

ANTHONY | LAW GROUP

Plaza Codorniz
4300 N. Miller Road, Ste. 223
Scottsdale, Arizona 85251
T (602) 362-2396
www.sjanthonylaw.com

Stephen J. Anthony
Attorney At Law
sja@sjanthonylaw.com

August 14, 2025

[REDACTED]

CERTIFIED MAIL

Dave and Rachel Kujawski
[REDACTED]
Gilbert, AZ 85298

CEASE AND DESIST

Re: Handi Services LLC

Dear Mr. and Mrs. Kujawski:

I represent Handi Services LLC (“Handi Services”) and Robert and Jesse Thompson regarding the numerous defamatory statements you have illegally made about my clients. You entered into a contract with Handi Services on or about May 22, 2025 and ended up trying to illegally cancel the contract in July 2025. Since that time, you have posted extreme and demonstrably false statements on Google, the Better Business Bureau (“BBB”), and Angi and possibly others. Unbelievably, you filed a false ROC complaint, which was thankfully quickly dismissed by the ROC on July 28, 2025. Now, you have, incredibly, filed a false complaint with the Attorney General’s office regarding my clients. My clients hereby demand that you immediately **cease and desist from making any further defamatory statements and that you remove or withdraw your false comments online and that you withdraw your false complaints filed with the BBB and the Attorney General’s office.**

You have made the following false statements to just name a few:

- Saying my client admitted on recorded conversation that they have one of the flimsiest contracts—**completely false**

- Saying that my client broke the contract almost right away by not ordering materials—**completely false**
- Saying you wonder where your money even went—**implies theft, which is defamation per se**
- Saying my clients are going through bankruptcy—**completely false and defamation per se**
- Saying that my clients operate a shady business. DO NOT USE THEM—**extremely defamatory**

All of these comments and any other false and defamatory comments must be retracted and removed immediately. You have no right to defame my client because you breached the contract with my client and are trying to get a refund that is not owed at all.

Interestingly, you made the defamatory statements after you sent my client an email promising him that you would leave complimentary reviews if he refunded you the entire downpayment you made on the contract. When my client refused to give you a full refund due to the countless hours my client spent on your project getting it ready for construction, you decided to defame my client and file false complaints with multiple governing bodies.

In Arizona, “[o]ne who publishes a false and defamatory communication concerning a private person . . . is subject to liability, if . . . he (a) knows that the statement is false and it defames the other, (b) acts in reckless disregard of these matters, or (c) acts negligently in failing to ascertain them.” *Antwerp Diamond Exch. of Am., Inc. v. Better Bus. Bureau of Maricopa Cnty., Inc.*, 130 Ariz. 523, 528, 637 P.2d 733, 738 (1981) (quoting *Peagler v. Phx. News., Inc.*, 114 Ariz. 309, 315, 560 P.2d 1216, 1222 (1977)); see *Dube v. Likins*, 216 Ariz. 406, 417, 167 P.3d 93, 104 (Ct. App. 2007) (quoting *Rowland v. Union Hills Cntry. Club*, 157 Ariz. 301, 306, 757 P.2d 105, 110 (Ct. App. 1988)). Here, there is zero doubt that you knew the statements you were making were false and that you acted in reckless disregard of my clients’ reputation when you posted these false statements.

In addition, in a defamation per se claim, proof of actual damages is not required as damages will be presumed. *Allen v. Ariz. Dep’t of Corr.*, 1 CA-CV 07-0242, 2009 WL 2382026 (Ariz. Ct. App. Aug. 4, 2009) (citing *Boswell v. Phx. News., Inc.*, 152 Ariz. 1, 6 n. 4, 730 P.2d 178, 183 n. 4 (Ct. App. 1985)). A publication which impeaches the honesty, integrity, or reputation of a person, or which is damaging to his professional reputation is [defamatory] per se and presumptive damages may be awarded without proof of special damages. *Hirsch v. Cooper*, 153 Ariz. 454, 458, 737 P.2d 1092, 1096 (Ct. App. 1986) (citing *Peagler*, 114 Ariz. at 316, 560 P.2d at 1223). Here, that is exactly what you did as you called in to question my clients’ professional reputation, honesty and integrity. You will be liable for presumed damages.

To the extent you do not immediately cease and desist from making any further defamatory statements and/or you fail to immediately retract and remove the defamatory statements you have already made, Handi Services will not hesitate to file a lawsuit against you to compel same and recover its substantial damages.

Damages that my clients will be able to recover in a defamation lawsuit against you include, but are not limited to business reputation damages, lost revenues, and emotional distress damages. My clients have the software that will enable them to fully investigate any lost customer opportunities where the customer's decision not to proceed with hiring my clients may have been influenced by your defamatory statements. If such instances are identified (e.g., a \$200,000 project lost due to your defamation), those will be added to my clients' damages claim. The total damages that my clients will be entitled to recover could easily exceed \$400,000.00. In addition, my clients will be entitled to be reimbursed for their attorneys' fees and costs incurred in having to file a lawsuit against you at the rate of \$425/hr. In a case like this, the attorneys' fees alone will exceed \$50,000.00.

In order to avoid a lawsuit and being liable for substantial damages and attorneys' fees as a result of your extreme defamatory conduct, you need to respond to this letter by no later than August 18, 2025 confirming that you have removed or are in the process of removing all defamatory reviews and all false statements made in any pending complaints with any governing body. If I do not receive a response from you by that date, then my clients will have no choice but to pursue all of their legal remedies as outlined above to obtain the help of the courts to remove your defamatory statements and to be awarded the appropriate damages.

Again, you must respond to this letter by no later than August 18, 2025. If you have any questions regarding the contents of this letter, please (either you or your attorney if you have one) contact the undersigned; do not contact my clients directly.

Sincerely,

Stephen J. Anthony

Stephen J. Anthony

SJA/pk