

Heather Banks McNeal
Heather Banks McNeal, Clerk
Bulloch County, Georgia

IN THE STATE COURT OF BULLOCH COUNTY, STATE OF GEORGIA

MO FLO LLC) State Court: STCV2022000202
1267 NORTHSIDE DRIVE EAST) Magistrate Court : 2022-11739CS
STATESBORO, GA 30458)
DBA: FLOORS OUTLET) Motion for Summary Judgment on
) Plaintiffs' Claims
Plaintiff(s))
VS	
WILHELMINA RANDTKE	EDWIN ALEXANDER
204 HIGHLAND RD	204 HIGHLAND RD
STATESBORO, GA 30458	STATESBORO, GA 30458
Defendants)
)
And)
)
MO FLO, LLC d/b/a FLOORS OUTLET,)
Plaintiff/Third-Party Plaintiff,)
v.)
S&T FLOOR COVERING, LLC,)
Third-Party Defendant.)

MOTION FOR SUMMARY JUDGMENT ON PLAINTIFFS' CLAIMS

Illegal Contracts are Unenforceable in Georgia.

1. "A contract that is against the policy of the law cannot be enforced." OCGA 13-8-2.
2. "A contract to do an immoral or illegal thing is void." OCGA 13-8-1.
3. "If the contract is severable, however, the part of the contract which is legal will not be invalidated by the part of the contract which is illegal." OCGA 13-8-1. Regarding flooring, "agreement to sell and the obligation to install, which is a service, were parts of one inseparable agreement". Cross v. State, 126 Ga. App. 346, 349, 190 S.E.2d 561, 564 (1972). The April 9, 2022 contract at the heart of this lawsuit is for flooring and installation, and the materials and installation are inseparable.

Contracts with Unlicensed Contractors Cannot be Enforced by the Unlicensed Contractor in Georgia: No Quantum Meruit for Unlicensed Contractors.

4. "Contracting" means performing or causing to be performed any of the activities set forth in paragraphs (4), (5), (9), (10), and (11) of this Code section which define the types of contractors. The offering of contracting services and the negotiation of or bid or proposal for engagement or a contract requiring performance of these services also constitutes contracting." OCGA 43-41-2(3).
5. "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. For purposes of this subsection, a contractor shall be considered unlicensed only if the contractor was unlicensed on the effective date of the original contract for the work, if stated therein." OCGA 43-41-17(b).
6. For purposes of this subsection, a contractor shall be considered unlicensed only if the contractor was unlicensed on the effective date of the original contract for the work, if stated therein." OCGA 43-41-17(b). The written contract, which is attached as Exhibit A to DEFENDANTS' ANSWER filed August 9, 2022 (refiled September 26, 2022) and is reattached to this motion as Exhibit A, shows a signed date of April 9, 2022. On April 9, 2022, we met up with Brian McDonald at the Floors Outlet showroom at 1267 Northside Drive East, Statesboro, Georgia, 30458 and signed it. It was signed after July 1, 2008 and so falls under OCGA 43-41-17(b).
7. General and residential contractors are required to be licensed in Georgia. OCGA 43-41-2(5, 9). Residential contracting has a limited exemption in that residential contracting for labor under \$2,500 is exempt from the licensing requirement. OCGA 43-41-2(9). Plaintiffs subcontracted labor in excess of \$2,500, and so do not fall under this exemption.
8. A limited exemption for specialty contractors is allowed provided that they meet requirements set by the State Licensing Board for Residential and General Contractors (hereinafter Board). OCGA 43-41-17(f). The statute allows specialty contracting only when performed directly for an owner, and the Board's requirements allow specialty contracting only when done under supervision of a licensed residential or general contractor or when performed directly for an owner. The Board does not allow a specialty contractor to subcontract under supervision of another specialty contractor. Plaintiffs subcontracted all labor, and so do not fall under the specialty contractor exemption.
9. Additionally, OCGA 43-41-1 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."

10. "Construction contract between contractor and project owner, which was having work done on its apartment complex, was void rather than voidable, where contractor lacked the license required by statute." Saks Mgmt. & Assocs., LLC v. Sung Gen. Contracting, Inc., 356 Ga. App. 568, 572, 849 S.E.2d 19, 25 (2020).
11. "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).
12. Quantum meruit claims are also barred for an unlicensed contractor. Baja Properties, LLC v. Mattera, 345 Ga. App. 101, 104, 812 S.E.2d 358, 362 (2018). Contracts by an unlicensed contractor shall be "unenforceable in law **or in equity** by the unlicensed contractor." OCGA 43-41-17(b) (emphasis added). "The theory of quantum meruit is also an equitable principle and is based upon the premise that, "when one renders service or transfers property which is valuable to another, which the latter accepts, a promise is implied to pay the reasonable value thereof." OCGA § 9-2-7." Georgia Dep't of Cmty. Health v. Data Inquiry, LLC, 313 Ga. App. 683, 687, 722 S.E.2d 403, 407 (2012).
13. Additionally, the City of Statesboro Code of Ordinances Sec. 18-104 requires any business operating an office within the City of Statesboro to hold business license. This code section is attached as Exhibit AG to this motion for summary judgment. The ordinance was adopted July 5, 2007, as indicated by the history note on the ordinance, and the language has not since been revised according to Municode. In discovery Plaintiff Mo Flo, LLC d/b/a Floors Outlet admitted this Exhibit AG is a true and correct copy of the ordinance and that it was effective April 9, 2022. Plaintiffs have not alleged nor shown any evidence that they held the required local business license on April 9, 2022 when the contract was signed.
14. Additionally, the contract (Exhibit A) covers uninstalling and reinstalling appliances, and lists appliances, including washing machine and refrigerator, both of which are attached to the house's plumbing system. OCGA 43-14-8(b)(1-2) states, "(1) No person shall engage in the business of plumbing as a master plumber unless such person has a valid license from the Division of Master Plumbers and Journeyman Plumbers. (2) No person shall engage in the business of plumbing as a journeyman plumber unless such person has a valid license from the Division of Master Plumbers and Journeyman Plumbers." OCGA 43-14-2 defines plumbing as "'Plumbing" means the practice of installing [. . .] appliances, and appurtenances in connection with [. . .] public or private water supply systems within or adjacent to any building, structure, or conveyance."

Plaintiffs have the burden of proof to prove they held a valid license on April 9, 2022.

15. The burden of proof is on Plaintiffs to show they held a valid license. See *Restor-It, Inc. v. Beck*, 352 Ga. App. 613, 620, 835 S.E.2d 398, 404 (2019):
“Although this Court views “the evidence, and all reasonable conclusions and inferences drawn from it, in the light most favorable to the nonmovant,” (citation and punctuation omitted) *Wagner*, 329 Ga. App. at 169, 764 S.E.2d 189, *Restor-It*, as the nonmovant, bore the burden of coming forward with some evidence demonstrating that it met the licensing requirements of OCGA § 43-14-8 once Beck presented evidence that her contract with Restor-It may be void due to Restor-It's failure to comply with Georgia licensing requirements: [A] defendant who will not bear the burden of proof at trial need not affirmatively disprove the nonmoving party's case, but may point out by reference to the evidence in the record that there is an absence of evidence to support any essential element of the nonmoving party's case. Where a defendant moving for summary judgment discharges this burden, the nonmoving party cannot rest on its pleadings, but rather must point to specific evidence giving rise to a triable issue. (Citations and punctuation omitted.) *Cowart v. Widener*, 287 Ga. 622, 623 (1) (a), 697 S.E.2d 779 (2010).”
16. "This Court already has held that ‘a party's failure to obtain a license to engage in certain businesses can void the party's business contracts, if the licensing requirement is part of a regulatory scheme in the public interest.’ *Timber*, 316 Ga. App. at 278, 729 S.E.2d 458 (2012) (addressing utility contractor license under OCGA § 43-14-8.2 (b)). Where a statute provides that persons proposing to engage in a certain business shall procure a license before being authorized to do so, and where it appears from the terms of the statute that it was enacted not merely as a revenue measure but was intended as a regulation of such business in the interest of the public, contracts made in violation of such statute are void and unenforceable. Accordingly, at whatever stage of the proceedings it appears that the plaintiff is seeking to recover upon a contract permitted to be entered into only by persons holding licenses issued as a regulatory measure, it becomes imperative for the plaintiff to prove that he holds such a license and held such license at the time the contract was entered into in order to authorize a recovery. (Citations and punctuation omitted.) *Bowers v. Howell*, 203 Ga. App. 636, 636-637 (1), 417 S.E.2d 392 (1992). We also have said that “the licensing requirements under ... Title 43 are not merely revenue measures, but rather were intended to regulate the covered industries, including [electrical and plumbing] contracting, in the public interest.” *Brantley Land & Timber*, 316 Ga. App. at 278-279, 729 S.E.2d 458." *Restor-It, Inc. v. Beck*, 352 Ga. App. 613, 617, 835 S.E.2d 398, 402–03 (2019).
17. Plaintiffs have presented no evidence showing a general contractor license (OCGA 43-41-2(5)), a residential contractor license (OCGA 43-41-2(9)) on April 9, 2022, and have not presented any applicable exemption to licensing.
18. Plaintiffs have presented no evidence showing they held the required local business license on April 9, 2022.

19. Plaintiffs have presented no evidence showing that Kaleb Reid Warren, the subcontractor who disconnected the washer and refrigerator, held a valid plumbing license.

Plaintiffs did not hold a license issued by the State Licensing Board for Residential and General Contractors on April 9, 2022 when the contract was signed.

20. The signed contract (Exhibit A), is signed by Brian McDonald as "Contractor".
21. The legality of the contractor as identified on the contract determines whether the contract is enforceable or not. "It is undisputed that Baja Properties and the Goldens did not have Georgia contractor's licenses when the construction contract was executed and when the work was performed pursuant to the contract. The construction contract clearly identifies Baja Properties as the "Contractor" and Ugo Mattera as the "Owner" of the land on which the construction was to be completed. Thus, under OCGA § 42-41-17 (b), the construction contract is not enforceable by Baja Properties in law or in equity unless an exemption applies." Baja Properties, LLC v. Mattera, 345 Ga. App. 101, 103, 812 S.E.2d 358, 361 (2018) Hence, the "Contractor" on the signed contract is required to be licensed and operating legally.
22. While at the time of signing, Plaintiffs presented Floors Outlet as operating under Lamar Construction's license, in Plaintiff Mo Flo, LLC's October 5, 2022 filing PLAINTIFF MO FLO, LLC d/b/a FLOORS OUTLET'S ANSWER AND AFFIRMATIVE DEFENSES TO DEFENDANT'S COUNTERCLAIMS, in the response to paragraph 104 of DEFENDANTS' ANSWER, Mo Flo, LLC admitted to not being under Lamar Construction's license. DEFENDANTS' ANSWER filed August 9, 2022 (refiled September 26, 2022), paragraph 104 states, "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 to 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." PLAINTIFF MO FLO, LLC d/b/a FLOORS OUTLET'S ANSWER AND AFFIRMATIVE DEFENSES TO DEFENDANT'S COUNTERCLAIMS states, "Floors Outlet denies the allegations contained in Paragraph No. 104 as stated."
23. Mo Flo, LLC's October 18, 2022, PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST REQUEST FOR ADMISSIONS no. 46 denied that Brian McDonald had a general contractor license on April 9, 2022, and the response to no. 47 denied that Brian McDonald had a residential contractor license. This response to requests for admission is attached as Exhibit AH.

24. Mo Flo, LLC's October 18, 2022, PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST REQUEST FOR ADMISSIONS no. 50 denied that any employee, partner, or officer of Floors Outlet or its principals was a licensed general contractor, and the response to no. 51 denied that any employee, partner, or officer of Floors Outlet or its principals was a licensed residential contractor. (Exhibit AH)
25. Mo Flo, LLC has admitted that neither Floors Outlet, Mo Flo LLC, nor Brian McDonald were operating as a licensed residential or general contractor as defined in OCGA 43-41-2 when the April 9, 2022 contract was signed.

Plaintiffs Subcontracted Out Labor in Excess of \$2,500, and so did not fall under the exemption to residential contracting for amounts under \$2,500 in OCGA 43-41-2(9).

26. 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." This allows a limited exemption for the residential contractor license requirement when contracting labor under \$2,500.
27. Floors Outlet subcontracted out all labor under the contract to a single subcontractor in excess of \$2,500.
28. In Mo Flo, LLC d/b/a Floors Outlet's October 5, 2022 filing PLAINTIFF MO FLO, LLC d/b/a FLOORS OUTLET'S ANSWER AND AFFIRMATIVE DEFENSES TO DEFENDANT'S COUNTERCLAIMS, Plaintiff's response to paragraph 122 states, "Floors Outlet admits that it subcontracted the work under the contract."
29. Plaintiff Mo Flo, LLC's October 5, 2022 discovery response, PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS included a copy of the cashed check from Mo Flo, LLC d/b/a Floors Outlet to subcontractor S&T Floor Covering, LLC. This discovery response is attached as Exhibit AI. Paragraph 4 is the request for payments to subcontractors, and page 10 of that discovery response is a copy of the cashed check for \$4,500 to a single subcontractor. That is check no 1402 written on Mo Flo, LLC d/b/a

Floors Outlet's account with Synovus bank, endorsed May 27, 2022 by Brian McDonald, and cashed May 31, 2022.

30. Mo Flo, LLC d/b/a Floors Outlet also confirmed subcontracting over \$2,500 in its October 18, 2022, PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST REQUEST FOR ADMISSIONS. (Exhibit AH). The response to request for admission no. 103 states, "Mo Flo, LLC admits that the contract was performed under a subcontract for greater than \$2,500."
31. The total value to be received by the contractor exceeds the statutory limit in OCGA 43-41-2(9): "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" (emphasis added).
32. Hence Plaintiffs do not fall under the OCGA 43-41-2(9) exemption to residential contracting licensing requirements allowed for labor under \$2,500.

Because Plaintiffs Subcontracted Labor to another Unlicensed Contractor, they do not fall under the Specialty Contractor exemption from Licensing Requirements in Chapter 43 Title 41.

33. Georgia allows a limited licensing exemption from licensing for specialty contractors, when the specialty contractor is performing directly for an owner or performing under the supervision of a licensed general or residential contractor.
34. "'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." OCGA 43-41-2(12).
35. OCGA 43-41-17(f) allows specialty contractors to legally perform work directly for an owner, but does not give any exemption for a specialty contractor to operate absent direct privity between the owner and the entity performing the work. "Nothing in this chapter shall preclude a specialty contractor from offering or contracting to perform or undertaking or performing **for an owner** limited, specialty, or specific trade contractor work. [. . .] The specialty contractor otherwise exempted from license requirements under this chapter may perform work **for an owner** that would otherwise require a license under this chapter where the total scope of the work to be performed is predominantly of the type for which such specialty contractor is duly recognized as exempt under this subsection by the board." OCGA 43-41-17(f) (emphasis added).

36. OCGA 43-41-17(f) 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."
37. 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 Policies (hereinafter TSC Policy) page posted at <https://www.sos.ga.gov/page/traditional-specialty-contractors-policy-statements> and attached as Exhibit AJ, and through a Limited Service Specialty Contractors Policy Statements (hereinafter LSSC Policy) page posted at <https://sos.ga.gov/page/limited-service-specialty-contractors-policy-statements> and attached as Exhibit AK.
38. Each policy statement allows a specialty contractor to work for an owner or a licensed general or residential contractor. Neither allows a specialty contractor to subcontract out work from one unlicensed specialty contractor to another in the absence of an upstream licensed residential or general contractor.
39. The TSC Policy allows a specialty contractor exemption when someone contracts directly for an owner. The TSC 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.**" (emphasis added). The LSSC 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.**" (emphasis added). This does not apply to Plaintiffs because Plaintiffs were not "performing the work within their specialty", but rather Plaintiffs subcontracted out all work to another unlicensed contractor in an illegal arrangement between Mo Flo, LLC d/b/a Floors Outlet and Shannon Warren dba S&T Floor Covering, LLC.¹ Plaintiffs did not fall under the specialty contractor exemption, because the specialty contractor exemption applies only "if performing work within their specialty" and Plaintiffs did not perform work, but rather subcontracted out work.
40. The TSC Policy (Exhibit AJ) allows a specialty contractor exemption when the specialty contractor subcontracts under a licensed residential or general contractor. The TSC Policy states, "Anyone who is included on this list who is working **for a licensed**

¹ While Plaintiff Mo Flo, LLC sued S&T Floor Covering, LLC alleging that, "S&T Floor Covering, LLC [./ . .] is a limited liability company organized and executed under the laws of the state of Georgia", no company with any similar name is registered with the Georgia Corporations Division, nor has been registered during the time period covered by their online search from years ago up through the present date. Defendants are of the impression that formalities required to form an LLC were not substantially complied with, that no legally recognizable LLC owned by Shannon Warren existed during all of 2022, and that Shannon Warren personally appeared and waived service of process by filing an Answer in this case.

