

COMMONWEALTH OF KENTUCKY  
FAYETTE CIRCUIT COURT  
CIVIL ACTION NO. \_\_\_\_\_  
DIVISION \_\_\_\_\_

COMMONWEALTH OF KENTUCKY *ex rel.*  
ANDY BESHEAR ATTORNEY GENERAL

PLAINTIFF

COMPLAINT

v.

AMERICAN HOME DESIGN, INC.  
d/b/a SUNROOMS & MORE

DEFENDANT

Serve:

Jerod Hagen  
163 Old Todds Road  
Lexington, KY 40509

SUNROOMS & MORE LOUISVILLE, LLC

DEFENDANT

Serve:

Jerod Hagen  
163 Old Todds Road  
Lexington, KY 40509

SUNROOMS & MORE NKY, LLC

DEFENDANT

Serve:

Jerod Hagen  
163 Old Todds Road  
Lexington, KY 40509

and

JEROD HAGEN, INDIVIDUALLY

Serve:

Jerod Hagen  
163 Old Todds Road  
Lexington, KY 40509

DEFENDANT

\*\*\*\*\*

Comes the Plaintiff, the Commonwealth of Kentucky *ex rel.* Attorney General Andy  
Beshear, and for its Complaint against the Defendants states as follows:

## I. PARTIES, JURISDICTION, AND VENUE

1. Plaintiff, the Commonwealth of Kentucky *ex rel.* Attorney General Andy Beshear (hereinafter “Plaintiff”, “Attorney General” or “Commonwealth”), is responsible for the enforcement and administration of Kentucky law, including the Kentucky Consumer Protection Act, KRS 367.110, et seq. He is authorized by KRS 367.190 to bring this action in the name of the Commonwealth of Kentucky and has determined that it is in the public interest to do so.

2. The Defendant, American Home Design, Inc. (hereinafter “AHD”), is a for-profit Kentucky corporation with its principle place of business at 163 Old Todds Road, Lexington, KY 40509. Sunrooms and More is an assumed name of American Home Design, Inc. Defendant, Jerod Hagen (hereinafter “Hagen”), is the owner, incorporator, sole director and officer, and registered agent of AHD.

3. The Defendant, Sunrooms and More Louisville, LLC, is a Kentucky limited liability corporation with its principle place of business at 163 Old Todds Road, Suite 125, Lexington, KY 40509. Defendant, Jerod Hagen, is the manager, organizer, and registered agent of Sunrooms and More Louisville, LLC.

4. The Defendant, Sunrooms and More NKY, LLC, is a Kentucky limited liability corporation with its principle place of business at 163 Old Todds Road, Suite 125, Lexington, KY 40509. Defendant, Jerod Hagen, is the manager, organizer, and registered agent of Sunrooms and More NKY, LLC.

5. The Court has jurisdiction of this matter pursuant to KRS 367.190(1) because the Attorney General has reason to believe that Defendants are using or have used methods, acts, or practices declared to be unlawful by the Kentucky Consumer Protection Act, KRS 367.110, et

seq., and that these proceedings are in the public interest. The Court also has jurisdiction over this matter pursuant to KRS 367.290(1) because Defendants have failed to comply with an investigative demand.

6. Venue is proper in Fayette County pursuant to KRS 367.190(1) because the individual defendant resides and the corporate defendants have their principle place of business in Fayette County.

## II. LAW

7. The Plaintiff repeats and realleges each and every allegation and statement above as though fully set forth herein, and incorporates the same by reference.

8. “Unfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce are ... unlawful” under the Kentucky Consumer Protection Act. KRS 367.170.

9. The Attorney General is charged with protecting Kentucky consumers by enforcing the Kentucky Consumer Protection Act, KRS 367.120, and this authority includes conducting investigations and taking action on those findings, if warranted. KRS 367.150.

10. To accomplish these objectives, the Attorney General has the authority to issue an investigative demand to persons who the Commonwealth believes have engaged in or are about to engage in practices which are violations of the Kentucky Consumer Protection Act, and to anyone else who has information, documentary material, or physical evidence relevant to the suspected violations. KRS 367.240(1).

11. If the person to whom an investigative demand has been sent objects to the demand, or wishes to extend the time to respond, they may petition the Court within twenty (20) days after the demand has been served or before the return date, whichever is shorter. KRS 367.240(2).

12. Because it is so important to gather appropriate information in an investigation, if a person fails to respond to an investigative demand, the Attorney General may seek injunctive relief prohibiting the conduct of any trade or commerce and suspending the corporate charter until the investigative demand is answered. KRS 367.290(1).

13. If the Attorney General has reason to believe that a person is using, has used, or is about to use any unfair, false, misleading, or deceptive act or practice in the conduct of any trade or commerce, he may seek an injunction. KRS 367.190.

14. If the court finds that a person willfully violated the Kentucky Consumer Protection Act, a civil penalty of “not more than two thousand dollars \$2,000 per violation...” can be imposed. KRS 367.990(2).

15. In order to protect consumers from abuses which occur when the sale of goods or services occurs in the consumer’s home, the legislature has also enacted KRS 367.410 – 367.460 regarding home solicitation sales. The statute outlines a buyer’s right to cancel and provides in pertinent part that:

(1) ... [t]he buyer has the right to cancel a home solicitation sale until midnight of the third business day after the day on which the buyer signs an agreement or offer to purchase which complies with this part.

(2) Cancellation occurs when the buyer gives written notice of cancellation to the seller at the address stated in the agreement or offer to purchase.

(3) Notice of cancellation, if given by mail, is given when it is deposited in a mailbox properly addressed and postage prepaid.

(4) Notice of cancellation given by the buyer need not take a particular form and is sufficient if it indicates by any form of written expression the intention of the buyer not to be bound by the home solicitation sale.

...

KRS 367.420.

16. The statute also sets forth certain requirements for the contract and provides that:

(1) In a home solicitation sale, unless the buyer requests the seller to provide goods or services in an emergency, the seller must present to the buyer and obtain his signature to a written agreement or offer to purchase which designates as the date of the transaction the date on which the buyer actually signs and contains a statement of the buyer's rights which complies with subsection (2).

(2) The statement must:

(a) Appear under the conspicuous caption: "BUYER'S RIGHT TO CANCEL," and

(b) Read as follows: "If this agreement was solicited to your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want goods or services and must be mailed before midnight of the third business day after you sign this agreement. The notice must be mailed to:

\_\_\_\_\_,"

(3) Until the seller has complied with this section the buyer may cancel the home solicitation by notifying the seller in any manner and by any means of his intention to cancel.

KRS 367.430.

### III. FACTS

17. The Plaintiff repeats and realleges each and every allegation and statement above as though fully set forth herein, and incorporates the same by reference.

18. Defendants build sunroom additions and provide other home remodeling services which they sell through home solicitation. Home solicitation sales take place in the consumer's home instead of the seller's place of business. Such sales include door-to door sales and sales by pre-arranged appointments. Because the sale is in the consumer's home, special protections apply.

KRS 367.410, et seq.

19. The contract used by Defendants for these sales contains a "default provision" which states as follows:

10. DEFAULT: In the event default occurs prior to commencement of the specified work made after the expiration of Owner(s)/Buyers(s) right to cancel for any reason, Contractor shall receive twenty-five (25%) of the cash price as liquidated damage, and not as a penalty. In the event of the specified work, Contractor may cease further work under this contract, recover from Owner(s) is [sic] cost incurred plus its anticipated profite [sic] enforce its security interest, if any, and shall have such further additional cost and interest. In the event of any dispute between the Owner(s) and any jurisdiction [sic].

A copy of the contract is attached as Exhibit 1 and incorporated by reference as if fully set forth herein. All consumer identification information has been redacted from the public record.

20. Defendants have threatened consumers, including but not limited to consumers attempting to exercise their statutory 3-day right of cancellation with a twenty-five percent (25%) cancellation fee, forcing consumers to complete the contract or settle for some other type of home improvement.

21. The contract used by Defendants for these sales also contains a “cancellation provision” which states as follows:

14. You may cancel this transaction at any time before midnight of the third business day after the date of this transaction. You must mail a notice to the contractor stating you do not want the goods or services specified above. The notice must be mailed to:

Sunrooms and More  
163 Old Todds Road, Suite #125, Lexington, KY 40509

22. Consumers have notified Defendants of their wish to cancel within three (3) business days by certified mail, return receipt requested; regular mail, postage pre-paid; and hand-delivery to the business address, but the cancellation has not been honored.

23. Defendants have cashed the down payment checks and made draws against the financing on the same or second day the contract was signed. The Defendants have then refused to refund the money when requested after cancellation. It has taken days, weeks, and even months for

consumers to get a refund of the down payment or for the finance company to receive a repayment. Some consumers still owe the finance company for finance charges or interest.

24. Defendants have told consumers that they have to sign a special paper in order to cancel but do not provide the paper until the time to cancel has passed. Defendants have then denied the cancellation as untimely and refused to refund the money.

25. Defendants have told consumers that the refund had been mailed, but consumers never received it.

26. Defendants have refused to return refunds even though financing was not obtained.

27. Defendants have told consumers that the paperwork that they are signing is to qualify for financing and not a contract. Once the consumer qualifies for financing, Defendants have taken a draw against the financing prior to the cancellation period in order to coerce consumers not to cancel.

28. Defendants have allowed consumers to enter into contracts setting up a payment schedule, *i.e.*, one-third (1/3) of the total price upon signing and the rest upon completion, and have then immediately requested more money alleging that the workers will not get paid or the project will not be completed unless consumers pay ahead of schedule.

29. Defendants have failed to show up when scheduled, refused to return calls, made mistakes measuring, failed to order the supplies and products needed, failed to order and install the correct product, failed to have the tools needed, used products of lesser quality than promised, failed to install the products correctly or perform the work in a workmanlike manner, and taken months or even years to finish a project.

30. Defendants have failed to fix defective work when requested.

31. Defendants have failed to obtain the necessary permits and inspections. Defendants have also failed to obtain Homeowner Association and zoning approvals where required.

32. Defendants have refused to pay subcontractors, causing them to place or to threaten to place a lien on consumers' houses.

33. From February 12, 2010, through May 21, 2016, Plaintiff received ten (10) complaints against Defendants from Kentucky consumers including, but not limited to, violation of cancellation rights, failure to perform work properly and as scheduled, failure to remedy defective work, sales practices, customer service, failure to obtain permits and inspections, and penalty clauses. Most complaints included allegations of multiple violations.

34. Plaintiff also received a complaint from the National Association of the Remodeling Industry (NARI) that Defendants were claiming membership in NARI on their website when they were not currently a member.

35. From March 13, 2013, through January 14, 2016, the Better Business Bureau (BBB) and the Federal Trade Commission (FTC) received at least sixty-six (66) additional complaints from Kentucky consumers including, but not limited to, violation of cancellation rights, sales practices, customer service, failure to perform work properly and as scheduled, failure to remedy defective work, failure to obtain permits and inspections, and penalty clauses. Most complaints included allegations of multiple violations. These entities also received additional complaints from consumers in other states.

36. Based on the complaints received by the Office of the Attorney General, the BBB, and FTC, the Plaintiff served an Investigative Demand on AHD and Hagen pursuant to KRS

367.240 and 367.250 on March 7 with a return date of April 1, 2016. A copy of the investigative demand is attached at Exhibit 2 and incorporated by reference as if fully set forth herein.

37. The investigative demand consisted of twenty-nine (29) requests for information regarding the corporate structure, business locations, employees, employee compensation, independent contractors, licensing and certifications, industry affiliations, bank account information, credit card processing information, financing options available to customers, pricing, solicitation, advertisements, client file exemplar, number of Kentucky customers, consumer complaints, and client files of those consumers complaining.

38. American Home Design and Jerod Hagen did not file a petition to modify or set aside the investigative demand as provided by KRS 367.240(2) and instead provided a partial response on April 1, 2016 by emailing general objections to the investigative demand and four (4) customer files. A copy of the production is attached as Exhibit 3 and incorporated by reference as if fully set forth herein. All consumer identification information has been redacted from the public record. Three (3) of the customer files could be best described as “legal files” and contained debt collection information, a release, and a settlement agreement. They did not contain a bid, contract, job detail sheet, or any other information about the actual work done for the consumer. One (1) file did contain a contract and job detail sheet but no other information about the work done for the consumer.

39. On April 4, 2016, Plaintiff raised concerns about compliance with the investigative demand, requested a date certain for the response, and stated that if no agreement could be reached regarding a date certain, the date for the response was extended to April 15, 2016. A copy of the letter is attached as Exhibit 4 and incorporated by reference as if fully set forth herein.

40. No response was received by April 15, 2016. The Plaintiff again corresponded with Defendants and again extended the time for compliance to April 21, 2016. A copy of the letter is attached as Exhibit 5 and incorporated by reference as if fully set forth herein.

41. Defendants provided additional information on April 21, 2016 by emailing the following information:

a. General objections to the investigative demand, including: the relevant time period being January 1, 2012 to the present; providing information for any other location other than the Lexington location; and specific objections to the following seventeen (17) questions:

- #3 providing a list of employees and their contact info
- #4 hourly rates paid to employees
- #5 bonuses, percentage cuts or other incentives provided to employees based on sales
- #6 management salaries and incentives based on sales
- #7 a list of independent contractors
- #11 applications to and disciplinary information from industry groups (did say they had not been disciplined)
- #12 bank account information
- #13 entity that processes credit card information
- #15 retail materials and services price list
- #16 wholesale price list
- #18 advertisements and solicitations
- #19 copies of all advertisements and solicitations
- #20 locations of booths and trade shows
- #21 marketing plan and scripts
- #25 producing consumer complaints before 2014
- #26 providing wholesale prices or installation hours for customer complaints
- #27 identifying complaints in any state

b. Answers to the following twelve (12) questions:

- #1 corporate structure and management
- #2 business address
- #8 contractor licenses
- #9 certifications

- #10 industry affiliations
- #14 entities that provide financing services
- #17 business solicitations
- #22 samples documents provided to customers
- #23 customer questionnaires
- #24 number of Kentucky customers
- #28 investigations
- #29 materialmen's liens

and

c. Four (4) customer files which contained a contract, invoice, or a job detail sheet; and

d. A copy of twenty-two (22) BBB Complaints, some of which were not from Kentucky consumers.

A copy of the production is attached as Exhibit 6 and incorporated by reference as if fully set forth herein. All consumer identification information has been redacted from the public record.

42. On June 3, 2016, Plaintiff served Defendants with a "Notice of Intent to Sue" pursuant to KRS 367.240(1). A copy of the Notice is attached as Exhibit 7 and incorporated by reference as if fully set forth herein.

43. On June 15, 2016, the Plaintiff reiterated in writing its intent to sue. A copy of the letter is attached as Exhibit 8 and incorporated by reference as if fully set forth herein.

44. At no time did Defendants petition the Court to modify or set aside the demand pursuant to KRS 367.240(2). As such, the twenty (20) day time period in which to do so has expired.

#### IV. CLAIMS

##### **A. COUNT I – American Home Design, Inc. & Jerod Hagen Violation of KRS 367.240 – Failure to Respond to the Investigative Demand**

45. The Plaintiff repeats and realleges each and every allegation and statement above as though fully set forth herein, and incorporates the same by reference.

46. Because of the significant number of complaints against the Defendants, the Plaintiff issued an investigative demand to the Defendants for information regarding the alleged violations of the Kentucky Consumer Protection Act. KRS 367.240 and 367.250 authorize the Attorney General to issue such demands when the Attorney General has reason to believe that a person has engaged in, or is about to engage in any act or practice declared to be unlawful under the Consumer Protection Act or when he believes it to be in the public interest that has investigation be made.

47. The Defendants did not petition to extend the return date or modify or set aside the demand. They just failed to respond completely and in a timely manner.

48. The failure to fully answer the investigative demand in a timely manner is a violation KRS 367.240 and KRS 367.290.

##### **B. COUNT II – All Defendants Violation of KRS 367.420, KRS 367.430, & KRS 367.110, et seq., - Home Solicitation Sales Right to Cancel**

49. The Plaintiff repeats and realleges each and every allegation and statement above as though fully set forth herein, and incorporates the same by reference.

50. The language in the Defendants' contract regarding cancellation rights is in violation of KRS 367.430 because it does not appear under a conspicuous caption and it does not contain the language required by KRS 367.430(2).

51. The Defendants refused to honor cancellations rightfully given in accordance with the law and refund the money in a timely manner.

52. These actions constitute willful unfair, false, misleading or deceptive acts in trade and commerce, in violation of Kentucky Consumer Protection Act, KRS 367.110, et seq., and KRS 367.170.

**C. COUNT III – All Defendants  
Violation of KRS 367.110, et seq., - Sales Practices**

53. The Plaintiff repeats and realleges each and every allegation and statement above as though fully set forth herein, and incorporates the same by reference.

54. The statements made in advertising and selling these products and inducing consumers to enter into contracts - including, but not limited to: statements regarding products, workmanship, customer service, affiliations, financing, and payments schedules - constitute willful unfair, false, misleading or deceptive acts in trade and commerce, in violation of Kentucky Consumer Protection Act, KRS 367.110, et seq., and KRS 367.170.

**D. COUNT IV – All Defendants  
Violation of KRS 367.110, et seq., -  
Contract Cancellation Fee is a Penalty Clause**

55. The Plaintiff repeats and realleges each and every allegation and statement above as though fully set forth herein, and incorporates the same by reference.

56. Charging a twenty-five (25%) cancellation fee is a penalty clause and constitutes a willful unfair, false, misleading or deceptive act in trade and commerce, in violation of Kentucky Consumer Protection Act, KRS 367.110, et seq., and KRS 367.170.

**E. COUNT VI – All Defendants**

**Violation of KRS 367.110, et seq., - Customer Service**

57. The Plaintiff repeats and realleges each and every allegation and statement above as though fully set forth herein, and incorporates the same by reference.

58. The failure to provide customer service - including but not limited to, failing to return calls, show up as scheduled, having liens placed against consumers' property, and failing to repair defective work - constitutes willful unfair, false, misleading or deceptive acts in trade and commerce, in violation of Kentucky Consumer Protection Act, KRS 367.110, et seq., and KRS 367.170.

**F. COUNT VII – All Defendants**

**Violation of KRS 367.110, et seq., - Failure to Perform Work Properly and as Scheduled**

59. The Plaintiff repeats and realleges each and every allegation and statement above as though fully set forth herein, and incorporates the same by reference.

60. The failure to perform work properly and as scheduled – including, but not limited to: by failing to show up when scheduled, refusing to return calls, measuring incorrectly, failing to order the supplies and products needed, ordering the wrong product, failing to have the correct tools, installing the wrong product, using products of lesser quality than expected, failing to install the products correctly or performing the work in a workmanlike manner, and taking months or even years to finish a project - constitutes willful unfair, false, misleading or deceptive acts in trade and commerce, in violation of Kentucky Consumer Protection Act, KRS 367.110, et seq., and KRS 367.170.

**G. COUNT VIII – All Defendants  
Violation of KRS 367.110, et seq., - Failure to Remedy Defective Work**

61. The Plaintiff repeats and realleges each and every allegation and statement above as though fully set forth herein, and incorporates the same by reference.

62. The failure to remedy defective work when requested constitutes a willful unfair, false, misleading or deceptive act in trade and commerce, in violation of Kentucky Consumer Protection Act, KRS 367.110, et seq., and KRS 367.170.

**H. COUNT IX – All Defendants  
Violation of KRS 367.110, et seq., -  
Failure to Obtain Permits & Inspections**

63. The Plaintiff repeats and realleges each and every allegation and statement above as though fully set forth herein, and incorporates the same by reference.

64. The failure to obtain permits, inspections, and other approvals when required constitutes willful unfair, false, misleading or deceptive acts in trade and commerce, in violation of Kentucky Consumer Protection Act, KRS 367.110, et seq., and KRS 367.170.

**V. PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for judgment as follows:

a) American Home Design, Inc. and Jerod Hagen be compelled to fully respond to the Investigative Demand as issued;

b) American Home Design, Inc. and Jerod Hagen pursuant to KRS 367.290(a), be permanently enjoined from further practices of engaging in the advertisement or sale of any merchandise, or the conduct of any trade or commerce;

c) That the Court pursuant to KRS 367.290(1)(b) revoke American Home Design, Inc.'s and Jerod Hagen's certificate of authority to do business in the Commonwealth and all other

licenses permits or certificates issued to these Defendants, if any, which are used to further these Defendants' unlawful practices;

d) That All Defendants, their officers, successors, and assigns, be permanently enjoined and prohibited from violating the Kentucky Consumer Protection Act, KRS 367.110, et seq.;

e) For a Judgment against All Defendants finding they have willfully violated the Kentucky Consumer Protection Act, KRS 367.110, et seq.;

f) For an order requiring Defendants to refund to each consumer any and all money loaned by any finance company for a contract which has been cancelled and pay any interest or fees accrued on the account;

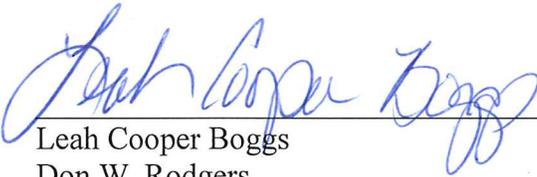
g) For an award of restitution against All Defendants for any damages caused by the violations of the Kentucky Consumer Protection Act;

h) For an award of Civil Penalties against All Defendants pursuant to KRS 367.200 and pursuant to KRS 367.990(2) and for an *in personam* judgment against each Defendant in an amount to be determined with interest at the statutory rate for judgments, for unfair, false, misleading or deceptive acts or practices with Kentucky consumers;

i) For Plaintiff to be awarded its costs herein expended, including costs of litigation and investigation;

- j) A trial by jury; and
- k) Any and all other relief to which Plaintiff may appear entitled.

ANDY BESHEAR  
ATTORNEY GENERAL



Leah Cooper Boggs  
Don W. Rodgers  
Assistant Attorneys General  
Consumer Protection Division  
1024 Capital Center Drive  
Frankfort, KY 40601  
502-696-5389  
[Leah.boggs@ky.gov](mailto:Leah.boggs@ky.gov)







COMMONWEALTH OF KENTUCKY  
OFFICE OF THE ATTORNEY GENERAL

ANDY BESHEAR  
ATTORNEY GENERAL

1024 CAPITAL CENTER DRIVE  
SUITE 200  
FRANKFORT, KY 40601

**SUBPOENA AND INVESTIGATIVE DEMAND**

TO: **American Home Design, Inc.**  
c/o Jerod Hagen  
163 Todds Road  
Lexington, KY 40509

**Original: Certified Mail**

**Copies: Via United States First Class Mail to:**  
American Home Design, Inc. at address above; and  
Joshua T. Rose, attorney  
Craig Henry PLC  
239 South Fifth Street  
Suite 1400  
Louisville, KY 40202

**IN RE INVESTIGATION OF: AMERICAN HOME DESIGN, INC.**

1. That you personally appear to testify at \_\_\_\_\_ on \_\_\_\_\_.
- X 2. That you provide the following information and produce the following documents at the time and place above or, if blank, then by mailing them together with a completed sworn statement of authenticity and completeness of documents, no later than **April 1, 2016** to:

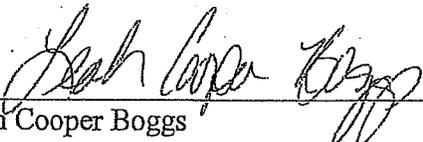
**Office of Attorney General  
Office of Consumer Protection  
1024 Capital Center Drive  
Frankfort, KY 40601  
ATTN: Leah Cooper Boggs**

**Failure to comply with this Subpoena and Investigative Demand will result in legal action pursuant to KRS 367.290. Intentional concealment, falsification or destruction of documents may be punishable as a class A misdemeanor under KRS 367.990(3). It is a class D felony to intentionally destroy, mutilate, conceal, remove, alter, or fabricate physical evidence believing that**

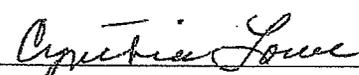
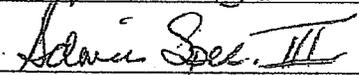
an official proceeding may be pending or instituted pursuant to KRS 524.100.

Date Issued: March 7, 2016

ANDY BESHEAR  
ATTORNEY GENERAL

By:   
Leah Cooper Boggs  
Assistant Attorney General  
Office of Consumer Protection  
1024 Capital Center Drive, Suite 200  
Frankfort, KY 40601  
(502) 696-5389

Served via:  1. Certified mail, return receipt requested.  
 2. Personal delivery

Date 3/7/16  
By   
Title 

**ATTACHMENT TO SUBPOENA AND CIVIL INVESTIGATIVE DEMAND  
INSTRUCTIONS AND DEFINITIONS**

1. Answer each request separately and fully in writing and under oath.
2. As a convenience, defined terms are capitalized and in bold font, but the presence or absence of capitalization or bold font does not alter or reduce the meaning of such terms.
3. In answering the requests, furnish all information or documents known by **You** and in **Your** possession, regardless of how the information was obtained or whether such information is hearsay or otherwise admissible evidence.
4. Exercise due diligence in answering each request and securing all information with which to answer each request. If **You** cannot answer a request fully and completely after exercising due diligence, then answer the request to the extent possible, specifying the basis for **Your** inability to answer the remainder and detailing **Your** attempts to secure the unknown information.
5. A request that seeks information contained in whole or in part within a document, or that seeks the identification of any document, may be answered by furnishing a copy of such document, identifying the document and specifying the portion(s) of the document containing the requested information.
6. All answers should include attachments of as many pages as are necessary to fully and completely respond, and should be identified by the number or letter corresponding to each request as set forth above and in the previous Investigative Demand.
7. All requests relate to all employees, agents, representatives, successors, assigns, principals, officers and directors, jointly and severally, while acting personally, or through the corporation or any other business entity or form, whose acts, practices, or policies are directed, formulated or controlled by **You**.
8. **"Advertise," "Advertising" and "Advertisement"** means the publication, dissemination, solicitation, and circulation of information promoting products and services via computer networks, television, radio or print, or through direct mailing, visual and audio displays, or through any other means.
9. **"Affiliate"** includes any corporation, partnership, association, joint venture, firm, or other business enterprise or legal entity.
10. **"Identify"**, as used to refer to a natural person, means to state the person's full name, present or last known address, telephone number, fax number, electronic mail address, and, if applicable, the person's present or last known position and dates of employment.
11. **"Person"** includes any individual, corporation, company, partnership, association or entity.
12. **"Records"/"Documents"** means all correspondence, contracts, agreements, books, papers, maps, photographs, cards, tapes, discs, diskettes, recordings, software, databases, memoranda, pamphlet, notes

(handwritten or electronically stored), letters, reports, charts, electronic information, or other documentation regardless of physical form or characteristics, which are prepared, owned, used, in the possession of or retained by **You**. When any document contains any marking not appearing on the original or altered from the original, such item shall be considered to be a separate original document.

This CID is intended to cover documents and electronically stored information (ESI) in every form or source in which such documents or ESI exists or in which **You** possess it, including without limitation computer or electronic files stored on file servers, e-mail servers, work stations, desktops, hard drives, personal digital assistants (PDA's), smartphones (e.g., "Blackberrys", "IPhones", "Droids"), tablets (e.g., iPads), on the Cloud, and other mobile electronic devices, or other electronic social or industrial/business web-based media (e.g., Facebook®, Twitter®, LinkedIn®, YouTube) within your control; records, data, reports, and queries derived from or residing in applications and databases; computer printouts, contracts, cost sheets, data compilations from which information can be obtained, derived, or can be translated through detection devices or converted or translated into reasonably usable form, magnetic discs, magnetic strips, magnetic tape, recognition characters, microfiche, microfilm, optical characters, punched cards, punched paper tapes, audio tapes or recordings, or video tapes or recordings.

Documents and ESI are in your "constructive possession, custody, care or control" if they reside physically or digitally on your premises, and also if they reside at the facilities of or on the servers or other devices of third parties such as "cloud" providers, document storage facilities, back up sites, and other entities with whom you contract to maintain or house your documents and ESI.

**FORMATS FOR AUDIO/VIDEO MATERIALS:** Audio records are preferred in standard CD format; video records are preferred in standard DVD format; computer records are preferred on a standard CD usable on an IBM compatible personal computer running Microsoft Windows and using standard Microsoft Office software.

13. **"Relevant time period"** refers to the period of time from January 1, 2012 to the present date.
14. **"American Home Design, Inc."/Sunrooms and More, Inc."/Sunrooms and More Louisville, LLC"/Sunrooms and More NKY, LLC"** refers to all owners, officers, directors, employees, agents, independent contractors, and/or any other affiliated entities and/or persons not listed.
15. **"You" or "Your"** includes **"American Home Design, Inc."/Sunrooms and More, Inc."/Sunrooms and More Louisville, LLC"/Sunrooms and More NKY, LLC"** or any other alias, d/b/a, a/k/a or trade name used by **You** or the owners, employees, agents, representatives, successors, assigns, principals, officers or directors.

\* \* \* \* \*

**TO BE COMPLETED BY RESPONDENT AND PROVIDED WITH RESPONSE(S):**

I, \_\_\_\_\_ (print name), \_\_\_\_\_ (title) of  
\_\_\_\_\_, declare under oath, subject to the penalty of perjury, that  
the foregoing statements are true, to my knowledge and belief.

Signature: \_\_\_\_\_

STATE OF: \_\_\_\_\_ )

COUNTY OF: \_\_\_\_\_ )

Subscribed, sworn to and acknowledged before me by \_\_\_\_\_ (name),  
\_\_\_\_\_ (title), on behalf of \_\_\_\_\_.

on \_\_\_\_\_ 2016.

My Commission Expires: \_\_\_\_\_

Signature: \_\_\_\_\_

### CIVIL INVESTIGATIVE DEMAND

All requests and questions apply to the period of time from January 1, 2012 to the present date, unless otherwise indicated, and deal with the operation in Kentucky of American Home Design, Inc., Sunrooms and More, Sunrooms and More Louisville, Sunrooms and More NKY, (herein after referred to as "SUNROOMS").

