







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	<b>Active</b>

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 @gmail.com  
to Shawn -  
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 [redacted] <[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 [redacted]



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]@outlook.com

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From: Laura [redacted] <[redacted]@gmail.com>

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

To: shawn [redacted] <[redacted]@outlook.com>

Subject: iCloud link

\*\*\*



Laura [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 [redacted] or drop one off in the mailbox and text me when it's there. Please do not come to the door.

Thank you!

Laura [redacted]

EXHIBIT97

Resolution  



shawn [redacted]@outlook.com

Jun 22, 2021, 8:07 PM   

to me -

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

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**From:** Laura [redacted] <[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.

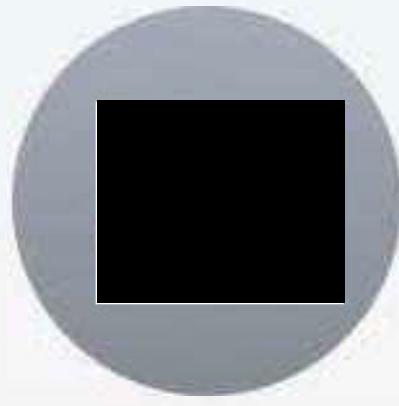
Laura

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

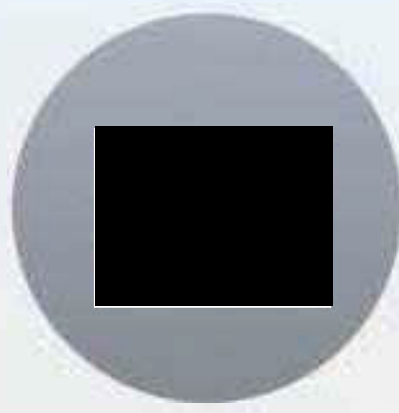


EXHIBIT100

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.

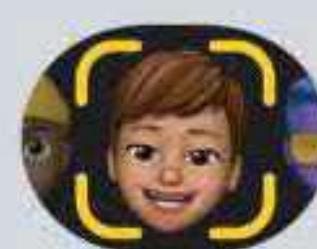
Ok as soon as I find out I'll message you right away

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.



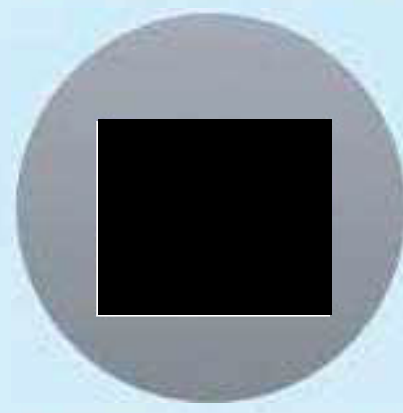
iMessage



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



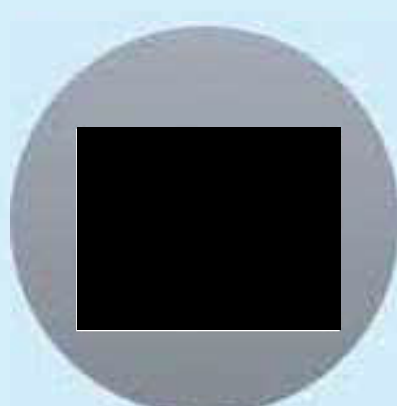
iMessage



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

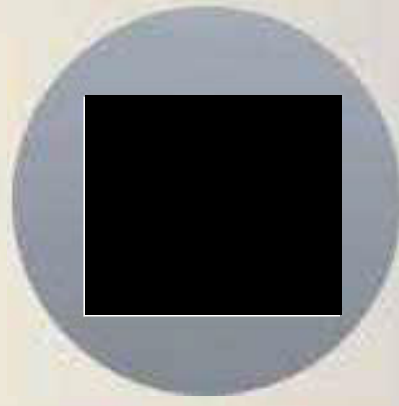


iMessage





< 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



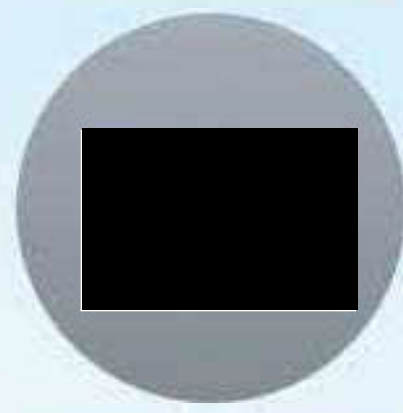
iMessage



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. Kammereis and being shown in photos on the invoices

