

#284 — Q11/Q6 DOCUMENTARY SUPPLEMENT: EXHIBIT 1 / SCOPE-OF-WORK REQUEST CHAIN (v0.10 — RULED; SW3/SW5 corrected on archive bytes GX-212)

Status: RULED 2026-09-03; v0.10 (2026-09-04, GX-212) corrects SW3 (time) and SW5 (text) on the pre-send re-check of archive bytes, and the timezone note; v0.9 added SW0A and SW-N1 on Christian's ruling of 2026-09-03 (GX-211); travels with the #284 package. Rides the #284 consolidated answer set; transmits under the package D. Nothing herein transmits until every row is ruled. **Scope:** The documentary record of (a) the scope exhibit's absence at execution, (b) the plaintiff's contemporaneous requests for it, (c) its first delivery, and (d) the plaintiff's own contemporaneous correction on the contractor-identity point. Section G adds (e) the pre-signing counsel-pressure record, verbatim. No characterization; dates and verbatim text only. **Sources:** Executed artifacts A1 dcef62ca / A2 a6be699b (retrieved 2026-09-01, verified); Sandercock correspondence archive 7ef25c2d (page pins below); so-ordered stipulation (filed). **Timezone note:** All times below are EDT. In the archive, top-level "Date:" headers print UTC for messages from protonmail.com, goodfarblaw.com and bbglp.com senders (four-hour offset verified on paired headers), but print Eastern time for messages from olmsted.mac@mac.com (verified on three independent pairs: June 27, 2020; January 10, 2021 ×2). Quoted headers inside message bodies print the quoting client's Eastern time.

A. FIXED ANCHORS [D]

#	Date	Fact	Source
A0	Jun 13, 2021, 8:06 PM	MBS to CG + Olmsted, subject "update": "The remediation will be done by Servpro." Identity-only; no scope document attached or referenced.	p.1008
A1	Jun 19, 2021	Executed instrument (both artifacts): Exhibit 1 not annexed . Eight pages each; one textual reference to the exhibit; no scope attached.	A1 dcef62ca / A2 a6be699b
A2	Jun 20, 2021	Exhibit 1 with eight printed "JG" comments first appears in the pre-filing assembly scan (Sun 5:59 PM).	Assembly scan b958d5f6 (pdfinfo)
A3	Jul 20–27, 2021	Contracted work window under the stipulation.	So-ordered stipulation
A4	Aug 14, 2021, 10:46 AM	First delivery of Exhibit 1 to plaintiff (Orefice: "The stipulation with Exhibit 1 is attached.").	Archive p.1064
A5	Jun 17, 2021	In the June 17 Workshare redline, the contractor identification — " named Serve Pro (emergency contact is Lisa Mulcahy whose email address is lmulcahy@servprohoboken.com and cell phone # 551-226-1997)" — renders as inserted text (blue), i.e., a new insertion in the final pre-signing round; it is the instrument's single contractor reference (§1).	WORKSHARE_REDLINE_20210617.pdf span analysis; A1/A2 text
A6	—	"Total Restoration" (and "Total Renovation") appear nowhere in any version of the instrument — the June 17 clean v2, the June 17 redline, or either executed artifact. The negotiated scope author is never named in the stipulation text.	Full-text extraction, all four files

A2. SIGNING-WEEK RECORD — VERBATIM [D]

#	Date/Time (EDT)	From → To	Verbatim / fact	Source
SW0	May 20, 2021, 10:35 PM	MBS → CG (subject "Important!!! Emergency!!!!"), transmitting her without-prejudice message to Respondent's counsel	"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."	p.970
SW0A	Jun 2,	MBS → CG +	"Here is the proposed settlement agreement with my comments. Please let me know what	p.998