#### QUESTIONS AND DOCUMENT REQUEST

1. State the form of each entity defined under American Home Design, Inc., d/b/a/ Sunrooms and More (SUNROOMS) operating in Kentucky (e.g., corporation, limited liability company, partnership, sole proprietorship, or otherwise).
  - a. IDENTIFY **Your** corporate structure.
  - b. IDENTIFY all current owner(s) (including percentage ownership).
  - c. IDENTIFY all management personnel and staff in Kentucky **You** authorized to determine responses to consumer complaints.
  - d. IDENTIFY all management personnel in Kentucky **You** authorized to approve marketing decisions.
  - e. IDENTIFY all management personnel in Kentucky **You** authorized to approve contracts.
  - f. PROVIDE a detailed job description of the job responsibilities of each person identified above.
2. IDENTIFY all of **Your** business locations in Kentucky.
3. IDENTIFY all employees of SUNROOMS for the **Relevant time period** at any

SUNROOMS location in Kentucky including owners, managers, office workers, salespersons, team leaders, crew members, and set forth in the response in each instance:

- a. That person's full name;
  - b. That person's title;
  - c. That person's position and job duties;
  - d. That person's present (or last known, indicate the date of that latest knowledge) business address and telephone number; and
  - e. The dates on which that person was employed by SUNROOMS.
4. PROVIDE the range of hourly rates SUNROOMS paid/pays to SUNROOMS salespersons, team leaders, and crew members. Do not include any rates related to overtime, holidays, after hours labor, or any rates other than those paid during normal business hours for routine work for the **Relevant time period**.
5. PROVIDE a list of all bonuses, percentage cuts, or any other incentives, rewards, financial or otherwise (including any influences on employee's promotions or evaluations), SUNROOMS provided to SUNROOMS employees or others based on sales or installations for the **Relevant time period**.
6. PROVIDE a list of all management or supervisory personnel salaries or hourly wages and any other rewards and incentives, financial or otherwise (including any influence on employee promotions or evaluations), SUNROOMS provided to SUNROOMS managers or supervisors based on sales or installations for the **Relevant time period**.
7. PROVIDE a list of all independent contractors with whom **You** contracted during the **Relevant time period** including their last known address and phone number and IDENTIFY how they were compensated.

8. PROVIDE a list of all Kentucky residential or commercial contractor licenses that SUNROOMS holds and the date when those licenses, if any, became active.
9. PROVIDE a list of all certifications SUNROOMS holds related to the installation of sunrooms, doors, windows, and any construction or remodeling and the date on which the certification was obtained.
10. IDENTIFY all industry groups that **You** are or were affiliated with during **the Relevant time period** including but not limited to:
  - a. Angie's List;
  - b. Homebuilders Association of Lexington;
  - c. The National Association of the Remodeling Industry;
  - d. Guild Quality;
  - e. National Association of Homebuilders Remodelers;
  - f. Qualified Remodeler Top 500.
11. For the entities listed in question 10, PROVIDE any and all documents regarding that affiliation including applications, letters of approval, and disciplinary actions/removal related to that affiliation.
12. IDENTIFY any and all banks and bank account numbers used by **Your** organization during **the Relevant time period** including trust accounts for holding customer deposits or financing received before work is complete.
13. IDENTIFY the entity or entities that process **Your** Kentucky credit card transactions.
14. IDENTIFY any **Affiliate** or division of SUNROOMS which provides financing services for Sunrooms customers or any other entity which **You** use to provide financing to customers of SUNROOMS products or services, including but not limited to GreenSky and

Enerbank, and PROVIDE a copy of **Your** contract with them.

15. PROVIDE all price lists **You** use(d) for materials, and services for the **Relevant time period**.
16. PROVIDE a list of wholesale prices SUNROOMS paid for materials which correspond with the price list referenced in question 15 for the **Relevant time period**.
17. IDENTIFY how you solicit business including, but not limited to, cold calls, door to door, table locations in other merchants' businesses, trade shows, direct mail, print, newspaper, radio, television, and web-based advertising.
18. IDENTIFY and PROVIDE copies of all advertisements and solicitations, including but not limited to newspaper, print, radio, television, web-based advertising, video clips, promotional materials, direct mailings, and marketing materials, that **You** have disseminated to consumers or distributors (if any) in Kentucky for the **Relevant time period**.
19. PROVIDE for all of the materials listed in the preceding demand:
  - a. A reduced, readable copy, no smaller than 11 x 14 inches, for large signs or billboards.
  - b. Copies of all television advertisements in separate disc in CD or DVD format and the date and network on which the advertisements aired.
  - c. Copies of newspaper advertisements including the name of the newspaper, the date the advertisement ran, and the advertising heading under which the advertisements appeared.
  - d. Copies of radio advertisements in a separate disc in CD or DVD format and the station, date and time the advertisement aired.

- e. Copies of internet advertisements including each page, all photographs, the date the advertisements appeared, and the websites on which the advertisements appeared.
- f. Kentucky telephone directory advertisements including the name of the directory and the heading and date on which the advertisements appeared.
- g. A representative copy of all direct mailings **You** distributed in Kentucky during the **Relevant time period**. If **You** distributed the same mailing multiple times, but with minor differences such as the notice date, include a representative copy of each different mailing.

20. IDENTIFY all locations where **You** had a booth or table (including other merchants' locations and trade shows) during **the Relevant time period** and PROVIDE the date, address, and contact person at that location including an email or phone number.

21. PROVIDE a copy of all Documents constituting, referring to, or relating to the marketing plans, sales techniques, or strategies for **Your** product(s) and/or service(s), including but not limited to any scripts **You** use to promote **Your** product(s) and or service(s) to consumers and any training manuals, scripts, or coaching materials **You** provide to technicians, repairmen, or other personnel who interact with Kentucky consumers. IDENTIFY the author of each.

22. PROVIDE a copy of examples of all documents, including estimates, contracts, warranties, drawings, and certificates of completion **You** provide Kentucky consumers when they purchase **Your** product(s) and/or service(s) for the **Relevant time period**. When any document contains any marking not appearing on the original or altered from the original, such item shall be considered to be a separate original document.

23. PROVIDE a copy of examples of all questionnaires, if any, **You** have consumers complete

for the **Relevant time period**. State whether consumers fill out the questionnaires in person, by phone, or online. When any document contains any marking not appearing on the original or altered from the original, such item shall be considered to be a separate original document.

24. IDENTIFY the number of Kentucky customers that You had during the **Relevant time period**.
25. PROVIDE copies of all consumer complaints (whether written or oral) that SUNROOMS has received directly from consumers, any state or federal agency, the BBB, or any other third party and the disposition of those complaints, if any, for the **Relevant time period**. Provide phone logs for those who orally complained and any copies made of the phone conversations. Do NOT include complaints forwarded to You by the Kentucky Attorney General's Office.
26. For all of the complaints listed above, PROVIDE a copy of the entire customer file including, but not limited to: copies of any estimates, contracts, drawings, change requests, certificates of completion, permit applications, inspection reports, warranties, telephone calls in and out, other communications, daily logs, and all refund checks with all Kentucky consumers who complained about service(s) or products SUNROOMS provided or installed for the **Relevant time period**. For each complaint, include a copy of the wholesale price paid by SUNROOMS for any materials SUNROOMS used or installed on or in a consumer's home. Also include the number of hours required for the installation and the hourly costs to SUNROOMS in labor for that specific installation.
27. IDENTIFY and provide copies of all federal, state, or regulatory authority complaints, BBB complaints, complaints filed in state or federal courts, pleadings, memoranda, court

orders, court opinions, temporary restraining orders, permanent injunctions, assurances, final judgments, consent decrees, administrative opinions, orders or otherwise in which SUNROOMS and its directors are or were a party in ANY STATE for the **Relevant time period**. Do not include workers' compensation actions.

28. PROVIDE details of ANY investigation (either completed or underway) by ANY state, federal, or other governmental agency in which SUNROOMS and/or its directors are or were a target or party for the **Relevant time period**. Do not include workers' compensation actions.

29. PROVIDE a list of all materialman's liens filed on **Your** customers homes because of your inability to pay.

**There is a continuing obligation to disclose pursuant to this CID.**

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

AMERICAN HOME DESIGN, INC.  
 C/O JEROD HAGEN  
 163 TODDS ROAD  
 LEXINGTON KY 40509

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent  Addressee
- X *Jerod Hagen*
- B. Received by (Printed Name)  Date of Delivery
- Jerod Hagen* *7/27/01*
- D. Is delivery address different from item 1?  Yes  No
- If YES, enter delivery address below:

3. Service Type

- Certified Mail  Express Mail
- Registered  Return Receipt for Merchandise
- Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
 (Transfer from service label)

PS Form 3811, August 2001

7001 0360 0002 0627 8620

Domestic Return Receipt

102595-02-M-0835

**Boggs, Leah (KYOAG)**

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**From:** Josh Rose <jrose@craighenrylaw.com>  
**Sent:** Friday, April 01, 2016 10:26 AM  
**To:** Boggs, Leah (KYOAG)  
**Subject:** AHD Subpoena  
**Attachments:** ComplaintDetailsByDate-Sunroomsandmore.docx; AG - Response to Subpoena.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Ms. Boggs:

Attached is my client's Response to Subpoena. As expressed in the response, we are compiling customer files for the BBB complaints for production to you. I will begin to email you such files today, but I'm still compiling them and am on vacation next week. My client's sole owner, President, and primary manager and salesperson is Mr. Jerod Hagen, so it may take some time to get you everything.

Also attached is a list of the Lexington BBB Complaints. As you can see, there have only been two complaints since July 2015, and only one complaint is pending.

Talk to you soon.

**Joshua T. Rose**  
Attorney at Law  
Craig Henry PLC  
239 South Fifth Street, Suite 1400  
Louisville, KY 40202  
Tel: 502-614-5962  
[jrose@craighenrylaw.com](mailto:jrose@craighenrylaw.com)

COMMONWEALTH OF KENTUCKY  
OFFICE OF THE ATTORNEY GENERAL

In re AMERICAN HOME DESIGN, INC.  
d/b/a Sunrooms & More

\*\*\*\*\*

**RESPONSE TO SUBPOENA**

American Home Design d/b/a Sunrooms & More (“AHD”), by counsel, responds to the Subpoena of the Office of the Attorney General (“AG”) issued March 7, 2016 (“Requests”).

Pursuant to agreement between counsel for the parties, and without either party waiving any rights, AHD is assembling its customer files related to complaints filed with the Kentucky Better Business Bureau for production to the AG.

AHD responds to the subpoena subject to and without waiver of: (1) all questions as to the admissibility into evidence of these responses; (2) the right to object to other discovery related to the subject matter of these Requests; (3) the right to make additional objections or to request protective orders with respect to any of these Requests; and/or (4) the right to, at any time, revise, correct, add to, or clarify this Response.

**CONTINUING OBJECTIONS**

1. AHD objects to these Requests to the extent they seek information privileged or otherwise exempted from discovery by any applicable statute, the Kentucky Rules of Civil Procedure, or any other applicable rule, decision, or other law, including, but not limited to, the attorney-client privilege, the work product doctrine, the consulting expert privilege, and/or to the extent the AG seeks information that is not reasonably calculated to lead to the discovery of admissible evidence.

2. Defendant objects to these Requests to the extent that they call for information not within its possession, custody, or control. The responses are based upon documents within its

custody and control or information reasonably available to them, which is not as easily available to the AG.

3. AHD objects that these Requests are overly broad and unduly burdensome and not reasonably calculated to lead to admissible evidence.

4. AHD reserves all rights, including, but not limited to, all defenses under KRS Chapter 367, including, but not limited to, AHD objecting to producing information outside the county of its principal place of business.

Respectfully submitted,

/s/ Joshua T. Rose  
Joshua T. Rose  
Craig Henry PLC  
239 South Fifth Street, Suite 1400  
Louisville, Kentucky 40202  
jrose@craighenrylaw.com  
(502) 614-5962

*Attorney for AHD*

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was on this 1<sup>st</sup> day of April, 2016, served by electronic mail upon Ms. Leah Boggs, [leah.boggs@ky.gov](mailto:leah.boggs@ky.gov)

/s/ Joshua T. Rose  
Joshua T. Rose

Total closed complaints on file : 41

Total reportable complaints on file: 29

| COMPLAINT# | CONSUMER/CITY | CONCERNING                   | CLOSE CODE               | CLOSE DATE  |
|------------|---------------|------------------------------|--------------------------|-------------|
| 90076430   | [REDACTED]    | Contract Issues              | Answered                 | 11 Nov 2015 |
| 90074445   | [REDACTED]    | Contract Issues              | Answered                 | 30 Jul 2015 |
| 90073582   | [REDACTED]    | Service Issues               | Resolved                 | 18 Jun 2015 |
| 90074326   | [REDACTED]    | Delivery Issues              | Answered                 | 07 May 2015 |
| 90074651   | [REDACTED]    | Customer Service Issues      | Answered                 | 26 Mar 2015 |
| 90074318   | [REDACTED]    | Service Issues               | Answered                 | 04 Mar 2015 |
| 90073407   | [REDACTED]    | Refund or Exchange Issues    | Resolved                 | 02 Mar 2015 |
| 90074500   | [REDACTED]    | Customer Service Issues      | Letter of Experience     | 12 Feb 2015 |
| 90071817   | [REDACTED]    | Repair Issues                | Answered                 | 29 Jan 2015 |
| 90073504   | [REDACTED]    | Service Issues               | Answered                 | 28 Jan 2015 |
| 90074346   | [REDACTED]    | Contract Issues              | Beyond BBB Purview       | 27 Jan 2015 |
| 90074018   | [REDACTED]    | Customer Service Issues      | Resolved                 | 27 Jan 2015 |
| 90073224   | [REDACTED]    | Refund or Exchange Issues    | Transferred to Other BBB | 01 Dec 2014 |
| 90073417   | [REDACTED]    | Service Issues               | Answered                 | 21 Nov 2014 |
| 90072369   | [REDACTED]    | Contract Issues              | Answered                 | 14 Nov 2014 |
| 90073225   | [REDACTED]    | Delivery Issues              | Transferred to Other BBB | 28 Oct 2014 |
| 90073223   | [REDACTED]    | Service Issues               | Transferred to Other BBB | 28 Oct 2014 |
| 90072842   | [REDACTED]    | Delivery Issues              | Answered                 | 17 Oct 2014 |
| 90072284   | [REDACTED]    | Delivery Issues              | Admin Judged Invalid     | 24 Sep 2014 |
| 90072573   | [REDACTED]    | Delivery Issues              | Answered                 | 18 Sep 2014 |
| 90072686   | [REDACTED]    | Service Issues               | Answered                 | 18 Sep 2014 |
| 90072244   | [REDACTED]    | Service Issues               | Answered                 | 17 Jul 2014 |
| 90072182   | [REDACTED]    | Repair Issues                | Resolved                 | 04 Jul 2014 |
| 90070695   | [REDACTED]    | Contract Issues              | Answered                 | 02 Jul 2014 |
| 90072043   | [REDACTED]    | Billing or Collection Issues | Beyond BBB Purview       | 18 Jun 2014 |
| 90071413   | [REDACTED]    | Refund or Exchange Issues    | Answered                 | 16 Jun 2014 |
| 90071780   | [REDACTED]    | Contract Issues              | Resolved                 | 09 Jun 2014 |

|          |            |                              |                    |             |
|----------|------------|------------------------------|--------------------|-------------|
| 90072008 | [REDACTED] | Service Issues               | Resolved           | 09 Jun 2014 |
| 90070935 | [REDACTED] | Sales Practice Issues        | Answered           | 24 Mar 2014 |
| 90068017 | [REDACTED] | Customer Service Issues      | Resolved           | 12 Mar 2014 |
| 90069189 | [REDACTED] | Customer Service Issues      | Answered           | 13 Feb 2014 |
| 90070143 | [REDACTED] | Contract Issues              | Resolved           | 07 Jan 2014 |
| 90070065 | [REDACTED] | Sales Practice Issues        | Answered           | 12 Dec 2013 |
| 90069990 | [REDACTED] | Repair Issues                | Resolved           | 10 Dec 2013 |
| 90069221 | [REDACTED] | Repair Issues                | Resolved           | 27 Sep 2013 |
| 90069204 | [REDACTED] | Repair Issues                | Resolved           | 23 Sep 2013 |
| 90068284 | [REDACTED] | Contract Issues              |                    | 27 Aug 2013 |
| 90068830 | [REDACTED] | Billing or Collection Issues | Beyond BBB Purview | 19 Jul 2013 |
| 90068286 | [REDACTED] | Contract Issues              |                    | 06 Jun 2013 |
| 90068285 | [REDACTED] | Contract Issues              |                    | 06 Jun 2013 |
| 90068287 | [REDACTED] | Contract Issues              |                    | 05 Jun 2013 |

\*\*\*\*\*

Total open complaints on file : 1

| COMPLAINT# | CONSUMER/CITY               | CONCERNING     | OPEN DATE   |
|------------|-----------------------------|----------------|-------------|
| 90077631   | [REDACTED]<br>Lexington, KY | Service Issues | 27 Jan 2016 |

**Boggs, Leah (KYOAG)**

---

**From:** Josh Rose <jrose@craighenrylaw.com>  
**Sent:** Friday, April 01, 2016 10:40 AM  
**To:** Boggs, Leah (KYOAG)  
**Subject:** AHD files - [REDACTED]  
**Attachments:** Message from KM\_C364e; Message from KM\_C364e; Message from KM\_C364e

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Ms. Boggs:

As we discussed, the BBB arbitrator ruled in favor of AHD regarding [REDACTED] claims and ordered her to pay AHD the contract balance of \$15,000, plus interest. (see attached). My first letter to her was April 29, 2014 (not 2013). She paid \$10,000 but never paid any additional amounts. My client has not taken any legal action to collect the debt of \$5,000, plus interest.

Josh

**Joshua T. Rose**  
Attorney at Law  
Craig Henry PLC  
239 South Fifth Street, Suite 1400  
Louisville, KY 40202  
Tel: 502-614-5962  
[jrose@craighenrylaw.com](mailto:jrose@craighenrylaw.com)

**HUMMEL COAN MILLER SAGE & ROSE LLC**

ATTORNEYS AND COUNSELORS AT LAW

MARVIN L. COAN\*  
WILLIAM A. MILLER, JR.  
DAVID L. SAGE +  
JOSHUA T. ROSE +

1700 KENTUCKY HOME LIFE BUILDING  
239 SOUTH FIFTH STREET  
LOUISVILLE, KENTUCKY 40202-3268

PHONE: (502) 585-3084 • (502) 587-0541  
FAX: (502) 585-3548 • (502) 587-8656

*Established 1978*

DENNIS J. HUMMEL  
OF COUNSEL

EMAIL: attorneys@hcmsrlaw.com

WEBSITE: WWW.HCMSRLAW.COM

\* ALSO ADMITTED TO FLORIDA BAR  
+ ALSO ADMITTED TO INDIANA BAR

February 5, 2015

**THIS IS AN ATTEMPT TO COLLECT A DEBT**

*Via U.S. Mail*

[REDACTED]

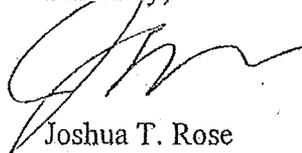
**Re: Sunrooms and More**

Dear Ms. [REDACTED]

Following up on my prior letters, your current debt as determined by the arbitrator is \$7,246, which includes all accrued interest on the prior and current balances and the principal unpaid balance of \$5,000).

If you pay Sunrooms & More \$5,000 within 30 days or agree to a reasonable payment plan, my client is willing to waive the interest. This is your last opportunity to pay the balance, or rest assured that my client will file a lawsuit in federal court to enforce the arbitration award and collect the debt, including seeking all interest owed and court costs.

Sincerely,

  
Joshua T. Rose

cc: Sunrooms and More, Mr. Jerod Hagen (via email only)

**This is an attempt to collect a debt and any information provided by you will be used for that purpose.**

## REASONS FOR DECISION



Better Business Bureau of Central & Eastern Kentucky, Inc.  
1460 Newtown Pike Suite 100  
Lexington, KY 40511  
859-259-1008  
859-259-1639 FAX  
info@ky.bbb.org

Consumer: [REDACTED] Business: Sunrooms and More, Inc.

This case involves a contract for business to construct a deck on consumer's property. The dispute as articulated by consumer arose when the need for handrails came up for the consumer, reportedly to comply with building code.

The parties do not dispute that the contract as written does not call for rails. The parties also agree that the original contract was changed in several ways (shape, configuration, etc) for various reasons. While business agreed to make sure the project was completed in compliance with building code, the issue of rails was not explicitly discussed. If the business had agreed to put the rails in after explicitly stating it was not going to under the contract, then it would be entitled to additional compensation. Since there were no additional charges from the company, consumer is not entitled to reasonably expect they would install rails. In short, even if the business should have installed rails for code compliance, it was also entitled to be paid for those, since rails were clearly and explicitly excluded under the contract.

Signed: [REDACTED]

Date: March 6, 2014

**HUMMEL COAN MILLER SAGE & ROSE LLC**

ATTORNEYS AND COUNSELORS AT LAW

MARVIN L. COAN\*  
WILLIAM A. MILLER, JR.  
DAVID L. SAGE +  
JOSHUA T. ROSE +

1700 KENTUCKY HOME LIFE BUILDING  
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FAX: (502) 585-3548 • (502) 587-8656

*Established 1978*

DENNIS J. HUMMEL  
OF COUNSEL

EMAIL: [attorneys@hcmsrlaw.com](mailto:attorneys@hcmsrlaw.com)

WEBSITE: [www.hcmsrlaw.com](http://www.hcmsrlaw.com)

\* ALSO ADMITTED TO FLORIDA BAR  
+ ALSO ADMITTED TO INDIANA BAR

April 29, 2013

**THIS IS AN ATTEMPT TO COLLECT A DEBT**

*Via U.S. Mail*

[REDACTED]

Re: Sunrooms and More

Dear Mr. [REDACTED]

Please find enclosed the clarified decision of the arbitrator, ruling that you must pay Sunrooms and More \$15,000. To date, my client has only received \$10,000 from you, leaving a balance owed of \$5,000, plus interest. As requested in the arbitration, you owe interest at the rate of 11.988% per annum, accruing from May 10, 2013 until paid. If you pay the \$5,000 within 15 days, my client is willing to waive the interest, which currently amounts to approximately \$1,500. Please arrange to pay the balance within 15 days or my client will be forced to take the appropriate measures in Court to enforce the arbitration award and collect the debt, including seeking all interest owed.

Sincerely,

  
Joshua T. Rose

Cc: Sunrooms and More, Mr. Jerod Hagen (via email only)

**This is an attempt to collect a debt and any information provided by you will be used for that purpose.**

CLARIFICATION OF DECISION



Better Business Bureau of Central & Eastern Kentucky, Inc.  
1460 Newtown Pike Suite 100  
Lexington, KY 40511  
859-259-1008  
859-259-1639 FAX  
Info@ky.bbb.org

Customer: [REDACTED]      Business: Sunrooms & More

Having heard the claims and considered the evidence as it relates to the dispute between the parties named above, the decision of the undersigned arbitrator is as follows:

The consumer must pay \$15,000 plus interest to business within fifteen business days from receipt of this letter. Business will not install the roof, and the business is released from further obligation under the contract.

Signed: [REDACTED]

Date: 23 Apr 2014

**Boggs, Leah (KYOAG)**

---

**From:** Josh Rose <jrose@craighenrylaw.com>  
**Sent:** Friday, April 01, 2016 10:51 AM  
**To:** Boggs, Leah (KYOAG)  
**Subject:** AHD files - [REDACTED]  
**Attachments:** Agreement; RE: You do too

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Ms. Boggs:

[REDACTED] complaint was settled and fully released in exchange for AHD paying her \$2,000, which was more than her actual damages. (see attached).

Josh

**Joshua T. Rose**  
Attorney at Law  
Craig Henry PLC  
239 South Fifth Street, Suite 1400  
Louisville, KY 40202  
Tel: 502-614-5962  
[jrose@craighenrylaw.com](mailto:jrose@craighenrylaw.com)

**Boggs, Leah (KYOAG)**

---

**From:** [REDACTED]  
**Sent:** Sunday, August 09, 2015 4:15 PM  
**To:** Joshua T. Rose  
**Subject:** Agreement  
**Attachments:** SunroomsSignedAgreementRelease.pdf

Josh, please send a copy of the fully executed agreement once Sunrooms & More has signed. Thank you.

**SETTLEMENT AGREEMENT AND FULL RELEASE**

**WHEREAS,** [REDACTED] contracted with American Home Design, Inc. d/b/a Sunrooms and More ("AHD") for AHD to do certain home improvements (including the purchase of two doors) at her home (hereinafter the "Project");

**WHEREAS,** [REDACTED] has made complaints to AHD regarding the Project, including AHD not installing one of the doors and allegedly negligently installing the other door. [REDACTED] has paid part of the purchase price for the Project;

**WHEREAS,** The parties desire to enter into this Settlement Agreement and Release ("Release") to fully and forever resolve and settle any and all claims related to the Project;

**THEREFORE,** in consideration of AHD paying two thousand dollars (\$2,000.00) to [REDACTED] within 14 days of this Agreement being executed by [REDACTED] and delivered via email to AHD's counsel, [REDACTED] including her assigns, agents, and any person or entity having any interest in the residence and/or any claim related to the Project, do hereby forever release and discharge AHD, including its directors, shareholders, officers, employees, insurers, affiliated entities, contractors, attorneys, and any person having any liability related to the Project, from any and all claims, compensation, demands, damages, liens, or suits, of any nature whatsoever, asserted or unasserted, known and unknown, that [REDACTED] has or may have related to the Project. AHD likewise fully releases [REDACTED] from any and all claims related to the Project.

The Parties agree that the terms of this Release and the allegations related to the Project are to be kept strictly confidential and that they shall not disclose same to any person or entity except where required by law or to their legal and/or financial representatives.

The Parties acknowledge and agree that they have carefully read the foregoing Agreement; the contents are known and fully understood by them; they have had the opportunity to consult with an attorney; this Agreement shall not be construed for or against either party on account of who drafted the document; and this Agreement is signed as their free and voluntary act.

All terms of this Agreement are material parts of this Agreement.

Entered into as of August \_\_, 2015.

[REDACTED SIGNATURE]

---

AHD, by its President Jerod Hagen

**Boggs, Leah (KYOAG)**

---

**From:** Josh Rose <jrose@craighenrylaw.com>  
**Sent:** Friday, April 01, 2016 11:09 AM  
**To:** Boggs, Leah (KYOAG)  
**Subject:** AHD files - [REDACTED]  
**Attachments:** RE: AHD-[REDACTED] Settlement Agreement ; AHD-[REDACTED] Settlement Agreement

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Ms. Boggs:

The [REDACTED] matter was settled by refunding their money because the county would not grant a variance to approve the permit and the property owner would not agree to redesign to comply with the existing zoning. (See attached).

Josh

**Joshua T. Rose**  
Attorney at Law  
Craig Henry PLC  
239 South Fifth Street, Suite 1400  
Louisville, KY 40202  
Tel: 502-614-5962  
[jrose@craighenrylaw.com](mailto:jrose@craighenrylaw.com)

**Boggs, Leah (KYOAG)**

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**From:** [REDACTED]  
**Sent:** Tuesday, November 25, 2014 2:20 PM  
**To:** 'Joshua T. Rose'  
**Subject:** RE: AHD-[REDACTED] Settlement Agreement

Thanks again for your help.  
Enjoy your Thanksgiving and safe travels.  
[REDACTED]

---

**From:** Joshua T. Rose [<mailto:jrose@hcmsrlaw.com>]  
**Sent:** Tuesday, November 25, 2014 2:16 PM  
**To:** [REDACTED]  
**Subject:** AHD-[REDACTED] Settlement Agreement

[REDACTED]  
Here you go. I'll have the \$14 mailed to you. I'm glad we were able to settle this. Enjoy Thanksgiving!  
Josh

**Joshua T. Rose**  
Attorney at Law  
Hummel Coan Miller Sage & Rose LLC  
239 South Fifth Street  
KY Home Life Bldg., Suite 1700  
Louisville, KY 40202-3268  
Tel: 502-585-3084  
Fax: 502-585-3548  
[jrose@hcmsrlaw.com](mailto:jrose@hcmsrlaw.com)

**Boggs, Leah (KYOAG)**

---

**From:** [REDACTED]  
**Sent:** Friday, November 14, 2014 2:19 PM  
**To:** jrose@hcmsrlaw.com  
**Cc:** [REDACTED]  
**Subject:** AHD-[REDACTED] Settlement Agreement  
**Attachments:** 20141114133653856.pdf

Mr. Rose

Please see attachment. I have adjusted the price based on the variance fee cost. I spoke with [REDACTED] with Planning and Development to get the correct figure. I also made adjustment as to this being a refund. Please advise if this is approved and when certified check could be expected.

