

From: "Robert Thompson, CEO-Handi Services" <bobby@handiservice.us>
Subject: Re: Formal Demand for Partial Refund – Project at 1089 E Blue Spruce Ln
Date: July 28, 2025 at 17:48:43 MST
To: Dave Kujawski <dave.kujawski@gmail.com>
Cc: Handi Services <clientsuccess@handiservice.us>, projectmanagementdept@handiservice.us, Rachel Kujawski <rachel.e.kujawski@gmail.com>

Hi Dave,

I'm writing to address your recent correspondence and provide a comprehensive response to the situation we're dealing with. While I'm disappointed by how this has developed, I want to approach this professionally and work toward a resolution.

ADDRESSING YOUR ROC COMPLAINTS

When you filed your complaint with the Arizona Registrar of Contractors, you raised several concerns. I'd like to address each one with the same documentation we provided to the ROC, which led to their decision not to pursue any action against our company.

1. PROJECT ABANDONMENT CLAIM

You stated we abandoned the project without justification. This simply isn't accurate. We have never abandoned your project and have been consistently ready to complete the work. The project has been on hold because we've been waiting for your decisions on two critical items:

Premium Carpet Selection: You selected carpet materials that exceeded the contract allowance by over \$4,000. We provided detailed cost breakdowns and alternative options, but never received a final decision on how to proceed.

Furniture Moving Arrangements: This work fell outside the original scope. We provided multiple options and pricing, but despite our requests for direction, we never received approval to proceed with any alternative. We documented our attempts to obtain these decisions, and I personally explained on our recorded phone conversation that we were ready to move forward once these decisions were made.

2. "NO WORK PERFORMED" CLAIM

While physical construction hasn't begun, substantial pre-construction work has been completed, including:

- Professional design consultation sessions

- Comprehensive site analysis and project planning
- Material research, selection guidance, and coordination
- Vendor relationship establishment and material procurement planning
- Sales team engagement and project development
- Detailed estimating services rendered and paid for. (Including revisions)
- Administrative coordination and scheduling preparation
- Project management setup and logistics planning
- Critical hours spent on multiple occasions by different executives (Including the Ceo)

These services represent significant value and are essential components of any successful construction project. The fact that we haven't broken ground is directly related to the pending decisions mentioned above, not any abandonment on our part.

3. ITEMIZED COSTS REQUEST

Our contract is structured including pricing, which is standard industry practice. Pre-construction services are incorporated into our project pricing model, just as they are with every reputable contractor. These costs are absorbed in our overhead and profit margins. I previously provided you with a summary showing \$18,000-\$22,000+ in services rendered(This is before all the many extra necessary hours were spent defending our position to the ROC). The Arizona ROC reviewed our practices and found them fully compliant with all regulations and industry standards.

THE ESCALATING DEMANDS ISSUE

I need to address something concerning. Initially, you offered to let us keep \$5,000-\$7,000 and requested a refund of \$8,000-\$10,000. After filing complaints against us with the ROC - complaints that were investigated and found to be without merit - your demands have actually increased. You're now requesting that we keep only \$5,000 and refund \$10,000. This escalation, particularly after the ROC vindicated our position, is troubling. The time and resources we had to dedicate to responding to these complaints represents significant additional costs to our business.

OUR LEGAL POSITION

I want to be transparent about our legal standing so you understand the full picture as we work toward a resolution.

WHAT WE COULD LEGALLY PURSUE:

Full Contract Enforcement (Preferred): We have a binding \$30,000 contract with your electronic signature. We could demand completion of the project as originally agreed and require you to make decisions on the pending change orders.

Remaining Contract Amount: We could pursue the remaining \$15,000 owed under the contract, seek additional damages for breach and delays, and recover attorney fees and costs.

Possible Mechanics Lien: We could place a lien on your property until payment is received, which would affect your property title and potentially your credit.

False Claims Damages: We have a particularly strong legal position regarding the false complaints you filed against our company. The Arizona ROC thoroughly investigated your allegations and found them to be completely without merit. This creates significant legal exposure for you, as filing false complaints against a licensed contractor can result in substantial damages including:

- Compensation for time and resources spent defending against false claims
- Damage to business reputation and potential lost business
- Attorney fees and costs incurred in the defense
- Punitive damages for malicious prosecution

Just this false complaint issue alone could justify us pursuing a significant settlement from you, regardless of the underlying contract dispute.

THE REALITY OF OUR READINESS

I want you to understand something important:

We are ready to complete your project. Your claims of abandonment are not accurate. We have been consistently prepared to move forward and have repeatedly communicated our readiness to proceed. The only thing preventing completion is the lack of decisions on the two items I mentioned. We've maintained our team availability, kept vendor relationships active, and preserved your place in our schedule. We want to deliver the home renovation you originally envisioned.

GOOD FAITH SETTLEMENT OFFER

Despite our extremely strong legal position - including our right to pursue damages for the false complaints you filed against us - we want to find a path forward that allows everyone to move on. We're prepared to make the following one-time settlement offer:

WE WILL REFUND \$5,114.85 AND RETAIN \$9,885.15

This calculated amount represents our best offer based on the financial impact this has caused (We agreed to do all the work we've done based on a total contract value of 30k). This offer is very generous and represents a significant concession given:

- The value of services we've provided (\$18,000-\$22,000+)
- Our legal right to the full contract amount (\$30,000)
- Our potential claims for damages from the false ROC complaints
- The time and resources we've invested in defending against baseless allegations

Frankly, we could pursue you for a substantial settlement just based on the false complaint issue alone, but we're choosing to be reasonable and offer you a path to resolution that's actually favorable to you.

