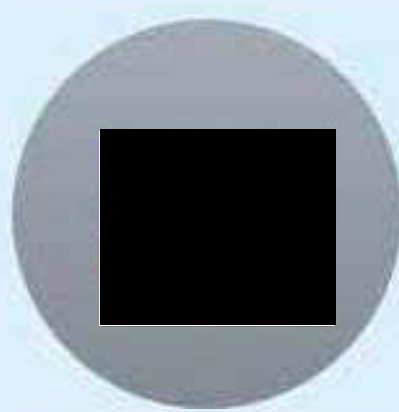
What time will your guys be here



iMessage



< 264



Shawn >

Mon, Mar 8, 6:50 PM

Can you please confirm timing? I have both footing and mats coming first thing!!!!

Tue, Mar 9, 7:11 AM

What time will your guys be here with the equipment? The lady arrives at 9

Will call right back we are having a meeting with insurance adjusters



The lady will be here soon, are they on the way?

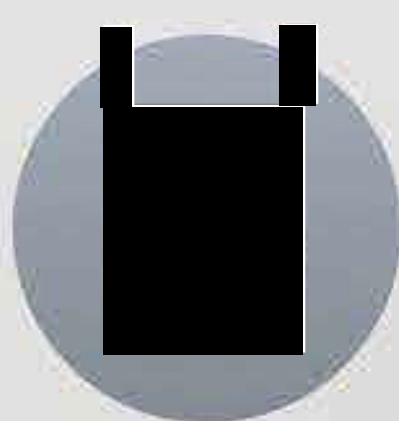
URGENT! I'm gonna be screwed if no one is here

And 6 x 13 rolls of plastic



iMessage





Shawn >

Tue, Mar 9, 10:25 AM

Coming soon? The lady is waiting and asked for an update

Tue, Mar 9, 11:58 AM

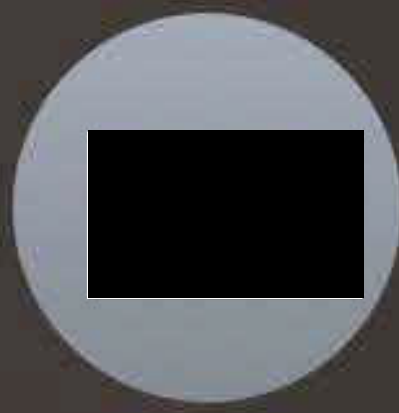
Any update?

She needs an update, she is late for her San Diego delivery



iMessage





Shawn >

Can you guys please help me flatten this into even bedding? I'm getting no where fast with me and a shovel

Wed, Mar 10, 1:35 PM

What time will the stalls be ready?

The horses arrive at 4

Wed, Mar 10, 4:11 PM

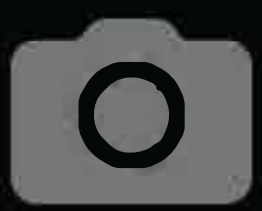
Can you guys take down the shade?

Thu, Mar 11, 11:35 AM

Hey, you guys are still coming today, right? I think my horses are going to lose it being cooped up for a long time and I can't get the water to work over there, so hoping we get going

Thu, Mar 11, 2:28 PM

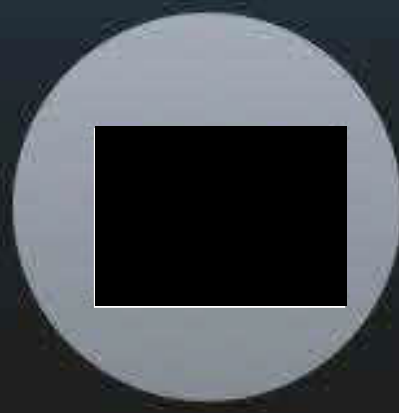
?



iMessage



< 264



Shawn >

Thu, Mar 11, 6:13 PM

Just checking in on the project?

Fri, Mar 12, 8:47 AM

Plan for today??

Fri, Mar 12, 12:30 PM

Getting nervous about the project status... 😞

Sat, Mar 13, 9:56 AM

Hey, what time are you coming?

Sat, Mar 13, 1:21 PM

Just wondered if you have any idea when you're coming? Want to make sure I'm home in time

Sat, Mar 13, 4:01 PM

???

Sun, Mar 14, 10:21 AM

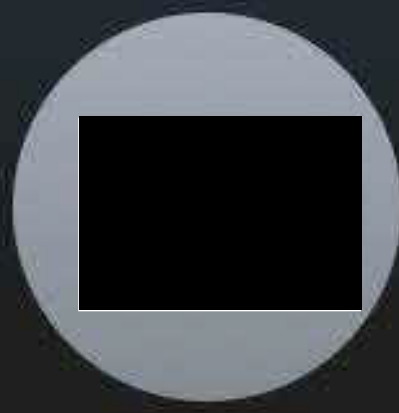
Woke up to one horse all cut up from the cinder block stalled .



iMessage



< 264



Shawn >

Sun, Mar 14, 10:21 AM

Woke up to one horse all cut up from the cinder block stalled . Please let me know when you are starting this. I don't want them in those stalls much longer.

Mon, Mar 15, 8:09 AM

Are you coming today???

On our way

On our way

Thank you!!!

Mon, Mar 15, 12:45 PM

I'm back 👍

Mon, Mar 15, 5:31 PM

My mom says there are two tanks. One is in the arena where the shavings are and she is finding out where the other is

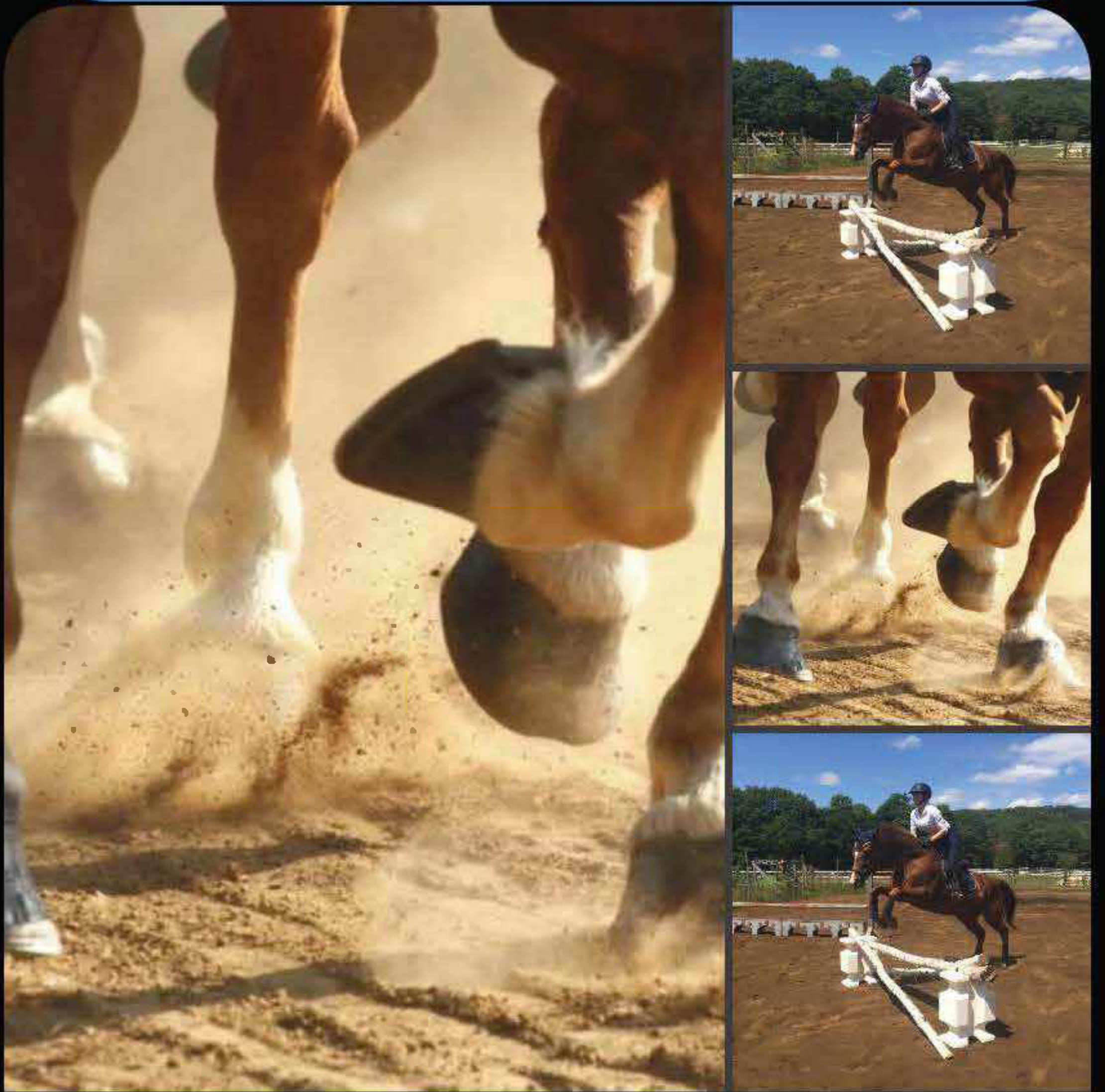


iMessage



Tue, Mar 16, 7:22 PM

I have 5000 pounds of ArenaKleen coming tomorrow Between 1 and 5. Just found out



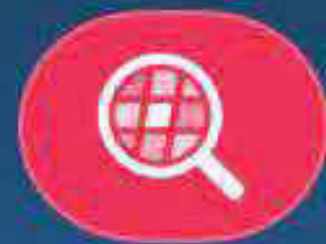
GES - ArenaKleen® Ready to use organic sprayable dust control for riding arenas
veritysupply.net

Wed, Mar 17, 9:13 AM

This is the contact for Jason, who sold me the StableComfort mats:



iMessage





Construction

LLC

Business Number

Marcopa, az

85139

.com

INV140

DATE

03/10/2021

DUE

On Receipt

BALANCE DUE

USD \$16,789.00

BILL TO

Laura Owens

+1 gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
6 stall shedrow 25ft x 10ft stalls	\$26,317.00	1	\$26,317.00
5ft gates into stalls 5 rail stall design Red oxide purlins structure Galvalume PBR panels			
(6) individual 10x20 ft by 10ft tall shade structures to meet scottsdale non permit criteria			
Fence 4 rail galvanized pipe 1 7/8 pipe rail and post 10ft spacing on post	\$19.80	145	\$2,871.00
Sprinkler installation on stalls	\$1,800.00	1	\$1,800.00
Demo of existing structures	\$1,250.00	1	\$1,250.00
Matt installation With baseboard	\$3,200.00	1	\$3,200.00
Wash rack with shade	\$3,456.00	1	\$3,456.00
Deduction of 6th stall	-\$4,386.00	1	-\$4,386.00

EXHIBIT

TOTAL \$34,508.00
 PAID -\$17,710.00
 03/10/2021

Payment Instructions

OTHER
 Credit/debit over phone for deposit
 50% deposit required
 Remaining 50% due at completion of estimate scope of work

BALANCE DUE USD \$16,789.00

DATE SIGNED 03/16/2021

EXHIBIT31

9:54

LTE



Invoice



EDIT

PREVIEW

HISTORY



Company Name
Address
City, State, Zip
Phone
Website

BILL TO

Laura Owens

Address
City, State, Zip

DESCRIPTION	EST	QTY	AMOUNT
Contract Total			126,317.00
Contract Retention			200,000.00

- Sfr done into stalls
- 5 rail stall design
- Red oxide painted structure
- Galvalume PSR panels

Return to: [Redacted] 1234 Main St, Anytown, CA 90210

5 rail galvanized pipe	5,984.00	1.00	57,871.00
1 7/8 pipe rail and post			
10H spacing on post			
Red oxide paint @ 25 gal	\$1,800.00		\$1,800.00
Galvalume PSR @ 25 gal	\$1,250.00		\$1,250.00
5H PSR @ 53 gal	\$3,200.00		\$3,200.00
Galvalume PSR @ 25 gal	\$3,456.00		\$3,456.00
10H spacing on post			
5 rail galvanized pipe	\$4,386.00		\$4,386.00
TOTAL			54,508.00
PAID			228,632.00

Payment Instructions

011419
 Credit/debit over phone for deposit
 [Redacted] Signature
 Remaining 30% due at completion of estimate scope of work

Contract # [Redacted] | Job # [Redacted]

DATE BILLED
03/16/2021



EXHIBIT32

Progress payment 4-6-2021 Inbox x

[REDACTED] [REDACTED]@outlook.com>
to me ▾

Attached is current invoice with deduction of 6th stall shown .

Today these items will be complete:

5 stall shed row with gates \$21,931.00

Automatic water and mister install \$1,800.00

4 rail galvanized fence \$2,871.00

Totals :

Work currently complete \$26,602.00

Deposit (cashiers check) \$17,719.00

Current progress payment: \$8,883.00 04/06/2021

Items left to complete in current contract

Matt installation with wood partitions : \$ 3,200.00

Demo of existing structures \$1,250.00

Wash rack with PBR paneling on bottom \$3,456.00

Total cost remaining to compete : \$7,906.00

To be paid at completion of project by end of week

04/09/2021

[REDACTED]
[REDACTED]
[REDACTED] [@outlook.com](mailto: [REDACTED]@outlook.com)



EXHIBIT33

Deduction of 6th stall

\$4,386.00

\$4,386.00

TOTAL

\$34,508.00

PAID

-\$26,602.00

04/09/2021

Payment Instructions

OTHER

Credit/debit over phone for deposit

50% deposit required

Remaining 50% due at completion of estimate scope of work

BALANCE DUE

USD \$7,906.00



DATE SIGNED

03/16/2021



Final billing on current invoice

Matt installation 3,200.00

Demo of existing structures 1,250.00

Wash rack shade and PBR paneling on bottom 3,456.00

Total 7,906.00 current remaining balance

Matt installation will be complete today 4/23/2021

Demo was complete last week

And wash rack shade complete last week as well

And PBR paneling will be installed when pavers are complete




EXHIBIT34


[REDACTED] on 2021...

[REDACTED] on 2021...

Sean on 2021-04-06 at 20...

Got the fans !!! They have take. Over the vehicle lol

IMG_2372 

IMG_2373 

All the cab and the bed

OMG! Couldn't fit in my little suv

4/6/21, 11:06 AM

Did the electrician come?

