

STIP-EMAIL-1015_20210813_Sandercock_Scope_Doesnt_Matter.pdf

Stipulation Compliance Email Evidence

CSV Row: 1015

Source EML: ROW_1015__Re_ Exhibit 1 - _Margaret Sandercock_ _mbs@goodfarblaw.com_ - 2021-08-1352.eml

From: Margaret Sandercock <mbs@goodfarblaw.com>
To: Christian Gray <christiangray3@protonmail.com>
CC:
Date: 2021-08-13 17:52:56+00:00
Subject: Re: Exhibit 1
Body format: html

--- EMAIL BODY ---

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 <christiangray3@protonmail.com>
Reply-To: Christian Gray <christiangray3@protonmail.com>
Date: Friday, August 13, 2021 at 1:41 PM
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 s 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.

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