

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

ANITA JOHNSON,

Plaintiff,

v.

CURBIO, INC.,

Defendant.

Civil Action No. 3:24-cv-146

**COMPLAINT**

Plaintiff Anita Johnson files this Complaint against Defendant Curbio, Inc. (“Curbio”) and alleges as follows:

**PRELIMINARY STATEMENT**

1. This case concerns Curbio’s practice of deceiving limited-income, elderly homeowners like Ms. Johnson into signing contracts for thousands (in this case, over \$130,000) in home renovations based on the promise that the homeowners will be able to pay for the renovations when they sell their homes for an increased price, only to turn around and deliver substandard, overly priced work that leaves those like Ms. Johnson with a home in which they can barely live, let alone sell. Worse still, as part of its business model, Curbio intentionally drags out the work for months longer than it promises, and when homeowners like Ms. Johnson are unable to sell their homes to pay off Curbio’s inflated and substandard work, Curbio threatens to foreclose on mechanics liens unless the homeowner agrees to unconscionable payment plans that render them personally liable regardless of whether the home ultimately sells.

2. Defendant Curbio, Inc. advertises itself as “the real estate agent’s solution for getting homes market-ready,” performing renovation work from painting and staging to kitchen

and bath remodeling. Curbio claims that the renovations are a good deal, as the “sellers pay nothing until the house sells.” According to its advertising, Curbio completes its renovation work 65% faster than its competitors and homeowners achieve a 200% return on investment on average.

3. In reality, as numerous homeowners like Ms. Johnson are now discovering, and as the District of Columbia has now asserted in its own lawsuit on behalf of elderly residents, Curbio utilizes low-cost, unskilled laborers to deliver over-priced, low-quality, and incomplete renovations and then encumbers homes with liens, trapping homeowners who are trying to sell their homes with threats of foreclosure if they do not pay.

4. Ms. Johnson’s case is part and parcel with Curbio’s deceptive business practices. In November 2022, Ms. Johnson executed a contract with Curbio to perform “Home Improvement Services,” including paintwork, kitchen renovations, flooring replacement, bathroom renovations, electrical and carpentry work, and installing a new HVAC system.

5. Curbio stated that the total cost of the renovation work would be \$103,525.80.

6. Curbio promised to complete the work in accordance with applicable building codes and to leave the home in “broom clean” condition. It also promised that it would perform the work to “put [Ms. Johnson’s] home on the market.” Curbio also told Ms. Johnson that it vetted its subcontractors and laborers to ensure they were well qualified.

7. In return for Curbio’s promises, and subject to Curbio’s actual completion of the promised work, Ms. Johnson agreed to pay for the renovations through the sale of her home or, if not sold within a year, by direct payment.

8. However, Curbio never provided the promised renovations to Ms. Johnson’s home.

9. Instead, Curbio provided consistently substandard work using unskilled, unverified laborers with no experience or licenses in the relevant fields, forcing Ms. Johnson to repeatedly

contact Curbio until the issues were addressed or, more often, ignoring the issues while Ms. Johnson suffered the consequences.

10. As just one example, and most pressingly for Ms. Johnson, who suffers from asthma, Curbio failed to install the promised HVAC system according to building codes, leaving her with a system that cannot cool or heat her home and sweats so severely it has caused what a third-party contractor described as a “rainforest” of water damage and molding in her basement. As a result, Ms. Johnson’s mental and physical health have deteriorated to the point of being put on a ventilator, and she was forced to find alternative housing during the hottest days of the year.

11. To this day, Curbio has failed to fix the HVAC system or the resulting damage to Ms. Johnson’s home. It has even failed to pay the third-party contractor that it agreed to hire to address the problem, who has now refused to come out to fix the issue as a result.

12. Not only has Curbio’s defective performance left Ms. Johnson in a position where she is unable to sell her home, but it has also rendered living in her home unbearable.

13. Making matters worse, instead of fixing the issues in good faith so that Ms. Johnson could sell her home, Curbio decided to file a mechanics lien against Ms. Johnson’s property and threaten her with foreclosure if she did not agree to personally pay \$130,399.13.

14. Curbio made these threats even though Virginia law does not permit foreclosure on a mechanics lien, and even though the lien itself was defective because it intentionally claimed that Curbio had performed services that it had never performed and had no intention of completing. Despite these obvious and intentional deficiencies, Curbio used the false threat of foreclosure to force Ms. Johnson—who lives on fixed income—to sign a payment plan that required her to make payments totaling over \$130,000 in a single year. Faced the loss of her home and based on Curbio’s false threats of foreclosure, Ms. Johnson signed the payment plan in December 2023.

15. Conveniently for Curbio, this payment plan also purported to “release and forever discharge[] Curbio from any and all claims” Ms. Johnson might have against it and to require her not to publish any disparaging remarks about Curbio, stripping Ms. Johnson of any right to hold Curbio to account while requiring Ms. Johnson to pay thousands of dollars she does not have for work that Curbio never performed.

16. Ms. Johnson is not alone in this practice, either. Just last year, the District of Columbia filed similar claims against Curbio for targeting elderly consumers like Ms. Johnson, including by delaying projects, providing unfinished or improperly finished work, charging severely inflated prices, and trapping homeowners with payment plans under threat of foreclosure.

17. Now, faced with Curbio’s refusal to remedy its defective performance and its other willful, unconscionable, unfair, and deceptive conduct, Ms. Johnson bring claims against Curbio for unfair and deceptive trade practices under the Virginia Consumer Protection Act (“VCPA”), Va. Code § 59.1-196, *et seq.*, fraudulent inducement to contract under Virginia common law, declaratory relief, breach of contract, and intentional infliction of emotional distress.

### **JURISDICTION AND VENUE**

18. This Court has diversity jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because Ms. Johnson (Virginia) and Curbio (Delaware and Maryland) are citizens of different states and the amount in controversy exceeds \$75,000. Specifically, the amount in controversy is at least the \$130,399.13 that Curbio claims Ms. Johnson owes for its defective performance, as well as the other damages Ms. Johnson has suffered including hotel rentals, emotional distress, exacerbation of her health conditions, and the lost fair market value in her home, among others, which damages are trebled under the VCPA for Curbio’s willful conduct. Va. Code § 59.1-204.

19. Venue is proper in this Court under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this District and Division.

## PARTIES

20. Anita Johnson is a natural person residing in Richmond, Virginia. She is a “person” as defined by Va. Code § 59.1-198.

21. Curbio, Inc. is a Delaware corporation with its principal place of business at 11325 Seven Locks Road, Suite 200, Potomac, Maryland 20854. Curbio is a “supplier” as defined by Va. Code § 59.1-198 because it is a “seller . . . who advertises, solicits, or engages in consumer transactions,” namely: “[t]he advertisement, sale, lease, license or offering for sale . . . of goods or services to be used primarily for personal, family or household purposes.”

## FACTS

### **A. Curbio’s Business Model**

22. Curbio advertises itself as a home renovation company that makes homes ready for the market. Its website claims that homeowners do not pay for the renovations “until the house sells.” According to Curbio, it “gets paid when the home sells with no interest charges, hidden fees, or price reduction requirements.”

23. Curbio touts its advantages as two-fold: speed and profitability. In its promotional materials, Curbio claims that it can complete renovation work 65% faster than the competition.

24. Curbio promotes its “proprietary tech platform” as “accelerat[ing] every step of the renovation,” allowing it to complete renovations “in Weeks, Not Months.” According to Curbio, it can complete “basic listing prep” in 1-2 weeks, while “full-scale renovations” take 7-12 weeks.

For older, dated, or non-functional homes - full-scale renovations are probably a good fit to maximize equity and potential from the home.

No matter how large the project, sellers don't pay a dime until they sell.

This allows home sellers to make the updates necessary to get their homes sold without sacrificing some of the value and equity that they've spent years building.

Renovations require more extensive work than a simple refresh or basic repairs and touch-ups. They typically require permits that extend the project timeline to two to three months - but that's still 50% faster than the national average.



25. In addition to speed, Curbio promotes the higher-than-average profitability of its renovations. According to Curbio, its renovations lead to an average return on investment of more than 200%, with homes selling 50% faster than if the homes were sold as-is.

26. This return supposedly comes with no downside for the homeowner, who has “\$0 Due Until Closing” and “\$0 due upfront. No interest. No fees. No catch”:



27. At every turn, Curbio’s website claims without any disclaimers or qualifying language that “We are your \$0 due upfront general contractor. 100% of the project costs are deferred until closing with no interest charges or hidden fees.”

28. Curbio further claims that its prices are “competitive” with other general contractors and describes itself as making money “the same way a general contractor would.”

29. Curbio relies on these undisclosed and unqualified misrepresentations to lure unsuspecting consumers, particularly the elderly and vulnerable, into renovation contracts, promising fast and easy results that will improve the resale value of a home for no direct cost to the homeowner. In the end, it all sounds too good to be true—because it is.

### **B. Curbio’s Deception of Ms. Johnson**

30. In 2002, Ms. Johnson moved into her home in Richmond, Virginia, for use as her primary residence. Ms. Johnson, who is 62 years old, has lived in the same home ever since.

31. In 2022, Ms. Johnson decided to sell her home.

32. Ms. Johnson first contacted a realtor, who assessed Ms. Johnson's home and recommended that she hire Curbio to perform renovations that would increase the home's value and marketability.

33. Based on this recommendation, Ms. Johnson contacted Curbio to obtain a proposal for the possible renovations to her home.

34. In November 2022, Ms. Johnson met in person with Curbio employee Holly Mikus, the project manager assigned to her home, who represented to Ms. Johnson that Curbio "vetted" all of the workers on the project to ensure they were well qualified to perform their assigned work. Ms. Mikus also reiterated that Curbio would work efficiently to renovate her home so that it would be ready for sale on the market.

35. After reviewing her home, in November 2022, Curbio provided Ms. Johnson with a "Proposal" that promised a "fixed price" and stated "[t]here are never surprises or hidden fees!" The Proposal also claimed to provide "refreshing transparency" and "open communication" with "curated, quality materials."

36. The Proposal stated that Curbio delivered "speedy, profit-driven updates" before listing examples of homes allegedly renovated by Curbio that sold for upwards of hundreds of thousands in profits to the homeowner.

