

State of Alabama Unified Judicial System Form C-28 Rev. 10/99	<h2 style="margin: 0;">CERTIFICATE OF JUDGMENT</h2>	Case Number 58-CV-2014-900818
<div style="display: flex; justify-content: space-between;"><div style="width: 30%;">IN THE <u> </u> Circuit <small>(Circuit or District)</small></div><div style="width: 40%; text-align: center;">COURT OF <u>Shelby County</u> <small>(Name of County)</small></div><div style="width: 30%; text-align: right;"><u>ALABAMA</u></div></div>		
<div style="display: flex; justify-content: space-between;"><div style="width: 45%;">Inline Electric Supply Co., Inc. <div style="text-align: center;"><small>Plaintiff</small></div></div><div style="width: 10%; text-align: center;">v.</div><div style="width: 45%;">Builder Systems, LLC et al. <div style="text-align: center;"><small>Defendant</small></div></div></div>		
<div style="text-align: right; margin-right: 100px;"><u>12276 Old Hwy 280</u> <small>Defendant's Address</small> <u>Chelsea</u> <u>AL</u> <u>35043</u> <small>City State Zip Code</small> <u>(205) 229-0133</u> <small>Defendant's Telephone Number</small></div>		
Names and Addresses of Additional Parties to the Judgment: <i>(attach separate sheets if necessary)</i> Jerry and Lisa G. Klamer (defendants) 112 Courtyard Drive Chelsea, AL 35043		
<p>I, Clerk of the above-named Court, hereby certify that on (date) <u>August 17, 2015</u> defendants Jerry and Lisa G. Klamer recovered of defendants Builder Systems, LLC in the Court a judgment <input type="checkbox"/> with <input checked="" type="checkbox"/> without waiver of exemptions for the sums as outlined in the Order entering Judgment on the Arbitration Award (Doc. 71), attached hereto.</p> <p><u>David Owen</u> is defendants Jerry and Lisa G. Klamer's attorney of record.</p> <p>Given under my hand this date <u>02-16-16</u>.</p> <div style="text-align: right; margin-top: 10px;"><u>Mary H. Harris Rhs</u> <small>Clerk</small></div>		
<div style="display: flex; justify-content: space-between;"><div style="width: 60%;">I certify that this instrument was filed for record in my office on (date) <u>2/23/16</u> at (time) _____</div><div style="width: 30%; text-align: center;">page <u>1</u></div></div> <div style="display: flex; justify-content: space-between;"><div style="width: 40%;">and duly recorded in book _____</div><div style="width: 60%; text-align: center;"> _____ <small>Judge of Probate</small></div></div>		
 <small>20160223000056110 1/13 \$50.00 Shelby Cnty Judge of Probate, AL 02/23/2016 01:59:53 PM FILED/CERT</small>		



AlaFile E-Notice

58-CV-2014-900818.00

Judge: HEWITT L CONWILL

To: OWEN DAVID WAYNE
dowen@babbc.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

INLINE ELECTRIC SUPPLY CO., INC. V. BUILDER SYSTEMS, LLC ET AL
58-CV-2014-900818.00

The following matter was FILED on 8/17/2015 1:30:47 PM

Notice Date: 8/17/2015 1:30:47 PM

MARY HARRIS
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58-CV-2014-900818.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

INLINE ELECTRIC SUPPLY CO., INC.,)

Plaintiff,)

v.)

BUILDER SYSTEMS, LLC, as debtor,)
CHUCK KITCHEN, individually as)
guarantor, G. JERRY KLAMER and)
LISA G. KLAMER, as owners of a certain)
parcel of land and described more fully)
herein,)

Defendants.)

CASE NUMBER: 58-CV-2014-900818.00

ORDER

This matter comes before the Court on Defendants Jerry and Lisa Klamers's Motion for Entry of Judgment to Enforce Terms of Arbitration Award filed on June 4, 2015; said Arbitration Order is attached as Exhibit "A". Said motion being well taken, it is hereby GRANTED.

Accordingly, the Arbitration Award of April 2, 2015 between Builder Systems, LLC and the Klamers is hereby enforced and entry of JUDGMENT is entered thereon.

Costs taxed as paid.

DONE AND ORDERED, this the 17th day of August 2015.

