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IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

2016 JUL 27 AM 9:30

CATHY S. GATSON, CLERK
KANAWHA COUNTY CIRCUIT COURT

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

Plaintiff,

v.

Civil Action No. 16-C-1135

Judge King

GREAT FINISHES, LLC, a Limited Liability
Company; STACY BRINEGAR, its Member;
and DAVID BRINEGAR,

Defendants.

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

Plaintiff, the State of West Virginia ex rel. Patrick Morrissey, Attorney General ("the State" or "Attorney General"), files this Complaint asking the court to temporarily and permanently enjoin the above-named Defendants, Great Finishes, LLC, Stacy Brinegar, and David Brinegar (collectively "Great Finishes" or "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, and to enter a final order awarding the State all other appropriate relief as authorized by W. Va. Code § 46A-7-108.

I. INTRODUCTION

1. Prior to the actions that gave rise to this Complaint, David and Stacy Brinegar were employed by Wannis Allen, Jr., who did business as Quick Silver Restoration, LLC. The Attorney General sued Quick Silver on November 6, 2015 after receiving complaints and other information that it was engaging in a wide range of violations of the WVCCPA, including soliciting consumers door-to-door to hire them for roofing jobs by offering “free roof inspections;” convincing them to sign blank contracts requiring them to pay Quick Silver 100% of the potential insurance proceeds to replace their roof before that amount was known; failing to include a completion date in the contract; failing to furnish consumers with proper notice of the three day right to cancel; thwarting consumers’ right to cancel by including a stiff penalty for cancellation; and long delays in beginning work after Quick Silver had been paid in full.

2. Stacy Brinegar was the office manager for Quick Silver and David Brinegar was the principal person who solicited consumers door-to-door by offering to conduct free roof inspections.

3. A Final Order of Dismissal against Quick Silver was entered on May 14, 2015 approving a settlement of the suit in which Quick Silver and Wannis Allen, Jr., agreed to be permanently enjoined from violating the WVCCPA and also agreed to pay \$75,000.00 to the State of West Virginia.

4. Quick Silver made one payment of \$5,000.00 and then defaulted.

5. Wannis Annis, Jr. filed a Chapter 7 petition for bankruptcy in North Carolina on October 15, 2015.

6. The Brinegars created Great Finishes, LLC shortly after Quick Silver's effective demise and continued some of the same unlawful practices that led to the Attorney General's suit against Quick Silver.

7. Among other things, Great Finishes commenced operations without sufficient capital to insure that they could fulfill obligations under their contracts with consumers.

8. On at least three occasions, Great Finishes took down payments, totaling \$22,964.81 collectively, to replace or repair roofs but never returned to do the work.

9. In another instance, Great Finishes took a down payment of \$8,000.00 allegedly to pay for materials but then paid for the materials with a dishonored check.

10. One consumer received a refund after successfully disputing the charge on his credit card account. Another consumer received a refund after intervention by an investigator with the Attorney General's office.

11. Altogether, Great Finishes still owes nearly \$15,000.00 to West Virginia residents from whom it accepted payments for services it failed to provide.

II. PARTIES

The Plaintiff

12. 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.

The Defendants

13. Defendant Great Finishes, LLC is a West Virginia limited liability company that was created on June 3, 2015. Its initial principal office was 3465 Teays Valley Road,

Hurricane, WV 25526, until Great Finishes abandoned that office and continued operations from the Brinegars' home.

14. Defendant Stacy Brinegar is the sole Member of Great Finishes, LLC. She resides with Defendant David Brinegar, her husband, at 119 Lynn Knolls, Scott Depot, WV 25560.

15. Defendant David Brinegar is the co-owner and field manager of Great Finishes and resides at 119 Lynn Knotts, Scott Depot, WV 25560.

III. JURISDICTION AND VENUE

16. 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.

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

IV. BACKGROUND AND APPLICABLE LAW

18. The Defendants engaged in the business of making general repairs, alterations, and improvements, focusing on repairs and replacements of roofs, at the homes or real property of consumers in West Virginia. As such, the Defendants engaged in the business of "contracting" as defined by the West Virginia Contractor Licensing Act ("WVCLA") W. Va. Code § 21-11-3, and the West Virginia Contractor Licensing Board's ("Board") Legislative Rule, 28 C.S.R. 2-3.9.

