

IN THE STATE COURT OF BULLOCH COUNTY
STATE OF GEORGIA


Heather Banks McNeal, Clerk
Bulloch County, Georgia

MO FLO, LLC)
d/b/a FLOORS OUTLET,)
)
Plaintiff,)
)
v.)
)
WILHELMINA RANDTKE and)
EDWIN ALEXANDER)
Defendants,)
)
AND)
)
MO FLO, LLC)
d/b/a FLOORS OUTLET,)
)
Plaintiff / Third-Party)
Plaintiff,)
)
v.)
)
S&T FLOOR COVERING, LLC,)
)
Third-Party Defendant.)

CIVIL ACTION FILE
NO. STCV2022000202

**MO FLO, LLC d/b/a FLOORS OUTLET'S MOTION FOR LEAVE TO FILE AND
SERVE ITS THIRD-PARTY COMPLAINT**

COMES NOW MO FLO, LLC d/b/a FLOORS OUTLET ("Floors Outlet"), a Defendant and Third-Party Plaintiff in the above-styled action, and, pursuant to O.C.G.A. § 9-11-14, hereby files this Motion for Leave to File and Serve its Third-Party Complaint ("Motion"), showing the Court as follows:

1.

O.C.G.A. § 9-11-14(a) requires that a defendant / third-party plaintiff obtain leave of the Court in order to file and serve a third-party complaint against a third-party defendant to the case if more than ten (10) days have passed since the defendant / third-party plaintiff filed its original answer. It is unclear whether O.C.G.A. § 9-11-14(a) applies to the instant case because Floors

Outlet, as Plaintiff, was not required to file an Answer to Defendant's Answer and Counterclaim. However, in an abundance of caution, Floors Outlet files this Motion.

2.

While leave is required, Georgia courts have made clear that the provisions of O.C.G.A. § 9-11-14(a) "are to be liberally construed to avoid multiplicity of actions, to save time and cost of reduplication of evidence and to assure consistent results from similar evidence and common issues." Free v. Lankford & Assocs., Inc., 284 Ga. App. 328, 330 (2007). In other words, leave should be granted if the defendant / third-party plaintiff shows good cause for adding the third-party defendant after the initial 10-day window. See id.

3.

In this case, Floors Outlet has already filed its original Third-Party Complaint against the Third-Party Defendant. Additionally, Third-Party Defendant, has already filed its Answer to the Third-Party Complaint. However, Floors Outlet inadvertently failed to seek court approval through a motion for leave prior to filing the original Third-Party Complaint. Accordingly, this Motion seeks court approval for leave to file and serve the Third-Party Complaint against the Third-Party Defendant.

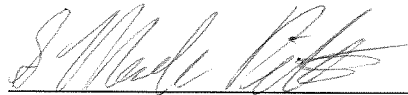
5.

For the foregoing reasons, Floors Outlet seeks leave (a) to file the Summons and Third-Party Complaint attached hereto as Exhibits "A" and "B" and all previously filed pleadings in this case as Exhibit "C" and (b) to serve S&T Floor Covering, LLC with the Summons and Third-Party Complaint.

6.

A proposed Order is attached hereto as Exhibit "D".

Respectfully submitted this 21st day of November, 2022.



S. MEGHAN PITTMAN

State Bar No. 616791

R. MATTHEW SHOEMAKER

State Bar No. 339367

*Attorneys for Mo Flo, LLC d/b/a
Floors Outlet*

JONES CORK, LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P. O. Box 6437
Macon, Georgia 31208-6437
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(478) 743-9609 (facsimile)
meghan.pittman@jonescork.com
matt.shoemaker@jonescork.com

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


Heather Banks McNeal, Clerk
Bulloch County, Georgia

MO FLO, LLC)
d/b/a FLOORS OUTLET,)
)
Plaintiff,)
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v.)
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WILHELMINA RANDTKE and)
EDWIN ALEXANDER)
Defendants,)
)
AND)
)
MO FLO, LLC)
d/b/a FLOORS OUTLET,)
)
Plaintiff / Third-Party)
Plaintiff,)
)
v.)
)
S&T FLOOR COVERING, LLC,)
)
Third-Party Defendant.)

**CIVIL ACTION FILE
NO. STCV2022000202**

SUMMONS

TO: SHANNON WARREN

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff' and Third-Party Plaintiff's attorney, whose name and address is:

**R. MATTHEW SHOEMAKER
JONES CORK, LLP
P.O. BOX 6437
MACON GEORGIA 31208**

an answer to the third-party complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If this action pertains to a Protective Order, the Answer is to be filed and served on or before the scheduled hearing date attached. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This _____ day of October, 2022.

Clerk of State Court of Bulloch County

IN THE STATE COURT OF BULLOCH COUNTY
STATE OF GEORGIA


Heather Banks McNeal, Clerk
 Bulloch County, Georgia

MO FLO, LLC)
 d/b/a FLOORS OUTLET,)
)
 Plaintiff,)
)
 v.)
)
 WILHELMINA ALEXANDER and)
 EDWIN ALEXANDER)
 Defendants,)
)
 AND)
)
 MO FLO, LLC)
 d/b/a FLOORS OUTLET,)
)
 Plaintiff / Third-Party)
 Plaintiff,)
)
 v.)
)
 S&T FLOOR COVERING, LLC,)
)
 Third-Party Defendant.)

CIVIL ACTION FILE
NO. STCV2022000202

PLAINTIFF AND THIRD-PARTY PLAINTIFF MO FLO, LLC d/b/a FLOORS
OUTLET'S THIRD-PARTY COMPLAINT

COMES NOW MO FLO, LLC, d/b/a FLOORS OUTLET (“Mo Flo, LLC”), a Plaintiff and
 Third-Party Plaintiff in the above-styled action, and, pursuant to O.C.G.A. § 9-11-14(b), hereby
 files this Third-Party Complaint, showing this Court as follows:

Jurisdiction and Venue

1.

Mo Flo, LLC (“Plaintiff”) filed this suit against Wilhelmina Randtke and Edwin
 Alexander (“the Defendants”) in the Magistrate Court of Bulloch County on July 12, 2022. (See
 Plaintiff’s Statement of Claim attached as Exhibit “A”).

2.

The Defendants filed counterclaims against Plaintiff and transferred the suit to this Court. Defendants' Answer and Counterclaim alleged that this Court has jurisdiction over both parties and that venue is proper in this Court. (See Defendants' Answer attached as Exhibit "B").

3.

S&T Floor Covering, LLC ("Third-Party Defendant") is a limited liability company organized and existing under the laws of the state of Georgia with its principal place of business in Wayne County, Georgia. Third-Party Defendant is authorized to transact business in the state of Georgia and may be served with process by delivery of the Summons and Third-Party Complaint to its registered agent, Shannon Warren, at 330 Satilla Church Rd., Jesup, Georgia 31545.

4.

This Court has jurisdiction over the Third-Party Defendant and venue in this Court is proper as to the Third-Party Defendant pursuant to O.C.G.A. §§ 9-11-14, 9-10-34, and 9-10-91 and Ga. Const. Art. VI, § II.

General Allegations

5.

Defendants claim breach of contract and negligent construction against Plaintiff in connection with the tile installation to the Defendants' residence at 205 Highland Road (the "Residence"). (See Exhibit "B").

6.

Defendants sets forth numerous alleged defects involving the installation of the tile as well as damage to the surrounding areas of the home while installing the tile. Defendants claim

such alleged defects arose from Plaintiff's alleged breach of contract and alleged negligent installation of tile flooring at the Residence. (See Exhibit "B", ¶¶ 108-126).

7.

S&T Floor Covering, LLC, the Third-Party Defendant, was the subcontractor hired by Plaintiff to perform the work, installing the tile flooring, which Defendants claim was defective.

8.

Therefore, in the event that Mo Flo, LLC is found liable for any of the alleged defects, the Third-Party Defendant, S&T Floor Covering, LLC, is liable to Mo Flo, LLC as set forth below.

COUNT I – INDEMNITY FOR NEGLIGENT CONTRUCTION

9.

Mo Flo, LLC's allegations contained in Paragraphs 1-8 are hereby adopted and re-alleged as if fully set forth herein.

10.

Defendants allege defects relating to the project of installing tile at the Residence (See Exhibit "B", ¶¶ 108-114).

11.

Defendants also allege various other defects to the home due to the installation of the tile including, but not limited to: damage to the kitchen cabinet; damage to the drywall due to holes; and damage to the porch, floor, and walls due to grout and smear residue. (See Exhibit "B", ¶¶ 115-126).

12.

Mo Flo, LLC hired S&T Floor Covering, LLC to perform the tile installation at the Residence.

13.

Upon information and belief, S&T Floor Covering, LLC did so perform the tile installation work at the Residence.

14.

Therefore, in the event that Mo Flo, LLC is found liable for any alleged defects relating to the tile installation work at the Residence, S&T Floor Covering, LLC must indemnify Mo Flo, LLC for same.

COUNT II – CONTRIBUTION FOR NEGLIGENT CONTRUCTION

15.

Mo Flo, LLC's allegations contained in Paragraphs 1-14 are hereby adopted and re-alleged as if fully set forth herein.

16.

While Mo Flo, LLC denies liability for any claims brought against it by the Defendants, in the event that Mo Flo, LLC is found liable to the Defendants in any amount, then Mo Flo, LLC is entitled to contribution from S&T Floor Covering, LLC pursuant to all applicable Georgia common law principles, including, but not limited to O.C.G.A. § 51-12-32.

17.

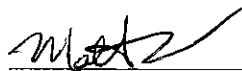
S&T Floor Covering, LLC is liable to Mo Flo, LLC as a Third-Party Defendant for purposes of contribution for any damages incurred by Mo Flo, LLC arising from this action due

to S&T Floor Covering, LLC acting as a subcontractor for Mo Flo, LLC in the project at issue in this case.

WHEREFORE, Mo Flo, LLC prays for the following:

- (1) That the Third-Party Defendant be served with the Summons and Third-Party Complaint;
- (2) That judgment be entered against the Third-Party Defendant for any and all damages Mo Flo, LLC is liable for in this lawsuit through indemnification;
- (3) That judgment be entered against the Third-Party Defendant for any and all damages Mo Flo, LLC is liable for in this lawsuit through contribution;
- (4) That judgment be entered against the Third-Party Defendant for Mo Flo, LLC's attorneys' fees and expenses of litigation in this matter, in an amount to be proven at trial; and
- (5) Such further and other relief as the Court deems just and proper.

Respectfully submitted this 20th day of October, 2022.



R. MATTHEW SHOEMAKER
State Bar No. 339367
Attorney for Plaintiff Mo Flo, LLC
d/b/a Floors Outlet
(counterclaims only)

JONES CORK, LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P. O. Box 6437
Macon, Georgia 31208-6437
(478) 745-2821
(478) 743-9609 (facsimile)
matt.shoemaker@jonescork.com

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
)
)
) Statement Of Claim

VS
Plaintiff(s)
WILHELMINA ALEXANDER
204 HIGHLAND RD

EDWIN ALEXANDER
204 HIGHLAND RD

STATESBORO, GA 30458
Defendant(s)

STATESBORO, GA 30458

COPY

STATEMENT OF CLAIM

Suit on : a NOTE [] ACCOUNT [] OTHER [X] explain :

Plaintiff says that defendant(s) is/are indebted to the plaintiff as follows:

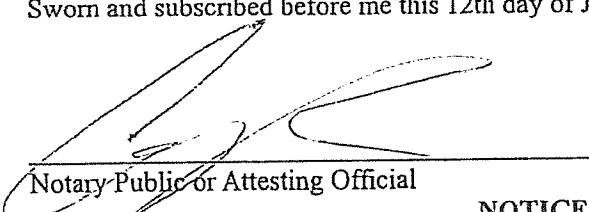
Floors outlet was contracted by above mentioned defendants to install tile at their home. Defendant refuses to allow us to finish job and has stopped communication. Floors outlet has not been paid for work performed

Claim Amount is \$8,159.72 plus \$0.00 interest, \$0.00 attorney's fees, \$0.00 late fees, \$0.00 as miscellaneous fees, \$110.00 costs to date, and all future costs. Total = \$8,269.72

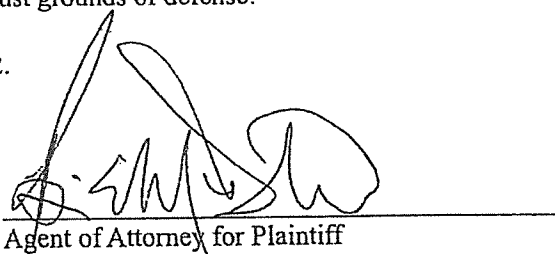
STATE OF GEORGIA, COUNTY OF BULLOCH

, being duly sworn, says that the foregoing is a just and true statement of the plaintiff and claim made by plaintiff against defendant(s), exclusive of all set-offs and just grounds of defense.

Sworn and subscribed before me this 12th day of July 2022.



Notary Public or Attesting Official



Agent of Attorney for Plaintiff

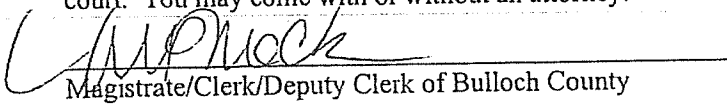
NOTICE AND SUMMONS

TO : WILHELMINA ALEXANDER and EDWIN ALEXANDER

You are hereby notified that MO FLO LLC has made and filed a claim and is asking for judgment against you in the sum of \$8,159.72 plus \$0.00 interest, \$0.00 attorney's fees, \$0.00 late fees, \$0.00 miscellaneous fees, and \$110.00.

YOU ARE REQUIRED TO FILE OR PRESENT AN ANSWER TO THIS CLAIM WITHIN 30 DAYS AFTER SERVICE OR CLAIM AGAINST YOU. IF YOU DO NOT FILE AN ANSWER, JUDGMENT BY DEFAULT WILL BE ENTERED AGAINST YOU. YOUR ANSWER MAY BE FILED IN WRITING OR MAY BE GIVEN ORALLY TO A CLERK OF THIS COURT DURING REGULAR BUSINESS HOURS.

If you have a claim against the plaintiff, you should notify the court at once. If you admit the claim, but desire additional time to pay, you must come to the hearing in person and state the circumstances to the court. You may come with or without an attorney.



Magistrate/Clerk/Deputy Clerk of Bulloch County

EXHIBIT A

SEP 26, 2022 08:33 PM

IN THE STATE COURT OF BULLOCH COUNTY, STATE OF GEORGIA

MO FLO LLC
1267 NORTHSIDE DRIVE EAST
STATESBORO, GA 30458
DBA: FLOORS OUTLET
Plaintiff(s)

VS

WILHELMINA ALEXANDER EDWIN ALEXANDER
204 HIGHLAND RD 204 HIGHLAND RD
STATESBORO, GA 30458 STATESBORO, GA 30458
Defendants

) State Court: STCV2022000202
) Magistrate Court : 2022-11739CS
)
) REFILING OF DEFENDANTS' ANSWER
) TO PROVIDE TRUE AND CORRECT
) COPIES OF EXHIBITS WHICH THE
) MAGISTRATE COURT OF BULLOCH
) COUNTY ALTERED


Heather Banks McNeal, Clerk
Bulloch County, Georgia

REFILING OF DEFENDANTS' ANSWER TO PROVIDE TRUE AND CORRECT COPIES OF EXHIBITS WHICH THE MAGISTRATE COURT OF BULLOCH COUNTY ALTERED

We are refiling our DEFENDANTS' ANSWER and exhibits from Magistrate Court. This is to correct the record, and provide what we actually filed in the Magistrate Court of Bulloch County. The Magistrate Court altered our filing, in that the Magistrate Court took clear photographs that we provided digitally, printed those out in black and white, then scanned them at low resolution. This resulted in destruction of the Exhibits, in that photographs were altered so dramatically that damage was no longer visible. The Magistrate Court of Bulloch County also altered the Exhibits in that, Magistrate Court provided fewer pages when it transferred the record to State Court.

This is not an amended answer. Nothing has changed. The only change we made was to combine all files into a single PDF and then compress the PDF, resulting in a slight loss of image quality, but a much less dramatic loss of image quality than in the transferred record. On August 9, 2022, we filed this exact same DEFENDANTS' ANSWER in print with a CD of Exhibits attached at the Magistrate Court of Bulloch County. We provided five copies of the DEFENDANTS' ANSWER and Exhibits to the Magistrate Court of Bulloch County, to allow a copy for the Magistrate Court and a copy for mailing to each of the four Plaintiffs: Mo Flo LLC, Brian McDonald, Prince Preston, and Randy Childs. On August 10, 2022, we mailed a copy of the DEFENDANTS' ANSWER and CD with Exhibits to each of: Randy Childs (73 S. College Street; Statesboro, GA, 30458, USA), Prince Preston (440 Matthews Road; Statesboro, GA 30458), and Brian McDonald (208 Spotted Fawn Rd. N.; Statesboro, GA 30461). This a true and correct copy of the set of materials that each Plaintiff has had a copy of.

This day of September 26, 2022.


Wilhelmina Randtke, Defendant
204 Highland Rd.
Statesboro, GA 30458



Edwin Alexander, Defendant
204 Highland Rd.
Statesboro, GA 30458

EXHIBIT B

CERTIFICATE OF SERVICE

I certify that I filed a copy of this REFILING OF DEFENDANTS' ANSWER TO PROVIDE TRUE AND CORRECT COPIES OF EXHIBITS WHICH THE MAGISTRATE COURT OF BULLOCH COUNTY ALTERED with the State Court of Bulloch County and will mail copies to:

Christopher R. Gohagan
12 Siebald Street
Post Office Box 327
Statesboro, Georgia 30459

Brian McDonald
208 Spotted Fawn RD N
Statesboro, GA 30458

R. Matthew Shoemaker
Jones Cork LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P.O. Box 6437
Macon, Georgia 31208-6437

Signed September 26, 2022



Wilhelmina Randtke
204 Highland Rd
Statesboro, GA 30458

**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 tray 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 E 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. Wilhemina 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. “RKMl’s first and second points on appeal address the trial court’s conclusion that RKMl failed to perform its work in a good and workmanlike manner. The points allege error because of failings in proof by BMH. RKMl fails to appreciate, however, that BMH did not have the burden to prove that RKMl 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, RKMl 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:
- o 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.
 - o 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.
 - o 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



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

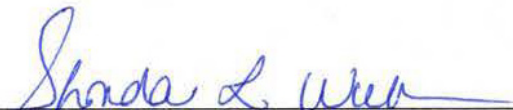
Personally Known
 Produced Identification

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

Type and # of ID FL DL-A425-210-79-447-0



(Signature of Notary)



(Signature of Notary)

(Name of Notary Typed, Stamped, or Printed)

(Name of Notary Typed, Stamped, or Printed)

Notary Public, State of Georgia

Notary Public, State of Georgia

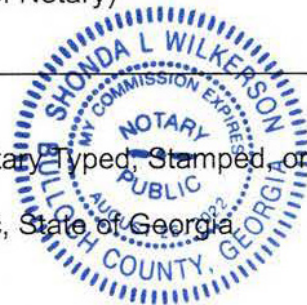


Exhibit A
Contract between Edwin Alexander as customer
and
Brian McDonald as Contractor using name Floors Outlet

Floors Outlet Installation Contract

This Contract for (customer) Edwin Alexander is made effective as of (date): 4/9/2022

Product: Eternity Almond: 12 x 12, Mapei: Hickory

Areas: Kitchen, Living room, Play room, Den, Bedroom, underappan Foyer, laundry room, all 1st floor except ~~to~~ thru room and

1. Description of Services. 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, ~~including~~

- Provide Materials (product name): Eternity Almond 12x12
- Installation services such as, Mapei: Hickory
 - o Remove & Dispose existing flooring (if any)
 - o Remove and reinstall appliances
 - o Remove and reinstall doors (if necessary)
 - o Set aside/put back furniture but limited to: Heavy items that customer(s) prefers to be moved
 - o Install all of the materials for designated areas
 - o Clean area after installation is complete

2. Description of Services (Customer). Customer(s) shall provide access to the location date of install. Customer(s) hereby agrees to provide all services found below,

- Remove any perishable items that includes,
 - o Anything that is meant to be stored in shelves, and/or anything that is breakable and is not allowed to be handled by non-other than customer(s)

3. Term. This contract will terminate automatically on 4/30/22
Contractor hereby agrees to provide, all services found below,

- One Year Installation Warranty
- Free Flooring Cleaner for LIFE! (with flooring kit)

Contractor signature: [Signature]

Customer(s) signature: [Signature]

f | outlet floors

Customer: Edwin & Mina Email: edwinmendez117@gmail.com

Date/Time 4/8/2022 Address: 204 Highland Rd

Cell: (850) 345-0123

Measure for: Eternity Almond 12x12, Grout: Hickory

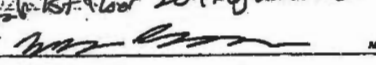
Material:	Unit			\$ Per Unit	Price
Tile	1,335	sq. ft	x	\$ 4.69	\$ 6,261.15
Quarter Round	432	ln. ft.	x	\$ 0.49	\$ 211.68
Thinset (Mortar)	15	bags	x	\$ 38.97	\$ 584.55
Grout (Hickory)	14	bags	x	\$ 25.99	\$ 363.86
Install:					
Tile	1,335	sq. ft	x	\$ 5.00	\$ 6,675.00
Quarter Round	432	ln. ft.	x	\$ 1.50	\$ 648.00
Carpet Removal	789	sq. ft	x	\$ 0.50	\$ 394.50
Laminate Removal	338	sq. ft	x	\$ 1.00	\$ 338.00
Floor prep					\$ 500.00
Freight					\$ 149.00
New Total: \$16,319.44					
Balance to order materials: \$8,159.72				Tax:	\$ 593.70
Remaining after install: \$8,159.72				Total:	\$ 16,719.44

Paid Balance to order materials on 4/9/22: \$8,159.72

Remaining Balance: \$8,159.72

Exhibit B
Cashed check written April 9, 2022 by
Wilhelmina Randtke to Floors Outlet

Check Number:
1334
Date Posted:
04/11/2022
Check Amount:
8,159.72

WILHELMINA RANDTKE 7030 POTTSBURG DR JACKSONVILLE, FL 32216 PH: 904-724-6446		1334 63-751/631 10588 1000942407238
		April 9, 2022 <small>Date</small>
Pay to the Order of	Floors Outlet	\$ 8,159 ⁷² / ₁₀₀
Eight thousand one hundred fifty nine and ⁷² / ₁₀₀		Dollars
For	materials + damp proof on 1st floor 204 Highland Rd 	
063107513		01334
041122 2832 0670492 <061100606>SYN		

↳ usbanks directory.com / routing - number
Synovus-bank

↳ 1137 1st Ave ; Columbus, GA
800-334-9007 31201

Synovus
keeps
records
for 7 years

Synovus
Statesboro Branch
1205 Brampton Ave
888-796-6887
2 East Main St
same phone #

Exhibit C
Inspection Report, December 13, 2021, 204 Highland Rd.

INSPECTION REPORT

**Prepared for: Edwin Alexander
December 13, 2021**



**204 Highland Road
Statesboro, GA**

**JUST-EN TIME INSPECTIONS
MARK JUSTEN
(912) 536-5730**

PURPOSE AND SCOPE OF INSPECTION

While conducting the inspection described herein Just-en Time Inspections has diligently attempted to present an honest and unbiased evaluation of the property in question.

This inspection constitutes a visual examination of the premises for the purpose of determining the condition, at the time of the inspection only, of the accessible portions of the building and related components, systems, and appliances considered to be real property.

Excluded from this inspection are those items considered inaccessible, not visible, optional, and/or considered not to be essential to the occupancy of the building, including, but not limited to:

- Washing machines (including hook-ups and drains)
- Dryers and portable dishwashers
- Window air conditioners, dehumidifiers and humidifiers
- Solar heating systems and portable heating equipment
- Water softeners, conditioners, purifiers, and filters
- Timers and automatic timing devices
- Intercom systems and related equipment
- Fire and burglar alarm systems and related equipment
- Property boundaries, surveys, and easements
- Municipal zoning laws, restrictions, and ordinances
- Drainage, water tables, and flood plains
- Ecological conditions of lakes, ponds, rivers, brooks, and streams
- Geological conditions, mineral deposits, radiation, and molds
- Public services and utilities

THIS IS NOT AN OFFICIAL WOOD INFESTATION REPORT. **We are neither qualified, authorized, nor licensed to inspect for health related molds, mildew, or fungi.** Water, plumbing, and sub-surface sewerage disposal system evaluations do not include underground and/or inaccessible components.


This inspection and report are not intended, or to be considered, as a guarantee or warranty regarding the condition of the property.



This inspection has been conducted as a guide and is not intended to be interpreted as technically exhaustive. This inspection and report is valid for a period of 30 days from the date of the report. By accepting and paying for this report you agree to all of the terms listed in it.




The report is confidential and is the exclusive property of the party or parties for whom it was prepared and is not intended to be used by any third party for any purpose whatsoever.



GROUNDS / EXTERIOR



House Elevation: Multi
Water Supply: Public
Sewerage: Public
Wall Finish: Brick & Wood Siding
Roofing: Architectural Shingles



OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Grade/Slopes		X		THERE ARE SOME AREAS WHERE THE GRADE HAS VERY LITTLE SLOPE.
Hose Bibbs		X		THE FRONT HOSE BIBB DRIPS.
Driveway	X			
Chimney	X			
Roofing	X			
Flashing		X		THERE IS NO VISIBLE FLASHING WHERE THE SHINGLES MEET THE BRICK ON THE FRONT SIDE OF THE HOUSE. 
Roof Vents	X			
Cornice/Fascia		X		THE CORNICE, FASCIA, AND TRIM ARE WEATHERED.


OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				
Screens/Shutters		X		THERE IS LOOSE SCREEN AROUND THE SCREENED PORCH.
Receptacles			X	THE RECEPTACLES ARE NOT GROUND FAULT PROTECTED.
Exterior Doors	X			THE WOOD DOORS ARE WEATHERED.
Windows			X	<p>THERE IS WATER DAMAGE TO SEVERAL OF THE WOOD WINDOWS AOUND THE HOUSE.</p> 


OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				  <p data-bbox="685 1356 1305 1381">ALL OF THE WOOD WINDOWS ARE WEATHERED.</p> 

OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Caulking			X	<p>THERE ARE GAPS AND CRACKS IN THE CAULKING AROUND SOME OF THE WINDOWS AND DOORS.</p> 
Garage Door	X			
Garage Casing	X			
Garage Opener	X			
Steps	X			<p>THERE IS SOME MORTAR MISSING IN THE FRONT STEPS.</p>
Porch Support			X	<p>THERE IS WATER DAMAGE TO THE FRONT PORCH COLUMNS.</p> 
Porch	X			<p>THERE IS SOME MORTAR MISSING IN THE FRONT PORCH BRICK. THE SCREENED PORCH FRAMING IS WEATHERED.</p>

OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				
Brick		X		<p>THERE IS A SETTLING CRACK ABOVE THE FRONT DOOR.</p> 
Wood Siding			X	<p>THERE IS WATER DAMAGE TO THE SIDING ON THE LEFT DORMER.</p>


OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				 <p>THERE IS WATER DAMAGE TO THE SIDING AROUND THE GARGAE.</p>  <p>THE WOOD SIDING IS WEATHERED. THERE IS WATER INTRUSION AND DAMAGE ON THE INTERIOR SIDE OF THE GARAGE WALLS.</p>

OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				


OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Other			X	<p>THERE IS EXPOSED WIRING ON THE LEFT SIDE OF THE HOUSE NEAR THE HVAC UNIT.</p> 

INTERIOR

DOWNSTAIRS INTERIOR	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Walls	X			THERE ARE SOME SCUFFS AND SCRAPES.
Doors	X			
Ceilings			X	THERE IS DAMAGE AROUND THE FIRE PLACE. THERE ARE AREAS WHERE THERE ARE CRACKS AND/OR DISCOLORATION.
Switches	X			
Receptacles	X			
Windows			X	THE WINDOWS IN THE REAR BEDROOM, DEN, DINING ROOM, AND LIVING ROOM, HAVE LOST THEIR SEALS. THE WINDOWS WOULD NOT OPEN (SAFETY HAZARD IN BEDROOMS, NO MEANS TO EGRESS). THERE ARE WINDOWS THAT ARE DIRTY AND IT WAS HARD TO TELL IF SOME OF THE SEALS WERE BROKEN.
Ceiling Fans	X			
Carpet	X			THERE ARE SOME STAINS.
Floors	X			
Lighting	X			
Other:				I WOULD RECOMMEND A SMOKE ALARM IN THE BEDROOM (SAFETY).



UPSTAIRS INTERIOR	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Walls	X			
Doors	X			
Ceilings		X		THERE ARE AREAS WITH CRACKS AND/OR DISCOLORATION.
Switches	X			
Receptacles	X			
Windows			X	THE WINDOWS WOULD NOT OPEN (SAFETY HAZARD IN BEDROOMS, NO MEANS TO EGRESS). ALL OF THE WINDOWS HAVE LOST THEIR SEALS.
Ceiling Fans	X			
Carpet		X		THERE ARE SOME STAINS. THERE IS SOME GATHERED CARPET.
Floors	X			THERE ARE SOME SQUEAKY AREAS.
Lighting	X			
Other:			X	<p>THE STAIR HAND RAILS AT THE BOTTOM ARE LOOSE. THERE ARE NO HAND RAILS ON THE TOP PORTION OF THE STAIRWELL.</p>  <p>I RECOMMEND A SMOKE ALARM IN EACH BEDROOM (SAFETY).</p>

BATHROOMS

DOWNSTAIRS HALL BATHROOM	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Electrical	X			
GFCI			X	THE RECEPTACLES ARE NOT ROUND FAULT PROTECTED.
Plumbing/Drains			X	THE TUB IS DRAINING SLOW. THE WATER PRESSURE IS WEAK AT THE SINK. THERE ARE RUSTY PLUMBING LINES.
Ceiling/Walls/Flooring			X	THE WINDOW HAS LOST ITS SEAL. THERE IS WATER DAMAGE UNDER THE SINK. 
Sink(s)	X			THE SINK STOPPER IS MISSING.
Tub & Shower	X			

UPSTAIRS HALL BATHROOM	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Electrical	X			
GFCI			X	THE RECEPTACLES ARE NOT GROUND FAULT PROTECTED.
Plumbing/Drains			X	THE TUB IS DRAINING SLOW.
Ceiling/Walls/Flooring			X	THE WINDOW HAS LOST ITS SEAL. THERE IS SOME WATER DAMAGE UNDER THE SINK. THERE ARE SOME RUSTY PLUMBING LINES.
Sink(s)	X			
Tub & Shower	X			

FUNCTIONAL AREAS


KITCHEN	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Plumbing			X	<p>THE SINK FAUCET IS LOOSE. THERE IS SOME RUSTY PLUMBING.</p> 
Walls	X			
Ceiling	X			
Molding	X			
Lighting	X			
Switches	X			
Receptacles			X	<p>THE RECEPTACLES ARE NOT GROUND FAULT PROTECTED.</p>
Cabinets (Exterior)			X	<p>THERE IS WATER DAMAGE UNDER THE SINK AND POSSIBLE FUNGAL GROWTH.</p> 
Counters	X			
Flooring	X			


APPLIANCES	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Cook Top	X			
Exhaust Fan			X	I DO NOT SEE A PLACE FOR THE STOVE VENT TO EXHAUST.
Oven	X			
Dishwasher	X			
Refrigerator	X			
Ice Maker	X			
Disposal			X	THE DISPOSAL IS RUSTY AND THE FLAPS ON THE TOP SIDE ARE MISSING AND/OR TORN.
Other				

GAS LOG FIRE PLACE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Damper	X			
Chimney/Needs Cleaning			X	THE CHIMNEY NEEDS TO BE CLEANED.
Fire Brick	X			
Gas Logs				THERE IS NO GAS.
Gas Start				THERE IS NO GAS.
Cracks	X			

MASTER / UTILITIES

Heating: Manufacturer: G.E. 4 ton 1993
 Trane 1 ½ ton 2015
Type: Electric
 Heat Pump
Cooling: Manufacturer: G.E. 4 ton 1993
 Trane 1 ½ ton 2015
Type: Electric
Location of Unit(s): Exterior/Interior

HEATING / COOLING	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Operation	X			I COULD NOT TEST THE AIR CONDITIONING BECAUSE THE TEMEPRATURE HAS BEEN BELOW 55 DEGREES IN THE PAST 24 HOURS. THE ARE G.E. SYSTEM IS OLDER AND AT THE END OF ITS LIFE EXPECTANCY.
Filters	X			
Returns	X			
Vents/Registers	X			
Duct Work	X			THERE IS DUCT WORK THAT CANNOT BE ACCESSED.
Other		X		THERE IS A GAP IN THE REFIRGERANT LINE INSULATION ON THE EXTERIOR.  THERE ARE WATER STAINS IN THE MECHANICAL CLOSET.


HEATING / COOLING	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				

Temp. Readings: Level1: Heat 107 Cool Return 67
Temp. Readings: Level2: Heat 115 Cool Return 62

Water Heater: 2007 Manufacturer: Whirlpool Ext. Capacity 40 Gallons
Type: Electric

WATER HEATER	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Rust	X			
Electric Service	X			
Leaks	X			
Temp/Press Release	X			
Operation	X			


Electrical: Underground Location of Box: Hall
 Main Disconnect: 200 Amps Service Line: Aluminum
 240 Volt Lines: Aluminum & Copper 120 Volt Line: Copper

ELECTRICAL	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Breakers			X	THERE IS A BREAKER THAT IS RUNNING MORE THAN ONE CIRCUIT. 
Ground	X			
Sub Panel(s)				
AFCI/GFCI				
Other		X		THE PANEL IS NOT LABELED.

ATTIC

Roof Construction: 2X8 16OC & 2X8 24 OC
 Sheathing: Plywood

ATTIC	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Access			X	<p>THE ACCESS LADDER IN THE GARAGE IS BROKEN AND HAS NOT BEEN CUT TO FIT AT THE BOTTOM.</p>  <p>THE ACCESS HATCHES IN THE UPSTAIRS ARE NOT INSULATED AND THE ONE ON THE CEILING IS BROKEN.</p>  <p>IT WAS NOT SAFE TO ENTER THE LOWER ATTIC IN THE UPSTAIRS, I COULD NOT SEE THE FRAMING TO WALK ON.</p>
Plumbing Vents	X			
Moisture	X			
Wiring	X			

ATTIC	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Electrical Junctions	X			
Ventilation		X		THERE IS LIMITED VENTILATION IN THE LOWER ATTIC OF THE UPSTAIRS.
Insulation		X		<p>THE INSULATION HAS SETTLED IN THE UPPER ATTIC AND MORE MAY NEED TO BE ADDED FOR EFFICIENCY.</p> 

It is understood and agreed that should company and/or employees be found liable for any loss or damages resulting from a failure to perform any of its obligations, including but not limited to negligence, breach of contract, or otherwise, then the liability of company and/or its agents or employees shall be limited to a sum equal to the amount of the fee paid by the customer for the inspection and report. By accepting and paying for this report you agree to all of the terms listed in it.

Exhibit D

Water shut off key pricing.

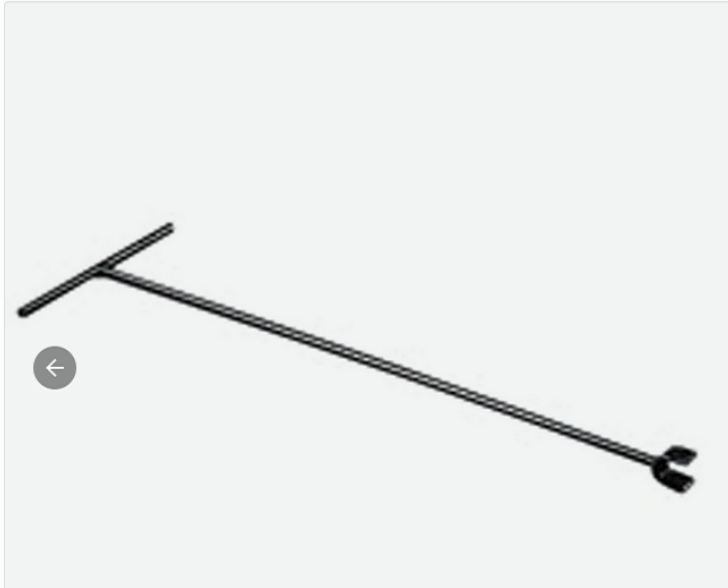
The water shut off key was 12.68. After tax
that is 13.69.

Lawn & Garden / Irrigation / Irrigation Repair / Underground Irrigation Tools

Orbit Water Shut-Off Curb Key

Item #166341 Model #53246

Shop Orbit ★★★★★ 361



BESTSELLER

\$12.68

- Open and close meters and underground stop and waste valves
- 28 in. long
- Steel construction

- 1 +

Add to Cart



Free Store & Curbside Pickup
31 Available today at **Atlanta-Edgewood Lowe's**
Aisle 17 | Bay 43



Delivery
Free with \$45 Order
Get it by **Tue, Aug 2**

Exhibit E.
Credit Card Statement Showing Purchase of Water Shut Off
Key on May 30, 2022 for \$13.69



P.O. BOX 15204
WILMINGTON, DE 19850

Customer Service Information:

www.bankofamerica.com
1.800.421.2110

Mail billing inquiries to:

Bank of America
P.O. Box 672050
Dallas TX 75267-2050

Mail payment to:

Bank of America
P.O. Box 660710
Dallas TX 75266-0710

EDWIN ALEXANDER
IRENE LAUDERMAN ALEXANDER
2119 NW 29TH AVE
GAINESVILLE FL 32605-2915

Visa Signature®

Account# [REDACTED]
May 26 - June 25, 2022

Account Summary

Previous Balance	\$2,218.64
Payments and Other Credits	-\$2,247.72
Purchases and Adjustments	\$2,455.66
Fees Charged	\$0.00
Interest Charged	\$0.00

New Balance Total	\$2,426.58
Total Credit Line	\$21,000.00
Total Credit Available	\$18,573.42
Cash Credit Line	\$4,200.00
Portion of Credit Available for Cash	\$4,200.00
Statement Closing Date	06/25/2022
Days in Billing Cycle	31

Payment Information

New Balance Total	\$2,426.58
Current Payment Due	\$25.00
<hr/>	
Total Minimum Payment Due	\$25.00
Payment Due Date	07/22/2022

Late Payment Warning: If we do not receive your Total Minimum Payment by the date listed above, you may have to pay a late fee of up to **\$39.00** and your APRs may be increased up to the Penalty APR of **29.99%**.

Total Minimum Payment Warning: If you make only the Total Minimum Payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will payoff the balance shown on this statement in about	And you will end up paying an estimated total of
Only the Total Minimum Payment	12 years	\$4,407.00
\$82.00	36 months	\$2,952.00 (Savings = \$1,455.00)

If you would like information about credit counseling services, call 866.300.5238.

BANK OF AMERICA
P.O. BOX 660710
DALLAS TX 75266-0710

Account Number: [REDACTED]

New Balance Total	\$2,426.58
Total Minimum Payment Due	\$25.00
Payment Due Date	07/22/2022

Enter payment amount \$ [REDACTED]

EDWIN ALEXANDER
IRENE LAUDERMAN ALEXANDER
2119 NW 29TH AVE
GAINESVILLE FL 32605-2915

For change of address/phone number, see reverse side.
Make your payment online at www.bankofamerica.com or

Mail this coupon along with your check payable to: Bank of America

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

PAYING INTEREST - We will not charge interest on Purchases on the next statement if you pay the New Balance Total in full by the Payment Due Date, and you had paid in full by the previous Payment Due Date. We will begin charging interest on Balance Transfers and Cash Advances on the transaction date.

TOTAL INTEREST CHARGE COMPUTATION - Interest Charges accrue and are compounded on a daily basis. To determine the Interest Charges, we multiply each Balance Subject to Interest Rate by its applicable Daily Periodic Rate and that result is multiplied by the number of days in the billing cycle. To determine the total Interest Charge for the billing cycle, we add the Periodic Rate Interest Charges together. A Daily Periodic Rate is calculated by dividing an Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS - Payments are allocated to posted balances. If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first (including transactions made after this statement). Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

IMPORTANT INFORMATION ABOUT PAYMENTS BY PHONE - When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. To cancel, call us before the scheduled payment date. Same day payments cannot be edited or canceled.

YOUR CREDIT LINES - The Total Credit Line is the amount of credit available for the account; however, only a portion of that is available for Bank Cash Advances. The Cash Credit Line is that amount you have available for Bank Cash Advances. Generally, Bank Cash Advances consist of ATM Cash Advances, Over the Counter (OTC) Cash Advances, Same-Day Online Cash Advances, Overdraft Protection Cash Advances, Cash Equivalents, and applicable transaction fees.

MISCELLANEOUS - Promotional Rate End Date: This date is based on a future statement closing date. If you change your payment due date, this date could change. The New Balance Total which appears on this statement is not a payoff amount and may be subject to additional interest charges when you pay in full after your statement closing date. Please contact the customer service number located on the front of this statement for a pay-off amount. Virtual cards are the digital form of your eligible physical credit cards stored within a digital wallet.

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CALCULATION OF BALANCES SUBJECT TO INTEREST RATE

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to an Interest Rate for Purchases and for each Introductory or Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Purchases, new Account Fees, and new Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Introductory or Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre Cycle balance" - a Pre-Cycle balance is a Balance Transfer or a Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Balance Transfers, new Cash Advances and Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance: (1) we take the beginning balance attributable solely to Pre-Cycle balance (which will be zero on the transaction date of the first Pre-Cycle balance); (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) and add only the applicable Pre-Cycle balances and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

For the complete terms and conditions of your account, consult your Credit Card Agreement. This account is issued and administered by Bank of America. Bank of America is a registered trademark of Bank of America Corporation.

PAYMENTS We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance portion of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Central. Credit for any other payments may be delayed up to five days. Cash payments made with our tellers will only be accepted with a valid identification (ID).

No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

Change of Address/Phone number: Online at www.bankofamerica.com

Please do not add any written communication in this space.

Transactions

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
Payments and Other Credits						
05/26	05/26	PAYMENT - THANK YOU	4008	0371	-2,218.64	
05/31	06/01	PROGRESSIVE *INSURANCE 800-776-4737 OH	7590	0371	-29.08	
TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD						-\$2,247.72
Purchases and Adjustments						
05/27	05/28	WM SUPERCENTER #3877 GAINESVILLE FL	9980	0371	15.00	
05/30	05/31	ACE HARDWARE STATESBORO STATESBORO GA	0205	0371	63.45	
05/30	06/01	LOWES #00177* STATESBORO GA	2815	0371	54.99	
05/30	06/01	LOWES #00177* STATESBORO GA	3011	0371	13.69	
05/30	06/01	FOODWORLD # 792 STATESBORO GA	6936	0371	23.75	
05/31	06/01	A CHILDS DREAM PRESCHOOL 561-302-4495 FL	0380	0371	215.00	
06/01	06/02	BUMBLEBEES* BUMBLEBEES bumblebeeschiGA	2131	0371	435.00	
06/01	06/02	SQ *HUDSON PLUMBING INC Statesboro GA	0089	0371	306.98	
06/01	06/03	ALDI 76085 STAESBORO GA	1226	0371	71.90	
06/02	06/03	FOOD LION #2825 STATESBORO GA	1094	0371	23.47	
06/03	06/04	ACE HARDWARE STATESBORO STATESBORO GA	0278	0371	3.88	
06/05	06/06	TRACTOR SUPPLY CO #1563 STATESBORO GA	3921	0371	86.39	
06/05	06/07	FOODWORLD # 793 STATESBORO GA	1963	0371	12.34	
06/06	06/07	A CHILDS DREAM PRESCHOOL 561-302-4495 FL	3234	0371	215.00	
06/08	06/08	MED*UF HEALTH 888-766-8154 FL	6379	0371	153.45	
06/07	06/09	ALDI 74119 GAINESVILLE FL	4267	0371	8.98	
06/11	06/13	O'REILLY AUTO PARTS 6388 STATESBORO GA	7250	0371	6.47	
06/12	06/13	PIGGLY WIGGLY #62 NAHUNTA GA	7671	0371	1.03	
06/13	06/15	ALDI 74119 GAINESVILLE FL	4884	0371	58.79	
06/14	06/15	NORTHLAND CABLE TELEVI 8002485421 WA	3909	0371	55.12	
06/15	06/16	BUMBLEBEES* BUMBLEBEES bumblebeeschiGA	6829	0371	135.00	
06/15	06/16	JENKINS KIA OF GAINESVIL GAINESVILLE FL	0139	0371	6.10	
06/17	06/18	BUMBLEBEES* BUMBLEBEES bumblebeeschiGA	4279	0371	135.00	
06/17	06/18	PEDIATRIC ASSOCIATES - A 818-996-6000 FL	0165	0371	20.62	
06/18	06/18	MED*UF HEALTH 888-766-8154 FL	3782	0371	48.12	
06/18	06/20	AMAZON.COM*RZ4IJ00B3 AMZNAMZN.COM/BILLWA	3239	0371	68.56	
06/18	06/20	LOWES #02365* GAINESVILLE FL	5665	0371	23.50	
06/19	06/20	COX GAINESVILLE COMM 800-234-3993 FL	4022	0371	97.90	
06/19	06/21	KINGS KOUNTRY PRODUCE STARKE FL	1407	0371	25.64	
06/20	06/21	OLD NAVY US 5750 GAINESVILLE FL	3723	0371	3.21	
06/20	06/22	ALDI 74109 GAINESVILLE FL	6085	0371	67.33	
TOTAL PURCHASES AND ADJUSTMENTS FOR THIS PERIOD						\$2,455.66
Interest Charged						
06/25	06/25	INTEREST CHARGED ON PURCHASES			0.00	
06/25	06/25	INTEREST CHARGED ON BALANCE TRANSFERS			0.00	
06/25	06/25	INTEREST CHARGED ON DIR DEP&CHK CASHADV			0.00	
06/25	06/25	INTEREST CHARGED ON BANK CASH ADVANCES			0.00	
TOTAL INTEREST CHARGED FOR THIS PERIOD						\$0.00

2022 Totals Year-to-Date	
Total fees charged in 2022	\$0.00
Total interest charged in 2022	\$0.00

Interest Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Promotional Rate End Date	Balance Subject to Interest Rate	Interest Charges by Transaction Type
Purchases	12.99%V				\$ 0.00	\$ 0.00
Balance Transfers	12.99%V				\$ 0.00	\$ 0.00
Direct Deposit and Check Cash Advances	17.74%V				\$ 0.00	\$ 0.00
Bank Cash Advances	19.99%V				\$ 0.00	\$ 0.00

APR Type Definitions Daily Interest Rate Type: V= Variable Rate (rate may vary)

Important Messages

You can request a copy of this statement in either Braille or Large Print by calling 800.432.1000 or going to bankofamerica.com and enter Visually Impaired Access from the home page.

Your Reward Summary

24.26	Base Cash Back Earned
4.45	Category Bonus Earned
21.79	Relationship Bonus Earned
280.32	Total Cash Back Available

**Make the most of your
rewards program today!**

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Exhibit F.
Hudson Plumbing Receipt for Repair of Damaged
Washer Hookups



HUDSON PLUMBING INC

P.O. Box 477
Statesboro, GA 30459-0477
(912) 489-4254

012058

Customer's Order No. Edwin Alexander Date 1 2022
 Name Edwin Alexander
 Address 204 Highland Drive
Statesboro Ga Phone/Cell:

SOLD BY CASH C.O.D. CHARGE ON ACCT MDSE RETD PAID OUT LAYAWAY

QUAN.	DESCRIPTION	PRICE	AMOUNT
	Repaired leaks on cut-off valves at washer.		Total labor \$ 296. ⁰⁰
	Checked ice water connection + cut on water. Paid		
	Replaced pop up drain assembly + traps on lavatory downstairs.		
	Repaired floor leak on front of house		
	Installed bath faucet		
	<small>All claims and returned goods MUST be accompanied by this bill</small>		
RECEIVED BY	<u>[Signature]</u>	TAX \$	✓ 1.00
		TOTAL	296

9/1/22 Thank You ^{and} processing fee 10.38
306.98

Exhibit G.

Business card for Jose's Flooring, a subcontractor of "Shannon Warren's company".

The only flooring company you can trust... #1

Jose's Flooring

912-245-3861

Jose Eduardo Gonzalez
Owner

Vidalia, GA

Laminate . Carpet . Tile . Wood . Vinyl

Exhibit H1.

Email chain with Subject Line "Following up from Saturday, could you pass us the Floors Outlet license info?"



Wilhelmina Randtke <randtke@gmail.com>

Following up from Saturday, could you pass us the Floors Outlet license info?

Brian McDonald <brian@floors-outlet.com>
To: Wilhelmina Randtke <randtke@gmail.com>

Wed, Jun 29, 2022 at 12:34 PM

Just touching base to see if you are going to allow us the opportunity to come fix what is wrong with job. We haven't heard from you in some time and are trying to put a plan together.

Thank you,
Brian McDonald
Owner
Floors Outlet
o 912-225-9911
c 912-243-5477
[1267 Northside Drive E](#)
[Statesboro, GA 30458](#)

On Fri, Jun 24, 2022 at 8:04 AM Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

Thank you for providing a certificate of insurance for your and Floors Outlet's partners.

This helps me to know how much I am gambling if I am required to give Floors Outlet a chance to fix things. I have had another contractor to see the floor and have contacted others. If it turns out that I am required to give Floors Outlet the opportunity to complete the work, then I will ask for an updated certificate of insurance as part of that process.

Once I have a replacement contractor, and a plan, I will be in touch about finances.

As a reminder, you are required to provide the name of all applicable insurers for Floors Outlet related to my potential claim. For both our reference, the contract was signed April 9, 2022, and your subcontractors were in my house May 23-30.

-Wilhelmina

On Tue, Jun 21, 2022, 8:34 PM Brian McDonald <brian@floors-outlet.com> wrote:

Wilhelmina,

Per our conversation on Saturday, we tried to contact you via phone about our insurance information. We called between 12:00pm and 1:00pm as you requested because of your work. We are sending you a COI as an attachment to this email and would like to speak with you about moving forward. We will try to call you again tomorrow between the same times.

image0.jpeg

Sent from my iPhone

On Jun 18, 2022, at 1:47 PM, Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

I'm following up on this. You have said you will not address issues nor complete the install. Nevertheless, for me get the floor corrected by another contractor, my understanding is that I may be required to formally give you the opportunity to fix problems. Because of the amount of damage done to walls, appliances, kitchen cabinets, and doors, I want to know what insurance coverage you have so that I know how much I am gambling if you send subcontractors back in the house.

I want to remind you that you have 30 days from June 6 to give me all applicable insurance information that covers the damage your subcontractors already did and that would cover workers you might send to do additional work. See <https://law.justia.com/codes/georgia/2020/title-33/chapter-3/section-33-3-28/> .

-Wilhelmina

On Mon, Jun 6, 2022 at 10:16 AM Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

Good morning. On Saturday, we'd come by and asked to see the license and insurance info for Floors Outlet. I know you had said that you will not file a claim, because it will impact premiums, but could you still provide the license information, so we can check on it?

Also, what is Caleb and Shannon's last name, or the name they are using to contract with you?

Thanks so much for any assistance.

-Wilhelmina

Exhibit H2.

This is the image0.jpeg attachment to the June 21, 2022 email in the chain. This shows that P3 Flooring purchased an insurance policy on June 18, 2022. While Brian McDonald stated in the email that it was a certificate of insurance for Floors Outlet, it does not list Floors Outlet as covered.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of GA, LLC dba Glenn/Davis & Associates 23452 Hwy 80 East Statesboro, GA 30461 Nash Davis - Reassigned Book	912-489-3716		CONTACT NAME: Sean P. Davis	
			PHONE (A/C, No, Ext): 912-489-3716	FAX (A/C, No): 912-489-3717
			E-MAIL ADDRESS:	
			INSURER(S) AFFORDING COVERAGE	
			NAIC #	
			INSURER A: Owners Insurance Co 32700	
			INSURER B: Technology Insurance Company 42376	
			INSURER C: Auto-Owners Insurance Co. 18988	
			INSURER D:	
			INSURER E:	
			INSURER F:	

INSURED
P3 Flooring, LLC, dba Contractor
Wholesale Floors & MoFlo LLC
440 Mathews Road
Statesboro, GA 30458

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			80260222	06/18/2022	06/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5026338100	02/04/2022	02/04/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			5026338101	06/18/2022	06/18/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TES4015815	10/23/2021	10/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Wilhelmina Alexander 204 Highland Rd Statesboro, GA 30458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Exhibit I.

Email with subject line "Final Pay Request" and
attachment scanned image0.jpeg



Wilhelmina Randtke <randtke@gmail.com>

Final Pay Request

Brian McDonald <brian@floors-outlet.com>
To: randtke@gmail.com

Tue, Jun 7, 2022 at 12:56 PM

We have determined that against industry standards that your job is all but 10% satisfactory. Please find your adjusted invoice with your 10% deduction. Please remit payment immediately.

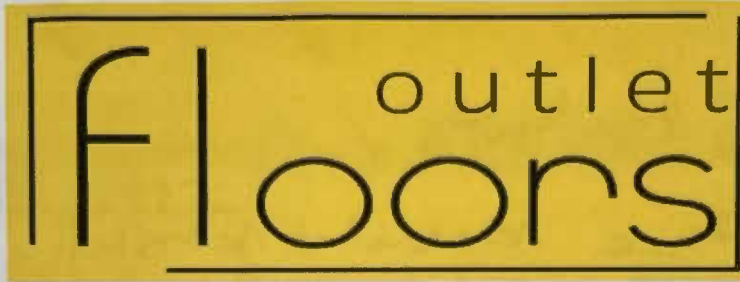
Thank you,

Brian McDonald
Floors Outlet
o 912-225-9911
c 912-243-5477
1267 Northside Drive E
Statesboro, GA 30458



image0.jpeg
688K

Josh



Customer: Edwin & Mina Email: edwinalexander127@gmail.com

Date/Time 4/8/2022 Address: 204 Highland Rd

Cell: [\(850\)-345-6123](tel:(850)-345-6123)

Measure for: Eternity Almond 12x12, Grout: Hickory

Material:	Unit			\$ Per Unit	Price
Tile	1,335	sq. ft	x	\$ 4.69	\$ 6,261.15
Quarter Round	432	ln. ft.	x	\$ 0.49	\$ 211.68
Thinset (Mortar)	15	bags	x	\$ 38.97	\$ 584.55
Grout (Hickory)	14	bags	x	\$ 25.99	\$ 363.86
Install:					
Tile	1,335	sq. ft	x	\$ 5.00	\$ 6,675.00
Quarter Round	432	ln. ft.	x	\$ 1.50	\$ 648.00
Carpet Removal	789	sq. ft	x	\$ 0.50	\$ 394.50
Laminate Removal	338	sq. ft	x	\$ 1.00	\$ 338.00
Floor prep					\$ 500.00
Freight					\$ 149.00
New Total: \$16,319.44					
Balance to order materials: \$8,159.72				Tax:	\$ 593.70
Remaining after install: \$8,159.72				Total:	\$ 16,719.44

Paid Balance to order materials on 4/9/22: \$8,159.72

Remaining Balance: \$8,159.72

6/7/2022

↳ New Remaining balance reflecting 10% Reduction:
\$7,487.50

Exhibit J.
Email chain with subject line "Final Pay Request".



Wilhelmina Randtke <randtke@gmail.com>

Final Pay Request

Wilhelmina Randtke <randtke@gmail.com>
To: Brian McDonald <brian@floors-outlet.com>
Cc: Edwin Alexander <edwinalexander127@gmail.com>

Sat, Jun 18, 2022 at 4:51 PM

Brian,

You, your business partner Prince Preston, and Shannon Warren owner of your subcontractor all viewed the extensive problems with the floor and damage to other things when you came to my house on June 6. Nevertheless, in the interests of documenting, here are examples of the bad install and damage: https://drive.google.com/file/d/1y_xbfeN89Azl1x83n2A48JEdKlvKaCfL/view?usp=sharing (filename 2022_06_18_picsOfFloorsOutletBotchedTileInstallPics.pdf). These are examples but not a photograph of every problem. For example, all edges are jagged, and all walls are dirtied and smeared. Jagged edges, cracks, incomplete grout, and lippage is everywhere. I am unsure of how to photograph extensive lippage, so I don't have pics of that, but you came and saw it.

These are the issues I will have to get addressed.

Please let me know how many spare tiles you have, so that I know how much flexibility there is to salvage things, if it's salvageable. My understanding is that due to extensive lippage everywhere, that it's not salvageable.

-Wilhelmina

On Wed, Jun 15, 2022 at 6:17 PM Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

I contracted with you to install tile. You subcontracted that to a company that subcontracted it out to someone who did not have the skills. Nevertheless, my contract is with you, not with your subcontractor's subcontractors. I contracted for the tile installation, which you are now saying that you will not provide.

I will look for another contractor who can assess the tile installation. As you know, and as you described to me, a tear out is more expensive than installation. The tile installation, even if you had completed it, is below industry standards due to the amount of lippage, tiles being broken into pieces before installation and broken pieces installed next to one another to make a square, edges being broken into shape rather than cut into shape when partial tiles were needed near walls and thresholds such that there are holes in the floor along the edge of the quarterround, and misalignment. You botched the install, strung me along (I still have furniture in a converted carport that floods because you said you needed the time to work with your subcontractor to install grout, you never complete grout on what is there, and I had to keep the floor clear to allow you access to grout). Now you are saying you are leaving and still wish to bill me when we both know that the cost to fix this and bring it up to a minimum standard is potentially more than the dollar amount of the original contract. I'm not going to pay at this time. Payment was due 2 days after install, and you are saying that you will not provide the install.

I have to find another contractor to assess the situation and either complete the job or tear out and properly install an equivalent tile. That's on short notice to me. Because I can't move in until this is resolved, I definitely intend to find someone to provide the install as quickly as I can.

I also will find someone to repair damage to walls, kitchen cabinets, and doors, that your subcontractors did.

This is short notice. After I have found a contractor to do the work, I will be in touch about my additional costs, due to you not providing the service. At that time, we can discuss dollar amounts and what is owed to who.

-Wilhelmina

On Tue, Jun 14, 2022 at 11:02 AM Brian McDonald <brian@floors-outlet.com> wrote:

Wilhelmina,

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.

Thank you,
Brian McDonald
Owner
Floors Outlet
o 912-225-9911
c 912-243-5477
1267 Northside Drive E
Statesboro, GA 30458

On Tue, Jun 14, 2022 at 8:41 AM Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

There are 3 issues here:

- 1) I contracted with you for a tile install meeting industry standards, which you did not provide. I do not accept the price reduction of \$672.22 indicated on your adjusted invoice. Even if you adjusted by 10%, I still do not accept it. I want an installation that meets industry minimums. That's what we contracted for, and you have not delivered it.
- 2) You did not complete the botched tile install. There are large gaps in the grout in every room. This means I can't move furniture in, since I then will have to move it out to allow grouting. I have had the house clear from May 23, the first day of installation, until present. I realize that your subcontractor, Shannon Warren's company, abandoned the install after you paid them, but I have a contract with you and not with your subcontractor. You also have the extra tile and grout, and you have the materials needed to complete the botched install. Quarterround installation was never completed. Shannon Warren's company subcontracted that to Jose's Flooring, but Jose's Flooring could not complete the install due to the amount of grout caked onto the baseboards which interfered with quarterround install.
- 3) Your subcontractors did a lot of damage to things that weren't the floor. They smeared grout and thinset on every wall. It's extensive. There is grout and thinset caked on the baseboards. They broken the large hole in the dining room wall by rehanging doors without hinge doorstops and putting the door knob through the wall. That needs a patch and paint. They ripped chunks off the kitchen cabinet doors, which I've tried to repair by rebuilding the missing chunks, but now someone has to do a paint match and repaint doors.

Do you intend to fix the install and bring it up to a minimum industry standard?

Do you intend to complete the install by grouting and finishing quarterround install?

Do you intend to get thinset and grout off the walls and baseboards, fix the dry wall hole and do a paint match, and do a paint match to the kitchen cabinet door?

\$672.22 is not enough for me to fix these problems. I refuse you making this adjustment to the scope of work and price.

I will remind you that payment is due 2 days after installation is completed.

-Wilhelmina Randtke

On Mon, Jun 13, 2022 at 9:35 AM Brian McDonald <brian@floors-outlet.com> wrote:

Wilhelmina,

Please remit payment for the adjusted invoice immediately.

Thank you,
Brian McDonald
Owner
Floors Outlet

o 912-225-9911
c 912-243-5477
1267 Northside Drive E
Statesboro, GA 30458

On Sun, Jun 12, 2022 at 9:03 AM Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

Before we signed this contract, you said you were licensed and insured as a general contractor through your business partner at 440 Matthews Rd. License no RLCO001318 is associated with 440 Matthews Rd.

When you came and saw the install on June 1 and 2, you thought the floor was a tear out. Problems include tile consistently misaligned to walls throughout the house, lippage throughout the house, excessive lippage in the kitchen where when I left for work at 7:50am no tile had been laid and when I came back at noon your installers were humping furniture across freshly laid tile, tiles broken before install and then broken pieces installed next to one another to make a square, wet saw not used so that edges of "cut" tiles are broken and chipped rather than cut, jagged edges so uneven that gaps show from underneath the quarterround, quarterround installation not complete due to the amount of grout smeared on the baseboards preventing quarterround installation, tiles not fully grouted with numerous holes in the grout and several missing sections of grout more than 4 inches long, cracked tile installed prominently at bathroom thresholds, grout and thinset smeared on the walls, a large hole in the dry wall from reinstalling doors but not reinstalling hinge door stops, damage to appliance hook ups, damage to the refrigerator from the ice tray being put in the sink and flooring stuff put in it, chunks ripped off the kitchen cabinet doors, grout and thinset smeared on bathroom and kitchen counters. On June 4, when we came to the store, you said that your plan going forward was that you would have Shannon do a tear out and a different installer reinstall, and that you didn't want to make an insurance claim because you didn't want rates to go up. You described what that would look like with concrete dust, covering doorways with plastic to prevent dust spread, and disconnecting and sealing off air conditioner ducts to keep dust from damaging the ductwork.

Because of the amount of damage done when Shannon and Caleb, your subcontractors were here, and the potential to damage the slab during a tear out, I'd asked for insurance information to be able to contact the insurance company and verify coverage. On Monday, your business partner Prince Preston told me you are not licensed and insured as a general contractor. asked me what check he would have to write to make me go away, then said he would sue me.

I still don't know what companies you subcontracted this out to. I don't believe that Shannon Warren and Caleb Warren are real names. And Shannon Warren subcontracted out to other subcontractors. It's risky for me to have people working without workers compensation coverage, and to have potential damage to the house without insurance coverage. General contractor required insurance is supposed to be in place to handle those risks. You not having insurance that you said you had is a big change. Please let me know what companies you subcontracted to that have had employees in the house, and please let me know what insurance coverage applies. The lack of insurance and licensing is a big change and I am uncomfortable with it. If I let you all back in to fix problems with the install now that you've told me you don't have insurance, then I've accepted that change, and I don't want to risk holding the bill for injuries or structural damage.

Meanwhile, the installation is not completed. At all previous times, you said that the payment was due 2 days after installation.

-Wilhelmina

On Tue, Jun 7, 2022 at 12:56 PM Brian McDonald <brian@floors-outlet.com> wrote:

We have determined that against industry standards that your job is all but 10% satisfactory. Please find your adjusted invoice with your 10% deduction. Please remit payment immediately.

Thank you,

Brian McDonald
Floors Outlet



o 912-225-9911
c 912-243-5477
1267 Northside Drive E
Statesboro, GA 30458

Exhibit K.
Email with the Bulloch County Superior Court.



Wilhelmina Randtke <randtke@gmail.com>

Request to check on a fictitious name registration / dba

Raymond, Jennifer <Jennifer.Raymond@gsccca.org>
To: "randtke@gmail.com" <randtke@gmail.com>

Wed, Jul 20, 2022 at 9:24 AM

Good morning,

A trade name in referenced to "Floors Outlet" has not been located in our records.

From: Wilhelmina Randtke [randtke@gmail.com]
Sent: Tuesday, July 19, 2022 8:09 PM
To: clerkinfo@bullochcounty.net
Cc: Edwin Alexander
Subject: Re: Request to check on a fictitious name registration / dba

Clerk of the Superior Court for Bulloch County,

I wanted to follow up on this request for any fictitious name registration for "Floors Outlet" in Bulloch County. I had phone called, and confirmed that there is no registration for this fictitious name. Is it possible for me to get a certification that a diligent search was performed and no record was found?

I want to be able to show this hearsay exemption <https://law.justia.com/codes/georgia/2020/title-24/chapter-8/article-1/section-24-8-803/> "absence of public record or entry" and it sounds like I would be able to get something from the court confirming that a search for a "Floors Outlet" fictitious name registration did not find any such registration.

Thank you for any assistance. I will try phoning this week to ask how I can request a certification that no fictitious name registration is on file.

Best,

-Wilhelmina Randtke

850-345-6123

On Tue, Jun 21, 2022 at 10:35 AM Wilhelmina Randtke <randtke@gmail.com> wrote:

Clerk of the Superior Court for Bulloch County,

I would like to know whether there has ever been a fictitious name registration for "Floors Outlet" in Bulloch County, and to get copies of any responsive records.

I believe that if there is a fictitious name registration, it would have been registered between August 2019 and present.

It is possible that a fictitious name registration could have been registered between February 2015 and present.

Thank you in advance for any assistance locating any records that might match.

Best,

-Wilhelmina Randtke

850-345-6123

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Exhibit L.
Brian McDonald's business card.

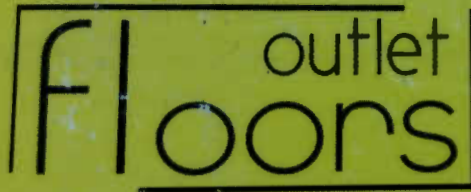
Front:



Back:



Exhibit M.
Josh White's Floors Outlet business card.



Josh White
SALES REPRESENTATIVE



1267 Northside Dr. E
Statesboro, GA 30458



912-225-9911



678-232-3817



jcwhite1103@gmail.com



floorsoutlet.online

Exhibit N.

Floors Outlet website screenshot showing Brian McDonald listed as owner.

GET TO KNOW OUR TEAM:



Brian McDonald

Owner/Manager

Many of you may know Brian as the one and only “Mo” .. Brian is our main man here at Floors Outlet and he is truly one of a kind. Brian makes it impossible for you to leave our store without a smile on your face. He loves meeting and connecting with people and comes up with new ideas every day to make Statesboro a better place. So far, Brian has sponsored drives for Fostering Bulloch to collect donations and raise awareness for the less fortunate children in our area. Another project is in the works to raise funds for the Humane Society of Statesboro, and Brian plans on using his platform here to hold many more drives for charity organizations in our area. Brian is also a firm believer that money spent in Bulloch County should stay in Bulloch County and should not be sent elsewhere leaving our town empty handed. He guarantees that a dollar spent here at Floors Outlet will be a dollar reinvested into the city of Statesboro.



Exhibit O.

Floors Outlet 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. However, this business license shows ownership close in time to when Floors Outlet damaged our house, and shows it is owned in partnership by Brian McDonald, Prince Preston, and Randy Childs.



CITY OF STATESBORO, GA

50 E MAIN ST STATESBORO, GA 30458
PO BOX 348 STATESBORO, GA 30459
912-764-5468

BUSINESS LICENSE CERTIFICATE

Business Name: MOFLO LLC
DBA: FLOORS OUTLET

Business Location: 1267 NORTHSIDE DR E
STATESBORO, GA 30458

Owner: RANDY CHILDS/PRINCE PRESTON/ BRIAN MCD

License Number: BL-002537-2019

Issued Date: 6/1/2022

Expiration Date: 12/31/2022

Mailing Address: 1267 NORTHSIDE DR E

License Type: OCCUPATIONAL TAX CERTIFICATE

Classification: FLOORING CONTRACTORS

Fees Paid: \$ 148.50

City Clerk

This license is not transferable and is subject to be revoked if abused.

TO BE POSTED IN A CONSPICUOUS PLACE

Exhibit P.

Search results showing Floors Outlet did not carry the legally required workers compensation insurance on April 9, 2022 when it made the contract.



Georgia State Board Of Workers Compensation

Employer	FEIN	Address
State * Georgia	Coverage Date * 04/09/2022	
Employer Name * Floors Outlet	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/> <input type="button" value="CLEAR"/>		

No results found

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'an','or','the' in the "contains" search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.

Address Search Tips

- Confirm the spelling of the Employer Address.
- Suite Numbers may be entered in Address Line 2.
- Address Search accepts partial addresses.

Not able to find the information required? This does not necessarily mean that coverage does not exist. For additional help with verifying workers' compensation coverage in Georgia call our Coverage Verification Unit at **404-656-3692** or **800-743-5456**.


Limitation of Information

Coverage will be represented as of the date entered only. For any other coverage information, please call our Coverage Verification Unit.

Exhibit Q.

Screenshot of search results showing that Mo Flo LLC did not have the legally required workers compensation on April 9, nor May 23-31, 2022.

Employer	FEIN	Address
State * Georgia	Coverage Date * 05/23/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	

 **No results found**

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'an'; or, 'the' in the "contains" search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.

Address Search Tips

- Confirm the spelling of the Employer Address.
- Suite Numbers may be entered in Address Line 2.
- Address Search accepts partial addresses.

Not able to find the information required? This does not necessarily mean that coverage does not exist. For additional help with verifying workers' compensation coverage in Georgia call our Coverage Verification Unit at 404-656-3692 or 800-743-5436.

Limitation of Information

Coverage will be represented as of the date entered only. For any other coverage information, please call our Coverage Verification Unit.



Georgia State Board Of Workers Compensation

Employer	FEIN	Address
State * Georgia	Coverage Date * 05/24/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	



No results found

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'an','or','the' in the "contains" search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.

Address Search Tips

- Confirm the spelling of the Employer Address.
- Suite Numbers may be entered in Address Line 2.
- Address Search accepts partial addresses.


Not able to find the information required? This does not necessarily mean that coverage does not exist. For additional help with verifying workers' compensation coverage in Georgia call our Coverage Verification Unit at 404-656-3692 or 800-743-5456.

Limitation of Information

Coverage will be represented as of the date entered only. For any other coverage information, please call our Coverage Verification Unit.



Employer		FEIN	Address
State *	Georgia	Coverage Date *	05/25/2022
Employer Name *	Mo Flo LLC		
<input type="button" value="SEARCH"/> <input type="button" value="CLEAR"/>		<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	

 **No results found**

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'a', 'or', 'the' in the "contains" search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.

Address Search Tips

- Confirm the spelling of the Employer Address.
- Suite Numbers may be entered in Address Line 2.
- Address Search accepts partial addresses.

Not able to find the information required? This does not necessarily mean that coverage does not exist. For additional help with verifying workers' compensation coverage in Georgia call our Coverage Verification Unit at 404-656-3692 or 800-743-5436.

Limitation of Information

Coverage will be represented as of the date entered only. For any other coverage information, please call our Coverage Verification Unit.



Georgia State Board Of Workers Compensation

Employer	FEIN	Address
State * Georgia	Coverage Date * 05/28/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	

No results found

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'an', 'or', 'the' in the 'contains' search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.

Address Search Tips


- Confirm the spelling of the Employer Address.
- Suite Numbers may be entered in Address Line 2.
- Address Search accepts partial addresses.

Not able to find the information required? This does not necessarily mean that coverage does not exist. For additional help with verifying workers' compensation coverage in Georgia call our Coverage Verification Unit at **404-656-3692** or **800-743-5436**.

Limitation of Information

Coverage will be represented as of the date entered only. For any other coverage information, please call our Coverage Verification Unit.

Employer	FEIN	Address
State * Georgia	Coverage Date * 05/31/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	

 **No results found**

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'an','or','the' in the "contains" search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.

Address Search Tips

- Confirm the spelling of the Employer Address.
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Limitation of Information

Coverage will be represented as of the date entered only. For any other coverage information, please call our Coverage Verification Unit.

Exhibit R.

Open records request to the City of Statesboro showing Floors Outlet did not have the required business license from Jan. 1, 2022 and May 31, 2022 to be able to legally operate the storefront at 1267 Northside Drive East.



Wilhelmina Randtke <randtke@gmail.com>

Open Records

Open Records <openrecordsofficer@statesboroga.gov>
To: Wilhelmina Randtke <randtke@gmail.com>

Wed, Jul 27, 2022 at 2:19 PM

Good afternoon,
All of our licenses expire on the 31st of December each year.

Robin Demshar
City of Statesboro
Records Manager
912-764-0634

On Wed, Jul 27, 2022 at 1:04 PM Wilhelmina Randtke <randtke@gmail.com> wrote:
Robin Demshar,

Thank you so much!

Could you tell me when the previous license expired, and help me to know whether they were operating legally when they signed the contract with me on April 9, 2022?

This is really important, because that is great news for me. If they were operating illegally, then they cannot put a lien on my house. So, if there was no business license on file, then I want to be able to show in court that there was no business license on file.

Best,
-Wilhelmina Randtke
850-345-6123

On Wed, Jul 27, 2022 at 10:37 AM Open Records <openrecordsofficer@statesboroga.gov> wrote:
They did not renew their license until June 1, 2022.

Thank you
Robin Demshar
City of Statesboro
Records Manager
912-764-0634

On Wed, Jul 27, 2022 at 10:30 AM Wilhelmina Randtke <randtke@gmail.com> wrote:
Robin Demshar,

Do you have the license that was on file as of April 9, 2022?

