



West Virginia E-Filing Notice

CC-40-2022-C-132

Judge: Phillip Stowers

To: Abby Cunningham
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NOTICE OF FILING

IN THE CIRCUIT COURT OF PUTNAM COUNTY, WEST VIRGINIA
Attorney General v. Jason Andrew Sansom
CC-40-2022-C-132

The following complaint was FILED on 10/6/2022 1:18:44 PM

Notice Date: 10/6/2022 1:18:44 PM

William Mullins
CLERK OF THE CIRCUIT COURT
Putnam County
12093 Winfield Road
WINFIELD, WV 25213

(304) 586-0203
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COVER SHEET

E-FILED | 10/6/2022 1:18 PM
CC-40-2022-C-132
Putnam County Circuit Clerk
William Mullins

GENERAL INFORMATION

IN THE CIRCUIT COURT OF PUTNAM COUNTY WEST VIRGINIA

Attorney General v. Jason Andrew Sansom

First Plaintiff:

Business Individual
 Government Other

First Defendant:

Business Individual
 Government Other

Judge:

Phillip Stowers

COMPLAINT INFORMATION

Case Type: Civil

Complaint Type: Other

Origin: Initial Filing Appeal from Municipal Court Appeal from Magistrate Court

Jury Trial Requested: Yes No **Case will be ready for trial by:** _____

Mediation Requested: Yes No

Substantial Hardship Requested: Yes No

Do you or any of your clients or witnesses in this case require special accommodations due to a disability?

- 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: _____

I am proceeding without an attorney

I have an attorney: Abby Cunningham, 1900 KANAWHA BLVD E RM 401, CHARLESTON, WV 25305

SERVED PARTIES

Name: Jason Andrew Sansom

Address: 30 Valley View Estates, Hurricane WV 25526

Days to Answer: 20 **Type of Service:** Filer - Private Process Server

IN THE CIRCUIT COURT OF PUTNAM COUNTY, WEST VIRGINIA

State of West Virginia ex rel.
Patrick Morrissey, Attorney General,

Plaintiff,

v.

Civil Action No. _____
Judge _____

Jason Andrew Sansom, d/b/a J. Andrews
Revive and Design, and J. Andrews Design
LLC, a West Virginia limited liability
company,

Defendants.

**COMPLAINT FOR TEMPORARY AND PERMANENT INJUNCTION,
CONSUMER RESTITUTION, DISGORGEMENT, CIVIL PENALTIES,
AND OTHER APPROPRIATE EQUITABLE 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 Jason Andrew Sansom, d/b/a J. Andrews Revive and Design, and J. Andrews Design LLC, 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 Jason Andrew Sansom (hereafter “Sansom”) is and was engaged in the sale and provision of home improvement or contracting services in Kanawha County, Putnam County, and other locations within West Virginia at all times pertinent hereto.

3. From approximately September, 2020 through April 26, 2021, Sansom primarily engaged in business under the name J. Andrews Revive and Design. Beginning on April 26, 2021 and continuing through the present, Sansom primarily engages in business under the name J. Andrews Design LLC.

4. Defendant J. Andrews Design LLC (hereafter “J. Andrews”) is a West Virginia limited liability company that was organized on April 26, 2021 by Jason Andrew Sansom and that is engaged in the sale and provision of home improvement and contracting services in Kanawha County, Putnam County and other locations within West Virginia at all times pertinent hereto. Defendant Sansom is the sole member of J. Andrews.

5. Upon information and belief, Sansom resides at 30 Valley View Estates, Hurricane, West Virginia 25526.

6. At the time it was organized, J. Andrews’ mailing address was 204 Valley View Drive, Hurricane, WV 25526. Upon information and belief, J. Andrews’ current mailing address is 30 Valley View Estates, Hurricane, West Virginia 25526.

7. Upon information and belief, the LLC Defendant, J. Andrews Design LLC, is an empty shell that owns no assets, no property, and has no actual office other than Sansom’s personal residence. Further, upon information and belief, while doing business under the LLC’s name, Sansom solicited and received payment checks from consumers made out to him in his personal capacity which were subsequently deposited in his personal bank accounts. Accordingly, there is such unity of interest and ownership that the separate personalities of J.

Andrews and Sansom no longer exist, and in fact have never existed. Injustice will result if Sansom is allowed to be shielded from personal liability for violation of the WVCCPA by the sham veil of the LLC, and the public will be left without a remedy for Sansom's unlawful acts.

II. JURISDICTION AND VENUE

8. 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(d), and W. Va. Code § 53-5-3.

9. Venue is proper in this court pursuant to W. Va. Code § 46A-7-114.

III. BACKGROUND

10. Since at least September 2020, Defendant Sansom has engaged in the provision of residential home improvement and contracting services in Kanawha County, Putnam County and other areas in the State of West Virginia.

11. Neither Sansom nor J. Andrews have ever held a contractor license from the West Virginia Contractor Licensing Board ("Licensing Board") at any time pertinent hereto.

12. Upon information and belief, on or before April 2021, Sansom created the website www.jandrewsdesign.com to advertise home improvement contracting services to West Virginia consumers. Through the website, Sansom represented to consumers that he provided "end to end" home remodeling.¹

13. Sansom likewise advertised his comprehensive home improvement and contracting services through a Facebook business page under the name J. Andrews Design. <https://www.facebook.com/J.AndrewsDesign/>. Postings on the business Facebook page have no audience restrictions and are available to the general public.

¹ The original version of the website is no longer accessible. However, an archived version of the website is available at the following link: <https://web.archive.org/web/20210415062336/https://jandrewsdesign.com/>.

14. Beginning on September 24, 2020 and continuing through June 11, 2022, Sansom posted before and after photos of major renovation work to the business Facebook page to advertise his services. For example, on April 15, 2021, Sansom posted before and after photos of two large projects, including deck replacement and expansion and a complete build-out of a third-floor cinema room. Copies of the April 15, 2021 posts are attached hereto as Exhibits 1 and 2 and are incorporated by reference herein.

15. Sansom also posted on the business Facebook page advertising flyers describing the services he offered to perform. For example, on May 6, 2021, Sansom posted a flyer offering to construct “Decks, Patios, Hardscapes, Remodeling, Painting, Fences, Outdoor Living, Kitchens, Bathrooms.” The flyer also disclosed that financing was available. A copy of the May 6, 2021 post and flyer is attached hereto as Exhibit 3 and is incorporated by reference herein.

16. On May 12 and May 22, 2021, Sansom posted flyers on the business Facebook page selling flooring and flooring installation services. A copy of the May 12 and May 22, 2021 Facebook posts and flyers are attached hereto as Exhibits 4 and 5 and are incorporated by reference herein.

17. Sansom also used other social media accounts to advertise his home improvement or contracting services to the general public, including through his personal Facebook profile, www.facebook.com/jason.sansom.1806. Sansom shared the May 6, 12, and 22 flyers he had posted on the business Facebook page on his personal page. Copies of the May 6, May 12, and May 22, 2021 Facebook posts and flyers from Sansom’s personal Facebook page are attached hereto as Exhibits 6, 7 and 8 and are incorporated by reference herein. These posts are also available to the general public.

18. Sansom also advertised his home improvement and contracting services through Instagram, www.instagram.com/j.andrewsdeisgn/. Many of the same photos used on Sansom's business Facebook page were also shared on his Instagram page, including both of the April 15, 2021 posts showing major renovation work he had performed. Copies of the April 15, 2021 Instagram posts are attached hereto as Exhibits 9 and 10 and are incorporated by reference herein. These posts are also available to the general public.

19. Upon information and belief, Sansom's advertising efforts were successful.

20. Notwithstanding his lack of a contractor license, Sansom regularly solicited and received payments from consumers to provide home improvement or contracting services while doing business as J. Andrews Revive and Design or J. Andrews. The work he was paid to perform included, among other things, general construction, carpentry, plumbing, electrical work, hanging drywall, tile, flooring, and HVAC.

21. In some instances, Sansom accepted payments from consumers for services that he never provided. In other instances, Sansom accepted payments from consumers and provided services that were substandard or incomplete.

22. To date, five formal complaints have been filed against Sansom doing business as J. Andrews based upon Sansom's unlawful material omissions of fact and unlawful provision of unlicensed, incomplete, or substandard services. Sansom replied to only one of the five complaints.

23. The Attorney General has reason to believe many more consumers fell victim to Sansom's unlawful conduct.

24. The Attorney General now finds it necessary to file this enforcement action for a permanent injunction prohibiting Sansom from engaging in home improvement or

contracting services and for an order of restitution to consumers, disgorgement, civil penalties, and other equitable relief.

IV. APPLICABLE LAW

25. In 1974, the Legislature enacted the West Virginia Consumer Protection Act (“WVCCPA”), W. Va. Code §§ 46A-1-101, *et seq.*, which “is a remedial statute intended to protect consumers from unfair, illegal and deceptive business practices and must be liberally construed to accomplish that purpose.” *Fleet v. Webber Springs Owner’s Association*, 772 S.E. 2d 369, 377 (W. Va. 2015). In addition to establishing a private right of action for consumers, the Legislature authorized the Attorney General to enforce the WVCCPA, W. Va. Code § 46A-7-102.

26. The WVCCPA contains an all-encompassing, blanket prohibition against “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce . . . ,” W. Va. Code § 46A-6-104. The WVCCPA delineates at least 15 types of conduct that constitute *per se* violations, W. Va. Code § 46A-6-102(7). The statutory list is not intended to be all inclusive. *Id.*

27. 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).

28. 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).

