

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

STATE OF WEST VIRGINIA ex rel.
JOHN B. McCUSKEY, Attorney General,

Plaintiff,

v.

CIVIL ACTION NO. _____
JUDGE _____

PATRIOT ROOFING & FRAMING, LLC,
a West Virginia limited liability corporation, and
JOHN M. COOK, individually and as sole member/
manager of Patriot Roofing & Framing, LLC,

Defendants.

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

Plaintiff, the State of West Virginia ex rel. John B. McCuskey, Attorney General (the “State” or “Attorney General”), brings this action asking the Court to permanently enjoin the above-named Defendants Patriot Roofing & Framing, LLC and John M. Cook (collectively, “Defendants”) 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. The State asserts Defendants have violated the WVCCPA and seeks an order of restitution for aggrieved individuals who have been harmed by Defendants’ conduct and further seeks injunctive relief, an award of civil penalties and other appropriate relief against each of the Defendants for their repeated and willful conduct.

1. PARTIES

1. Plaintiff John B. McCuskey 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.*

2. Defendant John M. Cook (hereinafter “Cook”) upon information and belief resides at 88 Arrowhead Drive, Winfield, West Virginia 25213.

3. Patriot Roofing & Framing, LLC (hereinafter “Patriot Roofing”) incorporated as a limited liability corporation with the West Virginia Secretary of State on February 25, 2019.

4. Patriot Roofing & Framing, LLC’s principal address registered with the West Virginia Secretary of State is 1700 Thistlewood Drive, Hurricane, West Virginia 25526.

5. Cook is the sole member and manager of Patriot Roofing.

6. At all times relevant to this action, Cook controlled and directed the business activities and sales conduct of Patriot Roofing, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.

7. Upon information and belief, Cook had no permanent employees.

8. Upon information and belief, Defendant Patriot Roofing has never had any assets or property, was never capitalized, and never held a liability insurance policy covering the primary risks of the business.

9. Upon information and belief, there is such a unity of interest and ownership that the separate personalities of Patriot Roofing and Cook no longer exists.

10. Upon information and belief, funds that were unlawfully obtained from West Virginia consumers were diverted to Cook’s personal use.

11. Injustice will result if Cook is allowed to be shielded from personal liability for violation of the WVCCPA by the sham veil of Patriot Roofing, and the public will be left without remedy for their unlawful acts.

12. Defendants engage in the business of providing home improvement contract work to consumers in West Virginia. Specifically, Defendants repair and replace residential roofing, siding, guttering, and other home improvement work as contracted. As such, Defendants' business practices are subject to the provisions set forth in the West Virginia Consumer Credit and Protection Act, W. Va. Code §§ 46A-1-101, *et seq.*, which is enforced by the Attorney General pursuant to W. Va. Code §§ 46A-7-101, *et seq.* and Legislative Rule 142, Series 5 ("the Home Improvement Rule").

II. JURISDICTION AND VENUE

13. 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.

14. 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

15. After receiving several complaints from consumers in Kanawha and other West Virginia counties, the State commenced an investigation of the Defendants' business practices in May 2024.

16. Consumers who complained to the Attorney General's Consumer Protection Division met with the Cook at their homes, engaged his services for improvements to their homes, primarily roofing, and paid him substantial deposits in the spring and summer of 2023.

17. Most of these consumers never saw Cook again.

18. In two instances, Cook had some materials delivered to the consumers' homes but never performed any work.

19. Cook responded to consumers' complaints promising refunds or that he would resolve their complaints in some other manner.

20. On September 19, 2024, the Consumer Protection Division received an email from Cook stating:

I'm working on a way to get EVERY customer their refund as quickly as possible. My goal is to have everyone paid back and all outstanding complaints resolved before the end of the year. I promise this will get taken care of ASAP.

Emphasis in original. A copy of the email is attached hereto and incorporated herein by reference as Exhibit A.

21. Cook did not refund consumers' deposits.

22. The Contractor Licensing Board reports that Cook had an active residential contractor's license from February 26, 2019, until September 8, 2024, at which time his license was placed in inactive status. His license was reactivated on December 23, 2024. See email from the West Virginia Contractor Licensing Board dated June 30, 2025, a copy of which is attached hereto and incorporated herein by reference as Exhibit B.

IV. STATEMENT OF FACTS

23. The complaints filed with the Attorney General and summarized herein illustrate Defendants' unfair or deceptive acts or practices in the conduct of a home improvement contracting business.

24. The majority of the consumers who filed complaints with the Attorney General paid a deposit to the defendants and received nothing. Those consumers were Mincha Foster, Stephen Huffman, and Kathryn Parcell.

Mincha Foster

25. Mincha Foster met with Cook at her home on August 21, 2023, to discuss installing a new roof on her home.

26. Cook provided Foster with an estimate of \$10,400.00 for the project. A copy of the estimate is attached hereto and incorporated herein by reference as Exhibit C.

27. Cook informed Foster that a fifty percent downpayment was needed to purchase the materials for the project.

28. Foster paid Cook \$6,500.00 by cashier's check on August 23, 2023. A copy of the cancelled check is attached hereto and incorporated herein by reference as Exhibit D.

29. Although Foster called and texted Cook many times, Cook did not return to install the roof and ignored her requests to cancel the project and receive a refund. When these efforts failed, Foster filed a complaint with the Nitro Police Department on March 28, 2024.

30. The police officer who took the complaint contacted Foster on or about April 10, 2024, and stated that Cook had promised to refund her money.

31. Cook did not refund Foster's money and never began work on the project.

32. Cook did not provide Foster with a written contract that included a start date or an estimated completion date; his Contractor Licensing Board classification; his workers compensation policy number and unemployment insurance account number; or a notice of her right to cancel within 3 days.

Stephen Huffman

33. Stephen Huffman contracted with the Defendants to make a repair on his roof on August 8, 2023. After completing the repair, Cook told Huffman that the roof appeared to have been damaged by a hailstorm.

34. Huffman filed a claim with his insurance company regarding the reported hail damage.

35. Huffman met with Cook on August 30, 2023, at which time Cook prepared an estimate to replace the roof for \$12,095.00. A copy of the estimate is attached hereto and incorporated herein by reference as Exhibit E.

36. Cook informed Huffman that a fifty percent downpayment was needed to purchase the materials for the project.

37. Huffman paid Cook \$6,047.50 with his credit card by Cash App on August 30, 2023. A copy of the statement is attached hereto and incorporated herein by reference as Exhibit F.

38. Huffman received payment on his insurance claim on or about September 12, 2023.

39. When Cook did not return to install the roof and did not provide Huffman with a refund, Huffman contacted the Charleston Police Department and also filed a complaint with the Attorney General's Consumer Protection Division.

40. Cook did not provide Huffman with a written contract that included a start date or an estimated completion date; his Contractor Licensing Board classification; his workers compensation policy number and unemployment insurance account number; a notice of the right to cancel within three days; or, a notice of the right to cancel under the provisions of the Storm Scammer Consumer Protection Act, W. Va. § 46A-6M-3.

41. Cook required Huffman to pay a downpayment for the roof installation prior to the expiration of Huffman's right to cancel under W. Va. § 46A-6M-3.

42. Cook never received a refund of his deposit.

Kathryn Parcell

43. Kathryn Parcell met with Cook on August 11, 2023, at which time Cook prepared an estimate to replace Parcell's roof for \$7,400.00. A copy of the estimate is attached hereto and incorporated herein by reference as Exhibit G.

44. Cook informed Parcell that a fifty percent downpayment was needed to purchase the materials for the project.

45. Parcell paid Cook \$2,000.00 in cash on August 11, 2023, and another \$2,000.00 in cash on September 21, 2023.

46. Parcell and Cook agreed that work on the project would begin by November 6, 2023.

47. When Cook did not return to begin work on the project, Parcell attempted to contact him many times but received no response. On December 11, 2023, she filed a complaint with the Attorney General's Consumer Protection Division.

48. Cook did not refund any of Parcell's downpayment and never performed any work on her roof.

49. Cook did not provide Parcell with a written contract that included a start date or an estimated completion date; his Contractor Licensing Board classification; his workers compensation policy number and unemployment insurance account number; or a notice of Parcell's right to cancel within three days.

Jason McCallister

50. Jason McCallister met with Cook on April 13, 2023, at which time Cook prepared an estimate to replace McCallister's roof for \$16,058.00 after applying a "vet discount." A copy of the estimate is attached hereto and incorporated herein by reference as Exhibit H.

