

IN THE CIRCUIT COURT OF SHELBY COUNTY

**GEORGE "JERRY" KLAMER AND)
LISA G. KLAMER,)**

Plaintiffs,)

v.)

**BUILDER SYSTEMS, LLC, CHARLES)
"CHUCK" KITCHEN, individually,)
JASON HAUPT, individually, and)
EMPLOYERS MUTUAL CASUALTY)
COMPANY.)**

Defendants.)

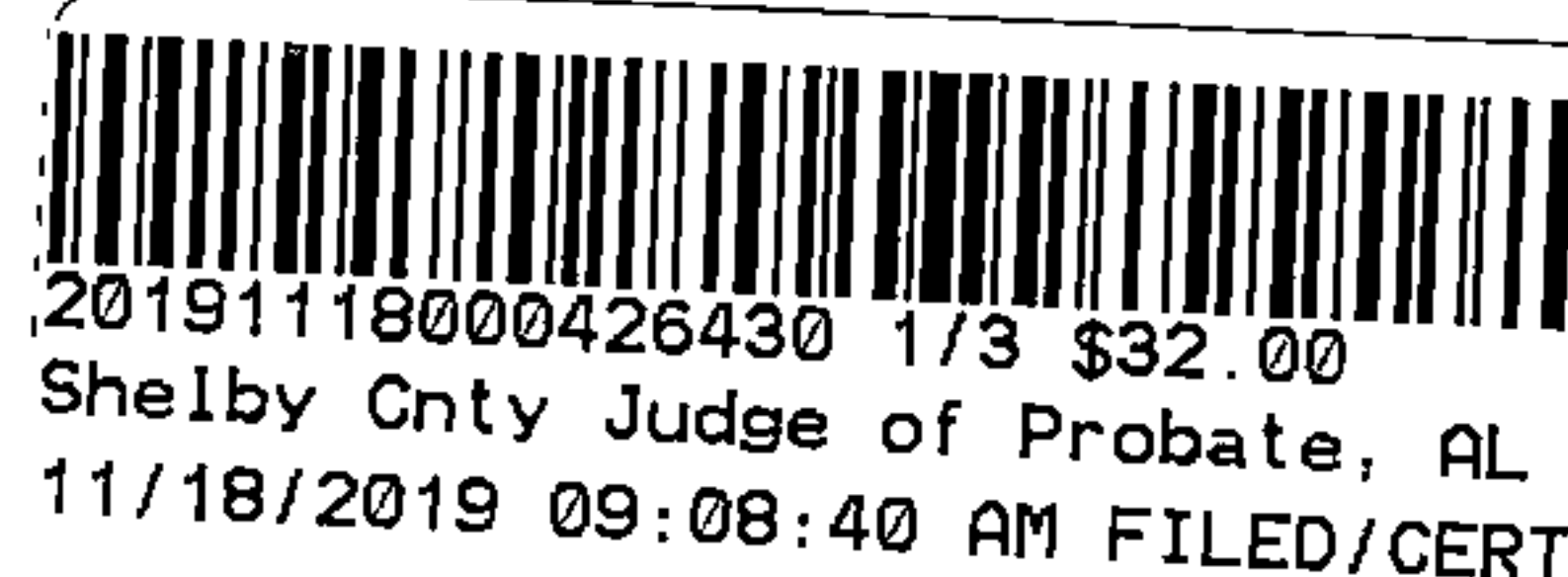
CASE NUMBER: 58-CV-2017-900440

ORDER

After considering all of the evidence and testimony offered by Plaintiffs George "Jerry" and Lisa G. Klammer ("Plaintiffs") and Defendants Builder Systems, LLC ("Builder Systems"); Charles Kitchen; Jason Haupt; and Employers Mutual Casualty Company (collectively, "Defendants") during a trial that took place in this court on October 15 and 16, 2019, and after considering the motions filed to date, the court finds and orders as follows:

1. Arbitrator James L. Boohaker issued an arbitration award dated April 1, 2015, after the arbitration between the Plaintiffs and Builder Systems (the "Award"). The court is bound to enforce the arbitration award and has no authority or jurisdiction to go beyond the four corners of the document. However, this court finds the arbitration award to be somewhat difficult to interpret.

2. Plaintiffs moved for an Entry of Judgment to Enforce the Terms of the Award. On August 17, 2015, the Circuit Court of Shelby County, Alabama, entered a judgment enforcing the Award.