19. The business activity of the Defendants arising from consumer transactions is subject to the provisions set forth in the WVCCPA, which is enforced by the Attorney General pursuant to W. Va. Code § 46A-7-101 *et seq.*

20. The transactions entered into by the Defendants constitute "home improvement" transactions and, as such, are subject to the Attorney General's Legislative Rule Governing Prevention of Unfair or Deceptive Acts or Practices in Home Improvement and Home Construction Transactions ("Attorney General's Home Improvement Rule"), 142 C.S.R. 5.

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

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

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

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

See W. Va. Code § 46A-6-102(f)(13).

V. RELEVANT PERIOD OF TIME

24. The relevant period of time for this civil action is the time when the Defendants commenced the provision of home improvement contracting services to consumers in West Virginia, up to and including the present and the future.

VI. STATEMENT OF FACTS

25. The Attorney General received at least five formal complaints from consumers reporting that the Defendants have engaged in a wide range of violations of the WVCCPA in the provision of home improvement contracting services in West Virginia.

26. The primary concern as reported by complainants was that the Defendants entered into written contracts and accepted substantial down payments to perform home contracting services but never returned to do the work and did not refund the down payments despite repeated requests by the consumers.

Complaint of Daniel K. Wright

27. Mr. Wright entered into a contract with the Defendants on October 13, 2015 to replace a shingled roof at his residence at 218 Woods Avenue, Oakhill, WV for the total price of \$10,244.02. He made a down payment of \$5,122.01 on October 13, 2015 and promised to pay the balance when the job was completed.

28. As of the date of this Complaint, the Defendants have not begun the work as required by the contract nor have they refunded the down payment to Mr. Wright despite his repeated requests.¹

29. Captain J.K. Sizemore of the Fayette County Sheriff's Department filed a Criminal Complaint against David Brinegar as a result of this matter, a copy of which is attached hereto as Exhibit A and incorporated by reference herein. The Criminal Complaint resulted in a felony charge against Mr. Brinegar for obtaining money under false pretenses, identified as 15-M-10F00976.

Complaint of Leonard Michael Higgins

¹ The Defendants recently provided the Attorney General with a money order for \$1,000.00 payable to Mr. Wright to be applied towards the amount owed.

30. Mr. Higgins entered into a contract with the Defendants on May 1, 2015 to replace the roof on his home at 105 Cobblestone Lane, St. Albans, WV for the total cost of approximately \$16,000.00. He made a down payment of approximately \$8,000.00 and was to pay the balance upon completion of the work.

31. The Defendants did not begin the work on the date promised but did deliver the materials. However, Mr. Higgins was then contacted by LifeTite Metal Products, LLC of Kenna, WV, who sought to seize the materials because the Defendants paid with a check that was dishonored. After pressure from Mr. Higgins, the Defendants paid for the materials, which allowed Mr. Higgins to keep them for use at his home.

32. Thereafter, Mr. Higgins was forced to hire Holstein & Sons of St. Albans to replace the roof on his home for an additional cost of \$4,200.00. Mr. Higgins claims that the Defendants owe him \$3,172.00 for services paid, but not delivered.

Complaint of Lawrence J. Hudson

33. Mr. Hudson hired the Defendants to make improvements to his home at 2092 Pennsylvania Avenue, St. Albans, WV for the total price of \$4,292.27. He made a down payment of \$3,729.27 and was to make an additional payment of \$500.00 when the work was completed. A copy of Mr. Hudson's contract with the Defendants is attached hereto as an exemplar, Exhibit B, and incorporated by reference herein.

34. The Defendants never returned to begin the work, which prompted Mr. Hudson to file the complaint with our office. After intervention by our investigator, the Defendants refunded the down payment of \$3,729.27 to Mr. Hudson.

Complaint of Reginald Palmer

35. Mr. Palmer entered into a contract with the Defendants on January 11, 2016 to install a roof on his home at 1131 Grosscup Avenue, Dunbar, WV for the total cost of \$5,591.69. He made a down payment of \$4,000.00, which he charged to his credit card, and was to pay the balance owed upon completion of the work.

36. The Defendants never returned to begin the work and failed to refund his down payment, which prompted him to file a complaint with our office.

