

VIRGINIA:

IN THE CIRCUIT COURT OF PAGE COUNTY

COMMONWEALTH OF VIRGINIA,
EX REL. MARK R. HERRING,
ATTORNEY GENERAL,

Plaintiff,

v.

RICKY HARMON PETTIT,
an individual, d/b/a Pettit's Home Improvement,
a/k/a Ricky H. Pettit Home Improvement,
and a/k/a R. H. Pettit Builders,

SERVE: Ricky Harmon Pettit
2093 Pine Grove Road
Stanley, Virginia 22851-5014
(County of Page)

Defendant.

CIVIL ACTION NO. _____

COMPLAINT

The Plaintiff, Commonwealth of Virginia, by, through, and at the relation of its Attorney General, Mark R. Herring (the "Plaintiff" or the "Commonwealth"), petitions this Court to declare that the activities in which the Defendant, Ricky Harmon Pettit, individually and doing business as Pettit's Home Improvement, a/k/a Ricky H. Pettit Home Improvement, and a/k/a R. H. Pettit Builders ("Pettit" or the "Defendant") has engaged constitute violations of the Virginia Consumer Protection Act ("VCPA"), Virginia Code §§ 59.1-196 through 59.1-207, and Virginia Code § 54.1-1115(B)(i), which prohibits contracting without a license; to enjoin these violations; to restore to consumers the sums acquired from them in violation of the VCPA; and to award civil penalties, expenses, and attorneys' fees to the Commonwealth. The Commonwealth prays

that this Court grant the relief requested in this Complaint and states the following in support thereof:

JURISDICTION AND VENUE

1. The Commonwealth brings this action pursuant to the authority set forth in § 59.1-203 of the VCPA, which provides, among other things, that the Attorney General may bring an action to enjoin any violation of the VCPA. Section 54.1-1115(B)(i) provides that any violation of that subsection involving a consumer transaction is also a violation of the VCPA.

2. The Circuit Court for Page County has authority to entertain this action and to grant the relief requested herein pursuant to Virginia Code §§ 8.01-620, 17.1-513, 59.1-203, 59.1-205, and 59.1-206.

3. Venue is permissible in this Court pursuant to Virginia Code § 8.01-262 (1), (3), and (4) because the Defendant resides and has his principal place of employment in Page County, because there exists a practical nexus to Page County including the location of fact witnesses, the Plaintiff's office, and other evidence to the action, because the Defendant regularly conducts substantial business activity in Page County, and because portions of the causes of action arose in Page County. Venue is preferred in this Court pursuant to Virginia Code § 8.01-261(15)(c) because some or all of the acts to be enjoined are, or were, being done in Page County.

4. In accordance with Virginia Code § 59.1-203(B), prior to commencement of this action, the Plaintiff gave the Defendant written notice that these proceedings were contemplated and a reasonable opportunity to appear before the Office of the Attorney General to demonstrate that no violations of the VCPA had occurred, or in the alternative, to execute an appropriate Assurance of Voluntary Compliance that is acceptable to the Commonwealth. The Defendant

did not respond to the written notice.

PARTIES

5. The Plaintiff is the Commonwealth of Virginia, by, through, and at the relation of Mark R. Herring, Attorney General of Virginia.

6. The Defendant, Ricky Harmon Pettit, is an individual who conducts business as a sole proprietorship under various names including Pettit's Home Improvement, Ricky H. Pettit Home Improvement, and R. H. Pettit Builders. On information and belief, the Defendant currently resides at, and his contractor work is based out of, 2093 Pine Grove Road, Stanley, Virginia 22851-5014. Pettit's Home Improvement, Ricky H. Pettit Home Improvement, and R. H. Pettit Builders are not incorporated or otherwise registered with the Virginia State Corporation Commission. Pettit is not, and at all relevant times herein has not been, licensed as a contractor by the Virginia Department of Professional and Occupational Regulation Board for Contractors.

FACTS

7. Pettit is an individual doing business under a number of names who provides contractor services to individuals in their homes. Pettit has provided contractor services with estimates for jobs greater than \$1,000 in Central and Northern Virginia, with his Page County address listed on business documents including a contract and an invoice.

8. On information and belief, Pettit has operated under valid contractor licenses in the past, but all such licenses have been expired or terminated since June 2010 or earlier.

9. Pettit has engaged in a pattern and practice of offering contractor services to consumers, obtaining money in advance of performing those services, and failing to follow through with the completion of those services as promised.

10. Consumers hired Pettit to do repairs and renovations, paid Pettit down payments, and did not receive the contracted for and promised services.

