

I

03/17/2026

In March of 2024 the construction company: Martin County Development poured the slab for the addition to our house of a master bedroom and bathroom. They scammed us and walked off the site with \$75,000.00, The slab is all they did.

In February 2025 we hired Grizze Construction to continue with the Second phase, the framing, and I, Banny Duncan, signed the contract electronically, Since my husband, Bruce Duncan, was at the V-A Hospital in Miami, having an emergency open-heart surgery. Mr. Anthony started working on February 24.

In the first week of March, Bruce went back to the hospital for a second open-heart surgery; and while he was recovering at the hospital, the frame inspection was done. That same day I asked Mr. Anthony if we had passed the inspection, and he and his father, who was working in the addition as well, told me that we had passed it.

A couple of days later, my husband was dismissed from the hospital. He got an e-mail from the Building Dept., saying that we had failed the framing inspection. I got in touch with Mr. Anthony, and he told me that he had already corrected what was wrong; that "it was something simple, one loose nail here and there".

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II

On March 17 I texted Mr. Anthony, to ask him why he hadn't come to finish the job (installing the tyvek). He told me that he ^{was} working on a big project in Miami, and that he was going to install the tyvek at the end of March. He told me that it would just take him about fifteen minutes.

(I thought: "If the work is done in such a short time, why wasn't it done sooner?") But I didn't say anything, my husband and I thought we were dealing with an honest man.

At the end of March, he didn't show up for work; and when I contacted him, he told me that he was going to let me know when he was going to come. Days passed and not work done. When I contacted him again, he told me that he couldn't move forward with any other additional work, until we figured out what we wanted to do: wait or continue with the next steps.

That "additional work", and "the next steps" are not part of the contract I signed. When he started working I told him that Bruce and I were thinking in getting a loan to be able to continue with the construction, and he sent me an e-mail detailing how much the next phase would cost us, but we weren't ready for applying for that loan yet, because Bruce's health was very fragile. I told him that we would let him know when we were ready. He required the last payment before installing the tyvek, and we did,

III

Then he said he wasn't sure about what he was installing, but in the contract I signed, it says: tyvek, plus the engineer's plans specify: "Siding finish to match existing". We paid for tyvek or house wrap, which is the cheapest or one of the cheapest parts of the wall system, which is what is installed in the rest of the house. Stucco is much more expensive; about 5x to 10x more expensive than tyvek.

When we were ready to apply for a loan, the bank sent us two contractors to give us an estimate (both companies knew they were installing tyvek).

The company we chose, MY Home's Evolution, asked us to get another framing inspection before they started work because they noticed some errors.

We were surprised by the result since we thought based on what Mr. Anthony told us, that he had already corrected the "few" mistakes. The framing inspection failed again. It was way more than just some loose nails.

MY Home's Evolution Company asked us to hire a contractor just to fix the framing; and after that they would continue and finish the work.

After learning of the inspection failure, Bruce contacted Mr. Anthony over the phone, but he never answered the phone calls or the text messages, so he wrote him a certified letter explaining the situation. Mr. Anthony signed the receipt of the letter.

Bedolla Construction fixed the framing errors.

Spizze Construction must pay what we had to pay for the correction of his errors, plus the court fees.