29. The business of contracting is generally governed by the West Virginia Contractor Licensing Act (“WVCLA”), W. Va. Code § 30-42-1, *et seq.*, and the West Virginia Contractor Licensing Board’s Legislative Rule, 28 C.S.R. § 2.²

30. The WVCLA defines “contractor” as any person who undertakes, offers to undertake, purports to have the capacity to undertake, or submits a bid to construct, alter, repair, add to, subtract from, improve, move, wreck, or demolish any building, highway, road, railroad, structure, or excavation associated with a project, development, or improvement, or to do any part thereof, including the erection of scaffolding or other structures or works in connection therewith, where the cost of the undertaking is \$5,000 or more for residential work, W. Va. Code § 30-42-3(d).³ As such, Sansom is a “contractor” as defined by applicable state law and regulations.

31. Violations of statutes or regulations enacted to protect the consuming public or to promote a public interest are unfair or deceptive acts or practices. *See Final Order, State of West Virginia ex rel. Darrel V. McGraw, Jr., Attorney General vs. David McCuskey, et al.*, Kanawha County Circuit Court, Civil Action No. 01-C-3041, Mar. 13, 2003.

32. In order to protect the health, safety and welfare of the public as well as public and private property and to ensure competency in provision of such services, the Legislature declared that no person may engage in this State in any act as a “contractor” as defined by W.Va. Code § 30-42-3(d) unless such person holds a contractor license from the Licensing Board to engage in such activities.

33. In order to protect the health, safety and welfare of the public as well as public and private property and to ensure competency in the provision of such services, the Legislature

² Prior to June 15, 2021, the WVCLA was found at W. Va. Code § 21-11-3.

³ Prior to June 15, 2021, the amount of the undertaking for residential contracting which necessitated a contractor’s license was \$2,500.00.

declared that no person may engage in “plumbing” as defined by W.Va. Code § 21-14-2(e) without a specialty license from the Commissioner of Labor on or after January 1, 2009, W.Va. Code § 21-14-3(a), regardless of the cost of the project or job.

34. In order to protect the health, safety, and welfare of the public as well as public and private property and to ensure the competency of those who perform electrical work, no person, firm, or corporation may perform electrical work after 1989 without a license and certificate issued by the State Fire Marshall, W.Va. Code § 29-3B-1 and § 29-3B-2, regardless of the cost of the project or job.

35. The provision of home improvement or contracting services to a natural person for a personal, family, household or agricultural purpose constitutes a “consumer transaction” as defined by W.Va. Code § 46A-6-102(b). As such, Sansom is subject to the regulatory authority of the Attorney General under the WVCCPA as set forth in W.Va. Code §§ 46A-7-102(1).

36. Individuals and businesses who provide home improvement or contracting services to consumers must also comply with 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.

37. The Home Improvement Rule defines “home improvement” as meaning:

installing roofing, siding, paving, replacement windows, doors, awnings, heating and air-conditioning equipment, water softeners and purifiers, swimming pools, fire protection devices, or fixtures of any kind, performing substantial landscaping work involving earth-moving, large scale replanting or reseeding or engaging in the substantial remodeling or repair of any portion of an existing home or noncommercial structure or building.

142 C.S.R. § 5-2.6

38. Sansom engages in the provision of “home improvement” services to consumers

and, therefore, is subject to the provisions of the Home Improvement Rule.

39. A contractor or other person who enters into home improvement transactions must furnish consumers with a written contract that describes in a meaningful way and in plain language the goods or services purchased; the contract price together with all required financing information or credit terms and any other material terms; the approximate completion date; the service provider's name, address and telephone number; the contractor license number, if applicable; and notice of the buyer's right to cancel within three business days when required by applicable law. *See* Home Improvement Rule, 142 C.S.R. § 5-3.1.

40. The transactions entered into by Sansom also constitute "door-to-door" sales as defined by the FTC Rule Concerning Cooling-Off Period for Door-to-Door Sales Made at Homes or at Certain Other Locations ("FTC Rule"), 16 C.F.R. § 429, which requires that consumers be afforded notice of the unconditional right to cancel the transaction within three business days after signing the written contract in the precise manner and form required by the FTC Rule.

41. Compliance with the FTC Rule consists of three essential components:

(a) Buyers must be informed **orally** of the buyer's right to cancel at the time that the contract for goods or services is signed, 16 C.F.R. § 429.1(e).

(b) Buyers must be furnished with a fully completed receipt or copy of the contract for goods or services that contains the date of the transaction, the name and address of the seller, and the following statement in bold face type of a minimum size of 10 points in immediate proximity to the space reserved in the contract for the consumer'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 an explanation of this right.

See FTC Rule, 16 C.F.R. § 429.1(a) (emphasis added).

(c) The “notice of cancellation form” must explain the right to cancel in the precise manner required by the FTC Rule, 16 C.F.R. § 429.1(b), and must be provided in duplicate along with the sales contract so the buyers may sign and return the form if they elect to cancel and retain a copy for their records.

42. The consumer may waive the three-day right to cancel under the FTC Rule only if the consumer initiated the contact and the goods or services are needed to meet a “bona fide immediate personal emergency,” 16 C.F.R. § 429.0(a)(3). In order for the waiver to be valid, the buyer must provide the seller “with a separate signed and dated personal statement in the buyer’s handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the sale within 3 business days.” *Id.*

43. Violation of the FTC Rule, the WVCLA, and any other state or federal law or regulation intended to protect the public and foster fair and honest competition is deemed to be an unfair or deceptive act or practice as defined by the WVCCPA, W.Va. Code § 46A-6-104.

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

45. The actions of Sansom make him individual liable beyond the protections afforded to members of a limited liability company. The West Virginia Supreme Court held that the veil of a limited liability company may be pierced and its members or managers held personally liable for the company’s unlawful actions if it is established “that (1) there exists such unity of interest and ownership that the separate personalities of the business and of the individual member(s) or manager(s) no longer exist and (2) fraud, injustice, or an inequitable result would occur if the veil is not pierced....” Syl. Pt 7, *Kubican v. The Tavern, LLC*, 752 S.E.2d 299, 301 (W. Va. 2013).

V. STATEMENT OF FACTS

46. The Defendants have never held a contractor's license from the Licensing Board. *See* Affidavit of Brian White, Licensing Section Manager of the West Virginia Division of Labor, attached hereto as Exhibit 11 and is incorporated by reference herein.

47. Notwithstanding the lack of a contractor license, the Defendants engaged in the sale and provision of home improvement contracting services from at least September 2020 to the present.

48. During the period beginning as early as September 2020 and continuing through the present, the Defendants violated the WVCCPA by engaging in the sale and provision of home improvement contracting services without a license from the Licensing Board; by willfully and intentionally misrepresenting, concealing, suppressing, or omitting facts which consumers would consider material; and by providing work that was substandard or incomplete.

49. At all times pertinent hereto, the Defendants failed to furnish consumers with proper contracts containing the terms and conditions of the goods and services purchased, including an approximate completion date and his contractor license number (he did not have one), as required by the Home Improvement Rule.

50. The Defendants also failed to furnish consumers with notice of the three-day right to cancel in the manner and form required by the FTC Rule.

51. As of this date, the unlawful actions as described above resulted in the filing of five formal complaints against the Defendants with the Attorney General.

52. There is good reason to believe that the Defendants have entered into many other home improvement transactions in which the WVCCPA was violated, as shall be shown through

discovery. The following consumer complaints serve to illustrate the repeated and willful pattern of the Defendants' unlawful practices.

Summary of Illustrative Consumer Complaints

Complaint of Lauren Basaldua

53. Lauren Basaldua of Charleston, West Virginia, contracted with Sansom on April 23, 2021, to perform a bathroom remodel, including re-building and re-tiling a shower, hanging drywall, hanging light fixtures, and installing laminate flooring, and ceiling repair in the bathroom and living room for a total cost of \$5,472.06. Ms. Basaldua provided Sansom with a deposit of \$4,000.00 at the time of contracting.

54. On May 2, 2021, Sansom provided Ms. Basaldua with a written agreement memorializing the work to be performed and disclosing the total cost of the work. A copy of the written agreement entered into between Sansom and Ms. Basaldua is attached hereto as Exhibit 12 and is incorporated by reference herein.

55. On May 22, 2021, Sansom and Ms. Basaldua agreed to add additional plumbing work to the agreement for an additional cost of \$477.00. Both Sansom and Ms. Basaldua signed the amendment on June 11, 2021. A copy of the amendment is attached hereto as Exhibit 13 and is incorporated by reference herein.

56. The contract between Sansom and Ms. Basaldua was negotiated and entered into at Ms. Basaldua's home.

57. Sansom's contract with Ms. Basaldua failed to provide a completion date for any of the work.

58. Sansom did not provide Ms. Basaldua with proper notice of the unconditional three-day right to cancel as required by state and federal law.

59. In his conversations with Ms. Basaldua, Sansom omitted the material fact that he did not possess a contractor's license or a plumbing license.

60. Work began on the contract on May 6, 2021. On June 11, 2021, Sansom represented to Ms. Basaldua that he would complete the remaining work on that date. Based upon his representation, Ms. Basaldua made a final payment of \$1,949.06 on June 11, 2021, satisfying the balance owed on the agreement. Contrary to Sansom's representations, he failed to complete the remaining work on June 11. Specifically, a large portion of the grouting and tiling in the shower was not complete, the bathroom trim was not installed, the transition strip for the flooring was not installed, and fixtures were not installed.

61. Ms. Basaldua reached out to Sansom multiple times to ask when he would return to finish the work. On June 29, 2021, Sansom promised to finish the work within one week. Sansom never returned to complete the work.

62. Angered by Sansom's failure to complete the work as promised, Ms. Basaldua submitted negative reviews of Sansom's business on Google and Yelp.