37. The Proposal then proceeded to provide Ms. Johnson with a quote for a "fixed price" of \$103,525.80. The quoted amount would cover the listed renovation services including: (1) paintwork throughout the home; (2) repainting the kitchen cabinets and replacing the faucet; (3) installing a kitchen island; (4) replacing flooring in the kitchen and carpeting in the basement; (5) replumbing and renovating the main bathroom; (6) electrical work; (7) replacing windows and

deck boards; and (8) installing a new electrical HVAC heating and cooling system and removing the old gas heating furnace (collectively, the “Services”).

38. Satisfied with Curbio’s Proposal, and in reliance on the representations made therein and by Ms. Mikus, in November 2022, Ms. Johnson executed a contract with Curbio (the “Services Contract”). *See Exhibit 1.*

39. Ms. Johnson signed the Services Contract based on the understanding that Curbio would deliver “speedy” renovations to her home for a “fixed price” and that she could then sell her home at a profit to pay for the costs, as Curbio had represented in the Proposal. She also understood that Curbio would provide vetted subcontractors qualified to perform the Services.

40. The Services Contract included the same \$103,525.80 price tag as the Proposal and provided an estimated time to completion of 18 weeks, with 6-7 weeks for building permits.

41. The Services Contract obligated Curbio to perform the Services “subject to and in accordance with the terms, conditions, and representations set forth in this Contract.” Ex. 1 ¶ 5.

42. Among the “terms, conditions, and representations” set forth in the Services Contract was that “[a]ll work done under this Contract shall be done in accordance with applicable codes and shall meet or exceed the standards set by the Residential Construction Performance Guidelines of the National Association of Home Builders.” Ex. 1 ¶ 7.A.

43. Curbio also promised to “remove all project debris and leave work areas in a safe and broom clean condition.” *Id.* ¶ 7.D.

44. In return for Curbio’s satisfactory performance of the Services, Ms. Johnson agreed to pay for the Services on the earlier of “(i) settlement of the sold property; or (ii) Contract cancellation or default; or (iii) twelve months from contract signing.” Ex. 1 ¶ 4. Ms. Johnson’s obligation to pay for Curbio’s Services was, however, “subject to . . . the terms, conditions, and



representations set forth in this Contract.” *Id.* ¶ 5. This included the above terms, conditions, and representations regarding the quality of Curbio’s work.

45. In addition, the Services Contract conditioned Ms. Johnson’s obligation to pay through sale of her home on Curbio’s “completion of the Services.” Ex. 1 ¶ 8.D. Without completion, Ms. Johnson was not obligated to—and, indeed, could not—list the home for sale.

46. Similarly, the Services Contract stated that Curbio would issue a Notice of Completion and provide an opportunity for Curbio to fix any issues identified by Ms. Johnson once the Services were completed. Ex. 1 ¶ 10.L.

47. Only if Curbio issued a Notice of Completion and remedied the errors identified by Ms. Johnson would Ms. Johnson be obligated to pay for the Services by either the earlier of the sale of her home or one year from contract signing.

### **C. Curbio’s Defective Performance**

48. Although Ms. Johnson signed the Services Contract in November 2022, Curbio did not begin work on her home until February 2023. To allow Curbio full access to the home for its demolition and renovation work, Ms. Johnson, her son, and his three children moved out of the home from February 19, 2023, to April 19, 2023.

49. While Ms. Johnson and her family had vacated the home, Ms. Mikus provided email updates claiming that Curbio was completing demolition work and other projects. These reports were largely cut-and-paste versions of the prior week’s report, with no details on the actual work being completed. They also conflicted with reports from Ms. Johnson’s neighbors, who stated that workers would not show up on many days.

50. Upon her return to the home, Ms. Johnson soon discovered that Curbio was not completing the work as Ms. Mikus claimed and as Curbio promised in the Services Contract.

Indeed, although Ms. Johnson and Curbio agreed that upon her return to the home she would live in the basement while the remainder of the work was being completed, Ms. Johnson was forced to rent hotel rooms for the nights of April 19 and April 20, 2023, at her own expense, because the basement shower was inoperable and the basement carpeting was not yet installed.

51. Eventually, Ms. Johnson was able to move into the basement, but the issues did not end there. In June 2023, Curbio installed a new HVAC system that failed to adequately cool or heat Ms. Johnson's home, resulting in extreme temperature variations.

52. Specifically, the HVAC system had poor airflow and had also started leaking water down the walls onto the newly installed basement carpet. The installation contractor was called back but blamed the leaks on unidentified plumbing issues, which was not the case.

53. In the meantime, the leaking ductwork caused mold to accumulate in the basement where Ms. Johnson was residing during renovations.

54. Faced with the increasing heat of the summer and growing mold problem, Ms. Johnson repeatedly reached out to Curbio asking that it repair the HVAC system. Curbio sent two contractors that it described as "professionals" vetted by Curbio in July 2023, neither of which addressed the obvious issues with the system. Curbio sent a third supposedly "qualified" and "certified" contractor in August 2023, who insisted nothing was wrong with the system despite the well documented and obvious sweating and temperature control issues.

55. While Curbio repeatedly failed to address the obvious issues with the HVAC system, Ms. Johnson began to experience flare ups of her asthma and tremendous discomfort from the ineffective cooling during the hottest days of the summer.

56. In June 2023, Ms. Johnson was again forced to rent hotel rooms for her own health, as the country faced one of the hottest months on record and smoke and debris from Canadian

wildfires significantly reduced air quality in the Richmond area. Ms. Johnson had no HVAC system to cool her home or circulate the air during this time, and the poor air quality was only exacerbated by particles and debris from the renovation work. As a result, Ms. Johnson was placed on a ventilator and forced to go to the hospital in both June and July 2023. She also had to increase the use of her medical inhaler and required a breathing machine.

57. Ms. Johnson was diagnosed with depression, anxiety, and chronic obstructive pulmonary disease (COPD) in August 2023 from the poor housing conditions and the stress caused by Curbio's failure to address the issues Ms. Johnson repeatedly raised.

58. With deteriorating health, Ms. Johnson relied on family and friends to house her throughout the summer so she could escape the heat and poor air quality.

59. Ms. Johnson held a Zoom meeting with Curbio in August 2023, which Ms. Mikus did not attend despite her position as project manager. During this meeting, Curbio informed Ms. Johnson that she would be financially responsible for any repairs to the HVAC system and could not even rely on the warranty to replace the damaged carpet as the water leakage (which Curbio caused) allegedly predated Curbio's installation of the carpet.

60. Eventually, in August 2023, Curbio ceded to Ms. Johnson's request that a third-party contractor, Woodfin Oil Company ("Woodfin"), assess the HVAC issues. Woodfin conducted a load analysis of the system, which it summarized in an email sent directly to Ms. Mikus. Woodfin determined that the heat pump unit installed by Curbio was overloading the ductwork, which meant the system could not "dehumidify properly" and thus leaked water, causing a "rainforest" in Ms. Johnson's basement.

61. Woodfin also determined that Ms. Johnson "had multiple issues with the current . . . duct system since the installation process [by Curbio]." Specifically, Woodfin noted that the duct

system “currently isn’t wrapped in the basement,” resulting in sweating that caused “water to drip into her carpet and on the walls.”

62. Curbio’s failure to insulate the ductwork and to install ducts and returns large enough to handle the new heat pump unit violated the applicable building codes, including the Residential Construction Performance Guidelines incorporated by the Services Contract. Curbio’s installation of the uninsulated ductwork was thus a breach of its promise under the Services Contract that “all work” would satisfy or exceed all applicable codes and the Guidelines (Ex. 1 ¶ 3), which in turn was a condition precedent to Ms. Johnson’s obligation to pay for the Services “subject to” the “terms, conditions, and representations set forth in this Contract” (Ex. 1 ¶ 1).

63. Based on its assessment of Curbio’s inferior work, Woodfin determined that it would need to “remove the existing duct system [that Curbio had installed] which runs from the basement to the attic in an unexposed wall which we will need to cut into . . . and wrap, insulate and seal [the ducts] to ensure proper airflow to each room.” It would also “add supply runs and/or returns as needed to accommodate air flow.”

64. In September 2023, Curbio executed an amendment to the Services Contract in which it agreed to pay Woodfin for the cost of only some of its repair work (the “Woodfin Amendment”), while leaving it to Ms. Johnson to pay for any other, still-necessary repairs.

65. However, despite its obligations under the Woodfin Amendment, to date, Curbio still has not paid Woodfin for even its portion of the repair work. As a result, Woodfin has refused to come to Ms. Johnson’s property to fix the HVAC system.

66. Curbio’s shoddy work did not end with the HVAC system, either. Although Curbio promised to perform paintwork throughout the house and to “vet” all subcontractors, the painters

it sent to Ms. Johnson's home stopped showing up halfway through their repainting, leaving parts of the home with only primer on the walls and/or with only one coat of paint.

67. In lieu of the hired painters, Curbio told Ms. Johnson that the workers hired for the carpentry and bathroom renovations who had no training or expertise in painting would now also complete the paintwork. These untrained workers failed to complete the paintwork to standard and even painted over the newly installed aluminum windows, thereby voiding the windows' warranty.

68. To date, there is still paint in the cracks and grooves of the windows, and the ceilings and walls in the kitchen and basement remain incomplete.

69. Curbio's electrical work has also been substandard. Under the Services Contract, Curbio agreed to install new outlets in the upstairs bedrooms, fix and repair old sockets to bring them up to code, and install recess lighting, which Ms. Mikus represented would be done by a "vetted" contractor.

70. However, Curbio hired workers with no training or licenses to perform the electrical work. As a result, the home failed its electrical inspection in November 2023, leaving Ms. Johnson in a home with potential fire hazards. In fact, just this week, the outlets installed by Curbio in Ms. Johnson's basement blew out and the kitchen sockets remain uninspected.

71. In an acknowledgment of its failure to complete these and the other Services to the standard outlined in the Services Contract, to date, Curbio has not issued a Notice of Completion, or even claimed completion of the Services, as required by the Services Contract.

**D. Curbio's Fraud in Inducing Ms. Johnson to Sign the Payment Plan**

72. Even though it failed to fulfill its obligations under the Services Contract, in and around October 2023, Curbio began insisting that Ms. Johnson pay individually for the Services in an amount totaling over \$130,000.00.

73. Specifically, on or around October 17, 2023, Ms. Johnson's realtor communicated with Vikki Deguzman, a Curbio employee, regarding Ms. Johnson's alleged liability for the amounts owed under the Services Contract. In an email to Ms. Johnson's realtor the same day, which was forwarded to Ms. Johnson, Ms. Deguzman claimed that Ms. Johnson was liable for "payment in full" on the Services Contract as of "twelve months from the date of the contract signing," or November 15, 2023.

