



UNITED STATES BANKRUPTCY COURT Middle District of Florida		PROOF OF CLAIM
Name of Debtor: Taylor Bean & Whitaker		Case Number: 3:09-bk-07047
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Joel Johnson		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Joel Hanson, Attorney at Law, PLLC 2825 Eastlake Ave., E., Suite 115 Seattle, WA 98102		
Telephone number: (206) 412-8765		
Name and address where payment should be sent (if different from above): Same as above		
Telephone number: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>664,789.14</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2. Basis for Claim: <u>See attached.</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: 11/08/2010		
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Joel Hanson, attorney for Joel Johnson		FOR COURT USE ONLY T, B & W Mortgage Corp.  03317

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

JOEL B. HANSON, ATTORNEY AT LAW, PLLC
2825 Eastlake Ave. E., Suite 115
Seattle, WA 98102
206-412-8765
Joel.b.hanson@gmail.com

November 8, 2010

United States Bankruptcy Court
Middle District of Florida

Re: Proof of Claim for Case No. 3:09-bk-07047
Taylor Bean & Whitaker Mortgage Corp.

Dear Sir or Madam:

This letter is to supplement the Proof of Claim filed on behalf of Joel Johnson in the bankruptcy proceeding of Taylor, Bean & Whitaker, Case No. 3:09-bk-07047.

My firm, Joel B. Hanson, Attorney at Law, PLLC, along with that of the Law Offices of Michael T. Watkins, represents Mr. Joel Johnson against Taylor, Bean & Whitaker Mortgage Corp. ("Taylor Bean") in a lawsuit filed in King County Superior Court, State of Washington in matter No. 10-2-03695-4 SEA. I have enclosed the Complaint in that matter as Exhibit A.

The Complaint alleges, among other things, that Taylor Bean accepted the duty of paying Mr. Johnson's homeowner insurance premium out of an escrow account funded by Mr. Johnson. It also alleges that Taylor Bean negligently failed to make those insurance premium payments to defendant Safeco Insurance Company of America, resulting in the cancellation of Mr. Johnson's insurance which proved financially catastrophic when Mr. Johnson's home was destroyed by fire.

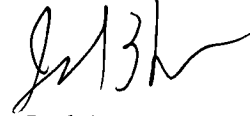
I have also enclosed documents, Exhibit B, produced by Taylor Bean showing internal communications by Taylor Bean employees which admit that Taylor Bean accidentally cancelled the check which was intended to pay Mr. Johnson's premium, causing the insurance to be cancelled.

At this time, Mr. Johnson's damages include \$204,442.18 for damage to the structure, \$111,042.80 for damage to Mr. Johnson's personal property and \$48,600.00 for additional living expenses through September of 2010. Please see Exhibits C and D in support of the structure and personal property claim amounts, respectively. We are also seeking damages for the emotional distress suffered by Mr. Johnson after he was financially ruined and prevented from repairing his home. This amount would be determined by a jury at trial, but for the purposes of this bankruptcy proceeding we are seeking \$300,000.00 for emotional distress damages.

This amount totals \$664,789.14. However, this amount does not include pre- and post-judgment interest, nor does it include consequential economic damages to Mr. Johnson such as damaged credit, loss of retirement savings and business difficulties resulting from Taylor Bean's negligence.

Please let me know if you have questions or require additional information concerning Mr. Johnson's case.

Very truly yours,

A handwritten signature in black ink, appearing to read 'JBH' with a stylized flourish at the end.

Joel B. Hanson

Cc: Michael Watkins

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6 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

7 JOEL JOHNSON, a single person,

8 Plaintiff,

9 v.

10 SAFECO INSURANCE COMPANY OF
11 AMERICA, an insurance company;
12 MOUNT VERNON FIRE INSURANCE
13 COMPANY, an insurance company; and
14 TAYLOR, BEAN & WHITAKER
MORTGAGE CORP., a Washington
corporation,

15 Defendants.

NO. 10-2-03695-4 SEA

FIRST AMENDED COMPLAINT

16
17 The plaintiff, Joel Johnson ("Johnson"), by and through his attorneys of record, The Law
18 Offices of Michael T. Watkins, alleges as follows:

19 **I. JURISDICTION**

20 1.1 The above-captioned court has jurisdiction over the parties and subject matter of
21 this lawsuit.

22 **II. VENUE**

23 2.1 The above-entitled court is proper venue for this action pursuant to RCW 4.12.025
24

25 FIRST AMENDED COMPLAINT — 1

LAW OFFICES OF
MICHAEL T. WATKINS
2825 EASTLAKE AVE E.
SUITE 115
SEATTLE, WA 98102
206/400-6640; FAX: 206/971-5080

1 because the defendants, and each of them, Safeco Insurance Company of America ("Safeco"),
2 Mount Vernon Fire Insurance Company ("Mount Vernon") and Taylor, Bean & Whitaker
3 Mortgage Corp. ("Taylor Bean") transact business in King County, Washington.

4 III. IDENTIFICATION OF PLAINTIFFS

5 3.1 Plaintiff Johnson is, and at all times material hereto was, a resident of Snohomish
6 County, Washington.

8 IV. IDENTIFICATION OF DEFENDANTS

9 4.1 Defendant Safeco Insurance Company of America ("Safeco"), upon information
10 and belief, is an insurance company properly licensed and doing business in King County, state
11 of Washington. At all times material hereto, Safeco insured Johnson pursuant to a homeowner's
12 policy of insurance.

13 4.2 Defendant Mount Vernon Fire Insurance Company ("Mount Vernon"), upon
14 information and belief, is an insurance company properly licensed and doing business in King
15 County, state of Washington. At all times material hereto, Mount Vernon insured Johnson
16 pursuant to a policy of insurance.

17 4.3 Defendant Taylor, Bean & Whitaker Mortgage Corp. ("Taylor Bean"), upon
18 information and belief, is a mortgage company properly licensed and doing business in King
19 County, state of Washington. At all times material hereto, Taylor Bean was the mortgagee on a
20 loan to Mr. Johnson secured by the property located at 5703-145th Street SW, Edmonds.
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V. FACTS

5.1 Safeco issued a homeowner's policy of insurance to plaintiff Johnson on his property at 5703 – 145th St. S.W., Edmonds, Washington for a policy period which included January 25, 2008. This policy of insurance included property coverage that provided, *inter alia*, insurance coverage for damage to Johnson's residence caused by fire and insurance coverage for Johnson's personal property and additional living expenses.