11. Often, Pettit would make additional representations and promises regarding work to be done that was never completed. On at least one occasion, Pettit represented that he was a plumber, when in fact he has never held a tradesmen license with a plumbing specialty as required by Virginia Code §§ 54.1-1128 and 54.1-1129.

12. In one instance, a consumer paid Mr. Pettit a total of \$2,524.99 for promised services, which were never completed. The promised work began in early 2016 and included installing floor and wall tiles in a bathroom, and later installing a toilet, pedestal sink, and hot water heater.

13. Pettit provided the consumer a copy of an invoice representing that Pettit is an electrical and plumbing contractor (attached as Exhibit A with redacted consumer name and street), and a business card with the name "R. H. Pettit Builders" and the words "Class A Licensed & Insured" written on the card (attached as Exhibit B).

14. The consumer brought a civil action in Staunton General District Court and obtained a judgment for \$20,099.96 plus \$56.00 in costs and \$800.00 in attorney fees, but has not recovered any money from Pettit.

15. In another instance, a consumer entered into a written contract of \$25,000.00 to renovate her kitchen, and ultimately made payments of \$21,000.00 to Pettit, including \$4,500.00 for a countertop, for which Mr. Pettit eventually promised to reimburse her. The agreement, dated January 31, 2016, describes Pettit as "the Contractor" (attached as Exhibit C with redacted consumer signature).

16. Pettit entered a guilty plea for practicing a profession or occupation without

holding a valid license, and the consumer was awarded, and the consumer received, \$4,500.00 in criminal restitution by the Prince William General District Court.

17. The remaining \$16,500.00 in monies paid has not been returned by Pettit, and the consumer expended additional monies to finish the work.

18. A website for Pettit's Home Improvement located at <https://www.rpettit.com/> indicates that it is "Class A Licensed, Insured, Background Checked" (attached as Exhibit D).

19. Pettit is not, and at the relevant times was not, licensed by the Virginia Department of Professional and Occupational Regulation Board for Contractors, and on information and belief, Pettit was not insured at the relevant times he was providing services as a contractor.

20. On information and belief, Pettit engaged in a pattern and practice of making false statements and unfulfilled promises throughout his transactions with consumers, and engaged in other bad acts such as damaging property and changing the locks at one consumer's property without authorization.

21. Pettit continues to advertise on his website that he is licensed and insured.

CAUSES OF ACTION

22. The Plaintiff re-alleges and incorporates herein by reference all matters set forth in Paragraphs 1 through 21 above.

23. The Defendant is now, and was at all relevant times mentioned herein, a "supplier" of "goods" or "services" in connection with "consumer transaction[s]" as those terms are defined in § 59.1-198 of the VCPA.

24. By advertising, selling, and offering for sale services as a contractor to consumers in their homes, the Defendant has engaged and does engage in "consumer transaction[s]," as

defined in § 59.1-198 of the VCPA.

25. By undertaking to bid upon, accepting, and offering to accept various contracts over \$1,000 for the construction, removal, repair, and improvement in consumers' homes, the Defendant is a "contractor," as defined in Virginia Code § 54.1-1100, requiring a Virginia contractor's license under Virginia Code § 54.1-1103.

26. In undertaking work without a valid Virginia contractor's license, falsely indicating the words "insured" and "licensed" on a business card and website, failing to complete work as promised, and making various other false statements and unfulfilled promises, the Defendant has engaged in the following acts and practices, which are prohibited practices under the VCPA:

- a. Misrepresenting the source, sponsorship, approval, or certification of goods or services, in violation of § 59.1-200(A)(2);
- b. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits, in violation of § 59.1-200(A)(5);
- c. Advertising goods or services with intent not to sell them as advertised, or with the intent not to sell at the price or upon the terms advertised, in violation of § 59.1-200(A)(8);
- d. Using any deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction, in violation of § 59.1-200(A)(14); and
- e. Violating the provisions of Virginia Code § 54.1-1115(B)(i) by undertaking work without a valid Virginia contractor's license or certificate when a license or certificate is required, in violation of § 59.1-200(A)(46).

27. Individual consumers have suffered losses as a result of the Defendant's violations of § 59.1-200(A)(2), (5), (8), (14), and (46) of the VCPA.