	2021, 4:11 PM	Olmsted (subject "FW: Gray HP"), forwarding E. Sandercock's 4:08 PM scan	you think. I would like to get back to the landlord lawyer Friday if possible, but any way, Monday at the latest." Attachment: Gray Stipulation of Settlement.pdf, 11 pages, MD5 0777388c — the landlord's first draft (BBG v1: opening paragraph numbered 1; release at ¶12, reading "contained in Petition"; "Petition" defined in ¶1) with counsel's handwritten notes on ¶1 (contractor to be named), ¶7 (legalization access: "No"), ¶8 (restoration: "No — we need to restore if test results are not satisfactory"), ¶10 (emergency work: "this ¶ must be coordinated w/ access to May unit"; "Chris — do you care about days & hours of work?"), ¶13 (fees: "No — we should not have had to bring this case + are seeking legal + professional fees in that case"); no note on ¶12, the release. Pages 7–11 = Olmsted "Mold Abatement Scope of Work" with comment balloons JG1–JG8; not mentioned in the transmittal. EML MD5 a30e450b.	(body); attachment from mailbox EML
SW1	Jun 17, 2021, 4:04 PM	Skaller → Sandercock	"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."	p.1013, 1016
SW2	Jun 17, 2021, 4:11 PM	MBS → CG + Olmsted	"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."	p.1013, 1016
SW3	Jun 18, 2021, 10:58 AM	Olmsted → MBS, cc CG	"It looks good to me Margaret"	p.1014, 1016
SW4	Jun 18, 2021, 9:19 AM	MBS → CG + Olmsted ("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."	p.1014
SW5	Jun 18, 2021, 12:21 PM	MBS → Olmsted, cc CG (reply on the thread, above Olmsted's approval)	"Christian, please respond, and I need you to sign the agreement before you go out of town!!!"	p.1015–1016
SW6	Jun 19, 2021 (Sat), 11:24 AM	CG → MBS	"Attached are the signed Word doc and PDF. I'm going to be offline until at least the 27th."	p.1017

Interval: revised versions received by petitioner's counsel Jun 17, 4:04 PM; executed transmission Jun 19, 11:24 AM (~43 hours), spanning two written directives to sign (SW2, SW4). SW6 documents the offline window covering Jun 20, when Exhibit 1 first appears in the assembly scan (A2).

Precision note (held): no written pre-signing request by CG for the scope of work or Exhibit 1 appears in the signing-week record (pp.1008–1018). All documented requests are post-signing (Section B). Any pre-signing verbal request is testimony, reserved to CG.

B. THE REQUEST CHAIN — VERBATIM [D]

#	Date/Time (EDT)	From → To	Verbatim (exact; ellipses mark omitted text only)	Source
B1	Aug 2, 2021, 3:07 PM	CG → MBS ("Mold Remediation")	"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."	p.1034–1035
B2	Aug 13, 2021, 1:41 PM	CG → MBS ("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."	p.1047
B3	Aug 13, 2021, 1:41 PM (same email)	CG → MBS	"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?"	p.1045–1047
B4	Aug 13, 2021, 1:41 PM (same email)	CG → MBS	"Please send me Exhibit 1. If it differs from what we all agreed upon then we have a big problem."	p.1045
B5	Aug 13, 2021, 2:08 PM	CG → MBS	"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."	p.1046, corpus row
B6	Aug 13, 2021, 2:45 PM	CG → MBS	"...the scope of work was clearly outlined in our documented negotiation...but I never read or was even sent Exhibit 1. ... Please send it to me today so I can clearly understand the situation."	p.1058
B7	Aug 13	CG → MBS	"...if they haven't completed the scope work outlined in Exhibit 1, it speaks for itself. If they	p.1062

B7	Aug 13, 2021, 3:04 PM	CG → MBS	"...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."	p.1064
B8	Aug 13, 2021, 3:22 PM	CG → MBS	"You or Ed never told be that that was the case. Ever. ... Please send me Exhibit 1." [sic "be"]	p.1059
B10	Aug 13, 2021, 4:07 PM	CG → MBS	"I still haven't received Exhibit 1. Can you please have your assistant send it to me."	p.1060
B9	Aug 13, 2021, 6:03 PM	CG → MBS (new thread: "I still haven't received the Exhibit 1 document")	"Please send me the document."	p.1062-1063