5.2. On information and belief, Safeco canceled plaintiff Johnson's insurance coverage in 2008 without the plaintiff's knowledge, and without proper notice of the cancellation being provided to the plaintiff.

5.3 On information and believe, Taylor Bean periodically received funds from Mr. Johnson to pay his mortgage and to make his homeowners insurance payments. In the latter part of 2008 Taylor Bean wrongfully failed to make Mr. Johnson's homeowners insurance payments.

5.4 In the latter part of 2008 plaintiff Johnson's mortgage company used his funds to obtain forced place insurance from Mount Vernon on the subject property.

5.5 In December, 2008 a letter from Safeco was sent to Taylor Bean advising them that Johnson's policy was canceled for non-payment.

5.6 In April, 2009 Taylor Bean advised Safeco that in error Taylor Bean had failed to make Mr. Johnson's payment for homeowner's insurance and had not submitted any form of request to Safeco, for the policy to be reissued.

5.7 On or about January 25, 2009 plaintiff Johnson suffered property damage to his residence caused by an accidental fire.

5.8 After the property loss, plaintiff Johnson properly submitted a claim to his insurer, Safeco, pursuant to his policy of insurance to repair and/or rebuild his dwelling to its original

1 pre-loss condition with like, kind, and quality materials and professional workmanship, and to
2 provide coverage for personal property and additional living expenses.

3 5.9 After the loss, plaintiff Johnson became aware for the first time that his Safeco
4 policy had been canceled.

5 5.10 Safeco breached its duty to plaintiff Johnson in a number of respects, including but
6 not limited to, failing to properly notify the plaintiff of the cancellation of the insurance
7 coverage, failing to provide replacement cost coverage for the plaintiff's home and personal
8 property, failing to provide additional living expenses coverage to the plaintiff, failing to conduct
9 a reasonable investigation of the fire loss, and failing to provide for the timely repair and/or
10 rebuild of his dwelling to its original pre-loss condition with like, kind, and quality materials and
11 professional workmanship.

12 5.11 As a result of Safeco's wrongful cancellation and refusal to reinstate the policy
13 with the same coverage that Johnson enjoyed before cancellation, Johnson had inadequate
14 insurance to cover the full extent of the loss.

15 5.12 On December 23, 2009, plaintiff sent a 20-day notice pursuant to the Washington
16 Insurance Fair Conduct Act ("IFCA"), RCW 48.30.015(8), to the Office of the Washington
17 Insurance Commissioner and defendant Safeco, requesting that Safeco provide coverage for the
18 January 25, 2008 loss. 20 days have passed since notice was provided to Safeco and the Office
19 of the Insurance Commissioner and Safeco has failed to resolve the basis for the IFCA claim
20 during that time.

21 5.13 Mount Vernon breached its duty to plaintiff Johnson in a number of respects,
22 including but not limited to, failing to provide replacement cost coverage for the plaintiff's home
23 and personal property, failing to provide additional living expenses coverage to the plaintiff,
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1 failing to conduct a reasonable investigation of the fire loss, and failing to provide for the timely
2 repair and/or rebuild of his dwelling to its original pre-loss condition with like, kind, and quality
3 materials and professional workmanship.

4 5.14 On December 30, 2009, plaintiff sent a 20-day notice pursuant to the Washington
5 Insurance Fair Conduct Act ("IFCA"), RCW 48.30.015(8), to the Office of the Washington
6 Insurance Commissioner and defendant Mount Vernon, requesting that Mount Vernon pay for all
7 damages proximately caused by its wrongful acts and omissions related to the January 25, 2008
8 loss. 20 days have passed since notice was provided to Mount Vernon and the Office of the
9 Insurance Commissioner and Safeco has failed to resolve the basis for the IFCA claim during
10 that time.

11 VI. BREACH OF CONTRACT - SAFECO

12 6.1 Plaintiff realleges paragraphs 1.1 through 5.14 as if fully set forth herein.

13 6.2 Defendant Safeco had a contractual duty to its insured, plaintiff Johnson, to pay for
14 fire related repairs, personal property damage, and additional living expenses, in accordance with
15 the contract of insurance.

16 6.3 Defendant Safeco had a contractual duty to provide proper notice to Johnson prior
17 to any cancellation.

18 6.4 Defendant Safeco, breached the contract of insurance by failing to fulfill its
19 contractual obligations to plaintiff Johnson.
20

21 VII. BREACH OF CONTRACT - MOUNT VERNON

22 7.1 Plaintiff realleges paragraphs 1.1 through 6.4 as if fully set forth herein.
23
24

1 7.2 Defendant Mount Vernon had a contractual duty to plaintiff Johnson to pay for fire
2 related repairs, personal property damage, and additional living expenses, in accordance with the
3 contract of insurance.

4 7.3 Defendant Mount Vernon, breached the contract of insurance by failing to fulfill
5 its contractual obligations to plaintiff Johnson.
6

7 **VIII. BREACH OF CONTRACT – TAYLOR BEAN**

8 8.1 Plaintiff realleges paragraphs 1.1 through 7.3 as if fully set forth herein.

9 8.2 Defendant Taylor Bean had a contractual duty to Johnson to properly and timely
10 make his insurance payments to avoid any cancellation of his insurance policy.

11 8.3 Defendant Taylor Bean, breached its contract by failing to fulfill its contractual
12 obligations to plaintiff Johnson.

13 **IX. WASHINGTON ADMINISTRATIVE CODE VIOLATIONS - SAFECO**

14 9.1 Plaintiff realleges paragraphs 1.1 through 8.3 as if fully set forth herein.

15 9.2 Safeco's acts and omissions, as described herein, constitute multiple violations of
16 the insurance regulatory provisions of the Washington Administrative Code, section 284-30-300
17 *et. seq.*
18

19 **X. WASHINGTON ADMINISTRATIVE CODE VIOLATIONS – MOUNT VERNON**

20 10.1 Plaintiff realleges paragraphs 1.1 through 9.2 as if fully set forth herein.

