

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

  
 Heather Banks McNeal, Clerk  
 Bulloch County, Georgia

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

**CIVIL ACTION FILE**  
**NO. STCV2022000202**

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

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

**Jurisdiction and Venue**

1.

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

2.

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

3.

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

4.

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

#### **General Allegations**

5.

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

6.

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

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

7.

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

8.

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

**COUNT I – INDEMNITY FOR NEGLIGENT CONTRUCTION**

9.

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

10.

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

11.

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

12.

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

13.

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

14.

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

**COUNT II – CONTRIBUTION FOR NEGLIGENT CONTRUCTION**

15.

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

16.

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

17.

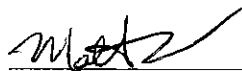
S&T Floor Covering, LLC is liable to Mo Flo, LLC as a Third-Party Defendant for purposes of contribution for any damages incurred by Mo Flo, LLC arising from this action due

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

WHEREFORE, Mo Flo, LLC prays for the following:

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

Respectfully submitted this 20<sup>th</sup> day of October, 2022.



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

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

IN THE MAGISTRATE COURT OF BULLOCH COUNTY  
STATE OF GEORGIA

MO FLO LLC  
1267 NORTHSIDE DRIVE EAST  
  
STATESBORO, GA 30458  
DBA: FLOORS OUTLET

) Case # : 2022-11739CS  
)  
)  
) Statement Of Claim

VS  
Plaintiff(s)  
WILHELMINA ALEXANDER  
204 HIGHLAND RD

EDWIN ALEXANDER  
204 HIGHLAND RD

STATESBORO, GA 30458  
Defendant(s)

STATESBORO, GA 30458

COPY

STATEMENT OF CLAIM

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

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

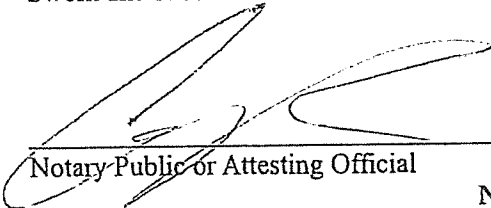
Floors outlet was contracted by above mentioned defendants to install tile at their home. Defendant refuses to allow us to finish job and has stopped communication. Floors outlet has not been paid for work performed

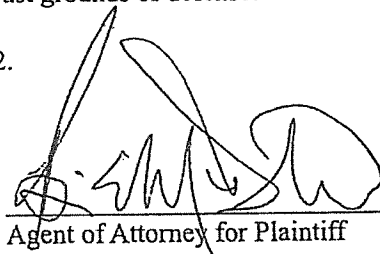
Claim Amount is \$8,159.72 plus \$0.00 interest, \$0.00 attorney's fees, \$0.00 late fees, \$0.00 as miscellaneous fees, \$110.00 costs to date, and all future costs. Total = \$8,269.72

STATE OF GEORGIA, COUNTY OF BULLOCH

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

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

  
\_\_\_\_\_  
Notary Public or Attesting Official

  
\_\_\_\_\_  
Agent of Attorney for Plaintiff

NOTICE AND SUMMONS

TO : WILHELMINA ALEXANDER and EDWIN ALEXANDER

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

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

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

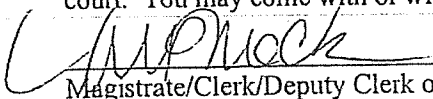
  
\_\_\_\_\_  
Magistrate/Clerk/Deputy Clerk of Bulloch County

EXHIBIT A

SEP 26, 2022 08:33 PM

IN THE STATE COURT OF BULLOCH COUNTY, STATE OF GEORGIA

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

VS

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

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


  
Heather Banks McNeal, Clerk  
Bulloch County, Georgia

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

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

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

This day of September 26, 2022.



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



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

EXHIBIT B

CERTIFICATE OF SERVICE

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

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

Brian McDonald  
208 Spotted Fawn RD N  
Statesboro, GA 30458

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

Signed September 26, 2022



Wilhelmina Randtke  
204 Highland Rd  
Statesboro, GA 30458



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

MO FLO LLC  
1267 NORTHSIDE DRIVE EAST  
  
STATESBORO, GA 30458  
DBA: FLOORS OUTLET

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

Plaintiff

VS  
WILHELMINA ALEXANDER  
204 HIGHLAND RD

STATESBORO, GA 30458  
Defendants

**DEFENDANTS' ANSWER**

**Summary of Facts**

1. Wilhelmina Randtke and Edwin Alexander signed a contract with Floors Outlet as company and Brian McDonald as contractor on April 9, 2022 for flooring installation at 204 Highland Rd. and supplies for \$16,716.44 total with half due at signing and half due two days after install. The contract is attached as Exhibit A "Contract between Edwin Alexander as customer and Brian McDonald as Contractor using name Floors Outlet". Floors Outlet took a down payment of \$8,159.72 on April 9, 2022, with the balance due two days after installation is complete. The cashed check is attached as Exhibit B "Cashed check written April 9, 2022 by Wilhelmina Randtke to Floors Outlet". Floors Outlet is either a sole proprietorship owned by Brian McDonald or a partnership owned by Brian McDonald, Prince Preston, and Randy Childs. Mo Flo LLC is not involved, or is a subcontractor or materialman of Floors Outlet. During March and April 2022 and at all times since, Brian McDonald represented himself as the owner of Floors Outlet. In March and April 2022 he stated that he was a licensed general contractor through his "partner at 440 Matthews Rd." Lamar Construction is license no. RLCO001318 and is associated with 440 Matthews Rd., but is not a partner and rather occupied the space before Contractor Wholesale Floors which is Prince Preston's business.
2. From April 9, 2022 to May 20, 2022, we contacted Brian McDonald regularly regarding starting work. On May 20, 2022, Brian McDonald said that Floors Outlet was ready to schedule, and we said that they could be in at any time. Floors Outlet subcontracted all work to "Shannon Warren's company". "Shannon Warren's company" or its subcontractors was in 204 Highland Rd. May 23-28, and May 31. On May 23, Brian McDonald came and viewed the slab after previous flooring had been removed, and told

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. General and residential contractors are required to be licensed in Georgia. A limited exemption for specialty contractors is allowed provided that they meet requirements set by the State Licensing Board for Residential and General Contractors. The board requires that someone follow all applicable laws in order to come under the specialty contractor exemption. OCGA 43-41-17(f) available at [https://sos.ga.gov/sites/default/files/2022-02/49\\_residential\\_and\\_general\\_contractors\\_43-41.pdf](https://sos.ga.gov/sites/default/files/2022-02/49_residential_and_general_contractors_43-41.pdf) states, "The board shall by rule or policy by January 1, 2008, identify specialty contractors or other criteria to determine eligibility under the exemption of this subsection." The board's specialty contractor policy is posted to <https://sos.ga.gov/page/traditional-specialty-contractors-policy-statements> and states, "Traditional specialty contractors will not be required to carry a residential or general contractor license but **will be required to comply with all applicable national, state, and local codes and ordinances.**"
23. Because Floors Outlet was operating illegally at the time of entering into the contract, the contract is unenforceable. OCGA 43-41-17(b) available at [https://sos.ga.gov/sites/default/files/2022-02/49\\_residential\\_and\\_general\\_contractors\\_43-41.pdf](https://sos.ga.gov/sites/default/files/2022-02/49_residential_and_general_contractors_43-41.pdf) states, "As a matter of public policy, any contract entered into on or after July 1, 2008, for the performance of work for which a residential contractor or general contractor license is required by this chapter and not otherwise exempted under this chapter and which is between an owner and a contractor who does not have a valid and current license required for such work in accordance with this chapter shall be unenforceable in law or in equity by the unlicensed contractor."
24. Additionally, OCGA 43-41-1 available at [https://sos.ga.gov/sites/default/files/2022-02/49\\_residential\\_and\\_general\\_contractors\\_43-41.pdf](https://sos.ga.gov/sites/default/files/2022-02/49_residential_and_general_contractors_43-41.pdf) states, "The practice of residential and general contracting is declared to be a business or profession affecting the public interest and this chapter shall be liberally construed so as to accomplish the intent and purposes stated in this Code section."



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

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

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

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

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

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

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

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

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

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

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

32. OCGA 43-41-2(9) available at [https://www.sos.ga.gov/sites/default/files/2022-02/49\\_residential\\_and\\_general\\_contractors\\_43-41.pdf](https://www.sos.ga.gov/sites/default/files/2022-02/49_residential_and_general_contractors_43-41.pdf) defines residential contractor: ""Residential contractor" means any contractor who may contract for, undertake to perform, submit a bid or a proposal or otherwise offer to perform, and perform any activity or work as a contractor requiring licensure under this chapter for a fixed price, commission, fee, wage, or other compensation or who undertakes any activity or work on his or her own behalf or for any person or business organization that is not licensed as a licensed residential contractor pursuant to this chapter where such activity or work falls into the category of residential-basic contractor or residential-light commercial contractor as defined in this Code section and where the total value of the work or activity or of the compensation to be received by the contractor for such activity or work, whichever is the higher, exceeds \$2,500.00."
33. OCGA 43-41-2(12) available at [https://www.sos.ga.gov/sites/default/files/2022-02/49\\_residential\\_and\\_general\\_contractors\\_43-41.pdf](https://www.sos.ga.gov/sites/default/files/2022-02/49_residential_and_general_contractors_43-41.pdf) defines specialty contractor as ""Specialty contractor" means a contractor whose scope of work and responsibility is of limited scope dealing with only a specific trade and directly related and ancillary work and whose performance is limited to such specialty construction work requiring special skill and requiring specialized building trades or crafts, including, but not limited to, such activities, work, or services requiring licensure under Chapter 14 of this title."
34. OCGA 43-41-17(f) available at [https://www.sos.ga.gov/sites/default/files/2022-02/49\\_residential\\_and\\_general\\_contractors\\_43-41.pdf](https://www.sos.ga.gov/sites/default/files/2022-02/49_residential_and_general_contractors_43-41.pdf) states, "The board shall by rule or policy by January 1, 2008, identify specialty contractors or other criteria to determine eligibility under the exemption of this subsection."
35. The board did not do rulemaking, so there is no Georgia Administrative Code. Instead the board has defined specialty contractors through a "Traditional Specialty Contractors Policy Statements" policy page posted at <https://www.sos.ga.gov/page/traditional-specialty-contractors-policy-statements> .
36. This policy allows specialty contractors to work for an owner or a general or residential contractor. It does not allow specialty contractors to subcontract out work. Because of this, the limited exemption for residential contracting under \$2,500 is the only exemption that allows a specialty contractor to subcontract to another specialty contractor. Amounts over \$2,500 must be contracted directly to an owner or under the management of a licensed general or residential contractor.

