

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

STATE OF WEST VIRGINIA ex rel.  
PATRICK MORRISEY, ATTORNEY GENERAL,

Plaintiff,

v.

CHAD AKERS d/b/a  
XPERT TILE AND HARDWOOD INSTALLATION,

Defendant.

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CATHY S. GATSON, CLERK  
KANAWHA COUNTY CIRCUIT COURT

Civil Action No. 18-C-1253  
Judge KAUFMAN

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COMPLAINT FOR INJUNCTION, CONSUMER  
RESTITUTION, DISGORGEMENT, CIVIL PENALTIES,  
AND OTHER APPROPRIATE RELIEF

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Plaintiff, the State of West Virginia ex rel. Patrick Morrissey, Attorney General ("the State" or "Attorney General"), files this Complaint asking the court to temporarily and permanently enjoin the above-named Defendant, Chad Akers d/b/a Xpert Tile and Hardwood Installation ("Akers" or "Defendant"), from violating the West Virginia Consumer Credit and Protection Act ("WVCCPA"), W. Va. Code §§ 46A-1-101 *et seq.*, and other applicable consumer protection laws and regulations, and to enter a final order awarding the State all other appropriate relief as authorized by W. Va. Code § 46A-7-108.

**I. PARTIES**

1. Plaintiff Patrick Morrissey is the Attorney General of the State of West Virginia and is empowered to enforce the provisions of the WVCCPA, W. Va. Code §§ 46A-1-101 *et seq.*, including the provisions that govern home improvement contracting services.

2. Defendant Chad Akers is believed to operate his home improvement contracting business from his residence, which is located at 4253 Mount Union Road, Fraziers Bottom, Putnam County, West Virginia 25082.

## **II. JURISDICTION AND VENUE**

3. This court has jurisdiction to hear this matter pursuant to Article VIII, Section 6 of the West Virginia Constitution. W. Va. Code § 51-2-2, and W. Va. Code § 53-5-3.

4. Venue is proper in this court pursuant to W. Va. Code § 46A-7-114 and W. Va. Code § 56-1-1(a)(6).

## **III. INTRODUCTION**

5. In at least four instances, Akers entered into contracts to provide home improvement services to residents of Kanawha County and other counties as explained further herein below.

6. In all instances, Akers failed to use a proper written contract and failed to provide the consumers with notice of the unconditional three-day right to cancel as required by state and federal law.

7. In all instances, Akers failed to perform the work in accordance with the terms of the contract, the work he did perform was substandard, and he failed to take subsequent corrective actions. As a result, the consumers incurred additional expenses to hire other parties to redo, repair, or complete the work done by Akers.

8. Two of the consumers filed formal complaints with the Attorney General's Consumer Protection Division, which were submitted to Akers for a response, but Akers failed to reply orally or in writing to the complaints.

9. As a result of the actions of Akers, including his failure to respond to complaints, the Attorney General opened a formal investigation of Akers.

10. Upon completion of the investigation, the Attorney General conveyed the concerns of his office to Akers and attempted to secure compliance without the necessity of litigation. Akers again failed to respond, which led to the filing of this lawsuit.

11. The Attorney General also received two complaints referred from the Better Business Bureau (“BBB”) against Akers.

#### **IV. BACKGROUND AND APPLICABLE LAW**

12. The WVCCPA defines the term “sale” as including “any sale, offer for sale, or attempt to sell any goods for cash or credit **or any services or offer for services** for cash or credit,” W. Va. Code §46A-6-102(d) (emphasis added).

13. The WVCCPA defines the terms “trade” or “commerce” as meaning “the advertising, offering for sale, sale or distribution of any goods **or services** and shall include any trade or commerce, directly or indirectly, affecting the people of the State,” W. Va. Code §46A-6-102(e) (emphasis added).

14. Akers engaged in the business of flooring installation, including the installation of ceramic/porcelain tile, vinyl composition tile, laminate, carpet tile, and hardwood flooring at the homes of consumers in West Virginia. As such, Akers engaged in the business of “contracting” as defined by the West Virginia Contractor Licensing Act (“WVCLA”), W. Va. Code § 21-11-3, and the West Virginia Contractor Licensing Board’s (“Board”) Legislative Rule, 28 C.S.R. § 2-3.9.

