

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

GLENN DAVIS AND MELISSA DAVIS, )

Plaintiffs, )

v. )

INTOWN GYMNASTICS, LLC, D/B/A )

INTOWN STARS SPORTS TRAINING )

AND EVENTS CENTER )

Defendant. )

CIVIL ACTION FILE NUMBER:  
24A04750

**COMPLAINT**

**COME NOW**, Glenn Davis and Melissa Davis (hereinafter the “Davises”), Plaintiffs in the above-styled action, and file this, their Complaint against the Defendant Intown Gymnastics, LLC, d/b/a Intown Stars Sports Training and Events Center (hereinafter “Intown”), showing the Court as follows:

**PARTIES, JURISDICTION, AND VENUE**

1.

The Davises are individual residents of the State of Georgia.

2.

The Defendant Intown is a Georgia limited liability company and may be served with Summons and Process through its registered agent, same being Anna Robinson, at 1629 Ridgewood Drive, Atlanta, Georgia 30307, or alternatively, in any manner authorized by Georgia law.

3.

This lawsuit arises out of the Defendant Intown's breach of a contract it entered into with the Davises on June 21, 2023 (the "Contract"). A true and correct copy of the Contract is attached hereto as Exhibit "A."

4.

Pursuant to the Contract, "The laws of the State of Georgia shall govern the terms of this Agreement. Venue shall be set in DeKalb County, Georgia." Accordingly, jurisdiction and venue are proper in this Court.

### **FACTUAL BACKGROUND**

5.

On June 21, 2023, the Defendant Intown entered into a Contract with the Joneses whereby, among other things, Defendant Intown would purchase equipment from the Davises (the "Equipment").

6.

The total Contract price for the Equipment is \$84,000.00.

7.

The Equipment was installed by mid-November of 2023.

8.

Despite the Davises delivering and installing the Equipment, the Defendant Intown has only paid \$54,000.00 towards the \$84,000.00 purchase price of the Equipment.

9.

To date, there remains an outstanding balance of \$30,000.00 owed to the Davises.

10.

Defendant Intown has been notified that it is in breach of the Contract, and the Davises have issued demand that Defendant Intown promptly pay the amount due under the Contract for the Equipment. The Davises most recent demand was an April 23, 2024, letter sent via email attachment, regular mail, and certified mail, a true and correct copy of which is attached hereto as Exhibit “B.”

11.

Defendant Intown received the April 23, 2024, letter.

12.

Despite receiving the Davises’ demand, Defendant Intown has still failed or refused to pay all amounts due to the Davises. Accordingly, the Defendant Intown has breached the Contract with the Davises by failing to pay the outstanding balance owed for the Equipment.

13.

The Defendant Intown is indebted to the Davises in the principal amount of \$30,000.00.

### **COUNT I**

### **BREACH OF CONTRACT**

14.

The Davises re-allege and incorporate the averments set forth in Paragraphs 1 through 13 of their Complaint as if expressly set forth herein.

15.

The Contract constitutes a valid, binding, and enforceable agreement.

16.

The Davises have honored all terms and performed all conditions precedent to the Contract or performance was excused.

17.

Defendant Intown has breached the Contract by failing to remit all sums due and payable to the Davises for the Equipment pursuant to the Contract.

18.

As a direct and proximate result of the Defendant Intown's breach of contract, the Defendant Intown is indebted to the Davises in the principal amount of \$30,000.00.

## **COUNT II**

### **ATTORNEYS' FEES AND EXPENSES OF LITIGATION**

19.

The Davises re-allege and incorporate the averments set forth in Paragraph 1 through 18 of their Complaint as if expressly set forth herein.

20.

The Defendant Intown has acted in bad faith, been stubbornly litigious, and has caused the Davises unnecessary trouble and expense within the meaning of O.C.G.A. § 13-6-11.

21.

The Defendant Intown is liable to the Davises for all attorneys' fees incurred in prosecution of the above-styled action pursuant to O.C.G.A. § 13-6-11.

**WHEREFORE**, the Davises pray the Court will grant the following relief:

- a) The Summons and Process issue as to the Defendant Intown;

- b) That the Defendant Intown be found liable to the Davises for breach of contract as averred in Count I of the above-styled Complaint;
- c) That the Defendant Intown be found liable to the Davises for attorneys' fees and expenses of litigation as averred in Count II of the above-styled Complaint; and
- d) For such other relief the Court deems just and proper.

