

IN THE CIRCUIT COURT OF OHIO COUNTY, WEST VIRGINIA

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

Plaintiff,

v.

Civil Action No. 18-C-274
(1095)

ADAM PARSONS d/b/a
PRECISION FENCE AND FLOORS,

Defendant.

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

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, Adam Parsons d/b/a Precision Fence and Floors ("Parsons" 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 Adam Parsons was and is engaged in the provision of home improvement contracting services, including the provision of fence and floor installation, services at all times pertinent hereto.

3. The Defendant did business as "Precision Fence and Floors" and other similar names.

4. Upon information and belief, the Defendant resides at 105 45th Street, Wheeling, Ohio County, West Virginia, which is the same address that serves as his business office.

II. JURISDICTION AND VENUE

5. 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.

6. 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

7. On September 18, 2014, the West Virginia Contractor Licensing Board issued a contractor license to Defendant Adam Parsons.

8. From May 2018 through the present, at least five consumers filed formal complaints with the Attorney General against the Defendant as explained further below.

9. In every instance, the Defendant collected thousands of dollars from consumers in down payments but never returned to begin the work.

10. In every instance, the Defendant failed to provide consumers with a three-day right to cancel as required by Federal law.

11. In every instance, the Defendant refused to refund the monies he collected as down payments after the consumers called the Defendant to cancel the unperformed contracts.

12. Defendant responded to only one of the consumer complaints received by the Attorney General.

13. Defendant failed to respond to telephone calls and letters from the Attorney General conveying concerns about his business practices.

IV. BACKGROUND AND APPLICABLE LAW

14. 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).

15. 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).

16. Defendant engaged in the business of performing fence installation and flooring installation at the homes or real property of consumers in West Virginia. As such, Defendant 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.

17. The business activity of Defendant arising from the sale and provision of home improvement contracting services to consumers, including fencing and flooring, 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.*

18. The transactions entered into by Defendant 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.

19. Violations of the Home Improvement Rule constitute violations of the WVCCPA and 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).

20. Defendant's sales of home improvement contracting services to consumers at their homes or workplaces are memorialized by contracts or agreements entered into with consumers at their homes or workplaces and by cancelled checks constituting proof of payment for services.

21. The sale of goods or services to consumers at their homes or workplaces 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.

22. 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.

23. 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).

24. 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.

25. Violation of the FTC Rule 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.

26. 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

27. The Defendant violated the WVCCPA and engaged in unfair or deceptive acts or practices by entering into contracts and soliciting substantial down payments to perform home improvement contracting services, including fence and floor installation services, without returning to do the work after accepting substantial down payments from consumers.

28. The Defendant also failed to use proper written contracts that contain the terms and conditions of the promised work and that afford consumers proper notice of the unconditional three-day right to cancel as required by state and federal law.

29. Although there is good reason to believe that Defendant has entered into many other home improvement transactions in which he violated the WVCCPA, as shall be shown through discovery, the following five consumer complaints serve to illustrate Defendant's pattern of unlawful practices.

Summary of Consumer Complaints

Complaint of Ann Schafer

30. Ann Schafer of Benwood, Marshall County, West Virginia, filed a complaint with the Attorney General on May 17, 2018, after the Defendant failed to perform any work on a home improvement services contract for which he had been paid.

31. Specifically, Ms. Schafer hired the Defendant on January 11, 2018, to replace an existing chain link fence with a vinyl privacy fence for the total cost of \$3,250.00, of which \$1,600.00 was due in advance as a down payment to be followed by the balance of \$1,650.00 upon completion of the work.

32. The Defendant provided Ms. Schafer with a written contract memorializing the work agreed to be performed and the total cost.

33. The Defendant's contract with Ms. Schafer failed to provide a completion date for the work.

34. Ms. Schafer was not provided with proper notice of the unconditional three-day right to cancel as required by state and federal law.