51. Cook informed McCallister that a fifty percent downpayment was needed to purchase the materials for the project.

52. McCallister paid Cook \$8,000.00 by check number 1019 on July 26, 2023. A copy of the cancelled check is attached hereto and incorporated herein by reference as Exhibit I.

53. At some time during the summer of 2023, Cook had materials (underlayment and nails) delivered to McCallister's home. Photographs of the materials are attached hereto and incorporated herein by reference as Exhibit J.

54. After many unsuccessful attempts to contact Cook to return to perform the work or to refund his money, McCallister hired another contractor to perform the work. This contractor estimated the value of the materials delivered by defendants to be \$500.00. McCallister sold the materials to the contractor for that amount.

55. Cook did not refund any of McCallister's downpayment and never performed any work on his roof.

56. Cook did not provide McCallister with a written contract that included a start date or an estimated completion date; his Contractor Licensing Board classification; his workers compensation policy number and unemployment insurance account number; or a notice of McCallister's right to cancel within three days.

David Boggess

57. David Boggess met with Cook on August 11, 2023, at which time Cook prepared an estimate to replace Boggess' roof for \$10,790.00. A copy of the estimate is attached hereto and incorporated herein by reference as Exhibit K.

58. Cook informed Boggess that a fifty percent downpayment was needed to purchase the materials for the project.

59. Boggess paid \$5,395.00 by check number 9753 that day. A copy of the cancelled check is attached hereto and incorporated herein by reference as Exhibit L.

60. Cook told Boggess that he would begin work on the roof by September 12, 2023.

61. Work did not begin on September 12, 2023, and Cook did not contact Boggess, but some underlayment materials were delivered on October 16, 2023. Cook told Boggess that work would begin the following week. It did not.

62. After multiple unsuccessful attempts to get Cook to install his roof or provide a full refund, Boggess filed a complaint with the Attorney General on February 1, 2024.

63. Boggess eventually hired another contractor to install his roof. Because the new contractor would not use the materials delivered by Cook, Boggess sold the materials at auction for \$500.00.

64. Cook did not refund any of Boggess' downpayment and never performed any work on his roof.

65. Cook did not provide Boggess with a written contract that included a start date or an estimated completion date; his Contractor Licensing Board classification; his workers compensation policy number and unemployment insurance account number; or a notice of Boggess's right to cancel within three days.

V. APPLICABLE LAW

General Consumer Protection

66. In 1974, the Legislature enacted the WVCCPA, 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." *Harper v. Jackson Hewitt, Inc.*, 106 S.E. 2d 63, 72 (W. Va. 2010). 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.

67. In order to meet its obligation to enforce the WVCCPA, the Legislature authorized the Attorney General's office to conduct formal investigations, W. Va. Code § 46A-7-104, and to bring civil actions for an injunction and "other appropriate relief," W. Va. Code § 46A-7-108. Such

relief may include consumer refunds, disgorgement of ill-gotten gains, debt cancellation, and other measures necessary to secure complete justice, including an award of costs and attorney's fees. 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."

68. 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(5).

69. 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(6).

Unfair or Deceptive Acts or Practices

70. The WVCCPA contains an all-encompassing, blanket prohibition against "[un]fair 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 fifteen (15) types of conduct that constitute per se violations, W. Va. Code § 46A-6-102(7), but the list is not intended to be all inclusive. *Id.*

71. Among other things, the WVCCPA prohibits:

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(7)(M); and,

Engaging in any other conduct which similarly creates a likelihood of confusion or of misunderstanding[.]

See W. Va. Code § 46A-6-102(7)(M).

Laws Governing Contracting and Home Improvement Services

72. The provision of home improvement or contracting services to natural persons for a personal, family, household or agricultural purpose constitutes a “consumer transaction” as defined by W.Va. Code § 46A-6-102(2). As such, the defendants are subject to the regulatory authority of the Attorney General under the WVCCPA as set forth in W.Va. Code § 46A-7-102(1)(a).

73. The provision of home improvement contracting services to consumers also falls within the regulatory authority of the Attorney General under 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”), W. Va. C.S.R. § 142-5 *et seq.* Specifically, the Home Improvement Rule defines “home improvement” to mean:

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, largescale replanting or reseeding or engaging in the substantial remodeling or repair of any portion of an existing home or noncommercial structure or building.

W. Va. C.S.R. § 142-5-2.6.

74. The Home Improvement Rule requires a written contract that includes an approximate completion date, W. Va. C.S.R. § 142-5-3.1, and a buyer’s right to rescind the contract within three business days of the contract date, W. Va. C.S.R. 142-5-3.1.2.

75. The Home Improvement Rule provides that it is an unfair or deceptive act or practice for a contractor to:

- a. Fail to substantially complete a project, W. Va. C.S.R. 142-5-3.1.8;
- b. Fail to complete a project by the completion date in the contract, W. Va. C.S.R. § 142-5-3.1.12
- c. Fail to provide the buyer a notice of his/her right to cancel the contract within three business days of the date of the contract, W. Va. C.S.R. 142-5-3.2, in the form and using the language required by W. Va. C.S.R. 142-5-3.2.2.

76. The Home Improvement Rule applies even if the particular project would not require a contractor's license.

77. Any violation of the Home Improvement Rule constitutes a violation of the WVCCPA. W. Va. C.S.R. § 142-5-1.7.

78. The West Virginia Contracting Licensing Act, W. Va. § 30-42-1, *et seq.* requires a written contract for all contracting work performed with an aggregate value of \$10,000.00 or more, including labor and materials. The West Virginia Contractor Licensing Board's Legislative Rule 28, Series 4, Written Contracts for Services, establishes the minimum requirements in a written contract for construction projects.

79. All contracts for construction projects in West Virginia must include, among other things,

- a. A starting date and completion date, W. Va. C.S.R. § 28-4.1.7;
- b. The contractor's classification and license number, W. Va. C.S.R. § 4.1.11;
- c. The contractor's workers compensation policy number and unemployment insurance account number, W. Va. C.S.R. § 28-4.1.13
- d. The contractor's signature, printed name, title, date, taxpayer id, business telephone number and email address, W. Va. C.S.R. § 28-4.1.15.

The Federal Trade Commission Cooling-Off Rule

80. The sale of goods or services to consumers at their homes constitutes “door-to-door sales” as defined by the Federal Trade Commission Rule Concerning Cooling-Off Period for Sales Made at Homes or at Certain Other Locations (“FTC Cooling-Off 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 accompanied by a notice of cancellation in duplicate in the manner and form prescribed by the FTC Cooling-Off Rule.

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

82. Any violation of the FTC Rule, the Contractor Licensing Act, the Home Improvement Rule, or any other law or regulation intended to protect the public and foster fair and honest competition is an unfair or deceptive act or practice in violation of the WVCCPA. W.Va. Code § 46A-6-104.

The Storm Scammer Consumer Protection Act

83. The Storm Scammer Consumer Protection Act, W. Va. Code §§ 46A-6M-1, *et seq.* provides:

An owner, who . . . enters into a contract with a roofing contractor to provide goods or services related to a roof system of residential real estate and who expects the goods or services to be paid from the proceeds of a property and casualty insurance policy, may cancel the contract prior to midnight of the fifth business day after the owner has received notice from the insurer that all or part of the claim is not a covered loss under the property and casualty insurance policy.

W. Va. Code § 46A-6M-2(a).

84. Prior to entering into a contract for the repair or replacement of a residential roof, a roofing contractor must provide the owner of the real estate with the following:

A statement in at least ten point boldface type that states: "Because you expect all or part of the cost of the roofing repair or replacement to be paid out of the proceeds of a property and casualty insurance policy, you may cancel this contract at any time before midnight on the fifth business day after you have received written notification from your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy. **This right to cancel is in addition to any other rights of cancellation you may have under state or federal law or rule or regulation.** However, be advised that if you cancel this contract, you are still responsible to pay the reasonable and customary expenses of any emergency repair services you authorized. See the attached Notice of Cancellation form for an explanation of this right."

W. Va. Code § 46A-6M-3(3) (emphasis added).

85. The roofing contractor is also required to provide a fully completed form in duplicate captioned "NOTICE OF CANCELLATION" attached to the contract and including statutory language set forth in W. Va. Code § 46A-6M-3(4).

