



JULY 10, 2024

Re: SUMMARY of Rodney Schlesener's work on the Initial Development of Property

Property: KofA 40-acre parcel, La Paz County, AZ — APN 302-56-003

Development Project: Extend 2-inch water line 1,500 ft., build a partial road with two RV site pads on the Northwest 10-acres of the property

Contractor: Rodney Schlesener, dba HT4, aka "Boomer"

Owner: Landarizona/JAK LLC, James Kunisch, Manager

On July 1, 2023, INITIAL MEETING. Boomer and I met onsite to discuss and determine the cost and feasibility of completing the initial stages of a planned private RV lot subdivision. At that meeting, Boomer asked many questions as we toured all areas of the property and reviewed [development plan](#).

July 5 - PROPOSAL(S). Boomer presented a [3-page proposal](#) to do the work as we discussed, and we signed it.

July 13 - WORK BEGINS. Boomer delivered the tractors and machinery to the site and began moving dirt.

July 13 - The water well on the property failed and would be out of service for ≈ten days for repair.

July 17 - Boomer began driving to town for water.

July 18 - I asked Boomer why he didn't work on another part of the project, not requiring water until the well was repaired.

July 25 - HT4 files 20-day [Prelim Notice](#).

July 26 - The well repair was completed.

July 28 - A well-repair log of "[Repair Process notes](#)" was transcribed into the record. Note that on Tuesday, July 18, 2023, we had suggested that Boomer stop driving to town for water and work on the waterline portion of the project, not requiring water until the well was back online.

- Aug. 8 - 1ST PROGRESS PAYMENT.** Boomer wanted a progress payment, and we directly deposited into his bank [account \\$20,000 on Aug. 18th](#)—no mention of extra work.
- Aug-Sep - Work continued on road and RV site pads. No extra work was discussed.
- Sep. 1 - We agreed to release our worker, Tom, to Boomer for help with the waterline digging and construction.
- Sep. 5 - 2ND PROGRESS PAYMENT.** Boomer wanted another progress payment, NO mention of extra work, and we [directly deposited \\$23,000](#) into his Wells Fargo account.
- Sep. 25 -** Boomer emailed [Invoice #4 for GRAND TOTAL DUE \\$30,990.04](#) showing adjustments for an overpayment and an underpayment made on Invoices #1 and #2—no mention about any “extra” work.
- Sep. 27 - We advised him we cannot consider his final Invoice #4 until we receive unconditional waivers from his equipment and material suppliers, pursuant to ARS 1008.
- Sep. 28 - Boomer asked us to forward forms we want to be signed by his supplier. We sent him the AZ Unconditional Waiver forms and told him we can’t reconcile his Final Payment until we receive them.
- Sep. 29 - Boomer responded, “...*what part of the bill do you need to reconcile*”? (See [annotated email exchange](#))
- Oct. 1 - HT4 RESTATES THE GRAND TOTAL.** [Boomer emails](#), “*I need to know if my **final payment** per contract and invoice is \$30,990.04. If not, then give me a number for your conditional waiver and release form. After conditional payment in full is made to me, I will then give you a signed unconditional waiver and release*”. He also says that if I had wanted extra, he would have billed us for it.
- Oct. 1 - [We sent another email](#) urging him to get releases from his vendors.
- Oct. 5 - HT4 SENDS A SIGNED CONDITIONAL WAIVER.** While we’re waiting for Boomer’s Vendors’ Waivers, he sent us his signed [Conditional Waiver and Release](#) for \$30,990.04 and a [Conditional Waiver](#) from Empire Machinery.
- Oct. 6 - We advised Boomer that we needed Empire’s [Unconditional Waiver](#).
- Oct. 10 - We received [Empire’s Unconditional Waiver](#) directly from Empire.