74. The next day, on October 18, 2023, Curbio executed a mechanics lien memorandum against Ms. Johnson's property, in which it claimed that she owed \$130,399.13 as of October 18, with interest accruing as of July 11, 2023. The mechanics lien also stated the Curbio intended "to claim the benefit of the lien." Curbio sent the mechanics lien memorandum to Ms. Johnson.

75. Upon receipt of the lien, Ms. Johnson and her realtor immediately attempted to avoid the threatened enforcement of the lien against her.

76. On October 25, 2023, Ms. Johnson's realtor sent an email to Ms. Deguzman and Ms. Mikus, with Ms. Johnson copied, reiterating that while Ms. Johnson understood her obligation to make payments for completed work if the home did not sell, she needed additional time due to the "year timeframe in which this project has taken," which was still not complete. Ms. Johnson's realtor also relayed that Ms. Johnson wanted to keep her home.

77. In response, on November 1, 2023, Ms. Deguzman acknowledged that "[i]t does appear the work on the home is still ongoing," and explained that "[i]n these types of instances, if

Curbio's [work] takes longer than the payment deadline, we do extend the payment deadline 3-months from when the project completes."

78. In other words, Curbio acknowledged that Ms. Johnson should not be personally liable for any amounts under the Services Contract until at least three months from when the project is actually finished, which it was not at the time of Ms. Deguzman's email and still is not today.

79. Then, on November 10, 2023, Ms. Johnson's realtor again spoke with Ms. Deguzman over the phone, during which she relayed that Ms. Johnson did not want to lose her home and noted that Ms. Johnson was a senior citizen with limited means and no alternative housing. An email summarizing the call with Ms. Deguzman also asked why 18% interest was accruing under the mechanics lien as of July 11, 2023, when the project was not even complete. The realtor reiterated that while Ms. Johnson did not want to avoid her lawful obligations to Curbio, she wanted to ensure that she was "able to remain in her home."

80. Curbio knew from this and the other conversations with Ms. Johnson's realtor that Ms. Johnson's sole priority was to stay in her home, which Curbio used as leverage against her.

81. Indeed, Ms. Deguzman responded to the realtor that she would have to address the matter with Curbio's "legal team," clearly implying the possible legal action against Ms. Johnson if she did not agree to a payment plan.

82. Based on her conversations with Curbio, Ms. Johnson's realtor also relayed to Ms. Johnson that Curbio would enforce the mechanics lien against her if she did not make payments. This threat was reinforced by the mechanics lien itself, which was filed immediately after Curbio asserted that Ms. Johnson was personally liable for the amounts allegedly owed.

83. Faced with the threat of losing her home and the claims that she owed over \$130,000 plus interest, in December 2023, Ms. Johnson signed a “Payment Plan Agreement” with Curbio (the “Payment Plan”). *See Exhibit 2.*

84. Contrary to Ms. Deguzman’s representation that Curbio would extend the payment deadline until three months after the project’s completion, under the Payment Plan, Curbio required Ms. Johnson to pay \$5,000 on January 5, 2024, followed by \$1,000 payments each month from February 2024 to November 2024. Then, in December 2024, Curbio would receive a lump-sum payment of \$116,339.13. Ex. 2 ¶ 1. In total, Ms. Johnson would pay \$131,339.13 to Curbio within a span of one year, or one thousand dollars more than Curbio had initially demanded.

85. Ms. Johnson was so concerned with the threatened loss of her home that she sought to refinance her mortgage despite the higher interest rate to satisfy these payment terms.

86. Consistent with Curbio’s modus operandi, the Payment Plan went to great lengths to protect Curbio, while providing no benefit to Ms. Johnson who was not liable for any amounts under the Services Contract in any event.

87. For example, the Payment Plan provided that “[a]s consideration for this Agreement, [Ms. Johnson] hereby releases and forever discharges Curbio from any and all claims including warranty claims, causes of action, liabilities, and losses of whatever nature which Owner had in the past, has now, or may have in the future against Curbio which arise from or are in connection with the Contract.” Ex. 2 ¶ 3. “Contract” as used in the Payment Plan referred to the Services Contract. *Id.* at p. 1.

88. Thus, in return for the “payment plan” that still required Ms. Johnson to pay over \$130,000 within the span of a year, Ms. Johnson purportedly provided “consideration” by releasing Curbio from any and all claims arising under the Services Contract, including even warranty claims



to remedy the defective work on her home that Curbio knew was defective at the time it induced Ms. Johnson to sign the Payment Plan.

89. Then, “[a]s further consideration for this Agreement,” Ms. Johnson also agreed under threat of foreclosure that she “shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning Curbio or its affiliates or their respective businesses, or any of their respective employees, officers, and existing and prospective customers, suppliers, investors, and other associated parties.” Ex. 2 ¶ 5.

90. Curbio obtained Ms. Johnson’s ascent to these one-sided and unconscionable terms through deceptive threats that Ms. Johnson would lose her home if she did not pay the full amount allegedly owed under the Services Contract. These threats were false.

91. Curbio knew that Ms. Johnson was not obligated to pay any amounts under the Services Contract when, on October 17, 2023, its employee, Ms. Deguzman, stated that Ms. Johnson would be liable for “payment in full” as of November 15, 2023. It also knew this fact when, on October 18, 2023, it issued the mechanics lien memorandum claiming Ms. Johnson owed over \$130,000, plus interest, as of that date for services that it had not performed.

92. As detailed above, these representations were false, as the Services Contract conditioned Ms. Johnson’s obligation to pay on Curbio’s satisfactory completion of the Services in accordance with “applicable codes” and construction guidelines, and its promise to leave work areas in a “safe” and “broom clean” condition, none of which had been or are satisfied, even to this day.

93. Ms. Johnson's obligation to pay was further conditioned on Curbio's issuance of a Notice of Completion, which, to this day, it still has not issued for the renovations on Ms. Johnson's home.

94. Furthermore, Curbio knew that its threatened foreclosure on the mechanics lien and/or threatened enforcement of the lien were not possible at the time it made the threats and sent the mechanics lien memorandum to Ms. Johnson.

95. For one, under Virginia law, a mechanics lien claimant cannot foreclose on the lien but must file suit to enforce the lien in state court. Va. Code § 43-22 (providing that "liens created and perfected under this chapter may be enforced in a court of equity by a bill filed in the county or city wherein the building, structure, or railroad, or some part thereof is situated . . .").

96. Second, even to the extent Curbio could enforce the lien through court action, Curbio's willful misrepresentations and other inaccurate statements in the mechanics lien memorandum rendered it null and void under Va. Code §§ 43-15 and 43-23.1.

97. Specifically, in the mechanics lien memorandum, Curbio claimed that Ms. Johnson owed \$130,399.13 for the Services as of October 18, 2023, with interest accruing as of July 11, 2023, even though: (a) Curbio had failed to deliver the Services to the standard it represented and agreed in the Services Contract as of that date; (b) had not completed the Services as of that date (or on any date since, for that matter); (c) under Curbio's own interpretation, Ms. Johnson was not personally liable for the amount allegedly owed until at least November 2023 (i.e., one year from contract signing); and (d) Ms. Johnson was not liable for interest at all under the terms of the Services Contract because she had not defaulted on her obligations.

98. The mechanics lien memorandum also falsely claimed that Curbio had performed "paint, kitchen, kitchen island, flooring, primary bathroom, carpentry, electrical, exterior, HVAC,

and Misc.” work on the home, when in fact it had not performed, and did not intend to perform, those services.

99. Additionally, the mechanics lien memorandum claimed payment for work that had been performed outside of the 150-day lookback period under Virginia law. Va. Code § 43-4. The 150-day lookback prohibits a lien claimant from claiming “sums due for labor or materials furnished more than 150 days period to the last day on which labor was performed or material furnished to the job preceding the filing of such memorandum,” which here would be May 21, 2023 (150 days prior to October 18, 2023). *Id.* Despite this limitation, Curbio’s lien memorandum claimed sums for not only work allegedly performed prior to May 21, 2023, but also work going into the future that it had not yet performed (and that it would not perform in any event).

100. These false statements rendered the mechanics lien defective under at least Va. Code §§ 43-15 and 43-23.1, which render defective and forfeit any right to a lien when a lien claimant willfully includes in the lien memorandum inaccurate information or, with intent to mislead, claims payment for “work not performed upon . . . the property described in his memorandum.”

101. Curbio’s claims as to the work performed on Ms. Johnson’s home were willfully inaccurate and made with the intent to mislead, as it, at a minimum: (1) had received notice from Ms. Johnson on several occasions prior to issuing the lien memorandum that it had performed substandard work, including installing a defective HVAC, failing to perform the promised paintwork, and failing to replace the carpeting in the basement; (2) had already agreed in September 2023, prior to issuing the lien memorandum, that it would pay Woodfin to repair its substandard work in installing the HVAC system; (3) knew that it had not issued a Notice of Completion for the Services it promised to perform; (4) knew from the Services Contract that even

if it had performed the Services, Ms. Johnson was not personally liable for any amounts owed until at least November 2023; and (5) knew that Ms. Johnson was not liable for any interest payments—let alone payments from July 11, 2023—because she had not defaulted under the Services Contract at any time, which was a condition precedent to the imposition of interest under the Contract. Ex. 1 ¶ 10.O.

102. Indeed, Curbio’s own project manager acknowledged on October 12, 2023, six days before Curbio executed the mechanics lien, that the project was “considerably delayed,” and that she would “let everyone [at Curbio] know when we have finished the project.”

103. Despite this warning, Curbio did not wait for Ms. Mikus to confirm completion of the project before issuing the mechanics lien against her property and telling her that she would be personally liable for over \$130,000 for work that Curbio had never performed.

104. By threatening foreclosure and/or to enforce the mechanics lien against Ms. Johnson when it had no right to do so, Curbio induced Ms. Johnson to sign an agreement that purported to strip her of her rights to any relief from Curbio and even her right to warn others of Curbio’s unfair and deceptive conduct, all the while purporting to obligate Ms. Johnson to pay Curbio the full amount for the Services, plus additional costs, when Curbio has left Ms. Johnson’s home in such a condition that she could not sell the home to even pay the amount Curbio claims she owes.

105. Ms. Johnson relied on Curbio’s threats to take away her home and claims that she owed the full amount under the Services Contract when deciding to sign the Payment Plan, and she would not have agreed to the Payment Plan without those threats.

