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May 19, 2022

Mr. Scott L. Fishman, Esq.  
Glantz Law  
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SENT VIA EMAIL

RE: Your File No

Dear Mr. Fishman:

I represent Mr. David Valencia and Modlav, LLC. Please accept this as our response to your demand letter dated May 9, 2022. Your client paid a non-refundable deposit towards the construction of a modular unit. The unit has been completed and your client has not paid the balance due or arranged for delivery of the unit. The balance owed by your client is \$11,971.16.

I understand from your letter that your client no longer wishes to proceed with his purchase of the custom-made unit. My client fabricated the unit pursuant to your client's custom directions. Unfortunately, such a decision to not proceed with the purchase of the custom unit will result in your client losing the non-refundable deposit.

Kindly confirm that he no longer wishes to proceed with the purchase, and my client will proceed with selling the unit after 10 days from delivery of this letter to mitigate his damages, including the costs of storage.

Regarding your client's insinuations that my client has not communicated with your client, my client contests such an accusation and looks forward to the discovery process revealing the substantial communications that have been exchanged should your client decide to file a lawsuit. Please call me if you would like to further discuss pre-suit resolution.

Sincerely,

/s/Matthew E. Ladd, Esq.