

Laura [REDACTED]
[REDACTED]
[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 [REDACTED] [REDACTED] Plaintiff, vs. [REDACTED] [REDACTED] LLC Defendant,</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), [REDACTED] and [REDACTED] (“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, [REDACTED] 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 incimate 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, [REDACTED]. 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, [REDACTED], 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,

[Redacted Signature]

Laura [Redacted Name]

Pro Se Litigant

1/6/22

Date

[Redacted Signature]

[Redacted Name]

Pro Se Litigant

1/6/22

Date

DECLARATION UNDER PENALTY OF PERJURY

I, LAURA [REDACTED] 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

____ [REDACTED] _____

Signature

____ Laura Owens _____

Printed Name

STATE OF ____ Arizona ____

COUNTY OF ____ Maricopa ____

DECLARATION UNDER PENALTY OF PERJURY

I, [REDACTED] 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

___ [REDACTED] ___

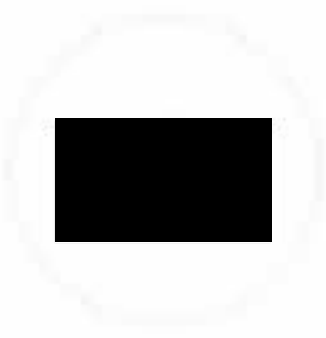
Signature

___ [REDACTED] ___

Printed Name

STATE OF ___ Arizona ___

COUNTY OF ___ Maricopa ___



[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 👍👍



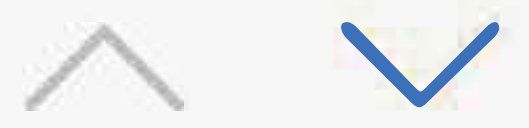
New Message

2:18



< Inbox

5 Messages
CV2021-053242



9:47 ↖



< [Redacted] Post ...



[Redacted Name]

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 [REDACTED]

+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
		0.00	\$181.01

EXHIBIT7

Search transactions



- Filter
- Payments received
- Payments sent

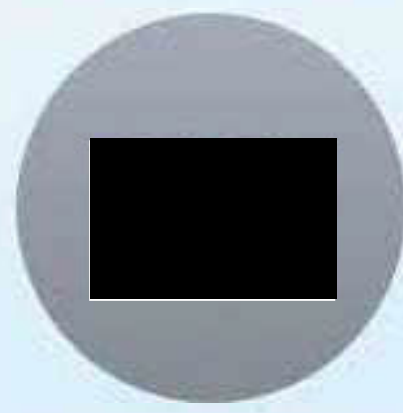
Completed

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

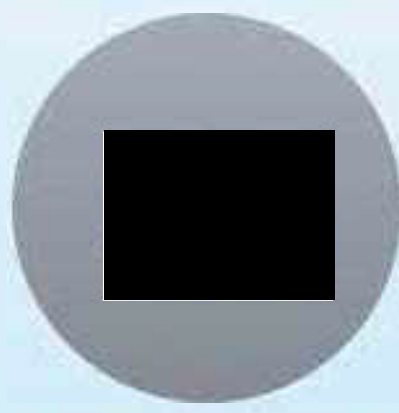
Sun, Jan 31, 5:15 PM

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



iMessage





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.



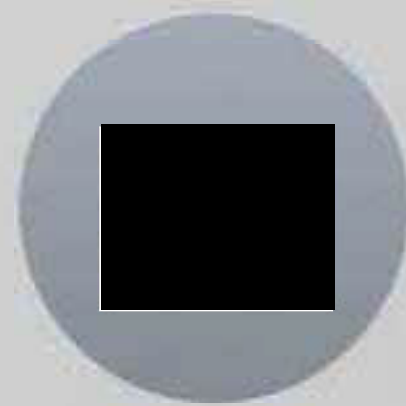
iMessage



8:02

5G

< 263



Shawn >

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

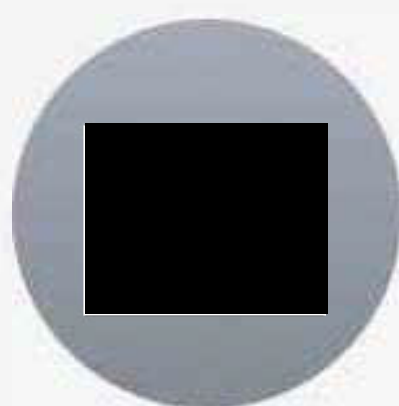
What's your email so I can send you everything?