C. COUNSEL'S SAME-THREAD RESPONSES — VERBATIM [D]

#	Date/Time (EDT)	From → To	Verbatim	Source
C1	Aug 13, 2021, 1:52 PM	MBS → CG	"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."	p.1045, 1047
C2	Aug 13, 2021, 2:13 PM	MBS → CG	"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."	p.1058
C3	Aug 13, 2021, 3:08 PM	MBS → CG	"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."	p.1059
C4	Aug 13, 2021, ~3:31 PM	MBS → CG	"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."	p.1059

D. PLAINTIFF'S CONTEMPORANEOUS CORRECTION [D] — INCLUDED FOR COMPLETENESS

#	Date/Time (EDT)	From → To	Verbatim	Source
D1	Aug 15, 2021, 7:43 PM	CG → MBS ("My apologies")	"...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."	p.1065
D2	Aug 15, 2021, 8:28 PM	CG → MBS ("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." [sic "that is was"]	p.1066

Precision these rows compel (framing, not testimony): the contractor's *name* appeared in a one-line notice (row A0) and, per D2, in the stipulation documents transmitted pre-signing; the contractor's *scope of work* was not transmitted in either form — Exhibit 1 arrived Aug 14 (A4) and the ServPro-side scope never arrived at all (Section F). Rows A1-A4 and B1-B10 concern the exhibit, not the name. **FLAG (held, not smoothed):** row A0 (notice addressed to plaintiff, Jun 13) and row D1 ("did not realize... until I was on-site," Jul 21) are both of record and sit in tension. Any reconciliation is testimony, reserved to the plaintiff; both documents are presented.

E. SEQUENCE (dates only)

Counsel reports to opposing counsel that client's acceptance of the existing scope was "prevailed on" and that client believes the scope insufficient (May 20) → one-line contractor-identity notice (Jun 13) → revised versions to counsel (Jun 17, 4:04 PM) → "sign it before he goes out of town" (Jun 17, 4:11 PM) → "sign it today" (Jun 18, 9:19 AM) → Olmsted "It looks good to me Margaret" (Jun 18, 10:58 AM) → "please respond, and I need you to sign the agreement before you go out of town!!!" (Jun 18, 12:21 PM) → executed Saturday morning with no scope exhibit annexed (Jun 19, 11:24 AM; "offline until at least the 27th") → exhibit + JG comments first appear in the assembly scan (Jun 20) → work performed (Jul 20-27; plaintiff on-site at start, Jul 21) → contractor-identity question raised (Aug 2) → six written requests for the exhibit in one day (Aug 13: 1:41, 2:45, 3:04, 3:22, 4:07, 6:03 PM) → first delivery (Aug 14, 10:46 AM) → plaintiff's two contractor-name corrections (Aug 15).

F. NEGATIVE FINDING — THE SERVPRO-SIDE SCOPE [D-negative, corpus-wide]

A sweep of every ServPro-variant reference in both corpora — the Sandercock correspondence archive 7ef25c2d (1,418 pages; 28 pages bearing the name, each reviewed) and the plaintiff's mailbox extract (1,959 messages; 47 bearing the name, each reviewed) — locates **no transmission to plaintiff, at any time, of the scope of work issued to ServPro, ServPro's bid or proposal, ServPro's work order, or any ServPro-verified scope**. The only pre-work references are the Jun 13 identity notice (A0) and the executed instrument's textual reference to the exhibit (A1). Scope of the finding: email record only; it establishes no email delivery and corroborates the plaintiff's statements of Aug 2, 2021 and after.

G. PRE-SIGNING COUNSEL-PRESSURE RECORD — VERBATIM [D] (ADDED v0.6)

Counsel-to-client statements pre-dating execution, bearing on the circumstances in which the stipulation was signed. Verbatim; no characterization. Source pins verified against live archive 7ef25c2d (re-uploaded and hash-matched 2026-09-03); quotes conformed to archive bytes. Archive headers print UTC; times below are converted (winter EST, spring/summer EDT).