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." The LSSC Policy (Exhibit AK) 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." (emphasis added). This exemption does not apply to Plaintiffs. The specialty contractor policy statements do not allow one specialty contractor to work for another, in the absence of a licensed general or residential contractor upstream of the unlicensed contractor. In order for the exemption to apply, either Mo Flo, LLC d/b/a Floors Outlet, Brian McDonald, or Shannon Warren would have to show that they held a valid residential or general contractor license. Plaintiffs have the burden of proof to show any required license. See paragraphs 15 and 16 above citing Restor-It, Inc. v. Beck, 352 Ga. App. 613, 617 and 620, 835 S.E.2d 398, 402-404 (2019). Plaintiffs have not proven anyone involved has a general or residential contractor license, and Mo Flo, LLC admitted that neither Brian McDonald nor Mo Flo, LLC holds a license. (See admissions discussed in paragraphs 23 and 24.)

41. Additionally, all work performed was performed by a third party unlicensed contractor, and was performed under an illegal arrangement. Plaintiffs seek to recover based on work performed under a contract between Plaintiffs and the Third-Party Defendant. That contract is illegal because the Third-Party Defendant, an unlicensed contractor, performed work for Plaintiffs, another unlicensed contractor, rather than for an owner. The TSC Policy (Exhibit AJ) states, "Traditional specialty contractors [. . .] will be required to comply with all applicable national, state, and local codes and ordinances." The LSSC Policy (Exhibit AK) states, "Traditional specialty contractors [. . .] will be required to comply with all applicable national, state, and local codes and ordinances." The subcontract under which all labor was performed was illegal in violation of state licensing laws. Hence Plaintiffs violated state law and cannot fall under the specialty contractor exemption with regard to their activities at 204 Highland Rd., Statesboro, GA, 30458.

Subcontracting from one Specialty Contractor to Another Is Against the Public Interests.

42. OGCA 43-41-1 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. Restor-It, Inc. v. Beck, 352 Ga. App. 613, 617-18, 835 S.E.2d 398, 403 (2019).
43. Mo Flo, LLC's behavior outside of this case highlights a particular danger of allowing an unlicensed contractor to subcontract to another unlicensed subcontractor.
44. On September 13, 2022, Mo Flo, LLC filed a Claim of Lien at Book 280 Page 837 in the Public Records of Bulloch County. The Claim of Lien is filed as a "subcontractor,

materialman, and mechanic” but not as a “contractor”. A copy of the Claim of Lien is attached as Exhibit AL.

45. To perfect and foreclose a lien, a **contractor** must sue the owner and give actual notice to the owner. A **subcontractor** must only sue the contractor and does not need to involve the owner. To perfect the lien, Mo Flo, LLC posing as subcontractor could sue any other LLC as strawman, get a default judgment, and perfect the lien without ever serving process on nor informing Defendants. Next, to foreclose on the lien, Mo Flo LLC could bring an action “in rem” against the land, and give notice by publishing in a local newspaper. A contractor must sue the owner, but a subcontractor has a claim against the land only and can foreclose and force auction without ever giving actual notice to the owner occupant, without ever serving process on the owner occupant, and without the owner occupant ever having a chance to show anything in court regarding the foreclosure. Someone’s house can be auctioned off while they are living in it, and the homeowner is not legally required to get even a letter regarding lien perfection or foreclosure.
46. In re Harbor Club, L.P., 185 B.R. 959, 962 (Bankr. N.D. Ga. 1995) summarizes notice requirements for subcontractors: "first, there is no statutory requirement that a claimant file notice of its foreclosure action against a property owner; second, notice is required with respect to an action to recover on the underlying indebtedness against the contractually responsible party [...]. See Beall v. F.H.H. Construction, Inc., 193 Ga.App. 544, 545, 388 S.E.2d 342 (1989), citing, among others, Hancor, supra, 155 Ga.App. 579, 271 S.E.2d 712; and quoting Logan Paving Co. v. Liles Construction Co., 141 Ga.App. 81, 83, 232 S.E.2d 575 (1977); see also Jordan Co. v. Adkins, 105 Ga.App. 157, 123 S.E.2d 731 (1961)."
47. This situation and possibility is strongly against public policy. It is a threat that can be raised only by a subcontractor not in privity with the owner, but not a contractor in direct privity with the owner.
48. This material misrepresentation is also a criminal act. OCGA 16.10.20.1(b)(1) states. “it shall be unlawful for any person to: Knowingly file, enter, or record any document in a public record or court of this state or of the United States knowing or having reason to know that such document is false or contains a materially false, fictitious, or fraudulent statement or representation”. Mo Flo, LLC is the undisclosed principal on the contract at issue in this lawsuit, but filed a lien as a subcontractor, in order to raise the threat of foreclosure and jeopardizing our housing, mortgage interest rate, and stability all of which could be taken by a subcontractor without actual notice to us before foreclosure is finalized.²

² While Plaintiffs eventually canceled the Claim of Lien, Plaintiffs canceled it only after Defendants incurred significant legal fees in hiring a law firm regarding lien matters.

49. Licensed residential and general contractors are required to post a bond with the state, are regulated by the board, and have a higher level of scrutiny as to their solvency, identity, and consequences of abandoning a contract or inflating dollar amounts due. When a licensed contractor subcontracts out labor, there are procedural and regulatory safeguards in place to provide due process to owners and protection against fraud. Likewise a subcontractor of a licensed residential or general contractor would first have recourse against the licensed contractor's bond with the state, and it would not be possible for such a subcontractor to threaten foreclosure without actual notice to the homeowner because the licensed contractor's bond would stand in place of the property.
50. Meanwhile, because MoFlo, LLC was not licensed, there are no consequences for violating OCGA 16.10.20.1 , and because Mo Flo, LLC did not post a bond with the state, it is possible for any subcontractor of such an unlicensed contractor to threaten us with the threat of foreclosure without actual notice to us. This is a strong rationale for enforcing the limitation on subcontracting by unlicensed contractors to amounts under \$2,500 only.
51. Defendants also request the Court to take notice that Chris Gohagan, who signed the Claim of Lien (Exhibit AL) on behalf of Mo Flo, LLC's, knew that the representation as subcontractor rather than contractor was false when he signed and filed the Claim of Lien. Chris Gohagan first mailed Defendants a bill in this case on August 23, 2022 for reviewing all Magistrate Court filings. Photos of the packet Chris Gohagan mailed to us are attached as Exhibit AN. The bill from him was accompanied by a copy of the July 12, 2022 Statement of Claim and a copy of the August 9, 2022 Defendants' Answer and all accompanying exhibits. He had reviewed the Statement of Claim with Mo Flo, LLC's position represented as contractor rather than subcontractor before he signed the Claim of Lien (signed September 12, 2022 and filed September 13, 2022) which represented Mo Flo, LLC as a subcontractor but not a contractor.
52. Defendants also wish to note that the last date any work or supplies were delivered to 204 Highland Rd. was May 31, 2022. This is not in dispute. Mo Flo, LLC's October 28, 2022 PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST INTERROGATORIES is attached as Exhibit AO. In response to interrogatory no. 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)?" Plaintiff Mo Flo, LLC did not give a date materials or labor were last furnished. In response to interrogatory no. 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.", Mo Flo, LLC stated, "Mo Flo, LLC hired a subcontractor to work on the jobsite and lacks the personal knowledge to provide names and dates of all workers who visited 204 Highland Rd. To the best of Mo Flo, LLC's knowledge, Caleb Warren and Shannon Warren worked at 204 Highland Rd. from about May 23, 2022 through May 28, 2022. Jose Gonzalez worked in the property

towards the end of the installation. Brian McDonald visited the residence to look at the tile installation on May 23, 2022 and again around June 1, 2022.” OCGA 44-14-361.1 gives the statute of limitations for filing a claim of lien as 90 days after completion of work or providing materials. 90 days after May 31, 2022 is August 29, 2022. Meanwhile, the Claim of Lien (Exhibit AL) states that Mo Flo, LLC provided materials and services on June 14, 2022. Additionally, Exhibit J to Defendants’ Answer filed August 9, 2022 (refiled September 26, 2022) includes an email sent at 11:02am on June 14, 2022 from Brian McDonald to Wilhelmina Randtke stating, “We do not intend to come back to your house.” While we have not reattached it here, it was included in the packet of Plaintiffs’ papers that Chris Gohagan mailed to us on August 23, 2022 along with the bill for reviewing that paperwork. Defendants request the Court to take note that the statute of limitations for filing the Claim of Lien ran on August 29, 2022, four days after Defendants had contacted Chris Gohagan’s law firm regarding him mailing Mo Flo, LLC’s paperwork packet to us, and a day before his firm sent a runner to pick the packet up. Defendants contacted Chris Gohagan’s firm at least 3 separate times before the firm picked up the packet, beginning August 25, 2022, the day the packet arrived in the mail at Defendants’ house. Missing the August 29, 2022 statute of limitations was due to Chris Gohagan’s firm misrouting Mo Flo, LLC’s paperwork. Nevertheless, Chris Gohagan’s firm misrouted Plaintiffs’ paperwork and it was inappropriate for Chris Gohagan to correct that error by fraudulently misstating the last date labor or materials were provided.

53. Both these actions by Chris Gohagan violate OCGA 16.10.20.1. The Georgia Bar takes the position that it does not have jurisdiction over criminal matters, even when those criminal matters overlap with rules of professional conduct. Defendants raise this criminal behavior to the attention of the Court and request the Court’s assistance in routing this violation of OCGA 16.10.20.1.

No exemption to Chapter 41 Title 43 requirements applies to Plaintiffs.

54. OCGA 43-41-1 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. *Restor-It, Inc. v. Beck*, 352 Ga. App. 613, 617–18, 835 S.E.2d 398, 403 (2019).
55. By subcontracting over \$2,500, Plaintiffs were required to have a residential or general contractor license or to have subcontracted to or under supervision of someone with such a 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. Amounts under \$2,500 are exempt from residential contract license requirements, however, Floors Outlet paid a single check for \$4,500 to another unlicensed subcontractor and so is not under that licensing exemption

either. Floors Outlet is not under any exemption from the licensing requirements in Chapter 43 Title 41.

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.

56. OCGA 43-41-17(f) 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 TSC Policy (Exhibit AJ) provides, "Traditional specialty contractors [. . .] **will be required to comply with all applicable national, state, and local codes and ordinances.**" (emphasis added). The Board's LSSC Policy (Exhibit AK) provides, "Traditional specialty contractors [. . .] **will be required to comply with all applicable national, state, and local codes and ordinances.**" (emphasis added). Compliance with all applicable national, state, and local codes is a prerequisite to operating under the specialty contractor exemption.
57. Mo Flo, LLC and Brian McDonald were required by the City of Statesboro Code of Ordinances Sec. 18-104. (Exhibit AG) to have a local business license, and did not have this license from January 1, 2022 to May 31, 2022. This ordinance states, "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". We signed the contract April 9, 2022 and installers were in our house May 23, 2022 to May 31, 2022. Mo Flo, LLC got the local business license on June 1, 2022, as shown in Exhibit R to our Defendants' Answer, attached to this motion as Exhibit R.
58. Floors Outlet is located in the City of Statesboro. Floors Outlet's office is located at 1267 Northside Drive East; Statesboro, GA 30458. Plaintiffs opened this suit using the address 1267 Northside Drive East which is listed as the Plaintiffs address in the July 12, 2022 STATEMENT OF CLAIM filed in this case. Defendants visited the physical office and showroom at 1267 Northside Drive East; Statesboro, GA 30458 and signed the contract at that address. The address 1267 Northside Dr East; Statesboro, GA 30458 is in Brian McDonald's signature line on emails as shown in Exhibits H, I, and J of DEFENDANTS' ANSWER filed August 9, 2022 (refiled September 26, 2022). Floors Outlet's address at 1267 Northside Dr. East; Statesboro, GA 30458 is on business cards provided by employee of Floors Outlet, Josh White, and owner of Floors Outlet, Brian McDonald, as shown in Exhibits L and M of DEFENDANTS' ANSWER filed August 9, 2022 (refiled September 26, 2022).
59. 1267 Northside Drive East; Statesboro, GA 30458 is in the City of Statesboro. A plat map of Statesboro is attached as Exhibit AM. 1267 Northside Drive East is located just to the East of the intersection of E. Main St. and Northside Drive East on the map in District 1.

60. In its October 18, 2022, PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST REQUEST FOR ADMISSIONS (Exhibit AH), Mo Flo, LLC d/b/a Floors Outlet admitted to having a location or office within the City of Statesboro. Our request for admission no. 58 states, "Admit that on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) had a location or office within the City of Statesboro." and Mo Flo, LLC's response to request for admissions no. 58 states, "Mo Flo, LLC admits the allegations contained in Request No. 58." This matches the language in the City of Statesboro Code of Ordinances (Exhibit AG)) which requires a local business license be held by any business having "one or more locations or offices within the corporate limits of the City".
61. 204 Highland Rd.; Statesboro, GA, 30458 is the location of the work. This address is in the contract (Exhibit A).
62. 204 Highland Rd.; Statesboro, GA, 30458 is in the City of Statesboro. A plat map of Statesboro is attached as Exhibit AM. 204 Highland Rd. is located fully in District 2.
63. Plaintiffs have never alleged having the required local business license. While it is Plaintiffs' burden to prove they had the required license (see paragraphs 15 and 16 above), Exhibit R to DEFENDANTS' ANSWER filed August 9, 2022 (refiled September 26, 2022) and reattached to this motion as Exhibit R, is correspondence with the City of Statesboro indicating Floors Outlet did not have the required local license and was operating illegally from January 1, 2022, when the previous license lapsed, to May 31, 2022, inclusive.
64. Mo Flo, LLC's October 18, 2022, PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST REQUEST FOR ADMISSIONS (Exhibit AH) response to admission no. 53 states, "Mo Flo, LLC admits that the ordinance was effective on April 9, 2022 and that Sec. 18-104 is a true and correct copy of the ordinance." While Mo Flo, LLC did not attach the copy of the Code of Ordinances to its response, we attached the copy to the Request for Admissions and it is at page 17 of our notice to the Court of discovery filed September 26, 2022. We have attached just the City of Statesboro Code of Ordinances Sec. 18-104. to this motion as Exhibit AG.
65. Additionally, Defendants' September 7, 2022 First Request for Production no. 19. requested, "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." Mo Flo, LLC d/b/a Floors Outlet's October 7, 2022, PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS response to no. 19 stated in full, "Brian McDonald, on behalf of Mo Flo, LLC, does not have an active license to operate as a contractor because a contractor's license was not required for the tasks performed." Mo Flo, LLC d/b/a Floors Outlet's response did not include any local business license.

66. Accordingly, Plaintiffs failed to show the required local business license under the Statesboro Code of Ordinances 18-104, and so do not fall under the specialty contractor exemption because they did not comply with local law as required by the Board's TSC Policy (Exhibit AJ) nor LSSC Policy (Exhibit AK).

Plaintiffs Contracted to Perform Plumbing and Plaintiffs have Never Shown any Plumbing License.

67. The signed contract (Exhibit A), states that areas covered include "Kitchen, [. . .] under appliances, [. . .] laundry room", and states in part "Contractor hereby agrees to provide all services found below [. . .] Installation services such as, [. . .] Remove and reinstall appliances".

68. OCGA 43-41-17(f) states, "nothing in this chapter shall permit a specialty contractor to perform work falling within the licensing requirements of Chapter 14 of this title where such specialty contractor is not duly licensed under such chapter to perform such work."

69. OCGA 43-14-8(b)(1-2) states, "(1) No person shall engage in the business of plumbing as a master plumber unless such person has a valid license from the Division of Master Plumbers and Journeyman Plumbers. (2) No person shall engage in the business of plumbing as a journeyman plumber unless such person has a valid license from the Division of Master Plumbers and Journeyman Plumbers."

70. OCGA 43-14-2 defines plumbing as "'Plumbing" means the practice of installing [. . .] appliances, and appurtenances in connection with [. . .] public or private water supply systems within or adjacent to any building, structure, or conveyance."

71. OCGA 43-41-2(5) states, "any work contractually undertaken by a general contractor in the nature of [. . .] plumbing [. . .] which falls within the licensing requirements of Chapter 14 of this title may not be performed by the general contractor but shall only be performed by a person who is duly licensed to perform such work under Chapter 14 of this title."

72. OCGA 43-41-2(9) states, "any work contractually undertaken by a residential contractor in the nature of [. . .] plumbing [. . .] which falls within the licensing requirements of Chapter 14 of this title may not be performed by the residential contractor but shall only be performed by a person who is duly licensed to perform such work under Chapter 14 of this title."

73. OCGA 43-41-16(f) states, "nothing in this chapter shall permit a specialty contractor to perform work falling within the licensing requirements of Chapter 14 of this title where such specialty contractor is not duly licensed under such chapter to perform such work".

