## VIRGINIA DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION 9960 MAYLAND DRIVE, SUITE 400 RICHMOND, VIRGINIA 23233-1463

### INTERVIEW MEMORANDUM

DATE:

August 18, 2016

FILE NUMBER:

2016-01841

RESPONDENT:

Ridge Point Construction, LLC

PREPARED BY:

Renee H. Popielarz

Individuals/Entities Interviewed: Chris Jefferson and Tyson Bates

On August 18, 2016, at 8:47 a.m., Investigator Renee H. Popielarz, the Board's agent. interviewed Chris Jefferson ("Jefferson"), Responsible Management for Ridge Point Construction, LLD ("Ridge Point"), and Tyson Bates ("Bates"), Construction Consultant for Ridge Point, in person at 2930 W. Broad Street, Richmond, Virginia 23230. The following supplemental information was provided:

- The bid has always been the same.
- John Jureidini ("Jureidini") could have had Joe Yates ("Yates"), the architect, to certify the draw request but he did not. Now after the fact Jureidini is trying to have Yates certify the draw.
- Jefferson knew Jureidini for around a year. There was a set of preliminary plans Jefferson based his bid on. When closing the loan Jureidini dumped a different set of plans on Ridge Point that included an addition and other interior work not included in the bid and/or contract.
- The draw request dated October 27, 2015 included the following:
  - Masonry- There was a lot of brick removed to expose everything along the back wall going out to the porch area as well as some point up along the back wall. All of the upper area had collapsed and all of that was removed. The figure was based on the amount of work done.
  - > Roof- Complete prep was done to install the new roof. There was a lot of debris so prep needed to be done before a new surface could be done. Due to the height of the roof some roofing contractors could not get up there so Ridge Point had to obtain someone other than its normal roofer.
  - Exteriors- This included back porch ("Porch 2") framing regarding repair to it above and below for support. Initially you could not even walk out on the Porch 2.
    - o In an e-mail from Jureidini dated October 5, 2015, Jureidini indicated that Ridge Point was to enclose a part of Porch 2 that was to be part of the actual house and Jureidini was to have another contractor do

the remainder. Jefferson responded that *rebuilding* Porch 2 was not included but *repair* was. Still on October 5, 2015, Jefferson indicated to Jureidini by e-mail that he could remove the repair cost and steps that Ridge Point was going to do to Porch 2. Jureidini's response then was that he thought they were in agreement for the most part with some exception.

Ridge Point was only enclosing the immediate back porch ("Porch 1"). Ridge Point was originally only going to repair Porch 2 but Jureidini wanted to make an addition which would require foundation work and other work to be able to hold the weight. This would require breaking out concrete because of an existing well. It would probably cost five to seven thousand just to get it ready. This is when Jurdeidini began changing his behavior.

Jureidini had mentioned the addition prior but said he would do it when he gets his tax credits. Jureidini was going to sell his tax credits to get the money for this other addition. When Jureidini realized he could get a loan for \$200,000.00 plus contingency money he wanted to build the addition sooner.

o Jefferson agreed to do the project for the \$200,000.00 without anything to do with the addition to Porch 2. This created conflict because by this point Jureidini wanted to do the addition sooner rather than in the future. Jefferson did not want to do this other addition because they were not on the same page regarding cost. Jefferson indicated Ridge Point would do the addition for no less than \$40,000.00 but Jureidini said others indicated they would do it much cheaper.

Windows- All historic windows had to be kept. Ridge Point did clean and prep for the windows and removal of some from inside. The porch windows were exterior but were to be interior when the porch was enclosed. The bid was for making reapirs to existing windows in the house.

Partition wall- This involved closets and miscellaneous interior framing of non-structural walls. This was done. If something was not correct, Ridge Point would have fixed it. There is nothing from Jureidini where he has asked Ridge Point to fix anything done wrong. There was initially one contractor that did some work that Bates did not like so the work was redone prior to this matter coming up. Brent Steighner ("Steighner") or Backy Taylor ("Taylor"), FHA consultants, split the framing into Exteriors and Partition Walls categories. Ridge Point goes by its bid in determining what work to do, what work has been done, etc. In contrast, the lender and/or FHA have to label work according to categories on forms. Steighner and/or Taylor went with Jureidini regarding the categories.