63. Prompted by Sansom's unlawful conduct, Ms. Basaldua filed a complaint with the Attorney General on September 14, 2021 and requested a refund of \$1,949.06. Sansom responded on October 8, 2021. In his reply, Sansom admitted that he had failed to complete the work as promised, but refused to issue a refund unless the consumer would remove negative feedback about his business from the internet. Ms. Basaldua declined to remove the negative feedback.

Complaint of Bradford and Elizabeth Liston

64. Bradford and Elizabeth Liston of Cross Lanes, West Virginia, contracted with Sansom on April 26, 2021, for bathroom renovation, including plumbing work, electrical work,

HVAC duct work, drywall, tile, painting, and finishing for a total cost of \$5,122.46. The Listons provided Sansom with a deposit of \$2,500.00 on May 3, 2021.

65. The Listons contacted Sansom as a result of an advertisement for J. Andrews that he saw on Facebook.

66. On April 26, 2021, Sansom provided the Listons with a written agreement memorializing the work to be performed and disclosing the total cost of the work. A copy of the written agreement entered into between Sansom and the Listons is attached hereto as Exhibit 14 and is incorporated by reference herein

67. In early August, 2021, Sansom and the Listons agreed to add additional plumbing work to the agreement for an additional cost of \$500.00.

68. After the work began, the Listons provided additional payments of \$1,000.00 and \$252.54 towards the total cost of the contract.

69. The contract between Sansom and the Listons was negotiated and entered into at the Listons' home

70. Sansom's contract with the Listons failed to provide a completion date for any of the work.

71. In his conversations with the Listons, Sansom omitted the material facts that he did not possess a contractor's license, a plumbing license, or an electrician's license.

72. Work began on the contract in early June, 2021 and continued to September 16, 2021. Problems with the workmanship surfaced as time went on. Among other things, problems Mr. Liston noted included drain lines that were improperly installed uphill, shower drains that did not function, exposed wires and outlets, tile that needed to be completely re-grouted, and faulty ductwork that did not allow any airflow.

73. Mr. Liston also noted that Sansom did not appear to have a plan to complete the job, jumping from one phase to another without completing the previous phase. For instance, Sansom installed sheetrock panels in the shower before installing framing, installing flooring before completing ceiling and walls, and installing vanities and toilets before finishing the walls.

74. Mr. Liston brought his concerns to Sansom's attention. Although the faulty shower drains were fixed, Sansom failed to address Mr. Liston's other concerns.

75. Sansom unilaterally terminated the construction agreement via text message to Mr. Liston on September 16, 2021. In the text message, Sansom explained that he could not finish the bathroom remodel, that he did not expect Mr. Liston to pay any remaining balance on the contract, and that he understood if a contractor breaches the contract without written notice there is no further obligation from the client.

76. Outraged by Sansom's poor workmanship and his abrupt termination of the agreement, the Listons posted negative reviews in comments on Sansom's business Facebook page. Mr. Liston alleges that Sansom deleted the negative comments and blocked both Mr. Liston and his wife on social media.

77. Due to Sansom's abandonment of the project, Mr. Liston was forced to hire other contractors to finish the work.

78. Prompted by Sansom's unlawful conduct, Mr. Liston filed a complaint with the Attorney General on November 10, 2021. Sansom never replied to the complaint.

Complaint of Malisa Turner

79. Malisa Turner of South Charleston, West Virginia, contracted with Sansom on June 29, 2021, to perform a remodel of her condominium, including a complete kitchen

remodel with refinished and repainted cabinets, new countertops, and a new sink; basement living area remodel including new floors and new built-in bar area; new flooring in the recreation room; installation of a snack bar, and a re-built stairway for a total cost of \$97,651.60. Ms. Turner provided Sansom with a deposit of \$30,000.00 at the time of contracting.

80. On June 29, 2021, Sansom provided Ms. Turner with a written agreement memorializing the work to be performed and disclosing the total cost of the work. A copy of the written agreement entered into between Sansom and Ms. Turner is attached hereto as Exhibit 15 and is incorporated by reference herein.

81. The contract between Sansom and Ms. Turner was negotiated and entered into at Ms. Turner's home.

82. Sansom's contract with Ms. Turner failed to provide a completion date for any of the work.

83. Sansom did not provide Ms. Turner with proper notice of the unconditional three-day right to cancel as required by state and federal law.

84. In his conversations with Ms. Turner, Sansom omitted the material fact that he did not possess a contractor's license, a plumbing license, or an electrician's license.

85. Sansom removed the fronts to all her cabinets on September 6, 2021, but failed to return to perform any other work on the agreement.

86. Ms. Turner reached out to Sansom multiple times between September 7 and October 15, 2021, to ask when he would return to finish the work. On October 15, 2021, Ms. Turner cancelled the agreement via text message to Sansom. Ms. Turner demanded a refund

of her deposit and demanded that Sansom return her cabinet fronts. Although Sansom returned the cabinet fronts to Ms. Turner, he failed to provide a refund.

87. Prompted by Sansom's unlawful conduct, Ms. Turner filed a complaint with the Attorney General on November 2, 2021. Sansom never responded to the complaint.

88. Ms. Turner filed a civil action against Sansom on December 30, 2021 in the Circuit Court of Kanawha County, 21-C-1208. To date, the case remains pending.

Complaint of Andrew Bane

89. Andrew Bane of Charleston, West Virginia, contracted with Sansom on August 9, 2021, to perform bathroom remodels of two bathrooms in Mr. Bane's home, including demolition, drywall, plumbing, flooring, carpentry, tile and painting, for a total cost of \$5,937.92. Mr. Bane provided Sansom with a cash deposit of \$3,000.00 at the time of contracting.

90. On August 9, 2021, Sansom provided Mr. Bane with a written agreement memorializing the work to be performed and disclosing the total cost of the work. A copy of the written agreement entered into between Sansom and Mr. Bane is attached hereto as Exhibit 16 and is incorporated by reference herein.

91. The contract between Sansom and Mr. Bane was negotiated and entered into at Mr. Bane's home.

92. Sansom's contract with Mr. Bane failed to provide a completion date for any of the work.

93. Sansom did not provide Mr. Bane with proper notice of unconditional three-day right to cancel as required by state and federal law.

94. In his conversations with Mr. Bane, Sansom omitted the material fact that he did not possess a contractor's license or a plumbing license.

95. Mr. Bane understood that work was to begin immediately, however, Sansom did not begin work until December 8, 2021.

96. Sansom did some demolition work in one of the two bathrooms between December 8 and 9, 2021, but did not return to do any other work.

97. On December 28, 2021, Sansom advised Mr. Bane he could not complete the job.

98. Mr. Bane demanded a refund of \$2,500.00 from Sansom, which represented the amount of his deposit less the cost of demolition work already performed, which Mr. Bane valued at \$500.00. Sansom provided a refund of \$2,100.00, however, because he claimed that Mr. Bane owed him for supplies and trip charges, which Mr. Bane disputed.

99. Prompted by Sansom's unlawful conduct, Mr. Bane filed a complaint with the Attorney General on January 3, 2022 seeking a return of an additional \$400.00 from his deposit. Sansom never responded to the complaint.

Complaint of Dr. Roger Robertson

100. Dr. Roger Robertson of Hurricane, West Virginia, contracted with Sansom on August 4, 2021, to perform remodels of four bathrooms in his home, including among other things demolition, drywall, plumbing, flooring, carpentry, tile and painting, for a total cost of \$29,226.59.

101. Dr. Robertson understood that work could not begin on the contract until mid-November. However, Sansom insisted that a deposit was needed immediately. According to Sansom, COVID-19-related supply chain issues had caused delays in obtaining materials and

supplies, so all supplies for Dr. Robertson's project needed to be ordered right away. Dr. Robertson reluctantly provided Sansom with a deposit of \$13,000.00 for materials and supplies at the time of contracting.

102. On August 4, 2021, Sansom provided Dr. Robertson with a written agreement memorializing the work to be performed and disclosing the total cost of the work. A copy of the written agreement entered into between Sansom and Dr. Robertson is attached hereto as Exhibit 17 and is incorporated by reference herein.

103. The contract between Sansom and Dr. Robertson was negotiated and entered into at Dr. Robertson's home.

104. Sansom's contract with Dr. Robertson failed to provide a completion date for any of the work.

105. Sansom did not provide Dr. Robertson with proper notice of unconditional three-day right to cancel as required by state and federal law.

106. In his conversations with Dr. Robertson, Sansom omitted the material fact that he did not possess a contractor's license, a plumbing license, or an electrician's license.

107. Dr. Robertson became concerned as the start date approached and no materials had yet been delivered to his home.

108. Dr. Robertson contacted Sansom in late October, 2021, to inquire about the status of the materials. Sansom advised Dr. Robertson that the \$13,000.00 deposit paid by Dr. Robertson had been used to pay Sansom's employees and finish other jobs. Dr. Robertson cancelled the agreement and demanded Sansom either provide a \$13,000.00 refund or provide \$13,000.00 worth of materials. Sansom responded that he had no means to refund Dr. Robertson's money and could not provide any materials.

109. Prompted by Sansom’s unlawful conduct, Dr. Robertson filed a complaint with the Attorney General on December 20, 2021. Sansom did not reply to the complaint. Dr. Robertson also filed a complaint with the Hurricane police department.

VI. THE ATTORNEY GENERAL’S ENFORCEMENT POWERS

110. 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.*

111. 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).

112. 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).

113. 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).

114. 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

(Engaging in Home Improvement Contracting Without a License)

115. The State adopts, realleges, and incorporates by reference paragraphs 1 through 114 above as if set forth fully herein.