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: SRQANHORSE2@SCMAY
L.COM
: 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

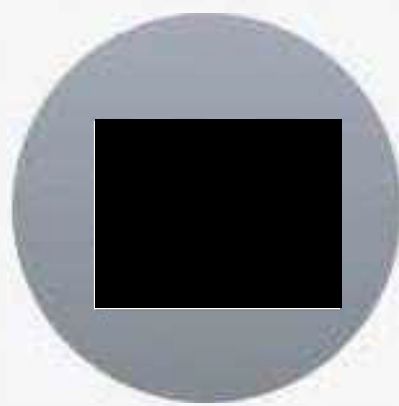
Lo ██████████ ██████████

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

```



< 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?

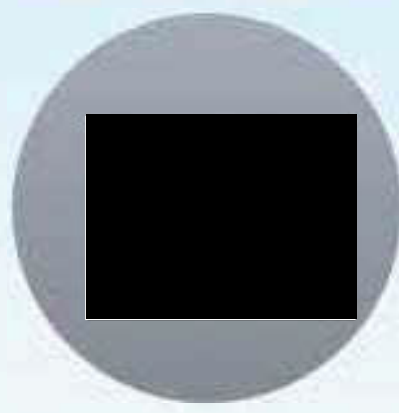
Thu, Feb 25, 8:35 PM



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



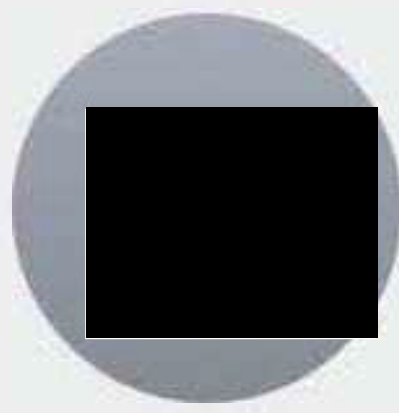
Sorry we had trouble today I've been calling everybody and their cat and drove to Tucson after I left Glendale all pipe is completely gone at the moment and we have enough at yard that will not meet structural specifications as far as load carrying post , we have all beams red purlins and PBR tied down 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



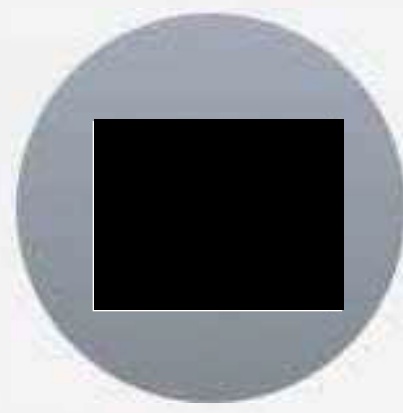
iMessage



8:03

5G

< 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

| Message



Omg I love it!!! 😂😂

Sat, Feb 27, 11:15 AM

What's the update?

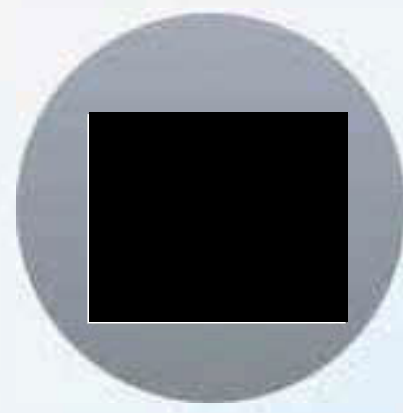