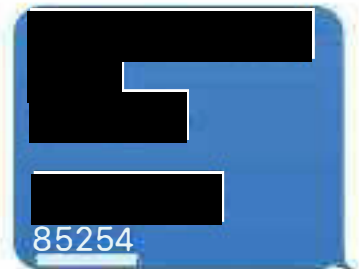
4/6/21, 12:40 PM

I forgot that there's another electrician who wanted to quote me who is almost there...I forgot to cancel him. Just so you know!

Forgot to ask if you guys can hang the fans in the stalls that already have electricity? And did you put in misters there so they can have those?

4/6/21, 7:44 PM

Ok just got in front of my computer



Receipt sent and deleted information have a great dinner and we will see you tomorrow



Construction

LLC

Business Number

Maricopa, az

85139

☎

☎

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]
☎ [Redacted]
[Redacted].com

DESCRIPTION	RATE	QTY	AMOUNT
6 stall shedrow 25ft x 10ft stalls	\$26,317.00	1	\$26,317.00
5ft gates into stalls 5 rail stall design Red oxide purlins structure Galvalume PBR panels			
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Sprinkler installation on stalls	\$1,800.00	1	\$1,800.00
Demo of existing structures	\$1,250.00	1	\$1,250.00
Matt installation With baseboard	\$3,200.00	1	\$3,200.00
Wash rack with shade	\$3,456.00	1	\$3,456.00
Deduction of 6th stall	-\$4,386.00	1	-\$4,386.00

TOTAL \$34,508.00
PAID -\$34,508.00
06/01/2021

Payment Instructions

OTHER

Credit/debit over phone for deposit
50% deposit required
Remaining 50% due at completion of estimate scope of work

BALANCE DUE **USD \$0.00**



DATE SIGNED
03/16/2021



Photo for reference only

Equine Surgical & Imaging Center

Phoenix, AZ 85086-0786

Tel: [REDACTED]

Laura Owens
[REDACTED]

Scottsdale, AZ 85254

Bill for Services

DATE	INV. NUM
04/20/21	91236

Acct no.: 9341

Dr. Fabio Aristizabal

Qty	Date	Patient	Description	Price	Ext	Tx
1	4/20/21	Tiffany	Call Charge- Partial		\$65.00	
1	4/20/21	Tiffany	Exam-Orthopedic		\$80.00	
1	4/20/21	Tiffany	Diq. Xray Superitem	\$0.00	\$0.00	
2	4/20/21	Tiffany	Diq Radiograph-LF Coffin Bone (P3)		\$110.00	
2	4/20/21	Tiffany	Diq Radiograph-RF Coffin Bone (P3)		\$110.00	
1	4/20/21	Tiffany	Pergolide 1mg Tab (60ct Box)(Prascend)	\$260.00	\$260.00	
10	4/20/21	Tiffany	Phenylbutazone Inj./ml ADMINISTERED		\$19.90	
1	4/20/21	Tiffany	DMSO - intravenous	\$80.00	\$80.00	
1	4/20/21	Tiffany	Equioxx Tabs 57mg (60Ct. Bottle)	\$158.00	\$158.00	
2	4/20/21	Tiffany	Gastroguard (1250lb syringe)	\$57.00	\$114.00	
1	4/20/21	Tiffany	Banamine Paste per tube	\$45.97	\$45.97	
1	4/20/21	Tiffany	Phenylbutazone Paste 20gm	\$42.56	\$42.56	

Subtotal \$1,065.43

Tax \$0.00

Bill total \$1,065.43

Prev balance \$0.00

Payment \$0.00

NEW BALANCE \$1,065.43

Pmnt 1: Amt: \$0.00

Note:

Pmnt 2: Amt: \$0.00

Note:

EXHIBIT38

Equine Surgical & Imaging Center

Phoenix, AZ 85086-0786

Tel:

Scottsdale, AZ 85254

Bill for Services	
DATE 09/09/21	INV. NUM 92926

Acct no.: 9341

Dr. Fabio Aristizabal

Qty	Date	Patient	Description	Price	Ext	Tx
1	9/7/21	Scirocco	Call Charge - Area 1	\$80.00	\$80.00	
1	9/7/21	Scirocco	Exam-Lameness		\$175.00	
1	9/9/21	Scirocco	Prostride Processing Fee	\$735.00	\$735.00	
1	9/9/21	Scirocco	Prostride Injection LF Coffin Joint		\$135.00	
1	9/9/21	Scirocco	Prostride Injection RF Coffin Joint		\$135.00	
10	9/9/21	Scirocco	Phenylbutazone Ini./ml ADMINISTERED		\$19.90	
1	9/9/21	Scirocco	Ini Joint Super Item	\$0.00	\$0.00	
0.5	9/9/21	Scirocco	Butorphanol Inj/ml (Sedation/Pain) ADM		\$24.07	
0.3	9/9/21	Scirocco	Detomidine Ini/ml (10mg/ml) ADMINISTE		\$22.50	
1	9/9/21	Scirocco	Xylazine Ini. (per ml) ADMINISTERED	\$0.90	\$0.90	
1	9/9/21	Scirocco	Inj. Lt. Sacroiliac-HA/Vetaloq/Depo (US-	\$235.00	\$235.00	
1	9/9/21	Scirocco	Inj. Rt. Sacroiliac-HA/Vetaloq/Depo (US-	\$235.00	\$235.00	
1	9/9/21	Scirocco	US-guided Rt & Lt L6-S1 intertransverse		\$200.00	
1	9/9/21	Scirocco	US-guided Rt & Lt L5-6 facet its:HA/Cele		\$420.00	
1	9/9/21	Scirocco	Phenylbutazone Paste 20qm	\$48.81	\$48.81	

Subtotal \$2,466.18

Tax \$0.00

Bill total \$2,466.18

Prev balance \$440.56

Payment \$0.00

NEW BALANCE \$2,906.74

Pmnt 1: Amt: \$0.00
Note:

Pmnt 2: Amt: \$0.00
Note:

Thank you for choosing Equine Surgical & Imaging Center to provide your veterinary care. Thank You For Your Prompt Payment. PAYMENT IN FULL IS DUE ON RECEIPT OF THIS INVOICE. Please WF ACCOUNT NUMBER, as shown at top right, on your check. For your convenience, Visa, MasterCard, American Discover are accepted. INTEREST, in the amount of 10% per annum, WILL ACCRUE ON ALL PAST DUE BAL. addition, a BILLING FEE of \$10 per month will be charged ON ALL PAST DUE ACCOUNTS.

Invoice # 92926 for Laura & Jan Owens, Page 2

PLEASE SEE OUR WEBSITE: www.com. ONLINE APPOINTMENT REQUESTS CAN NOW ANYTIME, day or night, on our new website. Appointments are available Monday through Friday, 8:00 AM to 5:00 PM. Appointments made online will be confirmed the next business day.







5:38

LTE



Home

May 19 12:45 PM

Edit





[Redacted profile name]

Apr 10, 2021 · [Globe icon]

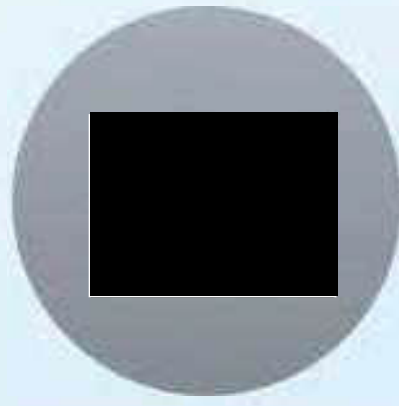
Project in Scottsdale getting close to finished 👍



[Redacted comment] 🌵



3 likes



Tue, May 18, 7:14 AM

Hi, we need to have an in-person meeting today.

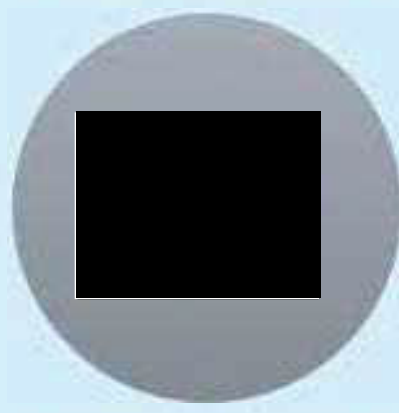
A bunch of the guys who have worked here doing other projects have said that they didn't understand why the stalls are built so high up on dirt. I don't either and I think that seems unsafe. But beyond that, the instructions to put them in were not followed whatsoever and I paid \$3200 for installation. You can see the instructions here: <http://www.stablecomfort.com/wp-content/uploads/2019/09/StableComfort-Installation-Instructions-2019.pdf>.

a) step two states, "Clear the stall of any debris, including sharp edges, dirt & organic materials. Prepare the base prior to the following steps. The mattresses may be installed on top of a cement, gravel or crushed limestone base. The base must be well compacted



iMessage





Shawn >

and flat. Any holes or dips that are in the stall will need to be repaired." The mattresses were installed directly on top of dirt. The base was not compacted and flat, and there are many dips in the stall's 'foundation'.

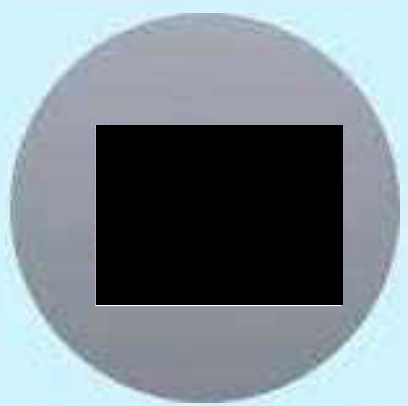
C) Step four states that, "if a mattress is too long, or you need to work around a post in the stall, create a "T-Cut" at the top end of the cell(s). Cut along the edge of mattress, and remove the extra crumb. Fold the excess material tightly under the remaining mattress. This will stop the rubber from flowing out at the newly cut end." Attaching photos to show how this was not followed.

c) Step five states that the rubber crumbs in the excess mattresses are to be distributed evenly through the stall in order to make a flat surface. The surface is not flat and rubber crumbs have been very loosely



iMessage





Shawn >

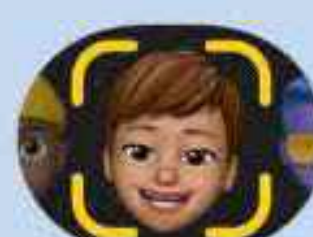
crumbs have been very loosely distributed. There are currently 28 remaining mattresses and there should not be any once the job is completed. I also paid for six to get installed and the sixth has still not been installed.

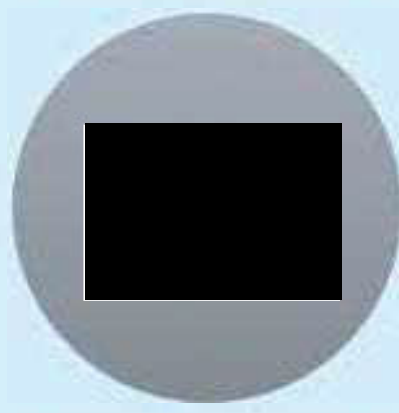
d) Step sixteen states that each individual mattress must be installed with wood on EACH SIDE of the stall. Each stall need to be completed individually, not just one 100' long stall. Wood was not placed between stalls, nor between stalls, resulting in the loss of bedding, rubber crumbs, and a potentially dangerous situation should the horse slip in stalls five and six.

I am attaching photos. I am very upset and disappointed as I trusted and paid you to do this correctly and this has put my horses in extreme danger in a monsoon situation or in any situation should the ground 'give' under their weight.



iMessage





Shawn >

This needs to be addressed and work needs to be started today to fix it. Please let me know if I need to make arrangements to move the horses off property if needed while you lay the foundation as I will not keep them in those stalls longer and put them at further risk of injury.

You have told me repeatedly over the course of this project that you will be here to meet with me or the crew will be coming shortly and no one shows up. My time is valuable and I am no longer accepting excuses for why this project has taken months and why what has been done is questionably structurally sound.

There are many other concerns about the project that also need to be discussed, but the barn and the immediate safety of the horses needs to come first. I don't want to escalate this, but I will if this is not addressed and the project completed this week.



iMessage



Cancel

New Message



To:

Cc/Bcc, From: [REDACTED]@aol.com

Subject:

[REDACTED] Ranch
[REDACTED]
Scottsdale, AZ 85260
Cell [REDACTED]

TO:
Laura Owens

DATE
6/2/21

STATEMENT

DATE	DETAILS	RATE	AMOUNT	BALANCE
05/01/21	Balance forward			0.00
05/19/21	BOARD @ \$ 800.00/MONTH FOR 10 DAYS IN MAY ON 3 HORSES	800.00	774.19	774.19
05/19/21	T.O. CARE @ \$ 250.00/MONTH FOR 10 DAYS IN MAY ON 3 HORSES	250.00	241.94	1,016.13
05/19/21	SUMMER UTILITY ASSESSMENT FOR 10 DAYS IN MAY ON 3 HORSES	100.00	96.77	1,112.90
05/19/21	PRIVATE LESSONS @ \$ 75.00 ON TICD	75.00	75.00	1,187.90

E-mail	Web Site
[REDACTED]@aol.com	[REDACTED].com

TOTAL AMOUNT DUE
\$1,187.90

TERMS: BOARD BILLS DUE ON THE 1ST. LATE CHARGE OF \$100.00 WILL BE ADDED AFTER THE 10TH.
BILLS NOT PAID IN 30 DAYS WILL BE CHARGED AN ADDITIONAL 5%.
CREDIT CARDS ACCEPTED WITH AN ADDITIONAL 3.5% SERVICE FEE.