106. As a result of Curbio’s false statements and Curbio’s failure to perform its obligations under the Services Contract, including the Woodfin Amendment, Ms. Johnson has

suffered significant damages, including, but not limited to: (1) the cost to repair and complete Curbio's defective performance; (2) payments she has made to Curbio pursuant to the Payment Plan; (3) the loss in fair market value of her home and the lost equity from Curbio's false claims on the mechanics lien memorandum; (4) the cost of renting hotel rooms; (5) emotional distress from the potential loss of her home and Curbio's refusal to repair its defective work, including sleepless nights, stress, depression, and anxiety; and (6) the exacerbation of her health conditions.

**E. Curbio's Pattern and Practice of Deceiving Consumers**

107. Ms. Johnson is not alone in her experience with Curbio, either. In November 2023, the District of Columbia filed a lawsuit against Curbio based on eerily similar unfair and deceptive practices by Curbio targeted at elderly consumers. In that case, the District of Columbia alleged that, like its treatment of Ms. Johnson here, Curbio "engages in a scheme of deception, intimidation, and fraud that traps District residents—targeting the elderly and financially disadvantaged—into unconscionable contracts, while performing overpriced, substandard work that often takes months—or years—longer than promised."<sup>1</sup>

108. As just one example of Curbio's deceptive practices, the District of Columbia cited the case of an 86-year-old homeowner who entered a \$56,640 contract that Curbio estimated would be completed in 45 days. After exceeding this deadline by over three months, Curbio first claimed the work was completed and rebuffed the homeowners' complaints that the work was in fact incomplete and substandard. After another three months, Curbio recorded a mechanics lien against the property securing the full amount of the contract price despite the work being incomplete.

109. In another example, Curbio entered a \$194,744 contract for work that it estimated would be completed in 14 weeks. Yet, after 22 weeks, Curbio had accomplished only a partial

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<sup>1</sup> <https://oag.dc.gov/release/attorney-general-schwalb-sues-home-renovation>

demolition of the home, rendering it uninhabitable and unsellable. Then, over the course of two and half years, Curbio required the homeowner to sign change orders adding tens of thousands more to the contract price, all the while insisting on payment from the elderly homeowner.

110. These are not just limited examples. Consumer complaints on Curbio's Better Business Bureau profile detail similar deceptive conduct, including charging \$45,000 for paintwork and \$16,000 to power wash the home (which Curbio did not do), then filing a mechanics lien to recoup costs for services that it did not perform.

111. Another consumer on Yelp complained that Curbio promised to complete renovations in 18 weeks (like it did here) but, after dragging out the project for 8 months, stopped working and insisted that she pay for work that was never performed (again, like it did here).

112. Yet another homeowner complained that Curbio required her to sign a contract that, like the Payment Plan here, purported to sign away all of the consumer's rights to take legal action against the company, all the while failing to complete the promised services and leaving her home in disrepair.

113. These examples, which mirror Ms. Johnson's own experience, confirm that Curbio is engaged in a willful business practice of deceiving and trapping unsuspecting homeowners like Ms. Johnson into paying for work that Curbio had no intention of ever performing.

**COUNT ONE**  
**Violations of the VCPA, Va. Code § 49.1-200**

114. Ms. Johnson incorporates the preceding allegations.

115. Curbio violated Va. Code § 49.1-200(A)(5) and 49.1-200(A)(6) by, at a minimum, misrepresenting to Ms. Johnson in its November 2022 "Proposal" that it would deliver "speedy, profit-driven updates" to her home that could result in at least tens of thousands in profits to Ms. Johnson.

116. Curbio further violated Va. Code § 49.1-200(A)(6) when in November 2022, Curbio's employee and agent Ms. Mikus represented to Ms. Johnson that Curbio vetted all of its subcontractors and laborers to ensure they were properly qualified for the work they performed.

117. Curbio's representations regarding the speed of its renovation works were false. Ms. Johnson's home "renovations," alone, have lasted over 66 weeks (or 16 months) and counting, with no end in sight. Even including the estimated 6-7 additional weeks for obtaining building permits, Curbio has dragged Ms. Johnson's project out by at least 40 weeks more than it claimed it would take and has now ceased all work on the home, with no intention to resume.

118. Nor are Curbio's services "profit-driven," as evidenced by its failure to install up-to-code HVAC systems or complete the paintwork and flooring replacements that have left Ms. Johnson's home not only uninhabitable, but also unsellable, depriving her of any of the promised "profit" from Curbio's services.

119. Curbio's representations regarding the vetting and qualifications of the employees and subcontractors performing the Services were also false. As detailed above, Curbio does not have a vetting process and instead intentionally hires unqualified, unskilled laborers and subcontractors to perform work that they have no training, experience, or qualifications to perform.

120. Curbio had no present intent to deliver "speedy" or "profit-driven" services when it provided the Proposal to Ms. Johnson before she signed the Services Contract. Curbio's business practice is intentionally designed to lure unsuspecting consumers into agreeing to upwards of hundreds of thousands of dollars in renovation work on the promise of quick results and higher home values, while in fact relying on unskilled and unvetted subcontractors to deliver substandard and incomplete work that drags the projects out for months on end. Then, when the homeowners can barely live in—let alone sell—their homes, Curbio uses mechanics liens and other instruments

to force homeowners like Ms. Johnson into payment plans for the full amount of the work Curbio never performed.

121. Ms. Johnson relied on the Proposal and the representation that Curbio would deliver high-quality, efficient services that would allow her to sell her home for increased profits when she agreed to sign the Services Contract. As a result of that reliance, Ms. Johnson has suffered actual damages, including the decreased fair market value of her home, the costs to repair and complete Curbio's unfinished and defective work, severe emotional distress, and exacerbation of her health conditions.

122. Curbio further violated Va. Code § 49.1-200(A)(14) when it misrepresented to Ms. Johnson in October 2023 that she was liable for the full amount allegedly owed under the Services Contract regardless of whether Curbio had completed the Services in accordance with the Contract's terms. As outlined above, this statement was false, and Curbio knew of its falsity at the time it made the statement through its employee and agent. Ms. Johnson relied on the statement when she executed the Payment Plan in December 2023, to her obvious detriment, and she has suffered damages as a result, including paying at least \$5,000 to Curbio that she did not owe, emotional distress, and other harms.

123. Curbio's violations of the VCPA were willful. Curbio's entire business is premised on the deceptive conduct described herein and was intentionally designed to lure Ms. Johnson into agreeing to pay Curbio over \$130,000 in return for incomplete and substandard work. Moreover, Curbio's conduct in forcing Ms. Johnson to sign a Payment Plan that both leaves her obligated to pay over \$130,000 to Curbio in the span of a year while purporting to strip her of her right to pursue any claims against Curbio and from speaking publicly about Curbio's deception further confirms Curbio's bad faith intent.



124. Based on Curbio's violations of the VCPA, Ms. Johnson is entitled to actual or statutory damages, treble damages, reasonable attorneys' fees, and costs under Va. Code § 59.1-204. Ms. Johnson is also entitled to injunctive relief enjoining further violations of the Act under Va. Code § 59.1-203(C).

**COUNT TWO**  
**Common Law Fraudulent Inducement**

125. Ms. Johnson incorporates the preceding allegations.

126. Curbio fraudulently induced Ms. Johnson into signing the Payment Plan based on the representations in October and November 2023 that she owed the full amount under the Services Contract and that it could foreclose on or otherwise enforce the mechanics lien against her home if she did not pay that amount.

127. These representations were false. Curbio knew from the terms of the Services Contract, as well as the other delays and defects outlined above and of which it had notice, and its own project manager's acknowledgement that the project was "considerably delayed" in October 2023, that it had not fulfilled its obligations under the Contract and Ms. Johnson was thus not obligated to pay any amounts until the work was completed in accordance with the Contract's terms.

128. Further, when it filed the mechanics lien memorandum and sent a copy to Ms. Johnson in October 2023, and when its representatives relayed to Ms. Johnson through her realtor that Curbio could enforce the lien and take her home, Curbio knew that the mechanics lien was invalid based on its intentional misrepresentations in the mechanics lien memorandum.

129. Curbio also knew that as of the date it claimed Ms. Johnson owed the amounts in the mechanics lien that she was not personally liable for any amounts because Curbio had not completed the Services in accordance with the terms of the Services Contract. Nor had the one-

year period lapsed that would render Ms. Johnson liable even if Curbio had performed the Services as promised. And under no circumstances was Ms. Johnson liable for any interest under the terms of the Services Contract, as she had not defaulted.

130. Curbio therefore knew in November 2023 that it could not foreclose upon or even enforce a valid mechanics lien against Ms. Johnson's property, yet it intentionally and knowingly represented to Ms. Johnson that she would lose her home so that it could obtain her agreement to terms in the Payment Plan that were plainly unfair and unconscionable.

131. Ms. Johnson would not have signed the Payment Plan but for Curbio's representations about her liability for the amounts owed and the threatened loss of her home.

132. Ms. Johnson relied on Curbio's misrepresentations to her detriment, as she wrongly believed that she would lose her home if she did not sign the Payment Plan. Ms. Johnson had no way to know the truth, as she is an ordinary consumer with no specialized knowledge of the legal intricacies of mechanics liens and had received the mechanics lien memorandum purporting to secure over \$130,000 against her home.

133. Curbio knew or should have known that Ms. Johnson was relying on its representations, as she had repeatedly informed Curbio of its defective performance under the Services Contract. Curbio also knew that Ms. Johnson could not afford to lose her home and that by threatening to enforce the mechanics lien that Curbio had falsified, it could therefore get her ascent to the Payment Plan.

134. As a result of Curbio's conduct, the Payment Plan should be rescinded, and Ms. Johnson should be restored to the position she would have been in but for Curbio's fraudulent inducement, including the return of any payments made to Curbio pursuant to the Plan.

135. Ms. Johnson is also entitled to punitive damages for Curbio's willful and bad faith conduct.

**COUNT THREE**  
**Declaratory Judgment under 28 U.S.C. § 2201**

136. Ms. Johnson incorporates the preceding allegations.

137. As outlined above, to the extent the Payment Plan is not rescinded under Count Two, the Payment Plan should be avoided and declared unenforceable under the doctrines of duress and/or unconscionability.

138. It is well established that a threat of immediate foreclosure and loss of one's home unless they sign a contract amounts to duress, which will avoid the contract. *See, e.g., Snyder v. Rosenbaum*, 215 U.S. 261 (1909).

139. As outlined above, Curbio had no legal right to foreclose upon or otherwise enforce the mechanics lien against Ms. Johnson's property when it threatened to do so while claiming she owed the full amount under the Services Contract.