H. H. H. H.

CIRCUIT JUDGE

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AMERICAN ARBITRATION ASSOCIATION

Construction Industry Arbitration Tribunal

In the Matter of the Arbitration between:

Party 1: George and Lisa Klamer (Claimant)

-and-

Party 2: Builder Systems, LLC (Respondent)

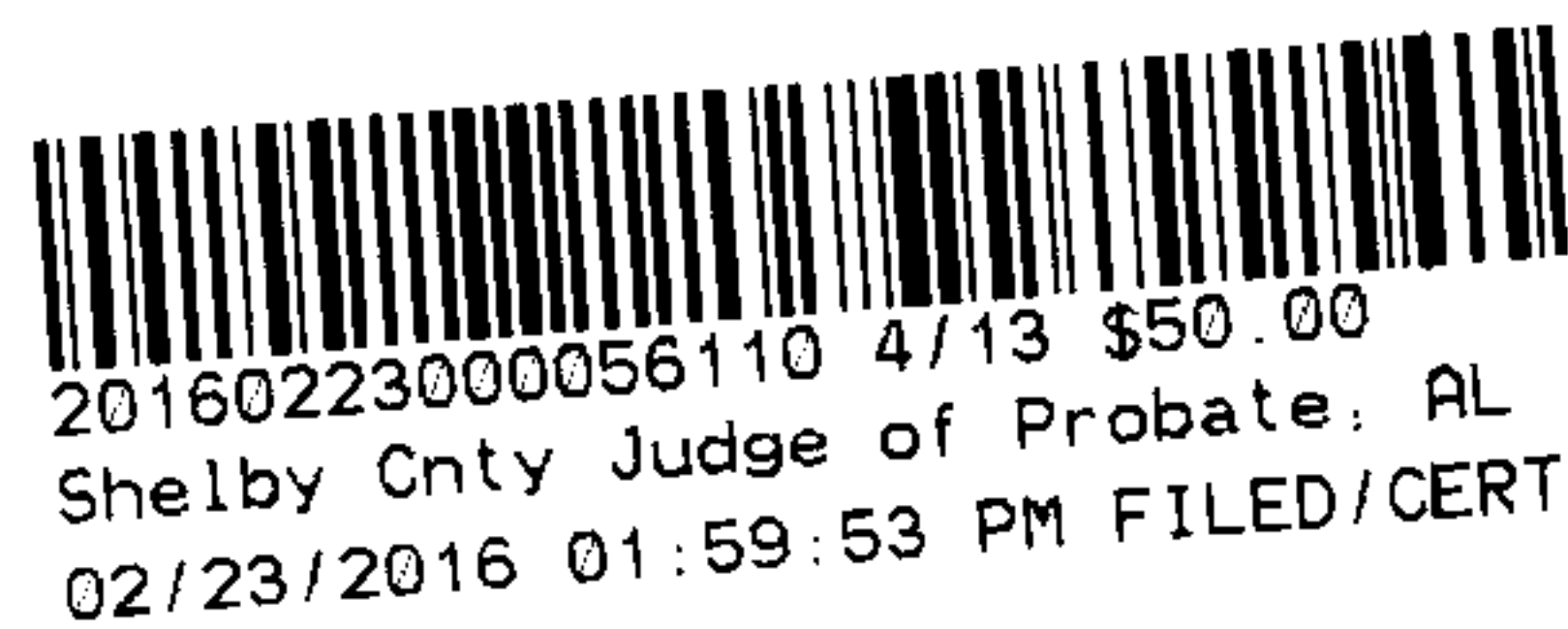
CASE NUMBER: 01-14-0000-4782

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into by the above named parties and dated January 25, 2013, and having been duly sworn, and having duly heard the proofs and allegations of the parties, do hereby award as follows:

Testimony and documentation indicate that on January 25, 2013 George & Lisa Klamer (Claimants) entered into a written agreement with Builder Systems (Respondent) to remediate Chinese Drywall found to be present in the Claimants' home located at 112 Courtyard Drive, Chelsea, Alabama 35043. The document entitled "Agreement for the Renovation of a Residential Dwelling" has attachments and exhibits entitled "Limited Warranty Agreement", "Rider to Self Remediation Contract Pursuant to the Settlement Agreement" and "Exhibit F -- Remediation Protocol" that limit the scope to removal and replacement of Drywall, Tile Backer Board, Electrical Wiring, Fire, Safety and Home Security Equipment, Copper Gas Lines, Fixtures, Dust Control & Removal, HVAC, Insulation, Carpet & Flooring, Plumbing, Appliances as well as any attached components such as Trim, Cabinets, Plumbing and Lighting Fixtures, etc. This Written Agreement is also tied to the Moss work scope and budget which, in this case, totals \$312,573.61. The Claimants were given two options: Option One -- use Moss or a Moss authorized contractor and apply for supplemental costs to cover any unexpected or unseen conditions; Option Two -- Hire your own contractor, independent of Moss and the settlement fund with a stipulated sum contract totaling \$378,380.36 with no opportunity to supplement.

The Claimant chose Option Two and engaged the Respondent to remediate the drywall using the protocol from the settlement agreement. The Respondent provided a budget based on the Moss work scope totaling \$301,684.00. The Claimants, fearing that the remedial costs would exceed the proposed budget from the Respondent, suggested that the remediation costs would be set at \$325,000.00 and the difference between the orally agreed upon \$325,000.00 and the written agreement amount of \$378,380.36 would be used for additions and upgrades. The parties proceeded under the assumption that they would be able to supplement the remediation as though they were operating under Option One, which, of course, they could not. (See Section IV. Payments to Contractor Item B, under the Rider to the Written Agreement).

Since the offer was made, accepted, consideration provided and there was mutual assent, the Parties, from the onset, acted on the oral agreement, which preceded the written agreement. The written agreement was used as a framework for the drywall remediation and for the distribution of funds with an understanding that when those funds were exhausted, the Claimants would pay any overages for the additional work. The misunderstanding of the opportunity for supplements would appear to be the core of the dispute as it relates to cost.



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 AAA # 01-14-0000-4782
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To sort out the remediation costs from the extraordinary costs, regardless of the source, it is necessary to evaluate Respondent's Exhibit 54, the latest Find Report. Attachment A is Respondent's Exhibit 54 in chronological order to detect and duplicate charges, and some were found. Respondent's Exhibit 54 is represented to be all checks written to date. Respondent's Exhibit 54 also includes a list of Payables totaling \$46,864.12. Some of these payables were identified twice once in Respondent's Exhibit 54 and again in Respondent's Exhibit 53-A. Respondent's Exhibit 53-A is presented as costs to date for additions, upgrades and extras. The duplication of these costs in both documents created the need to develop Attachment B. Attachment B carries the remediation costs from the Moss Report which sets the cost for the basic remediation to the unsubstantiated Written Contract amount upon which this project is based. The categories are from the Moss Report; the second column is taken directly from the Moss Report and totals \$312,573.61; the third column is the Moss Report cost proportionally adjusted to total the Written Agreement amount of \$378,380.36; The fourth column is the Find Report according to the Moss categories and totals \$411,343.73 inclusive of profit and overhead; the fifth column itemizes the unpaid vendors and totals \$56,224.94 inclusive of profit and overhead and the sixth column, totaling a minus \$89,188.31 inclusive of profit and overhead, is the difference between the actual costs of the entire project and the budget as defined by the value of the Written Agreement. This indicates the cost of additional work not associated with remediation as defined in the Written Agreement, that is, exclusive of any supplements that would be awarded under Option One.

The action of the Parties as the project advanced shows that the written agreement was reduced to an instrument of convenience to access the \$378,380.36 provided by the settlement fund and all cost above this amount, regardless of the cause, was to be paid by the Claimants.

Testimony and documentation presented by the Claimant throughout the Hearing was that the Respondent exhibited a lack of workmanship relative to the tile work, painting and trim as well as a failure to maintain a standard of care relative to cabinets, granite tops, hardwood flooring, windows, doors and stored materials. The Claimants' solution, as presented by witnesses and estimates of the cost to cure, appears to be a near wholesale removal and replacement of components. The Respondents' position is that the job is incomplete and is being judged before the final punch is performed. A site visit was conducted on September 23, 2014 and attended by Counsel for both Parties and this Arbitrator. The site visit revealed a job site that was out of sequence and incomplete. Items purported to be complete did not meet the industry standard for workmanship. The tile work in the Master Bath is one such item, there are others, as testimony revealed, that are beyond "Punch" items. Mold was present in the lower portion of the house and the HVAC was not operational. Therefore, there is validity in both positions, but not at the extremes of those positions. The site certainly needs more attention to detail and there is a definite need for some order to the process with protective coverings in place for completed tasks, but the cost to cure as presented by the Claimants and Respondents would appear to be respectively excessive and understated.

