

**IN THE MAGISTRATE COURT OF BULLOCH COUNTY
STATE OF GEORGIA**

MO FLO LLC
1267 NORTHSIDE DRIVE EAST

STATESBORO, GA 30458
DBA: FLOORS OUTLET

) Case # : 2022-11739CS
)
)
) Defendants' Answer

Plaintiff

VS
WILHELMINA ALEXANDER
204 HIGHLAND RD

STATESBORO, GA 30458
Defendants

DEFENDANTS' ANSWER

Summary of Facts

1. Wilhelmina Randtke and Edwin Alexander signed a contract with Floors Outlet as company and Brian McDonald as contractor on April 9, 2022 for flooring installation at 204 Highland Rd. and supplies for \$16,716.44 total with half due at signing and half due two days after install. The contract is attached as Exhibit A "Contract between Edwin Alexander as customer and Brian McDonald as Contractor using name Floors Outlet". Floors Outlet took a down payment of \$8,159.72 on April 9, 2022, with the balance due two days after installation is complete. The cashed check is attached as Exhibit B "Cashed check written April 9, 2022 by Wilhelmina Randtke to Floors Outlet". Floors Outlet is either a sole proprietorship owned by Brian McDonald or a partnership owned by Brian McDonald, Prince Preston, and Randy Childs. Mo Flo LLC is not involved, or is a subcontractor or materialman of Floors Outlet. During March and April 2022 and at all times since, Brian McDonald represented himself as the owner of Floors Outlet. In March and April 2022 he stated that he was a licensed general contractor through his "partner at 440 Matthews Rd." Lamar Construction is license no. RLCO001318 and is associated with 440 Matthews Rd., but is not a partner and rather occupied the space before Contractor Wholesale Floors which is Prince Preston's business.

2. From April 9, 2022 to May 20, 2022, we contacted Brian McDonald regularly regarding starting work. On May 20, 2022, Brian McDonald said that Floors Outlet was ready to schedule, and we said that they could be in at any time. Floors Outlet subcontracted all work to "Shannon Warren's company". "Shannon Warren's company" or its subcontractors was in 204 Highland Rd. May 23-28, and May 31. On May 23, Brian McDonald came and viewed the slab after previous flooring had been removed, and told

Wilhelmina Randtke that it was smooth and flat and the install would be straightforward. From May 23-26 Caleb Warren and one other man worked. Caleb Warren who had been subcontracted by "Shannon Warren's company" to lay the tile explained that he was leaving to go to his brother's wedding in Colorado, was flying out May 29, and needed money for the trip.

3. Starting May 23 through May 26, Caleb Warren requested Wilhelmina Randtke pay him for work as he completed it at a rate of \$700 per day. Wilhelmina Randtke referred him to Floors Outlet regarding payment as Floors Outlet had subcontracted to Caleb Warren and she explained that the terms of the contract were for her to pay to Floors Outlet and to pay within 2 days of the install being completed, but that Floors Outlet's payments to him were between him and Floors Outlet.
4. As of the morning of May 27, about half the tile had been installed. On May 27, approximately eight men working for Caleb Warren were at 204 Highland Rd. Brian McDonald came on May 27 and viewed work. This resulted in a dispute over workmanship and Caleb Warren yelling at Brian McDonald that the house was the "most goddamned crooked house I've seen in my life" and the slab was the "most goddamned crooked slab I've seen in my life". This was maybe 15 to 30 minutes of yelling and altercation with threats. Brian McDonald has repeatedly told us that on May 27, following this altercation, he wrote a single check for all installation services to "Shannon Warren's company", although we have never been shown proof that Floors Outlet paid the subcontractor. About half the tile was laid in a single day on May 27. Most of the damage to walls was done May 27, including smearing grout on walls in every room and breaking a large hole in the drywall in the dining room. All damage to the porch was done on May 27, as before that the installers had mixed thinset in the house, but on May 27 instead mixed thinset on the porch. One of the installers told Wilhelmina Randtke that the sofas "would make a nice bonfire". On May 28, Caleb Warren came with one other man and finished laying tile in the last room and attempted to complete grouting throughout the house.
5. Grout was partially done in each room, but never completed in any room. Grout has large holes and gaps throughout the house, and color is inconsistent. Tiles were laid badly with tiles broken into pieces before installation and the broken pieces installed next to one another to make a square, tiles laid crooked to the floor (lippage) such that the floor is uneven to walk on and furniture rocks rather than resting flat, and all cuts were made with an angle grinder rather than a wet saw such that edges are jagged and broken rather than cut. Additionally, other parts of the house were damaged. The installers ripped chunks off the kitchen cabinets, placed the refrigerator ice try in the sink and dumped flooring stuff in it, smeared grout on the walls in every room, drizzled thinset on a brick porch and splattered thinset onto brick siding, damaged the washing machine hookup which made it necessary for us to hire a plumber, when they reinstalled doors did not replace hinge doorstops resulting in putting a doorknob through a wall, and smeared thinset on furniture requiring extensive clean up. A house inspection from

December 2021 does not note holes in walls, shows walls in good condition, and does not note any problems with the washing machine hook up. The December 13, 2021 house inspection is attached as Exhibit C. "Inspection Report, December 13, 2021, 204 Highland Rd."

6. Wilhelmina Randtke worked from home on May 23 and 27, but was in the office on other days and came back to check on things during lunch break. Installers left all tools in 204 Highland Rd. each night. The tools they brought to use were a big electric stirrer to mix thinset, a bucket to mix thinset, scrapers to remove flooring, an angle grinder to cut tile, and a fully manual metal rail tile cutter. The installers never used any wet saw and never brought a wet saw to the site. On May 27, Wilhelmina Randtke saw the installers cut tile using an angle grinder on the porch while one man held both the tile and the angle grinder and another held the garden hose and dripped water onto the blade during cutting. The outlet on the porch does not have GFCI on it.
7. On May 28, Caleb Warren attempted to reconnect the washing machine and the refrigerator which he had disconnected on May 23. Following this, Wilhelmina Randtke noticed that the washing machine hookups dripped. On May 30, Edwin Alexander purchased a water shut off key. See Exhibit D, Water Shut Off Key Pricing, and Exhibit E, Credit Card Statement Showing Purchase of Water Shut Off Key. On June 1 we had Hudson Plumbing to the house with the primary reason for the visit being to repair the broken washer hookup. Exhibit F is the Hudson Plumbing Receipt for Repair of Damaged Washer Hookups.
8. On May 31, Jose of Jose's Flooring in Vidalia came to install quarterround. Exhibit G is Jose's Flooring's business card. He said that he had been subcontracted by Shannon Warren. He said that he could not properly install the quarterround because of the amount of grout and thinset caked onto the baseboards, and because the jagged edges of the tile prevented quarterround laying properly on the floor. He told Edwin Alexander that we would have to clean up and then caulk and that he did not have proper tools to try and get the grout off the baseboards and had not been paid for the extensive clean up that would be needed. He said that he could not caulk because caulk will not adhere to grout smeared on the baseboards. While Jose was there, Brian McDonald phone called him and there was an argument over whether or not he was there. Edwin Alexander was present when Jose was in the house.
9. On June 1, Brian McDonald met with Edwin Alexander at 204 Highland Rd. Brian McDonald stated that the work was not complete. When Edwin Alexander asked whether Floors Outlet would show similar work to a prospective customer, Brian McDonald said "Absolutely not." Brian McDonald invoked his "right to repair" as a contractor and said that "Shannon Warren" also had a "right to repair" as a contractor. On June 1, Wilhelmina Randtke phone called Brian McDonald and Brian McDonald said that Floors Outlet charges \$5 per sq ft to remove tile. On June 2, Brian McDonald met with Wilhelmina Randtke at 204 Highland Rd. At this meeting, he told Wilhelmina

Randtke that the plan was to have Shannon Warren do a tear out and reinstall by enforcing his subcontract between Floors Outlet and "Shannon Warren". He expressed concern over costs of materials. He told Wilhelmina Randtke, "You might have to go through homeowners insurance" to fund tile removal, replacement supplies, and proper installation. Wilhelmina Randtke requested insurance information and explained that this was because of the possibility of damaging the slab during tile removal off of a concrete slab, which involves shattering all tile, removing debris, and grinding thinset (thinset is a form of concrete) off the slab, and because of how much damage had been done to the walls, cabinets, doors, and plumbing. Brian McDonald did not provide insurance information and said that his rates would go up if he used his insurance.