86. The roofing contractor is prohibited from requiring any advance payment when payment is expected to be made from proceeds of an insurance policy until the cancellation period is expired. W. Va. Code § 46A-6M-4(a).

FIRST CAUSE OF ACTION
(Failure to perform the contract)

87. The State restates and realleges the allegations set forth in paragraphs number 1 through 86 as if each were fully set forth herein in its entirety.

88. The Defendants contracted with consumers for home improvement goods and services and failed to provide those goods and services as agreed.

89. Defendants' failure to provide home improvement goods and services for which they had contracted with consumers is an unfair or deceptive act or practice in violation of W. Va.

§ 46A-6-104 as defined by W. Va. Code § 46A-6-102(7)(L), -(M) and the Home Improvement Rule, 5 W. Va. C.S.R. § 3.1.8.

SECOND CAUSE OF ACTION
(Failure to provide consumers with refunds as promised)

90. The State restates and realleges the allegations set forth in paragraphs number 1 through 86 as if each were fully set forth herein in its entirety.

91. The Defendants accepted payments from consumers for home improvement goods and services it never provided.

92. The Defendants promised consumers refunds of their payments and failed and refused to provide those refunds.

93. Defendants failure to provide consumers with refunds as promised 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)(L), -(M)

THIRD CAUSE OF ACTION
(Failure to provide Notice of Three-Day Right to Cancel)

94. The State restates and realleges the allegations set forth in paragraphs number 1 through 86 as if each were fully set forth herein in its entirety.

95. Defendants did not provide consumers with a notice of their right to cancel their contracts within three business days after the date of the contract as required by 16 C.F.R. 429.1 (the FTC Cooling Off Rule) and the Home Improvement Rule, 5 W. Va. C.S.R. 3.2.2.

96. Defendants' failure to provide said notice of right to cancel as required is an unfair or deceptive act or practice in violation of W. Va. Code § 46A-6-104 as set forth in 16 C.F.R. 429.1 (the FTC Cooling Off Rule) and the Home Improvement Rule, 5 W. Va. C.S.R. 3.2.2.

FOURTH CAUSE OF ACTION
(Failure to comply with the Storm Scammer Consumer Protection Act, W. Va. Code § 46A-6M-1, et seq.)

97. The State restates and realleges the allegations set forth in paragraphs number 1 through 86 as if each were fully set forth herein in its entirety.

98. The Defendants did not provide consumers with their notice of right to cancel as required by the Storm Scammer Consumer Protection Act. Failure to provide consumers with this notice violates W. Va. Code § 46A-6M-3(3) and is an unfair or deceptive act or practice as defined by W. Va. Code § 46A-6-102(7)(M) in violation of W. Va. Code § 46A-6-104.

99. The Defendants did not provide consumers with a completed form captioned “NOTICE OF CANCELLATION” as required by the Storm Scammer Consumer Protection Act. Failure to provide consumers with this completed form violates W. Va. Code § 46A-6M-3(4) and is an unfair or deceptive act or practice as defined by W. Va. Code § 46A-6-102(7)(M) in violation of W. Va. Code § 46A-6-104.

100. The Defendants required advanced payment from consumers, who expected that all or part of the payment would be made from proceeds of an insurance policy, prior to the expiration of the cancellation period as prohibited by the Storm Scammer Consumer Protection Act. Such conduct violates W. Va. Code § 46A-6M-4(a) and is an unfair or deceptive act or practice as defined by W. Va. Code § § 46A-6-102(7)(L), -(M) in violation of W. Va. Code § 46A-6-104.

FIFTH CAUSE OF ACTION
(Failure to comply with disclosure requirements of W. Va. C.S.R. § 28-4)

101. The State restates and realleges the allegations set forth in paragraphs number 1 through 86 as if each were fully set forth herein in its entirety.

102. The Defendants did not provide consumers with a written contract that included a start date and a completion date; a contractor classification; a workers compensation policy

number; an unemployment insurance account number; a taxpayer identification number; and, email address as required by W. Va. C.S.R. § 28-4.1.7, -4.1.11, -4.1.13, and 4.1.15.

103. The Defendants failure to provide the disclosures required by W. Va. C.S.R. § 28-4 as required is an unfair or deceptive practice as defined by W. Va. Code § 46A-6-102(7)(M) in violation of W. Va. Code § 46A-6-104.

PRAYER FOR RELIEF

WHEREFORE, The State of West Virginia requests that this Court:

104. Enter an Order PERMANENTLY ENJOINING and RESTRAINING the Defendants, their agents or employees from engaging in unfair or deceptive acts or practices in violation of W. Va. Code § 46A-6-104 in general and specifically, from engaging in any home improvement contracting in the State of West Virginia;

105. Enter an Order finding that the corporate veil of Patriot Roofing & Framing, LLC should be pierced, and for the sole member of the limited liability corporation, John M. Cook, to be personally liable for all actions done in the name of Patriot Roofing & Framing, LLC, for the payment of all money awarded to the State by this Court, and subject to all injunctive relief ordered by this Court;

106. Enter judgment against and order Defendants to pay restitution or a civil penalty for restitution to all aggrieved consumers;

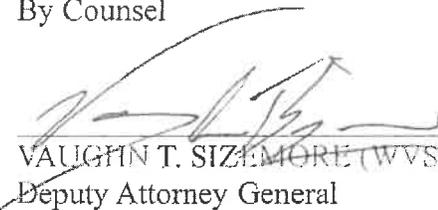
107. Enter judgment against and order each of the Defendants to pay a civil penalty in the amount of five thousand dollars (\$5,000.00) for each and every willful and repeated violation of chapter 46A of the West Virginia Code that they committed, as provided in W. Va. Code § 46A-7-111(2);

108. Enter an Order requiring the Defendants to pay to the State of West Virginia all its attorney fees, court costs, investigation costs, and all other costs associated with the maintenance and prosecution of this action;

109. Grant other and further relief as the Court deems just and appropriate to fulfill the remedial purpose of the West Virginia Consumer Credit and Protection Act.

STATE OF WEST VIRGINIA ex rel.
JOHN B. McCUSKEY, Attorney General

By Counsel



VAUGHN T. SIZEMORE (WVSB No. 8231)

Deputy Attorney General

ABBY G. CUNNINGHAM (WVSB No.13388)

Assistant Attorney General

Consumer Protection & Antitrust Division

Post Office Box 1789

Charleston, West Virginia 25326-1789

Telephone: 304-558-8986

Fax: 304-558-0184

Email: Vaughn.T.Sizemore@wvago.gov

Abby.G.Cunningham@wvago.gov

Paula J. Price

From: Consumer
Sent: Thursday, September 19, 2024 10:47 AM
To: Vaughn T. Sizemore
Cc: Nancy J. Ball; Paula J. Price
Subject: FW: Patriot Roofing/Stephen Huffman

From: jmcdreamchase <jmcdreamchase@aol.com>
Sent: Thursday, September 19, 2024 10:20 AM
To: Consumer <Consumer@wvago.gov>; Jmcdreamchase@aol.com
Subject: Patriot Roofing/Stephen Huffman

I GREATLY apologize this has gone this far. When Patriot Roofing knew they were unable to fulfill their contracts for various different reasons, I had contacted an attorney to help legally shut the business down and come up with a way to get clients their money back.

Patriot fell behind due to lots of rain, major problems on previous jobs, and as fall came closer, my Hispanic Installers went back home because the weather wasn't allowing them to work as much as they needed to remain in this area.

As of yesterday, I removed my attorney from all this and I'll be resolving these cases myself. I'm working on a way to get EVERY customer their refund as quickly as possible. My goal is to have everyone paid back and all outstanding complaints resolved before the end of the year. I promise this will get taken care of ASAP.

Patriot Roofing, LLC

Paula J. Price

From: Licensing Board, Contractor <clboard@wv.gov>
Sent: Monday, June 30, 2025 2:01 PM
To: Paula J. Price
Subject: Re: Patriot Roofing & Framing, LLC

Original Issue Date: 2.26.2019

Inactive from 9.8.2024 - 12.23.2024.

Reactivated: 12.23.2024

MEW

West Virginia Contractor Licensing Board
1900 Kanawha Boulevard, East
State Capitol Complex - Building 3, Room 200
Charleston, WV 25305
304.356.3928
Email: CLBoard@wv.gov
Web: WVCLBoard.wv.gov

On Mon, Jun 30, 2025 at 1:52 PM Paula J. Price <Paula.J.Price@wvago.gov> wrote:

It appears this company is currently licensed WV058254. The owner is John Cook. Can you tell me when the business first got its license? Have you had an C&D's?