The Award regarding the Claims:

- 1) The request, by Claimant, Item V. Cost to Complete is awarded as follows:
 - a) Mold Consultant, Inspection and Remediation \$21,113.00 - **Granted** - Testimony reveals that Claimant made an effort at least equal to the efforts made by the Respondent when they had control of the property. Failure on the part of the respondent to pay the HVAC contractor caused the HVAC system to be inoperable. Had the HVAC equipment been operational at the time of the stoppage of work, the mold condition would not have worsened over the summer and could have been resolved in the normal course of construction.
 - b) All Cost Estimates from BD Welch October 15, 2014 - **Denied** - Instead, the Respondent will complete the project, or cause the project to be completed with an outside contractor, in its' entirety including all protocol items listed in the Chinese Drywall Remediation Settlement as well as all additions, upgrades,

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damaged components and punch list items for all categories. Before this work commences, the Claimant will make the Respondent whole by issuing a check for \$24,107.07 (See Attachment C). Subsequently, the Respondent, or an outside contractor, is due to receive from the settlement fund the balance of \$37,383.04 upon successful completion of the drywall remediation as determined by the settlement protocol. Furthermore, the Respondent, or the outside contractor, is due to receive from the Claimant the hard cost plus 10% Profit and 10% Overhead for all future valid, verifiable invoices above the combined total of \$24,107.07 and \$37,838.04 or \$61,945.11. The Claimant will pay this amount upon the satisfactory completion of the entire project. It is understood that "Punch Items" and the repair of damaged components will carry no additional cost to the Claimant including, but not limited to anything that has been installed or applied that does not meet Industry Standards. The elements of "Satisfactory Completion" will be based on the approval of the governing inspection service and compliance to Industry Standards for high end residential construction. In the event of a disagreement regarding the latter, the Parties will agree on an independent Construction Professional to resolve the question of compliance to the "Industry Standard", the cost of which will be divided equally. If the eventual cost to complete is less than \$61,945.11, the surplus funds will be returned to Claimant.

- c) Repairs to salvaged basement cabinets -- **Granted** in 1.b. above
- d) Replace blinds not stored and protected for re-use \$5,914.00 -- **Granted** - There is a requirement in the Settlement Protocol that all salvageable materials be properly stored for reuse. The Respondent failed to meet this requirement.
- e) In-Line claim and lawsuit for lighting \$14,965.00 -- **Granted** in 1.b. above
- f) Estimates for repairs and completion by JDS Homes -- **Denied**
- g) Ritchie Franklin at BD Welch: Change Order work -- **Denied** -- These funds were never forthcoming because Option Two was selected by the parties
- h) Ritchie Franklin additional Management -- **Denied**
- 2) The request, by Claimant, Item VI. Additional Damages are awarded as follows:
 - a) Comparable Rental Home \$81,000.00 -- **Denied** - With the exception that, if the completion of the residence extends beyond 60 calendar days from the time work commences, the Respondent will pay the Claimant a housing allowance of \$150.00 per day.
 - b) Warehouse & Storage Fees \$28,800.00 -- **Denied** - With the exception that, if the completion of the residence extends beyond 60 calendar days from the time work commences, the Respondent will pay the Claimant a storage allowance of \$53.33 per day.
 - c) Utilities \$8,550.00 -- **Denied** - With the exception that, if the completion of the residence extends beyond 60 calendar days from the time work commences, the Respondent will pay the Claimant a utility allowance of \$15.83 per day.
 - d) Yard Care \$2,700.00 -- **Denied** - With the exception that, if the completion of the residence extends beyond 60 calendar days from the time work commences, the Respondent will pay the Claimant a yard care allowance of \$5.00 per day.
 - e) Emotional Distress \$50,000.00 -- **Denied** - Both Parties contributed to the dispute and the conflict appears to be equally stressful.
- 3) The request, by Claimant, Item VII. Summary is awarded as follows:
 - a) Interest 6% for 18 month delay \$23,131.00 -- **Denied** - There is no base from which to calculate interest.
 - b) Attorney Fees \$95,000.00 -- **Denied** - Both Parties contributed to the work stoppage that lead to legal action.
 - c) AAA Costs \$8,975.00 -- **Denied** - Both Parties contributed to the work stoppage that lead to the legal route.