10. On June 3, Brian McDonald had scheduled for Wilhelmina Randtke, Edwin Alexander, partners Brian McDonald and Prince Preston, and subcontractor "Shannon Warren" to meet at 204 Highland Rd. They did not come. A man identifying himself Jesus and as employed by Shannon Warren came instead and said that he was supposed to clean grout off walls. Wilhelmina Randtke said she had not taken the day off work, and she could not let him work alone in the house because of how much damage Caleb Warren had done. Wilhelmina Randtke used his phone to speak with Shannon Warren who said, "You're a liar. Caleb is my son and he wouldn't ask for money." This was referencing the issue with Caleb Warren asking Wilhelmina Randtke to pay him directly rather than for him to be paid through the subcontracting relationships with Floors Outlet. Edwin Alexander phone called to Brian McDonald who said the work wasn't scheduled and asked Jesus to go to Floors Outlet. This on June 3 not letting someone show up at 7:55 am unannounced and be in our house all day alone without us there is the only time we have ever denied access to the house, and we explained that we did not know ahead of time that he would be coming and had not taken the day off work.
11. On June 4, Wilhelmina Randtke and Edwin Alexander went to the Floors Outlet store specifically to request the insurance information. We explained that damaging the slab during tile removal can be astronomically more expensive than the tile, and that that was why we wanted to verify that we were covered in case of further damage by a Floors Outlet subcontractor. Brian McDonald said that Floors Outlet had decided to come out of pocket to remove the faulty install and provide a proper install. He said that they would not use insurance because rates would go up. He did not provide insurance information for verification.
12. On June 6, Wilhelmina Randtke emailed to Brian McDonald to request insurance information citing the amount of damage the installers had done to the house. Exhibit H1 is the written email request for insurance. On June 6, Wilhelmina Randtke met alone at 204 Highland Rd. with Brian McDonald, Prince Preston who identified himself as an owning partner of Floors Outlet, and Shannon Warren. Edwin Alexander attended by speaker phone but was not physically present. Initially, on entering the house the men took small laser levels and held those against the walls and claimed that the walls were crooked. No one had ever previously told this to Edwin Alexander nor Wilhelmina

Randtke, although the subcontractors and Brian McDonald had been in a yelling altercation on May 27 in which Caleb Warren yelled at Brian McDonald that the house was "goddamned crooked". Wilhelmina Randtke pointed out problems with the install. Shannon Warren offered to put grout in the holes along the edges of the quarterround left by jagged broken tile edges sticking out more than ¾ inches from the wall. The three men had Wilhelmina Randtke come into a bedroom to look at the floor. Wilhelmina Randtke repeated the request for license and insurance information to verify coverage, because of the amount of damage done to the house, and the potential of additional damage if people were back to the house. Wilhelmina Randtke stated that removing tile from a concrete slab can cause structural damage. Prince Preston said that Floors Outlet was not a general contractor, and he did not have to provide insurance information. This was the first time Floors Outlet informed us they are not a general contractor. At all times before, Brian McDonald had said that Floors Outlet was a general contractor. Prince Preston asked Wilhelmina Randtke "Are you threatening me?" and asked what check he would have to write to make her go away. The three men blocked Wilhelmina Randtke in a corner of the bedroom. Prince Preston and Brian McDonald stepped into her personal space. Prince Preston said that Floors Outlet would not fix the install, wouldn't fix any damage to the house, and would not complete installation. Prince Preston yelled at Wilhelmina Randtke to "get your checkbook and write the check right now" and threatened her while Brian McDonald and Shannon Warren backed him up. The three men pinned Wilhelmina Randtke in a corner. She refused to write a check. Prince Preston said that they would sue in small claims court to take the money and would not do any additional work at the house, would not fix problems or broken things, and would not complete the install.

13. On June 7, 2022, Brian McDonald emailed a "Final Pay Request" indicating a \$672.22 discount as compensation for an install "below industry standards". Exhibit I is the Email of June 7 with subject line "Final Pay Request" and attachment. This was a deceptive attempt to force a paltry settlement onto us, and to shirk responsibility for all the property damage Brian McDonald did. Labeling the settlement agreement a "Final Pay Request" is deceptive and dishonest, when it actually was a settlement offer. Wilhelmina Randtke wrote back that the contract was for an installation meeting industry standards rather than for an installation below industry standards. On June 14, 2022, Brian McDonald wrote back "we will not be coming back to your house". Exhibit J is the full email chain with subject line "Final Pay Request". Following that June 14 message, Floors Outlet contacted Wilhelmina Randtke about three times by phone and asked to be paid. After June 4, Floors Outlet never offered to provide the install, but rather only contacted to request payment. Floors Outlet said that they were "working on a plan" but never proposed any specific action. See Exhibit J. During attempts to collect money, Floors Outlet contacted Wilhelmina Randtke repeatedly, although Edwin Alexander's contact information was listed on the invoice and contract. Wilhelmina Randtke gets more than 200 emails per day at her personal email, and had told Floors Outlet this before signing the contract. After June 6, Floors Outlet did not contact Edwin Alexander, whose contact

information is listed on the signed contract, in any media - not by phone, nor email, nor letter.

14. On July 12, 2022, Brian McDonald signed a sworn statement to open this case stating, "Defendant refuses to allow us to finish job and has stopped communication." Because Brian McDonald repeatedly spoke for Floors Outlet and said that Floors Outlet would not do the work, Brian McDonald knowingly lied in the sworn statement.
15. Our understanding is that we are required to file all counterclaims within 30 days of being served in this case, docket no. 2022-11739CS. Brian McDonald knows that he has no right to collect but he strung us along by saying a "plan" might be on the way then he made a false sworn statement to sue in order to force us to make the compulsory counterclaims without us having adequate time to get quotes. The purpose of Brian McDonald suing is not to get money, but instead to prevent us having accurate quotes to repair the extensive damage and for him to shirk responsibility for the damage he did to the house and for destroying the materials we had paid for up front.

The parties need to be amended to state the correct entity for Floors Outlet. Floors Outlet is either a sole proprietorship owned by Brian McDonald or a partnership between Brian McDonald, Prince Preston, and Randy Childs. Brian McDonald needs to be added as a party to this case, as owner of Floors Outlet either as sole proprietor or as partner.

16. We have a contract with Brian McDonald who signed as "Contractor" and with Floors Outlet. The parties should change to indicate the correct legal entity. Floors Outlet is either a sole proprietorship operated by Brian McDonald or a partnership operated by Brian McDonald, Prince Preston, and Randy Childs. There is no registered entity with the Georgia Corporations Division named "Mo Flo LLC" at 1267 Northside Drive East Statesboro. Several companies with similar names are registered with the Georgia Corporations Division at <https://ecorp.sos.ga.gov/BusinessSearch> , but none is called "Mo Flo LLC" and no company with a similar name is associated with 1267 Northside Drive East.
17. Floors Outlet is not a dba of any other company. Limited Liability Corporations in Georgia are required to register the fictitious name with the Superior Court of the county they are based in. See OCGA 10-1-490, available at <https://law.justia.com/codes/georgia/2020/title-10/chapter-1/article-16/part-3/section-10-1-490/> . Floors Outlet is located at 1267 Northside Drive East Statesboro in Bulloch County, so is located in Bulloch County and required to register a fictitious name with the Bulloch County Superior Court. According to the clerk of court for the superior court of Bulloch County, there is no fictitious name registration on file for "Floors Outlet". Exhibit K is the email from the Bulloch County Superior Court stating that no fictitious name registration was filed for Floors Outlet.

18. The April 9, 2022 contract states, "Contractor shall provide all labor and materials, and perform all work necessary for the completion of flooring services specified in this contract. Contractor hereby agrees to provide all services found below." Brian McDonald signed as "Contractor". See Exhibit A "Contract between Edwin Alexander as customer and Brian McDonald as Contractor using name Floors Outlet". Edwin Alexander and Wilhelmina Randtke met with him on April 9, 2022 and saw him personally sign the contract.
19. OCGA 9-2-20(a) available at <https://law.justia.com/codes/georgia/2010/title-9/chapter-2/article-2/9-2-20/> makes it very clear that "as a general rule, an action on a contract [. . .] shall be brought in the name of the party in whom the legal interest in the contract is vested, and against the party who made it in person or by agent." We made a contract with Floors Outlet and Brian McDonald. We never did business with MO FLO LLC. The contract identifies Floors Outlet as the corporate entity, and is signed by Brian McDonald as "contractor". The invoice identifies Floors Outlet as the corporate entity. See Exhibit A "Contract between Edwin Alexander as customer and Brian McDonald as Contractor using name Floors Outlet". The check with the down payment written on April 9, 2022 by Wilhelmina Randtke is written to "Floors Outlet". See Exhibit B "Cashed check written April 9, 2022 by Wilhelmina Randtke to Floors Outlet". Before making the contract, Brian McDonald gave us a business card giving the business name only as "Floors Outlet" and listing himself as "Owner". Exhibit L is Brian McDonald's business card, showing he is the owner of Floors Outlet. Prior to making the contract, Josh White gave me a business card giving the business name only as "Floors Outlet" and listing himself as "Sales Representative". See Exhibit M, Josh White's Floors Outlet business card. The Floors Outlet website says Brian McDonald is the owner of Floors Outlet. Exhibit N is a screenshot of the Floors Outlet website showing Brian McDonald is owner. At all times prior to suit, Brian McDonald has represented himself as the owner of Floors Outlet or represented himself as operating Floors Outlet in partnership with Prince Preston owner of Contractor Wholesale Floors. The Statement of Claim in this case (docket no. 2022-11739CS Magistrate Court of Bulloch County) is signed by Brian McDonald as "Agent of Attorney for Plaintiff", so he is already formally notified about this case. The parties should be amended to indicate that Floors Outlet is the entity and that Brian McDonald is the owner of Floors Outlet, is the Contractor liable under the April 9, 2022 contract, and is a necessary party to this suit either as sole proprietor or in partnership with Prince Preston and Randy Childs.
20. According to the City of Statesboro local business license, Randy Childs is listed as owner of Floors Outlet along with Brian McDonald and Prince Preston. Exhibit O is the local business license issued June 1, 2022. Prior to June 1, 2022, Floors Outlet did not have the required City of Statesboro business license and could not legally operate the storefront at 1267 Northside Drive East. The business license was issued on June 1, 2022 after Floors Outlet signed the contract, was in our house, and had already abandoned the job. Although Floors Outlet did not have this required license to operate

legally when Brian McDonald signed the contract with us and when Floors Outlet's subcontractors were in our house, the business license shows ownership close in time to when we made the contract. According to installers we have talked to in the flooring community in Statesboro, Randy Childs is the "silent partner" who invests money but is not involved in the day-to-day operations of Floors Outlet.

21. The court should adjust parties accordingly and should add Brian McDonald, Prince Preston, and Randy Childs as parties to this case.