Best,
-Wilhelmina Randtke

On Wed, Jul 27, 2022 at 9:17 AM Open Records <openrecordsofficer@statesboroga.gov> wrote:

Good morning,
I have attached the business license we have on file for Floors Outlet. We do not know anything about "Shannon Warren's Company" If they were subcontracted out, they don't have to have a City of Statesboro business license if they are from out of town.

Thank you
Robin Demshar
City of Statesboro
Records Manager
912-764-0634

On Wed, Jul 27, 2022 at 8:29 AM Wilhelmina Randtke <randtke@gmail.com> wrote:
Robin Demshar,

I attached a signed open records request requesting any business license on file from April 20 June 2022 for "Floors Outlet" or for "Shannon Warren's company".

Best,
-Wilhelmina Randtke
850-345-6123

On Fri, Jun 24, 2022 at 12:42 PM Open Records <openrecordsofficer@statesboroga.gov> wrote:

Good afternoon,
I am just following up to see if you would still like to turn in a records request for a business license for Outlet flooring. If you do not wish to submit a request, you can disregard this email. If you have any questions you are welcome to contact me via email or phone, whichever is easiest for you.

Have a great weekend.

Robin Demshar
City of Statesboro
Records Manager
912-764-0634

On Thu, Jun 23, 2022 at 8:31 AM Open Records <openrecordsofficer@statesboroga.gov> wrote:
Good morning,

Our tax department forwarded an email from you asking for a business license for Floors outlet. I have attached a records request form to this email, if you could fill it out and send it back to me at this email address I will get that processed for you. If you are looking for a business license make sure that you put "a business license for the name of the business", and the year that you are looking for.

I am sorry that I have to ask this of you, but with open records we have to follow a certain process. If you have any questions please don't hesitate to contact me.

Thank you
Robin Demshar
City of Statesboro
Records Manager
912-764-0634

Exhibit S.

Email chain to verify Floors Outlet's insurance. On June 15, 2022, the insurance agent, Sean Davis wrote, "Our insured denies any claimable event or liability and that they could be entering into legal proceedings against you ." Floors Outlet told the insurance company that we did not have any contract, in order to prevent us being able to verify insurance coverage. We requested this in the context of the contractor's right to repair to be able to know how much risk we would take if we followed the right to repair steps to allow us to sue Floors Outlet.



Wilhelmina Randtke <randtke@gmail.com>

Checking on policy number TES4015815 to Floors Outlet: What is current coverage as of June 13, 2022 and coverage as of April 9, 2022?

Sean Davis <Sean.Davis@assuredpartners.com> Wed, Jun 15, 2022 at 6:50 PM
To: Wilhelmina Randtke <randtke@gmail.com>
Cc: April Cowart <April.Cowart@assuredpartners.com>, Edwin Alexander <edwinalexander127@gmail.com>, Nash Davis <Nash.Davis@assuredpartners.com>

In case you do not understand . We will comply with any written request or verifiable request and report any verifiable claim or written claim. We are not bound to give out private information with no proof. Our insured denies any claimable event or liability and that they could be entering into legal proceedings against you . For all I know this is an internet scam or cyber attack against my client . We always comply with Ga insurance code I suggest you do the same I will forward this in writing to your personal address tomorrow so you can verify at least one of us is a real person with good intentions.

Get [Outlook for iOS](#)

From: Wilhelmina Randtke <randtke@gmail.com>
Sent: Wednesday, June 15, 2022 6:31:06 PM
To: Sean Davis <Sean.Davis@Assuredpartners.com>
Cc: April Cowart <April.Cowart@assuredpartners.com>; Edwin Alexander <edwinalexander127@gmail.com>; Nash Davis <Nash.Davis@assuredpartners.com>
Subject: Re: Checking on policy number TES4015815 to Floors Outlet: What is current coverage as of June 13, 2022 and coverage as of April 9, 2022?

Sean,

Could you look below, and verify that that is your license and address?

-Wilhelmina

Individual Consumer Inquiry for the State of Georgia



DAVIS, SEAN P
National Producer Number: 6764321

Business Address	ASSUREDPARTNERS OF GEORGIA, LLC 23452 US HIGHWAY 80 E STATESBORO, GA 30461-0844
Phone	912-489-3716

Licenses

License Type	License Number	Original Issue Date	Status	Effective Date	Expiration Date
Resident Agent	457974	09-09-1993	Active	09-09-1993	10-31-2022
Qualifications (Authorized Lines of Insurance)					
Qualification Type		Original Issue Date	Status	Effective Date	
Agent - Property		09-09-1993	Active	09-09-1993	
Agent - Casualty		09-09-1993	Active	09-09-1993	

Agent - Life	09-09-1993	Active	09-09-1993
Agent - Accident & Sickness	09-09-1993	Active	09-09-1993

Affiliations/Appointments

NAIC 22667	<p>Company Name ACE American Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>12-30-2008</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	12-30-2008	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	12-30-2008							
20702	<p>ACE Fire Underwriters Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>01-15-2009</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	01-15-2009	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	01-15-2009							
20699	<p>ACE Property and Casualty Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>01-15-2009</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	01-15-2009	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	01-15-2009							
33898	<p>Aegis Security Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>12-12-2017</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	12-12-2017	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	12-12-2017							
95094	<p>Aetna Health Inc.</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>02-22-2001</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	02-22-2001	
Appointment Type	Status	Active Date	Termination Date						
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Appointment Type	Status	Active Date	Termination Date						
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60054	<p>Aetna Life Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>02-22-2001</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	02-22-2001	
Appointment Type	Status	Active Date	Termination Date						
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Appointment Type	Status	Active Date	Termination Date						
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10127	<p>Allied Insurance Company of America</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>01-27-2015</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	01-27-2015	
Appointment Type	Status	Active Date	Termination Date						
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42579	<p>Allied Property and Casualty Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td></td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active		
Appointment Type	Status	Active Date	Termination Date						
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	Appointment Type	Status	Active Date	Termination Date
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19240	Allstate Indemnity Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-28-2017	
19232	Allstate Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-28-2017	
36455	Allstate Northbrook Indemnity Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-28-2017	
17230	Allstate Property & Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-28-2017	
37907	Allstate Vehicle and Property Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-28-2017	
19100	AMCO Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-12-2012	
12548	American Agri-Business Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	01-31-2014	03-22-2016
20427	American Casualty Company of Reading Pennsylvania			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-12-2020	
19690	American Economy Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	12-01-1998	10-15-2021
24066	American Fire & Casualty Company			

	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
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Appointment Type	Status	Active Date	Termination Date						
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Appointment Type	Status	Active Date	Termination Date						
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	06-09-2020							
19615	American Reliable Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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19992	American Select Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	12-01-1998	10-15-2021						
37214	American States Preferred Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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Appointment Type	Status	Active Date	Termination Date						
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Appointment Type	Status	Active Date	Termination Date						
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28207	Anthem Insurance Companies, Inc.			
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	Appointment Type	Status	Active Date	Termination Date
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11072	ASI Home Insurance Corp.			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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18988	Auto-Owners Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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61190	Auto-Owners Life Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-28-2002	
15911	Berkley Casualty Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-12-2021	
20044	Berkshire Hathaway Homestate Insurance Company			
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	Appointment Type	Status	Active Date	Termination Date
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54801	Blue Cross and Blue Shield of Georgia, Inc.			
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96962	Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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10335	Bridgefield Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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16713	Buckeye State Mutual Insurance Company			
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	Appointment Type	Status	Active Date	Termination Date
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11697	Businessfirst Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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10472	Capitol Indemnity Corporation			
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	Appointment Type	Status	Active Date	Termination Date
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10510	Carolina Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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20230	Central Mutual Insurance Company			
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	Appointment Type	Status	Active Date	Termination Date
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25089	Coast National Insurance Company			
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	Appointment Type	Status	Active Date	Termination Date
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20443	Continental Casualty Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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18961	Crestbrook Insurance Company			
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10855	Cypress Insurance Company			
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	Appointment Type	Status	Active Date	Termination Date
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21164	Dairyland Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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42587	Depositors Insurance Company			
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25402	Employers Assurance Company			
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	Appointment Type	Status	Active Date	Termination Date
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11512	Employers Compensation Insurance Company			

	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
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21458	Employers Insurance Company of Wausau								
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Appointment Type	Status	Active Date	Termination Date						
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Appointment Type	Status	Active Date	Termination Date						
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Appointment Type	Status	Active Date	Termination Date						
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10072	Encompass Property & Casualty Company								
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Appointment Type	Status	Active Date	Termination Date						
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Appointment Type	Status	Active Date	Termination Date						
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40169	Farmers Casualty Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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26298	Farmers Property and Casualty Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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41483	Farmington Casualty Company								

	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
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Appointment Type	Status	Active Date	Termination Date						
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Appointment Type	Status	Active Date	Termination Date						
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11800	Foremost Property and Casualty Insurance Company								
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41513	Foremost Signature Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	11-13-2012	08-29-2018						
24732	General Insurance Company of America								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	07-10-1998	10-15-2021						
25984	Graphic Arts Mutual Insurance Company								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	04-10-2013							
97217	Greater Georgia Life Insurance Company								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
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19530	Hallmark National Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	07-08-2009	07-06-2016						
23582	Harleysville Insurance Company								

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-20-2013	
35696	Harleysville Preferred Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-20-2013	
26182	Harleysville Worcester Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-20-2013	
70815	Hartford Life & Accident Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-15-2021	
14407	Heritage Property & Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-18-2018	
26638	Home-Owners Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-13-2012	
17221	Homesite Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-24-2020	
43575	Indemnity Insurance Company of North America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	12-30-2008	
27847	Insurance Company of The West			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	11-19-2018	
42404	Liberty Insurance Corporation			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-06-2015	
23035	Liberty Mutual Fire Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-22-2015	
23043	Liberty Mutual Insurance Company			

	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	10-06-2015							
33600	LM Insurance Corporation								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	10-06-2015							
29939	Main Street America Assurance Company								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	04-17-2012							
13026	Main Street America Protection Insurance Company								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	05-25-2017							
38970	Markel Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	02-23-2009							
39950	Metropolitan General Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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27138	Midvale Indemnity Company								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	10-26-2020							
32506	Monroe Guaranty Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	01-12-2017							
82538	National Health Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	12-01-2021							
12114	National Security Fire and Casualty Company								
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Appointment Type	Status	Active Date	Termination Date						
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15474	National Summit Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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20141	National Trust Insurance Company								

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26093	Nationwide Affinity Insurance Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-14-2022	
28223	Nationwide Agribusiness Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-31-2013	
10723	Nationwide Assurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-27-2020	
23760	Nationwide General Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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25453	Nationwide Insurance Company of America			
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	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-27-2020	
10948	Nationwide Insurance Company of Florida			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-14-2022	
23787	Nationwide Mutual Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-20-2013	
37877	Nationwide Property and Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-27-2020	
14788	NGM Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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31470	NorGuard Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-28-2022	
24104	Ohio Farmers Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-15-2021	
24082	Ohio Security Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-27-2008	
40231	Old Dominion Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-17-2012	
17558	Old Guard Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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32700	Owners Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-28-2002	
22748	Pacific Employers Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-18-2015	
67466	Pacific Life Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-26-2021	
23442	Patriot General Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-05-2017	
18139	Peak Property and Casualty Insurance Corporation			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-05-2017	
18333	Peerless Indemnity Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	09-27-2008	10-18-2016
24198	Peerless Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-27-2008	
18058	Philadelphia Indemnity Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-09-2013	
18619	Platte River Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	06-11-2012	06-01-2018
71161	Principal National Life Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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24252	Progressive American Insurance Company			
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	Appointment Type	Status	Active Date	Termination Date
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17350	Progressive Bayside Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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42994	Progressive Classic Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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12302	Progressive Freedom Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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35190	Progressive Mountain Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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37834	Progressive Preferred Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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32905	Property-Owners Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-13-2012	
12475	Republic-Franklin Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-10-2013	
13056	RLI Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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12491	Rochdale Insurance Company of New York, New York			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	10-21-2015	11-11-2020
24740	Safeco Insurance Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	07-10-1998	
39012	Safeco Insurance Company of Illinois			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	07-10-1998	05-27-2022
11215	Safeco Insurance Company of Indiana			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-31-2022	
11071	Safeco Insurance Company of Oregon			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	02-16-2021	05-27-2022
24759	Safeco National Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	01-25-2021	05-27-2022
19879	Security National Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-21-2015	
22985	Sequoia Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-13-2019	
37141	Southern General Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-21-2004	
69019	Standard Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-12-2018	
40045	StarNet Insurance Company			

	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	08-11-2021							
42376	Technology Insurance Company, Inc.								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	10-21-2015							
69396	Texas Life Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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19062	The Automobile Insurance Company of Hartford, Connecticut								
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Appointment Type	Status	Active Date	Termination Date						
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25615	The Charter Oak Fire Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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28665	The Cincinnati Casualty Company								
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Appointment Type	Status	Active Date	Termination Date						
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23280	The Cincinnati Indemnity Company								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	10-26-2021							
10677	The Cincinnati Insurance Company								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	10-26-2021							
35289	The Continental Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	02-12-2020							
33588	The First Liberty Insurance Corporation								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
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65676	The Lincoln National Life Insurance Company								

	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	06-17-2021	02-22-2022						
23515	The Midwestern Indemnity Company								
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Appointment Type	Status	Active Date	Termination Date						
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24171	The Netherlands Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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24074	The Ohio Casualty Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>09-27-2008</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	09-27-2008	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	09-27-2008							
25623	The Phoenix Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>03-26-2010</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	03-26-2010	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	03-26-2010							
27998	The Travelers Home and Marine Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>01-21-2011</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	01-21-2011	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	01-21-2011							
25658	The Travelers Indemnity Company								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	04-19-2018							
25666	The Travelers Indemnity Company of America								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>03-26-2010</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	03-26-2010	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	03-26-2010							
25682	The Travelers Indemnity Company of Connecticut								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>03-26-2010</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	03-26-2010	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	03-26-2010							
13242	Titan Indemnity Company								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	05-13-2016	04-03-2017						
44300	Tower Insurance Company of New York								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Inactive</td> <td>11-20-2013</td> <td>09-02-2016</td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Inactive	11-20-2013	09-02-2016
Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	11-20-2013	09-02-2016						
43702	Tower National Insurance Company								

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	11-20-2013	09-02-2016
86231	Transamerica Life Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-02-2021	
19038	Travelers Casualty and Surety Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-26-2010	
31194	Travelers Casualty and Surety Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-24-2011	
19046	Travelers Casualty Insurance Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-26-2010	
38130	Travelers Personal Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-14-2019	
25674	Travelers Property Casualty Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-26-2010	
36161	Travelers Property Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-13-2014	
21113	United States Fire Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-18-2016	
10861	Universal Property & Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-21-2013	
25976	Utica Mutual Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-10-2013	
10687	Utica National Assurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-10-2013	
13998	Utica National Insurance Company of Ohio			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-28-2017	
43478	Utica National Insurance Company of Texas			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-10-2013	
42889	Victoria Fire and Casualty Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	05-13-2016	11-10-2016
10105	Victoria Select Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	05-13-2016	04-03-2017
10777	Victoria Specialty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	05-13-2016	04-03-2017
25011	Wesco Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-21-2015	
44393	West American Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-27-2008	
10030	Westchester Fire Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-29-2015	
13188	Western Surety Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-17-1998	
16447	Westfield Champion Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	11-11-2020	
24112	Westfield Insurance Company			

	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>08-02-2017</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	08-02-2017	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	08-02-2017							
24120	Westfield National Insurance Company								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	08-02-2017							
16450	Westfield Premier Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>11-11-2020</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	11-11-2020	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	11-11-2020							
16449	Westfield Superior Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>11-11-2020</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	11-11-2020	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	11-11-2020							
16448	Westfield Touchstone Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>11-11-2020</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	11-11-2020	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	11-11-2020							

CE Compliance Summary

CE Review Date: 10-31-2022

Type of CE	Satisfied?
Resident Agent	No

On Wed, Jun 15, 2022 at 6:21 PM Sean Davis <Sean.Davis@assuredpartners.com> wrote:

You can forward to contractor

Get [Outlook for iOS](#)

From: Wilhelmina Randtke <randtke@gmail.com>
Sent: Wednesday, June 15, 2022 6:19:47 PM
To: Sean Davis <Sean.Davis@Assuredpartners.com>
Cc: April Cowart <April.Cowart@assuredpartners.com>; Edwin Alexander <edwinalexander127@gmail.com>; Nash Davis <Nash.Davis@assuredpartners.com>
Subject: Re: Checking on policy number TES4015815 to Floors Outlet: What is current coverage as of June 13, 2022 and coverage as of April 9, 2022?

Sean,

Please give me your address for the certified letter.

-Wilhelmina

On Wed, Jun 15, 2022 at 6:11 PM Sean Davis <Sean.Davis@assuredpartners.com> wrote:

THIS CONVERSATION IS OVER !

If you wish to come by our office and submit a claim in writing that is fine, we will turn it in to the carrier . Besides that Your legal counsel should understand procedure from this point forward. And from this point forward all correspondence at the agency level will need to come through me and me only .

Get [Outlook for iOS](#)

From: Wilhelmina Randtke <randtke@gmail.com>

Sent: Wednesday, June 15, 2022 5:47:17 PM

To: April Cowart <April.Cowart@assuredpartners.com>

Cc: Edwin Alexander <edwinalexander127@gmail.com>; Nash Davis <Nash.Davis@assuredpartners.com>; Sean Davis <Sean.Davis@Assuredpartners.com>

Subject: Re: Checking on policy number TES4015815 to Floors Outlet: What is current coverage as of June 13, 2022 and coverage as of April 9, 2022?

I want you to comply with this <https://law.justia.com/codes/georgia/2020/title-33/chapter-3/section-33-3-28/>

-Wilhelmina

On Wed, Jun 15, 2022, 4:51 PM Wilhelmina Randtke <randtke@gmail.com> wrote:

April,

I have asked for a confirmation of insurance coverage.

At this time, my understanding is that Floors Outlet can put a lien on my house because they have a statement saying that I owe money. Meanwhile, Floors Outlet did not provide the install and damaged many other things. Before I proceed with trying to have repairs done, my understanding is that I may be required to give Floors Outlet 30 days to fix what they broke and to provide the installation. That involves them coming back in the house and doing additional damage. Because of the signed contract, I still have this relationship where I may be forced to have them working in my house.

That is why I am requesting the confirmation of insurance coverage. Because I am not free of them, and I want to know what I am gambling.

Will you provide the confirmation of coverage?

Best,

-Wilhelmina

On Wed, Jun 15, 2022 at 4:33 PM April Cowart <April.Cowart@assuredpartners.com> wrote:

Dear Ms. Randtke:

Per our telephone conversation and your email, thank you for bringing this situation to our attention. We have spoken with our insured, Floor Outlet. Floor Outlet has advised us not to file a claim.

I realize this is a difficult situation. You may want to file a claim under your homeowners insurance. If you should need anything further please contact Floors Outlet.

Thank you.



April Cowart, CISR

Claims Manager

d: 9126234047

From: Wilhelmina Randtke <randtke@gmail.com>

Sent: Monday, June 13, 2022 4:19 PM

To: April Cowart <April.Cowart@assuredpartners.com>

Cc: Edwin Alexander <edwinalexander127@gmail.com>

Subject: Checking on policy number TES4015815 to Floors Outlet: What is current coverage as of June 13, 2022 and coverage as of April 9, 2022?

April Cowart,

I want to verify insurance coverage information for Floors Outlet insured under policy no. TES4015815. Attached is a contract showing that they contracted to install flooring in my house with employees or subcontractors in my house.

When I made this contract, Brian McDonald of Floors Outlet said he was licensed and insured as a general contractor, and I was able to verify license no. RLCO001318 with the state.

Floors Outlet subcontracted the job to "Shannon Warren's company". Shannon Warren subcontracted the work to two subcontractors, Caleb Warren and Jose's Flooring. Caleb Warren installed the tile badly, to where the edges of tile do not lie flat and so the floor is uneven, edges are broken rather than cut into shape, and they cracked and broke tiles then installed the cracked pieces together next to one another to make a square. They also broke holes in the dry wall that are fairly big, like needing a drywall patch then painting and not just spackling, and ripped off pieces of the kitchen cabinets. Floors Outlet also paid the subcontractor before the work was complete, and the subcontractor abandoned grouting and quarterround install. Meanwhile, Floors Outlet has the supplies, like spare tile and grout, and I am in limbo trying to keep the floor clear. When I had approached Floors Outlet about the problems, Brian McDonald told me that the plan was to have Shannon Warren's company do a tear out, and then to have another subcontractor install tile correctly. He told me and my husband (Edwin Alexander, cc'ed) this on June 1, 2, and 4.

On June 4 and 6, I requested from Floors Outlet the general contractor insurance information, since a tear out of tile on a concrete slab can cause structural damage, and because of the amount of damage to the walls and kitchen cabinets that was done by the installers. Floors Outlet has still never given me insurance information. I found your information by searching the Georgia Workers Compensation coverage information at <https://www.ewccv.com/cvs/search?ref=https://sbwc.georgia.gov/> and phone called the insurance

company, which referred me to you as the agent.

I have requested from the state of Georgia whether Floors Outlet is a dba under general contractor license no. RLCO001318. I am pretty sure they are not, and instead they currently occupy the street address where that contractor used to be registered.

On June 4, Brian McDonald told me that Floors Outlet would come out of pocket for the tear out and install, instead of making an insurance claim because they did not want rates to go up. On June 6, I emailed and repeated the request for an insurance claim. On June 6 at noon, I met with Brian McDonald, Prince Preston who has consistently been referred to as Brian's business partner, and "Shannon Warren". I showed the bad install and extra damage and said that I needed to verify insurance coverage before they fix the floor, and that that is because of the amount of damage that they can do to other things. Prince Preston told me they are not licensed as a general contractor. Prince Preston asked me what check he had to write for me to go away, I asked for insurance information again, then Prince Preston said he didn't have to show me insurance information and he would not fix nor complete the install. The three men surrounded me and ordered me to get a checkbook and write the check. I had removed all valuables from the house before meeting them, and I told them this, and they didn't search the house. Prince Preston said he would sue me for the balance of the money and would not do any additional work to complete or fix the install.

I paid half up front. Now, I need the other half to find a contractor to assess the work and see whether it is salvageable versus a tear out and proceed accordingly, and to fix dry wall holes. The half I didn't pay is due 2 days after installation is complete, and they have told me that they will not complete the installation (grout and quarterround are not completed, and because of no grout I can't move items or furniture in or else I have to be ready to move them out on short notice and without grout tile edges can chip so I can't move around much in there in case of damaging things).

I am worried they will say the installation is complete and then put a lien on the house. If they were operating illegally, such as not having appropriate workers compensation, that helps me to oppose a lien.

I want to check whether Floors Outlet was insured to do flooring installation as of the date of the contract. If they are operating illegally, then that can help me to challenge their ability to put the lien on. I want to know whether their workers compensation coverage covered construction work or installation as of the date of the contract (April 9, 2022) versus just office work.

I also want to know what coverage there is for damaging things while they are in the house, and to check whether that applies to their subcontractors. Floors Outlet has told me they will not deliver a completed installation, but before I hire someone else, in order to get out of the contract, I may have to give them the chance to complete the install with a formal notice and letting them in. Before, they told me they were a general contractor, and if I have them back now that I know that they aren't, then I am worried that I have accepted lack of licensing and lack of insurance coverage. I want to know what I risk losing if they break other things or do structural damage or get injured or hurt me.

Thank you for any assistance showing coverage.

-Wilhelmina Randtke

----- Forwarded message -----

From: **Edwin Alexander** <edwinalexander127@gmail.com>
Date: Mon, Apr 11, 2022 at 1:26 PM
Subject: Floors Outlets Docs Scanned 4/11/22
To: Wilhelmina Randtke <randtke@gmail.com>

Hi Willa,

I did not send 6 with this email.

If you want, I can send it encrypted.

Edwin

Exhibit T.

Screenshot of FAQ from Happy Floors tile website stating, "Happy Floors does not sell direct to the public. However, our products can be purchased at any of our nationwide dealers."

Exhibit U

Photos of damage and unworkmanlike install.

Tiles installed broken.	2
Lippage	5
Jagged edges.	23
Tile installed over paper backing from vinyl floor	36
Misalignment.	37
Tiles installed chipped.	39
Grout color varies.	40
Grout holes.	41
Broken kitchen cabinets	46
Wall hole	49
Thinset on brick porch	50
Grout on walls.	61
Grout cured on top of tiles.	69
Grout and thinset on sofas.	74
Flooring materials dumped in refrigerator ice tray.	75

Tiles installed broken.

Tiles broken, then broken pieces installed next to one another to make a square



Tiles installed broken, Photo 1.



Tiles installed broken, Photo 2.



Tiles installed broken, Photo 3.

Lippage



Lippage, Photo 1.



Lippage, Photo 2.



Lippage, Photo 3.



Lippage, Photo 4.



Lippage, Photo 5.



Lippage, Photo 6.



Lippage, Photo 7.



Lippage, Photo 8.



Lippage, Photo 9.



Lippage, Photo 10.



Lippage, Photo 5.



Lippage, Photo 6.

Lippage prevents quarterround from laying properly. Quarterround is flat to the wall, but not to the floor.



Lippage, Photo 7.



Lippage, Photo 8.



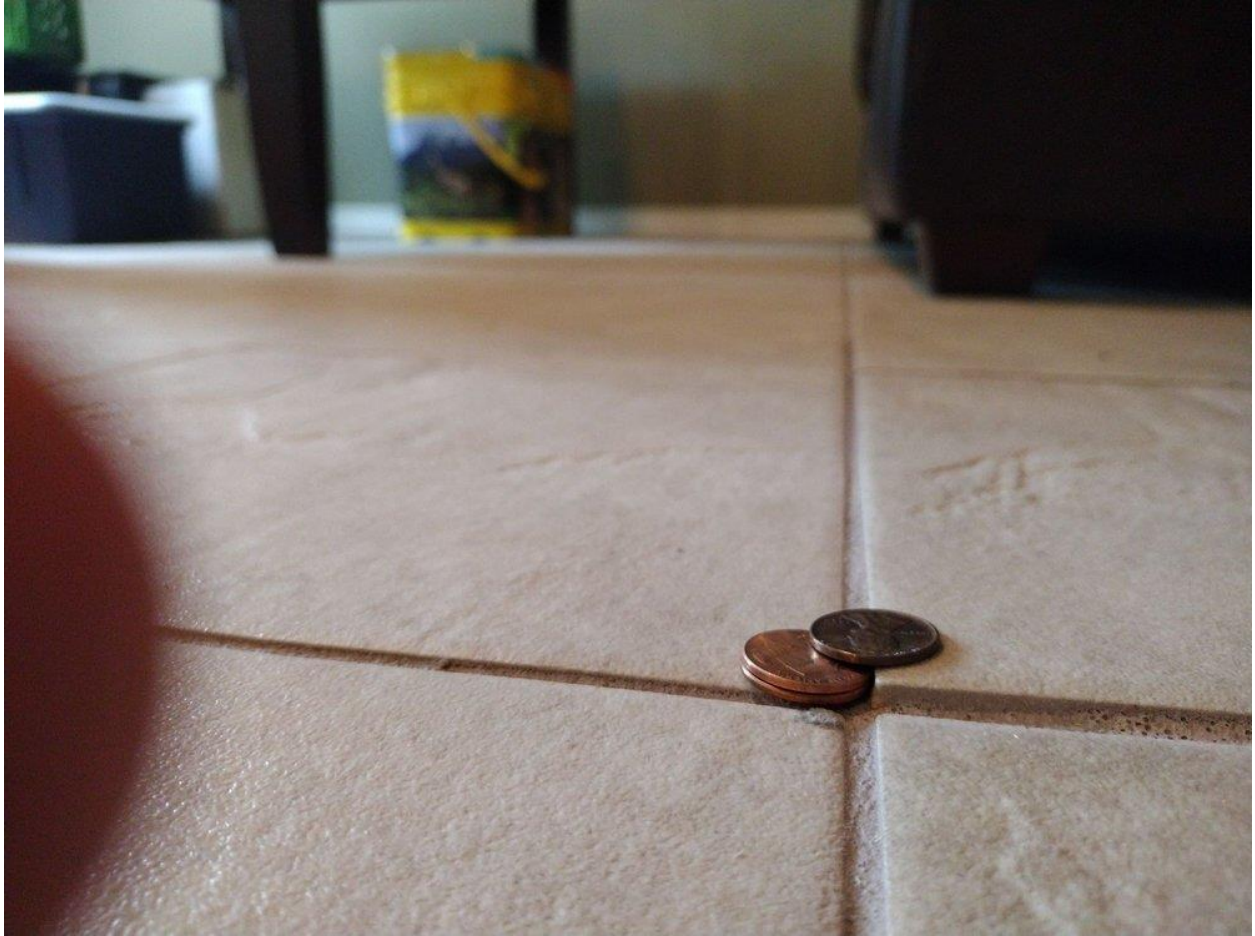
Lippage, Photo 9.



Lippage, Photo 10.



Lippage, Photo 11.



Lippage, Photo 12.

Jagged edges.

Tiles improperly cut, resulting in jagged edges.



Jagged edges, Photo 1.

Jagged edge of tile peeking out from under quarterround. Holes in grout. Jagged edges is every tile along walls and holes stick out from under the quarterround in several places.



Jagged edges, Photo 2.

Jagged edges of tile peeking out from under quarterround. Jagged edges is every tile along walls and holes stick out from under the quarterround in several places.



Jagged edges, Photo 3.

Keys inserted into the hole from photo 2.



Jagged Edges, Photo 4.

Broken tile edges. Thinset smeared on the wall. (Photo taken before quarterround install and is representative of how all cuts/breaks were made in tile.)



Jagged Edges, Photo 5.
Finished threshold showing broken rather than cut tile edges.



Jagged Edges, Photo 6.
Finished threshold showing jagged edge of tile.



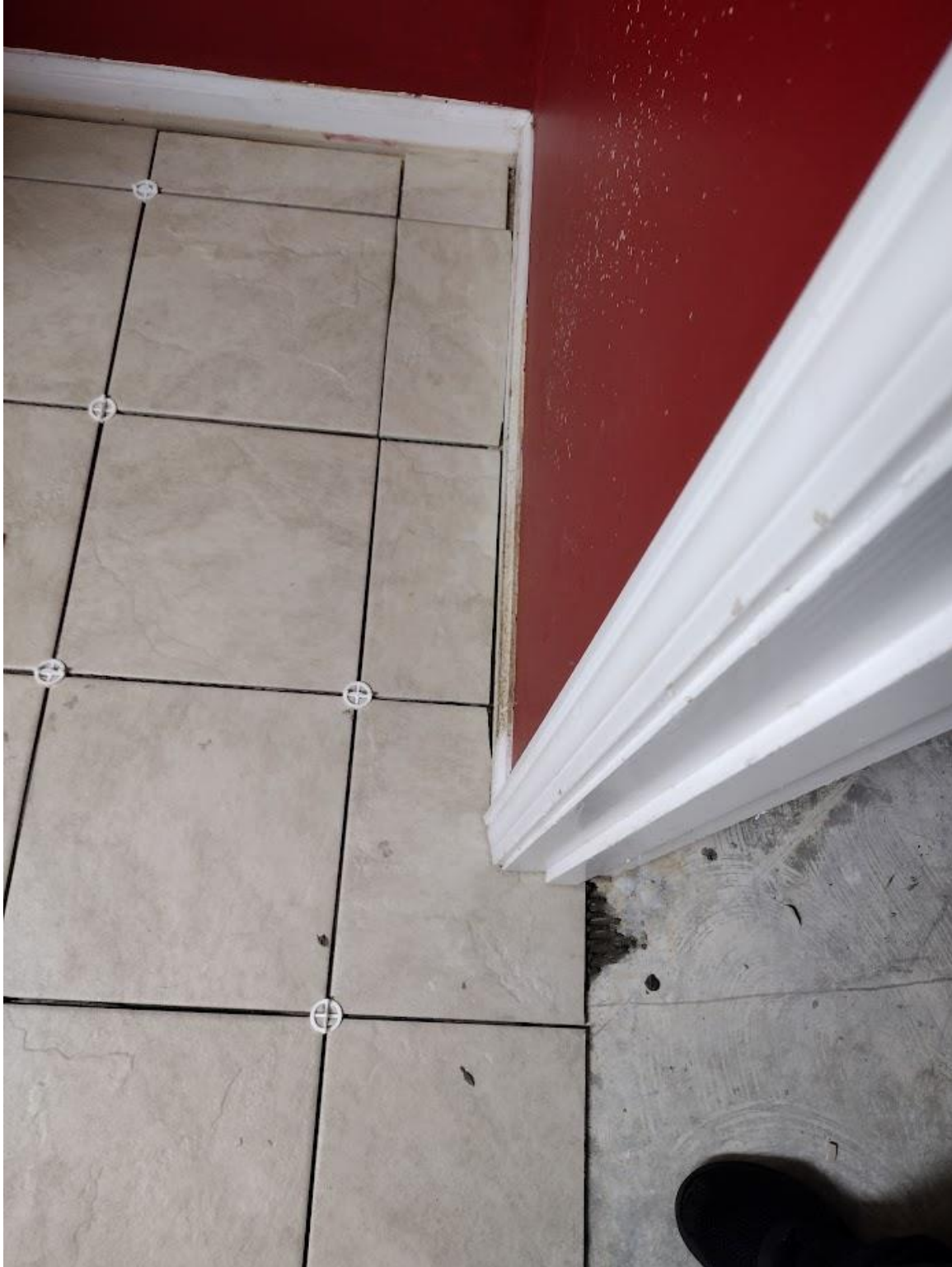
Jagged edges, Photo 7.

This is a finished threshold to a closet. I held the carpet up to take this picture. When the carpet in the closet lies flat, the edge of the carpet covers the tile edge and grout and the carpet makes a straight line, but the carpet is not attached and can be pulled back to show the finished tile threshold and the carpet does not lie flat due to being placed over the uneven tile to hide the tile.



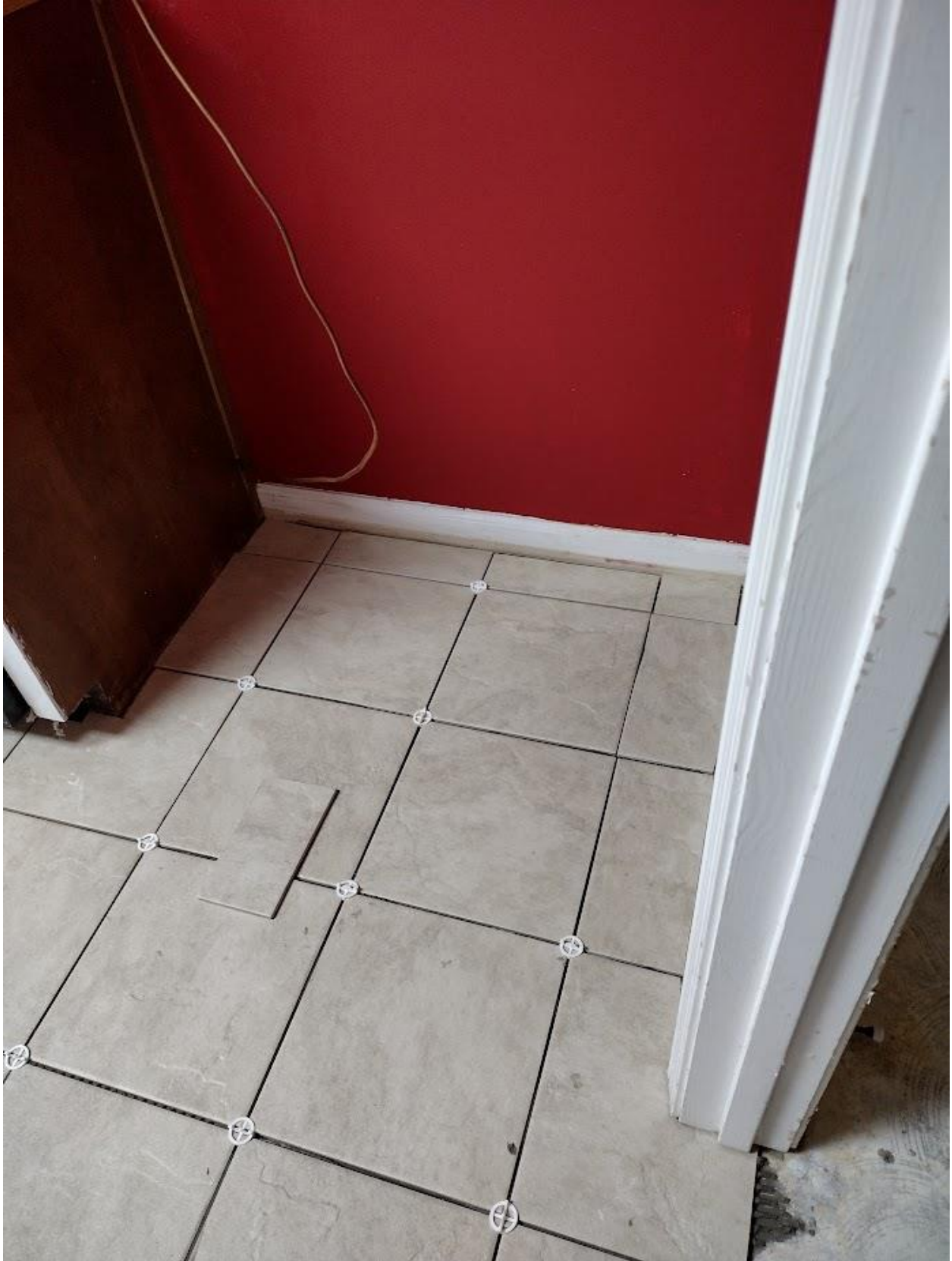
Jagged edges, Photo 8.

This is during installation and shows the jagged edges. (Photo taken during installation.)



Jagged edges, Photo 9.

This is during installation and shows the jagged edges. In this area tiles are not evenly spaced due to broken tiles being a little too thick to fit. The installer did not use spacers in order to be able to fit a jagged tile that was too wide.



Jagged edges, Photo 10. (Photo taken during installation.)



Jagged edges, Photo 11.



Jagged edges, Photo 12.



Jagged edges, Photo 13.

This is a finished threshold. Throughout the house, the tile is misaligned to walls by $\frac{1}{4}$ inch per 3 foot run. In the room with a fireplace, the installer tried to correct the alignment and the tile in that room is misaligned to walls by $\frac{1}{4}$ inch per 6 foot run. This is the finished threshold to that room.

Tile installed over paper backing from vinyl floor



Tile installed over paper, Photo 1.

Tiles installed over paper backing from a vinyl floor.

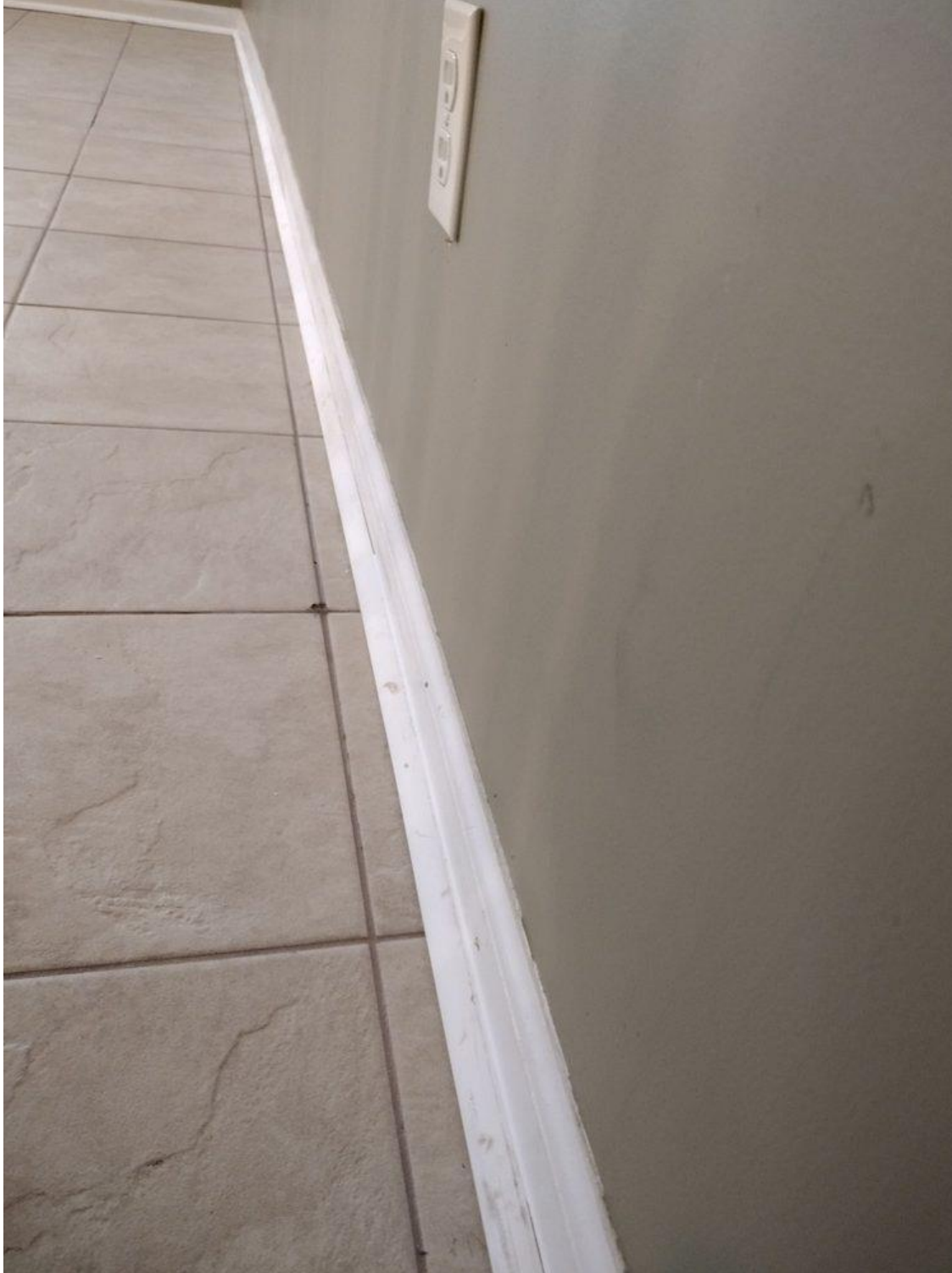
Misalignment.

Tile misaligned to walls by a $\frac{1}{4}$ inch misalignment per 3 foot run



Misalignment, Photo 1.

Tile misalignment along the front of the dishwasher. (Dishwasher and kitchen cabinets are plumb to walls.)



Misalignment, Photo 2.

Tile throughout the most of the house is consistently misaligned to walls by $\frac{1}{4}$ inch per 3 ft run. (Installer bent the tile lines in the room with a fireplace to be misaligned by $\frac{1}{8}$ inch per 3ft run, and for that room one door matches up with the tile grid for the rest of the house and the other does not.)

Tiles installed chipped.

Tiles chipped, then installed chipped



Tile installed chipped, Photo 1.

Grout color varies.

Wildly inconsistent grout color
This is all over the house, in every room.



Grout color varies, Photo 1.

Grout holes.

Holes in grout. Grout was never finished.

There are large numerous holes in the grout. The only room without holes is the downstairs bedroom. All other rooms have holes to the point where I can't move furniture in. Floors Outlet kept extra supplies like grout and spare tiles.



Grout holes, Photo 1.



Grout holes, Photo 2.



Grout holes, Photo 3.



Grout holes, Photo 4.



Grout holes, Photo 5.

Grout smeared on the baseboards and walls, but not applied between tiles (holes in grout and long missing strips of grout).

Broken kitchen cabinets



Broken kitchen cabinet, Photo 1.



Broken kitchen cabinet, Photo 2.

The installers ripped a piece off the kitchen cabinet during flooring removal. I noticed the piece missing that evening, and swept the kitchen and went through sweepings and found it. This is me photoing after the install and right before I started the kitchen cabinet repair.



Broken kitchen cabinet, Photo 3.

I glued and clamped the kitchen cabinet chunk. I do not have matching paint. This needs a paint match and repainting.

Wall hole



Wall hole, Photo 1.

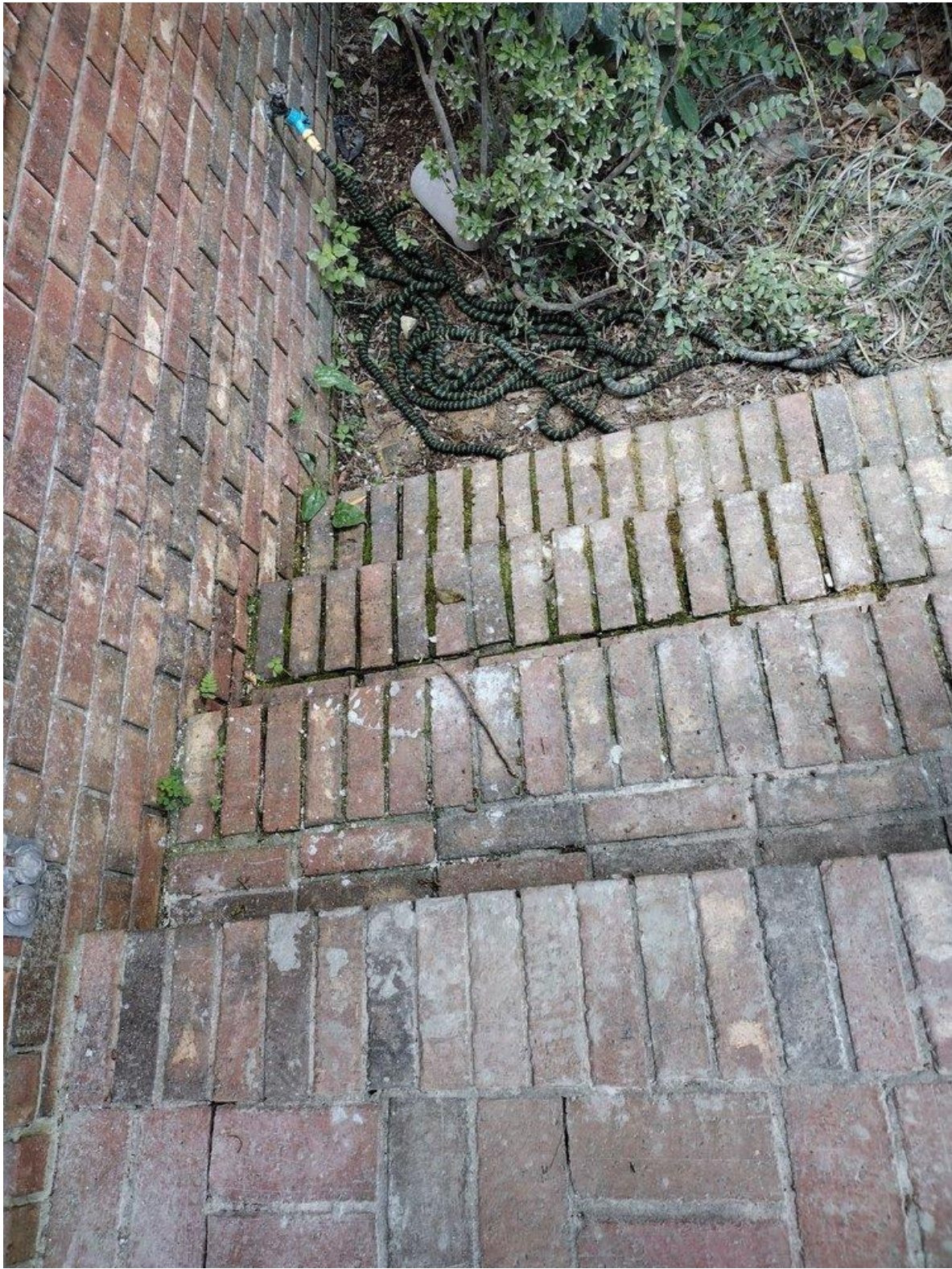
When they rehung the doors, they did not put back the hinge door stops. On Friday, they rehung this door and put the doorknob through the wall. Needs drywall patch and paint match.

Thinset on brick porch



Thinset on brick porch, Photo 1.

Before May 27, they mixed all the thinset in the livingroom. The thinset on the porch was done May 27.



Thinset on brick porch, Photo 2.
Thinset smeared on the brick porch.



Thinset on brick porch, Photo 3.
Big globs of thinset on the porch.



Thinset on brick porch, Photo 4.

The right side is where the outlet and spigot are and has a noticeable amount of white and grey thinset dribbled on the porch.



Thinset on brick porch, Photo 5.

The right side is where the outlet and spigot are and has a noticeable amount of white and grey thinset dribbled on the porch.



Thinset on brick porch, Photo 6.



Thinset on brick porch, Photo 7.
Thinset splattered onto brick siding.



Thinset on brick porch, Photo 8.
Thinset splattered onto brick siding.



Thinset on brick porch, Photo 9.



Thinset on brick porch, Photo 10.



Thinset on brick porch, Photo 11.

Grout on walls.

Grout smeared on walls.



Grout on walls, Photo 1.

Grout and thinset smeared on walls and trim and pieces broken off the trim.



Grout on Walls, Photo 2.
Chunk take out of door trim.



Grout on walls, Photo 3.

Grout smeared on the closet doors. Grout cured on top of tiles for a permanently dirty look.



Grout on walls, Photo 4.
Grout and thinset smeared on the doors.



Grout on walls, Photo 5.

Grout caked on the baseboards. The quarterround installer said that he was not able to fully install quarterround because of the amount of thinset and grout caked onto the baseboards and said that he wasn't being paid to clean. (Floors Outlet subcontracted quarterround install to "Shannon Warren's company" which then subcontracted it to Jose's Flooring.)



Grout on walls, Photo 6.
Grout and thinset smeared on walls and baseboards.



Grout on walls, Photo 7.
Grout handprints on the walls.

Grout cured on top of tiles.



Grout cured on top of tiles, Photo 1.

Grout smeared on top of tiles for a permanently dirty look. I laid a spare tile on top for color comparison. While Floors Outlet has spare supplies, I recovered some whole tiles from the trash.



Grout cured on top of tiles, Photo 2.
Grout cured on top of tiles for a permanently dirty look.



Grout cured on top of tiles, Photo 3.
Grout cured on tile for a permanently dirty look.



Grout cured on top of tiles, Photo 4.
Grout smeared on top of tiles for a permanently dirty look.



Grout cured on top of tiles, Photo 5.

Grout cured on top of tiles for a permanently dirty look. Grout splattered on trim. Chawed up botched miter cut on quarterround.

Grout and thinset on sofas.



Grout and thinset smeared on sofas, Photo 1.

After the install, thinset smeared all over sofas. Before the install the sofas were nice and basically new.

Flooring materials dumped in refrigerator ice tray.



Flooring in ice tray, Photo 1.

They put the refrigerator ice tray in the sink, washed hands into it, and dumped flooring stuff in it on day 2. That evening, I had grabbed it out of the sink and put it in the garage. After the install, I cleaned the caked on white gooey stuff off. Maybe caulk?

Exhibit W.

Photo of tile box with instructions printed on the box.

ATENCIÓN: Al momento de la colocación controlen el tono, el calibre y la calidad. El material viene delib-
radamente producido y elegido con diferencias de tonalidad más o menos marcadas según la tipología que
subrayan el efecto cromático. Es absolutamente indispensable tomar azulejos de cajas diferentes al momento
de la colocación. El uso de materiales que no respete el pedido o que sea defectuoso implica la aceptación
de las características de calidad y excluye quejas. No se aceptan quejas referidas a materiales ya colocados.

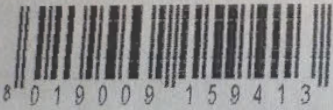
CM **30x30** ($11^{13}/16$ "x $11^{13}/16$ ") PCS **13** MQ **1,17**

TIPO
Type

SCELTA
Sorte

TONO
Shade

CALIBRO
Calibre



ETERNITY ALMOND

PRIMA RC6 P @SS



SP.8 mm

ATTENTION: When laying the material, always check the colour, dimensions and the product class.
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 the tiles from a
number of boxes when laying the material. The use of material which does not conform with the order or is
faulty represents the acceptance of the qualitative features and results in the forfeiting all rights to claims.
No claims can be entered into regarding material that has already been laid.
DO NOT DRY CUT USING POWER TOOLS.

Exhibit X.

U.S. Treasury page stating a penny is 1.52mm thick.
1/8 inch is 3.175mm, or just a little more than 2
pennies. 1/16 inch is 1.5875mm or just a little more
than 1 penny. This helps to understand how much
lippage 2 pennies shows.

Learn

U.S. Mint / Learn / Coin and Medal Programs / Coin Specifications

Kids Site

Coin & Medal Programs

Production Process

Collecting Basics



History

Artists

Coin Specifications

How much does a dime weigh? What are pennies made of? Find out in the table below, which gives specifications for U.S. Mint legal tender coins presently in production for annual sets. Specifications for the [American Innovation \\$1 Coins](#) and [Native American \\$1 Coins](#) are the same.

The penny, dime, quarter, half dollar, and dollar are clad coins. Clad coins have an inner core of metal surrounded by an outer layer of a different metal. The Mint makes clad coins with an inner core of copper. The nickel is the only circulating coin that isn't clad.

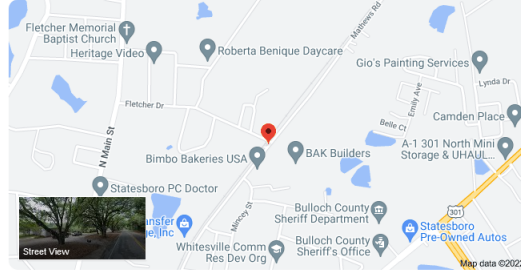
	Cent	Nickel	Dime	Quarter Dollar	Half Dollar	Dollar
Denomination						
Composition	Copper Plated Zinc 2.5% Cu Balance Zn	Cupro-Nickel 25% Ni Balance Cu	Cupro-Nickel 8.33% Ni Balance Cu	Cupro-Nickel 8.33% Ni Balance Cu	Cupro-Nickel 8.33% Ni Balance Cu	Manganese-Brass 88.5% Cu 6% Zn 3.5% Mn 2% Ni
Weight	2.500 g	5.000 g	2.268 g	5.670 g	11.340 g	8.1 g
Diameter	0.750 in. 19.05 mm	0.835 in. 21.21 mm	0.705 in. 17.91 mm	0.955 in. 24.26 mm	1.205 in. 30.61 mm	1.043 in. 26.49 mm
Thickness	1.52 mm	1.95 mm	1.35 mm	1.75 mm	2.15 mm	2.00 mm
Edge	Plain	Plain	Reeded	Reeded	Reeded	Edge-Lettering
No. of Reeds	N/A	N/A	118	119	150	N/A

Content last updated on April 28, 2022

Exhibit Y.

Search results associating Lamar Construction with 440 Matthews Rd. Before we signed the contract, Brian McDonald stated he was a licensed general contractor through his business partner at 440 Matthews Rd. Because a licensed contractor, Lamar Construction, was previously at that address, we were able to find license no. RLCO001318 associated with 440 Matthews Rd.

About 19,200 results (0.41 seconds)



440 Mathews Rd
Statesboro, GA 30458

Most popular places at this address

Contractor Wholesale Floors
4.8 ★★★★★ (6)

440 Mathews Rd, Statesboro, GA 30458 - Realtor.com

View detailed information about property 440 Mathews Rd, Statesboro, GA 30458 including listing details, property photos, school and neighborhood data, ...

440 Mathews Rd, Statesboro, GA 30458 | Zillow

440 Mathews Rd, Statesboro, GA 30458 is currently not for sale. The -- sqft home type unknown home is a -- beds, -- baths property.

Varsity Ink Inc 440 Mathews Rd Statesboro, GA T ... - MapQuest
Get directions, reviews and information for Varsity Ink Inc in Statesboro, GA. ... Varsity Ink Inc. 440 Mathews Rd, Statesboro, GA 30458. (912) 489-2649.

Apartment Rentals 440 Mathews Rd Statesboro, GA - MapQuest
Get directions, reviews and information for Apartment Rentals in Statesboro, GA. ... Apartment Rentals. 440 Mathews Rd, Statesboro, GA 30458. (912) 764-9542.

Mathews Junction - Statesboro, GA - Yelp
Map · 440 Mathews Rd, Statesboro, GA 30458. Directions · (912) 764-9542. Call Now · More Info. Services for Mathews Junction · Known For. No. Accepts Credit Cards.

Lamar Construction Inc 440 Mathews Rd, Statesboro, GA 30458
Details. Phone: (912) 764-3456. Address: 440 Mathews Rd, Statesboro, GA 30458. People Also Viewed. Johnson Walter Construction Co Inc.

Boanart Graphics 440 Mathews Rd, Statesboro, GA 30458
Get reviews, hours, directions, coupons and more for Boanart Graphics. Search for other Screen Printing on The Real Yellow Pages®.

Boanart Graphics in 440 Mathews Rd, Statesboro, GA 30458
Boanart Graphics, 440 Mathews Rd, Statesboro, GA 30458 Get Address, Phone Number, Maps, Ratings, Photos and more for Boanart Graphics.

Mathews Junction in Statesboro, GA 30458 Directions ...
Mathews Junction : Take Our Survey and Rate and Review This Business Here! General Warehouse/storage. Mathews Junction Address: 440 Mathews Rd Statesboro ...

Mathews Junction on Mathews Rd in Statesboro, GA - 912-764 ...
Get info on Mathews Junction in Statesboro. Location details, hours, maps and directions to 440 Mathews Rd, Statesboro, GA 30458.

Related searches

- for sale by owner statesboro ga
- houses for rent in statesboro ga
- homes for sale in statesboro ga

Exhibit Z.

Happy Floors spec sheet for Eternity tile. It is a PEI 5 tile with an ADA rating and is a commercial grade tile.



C.O.F.
ASTM C - 1028 -> 0,6
Dry 0,50
Wet 0,61

GRES PORCELLANATO CON COLORE IN MASSA
PORCELAINO STONEWARE WITH MASS COLOURING



DM 51100
04/19/2017

Gruppo di appartenenza nazionale S.p.A. 1004
Class. 01002

Caratteristiche Features	Unità di misura Measurement	Valore medio S ₁ Mean value	Valore prescritto Fixed value	Metodo di prova Test method
Dimensione lati Length - width	%	+/- 0,4	+/- 0,6 max	UNI EN ISO 10542-2
Rettilineità dei lati Side straightness	%	+/- 0,4	+/- 0,5 max	UNI EN ISO 10542-2
Ortogonalità degli Corner squareness	%	+/- 0,4	+/- 0,6 max	UNI EN ISO 10542-2
Flessibilità Flexibility	%	+/- 0,4	+/- 0,5 max	UNI EN ISO 10542-2
Spessore Thickness	%	+/- 0,9	+/- 0,5 max	UNI EN ISO 10542-2
Absorbimento di acqua Water absorption	%	0,05 max	≤ 0,5	UNI EN ISO 10542-2
Rottura agli urti Breaking strength	N	conforme	≥ 1700 in base 37,3 ≥ 200 in base 42,5	UNI EN ISO 10542-4
Modulo di rottura Modulus of rupture	N/ mm ²	5,5	≥ 35	UNI EN ISO 10542-4
Dilatazione termica Coeff. of linear thermal expansion	1/K 1/°C	7,0	metodo disponibile available method	UNI EN ISO 10542-8
Resistenza agli sbalzi Thermal shock resistance	-	resiste conforme	metodo disponibile available method	UNI EN ISO 10542-9
Resistenza al prodotto chimico Resistance to chemical	-	conforme	MINUB	UNI EN ISO 10542-13
Resistenza agli acidi e alle basi Resistenza ai coloranti Resistenza ai coloranti low concentration bases	-	ULA	metodo disponibile available method	UNI EN ISO 10542-15
Resistenza al gelo Resistance to freeze	-	resiste conforme	robustezza request	UNI EN ISO 10542-16
Stabilità dei colori Colour stability	-	stabile conforme	metodo disponibile available method	DN 510/4

E' a disposizione della gentile clientela la lista dei nostri articoli certificati dall'ente UNI
The list of our items certified by "UNI" is available for our customers

ETERNITY



www.happy-floors.com

ETERNITY

FULL BODY PORCELAIN



Almond - 12"x24"
PEIV



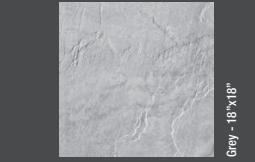
Almond - 18"x18"



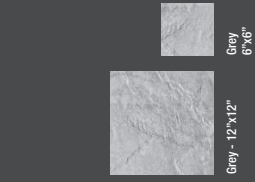
Almond - 12"x12"



Grey - 12"x24"
PEIV



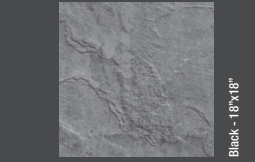
Grey - 18"x18"



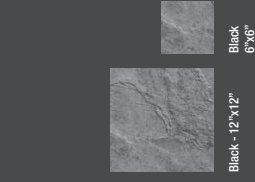
Grey - 12"x12"



Black - 12"x24"
PEIV



Black - 18"x18"



Black - 12"x12"



Gold - 12"x24"
PEIV



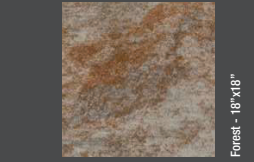
Gold - 18"x18"



Gold - 12"x12"



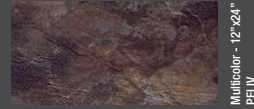
Forest - 12"x24"
PEIV



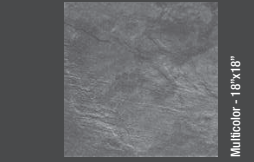
Forest - 18"x18"



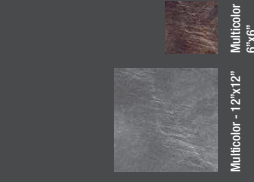
Forest - 12"x12"



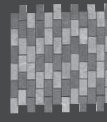
Multicolor - 12"x24"
PEIV



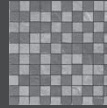
Multicolor - 18"x18"



Multicolor - 12"x12"



1x2 Mosaic Mix
Muretto - 12"x12"
Black - Grey



1.5x1.5 Mosaic Mix
Mosalco - 12"x12"
Black - Grey



Bullnose 3"x12"
Available in all colors



Brushed
Metal Corner 1"x1"



Brushed
Metal Pencil 1"x11.7"



MTR B

3/16" x 1/8"

3/16" x 1/8"

3/16" x 1/8"

3/16" x 1/8"

3/16" x 1/8"

3/16" x 1/8"

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3/16" x 1/8"

3/16" x 1/8"

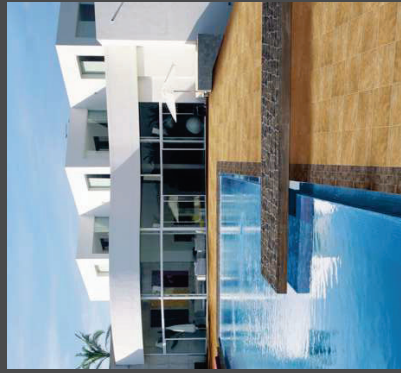
3/16" x 1/8"

3/16" x 1/8"

3/16" x 1/8"

3/16" x 1/8"

3/16" x 1/8"



1.5x1.5 Mosaic Mix
Muretto - 12"x12"
Gold - Almond
Forest - Multicolor

1x2 Mosaic Mix
Muretto - 12"x12"
Gold - Almond
Forest - Multicolor

ASTM C
1028 > 0.6
Dry 0.90
Wet 0.81

R10-B
R

Exhibit AA.

Quote from Dalton Direct Floors to correct and complete the install in a comparable tiles, a PEI 5 tile with an ADA rating.



Wilhelmina Randtke <randtke@gmail.com>

Dalton Direct Quote

Dalton Direct Flooring <daltondirectflooring@yahoo.com>

Wed, Jul 27, 2022 at 12:03 PM

To: "edwinalexander127@gmail.com" <edwinalexander127@gmail.com>, "randtke@gmail.com" <randtke@gmail.com>

Guys based on everything I have see from the photos of the job you provided we will have to completely tear out and remove all of the work that was installed. Since it has been installed the way it was we will have to skim coat and level the floor properly and seal it before doing an install. The tile I have quoted is the closest thing i could come up with that will meet those standards. The pricing I gave will cover a wide range of options. I have included everything I believe we would need to take care of the floors. If you would like we can also price the repairs and painting that you have mentioned in the pictures. Keep in mind that we area full service company when it comes to Flooring, Remodeling and Restoration and all of our work is done by our in house installers and not a subcontractor. Please let me know if you have any questions.

Thanks

Earl Riser

Manager, Dalton Direct Flooring Outlet

912-764-7415 | 107 East Parrish St

Create your own [email signature](#)



Alexander Quote .jpg
548K

7/20/2022
Store: 1

Sales Order #5121
Ordered: 7/20/2022
Page 1

DALTON DIRECT FLOORING OUTLET

107A East Parrish Street
Statesboro GA 30458
Phone 912-764-7415
daltondirectflooring@yahoo.com

Bill To:

Edwin Alexander
204 Highland Rd
Statesboro, GA 30458

INSTRUCTIONS: Based on measurements given by customer

Remove Tile thru out home

Resurface and level floor with skim treatment

install new tile thru out

Order Status: Open

Item Name	Item Description	Attribute	Size	Qty	Price	Ext Price
Floor Removal (Tile)	Priced per sq/ft			1335	\$5.50	\$7,342.50
					less: (\$1,335.00)	
Floor Prep	Priced Per Sq Ft			1335	\$0.75	\$1,001.25
					less: (\$500.63)	
Floor Patch	SHXSL	85 sf/bg	10 lb	16	\$21.81	\$348.96
Floor Primer	MBP Primer	150ft/gal	3.5 gal	8	\$175.00	\$1,400.00
Thinset White	Double if using hardibacker	75SQFT/50LB50LB		20	\$27.17	\$543.30
Tile Installation (straight)				1335	\$4.50	\$6,007.50
Tile	Step Wise Aged Beige 12x24			1335	\$5.46	\$7,289.10
Grout	Hickory Color	150SQFT(12"25LB		10	\$51.41	\$514.05
Quarter Round	Primed White			432	\$0.75	\$324.00
Quarter Round Installation	Priced/Linear Foot			432	\$0.75	\$324.00
Furniture removal (Major Items)	Priced per yd			100	\$1.50	\$150.00
Shipping Item				1	\$249.00	\$249.00
					less: (\$150.00)	

Subtotal: \$25,493.66
Local Sales Tax 8 % Tax: + \$833.55
TOTAL: \$26,327.21
Balance Due: \$26,327.21

All sales final. One year labor warranty by Dalton Direct. All balances are due immediately upon completion of labor and are to be sent back to the store by installer.

Signature of Acceptance: _____ Date _____

Exhibit AB.

Quote for a hotel stay for a 2 week tile tear out and install.

Exhibit AC

Quote to clean thinset off the brick porch with muratic acid.
According to BB Masonry, this has an 80% chance of
succeeding in repair damage Floors Outlet did by smearing
and drizzling thinset on the porch.

Exhibit AD.

Quote to replace portions of brick porch which Floors Outlet
drizzled and smeared thinset on.

MASONRY
 Over 20 years experience in Brick, Block, Stone and Tile
 Give us a call!
912-314-9084
 Guaranteed to make it worth your while!
 Kymbkbrown12@gmail.com

wed 27, 2022
 Invoice #
 Date February 24, 2017
 For: Edwin Alexander

Type project or service description and PO number here or use Mail Merge (under Tools) to automatically add this information from a data source.

DESCRIPTION	HOURS	RATE	AMOUNT
Replacing Bricks on step material & Labor Bricks Sand mortar Washing			\$2000
TOTAL			\$2,000

Retaining Walls _____
 Service Walls _____
 Pavers _____ X \$ _____ = \$ _____
 Rowlock per Ft _____ X \$ _____ = \$ _____
 Fireplace per Ft _____ X \$ _____ = \$ _____
 Concrete per Ft _____ X \$ _____ = \$ _____

Total Job Cost \$ 2000

All material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and were completed in a substantial workman like manner for the agreed sum of _____ Price includes all materials, and labor

Make checks payable to: B and B Masonry
 Thanks for your business,
 Kenyana & Charles Brown. Owner & Operator

Exhibit AE.

Quote for storage PODS to put furniture in during
tear out and proper installation of tile.



Order Confirmation

This is your Order Confirmation with your local PODS® Service Provider. Please review the information carefully and notify us immediately if the order contains any errors in locations, dates, or amounts. Container sizes may vary. We are currently updating our systems to best reflect the majority of our small container fleet. During this transition, some of our communications may still label the small containers as "7-ft" instead of "8-ft." We apologize for any confusion this may cause.

Account Information

Customer #:	163655869	Primary Contact Phone:	(305) 338-3329
Name:	Edwin Alexander	Primary Contact Email:	edwinalexander127@gmail.com
Address:	204 Highland Rd Statesboro, GA 30458	Alternate Contact:	Not provided
Payment Terms:	Automatic payment	Alternate Contact Phone:	Not provided
Credit Card:	*****0371 Visa	Alternate Contact Email:	Not provided

Order Information

Order #:	3665846	Original Order Date:	8/4/2022
Quote #:	101216485		
Number of Containers:	3		
Contents Protection Option:	Declined		
Container Only Option:	Included		

Container 1 Details: 16-foot length container

Service Date	Service	Location
8/16/2022	Deliver to Customer	204 HIGHLAND RD STATESBORO, GA 30458
1 month	Storage	On-site Storage
Not scheduled	Final Pick-up	204 HIGHLAND RD STATESBORO, GA 30458

Container 2 Details: 16-foot length container

Service Date	Service	Location
8/16/2022	Deliver to Customer	204 HIGHLAND RD STATESBORO, GA 30458
1 month	Storage	On-site Storage
Not scheduled	Final Pick-up	204 HIGHLAND RD STATESBORO, GA 30458

Container 3 Details: 16-foot length container

Service Date	Service	Location
8/16/2022	Deliver to Customer	204 HIGHLAND RD STATESBORO, GA 30458
1 month	Storage	On-site Storage
Not scheduled	Final Pick-up	204 HIGHLAND RD STATESBORO, GA 30458

Payment Schedule

The Payment Schedule is based on the dates and locations provided in your order, and includes all containers (if applicable). Any changes to the dates of your service will impact your Payment Schedule. **The Transaction Date is the date charges will be made to your payment card.** Please note: You may see a temporary Authorization, or Hold, on your payment card up to 72 hours before the actual transaction Date.

Transaction Date	Service or Product	Qty	Price	Tax	Total	
8/16/2022	Deliver Empty Container to Your Location	1 @	\$259.00	\$259.00	\$20.72	\$279.72
8/16/2022	Fuel Subsidy	1 @	\$0.00	\$0.00		
8/16/2022	Monthly Rental of Container at Your Location	1 @	\$229.00	\$229.00	\$18.32	\$247.32
8/16/2022	Container Only Protection Option - Monthly Fee	1 @	\$10.00	\$10.00		\$10.00
8/16/2022	Deliver Empty Container to Your Location	1 @	\$259.00	\$259.00	\$20.72	\$279.72
8/16/2022	Fuel Subsidy	1 @	\$0.00	\$0.00		
8/16/2022	Monthly Rental of Container at Your Location	1 @	\$229.00	\$229.00	\$18.32	\$247.32
8/16/2022	Container Only Protection Option - Monthly Fee	1 @	\$10.00	\$10.00		\$10.00
8/16/2022	Deliver Empty Container to Your Location	1 @	\$259.00	\$259.00	\$20.72	\$279.72
8/16/2022	Fuel Subsidy	1 @	\$0.00	\$0.00		
8/16/2022	Monthly Rental of Container at Your Location	1 @	\$229.00	\$229.00	\$18.32	\$247.32
8/16/2022	Container Only Protection Option - Monthly Fee	1 @	\$10.00	\$10.00		\$10.00
Total				\$1,494.00	\$117.12	\$1,611.12

Transaction Date	Service or Product	Qty	Price	Tax	Total	
Not scheduled	Pickup Empty Container from Your Location	1 @	\$215.00	\$215.00	\$17.20	\$232.20
Not scheduled	Fuel Subsidy	1 @	\$0.00	\$0.00		
Not scheduled	Pickup Empty Container from Your Location	1 @	\$215.00	\$215.00	\$17.20	\$232.20
Not scheduled	Fuel Subsidy	1 @	\$0.00	\$0.00		
Not scheduled	Pickup Empty Container from Your Location	1 @	\$215.00	\$215.00	\$17.20	\$232.20
Not scheduled	Fuel Subsidy	1 @	\$0.00	\$0.00		
Total				\$645.00	\$51.60	\$696.60

Additional placement and delivery notes

Container 1

Service location: **204 HIGHLAND RD STATESBORO, GA 30458**
 Service description: Deliver to Customer on 8/16/2022
 Service instructions: This is not a gated community or area.
 The container is to be placed in a yard/vacant lot/job site.
 The container's door should face the building.
 The container should be placed 6 feet away from the building or landmark.
 No special placement instructions have been specified.
 The Driver will not collect payment.
 There are no directions that are needed due to the lack of an accurate map.

Container 2

Service location: **204 HIGHLAND RD STATESBORO, GA 30458**
 Service description: Deliver to Customer on 8/16/2022
 Service instructions: The container's door should face the building.
 The container should be placed 6 feet away from the building or landmark.
 There are no directions that are needed due to the lack of an accurate map.
 No special placement instructions have been specified.
 The Driver will not collect payment.
 This is not a gated community or area.
 The container is to be placed in a yard/vacant lot/job site.

Container 3

Service location: **204 HIGHLAND RD STATESBORO, GA 30458**
 Service description: Deliver to Customer on 8/16/2022
 Service instructions: This is not a gated community or area.

The container is to be placed in a yard/vacant lot/job site.
The container's door should face the building.
The container should be placed 6 feet away from the building or landmark.
There are no directions that are needed due to the lack of an accurate map.
No special placement instructions have been specified.
The Driver will not collect payment.