3. On May 16, 2017, Plaintiffs filed a complaint in this court against Defendants seeking enforcement of the Award.

4. Plaintiffs performed all obligations under the Award.

5. The Award states that [Builder Systems "will complete the project, or cause the project to be completed with an outside contractor, in its' [sic] entirety including all protocol items listed to the Chinese Drywall Remediation Settlement as well as all additions, upgrades, damaged components and punch list items for all categories."

6. It is undisputed that Builder Systems failed to specifically perform, or cause another contractor to perform, its obligations under the Award, which included the repair of damaged components and upgrading the previously performed work to meet Industry Standards for high-end residential construction.

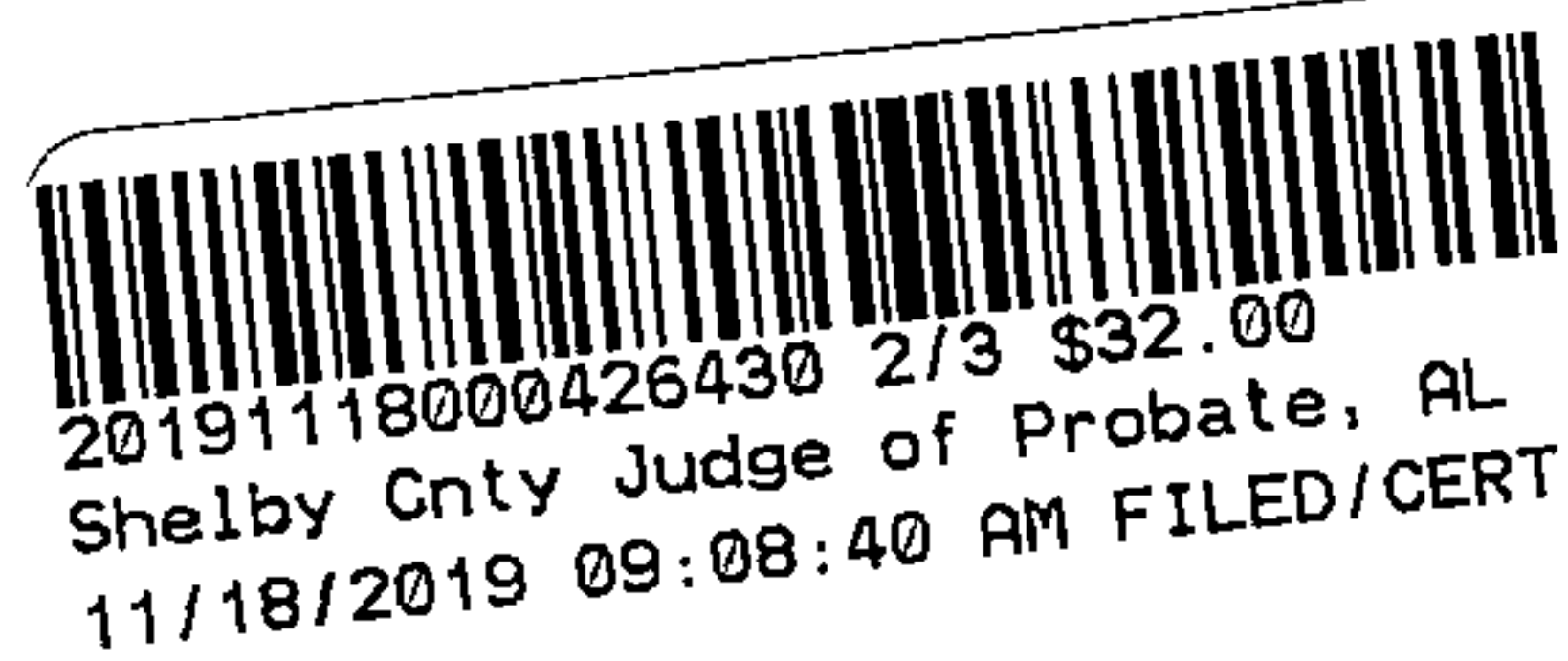
7. There is no dispute that the damages sought by Plaintiffs to complete the project pursuant to the Award were charged to Plaintiffs and paid by Plaintiffs.

8. In enforcing the Award, the court finds in favor of Plaintiffs and against Builder Systems in the total amount of \$172,561.54. The judgment also includes liquidated damages that are clearly set out in the Award.