37. Mr. Palmer disputed the charge with his credit card bank and it is believed that the bank issued a charge-back, thereby removing the charge from his account.

Complaint of Deborah Ross

38. Ms. Ross entered into a contract with the Defendants on August 14, 2015, to replace the roof and perform other contracting services at her business which is located at 1218 Fifth Avenue, Huntington, WV for the total price of \$19,101.07. She made an initial down payment of \$9,550.53 and was to pay the remaining balance upon completion of the work.

39. As of the date of this Complaint the Defendants have not returned to do the work nor have they refunded the down payment despite her repeated requests.²

The Attorney General's Investigation

40. In response to the foregoing complaints, the Attorney General opened a formal investigation of the Defendants and sent a letter dated May 2, 2016 demanding that they cease their unlawful practices and refund all payments taken from the complainants for work never performed.

² Ms. Ross represents that the Defendants recently commenced making periodic payments towards the amount owed and have paid \$2,400.00 thus far.

41. In response to the letter, Stacy Brinegar contacted the undersigned counsel to request a meeting on May 13, 2016 at the office of the Attorney General's Consumer Protection Division in Charleston.

42. During the meeting, Stacy Brinegar did not deny the allegations of the complainants. She advised that Great Finishes, LLC had permanently ceased all operations and that she and David Brinegar would no longer engage in the business of providing home contracting services in West Virginia in the future.

43. Despite admitting that Great Finishes, LLC had accepted down payments for work that was never begun as alleged by the complainants, she said there was no ability to make full refunds at this time.

VII. THE ATTORNEY GENERAL'S ENFORCEMENT POWERS

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

45. 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).

46. 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). The Defendants’ actions as alleged herein were clearly willful within the meaning of the WVCCPA.

VIII. CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION

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

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

48. 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).

54. The Defendants' standard contract does not contain any place to list a Contractor License Number and in fact Defendants do not disclose their West Virginia Contractor License Number to consumers in their written contracts as required by 28 C.S.R. 4-4.2.c.

55. The Defendants, by failing to furnish consumers with their West Virginia Contractor License Number in their contract for services, have engaged in an unfair or deceptive act or practice in each such instance, in violation of W.Va. §46A-6-104.

**THIRD CAUSE OF ACTION
(Failure To Begin Or Complete Work By Date Promised)**

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

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

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

59. The Defendants have engaged in an unfair or deceptive act or practice in violation of W.Va. § 46A-6-104 in each instance where they failed to complete or even begin a home improvement project by the completion date listed in the contract.

**FOURTH CAUSE OF ACTION
(Fraud and Deception)**

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

49. 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 also 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.

50. Although the Defendants’ contract contains the required statement referring the consumer to the “attached notice of cancellation form for explanation of this right,” no notices of cancellation were attached to Defendants’ contracts or otherwise furnished to consumers as required by the FTC Rule, 16 C.F.R. § 429.1(b).

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

52. The Defendants, by failing to furnish consumers with a notice of cancellation in duplicate as required by the FTC Rule, have engaged in an unfair or deceptive act or practice in each such instance, in violation of W.Va. §46A-6-104.

SECOND CAUSE OF ACTION
(Failure To List West Virginia Contract License Number In Contract)

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

61. As indicated by the complaints of consumers outlined above, the Defendants entered into contracts and accepted down payments from consumers on multiple occasions to provide home improvement services without ever returning to do the promised work and without refunding down payments after requests from consumers.

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

63. Accepting money from consumers pursuant to home improvements contracts without any intention of providing the services or refunding the money constitutes common law fraud and deception and also violates the WVCCPA, W.Va. Code § 46A-6-102(f)(13) and W.Va. Code §46A-6-104.

IX. PRAYER

WHEREFORE, the State respectfully prays that it be granted relief against Defendant as follows:

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

(b) That the court enter a final order finding that the Defendants have engaged in a course of repeated and willful violations of the WVCCPA as alleged in the causes of action set forth herein above and requiring Defendants to pay a civil penalty of up

to \$5,000.00 to the State for each such violation as authorized by W. Va. Code § 46A-7-111(2);

(c) That the court enter a final order awarding the State a judgment in the amount of \$15,000.00 or such other amount as the court finds is owed, constituting a full refund of all payments collected by the Defendants from consumers arising from home improvement contracts in which they failed to provide any services or refund the money.