To schedule or reschedule your dates of service, make payments, change your contact information, or get answers to Most Frequently Asked questions, please log in to My Account at www.PODS.com. For other questions regarding your scheduled products or prices, please contact Customer Care at 1-855-673-7637.

Any changes to the products, dates, tax rates or locations ordered may result in a change in price and resulting charges.

Additional Terms and Conditions

All orders are subject to the terms and conditions of the Rental Agreement for using a PODS brand container and associated goods and services which are incorporated herein and made a part hereof and which you accept when you do any of the following: (a) provide your written or electronic signature; (b) attempt to or in any way use the services described in this Order Confirmation; (c) load or store goods in a PODS brand container; or (d) pay for any services described in this Order Confirmation. The Rental Agreement is available by logging into your online account at www.PODS.com or it can be supplied to you by contacting 1-855-673-7637.

Customer acknowledges that it is the Customer's sole responsibility to insure the contents stored in a container and agrees that unless Customer obtains Contents Protection from the PODS Service Provider to assume liability for damage to Customer's contents, Customer will either secure insurance that the Customer deems adequate from a third-party carrier of Customer's choosing or accept full responsibility for all losses.

Exhibit AF, Text messages between Brian McDonald, Edwin Alexander,
and Wilhelmina Randtke

← Edwin, +1 912-243-5477



Jun 6, 11:47 AM

Edwin Alexander created this group with You and 1 other

Edwin Alexander



Good morning Brian, wanting to confirm our noon meeting at the house? -Edwin Alexander

+1 912-243-5477



We are here

Jun 16, 9:01 AM

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 and to have access, 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?



Send message



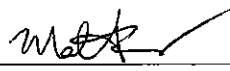
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served a copy of the within and foregoing **PLAINTIFF AND THIRD-PARTY PLAINTIFF MO FLO, LLC d/b/a FLOORS OUTLET'S THIRD-PARTY COMPLAINT** upon all parties to this matter by depositing a true copy of same in the U.S. Mail, proper postage prepaid, addressed to all parties and counsel of record as follows:

Wilhelmina Alexander
Edwin Alexander
204 Highland Road
Statesboro, Georgia 30458

Shannon Warren
S&T Floor Covering, LLC
330 Satilla Church Road
Jesup, GA 31545

This 20TH day of October, 2022.



R. MATTHEW SHOEMAKER
State Bar No. 339367
Attorney for Plaintiff Mo Flo, LLC
d/b/a Floors Outlet
(counterclaims only)

JONES CORK, LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P. O. Box 6437
Macon, Georgia 31208-6437
(478) 745-2821
(478) 743-9609 (facsimile)
matt.shoemaker@jonescork.com

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
)
)
) Statement Of Claim

VS
Plaintiff(s)
WILHELMINA ALEXANDER
204 HIGHLAND RD

EDWIN ALEXANDER
204 HIGHLAND RD

STATESBORO, GA 30458
Defendant(s)

STATESBORO, GA 30458

COPY

STATEMENT OF CLAIM

Suit on : a NOTE [] ACCOUNT [] OTHER [X] explain :

Plaintiff says that defendant(s) is/are indebted to the plaintiff as follows:

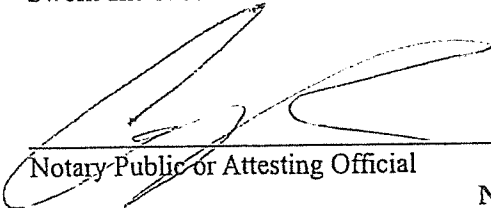
Floors outlet was contracted by above mentioned defendants to install tile at their home. Defendant refuses to allow us to finish job and has stopped communication. Floors outlet has not been paid for work performed

Claim Amount is \$8,159.72 plus \$0.00 interest, \$0.00 attorney's fees, \$0.00 late fees, \$0.00 as miscellaneous fees, \$110.00 costs to date, and all future costs. Total = \$8,269.72

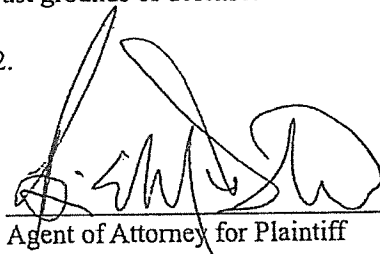
STATE OF GEORGIA, COUNTY OF BULLOCH

, being duly sworn, says that the foregoing is a just and true statement of the plaintiff and claim made by plaintiff against defendant(s), exclusive of all set-offs and just grounds of defense.

Sworn and subscribed before me this 12th day of July 2022.



Notary Public or Attesting Official



Agent of Attorney for Plaintiff

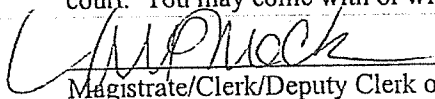
NOTICE AND SUMMONS

TO : WILHELMINA ALEXANDER and EDWIN ALEXANDER

You are hereby notified that MO FLO LLC has made and filed a claim and is asking for judgment against you in the sum of \$8,159.72 plus \$0.00 interest, \$0.00 attorney's fees, \$0.00 late fees, \$0.00 miscellaneous fees, and \$110.00.

YOU ARE REQUIRED TO FILE OR PRESENT AN ANSWER TO THIS CLAIM WITHIN 30 DAYS AFTER SERVICE OR CLAIM AGAINST YOU. IF YOU DO NOT FILE AN ANSWER, JUDGMENT BY DEFAULT WILL BE ENTERED AGAINST YOU. YOUR ANSWER MAY BE FILED IN WRITING OR MAY BE GIVEN ORALLY TO A CLERK OF THIS COURT DURING REGULAR BUSINESS HOURS.

If you have a claim against the plaintiff, you should notify the court at once. If you admit the claim, but desire additional time to pay, you must come to the hearing in person and state the circumstances to the court. You may come with or without an attorney.



Magistrate/Clerk/Deputy Clerk of Bulloch County

EXHIBIT C

SEP 26, 2022 08:33 PM

IN THE STATE COURT OF BULLOCH COUNTY, STATE OF GEORGIA

MO FLO LLC
1267 NORTHSIDE DRIVE EAST
STATESBORO, GA 30458
DBA: FLOORS OUTLET
Plaintiff(s)

VS

WILHELMINA ALEXANDER EDWIN ALEXANDER
204 HIGHLAND RD 204 HIGHLAND RD
STATESBORO, GA 30458 STATESBORO, GA 30458
Defendants

) State Court: STCV2022000202
) Magistrate Court : 2022-11739CS
)
) REFILING OF DEFENDANTS' ANSWER
) TO PROVIDE TRUE AND CORRECT
) COPIES OF EXHIBITS WHICH THE
) MAGISTRATE COURT OF BULLOCH
) COUNTY ALTERED



Heather Banks McNeal, Clerk
Bulloch County, Georgia

REFILING OF DEFENDANTS' ANSWER TO PROVIDE TRUE AND CORRECT COPIES OF EXHIBITS WHICH THE MAGISTRATE COURT OF BULLOCH COUNTY ALTERED

We are refiling our DEFENDANTS' ANSWER and exhibits from Magistrate Court. This is to correct the record, and provide what we actually filed in the Magistrate Court of Bulloch County. The Magistrate Court altered our filing, in that the Magistrate Court took clear photographs that we provided digitally, printed those out in black and white, then scanned them at low resolution. This resulted in destruction of the Exhibits, in that photographs were altered so dramatically that damage was no longer visible. The Magistrate Court of Bulloch County also altered the Exhibits in that, Magistrate Court provided fewer pages when it transferred the record to State Court.

This is not an amended answer. Nothing has changed. The only change we made was to combine all files into a single PDF and then compress the PDF, resulting in a slight loss of image quality, but a much less dramatic loss of image quality than in the transferred record. On August 9, 2022, we filed this exact same DEFENDANTS' ANSWER in print with a CD of Exhibits attached at the Magistrate Court of Bulloch County. We provided five copies of the DEFENDANTS' ANSWER and Exhibits to the Magistrate Court of Bulloch County, to allow a copy for the Magistrate Court and a copy for mailing to each of the four Plaintiffs: Mo Flo LLC, Brian McDonald, Prince Preston, and Randy Childs. On August 10, 2022, we mailed a copy of the DEFENDANTS' ANSWER and CD with Exhibits to each of: Randy Childs (73 S. College Street; Statesboro, GA, 30458, USA), Prince Preston (440 Matthews Road; Statesboro, GA 30458), and Brian McDonald (208 Spotted Fawn Rd. N.; Statesboro, GA 30461). This a true and correct copy of the set of materials that each Plaintiff has had a copy of.

This day of September 26, 2022.



Wilhelmina Randtke, Defendant
204 Highland Rd.
Statesboro, GA 30458



Edwin Alexander, Defendant
204 Highland Rd.
Statesboro, GA 30458

CERTIFICATE OF SERVICE

I certify that I filed a copy of this REFILING OF DEFENDANTS' ANSWER TO PROVIDE TRUE AND CORRECT COPIES OF EXHIBITS WHICH THE MAGISTRATE COURT OF BULLOCH COUNTY ALTERED with the State Court of Bulloch County and will mail copies to:

Christopher R. Gohagan
12 Siebald Street
Post Office Box 327
Statesboro, Georgia 30459

Brian McDonald
208 Spotted Fawn RD N
Statesboro, GA 30458

R. Matthew Shoemaker
Jones Cork LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P.O. Box 6437
Macon, Georgia 31208-6437

Signed September 26, 2022



Wilhelmina Randtke
204 Highland Rd
Statesboro, GA 30458

**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 tray 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. Wilhemina 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


 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).

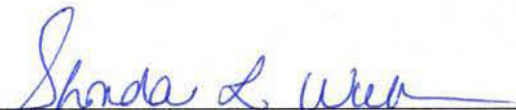
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Type and # of ID FL DL-A425-210-79-447-0


 (Signature of Notary)


 (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

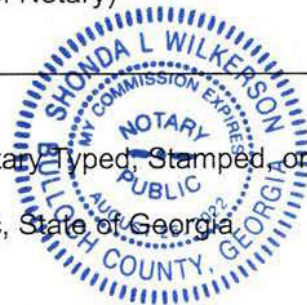


Exhibit A
Contract between Edwin Alexander as customer
and
Brian McDonald as Contractor using name Floors Outlet

Floors Outlet Installation Contract

This Contract for (customer) Edwin Alexander is made effective as of (date): 4/9/2022

Product: Eternity Almond: 12 x 12, Mapei: Hickory

Areas: Kitchen, Living room, Play room, Den, Bedroom, underappan Foyer, laundry room, all 1st floor except ~~to~~ thru room and

1. **Description of Services.** 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, ~~including~~

- Provide Materials (product name): Eternity Almond 12x12
- Installation services such as, Mapei: Hickory
 - o Remove & Dispose existing flooring (if any)
 - o Remove and reinstall appliances
 - o Remove and reinstall doors (if necessary)
 - o Set aside/put back furniture but limited to: Heavy items that customer(s) prefers to be moved
 - o Install all of the materials for designated areas
 - o Clean area after installation is complete

2. **Description of Services (Customer).** Customer(s) shall provide access to the location date of install. Customer(s) hereby agrees to provide all services found below,

- Remove any perishable items that includes,
 - o Anything that is meant to be stored in shelves, and/or anything that is breakable and is not allowed to be handled by non-other than customer(s)

3. **Term.** This contract will terminate automatically on 4/30/22
Contractor hereby agrees to provide, all services found below,

- One Year Installation Warranty
- Free Flooring Cleaner for LIFE! (with flooring kit)

Contractor signature: [Signature]

Customer(s) signature: [Signature]

f | outlet floors

Customer: Edwin & Mina **Email:** edwin.mina@outletfloors.com

Date/Time: 4/8/2022 **Address:** 204 Highland Rd

Cell: (850) 345-0123

Measure for: Eternity Almond 12x12, Grout: Hickory

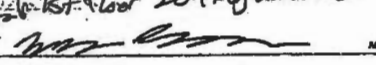
	Unit		\$ Per Unit	Price
Material:				
Tile	1,335	sq. ft	\$ 4.69	\$ 6,261.15
Quarter Round	432	ln. ft.	\$ 0.49	\$ 211.68
Thinset (Mortar)	15	bags	\$ 38.97	\$ 584.55
Grout (Hickory)	14	bags	\$ 25.99	\$ 363.86
Install:				
Tile	1,335	sq. ft	\$ 5.00	\$ 6,675.00
Quarter Round	432	ln. ft.	\$ 1.50	\$ 648.00
Carpet Removal	789	sq. ft	\$ 0.50	\$ 394.50
Laminate Removal	338	sq. ft	\$ 1.00	\$ 338.00
Floor prep				\$ 500.00
Freight				\$ 149.00
New Total: \$16,319.44				
Balance to order materials: \$8,159.72			Tax:	\$ 593.70
Remaining after install: \$8,159.72			Total:	\$ 16,719.44

Paid Balance to order materials on 4/9/22: \$8,159.72

Remaining Balance: \$8,159.72

Exhibit B
Cashed check written April 9, 2022 by
Wilhelmina Randtke to Floors Outlet

Check Number:
1334
Date Posted:
04/11/2022
Check Amount:
8,159.72

WILHELMINA RANDTKE 7030 POTTSBURG DR JACKSONVILLE, FL 32216 PH: 904-724-6446		1334 63-751/631 10588 1000942407238
Pay to the Order of <u>Floors Outlet</u>		<u>April 9, 2022</u> <small>Date</small>
\$ 8,159 ⁷² / ₁₀₀		
Eight thousand one hundred fifty nine and ⁷² / ₁₀₀ Dollars		
For <u>materials + damp proof on 1st floor</u>		<u>1st floor 204 Highland Rd</u> 
MICR line: ⑆063107513⑆ [redacted] ⑆01334		
041122 2832 0670492 <061100606>SYN		

↳ usbanks directory.com / routing - number
 Synovus-bank

↳ 1137 1st Ave ; Columbus, GA
 800-334-9007 31201

Synovus
 keeps records
 for 7 years

Synovus
 Statesboro Branch
 1205 Brampton Ave
 888-796-6887
 2 East Main St
 same phone #

Exhibit C
Inspection Report, December 13, 2021, 204 Highland Rd.

INSPECTION REPORT

**Prepared for: Edwin Alexander
December 13, 2021**



**204 Highland Road
Statesboro, GA**

**JUST-EN TIME INSPECTIONS
MARK JUSTEN
(912) 536-5730**

PURPOSE AND SCOPE OF INSPECTION

While conducting the inspection described herein Just-en Time Inspections has diligently attempted to present an honest and unbiased evaluation of the property in question.

This inspection constitutes a visual examination of the premises for the purpose of determining the condition, at the time of the inspection only, of the accessible portions of the building and related components, systems, and appliances considered to be real property.

Excluded from this inspection are those items considered inaccessible, not visible, optional, and/or considered not to be essential to the occupancy of the building, including, but not limited to:

- Washing machines (including hook-ups and drains)
- Dryers and portable dishwashers
- Window air conditioners, dehumidifiers and humidifiers
- Solar heating systems and portable heating equipment
- Water softeners, conditioners, purifiers, and filters
- Timers and automatic timing devices
- Intercom systems and related equipment
- Fire and burglar alarm systems and related equipment
- Property boundaries, surveys, and easements
- Municipal zoning laws, restrictions, and ordinances
- Drainage, water tables, and flood plains
- Ecological conditions of lakes, ponds, rivers, brooks, and streams
- Geological conditions, mineral deposits, radiation, and molds
- Public services and utilities

THIS IS NOT AN OFFICIAL WOOD INFESTATION REPORT. **We are neither qualified, authorized, nor licensed to inspect for health related molds, mildew, or fungi.** Water, plumbing, and sub-surface sewerage disposal system evaluations do not include underground and/or inaccessible components.


This inspection and report are not intended, or to be considered, as a guarantee or warranty regarding the condition of the property.



This inspection has been conducted as a guide and is not intended to be interpreted as technically exhaustive. This inspection and report is valid for a period of 30 days from the date of the report. By accepting and paying for this report you agree to all of the terms listed in it.




The report is confidential and is the exclusive property of the party or parties for whom it was prepared and is not intended to be used by any third party for any purpose whatsoever.



GROUNDS / EXTERIOR



House Elevation: Multi
Water Supply: Public
Sewerage: Public
Wall Finish: Brick & Wood Siding
Roofing: Architectural Shingles



OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Grade/Slopes		X		THERE ARE SOME AREAS WHERE THE GRADE HAS VERY LITTLE SLOPE.
Hose Bibbs		X		THE FRONT HOSE BIBB DRIPS.
Driveway	X			
Chimney	X			
Roofing	X			
Flashing		X		THERE IS NO VISIBLE FLASHING WHERE THE SHINGLES MEET THE BRICK ON THE FRONT SIDE OF THE HOUSE. 
Roof Vents	X			
Cornice/Fascia		X		THE CORNICE, FASCIA, AND TRIM ARE WEATHERED.


OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				
Screens/Shutters		X		THERE IS LOOSE SCREEN AROUND THE SCREENED PORCH.
Receptacles			X	THE RECEPTACLES ARE NOT GROUND FAULT PROTECTED.
Exterior Doors	X			THE WOOD DOORS ARE WEATHERED.
Windows			X	<p>THERE IS WATER DAMAGE TO SEVERAL OF THE WOOD WINDOWS AOUND THE HOUSE.</p> 


OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				  <p data-bbox="685 1352 1338 1381">ALL OF THE WOOD WINDOWS ARE WEATHERED.</p> 

OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Caulking			X	<p>THERE ARE GAPS AND CRACKS IN THE CAULKING AROUND SOME OF THE WINDOWS AND DOORS.</p> 
Garage Door	X			
Garage Casing	X			
Garage Opener	X			
Steps	X			<p>THERE IS SOME MORTAR MISSING IN THE FRONT STEPS.</p>
Porch Support			X	<p>THERE IS WATER DAMAGE TO THE FRONT PORCH COLUMNS.</p> 
Porch	X			<p>THERE IS SOME MORTAR MISSING IN THE FRONT PORCH BRICK. THE SCREENED PORCH FRAMING IS WEATHERED.</p>

OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				
Brick		X		<p>THERE IS A SETTLING CRACK ABOVE THE FRONT DOOR.</p> 
Wood Siding			X	<p>THERE IS WATER DAMAGE TO THE SIDING ON THE LEFT DORMER.</p>


OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				 <p>THERE IS WATER DAMAGE TO THE SIDING AROUND THE GARGAE.</p>  <p>THE WOOD SIDING IS WEATHERED. THERE IS WATER INTRUSION AND DAMAGE ON THE INTERIOR SIDE OF THE GARAGE WALLS.</p>

OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				


OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Other			X	<p>THERE IS EXPOSED WIRING ON THE LEFT SIDE OF THE HOUSE NEAR THE HVAC UNIT.</p> 

INTERIOR

DOWNSTAIRS INTERIOR	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Walls	X			THERE ARE SOME SCUFFS AND SCRAPES.
Doors	X			
Ceilings			X	THERE IS DAMAGE AROUND THE FIRE PLACE. THERE ARE AREAS WHERE THERE ARE CRACKS AND/OR DISCOLORATION.
Switches	X			
Receptacles	X			
Windows			X	THE WINDOWS IN THE REAR BEDROOM, DEN, DINING ROOM, AND LIVING ROOM, HAVE LOST THEIR SEALS. THE WINDOWS WOULD NOT OPEN (SAFETY HAZARD IN BEDROOMS, NO MEANS TO EGRESS). THERE ARE WINDOWS THAT ARE DIRTY AND IT WAS HARD TO TELL IF SOME OF THE SEALS WERE BROKEN.
Ceiling Fans	X			
Carpet	X			THERE ARE SOME STAINS.
Floors	X			
Lighting	X			
Other:				I WOULD RECOMMEND A SMOKE ALARM IN THE BEDROOM (SAFETY).



UPSTAIRS INTERIOR	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Walls	X			
Doors	X			
Ceilings		X		THERE ARE AREAS WITH CRACKS AND/OR DISCOLORATION.
Switches	X			
Receptacles	X			
Windows			X	THE WINDOWS WOULD NOT OPEN (SAFETY HAZARD IN BEDROOMS, NO MEANS TO EGRESS). ALL OF THE WINDOWS HAVE LOST THEIR SEALS.
Ceiling Fans	X			
Carpet		X		THERE ARE SOME STAINS. THERE IS SOME GATHERED CARPET.
Floors	X			THERE ARE SOME SQUEAKY AREAS.
Lighting	X			
Other:			X	<p>THE STAIR HAND RAILS AT THE BOTTOM ARE LOOSE. THERE ARE NO HAND RAILS ON THE TOP PORTION OF THE STAIRWELL.</p>  <p>I RECOMMEND A SMOKE ALARM IN EACH BEDROOM (SAFETY).</p>

BATHROOMS

DOWNSTAIRS HALL BATHROOM	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Electrical	X			
GFCI			X	THE RECEPTACLES ARE NOT ROUND FAULT PROTECTED.
Plumbing/Drains			X	THE TUB IS DRAINING SLOW. THE WATER PRESSURE IS WEAK AT THE SINK. THERE ARE RUSTY PLUMBING LINES.
Ceiling/Walls/Flooring			X	THE WINDOW HAS LOST ITS SEAL. THERE IS WATER DAMAGE UNDER THE SINK. 
Sink(s)	X			THE SINK STOPPER IS MISSING.
Tub & Shower	X			

UPSTAIRS HALL BATHROOM	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Electrical	X			
GFCI			X	THE RECEPTACLES ARE NOT GROUND FAULT PROTECTED.
Plumbing/Drains			X	THE TUB IS DRAINING SLOW.
Ceiling/Walls/Flooring			X	THE WINDOW HAS LOST ITS SEAL. THERE IS SOME WATER DAMAGE UNDER THE SINK. THERE ARE SOME RUSTY PLUMBING LINES.
Sink(s)	X			
Tub & Shower	X			

FUNCTIONAL AREAS


KITCHEN	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Plumbing			X	<p>THE SINK FAUCET IS LOOSE. THERE IS SOME RUSTY PLUMBING.</p> 
Walls	X			
Ceiling	X			
Molding	X			
Lighting	X			
Switches	X			
Receptacles			X	THE RECEPTACLES ARE NOT GROUND FAULT PROTECTED.
Cabinets (Exterior)			X	<p>THERE IS WATER DAMAGE UNDER THE SINK AND POSSIBLE FUNGAL GROWTH.</p> 
Counters	X			
Flooring	X			


APPLIANCES	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Cook Top	X			
Exhaust Fan			X	I DO NOT SEE A PLACE FOR THE STOVE VENT TO EXHAUST.
Oven	X			
Dishwasher	X			
Refrigerator	X			
Ice Maker	X			
Disposal			X	THE DISPOSAL IS RUSTY AND THE FLAPS ON THE TOP SIDE ARE MISSING AND/OR TORN.
Other				

GAS LOG FIRE PLACE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Damper	X			
Chimney/Needs Cleaning			X	THE CHIMNEY NEEDS TO BE CLEANED.
Fire Brick	X			
Gas Logs				THERE IS NO GAS.
Gas Start				THERE IS NO GAS.
Cracks	X			

MASTER / UTILITIES

Heating: Manufacturer: G.E. 4 ton 1993
 Trane 1 ½ ton 2015
Type: Electric
 Heat Pump
Cooling: Manufacturer: G.E. 4 ton 1993
 Trane 1 ½ ton 2015
Type: Electric
Location of Unit(s): Exterior/Interior

HEATING / COOLING	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Operation	X			I COULD NOT TEST THE AIR CONDITIONING BECAUSE THE TEMEPRATURE HAS BEEN BELOW 55 DEGREES IN THE PAST 24 HOURS. THE ARE G.E. SYSTEM IS OLDER AND AT THE END OF ITS LIFE EXPECTANCY.
Filters	X			
Returns	X			
Vents/Registers	X			
Duct Work	X			THERE IS DUCT WORK THAT CANNOT BE ACCESSED.
Other		X		THERE IS A GAP IN THE REFIRGERANT LINE INSULATION ON THE EXTERIOR.  THERE ARE WATER STAINS IN THE MECHANICAL CLOSET.


HEATING / COOLING	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				

Temp. Readings: Level1: Heat 107 Cool Return 67
Temp. Readings: Level2: Heat 115 Cool Return 62

Water Heater: 2007 Manufacturer: Whirlpool Ext. Capacity 40 Gallons
Type: Electric

WATER HEATER	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Rust	X			
Electric Service	X			
Leaks	X			
Temp/Press Release	X			
Operation	X			


Electrical: Underground Location of Box: Hall
 Main Disconnect: 200 Amps Service Line: Aluminum
 240 Volt Lines: Aluminum & Copper 120 Volt Line: Copper

ELECTRICAL	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Breakers			X	THERE IS A BREAKER THAT IS RUNNING MORE THAN ONE CIRCUIT. 
Ground	X			
Sub Panel(s)				
AFCI/GFCI				
Other		X		THE PANEL IS NOT LABELED.

ATTIC

Roof Construction: 2X8 16OC & 2X8 24 OC
 Sheathing: Plywood

ATTIC	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Access			X	<p>THE ACCESS LADDER IN THE GARAGE IS BROKEN AND HAS NOT BEEN CUT TO FIT AT THE BOTTOM.</p>  <p>THE ACCESS HATCHES IN THE UPSTAIRS ARE NOT INSULATED AND THE ONE ON THE CEILING IS BROKEN.</p>  <p>IT WAS NOT SAFE TO ENTER THE LOWER ATTIC IN THE UPSTAIRS, I COULD NOT SEE THE FRAMING TO WALK ON.</p>
Plumbing Vents	X			
Moisture	X			
Wiring	X			

ATTIC	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Electrical Junctions	X			
Ventilation		X		THERE IS LIMITED VENTILATION IN THE LOWER ATTIC OF THE UPSTAIRS.
Insulation		X		<p>THE INSULATION HAS SETTLED IN THE UPPER ATTIC AND MORE MAY NEED TO BE ADDED FOR EFFICIENCY.</p> 

It is understood and agreed that should company and/or employees be found liable for any loss or damages resulting from a failure to perform any of its obligations, including but not limited to negligence, breach of contract, or otherwise, then the liability of company and/or its agents or employees shall be limited to a sum equal to the amount of the fee paid by the customer for the inspection and report. By accepting and paying for this report you agree to all of the terms listed in it.

Exhibit D

Water shut off key pricing.

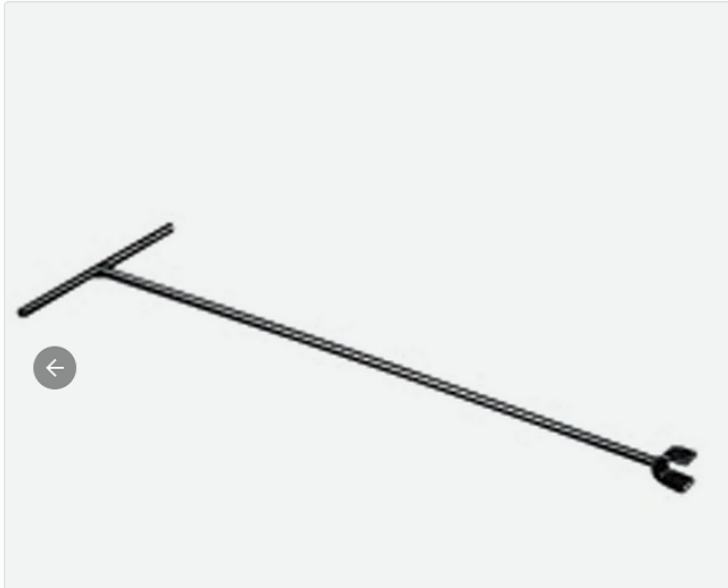
The water shut off key was 12.68. After tax
that is 13.69.

Lawn & Garden / Irrigation / Irrigation Repair / Underground Irrigation Tools

Orbit Water Shut-Off Curb Key

Item #166341 Model #53246

Shop Orbit ★★★★★ 361



BESTSELLER

\$12.68

- Open and close meters and underground stop and waste valves
- 28 in. long
- Steel construction

- 1 +

Add to Cart



Free Store & Curbside Pickup
31 Available today at **Atlanta-Edgewood Lowe's**
Aisle 17 | Bay 43



Delivery
Free with \$45 Order
Get it by **Tue, Aug 2**

Exhibit E.
Credit Card Statement Showing Purchase of Water Shut Off
Key on May 30, 2022 for \$13.69



P.O. BOX 15204
WILMINGTON, DE 19850

Customer Service Information:

www.bankofamerica.com
1.800.421.2110

Mail billing inquiries to:

Bank of America
P.O. Box 672050
Dallas TX 75267-2050

Mail payment to:

Bank of America
P.O. Box 660710
Dallas TX 75266-0710

EDWIN ALEXANDER
IRENE LAUDERMAN ALEXANDER
2119 NW 29TH AVE
GAINESVILLE FL 32605-2915

Visa Signature®

Account# [REDACTED]
May 26 - June 25, 2022

Account Summary

Previous Balance \$2,218.64
Payments and Other Credits -\$2,247.72
Purchases and Adjustments \$2,455.66
Fees Charged \$0.00
Interest Charged \$0.00

New Balance Total \$2,426.58
Total Credit Line \$21,000.00
Total Credit Available \$18,573.42
Cash Credit Line \$4,200.00
Portion of Credit Available
for Cash \$4,200.00
Statement Closing Date 06/25/2022
Days in Billing Cycle 31

Payment Information

New Balance Total \$2,426.58
Current Payment Due \$25.00

Total Minimum Payment Due \$25.00
Payment Due Date 07/22/2022

Late Payment Warning: If we do not receive your Total Minimum Payment by the date listed above, you may have to pay a late fee of up to **\$39.00** and your APRs may be increased up to the Penalty APR of **29.99%**.
Total Minimum Payment Warning: If you make only the Total Minimum Payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will payoff the balance shown on this statement in about	And you will end up paying an estimated total of
Only the Total Minimum Payment	12 years	\$4,407.00
\$82.00	36 months	\$2,952.00 (Savings = \$1,455.00)

If you would like information about credit counseling services, call 866.300.5238.

[REDACTED]
BANK OF AMERICA
P.O. BOX 660710
DALLAS TX 75266-0710

Account Number: [REDACTED]

New Balance Total \$2,426.58
Total Minimum Payment Due \$25.00
Payment Due Date 07/22/2022

Enter payment amount \$ [REDACTED]

EDWIN ALEXANDER
IRENE LAUDERMAN ALEXANDER
2119 NW 29TH AVE
GAINESVILLE FL 32605-2915

*For change of address/phone number, see reverse side.
Make your payment online at www.bankofamerica.com or*

Mail this coupon along with your check payable to: Bank of America

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

PAYING INTEREST - We will not charge interest on Purchases on the next statement if you pay the New Balance Total in full by the Payment Due Date, and you had paid in full by the previous Payment Due Date. We will begin charging interest on Balance Transfers and Cash Advances on the transaction date.

TOTAL INTEREST CHARGE COMPUTATION - Interest Charges accrue and are compounded on a daily basis. To determine the Interest Charges, we multiply each Balance Subject to Interest Rate by its applicable Daily Periodic Rate and that result is multiplied by the number of days in the billing cycle. To determine the total Interest Charge for the billing cycle, we add the Periodic Rate Interest Charges together. A Daily Periodic Rate is calculated by dividing an Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS - Payments are allocated to posted balances. If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first (including transactions made after this statement). Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

IMPORTANT INFORMATION ABOUT PAYMENTS BY PHONE - When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. To cancel, call us before the scheduled payment date. Same day payments cannot be edited or canceled.

YOUR CREDIT LINES - The Total Credit Line is the amount of credit available for the account; however, only a portion of that is available for Bank Cash Advances. The Cash Credit Line is that amount you have available for Bank Cash Advances. Generally, Bank Cash Advances consist of ATM Cash Advances, Over the Counter (OTC) Cash Advances, Same-Day Online Cash Advances, Overdraft Protection Cash Advances, Cash Equivalents, and applicable transaction fees.

MISCELLANEOUS - Promotional Rate End Date: This date is based on a future statement closing date. If you change your payment due date, this date could change. The New Balance Total which appears on this statement is not a payoff amount and may be subject to additional interest charges when you pay in full after your statement closing date. Please contact the customer service number located on the front of this statement for a pay-off amount. Virtual cards are the digital form of your eligible physical credit cards stored within a digital wallet.

© 2022 Bank of America Corporation

CALCULATION OF BALANCES SUBJECT TO INTEREST RATE

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to an Interest Rate for Purchases and for each Introductory or Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Purchases, new Account Fees, and new Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Introductory or Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre Cycle balance" - a Pre-Cycle balance is a Balance Transfer or a Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Balance Transfers, new Cash Advances and Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance: (1) we take the beginning balance attributable solely to Pre-Cycle balance (which will be zero on the transaction date of the first Pre-Cycle balance); (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) and add only the applicable Pre-Cycle balances and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

For the complete terms and conditions of your account, consult your Credit Card Agreement. This account is issued and administered by Bank of America. Bank of America is a registered trademark of Bank of America Corporation.

PAYMENTS We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance portion of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Central. Credit for any other payments may be delayed up to five days. Cash payments made with our tellers will only be accepted with a valid identification (ID).

No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

Change of Address/Phone number: Online at www.bankofamerica.com

Please do not add any written communication in this space.

Transactions

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
Payments and Other Credits						
05/26	05/26	PAYMENT - THANK YOU	4008	0371	-2,218.64	
05/31	06/01	PROGRESSIVE *INSURANCE 800-776-4737 OH	7590	0371	-29.08	
TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD						-\$2,247.72
Purchases and Adjustments						
05/27	05/28	WM SUPERCENTER #3877 GAINESVILLE FL	9980	0371	15.00	
05/30	05/31	ACE HARDWARE STATESBORO STATESBORO GA	0205	0371	63.45	
05/30	06/01	LOWES #00177* STATESBORO GA	2815	0371	54.99	
05/30	06/01	LOWES #00177* STATESBORO GA	3011	0371	13.69	
05/30	06/01	FOODWORLD # 792 STATESBORO GA	6936	0371	23.75	
05/31	06/01	A CHILDS DREAM PRESCHOOL 561-302-4495 FL	0380	0371	215.00	
06/01	06/02	BUMBLEBEES* BUMBLEBEES bumblebeeschiGA	2131	0371	435.00	
06/01	06/02	SQ *HUDSON PLUMBING INC Statesboro GA	0089	0371	306.98	
06/01	06/03	ALDI 76085 STAESBORO GA	1226	0371	71.90	
06/02	06/03	FOOD LION #2825 STATESBORO GA	1094	0371	23.47	
06/03	06/04	ACE HARDWARE STATESBORO STATESBORO GA	0278	0371	3.88	
06/05	06/06	TRACTOR SUPPLY CO #1563 STATESBORO GA	3921	0371	86.39	
06/05	06/07	FOODWORLD # 793 STATESBORO GA	1963	0371	12.34	
06/06	06/07	A CHILDS DREAM PRESCHOOL 561-302-4495 FL	3234	0371	215.00	
06/08	06/08	MED*UF HEALTH 888-766-8154 FL	6379	0371	153.45	
06/07	06/09	ALDI 74119 GAINESVILLE FL	4267	0371	8.98	
06/11	06/13	O'REILLY AUTO PARTS 6388 STATESBORO GA	7250	0371	6.47	
06/12	06/13	PIGGLY WIGGLY #62 NAHUNTA GA	7671	0371	1.03	
06/13	06/15	ALDI 74119 GAINESVILLE FL	4884	0371	58.79	
06/14	06/15	NORTHLAND CABLE TELEVI 8002485421 WA	3909	0371	55.12	
06/15	06/16	BUMBLEBEES* BUMBLEBEES bumblebeeschiGA	6829	0371	135.00	
06/15	06/16	JENKINS KIA OF GAINESVIL GAINESVILLE FL	0139	0371	6.10	
06/17	06/18	BUMBLEBEES* BUMBLEBEES bumblebeeschiGA	4279	0371	135.00	
06/17	06/18	PEDIATRIC ASSOCIATES - A 818-996-6000 FL	0165	0371	20.62	
06/18	06/18	MED*UF HEALTH 888-766-8154 FL	3782	0371	48.12	
06/18	06/20	AMAZON.COM*RZ4IJ00B3 AMZNAMZN.COM/BILLWA	3239	0371	68.56	
06/18	06/20	LOWES #02365* GAINESVILLE FL	5665	0371	23.50	
06/19	06/20	COX GAINESVILLE COMM 800-234-3993 FL	4022	0371	97.90	
06/19	06/21	KINGS KOUNTRY PRODUCE STARKE FL	1407	0371	25.64	
06/20	06/21	OLD NAVY US 5750 GAINESVILLE FL	3723	0371	3.21	
06/20	06/22	ALDI 74109 GAINESVILLE FL	6085	0371	67.33	
TOTAL PURCHASES AND ADJUSTMENTS FOR THIS PERIOD						\$2,455.66
Interest Charged						
06/25	06/25	INTEREST CHARGED ON PURCHASES			0.00	
06/25	06/25	INTEREST CHARGED ON BALANCE TRANSFERS			0.00	
06/25	06/25	INTEREST CHARGED ON DIR DEP&CHK CASHADV			0.00	
06/25	06/25	INTEREST CHARGED ON BANK CASH ADVANCES			0.00	
TOTAL INTEREST CHARGED FOR THIS PERIOD						\$0.00

2022 Totals Year-to-Date	
Total fees charged in 2022	\$0.00
Total interest charged in 2022	\$0.00

Interest Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Promotional Rate End Date	Balance Subject to Interest Rate	Interest Charges by Transaction Type
Purchases	12.99%V				\$ 0.00	\$ 0.00
Balance Transfers	12.99%V				\$ 0.00	\$ 0.00
Direct Deposit and Check Cash Advances	17.74%V				\$ 0.00	\$ 0.00
Bank Cash Advances	19.99%V				\$ 0.00	\$ 0.00

APR Type Definitions Daily Interest Rate Type: V= Variable Rate (rate may vary)

Important Messages

You can request a copy of this statement in either Braille or Large Print by calling 800.432.1000 or going to bankofamerica.com and enter Visually Impaired Access from the home page.

Your Reward Summary

24.26	Base Cash Back Earned
4.45	Category Bonus Earned
21.79	Relationship Bonus Earned
280.32	Total Cash Back Available

**Make the most of your
rewards program today!**

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Exhibit F.
Hudson Plumbing Receipt for Repair of Damaged
Washer Hookups



HUDSON PLUMBING INC

P.O. Box 477
Statesboro, GA 30459-0477
(912) 489-4254

012058

Customer's Order No. Edwin Alexander Date 1 2022
 Name Edwin Alexander
 Address 204 Highland Drive
Statesboro Ga Phone/Cell:

SOLD BY CASH C.O.D. CHARGE ON ACCT MDSE RETD PAID OUT LAYAWAY

QUAN.	DESCRIPTION	PRICE	AMOUNT
	Repaired leaks on cut-off valves at washer.		Total labor \$ 296. ⁰⁰
	Checked ice water connection + cut on water. Paid		
	Replaced pop up drain assembly + traps on lavatory downstairs.		
	Repaired floor leak on front of house		
	Installed bath faucet		
	<small>All claims and returned goods MUST be accompanied by this bill</small>		
RECEIVED BY	<i>[Signature]</i>	TAX \$	✓ 1.00
		TOTAL	296

9/1/22 Thank You ^{and} processing fee 10.38
306.98

Exhibit G.
Business card for Jose's Flooring, a subcontractor of "Shannon
Warren's company".

The only flooring company you can trust... #1

Jose's Flooring

912-245-3861

Jose Eduardo Gonzalez
Owner

Vidalia, GA

Laminate . Carpet . Tile . Wood . Vinyl

Exhibit H1.

Email chain with Subject Line "Following up from Saturday, could you pass us the Floors Outlet license info?"



Wilhelmina Randtke <randtke@gmail.com>

Following up from Saturday, could you pass us the Floors Outlet license info?

Brian McDonald <brian@floors-outlet.com>
To: Wilhelmina Randtke <randtke@gmail.com>

Wed, Jun 29, 2022 at 12:34 PM

Just touching base to see if you are going to allow us the opportunity to come fix what is wrong with job. We haven't heard from you in some time and are trying to put a plan together.

Thank you,
Brian McDonald
Owner
Floors Outlet
o 912-225-9911
c 912-243-5477
[1267 Northside Drive E](#)
[Statesboro, GA 30458](#)

On Fri, Jun 24, 2022 at 8:04 AM Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

Thank you for providing a certificate of insurance for your and Floors Outlet's partners.

This helps me to know how much I am gambling if I am required to give Floors Outlet a chance to fix things. I have had another contractor to see the floor and have contacted others. If it turns out that I am required to give Floors Outlet the opportunity to complete the work, then I will ask for an updated certificate of insurance as part of that process.

Once I have a replacement contractor, and a plan, I will be in touch about finances.

As a reminder, you are required to provide the name of all applicable insurers for Floors Outlet related to my potential claim. For both our reference, the contract was signed April 9, 2022, and your subcontractors were in my house May 23-30.

-Wilhelmina

On Tue, Jun 21, 2022, 8:34 PM Brian McDonald <brian@floors-outlet.com> wrote:

Wilhelmina,

Per our conversation on Saturday, we tried to contact you via phone about our insurance information. We called between 12:00pm and 1:00pm as you requested because of your work. We are sending you a COI as an attachment to this email and would like to speak with you about moving forward. We will try to call you again tomorrow between the same times.

image0.jpeg

Sent from my iPhone

On Jun 18, 2022, at 1:47 PM, Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

I'm following up on this. You have said you will not address issues nor complete the install. Nevertheless, for me get the floor corrected by another contractor, my understanding is that I may be required to formally give you the opportunity to fix problems. Because of the amount of damage done to walls, appliances, kitchen cabinets, and doors, I want to know what insurance coverage you have so that I know how much I am gambling if you send subcontractors back in the house.

I want to remind you that you have 30 days from June 6 to give me all applicable insurance information that covers the damage your subcontractors already did and that would cover workers you might send to do additional work. See <https://law.justia.com/codes/georgia/2020/title-33/chapter-3/section-33-3-28/> .

-Wilhelmina

On Mon, Jun 6, 2022 at 10:16 AM Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

Good morning. On Saturday, we'd come by and asked to see the license and insurance info for Floors Outlet. I know you had said that you will not file a claim, because it will impact premiums, but could you still provide the license information, so we can check on it?

Also, what is Caleb and Shannon's last name, or the name they are using to contract with you?

Thanks so much for any assistance.

-Wilhelmina

Exhibit H2.

This is the image0.jpeg attachment to the June 21, 2022 email in the chain. This shows that P3 Flooring purchased an insurance policy on June 18, 2022. While Brian McDonald stated in the email that it was a certificate of insurance for Floors Outlet, it does not list Floors Outlet as covered.

Exhibit I.

Email with subject line "Final Pay Request" and
attachment scanned image0.jpeg



Wilhelmina Randtke <randtke@gmail.com>

Final Pay Request

Brian McDonald <brian@floors-outlet.com>
To: randtke@gmail.com

Tue, Jun 7, 2022 at 12:56 PM

We have determined that against industry standards that your job is all but 10% satisfactory. Please find your adjusted invoice with your 10% deduction. Please remit payment immediately.

Thank you,

Brian McDonald
Floors Outlet
o 912-225-9911
c 912-243-5477
1267 Northside Drive E
Statesboro, GA 30458

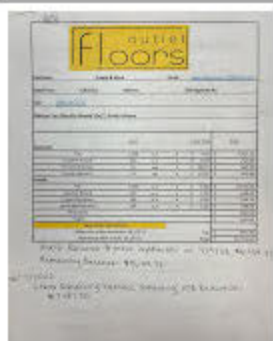
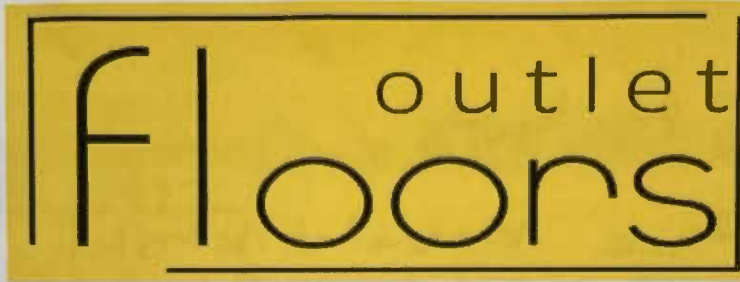


image0.jpeg
688K

Josh



Customer: Edwin & Mina Email: edwinalexander127@gmail.com

Date/Time 4/8/2022 Address: 204 Highland Rd

Cell: [\(850\)-345-6123](tel:(850)-345-6123)

Measure for: Eternity Almond 12x12, Grout: Hickory

Material:	Unit			\$ Per Unit	Price
Tile	1,335	sq. ft	x	\$ 4.69	\$ 6,261.15
Quarter Round	432	ln. ft.	x	\$ 0.49	\$ 211.68
Thinset (Mortar)	15	bags	x	\$ 38.97	\$ 584.55
Grout (Hickory)	14	bags	x	\$ 25.99	\$ 363.86
Install:					
Tile	1,335	sq. ft	x	\$ 5.00	\$ 6,675.00
Quarter Round	432	ln. ft.	x	\$ 1.50	\$ 648.00
Carpet Removal	789	sq. ft	x	\$ 0.50	\$ 394.50
Laminate Removal	338	sq. ft	x	\$ 1.00	\$ 338.00
Floor prep					\$ 500.00
Freight					\$ 149.00
New Total: \$16,319.44					
Balance to order materials: \$8,159.72				Tax:	\$ 593.70
Remaining after install: \$8,159.72				Total:	\$ 16,719.44

Paid Balance to order materials on 4/9/22: \$8,159.72

Remaining Balance: \$8,159.72

6/7/2022

↳ New Remaining balance reflecting 10% Reduction:
\$7,487.50

Exhibit J.
Email chain with subject line "Final Pay Request".



Wilhelmina Randtke <randtke@gmail.com>

Final Pay Request

Wilhelmina Randtke <randtke@gmail.com>
To: Brian McDonald <brian@floors-outlet.com>
Cc: Edwin Alexander <edwinalexander127@gmail.com>

Sat, Jun 18, 2022 at 4:51 PM

Brian,

You, your business partner Prince Preston, and Shannon Warren owner of your subcontractor all viewed the extensive problems with the floor and damage to other things when you came to my house on June 6. Nevertheless, in the interests of documenting, here are examples of the bad install and damage: https://drive.google.com/file/d/1y_xbfeN89Azl1x83n2A48JEdKlvKaCfL/view?usp=sharing (filename 2022_06_18_picsOfFloorsOutletBotchedTileInstallPics.pdf). These are examples but not a photograph of every problem. For example, all edges are jagged, and all walls are dirtied and smeared. Jagged edges, cracks, incomplete grout, and lippage is everywhere. I am unsure of how to photograph extensive lippage, so I don't have pics of that, but you came and saw it.

These are the issues I will have to get addressed.

Please let me know how many spare tiles you have, so that I know how much flexibility there is to salvage things, if it's salvageable. My understanding is that due to extensive lippage everywhere, that it's not salvageable.

-Wilhelmina

On Wed, Jun 15, 2022 at 6:17 PM Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

I contracted with you to install tile. You subcontracted that to a company that subcontracted it out to someone who did not have the skills. Nevertheless, my contract is with you, not with your subcontractor's subcontractors. I contracted for the tile installation, which you are now saying that you will not provide.

I will look for another contractor who can assess the tile installation. As you know, and as you described to me, a tear out is more expensive than installation. The tile installation, even if you had completed it, is below industry standards due to the amount of lippage, tiles being broken into pieces before installation and broken pieces installed next to one another to make a square, edges being broken into shape rather than cut into shape when partial tiles were needed near walls and thresholds such that there are holes in the floor along the edge of the quarterround, and misalignment. You botched the install, strung me along (I still have furniture in a converted carport that floods because you said you needed the time to work with your subcontractor to install grout, you never complete grout on what is there, and I had to keep the floor clear to allow you access to grout). Now you are saying you are leaving and still wish to bill me when we both know that the cost to fix this and bring it up to a minimum standard is potentially more than the dollar amount of the original contract. I'm not going to pay at this time. Payment was due 2 days after install, and you are saying that you will not provide the install.

I have to find another contractor to assess the situation and either complete the job or tear out and properly install an equivalent tile. That's on short notice to me. Because I can't move in until this is resolved, I definitely intend to find someone to provide the install as quickly as I can.

I also will find someone to repair damage to walls, kitchen cabinets, and doors, that your subcontractors did.

This is short notice. After I have found a contractor to do the work, I will be in touch about my additional costs, due to you not providing the service. At that time, we can discuss dollar amounts and what is owed to who.

-Wilhelmina

On Tue, Jun 14, 2022 at 11:02 AM Brian McDonald <brian@floors-outlet.com> wrote:

Wilhelmina,

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.

Thank you,
Brian McDonald
Owner
Floors Outlet
o 912-225-9911
c 912-243-5477
1267 Northside Drive E
Statesboro, GA 30458

On Tue, Jun 14, 2022 at 8:41 AM Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

There are 3 issues here:

- 1) I contracted with you for a tile install meeting industry standards, which you did not provide. I do not accept the price reduction of \$672.22 indicated on your adjusted invoice. Even if you adjusted by 10%, I still do not accept it. I want an installation that meets industry minimums. That's what we contracted for, and you have not delivered it.
- 2) You did not complete the botched tile install. There are large gaps in the grout in every room. This means I can't move furniture in, since I then will have to move it out to allow grouting. I have had the house clear from May 23, the first day of installation, until present. I realize that your subcontractor, Shannon Warren's company, abandoned the install after you paid them, but I have a contract with you and not with your subcontractor. You also have the extra tile and grout, and you have the materials needed to complete the botched install. Quarterround installation was never completed. Shannon Warren's company subcontracted that to Jose's Flooring, but Jose's Flooring could not complete the install due to the amount of grout caked onto the baseboards which interfered with quarterround install.
- 3) Your subcontractors did a lot of damage to things that weren't the floor. They smeared grout and thinset on every wall. It's extensive. There is grout and thinset caked on the baseboards. They broken the large hole in the dining room wall by rehanging doors without hinge doorstops and putting the door knob through the wall. That needs a patch and paint. They ripped chunks off the kitchen cabinet doors, which I've tried to repair by rebuilding the missing chunks, but now someone has to do a paint match and repaint doors.

Do you intend to fix the install and bring it up to a minimum industry standard?

Do you intend to complete the install by grouting and finishing quarterround install?

Do you intend to get thinset and grout off the walls and baseboards, fix the dry wall hole and do a paint match, and do a paint match to the kitchen cabinet door?

\$672.22 is not enough for me to fix these problems. I refuse you making this adjustment to the scope of work and price.

I will remind you that payment is due 2 days after installation is completed.

-Wilhelmina Randtke

On Mon, Jun 13, 2022 at 9:35 AM Brian McDonald <brian@floors-outlet.com> wrote:

Wilhelmina,

Please remit payment for the adjusted invoice immediately.

Thank you,
Brian McDonald
Owner
Floors Outlet

o 912-225-9911
c 912-243-5477
1267 Northside Drive E
Statesboro, GA 30458

On Sun, Jun 12, 2022 at 9:03 AM Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

Before we signed this contract, you said you were licensed and insured as a general contractor through your business partner at 440 Matthews Rd. License no RLCO001318 is associated with 440 Matthews Rd.

When you came and saw the install on June 1 and 2, you thought the floor was a tear out. Problems include tile consistently misaligned to walls throughout the house, lippage throughout the house, excessive lippage in the kitchen where when I left for work at 7:50am no tile had been laid and when I came back at noon your installers were humping furniture across freshly laid tile, tiles broken before install and then broken pieces installed next to one another to make a square, wet saw not used so that edges of "cut" tiles are broken and chipped rather than cut, jagged edges so uneven that gaps show from underneath the quarterround, quarterround installation not complete due to the amount of grout smeared on the baseboards preventing quarterround installation, tiles not fully grouted with numerous holes in the grout and several missing sections of grout more than 4 inches long, cracked tile installed prominently at bathroom thresholds, grout and thinset smeared on the walls, a large hole in the dry wall from reinstalling doors but not reinstalling hinge door stops, damage to appliance hook ups, damage to the refrigerator from the ice tray being put in the sink and flooring stuff put in it, chunks ripped off the kitchen cabinet doors, grout and thinset smeared on bathroom and kitchen counters. On June 4, when we came to the store, you said that your plan going forward was that you would have Shannon do a tear out and a different installer reinstall, and that you didn't want to make an insurance claim because you didn't want rates to go up. You described what that would look like with concrete dust, covering doorways with plastic to prevent dust spread, and disconnecting and sealing off air conditioner ducts to keep dust from damaging the ductwork.

Because of the amount of damage done when Shannon and Caleb, your subcontractors were here, and the potential to damage the slab during a tear out, I'd asked for insurance information to be able to contact the insurance company and verify coverage. On Monday, your business partner Prince Preston told me you are not licensed and insured as a general contractor. asked me what check he would have to write to make me go away, then said he would sue me.

I still don't know what companies you subcontracted this out to. I don't believe that Shannon Warren and Caleb Warren are real names. And Shannon Warren subcontracted out to other subcontractors. It's risky for me to have people working without workers compensation coverage, and to have potential damage to the house without insurance coverage. General contractor required insurance is supposed to be in place to handle those risks. You not having insurance that you said you had is a big change. Please let me know what companies you subcontracted to that have had employees in the house, and please let me know what insurance coverage applies. The lack of insurance and licensing is a big change and I am uncomfortable with it. If I let you all back in to fix problems with the install now that you've told me you don't have insurance, then I've accepted that change, and I don't want to risk holding the bill for injuries or structural damage.

Meanwhile, the installation is not completed. At all previous times, you said that the payment was due 2 days after installation.

-Wilhelmina

On Tue, Jun 7, 2022 at 12:56 PM Brian McDonald <brian@floors-outlet.com> wrote:

We have determined that against industry standards that your job is all but 10% satisfactory. Please find your adjusted invoice with your 10% deduction. Please remit payment immediately.

Thank you,

Brian McDonald
Floors Outlet



o 912-225-9911
c 912-243-5477
1267 Northside Drive E
Statesboro, GA 30458

Exhibit K.
Email with the Bulloch County Superior Court.



Wilhelmina Randtke <randtke@gmail.com>

Request to check on a fictitious name registration / dba

Raymond, Jennifer <Jennifer.Raymond@gsccca.org>
To: "randtke@gmail.com" <randtke@gmail.com>

Wed, Jul 20, 2022 at 9:24 AM

Good morning,

A trade name in referenced to "Floors Outlet" has not been located in our records.

From: Wilhelmina Randtke [randtke@gmail.com]
Sent: Tuesday, July 19, 2022 8:09 PM
To: clerkinfo@bullochcounty.net
Cc: Edwin Alexander
Subject: Re: Request to check on a fictitious name registration / dba

Clerk of the Superior Court for Bulloch County,

I wanted to follow up on this request for any fictitious name registration for "Floors Outlet" in Bulloch County. I had phone called, and confirmed that there is no registration for this fictitious name. Is it possible for me to get a certification that a diligent search was performed and no record was found?

I want to be able to show this hearsay exemption <https://law.justia.com/codes/georgia/2020/title-24/chapter-8/article-1/section-24-8-803/> "absence of public record or entry" and it sounds like I would be able to get something from the court confirming that a search for a "Floors Outlet" fictitious name registration did not find any such registration.

Thank you for any assistance. I will try phoning this week to ask how I can request a certification that no fictitious name registration is on file.

Best,

-Wilhelmina Randtke

850-345-6123

On Tue, Jun 21, 2022 at 10:35 AM Wilhelmina Randtke <randtke@gmail.com> wrote:

Clerk of the Superior Court for Bulloch County,

I would like to know whether there has ever been a fictitious name registration for "Floors Outlet" in Bulloch County, and to get copies of any responsive records.

I believe that if there is a fictitious name registration, it would have been registered between August 2019 and present.

It is possible that a fictitious name registration could have been registered between February 2015 and present.

Thank you in advance for any assistance locating any records that might match.

Best,

-Wilhelmina Randtke

850-345-6123

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Exhibit L.
Brian McDonald's business card.

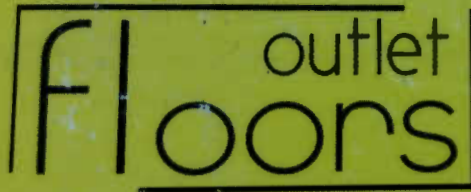
Front:



Back:



Exhibit M.
Josh White's Floors Outlet business card.



Josh White
SALES REPRESENTATIVE



1267 Northside Dr. E
Statesboro, GA 30458



912-225-9911



678-232-3817



jcwhite1103@gmail.com



floorsoutlet.online

Exhibit N.

Floors Outlet website screenshot showing Brian McDonald listed as owner.

GET TO KNOW OUR TEAM:



Brian McDonald

Owner/Manager

Many of you may know Brian as the one and only “Mo” .. Brian is our main man here at Floors Outlet and he is truly one of a kind. Brian makes it impossible for you to leave our store without a smile on your face. He loves meeting and connecting with people and comes up with new ideas every day to make Statesboro a better place. So far, Brian has sponsored drives for Fostering Bulloch to collect donations and raise awareness for the less fortunate children in our area. Another project is in the works to raise funds for the Humane Society of Statesboro, and Brian plans on using his platform here to hold many more drives for charity organizations in our area. Brian is also a firm believer that money spent in Bulloch County should stay in Bulloch County and should not be sent elsewhere leaving our town empty handed. He guarantees that a dollar spent here at Floors Outlet will be a dollar reinvested into the city of Statesboro.



Exhibit O.

Floors Outlet 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. However, this business license shows ownership close in time to when Floors Outlet damaged our house, and shows it is owned in partnership by Brian McDonald, Prince Preston, and Randy Childs.



CITY OF STATESBORO, GA

50 E MAIN ST STATESBORO, GA 30458
PO BOX 348 STATESBORO, GA 30459
912-764-5468

BUSINESS LICENSE CERTIFICATE

Business Name: MOFLO LLC
DBA: FLOORS OUTLET

Business Location: 1267 NORTHSIDE DR E
STATESBORO, GA 30458

Owner: RANDY CHILDS/PRINCE PRESTON/ BRIAN MCD

License Number: BL-002537-2019

Issued Date: 6/1/2022

Expiration Date: 12/31/2022

Mailing Address: 1267 NORTHSIDE DR E

License Type: OCCUPATIONAL TAX CERTIFICATE

Classification: FLOORING CONTRACTORS

Fees Paid: \$ 148.50

City Clerk


This license is not transferable and is subject to be revoked if abused.

TO BE POSTED IN A CONSPICUOUS PLACE

Exhibit P.

Search results showing Floors Outlet did not carry the legally required workers compensation insurance on April 9, 2022 when it made the contract.

Employer	FEIN	Address
State * Georgia	Coverage Date * 04/09/2022	
Employer Name * Floors Outlet	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	

 **No results found**

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'an','or','the' in the "contains" search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.

Address Search Tips

- Confirm the spelling of the Employer Address.
- Suite Numbers may be entered in Address Line 2.
- Address Search accepts partial addresses.

Not able to find the information required? This does not necessarily mean that coverage does not exist. For additional help with verifying workers' compensation coverage in Georgia call our Coverage Verification Unit at **404-656-3692** or **800-743-5456**.


Limitation of Information

Coverage will be represented as of the date entered only. For any other coverage information, please call our Coverage Verification Unit.

Exhibit Q.

Screenshot of search results showing that Mo Flo LLC did not have the legally required workers compensation on April 9, nor May 23-31, 2022.

Employer	FEIN	Address
State * Georgia	Coverage Date * 04/09/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	

 **No results found**

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'an','or','the' in the "contains" search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.

Address Search Tips


- Confirm the spelling of the Employer Address.
- Suite Numbers may be entered in Address Line 2.
- Address Search accepts partial addresses.

Not able to find the information required? This does not necessarily mean that coverage does not exist. For additional help with verifying workers' compensation coverage in Georgia call our Coverage Verification Unit at 404-656-3692 or 800-743-5436.

Limitation of Information

Coverage will be represented as of the date entered only. For any other coverage information, please call our Coverage Verification Unit.

Employer	FEIN	Address
State * Georgia	Coverage Date * 05/23/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	

 **No results found**

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'an'; or, 'the' in the "contains" search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.

Address Search Tips

- Confirm the spelling of the Employer Address.
- Suite Numbers may be entered in Address Line 2.
- Address Search accepts partial addresses.

Not able to find the information required? This does not necessarily mean that coverage does not exist. For additional help with verifying workers' compensation coverage in Georgia call our Coverage Verification Unit at 404-656-3692 or 800-743-5436.

Limitation of Information

Coverage will be represented as of the date entered only. For any other coverage information, please call our Coverage Verification Unit.



Georgia State Board Of Workers Compensation

Employer	FEIN	Address
State * Georgia	Coverage Date * 05/24/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	

No results found

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'an','or','the' in the "contains" search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.

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Limitation of Information

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Employer		FEIN	Address
State *	Georgia	Coverage Date *	05/25/2022
Employer Name *	Mo Flo LLC		
<input type="button" value="SEARCH"/> <input type="button" value="CLEAR"/>		<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	

 **No results found**

Name Search Tips

- Confirm the spelling of the Employer Name.
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Limitation of Information

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Georgia State Board Of Workers Compensation

Employer	FEIN	Address
State * Georgia	Coverage Date * 05/26/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	

No results found

Name Search Tips

- Confirm the spelling of the Employer Name.
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Limitation of Information

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Employer	FEIN	Address
State * Georgia	Coverage Date * 05/27/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	

No results found

Name Search Tips

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Limitation of Information

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Georgia State Board Of Workers Compensation

Employer	FEIN	Address
State * Georgia	Coverage Date * 05/28/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	

No results found

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'an', 'or', 'the' in the 'contains' search only.
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Employer	FEIN	Address
State * Georgia	Coverage Date * 05/31/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	

 **No results found**

Name Search Tips

- Confirm the spelling of the Employer Name.
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Limitation of Information

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Exhibit R.

Open records request to the City of Statesboro showing Floors Outlet did not have the required business license from Jan. 1, 2022 and May 31, 2022 to be able to legally operate the storefront at 1267 Northside Drive East.



Wilhelmina Randtke <randtke@gmail.com>

Open Records

Open Records <openrecordsofficer@statesboroga.gov>
To: Wilhelmina Randtke <randtke@gmail.com>

Wed, Jul 27, 2022 at 2:19 PM

Good afternoon,
All of our licenses expire on the 31st of December each year.

Robin Demshar
City of Statesboro
Records Manager
912-764-0634

On Wed, Jul 27, 2022 at 1:04 PM Wilhelmina Randtke <randtke@gmail.com> wrote:
Robin Demshar,

Thank you so much!

Could you tell me when the previous license expired, and help me to know whether they were operating legally when they signed the contract with me on April 9, 2022?

This is really important, because that is great news for me. If they were operating illegally, then they cannot put a lien on my house. So, if there was no business license on file, then I want to be able to show in court that there was no business license on file.

Best,
-Wilhelmina Randtke
850-345-6123

On Wed, Jul 27, 2022 at 10:37 AM Open Records <openrecordsofficer@statesboroga.gov> wrote:
They did not renew their license until June 1, 2022.

Thank you
Robin Demshar
City of Statesboro
Records Manager
912-764-0634

On Wed, Jul 27, 2022 at 10:30 AM Wilhelmina Randtke <randtke@gmail.com> wrote:
Robin Demshar,

Do you have the license that was on file as of April 9, 2022?

Best,
-Wilhelmina Randtke

On Wed, Jul 27, 2022 at 9:17 AM Open Records <openrecordsofficer@statesboroga.gov> wrote:

Good morning,
I have attached the business license we have on file for Floors Outlet. We do not know anything about "Shannon Warren's Company" If they were subcontracted out, they don't have to have a City of Statesboro business license if they are from out of town.

Thank you
Robin Demshar
City of Statesboro
Records Manager
912-764-0634

On Wed, Jul 27, 2022 at 8:29 AM Wilhelmina Randtke <randtke@gmail.com> wrote:
Robin Demshar,

I attached a signed open records request requesting any business license on file from April 20 June 2022 for "Floors Outlet" or for "Shannon Warren's company".

Best,
-Wilhelmina Randtke
850-345-6123

On Fri, Jun 24, 2022 at 12:42 PM Open Records <openrecordsofficer@statesboroga.gov> wrote:

Good afternoon,
I am just following up to see if you would still like to turn in a records request for a business license for Outlet flooring. If you do not wish to submit a request, you can disregard this email. If you have any questions you are welcome to contact me via email or phone, whichever is easiest for you.

Have a great weekend.

Robin Demshar
City of Statesboro
Records Manager
912-764-0634

On Thu, Jun 23, 2022 at 8:31 AM Open Records <openrecordsofficer@statesboroga.gov> wrote:
Good morning,

Our tax department forwarded an email from you asking for a business license for Floors outlet. I have attached a records request form to this email, if you could fill it out and send it back to me at this email address I will get that processed for you. If you are looking for a business license make sure that you put "a business license for the name of the business", and the year that you are looking for.

I am sorry that I have to ask this of you, but with open records we have to follow a certain process. If you have any questions please don't hesitate to contact me.

Thank you
Robin Demshar
City of Statesboro
Records Manager
912-764-0634

Exhibit S.

Email chain to verify Floors Outlet's insurance. On June 15, 2022, the insurance agent, Sean Davis wrote, "Our insured denies any claimable event or liability and that they could be entering into legal proceedings against you ." Floors Outlet told the insurance company that we did not have any contract, in order to prevent us being able to verify insurance coverage. We requested this in the context of the contractor's right to repair to be able to know how much risk we would take if we followed the right to repair steps to allow us to sue Floors Outlet.



Wilhelmina Randtke <randtke@gmail.com>

Checking on policy number TES4015815 to Floors Outlet: What is current coverage as of June 13, 2022 and coverage as of April 9, 2022?

Sean Davis <Sean.Davis@assuredpartners.com> Wed, Jun 15, 2022 at 6:50 PM
To: Wilhelmina Randtke <randtke@gmail.com>
Cc: April Cowart <April.Cowart@assuredpartners.com>, Edwin Alexander <edwinalexander127@gmail.com>, Nash Davis <Nash.Davis@assuredpartners.com>

In case you do not understand . We will comply with any written request or verifiable request and report any verifiable claim or written claim. We are not bound to give out private information with no proof. Our insured denies any claimable event or liability and that they could be entering into legal proceedings against you . For all I know this is an internet scam or cyber attack against my client . We always comply with Ga insurance code I suggest you do the same I will forward this in writing to your personal address tomorrow so you can verify at least one of us is a real person with good intentions.

Get [Outlook for iOS](#)

From: Wilhelmina Randtke <randtke@gmail.com>
Sent: Wednesday, June 15, 2022 6:31:06 PM
To: Sean Davis <Sean.Davis@Assuredpartners.com>
Cc: April Cowart <April.Cowart@assuredpartners.com>; Edwin Alexander <edwinalexander127@gmail.com>; Nash Davis <Nash.Davis@assuredpartners.com>
Subject: Re: Checking on policy number TES4015815 to Floors Outlet: What is current coverage as of June 13, 2022 and coverage as of April 9, 2022?

Sean,

Could you look below, and verify that that is your license and address?

