



# MJB/Bixby Construction, Inc.

1513 18<sup>th</sup> St \* Sacramento, CA 95814  
Voice: (916) 448-9797 \* Fax: (916) 448-9779  
E-mail: mjbixby@msn.com  
California State Contractor's License #571821

March 2, 2001

Mr. Greg Carver and Brian Nelson  
2731 Marshall Way  
Sacramento, CA 95818

Dear Mr. Carver and Mr. Nelson,

I am responding to your letter dated February 21, 2001. I appreciate your detailed explanations, they are always helpful when disputing an issue in a court of law. I find it very unprofessional that not one complaint was made regarding MJB Bixby Construction or its personnel until you decided you did not want to pay monies owed. I strongly disagree with the majority of your letter. Often times, people who don't want to pay their bills, or can't pay their bills, complain to agencies. These falsified complaints allow them to delay payment or tort the payee into accepting less then what he is owed. I have already responded to the Better Business Bureau and told them we will not be using their services. If and when the time comes, I will also relay the same information to the Contractor's Board and any and all other entities you may contact.

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In reference to the contract. I do agree that you, Brian and myself met at my office, read the contract line by line, and then signed it. I also agree that Brian was and still is your associate and was given full permission to act as your agent. Throughout this project Brian has been the person in charge. Brian has performed all facets of this project including, but not limited to, making detailed changes to the first and second contract (which was thoroughly read both times), drawing detailed plans for the project, pulling permits, requesting change orders, eliminating parts of signed the contract, approving personnel hours, materials, invoices, and overseeing all workers (not limited to MJB Bixby Construction), as well as physically working on the project. When the job was near completion, Brian claimed he did not agree with change orders that had not been billed. He also went back and disputed invoices that had already been billed and paid. Brian had thoroughly looked at all the previous invoices, enough to point out minor billing disagreements of which we found common ground.

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I made it clear to both of you that I would not be at the project on a daily basis, you must remember I told you my mother-in-law was terminally ill, therefore, limiting the time I had available. It is also not custom for me to be at a job on a daily basis. You also stated, Brian, your associate and significant other, lived on the property and would be overseeing the entire project. In fact, on the first day MJB Bixby Construction was on the site, you requested they perform work that was not in the contract. There were many items that Brian requested above and beyond what was agreed to in the contract. These requests were considered change orders of which Brian oversaw, approved, and paid for. The change orders were typically approved verbally and billed out approximately a week or two after completion. Towards the end of the job, Brian made it very clear that he would not be paying for any change orders that had been completed and not yet billed. Once this statement was made, MJB Bixby Construction immediately followed proper procedures to insure payment. I find it interesting that Greg is making claims about what went on during this project when he wasn't even there (Monday -Friday).

EXHIBIT C

EXHIBIT F

EXHIBIT G

EXHIBIT D

EXHIBIT E

EXHIBIT H

EXHIBIT I

EXHIBIT J



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→ At the same time Brian stated he was not going to pay for anymore change orders, or even the bills he had in his possession that had not been paid, our office was in the process of (and still is) upgrading our computer system, therefore, holding us up from producing a final bill. Also note, Heidi (my wife) who helps with the billing has not been available due to her Mother's illness. We assure you the \$15,000 lien we put on your house is the minimal amount owed. In our opinion, the final bill once totaled will be higher than the \$15,000, at which time, if needed, we will add a second lien within the 90 day period.

→ We will end by saying this, in our opinion, Brian went out of his way to sabotage the final inspection on your property as another attempt to not pay your bill. I do not believe you have the financial means to pay your bill. So I am willing to work with you to resolve this issue. I will accept a payment in a cashiers check for the full amount billed up to this point. Also, a letter must be sent to all agencies (including MJB Bixby Construction and my attorney) stating you are withdrawing your complaint, will NEVER file another complaint in regards to this project or MJB Bixby Construction or its personnel, and that all matters have been resolved. If this is not agreed to within a seven day period from when you receive this letter, we will pursue all avenues to collect all monies due. Please note, my previous experience has proven it could cost thousands of dollars and an enormous amount of time to all parties to get this matter resolved, this is the only reason I am willing to settle for a substantial loss. Once my attorney is hired to sue both Brian Nelson and Greg Carver and defend ourselves with the agencies you've contacted, I will not absorb his costs and this substantial loss. I will not accept any amount less than the approximate \$15,000- \$20,000 due. We will not honor any other mediation or legal resolution to this matter except what is specifically stated on the contract. You have seven days to comply after receipt of this letter.

Upon receipt of above mentioned payment now due, your request for the unconditional lien release will be meet.

Regards,

  
Mark J. Bixby  
President/CEO

EXHIBIT C

EXHIBIT F

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EXHIBIT K

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