74. In the context of OCGA Chapter 43 Title 41, “the law does not provide an exemption for de minimis amounts of electrical or plumbing work”. Restor-It, Inc. v. Beck, 352 Ga. App. 613, 619, 835 S.E.2d 398, 404 (2019).
75. Plaintiffs included plumbing in the scope of work for the contract. Defendants provided a sworn statement that workers under the contract disconnected the washing machine and refrigerator ice maker (DEFENDANTS’ ANSWER filed August 9, 2022 (refiled September 26, 2022), paragraphs 5, 7, and 125). Additionally, Defendants have copper plumbing throughout 204 Highland Rd., Statesboro, GA 30458. Defendants provided a receipt for repairs to damaged washing machine hookups and the refrigerator ice maker connection, which were required because Plaintiffs subcontractor damaged the plumbing while disconnecting appliances under the written contract. DEFENDANTS’ ANSWER filed August 9, 2022 (refiled September 26, 2022), Exhibit F (but not reattached to this motion) is a receipt for plumbing dated June 1, 2022, the day after Floors Outlet abandoned the contract, with line items for “Repaired [sic] on cut off valves at washer” and “checked ice machine connection and cut on water”.
76. Because plumbing was within the scope of the contract, and Plaintiffs have presented no evidence that plumbing was done by a licensed plumber, the contract is unenforceable. “[T]he contract is unenforceable so as to protect the public, regardless of the amount of electrical or plumbing work performed. This was a question of law that did not require a jury to determine an analysis of the work performed or its value.” Restor-It, Inc. v. Beck, 352 Ga. App. 613, 619, 835 S.E.2d 398, 404 (2019).

Plaintiffs are liable for litigation costs and attorney fees under OCGA 9-15-14.

77. OCGA 9-15-14 states, “In any civil action in any court of record of this state, reasonable and necessary attorney's fees and expenses of litigation shall be awarded to any party against whom another party has asserted a claim, defense, or other position with respect to which there existed such a complete absence of any justiciable issue of law or fact that it could not be reasonably believed that a court would accept the asserted claim, defense, or other position.”
78. OCGA 43-41-17 states, “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”. Plaintiffs have the burden of proof to show they were operating legally under the requirements of OCGA Chapter 43 Title 41. Plaintiffs showed no license nor applicable exemption, and admitted to being unlicensed.
79. Because the licensing is a clear question of law and Plaintiffs never had standing to enforce the contract, attorney fees under OCGA 9-15-14 are appropriate. There is a

complete absence of any justiciable issue of law regarding Plaintiffs' standing to sue on contract claims.

80. Regarding our counterclaims brought against both Brian McDonald and Mo Flo, LLC d/b/a Floors Outlet in our Defendants' Answer, in a situation of agent and undisclosed principal, we are able to elect to pursue either agent or principal and "[a]n election occurs not when the principal and agent are sued but when final judgment is taken against either; until there exists a final judgment against either the principal or the agent, no irrevocable election has been made. See generally *Lippincott & Co. v. Behre*, supra at 546–547, 50 S.E. 467." *Watson v. Sierra Contracting Corp.*, 226 Ga. App. 21, 26, 485 S.E.2d 563, 569 (1997). We are not taking such an election regarding contract or other counterclaims raised in our Defendants' Answer filed August 9, 2022. Only regarding our claims under OCGA 9-15-14 for us defending against Plaintiffs' abusive litigation of contract claims, when Plaintiffs, as unlicensed contractors, did not have standing to sue, we believe abusive litigation claims under OCGA 9-15-14 may be attributable only to the principal, Mo Flo, LLC, because the agent principal relationship was disclosed in the initial Statement of Claim filed July 12, 2022 at the start of the law suit, or may be joint and several rather due to active participation by Brian McDonald in signing the Statement of Claim. We seek guidance from the Court regarding liability for our claims under OCGA 9-15-14 related to our defense against abusive litigation by Plaintiffs.

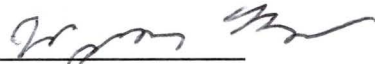
Wherefore, Defendants request the following relief:

- (1) That Plaintiffs claims be dismissed with prejudice.
- (2) That Plaintiffs be required to pay all costs and attorney's fees incurred between August 19, 2022, the date this case was transferred from Magistrate Court and the date dismissal of Plaintiffs claims is final, as allowed under OCGA 9-15-14. That the Court determine whether liability for costs and attorney's fees under OCGA 9-15-14 is joint and several against both Mo Flo, LLC and Brian McDonald, and that the Court clarify that liability for costs and attorney's fees under OCGA 9-15-14 does not represent an election by Defendants as to which party to pursue for counterclaims raised in Defendants' Answer filed August 9, 2022.
- (3) Determine and state whether OCGA 8-2-35 through 8-2-43 applies in light of (1) OCGA 8-2-43(d) stating, "This part shall not apply to a contractor who is not required to be licensed under Chapter 41 of Title 43.", and in light of (2) Plaintiffs engaging in activities which require them to be licensed under Chapter 41 of Title 43 but simultaneously Plaintiffs not having obtained such a license.
- (4) Determine whether any action is necessary on the FIFTEENTH DEFENSE listed in PLAINTIFF MO FLO, LLC d/b/a FLOORS OUTLET'S ANSWER AND AFFIRMATIVE DEFENSES TO DEFENDANTS' COUNTERCLAIMS filed October 5, 2022 and stating, "Defendants' Counterclaims are barred because they did not comply with O.C.G.A. 8-2-38 et. seq." If the Court finds OCGA 8-2-38 et. seq. applies, then we request the Court to determine whether Mo Flo, LLC d/b/a Floors Outlet requested a stay in its

FIFTEENTH DEFENSE, which is the only allowable remedy according to OCGA 8-2-37, and to rule on any such request made by Mo Flo, LLC.

- (5) That the Court examine whether Chris Gohagan violated OCGA 16.10.20.1(b)(1) by signing the Claim of Lien (Exhibit AL) representing Mo Flo, LLC as subcontractor but not a contractor in direct privity with Wilhelmina Randtke and Edwin Alexander and representing materials and services as provided June 14, 2022. If he violated OCGA 16.10.20.1, then refer that to the District Attorney For Ogeechee Judicial Circuit, Daphne Totten, 1 Courtland Street, Statesboro, GA 30458. Chris Gohagan first mailed a bill to Defendants on August 23, 2022 for reviewing all filings in the Magistrate Court in this case. That bill from Chris Gohagan and photos of the accompanying documents he mailed us is attached as Exhibit AN. The accompanying documents he mailed us with Plaintiffs' packet included the July 12, 2022 Statement of Claim which represented Mo Flo, LLC, his client, as a contractor in direct privity with Defendants. It shows that Chris Gohagan knew that Mo Flo, LLC was a contractor rather than subcontractor when he signed the Claim of Lien on September 12, 2022 (filed September 13, 2022) misrepresenting that relationship. The packet he mailed to us (Exhibit AN) also included the August 9, 2022 Defendants' Answer and a CD with all our accompanying exhibits, including a June 14, 2022 email from Brian McDonald saying Floors Outlet would not be coming back to the house. It shows that Chris Gohagan had reason to know that the June 14, 2022 date was false at the time when he signed the Claim of Lien on September 12, 2022 (filed September 13, 2022).
- (6) Further relief as the Court deems just and proper.

This day of February 21, 2023



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 MOTION FOR SUMMARY JUDGMENT ON PLAINTIFFS' CLAIMS 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 Siebold Street
Post Office Box 327
Statesboro, Georgia 30459

Shannon Warren
sole proprietor of S&T Floor Covering
330 Satilla Church Road
Jesup, GA, 31545

Brian McDonald
208 Spotted Fawn Rd.
Statesboro, GA 30458

Signed February 21, 2023



Wilhelmina Randtke
204 Highland Rd
Statesboro, GA 30458
850-345-6123

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: 12x12, Mapei: Hickory

Areas: Kitchen, Living room, Play room, Den, Bedroom, underappan Foyer, laundry room, all 1st floor except the 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
 - 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: edwinalexander11@gmail.com

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

Cell: (651) 365-4123

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 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 AG
Statesboro Code of Ordinances, Section 18-104
Effective July 5, 2007, and still in effect in February 2023.

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)

Exhibit AH
PLAINTIFF MO FLO, LLC'S RESPONSES AND
OBJECTIONS TO DEFENDANTS' FIRST
REQUEST FOR ADMISSIONS

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

MO FLO, LLC dba FLOORS OUTLET,

Plaintiff,

v.

**WILHELMINA ALEXANDER and EDWIN
ALEXANDER,**

Defendants.

**CIVIL ACTION FILE
NO. STCV2022000202**

**PLAINTIFF MO FLO, LLC’S RESPONSES AND OBJECTIONS TO DEFENDANTS’
FIRST REQUEST FOR ADMISSIONS**

COMES NOW Mo Flo, LLC d/b/a Floors Outlet (“Mo Flo, LLC”), and hereby objects to the entirety of Defendants’ First Request for Admissions as unduly burdensome. Without waiving said objections, Mo Flo, LLC serves its responses and objections to Defendants’ First Request for Admissions as follows:

1.

Admit that Mo Flo LLC ratified the April 9, 2022 contract to install tile at 204 Highland Rd.

RESPONSE:

Mo Flo, LLC admits that it was a party to the contract.

2.

Admit that Mo Flo, LLC ratified the April 9, 2022 contract to install tile at 204 Highland Rd.

RESPONSE:

Mo Flo, LLC admits that it was a party to the contract.

3.

Admit that MoFlo, LLC (GA Corporations Division control number 19113366) ratified the April 9, 2022 contract to install tile at 204 Highland Rd.

RESPONSE:

Mo Flo, LLC admits that it was a party to the contract.

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.

RESPONSE:

Mo Flo, LLC objects to Request No. 4 on the grounds that it is vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objections, Mo Flo, LLC denies the allegations contained in Request No. 4.

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.

RESPONSE:

Mo Flo, LLC is the correct name of the plaintiff who has filed this lawsuit and any different spelling of Mo Flo, LLC was simply a clerical error.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 6.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 7.

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".

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 8.

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).

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 9.

10.

Admit that on July 12, 2022, Brian McDonald signed a Statement of Claim filed in the Magistrate Court of Bulloch County.

RESPONSE:

Mo Flo, LLC admits the allegations contained in Request No. 10.

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.

RESPONSE:

Mo Flo, LLC admits that Brian McDonald signed the Statement of Claim in his capacity as one of the owners of Mo Flo, LLC. Mo Flo, LLC denies any remaining allegations contained in Request No. 11.

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.

RESPONSE:

Mo Flo, LLC admits that Brian McDonald signed the Statement of Claim in his capacity as one of the owners of Mo Flo, LLC. Mo Flo, LLC denies any remaining allegations contained in Request No. 12.

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).

RESPONSE:

Mo Flo, LLC admits that Brian McDonald signed the Statement of Claim in his capacity as one of the owners of Mo Flo, LLC. Mo Flo, LLC denies any remaining allegations contained in

Request No. 13.

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).

RESPONSE:

Mo Flo, LLC objects to Request No. 14 on the grounds that it is vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objections, Mo Flo, LLC denies the allegations contained in Request No. 14.

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).

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 15.

16.

Admit that on April 9, 2022, Floors Outlet was a sole proprietorship owned by Brian McDonald.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 16.

17.

Admit that on April 9, 2022, Floors Outlet was a common law partnership.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 17.

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).

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 18.

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).

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 19.

20.

Admit that on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) was domiciled within the City of Statesboro.

RESPONSE:

Mo Flo, LLC objects to Request No. 20 on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, Mo Flo, LLC admits that it conducts business within the City of Statesboro. Mo Flo, LLC denies any remaining allegations contained in Request No. 20.

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.

RESPONSE:

Mo Flo, LLC objects to Request No. 21 on the grounds that it is vague, ambiguous, overbroad, argumentative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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.

RESPONSE:

Mo Flo, LLC objects to Request No. 22 on the grounds that it is vague, ambiguous, overbroad, argumentative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

23.

Admit that on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) was domiciled within the City of Statesboro.

RESPONSE:

Mo Flo, LLC objects to Request No. 23 on the grounds that it is vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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.

RESPONSE:

Mo Flo, LLC objects to Request No. 24 on the grounds that it is vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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.

RESPONSE:

Mo Flo, LLC objects to Request No. 25 on the grounds that it is vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 26.

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.

RESPONSE:

Mo Flo, LLC admits that the final price of the contract and total balance was \$16,319.44. Mo Flo, LLC denies that the original full price was \$16,716.44. Mo Flo, LLC denies the remaining allegations contained in Request No. 27.

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.

RESPONSE:

Mo Flo, LLC admits that Brian McDonald met with Defendants on April 30, 2022 and changed the grout color. Mo Flo, LLC denies the remaining allegations contained in Request No.

28.

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.

RESPONSE:

Mo Flo, LLC admits that it requested the change in grout color due to backordering. Mo Flo, LLC denies any remaining allegations contained in Request No. 29.

30.

Admit that Brian McDonald signed the April 9, 2022 contract to install tile flooring at 204 Highland Rd and signed as "Contractor".

RESPONSE:

Mo Flo, LLC admits that Brian McDonald signed the April 9, 2022 contract on behalf of Mo Flo, LLC. Mo Flo, LLC denies any remaining allegations contained in Request No. 30.

31.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd gave the name of the business as "Floors Outlet."

RESPONSE:

Mo Flo, LLC admits that the name on the contract was Floors Outlet, which is the name Mo Flo, LLC does business as. Mo Flo, LLC denies any remaining allegations contained in Request No. 31.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Paragraph No. 32 as stated. By way of further response, Mo Flo, LLC does business as Floors Outlet, which is the name that was on 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.

RESPONSE:

Mo Flo, LLC admits the allegations contained in Request No. 33.

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.

RESPONSE:

Mo Flo, LLC admits that half of the balance was due on April 9, 2022 to order materials. Mo Flo, LLC denies that the remaining balance was due two days after contract completion. By way of further response, the remaining balance was due after install.

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.

RESPONSE:

Mo Flo, LLC admits that it received the first payment from Wilhelmina Randtke by check on April 9, 2022 for \$8,159.72 and posted this check on April 11, 2022. Mo Flo, LLC denies any

remaining allegations contained in Request No. 35.

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.

RESPONSE:

Mo Flo, LLC admits that it received a check from Wilhelmina Randtke on April 9, 2022 for \$8,159.72, that it posted this check on April 11, 2022, and that the check was made out to Floors Outlet. Mo Flo, LLC denies any remaining allegations contained in Request No. 36.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 37.

38.

Admit that MoFlo, LLC (GA Corporations Division control number 19113366) is a materialman for Floors Outlet.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 38.

39.

Admit that MoFlo, LLC (GA Corporations Division control number 19113366) is a subcontractor of Floors Outlet for labor.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 39.

40.

Admit that P3 Flooring, LLC (GA Corporations Division control number 15011444) is a materialman for Floors Outlet.

RESPONSE:

Mo Flo, LLC objects to Request No. 40 on the grounds that it is vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

41.

Admit that P3 Flooring, LLC (GA Corporations Division control number 15011444) is a subcontractor of Floors Outlet for labor.

RESPONSE:

Mo Flo, LLC objects to Request No. 41 on the grounds that it is vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

42.

Admit that on April 9, 2022, Brian McDonald was covered by workers compensation insurance under a policy issued to Floors Outlet.

RESPONSE:

Mo Flo, LLC objects to Request No. 42 on the grounds that it is vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objections, Mo Flo, LLC admits that Brian McDonald

was covered on April 9, 2022 by Mo Flo, LLC's workers' compensation insurance. Mo Flo, LLC denies any remaining allegations contained in Request No. 42.

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).

RESPONSE:

Mo Flo, LLC objects to Request No. 43 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objections, Mo Flo, LLC admits that Brian McDonald was covered on April 9, 2022 by Mo Flo, LLC's workers' compensation insurance. Mo Flo, LLC denies any remaining allegations contained in Request No. 43.

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).

RESPONSE:

Mo Flo, LLC objects to Request No. 44 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

45.

Admit that on April 9, 2022, Brian McDonald was not covered by workers compensation insurance.

RESPONSE:

Mo Flo, LLC objects to Request No. 45 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objections, Mo Flo, LLC denies that Brian McDonald was not covered by Mo Flo, LLC's workers' compensation insurance. Mo Flo, LLC denies any remaining allegations contained in Request No. 45.

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.

RESPONSE:

Mo Flo, LLC denies that the cited code section requires Mo Flo, LLC or any of its owners or employees to be licensed as a general contractor. Mo Flo, LLC denies any remaining allegations contained in Request No. 46.

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.

RESPONSE:

Mo Flo, LLC denies that the cited code section requires Mo Flo, LLC or any of its owners or employees to be licensed as a residential or general contractor. Mo Flo, LLC denies any remaining allegations contained in Request No. 47.