21 10.2 Mount Vernon's acts and omissions, as described herein, constitute multiple
22 violations of the insurance regulatory provisions of the Washington Administrative Code, section
23 284-30-300 *et. seq.*
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1 **XI. VIOLATION OF THE CONSUMER PROTECTION ACT**

2 11.1 Plaintiff realleges paragraphs 1.1 through 10.2 as if fully set forth herein.

3 11.2 Safeco's violations of the Washington Administrative Code, as alleged herein,
4 constitute per se violations of RCW 19.86 *et. seq.*, the Consumer Protection Act.

5 11.3 Mount Vernon's violations of the Washington Administrative Code, as alleged
6 herein, constitute per se violations of RCW 19.86 *et. seq.*, the Consumer Protection Act.
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8 **XII. BAD FAITH - SAFECO**

9 12.1 Plaintiff realleges paragraphs 1.1 through 11.3 as if fully set forth herein.

10 12.2 Safeco's acts and omissions as described herein constitute a breach of its duty of
11 good faith in violation of Washington statutory and decisional law. Such bad faith is a violation
12 of the Washington Consumer Protection Act, RCW 19.86, *et. seq.*

13 **XIII. BAD FAITH - MOUNT VERNON**

14 13.1 Plaintiff realleges paragraphs 1.1 through 12.2 as if fully set forth herein.

15 13.2 Mount Vernon's acts and omissions as described herein constitute a breach of its
16 duty of good faith in violation of Washington statutory and decisional law. Such bad faith is a
17 violation of the Washington Consumer Protection Act, RCW 19.86, *et. seq.*

18 **XIV. NEGLIGENCE**

19 14.1 Plaintiff realleges paragraphs 1.1 through 13.2 as if fully set forth herein.

20 14.2 Defendant Safeco had a duty to its insured, Johnson, to give proper notice of the
21 cancellation of his homeowner's insurance policy under RCW 48.18.290, in addition to the
22 applicable provisions of the policy of insurance.
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1 14.3 Defendant Safeco negligently failed to provide proper notice to the plaintiff of the
2 cancellation of his insurance policy in breach of their duties under the contract and controlling
3 law.

4 14.4 Defendant Taylor Bean had a duty to Mr. Johnson to properly and timely make the
5 plaintiff's insurance payments to avoid cancellation of this homeowners insurance policy the
6 plaintiff of the change of coverage.

7 14.5 Defendant Taylor Bean negligently failed provide and timely make the plaintiff's
8 cancellation of his homeowners insurance policy.

9 14.6 Defendant Mount Vernon owed a duty to timely and properly adjust the plaintiff's
10 insurance fire loss.

11 14.7 Defendant Mount Vernon negligently failed to timely and properly adjust the
12 plaintiff's insurance fire loss claim.

13
14 **XV. VIOLATION OF THE INSURANCE FAIR CONDUCT ACT**

15 15.1 Plaintiff realleges paragraphs 1.1 through 14.7 as if fully set forth herein.

16 15.2 On or about December 23, 2009, plaintiff Johnson provided written notice of the
17 basis for his Insurance Fair Conduct Act cause of action to defendant Safeco and the Office of
18 the Washington State Insurance Commissioner, as required by RCW 48.30.015.

19 15.3 Defendant Safeco failed to resolve the basis for the plaintiff's Insurance Fair
20 Conduct Act action within the twenty-day period following receipt of the plaintiffs' written
21 notice. Safeco's failure to resolve the basis for plaintiff's claim in response to the
22 notice.

1 aforementioned written notice, as required by RCW 48.30.015(8), constitutes a violation of the
2 Insurance Fair Conduct Act, RCW 48.30.015.

3 15.4 On or about December 30, 2009, plaintiff Johnson provided written notice of the
4 basis for his Insurance Fair Conduct Act cause of action to defendant Mount Vernon and the
5 Office of the Washington State Insurance Commissioner, as required by RCW 48.30.015.
6

7 15.5 Defendant Mount Vernon failed to resolve the basis for the plaintiff's Insurance
8 Fair Conduct Act action within the twenty-day period following receipt of the plaintiff's written
9 notice. Mount Vernon's failure to resolve the basis for plaintiffs' claim in response to the
10 aforementioned written notice, as required by RCW 48.30.015(8), constitutes a violation of the
11 Insurance Fair Conduct Act, RCW 48.30.015.

12 **XVI. DAMAGES**

13 16.1 As the proximate result of the foregoing, the plaintiff has suffered, and continues
14 to suffer, special and general damages in an amount to be proven at trial.

15 WHEREFORE, plaintiff Johnson prays for the following relief:

16 A. Judgment against defendants Safeco, Mount Vernon and Taylor Bean for breach of
17 contract in an amount to fully and fairly compensate plaintiff Johnson for all special and general
18 damages suffered;
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20 B. Judgment against defendants Safeco and Mount Vernon for violations of the
21 Washington Administrative Code;

22 C. Judgment against defendants Safeco and Mount Vernon for bad faith;
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1 D. Judgment against defendants Safeco and Mount Vernon for violations of the
2 Consumer Protection Act, RCW 19.86 *et. seq.*

3 E. Judgment against defendants Safeco and Mount Vernon for negligence;

4 F. Judgment against the defendants Safeco and Mount Vernon for violations of the
5 Insurance Fair Conduct Act, RCW 48.30.015 *et. seq.*

6 G. An award of compensatory and punitive damages against Safeco and Mount
7 Vernon pursuant to RCW 48.30, *et seq.*;

8 H. Judgment against defendants Safeco, Mount Vernon and Taylor Bean for attorneys
9 fees and costs as allowed by law, including but not limited to, RCW 48.30, *et seq.*, RCW 19.86,
10 *et seq.*, RCW 48.30.015, *et seq.*, and *Olympic Steamship v. Centennial Ins.*, 117 Wn.2d 37, P.2d
11 673 (1991);

12 I. For such other relief as the Court deems just and equitable.

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14
15 DATED this _____ day of May, 2010.