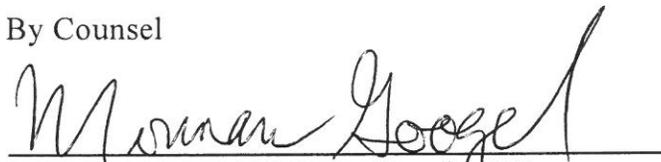
(d) That the court enter a final order as authorized by W. Va. Code § 46A 7-108 requiring that the Defendants reimburse the State for all its attorney's fees and costs expended in connection with the investigation and litigation of this matter; and

(e) That the court enter a final order awarding the State such other and further equitable relief as is proper and just arising from this matter.

Respectfully submitted,

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

By Counsel



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

Exhibit A

IN THE MAGISTRATE COURT OF FAYETTE COUNTY, WEST VIRGINIA

State of West Virginia

v.

Brinegar, David Edward

Case No. _____

Defendant

1102 Ferguson Avenue Charleston, WV 25302 P/S (304) 419-7448

Address

01/15/1976

E759184 (WV)

Date of Birth

Driver's License Number

- Misdemeanor
- Felony

CRIMINAL COMPLAINT

I, the undersigned complainant, upon my oath or affirmation, state the following is true and correct to the best of my knowledge and belief. On or about 10/13/2015 in Fayette County, West Virginia, in violation of W.Va. Code (cite specific section, subsection, and/or subdivision as applicable) 61-3-24(a)(1) Obtaining Money by False Pretenses the defendant did (state statutory language of offense) Unlawfully and feloniously obtain from another by any false pretense, token or representation, with intent to defraud, any money, goods or other property which may be the subject of larceny...

I further State that this complaint is based on the following facts: On Monday, November 30, 2015 I received a complaint from Daniel E. Wright of Oak Hill. Mr. Wright stated that on July 18, 2015 he had signed a contract with David E. Brinegar representing a company known as "Great Finishes, LLC." This contract stated that David Brinegar, DBA Great Finishes, LLC, would "complete roof on the main parts of the house replace with TKO dual black shingles." This contract called for this work to begin on or before August 7, 2015 and to be completed on or before August 15, 2015. The agreed-upon price for this work was to be \$10,244.02, with \$5,122.01 to be paid to Great Finishes, LLC at the time the contract was signed and the balance to be paid upon the completion of the work and inspection and approval by Mr. Wright's mortgage lender. A check in the amount of \$5,122.01 was made payable to "Great Finishes, LLC" on July 18, 2015 and was given to David Brinegar by Mr. Wright on this same date.

The defendant is/has;

- The victim's spouse or ex-spouse
- A parent or guardian of the victim
- A child in common with the victim

- Living with the victim or had lived with the victim
- A person who may be classified as a spouse, parent or guardian to the victim
- None of the above connections to the victim

Continued on attached sheet? yes no

Complainant (who appears before magistrate):

J.K. Sizemore

Name

Fayette County Sheriff's Office

Address

Fayetteville, WV 25840

Captain/Deputy Sheriff

Office or title, if any

Capt. J.K. Sizemore

Complainant Signature

On this complaint, sworn or affirmed before me and signed this date by complainant in my presence, the items(s) checked below apply-

- Probable cause found
- Summons issued
- Warrant issued
- Warrantless arrest
- No probable cause found

Magistrate Signature

Date

<input type="checkbox"/>	Return
<input type="checkbox"/>	Defendant
<input type="checkbox"/>	File
<input type="checkbox"/>	Complainant
<input type="checkbox"/>	Prosecutor

(Criminal Complaint Continued)

This contract was signed by Danny Wright and David Brinegar at Mr. Wright's residence located at 218 Woods Avenue in Oak Hill, Fayette County, WV on July 18, 2015 and the check made payable to Great Finishes, LLC was also given to David Brinegar at this same address in Oak Hill, Fayette County, WV on July 18, 2015. Following the signing of this contract and the initial payment made to David Brinegar DBA Great Finishes, LLC, David Brinegar failed to complete any work whatsoever at this residence as agreed to in this contract and failed to make any contact with Mr. Wright to explain his reason, if any, for failing to do so. Mr. Wright stated that he made numerous attempts to contact David Brinegar by telephone and left messages requesting that Mr. Brinegar contact him but stated that he received no response to these repeated telephone messages.

