

Sandercock Attorney Correspondence

Goodfarb & Sandercock Attorney Correspondence

1273 emails

June 2020 -- August 2023

1418 pages

Christian Gray v. American Package Co., Inc.

Attorney / Case Correspondence Archive

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2022-03-31	Edward Olmsted	Re: I set up to meet Jack Glass at 97 Greene on April 11 Monday -Let me kn	1208
2022-03-31	Christian Gray	Re: I set up to meet Jack Glass at 97 Greene on April 11 Monday -Let me kn	1209
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2023-08-09	Margaret Sandercock	Re: Gray	1415
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Date: Jun 10, 2020 01:21 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

June 10, 2020 - 9:20 AM

\$750.00

full transaction receipt

View the Privacy Policies for
Clover

Date: Jun 11, 2020 02:12 PM

From: "Adam Goodfarb" <adg@goodfarblaw.com>

To: "CHRISTIANGRAY3@PROTONMAIL.COM" <CHRISTIANGRAY3@PROTONMAIL.COM>

Cc: "Jenifer Orefice" <jo@goodfarblaw.com>, "Margaret Sandercock"
<mbs@goodfarblaw.com>

Subject: Payment of additional \$1500 toward retainer

Christian- Please check with Pryor Cashman as to the status of the payment of \$1500. We have not received a wire but they may have sent a check or wire to you.

In the meantime, I have left a message with the environmental expert about the inspection.

Adam D. Goodfarb, Esq.

Goodfarb & Sandercock, LLP

adg@goodfarblaw.com

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Date: Jun 11, 2020 04:23 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Adam Goodfarb" <adg@goodfarblaw.com>

Cc: "Jenifer Orefice" <jo@goodfarblaw.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Payment of additional \$1500 toward retainer

I just reached out to them letting them know you haven't received the wire and asked them when you can expect to have it in your account.

Sent from ProtonMail Mobile

On Thu, Jun 11, 2020 at 10:12, Adam Goodfarb wrote:

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adg@goodfarblaw.com

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Date: Jun 11, 2020 04:24 PM

From: "Adam Goodfarb" <adg@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Jenifer Orefice" <jo@goodfarblaw.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Payment of additional \$1500 toward retainer

Thanks. I will call the expert again.

Adam D. Goodfarb, Esq.

Goodfarb & Sandercock, LLP

Adg@goodfarblaw.com

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Date: Jun 11, 2020 04:51 PM

From: "Adam Goodfarb" <adg@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Jenifer Orefice" <jo@goodfarblaw.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: Re: Payment of additional \$1500 toward retainer

Christian- I spoke to the expert. His name is Ed Olmsted. He can have his firm in your space in the first few days of next week. You definitely want him there before mold remediators do any work in the space.

Ed confirmed that the price for the initial inspection is approximately one thousand dollars. Ed said to call him at 914-318-2686. He will set up an appointment with you.

Also, have you saved the materials that you lost in the flood, such as recording equipment. We need everything you can locate for the property damage case.

Adam D. Goodfarb, Esq.

Goodfarb & Sandercock, LLP

Adg@goodfarblaw.com

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Adam D. Goodfarb, Esq.

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Date: Jun 11, 2020 05:00 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Adam Goodfarb" <adg@goodfarblaw.com>
Cc: "Jenifer Orefice" <jo@goodfarblaw.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Elizabeth Sandercock" <es@goodfarblaw.com>
Subject: Re: Payment of additional \$1500 toward retainer

Adam- I saved the recording equipment but threw out everything else. There was no place to store it and a lot of it was moldy and all of it was severely water damaged. I took pictures of everything that I threw out and made a detailed list. There is extensive photo and some video documentation. There are also neighbors that would be willing to write affidavits or testify in-person, if necessary, as to the extent of the damage, and to the mold fumes that came from my apartment and affected much of the building.

I'll call Ed to set up an appointment and will schedule for ASAP.

Thank you,
Christian

Sent from ProtonMail Mobile

On Thu, Jun 11, 2020 at 12:51, Adam Goodfarb wrote:

Christian- I spoke to the expert. His name is Ed Olmsted. He can have his firm in your space in the first few days of next week. You definitely want him there before mold remediators do any work in the space.

Ed confirmed that the price for the initial inspection is approximately one thousand dollars. Ed said to call him at 914-318-2686. He will set up an appointment with you.

Also, have you saved the materials that you lost in the flood, such as recording equipment. We need everything you can locate for the property damage case.

Adam D. Goodfarb, Esq.

Goodfarb & Sandercock, LLP

Adg@goodfarblaw.com

MANHATTAN OFFICE:

110 East 59th Street, 22nd floor

New York, NY 10022

212.509.0440

212.509.0464 fax

WHITE PLAINS OFFICE:

235 Main Street, Penthouse Suite

White Plains, NY 10601

914.428.3400

914.428.3407 fax

On Jun 11, 2020, at 12:23 PM, Christian Gray wrote:

I just reached out to them letting them know you haven't received the wire and asked them when you can expect to have it in your account.

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In the meantime, I have left a message with the environmental expert about the inspection.

Adam D. Goodfarb, Esq.

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To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Jenifer Orefice" <jo@goodfarblaw.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: Re: Payment of additional \$1500 toward retainer

I believe the wire for \$1500. has just been received.

Adam D. Goodfarb, Esq.

Goodfarb & Sandercock, LLP

Adg@goodfarblaw.com

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To: "Adam Goodfarb" <adg@goodfarblaw.com>

Cc: "Jenifer Orefice" <jo@goodfarblaw.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: Re: Payment of additional \$1500 toward retainer

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Cc: "Jenifer Orefice" <jo@goodfarblaw.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: Re: Payment of additional \$1500 toward retainer

Yes. As I wrote, it has just been received.

Adam D. Goodfarb, Esq.

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Adg@goodfarblaw.com

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Ed confirmed that the price for the initial inspection is approximately one thousand dollars. Ed said to call him at 914-318-2686. He will set up an appointment with you.

Also, have you saved the materials that you lost in the flood, such as recording equipment. We need everything you can locate for the property damage case.

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Date: Jun 11, 2020 05:31 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Adam Goodfarb" <adg@goodfarblaw.com>
Cc: "Jenifer Orefice" <jo@goodfarblaw.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Elizabeth Sandercock" <es@goodfarblaw.com>
Subject: Re: Payment of additional \$1500 toward retainer

I spoke with Ed and he is coming to inspect the loft on Monday around 3pm. Thank you.
Christian

Sent from ProtonMail Mobile

On Thu, Jun 11, 2020 at 12:51, Adam Goodfarb wrote:

Christian- I spoke to the expert. His name is Ed Olmsted. He can have his firm in your space in the first few days of next week. You definitely want him there before mold remediators do any work in the space.

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Also, have you saved the materials that you lost in the flood, such as recording equipment. We need everything you can locate for the property damage case.

Adam D. Goodfarb, Esq.

Goodfarb & Sandercock, LLP

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Cc: "Jenifer Orefice" <jo@goodfarblaw.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: Re: Payment of additional \$1500 toward retainer

Great.

Adam D. Goodfarb, Esq.

Goodfarb & Sandercock, LLP

Adg@goodfarblaw.com

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To: "Adam Goodfarb" <adg@goodfarblaw.com>
Cc: "Jenifer Orefice" <jo@goodfarblaw.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Elizabeth Sandercock" <es@goodfarblaw.com>
Subject: Re: Payment of additional \$1500 toward retainer

Good news regarding the wire.

The recording equipment is the most expensive items that were exposed to the flood water.

I have Excel sheets listing all of the damaged items including price lists.

Sent from ProtonMail Mobile

On Thu, Jun 11, 2020 at 13:15, Adam Goodfarb wrote:

Yes. As I wrote, it has just been received.

Adam D. Goodfarb, Esq.

Goodfarb & Sandercock, LLP

Adg@goodfarblaw.com

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Date: Jun 15, 2020 06:48 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Adam Goodfarb" <adg@goodfarblaw.com>

Cc: "Elizabeth Sandercock" <es@goodfarblaw.com>, "Jenifer Orefice" <jo@goodfarblaw.com>

Subject: Re: HP case

We have learned that new cases can be brought in the Housing Court as of next week. There is reason to believe we should do this sooner rather than later, as other kinds of Housing Court cases require a predicate notice to be served and those kinds of cases will not be started next week due to the need for a predicate notice.

Christian, I need to arrange to speak to you tomorrow or Weds. in order to prepare your HP petition. This is the case for mold repairs that we told you we have to bring first, before we can sue your landlord for money. Please let me know when a phone call would be possible.

To finalize the papers, apart from the phone conversation, we need Ed Olmsted's report which will be emailed to us, and an original signature by Christian on a verification. Jen, I am asking you to prepare an HP verification and send it to Christian. You can probably get this from the O'Rourke matter.

Christian, all you do is print it and sign your name. Do not date it or fill in anything else. Please mail it to Elizabeth Sandercock, 1020 Grand Concourse, Apt. 4T, Bronx, NY 10451 as soon as you can.

Jen and Elizabeth, please confer between yourselves and if Elizabeth does not have any business checks at home, Jen, can you please mail her a few.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, June 11, 2020 at 1:10 PM

To: Adam Goodfarb

Cc: Jenifer Orefice , Margaret Sandercock , Elizabeth Sandercock

Subject: Re: Payment of additional

500 toward retainer

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Sent from ProtonMail Mobile

On Thu, Jun 11, 2020 at 12:51, Adam Goodfarb wrote:

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Ed confirmed that the price for the initial inspection is approximately one thousand dollars. Ed said to call him at 914-318-2686. He will set up an appointment with you.

Also, have you saved the materials that you lost in the flood, such as recording equipment. We need everything you can locate for the property damage case.

Adam D. Goodfarb, Esq.

Goodfarb & Sandercock, LLP

Adg@goodfarblaw.com

MANHATTAN OFFICE:

110 East 59th Street, 22nd floor

New York, NY 10022

212.509.0440

212.509.0464 fax

WHITE PLAINS OFFICE:

235 Main Street, Penthouse Suite

White Plains, NY 10601

914.428.3400

914.428.3407 fax

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[Body truncated at extraction limit]

Date: Jun 16, 2020 01:58 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Adam Goodfarb" <adg@goodfarblaw.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Retainer Letter

Please sign and return the attached retainer letter. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

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New York, NY 10022

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Date: Jun 16, 2020 02:20 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>, "Adam Goodfarb" <adg@goodfarblaw.com>

Cc: "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: Re: HP case

Please sign and return the attached Verification as instructed by Ms. Sandercock. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: Margaret Sandercock

Date: Monday, June 15, 2020 at 2:48 PM

To: Christian Gray , Adam Goodfarb

Cc: Elizabeth Sandercock , Jenifer Orefice

Subject: Re: HP case

We have learned that new cases can be brought in the Housing Court as of next week. There is reason to believe we should do this sooner rather than later, as other kinds of Housing Court cases require a predicate notice to be served and those kinds of cases will not be started next week due to the need for a predicate notice.

Christian, I need to arrange to speak to you tomorrow or Weds. in order to prepare your HP petition. This is the case for mold repairs that we told you we have to bring first, before we can sue your landlord for money. Please let me know when a phone call would be possible.

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Jen and Elizabeth, please confer between yourselves and if Elizabeth does not have any business checks at home, Jen, can you please mail her a few.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, June 11, 2020 at 1:10 PM

To: Adam Goodfarb

Cc: Jenifer Orefice , Margaret Sandercock , Elizabeth Sandercock

Subject: Re: Payment of additional

500 toward retainer

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Also, have you saved the materials that you lost in the flood, such as recording equipment. We need everything you can locate for the property damage case.

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Date: Jun 16, 2020 04:12 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Adam Goodfarb" <adg@goodfarblaw.com>
Cc: "Elizabeth Sandercock" <es@goodfarblaw.com>, "Jenifer Orefice" <jjo@goodfarblaw.com>
Subject: Re: HP case

I am available to take a call today before 3 or after 5:30 this eve or anytime tomorrow afternoon.

I have received the email from Jen with the documents attached. I will get them printed out and mail them to you today.

Let's schedule the call for tomorrow or this eve after 5:30 so that I can get the documents printed at Staples, as I lost my printer in the flood, and can get to the Post Office before it closes. I also have a 4pm meeting with a client at the studio but should be available after 5:30.

Thanks for referring Ed, he came yesterday and did a 3.5 hour inspection, and I enjoyed his company.

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Sent from ProtonMail Mobile

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From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, June 11, 2020 at 1:10 PM

To: Adam Goodfarb

Cc: Jenifer Orefice , Margaret Sandercock , Elizabeth Sandercock

Subject: Re: Payment of additional

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To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Adam Goodfarb" <adg@goodfarblaw.com>, "Elizabeth Sandercock" <es@goodfarblaw.com>, "Jenifer Orefice" <jo@goodfarblaw.com>

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Cc: Jenifer Orefice , Margaret Sandercock , Elizabeth Sandercock

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Cc: "Adam Goodfarb" <adg@goodfarblaw.com>, "Elizabeth Sandercock" <es@goodfarblaw.com>, "Jenifer Orefice" <jo@goodfarblaw.com>

Subject: Re: HP case

Let's schedule the phone meeting for 12pm tomorrow.

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914

[Body truncated at extraction limit]

Date: Jun 16, 2020 04:56 PM

From: "Elizabeth Sandercock" <es@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Adam Goodfarb" <adg@goodfarblaw.com>, "Jenifer Orefice" <jo@goodfarblaw.com>

Subject: Re: HP case

Unfortunately, we need hardcopies with your handwritten signature.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, June 16, 2020 at 12:55 PM

To: Margaret Sandercock

Cc: Adam Goodfarb , Elizabeth Sandercock , Jenifer Orefice

Subject: Re: HP case

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Jen and Elizabeth, please confer between yourselves and if Elizabeth does not have any business checks at home, Jen, can you please mail her a few.

From:
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Reply-To: Christian Gray

Date: Thursday, June 11, 2020 at 1:10 PM

To: Adam Goodfarb

Cc: Jenifer Orefice , Margaret Sandercock , Elizabeth Sandercock

Subject: Re: Payment of additional

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From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: HP case

My iPhone number is 347-756-0770.

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CONFIDENTIALITY: The information contained in this e-mail message is intended only for the designated recipient. The message may be an attorney/client communication, and

[Body truncated at extraction limit]

Date: Jun 16, 2020 04:58 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: Re: HP case

Understood. I'll have them signed and mailed out today.

Sent from ProtonMail Mobile

On Tue, Jun 16, 2020 at 12:56, Elizabeth Sandercock wrote:

Unfortunately, we need hardcopies with your handwritten signature.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, June 16, 2020 at 12:55 PM

To: Margaret Sandercock

Cc: Adam Goodfarb , Elizabeth Sandercock , Jenifer Orefice

Subject: Re: HP case

Let's schedule the phone meeting for 12pm tomorrow.

Can I assign my digital signature (taken from a handwritten signature) to the .pdf's and email then to you or do they need to be hardcopies with my handwritten signature on them?

Sent from ProtonMail Mobile

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White

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Date: Jun 16, 2020 04:59 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: HP case

Ok, noon tomorrow.

Sent from my iPhone

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To finalize the papers, apart from the phone conversation, we need Ed Olmsted's report which will be emailed to us, and an original signature by Christian on a verification. Jen, I am asking you to prepare an HP verification and send it to Christian. You can probably get this from the O'Rourke matter.

Christian, all you do is print it and sign your name. Do not date it or fill in anything else. Please mail it to Elizabeth Sandercock, 1020 Grand Concourse, Apt. 4T, Bronx, NY 10451 as soon as you can.

Jen and Elizabeth, please confer between yourselves and if Elizabeth does not have any business checks at home, Jen, can you please mail her a few.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, June 11, 2020 at 1:10 PM

To: Adam Goodfarb

Cc: Jenifer Orefice , Margaret Sandercock , Elizabeth Sandercock

Subject: Re: Payment of additional

500 toward retainer

Eric just returned my email and said that it should be in your account today and that they had to deal with some paperwork before it was sent.

Sent from ProtonMail Mobile

On Thu, Jun 11, 2020 at 12:51, Adam Goodfarb wrote:

Christian- I spoke to the expert. His name is Ed Olmsted. He can have his firm in your space in the first few days of next week. You definitely want him there before mold remediators do any work in the space.

Ed confirmed that the price for the initial inspection is approximately one thousand dollars. Ed said to call him at 914-318-2686. He will set up an appointment with you.

Also, have you saved the materials that you lost in the flood, such as recording equipment. We need everything you can locate for the property damage case.

Adam D. Goodfarb, Esq.

Goodfarb & Sandercock, LLP

Adg@goodfarblaw.com

MANHATTAN OFFICE:

110 East 59th Street, 22nd floor

New York, NY 10022

212.509.0440

212.509.0464 fax

WHITE PLAINS OFFICE:

235 Main Street, Penthouse Suite

White Plains, NY 10601

914.428.3400

914.428.3407 fax

On Jun 11, 2020, at 12:23 PM, Christian Gray wrote:

I just reached out to them letting them know you haven't received the wire and asked them when you can expect to have it in your account.

Sent from ProtonMail Mobile

On Thu, Jun 11, 2020 at 10:12, Adam Goodfarb wrote:

Christian- Please check with Pryor Cashman as to the status of the payment of \$1500. We have not received a wire but they may have sent a check or wire to you.

In the meantime, I have left

[Body truncated at extraction limit]

Date: Jun 16, 2020 05:20 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: HP case

Ok. Will do.

Sent from ProtonMail Mobile

On Tue, Jun 16, 2020 at 13:16, Margaret Sandercock wrote:

No. Just sign your name.

Sent from my iPhone

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Ok. Do I need to have it notarized as well?

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Ed Olmsted is a very nice guy.

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I have received the email from Jen with the documents attached. I will get them printed out and mail them to you today.

Let's schedule the call for tomorrow or this eve after 5:30 so that I can get the documents printed at Staples, as I lost my printer in the flood, and can get to the Post Office before it closes. I also have a 4pm meeting with a client at the studio but should be available after 5:30.

Thanks for referring Ed, he came yesterday and did a 3.5 hour inspection, and I enjoyed his company.

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Subject: Re: Payment of additional

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Also, have you saved the materials that you lost in the flood, such as recording equipment. We need everything you can locate for the property damage case.

Adam D. Goodfarb, Esq.

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Subject: Re: HP case

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Date: Jun 16, 2020 09:23 PM

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Subject: Re: HP case

Thank you.

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[Body truncated at extraction limit]

Date: Jun 16, 2020 10:06 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Adam Goodfarb" <adg@goodfarblaw.com>, "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: Re: HP case

I spoke to Ed Olmsted as I had to cancel a date he was holding for another case. He says he won't have Christian's lab report for probably 8 days as he requested them to culture some of the samples and that's how long it takes. I'll be speaking with Christian tomorrow at noon so I can make sure the papers are correct, and we will have them ready when the report comes in.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, June 16, 2020 at 4:09 PM

To: Margaret Sandercock

Subject: Re: HP case

I mailed both signed forms to Elizabeth.

USPS expected delivery date is Friday, 6/19/20.

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Christian Gray

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Date: Thursday, June 11, 2020 at 1:10 PM

To: Adam Goodfarb

Cc: Jenifer Orefice , Margaret Sandercock , Elizabeth Sandercock

Subject: Re: Payment of additional

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Also, have you saved the materials that you lost in the flood, such as recording equipment. We need everything you can locate for the property damage case.

Adam D. Goodfarb,
[Body truncated at extraction limit]

Date: Jun 17, 2020 10:25 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: HP case

Please review the attached petition and advise Ms. Sandercock of any comments. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

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CONFIDENTIALITY: The information contained in this e-mail message is intended only for the designated recipient. The message may be an attorney/client communication, and if so, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you have received this e-mail in error. If you have received this e-mail in error, please call Goodfarb & Sandercock, LLP at (914) 428-3400 to advise us of the same, delete the original message from your system and then confirm its deletion. Any review, dissemination, distribution or copying of this message is strictly prohibited. Thank you.

Date: Jun 18, 2020 07:53 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Jenifer Orefice" <jo@goodfarblaw.com>
Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: Re: HP case

HP Petition Review

Greetings, here are some notes in reference to items 4 and 7. There is some additional information too, including the occurrence of a second flood on December 8th where there was further damage to personal property and living space.

Thank you.

4. On the night of October 13th at approximately 11pm a branch of the building's sprinkler system broke off in the residence located above G21 and flooded G21 through the ceiling. The NYFD had to come and turn off the main sprinkler shut-off valve, this process took hours to be completed and the water flowed into G21 until 5:30am. The flooding through the ceiling resulted in catastrophic damage to the personal living spaces as well as the place of business, the recording studios. The tenant lost most of his personal possessions to severe water damage. The landlord was issued a violation and court appearance order for "Improper Sprinkler Maintenance".

7. I don't know when Marty actually returned from Israel. Correction of previous information I gave you: Marty showed up approximately 4 weeks after the flood incident and I don't remember if he actually inspected the apartment. I talked with him in the stairwell. He did come in at some point with the insurance adjuster, Evan Katz, with Power Adjustment, the company that Marty hired to handle the claim with his insurance company. Power Adjustment hired Total Restoration to do the remediation. Of note: Marty had remediation done to the entire length of the Common Hallway, on the other side of my front door, immediately after the flood occurred and made no effort to start remediation on my place. Could this be seen as a form of harassment?

The insurance adjuster, Chris Roussin with Total Restoration came on Wednesday, November 20th. That's when the "remediation" process, or at least the inspection started. That's where I had the 6.5 weeks in my head. They didn't bring in the dryers etc. until after Thanksgiving. The drying equipment was brought in to David's, my adjacent neighbor that I share a party wall with, on the December 16th. Total Restoration transferred the equipment to my apartment a few days later, so the actual remediation didn't start until 8 plus weeks after the flood.

Candice Kowalewski, an environmental inspector, with ALC Environmental came to inspect G21, on Marty's behalf, on February 7th and issued her report on February 14th.

Note: The house was flooded again due to a clogged drain on the roof on the night of December 8th causing more damage and loss of property.

Thank you for your time.

Sincerely,

Christian Gray

Sent with ProtonMail Secure Email.

----- Original Message -----

On Wednesday, June 17, 2020 6:25 PM, Jenifer Orefice wrote:

Please review the attached petition and advise Ms. Sandercock of any comments. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

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Date: Jun 18, 2020 10:43 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: HP case

Thank you for sending this. I cannot revise till Monday as I just read my email, my assistant is gone for the day, and she is off tomorrow.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, June 18, 2020 at 3:54 PM

To: Jenifer Orefice

Cc: Margaret Sandercock

Subject: Re: HP case

HP Petition Review

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Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

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Date: Jun 19, 2020 01:10 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Jenifer Orefice" <jo@goodfarblaw.com>

Subject: Re: HP case

By the way, we received the signed verification, thank you for sending it.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, June 18, 2020 at 3:54 PM

To: Jenifer Orefice

Cc: Margaret Sandercock

Subject: Re: HP case

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Sincerely,

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Date: Jun 19, 2020 01:40 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: HP case

No worries! I'm leaning towards Neratoff and I look forward to our intro and hopefully employing his services. Thanks again.

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Alexandr Neratoff" <alexandr@neratoff.com>, "christiangray3@protonmail.com" <christiangray3@protonmail.com>

Subject: introduction

Alex, Christian is a client of ours who is an IMD tenant under the 2010 law at the building 226 Franklin St. in Brooklyn. There used to be very many IMD units under the 2010 law in that building but the landlord has bought some people out and the tenant association is no longer huge. Bob Petrucci is the counsel to the TA. I have done a lot of individual work for various people in the building for many years.

The TA architect is presently Arthur Atlas and the TA is interested in changing. The work I am doing with Christian is unlikely to need an architect - it's a mold case. However, I mentioned you to Christian when he told me the TA may need to change architects, and I think he's interested in speaking with you regarding possible engagement by the TA, depending on what the TA decides. I will leave the two of you to discuss on your own.

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Date: Jun 19, 2020 01:48 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "John Peachy" <john_peachy@msn.com>, "christiangray3@protonmail.com" <christiangray3@protonmail.com>

Subject: introduction

Mr. Peachy, Christian Gray is an IMD tenant at 226 Franklin St. in Brooklyn. The TA of which I am not counsel, Bob Petrucci is, is considering changing from their present architect, Arthur Atlas, and your name came up. I know Christian because I am handling an individual matter for him; I have done a lot of work for individuals in the building for years. He asked me to introduce the two of you, which I am doing.

I wanted to check whether you have a conflict of interest in this building. The landlord is American Package, the principal of which is Martin Kofman.

If you do not, I can provide a tiny amount more information, and then I will leave the two of you to discuss on your own.

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Date: Jun 19, 2020 02:19 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: HP case

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Sent from my iPhone

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Note:

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Thank you for your time.

Sincerely,

Christian Gray

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ProtonMail Secure Email.

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On Wednesday, June 17, 2020 6:25 PM, Jenifer Orefice wrote:

Please review the attached petition and advise Ms. Sandercock of any comments. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

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New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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[Body truncated at extraction limit]

Date: Jun 18, 2020 11:59 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, <christiangray3@protonmail.com>

Subject: RE: introduction

Thank you, Margaret! Hello, Christian - give me a call tomorrow or Monday, afternoons are better. I see the application was approved in January 2019 and shows one additional IMD apartment on the 1st floor and two on the 2nd floor, but includes a reference to 39 apartments total - are the others IMDs or market units? I have not studied this yet, but it's odd that all but three apartments are not listed in this last Alt. 1 application's Schedule A (which is the schedule of proposed uses).

Best to reach me by cell - 917 548-1151.

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

From: Margaret Sandercock [mailto:mbs@goodfarblaw.com]

Sent: Thursday, June 18, 2020 9:44 PM

To: Alexandr Neratoff ; christiangray3@protonmail.com

Subject: introduction

Alex, Christian is a client of ours who is an IMD tenant under the 2010 law at the building 226 Franklin St. in Brooklyn. There used to be very many IMD units under the 2010 law in that building but the landlord has bought some people out and the tenant association is no longer huge. Bob Petrucci is the counsel to the TA. I have done a lot of individual work for various people in the building for many years.

The TA architect is presently Arthur Atlas and the TA is interested in changing. The work I am doing with Christian is unlikely to need an architect - it's a mold case. However, I mentioned you to Christian when he told me the TA may need to change architects, and I think he's interested in speaking with you regarding possible engagement by the TA, depending on what the TA decides. I will leave the two of you to discuss on your own.

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Virus-free. www.avast.com

Date: Jun 19, 2020 04:15 PM

From: "John Peachy" <john_peachy@msn.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>,
"christiangray3@protonmail.com" <christiangray3@protonmail.com>

Subject: Re: introduction

Thank you Ms. Sandercock. Mr. Gray, it is nice to virtually meet you.

I am available and do not have a conflict.

Thank you,

John

John Furth Peachy, RA, CPHD

146 Franklin Street New York, New York 10013

Tel. 212.226.6463 Fax 212.226.0826

From: Margaret Sandercock

Sent: Thursday, June 18, 2020 9:48 PM

To: John Peachy ; christiangray3@protonmail.com

Subject: introduction

Mr. Peachy, Christian Gray is an IMD tenant at 226 Franklin St. in Brooklyn. The TA of which I am not counsel, Bob Petrucci is, is considering changing from their present architect, Arthur Atlas, and your name came up. I know

Christian because I am handling an individual matter for him; I have done a lot of work for individuals in the building for years. He asked me to introduce the two of you, which I am doing.

I wanted to check whether you have a conflict of interest in this building. The landlord is American Package, the principal of which is Martin Kofman.

If you do not, I can provide a tiny amount more information, and then I will leave the two of you to discuss on your own.

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To: "John Peachy" <john_peachy@msn.com>

Cc: "christiangray3@protonmail.com" <christiangray3@protonmail.com>

Subject: Re: introduction

226 Franklin is covered under the 2010 law. There used to be a ton of IMD units but some have been bought out so the TA isn't huge any more. Bob Petrucci is their lawyer. I have done a lot of individual work in the building and am representing Christian on an individual case right now.

I'll leave the two of you to it.

Sent from my iPhone

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I am available and do not have a conflict.

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Date: Jun 22, 2020 03:21 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

Cc: "Adam Goodfarb" <adg@goodfarblaw.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: a message from Goodfarb & Sandercock, LLP

Effective Monday, June 29, 2020, our firm will resume working from our Manhattan and White Plains offices. As of that date, mail may be sent to either office, rather than the alternate addresses we have been providing.

Our firm has remained fully operational working remotely during the pandemic. When we return, we will be able to resume client meetings in the office as needed.

We hope that each of you has remained safe during this crisis.

Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

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To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Jenifer Orefice" <j@goodfarblaw.com>

Subject: Re: HP case

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Date: Thursday, June 18, 2020 at 3:54 PM

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Cc: Margaret Sandercock

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Subject: Re: HP case

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JO@Goodfarblaw.com

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Date: Jun 23, 2020 02:24 PM

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Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

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Date: Jun 23, 2020 02:40 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Jenifer Orefice" <jo@goodfarblaw.com>

Subject: Re: HP case

Did Ed submit the report? If so, can you please send me a copy. Thank you.

Sent from ProtonMail Mobile

On Tue, Jun 23, 2020 at 10:25, Margaret Sandercock wrote:

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faxed you one small change.

Sent from my iPhone

On Jun 23, 2020, at 10:24 AM, Christian Gray wrote:

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Everything else looks accurate.

Thank you,

Christian

Sent with
ProtonMail Secure Email.

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On Monday, June 22, 2020 2:15 PM, Jenifer Orefice wrote:

The Order to Show Cause and Petition are attached for your review.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: Margaret Sandercock

Date: Monday, June 22, 2020 at 1:39 PM

To: Christian Gray

Cc: Jenifer Orefice

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To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Jenifer Orefice" <jjo@goodfarblaw.com>

Subject: Re: HP case

We don't have it yet.

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Date: Jun 23, 2020 06:32 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Fw: 97 Green St Apt. G21 Mold Remediation Report

Marty sent me this email yesterday. Below it is are the responses of Candice Kowalewski (the environmental inspector with ALC, who came and did the mold inspection and subsequent report) to my concerns about her report and scope of work outlined by Chris Roussin of Total Restoration (the mold mitigation company). They want to start the mold remediation asap. There is still a conflict in the language used by Candice and I haven't seen an amended scope of work by Chris Roussin. The conflict in language is apparent between the first RED sentence:

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And:

As obstructive materials are removed, water impacted areas should be inspected for visible microbial growth such as behind the drywall walls, insulation, subfloors etc. in the living room, hallway, acoustic studio 1, 2, 3, and foyer. If discovery is made, it is permitted to remove water damaged materials. (As I explained in person during my visit; there are areas that I cannot make a determination on if I can't see it, further inspection would be needed as materials are removed.

In my opinion, those are two different mandates.

1. ALL Porous materials that were impacted by water, and damaged, or has visible mold should be removed.

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Number 2 is basically reapplied to the rest of the comments by Candice to the rest of my concerns. I sent this to Ed yesterday and asked how he thinks that I should respond/move forward and haven't heard back from

him.

I want them to remove all porous material exposed to the flood water. Mandate 1. states that this should be done. Mandate 2 states that it should be done if there is visible mold found. Very different scenarios. Total Restoration's scope of work sticks to Mandate 2.

I am intending to respond to Candice's email and point out this conflict. I've also asked Marty to send Chris Roussin's amended scope of work and haven't received one. Marty just says to let him come in and do his what he is going to do and Candice will come back in for a second inspection. Chris Roussin's initial scope of work did not address the concerns outlined in my original email to Candice/Marty.

How should I proceed?

Another concern, that I have previously brought up to you, was brought up by my architect friend who came and inspected the loft after the flood. He deals with floods and fire mitigation frequently in his job and he stated that everything needs to be rebuilt to code. All of the studio structures are built with wood frames, and they will be exposed once the first round of remediation is done. Do the DOB rules apply to this situation (Loft Law) and who is liable for this, me or Marty? Will everything need to be rebuilt to code or is it going to be left, as is, with the wooden frames, etc.?

Thank you,

Christian

Sent with ProtonMail Secure Email.

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On Monday, June 22, 2020 7:09 PM, Christian Gray wrote:

----- Forwarded Message -----

From: American Package

To: Christian Gray ; Chris Roussis

Sent: Monday, June 22, 2020, 6:13:00 PM EDT

Subject: Fwd: 97 Green St Apt. G21 Mold Remediation Report

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When they are finished Candice will do a follow up inspection to verify that there is no mold left

I would like to schedule this immediately so we can proceed with the renovations in accordance with the approved narrative and building permit

Please contact me with some possible dates to have the remediation done

Martin C Kofman

American Package Company

718 389 4444

Cellular 516 524 2244

Begin forwarded message:

From: Candice Kowalewski

Date: June 22, 2020 at 3:57:06 PM EDT

To: Christian Gray

Cc: American Package , Jack Glass , Irene Delgado

Subject: Re: 97 Green St Apt. G21 Mold Remediation Report

Dear Christian;

Please see my replies below in RED. Please see the revised report; I needed to correct the labeling of the pictures for Studio 1; whereas it was stated as Studio 3 in error. (Studio 1 had the carpeting and visible mold on the east and south walls). The report upholds as a valid mold assessment and allows for a remediator to be permitted by NYC to remove the mold, and water impacted materials. As obstructive materials are removed, underlying areas may be removed. If a sizable amount of mold is newly discovered, it is also stated in the report to have another assessment completed. A Final PRV is required before building back the apartment. At that time, clearance i

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Adam Goodfarb" <adg@goodfarblaw.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: 97 Green St Apt. G21 Mold Remediation Report

I need to think about this as we are about to start an HP case and I think any agreements should be made in the context of the case.

It is common that the landlord does remediation but not enough or as much as the tenant's expert requests. It is usual to

allow the landlord to do what they want to do and test afterwards and return to court to make the landlord do more. It's doubtful that you should be arguing with the landlord's experts as you don't have the expertise.

If it were my apartment I would tell the landlord you are not ready for the work yet but not about the HP case. A written agreement can be made within the case.

Sent from my iPhone

On Jun 23, 2020, at 2:34 PM, Margaret Sandercock wrote:

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To: "Adam Goodfarb" <adg@goodfarblaw.com>, "Christian Gray"
<christiangray3@protonmail.com>

Subject: Re: 97 Green St Apt. G21 Mold Remediation Report

Sorry, forgot to answer part. The landlord is responsible for all legalization work. He can pass along to you a fraction of the cost, years from now, if he even bothers.

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To: Christian Gray ; Chris Roussis

Sent: Monday, June 22, 2020, 6:13:00 PM EDT

Subject: Fwd: 97 Green St Apt. G21 Mold Remediation Report

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American Package Company

718 389 4444

Cellular 516 524 2244

Begin forwarded message:

From: Candice Kowalewski

Date: June 22, 2020 at 3:57:06 PM EDT

To: Christian Gray

Cc: American Package , Jack Glass , Irene Delgado

Subject: Re: 97 Green St Apt. G21 Mold Remediation Report

Dear Christian;

Please see my replies below in RED. Please see the revised report; I needed to correct th
[Body truncated at extraction limit]

Date: Jun 23, 2020 06:51 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: 97 Green St Apt. G21 Mold Remediation Report

When should I tell them that I will be ready? I need to get back to him relatively soon.

I will be out of town from June 27th through July 3rd (and completely offline) and then there is a possibility that I'll be heading out to Salt Lake City as my brother is expecting, what may be his first child (i won't get into the circumstances around that as they are complicated and sad) on the 3rd of July. I'm waiting to hear from him on whether or not he would like me to come out for support. I can tell Marty that I'll be out of town until mid-July and will contact him upon my return.

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Reply-To: Christian Gray

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718 389 4444

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>
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Cellu

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Subject: Re: 97 Green St Apt. G21 Mold Remediation Report

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Reply-To: Christian Gray

Date: Tuesday, June 23, 2020 at 3:01 PM

To: Margaret Sandercock

Subject: Re: 97 Green St Apt. G21 Mold Remediation Report

Understood. Yes, I'm available tomorrow, anytime after 12pm. Please let me know what time works best for you.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Tuesday, June 23, 2020 2:57 PM, Margaret Sandercock wrote:

No. This is not really an email subject, though. We should talk on the phone. I could do that tomorrow if you have time?

Sent from my iPhone

On Jun 23, 2020, at 2:55 PM, Christian Gray wrote:

If that is the case, then all of the structures need to be removed and rebuilt. Will the judge rule this in the HP case?

Sent with ProtonMail Secure Email.

----- Original Message -----

On Tuesday, June 23, 2020 2:48 PM, Margaret Sandercock wrote:

Sorry, forgot to answer part. The landlord is responsible for all legalization work. He can pass along to you a fraction of the cost, years from now, if he even bothers.

Sent from my iPhone

On Jun 23, 2020, at 2:34 PM, Margaret Sandercock wrote:

Sent from my iPhone

Begin forwarded message:

From: Christian Gray

Date: June 23, 2020 at 2:32:23 PM EDT

To: Margaret Sandercock

Subject: Fw: 97 Green St Apt. G21 Mold Remediation Report

Reply-To: Christian Gray

Marty sent me this email yesterday. Below it is are the responses of Candice Kowalewski (the environmental inspector with ALC, who came and did the mold inspection and subsequent report) to my concerns about her report and scope of work

outlined by Chris Roussin of Total Restoration (the mold mitigation company). They want to start the mold remediation asap. There is still a conflict in the language used by Candice and I haven't seen an amended scope of work by Chris Roussin. The conflict in language is apparent between the first RED sentence:

ALL Porous materials that were impacted by water, and damaged, or has visible mold should be removed.

And:

As obstructive materials are removed, water impacted areas should be inspected for visible microbial growth such as behind the drywall walls, insulation, subfloors etc. in the living room, hallway, acoustic studio 1, 2, 3, and foyer. If discovery is made, it is permitted to remove water damaged materials. (As I explained in person during my visit; there are areas that I cannot make a determination on if I can't see it, further inspection would be needed as materials are removed.

In my opinion, those are two different mandates.

1. ALL Porous materials that were impacted by water, and damaged, or has visible mold should be removed.

2. As obstructive materials are removed, water impacted areas should be inspected for visible microbial growth...If discovery is made, it is permitted to remove water damaged materials.

Number 2 is basically reapplied to the rest of the comments by Candice to the rest of my concerns. I sent this to Ed yesterday and asked how he thinks that I should respond/move forward and haven't heard back from him.

I want them to remove all porous material exposed to the flood water. Mandate 1. states that this should be done. Mandate 2 states that it should be done if there is visible mold found. Very different scenarios. Total Restoration's scope or work sticks to Mandate 2.

I am intending to respond to Candice's email and point out this conflict. I've also asked Marty to send Chris Roussin's amended scope of work and haven't received one. Marty just says to let him come in a do his what he is going to do and Candice will come back in for a second inspection. Chris Roussin's initial scope of work did not address the concerns outlined in my original email to Candice/Marty.

How should I proceed?

Another concern, that I have previously brought up to you, was brought up by my architect friend who came and inspected the loft after the flood. He deals with floods and fire mitigation frequently in his job and he stated that everything needs to be rebuilt to code. All of the studio structures are built with wood frames, and they will be exposed once the first round of remediation is done. Do the DOB rules apply to this situation (Loft Law) and who is liable for this, me or Marty? Will everything

need to be rebuilt to code or is it going to be left, as is, with the wooden frames, etc.?

Thank you,

Christian

Sent with ProtonMail Secure Email.

----- Original Message -----

On Monday, June 22, 2020 7:09 PM, Christian Gray wrote:

[Body truncated at extraction limit]

Date: Jun 23, 2020 03:20 PM

From: "Edward Olmsted" <olmsted.mac@mac.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Re: 97 Green St Apt. G21 Mold Remediation Report

I can say based on some of results that scope of work the building expert has recommended is too limited

Sent from olmsted's iPhone

On Jun 23, 2020, at 2:43 PM, Margaret Sandercock wrote:

I need to think about this as we are about to start an HP case and I think any agreements should be made in the context of the case.

It is common that the landlord does remediation but not enough or as much as the tenant's expert requests. It is usual to

allow the landlord to do what they want to do and test afterwards and return to court to make the landlord do more. It's doubtful that you should be arguing with the landlord's experts as you don't have the expertise.

If it were my apartment I would tell the landlord you are not ready for the work yet but not about the HP case. A written agreement can be made within the case.

Sent from my iPhone

On Jun 23, 2020, at 2:34 PM, Margaret Sandercock wrote:

Sent from my iPhone

Begin forwarded message:

From: Christian Gray

Date: June 23, 2020 at 2:32:23 PM EDT

To: Margaret Sandercock

Subject: Fw: 97 Green St Apt. G21 Mold Remediation Report

Reply-To: Christian Gray

Marty sent me this email yesterday. Below it is are the responses of Candice Kowalewski (the environmental inspector with ALC, who came and did the mold inspection and subsequent report) to my concerns about her report and scope of work outlined by Chris Roussin of Total Restoration (the mold mitigation company). They want to start the mold remediation asap. There is still a conflict in the language used by Candice and I haven't seen an amended scope of work by Chris Roussin. The conflict in language is apparent between the first RED sentence:

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And:

As obstructive materials are removed, water impacted areas should be inspected for visible microbial growth such as behind the drywall walls, insulation, subfloors etc. in the living room, hallway, acoustic studio 1, 2, 3, and foyer. If discovery is made, it is permitted to remove water damaged materials. (As I explained in person during my visit; there are areas that I cannot make a determination on if I can't see it, further inspection would be needed as materials are removed.

In my opinion, those are two different mandates.

1. ALL Porous materials that were impacted by water, and damaged, or has visible mold should be removed.
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Thank you,

Christian

Sent with
ProtonMail Secure Email.

----- Original Message -----

On Monday, June 22, 2020 7:09 PM, Christian Gray wrote:

----- Forwarded Message -----

From: American Package

To: Christian Gray ; Chris Roussis

Sent: Monday, June 22, 2020, 6:13:00 PM EDT

Subject: Fwd: 97 Green St Apt. G21 Mold Remediation Report

Total remediation is ready to do the remediation in accordance with this report.

When they are finished Candice will do a follow up inspection to verify that there is no mold left

I would like to schedule this immediately so we can proceed with the renovations in accordance with the
[Body truncated at extraction limit]

Date: Jun 25, 2020 03:01 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Fwd: See access letter attached dated 6/25/2020

I just received this letter. Doesn't Loft Law or the Loft Board state that they need to give me 44 days notice, or something like that?

I'm planning to send the email today that we talked about yesterday regarding access.
How should I proceed? Anything different from what we discussed yesterday? Thank you.

Sent from ProtonMail Mobile

----- Forwarded message -----

From: James Callahan

Date: On Thu, Jun 25, 2020 at 10:57

Subject: Fwd: See access letter attached dated 6/25/2020

To: Christian Gray

Cc:

Sent from my iPhone

Begin forwarded message:

From: "American Package Co."

Date: June 25, 2020 at 10:35:13 EDT

To: Christian Gray

Subject: See access letter attached dated 6/25/2020

Hi Chris,

Please see letter attached

Best Regards,

Violet Lautan

American Package Company Inc.

226 Franklin Street, Brooklyn NY 11222

TEL (718) 389-4444

Date: Jun 25, 2020 04:13 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: See access letter attached dated 6/25/2020

Loft Law access notices have to be served at least 10 days before access periods exceeding 1 day.

I think you should do exactly what we said yesterday, that you are willing to set up access but cannot do it those dates as you will be out of town attending to a family matter.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, June 25, 2020 at 11:01 AM

To: Margaret Sandercock

Subject: Fwd: See access letter attached dated 6/25/2020

I just received this letter. Doesn't Loft Law or the Loft Board state that they need to give me 44 days notice, or something like that?

I'm planning to send the email today that we talked about yesterday regarding access.

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Best Regards,

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American Package Company Inc.

226 Franklin Street, Brooklyn NY 11222

TEL (718) 389-4444

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Date: Jun 25, 2020 04:17 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: See access letter attached dated 6/25/2020

Understood. Thank you. FYI I will be out of town and offline from the 27th through the 3rd.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Thursday, June 25, 2020 12:13 PM, Margaret Sandercock wrote:

Loft Law access notices have to be served at least 10 days before access periods exceeding 1 day.

I think you should do exactly what we said yesterday, that you are willing to set up access but cannot do it those dates as you will be out of town attending to a family matter.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, June 25, 2020 at 11:01 AM

To: Margaret Sandercock

Subject: Fwd: See access letter attached dated 6/25/2020

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Date: On Thu, Jun 25, 2020 at 10:57

Subject: Fwd: See access letter attached dated 6/25/2020

To: Christian Gray

Cc:

Sent from my iPhone

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From: "American Package Co."

Date: June 25, 2020 at 10:35:13 EDT

To: Christian Gray

Subject: See access letter attached dated 6/25/2020

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Date: Jun 25, 2020 04:19 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: See access letter attached dated 6/25/2020

OK. Thanks for the advance warning.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, June 25, 2020 at 12:17 PM

To: Margaret Sandercock

Subject: Re: See access letter attached dated 6/25/2020

Understood. Thank you. FYI I will be out of town and offline from the 27th through the 3rd.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Thursday, June 25, 2020 12:13 PM, Margaret Sandercock wrote:

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To: Christian Gray

Cc:

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To: Christian Gray

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Date: Jun 27, 2020 02:23 PM

From: "Edward Olmsted" <olmsted.mac@me.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Margaret B. Sandercock" <mbs@goodfarblaw.com>

Subject: draft report for 97 Green

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077

cell 914 318 2686
fax 845 424 3482

Date: Jun 27, 2020 06:42 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Edward Olmsted" <olmsted.mac@me.com>, "Christian Gray"
<christiangray3@protonmail.com>
Subject: Re: draft report for 97 Green

Thank you for your report. We need a revision that does not say "draft" on it as early as possible Monday (or over the weekend) as 2 court cases are being held up by the need to include this report in Christian's court papers. We would like to file the cases Monday.

This is primarily a residential unit which happens to contain a recording studio. Such residential unit can only be up to 49% business use. The use of the term "studio" is far too prominent and will lead to legal problems for Christian which are more serious than he has now, if the use of the term "studio" is not minimized.

From: Edward Olmsted

Date: Saturday, June 27, 2020 at 2:23 PM

To: Christian Gray , Margaret Sandercock

Subject: draft report for 97 Green

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

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Date: Jun 27, 2020 07:24 PM

From: "Edward Olmsted" <olmsted.mac@me.com>
To: "Margaret B. Sandercock" <mbs@goodfarblaw.com>, "Christian Gray"
<christiangray3@protonmail.com>
Subject: amended report with Draft taken off

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686

fax 845 424 3482

Date: Jun 28, 2020 12:45 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@me.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: amended report with Draft taken off

I am sorry but we do not want to identify this unit in the first para. as "sound studio unit G21." It is a residence, the purpose of the unit is not as a sound studio.

I am not at home and I cannot mark up the report till tomorrow as I have no printer and I cannot have it emailed to you till 9 am Monday since my assistant does not work weekends and she had the scanner. If it is helpful, I can fax it to you late tomorrow. Please let me know if faxing tomorrow night will be helpful and if someone is available to make changes either tomorrow night or 9 am Monday. Thank you.

From: Edward Olmsted

Date: Saturday, June 27, 2020 at 7:24 PM

To: Margaret Sandercock , Christian Gray

Subject: amended report with Draft taken off

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

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Date: Jun 29, 2020 12:37 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Olmsted Report

A copy of Mr. Olmsted's report is attached.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Jul 02, 2020 01:51 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: HP case

A copy of the signed Order to Show Cause is attached.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Jul 06, 2020 06:30 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <CHRISTIANGRAY3@PROTONMAIL.COM>

Subject: Are you available to speak

Today or tomorrow?

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Date: Jul 06, 2020 06:34 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@me.com>

Cc: "Christian Gray" <CHRISTIANGRAY3@PROTONMAIL.COM>, "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Christian Gray

The landlord has offered to use our choice of contractor to remediate the mold condition. What company should I ask for?

I fully understand that it's the scope of work that we are concerned about. I have brought to the landlord's attention that we can and will request a particular contractor to remediate, but that our main concern is that our scope of work be adopted.

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Date: Jul 06, 2020 11:42 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Christian Gray

Good evening. I just got back into town and back online. I'll check in with you tomorrow to arrange a time to talk on the phone. Thank you.

Sent from ProtonMail Mobile

On Mon, Jul 6, 2020 at 14:34, Margaret Sandercock wrote:

The landlord has offered to use our choice of contractor to remediate the mold condition. What company should I ask for?

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Date: Jul 07, 2020 06:05 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Christian Gray

I am available to speak up to 4 pm today. We are back in the office; I can be reached at 212 509 0440.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, July 6, 2020 at 7:42 PM

To: Margaret Sandercock

Subject: Re: Christian Gray

Good evening. I just got back into town and back online. I'll check in with you tomorrow to arrange a time to talk on the phone. Thank you.

Sent from ProtonMail Mobile

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Date: Jul 07, 2020 11:58 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Fwd: Christian Gray, 226 Franklin St.

Sent from my iPhone

Begin forwarded message:

From: Lisa Gallaudet

Date: July 7, 2020 at 6:12:16 PM EDT

To: Margaret Sandercock

Subject: Re: Christian Gray, 226 Franklin St.

David May is October, but Gray hasn't committed to a date

Effective January 1, 2020, please note Firm Name Change and Email Address

Lisa Gallaudet

Partner

Belkin - Burden - Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel: 212-867-4466 (Ext. 329)

Fax: 212-297-1859

E-mail: lgallaudet@bbgllp.com

Web: www.bbgllp.com

BBGLogoFinal-Web-Raster (002)

From: Margaret Sandercock

Sent: Tuesday, July 7, 2020 3:49:08 PM

To: Lisa Gallaudet

Subject: Christian Gray, 226 Franklin St.

I understand you reached agreement thru Bob Petrucci that Christian's work (as well as the work for his neighbor) will not begin till October. Is that accurate?

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Date: Jul 08, 2020 12:18 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Fwd: Christian Gray, 226 Franklin St.

My apologies, I misunderstood the email from my neighbor. It was my understanding that Bob was handling the situation for both of us. I emailed Bob today telling him that I was back in town and that I was available for a phone call at his convenience. Hopefully I will hear from him tomorrow, if not I will reach out to him again. When do you think that I schedule the start of construction/remediation? I will relay that info to Bob and have him schedule the start date accordingly. Thank you.

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Sent from my iPhone

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Date: Jul 08, 2020 12:29 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Christian Gray, 226 Franklin St.

As you prefer. I can schedule it for you if you want since it also involves my case. You might want to do an earlier start date if you can, since we're complaining a lot about your inability to live there.

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Date: Jul 08, 2020 12:35 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Christian Gray, 226 Franklin St.

Ok.

Sent from my iPhone

On Jul 7, 2020, at 8:34 PM, Christian Gray wrote:

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[Body truncated at extraction limit]

Date: Jul 10, 2020 05:05 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Fwd: Christian Gray, 226 Franklin St.

What do you think of this request?

Sent from my iPhone

Begin forwarded message:

From: Lisa Gallaudet

Date: July 9, 2020 at 3:54:43 PM EDT

To: Margaret Sandercock

Cc: "Adam M. Bernstein"

Subject: RE: Christian Gray, 226 Franklin St.

Chris Roussis of Total Restoration, the person that did the initial remediation of the mold in G21 would like to come back to the loft to review your client's mold report on Thursday, July 16th. Can you please ask your client for access for this purpose on this date?

Lisa Gallaudet

Partner

Belkin - Burden - Goldman,
LLP

270 Madison Avenue

New York, NY 10016

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Sent: Tuesday, July 7, 2020 6:12 PM

To: Margaret Sandercock

Subject: Re: Christian Gray, 226 Franklin St.

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Re: Christian Gray, 226 Franklin St.

Second request. What do you think of this? We need to discuss.

Sent from my iPhone

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Christian Gray, 226 Franklin St.

What time do they want to come? I am not sure he's in NY as I mentioned before.

Sent from my iPhone

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Date: Jul 10, 2020 07:32 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: July 16

The owner's lawyer asked for access July 16 so their contractor can give them a price for the Olmsted work. I don't know what time.

Are you even in NY to give access?

Also, we really need to organize an access date for your work, it's best to work out an alternate date before the date they asked for in the first place, which is next week.

Sent from my iPhone

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Date: Jul 10, 2020 07:33 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Re: Christian Gray, 226 Franklin St.

Also, you indicated interest in using a company that we suggested. Is that still on the table? If so, everyone should come the same day, not one at a time.

Sent from my iPhone

On Jul 10, 2020, at 1:05 AM, Margaret Sandercock wrote:

What do you think of this request?

Sent from my iPhone

Begin forwarded message:

From: Lisa Gallaudet

Date: July 9, 2020 at 3:54:43 PM EDT

To: Margaret Sandercock

Cc: "Adam M. Bernstein"

Subject: RE: Christian Gray, 226 Franklin St.

Chris Roussis of Total Restoration, the person that did the initial remediation of the mold in G21 would like to come back to the loft to review your client's mold report on Thursday, July 16th. Can you please ask your client for access for this purpose on this date?

Lisa Gallaudet

Partner

Belkin - Burden - Goldman,
LLP

270 Madison Avenue

New York, NY 10016

Tel: 212-867-4466 (Ext. 329)

Fax: 212-297-1859

E-mail:
lgallaudet@bbgllp.com

Web: www.bbgllp.com

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From: Lisa Gallaudet

Sent: Tuesday, July 7, 2020 6:12 PM

To: Margaret Sandercock

Subject: Re: Christian Gray, 226 Franklin St.

David May is October, but Gray hasn't committed to a date

Effective January 1, 2020, please note Firm Name Change and Email Address

Lisa Gallaudet

Partner

Belkin - Burden - Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel: 212-867-4466 (Ext. 329)

Fax: 212-297-1859

E-mail:
lgallaudet@bbgllp.com

Web:
www.bbgllp.com

BBGLogoFinal-Web-Raster (002)

From: Margaret Sandercock

Sent: Tuesday, July 7, 2020 3:49:08 PM

To: Lisa Gallaudet

Subject: Christian Gray, 226 Franklin St.

I understand you reached agreement thru Bob Petrucci that Christian's work (as well as the work for his neighbor) will not begin till October. Is that accurate?

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Date: Jul 10, 2020 09:14 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Christian Gray, 226 Franklin St.

I am very interested in using whichever company that you recommend. If Lisa said that we can use a company of our choosing then we should.

I talked with Bob today and he said that he scheduled the Loft Law compliance construction for David May's (my adjacent neighbor) for October 1st. He said that you scheduling the date on my behalf is a good idea and that it should be done within the next 3-4 months. He agreed, or he thinks, that everything needs to be rebuilt to code, including replacing the wood studs with steel studs.

I need time to finish the architectural plans for the new layout. I am working on them now.

The members of our TA have been questioning whether or not we should continue to use Bob's services. I told them that I have been very happy with your work and that I would ask you if you'd be interested in taking over Bob's role in representing us. Are you interested? If you are than I will present it as a definitive option to the TA. There is also another unit that wants to join and buy in to our TA. His name is Phillip Hubbard (I think that's his last name, I know his as "Phil") I already referred him to you so I think that you may have spoken with him already. Everyone with the TA seems amenable to taking Phil's unit in. I think it would be very beneficial for our TA if you represent us and it would be good for me on a personal level because the work that you are doing on my behalf already is intertwined with the Loft Law case and it would be more efficient if you were handling both.

Thank you.

Sent from ProtonMail Mobile

On Fri, Jul 10, 2020 at 15:33, Margaret Sandercock wrote:

Also, you indicated interest in using a company that we suggested. Is that still on the table? If so, everyone should come the same day, not one at a time.

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Subject: Christian Gray, 226 Franklin St.

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[Body truncated at extraction limit]

Date: Jul 10, 2020 09:55 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: TA work

I'd like to speak with you briefly on the phone both about the TA work but also a couple angles on your own case. Is that possible sometime soon?

Sent from my iPhone

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Date: Jul 10, 2020 11:05 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: TA work

Yes. I can speak with you this eve or tomorrow at 12 pm or later, at your convenience.

Sent from ProtonMail Mobile

On Fri, Jul 10, 2020 at 17:55, Margaret Sandercock wrote:

I'd like to speak with you briefly on the phone both about the TA work but also a couple angles on your own case. Is that possible sometime soon?

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Date: Jul 10, 2020 11:23 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: TA work

Tomorrow is better, I am the only one who cooks here....been a long 4 months.

What time is good for you tomorrow?

Sent from my iPhone

On Jul 10, 2020, at 7:05 PM, Christian Gray wrote:

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Date: Jul 10, 2020 11:25 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: TA work

Ha! Inspiration to you! Call me anytime after noon. Thank you.
Have a good night.

Sent from ProtonMail Mobile

On Fri, Jul 10, 2020 at 19:23, Margaret Sandercock wrote:

Tomorrow is better, I am the only one who cooks here....been a long 4 months.

What time is good for you tomorrow?

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Date: Jul 10, 2020 11:45 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: TA work

OK, will do.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, July 10, 2020 at 7:25 PM

To: Margaret Sandercock

Subject: Re: TA work

Ha! Inspiration to you!

Call me anytime after noon. Thank you.

Have a good night.

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Date: Jul 11, 2020 04:11 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: I'm available any time.

You can call me at 917 922 6948.

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Date: Jul 13, 2020 06:05 PM

From: "Margaret B. Sandercock" <mbsandercock@optonline.net>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: remediation

They want to use Total Restoration and your (Olmsted's) scope of work. I am told there was a miscommunication between the lawyer and the landlord about using someone to remediate per our recommendation. As I mentioned when we spoke, I think the lawyer may not have realized that the issue was the scope of work, not the company doing the work.

I guess they still want to send Total Restoration on Thurs. Is that OK with you?

Date: Jul 13, 2020 10:26 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret B. Sandercock" <mbsandercock@optonline.net>

Subject: Re: remediation

Ok. Yes, Thursday works. Please let me know what time or they can contact me directly.

Are we still going to have one of the companies that you recommended come in and do a bid or is Total Restoration the only option?

Sent from ProtonMail Mobile

On Mon, Jul 13, 2020 at 18:05, Margaret B. Sandercock wrote:

They want to use Total Restoration and your (Olmsted's) scope of work. I am told there was a miscommunication between the lawyer and the landlord about using someone to remediate per our recommendation. As I mentioned when we spoke, I think the lawyer may not have realized that the issue was the scope of work, not the company doing the work.

I guess they still want to send Total Restoration on Thurs. Is that OK with you?

Date: Jul 13, 2020 06:46 PM

From: "Margaret B. Sandercock" <mbsandercock@optonline.net>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: remediation

They claim a misunderstanding and Total Restoration is the only option.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, July 13, 2020 at 6:26 PM

To: "Margaret B. Sandercock"

Subject: Re: remediation

Ok. Yes, Thursday works. Please let me know what time or they can contact me directly.

Are we still going to have one of the companies that you recommended come in and do a bid or is Total Restoration the only option?

Sent from ProtonMail Mobile

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I guess they still want to send Total Restoration on Thurs. Is that OK with you?

Date: Jul 13, 2020 11:11 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret B. Sandercock" <mbsandercock@optonline.net>

Subject: Re: remediation

Ok

Sent from ProtonMail Mobile

On Mon, Jul 13, 2020 at 18:46, Margaret B. Sandercock wrote:

They claim a misunderstanding and Total Restoration is the only option.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, July 13, 2020 at 6:26 PM

To: "Margaret B. Sandercock"

Subject: Re: remediation

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I guess they still want to send Total Restoration on Thurs. Is that OK with you?

Date: Jul 14, 2020 05:24 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Mold remediator

11 am Thurs.

Sent from my iPhone

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Date: Jul 14, 2020 06:10 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Mold remediator

Confirmed. Thank you.

Sent from ProtonMail Mobile

On Tue, Jul 14, 2020 at 13:24, Margaret Sandercock wrote:
11 am Thurs.

Sent from my iPhone

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Date: Jul 15, 2020 07:33 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: =?utf-8?q?New_notice_taped_to_G21=E2=80=99s_door?=>

Sent from ProtonMail Mobile

On Tue, Jul 14, 2020 at 13:24, Margaret Sandercock wrote:
11 am Thurs.

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Date: Jul 15, 2020 07:35 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: =?utf-8?q?Re:_New_notice_taped_to_G21=E2=80=99s_door?=>

Ignore it. I'll deal with it.

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, July 15, 2020 at 3:33 PM

To: Margaret Sandercock

Subject: New notice taped to G21's door

Sent from ProtonMail Mobile

On Tue, Jul 14, 2020 at 13:24, Margaret Sandercock wrote:

11 am Thurs.

Sent from my iPhone

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Date: Jul 15, 2020 07:42 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: =?utf-8?q?Re:_New_notice_taped_to_G21=E2=80=99s_door?=-

Ok. Thank you.

Sent from ProtonMail Mobile

On Wed, Jul 15, 2020 at 15:35, Margaret Sandercock wrote:

Ignore it. I'll deal with it.

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, July 15, 2020 at 3:33 PM

To: Margaret Sandercock

Subject: New notice taped to G21's door

Sent from ProtonMail Mobile

On Tue, Jul 14, 2020 at 13:24, Margaret Sandercock wrote:

11 am Thurs.

Sent from my iPhone

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Date: Jul 16, 2020 04:32 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: message from Ms. Sandercock - Rent Relief Program

Ms. Sandercock asked me to convey the following message:

"I hope this finds you and your family well. We are reaching out today to all our clients who are rental tenants.

Governor Cuomo has just signed a bill under which public funds can be used to pay rent for the months of April through July for qualifying tenants. The application period opens today and continues for 2 weeks. There are detailed eligibility requirements, and the fact that you receive this message doesn't mean we think you are eligible, just that we think you should know about the program. There are income caps depending on what county you live in and how many are in your household. In general, it appears that it would be easiest to qualify if you live alone.

Not everyone who meets the requirements and applies will get funds. There will be some selectivity so as to give the money to those who need it most.

Those of you who are Loft Law tenants and are on rent strike can disregard this notice. Also, as most of you who are Loft Law tenants know, you may have a defense to payment of rent that comes from the Loft Law, not the pandemic.

Please forgive us if our list is overbroad and you feel you shouldn't have been contacted. We just learned of this yesterday and wanted to notify you immediately in case there is an advantage for an early application."

The link to the application is below:

<https://hcr.ny.gov/RRP>

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Jul 17, 2020 06:13 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: Christian Gray, 226 Franklin St., Brooklyn

For your information.

From: Margaret Sandercock

Date: Friday, July 17, 2020 at 2:00 PM

To: Lisa Gallaudet

Cc: "Adam M. Bernstein" , Elizabeth Sandercock

Subject: Re: Christian Gray, 226 Franklin St., Brooklyn

I am sorry to say it, but it is unlikely we will agree to any middle ground that does not involve removal and rebuilding as per our expert's report. If you would like us to, you can obtain the report from Total Restoration and we will show it to our expert - I am certainly not refusing to do that - but I doubt a favorable outcome. In many mold cases, we allow the landlord to do its own scope of work in the first instance but this is different because both new surfaces and per Restoration's approach, some unremediated surfaces, will be boxed in and inaccessible in this case. I think it likely we would want to go to hearing on the issue of the walls that your expert says don't require removal. Please let me know if you still want to make an alternative proposal.

Elizabeth phoned the court Weds. and was told we need to appear in person. Late yesterday I received a Skype for Business invitation for a remote conference. Elizabeth is the one in touch with the court about this, so I will let her pick up from here on the narrative of what has to be done Monday.

From: Lisa Gallaudet

Date: Friday, July 17, 2020 at 1:51 PM

To: Margaret Sandercock

Cc: "Adam M. Bernstein"

Subject: RE: Christian Gray, 226 Franklin St., Brooklyn

Hi Margaret,

My client agrees to do the mold remediation work first, have it retested and cleared as sufficient prior to the legalization work. That is a not a problem. Unfortunately, there is a larger problem. Yesterday's inspection revealed unknown factors in your client's mold inspection report. Mainly that an entire adjoining wall has to be taken down pursuant to your report and Total Restoration states that is 100% not necessary. The owner's mold expert is drafting up a report in response to your client's report and the owner would like to come to a reasonable middle ground between the two. I asked for our mold expert to suggest one and am hoping to have Monday, but I didn't get confirmation that I will have it by Monday.

That said, I understand you will not stip to adjourn this far out at the present time and we will appear on Monday. Finally, I received an ZOOM invite for this case at 11am, did you? I thought this was IN person, but I guess it is not? Please confirm your understanding of Monday's appearance. Thank you.

Lisa Gallaudet

Partner

Belkin - Burden - Goldman,
LLP

270 Madison Avenue

New York, NY 10016

Tel: 212-867-4466 (Ext. 329)

Fax: 212-297-1859

E-mail:
lgallaudet@bbgllp.com

Web: www.bbgllp.com

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From: Lisa Gallaudet

Sent: Thursday, July 16, 2020 10:08 AM

To: Margaret Sandercock

Subject: Re: Christian Gray, 226 Franklin St., Brooklyn

Margaret, I understand. But I kept asking for a date because I didn't know when he was agreeing for access for legalization work. For example, if he wasn't agreeing until October 1, regardless if we could meet your mold demands ahead of that date. I will speak with my client and get back to you.

Effective January 1, 2020, please note Firm Name Change and Email Address

Lisa Gallaudet

Partner

Belkin - Burden - Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel: 212-867-4466 (Ext. 329)

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Web:

www.bbgllp.com

BBGLogoFinal-Web-Raster (002)

From: Margaret Sandercock

Sent: Thursday, July 16, 2020 9:59:56 AM

To: Lisa Gallaudet

Subject: Re: Christian Gray, 226 Franklin St., Brooklyn

I have repeatedly made it clear that there has to be a time line. How can I actually tell you when legalization can begin without knowing when the mold remediation takes place and how long it takes? That ball is in your court. After that we need 2.5 to 3 weeks for testing.

From:

Lisa Gallaudet

Date: Thursday, July 16, 2020 at 9:55 AM

To: Margaret Sandercock

[Body truncated at extraction limit]

Date: Jul 17, 2020 07:10 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: Christian Gray, 226 Franklin St., Brooklyn

Thank you.

Sent from ProtonMail Mobile

On Fri, Jul 17, 2020 at 14:13, Margaret Sandercock wrote:

For your information.

From: Margaret Sandercock

Date: Friday, July 17, 2020 at 2:00 PM

To: Lisa Gallaudet

Cc: "Adam M. Bernstein" , Elizabeth Sandercock

Subject: Re: Christian Gray, 226 Franklin St., Brooklyn

I am sorry to say it, but it is unlikely we will agree to any middle ground that does not involve removal and rebuilding as per our expert's report. If you would like us to, you can obtain the report from Total Restoration and we will show it to our expert - I am certainly not refusing to do that - but I doubt a favorable outcome. In many mold cases, we allow the landlord to do its own scope of work in the first instance but this is different because both new surfaces and per Restoration's approach, some unremediated surfaces, will be boxed in and inaccessible in this case. I think it likely we would want to go to hearing on the issue of the walls that your expert says don't require removal. Please let me know if you still want to make an alternative proposal.

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From:

Lisa Ga

[Body truncated at extraction limit]

Date: Jul 17, 2020 08:05 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: update

Your HP case has a court date Monday. We will appear before the case via skype for business, not in person, and I don't know at the moment if there is a way you can participate. What I expect to happen is to have the case postponed for a relatively short time. The landlord wants to counter propose a slightly reduced form of work; they cannot guarantee to give us a proposal before court Monday. When I get it, I will share it with you and Ed. As you know, I have noted it's not that likely you will agree to it.

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Date: Jul 17, 2020 08:08 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: update

Ok. Thanks for the update.

Sent from ProtonMail Mobile

On Fri, Jul 17, 2020 at 16:05, Margaret Sandercock wrote:

Your HP case has a court date Monday. We will appear before the case via skype for business, not in person, and I don't know at the moment if there is a way you can participate. What I expect to happen is to have the case postponed for a relatively short time. The landlord wants to counter propose a slightly reduced form of work; they cannot guarantee to give us a proposal before court Monday. When I get it, I will share it with you and Ed. As you know, I have noted it's not that likely you will agree to it.

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Date: Jul 21, 2020 01:31 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Case update

Your HP case was heard by Skype yesterday. (I did not handle it, my associate did.) It was assigned a new date in Aug., I believe Aug 14. We are waiting for the landlord lawyer to get a report from Total Renovation which will not call for a scope identical to Ed Olmsted's scope and we will have to send it to Ed and see what he says about it.

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Date: Jul 21, 2020 04:41 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Case update

Ok. Thank you for the update.

Sent from ProtonMail Mobile

On Tue, Jul 21, 2020 at 09:31, Margaret Sandercock wrote:

Your HP case was heard by Skype yesterday. (I did not handle it, my associate did.) It was assigned a new date in Aug., I believe Aug 14. We are waiting for the landlord lawyer to get a report from Total Renovation which will not call for a scope identical to Ed Olmsted's scope and we will have to send it to Ed and see what he says about it.

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Date: Jul 26, 2020 06:19 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: No update yet

I did speak with your neighbor this week. But so far I have not received a report from a professional for the landlord that a wall Ed Olmsted says has to come down, does not have to come down. Your neighbor indicates he may not agree to a definite date for his renovation work without a commitment the wall will be removed because he doesn't want to renovation upheaval twice, once for the interior of his unit and possibly later for the party wall.

I briefly discussed these issues with the landlord attorney but only that your neighbor called me to ask about the same wall and that he feels it affects his work also.

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Date: Aug 05, 2020 04:07 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: Gray - 226 Franklin

Please note the below, and let me know what you think.

From: Lisa Gallaudet

Date: Wednesday, August 5, 2020 at 12:06 PM

To: Margaret Sandercock

Subject: Gray - 226 Franklin

The owner received a violation which requires a structural engineer to inspect the walls in several units, including Gray's unit. Can you please find out if he can provide access this week? It will be about 30 minutes.

Lisa Gallaudet

Partner

Belkin - Burden - Goldman,
LLP

270 Madison Avenue

New York, NY 10016

Tel: 212-867-4466 (Ext. 329)

Fax: 212-297-1859

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Date: Aug 05, 2020 04:35 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Gray - 226 Franklin

We looked at the new violations and it appears to be for façade failure. Just warning you so you can take proper care. You should tell your neighbors.

From: Margaret Sandercock

Date: Wednesday, August 5, 2020 at 12:07 PM

To: Christian Gray

Subject: FW: Gray - 226 Franklin

Please note the below, and let me know what you think.

From: Lisa Gallaudet

Date: Wednesday, August 5, 2020 at 12:06 PM

To: Margaret Sandercock

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The owner received a violation which requires a structural engineer to inspect the walls in several units, including Gray's unit. Can you please find out if he can provide access this week? It will be about 30 minutes.

Lisa Gallaudet

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Date: Aug 05, 2020 05:10 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Gray - 226 Franklin

Thank you. The facade has been an issue for many years. Marty patched it with stucco over 10 years ago. It's about time something is really done about it. The facade is something that I was going to suggest that we bring to the attention of the Loft Board. It is a liability and it is a matter of time until it fails.

Bob Petrucci is returning the remainder of the TA's retainer. I'm not sure when it will be in our bank account. He said he is "cool" with the change over and thanked us for the many years of working together. It was an amicable transition.

Thank you for taking the 226 Franklin Tenant Association on as a client. Please let me know how you'd like to proceed.

I would like to bring new members into the TA pending their final approval of the buy-in terms and final vote of the TA. I recommended your services to each of these units individually, in the past, so you may have had conversations with each of them. The new members may include Phil and Theo, the Golden Drum (contacts include: Laura Krasner, AJ and Shola Block), the Sacred Arts Research Center...formerly the Hutson Bro's

residence (AJ and Shola Block), and Aaron Smultkis (hopefully he qualifies for Loft Law).

Hopefully this will make things more cohesive and flowing between the different cases and fruitful for all of us. I trust that it will be.

Thanks again!

Sent from ProtonMail Mobile

On Wed, Aug 5, 2020 at 12:35, Margaret Sandercock wrote:

We looked at the new violations and it appears to be for façade failure. Just warning you so you can take proper care. You should tell your neighbors.

From: Margaret Sandercock

Date: Wednesday, August 5, 2020 at 12:07 PM

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Date: Aug 05, 2020 05:11 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Gray - 226 Franklin

I can give them access anytime this week after 11am.

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Date: Aug 05, 2020 05:17 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Gray - 226 Franklin

I look forward to working with all of you. When you receive the excess retainer, let me know and we will make a financial plan; I would need to send a retainer agreement so would need to know by then for sure who we represent. You will probably find it best to have a person designated to be the main person to speak to me, to avoid duplicative questions and therefore unneeded costs. (Of course, anyone with individual matters would work with me directly on that.). You should also know that Phil requested individual representation and I said no. I told him, however, that he could be represented as part of a TA if that came to pass.

I should also ask if you are retaining a new architect and who - I would assume Alex Neratoff?

I think it's quite possible that Aaron will qualify for coverage. Unfortunately the prior tenant is not too cooperative, but I think I found a work around.

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, August 5, 2020 at 1:10 PM

To: Margaret Sandercock

Subject: Re: Gray - 226 Franklin

Thank you. The facade has been an issue for many years. Marty patched it with stucco over 10 years ago. It's about time something is really done about it. The facade is something that I was going to suggest that we bring to the attention of the Loft Board. It is a liability and it is a matter of time until it fails.

Bob Petrucci is returning the remainder of the TA's retainer. I'm not sure when it will be in our bank account. He said he is "cool" with the change over and thanked us for the many years of working together. It was an amicable transition.

Thank you for taking the 226 Franklin Tenant Association on as a client. Please let me know how you'd like to proceed.

I would like to bring new members into the TA pending their final approval of the buy-in terms and final vote of the TA. I recommended your services to each of these units individually, in the past, so you may have had conversations with each of them. The new members may include Phil and Theo, the Golden Drum (contacts include: Laura Krasner, AJ and Shola Block), the Sacred Arts Research Center...formerly the Hutson Bro's residence (AJ and Shola Block), and Aaron Smultkis (hopefully he qualifies for Loft Law).

Hopefully this will make things more cohesive and flowing between the different cases and fruitful for all of us. I trust that it will be.

Thanks again!

Sent from ProtonMail Mobile

On Wed, Aug 5, 2020 at 12:35, Margaret Sandercock wrote:

We looked at the new violations and it appears to be for façade failure. Just warning you so you can take proper care. You should tell your neighbors.

From:
Margaret Sandercock

Date: Wednesday, August 5, 2020 at 12:07 PM

To: Christian Gray

Subject: FW: Gray - 226 Franklin

Please note the below, and let me know what you think.

From:
Lisa Gallaudet

Date: Wednesday, August 5, 2020 at 12:06 PM

To: Margaret Sandercock

Subject: Gray - 226 Franklin

The owner received a violation which requires a structural engineer to inspect the walls in several units, including Gray's unit. Can you please find out if he can provide access this week? It will be about 30 minutes.

Lisa Gallaudet

Partner

Belkin - Burden - Goldman,
LLP

270 Madison Avenue

New York, NY 10016

Tel: 212-867-4466 (Ext. 329)

Fax: 212-297-1859

E-mail:
lgallaudet@bbgllp.com

Web: www.bbgllp.com

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[Body truncated at extraction limit]

Date: Aug 05, 2020 05:17 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: Gray - 226 Franklin

OK.

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, August 5, 2020 at 1:11 PM

To: Margaret Sandercock

Subject: Re: Gray - 226 Franklin

I can give them access anytime this week after 11am.

Sent from ProtonMail Mobile

On Wed, Aug 5, 2020 at 12:35, Margaret Sandercock wrote:

We looked at the new violations and it appears to be for façade failure. Just warning you so you can take proper care. You should tell your neighbors.

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Date: Wednesday, August 5, 2020 at 12:07 PM

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Lisa Gallaudet

Partner

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Date: Aug 05, 2020 05:28 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Gray - 226 Franklin

I will suggest to the TA that I be the liaison. I'll let you know if they agree, I think that they will. I will be "acting" liaison in the meantime so you can direct and questions, instructions, info, my way and I will notify the TA.

We intend on using Naratoff and he said that he's available.

Great news about Aaron!

Sent from ProtonMail Mobile

On Wed, Aug 5, 2020 at 13:17, Margaret Sandercock wrote:

I look forward to working with all of you. When you receive the excess retainer, let me know and we will make a financial plan; I would need to send a retainer agreement so would need to know by then for sure who we represent. You will probably find it best to have a person designated to be the main person to speak to me, to avoid duplicative questions and therefore unneeded costs. (Of course, anyone with individual matters would work with me directly on that.). You should also know that Phil requested individual representation and I said no. I told him, however, that he could be represented as part of a TA if that came to pass.

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Reply-To: Christian Gray

Date: Wednesday, August 5, 2020 at 1:10 PM

To: Margaret Sandercock

Subject: Re: Gray - 226 Franklin

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From:
Margaret Sandercock

Date: Wednesday, August 5, 2020 at 12:07 PM

To: Christian Gray

Subject: FW: Gray - 226 Franklin

Please note the below, and let me know what you think.

From:
Lisa Gallaudet

Date: Wednesday, August 5, 2020 at 12:06 PM

To: Margaret Sandercock

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Lisa Gallaudet

Partner

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Date: Aug 05, 2020 09:01 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Facade failure inspection

They suggest Monday or Tues. at 11 am. They also want to go into David May's unit. I contacted him directly.

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Date: Aug 06, 2020 03:12 PM

From: "Margaret B. Sandercock" <mbsandercock@optonline.net>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Landlord access next week

Your neighbor can do Tues. at 11. Does this work for you?

Date: Aug 06, 2020 07:13 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret B. Sandercock" <mbsandercock@optonline.net>

Subject: Re: Landlord access next week

Yes

Sent from ProtonMail Mobile

On Thu, Aug 6, 2020 at 15:12, Margaret B. Sandercock wrote:

Your neighbor can do Tues. at 11. Does this work for you?

Date: Aug 06, 2020 07:13 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret B. Sandercock" <mbsandercock@optonline.net>

Subject: Re: Landlord access next week

Confirmed 11am Tuesday.

Sent from ProtonMail Mobile

On Thu, Aug 6, 2020 at 15:12, Margaret B. Sandercock wrote:

Your neighbor can do Tues. at 11. Does this work for you?

Date: Aug 06, 2020 03:13 PM

From: "Margaret B. Sandercock" <mbsandercock@optonline.net>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Landlord access next week

OK, I'll confirm that.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, August 6, 2020 at 3:13 PM
To: "Margaret B. Sandercock"
Subject: Re: Landlord access next week

Yes

Sent from ProtonMail Mobile

On Thu, Aug 6, 2020 at 15:12, Margaret B. Sandercock wrote:

Your neighbor can do Tues. at 11. Does this work for you?

Date: Aug 06, 2020 07:21 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret B. Sandercock" <mbsandercock@optonline.net>
Subject: Re: Landlord access next week

Thank you.

Sent from ProtonMail Mobile

On Thu, Aug 6, 2020 at 15:13, Margaret B. Sandercock wrote:

OK, I'll confirm that.

From: Christian Gray
Reply-To: Christian Gray
Date: Thursday, August 6, 2020 at 3:13 PM
To: "Margaret B. Sandercock"
Subject: Re: Landlord access next week

Yes

Sent from ProtonMail Mobile

On Thu, Aug 6, 2020 at 15:12, Margaret B. Sandercock wrote:

Your neighbor can do Tues. at 11. Does this work for you?

Date: Aug 07, 2020 06:22 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret B. Sandercock" <mbsandercock@optonline.net>
Subject: Re: Retainer transfer

The termination of services letters from the remaining members of the TA have been submitted to Bob. He said that he is going to return the remaining \$1400 of the retainer. I suggested to Erez, one of the TA members who is our liaison with Bob, that he ask Bob to transfer it directly to your account. Does that work for you, or is there any conflict there?

I will now be the TA's liaison so please let me know if there's anything that you need.

Thank you for your services.

Sent from ProtonMail Mobile

On Thu, Aug 6, 2020 at 15:13, Margaret B. Sandercock wrote:

OK, I'll confirm that.

From: Christian Gray
Reply-To: Christian Gray
Date: Thursday, August 6, 2020 at 3:13 PM
To: "Margaret B. Sandercock"

Subject: Re: Landlord access next week

Yes

Sent from ProtonMail Mobile

On Thu, Aug 6, 2020 at 15:12, Margaret B. Sandercock wrote:

Your neighbor can do Tues. at 11. Does this work for you?

Date: Aug 12, 2020 03:36 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Case update

Your HP case was scheduled for a remote (Skype) court conference Friday. I still don't have the report from the landlord's mold professional concerning the disputed wall because there was a death in the family of the person at the mold company who is supposed to write the report. The attorney representing the landlord is unexpectedly off from work due to a family emergency, and because the report is in any case not ready, we have been asked to postpone Friday's conference. We are checking with the court to see if a short postponement is possible. I will let you know what happens.

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Date: Aug 12, 2020 03:55 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Case update

Thank you for the update.

Sent from ProtonMail Mobile

On Wed, Aug 12, 2020 at 11:36, Margaret Sandercock wrote:

Your HP case was scheduled for a remote (Skype) court conference Friday. I still don't have the report from the landlord's mold professional concerning the disputed wall because there was a death in the family of the person at the mold company who is supposed to write the report. The attorney representing the landlord is unexpectedly off from work due to a family emergency, and because the report is in any case not ready, we have been asked to postpone Friday's conference. We are checking with the court to see if a short postponement is possible. I will let you know what happens.

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Date: Aug 14, 2020 08:54 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Case update

A remote conference was held on the HP case today. We tried quite hard to postpone but the platform used for filing papers with the court was changed without notice 2 days ago and there is a lag time before your papers reach the judge, so the judge did not receive the agreement to postpone before the conference. We are to notify the court by Sept. 18 if we need a conference (which if we want to request a trial date is compulsory) and one will be scheduled quickly.

The landlord lawyer has agreed not to bother you with access notices etc. until at least they supply us with a report saying the wall does not need to be removed.

The judge on this case is a very good judge for us, his prior background was representing tenants.

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Date: Aug 28, 2020 01:43 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: update

I am advised that the person writing the report about the wall between your unit and the May unit returned to work this week from bereavement leave and that he was reminded we need the report.

David May has consulted with me several times about access to his unit for legalization. Is this tenant assn. work or do I bill him separately?

Phil called me last weekend on my cell phone. I have told him I can't do work for him individually but only as part of the TA. He does not seem to understand that I'm not some sort of free call a lawyer service, or maybe he is confused and thinks I am a friend who needs updates? I asked him not to call my cell but to call my office and leave a message. The messages are emailed to us immediately when received. Also, we are working back in the office 3 days a week at least.

The attorney I have been dealing with on your HP case is on personal leave till Sept. 21. It seems to have been unexpected. A more junior attorney is taking her place.

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Date: Aug 28, 2020 03:04 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: update

Thank you for the update.

I sent out an email to the TA calling for a vote on allowing new members into the TA, a vote to allow Phil

and Theo into the TA, and a vote on how much the buy-in should be. I will have the official word soon, but unofficially it seems that everyone is amenable to allowing new members, including Phil and Theo into the TA.

Bob mailed the retainer balance this past week so we should have it soon.

I will clarify with the TA how we will approach billing as far as what we pay for personally and what we split as a group. In the past we have personally paid the bill if the issue was directly related to our loft, ie the flood in my apartment. Anything that affected the group was split amongst the TA. Access letters could fall under the group responsibly as we will all receive one at some point and the process will need to be negotiated, although my first inclination was to label it as a personal billing responsibility. I also already paid out of pocket for this service so if we decide to split it as a group I would need to be equitably compensated or not be required to pay into future bills related to my neighbors' access letters. What do you think is most equitable way to structure this, overall?

I will reach out to Phil and tell him to stop calling your cell phone, and only contact you through your office or email and not until he is a member of the TA. I told him that he (and his roommate Theo) would be responsible for all billing directly related to his apartment and he agreed to the terms.

I hope the attorney and her family and loved ones are safe and healthy.

Question: What years of back taxes would the court look at to assess damages for loss of income as a result of the flood? Is there an equation that is used? Is there anything outside of tax records that the court would require to prove damages? I would like to put you and my accountant directly in touch, if it is required. Her name is Janice Hayman. She is very good at her job and a beautiful human-being. Do I have your permission to share your contact info with her?

I am working on the architectural drawings of two possible redesigns for the loft. How do we officially get Marty to sign off on them, or officially agree to what he originally told me I had his permission to do: redesign the apartment. He said I could redesign and build the apartment as long as it was up to code, signed off on by a registered architect, and built by a licensed GC. I'd like to make that statement official. I would also like to get his architect to certify the drawing. The drawing will be up to professional standards and I'm using their floor plans pulled right from their official drawing, so that they can just drop it in. I'd like to avoid paying an architect to stamp off on it, if possible. I would also like to make it official that I get to pick the GC who will buildout the space. What do you think the overall timeline is on this? Ballpark start date for demolition and then buildout...I won't hold you to it...I'm just trying to get an idea. Thanks.

Thank you for your time and services.

Sincerely,
Christian

Sent from ProtonMail Mobile

On Fri, Aug 28, 2020 at 09:43, Margaret Sandercock wrote:

I am advised that the person writing the report about the wall between your unit and the May unit returned to work this week from bereavement leave and that he was reminded we need the report.

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Date: Aug 28, 2020 03:19 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: update

Lisa is on personal leave to 9/21. It seems to have been unexpected. The junior attorney covering for Lisa has said that he won't work on legalization issues for this landlord because he used to be the Loft Board legalization coordinator and it could be a conflict of interest. I am not sure why Lisa is on leave and whether there is more to this than meets the eye. But if I were sure she is coming back, I would wait to work out these issues with her. BTW, if there is any architect cost associated with your new configuration, I think they will expect you to pay for it but we can cross that bridge when we come to it.

If you are not comfortable waiting, I can reach out to the senior partner in the Loft Law department at Lisa's firm.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, August 28, 2020 at 11:04 AM

To: Margaret Sandercock

Subject: Re: update

Thank you for the update.

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I will reach out to Phil and tell him to stop calling your cell phone, and only contact you through your office or email and not until he is a member of the TA. I told him that he (and his roommate Theo) would be responsible for all billing directly related to his apartment and he agreed to the terms.

I hope the attorney and her family and loved ones are safe and healthy.

Question: What years of back taxes would the court look at to assess damages for loss of income as a result of the flood? Is there an equation that is used? Is there anything outside of tax records that the court would require to prove damages? I would like to put you and my accountant directly in touch, if it is required. Her name is Janice Hayman. She is very good at her job and a beautiful human-being. Do I have your permission to share your contact info with her?

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Thank you for your time and services.

Sincerely,

Christian

Sent from ProtonMail Mobile

On Fri, Aug 28, 2020 at 09:43, Margaret Sandercock wrote:

I am advised that the person writing the report about the wall between your unit and the May unit returned to work this week from bereavement leave and that he was reminded we need the report.

David May has consulted with me several times about access to his unit for legalization. Is this tenant assn. work or do I bill him separately?

Phil called me last weekend on my cell phone. I have told him I can't do work for him individually but only as part of the TA. He does not seem to understand that I'm not some sort of free call a lawyer service, or maybe he is confused and thinks I am a friend who needs updates? I asked him not to call my cell but to call my office and leave a message. The messages are emailed to us immediately when received. Also, we are working back in the office

[Body truncated at extraction limit]

Date: Aug 28, 2020 03:24 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: update

I have no problem waiting for Lisa to return. I will finish these drawings and be ready for the bridge when we cross it.

Sent from ProtonMail Mobile

On Fri, Aug 28, 2020 at 11:19, Margaret Sandercock wrote:

Lisa is on personal leave to 9/21. It seems to have been unexpected. The junior attorney covering for Lisa has said that he won't work on legalization issues for this landlord because he used to be the Loft Board legalization coordinator and it could be a conflict of interest. I am not sure why Lisa is on leave and whether there is more to this than meets the eye. But if I were sure she is coming back, I would wait to work out these issues with her. BTW, if there is any architect cost associated with your new configuration, I think they will expect you to pay for it but we can cross that bridge when we come to it.

If you are not comfortable waiting, I can reach out to the senior partner in the Loft Law department at Lisa's firm.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, August 28, 2020 at 11:04 AM

To: Margaret Sandercock

Subject: Re: update

Thank you for the update.

I sent out an email to the TA calling for a vote on allowing new members into the TA, a vote to allow Phil and Theo into the TA, and a vote on how much the buy-in should be. I will have the official word soon, but unofficially it seems that everyone is amenable to allowing new members, including Phil and Theo into the TA.

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: update

I'll keep my eye on the Sept. 21 date. There is possibly something fishy about Lisa's leave of absence, and if she is not around as of the 21st, we may need a different plan.

Thank you for asking, we are all fine and I hope you and your family are, too.

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Date: Sep 08, 2020 09:51 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: FW:

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I am checking in for you to have this info so you can review and think about it. I'd like your permission to

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I can speak with you on the phone tomorrow or Thurs. afternoons; I will clear other time if that is not good for you.

From: Elizabeth Sandercock

Date: Tuesday, September 8, 2020 at 5:48 PM

To: Margaret Sandercock

Subject:

—

Elizabeth Sandercock, Esq.

Goodfarb & Sandercock, LLP

110 E. 59th Street, 22nd Floor

New York, NY 10022

Tel: (212) 509-0440

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Date: Sep 09, 2020 04:02 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "David May" <davidmortimermay@gmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re:

I'm at the office at 212 509 0440. I really need to hear from Chris because I think the architect needs to look at these plans ASAP and an engineer may be needed. There is going to be a further Narrative Statement conference. The architect is going to need to be retained and paid.

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Date: Wednesday, September 9, 2020 at 11:22 AM

To: Margaret Sandercock

Subject: Re: FW:

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David Mortimer May

97 Green Street, #G22

Brooklyn, NY 11222

USA

(615) 429-4414

The Land of Tradition

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Date: Sep 09, 2020 04:59 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "David May" <davidmortimermay@gmail.com>

Subject: Re:

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To: Margaret Sandercock

Subject:

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Elizabeth Sandercock, Esq.

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Date: Sep 09, 2020 05:05 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: FW: 226 Franklin St.

Here are the plans.

From: "Michael M. Bobick"

Date: Wednesday, September 9, 2020 at 11:26 AM

To: Margaret Sandercock

Subject: 226 Franklin St.

Attached are the plans. A narrative statement has not been prepared yet. I gave instructions yesterday, so we should have that soon to circulate.

The Professional Engineer hired to prepare the plans is Ronald Ogur, PE.

Michael M. Bobick

Associate

Belkin Burden Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel:

212-867-4466 (Ext. 331)

Fax:

212-297-1859

E-mail:

mbobick@bbgllp.com

Web:

www.bbgllp.com

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From: Margaret Sandercock

Sent: Tuesday, September 8, 2020 5:33 PM

To: Michael M. Bobick

Subject: Re: Christian Gray, 226 Franklin St.

Who is the architect or engineer representing your client on the structural issue?

From:

"Michael M. Bobick"

Date: Tuesday, September 8, 2020 at 5:22 PM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St.

I am persistently hounding our expert. Please know that I am trying to honor our agreement. I will provide an update once I hear back.

Different issue but same unit(s) - G21 and G22:

My client called me a few minutes ago. He told me that an emergency exists with respect to the exterior wall. He was required to install a scaffold and sidewalk shed to protect the tenants/general public from falling bricks/debris. He is in the process of filing an application with the DOB to correct the façade. Once I have the application number I will provide. Basically, he needs to remove sections of the exterior wall in units G31 and G32. He will have to temporarily build a wall to protect the unit and building from the elements. In addition, this temporary wall will have to support the roof (G31 and G32 are on the second floor). This wall will be about 5 to 6 feet away from the rear wall (Franklin Street side).

In addition to building this temporary wall in G31 and G32, the owner must also install support beams inside units G21 and G22. This is to help support the wall above which is supporting the roof. My client told me he needs to install 2 to 3 supports in each unit. These supports will be 5 to 6 feet away from the rear wall. Because the owner needs to install these support beams inside the IMD units, it triggers the narrative statement process. Therefore, my client is in the process of preparing a narrative statement that will detail the specific work. Once I have that, I will forward. My client will comply with the notice provisions, but I wanted to reach out to you beforehand to let you know.

Will circle back re: mold report

Michael M. Bobick

Associate

Belkin Burden Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel:
212-867-4466 (Ext. 331)

Fax:
212-297-1859

E-mail:
mbobick@bbgllp.com

Web:
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From: Margaret Sandercock

Sent: Tuesday, September 8, 2020 11:31 AM

To: Michael M. Bobick

Subject: Re: Christian Gray, 226 Franklin St.

Our client may be starting to think that the lack of progress is my fault.

From:

"Michael M. Bobick"

Date: Tuesday, September 8, 2020 at 11:12 AM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St.

Understood. I have reached out again, and I have even contacted my client's expert myself. I have not heard back yet, but am on top of them.

Michael M.

[Body truncated at extraction limit]

Date: Sep 09, 2020 05:06 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re:

That is fine. Speak to you soon.

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, September 9, 2020 at 12:59 PM

To: Margaret Sandercock , David May

Subject: Re:

Greetings,

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Subject:

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[Body truncated at extraction limit]

Date: Sep 09, 2020 05:08 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re:

Received. Thank you. I will need some time to review the plans once I get in. I will call you at 3.

Sent from ProtonMail Mobile

On Wed, Sep 9, 2020 at 13:06, Margaret Sandercock wrote:

That is fine. Speak to you soon.

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, September 9, 2020 at 12:59 PM

To: Margaret Sandercock , David May

Subject: Re:

Greetings,

Margaret, I will call you at 2:30pm if that works for you. I am unaware of any plans and I look forward to talking with the both of you and making a plan. David, let's talk later today or tomorrow, at your convenience.

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Christian

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Date: Wednesday, September 9, 2020 at 11:22 AM

To: Margaret Sandercock

Subject: Re: FW:

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On Tue, Sep 8, 2020 at 4:51 PM Margaret Sandercock wrote:

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I can speak with you on the phone tomorrow or Thurs. afternoons; I will clear other time if that is not good for you.

From:
Elizabeth Sandercock

Date: Tuesday, September 8, 2020 at 5:48 PM

To: Margaret Sandercock

Subject:

—

Elizabeth Sandercock, Esq.

Goodfarb & Sandercock, LLP

110 E. 59th Street, 22nd Floor

New York, NY 10022

Tel: (212) 509-0440

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David Mortimer May

97 Green Street, #622

Brooklyn, NY 11222

USA

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Date: Sep 09, 2020 05:12 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re:

That's fine. 3 pm it is.

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Date: Sep 09, 2020 07:39 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Alexandr Neratoff" <alexandr@neratoff.com>, "Christian Gray"

<christiangray3@protonmail.com>

Subject: FW: 226 Franklin St.

Alex, Chris Gray is the tenant assn. chair for 226 Franklin in Brooklyn. You will recall that this is the TA I asked you about taking over from Arthur Atlas as I am taking over from Bob Petrucci.

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The Professional Engineer hired to prepare the plans is Ronald Ogur, PE.

Michael M. Bobick

Associate

Belkin Burden Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel:

212-867-4466 (Ext. 331)

Fax:

212-297-1859

E-mail:

mbobick@bbgllp.com

Web:

www.bbgllp.com

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From: Margaret Sandercock

Sent: Tuesday, September 8, 2020 5:33 PM

To: Michael M. Bobick

Subject: Re: Christian Gray, 226 Franklin St.

Who is the architect or engineer representing your client on the structural issue?

From:

"Michael M. Bobick"

Date: Tuesday, September 8, 2020 at 5:22 PM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St.

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Different issue but same unit(s) - G21 and G22:

My client called me a few minutes ago. He told me that an emergency exists with respect to the exterior wall. He was required to install a scaffold and sidewalk shed to protect the tenants/general public from falling bricks/debris. He is in the process of filing an application with the DOB to correct the façade. Once I have the application number I will provide. Basically, he needs to remove sections of the exterior wall in units G31 and G32. He will have to temporarily build a wall to protect the unit and building from the elements. In addition, this temporary wall will have to support the roof (G31 and G32 are on the second floor). This wall will be about 5 to 6 feet away from the rear wall (Franklin Street side).

In addition to building this temporary wall in G31 and G32, the owner must also install support beams inside units G21 and G22. This is to help support the wall above which is supporting the roof. My client told me he needs to install 2 to 3 supports in each unit. These supports will be 5 to 6 feet away from the rear wall. Because the owner needs to install these support beams inside the IMD units, it triggers the narrative statement process. Therefore, my client is in the process of preparing a narrative statement that will detail the specific work. Once I have that, I will forward. My client will comply with the notice provisions, but I wanted to reach out to you beforehand to let you know.

Will circle back re: mold report

Michael M. Bobick

Associate

Belkin Burden Goldman, LLP

[Body truncated at extraction limit]

Date: Sep 09, 2020 07:55 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

September 09, 2020 - 3:55 PM

\$300.76

full transaction receipt

View the Privacy Policies for
Clover

Date: Sep 09, 2020 05:04 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: RE: 226 Franklin St.

Christian, looks like I have to get on board quicker than we thought. I could stop by on Friday to take a look, seeing things in real scale saves time and avoids errors. I have something in late morning uptown, so I can do it anytime in the mid-late afternoon. Monday I will be out of town in a project, back only Tuesday afternoon. I will send you a proposal later tonight, still have a few things to complete before then.

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We will get through this! I just hope the DOB would not require temporary vacancy: it's all in the degree of "structural stability" risk in the Tenant Safety Plan filing.

Alex

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

From: Margaret Sandercock [mailto:mbs@goodfarblaw.com]

Sent: Wednesday, September 9, 2020 3:39 PM

To: Alexandr Neratoff ; Christian Gray

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Michael M. Bobick
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To: "Alexandr Neratoff" <alexandr@neratoff.com>
Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: RE: 226 Franklin St.

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347-756-0770

Sent with ProtonMail Secure Email.

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From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, September 9, 2020 at 5:17 PM

To: Alexandr Neratoff

Cc: Margaret Sandercock

Subject: RE: 226 Franklin St.

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Thank you,

Christian

347-756-0770

Sent with ProtonMail Secure Email.

----- Original Message -----

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Alex

Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

Neratoff.com

From: Margaret Sandercock [mailto:mbs@goodfarblaw.com]

Sent: Wednesday, September 9, 2020 3:39 PM

To: Alexandr Neratoff ; Christian Gray

Subject: FW: 226 Franklin St.

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Date: Wednesday, September 9, 2020 at 11:26 AM

To: Margaret Sandercock

Subject: 226 Franklin St.

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Michael M. Bobick

Associate

Belkin Burden Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel:

212-867-4466 (Ext. 331)

Fax:

212-297-1859

E-mail:

mbobick@bbgllp.com

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[Body truncated at extraction limit]

Date: Sep 09, 2020 09:32 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Alexandr Neratoff" <alexandr@neratoff.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: 226 Franklin St.

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From: Alexandr Neratoff

Date: Wednesday, September 9, 2020 at 5:31 PM

To: Margaret Sandercock

Cc: Christian Gray

Subject: Re: 226 Franklin St.

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[Body truncated at extraction limit]

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From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: 226 Franklin St.

I look forward to meeting him. As I said, I liked his knowledgeable writing without the often encountered attitude of putting professional liability as the main goal of the exercise!

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Associate

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270 Madison Avenue

New York, NY 10016

Tel:

21

[Body truncated at extraction limit]

Date: Sep 10, 2020 10:14 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Alexandr Neratoff" <alexandr@neratoff.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Quick update of sorts

I spoke briefly with the engineer Donald Friedman, who is interested in the project if we need him. He did a

favor and looked on the DOB website and says he thinks that the interior supports in your units probably are needed. Alex, I thought you might want to know he said that before you look at it tomorrow.

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Date: Sep 10, 2020 10:26 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Alexandr Neratoff" <alexandr@neratoff.com>

Subject: Re: Quick update of sorts

Thank you.

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Date: Sep 11, 2020 02:03 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Alexandr Neratoff" <alexandr@neratoff.com>, "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: FW: 226 Franklin St.

Here is the NYC info on why the work landlord is asking to do is an emergency. Alex, I thought you might want this before going to the building.

From: "Michael M. Bobick"

Date: Friday, September 11, 2020 at 9:40 AM

To: Margaret Sandercock

Subject: RE: 226 Franklin St.

Good morning,

Please see attached. Since this was issued, the owner hired an engineer who immediately inspected the conditions (7/30). A sidewalk shed was erected on 8/4/2020. An asbestos inspection was done on 9/1. The engineer is working on the narrative. I have expressed my urgency to get it done. I hope the attached is enough to demonstrate a real emergency exists and this must be done in an expeditious fashion.

I did speak briefly with the engineer. I know you mentioned that your client has a large press in his unit. I asked whether the engineer needed this moved and he said no, the temporary support beams can be installed around this press. As the only work in the unit is installing these support beams, we do not believe any harm/damage will come to the press.

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Side note, I spoke to our mold expert. The report is almost finished. I hope to have that for you soon as well.

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Associate

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From: Margaret Sandercock

Sent: Thursday, September 10, 2020 6:12 PM

To: Michael M. Bobick

Subject: 226 Franklin St.

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We remain eager to see if arrangements of mutual benefit to avoid a narrative conference can be made.

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From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "'Margaret Sandercock'" <mbs@goodfarblaw.com>, "'Christian Gray'" <christiangray3@protonmail.com>, "'David May'" <davidmortimermay@gmail.com>

Subject: RE: 226 Franklin St.

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Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
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Date: Sep 16, 2020 04:13 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret B. Sandercock" <mbsandercock@optonline.net>
Subject: Unanswered question from a previous email

Hello,

I asked this question in an email a while back. Can you please answer it?

This was extracted from the email:

"Question: What years of back taxes would the court look at to assess damages for loss of income as a result of the flood? Is there an equation that is used? Is there anything outside of tax records that the court would require to prove damages? I would like to put you and my accountant directly in touch, if it is

required. Her name is Janice Hayman. She is very good at her job and a beautiful human-being. Do I have your permission to share your contact info with her?"-----
I really enjoyed meet Alexander Naratoff! Thank you for your referral and the introduction. I feel the same about Ed Olmstead. You work with good people which is not surprising but very inspiring. I hope you're having an inspiring day! Enjoy.

Thank you,
Christian

Sent from ProtonMail Mobile

Date: Sep 16, 2020 12:17 PM

From: "Margaret B. Sandercock" <mbsandercock@optonline.net>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Unanswered question from a previous email

Yes, everyone likes Ed Olmsted and he is cheaper than much less qualified companies. Neratoff is a business friend of mine for 30 years and a very interesting person.

You can certainly tell your accountant to contact me. I feel like I might have dealt with her in some other context but can't put my finger on it. Actually, the damages part of your matter would be done by my partner and I have to refer it to him. Sorry to have appeared unresponsive, I think I intended to refer it to him at the time, but never did. I will do so now.

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, September 16, 2020 at 12:14 PM

To: "Margaret B. Sandercock"

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From: "Margaret B. Sandercock" <mbsandercock@optonline.net>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Unanswered question from a previous email

By the way, photos of the damage that was done would be useful. Adam might tell you to retain the damaged property insofar as that is possible.

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So Adam says there is no formula and that we'd probably need 3 or 4 years of back taxes, but it's hard to confirm without knowing the landlord's theory of its defense which we cannot know till sometime after the case is started.

From: "Margaret B. Sandercock"

Date: Wednesday, September 16, 2020 at 12:27 PM

To: Christian Gray

Subject: Re: Unanswered question from a previous email

By the way, photos of the damage that was done would be useful. Adam might tell you to retain the damaged property insofar as that is possible.

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, September 16, 2020 at 12:14 PM

To: "Margaret B. Sandercock"

Subject: Unanswered question from a previous email

Hello,

I asked this question in an email a while back. Can you please answer it?

This was extracted from the email:

"Question: What years of back taxes would the court look at to assess damages for loss of income as a result of the flood? Is there an equation that is used? Is there anything outside of tax records that the court would require to prove damages? I would like to put you and my accountant directly in touch, if it is required. Her name is Janice Hayman. She is very good at her job and a beautiful human-being. Do I have your permission to share your contact info with her?"

I really enjoyed meet Alexander Naratoff! Thank you for your referral and the introduction. I feel the same about Ed Olmstead. You work with good people which is not surprising but very inspiring. I hope you're having an inspiring day! Enjoy.

Thank you,

Christian

Sent from ProtonMail Mobile

Date: Sep 16, 2020 04:36 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret B. Sandercock" <mbsandercock@optonline.net>
Subject: Re: Unanswered question from a previous email

Understood. Thank you.

Sent from ProtonMail Mobile

On Wed, Sep 16, 2020 at 12:32, Margaret B. Sandercock wrote:

So Adam says there is no formula and that we'd probably need 3 or 4 years of back taxes, but it's hard to confirm without knowing the landlord's theory of its defense which we cannot know till sometime after the case is started.

From: "Margaret B. Sandercock"
Date: Wednesday, September 16, 2020 at 12:27 PM
To: Christian Gray
Subject: Re: Unanswered question from a previous email

By the way, photos of the damage that was done would be useful. Adam might tell you to retain the damaged property insofar as that is possible.

From: Christian Gray
Reply-To: Christian Gray
Date: Wednesday, September 16, 2020 at 12:14 PM
To: "Margaret B. Sandercock"
Subject: Unanswered question from a previous email

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Thank you,

Christian

Sent from ProtonMail Mobile

Date: Sep 17, 2020 12:25 PM

From: "Margaret Sandercock" <mbsandercock@optonline.net>
To: "Alexandr Neratoff" <alexandr@neratoff.com>, "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>
Subject: FW: 226 Franklin - Structural Narrative Statement

Here is the narrative statement for the structural work.

From: "Michael M. Bobick"
Date: Thursday, September 17, 2020 at 12:09 PM
To: "Margaret B. Sandercock"
Subject: RE: 226 Franklin - Structural Narrative Statement

Please see the attached narrative statement.

Please let me know if you will accept service on behalf of your clients.

Thank you

Michael M. Bobick
Associate
Belkin Burden Goldman, LLP
270 Madison Avenue
New York, NY 10016
Tel: 212-867-4466 (Ext. 331)
Fax: 212-297-1859
E-mail: mbobick@bbgllp.com
Web: www.bbgllp.com

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From: Margaret B. Sandercock
Sent: Tuesday, September 15, 2020 6:10 PM
To: Michael M. Bobick
Subject: 226 Franklin

Just a reminder, we are looking for a narrative statement for the emergency work and also the mold report on the wall we are asking be taken down and the landlord does not want to take down.

Would it be unreasonable for me to say that I smell a rat that it takes so long to get the mold report. Perhaps the opinion you are asking for is not the mold guy's opinion.

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Date: Sep 17, 2020 07:19 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Alexandr Neratoff" <alexandr@neratoff.com>, "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>
Subject: Fwd: 226 Franklin - Structural Narrative Statement

Sent from my iPhone

Begin forwarded message:

From: "Michael M. Bobick"

Date: September 17, 2020 at 2:41:31 PM EDT

To: Margaret Sandercock

Subject: RE: 226 Franklin - Structural Narrative Statement

Attached is the cover sheet for the narrative statement, signed by the Engineer.

Michael M. Bobick

Associate

Belkin Burden Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel:

212-867-4466 (Ext. 331)

Fax:

212-297-1859

E-mail:

mbobick@bbgllp.com

Web:

www.bbgllp.com

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Date: Sep 17, 2020 05:33 PM

From: "Margaret Sandercock" <mbsandercock@optonline.net>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "David May" <davidmortimermay@gmail.com>

Subject: HP case update

I am promised the report of the landlord's mold consultant later tonight. We are supposed to let the HP court know tomorrow if we want a trial date, but I expect to have to ask for an extension of time on that because I will need time to show Chris the report and more important, show it to Ed Olmsted. I agreed long ago to review their report and discuss with Ed. I think it 95% likely that assuming their report does not call for taking down the wall between your units, Ed will disagree with it and a trial will be required. I will send you the report as soon as I have it.

Date: Sep 18, 2020 09:43 AM

From: "Margaret Sandercock" <mbsandercock@optonline.net>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "David May" <davidmortimermay@gmail.com>

Subject: Wall between your units

I was led to believe we would have the landlord's mold expert's report yesterday but it has not arrived yet. An issue has come up that I wanted to mention in case you think it should be pursued. I was told yesterday that the landlord has asked the expert to make changes in his report. I suppose the changes could be innocent (like a factual mistake needing to be corrected) but otherwise, why would the landlord be asking to change an expert's opinion? This, coupled with the delay involved in getting the report, makes me wonder whether the landlord and his lawyers are trying to get their mold expert to give an opinion that is not in fact his opinion.

Date: Sep 18, 2020 03:44 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbsandercock@optonline.net>
Subject: Re: Wall between your units

Thank you for the update. That sounds very suspect. The original report is on court record so any changes made to it to support a narrative that is counter to the experts original opinions should be obvious to all involved and easily pointed out and argued, if need be. I would not be surprised if that's what Marty is trying to do. Removing the party wall has a significant affect on the scope of work and expenses of the overall project.

Sent from ProtonMail Mobile

On Fri, Sep 18, 2020 at 09:43, Margaret Sandercock wrote:

I was led to believe we would have the landlord's mold expert's report yesterday but it has not arrived yet. An issue has come up that I wanted to mention in case you think it should be pursued. I was told yesterday that the landlord has asked the expert to make changes in his report. I suppose the changes could be innocent (like a factual mistake needing to be corrected) but otherwise, why would the landlord be asking to change an expert's opinion? This, coupled with the delay involved in getting the report, makes me wonder whether the landlord and his lawyers are trying to get their mold expert to give an opinion that is not in fact his opinion.

Date: Sep 21, 2020 04:30 PM

From: "Margaret B. Sandercock" <mbsandercock@optonline.net>
To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@me.com>
Cc: "David May" <davidmortimermay@gmail.com>
Subject: FW: 226 Franklin - Mold Report

Please review and let me know what you think.

From: "Michael M. Bobick"
Date: Monday, September 21, 2020 at 4:04 PM
To: "Margaret B. Sandercock"
Cc: Elizabeth Sandercock
Subject: RE: 226 Franklin - Mold Report

Just getting it to you. See attached.

I just spoke with my client. To him, the difference of opinion lies with the overall scope of work. I guess that is obvious, but my client and his expert believe there is a step by step process. My client wants to remove/remediate the mold that is visible. Whereas, your expert is assuming that all of it is bad and that everything needs to be removed.

My client is offering the following (for settlement purposes only):

Step one: we will remove/remediate the mold that is currently visible. Once the first layer has been removed, we will be able to see what is behind.

From our expert's report, our expert even states that if additional impacted material is revealed during the remediation process, further remediation is probably necessary. Step two would be, if, after the first layer is removed, further impacted material is observed, my client will then remediate.

This process will continue until all mold has been remediated and a post remediation verification has been conducted by a NYS Certified Mold Assessor.

Michael M. Bobick
Associate
Belkin Burden Goldman, LLP
270 Madison Avenue
New York, NY 10016
Tel: 212-867-4466 (Ext. 331)
Fax: 212-297-1859
E-mail: mbobick@bbgllp.com
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From: Margaret B. Sandercock
Sent: Monday, September 21, 2020 3:51 PM
To: Michael M. Bobick
Cc: Elizabeth Sandercock
Subject: Re: 226 Franklin - Mold Report

What is the status of your report?

From: "Michael M. Bobick"
Date: Thursday, September 17, 2020 at 6:53 PM
To: Margaret Sandercock
Cc: Elizabeth Sandercock
Subject: Re: 226 Franklin - Mold Report

He asked for additional information. The experts opinion is his opinion but the client asked for more information/details.

Sent from my iPhone

On Sep 17, 2020, at 6:48 PM, Margaret Sandercock wrote:

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From: "Michael M. Bobick"
Date: Thursday, September 17, 2020 at 6:46 PM
To: Margaret Sandercock
Cc: Elizabeth Sandercock
Subject: Re: 226 Franklin - Mold Report

Sorry, I am very embarrassed. I spoke too soon. My client requested additional edits to be made. I know they are being made but it will not be ready this evening. I am very sorry.

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On Sep 17, 2020, at 5:47 PM, Michael M. Bobick wrote:

I understand, and have no problem with asking the court for more time.

I am waiting for the final report and will send to you shortly.

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From: Margaret Sandercock
Sent: Thursday, September 17, 2020 5:44 PM
To: Michael M. Bobick
Cc: Elizabeth Sandercock
[Body truncated at extraction limit]

Date: Sep 21, 2020 08:40 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret B. Sandercock" <mbsandercock@optonline.net>
Subject: Re: FW: 226 Franklin - Mold Report

I don't agree with it at all. It is unacceptable.
Thanks for the update.

Sent from ProtonMail Mobile

On Mon, Sep 21, 2020 at 16:30, Margaret B. Sandercock wrote:

Please review and let me know what you think.

From: "Michael M. Bobick"
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Date: Sep 21, 2020 04:43 PM

From: "Margaret B. Sandercock" <mbsandercock@optonline.net>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: 226 Franklin - Mold Report

Agreed. Can't wait to hear from Ed.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, September 21, 2020 at 4:40 PM

To: "Margaret B. Sandercock"

Subject: Re: FW: 226 Franklin - Mold Report

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To: "Margaret B. Sandercock" <mbsandercock@optonline.net>
Cc: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: Re: 226 Franklin - Mold Report

The proposed work scope will not work because much of the mold in the apartment is hidden. For example

The mold is hidden under the raised bathroom floor
The mold is hidden in the wall cavity in the bathroom
The mold is hidden above the ceiling in the living room and two studios- The growth is above the sheetrock ceiling and on the wood deck above the ceiling
The mold is hidden under the kitchen flooring
There are more areas with hidden mold as outlined in my report.

The US EPA and AIHA have both published documents that specifically warn about hidden mold. The EPA does not suggest that hidden mold can be found by looking for and removing visible mold, which is only on the base of some walls. That proposed work scope by the building owner will not detect or abate much of the hidden mold. Removing one layer of sheetrock from the base of some walls will not expose mold in all of the areas listed above such as under floors, above the ceiling, inside the bathroom raised floor and wall cavity. The owner and his expert are merely trying to minimize the work done in order to reduce costs. This will only serve to miss most of the mold.

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

Every person is the obedient servant of his point of view

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[Body truncated at extraction limit]

Date: Oct 01, 2020 02:02 AM

From: "Alexandr Neratoff" <alexandr@neratoff.com>
To: "'Margaret Sandercock'" <mbs@goodfarblaw.com>, "'Christian Gray'" <christiangray3@protonmail.com>
Subject: 226 Franklin Street Structural Report

Hello Margaret

Shall I send this to the structural engineer directly? I also have 50 or more photographs that I can send him, so he can decide if he needs to visit or not. I will need his coordinates, not sure I have them - I likely do, n the context of the Roche project.

I assume you do not need the photographs, so I do not want to clog your email files. Just sending you a few.

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012

212 431 0011
Neratoff.com

Virus-free. www.avast.com

Date: Oct 01, 2020 05:31 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "David May" <davidmortimermay@gmail.com>, "Christian Gray"
<christiangray3@protonmail.com>

Subject: FW: 226 Franklin Street Structural Report IMPORTANT

David was not copied by our architect so I am doing that now.

I agree with Neratoff that we should refer his report to the engineer I had contacted, Donald Friedman, to see if Neratoff's concerns are accurate, whether there are other things that need to be reported and so forth.

Would you please confirm as soon as possible if it is OK to involve the engineer?

From: Alexandr Neratoff

Date: Thursday, October 1, 2020 at 2:03 AM

To: Margaret Sandercock , 'Christian Gray'

Subject: 226 Franklin Street Structural Report

Hello Margaret

Shall I send this to the structural engineer directly? I also have 50 or more photographs that I can send him, so he can decide if he needs to visit or not. I will need his coordinates, not sure I have them - I likely do, in the context of the Roche project.

I assume you do not need the photographs, so I do not want to clog your email files. Just sending you a few.

Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

Neratoff.com

Virus-free.

www.avast.com

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Date: Oct 01, 2020 05:35 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "David May" <davidmortimermay@gmail.com>

Subject: Re: FW: 226 Franklin Street Structural Report IMPORTANT

Yes, I agree, and it is necessary to move forward. Approved.

Thank you.

Sent from ProtonMail Mobile

On Thu, Oct 1, 2020 at 13:31, Margaret Sandercock wrote:

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Date: Oct 01, 2020 12:41 PM

From: "David May" <davidmortimermay@gmail.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: 226 Franklin Street Structural Report IMPORTANT

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To: Margaret Sandercock , 'Christian Gray'

Subject: 226 Franklin Street Structural Report

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--

David Mortimer May

97 Green Street, #G22
Brooklyn, NY 11222

USA
(615) 429-4414
The Land of Tradition

Date: Oct 01, 2020 05:47 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "David May" <davidmortimermay@gmail.com>, "Christian Gray"
<christiangray3@protonmail.com>

Subject: Re: 226 Franklin Street Structural Report IMPORTANT

Procedural question: we are going to have a conference at the Loft Board. I have decided not to do these virtually and the Loft Board does allow people to come in personally. I need you to indicate whether you'd attend in person or virtually as it affects scheduling.

Also, they are looking to do the conference Oct. 12 or sometime soon after, does that time period work for you? (It will not be Oct. 13, 15, or 19 as I am on trial those days.)

From: David May

Date: Thursday, October 1, 2020 at 1:42 PM

To: Christian Gray

Cc: Margaret Sandercock

Subject: Re: FW: 226 Franklin Street Structural Report IMPORTANT

Thanks for adding me to the email. I agree with Chris, on whatever steps are necessary to make sure proposed work is warranted and conducted properly.

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Date: Thursday, October 1, 2020 at 2:03 AM

To: Margaret Sandercock , 'Christian Gray'

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York, NY 10012

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Date: Oct 01, 2020 12:51 PM

From: "David May" <davidmortimermay@gmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: 226 Franklin Street Structural Report IMPORTANT

I am in Tennessee right now so I would be attending any October conference virtually. I can prepare whatever materials you think would be necessary to advocate in that format.

On Thu, Oct 1, 2020 at 12:47 PM Margaret Sandercock wrote:

Procedural question: we are going to have a conference at the Loft Board. I have decided not to do these virtually and the Loft Board does allow people to come in personally. I need you to indicate whether you'd attend in person or virtually

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Also, they are looking to do the conference Oct. 12 or sometime soon after, does that time period work for you? (It will not be Oct. 13, 15, or 19 as I am on trial those days.)

From: David May

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From:

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To: Margaret Sandercock , 'Christian Gray'

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David Mortimer May

97 Green Street, #G22
Brooklyn, NY 11222

USA
(615) 429-4414
The Land of Tradition

Date: Oct 01, 2020 06:28 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "David May"
<davidmortimermay@gmail.com>

Subject: Re: 226 Franklin Street Structural Report IMPORTANT

I can attend in-person and I'm flexible with dates in October but will be out of town from November 2nd through the 11th.

Sent from ProtonMail Mobile

On Thu, Oct 1, 2020 at 13:47, Margaret Sandercock wrote:

Procedural question: we are going to have a conference at the Loft Board. I have decided not to do these virtually and the Loft Board does allow people to come in personally. I need you to indicate whether you'd attend in person or virtually as it affects scheduling.