Respectfully submitted, this 6th day of August, 2024.

**KING, YAKLIN & WILKINS, LLP**

*Attorneys for Plaintiffs Glenn Davis and Melissa Davis*

/s/ Matthew M. Wilkins

Matthew M. Wilkins

Georgia Bar No.: 142291

William H. Hamilton IV

Georgia Bar No.: 672646

192 Anderson Street, Suite 125  
Marietta, Georgia 30060  
(770) 424-9235  
(770) 424-9239 fax  
[mwilkins@kingyaklin.com](mailto:mwilkins@kingyaklin.com)  
[whamilton@kingyaklin.com](mailto:whamilton@kingyaklin.com)

STATE COURT OF  
DEKALB COUNTY, GA.  
8/16/2024 4:08 PM  
E-FILED  
BY: Monica Gay

## **Exhibit “A”**

# Intown★Stars

## SPORTS TRAINING CENTER

### Consulting and Equipment Purchase Agreement

This Agreement is made between Glenn Davis and Melissa Davis, individuals, ("Contractors"), and Intown Gymnastics, LLC, DBA Intown Stars Sports Training and Events Center ("Company"), and is hereby entered this 21<sup>st</sup> Day of June 2023, for the purposes stated herein, and this Agreement shall cancel, supersede, and otherwise replace any prior written or oral agreements between these Parties regarding this subject matter.

**CUSTOMER LIST PURCHASE AGREEMENT:** The Company shall pay Glenn Davis the amount of **\$500** for all customer data from Ninja Quest and any ninja-related businesses owned or operated by Contractors at any time.

**EQUIPMENT PURCHASE AGREEMENT.** The Company shall pay Glenn Davis the amount of **\$84,000** for the following equipment:

- 2-30x10 ft truss rig 10 ft tall
- 2-20x6 ft cedar rigs 10 fully adjustable
- 3-warped walls (8,12,14 ft) with platform and fire pole to get down
- 1-spider jump
- 2-flywheels
- 2-wingnuts
- 20-trapeze
- 20-rings
- 10-doorknob graspers/ringtoss
- 10-cannonball alley holds
- 1-zip line
- 1-cargo net
- 2-shaky ladders
- 2-flying squirrels
- 1-climbing rope
- 1-climbing wall
- 2-Davinci arrows
- 1-peg board
- 1-teeter beam
- 1-set of ascending steps
- 1-set of quintuple steps
- 1-slack line
- 1-beam
- 1-devil steps
- 2-salmon ladders
- 100-straps
- 1-100' rope (salmon ladder) Ninja Obstacle course
- Bubbles
- Archery Attack
- All materials necessary to build the above

Initials Contractor \_\_\_\_\_ Contractor \_\_\_\_\_ Company \_\_\_\_\_

- Air Track

Twelve (12) payments in the amount of \$6,999.00 will be paid to Glenn Davis. The first payment upon arrival of at least 75% of the above inventory. The remaining payments one month later, and each month on the same date thereafter. Company reserves the right to pay balance in full at any time without penalty.

**AGREEMENT TO BUILD "OUTDOOR NINJA RIG/COURSE"**: The Company shall pay Glenn Davis the amount of **\$15,000** for labor and materials and all necessary supplies to build an outdoor ninja rig/course in the same style, size, and functionality as the item in Exhibit A attached hereto. *Rig to be built by 7/1/23*

**CONSULTING AGREEMENT**: The Company shall pay Contractors the amount of \$14,000 for consulting and building services outlined below. The amount is divided into two payments of \$7,000. The first payment of \$7,000 will be paid on June 26<sup>th</sup>, 2023 to Glenn Davis and the second payment of \$7,000 on July 26<sup>th</sup>, 2023, if at least 75% of the deliverables below are complete to the satisfaction of both parties. *50% upon completion*

#### DELIVERABLES:

- Indoor Rig/Course design and build by August 7, 2023
- Outdoor Rig/Course design and build by July 1<sup>st</sup>, 2023
- 4th of July event launch with outdoor rig, course facilitation for guests, and autograph signing ANW guests
- Program Implementation August 7, 2023

Webpage content help with Owner by June 30, 2023

Complete Critical Process for Program Design with Nucleus Team by July 30, 2023 (Exhibit B Attached hereto).