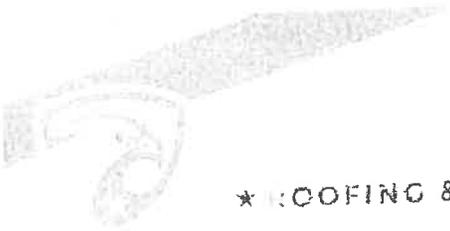
Thanks,

Paula

Paula Price
Paralegal
Office of the Attorney General
Consumer Protection Division
1900 Kanawha Blvd., East
State Capitol Complex
Building 6, Suite 401
Charleston, West Virginia 25305
Phone: 304-558-8986
Facsimile: 304-558-0184

304-533-4573

P.O. BOX 252, NITRO, WV 25143
WWW.PATRIOTWV.COM
WV 059254



*** ROOFING & FRAMING ***

08-21-23

Estimate For: Mincha Foster (304.395.3908)

@ 208 Walker Street in Nitro, WV. 25143

All craftsmanship performed on this project is backed by a 10-year warranty and all materials are backed by a 40-year limited manufacturer's warranty.

Scope of Work:

- Removal of all existing shingles and underlayment down to the bare roof decking
- Inspect the roof decking for any wood that isn't suitable for installation. If unsuitable decking is found, it will be replaced at a cost of \$75.00 per sheet (4' x 8' OSB) and/or \$8.00 per linear foot of 1x sheathing board
- Install new drip edge around the perimeter of the roof--WHITE
- Install IKO ice & water shield along the gutter/eve areas of the roof and in all valleys
- Install synthetic underlayment using 1" button cap nails
- Install IKO Pro Starter strip around the perimeters of the roof
- Install 26—square (includes waste) of IKO Dynasty dimensional shingles — ~~color TBD~~ **BLACK** using 1 1/4" coil roofing nails.
- * -Install Cobra attic ridge vent with IKO Seal-A-Ridge shingle caps
- * -Install slant top vents or power vents as necessary if needed
- Install step flashing, counter flashing, and side wall flashing, on side walls and chimneys as needed
- Install new pipe boots and paint pipes to match roof
- + -Clean work debris out of gutters
- * -Run magnets in yard, landscaping, and around the work area
- Removal of all construction trash/debris from around jobsite

PAID \$6,500. Down
CK # 059928

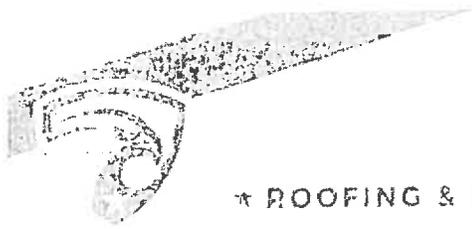
****Estimate is valid for 15 days****

Total: \$10,400.

"Taking Pride In Your Home Or Business Is Our Business"

****Serving the Tri-State for over 25-Years****

back up page 7



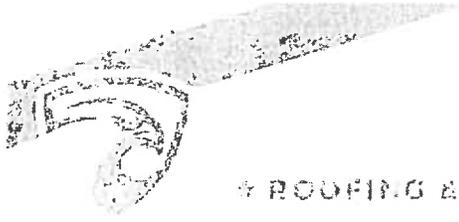
304-533-4573

P.O. BOX 232, NITRO, WV 25143
WWW.PATRIOTWV.COM
WV 058254

★ ROOFING & FRAMING ★

- Notes:
- If required, all permits & city license will be provided by the contractor unless otherwise noted.
 - Our crews are licensed and insured. Our workers will practice safe work methods and will wear safety harnesses when needed.
 - This quote is for MATERIAL & LABOR, material gathering, and removal of all construction debris.
 - The removal of any construction debris that may fall into the attic during installation is not the responsibility of Patriot Roofing.
 - This quote DOES NOT take into consideration any unforeseen issues or problems that might occur during the renovation/demo phase. Once the additional cost is determined, we will discuss it with the owner(s) for immediate payment. These are additional expenses that are NOT part of the original scope of work.
 - Payment terms: 50% down and 50% upon completion. THANK YOU!!!
 - If paying with a credit/debit card, an additional 3.5% merchant fee will be added to the invoice total.
 - Disclaimer: Final payment is due upon the completion of the project. If for any reason this final payment isn't paid in full at the time of completion, the remaining balance is subject to a 10% interest rate per each day past the completion date. If an attorney is hired to collect payment, the business/homeowner is FULLY responsible for ALL legal fees, court fees, recording fees, interest, and any/all expenses associated with the collection of this payment.
 - Extra materials are always ordered to ensure that the installers don't run short during the installation process. Customers DO NOT get charged for these extra materials. ALL leftover/remaining materials are the property of Patriot Roofing, LLC.
 - Customers agrees to be responsible for covering/protecting any and all landscaping. This includes but is not limited to: bushes, flowers, trees, lights, bird feeders, decorations, etc. Patriot Roofing will make every possible effort not to disturb or damage the above-listed items. Patriot Roofing will also do everything possible not to damage gutters, downspouts, siding, window screens, yard, fences, driveway, etc., and will not be held responsible for any of these items during the construction/roofing process.
 - Prior to starting the construction, customers must mow their grass so that the clean-up is easier for the workers.
 - Customers must remove all vehicles from around the house. Patriot Roofing will not be responsible for damages to vehicles or nails in tires.
 - Patriot Roofing recommends that the customer take precautionary measures to protect/remove any interior pictures or decorations from interior walls.
 - During the construction/roofing process, customers agree not to enter into "work areas", ladders, material storage areas, or trash areas. If customers should enter into these areas, they do so at his/her own risk and Patriot Roofing is not liable for any injuries.
 - If existing satellite dishes are NOT IN USE, please let us know prior to starting so they can be removed. If the satellite dishes ARE IN USE, Patriot Roofing will reinstall them but it is the responsibility of the customer to have the dish re-calibrated with their service provider.
 - If Gutter guards are currently installed, Patriot Roofing will remove them for the construction/ roofing process and NOT replace them. Customers are responsible to have the gutter guards re-installed.
 - If customers have skylights and they choose not to replace them, Patriot Roofing will install the proper flashing around them but the skylights WILL NOT be covered under the roofing warranty. Without installing a new skylight, Patriot Roofing CAN NOT be responsible for current or future leaks.
 - Patriot Roofing CAN NOT be responsible for the deterioration of existing chimneys. Patriot Roofing will properly install step flashing and a flashing skirt on the chimney but WILL NOT be responsible for missing mortar, missing brick/stone, or chimney caps.
 - In the event that the customer desires to have a 3rd party inspection done after the roof is completed, the customer agrees to pay IN FULL the remaining contract balance upon completion. If any concerns should be discovered by the 3rd party inspection, it will be addressed as a warranty issue but it WILL NOT hold up the final payment.

back up
page 8



*** ROOFING & FRAMING ***

304-533-4573

P.O. BOX 232, NITRO, WV 25143
WWW.PATRIOTWV.COM
WV 058251

NOTES CONTAINED.

**Workmanship Warranty does not include damages from weather related storms/wind, other vendors, or general foot traffic on the roof.*

**Customers understand that weather delays WILL OCCUR and delay the starting of their project. Everyday lost from working due to rain, snow, ice, high winds, or temps below the suggested manufacturer temperature for installation, WILL ALSO DELAY THE STARTING OF YOUR JOB!!!*

Minerva Foster

Customer Signature

8/21/23

Date

[Handwritten Signature]

Patriot Roofing, LLC. Representative

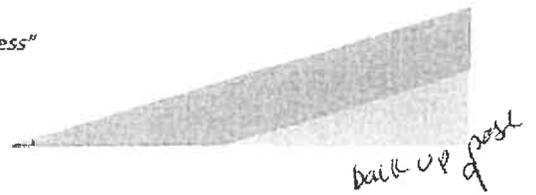
08-21-23

Date

Thank You for Your Business.....Patriot Roofing, LLC.

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Serving the Tri-State for over 25-Years





304-533-4573
P.O. BOX 252 NITRO, WV 25113
WWW.PATRQWV.COM
WV 052256

08-29-23

Estimate For: Steve Huffman (304.807.5849)
@ 102 Monk Place In Ch Wlston, WV. 25314

X OCT 9TH APPX DELIVER!