Also, they are looking to do the conference Oct. 12 or sometime soon after, does that time period work for you? (It will not be Oct. 13, 15, or 19 as I am on trial those days.)

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Date: Thursday, October 1, 2020 at 1:42 PM

To: Christian Gray

Cc: Margaret Sandercock

Subject: Re: FW: 226 Franklin Street Structural Report IMPORTANT

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To: Margaret Sandercock , 'Christian Gray'

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Date: Oct 01, 2020 08:58 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "David May"
<davidmortimermay@gmail.com>

Subject: Loft Board conference

It is going to take place either Oct. 20, 26 or 27, so for the moment hold those dates. The most likely is the 20th. David can participate remotely and Chris and I can attend in person.

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Date: Oct 01, 2020 11:40 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "David May"
<davidmortimermay@gmail.com>

Subject: Re: Loft Board conference

Sounds good. Thank you.

Sent from ProtonMail Mobile

On Thu, Oct 1, 2020 at 16:58, Margaret Sandercock wrote:

It is going to take place either Oct. 20, 26 or 27, so for the moment hold those dates. The most likely is the 20th. David can participate remotely and Chris and I can attend in person.

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Date: Oct 02, 2020 12:16 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "David May"
<davidmortimermay@gmail.com>

Subject: Re: Loft Board conference

Neratoff will also join in person.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, October 1, 2020 at 7:40 PM

To: Margaret Sandercock , David May

Subject: Re: Loft Board conference

Sounds good. Thank you.

Sent from ProtonMail Mobile

On Thu, Oct 1, 2020 at 16:58, Margaret Sandercock wrote:

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Date: Oct 02, 2020 01:50 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "David May"

<davidmortimermay@gmail.com>

Subject: Re: Loft Board conference

Great news! Thank you.

Sent from ProtonMail Mobile

On Thu, Oct 1, 2020 at 20:16, Margaret Sandercock wrote:

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From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, October 1, 2020 at 7:40 PM

To: Margaret Sandercock , David May

Subject: Re: Loft Board conference

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Date: Oct 02, 2020 04:36 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: Donald Friedman the engineer

He would like to be hired by you before he does work; he has time to do it later today or Monday. I asked for a retainer agreement but it's not clear to me that he has one. I would like to suggest that one of you reach out to him, offer to pay him and ask if there is something you need to sign. 212 244 4546 ext. 302, dfriedman@oldstructures.com.

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: Re: Donald Friedman the engineer

I think he might want us to come up with a retainer agreement, but mine for use as a lawyer would be very different. If he advises you of his hourly rate and how much he wants to be paid now, Neratoff says he can fix up his retainer letter so it might do.

From: Margaret Sandercock

Date: Friday, October 2, 2020 at 12:36 PM

To: Christian Gray , David May

Subject: Donald Friedman the engineer

He would like to be hired by you before he does work; he has time to do it later today or Monday. I asked for a retainer agreement but it's not clear to me that he has one. I would like to suggest that one of you reach out to him, offer to pay him and ask if there is something you need to sign. 212 244 4546 ext. 302, dfriedman@oldstructures.com.

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Date: Oct 02, 2020 05:38 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Alexandr Neratoff" <alexandr@neratoff.com>, "David May"
<davidmortimermay@gmail.com>, "Christian Gray"
<christiangray3@protonmail.com>

Subject: Loft Board narrative conference

The narrative conference on the structural work will be held Oct. 20 at 1 pm at the Loft Board 280 Broadway, 5th fl. We have been asked to allow up to 3 hours but I doubt it will take that long.

David, I will either send you the invitation so you can zoom or dial in on the phone, or have the Loft Board do so.

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Date: Oct 02, 2020 08:55 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "David May"
<davidmortimermay@gmail.com>

Subject: FW: 226 Franklin Street Structural Report

Please sign and return engineering agreement and contact Don and ask him if he wants money now. If I read this correctly I don't see how much he wants.

From: Donald Friedman

Date: Friday, October 2, 2020 at 4:35 PM

To: Margaret Sandercock

Subject: Re: 226 Franklin Street Structural Report

Donald Friedman, PE F.APT F.ASCE

Old Structures Engineering PC

90 Broad Street #1501

New York, NY 10004

212 244 4546 x302

dfriedman@oldstructures.com

dfriedman@oldstructures.nyc

Old Structures has been monitoring developments regarding coronavirus (COVID-19) and suggestions from the CDC, New York City, and New York State. We have gone to full-time remote-work for the duration of this situation. At this time, we are working on our projects, are available normally via email and phone. and will try to be available for

limited site visits. Please contact us if you require assistance.

On Oct 2, 2020, at 10:24 AM, Margaret Sandercock wrote:

This is not normally what we do. I would have the tenants retain you and you would send them the agreement. To be honest, I don't have a suitable agreement to send to you for us to retain you.

From: Donald Friedman

Date: Friday, October 2, 2020 at 10:22 AM

To: Margaret Sandercock

Cc: Alexandr Neratoff

Subject: Re: 226 Franklin Street Structural Report

Margaret -

Please send me a retainer agreement. I can work on this this afternoon or Monday.

Don

Donald Friedman, PE F.APT F.ASCE

Old Structures Engineering PC

90 Broad Street #1501

New York, NY 10004

212 244 4546 x302

dfriedman@oldstructures.com

dfriedman@oldstructures.nyc

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Date: Thursday, October 1, 2020 at 2:03 AM

To: Margaret Sandercock , 'Christian Gray'

Subject: 226 Franklin Street Structural Report

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Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

Neratoff.com

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Date: Oct 04, 2020 01:02 AM

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "David May" <davidmortimermay@gmail.com>

Subject: Re: FW: 226 Franklin Street Structural Report

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Donald Friedman, PE F.APT F.ASCE

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New York, NY 10004

212 244 4546 x302

dfriedman@oldstructures.com

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To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "David May" <davidmortimermay@gmail.com>

Subject: Mr. Friedman -- engineer

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Mr. Friedman -- engineer

Signed and delivered to Mr. Friedman.

Sent from ProtonMail Mobile

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Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

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Subject: Re: 226 Franklin Street Structural Report

I signed it as a "Representative of the 226 Franklin Tenant Association". His reply, once he received the signed doc, was that he would start work immediately. He did mention anything about needing a retainer. I specifically asked him what if he would need one and how much it would be, along with mailing address and/or wire transfer info, and he didn't bring it up. He just said he would start immediately.

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From: David May

Date: Thursday, October 8, 2020 at 2:35 PM

To: Christian Gray

Cc: Margaret Sandercock

Subject: Re: FW: 226 Franklin Street Structural Report

I've attached signed form.

On Sat, Oct 3, 2020 at 8:03 PM Christian Gray wrote:

I out of town and I just got all of the emails sent since Friday morning. I'll be back in town tomorrow night and can attend to the matter on Monday. David, if you're so moved, you can handle it in the meantime or I'll take care of it on Monday. I'll check my email again tomorrow. Thank you.

Sent from ProtonMail Mobile

On Fri, Oct 2, 2020 at 16:55, Margaret Sandercock wrote:

Please sign and return engineering agreement and contact Don and ask him if he wants money now. If I read this correctly I don't see how much he wants.

From:
Donald Friedman

Date: Friday, October 2, 2020 at 4:35 PM

To: Margaret Sandercock

Subject: Re: 226 Franklin Street Structural Report

Donald Friedman, PE F.APT F.ASCE

Old Structures Engineering PC

90
Broad Street #1501

New
York, NY 10004

212 244 4546 x302

dfriedman@oldstructures.com

dfriedman@oldstructures.nyc

Old Structures has been monitoring developments regarding coronavirus (COVID-19) and suggestions from the CDC, New York City, and New York State. We have gone to full-time remote-work for the duration of this situation. At this time, we are working on our projects, are available normally via email and phone. and will try to be available for limited site visits. Please contact us if you require assistance.

On Oct 2, 2020, at 10:24 AM, Margaret Sandercock wrote:

This is not normally what we do. I would have the tenants retain you and you would send them the agreement. To be honest, I don't have a suitable agreement to send to you for us to retain you.

From: Donald Friedman

Date: Friday, October 2, 2020 at 10:22 AM

To: Margaret Sandercock

Cc: Alexandr Neratoff

Subject: Re:
226 Franklin Street Structural Report

Margaret -

Please send me a retainer agreement. I can work on this this afternoon or Monday.

Don

Donald Friedman, PE F.APT F.ASCE

Old Structures Engineering PC

90
Broad Street #1501

New
York, NY 10004

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On Oct 1, 2020, at 2:19 PM, Margaret Sandercock wrote:

Donald, meet Alex Neratoff, RA. 226 Franklin St., in Greenpoint, is the building I mentioned to you around Sept. 10. Alex and I represent tenants in 2 units that will be affected by structural work needed on the building. Alex has been to the building to look at this particular condition; above you will find his report and some selected photos. He has many more photos if you want them.

At the moment Alex suggested you look at his report and express your agreement or disagreement as well as any other comments or information we should have. We are going to have to hand in a report to the landlord and NYC Loft Board within about 5 days or so, and probably attend a meeting there sometime around Columbus Day.

Also, later Alex can send you further photos if you would like to see them.

Our clients are Chris Gray and David May, who are tenants in side by side units under the units where the primary work will take place. The Gray and May units are to have structural supports installed in them. Please let me know if you want to have them sign a retainer agreement and I will facilitate if you wish.

From: Alexandr Neratoff

Date: Thursday, October 1, 2020 at 2:03 AM

To: Margaret Sandercock

[Body truncated at extraction limit]

Date: Oct 08, 2020 08:13 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "David May" <davidmortimermay@gmail.com>

Subject: Re: 226 Franklin Street Structural Report

That's promising news. Thanks.

Sent from my iPhone

On Oct 8, 2020, at 3:59 PM, Christian Gray wrote:

I signed it as a "Representative of the 226 Franklin Tenant Association". His reply, once he received the signed doc, was that he would start work immediately. He did mention anything about needing a retainer. I specifically asked him what if he would need one and how much it would be, along with mailing address and/or wire transfer info, and he didn't bring it up. He just said he would start immediately.

Sent from ProtonMail Mobile

On Thu, Oct 8, 2020 at 15:54, Margaret Sandercock wrote:

Please make sure the engineer has everyone's signed agreement. I have not sent it to him as I bet he doesn't want it multiple times and I didn't know if you'd sent it.

Can one of you please find out if he wants to be paid money and when he can do our work?

From: David May

Date: Thursday, October 8, 2020 at 2:35 PM

To: Christian Gray

Cc: Margaret Sandercock

Subject: Re: FW: 226 Franklin Street Structural Report

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Sent from ProtonMail Mobile

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From:

Donald Friedman

Date: Friday, October 2, 2020 at 4:35 PM

To: Margaret Sandercock

Subject: Re: 226 Franklin Street Structural Report

Donald Friedman, PE F.APT F.ASCE

Old Structures Engineering PC

90

Broad Street #1501

New

York, NY 10004

212 244 4546 x302

dfriedman@oldstructures.com

dfriedman@oldstructures.nyc

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Date: Friday, October 2, 2020 at 10:22 AM

To: Margaret Sandercock

Cc: Alexandr Neratoff

Subject: Re:

226 Franklin Street Structural Report

Margaret -

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Don

Donald Friedman, PE F.APT F.ASCE

Old Structures Engineering PC

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Broad Street #1501

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York, NY 10004

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[Body truncated at extraction limit]

Date: Oct 14, 2020 08:53 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Mold case update

A conference has been scheduled Oct. 29 at 2 30 pm - to be held virtually. I can inquire into whether you can attend, if you are interested in attending.

I will not be able to attend as I have an in person conference at the Loft Board that day. My associate is fully familiar with the case and issues and she will handle the conference. Unfortunately, the judge did not give us a choice of dates.

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Date: Oct 14, 2020 09:06 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "martyck@gmail.com" <martyck@gmail.com>, "AMLee@buildings.nyc.gov"

<AMLee@buildings.nyc.gov>, "jkashizadeh@costa-ae.com"

<jkashizadeh@costa-ae.com>, "JBurden@bbgllp.com" <JBurden@bbgllp.com>,

"Margaret Sandercock" <mbs@goodfarblaw.com>, "HaLin@buildings.nyc.gov"

<HaLin@buildings.nyc.gov>

Cc: "StClarke@buildings.nyc.gov" <StClarke@buildings.nyc.gov>, "Alexandr

Neratoff" <alexandr@neratoff.com>, "nycloftboard@buildings.nyc.gov"

<nycloftboard@buildings.nyc.gov>, "Lisa Gallaudet" <LGallaudet@bbgllp.com>,

"Christian Gray" <christiangray3@protonmail.com>,

"davidmortimermay@gmail.com" <davidmortimermay@gmail.com>

Subject: 226 Franklin Street, Brooklyn, NY

Attached are Tenants' architectural and engineering reports in preparation for the conference next Tuesday. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Oct 19, 2020 06:13 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Amy Lee (Buildings)" <AMLee@buildings.nyc.gov>

Cc: "martin kofman" <martyck@gmail.com>, "Joseph Burden"

<JBurden@bbgllp.com>, "Lisa Gallaudet" <LGallaudet@bbgllp.com>, "Alexandr

Neratoff" <alexandr@neratoff.com>, "Ronald Ogur" <r_ogur@msn.com>,

"davidmortimermay@gmail.com" <davidmortimermay@gmail.com>, "Hanchun Lin

(Buildings)" <HaLin@buildings.nyc.gov>, "Christian Gray"

<christiangray3@protonmail.com>, "Stephan Clarke (Buildings)"

<StClarke@buildings.nyc.gov>, "NYC Loftboard (Buildings)"

<nycloftboard@buildings.nyc.gov>

Subject: Re: 226 Franklin Street - Emergency Work

This conference is scheduled for tomorrow. I will attend with Mr. Neratoff and Mr. Gray. Where shall we go when we arrive at 280 Broadway?

Our client David May is attending remotely. I am not sure if he received an invitation to participate remotely.

From: "Amy Lee (Buildings)"

Date: Friday, October 9, 2020 at 4:21 PM

To: Margaret Sandercock

Cc: martin kofman , Joseph Burden , Lisa Gallaudet , Alexandr Neratoff , Ronald Ogur , "davidmortimermay@gmail.com" , "Hanchun Lin (Buildings)" , "Stephan Clarke (Buildings)" , "NYC Loftboard (Buildings)"

Subject: RE: 226 Franklin Street - Emergency Work

Thank you, Ms. Sandercock.

Amy Lee

Assistant General Counsel

New York City Loft Board

280 Broadway, 5th Floor

New York, NY 10007

(212) 393-6678

From: Margaret Sandercock

Sent: Friday, October 09, 2020 4:19 PM

To: Amy Lee (Buildings)

Cc: martin kofman ; Joseph Burden ; Lisa Gallaudet ; Alexandr Neratoff ; Ronald Ogur ; davidmortimermay@gmail.com; Hanchun Lin (Buildings) ; Stephan Clarke (Buildings) ; NYC Loftboard (Buildings)

Subject: Re: 226 Franklin Street - Emergency Work

I will attend in person with one client

and our architect.

Sent from my iPhone

On Oct 9, 2020, at 4:10 PM, Amy Lee (Buildings) wrote:

Good Afternoon All,

Attached please find the Notice of Narrative Statement Conference that will be mailed to all affected parties today.

Amy Lee

Assistant General Counsel

New York City Loft Board

280 Broadway, 5th Floor

New York, NY 10007

(212) 393-6678

From: Amy Lee (Buildings)

Sent: Friday, October 02, 2020 12:40 PM

To: 'martin kofman' ; Joseph Burden

Cc: Margaret Sandercock ; Alexandr Neratoff ; Hanchun Lin (Buildings) ; Stephan Clarke (Buildings) ; NYC Loftboard (Buildings)

Subject: RE: 226 Franklin Street - Emergency Work

Thank you, Mr. Burden and Mr. Kofman.

I will send everyone an Outlook invite shortly. Information on how to attend via video will be included in the invite.

Amy Lee

Assistant General Counsel

New York City Loft Board

280 Broadway, 5th Floor

New York, NY 10007

(212) 393-6678

From: martin kofman

Sent: Friday, October 02, 2020 12:21 PM

To: Joseph Burden

Cc: Amy Lee (Buildings) ; Margaret Sandercock ; Alexandr Neratoff ;
Hanchun Lin (Buildings) ; Stephan Clarke (Buildings) ; NYC Loftboard (Buildings)

Subject: Re: 226 Franklin Street - Emergency Work

I prefer the afternoon as well

Martin C Kofman

American Package Company Inc

718 389 4444

Cellular 516 524 2244

On Oct 2, 2020, at 12:18 PM, Joseph Burden wrote:

We can do the 20th in the afternoon also

Effective January 1, 2020, please note Firm Name Change and Email Address

Joseph Burden

Partner

Belkin - Burden - Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel: 212-867-4466 (Ext. 308)

Fax: 212-297-1859

E-mail: jburden@bbgllp.com

Web: www.bbgllp.com

On Oct 2, 2020, at 12:17 PM, Amy Lee (Buildings) wrote:

Thank you, Ms. Sandercock.

Amy Lee

Assistant General Counsel

New York City Loft Board

280 Broadway, 5th Floor

New York, NY 10007

(212) 393-6678

From: Margaret Sandercock

Sent: Friday, October 02, 2020 12:14 PM

To: Amy Lee (Buildings)

Cc: Joseph Burden ; Alexandr Neratoff ; Hanchun Lin (Buildings) ;
Stephan Clarke (Buildings) ; NYC Loftboard (Buildings) ; martin kofman (martyck@gmail.com)

Subject: Re: 226 Franklin Street - Emergency Work

We prefer afternoon on the 20th.

Sent from my iPhone

On Oct 2, 2020, at 12:01 PM, Margaret Sandercock wrote:

Everyone on my team is available the 20th as already indicated, one remote and 3 in person. Just waiting for the Loft Board to confirm.

Sent from my iPhone

On Oct 2, 2020, at 11:49 AM, Amy Lee (Buildings) wrote:

All,

The Loft Board staff's preferred date:

October 20, 2020 - 9:30 AM to 12:30 PM or 1:00 PM to 4:00 PM

However, the Loft Board staff will also be availabl

[Body truncated at extraction limit]

Date: Oct 19, 2020 06:22 PM

From: "Amy Lee (Buildings)" <AMLee@buildings.nyc.gov>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "martin kofman" <martyck@gmail.com>, "Joseph Burden" <JBurden@bbgllp.com>, "Lisa Gallaudet" <LGallaudet@bbgllp.com>, "Alexandr Neratoff" <alexandr@neratoff.com>, "Ronald Ogur" <r_ogur@msn.com>, "davidmortimermay@gmail.com" <davidmortimermay@gmail.com>, "Hanchun Lin (Buildings)" <HaLin@buildings.nyc.gov>, "Christian Gray" <christiangray3@protonmail.com>, "Stephan Clarke (Buildings)" <StClarke@buildings.nyc.gov>, "NYC Loftboard (Buildings)" <nycloftboard@buildings.nyc.gov>

Subject: RE: 226 Franklin Street - Emergency Work

Ms. Sandercock,

The meeting will be held in the conference room that is located directly across from the elevators on the 5th floor.

I had sent an Outlook invite to Mr. May on October 2, 2020. Please let me know if he needs me to send it again.

Amy Lee

Assistant General Counsel

New York City Loft Board

280 Broadway, 5th Floor

New York, NY 10007

(212) 393-6678

From: Margaret Sandercock

Sent: Monday, October 19, 2020 2:14 PM

To: Amy Lee (Buildings)

Cc: martin kofman ; Joseph Burden ; Lisa Gallaudet ; Alexandr Neratoff ; Ronald Ogur ; davidmortimermay@gmail.com; Hanchun Lin (Buildings) ; Christian Gray ; Stephan Clarke (Buildings) ; NYC Loftboard (Buildings)

Subject: Re: 226 Franklin Street - Emergency Work

This conference is scheduled for tomorrow. I will attend with Mr. Neratoff and Mr. Gray. Where shall we go when we arrive at 280 Broadway?

Our client David May is attending remotely. I am not sure if he received an invitation to participate remotely.

From: "Amy Lee (Buildings)"

Date: Friday, October 9, 2020 at 4:21 PM

To: Margaret Sandercock

Cc: martin kofman , Joseph Burden , Lisa Gallaudet , Alexandr Neratoff , Ronald Ogur , "davidmortimermay@gmail.com" , "Hanchun Lin (Buildings)" , "Stephan Clarke (Buildings)" , "NYC Loftboard (Buildings)"

Subject: RE: 226 Franklin Street - Emergency Work

Thank you, Ms. Sandercock.

Amy Lee

Assistant General Counsel

New York City Loft Board

280 Broadway, 5th Floor

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Cc: martin kofman ; Joseph Burden ; Lisa Gallaudet ; Alexandr Neratoff ; Ronald Ogur ; davidmortimermay@gmail.com; Hanchun Lin (Buildings) ; Stephan Clarke (Buildings) ; NYC Loftboard (Buildings)

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To: 'martin kofman' ; Joseph Burden

Cc: Margaret Sandercock ; Alexandr Neratoff ; Hanchun Lin (Buildings) ;
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Subject: RE: 226 Franklin Street - Emergency Work

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Partner

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Amy Lee

Assistant General Counsel

New York City Loft Board

280 Broadway, 5th Floor

New York, NY 10007

(212) 393-6678

From: Margaret Sandercock

[Body truncated at extraction limit]

Date: Oct 20, 2020 01:46 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Billing

We are owed \$384 on your individual bill. Would it be possible for you to bring a check to the Loft Board today or if you prefer to pay by card, contact my assistant to do so?

Sent from my iPhone

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Date: Oct 20, 2020 02:37 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Billing

My apologies, I was unaware of any outstanding balance. I don't have hard checks but will approve a card payment with your associate.

See you at the conference. Thank you.

Sent from ProtonMail Mobile

On Tue, Oct 20, 2020 at 09:46, Margaret Sandercock wrote:

We are owed \$384 on your individual bill. Would it be possible for you to bring a check to the Loft Board today or if you prefer to pay by card, contact my assistant to do so?

Sent from my iPhone

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Date: Oct 20, 2020 02:51 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

October 20, 2020 - 10:51 AM

\$384.38

full transaction receipt

View the Privacy Policies for
Clover

Date: Oct 21, 2020 11:22 AM

From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: FW: 226 Franklin Street - Brooklyn NY

Just received. I will get to look at this late this afternoon.

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

-----Original Message-----

From: Ronald Ogur [mailto:r_ogur@msn.com]

Sent: Wednesday, October 21, 2020 10:23 AM
To: Alexandr Neratoff <alexandr@neratoff.com>
Cc: Amy Lee (Buildings) <AMLee@buildings.nyc.gov>
Subject: 226 Franklin Street - Brooklyn NY

Attached is a revised plan indicating waterproofing detail to protect occupants. Please review and advise me of your comments.

--

This email has been checked for viruses by Avast antivirus software.
<https://www.avast.com/antivirus>

Date: Oct 21, 2020 04:11 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Alexandr Neratoff" <alexandr@neratoff.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>
Subject: Re: 226 Franklin Street - Brooklyn NY

Thank you.

Sent from my iPhone

> On Oct 21, 2020, at 11:22 AM, Alexandr Neratoff <alexandr@neratoff.com> wrote:

>

> Just received. I will get to look at this late this afternoon.

>

>

> Alexandr Neratoff Architect

> 57 Prince Street, 2 Floor

> New York, NY 10012

> 212 431 0011

> Neratoff.com

>

> -----Original Message-----

> From: Ronald Ogur [mailto:r_ogur@msn.com]

> Sent: Wednesday, October 21, 2020 10:23 AM

> To: Alexandr Neratoff <alexandr@neratoff.com>

> Cc: Amy Lee (Buildings) <AMLee@buildings.nyc.gov>

> Subject: 226 Franklin Street - Brooklyn NY

>

> Attached is a revised plan indicating waterproofing detail to protect occupants. Please review and advise me of your comments.

>

>

> --

> This email has been checked for viruses by Avast antivirus software.

> <https://www.avast.com/antivirus>

> <Temp00370.PDF>

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Date: Oct 21, 2020 04:14 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "David May"
<davidmortimermay@gmail.com>, "Alexandr Neratoff" <alexandr@neratoff.com>
Subject: Fwd: 226 Franklin_Conference followup

Sent from my iPhone

Begin forwarded message:

From: "Amy Lee (Buildings)"

Date: October 21, 2020 at 10:59:33 AM EDT

To: Jessica Kashizadeh

Cc: "Hanchun Lin (Buildings)" , "NYC Loftboard (Buildings)" , "Stephan Clarke (Buildings)" , Joseph Burden , Angelo Costa , Marty , Lisa Gallaudet , Margaret Sandercock

Subject: RE: 226 Franklin_Conference followup

Thank you, Ms. Kashizadeh. I am adding Ms. Sandercock to this email.

Amy Lee

Assistant General Counsel

New York City Loft Board

280 Broadway, 5th Floor

New York, NY 10007

(212) 393-6678

From: Jessica Kashizadeh

Sent: Tuesday, October 20, 2020 4:54 PM

To: Amy Lee (Buildings)

Cc: Hanchun Lin (Buildings) ; NYC Loftboard (Buildings) ; Stephan Clarke (Buildings) ; 'Joseph Burden' ; Angelo Costa ; 'Marty' ; 'Lisa Gallaudet'

Subject: 226 Franklin_Conference followup

Hello Ms. Lee,

Thank you for your organization of today's LB conference for the emergency work at the façade of 226 Franklin St. in Brooklyn. With regards to the Alt1 Certification of the legalization plans and the questions that came up from the tenants, I thought I would send you a timeline and the relevant documents to help catch you up on the history of this project.

July 11, 2017 - Narrative is served to tenants & Loft Board.

September 6, 2017 - LB conference - layouts are worked out with the tenants and it is agreed that the owner will issue a revised narrative to pick up the agreed upon changes.

August 2, 2018 - The final Narrative is served to tenants & Loft Board encapsulating all agreed upon layouts.

October 23, 2018 - The tenant's lawyer (Lisa Galludet), the LB (Michael Bobick) and the owner's lawyer

(Petrucchi) have a conference call to verify that the tenants consent to the layouts and that another conference is not needed.

It is agreed on this call that the LB will issue the clock. (see attached correspondence w. Mr. Bobick)

October 25, 2018: LB Issues 45 day clock. The notice is mailed out to all tenants by the LB. (clock notice & affidavit of mailing attached). As a reminder, in accordance with LB procedures, any tenant who wishes to file comments

must do so during this 45 day period of time. Once the clock expires, their opportunity to file comments or alternate plans has expired as well.

December 9, 2018: 45 day clock expires (see attached corr. By Mr. Bobick affirming that tenants did not file any comments or plans).

January 8, 2019: LB issues Certification of the Alt1 plans. Certification attached for your records.

January 11, 2019: DOB approves the Alt1 plans

October 3, 2019 - Permit is issued on Alt1 320914347

I have attached some relevant correspondence with the Loft Board supporting the above sequence of events. Please understand that the owner spent months and months with the DOB, Loft Board and tenants to reach Alt1 approval. To undo this milestone and open the table for discussion on the approved layouts would unjustly delay the legalization of this building indefinitely.

Thank you,

Jessica Kashizadeh, R.A.

?

PROJECT ARCHITECT

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Good afternoon,

My records show that the 45 day clock has expired. I have yet to receive any mail that would indicate that comments or alternate plans have been filed (timely). Please let me know when the objection sheet has been cleared.

Thanks and congrats.

Michael Bobick, Esq.

Assistant General Counsel - Loft Board

280 Broadway, 4th Floor

New York, New York 10007

Phone: 212-393-2267

Good afternoon all,

I am confirming that the NS conference will be held on September 6th, and I would like to start at 1PM. I will be sending notices of conference out shortly.

Thanks,

Michael Bobick, Esq.

Assistant General Counsel - Loft Board

280 Broadway, 4th Floor

New York, New York 10007

Phone: 212-393-2267

From: Arthur Atlas [mailto:aatlasarch@earthlink.net]

Sent: Wednesday, August 02, 2017 11

[Body truncated at extraction limit]

Date: Oct 27, 2020 05:49 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Cc: "Alexandr Neratoff" <alexandr@neratoff.com>

Subject: FW: 226 Franklin Street

Chris, David, I am telling Alex to release this report when we hear from you but to release it by 4 pm if we have not heard anything. I am in the office if you need to reach me.

From: Alexandr Neratoff

Date: Tuesday, October 27, 2020 at 1:43 PM

To: Margaret Sandercock

Subject: RE: 226 Franklin Street

Sorry, just a bit overloaded. Didn't the Loft Board say one week? Should I distribute?

Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

Neratoff.com

From: Margaret Sandercock [mailto:mbs@goodfarblaw.com]

Sent: Tuesday, October 27, 2020 12:11 PM

To: Alexandr Neratoff

Subject: FW: 226 Franklin Street

Please see below.

From: Joseph Burden

Date: Tuesday, October 27, 2020 at 10:41 AM

To: Margaret Sandercock

Subject: FW: 226 Franklin Street

When will Neratoff respond to Ogur's plan sent last Wednesday?

From: Ronald Ogur

Sent: Tuesday, October 27, 2020 10:39 AM

To: Joseph Burden

Cc: martin kofman (martyck@gmail.com)

Subject: Re: 226 Franklin Street

Yes! They were sent Wednesday, October 21st in the AM with a copy to Amy Lee and Marty. I have not had a response. I will scan and send a copy to you.

Ronald Ogur P.C.

40 Underhill Boulevard - Suite 100

Syosset, NY 11791-3491

(516) 496-4222 office

(516) 658-6606 cell

From: Joseph Burden

Sent: Tuesday, October 27, 2020 7:45 AM

To: Ronald Ogur

Cc: martin kofman (martyck@gmail.com)

Subject: 226 Franklin Street

Did you send the waterproofing materials to Neratoff? (If so can you send me a copy). Did we get a response?

Joseph Burden

Partner

Belkin Burden Wenig & Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel: 212-867-4466 (Ext. 308)

Fax: 212-297-1859

E-mail: jburden@bbwg.com

Web: www.bbwg.com

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Date: Oct 27, 2020 06:14 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: 226 Franklin Street

Confirmed. I'm good with it. Thanks

Sent from ProtonMail Mobile

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Date: Oct 27, 2020 06:25 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: 226 Franklin Street

Phil is now officially a part of the TA and will be contacting you (through your office, always) about an access letter that he has received. You can bill him directly. Thank you.

Sent from ProtonMail Mobile

On Tue, Oct 27, 2020 at 13:49, Margaret Sandercock wrote:

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Syosset, NY 11791-3491

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Date: Oct 28, 2020 07:33 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Alexandr Neratoff" <alexandr@neratoff.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>
Subject: Re: 226 Franklin Street - Brooklyn, NY - IMD #30077

Ok, what are we doing about this? I believe the landlord expects that they are done and Chris and David should sign the narrative statement waivers.

On 10/28/20, 12:13 PM, "Ronald Ogur" <r_ogur@msn.com> wrote:

Attached is my response to the comments of Alexandr Neratoff R.A., dated October 26, 2020.

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Date: Oct 28, 2020 04:23 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>
Subject: Re: 226 Franklin Street - Brooklyn, NY - IMD #30077

We are certainly not taking on a supervisory inspection role in this. I was quoting his own plans where he indicated the owner/contractor will hire an inspecting engineer or architect. Up to them, but the only concern I continue to have is the accidental perforation of the waterproof membrane, which can happen regardless of precautions he lists. I will answer but this does not rise to the level of holding off signing. Will respond later today.

On Wed, Oct 28, 2020, 3:33 PM Margaret Sandercock wrote:

Ok, what are we doing about this? I believe the landlord expects that they are done and Chris and David should sign the narrative statement waivers.

On 10/28/20, 12:13 PM, "Ronald Ogur" wrote:

Attached is my response to the comments of Alexandr Neratoff R.A., dated October 26, 2020.

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Date: Oct 28, 2020 05:13 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>
To: "Ronald Ogur" <r_ogur@msn.com>
Cc: "Amy Lee" <AMLee@buildings.nyc.gov>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Stephan Clarke" <StClarke@buildings.nyc.gov>, "David Brody" <dbrody@borahgoldstein.com>
Subject: RE: 226 Franklin Street - Brooklyn, NY - IMD #30077

Dear Mr. Ogur

A quick response to the two points in your letter.

1. Regarding implementation of waterproofing, I was quoting the General Notes of your drawing that called for a supervisory engineer or architect to be retained by the contractor, to give the project an additional layer of protection. I cannot do that because I have no standing with the contractor, owner or the Building Department regarding this project: who would listen to me or follow my advice? And I would not want to intrude on any chain of liability or authority. Since you state you were not retained to undertake any site supervision, I was simply concerned that the work would have some level of responsible control. But that is not a matter the tenants can meaningfully contribute to.

2. The protection of the membrane I was referring to is to throw a simple sheet of protection over the plastic, so if a tool or brick drops, and then a bucket overturns or a sudden rainstorm catches everyone off-guard, that would not have any irreversible consequences. I note your statement that work will proceed from the outside, and that reduces risk, certainly - but when have masons or helpers followed rules rigidly? And in order to nail up the wood cleat and install the temporary roof every afternoon, and remove it every morning (a clever solution, I will add), one has to briefly walk on the plastic.

If you could address the #2 point, I will feel a lot better. One more item, I recall you were going to send us a more exact diagram of the temporary supports in the two units, so David May, in particular, could make sure the heavy printer would not have to be displaced. Did this happen directly with him, or will it?

Thank you

Alexandr

Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

Neratoff.com

-----Original Message-----

From: Ronald Ogur [mailto:r_ogur@msn.com]

Sent: Wednesday, October 28, 2020 12:14 PM

To: Alexandr Neratoff

Cc: Amy Lee (Buildings) ; Margaret Sandercock

Subject: 226 Franklin Street - Brooklyn , NY - IMD #30077

Attached is my response to the comments of Alexandr Neratoff R.A., dated October 26, 2020.

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Date: Oct 29, 2020 07:34 PM

From: "Margaret Sandercock" <mbsandercock@optonline.net>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@me.com>

Cc: "Elizabeth Sandercock" <es@goodfarblaw.com>, "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Mold HP case

There was a conference with the judge this afternoon. There will be another conference 11/13. We asked for a trial date but did not get one.

The landlord is willing to do one of the following: either 1) send both experts there together and see if

they can agree what needs to be done, or 2) start the project "their way" (the landlord's way, more minimal than our way) and do it in phases with testing in between the phases, to see if the mold has been eradicated. We have other cases where we have done the latter of these two but we have not wanted to do that here due to the concern landlord also wants to do legalization work and repairs from the flood and mold may get boxed in if new work is done.

The judge asked to see the reports, which have been sent to him. He expressed concern that if there is a trial, his mandate may only be to determine that there is mold and issue an order to correct, as to which he may only have the authority to rule that there is mold and it has to be corrected and not how to do it.

Adam is in charge of the future litigation about property damage, expert witness fees, legal fees and so forth. That litigation takes place in a different court, Supreme Court, and I know we have always wanted to defer it till we know how long Chris is out of possession, how much his legal fees and expert fees are, and things like that.

I am including Adam in this email because if we changed our strategy, and started the Supreme Court litigation before the 11/13 conference, we would not know our exact numbers, but there are ways to plead that, and it might get the landlord's attention, and could also include discussion of how the landlord got insurance proceeds and is not using them properly and got proceeds for fixtures that belonged to Chris, not to the landlord.

Alternatively, as the court seems to have put this case on the slow track, I wonder what you think of the landlord's proposals at para. 2 of this email.

Date: Oct 29, 2020 08:27 PM

From: "Margaret Sandercock" <mbsandercock@optonline.net>

To: "Edward Olmsted" <olmsted.mac@me.com>

Cc: "Adam Goodfarb" <adg@goodfarblaw.com>, "Elizabeth Sandercock" <es@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Mold HP case

Ed, please reply all as we are all involved in the case. We are in HP court and the judge, who is a very good judge, thinks it's possible he does not have the authority to order how the work is done, just that it has to be done. We have done the partial approach with some other cases and it is not that bad, there are other factors in this case, but in the end, it's up to Chris.

From: Edward Olmsted

Date: Thursday, October 29, 2020 at 8:18 PM

To: "Margaret B. Sandercock"

Subject: Re: Mold HP case

I worry about the interactive process in this case. Landlord experts often rely on air tests to declare the area clean. The mold is hidden above the sheetrock ceiling and inside walls and air tests can be unreliable.

I could meet with their expert to develop the initial scope better.

The New York City guidelines do not suggest that mold removal should be done by taking out what is convenient and testing each time. They recommend removing the moldy materials.

On Oct 29, 2020, at 7:34 PM, Margaret Sandercock wrote:

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Date: Oct 30, 2020 01:53 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Alexandr Neratoff" <alexandr@neratoff.com>, "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Cc: "Jenifer Orefice" <jo@goodfarblaw.com>

Subject: Re: 226 Franklin Street - Brooklyn , NY - IMD #30077

I have received narrative waiver forms for the emergency work from the landlord attorney. I will give them to my assistant Jen and am asking her to email the one for Chris to Chris and the one for David to David.

Alex, are we ready to sign these?

When we are ready to sign, I need each of you to print the form, sign it and scan it back to me. Then also to put the original in the mail addressed to: Margaret Sandercock, Esq., Goodfarb & Sandercock, LLP, 110 E. 59th St., 22nd fl., NY, NY 10022. Please don't take a photo of it rather than scanning it.

Thanks, everyone.

From: Alexandr Neratoff

Date: Wednesday, October 28, 2020 at 5:13 PM

To: 'Ronald Ogur'

Cc: "'Amy Lee (Buildings)'" , Margaret Sandercock , "'Stephan Clarke (Buildings)'" , David Brody

Subject: RE: 226 Franklin Street - Brooklyn , NY - IMD #30077

Dear Mr. Ogur

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New York, NY 10012

212 431 0011

Neratoff.com

-----Original Message-----

From: Ronald Ogur [mailto:r_ogur@msn.com]

Sent: Wednesday, October 28, 2020 12:14 PM

To: Alexandr Neratoff

Cc: Amy Lee (Buildings) ; Margaret Sandercock

Subject: 226 Franklin Street - Brooklyn , NY - IMD #30077

Attached is my response to the comments of Alexandr Neratoff R.A., dated October 26, 2020.

Virus-free.

www.avast.com

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Date: Oct 30, 2020 01:53 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Alexandr Neratoff" <alexandr@neratoff.com>, "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: FW: 226 Franklin Street - Brooklyn NY

Final revised plans for waiver.

From: Joseph Burden

Date: Thursday, October 29, 2020 at 11:16 AM

To: Margaret Sandercock

Subject: FW: 226 Franklin Street - Brooklyn NY

Here are the final revised plans to attach to the narrative waiver. Please have the waiver form countersigned and sent back ASAP so we can begin the emergency work.

From: Marty

Sent: Wednesday, October 28, 2020 6:25 PM

To: Michael M. Bobick ; Joseph Burden

Subject: Fwd: 226 Franklin Street - Brooklyn NY

This is the FINAL plan to attach to the Sandercock papers

Martin C Kofman

American Package Company

718 389 4444

Cellular 516 524 2244

Begin forwarded message:

From: Ronald Ogur

Date: October 21, 2020 at 10:23:20 AM EDT

To: Alexandr Neratoff

Cc: "Amy Lee (Buildings)"

Subject: 226 Franklin Street - Brooklyn NY

Attached is a revised plan indicating waterproofing detail to protect occupants. Please review and advise me of your comments.

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy, or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail or reply to info@bbgllp.com , and delete the message.

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Date: Oct 30, 2020 02:04 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: 226 Franklin Street - Brooklyn , NY - IMD #30077

Please see the attached Waiver of Narrative Statement.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: Margaret Sandercock

Date: Friday, October 30, 2020 at 9:53 AM

To: Alexandr Neratoff , Christian Gray , David May

Cc: Jenifer Orefice

Subject: Re: 226 Franklin Street - Brooklyn , NY - IMD #30077

I have received narrative waiver forms for the emergency work from the landlord attorney. I will give them to my assistant Jen and am asking her to email the one for Chris to Chris and the one for David to David.

Alex, are we ready to sign these?

When we are ready to sign, I need each of you to print the form, sign it and scan it back to me. Then also to put the original in the mail addressed to: Margaret Sandercock, Esq., Goodfarb & Sandercock, LLP, 110 E. 59th St., 22nd fl., NY, NY 10022. Please don't take a photo of it rather than scanning it.

Thanks, everyone.

From: Alexandr Neratoff

Date: Wednesday, October 28, 2020 at 5:13 PM

To: 'Ronald Ogur'

Cc: "'Amy Lee (Buildings)'" , Margaret Sandercock , "'Stephan Clarke (Buildings)'" , David Brody

Subject: RE: 226 Franklin Street - Brooklyn , NY - IMD #30077

Dear Mr. Ogur

A quick response to the two points in your letter.

1. Regarding implementation of waterproofing, I was quoting the General Notes of your drawing that called for a supervisory engineer or architect to be retained by the contractor, to give the project as additional layer of protection. I cannot do that because I have no standing with the contractor, owner or the Building Department regarding this project: who would listen to me or follow my advice? And I would not want to intrude on any chain of liability or authority. Since you state you were not retained to undertake any site supervision, I was simply concerned that the work would have some level of responsible control. But that is not a matter the tenants can meaningfully contribute to.

2. The protection of the membrane I was referring to is to throw a simple sheet of protection over the plastic, so if a tool or brick drops, and then a bucket overturns or a sudden rainstorm catches everyone off-guard, that would not have any irreversible consequences. I note your statement that work will proceed from the outside, and that reduces risk, certainly - but when have masons or helpers followed rules rigidly? And in order to nail up the wood cleat and install the temporary roof every afternoon,

and remove I every morning (a clever solution, I will add), one has to briefly walk on the plastic.

If you could address the #2 point, I will feel a lot better. One more item, I recall you were going to send us a more exact diagram of the temporary supports in the two units, so David May, in particular, could make sure the heavy printer would not have to be displaced. Did this happen directly with him, or will it?

Thank you

Alexandr

Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

Neratoff.com

-----Original Message-----

From: Ronald Ogur [mailto:r_ogur@msn.com]

Sent: Wednesday, October 28, 2020 12:14 PM

To: Alexandr Neratoff

Cc: Amy Lee (Buildings) ; Margaret Sandercock

Subject: 226 Franklin Street - Brooklyn , NY - IMD #30077

Attached is my response to the comments of Alexandr Neratoff R.A., dated October 26, 2020.

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Date: Oct 30, 2020 10:51 AM

From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "'Margaret Sandercock'" <mbs@goodfarblaw.com>, "'Christian Gray'" <christiangray3@protonmail.com>, "'David May'" <davidmortimermay@gmail.com>

Cc: "Jenifer Orefice" <jo@goodfarblaw.com>

Subject: RE: 226 Franklin Street - Brooklyn , NY - IMD #30077

Yes. They re-sent the same plan so my concern about protecting the waterproof membrane at the 2nd floor finished floor level was not responded to. There is no worthwhile way to make them do it, it's really up to the contractor and the engineer does not want to be responsible for it. I think this should be signed and the work allowed to proceed. When the construction starts, it will be to your benefit to have a good rapport with the builder as if that is a friendly relationship, he will be far more protective of your life. Buy them coffee, help them with practical needs.

On a practical level, of course I assume there will be leaks, so I suggest you prepare by withdrawing everything of value east of the work area (beyond the columns) or wrap any immovable objects in plastic so

they can withstand a direct water spill. And watch the proceedings, be ready with buckets, even at night when you are there. Sometimes a leak builds up and then lets go all of a sudden.

But we now need to focus our leverage and energy on correcting the legalization configuration, while they regroup and do the physical repair work, so in a couple of weeks, I will revisit those issues and will have questions, I am sure, about when various documents were received.

Keep me posted!

Alex

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

From: Margaret Sandercock [mailto:mbs@goodfarblaw.com]
Sent: Friday, October 30, 2020 9:53 AM
To: Alexandr Neratoff ; Christian Gray ; David May
Cc: Jenifer Orefice
Subject: Re: 226 Franklin Street - Brooklyn , NY - IMD #30077

I have received narrative waiver forms for the emergency work from the landlord attorney. I will give them to my assistant Jen and am asking her to email the one for Chris to Chris and the one for David to David.

Alex, are we ready to sign these?

When we are ready to sign, I need each of you to print the form, sign it and scan it back to me. Then also to put the original in the mail addressed to: Margaret Sandercock, Esq., Goodfarb & Sandercock, LLP, 110 E. 59th St., 22nd fl., NY, NY 10022. Please don't take a photo of it rather than scanning it.

Thanks, everyone.

From: Alexandr Neratoff
Date: Wednesday, October 28, 2020 at 5:13 PM
To: 'Ronald Ogur'
Cc: "'Amy Lee (Buildings)'" , Margaret Sandercock , "'Stephan Clarke (Buildings)'" , David Brody
Subject: RE: 226 Franklin Street - Brooklyn , NY - IMD #30077

Dear Mr. Ogur

A quick response to the two points in your letter.

1. Regarding implementation of waterproofing, I was quoting the General Notes of your drawing that called for a supervisory engineer or architect to be retained by the contractor, to give the project as additional layer of protection. I cannot do that because I have no standing with the contractor, owner or the Building Department regarding this project: who would listen to me or follow my advice? And I would not want to intrude on any chain or liability or authority. Since you state you were not retained to undertake any site supervision, I was simply concerned that the work would have some level of responsible control. But that is not a matter the tenants can meaningfully contribute to.

2. The protection of the membrane I was referring to is to throw a simple sheet of protection over the plastic, so if a tool or brick drops, and then a bucket overturns or a sudden rainstorm catches everyone off-guard, that would not have any irreversible consequences. I note your statement that work will proceed from the outside, and that reduces risk, certainly - but when have masons or helpers followed rules rigidly? And in order to nail up the wood cleat and install the temporary roof every afternoon, and remove I every morning (a clever solution, I will add), one has to briefly walk on the plastic.

If you could address the #2 point, I will feel a lot better. One more item, I recall you were going to send us a more exact diagram of the temporary supports in the two units, so David May, in particular, could make sure the heavy printer would not have to be displaced. Did this happen directly with him, or will it?

Thank you

Alexandr

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

-----Original Message-----

From: Ronald Ogur [mailto:r_ogur@msn.com]

Sent: Wednesday, October 28, 2020 12:14 PM
To: Alexandr Neratoff
Cc: Amy Lee (Buildings) ; Margaret Sandercock
Subject: 226 Franklin Street - Brooklyn , NY - IMD #30077
Attached is my response to the comments of Alexandr Neratoff R.A., dated October 26, 2020.

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[Body truncated at extraction limit]

Date: Oct 30, 2020 01:18 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>
To: "'Margaret Sandercock'" <mbs@goodfarblaw.com>
Cc: "'David May'" <davidmortimermay@gmail.com>, "'Christian Gray'" <christiangray3@protonmail.com>
Subject: FW: 226 Franklin Street - Brooklyn , NY - IMD #30077

This can be viewed as a "NO" but actually, it is a positive offer of his time and involvement to make sure that David's printer will actually not get damaged, so please take up this offer, it might actually add a layer of protection, and certainly, not taking it up will weaken any claim for damages.

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

-----Original Message-----

From: Ronald Ogur [mailto:R_Ogur@msn.com]
Sent: Friday, October 30, 2020 12:59 PM
To: Alexandr Neratoff <alexandr@neratoff.com>
Cc: 'Amy Lee (Buildings)' <AMLee@buildings.nyc.gov>; 'Margaret Sandercock' <mbs@goodfarblaw.com>; 'Stephan Clarke (Buildings)' <StClarke@buildings.nyc.gov>; David Brody <dbrody@borahgoldstein.com>
Subject: Re: 226 Franklin Street - Brooklyn , NY - IMD #30077

With regard to Item #1, you do not have to be part of my application or be authorized by my client to OBSERVE what is happening and report back to your clients. Of course this will require your clients to compensate you, but this is the price they must pay if they want insurance as you suggest. I have full confidence in my client's contractor being able to execute a waterproofing procedure. With regard to your "belt and suspenders" approach to waterproofing, I have full confidence that the contractors will not drop material or tools onto the waterproofing membrane, and therefore the material is perfectly adequate to provide waterproofing without an additional layer of plastic. With regard to David May (who I have no relationship with and is not my client), if he were to provide me with measurements of the size and location of whatever equipment in his space may be affected by either of the two wood posts, I will analyze what steps can be taken to avoid any adverse effects to his occupancy.

Ronald Ogur P.C.
40 Underhill Boulevard - Suite 100
Syosset, NY 11791-3491
(516) 496-4222 office
(516) 658-6606 cell

From: Alexandr Neratoff <alexandr@neratoff.com>
Sent: Wednesday, October 28, 2020 5:13 PM
To: 'Ronald Ogur'
Cc: 'Amy Lee (Buildings)'; 'Margaret Sandercock'; 'Stephan Clarke (Buildings)'; David Brody
Subject: RE: 226 Franklin Street - Brooklyn , NY - IMD #30077

Dear Mr. Ogur

A quick response to the two points in your letter.

1. Regarding implementation of waterproofing, I was quoting the General Notes of your drawing that called for a supervisory engineer or architect to be retained by the contractor, to give the project as additional layer of protection. I cannot do that because I have no standing with the contractor, owner or the Building Department regarding this project: who would listen to me or follow my advice? And I would not want to intrude on any chain of liability or authority. Since you state you were not retained to undertake any site supervision, I was simply concerned that the work would have some level of responsible control. But that is not a matter the tenants can meaningfully contribute to.

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Thank you

Alexandr

Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

Neratoff.com

-----Original Message-----

From: Ronald Ogur [mailto:r_ogur@msn.com]

Sent: Wednesday, October 28, 2020 12:14 PM

To: Alexandr Neratoff <alexandr@neratoff.com>

Cc: Amy Lee (Buildings) <AMLee@buildings.nyc.gov>; Margaret Sandercock <mbs@goodfarblaw.com>

Subject: 226 Franklin Street - Brooklyn , NY - IMD #30077

Attached is my response to the comments of Alexandr Neratoff R.A., dated October 26, 2020.

[https://ipmcdn.avast.com/images/icons/icon-envelope-tick-round-orange-animated-no-repeat-v1.gif]<https://eur04.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.avast.com%2Fsig-email%3Futm_medium%3Demail%26utm_source%3Dlink%26utm_campaign%3Dsig-email%26utm_content%3Demailclient%26utm_term%3Dicon&data=04%7C01%7C%7Ca06362f108c54e6bb55708d87b865aa1%7C84df9e7fe9f640afb435aaaaaaaaaaaa%7C1%7C0%7C637395164255918434%7CUnknown%7CTWFPbGZsb

Date: Nov 03, 2020 08:41 AM

From: "Margaret Sandercock" <mbsandercock@optonline.net>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Narrative statement waiver

I need you to sign it and email it back, as well as mailing me the original. Our address is: Goodfarb & Sandercock, LLP, 110 E. 59th St., 22nd Fl., NY, NY 10022.

We sent you the form last week, by email. If you cannot find it, please let me know.

Date: Nov 04, 2020 08:14 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Waiver of Narrative Statement

Thank you for responding. Please let us know if they can start work in your unit, as they may not want to wait until the 13th or later. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, November 4, 2020 at 3:09 PM

To: Jenifer Orefice

Subject: Waiver of Narrative Statement

Attached is the signed waiver. I'm in Utah on vacation with my family and will be back on the 12th. Please excuse any delayed responses in the meantime. Thank you.

Christian

Waiver of Narrative Statement.pdf - signed using Adobe Fill & Sign.

Sent from ProtonMail Mobile

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Date: Nov 04, 2020 08:49 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>
To: "R_Ogur@msn.com" <R_Ogur@msn.com>, "Alexandr Neratoff" <alexandr@neratoff.com>, "JBurden@BBGLLP.COM" <JBurden@BBGLLP.COM>, "amlee@buildings.nyc.gov" <amlee@buildings.nyc.gov>
Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: 226 Franklin Street

Please see the following message from Ms. Sandercock:

"Dear Mr. Ogur:

I write in response to your email of October 30, 2020 and on behalf of our client David May. Enclosed is a sketch of his loft, showing accurately the location and dimensions of a printing press that cannot be moved.

You were kind enough to suggest that if you knew what personal property might be affected by the installation of 2 new posts, you would see what if anything could be done to make the situation easier. I will look forward to your recommendations regarding the printing press and also as to whether other moveable property items should be moved.

Thank you for your help.

Margaret Sandercock, Esq."

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

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Date: Nov 05, 2020 03:40 PM

From: "Ronald Ogur" <R_Ogur@msn.com>
To: "Jenifer Orefice" <jo@goodfarblaw.com>, "Alexandr Neratoff" <alexandr@neratoff.com>, "JBurden@BBGLLP.COM" <JBurden@BBGLLP.COM>, "amlee@buildings.nyc.gov" <amlee@buildings.nyc.gov>
Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: Re: 226 Franklin Street

Thank you for the clear and concise drawing. I have marked the location of the two temporary wood posts in Unit G22 on the first floor. The post will be 2 inches clear of the printing press. Such locations are not carved in stone and can be moved a foot or two parallel to Franklin Street to accommodate the needs of the occupant.

Ronald Ogur P.C.
40 Underhill Boulevard - Suite 100
Syosset, NY 11791-3491
(516) 496-4222 office
(516) 658-6606 cell

From: Jenifer Orefice <jo@goodfarblaw.com>
Sent: Wednesday, November 4, 2020 3:49 PM
To: R_Ogur@msn.com; Alexandr Neratoff; JBurden@BBGLLP.COM; amlee@buildings.nyc.gov
Cc: Margaret Sandercock; Christian Gray; David May
Subject: 226 Franklin Street

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"Dear Mr. Ogur:

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Thank you for your help.

* Margaret Sandercock, Esq."

Jenifer Orefice, Legal Assistant
Goodfarb & Sandercock, LLP
235 Main Street - Penthouse Suite
White Plains, NY 10601
Phone: 914.428.3400
Fax: 914.428.3407
JO@Goodfarblaw.com<mailto:JO@Goodfarblaw.com>

NYC Office:
110 East 59th Street, 22nd floor
New York, NY 10022
Phone: 212.509.0440
Fax: 212.509.0464

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your system and then confirm its deletion. Any review, dissemination, distribution or copying of this message is strictly prohibited. Thank you.

Date: Nov 06, 2020 02:03 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Structural work

I understand you can't provide access as you're not in NY but the delay is a bit of a problem and I just want to make sure you will provide access quickly when you get back.

Sent from my iPhone

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Date: Nov 07, 2020 02:15 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Alexandr Neratoff"

<alexandr@neratoff.com>

Subject: Trying to get a narrative statement conference for 226 Franklin

Chris, I know you are on vacation and may not get this email for several days, and can't take any action on this till your return to NY. However, 2 tenants approached me yesterday. Neither one ever participated in the narrative statement conference and one of them has received access notices.

When we were at the Loft Board 2 weeks ago, Alex mentioned that he should probably study the current plans and the prior plans that were apparently certified by the Loft Board in 2018 although you had been told there would be another conference. The purpose of this study would be to see whether anything the landlord agreed to make changes on was changed, or whether there are significant changes from the 2018 plans. (There must be some changes as landlord admits there has to be another narrative conference due to the changes but want to hold the conference to just those changes.)

Both tenants who contacted me would have their problems resolved by such study --- depending on what it shows of course.

Has a decision been taken as to whether to do this study?

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Date: Nov 07, 2020 10:20 AM

From: "Margaret Sandercock" <mbsandercock@optonline.net>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: Mold HP case

Reminding you about this. I know you are away and it's probably not convenient for you to respond to this till you return to NY. We are supposed to have a court conference Nov. 13 but we are trying to delay it by one week.

From: Margaret Sandercock
Date: Thursday, October 29, 2020 at 8:34 PM
To: Christian Gray , Edward Olmsted
Cc: Elizabeth Sandercock , Adam Goodfarb
Subject: Mold HP case

There was a conference with the judge this afternoon. There will be another conference 11/13. We asked for a trial date but did not get one.

The landlord is willing to do one of the following: either 1) send both experts there together and see if they can agree what needs to be done, or 2) start the project "their way" (the landlord's way, more minimal than our way) and do it in phases with testing in between the phases, to see if the mold has been eradicated. We have other cases where we have done the latter of these two but we have not wanted to do that here due to the concern landlord also wants to do legalization work and repairs from the flood and mold may get boxed in if new work is done.

The judge asked to see the reports, which have been sent to him. He expressed concern that if there is a trial, his mandate may only be to determine that there is mold and issue an order to correct, as to which he may only have the authority to rule that there is mold and it has to be corrected and not how to do it.

Adam is in charge of the future litigation about property damage, expert witness fees, legal fees and so forth. That litigation takes place in a different court, Supreme Court, and I know we have always wanted to defer it till we know how long Chris is out of possession, how much his legal fees and expert fees are, and things like that.

I am including Adam in this email because if we changed our strategy, and started the Supreme Court litigation before the 11/13 conference, we would not know our exact numbers, but there are ways to plead that, and it might get the landlord's attention, and could also include discussion of how the landlord got insurance proceeds and is not using them properly and got proceeds for fixtures that belonged to Chris, not to the landlord.

Alternatively, as the court seems to have put this case on the slow track, I wonder what you think of the landlord's proposals at para. 2 of this email.

Date: Nov 09, 2020 07:10 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Subject: FW: Tenant Association

We need to discuss sometime.

From: S S

Date: Monday, November 9, 2020 at 2:01 PM

To: Margaret Sandercock

Subject: Tenant Association

Dear Mrs. Sandercock,

I am in possession of my loft law rights and I live at 97 Green St Brooklyn NY aka 226 Franklin St. Even though i was intentionally sued into debt and my case was brought to the wrong court to make me surrender my loft law rights and split me up from the TA. Meanwhile, I have received a Discharge by the Bankruptcy Court that i do not owe Martin Kofman any high money default judgement . The Default Judgment I am also about to vacate though some legal process.. As we know Mr Kofman / American Package is not in timeline with the Legalization Process and uses the Narrative Statement of the NYC Loft Board to harass innocent Loft Law tenants to vacate their loft units in order to do a renovation that will NEVER take place. As I have predicted 6 years ago to the TA that Mr Kofman is playing a game and pretends to legalize the building in order to keep collection his illegal moneys and to have time to remove the MDL status of the building by getting all Loft Law tenants out by having as low expenses as possible. I was the first tenant to be under attack by his attorneys bc i founded the TA together with Kathrien Downie originally. Mr Kofman was too cheap to give me a 100 K buyout 6 years ago at a time when he wasn't ready for

any buyout more than 30K and now he bought off the entire group except remaining tenants who didnt take the 200K buyout.

I don't want to bore you with my case and some Loft law attorneys believed these wrong accusations made up about me.

I just want to ask if it is possible that I appear as part of the group with my name and unit G4 and take care of all my legal expenses separately . I am in the opinion that if the new small group has hired you they should be allowed to share the expenses every month if one tenant will be attacked by Mr Bobick and or Joseph Burden but I was told that each tenant has to pay a retainer ? . There are two Loft LAW tenants, Mr. Lockhart and me who think we should be part of the group maybe but we may start our own group. I would be willing to throw in my rights, my unit G4 with 2,500 sq ft and 6 bedrooms to negotiate with the Loft law group of the building and I am not pressed to move out.

Please excuse me my question, it is said the remaining Loft Law tenants are now represented by you currently. I assume and i'm sorry i may not always be a total professional with the Loft Law though i have still solid knowledge but please correct me if I am wrong " that if there are less than 3 Loft law Tenants in the building the MDL status can be removed". I would like to help to stop that. Very quickly Mr Kofman would try to split up the group according to my over 10 years of experiences with him in the building. I am a team player.

Truly I am looking forward to maybe getting a chance speaking with you.

Warm Regards

Sally Schmidt

Licensed Cosmetologist, Licensed Visual Merchandiser, Physician, Artist, Designer, Fahionista, Actor, Bilingual in English + German, Translator

Sally Seditinary LLC

01520 3999239

sallyseditinarynyc@gmail.com

www.heroine.com

www.depop.com

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Date: Nov 10, 2020 03:47 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: =?utf-8?q?Phil_and_Theodore=E2=80=99s_unit?=-

It's come to my attention that the only protected occupant of that unit is Theodore. The only person who should be interfacing with the landlord, the tenant assn. or me is the protected occupant. I have never heard from Theodore and they are about to need intervention on an access notice.

Sent from my iPhone

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Date: Nov 12, 2020 09:08 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: =?utf-8?q?Re:_Phil_and_Theodore=E2=80=99s_unit?=-

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I'm back in town and have reviewed all of the emails. Do you want to have a phone call? I'm going to call Adam but will wait to hear back from you, if we need to talk first.

Sent from ProtonMail Mobile

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Date: Nov 12, 2020 09:15 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Trying to get a narrative statement conference for 226 Franklin

Sent with ProtonMail Secure Email.

----- Original Message -----

On Saturday, November 7, 2020 9:15 AM, Margaret Sandercock wrote:

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Alexandr Neratoff" <alexandr@neratoff.com>

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: =?utf-8?q?Re:_Phil_and_Theodore=E2=80=99s_unit?=<mailto:phil@neratoff.com>

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Is there a good time tomorrow?

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Subject: =?utf-8?q?Re: _Phil_and_Theodore=E2=80=99s_unit?=-

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From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Alexandr Neratoff" <alexandr@neratoff.com>

Subject: Re: Trying to get a narrative statement conference for 226 Franklin

Greetings,

Please excuse the delayed response. I am back from vacation with my family, in Utah, and am back online.

Let's move forward with the study if it helps the tenants and our overall goals. How much will the study cost? I will need to present it to the TA for final approval. Are the two tenants that approached you part of the TA? You said that they haven't participated in the NS conferences so I'm assuming that they are not. If they aren't then we should get them in, if it is in the TA's and other tenants best interests, and I think that it is in everybody's best interest to proceed as a cohesive legal entity. If the study doesn't directly benefit the TA, and the tenants who approached you are not a part of the TA, and have no intention of becoming a part of it, then those tenants should pay for the study. If the study benefits the TA (especially David in this case) and the tenants are not part of the TA when we proceed with the study, then the cost should be split between the TA, and other tenants, equally, the TA representing one entity, and the other two tenants each representing their own entity, in the split. Please let me know if you feel that is equitable.

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Cc: "Alexandr Neratoff" <alexandr@neratoff.com>

Subject: Re: Trying to get a narrative statement conference for 226 Franklin

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I do need to know who is in the TA (that is, who I represent) and I think I should do a retainer agreement.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, November 12, 2020 at 4:41 PM

To: Margaret Sandercock

Cc: Alexandr Neratoff

Subject: Re: Trying to get a narrative statement conference for 226 Franklin

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[Body truncated at extraction limit]

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To: "Christian Gray" <christiangray3@protonmail.com>

Subject: =?utf-8?q?Re: Phil_and_Theodore=E2=80=99s_unit?=<=

You can call Adam if you wish. Or I can tell him I heard from you and that you'll call him tomorrow.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, November 12, 2020 at 4:33 PM

To: Margaret Sandercock

Subject: Re: Phil and Theodore's unit

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Trying to get a narrative statement conference for 226 Franklin

Phil and Theo are a part of the TA. Aaron is not but will probably be interested in it. Is Aaron officially covered by Loft Law? If so, then he should be a part of the TA and he has voiced interest in being a member, in the conversations that we've had in the past. I'd like to get Aaron in the TA asap, if he has LL coverage, and then we can proceed with the study as a group. If we need to proceed now, then we can go with the split that you feel is most equitable. I will present the info to the TA for final approval.

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Cc: Alexandr Neratoff
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Has a decision been taken as to whether to do this study?

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[Body truncated at extraction limit]

Date: Nov 12, 2020 10:03 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Trying to get a narrative statement conference for 226 Franklin

Should I call Adam now or wait until tomorrow, after you and I talk? I want to email him the plan now.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Thursday, November 12, 2020 4:49 PM, Margaret Sandercock wrote:

One is Phil who I understand is in the TA. The other one is Aaron who is not in the TA. Actually, now that you mention it, David may want it too.

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I do need to know who is in the TA (that is, who I represent) and I think I should do a retainer agreement.

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Reply-To: Christian Gray

Date: Thursday, November 12, 2020 at 4:41 PM

To: Margaret Sandercock

Cc: Alexandr Neratoff

Subject: Re: Trying to get a narrative statement conference for 226 Franklin

Greetings,

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split between the TA, and other tenants, equally, the TA representing one entity, and the other two tenants each representing their own entity, in the spit. Please let me know if you feel that is equitable.

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Date: Nov 12, 2020 10:05 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: =?utf-8?q?Re:_Phil_and_Theodore=E2=80=99s_unit?=-

Sorry I saw your response after I sent the last email. You can let him know that I will call him tomorrow. Thank you.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Thursday, November 12, 2020 4:50 PM, Margaret Sandercock wrote:

You can call Adam if you wish. Or I can tell him I heard from you and that you'll call him tomorrow.

From: Christian Gray

Reply-To: Christian Gray
Date: Thursday, November 12, 2020 at 4:33 PM
To: Margaret Sandercock
Subject: Re: Phil and Theodore's unit

I will make myself available, at your convenience, tomorrow. Do we need to talk before I call Adam? He sent an email saying that he wanted to talk today (or yesterday) and I'd like to contact him today.

Sent from ProtonMail Mobile

On Thu, Nov 12, 2020 at 16:30, Margaret Sandercock wrote:

We do need to talk but now isn't a good time. There probably still is a court conference tomorrow but we are trying to switch to Tues. for that. Have not heard from the judge.

Is there a good time tomorrow?

Sent from my iPhone

On Nov 12, 2020, at 4:08 PM, Christian Gray wrote:

Greetings, I hope you're well.

I'm back in town and have reviewed all of the emails. Do you want to have a phone call? I'm going to call Adam but will wait to hear back from you, if we need to talk first.

Sent from ProtonMail Mobile

On Tue, Nov 10, 2020 at 10:47, Margaret Sandercock wrote:

It's come to my attention that the only protected occupant of that unit is Theodore. The only person who should be interfacing with the landlord, the tenant assn. or me is the protected occupant. I have never heard from Theodore and they are about to need intervention on an access notice.

Sent from my iPhone

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: Tenant Association

Sally left the TA on her own accord and the larger group voted not to let her back in. I believe that our current group will not allow her back in to the TA either, at least I know that David and Erez will not be amenable to it. If there is a way to represent her that will benefit you and her, but is not a liability to the TA, and she does not interface with the group, maybe we can work something out. I want the best for her but I don't want to compromise the TA's interests and wishes. I am open to finding a solution that can work for everyone. We can discuss it tomorrow, if need be.

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On Monday, November 9, 2020 2:10 PM, Margaret Sandercock wrote:

We need to discuss sometime.

From: S S

Date: Monday, November 9, 2020 at 2:01 PM

To: Margaret Sandercock

Subject: Tenant Association

Dear Mrs. Sandercock,

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Package is not in timeline with the Legalization Process and uses the Narrative Statement of the NYC Loft Board to harass innocent Loft Law tenants to vacate their loft units in order to do a renovation that will NEVER take place. As I have predicted 6 years

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I don't want to bore you with my case and some Loft law attorneys believed these wrong accusations made up about me.

I just want to ask if it is possible that I appear as part of the group with my name and unit G4 and take care of all my legal expenses separately . I am in the opinion that if the new small group has hired you they should be allowed to

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but we may start our own group. I would be willing to throw in my rights, my unit G4 with 2,500 sq ft and 6 bedrooms to negotiate with the Loft law group of the building and I am not pressed to move out.

Please excuse me my question, it is said the remaining Loft Law tenants are now represented by you currently. I assume and i'm sorry i may not always be a total professional with the Loft Law though i have still solid knowledge but please

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Truly I am looking forward to maybe getting a chance speaking with you.

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Tenant Association

I would rather not represent her. She has been pestering me to do so for 2 years.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, November 12, 2020 at 5:19 PM

To: Margaret Sandercock

Subject: Re: FW: Tenant Association

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Date: Nov 12, 2020 10:22 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Trying to get a narrative statement conference for 226 Franklin

Aaron is not covered yet and not clear he will be. I hope so, but the case hardly started yet. We have a conference with the judge Dec. 13.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, November 12, 2020 at 5:01 PM

To: Margaret Sandercock

Subject: Re: Trying to get a narrative statement conference for 226 Franklin

Phil and Theo are a part of the TA. Aaron is not but will probably be interested in it. Is Aaron officially covered by Loft Law? If so, then he should be a part of the TA and he has voiced interest in being a member, in the conversations that we've had in the past. I'd like to get Aaron in the TA asap, if he has LL coverage, and then we can proceed with the study as a group. If we need to proceed now, then we can go with the split that you feel is most equitable. I will present the info to the TA for final approval.

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Tenant Association

By the way, conference with HP judge for tomorrow is pushed to 4 pm Tues.

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Reply-To: Christian Gray

Date: Thursday, November 12, 2020 at 5:19 PM

To: Margaret Sandercock

Subject: Re: FW: Tenant Association

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Tenant Association

Understood. I can present it to the TA as an option and I am sure that they will hold the original vote of not letting her back in. I will let them know that you aren't interested in representing her too.

What's the word with Aaron? Do I need to talk with him personally, which I will do either way, as he is a brother to me, or can you let know about his status with Loft Law? Is he officially covered?

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Truly I am looking forward to maybe getting a chance speaking with you.

Warm Regards

Sally Schmidt

Licensed Cosmetologist, Licensed Visual Merchandiser, Physician, Artist, Designer, Fahionista, Actor, Bilingual in English + German, Translator

Sally Seditinary LLC

01520 3999239

sallyseditinarynyc@gmail.com

www.heroine.com

www.depop.com

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[Body truncated at extraction limit]

Date: Nov 12, 2020 10:30 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Tenant Association

Ok. Just got the email regarding the HP conference and Aaron's status.

I'll present the study to the TA and get back to you. Any idea on cost? I haven't heard anything from Alex yet.

Sent with ProtonMail Secure Email.

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Reply-To: Christian Gray

Date: Thursday, November 12, 2020 at 5:19 PM

To: Margaret Sandercock

Subject: Re: FW: Tenant Association

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To: Margaret Sandercock

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Sall

[Body truncated at extraction limit]

Date: Nov 12, 2020 10:31 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Tenant Association

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Date: Nov 12, 2020 10:32 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Tenant Association

We should ask Alex about cost. I haven't heard from him recently, I hope everything is OK.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, November 12, 2020 at 5:30 PM

To: Margaret Sandercock

Subject: Re: Tenant Association

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From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Tenant Association

Aaron and Alex and Sophia are welcome in our TA as far as I'm concerned, and I'm confident that the other TA members will agree. They are welcome to participate in the NS conferences and I hope that you encourage them to join the TA when the time is right.

Does it make sense for Alex and Sophia to participate in the study and split the cost accordingly?

I will reach out to Alex and CC you on the email, regarding cost.

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To: "Christian Gray" <christiangray3@protonmail.com>
Subject: Phone conference tomorrow

I can speak any time after 11 am tomorrow. Late morning would be excellent for me if it works for you.

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Date: Nov 12, 2020 10:45 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Alexandr Neratoff" <alexandr@neratoff.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: Study Cost

Greetings Alex,

I hope that you and your family are well.

I would like to preset the study proposal to the TA for a confirmation vote to move forward but need to know the cost and a brief description of what the findings hope to establish and how it will benefit the TA.

Thank you,

Christian Gray

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Date: Nov 12, 2020 10:47 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Phone conference tomorrow

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From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: RE: Study Cost

Hello Christian

I do not think it's possible to estimate how much such a study would cost. There could be nothing there to study, or we could hit a rich vein to explore. I would imagine that 10 hours would be an outside number, and if I get close I could stop and we can decide of something specific is worth analyzing in detail. Much depends on the quality of what I have to review, so the more I have to see and the less time I have to spend looking for information, the less this will cost. As stated in my initial proposal, my fees are \$ 300/hour.

The objective as it affects those units that participated in the last conference, is to find changes on configuration that were made after the conference: it appears on a very quick look that the plans for David's unit are substantially different now, thus, if that is the case, we can get that unit to a new conference. I do not know if your unit changed in any substantive way or not. Any units that were not included in the last conference are likely candidates for a new conference as well.

I am probably fully booked up for about 1 ½ weeks. Let me know what you want to do.

Alex

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

From: Christian Gray [mailto:christiangray3@protonmail.com]
Sent: Thursday, November 12, 2020 5:46 PM
To: Alexandr Neratoff ; Margaret Sandercock
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Sent with ProtonMail Secure Email.

Virus-free. www.avast.com

Date: Nov 13, 2020 04:17 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Phone conference tomorrow

Ok going to have to push back to 11:45. Thanks.

Sent from ProtonMail Mobile

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Ok. Will do.

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To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Phone conference tomorrow

Call me when you are ready at 917 922 6948.

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Reply-To: Christian Gray

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Date: Nov 13, 2020 05:34 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

November 13, 2020 - 12:33 PM

\$791.25

full transaction receipt

View the Privacy Policies for
Clover

Date: Nov 13, 2020 06:03 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Alexandr Neratoff" <alexandr@neratoff.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>
Subject: Unit G12 at 226 Franklin St.

Alex, unit G12 beat an access application on a technicality in September. They did not participate in prior narrative conferences because they got covered more belatedly than other tenants. They have been served again with access notices which expire next week. Presumably the next thing will be an access application. This time there are no technical mistakes in the notice.

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Date: Nov 13, 2020 06:29 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: Re: Phone conference tomorrow

While I was composing the email to the TA, which I haven't sent yet, the thought came up that we should probably approach Alex's study on a unit by unit basis, this will make the billing process clearer, and any work that applies to the building/group as whole, we will split the cost of that part of the study in an equitable way. This way Alex can get started with Phil and Theo's place, and they will be responsible for that particular bill. This also expedites the process of addressing and covering their relevant concerns/interests in relation to a strategy of your design.

I think that you and I already agreed that this is the best course of action but I just wanted to clarify for my own understanding so that I can articulate the agreement to the TA, and so you can notify Phil and Theo that the study is moving forward and their unit will be the first one that Alex will investigate. Also, as per our internal TA agreement, each unit is responsible for billing directly related to the units, and accordingly, Phil and Theo will be responsible for the cost of the study directly related to their unit.

My apologies, I didn't get much sleep last night and I'm adjusting to the two hour difference, which I didn't think would make much of a difference, but I'm still adjusting. I'm feeling a little slow and didn't feel I was being very articulate in our conversation earlier.

Thanks again for your work. I hope you have an inspiring day.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Friday, November 13, 2020 11:38 AM, Margaret Sandercock wrote:

Call me when you are ready at 917 922 6948.

From: Christian Gray
Reply-To: Christian Gray
Date: Friday, November 13, 2020 at 11:18 AM
To: Margaret Sandercock
Subject: Re: Phone conference tomorrow

Ok going to have to push back to 11:45. Thanks.

Sent from ProtonMail Mobile

On Thu, Nov 12, 2020 at 18:19, Margaret Sandercock wrote:

Ok. Will do.

Sent from my iPhone

On Nov 12, 2020, at 5:47 PM, Christian Gray wrote:

Let's plan for 11:30. Please call me around then. Thank you.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Thursday, November 12, 2020 5:40 PM, Margaret Sandercock wrote:

I can speak any time after 11 am tomorrow. Late morning would be excellent for me if it works for you.

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Date: Nov 13, 2020 06:42 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Phone conference tomorrow

What I already asked Alex to do for G12, and copied you on the email, is to describe what work is going to be done, so we can decide if it is bad enough to complain about. That is not exactly the survey work.

The survey work would establish whether the landlord has changed the plans enough to require a new narrative conference; they admit they have done so and that another conference is needed but the scope would be very limited in the owner's view.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, November 13, 2020 at 1:30 PM

To: Margaret Sandercock

Subject: Re: Phone conference tomorrow

While I was composing the email to the TA, which I haven't sent yet, the thought came up that we should probably approach Alex's study on a unit by unit basis, this will make the billing process clearer, and any work that applies to the building/group as whole, we will split the cost of that part of the study in an equitable way. This way Alex can get started with Phil and Theo's place, and they will be responsible for that particular bill. This also expedites the process of addressing and covering their relevant concerns/interests in relation to a strategy of your design.

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[Body truncated at extraction limit]

Date: Nov 13, 2020 06:43 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Already got a response from landlord

This is their question - about your unit: are you asking that all the walls, ceilings and floors be replaced? How should I answer?

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Date: Nov 13, 2020 01:48 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>
Subject: RE: Unit G12 at 226 Franklin St.

I will review whatever you send me. Will keep their hours separate from the others. Did G12 exhaust their right to a Narrative Statement conference, so I would have to look for a material change from an earlier submission to one corresponding to the access application? Or is this a straight review, which would be examined in due course of a NS review?

For Christian and David, were there properly-served notices that a 45-day clock was started against the tenants? When would that have happened and how did that relate in the time scale to the flood? If I do not have to look for this sort of information, since this is something the tenants would presumably know, that will save me time and the tenants money in this analysis phase.

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

From: Margaret Sandercock [mailto:mbs@goodfarblaw.com]
Sent: Friday, November 13, 2020 1:03 PM
To: Alexandr Neratoff
Cc: Christian Gray
Subject: Unit G12 at 226 Franklin St.

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Date: Nov 13, 2020 06:54 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Alexandr Neratoff" <alexandr@neratoff.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: Unit G12 at 226 Franklin St.

G12 knew about the narrative process but were not covered at the time. LB takes the position that units still in the coverage process have to attend NS even though they don't know they were covered. G12 either did not realize they should participate in the prior meetings or chose not to. My first goal in the review of G12 is to determine what work is proposed and whether it's bad or they should just open the door and get it done. In other words, a straight

review.

G12 is also interested in the other issues, whether the proposed legalization unreasonably interferes with their use of their unit. (that issue is idiosyncratic to them) and the broader review for material changes entitling them to a new conference which is applicable to all units that we represent.

There was an NS conference in I believe fall 2018 or early 2019 and then the 45 days. I can try to order a copy of the 45 day clock notice.

From: Alexandr Neratoff

Date: Friday, November 13, 2020 at 1:48 PM

To: Margaret Sandercock

Cc: 'Christian Gray'

Subject: RE: Unit G12 at 226 Franklin St.

I will review whatever you send me. Will keep their hours separate from the others. Did G12 exhaust their right to a Narrative Statement conference, so I would have to look for a material change from an earlier submission to one corresponding to the access application? Or is this a straight review, which would be examined in due course of a NS review?

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Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

Neratoff.com

From: Margaret Sandercock [mailto:mbs@goodfarblaw.com]

Sent: Friday, November 13, 2020 1:03 PM

To: Alexandr Neratoff

Cc: Christian Gray

Subject: Unit G12 at 226 Franklin St.

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Date: Nov 13, 2020 06:59 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Alexandr Neratoff" <alexandr@neratoff.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: RE: Unit G12 at 226 Franklin St.

I will find out dates of when the 45-day clock started and get them to you. There was also a letter of a scheduling of a NC issued by the Loft Board that came after the notices of the 45-day notices were received. I don't know if they were properly served.

I will make a timeline of the letters for the 45-day clock, the scheduling of the NC, the date of the NC where Bobbick called for another NC, and when the flood happened.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Friday, November 13, 2020 1:48 PM, Alexandr Neratoff wrote:

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Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

Neratoff.com

From: Margaret Sandercock [<mailto:mbs@goodfarblaw.com>]

Sent: Friday, November 13, 2020 1:03 PM

To: Alexandr Neratoff

Cc: Christian Gray

Subject: Unit G12 at 226 Franklin St.

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Date: Nov 13, 2020 02:10 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: RE: Unit G12 at 226 Franklin St.

Thanks. We will need to do the same type of timeline to determine which plans were served on whom and when, as that is the other test of validity of these plans.

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

From: Christian Gray [<mailto:christiangray3@protonmail.com>]
Sent: Friday, November 13, 2020 2:00 PM
To: Alexandr Neratoff
Cc: 'Margaret Sandercock'
Subject: RE: Unit G12 at 226 Franklin St.

I will find out dates of when the 45-day clock started and get them to you. There was also a letter of a scheduling of a NC issued by the Loft Board that came after the notices of the 45-day notices were received. I don't know if they were properly served.

I will make a timeline of the letters for the 45-day clock, the scheduling of the NC, the date of the NC where Bobbick called for another NC, and when the flood happened.

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Date: Nov 13, 2020 07:13 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Alexandr Neratoff" <alexandr@neratoff.com>
Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: RE: Unit G12 at 226 Franklin St.

Understood. We will work on putting the information together. Thank you.

Sent with ProtonMail Secure Email.

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Sent: Friday, November 13, 2020 2:00 PM
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Subject: Unit G12 at 226 Franklin St.

Alex, unit G12 beat an access application on a technicality in September. They did not participate in prior narrative conferences because they got covered more belatedly than other tenants. They have been served again with access notices which expire next week. Presumably the next thing will be an access application. This time there are no technical mistakes in the notice.

I would like to give you the materials for just this unit. The items I am concerned about are remove mezzanines, and remove some walls in the unit. There are 2 occupants who need separate sleeping accommodations. I would like to learn the impact of the work on them as I am trying to figure out whether the tenants should just let the landlord do the work, or whether I should consider an unreasonable interference application (if they are even eligible for it, having missed prior conferences.).

If the tenants decide to have you do the survey we discussed by email yesterday, and it is fruitful in terms of getting a further narrative conference, obviously that would benefit them as well. I am concerned they will face an access application before the survey and an attempt to get a further conference can be completed.

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call Goodfarb & Sandercock, LLP at (914) 428-3400 to advise us of the same, delete the original message from your system and then confirm its deletion. Any review, dissemination, distribution or copying of this message is strictly prohibited. Thank you.

Virus-free. www.avast.com

Virus-free. www.avast.com

Date: Nov 13, 2020 07:15 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Already got a response from landlord

I will get back to you within an hour.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Friday, November 13, 2020 1:43 PM, Margaret Sandercock wrote:

This is their question - about your unit: are you asking that all the walls, ceilings and floors be replaced? How should I answer?

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Date: Nov 13, 2020 08:29 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Already got a response from landlord

Please let me know about this if possible. We are short of time because of the court conference Tues.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, November 13, 2020 at 2:15 PM

To: Margaret Sandercock

Subject: Re: Already got a response from landlord

I will get back to you within an hour.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Friday, November 13, 2020 1:43 PM, Margaret Sandercock wrote:

This is their question - about your unit: are you asking that all the walls, ceilings and floors be replaced? How should I answer?

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Date: Nov 13, 2020 08:58 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Already got a response from landlord

Sorry that I took longer than an hour to respond. Here are some thoughts regarding Marty's email. Olmstead's report calls for what it calls for. My priorities are outlined below. That being said, I want to move back into my home and studio asap as well as get as much as I can in damages, including the highest potential buyout number in relation to all of these variables. I trust that you can create a strategy to best achieve these goals.

Coming from a layman... ;)

Outline of Goals for G21 Cases

- Establishing scope of damage caused by the flood and ensuing mold infestation.
- Line-item affected materials/possessions, including:
 - Building structures, fixtures, professional equipment, furniture, and personal possessions
- Assigning value to line-items.
- Assessing value of time for displacement from place of business and home.
- Suing for damages related to outlined items.
- Receiving damages and/or optimizing buyout/settlement number.

1. Get Marty to sign off on complete demo of existing structures in G21, as per the Olmstead Report.

This will be establish that Marty legally responsible for the cost of the existing structures and fixtures. Marty already collected the insurance money for a least two of the three studio rooms, to my understanding, in their entirety. The initial report that Total Renovation called for was a complete demo of the two studio rooms and maybe the third as well. This was the report, including my submission of building costs to Total Renovation (that they said they were going to significantly pad) that was somehow incorporated into the report, that was most likely given to the main insurance company and what the head insurance adjuster signed off on. This accounts for the two main studio rooms, one of which housed the majority of the audio equipment that was damaged from the flood water. If a complete demo of that room was called for than that should make it easier to claim that the contents of the room were equally damaged/compromised (for Supreme Court Case). As stated before, this room held the majority of the audio equipment, electronics, and computers which are valuable items, some if which are vintage pieces. This equipment was compromised by water and mold damage. Also the HVAC system was most likely compromised by the mold as well. This system not only provided AC but fresh air circulation to the two studio rooms.

2. Get Marty to sign off on new design/layout of G21. Also, I get to choose the GC and oversee the work being done.

3. Establish the highest value of damages for Supreme Court Case and/or buyout-settlement number.

I am willing to compromise on two things outlined in the Olmstead Report for negotiation purposes.

They are listed in order of priority but I'm open as to how they can be used in negotiation, if necessary. They represent (relatively) cost-significant items to both Marty and our damages case.

1. The party-wall. This wall affects David's apartment as well. The structures in David's apartment are tied into this wall and removing it will affect all of the rooms that have been built, with the exception of the bathroom, which is not part of that system. Removing and replacing the party-wall represents a large cost to Marty as it will affect all of the main structures in both David's and I's, lofts.

Also, the party wall would have to be sealed, on both sides, so that the mold would be contained if we were to move forward on this.

2. The acoustic isolation ceiling in the main living space in G21. This ceiling system is comprised of two layer of drywall, stagger seamed, with Green-Glue in between the layers, that were friction fitted between the joists that were lined with open-cell neoprene at the contact points. All of the seams were then acoustic caulked to create an air-tight seal. This ceiling system was compromised the flood water and eventually failed under the weight/pressure of the pooling flood water from above. This entire ceiling was affected and the drywall is porous and Ed tested it and called for a complete removal and replacement. This construction technique is expensive and represents another significant cost to Marty. I would be willing to forgo this, if absolutely necessary, to achieve the our goals. If this were to be put on the table, the ceiling would need to be appropriately sealed and capped as to contain any mold. As stated before, this item represents a significant building cost to Marty and our damages case. Both items 1 and 2 are significant liabilities to Marty as far as cost of removal (and related mitigation) and rebuilding, while also being significant items in the damages column for us, whether it goes towards the Supreme Court Case and/or a value item in the equation of a buy-out number.

Let me know what you think. I know that we have discussed these things in the past but I wanted to reiterate some of it for the purpose of responding to Marty's email. The negotiation is beginning, so it seems. I have faith and tru

[Body truncated at extraction limit]

Date: Nov 13, 2020 09:04 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Already got a response from landlord

The grand scheme of things is not going to take place in HP court. I want to make sure you focus and understand that a trial in HP may only result in an order telling the landlord to correct mold but not the scope of the work.

We do have to report to the judge on Tues. The landlord cannot be expected to do so without having time to react to our input. I am sorry this is a rush, but you have been away and you are not living in your loft and I am reluctant to postpone things more, such as to Dec. 15 which is what the judge suggested at first.

You told me to respond to the landlord that you will agree for them not to remove the party wall if they remove everything else in the unit. That is what I said. They came back for clarification: does that mean all other walls, floors and ceiling. It would help a lot if you answer just that question.

I cannot refer them back to the Olmsted proposal as it called for the party wall to be removed.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, November 13, 2020 at 3:58 PM

To: Margaret Sandercock

Subject: Re: Already got a response from landlord

Sorry that I took longer than an hour to respond. Here are some thoughts regarding Marty's email. Olmstead's report calls for what it calls for. My priorities are outlined below. That being said, I want to move back into my home and studio asap as well as get as much as I can in damages, including the highest potential buyout number in relation to all of these variables. I trust that you can create a strategy to best achieve these goals.

Coming from a layman... ;)

Outline of Goals for G21 Cases

- Establishing scope of damage caused by the flood and ensuing mold infestation.
- Line-item affected materials/possessions, including:
 - Building structures, fixtures, professional equipment, furniture, and personal possessions
 - Assigning value to line-items.
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2. Get Marty to sign off on new design/layout of G21. Also, I get to choose the GC and oversee the work being done.

3. Establish the highest value of damages for Supreme Court Case and/or buyout-settlement number.

I am willing to compromise on two things outlined in the Olmstead Report for negotiation purposes.

They are listed in order of priority but I'm open as to how they can be used in negotiation, if necessary. They represent (relatively) cost-significant items to both Marty and our damages case.

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Also, the party wall would have to be sealed, on both sides, so that the mold would be contained if we were to move forward on this.

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the joists that
were lined with open-cell neoprene at the contact points. All of the seams were then acoustic caulked to
create an

[Body truncated at extraction limit]

Date: Nov 13, 2020 09:17 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Already got a response from landlord

Understood. I didn't realize that the question was in response to putting the party-wall on the table.

The response would be yes.

If they come back again, I would be willing to forgo the acoustic ceiling in the main living space (as long as it's sealed with a vapor barrels and capped with drywall at the joists) , if absolutely necessary to get them to sign off on removing all of the other walls, ceilings, and floors. Also at some point, probably sooner than later, we need to get Marty to officially agree to signing off an a new layout.

Sent from ProtonMail Mobile

On Fri, Nov 13, 2020 at 16:04, Margaret Sandercock wrote:

The grand scheme of things is not going to take place in HP court. I want to make sure you focus and understand that a trial in HP may only result in an order telling the landlord to correct mold but not the scope of the work.

We do have to report to the judge on Tues. The landlord cannot be expected to do so without having time to react to our input. I am sorry this is a rush, but you have been away and you are not living in your loft and I am reluctant to postpone things more, such as to Dec. 15 which is what the judge suggested at first.

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Reply-To: Christian Gray

Date: Friday, November 13, 2020 at 3:58 PM

To: Margaret Sandercock

Subject: Re: Already got a response from landlord

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Coming from a layman... ;)

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[Body truncated at extraction limit]

Date: Nov 16, 2020 02:56 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Already got a response from landlord

Reviewing this email today, I think you have the wrong idea. I am not sure any negotiation is beginning. I also doubt if there is any, it will be at the level of detail you want. I had thought it would be better to hold off on a Supreme Court case because you don't know your entire damages yet. However, I have been wondering for a while whether having to address your needs in 2 forums (Loft Board etc and Supreme Court) would catch their attention.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, November 13, 2020 at 3:58 PM

To: Margaret Sandercock

Subject: Re: Already got a response from landlord

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[Body truncated at extraction limit]

Date: Nov 16, 2020 03:08 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: TA for 226 Franklin

Can you please send me a list of names and unit numbers that we represent? We need to do a retainer agreement. Also, you mentioned that Bob Petrucci was returning money to you from a retainer paid to him. I'd welcome your input into what retainer we should ask your group for.

Sent from my iPhone

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Date: Nov 16, 2020 08:27 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: important

As you know, we have a case conference on the HP matter tomorrow at 4 pm. The landlord attorney has come back to me and said they will not do the scope of work that you proposed (everything but the party wall and the ceiling in the residential rooms.

He offers 2 things: either that they will do their scope of work and if they see that more work needs to be done while they are working, they will add that on; or the 2 experts can go there together and see if they can agree on at least some of the work. I believe I could get the first option modified to express that they will do their work and we can re test to see if they are done (they won't be.)

However, I believe last week you said that if nothing else was achieved, you would agree on choice 2, above.

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Date: Nov 16, 2020 08:49 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: important

I think that the second option of the two experts going together to come up with a scope of work seems better. One of my primary goals is to redo the layout so that will involve removing at least the three studio rooms. They cannot rebuild on the wood studs that make up most of the construction of the studios as it is

not to DOB code. They also won't be able to reuse the metal studs once all of the Sheetrock is removed (which was brought up by Total Renovation) because the structure will most likely be compromised.

Do they have a new proposed scope of work? Clearly they want to do as little as possible. Marty also collected money for two of the rooms, and I spec'd the construction for their numbers.

Again, it would probably be more efficient to have Ed and their professional come in and agree to a scope of work, also taking into account that any rebuild needs to be to DOB code, which would require the wood studs to be removed and replaced with steel studs.

Why would they even need to go back in? The inspections were done, tests confirmed, and reports submitted. Isn't it a negotiation at this point? Or move to a trial?

My goal is to have Marty sign off on a new layout and get as much money as I can from the settlement/damages to do a rebuild, etc. What is the best way to achieve this?

Sent from ProtonMail Mobile

On Mon, Nov 16, 2020 at 15:27, Margaret Sandercock wrote:

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Date: Nov 16, 2020 08:52 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: TA for 226 Franklin

I'll put together the list when I get back home this eve. I'll look into the balance of the retainer that we received from Bob as well. Thanks.

Sent from ProtonMail Mobile

On Mon, Nov 16, 2020 at 10:08, Margaret Sandercock wrote:

Can you please send me a list of names and unit numbers that we represent? We need to do a retainer agreement. Also, you mentioned that Bob Petrucci was returning money to you from a retainer paid to him. I'd welcome your input into what retainer we should ask your group for.

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Date: Nov 16, 2020 09:02 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: important

I do not have a proper proposed scope of work. The expert they would be bringing has not been there since Feb. and that is why they want to come again. They have implied that if Ed shows them why more work is needed, they'll do it (but the lawyers are more reasonable than Marty.)

I am concerned that pressing for trial will not meet your goals. The landlord takes the position that the judge can only issue an order to correct, and can't tell them how to correct.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, November 16, 2020 at 3:49 PM

To: Margaret Sandercock

Subject: Re: important

I think that the second option of the two experts going together to come up with a scope of work seems better. One of my primary goals is to redo the layout so that will involve removing at least the three studio rooms. They cannot rebuild on the wood studs that make up most of the construction of the studios as it is not to DOB code. They also won't be able to reuse the metal studs once all of the Sheetrock is removed (which was brought up by Total Renovation) because the structure will most likely be compromised.

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LLP at (914) 428-3400 to advise us of the same, delete the original message from your system and then confirm its deletion. Any review, dissemination, distribution or copying of this message is strictly prohibited. Thank you.

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Date: Nov 16, 2020 09:07 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: important

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I am concerned that pressing for trial will not meet your goals. The landlord takes the position that the judge can only issue an order to correct, and can't tell them how to correct.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, November 16, 2020 at 3:49 PM

To: Margaret Sandercock

Subject: Re: important

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Do they have a new proposed scope of work? Clearly they want to do as little as possible. Marty also collected money for two of the rooms, and I spec'd the construction for their numbers.

Again, it would probably be more efficient to have Ed and their professional come in and agree to a scope of work, also taking into account that any rebuild needs to be to DOB code, which would require the wood studs to be removed and replaced with steel studs.

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Date: Nov 16, 2020 09:15 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: important

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[Body truncated at extraction limit]

Date: Nov 16, 2020 09:29 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: important

Ok. Thanks.

Sent from ProtonMail Mobile

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[Body truncated at extraction limit]

Date: Nov 17, 2020 06:28 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Aaron's predecessor

Mary Anne Allison and her husband Eric Allison. Sorry to have been slow to provide this.

Eric passed away a couple years ago. Mary Anne now lives in Idaho.

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Date: Nov 17, 2020 06:32 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Aaron's predecessor

Received. Thank you.

Sent from ProtonMail Mobile

On Tue, Nov 17, 2020 at 13:28, Margaret Sandercock wrote:

Mary Anne Allison and her husband Eric Allison. Sorry to have been slow to provide this.

Eric passed away a couple years ago. Mary Anne now lives in Idaho.

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Date: Nov 17, 2020 09:30 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted"

<olmsted.mac@me.com>

Subject: Court conference today

It has been agreed that both experts will visit the premises together and try to agree on the scope of work. It has been agreed that the lawyers will not attend. They would like also to agree that Chris and the landlord will not attend. I think that is a deal worth making as it keeps Marty away (Ed, I don't know what you know about this landlord but he is a piece of work.) And I am satisfied that Ed will be a good advocate.

I was asked to get 5 dates and times when Ed could go there (and when someone will be available to open the door.).

I haven't received a proper scope of work from the owner's expert. Perhaps this is because they initially said they'd do our scope of work. I have asked if there are any more reports other than the 3 pp. narrative that we already have, and the owner's lawyer agrees to provide them if there are any.

Please let me know if these arrangements are acceptable.

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Date: Nov 17, 2020 09:34 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Edward Olmsted"

<olmsted.mac@me.com>

Subject: Re: Court conference today

The agreement is acceptable. Hopefully they will agree to Ed's scope of work.

Ed, please let me know what the site visit will cost so that I can budget for it. Thank you.

Sent from ProtonMail Mobile

On Tue, Nov 17, 2020 at 16:30, Margaret Sandercock wrote:

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Date: Nov 17, 2020 05:16 PM

From: "Edward Olmsted" <olmsted.mac@me.com>

To: "Margaret B. Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Court conference today

OK

will get back with cost estimate and dates

Ed

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

On Nov 17, 2020, at 4:30 PM, Margaret Sandercock wrote:

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Date: Nov 17, 2020 10:18 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Edward Olmsted" <olmsted.mac@me.com>, "Margaret B. Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Court conference today

Thank you.

Sent from ProtonMail Mobile

On Tue, Nov 17, 2020 at 17:16, Edward Olmsted wrote:

OK

will get back with cost estimate and dates

Ed

Edward Olmsted
olmsted.mac@mac.com
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Date: Nov 18, 2020 06:04 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Phil/Theodore unit

They retained and paid Neratoff and he says Phil cannot just let the landlord in and have the work done, as they lose both bedrooms and there are alternative options. Phil is due to receive a new access application any time soon.

The only way I can use Neratoff's alternatives is either to try to settle the access application or if everyone gets a new narrative conference. Neratoff told me he has not yet been commissioned to do the

big review that we have discussed, with a view to getting everyone who wants it a new conference.

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Date: Nov 18, 2020 06:51 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Phil/Theodore unit

I sent out the email for a vote on confirming the start of the study. I should get a consensus today. I'll be in touch later when I hear back from everyone. I'm sending out text prompts for them too.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Wednesday, November 18, 2020 1:04 PM, Margaret Sandercock wrote:

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Date: Nov 18, 2020 06:56 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Phil/Theodore unit

Thank you so much. I know this is not your full time job.....

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, November 18, 2020 at 1:52 PM

To: Margaret Sandercock

Subject: Re: Phil/Theodore unit

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Date: Nov 18, 2020 07:10 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Phil/Theodore unit

You're welcome! I do what I can. Thank you for your work. I'll be in touch later today/this eve.

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They retained and paid Neratoff and he says Phil cannot just let the landlord in and have the work done, as they lose both bedrooms and there are alternative options. Phil is due to receive a new access application any time soon.

The only way I can use Neratoff's alternatives is either to try to settle the access application or if everyone gets a new narrative conference. Neratoff told me he has not yet been commissioned to do the big review that we have discussed, with a view to getting everyone who wants it a new conference.

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Date: Nov 18, 2020 07:40 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@me.com>

Subject: FW: Gray

Please note schedule considerations below. Please give me dates, Ed. Thanks.

From: David Skaller

Date: Wednesday, November 18, 2020 at 2:19 PM

To: Margaret Sandercock

Subject: Gray

I am advised that Candace Kowalewski will appear on behalf of ALC. She has requested that the meeting take place on a Monday, Tuesday or Wednesday between 11AM-3PM. As to any further reports, the only one there is is the revised march 18, 2020 report that is attached to our answer. It is not a 3 page report as you claimed.

David M. Skaller

Partner

Belkin Burden Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel:

212-867-4466 (Ext. 316)

Fax:

212-297-1859

E-mail: dskaller@bbgllp.com

Web:

www.bbgllp.com

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Date: Nov 19, 2020 02:26 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@me.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Gray

Thank you for your dates; I have relayed them.

From: Edward Olmsted

Date: Wednesday, November 18, 2020 at 8:40 PM

To: Margaret Sandercock

Subject: Re: Gray

I can make it Tuesday Dec 8 or Wednesday December 2 or Monday December 14 in the time frame of 11 to 3

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

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David M. Skaller

Partner

Belkin Burden Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel: 212-867-4466
(Ext. 316)

Fax: 212-297-1859

E-mail: dskaller@bbgllp.com

Web: www.bbgllp.com

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Date: Nov 19, 2020 05:22 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Edward Olmsted" <olmsted.mac@me.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Meeting with ALC

They are available Dec. 8 at 11 am. Jack Glass and a woman Candace who I think Chris mentioned before, are the ones coming. Chris, please confirm you can open the door at that time. As you know, you are supposed to leave and Marty is not to be attending either. If there are any problems at the time, please let me know.

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Date: Nov 24, 2020 09:01 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Retainer Agreement for 226 Franklin TA

The retainer balance from Bob was \$1450. Let me know if that works for you. Thank you.

Sent from ProtonMail Mobile

Date: Nov 24, 2020 09:01 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Retainer Agreement for 226 Franklin TA

Does it work for you?

Sent from my iPhone

> On Nov 24, 2020, at 4:01 PM, Christian Gray <christiangray3@protonmail.com> wrote:
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>
> The retainer balance from Bob was \$1450. Let me know if that works for you. Thank you.
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Date: Nov 24, 2020 09:05 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Retainer Agreement for 226 Franklin TA

Yes. Send me the contract, at your convenience, and I'll post it to the TA for confirmation, and then I'll sign it. The TA already agreed that we would transfer the balance to you as a retainer, so we can move ahead with that.

Sent from ProtonMail Mobile

On Tue, Nov 24, 2020 at 16:01, Margaret Sandercock wrote:
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Sent from my iPhone

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Date: Nov 24, 2020 09:15 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Retainer Agreement for 226 Franklin TA

I need to list the TA members in the agreement, names and unit numbers. When I have that info, I can have the agreement sent.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, November 24, 2020 at 4:05 PM

To: Margaret Sandercock

Subject: Re: Retainer Agreement for 226 Franklin TA

Yes. Send me the contract, at your convenience, and I'll post it to the TA for confirmation, and then I'll sign it. The TA already agreed that we would transfer the balance to you as a retainer, so we can move ahead with that.

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Date: Nov 24, 2020 09:17 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Retainer Agreement for 226 Franklin TA

The TA is:

Christian Gray G21

David May G23

Katherine Downie G51

Erez Horowitz F102

Theodore Lockhart and Phil Hubbard G12

Sent from ProtonMail Mobile

On Tue, Nov 24, 2020 at 16:15, Margaret Sandercock wrote:

I need to list the TA members in the agreement, names and unit numbers. When I have that info, I can have the agreement sent.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, November 24, 2020 at 4:05 PM

To: Margaret Sandercock

Subject: Re: Retainer Agreement for 226 Franklin TA

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Date: Nov 24, 2020 09:18 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Retainer Agreement for 226 Franklin TA

Thanks.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, November 24, 2020 at 4:18 PM

To: Margaret Sandercock

Subject: Re: Retainer Agreement for 226 Franklin TA

The TA is:

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From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Retainer Agreement for 226 Franklin TA

Thank you.

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Reply-To: Christian Gray

Date: Tuesday, November 24, 2020 at 4:18 PM

To: Margaret Sandercock

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Date: Nov 25, 2020 02:36 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Retainer Agreement for 226 Franklin TA

Please sign and return the attached retainer agreement. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, November 24, 2020 at 4:18 PM

To: Margaret Sandercock

Subject: Re: Retainer Agreement for 226 Franklin TA

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To: Margaret Sandercock

Subject: Re: Retainer Agreement for 226 Franklin TA

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Date: Nov 27, 2020 08:59 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Alexandr Neratoff" <alexandr@neratoff.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: 226 Franklin

Received a phone call that the access notices for the Hubbard/Gray unit will soon turn into an access proceeding at Oath. I am sorry to be contacting you on what is a holiday for many people. Just a reminder: we are looking to receive a timeline of the legalization conferences situation from Chris and for a review of whether Hubbard/Gray at least should be entitled to a narrative conference.

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Date: Nov 27, 2020 09:25 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Alexandr Neratoff" <alexandr@neratoff.com>

Subject: Re: 226 Franklin

Is there a date for the Oath proceeding? How will this line up with the mold assessment? What is your strategy regarding this?

I'll put together the time-line and send it out this weekend.

Sent from ProtonMail Mobile

On Fri, Nov 27, 2020 at 15:59, Margaret Sandercock wrote:

Received a phone call that the access notices for the Hubbard/Gray unit will soon turn into an access proceeding at Oath. I am sorry to be contacting you on what is a holiday for many people. Just a reminder: we are looking to receive a timeline of the legalization conferences situation from Chris and for a review of whether Hubbard/Gray at least should be entitled to a narrative conference.

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Date: Nov 27, 2020 09:28 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: 226 Franklin

Your timeline is different from theirs due to the mold. You have more time I think.

We have not yet been served with the access case. Which is good as they are expedited. I have not yet told them access will not be provided. I would rather know first what they have to defend with.

Sent from my iPhone

On Nov 27, 2020, at 4:25 PM, Christian Gray wrote:

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Sent from ProtonMail Mobile

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Date: Nov 27, 2020 09:43 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: 226 Franklin

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Date: Nov 27, 2020 10:04 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: 226 Franklin

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From: Christian Gray

Reply-To: Christian Gray

Date: Friday, November 27, 2020 at 4:43 PM

To: Margaret Sandercock

Subject: Re: 226 Franklin

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Date: Nov 27, 2020 10:14 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: 226 Franklin

No worries.

Hopefully Alex's study will provide useful evidence in Hubbard/Lockhart's defense.

Have a good weekend. Thank you.

Sent from ProtonMail Mobile

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Date: Nov 30, 2020 05:22 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: observation

I will be representing Phil and Theodore on what is about to become an access application. David Frazer represented them this summer and fall on the previous one. The landlord lawyer contacted Frazer about the new access issue and thus Phil and I notified him he was off the case and notified landlord lawyer the same thing. In this process I learned that Frazer was not fully paid. I asked Phil to pay Frazer as I have to get along with these people and it is not helpful for Frazer to think Phil paid me, not him. (Phil has not paid me anything in advance for the upcoming access application.) Phil responded by sending me Frazer's bills, which looked very ordinary to me, but Phil seems to think he was overcharged. I did respond and said the bills don't look remarkable to me, and that I don't see why they are not being paid.

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Date: Nov 30, 2020 09:53 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

November 30, 2020 - 4:52 PM

\$506.25

full transaction receipt

View the Privacy Policies for
Clover

Date: Nov 30, 2020 09:56 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: observation

I'll let Phil know and ask him to pay Frazier in full asap.

Sent with ProtonMail Secure Email.

----- Original Message -----

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To: "Alexandr Neratoff" <alexandr@neratoff.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: 226 Franklin St, Brooklyn

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Alexandr Neratoff" <alexandr@neratoff.com>

Subject: Re: 226 Franklin St, Brooklyn

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To: "Christian Gray" <christiangray3@protonmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: RE: 226 Franklin St, Brooklyn

Hi Margaret

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Thanks

Alex

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

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Sent: Monday, November 30, 2020 5:23 PM

To: Margaret Sandercock

Cc: Alexandr Neratoff

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Alexandr Neratoff Architect

57 Prince Street, 2 Floor

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212 431 0011

Neratoff.com

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BR's was on the initial plans, they have no right to challenge it.

The survey you were asked to do involves assessing if there are significant changes between the conference and certification. Assuming there were changes, were they served on the tenants? Also, what are the post certification changes?

One problem

CONFIDENTIALITY: The information contained in this e-mail message is intended only for the designated recipient. The message may be an at

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Date: Dec 01, 2020 02:58 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Alexandr Neratoff" <alexandr@neratoff.com>

Subject: Re: 226 Franklin St, Brooklyn

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: 226 Franklin St, Brooklyn

It's probably worth looking into and you would know what you need answered and calling him directly will save time.

Just got your email...I or David will call him tomorrow. This should have been done already. I'm sorry I'm the only one who thought of it. Seems like it could potentially have saved us all some of time. Unfortunately I lost most of my records in the flood. I usually save all of the correspondence regarding loft law.

David, Phil, and I have been working on it. I'll check in with David now to see when he'll be ready to send it out.

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Sent from my iPhone

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Margaret, have you talked with Bob Petrucci at all about this? I hope he would have insight and potential strategy.

Sent with
ProtonMail Secure Email.

----- Original Message -----

On Monday, November 30, 2020 5:54 PM, Margaret Sandercock wrote:

I am available after 11 am. Till about 6.

From: Alexandr Neratoff

Date: Monday, November 30, 2020 at 5:53 PM

To: 'Christian Gray' , Margaret Sandercock

Subject: RE: 226 Franklin St, Brooklyn

Hi Margaret

Let's talk tomorrow, after I see all the files. We can assess then where the owners' weak points might be. I have one quick call at 11 and a conference starting at 1, let me know what would work for you.

Thanks

Alex

Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

Neratoff.com

From: Christian Gray [mailto:christiangray3@protonmail.com]

Sent: Monday, November 30, 2020 5:23 PM

To: Margaret Sandercock

Cc: Alexandr Neratoff

Subject: Re: 226 Franklin St, Brooklyn

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I have proof that the 45 day clock was started 10/25/18 - in other words, very close in time to the date of the NS. There must have been only one conference held.

Bob Petrucci was the TA attorney at the time. He does not make it a practice to attend narrative conferences. He just sends the architect, who at the time was Arthur Atlas. The tenants represented by Petrucci were

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Christian Gray was at the conference. He says that they were told there would be another conference. (It appears he did not know the importance of the letter he got about the 45 day clock but he was definitely served.)

There never was another conference and the building got its certification in early 2019 (I believe.) I know for sure it got certification but not the date. I think Christian may have said that he received the 45 day letter
at or about the same time as a second conference notice was circulated.

It is my understanding that the landlord has changed some work since that time, but it doesn't affect any or most units and that there will be a NS conference about that but restricted to the changes only. There was a conference
scheduled but it was to have been in March 2020 and was canceled due to the pandemic.

Applicable Loft Board regulations provide as follows:

Amendments to plans prior to LB certification: landlord must file 2 copies of the amended plans with the Board along with a detailed amended NS listing the changes. Proof of service on all building occupants and copies

[Body truncated at extraction limit]

Date: Dec 01, 2020 03:22 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: 226 Franklin St, Brooklyn

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without a chronology that you offered.

Sent from my iPhone

On Nov 30, 2020, at 10:19 PM, Christian Gray wrote:

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Applicable Loft Board regulations provi

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Date: Dec 01, 2020 03:32 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: 226 Franklin St, Brooklyn

We're working on that page.

David said he's working on the chronology now and will send it later tonight. It's been a task getting info from people. My records are gone or severely misplaced since the flood. David seems to be the one with the most cohesive info. Phil sent along some scans of a couple letter from the LB. David is formatting everything now into something that is, hopefully, coherent and expeditiously digestible.

Sent from ProtonMail Mobile

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[Body truncated at extraction limit]

Date: Dec 01, 2020 08:07 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "philhub" <philhub@protonmail.com>, "tclockhart67@gmail.com" <tclockhart67@gmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "Alexandr Neratoff" <alexandr@neratoff.com>, "Jenifer Orefice" <jo@goodfarblaw.com>

Subject: not such good news

I had asked the landlord attorneys not to file an access application for a week so Alex and I could get up to speed on the legalization history here. It appeared they agreed, however, today I received a "courtesy copy" of the access application. I will send it to my assistant Jen and ask her to distribute it. If you don't want a copy, please let us know.

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Date: Dec 01, 2020 08:30 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "philhub" <philhub@protonmail.com>, "tclockhart67@gmail.com" <tclockhart67@gmail.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>, "Alexandr Neratoff" <alexandr@neratoff.com>

Subject: Re: not such good news

Please see the attached. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: Margaret Sandercock

Date: Tuesday, December 1, 2020 at 3:07 PM

To: Phil Hubbard , "tclockhart67@gmail.com"

Cc: Christian Gray , Alexandr Neratoff , Jenifer Orefice

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Date: Dec 04, 2020 12:51 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Quick question

You referred Michael Chico to us, thank you for that. He hired us and the landlord is prepared to cover him as a Loft Law tenant on consent, but we need documents from him to show. He sent us a few, but not all the pages, and we also had to suggest additional documents that he might have to increase the volume of his proof. We have emailed him several times about this follow up. He was very responsive about our first work together but recently he has not responded. We are actually worried in case something is wrong. We are also worried that he will lose his chance at this easy coverage by not proceeding. Do you know if he is OK? Perhaps he is away?

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Date: Dec 04, 2020 01:08 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Legalization study for your building

I reached out to Erez and to Kate, and have clarified that Erez is satisfied with his legalization plans. I also reached out to Alex Post and to Aaron, and told them if the NS process is reopened, this is their only chance for input into their units. I have requested a decision by tomorrow, and also said that I believe only people who really really want their plans changed should participate in this. (I dealt with Alex and Aaron without charge as they are not members of the TA but I have an obligation to them on other issues for which they have hired me. (By the way, we had a break thru on Aaron's case this week, I sent the predecessor tenant a hand written note in the mail and she called me. The news was only good.)

Kate is losing a bedroom and has some other concerns, all of which should be referred to Neratoff. I told her I thought she would be responsible for his fees. Since then, I have not heard from her but it's only been 12 hours and there is a time difference. I plan to tell her we need to know if she. Is in or out by close of business tomorrow as I need to refer her concerns to Neratoff, or not. If I am wrong about who would be paying for it, please let me know.

Thru Kate's comments, as well as reviewing Erez's narrative statement, I note 2 things which are consistent with what David May also said. One: somehow, Arthur Atlas took care of Erez' concerns but it does not seem he took care of everyone's concerns. Two: people were told they could ask for and negotiate with the landlord, changes in their plans at a later date, when the work was imminent.

I asked for the Loft Board minutes of the 2018 narrative conference. This was denied as not a proper FOIL subject. That is of course true, I just wanted to see if they'd send them.

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Date: Dec 04, 2020 01:11 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Quick question

I'll call him tonight and have him get in touch with you ASAP. Thanks for notifying me.

Sent from ProtonMail Mobile

On Thu, Dec 3, 2020 at 19:51, Margaret Sandercock wrote:

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Date: Dec 04, 2020 01:13 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Quick question

Thank you. I am sorry to give you more chores. At the moment when we don't hear from someone where all our communications were good, we are concerned about what happened.

From: Christian Gray

Reply-To: Christian Gray

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Date: Dec 04, 2020 01:16 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Legalization study for your building

Following up with the woman who was representing the LB at the last conference would probably be the way to go as she said she would look into it and find out the truth of the matter.

Kate is aware that she is responsible for any thing directly related to her unit. She said she wanted to be a part of the study. She gets bad internet reception where she is at. I'll text her now and have her reach out to you to confirm.

Great news on Aaron's front! Congrats!

Sent from ProtonMail Mobile

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Date: Dec 04, 2020 01:17 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Quick question

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Quick question

My daughter Elizabeth will be in. our office tomorrow at 212 509 0440. We are taking turns for obvious reasons. She is probably the best one for him to speak to, as she corrals all the proofs for Loft Board

applications and she knows what we have and what we still need. However, if he wants to reach me, I am at 917 922 6948. I do have a couple scheduled conferences tomorrow, so I might not answer but can get back to him. BTW, I am supposed to speak to Bob tomorrow afternoon.

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Reply-To: Christian Gray

Date: Thursday, December 3, 2020 at 8:17 PM

To: Margaret Sandercock

Subject: Re: Quick question

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Thank you. I am sorry to give you more chores. At the moment when we don't hear from someone where all our communications were good, we are concerned about what happened.

From:
Christian Gray

Reply-To: Christian Gray

Date: Thursday, December 3, 2020 at 8:11 PM

To: Margaret Sandercock

Subject: Re: Quick question

I'll call him tonight and have him get in touch with you ASAP. Thanks for notifying me.

Sent from ProtonMail Mobile

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Date: Dec 04, 2020 01:24 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Quick question

I'll relay the info to him.

Sent from ProtonMail Mobile

On Thu, Dec 3, 2020 at 20:23, Margaret Sandercock wrote:

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[Body truncated at extraction limit]

Date: Dec 04, 2020 01:25 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Quick question

You're welcome

Sent from ProtonMail Mobile

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Reply-To: Christian Gray

Date: Thursday, December 3, 2020 at 8:24 PM

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[Body truncated at extraction limit]

Date: Dec 04, 2020 01:32 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Legalization study for your building

That's an idea. I can try that.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, December 3, 2020 at 8:16 PM

To: Margaret Sandercock

Subject: Re: Legalization study for your building

Following up with the woman who was representing the LB at the last conference would probably be the way to go as she said she would look into it and find out the truth of the matter.

Kate is aware that she is responsible for any thing directly related to her unit. She said she wanted to be a part of the study. She gets bad internet reception where she is at. I'll text her now and have her reach out to you to confirm.

Great news on Aaron's front! Congrats!

Sent from ProtonMail Mobile

On Thu, Dec 3, 2020 at 20:08, Margaret Sandercock wrote:

I reached out to Erez and to Kate, and have clarified that Erez is satisfied with his legalization plans. I also reached out to Alex Post and to Aaron, and told them if the NS process is reopened, this is their only chance for input into their units. I have requested a decision by tomorrow, and also said that I believe only people who really really want their plans changed should participate in this. (I dealt with Alex and Aaron without charge as they are not members of the TA but I have an obligation to them on other issues for which they have hired me. (By the way, we had a break thru on Aaron's case this week, I sent the predecessor tenant a hand written note in the mail and she called me. The news was only good.)

Kate is losing a bedroom and has some other concerns, all of which should be referred to Neratoff. I told her I thought she would be responsible for his fees. Since then, I have not heard from her but it's only been 12 hours and there is a time difference. I plan to tell her we need to know if she is in or out by close of business tomorrow as I need to refer her concerns to Neratoff, or not. If I am wrong about who would be paying for it, please let me know.

Thru Kate's comments, as well as reviewing Erez's narrative statement, I note 2 things which are consistent with what David May also said. One: somehow, Arthur Atlas took care of Erez' concerns but it does not seem he took care of everyone's concerns. Two: people were told they could ask for and negotiate with the landlord, changes in their plans at a later date, when the work was imminent.

I asked for the Loft Board minutes of the 2018 narrative conference. This was denied as not a proper FOIL subject. That is of course true, I just wanted to see if they'd send them.

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Date: Dec 04, 2020 10:32 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Spoke today with Bob P. And other notes

Bob actually didn't have a whole lot of useful information to offer. I asked him about whether you were told you'd have a further narrative statement meeting at the conference in Oct. 2018 and he didn't remember that. He indicated (as I had mentioned it) that people may have been told "these are just the plans we are filing but you can work out something else with us later on." He also thought it was possible Arthur did not do a thorough job on all units, perhaps almost firing himself. He said he left that mostly to Arthur and he may have even thought Arthur was doing a good job on all the units so there would not be any "you can work that out with us later." The work it out later approach would go much better if Lisa were still the attorney as I have found her to be honorable.

The people applying for coverage now, Aaron and Alex, have decided not to participate in any reopened narrative conference. I consider Kate a maybe as she needs Alex's input into whether it's worth her while.

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Date: Dec 04, 2020 10:42 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: 226 Franklin St., Brooklyn

FYI.

I made a FOIL request for Bobick's notes and it was denied, BTW.

From: Margaret Sandercock

Date: Friday, December 4, 2020 at 5:42 PM

To: "Amy Lee (Buildings)"

Cc: Joseph Burden , Christina Browne

Subject: 226 Franklin St., Brooklyn

Dear Ms. Lee:

We recently attended an emergency narrative statement conference for the above building due to the need to install supports in two of our client's units due to structural work needed in the building. At that time, the tenants attending mentioned that they were expected a further narrative conference after the most recent conference, which was in Oct. 2018 but that there never was another conference. I believe you agreed to check the Loft Board's records such as the notes taken by the Loft Board representative Michael Bobick. I am writing to ask if you had the chance

to check up on that, and what you found out.