15. The business activity of Akers arising from the sale and provision of home improvement contracting services to consumers is subject to the provisions set forth in the WVCCPA, which is regulated and enforced by the Attorney General pursuant to W. Va. Code §§ 46A-7-101 *et seq.*

16. The WVCLA provides that no person may engage in any act as a “contractor” without a license from the West Virginia Contractor Licensing Board, W.Va. Code § 21-11-6(a).

17. The transactions entered into by Akers also constitute “home improvement” transactions as defined by the Attorney General’s Legislative Rule Governing Prevention of Unfair or Deceptive Acts or Practices in Home Improvement and Home Construction Transactions (“Home Improvement Rule”), 142 C.S.R. § 5 and, as such, are subject to the provisions therein.

18. Violations of the Home Improvement Rule constitute violations of the WVCCPA, 142 C.S.R. § 5-1.7, and, as such, are subject to civil penalties of up to \$5,000.00 for each such violation, W. Va. Code § 46A-7-111(2).

19. Akers’ sales of home improvement contracting services to consumers at their homes are memorialized by contracts or agreements entered into with consumers at their homes and by cancelled checks constituting proof of payment for services.

20. The sale of goods or services to consumers at their homes constitutes "door-to-door sales" as defined by the Federal Trade Commission Rule Concerning Cooling-Off Period For Sales Made At Homes Or At Certain Other Locations ("FTC Rule"), 16 C.F.R. § 429.0(a). In such sales, the seller is required to furnish the consumer with notice of the buyer's right to cancel as well as a notice of cancellation in the manner and form prescribed by the FTC Rule.

21. The WVCCPA provides that “[U]nfair methods of competition and unfair or deceptive act or practices in the conduct of any trade or commerce are hereby declared unlawful," W. Va. Code § 46A-6-104.

22. The WVCCPA specifies that the term "unfair methods of competition and unfair or deceptive acts or practices" means and includes, **but is not limited to**, certain conduct including the following:

The act, use or employment by any person of any deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any goods or services, whether or not any person has in fact been misled, deceived or damaged thereby;

*See* W. Va. Code § 46A-6-102(f)(13).

23. The FTC Rule provides that failure to furnish consumers with proper notice of the buyer's right to cancel as well as a notice of cancellation in the manner and form prescribed by the FTC Rule is an unfair or deceptive act or practice, 16 C.F.R. § 429.1. As such, failure to comply with the FTC Rule violates W. Va. Code § 46A-6-104.

24. Violation of the FTC Rule, engaging in the sale of home improvement contracting services without a license, and the violation of any state or federal law or regulation intended to protect the public and foster fair and honest competition is an unfair or deceptive act or practice as defined by the WVCCPA, W. Va. Code § 46A-6-104.

25. Repeated and willful violations of the WVCCPA may subject the violator to a civil penalty of up to \$5,000.00 for each violation, in accordance with W. Va. Code § 46A-7-111(2).

## **V. STATEMENT OF FACTS**

26. Akers represented to the public that he was engaged in the business of flooring installation, including the installation of ceramic/porcelain tile, vinyl composition tile, laminate, carpet tile, and hardwood flooring.

27. In response to Akers' solicitation for the sale of his services, at least four West Virginia residents hired Akers to perform flooring installation services at their homes. In both instances, Akers failed to use proper written contracts and failed to furnish the consumers with notice of the unconditional three-day right to cancel as required by state and

federal law. Akers also failed to perform the work in accordance with the terms of the contract and the work he did perform was substandard and incomplete. As a result, the consumers filed complaints with the Attorney General.

28. A summary of the complaints follows to illustrate the unlawful practices of Akers.

### **Summary of Consumer Complaints**

#### *Complaint of Matthew Durrett*

29. Matthew T. Durrett of St. Albans, Kanawha County, West Virginia, filed a complaint against Akers with the Attorney General on July 25, 2017.

30. In his complaint, Mr. Durrett reported that he entered into a written contract with Akers on October 23, 2016, to install a shower, to install tile on his bathroom floor, and to hang drywall for the total cost of \$3,275.00. A copy of the written contract is attached hereto as Exhibit 1 and incorporated by reference herein.

31. Mr. Durrett reports that Akers failed to perform the work in accordance with the terms of his contract and that the work that Akers did perform was substandard and incomplete.

32. Akers attempted to remediate the problem in response to Mr. Durrett's concerns, but his efforts were insufficient, which led to the filing of the complaint with the Attorney General.