28. The Defendant has willfully engaged in the acts and practices described in this Complaint in violation of the VCPA.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff, Commonwealth of Virginia, prays that this Court:

A. Permanently enjoin Pettit from violating Virginia Code § 59.1-200(A)(2), (5), (8), (14), and (46) of the VCPA and Virginia Code § 54.1-1115(B)(i), pursuant to Virginia Code § 59.1-203;

B. Grant judgment against Pettit and award to the Commonwealth all sums necessary to restore to any consumers the money or property acquired from them by Pettit in connection with his violations of § 59.1-200(A)(2), (5), (8), (14), and (46) of the VCPA and Virginia Code § 54.1-1115(B)(i), pursuant to Virginia Code § 59.1-205;

C. Grant judgment against Pettit and award to the Commonwealth civil penalties of up to \$2,500 per willful violation of § 59.1-200(A)(2), (5), (8), (14), and (46) of the VCPA and Virginia Code § 54.1-1115(B)(i), pursuant to Virginia Code § 59.1-206(A);

D. Grant judgment against Pettit and award to the Commonwealth its costs, reasonable expenses incurred in investigating and preparing the case up to \$1,000.00 per violation of § 59.1-200(A)(2), (5), (8), (14), and (46) of the VCPA and Virginia Code § 54.1-1115(B)(i), and its attorneys' fees, pursuant to Virginia Code § 59.1-206(C); and

E. Order such other and further relief as may be deemed proper and just.

COMMONWEALTH OF VIRGINIA,
EX REL. MARK R. HERRING,
ATTORNEY GENERAL

By: 
Stephen John Sovinsky

Mark R. Herring
Attorney General

Cynthia E. Hudson
Chief Deputy Attorney General

Samuel T. Towell
Deputy Attorney General

Richard S. Schweiker, Jr.
Senior Assistant Attorney General and Chief

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Assistant Attorney General and Unit Manager

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Assistant Attorney General

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Phone: (804) 823-6341
Fax: (804) 786-0122
Email: ssovinsky@oag.state.va.us

Rick Pettit



Contractor
Electrical and Plumbing

2093 Pine Grove Road • Stanley, VA 22851
(540) 778-5390 - Cell (540) 860-2256

DATE April, 2016

CUSTOMER'S NAME [REDACTED]			
STREET [REDACTED]			
CITY <u>Spartan</u>		STATE <u>VA</u>	ZIP
CUSTOMER P.O. NUMBER			
QTY.	DESCRIPTION	PRICE	AMOUNT
	<u>Ticket # A23211</u>		<u>412</u> ⁰⁰
	<u>2 3/4x3/4 fittings -</u>		<u>13</u> ⁰⁰
	<u>4 90° CPVC Elbows -</u>		<u>12</u> ⁰⁰
	<u>1 gallon Tilt Adhesive -</u>		<u>16</u> ⁰⁰
		<u>Total</u>	<u>463</u> ⁰⁰
	<u>2 men labor</u>		<u>900</u> ⁰⁰
	<u><i>Rick Pettit</i></u>		
	<u>4-1-2016</u>		
		SUB-TOTAL	
		TAX	
		SHIPPING	
		TOTAL	<u>1363</u> ⁰⁰

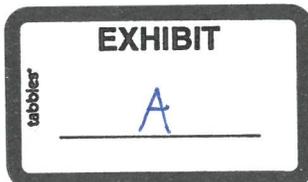
INVOICE NO. _____

177499

RECEIVED

JUN 01 2017

COMMERCIAL INTERSECTION



R. H. PETTIT BUILDERS



Class A Licensed & Insured
CUSTOM BUILDER AT AFFORDABLE PRICES

Rick Pettit
2093 Pine Grove Road
Stanley, VA 22851

(540) 778-5390
Cell (540) 860-2256

EXHIBIT

tabbler

B

PETTIT'S HOME IMPROVEMENT

2093 Pine Grove Road

Stanley, VA 22851

Home: 540-778-5390

Cell: 540-860-2256

Cost Plus Fixed Fee Contract

Date: Jan 31, 2016
Owner: _____
Address: _____
City, State, Zip: _____

This agreement is made this 1-31-16 day of _____, 20 16, between _____, the Owner, and Pettit's Home Improvement/Ricky H. Pettit, the Contractor. The Owner and the Contractor agree as set forth:

1. The Contractor accepts the relationship of trust and confidence established between his company and the Owner by this agreement. He covenants with the Owner to furnish his best skill and judgment in furthering the interest of the Owner. He agrees to furnish efficient business administration and supervision and to use his best efforts to furnish at all times an adequate supply of workers and materials, and to perform the work in a most expeditious, economical and workmanlike manner.

2. The work to be performed under this contract shall start on the date Feb 8, 2016.
The Contractor shall use his best efforts to complete said work of improvement on or before 1-3-1-2016.

3. The Owner agrees to reimburse the Contractor for the direct "cost of the work" as defined in paragraph 6 below. Such reimbursement shall be in addition to the Contractor's fee stipulated in paragraph 4 below.