Thanks

[REDACTED]



## Boggs, Leah (KYOAG)

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**From:** Josh Rose <jrose@craighenrylaw.com>  
**Sent:** Friday, April 01, 2016 11:33 AM  
**To:** Boggs, Leah (KYOAG)  
**Subject:** AHD files - [REDACTED]  
**Attachments:** SKM\_C364e16040110360.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Joshua T. Rose**  
Attorney at Law  
Craig Henry PC  
239 South Fifth Street, Suite 1400  
Louisville, KY 40202  
Tel: 502-614-5962  
[jrose@craighenrylaw.com](mailto:jrose@craighenrylaw.com)

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**From:** [jtrconsult@win.net](mailto:jtrconsult@win.net) [mailto:[jtrconsult@win.net](mailto:jtrconsult@win.net)]  
**Sent:** Friday, April 01, 2016 11:36 AM  
**To:** [jrose@craighenrylaw.com](mailto:jrose@craighenrylaw.com)  
**Subject:** Message from KM\_C364e



Specializing In: Sunrooms • Decks • Entry Door • Replacement Windows • Bathrooms • Kitchens

63 Old Todds Rd  
Lexington, KY 40509  
Office: 859.269.0945  
1.800.361.6065

Customer: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ Work Phone ( ): \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Cell Phone ( ): \_\_\_\_\_  
 E-Mail: \_\_\_\_\_ Date: 3/19/11

We hereby submit specifications and estimates for: (only check purchase items)

|   |  |            |       |      |  |  |                                     |                          |
|---|--|------------|-------|------|--|--|-------------------------------------|--------------------------|
| TEARDOWN <input type="checkbox"/>   | PLEASE MARK ALL SIZES  | PATIO SIZE |       |      | COLORS                                     |  | PERMIT <input type="checkbox"/>     |                          |
| EXISTING SLAB <input type="checkbox"/>  | O.D. SLAB <input type="checkbox"/>   | PROJ       | WIDTH | HGT. | ROOF: WHITE                                | DRIVER VENT MOVE <input type="checkbox"/>    |                                     |                          |
| FOOTING _____ LF <input type="checkbox"/>   | WOOD DECK <input type="checkbox"/>   |            |       |      | FASCIA/TRIM <input type="checkbox"/>       | SPIGOT MOVE <input type="checkbox"/>         |                                     |                          |
| PIERS _____ NO <input type="checkbox"/>   | WELLS <input type="checkbox"/>   |            |       |      | <input type="checkbox"/>                   | STANDARD ELECTRIC <input type="checkbox"/>   |                                     |                          |
| REINFORCEMENT <input type="checkbox"/>  | ROOF/PATIO COVER <input type="checkbox"/>  |            |       |      | FRAME COLOR <input type="checkbox"/>       | ADDITIONAL ELECTRIC <input type="checkbox"/> |                                     |                          |
| BREAK THRU <input type="checkbox"/>   | DOOR <input type="checkbox"/>  |            |       |      | <input type="checkbox"/>                   | AC MOVE <input type="checkbox"/>             |                                     |                          |
| FINISH BACK WALL <input type="checkbox"/>   | DOOR <input type="checkbox"/>  |            |       |      | SCYLITES _____ NO <input type="checkbox"/> | LATTICE <input type="checkbox"/>             |                                     |                          |
| STEPS _____ NO <input type="checkbox"/>   | ROOFING <input type="checkbox"/>   |            |       |      | TRANSOMS <input type="checkbox"/>          | PATIO SIZE/COLOR                             |                                     |                          |
| RAILING _____ LF <input type="checkbox"/>   | ROOF STYLE <input type="checkbox"/>  |            |       |      | <input type="checkbox"/>                   | PROJ   | WIDTH                               |                          |
| NON-THERMALLY BROKEN WALLS <input type="checkbox"/>   | SCREENS ONLY <input type="checkbox"/>  |            |       |      | <input type="checkbox"/>                   |  | HGT.                                |                          |
|   | GLASS & SCREEN <input type="checkbox"/>  |            |       |      | TOP <input type="checkbox"/>               |  |                                     |                          |
|   | INSULATED GLASS & SCREEN <input type="checkbox"/>  |            |       |      | BOTTOM <input type="checkbox"/>            |  |                                     |                          |
| OTHER WORK  | 12x18 High Density Plywood/Deck<br>Structural Supporting Beams & Columns<br>Vinyl rail all around top with set of<br>steps off far side. Steps all in comp.<br>A wall, etc. on the Sunroom side.<br>no hand railing all around everything<br>is white. |            |       |      |  |  | COLOR                               | <input type="checkbox"/> |
|   |  |            |       |      |  |  | <input type="checkbox"/>            | WHITE                    |
|   |  |            |       |      |  |  | <input type="checkbox"/>            | SANDSTONE                |
|   |  |            |       |      |  |  | FOOT TYPE: <input type="checkbox"/> | STANDARD                 |
|   |  |            |       |      |  |  | <input type="checkbox"/>            | PREMIUM                  |
| THE FOLLOWING WORK SHALL BE DONE BY PARTIES OTHER THAN SUNROOMS AND MORE'S EXPERT INSTALLATION PARTNER AND IS NOT A PART OF THIS CONTRACT |  |            |       |      |  |  |                                     |                          |

**TERMS AND CONDITIONS**

- SOLE CONTRACT:** Owner(s) hereby warrant to Contractor that they are not presently bound by a contract with any other person or company for the performance of all or part of the work specified above.
- CREDIT APPLICATION:** Owner(s) authorize Contractor or Contractor's assignee(s) to conduct a credit check and Owner(s) further authorize all persons having credit information on Owner(s) to disclose such information to Contractor or Contractor's assignee(s).
- EXTRA:** Contractor shall not perform any work not specifically undertaken in writing by said contractor. If any work is undertaken by Contractor, all the terms and conditions of the contract shall apply with respect to such work except to the extent that the same conflicts with the terms and conditions of the contract shall apply with respect to such work except to the extent that the same conflicts with the terms and conditions of the work order.
- SUBCONTRACTORS:** At its election, Contractor may subcontract any part of the specific work to be performed by Contractor.
- WORK AND MATERIALS:** All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. Any alterations or deviation from above specifications will be executed only upon written orders, and will become an extra charge above the contract amount. Owner will carry fire, tornado, and other necessary insurance to cover owner's premises and all material on site for use by Contractor.
- SALVAGE AND SURPLUS MATERIALS:** All salvage and surplus material taken to the job site for performance of said work but not actually used by the Contractor in performance of said work, shall remain the sole property of Contractor and Contractor shall have the right to remove the same within a reasonable time following the completion of the specified work.
- PAYMENT:** In consideration of the work and services to be performed by Contractor, the owner(s) agree to pay Contractor the CASH PRICE including THE CASH DOWN PAYMENT made upon the signing of this contract, with the BALANCE CASH PRICE shall bear interest at twenty (20%) percent.
- ENTIRETY OF CONTRACT:** This agreement merges all prior negotiations between the parties here to and constitutes their entire contract with respect to the subject matters hereof. It is mutually understood and agreed that all of the terms and conditions of this agreement are here in set forth. No waiver, modification or variation thereof in any particular shall be binding upon the Contractor unless in writing and signed by its duly authorized representative. In entering into this contract, Owner is not relying on any statements, promises, commitments or representations by the Contractor or Contractor's agent, partners, assignees, or employees not set forth in writing herein.
- MEDIATION/ARBITRATION:** Any claim, dispute, or other matter in controversy related to this agreement shall be resolved exclusively by mediation and if mediation is unsuccessful, then arbitration. Owner(s) agree and understand that he/she waives his/her right to file a lawsuit in court. Owner(s) must first attempt to mediate any dispute with a neutral mediator in Lexington, KY. The parties shall agree on the mediator and shall split the costs of the mediation equally. If mediation does not resolve the dispute, Owner(s) agree that the matter may only be resolved in arbitration in Lexington and the arbitration will be governed by the Federal Arbitration Act & U.S.C. 1 et. Seq. and administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules in effect on the date the dispute is submitted. The arbitrator shall base the arbitration award on the agreement accepted industry customs and practices applicable law and/or judicial precedent.
- DEFAULT:** In the event default occurs prior to commencement of the specified work made after the expiration of Owner(s)/Buyer(s) right to cancel for any reason, Contractor shall receive twenty-five percent (25%) of the cash price as liquidated damage, and not as a penalty. In the event of the specified work, Contractor may cease further work under this contract, recover from Owner(s) is cost incurred plus his anticipated profits enforce its security interest, if any, and shall have such further additional cost and interest. In the event of any dispute between the Owner(s) and any jurisdiction.
- CORRECTION OF DEFICIENCIES:** The contractor shall correct promptly any work of its own or its subcontractors found to be defective or not complying with the terms of the contract. The warranty shall extend one (1) year from the date of completing this contract or longer as prescribed by law unless specified by other terms of the contract.
- UNFORGEABLE CLAUSE:** In the event any part of this contract shall be found to be unenforceable, the remainder of this contract shall be binding upon parties.
- TIME:** With respect to the schedule completion of the work specified herein time is of the essence. If the contractor is delayed at any time in the progress of the work by the owner(s) change orders, fire, labor disputes, acts of God, or other causes beyond the contractor's control, the schedule for the work of all or part of the work shall be extended by the same amount of time caused by the delay.
- You may cancel this transaction at any time before midnight of the third business day after the date of this transaction. You must mail a notice to the contractor stating you do not want the goods or services specified above. The notice must be mailed to:  
American Home Design, Inc.  
163 Old Todds Rd • Lexington, KY 40509

**15. NOTICE TO THE OWNER(S)/BUYER(S): DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT YOU SIGN. OWNER(S)/BUYER(S) HEREBY ACKNOWLEDGES RECEIPT OF ONE (1) COPY OF THIS CONTRACT.**

TERMS:  CASH  FINANCE  
 TOTAL CONTRACT PRICE: \$ 12,762.00  
 DOWN PAYMENT: \$ 2,000.00  
 BALANCE DUE UPON COMPLETION: \$ 10,762.00

Submitted by: \_\_\_\_\_  
 Company Field Representative: \_\_\_\_\_

**ACCEPTANCE OF CONTRACT:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Contract must be accepted by Company Manager or officer.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Job Detail

██████████ **Status:** Complete  **Stat Dt:** 07/24/2011  Sale Batch  Inst Batch

Job Cost Sheet

| Entered On              | Entered By     | Updated On              | Updated By     | Notes   |
|-------------------------|----------------|-------------------------|----------------|---|
| 7/19/2012<br>2:16:16 PM | Deel,<br>Joyce | 7/19/2012<br>2:16:37 PM | Deel,<br>Joyce | ██████████ called and cancelled the service.  |
| 6/18/2012<br>2:39:09 PM | Deel,<br>Joyce | 6/18/2012<br>2:39:24 PM | Deel,<br>Joyce | Michiah to go on 6/22/12 to fix   |
| 5/9/2012<br>11:22:42 AM | Dean,<br>Ruby  | 5/9/2012<br>11:23:09 AM | Dean,<br>Ruby  | There are some things for this job that need to be ordered; a J channel and some mocha caulk.   |
| 4/12/2012<br>5:55:40 PM | Dean,<br>Ruby  | 4/12/2012<br>5:55:58 PM | Dean,<br>Ruby  | I scheduled for Michiah to come out on Mon, 4/30/12, between 12 - 4 to make the repairs.  |
| 4/12/2012<br>5:55:15 PM | Dean,<br>Ruby  |                         |                | Due 04/30/12: I scheduled for Michiah to come out on this day, between 12 - 4 to make the repairs.  |
| 3/20/2012<br>2:17:23 PM | Dean,<br>Ruby  | 3/20/2012<br>2:20:21 PM | Dean,<br>Ruby  | He had an inspection done and the inspector says that: The posts supporting the rails were just bolted to the deck; it is not sturdy enough. The columns are supposed to be put in the ground instead of on the concrete. |

New

< >



COMMONWEALTH OF KENTUCKY  
OFFICE OF THE ATTORNEY GENERAL

ANDY BESHEAR  
ATTORNEY GENERAL

1024 CAPITAL CENTER DRIVE  
SUITE 200  
FRANKFORT, KENTUCKY 40601

April 4, 2016

Mr. Joshua T. Rose  
Craig Henry PLC  
239 South Fifth Street  
Suite 1400  
Louisville, KY 40202

Re: Sunrooms and More – Response to Subpoena

Dear Mr. Rose,

On March 7, 2016, I served a Subpoena and Investigative Demand on your client pursuant to KRS 370.250. The Return Receipt shows that your client received it on March 8, 2016. The Subpoena had a return date of April 1, 2016. You were provided a courtesy copy by mail. Subsequent to your receipt of the Subpoena we discussed me providing you a list of the complainants against your client that were known to us. By email of March 11, 2016, I advised you that we believed that it would be much cleaner if you would provide the client files for every consumer you know that complained. Once those were produced, if I knew of others, I would request those files. At no time did you ask for more time to respond to the subpoena.

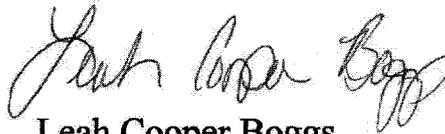
I received your five (5) emails upon my return to the office today. From my review it appears that four (4) are customer files and one (1) is your response to the subpoena. I am confused by your response to the subpoena on several grounds - first, there is no agreement that you would produce only client files; second, your objections are general and not addressed to specific requests in the subpoena; third, the responses (if this is what they are) are not signed under penalty of perjury as required; and fourth, you do not address responding to the rest of the subpoena nor provide a date certain for your response.

Sunrooms and More  
April 4, 2016  
Page 2

From your email it is my understanding that you are out of town this week. Please contact me immediately upon your return. If you have not responded to the subpoena or we have not agreed to a date certain by which you will respond to the subpoena in its entirety by Friday, April 15, 2016 I will consider further legal proceedings.

Sincerely,

ANDY BESHEAR  
ATTORNEY GENERAL



Leah Cooper Boggs  
Assistant Attorney General  
Office of Consumer Protection  
502-696-5389  
[Leah.boggs@ky.gov](mailto:Leah.boggs@ky.gov)



COMMONWEALTH OF KENTUCKY  
OFFICE OF THE ATTORNEY GENERAL

ANDY BESHEAR  
ATTORNEY GENERAL  
April 15, 2016

1024 CAPITAL CENTER DRIVE  
SUITE 200  
FRANKFORT, KENTUCKY 40601

Mr. Joshua T. Rose  
Craig Henry PLC  
239 South Fifth Street  
Suite 1400  
Louisville, KY 40202

Re: Sunrooms and More – Response to Subpoena – 2<sup>nd</sup> letter

Dear Mr. Rose,

It appears that once again we have had a misunderstanding. In our phone conversation on Monday I said that I would expect your objections, what records you did have, and your proposal for a firm date by which you could complete the remaining discovery on Thursday. I meant yesterday. To date I have not received anything but the four (4) original emails.

So there is not further confusion, I will expect your complete compliance with the Subpoena by Thursday, April 21, 2016 including answers, documents, authentication, and objections. This is three (3) weeks past the return date for the subpoena and six (6) weeks past when the subpoena was served.

Sincerely,

ANDY BESHEAR  
ATTORNEY GENERAL

Leah Cooper Boggs  
Assistant Attorney General  
Office of Consumer Protection  
502-696-5389  
[Leah.boggs@ky.gov](mailto:Leah.boggs@ky.gov)

COMMONWEALTH OF KENTUCKY  
OFFICE OF THE ATTORNEY GENERAL

In re AMERICAN HOME DESIGN, INC.  
d/b/a Sunrooms & More

\*\*\*\*\*

**SUPPLEMENTAL RESPONSE TO SUBPOENA**

American Home Design d/b/a Sunrooms & More (“AHD”), by counsel, submits this supplemental response to the Subpoena of the Office of the Attorney General (“AG”) issued March 7, 2016 (“Requests”).

Without either party waiving any rights, AHD is assembling its customer files related to complaints filed with the Kentucky Better Business Bureau for production to the AG.

AHD responds to the subpoena subject to and without waiver of: (1) all questions as to the admissibility into evidence of these responses; (2) the right to object to other discovery related to the subject matter of these Requests; (3) the right to make additional objections or to request protective orders with respect to any of these Requests; and/or (4) the right to, at any time, revise, correct, add to, or clarify this Response.

**CONTINUING OBJECTIONS**

1. AHD objects to these Requests to the extent they seek information privileged or otherwise exempted from discovery by any applicable statute, the Kentucky Rules of Civil Procedure, or any other applicable rule, decision, or other law, including, but not limited to, the attorney-client privilege, the work product doctrine, the consulting expert privilege, and/or to the extent the AG seeks information that is not reasonably calculated to lead to the discovery of admissible evidence.

2. Defendant objects to these Requests to the extent that they call for information not within its possession, custody, or control. The responses are based upon documents within its

custody and control or information reasonably available to them, which is not as easily available to the AG.

3. AHD objects that these Requests are overly broad and unduly burdensome and not reasonably calculated to lead to admissible evidence.

4. AHD reserves all rights, including, but not limited to, all defenses under KRS Chapter 367, including, but not limited to, AHD objecting to producing information outside the county of its principal place of business.

5. AHD objects to the relevant time period of January 1, 2012 to the present.

6. These continuing objections apply to all requests other than information provided by AHD. To the extent AHD presents a particular objection to an individual request below, it does not waive other objections.

#### **REQUESTS AND RESPONSES**

1. State the form of each entity defined under American Home Design, Inc., d/b/a/ Sunrooms and More (SUNROOMS) operating in Kentucky (e.g., corporation, limited liability company, partnership, sole proprietorship, or otherwise).

a. IDENTIFY **Your** corporate structure.

b. IDENTIFY all current owner(s) (including percentage ownership).

c. IDENTIFY all management personnel and staff in Kentucky **You** authorized to determine responses to consumer complaints.

d. IDENTIFY all management personnel in Kentucky **You** authorized to approve marketing decisions.

e. IDENTIFY all management personnel in Kentucky **You** authorized to approve contracts.

f. PROVIDE a detailed job description of the job responsibilities of each person identified above.

**Response:** This Request is overly broad, unduly burdensome and not reasonably calculated to lead to admissible evidence. AHD is a Kentucky corporation. Jerod Hagen is the 100% owner and sole officer. Additional information can be found on Kentucky's Secretary of State's website.

Jerod Hagen is the only management staff authorized to approve marketing decisions and responses to consumer complaints. Salespeople are generally authorized to sign contracts with customers. Salespeople follow up on leads with customers and sell home improvement products to customers. Office staff (and/or Mr. Hagen) responds to customer complaints.

2. IDENTIFY all of **Your** business locations in Kentucky.

**Response:** 163 Old Todds Road, Suite 125, Lexington, KY 40509.

3. IDENTIFY all employees of SUNROOMS for the **Relevant time period** at any SUNROOMS location in Kentucky including owners, managers, office workers, salespersons, team leaders, crew members, and set forth in the response in each instance:

- a. That person's full name;
- b. That person's title;
- c. That person's position and job duties;
- d. That person's present (or last known, indicate the date of that latest knowledge)

business address and telephone number; and

- e. The dates on which that person was employed by SUNROOMS.

**Response:** This Request is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence. AHD had/has on average approximately the following number of employees: 41 (2012); 36 (2013); 29 (2014); 22 (2015); 14 (2016). Pursuant to applicable law, current employees should only be contacted through undersigned counsel. AHD would be amenable, on a reasonable basis, to providing contact information for former employees and/or arranging interviews with current employees who may be identified as having pertinent information to a consumer complaint that is relevant to the AG investigation.

4. PROVIDE the range of hourly rates SUNROOMS paid/pays to SUNROOMS salespersons, team leaders, and crew members. Do not include any rates related to overtime, holidays, after hours labor, or any rates other than those paid during normal business hours for routine work for the **Relevant time period**.

**Response:** This Request is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence, as the subpoena purportedly seeks to investigate consumer complaints – not wage related complaints.

5. PROVIDE a list of all bonuses, percentage cuts, or any other incentives, rewards, financial or otherwise (including any influences on employee's promotions or evaluations), SUNROOMS provided to SUNROOMS employees or others based on sales or installations for the **Relevant time period**.

**Response:** This Request is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence, as the subpoena purportedly seeks to investigate consumer complaints – not wage related complaints.

6. PROVIDE a list of all management or supervisory personnel salaries or hourly wages and any other rewards and incentives, financial or otherwise (including any influence on employee promotions or evaluations), SUNROOMS provided to SUNROOMS managers or supervisors based on sales or installations for the **Relevant time period**.

**Response:** This Request is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence, as the subpoena purportedly seeks to investigate consumer complaints – not wage related complaints.

7. PROVIDE a list of all independent contractors with whom **You** contracted during the **Relevant time period** including their last known address and phone number and IDENTIFY how they were compensated.

**Response:** This Request is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence. AHD has contracted with approximately 43 independent contractors since 2012. AHD would be amenable, on a reasonable basis, to providing contact information for independent contractors who may be identified as having pertinent information to a consumer complaint that is relevant to the AG investigation.

8. PROVIDE a list of all Kentucky residential or commercial contractor licenses that SUNROOMS holds and the date when those licenses, if any, became active.

**Response:** Lexington-Fayette Contractor (see attached).

9. PROVIDE a list of all certifications SUNROOMS holds related to the installation of sunrooms, doors, windows, and any construction or remodeling and the date on which the certification was obtained.

**Response:** U.S. E.P.A. (TSCA Certification)(see attached).

10. IDENTIFY all industry groups that **You** are or were affiliated with during the **Relevant time period** including but not limited to:

- a. Angie's List;
- b. Homebuilders Association of Lexington;
- c. The National Association of the Remodeling Industry;
- d. Guild Quality;
- e. National Association of Homebuilders Remodelers;
- f. Qualified Remodeler Top 500.

**Response:** AHD has been members of all groups on the above list.

11. For the entities listed in question 10, PROVIDE any and all documents regarding that affiliation including applications, letters of approval, and disciplinary actions/removal related to that affiliation.

**Response:** This Request is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence. Subject to said objection, AHD has never been disciplined related to any of the organizations. AHD's NARI membership recently expired.

12. IDENTIFY any and all banks and bank account numbers used by **Your**

organization during the **Relevant time period** including trust accounts for holding customer deposits or financing received before work is complete.

**Response:** This Request is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence.

13. IDENTIFY the entity or entities that process **Your** Kentucky credit card transactions.

**Response:** This Request is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence.

14. IDENTIFY any **Affiliate** or division of SUNROOMS which provides financing services for Sunrooms customers or any other entity which **You** use to provide financing to customers of SUNROOMS products or services, including but not limited to GreenSky and Enerbank, and PROVIDE a copy of **Your** contract with them.

**Response:** Greensky; Enerbank; and Aqua Finance. AHD does not have copies of the contracts.

15. PROVIDE all price lists **You** use(d) for materials, and services for the **Relevant time period**.

**Response:** This Request is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence.

16. PROVIDE a list of wholesale prices SUNROOMS paid for materials which

correspond with the price list referenced in question 15 for the **Relevant time period**.

**Response:** This Request is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence. This is also highly commercially sensitive and confidential.

17. IDENTIFY how you solicit business including, but not limited to, cold calls, door to door, table locations in other merchants' businesses, trade shows, direct mail, print, newspaper, radio, television, and web-based advertising.

**Response:** This Request is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence. Subject to said objection and without waiving it, AHD primarily purchases leads from marketing firms and follows up on those leads, advertises on the internet, and attends trade shows. AHD does not initiate solicitations door-to-door.

18. IDENTIFY and PROVIDE copies of all advertisements and solicitations, including but not limited to newspaper, print, radio, television, web-based advertising, video clips, promotional materials, direct mailings, and marketing materials, that **You** have disseminated to consumers or distributors (if any) in Kentucky for the **Relevant time period**.

**Response:** See Response to 17 above.

19. PROVIDE for all of the materials listed in the preceding demand:

- a. A reduced, readable copy, no smaller than 11 x 14 inches, for large signs or billboards.
- b. Copies of all television advertisements in separate disc in CD or DVD format and

the date and network on which the advertisements aired.

c. Copies of newspaper advertisements including the name of the newspaper, the date the advertisement ran, and the advertising heading under which the advertisements appeared.

d. Copies of radio advertisements in a separate disc in CD or DVD format and the station, date and time the advertisement aired.

e. Copies of internet advertisements including each page, all photographs, the date the advertisements appeared, and the websites on which the advertisements appeared.

f. Kentucky telephone directory advertisements including the name of the directory and the heading and date on which the advertisements appeared.

g. A representative copy of all direct mailings **You** distributed in Kentucky during the **Relevant time period**. If **You** distributed the same mailing multiple times, but with minor differences such as the notice date, include a representative copy of each different mailing.

**Response:** See Response to 17 above.

20. IDENTIFY all locations where **You** had a booth or table (including other merchants' locations and trade shows) during the **Relevant time period** and PROVIDE the date, address, and contact person at that location including an email or phone number.

**Response:** See Response to 17 above.

21. PROVIDE a copy of all Documents constituting, referring to, or relating to the marketing plans, sales techniques, or strategies for **Your** product(s) and/or service(s), including but not limited to any scripts **You** use to promote **Your** product(s) and or service(s) to consumers

and any training manuals, scripts, or coaching materials **You** provide to technicians, repairmen, or other personnel who interact with Kentucky consumers. **IDENTIFY** the author of each.

**Response:** This Request is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence. This is also highly commercially sensitive and confidential.

22. **PROVIDE** a copy of examples of all documents, including estimates, contracts, warranties, drawings, and certificates of completion **You** provide Kentucky consumers when they purchase **Your** product(s) and/or service(s) for the **Relevant time period**. When any document contains any marking not appearing on the original or altered from the original, such item shall be considered to be a separate original document.

**Response:** This Request is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence. Subject to said objection and without waiving it, please see contracts, warranties and certificates of completion produced herewith.

23. **PROVIDE** a copy of examples of all questionnaires, if any, **You** have consumers complete for the **Relevant time period**. State whether consumers fill out the questionnaires in person, by phone, or online. When any document contains any marking not appearing on the original or altered from the original, such item shall be considered to be a separate original document.

**Response:** AHD objects that this request is vague. Subject to said objection, AHD does not have customers fill out questionnaires.

24. IDENTIFY the number of Kentucky customers that You had during the **Relevant time period**.

**Response:** AHD objects that it would be unduly burdensome to determine that number and it is overbroad and not reasonably calculated to lead to admissible evidence. Subject to said objections, AHD roughly estimates that it has had approximately 3,500 customers since 2012.

25. PROVIDE copies of all consumer complaints (whether written or oral) that SUNROOMS has received directly from consumers, any state or federal agency, the BBB, or any other third party and the disposition of those complaints, if any, for the **Relevant time period**. Provide phone logs for those who orally complained and any copies made of the phone conversations. Do NOT include complaints forwarded to You by the Kentucky Attorney General's Office.

**Response:** This Request is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence. Subject to said objections and without waiving them or any other rights to challenge such production at a later date, AHD will produce discoverable file materials for consumer complaints it has received since 2014.

26. For all of the complaints listed above, PROVIDE a copy of the entire customer file including, but not limited to: copies of any estimates, contracts, drawings, change requests, certificates of completion, permit applications, inspection reports, warranties, telephone calls in and out, other communications, daily logs, and all refund checks with all Kentucky consumers who complained about service(s) or products SUNROOMS provided or installed for the **Relevant time period**. For each complaint, include a copy of the wholesale price paid by

SUNROOMS for any materials SUNROOMS used or installed on or in a consumer's home. Also include the number of hours required for the installation and the hourly costs to SUNROOMS in labor for that specific installation.

**Response:** This Request is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence. Subject to said objections and without waiving them or any other rights to challenge such production at a later date, AHD will produce discoverable file materials for complaints it has received since 2014. Also, wholesale prices and installation hours are not pertinent.

27. IDENTIFY and provide copies of all federal, state, or regulatory authority complaints, BBB complaints, complaints filed in state or federal courts, pleadings, memoranda, court orders, court opinions, temporary restraining orders, permanent injunctions, assurances, final judgments, consent decrees, administrative opinions, orders or otherwise in which SUNROOMS and its directors are or were a party in ANY STATE for the **Relevant time period**. Do not include workers' compensation actions.

**Response:** This Request is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence.

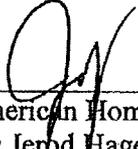
28. PROVIDE details of ANY investigation (either completed or underway) by ANY state, federal, or other governmental agency in which SUNROOMS and/or its directors are or were a target or party for the **Relevant time period**. Do not include workers' compensation actions.

**Response:** This Request is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence. Subject to said objections, AHD is not aware of any such investigation.

29. PROVIDE a list of all materialman's liens filed on **Your** customers homes because of your inability to pay.

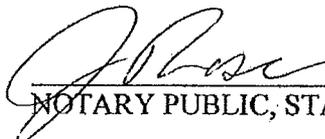
**Response:** This Request is overly broad, vague, and not reasonably calculated to lead to admissible evidence. Subject to said objections and without waiving them, AHD is not aware of any materialman's liens filed on its customers homes due to AHD's inability to pay materialmen.

I hereby certify that I am the President of AHD and that the foregoing information is true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
American Home Design, Inc.  
By: Jerod Hagen  
Its: President

COMMONWEALTH OF KENTUCKY  
COUNTY OF FAYETTE

SUBSCRIBED AND SWORN to before me by Jerod Hagen on this 21 day of April, 2016. My commission expires: 3-15-18

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE, KY

Respectfully submitted,

/s/ Joshua Rose  
Joshua T. Rose  
Craig Henry PLC  
239 South Fifth Street, Suite 1400  
Louisville, Kentucky 40202  
jrose@craighenrylaw.com  
(502) 614-5962

*Attorney for AHD*

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was on this 21<sup>st</sup> day of April, 2016, served by electronic mail upon Ms. Leah Boggs, [leah.boggs@ky.gov](mailto:leah.boggs@ky.gov)

/s/ Joshua Rose  
Joshua T. Rose

LEXINGTON-FAYETTE URBAN COUNTY  
CONTRACTOR REGISTRATION



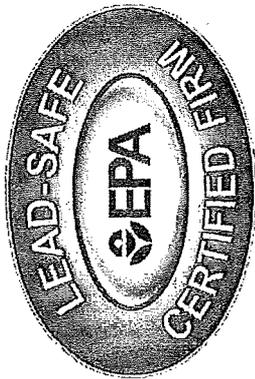
Be It Known That  
AMERICAN HOME DESIGN INC  
is hereby granted  
Registration # 13413  
as a  
Residential Contractor  
in Lexington-Fayette County  
Expiration Date: 12/31/16

HERE IS YOUR WALLET CARD. DETACH AND SIGN BACK OF CARD.



# United States Environmental Protection Agency

This is to certify that



American Home Design DBA Sunrooms And More

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

## In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires June 25, 2020

NAT-57416-2

Certification #

May 27, 2015

Issued On



A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



# LIMITED LIFETIME TRANSFERABLE WARRANTY

Temo, Inc. makes the following warranty on its Patio Products/Components to the purchaser.

- We warrant that the materials we provide to be free from failures and under normal use the aluminum frames will not blister, pit or peel and panels will not delaminate for the life of the purchaser.
- This warranty is for product/component failures only and only for materials produced by Temo, Inc. It does not include labor for installation of failed products or shipping of replacement product.
- The warranty for Insulated Glass seals is for a period of 10 years. Starting and ending from the time of the original purchase.
- Pull down screens have a one year warranty on the mechanical device.
- Vinyl glazing has a 10 year warranty for cracking and discoloring with proper maintenance.

Temo, Inc. warranty expressly excludes:

- Normal wear and tear for items such as sealants, door handles, torn and ripped screens, glass breakage and weather stripping.
- Condensation in a sunroom. This is a natural result of humidity within the home and/or changes in the interior and exterior temperatures. This does not indicate a defect.
- The painted aluminum, exterior laminate and plastics will maintain most of its manufactures color, however, atmospheric conditions and sun exposure may cause discoloring which is not covered under this warranty.
- Any defect or difficulty resulting from installation of a Temo product outside our published load and size limitations or accessory products not manufactured by Temo, Inc. (e.g., skylights, custom sized glass, etc.)