SETTLEMENT TERMS:

- 1.Mutual Release: Both parties release all claims related to this contract
- 2.Non-Disparagement Agreement: You agree not to pursue negative actions against Handi Services with any person or organization
- 3.Confidentiality: You agree to keep this matter confidential and not make negative statements about our company
- 4.No Future Claims: You waive rights to file additional complaints, reviews, or legal actions

These terms protect our business reputation and ensure this matter is resolved completely.

YOUR THREE OPTIONS

You have three clear paths forward:

OPTION A: ACCEPT OUR SETTLEMENT OFFER

- Receive a \$5,114.85 refund (more than fair, considering our strong legal position and the fact that you made false statements about our company in an attempt to manipulate the facts)

- Sign a settlement agreement that protects both parties

- Move forward knowing this is completely resolved

OPTION B: COMPLETE THE PROJECT

- Make the pending decisions on carpet and furniture moving

- Allow us to complete the renovation you originally wanted

- Work together to address any budget concerns through scope adjustments

OPTION C: PURSUE LEGAL RESOLUTION

- We would enforce our full contract rights

- This could result in pursuit of the remaining \$15,000 plus damages

- Legal proceedings could include liens, court costs, and attorney fees

WHY WE'RE OFFERING THIS SETTLEMENT

You might wonder why we're offering this settlement when we have strong legal grounds to pursue the full contract amount. We believe in finding solutions that allow everyone to maintain their dignity, and sometimes the right thing to do isn't necessarily the most profitable thing to do.

TIMELINE FOR DECISION

Please provide us with your written decision within 5 days of receiving this email. This timeline allows us to plan accordingly and ensure we can honor whichever path you choose.

MOVING FORWARD

Regardless of which option you choose, we're committed to handling this situation professionally. We harbor no ill will and hope you find a resolution that brings you peace. If you choose to complete the project with us, we'll deliver exceptional results. If you choose the settlement, we'll process the payment to you within a reasonable timeframe. If legal resolution becomes necessary, we'll pursue it appropriately.

IMPORTANT POINTS

I need to be completely transparent about something: this project has already cost us significant time and money that we hadn't anticipated. I have personally spent far more hours on this situation than what's fair or reasonable, and it continues to require additional resources from our team. We originally offered you our services and helped you get approved for the \$30,000 financing under the impression that you would honor your word and the contract you signed. If you choose not to accept this settlement offer, we will pursue every legal opportunity available to not only recover what we're actually owed, but we will also seek compensation for the false allegations and charge for every single hour anyone on our team has spent dealing with this matter - which could end up costing you a very substantial amount of money, and rightfully so. If you reject our offer, we will no longer communicate with you directly and will have legal counsel handle everything moving forward, and you will be responsible for those attorney fees as well. None of that is what we want, so please consider this an honest warning and sincere plea for you to make the right decision, because we genuinely want what's best for you.

FINAL THOUGHTS

I want to thank you for taking the time to read this comprehensive response. We've always believed that good people can work through difficult situations when they approach them with honesty and good faith. Whatever you decide, I hope you're able to create the living space of your dreams. If you have any questions about anything in this email or would like to discuss any of the options, please don't hesitate to reach out.

With great intentions,

BOBBY THOMPSON

520-703-5105

1-844-MY-HANDI

bobby@handiservice.us

www.handiservice.us

**"From Foundation to Finish,
Inspired by Purpose"**



The information contained in this electronic message is confidential and intended solely for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or unauthorized use of the communication is strictly prohibited. If you have received this email in error, please notify the sender immediately by telephone. Thank you.

On Mon, Jul 28, 2025, 2:49 PM Dave Kujawski <dave.kujawski@gmail.com> wrote:

Dear Bobby,

Attached is a formal demand letter regarding our project at 1089 E Blue Spruce Ln. As outlined in the letter, we are requesting a partial refund of \$10,000 based on the current status of the project and lack of physical work performed to date.

We are hopeful this can be resolved professionally and without further escalation. Please respond by **August 6, 2025** to confirm receipt and next steps.

Sincerely,

Dave Kujawski

dave.kujawski@gmail.com

(415) 515-9910

From: Dave Kujawski <dave.kujawski@gmail.com>
Subject: Formal Demand for Partial Refund – Project at 1089 E Blue Spruce Ln
Date: July 28, 2025 at 14:49:02 MST
To: "Robert Thompson, CEO-Handi Services" <bobby@handiservice.us>
Cc: Handi Services <clientsuccess@handiservice.us>, projectmanagementdept@handiservice.us, Rachel Kujawski <rachel.e.kujawski@gmail.com>

Dear Bobby,

Attached is a formal demand letter regarding our project at 1089 E Blue Spruce Ln. As outlined in the letter, we are requesting a partial refund of \$10,000 based on the current status of the project and lack of physical work performed to date.

We are hopeful this can be resolved professionally and without further escalation. Please respond by **August 6, 2025** to confirm receipt and next steps.

Sincerely,
Dave Kujawski
dave.kujawski@gmail.com
(415) 515-9910