Floors Outlet is Operating Illegally and because of this Cannot Enforce the Contract and Cannot Enforce the Contract nor Collect any Money under the Contract.

A Business Operating Illegally Can't Enforce a Contract in Georgia.

22. General and residential contractors are required to be licensed in Georgia. A limited exemption for specialty contractors is allowed provided that they meet requirements set by the State Licensing Board for Residential and General Contractors. The board requires that someone follow all applicable laws in order to come under the specialty contractor exemption. OCGA 43-41-17(f) available at https://sos.ga.gov/sites/default/files/2022-02/49_residential_and_general_contractors_43-41.pdf states, "The board shall by rule or policy by January 1, 2008, identify specialty contractors or other criteria to determine eligibility under the exemption of this subsection." The board's specialty contractor policy is posted to <https://sos.ga.gov/page/traditional-specialty-contractors-policy-statements> and states, "Traditional specialty contractors will not be required to carry a residential or general contractor license but **will be required to comply with all applicable national, state, and local codes and ordinances.**"
23. Because Floors Outlet was operating illegally at the time of entering into the contract, the contract is unenforceable. OCGA 43-41-17(b) available at https://sos.ga.gov/sites/default/files/2022-02/49_residential_and_general_contractors_43-41.pdf states, "As a matter of public policy, any contract entered into on or after July 1, 2008, for the performance of work for which a residential contractor or general contractor license is required by this chapter and not otherwise exempted under this chapter and which is between an owner and a contractor who does not have a valid and current license required for such work in accordance with this chapter shall be unenforceable in law or in equity by the unlicensed contractor."
24. Additionally, OCGA 43-41-1 available at https://sos.ga.gov/sites/default/files/2022-02/49_residential_and_general_contractors_43-41.pdf states, "The practice of residential and general contracting is declared to be a business or profession affecting the public interest and this chapter shall be liberally construed so as to accomplish the intent and purposes stated in this Code section."

25. "Where a statute provides that persons proposing to engage in a certain business shall procure a license before being authorized to do so, ... contracts made in violation of such statute are void and unenforceable." Brantley Land & Timber, LLC v. W & D Investments, Inc., 316 Ga. App. 277, 278, 729 S.E.2d 458 (2012).

Floors Outlet Operated Illegally because Brian McDonald stated he was a general contractor when he was not.

26. Floors Outlet is operating illegally. Georgia requires residential and general contractors to be licensed. Before signing the contract, Wilhelmina Randtke asked Brian McDonald directly if he was a "licensed general contractor". He replied that he was licensed and insured as a general contractor through his partner at 440 Matthews Rd. Lamar Construction, license no. RLCO001318, is associated with 440 Matthews Rd. In reality, Brian McDonald and Floors Outlet are not associated with Lamar Construction. Lamar Construction occupied the address just before Contractor Wholesale Floors, Prince Preston's business operating as partner to Floors Outlet, moved in and so Lamar Construction will show up on search results and in corporate filings as associated with 440 Matthews Rd. On June 3, 2022, after doing significant damage to 204 Highland Rd, Wilhelmina Randtke phone called and asked for insurance information to verify coverage in case of additional damage. Brian McDonald stated that both he and his subcontractor "Shannon Warren's Company" were licensed contractors. On June 6, 2022, when Brian McDonald, Prince Preston (Brian McDonald's partner in operating Floors Outlet), and "Shannon Warren" (the subcontractor who subcontracted with Floors Outlet to perform all installation services) met with Wilhelmina Randtke at 204 Highland Rd, Wilhelmina Randtke asked for insurance information to be able to verify coverage. Prince Preston stated that Floors Outlet, Brian McDonald, and Prince Preston are not licensed general contractors, and that he did not have to disclose insurance information. At this time, Wilhelmina Randtke and Edwin Alexander were first informed that Floors Outlet was not a licensed general contractor. At all times previously, Brian McDonald represented Floors Outlet as a general contractor.
27. At all times, since the botched install, Floors Outlet has claimed that they have a "right to repair" under OCGA Title 8 Chapter 2 available at <https://law.justia.com/codes/georgia/2020/title-8/chapter-2/article-1/part-2a/> . Brian McDonald invoked this right on June 1, 2022 when he met with Edwin Alexander at 204 Highland Rd. to view the incomplete and botched install. Brian McDonald explained the right to repair to Wilhelmina Randtke and Edwin Alexander on June 4. The right to repair requires us to serve notice of a lawsuit, then wait 90 days, and to allow the contractor back in to inspect and then the contractor makes an offer of what they will do. Meanwhile, two of Floors Outlet's managing partners, Brian McDonald and Prince Preston, tried to rob Wilhelmina Randtke with violence on June 6, when they met her at 204 Highland Rd. on the pretext of looking at the floor. This complicates logistics of us having to meet them in our house and us having allow them back in as a prerequisite to

us suing. We cannot personally meet them unless it is in a highly visible public space, and we have to take precautions and find someone to let them into our house, in order to avoid assault.

Floors Outlet Operated Illegally Because Floors Outlet did not have workers compensation coverage on April 9, 2022, the date the contract was signed.

28. Any business having at least 3 employees is required to have workers compensation in Georgia. See <https://sbwc.georgia.gov/frequently-asked-questions/workers-compensation-law-faqs> (click to expand FAQ item "HOW DO I KNOW IF THE COMPANY I WORK FOR IS COVERED BY WORKERS' COMPENSATION?") Throughout March and April, Floors Outlet employed at least 3 employees: Brian McDonald, Josh White, and Kelsey who works in the office. Floors Outlet was required to have workers compensation insurance on April 9, 2022 the date the contract was signed in order for the contract to be legal.
29. Floors Outlet did not have worker's compensation insurance as of the date the contract was signed on April 9, 2022. Exhibit P is a screenshot showing Floors Outlet did not have workers compensation insurance on April 9, 2022. Later Floors Outlet shows up for workers compensation insurance listed as a dba of P3 Floors. While Mo Flo LLC is not a registered corporation in Georgia, Mo Flo LLC did not have workers compensation insurance on April 9, 2022, did not have workers compensation insurance on May 23 - 31, 2022 and still does not have workers compensation insurance today. Exhibit Q is screenshots of search results showing Mo Flo LLC did not have the legally required workers compensation insurance on April 9, 2022 nor on May 23-31, 2022.

Floors Outlet Operated Illegally, because Floors Outlet did not have a Required Local Business License to be able to Operate a Storefront in the City of Statesboro.

30. Floors Outlet's office at 1267 Northside Drive East; Statesboro, GA 30458 is in the City of Statesboro. Statesboro requires each business based out of Statesboro to get a local business license. Floors Outlet got a license on June 1, 2022. They had previously had a license which they let lapse, and they were unlicensed from Dec. 31, 2021 to June 1, 2022. Exhibit R is the response from the City of Statesboro showing Floors Outlet did not have the required license from January through May 2022. Floors Outlet was operating illegally when Brian McDonald signed the contract with us on April 9, 2022, and was operating illegally when their subcontractors were in our house from May 23, 2022 to May 31, 2022.

Floors Outlet Operated Illegally by Subcontracting in Excess of \$2,500.

31. Georgia allows a limited licensing exemption from licensing for specialty contractors, when working directly for owners. Georgia does not allow specialty contractors to

subcontract for more than \$2,500. Floors Outlet subcontracted all labor to "Shannon Warren's company" at an amount of approximately \$8,555.50.

32. OCGA 43-41-2(9) available at https://www.sos.ga.gov/sites/default/files/2022-02/49_residential_and_general_contractors_43-41.pdf defines residential contractor: ""Residential contractor" means any contractor who may contract for, undertake to perform, submit a bid or a proposal or otherwise offer to perform, and perform any activity or work as a contractor requiring licensure under this chapter for a fixed price, commission, fee, wage, or other compensation or who undertakes any activity or work on his or her own behalf or for any person or business organization that is not licensed as a licensed residential contractor pursuant to this chapter where such activity or work falls into the category of residential-basic contractor or residential-light commercial contractor as defined in this Code section and where the total value of the work or activity or of the compensation to be received by the contractor for such activity or work, whichever is the higher, exceeds \$2,500.00."
33. OCGA 43-41-2(12) available at https://www.sos.ga.gov/sites/default/files/2022-02/49_residential_and_general_contractors_43-41.pdf defines specialty contractor as ""Specialty contractor" means a contractor whose scope of work and responsibility is of limited scope dealing with only a specific trade and directly related and ancillary work and whose performance is limited to such specialty construction work requiring special skill and requiring specialized building trades or crafts, including, but not limited to, such activities, work, or services requiring licensure under Chapter 14 of this title."
34. OCGA 43-41-17(f) available at https://www.sos.ga.gov/sites/default/files/2022-02/49_residential_and_general_contractors_43-41.pdf states, "The board shall by rule or policy by January 1, 2008, identify specialty contractors or other criteria to determine eligibility under the exemption of this subsection."
35. The board did not do rulemaking, so there is no Georgia Administrative Code. Instead the board has defined specialty contractors through a "Traditional Specialty Contractors Policy Statements" policy page posted at <https://www.sos.ga.gov/page/traditional-specialty-contractors-policy-statements> .
36. This policy allows specialty contractors to work for an owner or a general or residential contractor. It does not allow specialty contractors to subcontract out work. Because of this, the limited exemption for residential contracting under \$2,500 is the only exemption that allows a specialty contractor to subcontract to another specialty contractor. Amounts over \$2,500 must be contracted directly to an owner or under the management of a licensed general or residential contractor.