In the event of a failure of material covered by the warranty, notify in writing the authorized Temo, Inc. dealer from whom you purchased the product or to Temo, Inc., 20400 Hall Road, Clinton Township, Michigan 48038. You may be asked to return the failed part prepaid to our factory for inspection prior to new parts replacement. When not practical, we reserve the right to have a factory or dealer representative make an on-site inspection.

100% of the cost of material for warranty replacement will be assumed by Temo, Inc. if the part or component of the project originally installed is no longer available and Temo, Inc. decides to provide replacement, we reserve the right to substitute such part or component designed by us to be of equal price and/or quality.

This warranty is transferable to a succeeding purchaser of the residence on which the product was originally installed. The warranty can be transferred by completing the attached Warranty Transfer Card and mailing it with a transfer fee of \$500.00 to Temo, Inc., 20400 Hall Road, Clinton Township, Michigan 48038. The transfer will be invalid if not filed within forty-five days of the transfer/sale of the property.

This warranty as stated herein is in lieu of and expressly excludes all other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose, and is the sole and exclusive remedy for any claim of damages arising from any defect in the product. Temo, Inc. shall have no liability for consequential or incidental damages or personal injury from the use of its product. No agent, distributor, dealer or other party is authorized to make any warranty on behalf of Temo, Inc. or to assume for Temo, Inc. any other liability with respect to its product.

To register your Temo Product Warranty, detach and mail the warranty registration to obtain warranty coverage, return of the registration is a condition precedent to warranty coverage. You can also register online at [www.temosunrooms.com/register](http://www.temosunrooms.com/register). See selling dealer for other warranties.

### Patio Products Warranty Registration Application



Mail To: Temo, Inc., 20400 Hall Rd., Clinton Twp., MI 48038

Name of Original Purchaser \_\_\_\_\_ Dealer \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Homeowner (Signature) \_\_\_\_\_

Project Completion Date \_\_\_\_\_ Registration Date \_\_\_\_\_

### Patio Products Warranty Transfer Card

Original Purchaser \_\_\_\_\_ Transfer Name \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Transfer (Signature) \_\_\_\_\_ Property Transfer Date \_\_\_\_\_

***Limited / Lifetime Warranty for BCI Acrylic Bathtub Liners  
& Wall Systems***

***RESIDENTIAL BUYERS***

BCI Acrylic Bath Systems, Inc. warrants acrylic tub liners, acrylic shower liners, acrylic wall surrounds and acrylic accessories sold to residential buyers to be free from chipping, peeling, cracking or fading for as long as the buyer owns the residence.

These guidelines expressly prohibit the use of any abrasive cleansers, and damage resulting from their use that would not be covered under the terms of this warranty. Since any fixture, including a new one, can be chipped or scratched by hard objects impacting the surface, we cannot warrant against this type of damage or any acts of God. In addition, the following items or conditions could damage the acrylic surface and therefore void this warranty: damage resulting from contact with dyes, paints, inks, certain cosmetics, or unapproved cleaning agents, drain cleaners, abrasive pads, pigments, certain foods, paint remover, fingernail polish remover, solvents or other chemicals, cigarettes or other sources of extreme heat or damage resulting either directly from misuse or abuse, whether deliberate or unintentional. The cause of any damage or defect shall be determined by BCI Acrylic in its sole discretion.

In the event of a legitimate failure of the acrylic surface under these terms BCI Acrylic Bath Systems, Inc. reserves the right to partially repair, completely replace, or provide a refund, whichever BCI Acrylic Bath Systems, Inc. deems appropriate.

**THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, AND IS, IN FACT THE ONLY WARRANTY IN REGARD TO BATHTUB LINERS AND WALL SURROUNDS OFFERED BY BCI ACRYLIC BATH SYSTEMS, INC. IN ANY EVENT, BCI ACRYLIC BATH SYSTEMS, INC. SHALL BE RESPONSIBLE ONLY FOR REPAIRS, REPLACEMENT OF TUB LINERS OR WALL SYSTEMS, OR A REFUND NOT TO EXCEED THE TOTAL AMOUNT PAID FOR THE TUB LINERS OR WALL SYSTEMS ORIGINALLY AND WILL IN NO WAY BE LIABLE FOR ANY LOSSES, TIME EXPENSES, ATTORNEYS FEES, INCONVENIENCE, OR INCIDENTAL DAMAGES CONSEQUENTIAL AND/OR WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY WAIVED.**

# Original Homeowners Lifetime Limited Warranty

| STAIN*                | CLEANERS*   |
|-----------------------|---|
| Bubble Gum            | For 15-30 Minute Stain, use 1/2 cup of solution on stain of 1/2 cup of Murphy's Oil Soap and water (70 percent) |
| Crayon                | Leakoff   |
| DAF (Oil-based stain) | Paintsol  |
| Felt-tip Pen          | For 15-30 Minute Stain, use 1/2 cup of solution on stain of 1/2 cup of Murphy's Oil Soap and water (70 percent) |
| Gum                   | Paintsol  |
| Liquid Ink            | For 15-30 Minute Stain, use 1/2 cup of solution on stain of 1/2 cup of Murphy's Oil Soap and water (70 percent) |
| Lithium Grease        | For 15-30 Minute Stain, use 1/2 cup of solution on stain of 1/2 cup of Murphy's Oil Soap and water (70 percent) |
| Oil and Grease        | For 15-30 Minute Stain, use 1/2 cup of solution on stain of 1/2 cup of Murphy's Oil Soap and water (70 percent) |
| Oil                   | For 15-30 Minute Stain, use 1/2 cup of solution on stain of 1/2 cup of Murphy's Oil Soap and water (70 percent) |
| Paint                 | For 15-30 Minute Stain, use 1/2 cup of solution on stain of 1/2 cup of Murphy's Oil Soap and water (70 percent) |
| Pen Ink               | For 15-30 Minute Stain, use 1/2 cup of solution on stain of 1/2 cup of Murphy's Oil Soap and water (70 percent) |
| Rust                  | For 15-30 Minute Stain, use 1/2 cup of solution on stain of 1/2 cup of Murphy's Oil Soap and water (70 percent) |
| Tin                   | For 15-30 Minute Stain, use 1/2 cup of solution on stain of 1/2 cup of Murphy's Oil Soap and water (70 percent) |
| Top Soil              | For 15-30 Minute Stain, use 1/2 cup of solution on stain of 1/2 cup of Murphy's Oil Soap and water (70 percent) |

\* For 15-30 Minute Stain, use 1/2 cup of solution on stain of 1/2 cup of Murphy's Oil Soap and water (70 percent)

Follow the precautionary labeling instructions on the cleaning agent container. Protect shrubs from direct contact with cleaning agents.

Disposal: Dispose of all scrap or excess trim in a manner that is consistent with local and state rules and regulations. For information on recycling leftover vinyl siding scrap, order a how-to guide from the American Plastics Council, at 1-800-543-5790, or the Vinyl Siding Information Center, at 1-888-FOR-VINYL (1-888-367-8741).

- Cleanup**
- The beauty of vinyl siding is maintained with little effort. Although vinyl siding will get dirty, like anything exposed to the atmosphere, a heavy rain will do wonders in cleaning it. Or, it's possible to wash it down with an ordinary garden hose. If neither rain nor hosing does a satisfactory job, follow these simple instructions:
- Use an ordinary long-handled car washing brush. This brush has soft bristles, and the handle tapers onto the end of the hose. It allows the siding to be washed just like a car. Avoid using stiff bristle brushes or abrasive cleaner, which may, change the gloss of the cleaned area and cause the siding to look spotted.
  - To remove dirt and grime found in industrial areas, wipe down the siding with a solution made up of the following:
    - 1/3 cup powdered detergent (e.g., Feb, Tide, or equivalent powdered detergent)
    - 2/3 cup powdered household cleaner (e.g., Softap, Spic & Span, or equivalent)
    - 1 gallon water
  - If mildew is a problem, use the solution previously mentioned, but add 1 quart liquid laundry bleach.
  - When washing exterior of your entire house, start at the bottom and work up to the top in order to prevent streaking.
  - For stubborn stains, use the following chart:

- Automatic Transmittability
- Additional Limited Replacement Coverage
- No Deductibles, Fees or Service Charges
- Coverage Against Cracking



PORTFOLIO

ROYAL Exteriors

THINK OUTSIDE

PORTFOLIO





**SUNROOMS**  
AND MORE  
BY AMERICAN HOME DESIGN

Specializing In:  
Sunrooms • Decks • Entry Doors • Replacement Windows • Bathliners

163 Old Todds Rd  
Lexington, KY 40509  
Office: 859.269.0945  
1.800.361.6065

Customer: [REDACTED] Home Phone: [REDACTED]  
Street Address: [REDACTED] Work Phone: [REDACTED]  
City: [REDACTED] State: [REDACTED] Cell Phone: [REDACTED]  
E-Mail: [REDACTED] Zip: [REDACTED] Date: 11/20/2014

We hereby submit specifications and estimates for (only check purchase items)

|                  |        |                       |      |       |      |               |                     |    |
|------------------|--------|-----------------------|------|-------|------|---------------|---------------------|----|
| TEAROOM          | NA     | PLEASE MARK ALL SIZES | PROJ | WIDTH | HGT. | ROCK WHITE    | PERMIT              |    |
| EXISTING SLAB    | NA     | O.D. SLAB             |      |       |      | FASCIA/TIMBER | DRYER VENT MOVE     | NA |
| FOOTING          | NA     | WOOD DECK             |      |       |      | BRONZE        | SPIGOT MOVE         | NA |
| PIERS            | NO. NA | WALLS                 | 16   | 12    |      | FRAME COLOR   | STANDARD ELECTRIC   | NA |
| REINFORCEMENT    |        | ROOF/PATIO COVER      | 18   | 13    |      | BRONZE        | ADDITIONAL ELECTRIC | NA |
| BREAK THRU       | NA     | 42" DOOR              |      |       |      | SANDSTONE     | AC MOVE             | NA |
| FINISH BACK WALL | NA     | DOOR                  |      |       |      | SKYLITES      |                     |    |
| STEPS            | NO. NA | SCREENING             |      |       |      | TRANSPARENT   |                     |    |
| RAILING          | NA     | ROOF STYLE            |      |       |      |               |                     |    |

NON-THERMALLY BROKEN WALLS:  SCREENS ONLY  GLASS & SCREEN  INSULATED GLASS & SCREEN

OTHER WORK: SPF 89 Double pane 3 1/2" wall - 18" knee wall OSB sub floor - Remove Door / Use Customers Prov. Wall Door Lifetime Warranty & Install Run gutters toward far corner

THE FOLLOWING WORK SHALL BE DONE BY PARTIES OTHER THAN SUNROOMS AND MORE'S EXPERT INSTALLATION PARTNER AND IS NOT A PART OF THIS CONTRACT  
HVAC & Electric

**TERMS AND CONDITIONS**

- SOLE CONTRACT:** Owner(s) hereby warrant to Contractor that they are not presently bound by a contract with any other person or company for the performance of all or part of this work specified above.
- CREDIT APPLICATION:** Owner(s) authorize Contractor or Contractor's assignee(s) to conduct a credit check and Owner(s) further authorize all persons having credit information on Owner(s) to disclose such information to Contractor or Contractor's assignee(s).
- EXTRA:** Contractor shall not perform any work not specifically undertaken in writing by said contractor. If any work is undertaken by Contractor, all the terms and conditions of the contract shall apply with respect to such work except to the extent that the same conflicts with the terms and conditions of the contract which apply with respect to such work except to the extent that the same conflicts with the terms and conditions of the work order.
- SUBCONTRACTORS:** All the subcontractors, Contractor may subcontract any part of the specific work to be performed by Contractor.
- WORK AND MATERIALS:** All material is guaranteed to be as specified. All work to be completed in a substantial workman like manner according to the specifications submitted, per standard practices. Any alterations or deviation from above specifications will be executed only upon written orders, and will become an extra charge above the contract amount. Owner will carry fire, tornado, and other necessary insurance to cover owner's premises and all material on site for use by Contractor.
- SALVAGE AND SURPLUS MATERIALS:** All salvage and surplus material taken to the job site for performance of said work but not actually used by the Contractor in performance of said work, shall remain the sole property of Contractor and Contractor shall have the right to remove the same within a reasonable time following the completion of the specified work.
- PAYMENT:** In consideration of the work and services to be performed by Contractor, the owner(s) agree to pay Contractor the CASH PRICE, including the CASH DOWN here indicated at twenty (20%) percent.
- ENTIRETY OF CONTRACT:** This agreement merges all prior negotiations between the parties hereto and constitutes their entire contract with respect to the subject matter hereof. It is mutually understood and agreed that all of the terms and conditions of this agreement are here in set forth. No, waiver, modification or variation thereof in any particular shall be binding upon the Contractor unless in writing and signed by its duly authorized representative. In entering into this contract, Owner is not relying on any statements, promises, commitments or representations by the Contractor or Contractor's agent, employees, assignees, or employees no set forth in writing herein.
- MEDIATION/ARBITRATION:** Any claim, dispute, or other matter in controversy related to this agreement shall be resolved exclusively by mediation and if mediation is unsuccessful, then arbitration. Owner(s) agree and understand that he/she waives his/her right to a lawsuit in court. Owner(s) must first attempt to mediate any dispute with a neutral mediator in Lexington, KY. The parties shall agree on the mediator and shall split the cost of the mediation equally. If mediation does not resolve the dispute, Owner(s) agree that the matter may only be resolved in arbitration in Lexington and the arbitration will be governed by the Federal Arbitration Act 9 U.S.C. 1 et. Seq., and administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules in effect on the date the dispute is submitted. The arbitrator shall issue the arbitration award on the Agreement accepted industry customs and practices and/or judicial precedent.
- DEFAULT:** In the event default occurs prior to commencement of the specified work made after the expiration of Owner(s)/Buyer(s) right to cancel for any reason, Contractor shall receive twenty-five percent (25%) of the cash price as liquidated damage, and not as a penalty. In the event of the specified work, Contractor may cease further work under this contract, recover from Owner(s) its cost incurred plus its anticipated profits, interest, its security interest, if any, and shall have such further additional cost and interest. In the event of any dispute between the Owner(s) and any jurisdiction.
- CORRECTION OF DEFICIENCIES:** The contractor shall correct promptly any work of its own or its subcontractors found to be defective or not complying with the terms of the contract. The warranty shall extend one (1) year from the date of completing this contract or longer as presented by law unless specified by other terms of the contract.
- UNFORCEABLE CLAUSE:** In the event any part of this contract shall be found to be unenforceable, the remainder of this contract shall be binding upon parties.
- TIME:** With respect to the schedule completion of the work specified herein time is of the essence. If the contractor is delayed at any time in the progress of the work by the owner(s) change orders, fire, labor disputes, acts of God, or other causes beyond the contractor's control, the schedule for the work of affected parts of the work shall be extended by the same amount of time caused by the delay.
- YOU MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. YOU MUST MAIL A NOTICE TO THE CONTRACTOR STATING YOU DO NOT WANT THE GOODS OR SERVICES SPECIFIED ABOVE. THE NOTICE MUST BE MAILED TO:**  
American Home Design, Inc.  
163 Old Todds Road • Lexington, KY 40509

**18. NOTICE TO THE OWNER(S)/BUYER(S): DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT YOU SIGN. OWNER(S)/BUYER(S) HEREBY ACKNOWLEDGES RECEIPT OF ONE (1) COPY OF THIS CONTRACT.**

TERMS:  CASH  FINANCE

TOTAL CONTRACT PRICE: \$ 2,500.00

CASH DOWN: \$ 12,500.00

BALANCE DUE UPON COMPLETION: \$ 12,500.00

Submitted by: [REDACTED]

Company Field Representative: [REDACTED]

ACCEPTANCE OF CONTRACT: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Contract must be accepted by Company Manager of office.

Signature: [REDACTED] KYOAG Exhibit 6 Page061

Job Detail

|         |       |         |      |       |          |       |      |         |             |          |            |
|---------|-------|---------|------|-------|----------|-------|------|---------|-------------|----------|------------|
| General | Dates | Service | Pmts | To Do | Comments | Notes | Docs | Permits | Commissions | Job Cost | Chg Orders |
|---------|-------|---------|------|-------|----------|-------|------|---------|-------------|----------|------------|

Status:  Complete   Stat Dt: 01/23/2015  Sale Batch

Job Cost Sheet

| Entered On             | Entered By      | Updated On             | Updated By      | Notes   |
|------------------------|-----------------|------------------------|-----------------|---|
| 12/8/2014 2:23:22 PM   | Hagen, Jerod    | 12/8/2014 2:23:46 PM   | Hagen, Jerod    | Temo cost is approx. \$9565.67                      |
| 11/26/2014 2:20:51 PM  | Goucher, Tommy  | 11/26/2014 2:21:44 PM  | Goucher, Tommy  | emailed cads to customer for approval, left m email |
| 11/25/2014 4:41:38 PM  | Goucher, Tommy  | 11/25/2014 4:42:18 PM  | Goucher, Tommy  | met customer during measure, re-ordered ca temo.    |
| 11/24/2014 4:29:31 PM  | Goucher, Tommy  | 11/24/2014 4:30:14 PM  | Goucher, Tommy  | measure scheduled for tues. 25th between 11         |
| 11/21/2014 12:22:29 PM | Riddle, Lincoln | 11/21/2014 12:22:34 PM | Riddle, Lincoln | Gave half down.                                     |

New  
< >



Job Detail

|         |       |         |      |       |          |       |      |         |             |          |            |
|---------|-------|---------|------|-------|----------|-------|------|---------|-------------|----------|------------|
| General | Dates | Service | Pmts | To Do | Comments | Notes | Docs | Permits | Commissions | Job Cost | Chg Orders |
|---------|-------|---------|------|-------|----------|-------|------|---------|-------------|----------|------------|

#5086-0415 Status:  In Progress  Stat Dt: 04/22/2015  Sale Batch  Int

Job Cost Sheet

| Entered On               | Entered By        | Updated On               | Updated By        | Notes   |
|--------------------------|-------------------|--------------------------|-------------------|---|
| 8/24/2015<br>12:16:19 PM | Deel, Joyce       | 8/24/2015<br>12:16:54 PM | Deel, Joyce       | Gate looks locked but it is NOT. Open and come in.  |
| 4/22/2015<br>4:16:48 PM  | Goucher,<br>Tommy | 4/22/2015<br>4:16:58 PM  | Goucher,<br>Tommy | Leonard installed   |
| 4/19/2015<br>3:18:47 PM  | Hagen, Jerod      | 4/19/2015<br>3:19:30 PM  | Hagen, Jerod      | new shingles - black, 3 white bci walls for bath, build new bathroom in back right corner, blow-in insulation |
| 4/19/2015<br>3:17:47 PM  | Hagen, Jerod      | 4/19/2015<br>3:17:57 PM  | Hagen, Jerod      | leonard is going to start Monday  |
|                          |                   |                          | <u>New</u>        |   |

< >



Sunrooms and More  
Lexington, KY 40509

# Statement

|           |
|-----------|
| Date      |
| 4/19/2016 |

|            |
|------------|
| To:        |
| [REDACTED] |

|                |   | Amount Due                 | Amount Enc.                |                              |                   |
|----------------|---|----------------------------|----------------------------|------------------------------|-------------------|
|                |   | \$2.00                     |                            |                              |                   |
| Date           | Transaction                               | Amount                     | Balance                    |                              |                   |
| 12/31/2013     | Balance forward                           |                            | 0.00                       |                              |                   |
| 07/15/2014     | 4708 Sunroom-<br>PMT #2295. deposit check | -250.00                    | -250.00                    |                              |                   |
| 07/23/2014     | PMT #2296.                                | -5,412.00                  | -5,662.00                  |                              |                   |
| 09/04/2014     | PMT #2298.                                | -10,824.00                 | -16,486.00                 |                              |                   |
| 09/05/2014     | INV #5301.                                | 16,488.00                  | 2.00                       |                              |                   |
| <b>CURRENT</b> | <b>1-30 DAYS PAST DUE</b>                 | <b>31-60 DAYS PAST DUE</b> | <b>61-90 DAYS PAST DUE</b> | <b>OVER 90 DAYS PAST DUE</b> | <b>Amount Due</b> |
| 0.00           | 0.00                                      | 0.00                       | 0.00                       | 2.00                         | \$2.00            |



Job Detail

#4708-0714 Status: Complete  Stat Dt: 09/21/2014  Sale

Job Cost Sheet

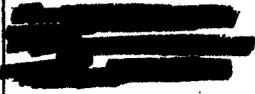
| Entered On            | Entered By     | Updated On            | Updated By     | Notes  |
|-----------------------|----------------|-----------------------|----------------|--|
| 7/30/2014 12:37:52 PM | Deel, Joyce    | 7/30/2014 12:38:19 PM | Deel, Joyce    | Left message that we will call when room comes in to install       |
| 7/24/2014 9:37:32 AM  | Goucher, Tommy | 7/24/2014 9:38:06 AM  | Goucher, Tommy | emailed cads for customer approval, contacted custo                |
| 7/21/2014 10:04:39 AM | Goucher, Tommy | 7/21/2014 10:05:08 AM | Goucher, Tommy | met customer during measure ordered cads from ten not have payment |
| 7/17/2014 1:58:44 PM  | Hagen, Jerod   | 7/17/2014 1:59:15 PM  | Hagen, Jerod   | measure set between 3-4pm tomorrow - please colle due \$5412.00    |
| 7/17/2014 10:16:37 AM | Goucher, Tommy | 7/17/2014 10:16:55 AM | Goucher, Tommy | left message to schedule measure                                   |
| 7/16/2014 2:40:11 PM  | Byers, Teri    |                       |                | Due 08/28/14:  |
| 7/16/2014 2:39:57 PM  | Byers, Teri    |                       |                | Due 07/16/14: ready to measure and order                           |
|                       |                |                       | <u>New</u>     |  |

< >

Sunrooms and More  
 Lexington, KY 40509

# Statement

|           |
|-----------|
| Date      |
| 4/19/2016 |

|   |
|---|
| To:   |
|  |

|                |   | Amount Due                 | Amount Enc.                |                              |                   |
|----------------|---|----------------------------|----------------------------|------------------------------|-------------------|
|                |   | \$0.00                     |                            |                              |                   |
| Date           | Transaction                                   | Amount                     | Balance                    |                              |                   |
| 12/31/2012     | Balance forward                               |                            | 0.00                       |                              |                   |
| 02/04/2013     | 3237 Completed 5/15/13 Sunroom-<br>PMT #2156. | -2,500.00                  | -2,500.00                  |                              |                   |
| 02/06/2013     | PMT #Visa 4534.                               | -6,161.00                  | -8,661.00                  |                              |                   |
| 04/29/2013     | PMT #Visa 4534.                               | -6,161.00                  | -14,822.00                 |                              |                   |
| 05/15/2013     | INV #4225.                                    | 21,285.00                  | 6,463.00                   |                              |                   |
| 05/15/2013     | PMT #Visa 4534.                               | -6,413.00                  | 50.00                      |                              |                   |
| 05/15/2013     | CREDMEM #4484.                                | -50.00                     | 0.00                       |                              |                   |
| <b>CURRENT</b> | <b>1-30 DAYS PAST DUE</b>                     | <b>31-60 DAYS PAST DUE</b> | <b>61-90 DAYS PAST DUE</b> | <b>OVER 90 DAYS PAST DUE</b> | <b>Amount Due</b> |
| 0.00           | 0.00  | 0.00                       | 0.00                       | 0.00                         | \$0.00            |



Specializing In:  
Sunrooms • Decks • Entry Doors • Replacement Windows • Bathliners

163 Old Todds Road, Suite #125  
Lexington, KY 40509  
Office: 859.269.0945  
1.800.361.6065

Customer: [Redacted] Home Phone: [Redacted]  
Street Address: [Redacted] Work Phone: [Redacted]  
City: [Redacted] State: [Redacted] Cell Phone: [Redacted]  
E-Mail: [Redacted] Zip: [Redacted] Date: [Redacted]

| TEARDOWN  |         | PLEASE MARK ALL SIZES |       |                  | PATIO SIZE |                 | COLORS |         | PERMIT                     |
|---|---------|-----------------------|-------|------------------|------------|-----------------|--------|---------|----------------------------|
| EXISTING SLAB   | FOOTING | WOOD DECK             | WALLS | ROOF/PATIO COVER | BREAK THRU | FRISH BACK WALL | STEPS  | RAILING | NON-THERMALLY BROKEN WALLS |
| N/A   | N/A     | N/A                   | N/A   | N/A              | N/A        | N/A             | N/A    | N/A     | SCREENS ONLY               |
| N/A   | N/A     | N/A                   | N/A   | N/A              | N/A        | N/A             | N/A    | N/A     | GLASS & SCREEN             |
| N/A   | N/A     | N/A                   | N/A   | N/A              | N/A        | N/A             | N/A    | N/A     | INSULATED GLASS & SCREEN   |
| OTHER WORK: Decks to secure permits. Decks to provide autocad drawings. Decks to build 12x14 TEMO Value-Viten w/ glass. White in color. Roof Cover 13x15x9. Swing door. Install Ceiling Fan. Decks to insulate & sub floor decks. |         |                       |       |                  |            |                 |        |         |                            |
| THE FOLLOWING WORK SHALL BE DONE BY PARTIES OTHER THAN SUNROOMS AND MORE'S EXPERT INSTALLATION PARTNER AND IS NOT A PART OF THIS CONTRACT   |         |                       |       |                  |            |                 |        |         |                            |
| Flooring, Additional Electric, Supply Ceiling Fan   |         |                       |       |                  |            |                 |        |         |                            |

**TERMS AND CONDITIONS**

1. **SOLE CONTRACT:** Owner(s) hereby warrant to Contractor that they are not presently bound by a contract with any other person or company for the performance of all or part of the work specified above.

2. **CREDIT APPLICATION:** Owner(s) authorize Contractor or Contractor's assignee(s) to conduct a credit check and Owner(s) further authorize all persons having credit information on Owner(s) to disclose such information to Contractor or Contractor's assignee(s).

3. **EXTRA:** Contractor shall not perform any work not specifically undertaken in writing by said contractor. If any work is undertaken by Contractor, all the terms and conditions of the contract shall apply with respect to such work except to the extent that the same conflicts with this terms and conditions of the contract shall apply with respect to such work except to the extent that the same conflicts with the terms and conditions of the work order.

4. **SUBCONTRACTORS:** At its election, Contractor may subcontract any part of the specific work to be performed by Contractor.

5. **WORK AND MATERIALS:** All material is guaranteed to be as specified. All work to be completed in a substantial workman like manner according to the specifications submitted, per standard practice. Any alterations or deviation from above specifications will be executed only upon written orders, and will become an extra charge above the contract amount. Owner will carry fire, temo, and other necessary insurance to cover owner's premises and all material on site for use by Contractor.

6. **SALVAGE AND SURPLUS MATERIALS:** All salvage and surplus material taken to the job site for performance of said work but not actually used by the Contractor in performance of said work shall remain the sole property of Contractor and Contractor shall have the right to remove the same within a reasonable time following the completion of the specified work.

7. **PAYMENT:** In consideration of the work and services to be performed by Contractor, the owner(s) agrees to pay Contractor the CASH PRICE, INCLUDING THE CASH DOWN PAYMENT made upon the signing of this contract, with the BALANCE CASH PRICE shall bear interest at twenty (20%) percent.

8. **ENTIRETY OF CONTRACT:** This agreement merges all prior negotiations between the parties here to and constitutes their entire contract with respect to the subject matters hereof. It is mutually understood and agreed that all of the terms and conditions of this agreement are here in set forth. No waiver, modification or variation thereof in any particular shall be binding upon the Contractor unless in writing and signed by its duly authorized representative. In entering into this contract, Owner is not relying on any statements, promises, commitments or representations by the Contractor or Contractor's agent, servants, assignees, or employees not set forth in writing herein.

9. **MEDIATION/ARBITRATION:** Any claim, dispute, or other matter in controversy related to this agreement shall be resolved exclusively by mediation and if mediation is unsuccessful, then arbitration. Owner(s) agree and understand that he/she waives his/her right to file a lawsuit in court. Owner(s) must first attempt to mediate any dispute with a neutral mediator in Lexington, KY. The parties shall agree on the mediator and shall split the costs of the mediation equally. If mediation does not resolve the dispute, Owner(s) agree that the matter may only be resolved in arbitration in Lexington and the arbitration will be governed by the Federal Arbitration Act 9 U.S.C. 1 et. Seq., and administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules in effect on the date the dispute is submitted. The arbitrator shall base the arbitration award on this Agreement accepted industry customs and practices and/or judicial precedent.

10. **DEFAULT:** In the event default occurs prior to commencement of the specified work made after the expiration of Owner(s)/Buyer(s) right to cancel for any reason, Contractor shall receive twenty-five percent (25%) of the cash price as liquidated damages, and not as a penalty. In the event of the specified work, Contractor may cease further work under the contract, recover from Owner(s) the cost incurred plus its anticipated profits enforce its security interest, if any, and shall have such further additional cost and interest. In the event of any dispute between the Owner(s) and any jurisdiction.

11. **CORRECTION OF DEFICIENCIES:** The contractor shall correct promptly any work of its own or its subcontractors found to be defective or not complying with the terms of the contract. The warranty shall extend one (1) year from the date of completing the contract or longer as prescribed by law unless specified by other terms of the contract.

12. **UNFORCEABLE CLAUSE:** In the event any part of this contract shall be found to be unenforceable, the remainder of this contract shall be binding upon parties.

13. **TIME:** With respect to the schedule completion of the work specified herein time is of the essence. If the contractor is delayed at any time in the progress of the work by the owner(s) change orders, fire, labor disputes, acts of God, or other causes beyond the contractor's control, the schedule for the work of affected parts of the work shall be extended by the same amount of time caused by the delay.