16
17 LAW OFFICES OF MICHAEL T. WATKINS

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20 _____
21 Michael T. Watkins, WSBA #13677
22 Attorneys for Plaintiff

1 D. Judgment against defendants Safeco and Mount Vernon for violations of the
2 Consumer Protection Act, RCW 19.86 *et. seq.*

3 E. Judgment against defendants Safeco and Mount Vernon for negligence;

4 F. Judgment against the defendants Safeco and Mount Vernon for violations of the
5 Insurance Fair Conduct Act, RCW 48.30.015 *et. seq.*

6 G. An award of compensatory and punitive damages against Safeco and Mount
7 Vernon pursuant to RCW 48.30, *et seq.*;

8 H. Judgment against defendants Safeco, Mount Vernon and Taylor Bean for attorneys
9 fees and costs as allowed by law, including but not limited to, RCW 48.30, *et seq.*, RCW 19.86,
10 *et seq.*, RCW 48.30.015, *et seq.*, and *Olympic Steamship v. Centennial Ins.*, 117 Wn.2d 37, P.2d
11 673 (1991);

12 I. For such other relief as the Court deems just and equitable.

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15 DATED this 24th day of May, 2010.

16
17 LAW OFFICES OF MICHAEL T. WATKINS

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20 Michael T. Watkins, WSBA #13677
21 Attorneys for Plaintiff

Mortgage Servicer System
Memo Report

Loan #/ Originator	Loan Name	Subject/ Text	Create Date	Actual Date	Notify Date	Update Date	Created By	Notify	Updated By	Type
2750934 127098	Joel L Johnson	Task: 644452-Lender Placed 05/27/09 05/27/09 Borr had insurance escrowed and due to a TBW error where we cut a bulk ck, then placed a stop pymt on it and never re-sent it for this borr's ins premium, he faced his residence being destroyed by fire and not having coverage in effect. Borr upset that Proctor will not cover his living expenses since the house fire because he moved into one of his rental properties instead of moving into a hotel as Proctor deems it not within their coverage to pay his living expenses on a home he already owns. Borr is requesting we have a manager contact Proctor on his behalf, acting as a good will liaison to see if they will work with him regarding this portion of his claim. Please call borr at 1-206-419-9316 to notify him of the outcome of our contact. Borr is requesting we have a manager contact Proctor on his behalf, acting as a good will liaison to see if they will work with him regarding this portion of his claim. Please call borr at 1-425-745-2179. Task: 645034-Tax 05/28/09 05/28/09 mfrhlich Borr states that he received a letter from Land America stating his taxes were paid out of someone else's escrow acct and they are requesting \$3,197.00. (Ref acct 2755140 - Thomas Ayson for pymt.) Please research. See attached Land Am letter. T&I Disclosure 05/29/09 05/29/09 nvance T&I Disclosure Printed Task: 645034 - Pending 05/29/09 05/28/09 tparker Tax office not open yet. Task: 645034 - Pending 06/01/09 06/01/09 tparker Left message for tax office to return call. Task: 645034 - Closed 06/02/09 06/02/09 tparker Per tax agency LA can request a refund for incorrect parcel paid. Email John with LA to adv. Task: 645034 - Pending 06/02/09 06/02/09 tparker County returned called but needed to speak with Diane Mitchell. Left message for Diana to call back. Task: 644452-Closed 06/02/09 06/02/09 jwalmer Per Margie at Proctor issue is already being appealed. Carrier has approved payment and will be issuing payment directly to the borr. Proctor will be receiving copies of checks issued. Tax Inq 06/08/09 06/09/09 Lisa Gruber OCS borr called in regards to the letter receive from Land America requesting his to pay back the money issued for taxes. Advised borr that there was previously a task in and it was closed out. Advised borr that Land America would have to get with the County for any refund he can disregard the letter. Email sent to Budd 06/09/09 06/09/09 tsims As per task 644452 it was a TBW error that borr was lender place. We placed a stop pymt on insurance check and never fwd another payment. Borr house burnt down to the ground and he is unable to obtain insurance at this time. Borr is upset because when the ea was completed we are projecting to pay proctor again, which has cause his payment to increase. Borr doesn't feel he is responsible for the higher payment. Please verify if there is anything we can do until his new home is built and he can obtain insurance. If possible can we have last ea deleted until borr is able to obtain insurance? Will TBW pay the lender place policy for the borr? Borr will like a call back at via work 206-762-1196 or cell 206-419-9316. Thank you.	mfrhlich	Lender Placed CR						
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Mortgage Servicer System
Memo Report

Loan #/ Originator	Loan Name	Subject/ Text	Create Date	Actual Date	Notify Date	Update Date	Created By	Notify	Updated By	Type
2750934	Joel L Johnson	Task: 558668-Insurance	01/28/09	01/28/09			ssantiago			Ins: Past Due
127098		<p>Borr called to adv me that his policy for his insurance was cancelled because it was not paid. We sent payment to Safeco in October 2008 for \$830.00. We received that payment back in December 2008. The borr had a fire after the policy cancelled and did not realize at that point it was cancelled. Please make payment to Safeco Insurance so policy can be reinstated. Please contact Safeco and get this issue resolved for the borr. Thank you.</p> <p>Loan #: 2750934 Company Name: Safeco Insurance Co. of America Agent Name: Peggy with Bell Anderson Insurance Agency Agent's Phone Number: 425-462-7443 Amount Still Due: \$630.00 Policy Number: OH475716 Due Date: 11/17/09 Address if applicable: PO BOX 6478 Carol Stream IL 60197-6478</p> <p>If possible we need a copy of our check or the check we received back for payment to be sent to insurance agent Peggy. To the following fax line or email address. Thank you. Fax #: 425-749-4928 Email: Peggym@bell-anderson.com</p>								
2750934	Joel L Johnson	Updated Home Phone	01/26/09	01/26/09			ssantiago			File Up: Phone Number
127098		Updated home phone per borr.								
2750934	Joel L Johnson	Task: 558668-Update	01/27/09	01/27/09			rburton			
127098		<p>Called agent to verify information / agent requested that I fax copy of cleared check to 425-462-7443. After additional research verified that it was not a Safeco issue but a stop payment was applied on this check and never redibursed check and policy canved. Called agent to advise that TBW would handle the issue. Called borr @206 419 9316 cell Number to advise that LP agent will contact him to obtain additional information. Borr stated that that he also has a message line @ 2067621192. I advised that an agent will contact him with further instructions.</p>								
2750934	Joel L Johnson	Hazard letter sent by Proctor:	01/28/09							Lender Placed
127098		haz_cov v \$ 191641 eff_11172008								