37. The policy allows a specialty contractor exemption when someone contracts directly for an owner. The policy states, "Under O.C.G.A. § 43-41-17, specialty contractors who offer or contract to perform or undertake or perform **for an owner** limited, specialty, or specific trade contractor work do not have to hold a license as a residential or general contractor if they are performing work within their specialty." See <https://www.sos.ga.gov/page/traditional-specialty-contractors-policy-statements> (emphasis added).
38. The policy allows a specialty contractor exemption when someone subcontracts under a general contractor. The policy states, "Anyone who is included on this list who is working **for a licensed residential or general contractor** under a valid permit is exempted from having to hold a residential and general contractor license of his or her own." See <https://www.sos.ga.gov/page/traditional-specialty-contractors-policy-statements> (emphasis added).
39. These are the items Floors Outlet subcontracted to "Shannon Warren's company" as one lump sum, and what we were charged:

Tile install \$6,675
Quarterround install \$648
Carpet Removal \$394.50
Laminate Removal \$338
Floor prep \$500

Total \$8,555.50

See Exhibit A "Contract between Edwin Alexander as customer and Brian McDonald as Contractor using name Floors Outlet".

40. While in the house from May 23-26, Caleb Warren told Wilhelmina Randtke that he was flying to Colorado on May 29 to his brother's wedding, needed money for the trip, and needed a partial payment for the amount of work completed each day so that he could have money without completing the job. He asked for \$700 per day. On May 27, 2022, in the morning only half the tile was installed. On previous days two men had shown up. On May 27, approximately eight men showed up. \$700 per day for five days of work is \$3,000 which is less than the \$8,555.50 amount. But the pace of work and the rush to complete the job on Friday, May 27 by sending approximately eight men instead of two, indicate that a properly done job might have taken 10 days. Ten days at \$700 per day, the daily rate that Caleb Warren asked Wilhelmina Randtke to pay him directly, is \$7,000 which represents a possible subcontracting fee to the subcontractor after Floors Outlet took a cut.

41. Although we have never seen proof that subcontractors were paid, Brian McDonald has consistently told us that on May 27, 2022, he wrote a single check to "Shannon Warren's company" for the full amount of all labor and installation. Synovus Bank has the records ready to provide, and discovery is necessary to pass Synovus Bank the records in order to show the payment made from Floors Outlet's account around May 27, 2022.
42. \$8,555.50 is in excess of \$2,500 and exceeds the \$2,500 subcontractor limit for an exemption for residential contracting. Meanwhile, subcontracting for an unlicensed contractor is not allowed under the specialty contractor exemption. The specialty contractor exemption allows only contracting directly with an owner or subcontracting for a licensed general or residential contractor. Subcontracting from one specialty contractor to another is not legal. The single subcontract between Floors Outlet and "Shannon Warren's company" under which all labor was performed is illegal, because it is over the \$2,500 exemption for subcontracting residential contracting.

Floors Outlet Operated Illegally because Brian McDonald committed perjury in the initial court filing in docket no. 2022-11739CS.

43. OCGA 16-10-70 available at <https://law.justia.com/codes/georgia/2020/title-16/chapter-10/article-4/section-16-10-70/> states, "(a) A person to whom a lawful oath or affirmation has been administered commits the offense of perjury when, in a judicial proceeding, he knowingly and willfully makes a false statement material to the issue or point in question.
(b) A person convicted of the offense of perjury shall be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than ten years, or both. A person convicted of the offense of perjury that was a cause of another's being imprisoned shall be sentenced to a term not to exceed the sentence provided for the crime for which the other person was convicted. A person convicted of the offense of perjury that was a cause of another's being punished by death shall be punished by life imprisonment."
44. OCGA 16-1-3 available at <https://law.justia.com/codes/georgia/2020/title-16/chapter-1/section-16-1-3/> defines felony as "Felony" means a crime punishable by death, by imprisonment for life, or by imprisonment for more than 12 months."
45. Perjury is punishable with a minimum sentence of more than one year, so perjury is a felony in Georgia.
46. On June 6, 2022, Brian McDonald's met with Wilhelmina Randtke at 204 Highland Rd. under the pretext of looking at the floor and at damage to the house. Edwin Alexander attended by speakerphone. Brian McDonald, his business partner in operating Floors Outlet Prince Preston, and subcontractor Shannon Warren cornered Wilhelmina Randtke in a bedroom. Prince Preston yelled at Wilhelmina Randtke that they would not address

problems with the install, would not complete the work, and wouldn't fix things they broke. Brian McDonald assisted in trapping Wilhelmina Randtke during this robbery attempt and backed Prince Preston.

47. On June 14, 2022, Brian McDonald emailed to Wilhelmina Randtke, "After doing some research online, we have found that it would be really difficult for us to satisfy you on this tile job. We do not intend to come back to your house to do any type of work. What dollar amount of discount of the remaining \$8,159.72 would you consider fair? Please let us know as soon as possible." See Exhibit J Email chain with the subject line "Final Pay Request".
48. After June 6, 2022, Floors Outlet never proposed any specific action to fix problems or complete the install. Brian McDonald phone called me and emailed Wilhelmina Randtke to ask for money while saying that Floors Outlet would not do the work.
49. On July 12, 2022, Brian McDonald signed a sworn statement to open this case stating, "Defendant refuses to allow us to finish job and has stopped communication." Because Brian McDonald repeatedly said that Floors Outlet would not do the work, Brian McDonald knowingly lied in the sworn statement.

In the Interests of Consumer Protection, Floors Outlet Should not be Allowed any Licensing Exemption, because Floors Outlet Concealed Insurance Information and Lied to the Insurance Company to Prevent us Being Able to Verify Insurance Coverage.

50. OGCA 43-41-1 available at https://www.sos.ga.gov/sites/default/files/2022-02/49_residential_and_general_contractors_43-41.pdf states that the licensing requirements "shall be liberally construed so as to accomplish the intent and purposes stated in this Code section". When a licensing requirement is for consumer protection, rather than to raise fees for the state, the licensing requirement should be liberally construed.
51. By subcontracting over \$2,500, Floors Outlet was required to have a residential or general contractors license. Georgia law does not give any licensing exemption for a specialty contractor to subcontract to another specialty contractor. A specialty contractor can legally only contract directly to an owner or can contract to and under supervision of a licensed residential or general contractor. And only amounts under \$2,500 are exempt from residential contract license requirements. Floors Outlet is not under any exemption from the licensing requirements.
52. The situation we are in is a consumer protection issue. Floors Outlet and owner/partner Brian McDonald misrepresented their skill, subcontracted all labor to an unvetted subcontractor, botched the install and in the process ruined thousands of dollars of material, damaged the walls, cabinets and doors, and did extensive damage to the property beyond the botched flooring install. Brian McDonald and Prince Preston then

concealed insurance information, including telling their general liability insurance company that Wilhelmina Randtke did not have any contract with Floors Outlet and instructing their general liability insurance company not to provide any certificate of coverage. When we attempted to verify coverage, insurance agent Sean Davis wrote us, "Our insured denies any claimable event or liability and that they could be entering into legal proceedings against you ." This indicates that he spoke with Floors Outlet and Floors Outlet told the insurance company that they did not have any contract to do installation services in our house (ie. claimable event). Exhibit S is the email from the insurance agent. This is exactly the kind of situation that licensing is supposed to prevent. Licensing is for consumer protection, and exemptions are supposed to be interpreted in light of consumer protections. OCGA 43-41-1. Licensed contractors are required to carry insurance. OCGA 43-41-6(e) available at https://www.sos.ga.gov/sites/default/files/2022-02/49_residential_and_general_contractors_43-41.pdf . Meanwhile, Floors Outlet concealed insurance by telling the insurance company that they did not have any contract with us, in order to prevent us verifying insurance. To this date, we have never been given any insurance policy information listing Floors Outlet as insured.

Payment of the second half (\$8159.72) was due two days after install. Payment never came due because Floors Outlet did not complete the install. Floors Outlet abandoned the flooring install and repeatedly stated that they would not complete the install.

53. When we signed the contract on April 9, 2022, Brian McDonald stated that the second half of the money was due 2 days after a completed install. At all times prior to June 6, 2022, Floors Outlet and Brian McDonald stated that half the money was due up front and half was due 2 days after the completed install. Starting June 7, 2022, Brian McDonald has consistently said that the work will not be provided and attempted to collect money as if the contract were completed.
54. Floors Outlet did not complete the work, and repeatedly said they would not complete the work. Floors Outlet subcontracted all labor to "Shannon Warren's Company". According to the invoice and contract this was approximately \$8,555.50 of work. Floors Outlet paid "Shannon Warren's Company" before the work was completed, and the subcontractor abandoned the job. Brian McDonald has repeatedly told us that on May 27, he delivered a single check for all labor services to "Shannon Warren's Company", although he has never shown proof of this, has never shown us the subcontract, and has never said in writing that he paid this. On May 27, 2022, at the time Brian McDonald says he paid the subcontractor tile was only partially installed, and vinyl flooring had not yet been removed from one of the rooms in 204 Highland Rd. On May 27, 2022, Brian McDonald came to view 204 Highland Rd. and this resulted in an argument about workmanship in which Caleb Warren yelled at Brian McDonald that 204 Highland Rd. was the "most goddamned crooked house I've seen in my life" and the slab was the "most goddamned crooked slab I've seen in my life". Brian McDonald wrote the check

after being physically threatened by the subcontractor and surrounded by the subcontractor's employees, but at a time when tile was installed in only approximately half the house, and at a time when workmanship was a contentious issue and the subcontractor explained poor workmanship by yelling about the "goddamned crooked" house and slab.