On August 18, 2015 Mr. Wright sent certified letters to all known business and personal addresses for David Brinegar DBA Great Finishes, LLC. These certified letters advised Mr. Brinegar that a formal complaint would be filed with the Fayette County Sheriff's Office unless Mr. Brinegar made contact with Mr. Wright. After receiving this certified letter Mr. Brinegar finally contacted Mr. Wright and advised him that he had been unable to cash the check because it had been made payable to Great Finishes, LLC., a company which Mr. Brinegar had just purchased, and that Mr. Wright would need to have his insurance company issue a new check.

Mr. Wright subsequently entered into a new written contract with David Brinegar, DBA Great Finishes, LLC. This new written contract was signed by Daniel Wright and David Brinegar at Mr. Wright's residence located at 218 Woods Avenue in Oak Hill, Fayette County, WV on October 13, 2015. This contract specified that David Brinegar DBA Great Finishes, LLC would begin the roofing repair work at the residence of Daniel Wright located at 218 Woods Avenue in Oak Hill, Fayette County, WV on or before November 1, 2015 and that this work would be completed on or before November 13, 2015. When this contract was signed by Daniel Wright and David Brinegar on October 13, 2015 Mr. Wright and his wife, Christina Wright, endorsed a check in the amount of \$5,122.01 and gave this check to David Brinegar. This check was made payable to Daniel Wright, Christina Wright and Great Finishes, LLC. The terms of this contract required that an additional payment of \$5,122.01 would be payable to Great Finishes, LLC when the work at this residence was completed and had been inspected and approved by the insurance company.

Mr. Wright stated that between October 13, 2015 and November 13, 2015 (the latest date that this work was to be completed) that he did not have any contact with David Brinegar. He stated that on Friday, November 13, 2015 David Brinegar contacted him by telephone and told him that the shingles would be delivered to his residence on Monday, November 16, 2015 and that the work would be completed on Tuesday, November 17, 2015. Mr. Wright stated that no one ever delivered any shingles to his residence or showed up to perform any work at his residence. He stated that on November 18, 2015 that David Brinegar contacted his office and left a message that his supplier had failed to deliver the shingles. Mr. Wright stated that he called Mr. Brinegar back and left a message but did not receive a reply. He stated that he had made numerous attempts since that time to contact David Brinegar but no one had returned his telephone calls and that no one had ever shown up to complete the work agreed to in this written contract.

I ran a search through the West Virginia Contractors Licensing Board and found that license number WV053954 with an expiration date of July 27, 2016 is issued in the name of Great Finishes, LLC. The corporate address for this business is listed as 705 Winfield Road in Saint Albans, WV. The two telephone numbers listed for this business, (304) 769-8650 and (304) 760-8650 have both been disconnected. I called the telephone number listed for David Brinegar on the contract he signed with Mr. Wright, (304) 419-7448 and left a message but never received a response. I also called the telephone number listed for Mr. Brinegar's wife,

Capt. J. K. Sizemore

Stacy Brinegar, (304) 419-9158 and left a message on this voice mail as well but never received a response. A driver's query on David Brinegar indicated that he resides at 1102 Ferguson Avenue in Charleston, WV.

