

WT-106D — Sandercock Correspondence Archive: Cited-Page Extract

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 25 pages cited in White Tab 106D. "Archive p." in the tab 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 four hours for EDT); 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	Date(s) on page (UTC header)
2	970	945	May 21, 2021 02:35 AM
3	998	973	Jun 02, 2021 08:11 PM; Jun 04, 2021 06:20 PM
4	1008	983	Jun 14, 2021 12:06 AM
5	1013	988	Jun 17, 2021 08:11 PM
6	1014	989	Jun 18, 2021 01:19 PM; Jun 18, 2021 10:58 AM
7	1015	990	Jun 18, 2021 04:21 PM
8	1016	991	(continuation)
9	1017	992	Jun 19, 2021 03:24 PM
10	1032	1007	Jul 21, 2021 06:08 PM
11	1033	1008	(continuation)
12	1034	1009	Aug 02, 2021 07:07 PM; Aug 02, 2021 07:18 PM
13	1035	1010	Aug 03, 2021 04:20 AM
14	1045	1020	Aug 13, 2021 05:52 PM
15	1046	1021	Aug 13, 2021 06:08 PM
16	1047	1022	(continuation)
17	1057	1032	Aug 13, 2021 07:22 PM
18	1058	1033	Aug 13, 2021 07:32 PM
19	1059	1034	(continuation)
20	1060	1035	Aug 13, 2021 08:07 PM
21	1061	1036	(continuation)
22	1062	1037	Aug 13, 2021 10:03 PM; Aug 13, 2021 10:18 PM
23	1063	1038	Aug 13, 2021 10:28 PM
24	1064	1039	Aug 14, 2021 02:46 PM
25	1065	1040	Aug 15, 2021 11:43 PM
26	1066	1041	Aug 16, 2021 12:28 AM; Aug 18, 2021 10:04 AM; Aug 18, 2021 03:20 PM

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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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

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

On Jun 11, 2021, at 10:15 AM, Margaret Sandercock wrote:

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 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 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.

THIS IS FOR SETTLEMENT PURPOSES ONLY

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 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

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:
212-867-4466 (Ext. 316)

Fax:
212-297-1859

E-mail: dskaller@bbgllp.com

Web:
www.bbgllp.com

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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,

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.

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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

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.

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Date: Aug 13, 2021 06:08 PM

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

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

Subject: Re: Exhibit 1

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 the Scope of Work is completed and

the tests are clean before anything is signed off on. That is what we agreed to.

Sent with ProtonMail Secure Email.

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

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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.

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Date: Aug 13, 2021 07:22 PM

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

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

Subject: Re: Exhibit 1

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.

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Thank you.

Sent with
ProtonMail Secure Email.

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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.

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Reply-To: Christian Gray

Date: Friday, August 13, 2021 at 2:45 PM

To: Margaret Sandercock

Subject: Re: Exhibit 1

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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

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[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.

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Sent from ProtonMail for iOS

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To: Margaret Sandercock

Subject: Re: Exhibit 1

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[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.

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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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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

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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

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Reply-To: Christian Gray

Date: Friday, August 13, 2021 at 1:41 PM

To: Margaret Sandercock

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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.