35. Ms. Schafer provided a check for \$1,600.00 payable to Adam Parsons on January 11, 2018. A copy of Ms. Schafer's cancelled check and a copy of the written contract signed and dated by Defendant is attached hereto as Exhibit 1 and incorporate by reference herein.

36. Despite having received a payment of \$1,600.00 from Ms. Schafer, the Defendant never returned to begin the work and did not refund the money, despite repeated telephone calls from Ms. Schafer.

37. The actions of the Defendant prompted Ms. Schafer to file a formal complaint with the Attorney General.

38. The Defendant responded to Ms. Schafer's complaint on July 17, 2018. In his response, the Defendant attributed overdue deliveries from his materials supplier as the explanation for his failure to perform the work. The Defendant apologized for the delay in fulfilling Ms. Schafer's contract and assured that the work would be completed as soon as possible.

39. Despite his assurance, the Defendant never completed the work and never refunded the down payment, despite repeated phone calls and requests for a refund from Ms. Schafer.

Complaint of Devin Lowry

40. Devin Lowry of Wheeling, Ohio County, West Virginia, filed a complaint with the Attorney General on September 10, 2018, after the Defendant failed to perform any work on a home improvement services contract for which he had been paid a significant down payment.

41. Specifically, Mr. Lowry hired the Defendant on September 27, 2017, to install a wooden privacy fence around the rear and sides of Mr. Lowry's home for a total cost of \$4,329.47, of which \$2,300.00 was due in advance and \$2,029.47 was due upon completion.

42. The Defendant provided Mr. Lowry with a written contract memorializing the work to be performed and disclosing the total cost of the work.

43. The Defendant's contract with Mr. Lowry failed to provide a completion date for the work.

44. Mr. Lowry was not provided with proper notice of the unconditional three-day right to cancel as required by state and federal law.

45. Mr. Lowry made a down payment of \$2,300.00 to "Precision Fence LLC" on September 24, 2017. Mr. Lowry's proof of payment is attached hereto as Exhibit 2 and incorporated by reference herein, along with a copy of the written contract signed and dated by Defendant.

46. Despite receiving Mr. Lowry's down payment of \$2,300.00, the Defendant never returned to begin the work and never refunded the down payment, despite repeated phone calls and requests for a refund from Mr. Lowry.

47. These actions prompted Mr. Lowry to file a complaint with the Magistrate Court of Ohio County, West Virginia.

48. At a hearing before the Magistrate Court of Ohio County, West Virginia, the Defendant admitted he had not performed the work and owed Mr. Lowry a full refund of his \$2,300.00 down payment. A copy of the Civil Judgment Order from the Magistrate Court of Ohio County is attached hereto as Exhibit 3 and incorporated herein.

49. Mr. Lowry also filed complaints against the Defendant with the Better Business Bureau and the Attorney General, to which the Defendant never responded.

Complaint of Julie Skedel

50. Julie Skedel of Wheeling, West Virginia, filed a complaint with the Attorney General on September 10, 2018, after the Defendant failed to perform home improvement services work for which he had been paid.

51. Specifically, Ms. Skedel hired the Defendant on March 5, 2018, to install a fence around Ms. Skedel's home for a total cost of \$4,735.37, of which \$2,500.00 was due in advance and \$2,235.37 was due upon completion.

52. The Defendant provided Ms. Skedel with a written contract memorializing the work to be performed and disclosing the total cost of the work.

53. The Defendant's contract with Ms. Skedel failed to provide a completion date for the work.

54. Ms. Skedel was not provided with proper notice of the unconditional three-day right to cancel as required by state and federal law.

55. The Defendant insisted that Ms. Skedel deliver a cash down payment because the Defendant's bank would no longer provide check cashing services for him. Ms. Skedel made a cash down payment of \$2,500.00 to the Defendant on March 5, 2018. The Defendant indicated that the written and signed contract would serve as Ms. Skedel's receipt. The written contract signed and dated by Ms. Skedel and the Defendant is attached hereto as Exhibit 4 and incorporated by reference herein.