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.

RESPONSE:

Mo Flo, LLC admits that it and its employees were validly operating as a specialty contractor at all points during the April 9, 2022 contract, including when the work was subcontracted. Mo Flo, LLC denies any remaining allegations contained in Request No. 48.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 49 as stated.

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.

RESPONSE:

Mo Flo, LLC denies that the cited code section requires Mo Flo, LLC or any of its owners or employees to be licensed as a residential or general contractor. Mo Flo, LLC denies any remaining allegations contained in Request No. 50.

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.

RESPONSE:

Mo Flo, LLC denies that the cited code section requires Mo Flo, LLC or any of its owners or employees to be licensed as a residential or general contractor. Mo Flo, LLC denies any remaining allegations contained in Request No. 51.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 52.

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/gaistatesboro/codes/code_ofordinances?nodeld=PTIICOORCH18BUARTVADFEREFEOCTAS18-1040CTALECOFUMEEMOCTASCLI 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.

RESPONSE:

Mo Flo, LLC objects to Request No. 53 on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, Mo Flo, LLC admits that the ordinance was effective on April 9, 2022 and that Sec. 18-104 is a true and correct copy of the ordinance. However, Mo Flo, LLC denies that it is available at the link provided by Defendants in the request and denies any remaining allegations contained in Request No. 53.

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/gaistatesboroicodes/code_of_ordinances?nodeld=PTIICOORCH18BUARTVADFEREFEOCTA_S18-104OCTALECOFUMEEMOCTASCLI. Attached to this Request for Admissions is a true and correct copy of the Statesboro Code of Ordinances, section 18-104.

RESPONSE:

Mo Flo, LLC objects to Request No. 54 on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection Mo Flo, LLC denies the allegations contained in Request No. 54.

55.

Admit that on April 9, 2022, Floors Outlet had a location or office within the City of Statesboro.

RESPONSE:

Mo Flo, LLC admits the allegations contained in Request No. 55.

56.

Admit that on April 9, 2022, Floors Outlet did not have a local business license with the City of Statesboro.

RESPONSE:

Mo Flo, LLC objects to Request No. 56 as vague, ambiguous, overbroad, argumentative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objections, Mo Flo, LLC admits that it has a 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/gaistatesboro/codes/code_of_ordinances?nodeld=PTIICOORCH18BU_ARTVADFEREFEOCTA_S18-1040CTALECOFUMEEMOCTASCLI.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 57.

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.

RESPONSE:

Mo Flo, LLC admits the allegations contained in Request No. 58.

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.

RESPONSE:

Mo Flo, LLC objects to Request No. 59 as vague, ambiguous, overbroad, argumentative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objections, Mo Flo, LLC admits that it has a 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/gaistatesboro/codes/codeof_ordinances?nodeld=PTIICOOR_CH18BUARTVADFEREFEOCTA_S18-104OCTALECOFUMEEEMOCTASCLI.

RESPONSE:

Mo Flo, LLC objects to Request No. 60 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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.

RESPONSE:

Mo Flo, LLC objects to Request No. 61 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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.

RESPONSE:

Mo Flo, LLC objects to Request No. 62 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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.

RESPONSE:

Mo Flo, LLC admits that it subcontracted the work to Shannon Warren's company.

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.

RESPONSE:

Mo Flo, LLC admits the allegations contained in Request No. 64.

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.

RESPONSE:

Mo Flo, LLC admits the allegations contained in Request No. 65.

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.

RESPONSE:

Mo Flo, LLC admits that there were a few areas in which the quarterround was not caulked. However, Mo Flo, LLC was not allowed back in the home by Defendants in order to repair this issue or to evaluate it further. Mo Flo, LLC denies any remaining allegations contained in Request No. 66.

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.

RESPONSE:

Mo Flo, LLC admits that there were a few areas of the grout which needed to be repaired. However, Defendants would not allow Mo Flo, LLC to visit the residence to repair or further evaluate these complaints. Mo Flo, LLC denies the remaining allegations contained in Request

No. 67.

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.

RESPONSE:

Mo Flo, LLC admits that the original contract was changed from Hickory grout to Mocha grout. Mo Flo, LLC denies any remaining allegations contained in Request No. 68.

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.

RESPONSE:

Mo Flo, LLC admits that its employees suggested changing the grout color to the Defendants due to an issue with backordering of the original grout color chosen. Mo Flo, LLC denies any remaining allegations contained in Request No. 69.

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.

RESPONSE:

Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request No. 70.

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".

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 71 as stated.

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".

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 72 as stated.

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".

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 73 as stated.

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".

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 74 as stated.

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".

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 75 as stated.

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".

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 76 as stated.

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.

RESPONSE:

Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request No. 77.

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".

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 78 as stated.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 79 as stated.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 80.

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".

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 81.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 82 as stated.

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.

RESPONSE:

Mo Flo, LLC objects to Request No. 83 on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, Mo Flo, LLC denies that the tiles in the sample board that Defendants used to choose their tile for the project had any cracks in it. Mo Flo, LLC denies any remaining allegations contained in Request No. 83.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 84.

85.

Admit that workers under the April 9, 2022 contract installed cracked tiles.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 85.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 86.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 87.

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.)

RESPONSE:

Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request No. 88.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 89.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 90.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 91.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 92.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 93.

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.

RESPONSE:

Mo Flo, LLC admits that removal and reinstallation of quarterround is sometimes necessary to replace tiles along walls. Mo Flo, LLC denies that it is required in all cases.

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.)

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 95.

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.)

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 96.

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.)

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 97.

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.)

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 98.

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.)

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 99.

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".

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 100.

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 [.]".

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 101.

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.

RESPONSE:

Mo Flo, LLC admits that all work for the April 9, 2022 contract was subcontracted to one subcontractor. Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the remaining allegations contained in Request No. 102.

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.

RESPONSE:

Mo Flo, LLC admits that the contract was performed under a subcontract for greater than \$2,500. Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the remaining allegations contained in Request No. 103.

104.

Admit that Brian McDonald uses the email address brian@floors-outlet.com to conduct business for Floors Outlet or its principals.

RESPONSE:

Mo Flo, LLC admits that Brian McDonald uses the email address brian@floors-outlet.com to conduct business for Mo Flo, LLC.

105.

Admit that Brian McDonald uses the phone number 912-243-5477 to conduct business for Floors Outlet or its principals.

RESPONSE:

Mo Flo, LLC admits that Brian McDonald uses the phone number 912-243-5477 to conduct business for Mo Flo, LLC.

106.

Admit that Josh White uses the email address jcwhite1103mail.com to conduct business for Floors Outlet or its principals.

RESPONSE:

Mo Flo, LLC admits that jcwhite1103mail.com is Josh White's email address which he was permitted to use to communicate with clients.

107.

Admit that Josh White uses the phone number 678-232-3817 to conduct business for Floors Outlet or its principals.

RESPONSE:

Mo Flo, LLC admits that 678-232-3817 is Josh White's phone number which he was permitted to use to communicate with clients.

108.

Admit that the tile flooring installed at 204 Highland Rd is installed below industry standards.

RESPONSE:

Mo Flo, LLC admits that the tile flooring was not installed at 100% industry standard. However, Mo Flo, LLC denies that it was provided an adequate opportunity to correct any deficiencies, that it is responsible for any deficiencies, or that any deficiencies would allow Defendants to circumvent their obligations to pay the remainder of the money due under the contract. Mo Flo, LLC denies any remaining allegations contained in Request No. 108.

109.

Admit that the tile flooring installed at 204 Highland Rd is installed 10% below industry standards.

RESPONSE:

Mo Flo, LLC admits that the tile flooring was not installed at 100% industry standard. However, Mo Flo, LLC denies that it was provided an adequate opportunity to correct any deficiencies, that it is responsible for any deficiencies, or that any deficiencies would allow Defendants to circumvent their obligations to pay the remainder of the money due under the

contract. Mo Flo, LLC denies any remaining allegations contained in Request No. 109.

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).

RESPONSE:

Mo Flo, LLC admits that the tile flooring was not installed at 100% industry standard. However, Mo Flo, LLC denies that it was provided an adequate opportunity to correct any deficiencies, that it is responsible for any deficiencies, or that any deficiencies would allow Defendants to circumvent their obligations to pay the remainder of the money due under the contract. Mo Flo, LLC denies any remaining allegations contained in Request No. 110.

111.

Admit that the tile flooring installed at 204 Highland Rd is installed 1% to 9% below industry standards.

RESPONSE:

Mo Flo, LLC admits that the tile flooring was not installed at 100% industry standard. However, Mo Flo, LLC denies that it was provided an adequate opportunity to correct any deficiencies, that it is responsible for any deficiencies, or that any deficiencies would allow Defendants to circumvent their obligations to pay the remainder of the money due under the contract. Mo Flo, LLC denies any remaining allegations contained in Request No. 111.

112.

Admit that the tile flooring installed at 204 Highland Rd is installed meeting industry standards.

RESPONSE:

Mo Flo, LLC admits that the tile flooring was not installed at 100% industry standard. However, Mo Flo, LLC denies that it was provided an adequate opportunity to correct any deficiencies, that it is responsible for any deficiencies, or that any deficiencies would allow Defendants to circumvent their obligations to pay the remainder of the money due under the contract. Mo Flo, LLC denies any remaining allegations contained in Request No. 112.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 113.

114.

Admit that a United States penny is 1.52mm thick.

RESPONSE:

Mo Flo, LLC objects to Request No. 114 on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request No. 114.

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).

RESPONSE:

Mo Flo, LLC objects to Request No. 115 on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request No. 115.

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-tamazonaws.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://wmv.happy-floors.com/product/eternity/>). A printout of the spec sheet is enclosed as an attachment.

RESPONSE:

Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request No. 116.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 117.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 118.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 119.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 120.

121.

Admit that lippage in at least some areas of 204 Highland Rd is more than 1/32 of an inch.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 121.

122.

Admit that lippage in at least some areas of 204 Highland Rd is more than 1/16 of an inch.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 122.

123.

Admit that lippage in at least some areas of 204 Highland Rd is more than 3/32 of an inch.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 123.

124.

Admit that lippage in at least some areas of 204 Highland Rd is more than 1/8 of an inch.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 124.

125.

Admit that 204 Highland Rd is concrete slab construction.

RESPONSE:

Mo Flo, LLC admits that the 204 Highland Rd home is based on concrete slab.

126.

Admit that all tile installed at 204 Highland Rd was installed directly onto the concrete slab.

RESPONSE:

Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request No. 126.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 127.

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.

RESPONSE:

Mo Flo, LLC admits that the initial installation price for 204 Highland Rd on April 9, 2022 was for \$16,319.44. Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the remaining allegations contained in Request No. 128.

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).

RESPONSE:

Mo Flo, LLC admits that the initial installation price for 204 Highland Rd on April 9, 2022 was for \$16,319.44. Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the remaining allegations

contained in Request No. 129.

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.

RESPONSE:

Mo Flo, LLC admits that the initial installation price for 204 Highland Rd on April 9, 2022 was for \$16,719.44 before the discount was applied to the contract price. Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the remaining allegations contained in Request No. 130.

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).

RESPONSE:

Mo Flo, LLC admits that the initial installation price for 204 Highland Rd on April 9, 2022 was for \$16,719.44 before the discount was applied to the contract price. Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the remaining allegations contained in Request No. 131.

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).

RESPONSE:

Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request No. 132.

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).

RESPONSE:

Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request No. 133.

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).

RESPONSE:

Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request No. 134.

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).

RESPONSE:

Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request No. 135.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 136 as stated.

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.

RESPONSE:

Mo Flo, LLC admits that it may charge more than \$5.00 per square foot to remove tile depending on the job. Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the remaining allegations contained in Request No. 137.

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.

RESPONSE:

Mo Flo, LLC admits that the initial installation price for 204 Highland Rd on April 9, 2022 was for \$16,319.44. Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the remaining allegations contained in Request No. 138.

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).

RESPONSE:

Mo Flo, LLC admits that the initial installation price for 204 Highland Rd on April 9, 2022 was for \$16,319.44. Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the remaining allegations contained in Request No. 139.

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.

RESPONSE:

Mo Flo, LLC admits that the initial installation price for 204 Highland Rd on April 9, 2022 was for \$16,719.44 before the discount was applied to the contract price. Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the remaining allegations contained in Request No. 140.

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).

RESPONSE:

Mo Flo, LLC admits that the initial installation price for 204 Highland Rd on April 9, 2022 was for \$16,719.44 before the discount was applied to the contract price. Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the remaining allegations contained in Request No. 141.

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).

RESPONSE:

Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request

No. 142.

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).

RESPONSE:

Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request No. 143.

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).

RESPONSE:

Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request No. 144.

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).

RESPONSE:

Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request No. 145.

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.

RESPONSE:

Mo Flo, LLC objects to Request No. 146 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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.

RESPONSE:

Mo Flo, LLC objects to Request No. 147 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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.

RESPONSE:

Mo Flo, LLC objects to Request No. 148 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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).

RESPONSE:

Mo Flo, LLC objects to Request No. 149 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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.

RESPONSE:

Mo Flo, LLC objects to Request No. 150 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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).

RESPONSE:

Mo Flo, LLC objects to Request No. 151 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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).

RESPONSE:

Mo Flo, LLC objects to Request No. 152 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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).

RESPONSE:

Mo Flo, LLC objects to Request No. 153 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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).

RESPONSE:

Mo Flo, LLC objects to Request No. 154 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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).

RESPONSE:

Mo Flo, LLC objects to Request No. 155 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

156.

Admit that the tile in the April 9, 2022 contract to install tile at 204 Highland Rd. is a PEI 5 tile.

RESPONSE:

Mo Flo, LLC admits the allegations contained in Request No. 156.

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.

RESPONSE:

Mo Flo, LLC admits the allegations contained in Request No. 157.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 158.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 159.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 160.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 161.

162.

Admit that a total cost of \$705 is a reasonable cost to paint kitchen cabinets in Bulloch County.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 162.

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.

RESPONSE:

Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request No. 163.

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.

RESPONSE:

Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request No. 164.

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.

RESPONSE:

Mo Flo, LLC has made a reasonable inquiry and the information known or readily obtainable by it is insufficient to enable it to admit or deny the allegations contained in Request No. 165.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 166.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 167.

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.

RESPONSE:

Mo Flo, LLC denies the allegations contained in Request No. 168.

This 13th day of October, 2022.

/s/ Matt Shoemaker
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 served a copy of the within and foregoing **PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST REQUEST FOR ADMISSIONS** upon all parties to this matter via statutory electronic service to all parties as follows:

Wilhelmina Randtke
randtke@gmail.com

This 13th day of October, 2022.

/s/ Matt Shoemaker
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

Exhibit AI
PLAINTIFF MO FLO, LLC'S RESPONSES
AND OBJECTIONS TO DEFENDANTS'
FIRST REQUEST FOR PRODUCTION OF
DOCUMENTS

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'S RESPONSES AND OBJECTIONS TO DEFENDANTS'
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**

COMES NOW Mo Flo, LLC d/b/a FLOORS OUTLET, and hereby serves its responses and objections to Defendants' First Request for Production of Documents as follows:

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).

RESPONSE:

Mo Flo, LLC objects to Request No. 1 on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. This action is no longer in the Magistrate Court of Bulloch County and such documents have no bearing on the action presently in the State Court of Bulloch County. Without waiving said objections, see the Complaint initially filed by Mo Flo, LLC in the Magistrate Court of Bulloch County. Mo Flo, LLC does not have any other documents requested by Defendant's Request No. 1.

2.

Copies of any documents showing subcontracts for labor related to the April 9, 2022 contract to install tile at 204 Highland Rd.

RESPONSE:

See attached the text messages shared between Mo Flo, LLC and the subcontractors involved in the April 4, 2022 contract to install tile. Mo Flo, LLC does not have any other such documents relating to the work performed by the subcontractors for 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.

RESPONSE:

Mo Flo, LLC does not have any such documents relating to the work performed by the subcontractors for any past contracts before May 23, 2022.

4.

Any documents or records showing proof of payment for labor for the install at 204 Highland Rd.

RESPONSE:

See attached a copy of the payment made by Mo Flo, LLC to S & T Floor Covering. Redactions have been placed as necessary to avoid revealing personal information.

5.

Any documents showing communications from subcontractor(s) or employees of Floors Outlet regarding 204 Highland Rd.

RESPONSE:

See attached screenshots between Mo Flo, LLC and the subcontractors for this project.

6.

Any notes or files regarding 204 Highland Rd.

RESPONSE:

See attached the contract between Mo Flo, LLC and the Defendants.

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.

RESPONSE:

See attached the bank statements provided. Appropriate redactions have been made to prevent the disclosure of Mo Flo, LLC's, or any other party's, personal information.

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.

RESPONSE:

See attached the receipts from Happy Floors.

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.

RESPONSE:

See attached the contract between Mo Flo, LLC and the Defendants.

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.