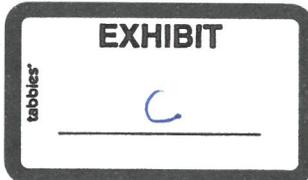
4. In consideration of the performance of the contract, the Owner agrees to pay the Contractor as compensation for his services a contractor's fee as follows:
All costs incurred over total project length paid as per paragraph 11, plus a fixed fee of TOTAL JOB 25,000.00 per _____.

5. The scope of the work shall consist of the "categories of work" described on the estimate attached hereto. The estimate is attached solely for the purpose of describing the category of work. The pricing on the estimate shall have no bearing on the cost of the work.

6. The term "cost of work" shall mean costs necessarily and reasonably incurred in the performance of the work and actually paid by the Contractor, including all costs incurred due to changes and extras not listed on the attached estimate.

7. The Contractor shall procure the necessary permits for the work of improvement. The Owner shall pay the governmental fees and the Contractor's charges for said permit.

8. All portions of the work that the Contractor's employees cannot perform directly shall be performed under subcontracts. Unless the Owner has agreed in advance, all subcontracts shall be on a fixed price basis. The Contractor shall secure the Owner's consent before entering into any subcontracts.



9. The Contractor shall keep full and detailed accounts as may be necessary for proper financial management under this agreement. The Owner shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this contract, and the Contractor shall preserve all such records for a period of three years after the final payment.

10. The Owner agrees to pay a twenty-five percent (25%) deposit upon obtaining permits or start of job, whichever occurs first.

11. The Contractor shall, every two weeks during the course of work, deliver to the Owner a statement showing in complete detail all costs incurred by his company in the execution of this contract for the preceding two week period. Accompanying said statement shall be a copy of all back-up documentation including material procurement invoices, payrolls for all the labor, and all receipted bills for which payment is due. The Owner shall review the statement and shall remit such amount within three days of the Owner's receipt of the statement. The final payment, constituting the unpaid balance of the cost of the work and the final Contractor's fee, shall be paid by the Owner to the Contractor when the work has been completed and the contract fully performed.

12. The Contractor agrees to maintain workers' compensation and liability insurance in effect throughout the course of the work.

13. The Contractor hereby agrees to hold the Owner harmless and to indemnify the Owner against any and all claims which may arise during the course of the work as a consequence of the negligent acts or deliberate omissions of the Contractor, its agents or employees.

15,000.00 - Paid Deposit 1-31-2016 -

This Agreement is executed as of the date first written above.

Payment of 15,000.00 Begin -
Begin of work - 6/01/16

4,000.00 when complete.

Owner:

Name: _____

Contractor:

Pettit's Home Improvement

Ricky H. Pettit

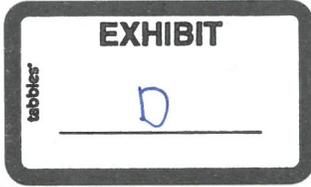
Name: Ricky H. Pettit, Manager/Owner

1-31-2016

Date

1-31-2016

Date



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no job too small.

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needs.

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faux finishes.

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and customer service.

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HAPPY CUSTOMERS

Pettit's Home Improvement



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540-860-2256

Proud veteran of the U.S. Army.



Project: Hire a Handyman

Rick Pettit has integrity. He was very quick getting the work done and we are very pleased with the work.

- A Homeowner in Front Royal, VA



Project: Hire a Handyman

I had a great experience with Mr. Pettit. He is honest, reliable and very professional in his work. He went above and beyond his duty to fix my problems, Because of his outstanding work, I am going to get him to do some more jobs for me. I highly recommend him to anyone needing any repair work done.

- Tommy F. in Charlottesville, VA



Project: Hire a Handyman

Rick Pettit installed my washing machine. I then hired him to replace a toilet. Now, I've hired him to redo my bath! Great worker. Great prices. Grateful customer!

- A Homeowner in Warrenton, VA

hospital. They came when they promised and completed the work in a reasonable time - the work was very professional and looks great!!! If you want a class job done, hire Ricky Pettit!!

- Sally & Dick L in Stuarts Draft, VA

CONTACT US 24/7

CALL US

540-860-2256

EMAIL US

pettit3@comcast.net

COUNTIES COVERED (VA)

- | | |
|-----------|----------------|
| Albemarle | Madison |
| Augusta | Page |
| Clarke | Prince William |
| Culpeper | Rappahannock |
| Fauquier | Rockingham |
| Greene | Shenandoah |
| Loudoun | Warren |

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Message

GET A JOB DONE

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