- Recreational Ninja Class Curriculum for ages 3+ for beginner - advanced levels
- Recreational Ninja Coach Training Curriculum for beginner - advanced levels
- Party Curriculum (Ninja, Bubbles, Archery)
- Camp Curriculum
- Coach recruitment and training for classes, camps, and parties
- Open Gym
- Adult programming
- Program Oversight and Coach Training
- ANW Junior marketing and recruiting support
- Facility Rental pricing and guidelines
- Marketing and Advertising strategy support
- Program observation and review week of August 7th-13<sup>th</sup>
- Provide Program Manager level oversight for the Ninja program in the following areas:

**CONFIDENTIALITY**. Contractor acknowledges that, during the engagement, Contractor will have access to and become acquainted with various trade secrets, information, and records owned by Company. Company's customers, and/or used by Company in connection with the operation of its business including, without limitation, Company's business processes, customer lists, social media accounts, accounts, processes, and procedures ("Confidential Information"). Contractor agrees that Contractor will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter.

"Confidential Information" shall mean any and all information regarding the identity of Company's customers, any aspect of Company's business, Company's customer lists, employee lists, products, technology, production, plans, designs, drawings, marketing, processes, methods, prices, costs, finances, management and personnel.

Initials Contractor \_\_\_\_\_ Contractor \_\_\_\_\_ Company \_\_\_\_\_



- Air Track

Twelve (12) payments in the amount of \$6,999.00 will be paid to Glenn Davis. The first payment upon arrival of at least 75% of the above inventory. The remaining payments one month later, and each month on the same date thereafter. Company reserves the right to pay balance in full at any time without penalty.

**AGREEMENT TO BUILD "OUTDOOR NINJA RIG/COURSE":** The Company shall pay Glenn Davis the amount of **\$15,000** for labor and materials and all necessary supplies to build an outdoor ninja rig/course in the same style, size, and functionality as the item in Exhibit A attached hereto. *50% to begin 50% upon completion*

**CONSULTING AGREEMENT:** The Company shall pay Contractors the amount of \$14,000 for consulting and building services outlined below. The amount is divided into two payments of \$7,000. The first payment of \$7,000 will be paid on June 26<sup>th</sup>, 2023 to Glenn Davis and the second payment of \$7,000 on July 26<sup>th</sup>, 2023, if at least 75% of the deliverables below are complete to the satisfaction of both parties.

#### DELIVERABLES:

- Indoor Rig/Course design and build by August 7, 2023
- Outdoor Rig/Course design and build by July 1<sup>st</sup>, 2023
- 4th of July event launch with outdoor rig, course facilitation for guests, and autograph signing ANW guests
- Program Implementation August 7, 2023
  - Webpage content help with Owner by June 30, 2023
  - Complete Critical Process for Program Design with Nucleus Team by July 30, 2023 (Exhibit B Attached hereto).
    - Recreational Ninja Class Curriculum for ages 3+ for beginner - advanced levels
    - Recreational Ninja Coach Training Curriculum for beginner - advanced levels
    - Party Curriculum (Ninja, Bubbles, Archery)
    - Camp Curriculum
    - Coach recruitment and training for classes, camps, and parties
    - Open Gym
    - Adult programming
- Program Oversight and Coach Training
- ANW Junior marketing and recruiting support
- Facility Rental pricing and guidelines
- Marketing and Advertising strategy support
- Program observation and review week of August 7th-13<sup>th</sup>
- Provide Program Manager level oversight for the Ninja program in the following areas:

Set goals for enrollment and number of classes in collaboration with the Department Lead  
 The program manager will have a report card with the Department Lead  
 The program manager will have a report card with the Department Lead  
 The program manager will have a report card with the Department Lead

**CONFIDENTIALITY.** Contractor acknowledges that, during the engagement, Contractor will have access to and become acquainted with various trade secrets, information, and records owned by Company, Company's customers, and/or used by Company in connection with the operation of its business including, without limitation, Company's business processes, customer lists, social media accounts, accounts, processes, and procedures ("Confidential Information"). Contractor agrees that Contractor will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter.