| iMessage



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.



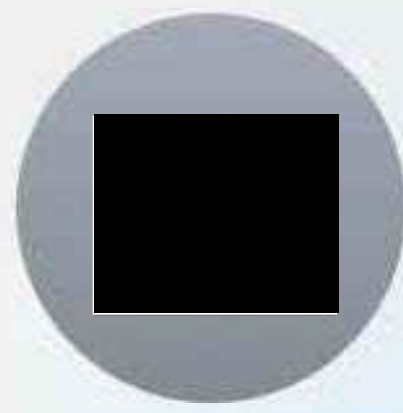
iMessage



8:03

5G

< 264



Shawn >

Tue, Mar 2, 7:54 PM

Tractor is coming tomorrow?

Wed, Mar 3, 8:24 AM

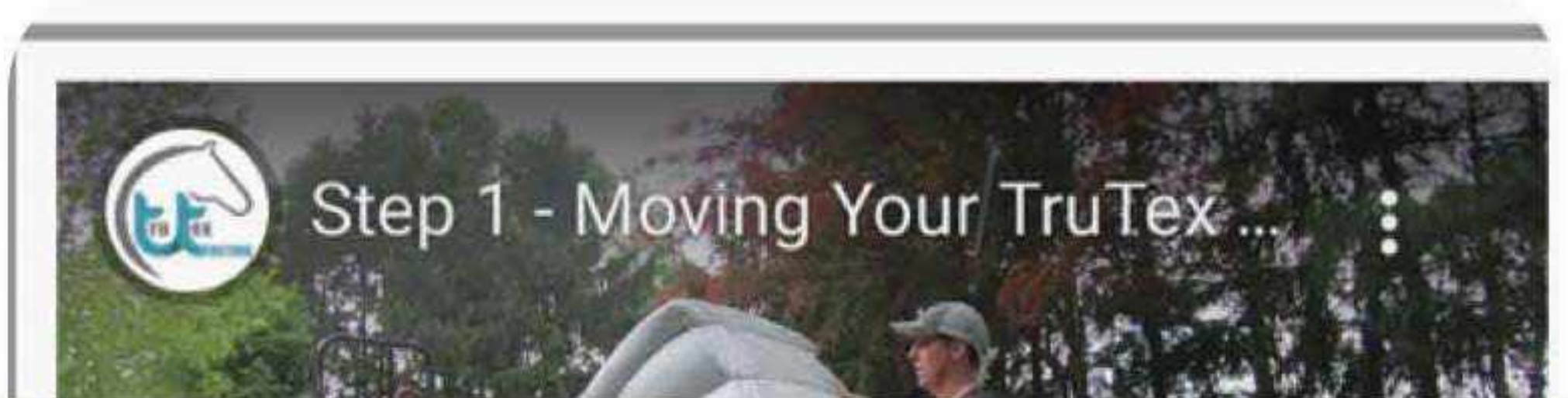
?

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

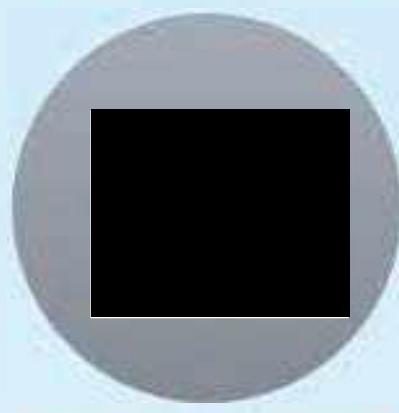
My dad just shattered his knee and needs surgery later today...we are having a very rough day and this is something that we really need to take care of so that we don't have to worry about this/ where our horses and things are going. Can you please give us an update?

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

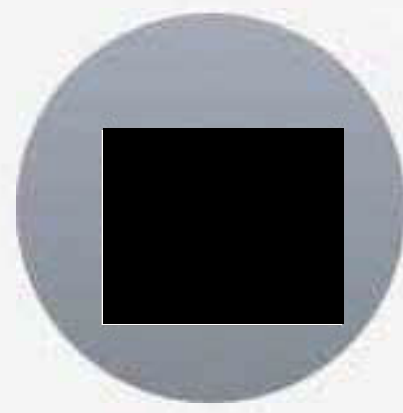
Checking in on the contract and if equipment comes today



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



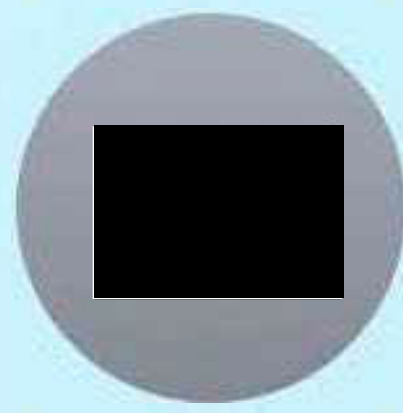
iMessage



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

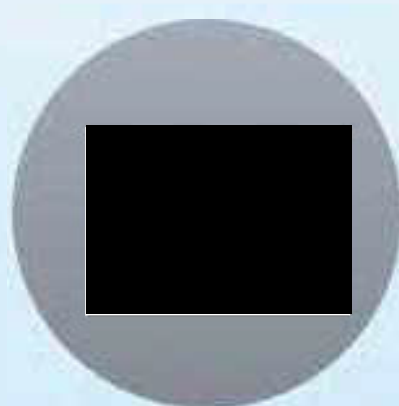
Sat, Mar 6, 11:00 AM



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!