All craftsmanship performed on this project is backed by a 30-year warranty and all materials are backed by a 40-year limited manufacturer's warranty

Scope of Work:

- Removal of all existing shingles and underlayment down to the bare roof decking
- Inspect the roof decking for any wood that isn't suitable for installation. If unsuitable decking is found, it will be replaced at a cost of \$75.00 per sheet (4' x 8' OSB) and/or \$8.00 per linear foot of 3/4" sheathing board
- Install new drip edge around the perimeter of the roof—WHITE
- Install IKO Ice & water shield along the gutters/eave areas of the roof and in all valleys
- Install synthetic underlayment using 1" button cap nails
- Install IKO Pro Starter strip around the perimeter of the roof
- Install 33.5—square (includes waste) of IKO Dynasty dimensional shingles—(color TBD) using 1 1/4" coil roofing nails
- Cut out and install Cobra attic ridge vent with IKO Seal A ridge shingle caps
- Remove existing vents on backside and plywood over openings
- Install gable top vents as necessary if needed
- Install step flashing, counter flashing, and side wall flashing, on side walls as needed
- Install new pipe boots and plan pipes to match roof
- Clean work debris out of gutters
- Run magnets in yard, landscaping, and around the work area
- Removal of all construction trash/debris from around jobsite

\$6,047.50
PAID BY CASHAPP

••Estimate is valid for 15 days•• FULL ROOF: \$12,095. FRONT ONLY: \$6,752.

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304-533-4573
P.O. BOX 212, NITRO, WV 25143
WWW.PATRIOTWV.COM
WV 058254

- Notice:**
- If required, all permits & city licenses will be provided by the homeowner unless otherwise noted.
 - Our crews are licensed and insured. Our workers will practice safe work methods and will wear safety harnesses when needed.
 - This quote is for MATERIALS & LABOR, material handling, and removal of all construction debris.
 - The removal of any non-removable debris that may fall into the path during installation is not the responsibility of Patriot Roofing.
 - This quote DOES NOT include any unforeseen issues or problems that might occur during the removal/tear-off phase. Once the additional cost is determined, we will discuss it with the owner(s) for immediate payment. These are additional expenses that are NOT part of the original scope of work.
 - Payment terms: 50% due on and 50% upon completion. **THANK YOU!**
 - If paying with a credit/debit card, an additional 3.5% merchant fee will be added to the invoice total.
 - Owner(s): Final payment is due upon the completion of the project. If for any reason this final payment isn't paid in full at the time of completion the remaining balance is subject to a 50% penalty rate per week past the completion date. If an attorney is hired to collect payment, the business/homeowner is FULLY responsible for ALL legal fees, court fees, recording fees, interest, and any/all expenses associated with the collection of this payment.
 - We do everything we can to ensure that the installer don't get hurt during the installation process. Customers DO NOT get charged for these extra materials. All injuries/missing materials are the property of Patriot Roofing, LLC.
 - Customer agrees to be responsible for covering/protecting any and all landscaping. This includes but is not limited to bushes, flowers, trees, lights, bird feeders, decorations, etc. Patriot Roofing will make every possible effort not to disturb or damage the above-listed items. Patriot Roofing will also do everything possible to do damage gutters, downspouts, siding, windows, gutters, yard fences, driveways, etc., and will not be held responsible for any of these items during the construction/roofing process.
 - Prior to starting the construction, customers must mow their grass so that the clean-up is easier for the workers.
 - Customers must remove all vehicles from around the house. Patriot Roofing will not be responsible for damage to vehicles or parts in them.
 - Patriot Roofing will advise that the customer take precautionary measures to protect/remove any interior pictures or decorations from interior walls.
 - During the construction/roofing process, customers agree not to enter into "work areas", include, material storage areas, or work areas. If customers should enter into these areas, they do so at his/her own risk and Patriot Roofing is not liable for any injuries.
 - If existing materials should not be used, please let us know prior to starting so they can be removed. If the supplier states ARE TO USE, Patriot Roofing will install them but it is the responsibility of the customer to have the job re-addressed with their service provider.
 - If gutter guards are currently installed, Patriot Roofing will remove them for the construction/roofing process and NOT replace them. Customers are responsible to have the gutter guards re-installed.
 - If customers have skylights and they choose not to replace them, Patriot Roofing will install the proper flashing around them and the skylights WILL NOT be covered under the roofing warranty. Without installing a new skylight, Patriot Roofing CAN NOT be responsible for curbing of future leaks.
 - Patriot Roofing CAN NOT be responsible for the deterioration of existing chimneys. Patriot Roofing will properly install any flashing and a flashing that we are chimney but WILL NOT be responsible for missing mortar, missing brick/stone, or chimney caps.
 - In the event that the homeowner desires to have a 3rd party inspection done after the roof is completed, the customer agrees to pay the FULL fee regardless customer later or upon completion. If any concerns should be discovered by the 3rd party inspection, it will be addressed as a warranty claim but it WILL NOT hold up the final payment.



PATRIOT

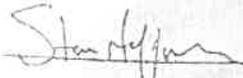
* ROOFING & FRAMING *

304-533-4573
P.O. BOX 232, HITCHCOCK, WV 26143
WWW.PATRIOTWV.COM
WV 058256

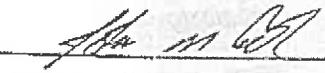
IMPORTANT:

-Workmanship warranty does not include damages from weather related storms/wind, other vendors, or general foot traffic on the roof.

-Customers understand that weather delays WILL OCCUR and delay the roofing of their projects. Employees that are working due to rain, snow, ice, high wind, or temps below the suggested minimum/over temperature for installation, WILL ALSO DELAY THE STARTING OF YOUR JOB!!


Customer Signature

08-30-23
Date

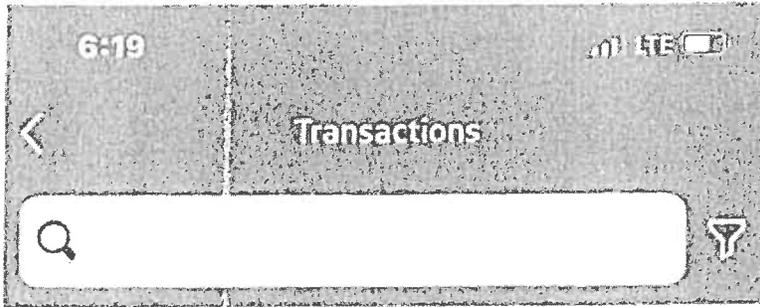

Patriot Roofing, LLC Representative

08-30-23
Date

Thank You for Your Business.....Patriot Roofing, LLC.

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"**Landing the 1st-Place for over 25 Years!!"



August 31

SQ *PATRIOT ROOFING & FRA \$6,047.50 >
Professional Services • ...3856


Home


Benefits


Help


Profile



Exhibit G

304-533-4573

P.O. BOX 232, NITRO, WV 25143
WWW.PATRIOTWV.COM
WV 058254

07-24-23

Estimate For: Kay Parcell (304.543.9068)

@ 109 Circle Drive in Cross Lanes, WV.

Scope of Work:

- Removal of all existing shingles and underlayment down to the bare roof decking
- Inspect the roof decking for any wood that isn't suitable for installation. If unsuitable decking is found, it will be replaced at a cost of \$75.00 per sheet (4' x 8' OSB).....REPLACE lower corner of eve.
- Install new drip edge around the perimeter of the roof—WHITE
- Install IKO ice & water shield along the gutter/eve areas of the roof and in all valleys
- Install synthetic underlayment using 1" button cap nails
- Install IKO Pro Starter strip around the perimeters of the roof
- Install 18.5—square (includes waste) of IKO Dynasty dimensional shingles—(color TBD) using 1 1/4" coil roofing nails
- Install Cobra attic ridge vent with IKO Seal-A-Ridge shingle caps
- Install step flashing, counter flashing, and side wall flashing, on side walls as needed
- Install new pipe boots and paint pipes to match roof
- Clean work debris out of gutters
- Run magnets in yard, landscaping, and around the work area
- Removal of all construction trash/debris from around jobsite

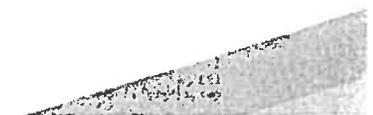
All craftsmanship performed on this project is backed by a 10-year warranty and all materials are backed by a 40-year limited manufacturer's warranty.