It is clear from this investigation that on October 13, 2015 David E. Brinegar, DBA Great Finishes, LLC and/or on behalf of Great Finishes, LLC signed a written contract with Daniel E. Wright to perform certain roofing repairs to the residence of Daniel E. Wright located at 218 Woods Avenue in Oak Hill, Fayette County, WV. This contract was signed by David E. Brinegar and Daniel E. Wright at 218 Woods Avenue in Oak Hill, Fayette County, WV and Daniel E. Wright and his wife, Christina Wright, endorsed a check from their mortgage company, Green Tree, in the amount of \$5,122.01 and gave this check to David E. Brinegar on October 13, 2015. David E. Brinegar never purchased nor delivered the shingles and other materials necessary to complete the repairs to the roof of the Wright residence and never completed any of the required work at this residence. The terms of the written contract called for David E. Brinegar, DBA Great Finishes, LLC to commence this work on or before November 1, 2015 and to have this work completed no later than November 13, 2015. As of December 1, 2015 David E. Brinegar has not made any contact with Daniel E. Wright since November 18, 2015 and his message on that date was that his supplier had failed to deliver the shingles as promised. David E. Brinegar has made no good-faith attempt to contact Mr. Wright since that time, has not attempted to purchase or obtain shingles from any of the numerous retail stores such as Lowe's, Home Depot and 84 Lumber in the Upper Kanawha Valley and in Fayette and Raleigh Counties, has not made any attempt to perform the required work at Mr. Wright's residence and has not reimbursed Mr. Wright any portion of the sum of \$5,122.01 paid to him in good faith on October 13, 2015. Although the ability of roofing repair businesses to complete jobs is often limited by prevailing weather conditions, there have been several consecutive warm, temperate and dry days between October 13, 2015 and November 30, 2015 during which this roofing repair job could have been completed. It is therefore clear that David E. Brinegar has clearly and intentionally engaged in a scheme to defraud Daniel E. Wright and Green Tree of this sum. I am therefore seeking a felony warrant for the arrest of David E. Brinegar for the crime of "Obtaining Money Under False Pretenses."



Captain J.K. Sizemore,
Fayette County Sheriff's Office

White - return
Green - defendant
Yellow - file
Pink - complainant
Goldenrod - prosecutor

Exhibit B

Customer(s): Larry Hudson Date: 8/16/15
Address: 209B City: St Albans State: WV Zip: 26117
Home Phone: ()- - - - - Cell Phone: (301) 519-4009
Email: @ .com Other Contact:

THIS CONTRACT made the 16 day of October, 2015 (year) by and between Great Finishes LLC hereinafter called the Contractor and Larry Hudson hereinafter called the Owner, Witnesseth, that Contractor and Owner, for the considerations named, agree as follows:

Article 1. Scope of the Work

Contractor shall furnish all of the materials and perform all the work described as follows: (Specify the nature, general description, and scope of project.)

Remove & Replace all Shingles: New Gutt. New Soff. edge, New P. New, RV
New Soff. Flashing. New T&G AB Shingles. Vintage Green Remove 2 First Flashes on
Street. New wood of porch etc.

The work shall be performed on property located at: 209B Pennsylvania Ave St Albans WV 26117

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before Nov 20, 2015 (year) and shall be completed on or before Nov 22, 2015 (year).

Article 3. The Contract Price

Owner shall pay Contractor for material and labor to be performed under the Contract the sum of \$ 4,229.27, subject to additions and deductions pursuant to authorized change orders.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following: (Specify.)
1st payment \$3,729.27 2nd payment \$500.00

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to, any such alteration or deviation involving additional material and/or labor costs, will be performed only upon a written order for same, signed by Owner and Contractor and, if there is any charge for such alteration or deviation, the additional charge will be added to the Contract Price of this Contract. If payment is not made when it is due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of 3 days from the due date of payment shall be deemed a material breach of this contract. In addition, the following general provisions apply. In witness whereof, the undersigned Owner and Contractor do hereby agree to the terms of this contract.

- 1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
- 2. Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done, a description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
- 3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- 4. Contractor may, at its discretion, engage licensed subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and, in all instances, remain responsible for the proper completion of this Contract.
- 5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
- 6. All change orders shall be in writing and signed by both Owner and Contractor and shall be incorporated in and become part of the Contract.
- 7. Contractor warrants it is adequately insured for injury to its employees and the others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.
- 8. Contractor shall, at its own expense, obtain all permits necessary for the work to be performed.
- 9. Contractor agrees to remove all debris and leave the premises in broom clean condition.
- 10. In the event Owner shall fail to pay and periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
- 11. Contractor shall not be liable for any delay due to circumstances beyond its control including weather, strikes, casualty, or general unavailability of materials.

Article 6. Addendums/ Change Orders - An addendum may be added to this Contract after the execution date of the original Contract. The addendum must make specific reference to the original Contract document and be signed and dated by both Owner and Contractor.

"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."