RESPONSE:

See attached the contract between Mo Flo, LLC and the Defendants.

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.

RESPONSE:

Mo Flo, LLC objects to Defendants' Request No. 11 on the grounds that it is seeking to

obtain discovery regarding a matter that is not relevant to any claim or defense of any party, information that it is not admissible at trial, and information that is not reasonably calculated to lead to the discovery of admissible evidence. None of the individuals mentioned in Defendants' Request for Production No. 11 are parties to this action.

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).

RESPONSE:

Mo Flo, LLC objects to this Defendants' Request No. 12 on the grounds that it is seeking to obtain discovery regarding a matter that is not relevant to any claim or defense of any party, information that it is not admissible at trial, and information that is not reasonably calculated to lead to the discovery of admissible evidence. Brian McDonald, in his individual capacity, is not a party to this action, and his role or relationship with Mo Flo, LLC lacks relevance to be considered discoverable evidence.

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.)

RESPONSE:

See attached a copy of Mo Flo, LLC's Protection Policy Declarations with Property-

Owners Insurance Company and the Workers Compensation and Employers Liability Insurance Policy Extension from Technology Insurance Company. Redactions have been made as necessary to avoid the disclosure of proprietary information.

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.

RESPONSE:

Mo Flo, LLC objects to Request No. 14 on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. Mo Flo, LLC further objects on the grounds that the discovery sought is available from another source that is more convenient and less burdensome.

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.

RESPONSE:

Mo Flo, LLC objects to Request No. 15 on the grounds that any communications made regarding 204 Highland Rd. were made in anticipation of litigation. As part of the preparation anticipated for litigation or for trial by or for Mo Flo, LLC, insurer and defense counsel may take statements as a representative of Mo Flo, LLC or Mo Flo, LLC's insurer, and said statements are not discoverable as trial preparation material. *Tobacco Road v. Callaghan*, 174 Ga. App. 539, 330 S.E.2d 768 (1985). If the statement is given by an agent on behalf of Mo Flo, LLC, it would also be protected by the attorney/client privilege.

Without waiving said objection, Mo Flo, LLC states that in anticipation of litigation and as protected trial preparation material pursuant to O.C.G.A. § 9-11-26(b)(3), Brian McDonald and Prince Preston have both given statements to each other as representatives of Mo Flo, LLC and also to Mo Flo, LLC's insurance carrier or said carrier's representative, (said Code section refers to "prepared in anticipation of litigation or for trial or for another party or by or for that other party's representative [including his attorney, consultant, surety, indemnitor, insurer or agent])."

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.

RESPONSE:

Mo Flo, LLC objects to Request No. 16 on the grounds that any communications made regarding 204 Highland Rd. were made in anticipation of litigation. As part of the preparation anticipated for litigation or for trial by or for Mo Flo, LLC, insurer and defense counsel may take statements as a representative of Mo Flo, LLC or Mo Flo, LLC's insurer, and said statements are not discoverable as trial preparation material. *Tobacco Road v. Callaghan*, 174 Ga. App. 539, 330 S.E.2d 768 (1985). If the statement is given by an agent on behalf of Mo Flo, LLC, it would also be protected by the attorney/client privilege.

Without waiving said objection, Mo Flo, LLC states that in anticipation of litigation and as protected trial preparation material pursuant to O.C.G.A. § 9-11-26(b)(3), Josh White has communicated with Brian McDonald as a representative of Mo Flo (said Code section refers to "prepared in anticipation of litigation or for trial or for another party or by or for that other party's

representative [including his attorney, consultant, surety, indemnitor, insurer or agent]).”

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.

RESPONSE:

See attached the screenshots of text messages shared with Shannon Warren and Caleb Warren.

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.

RESPONSE:

Mo Flo, LLC objects to Request No. 18 to the extent it seeks the production of documents protected by the attorney-client privilege, work product doctrine, and/or other Georgia law.

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.

RESPONSE:

Brian McDonald, on behalf of Mo Flo, LLC, does not have an active license to operate as a contractor because a contractor’s license was not required for the tasks performed.

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).

RESPONSE:

Mo Flo, LLC does not have any such documents in its possession.

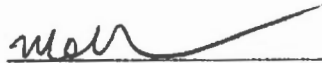
21.

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.

RESPONSE:

See attached the email thread between Brian McDonald, on behalf of Mo Flo, LLC, and the Defendants.

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

Detail More Details

Statement Description: DEPOSIT

Date: 4/11/2022

Type: Credit



Home Messages Transactions Payments Services Statements Manage Users Help Settings Locations Contact Us Log Off

MoFlo Checking [REDACTED]

Last Updated: September 29, 2022 1:29 PM

Transactions Details & Settings

4500

Date	Description	Amount
MAY 31 2022	ECP INCLEARING CHECK - 1402	(\$4,500.00)

MAY 31 2022 ECP INCLEARING CHECK - 1402

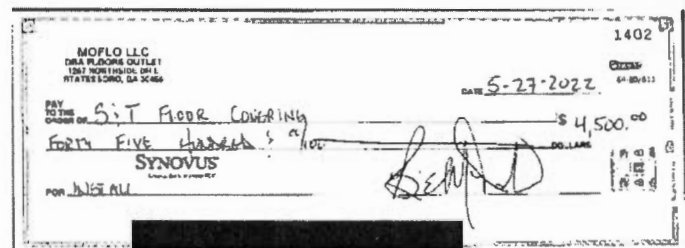
(\$4,500.00)

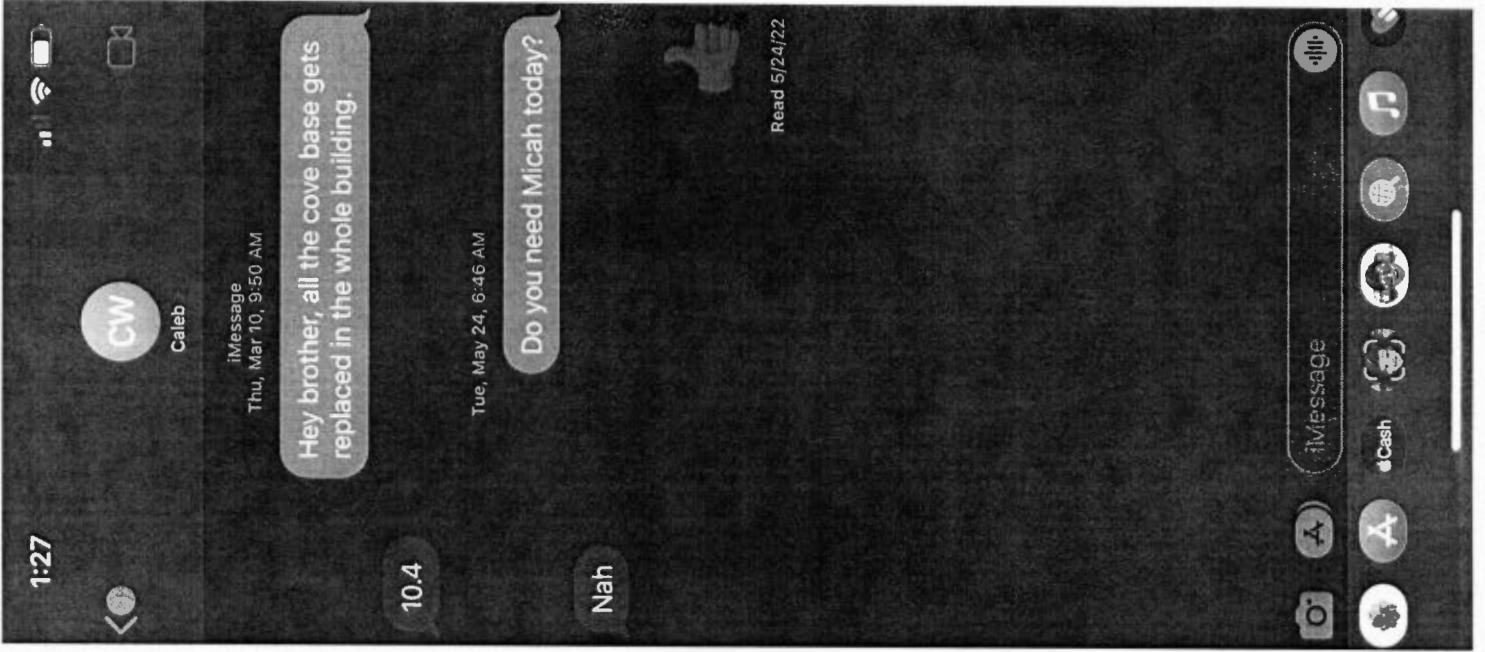
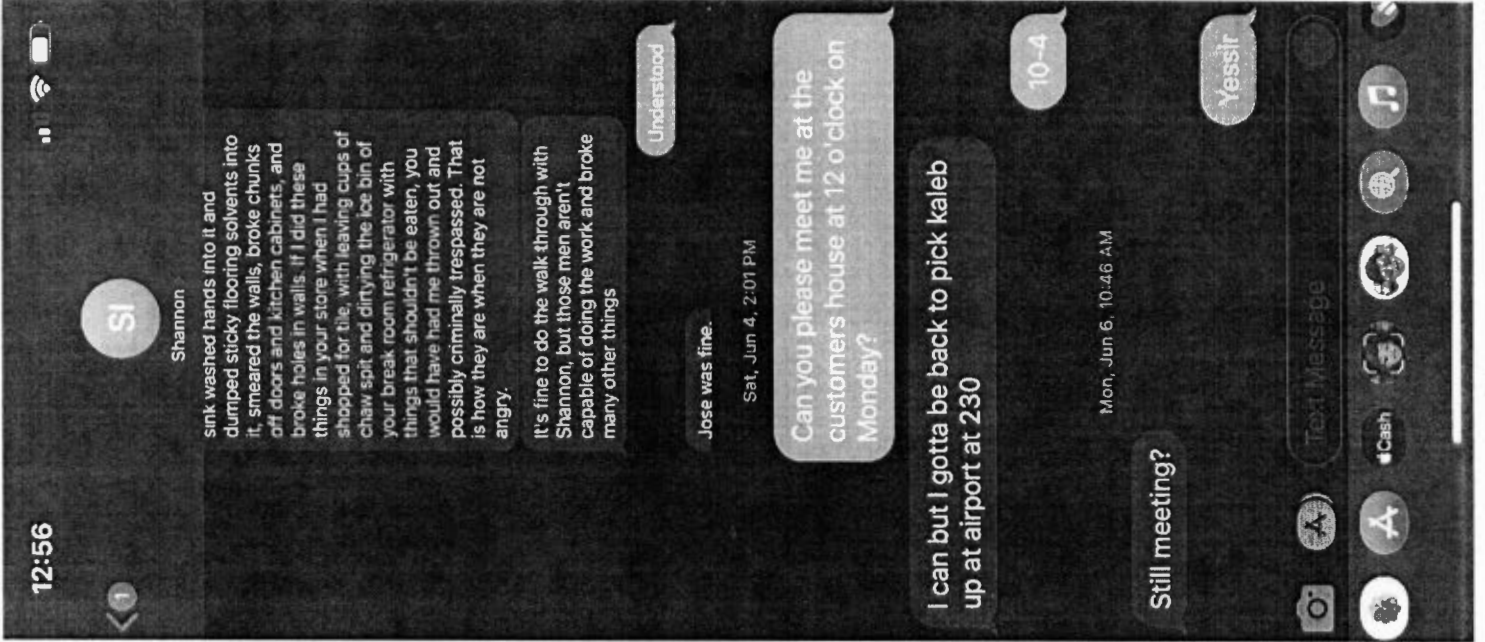
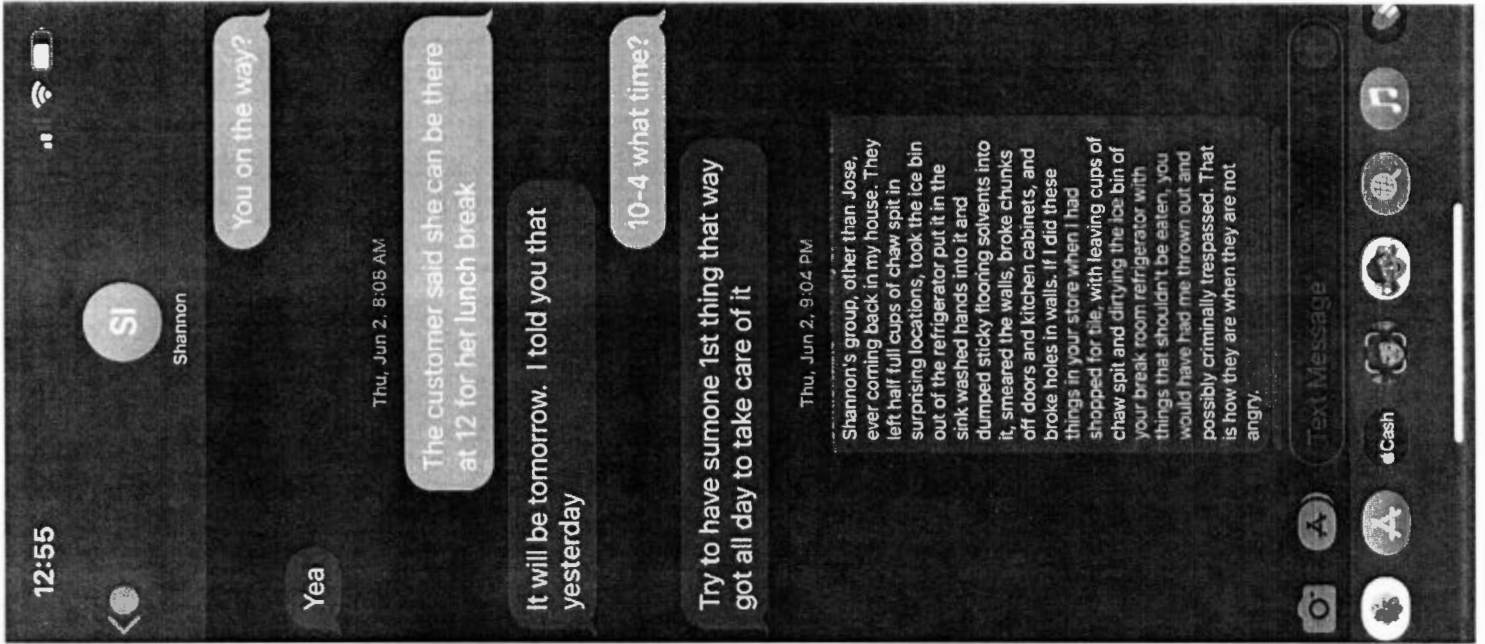
Detail

Statement Description: ECP INCLEARING CHECK

Date: 5/31/2022

Type: Debit - Check 1402





INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY GLENN-DAVIS & ASSOCIATES
18-0425-00 MKT TERR 087 912-489-3716

INSURED P3 FLOORING LLC
SEE FORM 59270

ADDRESS 440 MATHEWS RD
STATESBORO GA 30458-4145

TAILORED PROTECTION POLICY DECLARATIONS

Reissue Effective 06-18-2021

POLICY NUMBER 214618-80260222-21

Company Use 80-46-GA-2106

Company Bill	Policy Term
	12:01 a.m. to 12:01 a.m.
	06-18-2021 to 06-18-2022

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Flooring Store

Entity: Limited Liab Corp

Program: Prime Mercantile

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):

- COMMERCIAL PROPERTY COVERAGE
- MINIMUM PROPERTY PLUS PREMIUM ADJUSTMENT (CP)
- MINIMUM EQUIPMENT BREAKDOWN PREMIUM ADJUSTMENT (CP)
- COMMERCIAL GENERAL LIABILITY COVERAGE
- COMMERCIAL INLAND MARINE COVERAGE

PREMIUM



TOTAL

PAID IN FULL DISCOUNT

TOTAL POLICY PREMIUM IF PAID IN FULL

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.

Premium shown above for commercial general liability coverage is an advanced premium deposit and may be subject to audit.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):
IL0017 (11-85) 55004 (07-12) 59392 (11-20)

A 07% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):
Comm Umb(X) Comm Auto(X) WC() Life() Personal() Farm().

A merit rating plan factor of 0.95 applies.

Countersigned By: _____

Property-Owners Ins. Co.

Issued 06-24-2021

AGENCY GLENN-DAVIS & ASSOCIATES
18-0425-00 MKT TERR 087

Company POLICY NUMBER 214618-80260222-21
Bill 80-46-GA-2106

INSURED P3 FLOORING LLC

Term 06-18-2021 to 06-18-2022

54104 (07-87)

COMMERCIAL PROPERTY COVERAGE

55198 (12-10)

ENHANCED PROPERTY PLUS COVERAGE PACKAGE DECLARATION

The coverages and limits below apply separately to each location or sublocation that sustains a loss to covered property and is designated in the Commercial Property Coverage Declarations. No deductible applies to the below Property Plus Coverages.