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The Award regarding the Counterclaims:

- 1) The request by Respondent-Counterclaimant for a payment of \$227,805.00 - **Denied** - Respondent has not sufficiently demonstrated in their documentation that this amount is justified above the payments already received or due to be paid upon completion.
- 2) The request by Respondent-Counterclaimant for interest on the outstanding balance - **Denied** - The length of time of any outstanding balance due is not evident, therefore, even if granted, there is no way to calculate.
- 3) The request by Respondent-Counterclaimant for Attorney Fees - **Denied** - Both Parties contributed to the work stoppage that lead to legal action.
- 4) The request by Respondent-Counterclaimant for lost profits - **Denied** - There is no testimony offered to support the request for lost profits.
- 5) Unpaid Balance of work Performed - **Granted** - (See Attachment C)
- 6) Unpaid Balance of Written Agreement - **Granted** - Upon successful completion of Remediation Protocol as determined by Settlement Fund Guidelines (See Attachment C)

The administrative fees and expenses of the American Arbitration Association totaling \$8,975.00 and the compensation and expenses of the arbitrator totaling \$11,200.00 shall be borne equally. Therefore, George and Lisa Klamer shall reimburse Boulder Systems, LLC the sum of \$112.50, representing that portion of said fees and expenses in excess of the apportioned costs previously incurred by Boulder Systems, LLC.

This Award is in full settlement of all claims and counterclaims submitted to this Arbitration. All claims not expressly granted herein are hereby, denied.

Date: 4/1/15

Signed: [Signature]

James L. Boohaker, Arbitrator



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Attachment A
Chronological Find Report
From Respondent Exhibit 54

ITEM	DATE	VENDOR	ITEM/TASK	AMOUNT
1	3/15/2013	Integrated Media Systems	Media Removal	3,000.00
2	3/18/2013	Safety Services Company	Permits	224.98
3	3/28/2003	Southern Waste & Disposal	Dump Fees	438.04
4	3/28/2003	City of Pelham	Permits	447.50
5	3/28/2003	Ann's Cans	Waste	100.00
6	4/1/2013	Hartman Construction	Cabinets Removal	450.00
7	4/1/2013	Birmingham Glass Works	Mirror Removal	145.00
8	4/4/2013	Premier Kitchens & Bath	Granite Top Removal	1,314.00
9	4/4/2013	Sulfer Gas Destruction	Air Remediation	2,700.00
10	4/4/2013	Southern Waste & Disposal	Dump Fees	1,076.69
11	4/5/2013	Southern Waste & Disposal	Dump Fees	361.49
12	4/10/2013	Brantley Electric Company	Rough Electrical	1,338.00
13	4/11/2013	Birmingham Glass Works	Shower Door Removal	250.00
14	4/12/2013	Southern Waste & Disposal	Dump Fees	775.23
15	4/17/2013	Sulfer Gas Destruction	Air Remediation	4,920.00
16	4/17/2013	B&E Services	Demo	23,000.00
17	4/22/2013	Credit Card	Pods	500.00
18	4/22/2013	Credit Card	Pods	456.84
19	4/26/2013	B&E Services	Demo	2,136.00
20	5/15/2013	Probuild	Framing Materials	(777.54)
21	5/15/2013	Probuild	Framing Materials	2,005.01
22	5/16/2013	Probuild	Framing Materials	30.45
23	5/21/2013	Probuild	Framing Materials	130.82
24	5/23/2013	Credit Card	Pods	456.84
25	6/3/2013	Plumb One	Plumbing Rough	10,000.00
26	6/6/2013	Corner Vision Improvements	Framing Labor	2,750.00
27	6/17/2013	Hartman Construction	Cabinets	19,918.49
28	6/20/2013	K&D Audio/Video Design	Specialty Wiring	13,000.00
29	6/25/2013	Brantley Electric Company	Rough Electrical	11,397.00
30	6/26/2013	Parker & Sons HVAC	HVAC Systems Rough	20,076.00
31	7/1/2013	Synergy Airflow & Ventilation	Blown Insulation	17,295.00
32	7/9/2013	Brantley Electric Company	Electrical Setout	3,795.00
33	7/10/2013	Howell Steel	Steel	90.00
34	7/12/2013	Probuild	Trim Materials	248.72
35	7/15/2013	J&A Painting	Sheetrock Labor	6,186.24
36	7/15/2013	Southern Waste & Disposal	Dump Fees	556.34
37	7/15/2013	Probuild	Trim Materials	724.60
38	7/16/2013	Probuild	Trim Materials	64.80
39	7/16/2013	Marjam	Sheetrock Materials	6,390.61
40	7/17/2013	Safety Services Company	Permits	479.98
41	7/17/2013	Hartman Construction	Cabinets	15,934.79
42	7/18/2013	Credit Card	Pods	278.64