140. Ms. Johnson reasonably believed that the loss of her home was imminent unless she signed the Payment Plan. Curbio had sent her a mechanics lien memorandum purporting to secure over \$130,000 against her home, which stated that "it is the intent of the Claimant [i.e., Curbio] to claim the benefit of [the] lien." This lien followed Curbio's representation that Ms. Johnson was personally liable for all of the amounts claimed as of November 15, 2023. Curbio then threatened to foreclose upon or otherwise enforce the lien against her if she did not agree to the Payment Plan.

141. Ms. Johnson would not have signed the Payment Plan but for Curbio's threat to immediately foreclose upon or enforce the mechanics lien against her property.

142. Curbio intended to use the threatened loss of Ms. Johnson's home to cause Ms. Johnson to sign the Payment Plan. It is Curbio's business practice to lure consumers like Ms. Johnson into services contracts, file a mechanics lien or similar instrument against the consumers' property, and then use the threat of foreclosure or enforcement of the lien to force the consumers into payment plans in which they agree to be personally liable for amounts Curbio is otherwise not entitled to.

143. Ms. Johnson did not have a reasonable alternative but to sign the Payment Plan, as she reasonably believed Curbio had the right to enforce the mechanics lien and force the sale of her property to satisfy the over \$130,000 in alleged debt, plus allegedly mounting interest, if she did not agree to the terms of the Payment Plan offered by Curbio. The Payment Plan was therefore the only means by which Ms. Johnson believed she could save her home of over two decades.

144. Curbio's wrongful threat of foreclosure destroyed Ms. Johnson's free agency and left her with no choice but to agree to the Payment Plan. The Payment Plan should therefore be avoided.

145. Additionally, and alternatively, the Payment Plan is void and unenforceable as an unconscionable agreement.

146. Curbio used its superior bargaining power and false threats to force Ms. Johnson, whom it knew was an elderly woman with limited means, into signing an agreement that both required her to pay Curbio more than even it had previously demanded within the span of a year—over \$130,000 in total—while at the same time stripping Ms. Johnson of her rights to seek remedies for Curbio's defective performance either through a court of law or even a simple warranty request.

147. Worse still, as "consideration" for the so-called payment plan, Curbio used the threatened loss of Ms. Johnson's home to strip her of her right to complain publicly about or even

discuss Curbio's conduct such that she had no recourse even in the public arena to address the numerous issues Curbio created.

148. As written, the Payment Plan thus purported to prevent Ms. Johnson from obtaining relief against Curbio in both a court of law and the court of public opinion, forcing her into silence while Curbio was able to enforce terms that required Ms. Johnson to pay over \$130,000 for services Curbio had not performed and had no intention of completing.

149. At a minimum, Paragraphs 3 and/or 5 of the Payment Plan should be declared unenforceable as unconscionable terms that take away any all rights from Ms. Johnson to seek relief against Curbio for only illusory consideration from Curbio. As outlined above, Ms. Johnson did not owe Curbio any amounts under the Services Contract, so Curbio's purported "consideration" in allowing Ms. Johnson to make payments instead of paying in full was illusory. Curbio used the false premise of this illusory "consideration" to obtain Ms. Johnson's ascent to terms that are plainly unfair and to which no reasonable person would agree if they had been aware of the truth that Curbio hid from Ms. Johnson.

150. Curbio's conduct in coercing Ms. Johnson's agreement to the Payment Plan is part and parcel with its business practice of luring similarly situated elderly homeowners into one-sided and unjust payment plans.

151. Curbio's conduct was intentional, willful, and in bad faith and was designed solely for Curbio's pecuniary and reputational benefit.

152. As a result of Curbio's conduct, Ms. Johnson is left paying for work that Curbio never performed and has no intention of completing at a cost that is vastly overinflated.

153. The dispute and controversy is a justiciable matter that is not speculative, and a resolution by this Court will determine the rights and interests of the parties to the Payment Plan as well as the validity, if any, of the disputed debt with respect to Ms. Johnson.

154. Pursuant to 28 U.S.C. § 2201, there is an actual justiciable controversy, and a declaratory judgment is the appropriate mechanism for resolving the ongoing attempted collection of payments under the Payment Plan.

155. Accordingly, Ms. Johnson seeks a declaratory judgment that the Payment Plan is void and unenforceable under the doctrines of duress and/or unconscionability.

#### **COUNT FOUR**

#### **Breach of Contract and the Covenant of Good Faith and Fair Dealing**

156. Ms. Johnson incorporates the preceding allegations.

157. If the Court rescinds the Payment Plan under Count Two or declares either the entire Plan or Paragraph 3 of the Plan void or unenforceable under Count Three, Ms. Johnson seeks relief against Curbio for breach of the Services Contract and the Woodfin Amendment.

158. The Services Contract is a valid and binding agreement. The Woodfin Amendment is also a valid and binding agreement.

159. As outlined above, the Services Contract required Curbio to provide Services to Ms. Johnson subject to specific terms, conditions, and representations, including that “[a]ll work done under this Contract shall be done in accordance with applicable codes and shall meet or exceed the standards set by the Residential Construction Performance Guidelines of the National Association of Home Builders.” Ex. 1 ¶ 7.A.

160. Curbio also promised to “remove all project debris and leave work areas in a safe and broom clean condition.” *Id.* ¶ 7.D.

161. Curbio breached these promises. At a minimum, as outlined above, Curbio installed a HVAC system with ductwork that lacked insulation and was not of a sufficient size to handle the HVAC unit installed by Curbio. Both of these deficiencies violate applicable codes and the Residential Performance Guidelines of the National Association of Home Builders, as they are incorporated into the Services Contract.

162. Curbio also failed to leave work areas in “broom clean” condition, including leaving many areas unfinished and failing to repair the damaged carpeting in the basement resulting from the defective HVAC system.

163. Curbio further breached the Services Contract by failing to complete the promised Services, including paintwork and flooring replacement, as outlined in the Contract.

164. Curbio breached the Woodfin Amendment. Under the Woodfin Amendment, Curbio agreed to pay Woodfin \$9,285.00 for certain repairs to the defective HVAC system. To date, Curbio has not paid that amount, which has caused Woodfin to cease repair work on the HVAC system.

165. Additionally, Curbio breached the covenant of good faith and fair dealing under the Services Contract.

166. Where a contract affords one party the ability to make discretionary decisions, the implied covenant of good faith and fair dealing limits that party’s ability to act capriciously to contravene the reasonable contractual expectations of the other party.

167. Based on Curbio’s own representations regarding its efficiency and “speedy” work, as well as its representation in the Services Contract itself regarding the estimated timeframe for the work, the parties reasonably expected that Curbio would complete the work within the 18-week timeframe established by the Contract. Curbio breached any discretion it had to exceed that

timeframe by failing to complete the work in a timely manner and now refusing to perform any work at all or to fix the remaining issues. As of the filing of this Complaint, Curbio has dragged out its performance of the Services for over 66 weeks, over three times longer than the time it represented it would take to complete the work. There is also no end in sight, as Curbio has refused to act in good faith to complete the work. As a result of Curbio's delays and failure to address the outstanding incomplete and defective work, Ms. Johnson is left in a home that she cannot sell.

168. Curbio also breached the covenant of good faith and fair dealing with respect to its discretion under the Services Contract to file and record a mechanics lien (Ex. 1 ¶ 10.N). As outlined above, Curbio acted capriciously and in bad faith when it filed a mechanics lien claiming that Ms. Johnson owed over \$130,000, when it knew that it had not completed and would not complete work of that value on her home and that Ms. Johnson was not yet personally liable for any amounts under the Services Contract in any event. As a result of Curbio's bad faith and willfully inaccurate lien, Ms. Johnson has lost equity in her home and cannot sell the home even if it were in a sellable condition without paying Curbio for work it did not perform.

169. Ms. Johnson has suffered harm because of Curbio's breach, including, but not limited to, the lost fair market value of her home, the cost of hotel rentals caused by Curbio's defective HVAC installation, and the cost of repairing and completing the work Curbio has left unfinished.

170. Because of Curbio's breach, Ms. Johnson is entitled to actual and consequential damages. She is also entitled to specific performance of the Woodfin Amendment.

**COUNT FIVE**  
**Intentional Infliction of Emotional Distress**

171. Ms. Johnson incorporates the preceding allegations.



172. As outlined above, Curbio intentionally failed to hire qualified subcontractors to install the HVAC system in Ms. Johnson's home, despite its representation, independent of the Services Contract, that it would do so.

173. When Ms. Johnson informed Curbio of the faulty installation, including the fact that HVAC unit had poor airflow and was sweating considerable water in the basement area that she was forced to live in, Curbio again intentionally sent unqualified and unskilled contractors, while claiming they were "vetted," who repeatedly failed to address the obvious issues with the HVAC system, not least the clear leakage of water from the uninsulated ductwork.

174. In response to Ms. Johnson's pleas that they address the HVAC system, Curbio sided with its unqualified contractors, claiming that there was nothing wrong. It did so even though Ms. Johnson made Curbio aware of her suffering health and inhospitable living arrangements.

175. Even when Curbio agreed to send a contractor of Ms. Johnson's choosing, Woodfin, to assess the issue, Curbio largely ignored Woodfin's recommendations and agreed to pay for only limited repairs. Even then, to this day, Curbio has refused to pay Woodfin, causing Woodfin—the only qualified contractor to address the issue—to in turn refuse to perform additional and necessary work on the HVAC system.

176. As a result of Curbio's intentional refusal to address the obvious issues with its defective HVAC installation, Ms. Johnson has suffered severe emotional distress, including stress, loss of sleep, acute anxiety, and depression. Ms. Johnson has also suffered from exacerbated health conditions and was diagnosed with COPD after being forced to reside in a moldy, hot, and particle-filled environment for months on end. Ms. Johnson has repeatedly sought medical attention for these conditions and has had to change her medical regimen to address the harm caused by

Curbio's willful decision to hire unqualified workers to address what it knew was a pressing issue that threatened an elderly woman's health during some of the hottest months on record.

177. Ms. Johnson was also forced to seek alternate housing arrangements at her own cost due to the inhospitable environment that Curbio allowed to fester.

178. Ms. Johnson's emotional distress and physical symptoms could have been avoided had Curbio responded to Ms. Johnson's complaints and sent qualified professionals. Instead, it chose to dismiss Ms. Johnson and allow her to remain in an environment while it knew her health was deteriorating.