****Estimate is valid for 15 days****

Total: \$7,400.

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Serving the Tri-State for over 25-Years





304-533-4573

P.O. BOX 232, NITRO, WV 25143
WWW.PATRIOTWV.COM
WV 058254

- Notes:
- If required, all permits & city license will be provided by the contractor unless otherwise noted.
 - Our crews are licensed and insured. Our workers will practice safe work methods and will wear safety harnesses when needed.
 - This quote is for MATERIAL & LABOR, material gathering, and removal of all construction debris.
 - The removal of any construction debris that may fall into the attic during installation is not the responsibility of Patriot Roofing.
 - This quote DOES NOT take into consideration any unforeseen issues or problems that might occur during the renovation/demo phase. Once the additional cost is determined, we will discuss it with the owner(s) for immediate payment. These are additional expenses that are NOT part of the original scope of work.
 - Payment terms: 50% down and 50% upon completion. THANK YOU!!!
 - If paying with a credit/debit card, an additional 3.5% merchant fee will be added to the invoice total.
 - Disclaimer: Final payment is due upon the completion of the project. If for any reason this final payment isn't paid in full at the time of completion, the remaining balance is subject to a 10% interest rate per each day past the completion date. If an attorney is hired to collect payment, the business/homeowner is FULLY responsible for ALL legal fees, court fees, recording fees, interest, and any/all expenses associated with the collection of this payment.
 - Extra materials are always ordered to ensure that the installers don't run short during the installation process. Customers DO NOT get charged for these extra materials. ALL leftover/remaining materials are the property of Patriot Roofing, LLC.
 - Customers agree to be responsible for covering/protecting any and all landscaping. This includes but is not limited to: bushes, flowers, trees, lights, bird feeders, decorations, etc. Patriot Roofing will make every possible effort not to disturb or damage the above-listed items. Patriot Roofing will also do everything possible not to damage gutters, downspouts, siding, window screens, yard, fences, driveway, etc., and will not be held responsible for any of these items during the construction/roofing process.
 - Prior to starting the construction, customers must mow their grass so that the clean-up is easier for the workers.
 - Customers must remove all vehicles from around the house. Patriot Roofing will not be responsible for damages to vehicles or nails in tires.
 - Patriot Roofing recommends that the customer take precautionary measures to protect/remove any interior pictures or decorations from interior walls.
 - During the construction/roofing process, customers agree not to enter into "work areas", ladders, material storage areas, or trash areas. If customers should enter into these areas, they do so at his/her own risk and Patriot Roofing is not liable for any injuries.
 - If existing satellite dishes are NOT IN USE, please let us know prior to starting so they can be removed. If the satellite dishes ARE IN USE, Patriot Roofing will reinstall them but it is the responsibility of the customer to have the dish re-calibrated with their service provider.
 - If gutter guards are currently installed, Patriot Roofing will remove them for the construction/roofing process and NOT replace them. Customers are responsible to have the gutter guards re-installed.
 - If customers have skylights and they choose not to replace them, Patriot Roofing will install the proper flashing around them but the skylights WILL NOT be covered under the roofing warranty. Without installing a new skylight, Patriot Roofing CAN NOT be responsible for current or future leaks.
 - Patriot Roofing CAN NOT be responsible for the deterioration of existing chimneys. Patriot Roofing will properly install step flashing and a flashing skirt on the chimney but WILL NOT be responsible for missing mortar, missing brick/stone, or chimney caps.
 - In the event that the customer desires to have a 3rd party inspection done after the roof is completed, the customer agrees to pay IN FULL the remaining contract balance upon completion. If any concerns should be discovered by the 3rd party inspection, it will be addressed as a warranty issue but it WILL NOT hold up the final payment.



304-533-4573

P.O. BOX 232, NITRO, WV 25143
WWW.PATRIOTWV.COM
WV 058254

NOTES CONTINUED:

-Workmanship Warranty does not include damages from weather related storms/wind, other vendors, or general foot traffic on the roof.

-Customers understand that weather delays WILL OCCUR and delay the starting of their project. Everyday lost from working due to rain, snow, ice, high winds, or temps below the suggested manufacturer temperature for installation, WILL ALSO DELAY THE STARTING OF YOUR JOB!!!

Kathy S. [Signature]
Customer Signature

8/11/23
Date

[Signature]
Patriot Roofing, LLC. Representative

08-11-23
Date

Thank You for Your Business.....Patriot Roofing, LLC.

SHED QUOTE \$1,500.00

PAID \$2,000 Down
IN CASH ON
08-11-23 JMC

PAID \$2,000 Down
IN CASH ON
09-21-23 JMC

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304-533-4573



PATRIOT

ROOFING & FRAMING

04-13-25

Estimate for: Jason McAllister (104-841-6432)

240 Rector Lane, South Charleston WV 26310

REPLACE EXISTING ROOFING

REMOVE EXISTING 2x12 JOISTS IN THE FRONT PORCH

INSTALL NEW DRAINAGE & GUTTERS

INSTALL EXTERIOR SIDING

INSTALL 1/2" GYP & WATER RESISTANT BOARD ON THE EXTERIOR OF THE ROOF AND IN THE VAULTS

INSTALL 1/2" GYP STUDS

INSTALL 2x4 STUDS OVER EXISTING STUDS ON THE PORCH AND OVER EXISTING STUDS ON THE ROOF

INSTALL CORNER BRACKETS WITH EXISTING SIDING

INSTALL NEW FLASHING ON ROOF

INSTALL NEW PIPES

REMOVE EXISTING CONSTRUCTION TRAIL, DETACHMENT, AND CURB

PLEASE CALL FOR YOUR TERMS

All craftsmanship performed on this project is backed by a 10-year warranty and all materials are backed by a 40-year limited manufacturer's warranty

Handwritten note: 2016 Oct 10-17 \$9,000

**** Estimate is valid for 10 days ****

Total: \$17,842.

After Vat Discount: \$15,158

Insurance: All required liability & workers comp will be provided by the contractor unless otherwise noted

The quality of MATERIALS & LABOR, material gathering, and removal of all construction debris.

We guarantee we will take into consideration any unforeseen issues or problems that might occur during the installation/term of work. Once the additional cost is determined, we will discuss it with the owners for immediate payment. These are additional expenses that are NOT part of the original estimate.

Thank you for your time and cooperation. Thank you!

Payment: The amount due upon the completion of the project is the only amount due. Final payment isn't due until all work is done and an invoice is filed. If instant payment the business/owner must be prepared for all legal fees, court fees, recording fees, interest, and any/all expenses associated with the completion of the payment.

Handwritten signature of Jason McAllister

Handwritten signature of Contractor

Owner

Contractor

Jason & McAllister

1019

Handwritten: 1.06/10/25

Handwritten: Amount Received: Framing \$ 8,000

Handwritten: Cash/Debit card

Pioneer

Handwritten: 1.06/10/25

Handwritten signature of Jason McAllister

1019



ENCLOSURE

X

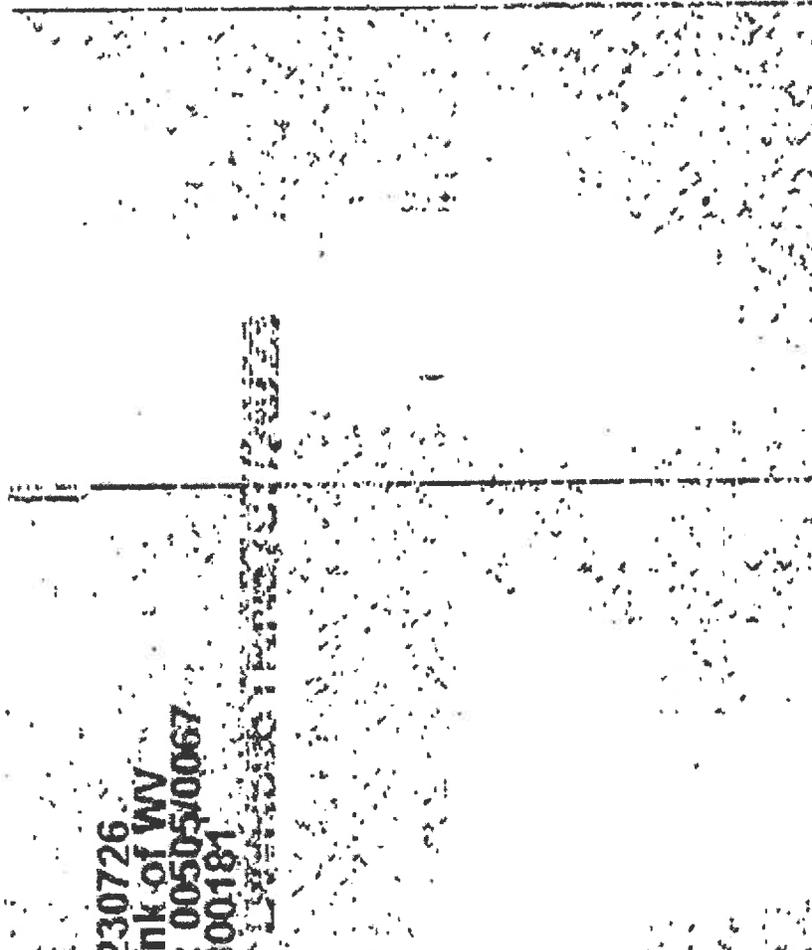
John M. [Signature]