-Wilhelmina

Individual Consumer Inquiry for the State of Georgia



DAVIS, SEAN P
National Producer Number: 6764321

Business Address	ASSUREDPARTNERS OF GEORGIA, LLC 23452 US HIGHWAY 80 E STATESBORO, GA 30461-0844
Phone	912-489-3716

Licenses

License Type	License Number	Original Issue Date	Status	Effective Date	Expiration Date
Resident Agent	457974	09-09-1993	Active	09-09-1993	10-31-2022
Qualifications (Authorized Lines of Insurance)					
Qualification Type		Original Issue Date	Status	Effective Date	
Agent - Property		09-09-1993	Active	09-09-1993	
Agent - Casualty		09-09-1993	Active	09-09-1993	

Agent - Life	09-09-1993	Active	09-09-1993
Agent - Accident & Sickness	09-09-1993	Active	09-09-1993

Affiliations/Appointments

NAIC 22667	<p>Company Name ACE American Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>12-30-2008</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	12-30-2008	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	12-30-2008							
20702	<p>ACE Fire Underwriters Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>01-15-2009</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	01-15-2009	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	01-15-2009							
20699	<p>ACE Property and Casualty Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>01-15-2009</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	01-15-2009	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	01-15-2009							
33898	<p>Aegis Security Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>12-12-2017</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	12-12-2017	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	12-12-2017							
95094	<p>Aetna Health Inc.</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>02-22-2001</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	02-22-2001	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	02-22-2001							
72052	<p>Aetna Health Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>02-22-2001</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	02-22-2001	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	02-22-2001							
60054	<p>Aetna Life Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>02-22-2001</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	02-22-2001	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	02-22-2001							
20222	<p>All America Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>11-26-2019</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	11-26-2019	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	11-26-2019							
10127	<p>Allied Insurance Company of America</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>01-27-2015</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	01-27-2015	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	01-27-2015							
42579	<p>Allied Property and Casualty Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date				
Appointment Type	Status	Active Date	Termination Date						

	No LOA	Active	01-12-2012	
29688	Allstate Fire and Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-28-2017	
19240	Allstate Indemnity Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-28-2017	
19232	Allstate Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-28-2017	
36455	Allstate Northbrook Indemnity Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-28-2017	
17230	Allstate Property & Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-28-2017	
37907	Allstate Vehicle and Property Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-28-2017	
19100	AMCO Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-12-2012	
12548	American Agri-Business Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	01-31-2014	03-22-2016
20427	American Casualty Company of Reading Pennsylvania			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-12-2020	
19690	American Economy Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	12-01-1998	10-15-2021
24066	American Fire & Casualty Company			

	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>09-27-2008</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	09-27-2008	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	09-27-2008							
60534	American Heritage Life Insurance Company								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	08-26-2020							
31895	American Interstate Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>01-30-2002</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	01-30-2002	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	01-30-2002							
23469	American Modern Home Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>06-09-2020</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	06-09-2020	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	06-09-2020							
19615	American Reliable Insurance Company								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	08-05-2008	07-28-2021						
19992	American Select Insurance Company								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	08-02-2017							
19704	American States Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Inactive</td> <td>12-01-1998</td> <td>10-15-2021</td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Inactive	12-01-1998	10-15-2021
Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	12-01-1998	10-15-2021						
37214	American States Preferred Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Inactive</td> <td>02-12-2004</td> <td>10-18-2016</td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Inactive	02-12-2004	10-18-2016
Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	02-12-2004	10-18-2016						
10872	American Strategic Insurance Corp.								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Inactive</td> <td>04-15-2014</td> <td>01-12-2021</td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Inactive	04-15-2014	01-12-2021
Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	04-15-2014	01-12-2021						
40142	American Zurich Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>12-31-2004</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	12-31-2004	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	12-31-2004							
42390	AmGUARD Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>05-28-2022</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	05-28-2022	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	05-28-2022							
15954	AmTrust Insurance Company								

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-21-2015	
28207	Anthem Insurance Companies, Inc.			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	07-24-2018	
11072	ASI Home Insurance Corp.			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-29-2019	
18988	Auto-Owners Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-28-2002	
61190	Auto-Owners Life Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-28-2002	
15911	Berkley Casualty Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-12-2021	
20044	Berkshire Hathaway Homestate Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
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54801	Blue Cross and Blue Shield of Georgia, Inc.			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	03-02-2017	08-26-2019
96962	Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-02-2017	
10335	Bridgefield Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-07-2002	
16713	Buckeye State Mutual Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	05-24-2013	07-09-2019
11697	Businessfirst Insurance Company			

	Appointments								
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10472	Capitol Indemnity Corporation								
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Appointment Type	Status	Active Date	Termination Date						
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10510	Carolina Casualty Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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20230	Central Mutual Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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25089	Coast National Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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20443	Continental Casualty Company								
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Appointment Type	Status	Active Date	Termination Date						
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18961	Crestbrook Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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10855	Cypress Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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21164	Dairyland Insurance Company								
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42587	Depositors Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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25402	Employers Assurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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11512	Employers Compensation Insurance Company								

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Appointment Type	Status	Active Date	Termination Date						
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21458	Employers Insurance Company of Wausau								
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Appointment Type	Status	Active Date	Termination Date						
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10346	Employers Preferred Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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11252	Encompass Home and Auto Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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10072	Encompass Property & Casualty Company								
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Appointment Type	Status	Active Date	Termination Date						
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Appointment Type	Status	Active Date	Termination Date						
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40169	Farmers Casualty Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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26298	Farmers Property and Casualty Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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41483	Farmington Casualty Company								

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10178	FCCI Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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24724	First National Insurance Company of America								
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Appointment Type	Status	Active Date	Termination Date						
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10859	First Nonprofit Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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11185	Foremost Insurance Company Grand Rapids, Michigan								
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Appointment Type	Status	Active Date	Termination Date						
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11800	Foremost Property and Casualty Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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41513	Foremost Signature Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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24732	General Insurance Company of America								
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Appointment Type	Status	Active Date	Termination Date						
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25984	Graphic Arts Mutual Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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97217	Greater Georgia Life Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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23582	Harleysville Insurance Company								

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Appointment Type	Status	Active Date	Termination Date						
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35696	Harleysville Preferred Insurance Company								
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26182	Harleysville Worcester Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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70815	Hartford Life & Accident Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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14407	Heritage Property & Casualty Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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26638	Home-Owners Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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17221	Homesite Insurance Company								
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Appointment Type	Status	Active Date	Termination Date						
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43575	Indemnity Insurance Company of North America								
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Appointment Type	Status	Active Date	Termination Date						
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27847	Insurance Company of The West								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>11-19-2018</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	11-19-2018	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	11-19-2018							
42404	Liberty Insurance Corporation								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>10-06-2015</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	10-06-2015	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	10-06-2015							
23035	Liberty Mutual Fire Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>06-22-2015</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	06-22-2015	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	06-22-2015							
23043	Liberty Mutual Insurance Company								

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-06-2015	
33600	LM Insurance Corporation			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-06-2015	
29939	Main Street America Assurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-17-2012	
13026	Main Street America Protection Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-25-2017	
38970	Markel Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-23-2009	
39950	Metropolitan General Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	11-25-2015	12-30-2021
27138	Midvale Indemnity Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-26-2020	
32506	Monroe Guaranty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-12-2017	
82538	National Health Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	12-01-2021	
12114	National Security Fire and Casualty Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-16-2018	
15474	National Summit Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	05-27-2008	05-10-2016
20141	National Trust Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-12-2017	
26093	Nationwide Affinity Insurance Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-14-2022	
28223	Nationwide Agribusiness Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-31-2013	
10723	Nationwide Assurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-27-2020	
23760	Nationwide General Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-10-2018	
25453	Nationwide Insurance Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-27-2020	
10948	Nationwide Insurance Company of Florida			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-14-2022	
23787	Nationwide Mutual Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-20-2013	
37877	Nationwide Property and Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-27-2020	
14788	NGM Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-17-2012	
31470	NorGuard Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-28-2022	
24104	Ohio Farmers Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-15-2021	
24082	Ohio Security Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-27-2008	
40231	Old Dominion Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-17-2012	
17558	Old Guard Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	11-11-2020	
32700	Owners Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-28-2002	
22748	Pacific Employers Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-18-2015	
67466	Pacific Life Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-26-2021	
23442	Patriot General Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-05-2017	
18139	Peak Property and Casualty Insurance Corporation			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-05-2017	
18333	Peerless Indemnity Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	09-27-2008	10-18-2016
24198	Peerless Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-27-2008	
18058	Philadelphia Indemnity Insurance Company			

	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>10-09-2013</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	10-09-2013	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	10-09-2013							
18619	Platte River Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Inactive</td> <td>06-11-2012</td> <td>06-01-2018</td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Inactive	06-11-2012	06-01-2018
Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	06-11-2012	06-01-2018						
71161	Principal National Life Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>01-20-2021</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	01-20-2021	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	01-20-2021							
24252	Progressive American Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Inactive</td> <td>05-23-2000</td> <td>11-21-2016</td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Inactive	05-23-2000	11-21-2016
Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	05-23-2000	11-21-2016						
17350	Progressive Bayside Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>05-31-2017</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	05-31-2017	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	05-31-2017							
42994	Progressive Classic Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>05-23-2000</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	05-23-2000	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	05-23-2000							
12302	Progressive Freedom Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>03-01-2021</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	03-01-2021	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	03-01-2021							
35190	Progressive Mountain Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>09-06-2006</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	09-06-2006	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	09-06-2006							
37834	Progressive Preferred Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Inactive</td> <td>05-31-2017</td> <td>12-07-2021</td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Inactive	05-31-2017	12-07-2021
Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	05-31-2017	12-07-2021						
32905	Property-Owners Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>08-13-2012</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	08-13-2012	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	08-13-2012							
12475	Republic-Franklin Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>04-10-2013</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	04-10-2013	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	04-10-2013							
13056	RLI Insurance Company								

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-21-2001	
12491	Rochdale Insurance Company of New York, New York			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	10-21-2015	11-11-2020
24740	Safeco Insurance Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	07-10-1998	
39012	Safeco Insurance Company of Illinois			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	07-10-1998	05-27-2022
11215	Safeco Insurance Company of Indiana			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-31-2022	
11071	Safeco Insurance Company of Oregon			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	02-16-2021	05-27-2022
24759	Safeco National Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	01-25-2021	05-27-2022
19879	Security National Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-21-2015	
22985	Sequoia Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-13-2019	
37141	Southern General Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-21-2004	
69019	Standard Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-12-2018	
40045	StarNet Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-12-2021	
25135	State Automobile Mutual Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-11-2021	
42376	Technology Insurance Company, Inc.			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-21-2015	
69396	Texas Life Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	03-21-2018	01-11-2019
19062	The Automobile Insurance Company of Hartford, Connecticut			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-21-2011	
25615	The Charter Oak Fire Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-26-2010	
28665	The Cincinnati Casualty Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-26-2021	
23280	The Cincinnati Indemnity Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-26-2021	
10677	The Cincinnati Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-26-2021	
35289	The Continental Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-12-2020	
33588	The First Liberty Insurance Corporation			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-06-2015	
65676	The Lincoln National Life Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	06-17-2021	02-22-2022
23515	The Midwestern Indemnity Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-27-2008	
24171	The Netherlands Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-27-2008	
24074	The Ohio Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-27-2008	
25623	The Phoenix Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-26-2010	
27998	The Travelers Home and Marine Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-21-2011	
25658	The Travelers Indemnity Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-19-2018	
25666	The Travelers Indemnity Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-26-2010	
25682	The Travelers Indemnity Company of Connecticut			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-26-2010	
13242	Titan Indemnity Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	05-13-2016	04-03-2017
44300	Tower Insurance Company of New York			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	11-20-2013	09-02-2016
43702	Tower National Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	11-20-2013	09-02-2016
86231	Transamerica Life Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-02-2021	
19038	Travelers Casualty and Surety Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-26-2010	
31194	Travelers Casualty and Surety Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-24-2011	
19046	Travelers Casualty Insurance Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-26-2010	
38130	Travelers Personal Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-14-2019	
25674	Travelers Property Casualty Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-26-2010	
36161	Travelers Property Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-13-2014	
21113	United States Fire Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-18-2016	
10861	Universal Property & Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-21-2013	
25976	Utica Mutual Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-10-2013	
10687	Utica National Assurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-10-2013	
13998	Utica National Insurance Company of Ohio			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-28-2017	
43478	Utica National Insurance Company of Texas			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-10-2013	
42889	Victoria Fire and Casualty Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	05-13-2016	11-10-2016
10105	Victoria Select Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	05-13-2016	04-03-2017
10777	Victoria Specialty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	05-13-2016	04-03-2017
25011	Wesco Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-21-2015	
44393	West American Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-27-2008	
10030	Westchester Fire Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-29-2015	
13188	Western Surety Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-17-1998	
16447	Westfield Champion Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	11-11-2020	
24112	Westfield Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-02-2017	
24120	Westfield National Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-02-2017	
16450	Westfield Premier Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	11-11-2020	
16449	Westfield Superior Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	11-11-2020	
16448	Westfield Touchstone Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	11-11-2020	

CE Compliance Summary		CE Review Date: 10-31-2022
Type of CE	Satisfied?	
Resident Agent	No	

On Wed, Jun 15, 2022 at 6:21 PM Sean Davis <Sean.Davis@assuredpartners.com> wrote:

You can forward to contractor

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From: Wilhelmina Randtke <randtke@gmail.com>
Sent: Wednesday, June 15, 2022 6:19:47 PM
To: Sean Davis <Sean.Davis@Assuredpartners.com>
Cc: April Cowart <April.Cowart@assuredpartners.com>; Edwin Alexander <edwinalexander127@gmail.com>; Nash Davis <Nash.Davis@assuredpartners.com>
Subject: Re: Checking on policy number TES4015815 to Floors Outlet: What is current coverage as of June 13, 2022 and coverage as of April 9, 2022?

Sean,

Please give me your address for the certified letter.

-Wilhelmina

On Wed, Jun 15, 2022 at 6:11 PM Sean Davis <Sean.Davis@assuredpartners.com> wrote:

THIS CONVERSATION IS OVER !

If you wish to come by our office and submit a claim in writing that is fine, we will turn it in to the carrier . Besides that Your legal counsel should understand procedure from this point forward. And from this point forward all correspondence at the agency level will need to come through me and me only .

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From: Wilhelmina Randtke <randtke@gmail.com>

Sent: Wednesday, June 15, 2022 5:47:17 PM

To: April Cowart <April.Cowart@assuredpartners.com>

Cc: Edwin Alexander <edwinalexander127@gmail.com>; Nash Davis <Nash.Davis@assuredpartners.com>; Sean Davis <Sean.Davis@Assuredpartners.com>

Subject: Re: Checking on policy number TES4015815 to Floors Outlet: What is current coverage as of June 13, 2022 and coverage as of April 9, 2022?

I want you to comply with this <https://law.justia.com/codes/georgia/2020/title-33/chapter-3/section-33-3-28/>

-Wilhelmina

On Wed, Jun 15, 2022, 4:51 PM Wilhelmina Randtke <randtke@gmail.com> wrote:

April,

I have asked for a confirmation of insurance coverage.

At this time, my understanding is that Floors Outlet can put a lien on my house because they have a statement saying that I owe money. Meanwhile, Floors Outlet did not provide the install and damaged many other things. Before I proceed with trying to have repairs done, my understanding is that I may be required to give Floors Outlet 30 days to fix what they broke and to provide the installation. That involves them coming back in the house and doing additional damage. Because of the signed contract, I still have this relationship where I may be forced to have them working in my house.

That is why I am requesting the confirmation of insurance coverage. Because I am not free of them, and I want to know what I am gambling.

Will you provide the confirmation of coverage?

Best,

-Wilhelmina

On Wed, Jun 15, 2022 at 4:33 PM April Cowart <April.Cowart@assuredpartners.com> wrote:

Dear Ms. Randtke:

Per our telephone conversation and your email, thank you for bringing this situation to our attention. We have spoken with our insured, Floor Outlet. Floor Outlet has advised us not to file a claim.

I realize this is a difficult situation. You may want to file a claim under your homeowners insurance. If you should need anything further please contact Floors Outlet.

Thank you.



April Cowart, CISR

Claims Manager

d: 9126234047

From: Wilhelmina Randtke <randtke@gmail.com>
Sent: Monday, June 13, 2022 4:19 PM
To: April Cowart <April.Cowart@assuredpartners.com>
Cc: Edwin Alexander <edwinalexander127@gmail.com>
Subject: Checking on policy number TES4015815 to Floors Outlet: What is current coverage as of June 13, 2022 and coverage as of April 9, 2022?

April Cowart,

I want to verify insurance coverage information for Floors Outlet insured under policy no. TES4015815. Attached is a contract showing that they contracted to install flooring in my house with employees or subcontractors in my house.

When I made this contract, Brian McDonald of Floors Outlet said he was licensed and insured as a general contractor, and I was able to verify license no. RLCO001318 with the state.

Floors Outlet subcontracted the job to "Shannon Warren's company". Shannon Warren subcontracted the work to two subcontractors, Caleb Warren and Jose's Flooring. Caleb Warren installed the tile badly, to where the edges of tile do not lie flat and so the floor is uneven, edges are broken rather than cut into shape, and they cracked and broke tiles then installed the cracked pieces together next to one another to make a square. They also broke holes in the dry wall that are fairly big, like needing a drywall patch then painting and not just spackling, and ripped off pieces of the kitchen cabinets. Floors Outlet also paid the subcontractor before the work was complete, and the subcontractor abandoned grouting and quarterround install. Meanwhile, Floors Outlet has the supplies, like spare tile and grout, and I am in limbo trying to keep the floor clear. When I had approached Floors Outlet about the problems, Brian McDonald told me that the plan was to have Shannon Warren's company do a tear out, and then to have another subcontractor install tile correctly. He told me and my husband (Edwin Alexander, cc'ed) this on June 1, 2, and 4.

On June 4 and 6, I requested from Floors Outlet the general contractor insurance information, since a tear out of tile on a concrete slab can cause structural damage, and because of the amount of damage to the walls and kitchen cabinets that was done by the installers. Floors Outlet has still never given me insurance information. I found your information by searching the Georgia Workers Compensation coverage information at <https://www.ewccv.com/cvs/search?ref=https://sbwc.georgia.gov/> and phone called the insurance

company, which referred me to you as the agent.

I have requested from the state of Georgia whether Floors Outlet is a dba under general contractor license no. RLCO001318. I am pretty sure they are not, and instead they currently occupy the street address where that contractor used to be registered.

On June 4, Brian McDonald told me that Floors Outlet would come out of pocket for the tear out and install, instead of making an insurance claim because they did not want rates to go up. On June 6, I emailed and repeated the request for an insurance claim. On June 6 at noon, I met with Brian McDonald, Prince Preston who has consistently been referred to as Brian's business partner, and "Shannon Warren". I showed the bad install and extra damage and said that I needed to verify insurance coverage before they fix the floor, and that that is because of the amount of damage that they can do to other things. Prince Preston told me they are not licensed as a general contractor. Prince Preston asked me what check he had to write for me to go away, I asked for insurance information again, then Prince Preston said he didn't have to show me insurance information and he would not fix nor complete the install. The three men surrounded me and ordered me to get a checkbook and write the check. I had removed all valuables from the house before meeting them, and I told them this, and they didn't search the house. Prince Preston said he would sue me for the balance of the money and would not do any additional work to complete or fix the install.

I paid half up front. Now, I need the other half to find a contractor to assess the work and see whether it is salvageable versus a tear out and proceed accordingly, and to fix dry wall holes. The half I didn't pay is due 2 days after installation is complete, and they have told me that they will not complete the installation (grout and quarterround are not completed, and because of no grout I can't move items or furniture in or else I have to be ready to move them out on short notice and without grout tile edges can chip so I can't move around much in there in case of damaging things).

I am worried they will say the installation is complete and then put a lien on the house. If they were operating illegally, such as not having appropriate workers compensation, that helps me to oppose a lien.

I want to check whether Floors Outlet was insured to do flooring installation as of the date of the contract. If they are operating illegally, then that can help me to challenge their ability to put the lien on. I want to know whether their workers compensation coverage covered construction work or installation as of the date of the contract (April 9, 2022) versus just office work.

I also want to know what coverage there is for damaging things while they are in the house, and to check whether that applies to their subcontractors. Floors Outlet has told me they will not deliver a completed installation, but before I hire someone else, in order to get out of the contract, I may have to give them the chance to complete the install with a formal notice and letting them in. Before, they told me they were a general contractor, and if I have them back now that I know that they aren't, then I am worried that I have accepted lack of licensing and lack of insurance coverage. I want to know what I risk losing if they break other things or do structural damage or get injured or hurt me.

Thank you for any assistance showing coverage.

-Wilhelmina Randtke

----- Forwarded message -----

From: **Edwin Alexander** <edwinalexander127@gmail.com>
Date: Mon, Apr 11, 2022 at 1:26 PM
Subject: Floors Outlets Docs Scanned 4/11/22
To: Wilhelmina Randtke <randtke@gmail.com>

Hi Willa,

I did not send 6 with this email.

If you want, I can send it encrypted.

Edwin

Exhibit T.

Screenshot of FAQ from Happy Floors tile website stating, "Happy Floors does not sell direct to the public. However, our products can be purchased at any of our nationwide dealers."

No, Happy Floors does not carry any products that contain lead.

Samples & Purchasing

Where can I purchase Happy Floors products?

Happy Floors products can be purchased at any of our nationwide dealers. To find a showroom near you, visit our [Dealer Locator](#).

Can I purchase directly from Happy Floors?

Happy Floors does not sell direct to the public. However, our products can be purchased at any of our nationwide dealers. To find a showroom near you, visit our [Dealer Locator](#).

How do I become a Happy Floors dealer?

To sell Happy Floors product, fill out our [Become a Dealer form](#).

Can I order a sample from Happy Floors?

Samples can be requested through any of our nationwide dealers. To find a showroom near you, visit our [Dealer form](#).

How long will it take to receive my sample?

Samples are shipped within 72 hours of the request being placed. Shipping

Exhibit U

Photos of damage and unworkmanlike install.

Tiles installed broken.	2
Lippage	5
Jagged edges.	23
Tile installed over paper backing from vinyl floor	36
Misalignment.	37
Tiles installed chipped.	39
Grout color varies.	40
Grout holes.	41
Broken kitchen cabinets	46
Wall hole	49
Thinset on brick porch	50
Grout on walls.	61
Grout cured on top of tiles.	69
Grout and thinset on sofas.	74
Flooring materials dumped in refrigerator ice tray.	75

Tiles installed broken.

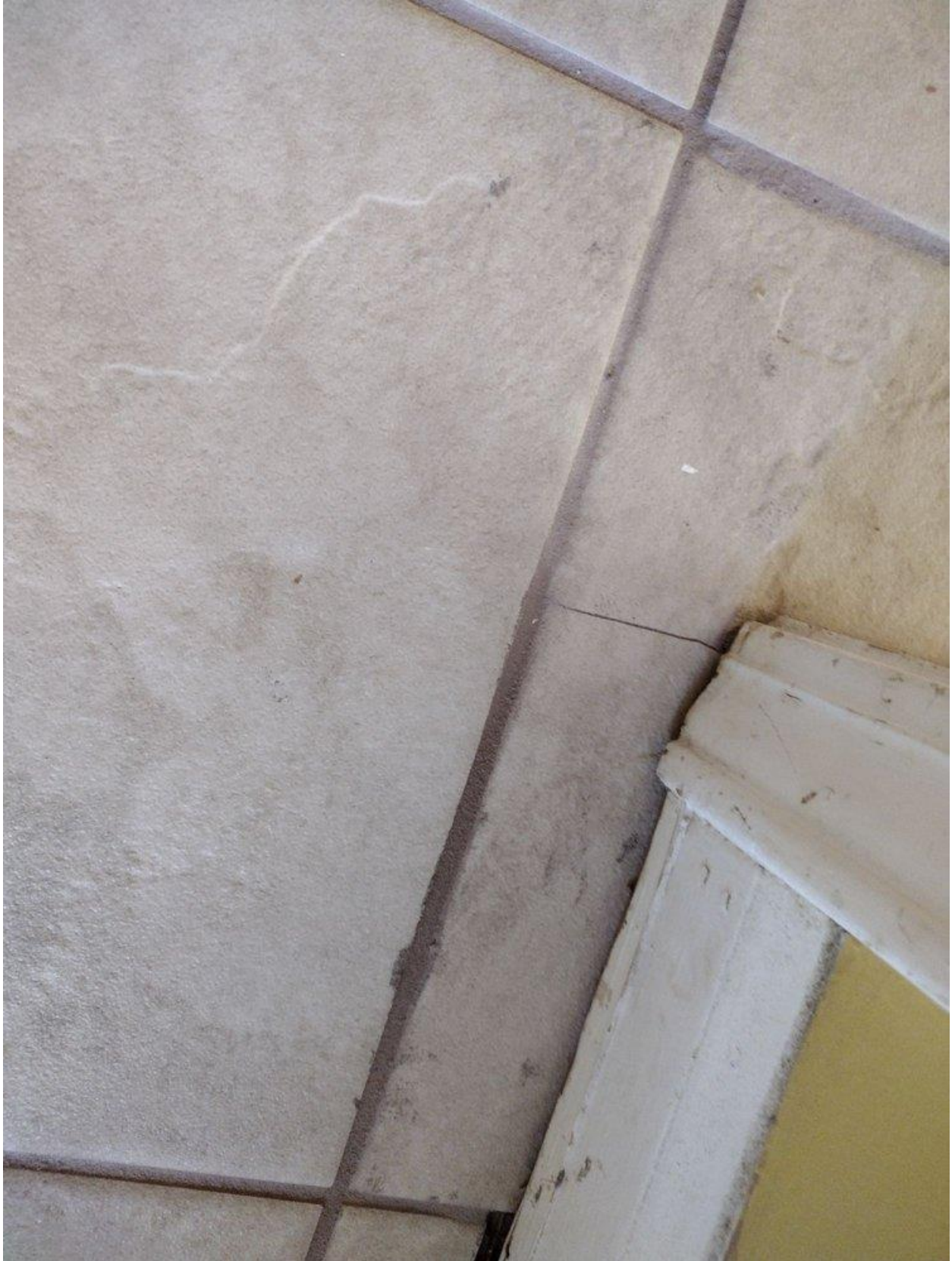
Tiles broken, then broken pieces installed next to one another to make a square



Tiles installed broken, Photo 1.



Tiles installed broken, Photo 2.



Tiles installed broken, Photo 3.

Lippage



Lippage, Photo 1.



Lippage, Photo 2.



Lippage, Photo 3.



Lippage, Photo 4.



Lippage, Photo 5.



Lippage, Photo 6.



Lippage, Photo 7.



Lippage, Photo 8.



Lippage, Photo 9.



Lippage, Photo 10.



Lippage, Photo 5.



Lippage, Photo 6.

Lippage prevents quarterround from laying properly. Quarterround is flat to the wall, but not to the floor.



Lippage, Photo 7.



Lippage, Photo 8.



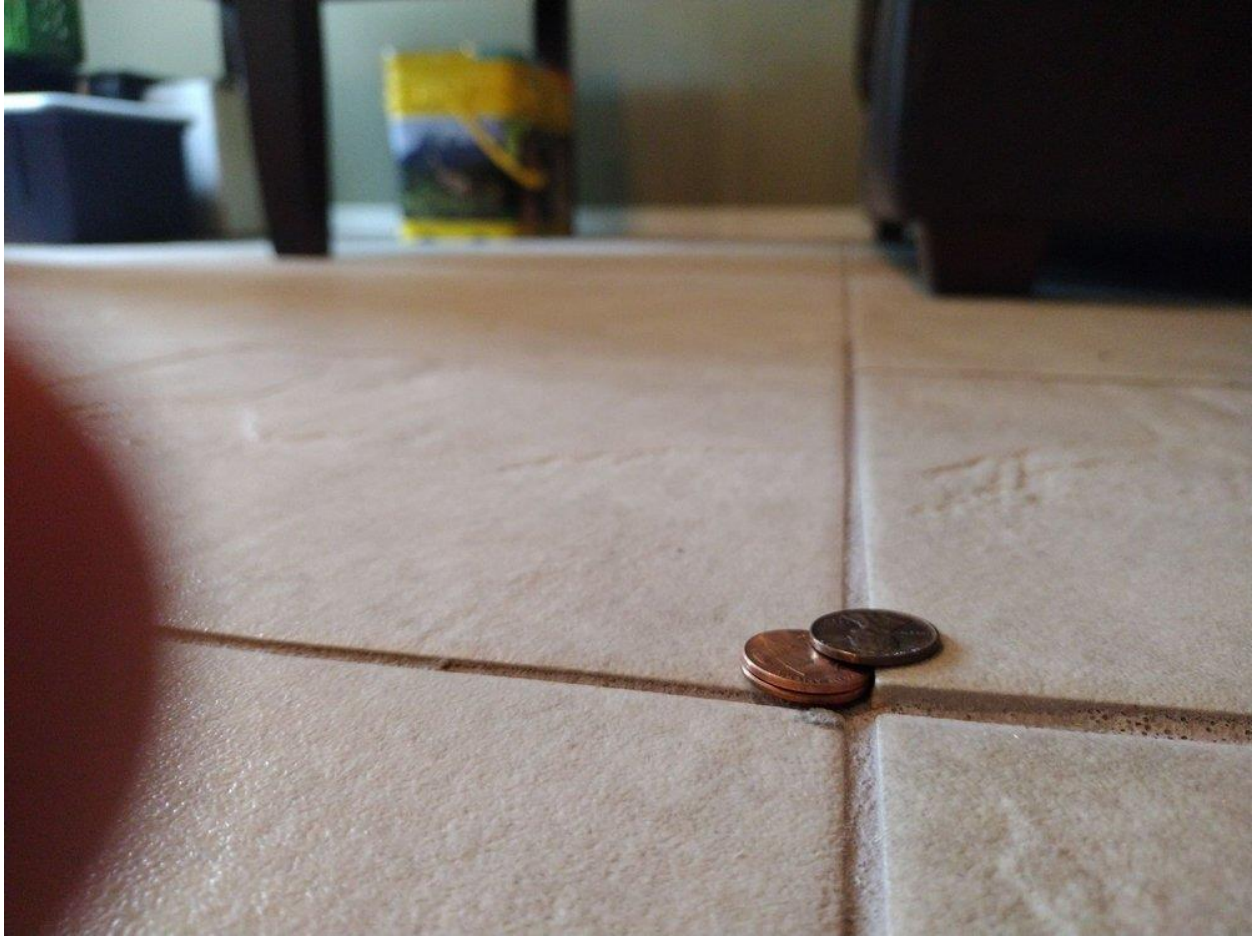
Lippage, Photo 9.



Lippage, Photo 10.



Lippage, Photo 11.



Lippage, Photo 12.

Jagged edges.

Tiles improperly cut, resulting in jagged edges.



Jagged edges, Photo 1.

Jagged edge of tile peeking out from under quarterround. Holes in grout. Jagged edges is every tile along walls and holes stick out from under the quarterround in several places.



Jagged edges, Photo 2.

Jagged edges of tile peeking out from under quarterround. Jagged edges is every tile along walls and holes stick out from under the quarterround in several places.



Jagged edges, Photo 3.

Keys inserted into the hole from photo 2.



Jagged Edges, Photo 4.

Broken tile edges. Thinset smeared on the wall. (Photo taken before quarterround install and is representative of how all cuts/breaks were made in tile.)



Jagged Edges, Photo 5.
Finished threshold showing broken rather than cut tile edges.



Jagged Edges, Photo 6.
Finished threshold showing jagged edge of tile.



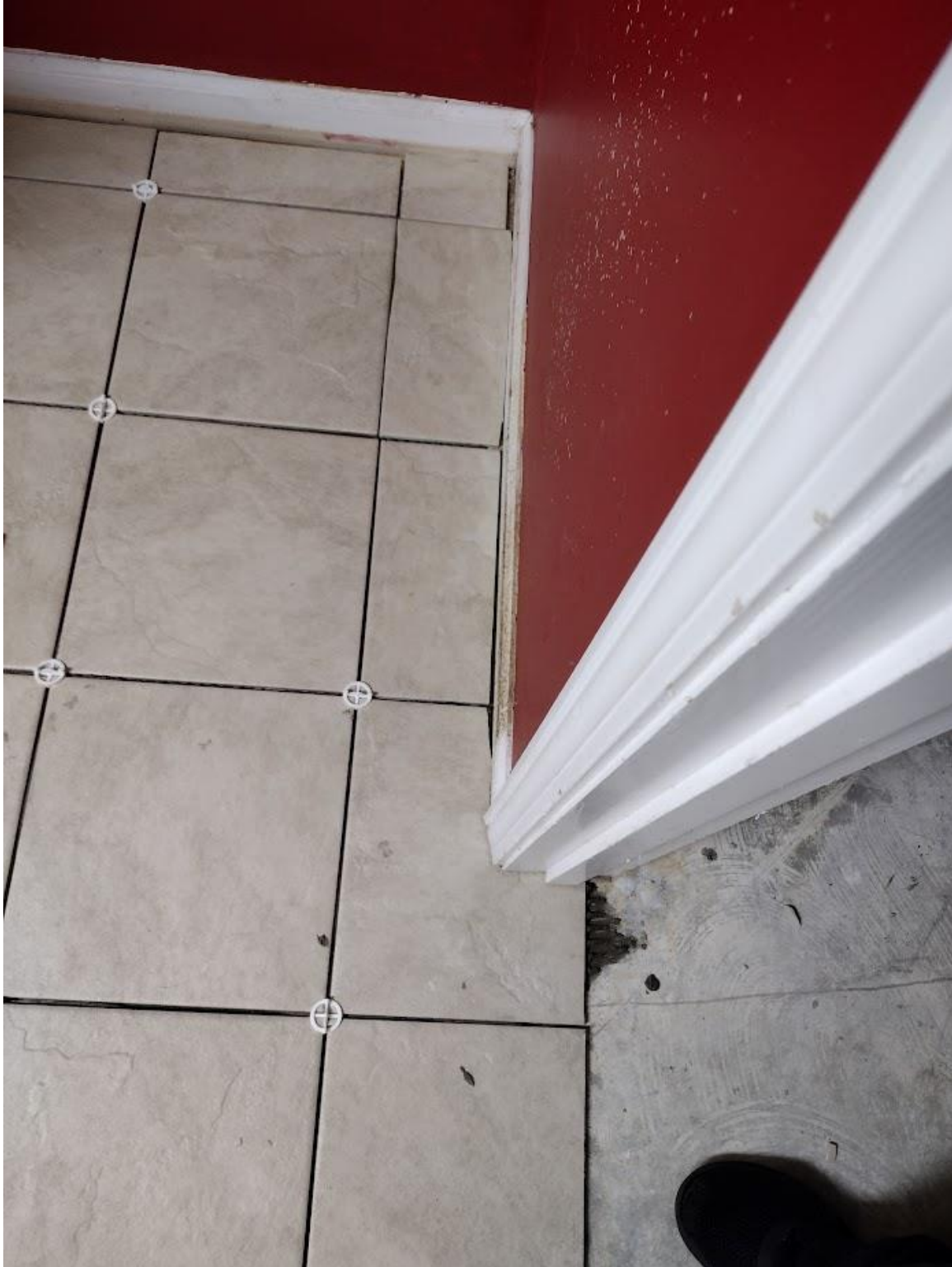
Jagged edges, Photo 7.

This is a finished threshold to a closet. I held the carpet up to take this picture. When the carpet in the closet lies flat, the edge of the carpet covers the tile edge and grout and the carpet makes a straight line, but the carpet is not attached and can be pulled back to show the finished tile threshold and the carpet does not lie flat due to being placed over the uneven tile to hide the tile.



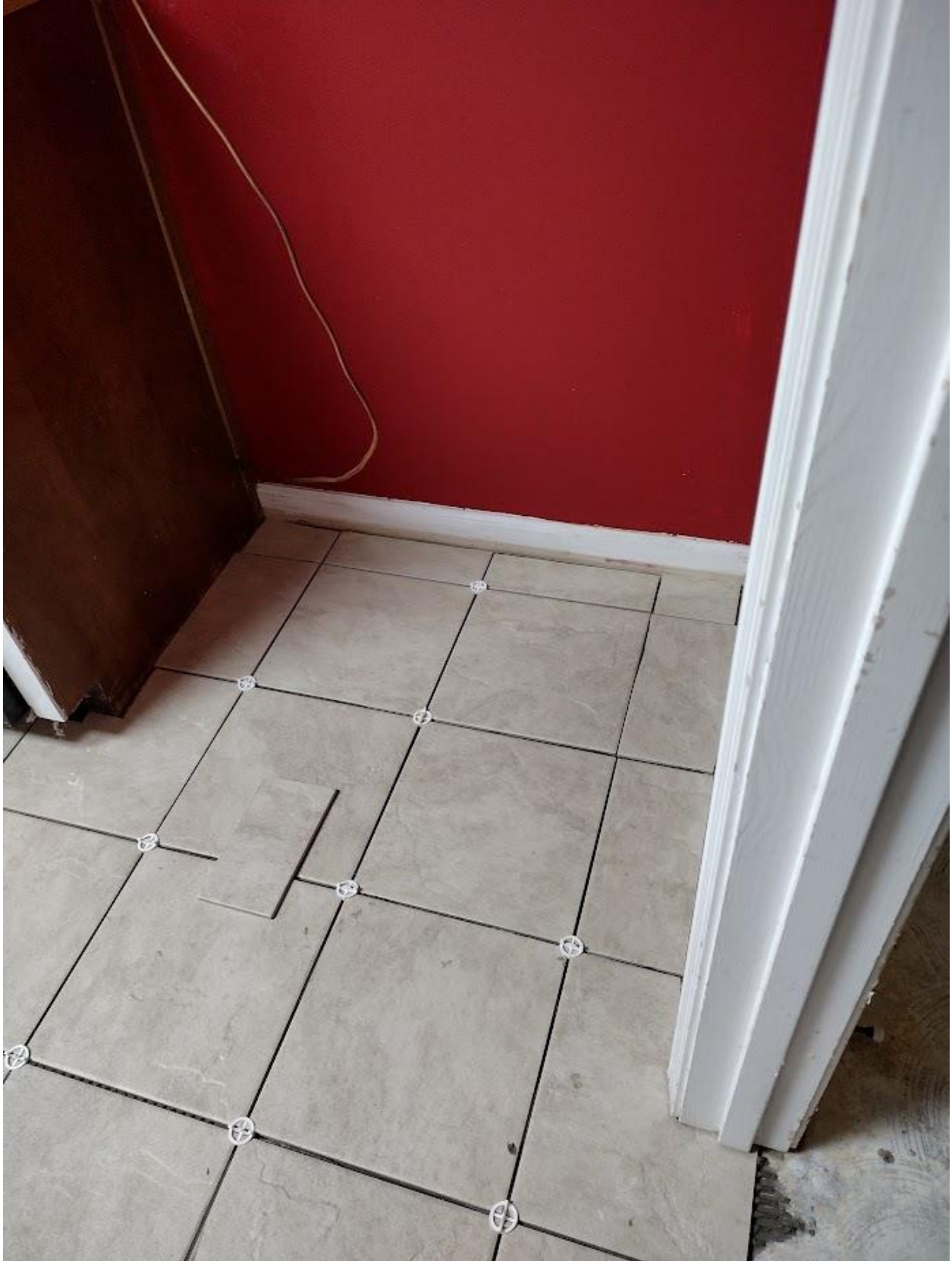
Jagged edges, Photo 8.

This is during installation and shows the jagged edges. (Photo taken during installation.)



Jagged edges, Photo 9.

This is during installation and shows the jagged edges. In this area tiles are not evenly spaced due to broken tiles being a little too thick to fit. The installer did not use spacers in order to be able to fit a jagged tile that was too wide.



Jagged edges, Photo 10. (Photo taken during installation.)



Jagged edges, Photo 11.



Jagged edges, Photo 12.



Jagged edges, Photo 13.

This is a finished threshold. Throughout the house, the tile is misaligned to walls by $\frac{1}{4}$ inch per 3 foot run. In the room with a fireplace, the installer tried to correct the alignment and the tile in that room is misaligned to walls by $\frac{1}{4}$ inch per 6 foot run. This is the finished threshold to that room.

Tile installed over paper backing from vinyl floor



Tile installed over paper, Photo 1.

Tiles installed over paper backing from a vinyl floor.

Misalignment.

Tile misaligned to walls by a $\frac{1}{4}$ inch misalignment per 3 foot run



Misalignment, Photo 1.

Tile misalignment along the front of the dishwasher. (Dishwasher and kitchen cabinets are plumb to walls.)



Misalignment, Photo 2.

Tile throughout the most of the house is consistently misaligned to walls by $\frac{1}{4}$ inch per 3 ft run. (Installer bent the tile lines in the room with a fireplace to be misaligned by $\frac{1}{8}$ inch per 3ft run, and for that room one door matches up with the tile grid for the rest of the house and the other does not.)

Tiles installed chipped.

Tiles chipped, then installed chipped



Tile installed chipped, Photo 1.

Grout color varies.

Wildly inconsistent grout color
This is all over the house, in every room.



Grout color varies, Photo 1.

Grout holes.

Holes in grout. Grout was never finished.

There are large numerous holes in the grout. The only room without holes is the downstairs bedroom. All other rooms have holes to the point where I can't move furniture in. Floors Outlet kept extra supplies like grout and spare tiles.



Grout holes, Photo 1.



Grout holes, Photo 2.



Grout holes, Photo 3.



Grout holes, Photo 4.



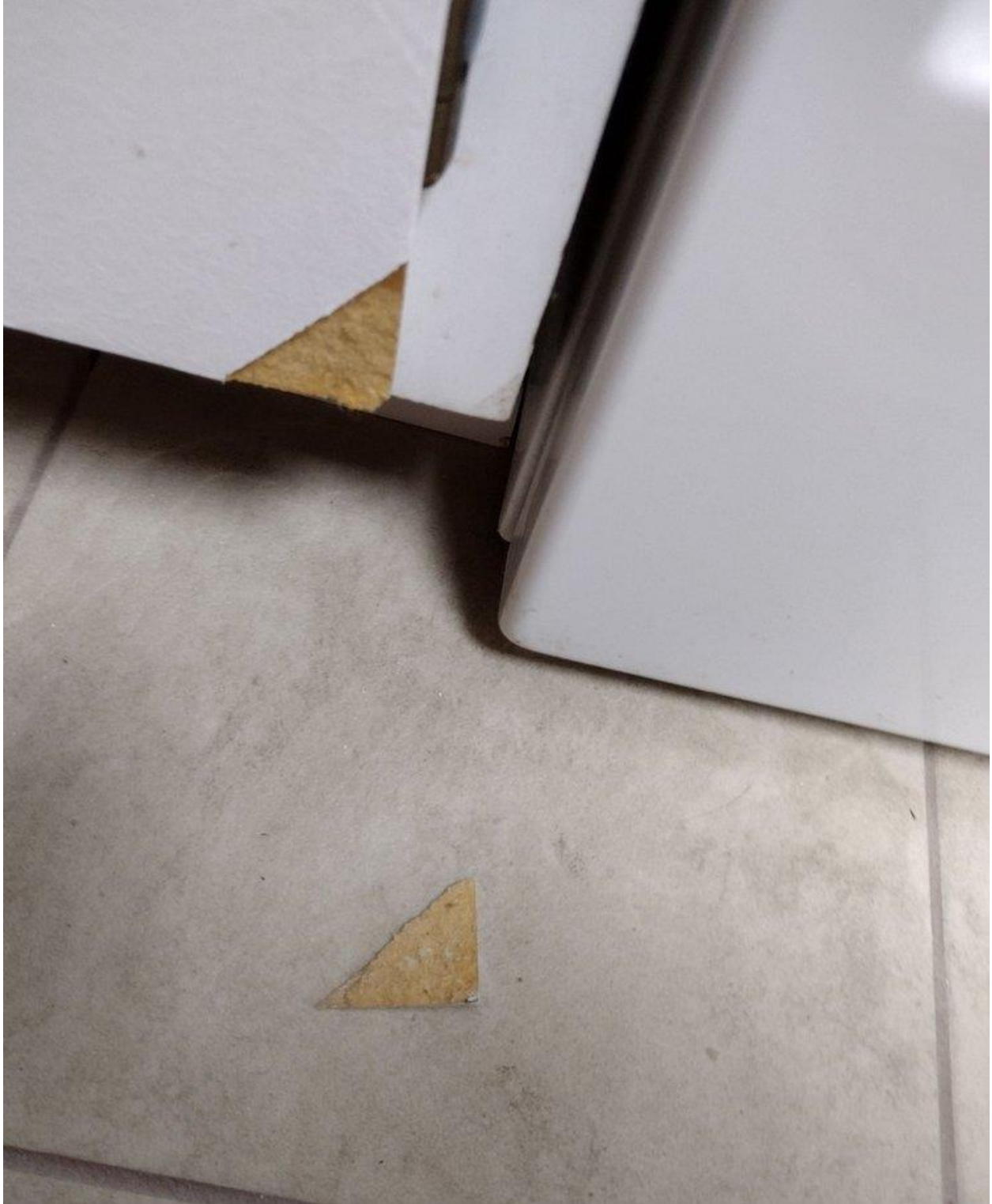
Grout holes, Photo 5.

Grout smeared on the baseboards and walls, but not applied between tiles (holes in grout and long missing strips of grout).

Broken kitchen cabinets



Broken kitchen cabinet, Photo 1.



Broken kitchen cabinet, Photo 2.

The installers ripped a piece off the kitchen cabinet during flooring removal. I noticed the piece missing that evening, and swept the kitchen and went through sweepings and found it. This is me photoing after the install and right before I started the kitchen cabinet repair.



Broken kitchen cabinet, Photo 3.

I glued and clamped the kitchen cabinet chunk. I do not have matching paint. This needs a paint match and repainting.

Wall hole



Wall hole, Photo 1.

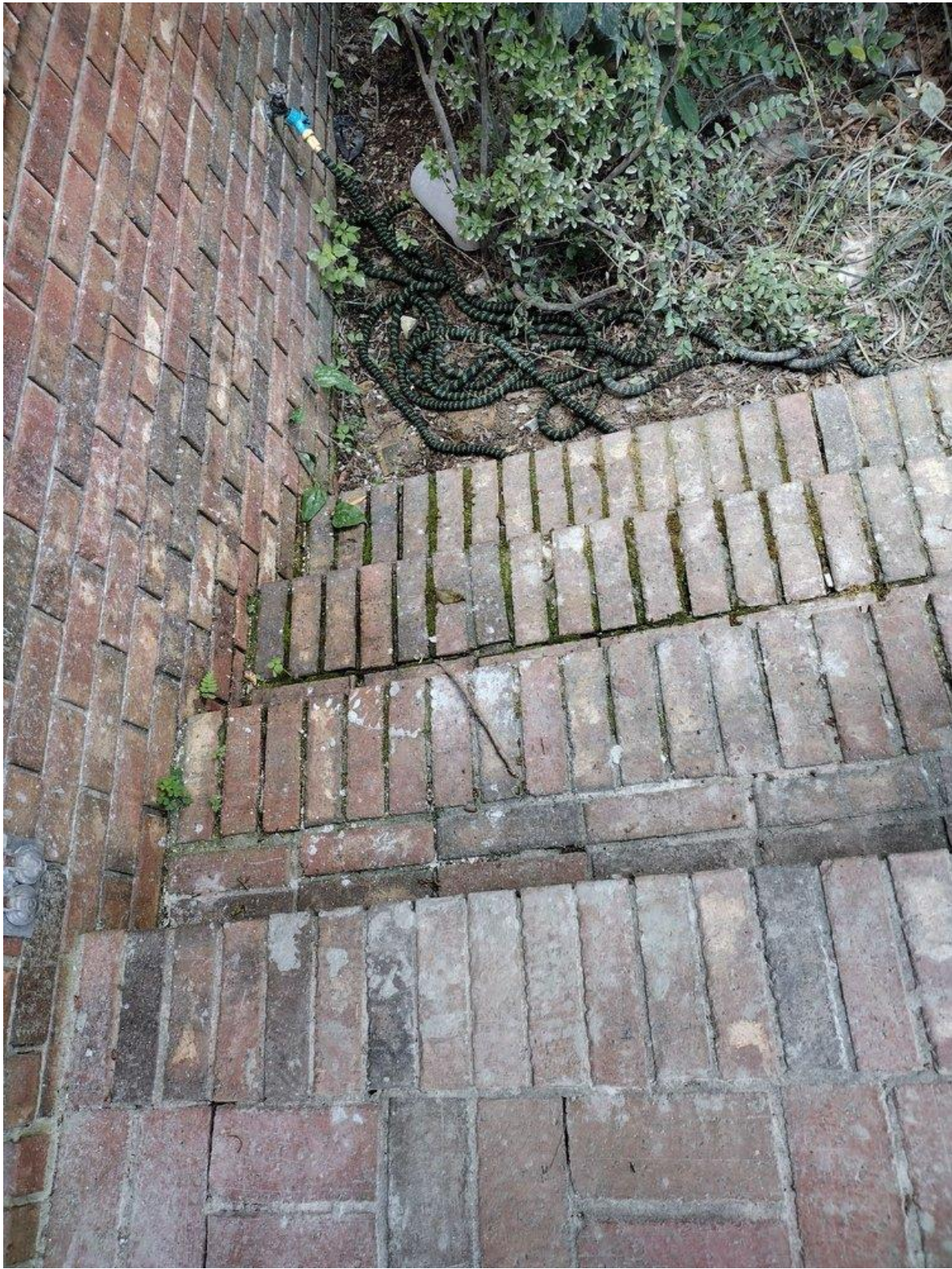
When they rehung the doors, they did not put back the hinge door stops. On Friday, they rehung this door and put the doorknob through the wall. Needs drywall patch and paint match.

Thinset on brick porch



Thinset on brick porch, Photo 1.

Before May 27, they mixed all the thinset in the livingroom. The thinset on the porch was done May 27.



Thinset on brick porch, Photo 2.
Thinset smeared on the brick porch.



Thinset on brick porch, Photo 3.
Big globs of thinset on the porch.



Thinset on brick porch, Photo 4.

The right side is where the outlet and spigot are and has a noticeable amount of white and grey thinset dribbled on the porch.



Thinset on brick porch, Photo 5.

The right side is where the outlet and spigot are and has a noticeable amount of white and grey thinset dribbled on the porch.



Thinset on brick porch, Photo 6.



Thinset on brick porch, Photo 7.
Thinset splattered onto brick siding.



Thinset on brick porch, Photo 8.
Thinset splattered onto brick siding.



Thinset on brick porch, Photo 9.



Thinset on brick porch, Photo 10.



Thinset on brick porch, Photo 11.

Grout on walls.

Grout smeared on walls.



Grout on walls, Photo 1.

Grout and thinset smeared on walls and trim and pieces broken off the trim.



Grout on Walls, Photo 2.
Chunk take out of door trim.



Grout on walls, Photo 3.

Grout smeared on the closet doors. Grout cured on top of tiles for a permanently dirty look.



Grout on walls, Photo 4.
Grout and thinset smeared on the doors.



Grout on walls, Photo 5.

Grout caked on the baseboards. The quarterround installer said that he was not able to fully install quarterround because of the amount of thinset and grout caked onto the baseboards and said that he wasn't being paid to clean. (Floors Outlet subcontracted quarterround install to "Shannon Warren's company" which then subcontracted it to Jose's Flooring.)



Grout on walls, Photo 6.
Grout and thinset smeared on walls and baseboards.



Grout on walls, Photo 7.
Grout handprints on the walls.

Grout cured on top of tiles.

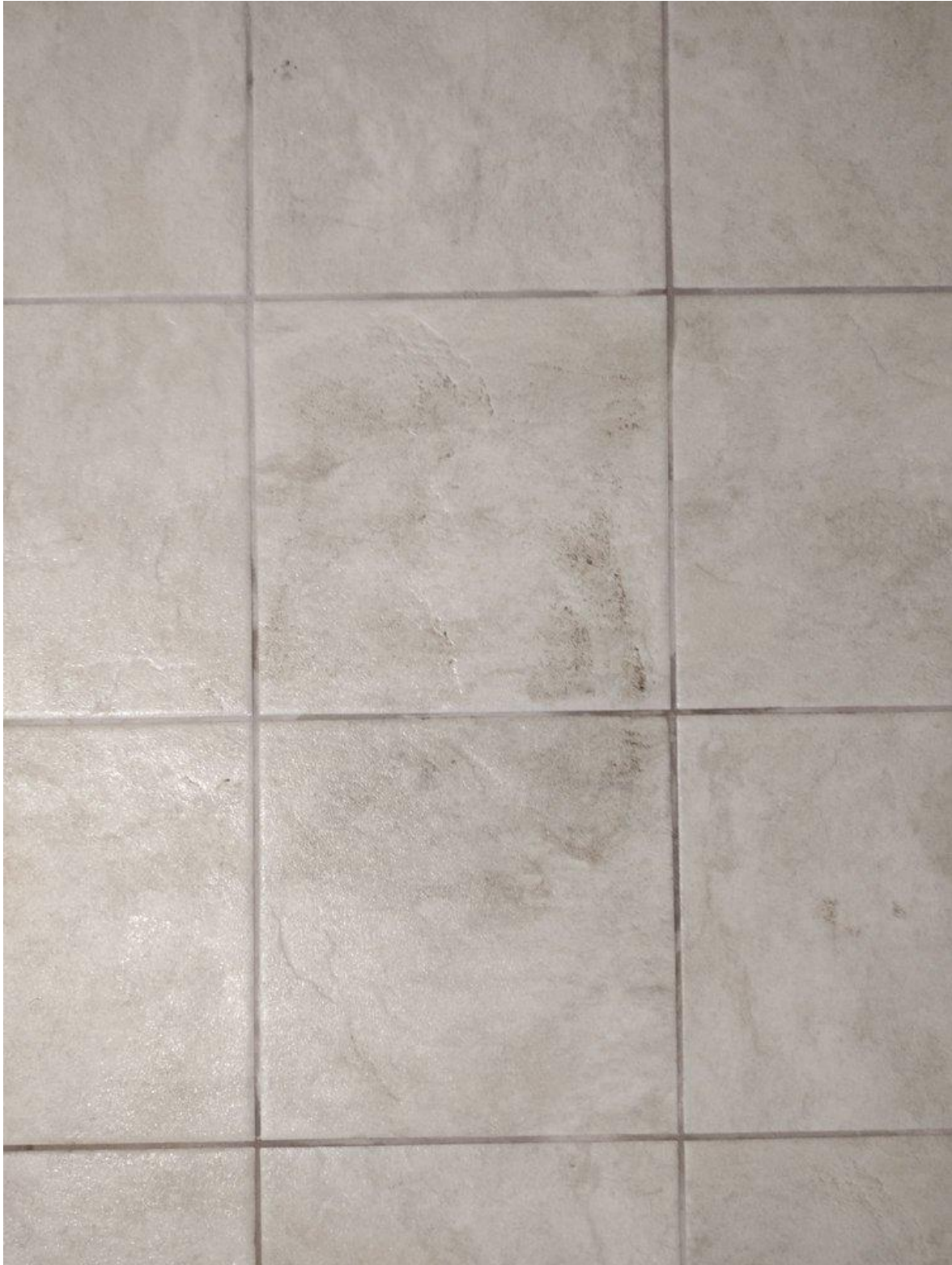


Grout cured on top of tiles, Photo 1.

Grout smeared on top of tiles for a permanently dirty look. I laid a spare tile on top for color comparison. While Floors Outlet has spare supplies, I recovered some whole tiles from the trash.



Grout cured on top of tiles, Photo 2.
Grout cured on top of tiles for a permanently dirty look.



Grout cured on top of tiles, Photo 3.
Grout cured on tile for a permanently dirty look.



Grout cured on top of tiles, Photo 4.
Grout smeared on top of tiles for a permanently dirty look.



Grout cured on top of tiles, Photo 5.

Grout cured on top of tiles for a permanently dirty look. Grout splattered on trim. Chawed up botched miter cut on quarterround.

Grout and thinset on sofas.



Grout and thinset smeared on sofas, Photo 1.

After the install, thinset smeared all over sofas. Before the install the sofas were nice and basically new.

Flooring materials dumped in refrigerator ice tray.



Flooring in ice tray, Photo 1.

They put the refrigerator ice tray in the sink, washed hands into it, and dumped flooring stuff in it on day 2. That evening, I had grabbed it out of the sink and put it in the garage. After the install, I cleaned the caked on white gooey stuff off. Maybe caulk?

Exhibit W.

Photo of tile box with instructions printed on the box.

ATENCIÓN: Al momento de la colocación controlen el tono, el calibre y la calidad. El material viene delib-
radamente producido y elegido con diferencias de tonalidad más o menos marcadas según la tipología que
subrayan el efecto cromático. Es absolutamente indispensable tomar azulejos de cajas diferentes al momento
de la colocación. El uso de materiales que no respete el pedido o que sea defectuoso implica la aceptación
de las características de calidad y excluye quejas. No se aceptan quejas referidas a materiales ya colocados.

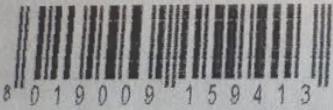
CM **30x30** ($11^{13}/16$ "x $11^{13}/16$ ") PCS **13** MQ **1,17**

TIPO
Type

SCELTA
Sorte

TONO
Shade

CALIBRO
Calibre



ETERNITY ALMOND

PRIMA RC6 P @SS



SP.8 mm

ATTENTION: When laying the material, always check the colour, dimensions and the product class.
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 the tiles from a
number of boxes when laying the material. The use of material which does not conform with the order or is
faulty represents the acceptance of the qualitative features and results in the forfeiting all rights to claims.
No claims can be entered into regarding material that has already been laid.
DO NOT DRY CUT USING POWER TOOLS.

Exhibit X.

U.S. Treasury page stating a penny is 1.52mm thick.
1/8 inch is 3.175mm, or just a little more than 2
pennies. 1/16 inch is 1.5875mm or just a little more
than 1 penny. This helps to understand how much
lippage 2 pennies shows.

Learn

U.S. Mint / Learn / Coin and Medal Programs / Coin Specifications

Kids Site

Coin & Medal Programs

Production Process

Collecting Basics





History

Artists

Coin Specifications

How much does a dime weigh? What are pennies made of? Find out in the table below, which gives specifications for U.S. Mint legal tender coins presently in production for annual sets. Specifications for the [American Innovation \\$1 Coins](#) and [Native American \\$1 Coins](#) are the same.

The penny, dime, quarter, half dollar, and dollar are clad coins. Clad coins have an inner core of metal surrounded by an outer layer of a different metal. The Mint makes clad coins with an inner core of copper. The nickel is the only circulating coin that isn't clad.

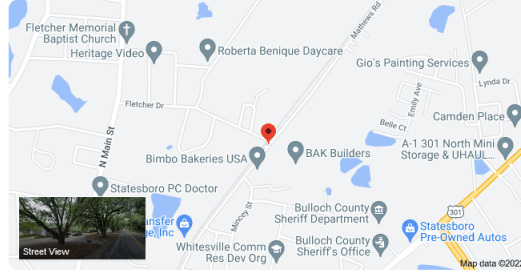
	Cent	Nickel	Dime	Quarter Dollar	Half Dollar	Dollar
Denomination						
Composition	Copper Plated Zinc 2.5% Cu Balance Zn	Cupro-Nickel 25% Ni Balance Cu	Cupro-Nickel 8.33% Ni Balance Cu	Cupro-Nickel 8.33% Ni Balance Cu	Cupro-Nickel 8.33% Ni Balance Cu	Manganese-Brass 88.5% Cu 6% Zn 3.5% Mn 2% Ni
Weight	2.500 g	5.000 g	2.268 g	5.670 g	11.340 g	8.1 g
Diameter	0.750 in. 19.05 mm	0.835 in. 21.21 mm	0.705 in. 17.91 mm	0.955 in. 24.26 mm	1.205 in. 30.61 mm	1.043 in. 26.49 mm
Thickness	1.52 mm	1.95 mm	1.35 mm	1.75 mm	2.15 mm	2.00 mm
Edge	Plain	Plain	Reeded	Reeded	Reeded	Edge-Lettering
No. of Reeds	N/A	N/A	118	119	150	N/A

Content last updated on April 28, 2022

Exhibit Y.

Search results associating Lamar Construction with 440 Matthews Rd. Before we signed the contract, Brian McDonald stated he was a licensed general contractor through his business partner at 440 Matthews Rd. Because a licensed contractor, Lamar Construction, was previously at that address, we were able to find license no. RLCO001318 associated with 440 Matthews Rd.

About 19,200 results (0.41 seconds)



440 Mathews Rd
Statesboro, GA 30458



Most popular places at this address

Contractor Wholesale Floors
4.8 ★★★★★ (6)

https://www.realtor.com > ... > Statesboro > Mathews Rd
440 Mathews Rd, Statesboro, GA 30458 - Realtor.com

View detailed information about property **440 Mathews Rd, Statesboro, GA 30458** including listing details, property photos, school and neighborhood data, ...

https://www.zillow.com > ... > Statesboro > 30458
440 Mathews Rd, Statesboro, GA 30458 | Zillow

440 Mathews Rd, Statesboro, GA 30458 is currently not for sale. The -- sqft home type unknown home is a -- beds, -- baths property.

https://www.mapquest.com > ... > Georgia > Statesboro
Varsity Ink Inc 440 Mathews Rd Statesboro, GA T ... - MapQuest
Get directions, reviews and information for Varsity Ink Inc in Statesboro, GA. ... Varsity Ink Inc.
440 Mathews Rd, Statesboro, GA 30458. (912) 489-2649.

https://www.mapquest.com > ... > Georgia > Statesboro
Apartment Rentals 440 Mathews Rd Statesboro, GA - MapQuest
Get directions, reviews and information for Apartment Rentals in Statesboro, GA. ... Apartment Rentals. **440 Mathews Rd, Statesboro, GA 30458.** (912) 764-9542.

https://m.yelp.com > ... > Real Estate > Apartments
Mathews Junction - Statesboro, GA - Yelp
Map · **440 Mathews Rd Statesboro, GA 30458.** Directions · (912) 764-9542. Call Now · More Info. Services for Mathews Junction · Known For. No. Accepts Credit Cards.

https://www.yellowpages.com > GA > Statesboro
Lamar Construction Inc 440 Mathews Rd, Statesboro, GA 30458
Details. Phone: (912) 764-3456. Address: **440 Mathews Rd, Statesboro, GA 30458.** People Also Viewed. Johnson Walter Construction Co Inc.

https://www.yellowpages.com > ... > Screen Printing
Boanart Graphics 440 Mathews Rd, Statesboro, GA 30458
Get reviews, hours, directions, coupons and more for Boanart Graphics. Search for other Screen Printing on The Real Yellow Pages®.

https://www.local.com > boanart-graphics-121858981
Boanart Graphics in 440 Mathews Rd, Statesboro, GA 30458
Boanart Graphics, **440 Mathews Rd, Statesboro, GA 30458** Get Address, Phone Number, Maps, Ratings, Photos and more for Boanart Graphics.

https://www.finduslocal.com > ... > Georgia > Statesboro
Mathews Junction in Statesboro, GA 30458 Directions ...
Mathews Junction : Take Our Survey and Rate and Review This Business Here! General Warehouse/storage. Mathews Junction Address: **440 Mathews Rd Statesboro ...**

https://moving-and-storage-services cmac.ws > mathews-j...
Mathews Junction on Mathews Rd in Statesboro, GA - 912-764 ...
Get info on Mathews Junction in Statesboro. Location details, hours, maps and directions to **440 Mathews Rd, Statesboro, GA 30458.**

Related searches

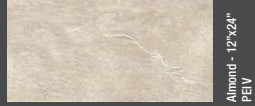
- for sale by owner statesboro ga
- houses for rent in statesboro ga
- homes for sale in statesboro ga

Exhibit Z.

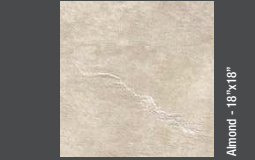
Happy Floors spec sheet for Eternity tile. It is a PEI 5 tile with an ADA rating and is a commercial grade tile.

ETERNITY

FULL BODY PORCELAIN



Almond - 12"x24"
PEIV



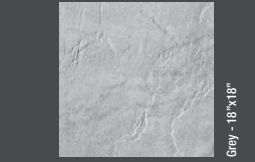
Almond - 18"x18"



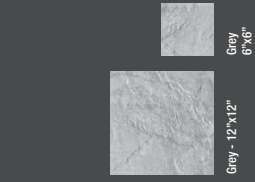
Almond - 12"x12"



Grey - 12"x24"
PEIV



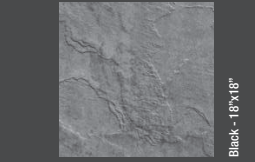
Grey - 18"x18"



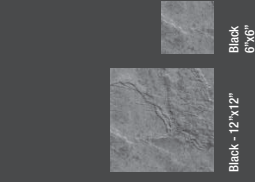
Grey - 12"x12"



Black - 12"x24"
PEIV



Black - 18"x18"



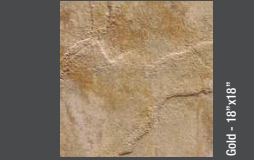
Black - 12"x12"



Black - 6"x6"



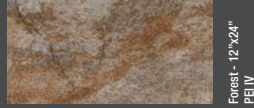
Gold - 12"x24"
PEIV



Gold - 18"x18"



Gold - 12"x12"



Forest - 12"x24"
PEIV



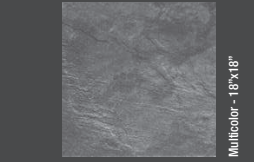
Forest - 18"x18"



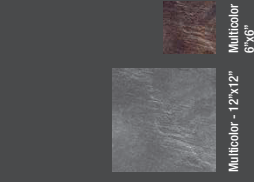
Forest - 12"x12"



Multicolor - 12"x24"
PEIV



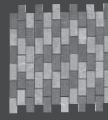
Multicolor - 18"x18"



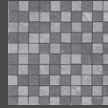
Multicolor - 12"x12"



Multicolor - 6"x6"



1x2 Mosaic Mix
Muretto - 12"x12"
Black - Grey



1.5x1.5 Mosaic Mix
Mosalco - 12"x12"
Black - Grey



Brushed
Metal Corner 1"x1"



Brushed
Metal Pencil 1"x11.7"



Bullnose 3"x12"
Available in all finishes



MIF 13

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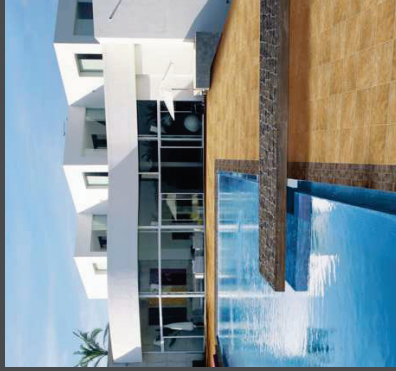


Exhibit AA.

Quote from Dalton Direct Floors to correct and complete the install in a comparable tiles, a PEI 5 tile with an ADA rating.



Wilhelmina Randtke <randtke@gmail.com>

Dalton Direct Quote

Dalton Direct Flooring <daltondirectflooring@yahoo.com>

Wed, Jul 27, 2022 at 12:03 PM

To: "edwinalexander127@gmail.com" <edwinalexander127@gmail.com>, "randtke@gmail.com" <randtke@gmail.com>

Guys based on everything I have see from the photos of the job you provided we will have to completely tear out and remove all of the work that was installed. Since it has been installed the way it was we will have to skim coat and level the floor properly and seal it before doing an install. The tile I have quoted is the closest thing i could come up with that will meet those standards. The pricing I gave will cover a wide range of options. I have included everything I believe we would need to take care of the floors. If you would like we can also price the repairs and painting that you have mentioned in the pictures. Keep in mind that we area full service company when it comes to Flooring, Remodeling and Restoration and all of our work is done by our in house installers and not a subcontractor. Please let me know if you have any questions.

Thanks

Earl Riser

Manager, Dalton Direct Flooring Outlet

912-764-7415 | 107 East Parrish St

Create your own [email signature](#)



Alexander Quote .jpg
548K

7/20/2022
Store: 1

Sales Order #5121
Ordered: 7/20/2022
Page 1

DALTON DIRECT FLOORING OUTLET

107A East Parrish Street
Statesboro GA 30458
Phone 912-764-7415
daltondirectflooring@yahoo.com

Bill To:

Edwin Alexander
204 Highland Rd
Statesboro, GA 30458

INSTRUCTIONS: Based on measurements given by customer

Remove Tile thru out home

Resurface and level floor with skim treatment

install new tile thru out

Order Status: Open

Item Name	Item Description	Attribute	Size	Qty	Price	Ext Price
Floor Removal (Tile)	Priced per sq/ft			1335	\$5.50	\$7,342.50
					less: (\$1,335.00)	
Floor Prep	Priced Per Sq Ft			1335	\$0.75	\$1,001.25
					less: (\$500.63)	
Floor Patch	SHXSL	85 sf/bg	10 lb	16	\$21.81	\$348.96
Floor Primer	MBP Primer	150ft/gal	3.5 gal	8	\$175.00	\$1,400.00
Thinset White	Double if using hardibacker	75SQFT/50LB50LB		20	\$27.17	\$543.30
Tile Installation (straight)				1335	\$4.50	\$6,007.50
Tile	Step Wise Aged Beige 12x24			1335	\$5.46	\$7,289.10
Grout	Hickory Color	150SQFT(12"25LB		10	\$51.41	\$514.05
Quarter Round	Primed White			432	\$0.75	\$324.00
Quarter Round Installation	Priced/Linear Foot			432	\$0.75	\$324.00
Furniture removal (Major Items)	Priced per yd			100	\$1.50	\$150.00
Shipping Item				1	\$249.00	\$249.00
					less: (\$150.00)	

Subtotal: \$25,493.66
Local Sales Tax 8 % Tax: + \$833.55
TOTAL: \$26,327.21
Balance Due: \$26,327.21

All sales final. One year labor warranty by Dalton Direct. All balances are due immediately upon completion of labor and are to be sent back to the store by installer.

Signature of Acceptance: _____ Date _____

Exhibit AB.

Quote for a hotel stay for a 2 week tile tear out and install.

Exhibit AC

Quote to clean thinset off the brick porch with muratic acid.
According to BB Masonry, this has an 80% chance of
succeeding in repair damage Floors Outlet did by smearing
and drizzling thinset on the porch.

Exhibit AD.

Quote to replace portions of brick porch which Floors Outlet
drizzled and smeared thinset on.

MASONRY
 Over 20 years experience in Brick, Block, Stone and Tile
 Give us a call!
912-314-9084
 Guaranteed to make it worth your while!
 Kymbkbrown12@gmail.com

wed 27, 2022
 Invoice #
 Date: February 24, 2017
 For: Edwin Alexander

Type project or service description and PO number here or use Mail Merge (under Tools) to automatically add this information from a data source.

DESCRIPTION	HOURS	RATE	AMOUNT
Replacing Bricks on step material & Labor Bricks Sand mortar Washing			\$2000
TOTAL			\$2,000

Retaining Walls _____
 Service Walls _____
 Pavers _____ X \$ _____ = \$ _____
 Rowlock per Ft _____ X \$ _____ = \$ _____
 Fireplace per Ft _____ X \$ _____ = \$ _____
 Concrete per Ft _____ X \$ _____ = \$ _____

Total Job Cost \$ 2000

All material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and were completed in a substantial workman like manner for the agreed sum of _____ Price includes all materials, and labor

Make checks payable to: B and B Masonry
 Thanks for your business,
 Kenyana & Charles Brown. Owner & Operator

Exhibit AE.

Quote for storage PODS to put furniture in during
tear out and proper installation of tile.



Order Confirmation

This is your Order Confirmation with your local PODS® Service Provider. Please review the information carefully and notify us immediately if the order contains any errors in locations, dates, or amounts. Container sizes may vary. We are currently updating our systems to best reflect the majority of our small container fleet. During this transition, some of our communications may still label the small containers as "7-ft" instead of "8-ft." We apologize for any confusion this may cause.

Account Information

Customer #:	163655869	Primary Contact Phone:	(305) 338-3329
Name:	Edwin Alexander	Primary Contact Email:	edwinalexander127@gmail.com
Address:	204 Highland Rd Statesboro, GA 30458	Alternate Contact:	Not provided
Payment Terms:	Automatic payment	Alternate Contact Phone:	Not provided
Credit Card:	*****0371 Visa	Alternate Contact Email:	Not provided

Order Information

Order #:	3665846	Original Order Date:	8/4/2022
Quote #:	101216485		
Number of Containers:	3		
Contents Protection Option:	Declined		
Container Only Option:	Included		

Container 1 Details: 16-foot length container

Service Date	Service	Location
8/16/2022	Deliver to Customer	204 HIGHLAND RD STATESBORO, GA 30458
1 month	Storage	On-site Storage
Not scheduled	Final Pick-up	204 HIGHLAND RD STATESBORO, GA 30458

Container 2 Details: 16-foot length container

Service Date	Service	Location
8/16/2022	Deliver to Customer	204 HIGHLAND RD STATESBORO, GA 30458
1 month	Storage	On-site Storage
Not scheduled	Final Pick-up	204 HIGHLAND RD STATESBORO, GA 30458

Container 3 Details: 16-foot length container

Service Date	Service	Location
8/16/2022	Deliver to Customer	204 HIGHLAND RD STATESBORO, GA 30458
1 month	Storage	On-site Storage
Not scheduled	Final Pick-up	204 HIGHLAND RD STATESBORO, GA 30458

Payment Schedule

The Payment Schedule is based on the dates and locations provided in your order, and includes all containers (if applicable). Any changes to the dates of your service will impact your Payment Schedule. **The Transaction Date is the date charges will be made to your payment card.** Please note: You may see a temporary Authorization, or Hold, on your payment card up to 72 hours before the actual transaction Date.

Transaction Date	Service or Product	Qty	Price	Tax	Total	
8/16/2022	Deliver Empty Container to Your Location	1 @	\$259.00	\$259.00	\$20.72	\$279.72
8/16/2022	Fuel Subsidy	1 @	\$0.00	\$0.00		
8/16/2022	Monthly Rental of Container at Your Location	1 @	\$229.00	\$229.00	\$18.32	\$247.32
8/16/2022	Container Only Protection Option - Monthly Fee	1 @	\$10.00	\$10.00		\$10.00
8/16/2022	Deliver Empty Container to Your Location	1 @	\$259.00	\$259.00	\$20.72	\$279.72
8/16/2022	Fuel Subsidy	1 @	\$0.00	\$0.00		
8/16/2022	Monthly Rental of Container at Your Location	1 @	\$229.00	\$229.00	\$18.32	\$247.32
8/16/2022	Container Only Protection Option - Monthly Fee	1 @	\$10.00	\$10.00		\$10.00
8/16/2022	Deliver Empty Container to Your Location	1 @	\$259.00	\$259.00	\$20.72	\$279.72
8/16/2022	Fuel Subsidy	1 @	\$0.00	\$0.00		
8/16/2022	Monthly Rental of Container at Your Location	1 @	\$229.00	\$229.00	\$18.32	\$247.32
8/16/2022	Container Only Protection Option - Monthly Fee	1 @	\$10.00	\$10.00		\$10.00
Total				\$1,494.00	\$117.12	\$1,611.12

Transaction Date	Service or Product	Qty	Price	Tax	Total	
Not scheduled	Pickup Empty Container from Your Location	1 @	\$215.00	\$215.00	\$17.20	\$232.20
Not scheduled	Fuel Subsidy	1 @	\$0.00	\$0.00		
Not scheduled	Pickup Empty Container from Your Location	1 @	\$215.00	\$215.00	\$17.20	\$232.20
Not scheduled	Fuel Subsidy	1 @	\$0.00	\$0.00		
Not scheduled	Pickup Empty Container from Your Location	1 @	\$215.00	\$215.00	\$17.20	\$232.20
Not scheduled	Fuel Subsidy	1 @	\$0.00	\$0.00		
Total				\$645.00	\$51.60	\$696.60

Additional placement and delivery notes

Container 1

Service location: **204 HIGHLAND RD STATESBORO, GA 30458**
 Service description: Deliver to Customer on 8/16/2022
 Service instructions: This is not a gated community or area.
 The container is to be placed in a yard/vacant lot/job site.
 The container's door should face the building.
 The container should be placed 6 feet away from the building or landmark.
 No special placement instructions have been specified.
 The Driver will not collect payment.
 There are no directions that are needed due to the lack of an accurate map.

Container 2

Service location: **204 HIGHLAND RD STATESBORO, GA 30458**
 Service description: Deliver to Customer on 8/16/2022
 Service instructions: The container's door should face the building.
 The container should be placed 6 feet away from the building or landmark.
 There are no directions that are needed due to the lack of an accurate map.
 No special placement instructions have been specified.
 The Driver will not collect payment.
 This is not a gated community or area.
 The container is to be placed in a yard/vacant lot/job site.

Container 3

Service location: **204 HIGHLAND RD STATESBORO, GA 30458**
 Service description: Deliver to Customer on 8/16/2022
 Service instructions: This is not a gated community or area.

The container is to be placed in a yard/vacant lot/job site.
The container's door should face the building.
The container should be placed 6 feet away from the building or landmark.
There are no directions that are needed due to the lack of an accurate map.
No special placement instructions have been specified.
The Driver will not collect payment.

To schedule or reschedule your dates of service, make payments, change your contact information, or get answers to Most Frequently Asked questions, please log in to My Account at www.PODS.com. For other questions regarding your scheduled products or prices, please contact Customer Care at 1-855-673-7637.

Any changes to the products, dates, tax rates or locations ordered may result in a change in price and resulting charges.

Additional Terms and Conditions

All orders are subject to the terms and conditions of the Rental Agreement for using a PODS brand container and associated goods and services which are incorporated herein and made a part hereof and which you accept when you do any of the following: (a) provide your written or electronic signature; (b) attempt to or in any way use the services described in this Order Confirmation; (c) load or store goods in a PODS brand container; or (d) pay for any services described in this Order Confirmation. The Rental Agreement is available by logging into your online account at www.PODS.com or it can be supplied to you by contacting 1-855-673-7637.

Customer acknowledges that it is the Customer's sole responsibility to insure the contents stored in a container and agrees that unless Customer obtains Contents Protection from the PODS Service Provider to assume liability for damage to Customer's contents, Customer will either secure insurance that the Customer deems adequate from a third-party carrier of Customer's choosing or accept full responsibility for all losses.

Exhibit AF, Text messages between Brian McDonald, Edwin Alexander,
and Wilhelmina Randtke

← Edwin, +1 912-243-5477



Jun 6, 11:47 AM

Edwin Alexander created this group with You and 1 other

Edwin Alexander



Good morning Brian, wanting to confirm our noon meeting at the house? -Edwin Alexander

+1 912-243-5477



We are here

Jun 16, 9:01 AM

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 and to have access, 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?



Send message



IN THE STATE COURT OF BULLOCH COUNTY
STATE OF GEORGIA


Heather Banks McNeal, Clerk
Bulloch County, Georgia

**MO FLO, LLC and DBA FLOORS
OUTLET,**

Plaintiffs,

v.

**WILHELMINA TANDTKE and EDWIN
ALEXANDER,**

Defendants.

**CIVIL ACTION FILE
NO. STCV2022000202**

NOTICE OF ENTRY OF APPEARANCE

COMES NOW **R. MATTHEW SHOEMAKER** hereby provides notice that he will be acting as counsel for Plaintiff MO FLO, LLC in reference to the counterclaim only in the above-styled civil action. Mr. Shoemaker hereby request that all pleadings, orders of the Court, and any other documents concerning this case be sent to him at Jones Cork, LLP, 435 Second Street, Suite 500, P.O. Box 6437, Macon, GA 31208-6437.

Respectfully submitted this  day of September, 2022.



R. MATTHEW SHOEMAKER

State Bar No. 339367

*Attorney for Plaintiff Mo Flo, LLC (counterclaim
only)*

JONES CORK, LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P. O. Box 6437
Macon, Georgia 31208-6437
(478) 745-2821
(478) 743-9609 (facsimile)
matt.shoemaker@jonescork.com

CERTIFICATE OF SERVICE

I hereby certify that I have this day filed a copy of the within and foregoing **NOTICE OF ENTRY OF APPEARANCE** with the Clerk of Court using the CM/ECF system and that notification of such filing will be sent via USPS to all parties to this matter, addressed as follows:

Wilhelmina Tandtke
Edwin Alexander
204 Highland Road
Statesboro, Georgia 30458

This 24th day of September, 2022.