55. On June 1, 2022, Wilhelmina Randtke and Edwin Alexander contacted Brian McDonald about completing the install. On June 1, 2022, Brian McDonald visited 204 Highland Rd, and met with Edwin Alexander who showed incomplete grout and quarterround install, cracked tiles which had been broken then installed with pieces placed next to one another to make a square, tiles misaligned to walls, and excessive lippage meaning that tile edges lay higher or lower than the next tile making for an uneven floor. Brian McDonald took pictures of the floor. On June 2, 2022, Brian McDonald met with Wilhelmina Randtke and Edwin Alexander. He told them that they "might have to go through homeowners insurance" to have the tile removed and new tile properly installed. While he said that he would attempt to use the subcontract to have Shannon Warren remove the tile, telling us to use homeowners insurance to fund the install indicates he did not intend to provide the install under the contract. On June 6, Brian McDonald, Prince Preston, and "Shannon Warren" met with Wilhelmina Randtke at 204 Highland Rd to view problems with the install. Wilhelmina Randtke was alone, but had Edwin Alexander on speaker phone. Prince Preston represented himself as a partner owning Floors Outlet with Brian McDonald. The ultimate solution offered at this meeting was that the three men cornered Wilhelmina Randtke in a bedroom, prevented her leaving, and Prince Preston yelled at her that they would not fix damage to the house, wouldn't fix the install, and wouldn't complete the install. He yelled at her get a checkbook and to "write the check right now". Brian McDonald backed Prince Preston in this by stepping into Wilhelmina Randtke's personal space and assisting in making a physical threat. Arranging a meeting to look at the floor was a pretext to try and rob Wilhelmina Randtke with violence.
56. The consequence of an anticipatory repudiation is to give the innocent party three options: (1) to rescind the contract, (2) to treat the repudiation as a breach, or (3) to await the time for performance. *Piedmont Life Ins. Co. v. Bell*, 103 Ga. App. 225, 119 S.E.2d 63 (1961); *Nikas v. Hindley*, 98 Ga. App. 437, 106 S.E.2d 335 (1958); *Legacy Academy, Inc. v. Doles-Smith Enterprises, Inc.*, 344 Ga. App. 805, 812 S.E.2d 72 (2018).
57. On June 6, 2022, Floors Outlet's two operating partners, Prince Preston and Brian McDonald, got Wilhelmina Randtke to meet alone at 204 Highland Rd under a false pretext of examining the floor, then cornered her in a bedroom and along with subcontractor "Shannon Warren" blocked her from leaving, and Prince Preston yelled at her that they were not going to complete nor correct the install and yelled at her to write a check for the full amount of the contract right now. Following that, it was our right to treat that as a breach. The attempt to rob us, by using violence to try and force Wilhelmina Randtke to write a check, meant that neither of us could safely let anyone

from Floors Outlet in the house and added a layer of complication of trying to find an agent to let them in. While Floors Outlet has never offered to complete the job and since June 7, 2022, has contacted us only to bill us for incomplete work, Floors Outlet has continuously claimed a contractor's "right to repair" under OCGA Title 8, Chapter 2, Article 1, Part 2a available at <https://law.justia.com/codes/georgia/2020/title-8/chapter-2/article-1/part-2a/> . A summary of the contractor's right to repair is available at <https://consumer.georgia.gov/consumer-topics/right-repair-act> . Because of the potential of having to allow Floors Outlet a right to repair and a 90 day waiting period before being able to sue, we consistently sought insurance verification from Floors Outlet, in order to know what risks we have if they were to damage more things or to damage the slab with a faulty removal. Mentions of Floors Outlet coming back were all in the context of the contractor's right to repair under OCGA Title 8, Chapter 2, Article 1, Part 2a.

58. Brian McDonald emailed on June 14, 2022 that "After doing some research online, we have found that it would be really difficult for us to satisfy you on this tile job. We do not intend to come back to your house to do any type of work. What dollar amount of discount of the remaining \$8,159.72 would you consider fair? Please let us know as soon as possible." See Exhibit J.
59. The tile we contracted to have installed is from Happy Floors. Happy Floors products are available only to retailers with a contract. Exhibit I is a screenshot of the FAQ from the Happy Floors website stating, "Happy Floors does not sell direct to the public. However, our products can be purchased at any of our nationwide dealers." Floors Outlet kept extra supplies. It kept supplies with the idea of having material on hand to do repairs as part of its "one year warranty" referenced in the contract. We have repeatedly asked Floors Outlet to let us know how many spare tiles they have, so that we are able to know how much flexibility we have to correct defects. On June 16, 2022, Wilhelmina Randtke texted Brian McDonald, "Please let me know how many spare tiles and bags of grout you have. You have said you will not correct problems nor complete the install. It is important for me to know what supplies are available, because it lets me know what is available to provide to another contractor and particularly availability of spare tiles will determine how much flexibility there is to complete the job if it can be salvaged. Please put any spare tiles aside, label them with my name (Wilhelmina Randtke) and contact info, and let me know how many you have?" Brian McDonald never replied to this text message. See Exhibit AF. Text messages between Brian McDonald, Edwin Alexander, and Wilhelmina Randtke. On June 18, 2022, Wilhelmina Randtke emailed Brian McDonald and asked how many spare tiles were available in order to know what flexibility there was for a substitute contractor to attempt to correct the install. See Exhibit J. Brian McDonald never replied to the email. Floors Outlet has never let us know how many tiles they have, and has not provided any options such as allowing us to order matching tile. Floors Outlet has not done the bare minimum to mitigate damages or to allow us to correct the install, even if it could be corrected.

Floors Outlet never offered to complete the install at any time after June 4, 2022

60. On June 1, 2, 3 and 4, Brian McDonald stated that the floor needed to be removed. He gave various proposed fixes. On June 2, 2022, he told Wilhelmina Randtke that she "might need to go through homeowners insurance" to have the tile removed and to have tile properly installed if he were not able to enforce his subcontract with Shannon Warren. On June 29, 2022, he emailed that Floors Outlet was "trying to put a plan together". See Exhibit H. After June 4, no one from Floors Outlet has proposed any specific action to correct the install, finish the install, or fix damage to the property.

Georgia law does not require us to pay the second \$8159.72 payment, because cost to complete the install exceeds the amount we would owe under the April 9, 2022 contract.

61. According to OCGA 13-11-5 available at <https://law.justia.com/codes/georgia/2020/title-13/chapter-11/section-13-11-5/>, we do not have to pay the balance of the contract with Floors Outlet. According to OCGA 13-11-5, we do not have to pay because the work is defective, the subcontractors asked us to pay them directly and we do not have any proof they have been paid, and we have reasonable evidence that the work cannot be completed and the install cannot be provided for the unpaid balance on the April 9, 2022 contract.

If Floors Outlet is able to collect anything, Floors Outlet should be required to show proof that subcontractors and materialmen were paid.

62. While Brian McDonald has told us that he paid Floors Outlet's only subcontractor for all labor, "Shannon Warren's company", by check on May 27, 2022, we have been directly asked for payment by subcontractors. If we are ordered to pay anything to Floors Outlet, Floors Outlet should first be required to show proof that payment was made to all subcontractors and materialmen. This is because subcontractors and materialmen can make a claim directly against us if Floors Outlet did not pay them. Subcontractors and materialmen can claim against us even if we have paid Floors Outlet.

Tile installation which was completed is unworkmanlike. Floors Outlet breached the contract by hiring a subcontractor who installed badly, and who ruined materials.

63. Georgia law requires contractors to perform work in a skilled and workmanlike manner.

64. There is a duty implied in every construction contract to avoid harming the plaintiff by performing the contract "skillfully, carefully, diligently, and in a workmanlike manner." Sam Finley, Inc. v. Barnes (1980), 275 S.E.2d at 382; Flintkote Co. v. Dravo Corp. (1982), 678 F.2d 942, at 949.

65. "[A] duty is implied in every service, repair or construction contract to perform it skillfully, carefully, diligently, and in a workmanlike manner. *Coursey Bldg. Assoc. v. Baker*, 165 Ga.App. 521, 524(5), 301 S.E.2d 688; *P.B.R. Enterprises v. Perren*, 158 Ga.App. 24(1), 279 S.E.2d 292; *Howell v. Ayers*, 129 Ga.App. 899, 900(1), 202 S.E.2d 189." *Alco vs. Westinghouse* (1992), 206 Ga.App. 794.

Floors Outlet is required to affirmatively prove that the install was done in a workmanlike manner in order to get paid.

66. Because Mo Flo LLC, Floors Outlet, and Brian McDonald have sued for nonpayment, they are required to affirmatively prove that work was done in a skilled and workmanlike manner in order to collect any money under the contract. "RKMI's first and second points on appeal address the trial court's conclusion that RKMI failed to perform its work in a good and workmanlike manner. The points allege error because of failings in proof by BMH. RKMI fails to appreciate, however, that BMH did not have the burden to prove that RKMI failed to perform its work in a good and workmanlike manner. As the party asserting a right to recover damages for nonpayment on a construction contract, RKMI bore the burden of both proof and persuasion on the subject of the quality of the performance of its work. "Plaintiff as a part of its case in an action on a building or construction contract has the burden of proving that the building was constructed in a good and workmanlike manner." *Vic Koepke Excavating & Grading Co. v. Kodner Development Co.*, 571 S.W.2d 253, 257 (Mo. banc 1978) (citing *Honig Construction Co. v. Szombathy*, 345 S.W.2d 111, 115 (Mo.1961); *Baerveldt & Honig Construction Co. v. Szombathy*, 365 Mo. 845, 289 S.W.2d 116, 120 (1956))." *R.K. Matthews Investment vs. Beulah Mae Housing* (2012), 379 S.W.3d 890.