#	Date/Time	From → To	Verbatim	Source
G1	Feb 11, 2021, 9:51 AM EST	MBS → CG ("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." Same date as plaintiff's documented protest (archive p.644).	p.658
G2	Mar 4, 2021, 12:38 PM EST	MBS → CG ("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???"	p.740
G3	May 11, 2021, 9:23 AM EDT	MBS → CG ("Re: Gray")	"When I say court date I mean conference date. I do think you should accept their scope of work if you want to avoid court. I think we have to stop asking for things they won't do."	p.948 (quoted again p.950)
G4	May 21, 2021, 2:03 PM EDT	MBS → CG ("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)."	p.995
G5	Jun 17, 2021, 2:24 PM EDT	MBS → CG ("reminder")	"We would like you to pay your bill. Thank you." Sent ~1 hr 47 min before the redline transmittal with "we need for Christian to sign it before he goes out of town" (SW2, 4:11 PM), and ~19 hours before "Chris, I need you to sign it today" (SW4).	p.1010

G-N1 — Window-scoped negative finding [D-negative, window: Jun 14-22, 2021]. The only documented explanation of the June 17 redline transmitted to plaintiff in the signing window is the single sentence in SW2: "I think I got most of the changes that we wanted." No walkthrough of the redline changes, and no reference to the "Petition" defined-term insertion, appears in any message in the window. Scope: email record, Jun 14-22 only; not a case-wide assertion. Conflict of record, flagged, not reconciled; on Apr 1, 2022, counsel wrote "Of course I sent you many versions of these agreements, always with an explanation about why the agreement was changed" (archive p.1212) — a post-dating statement concerning the 2022 PAA/buyout agreements; both statements are presented wherever this finding travels.

G-N2 — Adjacent client statement of record, flagged, not reconciled. On May 11, 2021, 9:19 AM EDT, in the exchange at row G3, plaintiff wrote to counsel: "I would like to avoid court and more importantly, Skaller's fees" (p.948). This statement and the Q14 recollection regarding the court's offer to decide the scope of work are both of record; any reconciliation is testimony, reserved to the plaintiff. Presented per the same rule as the A0/D1 flag.

SW-N1 — Drafting-origin finding [D] (ADDED v0.9). The "Petition" definition and the release's "contained in Petition" limiter appear in the landlord's first draft (SW0A) and are unchanged, character for character, through the June 17 clean v2 ab7ad213, the executed counterparts dcef62ca / a6be699b, the assembled execution scan b958d5f6, and NYSCEF Doc 10 abb5762c. Every paragraph counsel marked by hand on SW0A was changed in the June 17 round; the release was not marked and not changed. Paragraph numbering: ¶12 in SW0A → ¶10 from June 17 onward (the ¶11 number was removed and the emergency-work paragraph deleted). Verified by per-character color pass on the June 17 Workshare compare (insertions blue, deletions red; both Petition spans black). Supersedes the earlier working note that the definition was inserted June 17.

RULING SHEET (Christian, 2026-09-03): A0: CONFIRM · A1-A4: CONFIRM · A5-A6: CONFIRM · SW0: CONFIRM · SW1-SW6: CONFIRM · B1-B10: CONFIRM (B9/B10 reordered chronologically, no content change) · C1-C4: CONFIRM · D1-D2: CONFIRM · E: CONFIRM · F: CONFIRM · G1-G5: CONFIRM (G5 retained with timing note) · G-N1: CONFIRM · G-N2: KEEP (flagged, not reconciled; reconciliation reserved to plaintiff) · SW0A: CONFIRM (GX-211, 2026-09-03) · SW-N1: CONFIRM (GX-211, 2026-09-03) · SW3/SW5: CORRECTED on archive bytes (GX-212, 2026-09-04)

END — #284 Q11/Q6 Documentary Supplement v0.10 (RULED)