116. Sansom has repeatedly and willfully engaged in the sale and provision of home improvement and contracting services in West Virginia without a contractor license from the Licensing Board as required by W. Va. Code § 30-42-1 *et seq.*, beginning as early as 2020.

117. Sansom engaged in an unfair or deceptive act or practice in violation of W. Va. Code § 46A-6-104 **in each instance** of the sale and provision of home improvement contracting services in West Virginia without a contractor license.

SECOND CAUSE OF ACTION
(Engaging in Plumbing Without a License)

118. The State adopts, realleges, and incorporates by reference paragraphs 1 through 114 above as if set forth fully herein.

119. Sansom, individually, or through employees or others acting on his behalf, has repeatedly and willfully engaged in the provision of plumbing services without the specialty license from the Commissioner of Labor as required by W.Va. Code § 21-14-3(a).

120. Sansom engaged in an unfair or deceptive act or practice in violation of W.Va. Code § 46A-6-104 in each instance when he or any employee or other person acting on his behalf engaged in the provision of plumbing services without a specialty plumbing license from the Commissioner.

THIRD CAUSE OF ACTION
(Engaging in Electrical Work Without a License)

121. The State adopts, realleges, and incorporates by reference paragraphs 1 through 114 above as if set forth fully herein.

122. Sansom, individually, or through employees or others acting on his behalf, has repeatedly and willfully engaged in the provision of electrical work without a license and certificate from the State Fire Marshall as required by W.Va. Code § 29-3B-2.

123. Sansom engaged in any unfair or deceptive act or practice in violation of W.Va. Code § 46A-6-104 in each instance when he or any employee or other person acting on his behalf engaged in electrical work without a license and certificate from the State Fire Marshall.

FOURTH CAUSE OF ACTION
(Failure to Furnish Proper Notice of the Three-Day Right to Cancel)

124. The State adopts, realleges, and incorporates by reference paragraphs 1 through 114 above as if set forth fully herein.

125. 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).

126. 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.

127. 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.

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

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

129. The State adopts, realleges, and incorporates by reference paragraphs 1 through 114 above as if set forth fully herein.

130. 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.

131. 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.

132. Sansom engaged in an unfair or deceptive act or practice in violation of W. Va. Code § 46A-6-104 **in each instance** where the agreement failed to include an approximate date of completion in the contract and when he failed to complete or even begin a home improvement project by the date represented to the consumer.

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

133. The State adopts, realleges, and incorporates by reference paragraphs 1 through 114 above as if set forth fully herein.

134. As indicated by the complaints of consumers outlined above, Sansom entered into contracts and accepted down payments from consumers on multiple occasions to provide home improvement services without returning to do the promised work. When Sansom did return, the work he performed was substandard or incomplete and Sansom failed to refund payments rightfully owed despite repeated requests from consumers.

135. Failure to perform work for which payment has been received, or the provision of work that is substandard or incomplete, is an unfair or deceptive act or practice in violation of W.Va. Code § 46A-6-102(7)(M) and W.Va. Code § 46A-6-104.

136. Sansom engaged in unfair or deceptive acts or practices in violation of W. Va. Code § 46A-6-102(7)(M) and W. Va. Code § 46A-6-104 **in each instance** when he failed to perform work for which he was paid or when he performed work that was substandard or incomplete.

**SEVENTH CAUSE OF ACTION
(False Advertising)**

137. The State adopts, realleges, and incorporates by reference paragraphs 1 through 114 above as if set forth fully herein.

138. Sansom has repeatedly and willfully distributed misleading advertisements for home improvement contracting services with the intent that West Virginia consumers would rely on the advertisements, including omitting the material fact that he did not possess the required licenses to perform the services he advertised.

139. The act, use or employment of any false or deceptive statements with the intent that consumers rely on such statements is an unfair or deceptive act or practice in violation of W. Va. Code § 46A-6-104 as defined by W. Va. Code § 46A-6-102(7)(I) and (M).

140. Sansom engaged in unfair or deceptive acts or practices in violation of W. Va. Code § 46A-6-104 as defined by W. Va. Code § 46A-6-102(7)(I) and (M) **in each instance** when he made a false or deceptive statement in advertisements for his business.

PRAYER

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

(a) finding such unity of interest and ownership that the separate personalities of J. Andrews and Sansom no longer exist, and in fact have never existed;

(b) finding that Sansom has violated the WVCCPA as alleged herein;

(c) permanently enjoining Sansom from violating the WVCCPA and from engaging, directly or indirectly, in the activity of providing home improvement or contracting services, as the owner of a business, or as an employee, agent, subcontractor, or in any capacity whatsoever;

(d) awarding the State a judgment against Sansom in the amount representing all payments collected by Sansom, or indirectly from any other third party, from consumers arising from Sansom's unlawful home improvement contracts and additional amounts consumers have paid or will pay to others to complete the work or repair damages to property caused by Sansom;

(e) finding that Sansom has engaged in a course of repeated and willful violations of the WVCCPA as alleged in the causes of action set forth herein above that renders

them subject to 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);

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

(g) 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 (WV State Bar # 13388)
Assistant Attorney General
F. Scott Caudill (WV State Bar # 8961)
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
Email: Frederic.S.Caudill@wvago.gov

J. Andrews Design, LLC

Send message Like

J. Andrews Design, LLC
April 15, 2021 · 🌐

Repaired, replaced and added on a much larger deck. Home owners already enjoying at added space.

J. Andrews Design, LLC
April 15, 2021 · 🌐

Third floor cinema room build out. Custom built-ins, surround sound. We took this from studs to a completely sound proof theater. Home increase 75K for added square footage.

Videos [See all](#)

Little cutting in today for interior home painting.

1
76 views · 49 weeks ago

Page transparency [See all](#)

Facebook is showing information to help you better understand the purpose of a Page. See actions taken by the people who manage and post content.

Page created - September 24, 2020

Page manager location: United States

Related Pages

Sweetly Salvaged
Home decor Like

Justin's Professional Floor Sanding LLC
Contractor Like

AR Designs
Product/service


Add your business to Facebook

Showcase your work, create ads and connect with customers or supporters.

Create Page

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EXHIBIT
1



J. Andrews Design, LLC


Send message

Like

Comment

Share

Videos See all



1:27

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- 📅 Page created - September 24, 2020
- 📍 Page manager location: United States

Related Pages

- 


Sweetly Salvaged

Home decor

Like
- 

Justin's Professional Floor Sanding LLC

Contractor

Like
- 

AR Designs

Product/service

Add your business to Facebook

Showcase your work, create ads and connect with customers or supporters.



Create Page



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J. Andrews Design, LLC

April 15, 2021 · 🌐

Third floor cinema room build out. Custom built-ins, surround sound. We took this from studs to a completely sound proof theater. Home increase 75K for added square footage.






Like Comment Share

J. Andrews Design, LLC

April 15, 2021 · 🌐

Second floor remodel, took an unfinished space and turned it into a little R&R space. Also increased the property value.





Like Comment Share

J. Andrews Design, LLC Send message Like Search More

Write a comment...


J. Andrews Design, LLC
May 6, 2021 · 🌐



**DECKS
PATIOS
HARDSCAPES
REMODELING
PAINTING
FENCES
OUTDOOR LIVING
KITCHENS
BATHROOMS**

**CALL US
FOR OUR
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Hurricane, WV
JasonSansom@jandrewsdesign.com

Jason Sansom
May 6, 2021 · 🌐

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- Page created - September 24, 2020
- Page manager location: United States

Related Pages

- Sweetly Salvaged** Home decor Like
- Justin's Professional Floor Sanding LLC** Contractor Like
- AR Designs** Product/service


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Showcase your work, create ads and connect with customers or supporters.

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EXHIBIT
3

J. Andrews Design, LLC



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- Page created - September 24, 2020
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Related Pages

- Sweetly Salvaged
Home decor Like
- Justin's Professional Floor Sanding LLC
Contractor Like
- AR Designs
Product/service


Add your business to Facebook
Showcase your work, create ads and connect with customers or supporters.

Create Page

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J. Andrews Design, LLC
May 12, 2021 ·

Time to upgrade. Contact us to see how to completely change your homes vibe!!



FOR INQUIRIES, CONTACT US
JasonSansom@jandrewsdesign.com

J. Andrews Design, LLC
Interior Design Studio

Send message

5

1 Share

EXHIBIT

4

J. Andrews Design, LLC

Send message Like

Videos See all

1:27

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1
76 views · 49 weeks ago

Page transparency See all

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Page created - September 24, 2020
Page manager location: United States

Related Pages

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- AR Designs** Product/service

Add your business to Facebook

Showcase your work, create ads and connect with customers or supporters.

Create Page

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1
Like Comment Share
Write a comment...

J. Andrews Design, LLC
May 22, 2021
If you are in the market for new flooring, reach out to us. We can help you design a new updated space with our 3D Digital Imaging. Message us on Facebook, the Web @ jandrewsdesign.com or email at JasonSansom@jandrewsdesign.com.

