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VIA ELECTRONIC MAIL

[Recipient — Angi Inc. / HomeAdvisor, Attn: Trust & Safety / Online Reputation Team]

**Re: Demand for Removal of False, Defamatory, and Policy-Violating
Online Reviews posted by Joseph J. Shields IV and the associated,
induced, and alias accounts he controls**

**Basis: Final Award of Arbitrator, American Arbitration Association Case
No. 01-25-0004-8668 (June 1, 2026)**

Dear all:

This firm represents Lotus Building Group, LLC (“Lotus”), a licensed Tennessee general contractor. We write to demand the prompt removal of a coordinated series of false, defamatory, and policy-violating reviews concerning Lotus that were authored, induced, or orchestrated by Joseph J. Shields IV and posted on your platform through accounts that Mr. Shields controls or directed. *As set out below, a neutral arbitrator—after a three-day evidentiary hearing—has formally adjudicated these reviews to be defamatory and has found that the accusations they*

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contain are wholly unsupported by the evidence. The reviews also independently violate your platform's content policies governing review authenticity and manipulation.

Background

Lotus served as general contractor for the substantial renovation of Mr. Shields's short-term-rental property at 116 South 11th Street, Nashville, Tennessee (the "Project"), under a written cost-plus construction contract. Lotus completed the Project and obtained a certificate of occupancy, and Mr. Shields proceeded to rent the property to paying guests (it is presently advertised at nearly \$2,000 per night). Despite receiving the full benefit of Lotus' work, Mr. Shields refused to pay in excess of \$400,000 in amounts he owed. To pressure Lotus into abandoning its claim, Mr. Shields launched a coordinated online campaign falsely accusing Lotus of fraud, fraudulent billing, and defective workmanship across multiple review platforms, including yours.

The Arbitral Adjudication

The parties' dispute was submitted to binding arbitration before the American Arbitration Association under its Construction Industry Arbitration Rules. Following an evidentiary hearing held March 23–25, 2026, the Arbitrator, David K. Taylor, Esq., issued a Final Award dated June 1, 2026 (the "Award," a copy of which is enclosed). The Award makes findings directly relevant to your evaluation of this demand:

- The Arbitrator found, "as a matter of fact and law," that Mr. Shields defamed Lotus and violated the Tennessee Consumer Protection Act through his social-media and online-review campaign, and that the campaign was "completely unjustified" and undertaken to improperly pressure Lotus to settle.
- The Arbitrator found that Lotus established, by clear and convincing evidence, that it properly incurred and performed the work reflected in its invoices, and that there was a "complete lack of proof" supporting Mr. Shields's accusations of fraudulent billing.
- The Arbitrator rejected Mr. Shields's repair and defect claims in their entirety.
- The Arbitrator awarded Lotus \$398,859.66 and dismissed all of Mr. Shields's claims with zero recovery.

In short, an independent decision-maker—after hearing sworn testimony and reviewing the full documentary record—has determined that the factual accusations in Mr. Shields's reviews are false.

The Reviews Violate Your Content Policies

Independent of the defamation adjudication, the reviews violate your platform's authenticity and anti-manipulation policies. The arbitration confirmed that Mr. Shields engaged in coordinated review manipulation, including:

- posting multiple reviews under several accounts he controls, including "Joe Shields," "Joseph," and "Sunny Modern Living" (the name of one of his own rental properties);
- posting at least one review under an admitted false identity—on Google, under the name "Allan Hurns," in which he expressly stated that he was "posting this under an alias";
- recruiting and inducing third parties who were never customers of Lotus—including a friend, his ex-girlfriend, and others—to post duplicative negative reviews;
- padding a throwaway account with reviews of roughly twenty unrelated businesses in the hours before posting, in an apparent effort to evade automated detection; and
- posting not as a bona fide consumer, but as a non-paying adverse party using your platform as leverage in a commercial dispute (Mr. Shields even posted a fabricated five-star review of his own property).

This conduct violates Angi's Community Guidelines, which prohibit self-reviews, reviews by persons who were not party to the underlying transaction, anonymous reviews, and defamatory content.

These are precisely the categories of review manipulation your guidelines prohibit. Notably, Google has already removed Mr. Shields's duplicative reviews after determining that they violated its terms of use.

The Statements Are False, Not Protected Opinion

The reviews do not express protected opinion. They assert specific, provably false statements of fact that the Arbitrator found unsupported:

- **Fraud and billing.** Claims of "fraudulent billing," "fraudulent timesheet entries," "double-billing," and billing for work or materials never provided. The Arbitrator found a "complete lack of proof" of fraudulent billing and found that Lotus proved its costs by clear and convincing evidence.
- **Workmanship and damage.** Claims of "structural failures," "poor craftsmanship," and "severe property damage." The Arbitrator rejected the defect and repair claims in full. Mr. Shields has separately admitted—publicly, on the Better Business Bureau page for his rental business—that property damage he attributed to the construction was in fact caused by his own renters.

- **Abandonment.** Claims that Lotus “abandoned the project unfinished.” The Arbitrator found that Lotus achieved substantial completion (evidenced by the certificate of occupancy) and that Lotus’s termination of the contract for Mr. Shields’s nonpayment was “more than justified.”
- **Surprise charges and concealment.** Claims that Lotus “suddenly added over \$500k in charges with no warning” and concealed permit or inspection failures. These assertions are contradicted by the record, including the cost-plus structure of the contract and Mr. Shields’s continuous, real-time access to Lotus’s project-management software—with itemized invoices, receipts, and daily photo logs—throughout the Project.

Demand

On behalf of Lotus, we demand that your platform, within ten (10) business days of the date of this letter:

1. remove the identified reviews and any related comments, ratings, replies, or republications posted by Mr. Shields or by the accounts and individuals he controls or directed, specifically including:
<https://www.homeadvisor.com/rated.LOTUSBUILDINGGROUPLLC.111211027.html>

Reviews From: Joe S. (multiple)
Review From: Armand F.

2. confirm in writing to the undersigned that the content has been removed; and
3. preserve all records associated with the identified accounts and reviews—including account-registration data, IP-address logs, device identifiers, and related metadata—pending potential further legal proceedings to identify the responsible parties.

Reservation of Rights

Lotus reserves all rights and remedies. The enclosed Award is subject to confirmation as an enforceable judgment under the Federal Arbitration Act and the Tennessee Uniform Arbitration Act, and the Arbitrator expressly awarded Lotus its reasonable attorneys’ fees and post-award interest for any post-award proceedings required to enforce its rights. Should your platform decline to act on this demand, Lotus is prepared to seek confirmation of the Award and a judicial order requiring Mr. Shields to remove the adjudicated-defamatory content, and to pursue all available relief against the responsible parties.

Given the formal arbitral findings and the clear policy violations described above, we trust that removal can be accomplished promptly and without the need for further proceedings. Please direct any questions, or your written confirmation, to the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Johnson", with a long horizontal flourish extending to the right.

Michael A. Johnson

Enclosures (*Arbitration Demand and Final Award*)