

IN THE STATE COURT OF BULLOCH COUNTY
STATE OF GEORGIA

MO FLO, LLC d/b/a FLOORS OUTLET,

Plaintiff,

v.

WILHELMINA ALEXANDER and EDWIN
ALEXANDER,

Defendants.

CIVIL ACTION FILE
NO. STCV2022000202

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

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

1.

Copies of any affidavits, documents, or other filing filed in this case with the Magistrate Court of Bulloch County to meet requirements of Magistrate Court Rule 31 stating, "Any officer or full-time employee of a corporation, sole proprietorship, partnership or unincorporated association may be designated by such entity as agent for purposes of representing it in civil actions to which it is a party in magistrate court. An action on behalf of a corporation, sole proprietorship, partnership, or unincorporated association, except affidavits in attachment, may be filed and presented by such designated agent. Said individual claiming to represent one of the aforementioned entities as its agent shall file with the court a sworn affidavit or otherwise provide supporting documents sufficient to establish to the court that said individual is in fact a bona fide officer or full-time employee of the entity that is a party to the action." (emphasis added).

RESPONSE:

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

2.

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

RESPONSE:

See attached the text messages shared between Mo Flo, LLC and the subcontractors involved in the April 4, 2022 contract to install tile. Mo Flo, LLC does not have any other such documents relating to the work performed by the subcontractors for the April 9, 2022 contract to install tile at 204 Highland Rd.

3.

Copies of any past contracts with the same subcontractor(s) who subcontracted to perform on the April 9, 2022 contract to install tile at 204 Highland Rd. and for which the subcontractor(s) performed work on those past contracts before May 23, 2022.

RESPONSE:

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

4.

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

RESPONSE:

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

5.

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

RESPONSE:

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

6.

Any notes or files regarding 204 Highland Rd.

RESPONSE:

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

7.

Copies of any bank statement or any other documents showing payments received by plaintiff(s) or by Floors Outlet from Wilhelmina Randtke during April 2022.

RESPONSE:

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

8.

Any documents showing supplies purchased or showing proof of payment for the supplies

used in the install at 204 Highland Rd. This should include any canceled orders and the cancellation as well as purchased and received supplies.

RESPONSE:

See attached the receipts from Happy Floors.

9.

Copies of the front and back of the stapled together April 9, 2022 contract and invoice for installation of tile at 204 Highland Rd, including the handwritten and initialed change to the grout color.

RESPONSE:

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

10.

Copies of any notes written on the back of the pages of the April 9, 2022 contract and invoice for installation of tile at 204 Highland Rd, and any additional notes, documents, or pages later attached to that packet in Floors Outlet's records.

RESPONSE:

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

11.

Copies of any documents June 1, 2022 or earlier inclusive showing funding arrangements between Brian McDonald, Randy Childs, and Prince Preston in operation of Floors Outlet, including sharing and allocation of risk, sharing and allocation of expenses, sharing and allocation of profits and losses, right of control over the business, and ownership of business capital.

RESPONSE:

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

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

12.

Copies of any documents showing personnel records or payment records regarding Brian McDonald which might tend to indicate whether he is an employee versus independent contractor versus runs a separate business versus some other relationship to plaintiff(s).

RESPONSE:

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

13.

Copies of any insurance policies applicable to the work performed and supplies consumed under the April 9, 2022 contract to install tile at 204 Highland Rd. (For purposes of determining what policies were in place, the contract was signed April 9, 2022 and workers associated with the contract were at 204 Highland Rd between May 23 and May 31 inclusive, so policies in place on those dates should be provided.)

RESPONSE:

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

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

14.

Copies of any advertising materials used to advertise tile used by Floors Outlet or its principals or other persons operating the storefront at 1267 Northside Dr. E. Statesboro, GA 30458.

RESPONSE:

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

15.

Copies of any text messages, emails, or other documents between Brian McDonald and Prince Preston sent or received between May 23, 2022 and August 1, 2022. This includes communication between only those two and communication with those two plus others such as a group text or email.

RESPONSE:

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

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

16.

Copies of any text messages, emails, or other documents between Brian McDonald and Josh White sent or received between May 23, 2022 and August 1, 2022. This includes communication between only those two and communication with those two plus others such as a group text or email.

RESPONSE:

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

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

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

17.

Copies of any text messages, emails, or other documents between Brian McDonald and subcontractors who worked at 204 Highland Rd. and which text messages were sent or received between April 9, 2022 and July 12, 2022.

RESPONSE:

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

18.

Copies of any documents showing payments to or from Brian McDonald and plaintiff(s) represented by R. Matthew Shoemaker according to his September 2, 2022 notice of appearance, including but not limited to paychecks, bonuses, commissions, and payments on contracts.

RESPONSE:

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

19.

Any licenses which were active between April 9, 2022 and May 31, 2022 and which relate to Floors Outlet or Brian McDonald being able to legally operate as a contractor.

RESPONSE:

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

20.

Complete copies of any recordings of phone calls to or from Wilhelmina Randtke (850-345-6123 or 912-478-5035) or Edwin Alexander (305-338-3329).

RESPONSE:

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

21.

Any documents showing or keeping a log or record of attempts to collect money from Wilhelmina Randtke or Edwin Alexander between May 31, 2022 and July 12, 2022.

RESPONSE:

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

This 5th day of October, 2022.



R. MATTHEW SHOEMAKER

State Bar No. 339367

Attorney for Plaintiff Mo Flo, LLC (counterclaim only)

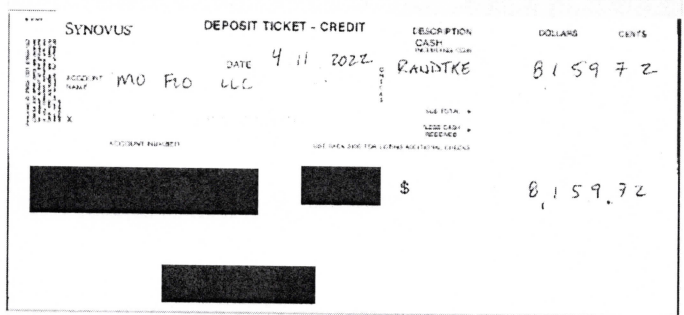
JONES CORK, LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P. O. Box 6437
Macon, Georgia 31208-6437
(478) 745-2821
(478) 743-9609 (facsimile)
matt.shoemaker@jonescork.com

Details More Details

Statement Description: DEPOSIT

Date: 4/11/2022

Type: Credit



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

← Back to Home

MoFlo Checking [REDACTED]

Last Updated: September 29, 2022 1:29 PM

Transactions Details & Settings

4500

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

MAY 31 2022 ECP INCLEARING CHECK - 1402

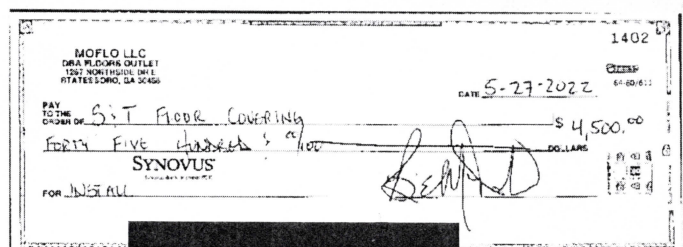
(\$4,500.00)

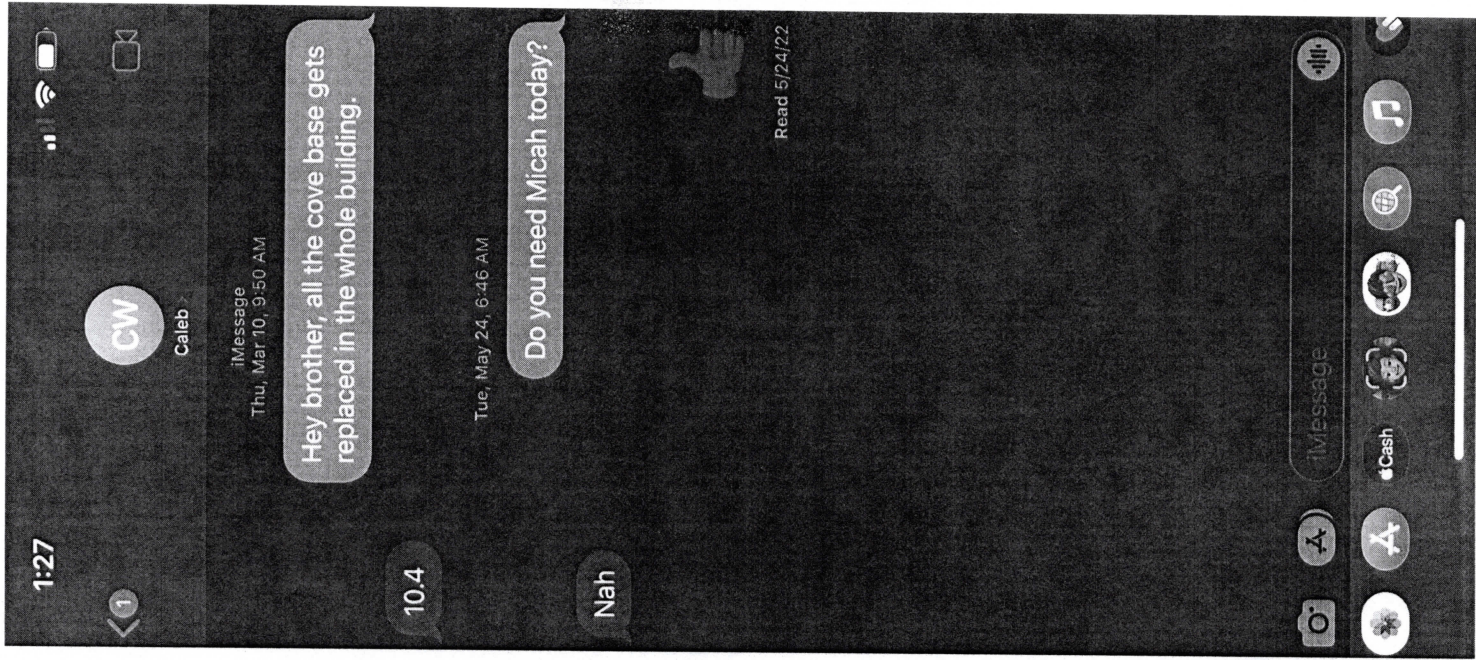
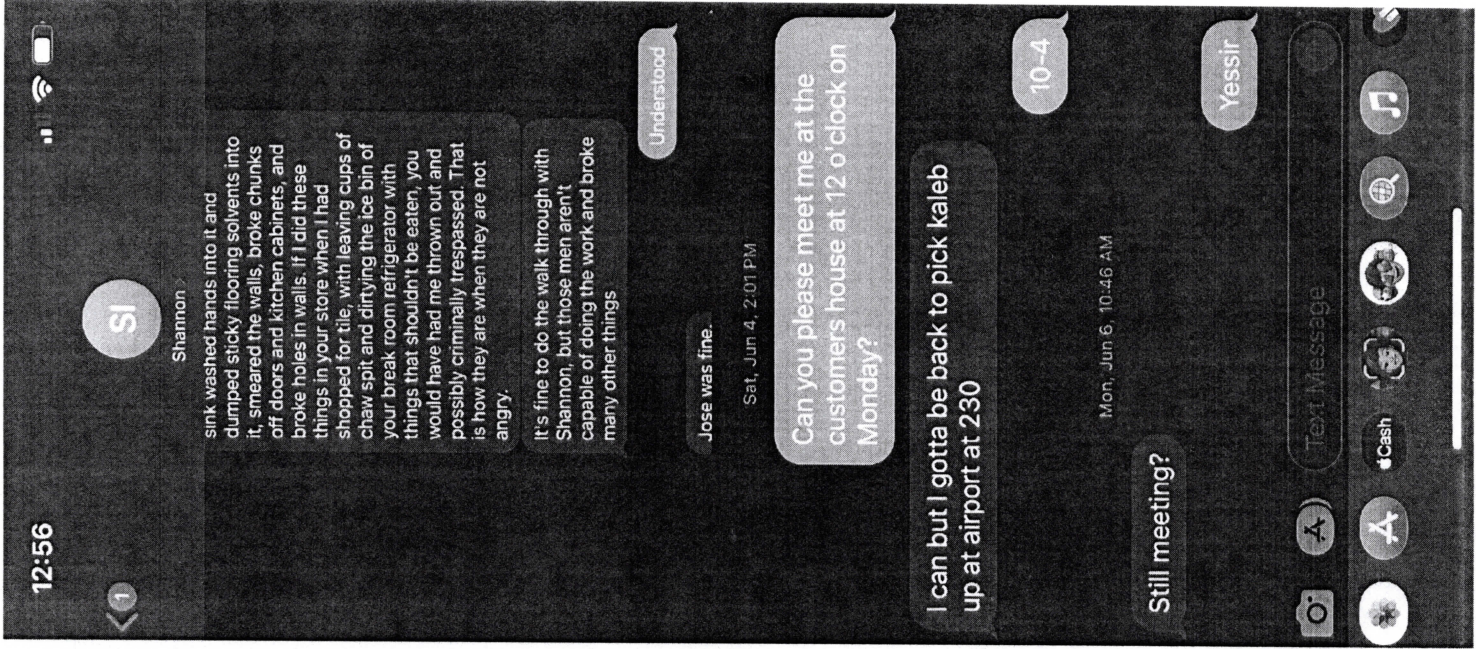
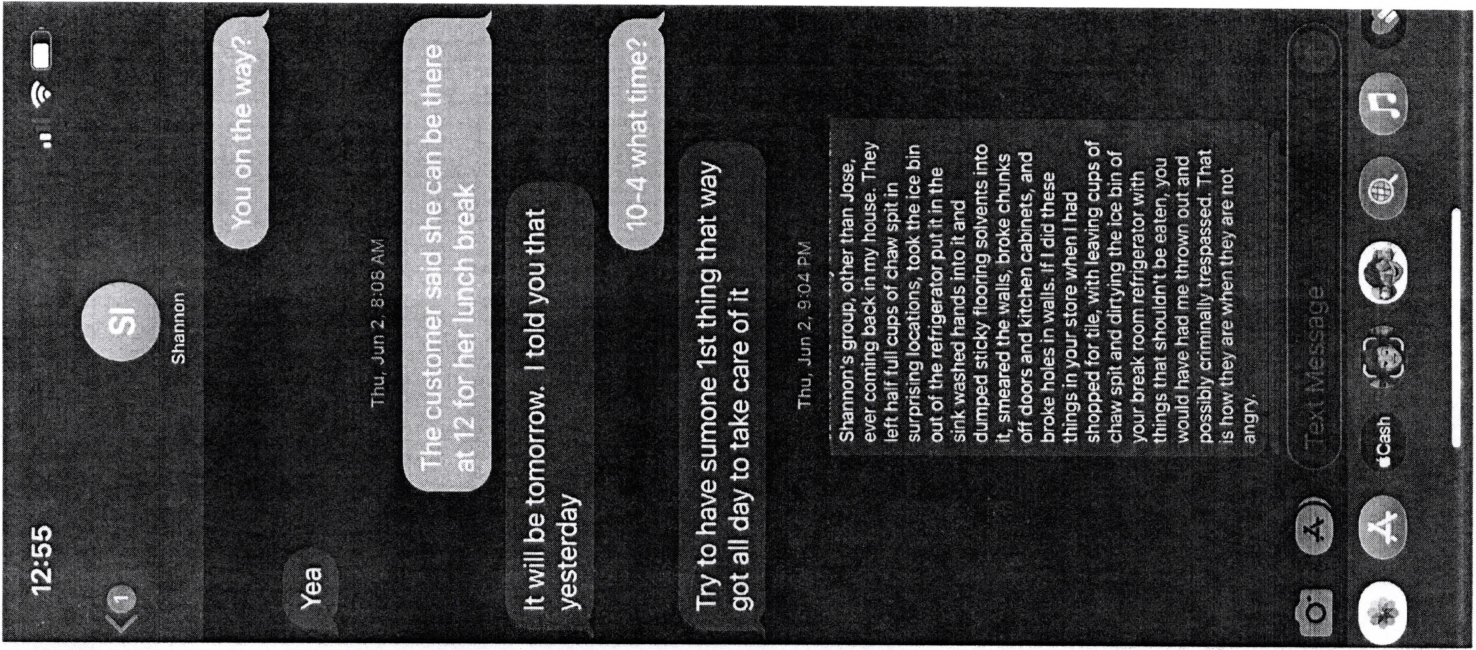
Details

Statement Description: ECP INCLEARING CHECK

Date: 5/31/2022

Type: Debit - Check 1402





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

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

INSURED P3 FLOORING LLC
SEE FORM 59270

ADDRESS 440 MATHEWS RD
STATESBORO GA 30458-4145

TAILORED PROTECTION POLICY DECLARATIONS

Reissue Effective 06-18-2021

POLICY NUMBER 214618-80260222-21

Company Use 80-46-GA-2106

Company
Bill

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

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Flooring Store

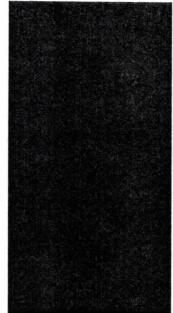
Entity: Limited Liab Corp

Program: Prime Mercantile

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

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

PREMIUM



TOTAL

PAID IN FULL DISCOUNT

TOTAL POLICY PREMIUM IF PAID IN FULL

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

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

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

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):

IL0017 (11-85) 55004 (07-12) 59392 (11-20)

A 07% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):

Comm Umb(X) Comm Auto(X) WC() Life() Personal() Farm().

A merit rating plan factor of 0.95 applies.

Countersigned By: _____

Property-Owners Ins. Co.

Issued 06-24-2021

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

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

INSURED P3 FLOORING LLC

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

54104 (07-87)

COMMERCIAL PROPERTY COVERAGE

55198 (12-10)

ENHANCED PROPERTY PLUS COVERAGE PACKAGE DECLARATION

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

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

Property-Owners Ins. Co.

Issued 06-24-2021

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

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

INSURED P3 FLOORING LLC

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

55198 (12-10)

ENHANCED PROPERTY PLUS COVERAGE PACKAGE DECLARATION

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

Forms that apply to this coverage part:

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

Coverages Provided

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

WINDSTORM OR HAIL DEDUCTIBLE

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

LOCATION 0001 - BUILDING 0001

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

Occupied As: Floor Covering Store

Secured Interested Parties: None

Rating Information

Territory: 085

County: Bulloch

Program: Prime Mercantile

Construction: Non-Comb

Protection Class: 02

Class Code: 0567

Class Rate - Pers Prop: 0.391

Class Rate - Pers Prop/Others: 0.391

Class Rate - Stock/Merchandise: 0.391

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

Property-Owners Ins. Co.




Issued 06-24-2021

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

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

INSURED P3 FLOORING LLC

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

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

Property-Owners Ins. Co.

Issued 06-24-2021

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

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

INSURED P3 FLOORING LLC

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

Forms that apply to this building:

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

COMMERCIAL PROPERTY COVERAGE - LOCATION 0001 SUMMARY

TERRORISM - CERTIFIED ACTS SEE FORM: 59352

TERRORISM COVERAGE

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

LOCATION 0001

LOCATION 0002 - BUILDING 0001

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

Occupied As: Floor Covering Store

Secured Interested Parties: None

Rating Information

Territory: 085

County: Bulloch

Program: Prime Mercantile

Construction: Masonry

Protection Class: 02

Class Code: 0567

Class Rate - Pers Prop: 0.419

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

Property-Owners Ins. Co.

Issued 06-24-2021

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

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

INSURED P3 FLOORING LLC

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

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

Forms that apply to this building:

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

COMMERCIAL PROPERTY COVERAGE - LOCATION 0002 SUMMARY

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

LOCATION 0002

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

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

Property-Owners Ins. Co.

Issued 06-24-2021

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

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

INSURED P3 FLOORING LLC

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

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

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

AUDIT TYPE: Annual Audit

Forms that apply to this coverage:

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

LOCATION 0001 - BUILDING 0001

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

Territory: 003

County: Bulloch

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

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY

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

LOCATION 0001

Property-Owners Ins. Co.

Issued 06-24-2021

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

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

INSURED P3 FLOORING LLC

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

LOCATION 0002 - BUILDING 0001

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

Territory: 003

County: Bulloch

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

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0002 SUMMARY

TERRORISM - CERTIFIED ACTS SEE FORM: 59351

TERRORISM COVERAGE

A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 55405, 59392

LOCATION 0002

EMPLOYMENT PRACTICES LIABILITY COVERAGE

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

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

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

Retroactive Date:

EPL Coverage Period:

06-18-2021 to 06-18-2022

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

Property-Owners Ins. Co.

Issued 06-24-2021

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

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

INSURED P3 FLOORING LLC

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

16198 (07-87)

COMMERCIAL INLAND MARINE COVERAGE

16436 (12-06)

ENHANCED CONTRACTORS INLAND MARINE PLUS COVERAGE PACKAGE

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

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

Forms that apply to this coverage package:

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

COVERAGES PROVIDED

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

Forms that apply to Inland Marine:

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

LOCATION 0001 - BUILDING 0001

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

Property-Owners Ins. Co.

Issued 06-24-2021

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

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

INSURED P3 FLOORING LLC

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

Rating Information for Enhanced Contractors Inland Marine Plus Coverage Package

Territory: 016

County: Bulloch

Program: Prime Mercantile

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

Forms that apply to this location:

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

COMMERCIAL INLAND MARINE COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59351	
TERRORISM COVERAGE	
A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 16381, 59392	
LOCATION 0001	

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

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

NAMED INSURED SCHEDULE

P3 FLOORING LLC
DBA CONTRACTOR WHOLESALE FLOORING

MOFLO, LLC
ENTITY: LIMITED LIABILITY COMPANY

Fwd: Final Pay Request

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

Thu, Aug 18, 2022 at 1:52 PM

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

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

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

Brian,

You, your business partner Prince Preston, and Shannon Warren owner of your subcontractor all viewed the extensive problems with the floor and damage to other things when you came to my house on June 6. Nevertheless, in the interests of documenting, here are examples of the bad install and damage: https://drive.google.com/file/d/1y_xbfeN89Az11x83n2A48JEdKlvKaCfL/view?usp=sharing (filename 2022_06_18_picsOfFloorsOutletBotchedTileInstallPics.pdf). These are examples but not a photograph of every problem. For example, all edges are jagged, and all walls are dirtied and smeared. Jagged edges, cracks, incomplete grout, and lippage is everywhere. I am unsure of how to photograph extensive lippage, so I don't have pics of that, but you came and saw it.

These are the issues I will have to get addressed.

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

-Wilhelmina

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

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

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

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

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

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

-Wilhelmina

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

After doing some research online, we have found that it would be really difficult for us to satisfy you on this tile job. We do not intend to come back to your house to do any type of work. What dollar amount of discount of the remaining \$8,159.72 would you consider fair? Please let us know as soon as possible.

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

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

There are 3 issues here:

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

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

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

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

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

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

-Wilhelmina Randtke

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

Please remit payment for the adjusted invoice immediately.

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

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

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

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

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

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

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

-Wilhelmina

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

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

Thank you,

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

From: Final Pay Request

1 message

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

Thu, Aug 18, 2022 at 1:52 PM

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

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

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

Brian,

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

These are the issues I will have to get addressed.

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

-Wilhelmina

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

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

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

image0.jpeg

Sent from my iPhone

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

Brian,

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

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

-Wilhelmina

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

Brian,

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

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

Thanks so much for any assistance.

-Wilhelmina

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

Thu, Aug 18, 2022 at 1:53 PM

[Quoted text hidden]

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

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

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

-Wilhelmina

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

After doing some research online, we have found that it would be really difficult for us to satisfy you on this tile job. We do not intend to come back to your house to do any type of work. What dollar amount of discount of the remaining \$8,159.72 would you consider fair? Please let us know as soon as possible.

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

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

There are 3 issues here:

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

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

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

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

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

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

-Wilhelmina Randtke

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

Please remit payment for the adjusted invoice immediately.

Thank you,

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

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

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

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

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

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

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

-Wilhelmina

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

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

Thank you,

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



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

2 messages

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

Wed, Jun 29, 2022 at 4:43 PM

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

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

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

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

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

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

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

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

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

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

-Wilhelmina

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

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

Insured: P3 Flooring, LLC

Policy Number: TES4015815

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

NAMED INSURED: P3 Flooring, LLC Fein: 472978038
DBA: Contractor Wholesale Floors

WORKPLACES: Location Number 1.
440 Mathews Road
Statesboro, GA 30458

NAMED INSURED: MoFlow, LLC Fein: 842854778
DBA: Floors Outlet

WORKPLACES: Location Number 2.
1267 Northside Dr
Statesboro, GA 30458

Josh

f outlet floors

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

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

Cell: (850)-345-6123

Measure for: Eternity Almond 12x12, Grout: Hickory

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

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

Remaining Balance: \$8,159.72

6/7/2022

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

Floors Outlet Installation Contract

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

Product: Eternity Almond: 12x12, Mapei: Hickory

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

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

Provide Materials (product name): Eternity Almond 12x12

Installation services such as, Mapei: Hickory

- Remove & Dispose existing flooring (if any)
- Remove and reinstall appliances
- Remove and reinstall doors (if necessary)
- Set aside/put back furniture but limited to: Heavy items that customer(s) prefers to be moved
- Install all of the materials for designated areas
- Clean area after installation is complete

→ April 30 change to Mocha
EA

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

Remove any perishable items that includes,

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

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

One Year Installation Warranty

Free Flooring Cleaner for LIFE! (with flooring kit)

Contractor signature: [Signature]

→ 4/30/22 [Signature]

Customer(s) signature: [Signature]

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

April 9, 2022

Date

Pay to the
Order of

Floors Outlet

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

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

Dollars



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

For

materials + damp payment on tile install 157 floor 204 Highland Rd

[Signature]

MP

© 2012 Wells Fargo Bank, N.A. All rights reserved.

**HAPPY FLOORS**

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

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

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

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

Order 20001974638
 Date 4/18/2022
 Purchase Order Number 573042
 Side Mark
 Shipping Method SOUTHEASTERN
 Salesperson ID 13
 Due Date 4/12/2022
 Created By janay.s
 Estimated Delivery Date 4/20/2022

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

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

PAID IN FULL

Order Terms:

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

**HAPPY FLOORS**

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

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

Invoice 02394335

Date 4/18/2022

Purchase Order Number 573042

Side Mark

Shipping Method SOUTHEASTERN

Salesperson ID 13

Due Date 5/3/2022

Estimated Delivery Date 4/20/2022

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

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

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

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

Order Terms:

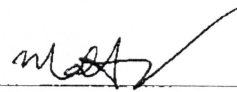
Tile products are subject to standard variances and shade variations resulting from the manufacturing process. All product is deemed accepted by Buyer upon delivery. Claims for shortage, damage, or other issues must be recorded on the receiving documents and reported within 24 hours. All returns must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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served a copy of the within and foregoing **PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS** upon all parties to this matter by depositing a true copy of same in the U.S. Mail, proper postage prepaid, addressed to all parties and counsel of record as follows:

Wilhelmina Randtke
Edwin Alexander
204 Highland Road
Statesboro, Georgia 30458

This 5th day of October, 2022.



R. MATTHEW SHOEMAKER

State Bar No. 339367

Attorney for Plaintiff Mo Flo, LLC (counterclaim only)

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

IN THE STATE COURT OF BULLOCH COUNTY
STATE OF GEORGIA

MO FLO, LLC d/b/a FLOORS OUTLET,

Plaintiff,

v.

WILHELMINA ALEXANDER and
EDWIN ALEXANDER,

Defendants.

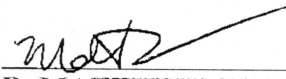
CIVIL ACTION FILE
NO. STCV2022000202

RULE 5.2 CERTIFICATE

This is to certify that I served a true and correct copy of the foregoing **PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS** upon the following parties in this case electronically and by depositing said copies in the United States mail with adequate postage affixed thereto as follows:

Wilhelmina Randtke
Edwin Alexander
204 Highland Road
Statesboro, Georgia 30458

This 07~~11~~ day of October, 2022.



R. MATTHEW SHOEMAKER
State Bar No. 339367
Attorney for Plaintiff Mo Flo, LLC (counterclaim only)

JONES CORK, LLP
435 Second Street
Fifth Floor, SunTrust Bank Building
P. O. Box 6437
Macon, Georgia 31208-6437
(478) 745-2821

(478) 743-9609 (facsimile)
matt.shoemaker@jonescork.com