56. Despite having received \$2,500.00 in advance, the Defendant never returned to begin the work and never refunded the money despite repeated telephone calls, text messages and mailed requests from Ms. Skedel.

57. The actions of the Defendant prompted Ms. Skedel to file a complaint with the Better Business Bureau and with the Attorney General, to which the Defendant never responded.

Complaint of Charles Poindexter

58. Charles Poindexter of St. Clairsville, Ohio, filed a complaint with the Attorney General on September 12, 2018, after the Defendant failed to perform home improvement services work for which he had been paid.

59. Specifically, the Defendant entered into a written contract with Mr. Poindexter to install a vinyl fence at Mr. Poindexter's home for a total cost of \$4,800.00, of which \$2,400.00 was due in advance and \$2,400.00 was due upon completion.

60. The Defendant provided Mr. Poindexter with a written contract memorializing the work to be performed and disclosing the total cost of the work. The contract was entered into at Mr. Poindexter's workplace in Wheeling, West Virginia.

61. The Defendant's contract with Mr. Poindexter failed to provide a completion date for the work.

62. Mr. Poindexter was not provided with proper notice of the unconditional three-day right to cancel as required by state and federal law.

63. Mr. Poindexter made a down payment of \$2,400.00 to Adam Parsons on March 10, 2018. Mr. Poindexter's proof of payment is attached hereto as Exhibit 5 and incorporated by reference herein, along with a copy of the written contract signed and dated by Defendant.

64. Despite having received \$2,400.00 in advance, the Defendant never returned to begin the work and never refunded the money despite repeated telephone calls and requests from Mr. Poindexter.

65. The actions of the Defendant prompted Mr. Poindexter to file a complaint with the Magistrate Court of Ohio County, West Virginia. To date, the Ohio County Sheriff's Department has been unable to locate the Defendant for service.

66. Mr. Poindexter also filed a complaint with the Attorney General, to which the Defendant never responded.

Complaint of Dawn Frederick

67. Dawn Frederick of Martins Ferry, Ohio, filed a complaint with the Attorney General on October 3, 2018, after the Defendant failed to perform home improvement services work for which he had been paid.

68. Specifically, the Defendant entered into a written contract with Ms. Frederick to install a vinyl coated chain link fence at Ms. Frederick's home for a total cost of \$4,094.13, of which \$2,400.00 was due in advance and \$1,694.13 was due upon completion.

69. The Defendant provided Ms. Frederick with a written contract memorializing the work to be performed and disclosing the total cost of the work. The contract was entered into at the Defendant's business office in Wheeling, West Virginia.

70. The Defendant's contract with Ms. Frederick failed to provide a completion date for the work.

71. The Defendant insisted that Ms. Frederick deliver a cash down payment because the Defendant's bank would no longer provide check cashing services for him. Ms. Frederick made a cash down payment of \$2,400.00 to the Defendant on March 23, 2018. The Defendant did not provide Ms. Frederick with a receipt. However, the cash deposit was discussed in a text message exchange between Ms. Frederick and the Defendant attached hereto as Exhibit 6 and incorporated by reference herein, along with a copy of the written contract signed and dated by Ms. Frederick and the Defendant.

72. Despite having received \$2,400.00 in advance, the Defendant never returned to begin the work and never refunded the money despite repeated text messages, telephone calls, and requests from Ms. Frederick.

73. The actions of the Defendant prompted Ms. Frederick to file a complaint with the Magistrate Court of Ohio County, West Virginia. The Defendant was duly served with the complaint and notice of his time within which to answer.

74. The Defendant failed to answer Ms. Frederick's complaint filed with the Magistrate Court of Ohio County, West Virginia, within the allowable time period. The Magistrate Court entered a default judgment in favor of Ms. Frederick on September 24, 2018 in the amount of \$2,400.00 plus court costs, fees, and interest. A copy of the Civil Judgment Order from the Magistrate Court of Ohio County is attached hereto as Exhibit 7 and incorporated herein.