Floors Outlet and Floors Outlet's subcontractor for all labor, "Shannon Warren's company", and subcontractors hired by "Shannon Warren's company" have repeatedly stated and admitted that installation work is faulty.

67. During installation, when Wilhelmina Randtke asked about it, "Caleb Warren" who performed most of the tile installation stated that he installed broken pieces of tile next to one another to make a square by explaining that he had to do it because "This tile is a piece of shit. I've never seen anything like it." See Exhibit U, photos of "Tile installed broken".

68. On May 23, 2022, after removal of much of the previous flooring, Brian McDonald came over to 204 Highland Rd. to view the floor. He and Caleb Warren both told Wilhelmina Randtke that the slab looked great and the install should be great. On May 27, 2022, Brian McDonald came over to 204 Highland Rd. This resulted in an altercation in which Caleb Warren yelled at Brian McDonald that the house was the "most goddamned crooked house I've seen in my life" and the slab was the "most goddamned crooked slab I've seen in my life". This was maybe 15 to 30 minutes of yelling and altercation with

threats. The nature of the argument would indicate that it was a bad install and that the installer, Caleb Warren, attempted to explain the poor workmanship.

69. The quarterround installer, Jose of Jose's Flooring a subcontractor of "Shannon Warren's company", who came on May 31, 2022 stated to Edwin Alexander that he could not properly install quarterround for two reasons. First, there was too much grout caked on the base boards, he wasn't paid to do the amount of clean up that would be necessary for him to have a surface to work with, and he hadn't brought appropriate tools. And second, he stated the tile was installed so unevenly and with such jagged edges that he could not get quarterround to lay properly against the floor in some places. He remarked that tile should be cut with a wet saw rather than broken into shape.
70. On June 1, 2022, Brian McDonald met with Edwin Alexander at 204 Highland Rd. Brian McDonald stated that work was not finished. Edwin Alexander asked whether this was something he would show prospective customers, and Brian McDonald stated, "Absolutely not." Brian McDonald stated that he wanted to invoke his right to repair to fix defective construction and that both he and Shannon Warren had the right to repair the install as contractors. This indicates that on June 1, Brian McDonald recognized that the install was defective and would fit under the Georgia right to repair defective construction. See <https://consumer.georgia.gov/consumer-topics/right-repair-act> .
71. On June 1, 2022, Wilhelmina Randtke phone called to Brian McDonald to ask about fixing problems with the install. Brian McDonald stated that he charges \$5 per square foot to tear out tile, and that everything is fixable with enough money.
72. On June 2, 2022, Brian McDonald met with Wilhelmina Randtke and Edwin Alexander at 204 Highland Rd. to look at the install. At that time, he said that the tile had to be removed. He stated that he wanted to have "Shannon Warren" see the installation and to have Shannon Warren do a tear out on the tile and reinstall a new order of tile. He stated that if Shannon Warren were not willing to do this for him as a favor, then Wilhelmina Randtke "might have to go through homeowner's insurance" to remove the botched install and pay for replacement tile and installation services. Brian McDonald stated he would not use his insurance because then his rates would go up. On June 2, 2022, Brian McDonald treated the installation as a tear out, but seemed concerned with trying to have either Shannon Warren or Edwin Alexander and Wilhelmina Randtke fund the tear out and install and wanted us to file a homeowners insurance claim to fund tear out of the faulty install and to fund completion of a competent install.
73. On June 3, 2022, Wilhelmina Randtke phone called to Brian McDonald. He said he was trying to get Shannon Warren to look at problems so that he could enforce the subcontract to get the floor replaced.
74. On June 4, 2022, Wilhelmina Randtke and Edwin Alexander went to the Floors Outlet store in order to ask for insurance verification. Brian McDonald said that he and his

partner Prince Preston did not want rates to go up and would not file a claim and that the plan was for Floors Outlet to pay for the tear out and proper installation of tile. Brian McDonald stated that Floors Outlet was a licensed contractor and that "Shannon Warren" was a licensed contractor. Brian McDonald described what a tear out would look like, including putting plastic over doorways, and sealing off the air conditioning ducts in order to keep dust from pulverized thinset from getting into the duct work and ruining the duct work. Brian McDonald did not provide insurance information necessary for us to verify insurance coverage, and did not provide a copy of a general contractor's license nor any other license.

75. On the morning of June 6, 2022, Wilhelmina Randtke sent a follow up email to Brian McDonald asking for insurance information in order to verify coverage. On June 6, 2022, Brian McDonald, Prince Preston, and Shannon Warren met with Wilhelmina Randtke at 204 Highland Rd. Edwin Alexander was in Florida and was on speakerphone with Wilhelmina Randtke at that time. When arranging the meeting, Brian McDonald stated that the purpose was for "Shannon Warren" to see how bad the work was, in order to make sure he knew that a tear out was necessary. At this meeting, the three men initially took laser levels, held them in the corners of walls where the dry wall tape makes a small bump, and said that they were holding the level against the wall, but the bump made the laser hit the wall, and that the walls were crooked. The men said that crooked walls is why they installed the tile improperly. The men initially stated that the entire house was crooked and that was why the floor was crooked.

Tiles cracked and then cracked pieces installed next to one another to make a square is below industry standards and unworkmanlike.

76. In *Allied Enterprises, Inc. v. Brooks*, unworkmanlike qualities included installing cracked tiles, and not prepping to floor such that tiles did not lie flat. "The tile flooring placed on the kitchen is 'bucked' and four or five pieces of tile are broken. [. . .] The floor in the kitchen was not made level before the tile floor was installed, and the flooring now follows the contour of the floor in which there are high and low places." *Allied Enterprises, Inc. v. Brooks*, 1956, 93 Ga.App. 832, at 837-838, 93 S.E.2d 392, at 395.
77. ANSI 108 A-3.3.3 states, "Smooth cut edges. Install tile without jagged or flaked edges." See Exhibit V, ANSI 108 Standards for the Installation of Ceramic Tile. And ANSI 108 AN-3.9 states, "All tile installations and especially exterior installations require periodic inspection and maintenance. All exterior installations require inspection and routine maintenance including the application of hydrophobic sealers, repair of movement joints, and replacement of cracked or missing tiles and grout." See Exhibit V.
78. Floors Outlet broke tiles into pieces and then installed the pieces next to one another to make a square. See Exhibit S. This is unworkmanlike both under Georgia case law

which recognizes installation of cracked tile as unworkmanlike, and by not meeting ANSI industry standards.

Jagged edges broken into shape rather than cut cleanly is below industry standards and unworkmanlike.

79. All cuts in the install were made using a 4 inch handheld angle grinder, rather than a wet saw. This resulted in jagged edges. Edges are so jagged that in several places voids peel out from under the quarterround.
80. ANSI 108 A-3.3.3 states, "Smooth cut edges. Install tile without jagged or flaked edges." See Exhibit V Tile standards.
81. ANSI 108 A-3.3.4 states, "Fit tile closely where edges will be covered by trim, escutcheons, or other similar devices." See Exhibit V Tile standards.
82. The boxes that the tile came in says on the box, "DO NOT DRY CUT USING POWER TOOLS". See Exhibit W, Photo of tile box.
83. We counted and the number of tiles installed with improperly cut edges is 383 tiles. The total install contract was for 1,335 sq ft. See Exhibit A "Contract between Edwin Alexander as customer and Brian McDonald as Contractor using name Floors Outlet". Each tile is 12 inches by 12 inches, or 1 sq ft. 383 divided by 1,335 represents 28.7% of the installed tiles, which were cut improperly.
84. Jagged edges and improperly cut tiles impact approximately 28% of the installed tiles.
85. Additionally, tiles broken into shape or improperly cut are lined up in rows, usually along a wall. The boxes that the tile came in say on the box, "The material is intentionally manufactured and selected with varying degrees of tonal differences to produce the chromatic effects typical of the product types. It is absolutely essential that you take materials from a number of boxes when laying the material." See Exhibit W, Photo of tile box. Replacing a row of tiles all at once, without mixing dye lots or lots of tiles, would lead to a color difference. Therefore, to install the tiles according to instructions on the box, significantly more than 28% of tiles would have to be removed and replaced in order to blend color changes between lots.

Excessive Lippage Exceeds Industry Standards and is Unworkmanlike.

86. In *Allied Enterprises, Inc. v. Brooks*, unworkmanlike qualities included not prepping the floor such that tiles did not lie flat. "The floor in the kitchen was not made level before the tile floor was installed, and the flooring now follows the contour of the floor in which there are high and low places." *Allied Enterprises, Inc. v. Brooks*, 1956, 93 Ga.App. 832, at 837-838, 93 S.E.2d 392, at 395.

87. ANSI 108 A 3.3.7 gives a chart showing acceptable lippage. Grout lines in the install at 204 Highland Rd. are approximately 3/16 of an inch. According to the chart in the ANSI standard, the maximum acceptable lippage is 1/32 of an inch. See Exhibit V Tile standards.
88. Tiles were installed with excessive lippage throughout the house. It impacts every room. See Exhibit U, Lippage photos. In photos, I used pennies to show lippage. According to the U.S. Treasury, a penny is 1.52 mm thick. See Exhibit X, U.S. Treasury webpage. 1/16 inch is 1.5875mm, or about 1 penny. 1/8 inch is 3.175mm, or about 2 pennies. Two pennies, the amount of lippage common in this install and present in every room in multiple places is approximately 1/8 of an inch and is approximately 4 times the acceptable amount of lippage allowed in industry standards.
89. Lippage was so severe that it interfered with quarterround install. This is show in Exhibit U, in the photo of "Lippage, Photo 6" which shows an example of quarterround not able to lie flat to the floor. Quarterround consistently could be laid flat against walls, if grout was scraped off, but the floor was too uneven due to lippage for quarterround to lay flat.
90. Chairs currently in use at 204 Highland Rd. were previously used in a house in Gainesville, FL. Wilhelmina Randtke occupied the house 204 Highland Rd. at all times from April 9, 2022 to May 20, 2022 while waiting for Floors Outlet to schedule work. From April 9, 2022 to May 20, 2022, Wilhelmina Randtke used the same set of chairs and had moved them from the house in Gainesville. In the house in Gainesville where Wilhelmina Randtke previously lived for 3 years, and with the flooring previously in place at 204 Highland Rd. before that older flooring was removed on May 23, 2022, the chairs sat level and did not rock. Since Floors Outlet botched the tile install, the dining chairs rock in most places in 204 Highland Rd. due to lippage and the floor having been made uneven by Floors Outlet.