J. Andrews Design

BEFORE AFTER

We Do FLOORING

LET US HELP YOU DESIGN YOUR SPACE
WE OFFER DIGITAL IMAGING TO HELP YOU SEE YOUR NEW SPACE

JANDREWSDESIGN.COM JASONSANSOM@JANDREWSDESIGN.COM

J. Andrews Design, LLC
Interior Design Studio
Send message

EXHIBIT
5

Jason Sansom

From Barboursville, West Virginia

In a relationship with [REDACTED]

Photos [See all photos](#)

Friends [See all friends](#)

Life events [See All](#)

Moved to Hurricane, West Virginia
September 5, 2020

Jason Sansom
May 6, 2021

. Andrews Design

DECKS
PATIOS
HARDSCAPES
REMODELING
PAINTING
FENCES
OUTDOOR LIVING
KITCHENS
BATHROOMS

**CALL US
FOR OUR
BRAND
NEW
DEALS!**

**NOW OFFERING
FINANCING**

\$

Hurricane, WV
JasonSansom@jandrewsdesign.com

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EXHIBIT

6

Jason Sansom

From Barboursville, West Virginia

In a relationship with [REDACTED]

Photos [See all photos](#)

Friends [See all friends](#)

Life events [See All](#)

Moved to Hurricane, West Virginia
September 5, 2020

UPGRADE THAT OUTDATED CARPET TO A NEW FLOOR

FOR INQUIRIES, CONTACT US
JasonSansom@jandrewsdesign.com

J. Andrews Design

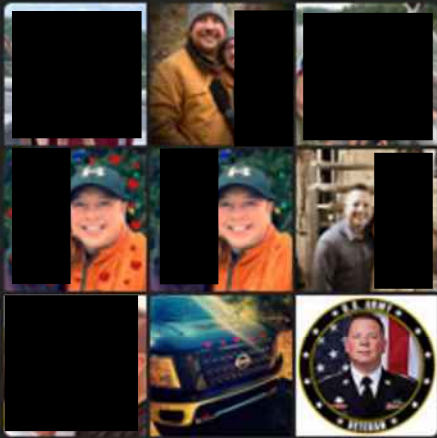
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Jason Sansom

From Barboursville, West Virginia

In a relationship with [REDACTED]

Photos [See all photos](#)




Friends [See all friends](#)

Life events [See All](#)

Moved to Hurricane, West Virginia
September 5, 2020

Jason Sansom
May 22, 2021



J. Andrews Design

BEFORE **AFTER**

We Do FLOORING

LET US HELP YOU DESIGN YOUR SPACE

WE OFFER DIGITAL IMAGING TO HELP YOU SEE YOUR NEW SPACE

JANDREWSDESIGN.COM JASONSANSOM@JANDREWSDESIGN.COM

J. Andrews Design, LLC
Interior Design Studio [Send message](#)

J. Andrews Design, LLC
May 22, 2021

If you are in the market for new flooring, reach out to us. We can help you design a new updated space with our 3D Digital Imaging. Message us on Facebook, th... See more

[Like](#) [Share](#)

Jason Sansom
May 17, 2021

What do you do when you can't sleep. Organize the work trailer. Lol.

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EXHIBIT

8



j.andrewsdesign • Follow

j.andrewsdesign Repaired, replaced and added on a much larger deck. Home owners already enjoying at added space.
75w

1 like

APRIL 15, 2021

Log in to like or comment.

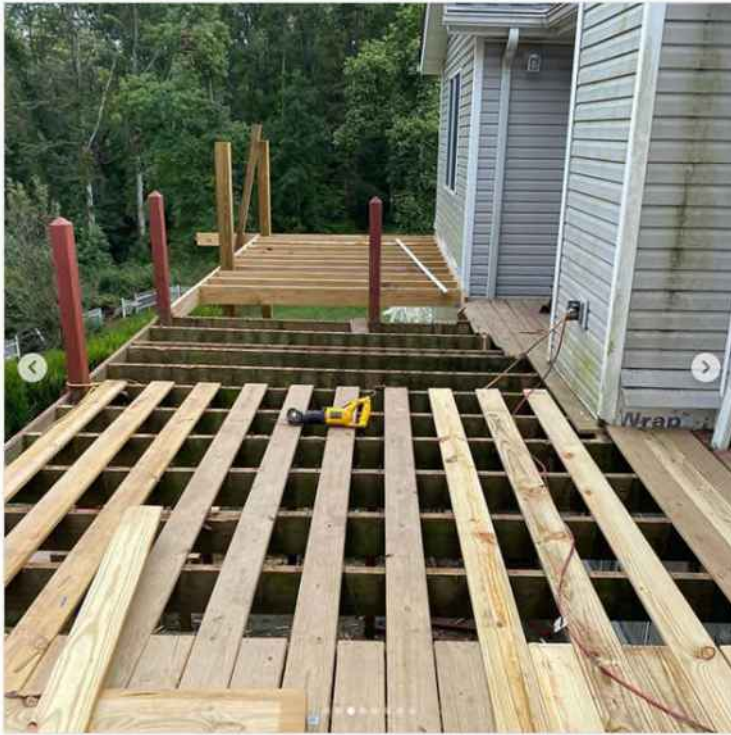


Log into Instagram

Log in to see photos and videos from friends and discover other accounts you'll love.

Log in

Sign Up



 j.andrewsdesign • Follow ...

 j.andrewsdesign Repaired, replaced and added on a much larger deck. Home owners already enjoying at added space.
75w

1 like
APRIL 15, 2021

Log in to like or comment.



Log into Instagram
Log in to see photos and videos from friends and discover other accounts you'll love.

Log in

Sign Up

WEST VIRGINIA DIVISION OF LABOR

1900 Kanawha Boulevard East - State Capitol Complex - Building 3, Room 200 - Charleston,
WV 25305



AFFIDAVIT

1. My name is Brian White and I am employed as the Licensing Section Manager with the West Virginia Division of Labor.
2. As part of my duties, I am familiar with the required qualifications and the process an applicant must undergo in order to obtain certain licenses in various fields, classifications, and specialties in West Virginia.
3. I am also the custodian of records for the Division of Labor and the Contractor Licensing Board (the "Board") that identify the individuals or businesses who have contractor licenses, the classifications for which they are licensed, and the dates the licenses were issued, expired, suspended, or revoked by the Board. These records also identify the persons or business entities that have been issued cease and desist orders for engaging in certain types of work without a valid license.
4. The Contractor Licensing Act (the "Act"), W. Va. Code §30-42-1 *et seq.*, provides that an individual, other than as an employee of another, or business entity must have a contractor's license to engage or offer to engage in contracting work if the total cost of the entire project, including all labor, materials, and supplies, is \$5,000 or more for residential work or \$25,000 or more for commercial work. Prior to June 15, 2021, the Act provided that a person or business must have had a contractor license to engage or offer to engage in contracting work if the total cost of the entire project, including all labor, materials, and supplies, was \$2,500 or more.
5. A search of the Licensing Section's records discloses that neither Jason Andrew Sansom, J. Andrews Revive and Design, nor J. Andrews Design LLC have ever applied for or been issued a contractor license by the Board, either as individuals or as a business entity.
6. The Supervision of Plumbing Work Act, W. Va. Code §21-14-1 *et seq.*, provides that a person must also have an individual license to perform or offer to perform plumbing work in West Virginia regardless of the cost of the project or job.

EXHIBIT

11

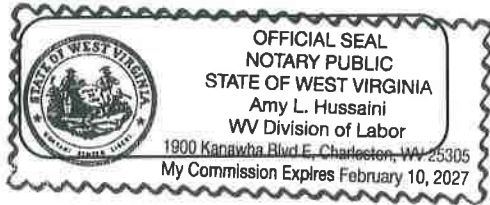
7. A search of the Licensing Section's records discloses that Jason Andrew Sansom has never applied for or been issued a master plumber's license, journeyman plumber's license, or a plumber-in-training license by the Division of Labor.

Brian White
Printed Name of Affiant

Brian White
Signature of Affiant

Taken, subscribed, and sworn before me on this 28 day of September, 2022, in Charleston, Kanawha County, West Virginia.

My Commission expires on Feb 10, 2027



Amyl Hussaini
Notary Public Signature

EXHIBIT
12

INVOICE



Lauren Basaldua

J. Andrews Design, LLC

1932 US Route 60 Suite B
Culloden, WV 25510

Phone: (681) 340-3134

Email: jasonsansom@jandrewsdesign.com

Web: www.jandrewsdesign.com

Payment Terms

Due upon receipt

Invoice #

000004

Date

05/02/2021

Description

Total

STAND-UP SHOWER REMODEL

\$1,548.87

12in. X 24in. Windsor White Shower Tile

\$391.68

Shower tile to be install vertically

HardieBacker Fiber Board

\$176.40

.25in. X 36in. X 60in.

Alabaster Sanded Grout

\$145.33

Shower Grout

MAPEI Tile Mortar

\$66.96

Labor Cost

Labor cost for shower install

\$768.50

HANG/FINISH DRYWALL IN MASTER BATH

\$1,092.12

USG SHEETROCK MOLD TOUGH DRYWALL

\$142.02

1/2in. X 4ft. X 8ft. UltraLight Mold Tough Sheetrock

USG Joint Compound

\$24.25

4.5 gal. All Purpose Ready-Mix Joint Compound

USG Sheetrock Brand Joint Tape

\$3.65

2-1/6in. X 250ft. Paper Drywall Joint Tape

Labor Cost

\$614.80

| | |
|--------------------------|----------|
| BHER Scuff Defense Paint | \$307.40 |
| Classic Silver | |

| | |
|---|-------------------|
| DAMAGED CEILING REPAIR (LV & BR) | \$1,286.44 |
|---|-------------------|

| | |
|--|----------|
| Repair Ceiling in Living Room | \$307.40 |
| Cut out damaged area, patch, mud, and re-stamp ceiling | |
| BHER Premium Plus Flat Ceiling Paint | \$133.69 |
| Paint to be used for all ceiling repair | |
| Ceiling Repair in Bedroom | \$845.35 |
| Install New Drywall over existing ceiling, tape, mud and paint | |

| | |
|---------------------------------------|-----------------|
| RESET / FINISH MASTER BATHROOM | \$307.40 |
|---------------------------------------|-----------------|

| | |
|--|----------|
| Labor Cost | \$307.40 |
| Reset and Finish out Master Bathroom, Replacing Vanity, Hang new Mirrors, Hang Light Fixtures, Paint & Primer, Clean | |

| | |
|---|-------------------|
| MASTER BATHROOM FLOORING INSTALL | \$1,115.66 |
|---|-------------------|

| | |
|--|----------|
| HOME DECORATORS COLLECTION LAMINATE | \$159.04 |
| Water Resistant EIR Silverton Oak - 8mm Thick X 7-1/2in. Wide X 50-2/3in. Length | |
| Traffic Master Underlayment | \$76.82 |
| Labor Cost | \$384.25 |
| BaseBoard | \$307.40 |
| Correction | \$188.15 |

