

James Poe
Poe Law, LLC
3804 S Fremont Avenue
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March 3, 2024

RE: Brian and Emily Smith

Mr. Poe,

This is in response to your letter dated February 5, 2024.

Respectfully, it appears your clients have not provided you with all the information you need to fully understand the situation. In short, the reason your client's pool is not working is due to decisions they made. Specifically, I was in the final stages of completing the project when one of your clients (Emily Smith) took it upon herself to slander me (and also with libel) to my professional colleagues on at least more than one occasion. I tried to look past that and continued to work on completing the project. I even continued to show up and work towards completion after I was informed by one of my industry peers that Emily had told this individual that she was not going to pay her final bill after the pool was completed. I still however continued to work on the project until the moment your client (again Emily) made the decision to verbally abuse me in person.

I am under no obligation to work for a client who treats me in this manner and who is not going to pay her bill when due. I was not finished at this point and informed Mr. Smith that I would not return to the property because of the actions of Emily. At this time there were two issues related to the pool that I was troubleshooting which were preventing the pool from working properly. Both issues and the methods to repair these issues were disclosed by myself to Mr. Smith. I informed him that I would be happy to provide the information to whoever they choose to make the repairs and they could use the funds not yet paid to cover those costs. They made the decision not to do that. Why they would NOT take the olive branch and get the pool completed without spending funds not allocated to the project is beyond me. To this day, no one has requested the information I have to share so the pool can be completed. Instead, they would rather "tear down the house to repair a window". I am still willing to be reasonable and provide the information necessary so they can enjoy their pool this summer (provided they properly winterized the pool before Winter of 2023 of course).

Again, I will be happy to provide the necessary information and I am confident a court of law will see that this situation is unfortunately customer driven and that I have been and continue to be reasonable.

Regarding the concrete, I offered to repair and coat the concrete and coping around the pool as well as their existing patio (at no cost) to make it aesthetically appealing however they rejected my offer. That offer has now been rescinded.

Should your clients choose to facilitate an unnecessary lawsuit, they will be on the receiving end of a countersuit which will be at a dollar amount well over six figures. I retain Emily's published defamatory comments as well as personal testimony from a significant major supplier of mine. I was close to securing a national contract with this supplier which was directly impacted by the slanderous words from Emily Smith causing me significant losses in perpetuity. I am familiar Slander, Defamation, and Libel and I also understand their specific definitions and how they fit in this situation.

I suggest you advise your client to take the information I am offering and avoid me having to get my attorney involved because once that happens, it's too late.

Best regards,

Ben Hunt