R. MATTHEW SHOEMAKER

State Bar No. 339367

Attorney for Plaintiff Mo Flo, LLC (counterclaim only)

JONES CORK, LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P. O. Box 6437
Macon, Georgia 31208-6437
(478) 745-2821
(478) 743-9609 (facsimile)
matt.shoemaker@jonescork.com

IN THE STATE COURT OF BULLOCH COUNTY, STATE OF GEORGIA


Heather Banks McNeal, Clerk
Bulloch County, Georgia

MO FLO LLC
1267 NORTHSIDE DRIVE EAST
STATESBORO, GA 30458
DBA: FLOORS OUTLET

Plaintiff(s)

) State Court: STCV2022000202
) Magistrate Court : 2022-11739CS
)
) Motion for Joinder
) and
) Motion to Correct the Party Names and
) Clarify Whether Brian McDonald has
) Already Appeared or Needs to be Served

VS

WILHELMINA ALEXANDER
204 HIGHLAND RD
STATESBORO, GA 30458
Defendants

EDWIN ALEXANDER
204 HIGHLAND RD
STATESBORO, GA 30458

MOTION FOR JOINDER OF PERSON NEEDED FOR JUST ADJUDICATION AND MOTION TO CORRECT THE PARTY NAMES AND CLARIFY WHETHER BRIAN MCDONALD HAS ALREADY APPEARED OR NEEDS TO BE SERVED

MOTION FOR JOINDER OF PERSON NEEDED FOR JUST ADJUDICATION

1. Defendants show to the court that Brian McDonald is a resident of 208 Spotted Fawn Rd, Statesboro, GA 30458, Bulloch County and that he is subject to the jurisdiction of this court.
2. Defendants show to the court that Randy Childs is a resident of 1218 Plantation Cir, Statesboro, GA 30458, Bulloch County and that he is subject to the jurisdiction of this court.
3. Defendants show to the court that Prince Preston was a resident of 2604 Old Mill Way, Statesboro, GA 30458, Bulloch County as of our August 9, 2022 request in Defendant's Answer paragraphs 16 through 21 to adjust the parties to the case. His office in Bulloch County is located at 440 Matthews Rd, Statesboro, GA 30458, Bulloch County. He regularly attends work at that location within Bulloch County and is a resident of Georgia.
4. Each of these parties, Brian McDonald, Randy Childs, and Prince Preston is a person needed for just adjudication of the above-styled action as shown in paragraphs 16 through 21 of our August 9, 2022 Defendant's Answer already on file with the court having been transferred from Bulloch County Magistrate Court.

5. **Wherefore**, defendant moves the court, pursuant to O.C.G.A. § 9-11-19, for an order directing that said Brian McDonald, Randy Childs, and Prince Preston be joined in this action as party plaintiffs. We notarized our Defendant's Answer as a sworn statement, and we request that you treat it as an affidavit suitable for joinder.

MOTION TO CORRECT THE PARTY NAMES AND CLARIFY WHETHER BRIAN MCDONALD HAS APPEARED AND DOES NOT NEED TO BE SERVED

6. The Bulloch County Magistrate Court and Bulloch County State Court have referred to Wilhelmina Randtke using various last names, none of which she has ever used.
7. **Wherefore**, Defendants request the court to correct the names of Defendants to read "Edwin Alexander" and "Wilhelmina Randtke" and to remove all other Defendant names.
8. The Bulloch County Magistrate Court suit against Defendants listed "Plaintiff(s)" as "MO FLO LLC 1267 NORTHSIDE DRIVE EAST STATESBORO, GA 30458 DBA: FLOORS OUTLET" and was signed by Brian McDonald who has consistently identified himself as the owner of Floors Outlet either solely or with partners. In our August 9, 2022 Defendant's Answer we treated this as a single plaintiff, Floors Outlet either a sole proprietorship or a partnership. In case of there being two plaintiffs, we did list a counterclaim against "Mo Flo LLC" in paragraph 98 of our August 9, 2022 Defendant's Answer, if it is recognized as a party to this case.
9. In our August 9, 2022 Defendant's Answer we brought all counterclaims against Floors Outlet who we believed was suing us either as a sole proprietorship or as a partnership and against Brian McDonald who is the owner of Floors Outlet either as a sole proprietorship or as a partnership.
10. Opposing counsel filed a notice of appearance on September 2, 2022 for "Mo Flo, LLC" only, but not for any named Plaintiff on the proceedings which were transferred from the Magistrate Court of Bulloch County. The name in the notice of appearance is a different party name from "Mo Flo LLC" in the Statement of Claim filed against us in Magistrate Court of Bulloch County. Neither "Mo Flo, LLC" nor "Mo Flo LLC" is a registered LLC with the Georgia Corporations Division. We will note that the online docket at peachcourt.com still says "Mo Flo LLC" as of today.
11. Floors Outlet is not a fictitious name for any LLC legally domiciled in Bulloch County. Floors Outlet operates its primary office at 1267 Northside Drive East, Statesboro, GA 30458, Bulloch County and does not have any other offices, showrooms, or physical locations. According to OCGA 10-1-490, any corporation using a fictitious name must register the fictitious name with the Superior Court of the county in which it is located. On July 12, 2022 when Floors Outlet sued us, no corporation had registered "Floors Outlet" as a fictitious name.

12. Further, the suit against us in the Magistrate Court of Bulloch County seems to indicate a single plaintiff in the July 12, 2022 Statement of Claim. The header of opposing counsel's September 2, 2022 Notice of Appearance indicates two plaintiffs, both "Mo Flo, LLC" and "DBA: Floors Outlet".
13. **Wherefore**, Defendants move the court to adjust the parties and the case header to clarify as to how many plaintiffs exist, and the names of each plaintiff regarding plaintiffs "Mo Flo, LLC", and "Mo Flo LLC".
14. The Statement of Claim filed against us July 12, 2022 reads in its entirety, "Floors outlet was contracted by above mentioned defendants to install tile at their home. Defendant refuses to allow us to finish job and has stopped communication. Floors outlet has not been paid for work performed." No other entities were alleged to have claims against us nor a contractual relationship with us within the Statement of Claim.
15. Our contract to install tile, which was attached to our August 9, 2022 Defendant's Answer as Exhibit A, lists only Floors Outlet, does not list any other corporate entity, and is signed by Brian McDonald as "Contractor".
16. Assuming Mo Flo LLC or Mo Flo, LLC is later alleged to be a principal of Floors Outlet, "to relieve himself of personal liability the agent ordinarily has the burden of proving by direct or circumstantial evidence the fact of agency as well as knowledge thereof by the opposite party". *Yarbrough & Co. v. Travis Pruitt & Assocs.*, 130 Ga. App. 49, 49, 202 S.E.2d 227, 228 (1973); *Chambliss v. Hall*, 113 Ga.App. 96, 99, 147 S.E.2d 334, 338 (1966).
17. **Wherefore**, Defendants move the court to adjust the parties and the case header to change "DBA: Floors Outlet" to "Floors Outlet".
18. **Wherefore**, Defendants request the court to determine as to whether Brian McDonald, who signed the sworn statement on behalf of Floors Outlet in the Statement of Claim which was filed July 12, 2022 in the Magistrate Court of Bulloch County which Statement of Claim was later transferred to this case on August 19, 2022 is already a party to this case, either as sole proprietor or as a partner owning Floors Outlet, and has already appeared in this case or is not yet a plaintiff and must be joined and served.

This day of September 8, 2022.



Wilhelmina Randtke, Defendant
204 Highland Rd.
Statesboro, GA 30458



Edwin Alexander, Defendant
204 Highland Rd.
Statesboro, GA 30458

CERTIFICATE OF SERVICE

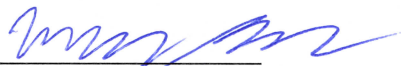
I certify that I filed a copy of this MOTION FOR JOINDER OF PERSON NEEDED FOR JUST ADJUDICATION AND MOTION TO CORRECT THE PARTY NAMES with the State Court of Bulloch County and will mail copies to:

Mo Flo LLC
1267 Northside Drive East
Statesboro, GA 30458
DBA: Floors Outlet

Brian McDonald
208 Spotted Fawn RD N
Statesboro, GA 30458

R. Matthew Shoemaker
Jones Cork LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P.O. Box 6437
Macon, Georgia 31208-6437

Signed September 8, 2022



Wilhelmina Randtke
204 Highland Rd
Statesboro, GA 30458

THE SUPERIOR COURT OF BULLOCH COUNTY
STATE OF GEORGIA

SHERIFF'S ENTRY OF SERVICE

Magistrate Court
Superior Court
State Court

Civil Action No. STVC 2022 000 202

Date Filed August 19, 2022

Georgia, Bulloch County
Mo Flo LLC
and DBA: Floors Outlet
Plaintiff

Attorney's Address

vs.
Wilhelmina Randtke
Edun Alexander
Defendant

Name and Address of Party to be Served

Brian McDonald
208 Spotted Fawn Rd N.
Statesboro, GA 30461

Garnishee

RESIDENTIAL

I have this day served the Defendant Brian McDonald with a true copy of the within petition and summons by serving same upon Brian McDonald, a person Sui Juris residing on the premises.

This 16 day of Sept 20 22, Deputy Sheriff Bkj

CORPORATE

I have this day served the Defendant _____, a corporation, with a true copy of the within petition and summons by handling the same in person to _____, an officer of said corporation.

This _____ day of _____ 20____, Deputy Sheriff _____

TACKED AND MAILED

I have this day executed the within Affidavit and Summons by tacking a copy of the within process on the door of the premises designated in said action and also by depositing a true copy thereof in the United States mail in an envelope properly addressed to Defendant at his last known address with sufficient postage affixed.

This _____ day of _____ 20____, Deputy Sheriff _____

GARNISHEE

I have this day at the hour of _____ served the Summons of Garnishment upon _____ by handling the original of same to _____ in person, he/she being _____ and agent in charge of _____ at the time of service in Bulloch County.

This _____ day of _____ 20____, Deputy Sheriff _____

MAILED

This is to certify that I have this day served the Defendant _____ with a copy of the within Affidavit and Summons by depositing a copy of thereof in the United States mail, in an envelope properly addressed to Defendant at his last known address as shown in said Affidavit, with adequate postage affixed thereon.

This _____ day of _____ 20____, Deputy Sheriff _____

DILIGENT SEARCH

Diligent search made and Defendant is not to be found in the jurisdiction of this court _____

This _____ day of _____ 20____, Deputy Sheriff _____

FILED
BULLOCH COUNTY
CLERK'S OFFICE
SEP 16 P 1:30
CLERK OF COURT

THE SUPERIOR COURT OF BULLOCH COUNTY
STATE OF GEORGIA

SHERIFF'S ENTRY OF SERVICE

Civil Action No. STVC 2022 0002 02

Date Filed August 19, 2022

Attorney's Address

Magistrate Court FILED
Superior Court BULLOCH COUNTY
State Court CLERK'S OFFICE
Georgia, Bulloch County
SEP 20 P 1:09

Mo Flo LLC
and DBA: Flo's Truck Wash
Plaintiff

vs.

Wilhelmina Randtke
Edum Alexander
Defendant

Name and Address of Party to be Served

Prince Preston
440 Matthews Road
Statesboro, GA 30458

Garnishee

RESIDENTIAL

I have this day served the Defendant Prince Preston with a true copy of the within petition and summons by serving same upon Defendant's Answer and Counter Claims, a person Sui Juris residing on the premises. This 20 day of Sept 20 22, Bj/Kj, Deputy Sheriff

CORPORATE

I have this day served the Defendant _____, a corporation, with a true copy of the within petition and summons by handling the same in person to _____, an officer of said corporation. This _____ day of _____ 20____, _____, Deputy Sheriff

TACKED AND MAILED

I have this day executed the within Affidavit and Summons by tacking a copy of the within process on the door of the premises designated in said action and also by depositing a true copy thereof in the United States mail in an envelope properly addressed to Defendant at his last known address with sufficient postage affixed. This _____ day of _____ 20____, _____, Deputy Sheriff

GARNISHEE

I have this day at the hour of _____ served the Summons of Garnishment upon _____ by handling the original of same to _____ in person, he/she being _____ and agent in charge of _____ at the time of service in Bulloch County. This _____ day of _____ 20____, _____, Deputy Sheriff

MAILED

This is to certify that I have this day served the Defendant _____ with a copy of the within Affidavit and Summons by depositing a copy of thereof in the United States mail, in an envelope properly addressed to Defendant at his last known address as shown in said Affidavit, with adequate postage affixed thereon. This _____ day of _____ 20____, _____, Deputy Sheriff

DILIGENT SEARCH

Diligent search made and Defendant is not to be found in the jurisdiction of this court _____ This _____ day of _____ 20____, _____, Deputy Sheriff

THE SUPERIOR COURT OF BULLOCH COUNTY
STATE OF GEORGIA

SHERIFF'S ENTRY OF SERVICE

Civil Action No. STVC 2022 000202

Date Filed August 19, 2022

Attorney's Address _____

Magistrate Court

Superior Court

State Court

Georgia, Bulloch County

Mo Flo LLC

and DBA: Federal SF Outlet

FILED
BULLOCH COUNTY
CLERK'S OFFICE

SEP 20 P 1:09

Plaintiff

vs.

Wilhelmina Randleke

Edwin Alexander

Defendant

Name and Address of Party to be Served

Randy Childs

1218 Plantation Circle

Statesboro, GA 30458

Garnishee

RESIDENTIAL

I have this day served the Defendant Randy Childs with a true copy of the within petition and summons by serving same upon Prince Preston a person sui juris residing on the premises.

This 20 day of Sept 2022, B/Kj, Deputy Sheriff

CORPORATE

I have this day served the Defendant _____, a corporation, with a true copy of the within petition and summons by handling the same in person to _____, an officer of said corporation.

This _____ day of _____ 20____, _____, Deputy Sheriff

TACKED AND MAILED

I have this day executed the within Affidavit and Summons by tacking a copy of the within process on the door of the premises designated in said action and also by depositing a true copy thereof in the United States mail in an envelope properly addressed to Defendant at his last known address with sufficient postage affixed.

This _____ day of _____ 20____, _____, Deputy Sheriff

GARNISHEE

I have this day at the hour of _____ served the Summons of Garnishment upon _____ by handling the original of same to _____ in person, he/she being _____ and agent in charge of _____ at the time of service in Bulloch County.

This _____ day of _____ 20____, _____, Deputy Sheriff

MAILED

This is to certify that I have this day served the Defendant _____ with a copy of the within Affidavit and Summons by depositing a copy of thereof in the United States mail, in an envelope properly addressed to Defendant at his last known address as shown in said Affidavit, with adequate postage affixed thereon.

This _____ day of _____ 20____, _____, Deputy Sheriff

DILIGENT SEARCH

Diligent search made and Defendant is not to be found in the jurisdiction of this court _____

This _____ day of _____ 20____, _____, Deputy Sheriff

IN THE STATE COURT OF BULLOCH COUNTY
STATE OF GEORGIA


Heather Banks McNeal, Clerk
Bulloch County, Georgia

MO FLO, LLC d/b/a FLOORS OUTLET *
*
Plaintiff/Appellee, *
*
v. * **Civil Action No.: STCV2022000202**
*
RANDTKE WILHELMINA and *
ALEXANDER EDWIN *
*
Defendants/Appellees. *

ENTRY OF APPEARANCE

COMES NOW CHRISTOPHER R. GOHAGAN, of the Law Firm of Taulbee, Rushing, Snipes, Marsh, and Hodgins, LLC, 12 Siebald Street, Statesboro, Georgia 30458, and enters his appearance on behalf of Mo Flo, LLC d/b/a Floors Outlet, requesting that he be entered as Attorney of Record for Mo Flo, LLC d/b/a Floors Outlet. Counsel respectfully requests that he be furnished with all applicable notices and filing pertaining to this action.

This 26nd day of September 2022.

TAULBEE, RUSHING, SNIPES,
MARSH & HODGINS, LLC

/s/ Christopher R. Gohagan
CHRISTOPHER R. GOHAGAN
Georgia Bar No. 313902
Attorney for Plaintiff/Appellee

12 Siebald Street
Post Office Box 327
Statesboro, Georgia 30459
P: (912) 764-9055
F: (912) 764-8687

SEP 26, 2022 08:33 PM

IN THE STATE COURT OF BULLOCH COUNTY, STATE OF GEORGIA

MO FLO LLC
1267 NORTHSIDE DRIVE EAST
STATESBORO, GA 30458
DBA: FLOORS OUTLET
Plaintiff(s)

VS

WILHELMINA ALEXANDER EDWIN ALEXANDER
204 HIGHLAND RD 204 HIGHLAND RD
STATESBORO, GA 30458 STATESBORO, GA 30458
Defendants

) State Court: STCV2022000202
) Magistrate Court : 2022-11739CS
)
) REFILING OF DEFENDANTS' ANSWER
) TO PROVIDE TRUE AND CORRECT
) COPIES OF EXHIBITS WHICH THE
) MAGISTRATE COURT OF BULLOCH
) COUNTY ALTERED



Heather Banks McNeal, Clerk
Bulloch County, Georgia

REFILING OF DEFENDANTS' ANSWER TO PROVIDE TRUE AND CORRECT COPIES OF EXHIBITS WHICH THE MAGISTRATE COURT OF BULLOCH COUNTY ALTERED

We are refiling our DEFENDANTS' ANSWER and exhibits from Magistrate Court. This is to correct the record, and provide what we actually filed in the Magistrate Court of Bulloch County. The Magistrate Court altered our filing, in that the Magistrate Court took clear photographs that we provided digitally, printed those out in black and white, then scanned them at low resolution. This resulted in destruction of the Exhibits, in that photographs were altered so dramatically that damage was no longer visible. The Magistrate Court of Bulloch County also altered the Exhibits in that, Magistrate Court provided fewer pages when it transferred the record to State Court.

This is not an amended answer. Nothing has changed. The only change we made was to combine all files into a single PDF and then compress the PDF, resulting in a slight loss of image quality, but a much less dramatic loss of image quality than in the transferred record. On August 9, 2022, we filed this exact same DEFENDANTS' ANSWER in print with a CD of Exhibits attached at the Magistrate Court of Bulloch County. We provided five copies of the DEFENDANTS' ANSWER and Exhibits to the Magistrate Court of Bulloch County, to allow a copy for the Magistrate Court and a copy for mailing to each of the four Plaintiffs: Mo Flo LLC, Brian McDonald, Prince Preston, and Randy Childs. On August 10, 2022, we mailed a copy of the DEFENDANTS' ANSWER and CD with Exhibits to each of: Randy Childs (73 S. College Street; Statesboro, GA, 30458, USA), Prince Preston (440 Matthews Road; Statesboro, GA 30458), and Brian McDonald (208 Spotted Fawn Rd. N.; Statesboro, GA 30461). This a true and correct copy of the set of materials that each Plaintiff has had a copy of.

This day of September 26, 2022.



Wilhelmina Randtke, Defendant
204 Highland Rd.
Statesboro, GA 30458



Edwin Alexander, Defendant
204 Highland Rd.
Statesboro, GA 30458

CERTIFICATE OF SERVICE

I certify that I filed a copy of this REFILING OF DEFENDANTS' ANSWER TO PROVIDE TRUE AND CORRECT COPIES OF EXHIBITS WHICH THE MAGISTRATE COURT OF BULLOCH COUNTY ALTERED with the State Court of Bulloch County and will mail copies to:

Christopher R. Gohagan
12 Siebald Street
Post Office Box 327
Statesboro, Georgia 30459

Brian McDonald
208 Spotted Fawn RD N
Statesboro, GA 30458

R. Matthew Shoemaker
Jones Cork LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P.O. Box 6437
Macon, Georgia 31208-6437

Signed September 26, 2022



Wilhelmina Randtke
204 Highland Rd
Statesboro, GA 30458

**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 tray 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. Wilhemina 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-A425-210-79-447-0

Shonda L Wilkerson
 (Signature of Notary)

Shonda L Wilkerson
 (Signature of Notary)

 (Name of Notary Typed, Stamped, or Printed)

 (Name of Notary Typed, Stamped, or Printed)

Notary Public, State of Georgia

Notary Public, State of Georgia

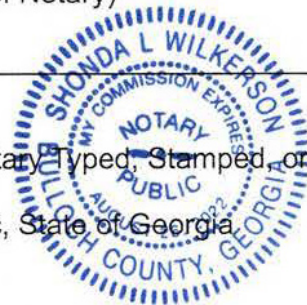


Exhibit A
Contract between Edwin Alexander as customer
and
Brian McDonald as Contractor using name Floors Outlet

Floors Outlet Installation Contract

This Contract for (customer) Edwin Alexander is made effective as of (date): 4/9/2022

Product: Eternity Almond: 12 x 12, Mapei: Hickory

Areas: Kitchen, Living room, Play room, Den, Bedroom, underappan Foyer, laundry room, all 1st floor except ~~to~~ Thron and

1. Description of Services. 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, ~~water~~ ~~water~~ ~~wa~~

- Provide Materials (product name): Eternity Almond 12x12
- Installation services such as, Mapei: Hickory
 - Remove & Dispose existing flooring (if any)
 - Remove and reinstall appliances
 - Remove and reinstall doors (if necessary)
 - Set aside/put back furniture but limited to: Heavy items that customer(s) prefers to be moved
 - Install all of the materials for designated areas
 - Clean area after installation is complete

2. Description of Services (Customer). Customer(s) shall provide access to the location date of install. Customer(s) hereby agrees to provide all services found below,

- Remove any perishable items that includes,
 - Anything that is meant to be stored in shelves, and/or anything that is breakable and is not allowed to be handled by non-other than customer(s)

3. Term. This contract will terminate automatically on 4/30/22
Contractor hereby agrees to provide, all services found below,

- One Year Installation Warranty
- Free Flooring Cleaner for LIFE! (with flooring kit)

Contractor signature: [Signature]

Customer(s) signature: [Signature]

f | outlet floors

Customer: Edwin & Mina **Email:** edwinmendez117@gmail.com

Date/Time 4/8/2022 **Address:** 204 Highland Rd

Cell: (850) 345-0123

Measure for: Eternity Almond 12x12, Grout: Hickory

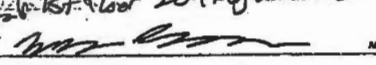
	Unit		\$ Per Unit	Price
Material:				
Tile	1,335	sq. ft	\$ 4.69	\$ 6,261.15
Quarter Round	432	ln. ft.	\$ 0.49	\$ 211.68
Thinset (Mortar)	15	bags	\$ 38.97	\$ 584.55
Grout (Hickory)	14	bags	\$ 25.99	\$ 363.86
Install:				
Tile	1,335	sq. ft	\$ 5.00	\$ 6,675.00
Quarter Round	432	ln. ft.	\$ 1.50	\$ 648.00
Carpet Removal	789	sq. ft	\$ 0.50	\$ 394.50
Laminate Removal	338	sq. ft	\$ 1.00	\$ 338.00
Floor prep				\$ 500.00
Freight				\$ 149.00
New Total: \$16,319.44				
Balance to order materials: \$8,159.72			Tax:	\$ 593.70
Remaining after install: \$8,159.72			Total:	\$ 16,719.44

Paid Balance to order materials on 4/9/22: \$8,159.72

Remaining Balance: \$8,159.72

Exhibit B
Cashed check written April 9, 2022 by
Wilhelmina Randtke to Floors Outlet

Check Number:
1334
Date Posted:
04/11/2022
Check Amount:
8,159.72

WILHELMINA RANDTKE 7030 POTTSBURG DR JACKSONVILLE, FL 32216 PH: 904-724-6446		1334 63-751/631 10588 1000942407238
Pay to the Order of <u>Floors Outlet</u>		<u>April 9, 2022</u> Date
<u>Eight thousand one hundred fifty nine and $\frac{72}{100}$</u>		\$ <u>8,159 $\frac{72}{100}$</u> Dollars
For <u>materials + damp proof on 1st floor</u>		157 Floor 204 Highland Rd 
MICR Line: ⑆063107513⑆ [Redacted] ⑆01334		
041122 2832 0670492 <061100606>SYN		

↳ usbanks directory.com / routing - number
 Synovus bank

↳ 1137 1st Ave ; Columbus, GA
 800-334-9007 31201

Synovus
 keeps records
 for 7 years

Synovus
 Statesboro Branch
 1205 Brampton Ave
 888-796-6887
 2 East Main St
 same phone #

Exhibit C
Inspection Report, December 13, 2021, 204 Highland Rd.

INSPECTION REPORT

**Prepared for: Edwin Alexander
December 13, 2021**



**204 Highland Road
Statesboro, GA**

**JUST-EN TIME INSPECTIONS
MARK JUSTEN
(912) 536-5730**

PURPOSE AND SCOPE OF INSPECTION

While conducting the inspection described herein Just-en Time Inspections has diligently attempted to present an honest and unbiased evaluation of the property in question.

This inspection constitutes a visual examination of the premises for the purpose of determining the condition, at the time of the inspection only, of the accessible portions of the building and related components, systems, and appliances considered to be real property.

Excluded from this inspection are those items considered inaccessible, not visible, optional, and/or considered not to be essential to the occupancy of the building, including, but not limited to:

- Washing machines (including hook-ups and drains)
- Dryers and portable dishwashers
- Window air conditioners, dehumidifiers and humidifiers
- Solar heating systems and portable heating equipment
- Water softeners, conditioners, purifiers, and filters
- Timers and automatic timing devices
- Intercom systems and related equipment
- Fire and burglar alarm systems and related equipment
- Property boundaries, surveys, and easements
- Municipal zoning laws, restrictions, and ordinances
- Drainage, water tables, and flood plains
- Ecological conditions of lakes, ponds, rivers, brooks, and streams
- Geological conditions, mineral deposits, radiation, and molds
- Public services and utilities

THIS IS NOT AN OFFICIAL WOOD INFESTATION REPORT. **We are neither qualified, authorized, nor licensed to inspect for health related molds, mildew, or fungi.** Water, plumbing, and sub-surface sewerage disposal system evaluations do not include underground and/or inaccessible components.


This inspection and report are not intended, or to be considered, as a guarantee or warranty regarding the condition of the property.



This inspection has been conducted as a guide and is not intended to be interpreted as technically exhaustive. This inspection and report is valid for a period of 30 days from the date of the report. By accepting and paying for this report you agree to all of the terms listed in it.




The report is confidential and is the exclusive property of the party or parties for whom it was prepared and is not intended to be used by any third party for any purpose whatsoever.



GROUNDS / EXTERIOR



House Elevation: Multi
Water Supply: Public
Sewerage: Public
Wall Finish: Brick & Wood Siding
Roofing: Architectural Shingles



OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Grade/Slopes		X		THERE ARE SOME AREAS WHERE THE GRADE HAS VERY LITTLE SLOPE.
Hose Bibbs		X		THE FRONT HOSE BIBB DRIPS.
Driveway	X			
Chimney	X			
Roofing	X			
Flashing		X		THERE IS NO VISIBLE FLASHING WHERE THE SHINGLES MEET THE BRICK ON THE FRONT SIDE OF THE HOUSE. 
Roof Vents	X			
Cornice/Fascia		X		THE CORNICE, FASCIA, AND TRIM ARE WEATHERED.


OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				
Screens/Shutters		X		THERE IS LOOSE SCREEN AROUND THE SCREENED PORCH.
Receptacles			X	THE RECEPTACLES ARE NOT GROUND FAULT PROTECTED.
Exterior Doors	X			THE WOOD DOORS ARE WEATHERED.
Windows			X	<p>THERE IS WATER DAMAGE TO SEVERAL OF THE WOOD WINDOWS AOUND THE HOUSE.</p> 


OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				  <p data-bbox="685 1356 1305 1381">ALL OF THE WOOD WINDOWS ARE WEATHERED.</p> 

OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Caulking			X	<p>THERE ARE GAPS AND CRACKS IN THE CAULKING AROUND SOME OF THE WINDOWS AND DOORS.</p> 
Garage Door	X			
Garage Casing	X			
Garage Opener	X			
Steps	X			<p>THERE IS SOME MORTAR MISSING IN THE FRONT STEPS.</p>
Porch Support			X	<p>THERE IS WATER DAMAGE TO THE FRONT PORCH COLUMNS.</p> 
Porch	X			<p>THERE IS SOME MORTAR MISSING IN THE FRONT PORCH BRICK. THE SCREENED PORCH FRAMING IS WEATHERED.</p>

OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				
Brick		X		<p>THERE IS A SETTLING CRACK ABOVE THE FRONT DOOR.</p> 
Wood Siding			X	<p>THERE IS WATER DAMAGE TO THE SIDING ON THE LEFT DORMER.</p>


OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				 <p>THERE IS WATER DAMAGE TO THE SIDING AROUND THE GARGAE.</p>  <p>THE WOOD SIDING IS WEATHERED. THERE IS WATER INTRUSION AND DAMAGE ON THE INTERIOR SIDE OF THE GARAGE WALLS.</p>

OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				 <p>The photographs show the interior of a crawlspace with plywood walls and a concrete floor. The top photo shows a horizontal wooden beam with significant water staining and mold growth along the base of the wall. The middle photo shows a vertical wooden stud with similar staining and mold. The bottom photo shows another section of the wall with extensive water damage and mold at the base.</p>


OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Other			X	<p>THERE IS EXPOSED WIRING ON THE LEFT SIDE OF THE HOUSE NEAR THE HVAC UNIT.</p> 

INTERIOR

DOWNSTAIRS INTERIOR	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Walls	X			THERE ARE SOME SCUFFS AND SCRAPES.
Doors	X			
Ceilings			X	THERE IS DAMAGE AROUND THE FIRE PLACE. THERE ARE AREAS WHERE THERE ARE CRACKS AND/OR DISCOLORATION.
Switches	X			
Receptacles	X			
Windows			X	THE WINDOWS IN THE REAR BEDROOM, DEN, DINING ROOM, AND LIVING ROOM, HAVE LOST THEIR SEALS. THE WINDOWS WOULD NOT OPEN (SAFETY HAZARD IN BEDROOMS, NO MEANS TO EGRESS). THERE ARE WINDOWS THAT ARE DIRTY AND IT WAS HARD TO TELL IF SOME OF THE SEALS WERE BROKEN.
Ceiling Fans	X			
Carpet	X			THERE ARE SOME STAINS.
Floors	X			
Lighting	X			
Other:				I WOULD RECOMMEND A SMOKE ALARM IN THE BEDROOM (SAFETY).



UPSTAIRS INTERIOR	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Walls	X			
Doors	X			
Ceilings		X		THERE ARE AREAS WITH CRACKS AND/OR DISCOLORATION.
Switches	X			
Receptacles	X			
Windows			X	THE WINDOWS WOULD NOT OPEN (SAFETY HAZARD IN BEDROOMS, NO MEANS TO EGRESS). ALL OF THE WINDOWS HAVE LOST THEIR SEALS.
Ceiling Fans	X			
Carpet		X		THERE ARE SOME STAINS. THERE IS SOME GATHERED CARPET.
Floors	X			THERE ARE SOME SQUEAKY AREAS.
Lighting	X			
Other:			X	<p>THE STAIR HAND RAILS AT THE BOTTOM ARE LOOSE. THERE ARE NO HAND RAILS ON THE TOP PORTION OF THE STAIRWELL.</p>  <p>I RECOMMEND A SMOKE ALARM IN EACH BEDROOM (SAFETY).</p>

BATHROOMS

DOWNSTAIRS HALL BATHROOM	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Electrical	X			
GFCI			X	THE RECEPTACLES ARE NOT ROUND FAULT PROTECTED.
Plumbing/Drains			X	THE TUB IS DRAINING SLOW. THE WATER PRESSURE IS WEAK AT THE SINK. THERE ARE RUSTY PLUMBING LINES.
Ceiling/Walls/Flooring			X	THE WINDOW HAS LOST ITS SEAL. THERE IS WATER DAMAGE UNDER THE SINK. 
Sink(s)	X			THE SINK STOPPER IS MISSING.
Tub & Shower	X			

UPSTAIRS HALL BATHROOM	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Electrical	X			
GFCI			X	THE RECEPTACLES ARE NOT GROUND FAULT PROTECTED.
Plumbing/Drains			X	THE TUB IS DRAINING SLOW.
Ceiling/Walls/Flooring			X	THE WINDOW HAS LOST ITS SEAL. THERE IS SOME WATER DAMAGE UNDER THE SINK. THERE ARE SOME RUSTY PLUMBING LINES.
Sink(s)	X			
Tub & Shower	X			

FUNCTIONAL AREAS


KITCHEN	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Plumbing			X	<p>THE SINK FAUCET IS LOOSE. THERE IS SOME RUSTY PLUMBING.</p> 
Walls	X			
Ceiling	X			
Molding	X			
Lighting	X			
Switches	X			
Receptacles			X	<p>THE RECEPTACLES ARE NOT GROUND FAULT PROTECTED.</p>
Cabinets (Exterior)			X	<p>THERE IS WATER DAMAGE UNDER THE SINK AND POSSIBLE FUNGAL GROWTH.</p> 
Counters	X			
Flooring	X			


APPLIANCES	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Cook Top	X			
Exhaust Fan			X	I DO NOT SEE A PLACE FOR THE STOVE VENT TO EXHAUST.
Oven	X			
Dishwasher	X			
Refrigerator	X			
Ice Maker	X			
Disposal			X	THE DISPOSAL IS RUSTY AND THE FLAPS ON THE TOP SIDE ARE MISSING AND/OR TORN.
Other				

GAS LOG FIRE PLACE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Damper	X			
Chimney/Needs Cleaning			X	THE CHIMNEY NEEDS TO BE CLEANED.
Fire Brick	X			
Gas Logs				THERE IS NO GAS.
Gas Start				THERE IS NO GAS.
Cracks	X			

MASTER / UTILITIES

Heating: Manufacturer: G.E. 4 ton 1993
 Trane 1 ½ ton 2015
Type: Electric
 Heat Pump
Cooling: Manufacturer: G.E. 4 ton 1993
 Trane 1 ½ ton 2015
Type: Electric
Location of Unit(s): Exterior/Interior

HEATING / COOLING	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Operation	X			I COULD NOT TEST THE AIR CONDITIONING BECAUSE THE TEMPERATURE HAS BEEN BELOW 55 DEGREES IN THE PAST 24 HOURS. THE ARE G.E. SYSTEM IS OLDER AND AT THE END OF ITS LIFE EXPECTANCY.
Filters	X			
Returns	X			
Vents/Registers	X			
Duct Work	X			THERE IS DUCT WORK THAT CANNOT BE ACCESSED.
Other		X		THERE IS A GAP IN THE REFRIGERANT LINE INSULATION ON THE EXTERIOR.  THERE ARE WATER STAINS IN THE MECHANICAL CLOSET.


HEATING / COOLING	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				

Temp. Readings: Level1: Heat 107 Cool Return 67
Temp. Readings: Level2: Heat 115 Cool Return 62

Water Heater: 2007 Manufacturer: Whirlpool Ext. Capacity 40 Gallons
Type: Electric

WATER HEATER	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Rust	X			
Electric Service	X			
Leaks	X			
Temp/Press Release	X			
Operation	X			


Electrical: Underground Location of Box: Hall
 Main Disconnect: 200 Amps Service Line: Aluminum
 240 Volt Lines: Aluminum & Copper 120 Volt Line: Copper

ELECTRICAL	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Breakers			X	THERE IS A BREAKER THAT IS RUNNING MORE THAN ONE CIRCUIT. 
Ground	X			
Sub Panel(s)				
AFCI/GFCI				
Other		X		THE PANEL IS NOT LABELED.

ATTIC

Roof Construction: 2X8 16OC & 2X8 24 OC
 Sheathing: Plywood

ATTIC	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Access			X	<p>THE ACCESS LADDER IN THE GARAGE IS BROKEN AND HAS NOT BEEN CUT TO FIT AT THE BOTTOM.</p>  <p>THE ACCESS HATCHES IN THE UPSTAIRS ARE NOT INSULATED AND THE ONE ON THE CEILING IS BROKEN.</p>  <p>IT WAS NOT SAFE TO ENTER THE LOWER ATTIC IN THE UPSTAIRS, I COULD NOT SEE THE FRAMING TO WALK ON.</p>
Plumbing Vents	X			
Moisture	X			
Wiring	X			

ATTIC	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Electrical Junctions	X			
Ventilation		X		THERE IS LIMITED VENTILATION IN THE LOWER ATTIC OF THE UPSTAIRS.
Insulation		X		<p>THE INSULATION HAS SETTLED IN THE UPPER ATTIC AND MORE MAY NEED TO BE ADDED FOR EFFICIENCY.</p> 

It is understood and agreed that should company and/or employees be found liable for any loss or damages resulting from a failure to perform any of its obligations, including but not limited to negligence, breach of contract, or otherwise, then the liability of company and/or its agents or employees shall be limited to a sum equal to the amount of the fee paid by the customer for the inspection and report. By accepting and paying for this report you agree to all of the terms listed in it.

Exhibit D

Water shut off key pricing.

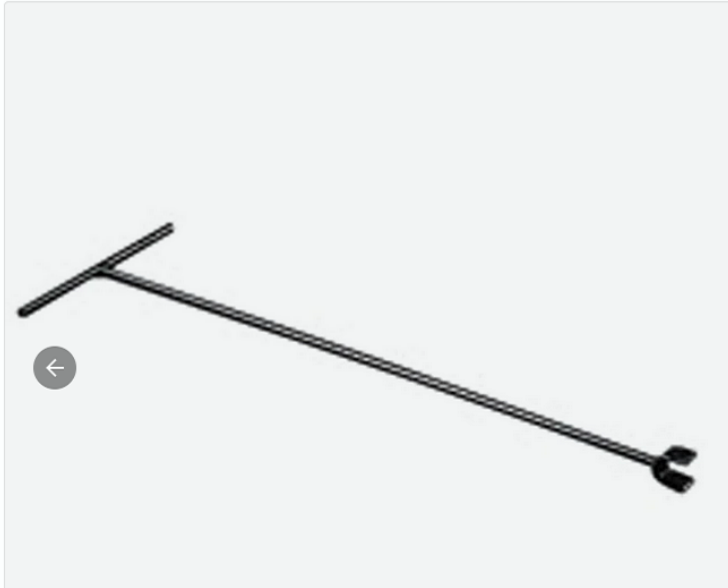
The water shut off key was 12.68. After tax
that is 13.69.

Lawn & Garden / Irrigation / Irrigation Repair / Underground Irrigation Tools

Orbit Water Shut-Off Curb Key

Item #166341 Model #53246

Shop Orbit ★★★★★ 361



BESTSELLER

\$12.68

- Open and close meters and underground stop and waste valves
- 28 in. long
- Steel construction

- 1 +

Add to Cart



Free Store & Curbside Pickup
31 Available today at **Atlanta-Edgewood Lowe's**
Aisle 17 | Bay 43



Delivery
Free with \$45 Order
Get it by **Tue, Aug 2**

Exhibit E.
Credit Card Statement Showing Purchase of Water Shut Off
Key on May 30, 2022 for \$13.69



P.O. BOX 15204
WILMINGTON, DE 19850

Customer Service Information:

www.bankofamerica.com
1.800.421.2110

Mail billing inquiries to:

Bank of America
P.O. Box 672050
Dallas TX 75267-2050

Mail payment to:

Bank of America
P.O. Box 660710
Dallas TX 75266-0710

EDWIN ALEXANDER
IRENE LAUDERMAN ALEXANDER
2119 NW 29TH AVE
GAINESVILLE FL 32605-2915

Visa Signature®

Account# [REDACTED]
May 26 - June 25, 2022

Account Summary

Previous Balance \$2,218.64
Payments and Other Credits -\$2,247.72
Purchases and Adjustments \$2,455.66
Fees Charged \$0.00
Interest Charged \$0.00

New Balance Total \$2,426.58
Total Credit Line \$21,000.00
Total Credit Available \$18,573.42
Cash Credit Line \$4,200.00
Portion of Credit Available
for Cash \$4,200.00
Statement Closing Date 06/25/2022
Days in Billing Cycle 31

Payment Information

New Balance Total \$2,426.58
Current Payment Due \$25.00

Total Minimum Payment Due \$25.00
Payment Due Date 07/22/2022

Late Payment Warning: If we do not receive your Total Minimum Payment by the date listed above, you may have to pay a late fee of up to **\$39.00** and your APRs may be increased up to the Penalty APR of **29.99%**.
Total Minimum Payment Warning: If you make only the Total Minimum Payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will payoff the balance shown on this statement in about	And you will end up paying an estimated total of
Only the Total Minimum Payment	12 years	\$4,407.00
\$82.00	36 months	\$2,952.00 (Savings = \$1,455.00)

If you would like information about credit counseling services, call 866.300.5238.

BANK OF AMERICA
P.O. BOX 660710
DALLAS TX 75266-0710

Account Number: [REDACTED]

New Balance Total \$2,426.58
Total Minimum Payment Due \$25.00
Payment Due Date 07/22/2022

EDWIN ALEXANDER
IRENE LAUDERMAN ALEXANDER
2119 NW 29TH AVE
GAINESVILLE FL 32605-2915

Enter payment amount \$ [REDACTED]

For change of address/phone number, see reverse side.
Make your payment online at www.bankofamerica.com or

Mail this coupon along with your check payable to: Bank of America

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

PAYING INTEREST - We will not charge interest on Purchases on the next statement if you pay the New Balance Total in full by the Payment Due Date, and you had paid in full by the previous Payment Due Date. We will begin charging interest on Balance Transfers and Cash Advances on the transaction date.

TOTAL INTEREST CHARGE COMPUTATION - Interest Charges accrue and are compounded on a daily basis. To determine the Interest Charges, we multiply each Balance Subject to Interest Rate by its applicable Daily Periodic Rate and that result is multiplied by the number of days in the billing cycle. To determine the total Interest Charge for the billing cycle, we add the Periodic Rate Interest Charges together. A Daily Periodic Rate is calculated by dividing an Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS - Payments are allocated to posted balances. If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first (including transactions made after this statement). Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

IMPORTANT INFORMATION ABOUT PAYMENTS BY PHONE - When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. To cancel, call us before the scheduled payment date. Same day payments cannot be edited or canceled.

YOUR CREDIT LINES - The Total Credit Line is the amount of credit available for the account; however, only a portion of that is available for Bank Cash Advances. The Cash Credit Line is that amount you have available for Bank Cash Advances. Generally, Bank Cash Advances consist of ATM Cash Advances, Over the Counter (OTC) Cash Advances, Same-Day Online Cash Advances, Overdraft Protection Cash Advances, Cash Equivalents, and applicable transaction fees.

MISCELLANEOUS - Promotional Rate End Date: This date is based on a future statement closing date. If you change your payment due date, this date could change. The New Balance Total which appears on this statement is not a payoff amount and may be subject to additional interest charges when you pay in full after your statement closing date. Please contact the customer service number located on the front of this statement for a pay-off amount. Virtual cards are the digital form of your eligible physical credit cards stored within a digital wallet.

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CALCULATION OF BALANCES SUBJECT TO INTEREST RATE

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to an Interest Rate for Purchases and for each Introductory or Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Purchases, new Account Fees, and new Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Introductory or Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre Cycle balance" - a Pre-Cycle balance is a Balance Transfer or a Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Balance Transfers, new Cash Advances and Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance: (1) we take the beginning balance attributable solely to Pre-Cycle balance (which will be zero on the transaction date of the first Pre-Cycle balance); (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) and add only the applicable Pre-Cycle balances and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

For the complete terms and conditions of your account, consult your Credit Card Agreement. This account is issued and administered by Bank of America. Bank of America is a registered trademark of Bank of America Corporation.

PAYMENTS We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance portion of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Central. Credit for any other payments may be delayed up to five days. Cash payments made with our tellers will only be accepted with a valid identification (ID).

No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

Change of Address/Phone number: Online at www.bankofamerica.com

Please do not add any written communication in this space.

Transactions

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
Payments and Other Credits						
05/26	05/26	PAYMENT - THANK YOU	4008	0371	-2,218.64	
05/31	06/01	PROGRESSIVE *INSURANCE 800-776-4737 OH	7590	0371	-29.08	
TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD						-\$2,247.72
Purchases and Adjustments						
05/27	05/28	WM SUPERCENTER #3877 GAINESVILLE FL	9980	0371	15.00	
05/30	05/31	ACE HARDWARE STATESBORO STATESBORO GA	0205	0371	63.45	
05/30	06/01	LOWES #00177* STATESBORO GA	2815	0371	54.99	
05/30	06/01	LOWES #00177* STATESBORO GA	3011	0371	13.69	
05/30	06/01	FOODWORLD # 792 STATESBORO GA	6936	0371	23.75	
05/31	06/01	A CHILDS DREAM PRESCHOOL 561-302-4495 FL	0380	0371	215.00	
06/01	06/02	BUMBLEBEES* BUMBLEBEES bumblebeeschiGA	2131	0371	435.00	
06/01	06/02	SQ *HUDSON PLUMBING INC Statesboro GA	0089	0371	306.98	
06/01	06/03	ALDI 76085 STAESBORO GA	1226	0371	71.90	
06/02	06/03	FOOD LION #2825 STATESBORO GA	1094	0371	23.47	
06/03	06/04	ACE HARDWARE STATESBORO STATESBORO GA	0278	0371	3.88	
06/05	06/06	TRACTOR SUPPLY CO #1563 STATESBORO GA	3921	0371	86.39	
06/05	06/07	FOODWORLD # 793 STATESBORO GA	1963	0371	12.34	
06/06	06/07	A CHILDS DREAM PRESCHOOL 561-302-4495 FL	3234	0371	215.00	
06/08	06/08	MED*UF HEALTH 888-766-8154 FL	6379	0371	153.45	
06/07	06/09	ALDI 74119 GAINESVILLE FL	4267	0371	8.98	
06/11	06/13	O'REILLY AUTO PARTS 6388 STATESBORO GA	7250	0371	6.47	
06/12	06/13	PIGGLY WIGGLY #62 NAHUNTA GA	7671	0371	1.03	
06/13	06/15	ALDI 74119 GAINESVILLE FL	4884	0371	58.79	
06/14	06/15	NORTHLAND CABLE TELEVI 8002485421 WA	3909	0371	55.12	
06/15	06/16	BUMBLEBEES* BUMBLEBEES bumblebeeschiGA	6829	0371	135.00	
06/15	06/16	JENKINS KIA OF GAINESVIL GAINESVILLE FL	0139	0371	6.10	
06/17	06/18	BUMBLEBEES* BUMBLEBEES bumblebeeschiGA	4279	0371	135.00	
06/17	06/18	PEDIATRIC ASSOCIATES - A 818-996-6000 FL	0165	0371	20.62	
06/18	06/18	MED*UF HEALTH 888-766-8154 FL	3782	0371	48.12	
06/18	06/20	AMAZON.COM*RZ4IJ00B3 AMZNAMZN.COM/BILLWA	3239	0371	68.56	
06/18	06/20	LOWES #02365* GAINESVILLE FL	5665	0371	23.50	
06/19	06/20	COX GAINESVILLE COMM 800-234-3993 FL	4022	0371	97.90	
06/19	06/21	KINGS KOUNTRY PRODUCE STARKE FL	1407	0371	25.64	
06/20	06/21	OLD NAVY US 5750 GAINESVILLE FL	3723	0371	3.21	
06/20	06/22	ALDI 74109 GAINESVILLE FL	6085	0371	67.33	
TOTAL PURCHASES AND ADJUSTMENTS FOR THIS PERIOD						\$2,455.66
Interest Charged						
06/25	06/25	INTEREST CHARGED ON PURCHASES			0.00	
06/25	06/25	INTEREST CHARGED ON BALANCE TRANSFERS			0.00	
06/25	06/25	INTEREST CHARGED ON DIR DEP&CHK CASHADV			0.00	
06/25	06/25	INTEREST CHARGED ON BANK CASH ADVANCES			0.00	
TOTAL INTEREST CHARGED FOR THIS PERIOD						\$0.00

2022 Totals Year-to-Date	
Total fees charged in 2022	\$0.00
Total interest charged in 2022	\$0.00

Interest Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Promotional Rate End Date	Balance Subject to Interest Rate	Interest Charges by Transaction Type
Purchases	12.99%V				\$ 0.00	\$ 0.00
Balance Transfers	12.99%V				\$ 0.00	\$ 0.00
Direct Deposit and Check Cash Advances	17.74%V				\$ 0.00	\$ 0.00
Bank Cash Advances	19.99%V				\$ 0.00	\$ 0.00

APR Type Definitions Daily Interest Rate Type: V= Variable Rate (rate may vary)

Important Messages

You can request a copy of this statement in either Braille or Large Print by calling 800.432.1000 or going to bankofamerica.com and enter Visually Impaired Access from the home page.

Your Reward Summary

24.26	Base Cash Back Earned
4.45	Category Bonus Earned
21.79	Relationship Bonus Earned
280.32	Total Cash Back Available

Make the most of your rewards program today!

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Exhibit F.
Hudson Plumbing Receipt for Repair of Damaged
Washer Hookups



HUDSON PLUMBING INC

P.O. Box 477
Statesboro, GA 30459-0477
(912) 489-4254

012058

Customer's Order No. Edwin Alexander Date 1 2022
 Name Edwin Alexander
 Address 204 Highland Drive
Statesboro Ga Phone/Cell:

SOLD BY CASH C.O.D. CHARGE ON ACCT MDSE RETD PAID OUT LAYAWAY

QUAN.	DESCRIPTION	PRICE	AMOUNT
	Repaired leaks on cut-off valves at washer.		Total labor \$ 296. ⁰⁰
	Checked ice water connection + cut on water. <u>PAID</u>		
	Replaced pop up drain assembly + traps on lavatory downstairs.		
	Repaired floor leak on front of house		
	Installed bath faucet		
	<small>All claims and returned goods MUST be accompanied by this bill</small>	TAX \$	1.00
RECEIVED BY	<u>Edwin Alexander</u>	TOTAL	296.00

9/1/22 Thank You and processing fee 10.38
306.98

Exhibit G.
Business card for Jose's Flooring, a subcontractor of "Shannon
Warren's company".

The only flooring company you can trust... #1

Jose's Flooring

912-245-3861

Jose Eduardo Gonzalez

Owner

Vidalia, GA

Laminate . Carpet. Tile. Wood. Vinyl

Exhibit H1.

Email chain with Subject Line "Following up from Saturday, could you pass us the Floors Outlet license info?"



Wilhelmina Randtke <randtke@gmail.com>

Following up from Saturday, could you pass us the Floors Outlet license info?

Brian McDonald <brian@floors-outlet.com>
To: Wilhelmina Randtke <randtke@gmail.com>

Wed, Jun 29, 2022 at 12:34 PM

Just touching base to see if you are going to allow us the opportunity to come fix what is wrong with job. We haven't heard from you in some time and are trying to put a plan together.

Thank you,
Brian McDonald
Owner
Floors Outlet
o 912-225-9911
c 912-243-5477
[1267 Northside Drive E](#)
[Statesboro, GA 30458](#)

On Fri, Jun 24, 2022 at 8:04 AM Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

Thank you for providing a certificate of insurance for your and Floors Outlet's partners.

This helps me to know how much I am gambling if I am required to give Floors Outlet a chance to fix things. I have had another contractor to see the floor and have contacted others. If it turns out that I am required to give Floors Outlet the opportunity to complete the work, then I will ask for an updated certificate of insurance as part of that process.

Once I have a replacement contractor, and a plan, I will be in touch about finances.

As a reminder, you are required to provide the name of all applicable insurers for Floors Outlet related to my potential claim. For both our reference, the contract was signed April 9, 2022, and your subcontractors were in my house May 23-30.

-Wilhelmina

On Tue, Jun 21, 2022, 8:34 PM Brian McDonald <brian@floors-outlet.com> wrote:

Wilhelmina,

Per our conversation on Saturday, we tried to contact you via phone about our insurance information. We called between 12:00pm and 1:00pm as you requested because of your work. We are sending you a COI as an attachment to this email and would like to speak with you about moving forward. We will try to call you again tomorrow between the same times.

image0.jpeg

Sent from my iPhone

On Jun 18, 2022, at 1:47 PM, Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

I'm following up on this. You have said you will not address issues nor complete the install. Nevertheless, for me get the floor corrected by another contractor, my understanding is that I may be required to formally give you the opportunity to fix problems. Because of the amount of damage done to walls, appliances, kitchen cabinets, and doors, I want to know what insurance coverage you have so that I know how much I am gambling if you send subcontractors back in the house.

I want to remind you that you have 30 days from June 6 to give me all applicable insurance information that covers the damage your subcontractors already did and that would cover workers you might send to do additional work. See <https://law.justia.com/codes/georgia/2020/title-33/chapter-3/section-33-3-28/> .

-Wilhelmina

On Mon, Jun 6, 2022 at 10:16 AM Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

Good morning. On Saturday, we'd come by and asked to see the license and insurance info for Floors Outlet. I know you had said that you will not file a claim, because it will impact premiums, but could you still provide the license information, so we can check on it?

Also, what is Caleb and Shannon's last name, or the name they are using to contract with you?

Thanks so much for any assistance.

-Wilhelmina

Exhibit H2.

This is the image0.jpeg attachment to the June 21, 2022 email in the chain. This shows that P3 Flooring purchased an insurance policy on June 18, 2022. While Brian McDonald stated in the email that it was a certificate of insurance for Floors Outlet, it does not list Floors Outlet as covered.



P3FLO-1

OP ID: KT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of GA, LLC dba Glenn/Davis & Associates 23452 Hwy 80 East Statesboro, GA 30461 Nash Davis - Reassigned Book	912-489-3716		CONTACT NAME: Sean P. Davis PHONE (A/C, No, Ext): 912-489-3716 FAX (A/C, No): 912-489-3717 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Owners Insurance Co</td> <td>32700</td> </tr> <tr> <td>INSURER B: Technology Insurance Company</td> <td>42376</td> </tr> <tr> <td>INSURER C: Auto-Owners Insurance Co.</td> <td>18988</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Owners Insurance Co	32700	INSURER B: Technology Insurance Company	42376	INSURER C: Auto-Owners Insurance Co.	18988	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: Owners Insurance Co	32700															
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INSURER C: Auto-Owners Insurance Co.	18988															
INSURER D:																
INSURER E:																
INSURER F:																
INSURED P3 Flooring, LLC, dba Contractor Wholesale Floors & MoFlo LLC 440 Mathews Road Statesboro, GA 30458																

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			80260222	06/18/2022	06/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5026338100	02/04/2022	02/04/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			5026338101	06/18/2022	06/18/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TES4015815	10/23/2021	10/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Wilhelmina Alexander
204 Highland Rd
Statesboro, GA 30458

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Exhibit I.

Email with subject line "Final Pay Request" and
attachment scanned image0.jpeg



Wilhelmina Randtke <randtke@gmail.com>

Final Pay Request

Brian McDonald <brian@floors-outlet.com>
To: randtke@gmail.com

Tue, Jun 7, 2022 at 12:56 PM

We have determined that against industry standards that your job is all but 10% satisfactory. Please find your adjusted invoice with your 10% deduction. Please remit payment immediately.

Thank you,

Brian McDonald
Floors Outlet
o 912-225-9911
c 912-243-5477
1267 Northside Drive E
Statesboro, GA 30458

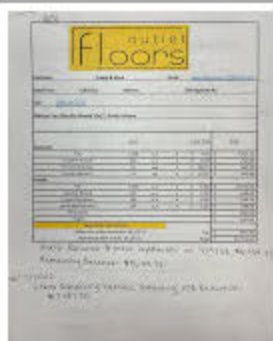
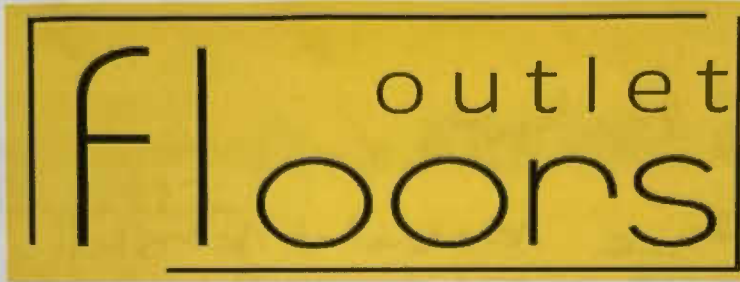


image0.jpeg
688K

Josh



Customer: Edwin & Mina Email: edwinalexander127@gmail.com

Date/Time: 4/8/2022 Address: 204 Highland Rd

Cell: [\(850\)-345-6123](tel:(850)-345-6123)

Measure for: Eternity Almond 12x12, Grout: Hickory

Material:	Unit			\$ Per Unit	Price
Tile	1,335	sq. ft	x	\$ 4.69	\$ 6,261.15
Quarter Round	432	ln. ft.	x	\$ 0.49	\$ 211.68
Thinset (Mortar)	15	bags	x	\$ 38.97	\$ 584.55
Grout (Hickory)	14	bags	x	\$ 25.99	\$ 363.86
Install:					
Tile	1,335	sq. ft	x	\$ 5.00	\$ 6,675.00
Quarter Round	432	ln. ft.	x	\$ 1.50	\$ 648.00
Carpet Removal	789	sq. ft	x	\$ 0.50	\$ 394.50
Laminate Removal	338	sq. ft	x	\$ 1.00	\$ 338.00
Floor prep					\$ 500.00
Freight					\$ 149.00
New Total: \$16,319.44					
Balance to order materials: \$8,159.72				Tax:	\$ 593.70
Remaining after install: \$8,159.72				Total:	\$ 16,719.44

Paid Balance to order materials on 4/9/22: \$8,159.72

Remaining Balance: \$8,159.72

6/7/2022

↳ New Remaining balance reflecting 10% Reduction:
\$7,487.50

Exhibit J.
Email chain with subject line "Final Pay Request".



Wilhelmina Randtke <randtke@gmail.com>

Final Pay Request

Wilhelmina Randtke <randtke@gmail.com>
To: Brian McDonald <brian@floors-outlet.com>
Cc: Edwin Alexander <edwinalexander127@gmail.com>

Sat, Jun 18, 2022 at 4:51 PM

Brian,

You, your business partner Prince Preston, and Shannon Warren owner of your subcontractor all viewed the extensive problems with the floor and damage to other things when you came to my house on June 6. Nevertheless, in the interests of documenting, here are examples of the bad install and damage: https://drive.google.com/file/d/1y_xbfeN89Azl1x83n2A48JEdKlvKaCfL/view?usp=sharing (filename 2022_06_18_picsOfFloorsOutletBotchedTileInstallPics.pdf). These are examples but not a photograph of every problem. For example, all edges are jagged, and all walls are dirtied and smeared. Jagged edges, cracks, incomplete grout, and lippage is everywhere. I am unsure of how to photograph extensive lippage, so I don't have pics of that, but you came and saw it.

These are the issues I will have to get addressed.

Please let me know how many spare tiles you have, so that I know how much flexibility there is to salvage things, if it's salvageable. My understanding is that due to extensive lippage everywhere, that it's not salvageable.

-Wilhelmina

On Wed, Jun 15, 2022 at 6:17 PM Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

I contracted with you to install tile. You subcontracted that to a company that subcontracted it out to someone who did not have the skills. Nevertheless, my contract is with you, not with your subcontractor's subcontractors. I contracted for the tile installation, which you are now saying that you will not provide.

I will look for another contractor who can assess the tile installation. As you know, and as you described to me, a tear out is more expensive than installation. The tile installation, even if you had completed it, is below industry standards due to the amount of lippage, tiles being broken into pieces before installation and broken pieces installed next to one another to make a square, edges being broken into shape rather than cut into shape when partial tiles were needed near walls and thresholds such that there are holes in the floor along the edge of the quarterround, and misalignment. You botched the install, strung me along (I still have furniture in a converted carport that floods because you said you needed the time to work with your subcontractor to install grout, you never complete grout on what is there, and I had to keep the floor clear to allow you access to grout). Now you are saying you are leaving and still wish to bill me when we both know that the cost to fix this and bring it up to a minimum standard is potentially more than the dollar amount of the original contract. I'm not going to pay at this time. Payment was due 2 days after install, and you are saying that you will not provide the install.

I have to find another contractor to assess the situation and either complete the job or tear out and properly install an equivalent tile. That's on short notice to me. Because I can't move in until this is resolved, I definitely intend to find someone to provide the install as quickly as I can.

I also will find someone to repair damage to walls, kitchen cabinets, and doors, that your subcontractors did.

This is short notice. After I have found a contractor to do the work, I will be in touch about my additional costs, due to you not providing the service. At that time, we can discuss dollar amounts and what is owed to who.

-Wilhelmina

On Tue, Jun 14, 2022 at 11:02 AM Brian McDonald <brian@floors-outlet.com> wrote:

Wilhelmina,

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.

Thank you,
Brian McDonald
Owner
Floors Outlet
o 912-225-9911
c 912-243-5477
1267 Northside Drive E
Statesboro, GA 30458

On Tue, Jun 14, 2022 at 8:41 AM Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

There are 3 issues here:

- 1) I contracted with you for a tile install meeting industry standards, which you did not provide. I do not accept the price reduction of \$672.22 indicated on your adjusted invoice. Even if you adjusted by 10%, I still do not accept it. I want an installation that meets industry minimums. That's what we contracted for, and you have not delivered it.
- 2) You did not complete the botched tile install. There are large gaps in the grout in every room. This means I can't move furniture in, since I then will have to move it out to allow grouting. I have had the house clear from May 23, the first day of installation, until present. I realize that your subcontractor, Shannon Warren's company, abandoned the install after you paid them, but I have a contract with you and not with your subcontractor. You also have the extra tile and grout, and you have the materials needed to complete the botched install. Quarterround installation was never completed. Shannon Warren's company subcontracted that to Jose's Flooring, but Jose's Flooring could not complete the install due to the amount of grout caked onto the baseboards which interfered with quarterround install.
- 3) Your subcontractors did a lot of damage to things that weren't the floor. They smeared grout and thinset on every wall. It's extensive. There is grout and thinset caked on the baseboards. They broken the large hole in the dining room wall by rehanging doors without hinge doorstops and putting the door knob through the wall. That needs a patch and paint. They ripped chunks off the kitchen cabinet doors, which I've tried to repair by rebuilding the missing chunks, but now someone has to do a paint match and repaint doors.

Do you intend to fix the install and bring it up to a minimum industry standard?

Do you intend to complete the install by grouting and finishing quarterround install?

Do you intend to get thinset and grout off the walls and baseboards, fix the dry wall hole and do a paint match, and do a paint match to the kitchen cabinet door?

\$672.22 is not enough for me to fix these problems. I refuse you making this adjustment to the scope of work and price.

I will remind you that payment is due 2 days after installation is completed.

-Wilhelmina Randtke

On Mon, Jun 13, 2022 at 9:35 AM Brian McDonald <brian@floors-outlet.com> wrote:

Wilhelmina,

Please remit payment for the adjusted invoice immediately.

Thank you,
Brian McDonald
Owner
Floors Outlet

o 912-225-9911
c 912-243-5477
1267 Northside Drive E
Statesboro, GA 30458

On Sun, Jun 12, 2022 at 9:03 AM Wilhelmina Randtke <randtke@gmail.com> wrote:

Brian,

Before we signed this contract, you said you were licensed and insured as a general contractor through your business partner at 440 Matthews Rd. License no RLCO001318 is associated with 440 Matthews Rd.

When you came and saw the install on June 1 and 2, you thought the floor was a tear out. Problems include tile consistently misaligned to walls throughout the house, lippage throughout the house, excessive lippage in the kitchen where when I left for work at 7:50am no tile had been laid and when I came back at noon your installers were humping furniture across freshly laid tile, tiles broken before install and then broken pieces installed next to one another to make a square, wet saw not used so that edges of "cut" tiles are broken and chipped rather than cut, jagged edges so uneven that gaps show from underneath the quarterround, quarterround installation not complete due to the amount of grout smeared on the baseboards preventing quarterround installation, tiles not fully grouted with numerous holes in the grout and several missing sections of grout more than 4 inches long, cracked tile installed prominently at bathroom thresholds, grout and thinset smeared on the walls, a large hole in the dry wall from reinstalling doors but not reinstalling hinge door stops, damage to appliance hook ups, damage to the refrigerator from the ice tray being put in the sink and flooring stuff put in it, chunks ripped off the kitchen cabinet doors, grout and thinset smeared on bathroom and kitchen counters. On June 4, when we came to the store, you said that your plan going forward was that you would have Shannon do a tear out and a different installer reinstall, and that you didn't want to make an insurance claim because you didn't want rates to go up. You described what that would look like with concrete dust, covering doorways with plastic to prevent dust spread, and disconnecting and sealing off air conditioner ducts to keep dust from damaging the ductwork.

Because of the amount of damage done when Shannon and Caleb, your subcontractors were here, and the potential to damage the slab during a tear out, I'd asked for insurance information to be able to contact the insurance company and verify coverage. On Monday, your business partner Prince Preston told me you are not licensed and insured as a general contractor. asked me what check he would have to write to make me go away, then said he would sue me.

I still don't know what companies you subcontracted this out to. I don't believe that Shannon Warren and Caleb Warren are real names. And Shannon Warren subcontracted out to other subcontractors. It's risky for me to have people working without workers compensation coverage, and to have potential damage to the house without insurance coverage. General contractor required insurance is supposed to be in place to handle those risks. You not having insurance that you said you had is a big change. Please let me know what companies you subcontracted to that have had employees in the house, and please let me know what insurance coverage applies. The lack of insurance and licensing is a big change and I am uncomfortable with it. If I let you all back in to fix problems with the install now that you've told me you don't have insurance, then I've accepted that change, and I don't want to risk holding the bill for injuries or structural damage.

Meanwhile, the installation is not completed. At all previous times, you said that the payment was due 2 days after installation.

-Wilhelmina

On Tue, Jun 7, 2022 at 12:56 PM Brian McDonald <brian@floors-outlet.com> wrote:

We have determined that against industry standards that your job is all but 10% satisfactory. Please find your adjusted invoice with your 10% deduction. Please remit payment immediately.

Thank you,

Brian McDonald
Floors Outlet



o 912-225-9911
c 912-243-5477
1267 Northside Drive E
Statesboro, GA 30458

Exhibit K.
Email with the Bulloch County Superior Court.



Wilhelmina Randtke <randtke@gmail.com>

Request to check on a fictitious name registration / dba

Raymond, Jennifer <Jennifer.Raymond@gsccca.org>
To: "randtke@gmail.com" <randtke@gmail.com>

Wed, Jul 20, 2022 at 9:24 AM

Good morning,

A trade name in referenced to "Floors Outlet" has not been located in our records.

From: Wilhelmina Randtke [randtke@gmail.com]
Sent: Tuesday, July 19, 2022 8:09 PM
To: clerkinfo@bullochcounty.net
Cc: Edwin Alexander
Subject: Re: Request to check on a fictitious name registration / dba

Clerk of the Superior Court for Bulloch County,

I wanted to follow up on this request for any fictitious name registration for "Floors Outlet" in Bulloch County. I had phone called, and confirmed that there is no registration for this fictitious name. Is it possible for me to get a certification that a diligent search was performed and no record was found?

I want to be able to show this hearsay exemption <https://law.justia.com/codes/georgia/2020/title-24/chapter-8/article-1/section-24-8-803/> "absence of public record or entry" and it sounds like I would be able to get something from the court confirming that a search for a "Floors Outlet" fictitious name registration did not find any such registration.

Thank you for any assistance. I will try phoning this week to ask how I can request a certification that no fictitious name registration is on file.

Best,

-Wilhelmina Randtke

850-345-6123

On Tue, Jun 21, 2022 at 10:35 AM Wilhelmina Randtke <randtke@gmail.com> wrote:

Clerk of the Superior Court for Bulloch County,

I would like to know whether there has ever been a fictitious name registration for "Floors Outlet" in Bulloch County, and to get copies of any responsive records.

I believe that if there is a fictitious name registration, it would have been registered between August 2019 and present.

It is possible that a fictitious name registration could have been registered between February 2015 and present.

Thank you in advance for any assistance locating any records that might match.

Best,

-Wilhelmina Randtke

850-345-6123

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Exhibit L.
Brian McDonald's business card.

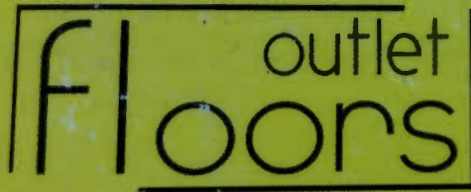
Front:



Back:



Exhibit M.
Josh White's Floors Outlet business card.



Josh White
SALES REPRESENTATIVE



1267 Northside Dr. E
Statesboro, GA 30458



912-225-9911



678-232-3817



jcwhite1103@gmail.com



floorsoutlet.online

Exhibit N.

Floors Outlet website screenshot showing Brian McDonald listed as owner.

GET TO KNOW OUR TEAM:



Brian McDonald

Owner/Manager

Many of you may know Brian as the one and only “Mo” .. Brian is our main man here at Floors Outlet and he is truly one of a kind. Brian makes it impossible for you to leave our store without a smile on your face. He loves meeting and connecting with people and comes up with new ideas every day to make Statesboro a better place. So far, Brian has sponsored drives for Fostering Bulloch to collect donations and raise awareness for the less fortunate children in our area. Another project is in the works to raise funds for the Humane Society of Statesboro, and Brian plans on using his platform here to hold many more drives for charity organizations in our area. Brian is also a firm believer that money spent in Bulloch County should stay in Bulloch County and should not be sent elsewhere leaving our town empty handed. He guarantees that a dollar spent here at Floors Outlet will be a dollar reinvested into the city of Statesboro.



Exhibit O.

Floors Outlet 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. However, this business license shows ownership close in time to when Floors Outlet damaged our house, and shows it is owned in partnership by Brian McDonald, Prince Preston, and Randy Childs.



CITY OF STATESBORO, GA

50 E MAIN ST STATESBORO, GA 30458
PO BOX 348 STATESBORO, GA 30459
912-764-5468

BUSINESS LICENSE CERTIFICATE

Business Name: MOFLO LLC
DBA: FLOORS OUTLET

Business Location: 1267 NORTHSIDE DR E
STATESBORO, GA 30458

Owner: RANDY CHILDS/PRINCE PRESTON/ BRIAN MCD

License Number: BL-002537-2019

Issued Date: 6/1/2022

Expiration Date: 12/31/2022

Mailing Address: 1267 NORTHSIDE DR E

License Type: OCCUPATIONAL TAX CERTIFICATE

Classification: FLOORING CONTRACTORS

Fees Paid: \$ 148.50

A handwritten signature in blue ink that reads "Josh Harden".

City Clerk


This license is not transferable and is subject to be revoked if abused.

TO BE POSTED IN A CONSPICUOUS PLACE

Exhibit P.

Search results showing Floors Outlet did not carry the legally required workers compensation insurance on April 9, 2022 when it made the contract.

Employer	FEIN	Address
State * Georgia	Coverage Date * 04/09/2022	
Employer Name * Floors Outlet	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	

 **No results found**

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'an','or','the' in the "contains" search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.

Address Search Tips

- Confirm the spelling of the Employer Address.
- Suite Numbers may be entered in Address Line 2.
- Address Search accepts partial addresses.

Not able to find the information required? This does not necessarily mean that coverage does not exist. For additional help with verifying workers' compensation coverage in Georgia call our Coverage Verification Unit at **404-656-3692** or **800-743-5456**.


Limitation of Information

Coverage will be represented as of the date entered only. For any other coverage information, please call our Coverage Verification Unit.

Exhibit Q.

Screenshot of search results showing that Mo Flo LLC did not have the legally required workers compensation on April 9, nor May 23-31, 2022.

Employer	FEIN	Address
State * Georgia	Coverage Date * 04/09/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	

 **No results found**

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'an','or','the' in the "contains" search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.

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Limitation of Information

Coverage will be represented as of the date entered only. For any other coverage information, please call our Coverage Verification Unit.

Georgia State Board Of Workers Compensation



Employer	FEIN	Address
State * Georgia	Coverage Date * 05/23/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	

No results found

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'an' or 'the' in the "contains" search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.

Address Search Tips

- Confirm the spelling of the Employer Address.
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Limitation of Information

Coverage will be represented as of the date entered only. For any other coverage information, please call our Coverage Verification Unit.



Georgia State Board Of Workers Compensation

Employer	FEIN	Address
State * Georgia	Coverage Date * 05/24/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	

No results found

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'an','or','the' in the "contains" search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.

Address Search Tips

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Limitation of Information

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Employer		FEIN	Address
State *	Georgia	Coverage Date *	05/25/2022
Employer Name *	Mo Flo LLC		
<input type="button" value="SEARCH"/> <input type="button" value="CLEAR"/>		<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	

 **No results found**

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'a', 'or', 'the' in the "contains" search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.

Address Search Tips


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Limitation of Information

Coverage will be represented as of the date entered only. For any other coverage information, please call our Coverage Verification Unit.

Employer	FEIN	Address
State * Georgia	Coverage Date * 05/26/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains	<input type="radio"/> Starts With
<input type="button" value="SEARCH"/> <input type="button" value="CLEAR"/>		



No results found

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'air','or','the' in the "contains" search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.

Address Search Tips


- Confirm the spelling of the Employer Address.
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Limitation of Information

Coverage will be represented as of the date entered only. For any other coverage information, please call our Coverage Verification Unit.

Employer	FEIN	Address
State * Georgia	Coverage Date * 05/27/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/> <input type="button" value="CLEAR"/>		



No results found

Name Search Tips

- Confirm the spelling of the Employer Name.
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Limitation of Information

Coverage will be represented as of the date entered only. For any other coverage information, please call our Coverage Verification Unit.



Georgia State Board Of Workers Compensation

Employer	FEIN	Address
State * Georgia	Coverage Date * 05/28/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	

No results found

Name Search Tips

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'an', 'or', 'the' in the 'contains' search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.

Address Search Tips


- Confirm the spelling of the Employer Address.
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Limitation of Information

Coverage will be represented as of the date entered only. For any other coverage information, please call our Coverage Verification Unit.