Sent from my iPhone

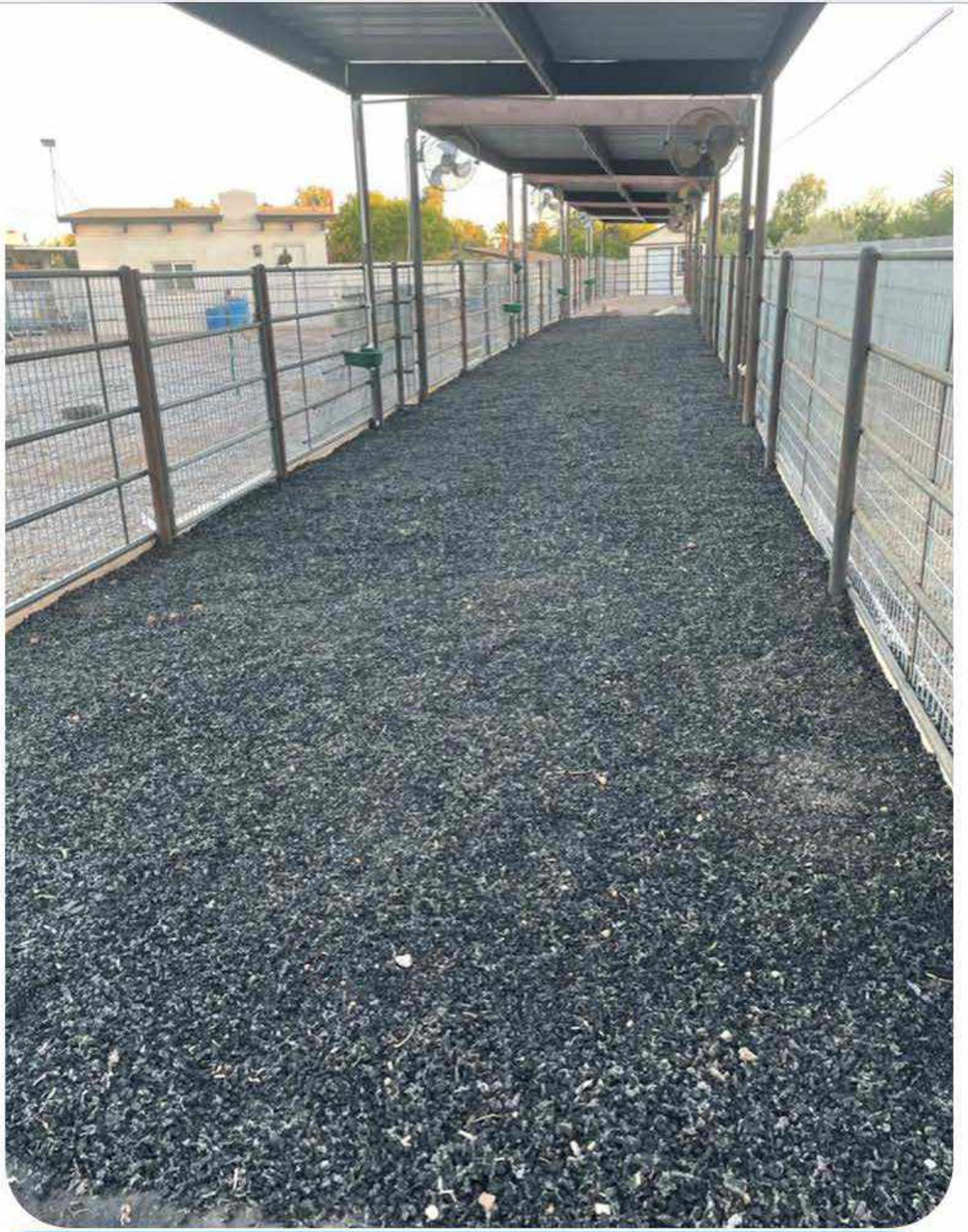
1:22



< 489



+1 [REDACTED] >



Hi! Could you please check in with Shawn before he proceeds further?

In a meeting right now, sorry to miss your call. Can you give shawn a ring?

Just left him a message. He's went too far again

Wed, Aug 18, 2:17 PM



iMessage





Receipt

Task Info

Chat

Tasker



Date of Task

May 14, 2021

Rate

\$70.58/hr

Hours

5:00

Trust & Support Fee

\$52.93

Sales Tax

\$8.52

Expenses

\$20

Total

\$434.35

Total Charged

\$434.35



Home



Tasks



My Taskers



Profile



Receipt

Task Info

Chat

TASKER



[Redacted] G.



DETAILS

Date Friday - May 14, 2021
Time 2:00pm-2:30pm

Price \$70.58/hr

Location [Redacted]

Task Notes

I simply need four of these installed: <https://quickfeed.us/product/solar-powered-double-automatic-feeder-with-battery/>.

[Redacted], Scottsdale, AZ 85254

Rate and tip



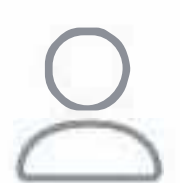
Home



Tasks



My Taskers



Profile

[REDACTED] ENGINEERING, INC.
 [REDACTED]
 SANFORD, FL. 32773-6879

Sales Receipt

DATE	SALE NO.
2/24/2021	21178

SOLD TO
OWENS, LAURA
[REDACTED]
SCOTTSDALE, AZ. 85254

SHIP TO

PO #	PAYMENT METH.	REP.	SHIP DATE	SHIP VIA	PHONE NO.
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
QFSBSC	Quick Feed Standard Single Battery Pac w/solar charger	2	397.00	794.00
QFDBSC	Double Automatic Feeder with battery, adapter and solar charger	2	441.00	882.00
DEDUCT	COURTESY DISCOUNT 10%		-167.60	-167.60
Shipping	Shipping GROUND	4	56.39	225.56
	FEDEX 7729 8891 2959			

Thank you

Total	\$1,733.96
--------------	------------

Phone #
[REDACTED]



[Redacted Name]

Wed, Dec 11, 2025, 6:08 AM

Hey Laura,

I agree some additional sand would help, but I would only add about .75" overall. The irregular shape of the arena may have resulted in a bit higher of a fiber application than is intended which is part of the reason why the fibers are sitting very surface level.

From talking this through with you, the other three factors I see at play here that are all affecting how the arena is behaving now are initial integration, moisture content, and the drag. I will explain each in depth below:

It may be a case where the contractor who initially did the installation did not get the fibers well integrated at the start. When the fibers are spread, they then need to be heavily watered and then rototilled into the surface about 2/3 of the way down into the depth of the sand. He should then have followed up with a fiber-specific drag and watered water in several passes to finish that integration process. I have a link to a water gate being which shows what that process looks like for your and Pete's use:

<https://www.youtube.com/watch?v=...>

For the moisture content: maintaining optimal moisture within the bedding is crucial to keep the fibers well integrated with the sand. The current dose of Arena Klean on the arena is very very light and would probably be enough to keep the dust down on the top surface in a sand-only arena, but is not sufficient to maintain moisture within the fibers to allow them to bind with your sand. Taking your climate into consideration, you would need three 275 gallon tanks and one 55 gallon drum of Arena Klean in total to fully moisture the fibers and the sand. Inevitably, you need two additional acres at this point to get that moisture content at an optimum price within the surface. The sand and fibers should not comp at all times when the proper dose of Arena Klean is applied. I am so sorry you've had to deal with product loss with your previous contractor.

EXHIBIT54

Pickup date: 2/25/2021

Carrier: XPO Logistics

Carrier Destination Terminal Phone Number: [REDACTED] Tracking website: https://www.con-way.com/webapp/manifestrpts_p_app/Tracking/Tracking.jsp

(Tracking information is usually available a few hours after pickup.) Tracking PRO # [REDACTED] Other References: [REDACTED]

When your shipment arrives, make sure to have the receiver inspect it and note any possible damage or loss on the Proof of Delivery before signing.

As a reminder, here are your order details:

[Order # [REDACTED]] (February 25, 2021)

Product	Quantity	Price
TruTex Eclipse - 725 lbs per bale	9	\$4,950.00
Subtotal:		\$4,950.00
Shipping:		\$1,368.00 via Shipping
Tax:		\$0.00
Payment method:		Credit Card
Total:		\$6,318.00

Billing address

Shipping address

Laura Owens
 [REDACTED]
 Scottsdale, AZ 85254
 [REDACTED]
 [REDACTED]@gmail.com

Laura Owens
 [REDACTED]
 Scottsdale, AZ 85254

Thanks for reading.



Re: Price adjustments

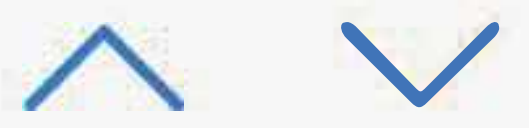
1:32



12 Messages

[Inbox](#)

Invoice #D8 -resent



exists.

The close up photos appear to show high percentage of fiber. No percentage was provided (typical fiber percentages are usually about 1½ % by weight of arena footing material). Fiber has two negatives when it comes to dust. One is that it is not nearly as tough as the sand that it is mixed into so the sand abrades the fiber (much like sandpaper abrades wood) and creates significant amounts of extremely fine, extremely light dust which once airborne, due to its lightness, remains airborne for long periods of time. One can visualize this quite easily in and indoor arena that has fiber and no dust control by standing outside of one end of the arena with the doors open at both ends and looking through the arena to the outside at the opposite end. The air will appear to be smoky from so much extremely fine abraded fiber and the inherent dust. The dust is so fine that it is below the 10 micron and 2.5 micron threshold. The WHO has their maximum health warning on dust particles in these two regions

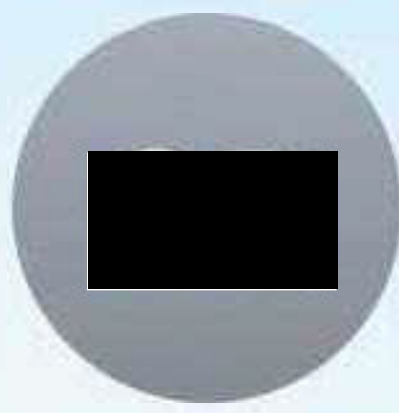


Re: Price adjustments

1:34



< 489



Shawn >

Tue, May 4, 10:03 AM

2285 delmar material cost

Should be pulling in about 10-15 min

Tue, May 4, 1:30 PM

I see the material but nothing going on. I'm frustrated because there is still so much to be done and I made the final payment nearly two weeks ago. It is nowhere near set up with the arena, feeders, gate, canvas, Del Mar, and it is seriously impacting my horses and my business. I need to know when this is actually going to get completed because it doesn't seem like this is a priority project.

Wed, May 5, 7:08 PM

Let's do Grey for the landscape rock. I just want to make sure it won't hurt the horses if they get close



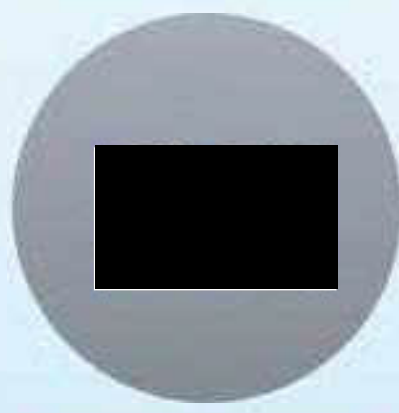
iMessage



1:34



< 489



Shawn >

won't hurt the horses if they get close

Thu, May 6, 10:48 AM

Are you guys coming today?

Thu, May 6, 1:00 PM

Sorry I'll call you in a few just tired some
Guys this morning

Thu, May 6, 2:11 PM

What is the status on the canvas?
My horses are boiling hot

If you can't do it before Saturday,
please let me know so that I can
make other arrangements to get
it done.

Fri, May 7, 1:56 PM

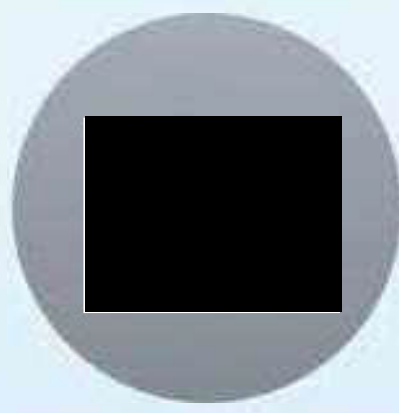
When are the shades coming??
You said everything was going to
be done two weeks ago today
and that's why I paid that day.
The project is no where near
done and I am really getting tired



iMessage



< 489



Shawn >

...aren't working, they're just dripping small amounts of water.

Tue, May 11, 2:46 PM

No one has come today

This is just really ridiculous. I paid for this to be done a couple of weeks ago because you said you would be done that day and it's like once I did, the work pretty much stopped. It's now too late for me to dispute the charge with my credit card company. I don't even have an arena gate, the canvas, the feeders up, the cross ties, a finished arena, the foundation for the stalls doesn't look safe, misters aren't working in one stall, sharp edges on Del Mar that cut one of my horses pretty badly, and Del Mar hanging off of the last stall.

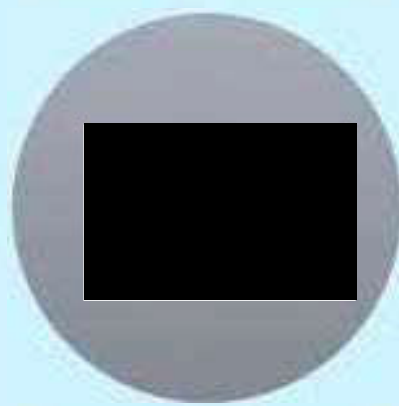
We had to fabricate battery boxes today and brackets for solar panels for feeders

The amount of work the feeders



iMessage





Shawn >

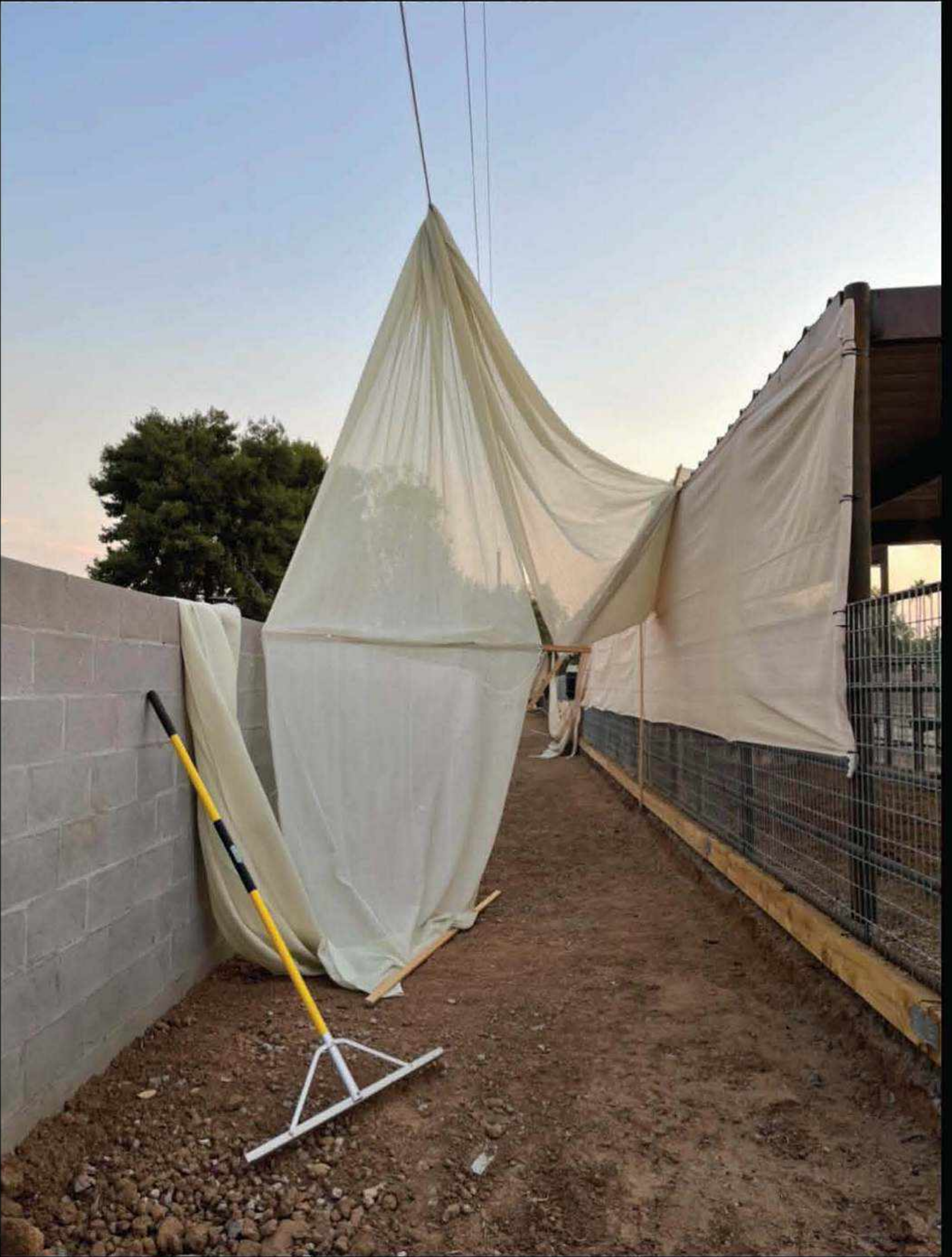
the one that we hired to oversee the installation and there is no excuse for that given our conversation last week.