14. You may cancel this transaction at any time before midnight of the third business day after the date of this transaction. You must mail a notice to the Contractor stating you do not want the goods or services specified above. The notice must be mailed to:

Sunrooms and More  
163 Old Todds Road, Suite #125 • Lexington, KY 40509

15. **NOTICE TO THE OWNER(S)/BUYER(S): DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES, YOU ARE ENTITLED TO A COPY OF THIS CONTRACT YOU SIGN. OWNER(S)/BUYER(S) HEREBY ACKNOWLEDGES RECEIPT OF ONE (1) COPY OF THIS CONTRACT.**

TERMS:  CASH  FINANCE

TOTAL CONTRACT PRICE: \$ 20,985

DOWN PAYMENT: \$ 2,500

BALANCE DUE UPON COMPLETION: \$ 18,485

Submitted by: [Redacted]  
Company Field Representative: [Redacted]

ACCEPTANCE OF CONTRACT: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Contract must be approved by Company Manager of office.

Signature: [Redacted]  
Signature: [Redacted]

Job 3237

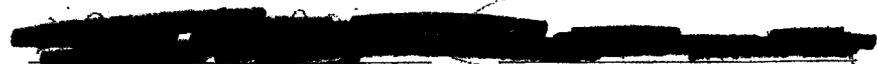
# SUNROOMS AND MORE

Sunrooms ♦ Decking ♦ Pergolas ♦ Kitchens ♦ Replacement Windows ♦ Entry Doors ♦ Bathrooms

## COMPLETION CERTIFICATE

The undersigned hereby acknowledges that American Home Design, Inc. has furnished all goods, services, and installations to be completed under the retail installment contract dated 2/1/13 and that said contract has been performed to our satisfaction. The undersigned further acknowledges that the right to rescission was not exercised.

Additionally, the undersigned acknowledges that this Completion Certificate must be returned within thirty days of receipt in order to validate any expressed warranty, and notes that any expressed warranty will only be valid when said contract is paid in full.

  
(Customer Signature) \_\_\_\_\_ (Print Name)

5-15-13  
(Date)

\_\_\_\_\_  
(Customer Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

11-6 Date

12-5

Done



### Service Ticket

Customer: [REDACTED] Job #: 3237-0213  
 Address: [REDACTED] Project Planner:  
 Date of Original Install: 04/10/2013  
 Phone: [REDACTED] Installer:  
 Cell Service Date:  
 Ticket#: 3421

Directions:

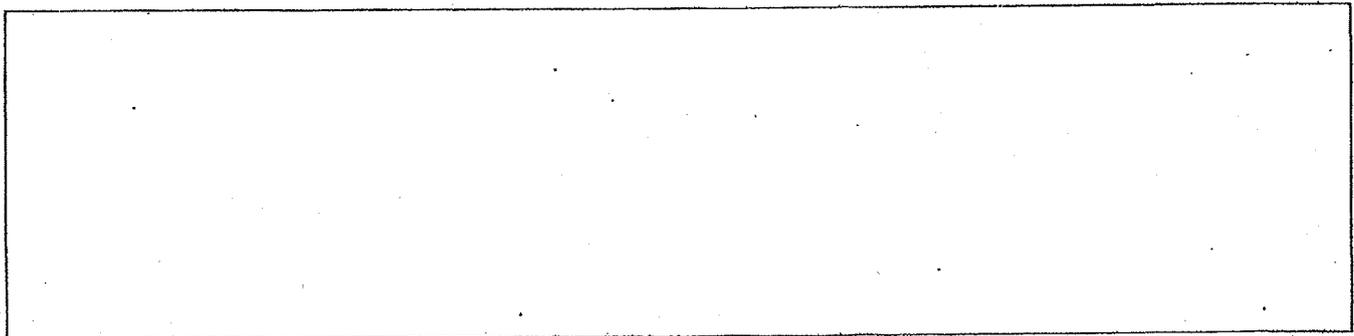
[REDACTED]

Nature of Problem: check screens to make sure there secure, roller broken

SAYS Bugs ARE Getting in BETWEEN screens & windows

Resolution: Tracked all sashes JB able to  
interlock pushed all screen's down  
 In 2 sill track cleaned track 4 sash  
 2 Roll

Diagram (if applicable):



Time of Arrival: 12:15 Time Completed: 1:30 Travel Time: Total Bill:

Customer's Signature of Satisfaction: [REDACTED] Date: 11-6-13

Installer's Signature of Completion: [REDACTED] Date: 11-6-13

Innovative Pest Management  
 3130 Custer Drive  
 Suite 100  
 Lexington, KY 40517  
 859-271-8852 Fax

**SERVICE SLIP / INVOICE #**

01-0062261

|                |                       |            |                  |
|----------------|-----------------------|------------|------------------|
| TIME IN:       | Residential           | TIME OUT:  | License # 115735 |
| CUSTOMER #     | 01-0008162            | TECH/NO.   | Zach Johnson--ZJ |
| DATE & TIME    | 4/10/2014 1:30:00PM   | LOCATION   |                  |
| LAST SERV DATE | 4/10/2014             | ROUTE/GRID | 5 WVP            |
| TARGET         | Beetles, Flies, Wasps |            |                  |

**BILLING ADDRESS**

Sunrooms and More  
 103 Old Todds Road  
 Lexington, KY 40509

**SERVICE ADDRESS**

Sunrooms and More  
 [REDACTED]

| PESTICIDES / PRODUCTS / EPA # | %             | AMOUNT |
|-------------------------------|---------------|--------|
| Lambda Star 9.7% CS           | 71532-23-7300 | 1.5 GA |
|                               | 0.06          |        |

| SERVICE TYPE / MATERIAL | AMOUNT        |
|-------------------------|---------------|
| New One Time Service    | 175.00        |
| Tax                     | 0.00          |
| PREVIOUS BALANCE        | 175.00        |
| <b>TOTAL DUE</b>        | <b>175.00</b> |

*Thanks  
Zach*

Treatment to exterior for face flies, asian beetles, and wasps.

NEXT APPOINTMENT /

**PAYMENT RECEIPT: PLEASE RETURN WITH PAYMENT FOR PROPER CREDITING OF YOUR ACCOUNT**

Innovative Pest Management  
 Sunrooms and More



|                      |               |
|----------------------|---------------|
| New One Time Service | 175.00        |
| Tax                  | 0.00          |
| PREVIOUS BALANCE     | 175.00        |
| <b>TOTAL DUE</b>     | <b>175.00</b> |

|              |            |            |                  |
|--------------|------------|------------|------------------|
| CUSTOMER #   | 01-0008162 | INVOICE #  | 01-0062261       |
| B CUST. NO.  | 01-0008162 | TECH / NO. | Zach Johnson--ZJ |
| SERVICE DATE | 4/10/2014  | ROUTE      | Route 5 Workpool |

**TOTAL PAID**

Terms: Net 30 Days  
 CASH  CK #

FORM # 1003

Job Detail

© 2007 RJR Technology, LLC

**Status:** Complete  **Stat Dt:** 05/15/2013  Sale Bat

**Job Cost Sheet**

| Entered On                | Entered By       | Updated On                | Updated By       | Notes  |
|---------------------------|------------------|---------------------------|------------------|--|
| 11/11/2014<br>10:17:40 AM | Hagen, Jerod     | 11/11/2014<br>10:18:09 AM | Hagen, Jerod     | She stated the reason she built the sunroom was to take care of wasp problem. Why is she getting flies in?                                       |
| 9/30/2013<br>12:11:47 PM  | Goucher, Cameron | 9/30/2013<br>12:12:23 PM  | Goucher, Cameron | Lyle to go Wednesday, said to call to set up a time Wednesday  |
| 6/6/2013 8:49:46 AM       | Deel, Joyce      | 6/6/2013 4:53:42 PM       | Deel, Joyce      | Lyle to go by 6/13 to look at windows.   |
| 5/1/2013 9:46:23 AM       | Burke, Lori      | 5/1/2013 9:46:38 AM       | Burke, Lori      | Balance due at completion is \$6463.00   |
| 4/2/2013<br>10:38:03 AM   | Wong, Charlotte  | 4/2/2013<br>10:38:47 AM   | Wong, Charlotte  | Lft msg that materials should be in today (4-2) and we hope install mid of next wk   |
| 3/15/2013<br>11:10:46 AM  | Wong, Charlotte  | 3/15/2013<br>11:11:44 AM  | Wong, Charlotte  | lft msg everything has been ordered and will when they arrive install  |
| 3/7/2013<br>10:34:57 AM   | Goucher, Tommy   | 3/7/2013 4:43:11 PM       | Goucher, Tommy   | customer requested change on door location sent cads back change. changes were made.   |
| 2/25/2013<br>3:34:33 PM   | Goucher, Tommy   | 3/7/2013<br>10:34:49 AM   | Goucher, Tommy   | ordered mat. from temo   |
| 2/19/2013<br>11:15:53 AM  | Goucher, Tommy   | 2/19/2013<br>11:16:07 AM  | Goucher, Tommy   | emailed revised drawings   |
| 2/7/2013 4:11:04 PM       | Goucher, Tommy   | 2/7/2013 4:11:37 PM       | Goucher, Tommy   | emailed cads for customer approval contacted customer on   |
| 2/6/2013 2:23:01 PM       | Byers, Teri      |                           |                  | Due 02/06/13: see change order   |
| 2/5/2013 3:27:34 PM       | Goucher, Tommy   | 2/5/2013 3:29:22 PM       | Goucher, Tommy   | met customer during measure. room is supposed to be bigger contract states according to customer. Ordered cads from ter                          |
| 2/5/2013 9:20:54 AM       | Byers, Teri      | 2/5/2013 9:21:00 AM       | Byers, Teri      | pd #2500 down<br>owes \$6161 at measure<br>owes \$6161 at job start<br>owes \$6161 at job completion<br>guess they get a \$2 discount per Nathan |
| 2/5/2013 9:18:17 AM       | Byers, Teri      |                           |                  | Due 05/07/13:  |
| 2/5/2013 9:17:59 AM       | Byers, Teri      |                           |                  | Due 02/05/13: ready to measure and to order  |
| 2/4/2013<br>12:20:11 PM   | Hagen, Jerod     | 2/5/2013 9:32:51 AM       | Byers, Teri      | cash deal -ok to order   |

New

< >



*oll*

# Service Ticket

Customer: [REDACTED] Job #: FY02OWEG1238  
 Address: [REDACTED] Project Planner:  
 Phone: [REDACTED] Date of Original Install:  
 [REDACTED] Installer: D & N Quality Home  
 Work Service Date:  
 Ticket#: 5307  
 Directions:

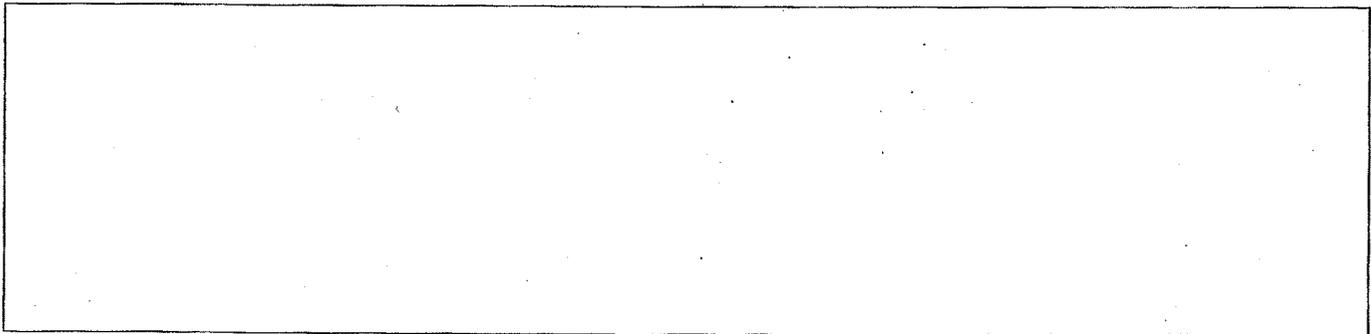
**Nature of Problem:**

Bath room surround is something wrong, Look at it. Bed room needs drywall fixed.

**Resolution:**

*Tear out drywall off ceiling, redrywall ceiling, mud the ceiling and texture the ceiling.*

**Diagram (if applicable):**



Time of Arrival: \_\_\_\_\_ Time Completed: \_\_\_\_\_ Travel Time: \_\_\_\_\_ Total Bill: \_\_\_\_\_

Customer's Signature of Satisfaction: [REDACTED] Date: 4-17-16

Installer's Signature of Completion: [REDACTED] Date: 4/17/16

COMPLAINT # 90073224

**COMPANY INFO**

NAME: **Sunrooms & More**

---

**CONSUMER INFO**

NAME: [REDACTED]

DAY PHONE: 804 926-6443

ADDRESS: [REDACTED]

EVE PHONE: 804 458-7522

[REDACTED]

EMAIL: [REDACTED]

\$ VALUE: \$0.00

FAX: -

---

**DETAILS**

CONCERNING: **Refund or Exchange Issues**

OPENED 25 September 2014

CLOSE CODE: 400 - Transferred to Other BBB

CLOSED 01 December 2014

CLOSED BY: OttOotto

ENTERED BY:

ASSIGNED TO: Will Yost

NATURE OF DISPUTE: Owner failed to send \$1000 refund for serviced not render. Talked to the owner at least 5 times and he still have not sent it after saying he was.

I signed a contract with Envision sunrooms & Windows located in Hayes Va which is owned by Sunroom & More in Lexington, Ky on 1/3/2014 to . on 2/1/2014 we changed the contract to have a tile floor installed. In late March I called the salesman and ask when they were was going to start the job. He told us that he would have the contractor call us right back that did not happen the contractor never called. After several call that end in failure we called and talked The manager name Elisha she set up an appointment for the contractor on the day of the appointment I took off from work for 2 days because that's how long they said it would take. No one show or called so I called Elisha and she told me that they would be there the next day. No one showed again and no one called. I called Elisha back and she had the contractor to call me. He told me that he could not do my shower at that time and he didn't know why they made the appointment. I called Elisha back and she set up another appointment and assured me that they would be there I took the days off from work and once again no showed up and no called. I called and was told they would be there the next day however the next day was the same. I called and asked what was going on why can't someone at least call if they can't keep the appointment that way I won't have to miss so much work. I once again setup another appointment with the same results.I talked to the contractor and he told me that he did not have anyone that could do the tile floor because he could not do tile floors in showers but he knew a person in Virginia Beach that could do it but it would be about 2 weeks. He said he would call me back. That call never came so I called him back and we setup another appointment. He told me that the first day he would send someone out to tear the old shower out and the next date he would come and they would install the new one.This time my wife stayed home and on the day of the appointment no one showed up or called so my wife called him and he said that he had a dental emergency with his son and he would be there at 1pm. He never showed or called back. My wife called him back and he said he would be there the next day. My wife told him not to come because we was going to cancel the contract. She called Elisha and told her that we was canceling the contract. Elisha told her that she could have someone come from Kentucky the next day and do the job and my wife told her no we have had enough. Later that even I got a called from the owner and he said he said someone could be there the next day. I told him that the company could not do any work for me and I told him I wanted a full refund of my Deposit which was \$1000. He said he would call me the next he never called. I tried to call him from the number he called me from but the number would no take incoming called. I called the company and asked for his number and they told me that they did not have his number. After I insisted the gave me the number to Joyce who connected me to Jerod. Over the pass over the past 4 months I have called several times and even sent his a copy of the check that he requested. Each time I speak to him he say he is sending it out but it the same they are just not dealing in good faith.

DESIRED RESOLUTION: All I want is a full refund of my \$1000 Deposit.

BUSINESS RESPONSE: This refund has cleared our account. We apologize for the timing on this. Thanks

DECISION:

## ACTIVITY:

|            |      |       |  |
|------------|------|-------|--|
| 09/03/2014 | web  | BBB   | Case Received by BBB   |
| 09/04/2014 | nate | BBB   | Case Reviewed by BBB - Member  |
| 09/04/2014 | Otto | EMAIL | Send Acknowledgement to Consumer   |
| 09/04/2014 | Otto | FAX   | Notify Business of Dispute - Member  |
| 09/16/2014 | Otto | BBB   | No response to first notice to member  |
| 09/16/2014 | Otto | EMAIL | Consumer - Have You Heard From the Company   |
| 09/16/2014 | Otto | MAIL  | Reminder of Dispute to Business - Member   |
| 09/18/2014 | nate | BBB   | Forward to Another BBB - OTTO  |
| 09/18/2014 | Otto | EMAIL | Inform Consumer Case Transferred to Another BBB  |
| 09/18/2014 | Otto | EMAIL | Inform other BBB Case Transferred  |
| 09/18/2014 | Otto | BBB   | Case Closed as TRANSFERRED to another BBB  |
| 09/19/2014 | BBB  | BBB   | Case Received by BBB   |
| 09/19/2014 | cris | BBB   | Case Reviewed by BBB   |
| 09/19/2014 | Otto | MAIL  | Notify Business of Dispute   |
| 09/22/2014 | cris | BBB   | Forward to Another BBB - OTTO  |
| 09/22/2014 | Otto | EMAIL | Inform Consumer Case Transferred to Another BBB  |
| 09/22/2014 | Otto | EMAIL | Inform other BBB Case Transferred  |
| 09/22/2014 | Otto | BBB   | Case Closed as TRANSFERRED to another BBB  |
| 09/23/2014 | BBB  | BBB   | Case Received by BBB   |
| 09/25/2014 | will | BBB   | Case Reviewed by BBB   |
| 09/25/2014 | Otto | EMAIL | Send Acknowledgement to Consumer   |
| 09/25/2014 | Otto | FAX   | Notify Business of Dispute   |
| 10/13/2014 | Otto | BBB   | No response to first notice to business  |
| 10/13/2014 | Otto | EMAIL | Consumer - Have You Heard From the Company   |
| 10/13/2014 | Otto | MAIL  | Reminder of Dispute to Business  |
| 10/21/2014 | Otto | BBB   | No Response received from Business on 2nd Notice   |
| 10/30/2014 | will | BBB   | PHONE CALL OR TIME EXTENSION OR CERTIFIED : Resending the business link<br>for review.   |
| 10/30/2014 | will | BBB   | MORE INFO RECEIVED FROM THE BUSINESS : I will look and respond today<br>Thanks again!  |
| 11/03/2014 | Otto | BBB   | No Response received from Business on 2nd Notice   |
| 11/12/2014 | will | BBB   | PHONE CALL OR TIME EXTENSION OR CERTIFIED : Resending the business<br>link.  |
| 11/17/2014 | Otto | BBB   | No Response received from Business on 2nd Notice   |
| 11/20/2014 | will | BBB   | RECEIVE BUSINESS RESPONSE : This refund has cleared our account. We<br>apologize for the timing on this. Thanks  |
| 11/20/2014 | will | EMAIL | Forward Business response to Consumer  |
| 11/26/2014 |      | BBB   | MORE INFO RECEIVED FROM THE BUSINESS : We apologize for the confusion<br>here, however this is not a current customer of Sunrooms and More. Thanks again |
| 12/01/2014 | Otto | BBB   | No Consumer Response- Assumed Resolved with Letter   |
| 12/01/2014 | Otto | FAX   | Inform Business - Case Closed ASSUMED RESOLVED   |
| 12/01/2014 | Otto | BBB   | Case closed - ASSUMED RESOLVED   |

COMPLAINT # 90072008

**COMPANY INFO**

NAME: **Sunrooms & More**

**CONSUMER INFO**

NAME: [REDACTED]  
ADDRESS: [REDACTED]  
[REDACTED]  
[REDACTED]  
\$ VALUE: \$0.00

DAY PHONE: -  
EVE PHONE: -  
EMAIL: [REDACTED]  
FAX: -

**DETAILS**

CONCERNING: **Service Issues**

OPENED 22 May 2014

CLOSE CODE: 110 - Resolved

CLOSED 09 June 2014

CLOSED BY: OttOotto

ENTERED BY:

ASSIGNED TO: Nate Gatewood

NATURE OF DISPUTE: This complaint is about the delay in completing a sunroom. On March 8, 2014, we signed a contract to have a sunroom built. The salesperson, Austin Burchett, stated that it would take 6-8 weeks from that point when the project would be completed. It has now been nearly 11 weeks and the project has not been started. My wife talked to the project manager, Tommy Goucher during the week of May 5, and was told there was a delay in receiving the building materials and that it would be 2 weeks or less. I emailed the project manager the following week and was told the same answer. On May 16, a structural engineer came to do additional measurements and evaluation for the building permit. He stated that the building permit would be issued as early as May 19, and that building would begin within a couple days after that. We went to the business location on May 17, to talk to a manager, but nobody was available. The marketing representative there said he would leave a message and have him call us first thing Monday, May 19. He called and talked to my wife, who asked if the project would be completed by Friday, May 23. He again replied that the materials had not been received, but that he could start putting in concrete footers and extending the current deck in preparation for installing the sunroom. As of Thursday, May 22, there has been no further communication in regard to beginning any phase of the project.

DESIRED RESOLUTION: Seeking refund of down payment (1/3 of project cost) and cancellation of contract if sunroom is not completed by May 30, 2014.

BUSINESS RESPONSE: This project should be complete. There was a delay from the manufacturer in receiving the materials for the project. We apologize for any inconvenience this may have caused. We sincerely hope you enjoy the new project. Please contact me with any questions

Thanks again

DECISION:

ACTIVITY:

- 05/22/2014 web BBB Case Received by BBB
- 05/22/2014 nate BBB Case Reviewed by BBB - Member
- 05/22/2014 Otto EMAIL Send Acknowledgement to Consumer
- 05/22/2014 Otto FAX Notify Business of Dispute - Member
- 06/03/2014 Otto BBB No response to first notice to member
- 06/03/2014 Otto EMAIL Consumer - Have You Heard From the Company
- 06/03/2014 Otto MAIL Reminder of Dispute to Business - Member
- 06/04/2014 WEB BBB RECEIVE BUSINESS RESPONSE : This project should be complete. There was a delay from the manufacturer in receiving the materials for the project. We apologize for any inconvenience this may have caused. We sincerely hope you enjoy the new project. Please contact me with any questions  
Thanks again
- 06/05/2014 nate EMAIL Forward Business response to Consumer
- 06/06/2014 WEB BBB DISPUTE RESOLVED- WITH LETTER : (The consumer indicated he/she ACCEPTED the response from the business.)

06/09/2014  
06/09/2014

Otto FAX  
Otto BBB

Inform Business - Case Closed RESOLVED  
Case Closed RESOLVED

COMPLAINT # 90073582

**COMPANY INFO**

NAME: **Sunrooms & More**

**CONSUMER INFO**

NAME: [REDACTED]  
ADDRESS: [REDACTED]  
[REDACTED]  
[REDACTED]

DAY PHONE: 812 949-2433  
EVE PHONE: -

\$ VALUE: \$0.00

EMAIL: [REDACTED]  
FAX: -

**DETAILS**

CONCERNING: **Service Issues**

OPENED 29 October 2014

CLOSE CODE: 110 - Resolved

CLOSED 18 June 2015

CLOSED BY: Nate Gatewood

ENTERED BY: Will Yost

ASSIGNED TO: Nate Gatewood

NATURE OF DISPUTE: Sunrooms and More guarantee the work they complete.

Since they laid the linoleum flooring in the kitchen the seam has separated. They did attempt to repair x 1. However the repair attempt did not work.

The backsplash tile in the kitchen was not installed correctly where the tile meets the counter. There is a crack around the kitchen counter and backsplash now that needs to be repaired. The backsplash also was not sealed as it should have been done.

Cabinet over refrigerator does not look complete.

Customer has been contacting company since 05/2014.

Also need to add to below complaint.

Sink/plumbing they installed in kitchen leaking. Mold under sink.

Sunrooms has reported to customer on several occasions a repair person would be at customers residence and no one would call or show up on the scheduled day reported.

DESIRED RESOLUTION: The customer is asking the business to address the issues.

BUSINESS RESPONSE:

DECISION:

ACTIVITY:

|                   |             |              |  |
|-------------------|-------------|--------------|--|
| <b>10/29/2014</b> | <b>will</b> | <b>BBB</b>   | Case Received by BBB   |
| <b>10/29/2014</b> | <b>will</b> | <b>BBB</b>   | Case Reviewed by BBB   |
| <b>10/29/2014</b> | <b>Otto</b> | <b>EMAIL</b> | Send Acknowledgement to Consumer   |
| <b>10/29/2014</b> | <b>Otto</b> | <b>FAX</b>   | Notify Business of Dispute   |
| <b>11/10/2014</b> | <b>Otto</b> | <b>BBB</b>   | No response to first notice to business  |
| <b>11/10/2014</b> | <b>Otto</b> | <b>EMAIL</b> | Consumer - Have You Heard From the Company   |
| <b>11/10/2014</b> | <b>Otto</b> | <b>MAIL</b>  | Reminder of Dispute to Business  |
| <b>11/10/2014</b> | <b>WEB</b>  | <b>BBB</b>   | RECEIVE BUSINESS RESPONSE : I have talked with the construction department in response to this service and will schedule a new crew to repair the floor as soon as possible. We will also inspect the sink while we are there and determine why it is leaking. Please call joyce at the office 800-361-6065 with any scheduling availability. Thanks again |
| <b>11/12/2014</b> | <b>will</b> | <b>EMAIL</b> | Forward Business response to Consumer  |
| <b>11/21/2014</b> | <b>Otto</b> | <b>BBB</b>   | No Consumer Response- Assumed Resolved with Letter   |
| <b>11/21/2014</b> | <b>Otto</b> | <b>FAX</b>   | Inform Business - Case Closed ASSUMED RESOLVED   |

**11/21/2014**    **Otto**   **BBB**    Case closed - ASSUMED RESOLVED  
**11/25/2014**    **will**   **BBB**    ReOpen the Complaint  
**11/25/2014**    **will**   **BBB**    CONSUMER'S INITIAL RESPONSE/REBUTTAL : Please do not close this  
 complaint.

Sunrooms has not addressed the issue. They have sent someone to "look" at the issue and apparently agree corrections need to be made. However they have not scheduled anyone or a time for any repairs to be made.

Thank you,



**11/25/2014**    **will**   **EMAIL**   Forward Consumer Rebuttal to Business  
**12/11/2014**    **Otto**   **BBB**    No Response from Business re: Consumer Rebuttal  
**12/11/2014**    **will**   **BBB**    PHONE CALL OR TIME EXTENSION OR CERTIFIED : Resending the business link  
 for review.  
**12/15/2014**    **Otto**   **BBB**    No Response from Business re: Consumer Rebuttal  
**12/15/2014**    **will**   **BBB**    Move Complaint Into Mediation Phase  
**12/15/2014**    **will**   **FAX**    Send Offer to Mediate to Business  
**12/15/2014**    **Otto**   **MAIL**    Send Offer to Mediate to Consumer  
**12/29/2014**    **Otto**   **BBB**    Consumer did not respond to offer to mediate  
**01/06/2015**    **will**   **BBB**    CONSUMER ACCEPTS OFFER TO MEDIATE : The customer has agreed to  
 mediation.  
**02/12/2015**    **will**   **BBB**    PHONE CALL OR TIME EXTENSION OR CERTIFIED : BBB called to ask if the  
 business was going to accept the mediation offer, but had to leave a message.  
**02/16/2015**    **Otto**   **BBB**    No Response from Business re: Consumer Rebuttal  
**02/26/2015**    **will**   **BBB**    Consumer accepts offer to mediate  
**02/26/2015**    **will**   **BBB**    CASE MOVED INTO SECOND MEDIATION PHASE : The business agreed by  
 phone to do the mediation.  
**02/26/2015**    **Otto**   **BBB**    Schedule Hearing Date/Time  
**02/26/2015**    **Otto**   **BBB**    Assign Mediator  
**02/26/2015**    **Otto**   **BBB**    Notice of Hearing to Consumer  
**02/26/2015**    **Otto**   **BBB**    Notice of Hearing to Company  
**03/09/2015**    **Otto**   **BBB**    Notice Of Hearing Timeout  
**03/17/2015**    **nate**   **BBB**    Schedule Hearing Date/Time  
**03/17/2015**    **Otto**   **BBB**    Assign Mediator  
**03/17/2015**    **Otto**   **BBB**    Notice of Hearing to Consumer  
**03/17/2015**    **Otto**   **BBB**    Notice of Hearing to Company  
**03/24/2015**    **nate**   **BBB**    Waiting for Hearing Date  
**03/24/2015**    **nate**   **BBB**    Hearing reminder Calls  
**03/24/2015**    **nate**   **BBB**    Hearing Held  
**03/24/2015**    **nate**   **BBB**    Case Mediated  
**03/24/2015**    **nate**   **BBB**    Dispute RESOLVED- w/o Letter  
**06/18/2015**    **Otto**   **BBB**    Case Closed RESOLVED

COMPLAINT # 90072244

**COMPANY INFO**

NAME: **Sunrooms & More**

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**CONSUMER INFO**

NAME: [REDACTED]  
ADDRESS: [REDACTED]  
[REDACTED]  
[REDACTED]

DAY PHONE: [REDACTED]  
EVE PHONE: [REDACTED]

EMAIL: [REDACTED]  
FAX: -

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**DETAILS**

CONCERNING: **Service Issues**  
OPENED 18 June 2014  
CLOSED 17 July 2014  
ENTERED BY:  
ASSIGNED TO: Nate Gatewood

CLOSE CODE: 150 - Answered  
CLOSED BY: OttOotto

NATURE OF DISPUTE: Company hired 9-29-12 to install 2 windows and a new front door. It is now 6-18-14 and the work has still not been completed.

On 9-29-12, I was visited by a salesman from this company. I agreed to purchase 2 new windows and a new front door. The salesman completed all measurements and I signed the paperwork and put down \$1500. This left a balance of \$869 which was due upon completion. I was told it would take 2-3 weeks for the windows and door to come in.

On 10-17-12 I received a call that the windows were ready to be installed. The gentleman came and attempted to put them in but neither window fit-the measurements were wrong asked about the door and was told to call the office. I immediately called that day and was told that they forgot to order it. I was assured that someone would be out to re-measure then the windows would be ordered again along with the door. A few days later LB the installation manager came to my house to measure the windows again. I told him that I would not allow the windows to be installed unless the door was done at the same time. I at this time, was not feeling confident in their services. Then on 11-20-12 I received a call that the windows were in and ready to be installed. I asked about the door and was told it was not in. I reintegrated that I wanted them completed on the same day. I was told LB would contact me. I did not receive a call from him.

On 11-23, 11-24, 12-3, 12-10, 12-13, and 12-21 I called to speak with LB about this to no avail. Finally, on 12-28 I spoke to LB at length about this and an appt was scheduled for him and his boss to come to my house on 1-5-13.