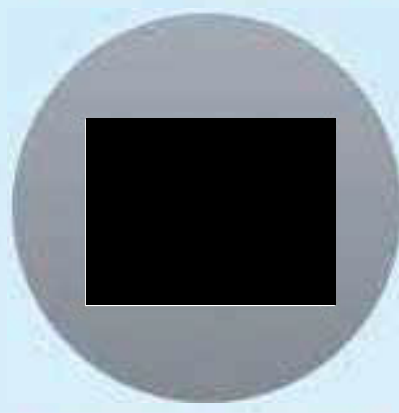
Mon, Mar 8, 7:18 AM

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

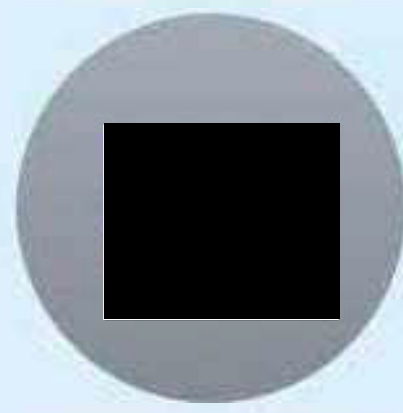
What time will your guys be here



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?

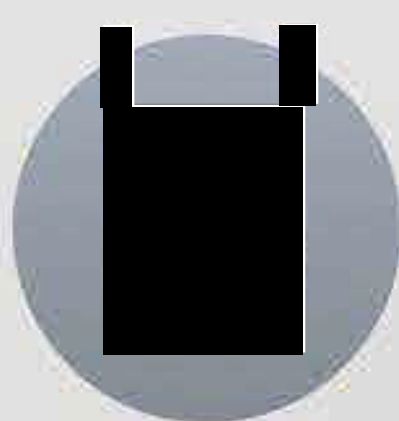
URGENT! I'm gonna be screwed if no one is here

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

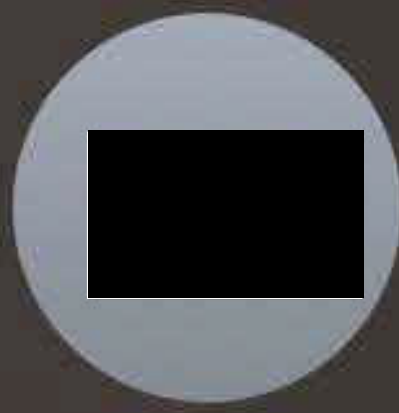
Any update?

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

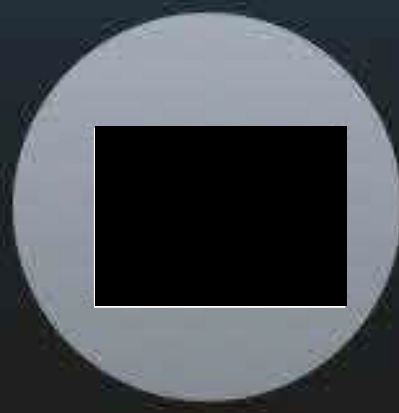
?



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

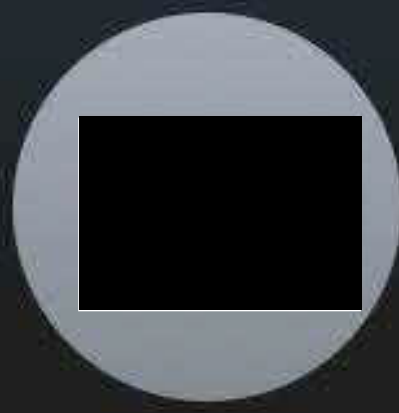
Woke up to one horse all cut up from the cinder block stalled .



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

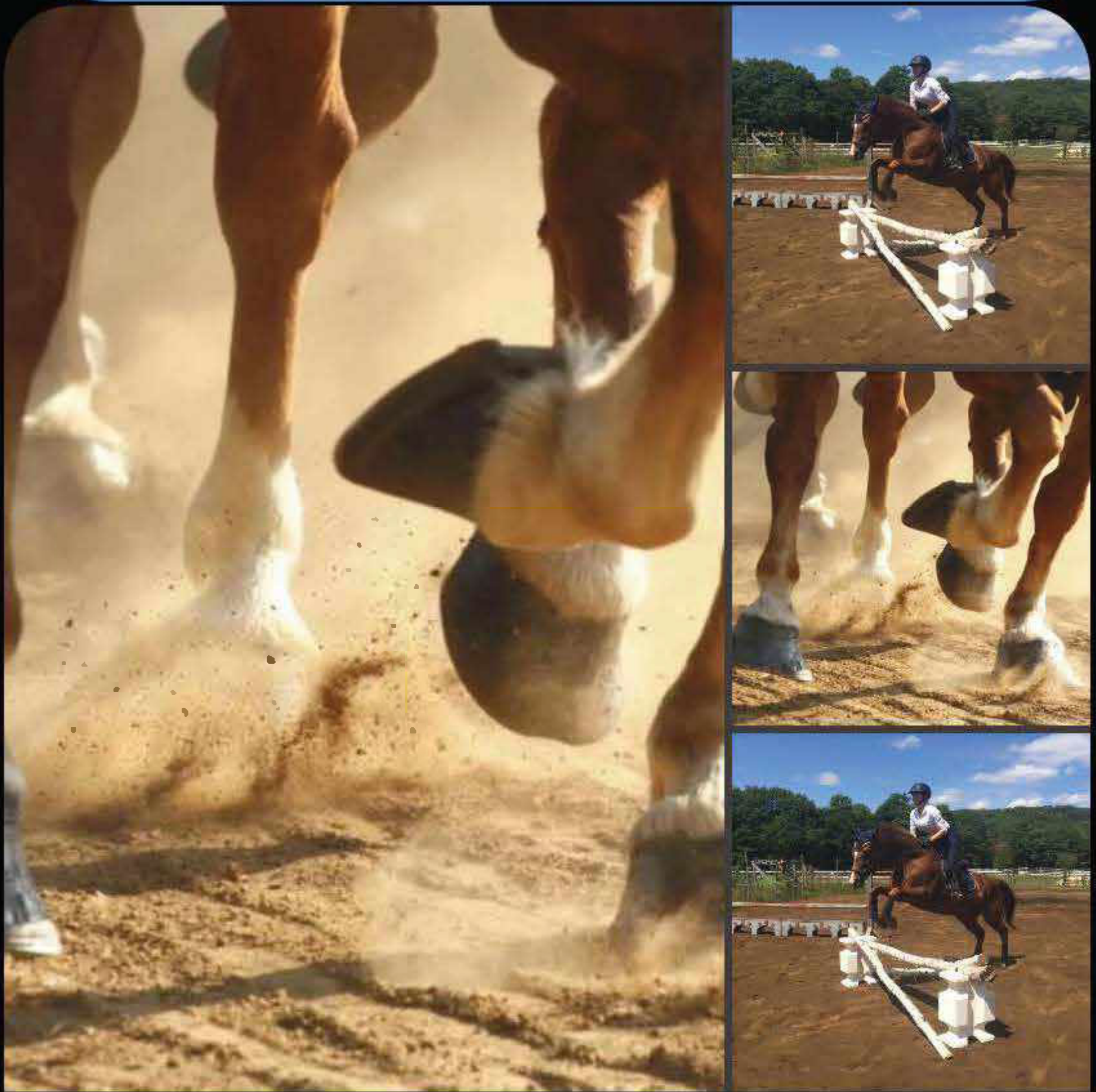


iMessage



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

Maricopa, az

85139

Phone icon

Phone icon

.com

INV140

DATE

03/10/2021

DUE

On Receipt

BALANCE DUE

USD \$16,789.00

ALL TO

Laura

+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