33. In support of his complaint, Mr. Durrett submitted an independent assessment from The Bath Renovators of Charleston, West Virginia, which confirmed the substandard nature of Akers' work and estimated it would cost \$1,115.40 to repair, redo, or complete the work performed by Akers. A copy of the estimate is attached hereto as Exhibit 2 and incorporated by reference herein.

34. Akers never provided Mr. Durrett with notice of the three-day right to cancel orally or in writing.

*Complaint of Haley Williams*

35. Haley Williams of Saint Albans, Kanawha County, West Virginia filed a complaint with the Attorney General against Akers on August 4, 2017.

36. In her complaint, she reports that she and her husband, Chris Williams, entered into a contract with Akers to perform a variety of home improvement services, including tub replacement, tiled tub surround, bathroom floor covering installation, backsplash installation, tile and drywall, and plumbing and electrical services for the total cost of \$2,565.54. A copy of the written contract is attached hereto as Exhibit 3 and incorporated by reference herein.

37. She reports that Akers failed to perform the work in accordance with the terms of the contract and that the work that Akers did perform was substandard and incomplete.

38. Although Akers promised to return to remediate the problem, he did not do so, which caused Ms. Williams to incur additional expense to repair, redo, and complete the work of Akers and also resulted in the filing of a complaint with the Attorney General.

39. Akers never provided Ms. Williams with notice of the three-day right to cancel orally or in writing.

*Complaint of Velma Wine*

40. Velma Wine, now age 85, of Leon, Mason County, West Virginia, filed a complaint with the BBB against Akers on June 24, 2016.

41. In her complaint, she reports that she hired Akers on April 8, 2016, to remove the existing carpet and install hardwood flooring in her kitchen. A copy of Akers' estimate, which served as the contract, is attached hereto as Exhibit 4 and incorporated by reference herein.



42. She reports that Akers' work was substandard. Specifically, there were nails in over 75% of the planks, which voided the factory warranty; the planks were not locked in place correctly, which created an uneven and dangerous walking surface; there was glue, wood putty, or caulking between some planks and around cabinets; and the transitions from that room to others were installed incorrectly, with nails in both the existing and new laminate surfaces.

43. Akers also pulled out the refrigerator without unplugging it or disconnecting the water line, which damaged the wall plug and caused \$200.00 damage to her refrigerator.

44. She tried to contact Akers to report these concerns within one week after the work was done, but Akers never returned to redo or repair the work.

45. Akers never provided Ms. Wine with notice of the three-day right to cancel orally or in writing.

46. Although she was dissatisfied with the work, Ms. Wine paid \$600.00 to Akers. A copy of her cancelled check is attached hereto as Exhibit 5 and incorporated by reference herein.

#### *Complaint of Craig and Cindy Mays*

47. Craig and Cindy Mays of Milton, Cabell County, West Virginia, filed a complaint with the BBB against Akers on January 18, 2017.

48. In their complaint, they report that they hired Akers to install tile and to make other improvements to their bathroom for \$4,000.00.

49. They report that Akers' work was substandard and unfinished and that Mr. Akers never returned to redo or complete the work despite their repeated requests.

50. Akers never provided the complainants with notice of their three-day right to cancel orally or in writing.



## VI. THE ATTORNEY GENERAL'S ENFORCEMENT POWERS

51. West Virginia Code §§ 46A-7-101, *et seq.* authorizes the Attorney General to enforce the WVCCPA. In order to meet this obligation, the Legislature authorized the Attorney General to conduct formal investigations, W. Va. Code § 46A-7-104, and to bring a civil action for an injunction and “other appropriate relief,” W. Va. Code § 46A-7-108. The term “other appropriate relief” means the Legislature intended that the “full array of equitable relief” be available in suits brought by the Attorney General to enforce the WVCCPA. *State ex rel. McGraw v. Imperial Marketing*, 203 W.Va. 203, 506 S.E. 2d 799 (1998). Thus, such relief may include consumer refunds, disgorgement, and debt cancellation. *Id.*

52. A circuit court is authorized by its power to grant equitable relief and by statute to award attorney's fees to the State for the successful prosecution of an enforcement action under the WVCCPA. See *CashCall, Inc., et al v. Morrissey*, No. 12-1274 (W.Va. Supreme Court, May 30, 2014) (memorandum decision) at 27-28 (award of \$446,180 in attorney's fees to the State unanimously affirmed).