Thank you for your assistance.

Margaret B. Sandercock

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Date: Dec 04, 2020 11:41 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: 226 Franklin St., Brooklyn

Did she respond directly to you? She did say she would look into. Did she?

Sent from ProtonMail Mobile

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Date: Dec 04, 2020 11:44 PM

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Spoke today with Bob P. And other notes

That's unfortunate. It seems like both Bob and Arthur were checking out at a critical time for our TA, especially for David.

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Date: Dec 05, 2020 02:03 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Spoke today with Bob P. And other notes

He said he viewed his role at the narrative conference as being about retaining bedrooms, since there was litigation about that. I would add that if I was involved with litigation about bedrooms, I would probably not trust the landlord to change people's plans later on without an explicit agreement....

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, December 4, 2020 at 6:45 PM

To: Margaret Sandercock

Subject: Re: Spoke today with Bob P. And other notes

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Date: Dec 05, 2020 02:07 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: 226 Franklin St., Brooklyn

I only emailed at end of day today. I believe the Loft Board is being made to close now at 2pm as the Dept. of Buildings closes at 2 pm. I suppose the workers are to complete their workdays at home. Anyway, she may not have been there by the time I emailed. I will let you know what happens in future.

I'm sorry I didn't get to contacting her sooner. We are oddly busy but not necessarily with good things. I have a number of things going on where young Loft Law tenants are giving up their rights for almost no money, for example.

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Reply-To: Christian Gray

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Subject: 226 Franklin St., Brooklyn

Dear Ms. Lee:

We recently attended an emergency narrative statement conference for the above building due to the need to install supports in two of our client's units due to structural work needed in the building. At that time, the tenants attending mentioned that they were expected a further narrative conference after the most recent conference, which was in Oct. 2018 but that there never was another conference. I believe you agreed to check the Loft Board's records such as the notes taken by the Loft Board representative Michael Bobick. I am writing to ask if you had the chance to check up on that, and what you found out.

Thank you for your assistance.

Margaret B. Sandercock

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Date: Dec 05, 2020 03:16 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Spoke today with Bob P. And other notes

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From: Christian Gray

Reply-To: Christian Gray

Date: Friday, December 4, 2020 at 6:45 PM

To: Margaret Sandercock

Subject: Re: Spoke today with Bob P. And other notes

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Sent from ProtonMail Mobile

On Fri, Dec 4, 2020 at 17:32, Margaret Sandercock wrote:

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

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[Body truncated at extraction limit]

Date: Dec 05, 2020 04:26 AM

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Spoke today with Bob P. And other notes

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Date: Dec 05, 2020 05:02 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Spoke today with Bob P. And other notes

Understood. Sounds good. I'll decide between the two plans I have. Thank you. Good night.

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Date: Dec 07, 2020 03:12 AM

From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "'Margaret Sandercock'" <mbs@goodfarblaw.com>

Cc: "'David May'" <davidmortimermay@gmail.com>, "'Christian Gray'" <christiangray3@protonmail.com>

Subject: Costa's earlier plans needed

Dear All

I have done a first review of pertinent issues in this case, looking not at legalization issues for now, but only for justifications that would get us into the door of another narrative conference.

I understand from reading the documents, particularly David May's very complete timeline and document file, that there were two conferences, one on 9/6/16 and the other one exactly a year later, on 9/6/17. Almost a year after the last conference, on 08/02/18, a revised plan was created that made substantial changes in the configuration that was referred to in the landlord's note to the tenants dated 08/23/18 acknowledging changes to the plans due to the "30 foot rule" as well as egress rules, and the failure to get approvals files for a CCDIs. The same note claimed that the plans were issued to, presumably, the tenants by email.

Two months after announcing substantial changes, the Loft Board issues a 45-day clock against the tenants. The tenants I do not think have any time to even understand what the changes were, and may have not even seen the changes.

But in order to demonstrate the substance of the changes, I need to see the 2017 and 2016 plans. Does anyone have them? I suspect that David May sent me a piece of one of those plans for G-22 in his earlier summary, but I need to see the other units and be sure of what I am looking at for G-22. I do not know if I can inflate the other issues to re-open all the units, but I strongly suspect G-22 might give us a good shot. But I need those two sets of plans! And 2017 far more importantly than 2016.

Thanks

Alex

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

Virus-free. www.avast.com

Date: Dec 07, 2020 08:38 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Alexandr Neratoff" <alexandr@neratoff.com>

Cc: "'Margaret Sandercock'" <mbs@goodfarblaw.com>, "'David May'" <davidmortimermay@gmail.com>

Subject: Re: Costa's earlier plans needed

Here's what I found on my drive. The folders will be sent over two emails. The folders contains:

Folder 1

1. 226Franklin_SettoLB_7-11-2017
2. 2016-5-16_226 Franklin_Revised Plans

Folder 2

3. 2017-5-4_226 Franklin_Revised Floor 2
4. 2018-8-2_226 Franklin Street Full Set

Maybe David has additional sets.

Thank you.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Monday, December 7, 2020 3:12 AM, Alexandr Neratoff wrote:

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Cc: "'Margaret Sandercock'" <mbs@goodfarblaw.com>, "'David May'" <davidmortimermay@gmail.com>

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Date: Dec 07, 2020 07:49 AM

From: <mbsandercock@optonline.net>

To: "Alexandr Neratoff" <alexandr@neratoff.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Fwd: Updated Requests Re: Certificate of occupancy work at 226 Franklin

Aaron Smulktis changed his mind and wants to try to get narrative conference reopened. Here is his description of his space and what he hopes to accomplish. I will tell him that landlord does not have to let him have laundry.

Sent from my iPhone

Begin forwarded message:

From: Aaron Smulkkis
Date: December 7, 2020 at 2:24:19 AM EST
To: Margaret Sandercock
Subject: Updated Requests Re: Certificate of occupancy work at 226 Franklin

Aaron Smulkkis - F2

Narrative Statement & Architectural Plan Notes & Revisions Request

I was offered the opportunity by both Marty and Violet to keep my existing rooms as they are now, since I have always had roommates helping offset the cost of rent.

There are currently 4 bedrooms in my unit, and there are currently 3 people living in the unit. I am hoping to keep 4 rooms in the exact layout as they are now, it works quite well for us. We also use the space above every bedroom as convenient lofted storage, accessible within each room with a ladder. It's important that we keep the storage lofts intact as well. If this is simply impossible, I have attached two additional layout requests that may more closely align with legal requirements.

I have also been wanting a washer/dryer and a small supply closet for years. I have shared my desire for this, and even approached contractors for doing the work myself.

I have been preparing plans to move my bathroom wall to allow for some desperately needed space in the bathroom, and because this north-facing first floor has such little sunlight anyway, I have been planning for the reconstruction of the bathroom shower wall with glass blocks to let more natural light into the bathroom, see attached example. I was already planning on covering this expense myself, and I am willing to pay for the additional requested glass block walls, I have also been desperate to raise the ceiling in my bathroom as there are no windows making for slow evaporation.

There is also a large unnecessary wall protrusion in the hallway that cuts into my bedroom and in addition to making it awkward to place (what can be no larger than a full-size) bed, I lose 4-6 sq feet to an unnecessary protrusion.

I have attached the existing layout to my unit, which would ideally stay intact, I have also prepared and attached two alternative layouts which would be much more accommodating and consistent with our expectations than what is on the landlord's plan.

On Dec 6, 2020, at 6:27 AM, Margaret Sandercock wrote:

I will send you Kate's summary of her questions about the work in her unit. Basically she is asking what can be retained; if she cannot retain a living room and the bedroom being taken as it would not be legal to retain them, and if she cannot keep the heating source out of her bedroom, she likely will not participate.

I would like you to write something similar about your unit today. That is what I need to ask the architect if it's too late to participate.

From: Aaron Smulkkis
Date: Saturday, December 5, 2020 at 10:57 PM
To: Margaret Sandercock
Subject: Re: Certificate of occupancy work at 226 Franklin

Understood. I really should've mentioned that I'm losing bedrooms as well, there are currently 3 of us living in a four bedroom.

I'm happy to contribute whatever costs are associated with the revisions, as I would like to keep at least 2 bedrooms, ideally 3.

If this is truly impossible or not worth the hassle, let me know if there's anything I can do to offset the hassle, or I suppose I have no other choice but to just accept the plans as they are now.

On Dec 5, 2020, at 7:34 PM, Margaret Sandercock wrote:

No, I did not include you. The people who are pursuing this are losing bedrooms. Someone else losing loft storage is not. The small changes you mention, apart from the loft storage, are not the level of disturbance to your life that you should spend this time and money on. It is also better that the minimum number of people pursue this, not the maximum number.

From: Aaron Smulktis
Date: Saturday, December 5, 2020 at 9:56 PM
To: "Margaret B. Sandercock"
Subject: Re: Certificate of occupancy work at 226 Franklin

Hi Margaret,

Not sure I missed the window yesterday, but I am definitely interested in reopening the narrative (if still possible) and amend my architectural plans before they start construction. Hope you saw my email below before the window closed. But please let me know what I need to do to speak with the architect and make arrangements for the changes.

Thank you!!

On Dec 1, 2020, at 12:56 PM, Aaron Smulktis wrote:

Understood on all your points, Margaret and Alex, so thank you for the good questions and excellent answers. I was aware that his strategy could very well be to perpetually delay the l

[Body truncated at extraction limit]

Date: Dec 07, 2020 01:06 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Cc: "Alexandr Neratoff" <alexandr@neratoff.com>, "David May" <davidmortimermay@gmail.com>

Subject: Re: Costa's earlier plans needed

Alex, if this is not what you need, I can try to get a quick appointment at the LB to review plans but not sure how I can get copies, as best of my knowledge the LB does not have an oversized copier.

Sent from my iPhone

On Dec 7, 2020, at 3:39 AM, Christian Gray wrote:

Folder 2

Sent with
ProtonMail Secure Email.

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On Monday, December 7, 2020 3:12 AM, Alexandr Neratoff wrote:

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Thanks

Alex

Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

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Date: Dec 07, 2020 11:05 AM

From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: 226 Franklin

I could not open any of the files. Please resend in some other format, like PDF.

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

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Date: Dec 07, 2020 12:00 PM

From: "David May" <davidmortimermay@gmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Alexandr Neratoff" <alexandr@neratoff.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Costa's earlier plans needed

I will contact Alan tansey, a tenant in the building who is an architect and may have kept copies of the plans over the years.

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--

David Mortimer May

97 Green Street, #G22
Brooklyn, NY 11222

USA
(615) 429-4414
The Land of Tradition

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From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "'Margaret Sandercock'" <mbs@goodfarblaw.com>, "'Christian Gray'" <christiangray3@protonmail.com>

Cc: "'David May'" <davidmortimermay@gmail.com>

Subject: RE: Costa's earlier plans needed

I got the plans to open. Thanks. Reviewing.

Alexandr Neratoff Architect
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New York, NY 10012
212 431 0011
Neratoff.com

From: Margaret Sandercock [mailto:mbs@goodfarblaw.com]

Sent: Monday, December 7, 2020 8:07 AM

To: Christian Gray

Cc: Alexandr Neratoff ; David May

Subject: Re: Costa's earlier plans needed

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Cc: "David May" <davidmortimermay@gmail.com>

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Please respond as soon as you can, this really has to move forward right away.

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(615) 429-4414
The Land of Tradition

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[Body truncated at extraction limit]

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Alexandr Neratoff" <alexandr@neratoff.com>, "David May"
<davidmortimermay@gmail.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: Costa's earlier plans needed

I think the 2018 conference idea is my mistake. So 2016 and 2017 and then abruptly in 2018, a 45 day clock.

From: Alexandr Neratoff

Date: Monday, December 7, 2020 at 4:12 PM

To: 'David May'

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Please respond as soon as you can, this really has to move forward right away.

Alexandr

Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

Neratoff.com

From: Margaret Sandercock [mailto:mbs@goodfarblaw.com]

Sent: Monday, December 7, 2020 8:07 AM

To: Christian Gray

Cc: Alexandr Neratoff ; David May

Subject: Re: Costa's earlier plans needed

Alex, if this is not what you need, I can try to get a quick appointment at the LB to review plans but not sure how I can get copies, as best of my knowledge the LB does not have an oversized copier.

Sent from my iPhone

On Dec 7, 2020, at 3:39 AM, Christian Gray wrote:

Folder 2

Sent with
ProtonMail Secure Email.

----- Original Message -----

On Monday, December 7, 2020 3:12 AM, Alexandr Neratoff wrote:

Dear All

I have done a first review of pertinent issues in this case, looking not at legalization issues for now, but only for justifications that would get us into the door of another narrative conference.

I understand from reading the documents, particularly David May's very complete timeline and document file, that there were two conferences, one on 9/6/16 and the other one exactly a year later, on 9/6/17. Almost a

year after the last conference, on 08/02/18, a revised plan was created that made substantial changes in the configuration that was referred to in the landlord's note to the tenants dated 08/23/18 acknowledging changes to the plans due to the "30 foot rule" as well as egress rules, and the failure to get approvals files for a CCD1s. The same note claimed that the plans were issued to, presumably, the tenants by email.

Two months after announcing substantial changes, the Loft Board issues a 45-day clock against the tenants. The tenants I do not think have any time to even understand what the changes were, and may have not even seen the changes.

But in order to demonstrate the substance of the changes, I need to see the 2017 and 2016 plans. Does anyone have them? I suspect that David May sent me a piece of one of those plans for G-22 in his earlier summary, but I need to see the other units and be sure of what I am looking at for G-22. I do not know if I can inflate the other issues to re-open all the units, but I strongly suspect G-22 might give us a good shot. But I need those two sets of plans! And 2017 far more importantly than 2016.

Thanks

Alex

Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

Neratoff.com

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www.avast.com

CONFIDENTIALITY: The information contained in this e-mail mes
[Body truncated at extraction limit]

Date: Dec 07, 2020 09:34 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Alexandr Neratoff" <alexandr@neratoff.com>, "David May" <davidmortimermay@gmail.com>

Subject: Re: Costa's earlier plans needed

Yes, there was no conference in 2018. Attached are the uncompressed files in no folders. They will come over as many emails as it takes to send them.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Monday, December 7, 2020 4:29 PM, Margaret Sandercock wrote:

I think the 2018 conference idea is my mistake. So 2016 and 2017 and then abruptly in 2018, a 45 day clock.

From: Alexandr Neratoff

Date: Monday, December 7, 2020 at 4:12 PM

To: 'David May'

Cc: Margaret Sandercock , 'Christian Gray'

Subject: RE: Costa's earlier plans needed

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Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012
212 431 0011
Neratoff.com

From: David May [mailto:davidmortimermay@gmail.com]
Sent: Monday, December 7, 2020 3:13 PM
To: Alexandr Neratoff
Cc: Margaret Sandercock ; Christian Gray
Subject: Re: Costa's earlier plans needed

I will try and find missing plans, and confirm the conference dates

On Mon, Dec 7, 2020 at 1:55 PM Alexandr Neratoff wrote:

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212 431 0011
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[Body truncated at extraction limit]

Date: Dec 07, 2020 09:35 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Alexandr Neratoff" <alexandr@neratoff.com>, "David May" <davidmortimermay@gmail.com>

Subject: Re: Costa's earlier plans needed

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Alex

Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

[Body truncated at extraction limit]

Date: Dec 07, 2020 04:39 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "David May" <davidmortimermay@gmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: RE: 226 franklin street missing plans and dates

That's the right A-110 plan. Now I have the full picture. Thank you!

Thank you for confirming the Conference dates. If anyone knows about any other dates, please let me know, but I have seen no evidence of any other date. The 2018 date appears to have been just a service of significantly different plans for the G-22 unit, so we will try to get the process to be re-opened based on that unit, and then question other units' plans as well. No guarantees, the 45-day clock was announced and allowed to expire, so this is an uphill fight.

Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

Neratoff.com

From: David May [mailto:davidmortimermay@gmail.com]

Sent: Monday, December 7, 2020 4:06 PM

To: Alexandr Neratoff ; Margaret Sandercock

Subject: 226 franklin street missing plans and dates

CORRECTION

loft conference 5/09/2016

loft conference 9/06/2017

no conference in 2018 I have no emails related to this and there are hundreds of emails related to the two previous conferences, so I feel confident there was no conference. I have emails from 2017-2019 from a tenant who spoke to Petrucci etc, who said we had nothing to do but wait for landlord/costa to amend ns etc before next actions...

I THINK I HAVE FOUND THE FILES- I have attached files here. sorry, this is not my area, for years I left this stuff to atlas to look over, so apologies for simply throwing pdfs at you. i do believe i have found a100. attached-

--

David Mortimer May

97 Green Street, #G22

Brooklyn, NY 11222

USA

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Date: Dec 07, 2020 09:48 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: 226 Franklin St., Brooklyn

Corrected email to LB.

From: Margaret Sandercock

Date: Monday, December 7, 2020 at 4:47 PM

To: "Amy Lee (Buildings)"

Cc: Joseph Burden , Christina Browne

Subject: Re: 226 Franklin St., Brooklyn

Ms. Lee, I have to correct myself. The conference I am asking about was held in 2017. Not 2018. Sorry if I have inconvenienced anyone.

From: Margaret Sandercock

Date: Friday, December 4, 2020 at 5:42 PM

To: "Amy Lee (Buildings)"

Cc: Joseph Burden , Christina Browne

Subject: 226 Franklin St., Brooklyn

Dear Ms. Lee:

We recently attended an emergency narrative statement conference for the above building due to the need to install supports in two of our client's units due to structural work needed in the building. At that time, the tenants attending mentioned that they were expected a further narrative conference after the most recent conference, which was in Oct. 2018 but that there never was another conference. I believe you agreed to check the Loft Board's records such as the notes taken by the Loft Board representative Michael Bobick. I am writing to ask if you had the chance to check up on that, and what you found out.

Thank you for your assistance.

Margaret B. Sandercock

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the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you have received this e-mail in error. If you have received this e-mail in error, please call Goodfarb & Sandercock, LLP at (914) 428-3400 to advise us of the same, delete the original message from your system and then confirm its deletion. Any review, dissemination, distribution or copying of this message is strictly prohibited. Thank you.

Date: Dec 08, 2020 05:01 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Alexandr Neratoff" <alexandr@neratoff.com>

Subject: FW: 226 Franklin St., Brooklyn

From: "Amy Lee (Buildings)"

Date: Tuesday, December 8, 2020 at 11:11 AM

To: Margaret Sandercock

Cc: Joseph Burden , Christina Browne , "Hanchun Lin (Buildings)" , "NYC Loftboard (Buildings)"

Subject: RE: 226 Franklin St., Brooklyn

Good Morning Ms. Sandercock,

I have reviewed the Loft Board's records, and it appears that the narrative statement conference, which was scheduled for March 24, 2020 and which was subsequently cancelled, was for Job Nos. 321785154, 340670465, and 340670456. It was not for the Alt. 1 application (Job No. 320914347).

Job No. 320914347 and related plans, dated August 2, 2018, have already received Loft Board approval.

According to the Loft Board's records, on September 6, 2017, a narrative statement conference was held for Job No. 320914347. Then, on September 17, 2018, the owner filed an amended narrative statement, dated August 2, 2018, for Job No. 320914347. Subsequently, on October 23, 2018, the Loft Board staff held a conference call with Robert Petrucci and Lisa Gallaudet, during which the parties agreed that the Loft Board staff could begin a 45-day clock.

On October 25, 2018, the Loft Board staff started the 45-day clock for Job No. 320914347. The tenants had until December 9, 2018 to submit comments or an alternate plan in response to the owner's legalization plans and narrative statement dated August 2, 2018. However, no comments or alternate plans were filed with the Loft Board during the 45-day period.

Ultimately, on January 8, 2019, the Loft Board staff issued a Loft Board certification for Job No. 320914347.

Regarding any additional concerns that the tenants may have had with respect to the Alt. 1 application, it appears that the owner was willing to hear them and address them as a PAA to the Alt. 1 application. However, I do not know whether the parties had reached any agreement on that.

Amy Lee

Assistant General Counsel

New York City Loft Board

280 Broadway, 5th Floor

New York, NY 10007

(212) 393-6678

From: Margaret Sandercock

Sent: Monday, December 07, 2020 4:48 PM

To: Amy Lee (Buildings)

Cc: Joseph Burden ; Christina Browne

Subject: Re: 226 Franklin St., Brooklyn

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Date: Dec 08, 2020 02:15 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: Re: FW: 226 Franklin St., Brooklyn

I am sharing my response with David May as his exhaustive research of correspondence indicates Amy Lee's statement is substantially incorrect. The conference in question was triggered by discussions triggered by the 03/14/19 Narrative Statement and was supposed to deal with ALL issues involving the legalization. David produced a clear paper record leading to that conclusion. This will be reflected in my report that if all goes well, I will be sharing a draft of this evening.

On Tue, Dec 8, 2020, 12:01 PM Margaret Sandercock wrote:

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Date: Tuesday, December 8, 2020 at 11:11 AM

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Cc: Joseph Burden , Christina Browne , "Hanchun Lin (Buildings)" , "NYC Loftboard (Buildings)"

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(212) 393-6678

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Cc: Joseph Burden ; Christina Browne

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Cc: Joseph Burden , Christina Browne

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[Body truncated at extraction limit]

Date: Dec 10, 2020 03:17 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Configuration of your unit

As a reminder, we need the configuration of your unit very very soon, for sure by Monday.

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Date: Dec 10, 2020 06:27 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Configuration of your unit

Ok I'll finalize it this weekend. Thanks.

Sent from ProtonMail Mobile

On Thu, Dec 10, 2020 at 10:17, Margaret Sandercock wrote:

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Date: Dec 10, 2020 06:40 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "philhub" <philhub@protonmail.com>, "Alexandr Neratoff" <alexandr@neratoff.com>

Cc: "Aaron Smulkis" <aaronsmulkis@gmail.com>

Subject: FW: Neratoff Report

Please find attached above our architect's report on prior narrative statement activity for your building. I am copying Aaron Smulkis who has applied for coverage and is interested in changing his unit's configuration. Erez Horovitz

did not participate as the plans for his unit are OK. There is another unit applying for coverage, Alex Post/Sophia Hanover, but their only complaint is that their mezzanines are not being retained for storage and they didn't think that participation was justified, only for that issue.

There is no clear, excellent, strong path forward. What emerges for me is that at the time of the conferences, the tenants were told "we are only filing this for now" and that the landlord would entertain requests for changes as "post approval amendments" ("PAA"). I would have thought two things would have happened, that don't seem to have happened: that Bob Petrucci would have written an agreement about changes in various units that were agreed to, but that did not happen; and that Arthur Atlas would have remained in touch with units not satisfied with their configurations to get the configurations as acceptable as possible, which also did not happen.

It is true that the landlord amended the plans in 2018 after the last conference in 2017. However, tenants who objected to those plans had to object in writing to the Loft Board and prepare alternate plans within a 40 day period. As

the Loft Board ran a 45 day clock, and as apparently no one filed anything in writing, it is not clear that the Loft Board has to help us.

Phil has an access application that I have to answer by Tuesday, which means I have to put the answer in Fed Ex by Monday. I need a sketch of the configuration Phil and his roommate want, which Alex knows I need, by Monday.

My plan is to let the Loft Board know that people were relying on the PAA to correct their configurations and this never happened. Also to go to the landlord with sketches of all units wanting changes and asking them to allow the changes

or every unit that I represent will require an access hearing. In order to do this, I will need sketches of the desired configuration of all participating units.

I want to stress my belief that the fewer units asking for changes, the better it will go. Some of you have little choice, for instance Phil and his roommate will end up with no bedrooms when 2 bedrooms can be approved by changing the plans. BUT: If any of you feel you can live without the changes you have asked about, now is the time to say so and we will not ask that your unit be changed.

Alex has asked me whether he should prepare sketches that can be approved by DOB without problems, or sketches that will be approved by DOB but with greater difficulty. He has also asked me whether to provide for new or larger skylights

in any instance. My belief on this is that the easier the plans will be to approve, the more likely our requests will be granted, and also I have heard from the Loft Board staff that installing new skylights is not really something they agree with (though it was required in a number of past cases, but some time ago.) However, all of you need to be satisfied with the plans for your units.

Aaron's unit has not really been analyzed. He is asking for major configuration changes. I am concerned that the landlord may try very hard not to cover him if we present such big "asks" at this time. Sometimes I can negotiate how a unit will be legalized at the time it gets covered, but it should be stressed that there is no guarantee on this and changes in this unit may only be possible if asked for now, which I don't really recommend.

I can make myself available for a conference call or a Zoom meeting if someone else sets it up. If you want to do this, I am open tomorrow afternoon or could arrange something Sunday, or next week for that matter. Phil, you need to speak to Neratoff about final decisions on your configuration immediately. Other units are slightly less urgent, but should be addressed by sometime next week.

From: Elizabeth Sandercock

Date: Thursday, December 10, 2020 at 12:46 PM

To: Margaret Sandercock

Subject: Neratoff Report

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Date: Dec 10, 2020 02:16 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "philhub" <philhub@protonmail.com>

Cc: "Aaron Smulkis" <aaronsmulkis@gmail.com>

Subject: RE: Neratoff Report

All

Please review to make sure there are no errors here, as I am new to the building and had to find my way through the past five years and the 5 generations of plans. The timeline work was mostly based on David May's extensive research and document preparation, so I cannot lay any claim to that fine work.

There were also highlighted enlargements of each unit's plans showing the evolution of each unit from 2015 to 2018, that I will circulate separately so you have a full picture. Margaret already has them.

I will next take G-12 configuration out of sequence, as they have a pressing deadline. Then I will deal with David's, Christian's and Kathryn's configurations, and anyone else who might be covered and wishes to try their luck improving their units. I regret I was not there when you had real rights, it would have been much simpler ... I will be in touch individually with you next week to discuss individual goals and realistic expectations.

Best wishes to all of you for the success of this process!

Alexandr

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

From: Margaret Sandercock [mailto:mbs@goodfarblaw.com]

Sent: Thursday, December 10, 2020 1:40 PM

To: Christian Gray ; 'David May' ; Kathryn Downie ; philhub ; Alexandr Neratoff
Cc: Aaron Smulkis
Subject: FW: Neratoff Report

Please find attached above our architect's report on prior narrative statement activity for your building. I am copying Aaron Smulkis who has applied for coverage and is interested in changing his unit's configuration. Erez Horovitz did not participate as the plans for his unit are OK. There is another unit applying for coverage, Alex Post/Sophia Hanover, but their only complaint is that their mezzanines are not being retained for storage and they didn't think that participation was justified, only for that issue.

There is no clear, excellent, strong path forward. What emerges for me is that at the time of the conferences, the tenants were told "we are only filing this for now" and that the landlord would entertain requests for changes as "post approval amendments" ("PAA"). I would have thought two things would have happened, that don't seem to have happened: that Bob Petrucci would have written an agreement about changes in various units that were agreed to, but that did not happen; and that Arthur Atlas would have remained in touch with units not satisfied with their configurations to get the configurations as acceptable as possible, which also did not happen.

It is true that the landlord amended the plans in 2018 after the last conference in 2017. However, tenants who objected to those plans had to object in writing to the Loft Board and prepare alternate plans within a 40 day period. As the Loft Board ran a 45 day clock, and as apparently no one filed anything in writing, it is not clear that the Loft Board has to help us.

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[Body truncated at extraction limit]

Date: Dec 10, 2020 05:18 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "'Christian Gray'" <christiangray3@protonmail.com>, "'David May'" <davidmortimermay@gmail.com>, "'Kathryn Downie'" <downiekathryn@hotmail.com>, "'philhub'" <philhub@protonmail.com>

Cc: "'Margaret Sandercock'" <mbs@goodfarblaw.com>

Subject: File name corrected

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

Virus-free. www.avast.com

Date: Dec 12, 2020 08:28 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: landlord mold inspection this week

Did this occur, and what happened?

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Date: Dec 12, 2020 08:43 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Subject: FW: landlord mold inspection this week

FYI.

From: Edward Olmsted

Date: Saturday, December 12, 2020 at 3:39 PM

To: Margaret Sandercock

Subject: Re: landlord mold inspection this week

yes it occurred on December 8th. I will call Jack Glass of ALC on Monday to finalize the proposed scope. I think he and I are in agreement that the 3 studios will be demolished and a portion of the bathroom. That gets us 95% of what Christian wanted. We can test after that and see if addition work is needed. I will update you when I talk to Jack.

Ed

On Dec 12, 2020, at 3:28 PM, Margaret Sandercock wrote:

Did this occur, and what happened?

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Date: Dec 12, 2020 09:02 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "Alexandr Neratoff" <alexandr@neratoff.com>

Subject: Configurations of your units

We are trying to have sketches of your units this week so I can ask the landlord attorneys to grant the configurations you want. It has been suggested that you might want to give Alex a quick call by early in the week to discuss options and receive suggestions from him, so he knows what to have drawn up. He has a way to outsource some of the work but we are both concerned about the impending holiday season when the outsourcing folks may be less available.

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Date: Dec 12, 2020 09:58 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Configurations of your units

I'll reach out to Alex regarding the layout and work it out with him.

Marty is clearly harassing the tenants by removing their bedrooms. In my opinion, he has already harassed tenants by scheduling construction start dates where tenants were forced to ask their roommates to leave, and then pack up their houses, and then Marty delayed the construction start dates. I'm many cases tenants lost their roommates and were on the hook for paying rent. Moving forward we need to set up accountability with construction schedules.

Does the deregulation affect a future developer's buyout, if Marty sells the building? What if the developer is going to raze the building and build a new one? The deregulation rule seems to go against the tenant's long term interests.

Sent from ProtonMail Mobile

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Date: Dec 12, 2020 10:03 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Configurations of your units

There are a couple of ways around the deregulation rule for owners, but none are guaranteed to work. Yes, the rule applies to future owners. It is possible to sue for harassment in Housing Court without the deregulation rule applying

but Housing Court is in a deep mess now; they can't get their work done.

Bear in mind that Marty already bought out a lot of units. A Loft Board harassment case might hurt the tenants I represent but it would hurt Marty more because he already spent that money to remove others. Maybe threatening harassment is enough.

From: Christian Gray

Reply-To: Christian Gray

Date: Saturday, December 12, 2020 at 4:58 PM

To: Margaret Sandercock

Subject: Re: Configurations of your units

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Date: Dec 12, 2020 10:04 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Configurations of your units

I agree.

Sent from ProtonMail Mobile

On Sat, Dec 12, 2020 at 17:03, Margaret Sandercock wrote:

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Reply-To: Christian Gray

Date: Saturday, December 12, 2020 at 4:58 PM

To: Margaret Sandercock

Subject: Re: Configurations of your units

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Date: Dec 12, 2020 10:05 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Configurations of your units

Did Mike Chico get in touch with Elizabeth?

Sent from ProtonMail Mobile

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Date: Dec 12, 2020 10:22 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Configurations of your units

He did, and promised her he'd send records the next day but I don't know if he did. I'll check.

Sent from my iPhone

On Dec 12, 2020, at 5:06 PM, Christian Gray wrote:

Did Mike Chico get in touch with Elizabeth?

Sent from ProtonMail Mobile

On Sat, Dec 12, 2020 at 17:03, Margaret Sandercock wrote:

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[Body truncated at extraction limit]

Date: Dec 12, 2020 11:06 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Configurations of your units

According to Elizabeth, we have received pretty much everything we think he can provide but received some of it Friday night. We have to subpoena his voting records as he does not have his registration card.

From: Christian Gray

Reply-To: Christian Gray

Date: Saturday, December 12, 2020 at 5:06 PM

To: Margaret Sandercock

Subject: Re: Configurations of your units

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Sent from ProtonMail Mobile

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There are a couple of ways around the deregulation rule for owners, but none are guaranteed to work. Yes, the rule applies to future owners. It is possible to sue for harassment in Housing Court without the deregulation rule applying but Housing Court is in a deep mess now; they can't get their work done.

Bear in mind that Marty already bought out a lot of units. A Loft Board harassment case might hurt the tenants I represent but it would hurt Marty more because he already spent that money to remove others. Maybe threatening harassment is enough.

From:
Christian Gray

Reply-To: Christian Gray

Date: Saturday, December 12, 2020 at 4:58 PM

To: Margaret Sandercock

Subject: Re: Configurations of your units

I'll reach out to Alex regarding the layout and work it out with him.

Marty is clearly harassing the tenants by removing their bedrooms. In my opinion, he has already harassed tenants by scheduling construction start dates where tenants were forced to ask their roommates to leave, and then pack up their houses, and then Marty delayed the construction start dates. I'm many cases tenants lost their roommates and were on the hook for paying rent. Moving forward we need to set up accountability with construction schedules.

Does the deregulation affect a future developer's buyout, if Marty sells the building? What if the developer is going to raze the building and build a new one? The deregulation rule seems to go against the tenant's long term interests.

Sent from ProtonMail Mobile

On Sat, Dec 12, 2020 at 16:02, Margaret Sandercock wrote:

We are trying to have sketches of your units this week so I can ask the landlord attorneys to grant the configurations you want. It has been suggested that you might want to give Alex a quick call by early in the week to discuss options and receive suggestions from him, so he knows what to have drawn up. He has a way to outsource some of the work but we are both concerned about the impending holiday season when the outsourcing folks may be less available.

Also, Alex perhaps unwittingly suggested a theory that could be used against the landlord: leaving people who have bedrooms, without bedrooms, is harassment. Harassment cases can be brought at the Loft Board but if the tenants win, the landlord is unlikely to buy them out in future because a landlord who has been found to have harassed is not eligible to deregulate the units. As a result, I don't usually recommend that tenants bring Loft Law harassment cases.

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[Body truncated at extraction limit]

Date: Dec 12, 2020 11:07 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Configurations of your units

Good news. Thank you.

Sent from ProtonMail Mobile

On Sat, Dec 12, 2020 at 18:06, Margaret Sandercock wrote:

According to Elizabeth, we have received pretty much everything we think he can provide but received some of it Friday night. We have to subpoena his voting records as he does not have his registration card.

From: Christian Gray

Reply-To: Christian Gray

Date: Saturday, December 12, 2020 at 5:06 PM

To: Margaret Sandercock

Subject: Re: Configurations of your units

Did Mike Chico get in touch with Elizabeth?

Sent from ProtonMail Mobile

On Sat, Dec 12, 2020 at 17:03, Margaret Sandercock wrote:

There are a couple of ways around the deregulation rule for owners, but none are guaranteed to work. Yes, the rule applies to future owners. It is possible to sue for harassment in Housing Court without the deregulation rule applying but Housing Court is in a deep mess now; they can't get their work done.

Bear in mind that Marty already bought out a lot of units. A Loft Board harassment case might hurt the tenants I represent but it would hurt Marty more because he already spent that money to remove others. Maybe threatening harassment is enough.

From:
Christian Gray

Reply-To: Christian Gray

Date: Saturday, December 12, 2020 at 4:58 PM

To: Margaret Sandercock

Subject: Re: Configurations of your units

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Also, Alex perhaps unwittingly suggested a theory that could be used against the landlord: leaving people who have bedrooms, without bedrooms, is harassment. Harassment cases can be brought at the Loft Board but if the tenants win, the landlord is unlikely to buy them out in future because a landlord who has been found to have harassed is not eligible to deregulate the units. As a result, I don't usually recommend that tenants bring Loft Law harassment cases.

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[Body truncated at extraction limit]

Date: Dec 14, 2020 07:11 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Phil Hubbard

I don't know that any intervention is needed right now, but both Neratoff and I have had several not good interactions with Phil. Neratoff moved heaven and earth since Friday and has suggested 2 floor plans that give the unit bedrooms. Phil then complained about a list of things not addressed, like the lack of a ceiling, insulation, cooling and so forth. Cooling is a loft tenant's own problem. He is not entitled to a ceiling etc. When we told him we needed to focus on the main thing he needs, which is bedrooms, he sent us pages from various legal publications that he claimed entitled him to various services, but in fact they didn't say that. This is not the first time; I have specifically asked him not to try to "do it himself." Just wanted you to know what happened.

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Date: Dec 14, 2020 08:17 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: MDL Articles 7B&7C highlighted

This is his second and third go round after we told him what he sent before does not apply to this situation. The problem is, it's not only a waste of time but Neratoff and I both experience it as rude and feel that at bottom he does not trust us. When I go to the doctor, I don't always understand everything they tell me, and when I have to produce a scientist as a witness I don't always understand everything they tell me. But I know I have to trust their expertise. I can't do legalization cases without an architect and I am afraid Neratoff will quit.

From: philhub

Reply-To: philhub

Date: Monday, December 14, 2020 at 3:10 PM

To: Margaret Sandercock , Alexandr Neratoff

Subject: Re: MDL Articles 7B&7C highlighted

Those 3 pages were taken from the DOB's "Code Notes" for Residential Conversions for your information.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Monday, December 14, 2020 11:57 AM, philhub wrote:

What about the highlighted areas?

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Date: Dec 15, 2020 05:39 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Phil Hubbard

Sorry to hear. Let me know if I need to intervene.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Monday, December 14, 2020 2:11 PM, Margaret Sandercock wrote:

I don't know that any intervention is needed right now, but both Neratoff and I have had several not good interactions with Phil. Neratoff moved heaven and earth since Friday and has suggested 2 floor plans that give the unit bedrooms. Phil then complained about a list of things not addressed, like the lack of a ceiling, insulation, cooling and so forth. Cooling is a loft tenant's own problem. He is not entitled to a ceiling etc. When we told him we needed to focus on the main thing he needs, which is bedrooms, he sent us pages from various legal publications that he claimed entitled him to various services, but in fact they didn't say that. This is not the first time; I have specifically asked him not to try to "do it himself." Just wanted you to know what happened.

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Date: Dec 15, 2020 01:28 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: Configuration of your units

Neratoff asked me to remind you again that he needs to speak with each of you briefly about your unit configurations. He wants to have the plans drawn this week because of holiday considerations where he has plans drawn abroad, overnight. (Because of the time difference, he can send instructions in the evening our time and have drawings the next morning; this is also cost effective because the plans are drawn in Rumania where pricing is different than here.)

There are 3 reasons apart from the holidays to do this now. 1) I had an opening about 10 days ago to speak with the Loft Board about reopening the narrative and I have not been able to use that opening because I don't have drawings and of course don't want something scheduled prematurely when we are not ready. Also, having drawings conveys: we know what we want and the process won't take forever.

2). As you probably know, the Hubbard/Lockhart unit got an access notice. We have the plans for that unit, prepared in quite a rush, and because of the need to discuss legalization with the landlord in connection with that unit, there may be a further opening to get a narrative conference. But I have to be ready.

3) We had to rush to get the Hubbard/Lockhart plans done and don't want to be in that kind of rush when advance planning makes it avoidable.

Please make time today to speak with Neratoff. Afternoons are usually best for him. You can email him and set a time or call his office at 212 431 0011 and leave word for him to call you if he is not there.

If you really can't reach him, I have his cell number but think it is better to avoid using it without his invitation to do so.

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Date: Dec 15, 2020 04:19 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Mold

Were you able to speak with the landlord's expert and develop a scope of work? We have a court conference 12/22 and so I'd like to see the scope of work as soon as possible to have the chance to discuss with the landlord attorney in advance of the conference.

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Date: Dec 18, 2020 10:11 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: Mold

Following up on this email thread. Ed, what's the word? Have you and Margaret been in touch directly about the scope of work so that she can prepare for the court conference on 12/22? The last update that I got was from your email on the 12th informing Margaret that Jack agreed to 95% of the scope of work that you called for.

When is ALC Environmental going to run their tests on the acoustic ceiling system in the main living space (one the main entrance points of the flood water) as well and the North Party Wall? Both of them were compromised by the flood water. Some sort of mitigation needs to be done.

Also, as a reminder from the last time we met at the loft, there is a Homosote layer in the North Bathroom

wall system that is most likely compromised. That wall should be removed as well. The samples that you took were taken from one of the layers in front of the Homosote.

Thank you.

Christian

Sent with ProtonMail Secure Email.

----- Original Message -----

On Tuesday, December 15, 2020 11:19 AM, Margaret Sandercock wrote:

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Date: Dec 18, 2020 10:48 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: Mold

Ed got back to me earlier today with the scope of work. I asked if the landlord expert agreed with it. I have not yet heard Ed's answer. I had planned to send it to you, Chris, when I knew the answer to that question. Clearly, you, Chris, have to approve of it too but I thought it would be important for you to know whether the landlord was going to agree to it.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, December 18, 2020 at 5:12 PM

To: Margaret Sandercock

Cc: Edward Olmsted

Subject: Re: Mold

Following up on this email thread. Ed, what's the word? Have you and Margaret been in touch directly about the scope of work so that she can prepare for the court conference on 12/22? The last update that I got was from your email on the 12th informing Margaret that Jack agreed to 95% of the scope of work that you called for.

When is ALC Environmental going to run their tests on the acoustic ceiling system in the main living space (one the main entrance points of the flood water) as well and the North Party Wall? Both of them were compromised by the flood water. Some sort of mitigation needs to be done.

Also, as a reminder from the last time we met at the loft, there is a Homosote layer in the North Bathroom wall system that is most likely compromised. That wall should be removed as well. The samples that you took were taken from one of the layers in front of the Homosote.

Thank you.

Christian

Sent with ProtonMail Secure Email.

----- Original Message -----

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Were you able to speak with the landlord's expert and develop a scope of work? We have a court conference 12/22 and so I'd like to see the scope of work as soon as possible to have the chance to discuss with the landlord attorney in advance of the conference.

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Date: Dec 19, 2020 01:29 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: we discussed and the following scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

Apparently this was agreed to by the landlord expert. One issue is that Marty interferes with the expert sometimes.

From: Edward Olmsted

Date: Friday, December 18, 2020 at 3:02 PM

To: Margaret Sandercock

Subject: we discussed and the following scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

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Date: Dec 21, 2020 04:44 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: FW: we discussed and the following scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

Please note that there is a court conference tomorrow at 10 am. So I need to hear from you today about the comments on this report. I am also going to send you something else you have to review, they want the experts present for some phases of the work. I also need to know about that today.

From: David Skaller

Date: Monday, December 21, 2020 at 11:40 AM

To: Margaret Sandercock

Subject: FW: we discussed and the following scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

This is what you sent to me which has the comments in the right margin. Our expert believes that Ed agreed with his comments. You can confirm this with Ed.

From: Margaret Sandercock

Sent: Friday, December 18, 2020 8:30 PM

To: David Skaller

Subject: FW: we discussed and the following scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

According to my expert, with whom I checked after 5 pm today, your expert has agreed to this scope.

From: Edward Olmsted

Date: Friday, December 18, 2020 at 3:02 PM

To: Margaret Sandercock

Subject: we discussed and the following scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

Edward Olmsted

olmsted.mac@mac.com

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Date: Dec 21, 2020 04:45 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: FW: we discussed and the folllowinhg scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

Please look at 11 38 am email from Skaller as to their wanting expert presence at certain times on the job.

From: David Skaller

Date: Monday, December 21, 2020 at 11:41 AM

To: Margaret Sandercock

Subject: RE: we discussed and the folllowinhg scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

OK. This is what our expert believes is the best way of doing it so that there can be no confusion and there is not double work with having to go back after the fact to perform any work.

From: Margaret Sandercock

Sent: Monday, December 21, 2020 11:40 AM

To: David Skaller

Subject: Re: we discussed and the folllowinhg scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

I nave no objection as long as our client doesn't object to cost.

From: David Skaller

Date: Monday, December 21, 2020 at 11:38 AM

To: Margaret Sandercock

Subject: RE: we discussed and the folllowinhg scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

You are not an idiot but there are comments in the right margin. I can send what you sent to me and the comments were there.

We want each sides experts present when my client bids out the work so that the experts can be present to go over the work with the contractor so that nothing is lost in the translation. We also want both sides experts present on the 1st day of the work being done (not the day the contractor sets up but actually commences the work) so that the experts can be there for the probe cuts to see if after the cuts are made that the scope of work increases and have them present on the last day as well. We do not want your client present during any of this except to allow access and then leave.

We have to bid out the work and once we accept a bid, we will schedule the work to commence so it will depend on when the contractor is available to start the work and the availability of our experts being present for the 1st and last day of the work.

From: Margaret Sandercock

Sent: Monday, December 21, 2020 11:32 AM

To: David Skaller

Subject: Re: we discussed and the folllowinhg scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

Perhaps I am an idiot but I don't see comments.

Is it part of our understanding that when the work agreed to is done, we will have enough time to conduct testing and can request further work if the testing does not come out well?

When is it envisioned that the work will be done, if we are in agreement about its scope?

From: David Skaller

Date: Monday, December 21, 2020 at 11:29 AM

To: Margaret Sandercock

Subject: RE: we discussed and the folllowinhg scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

I spoke with our expert and the comments that he provided to the report appear in the right margin of the report. He believes that Ed agreed with his comments. If this is true, then we agree with the contents of the report with the comments being agreed to by Ed. We can discuss the logistics of where we go from here tomorrow on our appearance with the court.

From: Margaret Sandercock

Sent: Friday, December 18, 2020 8:30 PM

To: David Skaller

Subject: FW: we discussed and the folllowinhg scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

According to my expert, with whom I checked after 5 pm today, your expert has agreed to this scope.

From: Edward Olmsted

Date: Friday, December 18, 2020 at 3:02 PM

To: Margaret Sandercock

Subject: we discussed and the folllowinhg scope and work procedure is attached. I also sent to Jack Glass and

if he has any other comments I will let you know

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[Body truncated at extraction limit]

Date: Dec 21, 2020 11:23 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: FW: we discussed and the following scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

I just got home and reviewed the report and the email threads, including Skaller's 11:38. Below are my comments:

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- The West Wall in the Living Area is made of brick that was cited in ALC's initial report to have excessive levels of moisture. This wall should be tested and/or properly sealed and capped with drywall.

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-This should include both the HVAC system for the studios as well and the Heating Unit in the Living room. The duct system for the HVAC system for the studios is made up of insulated flex-duct and needs to be removed and I need to be compensated for it.

- The Existing Wooden Doors and Door Frames have been warped due to the flood damage and will not close properly. This needs to be addressed and I need to be compensated for them. ALC made note of the damage to the doors in their initial report but there is no mention of mitigation/removal. This needs to be addressed.

The steel fire door at the entrance is damaged as well. When Marty had the bottom 2.5' of drywall removed (immediately) after the flood occurred, and let it sit like that for some time, the wall settled and bent the door frame. My deadbolt which is my only lock, doesn't lock from the outside without some ridiculous effort and most of the time it is not possible to lock it from the inside, by twisting the knob on the backside of the deadbolt. As we are trying to get Marty to agree to moving that entrance door in the new layout it would be good to establish that the door is damaged and needs to be replaced, or fixed, but replacing it would probably be easier and have comparable cost. When Marty's insurance adjusters came in, they made note of it and said it would be addressed but there is no mention of it.

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..As you are aware, my Goal is to have the existing structures in the loft completely demolished so I have a clean slate for the rebuild. I would like to get as much of the demo in the scope of work so that Marty "owns" what is getting removed so we can sue for damages and/or use it to leverage a settlement when it comes to compensation for the existing structures. As important, is having a clean slate to do the rebuild.

Thanks. I have a very busy work schedule until Christmas Eve. I will do my best to be in touch.

Thank you.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Friday, December 18, 2020 8:29 PM, Margaret Sandercock wrote:

Apparently this was agreed to by the landlord expert. One issue is that Marty interferes with the expert's work.

[Body truncated at extraction limit]

Date: Dec 21, 2020 06:38 PM

From: "Edward Olmsted" <olmsted.mac@mac.com>

To: "Margaret B. Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: we discussed and the following scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

Hi Margaret

Sorry for the delay - Been working in Rochester and could not get to a computer all day

I have fine with the comments in the scope

I can make the edits if needed

As for the clearance sampling comment I suggest the following

Pen-asp levels that are over 500 fs/m3 above outdoor background
Stachybotrys and Cheatomium at over 100 fs/m3 over outdoor background

Best Regards

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

On Dec 21, 2020, at 11:44 AM, Margaret Sandercock wrote:

Please note that there is a court conference tomorrow at 10 am. So I need to hear from you today about the comments on this report. I am also going to send you something else you have to review, they want the experts present for some phases of the work. I also need to know about that today.

From: David Skaller
Date: Monday, December 21, 2020 at 11:40 AM
To: Margaret Sandercock
Subject: FW: we discussed and the folllowinhg scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

This is what you sent to me which has the comments in the right margin. Our expert believes that Ed agreed with his comments. You can confirm this with Ed.

From: Margaret Sandercock
Sent: Friday, December 18, 2020 8:30 PM
To: David Skaller
Subject: FW: we discussed and the folllowinhg scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

According to my expert, with whom I checked after 5 pm today, your expert has agreed to this scope.

From: Edward Olmsted
Date: Friday, December 18, 2020 at 3:02 PM
To: Margaret Sandercock
Subject: we discussed and the folllowinhg scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

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Date: Dec 21, 2020 11:41 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted"

<olmsted.mac@mac.com>

Subject: Re: we discussed and the following scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

I am sorry but I was expecting based on what Ed said, that the scope of work would be acceptable to Christian. We have like 5 min. with the judge tomorrow. If this is not resolved, we will get another 5 min. in 6 weeks or so. I really cannot deal with all this between now and tomorrow. And more important, the court will never want to deal in this detail.

My recommendation is to accept the scope of work agreed on by Ed and the landlord expert and then test afterwards, the scope agrees to further remediation depending on test results after the work.

I know everyone is busy but I do need to know whether for now I can accept this scope of work before 10 am tomorrow. If not, the reality is that the judge could care less because that court doesn't go into this level of detail.

By the way, as you know I plan to try to get the layout you want to be agreed to by the landlord but there are no guarantees, and I am doubtful they will let you do your own work - they don't have to. This Court does not have any interest in you getting any particular layout, only in getting mold remediation going.

The landlord attorney is very much opposed to the phases of work where he wants experts present, being done without the experts present. In fact it is probably lucky that they will allow this degree of input. It is possible we would be able to get the cost of your experts back with a Supreme Court case. As you know, I don't think the landlord is taking you seriously and that situation might be helped by bringing the Supreme Court case sooner than at first planned, but I didn't think you liked that idea much.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, December 21, 2020 at 6:23 PM

To: Margaret Sandercock , Edward Olmsted

Subject: Re: FW: we discussed and the following scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

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I would like to have that wall removed either way, this could be a way to get it done. If we are free to demo it for the new layout, approved by Neratoff, then maybe paying for the test, if I have to, will not be worth it.

-There is no mention of the East wall in the bathroom, which makes up the West wall of the Washer/Dryer alcove. This should be dealt with as well. They are testing the South Wall of the W/D Alcove why are they not testing the West

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deadbolt which is my only lock, doesn't lock from the outside with

[Body truncated at extraction limit]

Date: Dec 22, 2020 12:03 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: we discussed and the following scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

Ed agrees with me.

From: Christian Gray

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: we discussed and the following scope and work procedure is attached. I also sent to Jack Glass and if he has any other comments I will let you know

I'm open to the idea of bringing the Supreme Court case sooner if you think that is the way to go. What are the benefits and drawbacks. I don't remember why I didn't like the idea that much. My financial situation, perhaps. I thought that Adam was doing prep for it, the last time we spoke about.

As far as strategy with the HP case is concerned, I'll go with what you are advising. There are just unresolved issues that maybe Ed can address with ALC and Jack, when they meet or talk re: the issues that I brought up in my previous email.

The wood stud issue should be mentioned as Alex has stated that they cannot be rebuilt on. However this gets done...

Sent from ProtonMail Mobile

On Mon, Dec 21, 2020 at 18:41, Margaret Sandercock wrote:

I am sorry but I was expecting based on what Ed said, that the scope of work would be acceptable to Christian. We have like 5 min. with the judge tomorrow. If this is not resolved, we will get another 5 min. in 6 weeks or so. I really cannot deal with all this between now and tomorrow. And more important, the court will never want to deal in this detail.

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[Body truncated at extraction limit]

Date: Dec 22, 2020 10:51 AM

From: "Margaret B. Sandercock" <mbsandercock@optonline.net>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Update on court today

We have a control date to speak with the judge again at 10 am Jan. 22.

The landlord will get from its expert 3 remediation companies from whom to get bids. I have asked if at all possible, the bids be done the same day. Both experts are supposed to be there and Chris is to be there to open the door and then leave. The landlord will not be there. I expect there to be a written agreement when we know what company is chosen to do the work committing to a timeframe to start and to complete. There will be time after completion for lab testing.

The experts are also to be there on the start date of the work, for the probes, and on the completion date. Ed, I assume you can digest the points from Christian's email of yesterday concerning where he thought the scope of work would be broader and when you are at the project, especially the probes day, you may be able to increase the scope.

Ed: I do not know yet if they want you to add to the scope of work the comments of the owner's expert. I do not know yet whether they agree to your completion standards.

Date: Dec 23, 2020 10:16 AM

From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: 226 Franklin St Unit plans

Final Unit plans, for release if they can be used before the holidays, or final comments.

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

Virus-free. www.avast.com

Date: Dec 28, 2020 11:25 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Legalization of your unit

I think there may be a misunderstanding about legalization work in your unit. The purpose of this is to ensure your safety and not to make the place nicer for you. In fact, most Loft Law landlords do not want to make the place nicer in case you stay forever. The landlord is only required to do minimum legalization and is not required to do anything extra. I mention this because Neratoff says you want to have a sauna and other things that are not minimum legalization. If I were to ask for these things, there is no chance the landlord would be agreeable to doing the work you ask for and any chance of further discussions would end.

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Date: Dec 29, 2020 01:41 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: "The owner showed willingness to a redesign"

I believe that is BS. I believe he said it, but not that he meant it. You need to agree with something Alex can draw for you that is MINIMUM LEGALIZATION. Also, I am told your group is behind in paying

Alex, which interferes with his ability to give you his focus as he needs reliably paying work to pay his bills. Alex showed me an email from you kind of objecting to his work that did not make me happy. He did not experience it well and I understand why.

Apparently Kate did not get back to Alex on time, and he had to draw 2 different things for her unit, which will drive her bill up. Just trying to point out why bills are what they are.

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Date: Dec 29, 2020 04:36 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: "The owner showed willingness to a redesign"

I just texted Kate to cut a check to Alex. We were waiting for Phil and Theo's payment for their TA dues to cover Alex's invoice. I thought that she had already done it.

I don't know what email you're referring to in regards to Alex. We went with a design that Alex suggested that I made minor tweaks to.

The landlord said he was amenable to a redesign, on multiple occasions. I will hold him to that until he tells you otherwise. Alex told me we couldn't do the two layouts that I presented to him, maybe my response to that news is the email that you were referring to. The design Alex came up with and drew is very similar to the original layout. I will come out of pocket for any additional expenses that are outlined in the drawing, that Marty is unwilling to cover, ie the sauna, the shower (Alex's idea, and one that I really like), the additional window (that Alex says is required), moving the door to the common hallway, etc..

Please do your best to have Marty approve the drawing that Alex has submitted.

Thank you.

Sent from ProtonMail Mobile

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To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: "The owner showed willingness to a redesign"

I don't think you're hearing me. If I suggest a sauna, it will curtail all conversation.

Also, as regards Kate, I was suggesting that all of you would benefit by getting back to us quickly when we contact you.

Sent from my iPhone

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Sent from ProtonMail Mobile

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Date: Dec 29, 2020 07:12 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: "The owner showed willingness to a redesign"

I don't understand why it would curtail a conversation, but that's on me. I have a phone call with Alex at 3:30pm to figure it out.

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Sent from my iPhone

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Date: Dec 29, 2020 07:34 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: "The owner showed willingness to a redesign"

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Your group did not get your prior architect to complete negotiation on your plans. It is really too late to ask for changes and the only good strategy is to make your requests small.

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Date: Dec 29, 2020 09:13 PM

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: "The owner showed willingness to a redesign"

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If it comes down to it, the sauna is a room with an outlet in it.

I'm going to be away from my phone now. I'll check in when I can but Alex and I are on the same page and he said that I don't need to be on the phone call with you.

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Date: Dec 29, 2020 09:19 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: "The owner showed willingness to a redesign"

I will delay all work for everyone till after Jan. 2 when I can speak with you. I don't want to request work the landlord won't agree to as it's harmful to you and everyone else. There are overall things about this process you don't understand which takes on greater importance as you are also head of the group. Honestly, it's not up to Neratoff whether I need to speak to you, it's up to me.

I'll calendar this to remind you we have to speak on or after Jan.3.

Sent from my iPhone

On Dec 29, 2020, at 4:13 PM, Christian Gray wrote:

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Date: Dec 30, 2020 03:23 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "'Margaret Sandercock'" <mbs@goodfarblaw.com>

Cc: "'Christian Gray'" <christiangray3@protonmail.com>, "'David May'" <davidmortimermay@gmail.com>, "'Kathryn Downie'" <downiekathryn@hotmail.com>

Subject: 226 Franklin Written Summary

This is the explanatory memo to accompany the revised plans, hopefully selling them to the owner as a minimal-extra cost option. Please review, unless Margret has to submit this right away.

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

Virus-free. www.avast.com

Date: Dec 30, 2020 08:48 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Alexandr Neratoff" <alexandr@neratoff.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>, "David May"
<davidmortimermay@gmail.com>, "Kathryn Downie"
<downiekathryn@hotmail.com>

Subject: Re: 226 Franklin Written Summary

I am not submitting anything till Jan. 3 or later.

From:
Alexandr Neratoff

Date: Wednesday, December 30, 2020 at 3:23 PM

To: Margaret Sandercock

Cc: 'Christian Gray' , 'David May' , 'Kathryn Downie'

Subject: 226 Franklin Written Summary

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Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

Neratoff.com

Virus-free.

www.avast.com

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Date: Jan 04, 2021 04:30 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Checking in about time for a phone conference

As I mentioned before, because you were not available last week to discuss the extent of changes you would ask for regarding your own unit, I have taken a break from working on your building and trying to get your floorplans approved. Please let me know when you are available to speak. Afternoons are preferable as we have court conferences in the mornings, and tomorrow or Weds. are better than later in the week.

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Date: Jan 04, 2021 04:39 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: 226 Franklin--Landlord's Reply to Answer

I thought it would be useful for you to see what kind of ambiance I am working in. Please take a look at this reply regarding the Hubbard unit.

From: Elizabeth Sandercock

Date: Monday, January 4, 2021 at 11:33 AM

To: Margaret Sandercock

Subject: 226 Franklin--Landlord's Reply to Answer

—

Elizabeth Sandercock, Esq.

Goodfarb & Sandercock, LLP

110 E. 59th Street, 22nd Floor

New York, NY 10022

Tel: (212) 509-0440

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Date: Jan 05, 2021 06:47 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Checking in about time for a phone conference

Happy New Year! I hope you, Adam, and your family and loved ones are well.

I am back in town and can take a call at your convenience. Please let me know what works best for you.

I read the email and attachment regarding the Hubbard/Lockhart unit. I can see the ambiance that you are

working in. It is challenging, to say the least.

Thank you for your work.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Monday, January 4, 2021 11:30 AM, Margaret Sandercock wrote:

As I mentioned before, because you were not available last week to discuss the extent of changes you would ask for regarding your own unit, I have taken a break from working on your building and trying to get your floorplans approved. Please let me know when you are available to speak. Afternoons are preferable as we have court conferences in the mornings, and tomorrow or Weds. are better than later in the week.

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Date: Jan 05, 2021 06:49 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Checking in about time for a phone conference

Does tomorrow afternoon work for you? I can do it just about any time.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, January 5, 2021 at 1:48 PM

To: Margaret Sandercock

Subject: Re: Checking in about time for a phone conference

Happy New Year! I hope you, Adam, and your family and loved ones are well.

I am back in town and can take a call at your convenience. Please let me know what works best for you.

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From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Checking in about time for a phone conference

How does 1pm work for you? I can plan for later in the afternoon if that works better for you.

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Subject: Re: Checking in about time for a phone conference

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I am back in town and can take a call at your convenience. Please let me know what works best for you.

I read the email and attachment regarding the Hubbard/Lockhart unit. I can see the ambience that you are working in. It is challenging, to say the least.

Thank you for your work.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Monday, January 4, 2021 11:30 AM, Margaret Sandercock wrote:

As I mentioned before, because you were not available last week to discuss the extent of changes you would ask for regarding your own unit, I have taken a break from working on your building and trying to get your floorplans approved. Please let me know when you are available to speak. Afternoons are preferable as we have court conferences in the mornings, and tomorrow or Weds. are better than later in the week.

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Date: Jan 05, 2021 06:55 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Checking in about time for a phone conference

1pm sounds fine. You can call me at the office, 212 509 0440.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, January 5, 2021 at 1:55 PM

To: Margaret Sandercock

Subject: Re: Checking in about time for a phone conference

How does 1pm work for you? I can plan for later in the afternoon if that works better for you.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Tuesday, January 5, 2021 1:49 PM, Margaret Sandercock wrote:

Does tomorrow afternoon work for you? I can do it just about any time.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, January 5, 2021 at 1:48 PM

To: Margaret Sandercock

Subject: Re: Checking in about time for a phone conference

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Date: Jan 05, 2021 06:56 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Checking in about time for a phone conference

I'll call you at the office at 1pm. Thank you.

Sent with ProtonMail Secure Email.

----- Original Message -----

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To: Margaret Sandercock
Subject: Re: Checking in about time for a phone conference

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----- Original Message -----

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Date: Tuesday, January 5, 2021 at 1:48 PM
To: Margaret Sandercock

Subject: Re: Checking in about time for a phone conference

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Date: Jan 05, 2021 07:03 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

January 05, 2021 - 2:02 PM

\$168.75

full transaction receipt

View the Privacy Policies for
Clover

Date: Jan 05, 2021 02:20 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>
Subject: 226 Franklin Unit G-021

Margaret

Some updates and corrections on the G-021 plan, mostly with ventilation and window issues.

Christian, I do not have any experience with the Movin Cool system so I left it open ended if we could use it or not.

Alex

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

Virus-free. www.avast.com

Date: Jan 06, 2021 06:47 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted"
<olmsted.mac@mac.com>
Subject: Quick update

Jack Glass of ALC and his family have covid. That is why we have not heard about a date for the bidding.

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Date: Jan 06, 2021 06:51 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: Re: Quick update

I'm sorry to hear. I'm sending prayers for him and his family.

Thank you for the update.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Wednesday, January 6, 2021 1:47 PM, Margaret Sandercock wrote:

Jack Glass of ALC and his family have covid. That is why we have not heard about a date for the bidding.

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Date: Jan 06, 2021 09:00 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "philhub" <philhub@protonmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Nagging questions

I had nothing whatever to do with that determination. I assume that previous TA members paid for things or services that will benefit you, but I don't know if that is correct or how the number was decided. In the future, the TA pays for things that are done as a group but work attributable to your individual unit is your responsibility to pay for.

I am expected to represent you as a TA member on individual matters if you want me to, and assuming the legal position you are taking is not frivolous. That is the reason I am handling the access notice case.

From: philhub

Reply-To: philhub

Date: Wednesday, January 6, 2021 at 3:44 PM

To: Margaret Sandercock

Subject: Nagging questions

Hello Margaret:

Happy New Year!

Your advice is needed here:

Can you explain why Unit G12 has to pay the \$3300 up front to join the 226 Franklin TA?

What does the Tenants Association do for Unit G12 with this money exactly?

How is it relevant or beneficial for Unit G12 to pay the TA \$3,300 at this point in time? The only explanation so far is that other members had to pay a lot in the past. To a degree that is water under the dam and a negative argument. Right now G12 is paying lawyer and architect fees separately and without help from the TA.

What is the TA going to be doing for Unit G12 from now and into the future?

Sent with ProtonMail Secure Email.

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Date: Jan 06, 2021 09:44 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Nagging questions

Phil,

The reasoning behind the the \$3300 was clearly explained to you before you agreed to the terms and committed to becoming a part of the TA, which, in my opinion, you and Theo should have done from the start. That is water under the dam. The other members of the TA have paid much more than that , as individual units, to get to where we are. I already broke all of this down to you, both verbally and in writing. This was your choice to join the TA. You were made fully aware of the terms and conditions, and you agreed to them.

Because of your commitment to joining the TA, Margaret and Alexander have taken on working with and representing G12 now and in the future. They would have not accepted G12 as a client if were not part of the TA, that was made very clear to me from the start. They have been working on G12's behalf for months now, and have made working on G12 a priority, when all of the units in the TA need their attention. The TA agreed to break your dues down into installments, to make the financial burden more manageable, and those installments should have been paid in full by now. This money goes towards covering the invoices from Margaret and Alex that pertain specifically to the issues that affect the group as a whole. You are responsible, like the rest of the members in the TA, as per our agreement that we made with each other as well as with Margaret and Alex, that we are each responsible for the costs of services that directly relate to our individual units. Gratitude to Margaret and Alex for using their professional discretion to break the billing down in this way so that it makes the process more manageable for the members of the TA, especially those who deal with admin and accounting. All of this takes time and we are all busy, on top of navigating these unprecedented and challenging times.

Right

now G21 (me) is paying lawyer and architect fees separately and without help from the TA.

That is the agreement that I, you, and every other member of the TA has agreed to.

As far as what the TA is going to do for G12 now and in the future...you will be represented by Margaret and Alex and any other professional that we, as a group, vote to employ on behalf of our group interests and goals. If you would like to not be a part of the TA, please let me know and we will make arrangements accordingly and you will no longer be represented by Margaret and Alex. I hope that you stay with the group because I think that it's in your best interest and there is strength in a unified whole that is comprised of diverse individuals, aligned with truth and common goals...and pooled resources. I want the best for you and Theo. You guys have been my neighbors for years and I enjoy our friendship and it's contribution to the community. I am doing my best to help you. Margaret and Alex are doing their best to help you.

Please let us know how you would like to proceed.

Thank you,

Christian Gray

Sent with ProtonMail Secure Email.

----- Original Message -----

On Wednesday, January 6, 2021 4:00 PM, Margaret Sandercock wrote:

I had nothing whatever to do with that determination. I assume that previous TA members paid for things or services that will benefit you, but I don't know if that is correct or how the number was decided. In the future, the TA pays for things that are done as a group but work attributable to your individual unit is your responsibility to pay for.

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[Body truncated at extraction limit]

Date: Jan 06, 2021 09:47 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Phil...

My apologies that you have to deal with correspondence/energy like that from Phil. Thank you very much for bringing it to my attention. I am doing my best to mitigate his poor choices.

Sent with ProtonMail Secure Email.

Date: Jan 07, 2021 02:29 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Fwd: Chris Gray

This is Ed's answer about the studs.

Sent from my iPhone

Begin forwarded message:

From: Edward Olmsted

Date: January 7, 2021 at 2:27:21 AM EST

To: Margaret Sandercock

Subject: Re: Chris Gray

Hi Margaret

Its standard in the mold abatement industry to clean wood studs and framing. Taking down framing will result in demolition of the building in many cases and we dont do that

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

On Jan 6, 2021, at 1:58 PM, Margaret Sandercock wrote:

As you are probably aware, we are involved with various litigation for Chris. We spoke today about the upcoming Loft Law c/o work that has to be organized for his unit and an issue came up that relates to the mold case that you and I are working on.

The present scope of work does not call for the replacement of studs, just that they should be cleaned. The legalization architect has been to the space and says they have to be removed and replaced. Some are made of wood and in particular this cannot be cleaned satisfactorily. In the worst case, Chris is prepared to pay for this, but the thought is displeasing because the landlord is responsible for how bad this situation got by deciding not to hire anyone for cleanup for 6 or more weeks after the flood.

Chris and I are trying to figure out how to make sure the studs are removed and replaced. Do you think that when you are present for the bidding and the first day of work, you can get this added to the scope? If not, I have to go to the owner's lawyer and say we want them replaced and will pay for it.

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Date: Jan 07, 2021 02:31 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Chris Gray

Our architect says they should be replaced.

Sent from my iPhone

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This is Ed's answer about the studs.

Sent from my iPhone

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Date: Jan 07, 2021 05:11 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Edward Olmsted" <olmsted.mac@mac.com>, "Christian Gray"
<christiangray3@protonmail.com>

Subject: Proposed appointment for bids

Next Thurs. at 2 pm. Is that possible for both of you? Chris can only open the door and leave.

Sent from my iPhone

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Date: Jan 07, 2021 05:12 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Edward Olmsted"
<olmsted.mac@mac.com>

Subject: Re: Proposed appointment for bids

Yes that works for me.

Sent from ProtonMail Mobile

On Thu, Jan 7, 2021 at 12:11, Margaret Sandercock wrote:
Next Thurs. at 2 pm. Is that possible for both of you? Chris can only open the door and leave.

Sent from my iPhone

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Date: Jan 07, 2021 09:15 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Edward Olmsted" <olmsted.mac@mac.com>, "Christian Gray"
<christiangray3@protonmail.com>

Subject: =?utf-8?q?Bidding_at_Chris=E2=80=99_unit?=-

If you cannot confirm next Thurs., I was asked to find out your availability the following week.

Sent from my iPhone

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Date: Jan 07, 2021 10:32 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Edward Olmsted" <olmsted.mac@mac.com>, "Christian Gray"
<christiangray3@protonmail.com>
Subject: =?utf-8?q?Re: Bidding_at_Chris=E2=80=99_unit?=-

Chris, are you available Jan. 15?

Sent from my iPhone

On Jan 7, 2021, at 5:04 PM, Edward Olmsted wrote:

Friday Jan 15

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

On Jan 7, 2021, at 4:15 PM, Margaret Sandercock wrote:

If you cannot confirm next Thurs., I was asked to find out your availability the following week.

Sent from my iPhone

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Date: Jan 07, 2021 11:09 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: =?utf-8?q?Re: Bidding_at_Chris=E2=80=99_unit?=-

Yes.

Sent from ProtonMail Mobile

On Thu, Jan 7, 2021 at 17:32, Margaret Sandercock wrote:

Chris, are you available Jan. 15?

Sent from my iPhone

On Jan 7, 2021, at 5:04 PM, Edward Olmsted wrote:

Friday Jan 15

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

On Jan 7, 2021, at 4:15 PM, Margaret Sandercock wrote:

If you cannot confirm next Thurs., I was asked to find out your availability the following week.

Sent from my iPhone

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Date: Jan 08, 2021 12:03 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Fwd: Access

Please comment on these dates.

Sent from my iPhone

Begin forwarded message:

From: David Skaller

Date: January 7, 2021 at 6:57:30 PM EST

To: Margaret Sandercock

Subject: RE: Access

Below is from my expert. Let me know what works for your client and Ed and we will then reach out to the remediation companies.

I have marked 1/14 at 2pm;

The 13th I can clear; or Jan 18th, and 19th is open

From: Margaret Sandercock

Sent: Thursday, January 7, 2021 6:20 PM

To: David Skaller

Subject: Re: Access

I think any time. 8 am would not be good as Ed lives in Garrison, but any reasonable time.

Sent from my iPhone

On Jan 7, 2021, at 6:12 PM, David Skaller wrote:

What time(s)?

From: Margaret Sandercock

Sent: Thursday, January 7, 2021 6:11 PM

To: David Skaller

Subject: Re: Access

Ed and Chris are both available 1/15.

Sent from my iPhone

On Jan 7, 2021, at 4:14 PM, Margaret Sandercock wrote:

Yes

Sent from my iPhone

On Jan 7, 2021, at 4:05 PM, David Skaller wrote:

Can you ask Ed his availability the following week?

David Skaller

Partner

Belkin - Burden - Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel: 212-867-4466 (Ext. 316)

Fax: 212-297-1859

E-mail: dskaller@bbgllp.com

Web: www.bbgllp.com

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Date: Jan 08, 2021 02:59 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Bidding for Chris' unit

How about Jan. 18 or 19? There is a contractor who is bidding who cannot attend on Jan. 15.

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Date: Jan 08, 2021 04:45 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Bidding for Chris' unit

Either day works for me.

Sent from ProtonMail Mobile

On Fri, Jan 8, 2021 at 09:59, Margaret Sandercock wrote:

How about Jan. 18 or 19? There is a contractor who is bidding who cannot attend on Jan. 15.

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Date: Jan 08, 2021 05:17 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Bidding for Chris' unit

Ed, Alex Neratoff, the architect representing the TA said to reach out to him if you need any further clarification of his opinion on not reusing of the wooden studs.

Here is his email:
alexandr@neratoff.com

Thank you.

Sent from ProtonMail Mobile

On Fri, Jan 8, 2021 at 09:59, Margaret Sandercock wrote:

How about Jan. 18 or 19? There is a contractor who is bidding who cannot attend on Jan. 15.

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Date: Jan 08, 2021 05:28 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@me.com>

Subject: Re: Bidding for Chris' unit

ED, please read below. This issue is really important to Chris. He really does want the studs removed and replaced. There are only 2 ways to do that: either your advocacy at the time of the bidding, or by my speaking to the landlord lawyer and saying Chris really wants this done, in which event he will have to pay for it.

From:

Christian Gray

Date: Friday, January 8, 2021 at 12:17 PM

To: Margaret Sandercock

Subject: Re: Bidding for Chris' unit

Ed, Alex Neratoff, the architect representing the TA said to reach out to him if you need any further clarification of his opinion on not reusing of the wooden studs.

Here is his email:

alexandr@neratoff.com

Thank you.

Sent from ProtonMail Mobile

On Fri, Jan 8, 2021 at 09:59, Margaret Sandercock wrote:

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Date: Jan 08, 2021 11:34 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: FW: removal of the studs

FYI, he is being very "by the book".

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

From: Alexandr Neratoff [mailto:alexandr@neratoff.com]

Sent: Friday, January 8, 2021 11:33 PM

To: 'Edward Olmsted'

Subject: RE: removal of the studs

Hi Ed

I gather no one has examined the studs in this unit, as they are still concealed: they have been concealed and encased by wet and moldy gypsum board for many months now, which is most probably longer than the industry standard that you are basing your statements on. So wouldn't it be prudent to state that the studs

would have to be tested once exposed, and in case mold is detected on their surface or absorbed in the end grain touching the floor, the studs would have to be cleaned and treated by all the methods you described. In the same vein, until the studs area exposed, one would not be able to determine if the studs are straight or have become warped. Based on these two conditions, one cannot make any definitive statement at this time about the preservation of these studs.

Considering the studs frame non-load-bearing partitions, will the cost of cleaning and treating them be less than the cost of replacing them? There might be an argument for removal on a simple cost basis: these are simple non-load bearing studs for non-fire-rated interior partitions, and their cost is low. Of course if they are warped, replacement is non-negotiable.

Thank you for your consideration!

Alexandr

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

From: Edward Olmsted [mailto:olmsted.mac@mac.com]
Sent: Friday, January 8, 2021 5:16 PM
To: alexandr@neratoff.com
Subject: removal of the studs

Hi This is Ed Olmsted

I am the industrial hygienist working on Christian Gray mold abatement project. Margaret Sandercock asked me to reach out to you on the demolition project. I understand you have advised that the framing and studs must be removed because of mold growth. Currently I don't know that there is mold growth on the studs inside the walls. There is barely any visible mold growth and I think we have achieved a lot with the owners expert agreeing to remove all the dry wall and insulation. More importantly the standard in the industry is to clean the studs. The professional guidelines covering mold abatement are published by the American National Standards Institute (ANSI) / Institute for Inspection Cleaning and Restoration. (IICRC) standard S 520 "Standard for Professional Mold Remediation" (third edition 2015). ANSI/IICRC S520.

A quote from page 46 of the ANSI/IICRC 2015 mold guides is as follows:

12.2.6 Demolition and Surface Cleaning

Remediating building materials that are Condition 3 depends upon the materials' porosity and susceptibility. Porous building materials (e.g., drywall, insulation, and ceiling tiles) that are Condition 3 should be removed and discarded. Other materials that are semi-porous (e.g., wood studs) can be HEPA-vacuumed and cleaned.

Condition 3 means have actual mold growth. As you can see ANSI/IICRC calls for cleaning it. I have worked on over 1000 mold abatement projects and we clean framing and studs that are stable and not rotted and sometimes coat with a biocide containing encapsulant. The ANSI/IICRC standard is one of the most accepted criteria for mold abatement. I cant win an argument about removing the studs as a standard practice in the mold abatement industry. Sometimes we can have framing removed if it is rotted but I have not seen any evidence of rotting framing. I m sorry about this but I dont see any chance of getting the framing demolished because it has mold growth.

If you would like to discuss further I can be reached on my cell indicated below.

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

Virus-free. www.avast.com

Date: Jan 09, 2021 04:40 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Alexandr Neratoff" <alexandr@neratoff.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: removal of the studs

I have to tell you that the landlord bar thinks Ed Olmsted is very tenant friendly concerning mold remediation. I guess I should say they think he is extreme. And he has the best qualifications of anyone who is a mold expert practicing in NYC. I am not saying he is right in this instance but only that I would exercise great caution in saying he is wrong here.

From:

Alexandr Neratoff

Date: Friday, January 8, 2021 at 11:35 PM

To: 'Christian Gray'

Cc: Margaret Sandercock

Subject: FW: removal of the studs

FYI, he is being very "by the book".

Alexandr Neratoff Architect

57 Prince Street, 2 Floor

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212 431 0011

Neratoff.com

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Alexandr

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212 431 0011

Neratoff.com

From: Edward Olmsted [mailto:olmsted.mac@mac.com]

Sent: Friday, January 8, 2021 5:16 PM

To: alexandr@neratoff.com

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[Body truncated at extraction limit]

Date: Jan 08, 2021 11:50 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "'Margaret Sandercock'" <mbs@goodfarblaw.com>, "'Christian Gray'" <christiangray3@protonmail.com>

Subject: RE: removal of the studs

I did not say he was wrong. His opinion was based on industry standards and all I suggested he do is to qualify his assessment to be clear that the studs have not been examined, and the if mold is present, they would have to be treated or replaced - and if they are warped, replacement would be the only choice.

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

From: Margaret Sandercock [mailto:mbs@goodfarblaw.com]
Sent: Friday, January 8, 2021 11:40 PM
To: Alexandr Neratoff ; 'Christian Gray'
Subject: Re: removal of the studs

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Cc: Margaret Sandercock
Subject: FW: removal of the studs
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Alexandr

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If you would like to discuss further I can be reached

[Body truncated at extraction limit]

Date: Jan 10, 2021 02:42 PM

From: "Edward Olmsted" <olmsted.mac@mac.com>
To: "Margaret B. Sandercock" <mbs@goodfarblaw.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>
Subject: =?utf-8?q?Re: Bidding_at_Chris=E2=80=99_unit?=>

I moved my scheduled deposition so I can make it Thursday Jan 14. Let the contractor know and will keep it on Thursday - I can make it any time

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

On Jan 7, 2021, at 5:32 PM, Margaret Sandercock wrote:

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Friday Jan 15

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olmsted.mac@mac.com

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cell 914 318 2686

fax 845 424 3482

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Date: Jan 10, 2021 07:44 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "alexandr@neratoff.com" <alexandr@neratoff.com>

Subject: Replacement of studs in Christian's loft

Ed Olmsted emailed me separately about this issue. He feels uncomfortable advocating for new studs because it is very very unusual, he says. He indicated that the last 100 mold consultations he has done have not involved replacement, but rather cleaning and re use.

I have done a lot of mold cases, and Ed is the best there is in the NYC area. He charges a third of what far less qualified people charge, people who in fact don't want to testify or aren't qualified to do so. Owners think he is very pro tenant. To sum up, there is no way to replace him, and I don't want to make him advocate for something he does not agree with.

The solution I feel this leaves us with is my going to the landlord lawyer and telling him you want this done and your architect has advised it and that you are willing to pay for it.

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Date: Jan 10, 2021 07:46 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: =?utf-8?q?Re:_Bidding_at_Chris=E2=80=99_unit?=>

Jan. 14 was not the day they asked for. They asked for Jan. 15. But Jan. 15 is no longer a good day because one of the bidders is unavailable.

The only dates under consideration now are Jan. 19 and 20.

From:

Edward Olmsted

Date: Sunday, January 10, 2021 at 2:43 PM

To: Margaret Sandercock

Cc: Christian Gray

Subject: Re: Bidding at Chris' unit

I moved my scheduled deposition so I can make it Thursday Jan 14. Let the contractor know and will keep it on Thursday - I can make it any time

Edward Olmsted

olmsted.mac@mac.com

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phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

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Sent from my iPhone

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Friday Jan 15

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Date: Jan 10, 2021 07:54 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Replacement of studs in Christian's loft

Ok, I understand. I am will to pay for it as it is essential that this is done to rebuild the modified layout.

Maybe you can get Marty and Co. to agree to put the money that they would have spent cleaning them towards the amount of money that it will cost to remove and replacing them, that I will pay the balance of. Either way, I need them removed and the new framing done to the new layout schematics, and I am willing to pay for it.

I called, texted, and emailed Marty regarding his approval of the new layout. I will forward you the email thread. Basically, he said he is going to send it to his architect and layers for review and he will get back to me.

Sent from ProtonMail Mobile

On Sun, Jan 10, 2021 at 14:44, Margaret Sandercock wrote:

Ed Olmsted emailed me separately about this issue. He feels uncomfortable advocating for new studs because it is very very unusual, he says. He indicated that the last 100 mold consultations he has done have not involved replacement, but rather cleaning and re use.

I have done a lot of mold cases, and Ed is the best there is in the NYC area. He charges a third of what far less qualified people charge, people who in fact don't want to testify or aren't qualified to do so. Owners think he is very pro tenant. To sum up, there is no way to replace him, and I don't want to make him advocate for something he does not agree with.

The solution I feel this leaves us with is my going to the landlord lawyer and telling him you want this done and your architect has advised it and that you are willing to pay for it.

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From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Fwd: Re: Proposed G21 Layout (Marty)

Below is the thread:

Sent from ProtonMail Mobile

----- Forwarded message -----

From: American Package

Date: On Sat, Jan 9, 2021 at 11:22

Subject: Fwd: Re: Proposed G21 Layout

To: Christian Gray

Cc:

Hello Chris

Happy New Year to you as well

I have received your email and will discuss it with our architect and attorney and reply to you.

The first step is to get the remediation evaluated and completed

Hopefully we will be able to get the estimators to review the loft on January 18 or 19

Stay safe and well

Martin C Kofman

American Package Company

718 389 4444

Cellular 516 524 2244

On 9 Jan 2021, at 4:07 AM, Christian Gray wrote:

Shalom Marty,

Happy New Year! I hope you, your family, and loved ones are well and feeling inspired!

Attached is the drawing of the proposed layout for G21, drawn by Alexandr Neratoff, a licensed architect. It is in accordance with NYC DOB Building Code regulations. Attached is also the drawing of G21 in Costa's set, for comparison.

Please give me a call at your convenience to discuss any details or concerns you may have.

The layout is very similar to the existing layout with some changes that are listed below:

1. The area in the South East section of the unit will become a bedroom. The existing window needs to be enlarged, or an additional window of the same dimensions as the existing window needs to be installed on the exterior wall facing Green St. to adhere to NYC DOB light and fresh air regulations. Enlarging the existing window, according to the architect, does not involve any structural support to the exterior wall because the area below the widow lintel is non-load bearing and the bricks can be removed to make space for an elongated window. I will pay for any expenses involved in installing an elongated widow or adding an additional widow of the same dimensions as the existing window, to the exterior wall facing Green St.

2. We propose the door to the Common Hallway be moved further down the hallway. The existing door system was damaged due to the flood mitigation measures you employed in the Common Hallway and needs to be repaired to replaced. When the bottom 2 plus" of the drywall was removed and left for a period of time before it was replaced, the weight of the wall bent the door frame to the point where it is very difficult to engage the deadbolt lock, as it is no longer properly aligned with the hole in the door frame. My key broke off in the lock the other day but I was able to get it out. The door system needs to be replaced or repaired. We are proposing the door gets moved farther down the hallway to give direct access to Studio B and not open into the bedroom. I will pay for the installation of the new or repaired door in its new location.

3. The Storage Room (which is really Studio C) listed in the Costa Plans be reduced in size to make room for the Bedroom and be converted into a Sauna. The Sweat Lodge/Sauna is an integral part of my spiritual practice and since the start of the pandemic I have not had access to saunas, due to restrictions set in place by the State of New York. I will cover all of the expenses related to outfitting the room into a Sauna. Having this addition to my house is very important to me and my spiritual practice. I hope that you understand this. Thank you.

4. The hot water heater located in the Bathroom is being removed according to Costa's plans. We propose putting a Shower in the space where the hot water heater is located. I will pay for all of the expenses related to outfitting a shower in this space.

5. The re-orientation of the bathroom sink and toilet. We propose rotating the toilet 90 degrees and relocating the bathroom sink onto the East wall of the Bathroom. This will allow easier access to the Shower. I will pay for all of the expenses related to re-orientating the toilet and relocating the bathroom sink.

6. As stated by Total Renovation when they came to inspect and assess for their bid on the mold remediation and re-construction, the existing studs cannot be rebuilt upon. Alexandr Nertoff has expressed this opinion as well. This opinion was also express by another architect that came and did a site visit. The studs and ceiling/floor joists employed in the construction of all the rooms that a specified for a full gut-demo need to be removed and replaced.

7. We propose a drop-ceiling system, composed of a hanging "clouds", that will integrate acoustic treatment and lighting in the Main Living Space. I will cover all expenses for the fabrication and installation of the drop ceiling system.

8. We propose that the Washer and Dryer Alcove be move forward to make space for the Sauna. I will cover the expenses of extending the ducting, and water supply and waste lines for the Washer and Dryer.

You've given me your word on multiple occasions that you were amenable to a redesign of the layout, as long as it was drawn and signed of

[Body truncated at extraction limit]

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Date: Jan 10, 2021 03:01 PM

From: "Edward Olmsted" <olmsted.mac@mac.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Margaret B. Sandercock" <mbs@goodfarblaw.com>

Subject: =?utf-8?q?Re: Bidding_at_Chris=E2=80=99_unit?=>

Do the contractors have a time they want to do the walk through - I can don any time from 10 am on

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

On Jan 10, 2021, at 2:58 PM, Christian Gray wrote:

Ok I'll plan on the 18th. Please let me know what time and I'll be there to open the door. Thank you.

Sent from ProtonMail Mobile

On Sun, Jan 10, 2021 at 14:56, Edward Olmsted wrote:
Jan 18 works for me - That is MLK day but I work holidays.

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

On Jan 10, 2021, at 2:55 PM, Margaret Sandercock wrote:

Sorry, the choices are 18 or 19. 20 is not a choice.

Sent from my iPhone

On Jan 10, 2021, at 2:50 PM, Edward Olmsted wrote:

the 20th is good for me.

19th is not good

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

On Jan 10, 2021, at 2:47 PM, Margaret Sandercock wrote:

Sorry, my mistake. The only dates under consideration are Jan. 18 and 19.

From: Edward Olmsted

Date: Sunday, January 10, 2021 at 2:43 PM

To: Margaret Sandercock

Cc: Christian Gray

Subject: Re: Bidding at Chris' unit

I moved my scheduled deposition so I can make it Thursday Jan 14. Let the contractor know and will keep it on Thursday - I can make it any time

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

On Jan 7, 2021, at 5:32 PM, Margaret Sandercock wrote:

Chris, are you available Jan. 15?

Sent from my iPhone

On Jan 7, 2021, at 5:04 PM, Edward Olmsted wrote:

Friday Jan 15

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

On Jan 7, 2021, at 4:15 PM, Margaret Sandercock wrote:

If you cannot confirm next Thurs., I was asked to find out your availability the following week.

Sent from my iPhone

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[Body truncated at extraction limit]

Date: Jan 10, 2021 06:02 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: RE: Replacement of studs in Christian's loft

All I suggested is that he leaves this open-ended until examination of studs is done. I will trust his opinion that mold may not be a problem but warping is a very real possibility. Why can't this be left

open-ended so at least there is a pause for inspection when the gypsum board is removed?

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

From: Margaret Sandercock [mailto:mbs@goodfarblaw.com]
Sent: Sunday, January 10, 2021 2:45 PM
To: Christian Gray
Cc: alexandr@neratoff.com
Subject: Replacement of studs in Christian's loft

Ed Olmsted emailed me separately about this issue. He feels uncomfortable advocating for new studs because it is very very unusual, he says. He indicated that the last 100 mold consultations he has done have not involved replacement, but rather cleaning and re use.

I have done a lot of mold cases, and Ed is the best there is in the NYC area. He charges a third of what far less qualified people charge, people who in fact don't want to testify or aren't qualified to do so. Owners think he is very pro tenant. To sum up, there is no way to replace him, and I don't want to make him advocate for something he does not agree with.

The solution I feel this leaves us with is my going to the landlord lawyer and telling him you want this done and your architect has advised it and that you are willing to pay for it.

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Date: Jan 10, 2021 11:38 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Alexandr Neratoff" <alexandr@neratoff.com>, "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: Replacement of studs in Christian's loft

In any case, I feel it is better that the owner's lawyer should be consulted in advance as he will not be at the inspection and we need a price breakdown. What I suggested is that the owner should pay to replace the wood studs and Chris would pay the difference between cleaning and reinstallation and new metal studs.

From:
Alexandr Neratoff

Date: Sunday, January 10, 2021 at 6:03 PM

To: Margaret Sandercock , 'Christian Gray'

Subject: RE: Replacement of studs in Christian's loft

All I suggested is that he leaves this open-ended until examination of studs is done. I will trust his opinion that mold may not be a problem but warping is a very real possibility. Why can't this be left open-ended so at least there is a pause for inspection when the gypsum board is removed?

Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

Neratoff.com

From: Margaret Sandercock [mailto:mbs@goodfarblaw.com]

Sent: Sunday, January 10, 2021 2:45 PM

To: Christian Gray

Cc: alexandr@neratoff.com

Subject: Replacement of studs in Christian's loft

Ed Olmsted emailed me separately about this issue. He feels uncomfortable advocating for new studs because it is very very unusual, he says. He indicated that the last 100 mold consultations he has done have not involved replacement, but rather cleaning and re use.

I have done a lot of mold cases, and Ed is the best there is in the NYC area. He charges a third of what far less qualified people charge, people who in fact don't want to testify or aren't qualified to do so. Owners think he is very pro tenant. To sum up, there is no way to replace him, and I don't want to make him advocate for something he does not agree with.

The solution I feel this leaves us with is my going to the landlord lawyer and telling him you want this done and your architect has advised it and that you are willing to pay for it.

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Date: Jan 10, 2021 11:46 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Replacement of studs in Christian's loft

I wasn't aware that the new studs can be wood, Alex let me know this. I would like, at least the Studio Rooms A and B, be constructed of wooden studs because they have more mass and are more effective in sounds isolation, if they are properly isolated. Thanks.

Sent from ProtonMail Mobile

On Sun, Jan 10, 2021 at 18:38, Margaret Sandercock wrote:

In any case, I feel it is better that the owner's lawyer should be consulted in advance as he will not be at the inspection and we need a price breakdown. What I suggested is that the owner should pay to replace the wood studs and Chris would pay the difference between cleaning and reinstallation and new metal studs.

From:

Alexandr Neratoff

Date: Sunday, January 10, 2021 at 6:03 PM

To: Margaret Sandercock , 'Christian Gray'

Subject: RE: Replacement of studs in Christian's loft

All I suggested is that he leaves this open-ended until examination of studs is done. I will trust his opinion that mold may not be a problem but warping is a very real possibility. Why can't this be left open-ended so at least there is a pause for inspection when the gypsum board is removed?

Alexandr Neratoff Architect

57 Prince Street, 2 Floor

New York, NY 10012

212 431 0011

Neratoff.com

From: Margaret Sandercock [mailto:mbs@goodfarblaw.com]

Sent: Sunday, January 10, 2021 2:45 PM

To: Christian Gray

Cc: alexandr@neratoff.com

Subject: Replacement of studs in Christian's loft

Ed Olmsted emailed me separately about this issue. He feels uncomfortable advocating for new studs because it is very very unusual, he says. He indicated that the last 100 mold consultations he has done have not involved replacement, but rather cleaning and re use.

I have done a lot of mold cases, and Ed is the best there is in the NYC area. He charges a third of what far less qualified people charge, people who in fact don't want to testify or aren't qualified to do so. Owners think he is very pro tenant. To sum up, there is no way to replace him, and I don't want to make him advocate for something he does not agree with.

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Date: Jan 11, 2021 04:40 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: FW: Chris Gray, 226 Franklin St.

Please note below schedule and a reminder that Chris can only open the door and leave.

From: David Skaller

Date: Monday, January 11, 2021 at 11:34 AM

To: Margaret Sandercock

Subject: RE: Chris Gray, 226 Franklin St.

We are confirmed per the below times. As to the remainder of your email, I will get back to you about that.

Monday January 18

11:00 Serve Pro

12:00 Total Restoration

1:00 Victory Restoration

From: Margaret Sandercock

Sent: Sunday, January 10, 2021 3:08 PM

To: David Skaller

Subject: Chris Gray, 226 Franklin St.

Jan. 18 is good for Chris to open the door and for Ed Olmsted to attend the bidding. Please tell me what time this will take place. Also note, it's MLK Day. Olmsted is aware of that and willing to be there, even though it's a holiday.

I need to discuss with you a deviation that our client and his architect Alex Neratoff would like to see from the present scope of work. Presently, the scope calls for studs to be removed, cleaned and reused. Some of the studs are wood and this is not legal for legalization purposes, per Neratoff, so they eventually have to be replaced. Legalization is starting quite soon - there is already an access application pending against one of my other clients - and it seems foolish to reinstall something that will have to be removed soon for legalization. In any case, our client wants all the studs removed, wood and metal, and replaced. He is willing to pay the extra cost associated with it. I figure that if the wood studs have to be replaced anyway, the landlord is responsible for the cost of that. As to the metal studs, our client would be responsible for the price difference between cleaning and reusing them, and replacing them.

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Date: Jan 11, 2021 05:02 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: FW: Chris Gray, 226 Franklin St.

Confirmed. Thank you.

Sent from ProtonMail Mobile

On Mon, Jan 11, 2021 at 11:40, Margaret Sandercock wrote:

Please note below schedule and a reminder that Chris can only open the door and leave.

From: David Skaller

Date: Monday, January 11, 2021 at 11:34 AM

To: Margaret Sandercock

Subject: RE: Chris Gray, 226 Franklin St.

We are confirmed per the below times. As to the remainder of your email, I will get back to you about that.

Monday January 18

11:00 Serve Pro

12:00 Total Restoration

1:00 Victory Restoration

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Sent: Sunday, January 10, 2021 3:08 PM

To: David Skaller

Subject: Chris Gray, 226 Franklin St.

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Date: Jan 15, 2021 03:40 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>
Subject: FYI

The landlord attorney will not reach any agreement on replacing the studs. If it is at all possible, Ed, perhaps Monday you can try to make some argument for their replacement.

Sent from my iPhone

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Date: Jan 16, 2021 12:48 AM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: Studs

What does it mean that the landlord's attorney will not reach any agreement on replacing the studs? Does that include me paying for the removal and replacement of new studs in the configuration of the new layout or has that not been put on the table yet?

Sent with ProtonMail Secure Email.

Date: Jan 16, 2021 01:26 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: Studs

It was put on the table a week ago. I contacted the lawyer today, as they have to handle the price quote in a certain way if they were allowing you to order extra work and pay for it. They are not allowing it.

It is my belief that the wood studs have to be taken out for legalization. I have pointed this out to the

landlord attorney, that the same work will basically be done twice.

From:
Christian Gray

Date: Friday, January 15, 2021 at 7:48 PM

To: Margaret Sandercock

Subject: Studs

What does it mean that the landlord's attorney will not reach any agreement on replacing the studs? Does that include me paying for the removal and replacement of new studs in the configuration of the new layout or has that not been put on the table yet?

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Date: Jan 16, 2021 01:42 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Studs

So they are not allowing me to change the layout at all?

Sent from ProtonMail Mobile

On Fri, Jan 15, 2021 at 20:26, Margaret Sandercock wrote:

It was put on the table a week ago. I contacted the lawyer today, as they have to handle the price quote in a certain way if they were allowing you to order extra work and pay for it. They are not allowing it.

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Christian Gray

Date: Friday, January 15, 2021 at 7:48 PM

To: Margaret Sandercock

Subject: Studs

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to advise us of the same, delete the original message from your system and then confirm its deletion. Any review, dissemination, distribution or copying of this message is strictly prohibited. Thank you.

Date: Jan 16, 2021 01:45 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Studs

I don't know about that. You were the one who asked the landlord, and you need to ask for a response. I can't complain to the Loft Board about the commitment to PAA's nor complain to the lawyers, until you finish your dealings with the landlord.

I have mentioned a few times at least that they do not have to allow you to do any optional work.

From:

Christian Gray

Date: Friday, January 15, 2021 at 8:42 PM

To: Margaret Sandercock

Subject: Re: Studs

So they are not allowing me to change the layout at all?

Sent from ProtonMail Mobile

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Christian Gray

Date: Friday, January 15, 2021 at 7:48 PM

To: Margaret Sandercock

Subject: Studs

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I do not have the skills to make changes in your email. I also don't have tech support on a Sunday night.

Your email does not have the right focus. It also looks long and may be a burden for your landlord to plow thru.

You need to know before 11 am tomorrow whether your landlord will agree to replace the wood studs now at his cost, instead of cleaning, and let you replace the metal studs at your cost instead of cleaning and replacing. The reason you need to know is that it affects the estimating tomorrow. You do not need a decision on the new configuration now.

The landlord attorney thinks the things are entirely separate, despite my demonstration otherwise to him.

I have a family Zoom meeting at 7 pm and other family responsibilities for most of the evening.

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Subject: Re: Studs

You wrote, "Are you able to explain why you want an answer before the estimates Monday? They are treating the mold and the legalization as 2 different things. They should not be."

How should I go about writing the email to Marty concerning a response, in regards to what you pointed out in the excerpt from your previous email?

I reached out to a friend of mine who is an orthodox rabbi to see if he would advocate for me. I'm wait

[Body truncated at extraction limit]

Date: Jan 18, 2021 12:00 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Alexandr Neratoff" <alexandr@neratoff.com>

Subject: FW: Christian Gray, 226 Franklin St.

Alex, please comment if this is true.

From: David Skaller

Date: Sunday, January 17, 2021 at 7:00 PM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St.

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Sent: Friday, January 15, 2021 9:58 AM

To: David Skaller

Subject: Re: Christian Gray, 226 Franklin St.

This is unacceptable. It also makes no sense. You will end up opening the walls twice, once for remediation and once for legalization.

Sent from my iPhone

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Date: Jan 18, 2021 02:16 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "American Package" <ampaco@gmail.com>

Subject: Approval of the Modified Layout for G21

Shalom Marty,

Sorry for the emailing you this late on a Sunday.

I'm checking in, in regards to your response to my request for your approval of the modified layout for G21, that has been drawn by the licensed architect, Alexandr Neratoff, and submitted to you for your review and approval.

I'm asking you again to please approve the modified layout outlined in the drawing.

Please keep your word on the agreement that we made. Please help us move forward in a productive and harmonious relationship.

As I said before, I will pay for anything outside of the scope of work that is outlined by the environmental inspectors. I will pay for the removal and replacement of all the studs/framing that is affected by, and outlined in the modified layout.

To my understanding the present plan is to demo all of the construction material down to the studs, in the three studio rooms (the third room having been labeled "Storage") and then clean the framing and reinstall, where it is required to remove to clean, and also remove and replace any damaged studs that have sustained damage from the flood and/or the demo process. This is an unnecessary and inefficient process that will cost you money that you would not have to spend if we just removed all of the framing, along with the drywall and insulation that is outlined in the scope of work. FYI, as stated by Total Renovation, it is virtually impossible to rebuild on steel studs that have had the drywall demoed from them. They lose their structural integrity. I have offered to pay for the removal and the replacement of the studs, in the new layout configuration. This saves you money on the process of cleaning and replacing damaged studs. Again, I will pay for the removal and replacement of the studs, rebuilt to the modified layout that I sent you. Approving the plan I submitted and approving the process of demoing the existing framing, while the demo of the drywall and insulation is happening, will save you a significant amount of money and save us all time. There is no cleaning of the studs necessary if they are completely removed to begin with. This will also affect the bidding that is being done tomorrow, Monday the 18th of January. Agreeing to my plan will save you money and will save us time! You save money and I get the home that I want. It works for both of us.

I have always paid my rent, despite having early knowledge that the building does not have a proper C of O to enforce the lease agreements. I have known many tenants, throughout the years, who have not paid rent after gaining the knowledge of the building not having the proper C of O. I have never exploited this! I have always been fair in our relationship and kept my word on our agreements. Please keep your word to me, that you have given me multiple times, in relation to this situation. Please keep in mind our relationship and how long we have known each other.

Please approve the layout that I submitted to you. Please cooperate with me in getting the home that I want to live in. It will not cost you any money outside of what you would already have to spend, in fact this process will save you the money that you would have to spend on the cleaning of all of the framing as well as the cost of replacing any damaged framing. It is a significant savings in relation to this project.

Thank you for your consideration.

Peace,

Christian Gray

Sent with ProtonMail Secure Email.

Date: Jan 18, 2021 12:10 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: FW: Christian Gray, 226 Franklin St.

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Date: Jan 18, 2021 05:24 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Alexandr Neratoff" <alexandr@neratoff.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Christian Gray, 226 Franklin St.

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Date: Monday, January 18, 2021 at 12:15 PM

To: Margaret Sandercock

Cc: Christian Gray

Subject: Re: FW: Christian Gray, 226 Franklin St.

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Date: Jan 24, 2021 11:10 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: HP mold case update

We had a control date with the Housing Court Friday. On Thurs. the judge contacted us for an update and we have postponed the case again till 2/11. The purpose of the postponement is to get the proposals from the companies who attended "estimate day."

Ed, I am wondering about your perceptions concerning "estimate day." I think you spoke with my husband briefly about it, but he didn't tell me anything substantive, only that you mentioned it to him. I am wondering if we should have a short phone chat, all 3 of us? I am able to do that most afternoons.

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Date: Jan 24, 2021 06:31 PM

From: "Edward Olmsted" <olmsted.mac@mac.com>

To: "Margaret B. Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: HP mold case update

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To: "Edward Olmsted" <olmsted.mac@mac.com>

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Date: Jan 25, 2021 04:19 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: HP mold case update

4pm works for me. Thanks.

Sent from ProtonMail Mobile

On Sun, Jan 24, 2021 at 18:42, Margaret Sandercock wrote:

That is possible for me if it works for Chris.

From: Edward Olmsted

Date: Sunday, January 24, 2021 at 6:31 PM

To: Margaret Sandercock

Cc: Christian Gray

Subject: Re: HP mold case update

Hi Margaret,

I should be able to talk by phone tomorrow around 4 pm

On Jan 24, 2021, at 6:10 PM, Margaret Sandercock wrote:

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Date: Jan 25, 2021 04:20 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: HP mold case update

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Sent from my iPhone

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Date: Jan 25, 2021 05:30 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: HP mold case update

Call in number is 866 210 1669 and entry code is 5208534. 4 pm today unless someone tells me they have to do it after 5 30. Thanks.

From: Edward Olmsted

Date: Monday, January 25, 2021 at 11:36 AM

To: Margaret Sandercock

Subject: Re: HP mold case update

Ok

Sent from olmsted's iPhone

On Jan 25, 2021, at 11:20 AM, Margaret Sandercock wrote:

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Sent from my iPhone

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Date: Jan 25, 2021 05:34 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: HP mold case update

Confirmed. Thank you.

Sent from ProtonMail Mobile

On Mon, Jan 25, 2021 at 12:30, Margaret Sandercock wrote:

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Date: Jan 25, 2021 06:32 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Kate: City Inspection notice from Violet

Kate sent this email to our TA:

I got an email from Violet over the weekend asking for permission to access my loft for a city inspection. Did anyone else get that?
Should I allow it? I'm out of town.

Please advise. Thank you.

I got an email from Violet over the weekend asking for permission to access my loft for a city I got an email from Violet over the weekend asking for permission to access my loft for a city inspection. Did anyone else get that?
Should I allow it? I'm out of town.

Sent from ProtonMail Mobile

Date: Jan 25, 2021 06:35 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Kate

FYI, David and I have not received access letters, although I haven't checked my mailbox today. I cannot speak for Phil/Theo but I think that if they had I or you, or both of us would have heard about it.

Sent with ProtonMail Secure Email.

Date: Jan 25, 2021 09:03 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: HP mold case update

Pics of 4' removal section

Sent from ProtonMail Mobile

On Mon, Jan 25, 2021 at 12:30, Margaret Sandercock wrote:

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Date: Monday, January 25, 2021 at 11:36 AM

To: Margaret Sandercock

Subject: Re: HP mold case update

Ok

Sent from olmsted's iPhone

On Jan 25, 2021, at 11:20 AM, Margaret Sandercock wrote:

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Sent from ProtonMail Mobile

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Edward Olmsted

Date: Sunday, January 24, 2021 at 6:31 PM

To: Margaret Sandercock

Cc: Christian Gray

Subject: Re: HP mold case update

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Date: Jan 26, 2021 03:29 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Fwd: Christian Gray, 226 Franklin St., Brooklyn

Sent from my iPhone

Begin forwarded message:

From: David Skaller

Date: January 26, 2021 at 8:53:13 AM EST

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St., Brooklyn

My client respectfully declines your offer.

From: Margaret Sandercock

Sent: Monday, January 25, 2021 7:01 PM

To: David Skaller

Subject: Christian Gray, 226 Franklin St., Brooklyn

Without prejudice and for settlement purposes only. I just had the chance to have a post mortem with my mold expert after the estimating last week. I am advised that the scope of work is immense and that demolition by mold remediators costs several times what demolition by a construction crew costs.

Our client has proposed that the entire space be demolished by a regular construction crew. I believe he is prepared to find one and get a cost estimate, which your client would pay. Our client will pay for the cleaning of the entire space to make sure it is mold free (and I believe would include limited public areas if mold could have been scattered there.).

Your client would agree to the new proposed floor plan of my client (which is prepared by a licensed architect) and my client would waive your liability for mold or mold cleanup EXCEPT INsofar AS YOUR CLIENT GOT INSURANCE MONEY TO REBUILD THE UNIT AND ENOUGH MONEY NEEDS TO BE GIVEN TO MY CLIENT TO HAVE THE INTERIOR REBUILT. The interior of the unit was built by my client at his expense in the first place and your client is going to have to give him money for the rebuild regardless of how it happens. The new plans are simpler than the old buildout.

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Date: Jan 26, 2021 10:31 AM

From: "Edward Olmsted" <olmsted.mac@mac.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Christian Gray, 226 Franklin St., Brooklyn

Ok

We can only try

Sent from olmsted's iPhone

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Date: Jan 26, 2021 03:44 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Fwd: Christian Gray, 226 Franklin St., Brooklyn

Can you ask what part of the proposal Marty does not agree to? Will they counter offer?

Sent from ProtonMail Mobile

On Tue, Jan 26, 2021 at 10:29, Margaret Sandercock wrote:

Sent from my iPhone

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Fwd: Christian Gray, 226 Franklin St., Brooklyn

Sent from my iPhone

Begin forwarded message:

From: David Skaller

Date: January 26, 2021 at 11:13:57 AM EST

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St., Brooklyn

The entire proposal. My client's remediation company is going to perform the scope of work agreed to by the parties through their experts.

From: Margaret Sandercock

Sent: Tuesday, January 26, 2021 11:00 AM

To: David Skaller

Subject: Re: Christian Gray, 226 Franklin St., Brooklyn

What part or parts of the proposal does your client object to?

From: David Skaller

Date: Tuesday, January 26, 2021 at 8:53 AM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St., Brooklyn

My client respectfully declines your offer.

From: Margaret Sandercock

Sent: Monday, January 25, 2021 7:01 PM

To: David Skaller

Subject: Christian Gray, 226 Franklin St., Brooklyn

Without prejudice and for settlement purposes only. I just had the chance to have a post mortem with my mold expert after the estimating last week. I am advised that the scope of work is immense and that demolition by mold remediators costs several times what demolition by a construction crew costs.

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[Body truncated at extraction limit]

Date: Jan 26, 2021 04:51 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Standoff with landlord

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Fwd: Christian Gray, 226 Franklin St., Brooklyn

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On Tue, Jan 26, 2021 at 11:37, Margaret Sandercock wrote:

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[Body truncated at extraction limit]

Date: Jan 26, 2021 11:54 AM

From: "Edward Olmsted" <olmsted.mac@mac.com>
To: "Margaret B. Sandercock" <mbs@goodfarblaw.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: Standoff with landlord

I am sure your right. They would prefer to try and settle everything at once. The L&T and Supreme court case.

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

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Date: Jan 26, 2021 05:02 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: Re: Standoff with landlord

As stated many times, my goal is to get the new layout signed off on and pay for as little of the new buildout as I have to, and maximize on the recouping of damages in the Supreme Court case. How does your strategy support this?

What is your strategy, so that I understand it?

I support moving forward with the Supreme Court case if you think that it is the best move forward. I just want to clearly understand your strategy, especially in regards to my three prime goals:

1. Get the new layout signed off on.
2. Pay for a little of the new buildout as I have to.
3. Maximize recoupable damages

Thank you.

Sent from ProtonMail Mobile

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Date: Jan 26, 2021 05:14 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Standoff with landlord

I am in general separating your new layout for the time being. This may be worked out as part of something that may happen at the Loft Board (which I am probably about to make happen) or it might happen later in Supreme Court.

We don't have any leverage now. A Supreme Court case would create that.

A Supreme Court case has to be brought eventually as the landlord will never agree to pay you damages voluntarily. The purpose of bringing it now is to make the landlord take notice and put pressure on the landlord for a global resolution.

The Supreme Court, not the Housing Court nor the Loft Board, has the power for instance to enjoin work in your unit absent certain concessions by the landlord. The Supreme Court could stop legalization of your unit pending global resolution. The Supreme Court case will make crystal clear the landlord's fault in the flood and cleanup and that he collected money from insurance for things that belong to you, not him. The HP court can only order repairs, it cannot address these other issues.

It is true we do not know the full measure of damages but that can be handled in one of 2 ways. We can amend the amount stated later, or set a very high amount now.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, January 26, 2021 at 12:02 PM

To: Margaret Sandercock

Subject: Re: Standoff with landlord

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Date: Jan 26, 2021 05:17 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: FW: Christian Gray, 226 Franklin St., Brooklyn

We need to be careful how to answer this because it is possible the landlord could decide to do the demo without a mold company and without our input, cooperation, meeting our standards or meeting our other demands. Ed, please help me with the substance to respond.

From: David Skaller

Date: Tuesday, January 26, 2021 at 11:57 AM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St., Brooklyn

That is what my client wants to do. Just as an aside, are you saying a general contractor can demolish areas with mold without remediating it and subjecting themselves to mold?

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Sent: Tuesday, January 26, 2021 11:39 AM

To: David Skaller

Subject: Re: Christian Gray, 226 Franklin St., Brooklyn

Our expert is in agreement with our current proposal. In fact he suggested it. Why would your client want to spend more money than necessary?

Sent from my iPhone

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To: David Skaller

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Date: Jan 26, 2021 05:31 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: Christian Gray, 226 Franklin St., Brooklyn

Probably best to just answer, "No."

Sent from ProtonMail Mobile

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Standoff with landlord

Understood. Thank you for outlining your strategy, so that I can understand it, and in turn, support it.

Please move forward with the Supreme Court case. Please let me know what kind of money I'm going to have to pay and at least a rough idea of when, so that I can start budgeting for it.

Thank you.

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Date: Jan 26, 2021 05:36 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: Christian Gray, 226 Franklin St., Brooklyn

I don't necessarily think that is the best answer unless it's the only answer.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, January 26, 2021 at 12:31 PM

To: Margaret Sandercock

Subject: Re: FW: Christian Gray, 226 Franklin St., Brooklyn

Probably best to just answer, "No."

Sent from ProtonMail Mobile

On Tue, Jan 26, 2021 at 12:17, Margaret Sandercock wrote:

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From:
David Skaller

Date: Tuesday, January 26, 2021 at 11:57 AM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St., Brooklyn

That is what my client wants to do. Just as an aside, are you saying a general contractor can demolish areas with mold without remediating it and subjecting themselves to mold?

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Sent: Tuesday, January 26, 2021 11:39 AM

To: David Skaller

Subject: Re: Christian Gray, 226 Franklin St., Brooklyn

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Sent from my iPhone

On Jan 26, 2021, at 11:13 AM, David Skaller wrote:

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Sent: Tuesday, January 26, 2021 11:00 AM

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Subject: Re: Christian Gray, 226 Franklin St., Brooklyn

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Date: Tuesday, January 26, 2021 at 8:53 AM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St., Brooklyn

My client respectfully declines your offer.

From: Margaret Sandercock

Sent: Monday, January 25, 2021 7:01 PM

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Subject: Christian Gray, 226 Franklin St., Brooklyn

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Your client would agree to the new proposed floor plan of my client (which is prepared by a licensed architect) and my client would waive your liability for mold or mold cleanup EXCEPT INsofar AS YOUR CLIENT GOT INSURANCE MONEY TO REBUILD THE UNIT AND ENOUGH MONEY NEEDS TO BE GIVEN TO MY CLIENT TO HAVE THE INTERIOR REBUILT. The interior of the unit was built by my client at his expense in the first place and your client is going to have to give him money for the rebuild regardless of how it happens. The new plans are simpler than the

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[Body truncated at extraction limit]

Date: Jan 26, 2021 05:48 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Christian Gray, 226 Franklin St., Brooklyn

If Marty doesn't agree to the new layout than by saying yes we are just allowing him to circumvent the whole process that will incur the cost that may be cause for him not to move forward with what they are implying they will do.

Marty may not be aware of how much the process that they are talking about will cost him, yet.

Please don't give away what little leverage we have at this point.

If the answer is yes, than it needs be contingent upon their agreement to the process we have outlined, or something close to it, that achieves the goal of getting the new layout signed off on and built...etc.

I know you already know this.

Sent from ProtonMail Mobile

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Date: Jan 26, 2021 06:01 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Christian Gray, 226 Franklin St., Brooklyn

The process of cleanup is legally unrelated to configuration.

Sent from my iPhone

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Date: Jan 26, 2021 06:05 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Christian Gray, 226 Franklin St., Brooklyn

Understood.

As I said, the cost of the cleanup is potential leverage, so don't give it away. It does not serve us to do so, in any way that I can see.

Sent from ProtonMail Mobile

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Date: Jan 29, 2021 03:23 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "philhub" <philhub@protonmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Arrears

Our bills are due when you receive them. This is the second time I've written to you about the \$500 you owe us. We have a conference for you in about 3 weeks. Because of this payment situation, I'd like to ask that you pay \$1000 now to cover the arrears and so we have money on account for the conference. This is not a flat fee and if the conference takes less time or more time, you'll be billed accordingly. Please respond to this email today.

Sent from my iPhone

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Date: Jan 29, 2021 03:26 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Fwd: Re: Invoice

Sent from ProtonMail Mobile

----- Forwarded message -----

From: Jenifer Orefice

Date: On Tue, Jan 5, 2021 at 14:01

Subject: Fwd: Re: Invoice

To: Christian Gray

Cc:

Happy New Year to you, as well! All the best for 2021!

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, January 5, 2021 at 1:49 PM

To: Jenifer Orefice

Subject: Re: Invoice

Happy New Year Jennifer,

I hope that you and your family and loved ones are well.

You have permission to charge my card on file for the balance of \$168.75.

Thank you,

Christian Gray

Sent with ProtonMail Secure Email.

----- Original Message -----

On Monday, January 4, 2021 2:34 PM, Jenifer Orefice wrote:

Please see the attached. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

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From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Fwd: Your receipt from GOODFARB & SANDERCOCK, LLP

Sent from ProtonMail Mobile

----- Forwarded message -----

From: GOODFARB & SANDERCOCK, LLP (via Clover)

Date: On Tue, Jan 5, 2021 at 14:03

Subject: Fwd: Your receipt from GOODFARB & SANDERCOCK, LLP

To:

Cc:

Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

January 05, 2021 - 2:02 PM

\$168.75

full transaction receipt

View the Privacy Policies for
Clover

Date: Jan 29, 2021 03:27 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Arrears

I paid the last invoice that was sent to me the day after I received it.

Sent from ProtonMail Mobile

On Fri, Jan 29, 2021 at 10:23, Margaret Sandercock wrote:

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Date: Jan 29, 2021 03:29 PM

From: "Adam Goodfarb" <adg@goodfarblaw.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "christiangray3@protonmail.com" <christiangray3@protonmail.com>

Subject: Re: Arrears

The \$1000 is in addition to the money now owed and the money to be billed on February 1st.

Law firms have huge expenses. We cannot be expected to carry clients that do not pay their bills on time. We are not pro bono. We appreciate having you as a client but we have to be paid.

Adam D. Goodfarb, Esq.

Goodfarb & Sandercock, LLP

Adg@goodfarblaw.com

MANHATTAN OFFICE:

110 East 59th Street, 22nd floor

New York, NY 10022

212.509.0440

212.509.0464 fax

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235 Main Street, Penthouse Suite

White Plains, NY 10601

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To: "Christian Gray" <christiangray3@protonmail.com>, "philhub" <philhub@protonmail.com>, "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Re: Arrears

Adam, you email just Chris who does not owe us money. I have added Phil, as he's the one that owes for his individual work.

No, I did not ask for \$500 arrears and \$1000 prepayment. I asked for \$1000 total. A conference does not cost \$1000.

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Sent from my iPhone

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Date: Jan 29, 2021 03:40 PM

From: "Adam Goodfarb" <adg@goodfarblaw.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "christiangray3@protonmail.com" <christiangray3@protonmail.com>

Subject: Re: Arrears

Yes. This was not intended for Chris. Chris, I am sorry about that.

Adam D. Goodfarb, Esq.

Goodfarb & Sandercock, LLP

adg@goodfarblaw.com

MANHATTAN OFFICE

110 East 59th Street, 22nd Floor

New York, NY 10022

212.509.0440

212.509.0464 fax

WHITE PLAINS OFFICE

235 Main Street - PH

White Plains, NY 10601

914.428.3400

914.428.3407 fax

From: Margaret Sandercock

Date: Friday, January 29, 2021 at 10:36 AM

To: Christian Gray , philhub , Adam Goodfarb

Subject: Re: Arrears

Adam, you email just Chris who does not owe us money. I have added Phil, as he's the one that owes for his individual work.

No, I did not ask for \$500 arrears and \$1000 prepayment. I asked for \$1000 total. A conference does not cost \$1000.

Sent from my iPhone

On Jan 29, 2021, at 10:33 AM, Margaret Sandercock wrote:

You're the group chair. You didn't read the message correctly. Phil is in arrears, not you. Sorry if I caused the confusion.

Sent from my iPhone

On Jan 29, 2021, at 10:27 AM, Christian Gray wrote:

I paid the last invoice that was sent to me the day after I received it.