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

[REDACTED]


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?

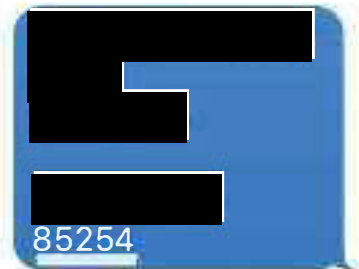
4/6/21, 12:40 PM

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			
(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

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 [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	Dig. Xray Superitem	\$0.00	\$0.00	
2	4/20/21	Tiffany	Dig Radiograph-LF Coffin Bone (P3)		\$110.00	
2	4/20/21	Tiffany	Dig 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: [REDACTED]

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 [REDACTED] 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.[REDACTED].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

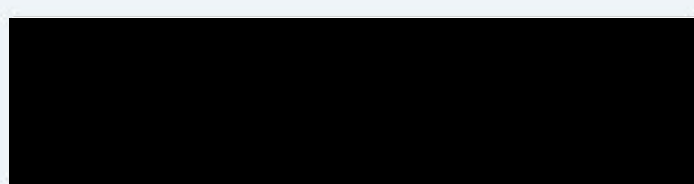


Home

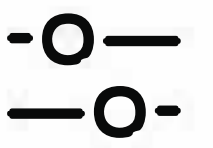
May 19 12:45 PM

Edit





scottsdale



All

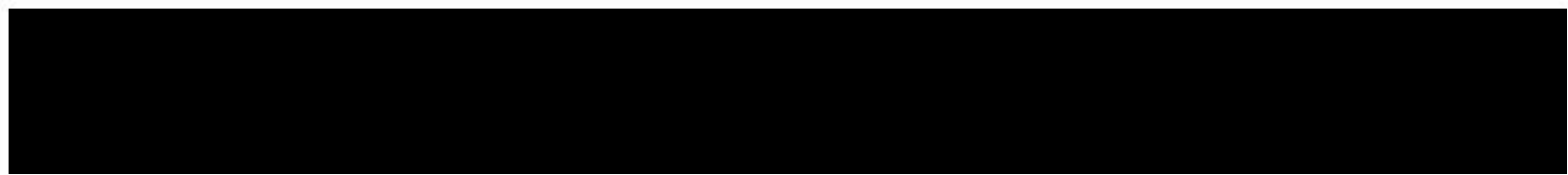
Posts

People

Groups

Photos

Video



Apr 10, 2021 · 🌐



Project in Scottsdale getting close to finished 👍