ITEM	DATE	VENDOR	ITEM/TASK	AMOUNT
43	7/23/2013	Rodriguez Construction	Framing Materials	1,500.00
44	7/30/2013	Jeff Kendrick	Tile	600.00
45	7/30/2013	J&A Painting	Sheetrock Labor	8,000.00
46	7/31/2013	Southern Waste & Disposal	Dump Fees	361.32
47	8/1/2013	Probuild	Trim Materials	7,578.57
48	8/9/2013	Probuild	Doors & Windows	548.69
49	8/13/2013	J&A Painting	Sheetrock Labor	3,917.60
50	8/19/2013	J&A Painting	Sheetrock Labor	4,631.04
50	8/20/2013	Lowe's	Tile Material	433.08
51	8/20/2013	Lowe's	Tile Material	207.81
52	8/27/2013	Issis & Sons	Tile Material	6,200.28
53	8/27/2013	Issis & Sons	Tile Material	6,200.28
54	8/30/2013	Darryl Roberts	Tile Labor	300.00
55	8/30/2013	Darryl Roberts	Tile Labor	300.00
56	9/2/2013	Jim Boatright	Tile Labor	1,000.00
57	9/3/2013	J&A Painting	Painting Subcontract	4,389.12
58	9/3/2013	J&A Painting	Painting Subcontract	8,000.00
58	9/9/2013	Probuild	Framing Materials	38.67
59	9/9/2013	Darryl Roberts	Tile Labor	1,000.00
60	9/9/2013	Darryl Roberts	Tile Labor	1,000.00
61	9/9/2013	Jenkins Brick	Brick Material	15.26
62	9/13/2013	Jim Boatright	Tile Labor	1,300.00
63	9/17/2013	Darryl Roberts	Tile Labor	500.00
64	9/17/2013	Darryl Roberts	Tile Labor	500.00
65	9/17/2013	Southern Waste & Disposal	Dump Fees	411.66
66	9/24/2013	J&A Painting	Painting Subcontract	5,000.00
67	9/30/2013	Jiminez Paint & Drywall	Trim Labor	5,500.00
68	9/30/2013	Credit Card	Pods	140.61
69	9/30/2013	Darryl Roberts	Management	800.00
70	10/2/2013	Lowe's	Materials	803.27
71	10/2/2013	Xtreme Cleanz	Cleaning	625.00
72	10/3/2013	Hartman Construction	Cabinets	900.00
73	10/7/2013	Plumb One	Plumbing	120.00
74	10/8/2013	Probuild	Trim Materials	527.56
75	10/9/2013	Probuild	Trim Materials	154.60
76	10/9/2013	Marjam	Sheetrock Materials	231.84
77	10/10/2013	Marjam	Sheetrock Materials	139.10
78	10/11/2013	Marjam	Sheetrock Materials	110.35
79	10/14/2013	Hartman Construction	Cabinets	3,983.70
80	10/16/2013	Probuild	Hardware	60.21
81	10/17/2013	Probuild	Trim Materials	123.31
82	10/17/2013	Probuild	Trim Materials	56.61
83	10/17/2013	Probuild	Trim Materials	75.47
84	10/18/2013	J&A Painting	Painting Subcontract	2,000.00
85	10/21/2013	Probuild	Trim Materials	31.11
86	10/21/2013	Credit Card	Pods	264.87
87	10/23/2013	Jenkins Brick	Brick Material	488.50