COVERAGE	LIMIT
ACCOUNTS RECEIVABLE	\$150,000
BAILEES	\$10,000
	\$5,000 PER ITEM
BUSINESS INCOME & EXTRA EXPENSE W/RENTAL VALUE, INCLUDING NEWLY ACQUIRED LOC'S 0 HOUR WAITING PERIOD	\$100,000
DEBRIS REMOVAL	\$50,000
ELECTRONIC DATA PROCESSING EQUIPMENT	\$50,000
EMPLOYEE DISHONESTY	\$25,000
FINE ARTS, COLLECTIBLES AND MEMORABILIA	\$25,000
	\$5,000 PER ITEM
FIRE DEPARTMENT SERVICE CHARGE	\$10,000
FORGERY AND ALTERATION	\$25,000
MONEY AND SECURITIES INSIDE PREMISES	\$25,000
MONEY AND SECURITIES OUTSIDE PREMISES	\$25,000
NEWLY ACQUIRED BUSINESS PERSONAL PROPERTY	\$500,000 FOR 90 DAYS
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY	\$1,000,000 FOR 90 DAYS
ORDINANCE OR LAW	SEE COMMERCIAL PROPERTY
	DECLARATIONS
OUTDOOR PROPERTY	\$20,000
TREES, SHRUBS OR PLANTS	\$1,000 PER ITEM
RADIO OR TELEVISION ANTENNAS	\$15,000
PERSONAL EFFECTS AND PROPERTY OF OTHERS	\$25,000
POLLUTANT CLEAN UP AND REMOVAL	\$50,000
PROPERTY IN TRANSIT	\$50,000
PROPERTY OFF PREMISES	\$50,000
REFRIGERATED PRODUCTS	\$15,000
SALESPERSON'S SAMPLES	\$15,000

Property-Owners Ins. Co.

Issued 06-24-2021

AGENCY GLENN-DAVIS & ASSOCIATES
18-0425-00 MKT TERR 087

Company POLICY NUMBER 214618-80260222-21
Bill 80-46-GA-2106

INSURED P3 FLOORING LLC

Term 06-18-2021 to 06-18-2022

55198 (12-10)

ENHANCED PROPERTY PLUS COVERAGE PACKAGE DECLARATION

COVERAGE	LIMIT
UTILITY SERVICES FAILURE	\$100,000
VALUABLE PAPERS AND RECORDS ON PREMISES	\$100,000
VALUABLE PAPERS AND RECORDS OFF PREMISES	\$20,000
WATER BACK-UP FROM SEWERS OR DRAINS	\$25,000

Forms that apply to this coverage part:

64004 (12-10)	54198 (12-10)	54334 (12-10)	64020 (12-10)	54189 (12-10)
54186 (12-10)	54218 (03-13)	54217 (03-13)	54216 (03-13)	54214 (03-13)
54221 (12-10)	54220 (06-00)	54219 (12-10)	54338 (03-13)	54339 (03-13)
64010 (12-10)	64000 (12-10)			

Coverages Provided

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

WINDSTORM OR HAIL DEDUCTIBLE

IN ANY ONE OCCURRENCE OF WINDSTORM OR HAIL, THE TOTAL DEDUCTIBLE FOR ALL COVERED WINDSTORM OR HAIL LOSSES WILL BE A MINIMUM OF \$1,000. PLEASE SEE ATTACHED FORM FOR ADDITIONAL DEDUCTIBLE INFORMATION.

LOCATION 0001 - BUILDING 0001

Location: 440 Mathews Rd, Statesboro, GA 30458-4145

Occupied As: Floor Covering Store

Secured Interested Parties: None

Rating Information

Territory: 085	County: Bulloch
Program: Prime Mercantile	Construction: Non-Comb
Protection Class: 02	Class Code: 0567
Class Rate - Pers Prop: 0.391	Class Rate - Pers Prop/Others: 0.391
Class Rate - Stock/Merchandise: 0.391	

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
PERSONAL PROPERTY			\$10,000		
Causes of Loss					
Basic Group I	80%	\$1,000		0.115	
Basic Group II	80%	\$1,000		0.076	
Special	80%	\$1,000		0.093	
Theft	80%	\$1,000			

Property-Owners Ins. Co.

Issued 06-24-2021

AGENCY GLENN-DAVIS & ASSOCIATES
18-0425-00 MKT TERR 087

Company POLICY NUMBER 214618-80260222-21
Bill 80-46-GA-2106

INSURED P3 FLOORING LLC

Term 06-18-2021 to 06-18-2022

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
OPTIONAL COVERAGE					
Replacement Cost					
Inflation Guard Factor Personal Property 1.010					
Equipment Breakdown		\$1,000	See Form 54843		
Property Plus Coverage Package		None	See 55198 (12-10)		
Tier: Enhanced					
ORDINANCE OR LAW					
Coverage D-Tenant's I&B		\$1,000	\$110,000		
PERSONAL PROPERTY-OTHERS					
Causes of Loss			\$20,000		
Basic Group I	80%	\$1,000		0.104	
Basic Group II	80%	\$1,000		0.069	
Special	80%	\$1,000		0.074	
Theft	80%	\$1,000			
OPTIONAL COVERAGE					
Replacement Cost-Personal Property of Others					
Inflation Guard Factor Personal Property 1.010					
Equipment Breakdown		\$1,000	See Form 54843		
Property Plus Coverage Package		None	See 55198 (12-10)		
Tier: Enhanced					
STOCK/MERCHANDISE					
Causes of Loss			\$20,000		
Basic Group I	80%	\$1,000		0.104	
Basic Group II	80%	\$1,000		0.069	
Special	80%	\$1,000		0.074	
Theft	80%	\$1,000			
OPTIONAL COVERAGE					
Replacement Cost					
Inflation Guard Factor Personal Property 1.010					
Equipment Breakdown		\$1,000	See Form 54843		
Property Plus Coverage Package		None	See 55198 (12-10)		
Tier: Enhanced					
ORDINANCE OR LAW					
Coverage D-Tenant's I&B		\$1,000	\$110,000		
BI & EXTRA EXP					
0 Hour Waiting Period			Actual Loss Sustained 12 Months		
Causes of Loss					
Special	0%	\$0			
Theft	0%	\$0			
OPTIONAL COVERAGE					
Equipment Breakdown		\$0	See Form 54843		

Property-Owners Ins. Co.

Issued 06-24-2021

AGENCY GLENN-DAVIS & ASSOCIATES
18-0425-00 MKT TERR 087

Company POLICY NUMBER 214618-80260222-21
Bill 80-46-GA-2106

INSURED P3 FLOORING LLC

Term 06-18-2021 to 06-18-2022

Forms that apply to this building:

54833 (07-08)	IL0262 (02-15)	IL0003 (07-02)	64021 (01-20)	64085 (10-13)
64062 (05-13)	64224 (01-16)	64326 (07-19)	59321 (07-00)	59325 (12-19)
59352 (01-15)	CP0090 (07-88)	54402 (03-12)	64000 (12-10)	64010 (12-10)
54843 (07-19)	64004 (12-10)	64020 (12-10)	64014 (07-17)	59392 (11-20)

COMMERCIAL PROPERTY COVERAGE - LOCATION 0001 SUMMARY

TERRORISM - CERTIFIED ACTS SEE FORM: 59352
TERRORISM COVERAGE
A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 54833, 59392

LOCATION 0001

LOCATION 0002 - BUILDING 0001

Location: 1267 Northside Dr E, Statesboro, GA 30458-1006

Occupied As: Floor Covering Store

Secured Interested Parties: None

Rating Information

Territory: 085 County: Bulloch
Program: Prime Mercantile Construction: Masonry
Protection Class: 02 Class Code: 0567
Class Rate - Pers Prop: 0.419

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
PERSONAL PROPERTY			\$25,000		
Causes of Loss					
Basic Group I	80%	\$1,000		0.108	
Basic Group II	80%	\$1,000		0.067	
Windstorm/Hail	80%	1%			
Special	80%	\$1,000		0.069	
Theft	80%	\$1,000			
OPTIONAL COVERAGE					
Replacement Cost					
Inflation Guard Factor Personal Property 1.010					
Equipment Breakdown		\$1,000	See Form 54843		
Property Plus Coverage Package		None	See 55198 (12-10)		
Tier: Enhanced					
ORDINANCE OR LAW					
Coverage D-Tenant's I&B		\$1,000	\$110,000		

Property-Owners Ins. Co.

Issued 06-24-2021

AGENCY GLENN-DAVIS & ASSOCIATES
18-0425-00 MKT TERR 087

Company POLICY NUMBER 214618-80260222-21
Bill 80-46-GA-2106

INSURED P3 FLOORING LLC

Term 06-18-2021 to 06-18-2022

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BI & EXTRA EXP 0 Hour Waiting Period Causes of Loss Special Theft OPTIONAL COVERAGE Equipment Breakdown			Actual Loss Sustained 12 Months		
	0%	\$0			
	0%	\$0			
		\$0	See Form 54843		

Forms that apply to this building:

54833 (07-08)	IL0262 (02-15)	IL0003 (07-02)	64021 (01-20)	64085 (10-13)
64062 (05-13)	64224 (01-16)	64326 (07-19)	59321 (07-00)	59325 (12-19)
59352 (01-15)	CP0090 (07-88)	54402 (03-12)	54585 (12-10)	64000 (12-10)
64010 (12-10)	54843 (07-19)	64004 (12-10)	64020 (12-10)	64014 (07-17)
59392 (11-20)				

COMMERCIAL PROPERTY COVERAGE - LOCATION 0002 SUMMARY

TERRORISM - CERTIFIED ACTS SEE FORM: 59352

TERRORISM COVERAGE

A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 54833, 59392

LOCATION 0002

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury Each Occurrence	\$1,000,000
Voluntary Damage to Property of Others Aggregate	\$25,000
Voluntary Damage to Property of Others Occurrence	\$5,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	\$300,000 Any One Premises
Medical Payments	\$10,000 Any One Person
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	

Property-Owners Ins. Co.

Issued 06-24-2021

AGENCY GLENN-DAVIS & ASSOCIATES
18-0425-00 MKT TERR 087

Company POLICY NUMBER 214618-80260222-21
Bill 80-46-GA-2106

INSURED P3 FLOORING LLC

Term 06-18-2021 to 06-18-2022

COVERAGE	LIMITS OF INSURANCE
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Annual Audit

Forms that apply to this coverage:

55405 (07-08)	59351 (01-15)	55146 (06-04)	CG2106 (05-14)	CG2109 (06-15)
55006 (12-04)	55352 (05-17)	IL0021 (07-02)	59321 (07-00)	59325 (12-19)
CG0001 (04-13)	IL0262 (02-15)	IL0017 (11-85)	55513 (05-17)	55029 (05-17)
CG2196 (03-05)	CG2132 (05-09)	CG2147 (12-07)	55885 (05-17)	55373 (05-17)
55450 (07-15)	59392 (11-20)			

LOCATION 0001 - BUILDING 0001

Location: 440 Mathews Rd, Statesboro, GA 30458-4145

Territory: 003

County: Bulloch

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Prime Classification Floor Covering Stores	83019	Prem/Op Prod/Comp Op	Gross Sales \$1,380,000 \$1,380,000	Each 1000 .281 .105	
Prime Classification - Voluntary Damage To Property Of Others - Mercantile	83153	Prem/Op	Gross Sales \$2,004,050	Each 1000 .527	
Prime Classification Commercial General Liability Plus Endorsement Included At 6.5% Of The Premises Operations Premium	83501	Prem/Op	Prem/Op Prem Included	Included	
Additional Interests 55373 Blnkt Add'L Ins-O/L/C	49950	Prod/Comp Op	Flat Charge		

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY

TERRORISM - CERTIFIED ACTS SEE FORM: 59351
TERRORISM COVERAGE
A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 55405, 59392

LOCATION 0001

Property-Owners Ins. Co.

Issued 06-24-2021

AGENCY GLENN-DAVIS & ASSOCIATES
18-0425-00 MKT TERR 087

Company POLICY NUMBER 214618-80260222-21
Bill 80-46-GA-2106

INSURED P3 FLOORING LLC

Term 06-18-2021 to 06-18-2022

LOCATION 0002 - BUILDING 0001

Location: 1267 Northside Dr E, Statesboro, GA 30458-1006

Territory: 003 **County:** Bulloch

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Prime Classification Floor Covering Stores	83019		Gross Sales	Each 1000	[REDACTED]
		Prem/Op	\$624,050	.281	
		Prod/Comp Op	\$624,050	.105	

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0002 SUMMARY

TERRORISM - CERTIFIED ACTS SEE FORM: 59351
 TERRORISM COVERAGE
 A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 55405, 59392
 LOCATION 0002

EMPLOYMENT PRACTICES LIABILITY COVERAGE

**THIS FORM PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

THE COVERAGE OF THIS ENDORSEMENT IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE EPL COVERAGE PERIOD, INCLUDING ANY APPLICABLE EXTENDED REPORTING PERIOD, AND REPORTED TO THE INSURER.

THE AGGREGATE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS COVERAGE ENDORSEMENT SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

Retroactive Date:
 EPL Coverage Period: 06-18-2021 to 06-18-2022

COVERAGE	DEDUCTIBLE	AGGREGATE LIMIT	PREMIUM
EPL Coverage	\$5,000	\$100,000	[REDACTED]
Number of Full-Time Employees 7			[REDACTED]
Number of Part-Time Employees 4			
TERRORISM - CERTIFIED ACTS SEE FORM: 59351 TERRORISM COVERAGE A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 55405, 59392 EMPLOYMENT PRACTICES LIABILITY PREMIUM			[REDACTED]

Property-Owners Ins. Co.

Issued 06-24-2021

AGENCY GLENN-DAVIS & ASSOCIATES
18-0425-00 MKT TERR 087

Company POLICY NUMBER 214618-80260222-21
Bill 80-46-GA-2106

INSURED P3 FLOORING LLC

Term 06-18-2021 to 06-18-2022

16198 (07-87)

COMMERCIAL INLAND MARINE COVERAGE

16436 (12-06)

ENHANCED CONTRACTORS INLAND MARINE PLUS COVERAGE PACKAGE

The coverages indicated below apply anywhere in the coverage territory. The limit for each coverage is the maximum amount available regardless of the number of locations.

COVERAGE	LIMIT	DEDUCTIBLE
ACCOUNTS RECEIVABLE	\$150,000	\$500
BUILDING MATERIALS AND INSTALLATION PROPERTY	\$25,000	\$500
CONTRACTORS EQUIPMENT AND TOOLS	\$25,000 WITH A \$2,500 MAXIMUM LIMIT PER TOOL	\$500
CONTRACTORS EQUIPMENT LOSS OF EARNINGS	\$3,000 PER DAY / \$150,000 EACH LOSS	\$500
ELECTRONIC DATA PROCESSING EQUIPMENT	\$15,000 WITH A \$2,500 MAXIMUM LIMIT PER LAPTOP COMPUTER	\$500
RENTAL REIMBURSEMENT AND EXTRA EXPENSE FOR CONTRACTORS EQUIPMENT	\$500 PER DAY/\$2,500 MAXIMUM	\$500
VALUABLE PAPERS AND RECORDS - ON PREMISES	\$100,000	\$500
VALUABLE PAPERS AND RECORDS - OFF PREMISES	\$20,000	\$500

Forms that apply to this coverage package:

16431 (12-06) 16432 (08-17) 16434 (12-06) 16435 (07-11) 16636 (08-17)
16637 (08-17) 16638 (08-17)

COVERAGES PROVIDED

Insurance applies to covered property for which a limit of insurance is shown.

Forms that apply to Inland Marine:

16381 (07-08) 16080 (07-13) 16213 (03-88) 16518 (03-12) 16528 (05-13)
16218 (09-14) 59321 (07-00) 59325 (12-19) 16859 (07-19) 16431 (12-06)
16432 (08-17) 16434 (12-06) 16435 (07-11) 16636 (08-17) 16637 (08-17)
16638 (08-17) 59351 (01-15) 59392 (11-20)

LOCATION 0001 - BUILDING 0001

Location: 440 Mathews Rd, Statesboro, GA 30458-4145

Property-Owners Ins. Co.

Issued 06-24-2021

AGENCY GLENN-DAVIS & ASSOCIATES
18-0425-00 MKT TERR 087

Company POLICY NUMBER 214618-80260222-21
Bill 80-46-GA-2106

INSURED P3 FLOORING LLC

Term 06-18-2021 to 06-18-2022

Rating Information for Enhanced Contractors Inland Marine Plus Coverage Package

Territory: 016

County: Bulloch

Program: Prime Mercantile

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
Enhanced Contractors Inland Marine Plus Coverage Package					
TOTAL FOR THIS COVERAGE:					

Forms that apply to this location:

16431 (12-06) 16432 (08-17) 16434 (12-06) 16435 (07-11) 16636 (08-17)
16637 (08-17) 16638 (08-17)

COMMERCIAL INLAND MARINE COVERAGE - LOCATION 0001 SUMMARY

PREMIUM

TERRORISM - CERTIFIED ACTS SEE FORM: 59351

TERRORISM COVERAGE

A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 16381, 59392

LOCATION 0001

A single deductible applies per claim. If more than one item is involved in a claim, the single highest applicable deductible amount is used.