Sent from ProtonMail Mobile

On Fri, Jan 29, 2021 at 10:23, Margaret Sandercock wrote:

Our bills are due when you receive them. This is the second time I've written to you about the \$500 you owe

us. We have a conference for you in about 3 weeks. Because of this payment situation, I'd like to ask that you pay \$1000 now to cover the arrears and so we have money on account for the conference. This is not a flat fee and if the conference takes less time or more time, you'll be billed accordingly. Please respond to this email today.

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Date: Jan 29, 2021 03:44 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Adam Goodfarb" <adg@goodfarblaw.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Arrears

I just texted Phil and told him to pay you the \$500 balance. I'm sorry that he has not been paying you in a timely manner.

Sent from ProtonMail Mobile

On Fri, Jan 29, 2021 at 10:40, Adam Goodfarb wrote:

Yes. This was not intended for Chris. Chris, I am sorry about that.

Adam D. Goodfarb, Esq.

Goodfarb & Sandercock, LLP

adg@goodfarblaw.com

MANHATTAN OFFICE

110 East 59th Street, 22nd Floor

New York, NY 10022

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212.509.0464 fax

WHITE PLAINS OFFICE

235 Main Street - PH

White Plains, NY 10601

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914.428.3407 fax

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To: Christian Gray , philhub , Adam Goodfarb

Subject: Re: Arrears

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Date: Jan 30, 2021 01:45 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Fwd: Invoice 16151 from American Package Company Inc.

FYI, I receive these invoices every month. Marty knows that he has no legal right to collect rent during this time.

Can this be considered harassment?

Sent from ProtonMail Mobile

----- Forwarded message -----

From: James Callahan
Date: On Fri, Jan 29, 2021 at 20:42
Subject: Fwd: Invoice 16151 from American Package Company Inc.
To: Christian Gray
Cc:

Sent from my iPhone

Begin forwarded message:

From: ampaco@gmail.com
Date: January 29, 2021 at 20:06:39 EST
To: christiangray3@yahoo.com
Cc: ampaco@gmail.com
Subject: Invoice 16151 from American Package Company Inc.

American Package Company Inc.

Invoice Due:02/02/2021
16151Amount Due: \$2,963.83

Dear Gray :

Thank you for your business - we appreciate it very much.

Sincerely,

American Package Company Inc.

[View & Pay Invoice](#)

Date: Jan 30, 2021 04:18 AM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: Fwd: Statement from American Package Company Inc.

They just sent me this too.

Sent from ProtonMail Mobile

----- Forwarded message -----

From: James Callahan
Date: On Fri, Jan 29, 2021 at 22:52
Subject: Fwd: Statement from American Package Company Inc.
To: Christian Gray
Cc:

Sent from my iPhone

Begin forwarded message:

From: ampaco@gmail.com
Date: January 29, 2021 at 20:59:14 EST
To: christiangray3@yahoo.com
Cc: ampaco@gmail.com
Subject: Statement from American Package Company Inc.

Dear Gray :

Thank you for your business - we appreciate it very much.

Sincerely,

American Package Company Inc.

Date: Jan 30, 2021 04:19 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Harassment

Can those emails be seen as harassment by a judge?

Sent from ProtonMail Mobile

Date: Jan 30, 2021 04:27 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Harassment

I don't want to receive these invoices anymore. I feel that it is harassment. American package is claiming that I owe them \$35,441.24. Do they have any legal right to claim this? If not, please claim that it is harassment, and or use it against them in the future. This is ridiculous and a waste of my attention/time.

Thanks

Sent from ProtonMail Mobile

Date: Jan 30, 2021 04:31 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Harassment

Sent to me at 11:30pm on a Friday night, when I'm spending time with my family.

Sorry I'm alerting you to it, at the the same time...

It's harassment.

Sent from ProtonMail Mobile

Date: Jan 30, 2021 01:28 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Harassment

I agree that no one likes to receive this kind of rent bill, and that Marty should very well know that he will never collect this rent. Many landlords, however, send these bills and normally I tell clients to ignore it. Also, I don't think the timing (sending it on a Friday night) is something to really consider as you don't have to read emails till you want to.

I may well raise this as a form of harassment in the Supreme Court case, but unfortunately you shouldn't expect too much from it. Loft Law harassment is a pretty high standard and litigating about Loft Law harassment is unsatisfying to tenants. The landlord can be heavily fined but the fines go to the Loft Board. If they get the fines, one would think the Loft Board should prosecute the cases, but they don't, so tenants pay their own lawyers to

litigate and don't get the money from the fines. Also, it may not pay to claim Loft Law harassment as landlords who have harassed can't deregulate units if they buy them out. Winning a Loft Law harassment case can then disadvantage tenants interested in being bought out.

There is another form of harassment that tenants can litigate in Housing Court. I may have pled it in your mold case. I have to check.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, January 29, 2021 at 11:28 PM

To: Margaret Sandercock

Subject: Harassment

I don't want to receive these invoices anymore. I feel that it is harassment.

American package is claiming that I owe them \$35,441.24. Do they have any legal right to claim this? If not, please claim that it is harassment, and or use it against them in the future. This is ridiculous and a waste of my attention/time.

Thanks

Sent from ProtonMail Mobile

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Date: Jan 30, 2021 02:25 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Harassment

Understood. I don't want to compromise a potential buyout. I'll ignore the emails as I have in the past. I was sharing some time with my family, in person, which is very rare these days, and it rubbed me wrong way. I won't let it affect me again. Thanks.

Sent from ProtonMail Mobile

On Sat, Jan 30, 2021 at 08:28, Margaret Sandercock wrote:

I agree that no one likes to receive this kind of rent bill, and that Marty should very well know that he will never collect this rent. Many landlords, however, send these bills and normally I tell clients to ignore it. Also, I don't think the timing (sending it on a Friday night) is something to really consider as you don't have to read emails till you want to.

I may well raise this as a form of harassment in the Supreme Court case, but unfortunately you shouldn't expect too much from it. Loft Law harassment is a pretty high standard and litigating about Loft Law harassment is unsatisfying to tenants. The landlord can be heavily fined but the fines go to the Loft Board. If they get the fines, one would think the Loft Board should prosecute the cases, but they don't, so tenants pay their own lawyers to litigate and don't get the money from the fines. Also, it may not pay to claim Loft Law harassment as landlords who have harassed can't deregulate units if they buy them out. Winning a Loft Law harassment case can then disadvantage tenants interested in being bought out.

There is another form of harassment that tenants can litigate in Housing Court. I may have pled it in your mold case. I have to check.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, January 29, 2021 at 11:28 PM

To: Margaret Sandercock

Subject: Harassment

I don't want to receive these invoices anymore. I feel that it is harassment.

American package is claiming that I owe them \$35,441.24. Do they have any legal right to claim this? If not, please claim that it is harassment, and or use it against them in the future. This is ridiculous and a waste of my attention/time.

Thanks

Sent from ProtonMail Mobile

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Date: Feb 01, 2021 05:46 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: update

I have a quick summons and complaint for Supreme Court almost ready for your review. When you get it, you should look hard at the dollar amounts I put in for your damages. It is not a problem if they are too high but it could be a problem if they are too low.

I had what I think was a fruitful conversation with the most senior of the landlord lawyers, Joe Burden, today. I told him that if we can't get the 4 floor plans approved that we need to have approved, I will ask the Loft Board to reopen the narrative conference for the jobs that were not conferenced yet and will ask them to back the tenants up on the fact that PAA's were promised but now are not being approved. That would help you, Kate and Chris but not Phil/Theodore. He says Marty is in Israel but that he will look at the plans and take this seriously.

I think we should wait at least a short time and see what happens, and not serve the Supreme Court case, but it is ready and if nothing is resolved within a week or 10 days, the case should begin.

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Date: Feb 01, 2021 05:48 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: update

Sorry, I sent prematurely.

Did you ever have a written lease for your unit? If so, do you still have a copy of it, and can I see it?

From: Margaret Sandercock

Date: Monday, February 1, 2021 at 12:46 PM

To: Christian Gray

Subject: update

I have a quick summons and complaint for Supreme Court almost ready for your review. When you get it, you should look hard at the dollar amounts I put in for your damages. It is not a problem if they are too high but it could be a problem if they are too low.

I had what I think was a fruitful conversation with the most senior of the landlord lawyers, Joe Burden, today. I told him that if we can't get the 4 floor plans approved that we need to have approved, I will ask the Loft Board to reopen the narrative conference for the jobs that were not conferenced yet and will ask them to back the tenants up on the fact that PAA's were promised but now are not being approved. That would help you, Kate and Chris but not Phil/Theodore. He says Marty is in Israel but that he will look at the plans and take this seriously.

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Date: Feb 01, 2021 05:50 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: update

Ok, sounds good.

I'll review the numbers and get back to you.

I agree that we should wait to see what happens with Marty's approval of the plans before filing the SC case. Please let me know when you think it's time to file.

Thanks.

Sent from ProtonMail Mobile

On Mon, Feb 1, 2021 at 12:46, Margaret Sandercock wrote:

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Date: Feb 01, 2021 05:52 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: update

Yes I have a copy. I'll send it to you once I find it. I'll look for it today.

Sent from ProtonMail Mobile

On Mon, Feb 1, 2021 at 12:48, Margaret Sandercock wrote:

Sorry, I sent prematurely.

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To: Christian Gray

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Date: Feb 01, 2021 05:52 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: update

It affects your ability to collect legal fees, is why I would like to see it.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, February 1, 2021 at 12:52 PM

To: Margaret Sandercock

Subject: Re: update

Yes I have a copy. I'll send it to you once I find it. I'll look for it today.

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to advise us of the same, delete the original message from your system and then confirm its deletion. Any review, dissemination, distribution or copying of this message is strictly prohibited. Thank you.

Date: Feb 01, 2021 07:55 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: G21 Lease 2007

2007 lease. The last lease that I signed.
The pages are probably out of order. My apologies.

Sent from ProtonMail Mobile

Date: Feb 01, 2021 08:05 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

February 01, 2021 - 3:05 PM

\$1,205.63

full transaction receipt

View the Privacy Policies for
Clover

Date: Feb 01, 2021 08:14 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: G21 Lease 2007

Thank you, I found what I wanted.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, February 1, 2021 at 2:55 PM

To: Margaret Sandercock

Subject: G21 Lease 2007

2007 lease. The last lease that I signed.

The pages are probably out of order. My apologies.

Sent from ProtonMail Mobile

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Date: Feb 01, 2021 08:14 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: G21 Lease 2007

Great!

Sent from ProtonMail Mobile

On Mon, Feb 1, 2021 at 15:14, Margaret Sandercock wrote:

Thank you, I found what I wanted.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, February 1, 2021 at 2:55 PM

To: Margaret Sandercock

Subject: G21 Lease 2007

2007 lease. The last lease that I signed.

The pages are probably out of order. My apologies.

Sent from ProtonMail Mobile

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Date: Feb 03, 2021 04:12 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Supreme Court Complaint

The complaint is attached for your review. Please advise Ms. Sandercock of your comments. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Feb 03, 2021 04:17 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: Gray

Here is the draft summons and complaint for your review. I am still in a holding mode to see if the landlord's most senior attorney will resolve this with me.

Please examine the contents and tell me if anything I said is not true. I know how much you paid us, but I don't know how much you paid Ed Olmsted so I made up a number. I also guessed at what may be your damages; it's important these numbers be higher than actual, not lower, so you may need to change them.

What I have done is not fully detailed, nor is it intended to be. If and when we decide to serve and file it, you have 20 days or 30 days depending on how service is made, to amend it and more detail can be added at that time.

From: Jenifer Orefice

Date: Wednesday, February 3, 2021 at 9:30 AM

To: Margaret Sandercock

Subject: Gray

Can you make sure I got the text added to paragraph 52 correct? The fax cut off some of it. If it is okay, I will send to the client.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

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Date: Feb 03, 2021 07:57 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: Gray

Received. I will review it and get back to you. Thanks.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Wednesday, February 3, 2021 11:17 AM, Margaret Sandercock wrote:

Here is the draft summons and complaint for your review. I am still in a holding mode to see if the landlord's most senior attorney will resolve this with me.

Please examine the contents and tell me if anything I said is not true. I know how much you paid us, but I don't know how much you paid Ed Olmsted so I made up a number. I also guessed at what may be your damages; it's important these numbers be higher than actual, not lower, so you may need to change them.

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To: Margaret Sandercock

Subject: Gray

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Date: Feb 08, 2021 09:32 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: fyi

There is about to be a primary residence case against Theodore Lockhart.

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Date: Feb 08, 2021 09:34 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: On your own matter

Landlord lawyer is speaking with Marty Weds. if we don't get a good result, it may be time to start that court case. Do you think you'd have time to review what I wrote in the next few days?

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Date: Feb 08, 2021 09:40 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: fyi

Ok. Good to know. What evidence do they have? Did they employ a PI? I see him fairly often in the building,

Sent from ProtonMail Mobile

On Mon, Feb 8, 2021 at 16:32, Margaret Sandercock wrote:

There is about to be a primary residence case against Theodore Lockhart.

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Date: Feb 08, 2021 09:41 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: On your own matter

Yes, I will get it done in the next few days. I'll work on it tomorrow. Thanks.

Sent from ProtonMail Mobile

On Mon, Feb 8, 2021 at 16:34, Margaret Sandercock wrote:

Landlord lawyer is speaking with Marty Weds. if we don't get a good result, it may be time to start that court case. Do you think you'd have time to review what I wrote in the next few days?

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Date: Feb 08, 2021 09:51 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: fyi

I don't know yet what the evidence is.

Sent from my iPhone

On Feb 8, 2021, at 4:40 PM, Christian Gray wrote:

Ok. Good to know. What evidence do they have? Did they employ a PI? I see him fairly often in the building,

Sent from ProtonMail Mobile

On Mon, Feb 8, 2021 at 16:32, Margaret Sandercock wrote:

There is about to be a primary residence case against Theodore Lockhart.

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Date: Feb 10, 2021 09:30 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: FW: Attached Image

Please note attached above the proposal received from TCI which is redacted as to prices. I understand this is the proposal they plan to accept. I need to know from Ed before 10 am tomorrow whether the manpower projected is adequate, and any other comments that either of you want to give us. There is a further question for Ed that I am told Jack Glass has wanted answered for some days and I also need the answer to that. The urgency is that there's a court conference tomorrow at 10 am.

I am not being allowed to see the other proposals nor unredacted proposals.

From: David Skaller

Date: Wednesday, February 10, 2021 at 2:50 PM

To: Margaret Sandercock

Subject: FW: Attached Image

Please see attached

From: Canon Printer

Sent: Wednesday, February 10, 2021 2:42 PM

To: David Skaller

Subject: Attached Image

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Date: Feb 10, 2021 10:05 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Couple questions

Do you know who the landlord's insurance carrier is? I think it's possible we should add the carrier to the court case. And have you had a chance to look at the court papers?

Would you be free to attend the court conference remotely tomorrow at 10 am or is that inconvenient? I don't have the invitation yet by the way. They usually send them in the morning of the day of the conference.

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Date: Feb 10, 2021 11:27 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: Attached Image

Sent with ProtonMail Secure Email.

----- Original Message -----

On Wednesday, February 10, 2021 4:30 PM, Margaret Sandercock wrote:

Please note attached above the proposal received from TCI which is redacted as to prices. I understand this is the proposal they plan to accept. I need to know from Ed before 10 am tomorrow whether the manpower projected is adequate, and any other comments that either of you want to give us. There is a further question for Ed that I am told Jack Glass has wanted answered for some days and I also need the answer to that. The urgency is that there's a court conference tomorrow at 10 am.

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To: Margaret Sandercock

Subject: FW: Attached Image

Please see attached

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Date: Feb 10, 2021 11:38 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: FW: Attached Image

I still don't understand why there is only 4' of the drywall being removed from the wall between the Living Area and Studio 2, as well as only 4' of drywall being removed from the North Hallway wall. Water was running down both of these walls, from the ceiling, and all of the drywall etc. is being removed from the walls behind them, and in the case of the Hallway, the ceiling that connects to it. Also the Kitchen Floor is not being addressed or tested. Here is what Ed wrote about the Kitchen Floor after he first inspected the space:

"The proposed work scope will not work because much of the mold in the apartment is hidden. For example

The mold is hidden under the raised bathroom floor

The mold is hidden in the wall cavity in the bathroom

The

mold is hidden above the ceiling in the living room and two studios-
The growth is above the sheetrock ceiling and on the wood deck above the ceiling

The mold is hidden under the kitchen flooring

There are more areas with hidden mold as outlined in my report.

The

US EPA and AIHA have both published documents that specifically warn about hidden mold. The EPA does not suggest that hidden mold can be found by looking for and removing visible mold, which is only on the base of some walls. That proposed work scope by the building owner will not detect or abate much of the hidden mold. Removing one layer of sheetrock from the base of some walls will not expose mold in all of the areas listed above such as under floors, above the ceiling, inside the bathroom raised floor and wall cavity. The owner and his expert are merely trying to minimize the work done in order to reduce costs. This will only serve to miss most of the mold. "

The Kitchen Floor was submerged in black water. This needs to be addressed. I am not having that in the place where I store, prepare, and eat food. Would you find that acceptable??

Sent with ProtonMail Secure Email.

----- Original Message -----

On Wednesday, February 10, 2021 4:30 PM, Margaret Sandercock wrote:

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To: Margaret Sandercock
Subject: FW: Attached Image

Please see attached

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To: David Skaller

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Date: Feb 10, 2021 11:45 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Couple questions

I don't know who the insurance carrier is. Can you just ask Marty's lawyers or do I need to try to figure out how to find that out? By the court papers, do you mean the Total Restoration scope of work that you sent today? Yes, I have and I just commented on it. I haven't had time to finish the review of the Supreme Court Case complaint. I have been busy with work but will find some time to get it done.

I can attend the court conference remotely tomorrow at 10am. Would it be beneficial for me to attend?

Sent with ProtonMail Secure Email.

----- Original Message -----

On Wednesday, February 10, 2021 5:05 PM, Margaret Sandercock wrote:

Do you know who the landlord's insurance carrier is? I think it's possible we should add the carrier to the court case. And have you had a chance to look at the court papers?

Would you be free to attend the court conference remotely tomorrow at 10 am or is that inconvenient? I don't have the invitation yet by the way. They usually send them in the morning of the day of the conference.

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Date: Feb 11, 2021 12:16 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: FW: Attached Image

Also, it says that they will clean the "air handling unit" not both the Heater in the Main Living Space and the MovinCool CM12 unit that is on the SE side of the unit, that services the Studios. The CM12 needs to be cleaned as well, which was already agreed upon by all parties.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Wednesday, February 10, 2021 6:38 PM, Christian Gray wrote:

I still don't understand why there is only 4' of the drywall being removed from the wall between the Living Area and Studio 2, as well as only 4' of drywall being removed from the North Hallway wall. Water was running down both of these walls, from the ceiling, and all of the drywall etc. is being removed from the walls behind them, and in the case of the Hallway, the ceiling that connects to it. Also the Kitchen Floor is not being addressed or tested. Here is what Ed wrote about the Kitchen Floor after he first inspected the space:

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The mold is hidden in the wall cavity in the bathroom

The mold is hidden above the ceiling in the living room and two studios-
The growth is above the sheetrock ceiling and on the wood deck above the ceiling

The mold is hidden under the kitchen flooring

There are more areas with hidden mold as outlined in my report.

The US EPA and AIHA have both published documents that specifically warn about hidden mold. The EPA does not suggest that hidden mold can be found by looking for and removing visible mold, which is only on the base of some walls. That proposed work scope by the building owner will not detect or abate much of the hidden mold. Removing one layer of sheetrock from the base of some walls will not expose mold in all of the areas listed above such as under floors, above the ceiling, inside the bathroom raised floor and wall cavity. The owner and his expert are merely trying to minimize the work done in order to reduce costs. This will only serve to miss most of the mold. "

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Date: Wednesday, February 10, 2021 at 2:50 PM
To: Margaret Sandercock
Subject: FW: Attached Image

Please see attached

From: Canon Printer

Sent: Wednesday, February 10, 2021 2:42 PM

To: David Skaller

Subject: Attached Image

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Date: Feb 11, 2021 12:27 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Couple questions

It may be beneficial for you to attend tomorrow.

I did not mean the Total Renovation papers, i meant the complaint I prepared for you which we need to proceed on soon.

I can find out who the insurance company is but it will take time so if you find it out please let me know. I stress again we need to start the court case even without the insurance info. I can add it later.

If you need an answer from Ed about questions about the scope of the work, he already told me it's ok and I can't chase him at 730 pm with court tomorrow at 10. You need to chase him yourself.

Sent from my iPhone

On Feb 10, 2021, at 6:46 PM, Christian Gray wrote:

I don't know who the insurance carrier is. Can you just ask Marty's lawyers or do I need to try to figure out how to find that out? By the court papers, do you mean the Total Restoration scope of work that you sent today? Yes, I have and I just commented on it. I haven't had time to finish the review of the Supreme Court Case complaint. I have been busy with work but will find some time to get it done.

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Date: Feb 11, 2021 12:28 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Edward Olmsted" <colmsted.mac@mac.com>

Subject: Re: Attached Image

You are going to have to accept what they will do now and test after and argue for more after. We keep telling you it's the best we can do.

Sent from my iPhone

On Feb 10, 2021, at 7:16 PM, Christian Gray wrote:

Also, it says that they will clean the "air handling unit" not both the Heater in the Main Living Space and the MovinCool CM12 unit that is on the SE side of the unit, that services the Studios. The CM12 needs to be cleaned as well, which was already agreed upon by all parties.

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Date: Wednesday, February 10, 2021 at 2:50 PM

To: Margaret Sandercock

Subject: FW: Attached Image

Please see attached

From: Canon Printer

Sent: Wednesday, February 10, 2021 2:42 PM

To: David Skaller

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Date: Feb 11, 2021 12:40 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: Attached Image

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To: "Christian Gray" <christiangray3@protonmail.com>

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Attached Image

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Yes, I asked you a week ago and I told you it doesn't have to be exact and we can change it later but I would prefer to list it too high than too low. And the only number that might fairly be higher than the numbers I used is the cost of the original fixtures, which I would think you would know.

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To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Attached Image

Not fully. I have clients who have tested for mold at least 6 times. This is actually normal.

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, February 10, 2021 at 8:14 PM

To: Margaret Sandercock

Subject: Re: Attached Image

I never implied that I thought the SC was extra. I was referring to continued testing of the contents and materials of the unit to prove mold contamination. Extra testing. Extra cost. Extra time. I was told that the MovinCool would be cleaned by both Ed and Candice, now it's not, and now I have to pay more money and spend more time proving what two professionals told me would definitely need to be done, and would get done. I hope you understand my frustration.

Sent from ProtonMail Mobile

On Wed, Feb 10, 2021 at 20:03, Margaret Sandercock wrote:

The case tomorrow is the Housing Court. I have told you repeatedly there is probably no point in going to trial there because the judge says he will probably just order them to correct the condition, not tell them how to do that. As such, the judge has no interest in your complaints until the work is done and the test results after the work are acceptable or unacceptable.

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From:

Christian Gray

Reply-To: Christian Gray

Date: Wednesday, February 10, 2021 at 7:50 PM

To: Margaret Sandercock

Subject: Re: FW: Attached Image

I don't understand how that that is remotely acceptable. That system is a close loop system that feeds air to sealed studio rooms. The unit was and is exposed to mold spores. This should be self-evident. Ed already agreed that this needed to be done, without a doubt, and it would get done.

Now I need to pay more money to get it tested and pay more money to get it brought to the attention on the court. Ridiculous!

Sent from ProtonMail Mobile

On Wed, Feb 10, 2021 at 19:40, Margaret Sandercock wrote:

Please read below.

From:
Edward Olmsted

Date: Wednesday, February 10, 2021 at 7:33 PM

To: Margaret Sandercock

Subject: Re: Attached Image

I tried to get the all of the system cleaned. Jack was very adamant that it was not necessary.

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

On Feb 10, 2021, at 7:28 PM, Margaret Sandercock wrote:

You are going to have to accept what they will do now and test after and argue for more after. We keep telling you it's the best we can do.

Sent from my iPhone

On Feb 10, 2021, at 7:16 PM, Christian Gray wrote:

Also, it says that they will clean the "air handling unit" not both the Heater in the Main Living Space and the MovinCool CM12 unit that is on the SE side of the unit, that services the Studios. The CM12 needs to be cleaned as well, which was already agreed upon by all parties.

Sent with
ProtonMail Secure Email.

----- Original Message -----

On Wednesday, February 10, 2021 6:38 PM, Christian Gray wrote:

I still don't understand why there is only 4' of the drywall being removed from the wall between the Living Area and Studio 2, as well as only 4' of drywall being removed from the North Hallway wall. Water was running down both of these walls, from the ceiling, and all of the drywall etc. is being removed from the walls behind them, and in the case of the Hallway, the ceiling that connects to it. Also the Kitchen Floor is not being addressed or tested. Here is what Ed wrote about the Kitchen Floor after he first inspected the space:

"The proposed work scope will not work because much of the mold in the apartment is hidden. For example

The mold is hidden under the raised bathroom floor

The mold is hidden in the wall cavity in the bathroom

The mold is hidden above the ceiling in the living room and two studios- The growth is above the sheetrock ceiling and on the wood deck above the ceiling

The mold is hidden under the kitchen flooring

There are more areas with hidden mold as outlined in my report

[Body truncated at extraction limit]

Date: Feb 11, 2021 02:41 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Attached Image

I'm going to work on the SC comments now.

1. Please send me the equation that you used to come up with the damages number. I will fill it in.

Does it account for lost income from the studio? How does that number and all of the other numbers that change with the duration of time that I'm out of my home and place of business?

Examples:

1. Lost income from not having my studio open for business? There are Tax records that show the income from the previous year.
2. Lost income as a result of the time that I have invested in dealing with the case.
3. How do you quantify the pain and suffering of being homeless from October 13th to present date...and whenever I actually get to move back into my home.
4. Interest on the money that I have put in to paying professionals to handle my case.
5. I see that you've included food...does that number increase like the other numbers, as the time moves on?
6. How do I put a price on my clothing? The cost of professionally cleaning my clothing, which hasn't been done because I don't have the money to do it. Much of my clothing has sat in contractor bags in the unit since the flood.
7. Am I putting the full value of my studio equipment? MSRP when I bought it. How do I quantify the value of vintage gear that has been damaged. How will the court assess the damage of the gear? Do I have to come out of pocket to get it tested by professionals. That is going to cost a lot of money, which I don't have at the moment.
8. Can we sue for punitive damages? Marty is illegally renting the units as residential and is intentionally doing so. He wasn't keeping his sprinklers up to date. A sprinkler technician came in one time and I asked him about the system and he said Marty doesn't want to pay to flush the system. Can this be proved? Marty intentionally didn't help me do flood mitigation, which is entirely his responsibility, while he had mitigation done in the form of cleaning and removing 2.5" feet of the drywall and insulation from the common hallway, immediately after the flood. Clearly this shows that he intentionally neglected the flood mitigation in my unit.

Sent from ProtonMail Mobile

On Wed, Feb 10, 2021 at 20:54, Margaret Sandercock wrote:

Not fully. I have clients who have tested for mold at least 6 times. This is actually normal.

From: Christian Gray

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To: Margaret Sandercock

Subject: Re: Attached Image

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Sent from ProtonMail Mobile

On Wed, Feb 10, 2021 at 19:40, Margaret Sandercock
[Body truncated at extraction limit]

Date: Feb 11, 2021 02:48 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Court

Good morning,

Please send me the link for the court conference.

Thank you.

Sent from ProtonMail Mobile

Date: Feb 11, 2021 02:49 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Court

I don't have it.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, February 11, 2021 at 9:48 AM

To: Margaret Sandercock

Subject: Court

Good morning,

Please send me the link for the court conference.

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Sent from ProtonMail Mobile

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Date: Feb 11, 2021 02:51 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Court

Please also remember, you have the most extreme expert in the business who is qualified and you are asking for some things beyond his recommendations.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, February 11, 2021 at 9:48 AM

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Date: Feb 11, 2021 02:59 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Court

The things that I brought up were in Ed's original scope of work, with the exception of the kitchen floor. I sent you his email where he said that there was mold growing under the kitchen floor.

These aren't things I'm reaching for. They were originally brought up by Ed.

Sent from ProtonMail Mobile

On Thu, Feb 11, 2021 at 09:51, Margaret Sandercock wrote:

Please also remember, you have the most extreme expert in the business who is qualified and you are asking for some things beyond his recommendations.

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Reply-To: Christian Gray

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Date: Feb 11, 2021 03:18 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Court

Sorry I meant to send that email to you. It was done in haste

Sent from ProtonMail Mobile

On Thu, Feb 11, 2021 at 09:51, Margaret Sandercock wrote:

Please also remember, you have the most extreme expert in the business who is qualified and you are asking for some things beyond his recommendations.

From: Christian Gray

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To: Margaret Sandercock

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Date: Feb 11, 2021 04:48 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Scope of Work Issues

Here are excerpts from Ed's report documenting the issues that I've brought up. I'm not sure why Ed didn't bring these issues up in the inspection with Jack Glass and get them signed off on. If I were allowed to be there during the walk-through I would have reminded Ed about what his report clearly outlined.

Kitchen Floor:

3. Kitchen - The kitchen wood floor is a layer of plywood subfloor with engineered wood finish floor. This area was reported by Christian Gray to have been under water and had warped. A swab was collected under the finish floor from the bottom side of the finish floor and the top side of the plywood. The sample had 190,000 colony forming units per square inch (CFU/in²) and was dominated by *Penicillium* and *Trichoderma*. Toxin producing species include *Trichoderma harzianum* and *Trichoderma longibrachiatum*. These results indicate there is mold growth present in the kitchen wood flooring.

The Kitchen Floor is not addressed at all in the Scope of Work outlined by TCI.

Living Room/Studio Area Room 1:

Another wipe was collected from the top of the wall between the living room and adjacent studio. There was water damage but no visible mold. The sample had 740,000 CFU/in² dominated by *Penicillium*. This is indicative of mold growth. These results indicate there is mold growth in the wall and ceiling cavities and at the upper

parts of the walls and not just the base of the walls. The walls should be demolished in the living room and studios.

The Scope of Work outlined by TCI only calls for the removal of the bottom 4' section of the wall, not the entire wall as outlined in Ed's scope of work.

Hallway/Studio Area 1:

Hall - A sample was collected from the base of the wall in the hallway outside the bathroom. The sample, number 97G-3, had a total of 17,000 CFU/g and was dominated by *Aspergillus calidoustus*, *Penicillium*, and *Aspergillus versicolor*.

Paecilomyces variotii was also detected, which is an indicator species. This sample result suggests mold growth in the wall.

Studio Area Room 1 - The top of the wall and the ceiling is water stained in the this room. A bulk sample from the top of the wall, number 97G-16, had 1.6 million colony forming units per gram when cultured and was dominated by *Penicillium*. This is indicative of mold growth in the top of the wall. This again indicates that the walls are mold colonized from top to bottom. A bulk sample was also collected from the press-wood ceiling in this room. The bulk sample, number 97G-18, had 61,000 CFU/g dominated by *Paecilomyces variotii*. This species frequently colonizes wood. This is indicative of mold growth. The ceilings should also be demolished.

The Hallway Wall is a shared wall with Studio Area 1. All of the walls and ceiling in Studio Area 1 are scheduled to be completely gutted down to the studs in the Scope of Work outlined by TCI. The ceiling in the Hallway is scheduled for a complete gut down to the studs. Everything around the wall in question is being gutted down to the studs. This wall should be gutted down to the studs, as well, as it is part of the wall system of Studio Area 1 and directly connected to the ceiling of the Hallway.

The Cleaning of the MovinCool AC System:

It was brought up that Ed is arguing that this needs to be done. It needs to be done. This system will be used in the new layout as well and the unit needs to be thoroughly cleaned as I and other artists will be breathing that air over long periods of time. They are cleaning the heater and in that same logic they should be cleaning the MovinCool AC system.

Finding a Global Resolution of razing all of the structures in the Unit, as we've discussed before will totally circumvent the mold mitigation process, save a lot of time and money, and make way for the building of the new layout. Hopefully we can work out this Global Resolution out in the meeting with David Skaller and Marty. Hopefully we can schedule this meeting soon. As stated before, it saves everyone time and money, gets me back into my home and studios, built in the new layout, and Marty starts to get paid rent again.

I'll send you my notes on the SC document. I have some questions/concerns that we can discuss on a phone call, that I will also outline in the email.

Thank you.

Sent with ProtonMail Secure Email.

Date: Feb 11, 2021 05:08 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Scope of Work Issues

You realize the landlord lawyer will say that Ed left most of these things out of the scope of work.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, February 11, 2021 at 11:48 AM

To: Margaret Sandercock

Subject: Scope of Work Issues

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[Body truncated at extraction limit]

Date: Feb 11, 2021 05:39 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Scope of Work Issues

Yes. Why did Ed leave this out of the scope of work? We went over it and over it and then we are where we are at now. Why is that? We spent a lot of time and I spent a lot of money establishing what needs to be done, Ed confirmed it in his report, and now we are here. It's not about what I want, it is about what needs to be done because there is mold contamination and it is a hazard to my health and safety. The levels that Ed tested proved this. Why didn't he get this in the scope of work? Why did he leave these things out of the scope of work?

The angle is going to be the financial one, in relation to the Global Resolution. Financial gain seems to be the most important thing to Marty, in this situation. We need to clearly outline that the Global Resolution is the most profitable for him. There are many reasons that back this reasoning up. Let me know if you would like me to list them.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Thursday, February 11, 2021 12:08 PM, Margaret Sandercock wrote:

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To: Margaret Sandercock

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Findi

[Body truncated at extraction limit]

Date: Feb 12, 2021 02:08 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: Christian Gray

Please note the below. I need you to tell me whether you want to proceed with the scope of remediation as it is, or try to get more added. Please give me your answer today if at all possible.

I also need your input into the Supreme Court complaint. I want to start that case no later than Tuesday. As

we are going into a holiday weekend, if you need to speak with me, please contact me by email so we can arrange when in terms of date and time.

From: David Skaller

Date: Friday, February 12, 2021 at 9:04 AM

To: Margaret Sandercock

Subject: RE: Christian Gray

My client is not interested in having a meeting about these issues. Please let me know how you want to proceed with the HP case . Are we going to go forward with the remediation work based upon the agreed upon scope or do you want me to pose the new issues to my expert and client and see what their response is? If it is the latter, then we will have to rebid the work.

From: Margaret Sandercock

Sent: Thursday, February 11, 2021 11:50 AM

To: David Skaller

Subject: Re: Christian Gray

To get landlord's approval of the Neratoff floor plan, to determine that your client will allow ours to rebuild his space under his own direction using licensed and insured contractors, to determine how much of the insurance money your client is paying to mine to replace his fixtures, to discuss whether our client can do and pay for additional remediation work; to discuss why our client can't see the remediation proposals.

Your client should understand that there is already drafted a Supreme Court complaint seeking damages for alternate housing, inability to cook, loss of personal property, as well as the other issues mentioned above, which damages we may be willing to waive as part of a global resolution.

From: David Skaller

Date: Thursday, February 11, 2021 at 11:42 AM

To: Margaret Sandercock

Subject: RE: Christian Gray

Can you please elaborate on the potential scope of what you want to discuss if we have a call addressing what you refer to as a potential global settlement?

From: Margaret Sandercock

Sent: Thursday, February 11, 2021 11:15 AM

To: David Skaller

Subject: Christian Gray

We would like to defer deciding whether we want to ask that the scope of work be increased until you and your client decide if we can meet to attempt global resolution. We can give you a week to decide if you will or will not do so.

Our client provided his floorplan to your client at least 2 weeks ago. Your client had verbally agreed long ago to permit the rebuilding of the space any way Chris wants, as long as it's legal and the work is done by a licensed and insured contractor. The plan was prepared by Alex Neratoff and therefore is obviously legal. We also provided this plan and 3 others to Joe Burden as otherwise I have to ask the Loft Board to reopen the narrative conference. I have not heard from Joe; I reminded him yesterday.

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delivering it to the intended recipient, you have received this e-mail in error. If you have received this e-mail in error, please call Goodfarb & Sandercock, LLP at (914) 428-3400 to advise us of the same, delete the original message from your system and then confirm its deletion. Any review, dissemination, distribution or copying of this message is strictly prohibited. Thank you.

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[Body truncated at extraction limit]

Date: Feb 16, 2021 02:16 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Can you please update me?

I had asked you to let me know on Friday whether you want to spend time trying to increase the scope of work for the mold eradication or whether you will go with what is being offered and test afterwards and deal afterwards, after a further test, about what to do when the test results are not good. I have not heard from you. You've been out of possession for a long time and any delay now is not the landlord's fault and adds to your inconvenience. It also harms our position with the landlord.

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Date: Feb 16, 2021 05:51 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: HP Court, Scope of Work

My apologies for the delayed response.

In regards to the mold remediation scope of work:

Yes, I want the issues that I brought up in the last email as well as before the HP court hearing to be addressed.

I stated this in our last email thread, and I asked questions that were unanswered:

"Yes.

Why did Ed leave this out of the scope of work? We went over it and over it and then we are where we are at now. Why is that? We spent a lot of time and I spent a lot of money establishing what needs to be done, Ed confirmed it in his report, and now we are here. It's not about what I want, it is about what needs to be done because there is mold contamination and it is a hazard to my health and safety. The levels that Ed tested proved this. Why didn't he get this in the scope of work? Why did he leave these things out of the scope of work?"

I don't understand why this is an issue still. If Ed's tests prove that there are mold levels in these areas that exceed the levels allowed by law, then they should be removed. This evidence should be outlined to the judge, as it has already been submitted.

I think that you should ask for it and if they don't accept then we move forward with the scope of work and then test. Either way, these issues need to be addressed. What doesn't make sense to me is that these areas have already been tested, shown to have unacceptable amounts of mold growth, outlined as needing to be removed in Ed's report, and now I'm being told that Ed didn't advocate for their removal during the site visit and thus these areas are not being included in the scope of work. How is this a negotiation, if by law, it has to be removed?? If ALC has a problem with it, shouldn't they have tested it to prove that it doesn't need to be done, otherwise go along with Ed's scope of work?

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I am around today and this eve to take a call in regards to this as well as the SC complaint. Please let me know what time works best for you.

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Concerning the Supreme Court case, I'd expected questions or concerns in writing. I have obligations to other clients and cannot speak on the phone till after 5 pm.

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To: Margaret Sandercock

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Date: Feb 16, 2021 06:31 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Supreme Court Complaint

Supreme Court Case Complaint

Please walk me through the SC Complaint, and answer my questions regarding the SC Complaint and Case. Thank you.

What is the strategy for the Supreme Court Case? Can you please clearly outline it so that I can understand it and work with it. I need an outline to work with and fill in. We need a clear, strategy map to work in...at least I do.

I know that the damages amounts need to be proved in court. These numbers can change through the process of proving them and as amounts compound over time. Is it a problem if the numbers go up or down through this process?

Do you have an outline for what damages are and how they are quantified and then proved in court? I would like to see it so that I can work with it.

The damages amount is brought up three times, is that to support punitive damages?

I've attached an edited version of the SC Complaint Doc you sent me. I made additions in RED and put comments in, in RED and UNDERLINED. Please call me so we can talk through the SC Complaint. I want to understand how these numbers need to be quantified and then proved in court and how much the numbers can vary from what is originally submitted in the complaint.

1. I haven't gotten the recording equipment tested. This will cost \$, but will determine the extent of the damage.

-Suggestions of who to hire?

-Video the process.

-Ed to take samples proving mold contamination.

2. How to determine lost income.

-Tax returns from 2019, 2018, 2017

- How to determine lost potential revenue, business growth, etc.?

- Missed opportunity cost, time spent on dealing with the case and conditions when it could have been spent developing business.

3. Pain and Suffering?

- This isn't listed in the damages, why?

- How is this quantified?

4. Punitive Damages?

Can we sue for punitive damages?

-Marty is knowingly renting the units illegally and does not have the proper C of O.

-Marty collected the insurance money after falsely promising that he would give me the money that he received for the damages to my apartment. I worked with Power Adjustment and Total Restoration over months to put together the numbers for Marty's insurance claim. I did this work because they told me that I would receive the insurance money that was given to Marty.

-Marty intentionally did no flood mitigation to the Unit even though he did it to the common hallway immediately after the flood.

-Mold Inspectors, ALC Environmental, were not brought in until February 7th.

5. Clothing Damages Assessment?

- Garbage bags filled with clothes that need to be professionally cleaned. I don't have the money to do this at the moment.

6. Quantifying Fixtures for Studio and Residence buildout?

- Do I have to hire a construction assessor to come in?

- The number that I have for the Construction cost largely leaves out labor. There is an adjusted number that is like the one that I gave to Marty's adjusters who submitted it to the

Insurance Company, who awarded Marty the money for two of the Studio Rooms.

- I would like to talk this through with you so that we are on the same page.

7. Strategy for Getting Narrative Conference Scheduled before Marty spends the \$

- Where are we? Naratoff Study??

- Marty is not honoring PAA.

- Can the Loft Board put a stop to Marty's plan quickly?

8. I've been staying at friend's houses since this happened. If I get an apartment now, or soon, will Marty be obligated to cover the rent? I take that's what we are suing him for as part of the \$75,000.

9. Issues that should be outlined.

1. Extent of flood damage. Black stand pipe sprinkler water contaminated the contents of the Unit. I saved a jar of it. Its jet black. Anything that this water touched is contaminated, in my opinion. It flooded the surrounding apartments as well.

2. Marty lied and promised me the insurance money so I took time to work with the insurance adjusters and inspectors.

Please let me know when you can take a phone call regarding the HP and SC cases. I am around today and tomorrow and I'm making this my priority. My apologies for the delayed response. I've been busy taking care of other things and sharing some time with my partner, Laurie, before she headed to Florida for an undetermined amount of time, to be with her elderly mother who she hasn't seen in a year and a half.

I have someone that can potentially help us as well and would like to talk with you about it ASAP.

Thank you.

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Date: Feb 16, 2021 06:56 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: HP Court, Scope of Work

Can you please answer the questions that I asked at the end of the email? Here they are again:

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To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: HP Court, Scope of Work

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Neratoff's work is done for now. There is no good basis to reopen the conference except failure to honor the commitment to paa's.

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Understood. When are you available for a phone call?

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I don't understand why this is an issue still. If Ed's tests prove that there are mold levels in these areas that exceed the levels allowed by law, then they should be removed. This evidence should be outlined to the judge, as it has already been submitted.

I think that you should ask for it and if they don't accept then we move forward with the scope of work and then test. Either way, these issues need to be addressed. What doesn't make sense to me is that these areas have already been tested, shown to have unacceptable amounts of mold growth, outlined as needing

[Body truncated at extraction limit]

Date: Feb 16, 2021 07:10 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: HP Court, Scope of Work

Send me a time that is most convenient for you and I'll plan around it. Thank you.

Sent with ProtonMail Secure Email.

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On Tuesday, February 16, 2021 2:08 PM, Christian Gray wrote:

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re-open the Narrative Conference with the Loft Board on grounds of Marty not honoring the PAA's? How is that going? How is Nertaoff's Case Study going? We paid him to make a case to reopen the Narrative Conference. Is it done? We are in a race against time

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I do just want to be sure that you don't end up blaming me for delays in your case. The landlord attorney thinks it's foolish on your part not to accept the work they are willing to do and he will be counting every

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Also, regardless of the fact that Ed and I very much want to help you, we cannot force the landlord to do something they won't do. Life is a 2 way street and I can't get things for you just because you want them.

ONE MORE TIME: WE ARE NOT OUTLINING ANYTHING TO THE JUDGE AS HE BELIEVES HE ONLY HAS TO TELL THEM TO REMEDIATE, NOT HOW TO DO IT.

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: HP Court, Scope of Work

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To: Margaret Sandercock

Subject: Re: HP Court, Scope of Work

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Date: Feb 16, 2021 10:17 PM

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To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: HP Court, Scope of Work

I am available if you want to speak now. You can reach me at 917 922 6948.

Sent from my iPhone

On Feb 16, 2021, at 2:24 PM, Christian Gray wrote:

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Date: Feb 17, 2021 09:13 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Number for SC Complaint

I sent my thoughts on the fixture numbers to Alex to get his advice. I know your assistant needs to draft this today, Wednesday so that you can submit it on Thursday. I'll touch base with you around 12 noon, or earlier if I hear from him in the meantime.

Sent with ProtonMail Secure Email.

Date: Feb 17, 2021 12:08 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Number for SC Complaint

No. My assistant doesn't draft, I do the changes. And I needed to be done with the changes by 11 am today. I won't be able to do the changes till at least Friday now. I won't be in a location where I can print out nor return markups to her so unless you give me your changes by 9 am the soonest this gets to court is Monday!

Sent from my iPhone

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Date: Feb 17, 2021 03:49 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Fwd: Christian Gray, 226 Franklin St.

I'll ask him. We would want proof of what the insurance proceeds were.

Sent from my iPhone

Begin forwarded message:

From: David Skaller

Date: February 17, 2021 at 10:43:13 AM EST

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St.

FOR SETTLEMENT PURPOSES ONLY

If my client gives your client the insurance proceeds (assuming there are some) will your client rebuild the premises and satisfy all of the requirements for my client obtaining the C of O with regard to the premises and a loft board release with no further payment from my client?

From: Margaret Sandercock

Sent: Wednesday, February 17, 2021 9:32 AM

To: David Skaller

Subject: Re: Christian Gray, 226 Franklin St.

We are open to discussion on that which is one reason we wanted to have a meeting, which thought was rejected.

Your client collected the insurance money for my client's fixtures. I believe your client needs to give over the value of the prior fixtures from that money. My client would like to direct the rebuild using licensed contractors as required, It should be stressed that he does not plan to do the work himself where licensure is required, even though he did the prior buildout himself. He expects to pay himself for anything beyond the value of the prior buildout.

He would like to use the floorplan recently prepared by Alex Neratoff which is very similar to the prior floorplan. But we are open to discussion as to what floorplan would be used.

Our concern is that if the demolition is handled by mold remediators and costs 10 times a regular demolition, there will not be enough money to rebuild.

From: David Skaller

Date: Wednesday, February 17, 2021 at 9:25 AM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St.

Your email only seems to address the demolition issue and not what happens next. Please finish the thought as to what happens next, who does what at whose expense. Once you do that I will forward to my client.

From: Margaret Sandercock

Sent: Tuesday, February 16, 2021 8:16 PM

To: David Skaller

Subject: Christian Gray, 226 Franklin St.

Our client has asked me to run thru again this idea with you: it is completely legal and endorsed by our expert to use an ordinary demolition contractor to gut the space and dispose of the refuse. We are willing at our expense to pay for mold clean up by a proper provider, along the exit route thru the building. The anticipated cost savings is that the cost of using mold personnel to demolish part of the installations and clean the rest costs 10 times what it would cost to do the demolition as I have suggested. We are not sure why your client would refuse this proposal.

We would like you to confirm that this exact proposal was conveyed to your client and that he rejected it. We need to know the answer to this before determining whether we want to ask you to expand the scope of the demolition/remediation with the mold contractor.

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Number for SC Complaint

I just got your message. I haven't heard back from Alex or my other architect friend yet but it is well past 9am so it looks like it's going in on Monday at this point. I'll let you know what the confirmed number is as soon as speak or get an email from him.

If you want to put in something now here are some broad stroke numbers:

Amended audio equipment loss number is (approximately): \$90,000.00

The total damages number for personal items and audio equipment (taken from the workbook I submitted to you) is around \$120,000 not including construction costs.

Construction Cost per square foot of residential remodel in NYC is \$250-500 according to an architect's website, <https://www.mayarchitects.com/nyc-renovation-facts>

The footprint of the loft is approximately 1,665 sq ft. so that's \$416,250.00 at \$250 a square foot.

The footprint of studio spaces are approximately 466.5 sq ft so that's \$116,250.00 at \$250 a square foot. The

Living Area is acoustically treated as well and that's another 796 sq. ft. The ceiling, north wall and east wall are acoustically treated, so that's half of the overall space, so that's \$99,500.00 but that may be an excessive amount for that build and I would want Alex's input. That brings the studio/acoustically treated areas number to \$216,125.00. Again, I would want Alex to sign off on this.

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Subject: Re: Fwd: Christian Gray, 226 Franklin St.

That reads to me that if Marty gives me the insurance money and allows me to build what I want, I can't sue him for the loss of personal items, including audio equipment etc. Do you agree?

As you stated, we would need to see how much insurance money I would be getting.

At least this gets us some more time to get the construction numbers back from Alex. I'll also ask Alex how much it will cost to build the layout that he approved.

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We are open to discussion on that which is one reason we wanted to have a meeting, which thought was rejected.

Your client collected the insurance money for my client's fixtures. I believe your client needs to give over the value of the prior fixtures from that money. My client would like to direct the rebuild using licensed contractors as required, It should be stressed that he does not plan to do the work himself where licensure is required, even though he did the prior buildout himself. He expects to pay himself for anything beyond the value of the prior buildout.

He would like to use the floorplan recently prepared by Alex Neratoff which is very similar to the prior floorplan. But we are open to discussion as to what floorplan would be used.

Our concern is that if the demolition is handled by mold remediators and costs 10 times a regular demolition, there will not be enough money to rebuild.

From: David Skaller

Date: Wednesday, February 17, 2021 at 9:25 AM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St.

Your email only seems to address the demolition issue and not what happens next. Please finish the thought as to what happens next, who does what at whose expense. Once you do that I will forward to my client.

From: Margaret Sandercock

Sent: Tuesday, February 16, 2021 8:16 PM

To: David Skaller

Subject: Christian Gray, 226 Franklin St.

Our client has asked me to run thru again this idea with you: it is completely legal and endorsed by our expert to use an ordinary demolition contractor to gut the space and dispose of the refuse. We are willing at our expense to pay for mold clean up by a proper provider, along the exit route thru the building. The anticipated cost savings is that the cost of using mold personnel to demolish part of the installations and clean the rest costs 10 times what it would cost to do the demolition as I have suggested. We are not sure why your client would refuse this proposal.

We would like you to confirm that this exact proposal was conveyed to your client and that he rejected it. We need to know the answer to this before determining whether we want to ask you to expand the scope of the demolition/remediation with the mold contractor.

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[Body truncated at extraction limit]

Date: Feb 17, 2021 08:26 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Number for SC Complaint

I haven't heard back from Alex but I did hear back from a friend of mine who is an architect and construction manager and he gave me cost per square foot numbers that I trust are accurate for residential remodeling in NYC.

The breakdown is:

Total Loft Footprint: \$250,988.00

Studio 1,2,3 and Acoustically treated areas of the Living Area: \$184,550.75

Sent with ProtonMail Secure Email.

----- Original Message -----

On Wednesday, February 17, 2021 11:13 AM, Christian Gray wrote:

I just got your message. I haven't heard back from Alex or my other architect friend yet but it is well past 9am so it looks like it's going in on Monday at this point. I'll let you know what the confirmed number is as soon as speak or get an email from him.

If you want to put in something now here are some broad stroke numbers:

Amended audio equipment loss number is (approximately): \$90,000.00

The total damages number for personal items and audio equipment (taken from the workbook I submitted to you) is around \$120,000 not including construction costs.

Construction Cost per square foot of residential remodel in NYC is \$250-500 according to an architect's website, <https://www.mayarchitects.com/nyc-renovation-facts>

The footprint of the loft is approximately 1,665 sq ft. so that's \$416,250.00 at \$250 a square foot.

The footprint of studio spaces are approximately 466.5 sq ft so that's \$116,250.00 at \$250 a square foot. The Living Area is acoustically treated as well and that's another 796 sq. ft. The ceiling, north wall and east wall are acoustically treated, so that's half of the overall space, so that's \$99,500.00 but that may be an excessive amount for that build and I would want Alex's input. That brings the studio/acoustically treated areas number to \$216,125.00. Again, I would want Alex to sign off on this.

Thank you.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Wednesday, February 17, 2021 7:08 AM, Margaret Sandercock wrote:

No. My assistant doesn't draft, I do the changes. And I needed to be done with the changes by 11 am today. I won't be able to do the changes till at least Friday now. I won't be in a location where I can print out nor

return markups to her so unless you
give me your changes by 9 am the soonest this gets to court is Monday!

Sent from my iPhone

On Feb 17, 2021, at 4:13 AM, Christian Gray wrote:

I sent my thoughts on the fixture numbers to Alex to get his advice. I know your assistant needs to draft this today, Wednesday so that you can submit it on Thursday. I'll touch base with you around 12 noon, or earlier if I hear from him in the meantime.

Sent with ProtonMail Secure Email.

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Date: Feb 17, 2021 10:00 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Fwd: Christian Gray, 226 Franklin St.

Sent from my iPhone

Begin forwarded message:

From: David Skaller

Date: February 17, 2021 at 4:56:01 PM EST

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St.

How much would be enough?

From: Margaret Sandercock

Sent: Wednesday, February 17, 2021 4:35 PM

To: David Skaller

Subject: Re: Christian Gray, 226 Franklin St.

I spoke with our client and I cannot answer whether he will agree or not without knowing what the insurance proceeds are.

From: David Skaller

Date: Wednesday, February 17, 2021 at 10:43 AM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St.

FOR SETTLEMENT PURPOSES ONLY

If my client gives your client the insurance proceeds (assuming there are some) will your client rebuild the premises and satisfy all of the requirements for my client obtaining the C of O with regard to the premises and a loft board release with no further payment from my client?

From: Margaret Sandercock

Sent: Wednesday, February 17, 2021 9:32 AM

To: David Skaller

Subject: Re: Christian Gray, 226 Franklin St.

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Your client collected the insurance money for my client's fixtures. I believe your client needs to give over the value of the prior fixtures from that money. My client would like to direct the rebuild using licensed contractors as required, It should be stressed that he does not plan to do the work himself where licensure is required, even though he did the prior buildout himself. He expects to pay himself for anything beyond the value of the prior buildout.

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[Body truncated at extraction limit]

Date: Feb 18, 2021 03:06 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Fwd: can we talk today - 97 Green

This is an urgent situation. We cannot lose this expert as he cannot be replaced.

Sent from my iPhone

Begin forwarded message:

From: Edward Olmsted

Date: February 18, 2021 at 10:00:32 AM EST

To: Margaret Sandercock

Subject: can we talk today - 97 Green

Hi Margaret;

Christian has left a message and he's pretty insistent that we are not doing enough on the scope of work at 97 Green. He wants the kitchen floor up and additional walls. I am a bit nervous about this project and feel like its causing more stress for me and I am definitely getting squeezed from both sides. I hate to do this to you but Im leaning toward walking away. I have not billed him for my meetings on site with ALC and the contractors and if he is clearly dissatisfied with me. As such he can not pay me and I will bow out. Unfortunately this is a loose-loose situation for me. I feel like no matter what happens he will claim it is not enough and will hold me responsible.

Best regards

Ed

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

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Date: Feb 18, 2021 04:34 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Fwd: can we talk today - 97 Green

Ok. He left me a message too. I'll call him and ask him not to leave.

Sent from ProtonMail Mobile

On Thu, Feb 18, 2021 at 10:06, Margaret Sandercock wrote:

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Sent from my iPhone

Begin forwarded message:

From: Edward Olmsted

Date: February 18, 2021 at 10:00:32 AM EST

To: Margaret Sandercock

Subject: can we talk today - 97 Green

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original message from your system and then confirm its deletion. Any review, dissemination, distribution or copying of this message is strictly prohibited. Thank you.

Date: Feb 18, 2021 04:56 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: can we talk today - 97 Green

I need you to give me numbers to give to landlord.

Sent from my iPhone

On Feb 18, 2021, at 11:34 AM, Christian Gray wrote:

Ok. He left me a message too. I'll call him and ask him not to leave.

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On Thu, Feb 18, 2021 at 10:06, Margaret Sandercock wrote:

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To: Margaret Sandercock

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Date: Feb 18, 2021 06:30 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Ed Olmstead

I just talked with Ed and he's going to stay on and I paid him for the last visit he did, which he never sent me an invoice for. Anyway, that is resolved. I told him that it seemed that Marty and his lawyer are beginning to open to negotiation and that they may go along with the full demo. Ed agreed that that would solve our issues. I told him that if we didn't get the full demo signed off on by Marty and his lawyers that we would do the scope of work outlined, as is, and then go in and test again to make another case to remove the areas in question. In my opinion this is redundant and I'm the one who has to pay for it, but I'll do what I have to do. The main goal is to get the structures demoed and build from a clean slate.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Thursday, February 18, 2021 11:56 AM, Margaret Sandercock wrote:

I need you to give me numbers to give to landlord.

Sent from my iPhone

On Feb 18, 2021, at 11:34 AM, Christian Gray wrote:

Ok. He left me a message too. I'll call him and ask him not to leave.

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Sent from my iPhone

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From: Edward Olmsted

Date: February 18, 2021 at 10:00:32 AM EST

To: Margaret Sandercock

Subject: can we talk today - 97 Green

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for me and I am definitely getting squeezed from both sides. I hate to do this to you but Im leaning toward walking away. I have not billed him for my meetings on site with ALC and the contractors and if he is clearly dissatisfied with me. As such he can not

pay me and I will bow out. Unfortunately this is a loose-loose situation for me. I feel like no matter what happens he will claim it is not enough and will hold me responsible.

Best regards

Ed

Edward Olmsted

olmsted.mac@mac.com

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Date: Feb 18, 2021 06:44 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: can we talk today - 97 Green

Exactly what numbers do you need from me?

Please break the numbers down into subjects that I can plug numbers into.

Alex got back to me and said that he thought \$200-250 a square foot was accurate but said that the studio spaces would be more. He said he didn't have the tools to put together an accurate number and recommended that I hire an estimator. I can hire my friend who gave me the numbers that I plugged into my spreadsheet that gave me the numbers that I gave you yesterday. Also of note, Alex's numbers as well as the numbers that I found on the website that I sent you the link for are about the same but higher than the numbers that my friend gave me.

If I hire me friend to do the estimate, what exactly am I hiring him for?

1. Estimating the worth of what is there now?
2. Estimating the cost of what needs to be built?
3. Do you need both numbers?

I see that Marty's lawyer side-stepped disclosing the amount that Marty received from the insurance payout. You told them that we couldn't make a decision regarding this matter without that number. What happened with that? Can you get the number?

Obviously damages go outside the scope of the fixtures. Are they asking or do you think that they will ask me to sign something that says I won't go after any damages outside of what insurance money that they give me? What is your strategy regarding this?

Sent with ProtonMail Secure Email.

----- Original Message -----

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I need you to give me numbers to give to landlord.

Sent from my iPhone

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: can we talk today - 97 Green

I need a breakdown of how much money you want from the landlord to fix your place to the level it was at time of flood. Anything above that is your responsibility to pay.

I cannot break down more than that.

We cannot wait to answer while you get an estimator.

I don't think landlord is unfair to ask what you want in terms of money. I will persist to ask what they got but I cannot wait on that to put forward a number, and this request of theirs is good for you as they are asking what it will take to make this problem go away.

Sent from my iPhone

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[Body truncated at extraction limit]

Date: Feb 18, 2021 08:15 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: can we talk today - 97 Green

Ok. I'll spend the rest of the day working on it. I need some time to put this together. Can we give them the number on Monday?

Marty's Environmental Inspector is testing the ceiling and the north wall (party wall shared with David) of the Living Area to determine if it needs to be removed and replaced. It is in Ed's scope of work. Should I include the numbers for those areas? Probably...

Sent with ProtonMail Secure Email.

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Sent from my iPhone

On Feb 18, 2021, at 1:44 PM, Christian Gray wrote:

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Sent from my iPhone

Begin forwarded message:

From: Edward Olmsted

Date: February 18, 2021 at 10:00:32 AM EST

To: Margaret Sandercock

Subject: can we talk today - 97 Green

Hi Margaret;

Christian has left a message and he's pretty insistent that we are not doing enough on the scope of work at 97 Green. He wants the kitchen floor up and additional walls. I am a bit nervous about this project and feel like its causing more stress for me and I am definitely getting squeezed from both sides. I hate to do this to you but Im leaning toward walking away. I have not billed him for my meetings on site with ALC and the contractors and if he is clearly dissatisfied with me. As such he can not pay me and I will bow out. Unfortunately this is a loose-loose situation for me. I feel like no matter what happens he will claim it is not enough and will hold me responsible.

Best regards

Ed

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

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Date: Feb 18, 2021 08:19 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: can we talk today - 97 Green

Yes you should include that.

It makes such a bad impression not to respond promptly.

Sent from my iPhone

On Feb 18, 2021, at 3:16 PM, Christian Gray wrote:

Ok. I'll spend the rest of the day working on it. I need some time to put this together. Can we give them the number on Monday?

Marty's Environmental Inspector is testing the ceiling and the north wall (party wall shared with David) of the Living Area to determine if it needs to be removed and replaced. It is in Ed's scope of work. Should I include the numbers for those areas?
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Date: Feb 18, 2021 11:32 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: can we talk today - 97 Green

Then a professional estimator should have been hired to put these numbers together, but I hear what you're saying, especially in relation to having told them you have the SC Complaint drafted. Are Marty etc. are going to hold me to this number? I would guess yes and if so, it needs to be accurate and cover all the

costs. I'm not a professional estimator and it will take me some time to put it together. I asked my friend if he will take it on and I'm waiting to hear back from him. I will work on it for the rest of the day and get back to you tonight. I already sent you numbers for all of this yesterday and the night before, but they need to be refined and padded appropriately.

Marty had companies come is an bid on the remediation and the rebuild. They have the numbers and Marty and maybe his lawyers at this point, know how much insurance money he got for the fixtures.

Can we approach it from that angle? Get the bids for the rebuild and ask for that amount plus demo (which is much cheaper than remediation)

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Date: Feb 18, 2021 11:33 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Finalizing Numbers

I have a meeting tomorrow afternoon/early eve with a General Contractor/Estimator that is going to go through the numbers with me, and do a walk through of the unit. I'll send you them tomorrow night after I finalize them. I am going to be offline until tomorrow.

Sent with ProtonMail Secure Email.

Date: Feb 18, 2021 11:34 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Finalizing Numbers

Ok. Thanks.

Sent from my iPhone

On Feb 18, 2021, at 6:33 PM, Christian Gray wrote:

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Date: Feb 22, 2021 02:20 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Number for landlord???

His attorney emailed me yesterday and called me today.

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Date: Feb 22, 2021 04:43 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Number for landlord???

The contractor came by for a walk-through on Friday morning and said he would put an estimate together for the following:

1. Demo to the scope of work outlined by Total Restoration. This includes mold remediation.
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I told him that I need estimates for numbers 1 & 2 from him ASAP. He said the earliest that he would have it is Wednesday. The contractor said that the studs would need to be demoed because no engineer is going to sign off on rebuilding anything structural on studs that have been potentially compromised. I asked him to put a number together for leaving the studs in, despite his opinion, which obviously is the same as Alex's. The walls in the studios and the hall are structural. Marty's architect/structural engineer would have to sign off on rebuilding on these studs. They are not going to bet their license on it, in my opinion. Either way they need to be inspected for structural integrity.

I will give you the numbers when I get them.

Isn't Marty's lawyer asking how much I'm going to need for demoing the unit without mold remediation and then building the new layout? So don't they need the estimates for 3 & 4 asap as well?

Marty and his lawyers already have the numbers, they hired professionals to estimate them, and it took multiple weeks to get them. Let them know that, if you haven't already. My architect friend said if it's going to the Supreme Court then I should hire a company called Accu-Cost. If Marty and his lawyers are going to hold me to a number and/or we are going to the Supreme Court then I will hire that company. They specialize in court cases and being expert witnesses.

Alex said he didn't have the tools to put together an accurate number and to hire an estimator. He wrote back after I gave him my architect friend's numbers and said that they were too low. Alex said \$200-250 a square foot for the living spaces and more than that for the studios.

I am not going to give them a number that they can hold me to unless it's done by a professional. If it's going to the Supreme Court then the numbers should probably also be estimated by Accu-Cost. I trust the contractor that came through on Friday. He is a friend of mine, lives across the hall and build out three unit in the building, and has worked with Marty for years. He had also been an expert witness in cases similar to mine. Also, you and I need to be able to see the estimates that his professionals gave before we come to any agreement.

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Date: Feb 22, 2021 06:09 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Number for landlord???

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NUMBER. THERE IS NO SCENARIO IN WHICH ANYONE WILL GIVE YOU ACCESS TO UNLIMITED MONEY.

You cannot have everything, you cannot have your floor plan and lead the renovation yourself, without coming up with a demand number. They are saying they want to resolve everything now. I am not that hopeful it will work out, but at

least then I can put the numbers into a Supreme Court complaint.

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Reply-To: Christian Gray

Date: Monday, February 22, 2021 at 11:43 AM

To: Margaret Sandercock

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Subject: Re: Number for landlord???

The number of building the loft to what it was before the flood is tied to the number of demoing to ALC's spec's (mold remediation). You cannot separate the two.

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4. Build-out of the new layout.

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Isn't Marty's lawyer asking how much I'm going to need for demoing the unit without mold remediation and then building the new layout? So don't they need the estimates for 3 & 4 asap as well?

Marty and his lawyers already have the numbers, they hired professionals to estimate them, and it took multiple weeks to get them. Let them know that, if you haven't already. My architect friend said if it's going to the Supreme Court then

I should hire a company called Accu-Cost. If Marty and his lawyers are going to hold me to a number and/or we are going to the Supreme Court then I will hire that company. They specialize in court cases and being expert witnesses.

Alex said he didn't have the tools to put together an accurate number and to hire an estimator. He wrote back after I gave him my architect friend's numbers and said that they were too low. Alex said \$200-250 a square foot for the living spaces and more than that for the studios.

I am not going to give them a number that they can hold me to unless it's done by a professional. If it's goi
[Body truncated at extraction limit]

Date: Feb 22, 2021 06:56 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Number for landlord???

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They asked for a proposal from you to take this off their hands. If we reach agreement, they will not be doing anything. You can do the demo the way you want. If you want to use a demo contractor and not a mold company, use the pricing for what you are going to do.

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Reply-To: Christian Gray

Date: Monday, February 22, 2021 at 1:54 PM

To: Margaret Sandercock

Subject: Re: Number for landlord???

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

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From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Number for landlord???

Sent with ProtonMail Secure Email.

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I told him that I need
[Body truncated at extraction limit]

Date: Feb 22, 2021 07:27 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Number for landlord???

The 2 thoughts in the below email are identical.

From: Christian Gray

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[Body truncated at extraction limit]

Date: Feb 24, 2021 08:58 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: 66 Freeman Lease Review

Greetings,

I am waiting for my landlord, Jerzy Stankowski, to give me the renewed lease option on my studio at 66 Freeman Street, in Greenpoint. You and I discussed this briefly a while back. The problem is this:

My original lease rider guaranteed me unlimited renewal of the 5 year option with all terms therein with the exception of the rent increase that would be determined by the landlord but if not agreed upon by me, there would be a process of assessing and arbitration by third-parties and a resulting decision on the rent increase. This lease was signed off on by my lawyer and my landlord's lawyer who was in charge of negotiating the terms. My landlord's second lawyer said there was a conflict with the unlimited lease renewal if I weren't able to exercise my right of first refusal and that if I weren't able to buy the building, the party who bought the building would be bound by the the lease agreement with the unlimited renewals. My lawyer agreed with this and negotiated 3 options to renew after the original term was up, giving me the original 5-year lease term (which just expired on January 1st) and 3, 5-year options after that, so 15 more years. unfortunately I signed to these term after my lawyer was adamant about doing so. I deeply regret this.

The original terms of the unlimited lease renewal option, coupled with the right of first refusal is the only reason why I have invested so much time, attention, and money into developing that space. My lawyer at the time said that the landlord would likely sell me the building in that time but obviously there are no guarantees. It seems that there are loop-holes as well, or conditions that aren't defined, such as if the landlord passes away and he transfers ownership to someone else, besides me.

I understand the reasoning behind my landlord's second lawyer's objection but I think that there was a more advantageous way, in regards to my interests, to come up with a solution to that objection. My first concern is that I may not got a chance to exercise my right of first refusal within the next fifteen years, especially if my landlord passes away and transfers ownership to someone younger, or if my landlord lives longer than 15 years from now. In either of these cases, I should be able to continue renewing my options indefinitely until I get me right of first refusal, and if I can't exercise it (which I will find a way to exercise it if the opportunity comes up) there needs to be contingency plan outlined so that my landlord and his lawyers will sign off on it. They may not agree to any of it now being that I signed the lease terms, but it's worth a try.

Please let me know what you think and how much it will cost for you to write the solution into the lease so I can submit it to my landlord and his lawyers for consideration.

I've attached two folders, one folder containing the original lease rider that stipulates the unlimited renewals and the second folder that contains the amended lease that I signed which stipulates the 3, 5-year renewal options. Please review them, especially section 38, "Tenant's Option", and let me know what you think the best solution is. *The folders wouldn't upload so I attached the images. The first lease images are labeled 1-7, the second amended and signed off on lease are labeled 1a-7a.

Thank you for your time. I would like to attempt to resolve this issue by amending the lease and having my landlord and his lawyers agree to the terms, and then sign off on it.

Thank you for your time.

Christian

Sent with ProtonMail Secure Email.

Date: Feb 24, 2021 09:23 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: 66 Freeman Lease Review

On another topic, how are we in getting numbers for the landlord lawyer ?

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Reply-To: Christian Gray

Date: Wednesday, February 24, 2021 at 3:58 PM

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From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: 2a and 5a

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Date: Feb 24, 2021 09:44 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: 66 Freeman Lease Review

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OK. Alex Neratoff is looking for recommendable contractors for Loft Law tenants who persuade their landlord to let them do their own work. Is the person you are working with now, recommendable?

From: Christian Gray
Reply-To: Christian Gray
Date: Wednesday, February 24, 2021 at 4:27 PM
To: Margaret Sandercock
Subject: Re: 66 Freeman Lease Review

I talked with the GC last night and he said he's working on them this week. I made it very clear to him that I needed them ASAP and that they were going to be used in a negotiation and that if agreed upon that I would be held to them and that they would probably be submitted to the Supreme Court so they needed to be accurate.

I'll let you know when I get them or when he gives me a day that he will have them done. He said that he'll have them to me this week.

Sent from ProtonMail Mobile

On Wed, Feb 24, 2021 at 16:23, Margaret Sandercock wrote:

On another topic, how are we in getting numbers for the landlord lawyer ?

From: Christian Gray
Reply-To: Christian Gray
Date: Wednesday, February 24, 2021 at 3:58 PM
To: Margaret Sandercock
Subject: 66 Freeman Lease Review

Greetings,

I am waiting for my landlord, Jerzy Stankowski, to give me the renewed lease option on my studio at 66 Freeman Street, in Greenpoint. You and I discussed this briefly a while back. The problem is this:

My original lease rider guaranteed me unlimited renewal of the 5 year option with all terms therein with the exception of the rent increase that would be determined by the landlord but if not agreed upon by me, there would be a process of assessing and arbitration by third-parties and a resulting decision on the rent increase. This lease was signed off on by my lawyer and my landlord's lawyer who was in charge of negotiating the terms.

My landlord's second lawyer said there was a conflict with the unlimited lease renewal if I weren't able to exercise my right of first refusal and that if I weren't able to buy the building, the party who bought the building would be bound by the the lease agreement with the unlimited renewals. My lawyer agreed wit

[Body truncated at extraction limit]

Date: Feb 26, 2021 12:32 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Commercial lease

Adam and I would like to talk to you about the issue you presented. We are not able to do it today. We could do it tomorrow to the extent you're in a rush, or on Monday. Please let me know what works for you.

Sent from my iPhone

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Date: Feb 27, 2021 07:19 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Commercial lease

Thanks for getting back to me about it. I can talk today or Monday. Let me know what works best for you.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Friday, February 26, 2021 7:32 AM, Margaret Sandercock <mbs@goodfarblaw.com> wrote:

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>

> Sent from my iPhone

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Date: Feb 27, 2021 08:35 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Our availability to speak

We can speak with you at 5 pm today if that works for you. What number would we call?

Also, a trial date has been set for the Lockhart/Hubbard access application, March 11 at 10 am. The landlord goes first. The testimony will be taken remotely. I wonder if you would be willing to testify?

I would want you to testify that the last narrative conference was held x date in 2017, it was conducted by Michael Bobick for the Loft Board, you were told there would be another conference but there never was another conference and that the 45 day clock

was started abruptly in 2018, and that throughout the conferences which you attended, the landlord said they were just filing certain plans 'for now,' and that they would do PAA's for people who wanted them.

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Date: Feb 27, 2021 08:41 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Our availability to speak

I can speak with you at 5pm today. My number is:
347-756-0770

I am willing to testify to those statements.

Sent from ProtonMail Mobile

On Sat, Feb 27, 2021 at 15:35, Margaret Sandercock wrote:

We can speak with you at 5 pm today if that works for you. What number would we call?

Also, a trial date has been set for the Lockhart/Hubbard access application, March 11 at 10 am. The landlord goes first. The testimony will be taken remotely. I wonder if you would be willing to testify?

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Date: Feb 27, 2021 09:09 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: Re: Our availability to speak

That would be great. The landlord's case is first on an access application and then I have to put Neratoff next so as to avoid a large bill for him wasting time. Your testimony would probably be lunch time or later. I am copying Elizabeth because the platform used by Oath is Web Ex, which you will have to install on your computer and it may be wise to do a test run to make sure it works. Elizabeth is usually in charge of arranging these test runs; Elizabeth, you may need a test run for Neratoff (or he may already have done it) and likely also for Phil Hubbard and for Theodore Lockhart.

We (Adam and i) will call you at 5.

From: Christian Gray

Reply-To: Christian Gray

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Date: Mar 01, 2021 08:29 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

March 01, 2021 - 3:29 PM

\$1,199.50

full transaction receipt

View the Privacy Policies for
Clover

Date: Mar 02, 2021 12:21 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Fwd: Gray

Please get a move on.

Sent from my iPhone

Begin forwarded message:

From: David Skaller

Date: March 1, 2021 at 7:20:25 PM EST

To: Margaret Sandercock

Subject: Gray

What is the status on this?

David M. Skaller

Partner

Belkin Burden Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel:

212-867-4466 (Ext. 316)

Fax:

212-297-1859

E-mail: dskaller@bbgllp.com

Web:

www.bbgllp.com

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to advise us of the same, delete the original message from your system and then confirm its deletion. Any review, dissemination, distribution or copying of this message is strictly prohibited. Thank you.

Date: Mar 04, 2021 05:38 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Status of numbers

Too much time is passing, there is another court conference in a few days. As I told you 5 days ago, you are harming your position and the position of the other tenants who need PAA's by your delay.

When can I expect you to respond substantively???

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Date: Mar 04, 2021 05:53 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Status of numbers

I just got the estimate for full demo with no mold remediation and rebuilding what is there right now (current layout). I'm going to review them this afternoon. The GC said that he is talking with the mold remediation contractor today and working on the other estimate of full demo and then building the new layout. I should have those two estimates tomorrow and will send everything to you once I review them, which I will do as soon as I receive them.

Sent from ProtonMail Mobile

On Thu, Mar 4, 2021 at 12:38, Margaret Sandercock wrote:

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Date: Mar 04, 2021 06:00 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Status of numbers

There is a huge difference to me and to the other tenants if I get this today, or by first thing tomorrow, say 10 am, than if I get it on the weekend or Monday.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, March 4, 2021 at 12:54 PM

To: Margaret Sandercock

Subject: Re: Status of numbers

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Date: Mar 04, 2021 06:22 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Status of numbers

Understood.

Sent from ProtonMail Mobile

On Thu, Mar 4, 2021 at 13:00, Margaret Sandercock wrote:

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To: Margaret Sandercock

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Date: Mar 04, 2021 08:47 PM

From: "Elizabeth Sandercock" <es@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Our availability to speak

In preparation for the hearing next Thursday, please take a look at the instruction for WebEx which OATH has provided to us in the past. You should also download the program to your computer in advance by going to the website, <https://www.webex.com/downloads.html>. OATH uses an earlier version, called Meetings, which is available to download at the very bottom of that webpage. You can utilize WebEx through your web browser, but I'm told it works better when you have the program downloaded.

Please let me know if you want to do a quick training session with OATH. It usually only takes 10-15 minutes. If you have any other questions about the software, I can try to answer them.

Elizabeth Sandercock, Esq.

Goodfarb & Sandercock, LLP

110 E. 59th Street, 22nd Floor

New York, NY 10022

Tel: (212) 509-0440

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From: Margaret Sandercock

Sent: Saturday, February 27, 2021 4:09 PM

To: Christian Gray

Cc: Elizabeth Sandercock

Subject: Re: Our availability to speak

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Sent from ProtonMail Mobile

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Date: Mar 05, 2021 06:02 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Status of numbers

Attached are the estimates from the contractors.

Here is a summary of the numbers:

360 Restoration Full Mold-Remediation Estimate: \$93,645.73

360 Restoration Phase 1 Mold-Remediation Estimate: \$46,008.81

Note from 360 Restoration regarding the Phase 1 Mold-Remediation outlined by ALC:

"please note the phase 1 proposal is redundant to the overall project. If we only start with phase 1 we will be re-cleaning and certain things such as equipment and heavy cleaning procedures will have to be performed twice and will add cost to the overall project hence why I recommend the larger proposal as it accounts for things to be done once cleaned and ready for clearance with as little possibility of failure as possible."

The contractor told me that the total cost of mold-remediation done in phases will exceed his estimate of getting it all done at the same time, because of the reasons he stated above.

Also of note, I found a mistake in the SQ FT calculations of the cleaning of the studs. Those numbers will be more expensive. I'm going to notify him now and I'll send you the revised estimate when I get it. The corrections will only apply to the Phase-1 Estimate.

Rainbow Home Improvement Inc. Estimate for Full Demo and Rebuild to Current Layout: \$250,146.00

Rainbow Home Improvement Inc. Estimate for Full Demo and Rebuild to Neratoff Approved Layout: \$237,886.00

The demolition cost is the same in both estimates by Rainbow Home Improvement, and is a fraction of the cost of the Full Mold-Remediation and the partial Phase-1 Mold-Remediation.

I extracted the demo cost from the estimates so you can see it:

Demolition- Demolish and dispose all surfaces required by environmental inspector: \$14,276.00

As you can see, it is cheaper to do the full demo, without mold-remediation and then build the Neratoff Approved Layout than it is to do any other scenario. All of the other solutions will be more expensive and take more time. Hopefully you can get Marty and team to sign off on it. Good luck!

Sent with ProtonMail Secure Email.

----- Original Message -----

On Thursday, March 4, 2021 1:22 PM, Christian Gray wrote:

Understood.

Sent from ProtonMail Mobile

On Thu, Mar 4, 2021 at 13:00, Margaret Sandercock wrote:

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Date: Thursday, March 4, 2021 at 12:54 PM
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Sent from ProtonMail Mobile

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Date: Mar 05, 2021 02:09 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: Status of numbers

I don't understand this. I understand that to rebuild the space per Neratoff design is cheaper than to rebuild what you have now. I don't understand the mold remediation issue. I thought you intended to do demolition by a regular contractor, not a mold company, that demo would be part of the rebuild numbers and there would be a small mold number for making sure you didn't spill mold in the halls and things like that. So I don't understand which mold number to give and why they are so high.

Sent from my iPhone

On Mar 5, 2021, at 1:03 AM, Christian Gray wrote:

Attached are the estimates from the contractors.

Here is a summary of the numbers:

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360 Restoration Phase 1 Mold-Remediation Estimate: \$46,008.81

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Too much time is passing, there is another court conference in a few days. As I told you 5 days ago, you are harming your position and the position of the other tenants who need PAA's by your delay.

When can I expect you to respond substantively???

CONFIDENTIALITY: The information contained in this e-mail message is intended only for the designated recipient. The message may be an attorney/client communication, and if so, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you have received this e-mail in error. If you have received this e-mail in error, please call Goodfarb & Sandercock, LLP at (914) 428-3400 to advise us of the same, delete the original message from your system and then confirm its deletion. Any review, dissemination, distribution or copying of this message is strictly prohibited. Thank you.

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-Phase-1 is just that, the first phase of multiple phases of mold remediation work. The mold remediation contractor told me that doing the mold remediation work in phases will cost more than doing it all at once. So the actual cost of mold remediation, done in phases, will cost more than \$93,645.73.

I hope that makes things clearer for you.

Sent from ProtonMail Mobile

On Fri, Mar 5, 2021 at 09:09, Margaret Sandercock wrote:

I don't understand this. I understand that to rebuild the space per Neratoff design is cheaper than to rebuild what you have now. I don't understand the mold remediation issue. I thought you intended to do demolition by a regular contractor, not a mold company, that demo would be part of the rebuild numbers and there would be a small mold number for making sure you didn't spill mold in the halls and things like that. So I don't understand which mold number to give and why they are so high.

Sent from my iPhone

On Mar 5, 2021, at 1:03 AM, Christian Gray wrote:

Attached are the estimates from the contractors.

Here is a summary of the numbers:

360 Restoration Full Mold-Remediation Estimate: \$93,645.73

360 Restoration Phase 1 Mold-Remediation Estimate: \$46,008.81

Note from 360 Restoration regarding the Phase 1 Mold-Remediation outlined by ALC:

"please note the phase 1 proposal is redundant to the overall project. If we only start with phase 1 we will be re-cleaning and certain things such as equipment and heavy cleaning procedures will have to be performed twice and will add cost to the overall project hence why I recommend the larger proposal as it accounts for things to be done once cleaned and ready for clearance with as little possibility of failure as possible."

The contractor told me that the total cost of mold-remediation done in phases will exceed his estimate of getting it

[Body truncated at extraction limit]

Date: Mar 07, 2021 11:46 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Alexandr Neratoff" <alexandr@neratoff.com>, "Christian Gray" <christiangray3@protonmail.com>

Cc: "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: Testimony in the Lockhart/Hubbard case Thurs.

You are both scheduled to testify. The landlord is the petitioner and goes first. As such, we cannot tell you what time you will testify. You'll be provided with the Web Ex info to join the meeting but we will have to email you, text you and or call you on your cell phone to tell you to join the meeting. You are not allowed in the meeting before you testify. You have to appear on screen without a mask to testify. You can't just call in.

The case starts at 10 and I think it's safe to say neither of you would testify before 11 am. If you have periods of unavailability, please let us know that, so we can try to organize to avoid your inconvenience.

Chris, it is important that we have no issue with your participation; Alex is doing a test to make sure he knows how to participate and we would recommend that to you as well. If you want to do a test, we should ask Oath to cooperate ASAP since we can't do it without them. We prefer that you do a test since Oath would be more patient with any problems we have if they know we did try to prepare. Please contact Elizabeth if you are willing to test.

We will send you all the exhibits in the case late Tues. or Weds. You should print them out and have them with you when you testify. It's important in remote trials for us to be able to say that everyone is looking at the same documents.

I plan to send you my questions and answers tomorrow. I am not telling you what to say. I am telling you to tell the truth. If some of my answers are wrong, I want to know that so it can be corrected. You cannot have my questions and answers with you when you testify, you have to testify from memory.

Thank you for your help.

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Date: Mar 08, 2021 04:50 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Testimony for Lockhart access case

You can be asked whether we prepared for your testimony and even whether I told you to say anything in particular. The answer to the question is that we did prepare and I told you to tell the truth and asked you the questions I am likely to ask you during the hearing.

Where do you live? Give your Franklin St. address and your own unit number, but say that you are out of possession due to a flood and the resulting damage and have been staying other places recently because of that.

Do you know someone called Theodore Lockhart? How do you know him?

Do you know someone called Phil Hubbard? How do you know him?

Do you know whether there is a tenant assn. at 226 Franklin St.?

What if any is your role with respect to the TA? I am the tenant in charge of that.

Looking back years ago, did you ever attend a narrative statement conference for 226 Franklin St. Yes.

Was there one conference or more than one? More than one.

Do you remember when the last one took place? Yes, it was in 2017. CHRISTIAN, IF YOU CAN LOOK UP THE DATE, IT WOULD BE APPRECIATED.

Did you attend that conference? Yes.

Do you remember whether there was a Loft Board representative at that conference? Yes there was.

Who was it? Michael Bobick

When you left that conference, what was your understanding would happen next in the legalization process? At the end of the conference, we were told there would be another conference.

Was there ever another conference? No.

What happened next? In October 2018 Michael Bobick abruptly ran a 45 day clock. CHRISTIAN, THE EXACT DATE OF RUNNING THE CLOCK WAS 10/25/18.

Do you know what the term PAA means in context of NYC DOB? Yes, it is a post approval amendment.

Does the term PAA have any relationship to the narrative statement conference process for 226 Franklin St.? Yes it does. I attended all the narrative statement conferences for the building and we were repeatedly told by the owner's architect and lawyer that the plans shown to us were just what the landlord was filing "for now," and that if any tenants didn't like their configuration, the landlord would file PAA's later.

CHRISTIAN, IF THEY ASK YOU, THE OWNER'S ARCHITECT IS ANGELO COSTA AND THE LAWYER WHO WAS THERE WAS LISA GALLAUDET.

Do you know whether or not any tenants want to have PAA's filed for their units? Yes, I do know. I want to, Theodore Lockhart and Phil Hubbard want to and 2 other tenant assn. members also want to.

Do you know whether the landlord is still willing to file PAA's? I am not sure but perhaps not.

Did you file anything in response to the 45 day clock? No I did not.

Can you tell us why? Because the landlord had agreed to file PAA's and I didn't think I needed to do anything to respond to the 45 day clock.

Do you remember whether a further narrative conference was scheduled for March 2020? Yes, one was scheduled then but did not take place due to the pandemic.

Has it been rescheduled? No, not yet.

As the tenant in charge of the tenant assn., do you know whether any other units have been requested to provide legalization access? As far as I know, none have been asked for access.

Do you know whether any legalization work has begun in the building? As far as I know, the work has not yet begun.

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Date: Mar 08, 2021 04:51 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Testimony for Lockhart access case

Please note that you cannot have this Q and A with you when you testify. It would be best to know the date of the last conference in 2017 and the date when the 45 day clock started to run and to say a year passed before the clock was run.

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To: Christian Gray

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Did you attend that conference? Yes.

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When you left that conference, what was your understanding would happen next in the legalization process? At the end of the conference, we were told there would be another conference.

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Date: Mar 09, 2021 05:08 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: Christian Gray, 226 Franklin St, Brooklyn

Please note. We will need to talk. This is complicated and I have a trial for Hubbard on Thurs. I need to prep today for that but if prep goes well I can find time to speak with you tomorrow if that works for you. Naturally I have to think Thurs. I am busy all day with the trial. We have another court conference Monday.

I think it is time for me to ask the Loft Board for the narrative conference as I have mentioned, and to use the information you gave me to complete and serve the Supreme Court case this week.

By the way, this is Marty's doing, not his lawyer (in my view.)

From: David Skaller

Date: Tuesday, March 9, 2021 at 11:47 AM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St, Brooklyn

My client is not interested in this offer. My client is willing to abide by the agreed upon scope of work and is ready to move forward with that work as he has been since he accepted the bid of Total Restoration. Please let me know if your client agrees with this and we can get the work started once we coordinate with the com-any and our experts.

From: Margaret Sandercock

Sent: Friday, March 5, 2021 1:59 PM

To: David Skaller

Subject: Christian Gray, 226 Franklin St, Brooklyn

Without prejudice and for settlement purposes only.

I am writing to you today about the cost to eradicate mold in Mr. Gray's unit, and to rebuild. It took us some time and effort to come up with the information because Mr. Gray retained a licensed contractor who was familiar with the unit before the flood to price out rebuilding what was there previously, and also, separately, to build the layout recommended by our architect Alex Neratoff, RA for legalization. Our client wants to be authorized to rebuild pursuant to the Neratoff plans. We also consulted with a mold remediation contractor.

As you know, we've told you that it is much cheaper to demolish the entire contents of the unit and rebuild, because a mold remediator does not need to do the demolition. The cost of a full mold remediation, done in one phase, is \$93,645.73. Phase one of that remediation would cost \$46,008.81; remediation costs more

done in phases and therefore would cost more than \$93,645.73.

The cost of mold remediation and demolition with a non mold contractor doing the demolition is \$14,276.00.

The total cost of everything (demolition by non mold company, mold remediation and rebuilding what was there before the flood) is \$250,146.00. The total cost of all factors in the prior sentence, but rebuild per the Neratoff plan, is \$237,866. The Neratoff plan is cheaper than rebuilding what was there before.

If there is a lawsuit about this, there are additional factors: loss of income from the 2 studios, professional fees, alternate housing, restaurant meals.....If your client will disclose and document what he got from insurance and pay for the Neratoff plan out of insurance money or otherwise, I will endeavor to get our client to agree that \$237,866 suffices.

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Date: Mar 09, 2021 08:13 PM

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: Christian Gray, 226 Franklin St, Brooklyn

Disappointing.

I'm available tomorrow to talk, if you're available. Let me know what time works best for you.

I agree that you should move forward with asking for the NC as well as serve the SC case. I will look at the damages numbers, especially the audio equipment damages number, again today and make sure everything is accounted for.

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From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Testimony for Lockhart access case

Ok

Sent from ProtonMail Mobile

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Date: Mar 09, 2021 08:26 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Christian Gray, 226 Franklin St, Brooklyn

I expect to be available in the pm.

I am asking the LB to schedule the conference.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, March 9, 2021 at 3:13 PM

To: Margaret Sandercock

Subject: Re: FW: Christian Gray, 226 Franklin St, Brooklyn

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Disappointing.

I'm available tomorrow to talk, if you're available. Let me know what time works best for you.

I agree that you should move forward with asking for the NC as well as serve the SC case. I will look at the damages numbers, especially the audio equipment damages number, again today and make sure everything is accounted for.

Sent from ProtonMail Mobile

On Tue, Mar 9, 2021 at 12:08, Margaret Sandercock wrote:

Please note. We will need to talk. This is complicated and I have a trial for Hubbard on Thurs. I need to prep today for that but if prep goes well I can find time to speak with you tomorrow if that works for you. Naturally I have to think Thurs. I am busy all day with the trial. We have another court conference Monday.

I think it is time for me to ask the Loft Board for the narrative conference as I have mentioned, and to use the information you gave me to complete and serve the Supreme Court case this week.

By the way, this is Marty's doing, not his lawyer (in my view.)

From:
David Skaller

Date: Tuesday, March 9, 2021 at 11:47 AM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St, Brooklyn

My client is not interested in this offer. My client is willing to abide by the agreed upon scope of work and is ready to move forward with that work as he has been since he accepted the bid of Total Restoration. Please let me know if your client agrees with this and we can get the work started once we coordinate with the com-any and our experts.

From: Margaret Sandercock

Sent: Friday, March 5, 2021 1:59 PM

To: David Skaller

Subject: Christian Gray, 226 Franklin St, Brooklyn

Without prejudice and for settlement purposes only.

I am writing to you today about the cost to eradicate mold in Mr. Gray's unit, and to rebuild. It took us some time and effort to come up with the information because Mr. Gray retained a licensed contractor who was familiar with the unit before the flood to price out rebuilding what was there previously, and also, separately, to build the layout recommended by our architect Alex Neratoff, RA for legalization. Our client wants to be authorized to rebuild pursuant to the Neratoff plans. We also consulted with a mold remediation contractor.

As you know, we've told you that it is much cheaper to demolish the entire contents of the unit and rebuild, because a mold remediator does not need to do the demolition. The cost of a full mold remediation, done in one phase, is \$93,645.73. Phase one of that remediation would cost \$46,008.81; remediation costs more done in phases and therefore would cost more than \$93,645.73.

The cost of mold remediation and demolition with a non mold contractor doing the demolition is \$14,276.00.

The total cost of everything (demolition by non mold company, mold remediation and rebuilding what was there before the flood) is \$250,146.00. The total cost of all factors in the prior sentence, but rebuild per the Neratoff plan, is \$237,866. The Neratoff plan is cheaper than rebuilding what was there before.

If there is a lawsuit about this, there are additional factors: loss of income from the 2 studios, professional fees, alternate housing, restaurant meals.....If your client will disclose and document what he got from insurance and pay for the Neratoff plan out of insurance money or otherwise, I will endeavor to get our client to agree that \$237,866 suffices.

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This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy, or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail or

[Body truncated at extraction limit]

Date: Mar 10, 2021 06:18 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: Letter to Loft Board

A copy of the letter sent to the Loft Board is attached for your group's records.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Mar 10, 2021 08:26 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Subject: Testimony tomorrow

We need you on call from 11 am until we call you to testify. Neratoff is going first, this is to avoid him generating a big bill by being kept waiting. You will be next. I appreciate your assistance with the case. Please let me know if there are any questions.

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Date: Mar 11, 2021 12:08 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Testimony tomorrow

From: Margaret Sandercock

Date: Wednesday, March 10, 2021 at 6:25 PM

To: Margaret Sandercock

Subject: Re: Testimony tomorrow

Also, I looked up some dates.

There were narrative conferences in May 2016, September 2016 and September 2017. It's the conference in Sept. 2017 when they said there would be an additional conference.

From: Margaret Sandercock

Date: Wednesday, March 10, 2021 at 3:26 PM

To: Christian Gray

Subject: Testimony tomorrow

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Date: Mar 11, 2021 04:17 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Testimony for Lockhart access case

I'll be ready by 11am, on.

You left an open question at the end of the previous email:

"Do you know whether any legalization work has begun in the building? As far as I know, the work has not yet begun.

Do you know whether "

Anything that I should know?

Sent from ProtonMail Mobile

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Do you know someone called Theodore Lockhart? How do you know him?

Do you know someone called Phil Hubbard? How do you know him?

Do you know whether there is a tenant assn. at 226 Franklin St.?

What if any is your role with respect to the TA? I am the tenant in charge of that.

Looking back years ago, did you ever attend a narrative statement conference for 226 Franklin St. Yes.

Was there one conference or more than one? More than one.

Do you remember when the last one took place? Yes, it was in 2017. CHRISTIAN, IF YOU CAN LOOK UP THE DATE, IT WOULD BE APPRECIATED.

Did you attend that conference? Yes.

Do you remember whether there was a Loft Board representative at that conference? Yes there was.

Who was it? Michael Bobick

When you left that conference, what was your understanding would happen next in the legalization process? At the end of the conference, we were told there would be another conference.

Was there ever another conference? No.

What happened next? In October 2018 Michael Bobick abruptly ran a 45 day clock. CHRISTIAN, THE EXACT DATE OF RUNNING THE CLOCK WAS 10/25/18.

Do you know what the term PAA means in context of NYC DOB? Yes, it is a post approval amendment.

Does the term PAA have any relationship to the narrative statement conference process for 226 Franklin St.? Yes it does. I attended all the narrative statement conferences for the building and we were repeatedly told by the owner's architect and lawyer that the plans shown to us were just what the landlord was filing "for now," and that if any tenants didn't like their configuration, the landlord would file PAA's later.

CHRISTIAN, IF THEY ASK YOU, THE OWNER'S ARCHITECT IS ANGELO COSTA AND THE LAWYER WHO WAS THERE WAS LISA GALLAUDET.

Do you know whether or not any tenants want to have PAA's filed for their units? Yes, I do know. I want to, Theodore Lockhart and Phil Hubbard want to and 2 other tenant assn. members also want to.

Do you know whether the landlord is still willing to file PAA's? I am not sure but perhaps not.

Did you file anything in response to the 45 day clock? No I did not.

Can you tell us why? Because the landlord had agreed to file PAA's and I didn't think I needed to do anything to respond to the 45 day clock.

Do you remember whether a further narrative conference was scheduled for March 2020? Yes, one was scheduled then but did not take place due to the pandemic.

Has it been rescheduled? No, not yet.

As the tenant in charge of the tenant assn., do you know whether any other units have been requested to provide legalization access? As far as I know, none have been asked for access.

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Date: Mar 11, 2021 04:27 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Testimony for Lockhart access case

No

Sent from my iPhone

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Date: Mar 11, 2021 04:28 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Testimony for Lockhart access case

I might have 1 or 2 questions but not till 930 or so tomorrow.

Sent from my iPhone

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Sent from my iPhone

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Date: Mar 11, 2021 04:30 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Testimony for Lockhart access case

What app is the court using? If I don't have it, I would like to get it installed tonight.
Who's sending me the link?

Sent from ProtonMail Mobile

On Wed, Mar 10, 2021 at 23:28, Margaret Sandercock wrote:

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Testimony for Lockhart access case

I have the email from Elizabeth. I'll install WebX now

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Date: Mar 11, 2021 12:38 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Testimony for Lockhart access case

Web Ex is the platform. We don't have the link yet.

I offered you a practice with Web Ex. Never heard from you.

Sent from my iPhone

On Mar 10, 2021, at 11:30 PM, Christian Gray wrote:

What app is the court using? If I don't have it, I would like to get it installed tonight.

Who's sending me the link?

Sent from ProtonMail Mobile

On Wed, Mar 10, 2021 at 23:28, Margaret Sandercock wrote:

I might have 1 or 2 questions but not till 930 or so tomorrow.

Sent from my iPhone

On Mar 10, 2021, at 11:27 PM, Margaret Sandercock wrote:

No

Sent from my iPhone

On Mar 10, 2021, at 11:17 PM, Christian Gray wrote:

I'll be ready by 11am, on.

You left an open question at the end of the previous email:

"Do you know whether any legalization work has begun in the building? As far as I know, the work has not yet begun.

Do you know whether "

Anything that I should know?

Sent from ProtonMail Mobile

On Mon, Mar 8, 2021 at 11:50, Margaret Sandercock wrote:

You can be asked whether we prepared for your testimony and even whether I told you to say anything in particular. The answer to the question is that we did prepare and I told you to tell the truth and asked you the questions I am likely to ask you during the hearing.

Where do you live? Give your Franklin St. address and your own unit number, but say that you are out of possession due to a flood and the resulting damage and have been staying other places recently because of that.

Do you know someone called Theodore Lockhart? How do you know him?

Do you know someone called Phil Hubbard? How do you know him?

Do you know whether there is a tenant assn. at 226 Franklin St.?

What if any is your role with respect to the TA? I am the tenant in charge of that.

Looking back years ago, did you ever attend a narrative statement conference for 226 Franklin St. Yes.

Was there one conference or more than one? More than one.

Do you remember when the last one took place? Yes, it was in 2017. CHRISTIAN, IF YOU CAN LOOK UP THE DATE, IT WOULD BE APPRECIATED.

Did you attend that conference? Yes.

Do you remember whether there was a Loft Board representative at that conference? Yes there was.

Who was it? Michael Bobick

When you left that conference, what was your understanding would happen next in the legalization process? At the end of the conference, we were told there would be another conference.

Was there ever another conference? No.

What happened next? In October 2018 Michael Bobick abruptly ran a 45 day clock. CHRISTIAN, THE EXACT DATE OF RUNNING THE CLOCK WAS 10/25/18.

Do you know what the term PAA means in context of NYC DOB? Yes, it is a post approval amendment.

Does the term PAA have any relationship to the narrative statement conference process for 226 Franklin St.? Yes it does. I attended all the narrative statement conferences for the building and we were repeatedly told by the owner's architect and lawyer that the plans shown to us were just what the landlord was filing "for now," and that if any tenants didn't like their configuration, the landlord would file PAA's later.

CHRISTIAN, IF THEY ASK YOU, THE OWNER'S ARCHITECT IS ANGELO COSTA AND THE LAWYER WHO WAS THERE WAS LISA GALLAUDET.

Do you know whether or not any tenants want to have PAA's filed for their units? Yes, I do know. I want to, Theodore Lockhart and Phil Hubbard want to and 2 other tenant assn. members also want to.

Do you know whether the landlord is still willing to file PAA's? I am not sure but perhaps not.

Did you file anything in response to the 45 day clock? No I did not.

Can you tell us why? Because the landlord had agreed to file PAA's and I didn't think I needed to do anything to respond to the 45 day clock.

Do you remember whether a further narrative conference was scheduled for March 2020? Yes, one was scheduled then but did not take place due to the pandemic.

Has it been rescheduled? No, not yet.

As the tenant in charge of the tenant assn., do you know whether any other units have been requested to provide legalization access? As far as I know, none have been asked for access.

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[Body truncated at extraction limit]

Date: Mar 11, 2021 02:33 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Testimony for Lockhart access case

I am going to ask you about a few more things:

'delivery of mail at building - not very good, all over the floor.

We attended an emergency narrative conference in fall 2020 due to structural work above your unit, and after investigating the work you consented to it but emergency or not, they haven't even started the work.

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, March 10, 2021 at 11:33 PM

To: Margaret Sandercock

Subject: Re: Testimony for Lockhart access case

I have the email from Elizabeth. I'll install WebX now

Sent from ProtonMail Mobile

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What if any is your role with respect to the TA? I am the tenant in charge of that.

Looking back years ago, did you ever attend a narrative statement conference for 226 Franklin St. Yes.

Was there one conference or more than one? More than one.

Do you remember when the last one took place? Yes, it was in 2017. CHRISTIAN, IF YOU CAN LOOK UP THE DATE, IT WOULD BE APPRECIATED.

Did you attend that conference? Yes.

Do you remember whether there was a Loft Board representative at that conference? Yes there was.

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Do you remember whether a further narrative conference was scheduled for March 2020? Yes, one was scheduled then but did not take place due to the pandemic.

Has it been rescheduled? No, not yet.

As the tenant in charge of the tenant assn., do you know whether any other units have been requested to provide legalization access? As far as I know, none have been asked for access.

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Date: Mar 11, 2021 02:42 PM

From: "Elizabeth Sandercock" <es@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Webex Meeting Information for Lockhart/Hubbard Trial

Below is the information for accessing today's trial for the Lockhart/Hubbard access application.

We will call you when it is time for you to log into the meeting. You should be able to use the link below to access it.

Join from the meeting link

<https://nyc-oath.webex.com/nyc-oath/j.php?MTID=mef7c5f44158d60000276ef54ac17bdcd>

Join by meeting number

Meeting number (access code): 129 117 3548

Meeting password: dUrprFmz337

Tap to join from a mobile device (attendees only)

+1-646-992-2010,,1291173548## United States Toll (New York City)

+1-408-418-9388,,1291173548## United States Toll

Join by phone

+1-646-992-2010 United States Toll (New York City)

+1-408-418-9388 United States Toll

Global
call-in numbers

Join from a video system or application

Dial 1291173548@nyc-oath.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial 1291173548.nyc-oath@lync.webex.com

If you are a host, click
here to view host information.

Need help? Go to <https://help.webex.com>

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Date: Mar 11, 2021 02:53 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Testimony for Lockhart access case

Understood.

Sent from ProtonMail Mobile

On Thu, Mar 11, 2021 at 09:33, Margaret Sandercock wrote:

I am going to ask you about a few more things:

'delivery of mail at building - not very good, all over the floor.

We attended an emergency narrative conference in fall 2020 due to structural work above your unit, and after investigating the work you consented to it but emergency or not, they haven't even started the work.

From: Christian Gray

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What if any is your role with respect to the TA? I am the tenant in charge of that.

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Was there one conference or more than one? More than one.

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Did you attend that conference? Yes.

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Date: Mar 11, 2021 03:40 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Testimony for Lockhart access case

I have a concern with the answer to the following question:

"As the tenant in charge of the tenant assn., do you know whether any other units have been requested to provide legalization access? As far as I know, none have been asked for access."

David and I were served access letters, as you know.

Sent from ProtonMail Mobile

On Mon, Mar 8, 2021 at 11:50, Margaret Sandercock wrote:

You can be asked whether we prepared for your testimony and even whether I told you to say anything in particular. The answer to the question is that we did prepare and I told you to tell the truth and asked you the questions I am likely to ask you during the hearing.

Where do you live? Give your Franklin St. address and your own unit number, but say that you are out of possession due to a flood and the resulting damage and have been staying other places recently because of that.

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Do you know someone called Phil Hubbard? How do you know him?

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Date: Mar 11, 2021 06:11 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Martin C Kofman

The disbarred attorney is Martin E Kofman. Your landlord is Martin C.

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Date: Mar 11, 2021 06:12 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Martin C Kofman

Thanks. I'll let Aaron know.

Sent from ProtonMail Mobile

On Thu, Mar 11, 2021 at 13:11, Margaret Sandercock wrote:

The disbarred attorney is Martin E Kofman. Your landlord is Martin C.

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Date: Mar 11, 2021 11:33 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Alexandr Neratoff" <alexandr@neratoff.com>, "philhub" <philhub@protonmail.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: New trial date for access application

May 21 at 9 30 am. I was not given a choice. But, if you cannot do it that day, please let me know right away and I will try to change it.

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Date: Mar 11, 2021 07:08 PM

From: "Alexandr Neratoff" <alexandr@neratoff.com>

To: ""Margaret Sandercock"" <mbs@goodfarblaw.com>, ""philhub"" <philhub@protonmail.com>, ""Christian Gray"" <christiangray3@protonmail.com>

Subject: RE: New trial date for access application

It's fine, in the calendar. I think I am off at the very end of May or in early June. Then again in late July. Maybe this will settle before then? It's such nonsense, what I proposed is so much cheaper and less disruptive. And it's approvable, I am convinced now that the "industrial fan" used to be one of those early clerestories. Phil, can you take some exterior photos and a couple more inside the actual box - my camera picked up more than the naked eye did in the shadow, that framing in there is unusual and way more than would be needed for an exhaust system. I think we have our "clerestory" to enlarge this option B is not even needed, A will be approved even if they apply their new incorrect rules.

Alexandr Neratoff Architect

57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

From: Margaret Sandercock [mailto:mbs@goodfarblaw.com]
Sent: Thursday, March 11, 2021 6:34 PM
To: Alexandr Neratoff ; philhub ; Christian Gray
Subject: New trial date for access application

May 21 at 9 30 am. I was not given a choice. But, if you cannot do it that day, please let me know right away and I will try to change it.

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Virus-free. www.avast.com

Date: Mar 15, 2021 02:12 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Cc: "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Important question

In court tomorrow, I think that what Chris probably wants me to do is repudiate the settlement agreement, and say Ed never really agreed with some elements of scope of work. We have a new judge and we might be able to schedule a trial if she believes she can direct the scope of work (the prior judge did not believe that, in all likelihood.).

Ed, what is your recommendation? Do you still suggest that Chris accepts the scope you worked out with the landlord experts and then test again and show that their scope was not adequate? I know that Chris has a major concern that money will be wasted if we pursue it this way.

Hope you guys can respond by morning.

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Date: Mar 15, 2021 04:33 AM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Important question

Yes I want you to repudiate the settlement agreement and lay out the scenario and ask why the landlord is not agreeing to the "global resolution" being that is less expensive and a quicker resolution. Taking it to trial may give us the time to get the Loft Board to open up the Narrative Conference and make the landlord honor the PAA's, and in turn, the Naratoff approved layout of my unit. The insurance money can then be spent more efficiently, in demoing the existing structures and building the new layout.

Clearly the landlord is not acting in good faith, and hasn't been acting on good faith since the beginning and throughout this entire process, and this should be explained and made clear to the judge.

Sent from ProtonMail Mobile

On Sun, Mar 14, 2021 at 22:12, Margaret Sandercock wrote:

In court tomorrow, I think that what Chris probably wants me to do is repudiate the settlement agreement, and say Ed never really agreed with some elements of scope of work. We have a new judge and we might be able to schedule a trial if she believes she can direct the scope of work (the prior judge did not believe that, in all likelihood.).

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Date: Mar 15, 2021 04:19 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Moving Forward

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2. There aren't multiple phases of work outlined in ALC's scope of work. ALC's scope of work, or at least Total Remediation's bid states that it is Phase 1. Part of Phase 1 is taking samples of the Living Room Ceiling and Party Wall to test, in order verify Ed's ruling that those areas need to be removed. Ed clearly stated that they need to be removed, along with the Kitchen Floor. That would be a Phase 2...at least.

3. That the landlord was ready to do the mold remediating work immediately. Yes, he was but the scope of work was not acceptable.

The landlord's first scope of work was nowhere near what the current scope of work is now. The first scope of work was so unacceptable that I needed to hire Ed to come in and prove what the true scope of work really is. The scope of work that ALC outlined was one that would

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Date: Mar 15, 2021 04:28 PM

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To: "Christian Gray" <christiangray3@protonmail.com>

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mold-remediation, and make them a part of the same process and inseparable. This can be done in that the fixtures need to be rebuilt in order for me to move back in (take possession) and it has to be rebuilt to the Naratoff approved layout. In order for this process to happen, we need to get the Loft Board to enforce the PAA and, if possible, have them dictate that the PAA needs to be done at the time of the mold-remediation. Is that a possibility, in your opinion?

Is that a viable strategy?

Below are some thoughts regarding the HP Court hearing

[Body truncated at extraction limit]

Date: Mar 15, 2021 10:17 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Also just checking

I want to make sure you understand that I have added to and refined the complaint you last saw. I can plug in the info you owe me by tomorrow but what I will be sending out is not exactly what I sent you previously.

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Date: Mar 15, 2021 11:47 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Also just checking

Understood.

Sent from ProtonMail Mobile

On Mon, Mar 15, 2021 at 18:17, Margaret Sandercock wrote:

I want to make sure you understand that I have added to and refined the complaint you last saw. I can plug in the info you owe me by tomorrow but what I will be sending out is not exactly what I sent you previously.

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Date: Mar 16, 2021 08:17 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Numbers for Submittal

Total number, not including the Construction numbers you have:

\$151,798.08

Breakdown:

General - \$9,291.28

Books and Vinyl - \$9,092.77

Clothes - \$5,065.78

Electronics and Audio Gear - \$110,415.76

Ikea Receipts and Assembly Cost - \$17,932.49

Sent with ProtonMail Secure Email.

Date: Mar 16, 2021 08:22 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Future Living Situation

Is Marty liable for the rent that I would have to pay on an apartment if I were to start renting one next month? If so, how would I get the money from him? Also, if so, what are the parameters for pricing?

If I/you asked Marty to put me up in one of the available lofts in his building, would I have to pay the rent?

I may need to find a new living situation soon and I need to know what my options are.

Thanks.

Sent with ProtonMail Secure Email.

Date: Mar 16, 2021 08:32 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Future Living Situation

As a practical matter, he is liable for the cost but you would have to lay out the money and not care when you get it back. I can also never promise that you will actually be able to recoup money that you should be able to recoup. One argument he has available is that you should allow them to do the work they are willing to do as it might be enough, you don't really know till you try it.

Your building is not in compliance with the Loft Law so no rent is payable for any unit but I doubt it's reasonable to expect him to let you stay in any other loft if no rent is paid ever.

On cost, not normally more than you are supposed to pay living in the building but as you are rent regulated, you perhaps could not find a place at similar cost.

Sent from my iPhone

On Mar 16, 2021, at 4:22 AM, Christian Gray wrote:

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Date: Mar 16, 2021 08:38 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Future Living Situation

I was paying around \$3,100-3,300 a month when I was living there. Can I add the total rent for a year's lease to the SC case damages once I secured a place for an equal or lesser amount of the rent that I was paying? Taking into account I may not get it back, of course.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Tuesday, March 16, 2021 4:32 AM, Margaret Sandercock wrote:

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Date: Mar 16, 2021 11:03 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Future Living Situation

I already put in the Supreme Court case \$75,000 for alternate housing in case you need it.

Sent from my iPhone

On Mar 16, 2021, at 4:38 AM, Christian Gray wrote:

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Date: Mar 16, 2021 01:53 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Not such good news

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Honestly, in view of this, it appears to me that you should consider letting them do the remediation they want to do (plus if possible the 3 additional areas identified yesterday) and then testing afterwards. I know this is not what you want to do but it is an accepted way of proceeding.

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Date: Mar 16, 2021 01:59 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Conference with trial judge

Likely to be 2 15 pm on March 25. Please let me know if you wish to attend.

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Date: Mar 16, 2021 03:44 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Not such good news

We need to get the Loft Board to enforce the PAA agreement before the trial. Is that possible?

Sent from ProtonMail Mobile

On Tue, Mar 16, 2021 at 09:53, Margaret Sandercock wrote:

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Date: Mar 16, 2021 03:47 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Not such good news

I have asked them. I reminded them. if they say no, depending on what form the determination takes, it may not be able to be appealed but if it can be appealed, it's a very long process. In other words, it is a matter of luck that they do anything in a timely manner.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, March 16, 2021 at 11:44 AM

To: Margaret Sandercock

Subject: Re: Not such good news

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Date: Mar 16, 2021 03:52 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Not such good news

Have you explained this case to the Loft Board? If not, can you ask for a conference with them? Getting the Loft Board to enforce the PAA is absolutely crucial.

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Date: Mar 16, 2021 03:55 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Not such good news

This is NOT something required of them, and I cannot guarantee that it will happen. Yes, I wrote to them last week. Yes, I reminded them today with copy of same letter and statement of urgency.

You need to understand that the LB cares a good bit about its rules and processes and that they ran a 45 day clock and you didn't respond. They could easily decide against you.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, March 16, 2021 at 11:52 AM

To: Margaret Sandercock

Subject: Re: Not such good news

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Date: Mar 16, 2021 04:03 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Not such good news

This isn't about the 45-day clock, it's about the PAA. The PAA's were agreed upon and now they are not being honored. If it comes down to not having it in writing then they will say so. If that's the case then remind them that Lisa, Bob, Costa, Atlas, and Bobbick all agreed to this and that they were all witness to it. I may be able to find meeting notes, taken down by our TA's secretary, from that NC. Let me know if that will help.

The Loft Board should be made aware of my case and circumstances.

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[Body truncated at extraction limit]

Date: Mar 16, 2021 04:08 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Not such good news

If you want to do your own legal work you should do just that. This is not your field; I don't tell you how to do your job. This is about the 45 day clock. All of you should have secured a commitment to PAA's before the clock ran out.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, March 16, 2021 at 12:03 PM

To: Margaret Sandercock

Subject: Re: Not such good news

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Reply-To: Christian Gray

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To: Margaret Sandercock

Subject: Re: Not such good news

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

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Sent from ProtonMail Mobile

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From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Rebuilding after the mold remediation

I'm not talking about rebuilding it myself. I'm talking about constructor methods. Did you read the email? In order for them to rebuild, they are going to have to take down the studs. In certain wall system there are four layers of studs, spaced one inch apart. You can't re-install drywall on those studs, without taking down the studs in front of them. They are going to have to remove the studs, at least the stud layers that sit in front of the outer most layer. Do you understand that?

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Subject: Re: Rebuilding after the mold remediation

There is nothing bro my changes in my unit for legalization with exception of them moving the bathroom door. The studios stay the same. That means they are going to be rebuilt in the exact same way that they are standing right now. You can't rebuild them without removing the studs.

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To: "Christian Gray" <christiangray3@protonmail.com>

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I'm asking you if you brought my particular case up with the Loft Board, along with the time constraints. Did you?

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Loft Board update

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Date: Thursday, March 18, 2021 at 3:16 PM
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Subject: Re: Loft Board update

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Subject: Re: Loft Board update

How is my case different from Lockhart/Hubbard? You brought up their case specifically as being time sensitive.

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Your case has been brought up with the Loft Board in the only way that can happen.

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To: Margaret Sandercock

Subject: Re: Loft Board update

I needed to get real numbers submitted by professionals, that's why the Supreme Court was delayed. To assume that I would even be qualified to give you those numbers makes no sense. Neratoff said he wasn't qualified to give those numbers.
That is done. Let's move on.

My case is time sensitive and needs to be brought up with the Loft Board now. I know that my trial date wasn't set when you sent the second letter but now it is and we under a severe time constraint. Please make the Loft Board aware of my situation. It needs to be on their radar now. I have reached out to other people about this (as you and I discussed as a last resort) but it needs to be on the LB's radar now. I need to know that you have exhausted all of our options before I pull the final trigger on that. Our last and only option is getting the LB to enforce the PAA in MY particular case, before the trial, and at the latest before Marty rebuilds but if the PAA is enforced after they start mold remediation the process will be problematic, messy, and far from efficient or ideal, and he will already have eaten much of the insurance money away.

Please put in an effort to make this happen. Thank you.

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I represent the tenant association for legalization and I mentioned everyone who needs a PAA. I also mentioned time sensitivity in my second correspondence but because of the Lockhart access application which is in my view more time sensitive than your time sensitivity.

I am quite quick and productive in my work. What I recommended for you in particular was to start the Supreme Court case but there was quite a delay in accomplishing that.

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Date: Thursday, March 18, 2021 at 3:37 PM
To: Margaret Sandercock
Subject: Re: Loft Board update

Don't you think that it's important for the LB to understand or at least be made aware of the situation (my case), being that they are the only ones that can do anything about it??

Sent with ProtonMail Secure Email.

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I cannot force the Loft Board to do anything in particular, nor to do things in the timeframe you prefer. All I can do is ask. I have asked and this is at least the third or fourth time I have told you that I asked.

From: Christian Gray
Reply-To: Christian Gray
Date: Thursday, March 18, 2021 at 3:16 PM
To: Margaret Sandercock
Subject: Re: Loft Board update

You said part of your strategy was getting a meeting with the Loft Board to enforce the PAA's before any trial or settlement.

Did you formally ask for a meeting? If not, please do. Have you made the Loft Board aware of my case, like you did for Lockhart/Hubbard? If not, please do.

The window is closing to get the PAA enforced and the rebuild done to the new layout with the money from the insurance claim. I need you to do everything in your power to get the Loft Board to enforce the PAA, before the trial date. We need to get the LB to enforce the PAA's ASAP.

Marty knows that he is going to have to give me the money that he received from the fixtures that I furnished and he is going to try and burn through that money doing what I don't want, because he doesn't want me there. I don't want to rip it all down and start over if the PAA is enforced after the rebuild is complete and mone

[Body truncated at extraction limit]

Date: Mar 18, 2021 08:33 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Loft Board update

I believe it's Jack.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, March 18, 2021 at 4:31 PM

To: Margaret Sandercock

Subject: Re: Loft Board update

what is his first name?

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On Thursday, March 18, 2021 4:29 PM, Margaret Sandercock wrote:

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From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, March 18, 2021 at 4:25 PM

To: Margaret Sandercock

Subject: Re: Loft Board update

Thank you for clarifying that. What is the judge's name?

Yes, I do want to attend and I would like to speak as well.

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On Thursday, March 18, 2021 4:12 PM, Margaret Sandercock wrote:

No it isn't. That is a conference. The trial date could be several months in the future.

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Reply-To: Christian Gray

Date: Thursday, March 18, 2021 at 4:11 PM

To: Margaret Sandercock

Subject: Re: Loft Board update

The HP Trial date is on March 25th. That's what the judge said at the last conference. Did I misunderstand?

Sent with ProtonMail Secure Email.

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On Thursday, March 18, 2021 4:08 PM, Margaret Sandercock wrote:

What trial is the 25th?

From: Christian Gray

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Date: Thursday, March 18, 2021 at 4:03 PM

To: Margaret Sandercock

Subject: Re: Loft Board update

My trial is on the 25th. The judge will most likely give the equivalent of an access date on that day. That access date will commence the process of Marty burning through my money. We need the PAA enforced before that date. Are we on the same page???

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Subject: Re: Loft Board update

Thank you

Sent from ProtonMail Mobile

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[Body truncated at extraction limit]

Date: Mar 19, 2021 01:17 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Update

Your landlord was served with the Supreme Court case. Just an FYI in case he contacts you.