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ITEM	DATE	VENDOR	ITEM/TASK	AMOUNT
88	10/24/2013	Probuild	Trim Materials	13.43
89	10/24/2013	Hartman Construction	Cabinets	300.00
90	10/25/2013	Jenkins Brick	Brick Material	104.42
91	10/25/2013	Probuild	Trim Materials	13.43
92	10/26/2013	Probuild	Trim Materials	13.43
93	10/25/2013	Southern Waste & Disposal	Dump Fees	355.83
94	10/30/2013	Birmingham Glass Works	Shelving	599.50
95	10/31/2013	Probuild	Framing Material	1,107.94
96	11/5/2013	Joiner Flooring	Hardwoods	4,050.00
97	11/6/2013	Birmingham Glass Works	Shelving	3,531.28
98	11/14/2013	Birmingham Glass Works	Shelving	312.50
99	11/15/2013	Brantley Electric Company	Rough Electrical	4,470.00
100	11/20/2013	Credit Card	Pods	140.61
101	11/25/2013	Jenkins Brick	Brick Material	1,592.49
102	12/2/2013	Lowe's	Materials	216.05
103	12/6/2013	Parker & Sons HVAC	HVAC Setout	(8,604.00)
104	12/10/2013	Premier Kitchens & Bath	Granite Tops	18,827.00
105	12/19/2013	Jeff Kendrick	Tile Labor	1,250.00
106	12/19/2013	Probuild	Hardware	81.06
107	12/23/2013	Premier Kitchens & Bath	Granite Tops	420.00
108	12/27/2013	Over The Mountain Sprinklers	Irrigation	750.00
109	12/31/2013	Credit Card	Pods	389.13
110	12/31/2013	Credit Card	Pods	389.13
111	1/2/2014	Jeff Kendrick	Brick Labor	1,300.00
112	1/2/2014	RBK Enterprises	Brick Labor	500.00
113	1/3/2014	Plumb One	Plumbing Setout	1,700.00
114	1/3/2014	Probuild	Materials	134.55
115	1/3/2014	Probuild	Hardware	90.66
116	1/7/2014	Hartman Construction	Cabinets	685.36
117	1/7/2014	Hartman Construction	Cabinets	250.00
118	1/9/2014	Birmingham Glass Works	Shelving	95.00
119	1/9/2014	Probuild	Hardware	91.55
120	1/14/2014	Plumb One	Plumbing Setout	7,100.00
121	1/17/2014	Iron Unlimited	Mailbox	400.00
122	1/17/2014	Chris Hamm	Cabinets	2,000.00
123	1/19/2014	J&A Painting	Sheetrock Labor	362.20
124	1/21/2014	V&W Supply	Plumbing Fixtures	19,694.00
125	1/22/2014	J&A Painting	Painting Subcontract	4,000.00
126	1/27/2014	Chris Hamm	Cabinets	2,500.00
127	1/28/2014	Credit Card	Carpet	5,465.00
128	1/28/2014	Credit Card	Pods	140.61
129	1/28/2014	Credit Card	Pods	140.61
129	2/12/2014	J&A Painting	Paint Changes	7,707.12
130	2/19/2014	Southern Waste & Disposal	Dump Fees	356.82
131	3/21/2014	Credit Card	Pods	124.26
132	7/28/2014	Credit Card	Pods	588.60
133	8/31/2014	Credit Card	Pods	170.40



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ITEM	DATE	VENDOR	ITEM/TASK	AMOUNT
134	8/31/2014	Credit Card	Pods	124.26
135	10/24/2014	Credit Card	Pods	418.56
136	11/20/2014	Credit Card	Pods	170.04
137	12/28/2014	Credit Card	Pods	418.56
Total Hard Cost to Date:				\$ 342,786.44
10% Overhead:				\$ 34,278.64
10% Profit:				\$ 34,278.64
Total Cost To Date:				<u>\$ 411,343.73</u>

Claimant Paid \$11,000 of this: Item # 28	11,000.00
Duplicate Charges: Item #s 53, 55, 60, 64	8,000.28
Hard Cost Of Duplicate Items:	<u>\$ 19,000.28</u>