ENHANCED CONTRACTORS INLAND MARINE PLUS SUBTOTAL	
ENHANCED CONTRACTORS INLAND MARINE PLUS BALANCE TO MINIMUM	

NAMED INSURED SCHEDULE

P3 FLOORING LLC
DBA CONTRACTOR WHOLESALE FLOORING

MOFLO, LLC
ENTITY: LIMITED LIABILITY COMPANY

Fwd: Final Pay Request

Brian McDonald <brian@floors-outlet.com>
To: Office Floorscwf <office@floorscwf.com>

Thu, Aug 18, 2022 at 1:52 PM

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

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

From: **Wilhelmina Randtke** <randtke@gmail.com>
Date: Sat, Jun 18, 2022 at 4:51 PM
Subject: Re: Final Pay Request
To: Brian McDonald <brian@floors-outlet.com>
Cc: Edwin Alexander <edwinalexander127@gmail.com>

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_xbfeN89Az1x83n2A48JEdKlvKaCfL/view?usp=sharing (filename 2022_06_18_picsOffFloorsOutletBotchedTileInstallPics.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.

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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.

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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.

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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

From: Final Pay Request

1 message

Brian McDonald <brian@floors-outlet.com>
To: Office Floorscwf <office@floorscwf.com>

Thu, Aug 18, 2022 at 1:52 PM

Brian McDonald
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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

Brian McDonald <brian@floors-outlet.com>
To: Office Floorscwf <office@floorscwf.com>

Thu, Aug 18, 2022 at 1:53 PM

[Quoted text hidden]

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.

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-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



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

2 messages

Brian McDonald <brian@floors-outlet.com>
To: Office Floorscwf <office@floorscwf.com>

Wed, Jun 29, 2022 at 4:43 PM

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

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

From: **Brian McDonald** <brian@floors-outlet.com>
Date: Wed, Jun 29, 2022 at 12:34 PM
Subject: Re: Following up from Saturday, could you pass us the Floors Outlet license info?
To: Wilhelmina Randtke <randtke@gmail.com>

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.

Insured: P3 Flooring, LLC

Policy Number: TES4015815

**EXTENSION OF INFORMATION PAGE FOR ITEM #1
ITEM 1: NAMED INSURED and WORKPLACES**

NAMED INSURED: P3 Flooring, LLC Fein: 472978038
DBA: Contractor Wholesale Floors
WORKPLACES: Location Number 1.
440 Mathews Road
Statesboro, GA 30458

NAMED INSURED: MoFlow, LLC Fein: 842854778
DBA: Floors Outlet
WORKPLACES: Location Number 2.
1267 Northside Dr
Statesboro, GA 30458

Josh

f | outlet floors

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

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

Cell: (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

Floors Outlet Installation Contract

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

Product: Eternity Almond: 12x12, Mapei: Hickory

Areas: Kitchen, Living room, Play room, Den, Bedroom, under appliances, Foyer, laundry room, all 1st floor except bathroom 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

- 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

→ April 30 change to Mocha
Permanently
EA

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] → 4/30/22 [Signature]

Customer(s) signature: _____

[Signature]

WILHELMINA RANDTKE
7030 POTTSBURG DR
JACKSONVILLE, FL 32216
PH. 904-724-6446

April 9, 2022

Date

Pay to the Order of Floors Outlet

\$ 8,159 $\frac{72}{100}$

Eight thousand one hundred fifty nine and $\frac{72}{100}$

Dollars



Security Features
Details on
Back



Wells Fargo Bank, N.A.
Florida
wellsfargo.com

For

materials + damp payment on file for 157 floor 204 Highland Rd
[Signature]

MP

**HAPPY FLOORS**

18000 NE 5th AVE
 MIAMI, FL 33162
 Ph: (800) 432-2115 | Fax: (305) 932-9605

Remit To:
 Happy Floors
 PO Box 740463
 Atlanta, GA 30374-0-0463

Order 20001974638

Date 4/18/2022

Purchase Order Number 573042

Side Mark

Shipping Method SOUTHEASTERN

Salesperson ID 13

Due Date 4/12/2022

Created By janay.s

Estimated Delivery Date 4/20/2022

Bill To:
 FLOORS OUTLET - STATESBORO (GA)
 Brian McDonald
 1267 Northside Dr E
 Statesboro GA 30458-1006

Ship To:
 FLOORS OUTLET - STATESBORO (GA)
 Brian McDonald
 1267 Northside Dr E
 Statesboro GA 30458-1006

Item #	Site	Description	U/M	Ordered	B/O	Unit Price	Shipped	Ext Price
4762-S	WH2	ETERNITY ALMOND 12X12 12.59 SQF PER BOX	Box	106.00	0.00	\$40.67	106.00	\$4,095.84
			Sq feet	1334.54			1,334.54	\$3.07

Total Weight	4,550.78	Subtotal	\$4,095.84
		Trade Discount	\$0.00
		Energy Surcharge	\$215.55
		S&H	\$29.00
		Tax	\$0.00
		Invoice Total	\$4,340.39

PAID IN FULL

Order Terms:

Tile products are subject to standard variances and shade variations resulting from the manufacturing process. All product is deemed accepted by Buyer upon delivery. Claims for shortage, damage, or other issues must be recorded on the receiving documents and reported within 24 hours. All returns must be preapproved, are subject to a 25% restocking fee, and must arrive at Happy Floors freight prepaid. All returns must be received in original unopened packaging, in full box quantities, original condition, and suitable for resale. Examine carefully as we will accept no claim for color, shade, warpage, or caliber after the product is installed. There are no guarantees against scratching or wear of surfaces, unless a specific guarantee is presented at the time of purchase. Tile surfaces are smooth and can be slippery, particularly when wet. We will accept no responsibility for any slipping, mishap, or injury. Happy Floors will not be responsible for any delays caused by conditions beyond its control, including, but not limited to, delays in production or shipping and delays caused by force majeure. Title to the merchandise purchased remains with Happy Floors until paid in full. Thank you for choosing Happy Floors!

**HAPPY FLOORS**

18000 NE 5th AVE
 MIAMI, FL 33169-4543
 Ph: (800) 432-2115 | Fax: (305) 932-9605

Remit To:
 Happy Floors
 PO Box 740463
 Atlanta, GA 30374-0463

Invoice 02394335

Date 4/18/2022

Purchase Order Number 573042

Side Mark

Shipping Method SOUTHEASTERN

Salesperson ID 13

Due Date 5/3/2022

Estimated Delivery Date 4/20/2022

Bill To:
 FLOORS OUTLET - STATESBORO (GA)
 Brian McDonald
 1267 Northside Dr E
 Statesboro GA 30458-1006

Ship To:
 FLOORS OUTLET - STATESBORO (GA)
 Brian McDonald
 1267 Northside Dr E
 Statesboro GA 30458-1006

Item #	Site	Description	U/M	Ordered	B/O	Unit Price	Shipped	Ext Price
4762-S	WH2	ETERNITY ALMOND 12X12 12.59 SQF PER BOX	Box	106.00	0.00	\$40.67	106.00	\$4,095.84
			Sq feet	1334.54			1,334.54	\$3.07
		RC6P		12.59				
		RC6P		50.36				
		RC6P		667.27				
		RC6P		50.36				
		RC6P		553.96				

Total Weight	4,550.78	Subtotal	\$4,095.84
		Trade Discount	\$0.00
		Energy Surcharge	\$215.55
		S&H	\$29.00
		Tax	\$0.00
		Invoice Total	\$4,340.39

Order Terms:

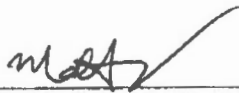
Tile products are subject to standard variances and shade variations resulting from the manufacturing process. All product is deemed accepted by Buyer upon delivery. Claims for shortage, damage, or other issues must be recorded on the receiving documents and reported within 24 hours. All returns must be preapproved, are subject to a 25% restocking fee, and must arrive at Happy Floors freight prepaid. All returns must be received in original unopened packaging, in full box quantities, original condition, and suitable for resale. Examine carefully as we will accept no claim for color, shade, warpage, or caliber after the product is installed. There are no guarantees against scratching or wear of surfaces, unless a specific guarantee is presented at the time of purchase. Tile surfaces are smooth and can be slippery, particularly when wet. We will accept no responsibility for any slipping, mishap, or injury. Happy Floors will not be responsible for any delays caused by conditions beyond its control, including, but not limited to, delays in production or shipping and delays caused by force majeure. Title to the merchandise purchased remains with Happy Floors until paid in full. Thank you for choosing Happy Floors!

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served a copy of the within and foregoing **PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS** 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 (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

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

Exhibit AJ
Traditional Specialty Contractors Policy
Statements Policies (TSC Policy)



Georgia
Secretary of State
Brad Raffensperger



[Home](#) > [The Licensing Division of the Georgia Secretary of State's Office](#) > [State Licensing Board for Residential and General Contractors](#) > Traditional Specialty Contractors Policy Statements

Traditional Specialty Contractors

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. However, nothing in Chapter 41 shall permit a specialty contractor to perform work that falls within the licensing requirements of Chapter 14 of Title 43 where such specialty contractor is not duly licensed under such chapter to perform such work. The State Licensing Board for Residential and General Contractors has been directed by January 1, 2008, to identify specialty categories and scopes of work, allowing those specialties to contract directly with an owner without being a licensed residential or general contractor.

- 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. However, such individual must ensure that he or she complies with any legal requirements (such as those found in Chapter 14 of Title 43) for his or her specialty trade.
- The State Licensing Board for Residential and General Contractor recognizes that limited service contractors can coordinate multiple specialty trades within the scope of work listed below.

TOP



Georgia
Secretary of State
Brad Raffensperger



Ordinances.

The following list is under development and subject to change. If upon review, you believe an additional category of work falls within your scope of work please submit comments or considerations in writing to: State Licensing Board for Residential and General Contractors 237 Coliseum Dr. Macon, Georgia 31217-3858

View

[O.C.G.A §§ 43-41-1 through 43-41-17 in its entirety>>](#)

- Acoustic Treatments
- Acoustical Ceilings
- Aluminum Framed and Glass Storefronts
- Athletic Equipment
- Asphalt Paving
- Automatic Doors
- Awnings
- Cabinets and Countertops
- Carpet, VCT & Base
- Casework
- Caulks & Sealants
- Ceramics & Hard Tiles
- Chutes
- Cold Formed Metal Framing
- Concrete Cast in Place
- Concrete Formwork Concrete Precast
- Concrete Tilt Up
- Cornice Work

TOP



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Demolition

- Doors, Frames & Hardware
- Drywall
- EIFS and Stucco
- Elevators
- Engineered Retaining Walls which includes:
 - Mechanically Stabilized Earth Structures
- Equipment Lifting and Transportation
- Erosion and Sedimentation Controls
- Escalators
- Fencing
- Fireproofing
- Flagpoles
- Flat Roofing
- Finish Carpentry
- Fire Equipment
- Fireplaces
- Foodservice Equipment
- Fuel System Installation
- Glazing
- Grading
- Grouting
- Gutters and Downspouts
- Insulation
- Laboratory Equipment
- Landscape and Irrigation
- Library Equipment
- Lifts





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Masonry

- Operable Partitions
- Overhead Doors
- Paint Booth Installation
- Painting and Special Coatings
- Parking Control Equipment
- Piles and Caissons
- Postal Specialties
- Pre-engineered Special Purpose Rooms & Vaults
- Pre-engineered Metal Buildings
- Recreational Equipment
- Reinforcing Steel
- Rough Carpentry
- Scaffolding Seating which includes:
 - Prefabricated seating
 - Prefabricated bleachers
 - Prefabricated press boxes
- Sheet Metal Roofing
- Shelving and Bins which includes:
 - Prefabricated mezzanines
- Shingles and Shakes
- Siding
- Signage
- Site Furnishings
- Skylights
- Sliding & Coiling Doors
- Structural Metal Framing
- Structural & Miscellaneous Steel which includes:

TOP



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★ ★ ★ ★ ★ Toilet Compartments & Accessories

- Visual Display Boards
- Wall Finishes
- Window Treatments
- Windows
- Wood Flooring

Revised 03/06/20

Contact

EMAIL

SEND EMAIL





Georgia
Secretary of State
Brad Raffensperger



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Raffensperger**

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**214 State Capitol
Atlanta, Georgia 30334**

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Exhibit AK
Limited Service Specialty Contractors
Policy Statements (LSSC Policy)



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[Home](#) > [The Licensing Division of the Georgia Secretary of State's Office](#) > [State Licensing Board for Residential and General Contractors](#) > Limited Service Specialty Contractors Policy Statements

Limited Service Specialty Contractors

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. However, nothing in Chapter 41 shall permit a specialty contractor to perform work that falls within the licensing requirements of Chapter 14 of Title 43 where such specialty contractor is not duly licensed under such chapter to perform such work.

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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. However, such individual must ensure that he or she complies with any legal requirements (such as those found in Chapter 14 of Title 43) for his or her specialty trade.

The State Licensing Board for Residential and General Contractors recognizes that limited service  can coordinate multiple specialty trades within the scopes of work listed below.



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Grainances.

The following list is under development and subject to change. If upon review, you believe an additional category of work falls within your scope of work please submit comments or considerations in writing to: State Licensing Board for Residential and General Contractors 237 Coliseum Dr. Macon, Georgia 31217-3858

View [O.C.G.A §§ 43-41-1 through 43-41-17 in its entirety>>](#)



Policy Statements

Revised 01/31/12

Above Ground Storage Tanks/Silos

Boilers

Bridge Construction

Cell Towers

Concrete Vaults





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Cooling Tower

Drywall, Insulation, Studs & Acoustical

EIFS and Stucco

Environmental Remediation

Finish Carpentry

Greenhouses

Industrial Specialty Work

Industrial Tanks

Internal Floating Covers and Aluminum Geodesic
Domes

Kitchen and Bath Designers/Installers

Landfills





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Manufactured Units for Temporary Use and/or Classroom Trailers

Masonry

Outdoor Environment (pools)

Parks and Recreation

Pre-Manufactured Structures

Racking Systems

Railroad Related Construction

Refrigeration (not free standing)

Remediation

Re-Roofing of Existing Structures

Rough Carpentry





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Siding and Cornice Work

Signage Contractor

Sitework

Streetscapes

Substations

Synthetic Sports Turfs

Tennis Court

Turf, Track and Field



Contact



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[SEND EMAIL](#)

**Office of Brad
Raffensperger**

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**214 State Capitol
Atlanta, Georgia 30334**