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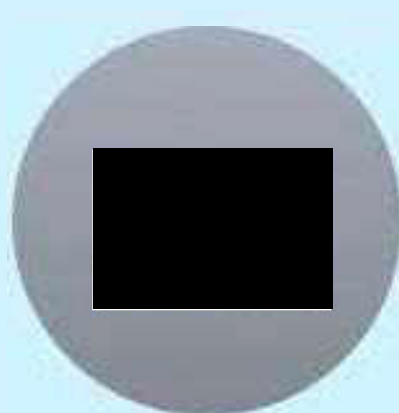
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2:16



< 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.



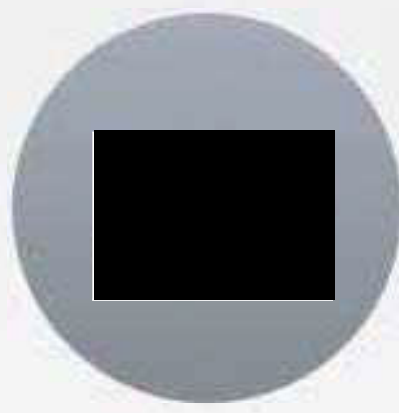
iMessage



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







█'s Post



█  
We would love to give you a estimate

1y Like



█  
Licensed boded insured

1y Like



Rob █  
Best you can get  
The did fantastic work for us

1y Like Reply



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I can give you a quote .

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█  
I build all fence an custom fence .

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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:

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:

"- \$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

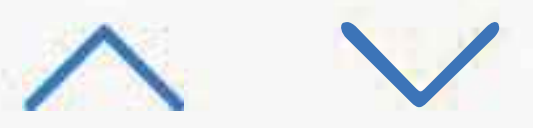


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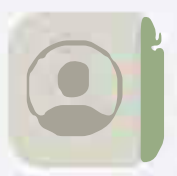


< Inbox

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 [redacted] >

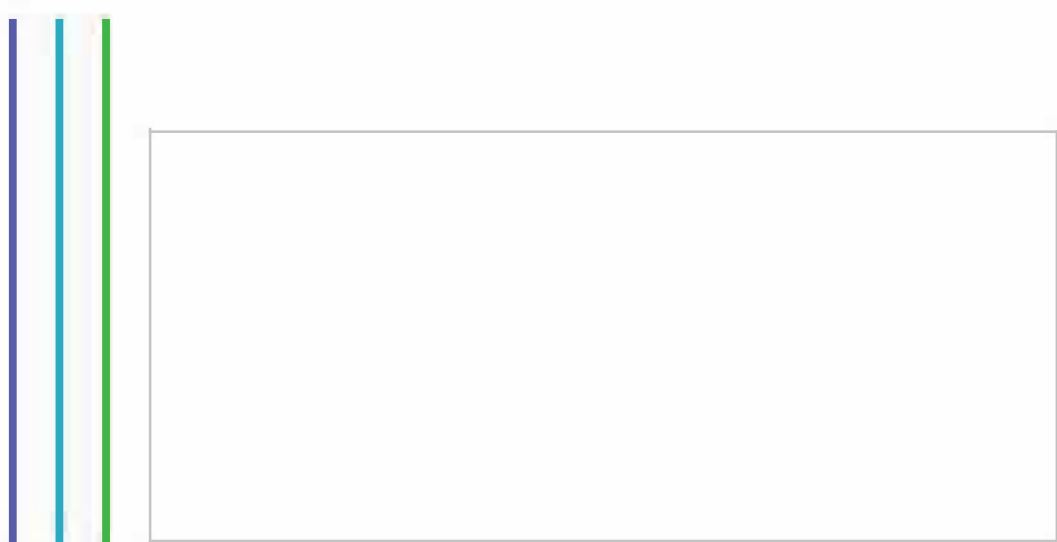


Re: ROC # [redacted]

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

