

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

MO FLO, LLC dba FLOORS OUTLET,

Plaintiff,

v.

**WILHELMINA ALEXANDER and EDWIN
ALEXANDER,**

Defendants.

**CIVIL ACTION FILE
NO. STCV2022000202**

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

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

1.

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

RESPONSE:

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

2.

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

RESPONSE:

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

3.

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

RESPONSE:

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

4.

Admit that P3 Flooring, LLC (GA Corporations Division control number 15011444) ratified the April 9, 2022 contract to install tile at 204 Highland Rd.

RESPONSE:

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

5.

Admit that within this case, Plaintiff(s) have used "Mo Flo LLC" and "Mo Flo, LLC" to refer to MoFlo, LLC (GA Corporations Division control number 19113366) and represent a single entity.

RESPONSE:

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

6.

Admit that in Plaintiff(s) July 12, 2022 Statement of Claim, "Mo Flo LLC" is ambiguous in that "Mo Flo LLC" was not the name of any registered corporation in Georgia either before July

12, 2022 or on July 12, 2022.

RESPONSE:

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

7.

Admit that in Plaintiff(s) July 12, 2022 Statement of Claim, "Mo Flo LLC" refers to an undisclosed principal of the April 9, 2022 contract to install tile at 204 Highland Rd.

RESPONSE:

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

8.

Admit that the September 2, 2022 Notice of Appearance for representing client "Mo Flo, LLC" and listing the parties in the header as "Mo Flo, LLC" and "DBA Floors Outlet" indicates representation of "Mo Flo, LLC" only but not representation of "DBA Floors Outlet".

RESPONSE:

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

9.

Admit that the September 2, 2022 Notice of Appearance for representing client "Mo Flo, LLC" and listing the parties in the header as "Mo Flo, LLC" and "DBA Floors Outlet" does not indicate representation of MoFlo, LLC (GA Corporations Division control number 19113366).

RESPONSE:

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

10.

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

RESPONSE:

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

11.

Admit that on July 12, 2022, Brian McDonald signed a Statement of Claim filed in the Magistrate Court of Bulloch County in his capacity as owner of Floors Outlet.

RESPONSE:

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

12.

Admit that on July 12, 2022, Brian McDonald signed a Statement of Claim filed in the Magistrate Court of Bulloch County in his capacity as partner owning Floors Outlet.

RESPONSE:

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

13.

Admit that on July 12, 2022, Brian McDonald signed a Statement of Claim filed in the Magistrate Court of Bulloch County in his capacity as employee of MoFlo, LLC (GA Corporations Division control number 19113366).

RESPONSE:

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

Request No. 13.

14.

Admit that on July 12, 2022, Brian McDonald signed a Statement of Claim filed in the Magistrate Court of Bulloch County in his capacity as employee of P3 Flooring, LLC (GA Corporations Division control number 15011444).

RESPONSE:

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

15.

Admit that Brian McDonald did not file any document in Magistrate Court to meet requirements of Magistrate Court Rule 31 stating, "Any officer or full-time employee of a corporation, sole proprietorship, partnership or unincorporated association may be designated by such entity as agent for purposes of representing it in civil actions to which it is a party in magistrate court. An action on behalf of a corporation, sole proprietorship, partnership, or unincorporated association, except affidavits in attachment, may be filed and presented by such designated agent. Said individual claiming to represent one of the aforementioned entities as its agent shall file with the court a sworn affidavit or otherwise provide supporting documents sufficient to establish to the court that said individual is in fact a bona fide officer or full-time employee of the entity that is a party to the action." (emphasis added).

RESPONSE:

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

16.

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

RESPONSE:

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

17.

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

RESPONSE:

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

18.

Admit that on April 9, 2022, Floors Outlet was a common law partnership with Brian McDonald and Prince Preston as partners (whether inclusive or exclusive of other partners).

RESPONSE:

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

19.

Admit that on April 9, 2022, Floors Outlet was a common law partnership with Brian McDonald, Prince Preston, and Randy Childs as partners (whether inclusive or exclusive of other partners).

RESPONSE:

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

20.

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

RESPONSE:

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

21.

Admit that on April 9, 2022, Floors Outlet was an unrecorded fictitious name for MoFlo, LLC (GA Corporations Division control number 19113366). For this request for admission, recorded means recorded with the Superior Court of Bulloch County.

RESPONSE:

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

22.

Admit that on April 9, 2022, Floors Outlet was a recorded fictitious name for MoFlo, LLC (GA Corporations Division control number 19113366). For this request for admission, recorded means recorded with the Superior Court of Bulloch County.

RESPONSE:

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

23.

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

RESPONSE:

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

24.

Admit that on April 9, 2022, Floors Outlet was an unrecorded fictitious name for P3 Flooring, LLC (GA Corporations Division control number 15011444). For this request for admission, recorded means recorded with the Superior Court of Bulloch County.

RESPONSE:

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

25.

Admit that on April 9, 2022, Floors Outlet was a recorded fictitious name for P3 Flooring, LLC (GA Corporations Division control number 15011444). For this request for admission, recorded means recorded with the Superior Court of Bulloch County.

RESPONSE:

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

26.

Admit that Wilhelmina Randtke and Edwin Alexander entered a contract with Brian McDonald as Contractor on April 9, 2022 for flooring installation at 204 Highland Rd. and supplies.

RESPONSE:

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

27.

Admit that Wilhelmina Randtke and Edwin Alexander entered a contract with Brian McDonald as Contractor on April 9, 2022 for flooring installation at 204 Highland Rd. and supplies at a full price of \$16,716.44 with a discount bringing the price to \$16,319.44.

RESPONSE:

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

28.

Admit that on April 30, 2022, Defendant(s) met with Brian McDonald at the Floors Outlet store at 1267 Northside Drive East and signed or initialed a change to the April 9, 2022 contract to install tile at 204 Highland Rd. changing the grout color.

RESPONSE:

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

28.

29.

Admit that the change to grout color was at the request of Brian McDonald or Josh White who requested the change by explaining that the originally selected grout color was backordered and a similar color was in stock.

RESPONSE:

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

30.

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

RESPONSE:

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

31.

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

RESPONSE:

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

32.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd did not indicate "Mo Flo LLC", "Mo Flo, LLC", nor "MoFlo, LLC" as parties to the contract.

RESPONSE:

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

33.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd did not indicate "P3 Flooring, LCC" as a party to the contract.

RESPONSE:

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

34.

Admit that under the April 9, 2022 contract to install tile at 204 Highland Rd, half the money was due at signing and half was due two days after contract completion.

RESPONSE:

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

35.

Admit that Floors Outlet took a down payment of \$8,159.72 by check from Wilhelmina Randtke made out to Floors Outlet endorsed by Wilhelmina Randtke on April 9, 2022 and posted April 11, 2022.

RESPONSE:

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

remaining allegations contained in Request No. 35.

36.

Admit that MoFlo, LLC (GA Corporations Division control number 19113366) took a down payment of \$8,159.72 by check from Wilhelmina Randtke made out to Floors Outlet endorsed by Wilhelmina Randtke on April 9, 2022 and posted April 11, 2022.

RESPONSE:

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

37.

Admit that P3 Flooring, LLC (GA Corporations Division control number 15011444) took a down payment of \$8,159.72 by check from Wilhelmina Randtke made out to Floors Outlet endorsed by Wilhelmina Randtke on April 9, 2022 and posted April 11, 2022.

RESPONSE:

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

38.

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

RESPONSE:

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

39.

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

RESPONSE:

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

40.

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

RESPONSE:

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

41.

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

RESPONSE:

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

42.

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

RESPONSE:

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

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

43.

Admit that on April 9, 2022, Brian McDonald was covered by workers compensation insurance under a policy issued to MoFlo, LLC (GA Corporations Division control number 19113366).

RESPONSE:

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

44.

Admit that on April 9, 2022, Brian McDonald was covered by workers compensation insurance under a policy issued to P3 Flooring, LLC (GA Corporations Division control number 15011444).

RESPONSE:

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

45.

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

RESPONSE:

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

46.

Admit that Brian McDonald was a licensed general contractor on April 9, 2022, according to licensing requirements in OCGA Title 43, Chapter 41, Residential and General Contractors.

RESPONSE:

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

47.

Admit that Brian McDonald was a licensed residential contractor on April 9, 2022, according to licensing requirements in OCGA Title 43, Chapter 41, Residential and General Contractors.

RESPONSE:

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

48.

Admit that Brian McDonald was operating as a contractor under the specialty contractor exemption on April 9, 2022, according to licensing requirements in OCGA Title 43, Chapter 41, Residential and General Contractors.

RESPONSE:

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

49.

Admit that Brian McDonald was an unlicensed contractor (not a licensed general contractor, not a licensed residential contractor, and not under the specialty contractor exemption) on April 9, 2022, according to licensing requirements in OCGA Title 43, Chapter 41, Residential and General Contractors.

RESPONSE:

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

50.

Admit that no employee, partner, or officer of Floors Outlet or its principals was a licensed general contractor on April 9, 2022, according to licensing requirements in OCGA Title 43, Chapter 41, Residential and General Contractors.

RESPONSE:

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

51.

Admit that no employee, partner, or officer of Floors Outlet or its principals was a licensed residential contractor on April 9, 2022, according to licensing requirements in OCGA Title 43, Chapter 41, Residential and General Contractors.

RESPONSE:

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

52.

Admit that no employee, partner, or officer of Floors Outlet or its principals was a licensed specialty contractor on April 9, 2022, according to licensing requirements in OCGA Title 43, Chapter 41, Residential and General Contractors.

RESPONSE:

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

53.

Admit that the City of Statesboro Code of Ordinances Sec. 18-104. - Occupation tax levied; computation of full-time employees; occupation tax schedule; limitations available at https://library.municode.com/gaistatesboro/codes/code_ofordinances?nodeld=PTIICOORCH18BUARTVADFEREFEOCTAS18-1040CTALECOFUMEEMOCTASCLI and attached to this Request for Admissions is a true and correct copy of the Statesboro Code of Ordinances, section 18-104 and was effective and in force April 9, 2022.

RESPONSE:

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

54.

Admit that on April 9, 2022, Floors Outlet was required to have a local business license according to the City of Statesboro Code of Ordinances Sec. 18-104. - Occupation tax levied; computation of full-time employees; occupation tax schedule; limitations available at https://library.municode.com/gaistatesboroicodes/code_of_ordinances?nodeld=PTIICOORCH18BUARTVADFEREFEOCTA_S18-104OCTALECOFUMEEMOCTASCLI. Attached to this Request for Admissions is a true and correct copy of the Statesboro Code of Ordinances, section 18-104.

RESPONSE:

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

55.

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

RESPONSE:

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

56.

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

RESPONSE:

Mo Flo, LLC objects to Request No. 56 as vague, ambiguous, overbroad, argumentative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objections, Mo Flo, LLC admits that it has a business license with the City of Statesboro.

57.

Admit that on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) was required to have a local business license according to the City of Statesboro Code of Ordinances Sec. 18-104. - Occupation tax levied; computation of full-time employees; occupation tax schedule; limitations available at https://library.municode.com/gaistatesboro/codes/code_of_ordinances?nodeld=PTIICOORCH18BU_ARTVADFEREFEOCTA_S18-1040CTALECOFUMEEMOCTASCLI.

RESPONSE:

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

58.

Admit that on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) had a location or office within the City of Statesboro.

RESPONSE:

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

59.

Admit that on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) did not have a local business license with the City of Statesboro.

RESPONSE:

Mo Flo, LLC objects to Request No. 59 as vague, ambiguous, overbroad, argumentative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objections, Mo Flo, LLC admits that it has a business license with the City of Statesboro.

60.

Admit that on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) was required to have a local business license according to the City of Statesboro Code of Ordinances Sec. 18-104. - Occupation tax levied; computation of full-time employees; occupation tax schedule; limitations available at https://library.municode.com/gaistatesboro/codes/codeof_ordinances?nodeld=PTIICOOR_CH18BUARTVADFEREFEOCTA_S18-104OCTALECOFUMEEEMOCTASCLI.

RESPONSE:

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

61.

Admit that on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) had a location or office within the City of Statesboro.

RESPONSE:

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

62.

Admit that on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) did not have a local business license with the City of Statesboro.

RESPONSE:

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

63.

Admit that labor performed at 204 Highland Rd to fulfill the April 9, 2022 contract was performed by Shannon Warren's company or its subcontractors. For purposes of this Request for Admission, treat misspellings of "Shannon Warren" as equivalent to Shannon Warren.

RESPONSE:

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

64.

Admit that on May 27, 2022, Brian McDonald wrote a single check to a subcontractor for all labor on the April 9, 2022 contract to install tile at 204 Highland Rd.

RESPONSE:

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

65.

Admit that between May 26 and June 1, 2022 inclusive, Brian McDonald wrote a single check to a subcontractor for all labor on the April 9, 2022 contract to install tile at 204 Highland

Rd.

RESPONSE:

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

66.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that quarterround was not completely installed in violation of the contract provision requiring Contractor to "Install all of the materials for the designated areas". Large runs of quarterround were not caulked, while it is the practice of Floors Outlet's or its principal's subcontractors to caulk quarterround.

RESPONSE:

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

67.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that grout was not completely installed in violation of the contract provision requiring Contractor to "Install all of the materials for the designated areas". Grout was installed but it had large gaps and holes.

RESPONSE:

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

No. 67.

68.

Admit that the original April 9, 2022 contract to install tile at 204 Highland Rd was to install Hickory grout from Mapei. The April 30, 2022 revision changed the color to Mocha grout from Mapei.

RESPONSE:

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

69.

Admit that the April 30, 2022 revision to the April 9, 2022 contract to install tile at 204 Highland Rd was made at the suggestion of Brian McDonald or Josh White with the explanation that Hickory grout from Mapei was out of stock and back ordered while other colors including Mocha grout from Mapei were in stock and if ordered could arrive promptly.

RESPONSE:

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

70.

Admit that grout installed under the April 9, 2022 contract to install tile at 204 Highland Rd was mixed to different consistencies such that color varies from location to location. The color variation in grout installed at 204 Highland Rd is greater than the color variation between Hickory grout and Mocha grout from Mapei.

RESPONSE:

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

71.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that furniture which had been moved to the garage or cover porch by Floors Outlet or its subcontractor(s) was not placed back in the house in violation of the contract provision requiring Contractor to "Set aside/put back furniture but limited to: Heavy items that customer(s) prefers to be moved".

RESPONSE:

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

72.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that thinset smeared and dripped on the brick porch was not cleaned in violation of the contract provision requiring Contractor to "Clean area after installation is complete".

RESPONSE:

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

73.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that thinset splattered on the brick siding was not cleaned in violation of the contract provision requiring Contractor to "Clean area after installation is complete".

RESPONSE:

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

74.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that grout and thinset smeared on interior walls was not cleaned in violation of the contract provision requiring Contractor to "Clean area after installation is complete".

RESPONSE:

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

75.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that grout and thinset smeared on interior doors was not cleaned in violation of the contract provision requiring Contractor to "Clean area after installation is complete".

RESPONSE:

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

76.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that grout and thinset smeared on kitchen cabinets was not cleaned in violation of the contract provision requiring Contractor to "Clean area after installation is complete".

RESPONSE:

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

77.

Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd put a doorknob through the drywall in the dining room resulting in a hole in the drywall.

RESPONSE:

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

78.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that breaking the hole in the dry wall in the dining room at 204 Highland Rd and not patching the hole and matching paint violated the contract provision requiring Contractor to "Clean area after installation is complete".

RESPONSE:

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

79.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that breaking the hole in the dry wall in the dining room at 204 Highland Rd and not patching the hole and matching paint violated the duty to perform a construction contract in a workmanlike manner.

RESPONSE:

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

80.

Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd broke a piece off a kitchen cabinet door.

RESPONSE:

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

81.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that breaking a piece off the kitchen cabinet at 204 Highland Rd and not repairing and matching paint violated the contract provision requiring Contractor to "Clean area after installation is complete".

RESPONSE:

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

82.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that breaking a piece off the kitchen cabinet at 204 Highland Rd and not repairing and matching paint violated the duty to perform a construction contract in a workmanlike manner.

RESPONSE:

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

83.

Admit that on April 9, 2022, the display floor in the Floors Outlet showroom at 1267 Northside Dr E, Statesboro, GA 30458 included sections completed in porcelain tile. On April 9, 2022, no tiles used in the display floor were cracked.

RESPONSE:

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

84.

Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd broke tiles into pieces while cutting and installed broken pieces of tile next to one another pieced together to recreate the tile.

RESPONSE:

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

85.

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

RESPONSE:

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

86.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that installing cracked tile at 204 Highland Rd resulted in installation of a different quality of floor than that represented as being sold by way of showing the display floor of uncracked porcelain tiles shown to Defendants on April 9, 2022 at the Floors Outlet showroom at 267 Northside Dr E, Statesboro, GA 30458.

RESPONSE:

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

87.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that installing cracked tile at 204 Highland Rd violated the duty to perform a construction contract in a workmanlike manner.

RESPONSE:

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

88.

Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd made all cuts to tile with a wet saw. (For purposes of this Request for Admission, using a garden hose to drip water onto the blade of an angle grinder while cutting should not be considered to be using a wet saw.)

RESPONSE:

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

89.

Admit that dry cut tiles represent approximately 28% of tiles installed under the April 9, 2022 contract to install tile at 204 Highland Rd.

RESPONSE:

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

90.

Admit that dry cut tiles represent more than 20% of tiles installed under the April 9, 2022 contract to install tile at 204 Highland Rd.

RESPONSE:

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

91.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that instructions on the boxes in which the tile was packed indicate to wet cut and not to dry cut tile such that dry cutting the tile reduced the quality of supplies to below what was contracted for.

RESPONSE:

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

92.

Admit that tiles installed at 204 Highland Rd which were cut, were cut with jagged, flaked, or wavy edges rather than smooth cut edges.

RESPONSE:

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

93.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that cutting tile with flaked, jagged, or wavy edges violated the duty to perform a construction contract in a workmanlike manner.

RESPONSE:

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

94.

Admit that replacement of tiles along walls, such as tiles which were cut to size in order to fit along a wall, requires removal and reinstallation of quarterround.

RESPONSE:

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

95.

Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd made 25% or fewer of cuts to tile with an angle grinder or dry saw rather than a wet saw. (For purposes of this Request for Admission, using a garden hose to drip water onto the blade of an angle grinder while cutting should not be considered to be using a wet saw.)

RESPONSE:

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

96.

Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd made 25% to 50% of cuts to tile with an angle grinder or dry saw rather than a wet saw. (For purposes of this Request for Admission, using a garden hose to drip water onto the blade of an angle grinder while cutting should not be considered to be using a wet saw.)

RESPONSE:

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

97.

Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd made 51% to 75% of cuts to tile with an angle grinder or dry saw rather than a wet saw. (For purposes of this Request for Admission, using a garden hose to drip water onto the blade of an angle grinder while cutting should not be considered to be using a wet saw.)

RESPONSE:

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

98.

Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd made 76% or greater of cuts to tile with an angle grinder or dry saw rather than a wet saw. (For purposes of this Request for Admission, using a garden hose to drip water onto the blade of an angle grinder while cutting should not be considered to be using a wet saw.)

RESPONSE:

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

99.

Admit that workers under the April 9, 2022 contract to install tile at 204 Highland Rd made all cuts to tile with an angle grinder or dry saw rather than a wet saw. (For purposes of this Request for Admission, using a garden hose to drip water onto the blade of an angle grinder while cutting should not be considered to be using a wet saw.)

RESPONSE:

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

100.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that while disconnecting or reconnecting the washing machine a worker performing under the April 9, 2022 contract damaged the washing machine hookup in violation of the contract provision requiring Contractor to "Remove and reinstall appliances".

RESPONSE:

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

101.

Admit that disconnecting or reconnecting a washing machine or refrigerator to a plumbing system is "plumbing", according to OCGA 43-14-2 which defines plumbing as ""Plumbing" means the practice of installing [. . .] appliances [. . .] in connection with [. . .] public or private water supply systems within or adjacent to any building, structure, or conveyance [.]".

RESPONSE:

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

102.

Admit that all labor under the April 9, 2022 contract to install tile at 204 Highland Rd was performed under a single subcontract from Floors Outlet or its principal(s) to the same subcontractor.

RESPONSE:

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

103.

Admit that labor under the April 9, 2022 contract to install tile at 204 Highland Rd was performed under a subcontract with labor charges in excess of \$2,500. If multiple subcontractors were used, answer affirmatively if at least one subcontract included labor charges in excess of \$2,500.

RESPONSE:

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

104.

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

RESPONSE:

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

105.

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

RESPONSE:

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

106.

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

RESPONSE:

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

107.

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

RESPONSE:

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

108.

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

RESPONSE:

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

109.

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

RESPONSE:

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

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

110.

Admit that the tile flooring installed at 204 Highland Rd is installed more than 10% below industry standards (11% to 100% below industry standards).

RESPONSE:

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

111.

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

RESPONSE:

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

112.

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

RESPONSE:

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

113.

Admit that the April 9, 2022 contract to install tile at 204 Highland Rd was not completed in that installing tile below industry standards violated the duty to perform a construction contract in a workmanlike manner.

RESPONSE:

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

114.

Admit that a United States penny is 1.52mm thick.

RESPONSE:

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

115.

Admit that a United States penny is approximately 1/16 inch thick (the thickness of a penny rounds to 0.06 inches and 1/16 inch rounds to 0.06 inches).

RESPONSE:

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

116.

Admit that the spec sheet included as Exhibit Z to Defendants' Answer filed on August 9, 2022 in this case is a true and accurate spec sheet for the tile in the April 9, 2022 contract to install tile at 204 Highland Rd. Because the Magistrate Court of Bulloch County altered the record in that the Magistrate Court printed out Exhibits in black and white on a low quality printer and then scanned them which greatly reduced legibility, refer to Exhibit Z as posted at <https://happy-floors.s3.us-west-tamazonaws.com/production%2F2021-01-12%2FEternity-1.pdf-a6732393-38a5-4c89-9677-3deda5313e71.pdf> (an incoming link is posted from the "Brochure" link available at <https://wmv.happy-floors.com/product/eternity/>). A printout of the spec sheet is enclosed as an attachment.

RESPONSE:

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

117.

Admit that lippage of more than 1/32 inch is unacceptable for the tile in the April 9, 2022 contract to install tile at 204 Highland Rd.

RESPONSE:

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

118.

Admit that lippage of more than 1/16 inch is unacceptable for the tile in the April 9, 2022 contract to install tile at 204 Highland Rd.

RESPONSE:

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

119.

Admit that lippage of more than 3/32 inch is unacceptable for the tile in the April 9, 2022 contract to install tile at 204 Highland Rd.

RESPONSE:

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

120.

Admit that lippage of more than 1/8 inch is unacceptable for the tile in the April 9, 2022 contract to install tile at 204 Highland Rd.

RESPONSE:

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

121.

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

RESPONSE:

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

122.

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

RESPONSE:

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

123.

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

RESPONSE:

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

124.

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

RESPONSE:

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

125.

Admit that 204 Highland Rd is concrete slab construction.

RESPONSE:

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

126.

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

RESPONSE:

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

127.

Admit that removal of tile flooring from a concrete slab destroys all installed materials such as tile, grout, and thinset, such that they cannot be reused nor reinstalled.

RESPONSE:

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

128.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, Floors Outlet would charge \$16,319.44.

RESPONSE:

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

129.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and to get to the same install contracted for on April 9, 2022, Floors Outlet would charge more than \$16,319.44 (representing additional costs to remove tile over the preexisting flooring).

RESPONSE:

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

contained in Request No. 129.

130.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, Floors Outlet would charge \$16,719.44.

RESPONSE:

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

131.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, Floors Outlet would charge more than \$16,719.44 (representing additional costs to remove tile over removal of carpet and laminate).

RESPONSE:

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

132.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, Floors Outlet would charge

\$22,261.94 (representing additional costs to remove tile over removal of carpet and laminate).

RESPONSE:

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

133.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, Floors Outlet would charge more than \$22,261.94 (representing additional costs to remove tile over removal of carpet and laminate).

RESPONSE:

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

134.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, Floors Outlet would charge \$22,661.94 (representing additional costs to remove tile over removal of carpet and laminate).

RESPONSE:

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

135.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, Floors Outlet would charge more than \$22,661.94 (representing additional costs to remove tile over removal of carpet and laminate).

RESPONSE:

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

136.

Admit that to remove the tile flooring at 204 Highland Rd, MoFlo, LLC (GA Corporations Division control number 19113366) would charge \$5.00 per square foot to remove tile.

RESPONSE:

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

137.

Admit that to remove the tile flooring at 204 Highland Rd, MoFlo, LLC (GA Corporations Division control number 19113366) would charge more than \$5.00 per square foot to remove tile.

RESPONSE:

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

138.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) would charge \$16,319.44.

RESPONSE:

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

139.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and to get to the same install contracted for on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) would charge more than \$16,319.44 (representing additional costs to remove tile over the preexisting flooring).

RESPONSE:

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

140.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) would charge \$16,719.44.

RESPONSE:

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

141.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) would charge more than \$16,719.44 (representing additional costs to remove tile over removal of carpet and laminate).

RESPONSE:

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

142.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) would charge \$22,261.94 (representing additional costs to remove tile over removal of carpet and laminate).

RESPONSE:

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

No. 142.

143.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) would charge more than \$22,261.94 (representing additional costs to remove tile over removal of carpet and laminate).

RESPONSE:

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

144.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) would charge \$22,661.94 (representing additional costs to remove tile over removal of carpet and laminate).

RESPONSE:

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

145.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, MoFlo, LLC (GA Corporations Division control number 19113366) would charge more than \$22,661.94

(representing additional costs to remove tile over removal of carpet and laminate).

RESPONSE:

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

146.

Admit that to remove the tile flooring at 204 Highland Rd, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge \$5.00 per square foot to remove tile.

RESPONSE:

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

147.

Admit that to remove the tile flooring at 204 Highland Rd, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge more than \$5.00 per square foot to remove tile.

RESPONSE:

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

148.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge \$16,319.44.

RESPONSE:

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

149.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and to get to the same install contracted for on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge more than \$16,319.44 (representing additional costs to remove tile over the preexisting flooring).

RESPONSE:

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

150.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge \$16,719.44.

RESPONSE:

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

151.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge more than \$16,719.44 (representing additional costs to remove tile over removal of carpet and laminate).

RESPONSE:

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

152.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge \$22,261.94 (representing additional costs to remove tile over removal of carpet and laminate).

RESPONSE:

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

153.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge more than \$22,261.94 (representing additional costs to remove tile over removal of carpet and laminate).

RESPONSE:

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

154.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge \$22,661.94 (representing

additional costs to remove tile over removal of carpet and laminate).

RESPONSE:

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

155.

Admit that to remove the tile flooring at 204 Highland Rd, and complete the job with the same supplies and with the same install contracted for on April 9, 2022, P3 Flooring, LLC (GA Corporations Division control number 15011444) would charge more than \$22,661.94 (representing additional costs to remove tile over removal of carpet and laminate).

RESPONSE:

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

156.

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

RESPONSE:

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

157.

Admit that the tile in the April 9, 2022 contract to install tile at 204 Highland Rd. is a PEI 5 tile with an ADA rating for slip resistance.

RESPONSE:

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

158.

Admit that a total cost of \$22,261.94 is a reasonable cost to remove tile, prepare the floor, install PEI 5 tile with an ADA rating for slip resistance, and complete finishing work such as quarterround in Bulloch County.

RESPONSE:

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

159.

Admit that a total cost of \$22,661.94 is a reasonable cost to remove tile, prepare the floor, install PEI 5 tile with an ADA rating for slip resistance, and complete finishing work such as quarterround in Bulloch County.

RESPONSE:

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

160.

Admit that a total cost of \$26,327.21 is a reasonable cost to remove tile, prepare the floor, install PEI 5 tile with an ADA rating for slip resistance, and complete finishing work such as quarterround in Bulloch County.

RESPONSE:

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

161.

Admit that a total cost of \$800 is a reasonable cost to clean thinset off a 7 foot by 13 foot brick porch in Bulloch County.

RESPONSE:

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

162.

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

RESPONSE:

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

163.

Admit that 11 days is a reasonable time to perform the following work: remove all tile installed at 204 Highland Rd. under the April 9, 2022 contract, prepare the floor, properly install tile, and do finishing work such as quarterround install.

RESPONSE:

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

164.

Admit that it is reasonable for residents of a house to stay in a hotel while tile is removed from the house, because dust produced during tile removal is a health hazard.

RESPONSE:

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

165.

Admit that it is reasonable for residents of a house to stay in a hotel while tile is installed in the house, because walking on recently installed tile before the thinset is cured can damage the

installation resulting in an installation below industry standards.

RESPONSE:

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

166.

Admit that a total cost of \$2,594.48 is a reasonable cost for a hotel stay for six people for 11 days in Bulloch County.

RESPONSE:

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

167.

Admit that a total cost of \$2,307.72 is a reasonable cost for rental of storage unit space to store furniture from 1335 square feet of a residential house for one month in Bulloch County.

RESPONSE:

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

168.

Admit that one month of storage unit space is reasonable to store furniture during a 2 week tile installation, because storage units in Bulloch County and storage rentals such as PODS have a minimum rental duration of one month.

RESPONSE:

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

This 13th day of October, 2022.

/s/ Matt Shoemaker
R. MATTHEW SHOEMAKER

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

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served a copy of the within and foregoing **PLAINTIFF MO FLO, LLC'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST REQUEST FOR ADMISSIONS** upon all parties to this matter via statutory electronic service to all parties as follows:

Wilhelmina Randtke
randtke@gmail.com

This 13th day of October, 2022.

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

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