"Confidential Information" shall mean any and all information regarding the identity of Company's customers, any aspect of Company's business, Company's customer lists, employee lists, products, technology, production, plans, designs, drawings, marketing, processes, methods, prices, costs, finances, management and personnel,

Initials Contractor                      Contractor                      Company

plus any other information Company has treated or is treating as "confidential," and which is of value to Company, whether or not such Confidential Information has been provided to Contractor by Company, or which is obtained by or in the course of Contractor's engagement with Company. Confidential Information shall also include: (i) the existence of this Agreement; (ii) Contractor's potential or existing business arrangements with Company; (iii) Company's relationship or proposed relationship with any customer; (iv) all information relating to pricing and/or bids in connection with Company's arrangements with Contractor or any customer; (v) new developments; (iv) trade secrets of Company and any customer; (vii) intellectual property; and (viii) all other proprietary information relating to the business operations of Company or any customer not in the public domain or previously known to Contractor in any form. This covenant shall survive the termination of this Agreement.

2. **OWNERSHIP OF INTELLECTUAL PROPERTY.** Unless otherwise agreed in writing, all intellectual property, as that term is generally and legally defined shall be property of Company, and Contractor agrees that it will make no use of such intellectual property and will not disclose same to others without the express written permission of Company. Any and all Creations, products, inventions, discoveries, developments and innovations conceived by Contractor during employment relative to the duties under this Agreement shall be the exclusive property of Company; and Contractor hereby assigns all right, title, and interest in the same to Company.
3. **NON-SOLICITATION OF EMPLOYEES.** Unless specifically approved by Company in writing, Contractor hereby agrees that during the Term of this Agreement and for a period of twenty-four (24) months following termination of this Agreement, Contractor shall not directly or indirectly solicit for employment, hire, engage as an independent contractor, or induce any employee, or to facilitate any organization with which Contractor becomes associated in soliciting for employment, any person who was employed with Company or any of its subsidiaries or customers. Should Contractor, either directly or indirectly, hire or solicit for employment any of such personnel, Contractor shall pay Company (or its customers), as liquidated damages, an amount equal to fifty percent (50%) of such employee's first year salary, including guaranteed bonuses, for such employee's position.
4. **NON-SOLICITATION OF CUSTOMERS.** Contractor hereby agrees that during the Term of this Agreement and for a period of twenty-four (24) months following termination of this Agreement, Contractor shall not directly or indirectly on Contractor's own behalf or on behalf of others, knowingly solicit, call upon, sell to, perform for, or initiate communication or contact with any customer of Company for the purpose of providing any gymnastics training or other substantially similar services offered by Company ("Services") that were offered or provided by Company to any customer of Company during the Term of this Agreement.
5. **INDEMNITY, HOLD HARMLESS, AND WARRANTY.** Contractor shall comply with all applicable laws, statutes, ordinances, rules, regulations and other governmental requirements relating to this Agreement. Contractor shall indemnify and hold harmless Company, its officers, agents, contractors, and employees from any and all claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities arising out of the performance or attempted performance of the provisions this Agreement; including any willful or negligent act or omission to act on the part of Contractor or Contractor's Agents to the fullest extent allowable by law. Contractor shall indemnify and hold Company harmless from any and all claims, causes of action, losses, damages, liabilities, costs and expenses, including attorneys' fees and expenses of litigation, arising from the death of or injury to any person, from damage to or destruction of property, or from breach of the duties arising from this Agreement, including but not limited to any claim made against Company by a third party arising from this Agreement. Contractor shall notify Company immediately, within three (3) days, in the event of any claim or dispute arising out of or in connection with this Agreement.
6. **TOLLING.** In the event that enforceability of any of the terms of this Agreement shall be challenged in a court of competent jurisdiction and Contractor is not enjoined from breaching one or more of the restrictive covenants, then if a court of competent jurisdiction finds that the challenged restrictive covenant(s) is enforceable, the time periods set forth herein shall be deemed tolled upon the filing of the lawsuit challenging the enforceability of the challenged restrictive covenant until the dispute is finally resolved and all periods of appeal have expired.