Holes in the grout is below industry standards and unworkmanlike.

91. ANSI 108 AN-3.9 states, "All tile installations and especially exterior installations require periodic inspection and maintenance. All exterior installations require inspection and routine maintenance including the application of hydrophobic sealers, repair of movement joints, and replacement of cracked or missing tiles and grout." See Exhibit V, Tile standard.
92. ANSI 108 A-4.7.6.4 states, "All grout joints shall be uniformly finished. Cushion edge tile shall be finished evenly to the depth of the cushion." See Exhibit V, Tile standards. Holes in grout are both not uniform and are not even to the depth of the cushion (edge) of the tile.

93. The subcontractor abandoned the job without completing grout. Large sections of tile have no grout. Grout has holes and gaps in it. No room has completed grout due to large gaps and holes. Exhibit U shows photos of example holes in grout. Holes impact every room, and Floors Outlet did not finish applying grout in any room.

Grout and thinset smeared on top of tile is below industry standards and unworkmanlike.

94. ANSI 108 A-4.7.6.1 states, "Use caution, when grouting glazed ceramic tiles to prevent scratching or damaging the surface of the tile." See Exhibit V, Tile standards. Grout cured on the surface of tiles is in violation of this standard.

95. Exhibit U shows photos of grout cured on the surface of tiles for a permanently dirty look.

Inconsistent grout color is below industry standards and unworkmanlike.

96. ANSI 108 A-4.7.5.1.1 states, "Machine mixing of grout is preferred to assure a uniform blend. To prevent trapping air bubbles into the prepared grout, use a slow speed mixer." See Exhibit V, Tile standards. Wildly variable grout color even in areas that are close together shows a uniform blend was not achieved and shows poor workmanship. Uneven grout color is throughout the house. Exhibit U has photos of uneven grout color.

Counterclaims against Mo Flo LLC, Floors Outlet, Brian McDonald, Prince Preston, and Randy Childs.

97. We are entering mandatory counterclaims against all parties already part of this case (Floors Outlet and Mo Flo LLC) and against the following parties (Brian McDonald, Prince Preston, Randy Childs) on these grounds.

Brian McDonald as a party.

98. Specifically, our counterclaims are made against Floors Outlet and against Brian McDonald who made a sworn statement in the July 12, 2022 STATEMENT OF CLAIM in order to open the case, and we are entering claims against "Mo Flo LLC" if it is recognized by the court as a party to this case. The signature on the April 9, 2022 contract (Exhibit A "Contract between Edwin Alexander as customer and Brian McDonald as Contractor using name Floors Outlet") signed by Brian McDonald in front of Wilhelmina Randtke and Edwin Alexander matches the signature on the affidavit filed to open this case.

99. Brian McDonald signed the affidavit to open this lawsuit. He signed as agent of attorney and has already appeared on this case. Because he has already made an appearance, he does not need to be served.

Prince Preston as a party.

100. Brian McDonald of Floors Outlet has consistently and frequently identified Prince Preston as a partner, and Prince Preston identified himself as the business partner with Brian McDonald regarding Floors Outlet when he met with Wilhelmina Randtke on June 6, 2022 at 204 Highland Rd.
101. Prince Preston's address for service of process is: 440 Matthews Rd.; Statesboro, GA, 30458.

Randy Childs as a party.

102. OCGA 10-1-490, available at <https://law.justia.com/codes/georgia/2020/title-10/chapter-1/article-16/part-3/section-10-1-490/> requires a fictitious name registration be filed with the Superior Court. Floors Outlet never filed any such registration. See Exhibit K, Email with the Bulloch County Superior Court. Meanwhile, Randy Childs is registered as an owner of Floors Outlet along with Brian McDonald and Prince Preston on the business license on file with Bulloch County and effective June 1, 2022. See Exhibit O, Business license. While Floors Outlet contracted with us before getting a license and last performed work through a subcontractor on May 31, this license shows ownership close in time following Floors Outlet's contract with us. According to installers we have talked to in the flooring community in Statesboro, Randy Childs is the "silent partner" who invests money but is not involved in the day-to-day operations of Floors Outlet.
103. Randy Childs' address for service of process is: 1267 Northside Drive East, Statesboro, GA 30458.

Releasing Lamar Construction from liability and not adding Lamar Construction as a party.

104. Floors Outlet has identified Lamar Construction as a business partner, however it is certain that Lamar Construction has never consented to this and was used only because it previously occupied 440 Matthews Rd where Contractor Wholesale Floors, Prince Preston's business, is now located and so is associated with the address and can be presented as a plausible alternate identity to Floors Outlet and Contractor Wholesale Floors in order for Floors Outlet to falsely show association to a general contractor's license. A Google search for 440 Matthews Rd. shows results for Lamar Construction, and this allows Floors Outlet to mislead customers that Floors Outlet is a licensed general contractor. See Exhibit Y.

Counter claims in excess of \$15,000.00. Here is the list of counter claims.

Counterclaim for court costs and attorney's fees.

105. OCGA 13-6-11 states, "The expenses of litigation generally shall not be allowed as a part of the damages; but where the plaintiff has specially pleaded and has made prayer therefor and where the defendant has acted in bad faith, has been stubbornly litigious, or has caused the plaintiff unnecessary trouble and expense, the jury may allow them..
106. As previously shown, Brian McDonald personally stated multiple times that Floors Outlet would not complete the work, then filed this lawsuit with a perjured affidavit saying that we refused to let Floors Outlet complete the work.
107. We are claiming all past, current, and future costs and attorney fees.

Counterclaim for \$26,493.66 costs to remove tile and properly install comparable tiles.

108. Floors Outlet's subcontractor performed a botched tile install below minimum industry standards. Floors Outlet repeatedly stated it would not complete the install nor fix problems. The botched install destroyed all supplies, because the only way to get a tile installation meeting minimum industry standards would be to remove the botched tile install, and because tile removal from a concrete slab involves breaking tiles on the floor and grinding off thinset. Tile removal is more labor intensive and more expensive than is removing other types of flooring.
109. Where the contractor performs defective work, the measure of damages is the difference between the value of the work as actually done and the value which it would have had if it had been properly done in accordance with the contract, and this difference may be shown by the reasonable cost of correcting the defect. *Ryland Group v. Daley*, 245 Ga. App. 496, 537 S.E.2d 732 (2000); *Armstrong Transfer & Storage Co., Inc. v. Mann Const., Inc.*, 217 Ga. App. 538, 458 S.E.2d 481 (1995). See *Esprit Log and Timber Frame Homes, Inc. v. Wilcox*, 302 Ga. App. 550, 691 S.E.2d 344 (2010).
110. Correcting the defect likely means removing and replacing all tile. Unacceptable lippage is present in every room in multiple places. Jagged edges impacts approximately 28% of installed tiles. We counted and 383 tiles cut with an angle grinder rather than cut with a wet saw resulting in jagged edges. This represents approximately 28% of tiles installed. Several tiles were installed after being cracked into pieces with the pieces placed next to one another to make a square. Some tiles were installed chipped with pieces broken off. Floors Outlet also has not released spare tile and supplies to us, so we do not have a way to order or obtain replacement tiles.
111. Tile and supplies that we paid for with the \$8,159.72 down payment have been destroyed by the faulty install. Floors Outlet gave those supplies to a subcontractor who destroyed them. As a result, the supplies paid for by our down payment were not delivered to us.

112. The cost to complete the project is higher now than it was before Floors Outlet was in our house. On April 9, 2022, when we made the contract, we had carpet and laminate flooring. Removing carpet and laminate is straightforward and low cost. Removing tile involves breaking up and hauling away the tiles, then grinding the thinset off the concrete slab. It has the potential to damage the slab. It also costs significantly more than removing carpet and laminate.
113. Here are the quotes we got for removing tile:
- For example, Floors Outlet charges \$5 per square foot to remove tile. This would be \$6,675 to remove for the 1,335 sq ft affected at 204 Highland Rd. Because Floors Outlet charged \$394.50 to remove carpet and \$338 to remove laminate, the marginal cost to remove tile versus the previous flooring would be \$5,942.50 with Floors Outlet to do the job from where we are now than it had been to do the job from where we were on April 9, 2022 before they botched install.
 - Lowes said by phone that they charge \$2.50 per sq ft to remove tile. This would be \$3,337.50 to remove for 1,335 sq ft affected at 204 Highland Rd. As of August 2022, Lowes does not offer a PEI 5 tile with an ADA rating.
 - The average cost is \$3.50 per sq ft to remove tile according to <https://www.angi.com/articles/whats-average-cost-remove-ceramic-tile.htm> . This would be an average cost of \$4,672.5 for the 1,335 sq ft affected at 204 Highland Rd.
114. We were able to get a quote from Dalton Direct Flooring to replace with a comparable tile. The tile we got from Floors Outlet was Happy Feet Eternity in Almond color. That is a PEI 5 tile with an ADA rating. See Exhibit Z, Happy Floors spec sheet for Eternity tile. Lowes offered a PEI 5 tile with an ADA rating in April 2022, but has since discontinued it. Dalton Direct Flooring was able to source and provide a quote for install of a PEI 5 tile with an ADA rating. That is Exhibit AA, Quote from Dalton Direct Flooring. The total amount came to \$26,327.21 to remove the botched tile install, prepare the floor after tile removal, and properly install a comparable tile.