Owner Signature: Larry Hudson Date: 10-16-15
Contractor Signature: [Signature] Date: 10/16/15

VERIFICATION

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

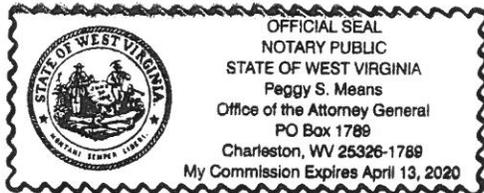
I, NORMAN GOOGEL, SENIOR ASSISTANT ATTORNEY GENERAL, being duly sworn, depose and say that I am the counsel of record for the Plaintiff in the Complaint For Injunction, Consumer Restitution, Disgorgement, Civil Penalties in the foregoing styled civil action; that I am familiar with the contents of the foregoing Complaint; and that the facts and allegations contained therein are true, except such as are therein stated upon information and belief, and that as to such allegations I believe them to be true.



Norman Googel (WV State Bar # 1438)
Senior Assistant Attorney General
Consumer Protection Division and
Antitrust Division

Taken, subscribed, and sworn to before me in the County and State aforesaid this 15th day of July, 2016.

My commission expires April 13, 2020.




NOTARY PUBLIC

SUMMONS

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

STATE OF WEST VIRGINIA ex rel.
PATRICK MORRISEY,
Attorney General,

Plaintiff,

v.

Civil Action No. 16-C-1135
JUDGE King

GREAT FINISHES, LLC, a limited liability
Company; STACY BRINEGAR, its Member;
and DAVID BRINEGAR,

Defendants.

To the above-named Defendant:

GREAT FINISHES, LLC
19 Lynn Knolls
Scott Depot, WV 25560

IN THE NAME OF THE STATE OF WEST VIRGINIA, you are hereby summoned and required to serve upon Norman A. Googel, Plaintiff's attorney, whose address is Post Office Box 1789, Charleston, West Virginia 25326-1789, an answer, including any related counterclaim you may have, to the complaint filed against you in the above-styled civil action, a true copy of which is herewith delivered to you. You are required to serve your answer within thirty (30) days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint and you will be thereafter barred from asserting in another action any claim you may have which must be asserted by counterclaim in the above-styled civil action.

Dated 7-27-16

Cathy S. Gatson, Clerk
Clerk of Court _____

By J. Bradshaw
Deputy Clerk

SUMMONS

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

**STATE OF WEST VIRGINIA ex rel.
PATRICK MORRISEY,
Attorney General,**

Plaintiff,

v.

Civil Action No. 16-C-1135
JUDGE King

**GREAT FINISHES, LLC, a limited liability
Company; STACY BRINEGAR, its Member;
and DAVID BRINEGAR,**

Defendants.

To the above-named Defendant:

STACY BRINEGAR
19 Lynn Knolls
Scott Depot, WV 25560

IN THE NAME OF THE STATE OF WEST VIRGINIA, you are hereby summoned and required to serve upon Norman A. Googel, Plaintiff's attorney, whose address is Post Office Box 1789, Charleston, West Virginia 25326-1789, an answer, including any related counterclaim you may have, to the complaint filed against you in the above-styled civil action, a true copy of which is herewith delivered to you. You are required to serve your answer within thirty (30) days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint and you will be thereafter barred from asserting in another action any claim you may have which must be asserted by counterclaim in the above-styled civil action.

Dated 7-27-16

Clerk of Court _____

Cathy S. Gatson, Clerk

By J. Bradshaw
Deputy Clerk

SUMMONS

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

STATE OF WEST VIRGINIA ex rel.
PATRICK MORRISEY,
Attorney General,

Plaintiff,

v.

Civil Action No. 16-C-1135
JUDGE King

GREAT FINISHES, LLC, a limited liability
Company; STACY BRINEGAR, its Member;
and DAVID BRINEGAR,

Defendants.

To the above-named Defendant:

DAVID BRINEGAR
19 Lynn Knolls
Scott Depot, WV 25560

IN THE NAME OF THE STATE OF WEST VIRGINIA, you are hereby summoned and required to serve upon Norman A. Googel, Plaintiff's attorney, whose address is Post Office Box 1789, Charleston, West Virginia 25326-1789, an answer, including any related counterclaim you may have, to the complaint filed against you in the above-styled civil action, a true copy of which is herewith delivered to you. You are required to serve your answer within thirty (30) days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint and you will be thereafter barred from asserting in another action any claim you may have which must be asserted by counterclaim in the above-styled civil action.

Dated 7-27-16

Clerk of Court

Cathy S. Gatson, Clerk

By J. Bradshaw
Deputy Clerk