75. Ms. Frederick also filed a complaint with the Attorney General, to which the Defendant never responded.

VI. THE ATTORNEY GENERAL'S ENFORCEMENT POWERS

76. West Virginia Code § 46A-7-102 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, debt cancellation, and such other measures as may be necessary to secure complete justice. *Id.*

77. 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).

78. 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).

79. 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).

80. 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 (4th 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)

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

82. 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).

83. 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.

84. In those instances where the Defendant issued written contracts, the contracts failed to include the Buyer's Right To Cancel or an attached Notice of Cancellation Form in duplicate as required by the FTC Rule, 16 C.F.R. § 429.1(b).

85. 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. Code § 46A-6-104.

86. The Defendant engaged in an unfair or deceptive act or practice in violation of W. Va. Code § 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)**

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

88. The Home Improvement Rule requires home improvement contractors to include an approximate date of completion in the contract and 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.

89. 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.

90. The Defendant engaged in an unfair or deceptive act or practice in violation of W. Va. Code § 46A-6-104 **in each instance** when he failed to include an approximate date of completion in the contract and when he failed to begin a home improvement project by the completion date listed in the contract.

**THIRD CAUSE OF ACTION
(Unfair or Deceptive Acts or Practices)**

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

92. As indicated by the complaints of consumers outlined above, the Defendant entered into contracts and accepted down payments from consumers on multiple occasions to

provide home improvement services without returning to do the promised work and without refunding down payments after requests from consumers.

93. Accepting money from consumers pursuant to home improvements contracts without providing the services and without refunding the payments when demanded by consumers is an unfair or deceptive act or practice, in violation of W. Va. Code § 46A-6-102(f)(13) and W. Va. Code § 46A-6-104.

94. The Defendant engaged in unfair or deceptive acts or practices in violation of W. Va. Code § 46A-6-102(f)(13) and W. Va. Code § 46A-6-104 **in each instance** when he accepted money from consumers pursuant to home improvement contracts without returning to provide the services or refunding the money.

VIII. PRAYER

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

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

(b) finding that the Defendant 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 Defendant 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) for those consumers who have not yet obtained a judgment against the Defendant, awarding the State a judgment against the Defendant in the amount representing all payments collected by the Defendant from consumers arising from home improvement

contracts in which Defendant failed to complete the work or provide any services at all and also failed to refund payments to consumers;

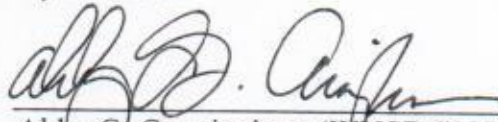
(d) requiring that the Defendant reimburse the State for all its attorney's fees and costs expended in connection with the investigation and litigation of this matter as authorized by W. Va. Code § 46A-7-108; and

(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



Abby G. Cunningham (WVSB #13388)
Assistant Attorney General
Norman Googel (WVSB # 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: Abby.G.Cunningham@wvago.gov
Norman.A.Googel@wvago.gov

Precision Fence
Wheeling, WV 26003
WV Lic #051644
304-312-6173

Job: Ann Schafer

1-11-18

48-46 Eoff St.

Wheeling, WV 26003

Beulah, WV 26003

Contract

Precision will remove existing chain link fence on side of house and haul away. We will then install approximately 96' of 6' tall vinyl privacy fence where the old fence stood. All posts will be dug at no less than 24" and set in premixed concrete. A chain link post will be set near concrete slab in back yard and chain link stretched over to enclose the yard.

Due upon signing: \$1,600.00 *PAID - 1/11/18*

Due upon completion: \$1,650.00

Total: \$3,250.00

By signing below, both Precision and homeowner agree to all terms and conditions listed above.