9. The court finds the \$172,561.54 can be broken down as follows

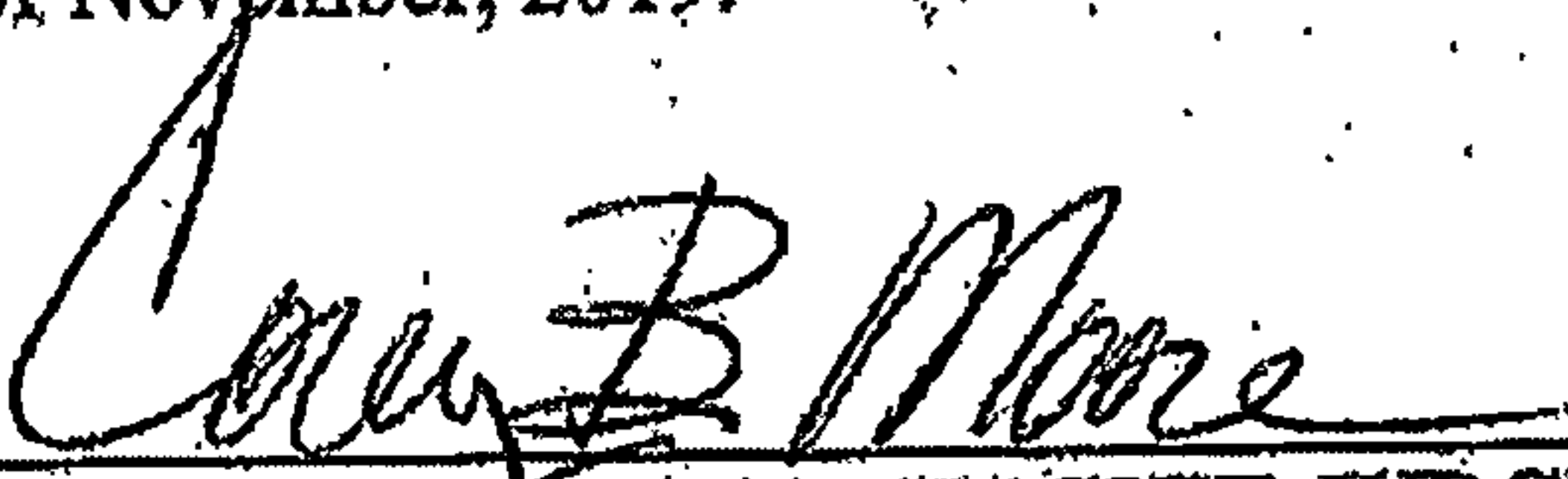
a. Amount requested by Plaintiff:	\$200,118.54	
b. Less Septic Tank work	1,550.00	
c. Less reduced front door repairs	1,900.00	(\$2250 to \$350)
d. Less amounts paid to make Defendant whole	24,107.00	

10. Therefore, judgment is entered in favor of the Plaintiffs in the amount of \$172,561.54 and against the Defendant Builder Systems, LLC



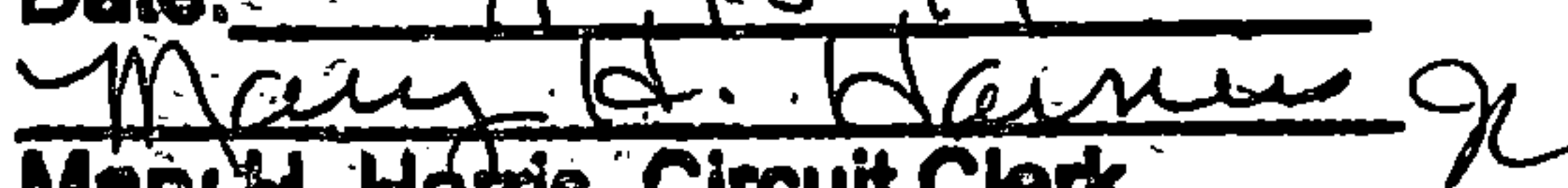
11. This matter is set for a status conference on December 16, 2019, at 9:00 a.m.

DONE and ORDERED this 15th day of November, 2019.


COREY B. MOORE, CIRCUIT JUDGE

Certified a true and correct copy

Date: 11-18-19


Mary H. Harris, Circuit Clerk
Shelby County, Alabama



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Shelby Cnty Judge of Probate, AL
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