Employer	FEIN	Address
State * Georgia	Coverage Date * 05/31/2022	
Employer Name * Mo Flo LLC	<input checked="" type="radio"/> Contains <input type="radio"/> Starts With	
<input type="button" value="SEARCH"/>	<input type="button" value="CLEAR"/>	

 **No results found**

Name Search Tips

- Confirm the spelling of the Employer Name.
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Limitation of Information

Coverage will be represented as of the date entered only. For any other coverage information, please call our Coverage Verification Unit.

Exhibit R.

Open records request to the City of Statesboro showing Floors Outlet did not have the required business license from Jan. 1, 2022 and May 31, 2022 to be able to legally operate the storefront at 1267 Northside Drive East.



Wilhelmina Randtke <randtke@gmail.com>

Open Records

Open Records <openrecordsofficer@statesboroga.gov>
To: Wilhelmina Randtke <randtke@gmail.com>

Wed, Jul 27, 2022 at 2:19 PM

Good afternoon,
All of our licenses expire on the 31st of December each year.

Robin Demshar
City of Statesboro
Records Manager
912-764-0634

On Wed, Jul 27, 2022 at 1:04 PM Wilhelmina Randtke <randtke@gmail.com> wrote:
Robin Demshar,

Thank you so much!

Could you tell me when the previous license expired, and help me to know whether they were operating legally when they signed the contract with me on April 9, 2022?

This is really important, because that is great news for me. If they were operating illegally, then they cannot put a lien on my house. So, if there was no business license on file, then I want to be able to show in court that there was no business license on file.

Best,
-Wilhelmina Randtke
850-345-6123

On Wed, Jul 27, 2022 at 10:37 AM Open Records <openrecordsofficer@statesboroga.gov> wrote:
They did not renew their license until June 1, 2022.

Thank you
Robin Demshar
City of Statesboro
Records Manager
912-764-0634

On Wed, Jul 27, 2022 at 10:30 AM Wilhelmina Randtke <randtke@gmail.com> wrote:
Robin Demshar,

Do you have the license that was on file as of April 9, 2022?

Best,
-Wilhelmina Randtke

On Wed, Jul 27, 2022 at 9:17 AM Open Records <openrecordsofficer@statesboroga.gov> wrote:

Good morning,
I have attached the business license we have on file for Floors Outlet. We do not know anything about "Shannon Warren's Company" If they were subcontracted out, they don't have to have a City of Statesboro business license if they are from out of town.

Thank you
Robin Demshar
City of Statesboro
Records Manager
912-764-0634

On Wed, Jul 27, 2022 at 8:29 AM Wilhelmina Randtke <randtke@gmail.com> wrote:
Robin Demshar,

I attached a signed open records request requesting any business license on file from April 20 June 2022 for "Floors Outlet" or for "Shannon Warren's company".

Best,
-Wilhelmina Randtke
850-345-6123

On Fri, Jun 24, 2022 at 12:42 PM Open Records <openrecordsofficer@statesboroga.gov> wrote:

Good afternoon,
I am just following up to see if you would still like to turn in a records request for a business license for Outlet flooring. If you do not wish to submit a request, you can disregard this email. If you have any questions you are welcome to contact me via email or phone, whichever is easiest for you.

Have a great weekend.

Robin Demshar
City of Statesboro
Records Manager
912-764-0634

On Thu, Jun 23, 2022 at 8:31 AM Open Records <openrecordsofficer@statesboroga.gov> wrote:

Good morning,

Our tax department forwarded an email from you asking for a business license for Floors outlet. I have attached a records request form to this email, if you could fill it out and send it back to me at this email address I will get that processed for you. If you are looking for a business license make sure that you put "a business license for the name of the business", and the year that you are looking for.

I am sorry that I have to ask this of you, but with open records we have to follow a certain process. If you have any questions please don't hesitate to contact me.

Thank you
Robin Demshar
City of Statesboro
Records Manager
912-764-0634

Exhibit S.

Email chain to verify Floors Outlet's insurance. On June 15, 2022, the insurance agent, Sean Davis wrote, "Our insured denies any claimable event or liability and that they could be entering into legal proceedings against you ." Floors Outlet told the insurance company that we did not have any contract, in order to prevent us being able to verify insurance coverage. We requested this in the context of the contractor's right to repair to be able to know how much risk we would take if we followed the right to repair steps to allow us to sue Floors Outlet.



Wilhelmina Randtke <randtke@gmail.com>

Checking on policy number TES4015815 to Floors Outlet: What is current coverage as of June 13, 2022 and coverage as of April 9, 2022?

Sean Davis <Sean.Davis@assuredpartners.com> Wed, Jun 15, 2022 at 6:50 PM
To: Wilhelmina Randtke <randtke@gmail.com>
Cc: April Cowart <April.Cowart@assuredpartners.com>, Edwin Alexander <edwinalexander127@gmail.com>, Nash Davis <Nash.Davis@assuredpartners.com>

In case you do not understand . We will comply with any written request or verifiable request and report any verifiable claim or written claim. We are not bound to give out private information with no proof. Our insured denies any claimable event or liability and that they could be entering into legal proceedings against you . For all I know this is an internet scam or cyber attack against my client . We always comply with Ga insurance code I suggest you do the same I will forward this in writing to your personal address tomorrow so you can verify at least one of us is a real person with good intentions.

Get [Outlook for iOS](#)

From: Wilhelmina Randtke <randtke@gmail.com>
Sent: Wednesday, June 15, 2022 6:31:06 PM
To: Sean Davis <Sean.Davis@Assuredpartners.com>
Cc: April Cowart <April.Cowart@assuredpartners.com>; Edwin Alexander <edwinalexander127@gmail.com>; Nash Davis <Nash.Davis@assuredpartners.com>
Subject: Re: Checking on policy number TES4015815 to Floors Outlet: What is current coverage as of June 13, 2022 and coverage as of April 9, 2022?

Sean,

Could you look below, and verify that that is your license and address?

-Wilhelmina

Individual Consumer Inquiry for the State of Georgia



DAVIS, SEAN P
National Producer Number: 6764321

Business Address	ASSUREDPARTNERS OF GEORGIA, LLC 23452 US HIGHWAY 80 E STATESBORO, GA 30461-0844
Phone	912-489-3716

Licenses

License Type	License Number	Original Issue Date	Status	Effective Date	Expiration Date
Resident Agent	457974	09-09-1993	Active	09-09-1993	10-31-2022
Qualifications (Authorized Lines of Insurance)					
Qualification Type		Original Issue Date	Status	Effective Date	
Agent - Property		09-09-1993	Active	09-09-1993	
Agent - Casualty		09-09-1993	Active	09-09-1993	

Agent - Life	09-09-1993	Active	09-09-1993
Agent - Accident & Sickness	09-09-1993	Active	09-09-1993

Affiliations/Appointments

NAIC 22667	<p>Company Name ACE American Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>12-30-2008</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	12-30-2008	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	12-30-2008							
20702	<p>ACE Fire Underwriters Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>01-15-2009</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	01-15-2009	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	01-15-2009							
20699	<p>ACE Property and Casualty Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>01-15-2009</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	01-15-2009	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	01-15-2009							
33898	<p>Aegis Security Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>12-12-2017</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	12-12-2017	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	12-12-2017							
95094	<p>Aetna Health Inc.</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>02-22-2001</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	02-22-2001	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	02-22-2001							
72052	<p>Aetna Health Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>02-22-2001</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	02-22-2001	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	02-22-2001							
60054	<p>Aetna Life Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>02-22-2001</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	02-22-2001	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	02-22-2001							
20222	<p>All America Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>11-26-2019</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	11-26-2019	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	11-26-2019							
10127	<p>Allied Insurance Company of America</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>01-27-2015</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	01-27-2015	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	01-27-2015							
42579	<p>Allied Property and Casualty Insurance Company</p> <p>Appointments</p> <table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td></td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active		
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active								

	No LOA	Active	01-12-2012	
29688	Allstate Fire and Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-28-2017	
19240	Allstate Indemnity Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-28-2017	
19232	Allstate Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-28-2017	
36455	Allstate Northbrook Indemnity Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-28-2017	
17230	Allstate Property & Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-28-2017	
37907	Allstate Vehicle and Property Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-28-2017	
19100	AMCO Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-12-2012	
12548	American Agri-Business Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	01-31-2014	03-22-2016
20427	American Casualty Company of Reading Pennsylvania			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-12-2020	
19690	American Economy Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	12-01-1998	10-15-2021
24066	American Fire & Casualty Company			

	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>09-27-2008</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	09-27-2008	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	09-27-2008							
60534	American Heritage Life Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>08-26-2020</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	08-26-2020	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	08-26-2020							
31895	American Interstate Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>01-30-2002</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	01-30-2002	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	01-30-2002							
23469	American Modern Home Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>06-09-2020</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	06-09-2020	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	06-09-2020							
19615	American Reliable Insurance Company								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	08-05-2008	07-28-2021						
19992	American Select Insurance Company								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	08-02-2017							
19704	American States Insurance Company								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	12-01-1998	10-15-2021						
37214	American States Preferred Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Inactive</td> <td>02-12-2004</td> <td>10-18-2016</td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Inactive	02-12-2004	10-18-2016
Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	02-12-2004	10-18-2016						
10872	American Strategic Insurance Corp.								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	04-15-2014	01-12-2021						
40142	American Zurich Insurance Company								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	12-31-2004							
42390	AmGUARD Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>05-28-2022</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	05-28-2022	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	05-28-2022							
15954	AmTrust Insurance Company								

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-21-2015	
28207	Anthem Insurance Companies, Inc.			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	07-24-2018	
11072	ASI Home Insurance Corp.			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-29-2019	
18988	Auto-Owners Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-28-2002	
61190	Auto-Owners Life Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-28-2002	
15911	Berkley Casualty Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-12-2021	
20044	Berkshire Hathaway Homestate Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-20-2015	
54801	Blue Cross and Blue Shield of Georgia, Inc.			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	03-02-2017	08-26-2019
96962	Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-02-2017	
10335	Bridgefield Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-07-2002	
16713	Buckeye State Mutual Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	05-24-2013	07-09-2019
11697	Businessfirst Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-24-2015	
10472	Capitol Indemnity Corporation			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	06-11-2012	06-01-2018
10510	Carolina Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-12-2021	
20230	Central Mutual Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	11-26-2019	
25089	Coast National Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	03-19-2008	11-21-2019
20443	Continental Casualty Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-12-2020	
18961	Crestbrook Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-14-2022	
10855	Cypress Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	07-26-2011	
21164	Dairyland Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-05-2017	
42587	Depositors Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-12-2012	
25402	Employers Assurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-11-2011	
11512	Employers Compensation Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-15-2016	
21458	Employers Insurance Company of Wausau			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-22-2015	
10346	Employers Preferred Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-11-2011	
11252	Encompass Home and Auto Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-24-2003	
15130	Encompass Indemnity Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	07-18-2003	
11251	Encompass Independent Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	07-11-2020	
10071	Encompass Insurance Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	10-07-2003	12-27-2018
10072	Encompass Property & Casualty Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-24-2003	
11045	Excelsior Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-27-2008	
40169	Farmers Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	11-25-2015	
26298	Farmers Property and Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	11-25-2015	
41483	Farmington Casualty Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-26-2010	
10178	FCCI Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-12-2017	
24724	First National Insurance Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	07-10-1998	10-15-2021
10859	First Nonprofit Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-21-2015	
11185	Foremost Insurance Company Grand Rapids, Michigan			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	11-09-1998	
11800	Foremost Property and Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	11-13-2012	08-29-2018
41513	Foremost Signature Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	11-13-2012	08-29-2018
24732	General Insurance Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	07-10-1998	10-15-2021
25984	Graphic Arts Mutual Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-10-2013	
97217	Greater Georgia Life Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-02-2017	
19530	Hallmark National Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	07-08-2009	07-06-2016
23582	Harleysville Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-20-2013	
35696	Harleysville Preferred Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-20-2013	
26182	Harleysville Worcester Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-20-2013	
70815	Hartford Life & Accident Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-15-2021	
14407	Heritage Property & Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-18-2018	
26638	Home-Owners Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-13-2012	
17221	Homesite Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-24-2020	
43575	Indemnity Insurance Company of North America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	12-30-2008	
27847	Insurance Company of The West			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	11-19-2018	
42404	Liberty Insurance Corporation			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-06-2015	
23035	Liberty Mutual Fire Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-22-2015	
23043	Liberty Mutual Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-06-2015	
33600	LM Insurance Corporation			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-06-2015	
29939	Main Street America Assurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-17-2012	
13026	Main Street America Protection Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-25-2017	
38970	Markel Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-23-2009	
39950	Metropolitan General Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	11-25-2015	12-30-2021
27138	Midvale Indemnity Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-26-2020	
32506	Monroe Guaranty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-12-2017	
82538	National Health Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	12-01-2021	
12114	National Security Fire and Casualty Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-16-2018	
15474	National Summit Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	05-27-2008	05-10-2016
20141	National Trust Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-12-2017	
26093	Nationwide Affinity Insurance Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-14-2022	
28223	Nationwide Agribusiness Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-31-2013	
10723	Nationwide Assurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-27-2020	
23760	Nationwide General Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-10-2018	
25453	Nationwide Insurance Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-27-2020	
10948	Nationwide Insurance Company of Florida			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-14-2022	
23787	Nationwide Mutual Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-20-2013	
37877	Nationwide Property and Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-27-2020	
14788	NGM Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-17-2012	
31470	NorGuard Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-28-2022	
24104	Ohio Farmers Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-15-2021	
24082	Ohio Security Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-27-2008	
40231	Old Dominion Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-17-2012	
17558	Old Guard Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	11-11-2020	
32700	Owners Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-28-2002	
22748	Pacific Employers Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-18-2015	
67466	Pacific Life Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-26-2021	
23442	Patriot General Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-05-2017	
18139	Peak Property and Casualty Insurance Corporation			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-05-2017	
18333	Peerless Indemnity Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	09-27-2008	10-18-2016
24198	Peerless Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-27-2008	
18058	Philadelphia Indemnity Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-09-2013	
18619	Platte River Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	06-11-2012	06-01-2018
71161	Principal National Life Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-20-2021	
24252	Progressive American Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	05-23-2000	11-21-2016
17350	Progressive Bayside Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-31-2017	
42994	Progressive Classic Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-23-2000	
12302	Progressive Freedom Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-01-2021	
35190	Progressive Mountain Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-06-2006	
37834	Progressive Preferred Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	05-31-2017	12-07-2021
32905	Property-Owners Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-13-2012	
12475	Republic-Franklin Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-10-2013	
13056	RLI Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-21-2001	
12491	Rochdale Insurance Company of New York, New York			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	10-21-2015	11-11-2020
24740	Safeco Insurance Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	07-10-1998	
39012	Safeco Insurance Company of Illinois			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	07-10-1998	05-27-2022
11215	Safeco Insurance Company of Indiana			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-31-2022	
11071	Safeco Insurance Company of Oregon			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	02-16-2021	05-27-2022
24759	Safeco National Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	01-25-2021	05-27-2022
19879	Security National Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-21-2015	
22985	Sequoia Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-13-2019	
37141	Southern General Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-21-2004	
69019	Standard Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-12-2018	
40045	StarNet Insurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-12-2021	
25135	State Automobile Mutual Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-11-2021	
42376	Technology Insurance Company, Inc.			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-21-2015	
69396	Texas Life Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	03-21-2018	01-11-2019
19062	The Automobile Insurance Company of Hartford, Connecticut			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-21-2011	
25615	The Charter Oak Fire Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-26-2010	
28665	The Cincinnati Casualty Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-26-2021	
23280	The Cincinnati Indemnity Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-26-2021	
10677	The Cincinnati Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-26-2021	
35289	The Continental Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-12-2020	
33588	The First Liberty Insurance Corporation			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-06-2015	
65676	The Lincoln National Life Insurance Company			

	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	06-17-2021	02-22-2022						
23515	The Midwestern Indemnity Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>09-27-2008</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	09-27-2008	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	09-27-2008							
24171	The Netherlands Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>09-27-2008</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	09-27-2008	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	09-27-2008							
24074	The Ohio Casualty Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>09-27-2008</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	09-27-2008	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	09-27-2008							
25623	The Phoenix Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>03-26-2010</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	03-26-2010	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	03-26-2010							
27998	The Travelers Home and Marine Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>01-21-2011</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	01-21-2011	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	01-21-2011							
25658	The Travelers Indemnity Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>04-19-2018</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	04-19-2018	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	04-19-2018							
25666	The Travelers Indemnity Company of America								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>03-26-2010</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	03-26-2010	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	03-26-2010							
25682	The Travelers Indemnity Company of Connecticut								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>03-26-2010</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	03-26-2010	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	03-26-2010							
13242	Titan Indemnity Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Inactive</td> <td>05-13-2016</td> <td>04-03-2017</td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Inactive	05-13-2016	04-03-2017
Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	05-13-2016	04-03-2017						
44300	Tower Insurance Company of New York								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Inactive</td> <td>11-20-2013</td> <td>09-02-2016</td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Inactive	11-20-2013	09-02-2016
Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	11-20-2013	09-02-2016						
43702	Tower National Insurance Company								

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	11-20-2013	09-02-2016
86231	Transamerica Life Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-02-2021	
19038	Travelers Casualty and Surety Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-26-2010	
31194	Travelers Casualty and Surety Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-24-2011	
19046	Travelers Casualty Insurance Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-26-2010	
38130	Travelers Personal Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-14-2019	
25674	Travelers Property Casualty Company of America			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-26-2010	
36161	Travelers Property Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	08-13-2014	
21113	United States Fire Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-18-2016	
10861	Universal Property & Casualty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-21-2013	
25976	Utica Mutual Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-10-2013	
10687	Utica National Assurance Company			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-10-2013	
13998	Utica National Insurance Company of Ohio			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-28-2017	
43478	Utica National Insurance Company of Texas			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-10-2013	
42889	Victoria Fire and Casualty Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	05-13-2016	11-10-2016
10105	Victoria Select Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	05-13-2016	04-03-2017
10777	Victoria Specialty Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	05-13-2016	04-03-2017
25011	Wesco Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-21-2015	
44393	West American Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-27-2008	
10030	Westchester Fire Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-29-2015	
13188	Western Surety Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-17-1998	
16447	Westfield Champion Insurance Company			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	11-11-2020	
24112	Westfield Insurance Company			

	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>08-02-2017</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	08-02-2017	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	08-02-2017							
24120	Westfield National Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>08-02-2017</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	08-02-2017	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	08-02-2017							
16450	Westfield Premier Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>11-11-2020</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	11-11-2020	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	11-11-2020							
16449	Westfield Superior Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>11-11-2020</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	11-11-2020	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	11-11-2020							
16448	Westfield Touchstone Insurance Company								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>11-11-2020</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	11-11-2020	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	11-11-2020							

CE Compliance Summary

CE Review Date: 10-31-2022

Type of CE	Satisfied?
Resident Agent	No

On Wed, Jun 15, 2022 at 6:21 PM Sean Davis <Sean.Davis@assuredpartners.com> wrote:

You can forward to contractor

Get [Outlook for iOS](#)

From: Wilhelmina Randtke <randtke@gmail.com>
Sent: Wednesday, June 15, 2022 6:19:47 PM
To: Sean Davis <Sean.Davis@Assuredpartners.com>
Cc: April Cowart <April.Cowart@assuredpartners.com>; Edwin Alexander <edwinalexander127@gmail.com>; Nash Davis <Nash.Davis@assuredpartners.com>
Subject: Re: Checking on policy number TES4015815 to Floors Outlet: What is current coverage as of June 13, 2022 and coverage as of April 9, 2022?

Sean,

Please give me your address for the certified letter.

-Wilhelmina

On Wed, Jun 15, 2022 at 6:11 PM Sean Davis <Sean.Davis@assuredpartners.com> wrote:

THIS CONVERSATION IS OVER !

If you wish to come by our office and submit a claim in writing that is fine, we will turn it in to the carrier . Besides that Your legal counsel should understand procedure from this point forward. And from this point forward all correspondence at the agency level will need to come through me and me only .

Get [Outlook for iOS](#)

From: Wilhelmina Randtke <randtke@gmail.com>

Sent: Wednesday, June 15, 2022 5:47:17 PM

To: April Cowart <April.Cowart@assuredpartners.com>

Cc: Edwin Alexander <edwinalexander127@gmail.com>; Nash Davis <Nash.Davis@assuredpartners.com>; Sean Davis <Sean.Davis@Assuredpartners.com>

Subject: Re: Checking on policy number TES4015815 to Floors Outlet: What is current coverage as of June 13, 2022 and coverage as of April 9, 2022?

I want you to comply with this <https://law.justia.com/codes/georgia/2020/title-33/chapter-3/section-33-3-28/>

-Wilhelmina

On Wed, Jun 15, 2022, 4:51 PM Wilhelmina Randtke <randtke@gmail.com> wrote:

April,

I have asked for a confirmation of insurance coverage.

At this time, my understanding is that Floors Outlet can put a lien on my house because they have a statement saying that I owe money. Meanwhile, Floors Outlet did not provide the install and damaged many other things. Before I proceed with trying to have repairs done, my understanding is that I may be required to give Floors Outlet 30 days to fix what they broke and to provide the installation. That involves them coming back in the house and doing additional damage. Because of the signed contract, I still have this relationship where I may be forced to have them working in my house.

That is why I am requesting the confirmation of insurance coverage. Because I am not free of them, and I want to know what I am gambling.

Will you provide the confirmation of coverage?

Best,

-Wilhelmina

On Wed, Jun 15, 2022 at 4:33 PM April Cowart <April.Cowart@assuredpartners.com> wrote:

Dear Ms. Randtke:

Per our telephone conversation and your email, thank you for bringing this situation to our attention. We have spoken with our insured, Floor Outlet. Floor Outlet has advised us not to file a claim.

I realize this is a difficult situation. You may want to file a claim under your homeowners insurance. If you should need anything further please contact Floors Outlet.

Thank you.



April Cowart, CISR

Claims Manager

d: 9126234047

From: Wilhelmina Randtke <randtke@gmail.com>
Sent: Monday, June 13, 2022 4:19 PM
To: April Cowart <April.Cowart@assuredpartners.com>
Cc: Edwin Alexander <edwinalexander127@gmail.com>
Subject: Checking on policy number TES4015815 to Floors Outlet: What is current coverage as of June 13, 2022 and coverage as of April 9, 2022?

April Cowart,

I want to verify insurance coverage information for Floors Outlet insured under policy no. TES4015815. Attached is a contract showing that they contracted to install flooring in my house with employees or subcontractors in my house.

When I made this contract, Brian McDonald of Floors Outlet said he was licensed and insured as a general contractor, and I was able to verify license no. RLCO001318 with the state.

Floors Outlet subcontracted the job to "Shannon Warren's company". Shannon Warren subcontracted the work to two subcontractors, Caleb Warren and Jose's Flooring. Caleb Warren installed the tile badly, to where the edges of tile do not lie flat and so the floor is uneven, edges are broken rather than cut into shape, and they cracked and broke tiles then installed the cracked pieces together next to one another to make a square. They also broke holes in the dry wall that are fairly big, like needing a drywall patch then painting and not just spackling, and ripped off pieces of the kitchen cabinets. Floors Outlet also paid the subcontractor before the work was complete, and the subcontractor abandoned grouting and quarterround install. Meanwhile, Floors Outlet has the supplies, like spare tile and grout, and I am in limbo trying to keep the floor clear. When I had approached Floors Outlet about the problems, Brian McDonald told me that the plan was to have Shannon Warren's company do a tear out, and then to have another subcontractor install tile correctly. He told me and my husband (Edwin Alexander, cc'ed) this on June 1, 2, and 4.

On June 4 and 6, I requested from Floors Outlet the general contractor insurance information, since a tear out of tile on a concrete slab can cause structural damage, and because of the amount of damage to the walls and kitchen cabinets that was done by the installers. Floors Outlet has still never given me insurance information. I found your information by searching the Georgia Workers Compensation coverage information at <https://www.ewccv.com/cvs/search?ref=https://sbwc.georgia.gov/> and phone called the insurance

company, which referred me to you as the agent.

I have requested from the state of Georgia whether Floors Outlet is a dba under general contractor license no. RLCO001318. I am pretty sure they are not, and instead they currently occupy the street address where that contractor used to be registered.

On June 4, Brian McDonald told me that Floors Outlet would come out of pocket for the tear out and install, instead of making an insurance claim because they did not want rates to go up. On June 6, I emailed and repeated the request for an insurance claim. On June 6 at noon, I met with Brian McDonald, Prince Preston who has consistently been referred to as Brian's business partner, and "Shannon Warren". I showed the bad install and extra damage and said that I needed to verify insurance coverage before they fix the floor, and that that is because of the amount of damage that they can do to other things. Prince Preston told me they are not licensed as a general contractor. Prince Preston asked me what check he had to write for me to go away, I asked for insurance information again, then Prince Preston said he didn't have to show me insurance information and he would not fix nor complete the install. The three men surrounded me and ordered me to get a checkbook and write the check. I had removed all valuables from the house before meeting them, and I told them this, and they didn't search the house. Prince Preston said he would sue me for the balance of the money and would not do any additional work to complete or fix the install.

I paid half up front. Now, I need the other half to find a contractor to assess the work and see whether it is salvageable versus a tear out and proceed accordingly, and to fix dry wall holes. The half I didn't pay is due 2 days after installation is complete, and they have told me that they will not complete the installation (grout and quarterround are not completed, and because of no grout I can't move items or furniture in or else I have to be ready to move them out on short notice and without grout tile edges can chip so I can't move around much in there in case of damaging things).

I am worried they will say the installation is complete and then put a lien on the house. If they were operating illegally, such as not having appropriate workers compensation, that helps me to oppose a lien.

I want to check whether Floors Outlet was insured to do flooring installation as of the date of the contract. If they are operating illegally, then that can help me to challenge their ability to put the lien on. I want to know whether their workers compensation coverage covered construction work or installation as of the date of the contract (April 9, 2022) versus just office work.

I also want to know what coverage there is for damaging things while they are in the house, and to check whether that applies to their subcontractors. Floors Outlet has told me they will not deliver a completed installation, but before I hire someone else, in order to get out of the contract, I may have to give them the chance to complete the install with a formal notice and letting them in. Before, they told me they were a general contractor, and if I have them back now that I know that they aren't, then I am worried that I have accepted lack of licensing and lack of insurance coverage. I want to know what I risk losing if they break other things or do structural damage or get injured or hurt me.

Thank you for any assistance showing coverage.

-Wilhelmina Randtke

----- Forwarded message -----

From: **Edwin Alexander** <edwinalexander127@gmail.com>
Date: Mon, Apr 11, 2022 at 1:26 PM
Subject: Floors Outlets Docs Scanned 4/11/22
To: Wilhelmina Randtke <randtke@gmail.com>

Hi Willa,

I did not send 6 with this email.

If you want, I can send it encrypted.

Edwin

Exhibit T.

Screenshot of FAQ from Happy Floors tile website stating, "Happy Floors does not sell direct to the public. However, our products can be purchased at any of our nationwide dealers."

No, Happy Floors does not carry any products that contain lead.

Samples & Purchasing

Where can I purchase Happy Floors products?

Happy Floors products can be purchased at any of our nationwide dealers. To find a showroom near you, visit our [Dealer Locator](#).

Can I purchase directly from Happy Floors?

Happy Floors does not sell direct to the public. However, our products can be purchased at any of our nationwide dealers. To find a showroom near you, visit our [Dealer Locator](#).

How do I become a Happy Floors dealer?

To sell Happy Floors product, fill out our [Become a Dealer form](#).

Can I order a sample from Happy Floors?

Samples can be requested through any of our nationwide dealers. To find a showroom near you, visit our [Dealer form](#).

How long will it take to receive my sample?

Samples are shipped within 72 hours of the request being placed. Shipping

Exhibit U

Photos of damage and unworkmanlike install.

Tiles installed broken.	2
Lippage	5
Jagged edges.	23
Tile installed over paper backing from vinyl floor	36
Misalignment.	37
Tiles installed chipped.	39
Grout color varies.	40
Grout holes.	41
Broken kitchen cabinets	46
Wall hole	49
Thinset on brick porch	50
Grout on walls.	61
Grout cured on top of tiles.	69
Grout and thinset on sofas.	74
Flooring materials dumped in refrigerator ice tray.	75

Tiles installed broken.

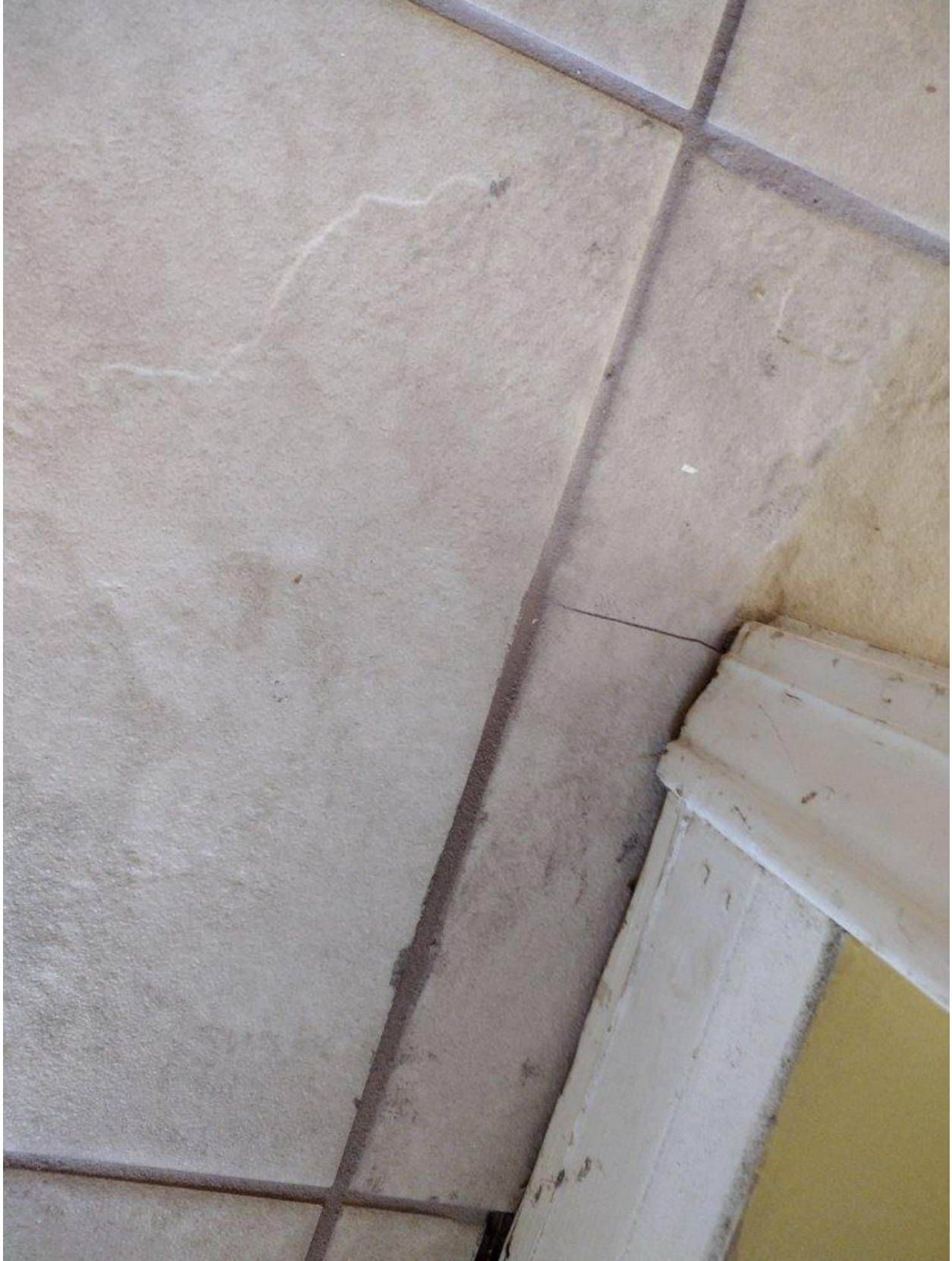
Tiles broken, then broken pieces installed next to one another to make a square



Tiles installed broken, Photo 1.



Tiles installed broken, Photo 2.



Tiles installed broken, Photo 3.

Lippage



Lippage, Photo 1.



Lippage, Photo 2.



Lippage, Photo 3.



Lippage, Photo 4.



Lippage, Photo 5.



Lippage, Photo 6.



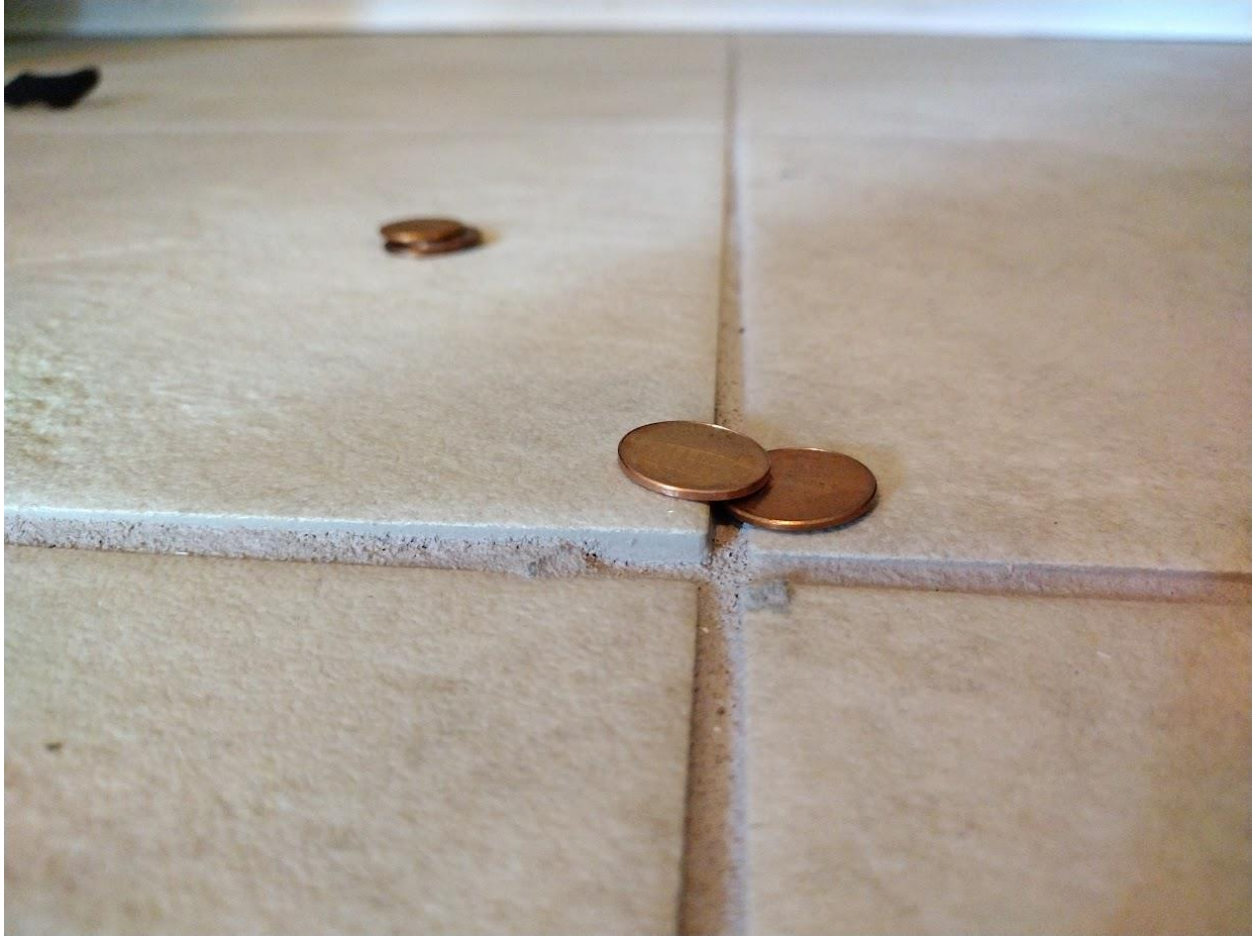
Lippage, Photo 7.



Lippage, Photo 8.



Lippage, Photo 9.



Lippage, Photo 10.



Lippage, Photo 5.



Lippage, Photo 6.

Lippage prevents quarterround from laying properly. Quarterround is flat to the wall, but not to the floor.



Lippage, Photo 7.



Lippage, Photo 8.



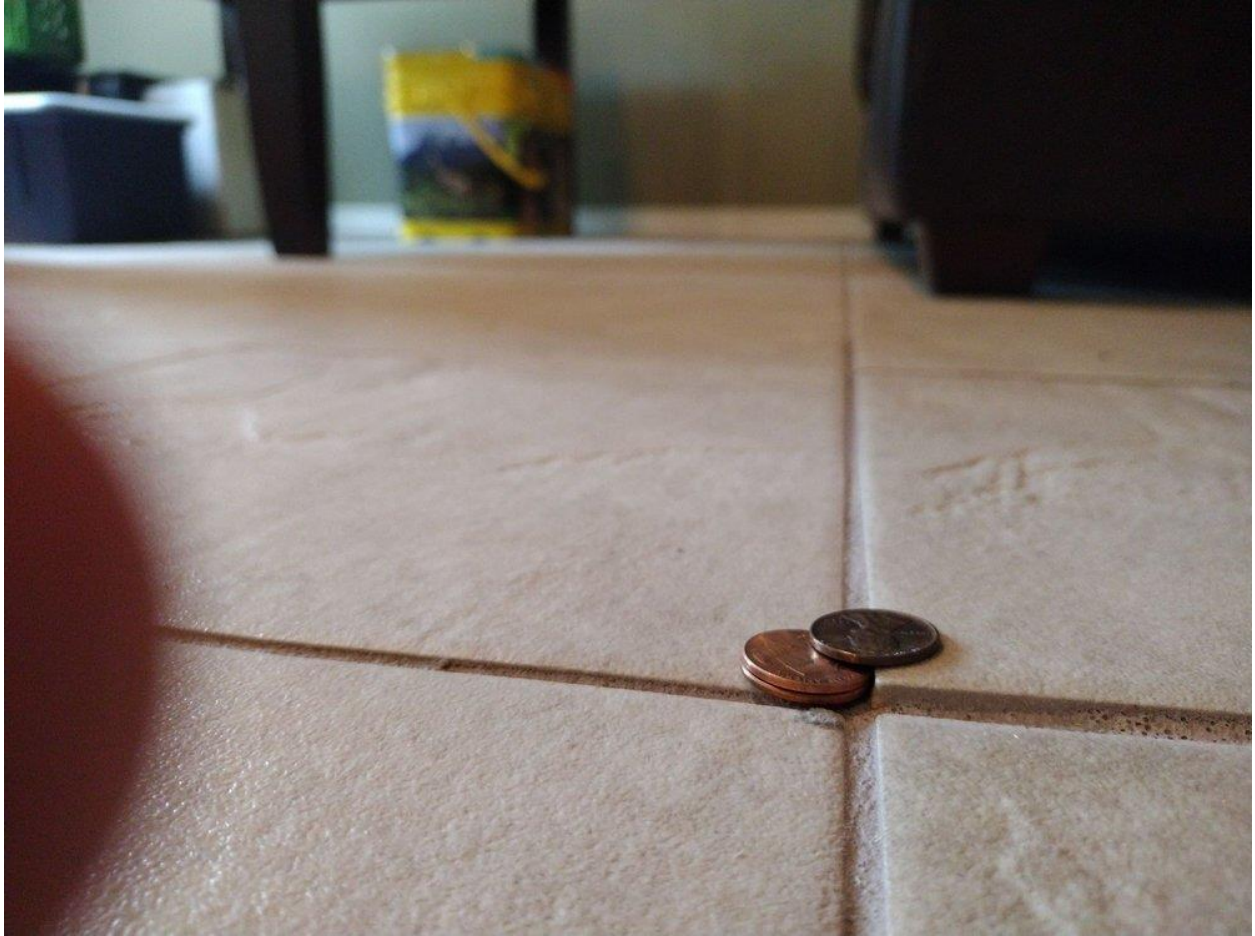
Lippage, Photo 9.



Lippage, Photo 10.



Lippage, Photo 11.



Lippage, Photo 12.

Jagged edges.

Tiles improperly cut, resulting in jagged edges.



Jagged edges, Photo 1.

Jagged edge of tile peeking out from under quarterround. Holes in grout. Jagged edges is every tile along walls and holes stick out from under the quarterround in several places.



Jagged edges, Photo 2.

Jagged edges of tile peeking out from under quarterround. Jagged edges is every tile along walls and holes stick out from under the quarterround in several places.



Jagged edges, Photo 3.

Keys inserted into the hole from photo 2.



Jagged Edges, Photo 4.

Broken tile edges. Thinset smeared on the wall. (Photo taken before quarterround install and is representative of how all cuts/breaks were made in tile.)



Jagged Edges, Photo 5.
Finished threshold showing broken rather than cut tile edges.



Jagged Edges, Photo 6.
Finished threshold showing jagged edge of tile.



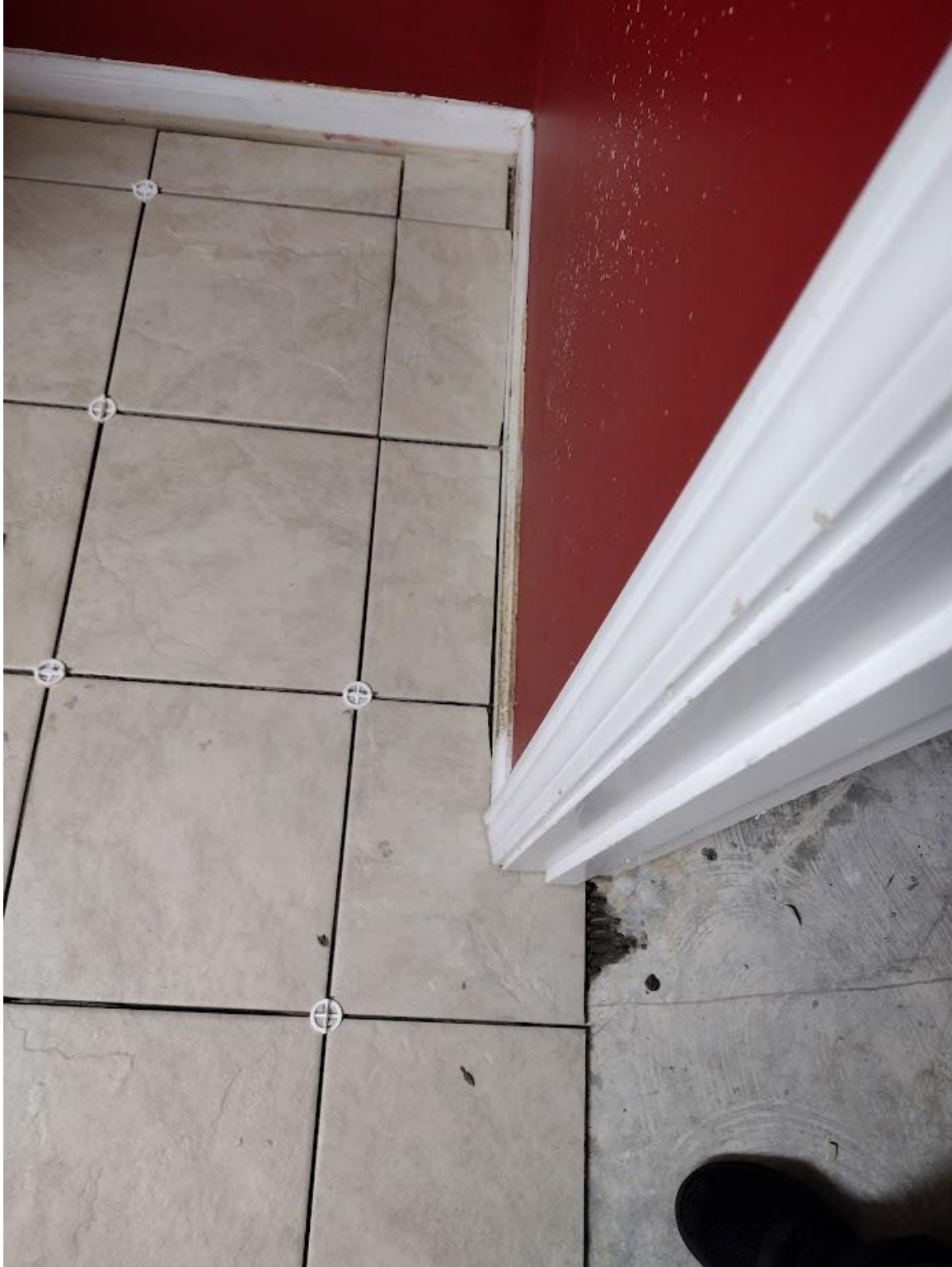
Jagged edges, Photo 7.

This is a finished threshold to a closet. I held the carpet up to take this picture. When the carpet in the closet lies flat, the edge of the carpet covers the tile edge and grout and the carpet makes a straight line, but the carpet is not attached and can be pulled back to show the finished tile threshold and the carpet does not lie flat due to being placed over the uneven tile to hide the tile.



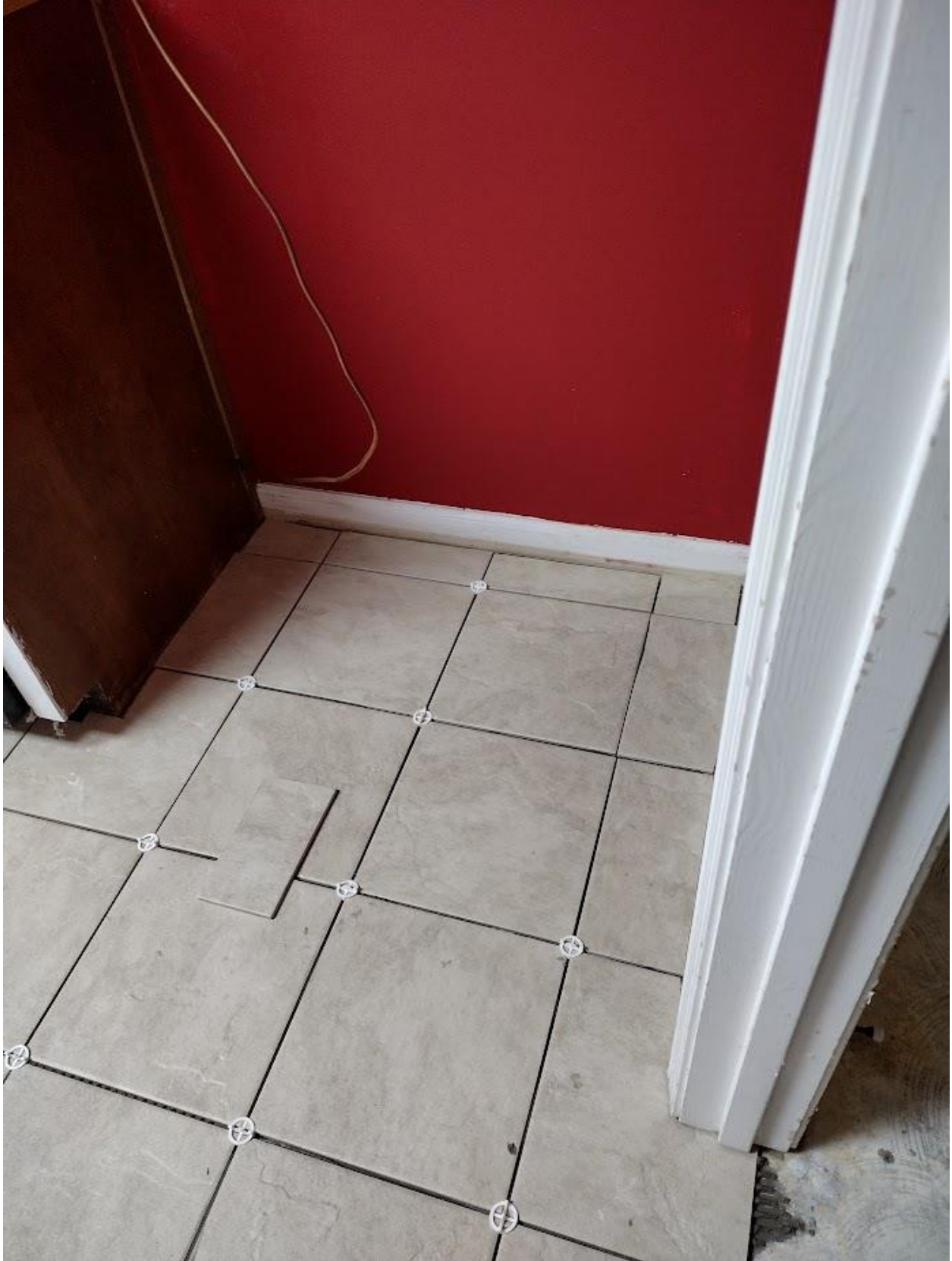
Jagged edges, Photo 8.

This is during installation and shows the jagged edges. (Photo taken during installation.)



Jagged edges, Photo 9.

This is during installation and shows the jagged edges. In this area tiles are not evenly spaced due to broken tiles being a little too thick to fit. The installer did not use spacers in order to be able to fit a jagged tile that was too wide.



Jagged edges, Photo 10. (Photo taken during installation.)



Jagged edges, Photo 11.



Jagged edges, Photo 12.



Jagged edges, Photo 13.

This is a finished threshold. Throughout the house, the tile is misaligned to walls by $\frac{1}{4}$ inch per 3 foot run. In the room with a fireplace, the installer tried to correct the alignment and the tile in that room is misaligned to walls by $\frac{1}{4}$ inch per 6 foot run. This is the finished threshold to that room.

Tile installed over paper backing from vinyl floor



Tile installed over paper, Photo 1.

Tiles installed over paper backing from a vinyl floor.

Misalignment.

Tile misaligned to walls by a $\frac{1}{4}$ inch misalignment per 3 foot run



Misalignment, Photo 1.

Tile misalignment along the front of the dishwasher. (Dishwasher and kitchen cabinets are plumb to walls.)



Misalignment, Photo 2.

Tile throughout the most of the house is consistently misaligned to walls by $\frac{1}{4}$ inch per 3 ft run. (Installer bent the tile lines in the room with a fireplace to be misaligned by $\frac{1}{8}$ inch per 3ft run, and for that room one door matches up with the tile grid for the rest of the house and the other does not.)

Tiles installed chipped.

Tiles chipped, then installed chipped



Tile installed chipped, Photo 1.

Grout color varies.

Wildly inconsistent grout color
This is all over the house, in every room.



Grout color varies, Photo 1.

Grout holes.

Holes in grout. Grout was never finished.

There are large numerous holes in the grout. The only room without holes is the downstairs bedroom. All other rooms have holes to the point where I can't move furniture in. Floors Outlet kept extra supplies like grout and spare tiles.



Grout holes, Photo 1.



Grout holes, Photo 2.



Grout holes, Photo 3.



Grout holes, Photo 4.



Grout holes, Photo 5.

Grout smeared on the baseboards and walls, but not applied between tiles (holes in grout and long missing strips of grout).

Broken kitchen cabinets



Broken kitchen cabinet, Photo 1.



Broken kitchen cabinet, Photo 2.

The installers ripped a piece off the kitchen cabinet during flooring removal. I noticed the piece missing that evening, and swept the kitchen and went through sweepings and found it. This is me photoing after the install and right before I started the kitchen cabinet repair.



Broken kitchen cabinet, Photo 3.

I glued and clamped the kitchen cabinet chunk. I do not have matching paint. This needs a paint match and repainting.

Wall hole



Wall hole, Photo 1.

When they rehung the doors, they did not put back the hinge door stops. On Friday, they rehung this door and put the doorknob through the wall. Needs drywall patch and paint match.

Thinset on brick porch



Thinset on brick porch, Photo 1.

Before May 27, they mixed all the thinset in the livingroom. The thinset on the porch was done May 27.



Thinset on brick porch, Photo 2.
Thinset smeared on the brick porch.



Thinset on brick porch, Photo 3.
Big globs of thinset on the porch.



Thinset on brick porch, Photo 4.

The right side is where the outlet and spigot are and has a noticeable amount of white and grey thinset dribbled on the porch.



Thinset on brick porch, Photo 5.

The right side is where the outlet and spigot are and has a noticeable amount of white and grey thinset dribbled on the porch.



Thinset on brick porch, Photo 6.



Thinset on brick porch, Photo 7.
Thinset splattered onto brick siding.



Thinset on brick porch, Photo 8.
Thinset splattered onto brick siding.



Thinset on brick porch, Photo 9.



Thinset on brick porch, Photo 10.



Thinset on brick porch, Photo 11.

Grout on walls.

Grout smeared on walls.



Grout on walls, Photo 1.

Grout and thinset smeared on walls and trim and pieces broken off the trim.



Grout on Walls, Photo 2.
Chunk take out of door trim.



Grout on walls, Photo 3.

Grout smeared on the closet doors. Grout cured on top of tiles for a permanently dirty look.



Grout on walls, Photo 4.
Grout and thinset smeared on the doors.



Grout on walls, Photo 5.

Grout caked on the baseboards. The quarterround installer said that he was not able to fully install quarterround because of the amount of thinset and grout caked onto the baseboards and said that he wasn't being paid to clean. (Floors Outlet subcontracted quarterround install to "Shannon Warren's company" which then subcontracted it to Jose's Flooring.)

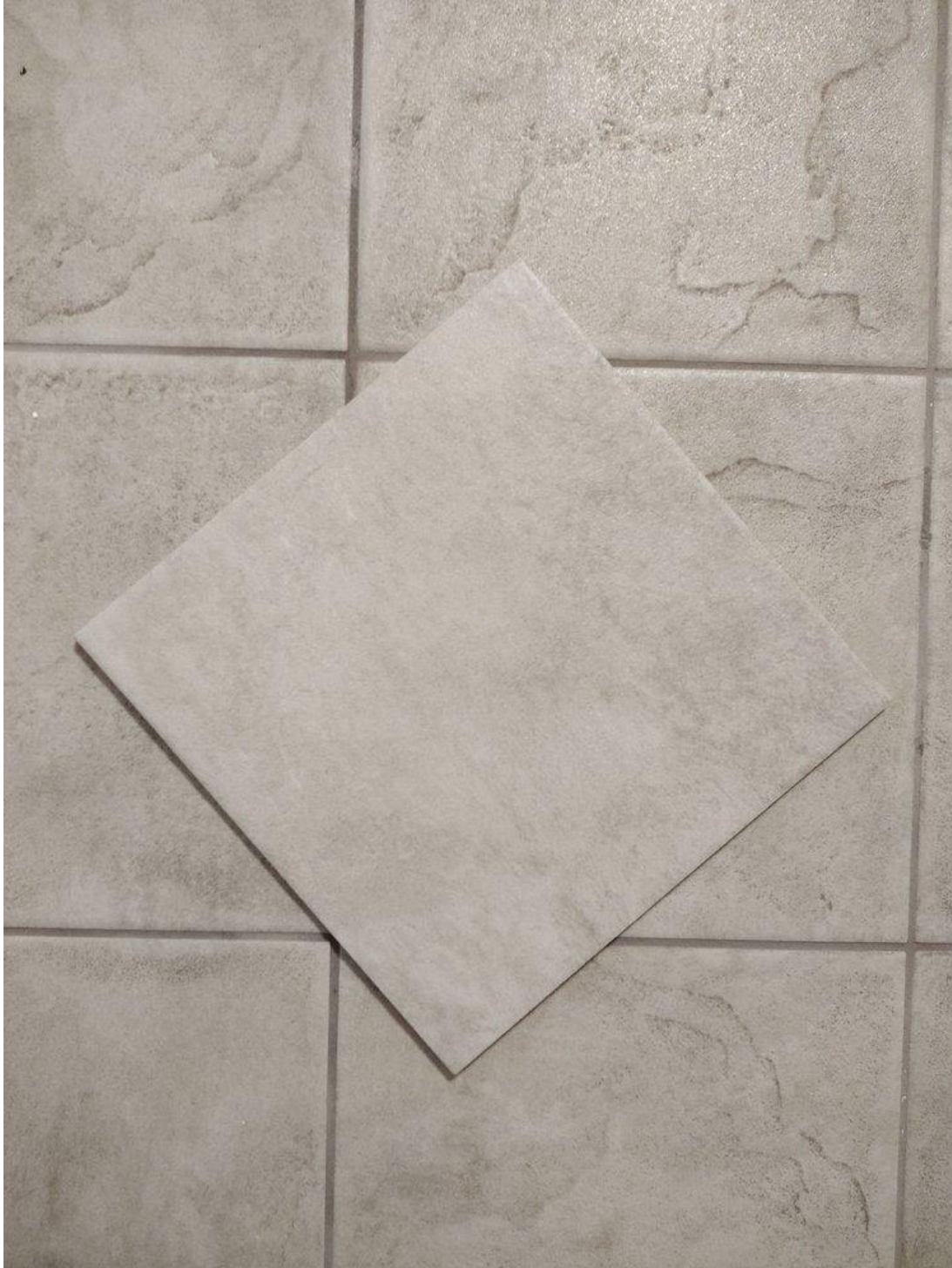


Grout on walls, Photo 6.
Grout and thinset smeared on walls and baseboards.



Grout on walls, Photo 7.
Grout handprints on the walls.

Grout cured on top of tiles.



Grout cured on top of tiles, Photo 1.

Grout smeared on top of tiles for a permanently dirty look. I laid a spare tile on top for color comparison. While Floors Outlet has spare supplies, I recovered some whole tiles from the trash.



Grout cured on top of tiles, Photo 2.
Grout cured on top of tiles for a permanently dirty look.



Grout cured on top of tiles, Photo 3.
Grout cured on tile for a permanently dirty look.



Grout cured on top of tiles, Photo 4.
Grout smeared on top of tiles for a permanently dirty look.



Grout cured on top of tiles, Photo 5.

Grout cured on top of tiles for a permanently dirty look. Grout splattered on trim. Chawed up botched miter cut on quarterround.

Grout and thinset on sofas.



Grout and thinset smeared on sofas, Photo 1.

After the install, thinset smeared all over sofas. Before the install the sofas were nice and basically new.

Flooring materials dumped in refrigerator ice tray.



Flooring in ice tray, Photo 1.

They put the refrigerator ice tray in the sink, washed hands into it, and dumped flooring stuff in it on day 2. That evening, I had grabbed it out of the sink and put it in the garage. After the install, I cleaned the caked on white gooey stuff off. Maybe caulk?

Exhibit W.

Photo of tile box with instructions printed on the box.

ATENCIÓN: Al momento de la colocación controlen el tono, el calibre y la calidad. El material viene delib-
radamente producido y elegido con diferencias de tonalidad más o menos marcadas según la tipología que
subrayan el efecto cromático. Es absolutamente indispensable tomar azulejos de cajas diferentes al momento
de la colocación. El uso de materiales que no respete el pedido o que sea defectuoso implica la aceptación
de las características de calidad y excluye quejas. No se aceptan quejas referidas a materiales ya colocados.

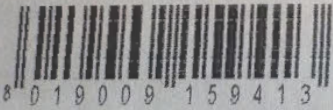
CM **30x30** ($11^{13}/16$ "x $11^{13}/16$ ") PCS **13** MQ **1,17**

TIPO
Type

SCELTA
Sorte

TONO
Shade

CALIBRO
Calibre



ETERNITY ALMOND

PRIMA RC6 P @SS



SP.8 mm

ATTENTION: When laying the material, always check the colour, dimensions and the product class.
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 the tiles from a
number of boxes when laying the material. The use of material which does not conform with the order or is
faulty represents the acceptance of the qualitative features and results in the forfeiting all rights to claims.
No claims can be entered into regarding material that has already been laid.
DO NOT DRY CUT USING POWER TOOLS.

Exhibit X.

U.S. Treasury page stating a penny is 1.52mm thick.
1/8 inch is 3.175mm, or just a little more than 2
pennies. 1/16 inch is 1.5875mm or just a little more
than 1 penny. This helps to understand how much
lippage 2 pennies shows.

Learn

U.S. Mint / Learn / Coin and Medal Programs / Coin Specifications

Kids Site

Coin & Medal Programs

Production Process

Collecting Basics







History

Artists

Coin Specifications

How much does a dime weigh? What are pennies made of? Find out in the table below, which gives specifications for U.S. Mint legal tender coins presently in production for annual sets. Specifications for the [American Innovation \\$1 Coins](#) and [Native American \\$1 Coins](#) are the same.

The penny, dime, quarter, half dollar, and dollar are clad coins. Clad coins have an inner core of metal surrounded by an outer layer of a different metal. The Mint makes clad coins with an inner core of copper. The nickel is the only circulating coin that isn't clad.

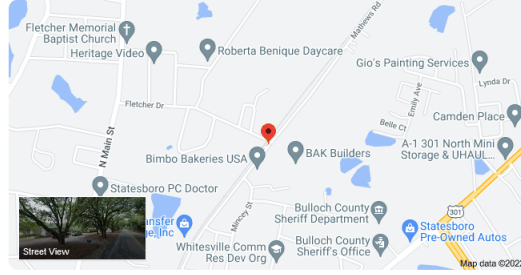
	Cent	Nickel	Dime	Quarter Dollar	Half Dollar	Dollar
Denomination						
Composition	Copper Plated Zinc 2.5% Cu Balance Zn	Cupro-Nickel 25% Ni Balance Cu	Cupro-Nickel 8.33% Ni Balance Cu	Cupro-Nickel 8.33% Ni Balance Cu	Cupro-Nickel 8.33% Ni Balance Cu	Manganese-Brass 88.5% Cu 6% Zn 3.5% Mn 2% Ni
Weight	2.500 g	5.000 g	2.268 g	5.670 g	11.340 g	8.1 g
Diameter	0.750 in. 19.05 mm	0.835 in. 21.21 mm	0.705 in. 17.91 mm	0.955 in. 24.26 mm	1.205 in. 30.61 mm	1.043 in. 26.49 mm
Thickness	1.52 mm	1.95 mm	1.35 mm	1.75 mm	2.15 mm	2.00 mm
Edge	Plain	Plain	Reeded	Reeded	Reeded	Edge-Lettering
No. of Reeds	N/A	N/A	118	119	150	N/A

Content last updated on April 28, 2022

Exhibit Y.

Search results associating Lamar Construction with 440 Matthews Rd. Before we signed the contract, Brian McDonald stated he was a licensed general contractor through his business partner at 440 Matthews Rd. Because a licensed contractor, Lamar Construction, was previously at that address, we were able to find license no. RLCO001318 associated with 440 Matthews Rd.

About 19,200 results (0.41 seconds)



440 Mathews Rd
Statesboro, GA 30458



Most popular places at this address

Contractor Wholesale Floors
4.8 ★★★★★ (6)

https://www.realtor.com > ... > Statesboro > Mathews Rd
440 Mathews Rd, Statesboro, GA 30458 - Realtor.com

View detailed information about property **440 Mathews Rd, Statesboro, GA 30458** including listing details, property photos, school and neighborhood data, ...

https://www.zillow.com > ... > Statesboro > 30458
440 Mathews Rd, Statesboro, GA 30458 | Zillow

440 Mathews Rd, Statesboro, GA 30458 is currently not for sale. The -- sqft home type unknown home is a -- beds, -- baths property.

https://www.mapquest.com > ... > Georgia > Statesboro
Varsity Ink Inc 440 Mathews Rd Statesboro, GA T ... - MapQuest
Get directions, reviews and information for Varsity Ink Inc in Statesboro, GA. ... Varsity Ink Inc.
440 Mathews Rd, Statesboro, GA 30458. (912) 489-2649.

https://www.mapquest.com > ... > Georgia > Statesboro
Apartment Rentals 440 Mathews Rd Statesboro, GA - MapQuest
Get directions, reviews and information for Apartment Rentals in Statesboro, GA. ... Apartment Rentals. **440 Mathews Rd, Statesboro, GA 30458.** (912) 764-9542.

https://m.yelp.com > ... > Real Estate > Apartments
Mathews Junction - Statesboro, GA - Yelp
Map · **440 Mathews Rd, Statesboro, GA 30458.** Directions · (912) 764-9542. Call Now · More Info. Services for Mathews Junction · Known For. No. Accepts Credit Cards.

https://www.yellowpages.com > GA > Statesboro
Lamar Construction Inc 440 Mathews Rd, Statesboro, GA 30458
Details. Phone: (912) 764-3456. Address: **440 Mathews Rd, Statesboro, GA 30458.** People Also Viewed. Johnson Walter Construction Co Inc.

https://www.yellowpages.com > ... > Screen Printing
Boanart Graphics 440 Mathews Rd, Statesboro, GA 30458
Get reviews, hours, directions, coupons and more for Boanart Graphics. Search for other Screen Printing on The Real Yellow Pages®.

https://www.local.com > boanart-graphics-121858981
Boanart Graphics in 440 Mathews Rd, Statesboro, GA 30458
Boanart Graphics, **440 Mathews Rd, Statesboro, GA 30458** Get Address, Phone Number, Maps, Ratings, Photos and more for Boanart Graphics.

https://www.finduslocal.com > ... > Georgia > Statesboro
Mathews Junction in Statesboro, GA 30458 Directions ...
Mathews Junction : Take Our Survey and Rate and Review This Business Here! General Warehouse/storage. Mathews Junction Address: **440 Mathews Rd Statesboro ...**

https://moving-and-storage-services cmac.ws > mathews-j...
Mathews Junction on Mathews Rd in Statesboro, GA - 912-764 ...
Get info on Mathews Junction in Statesboro. Location details, hours, maps and directions to **440 Mathews Rd, Statesboro, GA 30458.**

Related searches

- for sale by owner statesboro ga
- houses for rent in statesboro ga
- homes for sale in statesboro ga

Exhibit Z.

Happy Floors spec sheet for Eternity tile. It is a PEI 5 tile with an ADA rating and is a commercial grade tile.



GM
 DIB 81180
 04/19/2017



Caratteristiche
 Features

Caratteristiche Features	Unità di misura Unit of measurement	Valore medio Mean value	Valore massimo Maximum value	Metodo di prova Test method	Metodo di riferimento Reference method
Dimensione lati Length and width	%	+/- 0,4	+/- 0,6 max	UNI EN ISO 10544-2	UNI EN ISO 10544-2
Rettilineità dei lati Side straightness	%	+/- 0,4	+/- 0,5 max	UNI EN ISO 10544-2	UNI EN ISO 10544-2
Ortogonalità degli angoli Corner squareness	%	+/- 0,4	+/- 0,6 max	UNI EN ISO 10545-2	UNI EN ISO 10545-2
Flessibilità Flexibility	%	+/- 0,4	+/- 0,5 max	UNI EN ISO 10545-2	UNI EN ISO 10545-2
Spessore Thickness	%	+/- 0,07	+/- 0,1 max	UNI EN ISO 10545-2	UNI EN ISO 10545-2
Absorbimento di acqua Water absorption	%	0,07	<= 0,5	UNI EN ISO 10545-3	UNI EN ISO 10545-3
Scalfatura Breaking strength	N	conforme	1100 in base 27,3	UNI EN ISO 10544-4	UNI EN ISO 10544-4
Modulo di rottura Modulus of rupture	N/mm ²	55	>= 55	UNI EN ISO 10544-4	UNI EN ISO 10544-4
Dilatazione termica Thermal expansion	1/K	7,0	metodo disponibile method available	UNI EN ISO 10544-8	UNI EN ISO 10544-8
Resistenza agli sbalzi termici Thermal shock resistance	-	resiste conforme	metodo disponibile method available	UNI EN ISO 10544-9	UNI EN ISO 10544-9
Resistenza al prodotto chimico Resistance to chemicals	-	conforme	MINUB	UNI EN ISO 10544-13	UNI EN ISO 10544-13
Resistenza agli acidi e alle basi Resistance to acids and bases	-	ULA	metodo disponibile method available	UNI EN ISO 10544-15	UNI EN ISO 10544-15
Resistenza ai graffi Scratch resistance	-	resiste conforme	robusta request	UNI EN ISO 10544-16	UNI EN ISO 10544-16
Stabilità dei colori Colour stability	-	stabile	metodo disponibile method available	DN	DN 510/4

E' a disposizione della gentile clientela la lista dei nostri articoli certificati dall'ente UNI
 The list of our items certified by "UNI" is available for our customers

C.O.F.
 ASTM C - 1028 -> 0,6
 Dry 0,50
 Wet 0,61



Gruppo di appartenenza secondo UNI 10544 Class. 2

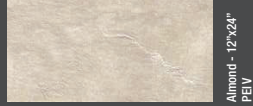
ETERNITY



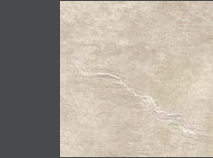
www.happy-floors.com

ETERNITY

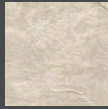
FULL BODY PORCELAIN



Almond - 12"x24"
PEIV



Almond - 18"x18"



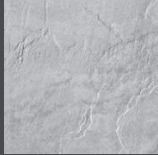
Almond - 12"x12"



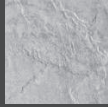
Almond - 6"x6"



Grey - 12"x24"
PEIV



Grey - 18"x18"



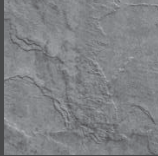
Grey - 12"x12"



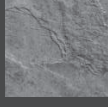
Grey - 6"x6"



Black - 12"x24"
PEIV



Black - 18"x18"



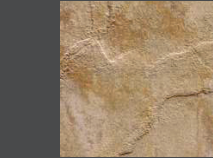
Black - 12"x12"



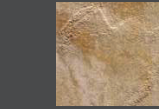
Black - 6"x6"



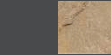
Gold - 12"x24"
PEIV



Gold - 18"x18"



Gold - 12"x12"



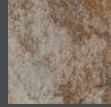
Gold - 6"x6"



Forest - 12"x24"
PEIV



Forest - 18"x18"



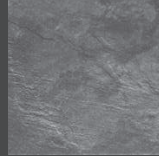
Forest - 12"x12"



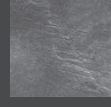
Forest - 6"x6"



Multicolor - 12"x24"
PEIV



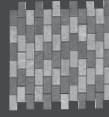
Multicolor - 18"x18"



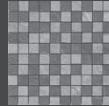
Multicolor - 12"x12"



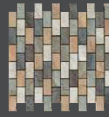
Multicolor - 6"x6"



1x2 Mosaic Mix
Muretto - 12"x12"
Black - Grey



1.5x1.5 Mosaic Mix
Mosalco - 12"x12"
Black - Grey



1x2 Mosaic Mix
Muretto - 12"x12"
Gold - Almond



1.5x1.5 Mosaic Mix
Mosalco - 12"x12"
Gold - Almond



1.5x1.5 Mosaic Mix
Mosalco - 12"x12"
Forest - Multicolor

Brushed
Metal Corner 1"x1"

Brushed
Metal Pencil 1"x11.7"

Bullnose 3"x12"
available in all colors



DIR 13097

DIR 13097

R10-B

R

ASTM C

1028 > 0.6

Dry 0.90

Wet 0.81



Exhibit AA.

Quote from Dalton Direct Floors to correct and complete the install in a comparable tiles, a PEI 5 tile with an ADA rating.



Wilhelmina Randtke <randtke@gmail.com>

Dalton Direct Quote

Dalton Direct Flooring <daltondirectflooring@yahoo.com>

Wed, Jul 27, 2022 at 12:03 PM

To: "edwinalexander127@gmail.com" <edwinalexander127@gmail.com>, "randtke@gmail.com" <randtke@gmail.com>

Guys based on everything I have see from the photos of the job you provided we will have to completely tear out and remove all of the work that was installed. Since it has been installed the way it was we will have to skim coat and level the floor properly and seal it before doing an install. The tile I have quoted is the closest thing i could come up with that will meet those standards. The pricing I gave will cover a wide range of options. I have included everything I believe we would need to take care of the floors. If you would like we can also price the repairs and painting that you have mentioned in the pictures. Keep in mind that we area full service company when it comes to Flooring, Remodeling and Restoration and all of our work is done by our in house installers and not a subcontractor. Please let me know if you have any questions.

Thanks

Earl Riser

Manager, Dalton Direct Flooring Outlet

912-764-7415 | 107 East Parrish St

Create your own [email signature](#)



Alexander Quote .jpg
548K

7/20/2022
Store: 1

Sales Order #5121
Ordered: 7/20/2022
Page 1

DALTON DIRECT FLOORING OUTLET

107A East Parrish Street
Statesboro GA 30458
Phone 912-764-7415
daltondirectflooring@yahoo.com

Bill To:

Edwin Alexander
204 Highland Rd
Statesboro, GA 30458

INSTRUCTIONS: Based on measurements given by customer

Remove Tile thru out home

Resurface and level floor with skim treatment

install new tile thru out

Order Status: Open

Item Name	Item Description	Attribute	Size	Qty	Price	Ext Price
Floor Removal (Tile)	Priced per sq/ft			1335	\$5.50	\$7,342.50
					less: (\$1,335.00)	
Floor Prep	Priced Per Sq Ft			1335	\$0.75	\$1,001.25
					less: (\$500.63)	
Floor Patch	SHXSL	85 sf/bg	10 lb	16	\$21.81	\$348.96
Floor Primer	MBP Primer	150ft/gal	3.5 gal	8	\$175.00	\$1,400.00
Thinset White	Double if using hardibacker	75SQFT/50LB50LB		20	\$27.17	\$543.30
Tile Installation (straight)				1335	\$4.50	\$6,007.50
Tile	Step Wise Aged Beige 12x24			1335	\$5.46	\$7,289.10
Grout	Hickory Color	150SQFT(12"25LB		10	\$51.41	\$514.05
Quarter Round	Primed White			432	\$0.75	\$324.00
Quarter Round Installation	Priced/Linear Foot			432	\$0.75	\$324.00
Furniture removal (Major Items)	Priced per yd			100	\$1.50	\$150.00
Shipping Item				1	\$249.00	\$249.00
					less: (\$150.00)	

Subtotal: \$25,493.66
Local Sales Tax 8 % Tax: + \$833.55
TOTAL: \$26,327.21
Balance Due: \$26,327.21

All sales final. One year labor warranty by Dalton Direct. All balances are due immediately upon completion of labor and are to be sent back to the store by installer.