Precision: *Adush* Date: *1-11-18*

Homeowner: *Ann H. Schafer* Date: *1-11-18*

Check Details



DEVIN J. LOWRY 01-05
NICOLE M. LOWRY
4 JAMES CT, APT. F 740-317-7128
BUCKHANNON, WV 26201-2484

25-3
40 105

235

DATE 9-24-17

PAY TO THE ORDER OF Precision Fence LLC. \$ 2,300.00

Two thousand three hundred DOLLARS

MEMO Down Payment

Deilyn

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

1: [REDACTED]

Back

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

Deilyn
Precision Fence

Post date

EXHIBIT
2

Precision Fence
Wheeling, WV 26003
304-312-6173
WV Lic #051644

9-25-17

Devin Lowry
38 Baytree Dr.

Contract

Precision will install approximately 220' of 6' tall wooden privacy fence on the sides and rear of the house. We will start at the front right corner of the house and go towards the road 14'. We will then corner over 30' and add a 4' gate where homeowner prefers. This will then lead to a 110' run towards the pine tree in the back yard with an additional 5' by the pine tree. We will then lead back towards the house with a 60' run and corner back in 6' to enclose the yard. All posts will be dug at no less than 24" and set in premixed concrete.

Precision will call 811 at least 48 hours prior to digging.

Precision is not responsible for any unmarked lines that may be damaged.

Homeowner is responsible for having all property lines marked and making sure fence is installed within.

Homeowner is not to aid in any fence demo or building unless permitted by Precision.

Due upon signing: \$2,300.00

Due upon completion: \$2,029.47

Total: \$4,329.47

By signing below, both Precision and homeowner agree to all terms and conditions listed above.

Precision:  Date: 9-24-17

Homeowner: _____ Date: _____

IN THE MAGISTRATE COURT OF OHIO COUNTY, WEST VIRGINIA

Case ID: 18-M35C-00150 (HR)

LOWRY vs. PARSONS, et al)

CIVIL JUDGMENT ORDER

On August 14, 2018 in the above case the court granted judgment

In favor of

DEVIN J LOWRY

DEVIN J LOWRY

Against

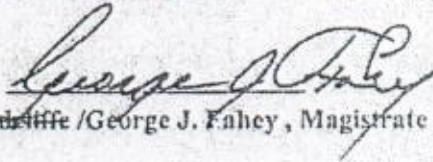
ADAM PARSONS

PERCISION FENCE

In the amount of \$2,300.00 plus court costs in the amount of \$160.00 plus interest at the rate of 4.50% per year as of the date of judgment on any unpaid balance.

Defendant agreed he owes \$2,300.00 plus court costs.

Hereby ORDERED and ADJUDGED on this the 14th day of August, 2018.



~~Harry Radcliffe~~ /George J. Fahey, Magistrate

----- CERTIFICATION BY CLERK (For Court Use Only) -----

Docket # 18-M35C-00150

_____, hereby certify the above is a true and correct record of the Judgment in this proceeding filed in my office.

Given under my hand on the _____ day of _____, 20__.

Seal

Magistrate Court Clerk

EXHIBIT
3

**EXHIBIT
4**

Precision Fence
Wheeling, WV 26003

304-12-6173

WV Lic #051644

Job: Julie Skedel

3-5-18

58 Monroe Ave.

Contract

Precision will install approximately 160' of six foot tall wood privacy fence around the perimeter of the property. Three sections at the top of the hill adding up to roughly 85' will be 4' tall galvanized chain link. All posts will be dug at no less than 24" and set in premixed concrete.

Precision will call 811 at least 48 hours prior to digging.

Precision is not responsible for any unmarked lines that may be damaged.

Homeowner is not to aid in any fence demo or construction unless permitted by Precision.

Due upon signing: \$2,500.00

Due upon completion: \$2,235.37

Total: \$4,735.37

By signing below, both Precision and homeowner agree to all terms and conditions listed above.