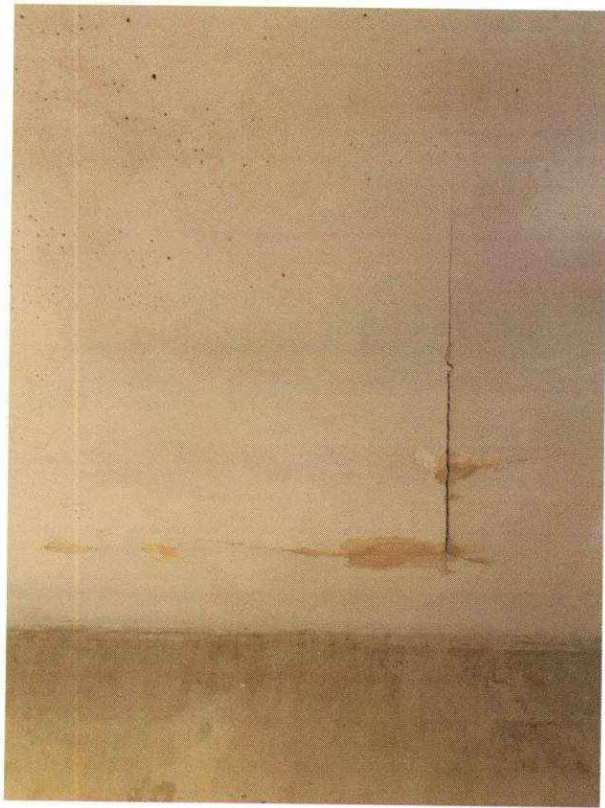
| | |
|-----------------|-------------------|
| Subtotal | \$5,350.49 |
| WV State Tax | \$121.57 |
| Total | \$5,472.06 |

Thank you for contacting us to be apart of your Home Project, we pride ourselves in our work and attention to detail. We are a Veteran Owned and Operated Company with strong ties to our Community and Home Town. We

believe in enhancing every project we are involved with and strongly recommend, you as the home owner to ask questions and be apart of your home project as much or as little as you wish. You can trust you are in good hands with our Team.

Thank you - Jason Sansom, Owner





3:11 📶 🔋

AA houzz.com 🔄

houzz 🔍 🛒 👤

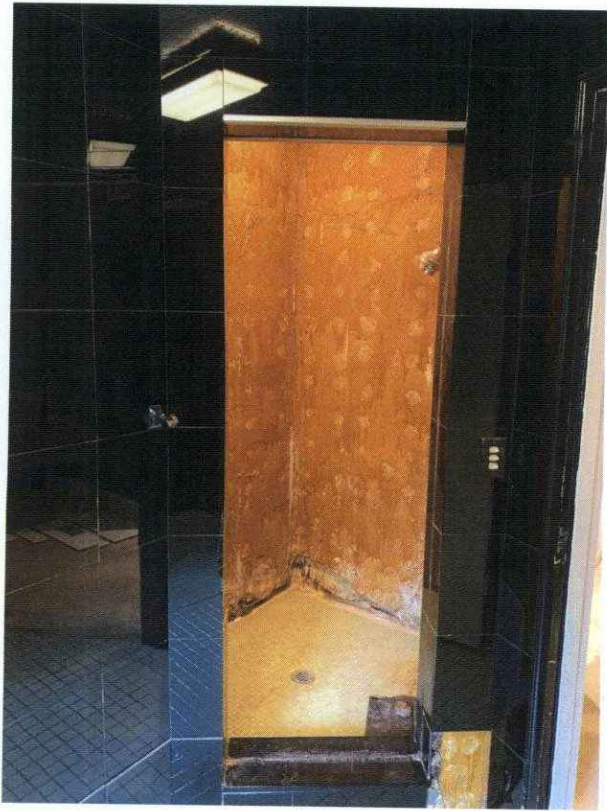
All Products > Bath > Bathroom Vanities > MPN: AC



[🖼️](#) [🖼️](#) [🖼️](#) [🖼️](#)

Dolce 48_ Double Sink Bathroom Vanity, White Quartz Countertop,

[🔍](#) [📖](#) [📄](#)





By signing this document, the customer agrees to the services and conditions outlined in this document.



Signed on: 06/11/2021

Lauren Basaldua

Change Order #1

Date May 22, 2021

This Change Order modifies and amends the provisions of Invoice #4 between J. Andrews Design, LLC and Lauren Basaldua.

| Description | Total |
|---|----------|
| Plumbing Hardware P-Trap, fittings, Connectors to existing plumbing, Labor | \$450.00 |

| | |
|-----------------|-----------------|
| Subtotal | \$450.00 |
| WV State Tax | \$27.00 |
| Total | \$477.00 |



Signed on: 06/11/2021

Jason Sansom



Signed on: 06/11/2021

Lauren Basaldua

EXHIBIT
13

Overall Summary

| | |
|-------------------------------|-------------------|
| Invoice Subtotal | \$5,350.49 |
| Change Order 1 Subtotal | \$450.00 |
| Change Orders Subtotal | \$450.00 |
| WV State Tax | \$148.57 |
| Total | \$5,949.06 |

Payments Summary

| | |
|-------------------------|-------------------|
| 04/23/2021 - Cash | \$4,000.00 |
| Paid Total | \$4,000.00 |
| Remaining Amount | \$1,949.06 |



Bathroom Remodel



Submitted By:

J. Andrews Design, LLC

204 Valley View Drive
Hurricane WV 25526

Mobile: (681) 340-3134

JasonSansom@jandrewsdesign.com

EXHIBIT

14

J. Andrews Design, LLC204 Valley View Drive
Hurricane WV 25526

Mobile: (681) 340-3134

JasonSansom@jandrewsdesign.com

**Estimator**

Jason Sansom

Mobile: 681-340-134

JasonSansom@jandrewsdesign.com

Customer

Elizabeth Liston

Estimate

| | |
|-------------|------------------|
| Job Name | Bathroom Remodel |
| Job Number | 24 |
| Issue Date | April 26, 2021 |
| Valid Until | May 26, 2021 |

| Item | Quantity | Unit Price | Amount |
|------|----------|------------|--------|
|------|----------|------------|--------|

Demo Master Bathroom**\$482.30***Demo / Haul Off Building Materials***Demo Labor Charge and Removal**

1 Ea

\$482.30 / Ea

\$482.30 ✓*Remove existing Walls, Drywall, Shower, Flooring to include possibly subfloor for relocating Shower, Toilet, Vanity.***Subfloor****\$198.92***T&G Oriented Strand Borad (Common 23/32in. X 4ft. X 8ft.***Subfloor**

2 Ea

\$99.46 / Ea

\$198.92 ✓**Mold Resistant Sheetrock****\$148.55****USG Sheetrock Brand**

7 Ea

\$21.22 / Ea

\$148.55 ✓*1/2in. X 4ft. X 8ft. UltraLight Mold Tough Drywall***Master Bath Flooring****\$191.54****Master Bathroom Flooring**

100 SF

\$1.92 / SF

~~\$191.54~~*MSI - Duttonwood Ash 7in. X 20in. Matte Ceramic Flooring***New Tile Shower Install****\$1,807.42****Schluter Systems**

1 Ea

\$719.32 / Ea

~~\$719.32~~ OK*Kerri-Shower 38in. X 60in. Off Center Shower Kit with PVC Flange***MSI Dymo Wavy White 12in. X 24in.**

112 SF

\$4.81 / SF

~~\$538.63~~

Estimate

April 26, 2021

| Item | Quantity | Unit Price | Amount |
|--|----------|---------------|---------------------|
| <i>Glossy Ceramic Tile - Wavy Finish - 12in. X 24in.</i> | | | |
| Shower Tile Accent / Recessed Area | 10 Ea | \$3.43 / Ea | \$34.31 |
| <i>MSI - Ice Beveled 12in. X 4in. X 8mm - Glass White Subway Tile</i> | | | |
| Shower Floor Tile | 15 Ea | \$17.90 / Ea | \$268.50 |
| <i>Jeffery Court - Bailey Grey Pebble 12in. X 12in. Honed Grey Lime Stone</i> | | | |
| Shower Fixture | 1 Ea | \$0.00 / Ea | \$0.00 |
| <i>Customer to purchase Shower Fixture</i> | | | |
| Broan-NuTone | 1 Ea | \$246.66 / Ea | \$246.66 |
| <i>ChromaComfort 110 CFM Ceiling Bathroom Exhaust Fan with Sensonic Stereo Bluetooth Speaker</i> | | | |

| | |
|--------------------------|-----------------|
| Plumbing Supplies | \$206.70 |
|--------------------------|-----------------|

| | | | |
|---|------|---------------|----------|
| Miscellaneous Plumbing | 1 Ea | \$206.70 / Ea | \$206.70 |
| <i>Plumbing Supplies for relocating</i> | | | |

| | |
|-----------------------|-----------------|
| Paint Supplies | \$148.77 |
|-----------------------|-----------------|

| | | | |
|---------------------------------|------|--------------|----------|
| BEHR Scuff Defense | 2 Ea | \$53.72 / Ea | \$107.43 |
| <i>Customer to choose color</i> | | | |
| Paint Supplies | 1 Ea | \$41.34 / Ea | \$41.34 |

| | |
|-------------------|-------------------|
| Labor Cost | \$1,272.00 |
|-------------------|-------------------|

| | | | |
|------------------------------------|------|-----------------|------------|
| <i>Labor Cost for Remodel</i> | | | |
| Master Bathroom Demo | 1 Ea | \$1,272.00 / Ea | \$1,272.00 |
| <i>Job Estimated Time 4-5 Days</i> | | | |

