APPEAL 5/21/2012

To Whom It May Concern:

I am Jason Barnum member manager of Jason Barnum Home Improvements LLC. The reason I am writing this letter is to appeal a decision made by the residential contractor's board. On May 10, 2012, the residential contractor board met at their normal scheduled meeting. On the agenda were complaints of the following addresses: 609 San Marco, 3117 West Omaha, both of these addresses have the same owner, Cliff Zent, 2517 Arrow Street, 4320 #19B West Main and 817 Anamosa. Also on the agenda was the city's own complaint that Jason Home Improvements LLS did not have current insurance on file.

I would like to start by addressing 609 San Marco and 3117 West Omaha addresses, Jason Barnum Home Improvements LLC, obtained a building permit on 609 San Marco on or about March 7, 2012, a building permit for 3117 West Omaha and on or about March 9, 2012. On March 8, 2012, 3117 West Omaha Jason Home Improvements LLC passed all required city inspections before the home owner issued payment for labor Mr. Zent inspected the roof and approved it and then paid for labor on 3117 West Omaha on March 8, 2012. In regards to 609 San Marco address Jason Barnum Home Improvements LLC obtained a building permit for the address did the reroofing project on March 9, 10 and 11 Jason Home Barnum Improvements LLC took the required pictures to show the roof was done to city code on March 10, 2012. On March 11, 2012, Jason Barnum, the member manager of the company was on the roof finishing it. Mr. Zent brought it to my attention he had spent more on the materials than what the estimate stated. I reminded Mr. Zent that did not accept the original estimate for labor and materials. I also reminded Mr. Zent that we had a verbal agreement that I would bill labor only. Mr. Zent demanded I needed to adjust the labor price because I went over in material costs; Mr. Zent was again reminded he was being billed for labor only and the materials was the home owner's responsibility. Mr. Zent then demanded I Jason get off his roof; however, I felt he had a duty as a licensed contractor in the community of Rapid City, South Dakota, that I had to close the roof since all that was left to do was put the ridge cap on. I paused for a moment because Mr. Zent stated if I did not get off his roof he was going to call his attorney. I then responded "call your attorney and I will call mine." Mr. Zent walked away and I immediately dialed my attorney's number, Mr. Pete Fuller and did not expect him to answer on a Sunday. Mr. Fuller answered the phone and I said "Mr. Fuller I have a question for you I am on a roof and the home owner wants me to get off the roof but I feel I have a duty to close it." Mr. Fuller responded "have the home owner put it in writing and get off the roof." Mr. Zent who was still on the roof overheard the conversation when I got off the phone Mr. Zent said "was that Judge Fuller". I said to Mr. Zent "that is correct was Judge Fuller". Mr. Zent then advised his son in law was Kent Haag of Whiting Haag Haag Dorsey and Haag Attorney's in Rapid City, South Dakota and he would speak with his son in law about this. I said "fine speak with your son in law but I am going to close your roof unless you put it in writing the reason you want me to get off your roof." Mr. Zent then got off his roof and I proceeded to close his roof. I finished the roof in its entirety. I then told Mr. Zent the work was completed, Mr. Zent, then got on the roof and inspected the roof and told me how nice it looked. Mr. Zent then got off the roof and I had to leave the job site and left the bill with one of my employees to give to the home owner and collect. It is my understanding the employee gave the home owner, Mr.

Zent, the bill and the homeowner said "I am going to have to think about this." The employee then informed me by phone that Mr. Zent refused to pay the bill. I told the employee to pack up and leave the job site and I would deal with it the next day. However, I was able make contact with Mr. Zent that same evening; Mr. Zent stated he had a list of complaints and he needed more time to think about paying the bill. I asked him how much time he needed. He advised he needed a couple more days. I contacted Mr. Zent on March 13, 2012, and said we needed to come to a resolution and get the bill paid. Mr. Zent told me he had something for me to come and get. I went to Mr. Zent's residence and he handed me a paper from his attorney, Mr. Kent Haag, aka son in law which was a personal and business guarantee on his roof, I looked at the paper, I said to Mr. Zent, I needed to take this to my attorney, Peter Fuller, and have him review it. Mr. Zent agreed and I informed him he would be back in 30 minutes. I took the paper to Mr. Fuller and was advised if I was going to sign it not to sign it personally only as member manager of Jason Barnum Home Improvements LLC. I took the paper back to the homeowner, Mr. Zent and I informed him "my attorney Pete Fuller has advised me not to sign this personally; however, I am so damn confident in my work that I will." Mr. Zent then said "the deals off." I stated "fine you still owe me for the work on your roof." There was also a price adjustment that I was going to agree to just to resolve the issue. The next thing I know the homeowner had filed a complaint with Angie's List, he also filed a complaint with the City of Rapid City, he also made contact with the South Dakota Attorney Generals Office Consumer Protection, the attorney general apparently advised him that Jason Barnum Home Improvements LLC has had nine complaints in the last five years that Jason Barnum Home Improvements LLC has worked through, Mr. Zent then decided after that information not to file a complaint with the South Dakota Attorney Generals Office Consumer Protection. It is my belief based off information received from the home owner of 2517 Arrow Street that Cliff Zent had went on line and pulled every permit issued in the past two years and was trying to make contact with all the homeowners, some of whom were in the meeting that is why I belief what the owner of 2517 Arrow Street sated.