Precision: Aden Date: 3-5-18

Homeowner: Julie Skedel Date: 3-5-18

STATE OF MISSOURI NATIONAL AGREEMENT

CHARLES E. PORROCKTER, JR. 1 YR. PLAN
 136 WINDERMERE DR.
 ST. CLAIRSVILLE, OH 45080

5849
 87-0134

3-10-18

PAY TO THE ORDER OF ADAM HANSON \$ 2400.00

PAID TO THE ORDER OF ADAM HANSON \$ 2400.00

WEBBANCO BANK
 WHEELING, WV 26061

For Procedural Fee/Deposit CE Porrockter Jr



(DAD)
Paul Parsons
384 280 5984

Job: Chuck Polindexter
116.Windermere Dr.
St. Clairsville, Ohio

Precision Fence
Wheeling, WV 26003
804-312-6173
WV Lic #051644

2-2-18

Contract

Precision will remove existing wood picket fence from around the garden. We will then install a four foot tall vinyl picket fence where the existing fence stood. All posts will be dug at no less than 24" and set in premixed concrete.

Precision will call 811 at least 48 hours prior to digging.

Precision is not responsible for any unmarked lines that may be damaged.

Homeowner is in charge of property lines and making sure fence is installed within.

Homeowner is not to aid in any fence demo or construction unless permitted by Precision.

Due upon signing: \$2,400.00

Due upon completion: \$1,050.00

Total: \$3,450.00

By signing below, both Precision and homeowner agree to all terms and conditions listed above.

Precision: [Signature] Date: 3-10-18

Homeowner: [Signature] Date: 3-10-18



Adam

Tue, May 22, 12:20 PM

Sorry for not getting back. Still catching up and I apologize. Will keep in touch when we will be heading your way. Thank you.

Do you know how long it's going to be roughly I really thought it was going to be a month a little longer we're now at 2 months I really need the fence for the dogs. Can I get my money back to go with a different company. I hate to do that but time was an important factor for me when picking someone



iMessage



EXHIBIT
6



Adam



Wed, May 9, 1:47 PM

Sorry ma'am. Was catching up. Should be within a couple weeks

I understand my boyfriend is just bugging me he wants me to go with valley but as long as you think within the next 2 weeks because that will be 2 months and he's mad at me for giving you \$2400 cash that far out from a job. I understand the weather was bad in April.

Tue, May 22, 12:20 PM



iMessage



t

Precision Fence
Wheeling, WV 26003
304-312-6173
WV Lic #051644

Job: Dawn Frederick

3-23-18

121 N 10th St.

Martins Ferry, OH

Contract

Precision will install approximately 256' of 4' tall black vinyl coated chain link fence around perimeter of property. Two 5' wide gates will be added where customer prefers. We will start at front right corner of the house and go around the back yard and finally meet up at the back left corner of the house. All posts will be dug at no less than 24" and set in premixed concrete.

Precision will call 811 at least 48 hours prior to digging.

Precision is not responsible for any unmarked lines that may be damaged.

Homeowner is to have all property lines marked and making sure fence is installed within.

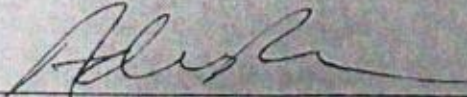
Homeowner is not to aid in any fence demo or construction unless permitted by Precision.

Due upon signing: \$2,400.00

Due upon completion: \$1,694.13

Total: \$4,094.13

By signing below, both Precision and homeowner agree to all terms and conditions listed above.