Initials Contractor                      Contractor PAI Company

- 7. WAIVER OF LIABILITY.** Contractor acknowledges Contractor's obligations to obtain appropriate insurance coverage for the benefit of Company. Contractor waives any rights to recovery from Company for any injuries that Contractor, Contractor's customers, or Contractor's Agents may sustain as a result of this Agreement.
- 8. MEDIATION, LITIGATION EXPENSE, AND LIMITATIONS OF ACTIONS.** In the event of any dispute or claim arising from the terms and performance of this Agreement, the Parties agree to mediate any such dispute or claim prior to the filing of any legal action. Unless otherwise agreed, the Parties shall equally share (50/50) the costs of mediation. Participation in mediation shall not adversely affect any right or legal remedy the Parties may otherwise have as a matter of law. Should mediation fail to resolve the dispute or in the event a claim, suit, or action is filed to enforce this Agreement or with respect to performance of this Agreement, the prevailing party or parties shall be reimbursed by the non-prevailing party for all costs and expenses incurred in connection with suit or claim, including, without limitation, reasonable attorneys' fees through trial and appeal.
- LIMITATIONS CLAUSE:** The Parties agree that any action arising from this Agreement must be brought no more than **TWO (2) YEARS** after the cause of action arose, unless local law prohibits contractual waiver.
- 9. RETURN OF RECORDS.** Upon termination of this Agreement, Contractor shall timely deliver all records, notes, data, memoranda, and equipment of any nature that are in Contractor's possession or under Contractor's control that are Company's, Company's Client's property, or relate to Company's business.
- 10. ASSIGNMENT.** No obligations under this Agreement may be assigned or transferred to any other person, firm, or corporation without the prior written consent of the other party.
- 11. NOTICES.** Each party giving or making any "notice," defined as a request, demand, or other communication required or permitted by this Agreement, shall give that "notice" in writing, using one the following types of delivery, each of which is a "writing" for purposes of this Agreement, including: personal hand-delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.
- 12. ENTIRE AGREEMENT/MERGER.** This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement, oral or written. This Agreement supersedes any prior written or oral agreements between the Parties.
- 13. MODIFICATION.** Unless otherwise provided herein, no amendment, change, or modification of this Agreement shall be valid unless in writing signed by all Parties.
- 14. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 15. WAIVER.** No waiver of any provision of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, and no waiver will constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.
- 16. APPLICABLE LAW AND VENUE.** The laws of the State of Georgia shall govern the terms of this Agreement. Venue shall be set in DeKalb County, Georgia.
- 17. COUNTERPARTS.** The Parties may execute this Agreement in any number of counterparts, each of which is an original, but all of which shall constitute one and the same instrument.

Initials Contractor \_\_\_\_\_ Contractor \_\_\_\_\_ Company \_\_\_\_\_

18. **ELECTRONIC SIGNATURE.** This Agreement, Exhibits, agreements ancillary to this Agreement, and related documents entered into in connection with this Agreement are deemed "signed" when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

19. **AUTHORITY.** The undersigned warrant and represent that undersigned has full power and authority to enter into this Agreement, to bind Contractor and Company, and to grant the rights set forth herein.

**Contractor:** Glenn Davis and Melissa Davis

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Company:** Intown Gymnastics, LLC, DBA Intown Stars Sports Training and Events Center

Signature: \_\_\_\_\_

ANNA SANTIAGO, OWNER

Date: \_\_\_\_\_

Initials Contractor \_\_\_\_\_

Contractor \_\_\_\_\_

Company \_\_\_\_\_



## EXHIBIT A

Build

W-9

Intown Stars is a class-based business. All programs within this class-based business model have the same design foundation. We replicate each policy and procedure for every program, to ensure consistency and quality. Whether it is an established program or a new addition to the menu of offerings, we follow the same template. This allows our program managers to know what is expected of them, and our customers to count on us to deliver the same world-class customer experience no matter what sport they enjoy.

- ✗ Assess need for indoor and outdoor space, staff, and equipment - indoor, N. Gym, equipment
    - Create curriculum - age groups, skill levels, class hours, competitive focus + evaluation
  - ✗ Design schedule and enter in IclassPro T/Th Starting out
  - ✗ Create program email address 3:30 - 7:30
  - ✗ Identify auxiliary programs to the program: camps, clinics, parties, open gym, adult classes, etc. Any insights
  - ✗ Create work scopes and responsibilities for staff and program manager
  - ✗ Create Program Manual/Onboarding documents Party packages
  - ✗ Ensure skills are entered into Skill Tracker Pricing for All
  - ✗ Ensure best practices in program are being considered
  - Design ongoing training program for current and new coaches - replicate when available
- 
- \* 95 for 1 50min Classes
  - \* 125 for 2 4yrs old
  - ✗ Class-Based Business Triad: Create a pricing, ratio, and payroll structure 1:6 Any Coach Prospects
  - ✗ Determine minimum and maximum revenue goal based on available space 30K by Dec
  - ✗ Determine profit margin goal 80%
  - ✗ Determine revenue per square foot and identify any competing programs
  - List expenses and overhead - initial start-up costs and ongoing costs Training Schedule
- 
- Create language and images for description on website Beg, Int, Adv, Parties, open gym, adult classes
  - ✗ Marketing materials - logo, website, mood media, social media
  - ✗ Design marketing plan -Justin, Kresha, Cory
  - ✗ Create a hashtag. Use social media to promote program once/week.
  - ✗ Create Website page for program, and schedule Ongoing website updates with marketing manager -Justin
  - ✗ Create content for monthly newsletter Leagues? WNL-UNAA - We can host competitions
- 
- ✗ Ensure all program information is clearly communicated to Hospitality before any market push.
  - Request all program dates to be added to the gym master calendar
  - ✗ Communicate changes to program as needed
- 
- Work with your Department Leader to define the type of candidate you would like to attract
  - Create a job description- for part time or full, availability requirements, skill requirements, and pay
  - Add to Bamboo as a job posting

