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August 28, 2024

VIA EMAIL (lelarestaurant9310@gmail.com)

Ms. Le Ngoc La
Restaurant Inc. d/b/a Pho Real LLC
2399 W. Main St.
Littleton, CO 80120

Dear Ms. La,

I am writing to formalize Keenaco LLC's withdrawal of any prior approvals related to the construction of a partially enclosed patio on your leased property.

Keenaco has not been satisfied with Matthew Hvizda and his company, Contractor Solutions, who you intend to hire to perform the work related to the patio and cannot agree to approve the improvements with his participation.

In particular, Kal Murib, the owner of Keenaco, has been in regular correspondence with Mr. Hvizda regarding replacing the cracked window at the front of the property for many months, with the window still not being replaced. Mr. Hvizda represented to Mr. Murib that the replacement window had been fabricated in April of this year and would be replaced in May. Yet, the window has yet to be replaced and Mr. Hvizda has made nothing but excuses over the last several months.

Keenaco simply cannot trust Mr. Hvizda to properly or timely perform work on the property and, therefore, will not approve any plan for construction involving him.

I want to reiterate that Keenaco is happy to have a patio constructed on the property and wants to work with you to get approvals and begin construction. In that regard, once you have identified a different party to complete work related to the patio construction, please provide me with the following for Keenaco's evaluation:

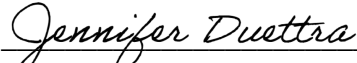
1. Any proposals or bids from your contractor;
2. The proposed construction contract, including all schedules and plans;
3. An update to the insurance policy you provided to me that specifically lists Keenaco as an additional insured as the lessor of the property.

Finally, demand is made that the broken window in your space be replaced within the next thirty (30) days. Should that not be done, there is a risk that it will have a negative impact on Keenaco's property insurance, including but not limited to resulting in a higher premium or the inability to renew the current policy. Should any damages be incurred by Keenaco due to the window not being replaced, you will be responsible to pay for those damages.

Please direct all correspondence related to this matter to me.

Sincerely,

MILLER & LAW, P.C.


Jennifer D. Duettra

cc: Sara Dusenberry (via email – sdusenberry@littletongov.org)

Kal Murib