FICS

H2L Partners LLC

Client: Joel Johnson
Property: 5703 145th St SW
Edmonds, WA 98206

Operator Info:
Operator: SUPER

Estimator: Konrad Koss

Business: (206) 290-9621

Type of Estimate: Fire
Date Entered: 12/2/2009 Date Assigned:

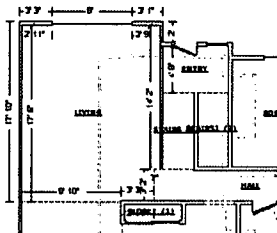
Price List: WASE5B_NOV09
Restoration/Service/Remodel
Estimate: 2009-12-02-1021J19

2009-12-02-1021J19

Main Level

Main Level

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
General Demolition - per hour	256.00 HR	36.51	0.00	9,346.56
Dumpster load - Approx. 40 yards, 7-8 tons of debris	5.00 EA	946.80	0.00	4,734.00
Temporary power - hookup	1.00 EA	0.00	992.98	992.98
Temporary toilet (per month)	6.00 MO	0.00	161.50	969.00
Temporary power usage (per month)	6.00 MO	0.00	80.83	484.98
Taxes, insurance, permits & fees (Bid item)	1.00 EA	0.00	6,286.00	6,286.00
Includes all trades.				
Rewire - average residence - copper wiring	2,000.00 SF	0.00	4.06	8,120.00
Breaker panel - 200 amp	1.00 EA	0.00	1,215.51	1,215.51
Electrician - per hour	12.00 HR	0.00	92.07	1,104.84
Ductwork system - hot or cold air - 2200 to 2500 SF home	1.00 EA	0.00	5,098.95	5,098.95
Furnace - forced air - high efficiency - 135,000 BTU	1.00 EA	0.00	2,420.31	2,420.31
HVAC Technician - per hour	8.00 HR	0.00	94.06	752.48
Thermostat - Premium grade (programmable)	1.00 EA	0.00	287.98	287.98
Plumber - per hour	24.00 HR	0.00	99.00	2,376.00
House wrap (air/moisture barrier)	800.00 SF	0.00	0.35	280.00
Final cleaning - construction - residential	2,000.00 SF	0.00	0.28	560.00
Total: Main Level				45,029.59



LIVING

Ceiling Height: 8'

388.67 SF Walls
625.35 SF Walls & Ceiling
26.30 SY Flooring
48.58 LF Ceil. Perimeter

236.68 SF Ceiling
236.68 SF Floor
48.58 LF Floor Perimeter

Missing Wall: 1 - 0'7" X 0'0"
Missing Wall: 1 - 9'10" X 0'0"
Missing Wall: 1 - 3'2" X 0'0"

Opens into HALL
Opens into DINING
Opens into HALL

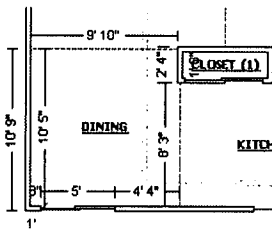
Goes to Floor/Ceiling
Goes to Floor/Ceiling
Goes to Floor/Ceiling

H2L Partners LLC

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
2" x 4" x 10' #2 & better Fir / Larch (material only)	40.00 EA	0.00	3.66	146.40
Carpenter - General Frammer - per hour tie in to existing framing	16.00 HR	0.00	50.93	814.88
Bottom plate - 2" x 4"	24.00 LF	0.00	1.93	46.32
Framing strap - 24" long	4.00 EA	0.00	17.44	69.76
Header - double 2" x 10"	10.00 LF	0.00	6.48	64.80
Top plate - 2" x 4"	24.00 LF	0.00	1.80	43.20
Sheathing - plywood - 1/2" CDX	236.68 SF	0.00	1.07	253.25
Seal floor or ceiling joist sys. (white pigmented shellac)	177.51 SF	0.00	0.84	149.11
Carpet pad	236.68 SF	0.00	0.67	158.58
Carpet	272.18 SF	0.00	3.06	832.87
15 % waste added for Carpet.				
Baseboard - 2 1/4" stain grade	48.58 LF	0.00	3.16	153.51
Stain & finish baseboard	48.58 LF	0.00	1.17	56.84
Batt insulation - 4" - R15	194.33 SF	0.00	1.03	200.16
1/2" drywall - hung, taped, ready for texture	388.67 SF	0.00	1.53	594.67
5/8" drywall - hung, taped, ready for texture	236.68 SF	0.00	1.64	388.16
Texture drywall - heavy hand texture	625.35 SF	0.00	0.79	494.03
Seal/prime the walls and ceiling - one coat	625.35 SF	0.00	0.36	225.13
Paint the walls and ceiling - one coat	625.35 SF	0.00	0.39	243.89
Aluminum window, picture/fixed 33-40 sf (2 pane w/thermal)	1.00 EA	0.00	421.02	421.02
Aluminum window, horiz. slider 24-32 sf (2 pane)	2.00 EA	0.00	321.70	643.40
Window sill - stain grade	9.00 LF	0.00	2.73	24.57
Window blind - fabric/woven - 32.1 to 42 SF	1.00 EA	0.00	276.49	276.49
Window stool & apron	8.00 LF	0.00	5.60	44.80
Stain & finish door/window trim & jamb - Large (per side)	1.00 EA	0.00	32.84	32.84
Fireplace, zero clnce, wood burning w/venting - High grade	1.00 EA	0.00	3,715.85	3,715.85
Fireplace mantel - wood beam or shelf only (per LF)	6.00 LF	0.00	64.94	389.64
Stain & finish wood fireplace mantel	6.00 LF	0.00	5.30	31.80
Fireplace hearth - STONE	8.00 SF	0.00	47.40	379.20
Fireplace face, cultured stone	12.00 SF	0.00	19.31	231.72

CONTINUED - LIVING

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Mason - Brick / Stone - per hour	6.00 HR	0.00	53.07	318.42
Zero clearance chimney framing per vertical LF	25.00 LF	0.00	38.29	957.25
Direct vent fireplace blower - add on	1.00 EA	0.00	225.79	225.79
Ornamental iron handrail w/ twisted pickets, 3' high	9.00 LF	0.00	29.65	266.85
Outlet	6.00 EA	0.00	14.19	85.14
Totals: LIVING				12,980.34



DINING

Ceiling Height: 8'