Pd 2500.00

| | |
|--------------------------|-----------------|
| Sliding Barn Door | \$376.30 |
|--------------------------|-----------------|

| | | | |
|--|------|---------------|----------|
| <i>Masonite</i> | | | |
| Masonite | 1 Ea | \$376.30 / Ea | \$376.30 |
| <i>36in. X 84in. Z-Bar Ash Gray Finished Composite Interior Sliding Barn Door Slab</i> | | | |

| | |
|-----------------|-------------------|
| Subtotal | \$4,832.50 |
| Tax | \$289.96 |
| Price | \$5,122.46 |

_____ Date 4/26/21
 Jason Sansom
 J. Andrews Design, LLC

_____ Date 4/26/21
 Elizabeth Liston

Minus items purchased by client

(owed) \$623.54 ← Pd \$2500.00 ← \$3,123.54³

J. Andrews Design, LLC

204 Valley View Drive
Hurricane WV 25526

Mobile: (681) 340-3134

JasonSansom@jandrewsdesign.com



Estimator

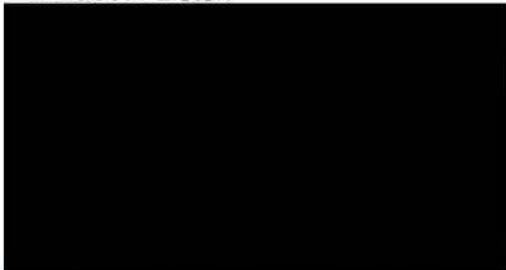
Jason Sansom

Mobile: 681-340-134

JasonSansom@jandrewsdesign.com

Customer

Elizabeth Liston

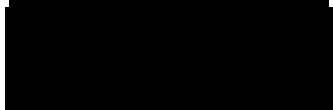


Payment Receipt

| | |
|----------------|------------------|
| Job Name | Bathroom Remodel |
| Job Number | 24 |
| Date | May 3, 2021 |
| Amount | \$2,500.00 |
| Payment Method | Check |



Mallisa Turner



J. Andrews Design, LLC
1932 US Route 60 Suite B
Culloden, WV 25510
Phone: (681) 340-3134
Email: jasonsansom@jandrewsdesign.com
Web: www.jandrewsdesign.com

Payment Terms: Due upon receipt
Invoice #: 000028
Date: 06/29/2021

Table with 2 columns: Description and Total. Rows include KITCHEN REMODEL (Total: \$22,272.64), Refinish and Paint Cabinet Doors (\$5,687.50), Sherman Williams Interior Paint (\$302.64), Install Kitchen Cabinets (\$1,592.50), Replace Granite Counter Top (\$10,400.00), New Kitchen Sink (\$1,690.00), Remove and Raise Top Kitchen Cabinets (\$1,690.00), and Cabinet Hardware (\$910.00).

EXHIBIT
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| | |
|--|---------|
| Labor Cost Per Hour | \$97.50 |
| Labor Cost per hour | |
| Tile Allowance | \$93.50 |
| Tile to be picked out by Customer at later date. this allowance is for \$.99 per sq. ft. | |

BACK DECK SIDING REPAIR / DOOR REPAIR \$357.50

| | |
|---|----------|
| General Repair Siding | \$260.00 |
| Exterior Siding, Exterior Door Trim at base of back door on main floor. | |
| Labor Cost Per Hour | \$97.50 |
| Labor Cost per hour | |

BASEMENT LIVING AREA REMODEL \$10,130.25

| | |
|--|------------|
| Flooring Cover Allowance | \$3,802.50 |
| Basic Installation, and Allowance for Floor Covering for Basement Area. Price includes Underlayment | |
| Labor Cost for Flooring Installation | \$2,427.75 |
| Labor Cost to instal basement flooring | |
| Bar Update Allowance | \$3,900.00 |
| This allowance is for new counter surface update and paint cabinets | |

KIDS REC ROOM \$1,862.25

| | |
|--|------------|
| Flooring Cover Allowance | \$1,053.00 |
| Basic Installation, and Allowance for Floor Covering for Basement Area. Price includes Underlayment | |
| Flooring Install Labor Cost | \$809.25 |
| Instal Underlayment, Instal Laminate Flooring. | |

BEDROOM 1 (BLUE ROOM) \$2,919.16

| | |
|---|------------|
| New Carpet Replacement | \$1,752.08 |
| New Carpet Allowance | |
| Carpet Install | \$1,167.08 |
| Installation of new carpet includes padding | |

| | |
|---|----------|
| Flooring Install Labor Cost | \$485.55 |
| Install Underlayment, Install Laminate Flooring | |

UPSTAIRS SNACK BAR (SUGGESTION) \$4,496.05

| | |
|---|----------|
| Flooring Cover Allowance | \$760.50 |
| Basic Installation, and Allowance for Floor Covering for Basement Area. | |
| Price includes Underlayment | |

| | |
|---|----------|
| Labor Cost for Flooring Installation | \$485.55 |
| Labor Cost to Install basement flooring | |

| | |
|---------------------------------|------------|
| Snack Bar Appliances | \$3,250.00 |
| Mini Fridge, Shelving, Cabinets | |

STAIRWAY \$7,150.00

| | |
|--------------------|------------|
| Stairway Allowance | \$7,150.00 |
|--------------------|------------|

\$0.00

| | |
|----------------------------|--------------------|
| Subtotal | \$92,114.72 |
| WV State Tax | \$5,526.88 |
| Total | \$97,641.60 |
| 2nd Payment October | \$30,000.00 |

Payments Summary

| | |
|--------------------------|--------------------|
| 06/29/2021 - Check #1001 | \$30,000.00 |
| Paid Total | \$30,000.00 |
| Remaining Amount | \$67,641.60 |

ESTIMATE

Andrew Douglas Bane



J. Andrews Design, LLC

1932 US Route 60 Suite B
Culloden, WV 25510

Phone: (304) 390-4467

Email: jasonsansom@jandrewsdesign.com

Web: www.jandrewsdesign.com

Estimate # 000066
Date 12/03/2021

| Description | Total |
|-------------|-------|
|-------------|-------|

| | |
|--|-----------------|
| BATHROOM 1 REMODEL (DOWNSTAIRS) | \$841.77 |
|--|-----------------|

| | |
|--|---------|
| Scott's Painters Tape <i>Took with him</i> | \$22.48 |
|--|---------|

| | |
|----------------|---------|
| Ram Board Tape | \$29.64 |
|----------------|---------|

| | |
|-----------|---------|
| Ram Board | \$59.36 |
|-----------|---------|

Ram Board to Cover Floor areas to prevent damage

| | |
|------------------------------------|----------|
| Demo / Haul Off Building Materials | \$500.00 |
|------------------------------------|----------|

Remove plaster walls to studs, bag up demo, haul off half to Sherwin-Williams dumpster. 7 black bags were disposed of in Customers trash behind home. Vacuum and clean areas.

| | |
|-----------------------------------|---------|
| Trip Charge <i>Never on quote</i> | \$90.00 |
|-----------------------------------|---------|

3 trips to job site, this is to include drive time and fuel.

| | |
|--------------|--------|
| Tile Samples | \$5.99 |
|--------------|--------|

Tile sample was ordered through tilebar.com. Customer was only charged for tile sample he choose. J. Andrews Design, paid for tile sample to be ordered and delivered.

| | |
|--------------------|--------|
| Material Selection | \$0.00 |
|--------------------|--------|

J. Andrews Design, sat with customer total of approx. 1 hour to let customer choose materials for remodel. This fee is normally 65.00 an hour but customer was not charged this fee. J. Andrews Design never used design program to show customer rendering.

| | |
|--|---------|
| James Hardie Waterproof Backer <i>No Receipt</i> | \$49.34 |
|--|---------|

HydroDefense Technology Backer Board

| | |
|--|---------|
| USG SheetRock Brand <i>No Receipt/ Moldy</i> | \$84.96 |
|--|---------|

1/2in. X 4ft. X 8ft UltraLight Drywall

| |
|----------------|
| EXHIBIT |
| 16 |

| | |
|-----------------|-----------------|
| Subtotal | \$841.77 |
| WV State Tax | \$58.92 |
| Total | \$900.69 |

Notes:

J. Andrews Design installed ram board in front entry way to downstairs guest bathroom, applied ram board tape too secure to floor. During demo J. Andrews Design taped trim around guest bathroom door frame.

J. Andrews Design demoed guest bathroom except for existing plumbing for drain. Cease order was giving to J. Andrews Design, for plumbing work. This prevented demo of drain pipe and one floor board.

J. Andrews Design, removed all plaster walls and trim from guest bathroom, vacuumed and cleaned guest bathroom.

J. Andrews Design, vacuumed front entry way, bathroom, and kitchen area. Cleaned and organized so that we could have work space in kitchen.

J. Andrews Design, has canceled job due to cease orders given by State. Customer paid a 3,000 dollar deposit for job, and customer has been refunded \$2,099.31. Refund was paid in Cash!

Thank you for contacting us to be apart of your Home Project, we pride ourselves in our work and attention to detail. We are a Veteran Owned and Operated Company with strong ties to our Community and Home Town. We believe in enhancing every project we are involved with and strongly recommend, you as the home owner to ask questions and be apart of your home project as much or as little as you wish. You can trust you are in good hands with our Team. We are insured but currently in the process of becoming a licensed contractor.