LB and his boss (unfortunately I did not write his name down) came to my house on 1-5-13. We spoke for about an hour. Never was there any apologies or admittance of wrongdoing. They did admit though that the front door had still not been ordered. We agreed that they would compensate me by providing a free screen door that I picked it that day from one of their catalogs. The "promised" to have the door ordered and in within 3 weeks then they would call me for a mutual installation time. I reiterated again, that I would not allow the windows to be installed seperately, all needed to be done on the same day. I asked for this agreement for the free screen door and was reassured that they were the bosses and it wasn't necessary. That is the last I have heard from anyone from Sunrooms and More. I have sin

DESIRED RESOLUTION: I no longer wish to do any sort of business with this company. I would like the \$1500 refunded.

BUSINESS RESPONSE: We too have multiple calls to the customer with no response and the product has been custom manufactured for there home. We have the windows and doors in the warehouse and would like to schedule the installation right away. I am not sure where the communication breakdown came from but apogolize if it was our fault. I show numerous outbound calls tracked from our system. Please call me at [REDACTED] to set this install please. Thanks again

DECISION:

ACTIVITY:

|                   |             |              |  |
|-------------------|-------------|--------------|--|
| <b>06/17/2014</b> | <b>web</b>  | <b>BBB</b>   | Case Received by BBB   |
| <b>06/18/2014</b> | <b>nate</b> | <b>BBB</b>   | Case Reviewed by BBB - Member  |
| <b>06/18/2014</b> | <b>Otto</b> | <b>EMAIL</b> | Send Acknowledgement to Consumer   |
| <b>06/18/2014</b> | <b>Otto</b> | <b>FAX</b>   | Notify Business of Dispute - Member  |
| <b>06/30/2014</b> | <b>Otto</b> | <b>BBB</b>   | No response to first notice to member  |
| <b>06/30/2014</b> | <b>Otto</b> | <b>EMAIL</b> | Consumer - Have You Heard From the Company   |
| <b>06/30/2014</b> | <b>Otto</b> | <b>MAIL</b>  | Reminder of Dispute to Business - Member   |
| <b>07/07/2014</b> | <b>WEB</b>  | <b>BBB</b>   | RECEIVE BUSINESS RESPONSE : We too have multiple calls to the customer with no response and the product has been custom manufactured for there home. We have the windows and doors in the warehouse and would like to schedule the installation right away. I am not sure where the communication breakdown came from but apogolize if it was our fault. I show numerous outbound calls tracked from our system. Please call me at 269-0945 to set this install please. Thanks again |
| <b>07/08/2014</b> | <b>nate</b> | <b>EMAIL</b> | Forward Business response to Consumer  |
| <b>07/17/2014</b> | <b>Otto</b> | <b>BBB</b>   | No Consumer Response- Assumed Resolved with Letter   |
| <b>07/17/2014</b> | <b>Otto</b> | <b>FAX</b>   | Inform Business - Case Closed ASSUMED RESOLVED   |
| <b>07/17/2014</b> | <b>Otto</b> | <b>BBB</b>   | Case closed - ASSUMED RESOLVED   |

**COMPANY INFO**

NAME: **Sunrooms & More**

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**CONSUMER INFO**

NAME: [REDACTED]  
ADDRESS: [REDACTED]  
[REDACTED]  
[REDACTED]  
\$ VALUE: \$0.00

DAY PHONE: [REDACTED]  
EVE PHONE: [REDACTED]  
EMAIL: [REDACTED]  
FAX: -

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**DETAILS**

CONCERNING: **Service Issues**  
OPENED 01 August 2014  
CLOSED 18 September 2014  
ENTERED BY:  
ASSIGNED TO: Nate Gatewood

CLOSE CODE: 150 - Answered  
CLOSED BY: OttOotto

NATURE OF DISPUTE: Changed interest rate. Company hasn't even started work and it has been two months. Company has used money and not produced service.

Aaron Goff came to our home the first week of May to give us a quote on a sunroom being added to our home. While he was there he said a 2.99% for five year. I said that they had my business. On the 5th of June I got a letter from Green Sky Bank stating the loan was 6.99%. I called the Bank and they stated I would have to have Sunrooms and More refund me the money and change in interest rate. I contacted Terri Rogers at Sunrooms and More and explained to her the situation. She said that she would talk to Aaron Goff and her boss and get the money and paperwork resubmitted. I spoke with her again on the 7th of June and she said it was being corrected. I talked with her on the 16th of June and she said it still hadn't been corrected. I talked with Mr. Andrew Riddly he ensured me that this issue would be resolved that week and would call me back. I called back on the 22nd of June and spoke with Mr. Jerrod Hagan the CEO. He ensured me that it would be corrected and call me back. He has never called back. On the 7th of July I called the bank about doing a dispute for they still hadn't started any work or changed the interest rate or refunded any money. He stated I would receive a call within 24-48 hrs. I asked to make a payment he said NO he would put a note in the system as to the problem why there was no payment made. I went on vacation the 11-13 July. I called Green Sky on the 14th of July and spoke with Sharmonaca Coleman and explained the whole situation for the 6th time. She emailed me the dispute forms. I filled them out and wrote a detail statement. I called Green Sky on the 22nd of July He said to wait to see if any work was performed by the 25th of July and to call back on the 28th of July. As of the 28th of July nothing had taken place since this whole situation started the first week of May. I talked to Jonathan McCoy on the 28th of July. He filed the dispute paperwork with the credit card company. He said that if the people came to let them do the work if I didn't then I wouldn't be honoring the contract. I contacted an attorney to get advice. He said I would have a good case. He told me to contact Home Depot for that is who Sunrooms and More is an independent contractor with. He also said that I should contact the Better Business Bureau. I contacted Home Depot by email on the 30th of July. I am still awaiting to hear from them. I contacted your business for I need help in getting this issue resolved.

DESIRED RESOLUTION: I am asking for a total refund back to the bank credit card company in the amount of over \$7000.00 dollars that the company has withdrawn to start the project and as of today the 1st of August hasn't completed anything. I am also asking that the contract with the bank/credit card company be voided for the company didn't hold up their word to have the issue resolved.

BUSINESS RESPONSE: The credits were issued to the customers accounts and this should already be resolved. Please call me at the office with any further questions.

Thanks again

DECISION:

ACTIVITY:

**08/01/2014**    **web**    **BBB**    Case Received by BBB  
**08/01/2014**    **nate**    **BBB**    Case Reviewed by BBB - Member  
**08/01/2014**    **Otto**    **EMAIL**    Send Acknowledgement to Consumer  
**08/01/2014**    **Otto**    **FAX**    Notify Business of Dispute - Member  
**08/15/2014**    **Otto**    **BBB**    No response to first notice to member  
**08/15/2014**    **Otto**    **EMAIL**    Consumer - Have You Heard From the Company  
**08/15/2014**    **Otto**    **MAIL**    Reminder of Dispute to Business - Member  
**08/25/2014**    **Otto**    **BBB**    No Response received from Business on 2nd Notice  
**09/03/2014**    **nate**    **BBB**    Phone Call or Time Extension or Certified  
**09/08/2014**    **Otto**    **BBB**    No Response received from Business on 2nd Notice  
**09/09/2014**    **nate**    **BBB**    RECEIVE BUSINESS RESPONSE : The credits were issued to the customers  
accounts and this should already be resolved. Please call me at the office with any further questions.

Thanks again

**09/09/2014**    **nate**    **EMAIL**    Forward Business response to Consumer  
**09/18/2014**    **Otto**    **BBB**    No Consumer Response- Assumed Resolved with Letter  
**09/18/2014**    **Otto**    **FAX**    Inform Business - Case Closed ASSUMED RESOLVED  
**09/18/2014**    **Otto**    **BBB**    Case closed - ASSUMED RESOLVED

**COMPANY INFO**

NAME: **Sunrooms & More**

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**CONSUMER INFO**

NAME: [REDACTED]  
ADDRESS: [REDACTED]  
[REDACTED]

DAY PHONE: -  
EVE PHONE: -

\$ VALUE: \$0.00

EMAIL: [REDACTED]  
FAX: -

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**DETAILS**

CONCERNING: **Customer Service Issues**

OPENED: 22 December 2014

CLOSE CODE: 110 - Resolved

CLOSED: 27 January 2015

CLOSED BY: OttOotto

ENTERED BY:

ASSIGNED TO: Will Yost

NATURE OF DISPUTE: Poor communication between company & contractor leading to errors, inspection failures, delays and complete dissatisfaction from us so far. In October we contracted with SunRooms & More (SRM as I will refer in this document) to install a covered patio. We were informed that requests through the HOA would be handled on their end. Measurements were taken, supplies ordered, etc. Our HOA was never contacted and the planned project was not approved. Per our HOA, we must have a shingled cover vs a metal roof (such as what SRM installed at our old home a few years ago). We had other quotes but SRM agreed to meet HOA requirements and complete at same cost. Yay for us, right? No not really given all the issues and stress! Work began with holes dug for beams and did not pass inspection 11/4/14. Supplies delivered 11/6. Contractor off to slow start, showing up many days when I got home from work. There was good progress day 1 and 2 on 11/13 & 11/14. Then the contractor stopped showing up or wouldn't show until noon leaving at dusk. Always has an excuse. Manager even verbalized his personal issues affect work but continue to put him on projects. I have documented dates of days not onsite and photos of progress work. This project was initially slated for 2 wks, then understandably with the added changes a few additional days were needed HOWEVER we are into week 8 of this project. On 12/8 my husband contacts SRM regarding the work. The manager sends another contractor out and states that he will have it completed by Saturday which was 12/13/14. The new contractor Phil is there on 12/10 and does great. Then for some reason Zack is back on the job 12/11 not to be seen again. He finishes the other side of the roof installing shingles. He is a no show 12/12-12/13. When I personally go to SRM office on 12/15 I find out inspection on the roof/cover did not pass which is why he was not there. The manager had a text from 12/9 about this. No one informed us of yet another delay and failed inspection. I went to the office on 12/15 and informed Lyles that this project needs to be completed by Tuesday. He verbally stated it would be by Saturday which is 12/20. I called the office 12/17 due to contractor not onsite at my house. Was informed everything passed and photos sent to inspector. He had texted the contractor twice that morning and he should be there. I called again 12/18 because as of 3:00p contractor a no-show. My visit to the office was not enough, so I needed to file this complaint formally. Not sure how they will finish as communicated by Sat 12/20. Granted when it rains work is delayed but here are some dates the contractor did not show (11/24, 11/28, 11/29, 12/3, 12/12, 12/13, 12/15, 12/17, 12/18). In addition to poor communication, failed inspections, failed delivery on completion dates and delays... my interior living room wall was damaged from nails and a picture frame broken. As well our landscaped treated by TruGreen in poor shape due to all the equipment and trash left on it for multiple weeks in snow and rain. I wish I had done my due diligence in checking their BBB score but since we worked with them before thought nothing of it. I am writing this complaint to hopefully help someone else with their decisions. It is evident why this company has a C+. If you move forward I encourage you to document, document, document.

DESIRED RESOLUTION: (1) We spend \$430 annually to TruGreen for landscape maintenance. Want to be reimbursed for 2 months although it will cost even more to fully restore.

(2) Cover cost to fix damage to interior wall, repaint and replace picture.

(3) Discount off the cost of project. We spent too much time managing this project, leaving work to ensure contractors are onsite, following up with company, etc.

(4) Last I want it completed ASAP!!!! If that means bringing the contractor Phil back do it!

BUSINESS RESPONSE: We apologize for the timeline concerning this project. We have completed and resolved all items. Please contact me with any questions. Thanks

DECISION:

ACTIVITY:

|                   |             |              |   |
|-------------------|-------------|--------------|---|
| <b>12/18/2014</b> | <b>web</b>  | <b>BBB</b>   | Case Received by BBB  |
| <b>12/22/2014</b> | <b>will</b> | <b>BBB</b>   | Case Reviewed by BBB  |
| <b>12/22/2014</b> | <b>Otto</b> | <b>EMAIL</b> | Send Acknowledgement to Consumer  |
| <b>12/22/2014</b> | <b>Otto</b> | <b>FAX</b>   | Notify Business of Dispute  |
| <b>01/05/2015</b> | <b>Otto</b> | <b>BBB</b>   | No response to first notice to business   |
| <b>01/05/2015</b> | <b>Otto</b> | <b>EMAIL</b> | Consumer - Have You Heard From the Company  |
| <b>01/05/2015</b> | <b>Otto</b> | <b>MAIL</b>  | Reminder of Dispute to Business   |
| <b>01/13/2015</b> | <b>Otto</b> | <b>BBB</b>   | No Response received from Business on 2nd Notice  |
| <b>01/15/2015</b> | <b>will</b> | <b>BBB</b>   | PHONE CALL OR TIME EXTENSION OR CERTIFIED : Emailing the business link for company review.  |
| <b>01/15/2015</b> | <b>WEB</b>  | <b>BBB</b>   | RECEIVE BUSINESS RESPONSE : We apologize for the timeline concerning this project. We have completed and resolved all items. Please contact me with any questions. Thanks |
| <b>01/20/2015</b> | <b>will</b> | <b>EMAIL</b> | Forward Business response to Consumer   |
| <b>01/26/2015</b> | <b>WEB</b>  | <b>BBB</b>   | DISPUTE RESOLVED- WITH LETTER : (The consumer indicated he/she ACCEPTED the response from the business.)  |

The project was finally completed. After a lot of back and forth between the business a final cost for the project was agreed upon. As recommended by my husband for the future it would be advantageous of the company to consider providing their contractors with an agreement on timelines and if deadlines are not met, the cost is on the contractor. Had something like this been in place a lot of this could have been avoided. In the full scope of things the % taken off essentially covers the annual TrueGreen maintenance and picture that was damaged. They repaired the wall and painted. The contractor who did not complete the job has threatened to put a lean on our home despite the fact that he did about 30% of the work. As he feels he should have been paid in full by Sunrooms and more. Our first installation at our previous home was great, this 2nd go round a horrible. We plan to enclose it down the road but there will not be a 3rd with Sunrooms and more.

|                   |             |            |  |
|-------------------|-------------|------------|--|
| <b>01/27/2015</b> | <b>Otto</b> | <b>FAX</b> | Inform Business - Case Closed RESOLVED |
| <b>01/27/2015</b> | <b>Otto</b> | <b>BBB</b> | Case Closed RESOLVED                   |

COMPLAINT # 90073407

**COMPANY INFO**

NAME: **Sunrooms & More**

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**CONSUMER INFO**

NAME: [REDACTED]

DAY PHONE: 502 379-0650

ADDRESS: [REDACTED]

EVE PHONE: 502 222-1913

[REDACTED]

EMAIL: [REDACTED]

\$ VALUE: \$0.00

FAX: 5022225701

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**DETAILS**

CONCERNING: **Refund or Exchange Issues**

OPENED 13 October 2014

CLOSE CODE: 110 - Resolved

CLOSED 02 March 2015

CLOSED BY: OttOotto

ENTERED BY:

ASSIGNED TO: Will Yost

NATURE OF DISPUTE: Contract written Jan 24th 2014 ,had us pay 10% down along with full payment of hot tub they would be installing. Now Oct 2014 and no work started.

1/24/14 signed contract Sunrooms & more also known as American Home Design,Inc build a sunroom along with installing a hot tub in sunroom. also they would be replacing floors, siding,doors,sink,counter tops, window work,etc. They requested 10% down \$4000.00 ck written 1/24/14 which cleared bank 1/27/14 ck#7743. Salesman Mr Charles Mccarrick had advised us we could buy hot tub and they would install for us. Advised could buy one for about \$3,000 for the size we needed. Told us stores to check with. Next business day we called looking for hot tub 5 x7 size and they cost way more than price he had mentioned. Call Charles & advised couldn't find anything at that price ,he said he would see what he could do . Called us back saying he had a show room floor model Serenade 5 x 7 he would hold for us. days go by & he calls saying someone else now wants hot tub & he would need us to pay for it so he could hold ,otherwise they would sell to other people. Scheduled to come by & pick up payment. Jan 30th he came by & he took my checkbook & started making out the Ck# 7744 1/31/14. Had me sign & then in big hurry. Told us on 1/24/14 they had orders ahead of us& would be spring when they would start on ours. Many times I called towards end of April trying to get information of when they would start. Always being told that someone will get back to us. Finally told would be on the Docket for June for Variance Court due to property line close where we are wanting sunroom.(had informed salesperson in beginning of the property line ,we even walked it off,he said no problem we have people who deal with that stuff all the time.) Advised we would receive a letter 1st part of June with date to show up in court. June comes watching mail daily for letter ,days go by no letter. I called& know one available , will call me back.days go by &no call, called again talked with Joyce and promises made that someone will call. Finally get call yet has to get with Lyle & get back to me. 2 more days go by called again after many calls they say lawyers are looking at it and will have to wait on lawyers. now we have missed the June docket. after lots of complaining & advising them i feel like they took our money and are ripping us off and taking advantage of handicap person. Also had emailed online website to get someone to call me. Advised on website how unhappy i was. Wasn't on docket until late July to make 8/21/14 variance meeting.While in court noticed & advised Cameron size wrong. He had 8' from inter wall & was to be 8' from outer wall.

Also when our turn in variance court Cameron had turned into Amy Alvey with planning and Zonning drawings showing a room addition not a sunroom. Cameron said he was going straight to office and would pull out contract and call us . While standing in courthouse lawn i called his office,however informed their computers were down. Someone would call me. That was 8/21/14 on 8/25/14 still no call I called ask for Aaron Golf,owner or head of operations.Andrew got on phone assured me he would get it all straight.Met Andrew on 8/28 he was getting variance straighten out & would be back on 9/3/14 at 4:15. 8/29/got text stating he was working with permit dept now.(10:02 on 8/29) I texted Andrew 9/3 at 4:52 had a 4:15 appt r u coming, he said he was at the variance office at that exact moment & had been in line since 3:15. Variance office is 1/2 mile from me. Showed at 7 says Variance people wanted to have a firewall on wall closest to property .Talked with Amy Alvey/ P&Z next day Andrew never there & they close at 4:30.I called P&Zon 9/9 still no word from anybody from Sunrooms/AHD .Called Andrew need to meet deadline of 9/24 for 10/16 variance ct. Amy rec'd email 9/17 of "drawing". This is a "drawing"a child could draw & is incorrect.He called & texted 9/23/what do

u want to do..Advised since contract couldn't be fulfilled would like refunds.Sent cert.ltr on 9/24 stating same.Now will not respond to us at all

DESIRED RESOLUTION: refunds of \$4000.00 along with refund of \$2990.00 for total of 6,990.00

Also they show on their web page that they are accredited with BBB and my understanding is they are not . I would like to see this removed off the website.

BUSINESS RESPONSE: Mr. Hagen agreed to send the \$14 to the customer.

DECISION:

ACTIVITY:

|                   |             |              |   |
|-------------------|-------------|--------------|---|
| <b>10/12/2014</b> | <b>web</b>  | <b>BBB</b>   | Case Received by BBB  |
| <b>10/13/2014</b> | <b>will</b> | <b>BBB</b>   | Case Reviewed by BBB  |
| <b>10/13/2014</b> | <b>Otto</b> | <b>EMAIL</b> | Send Acknowledgement to Consumer  |
| <b>10/13/2014</b> | <b>Otto</b> | <b>FAX</b>   | Notify Business of Dispute  |
| <b>10/27/2014</b> | <b>Otto</b> | <b>BBB</b>   | No response to first notice to business   |
| <b>10/27/2014</b> | <b>Otto</b> | <b>EMAIL</b> | Consumer - Have You Heard From the Company  |
| <b>10/27/2014</b> | <b>Otto</b> | <b>MAIL</b>  | Reminder of Dispute to Business   |
| <b>10/28/2014</b> |             | <b>BBB</b>   | MORE INFO RECEIVED FROM THE CONSUMER : As of 10/28/14 at 8:20 am<br>[REDACTED] have not heard from anyone with Sunrooms and More in anyway about the claim. [REDACTED]  |
| <b>11/04/2014</b> | <b>Otto</b> | <b>BBB</b>   | No Response received from Business on 2nd Notice  |
| <b>11/10/2014</b> | <b>will</b> | <b>BBB</b>   | PHONE CALL OR TIME EXTENSION OR CERTIFIED : Sending the business link for review.   |
| <b>11/10/2014</b> | <b>WEB</b>  | <b>BBB</b>   | RECEIVE BUSINESS RESPONSE : We applied for a variance based on the interpretation and measurements from the construction department and contract signed. It was my understanding that this variance was granted but ended up to be the wrong projection size needed and the back wall needed to be fire rated meaning "no glass" allowed. I thought we could work through this with the variance and zoning committee to obtain what the customer was originally looking for however we have since realized this will not happen and are sorry this project will not happen for the Harp's. We are in the final stage of processing the refund to resolve. Thanks again |
| <b>11/11/2014</b> | <b>will</b> | <b>EMAIL</b> | Forward Business response to Consumer   |
| <b>11/13/2014</b> | <b>will</b> | <b>BBB</b>   | MORE INFO RECEIVED FROM THE CONSUMER : The customer called and said both parties are trying to get an agreement between them that will be fair. The customer will give any updates within the next few days.  |
| <b>11/18/2014</b> | <b>will</b> | <b>BBB</b>   | CONSUMER'S INITIAL RESPONSE/REBUTTAL : The customer called and said the business is sending a check minus the fees. The customer will let BBB know asap when the check is received.<br>Please see attached for settlement agreement details.  |
| <b>11/19/2014</b> | <b>will</b> | <b>BBB</b>   | Dispute RESOLVED- with Letter   |
| <b>11/19/2014</b> | <b>Otto</b> | <b>FAX</b>   | Inform Business - Case Closed RESOLVED  |
| <b>11/19/2014</b> | <b>Otto</b> | <b>BBB</b>   | Case Closed RESOLVED  |
| <b>02/04/2015</b> | <b>will</b> | <b>BBB</b>   | ReOpen the Complaint  |
| <b>02/04/2015</b> | <b>will</b> | <b>BBB</b>   | CONSUMER'S INITIAL RESPONSE/REBUTTAL : The customer called today and indicated the business shorted the offer that they agreed to resolve the issue. The business still owes the customer \$14 to resolve this issue.   |
| <b>02/04/2015</b> | <b>will</b> | <b>EMAIL</b> | Forward Consumer Rebuttal to Business   |
| <b>02/13/2015</b> | <b>Otto</b> | <b>BBB</b>   | No Response from Business re: Consumer Rebuttal   |
| <b>02/26/2015</b> | <b>will</b> | <b>BBB</b>   | Phone Call or Time Extension or Certified   |
| <b>02/26/2015</b> | <b>will</b> | <b>BBB</b>   | RECEIVED BUSINESS' REBUTTAL RESPONSE : Mr. Hagen agreed to send the \$14 to the customer.   |
| <b>02/26/2015</b> | <b>will</b> | <b>EMAIL</b> | Send Business' Rebuttal Response to Consumer  |
| <b>02/27/2015</b> | <b>WEB</b>  | <b>BBB</b>   | DISPUTE RESOLVED- WITH LETTER : (The consumer indicated he/she ACCEPTED the response from the business.)  |
| <b>03/02/2015</b> | <b>Otto</b> | <b>EMAIL</b> | Inform Business - Case Closed RESOLVED  |
| <b>03/02/2015</b> | <b>Otto</b> | <b>BBB</b>   | Case Closed RESOLVED  |

**COMPANY INFO**

NAME: **Sunrooms & More**

**CONSUMER INFO**

NAME: [REDACTED]  
ADDRESS: [REDACTED]  
[REDACTED]  
[REDACTED]  
\$ VALUE: \$0.00

DAY PHONE: [REDACTED]  
EVE PHONE: [REDACTED]  
EMAIL: [REDACTED]  
FAX: -

**DETAILS**

CONCERNING: **Service Issues**  
OPENED 14 October 2014  
CLOSED 21 November 2014  
ENTERED BY:  
ASSIGNED TO: Will Yost

CLOSE CODE: 150 - Answered  
CLOSED BY: OttOotto

NATURE OF DISPUTE: 11-13-13 we signed a contract to have all of windows replaced in our home. July 2014 2 more windows were added & aren't installed 3 months later. Contract signed 10-13-13 to have all windows replaced in home. 2 windows were left out of original count so added 2 windows in July 2014. It took 9 months for them to replace 18 windows with me constantly having to call them to ask why they weren't getting our house done. Windows came in twice that were the wrong size. The 2 windows from our July contract have yet to be replaced 3 months have gone by and I've had to contact them each time to get information as to why the job is not complete. I was off all summer and they didn't schedule time to come until I had begun working again. They have a B rating with the BBB and I feel that is entirely too high for them. I think they have taken on more business than they can handle and because of this I'm the one getting the bad deal. After waiting 9 months for 18 windows I feel like they should not charge me over \$800 for 2 additional windows. I am now going on my 3rd month of waiting for 2 additional windows to be installed. I called last week to ask why my last 2 windows have yet to be installed and was told by Lyle that the windows were not made yet. What? Those windows were ordered in July and 3 months later they still aren't done. I am beyond frustrated. I am tired of excuses. The deck bay windows' siding is messed up after they installed the new windows and has yet to be fixed by them. They have not fulfilled the contract in a timely manner as stated in what I signed. I would like them to install my last 2 windows immediately and not be charged for them. It's been over a year since the initial contact in October 2013 with them in Elizabethtown, Kentucky's Sam's Club and on November 13 will be a year since we signed a contract with Charles to have all of our windows replaced.

DESIRED RESOLUTION: I am wanting the siding on my deck at the bay window to be fixed and the last 2 garage windows to be installed immediately and we not be charged for them.

BUSINESS RESPONSE: I have contacted the manufacturer and advised them we need the two remaining windows asap. We do not have them from the factory yet but will schedule the install as soon as they arrive. We will schedule a service call to repair the vinyl on the bay window this week. Please call joyce at the office with scheduling dates and availability at 800-361-6065. Thanks again and we apologize for the delay in receiving this product

DECISION:

ACTIVITY:

- 10/13/2014 web BBB Case Received by BBB
- 10/14/2014 will BBB Case Reviewed by BBB
- 10/14/2014 Otto EMAIL Send Acknowledgement to Consumer
- 10/14/2014 Otto FAX Notify Business of Dispute
- 10/27/2014 Otto BBB No response to first notice to business
- 10/27/2014 Otto EMAIL Consumer - Have You Heard From the Company
- 10/27/2014 Otto MAIL Reminder of Dispute to Business

**11/04/2014**   **Otto**   **BBB**   No Response received from Business on 2nd Notice  
**11/12/2014**   **will**   **BBB**   RECEIVE BUSINESS RESPONSE : I have contacted the manufacturer and advised them we need the two remaining windows asap. We do not have them from the factory yet but will schedule the install as soon as they arrive. We will schedule a service call to repair the vinyl on the bay window this week. Please call joyce at the office with scheduling dates and availability at 800-361-6065. Thanks again and we apologize for the delay in receiving this product  
**11/12/2014**   **will**   **EMAIL**   Forward Business response to Consumer  
**11/21/2014**   **Otto**   **BBB**   No Consumer Response- Assumed Resolved with Letter  
**11/21/2014**   **Otto**   **FAX**   Inform Business - Case Closed ASSUMED RESOLVED  
**11/21/2014**   **Otto**   **BBB**   Case closed - ASSUMED RESOLVED

**COMPANY INFO**

NAME: **Sunrooms & More**

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**CONSUMER INFO**

NAME: [REDACTED]

DAY PHONE: [REDACTED]

ADDRESS: [REDACTED]

EVE PHONE: -

[REDACTED]

EMAIL: [REDACTED]

\$ VALUE: \$0.00

FAX: -

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**DETAILS**

CONCERNING: **Contract Issues**

OPENED 21 January 2014

CLOSE CODE: 150 - Answered

CLOSED 02 July 2014

CLOSED BY: Nate Gatewood

ENTERED BY:

ASSIGNED TO: Nate Gatewood

NATURE OF DISPUTE: Sunrooms failed to honor and finish contract.

I had a call from bldg inspection about permit is canceled since sunrooms is not returning their calls. To start my wife and i contract with sunrooms and more was divided in two steps meaning two payments. first step was " frame basement and basement area (fireplace), electrical work to code, ceiling" for the amount \$7,500, the ceiling in the first step is never touched they were supposed to do a tray ceiling.

and also they were supposed frame something to make a fridge fit by kitchen area, none of these items were finished when we paid them in November 2013 for the first step. The second step was for them to do the kitchen, flooring, fireplace in the sitting area and drywall and bathroom according to what we agreed the first time we met.

Jerod Hagan came to our house by the end of November to ask for more money for the first step and second step, saying one of room is set has a safety room framing with cement block, he need more money for framing saying it was not it the contract and needs more money for the second step since he needs to make a window for the second bedroom. the contract we agreed said two bedrooms and by code a bedroom has automatically a window, but he came over to collect more money for a window, the fireplace and for framing laundry area. When we told him we are not give a dime more on top of \$22,500 for the second step he got upset saying we could mutually void the contract or do what it says in the contract not what we were told in the meeting or pay more to have it completed with the fireplace and the laundry room, we told him once again we are not paying a dime more since we talked about all this to be included the basement somehow they managed not to include the fireplace hoping they would be extort more money from my family, he got real upset and stood up and leave without excuse himself. I called his office on December 2 to talk to him his secretary told me he would email him and have call me back he never did, i finally got him his cellphone on December 10 to let him know the first step of the contract is not yet honored since the tray ceiling is not framed even i already paid him for it and told him he could finish the basement it says in the arbitrary contract and i will do the fireplace myself, he said go email me where it says ceiling in the step of the contract which i did the same December 10, i never heard from him or his sunrooms and more. On January 16 i received a call from the city building inspection saying that sunrooms and more is not returning their calls if they don't hear from sunrooms and more in two days the they are going to send a permit cancellation letter out. I called and spoke Lyle some building project manager he told that Jerod and i need to come to an agreement or the city can cancel the permit he also told me that he would talk to Jerod Hagan.

later that day on January 16 i called Jerod's cellphone he did not answer i left him a message regarding the call from city building inspection and what is his intention about finish the basement, and of course he never returns my calls. I am fed up with this company, at this stage it is impossible to get in touch with any body in this company. i do not know what to do, i do not know what they want to do, i need to move on, it has been over seven months it is taking them more time that what it took to have this house built, that is why i am filing this complaint with BBB.