182.00 SF Walls
 285.81 SF Walls & Ceiling
 11.53 SY Flooring
 22.75 LF Ceil. Perimeter

103.81 SF Ceiling
 103.81 SF Floor
 22.75 LF Floor Perimeter

Missing Wall: 1 - 9'10" X 0'0"
 Missing Wall: 1 - 8'3" X 0'0"

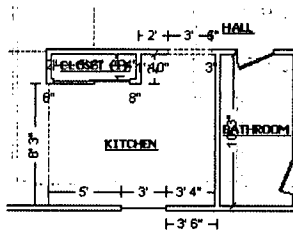
Opens into LIVING
 Opens into KITCHEN

Goes to Floor/Ceiling
 Goes to Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Carpenter - General Frammer - per hour	8.00 HR	0.00	50.93	407.44
tie in to existing framing				
2" x 4" x 10' #2 & better Fir / Larch (material only)	10.00 EA	0.00	3.66	36.60
Bottom plate - 2" x 4"	12.00 LF	0.00	1.93	23.16
Top plate - 2" x 4"	12.00 LF	0.00	1.80	21.60
Sheathing - plywood - 1/2" CDX	103.81 SF	0.00	1.07	111.08
Seal floor or ceiling joist sys. (white pigmented shellac)	77.85 SF	0.00	0.84	65.39
Carpet pad	103.81 SF	0.00	0.67	69.55
Carpet	119.38 SF	0.00	3.06	365.30
15 % waste added for Carpet.				

CONTINUED - DINING

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Baseboard - 2 1/4" stain grade	22.75 LF	0.00	3.16	71.89
Stain & finish baseboard	22.75 LF	0.00	1.17	26.62
Batt insulation - 4" - R15	91.00 SF	0.00	1.03	93.73
1/2" drywall - hung, taped, ready for texture	182.00 SF	0.00	1.53	278.46
5/8" drywall - hung, taped, ready for texture	103.81 SF	0.00	1.64	170.25
Texture drywall - heavy hand texture	285.81 SF	0.00	0.79	225.79
Seal/prime the walls and ceiling - one coat	285.81 SF	0.00	0.36	102.89
Paint the walls and ceiling - one coat	285.81 SF	0.00	0.39	111.47
5-0 6-8 alum. sliding patio door - anodized	1.00 EA	0.00	537.79	537.79
Window blind - aluminum - 2" - 32.1 to 42 SF	1.00 EA	0.00	223.55	223.55
Outlet	4.00 EA	0.00	14.19	56.76
Chandelier - Premium grade	1.00 EA	0.00	512.77	512.77
Totals: DINING				3,512.09



KITCHEN

Ceiling Height: 8'

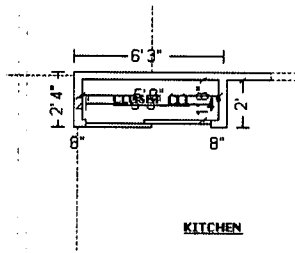
260.67 SF Walls
 364.33 SF Walls & Ceiling
 11.52 SY Flooring
 35.08 LF Ceil. Perimeter

103.66 SF Ceiling
 103.66 SF Floor
 32.08 LF Floor Perimeter

Missing Wall: 1 - 8'3" X 0'0"
 Missing Wall: 1 - 3'0" X 6'8"

Opens into DINING
 Opens into HALL

Goes to Floor/Ceiling
 Goes to Floor



Subroom 1: CLOSET

Ceiling Height: 8'

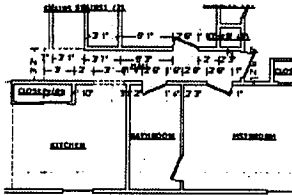
118.70 SF Walls
128.29 SF Walls & Ceiling
1.07 SY Flooring
14.84 LF Ceil. Perimeter

9.59 SF Ceiling
9.59 SF Floor
14.84 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Underlayment - 1/2" BC plywood	113.25 SF	0.00	2.01	227.63
Vinyl floor covering (sheet goods)	130.24 SF	0.00	3.55	462.35
15 % waste added for Vinyl floor covering (sheet goods).				
Vinyl - metal transition strip	5.00 LF	0.00	3.45	17.25
Seal/prime the walls and ceiling - one coat	492.62 SF	0.00	0.36	177.34
Seal stud wall for odor control (white pigmented shellac)	379.37 SF	0.00	0.68	257.97
Seal underlayment for odor control	113.25 SF	0.00	0.39	44.17
Batt insulation - 4" - R15	94.84 SF	0.00	1.03	97.69
1/2" drywall - hung, taped, ready for texture	379.37 SF	0.00	1.53	580.44
5/8" drywall - hung, taped, ready for texture	113.25 SF	0.00	1.64	185.73
Texture drywall - heavy hand texture	492.62 SF	0.00	0.79	389.17
Seal/prime the walls and ceiling - one coat	492.62 SF	0.00	0.36	177.34
Paint the walls and ceiling - one coat	492.62 SF	0.00	0.39	192.12
Aluminum window, horiz. slider 24-32 sf (2 pane)	1.00 EA	0.00	321.70	321.70
Window blind - fabric/woven - 20.1 to 32 SF	1.00 EA	0.00	216.78	216.78
Window stool & apron	4.00 LF	0.00	5.60	22.40
Stain & finish door/window trim & jamb - Large (per side)	1.00 EA	0.00	32.84	32.84
Cabinetry - upper (wall) units - High grade	15.00 LF	0.00	153.09	2,296.35
Cabinetry - lower (base) units - High grade	17.00 LF	0.00	193.70	3,292.90
Countertop - Flat laid plastic laminate	11.00 LF	0.00	36.41	400.51
Countertop edge treatment - wood	22.00 LF	0.00	6.16	135.52
6" backsplash for flat laid countertop	15.00 LF	0.00	9.75	146.25
Countertop - Flat laid plastic laminate - Oversized	6.00 LF	0.00	43.27	259.62
Sink - double - High grade	1.00 EA	0.00	347.55	347.55
Sink faucet - Kitchen	1.00 EA	0.00	165.77	165.77