👍 3



News Feed



Marketplace

9+



Groups



Dating

9+



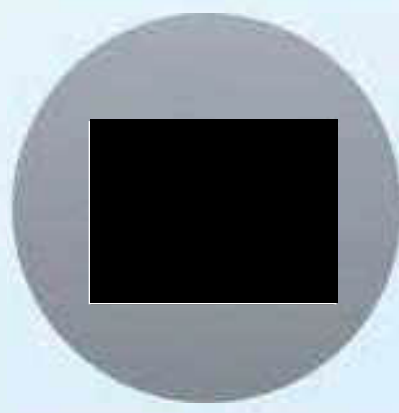
Notifications

9+



Menu

6



Tue, May 18, 7:14 AM

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

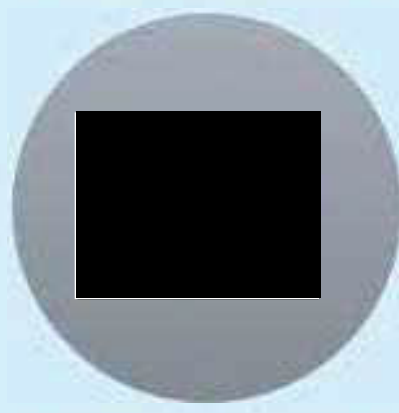
A bunch of the guys who have worked here doing other projects have said that they didn't understand why the stalls are built so high up on dirt. I don't either and I think that seems unsafe. But beyond that, the instructions to put them in were not followed whatsoever and I paid \$3200 for installation. 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'.

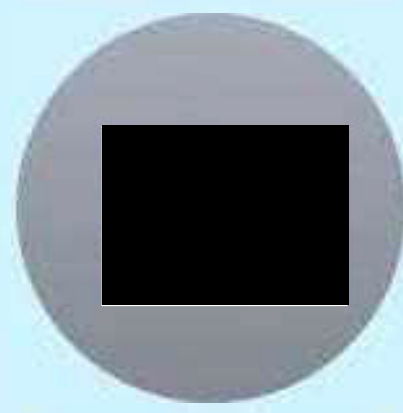
C) Step four states that, "if a mattress is too long, or you need to work around a post in the stall, create a "T-Cut" at the top end of the cell(s). Cut along the edge of mattress, and remove the extra crumb. Fold the excess material tightly under the remaining mattress. This will stop the rubber from 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.



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