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Attachment B

Moss/Contract/Actual Cost Comparison To Determine Allowances for Each Category

Catagories	From Moss	Adjusted for Contract	From Find Report	Unpaid Vendors	Difference Contract/Find
1 Appliances	2,907.64	3,664.15	-		3,664.15
2 Cabinetry	8,500.14	10,711.72	46,472.34		(35,760.62)
3 Cleaning	7,081.17	8,923.56	625.00		8,298.56
4 Content Manipulation	6,168.00	7,772.80	5,312.57		2,460.23
5 General Demolition	25,103.04	31,634.39	32,088.42		(454.03)
6 Doors	2,590.17	3,264.08	548.69		2,715.39
7 Drywall	40,832.31	51,456.13	29,968.98		21,487.15
8 Electrical	26,149.23	32,952.78	21,000.00	12,000.00	(47.22)
9 Electrical-Special Systems	1,952.90	2,461.01	16,000.00	5,000.00	(18,538.99)
10 Floor Covering-Carpet	3,423.09	4,313.72	9,515.00		(5,201.28)
11 Finish Carpentry	31,771.74	40,038.17	15,125.64		24,912.53
12 Finish Hardware	150.20	189.28	323.48		(134.20)
13 Fireplaces	1,887.62	2,378.74			2,378.74
14 Framing			7,939.22		(7,939.22)
15 Granite			19,247.00		(19,247.00)
16 HVAC	17,610.26	22,192.13	11,472.00	8,604.00	2,116.13
17 Insulation	6,213.97	7,830.73	17,295.00	3,100.00	(12,564.27)
18 Light Fixtures	11,705.37	14,750.89		14,965.12	(214.23)
19 Landscaping	250.00	315.05	750.00		(434.95)
20 Management			800.00		(800.00)
21 Masonry	940.24	1,184.87	4,000.67		(2,815.80)
22 Mirrors & Shower Doors	1,153.84	1,454.05		3,185.00	(1,730.95)
23 Plumbing	15,431.36	19,446.32	38,614.00		(19,167.68)
24 Painting	20,742.78	26,139.67	31,096.24		(4,956.57)
25 Permits		3,305.91	1,152.46		2,153.45
26 Specialty Itms	2,727.08	3,436.62	4,938.28		(1,501.66)
27 Steel			90.00		(90.00)
28 Tile	6,659.66	8,392.38	20,791.45		(12,399.07)
29 User Defined Items	5,640.31	7,107.82	7,620.00	-	(512.18)
Subtotal	\$ 247,592.12	\$ 315,316.97	\$ 342,786.44	\$ 46,854.12	\$ (74,323.59)
User Defined Items	\$ 6,591.93	-			-
Subtotal	\$ 247,592.12	\$ 315,316.97	\$ 342,786.44	\$ 46,854.12	\$ (74,323.59)
Taxes	\$ 7,400.94	\$ -	\$ -	\$ -	\$ -
Revised Subtotal	\$ 254,993.06	\$ 315,316.97	\$ 342,786.44	\$ 46,854.12	\$ (74,323.59)
10% Overhead	\$ 25,494.31	\$ 31,531.70	\$ 34,278.64	\$ 4,685.41	\$ (7,432.36)
10% Profit	\$ 25,494.31	\$ 31,531.70	\$ 34,278.64	\$ 4,685.41	\$ (7,432.36)
Totals	\$ 312,573.61	\$ 378,380.36	\$ 411,343.73	\$ 56,224.94	\$ (89,188.31)



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Attachment C

Total Paid to Bulder Systems From Fund \$ 340,542.32
 Amount Paid to Respondent by Claimant for Scope Growth 56,892.00
 Amount Paid to Respondent by Claimant for Specialty Wiring 11,000.00
 Total Overpayments To Respondent See Attachment A 8,000.28

See Attachment A Item #28

Total Income By Respondent:
 Hard Cost Spent By Spent by Respondent - Attachment A 342,786.44
 Hard Cost Respondents Unpaid Vendors 46,854.12

Total Expenses By Respondent:
 10% Profit: \$ 389,640.56
 10% Overhead: \$ 38,964.06
 Total Currently Earned by Respondent: \$ 467,568.67
 Less Payments To Date: \$ 416,434.60

Total Due Respondent from Claimant To Date: \$ 51,134.07

Total Due to Respondents from Claimants To Date: \$ 51,134.07
 Reimburse to Klanners for Mold 21,113.00
 Reimburse to Klanners for Blinds 5,914.00

Total Currently Due to Claimants from Respondents: \$ 27,027.00
Total Currently Due to Respondents from Claimants: \$ 24,107.07

Due to Respondent From the Fund When Complete: \$ 37,838.04