CONTINUED - KITCHEN

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Soap dispenser	1.00 EA	0.00	29.31	29.31
Dishwasher connection	1.00 EA	0.00	126.06	126.06
Rough in plumbing - per fixture	1.00 EA	0.00	617.68	617.68
Dishwasher	1.00 EA	0.00	577.79	577.79
Range hood	1.00 EA	0.00	182.75	182.75
Ductwork - flexible - insulated - 10" round	5.00 LF	0.00	8.40	42.00
Garbage disposer	1.00 EA	0.00	193.94	193.94
Refrigerator - side by side - 22 to 25 cf	1.00 EA	0.00	1,585.58	1,585.58
Appliance water line - 1/4"	1.00 EA	0.00	48.59	48.59
Range - freestanding - electric - High grade	1.00 EA	0.00	938.33	938.33
Shelving - 24" - in place - stain grade	20.00 LF	0.00	16.86	337.20
Stain & finish wood shelving, 12"- 24" width	20.00 LF	0.00	3.26	65.20
Bypass (sliding) door set - lauan/mahogany	2.00 EA	0.00	142.87	285.74
Stain & finish door/window trim & jamb (per side)	4.00 EA	0.00	28.11	112.44
Outlet	6.00 EA	0.00	14.19	85.14
Ground fault interrupter (GFI) outlet	1.00 EA	0.00	27.01	27.01
Light fixture	2.00 EA	0.00	59.16	118.32
Totals: KITCHEN				15,820.47



HALL

Ceiling Height: 8'

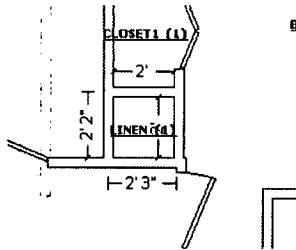
285.33 SF Walls
344.75 SF Walls & Ceiling
6.60 SY Flooring
38.17 LF Ceil. Perimeter

59.42 SF Ceiling
59.42 SF Floor
35.17 LF Floor Perimeter

Missing Wall: 1 - 0'7" X 0'0"
Missing Wall: 1 - 3'1" X 8'0"
Missing Wall: 1 - 3'0" X 6'8"
Missing Wall: 1 - 3'2" X 0'0"

Opens into LIVING
Opens into STAIRS
Opens into KITCHEN
Opens into LIVING

Goes to Floor/Ceiling
Goes to Floor/Ceiling
Goes to Floor
Goes to Floor/Ceiling



Subroom 1: LINEN

Ceiling Height: 8'

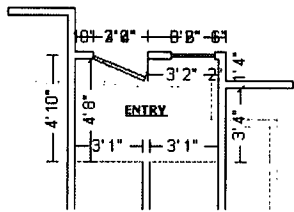
64.00 SF Walls
68.00 SF Walls & Ceiling
0.44 SY Flooring
8.00 LF Ceil. Perimeter

4.00 SF Ceiling
4.00 SF Floor
8.00 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Seal floor or ceiling joist sys. (white pigmented shellac)	47.56 SF	0.00	0.84	39.95
Seal stud wall for odor control (white pigmented shellac)	349.33 SF	0.00	0.68	237.54
Carpet pad	63.42 SF	0.00	0.67	42.49
Carpet	72.93 SF	0.00	3.06	223.17
15 % waste added for Carpet.				
Baseboard - 2 1/4" stain grade	43.17 LF	0.00	3.16	136.42
Stain & finish baseboard	43.17 LF	0.00	1.17	50.51
1/2" drywall - hung, taped, ready for texture	349.33 SF	0.00	1.53	534.47
5/8" drywall - hung, taped, ready for texture	63.42 SF	0.00	1.64	104.01
Texture drywall - heavy hand texture	412.75 SF	0.00	0.79	326.07
Seal/prime the walls and ceiling - one coat	412.75 SF	0.00	0.36	148.59
Paint the walls and ceiling - one coat	412.75 SF	0.00	0.39	160.97
Interior door unit	2.00 EA	0.00	143.91	287.82
Stain & finish door/window trim & jamb (per side)	5.00 EA	0.00	28.11	140.55
Stain & finish door slab only (per side)	10.00 EA	0.00	42.70	427.00
Door knob - interior	2.00 EA	0.00	38.63	77.26

CONTINUED - HALL

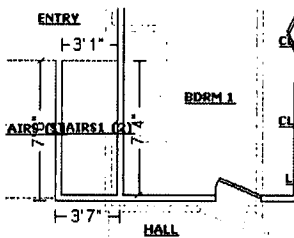
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Closet package - hall/linen (4 shelves 3' wide)	1.00 EA	0.00	127.84	127.84
Closet shelf and rod package	3.00 LF	0.00	23.12	69.36
Seal & paint closet shelving - single shelf	2.00 EA	0.00	34.15	68.30
Light fixture	1.00 EA	0.00	59.16	59.16
Smoke detector	1.00 EA	0.00	49.39	49.39
Totals: HALL				3,310.87



ENTRY

Ceiling Height: 8'

126.67 SF Walls	30.33 SF Ceiling
157.00 SF Walls & Ceiling	30.33 SF Floor
3.37 SY Flooring	15.83 LF Floor Perimeter
15.83 LF Ceil. Perimeter	



Subroom 2: STAIRS1

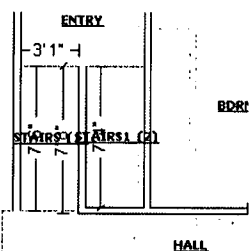
Ceiling Height: 8'

142.00 SF Walls	22.61 SF Ceiling
164.61 SF Walls & Ceiling	22.61 SF Floor
2.51 SY Flooring	17.75 LF Floor Perimeter
17.75 LF Ceil. Perimeter	

Missing Wall: 1 - 3'1" X 8'0"

Opens into ENTRY

Goes to Floor/Ceiling



Subroom 1: STAIRS

Ceiling Height: 8'

121.33 SF Walls
144.46 SF Walls & Ceiling
2.57 SY Flooring
15.17 LF Ceil. Perimeter

23.13 SF Ceiling
23.13 SF Floor
15.17 LF Floor Perimeter

Missing Wall: 1 - 3'1" X 8'0"

Opens into HALL

Goes to Floor/Ceiling

Missing Wall: 1 - 3'1" X 8'0"