Sent from my iPhone

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is strictly prohibited. Thank you.

Date: Mar 19, 2021 01:19 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: Supreme Court Complaint

A copy is attached for your records.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Mar 19, 2021 01:22 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Jenifer Orefice" <jo@goodfarblaw.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: Supreme Court Complaint

The complaint can be amended for the next 20 days without undue difficulty or expense so if you don't think any calculations are correct, please let me know.

Sent from my iPhone

> On Mar 19, 2021, at 9:19 AM, Jenifer Orefice <jo@goodfarblaw.com> wrote:
>
> A copy is attached for your records.
>
> Jenifer Orefice, Legal Assistant
> Goodfarb & Sandercock, LLP
> 235 Main Street - Penthouse Suite
> White Plains, NY 10601

> Phone: 914.428.3400
> Fax: 914.428.3407
> J0@Goodfarblaw.com<mailto:J0@Goodfarblaw.com>
>
> NYC Office:
> 110 East 59th Street, 22nd floor
> New York, NY 10022
> Phone: 212.509.0440
> Fax: 212.509.0464

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Date: Mar 20, 2021 04:30 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Narrative statement conference

Late yesterday, Mr. Clarke of the Loft Board emailed to ask us about scheduling a narrative statement conference for the 3 open jobs at your building. The dates suggested are March 30, 31 or Apr. 13. March 30 and 31 are complicated because it's Passover AND because I have things scheduled by other courts for part of each day. I suggest you publicize these possible dates, though nothing will be scheduled based only on our schedules.

I responded to the email indicating my availability and Alex has responded and also the owner's architect but not his lawyer. I expect Marty may object to the Passover dates.

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Date: Mar 22, 2021 06:54 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Narrative statement conference

I sent out an email to the TA requesting confirmation on those dates.

Hopefully you'll be getting another email from the Loft Board before our pretrial conference with the HP trial judge that confirms the scope of the conference will include discussion of the PAA's. Any word from them regarding this?

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Narrative statement conference

No, there is no word, and I was at the Loft Board today with Mr. Clarke.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, March 22, 2021 at 2:54 PM

To: Margaret Sandercock

Subject: Re: Narrative statement conference

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To: "Christian Gray" <christiangray3@protonmail.com>

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Narrative statement conference

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To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Narrative statement conference

I was there on a different matter. I did not ask him. I am not sure that he is the policy maker on this issue, in fact probably he is not.

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Date: Mar 22, 2021 07:06 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Narrative statement conference

It probably would have helped to ask him in person and get a response while you had his attention. At the very least we could have found out who makes the decision so I can work on that. I have made my calls and things are in motion so the more information, in order to narrow the focus, the better.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Monday, March 22, 2021 2:59 PM, Margaret Sandercock wrote:

I was there on a different matter. I did not ask him. I am not sure that he is the policy maker on this issue, in fact probably he is not.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, March 22, 2021 at 2:58 PM

To: Margaret Sandercock

Subject: Re: Narrative statement conference

Agreed. I explained that to the TA. I am available for any of those dates.

What did Stephan Clark have to say about the PAA's?

Sent with ProtonMail Secure Email.

----- Original Message -----

On Monday, March 22, 2021 2:56 PM, Margaret Sandercock wrote:

Also, as we want the conference to take place and as people can attend via Go To Meeting, we should try to make ourselves amenable to whatever the Loft Board schedules.

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Reply-To: Christian Gray

Date: Monday, March 22, 2021 at 2:54 PM

To: Margaret Sandercock

Subject: Re: Narrative statement conference

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Hopefully you'll be getting another email from the Loft Board before our pretrial conference with the HP trial judge that confirms the scope of the conference will include discussion of the PAA's. Any word from them regarding this?

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Late yesterday, Mr. Clarke of the Loft Board emailed to ask us about scheduling a narrative statement conference for the 3 open jobs at your building. The dates suggested are March 30, 31 or Apr. 13. March 30 and 31 are complicated because it's Passover

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Date: Mar 22, 2021 07:08 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Narrative statement conference

I am sorry but do not take such suggestions well. I have been doing this for a long time, and asking someone on the spot like that is just not done. Further, I did not really have his attention, his attention was on another building and other people besides me.

Had he said anything useful, it would not be binding on the Loft Board, he could have changed his mind or have been overruled by someone higher up.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, March 22, 2021 at 3:06 PM

To: Margaret Sandercock

Subject: Re: Narrative statement conference

It probably would have helped to ask him in person and get a response while you had his attention. At the very least we could have found out who makes the decision so I can work on that. I have made my calls and things are in motion so the more information, in order to narrow the focus, the better.

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[Body truncated at extraction limit]

Date: Mar 22, 2021 07:14 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Narrative statement conference

Understood. My apologies, if I offended you. I am just trying to optimize my effort and the more information I have and can relay to my people, the better.

I'll send you the dates of availability of the TA when I get them, but we will make whatever date that LB decides, work.

Sent with ProtonMail Secure Email.

----- Original Message -----

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[Body truncated at extraction limit]

Date: Mar 23, 2021 04:22 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Loft Board narrative conference

It appears the conference will be Apr. 13 at 11 am. That is the only time everyone can make it. I do not know the scope of it yet. This morning I basically dropped the atom bomb and drew to the attention of the Loft Board the Bobick appearance of impropriety.

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Date: Mar 23, 2021 04:24 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Loft Board narrative conference

Do you want to attend in person on the 13th of April?

From: Margaret Sandercock

Date: Tuesday, March 23, 2021 at 12:22 PM

To: Christian Gray

Subject: Loft Board narrative conference

It appears the conference will be Apr. 13 at 11 am. That is the only time everyone can make it. I do not know the scope of it yet. This morning I basically dropped the atom bomb and drew to the attention of the Loft Board the Bobick appearance of impropriety.

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Date: Mar 23, 2021 05:34 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Loft Board narrative conference

Yes, please.

Sent from ProtonMail Mobile

On Tue, Mar 23, 2021 at 12:24, Margaret Sandercock wrote:

Do you want to attend in person on the 13th of April?

From: Margaret Sandercock

Date: Tuesday, March 23, 2021 at 12:22 PM

To: Christian Gray

Subject: Loft Board narrative conference

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Date: Mar 23, 2021 05:36 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Loft Board narrative conference

Yes, me too. Please let me know if any other tenants will attend in person.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, March 23, 2021 at 1:34 PM

To: Margaret Sandercock

Subject: Re: Loft Board narrative conference

Yes, please.

Sent from ProtonMail Mobile

On Tue, Mar 23, 2021 at 12:24, Margaret Sandercock wrote:

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From:

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Date: Tuesday, March 23, 2021 at 12:22 PM

To: Christian Gray

Subject: Loft Board narrative conference

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Date: Mar 23, 2021 05:37 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Loft Board narrative conference

Ok. Will do.

Sent from ProtonMail Mobile

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Yes, me too. Please let me know if any other tenants will attend in person.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, March 23, 2021 at 1:34 PM

To: Margaret Sandercock

Subject: Re: Loft Board narrative conference

Yes, please.

Sent from ProtonMail Mobile

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Date: Tuesday, March 23, 2021 at 12:22 PM

To: Christian Gray

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Date: Mar 23, 2021 05:39 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Loft Board narrative conference

Ok. I'll let everyone know.

I'm hoping that the LB to send you an email that states that the scope of the NC will include discussion of the PAA's before tomorrow's pre-trial conference. Please let me know if you receive anything or get word. Thanks.

Sent from ProtonMail Mobile

On Tue, Mar 23, 2021 at 12:22, Margaret Sandercock wrote:

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Date: Mar 23, 2021 11:08 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Steel reinforcement on Green St Exterior Wall 1

Here are the pics of the steel reinforcement on Green St that we discussed last week, or so.

Sent from ProtonMail Mobile

Date: Mar 23, 2021 11:08 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Steel reinforcement on Green St Exterior Wall 2

Sent from ProtonMail Mobile

Date: Mar 23, 2021 11:08 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Steel reinforcement on Green St Exterior Wall 3

Sent from ProtonMail Mobile

Date: Mar 24, 2021 02:48 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Pre-trial conference

What time is the conference tomorrow? Are you sending me the link or is the court? Thanks.

Sent from ProtonMail Mobile

Date: Mar 24, 2021 03:20 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Pre-trial conference

Not tomorrow, Thurs. at 215 pm. I do not presently know the arrangements. Will let you know when I know. Probably Thurs. am.

Sent from my iPhone

> On Mar 23, 2021, at 10:48 PM, Christian Gray <christiangray3@protonmail.com> wrote:

>

>

> What time is the conference tomorrow? Are you sending me the link or is the court? Thanks.

>

> Sent from ProtonMail Mobile

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Date: Mar 24, 2021 03:21 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Pre-trial conference

Ok. Thank you.

Sent from ProtonMail Mobile

On Tue, Mar 23, 2021 at 23:20, Margaret Sandercock wr

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Date: Mar 24, 2021 12:01 PM

From: "David May" <davidmortimermay@gmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Alexandr Neratoff" <alexandr@neratoff.com>

Subject: 226 Franklin street G22 LB Conference questions

Hello Margaret and Alexandr,

Chris tells me we have a LB conference scheduled for April and I see from the emails he shared that we are still waiting to hear back about the scope of the conference. I have a few questions about preparation for the conference and my unit.

The proposal Neratoff has drawn up for my unit (G22) is very similar to what I proposed at the 1st LB conference years ago. I was never explained by the landlord or my own representation at the time whether it was acceptable or why not, and plans for my unit were repeatedly changed by the landlord over the years without input from me or my representation. Each time I became aware of the changes to the unit (always after the fact) I was told by the landlord the changes were made to meet DOB rules. Your assessment this past fall of what transpired with my unit and others in the building implied the landlord (or someone else?) based the approved plans on an incorrect interpretation of DOB rules and created an unnecessary/inappropriate solution in the design of my unit, among other issues with process. If that is true at this upcoming LB conference-

-Are we saying that the process was flawed or DOB rules were misinterpreted and they need to review these new proposed plans?

-are we planning on challenging the misinterpreted or misapplied DOB rules they used?

-will we create a PAA that alters the current approved plan and incorporates our new proposal for the unit?

-how does the continued issue of mold/demolition of the shared wall with unit G21 affect our position?

-is more action required in unit g22 for mold mitigation given more than a year has passed without proper testing/inspection of the walls that were not removed at the time of the incident? I mentioned it over the summer, but both Chris and I were shocked that they only removed the sheetrock and insulation (3 feet) in my unit from walls OTHER than the shared wall that was primarily affected. I sent several emails to the landlord about my concern and they assured me that the mold mitigation people did not find mold. the men in my apt at the time made reference to some moisture meter etc and that I didn't need to make a big deal about it.

-This past summer the landlord requested access to begin legalization work in G22 without resolving G21 issues which directly affect G22 construction, will they try to move forward on G22 work again without acknowledging this?

-I have not received any communication or notice about the building facade and roof work since our last LB conference. what is happening there? I'm not trying to encourage construction- i am still in Nashville and I would have to make arrangements to accommodate them (I would rather wait). I am just curious what the status is considering how insistent they were at the conference and this past summer. At one point Chris mentioned that they had started work upstairs but paused and he was concerned they were dealing with asbestos removal. I was never notified of anything but if that's true I would like assurances that proper precautions are being taken.

Just to be clear- I have always been ok with no action from the landlord (aside from the leaky raw ceiling which I STILL do not understand how it is legal) and want to reiterate that I am in no rush for any work to take place, especially since the pandemic. Please let me know what you would like me to do in preparation for the conference, if there is any information you would like from me or updates/info you can share with me so that I can be better prepared please let me know!

Thank you!

David May

-

--

David Mortimer May

97 Green Street, #G22

Brooklyn, NY 11222

USA
(615) 429-4414
The Land of Tradition

Date: Mar 25, 2021 01:22 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: American Package advertising rental for apartment above my loft

FYI American Package is advertising the unit above mine, the one that is supposed to be vacated while they do work on the exterior wall on Franklin Street. A friend of mine coincidentally took a tour of it. They are offering a lease. Below is the link:

<https://newyork.craigslist.org/brk/apa/d/long-island-city-south-west-facing/7294432903.html>

Sent from ProtonMail Mobile

Date: Mar 25, 2021 01:27 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: American Package advertising rental for apartment above my loft

I agree this is serious. Let me see what I can do.

Sent from my iPhone

On Mar 24, 2021, at 9:23 PM, Christian Gray wrote:

FYI American Package is advertising the unit above mine, the one that is supposed to be vacated while they do work on the exterior wall on Franklin Street. A friend of mine coincidentally took a tour of it. They are offering a lease. Below is the link:

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Date: Mar 25, 2021 01:31 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: American Package advertising rental for apartment above my loft

I assume the construction that was supposed to have been done in that unit was not done?

Sent from my iPhone

On Mar 24, 2021, at 9:23 PM, Christian Gray wrote:

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Date: Mar 25, 2021 01:36 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: American Package advertising rental for apartment above my loft

This is the unit that is next to the unit that had the pipe break. My friends had moved out of it before the incident and it looks American Package had work done to it. This unit was definite affected by the flood but I don't know what they did as far as mitigation and remediation is concerned. If nothing else, it shows that they are not intending on doing the work anytime soon, or if they are intending on doing the work they are going to seriously inconvenience the person that moves in their by having to break their lease soon after they move in. I just thought it may be some useful information.

Sent from ProtonMail Mobile

On Wed, Mar 24, 2021 at 21:31, Margaret Sandercock wrote:

I assume the construction that was supposed to have been done in that unit was not done?

Sent from my iPhone

On Mar 24, 2021, at 9:23 PM, Christian Gray wrote:

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Date: Mar 25, 2021 01:39 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: American Package advertising rental for apartment above my loft

Here's another rental they are listing. This may be Sonya's previous unit, a former member of the TA. Clearly they aren't doing any kind of legalization work before they put it back on the market, as is, including the illegal lofted beds.

<https://newyork.craigslist.org/brk/apa/d/long-island-city-bedroom-greenpoint/7291895677.html>

Sent from ProtonMail Mobile

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Date: Mar 25, 2021 01:40 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: American Package advertising rental for apartment above my loft

That unit, if it's the one that I think that it is, is located on the second floor at 97 Green St.

Sent from ProtonMail Mobile

On Wed, Mar 24, 2021 at 21:31, Margaret Sandercock wrote:

I assume the construction that was supposed to have been done in that unit was not done?

Sent from my iPhone

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Date: Mar 25, 2021 06:00 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Connecting before the conference

Please give me a call before the conference. Thank you.

Thoughts:

The mold remediation and the rebuild are tied to each other. It seems that Marty's attorney is not addressing this and went so far as to say in the last conference the studios didn't need to be rebuilt before I move back in. Most of bathroom is being removed and has to be replaced

Selecting a trial date well after April 13th so we have time for the LB to enforce the PAA and then get Marty to settle before the trial date.

The testing samples for the Living Area curing and Party Wall were supposed to be taken the last time Ed and ALC were there and that wasn't done. That is spec'd to be done in Phase 1. Marty's lawyer denied there being multiple phases, this is clearly not true.

I want Marty on the hook for the everything in Ed's report. This includes the Living Room, Ceiling, Party Wall (the two area the Ed said needed to go but ALC said they needed to test) the Kitchen Floor, the full Hallway Wall, and the full Living Area East Wall (all of which Ed spec'd in his report that they need to be completely removed and ALC agreed to but somehow the Kitchen Floor was completely left out).

When will they need access to my unit again? I was planning on being in Florida with my family now and have put off the trip until there is some sort of solid timeline that I can plan around, especially in relation to access to my unit.

Thanks

Sent from ProtonMail for iOS

Date: Mar 25, 2021 06:03 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Connecting before the conference

What number can I call you at?

I need you to understand that I know what you want but the HP court does not have the authority to do everything you want.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, March 25, 2021 at 2:01 PM

To: Margaret Sandercock

Subject: Connecting before the conference

Please give me a call before the conference. Thank you.

Thoughts:

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Date: Mar 25, 2021 06:05 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Connecting before the conference

347-756-0770

Sent from ProtonMail for iOS

On Thu, Mar 25, 2021 at 14:03, Margaret Sandercock wrote:

What number can I call you at?

I need you to understand that I know what you want but the HP court does not have the authority to do everything you want.

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Reply-To: Christian Gray

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To: Margaret Sandercock

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Date: Mar 26, 2021 01:58 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Kind of an emergency

Someone from the intentional community you mentioned contacted Neratoff. She expressed concern about the Apr. 13 conference. This person had not called me and seems to think calling Neratoff was the thing to do.

They will not be part of the 4/13 conference as they missed all prior conferences and deadlines. If they want to apply for coverage, they need to contact me and should be told Neratoff cannot help them at this time.

Contact to me should be thru the office phone, 212 509 0440. Calls are referred to me by email if I am not in. Their contact to me is urgent.

Sent from my iPhone

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Date: Mar 26, 2021 02:54 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Kind of an emergency

I let one of the members know and they will be contacting Laura, the woman that contacted Neratoff, to have her contact your office to speak with you ASAP.

Sent from ProtonMail for iOS

On Thu, Mar 25, 2021 at 21:58, Margaret Sandercock wrote:

Someone from the intentional community you mentioned contacted Neratoff. She expressed concern about the Apr. 13 conference. This person had not called me and seems to think calling Neratoff was the thing to do.

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Date: Mar 26, 2021 03:01 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Kind of an emergency

Thank you

Sent from my iPad

On Mar 25, 2021, at 10:54 PM, Christian Gray wrote:

I let one of the members know and they will be contacting Laura, the woman that contacted Neratoff, to have her contact your office to speak with you ASAP.

Sent from ProtonMail for iOS

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Date: Mar 26, 2021 06:00 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: 226 Franklin St - NSC

FYI. I will be responding.

From: "Stephan Clarke (Buildings)"

Date: Friday, March 26, 2021 at 1:27 PM

To: Margaret Sandercock , Jessica Kashizadeh , Joseph Burden , Alexandr Neratoff

Cc: "Hanchun Lin (Buildings)" , "Amy Lee (Buildings)" , martin kofman , Edouard Paknia , "Kevin Schultz (Buildings)"

Subject: RE: 226 Franklin St - NSC

Good Morning All,

I will schedule the narrative conference for April 13 at 11am. As for now, the scope of work is limited to job numbers 321785154, 340670465, and 340670456.

Ms. Sandercock, please provide any written documentation regarding Owner's alleged promise to file PAA's for you clients. Also, please explain why the roommate of a protected occupant should be served with notices from the Loft Board. Thank you.

Stephan Clarke

Assistant General Counsel, Loft Board

280 Broadway, 5th Floor

New York, NY 10007

(212) 393-2029

From: Margaret Sandercock

Sent: Tuesday, March 23, 2021 12:19 PM

To: Jessica Kashizadeh ; Joseph Burden ; Stephan Clarke (Buildings) ; Alexandr Neratoff

Cc: Hanchun Lin (Buildings) ; Amy Lee (Buildings) ; martin kofman ; Edouard Paknia

Subject: Re: 226 Franklin St - NSC

We will make ourselves available on Apr. 13 at 11 am.

In my view it is critical for us to know the scope of the conference. I have tried to work out underlying issues with Mr. Burden directly for at least 2 months but hear no substantive response from him.

The last narrative conference for this building was in fall 2017. One unit I represent, a known occupant of that unit was not notified of the conference nor of the 45 day clock that was run beginning in late October, 2018. That unit became finally covered by Loft Board order the day after the 45 day clock was started.

The building owner agreed at the narrative conferences to do PAA's for people who wanted to do them. I represent 4 units that want to do this, which includes the unit improperly notified. We already have the plans prepared, so no delay is involved. No legalization work has begun, and the landlord sought emergency permission to correct structural issues for this building in fall 2020 but that work has not been done either.

I have spoken with 5 different lawyers at Belkin Burden about legalization for our clients and related issues: Lisa Gallaudet, Michael Bobick, Christina Browne, David Skaller and Joe Burden. In dealing with Lisa and Michael, it was agreed that the structural work, mold eradication that one of our clients needs, and legalization would all be done at the same time. Lisa agreed to our scope of work for the mold work. Michael agreed to our scope of work less the removal of one wall. Since that time, I have been dealing with other lawyers at the firm mentioned above, and have been unable to make progress on the PAA's, adequate mold remediation and coordination of all work at the same time. In fact, the coordination of the work has been refused.

There is an appearance of impropriety as follows: at the 2017 narrative conference which was well attended by my clients, it was stated by Mr. Bobick who ran the conference that there would be another conference. There was also discussion at that conference of the PAA's. Nothing happened for more than a year, then the 45 day clock was abruptly run Bobick without holding another conference, and soon after, Mr. Bobick went to work at Belkin Burden. It is bad enough that we cannot ask Mr. Bobick what happened as he has a conflict of interest. I felt the right thing to do about this issue was to speak with Mr. Burden and that he would remedy the perceived problem. This has not happened. I am sorry to have to raise this in a public manner, but at this point a record must be made.

In an abundance of candor, I will also note that one of our clients is suing the ownership entity and the owner personally for various problems caused by a burst pipe in the building, an ensuing serious mold condition, the fact that he has been out of possession since Oct. 2019, and basically for converting insurance proceeds paid to the landlord for the tenant's fixtures (which belong to the tenant.)

The Loft Board cannot resolve all these problems but a conference of proper scope would go a long way.

From: Jessica Kashizadeh

Date: Tuesday, March 23, 2021 at 10:04 AM

To: Joseph Burden , Margaret Sandercock , "Stephan Clarke (Buildings)" , Alexandr Neratoff

Cc: "Hanchun Lin (Buildings)"

[Body truncated at extraction limit]

Date: Mar 26, 2021 06:01 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: 226 Franklin St - NSC

Yes, please. Thank you.

Sent from ProtonMail for iOS

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Date: Friday, March 26, 2021 at 1:27 PM

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To: Joseph Burden , Margaret Sandercock , "Stephan Clarke (
[Body truncated at extraction limit]

Date: Mar 27, 2021 03:12 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Kind of an emergency

Laura contacted me and asked me to do some investigation for them. Unfortunately I seem to have misunderstood Laura's email address and we cannot send her a retainer agreement. Is it possible for you to ask that she calls again at the office at 212 509 0440 and leave word of her phone number and email address very clearly. Thank you.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, March 25, 2021 at 10:54 PM

To: Margaret Sandercock

Subject: Re: Kind of an emergency

I let one of the members know and they will be contacting Laura, the woman that contacted Neratoff, to have her contact your office to speak with you ASAP.

Sent from ProtonMail for iOS

On Thu, Mar 25, 2021 at 21:58, Margaret Sandercock wrote:

Someone from the intentional community you mentioned contacted Neratoff. She expressed concern about the Apr. 13 conference. This person had not called me and seems to think calling Neratoff was the thing to do.

They will not be part of the 4/13 conference as they missed all prior conferences and deadlines. If they want to apply for coverage, they need to contact me and should be told Neratoff cannot help them

at this time.

Contact to me should be thru the office phone, 212 509 0440. Calls are referred to me by email if I am not in. Their contact to me is urgent.

Sent from my iPhone

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Date: Mar 27, 2021 03:18 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Kind of an emergency

I just texted her to let her know.

Sent from ProtonMail for iOS

On Fri, Mar 26, 2021 at 23:12, Margaret Sandercock wrote:

Laura contacted me and asked me to do some investigation for them. Unfortunately I seem to have misunderstood Laura's email address and we cannot send her a retainer agreement. Is it possible for you to ask that she calls again at the office at 212 509 0440 and leave word of her phone number and email address very clearly. Thank you.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, March 25, 2021 at 10:54 PM

To: Margaret Sandercock

Subject: Re: Kind of an emergency

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Sent from ProtonMail for iOS

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at this time.

Contact to me should be thru the office phone, 212 509 0440. Calls are referred to me by email if I am not in. Their contact to me is urgent.

Sent from my iPhone

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Date: Mar 30, 2021 10:10 PM

From: "Elizabeth Sandercock" <es@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: 226 Franklin Street--Narrative Statement Conference

Please see the below email that was sent from Ms. Sandercock to the Loft Board regarding the Narrative Statement process at 226 Franklin Street. Copies of exhibits that were sent as a follow up email are also attached.

From: Margaret Sandercock

Date: Tuesday, March 30, 2021 at 5:03 PM

To: "Stephan Clarke (Buildings)" , Jessica Kashizadeh , Joseph Burden , Alexandr Neratoff

Cc: "Hanchun Lin (Buildings)" , "Amy Lee (Buildings)" , martin kofman , Edouard Paknia , "Kevin Schultz (Buildings)" , Jenifer Orefice

Subject: Re: 226 Franklin St - NSC

Dear Mr. Clarke:

I respond to your below email. By copy of this email, I am asking my assistant to send you, and this entire distribution, the referenced exhibits separately.

According to our client Christian Gray who attended the Sept. 2017 narrative conference, and to Angelo Costa, the owner's architect at the time, the owner undertook to do PAA agreements for those tenants who wanted to, but PAA's were never done. Our client Kate Downie, who attended part of the conference but had to leave early, provided me with the minutes taken at that conference by Heather Troy, at that time the head of the tenant association. These refer to the landlord's promise to do PAA's and Michael Bobick's commitment not to issue certification unless and until PAA's were done. These minutes will be forwarded as Exhibit A.. I recently asked the Loft Board to review its minutes of the Sept. 2017 narrative conference (since I was denied a FOIL request for same) and received the email from Ms. Lee which will be forwarded as Exhibit B.

We represent 4 units which still want to do PAA's. These units are G12, G21, G22 and G51. We have gone to considerable expense to have the proposed configurations drawn up by Alexandr Neratoff, RA so as not to delay the landlord. These will be forwarded as Exhibit C. I gave these drawings to Joseph Burden a few months ago and asked that they be used to legalize the respective units, but received no response except that the G12 plans were unsatisfactory. I should add that despite serving access notices on G12, G21 and G22, no legalization work has taken place. There was also an emergency narrative statement conference in Fall 2020 but with the exception of installing structural supports in G21 and G22, to the best of my knowledge no work has been done to resolve the alleged "emergency".

As I have repeatedly pointed out, this situation either involves an impropriety or the appearance of impropriety. It should be noted that Belkin Burden never denies that there was an agreement to do PAA's. Michael Bobick conducted the narrative conference in Sept 2017, Michael Bobick ran the 45 day clock in October 2018 and issued certification without enforcing the owner's commitment to do PAA's or carrying out his own promise to delay certification till PAA agreements were reached, and very shortly afterwards, Mr. Bobick was working at Belkin Burden.

The scope of the upcoming conference must be expanded to enforce the owner's agreement to do PAA's.

Turning to the other issue, that of notification to Phil Hubbard, a known occupant of unit G 12 by virtue of a stipulation of settlement which will be furnished separately as Exhibit D, the Loft Board requires anyone aggrieved by legalization plans to participate in the narrative process through a broad definition of "occupant" in the legalization regulations. This includes commercial tenants and coverage applicants who are not yet covered. (I will add that I do not agree with this policy as it applies to not yet covered units because they become involved in a lot of expense to go through the narrative process when they may not be covered.).

Specifically, the definition of occupant in 29 RCNY Section 2-01, paraphrased, is any residential tenant whether protected or not, and any commercial tenant. All building occupants must be notified of all important milestones in legalization such as the narrative conference and the running of the 45 day clock. Reference to Loft Board records will confirm that Mr. Hubbard was not notified of any narrative conference nor of the 45 day clock. This is one of the units that wants to do a PAA. Its narrative conference was a nullity as proper notice was not given.

We respectfully further request that if the scope of the conference is not expanded as requested, an administrative determination be issued for purposed of our bringing an appeal.

Sincerely,

Margaret B. Sandercock

From: "Stephan Clarke (Buildings)"

Date: Friday, March 26, 2021 at 1:27 PM

To: Margaret Sandercock , Jessica Kashizadeh , Joseph Burden , Alexandr Neratoff

[Body truncated at extraction limit]

Date: Apr 02, 2021 01:00 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Fwd: Gray

Please review and advise.

Sent from my iPhone

Begin forwarded message:

From: David Skaller

Date: April 2, 2021 at 8:22:28 AM EDT

To: Margaret Sandercock

Subject: Gray

FOR SETTLEMENT PURPOSES ONLY

My client is willing to perform the remediation work per the previously agreed upon scope of work and when that work is completed, we are agreeable to allow Ed to test along with our expert to confirm the remediation was successful. We are still agreeable to allow Ed to be present while the remediation work is being performed along with our expert. If the experts find the remediation was successful, my client is prepared to commence the legalization work in accordance with the approved plans by DOB and the Loft Board.

Please note that any changes that you and your client want to the plans are not acceptable and will delay the legalization work because they would have to be approved by DOB and the Loft Board which will take many months or longer.

Please let me know if this arrangement is acceptable to your client.

David M. Skaller

Partner

Belkin Burden Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel:

212-867-4466 (Ext. 316)

Fax:

212-297-1859

E-mail: dskaller@bbgllp.com

Web:

www.bbgllp.com

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Date: Apr 05, 2021 12:10 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: 226 Franklin St - NSC

fyi

From: Joseph Burden

Date: Monday, April 5, 2021 at 7:32 AM

To: "Stephan Clarke (Buildings)" , Margaret Sandercock

Cc: Angelo Costa , Alexandr Neratoff , "Hanchun Lin (Buildings)" , "Amy Lee (Buildings)" , "martin kofman (martyck@gmail.com)" , Christina Browne

Subject: RE: 226 Franklin St - NSC

I am responding to the email of Margaret Sandercock dated March 23, 2021. Contrary to Ms. Sandercock's submission, the conference now scheduled for April 13 at 11am has been pending for over a year (and 2 years since the narrative Statement was served and submitted to the Loft Board). Further her claims that the Owner agreed to PAAs is false and not supported by any written agreement. This submission by the Owner, along with the exhibits annexed, refute her claims.

Ms. Sandercock also has made false accusations against Michael Bobick, an associate in our firm. She claims there was a conflict of interest because Mr. Bobick formerly was employed by the Loft Board and after the Loft Board certified the plans and narrative statement he became employed by our firm. There is no basis to claim a conflict.

It is all smoke and mirrors. In fact in two other instances, attorneys made similar accusations against our firm and Mr. Bobick, which were rejected by a Supreme Court Justice and an OATH administrative law judge (See Exhibit A) (The exhibits will be sent under a separate cover).

Ms. Sandercock submits a truncated history of the events leading up to this conference.

The Loft Board is reminded that the only issues presently pending before the Loft Board are 3 jobs. (See Ex. B). The Loft Board scheduling email reaffirms that agenda. The PAAs and the claims for the right to make further changes or submit further objects

is not on the agenda for this conference. The Loft Board is reminded that this conference was scheduled more than a year ago and the tenants did not submit any objections as required by the Loft board's regulations. If the Loft Board re-opens the entire narrative Statement process, it will delay the Owner's code compliance efforts for many years to come.

A thorough litany of the history of the code compliance process is annexed as

Exhibit C. This attachment describes the chronological events and was submitted in the access application process where the Owner is trying to gain access to the Lockhart unit to proceed with the code compliance work.

The 3 jobs that are part of this conference were not submitted as part of the original Narrative Statement process which is entirely separate from the code compliance work in the individual units that were part of the narrative and plans that were certified by the Loft Board in January 2019. The Narrative Statement for these 3 jobs

was submitted April 2019. While pending for over a year before being scheduled in March 2020, there was a further delay of another year due to the pandemic. The Owner should not suffer further delays as a result of the tenants' new submissions. Their deadline

for submitting alternative plans was November 2018. The architect for the tenants association was Arthur Atlas. He never submitted any proposed PAAs or alternative plans. NOW IS NOT THE TIME TO REOPEN THAT PROCESS.

The tenants have not submitted any coherent explanation why their attorney (Robert Petrucci) agreed to have the 45 day clock begin running in October 2018 without submittnng an alternative plan. The running of the 45 day clock was not an abuse of discretion. Rather it was as a result of a telephone conference between the Loft Board, Mr. Petrucci and Ms Gallaudet. Nor do the tenants offer any explanation for not submitting any application to modify the narrative statement that was not objected to in 2018 and 2019.

The time to object to the plans expired in 2018. Now almost 3 years later, some tenants seek to start the process all over again. The Loft board should reject the tenants' arguments and allow the Owner to proceed with the legalization. The Loft Board at this conference should only cover the 3 jobs that have pending for 2 years.

Finally the tenants have offered no explanation why all of the changes to the

narrative statement and plans not was discussed for years and ultimately agreed to between the parties should be re-opened. The time to do so has long ago expired. The Loft Board should move ahead with these 3 jobs and permit the Owner to do the code compliance work certified by the Loft board over 2 years ago and after the permit was long ago issued.

Finally Ms. Sandercock argues that Mr. Hubbard was an occupant of the Lockhart unit and he was never notified about the legalization process. But he does not deny that he was aware that legalization was proceeding in 2017 through 2019 and that he reviewed notices from the Owner and the Loft Board that were

[Body truncated at extraction limit]

Date: Apr 05, 2021 12:10 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: 226 Franklin. Narrative Statement Conference April 13.

Fyi -- exhibits

From: Joseph Burden

Date: Monday, April 5, 2021 at 7:49 AM

To: "Stephan Clarke (Buildings)" , Margaret Sandercock , Alexandr Neratoff , "Hanchun Lin (Buildings)" , "Amy Lee (Buildings)" ,
"martin kofman (martyck@gmail.com)" , Jessica Kashizadeh , Christina Browne

Subject: RE: 226 Franklin. Narrative Statement Conference April 13.

Attached are the 3 exhibits that are part of my email sent this morning

From: Canon Printer

Sent: Monday, April 5, 2021 8:45 AM

To: Joseph Burden

Subject: Attached Image

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Date: Apr 05, 2021 02:37 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: 226 Franklin. Narrative Statement Conference April 13.

FYI, my response.

From: Margaret Sandercock

Date: Monday, April 5, 2021 at 9:01 AM

To: Joseph Burden , "Stephan Clarke (Buildings)" , Alexandr Neratoff , "Hanchun Lin (Buildings)" , "Amy Lee (Buildings)" , "martin kofman (martyck@gmail.com)" , Jessica Kashizadeh , Christina Browne , "KSchultz@buildings.nyc.gov"

Subject: Re: 226 Franklin. Narrative Statement Conference April 13.

I have added Mr. Schultz to the recipients of this email thread.

I reply to Mr. Burden's submission of this morning. It is important that the scope of the upcoming conference be determined as the conference is slated to take place on Tuesday, April 13, which is very soon. I have requested before and request again that the decision be in the form of an administrative determination so that either aggrieved party can appeal.

Opposing counsel is in control of 3 persons with personal knowledge of what happened between the last narrative conference for this building, in 2017, and the present date. These three persons are Martin Kofman, Lisa Gallaudet and Michael

Bobick. For the sake of clarity, I should indicate that I became counsel to the Tenant Assn. of 226 Franklin St. in summer 2020 . Notably, opposing counsel does not offer statements of any of these three people. This is because, I believe, all 3 of them know full well that the landlord agreed to do PAA's for those tenants who wanted them, after the narrative process was over.

I provided as an Exhibit to my prior email minutes of the Sept. 2017 narrative conference prepared by the then Tenant Assn. head, Heather Troy. Opposing counsel does not comment on these minutes which clearly say that Mr. Kaufman promised to do PAA's and that Mr. Bobick promised not to give certification unless PAA's were agreed to. One would expect that if these minutes were false, one or more of the persons in opposing counsel's control would have stepped forward to say so.

There is confidential information in Loft Board files to which I am not privy. I made a FOIL request for the Loft Board's minutes of the conference, which was denied. Instead, I received the email from Ms. Lee attached to my prior email.

As best as I can deduce, the PAA's were agreed to and no deadline was ever set by the Loft Board. Thus, requesting them now is perfectly timely, particularly as no work has begun. The landlord has never been in a hurry to legalize. One example of this is the passage of 13 months between Loft Board certification and the pulling of a permit. Is the Loft Board actually going to let the landlord legalize using a building permit that it obtained by fraud?

Legalization of the 4 units wanting to do PAA's pursuant to the owner's plans is a travesty. For example, one unit, G12, which now has 2 separate sleeping spaces and which can continue to have 2 separate sleeping spaces, is to be legalized without any separate sleeping spaces. Another unit, G21, had a serious flood in Oct.2019 such that a great deal of the interior has to be gutted due to mold. The flood was the fault of the landlord. Requiring this unit to be legalized the way it would have been legalized absent a flood is ridiculous.

At the very least, there are issues of fact. Ms. Troy no longer lives in the building but would presumably respond to a subpoena, as would Mr. Kofman and Angelo Costa, the landlord's prior architect.

Thank you for your consideration.

From: Joseph Burden

Date: Monday, April 5, 2021 at 7:49 AM

To: "Stephan Clarke (Buildings)" , Margaret Sandercock , Alexandr Neratoff , "Hanchun Lin (Buildings)" , "Amy Lee (Buildings)" , "martin kofman (martyck@gmail.com)" , Jessica Kashizadeh , Christina Browne

Subject: RE: 226 Franklin. Narrative Statement Conference April 13.

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To: Joseph Burden

Subject: Attached Image

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[Body truncated at extraction limit]

Date: Apr 06, 2021 02:06 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "philhub" <philhub@protonmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Payment on your account

I asked you to pay a retainer before our last court date and you only paid part of it. You now owe us over \$2000 and there is still an access hearing in May. We spent a lot of time on your March preparation and more time will be spent in May for the access hearing itself. We also have a narrative conference in which you are involved, next week.

You should understand what happens for us if we spend a lot of time on you and then don't get paid. I can only bill a certain number of hours per week or per month. We have to spend money on rent and staff salaries. I also need a certain amount of money to pay my bills. If I spend time on you and you don't pay, I can't pay our rent and I can't pay salaries. I also get in financial trouble myself if I don't get paid. I get paid last, by the way.

I need you to pay at least half of your outstanding bill this week. I need you to pay the rest by the end of the month. Then, before the access court date in May, I need you to pay \$1000 in advance as the bill will be far more than that.

There are cheaper ways to handle this case, but they involve allowing the landlord to do some or most of what he wants. I am glad to explore cheaper alternatives after you've paid your existing bill, if you are willing to compromise on results.

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Date: Apr 06, 2021 03:16 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Payment on your account

I left town immediately after the HP conference and just got back into town last night. I am reviewing emails that I received in the meantime now. I received an invoice on April, 1st for:

\$450.29

\$1062.75

Total: \$1513.04

It's April 6th today.

How do I owe you over \$2000? If the TA owes you a balance, I am unaware of it. It's my understanding that the TA has no outstanding balance with you.

When you say "I need you to pay \$1000 before the access hearing in May", are you referring to me personally or the TA? What Access Hearing in May? I am only aware of the Loft Board NC on April 13th and the pre-trial conference for the HP case on April 14th.

I'll authorize the payment to CC today.

Sent from ProtonMail for iOS

On Mon, Apr 5, 2021 at 22:06, Margaret Sandercock wrote:

I asked you to pay a retainer before our last court date and you only paid part of it. You now owe us over \$2000 and there is still an access hearing in May. We spent a lot of time on your March preparation and more time will be spent in May for the access hearing itself. We also have a narrative conference in which you are involved, next week.

You should understand what happens for us if we spend a lot of time on you and then don't get paid. I can only bill a certain number of hours per week or per month. We have to spend money on rent and staff salaries. I also need a certain amount of money to pay my bills. If I spend time on you and you don't pay, I can't pay our rent and I can't pay salaries. I also get in financial trouble myself if I don't get paid. I get paid last, by the way.

I need you to pay at least half of your outstanding bill this week. I need you to pay the rest by the end of the month. Then, before the access court date in May, I need you to pay \$1000 in advance as the bill will be far more than that.

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Date: Apr 06, 2021 03:22 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Payment on your account

You misread the message. I copied you on an email to Phil. Phil owes us \$2700 and we have not done his access hearing yet. He was supposed to pre pay \$1000 before the March date but he only paid \$500. There is a new date for May.

I do not know anything about your billing except I will comment that our billing method for things that affect everyone in the group is to bill the TA. That is not frequent now as the tenant Horovitz has no problem with his legalization plans. It is possible that my assistant did not understand that Horovitz is not involved in the current legalization dispute and she could have billed things to the TA that should be divided by 4 and go on individual bills. If you think that is the case, please draw my attention to it Thur. afternoon or Friday. Between now and then I am completely booked with emergencies for other clients.

If you can inspire Hubbard to pay, it would be appreciated. He also owes Neratoff at least \$1500 since Jan.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, April 6, 2021 at 11:16 AM

To: Margaret Sandercock

Subject: Re: Payment on your account

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You should understand what happens for us if we spend a lot of time on you and then don't get paid. I can only bill a certain number of hours per week or per month. We have to spend money on rent and staff salaries. I also need a certain amount of money to pay my bills. If I spend time on you and you don't pay, I can't pay our rent and I can't pay salaries. I also get in financial trouble myself if I don't get paid. I get paid last, by the way.

I need you to pay at least half of your outstanding bill this week. I need you to pay the rest by the end of the month. Then, before the access court date in May, I need you to pay \$1000 in advance as the bill will be far more than that.

There are cheaper ways to handle this case, but they involve allowing the landlord to do some or most of what he wants. I am glad to explore cheaper alternatives after you've paid your existing bill, if you are willing to compromise on results.

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Date: Apr 06, 2021 03:25 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

April 06, 2021 - 11:24 AM

\$1,513.04

full transaction receipt

View the Privacy Policies for
Clover

Date: Apr 06, 2021 03:32 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Payment on your account

Understood.

There hasn't been an issue with billing from Jennifer. Our TA splits it's bills equally, between the units, including Horowitz, despite the fact that he has no issue with his legalization plan.

I'll talk to Phil today. My apologies that he is behind in his payments. It seems to be a trend with him.

Sent from ProtonMail for iOS

On Tue, Apr 6, 2021 at 11:22, Margaret Sandercock wrote:

You misread the message. I copied you on an email to Phil. Phil owes us \$2700 and we have not done his access hearing yet. He was supposed to pre pay \$1000 before the March date but he only paid \$500. There is a new date for May.

I do not know anything about your billing except I will comment that our billing method for things that affect everyone in the group is to bill the TA. That is not frequent now as the tenant Horovitz has no problem with his legalization plans. It is possible that my assistant did not understand that Horovitz is not involved in the current legalization dispute and she could have billed things to the TA that should be divided by 4 and go on individual bills. If you think that is the case, please draw my attention to it Thur. afternoon or Friday. Between now and then I am completely booked with emergencies for other clients.

If you can inspire Hubbard to pay, it would be appreciated. He also owes Neratoff at least \$1500 since Jan.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, April 6, 2021 at 11:16 AM

To: Margaret Sandercock

Subject: Re: Payment on your account

I left town immediately after the HP conference and just got back into town last night. I am reviewing emails that I received in the meantime now. I received an invoice on April, 1st for:

\$450.29

\$1062.75

Total: \$1513.04

It's April 6th today.

How do I owe you over \$2000? If the TA owes you a balance, I am unaware of it. It's my understanding that the TA has no outstanding balance with you.

When you say "I need you to pay \$1000 before the access hearing in May", are you referring to me personally or the TA? What Access Hearing in May? I am only aware of the Loft Board NC on April 13th and the pre-trail conference for the HP case on April 14th.

I'll authorize the payment to CC today.

Sent from ProtonMail for iOS

On Mon, Apr 5, 2021 at 22:06, Margaret Sandercock wrote:

I asked you to pay a retainer before our last court date and you only paid part of it. You now owe us over \$2000 and there is still an access hearing in May. We spent a lot of time on your March preparation and more time will be spent in May for the access hearing itself. We also have a narrative conference in which you are involved, next week.

You should understand what happens for us if we spend a lot of time on you and then don't get paid. I can only bill a certain number of hours per week or per month. We have to spend money on rent and staff salaries. I also need a certain amount of money to pay my bills. If I spend time on you and you don't pay, I can't pay our rent and I can't pay salaries. I also get in financial trouble myself if I don't get paid. I get paid last, by the way.

I need you to pay at least half of your outstanding bill this week. I need you to pay the rest by the end of the month. Then, before the access court date in May, I need you to pay \$1000 in advance as the bill will be far more than that.

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[Body truncated at extraction limit]

Date: Apr 09, 2021 04:53 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "Alexandr Neratoff"
<alexandr@neratoff.com>

Subject: FW: 226 Franklin. Narrative Statement Conference April 13.

From: "Stephan Clarke (Buildings)"

Date: Friday, April 9, 2021 at 12:52 PM

To: Margaret Sandercock , Joseph Burden , Alexandr Neratoff , "Hanchun Lin (Buildings)" , "Amy Lee (Buildings)" , "martin kofman (martyck@gmail.com)" , Jessica Kashizadeh , Christina Browne , "Kevin Schultz (Buildings)"

Subject: RE: 226 Franklin. Narrative Statement Conference April 13.

Good Afternoon All,

The scope of the upcoming narrative statement conference for the above referenced building will be for job numbers 321785154, 340670465 and 340670456.

The Loft Board is in the process of writing an administrative determination with respect to tenants' request to reopen the narrative statement process for the Alt-1 job. If the Loft Board determines the Alt-1 narrative statement process should be reopened, we will schedule a conference at that time.

Stephan Clarke

Assistant General Counsel, Loft Board

280 Broadway, 5th Floor

New York, NY 10007

(212) 393-2029

From: Margaret Sandercock

Sent: Monday, April 05, 2021 9:02 AM

To: Joseph Burden ; Stephan Clarke (Buildings) ; Alexandr Neratoff ; Hanchun Lin (Buildings) ; Amy Lee (Buildings) ; martin kofman (martyck@gmail.com) ; Jessica Kashizadeh ; Christina Browne ; Kevin Schultz (Buildings)

Subject: Re: 226 Franklin. Narrative Statement Conference April 13.

I have added Mr. Schultz to the recipients of this email thread.

I reply to Mr. Burden's submission of this morning. It is important that the scope of the upcoming conference be determined as the conference is slated to take place on Tuesday, April 13, which is very soon. I have requested before and request again that the decision be in the form of an administrative determination so that either aggrieved party can appeal.

Opposing counsel is in control of 3 persons with personal knowledge of what happened between the last narrative conference for this building, in 2017, and the present date. These three persons are Martin Kofman, Lisa Gallaudet and Michael

Bobick. For the sake of clarity, I should indicate that I became counsel to the Tenant Assn. of 226 Franklin St. in summer 2020 . Notably, opposing counsel does not offer statements of any of these three people. This is because, I believe, all 3 of them know full well that the landlord agreed to do PAA's for those tenants who wanted them, after the narrative process was over.

I provided as an Exhibit to my prior email minutes of the Sept. 2017 narrative conference prepared by the then Tenant Assn. head, Heather Troy. Opposing counsel does not comment on these minutes which clearly say that Mr. Kaufman promised

to do PAA's and that Mr. Bobick promised not to give certification unless PAA's were agreed to. One would expect that if these minutes were false, one or more of the persons in opposing counsel's control would have stepped forward to say so.

There is confidential information in Loft Board files to which I am not privy. I made a FOIL request for the Loft Board's minutes of the conference, which was denied. Instead, I received the email from Ms. Lee attached to my prior email.

As best as I can deduce, the PAA's were agreed to and no deadline was ever set by the Loft Board. Thus, requesting them now is perfectly timely, particularly as no work has begun. The landlord has never been in a hurry to legalize. One example of this is the passage of 13 months between Loft Board certification and the pulling of a permit. Is the Loft Board actually going to let the landlord legalize using a building permit that it obtained by fraud?

Legalization of the 4 units wanting to do PAA's pursuant to the owner's plans is a travesty. For example, one unit, G12, which now has 2 separate sleeping spaces and which can continue to have 2 separate sleeping spaces, is to be legalized without any separate sleeping spaces. Another unit, G21, had a serious flood in Oct.2019 such that a great deal of the interior has to be gutted due to mold. The flood was the fault of the landlord. Requiring this unit to be legalized the way it would have been legalized absent a flood is ridiculous.

At the very least, there are issues of fact. Ms. Troy no longer lives in the building but would presumably respond to a subpoena, as would Mr. Kofman and Angelo Costa, the landlord's prior architect.

Thank you for your consideration.

From: Joseph Burden

Date: Monday, April 5, 2021 at 7:49 AM

To: "Stephan Clarke (Buildings)" , Margaret Sandercock ,
Alexandr Neratoff

[Body truncated at extraction limit]

Date: Apr 09, 2021 05:05 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Ryan Woodhall"
<woodhall.ryan@gmail.com>

Subject: Recording studios

Christian, Ryan Woodhall is a client of ours in another Loft Law building. When legalization work is done in Ryan's building, it is likely that due to construction noise he will need to rent studio space elsewhere, since he normally works at home. I don't know if your studios would be suitable for him but I am making this introduction so the two of you can discuss it if you wish.

This is not urgent nor an emergency as Ryan's building is just starting legalization.

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Date: Apr 11, 2021 10:07 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "philhub" <philhub@protonmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Payment to architect

Your Jan. bill is still substantially outstanding. You need the architect to testify at your access hearing next month. We also have a narrative conference Tues. and he said that if your unit comes up, he doesn't know how to proceed because you hired him but did not pay him and he doesn't really want to speak on your behalf.

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Date: Apr 12, 2021 01:11 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>
To: "stclarke@buildings.nyc.gov" <stclarke@buildings.nyc.gov>, "Joseph Burden" <JBurden@BBGLLP.COM>
Cc: "Christian Gray" <christiangray3@protonmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Alexandr Neratoff" <alexandr@neratoff.com>
Subject: 226 Franklin Street, Brooklyn, NY

Attached please find the tenant architect comments for the conference tomorrow. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Apr 12, 2021 04:22 PM

From: "Jessica Kashizadeh" <JKashizadeh@pakniaeng.com>
To: "Alexandr Neratoff" <alexandr@neratoff.com>
Cc: "Joseph Burden" <JBurden@BBG LLP.COM>, "martin kofman (martyck@gmail.com)" <martyck@gmail.com>, "jo@goodfarblaw.com" <jo@goodfarblaw.com>, "stclarke@buildings.nyc.gov" <stclarke@buildings.nyc.gov>, "christiangray3@protonmail.com" <christiangray3@protonmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Edouard Paknia" <EPaknia@pakniaeng.com>

Subject: RE: 226 Franklin Street, Brooklyn, NY

Mr. Neratoff,

I am sending you the plans for the three jobs that are the topic of tomorrow's LB conference, Job numbers 321785154, 340670465 & 340670456 for your review in advance of tomorrow's conference.

In summary, the Hot water application calls to remove all hot water heaters from tenant spaces. As such, there should be no interference with tenant space by said hot water heaters since they will be located in a central location in the building. The Sprinkler plan is simply a modification plan and we are agreeable that any layout change on the Alt1 may require a revision of this application. Same for the standpipe application.

321785154 - Standpipe by Ruditser Click
here for plans.

340670465 - Sprinkler Modification by Chang. Click
Here for plans

340670456 - Hot water by Chang Click:
Here for plans

Please let me know if you have any questions. If everything looks ok, perhaps there is no need for a conference tomorrow.

Jessica Kashizadeh, RA

Project Architect

Paknia Engineering, PC

646.727.4215

347 Fifth Avenue | Suite 803C | New York, NY 10016

From: Jenifer Orefice

Sent: Monday, April 12, 2021 9:12 AM

To: stclarke@buildings.nyc.gov; Joseph Burden

Cc: Christian Gray ; Margaret Sandercock ; Alexandr Neratoff

Subject: 226 Franklin Street, Brooklyn, NY

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Date: Apr 12, 2021 05:17 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Jessica Kashizadeh" <JKashizadeh@pakniaeng.com>, "Alexandr Neratoff" <alexandr@neratoff.com>

Cc: "Joseph Burden" <JBurden@BBGLLP.COM>, "martin kofman (martyck@gmail.com)" <martyck@gmail.com>, "Jenifer Orefice" <jo@goodfarblaw.com>, "stclarke@buildings.nyc.gov" <stclarke@buildings.nyc.gov>, "christiangray3@protonmail.com" <christiangray3@protonmail.com>, "Edouard Paknia" <EPaknia@pakniaeng.com>

Subject: Re: 226 Franklin Street, Brooklyn, NY

Thank you for sending the plans. Mr. Neratoff has prior commitments today - another reason he indicated he would want to look at the plans tomorrow at the conference. No, it is not possible to cancel the conference.

From: Jessica Kashizadeh

Date: Monday, April 12, 2021 at 12:22 PM

To: Alexandr Neratoff

Cc: Joseph Burden , "martin kofman (martyck@gmail.com)" , Jenifer Orefice , "stclarke@buildings.nyc.gov" , "christiangray3@protonmail.com" , Margaret Sandercock , Edouard Paknia

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Date: Apr 13, 2021 01:32 AM

From: "Jessica Kashizadeh" <JKashizadeh@pakniaeng.com>
To: "Alexandr Neratoff" <alexandr@neratoff.com>
Cc: "Joseph Burden" <JBurden@BBGLLP.COM>, "martin kofman (martyck@gmail.com)" <martyck@gmail.com>, "jo@goodfarblaw.com" <jo@goodfarblaw.com>, "stclarke@buildings.nyc.gov" <stclarke@buildings.nyc.gov>, "christiangray3@protonmail.com" <christiangray3@protonmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Edouard Paknia" <EPaknia@pakniaeng.com>

Subject: RE: 226 Franklin Street, Brooklyn, NY

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link here

Hot Water:
Link here

Sprinkler:
Link here

Thank you,

Jessica Kashizadeh, RA

Project Architect

Paknia Engineering, PC

646.727.4215

347 Fifth Avenue | Suite 803C | New York, NY 10016

From: Jessica Kashizadeh

Sent: Monday, April 12, 2021 12:23 PM

To: Alexandr Neratoff

Cc: Joseph Burden ; martin kofman (martyck@gmail.com) ; jo@goodfarblaw.com; stclarke@buildings.nyc.gov; christiangray3@protonmail.com; Margaret Sandercock ; Edouard Paknia

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Cc: "Joseph Burden" <JBurden@BBGLLP.COM>, "martin kofman (martyck@gmail.com)" <martyck@gmail.com>, "jo@goodfarblaw.com" <jo@goodfarblaw.com>, "christiangray3@protonmail.com" <christiangray3@protonmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Edouard Paknia" <EPaknia@pakniaeng.com>, "Hanchun Lin (Buildings)" <HaLin@buildings.nyc.gov>, "Kevin Schultz (Buildings)" <KSchultz@buildings.nyc.gov>, "NYC Loftboard (Buildings)" <nycloftboard@buildings.nyc.gov>

Subject: RE: 226 Franklin Street, Brooklyn, NY

Good Morning All,

Please find the link for today's conference below:

226 Franklin Street NSC

Tue, Apr 13, 2021 11:00 AM - 2:00 PM (EDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/694789965>

You can also dial in using your phone.

United States (Toll Free): 1 877 309 2073

United States: +1 (646) 749-3129

Access Code: 694-789-965

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
<https://global.gotomeeting.com/install/694789965>

From: Jessica Kashizadeh

Sent: Monday, April 12, 2021 9:32 PM

To: Alexandr Neratoff

Cc: Joseph Burden ; martin kofman (martyck@gmail.com) ; jo@goodfarblaw.com; Stephan Clarke (Buildings) ; christiangray3@protonmail.com; Margaret Sandercock ; Edouard Paknia

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Hot Water:
Link here

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Link here

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Project Architect

Paknia Engineering, PC

646.727.4215

347 Fifth Avenue | Suite 803C | New York, NY 10016

From: Jessica Kashizadeh

Sent: Monday, April 12, 2021 12:23 PM

To: Alexandr Neratoff

Cc: Joseph Burden ; martin kofman (martyck@gmail.com) ;
jo@goodfarblaw.com;
stclarke@buildings.nyc.gov; christiangray3@protonmail.com; Margaret Sandercock ; Edouard Paknia

Subject: RE: 226 Franklin Street, Brooklyn, NY

Mr. Neratoff,

I am sending you the plans for the three jobs that are the topic of tomorrow's LB conference, Job numbers 321785154, 340670465 & 340670456 for your review in advance of tomorrow's conference.

In summary, the Hot water application calls to remove all hot water heaters from tenant spaces. As such, there should be no interference with tenant space by said hot water heaters since they will be located in a central location in the building. The Sprinkler plan is simply a modification plan and we are agreeable that any layout change on the Alt1 may require a revision of this application. Same for the standpipe application.

321785154 - Standpipe by Ruditser Click
here for plans.

340670465 - Sprinkler Modification by Chang. Click
Here for plans

340670456 - Hot water by Chang Click:
Here for plans

Please let me know if you have any questions. If everything looks ok, perhaps there is no need for a conference tomorrow.

Jessica Kashizadeh, RA

Project Architect

Paknia Engineering, PC

646.727.4215

347 Fifth Avenue | Suite 803C | New York, NY 10016

From: Jenifer Orefice

Sent: Monday, April 12, 2021 9:12 AM

To: stclarke@buildings.nyc.gov; Joseph Burden

Cc: Christian Gray ; Margaret Sandercock ; Alexandr Neratoff

Subject: 226 Franklin Street, Brooklyn, NY

Attached please find the tenant architect comments for the conference tomorrow. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Apr 13, 2021 01:23 PM

From: "Joseph Burden" <JBurden@BBGLLP.COM>
To: "Stephan Clarke (Buildings)" <StClarke@buildings.nyc.gov>, "Jessica Kashizadeh" <JKashizadeh@pakniaeng.com>, "Alexandr Neratoff" <alexandr@neratoff.com>
Cc: "martin kofman (martyck@gmail.com)" <martyck@gmail.com>, "jo@goodfarblaw.com" <jo@goodfarblaw.com>, "christiangray3@protonmail.com" <christiangray3@protonmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Edouard Paknia" <EPaknia@pakniaeng.com>, "Hanchun Lin (Buildings)" <HaLin@buildings.nyc.gov>, "Kevin Schultz (Buildings)" <KSchultz@buildings.nyc.gov>, "NYC Loftboard (Buildings)" <nycloftboard@buildings.nyc.gov>

Subject: RE: 226 Franklin Street, Brooklyn, NY

thanks

From: Stephan Clarke (Buildings)

Sent: Tuesday, April 13, 2021 9:22 AM

To: Jessica Kashizadeh ; Alexandr Neratoff

Cc: Joseph Burden ; martin kofman (martyck@gmail.com) ; jo@goodfarblaw.com; christiangray3@protonmail.com; Margaret Sandercock ; Edouard Paknia ; Hanchun Lin (Buildings) ; Kevin Schultz (Buildings) ; NYC Loftboard (Buildings)

Subject: RE: 226 Franklin Street, Brooklyn, NY

Good Morning All,

Please find the link for today's conference below:

226 Franklin Street NSC

Tue, Apr 13, 2021 11:00 AM - 2:00 PM (EDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/694789965>

You can also dial in using your phone.

United States (Toll Free): 1 877 309 2073

United States: +1 (646) 749-3129

Access Code: 694-789-965

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
<https://global.gotomeeting.com/install/694789965>

From: Jessica Kashizadeh

Sent: Monday, April 12, 2021 9:32 PM

To: Alexandr Neratoff

Cc: Joseph Burden ; martin kofman (martyck@gmail.com) ; jo@goodfarblaw.com; Stephan Clarke (Buildings) ; christiangray3@protonmail.com; Margaret Sandercock ; Edouard Paknia

Subject: RE: 226 Franklin Street, Brooklyn, NY

Apologies, I am correcting my links below. They do not seem to be linked to the correct documents.

Standpipe:
link here

Hot Water:
Link here

Sprinkler:
Link here

Thank you,

Jessica Kashizadeh, RA

Project Architect

Paknia Engineering, PC

646.727.4215

347 Fifth Avenue | Suite 803C | New York, NY 10016

From: Jessica Kashizadeh

Sent: Monday, April 12, 2021 12:23 PM

To: Alexandr Neratoff

Cc: Joseph Burden ; martin kofman (martyck@gmail.com) ;
jo@goodfarblaw.com;
stclarke@buildings.nyc.gov; christiangray3@protonmail.com; Margaret Sandercock ; Edouard Paknia

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here for plans.

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Here for plans

340670456 - Hot water by Chang Click:
Here for plans

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Project Architect

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To: stclarke@buildings.nyc.gov; Joseph Burden

Cc: Christian Gray ; Margaret Sandercock ; Alexandr Neratoff

Subject: 226 Franklin Street, Brooklyn, NY

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Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

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White Plains, NY 10601

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[Body truncated at extraction limit]

Date: Apr 13, 2021 11:21 AM

From: "David May" <davidmortimermay@gmail.com>

To: "Alexandr Neratoff" <alexandr@neratoff.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: post loft board meeting thoughts, 226 Franklin

Thank you for your work today. I know we are waiting for the loft board's decision to discuss our plans, but I appreciate your comments to the board about Marty wanting his tenants to leave. The evolution of the landlord's plans really illustrate efforts to remove the tenants- I know that several units who took Marty's buyout did so because he was able to remove their bedrooms from the approved plans. I look forward to any updates. Thanks again!

David Mortimer May

97 Green Street, #G22

Brooklyn, NY 11222

USA
(615) 429-4414
The Land of Tradition

Date: Apr 13, 2021 05:12 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "David May" <davidmortimermay@gmail.com>, "Alexandr Neratoff" <alexandr@neratoff.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: Re: post loft board meeting thoughts, 226 Franklin

Yes, agreed. Thank you. I thought it went well. Hopefully we will be will get our PAA NC soon.

My apologies, I thought that I was only allowed to attend the NC via the remote link. I'll be there in person next time.

Thanks,
Christian

Sent from ProtonMail for iOS

On Tue, Apr 13, 2021 at 12:21, David May wrote:

Thank you for your work today. I know we are waiting for the loft board's decision to discuss our plans, but I appreciate your comments to the board about Marty wanting his tenants to leave. The evolution of the landlord's plans really illustrate efforts to remove the tenants- I know that several units who took Marty's buyout did so because he was able to remove their bedrooms from the approved plans. I look forward to any updates. Thanks again!

David Mortimer May

97 Green Street, #622
Brooklyn, NY 11222

USA
(615) 429-4414
The Land of Tradition

Date: Apr 13, 2021 06:14 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Subject: FW: Christian Gray

Please note, we have a conference tomorrow 2 15 pm. I will check up on a link for you. I wanted to remind you of the latest proposal, which I think you said no to. I just want to be sure we are on the same page.

I will go further and say that I would recommend you accept the below proposal rather than go to trial and potentially be liable for the landlord's legal fees. The present proposal is acceptable to the vast majority of our clients and to Ed and I. It could be thought there is bad faith if you don't agree to it. But however, this is not in the end my choice to make.

From: David Skaller

Date: Tuesday, April 13, 2021 at 1:48 PM

To: Margaret Sandercock

Subject: RE: Christian Gray

We would perform the remediation work previously agreed to and will agree that as they do the work, if additional remediation needs to be done we will agree to do it with both our experts present

while this work is being done to ensure it is done properly. Once that work is completed, then we will test to make sure the mold has been remediated and if so then we will soon after commence the legalization work.

From: Margaret Sandercock

Sent: Tuesday, April 13, 2021 1:37 PM

To: David Skaller

Subject: Christian Gray

Please remind me of your proposal. I am mindful of the upcoming conference. I know I conveyed your proposal when you first made it, but I don't think I got an answer and I want to make sure to do the landlord and you justice.

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Date: Apr 13, 2021 06:37 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Christian Gray

By the way, I am at the office now to 6 pm at 212 509 0440 if you want to speak and also tomorrow, I should be here after 12 oe 12 30.

From: Margaret Sandercock

Date: Tuesday, April 13, 2021 at 2:14 PM

To: Christian Gray

Subject: FW: Christian Gray

Please note, we have a conference tomorrow 2 15 pm. I will check up on a link for you. I wanted to remind you of the latest proposal, which I think you said no to. I just want to be sure we are on the same page.

I will go further and say that I would recommend you accept the below proposal rather than go to trial and potentially be liable for the landlord's legal fees. The present proposal is acceptable to the vast majority of our clients and to Ed and I. It could be thought there is bad faith if you don't agree to it. But however, this is not in the end my choice to make.

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Date: Apr 13, 2021 06:49 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Alexandr Neratoff" <alexandr@neratoff.com>

Subject: Re: post loft board meeting thoughts, 226 Franklin

Mr. Neratoff is really good at this, I didn't even know what he was going to do but it turned out more fruitful than I thought.

Don't worry about not attending in person. I do think it can be effective to show up and I'm not sorry we showed up in person as the landlord lawyer and architect did, but there are limits on how many people they will allow so it is always best to check if there is still room if planning to attend in person. I immediately say that I will attend in person every time a conference is announced because that way I don't have to worry about the platform and whether I know how to work it. I can always cancel in person attendance if I change my mind.

From: Christian Gray

Reply-To: Christian Gray

Date: Tuesday, April 13, 2021 at 1:13 PM

To: David May , Alexandr Neratoff , Margaret Sandercock

Subject: Re: post loft board meeting thoughts, 226 Franklin

Yes, agreed. Thank you. I thought it went well. Hopefully we will be will get our PAA NC soon.

My apologies, I thought that I was only allowed to attend the NC via the remote link. I'll be there in person next time.

Thanks,

Christian

Sent from ProtonMail for iOS

On Tue, Apr 13, 2021 at 12:21, David May wrote:

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97 Green Street, #622

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Date: Apr 14, 2021 04:55 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Christian Gray

I understand your position. I'll call you tomorrow around 12:30. Thank you.

Sent from ProtonMail for iOS

On Tue, Apr 13, 2021 at 14:37, Margaret Sandercock wrote:

By the way, I am at the office now to 6 pm at 212 509 0440 if you want to speak and also tomorrow, I should be here after 12 oe 12 30.

From: Margaret Sandercock

Date: Tuesday, April 13, 2021 at 2:14 PM

To: Christian Gray

Subject: FW: Christian Gray

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I will go further and say that I would recommend you accept the below proposal rather than go to trial and potentially be liable for the landlord's legal fees. The present proposal is acceptable to the vast majority of our clients and to Ed and I. It could be thought there is bad faith if you don't agree to it. But however, this is not in the end my choice to make.

From: David Skaller

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Subject: RE: Christian Gray

We would perform the remediation work previously agreed to and will agree that as they do the work, if additional remediation needs to be done we will agree to do it with both our experts present while this work is being done to ensure it is done properly. Once that work is completed, then we will test to make sure the mold has been remediated and if so then we will soon after commence the legalization work.

From: Margaret Sandercock

Sent: Tuesday, April 13, 2021 1:37 PM

To: David Skaller

Subject: Christian Gray

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Date: Apr 14, 2021 12:45 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Christian Gray

I have recommended your proposal but that doesn't necessarily mean our client will agree. I am speaking to him again at 12 30 today.

It would be easier for me to get him to agree if some or all of the following were added to your proposal:

1. Landlord agrees to consent order, not just a stipulation;
2. If remediation is needed beyond the scope of work, landlord reimburses some or all of tenant's expert fees for supervision of the prior work;
3. Landlord agrees to tenant's plan to rebuild and legalize and legalization work takes place immediately after mold remediation.

Sent from my iPhone

On Apr 13, 2021, at 2:14 PM, Margaret Sandercock wrote:

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To: David Skaller

Subject: Christian Gray

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Date: Apr 14, 2021 06:54 PM

From: "Hon. Jack Stoller" <jstoller@nycourts.gov>

To: "Elizabeth Sandercock" <es@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: Gray v American Package Company Inc., #6086/2020

FYI

From: "Hon. Jack Stoller"

Date: Wednesday, April 14, 2021 at 2:53 PM

To: David Skaller , Margaret Sandercock , Javier Ortiz

Subject: Gray v American Package Company Inc., #6086/2020

Microsoft Teams meeting

Join on your computer or mobile app

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here to join the meeting

Or call in (audio only)

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United States, New York City

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Date: Apr 14, 2021 07:02 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Christian Gray

The app wasn't letting me on to the conference. I got on at 2:17.

I'll put together the list of items, taken directly from Ed's scope of work, with the addition of the cleaning of the AC/Air handler unit that both Ed and Candice from ALC originally agreed to, and send them to you.

Sent from ProtonMail for iOS

On Wed, Apr 14, 2021 at 08:45, Margaret Sandercock wrote:

I have recommended your proposal but that doesn't necessarily mean our client will agree. I am speaking to him again at 12 30 today.

It would be easier for me to get him to agree if some or all of the following were added to your proposal:

1. Landlord agrees to consent order, not just a stipulation;
2. If remediation is needed beyond the scope of work, landlord reimburses some or all of tenant's expert fees for supervision of the prior work;
3. Landlord agrees to tenant's plan to rebuild and legalize and legalization work takes place immediately after mold remediation.

Sent from my iPhone

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From: David Skaller

Date: Tuesday, April 13, 2021 at 1:48 PM

To: Margaret Sandercock

Subject: RE: Christian Gray

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Sent: Tuesday, April 13, 2021 1:37 PM

To: David Skaller

Subject: Christian Gray

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Date: Apr 14, 2021 07:03 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Christian Gray

Please. Also share with Ed Olmsted and tell him he is not authorized to discuss with ALC in any way that involves taking things off the list.

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Reply-To: Christian Gray

Date: Wednesday, April 14, 2021 at 3:02 PM

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To: "Christian Gray" <christiangray3@protonmail.com>

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Date: Apr 19, 2021 06:13 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Mold Remediation Scope of Work for HP Court

Greetings, below is the list of items to be added to the scope of work outlined by TRI. These issues were already documented in a previous email, "Scope of Work Issues", sent on 2/11/21.

Everything is taken directly from Ed's report with the exception of the HVAC remediation which was taken from ALC's report. Ed, I noticed that you listed the results of Sample 3, taken from the South Hallway but didn't reference it in the table. You referenced it in the narrative, including the results, which I extracted and used as reference.

Mold Remediation Scope of Work for HP Court

Living Room Area

1. North Wall - Party Wall

Olmstead Report: 6. Living Room, Sample 9

"A tape lift sample from inside the open wall cavity was analyzed by Ed Olmsted and tested positive for growth of mold. All of the sheetrock and insulation should be removed from this wall and the remaining sheetrock in the wall cavity should be cleaned and encapsulated."

Sample 9:

97G-9

Location: hallway outside the studio base of the wall

Result: Spores, hyphae and conidiophores of *Ulocladium* indicating mold growth

2. Acoustically Treated Ceiling

Olmstead Report: 6. Living Room, Sample 13

"A wipe sample was collected from above the sheetrock around the columns to test the area above the sheetrock ceiling. The wood deck and insulation area above and were impacted by the flood. The wipe sample, number 97G-13, had massive levels of spores at over 5 million CFU per square inch. The sample was had *Aspergillus sydowii*, *Aspergillus versicolor*, *Penicillium*, and *Trichoderma longibrachiatum*. This is indicative of mold growth above the ceiling."

Sample 13:

200618-06-052

97G-13

Location: Above sheetrock ceiling leak area

Results: Fungi overloaded *Aspergillus sydowii* *Aspergillus versicolor* *Penicillium* spp. *Trichoderma longibrachiatum* yeasts

Total >5,000,000

3. East Wall - Living Room Wall adjacent to Studio Area 1

Olmstead Report: 6. Living Room, Sample 15

"Another wipe was collected from the top of the wall between the living room and adjacent studio. There was water damage but no visible mold. The sample had 740,000 CFU/in² dominated by *Penicillium*. This is indicative of mold growth. These results indicate there is mold growth in the wall and ceiling cavities and at the upper parts of the walls and not just the base of the walls. The walls should be demolished in the living room and studios."

Sample 15:

200618-06-054

97G-15

Location: Top of wall at the ceiling by beam

Results: *Aspergillus calidoustus*, *Aspergillus versicolor*, *Cephalophora tropica*, *Chaetomium globosum*, *Mucor racemosus*, *Paecilomyces variotii*, *Penicillium* spp., *Phoma* sp., *Rhodotorula mucilaginosa*

Total 740,000

Kitchen Area

4. Kitchen Floor System

Olmstead Report: 3. Kitchen, Sample 14

"The kitchen wood floor is a layer of plywood subfloor with engineered wood finish floor. This area was reported by Christian Gray to have been under water and had warped. A swab was collected under the finish floor from the bottom side of the finish floor and the top side of the plywood. The sample had 190,000 colony forming units per square inch (CFU/in²) and was dominated by *Penicillium* and *Trichoderma*. Toxin producing species include *Trichoderma harzianum* and *Trichoderma longibrachiatum*. These results indicate there is mold growth present in the kitchen wood flooring."

Sample 14:

200618-06-053

97G-14

Location: Under Kitchen floor

Result: *Penicillium* spp., *Trichoderma harzianum*, *Trichoderma longibrachiatum*, yeasts

Hallway Area

5. Hallway Walls

Olmstead Report: 7. Hallway Walls (South Hallway Wall, North Hallway Wall), Sample 3 (SHW), Sample 9 (NHW)

South Hallway Wall:

"A sample was collected from the base of the wall in the hallway outside the bathroom. The sample, number 97G-3, had a total of 17,000 CFU/g and was dominated by *Aspergillus calidoustus*, *Penicillium*, and *Aspergillus versicolor*. *Paecilomyces variotii* was also detected, which is an indicator species. This sample result suggests mold growth in the wall."

North Hallway Wall:

"The studios and bathroom should be completely demolished including the walls, floors and ceilings."

Sample 3:

Location: base of the wall in the hallway outside the bathroom

Result: dominated by *Aspergillus calidoustus*, *Penicillium*, and *Aspergillus versicolor*. *Paecilomyces variotii*

Total: 17,000 CFU/g

Sample 9:

97G-9

Location: hallway outside the studio base of the wall

Result: Spores, hyphae and conidiophores of *Ulocladium* indicating mold growth

HVAC Remediation (Living Room Area and Foyer Area)

6. Properly Clean both HVAC Systems: Unit 1., Heater (located in the Living Room Area) and Unit 2., MovinCool AC/Air Handler (located in the Foyer Area), and Remove all Flex Ducting, and replace filters. The Cleaning of the Units 1 and 2 should be done at the end of Remediation.

ALC Report

Level IV: Remediation of HVAC Systems:

"Porous materials such as insulation and paper on the interior of lined ducts and filters should be removed a
[Body truncated at extraction limit]

Date: Apr 19, 2021 11:37 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: Mold Remediation Scope of Work for HP Court

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Sample 3:

Location: base of the wall in the hallway outside the bathroom

Result: dominated by Aspergillus calidoustus, Penicillium, and Aspergillus versicolor. Paecilomyces variotii

Total: 17,000 CFU/g

Sample 9:

97G-9

Location: hallway outside the studio base of the wall

Result: Spores, hyphae and conidiophores of Ulocladium indicating mold growth

HVAC Remediation (Living Room Area and Foyer Area)

6. Properly Clean both HVAC Systems: Unit 1., Heater (located i
[Body truncated at extraction limit]

Date: Apr 20, 2021 03:58 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "philhub" <philhub@protonmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: billing

Phil, you owe us \$2400 and we are obligated to represent you in an access hearing in May which will only result in more billing. It is imperative that you pay for our prior work as soon as possible and that you have a plan for how you will pay the bill for the access hearing.

We expect people to pay our bills when they receive them. If they were not going to do so, we would charge higher rates. As it is, I bill all the hours available to me to do work in, and if someone does not pay us when they get their bill, it means we may have trouble paying our bills, which include office rent and salaries.

My partner contacted you end of last week to pay what you owe us. He says he had no response.

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Date: Apr 21, 2021 02:25 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "philhub" <philhub@protonmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Neratoff

Needs to testify in May, also not paid. Says you promised but never paid.

Sent from my iPhone

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Date: May 04, 2021 08:07 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

May 04, 2021 - 4:07 PM

\$515.00

full transaction receipt

View the Privacy Policies for
Clover

Date: May 10, 2021 04:01 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Hubbard and Lockhart

They have received the court papers for a Supreme Court action in ejectment and I prepared an answer for them. This has not been billed yet. They already are behind \$900 from work done in March. We asked for a new retainer for the new case, \$1000. It has not been paid. They also have a hearing about access later this month which will generate more bills.

It is not clear to me whether these cases are being handled in the best way possible. If it is true that Lockhart does not live in the building (that he is not there enough), they will get evicted and why are we making a fuss about their legalization case? We are defending everything which is expensive and they don't appear to be able to afford it

I understand that it's the policy of the tenant assn. that we have to represent TA members if their litigation is not frivolous. However, my partner asked me not to take Hubbard and Lockhart again - in other words, he did not want us to do this new case - because we have to nag and nag them to pay. I am sure you are also sick of my telling you that they don't pay and having to intervene.

If the TA wants to maintain the policy that we have to take people's individual cases, the TA either has to get people like Hubbard and Lockhart to pay their bills when they get the bill and not weeks or months after that, or the TA needs to pay the bill and Hubbard and Lockhart can owe the TA instead of us.

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Date: May 10, 2021 05:02 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Hubbard and Lockhart

I understand and will make it a point to meet with Phil and Theo and let them know. I will bring it up with the Tenant Association as well.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Monday, May 10, 2021 12:01 PM, Margaret Sandercock wrote:

They have received the court papers for a Supreme Court action in ejectment and I prepared an answer for them. This has not been billed yet. They already are behind \$900 from work done in March. We asked for a new retainer for the new case, \$1000. It has not been paid. They also have a hearing about access later this month which will generate more bills.

It is not clear to me whether these cases are being handled in the best way possible. If it is true that Lockhart does not live in the building (that he is not there enough), they will get evicted and why are we making a fuss about their legalization case? We are defending everything which is expensive and they don't appear to be able to afford it

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Date: May 10, 2021 05:05 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: HP Court

Was there any word from Skaller regarding the scope of work? The pretrial conference is tomorrow, right? I need to look at email but I seem to remember May 11th as the date.

Sent with ProtonMail Secure Email.

Date: May 10, 2021 05:49 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Hubbard and Lockhart

I am concerned because we spent a year before the pandemic defending a tenant who had not paid rent in a non compliant building. During the pandemic it came out that she had done air bnb hundreds of times which is not defensible - in other words, it probably cost her \$10,000 in the prior year on the non payment case and she never mentioned to us anything about air bnb and we had to settle her entire situation for a very small sum of money and she had to

move out. I don't want something similar to happen to Phil and Theo.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, May 10, 2021 at 1:02 PM

To: Margaret Sandercock

Subject: Re: Hubbard and Lockhart

I understand and will make it a point to meet with Phil and Theo and let them know. I will bring it up with the Tenant Association as well.

Sent with ProtonMail Secure Email.

----- Original Message -----

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We are defending everything which is expensive and they don't appear to be able to afford it

I understand that it's the policy of the tenant assn. that we have to represent TA members if their litigation is not frivolous. However, my partner asked me not to take Hubbard and Lockhart again - in other words, he did not want us to do this new case

- because we have to nag and nag them to pay. I am sure you are also sick of my telling you that they don't pay and having to intervene.

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Date: May 10, 2021 05:50 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: HP Court

Yes, we have a court conference tomorrow 9 30 am. I reached out to the landlord attorney first thing this morning to find out what is going on. As you know, if I don't update before the conference, it is difficult for us to make the conference productive because it's difficult to have a private discussion.

He has not been able to reach ALC. He says he'll try again today.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, May 10, 2021 at 1:05 PM

To: Margaret Sandercock

Subject: HP Court

Was there any word from Skaller regarding the scope of work? The pretrial conference is tomorrow, right? I need to look at email but I seem to remember May 11th as the date.

Sent with ProtonMail Secure Email.

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Date: May 10, 2021 05:54 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: FW: Gray

Please note that there is a court conference 9 30 am tomorrow.

From: David Skaller

Date: Monday, May 10, 2021 at 1:49 PM

To: Margaret Sandercock

Subject: Gray

Below are the comments from ALC to your 6b points. My expert was surprised that these items have come up again since he agreed to a scope of work previously with your expert. Our expert seems to believe that 3 of the 6 items that you raised were previously agreed to and part of the scope of work. See below the responses in blue from our client's expert. Lastly, I will point out that the north party wall was extensively discussed before the scope of work was agreed to and the experts agreed to do what was contained on the agreed upon scope of work and not to remove and replace the entire wall.

Your new requests are just a sign of yours and your client's bad faith and reneging on what was previously agreed to. I urge you and your client to abide by the scope of work agreed to and let my client start the remediation work as he has been ready, willing and able to do since early last year. You know as well as I do that the parties and their experts agreed upon a scope of work in writing and that

was given to 3 remediation companies to bid on with each of your client's experts present . Why would this have occurred if the scope was not agreed to. We told Judge Weissberg that we agreed on the scope of work and jointly asked for an adjournment to have the work bid out.

1. North Wall - Party Wall

Olmstead Report: 6. Living Room, Sample 9

"A tape lift sample from inside the open wall cavity was analyzed by Ed Olmsted and tested positive for growth of mold. All of the sheetrock and insulation should be removed from this wall and the remaining sheetrock in the wall cavity should be cleaned and encapsulated."

Sample 9:

97G-9

Location: hallway outside the studio base of the wall

Result: Spores, hyphae and conidiophores of *Ulocladium* indicating mold growth

During our site visit, there was no indication of amplified microbial growth. At this time we are at an extended period from the event. The water has been removed for over a year and a half.

Any mold growth that can occur has already occurred. The building materials are dry and free of visible microbial growth. There is no reason to remove the north wall in the living room.

2. Acoustically Treated Ceiling

Olmstead Report: 6. Living Room, Sample 13

"A wipe sample was collected from above the sheetrock around the columns to test the area above the sheetrock ceiling. The wood deck and insulation area above and were impacted by the flood. The wipe sample, number 97G-13, had massive levels of spores at over 5 million CFU per square inch. The sample was had *Aspergillus sydowii*, *Aspergillus versicolor*, *Penicillium*, and *Trichoderma longibrachiatum*. This is indicative of mold growth above the ceiling."

Sample 13:

200618-06-052

97G-13

Location: Above sheetrock ceiling leak area

Results: Fungi overloaded *Aspergillus sydowii* *Aspergillus versicolor* *Penicillium* spp. *Trichoderma longibrachiatum* yeasts

Total >5,000,000

The type and number of spores is irrelevant. This is not a controlled incubator, so the specific spore type will change frequently and do not add to the information needed for decision making.

If a visible colony was sampled, a colony as small as a dime could yield billions of spores and still not require more than being wiped off with a damp rag and household cleaners.

3. East Wall - Living Room Wall adjacent to Studio Area 1

Olmstead Report: 6. Living Room, Sample 15

"Another wipe was collected from the top of the wall between the living room and adjacent studio. There was water damage but no visible mold. The sample had 740,000 CFU/in² dominated by *Penicillium*.

This is indicative of mold growth. These results indicate there is mold growth in the wall and ceiling cavities and at the upper parts of the walls and not just the base of the walls. The walls should be demolished in the living room and studios."

Sample 15:

200618-06-054

97G-15

Location: Top of wall at the ceiling by beam

Results: Aspergillus calidoustus, Aspergillus versicolor, Cephalophora tropica, Chaetomium globosum, Mucor racemosus, Paecilomyces variotii, Penicillium spp., Phoma sp., Rhodotorula mucilaginosa

Total 740,000

I believe the walls of studio 1 were determined to be removed entirely.

Kitchen Area

4. Kitchen Floor System

Olmstead Report: 3. Kitchen, Sample 14

"The kitchen wood floor is a layer of plywood subfloor with engineered wood finish floor. This area was reported by Christian Gray to have been under water and had warped. A swab was collected under the finish floor from the bottom side of the finish floor and the top side of the plywood. The sample had 190,000 colony forming units per square inch (CFU/in2) and was dominated by Penicillium and Trichoderma. Toxin producing species include Trichoderma harzianum and Trichoderma longibrachiatum. These results

[Body truncated at extraction limit]

Date: May 11, 2021 01:57 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Landlord lawyer email

I had hoped to hear from you, but now I'm off duty for the night. I can't answer the landlord's accusations without your help.

Sent from my iPhone

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Date: May 11, 2021 12:32 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: Gray

I worked late last night and just got to this at 6:30 am this morning. Here it is. Skaller/ALC should have sent this long before the day before the pre-tiral conference. Please call me after you have reviewed. Thanks.

Let's start with the items that they agree with and get confirmation on the scope of work.

The three that they agree with:

Please confirm the following in the scope of work.

3. East Wall - Living Room Wall adjacent to Studio Area 1

- All insulation and drywall will be removed down to the studs, and the studs will be cleaned and treated.

I believe the walls of studio 1 were determined to be removed entirely.

There is a writing on this wall noting that only the bottom 4' of the drywall should be removed. This wall should be removed entirely as restated by ALC. Please confirm that all of the Living Room Wall adjacent to Studio Area 1 will be removed entirely.

5. Hallway Walls

The Hallway was already included in the remediation plan.

Total Restoration Mold Mitigation Scope of Work:

6. In room 2 remove the lower 4 ft. of the wall shared with the common hallway.

Please confirm that all walls constituting the common hallway are to be removed entirely.

This includes:

1. The shared wall with room 2.

2. The wall shared with the bathroom.

6. Properly Clean both HVAC Systems: Unit 1., Heater (located in the Living Room Area) and Unit 2., MovinCool AC/Air Handler (located in the Foyer Area), and Remove all Flex Ducting, and replace filters. The Cleaning of the Units 1 and 2 should be done at the end of Remediation.

HVAC Remediation (Living Room Area and Foyer Area)

The HVAC should be cleaned at the end of remediation including changing filters.

Total Restoration Mold Mitigation Scope of Work:

10. At completion of the work clean and service the air handling unit.

Please confirm the at the completion of the work both air handling units will be cleaned and serviced. The flex ducting connecting the MovinCool AC/Air Handler will be removed.

The three that they don't agree with:

1. North Wall - Party Wall

During our site visit, there was no indication of amplified microbial growth. At this time we are at an extended period from the event. The water has been removed for over a year and a half. Any mold growth that can occur has already occurred. The building materials are dry and free of visible microbial growth. There is no reason to remove the north wall in the living room.

Total Restoration Mold Mitigation Scope of Work:

8. Cut 2x2 ft. probes along the length of the wall into the living room wall shared with the neighbor into the wall cavity. Inspect for mold growth.

I was told by Ed that ALC was going to cut probes into the wall to take samples that were going to be tested for mold growth, not just a visual inspection. These samples were supposed to have been taken when ALC did the on-site inspection with Ed. ALC originally said that they needed to test samples in order to confirm Ed's determination of scope of work: All of the sheetrock and insulation should be removed from this wall and the remaining sheetrock in the wall cavity should be cleaned and encapsulated. Ed should confirm what "encapsulated" means and this should be agreed to in the scope of work. I understand that this should include a vapor barrier as well as sheetrock.

2. Acoustically Treated Ceiling

The type and number of spores is irrelevant. This is not a controlled incubator, so the specific spore type will change frequently and do not add to the information needed for decision making. If a visible colony was sampled, a colony as small as a dime could yield billions of spores and still not require more than being wiped off with a damp rag and household cleaners.

Total Restoration Mold Mitigation Scope of Work:

9. In the living room cut probes into ceiling to the wood deck and inspect for mold.

I was told by Ed that ALC was going to cut probes into the ceiling to take samples that were going to be tested for mold growth, not just a visual inspection. These samples were supposed to have been taken when ALC did the on-site inspection with Ed. ALC originally said that they needed to test samples in order to confirm Ed's determination that the Acoustically Treated Ceiling should be removed. If we are unable to get the ceiling removed, then it should be encapsulated, including a vapor barrier.

4. Kitchen Floor System

This floor was inspected by both and determined to not require removal. If the wood is warped, that is an aesthetic issue and should be determined by other professionals.

Ed's report confirmed mold growth and cited that the floor should be removed. The problem extends beyond the warping of the floor boards. The kitchen floor was completely submerged in water for days. It is damaged and has mold infestation. It needs to be removed. Ed agreed with this even after ALC and Total Restoration released their reports. The Kitchen Floor needs to be removed.

I wrote the responses in red, below the blue comment

[Body truncated at extraction limit]

Date: May 11, 2021 01:07 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Gray

I would like to postpone the conference. I would prefer to speak with Ed also. I do not really have time to speak with you now either. At least, not at length.

Sent from my iPhone

On May 11, 2021, at 8:32 AM, Christian Gray wrote:

I worked late last night and just got to this at 6:30 am this morning. Here it is. Skaller/ALC should have sent this long before the day before the pre-trial conference. Please call me after you have reviewed. Thanks.

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The three that they agree with:

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5. Hallway Walls

The Hallway was already included in the remediation plan.

Total Restoration Mold Mitigation Scope of Work:

6. In room 2 remove the lower 4 ft. of the wall shared with the common hallway.

Please confirm that all walls constituting the common hallway are to be removed entirely.

This includes:

1. The shared wall with room 2.

2. The wall shared with the bathroom.

6. Properly Clean both HVAC Systems: Unit 1., Heater (located in the Living Room Area) and Unit 2., MovinCool AC/Air Handler (located in the Foyer Area), and Remove all Flex Ducting, and replace filters. The Cleaning of the Units 1 and 2 should be done at the end of Remediation.

HVAC Remediation (Living Room Area and Foyer Area)

The HVAC should be cleaned at the end of remediation including changing filters.

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Ed's report confirmed mold growth and cited that the floor should be removed. The problem extends beyond the warping of the floor boards. The kitchen floor was comple
[Body truncated at extraction limit]

Date: May 11, 2021 01:09 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Gray

Ok. That's fine with me. I think it would be good for Ed, you, and I to have a meeting so we can all get on the same page.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Tuesday, May 11, 2021 9:07 AM, Margaret Sandercock wrote:

I would like to postpone the conference. I would prefer to speak with Ed also. I do not really have time to speak with you now either. At least, not at length.

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did the on-site inspection with Ed. ALC originally said that they needed to test samples in order to confirm Ed's determination that the Acoustically Treated Ceiling should be removed. If we are unable to get the ceiling removed, then it should be encapsulated, including a vapor barrier.

4. Kitchen Floor System

This floor was inspected by both and determined to not require

[Body truncated at extraction limit]

Date: May 11, 2021 01:12 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

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I was told by Ed that ALC was going to cut probes into the wall to take samples that were going to be tested for mold growth, not just a visual inspection. These samples were supposed to have been taken when ALC did the on-site inspection with Ed. ALC originally said that they needed to test samples in order to confirm Ed's determination of scope of work: All of the sheetrock

[Body truncated at extraction limit]

Date: May 11, 2021 02:03 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Meeting about scope of work

Ed, I forwarded to you yesterday the landlord's response to our scope of work request. Please let me know if you don't have it.

We would like to convene a Zoom meeting to discuss. The best times for me would be next week Tues. or Weds. afternoon up to 6 pm, or Thurs. morning. If you want to do it sooner I could do tomorrow afternoon.

In worst case, I can host Zoom, but if someone else has an account I would prefer for you to host (we have the proper Zoom account and I know how to use it as a participant but I do not know how to host so someone else from my office also needs to be involved.).

Please let me know what is best for both of you.

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Date: May 11, 2021 02:34 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Hubbard and Lockhart

My partner asked Hubbard to pay his bill yesterday. We have had no response. They have a trial on May 21. I think the reason he didn't even make a token payment is that I had to insist he pays Neratoff who he has owed since Jan. and he did pay Neratoff.

My partner expects that if we ask someone to pay, we at least get some response. I know you intend to deal with this but it's pretty urgent.

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Date: May 11, 2021 12:11 PM

From: "Edward Olmsted" <olmsted.mac@mac.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Meeting about scope of work

Let me get later today

Sent from olmsted's iPhone

On May 11, 2021, at 10:03 AM, Margaret Sandercock wrote:

Ed, I forwarded to you yesterday the landlord's response to our scope of work request. Please let me know if you don't have it.

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Date: May 12, 2021 12:24 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Fwd: Meeting about scope of work

Which of these times are possible for you? Please tell me all that are possible. Tues. next week at 430 or 5 would probably be best for me.

Are you able to host Zoom? If not I have to make sure someone from my office is available.

Sent from my iPhone

Begin forwarded message:

From: Edward Olmsted

Date: May 11, 2021 at 11:53:57 PM EDT

To: Margaret Sandercock

Subject: Re: Meeting about scope of work

I reviewed comments and am available to discuss on a zoom call

I am available the followin times and days

Friday afternoo this week between 2:30 and 5

Thursday (May 19) next week 2:30 to 5

Tuesday next week 4:30 and after

Monday May 17

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

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Let
me get later today

Sent from olmsted's iPhone

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Date: May 12, 2021 09:58 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Fwd: Meeting about scope of work

Tuesday, next week at 4:30-5 works for me. I can host the meeting. I will send out the invite and link once I receive confirmation on the time.

Thank you.

Sent from ProtonMail for iOS

On Wed, May 12, 2021 at 08:24, Margaret Sandercock wrote:

Which of these times are possible for you? Please tell me all that are possible. Tues. next week at 430 or 5 would probably be best for me.

Are you able to host Zoom? If not I have to make sure someone from my office is available.

Sent from my iPhone

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Date: May 11, 2021 at 11:53:57 PM EDT

To: Margaret Sandercock

Subject: Re: Meeting about scope of work

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Monday May 17

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

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Let
me get later today

Sent from olmsted's iPhone

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Date: May 12, 2021 10:24 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Meeting about scope of work

Please send the invite, I am available 4 30 to 6. I will notify Ed.

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, May 12, 2021 at 5:58 PM

To: Margaret Sandercock

Subject: Re: Fwd: Meeting about scope of work

Tuesday, next week at 4:30-5 works for me. I can host the meeting. I will send out the invite and link once I receive confirmation on the time.

Thank you.

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To: Margaret Sandercock

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Monday May 17

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olmsted.mac@mac.com

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Let me get later today

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Date: May 12, 2021 10:26 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Meeting about scope of work

430 next Tues. Chris is going to host. He will send you an invitation.

From: Edward Olmsted

Date: Tuesday, May 11, 2021 at 11:53 PM

To: Margaret Sandercock

Subject: Re: Meeting about scope of work

I reviewed comments and am available to discuss on a zoom call

I am available the followin times and days

Friday afternoo this week between 2:30 and 5

Thursday (May 19) next week 2:30 to 5

Tuesday next week 4:30 and after

Monday May 17

Edward Olmsted

olmsted.mac@mac.com

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phone 845 424 4077

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fax 845 424 3482

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Let me get later today

Sent from olmsted's iPhone

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Date: May 18, 2021 07:39 AM

From: "Edward Olmsted" <olmsted.mac@mac.com>
To: "Margaret B. Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>
Subject: I havent seen an invite for call at 4:30 - do we have a call-in number

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

Date: May 18, 2021 11:40 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Edward Olmsted" <olmsted.mac@mac.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: I havent seen an invite for call at 4:30 - do we have a call-in number

It's a zoom conference. Chris is hosting. I don't have the invitation either.

Sent from my iPhone

On May 18, 2021, at 7:39 AM, Edward Olmsted wrote:

Edward Olmsted

olmsted.mac@mac.com

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Date: May 18, 2021 05:49 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Cc: "Elizabeth Sandercock" <es@goodfarblaw.com>
Subject: Testimony for Phil Hubbard

This is a reminder that his access case is scheduled for Friday at 9 30 am and that as per previously, we need your testimony.

The landlord goes first on its case. I don't know how long that will take, but you don't need to be on alert till 10 am because we could not possibly reach you before that time. We will try to let you know if it will be much later.

I would like to ask you to offer into evidence the minutes Heather took of the last narrative conference, which I got from Kate.

Elizabeth, please send Chris the minutes. Chris, in order to get them into evidence you will need to say they are part of TA records and that you were at the meeting and the minutes are a true and accurate summary of what transpired, and that they were retained by another TA member, Kate, who gave them to you and me recently.

I would also like to ask you about the offered buyouts.

Apart from the minutes and the buyout info, I gave you my Q and A for your testimony March 8, 2020 at 11 50 am by email. Please let me know if you need it sent again.

Please confirm you got this message.

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Date: May 18, 2021 07:34 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: I havent seen an invite for call at 4:30 - do we have a call-in number

Greetings,

Here's the link for the 4:30 Zoom meeting:

Christian Gray is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us04web.zoom.us/j/71538266502?pwd=MTJJsL2FlVnQ4cGZ4a21lZEJ5WGtuZz09>

Meeting ID: 715 3826 6502

Passcode: BCcke0

Sent with ProtonMail Secure Email.

----- Original Message -----

On Tuesday, May 18, 2021 7:40 AM, Margaret Sandercock wrote:

It's a zoom conference. Chris is hosting. I don't have the invitation either.

Sent from my iPhone

On May 18, 2021, at 7:39 AM, Edward Olmsted wrote:

Edward Olmsted

olmsted.mac@mac.com

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Date: May 18, 2021 07:42 PM

From: "Elizabeth Sandercock" <es@goodfarblaw.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Testimony for Phil Hubbard

The minutes from the narrative statement conference are attached.

From: Margaret Sandercock

Sent: Tuesday, May 18, 2021 1:49 PM

To: Christian Gray

Cc: Elizabeth Sandercock

Subject: Testimony for Phil Hubbard

This is a reminder that his access case is scheduled for Friday at 9 30 am and that as per previously, we need your testimony.

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Date: May 18, 2021 07:49 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>, "Margaret Sandercock"

<mbs@goodfarblaw.com>

Subject: Fw: Re: FW: Gray

Please review the following email that was sent regarding the scope of work before we get on the call so that we can work from the outline contained in it. Thank you.

----- Read Below

Let's start with the items that they agree with and get confirmation on the scope of work.

The three that they agree with:

Please confirm the following in the scope of work.

3. East Wall - Living Room Wall adjacent to Studio Area 1

- All insulation and drywall will be removed down to the studs, and the studs will be cleaned and treated.

I believe the walls of studio 1 were determined to be removed entirely.

There is a writing on this wall noting that only the bottom 4' of the drywall should be removed. This wall should be removed entirely as restated by ALC. Please confirm that all of the Living Room Wall adjacent to Studio Area 1 will be removed entirely.

5. Hallway Walls

The Hallway was already included in the remediation plan.

Total Restoration Mold Mitigation Scope of Work:

6. In room 2 remove the lower 4 ft. of the wall shared with the common hallway.

Please confirm that all walls constituting the common hallway are to be removed entirely.

This includes:

1. The shared wall with room 2.

2. The wall shared with the bathroom.

6. Properly Clean both HVAC Systems: Unit 1., Heater (located in the Living Room Area) and Unit 2., MovinCool AC/Air Handler (located in the Foyer Area), and Remove all Flex Ducting, and replace filters. The Cleaning of the Units 1 and 2 should be done at the end of Remediation.

HVAC Remediation (Living Room Area and Foyer Area)

The HVAC should be cleaned at the end of remediation including changing filters.

Total Restoration Mold Mitigation Scope of Work:

10. At completion of the work clean and service the air handling unit.

Please confirm the at the completion of the work both air handling units will be cleaned and serviced. The flex ducting connecting the MovinCool AC/Air Handler will be removed.

The three that they don't agree with:

1. North Wall - Party Wall

During our site visit, there was no indication of amplified microbial growth. At this time we are at an

extended period from the event. The water has been removed for over a year and a half. Any mold growth that can occur has already occurred. The building materials are dry and free of visible microbial growth. There is no reason to remove the north wall in the living room.

Total Restoration Mold Mitigation Scope of Work:

8. Cut 2x2 ft. probes along the length of the wall into the living room wall shared with the neighbor into the wall cavity. Inspect for mold growth.

I was told by Ed that ALC was going to cut probes into the wall to take samples that were going to be tested for mold growth, not just a visual inspection. These samples were supposed to have been taken when ALC did the on-site inspection with Ed. ALC originally said that they needed to test samples in order to confirm Ed's determination of scope of work: All of the sheetrock and insulation should be removed from this wall and the remaining sheetrock in the wall cavity should be cleaned and encapsulated. Ed should confirm what "encapsulated" means and this should be agreed to in the scope of work. I understand that this should include a vapor barrier as well as sheetrock.

2. Acoustically Treated Ceiling

The type and number of spores is irrelevant. This is not a controlled incubator, so the specific spore type will change frequently and do not add to the information needed for decision making. If a visible colony was sampled, a colony as small as a dime could yield billions of spores and still not require more than being wiped off with a damp rag and household cleaners.

Total Restoration Mold Mitigation Scope of Work:

9. In the living room cut probes into ceiling to the wood deck and inspect for mold.

I was told by Ed that ALC was going to cut probes into the ceiling to take samples that were going to be tested for mold growth, not just a visual inspection. These samples were supposed to have been taken when ALC did the on-site inspection with Ed. ALC originally said that they needed to test samples in order to confirm Ed's determination that the Acoustically Treated Ceiling should be removed. If we are unable to get the ceiling removed, then it should be encapsulated, including a vapor barrier.

4. Kitchen Floor System

This floor was inspected by both and determined to not require removal. If the wood is warped, that is an aesthetic issue and should be determined by other professionals.

Ed's report confirmed mold growth and cited that the floor should be removed. The problem extends beyond the warping of the floor boards. The kitchen floor was completely submerged in water for days. It is damaged and has mold infestation. It needs to be removed. Ed agreed with this even after ALC and Total Restoration released their reports. The Kitchen Floor needs to be removed.

I wrote the responses in red, below the blue comments (ALC) in the original email

[Body truncated at extraction limit]

Date: May 18, 2021 08:11 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Cc: "alexandr@neratoff.com" <alexandr@neratoff.com>

Subject: FW: Access Application 226 Franklin Street

Landlord wants access for the alleged emergency work. Please review and contact me. Thanks.

From: Joseph Burden

Date: Tuesday, May 18, 2021 at 4:05 PM

To: Margaret Sandercock

Subject: FW: Re: Access Application 226 Franklin Street

How are you and your family? Hope all is well.

Attached are notices for access beginning on June 14 relating to the wall repair. Are your clients willing to provide access so we can proceed. If not will you accept service of the notices?

From: Adam M. Bernstein

Sent: Tuesday, May 18, 2021 1:29 PM

To: Joseph Burden

Subject: Re: Access Application 226 Franklin Street

Please see the attached two access notices for units G21 and G22 with supporting attachments.

Pursuant to the regs, we have to give them a range of 5 days if the work will require more than 1 day. Here, the work is expected to take 3 days. However, the engineer would like to start on June 14.

Can you send these to Margaret and ask her if she is willing to accept service and willing to allow the work to start on June 14? If she is not willing to accept service, I will have Charleuan mail out for me.

Adam M. Bernstein

Associate

Belkin - Burden - Goldman,
LLP

270 Madison Avenue

New York, NY 10016

Tel: 212-867-4466 (Ext. 434)

Fax: 212-297-1859

E-mail:
abernstein@bbgllp.com

Web: www.bbgllp.com

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IMPORTANT NOTICE: NEVER TRUST WIRING INSTRUCTIONS SENT VIA EMAIL. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without confirming that the wiring instructions are correct.

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Date: May 19, 2021 09:34 PM

From: "Elizabeth Sandercock" <es@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Hubbard and Lockhart, 226 Franklin

I'm attaching a copy of Exhibit H, the minutes from the last Narrative Statement conference. Margaret will be asking you about this at the trial regarding Phil Hubbard and Theodore Lockhart on Friday, May 21. Please print a copy of the exhibit for reference during the trial if needed.

I will also be sending information regarding how to access Friday's virtual trial separately.

Thank you.

—
Elizabeth Sandercock, Esq.

Goodfarb & Sandercock, LLP

110 E. 59th Street, 22nd Floor

New York, NY 10022

Tel: (212) 509-0440

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Date: May 19, 2021 09:51 PM

From: "Elizabeth Sandercock" <es@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Invite for Lockhart/Hubbard Trial

Please see the below access information for Friday's trial for the Lockhart/Hubbard access application.

Thank you.

Join from the meeting link

<https://nyc-oath.webex.com/nyc-oath/j.php?MTID=m3c99bebc0c44bba344a990ae1232a278>

Join by meeting number

Meeting number (access code): 129 252 7707

Meeting password: h5FUV9xpMu9

Tap to join from a mobile device (attendees only)

+1-646-992-2010,,1292527707## United States Toll (New York City)

+1-408-418-9388,,1292527707## United States Toll

Join by phone

+1-646-992-2010 United States Toll (New York City)

+1-408-418-9388 United States Toll

Global
call-in numbers

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Date: May 20, 2021 01:21 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: Re: Hubbard and Lockhart, 226 Franklin

Received. Thank you.

Sent from ProtonMail for iOS

On Wed, May 19, 2021 at 17:34, Elizabeth Sandercock wrote:

I'm attaching a copy of Exhibit H, the minutes from the last Narrative Statement conference. Margaret will be asking you about this at the trial regarding Phil Hubbard and Theodore Lockhart on Friday, May 21. Please print a copy of the exhibit for reference during the trial if needed.

I will also be sending information regarding how to access Friday's virtual trial separately.

Thank you.

Elizabeth Sandercock, Esq.

Goodfarb & Sandercock, LLP

110 E. 59th Street, 22nd Floor

New York, NY 10022

Tel: (212) 509-0440

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Date: May 20, 2021 01:21 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: Re: Invite for Lockhart/Hubbard Trial

Received. Thank you.

Sent from ProtonMail for iOS

On Wed, May 19, 2021 at 17:51, Elizabeth Sandercock wrote:

Please see the below access information for Friday's trial for the Lockhart/Hubbard access application.

Thank you.

Join from the meeting link

<https://nyc-oath.webex.com/nyc-oath/j.php?MTID=m3c99bebc0c44bba344a990ae1232a278>

Join by meeting number

Meeting number (access code): 129 252 7707

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Tap to join from a mobile device (attendees only)

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Date: May 20, 2021 08:30 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>
Cc: "David May" <davidmortimermay@gmail.com>
Subject: FW: Christian Gray, 226 Franklin St. HP

It is not clear that the emergency work will take place as soon as I said. See below.

Ed and Christian, what do you want to do in terms of scheduling the remediation work? What dates work?

From: David Skaller

Date: Thursday, May 20, 2021 at 4:22 PM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St. HP

I spoke with my client and he said he cannot commence the emergency work until he is provided access by not just your 2 clients but also the tenant of apt G32. I understand an access request notice was sent to that tenant yesterday and there has been no response. My client would like to move this process along and spoke with the remediation company who informed him that they are ready to start the remediation work as soon as May 24th or any other day thereafter. Please reach out to Ed and find out when he is available to be at the apartment for each of the days the work is to take place and then we will reach out to ALC to coordinate. if I recall properly, the experts need not be in the apt on the 1st day because that is mostly set up work and not actual remediation. If we hear from the tenant of apt G32 that access will be provided in the interim , we will let you know. Let's see if we can schedule this work ASAP.

Do you want us to prepare a stipulation of settlement?

From: Margaret Sandercock

Sent: Thursday, May 20, 2021 11:55 AM

To: David Skaller

Subject: Re: Christian Gray, 226 Franklin St. HP

This is acceptable BUT we do want our expert present and if the remediation has to wait till he can be present, that must be the case. He is very busy and the sooner you tell me what day(s) you want for remediation, the more likely he will be available on the days you prefer.

From: David Skaller

Date: Thursday, May 20, 2021 at 11:51 AM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St. HP

Margaret

I am pleased to hear that your client has agreed to the scope of work previously agreed to by our experts. We agree to have our expert perform the testing after the remediation work is completed and provide you and your client with the report. Your expert will then have the opportunity to do his own testing within an agreed upon time after receiving the report from our expert. We previously offered to permit both experts to be present while the work is being performed. Please let me know if you want to include this as part of our agreement.

As to the emergency work, my client would prefer to perform the remediation work 1st but if your client is insistent on the emergency work being performed in his apartment 1st, then we will agree as long as it is agreed that the remediation work follows emergency work involved in his apartment

which should take 3 days. The remediation work will not wait until the emergency work is completed in the entire building.

Please let me know if this is acceptable and I can begin to draft a stipulation of settlement.

THIS IS FOR SETTLEMENT PURPOSES ONLY

From: Margaret Sandercock

Sent: Tuesday, May 18, 2021 5:13 PM

To: David Skaller

Subject: Christian Gray, 226 Franklin St. HP

Without prejudice and for settlement purposes only, we have prevailed on Mr. Gray to accept the existing scope of work provided that the owner will conduct its post testing first and give us the results before we have to start our post testing. If the scope of work is not sufficient as Mr. Gray believes, this will protect us from some of the expense of repeated tests because we will perhaps be able to use your test reports to show that the scope of work was not sufficient.

Today I heard from Joe Burden about scheduling "emergency" shoring work needed in Mr. Gray's unit and also the unit of his neighbor, David May, during the week of June 15. Mr. Gray is inclined to consent to that date and I have asked Mr. May to notify me if he can also consent. If they both consent, that work should be done before the mold remediation because it's an emergency. We would then need to find a date after the shoring to start the mold remediation.

If this is agreeable to you, I would love to see if we can speak to the court before Friday afternoon as I have a trial Friday and I am not sure it will be over by 2 30.

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[Body truncated at extraction limit]

Date: May 21, 2021 02:35 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Important!!! Emergency!!!!

Are you available to testify tomorrow in the Hubbard case? We have been trying to reach you since early yesterday about this.

Sent from my iPhone

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Date: May 21, 2021 02:36 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Important!!! Emergency!!!!

Yes. I confirmed with Elizabeth.

Sent from ProtonMail for iOS

On Thu, May 20, 2021 at 22:35, Margaret Sandercock wrote:

Are you available to testify tomorrow in the Hubbard case? We have been trying to reach you since early yesterday about this.

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Date: May 21, 2021 02:47 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Important!!! Emergency!!!!

She did not say so. I am sorry to have alarmed you but when I email clients I usually get a response to me, not someone else.

I had asked you if you feel you can offer into evidence the minutes of the last narrative conference taken by Heather Troy. I didn't get an answer.

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I thought that I confirmed all of this with you already, and then again with Elizabeth.

I will offer into evidence the minutes of the last Narrative Conference.

Elizabeth asked me to be available at 10am. Is that correct?

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Date: May 21, 2021 02:58 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Important!!! Emergency!!!!

That is the earliest you will testify. Landlord goes first. I am so sad to say this but it may take all day, though we will try to let you know any updates.

Sent from my iPhone

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Date: May 21, 2021 03:00 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Important!!! Emergency!!!!

Ok. I'll be ready. I'm printing out the minutes now.

You are going to ask me the questions that you sent me too, correct?

Sent from ProtonMail for iOS

On Thu, May 20, 2021 at 22:58, Margaret Sandercock wrote:

That is the earliest you will testify. Landlord goes first. I am so sad to say this but it may take all day, though we will try to let you know any updates.

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Date: May 21, 2021 03:29 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Important!!! Emergency!!!!

There will be more questions about the minutes of the NS conference. I am not a night person and about to go to bed.

Sent from my iPhone

On May 20, 2021, at 11:00 PM, Christian Gray wrote:

Ok. I'll be ready. I'm printing out the minutes now.

You are going to ask me the questions that you sent me too, correct?

Sent from ProtonMail for iOS

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Date: May 21, 2021 03:30 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: confirming questions for Lockhart case

Please confirm:

Lockhart Case

You can be asked whether we prepared for your testimony and even whether I told you to say anything in particular. The answer to the question is that we did prepare and I told you to tell the truth and asked you

the questions I am likely to ask you during the hearing.

Where do you live? Give your Franklin St. address and your own unit number, but say that you are out of possession due to a flood and the resulting damage and have been staying other places recently because of that.

Do you know someone called Theodore Lockhart? How do you know him?

Do you know someone called Phil Hubbard? How do you know him?

Do you know whether there is a tenant assn. at 226 Franklin St.?

What if any is your role with respect to the TA? I am the tenant in charge of that.

Looking back years ago, did you ever attend a narrative statement conference for 226 Franklin St. Yes.

Was there one conference or more than one? More than one.

Do you remember when the last one took place? Yes, it was in 2017. CHRISTIAN, IF YOU CAN LOOK UP THE DATE, IT WOULD BE APPRECIATED.

Did you attend that conference? Yes.

Do you remember whether there was a Loft Board representative at that conference? Yes there was.

Who was it? Michael Bobick

When you left that conference, what was your understanding would happen next in the legalization process? At the end of the conference, we were told there would be another conference.

Was there ever another conference? No.

What happened next? In October 2018 Michael Bobick abruptly ran a 45 day clock. CHRISTIAN, THE EXACT DATE OF RUNNING THE CLOCK WAS 10/25/18.

Do you know what the term PAA means in context of NYC DOB? Yes, it is a post approval amendment.

Does the term PAA have any relationship to the narrative statement conference process for 226 Franklin St.? Yes it does. I attended all the narrative statement conferences for the building and we were repeatedly told by the owner's architect and lawyer that the plans shown to us were just what the landlord was filing "for now," and that if any tenants didn't like their configuration, the landlord would file PAA's later.

CHRISTIAN, IF THEY ASK YOU, THE OWNER'S ARCHITECT IS ANGELO COSTA AND THE LAWYER WHO WAS THERE WAS LISA GALLAUDET.

Do you know whether or not any tenants want to have PAA's filed for their units? Yes, I do know. I want to, Theodore Lockhart and Phil Hubbard want to and 2 other tenant assn. members also want to.

Do you know whether the landlord is still willing to file PAA's? I am not sure but perhaps not.

Did you file anything in response to the 45 day clock? No I did not.

Can you tell us why? Because the landlord had agreed to file PAA's and I didn't think I needed to do anything to respond to the 45 day clock.

Do you remember whether a further narrative conference was scheduled for March 2020? Yes, one was scheduled then but did not take place due to the pandemic.

Has it been rescheduled? No, not yet.

As the tenant in charge of the tenant assn., do you know whether any other units have been requested to provide legalization access? As far as I know, none have been asked for access.

Do you know whether any legalization work has begun in the building? As far as I know, the work has not yet begun.

Do you know whether

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Date: May 21, 2021 03:37 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: confirming questions for Lockhart case

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Sent from my iPhone

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From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: confirming questions for Lockhart case

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Date: May 21, 2021 03:51 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: confirming questions for Lockhart case

Cannot do now. I am sleeping, please understand you need to get back to me before this.

Sent from my iPhone

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[Body truncated at extraction limit]

Date: May 21, 2021 01:16 PM

From: "Elizabeth Sandercock" <es@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Hubbard and Lockhart, 226 Franklin

Attached please find a revised copy of the outline that Margaret prepared for your testimony later today.

Thank you.

Elizabeth Sandercock, Esq.

Goodfarb & Sandercock, LLP

110 E. 59th Street, 22nd Floor

New York, NY 10022

Tel: (212) 509-0440

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From: Christian Gray

Sent: Wednesday, May 19, 2021 9:21 PM

To: Elizabeth Sandercock

Subject: Re: Hubbard and Lockhart, 226 Franklin

Received. Thank you.

Sent from ProtonMail for iOS

On Wed, May 19, 2021 at 17:34, Elizabeth Sandercock wrote:

I'm attaching a copy of Exhibit H, the minutes from the last Narrative Statement conference. Margaret will be asking you about this at the trial regarding Phil Hubbard and Theodore Lockhart on Friday, May 21. Please print a copy of the exhibit for reference during the trial if needed.

I will also be sending information regarding how to access Friday's virtual trial separately.

Thank you.

—
Elizabeth Sandercock, Esq.

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Date: May 21, 2021 09:16 AM

From: "Margaret B. Sandercock" <mbsandercock@optonline.net>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Notes for today's questioning

We are sending you the revised questions and answers. You cannot have this with you when you testify. Please study it before we call you. We will phone you to tell you to join the meeting when it is your turn.

If you are asked how the minutes of the last narrative conference came to be available for use in the case today, the answer is: while you received them at the time, you didn't keep them but Kate, another member of the TA, kept them and gave them to you and your lawyer. You remember having received them at the time of the last conference.

Date: May 21, 2021 01:18 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: Re: Hubbard and Lockhart, 226 Franklin

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Date: May 21, 2021 01:20 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret B. Sandercock" <mbsandercock@optonline.net>
Subject: Re: Notes for today's questioning

I received the questions and will study them now. I'll have the printout of the minutes to read. I'll be ready. Good luck! Inspiration to you!

Sent from ProtonMail for iOS

On Fri, May 21, 2021 at 09:16, Margaret B. Sandercock wrote:

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From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: Re: FW: Christian Gray, 226 Franklin St. HP

Sent with ProtonMail Secure Email.

----- Original Message -----

On Thursday, May 20, 2021 4:30 PM, Margaret Sandercock wrote:

It is not clear that the emergency work will take place as soon as I said. See below.

Ed and Christian, what do you want to do in terms of scheduling the remediation work? What dates work?

From: David Skaller
Date: Thursday, May 20, 2021 at 4:22 PM
To: Margaret Sandercock
Subject: RE: Christian Gray, 226 Franklin St. HP

I spoke with my client and he said he cannot commence the emergency work until he is provided access by not just your 2 clients but also the tenant of apt G32. I understand an access request

notice was sent to that tenant yesterday and there has been no response. My client would like to move this process along and spoke with the remediation company who informed him that they are ready to start the remediation work as soon as May 24th or any other day thereafter. Please reach out to Ed and find out when he is available to be at the apartment for each of the days the work is to take place and then we will reach out to ALC to coordinate. if I recall properly, the experts need not be in the apt on the 1st day because that is mostly set up work and not actual remediation. If we hear from the tenant of apt G32 that access will be provided in the interim , we will let you know. Let's see if we can schedule this work ASAP.

Do you want us to prepare a stipulation of settlement?

From: Margaret Sandercock
Sent: Thursday, May 20, 2021 11:55 AM
To: David Skaller
Subject: Re: Christian Gray, 226 Franklin St. HP

This is acceptable BUT we do want our expert present and if the remediation has to wait till he can be present, that must be the case. He is very busy and the sooner you tell me what day(s) you want for remediation, the more likely he will be available on the days you prefer.

From: David Skaller
Date: Thursday, May 20, 2021 at 11:51 AM
To: Margaret Sandercock
Subject: RE: Christian Gray, 226 Franklin St. HP

Margaret

I am pleased to hear that your client has agreed to the scope of work previously agreed to by our experts. We agree to have our expert perform the testing after the remediation work is completed and provide you and your client with the report. Your expert will then have the opportunity to do his own testing within an agreed upon time after receiving the report from our expert. We previously offered to permit both experts to be present while the work is being performed. Please let me know if you want to include this as part of our agreement.

As to the emergency work, my client would prefer to perform the remediation work 1st but if your client is insistent on the emergency work being performed in his apartment 1st, then we will agree as long as it is agreed that the remediation work follows emergency work involved in his apartment which should take 3 days. The remediation work will not wait until the emergency work is completed in the entire building.

Please let me know if this is acceptable and I can begin to draft a stipulation of settlement.

THIS IS FOR SETTLEMENT PURPOSES ONLY

From: Margaret Sandercock
Sent: Tuesday, May 18, 2021 5:13 PM
To: David Skaller
Subject: Christian Gray, 226 Franklin St. HP

Without prejudice and for settlement purposes only, we have prevailed on Mr. Gray to accept the existing scope of work provided that the owner will conduct its post testing first and give us the results before we have to start our post testing. If the scope of work is not sufficient as Mr. Gray believes, this will protect us from some of the expense of repeated tests because we will perhaps be able to use your test reports to show that the scope of work was not sufficient.