179. Such conduct is outrageous, unconscionable, reckless, and intentional.

180. Ms. Johnson is entitled to actual and punitive damages under Virginia law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff requests statutory, actual, and punitive damages, injunctive and declaratory relief, and attorneys' fees and costs, as pleaded above, against Defendant, as well as for pre-judgment and post-judgment interest at the legal rate, and any other relief the Court deems proper.

**PLAINTIFF DEMANDS A JURY TRIAL.**

Respectfully submitted,  
**PLAINTIFF**

By: /s/ Kristi C. Kelly  
Kristi C. Kelly, VSB #72791  
Matthew G. Rosendahl, VSB #93738  
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*Counsel for Plaintiff*

# Exhibit 1

*\*original*  
*(Final) contract \**



## Virginia Home Improvement Contract # Johnson-VA20221129C2

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### Contractor

Curbio Inc.  
11325 Seven Locks Road  
Suite 200  
Potomac, MD 20854  
**VA License #: 2705170905**

### Homeowner

**Anita L. Johnson**  
804-944-0112  
pollinaye.rva@gmail.com

### Property Address

3112 Griffin Avenue  
Richmond, VA 23222  
Richmond City

### Homeowner's Address

3112 Griffin Avenue  
Richmond, VA 23222  
Richmond City

### Real Estate Agent

Dionne Hopkins  
804-677-6757  
dhawkins@gohtr.com

### 1. Estimated Start Date

Building permits will be submitted approximately 5-7 business days from signing. Building permits are currently averaging 6 weeks. Onsite work will start approximately 5 business days from receipt of building permit.

### 2. Estimated Weeks to Complete

18

### 3. Total Project Cost

\$102,539.65

### 4. Payment Terms

No deposit or progress payments are required. Payment in full is due the **earlier** of: (i) settlement of the sold property; (ii) Contract cancellation or default; or (iii) twelve months from contract signing.

### 5. Scope of Services



Curbio Inc. (the "Contractor") agrees to provide, and Owner agrees to pay for, the included Home Improvement Services, (the "Services"), subject to and in accordance with the terms, conditions, and representations set forth in this Contract.

## **6. Change Orders**

All changes of any kind to the Services must be mutually agreed upon by Contractor and Owner in a written Change Order, reflecting the change in price (if any), the change in Services, the adjusted total contract price, and the adjusted project completion time. The Change Order must be approved by both parties in the Curbio app. Both parties shall approve Change Orders for any work that is identified during the performance of the Services that are required for permit approval, to remain in compliance with required building codes, or to put the home on the market.

## **7. Contractor Obligations and Responsibilities**

A. All work done under this Contract shall be done in accordance with applicable codes and shall meet or exceed the standards set by the Residential Construction Performance Guidelines of the National Association of Home Builders.

B. All materials provided under this Contract, shall be new and as specified, other than materials that are specifically selected and noted for vintage use. Contractor may, in its sole discretion, change or substitute similar looking materials of like kind and quality. All surplus materials, other than materials left for future maintenance, repairs, or touch-up work, shall remain the property of Contractor.

C. Contractor will secure all permits required to complete the Services, at the expense of Owner. All permit fees are additional and will be added to the final Services amount. Any permit or drawing fees more than 5% of the total project cost will be reviewed and approved by the Owner in advance.

D. Contractor will conduct all project work from Monday through Saturday between 8am and 6pm, unless permitted to work additional hours at the sole discretion of the Owner. Contractor will remove all project debris and leave work areas in a safe and broom clean condition.

E. Contractor will use reasonable commercial efforts to complete the Services by the estimated due date. Contractor is not responsible for delays caused by Owner, permitting offices, lack of property access, shortages of labor or materials, governmental laws, regulations or restrictions, inclement weather, or any other causes which are beyond the reasonable control of Contractor. Any delays in the actual completion date will not be deemed a material breach of Contract.

F. Contractor may provide historical data on the profitability of prior projects, based on information provided to us by licensed real estate agents. Contractor is not a licensed real estate expert, and makes no predictions, representations or guarantees of any kind related to the value of homes, either "as-is" or after repair, or the impact that our Services may have on the value or final selling price of any homes. Owner agrees to hold Contractor harmless for any reliance on such information.

## **8. Homeowner Obligations and Responsibilities**

**Until such time as all amounts owed by Owner to Contractor are paid in full, Owner agrees to:**

A. be contractually represented by a licensed real estate agent (the "Listing Agent") of Owner's choosing without interruption.

B. complete any required pre-requisite work or third-party home improvement work prior to Contractor's first scheduled work on-site, and then to refrain from any further Home updates, improvements, construction, or major repairs, either directly, or indirectly through contractors or agents, other than Contractor.

C. provide Contractor access to the Home during Contractor's stated work hours, without delay or interruption.



D. instruct Listing Agent to list the Home for sale on the Multiple Listing Service ("MLS") no later than five (5) business days from completion of the Services, and to keep the Home listed for sale continuously from the date upon which it is first listed on the MLS.

E. expressly authorize and direct Listing Agent to provide Contractor with details on any potential sale of the Home including any conversations related to the sale of the Home, any oral or written offers to purchase the Home, copies of any Purchase and Sale Agreements and the name and contact information of the settlement and escrow company conducting the sale.

F. authorize and direct the settlement and escrow company conducting the sale of the Home to request the final Contractor invoice for Services in accordance with this Contract and to remit the balance due in full to Contractor. Owner shall also authorize and direct Contractor and Listing Agent to submit a copy of Contractor's invoice to the settlement company conducting the sale of the Home.

G. refrain from soliciting for hire, directly or indirectly, any of Contractor's employees or contractors.

## **9. Contract Cancellation**

A. Owner understands that this agreement is being signed online at Contractor's place of business. In the event Owner wishes to cancel the Services prior to completion, Owner agrees to pay Contractor for all Services performed, including all planning, consulting, sourcing, permitting, or other activities performed prior to beginning work on-site, all work performed on-site, all materials ordered, regardless of delivery status, and all other activities required in preparation to deliver the Services.

B. Owner further understands and accepts the following cancellation fees as a fair, reasonable, and accurate estimate of Contractor's work completed based on date of the cancellation request, and agrees to pay such fees at the time of contract cancellation:

- a. Prior to the end of the third full business day after signing: 0% of the total contract value
- b. Prior to beginning any on-site construction work: 25% of the total contract value
- c. Prior to 3/2/2023: 75% of the total contract value
- d. After 3/2/2023: 100% of the total contract value

## **10. General Terms**

A. Homeowner agrees to maintain homeowner's insurance to cover the full replacement cost of the after-repair value (the "ARV") of the Home as stated in this Contract, continuously from the date of this Contract until Contractor has been paid in full for the Services. Owner further agrees to provide Contractor with proof of said insurance within five (5) business days of a request from Contractor.

B. In the event any casualty reduces the ARV of the Home as of the date of this contract, any payment paid by an Insurer shall be property of Contractor, up to the amount due and owing to Contractor for the Services rendered hereunder, unless Owner otherwise pays in full for Contractor's services. In the event a casualty event takes place which substantially damages the Home, Contractor may, at its option, terminate this Agreement and be paid directly from any payment from the Insurer for the amount due and owing to Contractor for the Services rendered.

C. Homeowner agrees not to allow any voluntary liens, mortgages, or other encumbrances to be placed on the Home without Contractor's prior written permission, and to immediately notify Contractor if any involuntary liens or other encumbrances are placed on the Home.

D. Owner represents and warrants that they own the property at which the Services are to be rendered and that Owner has the legal right to transfer ownership of the property.

E. Owner represents and warrants that they are not currently in bankruptcy nor are there any pending bankruptcies as of the date of this Contract.



F. Owner understands and agrees that Owner is responsible for total amounts due Contractor under the Contract, regardless of any potential insurance or third-party payments.

G. To the best of Owner's knowledge, no improvements were made to the Home without first obtaining the applicable building permits and other approvals required. Contractor assumes no responsibility or liability for prior work on the Home, materials or labor below Contractor's standards, lack of required permits, licenses or approvals, or non-adherence to applicable building codes or zoning restrictions. If additional work is required to correct any of these defects to properly complete the Services, Owner shall approve a Change Order authorizing Contractor to perform the services necessary to bring the Home into compliance with all codes and building permits necessary to complete the Services.

H. Consumer is hereby notified of the existence of the Virginia Contractor Transaction Recovery Fund. The Virginia Contractor Transaction Recovery Fund provides relief to eligible consumers who have incurred losses through the improper and dishonest conduct of a licensed contractor. More information on the Fund or filing a claim can be obtained by visiting [http://www.dpor.virginia.gov/Boards/Contractors\\_Recovery\\_Fund/](http://www.dpor.virginia.gov/Boards/Contractors_Recovery_Fund/) or by contacting the Board for claim information at the following address:  
Recovery Fund Office | DPOR  
9960 Mayland Drive, Suite 400  
Richmond, VA 23233  
(804) 367-1559  
Email: [RecoveryFund@dpor.virginia.gov](mailto:RecoveryFund@dpor.virginia.gov)

I. Any actions taken by Contractor shall not be construed as a waiver of any provision of this Contract.

J. Contractor agrees that it shall maintain commercial liability insurance covering personal injury in an amount of not less than \$1,000,000 and property damage in an amount of not less than \$1,000,000 and shall maintain the same throughout the course of performing the Services under the Contract.

K. To the best of Owner's knowledge, the Home does not contain lead-based paint. If Contractor encounters lead-based paint, asbestos, polychlorinated biphenyl (PCB), radon, or any other hazardous material, Owner shall pay Contractor for the testing, removal, disposal, or rendering harmless of such material. Owner agrees to hold Contractor harmless as to any liability resulting from such material.

L. No claims for compensation or damages shall be made by Owner unless Contractor is notified in writing of such claims within thirty (30) days from the Notice of Completion. Any claim shall list the specific deficiency and date of discovery, along with a digital image of the defect. If any such claims are valid, Contractor's sole liability shall be limited to the reasonable cost of correcting the defect. Additionally, Contractor shall not be responsible or liable for any claims of indirect or consequential damages arising therefrom, including mortgage payments, home expenses, or fluctuations in residential real estate values. Contractor shall have an absolute right to return to the Home to perform remedial repairs during Contractor's regular business hours. If Owner refuses to allow Contractor to return for these purposes, Contractor shall be excused from further performance and deemed to have completely performed the Contract in a satisfactory manner.