Your crew was working in the dark until 10pm last night in order to rush through the process. The city of Scottsdale does not allow construction work past 7pm and we had a neighbor complain. On top of that, you have been unresponsive all day. We will take action this week if things continue as they are. We do not have an operational horse facility as of the moment and have three horses coming in tonight with one stall not being completed. The other two stalls are not done (and there's no access to them), the arena is not usable and needs to be completed, the wash rack is unusable, the gate near the casita needs to be put in so that the golf cart can go in to drag the ring, the canvas is not in the stalls, and there is no ramp on stalls four and five. Our horses have had no where to be turned out or ridden



iMessage





1:35

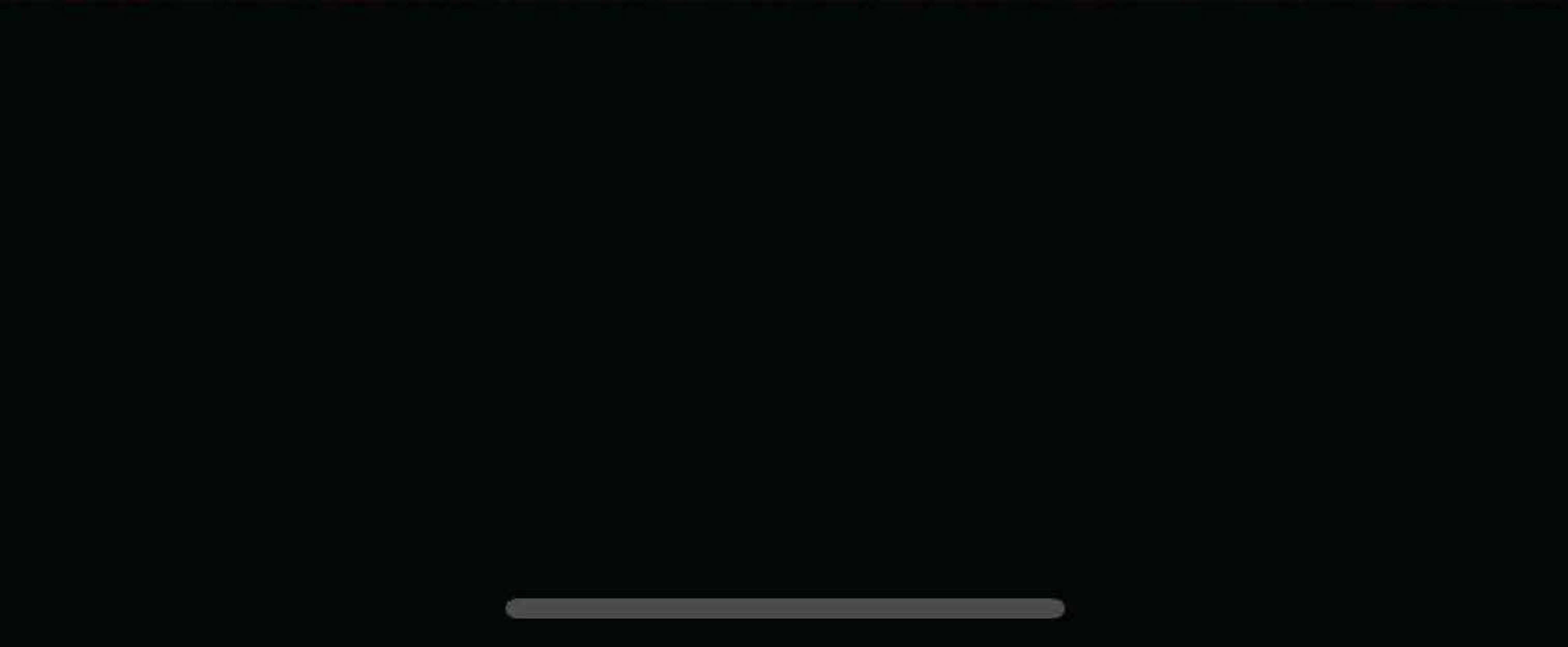
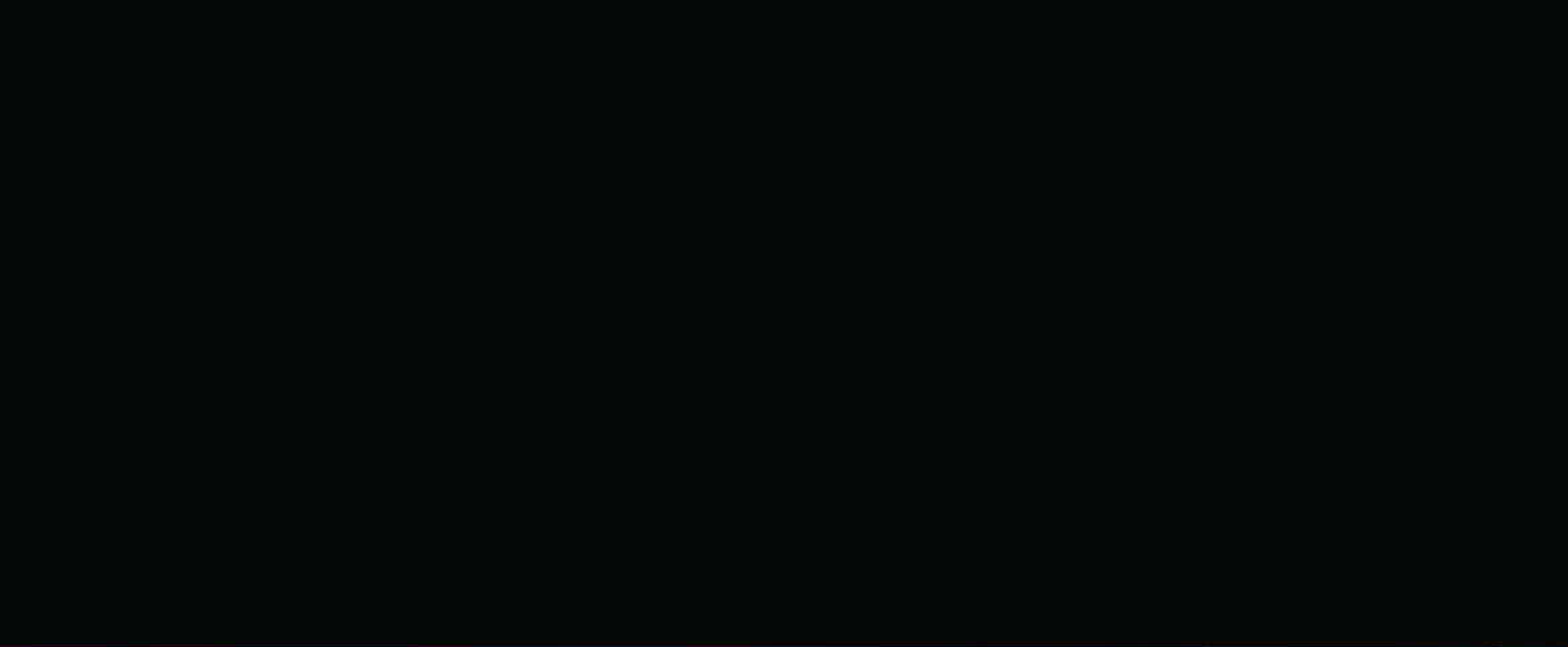


◀ Search

Done

5 of 9











Order summary



GES - ArenaKleen® Ready to use organic
 sprayable dust control for riding arenas x 2 \$5,082.00
 2- 21 totes - please call for volume discount and shipping



GES - ArenaKleen® Ready to use organic
 sprayable dust control for riding arenas x 2 \$1,468.50
 55 Gallon Drum - call for shipping quote
 (-\$452.10) \$1,016.40

Subtotal	\$6,098.40
Shipping	\$780.00
Taxes	\$0.00

Total	\$6,878.40 USD
	You saved \$452.10

Customer information

Shipping address

Laura Owens
 [Redacted]
 Scottsdale AZ 85254
 United States

Billing address

Laura Owens
 [Redacted]
 Scottsdale AZ 85254
 United States

Shipping method

freight
 \$780.00



Re: Price adjustments

















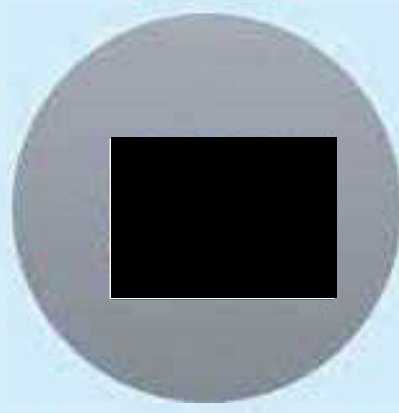


EXHIBIT76

1:53



< 489



Shawn >

piece of the shade structure. So there is no way that your expense would not be that much different if you had to demo other large permanent structures.

The shedrow which you said was going to be 5' fencing

The shorter fencing is why my horses are biting and trying to mount each other right now

I am willing to work with I just don't know what we are trying to get accomplished as no one will call me making it extremely difficult to communicate

Also need something written about why the final stalls were built on such an incline

You have the receipts for what you paid for for fencing and I also have pricing from Bonanza from when you got fencing showing an \$18 difference for 4' and 5' fencing.



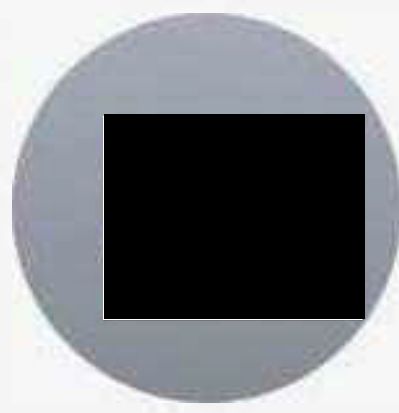
iMessage



1:53



< 489



Shawn >

With baseboard

\$3,200.00

I am trying to go through everything I have which is all digital

If you have anything please share to me , I will keep looking

It's really hard to accomplish anything through text , please give me a call

I want to get things in writing because a lot of our issues have been because we have spoken over the phone.

Can't we just document our phone conversation

You'll get replies here and in your email:

✉ [redacted]@gmail.com

Our usual reply time

🕒 A few hours

Ok

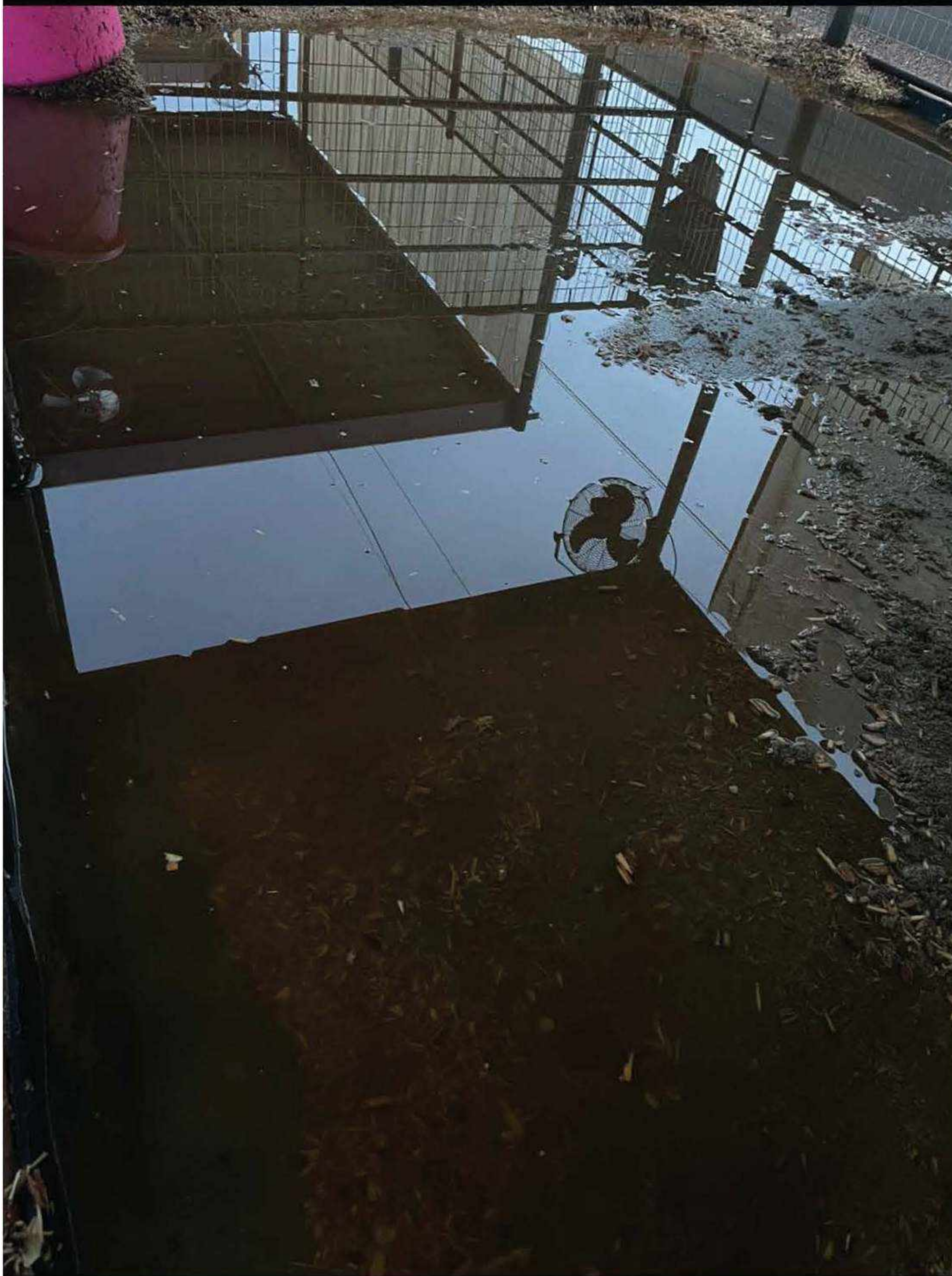
Hi,



iMessage



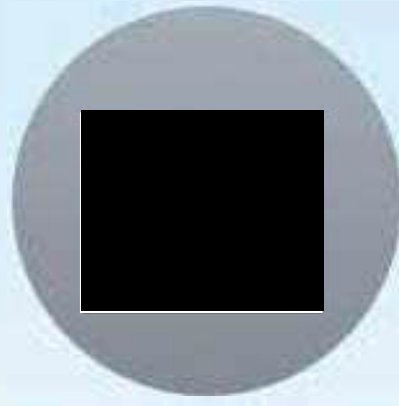




2:03



< 489



Shawn >



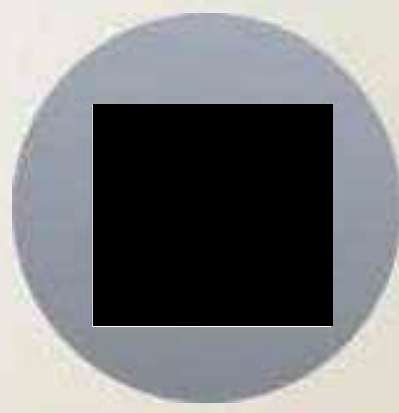
iMessage



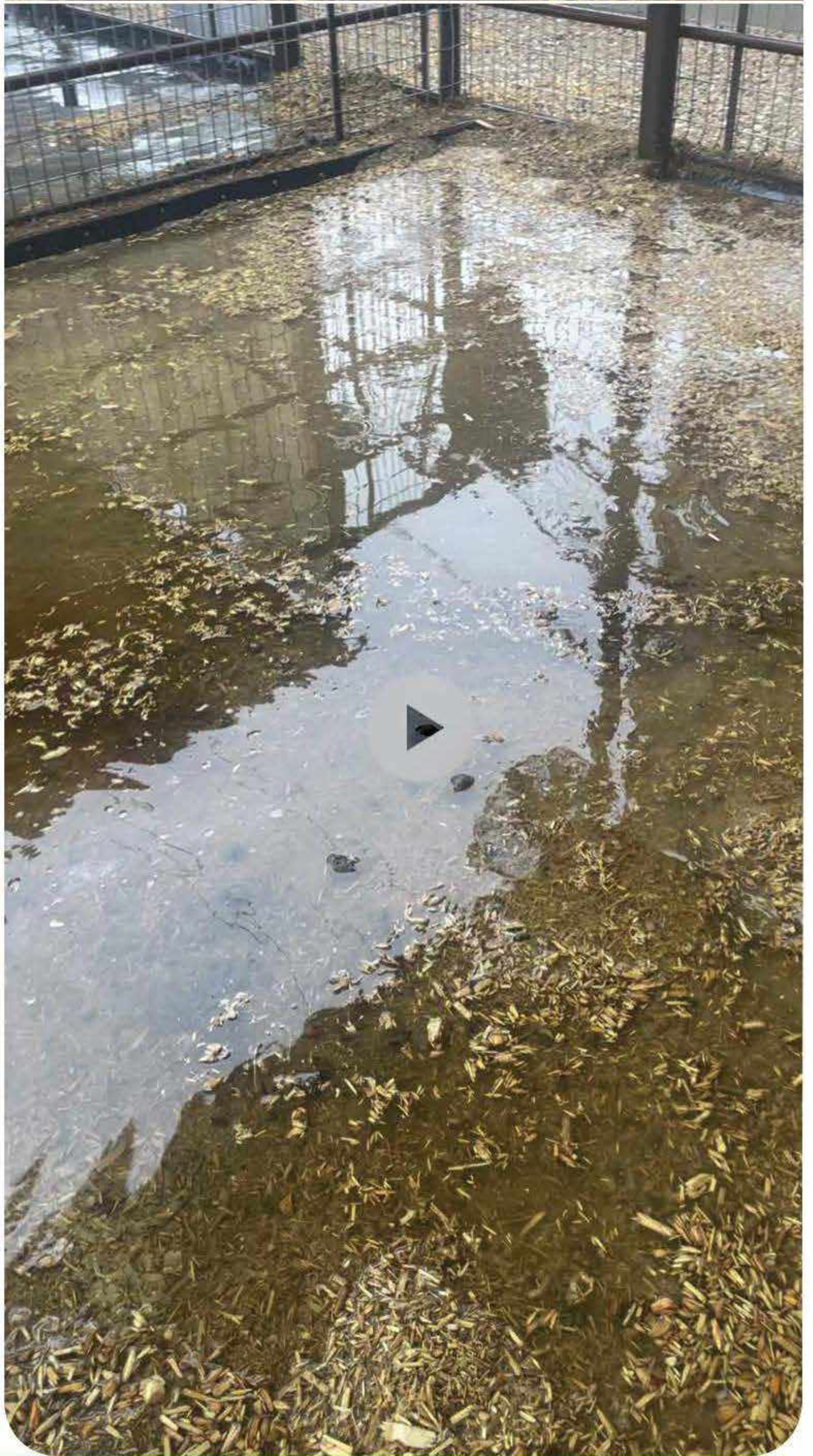
2:03



< 489



Shawn >



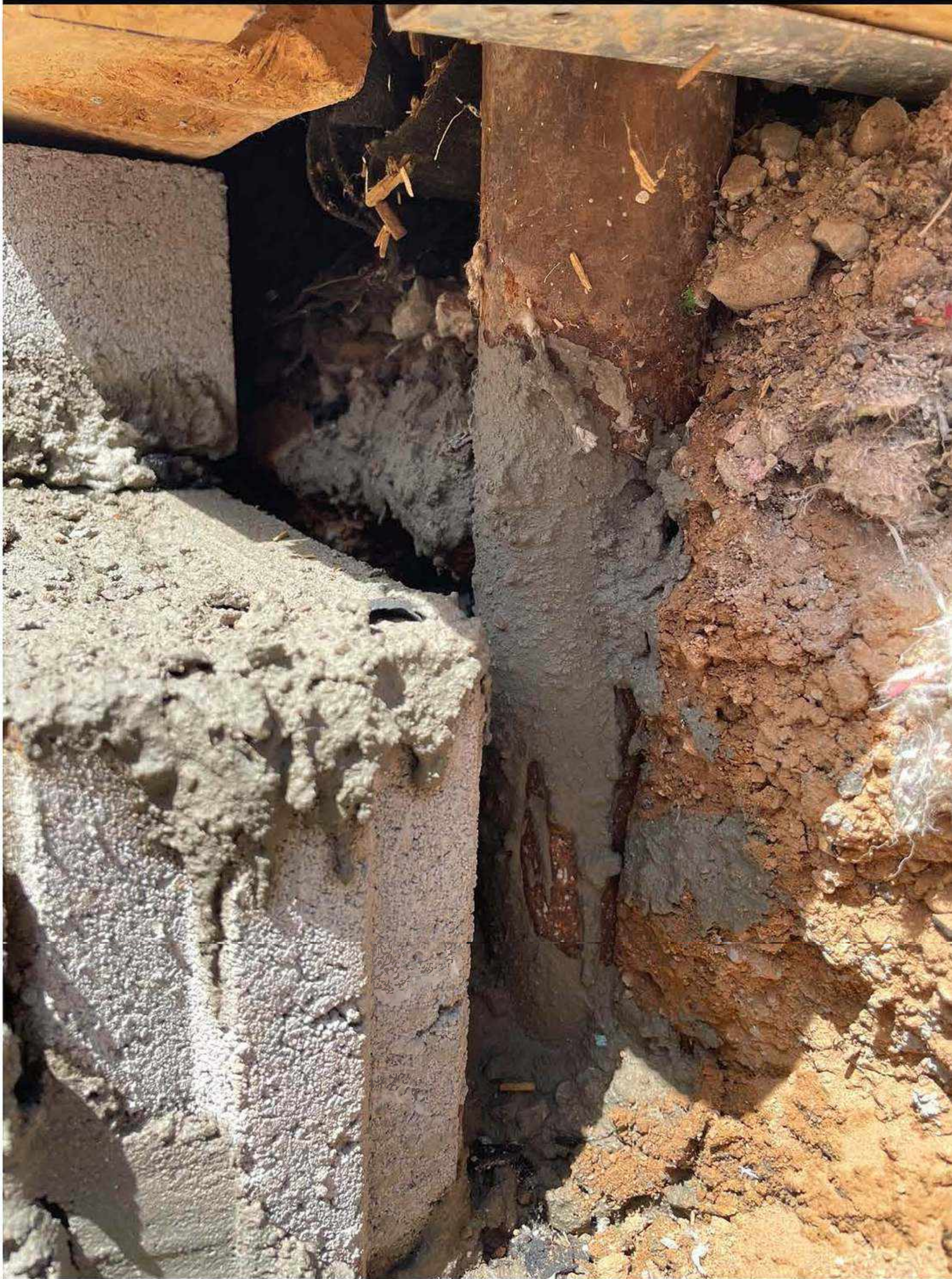
iMessage



















DETAILS FOR

Construction LLC

LICENSE NUMBER [REDACTED]

This information is current as of 2022-01-06 16:36:27

Share this License or Send it to Yourself: [Email](#) | [Save for Later](#)

If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

CONTRACTOR

LICENSE

Business Entity Name: [REDACTED] Construction LLC

Physical Address: [REDACTED]
Maricopa, AZ, 85139

Phone: [REDACTED]

Status / Action: **Active**

Class & Description: [Specialty Dual CR-14 Fencing](#)

Entity Type: LLC

Issued / Renewal

First Issued: 2021-02-12

Renewed Through: 2023-02-28

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name: [REDACTED]
Position: Qualifying Party

Name: [REDACTED]
Position: Manager/Member

Name: [REDACTED]
Position: Member

License Classification Descriptions

CR14 FENCING

This classification allows the scopes of work permitted by the commercial C-14 Fencing and the residential R-14 Fencing licenses.

R-14 FENCING

This classification allows the licensee to install and repair:

1. Metal, wood, and cement block fencing
2. Automatic gates
3. Fire access strobes
4. Cattle guards
5. Low voltage U.L. approved electrical fence protective devices of less than 25 volts and 100 watts

This classification does not allow the licensee to install or repair retaining walls.

C-14 FENCING

This classification allows the licensee to install and repair:

1. Metal, wood, and cement block fencing
2. Automatic gates
3. Fire access strobes
4. Cattle guards
5. Low voltage U.L. approved electrical fence protective devices of less than 25 volts and 100 watts

This classification does not allow the licensee to install or repair retaining walls.

Cancel

EXHIBIT92

Greeting

Voicemail

Edit

+1 [redacted]
Phoenix, AZ

6/25/21
00:27



[redacted] Equine
phone

6/25/21
00:18



+1 [redacted]
Phoenix, AZ

6/21/21
00:16



[redacted]
phone
June 19, 2021 at 7:14 AM



0:00

-0:38



Transcription Beta

"Hey good morning Laura a I didn't get a chance see you this morning talk to the guys in the back I'll talk to your mother and went to the door spoke with your mother for a few minutes and so we had to pick up the tractor ___ return it and then um I asked her in the next couple days or whenever you want to you _____ we need to all sit down and then come up with the a the resolution I did get your email um and then we'll we'll figure out a far as the money goes and then if you could just give me a call [redacted] thanks bye..."



Favorites



Recents



Contacts



Keypad



Voicemail

336



Laura Owens - [REDACTED]@gmail.com

to shawn -

Sat, Jun 19, 2021, 2:05 PM



Hi Shawn,

It was extremely inappropriate for you to ring the doorbell unannounced at 7am on a Saturday at my parents' house when I had been very clear that all communication was to be in writing. At this point, we will not be meeting in person unless a lawyer is present. As I have asked you many times, please stop calling me and contact me in writing.

There were several rules that were not followed according to the Arizona Registrar of Contractors. First of all, I was not given a copy of the contract, even though I had repeatedly asked to view one via email before signing so that I had time to go over it. I was presented with one the day that construction started. Even though I do not have it, I know that the one I signed never included a date of completion.

According to A.R.S. 32-1154 (2b) and rule 4-9-10B, disregard for building codes are grounds for suspension of a license. The quote originally presented to me was for unpermitted structures. When I asked you in December if we needed to get permits, you said no. Therefore, you quoted me for an unpermitted project and raised the price significantly for a permitted one.

Next, according to A.R.S. 32-1154 (15 and 16), you falsely told me that you had experience installing TruTex flooring, ArenaKlean, and Stable Comfort mats. When you told me about your previous work with these products, I knew you were the person for the job and hired you since no one else I had contacted had worked with them before. However, I was misled about your experience and none of them were installed correctly. In fact, the rep for Stable Comfort said that the job you did on the mats was the worst he had seen in his twenty years of being the North American dealer. You never spoke to him when they were first installed even though I repeatedly asked you to. When I gave you a second chance, he was extremely specific with you about needing to speak to him and send photos as you installed the mats for a second time. However, you did not call him once as you were not there for the installation and had your crew try to install the mats on their own, even though they had not viewed the instructions and did not have experience with them.

I paid you the remainder of the \$34,508 weeks before the project was done (even though it never really was), when in reality, the last charge was supposed to be paid at the completion of work after we had walked the project. The Arizona Registrar of Contractors states that payments are not supposed to go ahead of work, which they clearly did as you were no where near completion of the job when you asked for the final check on 6/7/2021.