Counterclaim of \$2,594.48 for cost to stay in a hotel during tear out and reinstall.

115. We contracted with Floors Outlet to install flooring in a newly purchased house before moving in. Because of Floors Outlet not beginning install for 7 weeks after signing the contract, then not completing the install, and the 60 day notice we are required to give under right to repair, we have now moved into the house. We could not stay in limbo for months on end. We are 6 people, husband, wife, and four children. While we were not able to find a hotel in Statesboro allowing a room occupancy for 6 people, occupancy for 4 people at the Hampton Inn in Statesboro for 11 days, spanning Monday on one week up to Friday of the next week, came to \$2,594.48. See Exhibit AB, Quote for a hotel stay. This allows for time to remove and properly install tiles.

116. When Floors Outlet attempted to install, two men worked May 23-26. Caleb Warren, the subcontractor for the job said that he was flying to Colorado for his brother's wedding, was leaving May 29 for the trip, needed the money for the trip, and requested Wilhelmina Randtke to pay him \$700 per day for completed work. On Friday, May 27 in the morning only about half the house had tile, and Caleb Warren brought 8 men with him in an attempt to complete the install before leaving for Colorado. This supports an install time of about 2 weeks to do a workmanlike install, since Floors Outlet charged us \$8,555.50 for installation labor costs, subcontracted all work to "Shannon Warren's company", and since \$700 per day for two weeks of work is \$7,000 just a bit under that amount representing the price of the labor subcontract plus an approximately \$1,500 markup by Floors Outlet.
117. When we have spoken to contractors who provided quotes, two weeks is a reasonable amount of time for us to expect to have to vacate the house. That is to cover tear out of the faulty tile install, and proper installation of tile.

Counterclaim of \$2,307.72 for PODS storage units for temporary storage of furniture and possessions during tile tear out and proper installation.

118. We have now moved into the house. This was partially due to us having to give a 90 day repair period under the right to repair before being able to sue Floors Outlet to free up the money for someone else to complete the job. See <https://consumer.georgia.gov/consumer-topics/right-repair-act> . Before our furniture and things were in Gainesville. Now they are at 204 Highland Rd.
119. Exhibit AE is a quote for PODS storage to be able to put our furniture and things in during a tear out a proper installation of flooring. It comes to \$2,307.72 .

Counterclaim of \$750 to repaint kitchen cabinets.

120. During tile installation, Floors Outlet's installers ripped chunks off the kitchen cabinets. I was able to rebuild the pieces, but now there has to be a paint match and repainting. Average cost to repaint kitchen cabinets is \$750 according to <https://www.forbes.com/home-improvement/paint/painting-kitchen-cabinet-cost/> .
121. Photos of the damaged kitchen cabinet are included in Exhibit U, photos.

Counterclaim of \$1,100 (\$100 to repair large drywall hole and \$1,000 to paint that room).

122. "Shannon Warren's Company", Floors Outlet's subcontractor for all labor, removed and later rehung doors. Prior to installation, all doors had hinge doorstops. We have a December 2021 house inspection, which doesn't note holes in the drywall. See Exhibit C, house inspection. "Shannon Warren's Company" removed doors, then when they reinstalled, they reinstalled the hinge doorstops on only about half the doors, and put a door knob through the wall in the dining room. Cost to repair a drywall hole less than a foot large is approximately \$100 according to <https://www.angi.com/articles/how-much-does-drywall-repair-cost-small-holes.htm> , which does not include paint match. The room is a dark purple color. Repainting a room is approximately \$1,000 to \$3,000 according to <https://www.forbes.com/advisor/home-improvement/cost-to-hire-a-painter/> .
123. Using the lowest estimate to repaint the room, the cost to repair drywall and paint is approximately \$1,100.

Counterclaim of to-be-determined amount to clean and repaint baseboards and walls.

124. Floors Outlet smeared grout on walls in every room downstairs. We are seeking recovery for an amount to allow us to clean and if necessary repaint. We do not have a quote for this yet.

Counterclaim of \$320.67 to repair washer hookup and refrigerator ice hookup.

125. Floors Outlet unhooked appliances in order to install flooring. This resulted in damage to the washer hookup to where it dripped. On May 30, 2022, we paid \$13.69 for a water shut off key. See Exhibits D and E. On June 1, 2022, we paid Hudson Plumbing \$306.98 for repairs, including fixing the washer hookup and the refrigerator ice and water hookup that Floors Outlet had disconnected. See Exhibit F. The total cost to fix damaged plumbing was \$320.67.

Counterclaim of \$800 to clean thinset off the brick porch.

126. Floors Outlet's subcontractors drizzled and smeared thinset extensively on one side of the brick front porch. Initially, we had thought pressure washing or other cleaning that we could do would remove this. That is not the case. Actually, thinset is a form of concrete and is harder than brick, so has to be dissolved with an acid and then carefully worked. Actually, it has to be removed with muratic acid and improper application or technique can damage the brick and the mortar between the bricks. See <https://www.baltimoresun.com/news/bs-xpm-2008-08-10-0808060178-story.html> and <https://www.washingtonpost.com/news/where-we-live/wp/2015/08/18/how-to-clean-up-mortar-stains-on-brick/> .

127. When we had BB Masonry out to give a quote, they quoted \$800 to clean with muratic acid, said that that was not guaranteed, and said that if that did not work, then repairs would involve replacing brick and would be \$2,000. Exhibit AC is a quote for \$800 to clean thinset off with muratic acid. Exhibit AD is a quote for \$2,000 to replace brick if muratic acid cleaning failed. From talking to the owner, there is something like an 80% chance that cleaning with muratic acid would get the porch back to brick.

Total counterclaims exceed \$15,000 and so the magistrate court does not have jurisdiction and must transfer the case.

128. We are suing for:

\$26,493.66 cost to remove faulty install, purchase supplies, and provide an install meeting minimum industry standards of a comparable PEI 5 tile with an ADA rating
\$2,594.48 cost to stay in a hotel during tile tear out and install
\$2,307.72 cost for PODS storage for furniture and possessions during tear out and install
\$705 to repaint kitchen cabinets
\$1,100 to patch a large hole in the drywall in the dining room and repaint room
\$320.67 spent on a water shut off key and plumber in the days immediately after install to address washer hookups that the installers broke
\$800 to clean the thinset off the brick porch
Court costs and attorney's fees under OCGA 13-6-11, 9-15-4, and/or other law

129. This adds up to \$34,320.90 plus court costs and attorney's fees and plus as yet undetermined costs to clean walls and baseboards and if necessary repaint.

130. We withheld \$8159.52 retainage on the original contract with Floors Outlet, and would have paid it had the install been completed, had work been done in a workmanlike manner meeting minimum industry standards, and had extensive damage not been done to the house.

131. \$34,320.90 minus \$8,159.52 equals \$26,161.38 . We are asking for a judgment in excess of this amount as we are asking for this plus court and attorney fees and plus damage to walls and baseboards.

132. The maximum amount a Magistrate Court can decide on is \$15,000. The Magistrate Court should transfer the case to a court that can accept claims over \$15,000.

133. Brian McDonald of Floors Outlet repeatedly told us Floors Outlet would not complete work, fix issues with the floor, or fix things that they broke while in the house. On June 14 he reasserted in writing that Floors Outlet would not come back to the house. See Exhibit J. Then on July 12, he personally signed the affidavit in court stating that we had

refused to allow Floors Outlet to complete the install. He lied in a sworn statement. He knows Floors Outlet cannot legally recover, and he personally and repeatedly asserted Floors Outlet's refusal to do the work. The reason he sued is to force us to make compulsory counterclaims within 30 days, so that we do not have time to get quotes. That is why we have sometimes used estimates of the lowest end of the range from Angi's List. In the interests of justice, the 6 month discovery period and civil procedure is necessary. The discovery period and procedures available in court will allow us to get the financial records showing illegal subcontracting over \$2,500, to get accurate quotes which are likely higher than the absolute lowest estimate on Angi's List, and to get appropriate assessments of work for the extensive repairs needed.

134. Even if the amount in controversy were not over \$15,000, the contract and the value of the property we originally contracted for, the installed floor, which is the subject of this lawsuit is for \$16,716.44 which is more than a Magistrate Court is allowed to rule on.

Signed,

Wilhelmina Randtke
Wilhelmina Randtke

Edwin Alexander
Edwin Alexander

State of Georgia
County of Bulloch

State of Georgia
County of Bulloch

Sworn to (or affirmed) and subscribed before me this 8th of August 2022, by Wilhelmina Randtke (Name of Signer).

Sworn to (or affirmed) and subscribed before me this 8th of August 2022, by Edwin Alexander (Name of Signer).

Personally Known
 Produced Identification

Personally Known
 Produced Identification


Type and # of ID FL DL-R532-898-80-946-0

Type and # of ID FL DL-A425-210-79-447-U

Shonda L Wilkerson
(Signature of Notary)

Shonda L Wilkerson
(Signature of Notary)

(Name of Notary Typed, Stamped, or Printed)
Notary Public, State of Georgia



(Name of Notary Typed, Stamped, or Printed)
Notary Public, State of Georgia