M. Contractor may pay for the cost of certain third-party Vendor Services at Owner's request. These Vendor Services shall be itemized in the Services. Contractor has no specialized knowledge concerning Vendor Services. Contractor has not made any representations to Owner or Listing Agent regarding the Vendor Services provided. Owner agrees that it shall not hold Contractor liable for any acts of Vendors including breach of contract, property damage, personal injury, or other damages. Owner hereby acknowledges and agrees that Contractor is not responsible for Vendor Services and does not warrant Vendor's work.

N. Contractor reserves the right to file and record a mechanic's lien ("Lien") against the Home in the county where the Home is located. Contractor agrees to release the Lien concurrent with payment in full of the balance owed under this Contract. Contractor agrees to formally release the Lien with any reporting agencies within ten (10) days from receipt of full payment.

O. The failure of Owner to adhere to any of the terms of this Contract will constitute an act of default. In the event of default, in addition to other rights specified in this Contract, an administrative fee of \$1,000 will be added to the Services, along with monthly interest on any unpaid balance at the rate



of 18% per annum. Owner agrees to pay all outstanding amounts due plus counsel fees and costs of litigation, which include but are not limited to filing fees, expert witness fees, arbitration fees, mediation fees and process serving fees. Contractor shall be entitled to sue for breach of contract, in addition to any additional legal action available to remedy the default.

P. This Contract shall be binding on the Parties, their respective heirs, representatives, successors, and assigns. It is expressly agreed between the Parties that this is the only Contract executed by them and no other Contract, whether express, implied, oral, or written, exists. Any subsequent modifications or additions to this Contract must be in writing and signed by the Parties hereto.

Q. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

R. This Contract shall be governed by the laws of the State of Virginia.

**11. OWNER AND CONTRACTOR AGREE TO ACT IN GOOD FAITH TO FACILITATE COMPLETION OF THE SERVICES AND SALE AND SETTLEMENT OF THE HOME IN A TIMELY MANNER.**

**IN WITNESS HEREOF, the Parties set their signatures as of the date set forth below.**

**Curbio Inc.:**



**James Bruno**  
**Title: Licensed Contractor/Salesperson**

**Owner(s):**

*Anita L. Johnson*

**Anita L. Johnson, signed 11/30/2022**

Consumer is hereby notified of the existence of the Virginia Contractor Transaction Recovery Fund. The Virginia Contractor Transaction Recovery Fund provides relief to eligible consumers who have incurred losses through the improper and dishonest conduct of a licensed contractor. More information on the Fund or filing a claim can be obtained by visiting [http://www.dpor.virginia.gov/Boards/Contractors\\_Recovery\\_Fund/](http://www.dpor.virginia.gov/Boards/Contractors_Recovery_Fund/) or by contacting the Board for claim information at the following address:

Recovery Fund Office | DPOR  
9960 Mayland Drive, Suite 400  
Richmond, VA 23233  
(804) 367-1559



Email: RecoveryFund@dpor.virginia.gov

Consumer (Owner) is hereby notified of the existence of the Virginia Contractor Transaction Recovery Fund. The Virginia Contractor Transaction Recovery Fund provides relief to eligible consumers who have incurred losses through the improper and dishonest conduct of a licensed contractor. More information on the Fund or filing a claim can be obtained by visiting [http://www.dpor.virginia.gov/Boards/Contractors\\_Recovery\\_Fund/](http://www.dpor.virginia.gov/Boards/Contractors_Recovery_Fund/) or by contacting the Board for claim information at the following address: Recovery Fund Office | DPOR | 9960 Mayland Drive, Suite 400 | Richmond, VA 23233 | (804) 367-1559 | Email: RecoveryFund@dpor.virginia.gov



## Curbio Limited Warranty on Workmanship

**One Year Limited Warranty:** Labor and Materials provided by Contractor are warranted for one year (five years for roofs) for deficiencies in design and construction only. Damage caused by any Owner, third parties, or natural forces is specifically excluded.

**Warranty on Workmanship Only:** This warranty is limited to Contractor's workmanship. Any warranties on products and materials used by Contractor are limited to manufacturers' warranties.

**Manufacturer's Warranty:** Notwithstanding any other provision in this contract, in the event a product installed by Contractor is covered by a manufacturer's warranty, Owner will be responsible for any labor charge incurred to remove and reinstall the product or material covered by this warranty.

**Disclaimer of Warranty:** To the extent permitted by law Contractor specifically disclaims any and all implied warranties (either in fact or including, but not limited to, any implied warranties of particular purpose or any of dealing, custom or usage of trade. Agreement provides in material part for the provision of services, not the sale of goods).

**Punch Out List:** Upon completion of the job, Owner must exercise due diligence to inspect the work and raise any concerns about construction services provided. If requested, a walkthrough must be scheduled within 24 hours of completion, and before any use of the space. If the owner fails to do a walkthrough, the representative will do the walkthrough. Any additional walkthroughs will require a \$350.00 payment in advance. Contractor will make any corrections necessary. Thereafter, any issues will be handled as a Warranty claim. The project shall be complete when the Contractor has substantially performed all of its obligations under this Agreement. Owner may prepare a "punch out list" (a list of work needed to finalize the home improvement services rendered).

**Replacement Materials:** Materials used by Contractor may not be available after the job is completed. Owner has the responsibility for retaining any surplus materials left by Contractor at Contractor's sole discretion, if any, for future repairs. If the materials are not available during the warranty period, Contractor reserves the right to use materials which it deems similar to the materials originally installed.

**Additional Terms:** Contractor warrants that all materials and labor supplied by Contractor will be of new and standard quality, free of defects and will be installed or applied according to the RESIDENTIAL CONSTRUCTION PERFORMANCE GUIDELINES, 5th edition 2016 as outlined by the NAHB, unless stated otherwise in this Contract. Labor and materials as outlined in this agreement or signed proposal are guaranteed for a period of 1-year Labor and any products, materials fixtures stock materials, equipment shall be as provided by the individual manufacturer or supplier and not by Contractor. Contractor reserves the right to repair, replace, or pay reasonable sums in order to affect those repairs to any mutually acknowledged deficiencies (based on the NAHB standards) both during the construction process and the warranty period. Contractor shall not be liable for special, indirect, or consequential damages, and liability hereunder is limited to replacement or correction of defective materials or labor provided under this Contract. Contractor shall not be responsible for work done or repairs made by others for any reason. Contractor is not responsible for any cracking from settling, any damages made by others, damages due to bad maintenance of the product. Contractor is not responsible for cracks caused by poor climate control. Contractor is not responsible for shrinkage on cabinets, ceramic joints, or wood products shrinkage on solid panel cabinetry doors, interior house doors, and hardwood floors etc., caused by any reason. All materials claims must be through the manufacturer and not through Contractor. Owner/s must register all products with their manufacturers so they can have an active warranty per Manufacturer. Any labor required repairing manufacturer defects, product failure, or any labor that is not covered under the warranty will be charged at Contractor's normal labor rates or a fixed price agreed on by the parties. If any party other than Contractor modifies, repairs, or otherwise affects Contractor's work, this Warranty for the entire project will be cancelled. Owner is responsible for maintaining and sealing products as necessary. If Contractor is

requested by Owner to perform on-site warranty service and it is determined that warranty work is not contractually required, a fee of \$150 per man hour must be paid by Owner. This fee is inclusive of Contractor's travel time.

**Assignment:** This Warranty may be assigned to new Homeowners at the time of Sale. However, at assignment, the time period remaining on this Warranty shall not be extended.





## Home Improvement Proposal - B02

11/30/2022

**Homeowner Name:** Anita L. Johnson

**Property Address:** 3112 Griffin Avenue, Richmond, VA 23222

**Agent Name:** Dionne Hopkins

**Project Total:** \$102,539.65

**Prices Quoted Good Through:** 12/9/2022

*Permit and inspection fees, if any, are not included in bid total and will be added to the final project invoice.*

*Your project will require a building permit, which should take approximately 6 weeks to secure. Please note that 6 weeks is an estimate and permitting times may vary by jurisdiction depending on volume and processing speed of your local permitting office. As a result, we expect to complete your full project, including permits, in 18 weeks.*

### Project Overview

#### Paint

Paint walls, ceilings, interior doors and window/door casing/baseboard w/ 2 coats of paint, fixing hairline cracks and small holes. One primary wall color + one trim color. Basic outlet covers and switch plates included.

Paint 45' of crown molding in main level sitting room up to 5"

Paint 45' of chair rail in main level sitting room

Prep and paint 15 stair risers to match interior trim color at main floor stairwell

Prep and paint both sides of exterior kitchen back door

Paint three (3) radiators throughout home

**Subtotal: \$11,566.02**

#### Kitchen

Remove and dispose of kitchen cabinets hanging above range

Install 3 linear feet of hanging kitchen cabinets with crown molding above range. Includes door knobs/pulls.

Prime and paint ten (10) kitchen cabinet doors and face frames - existing cabinets are stained/exposed wood/laminate

Prime and paint seven (7) kitchen cabinet drawers and face frames - existing cabinets are stained/exposed wood/laminate

Replace kitchen faucet

Add new 20 AMP appliance circuit breaker to existing electrical panel for over-the-range microwave. Route, secure and connect wiring from breaker to receptacle.

### Appliances

Install over-the-range 30" microwave in stainless steel

Install counter depth 36" stainless steel side-by-side refrigerator with water/ice on front; excludes removal and disposal

Install 30" freestanding stainless steel electric range; excludes removal and disposal

**\$4,827.88**

**Subtotal: \$10,735.75**

### Kitchen Island

Install six (6) linear feet of base cabinets with crown molding. Includes door and drawer knobs/pulls.

Supply and install 18 sqft of templated granite kitchen countertop

Supply and install new GFCI outlet (includes running new line to existing circuit, up to 40') in island

**Subtotal: \$5,237.78**

### Flooring

Deep clean kitchen flooring tile and grout (204 sqft)

Buff or polish all presently existing second and third floor hardwood floor to restore shine (1127 sqft) (Note: This will not remove stains)

Remove and dispose of 386 sqft of carpeting in basement recreation room and secondary room

Install 386 sqft of 28-30 oz. carpet and 6lb. padding in basement rec room secondary basement room. Includes moving and replacing standard furniture with items on furniture already removed by homeowner. Excludes extra-heavy items such as pool tables, non-rolling pianos, or anything weighing more than 200lbs.