53. In addition, W. Va. Code § 46A-7-111(2) provides that the Attorney General may recover a civil penalty of up to \$5,000.00 for each violation of the WVCCPA “if the court finds that the defendant has engaged in a course of repeated and willful violations of this chapter.” The term “willful” means “conduct that was intentionally engaged in [as opposed to involuntarily] that had as its consequences the violation of law.” *State v. Saunders*, 638 S.E.2d 173, 174 (W. Va. 2006).

54. In addition to the Attorney General's statutory powers under the WVCCPA, the U.S. Supreme Court has recognized that a state has the common law power and duty under a legal doctrine known as *parens patriae* (“parent of the country”) to protect the “health and well-

being – both physical **and economic** – of its residents in general.” *Alfred L. Snapp & Son, Inc. v. Puerto Rico ex rel. Barez*, 458 U.S. 592, 600 (1982) (emphasis added).

55. The Attorney General’s common law power to protect West Virginia citizens has been affirmed by federal courts and by the West Virginia Supreme Court. See *State ex rel. McGraw v. CVS Pharmacy, Inc.*, 646 F. 3d 169, 179 (4<sup>th</sup> Cir. 2011) and *State ex rel. Discover Financial Services, Inc. v. Nibert*, 744 S.E. 2d 625, 649 (W.Va. 2013) (the Attorney General retains “inherent common law powers, when not expressly restricted or limited by statute”).

## VII. CLAIMS FOR RELIEF

### FIRST CAUSE OF ACTION

#### (Failure to Furnish Proper Notice of the Three-Day Right to Cancel)

56. The State reasserts each and every allegation hereinabove in this Complaint as if set forth fully herein.

57. The FTC Rule governing the three-day right to cancel contains two critical components; first, the seller must furnish the consumer with a fully completed receipt or copy of any contract pertaining to the sale at the time it is signed. The contract must contain the following statement in a minimum size of ten points in immediate proximity to the space reserved for the buyer’s signature:

You, the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. **See the attached “Notice of Cancellation Form” for explanation of this right.**

*See* 15 C.F.R. § 429.1 (emphasis added).

58. The second critical component pertains to the “Notice of Cancellation Form” that is referenced in the statement advising the buyer of the right to cancel. The notice of cancellation must be attached in duplicate and contains a further explanation of the parties’ respective rights and obligations under the right to cancel, including the name and address of the

seller and the last date by which the consumer may unconditionally cancel the sale. The notice of cancellation is designed so that the consumer who wishes to cancel need only sign and date one copy of the notice and place it in the mail to the seller at the address listed. The second copy of the notice is retained by the consumer.

59. In those instances where Akers issued written contracts, he failed to furnish consumers with the Buyer's Right To Cancel or an attached Notice of Cancellation Form as required by the FTC Rule, 16 C.F.R. § 429.1(b).

60. A seller that fails to furnish consumers with notice of the three-day right to cancel in the manner and form required by the FTC Rule has engaged in an unfair or deceptive act or practice, 16 C.F.R. § 429.1. As such, any violation of the FTC rule is an unfair or deceptive act or practice in violation of the WVCCPA, W.Va. § 46A-6-104.

61. Akers engaged in an unfair or deceptive act or practice in violation of W.Va. § 46A-6-104 **in each instance** when he entered into a contract or agreement, orally or in writing, with consumers for the sale or provision of home improvement contracting services without providing them with notice of the three-day right to cancel in the manner and form required by the FTC Rule.

**SECOND CAUSE OF ACTION**  
**(Failure to Begin or Complete Work by Date Promised)**

62. The State reasserts each and every allegation hereinabove in this Complaint as if set forth fully herein.

63. The Home Improvement Rule requires home improvement contractors to complete work by the date stated in the contract unless completion is delayed by events beyond the contractors' control or the buyer has agreed in writing to a later date, 142 C.S.R. 5-3.1.12.

64. Any violation of the Home Improvement Rule is an unfair or deceptive act or practice, 142 C.S.R. § 5-1-7, in violation of W.Va. § 46A-6-104.

65. Akers engaged in an unfair or deceptive act or practice in violation of W.Va. § 46A-6-104 **in each instance** when he failed to include an approximate completion date in the contract and when he failed to complete the work in an appropriate manner by a reasonable date even when no completion date was included in the contract.