There are construction warranties in Arizona (3.9), which states that a licensed contractor's work is under warranty for at least two years. The foundation of the stalls was improperly done twice and will need to be repaired by an independent party. The Del Mar fencing already broke due to shoddy work done by your crew in welding it on. One of your crew members admitted to being very new to welding and also told me that the previous foreman had been fired due to mistakes he had made, which included some on my property. You were rarely around to oversee their work and their errors were overlooked. I have several scars on my arm from the sharp edges left on the Del Mar and my horses continue to get serious cuts from the metal left sharp in many places. My horse in stall four could have had a catastrophic injury from kicking through the Del Mar, which I thought was impossible to do based on your recommendation of it. I have had construction workers look at the work in an effort to figure out how that happened and they showed me that the welding was not properly done, which caused the fencing to be weak in places. The work related to each of these issues should have been covered under warranty.

My sales business suffered as a result of this extremely long process, which I told you many times. It relies on the horses staying fit and I was unable to ride the ones that I had for months, let alone bring in new investments because the stalls were not complete. I do not know the monetary amount that this cost me, but it was certainly tens of thousands of dollars.

Generally, estimates should not go over 10-20%, and that is only if there is a substantial amount of work or materials that were unexpected. It's unbelievable that the price went from \$16,789 to a final cost of \$34,508 when a significant amount of work quoted in the first estimate was not included in the second. As a licensed contractor, it was your obligation to present me with the written change orders to modify for materials not covered and that could not have been anticipated when the original work was bid. Again, as a licensed contractor, you should have quoted me for a project that would be legal, which you claim would have been around \$18,000 more. I repeatedly asked you for an itemized invoice for the price jump and was never given one.

With all of that being said, I realized that I miscalculated a few of the costs.

The quote for the six stalls originally was \$16,340 including the 10' porch and 5 rail design. With \$7000 off for the 10' porch, it would have taken it down to \$9,340 for the six, which equals \$1557 per stall, and a total of \$7783 for five. I was comfortable paying that \$7783.

When the price went up for the permitted structures, the price went to \$25,317, which equals \$4386 per stall. For five stalls, that would have been \$21,931.

When the price went up for the permitted structures, the price went to \$26,317, which equals \$4386 per stall. For five stalls, that would have been \$21,931.

The difference between what I was originally quoted for the non-permitted stalls and the permitted stalls comes to \$14,148.

The five rail was more expensive at \$115 per 20 foot panel at Bonanza in late February. Although I know that material costs were lower when you bought them in January, that price is fine. By my calculations, we used twenty-five. That would be \$2875.

The four rail was less expensive at \$97 per 20 foot panel. If we used twenty-five, that would be \$2845.

We need to subtract the \$400 (based on Bonanza Pipe & Steel pricing) for the five rail fencing on the stalls that I paid for and were not used. I am unsure of the price difference with the five foot vs. four foot gates, so I will let that go.

It is going to cost me \$2000 to hire a welder to fix the place where a hoof was caught in the Del Mar and to change the four foot fencing to five foot fencing between the stalls as the height difference has caused a dangerous situation. Again, you had told me you were going to do five foot fencing originally, and when you didn't, I gave you weeks to fix the problem. Over and over again, I told you that my horses were attacking each other because the fences were too low. My written requests went unanswered, yet my in-person interactions with you made me believe that you would fix the issue. On your last visit, you told me that you had no ideas for how to fix this problem that you had created when in my mind, it would have been simple: change the fencing from 4' to 5' as promised.

I realized that I have already paid more than \$5500 to four workers over the past several weeks to correct the major mistakes that were made with the foundation and to complete the work that you said would be done. However, I will only ask for \$3500.

I spent more than \$3000 to rush the Stable Comfort mats, Trutex footing, QuickFeed feeders, and ArenaKeen because you said it was only going to take four days for you guys to complete the project and that you needed the materials quickly. Obviously, that wasn't the case. I am not asking for reimbursement for that. In addition, I am not asking for reimbursement for the \$1500+ paid on three horses to board them when I first moved to town and you had told me that the stalls would be ready, but they weren't.

I have paid thousands of dollars to outsource work that you told me you would do and to fix your mistakes. I have spent countless hours waiting for you when you told me that you were coming at a certain time to meet me or were an hour away, yet you never showed up. I defended you so many times to different vendors and companies that you claimed you had called, but they never called you back. I have since realized that you did not speak to the vast majority of these people.

The work that you completed was potentially very dangerous and you even admitted so with the foundation, which was crumbling when you first said it was completed and now is crumbling even more. I am rushing to try to get this work done before monsoon season in an effort to make it safe for my animals. I have had several other professionals in your industry evaluate your work and they will completely back me up about its likelihood for disaster if need be.

With all of this being said, the amount that I will settle for is \$33,447.57 (13,389.57+14,148+5900). My out of pocket expenses to fix your work have been significantly more than that and continue to pile up, but I will pay for several thousand of those myself in an effort to resolve this quickly. I have documentation to back up every penny of that amount. Several state rules were not followed and should you pay me \$33,447.57, I will not file a complaint with the Arizona Registrar of Contractors, even though most people in my position would. I will not agree to less, nor will I have a conversation in person without an attorney present, especially after you showed up this morning without any warning in an attempt to catch my mother off guard and deal with her verbally rather than with me in writing as you were asked to do.

I am very disappointed and sad about how this has turned out. I had come to consider you a friend, so it is hurtful that you knowingly overcharged me when you knew this was a huge outlay of expenses for me in the first place. I feel like my kindness and that my total trust in you was mistaken for naivete. I gave you countless chances to fix the work and do it properly and in the time you had estimated, yet my calls and voicemails were left unanswered the vast majority of the time. I was endlessly patient with this multi-day project turning into multi-months because I trusted that in the end, the facility would be perfectly constructed. I truly thought that you were a man of integrity and you have proven me wrong. I hope that in the future, you don't exploit your clients and that you re-evaluate how your actions affect those who have put their total trust in you, just like I did.

Sincerely,

Laura Owens

EXHIBIT95



Laura Owens <[REDACTED]@gmail.com>
to shawn

Mon, Jun 21, 2021, 11:32 AM ☆ ↶ ⋮

Hi Shawn,

Attached is a link to show photos and videos taken of the property mostly this weekend. As you can see, two of the horses have severely cut their necks as a result of the sharp edges left on the Del Mar (photos from 6/20), the welding of the Del Mar to the pipe was extremely sloppy, with the fencing being cut in places and no repairs done to fix it, the material has become misshapen in several areas as a result of the welding done quickly rather than carefully and many loose spots between fencing, and the Stable Comfort mats are already uneven and were not properly attached. The welders also cut the screws where the electrical was attached, which we were told could be a disaster if not fixed immediately. Next, with the heat, the 'foundation' is eroding away, leaving dangerous gaps, and we discovered that there is nothing solid holding up the stalls. The crumbs are coming out again. The concern is that with rain and heat, a horse's hoof could sink down and we would have a major issue. We already have had a major issue with the Del Mar with our one horse getting his hoof caught in it.

Thousands of dollars that I did not list in my previous email are anticipated to repair these things and they need to be done ASAP because of the massive consequences that they could have. The work that was done was unacceptable and while we certainly could pursue action for damages, we would prefer to settle it between us. As I said, I have proof of everything that was done incorrectly, surveillance footage, and receipts for my out-of-pocket expenses.

I could certainly ask for more as my costs are increasing by the day. Please respond by the end of the day with your intended course of action.

<https://share.icloud.com/photos/0vzxXrFwZo26pn19gfAPdVgYg>

Sincerely,

Laura Owens



shawn [REDACTED] <[REDACTED]@outlook.com>

to me

Mon, Jun 21, 2021, 1:35 PM



Good afternoon.

Sorry I have been super busy with my daughters doctors medical treatments these past few weeks ; I agree to repay amount stated in previous email from last week which total amount stated is 33,447.57.

Again my apologies on all this heart ache and delay .

Shawn [REDACTED]

[REDACTED]

[REDACTED]@outlook.com

From: Laura Owens <[REDACTED]@gmail.com>

Sent: Monday, June 21, 2021 11:32:54 AM

To: shawn [REDACTED]@outlook.com>

Subject: iCloud link



Laura Owens [REDACTED] <[REDACTED]@gmail.com>

to shawn

Tue, Jun 22, 2021, 5:18 AM



Hi,

When can I expect to receive this? As I mentioned, my costs related to this project seem to be rising astronomically by the day, so I want to deal with this and move on. You can either have a courier drop off a cashiers check to Elizabeth Naylor or drop one off in the mailbox and text me when it's there. Please do not come to the door.

Thank you!

Laura Owens

EXHIBIT97

Resolution  



shawn [redacted]@outlook.com
to me -

Jun 22, 2021, 8:07 PM   

Good evening,

I currently do not have total amount of funds to **repay** entire agreed amount (33,447.57) in one payment , I have talked to my bank today and I am currently waiting 24-48 hours to receive decision for a loan in the amount I am deficient, I have currently had unexpected Bills arise in the last few weeks with hospital bills my insurance wouldn't cover prior to our agreement.

Regardless I currently have enough for half of the amount which is \$16,723.78 and will have more funds available in the coming weeks.

I am really eager as well to resolve these issues and offering complete transparency to resolving this as quickly as possible.

Thanks,

Shawn [redacted]
[redacted]@outlook.com

From: Laura Owens <[redacted]@gmail.com>
Sent: Tuesday, June 22, 2021 6:22:13 PM
To: shawn [redacted]@outlook.com>
Subject: Re: iCloud link

Hello,

This needs to be resolved as soon as possible or I am very prepared to take further action. Between the quality of work, surveillance, and injuries to my horses, I would be well within my right to. I am trying to be kind, but this project and its aftermath have lasted more than six months, not four days.

Please let me know as soon as possible.

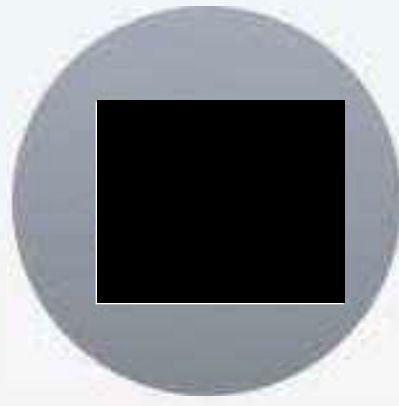
Laura

Sent from my iPhone

2:04



< 489



Shawn >

Yes

Tue, Jun 22, 8:01 PM

Hi, please check your email.

Just read and responded ,

Please take care of the first payment and we need to lock in a date for the second payment. I desire this to be resolved as soon as possible. I had to really stretch to pay your bills and am now on the hook for so many more and in a rush to fix things before the monsoons.

Thank you so much for understanding, I have literally been I tears with stress I have never been in a situation like this in all years in business and dealing with my daughters recently diagnosed thyroid cancer radiation treatments has really been tough month



iMessage



DEC 11, 2021, 5:23 PM

He never mentioned having kids or any family being hospitalized, but talked about his wife and puppy. I think he lied. June 17 he told you his dtr was hospitalized and on June 21 he told me he had been in Hawaii for 2 weeks

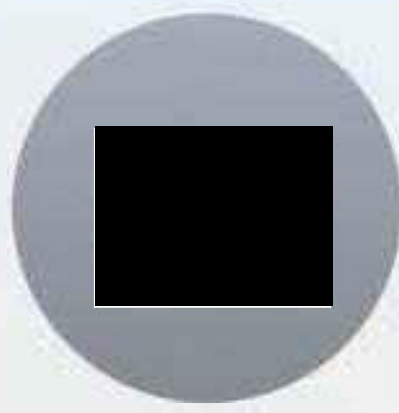


EXHIBIT100

2:06



< 489



Shawn >

at the moment.

Wed, Jun 23, 9:17 AM

Hi, I need to know what the bank has said. As I said, your actions and those of your crew have made me very unwilling to accept anything other than a full payment at this point.

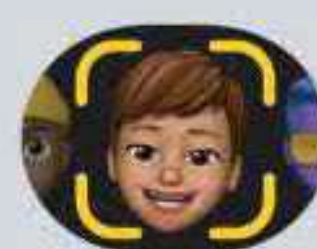
Ok as soon as I find out I'll message you right away

Wed, Jun 23, 1:58 PM

I need to have an answer. This has been dragging on and I've been scrambling to get stuff done before the rain. I was very unprepared today and the foundation was basically washing away. I had to scramble to pay you more than twice what you told me to budget and now you have the money for services not provided and I am left trying to make ends meet to make this happen. This is not okay.



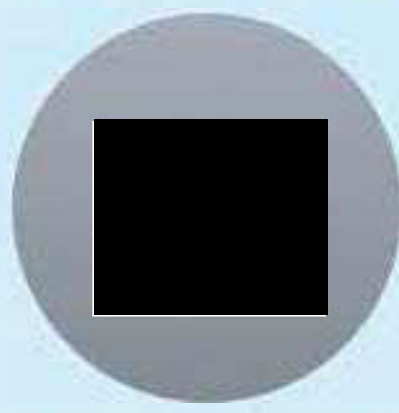
iMessage



2:06



< 489



Shawn >

left bank today at 5, loan was approved I am meeting with banker tomorrow morning at approx 930 am to find out when funds are to be available, will send you a message shortly after that .

Thu, Jun 24, 7:20 PM

I am not waiting past the deadline tomorrow for funds to settle or any other delay. It has been excuse after excuse with you. You have lied to me more times than you've told me the truth and I would be a fool to believe your story about the bank and when funds will be available.

My funds were not easily available when you illegally asked for them before work was completed, but I gave them to you trusting that the work would be completed that day.

As I said, I have surveillance from when you guys were here and I



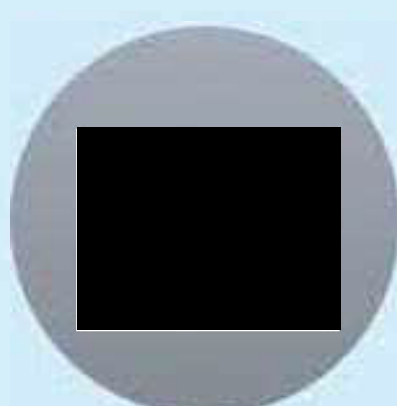
iMessage



2:07



< 489



Shawn >

wrong and how much I was overcharged for, so I am not going to write it out for you. The [redacted] team can be honest and give them back.

I will message you as soon as I find out tomorrow morning , i offered a portion that I had immediately and was denied . I don't know what else to tell you till I find out indefinitely tomorrow

This doesn't seem to be a priority to you. I don't know how you can live with yourself for lying and taking from my family when we trusted you. I am thinking more and more about filing charges for what you guys took, but I am going to trust that for once, you can do the right thing here and bring the stuff back to my driveway.