Signature of Acceptance: _____ Date _____

Exhibit AB.

Quote for a hotel stay for a 2 week tile tear out and install.

Honors Discount Non-refundable
Free breakfast. No cancellations. Pay now. Hilton Honors members only.

2 Queen Beds Nonsmoking
2 adults and 2 kids

Price in \$USD	
05 Sep 2022	\$202.51
06 Sep 2022	\$202.51
07 Sep 2022	\$202.51
08 Sep 2022	\$202.51
09 Sep 2022	\$202.51
10 Sep 2022	\$202.51
11 Sep 2022	\$202.51
12 Sep 2022	\$202.51
13 Sep 2022	\$202.51
14 Sep 2022	\$202.51
15 Sep 2022	\$202.51
Total room charge	\$2,227.61
8.00 % per room, per night	
6.00 % per room, per night	
\$5.00 per room, per night	
Total taxes	\$366.87

Book

Total for stay: \$2,594.48

Guarantee Policy

Full prepayment is required for this reservation, your credit card will be charged immediately.

If you use a debit/credit card to check in, a hold may be placed on your card account for the full anticipated amount to be owed to the hotel, including estimated incidentals, through your date of check-out and such hold may not be released for 72 hours from the date of check-out or longer at the discretion of your card issuer.

Cancellation Policy

If you cancel for any reason, attempt to modify this reservation, or do not arrive on your specified check-in date, your payment is non-refundable.

At check in, the front desk will verify your check-out date. Rates quoted are based on check-in date and length of stay. Should you choose to depart early, price is subject to change.

We reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

Totals listed here are estimated based on current taxes and exchange rates (if applicable) and do not include additional fees/charges that may be incurred during your stay.

Exhibit AC

Quote to clean thinset off the brick porch with muratic acid.
According to BB Masonry, this has an 80% chance of
succeeding in repair damage Floors Outlet did by smearing
and drizzling thinset on the porch.

Over 20 years experience in Brick, Block, Stone and Tile
Give us a call!
912-314-9084
Guaranteed to make it worth your while!
Kymbkbrown12@gmail.com

Wed 27, 2022
Invoice #
Date February 24, 2017
For: Edwin Alexander
Type project or service description and PO number here or use Mail Merge (under Tools) to automatically add this information from a data source.

DESCRIPTION	HOURS	RATE	AMOUNT
Washing Step Removing Concrete			\$800
TOTAL			\$800

Retaining Walls _____
Service Walls _____
Pavers _____ X \$ _____ = \$ _____
Rowlock per Ft _____ X \$ _____ = \$ _____
Fireplace per Ft _____ X \$ _____ = \$ _____
Concrete per Ft _____ X \$ _____ = \$ _____
Total Job Cost \$ 800

All material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and were completed in a substantial workman like manner for the agreed sum of _____ Price includes all materials, and labor

Make checks payable to: B and B Masonry
Thanks for your business,
Kenya & Charles Brown. Owner & Operator

Exhibit AD.

Quote to replace portions of brick porch which Floors Outlet
drizzled and smeared thinset on.

MASONRY
 Over 20 years experience in Brick, Block, Stone and Tile
 Give us a call!
912-314-9084
 Guaranteed to make it worth your while!
 Kymbkbrown12@gmail.com

wed 27, 2022
 Invoice #
 Date February 24, 2017
 For: Edwin Alexander

Type project or service description and PO number here or use Mail Merge (under Tools) to automatically add this information from a data source.

DESCRIPTION	HOURS	RATE	AMOUNT
Replacing Bricks on step material & Labor Bricks Sand mortar Washing			\$2000
TOTAL			\$2,000

Retaining Walls _____
 Service Walls _____
 Pavers _____ X \$ _____ = \$ _____
 Rowlock per Ft _____ X \$ _____ = \$ _____
 Fireplace per Ft _____ X \$ _____ = \$ _____
 Concrete per Ft _____ X \$ _____ = \$ _____

Total Job Cost \$ 2000

All material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and were completed in a substantial workman like manner for the agreed sum of _____ Price includes all materials, and labor

Make checks payable to: B and B Masonry
 Thanks for your business,
 Kenyana & Charles Brown. Owner & Operator

Exhibit AE.

Quote for storage PODS to put furniture in during
tear out and proper installation of tile.



Order Confirmation

This is your Order Confirmation with your local PODS® Service Provider. Please review the information carefully and notify us immediately if the order contains any errors in locations, dates, or amounts. Container sizes may vary. We are currently updating our systems to best reflect the majority of our small container fleet. During this transition, some of our communications may still label the small containers as "7-ft" instead of "8-ft." We apologize for any confusion this may cause.

Account Information

Customer #:	163655869	Primary Contact Phone:	(305) 338-3329
Name:	Edwin Alexander	Primary Contact Email:	edwinalexander127@gmail.com
Address:	204 Highland Rd Statesboro, GA 30458	Alternate Contact:	Not provided
Payment Terms:	Automatic payment	Alternate Contact Phone:	Not provided
Credit Card:	*****0371 Visa	Alternate Contact Email:	Not provided

Order Information

Order #:	3665846	Original Order Date:	8/4/2022
Quote #:	101216485		
Number of Containers:	3		
Contents Protection Option:	Declined		
Container Only Option:	Included		

Container 1 Details: 16-foot length container

Service Date	Service	Location
8/16/2022	Deliver to Customer	204 HIGHLAND RD STATESBORO, GA 30458
1 month	Storage	On-site Storage
Not scheduled	Final Pick-up	204 HIGHLAND RD STATESBORO, GA 30458

Container 2 Details: 16-foot length container

Service Date	Service	Location
8/16/2022	Deliver to Customer	204 HIGHLAND RD STATESBORO, GA 30458
1 month	Storage	On-site Storage
Not scheduled	Final Pick-up	204 HIGHLAND RD STATESBORO, GA 30458

Container 3 Details: 16-foot length container

Service Date	Service	Location
8/16/2022	Deliver to Customer	204 HIGHLAND RD STATESBORO, GA 30458
1 month	Storage	On-site Storage
Not scheduled	Final Pick-up	204 HIGHLAND RD STATESBORO, GA 30458

Payment Schedule

The Payment Schedule is based on the dates and locations provided in your order, and includes all containers (if applicable). Any changes to the dates of your service will impact your Payment Schedule. **The Transaction Date is the date charges will be made to your payment card.** Please note: You may see a temporary Authorization, or Hold, on your payment card up to 72 hours before the actual transaction Date.

Transaction Date	Service or Product	Qty	Price	Tax	Total	
8/16/2022	Deliver Empty Container to Your Location	1 @	\$259.00	\$259.00	\$20.72	\$279.72
8/16/2022	Fuel Subsidy	1 @	\$0.00	\$0.00		
8/16/2022	Monthly Rental of Container at Your Location	1 @	\$229.00	\$229.00	\$18.32	\$247.32
8/16/2022	Container Only Protection Option - Monthly Fee	1 @	\$10.00	\$10.00		\$10.00
8/16/2022	Deliver Empty Container to Your Location	1 @	\$259.00	\$259.00	\$20.72	\$279.72
8/16/2022	Fuel Subsidy	1 @	\$0.00	\$0.00		
8/16/2022	Monthly Rental of Container at Your Location	1 @	\$229.00	\$229.00	\$18.32	\$247.32
8/16/2022	Container Only Protection Option - Monthly Fee	1 @	\$10.00	\$10.00		\$10.00
8/16/2022	Deliver Empty Container to Your Location	1 @	\$259.00	\$259.00	\$20.72	\$279.72
8/16/2022	Fuel Subsidy	1 @	\$0.00	\$0.00		
8/16/2022	Monthly Rental of Container at Your Location	1 @	\$229.00	\$229.00	\$18.32	\$247.32
8/16/2022	Container Only Protection Option - Monthly Fee	1 @	\$10.00	\$10.00		\$10.00
Total				\$1,494.00	\$117.12	\$1,611.12

Transaction Date	Service or Product	Qty	Price	Tax	Total	
Not scheduled	Pickup Empty Container from Your Location	1 @	\$215.00	\$215.00	\$17.20	\$232.20
Not scheduled	Fuel Subsidy	1 @	\$0.00	\$0.00		
Not scheduled	Pickup Empty Container from Your Location	1 @	\$215.00	\$215.00	\$17.20	\$232.20
Not scheduled	Fuel Subsidy	1 @	\$0.00	\$0.00		
Not scheduled	Pickup Empty Container from Your Location	1 @	\$215.00	\$215.00	\$17.20	\$232.20
Not scheduled	Fuel Subsidy	1 @	\$0.00	\$0.00		
Total				\$645.00	\$51.60	\$696.60

Additional placement and delivery notes

Container 1

Service location: **204 HIGHLAND RD STATESBORO, GA 30458**
 Service description: Deliver to Customer on 8/16/2022
 Service instructions: This is not a gated community or area.
 The container is to be placed in a yard/vacant lot/job site.
 The container's door should face the building.
 The container should be placed 6 feet away from the building or landmark.
 No special placement instructions have been specified.
 The Driver will not collect payment.
 There are no directions that are needed due to the lack of an accurate map.

Container 2

Service location: **204 HIGHLAND RD STATESBORO, GA 30458**
 Service description: Deliver to Customer on 8/16/2022
 Service instructions: The container's door should face the building.
 The container should be placed 6 feet away from the building or landmark.
 There are no directions that are needed due to the lack of an accurate map.
 No special placement instructions have been specified.
 The Driver will not collect payment.
 This is not a gated community or area.
 The container is to be placed in a yard/vacant lot/job site.

Container 3

Service location: **204 HIGHLAND RD STATESBORO, GA 30458**
 Service description: Deliver to Customer on 8/16/2022
 Service instructions: This is not a gated community or area.

The container is to be placed in a yard/vacant lot/job site.
The container's door should face the building.
The container should be placed 6 feet away from the building or landmark.
There are no directions that are needed due to the lack of an accurate map.
No special placement instructions have been specified.
The Driver will not collect payment.

To schedule or reschedule your dates of service, make payments, change your contact information, or get answers to Most Frequently Asked questions, please log in to My Account at www.PODS.com. For other questions regarding your scheduled products or prices, please contact Customer Care at 1-855-673-7637.

Any changes to the products, dates, tax rates or locations ordered may result in a change in price and resulting charges.

Additional Terms and Conditions

All orders are subject to the terms and conditions of the Rental Agreement for using a PODS brand container and associated goods and services which are incorporated herein and made a part hereof and which you accept when you do any of the following: (a) provide your written or electronic signature; (b) attempt to or in any way use the services described in this Order Confirmation; (c) load or store goods in a PODS brand container; or (d) pay for any services described in this Order Confirmation. The Rental Agreement is available by logging into your online account at www.PODS.com or it can be supplied to you by contacting 1-855-673-7637.

Customer acknowledges that it is the Customer's sole responsibility to insure the contents stored in a container and agrees that unless Customer obtains Contents Protection from the PODS Service Provider to assume liability for damage to Customer's contents, Customer will either secure insurance that the Customer deems adequate from a third-party carrier of Customer's choosing or accept full responsibility for all losses.

Exhibit AF, Text messages between Brian McDonald, Edwin Alexander,
and Wilhelmina Randtke

← Edwin, +1 912-243-5477



Jun 6, 11:47 AM

Edwin Alexander created this group with You and 1 other

Edwin Alexander



Good morning Brian, wanting to confirm our noon meeting at the house? -Edwin Alexander

+1 912-243-5477



We are here

Jun 16, 9:01 AM

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 and to have access, 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?



Send message



IN THE STATE COURT OF BULLOCH COUNTY, STATE OF GEORGIA


Heather Banks McNeal, Clerk
Bulloch County, Georgia

MO FLO LLC
1267 NORTHSIDE DRIVE EAST
STATESBORO, GA 30458
DBA: FLOORS OUTLET

Plaintiff(s)


VS
WILHELMINA ALEXANDER EDWIN ALEXANDER
204 HIGHLAND RD 204 HIGHLAND RD
STATESBORO, GA 30458 STATESBORO, GA 30458
Defendants

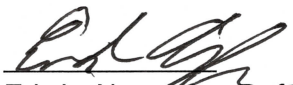
) State Court: STCV2022000202
) Magistrate Court : 2022-11739CS
)
) CERTIFICATE OF SERVICE
) REGARDING DEFENDANTS' FIRST
) REQUEST FOR PRODUCTION OF
) DOCUMENTS FROM AMBIGUOUSLY
) IDENTIFIED CLIENT(S) OF R. MATTHEW
) SHOEMAKER

CERTIFICATE OF SERVICE REGARDING DEFENDANTS' FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS FROM AMBIGUOUSLY IDENTIFIED CLIENT(S) OF R.
MATTHEW SHOEMAKER

Pursuant to Uniform Superior Court Rule 5.2, Defendants give the court notice of discovery. On September 7, we mailed the attached DEFENDANTS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS FROM AMBIGUOUSLY IDENTIFIED CLIENT(S) OF R. MATTHEW SHOEMAKER to R. Matthew Shoemaker. He received it on September 12, 2022. While the U.S. Post Office did the return receipt wrongly, and didn't have the signer write the date, we have included tracking information and the signed return receipt, and Matt Shoemaker phone called to Wilhelmina Randtke on September 12, 2022 from 404-831-2152 and confirmed he received this.

This day of September 26, 2022


Wilhelmina Randtke, Defendant
204 Highland Rd.
Statesboro, GA 30458


Edwin Alexander, Defendant
204 Highland Rd.
Statesboro, GA 30458

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received By (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>R. Matthew Shoemaker Jones Clark LLP 435 Second Street Fifth Floor, SunTrust Bank Bldg P.O. Box 6437 Macon, Georgia 31208-6437</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
PS Form 3811, February 2004	Domestic Return Receipt
	102595-02-M-1540

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com	
Macon, GA 31208	
OFFICIAL USE	
<p>Certified Mail Fee \$4.00</p> <p>Extra Services & Fees (check box, add fee as appropriate)</p> <p><input type="checkbox"/> Return Receipt (hardcopy) \$0.00</p> <p><input type="checkbox"/> Return Receipt (electronic) \$0.00</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery \$0.00</p> <p><input type="checkbox"/> Adult Signature Required \$0.00</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery \$0.00</p> <p>Postage \$0.84</p> <p>Total Postage and Fees \$8.09</p>	<p>0770 04</p> <p>Postmark Here</p> <p>09/07/2022</p>
<p>Sent To R. Matthew Shoemaker; Jones Clark LLP Street and Apt. No., or PO Box No. 435 Second Street; Fifth Floor, SunTrust Bank City, State, ZIP+4® PO Box 6437; Macon, GA 31208-6437</p>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	
<p>Grand Total: \$8.09</p> <p>Total: \$8.09</p> <p>Credit Card Remit</p> <p>Card Name: VISA</p> <p>Account #: XXXXXXXXXXXX6663</p> <p>Approval #: 02216C</p> <p>Transaction #: 027</p> <p>AID: A0000000031010</p> <p>AL: VISA CREDIT</p> <p>PIN: Not Required</p> <p>CHASE VISA Chip</p>	<p>19-11-34, defendant to the following receipt as provided by Highland Rd. States produce a copy or land Rd. until said</p> <p>JEST FOR PRODUCTED CLIENT(S) OF</p> <p>EDWIN ALEXANDER 204 HIGHLAND RD STATESBORO, GA</p> <p>OF BULLOCH COUNTY</p>

Tracking Number:

[Remove X](#)

70201810000053682641

[Copy](#) [Add to Informed Delivery](#)
(<https://informedelivery.usps.com/>)

Latest Update

Your item was picked up at the post office at 8:18 am on September 12, 2022 in MACON, GA 31213.

Feedback

Delivered

Delivered, Individual Picked Up at Post Office

MACON, GA 31213
September 12, 2022, 8:18 am

Available for Pickup

MACON, GA 31208
September 9, 2022, 8:13 am

Departed USPS Regional Facility

MACON GA DISTRIBUTION CENTER ANNEX
September 8, 2022, 11:44 pm

Arrived at USPS Regional Facility

MACON GA DISTRIBUTION CENTER ANNEX
September 7, 2022, 10:27 pm

USPS in possession of item

STATESBORO, GA 30458
September 7, 2022, 3:12 pm

[Hide Tracking History](#)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

Feedback

IN THE STATE COURT OF BULLOCH COUNTY, STATE OF GEORGIA

MO FLO LLC
1267 NORTHSIDE DRIVE EAST
STATESBORO, GA 30458
DBA: FLOORS OUTLET

Plaintiff(s)

) State Court: STCV2022000202
) Magistrate Court : 2022-11739CS
)
) Defendant's First Request for Production
) of Documents from Ambiguously Identified
) Client(s) of R. Matthew Shoemaker

VS

WILHELMINA ALEXANDER
204 HIGHLAND RD
STATESBORO, GA 30458
Defendants

EDWIN ALEXANDER
204 HIGHLAND RD
STATESBORO, GA 30458

DEFENDANTS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS FROM
AMBIGUOUSLY IDENTIFIED CLIENT(S) OF R. MATTHEW SHOEMAKER

Pursuant to O.C.G.A. §§ 9-11-26 and 9-11-34, defendants request that plaintiff(s) respond separately, in writing and under oath, to the following request for production of documents within thirty (30) days from the date of service as provided by law, with a copy of the responses being served upon the defendants at 204 Highland Rd. Statesboro, GA 30458. In lieu of being provided with a copy, plaintiff(s) may produce a copy or permit defendant to inspect and copy the described documents at 204 Highland Rd. until said inspection, copying and related activities are completed.

Plaintiff(s) for purposes of this request for production means any client of R. Matthew Shoemaker in STCV2022000202, whether "Mo Flo LLC", or "Mo Flo, LLC", or other party to the case represented by R. Matthew Shoemaker as of his September 2, 2022 notice of appearance even if not accurately named in the notice of appearance.

DEFINITIONS AND INSTRUCTIONS

(A) This request for production of documents shall be deemed continuing to the extent permitted by O.C.G.A. § 9-11-26(e), so as to require plaintiff to serve upon defendant supplemental answers if plaintiff or his/her/its attorneys obtain further information between the time the answers are served and the time of trial.

(B) The following definitions shall apply to this request:

(1). The term "document," whether singular or plural, shall mean documents and other tangible things defined in the broadest sense permitted by the Georgia Civil Practice Act and shall include without limitation originals or, if such are not available, true copies of all emails, text messages, memoranda, reports, evaluations, correspondence, interoffice communications or memoranda, agreements, contracts, invoices, checks, journals, ledgers, telegraphs, telexes,

handwritten notes, periodicals, pamphlets, computer files (irrespective of the storage media), computer or business machine printouts, accountant's work papers, accountant's statements and writing, notations or records of meetings, books, papers, diaries, promissory notes, evidences of indebtedness, security agreements, loan applications, leases, documents creating or reflecting security interests, loan agreements, financing statements, deposit slips, advertising, office manuals, employee manuals, rules and regulations, reports of experts, drafts and copies of any of the foregoing, or such documents as are not an identical copy of an original or where such copy contains any commentary or notation whatsoever that does not appear on the original, tape recordings or other sound or visual production materials and any other written matter, tangible or physical objects, however produced or reproduced, upon which words or phrases are affixed and from which by appropriate transfixion such matter or tangible thing may be produced in the possession, custody or control of either plaintiff(s) or their agents, attorneys, or employees.

(2). The term "persons" shall mean all individuals and entities, including without limiting the generality of the foregoing, all individuals, governmental bodies, sole proprietorships, associations, companies, partnerships, joint ventures, corporations, trusts, and estates.

(3). The term "and" shall mean and/or.

(4). In these requests, the singular includes the plural; the plural includes the singular; the masculine includes the feminine; the feminine includes the masculine.

(5). "Floors Outlet" should be interpreted in the broadest sense possible to encompass the possibility that it is a sole proprietorship operated by Brian McDonald, to encompass the possibility that it is a partnership with many persons acting as partners, and to encompass its owners and principals.

(C) Whenever production is requested of a document which is no longer in your possession, custody or control, your response should identify the document by name, number, form or description, and by date made, and the date which the document was most recently in your possession, custody or control, the disposition made of the document, and the identity of the person or persons now in possession, custody or control of such document. If the document has been destroyed, the response should state the reason for its destruction and the identity of the person or persons who destroyed the document and who directed that document be destroyed.

(D) If you object to part of a request and refuse to answer that part, state your objections and answer the remaining portion of that request. If you object to the scope or time period of the request and refuse to answer for that scope or time period, state your objection and answer the request for the scope or time period you believe is appropriate.

If any of the following requests cannot be responded to in full after exercising due diligence to secure the information, please so state and answer to the extent possible, specifying your inability to answer the remainder, and stating whatever information you have concerning the unanswered portions. If your response is qualified in any particular, please set forth the details of such qualifications.

(E) In the event you wish to assert attorney/client privilege or work-product exclusion, or both, as to any document requested by any of the following specific requests, then as to each document subject to such assertion, you are requested to provide [plaintiff/defendant] with identification of such document in writing, such identification to include the nature of the document, the sender, the author, the recipient, the recipient of each copy, the date, the name of each person to whom

the original of any copy was circulated, the names appearing on any circulation list of the department associated with such document, a summary statement of the subject matter of such document in sufficient detail to permit the Court to reach a determination in the event of a motion to compel, and an indication of the basis for assertion of the privilege or the like.

REQUEST FOR PRODUCTION

1. Copies of any affidavits, documents, or other filing filed in this case with the Magistrate Court of Bulloch County to meet requirements of Magistrate Court Rule 31 stating, "Any officer or full-time employee of a corporation, sole proprietorship, partnership or unincorporated association may be designated by such entity as agent for purposes of representing it in civil actions to which it is a party in magistrate court. An action on behalf of a corporation, sole proprietorship, partnership, or unincorporated association, except affidavits in attachment, may be filed and presented by such designated agent. Said individual claiming to represent one of the aforementioned entities as its agent shall file with the court a sworn affidavit or otherwise provide supporting documents sufficient to establish to the court that said individual is in fact a bona fide officer or full-time employee of the entity that is a party to the action." (emphasis added).
2. Copies of any documents showing subcontracts for labor related to the April 9, 2022 contract to install tile at 204 Highland Rd.
3. Copies of any past contracts with the same subcontractor(s) who subcontracted to perform on the April 9, 2022 contract to install tile at 204 Highland Rd. and for which the subcontractor(s) performed work on those past contracts before May 23, 2022.
4. Any documents or records showing proof of payment for labor for the install at 204 Highland Rd.
5. Any documents showing communications from subcontractor(s) or employees of Floors Outlet regarding 204 Highland Rd.
6. Any notes or files regarding 204 Highland Rd.
7. Copies of any bank statement or any other documents showing payments received by plaintiff(s) or by Floors Outlet from Wilhelmina Randtke during April 2022.
8. Any documents showing supplies purchased or showing proof of payment for the supplies used in the install at 204 Highland Rd. This should include any canceled orders and the cancellation as well as purchased and received supplies.
9. Copies of the front and back of the stapled together April 9, 2022 contract and invoice for installation of tile at 204 Highland Rd, including the handwritten and initialed change to the grout color.

10. Copies of any notes written on the back of the pages of the April 9, 2022 contract and invoice for installation of tile at 204 Highland Rd, and any additional notes, documents, or pages later attached to that packet in Floors Outlet's records.
11. Copies of any documents June 1, 2022 or earlier inclusive showing funding arrangements between Brian McDonald, Randy Childs, and Prince Preston in operation of Floors Outlet, including sharing and allocation of risk, sharing and allocation of expenses, sharing and allocation of profits and losses, right of control over the business, and ownership of business capital.
12. Copies of any documents showing personnel records or payment records regarding Brian McDonald which might tend to indicate whether he is an employee versus independent contractor versus runs a separate business versus some other relationship to plaintiff(s).
13. Copies of any insurance policies applicable to the work performed and supplies consumed under the April 9, 2022 contract to install tile at 204 Highland Rd. (For purposes of determining what policies were in place, the contract was signed April 9, 2022 and workers associated with the contract were at 204 Highland Rd between May 23 and May 31 inclusive, so policies in place on those dates should be provided.)
14. Copies of any advertising materials used to advertise tile used by Floors Outlet or its principals or other persons operating the storefront at 1267 Northside Dr. E. Statesboro, GA 30458.
15. Copies of any text messages, emails, or other documents between Brian McDonald and Prince Preston sent or received between May 23, 2022 and August 1, 2022. This includes communication between only those two and communication with those two plus others such as a group text or email.
16. Copies of any text messages, emails, or other documents between Brian McDonald and Josh White sent or received between May 23, 2022 and August 1, 2022. This includes communication between only those two and communication with those two plus others such as a group text or email.
17. Copies of any text messages, emails, or other documents between Brian McDonald and subcontractors who worked at 204 Highland Rd. and which text messages were sent or received between April 9, 2022 and July 12, 2022.
18. Copies of any documents showing payments to or from Brian McDonald and plaintiff(s) represented by R. Matthew Shoemaker according to his September 2, 2022 notice of appearance, including but not limited to paychecks, bonuses, commissions, and payments on contracts.

19. Any licenses which were active between April 9, 2022 and May 31, 2022 and which relate to Floors Outlet or Brian McDonald being able to legally operate as a contractor.
20. Complete copies of any recordings of phone calls to or from Wilhelmina Randtke (850-345-6123 or 912-478-5035) or Edwin Alexander (305-338-3329).
21. Any documents showing or keeping a log or record of attempts to collect money from Wilhelmina Randtke or Edwin Alexander between May 31, 2022 and July 12, 2022.

This day of September 7, 2022



Wilhelmina Randtke, Defendant
204 Highland Rd.
Statesboro, GA 30458



Edwin Alexander, Defendant
204 Highland Rd.
Statesboro, GA 30458

CERTIFICATE OF SERVICE

I certify that I sent a copy of this DEFENDANT'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS FROM AMBIGUOUSLY IDENTIFIED CLIENT(S) OF R. MATTHEW SHOEMAKER by certified mail to:

R. Matthew Shoemaker
Jones Cork LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P.O. Box 6437
Macon, Georgia 31208-6437

Signed September 7, 2022



Wilhelmina Randtke
204 Highland Rd
Statesboro, GA 30458
850-345-6123

IN THE STATE COURT OF BULLOCH COUNTY, STATE OF GEORGIA


Heather Banks McNeal, Clerk
Bulloch County, Georgia

MO FLO LLC
1267 NORTHSIDE DRIVE EAST
STATESBORO, GA 30458
DBA: FLOORS OUTLET

Plaintiff(s)

VS
WILHELMINA ALEXANDER EDWIN ALEXANDER
204 HIGHLAND RD 204 HIGHLAND RD
STATESBORO, GA 30458 STATESBORO, GA 30458
Defendants

) State Court: STCV2022000202
) Magistrate Court : 2022-11739CS
)
) CERTIFICATE OF SERVICE
) REGARDING DEFENDANTS' FIRST
) REQUEST FOR PRODUCTION OF
) DOCUMENTS FROM AMBIGUOUSLY
) IDENTIFIED CLIENT(S) OF R. MATTHEW
) SHOEMAKER

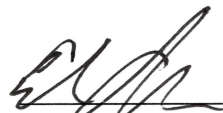
CERTIFICATE OF SERVICE REGARDING DEFENDANTS' FIRST REQUEST FOR
ADMISSIONS FROM AMBIGUOUSLY IDENTIFIED CLIENT(S) OF R. MATTHEW
SHOEMAKER

Pursuant to Uniform Superior Court Rule 5.2, Defendants give the court notice of discovery. On September 7, we mailed the attached DEFENDANTS' FIRST REQUEST FOR ADMISSIONS FROM AMBIGUOUSLY IDENTIFIED CLIENT(S) OF R. MATTHEW SHOEMAKER to R. Matthew Shoemaker. We sent it September 13, 2022 and it was signed for and picked up September 14, 2022.


This day of September 26, 2022



Wilhelmina Randtke, Defendant
204 Highland Rd.
Statesboro, GA 30458



Edwin Alexander, Defendant
204 Highland Rd.
Statesboro, GA 30458

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>																
<p>1. Article Addressed to: R. Matthew Shoemaker Jones Crk LLP 435 second street Fifth Floor SunTrust Bank Building PO Box 6437 Macon, GA 31208-6437</p>	<p>B. Received by (Printed Name) <i>M. Lord</i> C. Date of Delivery <i>9/14/22</i></p>																
 9590 9402 5294 9154 7863 65	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p style="font-size: 2em; text-align: center;"><i>6437</i></p>																
<p>2. Article Number (Transfer from service label) 7022 0410 0003 4865 2712</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Mail Restricted Delivery (00)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Mail Restricted Delivery (00)	
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U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com ®																												
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<p>7022 0410 0003 4865 2712</p> <p>PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions</p> <p>Send To: <i>R. Matthew Shoemaker Jones Crk LLP</i> Street and Apt. No., or PO Box No. <i>435 second street FFL Floor SunTrust Bank Bldg</i> City, State, ZIP+4® <i>Macon GA 31208-6437</i> PO Box <i>6437</i></p>																												
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<p>Grand Total: \$9.17</p> <p>Credit Card Remit Card Name: VISA Account #: XXXXXXXXXXXXXXX6663 Approval #: 05531C Transaction #: 077 AID: A0000000031010 AL: VISA CREDIT PIN: Not Required</p>	<p>ST FOR ADMISSIONS FR (S) OF R. MATTHEW SHC</p>																											
<p>***** Every household in the U.S. is now eligible to receive a third set of 8 free test kits. Go to www.covidtests.gov *****</p> <p>Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message</p>	<p>the Georgia Civil Practice inner required by law to th est for production mean whether "Mo Flo LLC", o noemaker as of his Sep notice of appearance.</p>																											

IN THE STATE COURT OF BULLOCH COUNTY, STATE OF GEORGIA

MO FLO LLC
1267 NORTHSIDE DRIVE EAST
STATESBORO, GA 30458
DBA: FLOORS OUTLET

Plaintiff(s)

VS

WILHELMINA ALEXANDER
204 HIGHLAND RD
STATESBORO, GA 30458

Defendants

EDWIN ALEXANDER
204 HIGHLAND RD
STATESBORO, GA 30458

) State Court: STCV2022000202
) Magistrate Court : 2022-11739CS
)
) Defendant's First Request for Production
) of Documents from Ambiguously Identified
) Client(s) of R. Matthew Shoemaker

DEFENDANTS' FIRST REQUEST FOR ADMISSIONS FROM AMBIGUOUSLY IDENTIFIED
CLIENT(S) OF R. MATTHEW SHOEMAKER

Pursuant to O.C.G.A. § 9-11-36 of the Georgia Civil Practice Act, defendant requests that plaintiff(s) respond in time and manner required by law to the following requests for admissions.

Plaintiff(s) for purposes of this request for production means any client of R. Matthew Shoemaker in STCV2022000202, whether "Mo Flo LLC", or "Mo Flo, LLC", or other party to the case represented by R. Matthew Shoemaker as of his September 2, 2022 notice of appearance even if not accurately named in the notice of appearance.

FIRST REQUEST FOR ADMISSIONS

Answers should specifically deny the matter or set forth in detail and the reasons why plaintiff cannot truthfully admit or deny the matter. A denial shall fairly meet the substance of the requested admission, and when good faith requires that plaintiff qualify an answer or deny only a part of the matter of which an admission is requested, plaintiff shall specify so much of it as is true and qualify or deny the remainder. Plaintiff may not give lack of information or knowledge as a reason for failure to admit or deny unless plaintiff states that he has made reasonable inquiry and that the information known or readily obtainable is insufficient to enable the party to admit or deny.

"Floors Outlet" should be interpreted in the broadest sense possible to encompass the possibility that it is a sole proprietorship operated by Brian McDonald, to encompass the possibility that it is a partnership with many persons acting as partners, and to encompass its owners and principals.

Plaintiff is advised that if he fails to admit the truth of any matter as requested, and if defendant thereafter proves the truth of the matter, defendant will apply to the Court for an order requiring plaintiff to pay the reasonable expenses incurred in making that proof, including reasonable attorneys fees.

REQUESTS TO ADMIT DIRECTED TO PLAINTIFF:

1. Admit that Mo Flo LLC ratified the April 9, 2022 contract to install tile at 204 Highland Rd.
2. Admit that Mo Flo, LLC ratified the April 9, 2022 contract to install tile at 204 Highland Rd.
3. Admit that MoFlo, LLC (GA Corporations Division control number 19113366) ratified the April 9, 2022 contract to install tile at 204 Highland Rd.
4. Admit that P3 Flooring, LLC (GA Corporations Division control number 15011444) ratified the April 9, 2022 contract to install tile at 204 Highland Rd.
5. Admit that within this case, Plaintiff(s) have used "Mo Flo LLC" and "Mo Flo, LLC" to refer to MoFlo, LLC (GA Corporations Division control number 19113366) and represent a single entity.
6. Admit that in Plaintiff(s) July 12, 2022 Statement of Claim, "Mo Flo LLC" is ambiguous in that "Mo Flo LLC" was not the name of any registered corporation in Georgia either before July 12, 2022 or on July 12, 2022.
7. Admit that in Plaintiff(s) July 12, 2022 Statement of Claim, "Mo Flo LLC" refers to an undisclosed principal of the April 9, 2022 contract to install tile at 204 Highland Rd.
8. Admit that the September 2, 2022 Notice of Appearance for representing client "Mo Flo, LLC" and listing the parties in the header as "Mo Flo, LLC" and "DBA Floors Outlet" indicates representation of "Mo Flo, LLC" only but not representation of "DBA Floors Outlet".
9. Admit that the September 2, 2022 Notice of Appearance for representing client "Mo Flo, LLC" and listing the parties in the header as "Mo Flo, LLC" and "DBA Floors Outlet" does not indicate representation of MoFlo, LLC (GA Corporations Division control number 19113366).
10. Admit that on July 12, 2022, Brian McDonald signed a Statement of Claim filed in the Magistrate Court of Bulloch County.
11. Admit that on July 12, 2022, Brian McDonald signed a Statement of Claim filed in the Magistrate Court of Bulloch County in his capacity as owner of Floors Outlet.
12. Admit that on July 12, 2022, Brian McDonald signed a Statement of Claim filed in the Magistrate Court of Bulloch County in his capacity as partner owning Floors Outlet.
13. Admit that on July 12, 2022, Brian McDonald signed a Statement of Claim filed in the Magistrate Court of Bulloch County in his capacity as employee of MoFlo, LLC (GA Corporations Division control number 19113366).
14. Admit that on July 12, 2022, Brian McDonald signed a Statement of Claim filed in the Magistrate Court of Bulloch County in his capacity as employee of P3 Flooring, LLC (GA Corporations Division control number 15011444).
15. Admit that Brian McDonald did not file any document in Magistrate Court to meet requirements of Magistrate Court Rule 31 stating, "Any officer or full-time employee of a

corporation, sole proprietorship, partnership or unincorporated association may be designated by such entity as agent for purposes of representing it in civil actions to which it is a party in magistrate court. An action on behalf of a corporation, sole proprietorship, partnership, or unincorporated association, except affidavits in attachment, may be filed and presented by such designated agent. Said individual claiming to represent one of the aforementioned entities as its agent shall file with the court a sworn affidavit or otherwise provide supporting documents sufficient to establish to the court that said individual is in fact a bona fide officer or full-time employee of the entity that is a party to the action.” (emphasis added).

16. Admit that on April 9, 2022, Floors Outlet was a sole proprietorship owned by Brian McDonald.
17. Admit that on April 9, 2022, Floors Outlet was a common law partnership.
18. Admit that on April 9, 2022, Floors Outlet was a common law partnership with Brian McDonald and Prince Preston as partners (whether inclusive or exclusive of other partners).
19. Admit that on April 9, 2022, Floors Outlet was a common law partnership with Brian McDonald, Prince Preston, and Randy Childs as partners (whether inclusive or exclusive of other partners).
20. Admit that on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) was domiciled within the City of Statesboro.
21. Admit that on April 9, 2022, Floors Outlet was an unrecorded fictitious name for MoFlo, LLC (GA Corporations Division control number 19113366). For this request for admission, recorded means recorded with the Superior Court of Bulloch County.
22. Admit that on April 9, 2022, Floors Outlet was a recorded fictitious name for MoFlo, LLC (GA Corporations Division control number 19113366). For this request for admission, recorded means recorded with the Superior Court of Bulloch County.
23. Admit that on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) was domiciled within the City of Statesboro.
24. Admit that on April 9, 2022, Floors Outlet was an unrecorded fictitious name for P3 Flooring, LLC (GA Corporations Division control number 15011444). For this request for admission, recorded means recorded with the Superior Court of Bulloch County.
25. Admit that on April 9, 2022, Floors Outlet was a recorded fictitious name for P3 Flooring, LLC (GA Corporations Division control number 15011444). For this request for admission, recorded means recorded with the Superior Court of Bulloch County.
26. Admit that Wilhelmina Randtke and Edwin Alexander entered a contract with Brian McDonald as Contractor on April 9, 2022 for flooring installation at 204 Highland Rd. and supplies.
27. Admit that Wilhelmina Randtke and Edwin Alexander entered a contract with Brian McDonald as Contractor on April 9, 2022 for flooring installation at 204 Highland Rd. and supplies at a full price of \$16,716.44 with a discount bringing the price to \$16,319.44.
28. Admit that on April 30, 2022, Defendant(s) met with Brian McDonald at the Floors Outlet store at 1267 Northside Drive East and signed or initialed a change to the April 9, 2022 contract to install tile at 204 Highland Rd. changing the grout color.

29. Admit that the change to grout color was at the request of Brian McDonald or Josh White who requested the change by explaining that the originally selected grout color was backordered and a similar color was in stock.
30. Admit that Brian McDonald signed the April 9, 2022 contract to install tile flooring at 204 Highland Rd and signed as "Contractor".
31. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd gave the name of the business as "Floors Outlet".
32. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd did not indicate "Mo Flo LLC", "Mo Flo, LLC", nor "MoFlo, LLC" as parties to the contract.
33. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd did not indicate "P3 Flooring, LCC" as a party to the contract.
34. Admit that under the April 9, 2022 contract to install tile at 204 Highland Rd, half the money was due at signing and half was due two days after contract completion.
35. Admit that Floors Outlet took a down payment of \$8,159.72 by check from Wilhelmina Randtke made out to Floors Outlet endorsed by Wilhelmina Randtke on April 9, 2022 and posted April 11, 2022.
36. Admit that MoFlo, LLC (GA Corporations Division control number 19113366) took a down payment of \$8,159.72 by check from Wilhelmina Randtke made out to Floors Outlet endorsed by Wilhelmina Randtke on April 9, 2022 and posted April 11, 2022.
37. Admit that P3 Flooring, LLC (GA Corporations Division control number 15011444) took a down payment of \$8,159.72 by check from Wilhelmina Randtke made out to Floors Outlet endorsed by Wilhelmina Randtke on April 9, 2022 and posted April 11, 2022.
38. Admit that MoFlo, LLC (GA Corporations Division control number 19113366) is a materialman for Floors Outlet.
39. Admit that MoFlo, LLC (GA Corporations Division control number 19113366) is a subcontractor of Floors Outlet for labor.
40. Admit that P3 Flooring, LLC (GA Corporations Division control number 15011444) is a materialman for Floors Outlet.
41. Admit that P3 Flooring, LLC (GA Corporations Division control number 15011444) is a subcontractor of Floors Outlet for labor.
42. Admit that on April 9, 2022, Brian McDonald was covered by workers compensation insurance under a policy issued to Floors Outlet.
43. Admit that on April 9, 2022, Brian McDonald was covered by workers compensation insurance under a policy issued to MoFlo, LLC (GA Corporations Division control number 19113366).
44. Admit that on April 9, 2022, Brian McDonald was covered by workers compensation insurance under a policy issued to P3 Flooring, LLC (GA Corporations Division control number 15011444).
45. Admit that on April 9, 2022, Brian McDonald was not covered by workers compensation insurance.
46. Admit that Brian McDonald was a licensed general contractor on April 9, 2022, according to licensing requirements in OCGA Title 43, Chapter 41, Residential and General Contractors.

47. Admit that Brian McDonald was a licensed residential contractor on April 9, 2022, according to licensing requirements in OCGA Title 43, Chapter 41, Residential and General Contractors.
48. Admit that Brian McDonald was operating as a contractor under the specialty contractor exemption on April 9, 2022, according to licensing requirements in OCGA Title 43, Chapter 41, Residential and General Contractors.
49. Admit that Brian McDonald was an unlicensed contractor (not a licensed general contractor, not a licensed residential contractor, and not under the specialty contractor exemption) on April 9, 2022, according to licensing requirements in OCGA Title 43, Chapter 41, Residential and General Contractors.
50. Admit that no employee, partner, or officer of Floors Outlet or its principals was a licensed general contractor on April 9, 2022, according to licensing requirements in OCGA Title 43, Chapter 41, Residential and General Contractors.
51. Admit that no employee, partner, or officer of Floors Outlet or its principals was a licensed residential contractor on April 9, 2022, according to licensing requirements in OCGA Title 43, Chapter 41, Residential and General Contractors.
52. Admit that no employee, partner, or officer of Floors Outlet or its principals was a licensed specialty contractor on April 9, 2022, according to licensing requirements in OCGA Title 43, Chapter 41, Residential and General Contractors.
53. Admit that the City of Statesboro Code of Ordinances Sec. 18-104. - Occupation tax levied; computation of full-time employees; occupation tax schedule; limitations available at https://library.municode.com/ga/statesboro/codes/code_of_ordinances?nodeId=PTIICOR_CH18BU_ARTVADFEREFEOCTA_S18-104OCTALECOFUMEEMOCTASCLI and attached to this Request for Admissions is a true and correct copy of the Statesboro Code of Ordinances, section 18-104 and was effective and in force April 9, 2022.
54. Admit that on April 9, 2022, Floors Outlet was required to have a local business license according to the City of Statesboro Code of Ordinances Sec. 18-104. - Occupation tax levied; computation of full-time employees; occupation tax schedule; limitations available at https://library.municode.com/ga/statesboro/codes/code_of_ordinances?nodeId=PTIICOR_CH18BU_ARTVADFEREFEOCTA_S18-104OCTALECOFUMEEMOCTASCLI . Attached to this Request for Admissions is a true and correct copy of the Statesboro Code of Ordinances, section 18-104.
55. Admit that on April 9, 2022, Floors Outlet had a location or office within the City of Statesboro.
56. Admit that on April 9, 2022, Floors Outlet did not have a local business license with the City of Statesboro.
57. Admit that on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) was required to have a local business license according to the City of Statesboro Code of Ordinances Sec. 18-104. - Occupation tax levied; computation of full-time employees; occupation tax schedule; limitations available at https://library.municode.com/ga/statesboro/codes/code_of_ordinances?nodeId=PTIICOR_CH18BU_ARTVADFEREFEOCTA_S18-104OCTALECOFUMEEMOCTASCLI

58. Admit that on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) had a location or office within the City of Statesboro.
59. Admit that on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) did not have a local business license with the City of Statesboro.
60. Admit that on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) was required to have a local business license according to the City of Statesboro Code of Ordinances Sec. 18-104. - Occupation tax levied; computation of full-time employees; occupation tax schedule; limitations available at https://library.municode.com/ga/statesboro/codes/code_of_ordinances?nodeId=PTIICO_OR_CH18BU_ARTVADFEREFEOCTA_S18-104OCTALECOFUMEEMOCTASCLI
61. Admit that on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) had a location or office within the City of Statesboro.
62. Admit that on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) did not have a local business license with the City of Statesboro.
63. Admit that labor performed at 204 Highland Rd to fulfill the April 9, 2022 contract was performed by Shannon Warren's company or its subcontractors. For purposes of this Request for Admission, treat misspellings of "Shannon Warren" as equivalent to Shannon Warren.
64. Admit that on May 27, 2022, Brian McDonald wrote a single check to a subcontractor for all labor on the April 9, 2022 contract to install tile at 204 Highland Rd.
65. Admit that between May 26 and June 1, 2022 inclusive, Brian McDonald wrote a single check to a subcontractor for all labor on the April 9, 2022 contract to install tile at 204 Highland Rd.
66. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that quarterround was not completely installed in violation of the contract provision requiring Contractor to "Install all of the materials for the designated areas". Large runs of quarterround were not caulked, while it is the practice of Floors Outlet's or its principal's subcontractors to caulk quarterround.
67. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that grout was not completely installed in violation of the contract provision requiring Contractor to "Install all of the materials for the designated areas". Grout was installed but it had large gaps and holes.
68. Admit that the original April 9, 2022 contract to install tile at 204 Highland Rd was to install Hickory grout from Mapei. The April 30, 2022 revision changed the color to Mocha grout from Mapei.
69. Admit that the April 30, 2022 revision to the April 9, 2022 contract to install tile at 204 Highland Rd was made at the suggestion of Brian McDonald or Josh White with the explanation that Hickory grout from Mapei was out of stock and back ordered while other colors including Mocha grout from Mapei were in stock and if ordered could arrive promptly.
70. Admit that grout installed under the April 9, 2022 contract to install tile at 204 Highland Rd was mixed to different consistencies such that color varies from location to location. The color variation in grout installed at 204 Highland Rd is greater than the color variation between Hickory grout and Mocha grout from Mapei.

71. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that furniture which had been moved to the garage or cover porch by Floors Outlet or its subcontractor(s) was not placed back in the house in violation of the contract provision requiring Contractor to "Set aside/put back furniture but limited to: Heavy items that customer(s) prefers to be moved".
72. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that thinset smeared and dripped on the brick porch was not cleaned in violation of the contract provision requiring Contractor to "Clean area after installation is complete".
73. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that thinset splattered on the brick siding was not cleaned in violation of the contract provision requiring Contractor to "Clean area after installation is complete".
74. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that grout and thinset smeared on interior walls was not cleaned in violation of the contract provision requiring Contractor to "Clean area after installation is complete".
75. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that grout and thinset smeared on interior doors was not cleaned in violation of the contract provision requiring Contractor to "Clean area after installation is complete".
76. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that grout and thinset smeared on kitchen cabinets was not cleaned in violation of the contract provision requiring Contractor to "Clean area after installation is complete".
77. Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd put a doorknob through the drywall in the dining room resulting in a hole in the drywall.
78. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that breaking the hole in the dry wall in the dining room at 204 Highland Rd and not patching the hole and matching paint violated the contract provision requiring Contractor to "Clean area after installation is complete".
79. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that breaking the hole in the dry wall in the dining room at 204 Highland Rd and not patching the hole and matching paint violated the duty to perform a construction contract in a workmanlike manner.
80. Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd broke a piece off a kitchen cabinet door.
81. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that breaking a piece off the kitchen cabinet at 204 Highland Rd and not repairing and matching paint violated the contract provision requiring Contractor to "Clean area after installation is complete".
82. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that breaking a piece off the kitchen cabinet at 204 Highland Rd and not repairing and matching paint violated the duty to perform a construction contract in a workmanlike manner.
83. Admit that on April 9, 2022, the display floor in the Floors Outlet showroom at 1267 Northside Dr E, Statesboro, GA 30458 included sections completed in porcelain tile. On April 9, 2022, no tiles used in the display floor were cracked.

84. Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd broke tiles into pieces while cutting and installed broken pieces of tile next to one another pieced together to recreate the tile.
85. Admit that workers under the April 9, 2022 contract installed cracked tiles.
86. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that installing cracked tile at 204 Highland Rd resulted in installation of a different quality of floor than that represented as being sold by way of showing the display floor of uncracked porcelain tiles shown to Defendants on April 9, 2022 at the Floors Outlet showroom at 267 Northside Dr E, Statesboro, GA 30458.
87. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that installing cracked tile at 204 Highland Rd violated the duty to perform a construction contract in a workmanlike manner.
88. Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd made all cuts to tile with a wet saw. (For purposes of this Request for Admission, using a garden hose to drip water onto the blade of an angle grinder while cutting should not be considered to be using a wet saw.)
89. Admit that dry cut tiles represent approximately 28% of tiles installed under the April 9, 2022 contract to install tile at 204 Highland Rd.
90. Admit that dry cut tiles represent more than 20% of tiles installed under the April 9, 2022 contract to install tile at 204 Highland Rd.
91. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that instructions on the boxes in which the tile was packed indicate to wet cut and not to dry cut tile such that dry cutting the tile reduced the quality of supplies to below what was contracted for.
92. Admit that tiles installed at 204 Highland Rd which were cut, were cut with jagged, flaked, or wavy edges rather than smooth cut edges.
93. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that cutting tile with flaked, jagged, or wavy edges violated the duty to perform a construction contract in a workmanlike manner.
94. Admit that replacement of tiles along walls, such as tiles which were cut to size in order to fit along a wall, requires removal and reinstallation of quarterround.
95. Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd made 25% or fewer of cuts to tile with an angle grinder or dry saw rather than a wet saw. (For purposes of this Request for Admission, using a garden hose to drip water onto the blade of an angle grinder while cutting should not be considered to be using a wet saw.)
96. Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd made 25% to 50% of cuts to tile with an angle grinder or dry saw rather than a wet saw. (For purposes of this Request for Admission, using a garden hose to drip water onto the blade of an angle grinder while cutting should not be considered to be using a wet saw.)
97. Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd made 51% to 75% of cuts to tile with an angle grinder or dry saw rather than a wet saw. (For purposes of this Request for Admission, using a garden hose to drip water onto the blade of an angle grinder while cutting should not be considered to be using a wet saw.)

98. Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd made 76% or greater of cuts to tile with an angle grinder or dry saw rather than a wet saw. (For purposes of this Request for Admission, using a garden hose to drip water onto the blade of an angle grinder while cutting should not be considered to be using a wet saw.)
99. Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd made all cuts to tile with an angle grinder or dry saw rather than a wet saw. (For purposes of this Request for Admission, using a garden hose to drip water onto the blade of an angle grinder while cutting should not be considered to be using a wet saw.)
100. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that while disconnecting or reconnecting the washing machine a worker performing under the April 9, 2022 contract damaged the washing machine hookup in violation of the contract provision requiring Contractor to "Remove and reinstall appliances".
101. Admit that disconnecting or reconnecting a washing machine or refrigerator to a plumbing system is "plumbing", according to OCGA 43-14-2 which defines plumbing as "'Plumbing" means the practice of installing [. . .] appliances [. . .] in connection with [. . .] public or private water supply systems within or adjacent to any building, structure, or conveyance [. . .]".
102. Admit that all labor under the April 9, 2022 contract to install tile at 204 Highland Rd was performed under a single subcontract from Floors Outlet or its principal(s) to the same subcontractor.
103. Admit that labor under the April 9, 2022 contract to install tile at 204 Highland Rd was performed under a subcontract with labor charges in excess of \$2,500. If multiple subcontractors were used, answer affirmatively if at least one subcontract included labor charges in excess of \$2,500.
104. Admit that Brian McDonald uses the email address brian@floors-outlet.com to conduct business for Floors Outlet or its principals.
105. Admit that Brian McDonald uses the phone number 912-243-5477 to conduct business for Floors Outlet or its principals.
106. Admit that Josh White uses the email address jcwhite1103@gmail.com to conduct business for Floors Outlet or its principals.
107. Admit that Josh White uses the phone number 678-232-3817 to conduct business for Floors Outlet or its principals.
108. Admit that the tile flooring installed at 204 Highland Rd is installed below industry standards.
109. Admit that the tile flooring installed at 204 Highland Rd is installed 10% below industry standards.
110. Admit that the tile flooring installed at 204 Highland Rd is installed more than 10% below industry standards (11% to 100% below industry standards).
111. Admit that the tile flooring installed at 204 Highland Rd is installed 1% to 9% below industry standards.
112. Admit that the tile flooring installed at 204 Highland Rd is installed meeting industry standards.

113. Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that installing tile below industry standards violated the duty to perform a construction contract in a workmanlike manner.
114. Admit that a United States penny is 1.52mm thick.
115. Admit that a United States penny is approximately 1/16 inch thick (the thickness of a penny rounds to 0.06 inches and 1/16 inch rounds to 0.06 inches).
116. Admit that the spec sheet included as Exhibit Z to Defendants' Answer filed on August 9, 2022 in this case is a true and accurate spec sheet for the tile in the April 9, 2022 contract to install tile at 204 Highland Rd. Because the Magistrate Court of Bulloch County altered the record in that the Magistrate Court printed out Exhibits in black and white on a low quality printer and then scanned them which greatly reduced legibility, refer to Exhibit Z as posted at <https://happy-floors.s3.us-west-1.amazonaws.com/production%2F2021-01-12%2FEternity-1.pdf-a6732393-38a5-4c89-9677-3deda5313e71.pdf> (an incoming link is posted from the "Brochure" link available at <https://www.happy-floors.com/product/eternity/>). A printout of the spec sheet is enclosed as an attachment.
117. Admit that lippage of more than 1/32 inch is unacceptable for the tile in the April 9, 2022 contract to install tile at 204 Highland Rd.
118. Admit that lippage of more than 1/16 inch is unacceptable for the tile in the April 9, 2022 contract to install tile at 204 Highland Rd.
119. Admit that lippage of more than 3/32 inch is unacceptable for the tile in the April 9, 2022 contract to install tile at 204 Highland Rd.
120. Admit that lippage of more than 1/8 inch is unacceptable for the tile in the April 9, 2022 contract to install tile at 204 Highland Rd.
121. Admit that lippage in at least some areas of 204 Highland Rd is more than 1/32 of an inch.
122. Admit that lippage in at least some areas of 204 Highland Rd is more than 1/16 of an inch.
123. Admit that lippage in at least some areas of 204 Highland Rd is more than 3/32 of an inch.
124. Admit that lippage in at least some areas of 204 Highland Rd is more than 1/8 of an inch.
125. Admit that 204 Highland Rd is concrete slab construction.
126. Admit that all tile installed at 204 Highland Rd was installed directly onto the concrete slab.
127. Admit that removal of tile flooring from a concrete slab destroys all installed materials such as tile, grout, and thinset, such that they cannot be reused nor reinstalled.
128. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, Floors Outlet would charge \$16,319.44.
129. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and to get to the same install contracted for on April 9, 2022, Floors Outlet would charge more than \$16,319.44 (representing additional costs to remove tile over the preexisting flooring).

130. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, Floors Outlet would charge \$16,719.44.
131. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, Floors Outlet would charge more than \$16,719.44 (representing additional costs to remove tile over removal of carpet and laminate).
132. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, Floors Outlet would charge \$22,261.94 (representing additional costs to remove tile over removal of carpet and laminate).
133. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, Floors Outlet would charge more than \$22,261.94 (representing additional costs to remove tile over removal of carpet and laminate).
134. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, Floors Outlet would charge \$22,661.94 (representing additional costs to remove tile over removal of carpet and laminate).
135. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, Floors Outlet would charge more than \$22,661.94 (representing additional costs to remove tile over removal of carpet and laminate).
136. Admit that to remove the tile flooring at 204 Highland Rd, MoFlo, LLC (GA Corporations Division control number 19113366) would charge \$5.00 per square foot to remove tile.
137. Admit that to remove the tile flooring at 204 Highland Rd, MoFlo, LLC (GA Corporations Division control number 19113366) would charge more than \$5.00 per square foot to remove tile.
138. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) would charge \$16,319.44.
139. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and to get to the same install contracted for on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) would charge more than \$16,319.44 (representing additional costs to remove tile over the preexisting flooring).
140. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) would charge \$16,719.44.
141. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) would charge more than \$16,719.44 (representing additional costs to remove tile over removal of carpet and laminate).

142. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) would charge \$22,261.94 (representing additional costs to remove tile over removal of carpet and laminate).
143. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) would charge more than \$22,261.94 (representing additional costs to remove tile over removal of carpet and laminate).
144. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) would charge \$22,661.94 (representing additional costs to remove tile over removal of carpet and laminate).
145. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) would charge more than \$22,661.94 (representing additional costs to remove tile over removal of carpet and laminate).
146. Admit that to remove the tile flooring at 204 Highland Rd, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge \$5.00 per square foot to remove tile.
147. Admit that to remove the tile flooring at 204 Highland Rd, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge more than \$5.00 per square foot to remove tile.
148. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge \$16,319.44.
149. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and to get to the same install contracted for on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge more than \$16,319.44 (representing additional costs to remove tile over the preexisting flooring).
150. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge \$16,719.44.
151. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge more than \$16,719.44 (representing additional costs to remove tile over removal of carpet and laminate).
152. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge \$22,261.94 (representing additional costs to remove tile over removal of carpet and laminate).

153. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge more than \$22,261.94 (representing additional costs to remove tile over removal of carpet and laminate).
154. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge \$22,661.94 (representing additional costs to remove tile over removal of carpet and laminate).
155. Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge more than \$22,661.94 (representing additional costs to remove tile over removal of carpet and laminate).
156. Admit that the tile in the April 9, 2022 contract to install tile at 204 Highland Rd. is a PEI 5 tile.
157. Admit that the tile in the April 9, 2022 contract to install tile at 204 Highland Rd. is a PEI 5 tile with an ADA rating for slip resistance.
158. Admit that a total cost of \$22,261.94 is a reasonable cost to remove tile, prepare the floor, install PEI 5 tile with an ADA rating for slip resistance, and complete finishing work such as quarterround in Bulloch County.
159. Admit that a total cost of \$22,661.94 is a reasonable cost to remove tile, prepare the floor, install PEI 5 tile with an ADA rating for slip resistance, and complete finishing work such as quarterround in Bulloch County.
160. Admit that a total cost of \$26,327.21 is a reasonable cost to remove tile, prepare the floor, install PEI 5 tile with an ADA rating for slip resistance, and complete finishing work such as quarterround in Bulloch County.
161. Admit that a total cost of \$800 is a reasonable cost to clean thinset off a 7 foot by 13 foot brick porch in Bulloch County.
162. Admit that a total cost of \$705 is a reasonable cost to paint kitchen cabinets in Bulloch County.
163. Admit that 11 days is a reasonable time to perform the following work: remove all tile installed at 204 Highland Rd. under the April 9, 2022 contract, prepare the floor, properly install tile, and do finishing work such as quarterround install.
164. Admit that it is reasonable for residents of a house to stay in a hotel while tile is removed from the house, because dust produced during tile removal is a health hazard.
165. Admit that it is reasonable for residents of a house to stay in a hotel while tile is installed in the house, because walking on recently installed tile before the thinset is cured can damage the installation resulting in an installation below industry standards.
166. Admit that a total cost of \$2,594.48 is a reasonable cost for a hotel stay for six people for 11 days in Bulloch County.
167. Admit that a total cost of \$2,307.72 is a reasonable cost for rental of storage unit space to store furniture from 1335 square feet of a residential house for one month in Bulloch County.

168. Admit that one month of storage unit space is reasonable to store furniture during a 2 week tile installation, because storage units in Bulloch County and storage rentals such as PODS have a minimum rental duration of one month.

This day of September 13, 2022



Wilhelmina Randtke, Defendant
204 Highland Rd.
Statesboro, GA 30458



Edwin Alexander, Defendant
204 Highland Rd.
Statesboro, GA 30458

Attachment: Statesboro Code of Ordinances, Section 18-104

Sec. 18-104. - Occupation tax levied; computation of full-time employees; occupation tax schedule; limitations.

(a) An occupation tax based upon number of employees is levied upon businesses and practitioners of professions and occupations if the business or practitioner:

(1) Has one or more locations or offices within the corporate limits of the City; or

(2) Is an out-of-state business or practitioner with no location or office in the city but:

a. Has employees or agents engaging in substantial efforts to solicit business or serve customers or clients within the corporate limits of the city; or

b. Owns personal or real property that generates income and is located within the corporate limits of the city.

(b) The occupation tax is levied based on the number of employees of the business or practitioner as computed on a full-time basis or full-time position equivalent basis, provided that for the purpose of this computation an employee who works 40 hours or more weekly shall be considered a full-time employee and that the average weekly hours of employees who work less than 40 hours weekly shall be added and such sum shall be divided by 40 to produce full-time position equivalents.

(c) The occupational tax is levied in accordance with the schedule in Appendix A [attached to the ordinance from which this article derives.]

(d) The city shall not require the payment of more than one occupation tax for each location of a business or practitioner.

(e) A business or practitioner that has locations in Georgia and is subject to occupation tax by more than one local government in Georgia shall only be subject to occupation tax by the City of Statesboro for the number of employees who are employed within the corporate limits of the city.

(1) This limitation shall only apply when the business or practitioner has provided to the city satisfactory proof of current payment of the occupation tax to the other local government(s).

(2) If an employee works for the same business in more than one jurisdiction, the city or county in which the employee works the most in a calendar year may count the employee for occupation tax purposes.

(f) A business or practitioner with no location or office in Georgia shall only be required to pay occupation tax to the local government in Georgia where the largest dollar volume of business is done or service is performed by such business or practitioner.

(1) This limitation shall only apply when the business or practitioner has provided to the city satisfactory proof as to the applicability of this subsection.

(2) If a business or practitioner with no location or office in Georgia provides to the city proof of payment of a local business or occupation tax in another state that purports to tax the business's or practitioner's sales or services in this state, then the business or practitioner shall be exempt from this occupation tax.

(g) Real Estate brokers shall be subject to occupation tax pursuant to this ordinance only if they maintain a principal branch or office in the city.

(Ord. of 7-5-07)

CO E
ASTM C-1028 -> 0.6
DIN 030
UNI 081

QUESTI PORTELANNO CONFORMAZIONE IN MASSA
POLYCLAND FORMWARE WITH MASS COLONING

UNI 1133
UNI 1132
UNI 1131

GM

R10-R

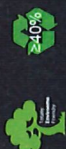
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Gruppo di appartenenza secondo ISO 15024

Bla GL

CE

Caratteristiche Features	Valori medio Saline mean value	Valore minimo Lower value	Metodo di prova Test method
Dimensioni larghezza e spessore Dimensions - Length and width	+/- 0.6 max		UNI EN ISO 10545-2
Regolarità della lami Surface irregularities	+/- 0.5 max		UNI EN ISO 10545-2
Omogeneità degli spessori Thickness homogeneity	+/- 0.6 max		UNI EN ISO 10545-2
Stabilità Stability	+/- 0.5 max		UNI EN ISO 10545-2
Spessore Thickness	+/- 5.0 max		UNI EN ISO 10545-2
Absorbimento di acqua Water absorption	0.05+ 0.09	0.05	UNI EN ISO 10545-3
Stabilità di forma Shape stability	conforme conform		UNI EN ISO 10545-4
Modulo di rottura Breaking strength	N	55	UNI EN ISO 10545-5
Distorsione termica Thermal expansion	MK (%)	7.0	UNI EN ISO 10545-6
Resistenza agli sbalzi Thermal shock resistance	resiste resist		UNI EN ISO 10545-9
Resistenza ai prodotti chimici Resistance to chemical products	conforme conform		UNI EN ISO 10545-10
Resistenza al gelo Frost resistance	MINUB		UNI EN ISO 10545-11
Stabilità anticolor Colour stability	UNI U1A		UNI EN ISO 10545-13
Resistenza all'abrasione Abrasion resistance	resiste resist		UNI EN ISO 10545-12
Stabilità anticolor Colour stability	stabile stable		DIN 51094



www.happy-floors.com

ETERNITY



ETERNITY

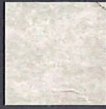
FULL BODY PORCELAIN



Almond - 12'x24"
PEI V



Almond - 18'x18"



Almond - 12'x12"



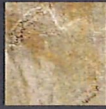
Almond - 6'x6"



Gold - 12'x24"
PEI V



Gold - 18'x18"



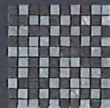
Gold - 12'x12"



Gold - 6'x6"



1x2 Mosaic Mix
Murato - 12'x12"
Black - Grey



1.5x1.5 Mosaic Mix
Mesico - 12'x12"
Black - Grey



1.5x1.5 Mosaic Mix
Forest - Multicolor



1.5x1.5 Mosaic Mix
Gold - Almond

Brushed
Metal Corner 1"x1"

Brushed
Metal Pencil 1"x11.7"

Bullnose 3"x12"
available in all colors



ASTM C
1028 > 0.6
0.9 / 0.60
M10.61



Grey - 12'x24"
PEI IV



Grey - 18'x18"



Grey - 12'x12"



Grey - 6'x6"



Forest - 12'x24"
PEI IV



Forest - 18'x18"



Forest - 12'x12"



Forest - 6'x6"



Black - 12'x24"
PEI IV



Black - 18'x18"



Black - 12'x12"



Black - 6'x6"



Multicolor - 12'x24"
PEI IV



Multicolor - 18'x18"



Multicolor - 12'x12"



Multicolor - 6'x6"



CERTIFICATE OF SERVICE

I certify that I sent a copy of this DEFENDANTS' FIRST REQUEST FOR ADMISSIONS FROM AMBIGUOUSLY IDENTIFIED CLIENT(S) OF R. MATTHEW SHOEMAKER by certified mail to:

R. Matthew Shoemaker
Jones Cork LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P.O. Box 6437
Macon, Georgia 31208-6437

Signed September 13, 2022



Wilhelmina Randtke
204 Highland Rd
Statesboro, GA 30458
850-345-6123

IN THE STATE COURT OF BULLOCH COUNTY, STATE OF GEORGIA **OCT 01, 2022 03:39 PM**


Heather Banks McNeal, Clerk
Bulloch County, Georgia

MO FLO LLC
1267 NORTHSIDE DRIVE EAST
STATESBORO, GA 30458
DBA: FLOORS OUTLET

Plaintiff(s)

VS

WILHELMINA ALEXANDER EDWIN ALEXANDER)
204 HIGHLAND RD 204 HIGHLAND RD)
STATESBORO, GA 30458 STATESBORO, GA 30458)
Defendants

) State Court: STCV2022000202
) Magistrate Court : 2022-11739CS
)
) MOTION TO RECUSE JUDGE JOSEPH
) CUSHNER ON GROUNDS THAT HIS
) WIFE IS IN AN ATTORNEY IN THE SAME
) FIRM AS OPPOSING COUNSEL AND ON
) GROUNDS THAT HIS WIFE HAS A
) CURRENT ONGOING FINANCIAL
) RELATIONSHIP WITH PLAINTIFF

MOTION TO RECUSE JUDGE JOSEPH CUSHNER ON GROUNDS THAT HIS WIFE IS IN AN
ATTORNEY IN THE SAME FIRM AS OPPOSING COUNSEL AND ON GROUNDS THAT HIS
WIFE HAS A CURRENT ONGOING FINANCIAL RELATIONSHIP WITH PLAINTIFF

Defendants move for recusal of Judge Joseph Cushner in this case (State Court
STVC2022000202) on grounds that his wife, Leslie Cushner, currently represents one of the
plaintiff parties needed for just adjudication. His wife currently represents Prince Preston,
owning partner of Floors Outlet and owner of MoFlo, LLC, in another case. Because of this
relationship, one of the parties in this case is currently paying money on an ongoing basis to
Judge Cushner's household, he has a pecuniary interest in this case and in the September 8
Motion for Joinder. An affidavit in support of this is attached.

This day of October 1, 2022.


Wilhelmina Randtke, Defendant
204 Highland Rd.
Statesboro, GA 30458


Edwin Alexander, Defendant
204 Highland Rd.
Statesboro, GA 30458

CERTIFICATE OF SERVICE

I certify that I filed a copy of this MOTION TO RECUSE JUDGE JOSEPH CUSHNER ON GROUNDS THAT HIS WIFE IS IN AN ATTORNEY IN THE SAME FIRM AS OPPOSING COUNSEL AND ON GROUNDS THAT HIS WIFE HAS A CURRENT ONGOING FINANCIAL RELATIONSHIP WITH PLAINTIFF with the State Court of Bulloch County and will mail copies to:

Christopher R. Gohagan
12 Siebald Street
Post Office Box 327
Statesboro, Georgia 30459

Brian McDonald
208 Spotted Fawn RD N
Statesboro, GA 30458

R. Matthew Shoemaker
Jones Cork LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P.O. Box 6437
Macon, Georgia 31208-6437

Signed October 1, 2022



Wilhelmina Randtke
204 Highland Rd
Statesboro, GA 30458

IN THE STATE COURT OF BULLOCH COUNTY, STATE OF GEORGIA

MO FLO LLC
1267 NORTHSIDE DRIVE EAST
STATESBORO, GA 30458
DBA: FLOORS OUTLET

Plaintiff(s)

VS

WILHELMINA ALEXANDER EDWIN ALEXANDER
204 HIGHLAND RD 204 HIGHLAND RD
STATESBORO, GA 30458 STATESBORO, GA 30458
Defendants

) State Court: STCV2022000202
) Magistrate Court : 2022-11739CS
)
) AFFIDAVIT IN SUPPORT OF MOTION TO
) RECUSE JUDGE JOSEPH CUSHNER
) ON GROUNDS THAT HIS WIFE IS IN AN
) ATTORNEY IN THE SAME FIRM AS
) OPPOSING COUNSEL AND ON
) GROUNDS THAT HIS WIFE
) HAS A CURRENT ONGOING FINANCIAL
) RELATIONSHIP WITH PLAINTIFF

AFFIDAVIT IN SUPPORT OF MOTION TO RECUSE JUDGE JOSEPH CUSHNER ON
GROUNDS THAT HIS WIFE IS IN AN ATTORNEY IN THE SAME FIRM AS OPPOSING
COUNSEL AND ON GROUNDS THAT HIS WIFE HAS A CURRENT ONGOING FINANCIAL
RELATIONSHIP WITH PLAINTIFF

1. On September 29, 2022, Defendants became aware of a conflict of interest for Judge Joseph Cushner in the following way.
2. Previously, on or around September 21, 2022, Defendants received a copy of a Claim of Lien by mail filed against 204 Highland Rd. by "Mo Flo, LCC" and in which Mo Flo, LLC claims to be a "subcontractor, materialman and mechanic" but does not claim to be a contractor nor to have privity with us and does not give the name of the alleged contractor. This claim of lien is attached.
3. In researching the lien perfection and foreclosure process, Defendants became aware of the following: That the lien perfection process would involve suing and serving process on the contractor, but would not involve actual notice to nor services of process on the property owners in the proceeding to perfect the lien. That the lien foreclosure process would involve publishing notice in the paper, but would not involve actual notice nor service of process on the property owners in the foreclosure proceeding. Defendants

Wilhelmina Randtke and Edwin Alexander are the property owners. Defendants believe that Mo Flo, LLC may coordinate with companies owned by the same management to get a default judgment by Mo Flo, LLC against another company registered to the same management, get a default judgment against a strawman company with no capital, and then foreclose without ever having to give Wilhelmina Randtke or Edwin Alexander actual notice of the lien perfection action nor of the foreclosure action.

4. On September 29, 2022, Defendants were researching cases in PeachCourt.com in the Superior Court of Bulloch County with a goal of detecting any proceeding to perfect the Claim of Lien. Defendants searched variations of plaintiffs' names which have been given in this proceeding. In this process, Defendants noticed that Prince Preston, an owning partner of Floors Outlet, was a plaintiff in a recently opened case and is currently represented by Leslie Cushner in the Superior Court of Bulloch County in case no. SUDR2022000290 opened in August 2022.
5. Because the last name is the same as the judge, Joseph Cushner, Defendants researched and found a newspaper article in the Statesboro Herald stating that Leslie Cushner and Joseph Cushner are married. The newspaper article states that at the time of the article, in 2019, Joseph Cushner was the Bulloch County Solicitor General. This newspaper is attached to this filing.
6. Joseph Cushner's biography on the website for the State Court of Bulloch County states that he previously served as Solicitor-General of Bulloch County. This biography is attached to this filing.
7. Our August 9, 2022 Defendants' Answer filed in the Magistrate Court of Bulloch County and transferred to State Court, brought counterclaims against Prince Preston as an owning partner of Floors Outlet.

8. Our September 8, 2022, Motion For Joinder And Motion To Correct The Party Names And Clarify Whether Brian McDonald Has Already Appeared Or Needs To Be Served requested Prince Preston be joined as a person needed for just adjudication.
9. Judge Joseph Cushner's wife, Leslie Cushner, currently represents a plaintiff in another matter and currently has a financial relationship with a plaintiff in this case. Prince Preston is currently making payments directly to Judge Joseph Cushner's household.
10. Prince Preston is an owning partner of Floors Outlet, the company we make the contract with. We named Prince Preston as a party to this suit in our August 9, 2022 Defendants' Answer in paragraphs 1, 10, 12, 16, 19-21, 26-27, 46, 52, 55, 57, 74-75, 97, 100-102, 104.
11. Prince Preston also is representing Mo Flo, LLC in the engagement with this legal action. He hired legal counsel here, and has decision making authority in this case. On August 23, 2022, Chris Gogohan mailed to Defendant's address a bill to Prince Preston and his whole packet of documents, which we returned. Our email to Chris Gogohan is attached, as is the bill, and cover letter. Prince Preston retained counsel in this case and is a party with a financial interest as he works for Mo Flo, LLC and engaged counsel on behalf of Mo Flo, LLC.
12. Exhibit O attached to our August 9, 2022 Defendants' Answer shows a local business permit obtained by "MOFLO LCC DBA: FLOORS OUTLET" on June 1, 2022 the day after Floors Outlet stopped work. That local business permit lists Prince Preston as an owner along with Randy Childs, and Brian McDonald, and shows Prince Preston's ownership and financial interest close in time to when Floors Outlet contracted with us.
13. Additionally, Defendants noticed that the law firm at which Leslie Cushner is employed by Taulbee, Rushing, Snipes, Marsh and Hodgins, LLC. The list of attorneys from the firm's website is attached to this filing.