CHECK HERE IF MOBILE DEPOSIT

FOR MOBILE DEPOSIT ONLY TO

FINANCIAL INSTITUTION

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RESERVED FOR FINANCIAL INSTITUTION USE



24< 26230726
Bank of WV
0050510067
418000181

Quality features listed below as well as those
exceed industry guidelines.

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Printed	Convenient processing
Handwritten	Non-reflective front
Chemical	Security Screen
Using	Original of "Original Document"
Using	with back of check where accepted

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FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Jason B. McCallister
40 Recter Lane
South Charleston, WV 25309

1019
63-8373/2519

7/26/2023
Date

Pay to the order of Patriot Roofing & Framing \$ 8,000

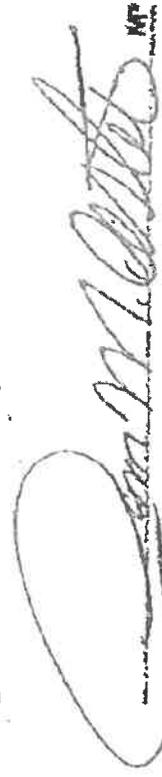
Eight thousand dollars

Dollars Security feature
 Voided
 Delivery on back

Pioneer
APALACHIA Federal Credit Union

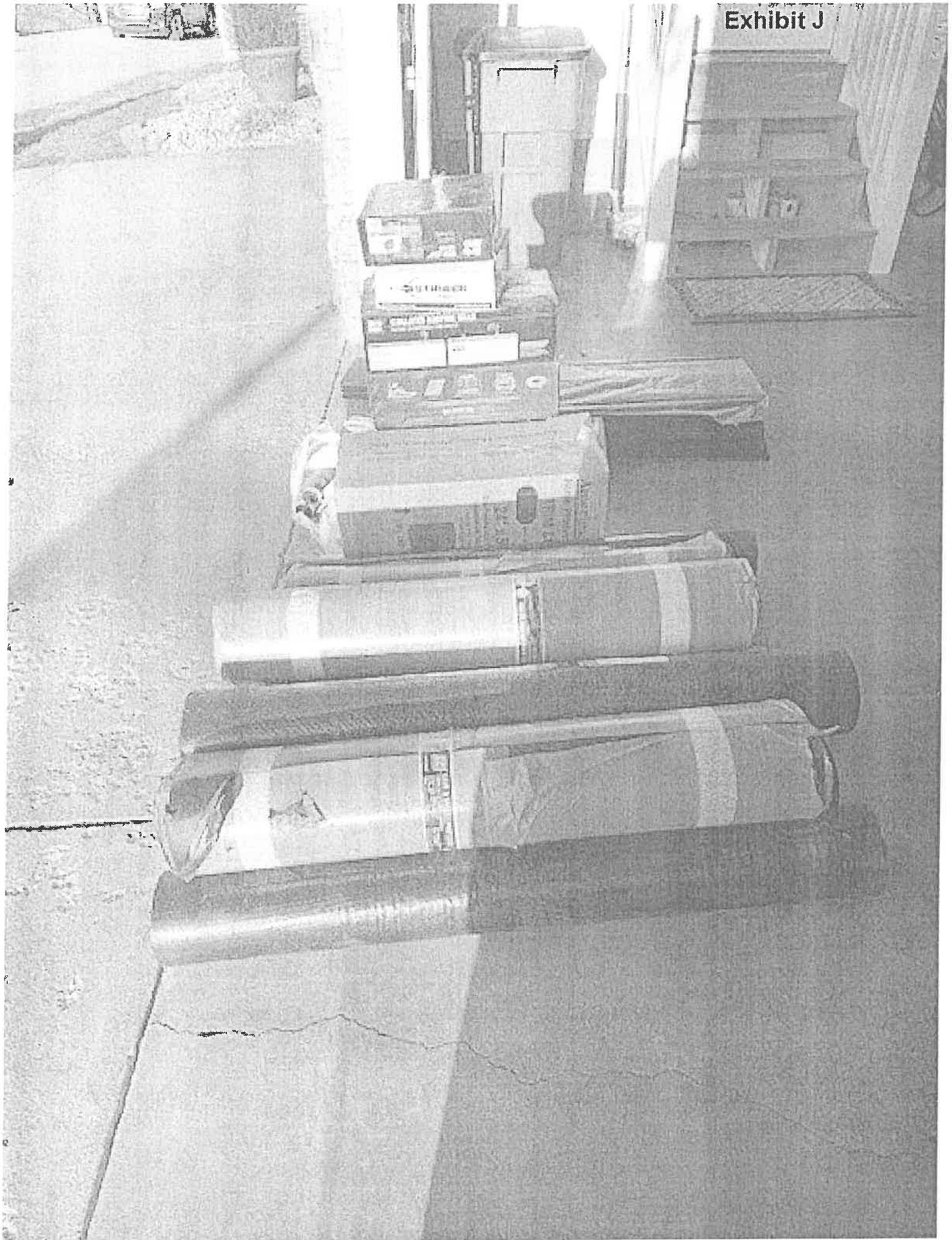
1316 Kanawha Blvd E.
Charleston, WV 25301