DESIRED RESOLUTION: The settlement that we are looking from that company

- 1) To honor the first part of the contract where it mentions ceiling. for them to finish the tray ceiling. ( it mentions it the contract tray ceiling throughout).
- 2) To start the second part of the contract as soon as possible by doing what it says in the contract. ( in the contract it says "framing other basement area" which is interpreted by framing laundry room and fireplace. we will buy the fireplace.

BUSINESS RESPONSE: Sunrooms and more had a contract for 7500 to frame the basement area and install electrical. This contract was completed. Mr lamartiniere wants us to frame for an additional tray ceiling that was not on the contract however we will agree to do this additional work for this customer in an effort to maintain customer satisfaction. Mr lamartiniere also added a block "security room" when this framing was being installed. I met with this customer 4 weeks ago to get an additional payment for this add-on work and they refused to pay stating "it was part of the contract". This was not part of the contract and we will need to process this payment prior to any other work being performed on this project or future projects. With regard to the second phase of the contract we have not agreed to the additional work for the fireplace and the laundry room area. We will meet with the customer after receiving payment for the block "security room" and hopefully resolve these contract add-ons. Please contact me at 800-361-6065 with any questions. Thanks again

DECISION:

ACTIVITY:

|                   |             |              |   |
|-------------------|-------------|--------------|---|
| <b>01/20/2014</b> | <b>web</b>  | <b>BBB</b>   | Case Received by BBB                                      |
| <b>01/21/2014</b> | <b>nate</b> | <b>BBB</b>   | Case Reviewed by BBB - Member                             |
| <b>01/21/2014</b> | <b>Otto</b> | <b>EMAIL</b> | Send Acknowledgement to Consumer                          |
| <b>01/21/2014</b> | <b>Otto</b> | <b>FAX</b>   | Notify Business of Dispute - Member                       |
| <b>02/03/2014</b> | <b>Otto</b> | <b>BBB</b>   | No response to first notice to member                     |
| <b>02/03/2014</b> | <b>Otto</b> | <b>EMAIL</b> | Consumer - Have You Heard From the Company                |
| <b>02/03/2014</b> | <b>Otto</b> | <b>MAIL</b>  | Reminder of Dispute to Business - Member                  |
| <b>02/11/2014</b> | <b>Otto</b> | <b>BBB</b>   | No Response received from Business on 2nd Notice          |
| <b>02/12/2014</b> |             | <b>BBB</b>   | MORE INFO RECEIVED FROM THE CONSUMER : As of Feb 4, 2014. |

Unfortunately I have not heard from them either and I am not surprised they have not responded to you but I did have the city building inspection department for an inspection that leaves them with few stuff to fix and an extension of their license for next six months.

**02/12/2014** **BBB** MORE INFO RECEIVED FROM THE CONSUMER : On Feb Feb 07, 2014. i received a call from Sunrooms and more wanting to set an appointment for Jared to meet with my wife and I. so far we set to meet on Feb 12, 2014 at 12:00 PM. hoping they come come with something definitive on the table, as it is set in stone for us to finish this project "not a dime more". I will soon let you know what comes out of the meeting if he shows up as he is already late.

|                   |             |            |   |
|-------------------|-------------|------------|---|
| <b>02/13/2014</b> | <b>nate</b> | <b>BBB</b> | Phone Call or Time Extension or Certified                         |
| <b>02/17/2014</b> | <b>Otto</b> | <b>BBB</b> | No Response received from Business on 2nd Notice                  |
| <b>02/18/2014</b> |             | <b>BBB</b> | MORE INFO RECEIVED FROM THE CONSUMER : As expected the meeting on |

February 12 was not too fruitful, Jared promised that he would call me on Friday February 14 to tell me what he is going to do for the second phase of the contract yet today is February 18 I have not him. Even though we told he may not do the fireplace and the laundry room but for him that may not still be that profitable as they expected the project to be. They still want additional over \$3900.00 for laying about 120 40"\*4" in one room which is part of framing as we are willing to trade two items that are in the contract to help him cover his cost that in first place should say what that would cost before he did it which would save this litigation 1) recess can lighting throughout the basement, right we only have it in living area, 2) legacy maple cabinet as they want to do white.

Honestly I do not know to give up for them to start on the second phase.

**02/18/2014** **nate** **BBB** RECEIVE BUSINESS RESPONSE : Sunrooms and more had a contract for 7500 to frame the basement area and install electrical. This contract was completed. [REDACTED] wants us to frame for an additional tray ceiling that was not on the contract however we will agree to do this additional work for this customer in an effort to maintain customer satisfaction. [REDACTED] also added a block "security room" when this framing was being installed. I met with this customer 4 weeks ago to get an additional payment for this add-on work and they refused to pay stating "it was part of the contract". This was not part of the contract and we will need to process this payment prior to any other work being performed on this project or future projects. With regard to the second phase of the contract we have not agreed to the additional work for the fireplace and the laundry room area. We will meet with the customer after receiving payment for the block "security room" and hopefully resolve these contract add-ons. Please contact me at 800-361-6065 with any questions. Thanks again

|                   |             |              |   |
|-------------------|-------------|--------------|---|
| <b>02/18/2014</b> | <b>nate</b> | <b>EMAIL</b> | Forward Business response to Consumer                                 |
| <b>02/19/2014</b> | <b>WEB</b>  | <b>BBB</b>   | CONSUMER'S INITIAL RESPONSE/REBUTTAL : (The consumer indicated he/she |

DID NOT accept the response from the business.)

That is a big fat lie from sunrooms and more the contract never completed. Framing tray ceiling was always in the contract a copy of it sent to BBB. There was no effort made to keep customer satisfaction, my satisfaction is at -oo, Hagan never met with me 4 weeks ago that's another lie, the last time I met with him prior this complaint was around mid November 2014 when he wanted to extort \$3900 for laying 120 small cement block 12"\*4" that they framed two areas of a room. After they ignored BBB response On Feb 07, 2014. i received a call from Sunrooms and more wanting to set an appointment for Hagan to meet with my wife and I. we met on Feb 12, 2014. Before he left, he agreed to finish the first phase of contract which they started on Feb 18, 2014 and he told he would call me of Friday Feb 14, which he never did, to see how he can trade 1) recess can lighting

throughout the basement, right now we only have it in living area, 2) legacy maple cabinet stated in the contract as they want to do white for the cost for 120 small cement block. I called his office on Monday they said they would email him about it. Here is a list of what I gave up so he can he can start the second phase 1) recess can light throughout the basement to just living area, 2) legacy maple cabinet in the kitchen to simple white, 3) laundry room, 4) fireplace in the living area. I do not know what more to give up or to do so Hagan can maximize his profit and finish the job. Right I really want to know: what the cost is to fire him for the second phase? I need to hire somebody else to do the project. To be honest first phase is still not finish until inspected by city official to correct things up to code, no inspection is scheduled yet by them. I need help to move on with this project I feel I am trapped by sunrooms and more. After all that, all I need is a mutual agreement to cancel second phase where Hagan goes his way and I go mine. That is too much.

|                   |             |              |   |
|-------------------|-------------|--------------|---|
| <b>02/20/2014</b> | <b>nate</b> | <b>FAX</b>   | Forward Consumer Rebuttal to Business           |
| <b>03/03/2014</b> | <b>Otto</b> | <b>BBB</b>   | No Response from Business re: Consumer Rebuttal |
| <b>03/05/2014</b> | <b>nate</b> | <b>BBB</b>   | Move Complaint Into Mediation Phase             |
| <b>03/05/2014</b> | <b>nate</b> | <b>MAIL</b>  | Send Offer to Mediate to MIP AB                 |
| <b>03/05/2014</b> | <b>Otto</b> | <b>MAIL</b>  | Send Offer to Mediate to Consumer               |
| <b>03/17/2014</b> | <b>Otto</b> | <b>BBB</b>   | Consumer did not respond to offer to mediate    |
| <b>07/02/2014</b> | <b>nate</b> | <b>BBB</b>   | Bureau Judged Case AJR                          |
| <b>07/02/2014</b> | <b>Otto</b> | <b>EMAIL</b> | Inform Consumer Case Closed Answered            |
| <b>07/02/2014</b> | <b>Otto</b> | <b>FAX</b>   | Inform Business - Case ADMINISTRATIVELY CLOSED  |
| <b>07/02/2014</b> | <b>Otto</b> | <b>BBB</b>   | Case ADMINISTRATIVELY CLOSED                    |

**COMPANY INFO**

NAME: **Sunrooms & More**

**CONSUMER INFO**

NAME: [REDACTED]

DAY PHONE: [REDACTED]

ADDRESS: [REDACTED]

EVE PHONE: -

23513-5431

EMAIL: [REDACTED]

\$ VALUE: \$0.00

FAX: -

**DETAILS**

CONCERNING: **Service Issues**

OPENED 25 September 2014

CLOSE CODE: 400 - Transferred to Other BBB

CLOSED 28 October 2014

CLOSED BY: Kim Sweazy

ENTERED BY:

ASSIGNED TO: Will Yost

NATURE OF DISPUTE: Fail to complete agreement on the time specified by the specialist.

I sign a contract agreement for a pergola. I was told by the design specialist that was going to be completed in 6 weeks from the date of agreement. Has been 8 weeks and still no status in when is going to be completed. I have been calling for 2 weeks and the little few time they have answer by the secretary, and she told me that someone will call me back but they never do. I am still waiting for the manager to call me back. I have not been able to reach them since that conversation. I have left numerous messages but still no answer from their part. I paid a downpayment when the agreement was sign to start.

DESIRED RESOLUTION: I would like total refund without any penalty.

BUSINESS RESPONSE:

DECISION:

ACTIVITY:

|                   |             |              |  |
|-------------------|-------------|--------------|--|
| <b>08/26/2014</b> | <b>web</b>  | <b>BBB</b>   | Case Received by BBB                             |
| <b>08/29/2014</b> | <b>cris</b> | <b>BBB</b>   | Case Reviewed by BBB                             |
| <b>08/29/2014</b> | <b>Otto</b> | <b>MAIL</b>  | Notify Business of Dispute                       |
| <b>09/09/2014</b> | <b>Otto</b> | <b>BBB</b>   | No response to first notice to business          |
| <b>09/09/2014</b> | <b>Otto</b> | <b>EMAIL</b> | Consumer - Have You Heard From the Company       |
| <b>09/09/2014</b> | <b>Otto</b> | <b>MAIL</b>  | Reminder of Dispute to Business                  |
| <b>09/18/2014</b> | <b>cris</b> | <b>BBB</b>   | Receive Business Response                        |
| <b>09/18/2014</b> | <b>cris</b> | <b>EMAIL</b> | Forward Business response to Consumer            |
| <b>09/22/2014</b> | <b>cris</b> | <b>BBB</b>   | Forward to Another BBB - OTTO                    |
| <b>09/22/2014</b> | <b>Otto</b> | <b>EMAIL</b> | Inform Consumer Case Transferred to Another BBB  |
| <b>09/22/2014</b> | <b>Otto</b> | <b>EMAIL</b> | Inform other BBB Case Transferred                |
| <b>09/22/2014</b> | <b>Otto</b> | <b>BBB</b>   | Case Closed as TRANSFERRED to another BBB        |
| <b>09/23/2014</b> | <b>BBB</b>  | <b>BBB</b>   | Case Received by BBB                             |
| <b>09/25/2014</b> | <b>will</b> | <b>BBB</b>   | Case Reviewed by BBB                             |
| <b>09/25/2014</b> | <b>Otto</b> | <b>EMAIL</b> | Send Acknowledgement to Consumer                 |
| <b>09/25/2014</b> | <b>Otto</b> | <b>FAX</b>   | Notify Business of Dispute                       |
| <b>10/07/2014</b> | <b>Otto</b> | <b>BBB</b>   | No response to first notice to business          |
| <b>10/07/2014</b> | <b>Otto</b> | <b>EMAIL</b> | Consumer - Have You Heard From the Company       |
| <b>10/07/2014</b> | <b>Otto</b> | <b>MAIL</b>  | Reminder of Dispute to Business                  |
| <b>10/15/2014</b> | <b>Otto</b> | <b>BBB</b>   | No Response received from Business on 2nd Notice |
| <b>10/28/2014</b> | <b>kim</b>  | <b>BBB</b>   | Forward to Another BBB - OTTO                    |

**COMPANY INFO**

NAME: **Sunrooms & More**

**CONSUMER INFO**

NAME: [REDACTED]

DAY PHONE: [REDACTED]

ADDRESS: [REDACTED]

EVE PHONE: [REDACTED]

\$ VALUE: \$0.00

EMAIL: [REDACTED]

FAX: -

**DETAILS**

CONCERNING: **Contract Issues**

OPENED 06 May 2014

CLOSE CODE: 110 - Resolved

CLOSED 09 June 2014

CLOSED BY: OttOotto

ENTERED BY:

ASSIGNED TO: Nate Gatewood

NATURE OF DISPUTE: Signed contract in February. Reinitiated in March. Still no sunroom. Signed contract for sunroom in February. Reinitiated contract on March 10. Still no sunroom. Paid \$1500.00 down and arranged finance with one company. Owner said he could get us a better rate and he would cancel first finance contract and finance with another company. We now pay 2 finance companies because he did not cancel the first contract (like he said he would) and we still have no sunroom. They keep saying waiting on delivery. Do not understand how a company can treat customers like this and expect to stay in business. We would like our money back and the 2 finance contracts cancelled and we will forget this whole experience. Will never recommend this company to anyone. No wonder they need to go into stores and approach people to get their business done. We want to be rid of this nightmare. Wish we had contacted BBB before ever considering this.

DESIRED RESOLUTION: We would like our \$1500.00 back and cancellation of the 2 finance contracts so we can be rid of this horrible experience. I really don't think they have any intention of building our sunroom, they just want to lie and cheat us.

BUSINESS RESPONSE: We apologize for any delays that have occurred. We sincerely appreciate your business and thanks again

DECISION:

ACTIVITY:

- 04/29/2014 web BBB Case Received by BBB
- 05/06/2014 nate BBB Case Reviewed by BBB - Member
- 05/06/2014 Otto EMAIL Send Acknowledgement to Consumer
- 05/06/2014 Otto FAX Notify Business of Dispute - Member
- 05/19/2014 Otto BBB No response to first notice to member
- 05/19/2014 Otto EMAIL Consumer - Have You Heard From the Company
- 05/19/2014 Otto MAIL Reminder of Dispute to Business - Member
- 05/27/2014 Otto BBB No Response received from Business on 2nd Notice
- 05/28/2014 nate BBB CONSUMER'S INITIAL RESPONSE/REBUTTAL : Sunrooms and more finally responded and started our room on 5/15 and finished on 5/16. Workmanship is satisfactory but we will never use their services again. Thank you for your help.
- 05/28/2014 nate FAX Forward Consumer Rebuttal to Business
- 06/04/2014 WEB BBB RECEIVED BUSINESS' REBUTTAL RESPONSE : We apologize for any delays that have occurred. We sincerely appreciate your business and thanks again
- 06/05/2014 nate EMAIL Send Business' Rebuttal Response to Consumer
- 06/08/2014 WEB BBB DISPUTE RESOLVED- WITH LETTER : (The consumer indicated he/she ACCEPTED the response from the business.)
- 06/09/2014 Otto FAX Inform Business - Case Closed RESOLVED
- 06/09/2014 Otto BBB Case Closed RESOLVED

**COMPANY INFO**

NAME: **Sunrooms & More**

**CONSUMER INFO**

NAME: [REDACTED]  
ADDRESS: [REDACTED]  
[REDACTED]

DAY PHONE: [REDACTED]  
EVE PHONE: [REDACTED]  
EMAIL: [REDACTED]  
FAX: -

\$ VALUE: \$0.00

**DETAILS**

CONCERNING: **Sales Practice Issues**

OPENED 11 February 2014

CLOSE CODE: 150 - Answered

CLOSED 24 March 2014

CLOSED BY: OttOotto

ENTERED BY:

ASSIGNED TO: Nate Gatewood

NATURE OF DISPUTE: This company uses high pressure sales to sell an over priced product. We signed a contract and were told it was ONLY to get financing approved. We stopped at the vendor in the mall and were enticed by the 20% off deal so we had them come out and measure our windows for a quote. The sales man showed up later in the evening and did not call before hand. He went around and measured all the windows. We then all sat down and he started going over prices. My wife and I were both thinking they were pretty high but decided to let him check financing to see what he could do as far as monthly payments and stuff of that nature. He specifically said that we were signing ONLY to get out credit approved and NOTHING more. The sales man was nice and presented the product well. We discussed this purchase over the weekend and decided that we would not be able to afford the additional payment and so when Sunrooms and more called back I told them that we were not interested at this time. The guy on the phone said, okay and that he would let our sales man know. Since that phone conversation I have at LEAST 5 more calls asking to come out and measure our house again and that the paper work had been lost. Every time I had to explain that it was not necessary and that we were no longer interested. Today I had a lady call again to set up a measurement and I explained to her the same thing that I had explained to everyone else in her company. At this point she said that they HAD to send someone out to my house and that it was in the contract that we signed. I explained to her that we were not informed of this and that they are NOT welcome to come to our house. She again said that we were under contract and that a manager would have to come out in order to get out of the contract. I told her I was going to report this to the BBB and that this was BAD business. She then said that she would have a manager call me. I did not realize that a mall vendor would create such a hassle in my life. Lesson learned STAY AWAY FROM SUNROOMS & MORE!!! I hope that this gets out to the public so that the people that like to stay informed are aware of this businesses practices. Not only that but thier product is severely over priced compared to their compeditors.

DESIRED RESOLUTION: Don't ever call my number again and destroy my file that was supposedly "lost". For other consumers be straight forward and let them know that they are signing a contract that requires multiple visits to get out of. The amount of calls with this experience is on the verge of harassment.

BUSINESS RESPONSE: We have removed this customers phone information and have attempted no calls after this complaint was filed therefore taken care of prior to the complaint filing. Thanks again

DECISION:

ACTIVITY:

- 02/11/2014 web BBB Case Received by BBB
- 02/11/2014 nate BBB Case Reviewed by BBB - Member
- 02/11/2014 Otto EMAIL Send Acknowledgement to Consumer
- 02/11/2014 Otto FAX Notify Business of Dispute - Member
- 02/24/2014 Otto BBB No response to first notice to member

**02/25/2014** **Otto** **EMAIL** Consumer - Have You Heard From the Company  
**02/26/2014** **Otto** **MAIL** Reminder of Dispute to Business - Member  
**03/12/2014** **nate** **BBB** Phone Call or Time Extension or Certified  
**03/13/2014** **WEB** **BBB** RECEIVE BUSINESS RESPONSE : We have removed this customers phone information and have attempted no calls after this complaint was filed therefore taken care of prior to the complaint filing. Thanks again  
**03/13/2014** **nate** **EMAIL** Forward Business response to Consumer  
**03/24/2014** **Otto** **BBB** No Consumer Response- Assumed Resolved with Letter  
**03/24/2014** **Otto** **FAX** Inform Business - Case Closed ASSUMED RESOLVED  
**03/24/2014** **Otto** **BBB** Case closed - ASSUMED RESOLVED

**COMPANY INFO**

NAME: **Sunrooms & More**

**CONSUMER INFO**

NAME: [REDACTED]

DAY PHONE: [REDACTED]

ADDRESS: [REDACTED]

EVE PHONE: [REDACTED]

\$ VALUE: \$3,600.00

EMAIL: [REDACTED]

FAX: -

**DETAILS**

CONCERNING: **Contract Issues**

OPENED 02 July 2014

CLOSE CODE: 150 - Answered

CLOSED 14 November 2014

CLOSED BY: Nate Gatewood

ENTERED BY:

ASSIGNED TO: Nate Gatewood

NATURE OF DISPUTE: Cancelled contract in writing within 3 day allotted window by law; return receipt requested; delivered and tracked through the United States Postal Service; signed /received by Joyce Deel, Administrative Assistant; draw taken the day after contract signed and another the second day after contract was signed; deposit cashed the day after contract signed and we have been unable to get the contract cancelled, loan closed out and our deposit refunded after numerous calls and conversations with the owner/Finance Officer of the company, Jared Hagen and Andrew Riddle, Vice President.

Product\_Or\_Service: N/A

Account\_Number: 5492 6932 1210 7672

DESIRED RESOLUTION: DesiredSettlementID: Other (requires explanation)

We wish to have the contract cancelled/loan paid off and our deposit refunded. We cannot understand how they have a BBB designation on Brochures with this type of customer service.

BUSINESS RESPONSE:

DECISION:

ACTIVITY:

- 06/28/2014**    **web**    **BBB**    Case Received by BBB
- 07/02/2014**    **nate**    **BBB**    Case Reviewed by BBB - Member
- 07/02/2014**    **Otto**    **EMAIL**    Send Acknowledgement to Consumer
- 07/02/2014**    **Otto**    **FAX**    Notify Business of Dispute - Member
- 07/14/2014**    **Otto**    **BBB**    No response to first notice to member
- 07/14/2014**    **Otto**    **EMAIL**    Consumer - Have You Heard From the Company
- 07/14/2014**    **Otto**    **MAIL**    Reminder of Dispute to Business - Member
- 07/22/2014**    **Otto**    **BBB**    No Response received from Business on 2nd Notice
- 07/23/2014**    **nate**    **BBB**    CONSUMER'S INITIAL RESPONSE/REBUTTAL : After numerous calls and e-mails our deposit was finally received on 7/9/14 and the check has cleared from Sunrooms & More. The line of credit with GreenSky that should never have been drawn on shows a zero balance however the line of credit is still at \$7,300. GreenSky continues to state that it takes the following month for their system to cycle and the line of credit to close. With the line of credit still showing a loan amount I feel very unsafe since the owner of Sun Rooms & More placed draws when they should never have occurred and could possibly in the future. I have spent weeks and hours calling, e-mailing and faxing correspondence to try to get all resolved when in all actuality with a 3 day right of cancellation money should never have been requested or disbursed. People rely on the BBB designation as a reputable source of security in whom people do business with and we hope that you will check further into this complaint. A company that pay's for your BBB designation should at least stand up to your high standards and have the courtesy to respond to your request. This just adds to the frustrations that we have experienced with them.
- 07/23/2014**    **nate**    **FAX**    Forward Consumer Rebuttal to Business
- 08/01/2014**    **Otto**    **BBB**    No Response from Business re: Consumer Rebuttal
- 08/13/2014**    **nate**    **BBB**    Move Complaint Into Mediation Phase

|                   |             |              |  |
|-------------------|-------------|--------------|--|
| <b>08/13/2014</b> | <b>nate</b> | <b>MAIL</b>  | Send Offer to Mediate to MIP AB                |
| <b>08/13/2014</b> | <b>Otto</b> | <b>MAIL</b>  | Send Offer to Mediate to Consumer              |
| <b>08/25/2014</b> | <b>Otto</b> | <b>BBB</b>   | Consumer did not respond to offer to mediate   |
| <b>11/14/2014</b> | <b>nate</b> | <b>BBB</b>   | Bureau Judged Case AJR                         |
| <b>11/14/2014</b> | <b>Otto</b> | <b>EMAIL</b> | Inform Consumer Case Closed Answered           |
| <b>11/14/2014</b> | <b>Otto</b> | <b>FAX</b>   | Inform Business - Case ADMINISTRATIVELY CLOSED |
| <b>11/14/2014</b> | <b>Otto</b> | <b>BBB</b>   | Case ADMINISTRATIVELY CLOSED                   |

**COMPANY INFO**

NAME: **Sunrooms & More**

**CONSUMER INFO**

NAME: [REDACTED]

DAY PHONE: -

ADDRESS: [REDACTED]

EVE PHONE: -

[REDACTED]

EMAIL: [REDACTED]

\$ VALUE: \$0.00

FAX: -

**DETAILS**

CONCERNING: **Billing or Collection Issues**

OPENED 28 May 2014

CLOSE CODE: 500 - Beyond BBB Purview

CLOSED 18 June 2014

CLOSED BY: Nate Gatewood

ENTERED BY:

ASSIGNED TO: Nate Gatewood

NATURE OF DISPUTE: failure to pay our company for work done

We are a cleaning company in Louisville and we cleaned a home that Sunrooms and More did work on. Jerod, the owner, agreed that his company would pay up to \$400 for the cleaning. We have contacted them several times and sent numerous invoices. We get a different excuse on why they haven't paid each time. Such as Jerod is out of town, they haven't received and invoice( which another worker already said that they had)... The book keeper Lori said that the check was on her desk and was just waiting to be signed and put in the mail, then called back a few minutes later and said that the check was mailed out the week before. How you go from looking at a check to it being mailed out a week before I dont know.

DESIRED RESOLUTION: Pay the \$395 for work performed at one of their customer's homes.

BUSINESS RESPONSE:

DECISION:

ACTIVITY:

- 05/27/2014 web BBB Case Received by BBB
- 05/28/2014 nate BBB Case Reviewed by BBB - Member
- 05/28/2014 Otto EMAIL Send Acknowledgement to Consumer
- 05/28/2014 Otto FAX Notify Business of Dispute - Member
- 06/09/2014 Otto BBB No response to first notice to member
- 06/09/2014 Otto EMAIL Consumer - Have You Heard From the Company
- 06/09/2014 Otto MAIL Reminder of Dispute to Business - Member
- 06/17/2014 Otto BBB No Response received from Business on 2nd Notice
- 06/18/2014 nate BBB Case judged to be Out of BBB Purview- Generic
- 06/18/2014 nate EMAIL Inform Consumer - Case Closed Out of Purview
- 06/18/2014 Otto BBB Case Closed - OUT OF PURVIEW

**COMPANY INFO**

NAME: **Sunrooms & More**

**CONSUMER INFO**

NAME: [REDACTED]

DAY PHONE: [REDACTED]

ADDRESS: [REDACTED]

EVE PHONE: -

\$ VALUE: \$0.00

EMAIL: [REDACTED]

FAX: -

**DETAILS**

CONCERNING: **Delivery Issues**

OPENED 24 June 2014

CLOSE CODE: 999 - Admin Judged Invalid

CLOSED 24 September 2014

CLOSED BY: Nate Gatewood

ENTERED BY:

ASSIGNED TO: Nate Gatewood

NATURE OF DISPUTE: I have a complaint about delivery and installation. we received our first bill March 27th and still have no product.

My husband has a complaint in for sales however, I have a complaint about delivery and installation. On 6/11/2014 we received an email stating Mr. riddle was going to meet with construction in the morning and they had just pulled the rest of the material off the truck, he would email us directly after with an installation date. We received no emails, but a call on 6/11/14 I received a call from a woman saying the installation would be done on Thursday 6/19/14. This day came and went and nobody showed up. We called the company and they said the worker was sick he would be there Friday 6/20/2014. The 20th came and we received a call at work that the installation worker had cut his hand and he would be back on the 21st. I told the guy we had to take our daughter to the airport and asked if we had to be there he said no. We got another call on the 20th saying he could not work on our construction due to our dogs barking at him (11 year old basset hound and 1 year old boxer). We arrived home at approx. 1100 from the airport and he was there, we put the dogs away and he began work the whole time complaining about his hand he had hurt the day before. 2 hours after the start of installation the construction worker said he could not finish because he was missing pieces and the side screens had not come in at all. Now we are waiting on the installation worker to come back tomorrow and hopefully finish putting the roof on and he has no idea when the screens will be in for the sides. This project is never going to end and nobody seems to know where all the parts are. Mr. Riddle stated he had inventoried the parts and set up installation, so why are we missing major parts? We just want to be done with this company and warn others the troubles they will have if they use them.

DESIRED RESOLUTION: we just want the project completed correctly with all the parts and not dragged out any longer.

BUSINESS RESPONSE: It is my understanding that the insulated roof system is complete. We had to order a couple additional components for the screen wall system and should be able to complete within the week. Please call tommy at 269-0945 to schedule the best installation time. Thanks again

DECISION:

ACTIVITY:

- 06/21/2014 web. BBB Case Received by BBB
- 06/24/2014 nate BBB Case Reviewed by BBB - Member
- 06/24/2014 Otto EMAIL Send Acknowledgement to Consumer
- 07/02/2014 Otto EMAIL Notify Business of Dispute - Member
- 07/07/2014 WEB BBB RECEIVE BUSINESS RESPONSE : It is my understanding that the insulated roof system is complete. We had to order a couple additional components for the screen wall system and should be able to complete within the week. Please call tommy at 269-0945 to schedule the best installation time. Thanks again
- 07/08/2014 nate EMAIL Forward Business response to Consumer
- 07/17/2014 Otto BBB No Consumer Response- Assumed Resolved with Letter
- 07/17/2014 Otto FAX Inform Business - Case Closed ASSUMED RESOLVED

|                   |             |            |                                  |
|-------------------|-------------|------------|----------------------------------|
| <b>07/17/2014</b> | <b>Otto</b> | <b>BBB</b> | Case closed - ASSUMED RESOLVED   |
| <b>09/24/2014</b> | <b>nate</b> | <b>BBB</b> | ReOpen the Complaint             |
| <b>09/24/2014</b> | <b>nate</b> | <b>BBB</b> | Case Closed as UNABLE TO PROCESS |

**COMPANY INFO**

NAME: **Sunrooms & More**

**CONSUMER INFO**

NAME: [REDACTED]  
ADDRESS: [REDACTED]  
\$ VALUE: \$0.00

DAY PHONE: [REDACTED]  
EVE PHONE: -  
EMAIL: [REDACTED]  
FAX: -

**DETAILS**

CONCERNING: **Delivery Issues**  
OPENED 22 July 2014  
CLOSED 18 September 2014  
ENTERED BY:  
ASSIGNED TO: Nate Gatewood

CLOSE CODE: 150 - Answered  
CLOSED BY: OttOotto

NATURE OF DISPUTE: Sunroom screen has not been installed since December of 2013. Promised to deliver screen on several different occasions, still no screen 7 months later .

DESIRED RESOLUTION: Deliver my screen .