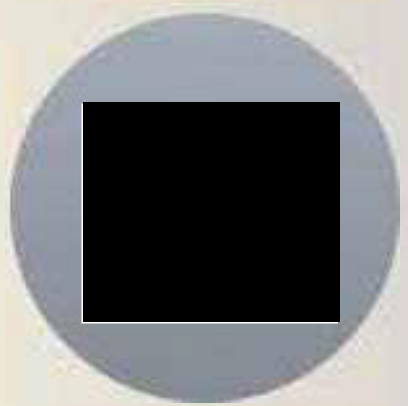
I agreed to pay agreed amount , I am waiting for bank to issue funds that I'll know a set date tomorrow morning , as far as



iMessage



< 489



Shawn >

Fri, Jun 25, 10:59 AM

Good morning
I just finished having a long talk with loan manager and he said funding will be available in 3 to 5 business days .

Once I receive that day I will make a cashiers check available in agreed amount I full and have it delivered to your residence if you agree to that .

So a fair date with the information I've just been given end of day Thursday of next week (07/1/2021) would be the latest it would be for you to receive payment In full , if agreed to .

This is what was told to me and I even asked if there was a way to expedite process and they repeatedly informed me it was beyond their command and it's the process .

What is the payment you will give



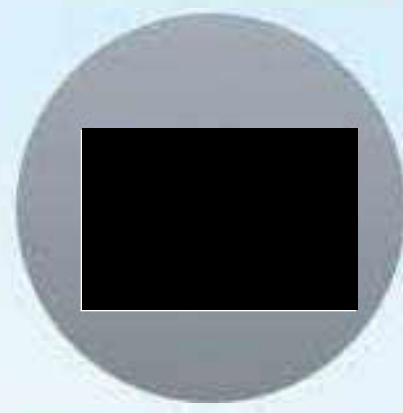
iMessage



2:09



< 489



Shawn >

I got message at 330 how was I supposed to drive from casa grande to Phoenix go back to back get a cashiers check find a third party to deliver check and have it to before 5

You knew this long before 3:30.

I can't take this anymore all this needs to be done in one check on a agreement in writing of some kind , (I have to see what a settlement agreement is) on or before Thursday 1pm 7/1/2021

You can't take this anymore? Seriously? You committed multiple crimes here, agreed to an amount in writing, and you have the audacity to ask me to sign a nondisclosure agreement, which is typically used in the workplace.

You offered to bring half of the money and you have reneged on that and come up with your own



iMessage



To be paid by July 1, 2021:

- \$1250 for demo (proposed by you)
- \$1700 for mat install plus baseboards (proposed by you)
- \$1300 for baseboards purchased by me since the original baseboards you purchased (which was in the invoice) were the incorrect size
- \$1112.90 for boarding for three horses for May 16 through May 23 at Smoke Tree Ranch while the incorrectly installed stall mats needed to be redone
- \$300 for sprinkler credit for sixth stall
- \$400 to have the TruTex and StableKleen footing properly mixed and evenly distributed after you said that there was nothing you could do to fix it
- \$288 for pricing for 16 four rail panels (\$1552 total) vs. \$1840 pricing paid for 16 five rail panels as invoiced. pricing based on Bonanza Steel & Pricing's costs for 2/27/21
- \$1668 for the overpayment of fencing - should be paid at \$15.04 quote per square foot quoted initially, then hours later listed at \$19.80, for 80 sq feet of fencing rather than the 145 that was paid for.
- \$1706 for partial completion of wash rack (proposed by you)
- \$1674.67 for cost for temporary fencing that needed to be installed to account for the huge inclines and rocks into the arena that were never anticipated. You said you would just fix it yourself, but it did not happen. \$1376.85 for fencing paid to Seven Peaks on 5/28 and \$297.82 on 6/4

- \$2000 for the cost of materials needed and outside labor hired to establish a safe base for the barn. Since the foundation is the most important thing for the building, it is understandable that we did not want your crew to try again to install it for a third time.
- \$14148 to account for the difference in stall pricing as mentioned above and needs to be outlined in writing ASAP- \$1600 for two barrels of ArenaKleen. The ArenaKleen that was used was installed without contacting [REDACTED] of Verity Supply for instructions, and we know that the black barrels that Mr. [REDACTED] was directed to use were taken from the property unused as per witnesses and surveillance.
- \$75 for the caps not placed on the beams
- \$366.86 for fence/rail padding needed to prevent further injury to the horses due to Del Mar material softness
- \$5000 for the estimated cost of materials and labor to replace the already damaged 4' Del Mar and pipe to 5' to cover a total of of 300 x 100ft as was agreed upon
- \$1750 for board paid on three horses in Thermal, California (February 21-March 1) and in Scottsdale at a private residence (March 1-9) after you said they were clear to arrive
- \$1463 paid to [REDACTED] for sand or dirt on April 20 to fix the incorrectly installed Stable Comfort mats, which were improperly installed by [REDACTED] LLC and costs associated with fixing them should not be put on us. In addition, that was charged eleven days after you charged the final payment.

- \$1463 paid to [REDACTED] for sand or dirt on April 20 to fix the incorrectly installed Stable Comfort mats, which were improperly installed by [REDACTED] LLC and costs associated with fixing them should not be put on us. In addition, that was charged eleven days after you charged the final payment.

- \$778 for wood surrounding the arena to hold in the footing that was never installed, despite being suggested by Mr. [REDACTED] and being shown in photos on the invoices

- \$1200 estimate to have criminal electrician repair conduits cut (four) and broken (one) by your crew.

- \$2300 for this past weekend's (6/26-6/27) cost of materials and labor needed to add cinder blocks and cement to the barn's foundation because even the explicit instructions for material of Stable Comfort mats (concrete, gravel, or crushed limestone) were not used. The base was not dug up and the mats were out on top of a thin layer of dirt. As you can see, the crumbs are again coming out because of this error, the foundation throughout the barn has eroded, and I have had to quickly figure out how to secure it. I chose cinder blocks and cement and the labor has been extremely expensive. The foundation did not do well in the monsoon-like weather on Wednesday, so more drastic repairs will need to be done.

-\$1350 for the cost of rocks placed in front of the barn to prevent flooding due to the large amount of dirt added. The angle has been reviewed by several industry professionals who do not agree with what you explained was leveling. Since we are on the brink of a monsoon season that is predicted to be bad, we have been forced to take precaution and had multiple workers here at any



suggested by Mr. Kammiller and being shown in photos on the invoices

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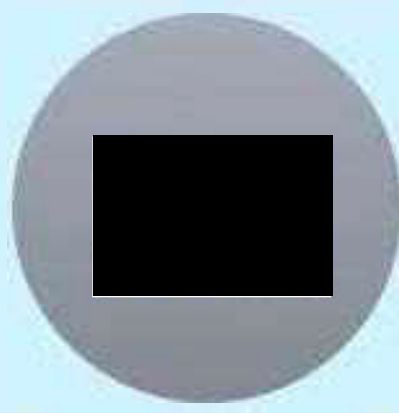
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2:16



< 489



Shawn >

job.

I have filed a very lengthy and detailed complaint with the Registrar of Contractors. You have until 6pm to approve payment or this is going to litigation and will certainly cost you much more.

What is the name of your insurance company?

I currently don't have 44,000 dollars to pay at the moment

You can do two payments.

They would have to spaced out and get our payments in writing / contract agreement of some sort , did you file your complaint with the az roc already if so then we would have to wait and let them do their Investigation

Yep I did, you did not respond.



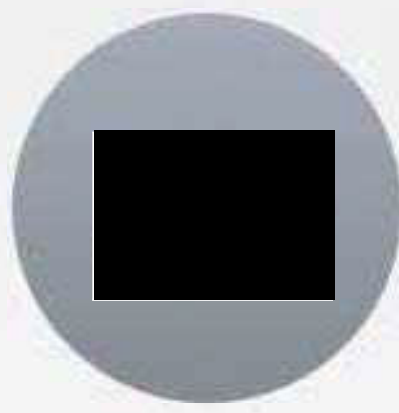
iMessage



2:16



< 489



Shawn >

Yes and I do not think the inspection will go well considering the circumstances.

I need the contract and your insurance information.

Ok the investigator will probably contact me in a few soon I suppose and then from there we should be able to set resolution if willing

I need the contract and your insurance information.

?? They are going to ask you the same question

Wed, Jul 7, 7:59 PM

I would like to review it before I talk with them

Thu, Jul 8, 11:52 AM

absolutely correct to tell you) then his welds were probably not done well either! I would not trust the integrity of anything that guy did.

23h Like Reply

3



iMessage



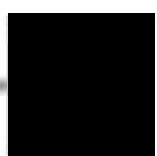


[Redacted]'s Post



[Redacted]
We would love to give you a estimate

1y Like



[Redacted]
Licensed boded insured

1y Like



Rob [Redacted]
Best you can get
The did fantastic work for us

1y Like Reply



View 2 replies...



[Redacted]
I can give you a quote .

1y Like Reply



View 1 reply...



[Redacted]
I build all fence an custom fence .

1y Like Reply



New Message



Licensed Complaint Form

For Current or Suspended Licensees

Departmental Use Only

Person Filing Complaint			
Full Name (First Middle Last) Laura Owens	Business Name (if a licensed contractor or supplier)	ROC License Number(s) (if any)	
Mailing Address (Enter jobsite in Contract/Project section) [REDACTED]	City Scottsdale	State Arizona	Zip 85254
Phone Number [REDACTED]	Email [REDACTED]@gmail.com		
I consent to receive communications electronically in connection with this case Yes			
Name of Attorney (if any)			
Street Address of Attorney	City	State Arizona	Zip
Phone Number of Attorney	Email of Attorney		
Contractor Information			
Name (as shown on contract/invoice) [REDACTED] LLC (Shawn [REDACTED])	ROC License Number(s) [REDACTED]		
Street Address [REDACTED]	City Maricopa	State Arizona	Zip 6235223662
Phone Number [REDACTED]	Email [REDACTED]@outlook.com		
Name of Person(s) Representing License Laura Owens			
Contract/Project Information			
Contract Date 3/16/2021	Contract Amount \$ 34,508.00	Amount Paid \$ 34,508.00	
Date Work Started 3/8/2021	Date Work Stopped 5/31/2021	Date Work Was Completed	
Close of Escrow (New Home)	Move-In Date (NewHome)		
Jobsite Street Address [REDACTED]	City Scottsdale	State AZ	Zip 85254
Name of Construction Site Owner	Construction Site Name (if applicable)		
Phone Number of Construction Site Owner	Email of Construction Site Owner		
This complaint is for	Poor Work		
I have contacted the contractor by	Phone Email		
Have you filed a complaint in court?	No		
Has any work been corrected?	No		
The contract was	Both		
All change orders were	Both		
This project was	Residential		
This project involved	Remodel		
A building permit was obtained by	N/A		
List and briefly describe each complaint item (Please do not write "see attached" or use additional pages unless necessary to further describe issues or list more complaint items) (limited to 100 characters per line)			

1. Attempted retaining wall unsuccessfully/unsafely put up. I learned that his work was likely poor because he is not registered to do that. After two attempts, I did not want him to come and finish the project, as he had told me repeatedly that the truck was coming with materials 'any minute' any time and it never came. The work was so poorly done that I did not want him to do it again.

2. I asked him for a copy of the contract to view when I first contacted him in December 2020 and agreed to do the project with him. I asked him many, many times afterwards - probably 20. He finally brought it on March 8, 2021, after the equipment had been delivered and told me he needed me to sign it 'real quick' so he could get back to work. I did. He ensured me that I would receive a copy as soon as he got home.

On March 6, 2021, after the equipment had been delivered and told me

he needed me to sign it 'real quick' so he could get back to work. I did.

He ensured me that I would receive a copy as soon as he got home.

Again, I have asked several times to get a copy and he never produced it.

3. Shawn's estimate slowly went up from 12/16/20 at \$7,320 (I have an e-mail saying that) to an ending price of \$34,508 for significantly less work.

4. I asked Shawn repeatedly about whether or not we needed a permit for this project. I was moving to Scottsdale and horse properties and wanted to make sure that I was doing everything the right way.

Obviously, I trusted him to guide me as to what I needed to do. He said I didn't need one and that no one really cared in a horse neighborhood anyway. However, on the second day of the project, an inspector came and told us that we needed to adjust our plans to make it permitted.

5. Shawn was supposed to meet my realtor on or around 12/23 to make plans for the property. The owners were still living there and had said he could start the project any time after closing and before moving in so that it would be ready by the time I got there -- so my horses could arrive at the same time. He never showed up for the realtor and never came by to even look at the project once according to the property owners. This explains why he could never produce plans when asked and how the project totally changed.

6. I selected his company to remodel the existing horse facility because of his supposed experience working on hunter/jumper horse properties and with the specialized products that I needed installed: Stable Comfort stall mats, TruTex footing, ArenaKleen, and Quick Feed horse feeders. He assured me that he had experience with all of them.

I gave him the phone number for the reps for each company that I had bought products from who had graciously offered their time to help him install them. I was told that he never called one of them, although he lied and said he did. This explains why nothing was done right. Even the instructions were not followed.

7. Shawn told me that this was at the most a four day project. As I said, it was supposed to start after closing in January. It was not started until March and by the end of May, it was still not completed, yet I had come to realize how much he had overcharged me, installed incorrectly, and decided to have him just stop as his crew callously and carelessly performed work.

8. His workers cut the bolts to the conduits on four of the stalls, breaking one. This was a totally malicious act and very dangerous.

Repairs are over \$1000 and I have been advised to report this to the police because it is a punishable felony.

9. Footing issue as sent to Shawn in an e-mail:

"We were extremely patient about the installation of the footing and the additive, despite several messages sent starting in mid March explaining that the inability of our horses to work in an arena was causing them to lose fitness, which would have an impact. In addition, we could not show horses for sale at our facility since we did not have anywhere to ride them. We asked on several occasions if you wanted us to hire someone else to do it, yet we were told each day that it was going to be done the next day. The TruTex footing bags did not get opened until April 27th, which was long after the expected date of project completion. The results were not followed and the wrong equipment was used to install it. This meant that the footing was unusable and that we could not ride in it until it was fixed."

10. Regarding canvas backing for the stalls in an e-mail:

"In addition, you were asked via written communication seven times when the extremely strong canvas backing that you had ordered was

unusable and that we could not ride in it until it was fixed."