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

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

Total \$8,555.50

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

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

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

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

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

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

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

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

50. OGCA 43-41-1 available at [https://www.sos.ga.gov/sites/default/files/2022-02/49\\_residential\\_and\\_general\\_contractors\\_43-41.pdf](https://www.sos.ga.gov/sites/default/files/2022-02/49_residential_and_general_contractors_43-41.pdf) states that the licensing requirements "shall be liberally construed so as to accomplish the intent and purposes stated in this Code section". When a licensing requirement is for consumer protection, rather than to raise fees for the state, the licensing requirement should be liberally construed.
51. By subcontracting over \$2,500, Floors Outlet was required to have a residential or general contractors license. Georgia law does not give any licensing exemption for a specialty contractor to subcontract to another specialty contractor. A specialty contractor can legally only contract directly to an owner or can contract to and under supervision of a licensed residential or general contractor. And only amounts under \$2,500 are exempt from residential contract license requirements. Floors Outlet is not under any exemption from the licensing requirements.
52. The situation we are in is a consumer protection issue. Floors Outlet and owner/partner Brian McDonald misrepresented their skill, subcontracted all labor to an unvetted subcontractor, botched the install and in the process ruined thousands of dollars of material, damaged the walls, cabinets and doors, and did extensive damage to the property beyond the botched flooring install. Brian McDonald and Prince Preston then

concealed insurance information, including telling their general liability insurance company that Wilhelmina Randtke did not have any contract with Floors Outlet and instructing their general liability insurance company not to provide any certificate of coverage. When we attempted to verify coverage, insurance agent Sean Davis wrote us, "Our insured denies any claimable event or liability and that they could be entering into legal proceedings against you ." This indicates that he spoke with Floors Outlet and Floors Outlet told the insurance company that they did not have any contract to do installation services in our house (ie. claimable event). Exhibit S is the email from the insurance agent. This is exactly the kind of situation that licensing is supposed to prevent. Licensing is for consumer protection, and exemptions are supposed to be interpreted in light of consumer protections. OCGA 43-41-1. Licensed contractors are required to carry insurance. OCGA 43-41-6(e) available at [https://www.sos.ga.gov/sites/default/files/2022-02/49\\_residential\\_and\\_general\\_contractors\\_43-41.pdf](https://www.sos.ga.gov/sites/default/files/2022-02/49_residential_and_general_contractors_43-41.pdf) . Meanwhile, Floors Outlet concealed insurance by telling the insurance company that they did not have any contract with us, in order to prevent us verifying insurance. To this date, we have never been given any insurance policy information listing Floors Outlet as insured.

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

53. When we signed the contract on April 9, 2022, Brian McDonald stated that the second half of the money was due 2 days after a completed install. At all times prior to June 6, 2022, Floors Outlet and Brian McDonald stated that half the money was due up front and half was due 2 days after the completed install. Starting June 7, 2022, Brian McDonald has consistently said that the work will not be provided and attempted to collect money as if the contract were completed.

54. Floors Outlet did not complete the work, and repeatedly said they would not complete the work. Floors Outlet subcontracted all labor to "Shannon Warren's Company". According to the invoice and contract this was approximately \$8,555.50 of work. Floors Outlet paid "Shannon Warren's Company" before the work was completed, and the subcontractor abandoned the job. Brian McDonald has repeatedly told us that on May 27, he delivered a single check for all labor services to "Shannon Warren's Company", although he has never shown proof of this, has never shown us the subcontract, and has never said in writing that he paid this. On May 27, 2022, at the time Brian McDonald says he paid the subcontractor tile was only partially installed, and vinyl flooring had not yet been removed from one of the rooms in 204 Highland Rd. On May 27, 2022, Brian McDonald came to view 204 Highland Rd. and this resulted in an argument about workmanship in which Caleb Warren yelled at Brian McDonald that 204 Highland Rd. was the "most goddamned crooked house I've seen in my life" and the slab was the "most goddamned crooked slab I've seen in my life". Brian McDonald wrote the check

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Excessive Lippage Exceeds Industry Standards and is Unworkmanlike.

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

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

Holes in the grout is below industry standards and unworkmanlike.

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

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

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

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

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

Inconsistent grout color is below industry standards and unworkmanlike.

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

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

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

Brian McDonald as a party.

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

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



Prince Preston as a party.

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

Randy Childs as a party.

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

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

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

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

Counterclaim for court costs and attorney's fees.

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

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

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

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

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

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

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

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

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

**Counterclaim of \$750 to repaint kitchen cabinets.**

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

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

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

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

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

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

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

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

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

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

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

128. We are suing for:

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

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

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

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

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

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

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

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

Signed,

*Wilhelmina Randtke*  
 Wilhelmina Randtke

*Edwin Alexander*  
 Edwin Alexander

State of Georgia  
 County of Bulloch

State of Georgia  
 County of Bulloch

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

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

Personally Known  
 Produced Identification

Personally Known  
 Produced Identification


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

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

*Shonda L Wilkerson*  
 (Signature of Notary)

*Shonda L Wilkerson*  
 (Signature of Notary)

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



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




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



# Floors Outlet Installation Contract

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

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

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

**1. Description of Services.** Contractor shall provide all labor and materials, and perform all work necessary for the completion of flooring services specified in this contract. Contractor hereby agrees to provide all services found below, ~~including~~

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

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

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

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

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

Contractor signature: [Signature]

Customer(s) signature: [Signature]

# f | outlet floors

**Customer:** Edwin & Mina **Email:** [edwinmendez117@gmail.com](mailto:edwinmendez117@gmail.com)

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

**Cell:** (850) 345-0123

**Measure for:** Eternity Almond 12x12, Grout: Hickory

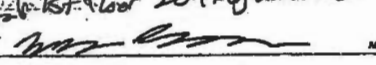
	Unit		\$ Per Unit	Price
<b>Material:</b>				
Tile	1,335	sq. ft	\$ 4.69	\$ 6,261.15
Quarter Round	432	ln. ft.	\$ 0.49	\$ 211.68
Thinset (Mortar)	15	bags	\$ 38.97	\$ 584.55
Grout (Hickory)	14	bags	\$ 25.99	\$ 363.86
<b>Install:</b>				
Tile	1,335	sq. ft	\$ 5.00	\$ 6,675.00
Quarter Round	432	ln. ft.	\$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

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

*Remaining Balance: \$8,159.72*

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

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

WILHELMINA RANDTKE 7030 POTTSBURG DR JACKSONVILLE, FL 32216 PH: 904-724-6446		1334 63-751/631 10588 1000942407238
		April 9, 2022 <small>Date</small>
Pay to the Order of	Floors Outlet	\$ 8,159 <sup>72</sup> / <sub>100</sub>
Eight thousand one hundred fifty nine and <sup>72</sup> / <sub>100</sub>		Dollars
For	materials + damp proof on file photo 1st floor 204 Highland Rd 	
0631075133		01334
041122 2832 0670492 <061100606>SYN		

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

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

Synovus  
keeps  
records  
for 7 years

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

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

# **INSPECTION REPORT**

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



**204 Highland Road  
Statesboro, GA**

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

## PURPOSE AND SCOPE OF INSPECTION

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

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

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

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

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


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

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



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




## GROUNDS / EXTERIOR



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



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






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


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

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

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

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


OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				 <p>The photographs show significant water damage to the exterior walls and framing. The top image shows a corner where the plywood wall meets the concrete floor, with dark staining and peeling material. The middle image shows a vertical wooden stud with a blue metal fastener, showing staining and decay at the base. The bottom image shows another section of the wall with extensive staining and peeling plywood near the floor.</p>

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


## INTERIOR

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





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

## BATHROOMS

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

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

## FUNCTIONAL AREAS


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


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

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

## MASTER / UTILITIES

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

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


HEATING / COOLING	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
				

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

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

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

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


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

# ATTIC

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

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



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

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

Exhibit D

Water shut off key pricing.

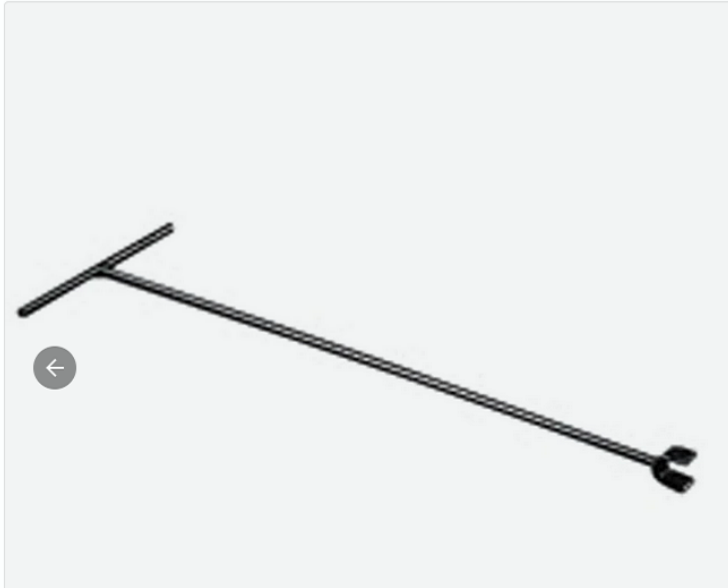
The water shut off key was 12.68. After tax  
that is 13.69.

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

### Orbit Water Shut-Off Curb Key

Item #166341 Model #53246

Shop Orbit ★★★★★ 361



**BESTSELLER**

**\$12.68**

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

- 1 +

**Add to Cart**



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



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

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



P.O. BOX 15204  
WILMINGTON, DE 19850

**Customer Service Information:**

www.bankofamerica.com  
1.800.421.2110

**Mail billing inquiries to:**

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

**Mail payment to:**

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

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

**Visa Signature®**

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

**Account Summary**

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

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

**Payment Information**

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

---

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

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

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

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

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

Account Number: [REDACTED]

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

Enter payment amount \$ [REDACTED]

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

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

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

## IMPORTANT INFORMATION ABOUT THIS ACCOUNT

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

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

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

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

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

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

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## CALCULATION OF BALANCES SUBJECT TO INTEREST RATE

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

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

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

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

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

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

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

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

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

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

Change of Address/Phone number: Online at [www.bankofamerica.com](http://www.bankofamerica.com)

Please do not add any written communication in this space.

## Transactions

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

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

## Interest Charge Calculation

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

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

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

## Important Messages

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

### Your Reward Summary

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

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



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



# HUDSON PLUMBING INC

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

012058

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

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

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

9/1/22 Thank You <sup>and</sup> processing fee 10.38  
306.98

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

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

# Jose's Flooring

912-245-3861

**Jose Eduardo Gonzalez**

Owner

Vidalia, GA

Laminate . Carpet. Tile. Wood. Vinyl



Exhibit H1.

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



Wilhelmina Randtke <randtke@gmail.com>

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

---

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

Wed, Jun 29, 2022 at 12:34 PM

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

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

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

Brian,

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

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

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

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

-Wilhelmina

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

Wilhelmina,

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

image0.jpeg

Sent from my iPhone

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

Brian,

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

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

-Wilhelmina

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

Brian,

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

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

Thanks so much for any assistance.

-Wilhelmina

Exhibit H2.

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



P3FLO-1

OP ID: KT

# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

<b>PRODUCER</b> AssuredPartners of GA, LLC dba Glenn/Davis & Associates 23452 Hwy 80 East Statesboro, GA 30461 Nash Davis - Reassigned Book	912-489-3716		<b>CONTACT NAME:</b> Sean P. Davis <b>PHONE (A/C, No, Ext):</b> 912-489-3716 <b>FAX (A/C, No):</b> 912-489-3717 <b>E-MAIL ADDRESS:</b>													
			<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Owners Insurance Co</td> <td>32700</td> </tr> <tr> <td>INSURER B: Technology Insurance Company</td> <td>42376</td> </tr> <tr> <td>INSURER C: Auto-Owners Insurance Co.</td> <td>18988</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Owners Insurance Co	32700	INSURER B: Technology Insurance Company	42376	INSURER C: Auto-Owners Insurance Co.	18988	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #															
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INSURER C: Auto-Owners Insurance Co.	18988															
INSURER D:																
INSURER E:																
INSURER F:																
<b>INSURED</b> P3 Flooring, LLC, dba Contractor Wholesale Floors & MoFlo LLC 440 Mathews Road Statesboro, GA 30458																

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

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

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

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


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

Exhibit I.

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



Wilhelmina Randtke <randtke@gmail.com>

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## Final Pay Request

---

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

Tue, Jun 7, 2022 at 12:56 PM

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

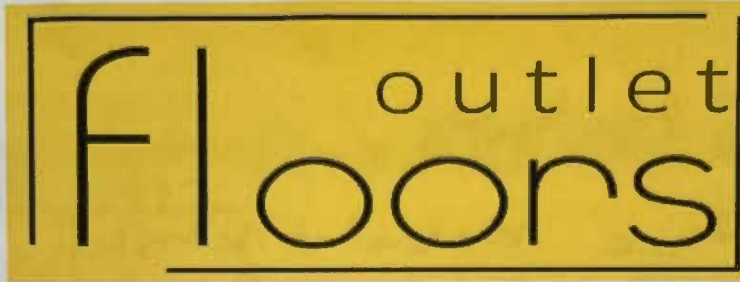
Thank you,

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



**image0.jpeg**  
688K

Josh



Customer: Edwin & Mina Email: [edwinalexander127@gmail.com](mailto:edwinalexander127@gmail.com)

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

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

Measure for: Eternity Almond 12x12, Grout: Hickory

Material:	Unit			\$ Per Unit	Price
Tile	1,335	sq. ft	x	\$ 4.69	\$ 6,261.15
Quarter Round	432	ln. ft.	x	\$ 0.49	\$ 211.68
Thinset (Mortar)	15	bags	x	\$ 38.97	\$ 584.55
Grout (Hickory)	14	bags	x	\$ 25.99	\$ 363.86
<b>Install:</b>					
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
<b>New Total: \$16,319.44</b>					
Balance to order materials: \$8,159.72				Tax:	\$ 593.70
Remaining after install: \$8,159.72				Total:	\$ 16,719.44

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

Remaining Balance: \$8,159.72

6/7/2022

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



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



Wilhelmina Randtke &lt;randtke@gmail.com&gt;

---

## Final Pay Request

---

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

Sat, Jun 18, 2022 at 4:51 PM

Brian,

You, your business partner Prince Preston, and Shannon Warren owner of your subcontractor all viewed the extensive problems with the floor and damage to other things when you came to my house on June 6. Nevertheless, in the interests of documenting, here are examples of the bad install and damage: [https://drive.google.com/file/d/1y\\_xbfeN89Azl1x83n2A48JEdKlvKaCfL/view?usp=sharing](https://drive.google.com/file/d/1y_xbfeN89Azl1x83n2A48JEdKlvKaCfL/view?usp=sharing) (filename 2022\_06\_18\_picsOfFloorsOutletBotchedTileInstallPics.pdf ). These are examples but not a photograph of every problem. For example, all edges are jagged, and all walls are dirtied and smeared. Jagged edges, cracks, incomplete grout, and lippage is everywhere. I am unsure of how to photograph extensive lippage, so I don't have pics of that, but you came and saw it.

These are the issues I will have to get addressed.

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

-Wilhelmina

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

Brian,

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

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

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

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

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

-Wilhelmina

On Tue, Jun 14, 2022 at 11:02 AM Brian McDonald <[brian@floors-outlet.com](mailto: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](mailto:randtke@gmail.com)> wrote:

Brian,

There are 3 issues here:

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

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

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

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

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

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

-Wilhelmina Randtke

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

Wilhelmina,

Please remit payment for the adjusted invoice immediately.

Thank you,  
Brian McDonald  
Owner  
Floors Outlet

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

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

Brian,

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

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

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

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

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

-Wilhelmina

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

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

Thank you,

Brian McDonald  
Floors Outlet



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

Exhibit K.  
Email with the Bulloch County Superior Court.



Wilhelmina Randtke &lt;randtke@gmail.com&gt;

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**Request to check on a fictitious name registration / dba**

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

Wed, Jul 20, 2022 at 9:24 AM

Good morning,

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

---

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

Clerk of the Superior Court for Bulloch County,

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

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

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

Best,

-Wilhelmina Randtke

850-345-6123

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

Clerk of the Superior Court for Bulloch County,

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

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

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

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

Best,

-Wilhelmina Randtke

850-345-6123

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



Exhibit L.  
Brian McDonald's business card.

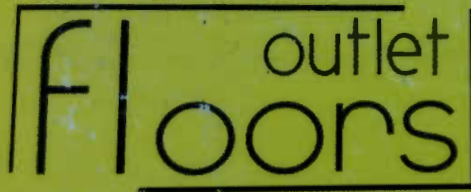
Front:



Back:



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



Josh White  
SALES REPRESENTATIVE



1267 Northside Dr. E  
Statesboro, GA 30458



912-225-9911



678-232-3817



jcwhite1103@gmail.com



floorsoutlet.online

Exhibit N.

Floors Outlet website screenshot showing Brian McDonald listed as owner.

# GET TO KNOW OUR TEAM:



**Brian McDonald**

**Owner/Manager**

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



Exhibit O.

Floors Outlet business license issued June 1, 2022. Prior to June 1, 2022, Floors Outlet did not have the required City of Statesboro business license and could not legally operate the storefront at 1267 Northside Drive East. However, this business license shows ownership close in time to when Floors Outlet damaged our house, and shows it is owned in partnership by Brian McDonald, Prince Preston, and Randy Childs.



**CITY OF STATESBORO, GA**

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

**BUSINESS LICENSE CERTIFICATE**

**Business Name:** MOFLO LLC  
DBA: FLOORS OUTLET

**Business Location:** 1267 NORTHSIDE DR E  
STATESBORO, GA 30458

**Owner:** RANDY CHILDS/PRINCE PRESTON/ BRIAN MCD

**License Number:** BL-002537-2019

**Issued Date:** 6/1/2022

**Expiration Date:** 12/31/2022

**Mailing Address:** 1267 NORTHSIDE DR E

**License Type:** OCCUPATIONAL TAX CERTIFICATE

**Classification:** FLOORING CONTRACTORS

**Fees Paid:** \$ 148.50

City Clerk

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


**TO BE POSTED IN A CONSPICUOUS PLACE**



Exhibit P.

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

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

 **No results found**

**Name Search Tips**

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

**Address Search Tips**

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

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


**Limitation of Information**

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

Exhibit Q.

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

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

 **No results found**

**Name Search Tips**

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

**Address Search Tips**

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

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

**Limitation of Information**

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

# Georgia State Board Of Workers Compensation

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

**No results found**

**Name Search Tips**

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

**Address Search Tips**

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

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

**Limitation of Information**

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



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

**No results found**

**Name Search Tips**

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

**Address Search Tips**

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


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

**Limitation of Information**

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



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

 **No results found**

**Name Search Tips**

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

**Address Search Tips**

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

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


**Limitation of Information**

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



## Georgia State Board Of Workers Compensation

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

 **No results found**

**Name Search Tips**

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

**Address Search Tips**

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

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

**Limitation of Information**

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





# Georgia State Board Of Workers Compensation

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

**No results found**

**Name Search Tips**

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

**Address Search Tips**

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

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

**Limitation of Information**

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



# Georgia State Board Of Workers Compensation

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

**No results found**

**Name Search Tips**

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

**Address Search Tips**


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

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

**Limitation of Information**

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

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

 **No results found**

**Name Search Tips**

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

**Address Search Tips**

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

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

**Limitation of Information**

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

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 &lt;randtke@gmail.com&gt;

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## 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](mailto: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](mailto: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](mailto:openrecordsofficer@statesboroga.gov)> wrote:  
Good morning,

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

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

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

Exhibit S.

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



Wilhelmina Randtke <randtke@gmail.com>

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

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

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

Get [Outlook for iOS](#)

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

Sean,

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

-Wilhelmina

Individual Consumer Inquiry for the State of Georgia



DAVIS, SEAN P  
National Producer Number: 6764321

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

Licenses

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



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

Affiliations/Appointments

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

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

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

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-21-2015	
28207	<a href="#">Anthem Insurance Companies, Inc.</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	07-24-2018	
11072	<a href="#">ASI Home Insurance Corp.</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-29-2019	
18988	<a href="#">Auto-Owners Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-28-2002	
61190	<a href="#">Auto-Owners Life Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-28-2002	
15911	<a href="#">Berkley Casualty Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-12-2021	
20044	<a href="#">Berkshire Hathaway Homestate Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	02-20-2015	
54801	<a href="#">Blue Cross and Blue Shield of Georgia, Inc.</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	03-02-2017	08-26-2019
96962	<a href="#">Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-02-2017	
10335	<a href="#">Bridgefield Casualty Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	05-07-2002	
16713	<a href="#">Buckeye State Mutual Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	05-24-2013	07-09-2019
11697	<a href="#">Businessfirst Insurance Company</a>			

	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	02-24-2015							
10472	<a href="#">Capitol Indemnity Corporation</a>								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	06-11-2012	06-01-2018						
10510	<a href="#">Carolina Casualty Insurance Company</a>								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	10-12-2021							
20230	<a href="#">Central Mutual Insurance Company</a>								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	11-26-2019							
25089	<a href="#">Coast National Insurance Company</a>								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	03-19-2008	11-21-2019						
20443	<a href="#">Continental Casualty Company</a>								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	02-12-2020							
18961	<a href="#">Crestbrook Insurance Company</a>								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	01-14-2022							
10855	<a href="#">Cypress Insurance Company</a>								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	07-26-2011							
21164	<a href="#">Dairyland Insurance Company</a>								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>05-05-2017</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	05-05-2017	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	05-05-2017							
42587	<a href="#">Depositors Insurance Company</a>								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>01-12-2012</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	01-12-2012	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	01-12-2012							
25402	<a href="#">Employers Assurance Company</a>								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>10-11-2011</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	10-11-2011	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	10-11-2011							
11512	<a href="#">Employers Compensation Insurance Company</a>								

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-15-2016	
21458	<a href="#">Employers Insurance Company of Wausau</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	06-22-2015	
10346	<a href="#">Employers Preferred Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-11-2011	
11252	<a href="#">Encompass Home and Auto Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-24-2003	
15130	<a href="#">Encompass Indemnity Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	07-18-2003	
11251	<a href="#">Encompass Independent Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	07-11-2020	
10071	<a href="#">Encompass Insurance Company of America</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	10-07-2003	12-27-2018
10072	<a href="#">Encompass Property &amp; Casualty Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-24-2003	
11045	<a href="#">Excelsior Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	09-27-2008	
40169	<a href="#">Farmers Casualty Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	11-25-2015	
26298	<a href="#">Farmers Property and Casualty Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	11-25-2015	
41483	<a href="#">Farmington Casualty Company</a>			

	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-26-2010	
10178	<a href="#">FCCI Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	01-12-2017	
24724	<a href="#">First National Insurance Company of America</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	07-10-1998	10-15-2021
10859	<a href="#">First Nonprofit Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	10-21-2015	
11185	<a href="#">Foremost Insurance Company Grand Rapids, Michigan</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	11-09-1998	
11800	<a href="#">Foremost Property and Casualty Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	11-13-2012	08-29-2018
41513	<a href="#">Foremost Signature Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	11-13-2012	08-29-2018
24732	<a href="#">General Insurance Company of America</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	07-10-1998	10-15-2021
25984	<a href="#">Graphic Arts Mutual Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	04-10-2013	
97217	<a href="#">Greater Georgia Life Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Active	03-02-2017	
19530	<a href="#">Hallmark National Insurance Company</a>			
	Appointments			
	Appointment Type	Status	Active Date	Termination Date
	No LOA	Inactive	07-08-2009	07-06-2016
23582	<a href="#">Harleysville Insurance Company</a>			

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



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

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

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

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

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

	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	10-12-2021							
25135	<a href="#">State Automobile Mutual Insurance Company</a>								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	08-11-2021							
42376	<a href="#">Technology Insurance Company, Inc.</a>								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	10-21-2015							
69396	<a href="#">Texas Life Insurance Company</a>								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Inactive	03-21-2018	01-11-2019						
19062	<a href="#">The Automobile Insurance Company of Hartford, Connecticut</a>								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	01-21-2011							
25615	<a href="#">The Charter Oak Fire Insurance Company</a>								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	03-26-2010							
28665	<a href="#">The Cincinnati Casualty Company</a>								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	10-26-2021							
23280	<a href="#">The Cincinnati Indemnity Company</a>								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	10-26-2021							
10677	<a href="#">The Cincinnati Insurance Company</a>								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	10-26-2021							
35289	<a href="#">The Continental Insurance Company</a>								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	02-12-2020							
33588	<a href="#">The First Liberty Insurance Corporation</a>								
	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>10-06-2015</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	10-06-2015	
Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	10-06-2015							
65676	<a href="#">The Lincoln National Life Insurance Company</a>								

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

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



	Appointments								
	<table border="1"> <thead> <tr> <th>Appointment Type</th> <th>Status</th> <th>Active Date</th> <th>Termination Date</th> </tr> </thead> <tbody> <tr> <td>No LOA</td> <td>Active</td> <td>04-10-2013</td> <td></td> </tr> </tbody> </table>	Appointment Type	Status	Active Date	Termination Date	No LOA	Active	04-10-2013	
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13998	<a href="#">Utica National Insurance Company of Ohio</a>								
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Appointment Type	Status	Active Date	Termination Date						
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43478	<a href="#">Utica National Insurance Company of Texas</a>								
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Appointment Type	Status	Active Date	Termination Date						
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42889	<a href="#">Victoria Fire and Casualty Company</a>								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
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10105	<a href="#">Victoria Select Insurance Company</a>								
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10777	<a href="#">Victoria Specialty Insurance Company</a>								
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Appointment Type	Status	Active Date	Termination Date						
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44393	<a href="#">West American Insurance Company</a>								
	Appointments								
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Appointment Type	Status	Active Date	Termination Date						
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10030	<a href="#">Westchester Fire Insurance Company</a>								
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13188	<a href="#">Western Surety Company</a>								
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16447	<a href="#">Westfield Champion Insurance Company</a>								
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Appointment Type	Status	Active Date	Termination Date						
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24112	<a href="#">Westfield Insurance Company</a>								

	Appointments								
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24120	<a href="#">Westfield National Insurance Company</a>								
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Appointment Type	Status	Active Date	Termination Date						
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16450	<a href="#">Westfield Premier Insurance Company</a>								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	11-11-2020							
16449	<a href="#">Westfield Superior Insurance Company</a>								
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Appointment Type	Status	Active Date	Termination Date						
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16448	<a href="#">Westfield Touchstone Insurance Company</a>								
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Appointment Type	Status	Active Date	Termination Date						
No LOA	Active	11-11-2020							

CE Compliance Summary

CE Review Date: 10-31-2022

Type of CE	Satisfied?
Resident Agent	No

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

You can forward to contractor

Get [Outlook for iOS](#)

**From:** Wilhelmina Randtke <[randtke@gmail.com](mailto:randtke@gmail.com)>

**Sent:** Wednesday, June 15, 2022 6:19:47 PM

**To:** Sean Davis <[Sean.Davis@Assuredpartners.com](mailto:Sean.Davis@Assuredpartners.com)>

**Cc:** April Cowart <[April.Cowart@assuredpartners.com](mailto:April.Cowart@assuredpartners.com)>; Edwin Alexander <[edwinalexander127@gmail.com](mailto:edwinalexander127@gmail.com)>; Nash Davis <[Nash.Davis@assuredpartners.com](mailto:Nash.Davis@assuredpartners.com)>

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

Sean,

Please give me your address for the certified letter.

-Wilhelmina

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

THIS CONVERSATION IS OVER !

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

Get [Outlook for iOS](#)

**From:** Wilhelmina Randtke <[randtke@gmail.com](mailto:randtke@gmail.com)>

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

**To:** April Cowart <[April.Cowart@assuredpartners.com](mailto:April.Cowart@assuredpartners.com)>

**Cc:** Edwin Alexander <[edwinalexander127@gmail.com](mailto:edwinalexander127@gmail.com)>; Nash Davis <[Nash.Davis@assuredpartners.com](mailto:Nash.Davis@assuredpartners.com)>; Sean Davis <[Sean.Davis@Assuredpartners.com](mailto:Sean.Davis@Assuredpartners.com)>

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

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

-Wilhelmina

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

April,

I have asked for a confirmation of insurance coverage.

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

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

Will you provide the confirmation of coverage?

Best,

-Wilhelmina

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

Dear Ms. Randtke:

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

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

Thank you.



**April Cowart, CISR**

*Claims Manager*

d: 9126234047

---

**From:** Wilhelmina Randtke <[randtke@gmail.com](mailto:randtke@gmail.com)>

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

**To:** April Cowart <[April.Cowart@assuredpartners.com](mailto:April.Cowart@assuredpartners.com)>

**Cc:** Edwin Alexander <[edwinalexander127@gmail.com](mailto:edwinalexander127@gmail.com)>

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

April Cowart,

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

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

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

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

company, which referred me to you as the agent.

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

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

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

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

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

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

Thank you for any assistance showing coverage.

-Wilhelmina Randtke

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

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

Hi Willa,

I did not send 6 with this email.

If you want, I can send it encrypted.

Edwin

Exhibit T.

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

# Samples & Purchasing

No, Happy Floors does not carry any products that contain lead.

## Where can I purchase Happy Floors products?

Happy Floors products can be purchased at any of our nationwide dealers. To find a showroom near you, visit our [Dealer Locator](#).

## Can I purchase directly from Happy Floors?

Happy Floors does not sell direct to the public. However, our products can be purchased at any of our nationwide dealers. To find a showroom near you, visit our [Dealer Locator](#).

## How do I become a Happy Floors dealer?

To sell Happy Floors product, fill out our [Become a Dealer form](#).

## Can I order a sample from Happy Floors?

Samples can be requested through any of our nationwide dealers. To find a showroom near you, visit our [Dealer form](#).

## How long will it take to receive my sample?

Samples are shipped within 72 hours of the request being placed. Shipping



# Exhibit U

## Photos of damage and unworkmanlike install.

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

# Tiles installed broken.

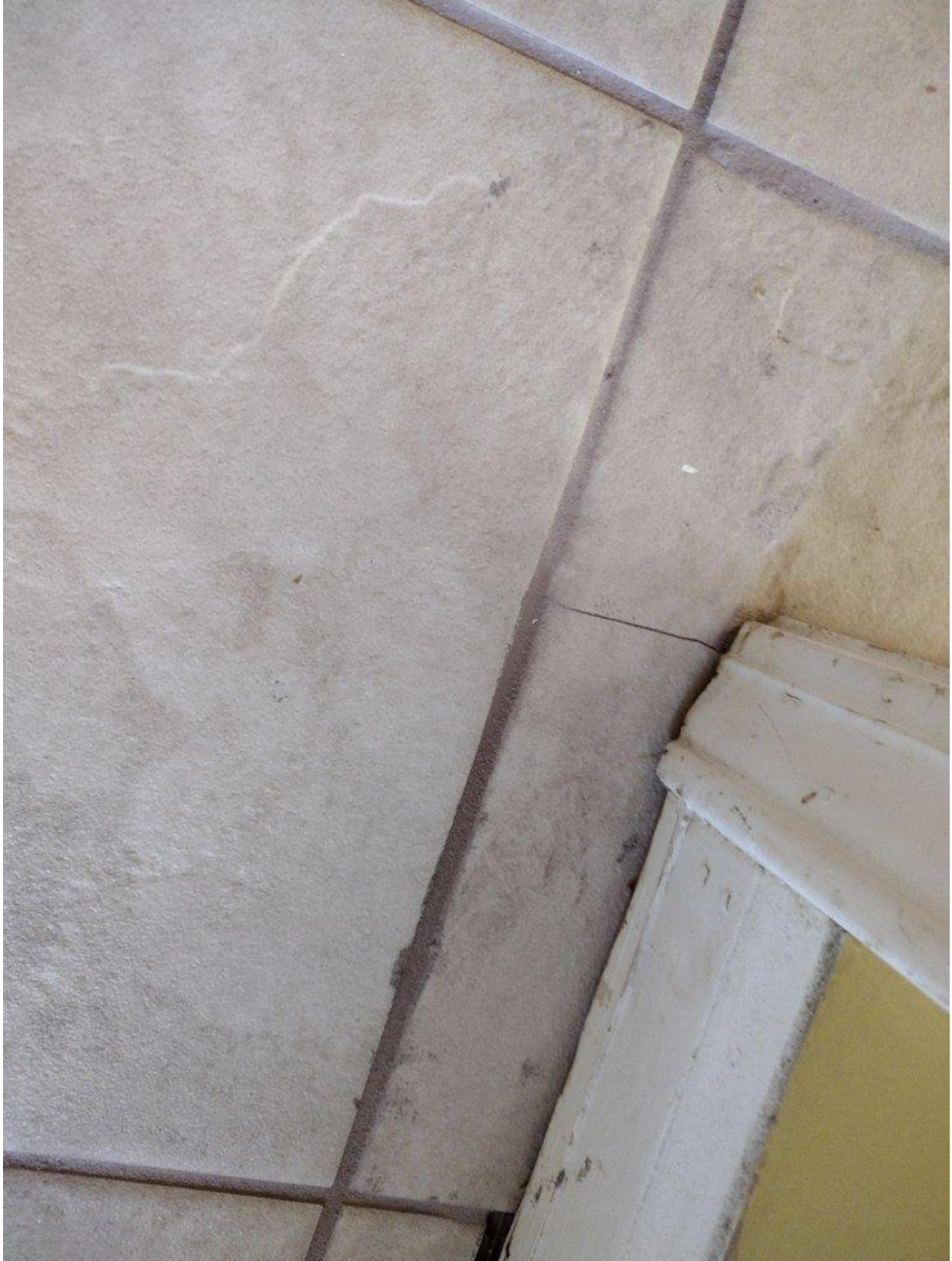
Tiles broken, then broken pieces installed next to one another to make a square



Tiles installed broken, Photo 1.



Tiles installed broken, Photo 2.



Tiles installed broken, Photo 3.

# Lippage



Lippage, Photo 1.



Lippage, Photo 2.



Lippage, Photo 3.



Lippage, Photo 4.





Lippage, Photo 5.



Lippage, Photo 6.



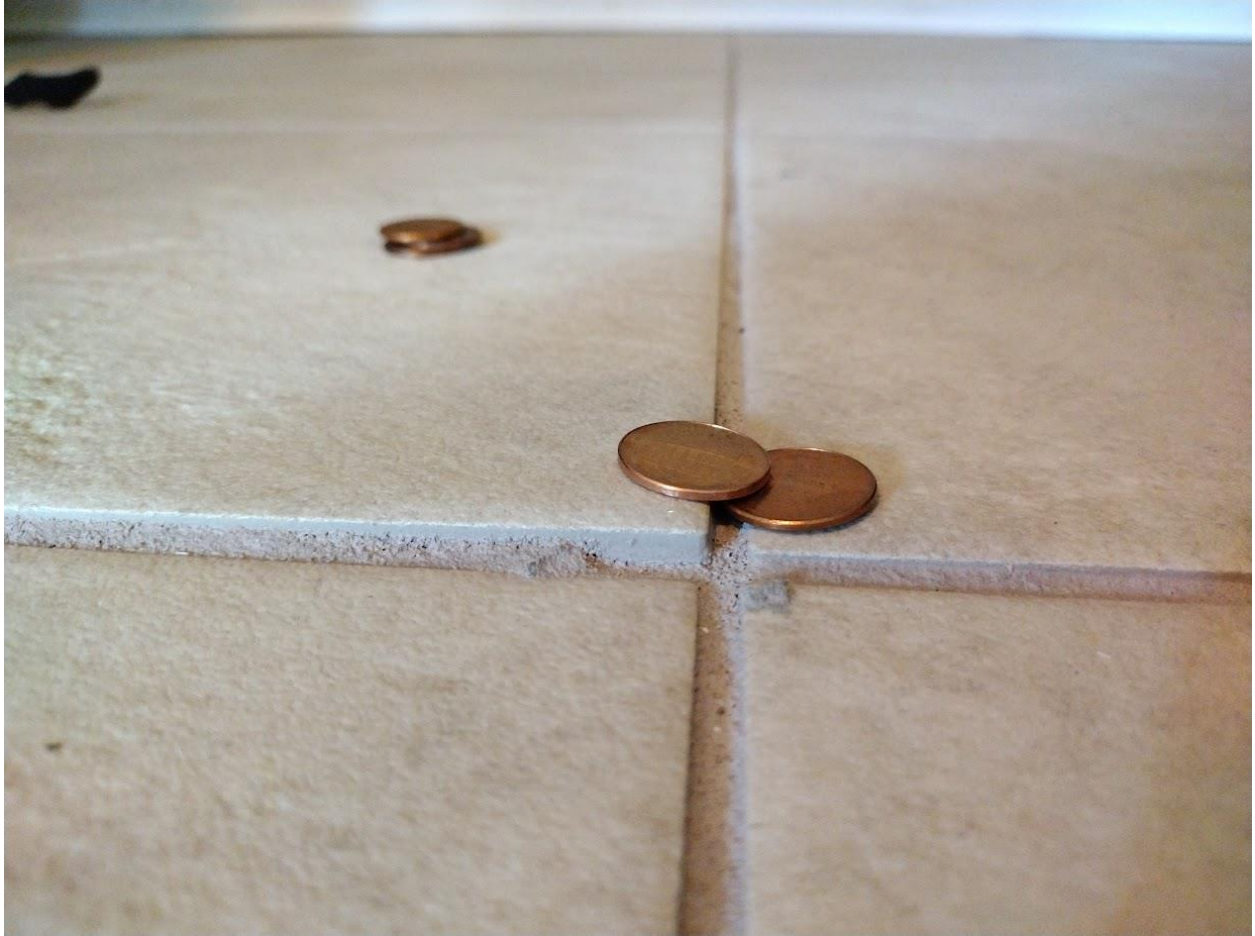
Lippage, Photo 7.



Lippage, Photo 8.



Lippage, Photo 9.



Lippage, Photo 10.



Lippage, Photo 5.



Lippage, Photo 6.

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





Lippage, Photo 7.



Lippage, Photo 8.



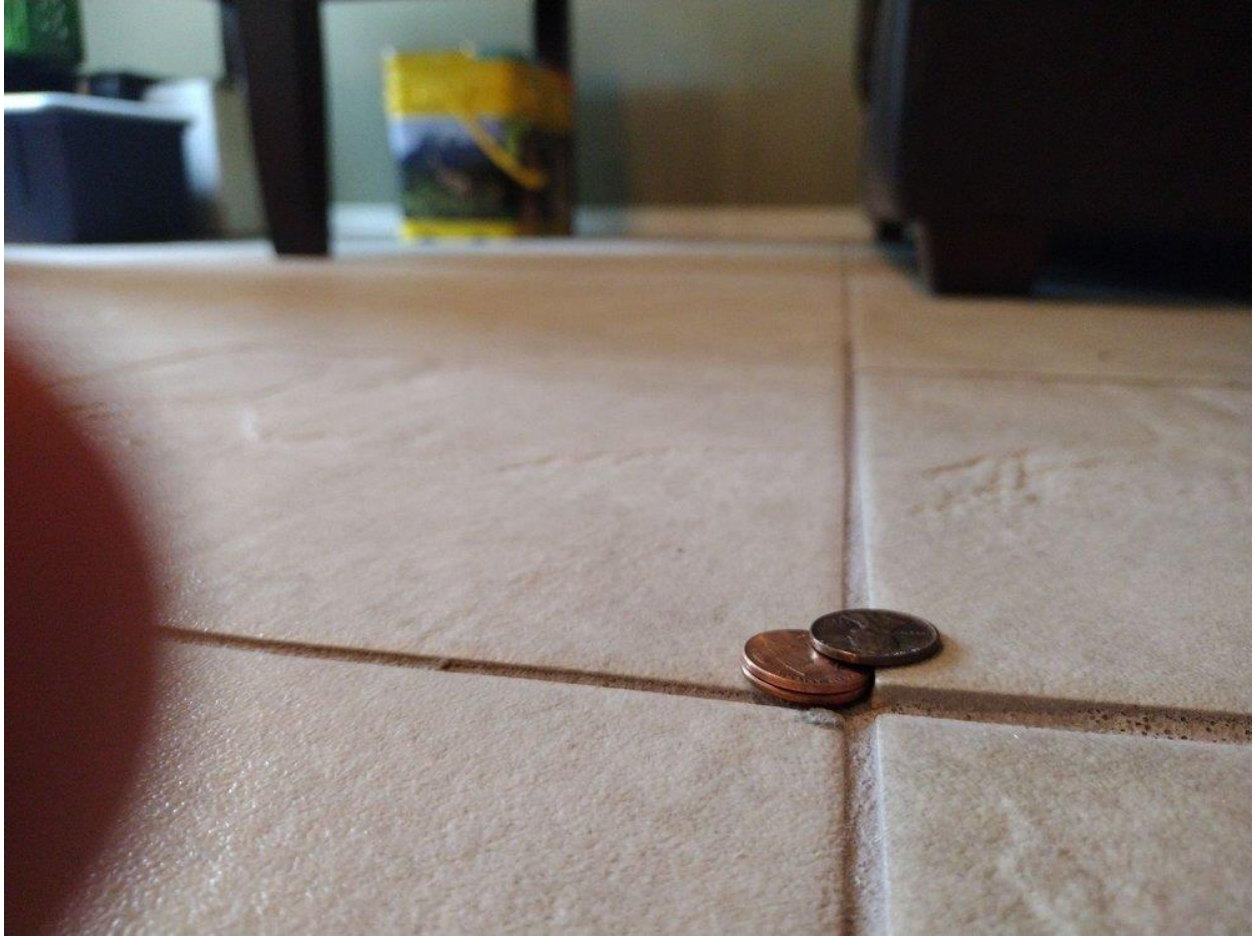
Lippage, Photo 9.



Lippage, Photo 10.



Lippage, Photo 11.



Lippage, Photo 12.

## Jagged edges.

Tiles improperly cut, resulting in jagged edges.



Jagged edges, Photo 1.

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



Jagged edges, Photo 2.

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





Jagged edges, Photo 3.

Keys inserted into the hole from photo 2.



Jagged Edges, Photo 4.

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



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



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



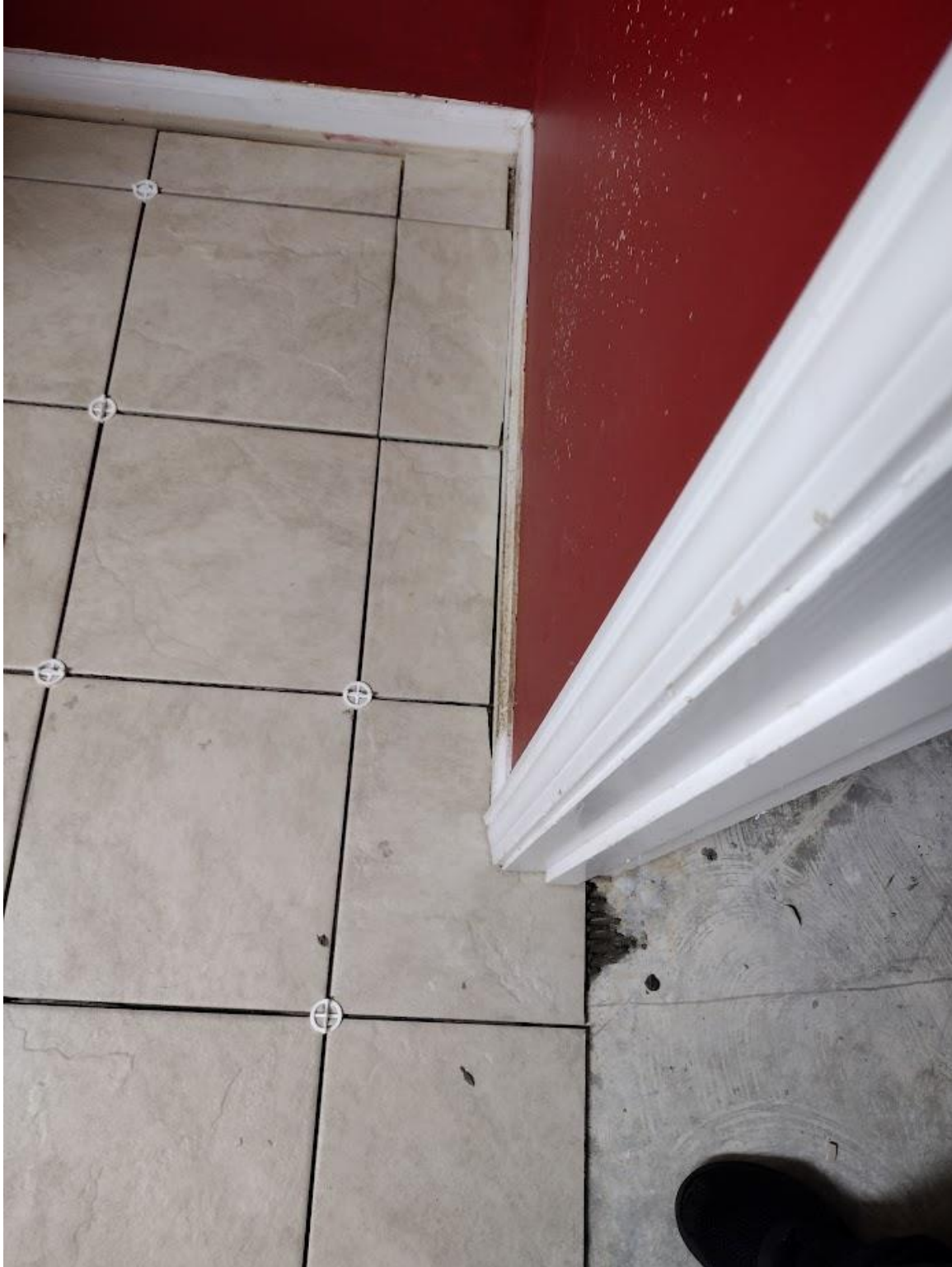
Jagged edges, Photo 7.

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



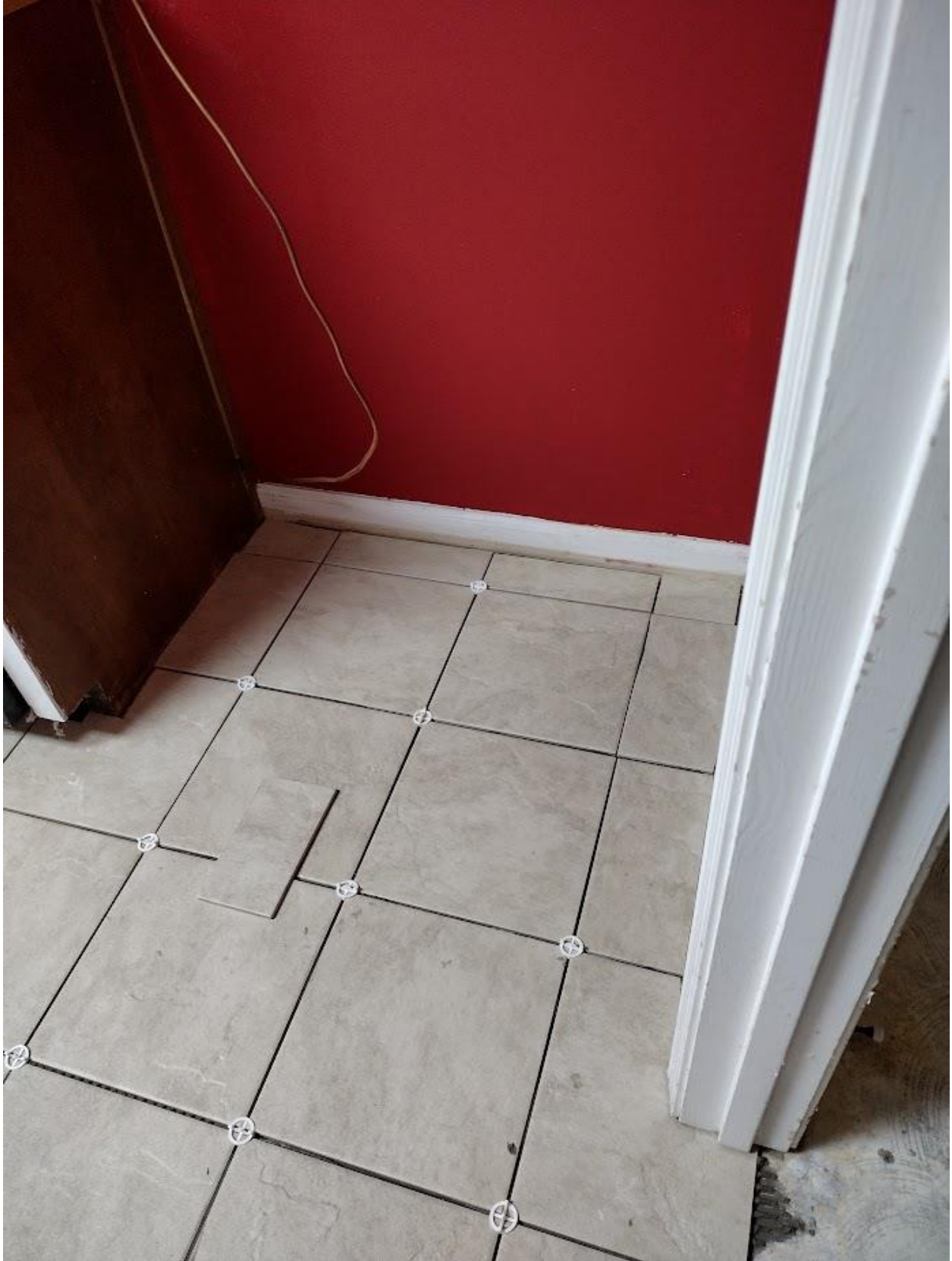
Jagged edges, Photo 8.

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



Jagged edges, Photo 9.

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



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





Jagged edges, Photo 11.



Jagged edges, Photo 12.



Jagged edges, Photo 13.

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

## Tile installed over paper backing from vinyl floor



Tile installed over paper, Photo 1.

Tiles installed over paper backing from a vinyl floor.

## Misalignment.

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



Misalignment, Photo 1.

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



Misalignment, Photo 2.

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

# Tiles installed chipped.

Tiles chipped, then installed chipped



Tile installed chipped, Photo 1.

## Grout color varies.

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



Grout color varies, Photo 1.



## Grout holes.

Holes in grout. Grout was never finished.

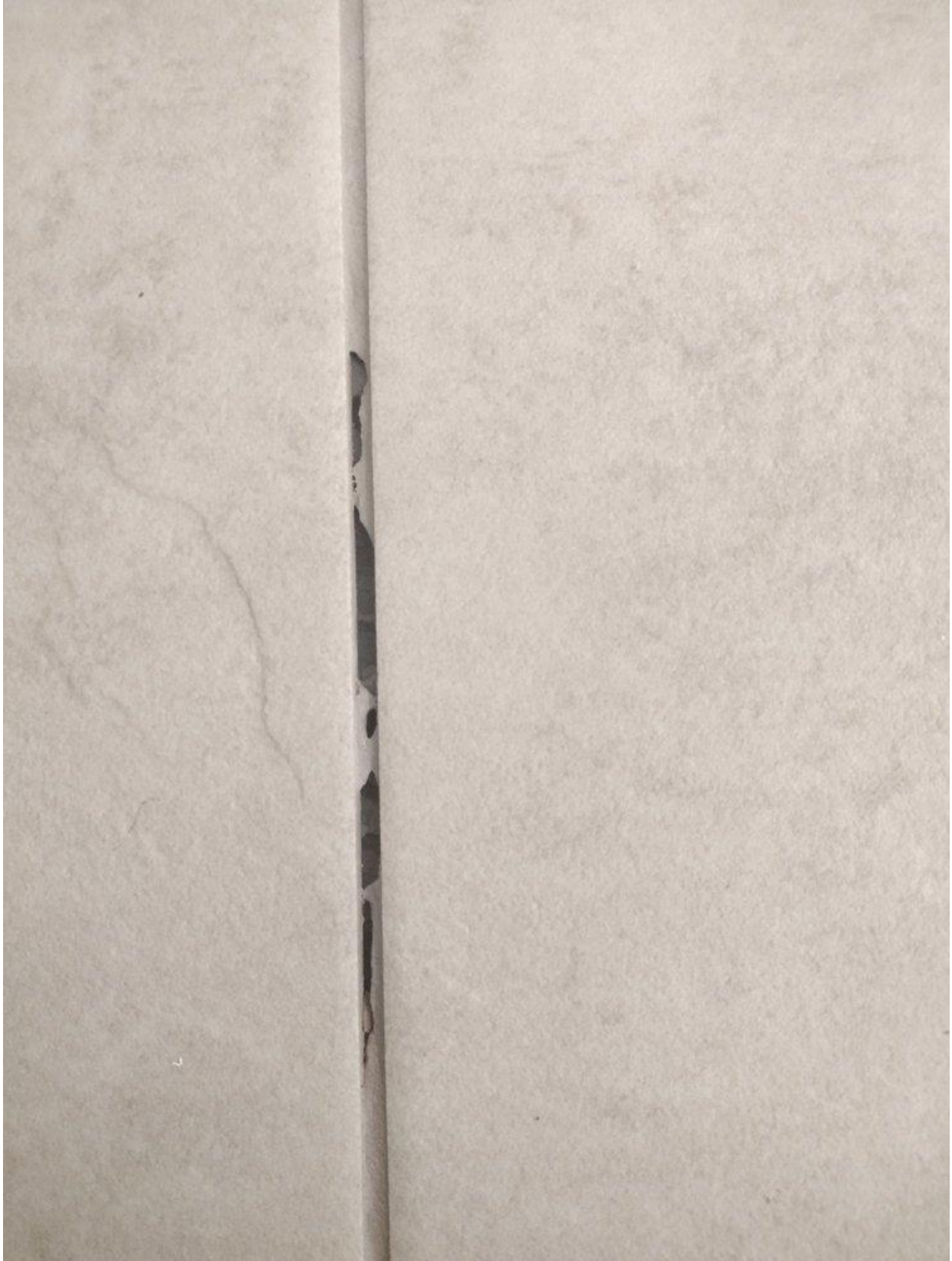
There are large numerous holes in the grout. The only room without holes is the downstairs bedroom. All other rooms have holes to the point where I can't move furniture in. Floors Outlet kept extra supplies like grout and spare tiles.



Grout holes, Photo 1.



Grout holes, Photo 2.



Grout holes, Photo 3.



Grout holes, Photo 4.



Grout holes, Photo 5.

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

## Broken kitchen cabinets



Broken kitchen cabinet, Photo 1.



Broken kitchen cabinet, Photo 2.

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



Broken kitchen cabinet, Photo 3.

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



## Wall hole



Wall hole, Photo 1.

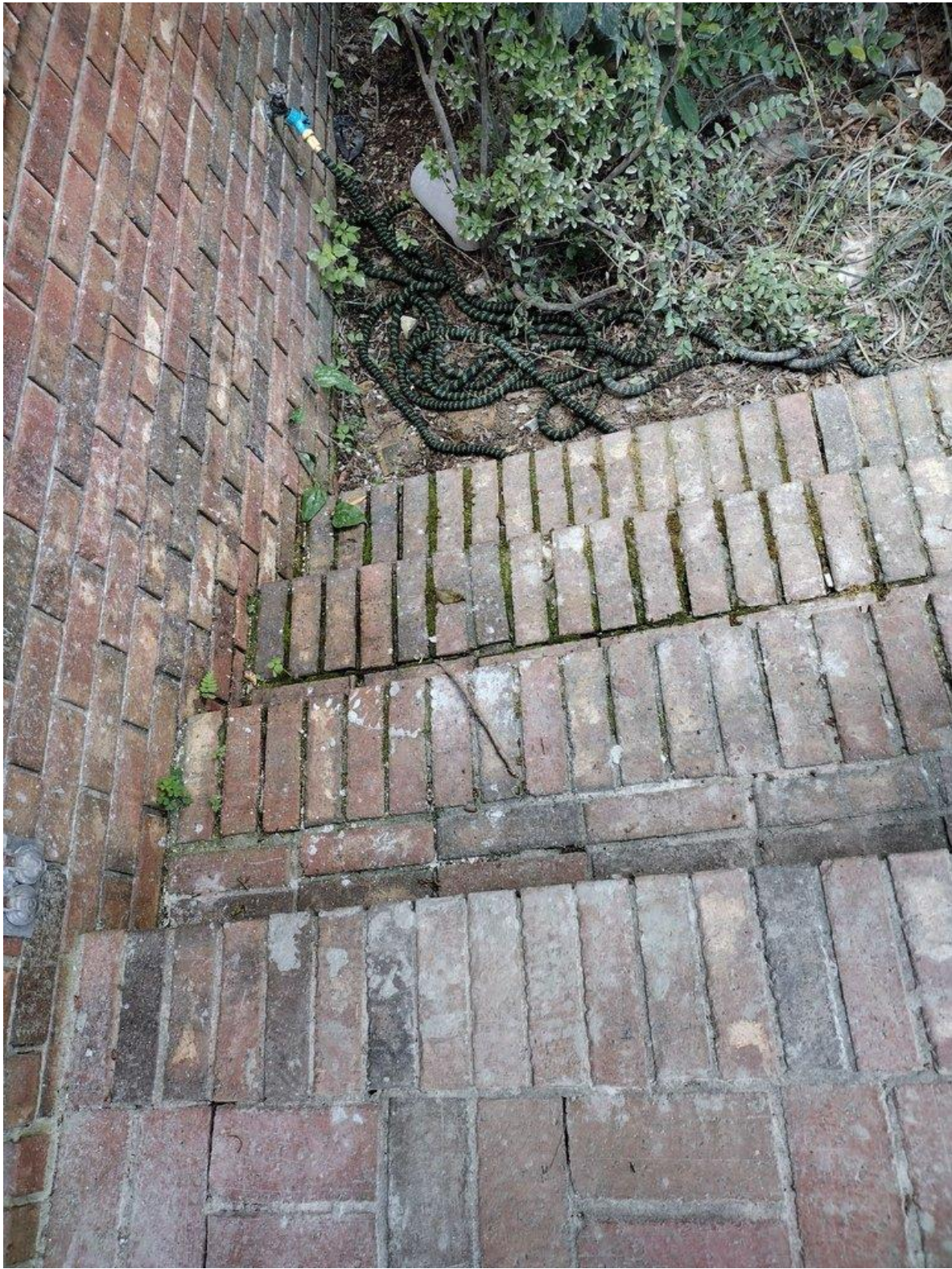
When they rehung the doors, they did not put back the hinge door stops. On Friday, they rehung this door and put the doorknob through the wall. Needs drywall patch and paint match.

## Thinset on brick porch



Thinset on brick porch, Photo 1.

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



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



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



Thinset on brick porch, Photo 4.

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



Thinset on brick porch, Photo 5.

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



Thinset on brick porch, Photo 6.



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





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



Thinset on brick porch, Photo 9.



Thinset on brick porch, Photo 10.



Thinset on brick porch, Photo 11.

# Grout on walls.

Grout smeared on walls.



Grout on walls, Photo 1.

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



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



Grout on walls, Photo 3.

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





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



Grout on walls, Photo 5.

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



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



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

Grout cured on top of tiles.

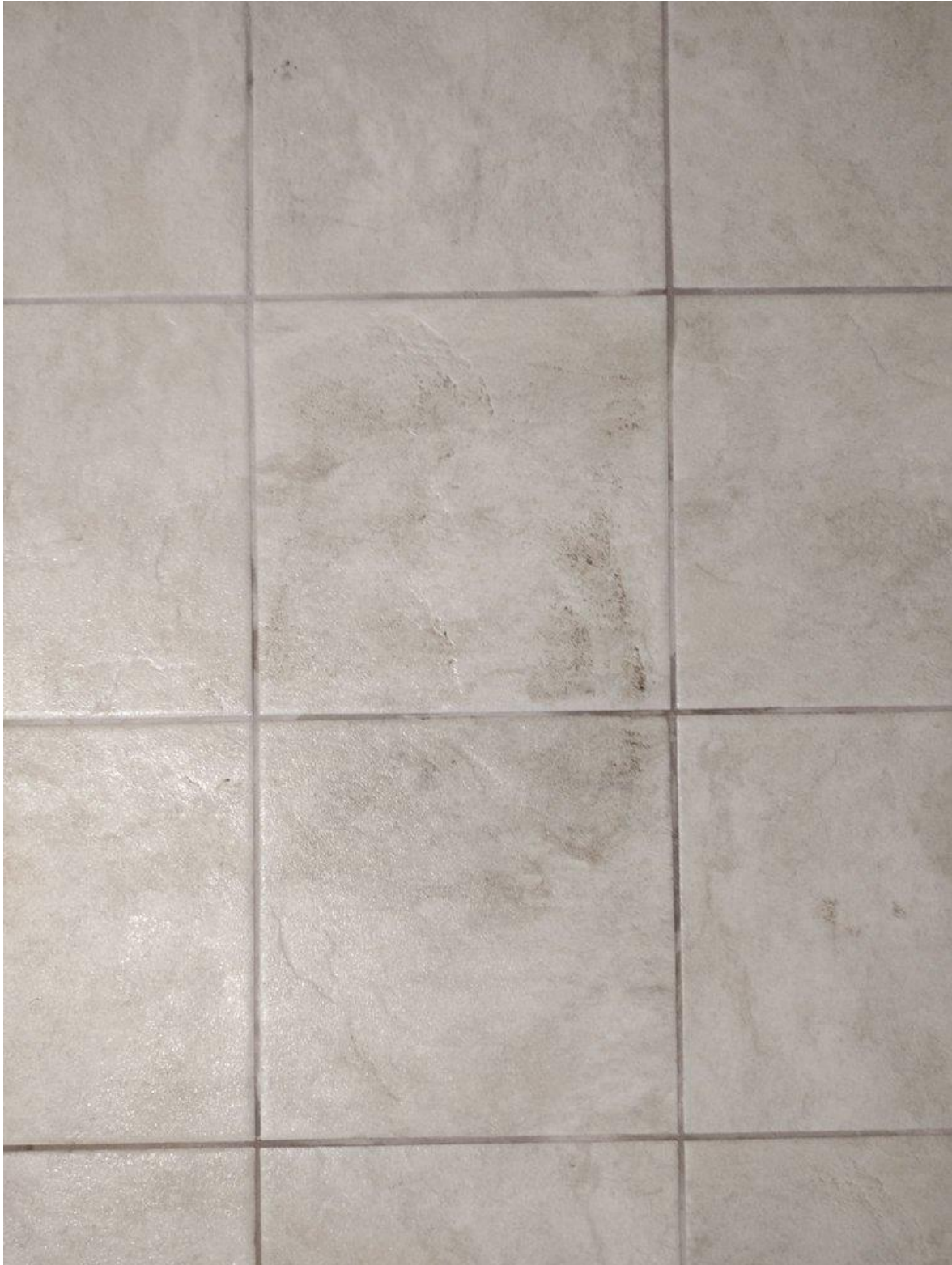


Grout cured on top of tiles, Photo 1.

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



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



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



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





Grout cured on top of tiles, Photo 5.

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

Grout and thinset on sofas.



Grout and thinset smeared on sofas, Photo 1.

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

Flooring materials dumped in refrigerator ice tray.



Flooring in ice tray, Photo 1.

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

Exhibit W.

Photo of tile box with instructions printed on the box.