Contact Us

**© 2023 Georgia
Secretary of State**



Exhibit AL
Claim of Lien

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

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

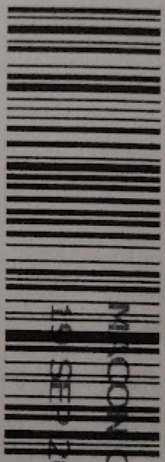

Ashley Wall
Paralegal to Christopher R. Gohagan

P: (912) 764-9055
F: (912) 764-8687
E: awall@statesborolawgroup.com

Enclosures/aw

LAW OFFICES
TALBEE, RUSHING, SNIPES,
MARSH & HODGIN, LLC
P O BOX 327
STATESBORO, GEORGIA 30459

VERIFIED MAIL



7021 0350 0000 6836 9341

Macon GA 310
19 SEP 2022 PM 2 L

FIRST-CLASS



ZIP 30458
02 7H
0006007399



\$ 007.820
SEP 19 2022

Edwin J. Alexander
Wilhelmina Randle
204 Highland Road
Statesboro, GA 30458

30458-078504

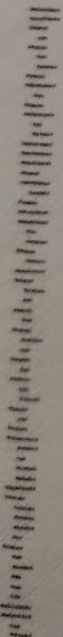
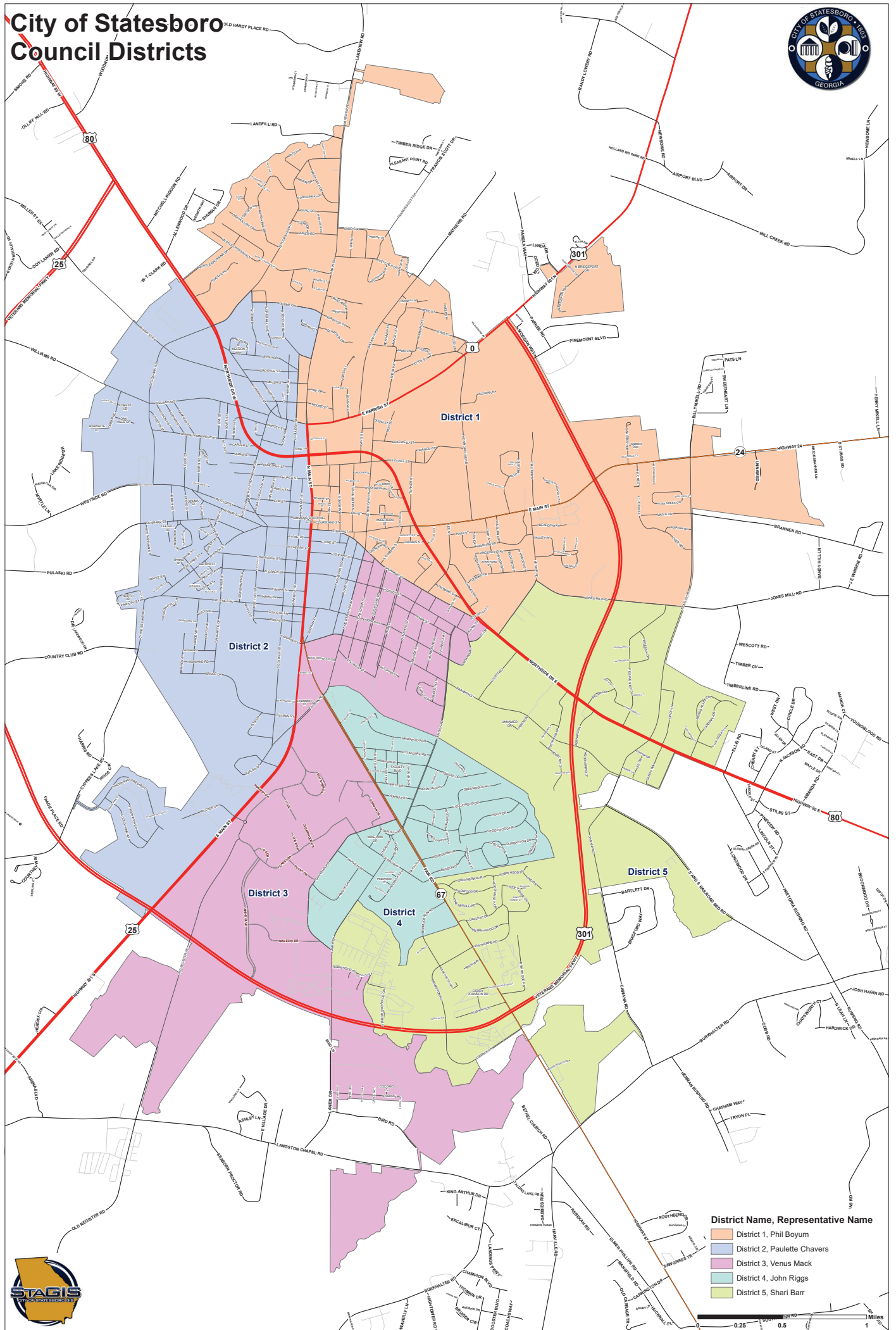


Exhibit AM
Plat map of Statesboro

1267 Northside Drive East is located just to the East of the intersection of E. Main St. and Northside Drive East on the map in District 1.

204 Highland Rd. is located fully in District 2.

City of Statesboro Council Districts



District Name, Representative Name

- District 1, Phil Boyum
- District 2, Paulette Chavers
- District 3, Venus Mack
- District 4, John Riggs
- District 5, Shari Barr



Exhibit AN

Bill and client packet from Chris Gohagan, August 23, 2022

000000000000000000000000

2858 15-9-2010
DANIELLE KRISHING, SNIPES,
MARSH & EDGEMAN, LLC
1110 HICKS RD
STATESBORO, GEORGIA 30460

TO:

Wilhelmina Randtke
c/o Prince Preston
204 Highland Ed.
Statesboro, GA 30458

PostNet



USPS 1.06
FIRST CLASS PERMIT NO. 5838 STATESBORO, GA
AUG 22 2012 02.18

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,

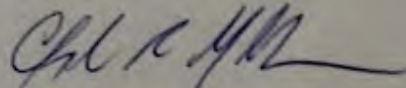
Thank you for considering Taulbee, Rushing, Snipes, Marsh & Hodgin, LLC, in connection with the above referenced lawsuit. This letter confirms that Taulbee, Rushing, Snipes Marsh & Hodgin, LLC, is not undertaking representation in the above-referenced matter.

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!

Wilhelmina Randtke
204 Highland Rd
Statesboro, GA 30458

Randy Childs
73 S. College Street
Statesboro, GA 30458, USA

NOTICE OF LAWSUIT AND REQUEST FOR WAIVER OF SERVICE OF SUMMONS

TO: Randy Childs as owning partner of Floors Outlet.

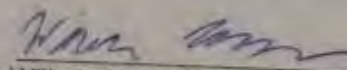
A lawsuit has been commenced against you. A copy of the complaint is attached to this notice. The complaint has been filed in the Magistrate Court of Bulloch County for the State of Georgia and is a counterclaim in 2022-11739CS.

This is not a formal summons or notification from the court, but rather my request pursuant to Code Section 9-11-4 of the Official Code of Georgia Annotated that you sign and return the enclosed Waiver of Service in order to save the cost of serving you with a judicial summons and an additional copy of the complaint. The cost of service will be avoided if I receive a signed copy of the waiver within 30 days (or 60 days if located outside any judicial district of the United States) after the date designated below as the date on which this Notice of Lawsuit and Request for Waiver of Service of Summons is sent. I enclose a stamped and addressed envelope (or other means of cost-free return) for your use. An extra copy of the Waiver of Service is also attached for your records. **YOU ARE ENTITLED TO CONSULT WITH YOUR ATTORNEY REGARDING THIS MATTER.**

If you comply with this request and return the signed Waiver of Service, the waiver will be filed with the court and no summons will be served on you. The action will then proceed as if you had been served on the date the waiver is filed except that you will not be obligated to answer or otherwise respond to the complaint within 60 days from the date designated below as the date on which this notice is sent (or within 90 days from that date if your address is not in any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will take appropriate steps to effect formal service in a manner authorized by the Georgia Rules of Civil Procedure and then, to the extent authorized by those rules, I will ask the court to require you to pay the full cost of such service. In that connection, please read the statement concerning the duty of parties to avoid unnecessary costs of service of summons, which is set forth on the Notice of Duty to Avoid Unnecessary Costs of Service of Summons enclosed herein.

I affirm that this Notice of Lawsuit and Request for Waiver of Service of Summons is being sent to you on behalf of the Plaintiff on this 11th day of August 2022.



Wilhelmina Randtke

WAIVER OF SERVICE OF SUMMONS

To: Wilhelmina Randtke and Edwin Alexander

I acknowledge receipt of your request that I waive service of a summons in the action of MO FLO LLC 1267 NORTHSIDE DRIVE EAST STATESBORO, GA 30458 DBA: FLOORS OUTLET VS WILHELMINA ALEXANDER 204 HIGHLAND RD STATESBORO, GA 30458, which is case number 2022-11739CS in the Magistrate Court of Bulloch County of the State of Georgia. I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me. I understand that I am entitled to consult with my own attorney regarding the consequences of my signing this waiver.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by the Georgia Rules of Civil Procedure.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the entity on whose behalf I am acting) if an answer is not served upon you within 60 days after the date this waiver was sent, or within 90 days after that date if the request for the waiver was sent outside the United States.

This _____ day of _____, _____.

(Signed)

Randy Childs

NOTICE OF DUTY TO AVOID UNNECESSARY COSTS OF SERVICE OF SUMMONS

Subsection (d) of Code Section 9-11-4 of the Official Code of Georgia Annotated requires certain parties to cooperate in saving unnecessary costs of service of the summons and the pleading. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of a summons, fails to do so will be required to bear the cost of such service unless good cause be shown for such defendant's failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must, within the time specified on the waiver form, serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and also must file a signed copy of the response with the court. If the answer is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

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:

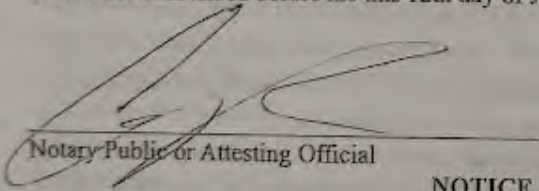
Floors outlet was contracted by above mentioned defendants to install tile at their home. Defendant refuses to allow us to finish job and has stopped communication. Floors outlet has not been paid for work performed

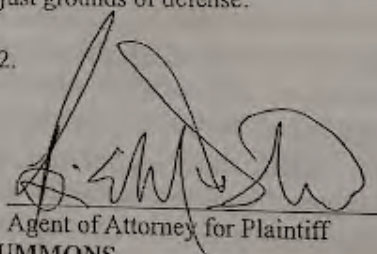
Claim Amount is \$8,159.72 plus \$0.00 interest, \$0.00 attorney's fees, \$0.00 late fees, \$0.00 as miscellaneous fees, \$110.00 costs to date, and all future costs. Total = \$8,269.72

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

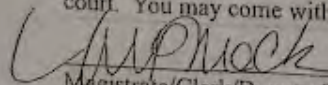
NOTICE AND SUMMONS

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

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

Randy Childs
73 S. College Street
Statesboro, GA 30458

Wilhelmina Randle
204 Highland Rd
Statesboro, GA 30458



Wilhelmina Ranshke
204 Highland Rd.
Statesboro, GA 30458

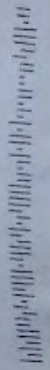
Please give
to Chris
Cohagan

Send
back

US POSTAGE  **\$ 005.92⁰**
ZIP 30458
53 74
0001287153 AUG 11 2022
FIRST-CLASS

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT BOTTOM
CERTIFIED MAIL

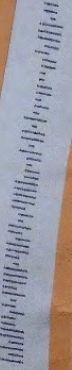
0 1610 0000 5368 1682



Wilhelmina Rantke
204 Highland Rd.
Statesboro, GA 30458

Randy Childs
73 S. College St.
Statesboro, GA 30458

Send
back



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.

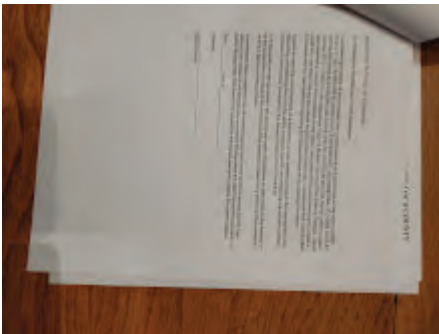
I phone called today, and got your receptionist who I gave this same info to and she did not take my name or contact info, and said to email you. I think she spoke to you while I was on the phone with her, so maybe you remember.

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.

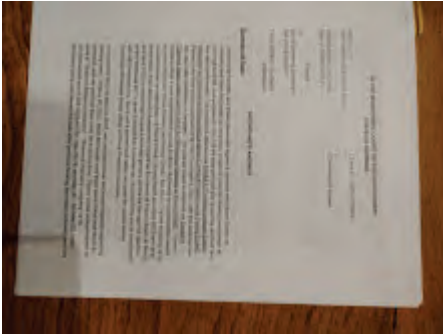
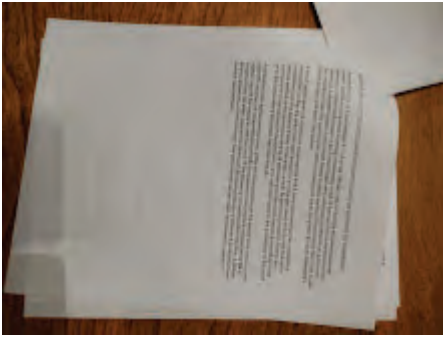
Don't send me another bill, because I have never consulted with you. I am the opposing party and you are conflicted out for me, so we have no business at this time.

-Wilhelmina Randtke
850-345-6123

6 attachments

IMG_20220830_194946256.jpg
3856K

IMG_20220830_194953921.jpg
4670K



IMG_20220830_195008055.jpg
4197K



IMG_20220830_195042747.jpg
3803K



IMG_20220830_195001974.jpg
4211K



IMG_20220830_195020413.jpg
4407K

Exhibit AO
PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS
TO DEFENDANTS' FIRST INTERROGATORIES
October 28, 2022

IN THE STATE COURT OF BULLOCH COUNTY
STATE OF GEORGIA

MO FLO, LLC dba FLOORS OUTLET,

Plaintiff,

v.

WILHELMINA ALEXANDER and EDWIN
ALEXANDER,

Defendants.

CIVIL ACTION FILE
NO. STCV2022000202

**PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS'
FIRST INTERROGATORIES**

COMES NOW Mo Flo, LLC, and hereby serves its responses and objections to Defendants' First Interrogatories as follows:

1.

What is the factual basis for the allegations set forth in the July 12, 2022 Statement of Claim?

RESPONSE:

Defendants entered into a contract with Mo Flo, LLC on April 9, 2022, for the purchase and installation of tile at the Defendants' residence, 204 Highland Rd. Defendants agreed to pay half of the total price upfront and the remaining balance after the tile was installed. Each installment was in the amount of \$8,159.72. Defendants paid the first installment, but never provided Mo Flo, LLC with the second installment despite Mo Flo, LLC's subcontractors installing the tile at the residence. To recover the second installment and costs to date in the amount of \$110.00, Mo Flo, LLC filed its Statement of Claim for \$8,269.72 in the Magistrate Court of Bulloch County on July 12, 2022.

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)?

RESPONSE:

Mo Flo, LLC filed a Claim of Lien on the property located at 204 Highland Road in the amount of \$8,869.72 plus accrued interest. This lien was claimed for the purpose of recovering funds never paid for the labor, material, and services furnished to improve the property located at 204 Highland Road.

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.

RESPONSE:

Mo Flo, LLC objects to Defendants' Interrogatory No. 3 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objections, Brian McDonald signed the contract as an authorized representative of Mo Flo, LLC. Mo Flo, LLC was operating as a "traditional specialty contractor" pursuant to O.C.G.A. § 43-41-17.

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.

RESPONSE:

Mo Flo, LLC has yet to designate any expert witnesses to testify at trial, but Mo Flo, LLC will supplement this response as soon as any such designation is made.

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.

RESPONSE:

Mo Flo, LLC has yet to designate any expert witnesses to testify at trial, but Mo Flo, LLC will supplement this response as soon as any such designation is made.

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.

RESPONSE:

Mo Flo, LLC objects to Defendants' Interrogatory No. 6 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objections, Mo Flo, LLC hired a subcontractor to work on the jobsite and lacks the personal knowledge to provide names and dates of all workers who visited 204 Highland Rd. To the best of Mo Flo, LLC's knowledge, Caleb Warren and Shannon Warren worked at 204 Highland Rd. from about May 23, 2022 through May 28, 2022. Jose Gonzalez worked on the property towards the end of the installation. Brian McDonald visited the residence to look at the tile installation on May 23, 2022 and again around June 1, 2022.

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.

RESPONSE:

Mo Flo, LLC objects to Defendants' Interrogatory No. 7 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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.

RESPONSE:

Mo Flo, LLC objects to Defendants' Interrogatory No. 8 as vague, ambiguous, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.


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.

RESPONSE:

Mo Flo, LLC objects to Defendants' Interrogatory No. 9 to the extent it seeks information protected by the attorney-client privilege, work product doctrine, and/or other Georgia law.

This 26th 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 dba FLOORS OUTLET,

Plaintiff,

v.

WILHELMINA ALEXANDER and EDWIN
ALEXANDER,

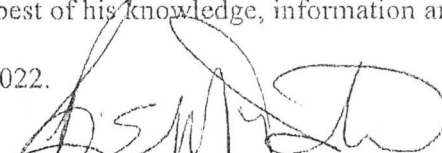
Defendants.

CIVIL ACTION FILE
NO. STCV2022000202

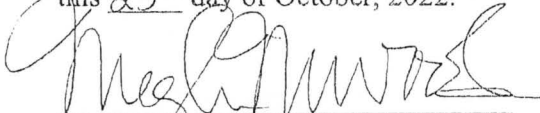
VERIFICATION

Personally appeared before the undersigned attesting officer, Mo Flo, LLC, by and through Brian McDonald, its authorized representative, who upon his oath verifies that the facts alleged in the foregoing Plaintiff Mo Flo, LLC's Responses to Defendants' First Set of Interrogatories are true and correct to the best of his knowledge, information and belief.

This 25th day of October, 2022.


BRIAN MCDONALD
Authorized Representative for Mo Flo, LLC

Sworn to and subscribed before me
this 25th day of October, 2022.


Notary Public

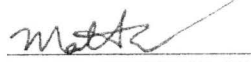
Meghan M. Woods
NOTARY PUBLIC
Bulloch County
State of Georgia
My Comm. Expires March 21, 2026

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served a copy of the within and foregoing **PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST INTERROGATORIES** 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 21st 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 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 ~~26~~ ²⁸ 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
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