Thank you - Jason Sansom, Owner

INVOICE



J. Andrews Design, LLC
1932 US Route 60 Suite B
Culloden, WV 25510
Phone: (304) 390-4467
Email: jasonsansom@jandrewsdesign.com
Web: www.jandrewsdesign.com

Andrew Douglas Banc



Payment Terms Due upon receipt
Invoice # 00004
Date 08/09/202

Description Total

BATHROOM DEMO FIRST FLOOR \$1,685.70

Tile Allowance \$269.70

Tile to be picked out by Customer at later date, this allowance is for 8.99 per sq. ft. Price includes Mortar and Grout

Toilet \$240.00

Labor Cost \$816.00

Plumbing Supplies \$360.00

BATHROOM REMODEL SECOND FLOOR \$3,892.22

Tile Floor Material Cost \$1,003.80

Tile flooring allowance. Mortar Mix and Grout included in cost. Customer to choose tile from design

Plumbing and Vanity \$540.00

Custom Built-Ins \$240.00
 Customer Requests Larger Built-ins in Bathroom
Labor Cost Guest Bathroom \$840.00
 Labor Cost includes installing all new items and flooring in second floor bathroom

PAINTING

Labor Cost Bathroom Painting **\$360.00**
 Discount Price for Painting both Bathrooms \$360.00

Subtotal **\$5,937.92**
Discount \$500.00
 WV State Tax \$280.12
 Total \$5,718.04
Start Date **\$2,000.01**

Payments Summary

08/09/2021 - Cash **\$3,000.00**
Paid Total **\$3,000.00**
Remaining Amount **\$2,718.04**

Payment Schedule

Deposit (52%) \$3,000.01
 Start date (35%) \$2,000.01

Notes:

J. Andrews Design, LLC will provide above services for Downstairs Half Bath Remodel and Second Floor Bathroom Remodel.

J. Andrews Design, LLC will Remodel Downstairs Half Bath with bringing the floor level if possible, Building Custom Built-ins for Storage, Changing out Vanity and Plumbing, Replacing Toilet and Finishing out Bathroom.

Note* - Downstairs Half Bath Cost might be higher once flooring is removed to bring floor to level. J. Andrews Design, LLC will communicate with Customer if any changes or additional cost occur.

J. Andrews Design, LLC will Remodel Second Floor Bathroom with Removing Existing Tile and Vanity, Removing Toilet and re-using once bathroom is complete. Installing New Tile, New Vanity New Plumbing, New Lighting, Exhaust Fan with New Duct Work, Custom Built-ins, and Painting Bathroom once complete.

Thank you for contacting us to be apart of your Home Project, we pride ourselves in our work and attention to detail. We are a Veteran Owned and Operated Company with strong ties to our Community and Home Town. We believe in enhancing every project we are involved with and strongly recommend, you as the home owner to ask questions and be apart of your home project as much or as little as you wish. You can trust you are in good hands with our Team. We are insured but currently in the process of becoming a licensed contractor.

Thank you - Jason Sansom, Owner

RECEIVED

DEC 27 2021



ATTORNEY GENERAL'S OFFICE



J. Andrews Design, LLC
 1932 US Route 60 Suite B
 Culloden, WV 25510
 Phone: (304) 390-4467
 Email: jasonsansom@jandrewsdesign.com
 Web: www.jandrewsdesign.com

Roger Robertson

Payment Terms Due upon receipt
 Invoice # 000042
 Date 08/06/2021

| Description | Total |
|--|--------------------|
| MASTER BATHROOM | \$16,974.30 |
| Demo / Haul Off (Standard 10x10) | \$472.50 |
| Standard Pricing for Bathroom Demo 10x16, Demo Existing Bathroom 10x16, Contractor Grade Woven Bags, Haul Off and Disposal | |
| Free Standing Bathtub | \$733.95 |
| Vanity Art - Valence 71in. Acrylic Flatbottom Freestanding Bathtub in White | |
| Tile Floor Covering Allowance | \$2,402.40 |
| Merola Tile - Classico Carrara Hexagon 7in. X 8in. Porcelain Floor Tile | |
| Flooring Install Labor Cost | \$1,575.00 |
| Installing Tile Flooring in Master Bathroom | |
| Custom Built-In Master Bathroom | \$945.00 |
| Custom Built-ins Installed on each side of Master Tub - Includes Material Cost | |
| American Standard Toilet | \$303.45 |
| Optum VorMax Complete Tall 2-piece 1.28 GPF Elongated Toilet in White with Slow Closed Seat | |
| Home Networks Exhaust Fan | \$156.45 |
| 110 CFM Ceiling Mount Bathroom Exhaust Fan with Bluetooth Speakers and LED Light | |
| Master Bathroom Area | |
| Broan-NuTone Exhaust Fan | \$95.55 |
| Toilet Area Exhaust Fan | |
| Master Bathroom Shower Allowance | \$4,200.00 |

EXHIBIT

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| | |
|---|-------------------|
| Master Bathroom Allowance for Shower, includes tile, fixtures, door and Showers System | |
| Labor Cost Master Bathroom | \$2,310.00 |
| Labor Cost to install new plumbing and bathroom vanity, toilet and shower. Tile Shower with Shower System | |
| Vanity and Mirrors | \$2,625.00 |
| Vanity Area Allowance | |
| Labor Cost Bathroom Painting | \$630.00 |
| Plumbing Supplies | \$525.00 |
| HALF BATHROOM UPDATE | \$1,231.20 |
| Kohler Pedestal Sink | \$335.55 |
| Archer Vitreous Sink | |
| Bathroom Hardware | \$78.75 |
| Towel Holder, Toilet Paper Holder | |
| Sink Faucet | \$93.45 |
| Labor Cost | \$420.00 |
| Remove and Install New Items | |
| American Standard Toilet | \$303.45 |
| Optum VorMax Complete Tall 2-piece 1.28 GPF Elongated Toilet in White with Slow Closed Seat | |
| JACK AND JILL BATHROOM | \$7,038.86 |
| Vanity Allowance | \$2,100.00 |
| Mirrors | \$361.16 |
| Lighting | \$186.90 |
| Laminate Flooring Allowance | \$863.63 |
| Labor Cost for Flooring Installation | \$337.27 |
| Labor Cost to install Flooring | |
| Tub Install and Allowance | \$840.00 |
| Bathroom Hardware | \$525.00 |

| | |
|---|-------------------|
| Shower Fixture, Faucets and Towel Holders etc. | |
| Labor Cost | \$1,365.00 |
| Install New Items and Remove Existing | |
| American Standard Toilet | \$303.45 |
| Optum VorMax Complete Tall 2-piece 1.28 GPF Elongated Toilet in White with Slow Closed Seat | |
| Home Networks Exhaust Fan | \$156.45 |
| 110 CFM Ceiling Mount Bathroom Exhaust Fan with Bluetooth Speakers and LED Light | |
| Master Bathroom Area | |
| PAINTING | \$1,147.78 |
| Painting Labor Cost | \$945.00 |
| Painting Labor Cost for Base Trim, Windows, Doors for Remodeling Areas, to Include Living Room, Upstairs Jack & Jill, and Guest Bathroom. | |
| Sherman Williams Interior Paint | \$97.78 |
| Alabaster | |
| Painting Supplies | \$105.00 |
| Painting Supplies include: Tape, Film, Plastic Covering, Rollers, and Brushes. Rollers and Brushes are used even when spraying the Exterior of a Home. Back Rolling is a common practice to prevent Drips and Runs. | |
| DOOR HARDWARE | \$619.09 |
| Schalge Door Lever | \$409.09 |
| Accent Aged Bronze Privacy Bed/Bath Door Lever | |
| Labor Cost | \$210.00 |
| Remove and Install new Door Handles | |
| GUEST BATHROOM | \$811.02 |
| American Standard Toilet | \$303.45 |
| Optum VorMax Complete Tall 2-piece 1.28 GPF Elongated Toilet in White with Slow Closed Seat | |
| Laminate Flooring Allowance | \$245.07 |
| Labor Cost Install | \$262.50 |

| | |
|----------------------------------|--------------------|
| Subtotal | \$27,822.25 |
| Discount | \$250.00 |
| WV State Tax | \$1,654.34 |
| Total | \$29,226.59 |
| 2nd Payment (October 1st) | \$10,000.00 |

Payment Schedule

| | |
|---------------------------------|-------------|
| Deposit (44%) | \$13,000.00 |
| 2nd payment (october 1st) (34%) | \$10,000.00 |
| 3rd payment (remaining) (13%) | \$3,671.11 |

Notes:

J. Andrews Design, LLC will work with Customer to Remodel Master Bathroom.

J. Andrews Design, LLC will install items listed above, Flooring to be purchased by Customer. J. Andrews Design, LLC can purchase flooring at Customers request once flooring has been decided.

J. Andrews Design, LLC can schedule For middle October 2021, Project should last three weeks. Monday-Friday.

J. Andrews Design, LLC request a deposit of \$13,000 to book time slot. Receipt will be given once Customer pays online.

We can schedule a sit down design studio time to change things around if customer wishes.

Thank you for contacting us to be apart of your Home Project, we pride ourselves in our work and attention to detail. We are a Veteran Owned and Operated Company with strong ties to our Community and Home Town. We believe in enhancing every project we are involved with and strongly recommend, you as the home owner to ask questions and be apart of your home project as much or as little as you wish. You can trust you are in good hands with our Team. We are insured but currently in the process of becoming a licensed contractor.

Thank you - Jason Sansom, Owner