**Subtotal: \$4,857.19**

### Primary Bathroom

Demo large bathroom between 50-80 SF

Relocate up to 10 linear feet of plumbing waste and water lines for a shower and toilet under wood subfloor - fixture is moving, waste/water lines in room

Relocate waste and water line for sink/vanity

Install vinyl tile/plank (LVT/LVP) in a bathroom up to 60 sq ft



Install paint-grade interior baseboard up to 5"

Replace standard height 2-piece toilet

Install custom tile shower pan (up to 16 SF) connected to existing drain, 1-handle shower valve assembly, and shower head to existing plumbing, and install ceramic wall tile surround in a staggered or stacked pattern with glass corner shelf.

Install 60" - 72" hinged framed glass shower door - does not include panels

Install vanity with 48" vanity cabinet w/top and faucet

Replace existing bathroom mirror with framed mirror up to 24" W x 36" H

Relocate and replace vanity light fixture in same room up to 20 feet

Relocate GFCI electrical outlet/switch up to 10 feet

Replace bathroom accessory kit

Replace bathroom exhaust fan cover

**Subtotal: \$23,611.51**

## Carpentry

Remove and dispose of 10' of tall kitchen cabinets where wall to be removed

Remove and dispose of kitchen interior wall (where tall cabinets presently exist (10 linear feet) and primary bathroom wall for new doorway (7 linear feet) (assumes non load bearing and free from ducts, pipes and wiring)

Relocate (3) electrical outlet/switches up to 10 feet

Build 9' of 2X4 framed, drywalled, finished and base trimmed 8-9 ft. high wall with electrical outlets per code at former primary bathroom door (3 linear feet) and new basement room creation (6 linear feet). Paint not included.

Install one (1) pre-hung, 6-panel hollow-core interior door with door knob (privacy, passage or dummy depending upon location) and door trim at new basement room.

Replace damaged drywall in laundry room under stairs - hung, finished, floated and ready for paint in same location (small projects)

Reinstall primary bathroom door interior trim (baseboard, casing) (labor only)

Install 6-panel, hollow-core interior door slab, door hinges and door knob (privacy, passage or dummy depending on location) for primary bathroom entry

Install closet shelf, bracket, pole and socket up to 8 ft in upstairs blue bedroom closet (1)

Install white metal rod and matching sockets for foyer closet up to 6'

Install two (2) wood shelves, up to 4' wide in laundry room

**Subtotal: \$8,389.22**

## Electrical

Replace twelve (12) recessed light trims with LED recessed light and trim in kitchen (8) and primary bathroom (4)

Replace kitchen ceiling fans (2) and foyer light (1) with pendant lights

Remove ceiling fixture and replace with surface mount light in sunroom

Add new lighting circuit at front deck ceiling for new fan. Route and secure wiring in wall/ceiling to new switch location. Includes up to 75 feet of wiring and 1 switch. Install and connect new breaker in existing electrical panel

Install one (1) new ceiling fan at front deck ceiling up to 54" diameter

Cap off low-voltage, 110 or 220 volt electrical source - (4) baseboard radiators

**Subtotal: \$4,816.99**

## Exterior

Replace front exterior deck boards with pressure-treated wood boards (up to 140 sqft)

Pressure wash and paint back deck boards (up to 30 sqft) (2 coats)

Pressure wash and paint back deck railing (up to 32 linear feet) (2 coats)

Replace exterior deck boards with pressure-treated wood boards (12 sq ft on (3) steps)

Remove and dispose of portable A/C window or in wall unit at main stairwell window (1) and in basement (1).

Replace one (1) standard size (up to 12 SF) white vinyl double hung window where A/C window unit removed on left side of home

**Subtotal: \$5,849.30**

## HVAC

Install new HVAC gas furnace and outside condenser unit with new supply and return ductwork, filter and box, tubing, thermostat, supply and return register(s) grills for system up to 2000 square foot home.

Demo and dispose of boiler. Includes draining system but leaving pipes in place. Does not include removal of radiators.

**Subtotal: \$20,856.00**

## Misc.

Sand, stain and double clear coat main stairwell banister; 20'

Replace front exterior door lockset and door hinges with similar lockset (2 point or 3 point)

Replace weatherstripping on front (1) and back (1) exterior doors. Assumes no painting needed.

Replace 40 gallon gas hot water heater, including 2 gallon expansion tank

Replace standard height 2-piece toilet in basement bathroom

Install 18"- 24" pedestal sink with faucet in basement bathroom

Deep clean 75 SF of grout in basement bathroom

**Subtotal: \$6,619.89**

**License Number: 2705170905**



# Exhibit 2



**PAYMENT PLAN AGREEMENT**

This PAYMENT PLAN AGREEMENT (hereinafter "Agreement") dated December 12, 2023 (the "Effective Date"), is between Curbio Inc., a Delaware corporation whose address is 11325 Seven Locks Road, Suite 200, Potomac, MD 20854 ("Curbio") and Anita L. Johnson ("Owner") and is related to home improvement work performed at 3112 Griffin Avenue, Richmond, VA 23222 (the "Property").

WITNESSETH

WHEREAS, Curbio and Owner (individually a "Party" and collectively the "Parties") entered into and are currently bound by their written agreement for certain renovations to the residential property located at the Property, dated November 30, 2022, and identified as Johnson-VA20221129C2 (the "Contract");

WHEREAS, Pursuant to the Contract and Change Orders approved by Owner, the principal total project cost under the Contract is \$130,399.13 ("Principal Amount").

WHEREAS, Pursuant to the terms of the Contract, payment in full is due at the earlier of: (i) the sale of the property; or (ii) twelve months from contract signing.

WHEREAS, as of the Effective Date, Owner has not sold the Property and more than 12 months have elapsed since May 6, 2022.

WHEREAS, Owner has failed to pay Curbio in full and as of the Effective Date, Owner owes to Curbio the total amount of \$130,399.13.

WHEREAS, Owner has requested a payment plan to pay Curbio the Principal Amount in full over an agreed upon term and in agreed upon payment amounts, to avoid Curbio taking legal action against Owner.

NOW THEREFORE, the Parties agree as follows:

1. Owner will pay Curbio the Principal Amount as follows:
  - a. \$5,000.00 on or before January 5, 2023, via wire transfer pursuant to the instructions below.
  - b. On the 5<sup>th</sup> of each subsequent month, beginning on February 5, 2024 and ending November 5, 2024, the amount of \$1,000.00 is due, which shall also be paid via wire transfer pursuant to the instructions below.


(866) 887-1272 | [curbio.com](https://curbio.com)





- c. On or before December 5, 2024, the remaining balance of the Principal Amount in the amount of \$116,399.13 is due, which shall also be paid via wire transfer pursuant to the instructions below.
- 2. **Acceleration Upon Default.** In the event that Owner fails to timely make any of the payments required under this Agreement when due, Curbio reserves the right to demand full and immediate payment of the Principal Amount, less any payments previously made.
- 3. As consideration for this Agreement, Owner hereby releases and forever discharges Curbio from any and all claims including warranty claims, causes of action, liabilities, and losses of whatever nature which Owner had in the past, has now, or may have in the future against Curbio which arise from or are in connection with the Contract.
- 4. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements through and including any appellate proceedings, in addition to any other relief to which such party may be entitled.
- 5. As further consideration for this Agreement, Owner shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Curbio or its affiliates or their respective businesses, or any of their respective employees, officers, and existing and prospective customers, suppliers, investors, and other associated parties.
- 6. Any modifications to this Agreement must be in writing and signed by both Parties.

In witness whereof, the Parties to this Agreement, intending to be legally bound by the terms set forth herein, have caused themselves or their proper and duly authorized representatives to execute and deliver this Agreement as of the Effective Date.

DocuSigned by:  
  
 20061B0609046D...  
 Caroline Tucker, Corporate Counsel  
 Curbio Inc.

12/12/2023 | 12:44 PM EST  
 \_\_\_\_\_  
 Date

DocuSigned by:  
  
 A9990B47D2164EF...  
 Anita L. Johnson

12/12/2023 | 9:14 AM EST  
 \_\_\_\_\_  
 Date





**Payment Instructions:**

Personal checks are **not** accepted. Please reference **one** of the following in the description field when payment is transmitted:

- 1) Curbio Contract Number (Johnson-VA20221129C2)
- 2) Owner's Name
- 3) Property Address

*Send wire transfers to:*

**Account Name: Curbio Inc.**

**Account Number:** [REDACTED]

**Routing Number:** [REDACTED]

**Bank Name:** [REDACTED]

**Bank Address:** [REDACTED]





**Certificate Of Completion**

Envelope Id: 0D6446B201FD4EAE9C02F0022AAEA235	Status: Completed
Subject: Complete with DocuSign: Johnson, Anita - Payment Plan Agreement	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Curbio Compliance
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	11325 Seven Locks Road, Suite 200
	Potomac, MD 20854
	compliance@curbio.com
	IP Address: 100.16.223.185

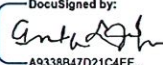
**Record Tracking**

Status: Original	Holder: Curbio Compliance	Location: DocuSign
12/12/2023 9:04:57 AM	compliance@curbio.com	

**Signer Events**

Anita L. Johnson  
pollinaye.rva@gmail.com  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
A9338B47D21C4EF...

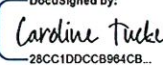
**Timestamp**

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Viewed: 12/12/2023 9:11:07 AM  
Signed: 12/12/2023 9:14:44 AM

Signature Adoption: Drawn on Device  
Using IP Address: 141.152.28.95  
Signed using mobile

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Caroline Tucker  
ctucker@curbio.com  
Corporate Counsel  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
28CC1DDCC8964CB...

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Viewed: 12/12/2023 12:43:59 PM  
Signed: 12/12/2023 12:44:14 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 198.72.155.37

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Dionne Hawkins  
dhawkins@htrsi.com  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 12/12/2023 12:44:15 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	12/12/2023 9:09:20 AM
Certified Delivered	Security Checked	12/12/2023 12:43:59 PM
Signing Complete	Security Checked	12/12/2023 12:44:14 PM
Completed	Security Checked	12/12/2023 12:44:15 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Anita Johnson

(b) County of Residence of First Listed Plaintiff Richmond (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Kristi C. Kelly, Andrew J. Guzzo, Casey Nash, J. Patrick McNichol, and Matthew Rosendahl, Kelly Guzzo, PLC 3925 Chain Bridge Road. Ste. 202 Fairfax, VA 22030 / (703) 424-7570

DEFENDANTS

Curbio, Inc.,

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Motor Vehicle, Personal Injury, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1332. Brief description of cause: Violations of the Virginia Consumer Protection Act, breach of contract, and tort

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 02/29/2024 SIGNATURE OF ATTORNEY OF RECORD /s./ Kristi C. Kelly

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE