

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



Wilhelmina Randtke <randtke@gmail.com>

Final Pay Request

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

Sat, Jun 18, 2022 at 4:51 PM

Brian,

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

These are the issues I will have to get addressed.

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

-Wilhelmina

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

Brian,

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

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

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

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

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

-Wilhelmina

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

Wilhelmina,

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

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

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

Brian,

There are 3 issues here:

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

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

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

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

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

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

-Wilhelmina Randtke

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

Wilhelmina,

Please remit payment for the adjusted invoice immediately.

Thank you,
Brian McDonald
Owner
Floors Outlet

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

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

Brian,

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

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

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

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

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

-Wilhelmina

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

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

Thank you,

Brian McDonald
Floors Outlet



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