**THIRD CAUSE OF ACTION**  
**(Failure to Substantially Perform the Home Improvement Contract)**

66. The State reasserts each and every allegation hereinabove in this Complaint as if set forth fully herein.

67. The Home Improvement Rule requires that the contractor substantially perform the work in a sufficient manner in accordance with the terms of the contract, 142 C.S.R. § 5-3.1.8.

68. Any violation of the Home Improvement Rule is an unfair or deceptive act or practice, 142 C.S.R. § 5-1-7, in violation of W.Va. Code § 46A-6-104.

69. Akers engaged in an unfair or deceptive act or practices in violation of W.Va. Code § 46A-6-104 **in each instance** when he failed to substantially perform a home improvement contract in a sufficient quality and standard in accordance with the terms of the contract.

**VIII. PRAYER**

WHEREFORE, the State respectfully prays that the court enter a final order:

(a) finding that Akers has violated the WVCCPA as alleged herein and permanently enjoining Akers from violating the WVCCPA and from engaging, directly or indirectly, in the activity of providing home contracting services as the owner of a business, or as an employee, agent, subcontractor, or in any manner whatsoever.

(b) finding that Akers has engaged in a course of repeated and willful violations of the WVCCPA as alleged in the causes of action set forth herein above and requiring Akers to pay a civil penalty of up to \$5,000.00 to the State for each and every such violation as authorized by W. Va. Code § 46A-7-111(2);

(c) awarding the State a judgment in the amount representing all payments made to Akers pursuant to home improvement service contracts that were not performed in accordance with applicable law, as well as all additional amounts that consumers were required to pay to other contractors to repair, redo, or complete the work performed by Akers.

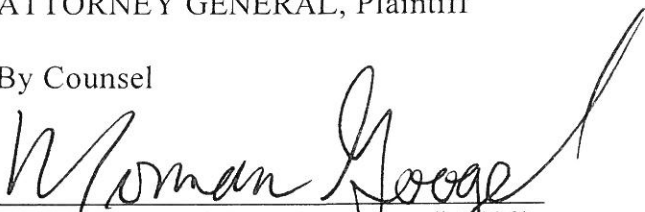
(d) requiring that Akers reimburse the State for all its attorney's fees and costs expended in connection with the investigation and litigation of this matter as authorized by W. Va. Code § 46A-7-108; and

(e) awarding the State such other and further equitable relief as may be necessary to secure complete justice in this matter.

Respectfully submitted,

STATE OF WEST VIRGINIA ex rel.  
PATRICK MORRISEY,  
ATTORNEY GENERAL, Plaintiff

By Counsel



Norman Googel (WV State Bar # 1438)  
Senior Assistant Attorney General  
Consumer Protection/Antitrust Division  
Post Office Box 1789  
Charleston, West Virginia 25326-1789  
Phone: (304) 558-8986 Fax: (304) 558-0184  
Email: Norman.A.Googel@wvago.gov

# ESTIMATE



**Matt Durrett**  
GRANDVIEW DR, St. Albans, WV  
(304) 610-8191

## Xpert Tile and Hardwood Installation

4253 Mt. Union Rd.  
Fraziers Bottom, WV 25082

Phone: (304) 932-5248  
Email: tilexpert77@gmail.com  
Web: www.xperttileandhardwoodinstallation.com

Estimate # 000066  
Date 10/23/2016  
Business / Tax # CONTRACTORS LICENSE #:WV054360

Description	Total
<b>Shower Installation</b>	\$1,850.00
<p>(1)Install new sub floor in the shower base along with a shower curb made from treated 2 by 4's (2)Install a new drain made especially for a tiled shower base using a pan liner. (3)Pour a concrete mortar base over the new sub floor with a slope of 4% or 1/2" per foot to the drain. (4)Install a 40 mil PVC Oatey shower pan liner. (5)Install another layer of mortar over the pan liner with a 4% or 1/2" per foot slope. (6)Install two studs in side wall opposite of the plumbing wall.Also install framing for a custom Niche. (7)Manipulate existing plumbing to accommodate the new shower fixture.Raise showerhead approx. 6" (8)Install 1/2" Underlayment on the shower walls.We can use Hardie Board or Durock brand.(Durock is a little cheaper) (9)Install a 12" by 12" tile on the shower walls and ceiling. I recommend using a flexible Mosaic Tile on the shower base floor in order to create a consistent 1/2" per foot slope to the drain. We will also need some bull nose trim pieces to trim out the edges of the Niche and to trim out the tile edge from the ceiling to the floor. We will also install the same 12" wall tile on the ceiling. (10)Grout all of the installed tile. (11)Install the new fixture and shower head.</p>	
<b>Sub Floor Installation</b>	\$225.00
<p>We will install 90 sq ft (3 sheets) of 23/32" Tongue and Groove Premium Sub Flooring. These are 4' by 8' sheets. We will also glue each piece before we screw it down.This creates a tight bond which will produce a sub floor suitable for a tiled floor covering.</p>	
<b>Toilet</b>	\$200.00
<p>We will move the toilet flange out from the wall to accommodate a new toilet and prevent it from being to close to the wall.</p>	
<b>Bathroom Floor Covering</b>	\$625.00



We will install 1/2" Underlayment over the new sub floor. We will install 90 sq ft of 12" by 24" tile on the floor of the bathroom and closet. We will then grout the new floor tile.

Drywall Installation

\$375.00

This price includes the drywall installation in the bathroom. (Doesn't include finishing)

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**Subtotal**

\$3,275.00

**Total**

**\$3,275.00**

**Notes:**

Materials: (Durock)-12 sheets  
(Sub Floor)- 23/32" 3 sheets  
(Wall & Ceiling Tile)- 110 sq ft  
of 12" by 12" tile  
(Mosaic Tile) 15 sq ft  
(Bullnose Tile) 20 pieces  
(PVC Liner) 6 by 4 ft  
(Floor Tile) 98 sq ft of 12" by  
24" Tile  
(Thinset) One 3 gal. bucket of  
pre mixed thinset.  
(Thinset) One bag of thinset.  
(Grout) 1 bag for each color  
(Toilet) 1 flange, 1 wax ring

This is a list of materials needed for your job. I can meet you and haul all the material home for you. What I usually do on payment for a job this size is charge 10% up front, 45% halfway and 45% when finished. The 10% is for saw blades and other small tools required on the job. Thank You, Chad Akers

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Chad Akers

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Matt Durrett



**-THE BATH RENOVATORS-**

#WV 046240

152 Sunnyvale Drive  
Charleston, WV 25302  
304.421.0084

**Job Invoice**

Name	Matt Durrett	Date	12-20-17
Address	756 GRANDVIEW AVE		
City, State, Zip	ST. ALBANS, WV		
Phone Number	304-610-8191		

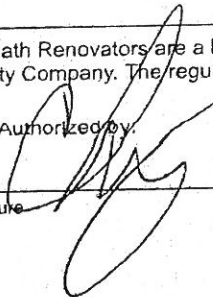
DESCRIPTION OF WORK
10 ft <sup>2</sup> OF SHOWER FLOOR
84 ft <sup>2</sup> OF FLOOR TILE
REMOVE ALL SHOWER FLOOR TILE & REPLACE
REMOVE ALL FLOOR TILE & REPLACE
\$190 TO REMOVE ALL TILE
\$400 TO REPLACE ALL TILE

MATERIAL	
Date	Amount
Tile	\$400
Glue/Thinset	\$50
SCREWS	\$10
Grout/caulk	\$30
<b>Total</b>	<b>\$490</b>

LABOR CHARGES			
Date	Hours	Rate	Amount
Total Labor			590
Total Materials			490
Tax 6%			35.40
<b>TOTAL</b>			<b>1,115.40</b>

The Bath Renovators are a licenced and insured Limited Liability Company. The regular hourly rate of service is \$45/hr.

Work Authorized by:

Signature:  Date: 12-20-17

*Thank You*

INVOICE



Chris Williams  
629 Carroll St.  
St. Albans, WV

(304) 553-5591

**Xpert Tile and Hardwood Installation**  
4253 Mt. Union Rd.  
Fraziers Bottom, WV 25082

Phone: (304) 932-5248  
Email: [tilexpert77@gmail.com](mailto:tilexpert77@gmail.com)  
Web: [xperttileandhardwoodinstallation@facebook.com](http://xperttileandhardwoodinstallation@facebook.com)

Payment Terms: Due upon receipt  
Invoice #: 000047  
Date: 12/11/2016  
Business / Tax #: CONTRACTORS LICENSE #: WV054360

Description	Total
<b>Tub Replacement</b> Labor to remove old tub and all accessories.	\$300.00
<b>Tiled Tub Surround</b> Labor to install new subway tile around the new tub. This area is 70 sq ft. This includes the installation of a recessed Niche.	\$750.00
<b>Bathroom Floor Covering Installation</b> Labor to install stick down plank flooring on the bathroom floor. This includes prepping the existing floor to make it suitable for the glue to create a tight bond.	\$225.00
<b>Backsplash Installation</b> Install tile on the bathroom backsplash along with a mirror and overhead light bar.	\$275.00
<b>Tile and Drywall</b> Remove tile on walls and replace with drywall. Finish drywall in order to paint.	\$240.00
<b>Plumbing</b> Labor to install new plumbing fixtures and drain for the tub. Center toilet between wall and vanity. (If existing framing allows for it) Install a new offset toilet flange and wax ring.	\$215.00
<b>Electrical</b> Run wires for new light and lower switch on vanity wall.	\$75.00

**EXHIBIT**  
**3**



**Out of Pocket Materials**

**\$325.54**

Home Depot, B4 Lumber, Hajoca and materials that I supplied. Materials that I had in stock are as follows: Antique White egg shell paint(15.00), white shoe mold (free) white baseboard (10.00), red water repellent (free), Finishing nails(free).

As of 12/24/16 the store receipts total: 300.54.

Material provided by me: 25.00

Material Total: 325.54

<b>Subtotal</b>	<b>\$2,565.54</b>
<b>Total</b>	<b>\$2,565.54</b>

**Summary**

12/11/2016 - Check Payment	\$336.00
<b>Paid</b>	<b>\$336.00</b>
<b>Amount Due</b>	<b>\$2,229.54</b>

**Notes:**

This is a revised estimate that includes the floor covering installation downstairs. The difference in the price of installing the vinyl planks instead of ceramic tile on the floors is around 300.00, 140.00 in labor and 160.00 in material. That definitely saved some money!

I also forgot to mention to you that when I start a job I usually get a draw of 15% of the total job to purchase diamond tip wet saw blades and any other blades/tools that I need to do the job. I also use this 15% draw to purchase any extra materials or materials that we may have forgot to pick up. Of course any tools, blades or equipment, I pay for. I always have to make two or three trips to Home Depot during all jobs to pick up materials that slipped through the cracks when we went together. I keep the receipts in a folder and turn them in to you at the completion of your project. I also provide a printed invoice, in which I sign and date, with the 15% draw subtracted from the total price. Matt just wrote me out a 500.00 draw check at the beginning of his job but that is way more of a draw than I need for your project.

If things go as planned and I don't hit any huge obstacles, your project should be done in about 7 or 8 working days.

I have drywall mud and drywall tape left over from other jobs so that will save you around 100.00. I have a full bag of tile mortar left over that I'll bring with me also. I try to save as much material as I can because 50.00 here and 100.00 there adds up. Sometimes it takes a little extra time for me to mess with left over materials but I honestly try to help everyone get the highest quality of materials and labor for a price that stays at or below the budget that they set. Thanks!!!!

ESTIMATE

Mae Wine (Attn. Barb)

(304) 389-4848



**Xpert Tile**  
and Hardwood Installation

**Xpert Tile and Hardwood Installation**

4253 Mt. Union Rd.  
Fraziers Bottom, WV 25082

Phone: (304) 932-5248  
Email: tilexpert77@gmail.com  
Web: www.xperttileandhardwoodinstallation.com

Estimate # 000043  
Date 04/08/2016  
Business / TAX #: 2321-4720  
Tax # CONTRACTORS LICENSE  
#:WV054360

Description	Total
Demo Remove existing carpet and haul off all debris.	\$75.00
Laminate Flooring Install approximately 216 sq ft of laminate flooring in the kitchen.	\$432.00

<b>Subtotal</b>	\$507.00
<b>Total</b>	<b>\$507.00</b>



VELMA M WINE 1794  
28 WALKER RIDGE RD  
LEON, WV 25123-3324

5372 68-399211

*April 24 2016*

*Pay to the order of Chad Allen*

*Six thousand* \$600.00

*1000 Dollars*

*Velma M Wine*

BRISTOL BANK

BRISTOL BANK AND TRUST COMPANY  
1000 BRISTOL ST  
LEON, WV 25123-3324

*Chad Allen*

CHECK#: 5372 \$600.00

*Chad Allen*

2722539 201142 002 00002 10136 04/26/16  
R00000327004802 USCHK

600.00

CHECK#: 5372 \$600.00

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EXHIBIT  
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