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

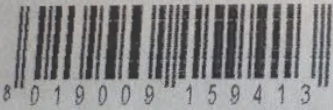
CM **30x30** ( $11^{13}/16$ "x $11^{13}/16$ " ) PCS **13** MQ **1,17**

**TIPO**  
Type

**SCELTA**  
Sorte

**TONO**  
Shade

**CALIBRO**  
Calibre



ETERNITY ALMOND

PRIMA RC6 P @SS



SP.8 mm

ATTENTION: When laying the material, always check the colour, dimensions and the product class.  
The material is intentionally manufactured and selected with varying degrees of tonal differences to produce  
the chromatic effects typical of the product types. It is absolutely essential that you take the tiles from a  
number of boxes when laying the material. The use of material which does not conform with the order or is  
faulty represents the acceptance of the qualitative features and results in the forfeiting all rights to claims.  
No claims can be entered into regarding material that has already been laid.  
**DO NOT DRY CUT USING POWER TOOLS.**

Exhibit X.

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

**Learn**

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

**Kids Site**

**Coin & Medal Programs**

**Production Process**

**Collecting Basics**


**History**

**Artists**

# Coin Specifications

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

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

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

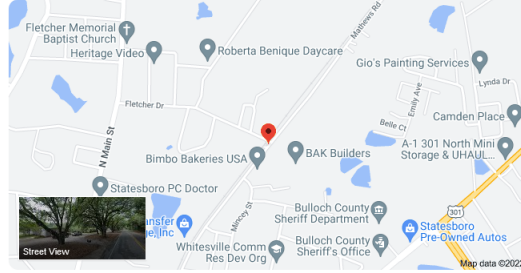
Content last updated on April 28, 2022

Exhibit Y.

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



About 19,200 results (0.41 seconds)



440 Mathews Rd  
Statesboro, GA 30458

Most popular places at this address

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

https://www.realtor.com > ... > Statesboro > Mathews Rd  
**440 Mathews Rd, Statesboro, GA 30458 - Realtor.com**

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

https://www.zillow.com > ... > Statesboro > 30458  
**440 Mathews Rd, Statesboro, GA 30458 | Zillow**

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

https://www.mapquest.com > ... > Georgia > Statesboro  
**Varsity Ink Inc 440 Mathews Rd Statesboro, GA T ... - MapQuest**  
Get directions, reviews and information for Varsity Ink Inc in Statesboro, GA. ... Varsity Ink Inc.  
**440 Mathews Rd, Statesboro, GA 30458.** (912) 489-2649.

https://www.mapquest.com > ... > Georgia > Statesboro  
**Apartment Rentals 440 Mathews Rd Statesboro, GA - MapQuest**  
Get directions, reviews and information for Apartment Rentals in Statesboro, GA. ... Apartment Rentals. **440 Mathews Rd, Statesboro, GA 30458.** (912) 764-9542.

https://m.yelp.com > ... > Real Estate > Apartments  
**Mathews Junction - Statesboro, GA - Yelp**  
Map · **440 Mathews Rd Statesboro, GA 30458.** Directions · (912) 764-9542. Call Now · More Info. Services for Mathews Junction · Known For. No. Accepts Credit Cards.

https://www.yellowpages.com > GA > Statesboro  
**Lamar Construction Inc 440 Mathews Rd, Statesboro, GA 30458**  
Details. Phone: (912) 764-3456. Address: **440 Mathews Rd, Statesboro, GA 30458.** People Also Viewed. Johnson Walter Construction Co Inc.

https://www.yellowpages.com > ... > Screen Printing  
**Boanart Graphics 440 Mathews Rd, Statesboro, GA 30458**  
Get reviews, hours, directions, coupons and more for Boanart Graphics. Search for other Screen Printing on The Real Yellow Pages®.

https://www.local.com > boanart-graphics-121858981  
**Boanart Graphics in 440 Mathews Rd, Statesboro, GA 30458**  
Boanart Graphics, **440 Mathews Rd, Statesboro, GA 30458** Get Address, Phone Number, Maps, Ratings, Photos and more for Boanart Graphics.

https://www.finduslocal.com > ... > Georgia > Statesboro  
**Mathews Junction in Statesboro, GA 30458 Directions ...**  
Mathews Junction : Take Our Survey and Rate and Review This Business Here! General Warehouse/storage. Mathews Junction Address: **440 Mathews Rd Statesboro ...**

https://moving-and-storage-services cmac.ws > mathews-j...  
**Mathews Junction on Mathews Rd in Statesboro, GA - 912-764 ...**  
Get info on Mathews Junction in Statesboro. Location details, hours, maps and directions to **440 Mathews Rd, Statesboro, GA 30458.**

Related searches

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

Exhibit Z.

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




**GRÉS PORCELANATO CON COAZIONE IN MASSA**  
 PORCELAINO STONEWARE WITH MASS COAZING

DIM 81820  
 813927  




Caratteristiche Features	Unità di misura Units of measurement	Valore medio S.1 Mean value	Valore prescritto F.1 Fixed value	Metodo di prova Test method
Dimensione lati Length and width	%	+/- 0,4	+/- 0,4 max	UNI EN ISO 10544-2
Rettilineità dei lati Side straightness	%	+/- 0,4	+/- 0,5 max	UNI EN ISO 10544-2
Ortogonalità degli angoli Corner squareness	%	+/- 0,4	+/- 0,6 max	UNI EN ISO 10545-2
Flessibilità Flexibility	%	+/- 0,4	+/- 0,5 max	UNI EN ISO 10545-2
Spessore Thickness	%	+/- 0,9	+/- 5,0 max	UNI EN ISO 10545-2
Absorbimento di acqua Water absorption	%	0,05	≤ 0,5	UNI EN ISO 10545-3
Rottura agli impatti Breaking strength	N	conforme	1100 in base 37,3 270 in base 41,1	UNI EN ISO 10544-4
Modulo di rottura Modulus of rupture	N/mm <sup>2</sup>	55	≥ 35	UNI EN ISO 10544-4
Distorsione termica Thermal expansion	1/K	7,0	metodo disponibile method available	UNI EN ISO 10544-8
Resistenza agli sbalzi termici Thermal shock resistance	-	resiste conforme	metodo disponibile method available	UNI EN ISO 10545-9
Resistenza al prodotto chimico Resistance to chemicals	-	conforme	MINUB	UNI EN ISO 10545-13
Resistenza agli acidi e alle basi Resistance to acids and bases	-	ULA	metodo disponibile method available	UNI EN ISO 10545-15
Resistenza ai gelati Resistance to frost	-	resiste conforme	richiesta request	UNI EN ISO 10545-16
Stabilità dei colori Colour stability	-	stabile conforme	metodo disponibile method available	DIN 51094

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

# ETERNITY





≥40%









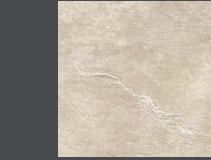
[www.happy-floors.com](http://www.happy-floors.com)

# ETERNITY

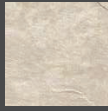
FULL BODY PORCELAIN



Almond - 12"x24"  
PEIV



Almond - 18"x18"



Almond - 12"x12"



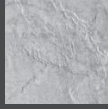
Almond - 6"x6"



Grey - 12"x24"  
PEIV



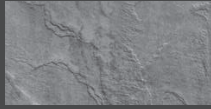
Grey - 18"x18"



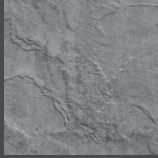
Grey - 12"x12"



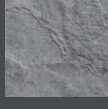
Grey - 6"x6"



Black - 12"x24"  
PEIV



Black - 18"x18"



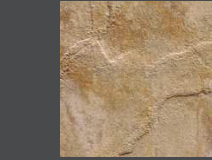
Black - 12"x12"



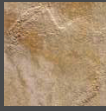
Black - 6"x6"



Gold - 12"x24"  
PEIV



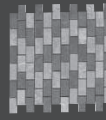
Gold - 18"x18"



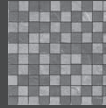
Gold - 12"x12"



Gold - 6"x6"



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



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



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



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



Brushed  
Metal Corner 1"x1"



Brushed  
Metal Pencil 1"x11.7"



Bullnose 3"x12"  
Available in all finishes



MIR B

DIR 13007

DIR 13007

R10-B

R

ASTM C

1028 > 0.6

Dry 0.90

Wet 0.81

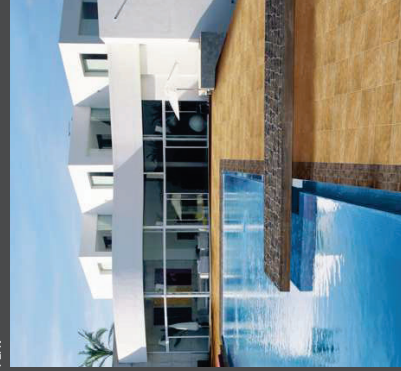


Exhibit AA.

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



Wilhelmina Randtke <randtke@gmail.com>

---

## Dalton Direct Quote

---

**Dalton Direct Flooring** <daltondirectflooring@yahoo.com>

Wed, Jul 27, 2022 at 12:03 PM

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

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

Thanks

### Earl Riser

Manager, Dalton Direct Flooring Outlet

912-764-7415 | 107 East Parrish St

Create your own [email signature](#)



**Alexander Quote .jpg**  
548K

7/20/2022  
Store: 1

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

**DALTON DIRECT FLOORING OUTLET**

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

**Bill To:**

Edwin Alexander  
204 Highland Rd  
Statesboro, GA 30458

INSTRUCTIONS: Based on measurements given by customer

Remove Tile thru out home

Resurface and level floor with skim treatment

install new tile thru out

**Order Status: Open**

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

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

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

Signature of Acceptance: \_\_\_\_\_ Date \_\_\_\_\_

Exhibit AB.

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





Exhibit AC

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



Exhibit AD.

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

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

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

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

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

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

**Total Job Cost \$ 2000**

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

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

Exhibit AE.

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



# Order Confirmation

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

## Account Information

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

## Order Information

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

### Container 1 Details: 16-foot length container

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

### Container 2 Details: 16-foot length container

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

### Container 3 Details: 16-foot length container

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

## Payment Schedule

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

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

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

### **Additional placement and delivery notes**

#### **Container 1**

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

#### **Container 2**

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

#### **Container 3**

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



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

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

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

### ***Additional Terms and Conditions***

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

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

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

← Edwin, +1 912-243-5477



Jun 6, 11:47 AM

Edwin Alexander created this group with You and 1 other

Edwin Alexander



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

+1 912-243-5477



We are here

Jun 16, 9:01 AM

Please let me know how many spare tiles and bags of grout you have. You have said you will not correct problems nor complete the install. It is important for me to know what supplies are available and to have access, because it lets me know what is available to provide to another contractor and particularly availability of spare tiles will determine how much flexibility there is to complete the job if it can be salvaged. Please put any spare tiles aside, label them with my name (Wilhelmina Randtke) and contact info, and let me know how many you have?



Send message



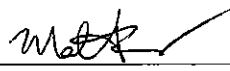
**CERTIFICATE OF SERVICE**

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

Wilhelmina Alexander  
Edwin Alexander  
204 Highland Road  
Statesboro, Georgia 30458

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

This 20<sup>TH</sup> day of October, 2022.

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

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