

WT-104B — Sandercock Correspondence Archive: Cited-Page Extract (Scope Provenance)

Gray v. American Package Co., Inc., HP 6086/2020 (Civ. Ct. Kings Cty.)

Source: Sandercock_Attorney_Correspondence.pdf, 1,418 pages, MD5 7ef25c2d8b330bbb20f73bc9af0770d9. This extract reproduces, unaltered, the five archive pages cited in White Tab 104B Sections C and D and White Tab 106 Section J for the December 2020 scope-agreement exchange and the February 10, 2021 proposal forward. "Archive p." in the tabs refers to the PDF page index of the full archive; use the map below.

Header convention: top-level "Date:" lines print UTC for messages sent from protonmail.com, goodfarblaw.com and bbgllp.com (subtract five hours for EST in December–February); for messages sent from olmsted.mac@mac.com the top-level line prints Eastern time. Quoted headers inside message bodies print the quoting client's local (Eastern) time.

Extract p.	Archive PDF p.	Printed footer	Content (Eastern times)
2	494	469	Dec 21, 2020: end of petitioner's 6:23 PM comments; Sandercock's Dec 18, 8:29 PM message to petitioner ("Apparently this was agreed to by the landlord expert"); Olmsted 6:38 PM to Sandercock cc petitioner: "I am fine with the comments in the scope. I can make the edits if needed"
3	495	470	Continuation: Olmsted's proposed clearance criteria; quoted chain — Sandercock Dec 21, 11:44 AM; Skaller Dec 21, 11:40 AM ("comments in the right margin. Our expert believes that Ed agreed with his comments"); Sandercock Dec 18, 8:30 PM to Skaller ("your expert has agreed to this scope"); Olmsted Dec 18, 3:02 PM transmittal
4	496	471	Attachment marker <97 green work specification.pdf>; Sandercock Dec 21, 11:41 PM to petitioner and Olmsted: recommends accepting "the scope of work agreed on by Ed and the landlord expert"
5	634	609	Feb 10, 2021, 4:30 PM Sandercock to petitioner and Olmsted: forwards "the proposal received from TCI which is redacted as to prices"
6	639	614	Feb 10, 2021, 7:27 PM Sandercock to petitioner: "he already told me it's ok"; quoted: petitioner 6:45 PM, "the Total Restoration scope of work that you sent today"

- "10. At completion of the work service and clean the air handling unit."

-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.

-The Kitchen Island Butcher Block Countertop was damaged due to the flood. The water caused the sections of the butcher block to bow causing cracks in the seams where the different sections of the butcher block are joined. The bowing has gone down but not to its original form. I think ALC made reference to this in their first report. I should be compensated for this and it needs to be addressed.

- What happens to all of the lighting, dimmer switches, and BX Cable that are integrated into the wall systems of the room that are spec'd for demo? I should be compensated for those as well. It would be very difficult and time consuming to demo around this things. This needs to be addressed.

..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
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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

I just got home and reviewed the report and the email threads, including Skaller's 11:38. Below are my comments:

Scope of Work Issues-

-Sampling of Kitchen Floor. The raised kitchen floor has a T&G wood subfloor. Only the edge was tested but the middle was not. The floor engineered laminate flooring suffered water damage and is slightly bubbling at the edges. This floor goes up to the Kitchen Sink area and the area underneath was never tested and is most likely compromised. It needs to be addressed.

-Sampling of North Wall of the Bathroom. Ed and I dug in there the last time he was there and I think there is a layer of Homosote, which is compressed cellulite (paper). This was not discovered when Ed came and did his inspection.

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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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From: David Skaller
Date: Wednesday, February 10, 2021 at 2:50 PM
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Subject: FW: Attached Image

Please see attached

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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.

I can attend the court conference remotely tomorrow at 10am. Would it be beneficial for me to attend?

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