10. Regarding canvas backing for the stalls in an e-mail:

"In addition, you were asked via written communication seven times when the extremely strong canvas backing that you had ordered was going to be installed. You told us, "today", each time, yet it never was. In a desperate attempt to keep our horses safe from the elements, we ordered a canvas backing on June 5th, which blew down and could have caused a tragedy. I had offered several times to hire another person to come and install it and you had repeatedly said no."

11. Wanted to mention that most of my texts went unanswered and he would call, likely so that there would be no written record. He promised me the world in these and delivered none of it.

12. Regarding ArenaKleen in an e-mail:

"By May 30th, things had gotten tense. The ArenaKleen had supposedly been sprayed that day, yet upon further investigation, it was discovered that not all of it was used and that the two black barrels had been taken away on your trailer. You originally told me to get enough for a 110' x 140' ring. However, once we had to make modifications due to your lack of planning how far the arena would extend, our ring is 110' long x 80' at the very widest part, with most of it being around 50'-60'. It makes no sense that we ended up with such a dry ring when it should have been soaked given how much extra was purchased. In addition, the ArenaKleen was carelessly spread on our dividing wall, eucalyptus tree, stalls, and tack trunks, covering them with oil."

Note: I had witnesses who saw all of this happening. My barn manager told me that after I requested everything to be used, Shawn said, "go, go, go" and quickly loaded the ArenaKleen onto his trailer while I went to lunch. He also told me that he only saw one of the large tubs being used. Shawn also even told me that he spread, "both tubs and one barrel", claiming there was only one barrel. He then produced a video, which actually showed the second barrel.

When I came back, I had noticed no difference. Now I know why.

13. Regarding welding in an e-mail

"You were told many times that the horses were getting injured because of the quality of welding that was done. The workers admitted to being new to welding and that they were making many errors. The original foreman of the project was fired and we were told by one of your crew members that a big reason was that he had made mistakes on our property. These errors meant that one horse got his hoof caught in the fence and four of them have had cuts that will likely scar due to the wire not being filed down. We could not understand why you cut a large section of fencing out where the cross tie was to be installed, but our most valuable horse escaped through the area where the fencing had once been and got stuck in the very small gap between our arena fence and our neighbor's wall, which could have caused a major injury, if not death, due to negligence on your part."

Note: the wire welding that was supposedly 'unbreakable' and guaranteed by Shawn for ten years has come undone and bent in nearly every single stall.

ALL of my horses in Shawn's stalls have gotten horrible cuts as a result of the sharp edges on the wire that were never filed down.

14. Regarding trespassing and intimidation

14. Regarding trespassing and intimidation:

"You were told on several occasions to not have verbal conversations and to instead keep to texting or emails so that there would be a written trail of communication. You were told not to return to the property. However, on the morning of June 19th, you showed up at our property at 6:50am and entered the horse facility through our driveway.

There were several workers there who asked what you were doing and you said that you were looking for Laura. They instructed you to leave, yet you simply left the horse facility to ring the doorbell at the residence. You explained to Elizabeth that you wanted to discuss the invoice questions. It was an act of trespassing and intimidation."

15. Regarding Stable Comfort mats:

"When nothing was actually completed by the deadline you set yourself, we were still extremely patient. However, we decided to take a closer look at the quality of work after our pony, Tiffany, had a bout of laminitis while on the Stable Comfort mats that had been installed by the [REDACTED] LLC team. Upon further inspection, it was determined on May 18th that the instructions had not been followed whatsoever and that the way they had been placed was dangerous. We spoke with [REDACTED], one of very few Stable Comfort dealers in North America, who said that it was the worst installation he had seen in twenty years. We were kind and understanding and allowed you a second chance to install the mats, yet unfortunately, you were not there to oversee the work, had a nineteen year old do it with a brand new welder, and did not communicate with Jason to make sure that the work was done correctly.

In addition, we were told that the Quick Feed feeders were harder to install than you initially thought and that you needed to fabricate battery boxes for them, which you never did. They ended up being installed by a handyman on TaskRabbit for \$419 and the correct boxes were purchased on Amazon for \$12 each. You were told repeatedly to contact the president of the [REDACTED] Engineering company, [REDACTED] [REDACTED] for instructions, yet never spoke to him.

16. Regarding price difference in initial invoice to the one received in March after the inspector came:

"I need an itemized invoice of why the difference in stalls went up from \$1557 per stall to \$4386 per stall to make individual shade structures when the total amount covered with the shades ended up being far less than the original price (100 ft vs 144 ft). If the original invoice of \$16,340 included a 10ft porch in front of the stalls and the exclusion of one was at least a \$7000 deduction, then the total of six stalls would have been \$9340, or \$1557 per stall. The invoice sent to make everything up to code was for \$26,317 and that was without the porch...which brings the total per stall to \$4386. What accounted for the \$2829 per stall difference, which would have come to \$16,974 - even more than the stalls before the porch? "

He could not come up with a justification

17. Regarding cost of metal and wood:

"We spoke about your concerns about the rise in material prices many times, but you assured me up until the project started that you had already bought my materials and didn't need to worry about it. I was told this up until the project actually started."

18. Regarding refunds he proposed:

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18. Regarding refunds he proposed:

"- \$1250 for demo (proposed by you)

- \$1700 for mat install plus baseboards (proposed by you)

- \$1706 for partial completion of wash rack (proposed by you)

19. "- \$1300 for baseboards purchased by me since the original baseboards you purchased (which was in the invoice) were the incorrect size"

20. - \$1112.90 for boarding for three horses for May 16 through May 23 at [REDACTED] Ranch while the incorrectly installed stall mats needed to be redone

21. - \$300 for sprinkler credit for sixth stall

22. - \$400 to have the TruTex and StableKleen footing properly mixed and evenly distributed after you said that there was nothing you could do to fix it

Shawn and his crew did not remove all of the rocks in the ring although he was asked many times to. 1/6 of the arena is completely unrideable due to the rocks.

23. - \$288 for pricing for 16 four rail panels (\$1552 total) vs. \$1840 pricing paid for 16 five rail panels as invoiced. pricing based on Bonanza Steel & Pricing's costs for 2/27/21

24. - \$1668 for the overpayment of fencing - should be paid at \$15.04 quote per square foot quoted initially on 12/16, then hours later ON THE SAME DAY listed at \$19.80, for 80 sq feet of fencing rather than the 145 that was paid for.

25. - \$1674.67 for cost for temporary fencing that needed to be installed to account for the huge inclines and rocks into the arena that were never anticipated. You said you would just fix it yourself, but it did not happen. \$1376.85 for fencing paid to Seven Peaks on 5/28 and \$297.82 on 6/4.

26. - \$2000 for the cost of materials needed and outside labor hired to establish a safe base for the barn. Since the foundation is the most important thing for the building, it is understandable that we did not want your crew to try again to install it for a third time.

27. - \$14148 to account for the difference in stall pricing as mentioned above and needs to be outlined in writing ASAP- \$1600 for two barrels of ArenaKleen. The ArenaKleen that was used was installed without contacting [REDACTED] of Verity Supply for instructions, and we know that the black barrels that Mr. [REDACTED] was directed to use were taken from the property unused as per witnesses and surveillance.

28. - \$75 for the caps not placed on the beams

NOTE: I had a welder come to put these on who told me that the barn was installed "inside out". Shawn placed the poles NEXT to the shade structure rather than underneath to hold it up.

Now, EVERYONE I have asked said that this was done totally incorrectly.

29. - \$366.86 for fence/rail padding needed to prevent further injury to the horses due to Del Mar material softness [REDACTED]

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30. - \$5000 for the estimated cost of materials and labor to replace the already damaged 4' Del Mar and pipe to 5' to cover a total of 300 x 100ft as was agreed upon

31. - \$1750 for board paid on three horses in Thermal, California (February 21-March 1) and in Scottsdale at a private residence (March 1-9) after you said they were clear to arrive

32. - \$1463 paid to [REDACTED] for sand or dirt on April 20 to fix the incorrectly installed Stable Comfort mats, which were improperly installed by [REDACTED] LLC and costs associated with fixing them should not be put on us. In addition, that was charged eleven days after you charged the final payment.

33. - \$778 for wood surrounding the arena to hold in the footing that was never installed, despite being suggested by Mr. [REDACTED] and being shown in photos on the invoices

34. - \$2300 for weekend (6/26-6/27) cost of materials and labor needed to add cinder blocks and cement to the barn's foundation because even the explicit instructions for material of Stable Comfort mats (concrete, gravel, or crushed limestone) were not used. The base was not dug up and the mats were out on top of a thin layer of dirt. As you can see, the crumbs are again coming out because of this error, the foundation throughout the barn has eroded, and I have had to quickly figure out how to secure it. I chose cinder blocks and cement and the labor has been extremely expensive. The foundation did not do well in the monsoon-like weather on Wednesday, so more drastic repairs will need to be done.

35. -\$1350 for the cost of rocks placed in front of the barn to prevent flooding due to the large amount of dirt added. The angle has been reviewed by several industry professionals who do not agree with what you explained was leveling. Since we are on the brink of a monsoon season that is predicted to be bad, we have been forced to take precaution and had multiple workers here at any given time to make the barn safe.

36. From e-mail:

You explained that you would pay the requested \$33,447.57 on June 21st. We gave you a deadline of 5pm on June 25th, yet payment was not received. We told you that our fees would continue to mount over the weekend and that we would investigate the work to determine if further charges would be incurred.

We have attached documents explaining the amount needed to settle and numerous photo albums that tell the story why. We cannot imagine that you are proud of what was completed based on the evidence. We must have a decision no later than 5pm on June 28th and payment by 5pm on July 1st. Payment must be in the form of a cashier's check and delivered by a third party professional courier service selected by us in the amount of \$44,441.43 made to Elizabeth Naylor. As soon as you agree, we will arrange for the courier services to get the check and draft a settlement agreement.

NOTE: Shawn repeatedly came up with excuses for his late work and how for the difficulty he had in paying us back (for money he literally

turner charges would be incurred.

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NOTE: Shawn repeatedly came up with excuses for his late work and here, for the difficulty he had in paying us back (for money he literally stole from us)...in this case, it was his daughter having thyroid cancer. That's what he told me and he told my mom he had multiple kids in the hospital. There is no proof that Shawn even has children. He is a pathological liar and a smooth talker.

37. The estimated cost of potential income is around \$75,000 to put it conservatively. Before Shawn's work started, there had been \$135,000 in sales from 1/1/2021 to 3/8/2021. We had no way to keep sales horses, let alone keep them fit and show them to people, and this was explained to him many times. Our very successful small sales business was greatly affected.

38. Countless texts warning Shawn of consequences were sent and he assured me that he wanted to resolve this quickly and that he was extremely easy to work with

39. After settlement amount of \$33,447.57 was agreed to by Shawn, he announced that he needed a non-disclosure agreement signed. This was absolutely ludicrous as he knew I had already spoken to two people who were interested in his work about his quality. I would never recommend him in the future and the fact that he decided that he needed this at all speaks to the lack of pride he took in his work.

40. Payment was given WAY before the project was completed as he demanded it on 4/27. After the payment was given, the work still did not get done by the time we told him to stop (5/31). Several huge charges were incurred for materials after the last payment was given.

I have proof of this. Also, the price increased from what the last payment was supposed to be to the final amount.

41. On several occasions, materials that Shawn asked me to order were never picked up, despite him telling me that they were. I was called by Lowes and Tractor Supply repeatedly about whether I would ever pick up the items I had ordered. I put both companies on hold for two weeks until they would not hold them any longer.

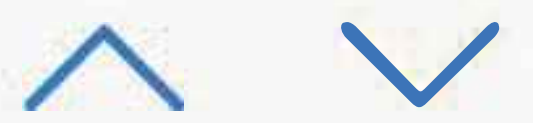
Signature		
<i>I declare under penalty of perjury that the information and documents contained on this Complaint Form, included with this complaint, or hereafter submitted in support of this complaint are true and accurate to the best of my knowledge. I will assist in the investigation or in the prosecution of the contractor or other parties, and will, if necessary, attend hearings and testify to facts.</i>		
Printed Name Laura Owens	Signature	Date

2:20

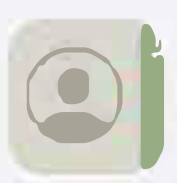


< Inbox

6 Messages



Found in Gmail All Mail Mailbox



Siri found new contact info



Steve [redacted] [redacted]@roc.az.gov add...



Steve [redacted]

8/13/21

To: Laura Owens >

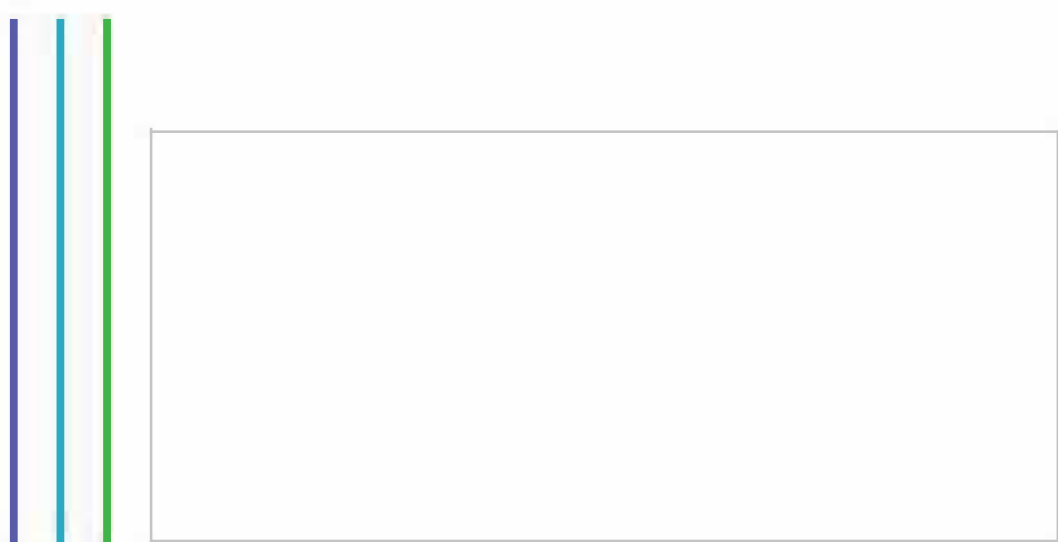


Re: ROC # [redacted]

Good morning,
I was in the field yesterday and just reading your emails.
He did not supply a written response.
There isn't one in the file anyway.
Thank you,

On Thu, Aug 12, 2021 at 3:33 PM Laura Owens [redacted]@gmail.com>

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New Message