Each new program will undergo program reviews to determine if a pivot is necessary. The Executive Team works with Initial Contractor to gather the necessary information to assess the program. The following factors are considered to determine the sustainability of the program:

- Attendance
- Staff effectiveness
- Market appeal

EXHIBIT B



Initials Contractor \_\_\_\_\_ Contractor \_\_\_\_\_ Company \_\_\_\_\_

## **Exhibit “B”**



King, Yaklin & Wilkins, LLP  
Attorneys at Law

192 Anderson Street  
Suite 125  
Marietta, GA 30060  
Business: 770-424-9235  
Fax: 770-424-9239  
www.kingyaklin.com

Matthew M. Wilkins, Partner  
mwilkins@kingyaklin.com

April 23, 2024

**VIA EMAIL ATTACHMENT, REGULAR MAIL, AND CERTIFIED MAIL**

Anna Robinson Santiago  
Intown Gymnastics, LLC dba Intown Stars Sports Training and Events Center  
421 DeKalb Industrial Way  
Decatur, Georgia 30033  
anna@intownstarsatl.com

Anna Robinson, Registered Agent  
Intown Gymnastics, LLC dba Intown Stars Sports Training and Events Center  
1629 Ridgewood Drive  
Atlanta, Georgia 30307

Re: *Debt Owed to Glenn Davis and Melissa Davis, Demand for Payment*

Dear Ms. Santiago:

My Firm represents Glenn Davis and Melissa Davis. We have been retained due to your breach of the Parties' Consulting and Equipment Purchase Agreement dated June 21, 2023 ("Agreement"). Excluding interest and attorneys' fees, you owe Glenn and Melissa Davis \$30,000.

The facts are straightforward and not in dispute. Following June 21, 2023, the Davises delivered and installed the equipment identified in the Agreement. The purchase price for the equipment is \$84,000. Mr. Davis determined the fire pole would not be safe in your space, so he substituted a more expensive ladder for no additional charge. The equipment was installed by mid-November 2023. After paying \$54,000 towards the \$84,000 purchase price, you unilaterally stopped making the required payments, without any legal basis or justification.

In fact, the consulting portion of the Agreement proves you accepted the equipment and were satisfied with my clients' performance. You paid the full \$14,000 in consulting fees, with the second half due "if at least 75% of the deliverables are complete the satisfaction of both parties." Thus, payment conclusively demonstrates your satisfaction with the consulting deliverables. Yet, it is crucial to note, your purchase of the equipment and the Davises' provision of consulting services are separate and distinct legal obligations. You may not withhold payment for the equipment on grounds the Davises did not fulfill their consulting obligations.



Intown Gymnastics, LLC

April 23, 2024

Page 2

To avoid litigation or the mediation portions of the Agreement, the Davises will accept either (i) payment of \$30,000 or (ii) return of the large metal truss rig, including the frame and all attachments and accessories. You may deliver a check to my office made payable to “Glenn and Melissa Davis,” or you may coordinate return of the rig, whereby the Davises will uninstall and remove it.

We would appreciate your written response on or before April 30, 2024.

Should you have any questions, or if you would like to discuss this matter at greater length, please do not hesitate to contact me. Please forward a copy of this letter to your legal counsel if you have legal counsel.

Cordially,

**KING, YAKLIN & WILKINS, LLP**



Matthew M. Wilkins

For the Firm

cc: Client (via e-mail attachment)  
William H. Hamilton IV, Esq.