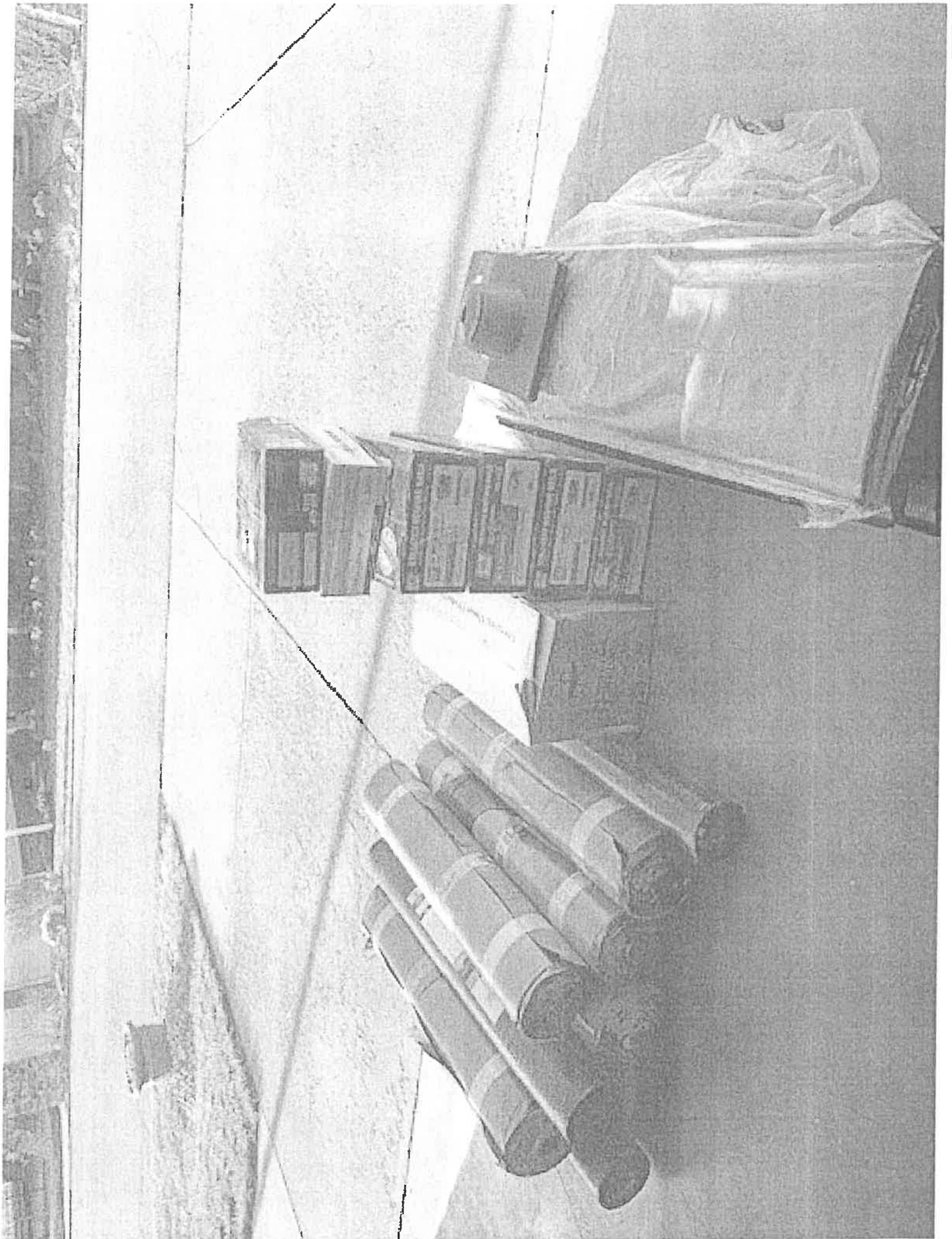
For New Roof 1/2 Bill



1019

Exhibit J







GRIP-GRIP
GRIP-CAP
NAILS

STINGER
Hand Drive

GRIP-GRIP
COLLATED ROOFING NAILS
CLAVOS EN SECUENCIA PARA TECHOS

GRIP-GRIP
COLLATED ROOFING NAILS
CLAVOS EN SECUENCIA PARA TECHOS

GRIP-GRIP
COLLATED ROOFING NAILS
CLAVOS EN SECUENCIA PARA TECHOS



304-533-4573
P.O. BOX 232, NITRO, WV 25143
WWW.PATRIOTWV.COM
WV 058254

Exhibit K

08-11-23

Estimate For: David Boggess (304.610.5798)

@ 1524 Thistlewood Circle In Hurricane, WV. 25526

All craftsmanship performed on this project is backed by a 10-year warranty and all materials are backed by a 40-year limited manufacturer's warranty.

Scope of Work:

- Removal of all existing shingles and underlayment down to the bare roof decking
- Inspect the roof decking for any wood that isn't suitable for installation. If unsuitable decking is found, it will be replaced at a cost of \$75.00 per sheet (4' x 8' OSB) and/or \$8.00 per linear foot of 1x sheathing board
- Install new drip edge around the perimeter of the roof—WHITE
- Install IKO Ice & water shield along the gutter/eave areas of the roof and in all valleys
- Install synthetic underlayment using 1" button cap nails
- Install IKO Pro Starter strip around the perimeters of the roof
- Install 26--square (includes waste) of IKO Dynasty dimensional shingles—(color TBD) using 1 1/2" coil roofing nails
- Install Cobra attic ridge vent in attic areas with IKC Seal-A-Ridge shingle caps
- Install step flashing, counter flashing, and side wall flashing, on side walls and chimneys as needed
- Install new pipe boots and paint pipes to match roof
- Clean work debris out of gutters
- Run magnets in yard, landscaping, and around the work area
- Removal of all construction trash/debris from around jobsite

Estimate is valid for 15 days

Total: \$10,790.

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304-533-4573
P.O. BOX 232, NITRO, WV 25143
WWW.PATRIOTWV.COM
WV 058254

- Notes:
- If required, all permits & city license will be provided by the contractor unless otherwise noted.
 - Our crews are licensed and insured. Our workers will practice safe work methods and will wear safety harnesses when needed.
 - This quote is for MATERIAL & LABOR, material gathering, and removal of all construction debris.
 - The removal of any construction debris that may fall into the attic during installation is not the responsibility of Patriot Roofing.
 - This quote DOES NOT take into consideration any unforeseen issues or problems that might occur during the renovation/demo phase. Once the additional cost is determined, we will discuss it with the owner(s) for immediate payment. These are additional expenses that are NOT part of the original scope of work.
 - Payment terms: 50% down and 50% upon completion. THANK YOU!!!
 - If paying with a credit/debit card, an additional 3.5% merchant fee will be added to the invoice total.
 - Disclaimer: Final payment is due upon the completion of the project. If for any reason this final payment isn't paid in full at the time of completion, the remaining balance is subject to a 10% interest rate per each day past the completion date. If an attorney is hired to collect payment, the business/homeowner is FULLY responsible for ALL legal fees, court fees, recording fees, interest, and any/all expenses associated with the collection of this payment.
 - Extra materials are always ordered to ensure that the installers don't run short during the installation process. Customers DO NOT get charged for these extra materials. All leftover/remaining materials are the property of Patriot Roofing, LLC.
 - Customers agree to be responsible for covering/protecting any and all landscaping. This includes but is not limited to: bushes, flowers, trees, lights, bird feeders, decorations, etc. Patriot Roofing will make every possible effort not to disturb or damage the above-listed items. Patriot Roofing will also do everything possible not to damage gutters, downspouts, siding, window screens, yards, fences, driveway, etc., and will not be held responsible for any of these items during the construction/roofing process.
 - Prior to starting the construction, customers must mow the grass so that the clean-up is easier for the workers.
 - Customers must remove all vehicles from around the house. Patriot Roofing will not be responsible for damages to vehicles or nails in tires.
 - Patriot Roofing recommends that the customer take precautionary measures to protect/remove any interior pictures or decorations from interior walls.
 - During the construction/roofing process, customers agree not to enter into "work areas", ladders, material storage areas, or trash areas. If customers should enter into these areas, they do so at his/her own risk and Patriot Roofing is not liable for any injuries.
 - If existing satellite dishes are NOT IN USE, please let us know prior to starting so they can be removed. If the satellite dishes ARE IN USE, Patriot Roofing will reinstall them but it is the responsibility of the customer to have the dish re-calibrated with their service provider.
 - If gutter guards are currently installed, Patriot Roofing will remove them for the construction/roofing process and NOT replace them. Customers are responsible to have the gutter guards re-installed.
 - If customers have skylights and they choose not to replace them, Patriot Roofing will install the proper flashing around them but the skylights WILL NOT be covered under the roofing warranty. Without installing a new skylight, Patriot Roofing CAN NOT be responsible for current or future leaks.
 - Patriot Roofing CAN NOT be responsible for the deterioration of existing chimneys. Patriot Roofing will properly install step flashing and a flashing skirt on the chimney but WILL NOT be responsible for missing mortar, missing brick/stone, or chimney tops.
 - In the event that the customer desires to have a 3rd party inspection done after the roof is completed, the customer agrees to pay IN FULL the remaining contract balance upon completion. If any concerns should be discovered by the 3rd party inspection, it will be addressed as a warranty issue but it WILL NOT hold up the final payment.





304-533-4573
P.O. BOX 232, NITRO, WV 25143
WWW.PATRIOTWV.COM
WV 050254

NOTES CONTINUED:

- Workmanship Warranty does not include damages from weather related storms/hail, other vendors, or general foot traffic on the roof.
- Customers understand that weather delays WILL OCCUR and delay the starting of their project. Everyday lost from working due to rain, snow, ice, high winds, or temps below the suggested manufacturer temperature for installation, WILL ALSO DELAY THE STARTING OF YOUR JOB!!!

Customer Signature

Date

Patriot Roofing, LLC Representative

Date

Thank You for Your Business.....Patriot Roofing, LLC.

"Taking Pride In Your Home Or Business Is Our Business"

****Serving the Tri-State for over 25-Years****



Exhibit L

9753
8-11-23
Patriot Roofing & Framing
Five thousand three hundred ninety five 00/100
9753
CHECK # 9753 \$5,395.00

City National Bank of NY
5051 30th Ave, 10732
City National Bank of NY
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807 266 8000
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