Plumbing- This involved taking out exposed pipes and those inside the walls. There was a claw foot tub, toilets, etc. still in the property. Jefferson and Bates are uncertain what was done by the previous owner. Ridge Point also paid to make sure there was a water feed into the house. Jureidini met the subcontractor at the property for that. No new plumbing was done.

(Note: Jefferson showed the investigator before pictures on his computer that showed a claw foot tub, piping etc. present in the property. Jefferson also noted that if plumbing demolition was not involved – since Jureidini now states that it was previously completed by a prior owner - then it would not have been included in the bid and contract to begin with.)

Electrical- Demolition of old wiring and temporary service.

Heating- Removal of all tubing and old baseboard heat. There were HVAC and plumbing lines. This involved the whole downstairs. It was 10,000 pounds of metal and roughly ten radiators.

Clean up- All plaster was removed, scraps from framing etc. as well as

dumpster.

Miscellaneous- Prep to start the project, construction administrative things, and permit.

- Note: Jureidini indicated other work done by Ridge Point that Jefferson and Bates failed to mention. For example, removal of interior doors.)
- Ridge Point has done exactly what it was supposed to do. Jefferson feels Ridge Point has explained what was done. Jureidini was fine with everything until Jefferson said Ridge Point was not willing to do the Porch 2 addition.
- The builder specifications are for finishes. The drawings came out after the contract. Jureidini pushed everyone to get going and to Ridge Point's detriment on the back end.
- Jefferson does not want to say anything regarding the letter from Yates to the bank because Yates is Vice Chair of the Commission of Architectural Review for the City of Richmond who can impact Ridge Point's business. Ridge Point has other projects in the City of Richmond. Jefferson feels you can call five different architects who will say something different regarding costs.
- (Note: work Jureidini indicated was performed by Ridge Point was discussed.) The
  work Jureidini indicated was performed as well as the work indicated by Jefferson
  and Bates as previously listed. Jefferson feels Jureidini is downplaying what Ridge
  Point did in order to push Jureidini's own agenda. Ridge Point's pricing remained
  the same from the beginning.
- Jureidini was out of the country for work when the check for the first draw came. He had his sister receive the check from the mail. Jureidini said his sister had power of attorney so she signed the check and gave it to Bates who gave it to Jefferson. The only person Jefferson ever had conversations with is Mr. Jureidini not Mrs. Jureidini. Jureidini was making the decisions. Jefferson had no issues with Jureidini prior in the year to year and a half they discussed the project. Jureidini began being extremely rude when Jefferson asked him why he was trying to manipulate the loan in order to use the contingency funds to pay for the addition to Porch 2.
- In January 2016, Ridge Point offered to finish the project. Jureidini said no. Later
  Jureidini asked if Ridge Point would come back. Jefferson suggested mediation to
  work out the situation. Initially Jureidini proposed having Danny Fincham
  ("Fincham"), an FHA consultant, to mediate. Jefferson disagreed because Jureidini
  had been talking with Fincham prior and Jefferson had not met with Fincham. If the

bank does not feel something is correct the bank would pursue it. Jureidini chose a mediate and Jefferson agreed to it. Jefferson feels that Jureidini's attorney explained to him the cost of mediation and Jureidini did not want to pay. The last letter received from Jureidini and/or his attorney implied that Jureidini did not want to pay for mediation. At that point Jefferson just wanted to mediate the draw. Ridge Point had to float the job so Ridge Point only billed out for what was completed.

# VIRGINIA DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION 9960 MAYLAND DRIVE, SUITE 400 RICHMOND, VIRGINIA 23233-1463

### INTERVIEW MEMORANDUM

DATE

August 2, 2016

FILE NUMBER:

2016-01841

RESPONDENT:

Ridge Point Construction, LLC

PREPARED BY: Renee H. Popielarz

Individuals/Entities Interviewed: Christopher Jefferson

On July 15, 2016, at 2:51 p.m., Renee H. Popielarz, the Board's agent, interviewed Christopher Jefferson ("Jefferson"), Responsible Manager for Ridge Point Construction, LLC ("Ridge Point"), by telephone at (804) 201-3624. The following supplemental information was provided:

- · Jefferson hired a criminal attorney, John Whelan ("Whelan"), around a week and a half ago and met with him to look at the statute that Mr. Jureidini keeps citing. Whelan talked to the Commonwealth's Attorney ("CA") who met with Mr. Jureidini and the CA said Mr. Jureidini was told months ago that there was no criminal case.
- Most of the work listed in the draw request was percentages because not all of the work was done at that point, with the exception of demolition, which was mostly completed.
- Builder specifications- Mr. Jureidini gave Ridge Point a draft set of plans at closing. This is not what they had originally worked off of. It was rushed in the beginning. This is why Ridge Point got the interior demolition permit instead of the full permit because Mr. Jureidini wanted to get started although all approvals were not completed by the architectural review committee.
- Ridge Point submitted an initial bid and then Brent Steighner and Backy Taylor put together the Work Write Up.
- Jefferson, Tyson Bates (Ridge Point's Construction Manager), and Mr. Jureidini met with Architect Joe Yates to take down the information. The problem is that Mr. Jureidini started giving Ridge Point different plans as the project progressed.
- Jefferson realized there is an issue with the names on Ridge Point's documents. Jefferson owns a property as Ridge Point Real Estate and normally only does work on his own properties. Work is done on his own properties 95% of the time.
- · The contract was signed in person at the Hill Café in Church Hill and two copies were signed. This may be in a text.
- Jefferson feels the Jureidinis do not have a new attorney. Based on what he has gathered from his attorney now the Jureidinis have no one representing them.

 Jefferson indicated he would check on the builder specifications and get back to the investigator.

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August 2, 2016

FILE NUMBER:

2016-01841

RESPONDENT:

Ridge Point Construction, LLC

PREPARED BY:

Renee H. Popielarz

Individuals/Entities Interviewed: Christopher Jefferson

On July 6, 2016, at 9:10 a.m., Renee H. Popielarz, the Board's agent, interviewed Christopher Jefferson ("Jefferson"), Responsible Manager for Ridge Point Construction, LLC ("Ridge Point"), by telephone at (804) 201-3624. The following supplemental information was provided:

- (Note: On May 4, 2016, Jefferson had indicated to the investigator that Mr. Jureidini had asked if the Ridge Point would be willing to come back on the job.)
- Jefferson heard from Mr. Jureidini again on July 5, 2016 and he feels Mr. Jureidini does not want to pay for mediation. Mr. Jureidini reached out Jefferson's attorney twice and Jefferson's attorney reached out to the Jureidinis' attorney who indicated he would reach out to the Jureidinis. The attorney did not say for sure if he was still representing the Jureidinis.
- The Jureidinis proposed a specific mediator who Jefferson agreed to. Then the rates were checked. After that the Jureidinis' attorney sent an e-mail stating his client has already had to take on financial burden. He did not say specifically that they would not pay for it. That is where it was left. Jefferson felt like his hands were tied and he felt frustrated.
- Jefferson spoke with Dan Fincham ("Fincham"), FHA/HUD consultant. Fincham said he has nothing to do with the project at this point. Fincham's last conversation with Mr. Jureidini was for him to contact Fincham when he gets a new contractor or the old one comes back.
- Plumbing- plumbing was definitely taken out. The entire budget structure was put together for the bank before Mrs. Jureidini closed on it. Ridge Point started the job and nothing changed regarding the bank information.
- Ridge Point proposed to come back to the job six months ago. Mr. Jureidini said no and now Mr. Jureidini wants Ridge Point to come back.
- None of the problems started until Jefferson called Mr. Jureidini out on trying to use contingency money to fund an addition.
- Jefferson has not heard from anyone other than the investigator, Mr. Jureidini, and

his attorney since January. Fincham called Jefferson and he explained things. The bank said there is nothing wrong and the Jureidinis need to move forward.

- Building permit- Jefferson would have to check with his construction manager, Tyson Bates ("Bates"). It is his understanding that the permit they had was for interior demolition and interior partition walls. The CAR is a review committee that has to approve any changes to the exterior. Mr. Jureidini was pushing Ridge Point to get started but CAR had not approved changes so Bates went to City Hall to get the permit so they could get started on the job.
- Jefferson has learned not to let homeowners push things.
- Jefferson will provide the latest e-mails between the parties.