- Oct. 11 - OFFSET LETTER TO FINAL INVOICE.** We sent Boomer a two-page letter ([HT4 Offsets Letter](#)) detailing the road material we had to purchase to make up for the shortage of dirt he was contractually obligated to provide, as well as the cost of the worker he used for the waterline. The total offsets amounted to \$5,979.70.
- Oct. 12 - HT4 ACCEPTS OFFSETS AND SENDS CONDITIONAL WAIVER.** Boomer submitted his signed Conditional [Waiver and Release](#) on Final Payment for \$25,010.34, paid by [direct deposit](#) the same day.
- Oct. 16 - HT4 BILL FOR EXTRA WORK.** We received an email, he called "[Final Bill 1](#)," for \$20,245.70 for Extra Work, all for work covered in the original proposal. Previous invoices never mentioned any extra work or extra charges.
- Nov. 28 - HT4 ADVISES OF MECHANICS LIEN.** Boomer sent an email with an attachment, "HT4 Recorded Lien#2.pdf", notifying us that he recorded a [Mechanics Lien](#) against the property on Nov. 21 for the unpaid \$20,245.70. We were never informed of a pending lien beforehand.
- Jan. 26 – Using RocketLawyer (used for routine business forms), we contacted Joseph Brophy of Jennings Haug Keleher McLeod, who gave us an initial read on the matter in a phone call.
- Jan. 30 - LANDARIZONA DEMANDS HT4 REMOVE LIEN.** We emailed and mailed via [Certified Letter](#), a Return Receipt Requested to Boomer's mailing address requesting he remove the lien within ten days, but the letter was returned to us on Feb. 25 as Undeliverable.
- Feb. 16 - HT4 SAYS WAIVER FORM IS INVALID.** [Boomer sends an email](#), apparently reading the Jan. 30 letter, saying that the Conditional Waiver doesn't meet Arizona statutory requirements. You have to love this since he provided the form.
- Feb. 27 - Boomer then [provides example of Waiver](#) we were to use.
- Apr. 29 - HT4 ATTORNEY CALLS.** Boomer's attorney, Julianne Wheeler, called with Boomer present, not on speakerphone, to say she was his counsel with 30 years of experience in litigating AZ liens and that the waiver was invalid. In that call, I offered \$5,000 to settle, and she refused. She mentions Common Law issue(s) and says she will send a letter to us, as the statute date for foreclosing is near.
- Apr. 29 thru May 6 – Texting occurs between me and J. Wheeler

May 6 - I sent Boomer an email and attached a copy of the [texting we had with his attorney](#) and urged him to communicate with her and us about resolving the issue before it's too late.

May 7 - WHEELER'S DEMAND. [Julianne Wheeler's letter arrives](#) via email, containing false accusations with apparent ignorance of easily discoverable facts, and threatened a foreclosure suit if we didn't settle for \$15,000 paid within 48 hours.

May 7 - [Email chain between Wheeler and me](#) with copies to Boomer re:...

4:14 PM_Email to Wheeler with a brief outline of the facts of the matter, saying we've suffered more damage because she's not uncovered the facts. I attached an annotated copy of her letter pointing out the facts and false assumptions.

4:35 PM_She says she's not going to read my annotated copy of her letter, "I am not going to bill my client to read pages of argument, and I have not read what you attached." She asks for a "Yes" or a "No" answer to her offer to settle.

4:53 PM_I suggest she might end up working pro bono if she continues to move forward, and we consider her responsible (for damages). I attached a [letter with an offer](#) to settle.

5:11 PM_Wheeler replies her payment arrangements are not our concern.

5:37 PM_Because she's the only attorney or person with credentials to know better in this matter so far, she should know better — she's not helping prevent further damages, and I tell her something isn't right...if she would just pursue the facts.

6:05 PM_She admonishes me not to emulate "legal speak" and pushes for an answer to her offer to settle.

6:41 PM_ I ask her, "What is wrong here?" as she continues to ignore facts that could change the situation. I expressed my perplexity at why she hasn't helped her client. I referred her to my offer to settle, as sent in the previous email.

May 8 - [Email to Wheeler asking again](#) for the opportunity to discuss over the phone, and, "It's not too late to resolve this." I expressed, "The lien was, and still is, a frivolous claim, and you must release it immediately."

May 17 - WHEELER SERVES [Summons](#) to Benesch, Shadle & White.

May 25 - Udahl/Shumway sends Wheeler a [Demand Letter](#).

June 6 - Udahl/Shumway [DEFENDANT'S ANSWER AND COUNTERCLAIM](#)

June 20 - Udahl/Shumway **1st AMENDED ANSWER AND COUNTERCLAIM**

July 10 - Wheeler's **Reply to DEFENDANT'S AMENDED COUNTERCLAIM**