Today I heard from Joe Burden about scheduling "emergency" shoring work needed in Mr. Gray's unit and also the unit of his neighbor, David May, during the week of June 15. Mr. Gray is inclined to consent to that date and I have asked Mr. May to notify me if he can also consent. If they both consent, that work should be done before the mold remediation because it's an emergency. We would then need to find a date after the shoring to start the mold remediation.

If this is agreeable to you, I would love to see if we can speak to the court before Friday afternoon as I have a trial Friday and I am not sure it will be over by 2 30.

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[Body truncated at extraction limit]

Date: May 21, 2021 04:54 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: HP court today

Thank you for your testimony today, it was very helpful.

Because I thought the trial was going to be longer than it was (the landlord projected 26 exhibits but only used about 8), I made arrangements with the landlord lawyer on the HP case to call the court this morning rather than this pm. We have a new control date with the court for June 14 at 9 30 am. I expect a settlement agreement long before that and we may not need to deal with the court June 14. I didn't want you to try to tune in this afternoon.

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Date: May 21, 2021 05:18 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: HP court today

Your welcome. I happy to hear that it was helpful.

As far as the settlement agreement is concerned:

I would still like them to clarify the following as ALC seemed to agree with the parameters of the three points that we found agreement on, that I outlined in the email.

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6. Both HVAC units will be cleaned and serviced and flex duct will be removed.

Contested Items:

For

Items 1 and 2. ALC should test for mold as agreed. If they won't remove the compromised drywall in the wall cavity in the Party Wall, and the compromised drywall between the joists that make up the acoustic ceiling

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Thank you.

As far as start dates, it seems that they agree to start the remediation process after they install the structural supports in my unit required to start the emergency work, which will take three days. That gives us the earliest start date of June 18th, depending upon David and Ed's schedule. It is in my best interest to have to the start date as late as possible to give us time to have a NC with the Loft Board and get the PAA's enforced, etc.. I will be out of town around the 20th through the 1st but I have yet to confirm the dates. Let's get dates from David and Ed and go from there. I need to organize the space before any of the work starts and I will make arrangements to do so once we have a timeline.

Thank you.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Friday, May 21, 2021 12:54 PM, Margaret Sandercock wrote:

Thank you for your testimony today, it was very helpful.

Because I thought the trial was going to be longer than it was (the landlord projected 26 exhibits but only used about 8), I made arrangements with the landlord lawyer on the HP case to call the court this morning rather than this pm. We have a new control date with the court for June 14 at 9 30 am. I expect a settlement agreement long before that and we may not need to deal with the court June 14. I didn't want you to try to tune in this afternoon.

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Date: May 21, 2021 05:19 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Cc: "Edward Olmsted" <olmsted.mac@mac.com>, "David May"
<davidmortimermay@gmail.com>

Subject: Re: FW: Christian Gray, 226 Franklin St. HP

The later the better. It looks like they agree to starting it after they install the structural supports in G21 required for them to start the

As to the emergency work, my client would prefer to perform the remediation work 1st but if your client is insistent on the emergency work being performed in his apartment 1st, then we will agree as long as it is agreed that the remediation work follows emergency work involved in his apartment which should take 3 days. The remediation work will not wait until the emergency work is completed in the entire building.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Thursday, May 20, 2021 4:30 PM, Margaret Sandercock wrote:

It is not clear that the emergency work will take place as soon as I said. See below.

Ed and Christian, what do you want to do in terms of scheduling the remediation work? What dates work?

From: David Skaller
Date: Thursday, May 20, 2021 at 4:22 PM
To: Margaret Sandercock
Subject: RE: Christian Gray, 226 Franklin St. HP

I spoke with my client and he said he cannot commence the emergency work until he is provided access by not just your 2 clients but also the tenant of apt G32. I understand an access request notice was sent to that tenant yesterday and there has been no response. My client would like to move this process along and spoke with the remediation company who informed him that they are ready to start the remediation work as soon as May 24th or any other day thereafter. Please reach out to Ed and find out when he is available to be at the apartment for each of the days the work is to take place and then we will reach out to ALC to coordinate. if I recall properly, the experts need not be in the apt on the 1st day because that is mostly set up work and not actual remediation. If we hear from the tenant of apt G32 that access will be provided in the interim , we will let you know. Let's see if we can schedule this work ASAP.

Do you want us to prepare a stipulation of settlement?

From: Margaret Sandercock
Sent: Thursday, May 20, 2021 11:55 AM
To: David Skaller
Subject: Re: Christian Gray, 226 Franklin St. HP

This is acceptable BUT we do want our expert present and if the remediation has to wait till he can be present, that must be the case. He is very busy and the sooner you tell me what day(s) you want for remediation, the more likely he will be available on the days you prefer.

From: David Skaller
Date: Thursday, May 20, 2021 at 11:51 AM
To: Margaret Sandercock
Subject: RE: Christian Gray, 226 Franklin St. HP

Margaret

I am pleased to hear that your client has agreed to the scope of work previously agreed to by our experts. We agree to have our expert perform the testing after the remediation work is completed and provide you and your client with the report. Your expert will then have the opportunity to do his own testing within

an agreed upon time after receiving the report from our expert. We previously offered to permit both experts to be present while the work is being performed. Please let me know if you want to include this as part of our agreement.

As to the emergency work, my client would prefer to perform the remediation work 1st but if your client is insistent on the emergency work being performed in his apartment 1st, then we will agree as long as it is agreed that the remediation work follows emergency work involved in his apartment which should take 3 days. The remediation work will not wait until the emergency work is completed in the entire building.

Please let me know if this is acceptable and I can begin to draft a stipulation of settlement.

THIS IS FOR SETTLEMENT PURPOSES ONLY

From: Margaret Sandercock
Sent: Tuesday, May 18, 2021 5:13 PM
To: David Skaller
Subject: Christian Gray, 226 Franklin St. HP

Without prejudice and for settlement purposes only, we have prevailed on Mr. Gray to accept the existing scope of work provided that the owner will conduct its post testing first and give us the results before we have to start our post testing. If the scope of work is not sufficient as Mr. Gray believes, this will protect us from some of the expense of repeated tests because we will perhaps be able to use your test reports to show that the scope of work was not sufficient.

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If this is agreeable to you, I would love to see if we can speak to t
[Body truncated at extraction limit]

Date: May 21, 2021 05:29 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: HP court today

The scope of work is going to be the scope already prepared. It is not intended to clarify it.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, May 21, 2021 at 1:18 PM

To: Margaret Sandercock

Subject: Re: HP court today

Your welcome. I happy to hear that it was helpful.

As far as the settlement agreement is concerned:

I would still like them to clarify the following as ALC seemed to agree with the parameters of the three points that we found agreement on, that I outlined in the email.

Here is the "laundry list" that you asked for, that I had already put at the end of the last email thread regarding this.

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Contested Items:

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Thank you.

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: HP court today

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Would you let those issues stand if it were your house, where you sleep and prepare food and have your friends and family visit?

It seems we will have to rely on more tests, after the first phase is complete, and go from there. Hopefully the next tests will be enforced.

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Date: May 21, 2021 06:03 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: HP court today

We agreed we were going with the existing scope of work; we never discussed any changes. At some point in time, I don't want to keep asking for things they won't do. It's a waste of time (mine) and money (yours.)

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, May 21, 2021 at 1:45 PM

To: Margaret Sandercock

Subject: Re: HP court today

These were small asks and could have been easily negotiated, in my opinion. The fact that they got negotiated out after they were already agreed upon, given up as collateral for "chips" in negotiations on projects that have nothing to do with mine is disappointing, but educational to say the least.

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Date: Jun 01, 2021 01:02 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: HP case settlement

Ms. Sandercock has been away but is available to discuss the attached proposed Stipulation with you tomorrow afternoon.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Jun 01, 2021 01:04 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: American Package Co.

Please see the attached correspondence regarding insurance coverage.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Jun 02, 2021 08:11 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: FW: Gray HP

Here is the proposed settlement agreement with my comments. Please let me know what you think. I would like to get back to the landlord lawyer Friday if possible, but any way, Monday at the latest.

From: Elizabeth Sandercock

Date: Wednesday, June 2, 2021 at 4:08 PM

To: Margaret Sandercock

Subject: Gray HP

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Date: Jun 04, 2021 06:20 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: Emergency work

They want to do it June 15 and 16 and want access to your units those days. Please let me know if I can agree

to this. Thank you.

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Date: Jun 04, 2021 06:22 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Proposed agreement settling HP case

When can we review this so I can respond to the landlord. Note that I got it mid last week when on vacation, so they are waiting a while to hear from us.

I am available the rest of today except at 4 30 when I have a scheduled call. I am also available Monday but only up to 4 30 pm.

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Date: Jun 04, 2021 07:38 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Proposed agreement settling HP case

The time you propose is fine with me. Christian, can you be available then?

From: Edward Olmsted

Date: Friday, June 4, 2021 at 2:38 PM

To: Margaret Sandercock

Subject: Re: Proposed agreement settling HP case

Monday at 9

I have a trial by zoom Monday so can spare 30 minutes

Sent from olmsted's iPhone

On Jun 4, 2021, at 2:22 PM, Margaret Sandercock wrote:

When can we review this so I can respond to the landlord. Note that I got it mid last week when on vacation, so they are waiting a while to hear from us.

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Date: Jun 04, 2021 08:14 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Proposed agreement settling HP case

Yes. See you on Monday at 9am. I will send the Zoom link today.

Thank you.

Sent from ProtonMail for iOS

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Date: Jun 04, 2021 08:16 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: Proposed agreement settling HP case

I am just going to call in.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, June 4, 2021 at 4:15 PM

To: Margaret Sandercock

Subject: Re: Proposed agreement settling HP case

Yes. See you on Monday at 9am. I will send the Zoom link today.

Thank you.

Sent from ProtonMail for iOS

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Date: Jun 07, 2021 03:03 AM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Cc: "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: Proposed agreement settling HP case

Here's the link.

Christian Gray is inviting you to a scheduled Zoom meeting. 9am Monday, June 7th.

Join Zoom Meeting
<https://us04web.zoom.us/j/75191882131?pwd=Q1djSSszbUFGZFNSdDlhYlZvY0orZz09>

Meeting ID: 751 9188 2131
Passcode: yfBc39

Sent with ProtonMail Secure Email.

----- Original Message -----

On Friday, June 4, 2021 4:16 PM, Margaret Sandercock wrote:

I am just going to call in.

From: Christian Gray
Reply-To: Christian Gray
Date: Friday, June 4, 2021 at 4:15 PM
To: Margaret Sandercock
Subject: Re: Proposed agreement settling HP case

Yes. See you on Monday at 9am. I will send the Zoom link today.

Thank you.

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Subject: Re: Proposed agreement settling HP case

Monday at 9

I have a trial by zoom Monday so can spare 30 minutes

Sent from olmsted's iPhone

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Date: Jun 09, 2021 05:02 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: various

In discussing the HP settlement agreement, the landlord lawyer has suggested that the work could be done while you are away June 18 to July 5 and that Violet could open up in the morning and close up at day's end. As you know, you are not entitled to be in your unit while they are working. I am not suggesting that this work be done while you are away, just letting you know that they offered, and asking whether you want it done then.

I believe the landlord is concerned that he will be blamed for the delay to July.

The other option is, they will start July 20 and Ed would need to be available July 21. I have already told Ed this is possible.

So I need you to confirm: July 20 or when you are away?

Also, per your request Monday I complained about water leakage into your unit. I am wondering why you haven't answered Violet's emails asking to see it ? Not answering does not make you look good.

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Date: Jun 10, 2021 08:12 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: various

I opt for July 20th. I need time to pack up the remaining items that are in the cupboards etc. and find a place to store them. I need the time before I leave town on the 18th to take care of that.

The water leakage that took place over the weekend of May 30th, of which I sent you the video of, took place in G31 which is the unit that is over the south west side of my unit. The water leakage into my apartment was not extensive. I will go inspect the unit again today and let you know if I notice anything more than what I did when it happened.

Maybe I wasn't clear when I was describing the reoccurring problem of water leaking into my apartment from G31. I told you and Ed that there was a reoccurring problem of the water pooling on the roof and breaching the exhaust vent for the hot air blower in G31 and flooding into my unit through the ceiling, and that it had been happening for many years. One of these occurrences happened on December 9th of 2019, and damaged many of the items that I had brought into the designated Living Area of my unit while cleaning up the flood damage that occurred on October 13th, 2019. I have video documenting the damage if you would like it. The leaks that happened on May 30th came in from the gas blower vent, through the gas blower, but also from two new spots towards the west side (Franklin St.) from leaks in the roof, probably from the roof losing integrity due to the structural problems with the exterior and load-bearing wall facing Franklin Street. The majority of the water, at least when I was invited into G31 to document it, was coming from the two new leaks near the Franklin St. wall.

This happened a week ago and the water in my apartment is no longer there. There are pool marks on the ground but I didn't notice any more damage to my personal items that are still in the apartment. I will go over now to confirm. The point is, is that there are reoccurring leaks and have been for years, long before the pipe burst, and now there are new leaks in the roof that are causing damage to G31 and leaking into my unit.

Have you gotten any word from the Loft Board concerning the scheduling of a Narrative Conference regarding the PAA's?

Sent with ProtonMail Secure Email.

----- Original Message -----

On Wednesday, June 9, 2021 1:02 PM, Margaret Sandercock wrote:

In discussing the HP settlement agreement, the landlord lawyer has suggested that the work could be done while you are away June 18 to July 5 and that Violet could open up in the morning and close up at day's end. As you know, you are not entitled to be in your unit while they are working. I am not suggesting that this work be done while you are away, just letting you know that they offered, and asking whether you want it done then.

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Date: Jun 11, 2021 02:06 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: various

I have not heard from the Loft Board. It bothers me that you seem to be assuming the conference will be reopened. I kind of think that if they were going to reopen, they would have done it already. I will remind them again. I reminded them before the access application hearing for Lockhart/Hubbard as the hearing would not have been needed if they reopened.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, June 10, 2021 at 4:12 PM

To: Margaret Sandercock

Subject: Re: various

I opt for July 20th. I need time to pack up the remaining items that are in the cupboards etc. and find a place to store them. I need the time before I leave town on the 18th to take care of that.

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[Body truncated at extraction limit]

Date: Jun 11, 2021 02:15 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Remediation start date

The remediation is supposed to start July 20; Ed has told me he is available July 21 to be at the building. It is pretty definite that this will be the schedule.

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Date: Jun 11, 2021 04:27 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Fwd: Remediation start date

Sent from my iPhone

Begin forwarded message:

From: Edward Olmsted

Date: June 11, 2021 at 12:20:15 PM EDT

To: Margaret Sandercock

Subject: Re: Remediation start date

Does chris want me to project monitor this job

I usually come back when there done

There not gunna finish in one day

Keep in mind I charge \$800 a day to be on site

Sent from olmsted's iPhone

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Date: Jun 11, 2021 05:04 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Remediation start date

I've asked him.

Sent from my iPhone

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Sent from my iPhone

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From: Edward Olmsted

Date: June 11, 2021 at 12:20:15 PM EDT

To: Margaret Sandercock

Subject: Re: Remediation start date

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I usually come back when there done

There not gunna finish in one day

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Sent from olmsted's iPhone

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Date: Jun 14, 2021 12:06 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: update

The remediation will be done by Servpro.

Christian, Ed needs you to confirm that you want him at the building 7/21. The day before is a set up day and neither expert will be present. As of 7/21, the owner's expert will be present. Ed says the work will take more than a day and his usual practice is to go at the end. His daily rate is \$800. On the other hand I understood you want him present so he can advocate for greater scope if there is an opportunity to do so.

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Date: Jun 15, 2021 03:17 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "philhub" <philhub@protonmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Bill payment

Phil, you have a new case about ejectment, we asked for an advance retainer but you did not pay it. Meanwhile, you owe us over \$2000 for your access notice case.

I copied Christian as we need payment on both cases, at least \$2500. Somehow when we contact you, you ignore us but do not ignore Christian.

Please pay your bill. Thank you.

Sent from my iPhone

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Date: Jun 15, 2021 08:02 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: HP update

I am sorry it slipped my mind yesterday to tell you that the judge called both lawyers yesterday to ask for a progress report and he says he will do so again on or about June 30. We are pretty close to having a settlement agreement that can be signed. The landlord lawyer has backed off on our most important objections.

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Date: Jun 16, 2021 01:39 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Hubbard and Lockhart

They promised to pay today but did not. I don't want to be constantly contacting you about their bill but they owe us for their access application and they have a new eviction case and owe us on that as well.

The defense of their eviction case will probably cost \$20,000 or more over 1 to 2 years. We are not willing to handle it based on the present billing lags.

We're only willing to continue with them if they pay what they owe us now, tomorrow and can pay monthly billing in future on the day they get the bill.

We don't think they can afford legal representation.

Sent from my iPhone

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Date: Jun 17, 2021 06:24 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: reminder

We would like you to pay your bill. Thank you.

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Date: Jun 17, 2021 06:31 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Bill payment

I texted him asking what was going on and that he and Theo need to pay you the balance and that they need to work out a monthly installment plan with you or you will no longer represent them. I'll let you know when I hear back from him.

Sent from ProtonMail for iOS

On Mon, Jun 14, 2021 at 23:17, Margaret Sandercock wrote:

Phil, you have a new case about ejectment, we asked for an advance retainer but you did not pay it. Meanwhile, you owe us over \$2000 for your access notice case.

I copied Christian as we need payment on both cases, at least \$2500. Somehow when we contact you, you ignore us but do not ignore Christian.

Please pay your bill. Thank you.

Sent from my iPhone

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Date: Jun 17, 2021 06:35 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Bill payment

They did pay part of it but I have also asked to speak with them because their non primary case will be expensive and I am not sure how they will be able to afford it. It's making Adam crazy because he has to pay our bills and every money they only pay port of their bill and only after we nag them.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, June 17, 2021 at 2:31 PM

To: Margaret Sandercock

Subject: Re: Bill payment

I texted him asking what was going on and that he and Theo need to pay you the balance and that they need to work out a monthly installment plan with you or you will no longer represent them. I'll let you know when I hear back from him.

Sent from ProtonMail for iOS

On Mon, Jun 14, 2021 at 23:17, Margaret Sandercock wrote:

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Sent from my iPhone

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Date: Jun 17, 2021 06:41 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Bill payment

FYI: I just paid my balance. I didn't realize I hadn't paid the last bills.

I'm figuring out my finances in relation to hiring Ed to be on site during the remediation process. I can't afford to have him there everyday but will figure out what I can pay and will be in touch soon.

FYI: I'm leaving town and will be completely offline from June 19th through the 26th. I will have access to internet at some point after the 26th and back in town in early July.

Thanks.

Sent from ProtonMail for iOS

On Thu, Jun 17, 2021 at 14:35, Margaret Sandercock wrote:

They did pay part of it but I have also asked to speak with them because their non primary case will be

expensive and I am not sure how they will be able to afford it. It's making Adam crazy because he has to pay our bills and every money they only pay port of their bill and only after we nag them.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, June 17, 2021 at 2:31 PM

To: Margaret Sandercock

Subject: Re: Bill payment

I texted him asking what was going on and that he and Theo need to pay you the balance and that they need to work out a monthly installment plan with you or you will no longer represent them. I'll let you know when I hear back from him.

Sent from ProtonMail for iOS

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I copied Christian as we need payment on both cases, at least \$2500. Somehow when we contact you, you ignore us but do not ignore Christian.

Please pay your bill. Thank you.

Sent from my iPhone

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Date: Jun 17, 2021 06:41 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

June 17, 2021 - 2:41 PM

\$337.50

full transaction receipt

View the Privacy Policies for
Clover

Date: Jun 17, 2021 08:11 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Edward Olmsted" <olmsted.mac@mac.com>, "Christian Gray"
<christiangray3@protonmail.com>

Subject: FW: Workshare Compare Document Distribution

Please take a look at this settlement agreement for the HP case. I think I got most of the changes that we wanted. If possible, I'd like to hear from both of you today or tomorrow and we need for Christian to sign it before he goes out of town.

From: David Skaller

Date: Thursday, June 17, 2021 at 4:04 PM

To: Margaret Sandercock

Subject: FW: Workshare Compare Document Distribution

Please see the attached clean and redlined revised versions of the stipulation that incorporate all of your agreed upon comments.

Please let me know if this is acceptable.

THIS IS FOR SETTLEMENT PURPOSES ONLY

From: Charleuan McDonald

Sent: Thursday, June 17, 2021 1:53 PM

To: David Skaller

Subject: Workshare Compare Document Distribution

Charleuan McDonald

Legal Secretary

Belkin - Burden - Goldman,
LLP

270 Madison Avenue

New York, NY 10016

Tel: 212-867-4466 (Ext. 336)

Fax: 212-297-1859

E-mail: cmcdonald@bbgllp.com

Web: www.bbgllp.com

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Date: Jun 18, 2021 01:19 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Important reminder

I need both of you to review the proposed agreement settling the HP case today, and Chris, I need you to sign it today.

Sent from my iPad

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Date: Jun 18, 2021 10:58 AM

From: "Edward Olmsted" <olmsted.mac@mac.com>
To: "Margaret B. Sandercock" <mbs@goodfarblaw.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: Workshare Compare Document Distribution

It looks good to me Margaret

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

On Jun 17, 2021, at 4:11 PM, Margaret Sandercock wrote:

Please take a look at this settlement agreement for the HP case. I think I got most of the changes that we wanted. If possible, I'd like to hear from both of you today or tomorrow and we need for Christian to sign it before he goes out of town.

From: David Skaller
Date: Thursday, June 17, 2021 at 4:04 PM
To: Margaret Sandercock

Subject: FW: Workshare Compare Document Distribution

Please see the attached clean and redlined revised versions of the stipulation that incorporate all of your agreed upon comments.

Please let me know if this is acceptable.
THIS IS FOR SETTLEMENT PURPOSES ONLY

From: Charleuan McDonald
Sent: Thursday, June 17, 2021 1:53 PM
To: David Skaller
Subject: Workshare Compare Document Distribution

Charleuan McDonald
Legal Secretary
Belkin - Burden - Goldman, LLP
270 Madison Avenue
New York, NY 10016
Tel: 212-867-4466 (Ext. 336)
Fax: 212-297-1859
E-mail: cmcdonald@bbgllp.com
Web: www.bbgllp.com

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Date: Jun 18, 2021 04:21 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Edward Olmsted" <olmsted.mac@mac.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Workshare Compare Document Distribution

Christian, please respond, and I need you to sign the agreement before you go out of town!!!

From: Edward Olmsted

Date: Friday, June 18, 2021 at 10:58 AM

To: Margaret Sandercock

Cc: Christian Gray

Subject: Re: Workshare Compare Document Distribution

It looks good to me Margaret

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

On Jun 17, 2021, at 4:11 PM, Margaret Sandercock wrote:

Please take a look at this settlement agreement for the HP case. I think I got most of the changes that we wanted. If possible, I'd like to hear from both of you today or tomorrow and we need for Christian to sign it before he goes out of town.

From: David Skaller

Date: Thursday, June 17, 2021 at 4:04 PM

To: Margaret Sandercock

Subject: FW: Workshare Compare Document Distribution

Please see the attached clean and redlined revised versions of the stipulation that incorporate all of your agreed upon comments.

Please let me know if this is acceptable.

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From: Charleuan McDonald

Sent: Thursday, June 17, 2021 1:53 PM

To: David Skaller

Subject: Workshare Compare Document Distribution

Charleuan McDonald

Legal Secretary

Belkin - Burden - Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel: 212-867-4466 (Ext. 336)

Fax: 212-297-1859

E-mail: cmcdonald@bbgllp.com

Web: www.bbgllp.com

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Date: Jun 19, 2021 03:24 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: Workshare Compare Document Distribution

Attached are the signed Word doc and PDF. I'm going to be offline until at least the 27th.

Thank you.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Thursday, June 17, 2021 4:11 PM, Margaret Sandercock wrote:

Please take a look at this settlement agreement for the HP case. I think I got most of the changes that we wanted. If possible, I'd like to hear from both of you today or tomorrow and we need for Christian to sign it before he goes out of town.

From: David Skaller

Date: Thursday, June 17, 2021 at 4:04 PM

To: Margaret Sandercock

Subject: FW: Workshare Compare Document Distribution

Please see the attached clean and redlined revised versions of the stipulation that incorporate all of your agreed upon comments.

Please let me know if this is acceptable.

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From: Charleuan McDonald
Sent: Thursday, June 17, 2021 1:53 PM
To: David Skaller
Subject: Workshare Compare Document Distribution

Charleuan McDonald
Legal Secretary
Belkin - Burden - Goldman, LLP
270 Madison Avenue
New York, NY 10016
Tel: 212-867-4466 (Ext. 336)
Fax: 212-297-1859
E-mail: cmcdonald@bbgllp.com
Web: www.bbgllp.com

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Date: Jun 21, 2021 08:45 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Subject: FW: Administrative determination for 226 Franklin St., Brooklyn, NY

From: "Kevin Schultz (Buildings)"

Date: Monday, June 21, 2021 at 4:26 PM

To: Margaret Sandercock , "Stephan Clarke (Buildings)"

Cc: Joseph Burden

Subject: Re: Administrative determination for 226 Franklin St., Brooklyn, NY

Good afternoon Ms. Sandercock -

My apologies for not responding sooner and thank you for your patience. This matter is under review. We are closely reviewing your inquiry and related records to provide the most accurate and prompt response as soon as operationally possible.

The Loft Board Staff understands parties' strong desire for resolution on matters such as this. I recognize that this email does not suffice in addressing the below question. However, I did not wish for additional time to pass without at least acknowledging receipt of this email.

Respectfully,

Kevin Schultz

Executive Director & General Counsel

Loft Board

kschultz@buildings.nyc.gov

From: Margaret Sandercock

Sent: Friday, June 11, 2021 10:55 AM

To: Kevin Schultz (Buildings) ; Stephan Clarke (Buildings)

Cc: Joseph Burden

Subject: Administrative determination for 226 Franklin St., Brooklyn, NY

Dear Mr. Schultz and Mr. Clarke:

Our clients have asked us to inquire into the status of the above. Thank you for your consideration.

Margaret B. Sandercock, Esq.

Goodfarb & Sandercock, LLP

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Date: Jul 02, 2021 07:24 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

July 02, 2021 - 3:23 PM

\$904.75

full transaction receipt

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Date: Jul 06, 2021 07:49 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May"
<davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>,
"Erez Horovitz" <ehorovitz@gmail.com>, "Theodore Lockhart"

<Tclockhart67@gmail.com>, "Phil Hubbard" <philhub@protonmail.com>, "Brooke
Gillespie" <theholyyexperiment@gmail.com>, "Sebastian Rogowski"

<pancheve@gmail.com>, "Kyra Rogowski" <rainbowhomeimprovement@gmail.com>,
"Matthew Canale" <Matthew.canale@gmail.com>, "Laura Krassner"

<ljkrassner1@gmail.com>, "Daniel Kocielinski" <daniel.koc@gmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: Question from Ms. Sandercock

Ms. Sandercock would like to know if any of you know a person named Nadine Nussbaum, who at one time lived in Unit F102 at your building and may also have lived in a unit at 94 Freeman. She did AirBnb in a couple of units. Ms. Sandercock is interested in the period from September 2012 to April 2014. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Jul 06, 2021 07:54 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Jenifer Orefice" <jo@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "Erez Horovitz" <ehorovitz@gmail.com>, "Theodore Lockhart" <Tclockhart67@gmail.com>, "Phil Hubbard" <philhub@protonmail.com>, "Brooke Gillespie" <theholyyexperiment@gmail.com>, "Sebastian Rogowski" <pancheve@gmail.com>, "Kyra Rogowski" <rainbowhomeimprovement@gmail.com>, "Matthew Canale" <Matthew.canale@gmail.com>, "Laura Krassner" <ljkrassner1@gmail.com>, "Daniel Kocielinski" <daniel.koc@gmail.com>

Subject: Re: Question from Ms. Sandercock

Sorry, there is a typo. The person's name is Nadine Nussenbaum, not Nussbaum.

From: Jenifer Orefice

Date: Tuesday, July 6, 2021 at 3:49 PM

To: Christian Gray , David May , Kathryn Downie , Erez Horovitz , Theodore Lockhart , Phil Hubbard , Brooke Gillespie , Sebastian Rogowski , Kyra Rogowski , Matthew Canale , Laura Krassner , Daniel Kocielinski

Cc: Margaret Sandercock

Subject: Question from Ms. Sandercock

Ms. Sandercock would like to know if any of you know a person named Nadine Nussbaum, who at one time lived in Unit F102 at your building and may also have lived in a unit at 94 Freeman. She did AirBnb in a couple of units. Ms. Sandercock is interested in the period from September 2012 to April 2014. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Jul 15, 2021 08:58 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: Gray

Please review and be in touch with me. Thank you.

From: David Skaller

Date: Thursday, July 15, 2021 at 4:57 PM

To: Margaret Sandercock , Elizabeth Sandercock

Subject: Gray

I am just confirming that access will be given by your client to the remediation company this Tuesday July 20th @ 8 AM to start the prep work. The remediation work will commence the following day and your client will provide

access at that time and thereafter until the work is completed. This is to confirm that your client and mine will not be present during the work. Ed Ohlmstead and our expert will be permitted to be present starting on July 21st. If there is anything that is not accurate, please advise immediately.

David M. Skaller

Partner

Belkin Burden Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel:

212-867-4466 (Ext. 316)

Fax:

212-297-1859

E-mail: dskaller@bbgllp.com

Web:

www.bbgllp.com

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Date: Jul 15, 2021 09:00 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: Gray

Confirmed. Thank you.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Thursday, July 15th, 2021 at 4:58 PM, Margaret Sandercock wrote:

Please review and be in touch with me. Thank you.

From: David Skaller

Date: Thursday, July 15, 2021 at 4:57 PM

To: Margaret Sandercock , Elizabeth Sandercock

Subject: Gray

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Date: Jul 15, 2021 09:01 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Gray

Please note that I am counting on you to make arrangements with Ed.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, July 15, 2021 at 5:00 PM

To: Margaret Sandercock

Subject: Re: FW: Gray

Confirmed. Thank you.

Sent with
ProtonMail Secure Email.

----- Original Message -----

On Thursday, July 15th, 2021 at 4:58 PM, Margaret Sandercock wrote:

Please review and be in touch with me. Thank you.

From: David Skaller

Date: Thursday, July 15, 2021 at 4:57 PM

To: Margaret Sandercock , Elizabeth Sandercock

Subject: Gray

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Date: Jul 15, 2021 09:10 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Gray

Yes, I will make arrangements with Ed.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Thursday, July 15th, 2021 at 5:01 PM, Margaret Sandercock wrote:

Please note that I am counting on you to make arrangements with Ed.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, July 15, 2021 at 5:00 PM

To: Margaret Sandercock

Subject: Re: FW: Gray

Confirmed. Thank you.

Sent with
ProtonMail Secure Email.

----- Original Message -----

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Please review and be in touch with me. Thank you.

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Date: Thursday, July 15, 2021 at 4:57 PM

To: Margaret Sandercock , Elizabeth Sandercock

Subject: Gray

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Date: Jul 19, 2021 05:44 PM

From: "Edward Olmsted" <olmsted.mac@mac.com>
To: "Margaret B. Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: I have in my calendar to be on site this wednesday - Is the project proceeding as planned

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

Date: Jul 21, 2021 05:01 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: Gray

I received this message, please let me know if you need me to help with something?

From: David Skaller

Date: Wednesday, July 21, 2021 at 1:00 PM

To: Margaret Sandercock

Subject: Gray

Please direct your client not to speak with any of the remediation workers at any time. Thank you.

David M. Skaller

Partner

Belkin Burden Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel:

212-867-4466 (Ext. 316)

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Date: Jul 21, 2021 05:08 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: Gray

I was in the unit with Ed before they got there and then Ed and I walked through with the guy who was running the crew. I won't interact with them again outside of giving the guy a key to the door so they can let themselves in. I was there at 8am yesterday and today and they got there just after 9:30. I don't have time to wait around for them so I'm giving them a key.

Sent from ProtonMail for iOS

On Wed, Jul 21, 2021 at 13:01, Margaret Sandercock wrote:

I received this message, please let me know if you need me to help with something?

From: David Skaller

Date: Wednesday, July 21, 2021 at 1:00 PM

To: Margaret Sandercock

Subject: Gray

Please direct your client not to speak with any of the remediation workers at any time. Thank you.

David M. Skaller

Partner

Belkin Burden Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel:

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Date: Jul 21, 2021 05:10 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Gray

Got it.

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, July 21, 2021 at 1:08 PM

To: Margaret Sandercock

Subject: Re: FW: Gray

I was in the unit with Ed before they got there and then Ed and I walked through with the guy who was running the crew. I won't interact with them again outside of giving the guy a key to the door so they can let themselves in. I was there at 8am yesterday and today and they got there just after 9:30. I don't have time to wait around for them so I'm giving them a key.

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David Skaller

Date: Wednesday, July 21, 2021 at 1:00 PM

To: Margaret Sandercock

Subject: Gray

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Date: Jul 21, 2021 06:03 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Gray

Who are you planning to give the key to?

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, July 21, 2021 at 1:08 PM

To: Margaret Sandercock

Subject: Re: FW: Gray

I was in the unit with Ed before they got there and then Ed and I walked through with the guy who was running the crew. I won't interact with them again outside of giving the guy a key to the door so they can let themselves in. I was there at 8am yesterday and today and they got there just after 9:30. I don't have time to wait around for them so I'm giving them a key.

Sent from ProtonMail for iOS

On Wed, Jul 21, 2021 at 13:01, Margaret Sandercock wrote:

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From:
David Skaller

Date: Wednesday, July 21, 2021 at 1:00 PM

To: Margaret Sandercock

Subject: Gray

Please direct your client not to speak with any of the remediation workers at any time. Thank you.

David M. Skaller

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Date: Jul 21, 2021 06:08 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Gray

I just gave it to Raheem the guy who's running the Servpro crew.

Sent from ProtonMail for iOS

On Wed, Jul 21, 2021 at 14:03, Margaret Sandercock wrote:

Who are you planning to give the key to?

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, July 21, 2021 at 1:08 PM

To: Margaret Sandercock

Subject: Re: FW: Gray

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On Wed, Jul 21, 2021 at 13:01, Margaret Sandercock wrote:

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From:
David Skaller

Date: Wednesday, July 21, 2021 at 1:00 PM

To: Margaret Sandercock

Subject: Gray

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Date: Aug 02, 2021 07:07 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Mold Remediation

Greetings,

What is the status of the work? I see that you've billed me for following up on it but I haven't heard anything.

The company that is doing the job, Servepro, is not Total Restoration. TR is the company that submitted the scope of work that we signed off on. Isn't this a conflict? ALC issued the scope of work to these companies to bid on but we never saw or signed off on Servepro's scope of work.

Sent with ProtonMail Secure Email.

Date: Aug 02, 2021 07:18 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Mold Remediation

You'd need to tell me the status of the work. I am not at the building. When I said I followed up status on the bill, this was my contact to you before work started to make sure you were expecting them on the stated date and were working out with Ed when he was to be there. I have also not heard from Ed so I don't know when he was there, if at all, and whether the scope of work was expanded based on his input.

I knew, and you knew, in advance, they were using Serv Pro. If you had an objection, that was the time to say so, not now. Ed had no objection. In fact, I think you might have misunderstood, it's the law that the company that evaluates the work cannot do the remediation.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, August 2, 2021 at 3:07 PM

To: Margaret Sandercock

Subject: Mold Remediation

Greetings,

What is the status of the work? I see that you've billed me for following up on it but I haven't heard anything.

The company that is doing the job, Servepro, is not Total Restoration. TR is the company that submitted the scope of work that we signed off on. Isn't this a conflict? ALC issued the scope of work to these companies to bid on but we never saw or signed off on Servepro's scope of work.

Sent with
ProtonMail Secure Email.

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Date: Aug 03, 2021 04:20 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Mold Remediation

Sent from ProtonMail for iOS

On Mon, Aug 2, 2021 at 15:18, Margaret Sandercock wrote:

You'd need to tell me the status of the work. I am not at the building. When I said I followed up status on the bill, this was my contact to you before work started to make sure you were expecting them on the stated date and were working out with Ed when he was to be there. I have also not heard from Ed so I don't know when he was there, if at all, and whether the scope of work was expanded based on his input.

I knew, and you knew, in advance, they were using Serv Pro. If you had an objection, that was the time to say so, not now. Ed had no objection. In fact, I think you might have misunderstood, it's the law that the company that evaluates the work cannot do the remediation.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, August 2, 2021 at 3:07 PM

To: Margaret Sandercock

Subject: Mold Remediation

Greetings,

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The company that is doing the job, Servepro, is not Total Restoration. TR is the company that submitted the scope of work that we signed off on. Isn't this a conflict? ALC issued the scope of work to these companies to bid on but we never saw or signed off on Servepro's scope of work.

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Date: Aug 10, 2021 04:35 PM

From: "Edward Olmsted" <olmsted.mac@mac.com>
To: "Margaret B. Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: mold work

I spoke with Jack Glass and his assistant, who monitored the work at 97 Greene. They indicated the work is done and all air tests were very low. I have not seen the results. They also indicated that the removal of the walls did not reveal much visible mold growth. the shared wall with the neighbor in the two studios had no mold growth. They did not cut the probes into the neighbor wall in the living room because there was nothing in the two studios, I have not seen their report. When I was there I can corroborate that there was not much visible mold in the walls that were removed that I looked at. There was mold in the ceilings.

Regards

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

Date: Aug 11, 2021 03:17 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Edward Olmsted" <olmsted.mac@mac.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: Attached Image

Please note schedule in below email. I know you are away. Can you, or someone else, inspect within 5 days?

From: David Skaller

Date: Wednesday, August 11, 2021 at 10:48 AM

To: Margaret Sandercock , Elizabeth Sandercock

Subject: FW: Attached Image

Attached is the ALC report with regard to the Gray apartment. Pursuant to the terms of the stipulation of settlement, Ed Olmstead has 5 days to inspect and test and you have 14 days from when he inspects to provide me with his report. Please let me know when he inspects.

From: Canon Printer

Sent: Wednesday, August 11, 2021 10:37 AM

To: David Skaller

Subject: Attached Image

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy, or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail or reply to info@bbgllp.com , and delete the message.

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Date: Aug 11, 2021 08:07 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>

Cc: "Margaret B. Sandercock" <mbs@goodfarblaw.com>

Subject: Re: mold work

Sorry I forgot to include Margaret on the email thread, so I resent it.

Hi Ed,

I've cc'd Margaret on this thread.

They only did a fraction of the scope of work that we signed off on.

They were supposed to remove all of the materials in the wall, ceiling, and floor systems down to the studs/joists/slab for all of the three of the studios.

Studio 1: They removed the first layer of drywall in Studio 1, the middle studio, leaving the first layer of insulation. They didn't even get to the second wall system or the third wall in the case of the north wall, only then would they have gotten to the drywall and insulation of my unit's side of the party wall. They were suppose to remove the floor system down to the slab. They only removed the bamboo flooring and the first layer of sub-floor and there are still layers remaining. They only removed the first layer of acoustic ceiling and left the insulation in. The are no studs visible of any of the wall systems or the ceiling? How are they supposed to clean and treat the studs, which was clearly outlined in the scope of work. The space smells of mold.

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Bathroom:

They left all of the raised floor system for the tub in place. It was supposed to be completely removed.

The job that they did does not cover the scope of work that all of the parties agreed upon. This is unacceptable. We spent a lot of time on this, and I've spent a lot of money reaching the settlement of the scope of work that all of the parties signed off on, and it has not been completed. This is totally unacceptable. The original scope of work that we all signed off on needs to be enforced and competed before we start running tests.

Let me know when you can come by.

Thank you.

Christian

Sent with ProtonMail Secure Email.

----- Original Message -----

On Tuesday, August 10th, 2021 at 4:35 PM, Edward Olmsted wrote:

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Regards

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

Date: Aug 11, 2021 08:32 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted"

<olmsted.mac@mac.com>

Subject: Re: mold work

First, we need Ed to inspect within 5 days from today. To best of my knowledge, Ed is in the Virgin Islands working. Ed, please respond and let me know when you are back and whether you can do the inspection or send someone else.

Christian, I can only forward your comments to the extent agreed with by Ed. What we are in fact supposed to submit is a response from Ed, not you, and test results.

In my humble and quite likely uneducated opinion, I am not convinced the scope of work matters if the test results are good.

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, August 11, 2021 at 4:07 PM

To: Edward Olmsted

Cc: Margaret Sandercock

Subject: Re: mold work

Sorry I forgot to include Margaret on the email thread, so I resent it.

Hi Ed,

I've cc'd Margaret on this thread.

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Let me know when you can come by.

Thank you.

Christian

Sent with
ProtonMail Secure Email.

----- Original Message -----

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Regards

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

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Date: Aug 11, 2021 09:02 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Ed Olmsted

Called me, he is working on a govt. contract in the Virgin Islands and is coming back this weekend. He can go to your building Monday. Please keep your schedule open because he has been working out of town and I don't know yet what time he can make it but he will have to be accommodated. Monday is the last day he can inspect.

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Date: Aug 11, 2021 09:06 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Update on Olmsted

Late in the day Monday like 4 30 pm or later. Can you provide access at that time?

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Date: Aug 11, 2021 09:33 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Update on Olmsted

Yes. I'll be there at 4:30.

Sent from ProtonMail for iOS

On Wed, Aug 11, 2021 at 17:06, Margaret Sandercock wrote:

Late in the day Monday like 4 30 pm or later. Can you provide access at that time?

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Date: Aug 11, 2021 09:39 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Update on Olmsted

i can meet him anytime on Monday. I'll leave my schedule open from 4:30 on. He just needs to give me an ETA and I'll be there.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Wednesday, August 11th, 2021 at 5:06 PM, Margaret Sandercock wrote:

Late in the day Monday like 4 30 pm or later. Can you provide access at that time?

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Date: Aug 12, 2021 06:36 AM

From: "Edward Olmsted" <olmsted.mac@mac.com>

To: "Margaret B. Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: mold work

Hi Christian - Can I meet you at 97 Greene at 8:30 am on Monday instead of later in the day. I think Monday is going to be fraught with delays and I would like to get yours done first

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

On Aug 11, 2021, at 4:32 PM, Margaret Sandercock wrote:

First, we need Ed to inspect within 5 days from today. To best of my knowledge, Ed is in the Virgin Islands working. Ed, please respond and let me know when you are back and whether you can do the inspection or send someone else.

Christian, I can only forward your comments to the extent agreed with by Ed. What we are in fact supposed to submit is a response from Ed, not you, and test results.

In my humble and quite likely uneducated opinion, I am not convinced the scope of work matters if the test results are good.

From: Christian Gray
Reply-To: Christian Gray
Date: Wednesday, August 11, 2021 at 4:07 PM
To: Edward Olmsted
Cc: Margaret Sandercock
Subject: Re: mold work

Sorry I forgot to include Margaret on the email thread, so I resent it.

Hi Ed,

I've cc'd Margaret on this thread.

They only did a fraction of the scope of work that we signed off on.

They were supposed to remove all of the materials in the wall, ceiling, and floor systems down to the studs/joists/slab for all of the three of the studios.

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Studio 2:

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Sent with ProtonMail Secure Email.

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Date: Aug 12, 2021 03:09 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>, "Margaret B. Sandercock" <mbs@goodfarblaw.com>

Subject: Re: mold work

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Christian

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Date: Aug 13, 2021 05:41 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Exhibit 1

Please send me Exhibit 1, aka the Scope of Work from the Stipulation of Settlement. I never saw Servepro's scope of work. I signed off on what we all agreed to during the lengthy email exchanges, phone calls, and final zoom meeting, that were based around ALC's and Total Renovation's Scope of Work.

The agreement that I signed clearly states that the Scope of Work should be completed before ALC begins

testing. The scope of work that I/we agreed to, during negotiations with Marty's representation, states that the three studios should be demo'ed down to the studs, in all wall systems. They have only removed the first layer of drywall in the first wall system. ALC also states that in their final report that the raised floor in the bathroom was removed and it has not been and you can clearly see that in their photo documentation of the bathroom.

From ALC's Post Remediation Verification Report:

"Studio 1: The walls, ceiling, and floor were removed, as per work scope. "

*There are multiple wall systems, ceiling systems, and floor systems. They only removed the first skin layer or layers of the first wall, the ceiling, and the floor. This is not what we agreed to. They should have taken everything down to the studs for all wall layers, the joist for the dropped acoustic isolation ceiling, and then up to the joists and deck of the building, and removed all of the floor system down to the slab. This is what we all agreed upon, including Jack from ALC...he wrote it in an email.

Bathroom:

"...the water heater, sink, bathtub, tiles, and raised floor were removed."

*The raised floor has not been removed.

In reading the settlement agreement it says that the scope of work in Exhibit 1 is the legally binding agreement so please send it to me. I was told by Ed that it was the same scope of work that we had all agreed to. How did I not receive a copy of Exhibit 1 to review??? Did you review it and make sure that it was the same scope of work that we all agreed to? This is the culmination of over a year of work which has cost me time and money. The agreement states that the scope of work needs to be completed before testing and I don't understand how you can say that you're not convinced the scope of work matters. The scope of work is what we've been working on this whole time. How does it not matter??? It clearly states in the Stipulation Agreement that the Scope of Work will be completed before testing begins.

Please send me Exhibit 1. If it differs from what we all agreed upon then we have a big problem.

Sent with ProtonMail Secure Email.

Date: Aug 13, 2021 05:52 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Exhibit 1

I have asked my assistant to see if she can send it to you.

I keep trying to prepare you for the fact that if Ed's test reports are good, you have no position and you are wasting your time pursuing this. I would not do one more thing if I were you, till I know what Ed's reports say. And, Ed and I are both going to have issues if you don't want to follow our advice, as both of us have trouble doing work we don't believe in.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, August 13, 2021 at 1:41 PM

To: Margaret Sandercock

Subject: Exhibit 1

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Either you want the maximum work done to punish the landlord, or due to some suspicion about your future health. On the latter, you have no expertise to insist on that.

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You or Ed never told be that that was the case. Ever. If so, I would have made sure that he was there. To be very clear, you never told me that there would be decisions made on site during this process that would determine "that certain work was not needed".

I want the agreed scope of work done because that's what Ed said needs to be done for my health and safety. That's what you yourself argued in the pre-trial conferences. All the parties agreed upon a scope of work that was to be performed before ALC and the Ed moved on to the testing phase and then, pending test results and negotiation, potential consequential phases of remediation.

You are making your position clear. Thank you.

This is a valuable learning experience for me.

Please send me Exhibit 1.

Sent from ProtonMail for iOS

On Fri, Aug 13, 2021 at 15:08, Margaret Sandercock wrote:

If Ed had been there, he would have been part of any decision that certain work was not needed.

If the test results are good, neither Ed nor I can advocate for work that was part of a contract but perhaps not needed.

Either you want the maximum work done to punish the landlord, or due to some suspicion about your future health. On the latter, you have no expertise to insist on that.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, August 13, 2021 at 3:04 PM

To: Margaret Sandercock

Subject: Re: Exhibit 1

Let's very clear on what you just wrote; Ed was supposed to advocate for more work "outside" of the existing Scope of Work, that was the agreed upon plan. The scope of work that we all agreed upon would be completed first. That was the understanding. We decided that we would address more work after the existing scope of work had been completed, ALC ran tests, and then Ed would come in and run tests and advocate for more work, including the the following items: the party wall, the acoustic isolation ceiling in the living area, the kitchen floor, and bathroom wall facing the hallway. That was the agreed upon plan.

You or Ed never told me that the "Scope of Work" that constitutes the "Remediation Work" would not be completed if he wasn't there. If you had, I would have borrowed the money to ensure I could pay Ed to be there. I'm am understanding the situation as we move along and have been going along with your advice. Either way, if they haven't completed the scope work outlined in Exhibit 1, it speaks for itself. If they have completed the work in Exhibit 1, then that speaks for itself. So, Exhibit 1 will speak for itself.

Please send me Exhibit 1 today. I need to read it before I meet with Ed on Monday.

Thank you.

Sent with
ProtonMail Secure Email.

----- Original Message -----

On Friday, August 13th, 2021 at 2:45 PM, Margaret Sandercock wrote:

Ed was supposed to advocate for more work during the job. But he was only there one day.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, August 13, 2021 at 2:45 PM

To: Margaret Sandercock

Subject: Re: Exhibit 1

You never told me that the scope of work would not be completed if Ed was not there. If you had, then I would have made arrangements to have Ed there. To my understanding, the scope of work had to be completed before testing, no matter what, and the scope of work was clearly outlined in our documented negotiation...but I never read or was even sent Exhibit 1. The Stipulation of Settlement agreement clearly states that the Remediation Work needed to be completed before testing began.

Please send it to me today so I can clearly understand the situation. Thank you.

I understand what you have been conveying to me in your messages.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Friday, August 13th, 2021 at 2:13 PM, Margaret Sandercock wrote:

I am telling you that if Ed's tests are good, neither one of us is behind you. We have already discussed it. If you wanted this better managed, you would have needed to have Ed there during the work. You wanted to limit cost and he was only there one day.

Sent from my iPhone

On Aug 13, 2021, at 2:08 PM, Christian Gray wrote:

I look forward to receiving and reading Exhibit 1.

I followed your and Ed's advice and signed the Stipulation of Settlement, that to the best of my knowledge, covered the scope of work that we agreed to. The Stipulation of Settlement clearly states that the Scope of Work needs to be completed before ALC tests.

Exhibit 1 will speak for itself and shed light on this situation. If the scope of work is the same as what we agreed upon, then the scope of work has not been completed. If it is different from what we agreed upon then there is a big problem.

I've followed your and Ed's advice and trust that you both will make sure t

[Body truncated at extraction limit]

Date: Aug 13, 2021 07:32 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Exhibit 1

Ed says the landlord's test results are good and fine for your health and safety. I expected that Ed would be there every day of remediation until you told me you would work out with him when to be there as you couldn't afford him there all the time. The choices made on this were yours.

You have a tendency to say things are the fault of others when they don't go your way. You've said it about Frazer, Petrucci and Atlas. I have no sympathy with Atlas but Frazer is a very good lawyer and so is Petrucci.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, August 13, 2021 at 3:22 PM

To: Margaret Sandercock

Subject: Re: Exhibit 1

You or Ed never told me that that was the case. Ever. If so, I would have made sure that he was there. To be very clear, you never told me that there would be decisions made on site during this process that would determine "that certain work was not needed".

I want the agreed scope of work done because that's what Ed said needs to be done for my health and safety. That's what you yourself argued in the pre-trial conferences. All the parties agreed upon a scope of work that was to be performed before ALC and the Ed moved on to the testing phase and then, pending test results and negotiation, potential consequential phases of remediation.

You are making your position clear. Thank you.

This is a valuable learning experience for me.

Please send me Exhibit 1.

Sent from ProtonMail for iOS

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From:
Christian Gray

Reply-To: Christian Gray

Date: Friday, August 13, 2021 at 3:04 PM

To: Margaret Sandercock

Subject: Re: Exhibit 1

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S

[Body truncated at extraction limit]

Date: Aug 13, 2021 08:07 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Exhibit 1

I agree with you that Petrucci is a very good lawyer. My only issue with Bob is that he forgot to get the PAA agreement in writing. We paid him to do that. That's my only issue with the job that Bob did. Outside of that, Bob did a good job representing our TA and I enjoyed our interactions.

Frazier forgot to file my Loft Law application multiple times and he forgot to file other members of our TA's applications too, those are the issues that I brought up to you that I had with him. People make mistakes. I make mistakes. Live and learn.

I still haven't received Exhibit 1. Can you please have your assistant send it to me. Thank you.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Friday, August 13th, 2021 at 3:32 PM, Margaret Sandercock wrote:

Ed says the landlord's test results are good and fine for your health and safety. I expected that Ed would be there every day of remediation until you told me you would work out with him when to be there as you couldn't afford him there all the time. The choices made on this were yours.

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Subject: Re: Exhibit 1

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[Body truncated at extraction limit]

Date: Aug 13, 2021 10:03 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: =?utf-8?q?I_still_haven=E2=80=99t_received_the_Exhibit_1_document?=

Please send me the document.

Thank you.

Sent from ProtonMail for iOS

Date: Aug 13, 2021 10:18 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: =?utf-8?q?Re:_I_still_haven=E2=80=99t_received_the_Exhibit_1_document?=

I don't have access to these records. You need to wait for Jen to send it. We sent an appeals brief to the printer today and probably she won't get to it till Monday. Her hours now are over.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, August 13, 2021 at 6:03 PM

To: Margaret Sandercock

Subject: I still haven't received the Exhibit 1 document

Please send me the document.

Thank you.

Sent from ProtonMail for iOS

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Date: Aug 13, 2021 10:28 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: =?utf-8?q?Re: I still haven=E2=80=99t received the Exhibit 1 document?=?

Ok, thanks for letting me know. Have a good weekend.

Sent from ProtonMail for iOS

On Fri, Aug 13, 2021 at 18:18, Margaret Sandercock wrote:

I don't have access to these records. You need to wait for Jen to send it. We sent an appeals brief to the printer today and probably she won't get to it till Monday. Her hours now are over.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, August 13, 2021 at 6:03 PM

To: Margaret Sandercock

Subject: I still haven't received the Exhibit 1 document

Please send me the document.

Thank you.

Sent from ProtonMail for iOS

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Date: Aug 14, 2021 02:46 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Exhibit 1

The stipulation with Exhibit 1 is attached.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, August 13, 2021 at 1:41 PM

To: Margaret Sandercock

Subject: Exhibit 1

Please send me Exhibit 1, aka the Scope of Work from the Stipulation of Settlement. I never saw Servepro's scope of work. I signed off on what we all agreed to during the lengthy email exchanges, phone calls, and final zoom meeting, that were based around ALC's and Total Renovation's Scope of Work.

The agreement that I signed clearly states that the Scope of Work should be completed before ALC begins testing. The scope of work that I/we agreed to, during negotiations with Marty's representation, states that the three studios should be demo'd down to the studs, in all wall systems. They have only removed the first layer of drywall in the first wall system. ALC also states that in their final report that the raised floor in the bathroom was removed and it has not been and you can clearly see that in their photo documentation of the bathroom.

From ALC's Post Remediation Verification Report:

"Studio 1: The walls, ceiling, and floor were removed, as per work scope. "

*There are multiple wall systems, ceiling systems, and floor systems. They only removed the first skin layer or layers of the first wall, the ceiling, and the floor. This is not what we agreed to. They should have taken everything down to the studs for all wall layers, the joist for the dropped acoustic isolation ceiling, and then up to the joists and deck of the building, and removed all of the floor system down to the slab. This is what we all agreed upon, including Jack from ALC...he wrote it in an email.

Bathroom:

"...the water heater, sink, bathtub, tiles, and raised floor were removed."

*The raised floor has not been removed.

In reading the settlement agreement it says that the scope of work in Exhibit 1 is the legally binding agreement so please send it to me. I was told by Ed that it was the same scope of work that we had all agreed to.

How did I not receive a copy of Exhibit 1 to review??? Did you review it and make sure that it was the same scope of work that we all agreed to? This is the culmination of over a year of work which has cost me time and money. The agreement states that

the scope of work needs to be completed before testing and I don't understand how you can say that you're not convinced the scope of work matters. The scope of work is what we've been working on this whole time. How does it not matter??? It clearly states

in the Stipulation Agreement that the Scope of Work will be completed before testing begins.

Please send me Exhibit 1. If it differs from what we all agreed upon then we have a big problem.

Sent with
ProtonMail Secure Email.

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Date: Aug 15, 2021 11:43 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: My apologies

Hi Margaret,

I am sorry for my tone in our previous email exchange. These have been very stressful times and I over reacted when I realized that I had not received or read Exhibit 1 and did not notice that the company name was changed on the final Stipulation of Settlement contract as the previous iterations had Total Renovation, and I had reviewed, in detail, the Scope of Work submitted as Exhibit 1. As I recall there was a rush to get the last and final iteration of the document signed and submitted and if I had thoroughly reviewed it and noticed the company name change I would have asked to review Exhibit 1 before I signed off on it. I did not realize that Servepro would be doing the job until I was on-site to let them and Ed in. I asked Ed about the Scope of Work and he said it was the same as the one Total Renovation submitted so I did not think anything more of it.

I'm sorry if I caused you any stress. I know that you work hard advocating for me, the TA, and all of the others that I have referred to you throughout the years. I look forward to a harmonious relationship and trust in your intention and work. I trust your advice and act upon it. Thank you for your patience during this process and my process. This is a novel and challenging experience for me. I can only image what it's like to be in your shoes. I'm sorry if I have caused you any stress.

Peace.

Sincerely,

Christian

Sent with ProtonMail Secure Email.

Date: Aug 16, 2021 12:28 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Again, my apologies.

In reviewing the previous Stipulation of Settlement docs that were sent to me, Servepro was listed. My apologies. I thought that is was going to be Total Renovation as that was the company that submitted the scope of work that I was sent to review.

Sent with ProtonMail Secure Email.

Date: Aug 18, 2021 10:04 AM

From: "Edward Olmsted" <olmsted.mac@mac.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Fwd: two reports for 97 Green

Lab results attached

I'll work on report

These results are terrible

All the air samples have very elevated levels of pen-asp spores

That's not good

Tape lifts all indicate mold growth

They need to do the entire scope

May need to include kitchen floor but we will see

Sent from olmsted's iPhone

Begin forwarded message:

From: Shawn Baker

Date: August 18, 2021 at 9:47:01 AM EDT

To: Edward Olmsted

Subject: two reports for 97 Green

August 18, 2021

Ed,

Attached are a signed COC and two reports (#210817-04) for three bulks, six Allergenco and four tape samples.

Don't forget we do COVID virus testing from environmental samples. If you have any needs, call us. Dr. Ching-yi Tsai can assist you.

Chin Yang, Ph.D>

Chin Yang, Ph.D.

Prestige EnviroMicrobiology Inc.

242 Terrace Blvd. Suite B-1

Voorhees, NJ 08043

(P) 856-767-8300

Date: Aug 18, 2021 03:20 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: two reports for 97 Green

Thank you for letting us know, looking forward to report.

From: Edward Olmsted

Date: Wednesday, August 18, 2021 at 10:04 AM

To: Margaret Sandercock , Christian Gray

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: two reports for 97 Green

Thank you!

Sent with ProtonMail Secure Email.

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Date: Aug 19, 2021 01:12 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Fwd: here is a draft - I expect a few more samples from Prestige late today and will insert them but it will not change any of my conclusions. You can start worjing on a memo to the owner and Ill uodate the report by later today so you can atached

Please review. I intend to wait for Ed's revisions later today and then send to landlord probably tomorrow morning. I am on vacation next week. I'll be able to make and respond to calls and emails but won't have a printer or scanner.

Sent from my iPhone

Begin forwarded message:

From: Edward Olmsted

Date: August 19, 2021 at 8:41:07 AM EDT

To: Margaret Sandercock

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Received. Thank you. I'll leave it to you and Ed. I hope you have a restful, inspiring, and enjoyable vacation.

Thank you for your work and advocacy.

Peace

Sent from ProtonMail for iOS

On Thu, Aug 19, 2021 at 09:12, Margaret Sandercock wrote:

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Date: August 19, 2021 at 8:41:07 AM EDT

To: Margaret Sandercock

Subject: here is a draft - I expect a few more samples from Prestige late today and will insert them but it will not change any of my conclusions. You can start working on a memo to the owner and I'll update the report by later today so you can attach

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Date: Aug 19, 2021 10:09 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "David Skaller" <DSkaller@bbgllp.com>

Subject: FW: Christian Gray, 226 Franklin St.

I attach Ed Olmsted's report based on observations and samples taken on 8/16/21. As I told you in a more informal context, the complete scope of work was not done and our test reports show that the mold is not eradicated. This is a notice of default with respect to the stipulation entered into in the HP proceeding. The agreed scope of work was not performed and the mold is not eradicated.

Please let me know how your client wishes to proceed. It is our suggestion that at a minimum, your remediation contractor resume work and perform the scope of work agreed to. We can then test again, though if you review the Olmsted report closely, you will see that he found mold under and between various things in the loft which are not part of the scope of work. It is therefore likely that absent remediation beyond the scope of work previously agreed to, the test results will not be acceptable.

Because I am on vacation next week, I can give you till a week from Monday to review with your client. If we do not hear from you by then with an acceptable interim plan, we will have to restore the HP case.

From: Elizabeth Sandercock

Date: Thursday, August 19, 2021 at 5:56 PM

To: Margaret Sandercock

Subject:

—
Elizabeth Sandercock, Esq.

Goodfarb & Sandercock, LLP

110 E. 59th Street, 22nd Floor

New York, NY 10022

Tel: (212) 509-0440

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Date: Aug 23, 2021 12:11 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret B. Sandercock" <mbsandercock@optonline.net>, "OlmstedEdward@gmail.com" <olmstededward@gmail.com>

Subject: Leaks coming from ceiling in living room area

Attached are pics documenting leaks coming in from the living room area ceiling. More water damage to the living room ceiling area.

Sent from ProtonMail for iOS

Date: Aug 23, 2021 12:40 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Fwd: Leaks coming from ceiling in living room area. Emergency!!!

Sent from my iPhone

Begin forwarded message:

From: Margaret Sandercock

Date: August 22, 2021 at 8:39:27 PM EDT

To: David Skaller

Subject: Fwd: Leaks coming from ceiling in living room area. Emergency!!!

Please see these water leaks.

Sent from my iPhone

Begin forwarded message:

From: Christian Gray

Date: August 22, 2021 at 8:12:15 PM EDT

To: "Margaret B. Sandercock" , olmstededward@gmail.com

Subject: Leaks coming from ceiling in living room area

Reply-To: Christian Gray

Attached are pics documenting leaks coming in from the living room area ceiling. More water damage to the living room ceiling area.

Sent from ProtonMail for iOS

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Date: Aug 23, 2021 01:00 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Fwd: Leaks coming from ceiling in living room area. Emergency!!!

Sent from my iPhone

Begin forwarded message:

From: David Skaller

Date: August 22, 2021 at 9:00:06 PM EDT

To: Margaret Sandercock

Subject: Re: Leaks coming from ceiling in living room area. Emergency!!!

Please have bucket placed under it and my client will address tomorrow

David Skaller

Partner

Belkin - Burden - Goldman, LLP

270 Madison Avenue

New York, NY 10016

Tel: 212-867-4466 (Ext. 316)

Fax: 212-297-1859

E-mail: dskaller@bbgllp.com

Web: www.bbgllp.com

From: Margaret Sandercock

Sent: Sunday, August 22, 2021 8:39:26 PM

To: David Skaller

Subject: Fwd: Leaks coming from ceiling in living room area. Emergency!!!

Please see these water leaks.

Sent from my iPhone

Begin forwarded message:

From: Christian Gray

Date: August 22, 2021 at 8:12:15 PM EDT

To: "Margaret B. Sandercock" , olmstededward@gmail.com

Subject: Leaks coming from ceiling in living room area

Reply-To: Christian Gray

Attached are pics documenting leaks coming in from the living room area ceiling. More water damage to the living room ceiling area.

Sent from ProtonMail for iOS

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Date: Aug 23, 2021 01:05 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "olmstededward@gmail.com" <olmstededward@gmail.com>

Subject: Close up pics of leak areas

Maybe unnecessary but here they are.

Sent from ProtonMail for iOS

Date: Aug 23, 2021 01:26 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "David Skaller" <DSkaller@bbgllp.com>

Cc: "olmstededward@gmail.com" <olmstededward@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Close up pics of leak areas

Please see this also.

Sent from my iPhone

> On Aug 22, 2021, at 9:05 PM, Christian Gray <christiangray3@protonmail.com> wrote:

>

> Maybe unnecessary but here they are.

>

> Sent from ProtonMail for iOS

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Date: Aug 23, 2021 03:48 PM

From: "David Skaller" <DSkaller@BBGLLP.COM>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "olmstededward@gmail.com" <olmstededward@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: RE: Close up pics of leak areas

Nothing attached

-----Original Message-----

From: Margaret Sandercock

Sent: Sunday, August 22, 2021 9:26 PM

To: David Skaller

Cc: olmstededward@gmail.com; Christian Gray

Subject: Re: Close up pics of leak areas

Please see this also.

Sent from my iPhone

> On Aug 22, 2021, at 9:05 PM, Christian Gray wrote:

>

> Maybe unnecessary but here they are.

>

> Sent from ProtonMail for iOS

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Date: Aug 23, 2021 03:49 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "David Skaller" <DSkaller@bbgllp.com>

Cc: "olmstededward@gmail.com" <olmstededward@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Close up pics of leak areas

I'm on vacation and don't have a computer so it seems they don't attach right. Christian, maybe you can send the photos to Mr Skaller?

Sent from my iPhone

On Aug 23, 2021, at 11:48 AM, David Skaller wrote:

Nothing attached

-----Original Message-----

From: Margaret Sandercock

Sent: Sunday, August 22, 2021 9:26 PM

To: David Skaller

Cc: olmstededward@gmail.com; Christian Gray

Subject: Re: Close up pics of leak areas

Please see this also.

Sent from my iPhone

> On Aug 22, 2021, at 9:05 PM, Christian Gray wrote:

>

> Maybe unnecessary but here they are.

>

> Sent from ProtonMail for iOS

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Date: Aug 23, 2021 03:58 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "David Skaller" <DSkaller@bbgllp.com>

Cc: "olmstededward@gmail.com" <olmstededward@gmail.com>

Subject: Re: Close up pics of leak areas

I sent Mr. Skaller all four of the pics. Thank you.

Sent from ProtonMail for iOS

On Mon, Aug 23, 2021 at 11:49, Margaret Sandercock wrote:

I'm on vacation and don't have a computer so it seems they don't attach right. Christian, maybe you can send the photos to Mr Skaller?

Sent from my iPhone

On Aug 23, 2021, at 11:48 AM, David Skaller wrote:

Nothing attached

-----Original Message-----

From: Margaret Sandercock

Sent: Sunday, August 22, 2021 9:26 PM

To: David Skaller

Cc: olmstededward@gmail.com; Christian Gray

Subject: Re: Close up pics of leak areas

Please see this also.

Sent from my iPhone

> On Aug 22, 2021, at 9:05 PM, Christian Gray wrote:

>

> Maybe unnecessary but here they are.

>

> Sent from ProtonMail for iOS

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Date: Aug 23, 2021 04:00 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "David Skaller" <DSkaller@bbgllp.com>

Cc: "olmstededward@gmail.com" <olmstededward@gmail.com>

Subject: Re: Close up pics of leak areas

Here are three of the four pics, the fourth is being sent next. Thank you.

Sent from ProtonMail for iOS

On Mon, Aug 23, 2021 at 11:49, Margaret Sandercock wrote:

I'm on vacation and don't have a computer so it seems they don't attach right. Christian, maybe you can send the photos to Mr Skaller?

Sent from my iPhone

On Aug 23, 2021, at 11:48 AM, David Skaller wrote:

Nothing attached

-----Original Message-----

From: Margaret Sandercock

Sent: Sunday, August 22, 2021 9:26 PM

To: David Skaller

Cc: olmstededward@gmail.com; Christian Gray

Subject: Re: Close up pics of leak areas

Please see this also.

Sent from my iPhone

> On Aug 22, 2021, at 9:05 PM, Christian Gray wrote:

>

> Maybe unnecessary but here they are.

>

> Sent from ProtonMail for iOS

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Date: Aug 23, 2021 04:01 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "David Skaller" <DSkaller@bbgllp.com>

Cc: "olmstededward@gmail.com" <olmstededward@gmail.com>

Subject: Re: Close up pics of leak areas

Here is the fourth pic.

Sent from ProtonMail for iOS

On Mon, Aug 23, 2021 at 11:49, Margaret Sandercock wrote:

I'm on vacation and don't have a computer so it seems they don't attach right. Christian, maybe you can send the photos to Mr Skaller?

Sent from my iPhone

On Aug 23, 2021, at 11:48 AM, David Skaller wrote:

Nothing attached

-----Original Message-----

From: Margaret Sandercock

Sent: Sunday, August 22, 2021 9:26 PM

To: David Skaller

Cc: olmstededward@gmail.com; Christian Gray

Subject: Re: Close up pics of leak areas

Please see this also.

Sent from my iPhone

> On Aug 22, 2021, at 9:05 PM, Christian Gray wrote:

>

> Maybe unnecessary but here they are.

>

> Sent from ProtonMail for iOS

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Date: Sep 02, 2021 03:28 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "olmstededward@gmail.com" <olmstededward@gmail.com>

Subject: G21 Flooded again through ceiling last night

Attached are pics of the flood water that came through the ceiling. This is the same problem that has been happening for many years. It is a chronic issue and this is what the flooding looks like.

You can see you the water pools and goes into the wall systems of the North Party Wall, the East Wall of the Living Area/West Wall of Studio 1, and the Bathroom/South Wall of the Living Area. This has been happening for many years as Marty refuses to fix the issue on the roof. As I've already documented in previous emails, the water comes in through the exhaust pipe of the hot air blower in G32, floods the kitchen area of G32 and then floods down through the ceiling of G21.

The bathroom also got flooded, and some of that flooding is a result of sewer water coming up though the pipes that were open.

More pics to come.

Thanks for your help.

Christian

Sent from ProtonMail for iOS

Date: Sep 02, 2021 03:33 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "olmstededward@gmail.com" <olmstededward@gmail.com>

Subject: G21 flood pics

Sent from ProtonMail for iOS

Date: Sep 02, 2021 03:35 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: G21 Flood Pics 3

Sent from ProtonMail for iOS

Date: Sep 02, 2021 03:37 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "olmstededward@gmail.com" <olmstededward@gmail.com>

Subject: G21 Flood Pics 4 Bathroom

These pics are of the bathroom. The water affected the walls between the kitchen and the bathroom and the hallway and the bathroom.

Sent from ProtonMail for iOS

Date: Sep 02, 2021 03:40 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Edward Owens" <edwardowens@gmail.com>

Subject: G21 Flooding Pics 4 Bathroom

Sent from ProtonMail for iOS

Date: Sep 02, 2021 03:42 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "olmstededward@gmail.com" <olmstededward@gmail.com>

Subject: G21 Flood Pics 5

Sent from ProtonMail for iOS

Date: Sep 02, 2021 03:48 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "olmstededward@gmail.com" <olmstededward@gmail.com>

Subject: G21 Flooding Pics 6 Bathroom

Sent from ProtonMail for iOS

Date: Sep 02, 2021 03:54 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "olmstededward@gmail.com" <olmstededward@gmail.com>

Subject: G21 Flooding Pics East Living Area/Studio 1 Wall

These pics show water inches deep pooling against the wall. This saturates the inner leaves of the acoustic walls of Studio 1. This also soaks the raised floor studio 1 too. This problem of the roof leaking will compromise any new construction if the root problem is not addressed. This is a chronic issue that has been happening for years. Steve Watts can attest to it.

Sent from ProtonMail for iOS

Date: Sep 02, 2021 04:01 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "olmstededward@gmail.com" <olmstededward@gmail.com>

Subject: G21 Flood Pics Acoustic Ceiling Breach

These pics show that flood water is consistently saturating and breaching the acoustic ceiling in the Living Area and the Kitchen Area. During this particular flood, the water came down onto the kitchen island, the Living Area, Hallway, and Bathroom areas. The Acoustic Ceiling is compromised from this flooding happening to varying degrees throughout the years, the worst being when the sprinkler pipe broke. This should give more evidence for the acoustic ceiling to be demoed and replaced. Ed has said there's definitely mold in it. It will keep getting flooded if Marty doesn't address the roof.

That's it.

Thanks.

Christian

Sent from ProtonMail for iOS

Date: Sep 02, 2021 05:24 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: Christian Gray, 226 Franklin St.

Are you available tomorrow?

From: David Skaller

Date: Thursday, September 2, 2021 at 1:11 PM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St.

My client would like to have access tomorrow to inspect the "major flood" and to remove the temporary supports. Please let me know if access will be provided and when.

From: Margaret Sandercock

Sent: Thursday, September 2, 2021 12:59 PM

To: David Skaller

Subject: Re: Christian Gray, 226 Franklin St.

This unit gets flooded in every heavy rain. Everyone living in this building will tell you that a new roof is needed.

From: David Skaller

Date: Thursday, September 2, 2021 at 12:58 PM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St.

I will speak with my client but as you know this was a once in 100 year storm and many buildings have been affected.

From: Margaret Sandercock

Sent: Thursday, September 2, 2021 12:53 PM

To: David Skaller

Subject: Re: Christian Gray, 226 Franklin St.

You'll recall that your client did not do prompt cleanup of the burst pipe and that is what led to mold.

Your client does not seem intent on maintaining the building nor repairing this tenant's space properly. The reason this tenant did not leave when everyone was offered a buyout is that for the space he has, the buyout was inadequate. If your client does not want to repair this properly, maybe he wants to consider offering a fair buyout that corresponds to the value of the space?

From: David Skaller

Date: Thursday, September 2, 2021 at 12:48 PM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St.

I will let my client know

From: Margaret Sandercock

Sent: Thursday, September 2, 2021 12:42 PM

To: David Skaller

Subject: Christian Gray, 226 Franklin St.

There was tremendous flooding into his unit yesterday. This is of course not a burst pipe situation, it was bad weather but the roof needs to be repaired or more probably, replaced. It will keep happening otherwise.

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[Body truncated at extraction limit]

Date: Sep 02, 2021 09:46 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Second request

Landlord wants to come to your unit tomorrow to see flood. Please respond. I think they are probably doing this because we blamed them for increasing the damage done by the last flood by their non attention to clean up.

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Date: Sep 02, 2021 10:00 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: Christian Gray, 226 Franklin St.

Yes. I can let them in anytime after 11am tomorrow.

Sent from ProtonMail for iOS

On Thu, Sep 2, 2021 at 13:24, Margaret Sandercock wrote:

Are you available tomorrow?

From: David Skaller

Date: Thursday, September 2, 2021 at 1:11 PM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St.

My client would like to have access tomorrow to inspect the "major flood" and to remove the temporary supports. Please let me know if access will be provided and when.

From: Margaret Sandercock

Sent: Thursday, September 2, 2021 12:59 PM

To: David Skaller

Subject: Re: Christian Gray, 226 Franklin St.

This unit gets flooded in every heavy rain. Everyone living in this building will tell you that a new roof is needed.

From: David Skaller

Date: Thursday, September 2, 2021 at 12:58 PM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St.

I will speak with my client but as you know this was a once in 100 year storm and many buildings have been affected.

From: Margaret Sandercock

Sent: Thursday, September 2, 2021 12:53 PM

To: David Skaller

Subject: Re: Christian Gray, 226 Franklin St.

You'll recall that your client did not do prompt cleanup of the burst pipe and that is what led to mold.

Your client does not seem intent on maintaining the building nor repairing this tenant's space properly. The reason this tenant did not leave when everyone was offered a buyout is that for the space he has, the buyout was inadequate. If your client does not want to repair this properly, maybe he wants to consider offering a fair buyout that corresponds to the value of the space?

From: David Skaller

Date: Thursday, September 2, 2021 at 12:48 PM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St.

I will let my client know

From: Margaret Sandercock

Sent: Thursday, September 2, 2021 12:42 PM

To: David Skaller

Subject: Christian Gray, 226 Franklin St.

There was tremendous flooding into his unit yesterday. This is of course not a burst pipe situation, it was bad weather but the roof needs to be repaired or more probably, replaced. It will keep happening

otherwise.

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[Body truncated at extraction limit]

Date: Sep 03, 2021 02:12 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Second request

I replied to Marty that I will give them access at 12noon tomorrow. Thank you.

Sent from ProtonMail for iOS

On Thu, Sep 2, 2021 at 17:46, Margaret Sandercock wrote:

Landlord wants to come to your unit tomorrow to see flood. Please respond. I think they are probably doing this because we blamed them for increasing the damage done by the last flood by their non attention to clean up.

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Date: Sep 03, 2021 02:12 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Second request

I will open up David's door at the same time.

Sent from ProtonMail for iOS

On Thu, Sep 2, 2021 at 17:46, Margaret Sandercock wrote:

Landlord wants to come to your unit tomorrow to see flood. Please respond. I think they are probably doing this because we blamed them for increasing the damage done by the last flood by their non attention to clean up.

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Date: Sep 03, 2021 03:29 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Second request

11 am not noon.

Sent from my iPad

On Sep 2, 2021, at 10:12 PM, Christian Gray wrote:

I will open up David's door at the same time.

Sent from ProtonMail for iOS

On Thu, Sep 2, 2021 at 17:46, Margaret Sandercock wrote:

Landlord wants to come to your unit tomorrow to see flood. Please respond. I think they are probably doing this because we blamed them for increasing the damage done by the last flood by their non attention to clean up.

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Date: Sep 15, 2021 06:00 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Mold work in your loft

I am told it's likely the landlord will continue work on your space and complete scope of work but there isn't yet a date with ServPro because they are doing emergency work from the hurricane. We have 2 options: wait, or make a court motion to restore. Glad to speak by phone if that would help.

Sent from my iPhone

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Date: Sep 16, 2021 03:34 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

September 16, 2021 - 11:33 AM

\$450.00

full transaction receipt

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Clover

Date: Sep 21, 2021 08:04 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Theodore Lockhart" <tclockhart67@gmail.com>, "philhub"

<philhub@protonmail.com>

Cc: "alexandr@neratoff.com" <alexandr@neratoff.com>, "Elizabeth Sandercock"

<es@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: 21-1169 - Matter of American Package Company Inc.

Here is the Oath determination that the Lockhart unit must provide access for legalization. This is a report and recommendation which must be confirmed or rejected by the Loft Board. Sometimes they are very slow in confirming or rejecting

but we can't assume anything about timing when they will act on this. We are not allowed at this time to submit anything more to the Loft Board specifically concerning this access application. All we can do is wait. The landlord cannot try to come to do the work until the report is confirmed or rejected.

I have reminded the Loft Board a number of times about its agreement to issue an administrative determination regarding PAA's. I will remind them again.

From: "Schmidt, Brian (OATH)"

Date: Tuesday, September 21, 2021 at 3:37 PM

To: "NYC Loftboard (Buildings)" , "Kevin Schultz (Buildings)"

Cc: Margaret Sandercock , "cbrowne@bbgllp.com" , "Hanchun Lin (Buildings)"

Subject: 21-1169 - Matter of American Package Company Inc.

Dear Counselors,

On behalf of Hon. Noel R. Garcia, attached is a Report and Recommendation in the above referenced matter. Please provide a copy of this report to respondent.

If you have any questions, please contact me.

Thank You,

Brian Schmidt

Confidential Secretary

Office of Administrative Trials and Hearings

100 Church St., 12th Floor

NY, NY 10007

Office: 212-933-3026

Cell: 347-486-0307

BSchmidt@oath.nyc.gov

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Date: Sep 21, 2021 08:27 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: 21-1169 - Matter of American Package Company Inc.

Thank you for the info.

Hopefully we will get the administrative determination by the Loft Board that we desire.

In terms of the mold remediation, I think that we should wait for Marty to move forward and not push it in court, at least until we get the PAA enforced by the LB.

As you said, it seems like all we can do is wait.

Thank you for your time and work.

Sent from ProtonMail for iOS

On Tue, Sep 21, 2021 at 16:04, Margaret Sandercock wrote:

Here is the Oath determination that the Lockhart unit must provide access for legalization. This is a report and recommendation which must be confirmed or rejected by the Loft Board. Sometimes they are very slow in confirming or rejecting but we can't assume anything about timing when they will act on this. We are not allowed at this time to submit anything more to the Loft Board specifically concerning this access application. All we can do is wait. The landlord cannot try to come to do

the work until the report is confirmed or rejected.

I have reminded the Loft Board a number of times about its agreement to issue an administrative determination regarding PAA's. I will remind them again.

From: "Schmidt, Brian (OATH)"

Date: Tuesday, September 21, 2021 at 3:37 PM

To: "NYC Loftboard (Buildings)" , "Kevin Schultz (Buildings)"

Cc: Margaret Sandercock , "cbrowne@bbgllp.com" , "Hanchun Lin (Buildings)"

Subject: 21-1169 - Matter of American Package Company Inc.

Dear Counselors,

On behalf of Hon. Noel R. Garcia, attached is a Report and Recommendation in the above referenced matter. Please provide a copy of this report to respondent.

If you have any questions, please contact me.

Thank You,

Brian Schmidt

Confidential Secretary

Office of Administrative Trials and Hearings

100 Church St., 12th Floor

NY, NY 10007

Office: 212-933-3026

Cell: 347-486-0307

BSchmidt@oath.nyc.gov

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Date: Sep 21, 2021 09:06 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "kschultz@buildings.nyc.gov" <kschultz@buildings.nyc.gov>

Cc: "Christina Browne" <cbrowne@BBGLLP.COM>

Subject: American Package building, 226 Franklin St., Brooklyn, NY

Dear Mr. Schultz:

As I have written before, this firm is counsel to the tenant association of the above IMD building. The Loft Board agreed some time ago to make an administrative determination concerning whether the building owner was required to do PAA's as he promised at narrative conferences for the building. As explained before, the owner stated at the narrative conferences that the plans he was asking the Loft Board to certify were "just for now", but on obtaining Loft Board certification, now refuses to do PAA's that some of the tenants relied on. At the expense of the tenants who wanted and relied on PAA's, these tenants have had prepared legalization plans for the way they want their units configured, by a well known

Loft Law conversion architect, and these plans have been in the hands of the landlord for many months. Despite the fact that no legalization work has begun, the landlord has not agreed to legalize the units in question pursuant to the plans the tenants commissioned.

We have produced detailed minutes of the last narrative conference prepared by Heather Troy, the former head of the TA in the building, which confirm the agreement to do PAA's and include a statement by Michael Bobick, Esq., who conducted the legalization conferences, that he would not issue certification unless PAA's were done. Mr. Bobick now works at Belkin Burden Goldman, which continues to represent the landlord, a job he acquired within 2 months of issuing Loft Board certification without requiring PAA's!

This situation takes on new importance as one of the units seeking a PAA had an access hearing and today we all received the Oath report and recommendation ruling that the tenant, Theodore Lockhart, has to grant access for the legalization of his unit. Such legalization will involve the loss of 2 bedrooms that the tenant needs and that can be legalized.

I am writing to ask at this point that the Loft Board expedite the administrative determination promised quite some time ago. Alternatively, the report and recommendation that we received today should not be placed before the Loft Board until the administrative determination is rendered.

Thank you for your consideration.

Sincerely,

Margaret B. Sandercock

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Date: Oct 11, 2021 03:32 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: update

I have been trying to get the landlord attorney to tell me if the landlord is going to complete the scope of work or whether we need to restore the case to the court calendar. They put me off because their remediator was ServPro and they could not get an appointment with ServPro due to Hurricane Ida cleanup. Now the owner's lawyer says that he thinks a phone conference between Ed and their expert would help. I have agreed because talk is cheap and we can always restore the case to the calendar if the talk doesn't resolve things. I am sending this email to let you both know what is going on and to let Ed know it's OK to talk to their expert.

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Date: Oct 12, 2021 05:07 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: update

Thank you for the update.

Sent from ProtonMail for iOS

On Mon, Oct 11, 2021 at 11:32, Margaret Sandercock wrote:

I have been trying to get the landlord attorney to tell me if the landlord is going to complete the scope of work or whether we need to restore the case to the court calendar. They put me off because their remediator was ServPro and they could not get an appointment with ServPro due to Hurricane Ida cleanup. Now the owner's lawyer says that he thinks a phone conference between Ed and their expert would help. I have agreed because talk is cheap and we can always restore the case to the calendar if the talk doesn't resolve things. I am sending this email to let you both know what is going on and to let Ed know it's OK to talk to their expert.

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Date: Oct 14, 2021 02:44 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>
To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

October 14, 2021 - 10:44 AM

\$75.00

full transaction receipt

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Date: Oct 15, 2021 08:30 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW:

This is the administrative determination. It does not reopen your narrative conference. I have only reviewed the 3 page letter from the Loft Board and not the exhibits. The entire thing needing to be reviewed is over 200 pp., and I did a trial today, remotely, we just got done. I will not be ready to discuss this in specific till at least Tues.

We have the right to seek review of this administrative determination by the entire Loft Board. I think it is possible the Board may not approve it. I am assuming you will want me to apply for that review, but it should

be known, it's
at least a \$2000 legal project. That said, I am not sure you have a choice.

Please let me know when you want to discuss.

From: Elizabeth Sandercock

Date: Thursday, October 14, 2021 at 9:26 PM

To: Margaret Sandercock

Subject:

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Date: Oct 15, 2021 09:45 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW:

Disappointing news, to say the least. I am available to discuss it when you are ready. Please let me know when that is so that I can schedule the time. I will read the document. I only read the first 5 or so pages.

I think that we will have to file an appeal and I will start running that by the TA and other parties soon.

I hope that your trial went well today.

Talk with you next week. Thank you for your work.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Friday, October 15th, 2021 at 4:30 PM, Margaret Sandercock wrote:

This is the administrative determination. It does not reopen your narrative conference. I have only reviewed the 3 page letter from the Loft Board and not the exhibits. The entire thing needing to be reviewed is over 200 pp., and I did a trial today, remotely, we just got done. I will not be ready to discuss this in specific till at least Tues.

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To: Margaret Sandercock

Subject:

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Date: Oct 15, 2021 09:52 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re:

I agree with the disappointment but I am not surprised. I will let you know when I am ready.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, October 15, 2021 at 5:45 PM

To: Margaret Sandercock

Subject: Re: FW:

Disappointing news, to say the least. I am available to discuss it when you are ready. Please let me know when that is so that I can schedule the time. I will read the document. I only read the first 5 or so pages.

I think that we will have to file an appeal and I will start running that by the TA and other parties soon.

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Date: Thursday, October 14, 2021 at 9:26 PM

To: Margaret Sandercock

Subject:

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LLP at (914) 428-3400 to advise us of the same, delete the original message from your system and then confirm its deletion. Any review, dissemination, distribution or copying of this message is strictly prohibited. Thank you.

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Date: Oct 16, 2021 02:29 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "philhub" <philhub@protonmail.com>, "Theodore Lockhart" <tclockhart67@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Good news for once

The Loft Board recommends denying the application for access to your unit. We will not know for sure what happens till after Thurs.

Sent from my iPhone

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Date: Oct 19, 2021 10:06 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Loft Board administrative determination

I have reviewed the entire pile of papers.

Have you ever tried to talk to Heather Troy about why PAA agreements were not done, at least at the time of the 45 day clock, if not before? I just burdened her by getting her to testify as a rebuttal witness in Aaron Smulkitis' case so I don't want to ask more of her now. I have her email address if you don't. I suspect the reason was that the 45 day clock started in Oct. 2019 and she moved out by year end and either didn't make arrangements for someone taking over, or if she did, that person didn't do what they should have. As you know, I spok to Bob P. and he told me he was only commissioned to attend to legalization to the extent he was handling Housing Court litigation about removing bedrooms.

We are trying to figure out if the Loft Board administrative decision that we just received has any good appealable issues.

Another possibility that I see is bringing a harassment case against the landlord personally and the corporation but there are down sides to that which we should discuss.

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Date: Oct 20, 2021 06:50 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Administrative determination

The deadline to appeal the decision received last week is Nov. 23. I am ready to talk about it when you have time. Please let me know what your schedule permits.

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Date: Oct 22, 2021 05:56 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Administrative determination

How's Monday afternoon?

Sent from ProtonMail for iOS

On Wed, Oct 20, 2021 at 14:50, Margaret Sandercock wrote:

The deadline to appeal the decision received last week is Nov. 23. I am ready to talk about it when you have time. Please let me know what your schedule permits.

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Date: Oct 22, 2021 05:57 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Loft Board administrative determination

Sent from ProtonMail for iOS

On Tue, Oct 19, 2021 at 18:06, Margaret Sandercock wrote:

I have reviewed the entire pile of papers.

Have you ever tried to talk to Heather Troy about why PAA agreements were not done, at least at the time of the 45 day clock, if not before? I just burdened her by getting her to testify as a rebuttal witness in Aaron Smulktis' case so I don't want to ask more of her now. I have her email address if you don't. I suspect the reason was that the 45 day clock started in Oct. 2019 and she moved out by year end and either didn't make arrangements for someone taking over, or if she did, that person didn't do what they should have. As you know, I spok to Bob P. and he told me he was only commissioned to attend to legalization to the extent he was handling Housing Court litigation about removing bedrooms.

We are trying to figure out if the Loft Board administrative decision that we just received has any good appealable issues.

Another possibility that I see is bringing a harassment case against the landlord personally and the corporation but there are down sides to that which we should discuss.

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Date: Oct 22, 2021 05:57 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Administrative determination

Yes, that will work for me. Do you have a time in mind?

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, October 22, 2021 at 1:56 PM

To: Margaret Sandercock

Subject: Re: Administrative determination

How's Monday afternoon?

Sent from ProtonMail for iOS

On Wed, Oct 20, 2021 at 14:50, Margaret Sandercock wrote:

The deadline to appeal the decision received last week is Nov. 23. I am ready to talk about it when you have time. Please let me know what your schedule permits.

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Date: Oct 22, 2021 05:58 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Administrative determination

My afternoon is flexible so let me know what works best for you.

Sent from ProtonMail for iOS

On Fri, Oct 22, 2021 at 13:57, Margaret Sandercock wrote:

Yes, that will work for me. Do you have a time in mind?

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, October 22, 2021 at 1:56 PM

To: Margaret Sandercock

Subject: Re: Administrative determination

How's Monday afternoon?

Sent from ProtonMail for iOS

On Wed, Oct 20, 2021 at 14:50, Margaret Sandercock wrote:

The deadline to appeal the decision received last week is Nov. 23. I am ready to talk about it when you have time. Please let me know what your schedule permits.

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Date: Oct 24, 2021 12:48 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Scheduling time to speak tomorrow

Best times for me would either be at 1 pm or 330 pm. Is either one possible for you?

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Date: Oct 25, 2021 03:39 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Scheduling time to speak tomorrow

I can do 1pm. Call me when you're ready. Thanks.

Sent from ProtonMail for iOS

On Sun, Oct 24, 2021 at 08:48, Margaret Sandercock wrote:

Best times for me would either be at 1 pm or 330 pm. Is either one possible for you?

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Date: Oct 25, 2021 03:40 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Scheduling time to speak tomorrow

What number shall I call at that time?

You said you wanted to do this in the afternoon, however, I can do it any time before 1 pm if you prefer.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, October 25, 2021 at 11:39 AM

To: Margaret Sandercock

Subject: Re: Scheduling time to speak tomorrow

I can do 1pm. Call me when you're ready. Thanks.

Sent from ProtonMail for iOS

On Sun, Oct 24, 2021 at 08:48, Margaret Sandercock wrote:

Best times for me would either be at 1 pm or 330 pm. Is either one possible for you?

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Date: Oct 25, 2021 04:01 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Scheduling time to speak tomorrow

If you are trying to call me, I am not in the office and I need to call you.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, October 25, 2021 at 11:39 AM

To: Margaret Sandercock

Subject: Re: Scheduling time to speak tomorrow

I can do 1pm. Call me when you're ready. Thanks.

Sent from ProtonMail for iOS

On Sun, Oct 24, 2021 at 08:48, Margaret Sandercock wrote:

Best times for me would either be at 1 pm or 330 pm. Is either one possible for you?

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Date: Oct 25, 2021 04:04 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Scheduling time to speak tomorrow

I have a meeting until 12:45 so let's plan for 1.

My number is (347) 756-0770

Sent from ProtonMail for iOS

On Mon, Oct 25, 2021 at 12:01, Margaret Sandercock wrote:

If you are trying to call me, I am not in the office and I need to call you.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, October 25, 2021 at 11:39 AM

To: Margaret Sandercock

Subject: Re: Scheduling time to speak tomorrow

I can do 1pm. Call me when you're ready. Thanks.

Sent from ProtonMail for iOS

On Sun, Oct 24, 2021 at 08:48, Margaret Sandercock wrote:

Best times for me would either be at 1 pm or 330 pm. Is either one possible for you?

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Date: Oct 25, 2021 04:13 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Scheduling time to speak tomorrow

No problem, I will call at 1.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, October 25, 2021 at 12:05 PM

To: Margaret Sandercock

Subject: Re: Scheduling time to speak tomorrow

I have a meeting until 12:45 so let's plan for 1.

My number is (347) 756-0770

Sent from ProtonMail for iOS

On Mon, Oct 25, 2021 at 12:01, Margaret Sandercock wrote:

If you are trying to call me, I am not in the office and I need to call you.

From:

Christian Gray

Reply-To: Christian Gray

Date: Monday, October 25, 2021 at 11:39 AM

To: Margaret Sandercock

Subject: Re: Scheduling time to speak tomorrow

I can do 1pm. Call me when you're ready. Thanks.

Sent from ProtonMail for iOS

On Sun, Oct 24, 2021 at 08:48, Margaret Sandercock wrote:

Best times for me would either be at 1 pm or 330 pm. Is either one possible for you?

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Date: Oct 27, 2021 07:36 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Appeal of administrative determination

As I am due to go on vacation which will use up some of the time between now and the date the appeal has to be submitted, I am eager to get started. In order to do so, I need to know who is participating in the appeal, that is, who I represent.

Also, I want to check up on who is still living in the building. Anyone who is, has to be served. Keeping the service list short is a way to control costs because the administrative determination and supporting papers is over 200pp and this has to be attached to every application served, so we will be mailing at least 250pp. to everyone served, and we will have to velobind each application and pay postage. We don't do velobind in house; we have to pay for it. I

do not have to serve those I represent. Last time we made service, for the Golden Drum units, we served only those people in the building that I don't represent and at that time I thought all there was that I don't represent was Sally Schmidt and Christopher

Kausch. Do you know if they are still in the building? Do you know if there are other people in the building besides those I represent, that I didn't account for the last time?

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Date: Oct 28, 2021 11:44 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Appeal of administrative determination

You need to serve all of the tenants in the whole building? I don't know exactly who is living in the building at the moment. I will find out, if need be.

I don't think that Sally Schmidt is living in the building. Christopher Kausch is no longer living in the building.

The members of the TA that you'll be representing are:

Christian Gray
Kathryn Downie
David May
Theodore Lockhart (and Phil Hubbard)

Erez does not require representation in this matter as he is happy with the layout that was filed for his unit. Erez remains an active member of the TA and you should represent him in any other matter, if necessary.

Aaron Smulkis and the Golden Drum units have given verbal agreements to join the TA if/when they receive coverage.

Let me know if you need anything else to get started.

Thank you.

Sent from ProtonMail for iOS

On Wed, Oct 27, 2021 at 15:36, Margaret Sandercock wrote:

As I am due to go on vacation which will use up some of the time between now and the date the appeal has to be submitted, I am eager to get started. In order to do so, I need to know who is participating in the appeal, that is, who I represent.

Also, I want to check up on who is still living in the building. Anyone who is, has to be served. Keeping the service list short is a way to control costs because the administrative determination and supporting papers is over 200pp and this has to be attached to every application served, so we will be mailing at least 250pp. to everyone served, and we will have to velobind each application and pay postage. We don't do velobind in house; we have to pay for it. I

do not have to serve those I represent. Last time we made service, for the Golden Drum units, we served only those people in the building that I don't represent and at that time I thought all there was that I don't represent was Sally Schmidt and Christopher

Kausch. Do you know if they are still in the building? Do you know if there are other people in the building besides those I represent, that I didn't account for the last time?

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Date: Oct 29, 2021 07:07 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Billing to 226 Franklin group

We are sending you a bill today; we have not had this group bill paid in 3 months. We'd appreciate being paid now and being paid monthly in future. Thanks.

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Date: Oct 29, 2021 07:48 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

October 29, 2021 - 3:48 PM

\$37.50

full transaction receipt

[View the Privacy Policies for Clover](#)

Date: Nov 01, 2021 09:12 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Billing to 226 Franklin group

Kathryn mailed you a check on Saturday morning before she left for her vacation in Mexico.

I was unaware that we were still carrying a balance. I was under the impression that Kate had paid the balance when the TA/she received the invoice. I will make sure that the future balances get paid in a timely manner.

Thank you.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Friday, October 29th, 2021 at 3:07 PM, Margaret Sandercock wrote:

We are sending you a bill today; we have not had this group bill paid in 3 months. We'd appreciate being paid now and being paid monthly in future. Thanks.

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Date: Nov 03, 2021 01:28 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Appeal of administrative determination

I need to know which unit numbers in the building are occupied by people I don't represent. Additional to the TA, as you are probably aware, I represent Post/Hanover, Smulkis, the 3 Golden Drum units. I don't need to know the names of occupants, just the unit numbers.

I know I said no affidavits, but I realize I need one affidavit, that I will write, for your signature. Main purpose is to confirm Heather's minutes and that the landlord said people could do their own work if they used a licensed and insured contractor and that PAA's were unrelated to the running of the 45 day clock. I will need an original signature, not just a scan.

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Date: Nov 03, 2021 03:20 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: Christian Gray

I asked Ed for an update. See below.

From: Edward Olmsted

Date: Wednesday, November 3, 2021 at 10:42 AM

To: Margaret Sandercock

Subject: Re: Christian Gray

yes

I think he is going to now go back to the landlord and discuss the remainder of the work. I think he has to save face a bit so I am trying to let him navigate this with the landlord. I'll keep you updated when I hear anything

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

On Nov 3, 2021, at 9:22 AM, Margaret Sandercock wrote:

Did you have the opportunity to speak with the landlord's expert?

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Date: Nov 03, 2021 08:06 PM

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Subject: Re: Appeal of administrative determination

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Appeal of administrative determination

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Reply-To: Christian Gray

Date: Wednesday, November 3, 2021 at 4:06 PM

To: Margaret Sandercock

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Date: Nov 03, 2021 08:09 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Appeal of administrative determination

On the affidavit, I drafted it but I am waiting for some scattered bits of info that we have in our office, so I will get it to you soon but not today.

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, November 3, 2021 at 4:06 PM

To: Margaret Sandercock

Subject: Re: Appeal of administrative determination

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From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Appeal of administrative determination

I understand.

What unit is Post/Hanover?

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Appeal of administrative determination

238 Franklin, unit F120 is what their lease says. The person before them was Zachary Dilgard.

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, November 3, 2021 at 4:10 PM

To: Margaret Sandercock

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2nd Floor: [Commercial Unit-8_(G-30)]

2nd Floor: [Commercial Unit-9_(G-53)]

1st Floor: [Commercial Unit-10_(G-25)]

Sent with ProtonMail Secure Email.

----- Original Message -----

On Wednesday, November 3rd, 2021 at 9:28 AM, Margaret Sandercock wrote:

I need to know which unit numbers in the building are occupied by people I don't represent. Additional to the TA, as you are probably aware, I represent Post/Hanover, Smulktis, the 3 Golden Drum units. I don't need to know the names of occupants, just the unit numbers.

I know I said no affidavits, but I realize I need one affidavit, that I will write, for your signature. Main purpose is to confirm Heather's minutes and that the landlord said people could do their own work if they used a licensed and insured contractor and that PAA's were unrelated to the running of the 45 day clock. I will need an original signature, not just a scan.

CONFIDENTIALITY: The information contained in this e-mail message is intended only for the designated recipient. The message may be an attorney/client communication, and if so, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you have received this e-mail in error. If you have received this e-mail in error, please call Goodfarb & Sandercock, LLP at (914) 428-3400 t

[Body truncated at extraction limit]

Date: Nov 03, 2021 08:27 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Appeal of administrative determination

Marty has filled many of the units that were vacated by former members of the TA. I don't know many of new tenants or what units, if any, are vacant.

The emergency work for the Franklin St. wall affected these two units:

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Marty may have filled them since the job was completed.

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On the affidavit, I drafted it but I am waiting for some scattered bits of info that we have in our office, so I will get it to you soon but not today.

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, November 3, 2021 at 4:06 PM

To: Margaret Sandercock

Subject: Re: Appeal of administrative determination

I will sign the affidavit. Let me know what I need to do.

Here is the list of Units that I extracted from the DOB set filed by Costa:

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Sent with
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Date: Nov 03, 2021 08:29 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Appeal of administrative determination

I am sorry I don't understand. Is the list the units you think are empty or occupied?

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, November 3, 2021 at 4:27 PM

To: Margaret Sandercock

Subject: Re: Appeal of administrative determination

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COMMERCIAL AREAS:

1st & 2nd Floor: (Main manufacturing space)
1st Floor: [Commercial Unit-2 (G-3)]

1st

[Body truncated at extraction limit]

Date: Nov 03, 2021 08:35 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Appeal of administrative determination

Occupied. Or potentially occupied. The two units that may still be unoccupied after the Franklin St wall job are:

2nd Floor: (IMD) Unit G-31; (Stephen Watts)
2nd Floor: (IMD) Unit G-32; (Canaan Folk-Reinke)

Sent from ProtonMail for iOS

On Wed, Nov 3, 2021 at 16:29, Margaret Sandercock wrote:

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Date: Nov 03, 2021 08:40 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Appeal of administrative determination

As soon as someone moves out, Marty puts the unit on the market, as documented by the various advertisements I have sent you of the former TA units that Marty did no legalizing work on before re-renting them. People have moved in to most of the units, as far as I know.

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Reply-To: Christian Gray

Date: Wednesday, November 3, 2021 at 4:06 PM

To: Margaret Sandercock

Subject: Re: Appeal of administrative determination

I will sign the affidavit. Let me know what I need to do.

Here is the list of Units that I extracted from the DOB set filed by Costa:

The list DOES NOT reflect who is currently residing in the units.

Units in Bold are members of the TA.

There is also a section at the end that list, Commercial Area, that designate the Commercial Units.

RESIDENTIAL AREAS:

1st Floor: (IMD) Unit-G5 (Nathan Wood)

1st Floor: (IMD) Unit-G4; (Sally Schmidt)

1st Floor: (Non-IMD) Unit-G1; (Michael Fisher)

1st Floor: (Non-IMD) Unit-G24 (Matthew Canale)

1st Floor: (IMD) Unit-G22; (David May)

1st Floor: (IMD) Unit-G23; (Ian Michael)

1st Floor: (IMD) Unit-G27; (Jean P. Kocher)

1st Floor: (IMD) Unit-F-7; (Christopher Kausch)

1st Floor: (Non-IMD) Unit-F-4 (Andrew Chee)

1st Floor: (IMD) Unit-F-5; (Melissa Tiarks)

1st Floor: (IMD) Unit-F-6; (Lisette Sacks)

2nd Floor: (IMD) Unit G-51; (Kathryn Downie)

2nd Floor: (Non-IMD) Unit G-52 (Matthew Z. Drye)

2nd Floor: (IMD) Unit G-54 (Louis De Rose)

2nd Floor: (IMD) Unit G-55; (Golden Drum)

2nd Floor: (IMD) Unit G-14; (Debbie Liu)

2nd Floor: (IMD) Unit G-13; (Sonya Kitchell)

2nd Floor: (IMD) Unit G-12 (Theodore C. Lockhart)

2nd Floor: (Non-IMD) Unit G-11 (Kyra Rogowski)

2nd Floor: (IMD) Unit G-31; (Stephen Watts)

2nd Floor: (IMD) Unit G-32; (Canaan Folk-Reinke)

2nd Floor: (IMD) Unit G-33; (Brittany Whetnall)

2nd Floor: (IMD) Unit F-118; (Oliver Haslegrave)

2nd Floor: (IMD) Unit F-119; (Alan R. Tansey)

2nd Floor: (IMD) Unit F-120; (Alexandru G. Postelnicu)

2nd Floor: (IMD) Unit F-121; (Thiago D. Bueno)

2nd Floor: (IMD) Unit F-101 (Alex Sloane)

2nd Floor: (Non-IMD) Unit F-102 (Jose Cabaco)

2nd Floor: (Non-IMD) Unit F-103 (Amanda Picotte)

2nd Floor: (Non-IMD) Unit F-104 (Bryan Gregg)

2nd Floor: (IMD) Unit F-105; (Andrew Barlow)

2nd Floor: (IMD) Unit F-106; (Heather Troy)

2nd Floor: (IMD) Unit F-107; (Erez C. Horovitz & Toryl Hanna)

[Body truncated at extraction limit]

Date: Nov 05, 2021 12:18 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: =?utf-8?q?Today=E2=80=99s_question?=-

For the appeal of the administrative determination, I know why Phil and Theo don't want their unit legalized on the owner's plans. In very simple terms, why don't you want your unit legalized on the owner's plans? Do you know why David and Kate don't want the owner's plans?

On another subject, Phil and Theo got a new access notice. I really think we should be considering a harassment filing. I actually think it might work to get you the PAAs. Or bought out. I think you might misunderstand something about this type of application. Maybe we should discuss again.

Sent from my iPhone

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Date: Nov 08, 2021 07:06 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: =?utf-8?q?Re:_Today=E2=80=99s_question?=-

I'm gathering the TA's responses and will have it to you later this eve or tomorrow.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Friday, November 5th, 2021 at 8:18 AM, Margaret Sandercock <mbs@goodfarblaw.com> wrote:

> For the appeal of the administrative determination, I know why Phil and Theo don't want their unit legalized on the owner's plans. In very simple terms, why don't you want your unit legalized on the owner's plans? Do you know why David and Kate don't want the owner's plans?

>

> On another subject, Phil and Theo got a new access notice. I really think we should be considering a harassment filing. I actually think it might work to get you the PAAs. Or bought out. I think you might misunderstand something about this type of application. Maybe we should discuss again.

>

> Sent from my iPhone

>

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Date: Nov 08, 2021 09:42 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: =?utf-8?q?Re:_Today=E2=80=99s_question?=

Here are the responses from the TA:

Erez doesn't need to make changes to the layout of his unit.

David May

The approved plans don't reflect compromise or input from the tenant and are not meant to accommodate tenant usage.

The landlord originally rented me a 4 bedroom space, with open living and dining space. through the process they have not tried to maintain a plan that accounts for its current usage.

Besides removing two of the three bedrooms and converting the remaining bedroom into an alcove, their plan adds three large closets in what is currently living and dining space. The new closets restrict natural light and air to half of the unit and create a hallway in the place of open space. The new walls/closets also section off the kitchen area creating a narrow dead space that isn't functional and has no natural light.

I am told by the landlord that the closets (and their placement) are a requirement by the dob. My architect says the landlord is applying dob rules incorrectly and they do not need to add the closets.

I did not agree to the closets. If something was found to be required after our last loft board meeting I wasn't consulted. Or news of the changes were minimized by the landlord in communications and I did not know the extent. I wasn't consulted about the closets, their placement, etc. in a process where we are meant to work with each other to come to a solution that doesn't completely disrupt usage.

they rented me a 4 bedroom apt for 2750.00 now they plan of turning it into a one "alcove" unit with a series of closets obstructing light and air for 3000.00

-functional space in the apartment shrinks considerably with the creation of new closets, hallway, and dead space.

-no natural slight reaches half the apt with new closets/walls

-incorrect application of rules landlord has added closets to disrupt space beyond 30' from exterior windows, it's my understanding to make it uninhabitable beyond thirty feet. My proposals should meet dob needs without compromising space/usage, their proposal disturbs all that as well as detrimental effects on light and air circulation.

Kathryn Downie

Reasons for not wanting my Loft legalized according to the landlords plans.

1. The main reason - My common area has no fresh light or air. Originally Marty was going to have to make these changes, then his architect figured out that he doesn't have to because he can legally call my common area/ dining room a foyer. I wish the loft board hadn't let them get away with that, but I want fresh air and light in my common area and kitchen so I had agreed to pay to have the work done myself. (Alex has it in the plans I paid him for)

I've taken days off work to go to past NS meetings at the Loft Board and everyone agrees to put it in the plans. Marty's architect drew a line on the plans right in front of everyone but then it doesn't end up in the plans.

2. They are calling my personal bedroom a living room, it is not, it is a bedroom, my bedroom. My apartment is a 4 bedroom, not a 3 bedroom.

3. I don't want the main furnace in my bedroom I want it in the common area.

4. There is all these electrical switch boards in my bedroom that are for the factory downstairs. They make a very loud buzzing sound and have nothing to do with my apartment. I want them removed. (And in their place I want the an extra window to go there and not where they have it on the plans.

Let me know if you have any questions,

Kate

Christian Gray

My home was destroyed by a flood due to a section on the sprinkler system breaking off in the unit located above my unit. The NYFD cited my landlord as at fault due to improper sprinkler maintenance. The landlord made no effort to clean up water damage until six and a half weeks later which led to a major mold infestation. As a result the mold remediation agreed to by the landlord's environmental expert, ALC, and the environmental expert that represents myself and my unit G21, Ed Olmstead, requires the demolition of the majority of the wall and ceiling systems in the unit. Prior to this happening the landlord gave me his word that I could build whatever I wanted in the apartment, including a total redesign, as long as I contracted a licensed architect and licensed and insured GC to do the work. This was part of the PAA agreement that all parties involved had come to. The landlord specifically asked me not to file any amendments until after the DOB set was approved, so as per his request, I did not. I took him at his word and trusted that he would follow through with what he promised.

The reasons why I want to make changes to the drawings on file with the DOB:

The structures that make up the interior of my unit, G21, need to be re-insulated and the drywall needs to be reinstalled as outlined in the mold remediation agreed to by all parties involved. In the case of the Recording Studios, much of the framing will have to be removed in order to reapply the multiple drywall, green glue, and acousti

[Body truncated at extraction limit]

Date: Nov 09, 2021 01:02 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: =?utf-8?q?Re:_Today=E2=80=99s_question?=

I am on vacation as previously mentioned. Back to work the 15th.

Sent from my iPhone

On Nov 8, 2021, at 11:43 AM, Christian Gray wrote:

Here are the responses from the TA:

Erez doesn't need to make changes to the layout of his unit.

David May

The approved plans don't reflect compromise or input from the tenant and are not meant to accommodate tenant usage.

The landlord originally rented me a 4 bedroom space, with open living and dining space. through the process they have not tried to maintain a plan that accounts for its current usage.

Besides removing two of the three bedrooms and converting the remaining bedroom into an alcove, their plan adds three large closets in what is currently living and dining space. The new closets restrict natural light and air to half of the unit and create a hallway in the place of open space. The new walls/closets also section off the kitchen area creating a narrow dead space that isn't functional and has no natural light.

I am told by the landlord that the closets (and their placement) are a requirement by the dob. My architect says the landlord is applying dob rules incorrectly and they do not need to add the closets.

I did not agree to the closets. If something was found to be required after our last loft board meeting I wasn't consulted. Or news of the changes were minimized by the landlord in communications and I did not know the extent. I wasn't consulted about the closets, their placement, etc. in a process where we are meant to work with each other to come to a solution that doesn't completely disrupt usage.

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-functional space in the apartment shrinks considerably with the creation of new closets, hallway, and dead space.

-no natural light reaches half the apt with new closets/walls

-incorrect application of rules landlord has added closets to disrupt space beyond 30' from exterior windows, it's my understanding to make it uninhabitable beyond thirty feet. My proposals should meet dob needs without compromising space/usage, their proposal disturbs all that as well as detrimental effects on light and air circulation.

Kathryn Downie

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I've taken days off work to go to past NS meetings at the Loft Board and everyone agrees to put it in the plans. Marty's architect drew a line on the plans right in front of everyone but then it doesn't end up in the plans.

2. They are calling my personal bedroom a living room, it is not, it is a bedroom, my bedroom. My apartment is a 4 bedroom, not a 3 bedroom.

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Let me know if you have any questions,

Kate

Christian Gray

My home was destroyed by a flood due to a section on the sprinkler system breaking off in the unit located above my unit. The NYFD cited my landlord as at fault due to improper sprinkler maintenance. The landlord made no effort to clean up water damage until six and a half weeks later which led to a major mold infestation. As a result the mold remediation agreed to by the landlord's environmental expert, ALC, and the environmental expert that represents myself and my unit G21, Ed Olmstead, requires the demolition of the majority of the wall and ceiling systems in the unit. Prior to this happening the landlord gave me his word that I could build whatever I wanted in the apartment, including a total redesign, as long as I contracted a licensed architect and licensed and insured GC to do the work. This was part of the PAA agreement that all parties involved had come to. The landlord specifically asked me not to file any amendments until after the DOB set was approved, so as per his request, I did not. I took him at his word and trusted that he would follow through with what he promised.

The reasons why I want to make changes to the drawings on file with the DOB:

The structures that make up the interior of my unit, G21, need to be re-insulated and the drywall needs to be reinstalled as outlined in the mold remediation agreed to
[Body truncated at extraction limit]

Date: Nov 09, 2021 03:36 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: =?utf-8?q?Re:_Today=E2=80=99s_question?=

Sounds good. Enjoy

Sent from ProtonMail for iOS

On Mon, Nov 8, 2021 at 20:02, Margaret Sandercock wrote:

I am on vacation as previously mentioned. Back to work the 15th.

Sent from my iPhone

On Nov 8, 2021, at 11:43 AM, Christian Gray wrote:

Here are the responses from the TA:

Erez doesn't need to make changes to the layout of his unit.

David May

The approved plans don't reflect compromise or input from the tenant and are not meant to accommodate tenant usage.

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Christian Gray

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The reasons why I want to make changes to the drawings on file with the DOB:

The structures that make up the int

[Body truncated at extraction limit]

Date: Nov 14, 2021 09:00 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: various

I am back in NY. Your affidavit for the appeal of the administrative determination is with my assistant and will be available for your review tomorrow. I am also available as soon as possible, any afternoon this week, to discuss a harassment case.

Concerning your affidavit, we need it back signed and notarized this week. You can either come to our office to do this, but need an appointment so someone is there to meet you, or go to a local notary in your area. We do need the original affidavit signed with a pen, so even if you are not relying on us to notarize, you will need to drop it off at our office when someone is there, or use an express mail service. We cannot use the Post Office because the Post Office seems to be failing due to the coming holidays, and our local Post Office is awful anyway.

These papers are due at the LB 11/23 but we cannot file them at the last moment.

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Date: Nov 16, 2021 03:13 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Affidavit

Please see the attached affidavit. It needs to be signed before a notary and the original given to our office this week. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Nov 17, 2021 08:39 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: Re: Affidavit

I have made that correction. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: Christian Gray

Reply-To: Christian Gray

Date: Wednesday, November 17, 2021 at 3:31 PM

To: Jenifer Orefice

Subject: Re: Affidavit

Hi Jennifer,

This looks good. There is a typo on the date in item 12. "202".

I will sign it. I can drive up tomorrow to the office, if need be. I got a message from Margaret in my VM and will listen to it now.

Thank you.

Sent from ProtonMail for iOS

On Tue, Nov 16, 2021 at 10:13, Jenifer Orefice wrote:

Please see the attached affidavit. It needs to be signed before a notary and the original given to our office this week. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

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Date: Nov 17, 2021 08:42 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: If you are coming to our office tomorrow

Please let us know and set a timeframe, we can come down with the affidavit and watch you sign so we can notarize. But if we have no idea when you are coming, that would be a problem. We are seldom here before 10 am unless we have a court conference, for instance. I sometimes transact some business at home before I come in, which means if you want to come in the morning, I have to have Elizabeth aware of your plans.

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Date: Nov 17, 2021 08:34 PM

From: "Margaret Sandercock" <mbsandercock@optonline.net>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Erect

He's in on the harassment case.

Sent from my iPhone

Date: Nov 18, 2021 03:09 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbsandercock@optonline.net>

Subject: Re: Erect

I've heard from everyone except Phil.

Erez, David, Kate, and I are a yes.

I'll check back in with Phil tomorrow. I don't see why he wouldn't join but I'll get a confirmation.

Sent from ProtonMail for iOS

On Wed, Nov 17, 2021 at 20:34, Margaret Sandercock wrote:

He's in on the harassment case.

Sent from my iPhone

Date: Nov 18, 2021 03:55 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbsandercock@optonline.net>

Subject: Re: Erect

Phil and Theo are a yes too. So the whole TA is a yes.

Sent from ProtonMail for iOS

On Wed, Nov 17, 2021 at 20:34, Margaret Sandercock wrote:

He's in on the harassment case.

Sent from my iPhone

Date: Nov 19, 2021 08:20 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: IMPORTANT

As of now we don't have your affidavit and didn't hear from you your plans to get it to us. We expected it yesterday or today. We need it absolutely by first thing Monday. The deadline cannot be extended.

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Date: Nov 19, 2021 08:28 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: IMPORTANT

I am taking it to the notary now and will make sure it is there first thing Monday morning, whether Fedex can deliver in time or I drive up.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Friday, November 19th, 2021 at 3:20 PM, Margaret Sandercock wrote:

As of now we don't have your affidavit and didn't hear from you your plans to get it to us. We expected it yesterday or today. We need it absolutely by first thing Monday. The deadline cannot be extended.

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Date: Nov 19, 2021 08:32 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: IMPORTANT

Here is the problem of drive up. If you want to enter the building, you have to be on a list. If you want us to come down so you don't have to park, we have to be here to do that. I have to go to the Loft Board. Monday morning and I know I won't be here first thing.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, November 19, 2021 at 3:28 PM

To: Margaret Sandercock

Subject: Re: IMPORTANT

I am taking it to the notary now and will make sure it is there first thing Monday morning, whether Fedex can deliver in time or I drive up.

Sent with
ProtonMail Secure Email.

----- Original Message -----

On Friday, November 19th, 2021 at 3:20 PM, Margaret Sandercock wrote:

As of now we don't have your affidavit and didn't hear from you your plans to get it to us. We expected it yesterday or today. We need it absolutely by first thing Monday. The deadline cannot be extended.

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Date: Nov 19, 2021 09:44 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: IMPORTANT

Notarized. I just shipped it out via UPS for delivery tomorrow by end of day.

Sent from ProtonMail for iOS

On Fri, Nov 19, 2021 at 15:32, Margaret Sandercock wrote:

Here is the problem of drive up. If you want to enter the building, you have to be on a list. If you want us to come down so you don't have to park, we have to be here to do that. I have to go to the Loft Board. Monday morning and I know I won't be here first thing.

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Date: Nov 19, 2021 09:58 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: Re: IMPORTANT

We are not here tomorrow, it's Sat. I hope they re deliver on time. We might have to have you re do this.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, November 19, 2021 at 4:45 PM

To: Margaret Sandercock

Subject: Re: IMPORTANT

Notarized. I just shipped it out via UPS for delivery tomorrow by end of day.

Sent from ProtonMail for iOS

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Christian Gray

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Date: Nov 19, 2021 10:13 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: IMPORTANT

Do you want me to meet you in the city on Monday with another copy of it Notarized? If need be I can drive it up on Sunday, or possibly tomorrow eve.

Either way the package should be there on Monday morning, if not by tomorrow, end of day.

Let me know and if I need to I'll get another copy notarized.

Sent from ProtonMail for iOS

On Fri, Nov 19, 2021 at 16:58, Margaret Sandercock wrote:

We are not here tomorrow, it's Sat. I hope they re deliver on time. We might have to have you re do this.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, November 19, 2021 at 4:45 PM

To: Margaret Sandercock

Subject: Re: IMPORTANT

Notarized. I just shipped it out via UPS for delivery tomorrow by end of day.