14. According to the newspaper article, Leslie Cushner was promoted to equity partner in 2019, and so has a financial interest in the business of the law firm.
15. Taulbee, Rushing, Snipes, Marsh and Hodgins, LLC is the same law firm that employees Chris Gohagan, who filed a notice of appearance in this case on September 26, 2022.
16. According to Opinion 20 of the Judicial Qualifications Commission of Georgia, a judge is disqualified to handle a case in which one of the lawyers is a member of a firm that includes the judge's son.
17. Ga. Code. Jud. Cond. 2.11 states, "Judges shall disqualify themselves in any proceeding in which their impartiality might reasonably be questioned, or in which: (1) The judge has a personal bias or prejudice concerning [. . .] a party's lawyer". And "Judges shall disqualify themselves in any proceeding in which their impartiality might reasonably be questioned, or in which: (2) The judge is within the third degree of relationship to any of the following listed persons, or the judge's spouse, domestic partner, intimate partner, or any other member of a judge's family residing in the judge's household is within the third degree of relationship to any of the following persons: [. . .] (b) a lawyer in the proceeding; (c) a person known by the judge to have a more than de minimis interest that could be substantially affected by the outcome of the proceeding".
18. OCGA 15-1-8 gives disqualification rules and states in part, "(a) No judge [. . .] shall: [. . .] (2) Preside, act, or serve in any case or matter when such judge is related by consanguinity or affinity within the third degree as computed according to the civil law to any party interested in the result of the case or matter".
19. The word "party" as used in statute under which judge is disqualified when related to party interested in result of case is not restricted to technical limitation of party to case, but includes those who are interested in result of the case, although not parties of record. *Gray v. Barlow*, 1978, 241 Ga. 347, 245 S.E.2d 299

20. Within statute prohibiting judge from sitting in cause wherein he is related to either "party," "party" includes any one pecuniarily interested in result of case, not merely party to record. Dennard v. State, 1933, 46 Ga.App. 513, 168 S.E. 311.
21. The spousal relationship is within the close family relationship covered by recusal rules. The recusal in Friends of Chattahoochee, Inc. v. Longleaf Energy Associates, LLC, 285 Ga. 859, 862-863, 684 S.E.2d 632, 63 (2009) states, "Nevertheless, it is imperative that the public have faith and trust in the impartiality of the justice system, and any 'appearance of impropriety' that may exist is enhanced where the relative at issue is the judge's spouse. Therefore, I will disqualify myself from any case in which King & Spalding lawyers are actively representing a party before this Court, including this case. In such cases, no motion to disqualify me needs to be filed; however, if it appears that I have inadvertently overlooked such representation, a motion or a simple letter to our Clerk, copying opposing counsel and advising of that fact, will be welcome."

Signed,



Wilhelmina Randtke



Edwin Alexander

State of Georgia
County of Bulloch

State of Georgia
County of Bulloch

Sworn to (or affirmed) and subscribed before me this 10/11/2022, by Wilhelmina Randtke (Name of Signer).

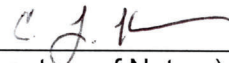
Sworn to (or affirmed) and subscribed before me this 10/11/2022, by Edwin Alexander (Name of Signer).

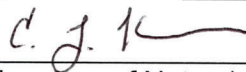
Personally Known
 Produced Identification

Personally Known
 Produced Identification

Type and # of ID Driver's License R532-898-80
946-0

Type and # of ID Driver's License A425-210-79-447-0


 (Signature of Notary)


 (Signature of Notary)

C L Kelsaw
NOTARY PUBLIC
Bulloch County, GEORGIA
(Name of Notary Public, typed, stamped, or Printed)

C L Kelsaw
NOTARY PUBLIC
Bulloch County, GEORGIA
(Name of Notary Public, typed, stamped, or Printed)

My Commission Expires
05/23/2026
Notary Public, State of Georgia

My Commission Expires
05/23/2026
Notary Public, State of Georgia

RETURN RECORDED DOCUMENT TO:
Taulbee, Rushing, Snipes, Marsh & Hodgins, LLC
c/o Christopher R. Gohagan
12 Siebald Street, Statesboro, Georgia 30458

CROSS REFERENCE:
Deed Book 2701, Pages 560-561

FILED IN OFFICE
CLERK OF COURT
09/13/2022 09:10 AM
HEATHER BANKS MCNEAL, CLERK
SUPERIOR COURT
BULLOCH COUNTY, GA

COUNTY OF BULLOCH]
STATE OF GEORGIA]

Heather Banks McNeal

7084885854
PARTICIPANT ID

CLAIM OF LIEN

This claim of lien expires and is void 395 days from the date of filing of the claim of lien if no notice of commencement of lien action is filed in that time period. The owner is hereby further notified that said owner has the right to contest this lien.

MO FLO, LLC, a subcontractor, materialman and mechanic, files this preliminary notice of lien rights in the amount of EIGHT THOUSAND EIGHT HUNDRED SIXTY-NINE DOLLARS AND SEVENTY-TWO CENTS (\$8,869.72) as of JULY 12, 2022, plus interest on the follow described property:

All that tract or parcel of land lying and being in the 1209th G.M. District of Bulloch County, Georgia, and in the City of Statesboro, being known and designated as Lot No. 1, Block F of Orchard Hills Subdivision as shown by a plat of same prepared by Lamar O. Reddick & Associates, Surveyors, dated May 12, 1987, recorded in Plat Book 29, Page 74, Bulloch County, Georgia records.

and improvements thereon. The owners of said property are EDWIN J. ALEXANDER and WILHELMINA RANDTKE, having an address of 204 HIGHLAND ROAD, STATESBORO, GEORGIA 30458.

The lien is claimed for the following labor, material, and services furnished by Lienor for improving said property: PROPERTY located at 204 HIGHLAND ROAD, STATESBORO, GEORGIA 30458, in the amount of EIGHT THOUSAND EIGHT HUNDRED SIXTY-NINE DOLLARS AND SEVENTY-TWO CENTS (\$8,869.72). The last date of delivery of materials and services under this job was JUNE 14, 2022.

This 12th day of SEPTEMBER 2022.

TAULBEE, RUSHING, SNIPES,
MARSH & HODGIN, LLC

/s/ Christopher R. Gohagan
CHRISTOPHER R. GOHAGAN
Georgia Bar No.: 313902
ATTORNEY FOR
MO FLO, LLC

P.O. Box 327
Statesboro, Georgia 30459
P: (912) 764-9055
F: (912) 764-8687

STEPHEN T. RUSHING
DANIEL B. SNIPES (GA & SC)
LAURA T. MARSH
WESLEY C. TAULBEE
SCOTT A. HODGIN
CHRISTOPHER R. GOHAGAN (GA & SC)
CHARLIE MCCOOK
SPENCER TYSON
KAYLEE SHEPPARD SHEALY

OF COUNSEL:
DAN R. TAULBEE

LAW OFFICES
**TAULBEE, RUSHING, SNIPES,
MARSH & HODGIN, LLC**
12 SIEBALD STREET
POST OFFICE BOX 327
STATESBORO, GEORGIA 30458
www.statesborolawgroup.com

P: 912-764-9055
F: 912-764-8687
E: awall@statesborolawgroup.com

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

September 13, 2022

Edwin J. Alexander
Wilhelmina Randtke
204 Highland Road
Statesboro, Georgia 30458
(NO: 7021 0350 0000 6836 9341)

**RE: CLAIM OF LIEN FOR PROPERTY LOCATED AT 204 HIGHLAND ROAD,
STATESBORO, BULLOCH COUNTY, GEORGIA**

TO WHOM IT MAY CONCERN:

Please find the enclosed Claim of Lien which by Mo Flo, LLC against the above-referenced property on dated September 12, 2022. This notice is being provided to you pursuant to O.C.G.A. § 44-14-361.1(a)(2) as you have been identified as the owner (as agent for the owner) of this property.

Sincerely,
TAULBEE RUSHING SNIPES
MARSH & HODGIN, LLC

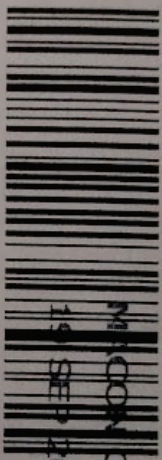

Ashley Wall
Paralegal to Christopher R. Gohagan

P: (912) 764-9055
F: (912) 764-8687
E: awall@statesborolawgroup.com

Enclosures/aw

LAW OFFICES
TAUBEE, RUSHING, SNIPES,
MARSH & HODGIN, LLC
P O BOX 327
STATESBORO, GEORGIA 30459

VERIFIED MAIL



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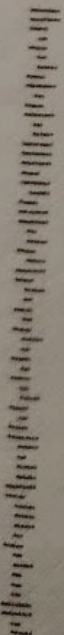
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SEP 19 2022



Edwin J. Alexander
Wilhelmina Rantke
204 Highland Road
Statesboro, GA 30458

30458-078504



Statesboro Herald

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Law firm names Leslie Cushner as a partner



Leslie Cushner

Published: Jan 28, 2019, 5:13 PM



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Seasons of Japan

PIGSKIN PICK'EM

The Statesboro law firm of Taulbee, Rushing, Snipes, Marsh, and Hodgkin, LLC announces that Leslie H. Cushner was promoted to partner.

A graduate of The George Washington University and the University of Georgia School of Law, Cushner joined the firm in 2013. Her areas of practice include personal injury, motor vehicle accidents and family law matters.

Firm partner Laura Marsh said: "Leslie is brilliant, dedicated and does an outstanding job for her clients. She is an excellent attorney and we are thrilled that she and Joseph have made Statesboro their home and that she will be joining the firm as an equity partner."

Cushner is married to Bulloch County Solicitor General Joseph Cushner and mother to two daughters. Her community involvement includes the United Way of Southeast Georgia, Statesboro Service League, and the Lynda Brannen Williamson Women's Leadership Academy.

SIGN UP FOR THE HERALD'S FREE E-NEWSLETTER

PAC DRIVE-IN MOVIE SERIES
BULLOCH ACADEMY
STARTS SATURDAY WITH
'DREAMGIRLS' IN FINAL FOUR



LOCAL PAGE 13A

Weekend
10/04/2021
A. Johnson
PHOTOGRAPHY

Statesboro Herald

www.statesboroherald.com

SFD makes request for more staff

50-person agency logged 1,214 calls in 2020

NEWS - The Statesboro Fire Department (SFD) is requesting the City Council to approve a 50-person increase in staff for the 2021 fiscal year. The department's budget for 2021 is \$1,214,000, which is a 10% increase over the 2020 budget of \$1,103,000. The department's budget for 2022 is \$1,314,000, which is a 9% increase over the 2021 budget. The department's budget for 2023 is \$1,414,000, which is a 8% increase over the 2022 budget. The department's budget for 2024 is \$1,514,000, which is a 7% increase over the 2023 budget. The department's budget for 2025 is \$1,614,000, which is a 7% increase over the 2024 budget. The department's budget for 2026 is \$1,714,000, which is a 6% increase over the 2025 budget. The department's budget for 2027 is \$1,814,000, which is a 6% increase over the 2026 budget. The department's budget for 2028 is \$1,914,000, which is a 6% increase over the 2027 budget. The department's budget for 2029 is \$2,014,000, which is a 5% increase over the 2028 budget. The department's budget for 2030 is \$2,114,000, which is a 5% increase over the 2029 budget.

By the Staff
PHOTOGRAPHY

'Blessing of the Crops'



NEWS - The Statesboro Community Church is celebrating the 100th anniversary of the church's founding in 1921. The church is a member of the United Methodist Church and is located at 1000 N. Main St. in Statesboro, Ga. The church's website is www.statesborochurch.org. The church's phone number is 912-329-1234. The church's fax number is 912-329-1235. The church's email address is info@statesborochurch.org. The church's social media pages are Facebook: Statesboro Community Church, Instagram: statesborochurch, and Twitter: statesborochurch. The church's mailing address is 1000 N. Main St., Statesboro, Ga. 30428. The church's website is www.statesborochurch.org. The church's phone number is 912-329-1234. The church's fax number is 912-329-1235. The church's email address is info@statesborochurch.org. The church's social media pages are Facebook: Statesboro Community Church, Instagram: statesborochurch, and Twitter: statesborochurch. The church's mailing address is 1000 N. Main St., Statesboro, Ga. 30428.

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Updated: Sep 29, 2022, 4:34 PM
Published:



It's that time of year again, and Hurricane Ian has us square in its sights. While the path may vary by the time you read this, it is currently predicted to come right through the southeast Georgia region.

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PAC DRIVE IN MOVIE SERIES BULLDOCH ACADEMY STARTS SATURDAY WITH BOYS SQUARE OFF 'DREAMGIRLS' IN FINAL FOUR

LOCAL PAGE 3A
SPORTS PAGE 13A

Wages and
Earnings
03/05/2021
A. B. Johnson
PHOTOGRAPHY

Statesboro Herald

SFD makes request for more staff

50-person agency logged 1,214 calls in 2020

Statesboro, Ga. (SFD) - The Statesboro Fire Department (SFD) is requesting more staff to help meet the community's needs. The department logged 1,214 calls in 2020, a 10% increase from 2019. The department is currently staffed with 45 firefighters and 10 support staff. The department is requesting 50 staff members to help meet the community's needs. The department is currently staffed with 45 firefighters and 10 support staff. The department is requesting 50 staff members to help meet the community's needs.

Warplanes, an aircraft carrier in Statesboro?

No worries, all part of filming for Korean War movie 'Devotion'

'Blessing of the Crops'

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State Court

The State Court of Bulloch County is located in the historic Bulloch County Courthouse in Statesboro, Georgia. Bulloch State Court has served the citizens of Bulloch County and Georgia since it was created by the Georgia General Assembly on August 10, 1903.

Judge Joseph L. Cushner was appointed to the State Court of Bulloch County by Governor Brian Kemp in March of 2020. A native of Bulloch County, he received his undergraduate degree and law degree from the University of Georgia. Prior to serving as Judge of State Court, he was the elected Solicitor-General of Bulloch County. The Court Administrator is Annette Crosby. Heather McNeal is the Clerk of the State Court of Bulloch County.

+ The State Court's jurisdiction includes the following cases which occur in Bulloch County:

State Court Contact



Joseph Cushner

Judge, State Court

📞 (912) 764-8605

📠 (912) 489-1730

✉ statecourt@bullochcounty.net

📍 2 North Main Street Statesboro, Georgia 30458



700+ TRUSTED CLIENTS \$10 000 000+ RECOVERED FOR OUR CLIENTS 98% SUCCESSFUL CASES 100+ YEARS OF COMBINED EXPERIENCE

- Personal Injury & Wrongful Death**
Whenever you suffer an injury from an automobile or tractor trailer accident or other accident that would cause personal injury.
- Business Law**
Whether you are starting a business, selling a business or merging a business, we are here to support you. We will also represent your business if the need arises.
- Trust & Estates**
Let us help you set up your will to make sure your loved ones are taken care of. We can also help set up your power of attorney if the need for one should arise.
- Real Estate**
Whether you are buying or selling your home or property, we will help you through the whole process to make it as easy as possible.

WHO WE ARE

Taulbee, Rushing, Snipes, Marsh and Hodgin, LLC has been one of the premier law firms in Southeast Georgia for over three decades, serving the diverse legal needs of its people and businesses with over 100 years of combined experience. Our lawyers are all graduates from top schools in the southeast and hold degrees in accounting, and finance, as well as traditional pre-law majors. We are licensed to practice in Georgia and South Carolina.

OUR HISTORY


- 1979, Opening
- 2008, Market District Location Opened
- 2015, Updated Branding

HOW WE CAN HELP YOU

- Personal Injury
- Family Law
- Real Estate
- Business, Contract & Trust
- Corporations & Partnerships
- LLCS
- Wrongful Death
- Estate & Tax Planning



MEET OUR ATTORNEYS

- | | | | |
|--|--|--|---|
| <p>Dan R. Taulbee
ATTORNEY</p> <p>dtaulbee@taulbeerushing.com
Tel: 912.764.9038</p> <p>In F</p> | <p>Stephen T. Rushing
ASSOCIATE ATTORNEY</p> <p>srushing@taulbeerushing.com
Tel: 912.764.9038</p> <p>In F</p> | <p>Daniel B. Snipes
ATTORNEY</p> <p>dbsnipes@taulbeerushing.com
Tel: 912.764.9038</p> <p>In F</p> | <p>Laura T. Marsh
ATTORNEY</p> <p>lmars@taulbeerushing.com
Tel: 912.764.9038</p> <p>F</p> |
|  <p>Wesley C. Taulbee
ATTORNEY</p> <p>wtaulbee@taulbeerushing.com
Tel: 912.764.9038</p> <p>F</p> | <p>Scott A. Hodgin
ATTORNEY</p> <p>shodgin@taulbeerushing.com
Tel: 912.764.9038</p> <p>F</p> | <p>Chris Gobagan
ASSOCIATE</p> <p>cgobagan@taulbeerushing.com
Tel: 912.764.9038</p> <p>In F</p> | <p>Leslie Cushman
ASSOCIATE</p> <p>lcushman@taulbeerushing.com
Tel: 912.764.9038</p> <p>In F</p> |

REQUEST A FREE CONSULTATION

Fill out the form below to receive a free and confidential initial consultation.

STEPHEN T. RUSHING
DANIEL B. SNIPES (GA & SC)
LAURA T. MARSH
WESLEY C. TAULBEE
SCOTT A. HODGIN
CHRISTOPHER R. GOHAGAN (GA & SC)
CHARLIE MCCOOK
SPENCER TYSON
KAYLEE SHEPPARD SHEALY

LAW OFFICES
TAULBEE, RUSHING, SNIPES,
MARSH & HODGIN, LLC
12 SIEBALD STREET
POST OFFICE BOX 327
STATESBORO, GEORGIA 30458
www.statesborolawgroup.com

P: 912-764-9055
F: 912-764-8687
E: awall@statesborolawgroup.com

OF COUNSEL:
DAN R. TAULBEE

U.S. MAIL & EMAIL: office@floorsewf.com

August 23, 2022

Wilhelmina Randtke
c/o Prince Preston
204 Highland Road
Statesboro, Georgia 30458

RE: MO FLO, LLC V. WILHELMINA ALEXANDER
BULLOCH COUNTY MAGISTRATE COURT
CASE NO.: 2022-11739CS

Dear Mr. Preston,

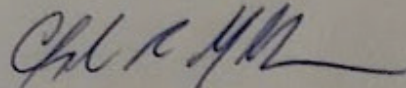
Thank you for considering Taulbee, Rushing, Snipes, Marsh & Hodgin, LLC, in connection with the above referenced lawsuit. This letter confirms that Taulbee, Rushing, Snipes Marsh & Hodgin, LLC, is not undertaking representation in the above-referenced matter.

In declining representation in this matter, we do not express any opinion regarding the merits or demerits of any claims. Should you decide to proceed further, I recommend that you contact counsel as soon as possible to ensure you do not go into default. If you decide to pursue this matter, I am sure whoever you retain will advise you accordingly.

Again, thank you for your consideration of Taulbee, Rushing, Snipes, Marsh & Hodgin, LLC. We wish you the best of luck in all future endeavors.

Very truly yours,

Taulbee, Rushing, Snipes
Marsh & Hodgin, LLC



Christopher R. Gohagan

CRG/aw

Enclosed are the original
documents you provided to
our office. (aw)

LAW OFFICES
**TAULBEE, RUSHING, SNIPES,
MARSH & HODGIN, LLC**
12 SIEBALD STREET
POST OFFICE BOX 327
STATESBORO, GEORGIA 30458
www.statesborolawgroup.com

INVOICE

To: **Wilhelmina Randtke**
c/o Prince Preston
204 Highland Road
Statesboro, Georgia 30458

ATTORNEY

Christopher R. Gohagan

Date	Description	Time	Total
08/23/2022	Consultation Fee	FLAT FEE	\$500.00
		Total	\$500.00

You can submit payment by mail, in-person, or online at
<https://secure.lawpay.com/pages/statesborolawgroup/operating>.

THANK YOU!

You sent me an invoice and client files; I'm the opposing party; please send a runner to pick this up

Wilhelmina Randtke <randtke@gmail.com>

Tue, Aug 30, 2022 at 5:03 PM

To: cgohagan@statesborolawgroup.com

Cc: wrandtke@georgiasouthern.edu, Edwin Alexander <edwinalexander127@gmail.com>

Christopher Gohagan,

Last Thursday, I got a bill and client file from you. I've never been your prospective client. I'm the opposing party. I believe your prospective client, who you declined to accept, is Randy Childs, based on the client files you sent me. It is possible your client is Prince Preston, since you listed his name in your bill. Those two have a common law partnership that does unlicensed contracting in town, and did something like \$35K damage to my house, and Prince Preston assaulted me in my own bedroom.

I phone called your number on the letter Thursday, Aug 25, 2022 and left a message saying your name, with this same info about the opposing party's files being sent to me, and with my number, and never got a call back.

I phone called today, and got your receptionist who I gave this same info to and she did not take my name or contact info, and said to email you. I think she spoke to you while I was on the phone with her, so maybe you remember.

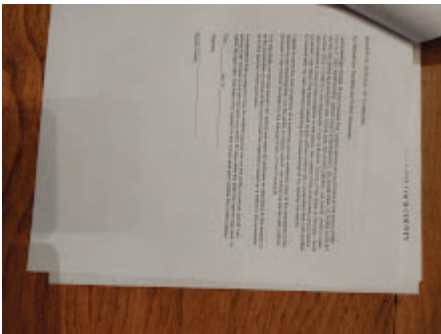
Please send a runner to pick this client file up, so sort out who your prospective client was, and you can get this paperwork to them and they can know you declined representation.

I will put the files you sent me in my backpack. You can pick it up from the Systems Office of Henderson Library on the Georgia Southern campus between 8am and 5pm.

Don't send me another bill, because I have never consulted with you. I am the opposing party and you are conflicted out for me, so we have no business at this time.

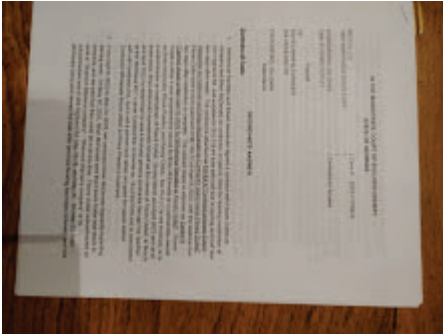
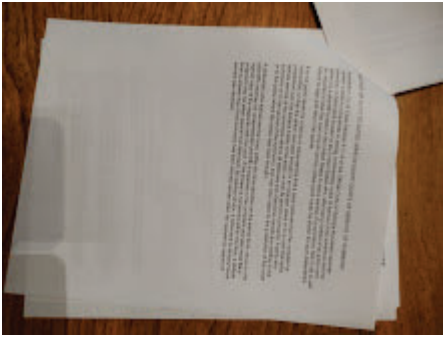
-Wilhelmina Randtke
850-345-6123

6 attachments



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The Judicial Qualifications Commission of Georgia



Opinion 20

Home / Opinion 20

Opinion 20

ex.: Opinion 30



All categories ▶ Conflict of Interest/Failure to Disqualify ▶ Opinion 20

The Commission has been asked to express an opinion as to whether a judge is disqualified to handle a case in which one of the lawyers is a member of a firm that includes the judge's son. The judge has already decided that he will disqualify himself (a) in any case in which his son personally participates, or (b) in any case handled by the law firm on a contingent fee basis; and his inquiry relates only to non-contingent fee cases in which his son will not participate.

Rule 2.11 of the Code of Judicial Conduct provides in part:

Categories:

- Administrative Duties other than Delay
- Bias/Prejudice/Partiality
- Conflict of Interest/Failure to Disqualify
- Delay/Failure in Scheduling/Deciding a Matter
- Failure to attend Mandatory Training
- Failure to Follow the Law/Incompetence
- Improper Election/Political Campaign Conduct
- Improper Public Comment
- Misconduct Off the Bench
- Misuse of the Prestige of Judicial Office

(A) Judges shall disqualify themselves in any proceeding in which their impartiality might reasonably be questioned, or in which:

...

(2) The judge is within the third degree of relationship to any of the following listed persons, or the judge's spouse, domestic partner, intimate partner, or any other member of a judge's family residing in the judge's household is within the third degree of relationship to any of the following persons:

...

(b) a lawyer in the proceeding;

Commentary [5]:

The fact that a lawyer in a proceeding is affiliated with a law firm with which a relative of the judge is affiliated does not of itself disqualify the judge. Under appropriate circumstances, the fact that the judge's impartiality might "reasonably be questioned" under Rule 2.11 (A), or that the relative is known by the judge to have an interest in the law firm that could be "substantially affected by the outcome of the proceeding" under Rule 2.11 (A) (2) (c) requires the judge's disqualification.

There is no automatic disqualification under this Canon in the situation covered by the inquiry. However, the Commission believes that under the particular circumstances outlined in the judge's request, his "impartiality might reasonably be questioned," within the meaning of Rule 2.11(A). Accordingly, it is the Commission's opinion that the judge should not preside in any case in which any partner or associate of the law firm that includes his son actively participates.

[Pertinent Code of Judicial Conduct provisions: Rule 1.2(B), 2.11(A). Cross reference to other relevant opinions for review: #33, #71, #72, #84, #93, #128, #140, #168.]

FILED
BULLOCH COUNTY
CLERK'S OFFICE

2022 OCT -3 P 1:18

Heather Banks McNeal
CLERK OF COURT

State Court of Bulloch County
Office of the Clerk
20 Siebald Street, Statesboro, GA 30459

SUBPOENA DUCES TECUM

TO: Synovus Bank
Supoena Support
ADDRESS: 1137 First Avenue
Columbus, GA 31901

Mo Flo LLC and DBA Floors Outlet
Plaintiff(s)

STCV2022000202
Case Number

Vs.
Wilhelmina Randtke and Edwin Alexander
Defendant(s)

YOU ARE HEREBY COMMANDED and firmly enjoined to be and appear at: Provide documents on or before November 3, 2022 and provide contact information for a person with knowledge of regularly conducted business activity who can attest to authenticity.

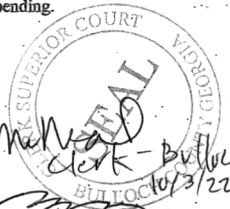
TO BE HELD IN AND FOR THE County aforesaid at _____ a.m./p.m. on the _____ Day of _____, 20____, and from day to day and term to term of said Court until the case hereinafter stated is finally disposed of, to be sworn as a witness/party and to bring with you exhibits: Bank statements for account no. 041122 2832 0670492 for March 2022, April 2002, May 2002, June 2022, and July 2022. Copies of the front and back of all checks written on this account from April 9, 2022 to July 31, 2022.

The same to be used as evidence by the Defendants in the case of Mo Flo LLC and DBA Floors Outlet Against Edwin Alexander and Wilhelmina Randtke in said Court pending.

OR DELIVER SAID DOCUMENTS TO THE LAW OFFICE OF:

Attorney: Wilhelmina Randtke
Address: 204 Highland Rd.
Statesboro, GA 30458

850-345-6123



BY: [Signature]
Signature of person authorized by law to sign subpoena pursuant to O.C.G.A. 24-13-21

HEREIN FAIL NOT, UNDER PENALTY OF LAW.
This 3rd day of October, 2022.

IN THE STATE COURT OF BULLOCH COUNTY
STATE OF GEORGIA

MO FLO, LLC d/b/a FLOORS OUTLET,

Plaintiff,

v.

WILHELMINA ALEXANDER and EDWIN
ALEXANDER,

Defendants.

CIVIL ACTION FILE
NO. STCV2022000202

**PLAINTIFF MO FLO, LLC D/B/A FLOORS OUTLET'S RESPONSE BRIEF IN
OPPOSITION TO DEFENDANTS' MOTION
FOR JOINDER TO ADD BRIAN MCDONALD, RANDY CHILDS, AND PRINCE
PRESTON, INDIVIDUALLY, AS PARTIES**

COMES NOW Mo Flo, LLC d/b/a/ Floors Outlet (hereinafter referred to as the "Plaintiff") and hereby files its brief in opposition to the Defendant's Motion for Joinder of Person Needed for Just Adjudication and Motion to Correct the Party Names and Clarify Whether Brian McDonald Has Already Appeared or Needs to be Served ("Motion for Joinder").

Plaintiff Mo Flo, LLC d/b/a/ Floors Outlet ("Plaintiff") brought this action on July 12, 2022 against Wilhelmina Alexander and Edwin Alexander ("the Defendants") because the Defendants refused to allow the Plaintiff to finish its tile installation job at the home of the Defendants and has refused to pay Plaintiff for the work performed. (See Statement of Claim attached as Exhibit "A"). The Defendants filed a counterclaim against the Plaintiff requesting damages in excess of \$15,000. Accordingly, this case was transferred to this Court. To the best of Plaintiff's knowledge based on the Defendant's Answer and Counterclaims, the Defendants are alleging claims for breach of contract and negligent construction.

Defendants filed this motion on September 8, 2022. To the best of Plaintiff's knowledge based on the motion presented by the Defendants, this motion appears to be a Motion for Joinder to add the following parties in their individual capacities: Brian McDonald, Randy Childs, and Prince Preston. The Motion for Joinder should be denied.

1. The Defendants have not alleged a basis for adding Brian McDonald, Randy Childs, and Prince Preston as parties to this action.

O.C.G.A. § 9-11-21 provides that a party may be added to a suit "on such terms as are just." Individuals cannot be held liable solely by reason of their membership in a limited liability company. *See* O.C.G.A. § 14-11-303. Members of a limited liability company are considered separate from the company. As such, members are not proper parties to a proceeding against a limited liability company by reason of being a member. *Yukon Partners, Inc. v. Lodge Keeper Group, Inc.*, 258 Ga. App. 1, 572 S.E.2d 647 (2002).

Here, the Motion for Joinder only alleges that Brian McDonald is "the owner of Floors Outlet either solely or with partners." The Motion for Joinder fails to allege why Brian's position would result in liability for the claims being asserted. Furthermore, the Motion for Joinder does not allege a reason for the joinder of Randy Childs or Prince Preston or any basis of liability for the two individuals. As above-mentioned, affiliation with a limited liability company does not create personal liability for the members there of. *Id.* Although a member of a limited liability company may be held individually liable for personally participating in a tort committed by an LLC, none of the three individuals named by the Defendants have done so in this case. *See Bo Phillips Co., Inc. v. R.L. King Properties, LLC*, 336 Ga. App. 705 (2016). Therefore, Defendants have not shown why it would be just to add Brian McDonald, Randy Childs, and Prince Preston to this lawsuit.

2. Plaintiff does not Oppose Defendants' Motion to Correct the Party Name from Wilhelmina Alexander to Wilhelmina Randtke.

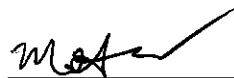
To the best of Plaintiff's knowledge based on Defendants' Motion for Joinder, Defendants have also moved to amend the party name of Wilhelmina Alexander to Wilhelmina Randtke. According to Defendants' motion, Wilhelmina Randtke has never gone by the name of Wilhelmina Alexander. Plaintiff does not oppose changing the party name from Wilhelmina Alexander to Wilhelmina Randtke. Therefore, Plaintiff's Motion to Correct the Party Name may be granted.

3. Conclusion

For the reasons noted above, Defendants' claims against Brian McDonald, Randy Childs, and Prince Preston fail. Defendants have failed to allege any legal basis for adding any of the three named-individuals other than their alleged positions with Mo Flo, LLC. However, Plaintiff does not oppose correcting the party name from Wilhelmina Alexander to Wilhelmina Randtke.

For those reasons, Plaintiff respectfully requests that the Court deny Defendants' Motion for Joinder and grant Defendants' Motion to Correct the Party Names.

Respectfully submitted this 5th day of October, 2022.



R. MATTHEW SHOEMAKER
State Bar No. 339367
Attorney for Plaintiff Mo Flo, LLC
d/b/a/ Floors Outlet (counterclaim only)

JONES CORK, LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P. O. Box 6437
Macon, Georgia 31208-6437
(478) 745-2821

(478) 743-9609 (facsimile)
matt.shoemaker@jonescork.com

IN THE MAGISTRATE COURT OF BULLOCH COUNTY
STATE OF GEORGIA

MO FLO LLC
1267 NORTHSIDE DRIVE EAST

STATESBORO, GA 30458
DBA: FLOORS OUTLET

VS Plaintiff(s)
WILHELMINA ALEXANDER
204 HIGHLAND RD

STATESBORO, GA 30458
Defendant(s)

) Case # : 2022-11739CS

)

)

) Statement Of Claim

EDWIN ALEXANDER
204 HIGHLAND RD

STATESBORO, GA 30458

COPY

STATEMENT OF CLAIM

Suit on : a NOTE [] ACCOUNT [] OTHER [X] explain :

Plaintiff says that defendant(s) is/are indebted to the plaintiff as follows:

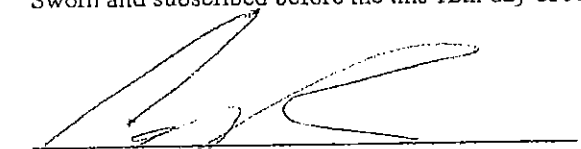
Floors outlet was contracted by above mentioned defendants to install tile at their home. Defendant refuses to allow us to finish job and has stopped communication. Floors outlet has not been paid for work performed

Claim Amount is \$8,159.72 plus \$0.00 interest, \$0.00 attorney's fees, \$0.00 late fees, \$0.00 as miscellaneous fees, \$110.00 costs to date, and all future costs. Total = \$8,269.72

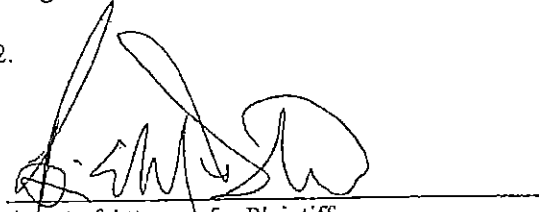
STATE OF GEORGIA, COUNTY OF BULLOCH

, being duly sworn, says that the foregoing is a just and true statement of the plaintiff and claim made by plaintiff against defendant(s), exclusive of all set-offs and just grounds of defense.

Sworn and subscribed before me this 12th day of July 2022.



Notary Public or Attesting Official



Agent of Attorney for Plaintiff

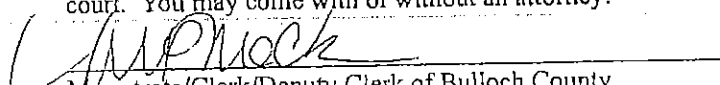
NOTICE AND SUMMONS

TO : WILHELMINA ALEXANDER and EDWIN ALEXANDER

You are hereby notified that MO FLO LLC has made and filed a claim and is asking for judgment against you in the sum of \$8,159.72 plus \$0.00 interest, \$0.00 attorney's fees, \$0.00 late fees, \$0.00 miscellaneous fees, and \$110.00.

YOU ARE REQUIRED TO FILE OR PRESENT AN ANSWER TO THIS CLAIM WITHIN 30 DAYS AFTER SERVICE OR CLAIM AGAINST YOU. IF YOU DO NOT FILE AN ANSWER, JUDGMENT BY DEFAULT WILL BE ENTERED AGAINST YOU. YOUR ANSWER MAY BE FILED IN WRITING OR MAY BE GIVEN ORALLY TO A CLERK OF THIS COURT DURING REGULAR BUSINESS HOURS.

If you have a claim against the plaintiff, you should notify the court at once. If you admit the claim, but desire additional time to pay, you must come to the hearing in person and state the circumstances to the court. You may come with or without an attorney.



Magistrate/Clerk/Deputy Clerk of Bulloch County

EXHIBIT
A

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served a copy of the within and foregoing **PLAINTIFF MO FLO, LLC D/B/A FLOORS OUTLET'S RESPONSE BRIEF IN OPPOSITION TO DEFENDANTS' MOTION FOR JOINDER TO ADD BRIAN MCDONALD, RANDY CHILDS, AND PRINCE PRESTON, INDIVIDUALLY, AS PARTIES** upon all parties to this matter by depositing a true copy of same in the U.S. Mail, proper postage prepaid, addressed to all parties and counsel of record as follows:

Wilhelmina Randtke
Edwin Alexander
204 Highland Road
Statesboro, Georgia 30458

This 5th day of October, 2022.



R. MATTHEW SHOEMAKER
State Bar No. 339367
Attorney for Plaintiff Mo Flo, LLC
d/b/a/ Floors Outlet (counterclaim only)

JONES CORK, LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P. O. Box 6437
Macon, Georgia 31208-6437
(478) 745-2821
(478) 743-9609 (facsimile)
matt.shoemaker@jonescork.com

IN THE STATE COURT OF BULLOCH COUNTY
STATE OF GEORGIA

MO FLO, LLC d/b/a FLOORS OUTLET,

Plaintiff,

v.

WILHELMINA ALEXANDER and
EDWIN ALEXANDER,

Defendants.

CIVIL ACTION FILE
NO. STCV2022000202


Heather Banks McNeal, Clerk
Bulloch County, Georgia

RULE 5.2 CERTIFICATE

This is to certify that I served a true and correct copy of the foregoing **PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS** upon the following parties in this case electronically and by depositing said copies in the United States mail with adequate postage affixed thereto as follows:

Wilhelmina Randtke
Edwin Alexander
204 Highland Road
Statesboro, Georgia 30458

This 5th day of October, 2022.


R. MATTHEW SHOEMAKER

State Bar No. 339367

Attorney for Plaintiff Mo Flo, LLC (counterclaim only)

JONES CORK, LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P. O. Box 6437
Macon, Georgia 31208-6437
(478) 745-2821

(478) 743-9609 (facsimile)
matt.shoemaker@jonescork.com

IN THE STATE COURT OF BULLOCH COUNTY
STATE OF GEORGIA

Heather Banks McNeal
Heather Banks McNeal, Clerk
Bulloch County, Georgia

MO FLO, LLC
d/b/a/ FLOORS OUTLET

Plaintiff,

v.

WILHELMINA RANDTKE and EDWIN
ALEXANDER,

Defendants.

**CIVIL ACTION FILE
NO. STCV2022000202**

**PLAINTIFF MO FLO, LLC d/b/a FLOORS OUTLET'S ANSWER AND AFFIRMATIVE
DEFENSES TO DEFENDANTS' COUNTERCLAIMS**

COMES NOW MO FLO, LLC d/b/a/ FLOORS OUTLET ("Floors Outlet"), Plaintiff in the above-styled civil action, and hereby files its Answer and Affirmative Defenses to the Defendants' Counterclaims¹ showings this Court as follows:

FIRST DEFENSE

The Defendants' Counterclaims fail to state a claim against Floors Outlet upon which relief can be granted.

SECOND DEFENSE

This Court lacks jurisdiction over the subject matter and jurisdiction over the parties named.

THIRD DEFENSE

Venue in this Court is improper.

¹ Pursuant to O.C.G.A. § 9-11-12, a counterclaim by a defendant does not require an answer because all allegations automatically stand denied. Similarly, O.C.G.A. § 9-10-111 does not require that any answer, verified or otherwise, be filed in response to a verified counterclaim. By filing this non-verified Answer, Floors Outlet simply chooses to address Defendants' allegations on the record and provide a non-exhaustive list of available defenses for Floors Outlet to use in this action.

FOURTH DEFENSE

Defendants' Counterclaims are barred by the affirmative defenses of payment, estoppel, failure of consideration, laches, release, and waiver.

FIFTH DEFENSE

Neither Floors Outlet nor any agent acting on Floors Outlet's behalf breached the applicable professional standard of care.

SIXTH DEFENSE

Neither Floors Outlet nor any agent acting on Floors Outlet's behalf violated any state, county, city, or municipal code, ordinance, rule, or regulation in connection with the construction work at issue.

SEVENTH DEFENSE

Defendants' alleged damages are not the proximate result of any act(s), omission(s), or breach(es) by either Floors Outlet or any agent acting on Floors Outlet's behalf.

EIGHTH DEFENSE

Floors Outlet and/or any agent acting on Floors Outlet's behalf fully complied with the terms and conditions of the contract that was in place with Defendants.

NINTH DEFENSE

Defendants' alleged damages were proximately caused by their own acts or omissions and/or the acts or omissions of a person(s)/entity(ies) other than Floors Outlet.

TENTH DEFENSE

Defendants' Counterclaims are barred, in whole or in part, by the doctrine of comparative negligence and/or avoidable consequences.

ELEVENTH DEFENSE

Defendants' claim for breach of contract is barred, pursuant to O.C.G.A. § 13-5-7, due to Defendants' implicit rescission of the contract by release when Defendant Wilhelmina Randtke refused to allow Floors Outlet to return to her home.

TWELFTH DEFENSE

Defendants' claim for breach of contract is barred, pursuant to O.C.G.A. § 13-4-23, due to any alleged nonperformance of the contract by Floors Outlet being caused by the conduct of Defendants.

THIRTEENTH DEFENSE

Defendants' Counterclaims are barred because Floors Outlet substantially complied with the contract.

FOURTEENTH DEFENSE

Defendants' Counterclaims are barred because they do not have the requisite expert testimony to prove their claims.

FIFTEENTH DEFENSE

Defendants' Counterclaims are barred because they did not comply with O.C.G.A. § 8-2-38 et seq.

SIXTEENTH DEFENSE

Recovery by Defendants may be barred, in whole or in part, by Defendants' failure to mitigate damages.

SEVENTEENTH DEFENSE

Floors Outlet asserts as a defense, credit, or set-off against the damages claimed by Defendants, the settlement (and any monies paid pursuant thereto) between Defendants and any

other person or entity, and any monies paid to or on behalf of Floors Outlet for the alleged damages by any source.

EIGHTEENTH DEFENSE

Defendants' claims for attorneys' fees and costs of suit are barred as Floors Outlet has, at all times relevant to this action, acted in good faith, not been stubbornly litigious, and not caused Defendants unnecessary trouble or expenses.

NINETEENTH DEFENSE

Defendants' claims for attorneys' fees and costs of suit are barred because the defenses and claims asserted by Floors Outlet do not lack substantial justification.

TWENTIETH DEFENSE

Floors Outlet raises all other affirmative defenses set forth in O.C.G.A. §§ 9-11-8 and 9-11-12 that may apply in this case.

TWENTY-FIRST DEFENSE

Responding to the individually numbered paragraphs of Defendants' Counterclaims, Floors Outlet responds as follows:

97.

Floors Outlet denies the allegations contained in Paragraph No. 97 as stated.

98.

Floors Outlet denies the allegations contained in Paragraph No. 98 as stated.

99.

Floors Outlet denies the allegations contained in Paragraph No. 99 as stated.

100.

Floors Outlet admits that Prince Preston and Brian McDonald are business partners with respect to Floors Outlet. Floors Outlet is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph No. 100.

101.

Floors Outlet admits the allegations contained in Paragraph No. 101 but denies that Prince Preston would be a proper party to this lawsuit.

102.

Floors Outlet denies the allegations contained in Paragraph No. 102 as stated.

103.

Floors Outlet is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. 103 and denies that Randy Childs would be a proper party to this lawsuit.

104.

Floors Outlet denies the allegations contained in Paragraph No. 104 as stated.

105.

Paragraph No. 105 sets forth legal conclusions and questions of law to which no response is required. To the extent a response is deemed necessary, Floors Outlet denies the allegations contained in Paragraph No. 105 as stated.

106.

Floors Outlet denies the allegations contained in Paragraph No. 106.

107.

Floors Outlet denies the allegations contained in Paragraph No. 107 as stated.

108.

Floors Outlet denies the allegations contained in Paragraph No. 108.

109.

Paragraph No. 109 sets forth legal conclusions and questions of law to which no response is required. To the extent a response is deemed necessary, Floors Outlet denies the allegations contained in Paragraph No. 109 as stated.

110.

Floors Outlet denies the allegations contained in Paragraph No. 110.

111.

Floors Outlet denies the allegations contained in Paragraph No. 111.

112.

Floors Outlet denies the allegations contained in Paragraph No. 112.

113.

Floors Outlet is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. 113 concerning the average comparative costs for removing tile. Floors Outlet denies the remaining allegations contained in Paragraph No. 113.

114.

Floors Outlet admits that the tile received was Happy Feet Eternity in Almond color. Floors Outlet is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph No. 114.

115.

Floors Outlet admits it entered a contract with Defendants. Floors Outlet is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph No. 115.

116.

Floors Outlet denies the allegations contained in Paragraph No. 116.

117.

Floors Outlet denies that Defendants need to vacate their home for any reason. Floors Outlet is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph No. 117.

118.

Floors Outlet is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. 118.

119.

Floors Outlet denies that Defendants need to use PODs storage for any reason. Floors Outlet is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph No. 119.

120.

Floors Outlet denies the allegations contained in Paragraph No. 120.

121.

Floors Outlet denies the allegations contained in Paragraph No. 121.

122.

Floors Outlet admits that it subcontracted the work under the contract. Floors Outlet is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph No. 122.

123.

Floors Outlet is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. 123.

124.

Floors Outlet denies the allegations contained in Paragraph No. 124.

125.

Floors Outlet denies unhooking any appliances in Defendants' home or causing damage by allegedly doing so. Floors Outlet is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph No. 125.

126.

Floors Outlet is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. 126.

127.

Floors Outlet is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. 127.

128.

Floors Outlet denies the allegations contained in Paragraph No. 128 as stated.

129.

Floors Outlet denies the allegations contained in Paragraph No. 129 as stated.

130.

Floors Outlet admits that Defendants have not paid \$8,159.52 that it is entitled to under the contract. Floors Outlet denies the remaining allegations contained in Paragraph No. 130.

131.

Floors Outlet denies the allegations contained in Paragraph No. 131 as stated.

132.

Floors Outlet admits that claims in excess of \$15,000 should be transferred from a Magistrate Court. However, Floors Outlet denies that a genuine claim in excess of \$15,000 has been pled by Defendants in this action.

133.

Floors Outlet denies the allegations contained in Paragraph No. 133.

134.

Floors Outlet denies the allegations contained in Paragraph No. 134.

Floors Outlet further denies each and every prayer for relief, allegation, and claim in Defendants' Answer and Counterclaim not specifically responded to above.

WHEREFORE, Floors Outlet prays for the following:

- (1) That the Defendants' Counterclaims be dismissed in their entirety with prejudice and judgment entered in favor of Floors Outlet on all counts;
- (2) That all costs of this action be cast upon Defendants;
- (3) Trial by a jury of twelve persons as to all issues properly triable by a jury; and
- (4) For such further and other relief as the Court deems just and proper.

Respectfully submitted this 5th day of October, 2022.



R. MATT SHOEMAKER

State Bar No. 339367

Attorney for Plaintiff Mo Flo, LLC

d/b/a Floors Outlet

JONES CORK, LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P. O. Box 6437
Macon, Georgia 31208-6437
(478) 745-2821
(478) 743-9609 (facsimile)
matt.shoemaker@jonescork.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served a copy of the within and foregoing **PLAINTIFF MO FLO, LLC d/b/a FLOORS OUTLET'S ANSWER AND AFFIRMATIVE DEFENSES TO DEFENDANTS' COUNTERCLAIMS** upon all parties to this matter by depositing a true copy of same in the U.S. Mail, proper postage prepaid, addressed to all parties and counsel of record as follows:

Wilhelmina Randtke
Edwin Alexander
204 Highland Road
Statesboro, GA 30458

This 9th day of October, 2022.



R. MATT SHOEMAKER
State Bar No. 339367
*Attorney for Plaintiff Mo Flo, LLC d/b/a/ Floors
Outlet*

JONES CORK, LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P. O. Box 6437
Macon, Georgia 31208-6437
(478) 745-2821
(478) 743-9609 (facsimile)
matt.shoemaker@jonescork.com

IN THE STATE COURT OF BULLOCH COUNTY
STATE OF GEORGIA


Heather Banks McNeal, Clerk
Bulloch County, Georgia

MO FLO, LLC d/b/a FLOORS OUTLET,

Plaintiff,

v.

WILHELMINA ALEXANDER and
EDWIN ALEXANDER,

Defendants.

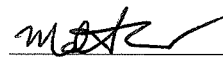
CIVIL ACTION FILE
NO. STCV2022000202

RULE 5.2 CERTIFICATE

This is to certify that I served a true and correct copy of the foregoing **PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST REQUEST FOR ADMISSIONS** upon the following parties in this case electronically on October 13, 2022. In addition, said copies were deposited in the United States mail with adequate postage affixed thereto as follows:

Wilhelmina Randtke
Edwin Alexander
204 Highland Road
Statesboro, Georgia 30458

This 14th day of October, 2022.



R. MATTHEW SHOEMAKER

State Bar No. 339367

*Attorney for Plaintiff Mo Flo, LLC (counterclaim
only)*

JONES CORK, LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P. O. Box 6437
Macon, Georgia 31208-6437
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(478) 743-9609 (facsimile)
matt.shoemaker@jonescork.com

OCT 26, 2022 07:24 PM

IN THE STATE COURT OF BULLOCH COUNTY, STATE OF GEORGIA


Heather Banks McNeal, Clerk
Bulloch County, Georgia

MO FLO LLC
1267 NORTHSIDE DRIVE EAST
STATESBORO, GA 30458
DBA: FLOORS OUTLET

Plaintiff(s)

) State Court: STCV2022000202
) Magistrate Court : 2022-11739CS
)
) Defendant's First Request for Production
) of Documents from Ambiguously Identified
) Client(s) of R. Matthew Shoemaker

VS

WILHELMINA ALEXANDER
204 HIGHLAND RD
STATESBORO, GA 30458

Defendants

EDWIN ALEXANDER
204 HIGHLAND RD
STATESBORO, GA 30458

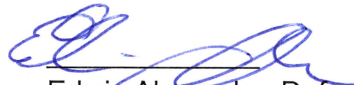
CERTIFICATE OF SERVICE REGARDING DEFENDANTS' FIRST INTERROGATORIES TO
CLIENT(S) OF R. MATTHEW SHOEMAKER AND CHRIS GOHAGAN

Pursuant to Uniform Superior Court Rule 5.2, Defendants give the court notice of discovery. On October 4, 2022, we mailed the attached DEFENDANTS' FIRST INTERROGATORIES TO CLIENT(S) OF R. MATTHEW SHOEMAKER AND CHRIS GOHAGAN to R. Matthew Shoemaker and to Chris Gohagan. R. Matthew Shoemaker received it on October 6, 2022 and the service of process is attached. Chris Gohagan received it on October 6, 2022, but the service of process never returned to us.

This day of October 26, 2022.



Wilhelmina Randtke, Defendant
204 Highland Rd.
Statesboro, GA 30458



Edwin Alexander, Defendant
204 Highland Rd.
Statesboro, GA 30458

IN THE STATE COURT OF BULLOCH COUNTY, STATE OF GEORGIA

MO FLO LLC
1267 NORTHSIDE DRIVE EAST
STATESBORO, GA 30458
DBA: FLOORS OUTLET

Plaintiff(s)

VS

WILHELMINA ALEXANDER EDWIN ALEXANDER)
204 HIGHLAND RD 204 HIGHLAND RD
STATESBORO, GA 30458 STATESBORO, GA 30458
Defendants

) State Court: STCV2022000202
) Magistrate Court : 2022-11739CS
)
) DEFENDANTS' FIRST
) INTERROGATORIES TO CLIENT(S) OF
) R. MATTHEW SHOEMAKER AND CHRIS
) GOHAGAN
)

DEFENDANTS' FIRST INTERROGATORIES TO CLIENT(S) OF R. MATTHEW SHOEMAKER
AND CHRIS GOHAGAN

Pursuant to O.C.G.A. §§ 9-11-26 and 9-11-33, defendants request that plaintiff(s) respond separately, in writing and under oath, to the following interrogatories within thirty (30) days from the date of service as provided by law, with a copy of the responses being served upon the undersigned defendants. If multiple plaintiffs are covered within the scope of representation, each should respond separately. If only a single plaintiff is covered, then that plaintiff should respond.

DEFINITIONS AND INSTRUCTIONS

(A) These interrogatories shall be deemed continuing, to the extent permitted by O.C.G.A. § 9-11-26(e), so as to require plaintiff(s) to serve upon defendants supplemental answers if plaintiff(s) or its/their attorneys obtain further information between the time the answers are served and the time of trial.

(B) The following definitions shall apply to these requests:

(1). The term "persons" shall mean all individuals and entities, including without limiting the generality of the foregoing, all individuals, governmental bodies, sole proprietorships, associations, companies, partnerships, joint ventures, corporations, trusts, and estates.

(2). "Floors Outlet" should be interpreted in the broadest sense possible to encompass the possibility that it is a sole proprietorship operated by Brian McDonald, to encompass the possibility that it is a partnership with many persons acting as partners, and to encompass its owners and principals.

(3). The term "and" shall mean and/or.

(4). In these requests, the singular includes the plural; the plural includes the singular; the masculine includes the feminine; the feminine includes the masculine.

(5). The term "identify" when used with reference to a person means such person's name, present home and business addresses, present home and business telephone numbers, and present position of employment.

INTERROGATORIES

1. What is the factual basis for the allegations set forth in the July 12, 2022 Statement of Claim?
2. What is the factual basis for the allegations set forth in the Claim of Lien filed by Mo Flo, LLC on September 13, 2022 (attached)?
3. State any evidence and facts supporting an assertion that Brian McDonald was operating legally under the requirements of OCGA Title 43 Chapter 41 Residential and General Contractors on the date when he signed as "Contractor" on the April 9, 2022 contract to install tile at 204 Highland Rd. This should include any applicable licenses, any required local licenses including the license required by City of Statesboro Code of Ordinances Sec. 18-104, and any evidence and facts to support his having any applicable "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" referred to in OCGA 43-41-2(12). This might include experience installing tile flooring, experience installing tile, experience installing flooring, or any other applicable experience to meet requirements in OCGA 43-41-2(12). This might include any evidence and facts regarding the legality of Brian McDonald subcontracting out labor in excess of \$2,500. This might include any agency relationship or other relationship and an explanation of how that relationship allowed Brian McDonald to meet the requirements of OCGA Title 43 Chapter 41.
4. Please identify each person whom you expect to call as an expert witness at trial or in connection with a motion for summary judgment, state the subject matter upon which the expert is expected to testify, state the qualifications of the expert (including resume or other summary of other qualifications), and state the substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion.
5. Please identify each person whom you expect to call as a witness at trial or in connection with a motion for summary judgment, and state the matters upon which the witness is expected to testify.
6. Please identify each person who worked at 204 Highland Rd regarding the April 9, 2022 contract to install tile at 204 Highland Rd., including employees of Floors Outlet, employees of Mo Flo LLC (or variations of that name), employees of any subcontractors, and the dates each person was at 204 Highland Rd.

7. For each person who worked at 204 Highland Rd., provide information about workers compensation insurance coverage which was in place for that person on each date the person worked. This workers compensation insurance information should include for each person a list of every policy providing coverage to that person on any date the person worked at 204 Highland Rd., which might be multiple policies for the same person due to OCGA 34-9-8. For each applicable policy for each worker, information should include the name of the workers compensation insurance company that issued the policy, the employer the policy was issued through, dates the policy was in place between April 9, 2022 to May 31, 2022 inclusive, the workers compensation classification code that was reported for that person regarding that policy on each date worked, and whether that policy or coverage was through the person's immediate employer or through "A principal, intermediate, or subcontractor shall be liable for compensation to any employee injured while in the employ of any of his subcontractors engaged upon the subject matter of the contract to the same extent as the immediate employer." as provided by OCGA 34-9-8. It may be the case that for employees of subcontractors, multiple policies will apply to the same person due to cascading coverage under OCGA 34-9-8, and when that is the case or when multiple policies apply for any other reason all applicable policies should be given for that person.
8. A list of campaign contributions by Floors Outlet, Brian McDonald, Prince Preston, Randy Childs, P3 Flooring, Contractor Wholesale Floors, Mo Flo LCC (or similarly named entity), and any of their subcontractors made to the campaigns for any candidate for judge in the Magistrate Court of Bulloch County, the State Court of Bulloch County, the Superior Court of Bulloch County, and the Ogeechee Circuit District Attorney from January 1, 2017 to present including the candidate contributed to, the dollar amount of the contribution, and the date the contribution was made.
9. Please identify each person who provided information or assisted in preparing your responses to these interrogatories, and state in particular what each person did in that respect. Also state the specific interrogatories with respect to which each person provided information or assistance. Individuals performing only clerical duties need not be identified.

This day of October 4, 2022.



Wilhelmina Randtke, Defendant
204 Highland Rd.
Statesboro, GA 30458
850-345-6123



Edwin Alexander, Defendant
204 Highland Rd.
Statesboro, GA 30458

RETURN RECORDED DOCUMENT TO:
Taulbee, Rushing, Snipes, Marsh & Hodgins, LLC
c/o Christopher R. Gohagan
12 Siebald Street, Statesboro, Georgia 30458

CROSS REFERENCE:
Deed Book 2701, Pages 560-561

FILED IN OFFICE
CLERK OF COURT
09/13/2022 09:10 AM
HEATHER BANKS MCNEAL, CLERK
SUPERIOR COURT
BULLOCH COUNTY, GA

COUNTY OF BULLOCH]
STATE OF GEORGIA]

Heather Banks McNeal

7084685854
PARTICIPANT ID

CLAIM OF LIEN

This claim of lien expires and is void 395 days from the date of filing of the claim of lien if no notice of commencement of lien action is filed in that time period. The owner is hereby further notified that said owner has the right to contest this lien.

MO FLO, LLC, a subcontractor, materialman and mechanic, files this preliminary notice of lien rights in the amount of EIGHT THOUSAND EIGHT HUNDRED SIXTY-NINE DOLLARS AND SEVENTY-TWO CENTS (\$8,869.72) as of JULY 12, 2022, plus interest on the follow described property:

All that tract or parcel of land lying and being in the 1209th G.M. District of Bulloch County, Georgia, and in the City of Statesboro, being known and designated as Lot No. 1, Block F of Orchard Hills Subdivision as shown by a plat of same prepared by Lamar O. Reddick & Associates, Surveyors, dated May 12, 1987, recorded in Plat Book 29, Page 74, Bulloch County, Georgia records.

and improvements thereon. The owners of said property are EDWIN J. ALEXANDER and WILHELMINA RANDTKE, having an address of 204 HIGHLAND ROAD, STATESBORO, GEORGIA 30458.

The lien is claimed for the following labor, material, and services furnished by Lienor for improving said property: PROPERTY located at 204 HIGHLAND ROAD, STATESBORO, GEORGIA 30458, in the amount of EIGHT THOUSAND EIGHT HUNDRED SIXTY-NINE DOLLARS AND SEVENTY-TWO CENTS (\$8,869.72). The last date of delivery of materials and services under this job was JUNE 14, 2022.

This 12th day of SEPTEMBER 2022.

TAULBEE, RUSHING, SNIPES,
MARSH & HODGIN, LLC

/s/ Christopher R. Gohagan

CHRISTOPHER R. GOHAGAN
Georgia Bar No.: 313902
ATTORNEY FOR
MO FLO, LLC

P.O. Box 327
Statesboro, Georgia 30459
P: (912) 764-9055
F: (912) 764-8687

CERTIFICATE OF SERVICE

I certify that I sent a copy of this DEFENDANTS' FIRST INTERROGATORIES TO CLIENT(S)
OF R. MATTHEW SHOEMAKER AND CHRIS GOHAGAN by certified mail to:

R. Matthew Shoemaker
Jones Cork LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P.O. Box 6437
Macon, Georgia 31208-6437

Chris Gohagan
12 Siebald Street
Post Office Box 327
Statesboro, Georgia 30459

Signed October 4, 2022



Wilhelmina Randtke
204 Highland Rd
Statesboro, GA 30458
850-345-6123

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Macomb, GA 31208

OFFICIAL USE

Certified Mail Fee	\$4.00	0770
Extra Services & Fees (check box, add fee as appropriate)	\$3.75	77
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.84	
Total Postage and Fees	\$8.09	

Sent To
 R. Matthew Shoemaker
 Street and Apt. No., or PO Box No.
 City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
 R. Matthew Shoemaker
 Jones Cork LLP
 435 Second Street
 Fifth Floor, Sun Trust Bank Building
 P.O. Box 6437
 Macomb, GA 31208-6437

2. Article Number (Transfer from sender label)
 7022 1670 0002 0116 0702

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name)
 R. Shoemaker

C. Date of Delivery
 OCT 06 2022
 6437

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

Domestic Return Receipt

IN THE STATE COURT OF BULLOCH COUNTY, STATE OF GEORGIA

MO FLO LLC
1267 NORTHSIDE DRIVE EAST
STATESBORO, GA 30458
DBA: FLOORS OUTLET

Plaintiff(s)

VS

WILHELMINA ALEXANDER EDWIN ALEXANDER)
204 HIGHLAND RD 204 HIGHLAND RD
STATESBORO, GA 30458 STATESBORO, GA 30458
Defendants

) State Court: STCV2022000202
) Magistrate Court : 2022-11739CS
)
) DEFENDANTS' FIRST
) INTERROGATORIES TO CLIENT(S) OF
) R. MATTHEW SHOEMAKER AND CHRIS
) GOHAGAN
)

DEFENDANTS' FIRST INTERROGATORIES TO CLIENT(S) OF R. MATTHEW SHOEMAKER
AND CHRIS GOHAGAN

Pursuant to O.C.G.A. §§ 9-11-26 and 9-11-33, defendants request that plaintiff(s) respond separately, in writing and under oath, to the following interrogatories within thirty (30) days from the date of service as provided by law, with a copy of the responses being served upon the undersigned defendants. If multiple plaintiffs are covered within the scope of representation, each should respond separately. If only a single plaintiff is covered, then that plaintiff should respond.

DEFINITIONS AND INSTRUCTIONS

(A) These interrogatories shall be deemed continuing, to the extent permitted by O.C.G.A. § 9-11-26(e), so as to require plaintiff(s) to serve upon defendants supplemental answers if plaintiff(s) or its/their attorneys obtain further information between the time the answers are served and the time of trial.

(B) The following definitions shall apply to these requests:

(1). The term "persons" shall mean all individuals and entities, including without limiting the generality of the foregoing, all individuals, governmental bodies, sole proprietorships, associations, companies, partnerships, joint ventures, corporations, trusts, and estates.

(2). "Floors Outlet" should be interpreted in the broadest sense possible to encompass the possibility that it is a sole proprietorship operated by Brian McDonald, to encompass the possibility that it is a partnership with many persons acting as partners, and to encompass its owners and principals.

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INTERROGATORIES

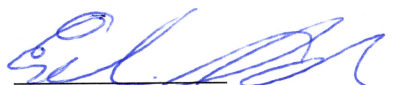
1. What is the factual basis for the allegations set forth in the July 12, 2022 Statement of Claim?
2. What is the factual basis for the allegations set forth in the Claim of Lien filed by Mo Flo, LLC on September 13, 2022 (attached)?
3. State any evidence and facts supporting an assertion that Brian McDonald was operating legally under the requirements of OCGA Title 43 Chapter 41 Residential and General Contractors on the date when he signed as "Contractor" on the April 9, 2022 contract to install tile at 204 Highland Rd. This should include any applicable licenses, any required local licenses including the license required by City of Statesboro Code of Ordinances Sec. 18-104, and any evidence and facts to support his having any applicable "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" referred to in OCGA 43-41-2(12). This might include experience installing tile flooring, experience installing tile, experience installing flooring, or any other applicable experience to meet requirements in OCGA 43-41-2(12). This might include any evidence and facts regarding the legality of Brian McDonald subcontracting out labor in excess of \$2,500. This might include any agency relationship or other relationship and an explanation of how that relationship allowed Brian McDonald to meet the requirements of OCGA Title 43 Chapter 41.
4. Please identify each person whom you expect to call as an expert witness at trial or in connection with a motion for summary judgment, state the subject matter upon which the expert is expected to testify, state the qualifications of the expert (including resume or other summary of other qualifications), and state the substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion.
5. Please identify each person whom you expect to call as a witness at trial or in connection with a motion for summary judgment, and state the matters upon which the witness is expected to testify.
6. Please identify each person who worked at 204 Highland Rd regarding the April 9, 2022 contract to install tile at 204 Highland Rd., including employees of Floors Outlet, employees of Mo Flo LLC (or variations of that name), employees of any subcontractors, and the dates each person was at 204 Highland Rd.

7. For each person who worked at 204 Highland Rd., provide information about workers compensation insurance coverage which was in place for that person on each date the person worked. This workers compensation insurance information should include for each person a list of every policy providing coverage to that person on any date the person worked at 204 Highland Rd., which might be multiple policies for the same person due to OCGA 34-9-8. For each applicable policy for each worker, information should include the name of the workers compensation insurance company that issued the policy, the employer the policy was issued through, dates the policy was in place between April 9, 2022 to May 31, 2022 inclusive, the workers compensation classification code that was reported for that person regarding that policy on each date worked, and whether that policy or coverage was through the person's immediate employer or through "A principal, intermediate, or subcontractor shall be liable for compensation to any employee injured while in the employ of any of his subcontractors engaged upon the subject matter of the contract to the same extent as the immediate employer." as provided by OCGA 34-9-8. It may be the case that for employees of subcontractors, multiple policies will apply to the same person due to cascading coverage under OCGA 34-9-8, and when that is the case or when multiple policies apply for any other reason all applicable policies should be given for that person.
8. A list of campaign contributions by Floors Outlet, Brian McDonald, Prince Preston, Randy Childs, P3 Flooring, Contractor Wholesale Floors, Mo Flo LCC (or similarly named entity), and any of their subcontractors made to the campaigns for any candidate for judge in the Magistrate Court of Bulloch County, the State Court of Bulloch County, the Superior Court of Bulloch County, and the Ogeechee Circuit District Attorney from January 1, 2017 to present including the candidate contributed to, the dollar amount of the contribution, and the date the contribution was made.
9. Please identify each person who provided information or assisted in preparing your responses to these interrogatories, and state in particular what each person did in that respect. Also state the specific interrogatories with respect to which each person provided information or assistance. Individuals performing only clerical duties need not be identified.

This day of October 4, 2022.



Wilhelmina Randtke, Defendant
204 Highland Rd.
Statesboro, GA 30458
850-345-6123



Edwin Alexander, Defendant
204 Highland Rd.
Statesboro, GA 30458

RETURN RECORDED DOCUMENT TO:
Taulbee, Rushing, Snipes, Marsh & Hodgins, LLC
c/o Christopher R. Gohagan
12 Siebald Street, Statesboro, Georgia 30458

CROSS REFERENCE:
Deed Book 2701, Pages 560-561

FILED IN OFFICE
CLERK OF COURT
09/13/2022 09:10 AM
HEATHER BANKS MCNEAL, CLERK
SUPERIOR COURT
BULLOCH COUNTY, GA

COUNTY OF BULLOCH]
STATE OF GEORGIA]

Heather Banks McNeal

7084685854
PARTICIPANT ID

CLAIM OF LIEN

This claim of lien expires and is void 395 days from the date of filing of the claim of lien if no notice of commencement of lien action is filed in that time period. The owner is hereby further notified that said owner has the right to contest this lien.

MO FLO, LLC, a subcontractor, materialman and mechanic, files this preliminary notice of lien rights in the amount of EIGHT THOUSAND EIGHT HUNDRED SIXTY-NINE DOLLARS AND SEVENTY-TWO CENTS (\$8,869.72) as of JULY 12, 2022, plus interest on the follow described property:

All that tract or parcel of land lying and being in the 1209th G.M. District of Bulloch County, Georgia, and in the City of Statesboro, being known and designated as Lot No. 1, Block F of Orchard Hills Subdivision as shown by a plat of same prepared by Lamar O. Reddick & Associates, Surveyors, dated May 12, 1987, recorded in Plat Book 29, Page 74, Bulloch County, Georgia records.

and improvements thereon. The owners of said property are EDWIN J. ALEXANDER and WILHELMINA RANDTKE, having an address of 204 HIGHLAND ROAD, STATESBORO, GEORGIA 30458.

The lien is claimed for the following labor, material, and services furnished by Lienor for improving said property: PROPERTY located at 204 HIGHLAND ROAD, STATESBORO, GEORGIA 30458, in the amount of EIGHT THOUSAND EIGHT HUNDRED SIXTY-NINE DOLLARS AND SEVENTY-TWO CENTS (\$8,869.72). The last date of delivery of materials and services under this job was JUNE 14, 2022.

This 12th day of SEPTEMBER 2022.

TAULBEE, RUSHING, SNIPES,
MARSH & HODGIN, LLC

/s/ Christopher R. Gohagan
CHRISTOPHER R. GOHAGAN
Georgia Bar No.: 313902
ATTORNEY FOR
MO FLO, LLC

P.O. Box 327
Statesboro, Georgia 30459
P: (912) 764-9055
F: (912) 764-8687


CERTIFICATE OF SERVICE

I certify that I sent a copy of this DEFENDANTS' FIRST INTERROGATORIES TO CLIENT(S)
OF R. MATTHEW SHOEMAKER AND CHRIS GOHAGAN by certified mail to:

R. Matthew Shoemaker
Jones Cork LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P.O. Box 6437
Macon, Georgia 31208-6437

Chris Gohagan
12 Siebald Street
Post Office Box 327
Statesboro, Georgia 30459

Signed October 4, 2022



Wilhelmina Randtke
204 Highland Rd
Statesboro, GA 30458
850-345-6123

U.S. Postal Service™
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Domestic Mail Only

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Statesboro, GA 30458

OFFICIAL USE

Certified Mail Fee	\$4.00
Extra Services & Fees (check box, add fee as appropriate)	\$3.25
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.84

Total Postage and Fees \$8.09

STATESBORO GA 30458 0770
OCT 4 2022
Postmark Here
10/04/2022
USPS

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Chris Gehagan
Street and Apt. No., or PO Box No. Box 327
City, State, ZIP+4®

7022 1670 0002 0116 0740

Tracking Number:

[Remove X](#)

70221670000201160740

[Copy](#)[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 1:06 pm on October 6, 2022 in STATESBORO, GA 30458.

Delivered

Delivered, Left with Individual

STATESBORO, GA 30458

October 6, 2022, 1:06 pm

Departed USPS Regional Facility

MACON GA DISTRIBUTION CENTER ANNEX

October 5, 2022, 5:09 pm

Arrived at USPS Regional Facility

MACON GA DISTRIBUTION CENTER ANNEX

October 4, 2022, 10:45 pm

USPS in possession of item

STATESBORO, GA 30458

October 4, 2022, 1:20 pm

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Product Information



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FAQs

IN THE STATE COURT OF BULLOCH COUNTY
STATE OF GEORGIA


Heather Banks McNeal, Clerk
Bulloch County, Georgia

MO FLO, LLC d/b/a FLOORS OUTLET,

Plaintiff,

v.

WILHELMINA ALEXANDER and
EDWIN ALEXANDER,

Defendants.


CIVIL ACTION FILE
NO. STCV2022000202

RULE 5.2 CERTIFICATE

This is to certify that I served a true and correct copy of the foregoing **PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST INTERROGATORIES** upon the following parties in this case electronically and by depositing said copies in the United States mail with adequate postage affixed thereto as follows:

Wilhelmina Randtke
Edwin Alexander
204 Highland Road
Statesboro, Georgia 30458

This 28th day of October, 2022.


R. MATTHEW SHOEMAKER
State Bar No. 339367
Attorney for Plaintiff Mo Flo, LLC (counterclaim only)

JONES CORK, LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P. O. Box 6437
Macon, Georgia 31208-6437
(478) 745-2821
(478) 743-9609 (facsimile)
matt.shoemaker@jonescork.com

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

MO FLO, LLC)
d/b/a FLOORS OUTLET,)
)
Plaintiff,)
)
v.)
)
WILHELMINA RANDTKE and)
EDWIN ALEXANDER)
Defendants,)
)
AND)
)
MO FLO, LLC)
d/b/a FLOORS OUTLET,)
)
Plaintiff / Third-Party)
Plaintiff,)
)
v.)
)
S&T FLOOR COVERING, LLC,)
)
Third-Party Defendant.)

**CIVIL ACTION FILE
NO. STCV19-01928**

**ORDER GRANTING MO FLO, LLC d/b/a FLOORS OUTLET’S MOTION FOR LEAVE
TO FILE AND SERVE ITS THIRD-PARTY COMPLAINT**

Having come before the Court on Mo Flo, LLC d/b/a Floors Outlet’s Motion for Leave to File and Serve Its Third-Party Complaint (“Motion”) and good cause having been shown, the Court hereby GRANTS the Motion and ORDERS the following:

1. That S&T Floor Covering, LLC be added as a third-party defendant to this action;
2. That Mo Flo, LLC d/b/a Floors Outlet be given leave to file and serve the Summons and Third-Party Complaint attached as Exhibits “A”, “B”, “C”, and “D” to the Motion; and
3. That the style of the case be amended as set forth in the caption of this Order.

SO ORDERED this _____ day of _____, 2022.

JUDGE, STATE COURT OF BULLOCH COUNTY

EXHIBIT D

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served a copy of the within and foregoing **MO FLO, LLC d/b/a FLOORS OUTLET'S MOTION FOR LEAVE TO FILE AND SERVE ITS THIRD-PARTY COMPLAINT** upon all parties to this matter by depositing a true copy of same in the U.S. Mail, proper postage prepaid, addressed to all counsel of record as follows:

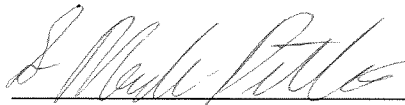
Wilhelmina Randtke
Edwin Alexander
204 Highland Road
Statesboro, GA 30458

Nikita Zlatopolsky
Cory C. Close
639 Whitlock Avenue SW
Marietta, GA 30064
nzlato@buschreed.com
cclose@buschreed.com

Christopher R. Gohagan
12 Siebald Street
Statesboro, GA 30458
cgohagan@statesborolawgroup.com

Shannon Warren
S&T Floor Covering, LLC
330 Satilla Church Road
Jesup, GA 31545

This 2nd day of November, 2022.



S. MEGHAN PITTMAN
State Bar No. 616791
*Attorney for Mo Flo, LLC d/b/a
Floors Outlet*

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