Precision:  Date: 3-23-18

Homeowner: Dawn Frederick Date: 3-23-18

IN THE MAGISTRATE COURT OF OHIO COUNTY, WEST VIRGINIA

Case ID: 18-M35C-00303 (JR)

FREDERICK vs. PARSONS, et al

CIVIL JUDGMENT ORDER

On September 24, 2018 in the above case the court granted judgment

In favor of

Against

DAWN LEIGH FREDERICK

ADAM PARSONS

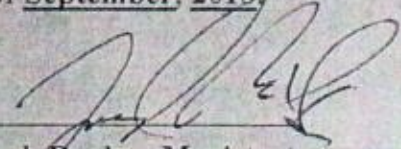
DAWN LEIGH FREDERICK

PERCISION FENCE COMPANY

In the amount of \$2,400.00 plus court costs in the amount of \$120.00 plus interest at the rate of 4.50% per year as of the date of judgment on any unpaid balance.

DEFAULT JUDGMENT ENTERED BY THE PLAINTIFF.

Hereby ORDERED and ADJUDGED on this the 24th day of September, 2018,



Joseph Roxby, Magistrate

----- CERTIFICATION BY CLERK (For Court Use Only) -----

Docket M: 11/1/01 ID: 890035

I _____, hereby certify the above is a true and correct record of the Judgment in this proceeding filed in my office.

Given under my hand on the _____ day of _____, 20____.

Seal

Magistrate Court Clerk

EXHIBIT
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**CIVIL CASE INFORMATION STATEMENT
CIVIL CASES**

In the Circuit Court, Ohio County, West Virginia

I. CASE STYLE:

Plaintiff/Petitioners,

Case #

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

Judge

v.

**ADAM PARSONS d/b/a
PRECISION FENCE AND FLOORS,
Defendant.**

**Days to
Answer**

Type of Service

**ADAM PARSONS d/b/a
PRECISION FENCE AND FLOORS
105 45th Street
Wheeling, WV 26003**

20

Personal

Original and ___ copies of complaint furnished herewith.

(Continued On Next Page)

PLAINTIFF: STATE OF WEST VIRGINIA ex rel. PATRICK MORRISEY, ATTORNEY GENERAL DEFENDANTS: ADAM PARSONS d/b/a PRECISION FENCE AND FLOORS	CASE NUMBER: 18-C-274 (1045)
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NOV 19 '18 PM 4:15
OHIO CO CIRCUIT COURT

II. TYPE OF CASE:

TORTS	OTHER CIVIL

Asbestos	Adoption	Appeal from Magistrate Court
Professional Malpractice	Contract	Petition for Modification of Magistrate Sentence
Personal Injury	Real Property	Miscellaneous Civil
Product Liability	Mental Health	X Other
Other Tort	Appeal of Administrative Agency	

III. JURY DEMAND: YES NO X

CASE WILL BE READY FOR TRIAL BY (MONTH/YEAR): N/A

IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMMODATIONS DUE TO A DISABILITY OR AGE?

YES NO X

IF YES, PLEASE SPECIFY:

Wheelchair accessible hearing room and other facilities
 Interpreter or other auxiliary aid for the hearing impaired
 Reader or other auxiliary aid for the visually impaired
 Spokesperson or other auxiliary aid for the speech impaired
 Other: _____

Attorney Name: Abby Cunningham, Assistant Attorney General
 (State Bar No. 13388)
 Firm: State of West Virginia, Attorney General's Office
 Address: Post Office Box 1789, Charleston, WV 25326-1789
 Telephone: (304)558-8986

Representing:
 X Plaintiff Defendant
 Cross-Complainant Cross-Defendant

Dated: 11/16/18

 Signature

Jo
1619
11/19/18

OFFICE OF THE CIRCUIT CLERK

RECEIPT #: 93916

OHIO
1500 CHAPLINE ST.
WHEELING

DATE RECEIVED: 11/19/2018

RECEIVED FROM: ABBY CUNNINGHAM

TOTAL: \$230.00

STYLE OF CASE

STATE OF WV EX REL
VS.
ADAM A. PARSONS DBA

CASE #: 18-C-274

IN PAYMENT OF 1 FILING FEE AND MDF
BY Check 1003974535

BRENDA L MILLER
CLERK OF THE CIRCUIT COURT

BY