Sent from ProtonMail for iOS

On Fri, Nov 19, 2021 at 15:32, Margaret Sandercock wrote:

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From:
Christian Gray

Reply-To: Christian Gray

Date: Friday, November 19, 2021 at 3:28 PM

To: Margaret Sandercock

Subject: Re: IMPORTANT

I am taking it to the notary now and will make sure it is there first thing Monday morning, whether Fedex can deliver in time or I drive up.

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ProtonMail Secure Email.

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Date: Nov 19, 2021 10:44 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: IMPORTANT

Is there another address you'd like me to send this to? Please let me know ASAP. I just go two copies notarized and I'm in front of the ups store.

Sent from ProtonMail for iOS

On Fri, Nov 19, 2021 at 16:58, Margaret Sandercock wrote:

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From: Christian Gray

Reply-To: Christian Gray

Date: Friday, November 19, 2021 at 4:45 PM

To: Margaret Sandercock

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Date: Nov 20, 2021 12:58 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: IMPORTANT

I don't know what to tell you. The last time we had a Sat. delivery, we didn't receive it till Monday night. If we hadn't stayed in the office extra late. Monday, we wouldn't have gotten it. Elizabeth is in fact working in the office tomorrow but they don't allow delivery services upstairs except 8 to 6, M-F.

I guess I suggest you send one tomorrow before the Monday morning cutoff, by Fed Ex. Their cutoff should be 12 noon, depending where you are, and mark it Monday delivery in case we don't get the other one.

From: Christian Gray

Reply-To: Christian Gray

Date: Friday, November 19, 2021 at 5:44 PM

To: Margaret Sandercock

Subject: Re: IMPORTANT

Is there another address you'd like me to send this to? Please let me know ASAP. I just go two copies notarized and I'm in front of the ups store.

Sent from ProtonMail for iOS

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Christian Gray

Reply-To: Christian Gray

Date: Friday, November 19, 2021 at 4:45 PM

To: Margaret Sandercock

Subject: Re: IMPORTANT

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Sent from ProtonMail for iOS

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From:
Christian Gray

Reply-To: Christian Gray

Date: Friday, November 19, 2021 at 3:28 PM

To: Margaret Sandercock

Subject: Re: IMPORTANT

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[Body truncated at extraction limit]

Date: Nov 22, 2021 04:20 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: TWO VERY IMPORTANT THINGS

We do not have any affidavit from you. You need to trace whatever you sent.

The Golden Drum units proposed a settlement that the landlord eventually accepted. I need to confirm to the judge that the case is settled. I think they may want to renege on the settlement THEY proposed, as Laura is not getting back to me. I have told her it's not acceptable, but still no response. If you have any ability to deal with her, I would appreciate your help.

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Date: Nov 22, 2021 05:10 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Elizabeth Sandercock email

es@Goodfarblaw.com

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Nov 22, 2021 05:11 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: TWO VERY IMPORTANT THINGS

1. The tracking info said it was delivered today at 11:15am.

2. I'll reach out to Laura. I had no idea that they proposed a settlement.

Sent from ProtonMail for iOS

On Mon, Nov 22, 2021 at 11:20, Margaret Sandercock wrote:

We do not have any affidavit from you. You need to trace whatever you sent.

The Golden Drum units proposed a settlement that the landlord eventually accepted. I need to confirm to the judge that the case is settled. I think they may want to renege on the settlement THEY proposed, as Laura is not getting back to me. I have told her it's not acceptable, but still no response. If you have any ability to deal with her, I would appreciate your help.

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Date: Nov 22, 2021 05:12 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Jenifer Orefice" <jo@goodfarblaw.com>

Subject: Re: Elizabeth Sandercock email

Received. Thank you.

Sent from ProtonMail for iOS

On Mon, Nov 22, 2021 at 12:10, Jenifer Orefice wrote:

es@Goodfarblaw.com

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Nov 22, 2021 05:26 PM

From: "Elizabeth Sandercock" <es@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Affidavit Drop-off

Thanks, Christian. I'll see you later.

Get Outlook for iOS

From: Christian Gray

Sent: Monday, November 22, 2021 12:14:52 PM

To: Elizabeth Sandercock

Subject: Affidavit Drop-off

Hi Elizabeth,

I'll be able to head into the city after I finish a meeting that starts at 1:30 and will go until about 2:15. I'll let you know when I'm on my way to the train with an eta at the office.

Sent from ProtonMail for iOS

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Date: Nov 22, 2021 08:10 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: Re: Affidavit Drop-off

Eta 3:34pm.

Sent from ProtonMail for iOS

On Mon, Nov 22, 2021 at 12:26, Elizabeth Sandercock wrote:

Thanks, Christian. I'll see you later.

Get Outlook for iOS

From: Christian Gray

Sent: Monday, November 22, 2021 12:14:52 PM

To: Elizabeth Sandercock

Subject: Affidavit Drop-off

Hi Elizabeth,

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Sent from ProtonMail for iOS

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Date: Nov 22, 2021 08:26 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "erez horovitz" <ehorovitz@gmail.com>, "philhub" <philhub@protonmail.com>, "Theodore Lockhart" <tclockhart67@gmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>

Subject: FW: 226 Franklin--Harassment Application

Above is the harassment application filed today on your behalf. This application can be amended without problems or undue expense up to the date of the first conference. I don't know the backlog on harassment cases but it's at least a few months. Therefore, if anything comes up that might be harassment, please tell me. Even more important, what other tenants said might lead you to know you were harassed in the same way but didn't mention it to me. A good example of this is Erez' statements about slow repairs. You may all have that problem. Also, if something in the application is wrong, please let me know.

We are planning on sending you a bill on Weds. By that time, the administrative appeal will also be filed. This is not a bill you can pay weeks later, as we advanced application fees for the harassment application and also for the administrative appeal, for velobinding and postage and other expenses associated with service and filing. We would appreciate payment when you receive the bill, if at all possible.

From: Elizabeth Sandercock

Date: Monday, November 22, 2021 at 3:15 PM

To: Margaret Sandercock

Subject: 226 Franklin--Harassment Application

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Date: Nov 22, 2021 08:30 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Edward Olmsted" <olmsted.mac@mac.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: 226 Franklin owner's expert

I have not been contacted about remediation resuming; do you have any update on it? Is it time for me to agitate with the owner's lawyer?

Also, Ed, FYI, the tenants including Christian are suing the landlord for harassment, in case you learn of or observe anything useful in that regard.

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Date: Nov 22, 2021 03:32 PM

From: "Edward Olmsted" <olmsted.mac@mac.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: 226 Franklin owner's expert

Not yet
I have been discussing with jack g lass
Will touch base with him tomorrow

Sent from olmsted's iPhone

On Nov 22, 2021, at 3:30 PM, Margaret Sandercock wrote:

I have not been contacted about remediation resuming; do you have any update on it? Is it time for me to agitate with the owner's lawyer?

Also, Ed, FYI, the tenants including Christian are suing the landlord for harassment, in case you learn of or observe anything useful in that regard.

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Date: Nov 24, 2021 11:23 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Subject: FW: 226 Franklin--Appeal of Administrative Determination

Below is the appeal from administrative determination that we prepared. I will leave it to you about distributing to the group.

This set of papers, when replied to by the landlord, will go before the entire Loft Board. The Board can affirm the decision we appealed from, reverse it or have factfinding conducted either at the Loft Board or at Oath. In other words, unlike other filings at the Loft Board that automatically go to Oath, this one does not.

I should tell you that both the Loft Board director and deputy director resigned last week. The most senior attorney left at the Loft Board is practicing around 5 years. You've met him, Mr Clarke, and he's a nice person but I am not impressed with him in any way as a lawyer. I do not think anything much will happen with this appeal until some time after there is a new director.

When I worked at the Loft Board, even the directorship was not political, and I was deputy director and my job was absolutely not political. I think this has changed and it doesn't surprise me that much to have the director resign due to the new incoming administration. However, he is only there 6 months and the last time administrations changed, it took them a year to get a new director so he could have had at least another year.

I still have a problem with the Golden Drum because they told me to make a settlement proposal and once made, they won't honor it. Usually I don't continue as counsel for people who do things like that. I don't expect you to do anything about it, you have done what you can, and I'm thinking you expect me to represent them, so I'm not sure what to do.

Have a lovely holiday.

From: Elizabeth Sandercock

Date: Wednesday, November 24, 2021 at 2:42 PM

To: Margaret Sandercock

Subject: 226 Franklin--Appeal of Administrative Determination

<https://www.dropbox.com/s/eyeh8z7xbitobq8/Appeal%20of%20Administrative%20Determination.pdf?dl=0>

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Date: Nov 29, 2021 04:10 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>

Subject: Billing

We billed you last week and had let you know in advance to expect the bill. As a group, we would have wanted you to collect money in advance, as our bills pursuant to our retainer agreement are payable on receipt. Would you please pay your bill? Thank you.

Group members, if they know their individual share, can call and pay by credit card. We'd like to ask that people pay tomorrow insofar as possible. The last time we had bills for your group, it went unpaid 90 days. In Nov. I put aside the needs of other clients to get your work done. Thus, we need to invoke the terms of your retainer agreement which permits us to require immediate payment.

Please don't ignore this email. We need you to answer and advise us when we will be paid.

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Date: Nov 29, 2021 04:13 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Billing

I told Kate that the bill needed to be paid immediately when I received the email that you sent to the both of us. I'll check in with her now.

Sent from ProtonMail for iOS

On Sun, Nov 28, 2021 at 23:10, Margaret Sandercock wrote:

We billed you last week and had let you know in advance to expect the bill. As a group, we would have wanted you to collect money in advance, as our bills pursuant to our retainer agreement are payable on receipt. Would you please pay your bill? Thank you.

Group members, if they know their individual share, can call and pay by credit card. We'd like to ask that people pay tomorrow insofar as possible. The last time we had bills for your group, it went unpaid 90 days. In Nov. I put aside the needs of other clients to get your work done. Thus, we need to invoke the terms of your retainer agreement which permits us to require immediate payment.

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Date: Nov 29, 2021 04:23 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Billing

This isn't new. Groups need to collect in advance and pay us when they get the bill.

Sent from my iPhone

On Nov 28, 2021, at 11:13 PM, Christian Gray wrote:

I told Kate that the bill needed to be paid immediately when I received the email that you sent to the both of us. I'll check in with her now.

Sent from ProtonMail for iOS

On Sun, Nov 28, 2021 at 23:10, Margaret Sandercock wrote:

We billed you last week and had let you know in advance to expect the bill. As a group, we would have wanted you to collect money in advance, as our bills pursuant to our retainer agreement are payable on receipt. Would you please pay your bill? Thank you.

Group members, if they know their individual share, can call and pay by credit card. We'd like to ask that people pay tomorrow insofar as possible. The last time we had bills for your group, it went unpaid 90 days. In Nov. I put aside the needs of other clients to get your work done. Thus, we need to invoke the terms of your retainer agreement which permits us to require immediate payment.

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Date: Nov 29, 2021 04:26 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Billing

We collected dues recently for that purpose. I don't know why Kate hasn't paid the bill. I texted her a few minutes ago and haven't heard back from her yet.

Sent from ProtonMail for iOS

On Sun, Nov 28, 2021 at 23:23, Margaret Sandercock wrote:

This isn't new. Groups need to collect in advance and pay us when they get the bill.

Sent from my iPhone

On Nov 28, 2021, at 11:13 PM, Christian Gray wrote:

I told Kate that the bill needed to be paid immediately when I received the email that you sent to the both of us. I'll check in with her now.

Sent from ProtonMail for iOS

On Sun, Nov 28, 2021 at 23:10, Margaret Sandercock wrote:

We billed you last week and had let you know in advance to expect the bill. As a group, we would have wanted you to collect money in advance, as our bills pursuant to our retainer agreement are payable on receipt. Would you please pay your bill? Thank you.

Group members, if they know their individual share, can call and pay by credit card. We'd like to ask that people pay tomorrow insofar as possible. The last time we had bills for your group, it went unpaid 90 days. In Nov. I put aside the needs of other clients to get your work done. Thus, we need to invoke the terms of your retainer agreement which permits us to require immediate payment.

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Date: Nov 29, 2021 02:51 PM

From: "Kathryn Downie" <downiekathryn@hotmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Billing

Understood, thanks Margret.

That last bill for about \$1000 we did pay right away. Apologies about the one before that, since it was just \$35 and I have to send it by check I let it go 60 day until there was another amount added to it bringing it

to \$210 before I paid it.

We appreciate all the hard work you do for us.

Because the bill was sent to me on Tuesday I was waiting until after the holiday weekend to ask for dues from the other tenants.

Also, Christian and I seemed to have had a miscommunication and I had been waiting to hear back from him. That normally does happen.

We can have this paid by the end of the week. Currently we have \$2000. Would you prefer I send you a check for that amount today, and pay the rest at the end of the week? Or would you like us to just have it paid in one check at the end of the week.

Again, thanks for all you do and sorry this was not taken care of asap. I was waiting until Monday to get things figured out and that was my mistake.

Kate

From: Margaret Sandercock

Sent: Sunday, November 28, 2021 11:10 PM

To: Christian Gray ; Kathryn Downie

Subject: Billing

We billed you last week and had let you know in advance to expect the bill. As a group, we would have wanted you to collect money in advance, as our bills pursuant to our retainer agreement are payable on receipt. Would you please pay your bill? Thank you.

Group members, if they know their individual share, can call and pay by credit card. We'd like to ask that people pay tomorrow insofar as possible. The last time we had bills for your group, it went unpaid 90 days. In Nov. I put aside the needs of other clients to get your work done. Thus, we need to invoke the terms of your retainer agreement which permits us to require immediate payment.

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Date: Nov 29, 2021 03:39 PM

From: "Kathryn Downie" <downiekathryn@hotmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Jenifer Orefice" <jo@goodfarblaw.com>, "christiangray3@protonmail.com" <christiangray3@protonmail.com>

Subject: Re: Billing

I just called to make a partial payment with my personal credit card

but I just got a voice message at both extensions I tried (Jennifer's and Goodfarb's I'll try again later today.

Kate

From: Margaret Sandercock

Sent: Sunday, November 28, 2021 11:10 PM

To: Christian Gray ; Kathryn Downie

Subject: Billing

We billed you last week and had let you know in advance to expect the bill. As a group, we would have wanted you to collect money in advance, as our bills pursuant to our retainer agreement are payable on receipt. Would you please pay your bill? Thank you.

Group members, if they know their individual share, can call and pay by credit card. We'd like to ask that people pay tomorrow insofar as possible. The last time we had bills for your group, it went unpaid 90 days. In Nov.

I put aside the needs of other clients to get your work done. Thus, we need to invoke the terms of your retainer agreement which permits us to require immediate payment.

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Date: Nov 29, 2021 05:26 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

November 29, 2021 - 12:25 PM

\$1,000.00

full transaction receipt

[View the Privacy Policies for Clover](#)

Date: Nov 29, 2021 05:32 PM

From: "Kathryn Downie" <downiekathryn@hotmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Billing

Sorry, I meant that "normally doesn't happen"

Our texts to each other weren't going through for some reason.

From: Kathryn Downie

Sent: Monday, November 29, 2021 9:51 AM

To: Margaret Sandercock ; Christian Gray

Subject: Re: Billing

Understood, thanks Margret.

That last bill for about \$1000 we did pay right away. Apologies about the one before that, since it was just \$35 and I have to send it by check I let it go 60 day until there was another amount added to it bringing it to \$210 before I paid it.

We appreciate all the hard work you do for us.

Because the bill was sent to me on Tuesday I was waiting until after the holiday weekend to ask for dues from the other tenants.

Also, Christian and I seemed to have had a miscommunication and I had been waiting to hear back from him. That normally does happen.

We can have this paid by the end of the week. Currently we have \$2000. Would you prefer I send you a check for that amount today, and pay the rest at the end of the week? Or would you like us to just have it paid in one check at the end of the week.

Again, thanks for all you do and sorry this was not taken care of asap. I was waiting until Monday to get things figured out and that was my mistake.

Kate

From: Margaret Sandercock

Sent: Sunday, November 28, 2021 11:10 PM

To: Christian Gray ; Kathryn Downie

Subject: Billing

We billed you last week and had let you know in advance to expect the bill. As a group, we would have wanted you to collect money in advance, as our bills pursuant to our retainer agreement are payable on receipt. Would you please pay your bill? Thank you.

Group members, if they know their individual share, can call and pay by credit card. We'd like to ask that people pay tomorrow insofar as possible. The last time we had bills for your group, it went unpaid 90 days. In Nov. I put aside the needs of other clients to get your work done. Thus, we need to invoke the terms of your retainer agreement which permits us to require immediate payment.

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Date: Dec 01, 2021 02:01 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Laura Murtagh" <ljkassner1@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Contractor

A board member in a Loft Law coop that I represent is looking for a contractor for loft renovations in Manhattan. Do you think Rainbow would be suitable to suggest? It's a small, informal coop but licensure and Insurance are necessary.

Sent from my iPhone

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Date: Dec 02, 2021 07:40 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Contractor

Yes, I recommend Rainbow. Sebastian is very trustworthy and capable GC.

On Wed, Dec 1, 2021 at 09:01, Margaret Sandercock wrote:

A board member in a Loft Law coop that I represent is looking for a contractor for loft renovations in Manhattan. Do you think Rainbow would be suitable to suggest? It's a small, informal coop but licensure and Insurance are necessary.

Sent from my iPhone

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Date: Dec 02, 2021 01:15 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Contractor

How do I reach them?

Sent from my iPhone

On Dec 2, 2021, at 2:41 AM, Christian Gray wrote:

Yes, I recommend Rainbow. Sebastian is very trustworthy and capable GC.

On Wed, Dec 1, 2021 at 09:01, Margaret Sandercock wrote:

A board member in a Loft Law coop that I represent is looking for a contractor for loft renovations in Manhattan. Do you think Rainbow would be suitable to suggest? It's a small, informal coop but licensure and Insurance are necessary.

Sent from my iPhone

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Date: Dec 02, 2021 02:04 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

December 02, 2021 - 9:03 AM

\$37.50

full transaction receipt

View the Privacy Policies for
Clover

Date: Dec 02, 2021 05:53 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Contractor

I just texted him to ask if I could give him your phone number. I'm sure he will approve but I will wait until I hear from him.

The email is available on the website, I think.

I just heads back from him. His number is.

+1 (718) 490-4658

He is expecting your phone call.

Sebastian is a dear friend and I trust him, without a doubt.

Sent from ProtonMail for iOS

On Thu, Dec 2, 2021 at 08:15, Margaret Sandercock wrote:

How do I reach them?

Sent from my iPhone

On Dec 2, 2021, at 2:41 AM, Christian Gray wrote:

Yes, I recommend Rainbow. Sebastian is very trustworthy and capable GC.

On Wed, Dec 1, 2021 at 09:01, Margaret Sandercock wrote:

A board member in a Loft Law coop that I represent is looking for a contractor for loft renovations in Manhattan. Do you think Rainbow would be suitable to suggest? It's a small, informal coop but licensure and Insurance are necessary.

Sent from my iPhone

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Date: Dec 02, 2021 06:17 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Contractor

Not my call, my client Annette Weintraub. I passed on the info to her.

Sent from my iPhone

On Dec 2, 2021, at 12:53 PM, Christian Gray wrote:

I just texted him to ask if I could give him your phone number. I'm sure he will approve but I will wait until I hear from him.

The email is available on the website, I think.

I just heads back from him. His number is.

+1 (718) 490-4658

He is expecting your phone call.

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Sent from ProtonMail for iOS

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Sent from my iPhone

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Date: Dec 04, 2021 08:01 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: TWO VERY IMPORTANT THINGS

On Mon, Nov 22, 2021 at 12:11, Christian Gray wrote:

1. The tracking info said it was delivered today at 11:15am.
2. I'll reach out to Laura. I had no idea that they proposed a settlement.

Sent from ProtonMail for iOS

On Mon, Nov 22, 2021 at 11:20, Margaret Sandercock wrote:

We do not have any affidavit from you. You need to trace whatever you sent.

The Golden Drum units proposed a settlement that the landlord eventually accepted. I need to confirm to the judge that the case is settled. I think they may want to renege on the settlement THEY proposed, as Laura is not getting back to me. I have told her it's not acceptable, but still no response. If you have any ability to deal with her, I would appreciate your help.

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Date: Dec 04, 2021 09:49 PM

From: "Laura Murtagh" <ljkassner1@gmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>, "sebastian rogowski" <rainbowhomeimprovement@gmail.com>
Subject: Re: Contractor

Yes, sure. I'm copying them here.

On Wed, Dec 1, 2021 at 9:01 AM Margaret Sandercock wrote:

A board member in a Loft Law coop that I represent is looking for a contractor for loft renovations in Manhattan. Do you think Rainbow would be suitable to suggest? It's a small, informal coop but licensure and Insurance are necessary.

Sent from my iPhone

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Date: Dec 08, 2021 01:43 AM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: Potential Client for You

I have a friend, who I'm in a study group with, who is looking for representation in Housing Protections Court, and possibly other courts, if necessary. Her name is Margot Brooks and her number is:

203-461-4879

She is looking to retain an attorney immediately. She is a professional who lives in Manhattan.

Thank you.

Sent with ProtonMail Secure Email.

Date: Dec 08, 2021 02:41 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: Potential Client for You

Thanks. I'll call her in the morning.

Sent from my iPhone

On Dec 7, 2021, at 8:44 PM, Christian Gray wrote:

I have a friend, who I'm in a study group with, who is looking for representation in Housing Protections Court, and possibly other courts, if necessary. Her name is Margot Brooks and her number is:

203-461-4879

She is looking to retain an attorney immediately. She is a professional who lives in Manhattan.

Thank you.

Sent with
ProtonMail Secure Email.

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Date: Dec 08, 2021 06:29 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Elizabeth Sandercock" <es@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Harassment application 226 Franklin St.

The landlord uses 2 different lawyers. The lawyer who will be defending the harassment case is Harry Shapiro.

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Date: Dec 22, 2021 07:16 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Edward Olmsted" <olmsted.mac@mac.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: ServPro

I am emailing today to follow up on whether the landlord's expert has agreed to get ServPro back to finish the work in Christian's loft, and if not, whether you want me to get involved in getting them back. I have time to work on this, but if Christian is going to be away for any periods of time, for example, for the holidays, it's possible we'd be better off waiting till he returns.

I hope you both have a lovely holiday season.

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Date: Dec 22, 2021 02:23 PM

From: "Margaret B. Sandercock" <mbsandercock@optonline.net>
To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Sally Schmidt

She has filed a harassment case against the landlord.

I will file an answer asking that we be kept informed of case status.

I hope I can keep her case from being joined up with ours. I don't want to have to deal with her craziness nor have it rub off on us.

Date: Dec 23, 2021 12:53 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: ServPro

The last time that we discussed this issue we agreed that we would wait to get the judgement from the Loft Board on the PAA before pushing for the start date of the work on the unit.

When is the Loft Board hearing regarding the PAA?

Picking this thread back up from the last emails regarding this topic, I'm going to paste in Ed's last email:

August 18th, 2021

Ed:

Lab results attached

I'll work on report

These results are terrible

All the air samples have very elevated levels of pen-asp spores

That's not good

Tape lifts all indicate mold growth

They need to do the entire scope

May need to include kitchen floor but we will see

In relation to Ed's email, I have some follow up questions:

1. Where are we at in assuring that the entire scope of work get done?
2. Where are we at with including the kitchen floor in the scope of work?
3. Where are we at with getting the acoustic ceiling of the living area included in the scope of work?

Since the Ed's email that I pasted into the thread, the unit has flooded again do to the roof leaks and water breaching the above unit's gas heater vent, as documented in prior emails and pictures. This shows a reoccurring problem with flooding and its effects on the ceiling of the living area. Legally, they need to do something about it because we can prove that this is a chronic, long-term, reoccurring problem. The ceiling needs to be added to the scope of work and the root cause needs to be mitigated or this will keep happening, as it has been happening, and documented, for many years.

4. Where are we at in getting the bathroom wall, adjacent to the kitchen, included in the scope of work?

I tested positive for COVID this past weekend and had to cancel my holiday plans to see my parents in Sarasota. The symptoms are mild, thankfully. I hope that you are both feeling well and have a lovely holiday.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Wednesday, December 22nd, 2021 at 2:16 PM, Margaret Sandercock wrote:

I am emailing today to follow up on whether the landlord's expert has agreed to get ServPro back to finish the work in Christian's loft, and if not, whether you want me to get involved in getting them back. I have time to work on this, but if Christian is going to be away for any periods of time, for example, for the holidays, it's possible we'd be better off waiting till he returns.

I hope you both have a lovely holiday season.

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Date: Dec 23, 2021 12:55 AM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret B. Sandercock" <mbsandercock@optonline.net>
Subject: Re: Sally Schmidt

Thanks for letting me know.

I agree.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Wednesday, December 22nd, 2021 at 2:23 PM, Margaret B. Sandercock wrote:

She has filed a harassment case against the landlord.

I will file an answer asking that we be kept informed of case status.

I hope I can keep her case from being joined up with ours. I don't want to have to deal with her craziness nor have it rub off on us.

Date: Dec 23, 2021 02:59 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Cc: "Edward Olmsted" <olmsted.mac@mac.com>
Subject: Re: ServPro

We did not agree that and I don't recommend such delay. There is no hearing date on PAA case. We just got owner's answer to that case. There may never be a hearing on it, it's not that type of case.

Where we are on your other concerns is that Ed asked the landlord expert to get Servpro back to complete the scope of work. What I suggest we do now is that if they haven't agreed to resume working, I get in touch with owner's lawyer and say we'll restore the HP case if they don't get going on the work.

Christian, I am so sorry you are ill and had to change your plans.

Sent from my iPhone

On Dec 22, 2021, at 7:54 PM, Christian Gray wrote:

The last time that we discussed this issue we agreed that we would wait to get the judgement from the Loft Board on the PAA before pushing for the start date of the work on the unit.

When is the Loft Board hearing regarding the PAA?

Picking this thread back up from the last emails regarding this topic, I'm going to paste in Ed's last email:

August 18th, 2021

Ed:

Lab results attached

I'll work on report

These results are terrible

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In relation to Ed's email, I have some follow up questions:

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3. Where are we at with getting the acoustic ceiling of the living area included in the scope of work?

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Sent with
ProtonMail Secure Email.

----- Original Message -----

On Wednesday, December 22nd, 2021 at 2:16 PM, Margaret Sandercock wrote:

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I hope you both have a lovely holiday season.

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Date: Dec 23, 2021 07:10 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: 226 Franklin

Here is the landlord's response to our application to appeal the administrative determination.

From: Jenifer Orefice

Date: Thursday, December 23, 2021 at 2:05 PM

To: Margaret Sandercock

Subject: Re: 226 Franklin

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: Margaret Sandercock

Date: Thursday, December 23, 2021 at 1:40 PM

To: Jenifer Orefice

Subject: 226 Franklin

We received a response to our request to review administrative determination dates 12.17. Would you please send that to me as a PDF.

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recipient or an agent responsible for delivering it to the intended recipient, you have received this e-mail in error. If you have received this e-mail in error, please call Goodfarb & Sandercock, LLP at (914) 428-3400 to advise us of the same, delete the original message from your system and then confirm its deletion. Any review, dissemination, distribution or copying of this message is strictly prohibited. Thank you.

Date: Jan 11, 2022 08:31 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Your loft

I am concerned that we have lost momentum on getting mold eradicated in your loft. So far we've pretty much been on the white horse and able to say that Marty delayed in starting the clean up and you've not been able to live there. Now, work was done, we know it's inadequate and we aren't doing anything about it. We should be. We should either be getting the landlord to voluntarily bring ServPro back or we have to restore the HP case to make them finish the work.

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Date: Jan 25, 2022 07:55 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Theodore Lockhart" <tclockhart67@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "erez horovitz" <ehorovitz@gmail.com>

Subject: FW: Please send me

This is the harassment application we filed in Nov. I am getting ready to amend it as I said I would. Something more happened with Theo/Phil's unit and David brought to my attention some things that aren't in the application. If anyone has updates concerning harassing conditions that are not listed in the present application, please let me know this week. Thanks.

On 1/25/22, 2:02 PM, "Jenifer Orefice" <jo@goodfarblaw.com> wrote:

Jenifer Orefice, Legal Assistant
Goodfarb & Sandercock, LLP
235 Main Street - Penthouse Suite
White Plains, NY 10601
Phone: 914.428.3400
Fax: 914.428.3407
JO@Goodfarblaw.com

NYC Office:
110 East 59th Street, 22nd floor
New York, NY 10022
Phone: 212.509.0440
Fax: 212.509.0464

On 1/25/22, 1:28 PM, "Margaret Sandercock" <mbs@goodfarblaw.com> wrote:

The harassment application we filed for 226 Franklin St.

Sent from my iPhone

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Date: Jan 27, 2022 07:15 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "erez horovitz" <ehorovitz@gmail.com>, "Theodore Lockhart" <clockhart67@gmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: FW: 226 Franklin Rider

This is the revised harassment application. If there is anything you would like added, tomorrow is the deadline.

From: Jenifer Orefice

Date: Thursday, January 27, 2022 at 2:08 PM

To: Margaret Sandercock

Subject: 226 Franklin Rider

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

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Date: Jan 27, 2022 07:48 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: FW: 226 Franklin Rider

Greetings,

It should be noted in the harassment filing that there is a chronic problem of water leaking in through the ceiling of G21 due to water coming in through the exhaust vent of the gas heater located in unit G31, the unit above G21. This has been happening for years and has been documented by Steve Watts, the former tenant of the G31, and by Christian Gray, the tenant of G21. The exhaust vent sits too low to the roof surface and when the water pools on the roof due to the accumulation of rain and improperly maintained drains, it breaches the opening of the vent and runs into G31 and then through the ceiling of G21. This has caused flooding and water damage for many years and has severely flooded G21 two times since the flood that happened due to the burst sprinkler pipe in October of 2019. The problem has been occurring for years and had been brought to the attention of Marty and American Package Company but no permanent solution has been made. This is the cause of reoccurring water damage to the acoustically-treated ceiling of the main living area of G21 as well as the raised floor, island countertops, and cabinets of the kitchen area. There is mold infestation that has been detected by Ed Olmstead in both the acoustically treated ceiling of the main living space and the raised kitchen floor of G21 that is a result of the chronic leaking and the flood that occurred due to the burst sprinkler pipe in October of 2019.

There is a reoccurring flooding problem that has been happening and documented for many years. This will keep occurring until the exhaust vent of the gas heater is extended to a suitable height. The mold problem will likely continue to occur if source of the leaking problem is not properly and permanently addressed.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Thursday, January 27th, 2022 at 2:15 PM, Margaret Sandercock wrote:

This is the revised harassment application. If there is anything you would like added, tomorrow is the deadline.

From: Jenifer Orefice

Date: Thursday, January 27, 2022 at 2:08 PM

To: Margaret Sandercock

Subject: 226 Franklin Rider

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

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Date: Jan 27, 2022 07:49 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: 226 Franklin Rider

OK, I will add this.

From: Christian Gray

Reply-To: Christian Gray

Date: Thursday, January 27, 2022 at 2:48 PM

To: Margaret Sandercock

Subject: Re: FW: 226 Franklin Rider

Greetings,

It should be noted in the harassment filing that there is a chronic problem of water leaking in through the ceiling of G21 due to water coming in through the exhaust vent of the gas heater located in unit G31, the unit above G21. This has been happening for years and has been documented by Steve Watts, the former tenant of the G31, and by Christian Gray, the tenant of G21. The exhaust vent sits too low to the roof surface and when the water pools on the roof due to the accumulation of rain and improperly maintained drains, it breaches the opening of the vent and runs into G31 and then through the ceiling of G21. This has caused flooding and water damage for many years and has severely flooded G21 two times since the flood that happened due to the burst sprinkler pipe in October of 2019. The problem has been occurring for years and had been brought to the attention of Marty and American Package Company but no permanent solution has been made. This is the cause of reoccurring water damage to the acoustically-treated ceiling of the main living area of G21 as well as the raised floor, island countertops, and cabinets of the kitchen area. There is mold infestation that has been detected by Ed Olmstead in both the acoustically treated ceiling of the main living space and the raised kitchen floor of G21 that is a result of the chronic leaking and the flood that occurred due to the burst sprinkler pipe in October of 2019.

There is a reoccurring flooding problem that has been happening and documented for many years. This will keep occurring until the exhaust vent of the gas heater is extended to a suitable height. The mold problem will likely continue to occur if source of the leaking problem is not properly and permanently addressed.

Sent with
ProtonMail Secure Email.

----- Original Message -----

On Thursday, January 27th, 2022 at 2:15 PM, Margaret Sandercock wrote:

This is the revised harassment application. If there is anything you would like added, tomorrow is the deadline.

From:
Jenifer Orefice

Date: Thursday, January 27, 2022 at 2:08 PM

To: Margaret Sandercock

Subject: 226 Franklin Rider

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

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Date: Feb 02, 2022 09:55 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

February 02, 2022 - 4:54 PM

\$75.00

full transaction receipt

View the Privacy Policies for
Clover

Date: Feb 08, 2022 09:24 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: update

The harassment case was sent to Oath on 2/1/22. Theo and Phil got a new access case yesterday. I am going to ask that it be consolidated with the harassment case.

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Date: Feb 08, 2022 10:45 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: update

Thanks for the update.

Sent with ProtonMail Secure Email.

----- Original Message -----

On Tuesday, February 8th, 2022 at 4:24 PM, Margaret Sandercock wrote:

The harassment case was sent to Oath on 2/1/22. Theo and Phil got a new access case yesterday. I am going to ask that it be consolidated with the harassment case.

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Date: Feb 16, 2022 08:11 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: 226 Franklin Street, Brooklyn, NY/American Package Company Inc. adv. Lockhart (Unit G12); Erez Horovits (Unit F107); Christian Gray (Unit G21); David May (Unit G22); and Kate Downie (Unit G51)

Here is the answer to the amended harassment application for your records. I am not sure if I told you, but I asked the Loft Board to expedite this due to the eviction case against Lockhart and the access application against Lockhart, and it was sent to Oath on 2/2/22.

From: Elona Mardak

Date: Wednesday, February 16, 2022 at 2:50 PM

To: Elizabeth Sandercock

Cc: Margaret Sandercock , HARRY SHAPIRO

Subject: Re: 226 Franklin Street, Brooklyn, NY/American Package Company Inc. adv. Lockhart (Unit G12); Erez Horovits (Unit F107);Christian Gray (Unit G21); David May (Unit G22); and Kate Downie (Unit G51)

Good day Elizabeth:

Attached please find a courtesy copy of the Answer to the Amended Harassment Application.

Thank you,

Elona

On Tue, Feb 1, 2022 at 4:48 PM Elizabeth Sandercock wrote:

A courtesy copy of the amended application is attached here

From:
Elona Mardak

Date: Monday, January 31, 2022 at 6:56 PM

To: Margaret Sandercock

Cc: Elizabeth Sandercock , HARRY SHAPIRO

Subject: Re: 226 Franklin Street, Brooklyn, NY/American Package Company Inc. adv. Lockhart (Unit G12); Erez Horovits (Unit F107);Christian Gray (Unit G21); David May (Unit G22); and Kate Downie (Unit G51)

You are welcome & thank you for the update.

Elona

On Mon, Jan 31, 2022 at 6:25 PM Margaret Sandercock wrote:

Thank you for sending this. We amended the application; I believe the papers were served out today. When we have Loft Board stamped copies, we will send courtesy copies, though by then you should also have received it in the mail.

From:
Elona Mardak

Date: Monday, January 31, 2022 at 4:33 PM

To: Margaret Sandercock

Cc: HARRY SHAPIRO , Elizabeth Sandercock

Subject: 226 Franklin Street, Brooklyn, NY/American Package Company Inc. adv. Lockhart (Unit G12); Erez Horovits (Unit F107);Christian Gray (Unit G21); David May (Unit G22); and Kate Downie (Unit G51)

Ms. Sandercock:

Attached please find a courtesy copy of the Answer to Harassment Application pertaining to the above referenced Applicants.

Thank you,

Elona

Elona Mardak

Legal Assistant

Smith & Shapiro

116 East
27th Street

3rd Floor

New York, New York 10016

212-685-6400 Tel.

212-779-7881 Fax

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Date: Mar 16, 2022 03:44 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Golden Drum

I need to speak with you about these units. Pretty urgent.

Sent from my iPhone

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Date: Mar 16, 2022 06:43 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Golden Drum

Ok. What time would you like to speak? I have a meeting at 5pm that I will be prepping for starting around 4. I'm available from 3 to 4 and then after 5:30. Let me know what works best for you.

Sent with ProtonMail secure email.

----- Original Message -----

On Wednesday, March 16th, 2022 at 11:44 AM, Margaret Sandercock <mbs@goodfarblaw.com> wrote:

> I need to speak with you about these units. Pretty urgent.

>

> Sent from my iPhone

>

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Date: Mar 16, 2022 07:01 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Golden Drum

I am available now till 5 pm, I am available tomorrow afternoon at any time (as of now).

On 3/16/22, 2:43 PM, "Christian Gray" <christiangray3@protonmail.com> wrote:

Ok. What time would you like to speak? I have a meeting at 5pm that I will be prepping for starting around 4. I'm available from 3 to 4 and then after 5:30. Let me know what works best for you.

Sent with ProtonMail secure email.

----- Original Message -----

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> I need to speak with you about these units. Pretty urgent.

>

> Sent from my iPhone

>

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Date: Mar 16, 2022 09:27 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "John Storyk"

<john.storyk@wsdg.com>

Subject: FW: Possible engagement for valuation of part of Brooklyn recording studio

Christian Gray, please meet John Storyk. He is out of town for several months but offers others from his

office. I'll leave the two of you to it. Christian, I might not have explained exactly correctly what you need, as I understand it's valuation of part of your studio (not the ones in your loft) but was not sure why you need it. Anyway, please let me know if you need anything else from me.

Mr. Storyk, glad to hear all seems relatively well with you.

From: John Storyk

Date: Wednesday, March 16, 2022 at 5:22 PM

To: Margaret Sandercock

Subject: Re: Possible engagement for valuation of part of Brooklyn recording studio

good to hear from you. I can certainly do this - but I personally will not be in NYC area till mid May winter digs in Mexico - working).

But easy for someone from our group to do this work.

Connect away, we will see what we can do.

Glad you are doing well. Take care.

John Storyk, R.A., Founding Partner

WSDG

Architectural Acoustic Consulting

Media Systems Engineering

Immediate Past Chair, Board of Directors

Walkway Over the Hudson

www.walkway.org

262 Martin Avenue

Highland, NY 12528, USA

O +1 845 691 9300 x302

M +1 914 475 8404

john.storyk@wsdg.com

www.wsdg.com

On Mar 16, 2022, at 4:15 PM, Margaret Sandercock wrote:

Dear Mr. Storyk:

I am not sure if you remember me, I am an attorney who used to work at the NYC Loft Board and we worked together a few years ago when you were the noise expert for my client Jarrett Wetherell. I hope you and your family have been well in this precarious time.

I was asked by a different, current client if I would approach you on his behalf. His name is Christian Gray and he operates recording studios both in his Loft Law loft and at a different business location, all in Brooklyn. He built his studios himself. I am his attorney for his living loft, however, he needs to get a valuation of part of the studio that is not in his living loft. If I understood correctly, it was damaged and there is an insurance claim and he is having difficulty finding the right person to do a valuation. Between Covid and whatever happened in the studio, he has not been doing a lot of business and needs to get his business back in shape.

This is a paying engagement and I think you would only need to be in Brooklyn once, it's not like an expert witness gig where you could have to come to NY multiple times. Christian is a lovely guy, I have been his lawyer for 2 years and he always pays me and is great to deal with. I am sure he would mesh your visit to his place with a time that you need to come to NYC anyway.

If you would entertain this at all, please let me know and I will introduce you. Thanks for considering.

All best regards,

Margaret Sandercock

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Date: Mar 16, 2022 05:29 PM

From: "John Storyk" <john.storyk@wsdg.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Possible engagement for valuation of part of Brooklyn recording studio

Nice to meet. Christian, what exactly do you need? a quick overview - and then possibly a quick zoom to button this - might be the way to go.

J

John Storyk, R.A., Founding Partner
WSDG
Architectural Acoustic Consulting
Media Systems Engineering

Immediate Past Chair, Board of Directors
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www.walkway.org

262 Martin Avenue
Highland, NY 12528, USA
O +1 845 691 9300 x302
M +1 914 475 8404
john.storyk@wsdg.com
www.wsdg.com

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Mr. Storyk, glad to hear all seems relatively well with you.

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Date: Wednesday, March 16, 2022 at 5:22 PM
To: Margaret Sandercock
Subject: Re: Possible engagement for valuation of part of Brooklyn recording studio

good to hear from you. I can certainly do this - but I personally will not be in NYC area till mid May winter digs in Mexico - working).

But easy for someone from our group to do this work.

Connect away, we will see what we can do.

Glad you are doing well. Take care.

John Storyk, R.A., Founding Partner

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I was asked by a different, current client if I would approach you on his behalf. His name is Christian Gray and he operates recording studios both in his Loft Law loft and at a different business location, all in Brooklyn. He built his studios himself. I am his attorney for his living loft, however, he needs to get a valuation of part of the studio that is not in his living loft. If I understood correctly, it was damaged and there is an insurance claim and he is having difficulty finding the right person to do a valuation. Between Covid and whatever happened in the studio, he has not been doing a lot of business and needs to get his business back in shape.

This is a paying engagement and I think you would only need to be in Brooklyn once, it's not like an expert witness gig where you could have to come to NY multiple times. Christian is a lovely guy, I have been his lawyer for 2 years and he always pays me and is great to deal with. I am sure he would mesh your visit to his place with a time that you need to come to NYC anyway.

If you would entertain this at all, please let me know and I will introduce you. Thanks for considering.

All best regards,

Margaret Sandercock

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Date: Mar 16, 2022 09:48 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Golden Drum

The unit that has no proof after 2020 is Matthew Canale. The group is aware of the shortcomings of the proof for this unit and has told me no more proof is available.

Elizabeth points out that no unit of the 3 is completely shored up with proofs. The trial would be long, unpleasant and expensive and we may not get a result.

Also, I think you might have a misunderstanding about protected occupancy. The thing we have to prove is not that certain units were always residential. If we did prove that, the unit would get covered.

The unit being covered is not protected occupancy. For the tenants to keep the unit, there has to be a protected occupant. In order for there to be a protected occupant, there has to be a person who has been a primary resident from June 2019 to present.

If a unit is covered and there is no such protected occupant, the persons living in the unit now have no right to keep it. The landlord can decide he does not want the persons living there as tenants and will choose new tenants instead, or rent the unit

to friends or relatives. The only restriction on the landlord regarding a Loft Law unit without a protected occupant is that only Loft Law rent can be charged.

Let's say the Canale unit gets covered because we have documents showing residential occupancy in 2015, 2016 and on 6/21/19, and people like you so testify. If we do not have a primary resident up thru the hearing date, Canale and whoever else lives there can be made to leave.

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Date: Mar 16, 2022 09:49 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: Important situation to which we must return

I have reached out to landlord lawyer after receiving below.

From: Edward Olmsted

Date: Wednesday, March 16, 2022 at 5:13 PM

To: Margaret Sandercock

Subject: Re: Important situation to which we must return

I did speak to the landlords expert and he wants to proceed. But I have not heard anything back

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

On Mar 16, 2022, at 4:56 PM, Margaret Sandercock wrote:

Christian Gray!!!! I had asked you and him to re up his case because we can't just leave it fallow. The last thing we were up to was that the landlord had ServPro doing the remediation and they didn't do a proper scope. There was also some issue about getting ServPro to show up after Hurricane Henri and Ida. You had said you'd speak to the owner's expert about getting the work re started. If you cannot do that and get their consent to re start, I have to get the HP case put back on calendar. We have a Supreme Court action for damages and it is being harmed by our not pursuing vigorously restoration because we cannot complain about the landlord failing to fix this if we are not constantly telling him he has to fix it.

This fell off the face of the earth because Christian had Covid.

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Date: Mar 17, 2022 12:55 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: Christian Gray, 226 Franklin St.

I have asked who (which expert) it is that they want to return to the unit, when he wants to come, and whether Ed should try to be there with him.

Concerning the request that we provide a writing about their expert agreeing more work needs to be done, Ed, did any of the discussion take place in writing by email? If not, Ed, can you send me an email suitable for sending to the landlord lawyer, in a new email thread, indicating who you spoke to, when the conversation took place and summarizing the contents of the conversation.

From: David Skaller

Date: Thursday, March 17, 2022 at 8:44 AM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin St.

Please allow access for our expert to inspect the premises to take pictures since they were last there. Also, please send me something in writing that shows that our expert agreed with Ed that more work has to be done.

From: Margaret Sandercock

Sent: Wednesday, March 16, 2022 7:46 PM

To: David Skaller

Subject: Re: Christian Gray, 226 Franklin St.

Should I make a motion, or how will you proceed?

Sent from my iPhone

On Mar 16, 2022, at 6:24 PM, David Skaller wrote:

I am still in charge of this case.

From: Margaret Sandercock

Sent: Wednesday, March 16, 2022 5:19 PM

To: David Skaller

Subject: Christian Gray, 226 Franklin St.

You will recall that your mold remediator did not complete what we considered to be a full scope of work and I had our evaluator, Ed Olmsted speak with your evaluator, who agreed with Olmsted that work needed to continue. This was in late summer and ServPro, your remediator, was having issues getting back to work on it due to Hurricanes Henri and Ida. Our client then had Covid, which turned into long Covid, and I have just focused him on getting back to this.

Are you still in charge of this case or should I speak to someone else?

Can we agree that your remediator needs to return and get an appointment for that to happen, or should I move to restore the HP case to the calendar>

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Date: Mar 21, 2022 05:46 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: Gray

Please note that the landlord expert wants to come back to see the premises. The landlord is not allowed to be present. Christian needs to open the door and then leave. Which of the below dates is OK with both of you.

Ed, I know you are extremely busy but I need to know which owner's expert you spoke with about doing more work, when you spoke with him and what he said about the need for more work.

From: David Skaller

Date: Monday, March 21, 2022 at 1:12 PM

To: Margaret Sandercock

Subject: Gray

Our expert is available @1030 each of the following dates:

March 29 or 31

April 4 5 or 6

Please let me know which works for your side.

David M. Skaller

Partner Co-Chair Litigation Group

Belkin - Burden - Goldman, LLP

One Grand Central Place

60 East 42nd Street, 16th Floor

New York, NY 10165

Direct:
212-697-9307

Tel.:
212-867-4466 (Ext. 316)

Fax:
212-297-1859

E-mail: [email]@bbgllp.com

Web:

www.bbgllp.com |
LinkedIn

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Date: Mar 22, 2022 03:46 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Laura Murtagh" <ljkassner1@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: American Package with Daniel Kocielinski/ Unit G-1 at 226 Franklin Street, Brooklyn, NY

I have revised agreements for you to review which I should be able to send tomorrow.

I will not represent you further if all documents are not returned to me by 9 am Friday morning so perhaps you'll need to see about alternate counsel?

This is not an unduly short time for you to review. Your view otherwise is not realistic.

My final response to you is that the agreements need to be signed as stated or you need to have alternate counsel by 9 am Friday.

Sent from my iPhone

On Mar 21, 2022, at 11:28 PM, Laura Murtagh wrote:

Hello Margaret,

We are still reviewing the agreements and will be in touch with how we will proceed. We do not feel that it is fair that we are being rushed into this when we waited quite a while to receive the agreements back from the landlord.

We will also be speaking with Christian.

Thank you,

Laura

On Thu, Mar 17, 2022 at 5:16 PM Margaret Sandercock wrote:

I have received settlement agreements revised as I requested; it is not time to sign them yet as I had one other idea and I may be getting an additional change. However, these agreements are not nefarious.

These are not all the papers that will have to be signed. There is an additional Loft Board form for each unit and a vacatur affidavit for each unit. The Loft Board form requires an original signature.

I am checking our control date next week, but it is my anticipation that by 9 am Monday, if not sooner if you can, you approve the content of the above agreements. The other paperwork to be signed is not something you can approve or disapprove as they are routine and required by the Loft Board. At that time, agreements will be prepared for all 3 unit and they need to be signed by the control date.

From:
Elona Mardak

Date: Thursday, March 17, 2022 at 3:35 PM

To: Elizabeth Sandercock , Margaret Sandercock , HARRY SHAPIRO

Subject: RE: American Package with Daniel Kocielinski/ Unit G-1 at 226 Franklin Street, Brooklyn, NY

Good day,

Attached please find Mr. Shapiro's redlined comments to the Stipulation of Settlement, for your review.

We also attach a copy of the clean version of the document and all supporting Exhibits "A" through "D", for your review and approval.

Thank you,

Elona

Elona Mardak

Legal Assistant

Smith & Shapiro

116 East 27th Street, 3rd Fl.

New York, New York 10016

(212)685-6400 Tel.

(212)779-7881 Fax

From: Elizabeth Sandercock [mailto:es@goodfarblaw.com]

Sent: Thursday, March 10, 2022 5:21 PM

To: Margaret Sandercock; Elona Mardak; HARRY SHAPIRO

Subject: Re: American Package with Daniel Kocielinski/ Unit G-1 at 226 Franklin Street, Brooklyn, NY

Mr. Shapiro:

A copy of the agreement with redlined changes is attached.

Elizabeth Sandercock, Esq.

Goodfarb & Sandercock, LLP

110 E. 59th Street, 22nd Floor

New York, NY 10022

Tel: (212) 509-0440

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From: HARRY SHAPIRO

Sent: Wednesday, March 2, 2022 2:13 PM

To: Margaret Sandercock ; Elona Mardak

Cc: Elizabeth Sandercock

Subject: Re: American Package with Daniel Kocielinski/ Unit G-1 at 226 Franklin Street, Brooklyn, NY

How am I supposed to know which parts of paragraph 5, 8 or anything else that you do not agree with. Make the changes on the clean version that I sent you and I will review those changes with our client.

Thank you.

Harry Shapiro, Esq.

Smith & Shapiro

116 East 27th Street, 3rd Floor

New York, New York. 10016

(212) 685-6400

On Wed, Mar 2, 2022 at 2:09 PM, Margaret Sandercock

wrote:

I'm not accepting any part of your draft. If you want me to detail comments any more than I have, I am going to start over.

From:
Elona Mardak

Date: Wednesday, March 2, 2022 at 12:46 PM

To: Margaret Sandercock , HARRY SHAPIRO

Cc: Elizabeth Sandercock

Subject: RE: American Package with Daniel Kocielinski/ Unit G-1 at 226 Franklin Street, Brooklyn, NY

Ms. Sandercock:

Mr. Shapiro says to please redline our clean draft and send back your comments.

Thanks very much,

Elona

Elona Mardak

Legal Assistant

Smith & Shapiro

116 Ea

[Body truncated at extraction limit]

Date: Mar 28, 2022 01:34 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>, "Christian Gray"
<christiangray3@protonmail.com>

Subject: Second request

A week ago I asked you to meet someone from ALC at Christian's loft on either 3/29, 3/31, or Apr. 4,5, or 6 at 1030 am. I haven't heard from you. At this point I believe a date next week should be chosen. Please tell me what date you can be there.

Sent from my iPhone

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Date: Mar 28, 2022 02:26 PM

From: "Edward Olmsted" <olmsted.mac@mac.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Second request

I dont have those dates open.

I am in Denver all next week, and this week is jammed

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

On Mar 28, 2022, at 9:34 AM, Margaret Sandercock wrote:

A week ago I asked you to meet someone from ALC at Christian's loft on either 3/29, 3/31, or Apr. 4,5, or 6 at 1030 am. I haven't heard from you. At this point I believe a date next week should be chosen. Please tell me what date you can be there.

Sent from my iPhone

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Date: Mar 28, 2022 06:29 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Second request

Thanks for letter me know.

From: Edward Olmsted

Date: Monday, March 28, 2022 at 2:26 PM

To: Margaret Sandercock

Cc: Christian Gray

Subject: Re: Second request

I dont have those dates open.

I am in Denver all next week, and this week is jammed

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

On Mar 28, 2022, at 9:34 AM, Margaret Sandercock wrote:

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Sent from my iPhone

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Date: Mar 28, 2022 06:38 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Second request

I know how busy you are but at this point it's time sensitive.

From: Edward Olmsted

Date: Monday, March 28, 2022 at 2:37 PM

To: Margaret Sandercock

Subject: Re: Second request

I'll email jack glass and come with a date and time to meet

Sent from olmsted's iPhone

On Mar 28, 2022, at 2:29 PM, Margaret Sandercock wrote:

Thanks for letter me know.

From: Edward Olmsted

Date: Monday, March 28, 2022 at 2:26 PM

To: Margaret Sandercock

Cc: Christian Gray

Subject: Re: Second request

I dont have those dates open.

I am in Denver all next week, and this week is jammed

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

On Mar 28, 2022, at 9:34 AM, Margaret Sandercock wrote:

A week ago I asked you to meet someone from ALC at Christian's loft on either 3/29, 3/31, or Apr. 4,5, or 6 at 1030 am. I haven't heard from you. At this point I believe a date next week should be chosen. Please tell me what date you can be there.

Sent from my iPhone

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Date: Mar 28, 2022 06:56 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Important email please answer

Ed Olmsted is going to try to squeeze in 30 min. at your loft with ALC Friday. Are you available to let them in and then leave?

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Date: Mar 28, 2022 09:30 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Important email please answer

Hello, I just got back into town. I was in the mountains with little to no reception. I reviewed the emails you sent re: John Storyk and the emails re: Ed Olmsted. Thank you very much for facilitating the connection with John Storyk. I will be composing an email shortly in response. My apologies for the delayed response, overall.

Re: Ed Olmsted, I will be available to let them in on Friday. Let me know what time you would like me there to give them access to the unit.

Re: Golden Drum, please let me know when you have time to discuss the situation tomorrow afternoon or at your convenience. I sat down with everyone involved with the units, in the time since you and I last spoke on the phone, and I would like to talk with you about how we can move forward and find a resolution. I have an appointment in the morning with my mechanic but will be available in the afternoon and evening. Let me know what time works best for you and I will plan on it. If another day works better, please let me know so that I can schedule around it.

Question: Years ago, did you do some legal work for the Park Slope Food Co-op? If so, do you remember a contractor/carpenter named Manuel Rufino?

Thank you.

Christian

On Mon, Mar 28, 2022 at 2:56 PM, Margaret Sandercock wrote:

Ed Olmsted is going to try to squeeze in 30 min. at your loft with ALC Friday. Are you available to let them in and then leave?

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Date: Mar 28, 2022 09:38 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Important email please answer

I was the food coop's attorney for years. I think Manuel did work in one or two houses I owned in Park Slope years ago but I haven't been in touch with him for many years.

I don't know if it's been worked out about Friday yet. I will have to let you know.

The only possible resolution to the Golden Drum is for them to sign the agreement that I negotiated for them with their authorization. That's the existing agreement.

Sent from my iPhone

On Mar 28, 2022, at 5:31 PM, Christian Gray wrote:

Hello, I just got back into town. I was in the mountains with little to no reception. I reviewed the emails you sent re: John Storyk and the emails re: Ed Olmsted. Thank you very much for facilitating the connection with John Storyk. I will be composing an email shortly in response. My apologies for the delayed response, overall.

Re: Ed Olmsted, I will be available to let them in on Friday. Let me know what time you would like me there to give them access to the unit.

Re: Golden Drum, please let me know when you have time to discuss the situation tomorrow afternoon or at your convenience. I sat down with everyone involved with the units, in the time since you and I last spoke on the phone, and I would like to talk with you about how we can move forward and find a resolution. I have an appointment in the morning with my mechanic but will be available in the afternoon and evening. Let me know what time works best for you and I will plan on it. If another day works better, please let me know so that I can schedule around it.

Question: Years ago, did you do some legal work for the Park Slope Food Co-op? If so, do you remember a contractor/carpenter named Manuel Rufino?

Thank you.

Christian

On Mon, Mar 28, 2022 at 2:56 PM, Margaret Sandercock wrote:

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Date: Mar 28, 2022 10:08 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Important email please answer

Wow. Manuel Rufino, is the founder of Golden Drum. He remembers you and told me that you have a beautiful and special heart. I told him that I feel it too.

Were you aware of the connection?

The interconnectedness of life always inspires awe and gratitude in me.

Maestro Manuel is a beloved teacher and friend of mine. He founded the Golden Drum. I remember when he moved into the building. I have had the blessing of being neighbors with the him for all these years. The MM and the Golden Drum has brought a lot of beauty to the Greenpoint community, and to the world.

Please let me know when you can have a quick phone call about the agreement and moving forward.

I am available now for a bit if that works better for you, or let me know what works best for you.

On Mon, Mar 28, 2022 at 5:38 PM, Margaret Sandercock wrote:

I was the food coop's attorney for years. I think Manuel did work in one or two houses I owned in Park Slope years ago but I haven't been in touch with him for many years.

I don't know if it's been worked out about Friday yet. I will have to let you know.

The only possible resolution to the Golden Drum is for them to sign the agreement that I negotiated for them with their authorization. That's the existing agreement.

Sent from my iPhone

On Mar 28, 2022, at 5:31 PM, Christian Gray wrote:

Hello, I just got back into town. I was in the mountains with little to no reception. I reviewed the emails you sent re: John Storyk and the emails re: Ed Olmsted. Thank you very much for facilitating the connection with John Storyk. I will be composing an email shortly in response. My apologies for the delayed response, overall.

Re: Ed Olmsted, I will be available to let them in on Friday. Let me know what time you would like me there to give them access to the unit.

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mechanic but will be available in the afternoon and evening. Let me know what time works best for you and I will plan on it. If another day works better, please let me know so that I can schedule around it.

Question: Years ago, did you do some legal work for the Park Slope Food Co-op? If so, do you remember a contractor/carpenter named Manuel Rufino?

Thank you.

Christian

On Mon, Mar 28, 2022 at 2:56 PM, Margaret Sandercock wrote:

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Date: Mar 28, 2022 10:35 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Important email please answer

Please excuse the typo...I meant:Maestro Manuel and the Golden Drum have brought a lot of beauty to the Greenpoint community, and to the world.

On Mon, Mar 28, 2022 at 6:08 PM, Christian Gray wrote:

Wow. Manuel Rufino, is the founder of Golden Drum. He remembers you and told me that you have a beautiful and special heart. I told him that I feel it too.

Were you aware of the connection?

The interconnectedness of life always inspires awe and gratitude in me.

Maestro Manuel is a beloved teacher and friend of mine. He founded the Golden Drum. I remember when he moved into the building. I have had the blessing of being neighbors with the him for all these years. The MM and the Golden Drum has brought a lot of beauty to the Greenpoint community, and to the world.

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I am available now for a bit if that works better for you, or let me know what works best for you.

On Mon, Mar 28, 2022 at 5:38 PM, Margaret Sandercock wrote:

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Sent from my iPhone

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Re: Golden Drum, please let me know when you have time to discuss the situation tomorrow afternoon or at your convenience. I sat down with everyone involved with the units, in the time since you and I last spoke on the phone, and I would like to talk with you about how we can move forward and find a resolution. I have an appointment in the morning with my mechanic but will be available in the afternoon and evening. Let me know what time works best for you and I will plan on it. If another day works better, please let me know so that I can schedule around it.

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Date: Mar 28, 2022 11:09 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Various issues

It is not possible for me to speak this evening. My schedule tomorrow is uncertain, but I am trying to point out something to you.

The agreement for the Golden Drum units cannot be negotiated any further. They can either sign the agreement the way it is, which is the agreement they authorized me to enter into, or they can decide not

to sign and they can find some other lawyer. There is no point in asking me to get the agreement changed.

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Date: Mar 28, 2022 11:14 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Various issues

It seems that the agreement that they authorized you to negotiate is not the agreement that is on the table. The wording and clauses are much different from the original agreement.

Please send the agreement, in its final form, so that they have

On Mon, Mar 28, 2022 at 7:09 PM, Margaret Sandercock wrote:

It is not possible for me to speak this evening. My schedule tomorrow is uncertain, but I am trying to point out something to you.

The agreement for the Golden Drum units cannot be negotiated any further. They can either sign the agreement the way it is, which is the agreement they authorized me to enter into, or they can decide not to sign and they can find some other lawyer. There is no point in asking me to get the agreement changed.

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Date: Mar 28, 2022 11:20 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Various issues

Please send the agreement to Laura. It seems that she has received multiple versions of the agreement. She asks to send it to her as a Word document.

The agreement that she has now has very different language than the original agreement. It is not the same agreement.

On Mon, Mar 28, 2022 at 7:09 PM, Margaret Sandercock wrote:

It is not possible for me to speak this evening. My schedule tomorrow is uncertain, but I am trying to point out something to you.

The agreement for the Golden Drum units cannot be negotiated any further. They can either sign the agreement the way it is, which is the agreement they authorized me to enter into, or they can decide not to sign and they can find some other lawyer. There is no point in asking me to get the agreement changed.

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in error. If you have received this e-mail in error, please call Goodfarb & Sandercock, LLP at (914) 428-3400 to advise us of the same, delete the original message from your system and then confirm its deletion. Any review, dissemination, distribution or copying of this message is strictly prohibited. Thank you.

Date: Mar 28, 2022 11:26 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Important email please answer

Ed Olmsted: this cannot take place this Friday as the owner's expert is not available. The time they are requesting now is April 11 at 3 30 pm.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, March 28, 2022 at 6:36 PM

To: Margaret Sandercock

Subject: Re: Important email please answer

Please excuse the typo...I meant:

Maestro Manuel and the Golden Drum have brought a lot of beauty to the Greenpoint community, and to the world.

On Mon, Mar 28, 2022 at 6:08 PM, Christian Gray wrote:

Wow. Manuel Rufino, is the founder of Golden Drum. He remembers you and told me that you have a beautiful and special heart. I told him that I feel it too.

Were you aware of the connection?

The interconnectedness of life always inspires awe and gratitude in me.

Maestro Manuel is a beloved teacher and friend of mine. He founded the Golden Drum. I remember when he moved into the building. I have had the blessing of being neighbors with the him for all these years. The MM and the Golden Drum has brought a lot of beauty to the Greenpoint community, and to the world.

Please let me know when you can have a quick phone call about the agreement and moving forward.

I am available now for a bit if that works better for you, or let me know what works best for you.

On Mon, Mar 28, 2022 at 5:38 PM, Margaret Sandercock wrote:

I was the food coop's attorney for years. I think Manuel did work in one or two houses I owned in Park Slope years ago but I haven't been in touch with him for many years.

I don't know if it's been worked out about Friday yet. I will have to let you know.

The only possible resolution to the Golden Drum is for them to sign the agreement that I negotiated for them with their authorization. That's the existing agreement.

Sent from my iPhone

On Mar 28, 2022, at 5:31 PM, Christian Gray wrote:

Hello, I just got back into town. I was in the mountains with little to no reception. I reviewed the emails you sent re: John Storyk and the emails re: Ed Olmsted. Thank you very much for facilitating the connection with John Storyk. I will be composing an email shortly in response. My apologies for the delayed response, overall.

Re: Ed Olmsted, I will be available to let them in on Friday. Let me know what time you would like me there to give them access to the unit.

Re: Golden Drum, please let me know when you have time to discuss the situation tomorrow afternoon or at your convenience. I sat down with everyone involved with the units, in the time since you and I last spoke on the phone, and I would like to talk with you about how we can move forward and find a resolution. I have an appointment in the morning with my mechanic but will be available in the afternoon and evening. Let me know what time works best for you and I will plan on it. If another day works better, please let me know so that I can schedule around it.

Question: Years ago, did you do some legal work for the Park Slope Food Co-op? If so, do you remember a contractor/carpenter named Manuel Rufino?

Thank you.

Christian

On Mon, Mar 28, 2022 at 2:56 PM, Margaret Sandercock wrote:

Ed Olmsted is going to try to squeeze in 30 min. at your loft with ALC Friday. Are you available to let them in and then leave?

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[Body truncated at extraction limit]

Date: Mar 29, 2022 12:26 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Various issues

I am trying to find a solution to the issues, and would like to work out a solution with you. It seems that the agreement that's on the table now is not aligned with the original agreement that they authorized. A major clause that was included in the original agreement was excluded and there is problematic language in the agreement as it written now. The original agreement and the agreement that you last sent to them are two different agreements. They are not going sign off on the agreement as it stands now. They are willing to sign off on the agreement if certain conditions are met.

In my opinion, Marty is getting a steal of a buyout and this can probably be resolved quickly, if the conditions that the units are asking for are met.

This is what Laura wrote me after I sat and talked with the people involved with the units, in meetings over two days:

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Additionally, we do not agree with the new agreement as the majority of the language changed.

Margaret sent many versions of agreements as PDFs and Word documents. If she sends us the most updated version as a Word document, we can also mark that up based on our comments. -----end of Laura's correspondence

When you and I last spoke, you asked me to help, and I said that I would get in touch with the representatives of the units and work out how they were going to proceed and then get back to you. You did not give a hard-lined ultimatum that you would not represent them any longer if they did not except the deal. Clearly the terms of the original agreement have changed and Marty's lawyers have added in problematic language that have been seemingly added in as traps. As you said, Marty and his lawyers added a bunch of nasty garbage. When we last spoke, we also discussed what going to court without a signed agreement would look like. You never said you wouldn't represent them. You said that there are issues and one of the units could be problematic but you said you usually win your coverage cases. It was my understanding that you would be representing them either way. I told you that I would do what I could to expedite the process of getting everyone on the same page so that we could move forward.

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I understand the importance of one's word and honoring the agreements that one has entered into, so do the people in the units. I recommended your services to them, as well as many other people that you are doing business with. I am doing what I can to make it harmonious and beneficial for you as well as the people I refer. Please help me work this out. Please let me know what I can do to help find an equitable solution.

I am available to discuss this on the phone at your convenience.

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

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Subject: Re: Various issues

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rent waiver.

THE AGREEMENT IS COMPLETELY ROUTINE, CONTAINS WHAT WAS EXPECTED AND CANNOT BE CHANGED.

Please do not involve me in further discussions about this. The wool is being pulled over your eyes. Under the agreement, we would be paid \$10,500 and if the group wants different counsel, they should pay us what we are entitled to under the retainer, that is \$10,500 plus the current bill, get new counsel and move on. I have absolutely no intention of trying to reopen negotiations on the agreement.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, March 28, 2022 at 8:26 PM

To: Margaret Sandercock

Subject: Re: Various issues

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On Mon, Mar 28, 2022 at 7:09 PM, Margaret Sandercock wrote:

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Date: Mar 29, 2022 12:41 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Various issues

How is the wool being pulled over my eyes?

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On M

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Date: Mar 29, 2022 12:44 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Various issues

The agreement is exactly what I expected and bargained for, and does not involve changes the group should not be accepting.

The group regrets the deal, but the deal is what they authorized.

I cannot negotiate for people who tell me what they want and then change their minds. They can change their minds, but not with me as their lawyer.

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Reply-To: Christian Gray

Date: Monday, March 28, 2022 at 8:41 PM

To: Margaret Sandercock

Subject: Re: Various issues

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Date: Monday, March 28, 2022 at 8:26 PM

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Date: Mar 29, 2022 05:00 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Various issues

I have to reiterate once more, the terms of the deal have not changed. The agreement as it stands is completely routine and what I was asked to do.

I was asked to negotiate \$35,000 per unit and 6 mo. free rent and they conceded there was no security deposit. That is what the present agreement provides. The landlord lawyer made a mistake in a prior draft and gave free rent from now on till they leave, but that was never the deal, and Laura knew that. I tried to slip it by to get the benefit for the tenants but the lawyer caught himself and corrected the mistake. This is the highlighted language below --- in which the landlord lawyer made a mistake. That language was not supposed to be in the agreement; no one agreed to that.

We never asked, nor did the landlord agree, to free rent from now on.

What has actually happened is that the tenants don't want to leave and have changed their mind about entering into the deal they made. They are falsely trying to claim the deal changed in order to get out of the deal. I involved you

specifically saying that I don't continue to represent people who don't stick by the deal they made. You and I had discussed this issue regarding these tenants once before and both you and I were able to distinguish between the fact that it's not a particularly good deal and the fact that as they agreed to this deal, they have to make this deal. That was my expectation, that you would tell them, you made this deal, you are stuck with it.

I went over close to final agreements with Laura, who was to get back to me in a few days, but surprisingly I heard nothing for 3 to 4 weeks, and wasn't even advised that everyone was sick with Covid. Having heard nothing, I confirmed Laura's changes with the landlord. That should have been the end of that. No, I then had a long phone call with the group and requested yet again additional changes, which were for the most part adopted. That should have been the end of that.

I sent final agreements to Laura for 2 units last Monday and for Canale on Tuesday. These agreements were to be signed by Friday according to the Court. They have the agreements and need to find them themselves, which they should be able to do. This is not a time to mark up changes. The agreements are final and it's time to sign them.

This is the third time the group did not comply with a court deadline. The prior two times I got an extension. The deadline for last Friday, the judge denied an extension and this was conveyed to Laura. This shows great disrespect to the Court, which is completely entitled to limit time for discussions, rumination and changes.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, March 28, 2022 at 8:26 PM

To: Margaret Sandercock

Subject: Re: Various issues

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la

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Date: Mar 29, 2022 05:07 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Various issues

35K a unit is a garbage deal. Period. A low-ball deal. You know that. That's not the point, at this point. The point is is that there is language/conditions in it that they find unacceptable and the original agreement has a clause that was agreed upon in the original agreement. Marty's lawyer made a mistake, that's on Marty and Marty's lawyer. Just like Bob's mistake not getting the PAA's in writing is on our TA and Bob. Without the clause and a change of language and conditions, it is a different agreement. One that should have been walked away from. That was the opportunity to get out of the initial garbage deal that was put on the table to begin with. The units are ready to sign off on the 35k, in alignment with the original agreement that they went into. It's surprising that Marty would make an issue about a difference in an amount of months of rent that need to be paid when the units involved, and anyone else in the building for that matter, can stop paying rent right now...and you know very well how that plays out. You think that Marty would take the 35k and walk away and so would the people in the units.

You still haven't told me how the wool is getting pulled over my eyes.

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In my opinion, Marty is getting a steal of a buyout and this can probably be resolved quickly, if the conditions that the units are asking for are met.

This is what
Laura wrote me after I sat and talked with the people involved with the units, in meetings over two days:

As discussed, we will only accept a buyout if the clause that was in the initial agreement (below) is back.

"As full and complete consideration for the foregoing sale of rights and release, LANDLORD agrees to waive all rent arrears and all future rent due from TENANT to LANDLORD through the Vacate Date, (except that TENANT shall continue to pay all gas and electric consumed in the Loft Space) conditioned upon TENANT'S compliance with the terms of this Agreement".

Additionally, we do not agree with the new agreement as the majority of the language changed.

Margaret sent many versions of agreements as PDFs and Word documents. If she sends us the most updated version as a Word document, we can also mark that up based on our comments.

-----end of Laura's correspondence

When you and I last spoke, you asked me to help, and I said that I would get in touch with the representatives of the units and work out how they were going to proceed and then get back to you. Yo

[Body truncated at extraction limit]

Date: Mar 31, 2022 03:39 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

March 31, 2022 - 11:38 AM

\$243.75

full transaction receipt

View the Privacy Policies for
Clover

Date: Mar 31, 2022 02:51 PM

From: "Edward Olmsted" <olmsted.mac@mac.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: I set up to meet Jack Glass at 97 Greene on April 11 Monday -Let me know that is OK

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

Date: Mar 31, 2022 06:52 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: I set up to meet Jack Glass at 97 Greene on April 11 Monday -Let me know that is OK

What time?

From:
Edward Olmsted

Date: Thursday, March 31, 2022 at 2:51 PM

To: Christian Gray , Margaret Sandercock

Subject: I set up to meet Jack Glass at 97 Greene on April 11 Monday -Let me know that is OK

Edward Olmsted

olmsted.mac@mac.com

1992 Route 9

Garrison, NY 10524

phone 845 424 4077

cell 914 318 2686

fax 845 424 3482

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Date: Mar 31, 2022 02:53 PM

From: "Edward Olmsted" <olmsted.mac@mac.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: I set up to meet Jack Glass at 97 Greene on April 11 Monday -Let me know that is OK

330 pm

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

On Mar 31, 2022, at 2:52 PM, Margaret Sandercock wrote:

What time?

From: Edward Olmsted
Date: Thursday, March 31, 2022 at 2:51 PM
To: Christian Gray , Margaret Sandercock
Subject: I set up to meet Jack Glass at 97 Greene on April 11 Monday -Let me know that is OK

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
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Date: Mar 31, 2022 06:59 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: I set up to meet Jack Glass at 97 Greene on April 11 Monday -Let me know that is OK

Ok. I'll be there to let you in then.

Confirmed meet time:
Monday April 11th at 3:30pm

Thank you.

On Thu, Mar 31, 2022 at 2:53 PM, Edward Olmsted wrote:
330 pm

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

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What time?

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Date: Thursday, March 31, 2022 at 2:51 PM
To: Christian Gray , Margaret Sandercock
Subject: I set up to meet Jack Glass at 97 Greene on April 11 Monday -Let me know that is OK

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
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Date: Apr 01, 2022 12:29 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "John Storyk" <john.storyk@wsdg.com>

Subject: Re: FW: Possible engagement for valuation of part of Brooklyn recording studio

Greetings,

Thank you for the introduction, Margaret.

Mr. Storyk, it is an honor to e-meet you. Your life/work is an inspiration, and I look forward to meeting you in person some day. Thank you for the follow-up email, I will send you an email with a quick overview of the situation. I look forward to hearing from you.

In gratitude,

Christian Gray

Sent with ProtonMail secure email.

----- Original Message -----

On Wednesday, March 16th, 2022 at 5:27 PM, Margaret Sandercock wrote:

Christian Gray, please meet John Storyk. He is out of town for several months but offers others from his office. I'll leave the two of you to it. Christian, I might not have explained exactly correctly what you need, as I understand it's valuation of part of your studio (not the ones in your loft) but was not sure why you need it. Anyway, please let me know if you need anything else from me.

Mr. Storyk, glad to hear all seems relatively well with you.

From: John Storyk

Date: Wednesday, March 16, 2022 at 5:22 PM

To: Margaret Sandercock

Subject: Re: Possible engagement for valuation of part of Brooklyn recording studio

good to hear from you. I can certainly do this - but I personally will not be in NYC area till mid May winter digs in Mexico - working).

But easy for someone form our group to do this work.

Connect away, we will see what we can do.

Glad you are doing well. Take care.

John Storyk, R.A., Founding Partner

WSDG

Architectural Acoustic Consulting

Media Systems Engineering

Immediate Past Chair, Board of Directors

Walkway Over the Hudson

www.walkway.org

262 Martin Avenue

Highland, NY 12528, USA

O +1 845 691 9300 x302

M +1 914 475 8404

john.storyk@wsdg.com

www.wsdg.com

On Mar 16, 2022, at 4:15 PM, Margaret Sandercock wrote:

Dear Mr. Storyk:

I am not sure if you remember me, I am an attorney who used to work at the NYC Loft Board and we worked together a few years ago when you were the noise expert for my client Jarrett Wetherell. I hope you and your family have been well in this precarious time.

I was asked by a different, current client if I would approach you on his behalf. His name is Christian Gray and he operates recording studios both in his Loft Law loft and at a different business location, all in Brooklyn. He built his studios himself. I am his attorney for his living loft, however, he needs to get a valuation of part of the studio that is not in his living loft. If I understood correctly, it was damaged and there is an insurance claim and he is having difficulty finding the right person to do a valuation. Between Covid and whatever happened in the studio, he has not been doing a lot of business and needs to get his business back in shape.

This is a paying engagement and I think you would only need to be in Brooklyn once, it's not like an expert witness gig where you could have to come to NY multiple times. Christian is a lovely guy, I have been his lawyer for 2 years and he always pays me and is great to deal with. I am sure he would mesh your visit to his place with a time that you need to come to NYC anyway.

If you would entertain this at all, please let me know and I will introduce you. Thanks for considering.

All best regards,

Margaret Sandercock

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Date: Apr 01, 2022 06:36 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Laura Murtagh" <ljkassner1@gmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: 3 units at 226 Franklin

Laura, I am quite surprised by an email Christian shared with me, in which you, or perhaps others I represent, are attempting to claim that the deal you made with the landlord was for free rent in excess

of 6 months. The language that was asked to be restored in the agreement would have had the effect of giving you free rent from signing the agreement to leaving the building. The landlord lawyer made a mistake and drafted the agreement that way, but as you very well know, you and I discussed it and both of us knew that was never the deal. The lawyer caught his mistake and changed the agreement back to what was intended all along.

I have spoken to the landlord lawyer and he and the landlord are not willing to make ANY CHANGES AT ALL to the agreement. The ones you have are what you have to sign, if you are signing any agreement. You received final agreements for 2 units last Monday and for one unit last Tuesday. The agreement that came separately Tues. was the Canale agreement.

I understand that someone said I sent you "many documents." And that the request was made to send again what you really have to consider. Please understand, you already have this in your email and I have even told you what day you received it.

Of course I sent you many versions of these agreements, always with an explanation about why the agreement was changed. At that time, we were negotiating the agreements and asking for changes was appropriate. That is no longer the case, the period of negotiations is over.

In our practice, we expect clients to review their emails and respond within 24 hours, at least on weekdays. It is many days since I have heard anything from you. If you want me to set up another conference at which the judge will probably yell at all of you that you are not being honest nor dealing in good faith, that could probably be arranged.

At this point, I have nothing more to say except that I expect to hear from you by Monday.

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Date: Apr 05, 2022 08:35 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Laura Murtagh" <ljkassner1@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Fwd: 3 deals

Read below. I will move to be relieved as your lawyer if you don't accept the settlement you authorized me to negotiate.

Sent from my iPhone

Begin forwarded message:

From: HARRY SHAPIRO

Date: April 5, 2022 at 4:23:49 PM EDT

To: Margaret Sandercock

Subject: 3 deals

Reply-To: HARRY SHAPIRO

Margaret:

If your clients do not sign the agreements by Friday, I will e mail Judge Addison to schedule the 3 cases for trial.

Please let me know what your clients want to do.

Thanks.

HS

Harry Shapiro

Smith & Shapiro

116 East 27th Street, 3rd Floor

New York, New York 10016

Tel: (212) 685-6400

Fax (212) 779-7881

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Date: Apr 05, 2022 09:00 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Laura Murtagh" <ljkassner1@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: 3 deals

I have so advised them.

Sent from my iPhone

On Apr 5, 2022, at 4:35 PM, Margaret Sandercock wrote:

Read below. I will move to be relieved as your lawyer if you don't accept the settlement you authorized me to negotiate.

Sent from my iPhone

Begin forwarded message:

From: HARRY SHAPIRO

Date: April 5, 2022 at 4:23:49 PM EDT

To: Margaret Sandercock

Subject: 3 deals

Reply-To: HARRY SHAPIRO

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Please let me know what your clients want to do.

Thanks.

HS

Harry Shapiro

Smith & Shapiro

116 East 27th Street, 3rd Floor

New York, New York 10016

Tel: (212) 685-6400

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Date: Apr 07, 2022 08:32 AM

From: "Edward Olmsted" <olmsted.mac@mac.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: I scheduled with Jack Glass to meet at 97 Greene to address next steps for mold cleanup - I have to confirm but need to know if we will have access

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

Date: Apr 07, 2022 02:45 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Confirmed access to 97 Green St. at 3:30pm on Monday, April 11th

I will meet at 3:30pm on Monday, April 11th, to give you access to unit G21 at 97 Green St.

Thank you.

Christian

On Thu, Apr 7, 2022 at 10:32 AM, Edward Olmsted wrote:

Edward Olmsted
olmsted.mac@mac.com
1992 Route 9
Garrison, NY 10524
phone 845 424 4077
cell 914 318 2686
fax 845 424 3482

Date: Apr 08, 2022 05:13 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "Theodore Lockhart" <tclockhart67@gmail.com>, "philhub" <philhub@protonmail.com>

Subject: Oath conference date

There is a conference on June 6 at 10 am on the access application for Lockhart and Hubbard and on the harassment application filed by the TA. Unfortunately, Sally Schmidt's harassment application is also conferenced that day. I believe but am not positive that the conference will be remote.

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Date: Apr 08, 2022 05:21 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Theodore Lockhart" <tclockhart67@gmail.com>, "philhub" <philhub@protonmail.com>

Subject: Re: Oath conference date

Thank you for the update.

On Fri, Apr 8, 2022 at 1:13 PM, Margaret Sandercock wrote:

There is a conference on June 6 at 10 am on the access application for Lockhart and Hubbard and on the harassment application filed by the TA. Unfortunately, Sally Schmidt's harassment application is also conferenced that day. I believe but am not positive that the conference will be remote.

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Date: Apr 12, 2022 03:09 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Laura Murtagh" <ljkassner1@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: Matter of Kocielinski et al

Please review the above email from the conference judge at Oath. She does not wish to hold any further conferences and Indirectly confirms that the settlement agreement that was offered is what you asked for.

This is your last chance to sign the settlement agreements.

Since you do not stay in touch with me, nor accept my advice, I cannot take this case to trial. I have suggested 4 trial dates. I will wait a few days to hear from you and then will ask the trial judge to relieve me from representing you if there is no response. If my request is granted, you will either have to represent yourselves (I don't think that you, Laura, would be allowed to represent anyone, but rather each person applying would have to represent him or herself) or hire a different lawyer.

We are not required to turn over our work records, which you will need for trial, unless your bill is paid.

By the way, the judge assigned to this matter is not the worst one, before whom I think you would definitely lose, but this is not a good judge for you. He is a nice person but not at all pro tenant. I think you should consider that in deciding how to proceed.

We have had friction because I feel you should be able to reach decisions within the reasonable amounts of time that I, or that Oath, give you. It is really not possible for you to drag this decision out. I also would like to ask you to let me know your plans. Please don't just ignore me.

From: Elizabeth Sandercock

Date: Tuesday, April 12, 2022 at 10:59 AM

To: Margaret Sandercock

Subject: Matter of Kocielinski et al

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Date: Apr 12, 2022 11:59 AM

From: "Laura Murtagh" <ljkassner1@gmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: FW: Matter of Kocielinski et al

Hello Margaret, thank you for your email and the information.

We are not going to agree to the terms of the current agreement as we do not feel they are fair to the tenants. We understand that you will not represent us if we don't sign and will need another lawyer or choose to represent ourselves.

How were the trial dates proposed without consulting the group if they are available? Can you please provide the dates you proposed?

Thank you.

On Tue, Apr 12, 2022 at 11:09 AM Margaret Sandercock wrote:

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We are not required to turn over our work records, which you will need for trial, unless your bill is paid.

By the way, the judge assigned to this matter is not the worst one, before whom I think you would definitely lose, but this is not a good judge for you. He is a nice person but not at all pro tenant. I think you should consider that

in deciding how to proceed.

We have had friction because I feel you should be able to reach decisions within the reasonable amounts of time that I, or that Oath, give you. It is really not possible for you to drag this decision out. I also would like to ask you to let me know your plans. Please don't just ignore me.

From: Elizabeth Sandercock

Date: Tuesday, April 12, 2022 at 10:59 AM

To: Margaret Sandercock

Subject: Matter of Kocielinski et al

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Date: Apr 12, 2022 04:09 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Laura Murtagh" <ljkassner1@gmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Matter of Kocielinski et al

First, I would like to ask you to pay the bill you last received if you have not already done so. That bill represents work done in March. You will need to pay for work done in April when those bills are generated, in order to receive your files.

Second, I will once again point out that the terms offered are what you told me to negotiate, and that you have changed your mind. I have another client who gave up his Loft Law rights for \$25,000 yesterday after living in the building since 2004, which is about half of his life. There are issues with your case and that affects how much is a fair buyout. Apparently at one time you thought the terms were fair, but now you don't.

Third, I have not agreed to any particular trial dates. I suggested that the case will take 4 days for the trial. In order to get specific dates, you have to say how many days you think you need. Then specific dates are suggested and usually you will have a choice. I will let you know the suggested dates, which will probably be far in the future.

Will you consent to my being relieved as your attorney? If so, please promptly send me an email in a new thread so stating. You will need to say that you have consulted with all the applicants and that they all agree I can be relieved.

If not, I will have to ask the judge to excuse me from the case.

As I produced the offer of \$105,000 for all three units, my fee would have been \$10,500. Are you prepared to pay that now? (We might be willing to discount it if you did.). Or, if you hire another lawyer, you would need to tell that person you will owe me \$10,500 if you are bought out in future, as they need to take that into account in setting their own fees.

From: Laura Murtagh

Date: Tuesday, April 12, 2022 at 11:59 AM

To: Margaret Sandercock

Cc: Christian Gray

Subject: Re: FW: Matter of Kocielinski et al

Hello Margaret, thank you for your email and the information.

We are not going to agree to the terms of the current agreement as we do not feel they are fair to the tenants. We understand that you will not represent us if we don't sign and will need another lawyer or choose to represent ourselves.

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We have had friction because I feel you should be able to reach decisions within the reasonable amounts of time that I, or that Oath, give you. It is really not possible for you to drag this decision out. I also would like to ask you to let me know your plans. Please don't just ignore me.

From:
Elizabeth Sandercock

Date: Tuesday, April 12, 2022 at 10:59 AM

To: Margaret Sandercock

Subject: Matter of Kocielinski et al

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[Body truncated at extraction limit]

Date: Apr 12, 2022 12:15 PM

From: "Laura Murtagh" <ljkassner1@gmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: Matter of Kocielinski et al

Thank you again for this email. Please give me a day to share these details with the group and get back to you.

On Tue, Apr 12, 2022 at 12:09 PM Margaret Sandercock wrote:

First, I would like to ask you to pay the bill you last received if you have not already done so. That bill represents work done in March. You will need to pay for work done in April when those bills are generated, in order to receive your files.

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As I produced the offer of \$105,000 for all three units, my fee would have been \$10,500. Are you prepared to pay that now? (We might be willing to discount it if you did.). Or, if you hire another lawyer, you would need to tell that person you will owe me \$10,500 if you are bought out in future, as they need to take that into account in setting their own fees.

From: Laura Murtagh

Date: Tuesday, April 12, 2022 at 11:59 AM

To: Margaret Sandercock

Cc: Christian Gray

Subject: Re: FW: Matter of Kocielinski et al

Hello Margaret, thank you for your email and the information.

We are not going to agree to the terms of the current agreement as we do not feel they are fair to the tenants. We understand that you will not represent us if we don't sign and will need another lawyer or choose to represent ourselves.

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We are not required to turn over our work records, which you will need for trial, unless your bill is paid.

By the way, the judge assigned to this matter is not the worst one, before whom I think you would definitely lose, but this is not a good judge for you. He is a nice person but not at all pro tenant. I think you should consider that in deciding how to proceed.

We have had friction because I feel you should be able to reach decisions within the reasonable amounts of time that I, or that Oath, give you. It is really not possible for you to drag this decision out. I also would like to ask you to let me know your plans. Please don't just ignore me.

From:
Elizabeth Sandercock

Date: Tuesday, April 12, 2022 at 10:59 AM

To: Margaret Sandercock

Subject: Matter of Kocielinski et al

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Date: Apr 12, 2022 04:42 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Laura Murtagh" <ljkassner1@gmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Matter of Kocielinski et al

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Cc: Christian Gray

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Date: Apr 13, 2022 05:00 PM

From: "Laura Murtagh" <lkrassner1@gmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: Matter of Kocielinski et al

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Thank you,
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From:
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Date: T
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Date: Apr 13, 2022 09:09 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Laura Murtagh" <ljkassner1@gmail.com>, "Christian Gray"
<christiangray3@protonmail.com>

Subject: Re: Matter of Kocielinski et al

One of the judge's assistants will be in touch with me. Timing is off, if I get a request to set specific dates, and I can't refer the matter to the applicants as I have not yet been relieved by the judge.

Please prepare a simple statement as follows, to be signed by each, or all, applicants.

I consent to Goodfarb & Sandercock, LLP being relieved as counsel to me in my Loft Board coverage and protected occupancy applications. For the time being I will represent myself. I will let Oath know if I retain new counsel

Sign name, print name. Write email address and phone number legibly.

Date

This should be sent by email ASAP, and followed up with original signatures by mail. Our mailing address is Goodfarb & Sandercock, LLP, 110 E. 59th St., 22nd Fl., NY, NY 10022.

If I do not receive this quickly I may have to do something about choosing dates for your trial.

Please also understand that we are not required to, and will not, release your records unless your bill to date is paid, and that if you ever change your minds and are bought out, you owe us the contingency fee earned in this case.

From:
Laura Murtagh

Date: Wednesday, April 13, 2022 at 5:00 PM

To: Margaret Sandercock

Cc: Christian Gray

Subject: Re: Matter of Kocielinski et al

Hello Margaret,

The group has consented to relieve you as our lawyer as they are prepared to go to trial. Please let me know what the letter needs to say and who it needs to come from.

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Date: Apr 16, 2022 01:56 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Laura Murtagh" <ljkassner1@gmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: [EXTERNAL] Re: Matter of Kocielinski, Oath Index No. 2302/21 and 2323/21; Matter of Rogowski, Oath Index No. 2313/21, 2314/21; Matter of Canale, Oath Index No. 2304/21, 2311/21

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There are 3 options for how to handle. Something between 4 and 6 trial days have to be chosen from the list below. If you are going to hire new counsel, you should be asking him or her which dates are possible for him or her. If you have new counsel by Monday, you can do that and I will choose those dates. Or, I can choose dates based on what you tell me by Monday, which works if you will represent yourselves but not so well if you are going to get a lawyer. Or, you can get the writings excusing me from representing you, so that I have them on Monday and I will show them to the judge and ask her to be relieved and then you will have to choose your own dates or have a new lawyer do so.

If I do not hear from you by Monday early afternoon of how to proceed here, I will have no choice but to choose dates; in that case, if the dates are not good for you, you may have difficulty changing them.

I don't know why the trial judge was changed but the judge you are assigned is better for your case than the one previously assigned.

From: "VanRhyn, Elaine (OATH)"

Date: Friday, April 15, 2022 at 3:57 PM

To: HARRY SHAPIRO , Margaret Sandercock , "Addison, Ingrid (OATH)"

Subject: RE: [EXTERNAL] Re: Matter of Kocielinski, Oath Index No. 2302/21 and 2323/21; Matter of Rogowski, Oath Index No. 2313/21, 2314/21; Matter of Canale, Oath Index No. 2304/21, 2311/21

Assigned trial Judge: Astrid Gloade

Available dates: June 22, 23

July 12, 13, 20, 21, 22, 26, 27, 28, 29

August 1, 2, 3, 4, 5

Elaine VanRhyn

Calendar Unit Supervisor

Office of Administrative Trials and Hearings

100 Church Street, 12th Floor

New York, New York 10007

212-933-3023

evanrhyn@oath.nyc.gov

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here.

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Visit the
COVID-19 Citywide Information Portal.

From: HARRY SHAPIRO

Sent: Tuesday, April 12, 2022 8:54 PM

To: mbs@goodfarblaw.com; Addison, Ingrid (OATH)

Cc: VanRhyn, Elaine (OATH)

Subject: [EXTERNAL] Re: Matter of Kocielinski, Oath Index No. 2302/21 and 2323/21; Matter of Rogowski, Oath Index No. 2313/21, 2314/21; Matter of Canale, Oath Index No. 2304/21, 2311/21

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I would say 5-6 days.

HS

Harry Shapiro

Smith & Shapiro

116 East 27th Street, 3rd Floor

New York, New York 10016

Tel: (212) 685-6400

Fax (212) 779-7881

In a message dated 4/12/2022 10:52:34 AM Eastern Standard Time,
mbs@goodfarblaw.com writes:

Thank you, Judge. I would suggest 4 days for trial.

From:
"Addison, Ingrid (OATH)"

Date: Tuesday, April 12, 2022 at 10:50 AM

To: Margaret Sandercock , HARRY SHAPIRO

Cc: "VanRhyn, Elaine (OATH)"

Subject: RE: Matter of Kocielinski, Oath Index No. 2302/21 and 2323/21; Matter of Rogowski, Oath Index No. 2313/21, 2314/21; Matter of Canale, Oath Index No. 2304/21, 2311/21

Dear Ms. Sandercock:

This matter was conferenced on three occasions. During each one, there were applicants present and they were competently represented by you. Moreover, as I recall, respondent conceded to their demand. Therefore, I am disinclined to allocate any more of my time to conference this case. The matter will be set for trial

Please let me know how many trial dates will be needed. Ms. VanRhyn, who is copied here, will provide you with available dates from which to choose.

As of now, the assigned trial judge is ALJ Noel Garcia, whose e-mail address is ngarcia2@oath.nyc.gov.

Very truly yours,

Ingrid M. Addison

Administrative Law Judge

NYC Office of Administrative Trials & Hearings

100 Church Street, 12th Floor

New York, New York 10007

Tel: (212) 933-3009

E-mail:

iaddison@oath.nyc.gov

From: Margaret Sandercock

Sent: Monday, April 11, 2022 10:58 AM

To: Addison, Ingrid (OATH) ; HARRY SHAPIRO

Subject: [EXTERNAL] Matter of Kocielinski, Oath Index No. 2302/21 and 2323/21; Matter of Rogowski, Oath Index No. 2313/21, 2314/21; Matter of Canale, Oath Index No. 2304/21, 2311/21

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Date: Apr 16, 2022 02:30 PM

From: "Laura Murtagh" <lkrassner1@gmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: FW: [EXTERNAL] Re: Matter of Kocielinski, Oath Index No. 2302/21 and 2323/21; Matter of Rogowski, Oath Index No. 2313/21, 2314/21; Matter of Canale, Oath Index No. 2304/21, 2311/21

Thank you, Margaret. As it is a holiday weekend, I will contact the tenants and get back to you as soon as possible. It may not be until Tuesday so if you can wait until then it would be appreciated. We will also send you the letter then and the other requests you have.

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Please let me know how many trial dates will be needed. Ms. VanRhyn, who is copied here, will provide you with available dates from which to choose.

As of now, the assigned trial judge is ALJ Noel Garcia, whose e-mail address is ngarcia2@oath.nyc.gov.

Very truly yours,

Ingrid M. Addison

Administrative Law Judge

NYC Office of Administrative Trials & Hearings

100 Church Street, 12th Floor

New York, New York 10007

Tel: (212) 933-3009

E-mail:
iaddison@oath.nyc.gov

From: Margaret Sandercock

Sent: Monday, April 11, 2022 10:58 AM

To: Addison, Ingrid (OATH) ; HARRY SHAPIRO
[Body truncated at extraction limit]

Date: Apr 16, 2022 07:39 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Laura Murtagh" <ljkassner1@gmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: [EXTERNAL] Re: Matter of Kocielinski, Oath Index No. 2302/21 and 2323/21; Matter of Rogowski, Oath Index No. 2313/21, 2314/21; Matter of Canale, Oath Index No. 2304/21, 2311/21

I want you to know it's possible I will not be able to wait till Tues. But for the fact that my office was

closed Friday, they would have expected my response Friday. Between us, my household observes both holidays this weekend, yet

I was able to make time to let you know about this. I am not the person imposing time limits. It would be wrong of me not to let you know what Oath expects.

From: Laura Murtagh

Date: Saturday, April 16, 2022 at 2:30 PM

To: Margaret Sandercock

Cc: Christian Gray

Subject: Re: FW: [EXTERNAL] Re: Matter of Kocielinski, Oath Index No. 2302/21 and 2323/21; Matter of Rogowski, Oath Index No. 2313/21, 2314/21; Matter of Canale, Oath Index No. 2304/21, 2311/21

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"VanRhyn, Elaine (OATH)"

Date: Friday, April 15, 2022 at 3:57 PM

To: HARRY SHAPIRO , Margaret Sandercock , "Addison, Ingrid (OATH)"

Subject: RE: [EXTERNAL] Re: Matter of Kocielinski, Oath Index No. 2302/21 and 2323/21; Matter of Rogowski, Oath Index No. 2313/21, 2314/21; Matter of Canale, Oath Index No. 2304/21, 2311/21

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August 1, 2, 3, 4, 5

Elaine VanRhyn

Calendar Unit Supervisor

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Sent: Tuesday, April 12, 2022 8:54 PM

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Cc: VanRhyn, Elaine (OATH)

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I would say 5-6 days.

HS

Harry Shapiro

Smith & Shapiro

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Tel: (212) 685-6400

Fax (212) 779-7881

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[Body truncated at extraction limit]

Date: Apr 18, 2022 01:59 PM

From: "Laura Murtagh" <ljkrassner1@gmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: [EXTERNAL] Re: Matter of Kocielinski, Oath Index No. 2302/21 and 2323/21; Matter of Rogowski, Oath Index No. 2313/21, 2314/21; Matter of Canale, Oath Index No. 2304/21, 2311/21

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Date: Monday, April 18, 2022 at 1:10 PM

To: Margaret Sandercock

Cc: Christian Gray

Subject: Re: FW: [EXTERNAL] Re: Matter of Kocielinski, Oath Index No. 2302/21 and 2323/21; Matter of Rogowski, Oath Index No. 2313/21, 2314/21; Matter of Canale, Oath Index No. 2304/21, 2311/21

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Date: Friday, April 15, 2022 at 3:57 PM

To: HARRY SHAPIRO , Margaret Sandercock , "Addison, Ingrid (OATH)"

Subject: RE: [EXTERNAL] Re: Matter of Kocielinski, Oath Index No. 2302/21 and 2323/21; Matter of Rogowski, Oath Index No. 2313/21, 2314/21; Matter of Canale, Oath Index No. 2304/21, 2311/21

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Elaine VanRhyn

Calendar Unit Supervisor

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Cc: VanRhyn, Elaine (OATH)

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I would say 5-6 days.

HS

Harry Shapiro

Smith & Shapiro

116 East 27th Street, 3rd Floor

New York, New York 10016

Tel: (212)

[Body truncated at extraction limit]

Date: Apr 18, 2022 06:28 PM

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To: "Laura Murtagh" <ljkassner1@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>

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To: "Laura Murtagh" <ljkassner1@gmail.com>, "Christian Gray"
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Please let me know when I can expect this paperwork. Thank you.

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Date: Apr 25, 2022 11:47 AM

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Please let me know when I can expect this paperwork. Thank you.

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Date: Apr 25, 2022 03:58 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Laura Murtagh" <ljkassner1@gmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Getting relieved as your lawyer

I have to ask Oath permission to get off your case. That will take a little time for which I will have to bill you. I can't do it yet as I don't have the papers from you.

When that is done, we will send you a final bill. When that is paid, we will send your records.

I had asked you to both email and mail me the signatures. That you didn't do both is costing you money.

From: Laura Murtagh

Date: Monday, April 25, 2022 at 11:48 AM

To: Margaret Sandercock

Cc: Christian Gray

Subject: Re: Getting relieved as your lawyer

Hello Margaret, we mailed the letter to relieve you as our attorney with original signatures last week. We have also paid our last bill so please email us the paperwork associated with the case. If there are any other outstanding bills we will pay them as we have done with every bill thus far. You can give OATH my email address so you do not need to be involved any further.

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Date: Apr 25, 2022 12:02 PM

From: "Laura Murtagh" <ljkassner1@gmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: Getting relieved as your lawyer

Here is the document with electronic signatures.

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Date: Monday, April 25, 2022 at 11:48 AM

To: Margaret Sandercock

Cc: Christian Gray

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Date: Apr 25, 2022 04:16 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Laura Murtagh" <ljkassner1@gmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Getting relieved as your lawyer

Probably I cannot use this. I told you that docusign could not be used. I explicitly stated that each person needed to sign his or her name with a pen, and that the document should be emailed to me and also the original signatures mailed.

Normally Oath and the Loft Board do not accept docusign.

From: Laura Murtagh

Date: Monday, April 25, 2022 at 12:03 PM

To: Margaret Sandercock

Cc: Christian Gray

Subject: Re: Getting relieved as your lawyer

Here is the document with electronic signatures.

On Mon, Apr 25, 2022 at 11:58 AM Margaret Sandercock wrote:

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Date: Apr 27, 2022 01:22 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Mold remediation

Did you meet with the landlord's expert? What was the outcome?

Sent from my iPhone

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Date: Apr 27, 2022 08:26 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: FW: Christian Gray, 226 Franklin

From:

David Skaller

Date: Wednesday, April 27, 2022 at 4:08 PM

To: Margaret Sandercock

Subject: RE: Christian Gray, 226 Franklin

Jack is working on a potential new scope of work and which i and my client will have to review and then jack will send to Ed. This is for settlement purposes only.

-----Original Message-----

From: Margaret Sandercock

Sent: Wednesday, April 27, 2022 9:38 AM

To: David Skaller

Subject: Christian Gray, 226 Franklin

Our experts met Apr. 11. Jack Glass agreed to a further scope of work and agreed to write it up but apparently has not done so yet. I am also advised Jack does not agree to do everything Olmsted believes is needed. In view of this status, how did you want to proceed? Both experts agree, I am told, that the unit is not habitable. Prolonging the time it is uninhabitable is not in the interest of either of our clients.

Sent from my iPhone

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Date: May 04, 2022 10:58 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Potential new client for you

There is a fine art painter named Jason that moved into the building on the Freeman St side, about a year ago. He says he is being affected by mold and his health has suffered as a result. He lives in the unit that Chris Love used to live in which is the first ground floor apartment to the left 100 Freeman St door. I know that Chris Love and his roommate were dealing with chronic leaks coming from above and were complaining of black mold and mold in general.

Can I pass along your office number to Jason? He is interested in retaining your services as well as Ed Olmsted's. He would like to get the unit tested for mold, especially black mold, and hold Marty accountable if there is a problem.

Thank you.

Christian

Date: May 05, 2022 02:09 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Potential new client for you

Yes. Thanks. Glad to speak to him.

Sent from my iPad

> On May 4, 2022, at 6:59 PM, Christian Gray <christiangray3@protonmail.com> wrote:

>

>

> There is a fine art painter named Jason that moved into the building on the Freeman St side, about a year ago. He says he is being affected by mold and his health has suffered as a result. He lives in the unit that Chris Love used to live in which is the first ground floor apartment to the left 100 Freeman St door. I know that Chris Love and his roommate were dealing with chronic leaks coming from above and were complaining of black mold and mold in general.

>

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>

> Thank you.

>

> Christian

>

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Date: May 31, 2022 03:18 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Mold update for Christian's unit

Ed, unless you can tell me you have word from the owner's expert about resuming work, I think there is no choice but for me to restore the HP case to the calendar. I don't think they will do anything about this condition unless there is pressure and at the moment, my pressing them does not seem to be enough.

There are 2 reasons to do this. First, if we do not restore the case soon, the court would be able to deny the restoration and we would need to start again. Second, there is a Supreme Court action for damages and we are messing up our ability to get damages by not doing everything we can to help ourselves in Housing Court.

Christian, please respond and let me know your feelings about this. I have time to do this work now so please respond soon. Thanks.

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Date: May 31, 2022 03:20 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Alex Post" <alex@thinkcraft.co>, "Aaron Smulkis"

<aaronsmulkis@gmail.com>, "Christian Gray"

<christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>,

"Kathryn Downie" <downiekathryn@hotmail.com>, "Erez Horovitz"

<ehorovitz@gmail.com>, "Theodore Lockhart" <Tclockhart67@gmail.com>, "Phil

Hubbard" <philhub@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: June 6 conference

Please note that the conference on the access application for the Lockhart unit and on the harassment application is being canceled because June 6 is a Jewish holiday and neither the landlord nor their lawyer is available. We will let you know when it is rescheduled. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: May 31, 2022 03:30 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Jenifer Orefice" <jo@goodfarblaw.com>, "Alex Post" <alex@thinkcraft.co>, "Aaron Smulkis" <aaronsmulkis@gmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "Erez Horovitz" <ehorovitz@gmail.com>, "Theodore Lockhart" <Tclockhart67@gmail.com>, "Phil Hubbard" <philhub@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: June 6 conference

Thank y

On Tue, May 31, 2022 at 11:20 AM, Jenifer Orefice wrote:

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Date: Jun 01, 2022 01:09 AM

From: "Kathryn Downie" <downiekathryn@hotmail.com>

To: "Jenifer Orefice" <jo@goodfarblaw.com>, "Alex Post" <alex@thinkcraft.co>, "Aaron Smulkis" <aaronsmulkis@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Erez Horovitz" <ehorovitz@gmail.com>, "Theodore Lockhart" <Tclockhart67@gmail.com>, "Phil Hubbard" <philhub@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: June 6 conference

Got it, thank you

From: Jenifer Orefice

Sent: Tuesday, May 31, 2022 11:20 AM

To: Alex Post ; Aaron Smulkis ; Christian Gray ; David May ; Kathryn Downie ; Erez Horovitz ; Theodore Lockhart ; Phil Hubbard

Cc: Margaret Sandercock

Subject: June 6 conference

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Jenifer Orefice, Legal Assistant

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Date: Jun 01, 2022 06:42 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: Mold update for Christian's unit

I will be out of town from June 8th through the 20th and then again from June 22nd or 23rd till around the 29th, so I won't be available until July. I have access to email etc. during the second trip but will be completely offline from June 8th through the 20th, possible a little earlier.

Sent with Proton Mail secure email.

----- Original Message -----

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Ed, unless you can tell me you have word from the owner's expert about resuming work, I think there is no choice but for me to restore the HP case to the calendar. I don't think they will do anything about this condition unless there is pressure and at the moment, my pressing them does not seem to be enough.

There are 2 reasons to do this. First, if we do not restore the case soon, the court would be able to deny the restoration and we would need to start again. Second, there is a Supreme Court action for damages and we are messing up our ability to get damages by not doing everything we can to help ourselves in Housing Court.

Christian, please respond and let me know your feelings about this. I have time to do this work now so please respond soon. Thanks.

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Date: Jun 01, 2022 07:19 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: Mold update for Christian's unit

I can move to restore the case to the calendar before July 1 as long as I have an affidavit signed by you before the 1st trip and then can schedule anything needing to be scheduled such as work in the unit, after July 1. Do

you want me to do that, or hold off till you return?

From:

Christian Gray

Date: Wednesday, June 1, 2022 at 2:42 PM

To: Margaret Sandercock

Cc: Edward Olmsted

Subject: Re: Mold update for Christian's unit

I will be out of town from June 8th through the 20th and then again from June 22nd or 23rd till around the 29th, so I won't be available until July. I have access to email etc. during the second trip but will be completely offline from June 8th through the 20th, possible a little earlier.

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Date: Jun 01, 2022 07:22 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Update for tenant group

I have succeeded in getting our harassment case and the Lockhart access case severed from Sally Schmidt's harassment application, I am pleased to say.

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Date: Jun 03, 2022 07:31 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

June 03, 2022 - 3:30 PM

\$150.00

full transaction receipt

View the Privacy Policies for
Clover

Date: Jun 06, 2022 04:31 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May"

<davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>,

"Erez Horovitz" <ehorovitz@gmail.com>, "Theodore Lockhart"

<Tclockhart67@gmail.com>, "Phil Hubbard" <philhub@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: FW: (KFC) Matter of 226 Franklin Street, Brooklyn - Conference, June 23, 2:00 p.m.

The conference for the harassment case is 6/23 at 2 pm; below you will find the link to join. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: "Schmidt, Brian (OATH)"

Date: Monday, June 6, 2022 at 11:47 AM

To: "Casey, Kevin (OATH)" , "schmidt.sally7@gmail.com" , "mbs@goodfarblaw.com" ,
"Hshapiro@smithandshapiro.com" , "LLindenberg@bbgllp.com"

Cc: OATH Calunit , ALJ Admin Assist , "Haley, Jessica (OATH)" , "Hamilton, Karen (OATH)"

Subject: (KFC) Matter of 226 Franklin Street, Brooklyn - Conference, June 23, 2:00 p.m.

22-1759 - Matter of Sally Schmidt

22-1758 - Matter of Various Tenants of 226 Franklin Street

Dear Parties,

The WebEx link for the June 23 scheduled conference in the above referenced matters is being provided to all parties. Please note the following:

22-1759 - Matter of Schmidt, is scheduled to start at 2:00 p.m.

22-1758 - Matter of Various Tenants of 226 Franklin Street is to begin immediately after the conclusion of the conference for Matter of Schmidt.

22-1754 - Access Application will be conferenced separately, with a date and time pending.

Please refer to Judge Casey's email directive from June 6, at 10:04 a.m. to determine who's attendance is required at which conference.

If you have any questions, please respond directly to that same referenced email thread.

Thank You,

Brian Schmidt

Confidential Secretary

Office of Administrative Trials and Hearings

100 Church St., 12th Floor

NY, NY 10007

Office: 212-933-3026

Cell: 347-486-0307

BSchmidt@oath.nyc.gov

-- Do not delete or change any of the following text. --

When it's time, join your Webex meeting here.

Join
meeting

More ways to join:

Join from the meeting link

<https://nyc-oath.webex.com/nyc-oath/j.php?MTID=m74b4238786cf831853480da314bb9be7>

Join by meeting number

Meeting number (access code): 2330 713 9122

Meeting password: AsC49APE3JP

Tap to join from a mobile device (attendees only)

+1-646-992-2010,,23307139122## United States Toll (New York City)

+1-408-418-9388,,23307139122## United States Toll

Join by phone

+1-646-992-2010 United States Toll (New York City)

+1-408-418-9388 United States Toll

Global call-in numbers

Join from a video system or application

Dial
23307139122@nyc-oath.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial
23307139122.nyc-oath@lync.webex.com

If you are a host,
click [here](#)
to view host information.

Need help? Go to
<https://help.webex.com>

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Date: Jun 06, 2022 09:36 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Mold update for Christian's unit

If you recommend that the case be restored before I leave then I will proceed with the affidavit. I can get it stamped tomorrow and mail it to you, if it needs to be a hard copy document. Please email it to me.

Have you had any feedback from Ed regarding what's going with the process?

Does it make sense to restore the HP case after the conference for the harassment case? Do you think that it would be a useful strategy to organize a rent strike with the TA to leverage Marty to sign off on the PAA's? Rent could be withheld until Marty signs off, and then the withheld rent could be paid to him. I'm not sure if the TA would move forward with this as there is concern that Marty would then target individuals with access letters if the strategy is unsuccessful and Marty does not sign off on the PAA's.

Sent with Proton Mail secure email.

----- Original Message -----

On Wednesday, June 1st, 2022 at 3:19 PM, Margaret Sandercock wrote:

I can move to restore the case to the calendar before July 1 as long as I have an affidavit signed by you before the 1st trip and then can schedule anything needing to be scheduled such as work in the unit, after July 1. Do you want me to do that, or hold off till you return?

From:
Christian Gray

Date: Wednesday, June 1, 2022 at 2:42 PM

To: Margaret Sandercock

Cc: Edward Olmsted

Subject: Re: Mold update for Christian's unit

I will be out of town from June 8th through the 20th and then again from June 22nd or 23rd till around the 29th, so I won't be available until July. I have access to email etc. during the second trip but will be completely offline from June 8th through the 20th, possible a little earlier.

Sent with
Proton Mail secure email.

----- Original Message -----

On Tuesday, May 31st, 2022 at 11:18 AM, Margaret Sandercock wrote:

Ed, unless you can tell me you have word from the owner's expert about resuming work, I think there is no choice but for me to restore the HP case to the calendar. I don't think they will do anything about this condition unless there is pressure and at the moment, my pressing them does not seem to be enough.

There are 2 reasons to do this. First, if we do not restore the case soon, the court would be able to deny the restoration and we would need to start again. Second, there is a Supreme Court action for damages and we are messing up our ability to get damages by not doing everything we can to help ourselves in Housing Court.

Christian, please respond and let me know your feelings about this. I have time to do this work now so please respond soon. Thanks.

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to advise us of the same, delete the original message from your system and then confirm its deletion. Any review, dissemination, distribution or copying of this message is strictly prohibited. Thank you.

Date: Jun 06, 2022 09:40 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: June 23rd Harassment Case Conference

FYI I will be on an airplane to Salt Lake City on June 23rd at 2pm. Is there anything that you need from me before I leave?

Sent with Proton Mail secure email.

Date: Jun 06, 2022 10:07 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Mold update for Christian's unit

I do recommend this but am not a jackrabbit and cannot provide an affidavit in your timeframe. I have other bookings tomorrow since I didn't hear from you.

If I can restore the case without your affidavit, which I have to study, I will do so. If I can't, I will have to wait till your return.

When you are in NY or in other places where you can use email, I would like to ask you to review your emails daily at least on business days. I would also like to ask you to notify me in advance when you will be away and unable to use email, which you mostly do.

Attendance at Oath conferences is supposed to be mandatory unless I have full settlement authority to settle on your behalf. The problem we have here is that there are many others involved and having a time convenient for all of you is

not simple. There is nothing you can do in advance, that I know of now in any case. On June 23 I will try not to make irrevocable decisions on your behalf.

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, June 6, 2022 at 5:36 PM

To: Margaret Sandercock

Subject: Re: Mold update for Christian's unit

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Proton Mail secure email.

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To: Margaret Sandercock

Cc: Edward Olmsted

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[Body truncated at extraction limit]

Date: Jun 13, 2022 06:19 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Edward Olmsted" <olmsted.mac@mac.com>, "Christian Gray"
<christiangray3@protonmail.com>
Subject: Christian Gray

I am going to restore HP to calendar. Landlord lawyer contacted me today and said Jack Glass says the original scope of work was done.

Sent from my iPhone

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Date: Jun 14, 2022 03:57 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted"
<olmsted.mac@mac.com>
Subject: Christian's HP case

I was able to figure out how to do a motion to restore even though Christian is out of town. The court date I chose is 7/7. No one will have to show up that day; it may well be that the court appearance is remote since there are attorneys on both sides. However, I think we are moving toward having to do a hearing as to whether they did the scope of work they agreed to and in any case, whether the scope must be expanded. The hearings in that courtroom are in person.

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Date: Jun 14, 2022 04:27 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: HP case

A copy of the motion to restore is attached for your records.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

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New York, NY 10022

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Fax: 212.509.0464

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Date: Jun 16, 2022 07:46 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "erez horovitz" <ehorovitz@gmail.com>, "Theodore Lockhart" <tlockhart67@gmail.com>, "philhub" <philhub@protonmail.com>

Subject: Possible buy outst

I know Christian is away and will not get this message promptly.

We will soon have a conference on the harassment case. It has been suggested that if all or several of you want to be bought out, it may make sense to make a group proposal.

I want to point out that to keep your Loft Law rights, you have to be a primary resident. It is no longer safe to rely on the idea that the pandemic is keeping you away. Also, if anyone is profiteering on their unit, that alone is cause for eviction. If anyone is doing any of these things, the landlord can get rid of you by evicting you, and does not have to buy you out.

If anyone wants to try to participate in a group buyout, please contact me individually. But people's respective buyout demands have to make sense taken together.

I think the landlord will entertain paying more than \$200,000 per unit but unless you have special factors, I am not sure they will pay double that.

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Date: Jun 16, 2022 08:34 PM

From: "philhub" <philhub@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>, "davidmortimermay@gmail.com" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "ehorovitz@gmail.com" <ehorovitz@gmail.com>, "tlockhart67@gmail.com" <tlockhart67@gmail.com>

Subject: Re: Possible buy outst

Can you define what constitutes "profiteering"?

Sent with Proton Mail secure email.

----- Original Message -----

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Date: Jun 16, 2022 08:41 PM

From: "philhub" <philhub@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>, "davidmortimermay@gmail.com" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "ehorovitz@gmail.com" <ehorovitz@gmail.com>, "tclockhart67@gmail.com" <tclockhart67@gmail.com>

Subject: Re: Possible buy outst

Does that include Air BnB?

Can a Loft Law tenant use the Unit for primarily commercial purposes in this building?

Sent with Proton Mail secure email.

----- Original Message -----

On Thursday, June 16th, 2022 at 4:34 PM, philhub wrote:

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Date: Jun 16, 2022 09:06 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "philhub" <philhub@protonmail.com>, "Christian Gray"

<christiangray3@protonmail.com>, "davidmortimermay@gmail.com"

<davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>,

"ehorovitz@gmail.com" <ehorovitz@gmail.com>, "tclockhart67@gmail.com"

<tclockhart67@gmail.com>

Subject: Re: Possible buy outsIt

Air bnb is a basis for eviction.

Loft Law tenants can use 49% of the loft for exclusively commercial purposes.

From:
philhub

Date: Thursday, June 16, 2022 at 4:42 PM

To: Margaret Sandercock , Christian Gray , davidmortimermay@gmail.com , Kathryn Downie , ehovovitz@gmail.com , tclockhart67@gmail.com

Subject: Re: Possible buy outsIt

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Date: Jun 19, 2022 01:52 AM

From: "Kathryn Downie" <downiekathryn@hotmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "philhub" <philhub@protonmail.com>, "Christian Gray" <christiangray3@protonmail.com>, "davidmortimermay@gmail.com" <davidmortimermay@gmail.com>, "ehorovitz@gmail.com" <ehorovitz@gmail.com>, "tclockhart67@gmail.com" <tclockhart67@gmail.com>

Subject: Re: Possible buy outsIt

I really don't want to sell.

Kate

From: Margaret Sandercock

Sent: Thursday, June 16, 2022 5:06 PM

To: philhub ; Christian Gray ; davidmortimermay@gmail.com ; Kathryn Downie ; ehovovitz@gmail.com ; tclockhart67@gmail.com

Subject: Re: Possible buy outsIt

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Date: Jun 20, 2022 01:30 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "Erez Horovitz" <ehorovitz@gmail.com>, "Theodore Lockhart" <Tclockhart67@gmail.com>, "Phil Hubbard" <philhub@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: FW: (KFC) Matter of 226 Franklin Street, Brooklyn - Conference, June 23, 2:00 p.m.

This is a reminder that the conference for the harassment case is 6/23 at 2 pm; below you will find the link to join. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: Jenifer Orefice on behalf of "Schmidt, Brian (OATH)"

Date: Monday, June 6, 2022 at 12:32 PM

To: Theodore Lockhart , Phil Hubbard

Cc: Margaret Sandercock

Subject: FW: (KFC) Matter of 226 Franklin Street, Brooklyn - Conference, June 23, 2:00 p.m.

Please note that Ms. Sandercock is in the process of working out a date for the access application conference. Thank you.

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From: Jenifer Orefice on behalf of "Schmidt, Brian (OATH)"

Date: Monday, June 6, 2022 at 12:31 PM

To: Christian Gray , David May , Kathryn Downie , Erez Horovitz , Theodore Lockhart , Phil Hubbard

Cc: Margaret Sandercock

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New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: "Schmidt, Brian (OATH)"

Date: Monday, June 6, 2022 at 11:47 AM

To: "Casey, Kevin (OATH)" , "schmidt.sally7@gmail.com" , "mbs@goodfarblaw.com" ,
"Hshapiro@smithandshapiro.com" , "LLindenberg@bbgllp.com"

Cc: OATH Calunit , ALJ Admin Assist , "Haley, Jessica (OATH)" , "Hamilton, Karen (OATH)"

Subject: (KFC) Matter of 226 Franklin Street, Brooklyn - Conference, June 23, 2:00 p.m.