BUSINESS RESPONSE: The service for the screen has been delivered. I believe these may have crossed in the mail. Please let me know if there is anything else we can do

Thanks again

DECISION:

ACTIVITY:

- 07/20/2014 web BBB Case Received by BBB
- 07/22/2014 nate BBB Case Reviewed by BBB - Member
- 07/22/2014 Otto MAIL Send Acknowledgement to Consumer
- 07/22/2014 Otto FAX Notify Business of Dispute - Member
- 08/04/2014 Otto BBB No response to first notice to member
- 08/04/2014 Otto MAIL Consumer - Have You Heard From the Company
- 08/04/2014 Otto MAIL Reminder of Dispute to Business - Member
- 08/12/2014 Otto BBB No Response received from Business on 2nd Notice
- 08/14/2014 nate BBB Phone Call or Time Extension or Certified
- 08/18/2014 Otto BBB No Response received from Business on 2nd Notice
- 09/09/2014 nate BBB RECEIVE BUSINESS RESPONSE : The service for the screen has been delivered. I believe these may have crossed in the mail. Please let me know if there is anything else we can do
- Thanks again
- 09/09/2014 nate MAIL Forward Business response to Consumer
- 09/18/2014 Otto BBB No Consumer Response- Assumed Resolved with Letter
- 09/18/2014 Otto FAX Inform Business - Case Closed ASSUMED RESOLVED
- 09/18/2014 Otto BBB Case closed - ASSUMED RESOLVED

**COMPANY INFO**

NAME: **Sunrooms & More**

**CONSUMER INFO**

NAME: [REDACTED]

DAY PHONE: [REDACTED]

ADDRESS: [REDACTED]

EVE PHONE: [REDACTED]

\$ VALUE: \$0.00

EMAIL: [REDACTED]

FAX: -

**DETAILS**

CONCERNING: **Repair Issues**

OPENED 12 June 2014

CLOSE CODE: 110 - Resolved

CLOSED 04 July 2014

CLOSED BY: OttOotto

ENTERED BY:

ASSIGNED TO: Nate Gatewood

NATURE OF DISPUTE: Failure to return calls about warranty repairs.

In January 30 2014, I had Sunrooms and More do some remodel work in a sunroom at my house. They were to remove existing wall and windows. Then reframe,insulate,drywall,vinyl siding and a french door. Also fix the water leak in corner of room. They started work in late February 2014-early march 2014. They completed the work in April 2014. A couple weeks later we had a bad storm. The corner I wanted fixed started to leak. I called Sunrooms and More the following day. They said they would tell the repair manager. I waited a couple more weeks and called them back, again I was told they would pass it to their repair manager. A couple weeks later I called again, this time I was told he was backed up with all repair orders. Finally May 13, 2014 the repair guy (Terry) called to see if he could come out and look at the problem. Terry came out that after noon, looked at the damage inside the room, went outside looked around. He took some picture of the soffit and gutters around the leaking corner. He showed me the pictures. I told him that was supposed to be fixed when they worked on the walls. He said, he had to talked to the product manager(Lyle Brasher) and look at the contract. He said if I didn't hear from him by that Friday. Call on Monday. So I called the following Wednesday May 21 2014. The woman I talked to said that repair manager(Terry) didn't come to the office and that they passed him the messages. She took my information told me he would be in touch. A week later I had no response from him. So I called May 27 2014, again I spoke to the same woman again she said she would have him call me. A week later I had no response from him. So I called June 2 2014, again talked to the same woman again she said the same thing I'll have him call you. A week later and I still haven't heard anything from him or Sunrooms and More. This whole job was financed through GE Capital Retail Bank, which Sunrooms and More set up. I do have pictures and video of the leak. I have given you all of the information I have. I do not have an account number, or order number and am unable to remember the Sales person's name (can't read it on the contract).

DESIRED RESOLUTION: I would like to have water leak fixed. And have all damage cause to the drywall, insulation and paint removed and replaced.

BUSINESS RESPONSE: On 5/12 Terry , our service technician met with [REDACTED] to determine the service needed. He inspected all areas of the project, including getting on the roof and visually inspecting the shingles. He checked the outermost corner on the exterior at the point where the leak had occurred. Terry took several pictures of an area where the gutter intersects with a miter, and showed those pictures to [REDACTED]. Those pictures reflected what we believe would have been a pre-existing condition. However, understanding that this may not be our fault we want to schedule a service appointment to fix this area of concern for the customer. Please indicate the best times available that we can schedule this work. Please call joyce or terry at 800-361-6065. Thanks again

DECISION:

ACTIVITY:

06/10/2014 web BBB Case Received by BBB  
06/12/2014 nate BBB Case Reviewed by BBB - Member

**06/12/2014** **Otto** **EMAIL** Send Acknowledgement to Consumer  
**06/12/2014** **Otto** **FAX** Notify Business of Dispute - Member  
**06/24/2014** **Otto** **BBB** No response to first notice to member  
**06/24/2014** **Otto** **EMAIL** Consumer - Have You Heard From the Company  
**06/24/2014** **Otto** **MAIL** Reminder of Dispute to Business - Member  
**07/01/2014** **WEB** **BBB** RECEIVE BUSINESS RESPONSE : On 5/12 Terry , our service technician met

with [REDACTED] to determine the service needed. He inspected all areas of the project, including getting on the roof and visually inspecting the shingles. He checked the outermost corner on the exterior at the point where the leak had occurred. Terry took several pictures of an area where the gutter intersects with a miter, and showed those pictures to [REDACTED]. Those pictures reflected what we believe would have been a pre-existing condition. However, understanding that this may not be our fault we want to schedule a service appointment to fix this area of concern for the customer. Please indicate the best times available that we can schedule this work. Please call joyce or terry at 800-361-6065. Thanks again

**07/02/2014** **nate** **EMAIL** Forward Business response to Consumer  
**07/03/2014** **WEB** **BBB** DISPUTE RESOLVED- WITH LETTER : (The consumer indicated he/she ACCEPTED the response from the business.)

We will accept this response as long as there is no cost to us, as we had asked before the project even began that they fix the leak.

**07/04/2014** **Otto** **FAX** Inform Business - Case Closed RESOLVED  
**07/04/2014** **Otto** **BBB** Case Closed RESOLVED

**COMPANY INFO**

NAME: **Sunrooms & More**

**CONSUMER INFO**

NAME: [REDACTED]

DAY PHONE: [REDACTED]

ADDRESS: [REDACTED]

EVE PHONE: -

\$ VALUE: \$0.00

EMAIL: [REDACTED]

FAX: -

**DETAILS**

CONCERNING: **Refund or Exchange Issues**

OPENED 01 April 2014

CLOSE CODE: 150 - Answered

CLOSED 16 June 2014

CLOSED BY: OttOotto

ENTERED BY:

ASSIGNED TO: Nate Gatewood

NATURE OF DISPUTE: Will not give me my refund even though I followed all their policies for a refund. Say they will send refund but have not. Amount of refund is \$2167.

Came to my house on 2-15-14. I told the salesman I am on limited income. He pressured me into signing a contract and told me if something happened that I could not come up with the money that I could get a refund if I paid the down payment. I read the contract and it said I could cancel within 3 days and get a refund. On 2-16-14 I asked them to cancel via hand delivered letter and phone call. During this phone conversation, the lady told me that I could not speak to a manager and that they had to come to my house and bring papers for me to sign. I told her I would come to the office at the business location and sign. She said they could not do that and they would come to my house. I called them the next day and informed them that I did not want them coming to my house and I had talked to an attorney about the situation and he looked at the contract. I also mailed them a cancellation requests on 2-16-14 which they said they received. I have called 2x and they called me about 2 weeks go and said I would have a check in 7 days. I have not received the check. I called on 3-24-14 and they said they would check on it and call me back in the afternoon. They did not call and I have not heard from them. I believe Sunrooms and More do not plan to give me a refund.

DESIRED RESOLUTION: I want a refund of the entire down payment which is \$2167.00. I am on a fixed income and need the money to pay my income taxes. I need it now and they owe it to me.

BUSINESS RESPONSE: We are very sorry for the time delays within the mailing process. I'm not sure if the check was misplaced in the mail or what the extent of the delay was but it is resolved

Thanks again and we apologize for the confusion this caused

DECISION:

ACTIVITY:

- 03/25/2014 web BBB Case Received by BBB
- 04/01/2014 nate BBB Case Reviewed by BBB - Member
- 04/01/2014 Otto EMAIL Send Acknowledgement to Consumer
- 04/01/2014 Otto FAX Notify Business of Dispute - Member
- 04/14/2014 Otto BBB No response to first notice to member
- 04/14/2014 Otto EMAIL Consumer - Have You Heard From the Company
- 04/14/2014 Otto MAIL Reminder of Dispute to Business - Member
- 04/22/2014 Otto BBB No Response received from Business on 2nd Notice
- 04/24/2014 nate BBB Phone Call or Time Extension or Certified
- 04/28/2014 Otto BBB No Response received from Business on 2nd Notice
- 05/07/2014 nate BBB RECEIVE BUSINESS RESPONSE : This refund check was printed on 3/8/14 and mailed to the customer. I am not sure why it wasnt received or cashed before 3/25. A copy of the check was also emailed to the bbb for review. Thanks again
- 05/07/2014 nate EMAIL Forward Business response to Consumer
- 05/16/2014 Otto BBB No Consumer Response- Assumed Resolved with Letter

**05/16/2014**    **Otto**   **FAX**    Inform Business - Case Closed ASSUMED RESOLVED  
**05/16/2014**    **Otto**   **BBB**    Case closed - ASSUMED RESOLVED  
**05/22/2014**    **nate**   **BBB**    ReOpen the Complaint  
**05/22/2014**    **nate**   **BBB**    CONSUMER'S INITIAL RESPONSE/REBUTTAL : Attached is the letter I wrote to Sunrooms and More requesting a refund. That was February 18, 2014. I called them a few times after that, like the complaint said, don't know the exact dates. The last time I talked to them was the date they said they had meant to send the check but they were busy or someone wasn't working that was in charge of that. I told them I had filed a complaint, which I did, earlier that morning. The date I filed would have been either the 24th, 25th, or 26th of March. They sent the check within the next day or so after that conversation. It was deposited into my account on 3-27-2014, the day I received it.  
**05/28/2014**    **nate**   **FAX**    Forward Consumer Rebuttal to Business  
**06/04/2014**    **WEB**   **BBB**    RECEIVED BUSINESS' REBUTTAL RESPONSE : We are very sorry for the time delays within the mailing process. I'm not sure if the check was misplaced in the mail or what the extent of the delay was but it is resolved  
                     Thanks again and we apologize for the confusion this caused  
**06/05/2014**    **nate**   **EMAIL**   Send Business' Rebuttal Response to Consumer  
**06/16/2014**    **Otto**   **BBB**    No Consumer Response- Assumed Resolved with Letter  
**06/16/2014**    **Otto**   **FAX**    Inform Business - Case Closed ASSUMED RESOLVED  
**06/16/2014**    **Otto**   **BBB**    Case closed - ASSUMED RESOLVED

COMPLAINT # 90071817

**COMPANY INFO**

NAME: **Sunrooms & More**

**CONSUMER INFO**

NAME: [REDACTED]

DAY PHONE: [REDACTED]

ADDRESS: [REDACTED]

EVE PHONE: -

[REDACTED]

EMAIL: [REDACTED]

\$ VALUE: \$0.00

FAX: -

**DETAILS**

CONCERNING: **Repair Issues**

OPENED 06 May 2014

CLOSE CODE: 150 - Answered

CLOSED 29 January 2015

CLOSED BY: Nate Gatewood

ENTERED BY: Will Yost

ASSIGNED TO: Nate Gatewood

NATURE OF DISPUTE: I am writing this letter to issue a complaint of horrible Customer Service practices and the sell and installation of a faulty product for Sunrooms and More, Inc. in Lexington, KY. In July 2013 I purchased and entire house of replacement windows (10) and one patio replacement door. The window product and installation is all in working condition and seems to date a good product. However, the replacement patio door was initially installed upside-down with the door swing opening over a furnace vent. I did call to request that the door be replaced as vent was being crushed each time someone entered the high traffic door. It took weeks but they did send someone out to repair/replace the door where upon the decision was made to rotate the door into the correct position. This was done however; as you can see from the attached pictures the door was not properly weather-stripped so I called again. Again, it took about a month but they did return to replace the weather stripping. Yet, once again the product was faulty or not properly installed so we were getting a ton of air and light penetration. So, I called once again for them to send another person out to replace the faulty weather stripping which did resolve the light penetration but not the air penetration. As you can see from the last few pictures the air penetration in conjunction with the terrible winter weather we had ice accumulation on the door and puddling on the floor. I called again in end of February first of March to speak with the manager Lyle who stated the he would just order a new door and that it would take a few weeks. After several weeks passed and no contact from Lyle or the company I phoned again to not have my call returned so then I emailed with no response then I emailed Lyle with no response so I called again on Monday, April 14th and spoke with a guy who said he would make sure the Lyle returns my all or that someone would return my call. I emailed again on Friday, April 11th and still no reply. To date I have not had a response to resolving the installation of another new patio door. According to the receipt the door was over a \$2000 purchase (see attached) therefore should function properly.

DESIRED RESOLUTION: At this point, it is not only a financial issue but a safety issue as the weather stripping is peeling off again and the door handle is not functioning properly. Now the laminate wood floor starting to buckle and will need repaired.

BUSINESS RESPONSE:

DECISION:

ACTIVITY:

- 05/01/2014 will BBB Case Received by BBB
- 05/06/2014 nate BBB Case Reviewed by BBB - Member
- 05/06/2014 Otto EMAIL Send Acknowledgement to Consumer
- 05/06/2014 Otto FAX Notify Business of Dispute - Member
- 05/19/2014 Otto BBB No response to first notice to member
- 05/19/2014 Otto EMAIL Consumer - Have You Heard From the Company
- 05/19/2014 Otto MAIL Reminder of Dispute to Business - Member
- 05/27/2014 Otto BBB No Response received from Business on 2nd Notice
- 06/04/2014 nate BBB Phone Call or Time Extension or Certified

**06/04/2014** **WEB BBB** RECEIVE BUSINESS RESPONSE : We have entered this service request and will forward to terry, our service manager to take care of any concerns. Please call the office at 269-0945 and ask for Joyce to find the best time to schedule

Thanks again

**06/05/2014** **nate EMAIL** Forward Business response to Consumer

**06/13/2014** **WEB BBB** DISPUTE RESOLVED- WITH LETTER : (The consumer indicated he/she ACCEPTED the response from the business.)

Still waiting on a response to the repairs I have requested by Sunrooms and More. While waiting on the repairs additional damage has occurred due to poor installation.

**06/16/2014** **Otto FAX** Inform Business - Case Closed RESOLVED

**06/16/2014** **Otto BBB** Case Closed RESOLVED

**06/17/2014** **nate BBB** ReOpen the Complaint

**06/17/2014** **nate BBB** CONSUMER'S INITIAL RESPONSE/REBUTTAL : Still haven't had a response from Sunrooms and More. More damage had occurred since the filing of the complaint therefore more repairs will need to be made. Please contact me ASAP as it's been a YEAR since the original complaints!!!!!!

**06/17/2014** **nate FAX** Forward Consumer Rebuttal to Business

**06/26/2014** **Otto BBB** No Response from Business re: Consumer Rebuttal

**07/02/2014** **nate BBB** Move Complaint Into Mediation Phase

**07/02/2014** **nate MAIL** Send Offer to Mediate to MIP AB

**07/02/2014** **Otto MAIL** Send Offer to Mediate to Consumer

**09/10/2014** **nate BBB** Consumer did not respond to offer to mediate

**09/10/2014** **nate BBB** Bureau Judged Case AJR

**09/10/2014** **Otto EMAIL** Inform Consumer Case Closed Answered

**09/10/2014** **Otto FAX** Inform Business - Case ADMINISTRATIVELY CLOSED

**09/10/2014** **Otto BBB** Case ADMINISTRATIVELY CLOSED

**10/17/2014** **nate BBB** ReOpen the Complaint

**10/17/2014** **nate BBB** CONSUMER'S SUBSEQUENT RESPONSE/REBUTTAL : The customer indicated that she received a promise from the company to send someone out to fix the issue. She stated that no one has come out to address the issue. The customer asserts the issue is getting worse the colder it gets outside. The customer requests that the company address the issue immediately.

**10/17/2014** **nate FAX** Forward Consumer Rebuttal to Business

**10/28/2014** **Otto BBB** No Response from Business re: Consumer Rebuttal

**11/13/2014** **nate BBB** Move Complaint Into Mediation Phase

**11/25/2014** **Otto BBB** Consumer did not respond to offer to mediate

**01/29/2015** **nate BBB** Bureau Judged Case AJR

**01/29/2015** **Otto EMAIL** Inform Consumer Case Closed Answered

**01/29/2015** **Otto EMAIL** Inform Business - Case ADMINISTRATIVELY CLOSED

**01/29/2015** **Otto BBB** Case ADMINISTRATIVELY CLOSED

COMPLAINT # 90072842

**COMPANY INFO**

NAME: **Sunrooms & More**

**CONSUMER INFO**

NAME: [REDACTED] DAY PHONE: -  
ADDRESS: [REDACTED] EVE PHONE: [REDACTED]  
[REDACTED] EMAIL: [REDACTED]  
\$ VALUE: \$470.00 FAX: -

**DETAILS**

CONCERNING: **Delivery Issues**  
OPENED 20 August 2014 CLOSE CODE: 150 - Answered  
CLOSED 17 October 2014 CLOSED BY: OttOotto  
ENTERED BY:  
ASSIGNED TO: Nate Gatewood

NATURE OF DISPUTE: ordered doors on march 31 2014..gave them a check for 470.00 dollars that's was cashed the first week of april. wrong door was ordered then I was told that door company went out of business.. I contacted the store manager again and they couldn't find my order then it was found and reordered. I have been given many excuses as to why I haven't gotten my delivery. I talked to the manager again and I was told it was ordered on july 10 2014..it is now august 18th and still nothing. the only time I hear from them is when I go to sunrooms and more. I just want my 470.00 dollars back and I can go somewhere else..

Product\_Or\_Service: ky whole sale rear door.storm w/retractable screen

Account\_Number: cathy van der molen

DESIRED RESOLUTION: DesiredSettlementID: Refund  
\$470.00 dollars

BUSINESS RESPONSE: We apologize for the delay in manufacturing this door. We have contacted the factory and they assured us they would ship on 9/17/14. As soon as we receive the material we will schedule the installation date. Please call joyce or lyle at 269-0945 with any other installation dates or questions.

Thanks again

DECISION:

ACTIVITY:

08/18/2014 web BBB Case Received by BBB  
08/20/2014 nate BBB Case Reviewed by BBB - Member  
08/20/2014 Otto EMAIL Send Acknowledgement to Consumer  
08/20/2014 Otto FAX Notify Business of Dispute - Member  
09/02/2014 Otto BBB No response to first notice to member  
09/02/2014 Otto EMAIL Consumer - Have You Heard From the Company  
09/02/2014 Otto MAIL Reminder of Dispute to Business - Member  
09/10/2014 Otto BBB No Response received from Business on 2nd Notice  
09/13/2014 BBB MORE INFO RECEIVED FROM THE CONSUMER : as of September 13 2014 I have had no response from sun rooms and more  
09/16/2014 nate BBB RECEIVE BUSINESS RESPONSE : We apologize for the delay in manufacturing this door. We have contacted the factory and they assured us they would ship on 9/17/14. As soon as we receive the material we will schedule the installation date. Please call joyce or lyle at 269-0945 with any other installation dates or questions.

Thanks again

10/08/2014 nate EMAIL Forward Business response to Consumer  
10/17/2014 Otto BBB No Consumer Response- Assumed Resolved with Letter  
10/17/2014 Otto FAX Inform Business - Case Closed ASSUMED RESOLVED  
10/17/2014 Otto BBB Case closed - ASSUMED RESOLVED

**COMPANY INFO**

NAME: **Sunrooms & More**

**CONSUMER INFO**

NAME: [REDACTED]

DAY PHONE: [REDACTED]

ADDRESS: [REDACTED]

EVE PHONE: [REDACTED]

[REDACTED]

EMAIL: [REDACTED]

\$ VALUE: \$0.00

FAX: -

**DETAILS**

CONCERNING: **Delivery Issues**

OPENED 25 September 2014

CLOSE CODE: 400 - Transferred to Other BBB

CLOSED 28 October 2014

CLOSED BY: Kim Sweazy

ENTERED BY:

ASSIGNED TO: Will Yost

NATURE OF DISPUTE: They can not give details of order and when windows will be delivered. Customer is terrible. They promise to call back, however they do not. We ordered windows for our home. On several occasions they promised our windows. Then at the last minute, the project manager calls and says its going to be next week. The next week comes and same story. They report they do not know what the problem is. That's the company telling me that! They do not know what the issue is. I would not recommend this company. I contacted the sales rep and he no longer works for this company because they are liars per sales person text. The sales person is in process of getting a lawyer.

DESIRED RESOLUTION: They have withdrawn money from the financed account from Greensky. Greensky was under impression that work was completed. No work has been completed and we do not know if it ever will. We want our money back

BUSINESS RESPONSE:

DECISION:

ACTIVITY:

- 08/11/2014 web BBB Case Received by BBB
- 08/14/2014 cris BBB Case Reviewed by BBB
- 08/14/2014 Otto MAIL Notify Business of Dispute
- 08/25/2014 Otto BBB No response to first notice to business
- 08/25/2014 Otto EMAIL Consumer - Have You Heard From the Company
- 08/25/2014 Otto MAIL Reminder of Dispute to Business
- 08/26/2014 BBB MORE INFO RECEIVED FROM THE CONSUMER : Hello,  
We have not heard anything from this company. We have money tied up and we want it back  
Have you heard from the company? \_\_Yes \_x\_No  
Are you satisfied with the company's efforts to resolve this matter? Yes x No  
Please assist us with any way you can.  
Thank you  
Mr & Mrs Edward Wright
- 09/05/2014 Otto BBB No Response received from Business on 2nd Notice
- 09/22/2014 cris BBB Forward to Another BBB - OTTO
- 09/22/2014 Otto EMAIL Inform Consumer Case Transferred to Another BBB
- 09/22/2014 Otto EMAIL Inform other BBB Case Transferred
- 09/22/2014 Otto BBB Case Closed as TRANSFERRED to another BBB
- 09/23/2014 BBB BBB Case Received by BBB
- 09/25/2014 will BBB Case Reviewed by BBB
- 09/25/2014 Otto EMAIL Send Acknowledgement to Consumer
- 09/25/2014 Otto FAX Notify Business of Dispute
- 10/07/2014 Otto BBB No response to first notice to business
- 10/07/2014 Otto EMAIL Consumer - Have You Heard From the Company
- 10/07/2014 Otto MAIL Reminder of Dispute to Business
- 10/15/2014 Otto BBB No Response received from Business on 2nd Notice



**COMPANY INFO**

NAME: **Sunrooms & More**

**CONSUMER INFO**

NAME: [REDACTED]  
ADDRESS: [REDACTED]  
[REDACTED]

DAY PHONE: -  
EVE PHONE: -

\$ VALUE: \$0.00

EMAIL: -  
FAX: -

**DETAILS**

CONCERNING: **Service Issues**

OPENED 22 October 2014

CLOSE CODE: 150 - Answered

CLOSED 28 January 2015

CLOSED BY: Will Yost

ENTERED BY: Will Yost

ASSIGNED TO: Will Yost

NATURE OF DISPUTE: The customer hired the company to remodel her basement and kitchen. The contract was signed and a \$2000 check was given to the company to start the job. The company was supposed to start the job in July, but they never did. Later the company said they needed more money to move the bathroom, so the customer agreed that bathroom will not be moved. The job is still not completed, and her basement is messy and dirty.

DESIRED RESOLUTION: The customer is requesting the job to be completed so her family can live in the house comfortably.

BUSINESS RESPONSE: The company has agreed to the arbitration, but is still trying to resolve the consumer issue before the arbitration is necessary. Please see attached.

Email from the business:

Will,

I have met this customer last week and we are working to resolve this complaint. I am faxing my acceptance however I ask that you will hold this for a couple weeks so I can work this out with the customer

Thanks again

DECISION:

ACTIVITY:

- 10/22/2014 will BBB Case Received by BBB
- 10/22/2014 will BBB Case Reviewed by BBB
- 10/22/2014 Otto MAIL Send Acknowledgement to Consumer
- 10/22/2014 Otto FAX Notify Business of Dispute
- 11/04/2014 Otto BBB No response to first notice to business
- 11/04/2014 Otto MAIL Consumer - Have You Heard From the Company
- 11/04/2014 Otto MAIL Reminder of Dispute to Business
- 11/12/2014 Otto BBB No Response received from Business on 2nd Notice
- 11/12/2014 will BBB PHONE CALL OR TIME EXTENSION OR CERTIFIED : Resending the business link.
- 11/17/2014 Otto BBB No Response received from Business on 2nd Notice
- 11/18/2014 will BBB PHONE CALL OR TIME EXTENSION OR CERTIFIED : Last attempt to send the business link for review.
- 11/24/2014 Otto BBB No Response received from Business on 2nd Notice
- 12/01/2014 will BBB RECEIVE BUSINESS RESPONSE : We have completed the bathroom renovation for this customer. If you have any questions please call us at 269-0945 and ask for joyce. Thanks again
- 12/01/2014 will MAIL Forward Business response to Consumer

**12/10/2014**    **Otto**   **BBB**    No Consumer Response- Assumed Resolved with Letter  
**12/10/2014**    **Otto**   **FAX**    Inform Business - Case Closed ASSUMED RESOLVED  
**12/10/2014**    **Otto**   **BBB**    Case closed - ASSUMED RESOLVED  
**12/15/2014**    **will**   **BBB**    ReOpen the Complaint  
**12/15/2014**    **will**   **BBB**    CONSUMER'S INITIAL RESPONSE/REBUTTAL : Received your letter yesterday,can not be response before DEC9 2014.I had took some picture of the work.may I still sent in my complain today! Thanks!

**\*\*BBB note\*\***

The customer has attached some photos to the rebuttal.

**12/15/2014**    **will**   **FAX**    Forward Consumer Rebuttal to Business  
**12/24/2014**    **Otto**   **BBB**    No Response from Business re: Consumer Rebuttal  
**01/07/2015**    **will**   **BBB**    PHONE CALL OR TIME EXTENSION OR CERTIFIED : BBB is asking the company to review the photos provided by the customer in their rebuttal.  
**01/12/2015**    **Otto**   **BBB**    No Response from Business re: Consumer Rebuttal  
**01/15/2015**    **will**   **BBB**    Move Complaint Into Mediation Phase  
**01/15/2015**    **will**   **FAX**    SEND OFFER TO MEDIATE TO BUSINESS : The company has agreed to the arbitration, but is still trying to resolve the consumer issue before the arbitration is necessary. Please see attached.

Email from the business:

Will,

I have met this customer last week and we are working to resolve this complaint. I am faxing my acceptance however I ask that you will hold this for a couple weeks so I can work this out with the customer

Thanks again

**01/15/2015**    **Otto**   **MAIL**    Send Offer to Mediate to Consumer  
**01/27/2015**    **Otto**   **BBB**    Consumer did not respond to offer to mediate  
**01/28/2015**    **will**   **BBB**    Bureau Judged Case AJR  
**01/28/2015**    **Otto**   **MAIL**    Inform Consumer Case Closed Answered  
**01/28/2015**    **Otto**   **FAX**    Inform Business - Case ADMINISTRATIVELY CLOSED  
**01/28/2015**    **Otto**   **BBB**    Case ADMINISTRATIVELY CLOSED



COMMONWEALTH OF KENTUCKY  
OFFICE OF THE ATTORNEY GENERAL

ANDY BESHEAR  
ATTORNEY GENERAL  
June 3, 2016

1024 CAPITAL CENTER DRIVE  
SUITE 200  
FRANKFORT, KENTUCKY 40601

Mr. Joshua T. Rose  
Craig Henry PLC  
239 South Fifth Street  
Suite 1400  
Louisville, KY 40202

Re: Sunrooms and More – Notice of Intent to Sue

Dear Mr. Rose,

This letter shall serve as notice to Jerod Hagan and American Home Design d/b/a Sunrooms and More that the Kentucky Office of the Attorney General intends to file a lawsuit against American Home Design to enforce and compel a response to the Civil Investigative Demand (CID) that was served upon you on March 7, 2016. If you continue to ignore the CID, the Kentucky Office of the Attorney General is, pursuant to KRS 367.290, prepared to seek an order from a circuit court:

- (a) *Granting injunctive relief to restrain the person from engaging in the advertising or sale of any merchandise or the conduct of any trade or commerce that is involved in the alleged or suspected violation; and*
- (b) *Vacating, annulling, or suspending the corporate charter of a corporation created by or under the laws of this Commonwealth or revoking or suspending the certificate of authority to do business in this Commonwealth of a foreign corporation or revoking or suspending any other licenses, permits, or certificates issued pursuant to law to such person which are used to further the allegedly unlawful practice; and*

Sunrooms and More  
June 3, 2016  
Page 2

(c) *Granting such other relief as may be required, until the person files the statement or report, or obeys the subpoena or investigative demand.*

KRS 367.290(1)(a).

A copy of the CID is enclosed for your convenience. If the Kentucky Office of the Attorney General has not received a complete response to the CID or this notice by June 15, 2016, it will file an enforcement action in the appropriate circuit court. Please feel free to contact me if you would like to discuss this matter.

Sincerely,

ANDY BESHEAR  
ATTORNEY GENERAL



Leah Cooper Boggs  
Assistant Attorney General  
Office of Consumer Protection  
502-696-5389  
[Leah.boggs@ky.gov](mailto:Leah.boggs@ky.gov)



COMMONWEALTH OF KENTUCKY  
OFFICE OF THE ATTORNEY GENERAL

ANDY BESHEAR  
ATTORNEY GENERAL

1024 CAPITAL CENTER DRIVE  
SUITE 200  
FRANKFORT, KENTUCKY 40601

June 15, 2016

Mr. Joshua T. Rose  
Craig Henry PLC  
239 South Fifth Street  
Suite 1400  
Louisville, KY 40202

Re: Sunrooms and More – Notice of Intent to Sue

Dear Mr. Rose,

I received your message from last week. The CID spoke for itself regarding the requests and the time frame. You have objected to some of the requests and have failed to respond to others completely. We are at an impasse. The only way forward is to file suit and let the Court determine the appropriate discovery and time frame for response.

Sincerely,

ANDY BESHEAR  
ATTORNEY GENERAL

Leah Cooper Boggs  
Assistant Attorney General  
Office of Consumer Protection  
502-696-5389  
[Leah.boggs@ky.gov](mailto:Leah.boggs@ky.gov)