I would know like to address 2517 Arrow Street compliant, the homeowner is Chris Ingersol. I reroofed the house and obtained the required building permits on or about April 18, 2012, the agreement I had with Mr. Ingersol was to reroof house and subcontract his gutters for his insurance proceeds. Mr. Ingersol obtained two checks from the insurance company and signed over to Jason Barnum Home Improvements LLC, the completion of the roof was on or about April 25, 2012, and passed all required city inspections on or about April 25, 2012. Mr. Ingersol inspected the roof and told me it would work for his purposes; which I took as Mr. Ingersol accepted the roof. I was supposed to arrange a gutter company to do seamless gutters on his house. I told Mr. Ingersol I would get back with him the next day as there as some touch up things which needed to be done on the roof. I received a text from Mr. Ingersol the next day that I was not to come back to his property and I needed to stay away from his property as I was allegedly under investigation and Mr. Ingersol was going to hold my trailer, ladder and some tools until the matter was cleared up, to this day Mr. Ingersol still has possession of the items and has not made the final payment from the insurance company. I have not been able to get a subcontractor to do the gutters based off of Mr. Ingerol demanding I not return to his property. The next contact I had with Mr. Ingersol was at the corner of Mountain View and West Main at the scene of an accident where I was rear ended, Chris Ingersol comes out of no where, yelling at me and all I was

trying to do was get the other driver's information. Mr. Ingersol then started yelling at my wife, I instructed her to get back in the vehicle as it was drivable. The other driver's vehicle was also both drivable therefore we both left so the situation would not escalate. A few days later, I get a text message from Mr. Ingersol if I did not return $4100 I would be going to jail; I have saved all communication.

Another address is 817 Anasoma on the agenda; however, that party did not show for the meeting, therefore, I will not be addressing this at this time.

On to 4320 #19B West Main address, the home owner is Susan Bascon. Ms. Bascon hired me to do painting, general handyman improvements and replace two doors. Ms. Bascon paid for half of the services up fronts so materials could be purchased to proceed with the job. I got into the job realized there were other things which would require a licensed plumber, which would need to be subcontracted. I asked Ms. Bascon for funds to cover these services; the bank put this check on hold. I did not know how much the plumbers or other subcontractors which would have to be brought in would charge as there was also some electrical issues which required a licensed electrician. Ms. Bascon agreed after providing the second check she would be billed for the difference in the end; she agreed. I received the check from the homeowner's sister, as Ms. Bascon was in Puerto Rico. I informed the homeowner through text message that the check was put on hold and the homeowner stated sometimes banks do not understand that Puerto Rico is actually part of the United States. I stated to the homeowner with the funds being placed on hold it would limit my ability to continue moving forward with the job but I would do my best to move the job forward with limited funds. The homeowner said nothing other than then asking me what progress had been made. Ms. Bascon would text me up to three times day some days, asking me what the progress was taking away time that needed to be spent on the job, I was then to install doors, however, the weather prohibited this, the homeowner was informed of this, I was contacted a couple of days later by another handy man service that he was hired to take over the job. I said thank you for the information as I decided not to have a conversation with the other handyman service, I immediately e-mailed the homeowner asking her if there was a way this could be worked out and settle it. The homeowner filed a complaint with Angie's List, the Better Business Bureau and the South Dakota Attorney's General Office Consumer Protection and also with the City of Rapid City, I e-mailed the homeowner which agency she would like me to work with on settling this issue. The homeowner's response was settle or court, never informing me of which agency she would like me to work with. The homeowner, Susan Bascon, had her sister at the meeting. She stated the plumber I had hired had not performed his job correctly and the electrical was not done to code even though there were no electrical changes.

Moving on to the no insurance issue, when I was informed by the city that they did not have a copy of the insurance card on file, I immediately supplied one to them. In conclusion, the board moved to revoke my contractor's license due to not having not filed a copy of the insurance with the city. That is the only thing the board made a decision on at the May 10, 2012 meeting and it is my belief that the board took their power to excess because under normal circumstances license contractor are allowed to have three strikes on their license before it is revocable and Jason Barnum Home Improvements LLC has none. I believe solely on that the board's decision should be overturned immediately. I also believe I

should be given a hearing which gives proper time to address the complaints that are stated herein with representation of counsel, Pete Fuller. I feel that my 14th amendment right violated as I had called the city three weeks prior to the meeting to and asked them to move the meeting to the next scheduled meeting as my counsel was not available due to open heart surgery and I was told by Brad Solon, Building Official, that he would e-mail the board and ask if the meeting could be moved and get back to me. Brad did not get back with me, four days later I called the city back and spoke to Carmen and was informed that the board had denied my request. I then attempted to hire another attorney; however, due to financial hardship I was unable to retain another attorney. I then contacted Mr. Pete Fuller the day before the scheduled meeting while in cardiac rehab and explained the situation both Mr. Fuller and myself made phone calls to the city attorney's office, and asked for it to be postponed due to Mr. Fuller's current medical issue. It is my understanding the assistant city attorney, Wade, told Mr. Fuller he would recommend to the board that he would post pone the meeting until Mr. Fuller was available to represent myself which assistant city attorney, Wade, did not recommend to the board. I chose to exercise my 5th amendment during this meeting due to not having counsel. Therefore, I feel my 14th amendment rights of the US Constitution were violated due to not having due process. I would request that this appeal be granted; however the city attorney's office or the board set a time to have a hearing of this matter were Mr. Fuller can be present and the complaints can be addressed as such. However, this is not a complete answer to the complaints this is only a summary as I feel it would be appropriate to have a complete answer with proper representation of counsel. I would like to thank the council hearing this appeal.

Respectfully,

5-21-2012

Jason Barnum

Member Manager

Jason Barnum Home Improvements LLC

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