22-1759 - Matter of Sally Schmidt

22-1758 - Matter of Various Tenants of 226 Franklin Street

Dear Parties,

The WebEx link for the June 23 scheduled conference in the above referenced matters is being provided to all parties. Please note the following:

22-1759 - Matter of Schmidt, is scheduled to start at 2:00 p.m.

22-1758 - Matter of Various Tenants of 226 Franklin Street is to begin immediately after the conclusion of the conference for Matter of Schmidt.

22-1754 - Access Application will be conferenced separately, with a date and time pending.

Please refer to Judge Casey's email directive from June 6, at 10:04 a.m. to determine who's attendance is required at which conference.

If you have any questions, please respond directly to that same referenced email thread.

Thank You,

Brian Schmidt

Confidential Secretary

Office of Administrative Trials and Hearings

100 Church St., 12th Floor

NY, NY 10007

Office: 212-933-3026

Cell: 347-486-0307

BSchmidt@oath.nyc.gov

-- Do not delete or change any of the following text. --

When it's time, join your Webex meeting here.

Join
meeting

More ways to join:

Join from the meeting link

<https://nyc-oath.webex.com/nyc-oath/j.php?MTID=m74b4238786cf831853480da314bb9be7>

Join by meeting number

Meeting number (access code): 2330 713 9122

Meeting password: AsC49APE3JP

Tap to join from a mobile device (attendees only)

+1-646-992-2010,,23307139122## United
States Toll (New York City)

+1-408-418-9388,,23307139122## United
States Toll

Join by phone

+1-646-992-2010 United States Toll (New York City)

+1-408-418-9388 United States Toll

Global call-in
numbers

Join from a video system or application

Dial
23307139122@nyc-oath.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial
23307139122.nyc-oath@lync.webex.com

If you are a host,
click [here](#)
to view host information.

Need help? Go to
<https://help.webex.com>

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Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Motion to Consolidate

A copy of the motion to consolidate the OATH applications is attached for your records.

Jenifer Orefice, Legal Assistant

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White Plains, NY 10601

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Date: Jun 20, 2022 10:40 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Kathryn Downie" <downiekathryn@hotmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "philhub" <philhub@protonmail.com>, "davidmortimermay@gmail.com" <davidmortimermay@gmail.com>, "ehorovitz@gmail.com" <ehorovitz@gmail.com>, "tclockhart67@gmail.com" <tclockhart67@gmail.com>

Subject: Re: Possible buy outsIt

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Kate

From: Margaret Sandercock

Sent: Thursday, June 16, 2022 5:06 PM

To: philhub ; Christian Gray ; davidmortimermay@gmail.com ; Kathryn Downie ; ehovovitz@gmail.com ; tclockhart67@gmail.com

Subject: Re: Possible buy outsIt

Air bnb is a basis for eviction.

Loft Law tenants can use 49% of the loft for exclusively commercial purposes.

From:
philhub

Date: Thursday, June 16, 2022 at 4:42 PM

To: Margaret Sandercock , Christian Gray , davidmortimermay@gmail.com , Kathryn Downie , ehovovitz@gmail.com , tclockhart67@gmail.com

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Date: Jun 20, 2022 11:02 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Possible buy outsIt

Several tenants have approached me about a buyout. I know your buyout number would be very high, but do you have one?

From: Christian Gray

Reply-To: Christian Gray

Date: Monday, June 20, 2022 at 6:41 PM

To: Kathryn Downie , Margaret Sandercock , philhub , "davidmortimermay@gmail.com" , "ehorovitz@gmail.com" , "tclockhart67@gmail.com"

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philhub

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From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Possible buy outsIt

What is a lot money, in your opinion?

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Reply-To: Christian Gray

Date: Monday, June 20, 2022 at 6:41 PM

To: Kathryn Downie , Margaret Sandercock , philhub , "davidmortimermay@gmail.com" , "ehorovitz@gmail.com" , "tclockhart67@gmail.com"

Subject: Re: Possible buy outsIt

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Kate

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Sent: Thursday, June 16, 2022 5:06 PM

To: philhub ; Christian Gray ; davidmortimermay@gmail.com ; Kathryn Downie ; ehorovitz@gmail.com ; tclockhart67@gmail.com

Subject: Re: Possible buy outsIt

Air bnb is a basis for eviction.

Loft Law tenants can use 49% of the loft for exclusively commercial purposes.

From:
philhub

Date: Thursday, June 16, 2022 at 4:42 PM

To: Margaret Sandercock , Christian Gray , davidmortimermay@gmail.com , Kathryn Downie , ehorovitz@gmail.com , tclockhart67@gmail.com

Subject: Re: Possible buy outsIt

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If anyone wants to try to participate in a group buyout, please contact me individually. But people's respective buyout demands have to make sense taken together.

I think the landlord will entertain paying more than \$200,000 per unit but unless you have special factors, I am not sure they will pay double that.

CONFIDENTIALITY: The information contained
[Body truncated at extraction limit]

Date: Jun 20, 2022 11:48 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Possible buy outst

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Possible buy out

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From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Possible buy out

The damages case is way more than that, you should review it. You seem to have forgot that I lost all of my material possessions, a recording studio worth of electronics, 3 plus years of income (tax records have the exact number from 2019), and most of the fixtures, including a recording studio build out, and time it required to design and build them. Also lawyers fees and Ed's fees.

WHEREFORE,

plaintiff demands judgment against defendant as follows:

On the first cause of action, judgment in favor of plaintiff and against defendant awarding plaintiff an amount to be determined but at least \$275,000.00, together with applicable interest;

On the second cause of action, judgment in favor of plaintiff and against defendant awarding plaintiff an amount to be determined but at least \$375,000.00, together with applicable interest;

On the third cause of action, judgment in favor of plaintiff and against defendant awarding plaintiff an amount to be determined but at least \$375,000.00, together with applicable interest;

On the fourth cause of action, fining defendant as permitted by law together with a judgment declaring that the Premises is not in compliance with the Loft Law and that accordingly, no rent is due and invalidating the rent invoice annexed as Exhibit D;

On the fifth cause of action, judgment in favor of plaintiff and against defendant awarding plaintiff an amount to be determined but at least \$10,000.00, together with applicable interest; Together with costs, disbursements, applicable interest and such other and further relief as is just and proper.

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Sent: Thursday, June 16, 2022 5:06 PM

To: philhub

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Date: Jun 21, 2022 01:30 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Possible buy out

Perhaps we're not on the same page. You'd be lucky to get \$1M tops. If you really had that work in your studios, you'd have found some other place to do it. Which you have not. Some work is lost during Covid, not the landlord's fault. You did not authorize me to restore your HP case when it should have been done at least 9 mo. ago. The reason I begged you to restore it recently is that its lack of restoration costs you 9 mo. to a year of damages. And getting a big award takes maybe 8 years. Do you really want to fight the battle of how to legalize your unit, risk the loss of that battle, risk the loss of money that would cost, live thru legalization with this landlord? Getting money sooner and moving on is almost certainly better than other options.

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Date: Jun 28, 2022 10:42 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "erez horovitz" <ehorovitz@gmail.com>, "Theodore Lockhart" <clockhart67@gmail.com>, "philhub" <philhub@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: buyouts

Some of you asked about trying to do a buyout for multiple but not all units. The landlord is not interested unless everyone participates. You all know whether you may have some problems with the landlord and thus prefer to leave or whether you told me you are not interested in a buyout.

If there is any interest in my stating a high enough number that all of you would leave, please let me know.

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Date: Jun 29, 2022 02:27 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>

Subject: Billing for 226 Group

It looks to me like reviewing our records, the group bill was not paid in the last 2 months. The present amount due is \$700.

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Date: Jun 30, 2022 04:38 PM

From: "Kathryn Downie" <downiekathryn@hotmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Billing for 226 Group

I just got the invoice from Jennifer the other day. I don't remember getting one 2 months ago but I figure it out and get it to you asap.

From: Margaret Sandercock

Sent: Wednesday, June 29, 2022 10:27 AM

To: Christian Gray ; Kathryn Downie

Subject: Billing for 226 Group

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From: "Kathryn Downie" <downiekathryn@hotmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>, "Jenifer Orefice" <jo@goodfarblaw.com>
Subject: Re: Billing for 226 Group

In the invoice we received from you on 6/26 we had a credit. I'm confused about how we had an unpaid bill for 2 months if we had a credit. Also, if that's accurate why is the credit not subtracted from the new bill of \$700?

If I'm missing something please let me know.

Either way we will get what we owe you in the next week.

Kate

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Date: Jun 30, 2022 04:52 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>
To: "Kathryn Downie" <downiekathryn@hotmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>
Subject: RE: Billing for 226 Group

I'm not sure what you mean, These are last few invoices for the Tenant Assoc.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, New York 10601

914.428.3400 / 914.428.3407 fax

JO@Goodfarblaw.com

MANHATTAN OFFICE:

110 East 59th Street, 22nd Floor

New York, NY 10022

212.509.0440

212.509.0464 fax

From: Kathryn Downie

Sent: Thursday, June 30, 2022 12:48 PM

To: Margaret Sandercock ; Christian Gray ; Jenifer Orefice

Subject: Re: Billing for 226 Group

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Date: Jun 30, 2022 07:40 PM

From: "Kathryn Downie" <downiekathryn@hotmail.com>

To: "Jenifer Orefice" <jo@goodfarblaw.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Billing for 226 Group

From: Jenifer Orefice

Sent: Thursday, June 30, 2022 12:52 PM

To: Kathryn Downie ; Margaret Sandercock ; Christian Gray

Subject: RE: Billing for 226 Group

I'm not sure what you mean, These are last few invoices for the Tenant Assoc.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, New York 10601

914.428.3400 / 914.428.3407 fax

JO@Goodfarblaw.com

MANHATTAN OFFICE:

110 East 59th Street, 22nd Floor

New York, NY 10022

212.509.0440

212.509.0464 fax

From: Kathryn Downie

Sent: Thursday, June 30, 2022 12:48 PM

To: Margaret Sandercock ; Christian Gray ; Jenifer Orefice

Subject: Re: Billing for 226 Group

In the invoice we received from you on 6/26 we had a credit. I'm confused about how we had an unpaid bill for 2 months if we had a credit. Also, if that's accurate why is the credit not subtracted from the new bill of \$700?

If I'm missing something please let me know.

Either way we will get what we owe you in the next week.

Kate

From: Margaret Sandercock

Sent: Wednesday, June 29, 2022 10:27 AM

To: Christian Gray ; Kathryn Downie

Subject: Billing for 226 Group

It looks to me like reviewing our records, the group bill was not paid in the last 2 months. The present amount due is \$700.

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Date: Jun 30, 2022 07:50 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Kathryn Downie" <downiekathryn@hotmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Billing for 226 Group

That is your individual statement reflecting a credit balance, not the group bill.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: Kathryn Downie

Date: Thursday, June 30, 2022 at 3:40 PM

To: Jenifer Orefice , Margaret Sandercock , Christian Gray

Subject: Re: Billing for 226 Group

From: Jenifer Orefice

Sent: Thursday, June 30, 2022 12:52 PM

To: Kathryn Downie ; Margaret Sandercock ; Christian Gray

Subject: RE: Billing for 226 Group

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Jenifer Orefice, Legal Assistant

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235 Main Street - Penthouse Suite

White Plains, New York 10601

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Date: Jul 06, 2022 05:15 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: HP case

The court shifted the date for the motion to restore the HP case to the calendar to Aug. 1. It was supposed to take place tomorrow.

This is an in person appearance at 141 Livingston St., Room 409, in downtown Brooklyn. You are welcome on the 1st; you have to prove you've been vaccinated. You don't have to come on the 1st but if the case is scheduled for trial, you will need to be there on future dates. Therefore, if there are dates after 8/1 when you are unavailable, please let me know before 8/1. If you are not vaccinated, please let me know as I will have to explore the alternatives.

Thank you.

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Date: Jul 06, 2022 08:22 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Fw: Your receipt from GOODFARB & SANDERCOCK, LLP

Hi Adam,

Attached is the receipt for the \$150 that I authorized on June 3rd.

Sent with Proton Mail secure email.

----- Original Message -----

On Friday, June 3rd, 2022 at 3:31 PM, GOODFARB & SANDERCOCK, LLP (via Clover) wrote:

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

June 03, 2022 - 3:30 PM

\$150.00

full transaction receipt

View the Privacy Policies for
Clover

Date: Jul 06, 2022 08:34 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

July 06, 2022 - 4:34 PM

\$449.00

full transaction receipt

View the Privacy Policies for
Clover

Date: Jul 06, 2022 08:50 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: HP case

Thanks for the update.

I am vaccinated but I haven't received booster shots. Can I still attend the court date in person, or can attend via WebX? There is a good possibility that I will be in Sarasota for my Mother's birthday on July 30th and would need to make arrangements.

I am back in NYC and will be working on a buyout number as well as getting on the same page with Adam regarding the damages case.

Thank you for your work.

Christian

Sent with Proton Mail secure email.

----- Original Message -----

On Wednesday, July 6th, 2022 at 1:15 PM, Margaret Sandercock wrote:

The court shifted the date for the motion to restore the HP case to the calendar to Aug. 1. It was supposed to take place tomorrow.

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Thank you.

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Date: Jul 06, 2022 08:58 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: HP case

That court does not use Web Ex , but rather Microsoft Teams, and will not allow you to participate remotely unless everyone does, which is unlikely in this case. Aug. 1 is not a big deal if you are not there. I am asking about this for dates after Aug. 1 for a trial or hearing. And, I will have to ask about vaxed but no booster, it may be OK.

From:

Christian Gray

Date: Wednesday, July 6, 2022 at 4:51 PM

To: Margaret Sandercock

Subject: Re: HP case

Thanks for the update.

I am vaccinated but I haven't received booster shots. Can I still attend the court date in person, or can attend via WebX? There is a good possibility that I will be in Sarasota for my Mother's birthday on July 30th and would need to make arrangements.

I am back in NYC and will be working on a buyout number as well as getting on the same page with Adam regarding the damages case.

Thank you for your work.

Christian

Sent with

Proton Mail secure email.

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Date: Jul 06, 2022 09:28 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "Erez Horovitz" <ehorovitz@gmail.com>, "Theodore Lockhart" <Tclockhart67@gmail.com>, "Phil Hubbard" <philhub@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Motion to Consolidate

A copy of the Reply on the Motion to Consolidate is attached for your records.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: Jenifer Orefice

Date: Monday, June 20, 2022 at 2:31 PM

To: Christian Gray , David May , Kathryn Downie , Erez Horovitz , Theodore Lockhart , Phil Hubbard

Cc: Margaret Sandercock

Subject: Motion to Consolidate

A copy of the motion to consolidate the OATH applications is attached for your records.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

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Date: Jul 11, 2022 07:22 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "David May" <davidmortimermay@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>, "erez horovitz" <ehorovitz@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>

Subject: Buyouts

This is a strategic moment to try to do a group buyout. The legal team for the building has changed and it may be true that they will only do buyouts if everyone participates. If we do not make a group proposal now we will have to withdraw the harassment case if anyone wants to be bought out in the future. I don't know if we will ever succeed in getting your PAAs and for some of you, without the PAA, your units don't suit your needs.

I have an important conference on legal issues in this case on Thursday. This is not a conference that involves you.

I would very much like to hear from each of you with a reasonable buyout number by Thurs. morning first thing.

Sent from my iPhone

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Date: Jul 12, 2022 03:23 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "David May" <davidmortimermay@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>, "erez horovitz" <ehorovitz@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>

Subject: Re: Buyouts

Also, as far as I can tell the group bill hasn't been paid in 3 mo. You owe us about \$700.

Sent from my iPhone

> On Jul 11, 2022, at 3:22 PM, Margaret Sandercock <mbs@goodfarblaw.com> wrote:

>

> This is a strategic moment to try to do a group buyout. The legal team for the building has changed and it may be true that they will only do buyouts if everyone participates. If we do not make a group proposal now we will have to withdraw the harassment case if anyone wants to be bought out in the future. I don't know if we will ever succeed in getting your PAAs and for some of you, without the PAA, your units don't suit your needs.

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Date: Jul 14, 2022 03:24 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Buyouts and PAA

Regarding the PAA:

Did you subpoena the record of Narrative Conference where the PAA's were agreed to?

This could be used to not only get the PAA's but also leverage a higher buyout number. If the number were high enough, I would take it as long as the damages case was settled before or as part of it.

In my opinion, Marty wants to demolish the building asap and then develop it.

The main obstacle in the way of Marty filing for a demo permit and demolishing the building is the fact that we have loft law and he needs to bring the whole building up to code and signed off on by DOB before he can file for a demo permit. It makes sense that Marty would want to demo the building. There are major structural issues that need to be dealt with on top of bringing the rest of the building up to code. It would be cheaper and much quicker to buy us out, not renew the 1-year long leases that the rest of the tenants who aren't covered by loft law, and clear the building. He could develop it himself or sell to a developer for a much higher price, if the building were empty.

The Colbs said they wouldn't leave for less than a \$1M buyout. That leaves the Colbs and potentially Aaron S for Marty to buyout before he could file for a demo permit.

The harassment suit is dire for Marty if he has any intention of developing the building himself, as he cannot buy us out. It would also take the value of the building down if he were to sell to a developer.

Its my opinion that Marty intends to demolish the building. There is flyer that is being skipped under all of the door in the building. I've attached pics of the front and back. Are you aware of this or the group, "The Union"?

The mysterious flyer claims that Marty intends on demolishing the building. We should use this to get very high buyouts. Marty doesn't want to give us the PAA because he wants us out so he can move along with his plan. Nothing can stop him, to my knowledge, once all of the Loft-law covered tenants are out. This position and the fact that his potential plans get derailed if he gets hit with a harassment conviction, puts us in a very strong position. Marty's is playing chicken with the harassment suite, but he also doesn't want to give us the PAA because he wants us leave. Marty's way out of the situation and to proceed with a demo plan is to buy us it now before a potential harassment conviction. It's seems to me that this would be an ideal situation to get a very high buyout. Otherwise he's stuck with us, potentially not paying rent, unable to buy us out, with severe consequences if he gets hit with another harassment suite and loses.

I don't particularly want to move out. I would like to get the PAA signed off on. That was the whole point of the harassment suite to begin with. That being said, if the buyout was high and I got most or all of the damages I would seriously consider it.

Also, Marty committed insurance fraud in my case. That's criminal. Can't that be used to settle the damages case with most or not all of what we're asking for, as well as leverage a high buyout for my unit??

Here's info from two real-estate professionals:

Our price per square foot can range from \$1,300 to \$1,600. That's residential. Our units are zoned mixed use residential, if I remember correctly, and that would make the property more valuable. G21 is the ground-floor corner of Franklin and Green St., which is one of the most valuable, if not the most valuable in the building.

My unit is @ 1,700 sq.ft
@ \$1,300 x 1,700 square.ft = \$2.21M

@ \$1,400 x 1,700 square.ft = \$2.38M

@ \$1,500 x 1,700 square.ft = \$2.55M

@ \$1,600 x 1,700 square.ft = \$2.72M

That's market rate for residential right now in our area.

Another person who is involved in RE said it was worth more. \$2.8-3.2M.

Even if Marty bought us out for 1M a piece he'd be making out, especially considering that if the harassment suite goes through, which you said that it probably will, especially with my case, his position is seriously compromised. I think that my unit can get more than 1M, in the current negotiation.

Marty will spend exponentially more just bringing the building up to code, not to mention the amount of time that the whole process would take...many years, it will take years to get the demo permit and evict us after getting the DOB to sign off on the legalization. As many have already said, Marty has no intention once legalizing the building, but I think that he would like to demo it asap.

Thanks for your work.

Christian

Date: Jul 14, 2022 03:29 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Buyouts and PAA

Your prices are ridiculously too high.

You asked about a subpoena, I don't have the ability to get such subpoena.

You need to reduce your demand by 100 percent or more.

Please do not force me to represent you in a weak case as you don't propose a reasonable buyout.

Sent from my iPhone

> On Jul 13, 2022, at 11:24 PM, Christian Gray <christiangray3@protonmail.com> wrote:

>

>

> Regarding the PAA:

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> This could be used to not only get the PAA's but also leverage a higher buyout number. If the number were high enough, I would take it as long as the damages case was settled before or as part of it.

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> @ \$1,300 x 1,700 square.ft = \$2.21M

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> Thanks for your work.

>

>

Date: Jul 14, 2022 03:57 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Buyouts and PAA

I do not plan to represent your group if you don't follow my advice. We are not in a good position and are unlikely to be in a better one. I would suggest we need to find a settlement position within the next 2 weeks, and I don't mean you tell me your demand in 2 weeks, I mean I need reasonable demands now and resolve within 2 weeks.

David is willing to leave for the 200,000 previously offered or less if needed. He knows he has primary residence issues, and Kate should have the same concerns. I believe your demand initially should be \$1m or less. The person with the best position is Erez, from whom I haven't heard not surprisingly as he doesn't want to leave, but those of you with problems in your position such as David and Kate should be working with Erez to make sure his demand works for him and with theirs.

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Sent from my iPhone

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>> Also, Marty committed insurance fraud in my case. That's criminal. Can't that be used to settle the damages case with most or not all of what we're asking for, as well as leverage a high buyout for my unit??

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>> Here's info from two real-estate professionals:

>> Our price per square foot can range from \$1,300 to \$1,600. That's residential. Our units are zoned mixed use residential, if I remember correctly, and that would make the property more valuable. G21 is the ground-floor corner of Franklin and

Date: Jul 14, 2022 04:07 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Buyouts and PAA

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> @ \$1,300 x 1,700 square.ft = \$2.21M

> @ \$1,400 x 1,700 square.ft = \$2.38M

> @ \$1,500 x 1,700 square.ft = \$2.55M

> @ \$1,600 x 1,700 square.ft = \$2.72M

>

> That's market rate for residential right now in our area.

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[Body truncated at extraction limit]

Date: Jul 14, 2022 04:14 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Buyouts and PAA

1. Why can't you subpoena the Narrative Conference records?

2. You specifically told me that my harassment case against Marty was strong. Are you telling me now that it's weak??

3. Why is Erez in the best position?

I will call everyone in the morning.

We will convene as a group and set up an in person meeting with you, or zoom for those who can't make it in person. The TA decided that we need to meet with you so we can all be on the same page moving forward.

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Date: Jul 14, 2022 01:24 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "erez horovitz" <ehorovitz@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Harassment case

I have not heard from some of you. I want to make sure you understand that if we proceed on the harassment case, it is unlikely you will ever be bought out because the landlord will not be able to deregulate your units. If we do not proceed on the harassment case, you will not get the PAA's that some of you need. So that you know, I am authorized to negotiate buyouts for Lockhart and Post/Hanover who are not yet covered. I cannot be required to get people I don't represent out of the building - I hear there is someone I don't represent with a high demand but the landlord is not asking me to work that out.

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Date: Jul 14, 2022 01:31 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Value of your space

I have spoken with my partner who would represent you in Supreme Court once your unit has the mold eradicated, assuming it ever is. He feels the value you place on your rights is completely unrealistic - I thought you were planning to speak with him about this issue but he hasn't heard from you. I can also tell you that the level you are requesting would not be at all do able. We both think you should be considering the value of having the money now rather than in future and also that litigation is always speculative, you don't always win.

We don't think it's clear that Marty committed insurance fraud, but if you think so, you would have to go to the police or preferably the DA and report it. They have discretion in these matters and I doubt it would be taken seriously.

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "erez horovitz" <ehorovitz@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>

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Date: Thursday, July 14, 2022 at 9:24 AM

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Date: Jul 14, 2022 11:30 AM

From: "erez horovitz" <ehorovitz@gmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>

Subject: Re: Harassment case

Hey Margaret,

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Erez Horovitz

erezhorovitz.com
ehorovitz@gmail.com

978 302 3680

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To: "erez horovitz" <ehorovitz@gmail.com>
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<davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>
Subject: Re: Harassment case

I can be available Monday till about 1 pm. Tuesday is not a good day, I have half day trial and undoubtedly will need the morning to prepare. I had wanted to do whatever we needed to do before 4 pm today due to the conference; this is time sensitive and pace is a problem.

Concerning getting us paid, our bills are due when you receive them so even the June work is 2 weeks late in being paid. We hoped to receive this payment in order to pay staff tomorrow.

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ehorovitz@gmail.com

978 302 3680

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[Body truncated at extraction limit]

Date: Jul 14, 2022 09:36 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Lockhart and Hubbard

They have another access hearing Aug. 3. I need to get Heather's minutes of the narrative conference into evidence like the last time. Can you repeat your prior testimony sometime Aug. 3? It will be a remote trial.

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Date: Jul 15, 2022 02:25 PM

From: "erez horovitz" <ehorovitz@gmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>

Subject: Re: Harassment case

Hey Margaret,

Kate dropped the check in the mail yesterday, apologies for the delay.

We're trying to find a time all of us can meet with you Monday before 1, will let you know when we settle on a time.

Thanks

Erez

On Thu, Jul 14, 2022 at 11:34 AM Margaret Sandercock wrote:

I can be available Monday till about 1 pm. Tuesday is not a good day, I have half day trial and undoubtedly will need the morning to prepare. I had wanted to do whatever we needed to do before 4 pm today due to the conference; this is time sensitive and pace is a problem.

Concerning getting us paid, our bills are due when you receive them so even the June work is 2 weeks late in being paid. We hoped to receive this payment in order to pay staff tomorrow.

From:

erez horovitz

Date: Thursday, July 14, 2022 at 11:30 AM

To: Margaret Sandercock

Cc: Christian Gray , David May , Kathryn Downie

Subject: Re: Harassment case

Hey Margaret,

Apologies on the outstanding balance, we're getting to the bottom of it and will pay our outstanding balance as soon as possible.

Per your suggestion, a group call might be a good next step for us just so we can all be on the same page.

What is your availability early next week? We are hoping to meet before hand and collect our thoughts before then.

Thanks again for your help and patience.

Erez

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paid and I would think it would be paid by now.

From:
Margaret Sandercock

Date: Thursday, July 14, 2022 at 9:24 AM

To: David May , Kathryn Downie , erez horovitz ,
Christian Gray

Subject: Harassment case

I have not heard from some of you. I want to make sure you understand that if we proceed on the harassment case, it is unlikely you will ever be bought out because the landlord will not be able to deregulate your units. If we do not proceed on the harassment case, you will not get the PAA's that some of you need. So that you know, I am authorized to negotiate buyouts for Lockhart and Post/Hanover who are not yet covered. I cannot be required to get people I don't represent out of the building - I hear there is someone I don't represent with a high demand but the landlord is not asking me to work that out.

Those of you who have contacted me have raised questions that others may also have. For example, if you are vulnerable to a primary residence case, that of course affects a buyout. At some point, the landlord will just pay his lawyers to evict you rather than pay you money. Price per sq. foot was raised by one of you - but that has no bearing on this type of buyout. It is not determined by sq. ft. The issue of a subpoena for Loft Board records about the PAA's was raised. I can't ask for a subpoena until there is a trial date and the subpoena is returnable (must be complied with) on the trial date, so we can't at this time get that information.

This is very time sensitive. All I can do is give you the best of my advice. Some of you are vulnerable to a primary residence case. I know that if you ever leave the building, all of you want to be bought out, and not just move out. I'd suggest you talk with one another because a total package has to make sense. I am also completely willing to schedule a meeting by Zoom or some other platform, or at my office, if it would help.

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--

Erez Horovitz

erezhorovitz.com

ehorovitz@gmail.com

978 302 3680

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[Body truncated at extraction limit]

Date: Jul 15, 2022 07:16 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "erez horovitz" <ehorovitz@gmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>

Subject: Re: Harassment case

My only availability Monday is in the morning.

From: erez horovitz

Date: Friday, July 15, 2022 at 2:26 PM

To: Margaret Sandercock

Cc: Christian Gray , David May , Kathryn Downie

Subject: Re: Harassment case

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To: David May , Kathryn Downie , erez horovitz ,
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Goodfarb & Sandercock, LLP at (914) 428-3400 to advise us of the same, delete the o

[Body truncated at extraction limit]

Date: Jul 21, 2022 04:48 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Lockhart and Hubbard

Yes, I can do that. I may be out of town but will figure out a way to make it happen. I don't have the notes anymore nor do I have a printer. Please have Phil print them out and give them to me. Thank you.

Sent with Proton Mail secure email.

----- Original Message -----

On Thursday, July 14th, 2022 at 5:36 PM, Margaret Sandercock wrote:

They have another access hearing Aug. 3. I need to get Heather's minutes of the narrative conference into evidence like the last time. Can you repeat your prior testimony sometime Aug. 3? It will be a remote trial.

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to advise us of the same, delete the original message from your system and then confirm its deletion. Any review, dissemination, distribution or copying of this message is strictly prohibited. Thank you.

Date: Jul 21, 2022 04:56 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Lockhart and Hubbard

Thanks. I will get to that in a few days.

From:
Christian Gray

Date: Thursday, July 21, 2022 at 12:48 PM

To: Margaret Sandercock

Subject: Re: Lockhart and Hubbard

Yes, I can do that. I may be out of town but will figure out a way to make it happen. I don't have the notes anymore nor do I have a printer. Please have Phil print them out and give them to me. Thank you.

Sent with
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Date: Jul 21, 2022 04:58 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Lockhart and Hubbard

Thank you.

Sent with Proton Mail secure email.

----- Original Message -----

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Date: Jul 21, 2022 08:27 PM

From: "erez horovitz" <ehorovitz@gmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>

Subject: Re: Harassment case

Hey Margaret,

Sorry for the delay, it took us a moment to all get together as a group. We'd like to schedule a meeting with you were we can all be in attendance (but we'll have one of us speak for everyone for the most part). Wondering what your availability was next week? A few options would be best so we can find a time that works for all of us.

Thanks

Erez

On Fri, Jul 15, 2022 at 3:16 PM Margaret Sandercock wrote:

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From: erez horovitz

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To: Margaret Sandercock

Cc: Christian Gray , David May , Kathryn Downie

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erez horovitz

Date: Thursday, July 14, 2022 at 11:30 AM

To: Margaret Sandercock

Cc: Christian Gray , David May , Kathryn Downie

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Date: Jul 26, 2022 11:05 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Cc: "Jenifer Orefice" <jo@goodfarblaw.com>

Subject: Testimony in access case

Because we are very busy with a trial today, I have not been able to prepare yet for Theo's access case next week. We still expect to need your testimony on Aug. 3.

I believe from speaking with Adam that you are about to go out of town. If you need a hard copy of the questions and answers from the last time you testified, I need an address where to send them by Fed Ex. Otherwise I will send them by email.

You are not allowed to have the questions with you when you testify. You should study them in advance. I am not telling you what to say, if anything is incorrect or untrue, I want you to tell me.

Sent from my iPhone

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Date: Jul 26, 2022 02:29 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Jenifer Orefice" <jo@goodfarblaw.com>

Subject: Re: Testimony in access case

I will be back in town on the 31st. You can email me the questions and answers. If I need them printed out I'll ask Phil to take care of it.

I'll plan on testifying on the 3rd and will let you know if I have any questions or if I have a problem with the content of the answers.

On Tue, Jul 26, 2022 at 7:05 AM, Margaret Sandercock wrote:

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Date: Jul 28, 2022 01:17 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Testimony

Attached are the pages from your prior testimony for your review. Please be on alert to testify remotely on August 4 at 9:30 am. Mr. Neratoff will be testifying first. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Jul 28, 2022 01:19 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Jenifer Orefice" <jo@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Testimony

I am sorry, there's an important misunderstanding. The date is AUGUST 3, not 4. Please confirm.

Sent from my iPad

On Jul 28, 2022, at 9:17 AM, Jenifer Orefice wrote:

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Jenifer Orefice, Legal Assistant

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Date: Jul 28, 2022 05:06 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Jenifer Orefice" <jo@goodfarblaw.com>

Subject: Re: Testimony

August 3rd, 9:30am, confirmed.

On Thu, Jul 28, 2022 at 9:19 AM, Margaret Sandercock wrote:

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Sent from my iPad

On Jul 28, 2022, at 9:17 AM, Jenifer Orefice wrote:

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Date: Aug 01, 2022 02:07 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Cc: "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: In preparation for our conference tomorrow with the 226 Franklin TA, and your prior call with Adam

I want to provide you with the following information that may help you evaluate the value of your rights in your loft.

First, Loft Law fixtures are depreciated over a 10 year period. Anything you installed prior to 10 years ago

may be depreciated to zero.

Second, recording studios are not proper home occupations. A home occupation cannot have more than 4 persons present at any time: the proprietor, up to 2 employees, and 1 client. To the extent you are claiming loss of use of the studios in your loft, you likely would not prevail.

Third, you sent me valuations based on sq. footage. As you don't own the space, that is not a relevant measurement and whoever suggested that to you I would think didn't know you don't own it. Concerning rental tenancies, a tenant can expect to receive "some part" of the money the landlord will make over 3 to 5 years if the premises is deregulated. What "some part " means is, there is a variance according to how much the landlord would have to spend to get the higher rent.

Fourth, you need to know that you harmed the valuation of the inconvenience of your time outside your home, first, by not hiring counsel and addressing the matter for 8 months after the incident that caused you not to be able to live there, and secondly, by not allowing me to restore the HP case 6 or 8 months ago. Also, you need to know that the landlord is now claiming that Ed Olmsted made the condition worse by the nature of his investigation after the landlord did their work.

Fifth, the prior damages case that we did for mold in a Loft Law unit, and that we considered an almost complete victory, involved the tenant collecting \$75,000. This was based mostly on legal fee reimbursement and professional fee reimbursement.

The summary of this is that when I wrote up the summons and complaint for Supreme Court, I used my imagination and pled very high numbers to intimidate the landlord. That does not at all mean I ever thought you would get those numbers, nor that I think you are entitled to them.

You also need to consider how much you will spend on legal and professional fees going forward, that there is some possibility the HP court will not require further mold remediation, and the value to you of having money now, not many years from now, during which time your life is on hold.

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Date: Aug 03, 2022 01:10 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Alexandr Neratoff" <alexandr@neratoff.com>, "Christian Gray" <christiangray3@protonmail.com>, "philhub" <philhub@protonmail.com>, "Theodore Lockhart" <tclockhart67@gmail.com>, "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: (ABG) 22-1754 Matter of American Package Company Inc., - Trial 8/3 at 9:30 a.m.

Here is the invitation for today.

From: NZeas@oath.nyc.gov

When: 9:30 AM - 5:00 PM August 3, 2022

Subject: (ABG) 22-1754 Matter of American Package Company Inc., - Trial 8/3 at 9:30 a.m.

Location: Scheduled For Trial

(ABG) 22-1754 Matter of American Package Company Inc., - Trial 8/3 at 9:30 a.m.

-- Do not delete or change any of the following text. --

When it's time, join your Webex meeting here.

Join
meeting

More ways to join:

Join from the meeting link

<https://nyc-oath.webex.com/nyc-oath/j.php?MTID=m21fbdbc9800023ff3d9bcc590971b0a9>

Join by meeting number

Meeting number (access code): 2335 718 0689

Meeting password: Jyreu9Uaj33

Tap to join from a mobile device (attendees only)

+1-646-992-2010,,23357180689## United
States Toll (New York City)

+1-408-418-9388,,23357180689## United
States Toll

Join by phone

+1-646-992-2010 United States Toll (New York City)

+1-408-418-9388 United States Toll

Global
call-in numbers

Join from a video system or application

Dial
23357180689@nyc-oath.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial
23357180689.nyc-oath@lync.webex.com

If you are a host,
click
here to view host information.

Need help? Go to
<https://help.webex.com>

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Date: Aug 03, 2022 01:19 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Alexandr Neratoff" <alexandr@neratoff.com>, "philhub" <philhub@protonmail.com>, "Theodore Lockhart" <tclockhart67@gmail.com>, "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: Re: (ABG) 22-1754 Matter of American Package Company Inc., - Trial 8/3 at 9:30 a.m.

Confirmed.

On Wed, Aug 3, 2022 at 9:10 AM, Margaret Sandercock wrote:

Here is the invitation for today.

From: NZeas@oath.nyc.gov

When: 9:30 AM - 5:00 PM August 3, 2022

Subject: (ABG) 22-1754 Matter of American Package Company Inc., - Trial 8/3 at 9:30 a.m.

Location: Scheduled For Trial

(ABG) 22-1754 Matter of American Package Company Inc., - Trial 8/3 at 9:30 a.m.

-- Do not delete or change any of the following text. --

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meeting

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Join by meeting number

Meeting number (access code): 2335 718 0689

Meeting password: Jyreu9Uaj33

Tap to join from a mobile device (attendees only)

+1-646-992-2010,,23357180689## United
States Toll (New York City)

+1-408-418-9388,,23357180689## United
States Toll

Join by phone

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+1-408-418-9388 United States Toll

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Join from a video system or application

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23357180689@nyc-oath.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial
23357180689.nyc-oath@lync.webex.com

If you are a host,
click
here to view host information.

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<https://help.webex.com>

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Date: Aug 03, 2022 01:21 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>
To: "Alexandr Neratoff" <alexandr@neratoff.com>, "Christian Gray"
<christiangray3@protonmail.com>, "Phil Hubbard" <philhub@protonmail.com>,
"Theodore Lockhart" <Tclockhart67@gmail.com>
Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Elizabeth Sandercock"
<es@goodfarblaw.com>

Subject: Trial

Please note that the trial is delayed until 10 am because the judge has to take care of something else first.

Mr. Neratoff, please let Ms. Sandercock know if you are attending the narrative conference at 1 pm live or remotely so she can figure out by when you have to testify in this present case.

Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

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Fax: 212.509.0464

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Date: Aug 03, 2022 10:49 AM

From: <alexandr@neratoff.com>

To: "Jenifer Orefice" <jo@goodfarblaw.com>, "Christian Gray" <christiangray3@protonmail.com>, "Phil Hubbard" <philhub@protonmail.com>, "Theodore Lockhart" <Tclockhart67@gmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Elizabeth Sandercock" <es@goodfarblaw.com>

Subject: RE: Trial

Was my 12/13/20 "Comments on the Access Application" put into evidence? It's a comprehensive document taking the owner's submission apart brick by brick, but I certainly cannot testify to all the details and dates from memory.

Alexandr Neratoff Architect
57 Prince Street, 2 Floor
New York, NY 10012
212 431 0011
Neratoff.com

From: Jenifer Orefice

Sent: Wednesday, August 3, 2022 9:22 AM

To: Alexandr Neratoff ; Christian Gray ; Phil Hubbard ; Theodore Lockhart

Cc: Margaret Sandercock ; Elizabeth Sandercock

Subject: Trial

Please note that the trial is delayed until 10 am because the judge has to take care of something else first. Mr. Neratoff, please let Ms. Sandercock know if you are attending the narrative conference at 1 pm live or remotely so she can figure out by when you have to testify in this present case. Thank you.

Jenifer Orefice, Legal Assistant
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This email has been checked for viruses by Avast antivirus software.

www.avast.com

Date: Aug 04, 2022 03:44 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>, "Christian Gray"
<christiangray3@protonmail.com>

Subject: FW: tomorrow

This regards Christian Gray. Ed, I need your technical help with the landlord's papers, the affirmation in opposition. Case status is that I brought an HP case in 2020, you helped us with a scope of work, we marked the HP case off as

landlord agreed to do your scope of work but when you tested after their work your report indicated that they had not done the scope of work and that the results did not indicate eradication of mold.

I moved to restore the HP case. The landlord is opposing it, and they claim the scope of work was done and that if there is still mold, it's your fault (the landlord is represented by the same law firm that won a case where you were the expert and Judge Stoller found that by opening up walls and ceilings you caused the spread of mold.).

I have papers due Aug. 31 but to me that is right around the corner as I am on vacation Aug. 20-26.

Ed, please let me know when we can speak. I have availability any time Monday up to 4 30, any time Tues. and Weds. morning at least.

Thanks.

From:

Jenifer Orefice

Date: Thursday, August 4, 2022 at 10:00 AM

To: Margaret Sandercock

Subject: Re: tomorrow

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: Margaret Sandercock

Date: Thursday, August 4, 2022 at 8:54 AM

To: Jenifer Orefice

Subject: Re: tomorrow

Please go to Christian Gray's HP case and send me as pdf's my motion to restore and the landlord's opp.

Get Outlook for iOS

From: Margaret Sandercock

Sent: Thursday, August 4, 2022 8:38:48 AM

To: Jenifer Orefice

Subject: Re: tomorrow

Please send me our escrow wiring instructions as a PDF.

Get Outlook for iOS

From: Jenifer Orefice

Sent: Wednesday, August 3, 2022 5:02:14 PM

To: Margaret Sandercock

Subject: Re: tomorrow

Here you go.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: Margaret Sandercock

Date: Wednesday, August 3, 2022 at 5:01 PM

To: Jenifer Orefice

Subject: tomorrow

Please send me the Snider vacatur agreement.

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Date: Aug 16, 2022 06:48 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Kathryn Downie" <downiekathryn@hotmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: TA Invoice

Ms. Sandercock does not want to add to the bill now.

She asked me to convey the following: the payment for this bill is more than 2 weeks late, and bills should be paid the day you get them, not weeks later. We bill once a month, which is completely reasonable and you need to adapt to our billing cycles and payment expectations.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: Kathryn Downie

Date: Tuesday, August 16, 2022 at 2:39 PM

To: Jenifer Orefice , Christian Gray

Subject: Re: TA Invoice

Hi Jennifer,

Is it possible for you to add anything to this bill now, like our recent phone with Margret? So that I can get an idea of what we owe for that and then just send one payment for everything.

Thanks

Kate

From: Jenifer Orefice

Sent: Thursday, July 28, 2022 1:45 PM

To: Kathryn Downie ; Christian Gray

Subject: TA Invoice

Please see the attached. Thank you.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

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Date: Aug 22, 2022 08:22 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

August 22, 2022 - 4:21 PM

\$112.50

full transaction receipt

View the Privacy Policies for
Clover

Date: Aug 25, 2022 01:47 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "erez horovitz" <ehorovitz@gmail.com>

Subject: Various re: 225 Franklin Tenants

I'm writing to both of you as I am not quite sure who is in charge.

I want to let you know that we have not yet been paid for our work last month despite my recent efforts to get us paid promptly. We are aware Kate mailed us a check but it's Aug. 25 and payment was due at least 3 weeks ago. Is it possible to change around payment arrangements so that this does not keep happening?

There may be no use in proposing buyouts now, it is so untimely compared to when it should have been done. I should add that we recently did an access hearing for Theo and I am pretty sure we will lose. They really can't afford their own legal bills and their share of the TA bill it would appear. We haven't been fully paid by them this month. Certainly they would benefit from a buyout or need to be encouraged not to have legal work done that they can't afford.

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Date: Aug 28, 2022 02:31 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "erez horovitz" <ehorovitz@gmail.com>

Subject: Re: Various re: 225 Franklin Tenants

I apologize, but as long as I am your lawyer, I think it's important for my emails to be answered. Please respond to the below email. Thank you.

The policy of our firm is that when we email a client, we expect a response within 24 hours unless we were advised in advance that someone will be away with no internet. (In limited circumstances, if someone so advise us, we might say that being away at that time is not a good idea.) You have litigation going on and we cannot have a situation where we receive no response. The timing within which I have to contact you and the time within which I need a response for litigation purposes, is not within my control. Unfortunately, we almost never hear from anyone in your group when they are going out of town. We particularly dislike situations where we care more about your case than you do.

We will be sending our next bills no later than Tues. I would have liked for the payment lag to have been understood and addressed within the last billing cycle. Most groups collect money in advance and most groups don't have someone administering payments who travels extensively and who always pays us very late. There is another option: some of our groups have someone pay us personally with a personal credit card and then they owe one another money, not us. This seems to me more appropriate than owing your lawyer money.

From: Margaret Sandercock

Date: Thursday, August 25, 2022 at 9:46 AM

To: Christian Gray , erez horovitz

Subject: Various re: 225 Franklin Tenants

I'm writing to both of you as I am not quite sure who is in charge.

I want to let you know that we have not yet been paid for our work last month despite my recent efforts to

get us paid promptly. We are aware Kate mailed us a check but it's Aug. 25 and payment was due at least 3 weeks ago. Is it possible to change around payment arrangements so that this does not keep happening?

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Date: Aug 29, 2022 10:00 AM

From: "erez horovitz" <ehorovitz@gmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Various re: 225 Franklin Tenants

Hey Margaret,

Apologies, I was in fact travelling when you sent your last email...

1. Noted RE expectation of response within 24 hours, first I'm hearing of that, and will act accordingly moving forward.
2. Will figure out a more streamlined way of paying you on time, totally agree that a 3 week delay is unacceptable and that mailing a check is not the best way to settle our balance. We'll figure out a more immediate system for paying.
3. Still waiting on Christian's buyout number, obviously his situation is a little more complicated, Christian, any movement on your end?
4. If we decide to move forward with any large legal work e.g. going further down the harassment lawsuit road, we'll confirm with you an estimate for the cost and make sure we have the funds. We do not want to take on legal work we cannot afford.

Thank you for your patience, it's a bit of juggling on our end which I'm sure you can appreciate. Please CC me the next bill to Kate, I'll make sure it gets settled more expeditiously.

Erez

On Sat, Aug 27, 2022 at 10:31 PM Margaret Sandercock wrote:

I apologize, but as long as I am your lawyer, I think it's important for my emails to be answered. Please respond to the below email. Thank you.

The policy of our firm is that when we email a client, we expect a response within 24 hours unless we were advised in advance that someone will be away with no internet. (In limited circumstances, if someone so advise us, we might say that being away at that time is not a good idea.) You have litigation going on and we cannot have a situation where we receive no response. The timing within which I have to contact you and the time within which I need a response for litigation purposes, is not within my control. Unfortunately, we almost never hear from anyone in your group when they are going out of town. We particularly dislike situations where we care more about your case than you do.

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Date: Thursday, August 25, 2022 at 9:46 AM

To: Christian Gray , erez horovitz

Subject: Various re: 225 Franklin Tenants

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--

Erez Horovitz

erezhorovitz.com
ehorovitz@gmail.com

978 302 3680

Date: Aug 29, 2022 02:13 PM

From: "erez horovitz" <ehorovitz@gmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Various re: 225 Franklin Tenants

Hey Margaret,

One point of clarification. Has anyone in our group of 5 signed a contract with you to negotiate a buyout and entitle you to a percentage of that buyout? Just want to get on the same page on where we are with that. Thanks

On Mon, Aug 29, 2022 at 10:00 AM erez horovitz wrote:

Hey Margaret,

Apologies, I was in fact travelling when you sent your last email...

1. Noted RE expectation of response within 24 hours, first I'm hearing of that, and will act accordingly moving forward.
2. Will figure out a more streamlined way of paying you on time, totally agree that a 3 week delay is unacceptable and that mailing a check is not the best way to settle our balance. We'll figure out a more immediate system for paying.
3. Still waiting on Christian's buyout number, obviously his situation is a little more complicated, Christian, any movement on your end?

4. If we decide to move forward with any large legal work e.g. going further down the harassment lawsuit road, we'll confirm with you an estimate for the cost and make sure we have the funds. We do not want to take on legal work we cannot afford.

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I apologize, but as long as I am your lawyer, I think it's important for my emails to be answered. Please respond to the below email. Thank you.

The policy of our firm is that when we email a client, we expect a response within 24 hours unless we were advised in advance that someone will be away with no internet. (In limited circumstances, if someone so advise us, we might say that being away at that time is not a good idea.) You have litigation going on and we cannot have a situation where we receive no response. The timing within which I have to contact you and the time within which I need a response for litigation purposes, is not within my control. Unfortunately, we almost never hear from anyone in your group when they are going out of town. We particularly dislike situations where we care more about your case than you do.

We will be sending our next bills no later than Tues. I would have liked for the payment lag to have been understood and addressed within the last billing cycle. Most groups collect money in advance and most groups don't have someone administering payments who travels extensively and who always pays us very late. There is another option: some of our groups have someone pay us personally with a personal credit card and then they owe one another money, not us. This seems to me more appropriate than owing your lawyer money.

From: Margaret Sandercock

Date: Thursday, August 25, 2022 at 9:46 AM

To: Christian Gray , erez horovitz

Subject: Various re: 225 Franklin Tenants

I'm writing to both of you as I am not quite sure who is in charge.

I want to let you know that we have not yet been paid for our work last month despite my recent efforts to get us paid promptly. We are aware Kate mailed us a check but it's Aug. 25 and payment was due at least 3 weeks ago. Is it possible to change around payment arrangements so that this does not keep happening?

There may be no use in proposing buyouts now, it is so untimely compared to when it should have been done. I should add that we recently did an access hearing for Theo and I am pretty sure we will lose. They really can't afford their own legal bills and their share of the TA bill it would appear. We haven't been fully paid by them this month. Certainly they would benefit from a buyout or need to be encouraged not to have legal work done that they can't afford.

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--

Erez Horovitz

erezhorovitz.com
ehorovitz@gmail.com

978 302 3680

--

Erez Horovitz

erezhorovitz.com
ehorovitz@gmail.com

978 302 3680

Date: Aug 31, 2022 06:11 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>
Subject: HP case

A copy of the Reply Affidavits served and filed today is attached.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

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110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

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Date: Aug 31, 2022 07:40 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>
Subject: Harassment application

When we filed the harassment application, apart from the mold situation caused by the burst pipe, you made me aware of a separate leak from the heater in G31. When did that leak start? How often does it happen? Does it still happen now?

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Date: Sep 01, 2022 03:15 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Harassment application

The leak comes from the rainwater that pools on the roof due to poor drainage. The exhaust vent for the gas heater in G31 is not tall enough and when the water pools, the level is higher than that of the exhaust vent. The water comes down through the vent and through the gas heater itself which is probably also a danger and unsafe.

This flooding has happened many many many times throughout the years and probably still happens now. A major flood happened as a result of this "leak" a few months after the pipe bust. I had moved all of the items that hadn't been damaged in the flood into the main space and this new flood was so bad that it damaged all of these remaining things. I sent you pics and a video of this.

Steve Watts, who used to live in G31 often complained to Marty about this but Marty never did anything about it besides having someone clear blockage from the drain. This only works for so long. The exhaust vent pipe needs to be extended to a proper height and the seams waterproofed.

I have photo documentation of leaks and floods occurring throughout the years.

On Wed, Aug 31, 2022 at 3:40 PM, Margaret Sandercock wrote:

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Date: Sep 01, 2022 03:53 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Harassment application

When did this leak start? Do you have a record of the specific dates it occurred? (You might have that in the form of emails to management if you complained to them.). If you have this specific info, I need it by tomorrow morning at latest.

If you don't, I may need to take this issue out of the Loft Board harassment case.

From:
Christian Gray

Date: Thursday, September 1, 2022 at 11:15 AM

To: Margaret Sandercock

Subject: Re: Harassment application

The leak comes from the rainwater that pools on the roof due to poor drainage. The exhaust vent for the gas

heater in G31 is not tall enough and when the water pools, the level is higher than that of the exhaust vent. The water comes down through the vent and through the gas heater itself which is probably also a danger and unsafe.

This flooding has happened many many many times throughout the years and probably still happens now. A major flood happened as a result of this "leak" a few months after the pipe bust. I had moved all of the items that hadn't been damaged in the flood into the main space and this new flood was so bad that it damaged all of these remaining things. I sent you pics and a video of this.

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Date: Sep 01, 2022 03:53 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Harassment application

I realize I didn't answer you question regarding when the leak started. The leak has been happening for over 10 plus years. I'd have to talk with Steve Watts to approximate a start date.

On Thu, Sep 1, 2022 at 11:15 AM, Christian Gray wrote:

The leak comes from the rainwater that pools on the roof due to poor drainage. The exhaust vent for the gas heater in G31 is not tall enough and when the water pools, the level is higher than that of the exhaust vent. The water comes down through the vent and through the gas heater itself which is probably also a danger and unsafe.

This flooding has happened many many many times throughout the years and probably still happens now. A major flood happened as a result of this "leak" a few months after the pipe bust. I had moved all of the items that hadn't been damaged in the flood into the main space and this new flood was so bad that it damaged all of these remaining things. I sent you pics and a video of this.

Steve Watts, who used to live in G31 often complained to Marty about this but Marty never did anything about it besides having someone clear blockage from the drain. This only works for so long. The exhaust vent pipe needs to be extended to a proper height and the seams waterproofed.

I have photo documentation of leaks and floods occurring throughout the years.

On Wed, Aug 31, 2022 at 3:40 PM, Margaret Sandercock wrote:

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Date: Sep 01, 2022 03:55 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: HP case

The HP case was on the calendar today. It has been postponed to Oct. 11. After 9/12, we need to work out a date when Jack Glass, the landlord's evaluator, can come and see the space again; Ed Olmsted has to be present when that happens. Can you please give me a choice of several dates for this to occur?

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Date: Sep 01, 2022 03:58 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Harassment application

I just reached out to Steve Watts to get info on when it started. I'll ask him to forward me emails to Marty and I will look through mine but I remember that he was the one who dealt with correspondence with Marty.

I dates and pics.

It is chronic and long-standing problem.

I will send you an email with the info today/this eve.

On Thu, Sep 1, 2022 at 11:53 AM, Margaret Sandercock wrote:

When did this leak start? Do you have a record of the specific dates it occurred? (You might have that in the form of emails to management if you complained to them.). If you have this specific info, I need it by tomorrow morning at latest.
If you don't, I may need to take this issue out of the Loft Board harassment case.

From:
Christian Gray

Date: Thursday, September 1, 2022 at 11:15 AM

To: Margaret Sandercock

Subject: Re: Harassment application

The leak comes from the rainwater that pools on the roof due to poor drainage. The exhaust vent for the gas heater in G31 is not tall enough and when the water pools, the level is higher than that of the exhaust vent. The water comes down through the vent and through the gas heater itself which is probably also a danger and unsafe.

This flooding has happened many many many times throughout the years and probably still happens now. A major flood happened as a result of this "leak" a few months after the pipe bust. I had moved all of the items that hadn't been damaged in the flood into the main space and this new flood was so bad that it damaged all of these remaining things. I sent you pics and a video of this.

Steve Watts, who used to live in G31 often complained to Marty about this but Marty never did anything about it besides having someone clear blockage from the drain. This only works for so long. The exhaust vent pipe needs to be extended to a proper height and the seams waterproofed.

I have photo documentation of leaks and floods occurring throughout the years.

On Wed, Aug 31, 2022 at 3:40 PM, Margaret Sandercock wrote:

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Date: Sep 01, 2022 04:00 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Harassment application

You wouldn't happen to know anything about Kate's roof leak, would you? I think it's unlikely she will get back to me on time because she is probably traveling. If I can't come up with more info on her leak, I will have to take it out of the case.

From:
Christian Gray

Date: Thursday, September 1, 2022 at 11:58 AM

To: Margaret Sandercock

Subject: Re: Harassment application

I just reached out to Steve Watts to get info on when it started. I'll ask him to forward me emails to Marty and I will look through mine but I remember that he was the one who dealt with correspondence with Marty.

I dates and pics.

It is chronic and long-standing problem.

I will send you an email with the info today/this eve.

On Thu, Sep 1, 2022 at 11:53 AM, Margaret Sandercock wrote:

When did this leak start? Do you have a record of the specific dates it occurred? (You might have that in the form of emails to management if you complained to them.). If you have this specific info, I need it by tomorrow morning at latest. If you don't, I may need to take this issue out of the Loft Board harassment case.

From:
Christian Gray

Date: Thursday, September 1, 2022 at 11:15 AM

To: Margaret Sandercock

Subject: Re: Harassment application

The leak comes from the rainwater that pools on the roof due to poor drainage. The exhaust vent for the gas heater in G31 is not tall enough and when the water pools, the level is higher than that of the exhaust vent. The water comes down through the vent and through the gas heater itself which is probably also a danger and unsafe.

This flooding has happened many many many times throughout the years and probably still happens now. A major flood happened as a result of this "leak" a few months after the pipe bust. I had moved all of the items that hadn't been damaged in the flood into the main space and this new flood was so bad that it damaged all of these remaining things. I sent you pics and a video of this.

Steve Watts, who used to live in G31 often complained to Marty about this but Marty never did anything about it besides having someone clear blockage from the drain. This only works for so long. The exhaust vent pipe needs to be extended to a proper height and the seams waterproofed.

I have photo documentation of leaks and floods occurring throughout the years.

On Wed, Aug 31, 2022 at 3:40 PM, Margaret Sandercock wrote:

When we filed the harassment application, apart from the mold situation caused by the burst pipe, you made me aware of a separate leak from the heater in G31. When did that leak start? How often does it happen? Does it still happen now?

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Date: Sep 01, 2022 04:03 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Harassment application

I don't know specifics about the Kate's roof leak but will text and call her today and have her get in touch with you.

On Thu, Sep 1, 2022 at 12:00 PM, Margaret Sandercock wrote:

You wouldn't happen to know anything about Kate's roof leak, would you? I think it's unlikely she will get back to me on time because she is probably traveling. If I can't come up with more info on her leak, I will have to take it out of the case.

From:
Christian Gray

Date: Thursday, September 1, 2022 at 11:58 AM

To: Margaret Sandercock

Subject: Re: Harassment application

I just reached out to Steve Watts to get info on when it started. I'll ask him to forward me emails to Marty and I will look through mine but I remember that he was the one who dealt with correspondence with Marty.

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I will send you an email with the info today/this eve.

On Thu, Sep 1, 2022 at 11:53 AM, Margaret Sandercock wrote:

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From:
Christian Gray

Date: Thursday, September 1, 2022 at 11:15 AM

To: Margaret Sandercock

Subject: Re: Harassment application

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[Body truncated at extraction limit]

Date: Sep 01, 2022 08:24 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: G21 Leak Documentation

Below is a list of documentation that I have on my current laptop and in my email archives, at least that I can find at the moment. I still need to open up a storage drive, that I don't have with me at the moment, and comb through that for any other pics and video documentation that I may have from earlier years. I will send you a list of any additional documentation that I find. As I said before, Steve Watts dealt with Marty regarding the leak issues while he was living in G31. It flooded consistently throughout the years.

There documentation below starts in 2015 and goes through 2021. The problem started earlier than 2015 and will I continue to look for evidence and have also reached out to Steve Watts who can corroborate. The problem probably still persists but I am not in the unit to witness and take account.

There was another flood resulting from this leak that happened soon after the unit was purged and cleaned after the pipe burst. I have not been able to find pics of that. I think that I sent them to you but maybe over text. I don't have those text records on my phone because I lost the data when my phone broke this past Christmas.

Here is the list:

Email and Pic Documentation: September 2nd, 2021 - Flood from leak.

Email Documentation with Pics: August 22nd, 2021

Email Documentation: May 30th, 2021 - Flood from leak. Pic documentation in a folder listed below.

Email Documentation: Wed, Feb 7, 2018 at 4:46 PM Email to American Package:

Pic and Video List with Dates (Folders on Current Laptop)

May 31st, 2015 - 16 pics and vids

August 29th, 2022 - 2 pics

November 16th 2015 - 8 pics

Sent with Proton Mail secure email.

Date: Sep 02, 2022 12:15 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: IMPORTANT

Concerning your leak from above, you told me that last night you would look into dates and correspondence. But, it seems I have not heard from you. I am answering a motion to dismiss the harassment case. It will not in my view be completely dismissed but some issues may be dismissed. The rule for maintenance/repairs in harassment cases may be that there has to be an occurrence every six months or less and that the last occurrence has to be within 6 mo. of filing the harassment case. We filed a couple days before Thanksgiving 2021.

Naturally I am going to state that your leak from the unit above is ongoing and always present with a view to showing that you meet the requirements but for instance, on his repair issues Erez went thru his emails and I have a long list of detailed complaints with dates. In contrast, Kate's roof leak may not make it because so far she has only found emails from 2013 and 2021.

If you want to give me more detailed information, I need it this morning. These papers are due today.

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Date: Sep 02, 2022 03:41 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: IMPORTANT

On Fri, Sep 2, 2022 at 8:15 AM, Margaret Sandercock wrote:

Concerning your leak from above, you told me that last night you would look into dates and correspondence. But, it seems I have not heard from you. I am answering a motion to dismiss the harassment case. It will not in my view be completely dismissed but some issues may be dismissed. The rule for maintenance/repairs in harassment cases may be that there has to be an occurrence every six months or less and that the last occurrence has to be within 6 mo. of filing the harassment case. We filed a couple days before Thanksgiving 2021.

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Date: Sep 02, 2022 03:45 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: G21 Leak Documentation

I sent this email with a list of correspondence and dates, and pictures and videos at 4pm yesterday. This is a chronic problem that has never been fixed. This leak flooded my house repeatedly leaving ponds in my living spaces.

On Thu, Sep 1, 2022 at 4:24 PM, Christian Gray wrote:

Below is a list of documentation that I have on my current laptop and in my email archives, at least that I can find at the moment. I still need to open up a storage drive, that I don't have with me at the moment, and comb through that for any other pics and video documentation that I may have from earlier years. I will send you a list of any additional documentation that I find. As I said before, Steve Watts dealt with Marty regarding the leak issues while he was living in G31. It flooded consistently throughout the years.

There documentation below starts in 2015 and goes through 2021. The problem started earlier than 2015 and will I continue to look for evidence and have also reached out to Steve Watts who can corroborate. The problem probably still persists but I am not in the unit to witness and take account.

There was another flood resulting from this leak that happened soon after the unit was purged and cleaned after the pipe burst. I have not been able to find pics of that. I think that I sent them to you but maybe over text. I don't have those text records on my phone because I lost the data when my phone broke this past Christmas.

Here is the list:

Email and Pic Documentation: September 2nd, 2021 - Flood from leak.

Email Documentation with Pics: August 22nd, 2021

Email Documentation: May 30th, 2021 - Flood from leak. Pic documentation in a folder listed below.

Email Documentation: Wed, Feb 7, 2018 at 4:46 PM Email to American Package:

Pic and Video List with Dates (Folders on Current Laptop)

May 31st, 2015 - 16 pics and vids

August 29th, 2022 - 2 pics

November 16th 2015 - 8 pics

Sent with Proton Mail secure email.

Date: Sep 02, 2022 04:08 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: G31 leak

We are having a misunderstanding and it is completely my fault as I was not clear. I have your email but the shortcoming of the situation is that the events of harassment may be required to be no more than 6 months apart and because you don't have Steve Watts' correspondence, some of your events appear to be more than 6 mo. apart.

There are a couple of work arounds on this argument. One is that to the extent that this leak recurs under certain circumstances, it is an ongoing condition, that is, it exists all the time. Another work

around is that the landlord obviously wants to get all of you to move out and the various things he does to each of you is all one course of conduct.

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Date: Sep 02, 2022 04:42 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: G31 leak

I just got back in touch with Steve and he's sending me info regarding correspondence with Marty/Violet. He said he forgot to do it last night when he got home from work.

Marty knows that all he need to do to fix the leaks is address the exhaust vent. I have talked with him about this in person and through email. He does nothing to address the core problem of the exhaust pipe not being tall enough and it will continue to be a problem as it always has been, until he does so. These aren't small leaks. Look at the photos, if need be.

Steve emails are coming in now. I will send a list shortly.

On Fri, Sep 2, 2022 at 12:08 PM, Margaret Sandercock wrote:

We are having a misunderstanding and it is completely my fault as I was not clear. I have your email but the shortcoming of the situation is that the events of harassment may be required to be no more than 6 months apart and because you don't have Steve Watts' correspondence, some of your events appear to be more than 6 mo. apart.

There are a couple of work arounds on this argument. One is that to the extent that this leak recurs under certain circumstances, it is an ongoing condition, that is, it exists all the time. Another work around is that the landlord obviously wants to get all of you to move out and the various things he does to each of you is all one course of conduct.

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Date: Sep 02, 2022 05:30 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Steve Watts Email Correspondence with APCo

Here is the list extracted from the emails that Steve forwarded to me. One of the emails has photo documentation. I also just reached out to the guy who's currently living in G31, Adam Bartoshesky, to ask for any documentation.

Steve Watts Email Correspondence List:

Fwd: Ref: Leaks as per list received from Mr. R.Petrucci on 9/6/2017*

From: American Package Co. Date: Tue, Nov 21, 2017 at 2:26 PM Subject: Ref: Leaks as per list received from Mr. R.Petrucci on 9/6/2017 To: American Package Cc: Lisa Gallaudet , Robert Petrucci ,

Fwd: Roofer will be working on the roof tomorrow. Date: Fri, Feb 9, 2018
From: American Package Co. Date: Fri, Feb 9, 2018 at 8:54 AM Subject: Roofer will be working on the roof tomorrow. To: American Package

Toilet Leak in G31: Fri, Feb 23, 2018
From: American Package Co. Date: Fri, Feb 23, 2018 at 8:17 AM Subject: Re: Leaks Apartments G31 and G21 To: Steve Watts

Email to American Package requesting that the roofer fix the leaks coming in from the heater.
From: American Package Co. Date: Fri, May 8, 2015 at 3:12 PM Subject: Re: Roof repairs To: Steve Watts

Fwd: {226 Tenants Association} Big roof leak. Date: Sat, Dec 28, 2013 at 12:39 *Kate complains about roof leaks for 12 years.
mjf@iiiiiicolumns.com> Date: Sat, Dec 28, 2013 at 12:39 PM Subject: Re: {226 Tenants Association} Big roof leak
To: 226-tenants-association@googlegroups.com<226-tenants-association@googlegroups.com>

Fwd: [budget-226fta] Maintenance for Loft Units. Date: Wed, Jul 22, 2015 at 5:25 PM

From: Andy Barlow Date: Wed, Jul 22, 2015 at 5:25 PM Subject: [budget-226fta] Maintenance for Loft Units To: AMPACO / Violet
Roofing and Leaks
There's 9 units that have leaking problems, mostly with the roof.
F5: This is a downstairs unit, so they're getting leaks from the bathroom upstairs from them.
F7: Same as F5, they get leaks from the bathroom above them.
F105: When it rains, it leaks badly around the ventilation fan. There is also an "exhaust tube" hole in the front room that needs to be patched, and leaks from front windows.
F118: No details, but they have a roof leak problem.
F121: This unit has roof leaks as well as an issue with tar (seal around vents) dripping into their loft on warm days.
G13: Roof leaks throughout the loft when it rains, particularly the bedroom and kitchen/skylight.
G14: This loft has large chunks of roofing tar and broken roof decking hanging from the ceiling (near the window, right corner).
G31: Roof leaks along the furnace and plumbing vents that go through the ceiling.
G33: Constant leaks when it's raining. It sounds like they've tried to have the roof fixed but 's still been giving them problems.
G51: There's a roof leak in one of the bedrooms.

[4]Fwd: Your roof is fixed -Please email me immediately if you have any leaks. Date: Thu, May 11, 2017 at 9:08 AM *Contains photo evidence.

----- Forwarded message ----- From: Steve Watts Date: Thu, May 11, 2017 at 9:08 AM Subject: Re: Your roof is fixed -Please email me immediately if you have any leaks To: American Package Company
Steve to Violet/Marty: I never heard whether they got to our leak to try to fix it back on the 11th when they were here, but our roof is still leaking, see attached pic - all of that water in that plastic bin is since the 11th, I emptied it then...

Sent with Proton Mail secure email.

Date: Sep 02, 2022 05:50 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "Erez Horovitz" <ehorovitz@gmail.com>, "Theodore Lockhart" <Tclockhart67@gmail.com>, "Phil Hubbard" <philhub@protonmail.com>
Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Harassment Application - opposition to motion to dismiss

I believe the attachment in my previous email was too large for some of you to receive, so I have included a dropbox link below.

<https://www.dropbox.com/s/alg3zw8ji50r8zs/Opposition%20to%20Motion%20to%20Dismiss%209.2.22.pdf?dl=0>

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

New York, NY 10022

Phone: 212.509.0440

Fax: 212.509.0464

From: Jenifer Orefice

Date: Friday, September 2, 2022 at 1:34 PM

To: Christian Gray , David May , Kathryn Downie , Erez Horovitz , Theodore Lockhart , Phil Hubbard

Cc: Margaret Sandercock

Subject: Harassment Application - opposition to motion to dismiss

A copy of the opposition papers is attached for your records.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

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White Plains, NY 10601

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Fax: 914.428.3407

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Date: Sep 07, 2022 07:29 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

September 07, 2022 - 3:28 PM

\$2,121.75

full transaction receipt

View the Privacy Policies for
Clover

Date: Sep 23, 2022 05:01 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Scheduling meeting for Monday Sept. 26th

Do you have time to discuss damages number, etc. on Monday? Let me know what time so that I can plan on it.
If not Monday, then when?

Thank you.

Sent with Proton Mail secure email.

Date: Sep 23, 2022 05:14 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Scheduling meeting for Monday Sept. 26th

I can do it Monday in the morning, say between 11 and 12 30? Tues. is not a good day unless you can do it at
2 30 pm or 430 to 6.

Just to lay out some information, I am very knowledgeable about buyouts but I have little knowledge of
damages and Adam is much more conversant in that. Do you want to participate?

From: Christian Gray

Date: Friday, September 23, 2022 at 1:01 PM

To: Margaret Sandercock

Subject: Scheduling meeting for Monday Sept. 26th

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Date: Sep 23, 2022 05:26 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Scheduling meeting for Monday Sept. 26th

I spoke with Adam after you asked me to talk with him about it. He asked me to talk with you about it as you have been handling the case and he doesn't really know what's going on. Has this circumstance changed?

This is an unproductive circle that costs me \$, and I cannot afford to waste \$.

Should I book another appointment with Adam?

On Fri, Sep 23, 2022 at 1:14 PM, Margaret Sandercock wrote:

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Date: Sep 23, 2022 05:32 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Scheduling meeting for Monday Sept. 26th

Adam told me that you did the work and wrote the Summons and Complaint for the Supreme Court.

On Fri, Sep 23, 2022 at 1:14 PM, Margaret Sandercock wrote:

I can do it Monday in the morning, say between 11 and 12 30? Tues. is not a good day unless you can do it at 2 30 pm or 430 to 6.

Just to lay out some information, I am very knowledgeable about buyouts but I have little knowledge of damages and Adam is much more conversant in that. Do you want to participate?

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Date: Sep 23, 2022 05:48 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Scheduling meeting for Monday Sept. 26th

My view is that we should both have been involved in the call in the first place. We are 2 separate people, the cases are separate, and if I arrange a buyout for you, it's for your tenancy rights and I would expect to receive paperwork that does not affect your other rights. If I received paperwork that affected your other rights and could not get that changed, it would be imperative for all of us to speak.

I did write the summons and complaint, but only because we had one from a prior case that Adam did, and only because it needed to be done for the other work I was doing. I am practicing for 40 years and I have never ever collected money for anyone other than thru a tenancy buyout. At one time, Adam worked for the City and defended damages cases against the City and settled cases in which damages were paid.

One of your neighbors is really suffering because you haven't given a buyout number, though if you give an unreasonable number, he will still be suffering. I was asked again just this week for a group buyout, though I think it's a partly lost opportunity still, because when I first asked, I would have been dealing with a different attorney who would have treated the tenants more fairly.

From: Christian Gray

Date: Friday, September 23, 2022 at 1:27 PM

To: Margaret Sandercock

Subject: Re: Scheduling meeting for Monday Sept. 26th

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Date: Sep 23, 2022 06:06 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Scheduling meeting for Monday Sept. 26th

If you thought you should have both been on the call then you should have specified that. You did not do that. You specifically asked me to call Adam to figure the damages number out. I did that and he asked me to talk to you about it.

The current damages number needs to be finalized. The damages need to be settled before the buyout, like you agreed.

I am asking you now, do I need to schedule an appointment with Adam to finalize the damages number?

On Fri, Sep 23, 2022 at 1:48 PM, Margaret Sandercock wrote:

My view is that we should both have been involved in the call in the first place. We are 2 separate people, the cases are separate, and if I arrange a buyout for you, it's for your tenancy rights and I would expect to receive paperwork that does not affect your other rights. If I received paperwork that affected your other rights and could not

get that changed, it would be imperative for all of us to speak.

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One of your neighbors is really suffering because you haven't given a buyout number, though if you give an unreasonable number, he will still be suffering. I was asked again just this week for a group buyout, though I think it's a partly lost opportunity still, because when I first asked, I would have been dealing with a different attorney who would have treated the tenants more fairly.

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From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Scheduling meeting for Monday Sept. 26th

What tenant, who is suffering, are you referring to?

On Fri, Sep 23, 2022 at 2:06 PM, Christian Gray wrote:

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Date: Sep 23, 2022 06:22 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Scheduling meeting for Monday Sept. 26th

How can I know before a call takes place what you are going to ask? I can't. Additional to which, I feel like you are always looking to blame someone when things don't go as well as possible, that is, as economically as possible. Life

isn't like that and we don't usually represent people who can barely afford our services.

Additional to which, there is a bad ambiance here for 2 reasons.

The main one is that you told Adam that if anything goes wrong with who knows what, you are going to sue us.

Second, there is the Golden Drum matter. I negotiated exactly the buyout arrangements they asked for, but they wouldn't follow thru. That would negatively affect everyone else that I represent in your building if I allowed that because

I would become untrustworthy to the landlord. I asked you to intervene and see that they accepted the deal. This is not what happened, and it cost me \$10,500 in buyout fees that in the present economy, I can't afford to lose.

Meanwhile, your group continues not to collect money in advance and not to counsel Phil Hubbard not to incur fees he can't pay for in the next month. You have someone who spends months per year traveling who is paying the group bills.

I have asked that this be changed. Kate is a nice person but she is spacy and I didn't get paid last week because money wasn't collected in advance and Kate claims to have sent a check that we didn't receive. She only claims to have mailed it Sept. 19 but

we ask you to collect money in advance because we want to be paid in a more prompt way than mailing a check and because our invoices are due when received, not 3 weeks later.

From: Christian Gray

Date: Friday, September 23, 2022 at 2:06 PM

To: Margaret Sandercock

Subject: Re: Scheduling meeting for Monday Sept. 26th

If you thought you should have both been on the call then you should have specified that. You did not do that. You specifically asked me to call Adam to figure the damages number out. I did that and he asked me to talk to you about it.

The current damages number needs to be finalized. The damages need to be settled before the buyout, like you agreed.

I am asking you now, do I need to schedule an appointment with Adam to finalize the damages number?

On Fri, Sep 23, 2022 at 1:48 PM, Margaret Sandercock wrote:

My view is that we should both have been involved in the call in the first place. We are 2 separate people, the cases are separate, and if I arrange a buyout for you, it's for your tenancy rights and I would expect to receive paperwork that does not affect your other rights. If I received paperwork that affected your other rights and could not get that changed, it would be imperative for all of us to speak.

I did write the summons and complaint, but only because we had one from a prior case that Adam did, and only because it needed to be done for the other work I was doing. I am practicing for 40 years and I have never ever collected money for anyone other than thru a tenancy buyout. At one time, Adam worked for the City and defended damages cases against the City and settled cases in which damages were paid.

One of your neighbors is really suffering because you haven't given a buyout number, though if you give an unreasonable number, he will still be suffering. I was asked again just this week for a group buyout, though I think it's a partly lost opportunity still, because when I first asked, I would have been dealing with a different attorney who would have treated the tenants more fairly.

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To: Margaret Sandercock

Subject: Re: Scheduling meeting for Monday Sept. 26th

I spoke with Adam after you asked me to talk with him about it. He asked me to talk with you about it as you have been handling the case and he doesn't really know what's going on. Has this circumstance changed?

This is an unproductive circle that costs me \$, and I cannot afford to waste \$.

Should I book another appointment with Adam?

On Fri, Sep 23, 2022 at 1:14 PM, Margaret Sandercock wrote:

I can do it Monday in the morning, say between 11 and 12 30? Tues. is not a good day unless you can do it at 2 30 pm or 430 to 6.

Just to lay out some information, I am very knowledgeable about buyouts but I have little knowledge of damages and Adam is much more conversant in that. Do you want to participate?

From:
Christian Gray

Date: Friday, September 23, 2022 at 1:01 PM

To: Margaret Sandercock

Subject: Scheduling meeting for Monday Sept. 26th

Do you have time to discuss damages number, etc. on Monday? Let me know what time so that I can plan on it.
If not
Monday, then when?

Thank you.

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Proton Mail secure email.

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Date: Sep 23, 2022 06:24 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Scheduling meeting for Monday Sept. 26th

Not sure that is up to me to state. Anyone who wants to leave the building is going to suffer unless a group buyout is arranged.

From: Christian Gray

Date: Friday, September 23, 2022 at 2:08 PM

To: Margaret Sandercock

Subject: Re: Scheduling meeting for Monday Sept. 26th

What tenant, who is suffering, are you referring to?

On Fri, Sep 23, 2022 at 2:06 PM, Christian Gray wrote:

If you thought you should have both been on the call then you should have specified that. You did not do that. You specifically asked me to call Adam to figure the damages number out. I did that and he asked me to talk to you about it.

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One of your neighbors is really suffering because you haven't given a buyout number, though if you give an unreasonable number, he will still be suffering. I was asked again just this week for a group buyout, though I think it's a partly lost opportunity still, because when I first asked, I would have been dealing with a different attorney who would have treated the tenants more fairly.

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Date: Friday, September 23, 2022 at 1:27 PM

To: Margaret Sandercock

Subject: Re: Scheduling meeting for Monday Sept. 26th

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Subject: Scheduling meeting for Monday Sept. 26th

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Date: Sep 23, 2022 06:33 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Scheduling meeting for Monday Sept. 26th

On Fri, Sep 23, 2022 at 2:22 PM, Margaret Sandercock wrote:

How can I know before a call takes place what you are going to ask? I can't. Additional to which, I feel like you are always looking to blame someone when things don't go as well as possible, that is, as economically as possible. Life isn't like that and we don't usually represent people who can barely afford our services.

Additional to which, there is a bad ambiance here for 2 reasons.

The main one is that you told Adam that if anything goes wrong with who knows what, you are going to sue us.

Second, there is the Golden Drum matter. I negotiated exactly the buyout arrangements they asked for, but they wouldn't follow thru. That would negatively affect everyone else that I represent in your building if I allowed that because

I would become untrustworthy to the landlord. I asked you to intervene and see that they accepted the deal. This is not what happened, and it cost me \$10,500 in buyout fees that in the present economy, I can't afford to lose.

Meanwhile, your group continues not to collect money in advance and not to counsel Phil Hubbard not to incur fees he can't pay for in the next month. You have someone who spends months per year traveling who is paying the group bills.

I have asked that this be changed. Kate is a nice person but she is spacy and I didn't get paid last week because money wasn't collected in advance and Kate claims to have sent a check that we didn't receive. She only claims to have mailed it Sept. 19 but

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Subject: Scheduling meeting for Monday Sept. 26th

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Thank you.

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Date: Sep 23, 2022 08:57 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Edward Olmsted" <olmsted.mac@mac.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Jack Glass

Wants to come look at Christian's unit next Thurs. with Ed present. Please advise if that's possible.

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original message from your system and then confirm its deletion. Any review, dissemination, distribution or copying of this message is strictly prohibited. Thank you.

Date: Sep 24, 2022 11:15 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Access to your unit and phone conference

We cannot have a phone conference involving Adam on Monday. I forgot it was Rosh Hashanah. I think he could be available Tues. I am only available Tues. in the afternoon between 1 and 330 or after 4 30.

Jack Glass, the landlord expert, needs to visit your unit again on Thurs. I advised you this last week but didn't get a response. Ed Olmsted has to go with him. Ed can go at 9 30 am or 4 30 pm. I have offered both to the landlord lawyer. Having not heard from you, I assume you will arrange access either by you providing it, or arranging for someone else to do so, at either time, whichever is chosen.

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Date: Sep 27, 2022 04:07 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Access to your unit and phone conference

I will give access at either time on Thursday. Let me know when I need to be there.

I am working all day tomorrow with someone and will be unavailable. I am available anytime Wednesday afternoon or eve. Let me know what works best for you and Adam. Thank you.

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Date: Sep 27, 2022 04:16 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Access to your unit and phone conference

I don't know the answer re Thurs and as tomorrow is a Jewish holiday I don't expect to know till Weds about a time for Thurs. I will discuss Weds conversation with Adam and let you know.

Get Outlook for iOS

From: Christian Gray

Sent: Tuesday, September 27, 2022 12:07 AM

To: Margaret Sandercock

Subject: Re: Access to your unit and phone conference

I will give access at either time on Thursday. Let me know when I need to be there.

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Date: Sep 27, 2022 02:18 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Edward Olmsted" <olmsted.mac@mac.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: Olmsted and Jack Glass

Please note below; what is your availability Oct. 4 or 6?

From:
David Skaller

Date: Tuesday, September 27, 2022 at 10:16 AM

To: Margaret Sandercock , Elizabeth Sandercock

Cc: "Daniel P. Phillips"

Subject: RE: Olmsted and Jack Glass

Hi Margaret

Unfortunately Mr. Glass can no longer do this Thursday but can do either October 4th or 6th. Please let me know if Ed is available either of those 2 dates and if so please let me know what times is he available. Thank you

From: Margaret Sandercock [mailto:mbs@goodfarblaw.com]

Sent: Saturday, September 24, 2022 4:48 PM

To: David Skaller ; Elizabeth Sandercock

Subject: Olmsted and Jack Glass

Olmsted can meet him at Christian Gray's unit either 930 am or 430 pm Thurs. Please let me know which is better. Thanks.

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Date: Sep 28, 2022 12:11 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Access for Jack Glass

2 30 pm on 10/4. Christian, please confirm that access will be provided -- if you can't be there, please make arrangements with someone else to open the door. Thank you.

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Date: Sep 28, 2022 01:59 PM

From: "Christian Gray" <christiangray3@protonmail.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: Access for Jack Glass

2:30 pm on 10/4. Confirmed.

On Wed, Sep 28, 2022 at 8:11 AM, Margaret Sandercock wrote:

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To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Subject: Re: Access for Jack Glass

Thanks.

From:
Christian Gray

Date: Wednesday, September 28, 2022 at 9:59 AM

To: Margaret Sandercock , Edward Olmsted

Subject: Re: Access for Jack Glass

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Date: Oct 04, 2022 05:29 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Access to your unit and phone conference

Checking in about the meeting with you and Adam. Yom Kippur is tomorrow and Jack Glass and Ed are coming on Thursday at 2:30pm. Please let me know what date and time works best for you and Adam, for later this week or next week. Thank you.

On Tue, Sep 27, 2022 at 12:16 AM, Margaret Sandercock wrote:

I don't know the answer re Thurs and as tomorrow is a Jewish holiday I don't expect to know till Weds about a time for Thurs. I will discuss Weds conversation with Adam and let you know.

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Access to your unit and phone conference

Is there a relationship between Ed and Jack Glass coming to your unit and you speaking with me and Adam? I can't set a plan for that till Thurs. at least. As you said, tomorrow is a holiday and I have a few other

commitments that have to jell before I can make a plan about this phone conference. I just want to make sure it's understood that independent of our phone conference Ed and Jack have to come look at your unit.

It is so belated and I am not optimistic that you or for that matter, Erez, will accept a reasonable buyout. Yet I feel I have to try, because one person really wants to leave and another should leave (but is also asking for a crazy amount in view of the fact that the unit in question couldn't win a primary residence case) and everyone gets more money if all my covered clients will leave.

From: Christian Gray

Date: Tuesday, October 4, 2022 at 1:30 PM

To: Margaret Sandercock

Subject: Re: Access to your unit and phone conference

Checking in about the meeting with you and Adam. Yom Kippur is tomorrow and Jack Glass and Ed are coming on Thursday at 2:30pm.

Please let me know what date and time works best for you and Adam, for later this week or next week. Thank you.

On Tue, Sep 27, 2022 at 12:16 AM, Margaret Sandercock wrote:

I don't know the answer re Thurs and as tomorrow is a Jewish holiday I don't expect to know till Weds about a time for Thurs. I will discuss Weds conversation with Adam and let you know.

Get Outlook for iOS

From: Christian Gray

Sent: Tuesday, September 27, 2022 12:07 AM

To: Margaret Sandercock

Subject: Re: Access to your unit and phone conference

I will give access at either time on Thursday. Let me know when I need to be there.

I am working all day tomorrow with someone and will be unavailable. I am available anytime Wednesday afternoon or eve. Let me know what works best for you and Adam. Thank you.

On Sat, Sep 24, 2022 at 7:15 PM, Margaret Sandercock wrote:

We cannot have a phone conference involving Adam on Monday. I forgot it was Rosh Hashanah. I think he could be available Tues. I am only available Tues. in the afternoon between 1 and 330 or after 4 30.

Jack Glass, the landlord expert, needs to visit your unit again on Thurs. I advised you this last week but didn't get a response. Ed Olmsted has to go with him. Ed can go at 9 30 am or 4 30 pm. I have offered both to the landlord lawyer. Having not heard from you, I assume you will arrange access either by you providing it, or arranging for someone else to do so, at either time, whichever is chosen.

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Date: Oct 04, 2022 05:50 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: Access to your unit and phone conference

I mentioned Ed and Jack coming to remind you that I won't be available around then.

It sounds like next week may be best. My schedule is relatively open next week, at this point. Let me know what works best for you and Adam and I will plan on it.

On Tue, Oct 4, 2022 at 1:40 PM, Margaret Sandercock wrote:

Is there a relationship between Ed and Jack Glass coming to your unit and you speaking with me and Adam? I can't set a plan for that till Thurs. at least. As you said, tomorrow is a holiday and I have a few other commitments that have to jell before I can make a plan about this phone conference. I just want to make sure it's understood that independent of our phone conference Ed and Jack have to come look at your unit.

It is so belated and I am not optimistic that you or for that matter, Erez, will accept a reasonable buyout. Yet I feel I have to try, because one person really wants to leave and another should leave (but is also asking for a crazy amount in view of the fact that the unit in question couldn't win a primary residence case) and everyone gets more money if all my covered clients will leave.

From: Christian Gray

Date: Tuesday, October 4, 2022 at 1:30 PM

To: Margaret Sandercock

Subject: Re: Access to your unit and phone conference

Checking in about the meeting with you and Adam. Yom Kippur is tomorrow and Jack Glass and Ed are coming on Thursday at 2:30pm.

Please let me know what date and time works best for you and Adam, for later this week or next week. Thank you.

On Tue, Sep 27, 2022 at 12:16 AM, Margaret Sandercock wrote:

I don't know the answer re Thurs and as tomorrow is a Jewish holiday I don't expect to know till Weds about a time for Thurs. I will discuss Weds conversation with Adam and let you know.

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Subject: Re: Access to your unit and phone conference

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[Body truncated at extraction limit]

Date: Oct 04, 2022 07:07 PM

From: "Jenifer Orefice" <jo@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "Erez Horovitz" <ehorovitz@gmail.com>, "Theodore Lockhart" <Tclockhart67@gmail.com>, "Phil Hubbard" <philhub@protonmail.com>

Cc: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Letter to OATH

A copy of Ms. Sandercock's letter to OATH is attached for your records.

Jenifer Orefice, Legal Assistant

Goodfarb & Sandercock, LLP

235 Main Street - Penthouse Suite

White Plains, NY 10601

Phone: 914.428.3400

Fax: 914.428.3407

JO@Goodfarblaw.com

NYC Office:

110 East 59th Street, 22nd floor

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Fax: 212.509.0464

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Date: Oct 07, 2022 04:36 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Edward Olmsted" <olmsted.mac@mac.com>

Cc: "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Mold remediation

Informative phone conversation with David Skaller today. It is the first time he has ever said anything like this to me. He says the scope of work does not appear to have been completed. He claims the landlord is furious because he paid all that money to have his consultants watch the remediation and it still was not done right. This latter part I don't buy, in fact as you know I believe the landlord egged on his experts to do as little as possible. In any case, he expects Jack Glass to give him a report of what needs still to be done and this will take around a week. Christian, I do not think they are going to do every single thing you and Ed want, but from my short talk with Ed today, Ed is agreeable to some limitations.

The case is on Tues. but we will try to postpone without going there to save money.

Christian, I was invited to pitch a buyout for you. I think it very possible you would get your best buyout before they spend more money. You have suggested speaking with Adam and me about this issue. When can you do that?

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Date: Oct 10, 2022 06:06 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Subject: IMPORTANT

I once again think it is a propitious time to discuss a buyout. I have heard the landlord will offer you at least \$1M. When can we speak?

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Date: Oct 10, 2022 07:45 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: IMPORTANT

On Mon, Oct 10, 2022 at 2:06 PM, Margaret Sandercock wrote:

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Date: Oct 10, 2022 09:16 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: IMPORTANT

I am available Wednesday or Thursday afternoon. Let me know what works best for you and Adam. Thank you.

On Mon, Oct 10, 2022 at 2:06 PM, Margaret Sandercock wrote:

I once again think it is a propitious time to discuss a buyout. I have heard the landlord will offer you at least \$1M. When can we speak?

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Date: Oct 10, 2022 11:12 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Re: IMPORTANT

Thank you, I will let you know.

Adam, are you available Weds. or Thurs. pm? I prefer Weds. if I am the one choosing.
Get Outlook for iOS

From: Christian Gray

Sent: Monday, October 10, 2022 5:16:19 PM

To: Margaret Sandercock

Subject: Re: IMPORTANT

I am available Wednesday or Thursday afternoon. Let me know what works best for you and Adam. Thank you.

On Mon, Oct 10, 2022 at 2:06 PM, Margaret Sandercock wrote:

I once again think it is a propitious time to discuss a buyout. I have heard the landlord will offer you at least \$1M. When can we speak?

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Date: Oct 11, 2022 03:28 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Re: IMPORTANT

We are both available tomorrow afternoon. What time shall we do this?

From:
Christian Gray

Date: Monday, October 10, 2022 at 5:16 PM

To: Margaret Sandercock

Subject: Re: IMPORTANT

I am available Wednesday or Thursday afternoon. Let me know what works best for you and Adam. Thank you.

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Date: Oct 11, 2022 03:46 PM

From: "Adam Goodfarb" <adg@goodfarblaw.com>
To: "Margaret Sandercock" <mbs@goodfarblaw.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>
Subject: Re: IMPORTANT

I have a meeting at 5. How is 3 pm?

Adam D. Goodfarb, Esq.

Goodfarb & Sandercock, LLP

Adg@goodfarblaw.com

MANHATTAN OFFICE:

110 East 59th Street, 22nd floor

New York, NY 10022

212.509.0440

212.509.0464 fax

WHITE PLAINS OFFICE:

235 Main Street, Penthouse Suite

White Plains, NY 10601

914.428.3400

914.428.3407 fax

On Oct 11, 2022, at 11:28 AM, Margaret Sandercock wrote:

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From:
Christian Gray

Date: Monday, October 10, 2022 at 5:16 PM

To: Margaret Sandercock

Subject: Re: IMPORTANT

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Date: Oct 11, 2022 04:38 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Re: IMPORTANT

How does 4pm work?

On Tue, Oct 11, 2022 at 11:28 AM, Margaret Sandercock wrote:

We are both available tomorrow afternoon. What time shall we do this?

From:
Christian Gray

Date: Monday, October 10, 2022 at 5:16 PM

To: Margaret Sandercock

Subject: Re: IMPORTANT

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Date: Oct 11, 2022 04:39 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Adam Goodfarb" <adg@goodfarblaw.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Re: IMPORTANT

3pm works. Thank you.

On Tue, Oct 11, 2022 at 11:46 AM, Adam Goodfarb wrote:

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Adam D. Goodfarb, Esq.

Goodfarb & Sandercock, LLP

Adg@goodfarblaw.com

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Date: Oct 11, 2022 04:40 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Re: IMPORTANT

I am able to do 4 pm. Adam has a meeting at 5. So it's up to him - he expressed a preference for 3 pm.

From:
Christian Gray

Date: Tuesday, October 11, 2022 at 12:38 PM

To: Margaret Sandercock , Adam Goodfarb

Subject: Re: IMPORTANT

How does 4pm work?

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To: Margaret Sandercock

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From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "Adam Goodfarb" <adg@goodfarblaw.com>
Subject: Re: IMPORTANT

OK, 3 pm it is. Adam, do you want to use the call in number?

From:
Christian Gray

Date: Tuesday, October 11, 2022 at 12:39 PM

To: Adam Goodfarb , Margaret Sandercock

Subject: Re: IMPORTANT

3pm works. Thank you.

On Tue, Oct 11, 2022 at 11:46 AM, Adam Goodfarb wrote:

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Adam D. Goodfarb, Esq.

Goodfarb & Sandercock, LLP

Adg@goodfarblaw.com

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I once again think it is a propitious time to discuss a buyout. I have heard the landlord will offer you at least \$1M. When can we speak?

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Date: Oct 12, 2022 01:20 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Adam Goodfarb" <adg@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Phone conference with Christian today

Adam, do you want to use the call in number or how do you proposed we join together at 3 pm today.

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Date: Oct 12, 2022 01:49 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Call in number

Call 914 428 3400 and when the voice starts talking, dial 8102.

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Date: Oct 12, 2022 07:17 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Re: Call in number

Attached is the Excel doc. I'll be referring to.

Sent with Proton Mail secure email.

----- Original Message -----

On Wednesday, October 12th, 2022 at 9:49 AM, Margaret Sandercock wrote:

Call 914 428 3400 and when the voice starts talking, dial 8102.

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Date: Oct 12, 2022 07:23 PM

From: "Adam Goodfarb" <adg@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Subject: Conference call

I will call in at 3:30.

Adam D. Goodfarb, Esq.

Goodfarb & Sandercock, LLP

Adg@goodfarblaw.com

MANHATTAN OFFICE:

110 East 59th Street, 22nd floor

New York, NY 10022

212.509.0440

212.509.0464 fax

WHITE PLAINS OFFICE:

235 Main Street, Penthouse Suite

White Plains, NY 10601

914.428.3400

914.428.3407 fax

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Date: Oct 15, 2022 08:01 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Adam Goodfarb" <adg@goodfarblaw.com>, "erez horovitz" <ehorovitz@gmail.com>

Subject: Update

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Date: Oct 17, 2022 11:44 AM

From: "erez horovitz" <ehorovitz@gmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Re: Update

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Erez Horovitz

erezhorovitz.com
ehorovitz@gmail.com

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Date: Oct 17, 2022 04:02 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>
To: "erez horovitz" <ehorovitz@gmail.com>
Cc: "Christian Gray" <christiangray3@protonmail.com>, "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Re: Update

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Sent: Monday, October 17, 2022 11:44:07 AM

To: Margaret Sandercock

Cc: Christian Gray ; Adam Goodfarb

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To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Re: Update

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Erez Horovitz

erezhorovitz.com

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Date: Oct 17, 2022 04:49 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "erez horovitz" <ehorovitz@gmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Re: Update

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To: Margaret Sandercock

Cc: Christian Gray , Adam Goodfarb

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Date: Oct 17, 2022 10:25 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "erez horovitz" <ehorovitz@gmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Re: Update

Christian, what is your response?? You are harming other tenants by not following our advice, not to mention harming yourself.

We cannot represent you if you can't accept our advice. We will have to ask to get off at least your personal cases.

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Sent: Monday, October 17, 2022 12:49:53 PM

To: erez horovitz

Cc: Christian Gray ; Adam Goodfarb

Subject: Re: Update

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[Body truncated at extraction limit]

Date: Oct 17, 2022 08:54 PM

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Cc: "Christian Gray" <christiangray3@protonmail.com>, "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Re: Update

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ehorovitz@gmail.com

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--

Erez Horovitz

erezhorovitz.com

ehorovitz@gmail.com

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[Body truncated at extraction limit]

Date: Oct 18, 2022 01:18 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "erez horovitz" <ehorovitz@gmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Re: Update

We cannot wait any longer and you all deserve counsel who agree with your goals. Tomorrow does not work for these issues. You have neighbors in your group whose rights are about to be canceled forever. We will have to ask not to represent you without an answer about a group buyout by noon tomorrow.

I suggest \$275,000 to David May, 500,000 to Theo's unit and Kate's unit each, \$800,000 to Erez and the balance to Christian with a total cap at \$3.5M.

I need to know by noon tomorrow. Please don't ask for more time. We cannot represent you if you don't let us act now. Please understand that we are not able to go forward if you don't follow our advice. This needs to be made a deal long before the Loft Board meeting Thurs. at 2 pm. It's an emergency.

Get Outlook for iOS

From: erez horovitz

Sent: Monday, October 17, 2022 8:54:29 PM

To: Margaret Sandercock

Cc: Christian Gray ; Adam Goodfarb

Subject: Re: Update

Hey Margaret,

Christian and I are gonna connect tomorrow. Thanks for your patience, I know this isn't moving quite as

quickly as we'd all like, we're doing our best.

Erez

On Mon, Oct 17, 2022 at 6:25 PM Margaret Sandercock wrote:

Christian, what is your response?? You are harming other tenants by not following our advice, not to mention harming yourself.

We cannot represent you if you can't accept our advice. We will have to ask to get off at least your personal cases.

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From: Margaret Sandercock

Sent: Monday, October 17, 2022 12:49:53 PM

To: erez horovitz

Cc: Christian Gray ; Adam Goodfarb

Subject: Re: Update

Can you please get him to do it?

From:
erez horovitz

Date: Monday, October 17, 2022 at 12:35 PM

To: Margaret Sandercock

Cc: Christian Gray , Adam Goodfarb

Subject: Re: Update

Great

On Mon, Oct 17, 2022 at 12:02 PM Margaret Sandercock wrote:

Christian agreed to respond for himself by today.

Get Outlook for iOS

From: erez horovitz

Sent: Monday, October 17, 2022 11:44:07 AM

To: Margaret Sandercock

Cc: Christian Gray ; Adam Goodfarb

Subject: Re: Update

Thanks for the information, we'll discuss and get back to you as soon as possible.

On Sat, Oct 15, 2022 at 4:01 PM Margaret Sandercock wrote:

I have just today learned that Loft Board staff is recommending that Lockhart be required to provide access to his unit for legalization based on the most recent access application. The decision is likely to be made at the Loft Board meeting this Thursday.

There are defects in the proposed order which I have brought to the attention of the tenant rep on the Loft Board but I think it likely that the board will approve the order.

I need to hear from you regarding a buyout number for your unit no later than Monday (if you wait till Monday, early in the day please as time to Thurs. is short) and I hope you have understood you should not

propose more than \$1.5M and that other tenants are suffering due to your indecision. For example, Lockhart is willing to take a buyout rather than end up with an apartment with no bedrooms but there is interest in buying out that unit at a reasonable price only as part of a group buyout.

The Loft Board order that may be voted for Lockhart Thurs. may make it impossible to continue to litigate the PAA issue. Obviously I had to raise that issue in the case. The proposed order rejects our position on the PAA's and may be dispositive on this issue for everyone.

Your settlement position seems to assume you will win every issue in your case and that the tenants will also prevail in all related litigation. Here is a signal that I have done the best I could for Phil and Theo and that they are probably about to lose.

The smartest thing to do would be to propose a group buyout well before the Thurs. Loft Board meeting.

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Erez Horovitz

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Date: Oct 18, 2022 04:22 AM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>, "erez horovitz" <ehorovitz@gmail.com>

Cc: "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: Re: Update

My walk away number is 2M. I will be available tomorrow afternoon to discuss. You suggested that I get back to you today regarding this, and I told you that I would get back to you this week. I did not commit to giving you an answer today, but there it is.

Let me know what time tomorrow afternoon works for you.

On Mon, Oct 17, 2022 at 6:25 PM, Margaret Sandercock wrote:

Christian, what is your response?? You are harming other tenants by not following our advice, not to mention harming yourself.

We cannot represent you if you can't accept our advice. We will have to ask to get off at least your personal cases.

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Sent: Monday, October 17, 2022 12:49:53 PM

To: erez horovitz

Cc: Christian Gray ; Adam Goodfarb

Subject: Re: Update

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erez horovitz

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To: Margaret Sandercock

Cc: Christian Gray , Adam Goodfarb

Subject: Re: Update

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To: Margaret Sandercock

Cc: Christian Gray ; Adam Goodfarb

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I need to hear from you regarding a buyout number for your unit no later than Monday (if you wait till Monday, early in the day please as time to Thurs. is short) and I hope you have understood you should not propose more than \$1.5M and that other tenants are suffering due to your indecision. For example, Lockhart is willing to take a buyout rather than end up with an apartment with no bedrooms but there is interest in buying out that unit at a reasonable price only as part of a group buyout.

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Your settlement position seems to assume you will win every issue in your case and that the tenants will also prevail in all related litigation. Here is a signal that I have done the best I could for Phil and Theo and that they are probably about to lose.

The smartest thing to do would be to propose a group buyout well before the Thurs. Loft Board meeting.

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[Body truncated at extraction limit]

Date: Oct 18, 2022 12:13 PM

From: "erez horovitz" <ehorovitz@gmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "David May" <davidmortimermay@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "philhub" <philhub@protonmail.com>, "Theodore Lockhart" <tclockhart67@gmail.com>

Subject: Buyout offer

Hey Margaret,

Just had a meeting with Christian, Phil and Theo and David and Kate.
Here's where we stand as a group...

Christian : 1.5 million

Erez : 1 million

Kate : 600k

Phil + Theo 600k

David : 300k

That brings us to 4 million. We as a group agree to this number as our offer to the building.

Additionally, we are wondering if there is room to ask for a year (or two) of rent free in our spaces, as well as having our legal fees covered.

Thanks

Erez

--

Erez Horovitz

erezhorovitz.com
ehorovitz@gmail.com

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Date: Oct 18, 2022 04:43 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "erez horovitz" <ehorovitz@gmail.com>

Cc: "David May" <davidmortimermay@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "philhub" <philhub@protonmail.com>, "Theodore Lockhart" <tclockhart67@gmail.com>

Subject: Re: Buyout offer

All, the only buyout number I accept in this group is Christian's.

David, you told me you would take the \$125,000 they are offering so far. I feel getting you \$275,000 as I proposed is fair. If I cannot get you \$275, I think you should take less.

Kate and Phil/Theo: We talked about getting you \$400,000, so I don't know why \$500,000 would not do the trick. By the way, if I can't get \$500.000, I think you should take \$400,000.

Erez, either you or someone else said your number was \$800,000.

Perjury has been discovered in the landlord's papers in Christian's case. At the moment, I will put forward Christian's number alone. It would behoove the rest of you to be on his coat tails. That means a QUICK response to my comments above.

I have investigated enough to know the landlord's budget is either \$3.5M or \$3.35 M. I cannot make proposals with no chance of success.

From:
erez horovitz

Date: Tuesday, October 18, 2022 at 12:14 PM

To: Margaret Sandercock

Cc: David May , Christian Gray , Kathryn Downie , philhub , Theodore Lockhart

Subject: Buyout offer

Hey Margaret,

Just had a meeting with Christian, Phil and Theo and David and Kate.

Here's where we stand as a group...

Christian : 1.5 million

Erez : 1 million

Kate : 600k

Phil + Theo 600k

David : 300k

That brings us to 4 million. We as a group agree to this number as our offer to the building.

Additionally, we are wondering if there is room to ask for a year (or two) of rent free in our spaces, as well as having our legal fees covered.

Thanks

Erez

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Erez Horovitz

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Date: Oct 18, 2022 05:28 PM

From: "Christian Gray" <christiangray3@protonmail.com>

To: "erez horovitz" <ehorovitz@gmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "philhub" <philhub@protonmail.com>, "Theodore Lockhart" <tclockhart67@gmail.com>

Subject: Re: Buyout offer

To be clear, my number is 1.5M plus any percentage Goodfarb & Sandercock is charging for their services. This is not an authorization to go ahead as a single unit. At this point, I will only move forward as a group, in a group buyout, and with everyone in the group feeling at peace with their decision. I do not authorize moving forward with the 1.65M total settlement for my Loft Law rights until the group comes to a consensus and has all voted to move forward.

Peace,
Christian Gray

On Tue, Oct 18, 2022 at 12:13 PM, erez horovitz wrote:

Hey Margaret,

Just had a meeting with Christian, Phil and Theo and David and Kate.
Here's where we stand as a group...

Christian : 1.5 million

Erez : 1 million

Kate : 600k

Phil + Theo 600k

David : 300k

That brings us to 4 million. We as a group agree to this number as our offer to the building.

Additionally, we are wondering if there is room to ask for a year (or two) of rent free in our spaces, as well as having our legal fees covered.

Thanks

Erez

--

Erez Horovitz

erezhorovitz.com
ehorovitz@gmail.com

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Date: Oct 19, 2022 06:18 AM

From: "Kathryn Downie" <downiekathryn@hotmail.com>
To: "Christian Gray" <christiangray3@protonmail.com>, "erez horovitz" <ehorovitz@gmail.com>, "Margaret Sandercock" <mbs@goodfarblaw.com>
Cc: "David May" <davidmortimermay@gmail.com>, "philhub" <philhub@protonmail.com>, "Theodore Lockhart" <tclockhart67@gmail.com>
Subject: Re: Buyout offer

I never said 400k was ok. I wanted 1M and I didn't want less than \$750k.

From: Christian Gray

Sent: Tuesday, October 18, 2022 1:28 PM

To: erez horovitz ; Margaret Sandercock

Cc: David May ; Kathryn Downie ; philhub ; Theodore Lockhart

Subject: Re: Buyout offer

To be clear, my number is 1.5M plus any percentage Goodfard & Sandercock is charging for their services. This is not an authorization to go ahead as a single unit. At this point, I will only move forward as a group, in a group buyout, and with everyone in the group feeling at peace with their decision. I do not authorize moving forward with the 1.65M total settlement for my Loft Law rights until the group comes to a consensus and has all voted to move forward.

Peace,

Christian Gray

On Tue, Oct 18, 2022 at 12:13 PM, erez horovitz wrote:

Hey Margaret,

Just had a meeting with Christian, Phil and Theo and David and Kate.

Here's where we stand as a group...

Christian : 1.5 million

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Kate : 600k

Phil + Theo 600k

David : 300k

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Additionally, we are wondering if there is room to ask for a year (or two) of rent free in our spaces, as well as having our legal fees covered.

Thanks

Erez

--

Erez Horovitz

erezhorovitz.com

ehorovitz@gmail.com

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Date: Oct 19, 2022 04:20 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "erez horovitz" <ehorovitz@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "philhub" <philhub@protonmail.com>, "Theodore Lockhart" <tclockhart67@gmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: buyouts

The only person for whom I made a buyout proposal is Christian.

The landlord has offered \$125,000 per unit unless everyone I represent is bought out. The only possible exception to this is Christian.

I know with relative certainty what their budget is: either \$3.35M or 3.5M.

There is no point in my proposing buyouts that exceed that level.

If you want me to make a proposal within the numbers the landlord is willing to pay, you would have to let me know that.

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Date: Oct 20, 2022 01:55 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "erez horovitz" <ehorovitz@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "philhub" <philhub@protonmail.com>, "Theodore Lockhart" <tclockhart67@gmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: Re: buyouts

The point of my once again pressing a joint buyout and at the risk of being too specific, is that Theo and Phil have a huge problem as of and after tomorrow's Loft Board meeting and also that David wants

to leave the building and can do much better (but much less well than the rest of you) as part of a group.

I would like to suggest again that by tomorrow morning first thing, you all approve buyouts at the level I suggested in the first place.

Christian already has a buyout proposal in. I know what David is prepared to do. The rest of you are in my opinion overpricing your rights and thereby, screwing your neighbors.

I'd appreciate if you stop ignoring me.

From: Margaret Sandercock

Date: Wednesday, October 19, 2022 at 12:20 PM

To: Christian Gray , erez horovitz , Kathryn Downie , philhub , Theodore Lockhart , David May

Subject: buyouts

The only person for whom I made a buyout proposal is Christian.

The landlord has offered \$125,000 per unit unless everyone I represent is bought out. The only possible exception to this is Christian.

I know with relative certainty what their budget is: either \$3.35M or 3.5M.

There is no point in my proposing buyouts that exceed that level.

If you want me to make a proposal within the numbers the landlord is willing to pay, you would have to let me know that.

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Date: Oct 20, 2022 01:28 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "erez horovitz" <ehorovitz@gmail.com>, "philhub" <philhub@protonmail.com>, "Theodore Lockhart" <clockhart67@gmail.com>

Subject: Landlord issues

The landlord is not interested in buying anyone out at the price points you have suggested. I believe he will buy David out at \$125,000 which is the number offered any unit wanting to leave now without the other units leaving.

We are about to lose, that is, not win, parts of our litigation which is why I told you to come up with reasonable settlement positions and have been recommending that for months. The proposals recently made were too late and too high.

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Date: Oct 20, 2022 11:44 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

October 20, 2022 - 7:43 PM

\$150.00

full transaction receipt

View the Privacy Policies for
Clover

Date: Oct 24, 2022 01:39 AM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>, "Kathryn Downie"

<downiekathryn@hotmail.com>, "erez horovitz" <ehorovitz@gmail.com>

Cc: "Theodore Lockhart" <clockhart67@gmail.com>, "philhub"

<philhub@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Adam

Goodfarb" <adg@goodfarblaw.com>

Subject: Change of counsel

Christian, Kate and Erez, we understand you consulted with a different lawyer. We also appreciate that you deserve to work with counsel where your views are shared by your attorney. For this reason, we are not really willing to work with you anymore and would ask you to pay your final bill and to retain either the person you already consulted with, or some other attorney of your choice.

Christian, we assume you will transfer all your cases to new counsel.

It is our understanding that Theo and Phil are unlikely to join you with new counsel, and we will continue to work with them if that is what they want. We are also willing to continue to work with David May, from whom we have not yet heard as to his future plans, as we don't have differences of opinion with him, that I know of.

To the extent that any of you referred 2 units that are not yet covered but for whom we applied for protected occupancy, I have notified them of our willingness to continue with them and I have no reason to think they want to change counsel.

Good luck, Christian, Kate and Erez. Please note that there are paperwork procedures to follow for all the cases, that I would ask you to do promptly so that neither my firm nor your replacement counsel gets into trouble for not attending to proper protocol.

Thanks everyone.

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Date: Nov 03, 2022 03:47 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Christian Gray" <christiangray3@protonmail.com>

Cc: "Adam Goodfarb" <adg@goodfarblaw.com>

Subject: FW: Attached Image

The above proposed agreement and email below concern your HP case. I have already, separately, sent these things to Ed Olmsted.

As you know, we asked to no longer represent you. We understood you consulted with another attorney but have not heard that we will be substituted out. We may have to make a motion to be relieved if we do not hear from you. There is no guarantee that our motion to be relieved would be granted but if you agree to hire a different lawyer, that would definitely be allowed.

We are waiting a couple of weeks to hear your plans. At this point, your immediate attention is needed. Thank you.

From: David Skaller

Date: Thursday, November 3, 2022 at 11:29 AM

To: Margaret Sandercock

Subject: FW: Attached Image

FOR SETTLEMENT PURPOSES ONLY

Margaret

I propose the following terms for a new stipulation of settlement

Attached is a new scope of work that Jack prepared but Ed indicated at their last meeting at the apartment was acceptable as the remaining scope of work.

Your client provide access to Servpro and 2 other companies to come and give my client a cost of the scope of work and that both jack and Ed be present for these appointments so that they can make sure Servpro and the other contractors understand and agree to perform the work per the attached scope of work

Once my client accepts a bid from one of the remediation companies and they inform us as to when they can commence the work, your client provides access.

Both Jack and Ed be present on the last day of work while the remediation company is still present so that more work can be done if the experts agrees to ensure that all of the work is performed and to both conduct their testing at the same time either that day or within a week of the completion of the work. Both ALC and Ed may be present while the work is being done.

If the experts are not in agreement when the work is completed, then 1 of 3 things occur:

If the experts agree that the additional item(s) are part of the stipulated scope of work, then the work is done immediately with them present and my client pays the extra cost or

If the experts agree that the additional work is not part of the stipulated scope of work, then the additional work is done at the expense of the tenant or

If the experts cannot agree, then an agreed upon 3rd party who we choose in advance and insert their name into the stipulation is called in to determine if the additional work is part of the scope of work or not and who is responsible to pay for the additional remediation. The parties will be bound by the determination of this 3rd party.

Upon the full execution of this stipulation, we will agree to withdraw the affidavit of Jack and Candice

After the work is completed, your client will provide access to my client's contractors to perform the legalization work per the approved plans by DOB and the Loft Board

From: Canon Printer

Sent: Thursday, November 3, 2022 10:40 AM

To: David Skaller

Subject: Attached Image

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Date: Nov 04, 2022 12:59 PM

From: "erez horovitz" <ehorovitz@gmail.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>, "Kathryn Downie" <downiekathryn@hotmail.com>, "Michael Kozek" <mkozek@weenkozek.com>, "Nina Oksman" <noksman@weenkozek.com>

Subject: 226 Tenants Representation

Margaret,

Apologies for the delayed response, we've spent the past few weeks deciding how best to move forward as a tenants group.

While we appreciate your efforts during your time as our legal representation, this email confirms that we are terminating your services for all matters, as you invited, effective immediately. We do not and no longer believe that you represented our interests, as demonstrated by, amongst other matters, your setting of ultimatums, unwillingness to advocate for us, and refusal to present our position on settlement.

We have retained Ween & Kozek to take over our representation in all matters going forward. Please coordinate with their office to turn over the file and provide any relevant background.

Please send us final invoices for any outstanding work so we can settle them up.

Thank you,

-Kathryn Downie, Christian Gray, Erez Horovitz, David May

Date: Nov 07, 2022 04:36 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Nina Oksman" <noksman@weenkozek.com>, "Michael Kozek" <mkozek@weenkozek.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: FW: scope of work 97 Green - Christian Gray

On 11/7/22, 7:50 AM, "EDWARD OLMSTED" <oesenv@aol.com> wrote:

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Date: Nov 14, 2022 01:43 PM

From: "erez horovitz" <ehorovitz@gmail.com>

To: "Kathryn Downie" <downiekathryn@hotmail.com>, "David May" <davidmortimermay@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Margaret Sandercock Balance

Hey Kate

Are we settled up with Margaret?

--

Erez Horovitz
erezhorovitz.com
ehorovitz@gmail.com
978 302 3680

Date: Nov 14, 2022 09:43 PM

From: "GOODFARB & SANDERCOCK, LLP (via Clover)" <app@clover.com>

To: <christiangray3@protonmail.com>

Subject: Your receipt from GOODFARB & SANDERCOCK, LLP

GOODFARB & SANDERCOCK, LLP

235 MAIN ST PENTHOUSE, WHITE PLAINS, NY 10601

+1 914-428-3400

November 14, 2022 - 4:43 PM

\$499.00

full transaction receipt

[View the Privacy Policies for Clover](#)

Date: Nov 16, 2022 08:18 PM

From: "Kathryn Downie" <downiekathryn@hotmail.com>

To: "erez horovitz" <ehorovitz@gmail.com>, "David May" <davidmortimermay@gmail.com>, "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Margaret Sandercock Balance

I put a check in the mail to Margret over a week ago but then got another invoice from Jennifer.

Been out of service for the past week on vacation.

Putting the final check in the mail to her right now.

Also - Phil has a balance on hos dues.

From: erez horovitz

Sent: Monday, November 14, 2022 1:43 PM

To: Kathryn Downie ; David May ; Christian Gray

Subject: Margaret Sandercock Balance

Hey Kate

Are we settled up with Margaret?

--

Erez Horovitz

erezhorovitz.com

ehorovitz@gmail.com

978 302 3680

Date: Nov 16, 2022 03:19 PM

From: "erez horovitz" <ehorovitz@gmail.com>

To: "Kathryn Downie" <downiekathryn@hotmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: Re: Margaret Sandercock Balance

Do we have enough money to cover this new invoice and how much was it?

On Wed, Nov 16, 2022 at 3:18 PM Kathryn Downie wrote:

I put a check in the mail to Margret over a week ago but then got another invoice from Jennifer.

Been out of service for the past week on vacation.

Putting the final check in the mail to her right now.

Also - Phil has a balance on hos dues.

From: erez horovitz

Sent: Monday, November 14, 2022 1:43 PM

To: Kathryn Downie ; David May ; Christian Gray

Subject: Margaret Sandercock Balance

Hey Kate

Are we settled up with Margaret?

--

Erez Horovitz

erezhorovitz.com

ehorovitz@gmail.com

978 302 3680

--

Erez Horovitz

erezhorovitz.com
ehorovitz@gmail.com

978 302 3680

Date: Nov 22, 2022 05:36 PM

From: "Kathryn Downie" <downiekathryn@hotmail.com>

To: "erez horovitz" <ehorovitz@gmail.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>, "David May" <davidmortimermay@gmail.com>

Subject: Re: Margaret Sandercock Balance

Yes, apologies for the late response

After Margret cashes the check I sent we have about \$1,100 in the accounts.

From: erez horovitz

Sent: Wednesday, November 16, 2022 3:19 PM

To: Kathryn Downie

Cc: Christian Gray ; David May

Subject: Re: Margaret Sandercock Balance

Do we have enough money to cover this new invoice and how much was it?

On Wed, Nov 16, 2022 at 3:18 PM Kathryn Downie wrote:

I put a check in the mail to Margret over a week ago but then got another invoice from Jennifer.

Been out of service for the past week on vacation.

Putting the final check in the mail to her right now.

Also - Phil has a balance on hos dues.

From: erez horovitz

Sent: Monday, November 14, 2022 1:43 PM

To: Kathryn Downie ; David May ;
Christian Gray

Subject: Margaret Sandercock Balance

Hey Kate

Are we settled up with Margaret?

--

Erez Horovitz

erezhorovitz.com
ehorovitz@gmail.com

978 302 3680

--

Erez Horovitz

erezhorovitz.com

ehorovitz@gmail.com

978 302 3680

Date: Aug 09, 2023 05:04 PM

From: "Michael Kozek" <mkozek@weenkozek.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Gray

Margaret,

We are trying to get the HP case settled, including reimbursement of Christian's legal fees in connection with the owner's violation of the prior settlement. Can you send me your invoices covering that work until the substitution?

Michael P. Kozek

Partner | WEEN & KOZEK

mkozek@weenkozek.com | www.weenkozek.com

P: (212) 964-1822 | F: (212) 385-9827

Pronouns: he/him/his

BROOKLYN: 20 Jay Street, Ste. 814 | Brooklyn, New York 11201

HUDSON VALLEY: 319 Mill Street | Poughkeepsie, New York 12601

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Date: Aug 09, 2023 09:08 PM

From: "Margaret Sandercock" <mbs@goodfarblaw.com>

To: "Michael Kozek" <mkozek@weenkozek.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Gray

Of course. I am happy you think you can reach settlement. I will have Jen send in the morning. Let me know if eventually a hearing is needed as I will cooperate fully.

Get Outlook for iOS

From: Michael Kozek

Sent: Wednesday, August 9, 2023 5:04:22 PM

To: Margaret Sandercock

Cc: Christian Gray

Subject: Gray

Margaret,

We are trying to get the HP case settled, including reimbursement of Christian's legal fees in connection with the owner's violation of the prior settlement. Can you send me your invoices covering that work until the substitution?

Michael P. Kozek

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Date: Aug 09, 2023 05:09 PM

From: "Michael Kozek" <mkozek@weenkozek.com>

To: "Margaret Sandercock" <mbs@goodfarblaw.com>

Cc: "Christian Gray" <christiangray3@protonmail.com>

Subject: Re: Gray

Thank you.

Michael P. Kozek

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