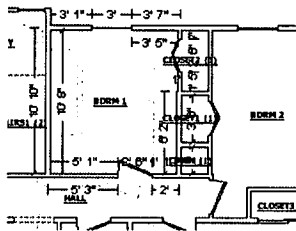
Opens into ENTRY

Goes to Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Exterior door - metal - insulated / wood - High grade	1.00 EA	0.00	433.48	433.48
Door lockset & deadbolt - exterior	1.00 EA	0.00	79.14	79.14
Paint door slab only - 2 coats (per side)	2.00 EA	0.00	21.97	43.94
Seal floor or ceiling joist sys. (white pigmented shellac)	57.05 SF	0.00	0.84	47.92
Seal stud wall for odor control (white pigmented shellac)	390.00 SF	0.00	0.68	265.20
Step charge for "tucked" carpet installation - High grade	13.00 EA	0.00	11.20	145.60
Carpet Installer - per hour	2.00 HR	0.00	75.07	150.14
Stair Skirt/Apron - wall side - hardwood	19.00 LF	0.00	17.27	328.13
Finish stair skirt/apron - 1 coat urethane	19.00 LF	0.00	3.92	74.48
Baseboard - 2 1/4" stain grade	48.75 LF	0.00	3.16	154.05
Stain & finish baseboard	48.75 LF	0.00	1.17	57.04
1/2" drywall - hung, taped, ready for texture	390.00 SF	0.00	1.53	596.70
5/8" drywall - hung, taped, ready for texture	76.07 SF	0.00	1.64	124.75
Texture drywall - heavy hand texture	466.07 SF	0.00	0.79	368.20
Seal/prime the walls and ceiling - one coat	466.07 SF	0.00	0.36	167.79
Paint the walls and ceiling - one coat	466.07 SF	0.00	0.39	181.77
Underlayment - 1/2" BC plywood	32.00 SF	0.00	2.01	64.32
Vinyl floor covering (sheet goods)	24.00 SF	0.00	3.55	85.20
Vinyl - metal transition strip	4.00 LF	0.00	3.45	13.80
Seal underlayment for odor control	76.07 SF	0.00	0.39	29.67
Batt insulation - 4" - R15	97.50 SF	0.00	1.03	100.43
Aluminum window, horiz. slider 24-32 sf (2 pane)	1.00 EA	0.00	321.70	321.70
Window stool & apron	4.00 LF	0.00	5.60	22.40

CONTINUED - ENTRY

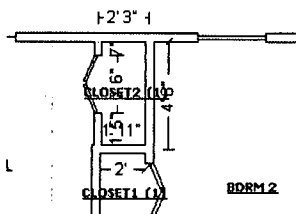
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Stain & finish door/window trim & jamb - Large (per side)	1.00 EA	0.00	32.84	32.84
Outlet	7.00 EA	0.00	14.19	99.33
Ornamental iron handrail w/ twisted pickets, 3' high	9.00 LF	0.00	29.65	266.85
Chandelier - Premium grade	1.00 EA	0.00	512.77	512.77
Carpet pad	48.00 SF	0.00	0.67	32.16
Carpet	48.00 SF	0.00	3.06	146.88
Totals: ENTRY				4,946.68



BDRM 1

Ceiling Height: 8'

322.67 SF Walls	100.82 SF Ceiling
423.49 SF Walls & Ceiling	100.82 SF Floor
11.20 SY Flooring	40.33 LF Floor Perimeter
40.33 LF Ceil. Perimeter	



Subroom 1: CLOSET2

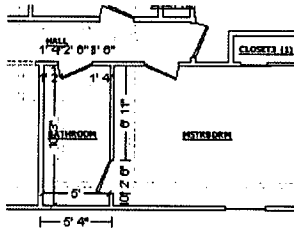
Ceiling Height: 8'

102.67 SF Walls	8.63 SF Ceiling
111.29 SF Walls & Ceiling	8.63 SF Floor
0.96 SY Flooring	12.83 LF Floor Perimeter
12.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Seal floor or ceiling joist sys. (white pigmented shellac)	82.08 SF	0.00	0.84	68.95
Seal stud wall for odor control (white pigmented shellac)	425.33 SF	0.00	0.68	289.22
Carpet pad	109.44 SF	0.00	0.67	73.32
Carpet	125.86 SF	0.00	3.06	385.13

CONTINUED - BDRM 1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
15 % waste added for Carpet.				
Baseboard - 2 1/4" stain grade	53.17 LF	0.00	3.16	168.02
Stain & finish baseboard	53.17 LF	0.00	1.17	62.21
1/2" drywall - hung, taped, ready for texture	425.33 SF	0.00	1.53	650.75
5/8" drywall - hung, taped, ready for texture	109.44 SF	0.00	1.64	179.48
Texture drywall - heavy hand texture	534.78 SF	0.00	0.79	422.48
Seal/prime the walls and ceiling - one coat	534.78 SF	0.00	0.36	192.52
Paint the walls and ceiling - one coat	534.78 SF	0.00	0.39	208.56
Interior door unit	1.00 EA	0.00	143.91	143.91
Door knob - interior	1.00 EA	0.00	38.63	38.63
Stain & finish door/window trim & jamb (per side)	2.00 EA	0.00	28.11	56.22
Stain & finish door slab only (per side)	2.00 EA	0.00	42.70	85.40
Light fixture	1.00 EA	0.00	59.16	59.16
Seal underlayment for odor control	109.44 SF	0.00	0.39	42.68
Batt insulation - 4" - R15	106.33 SF	0.00	1.03	109.52
Aluminum window, horiz. slider 24-32 sf (2 pane)	1.00 EA	0.00	321.70	321.70
Window stool & apron	4.00 LF	0.00	5.60	22.40
Stain & finish door/window trim & jamb - Large (per side)	1.00 EA	0.00	32.84	32.84
Outlet	4.00 EA	0.00	14.19	56.76
Bypass (sliding) door set - panel	1.00 EA	0.00	277.23	277.23
Stain & finish door/window trim & jamb (per side)	2.00 EA	0.00	28.11	56.22
Stain & finish door slab only (per side)	4.00 EA	0.00	42.70	170.80
Closet shelf and rod package	4.00 LF	0.00	23.12	92.48
Seal & paint closet shelving - single shelf	1.00 EA	0.00	34.15	34.15
Smoke detector	1.00 EA	0.00	49.39	49.39
Totals: BDRM 1				4,350.13



BATHROOM

Ceiling Height: 8'

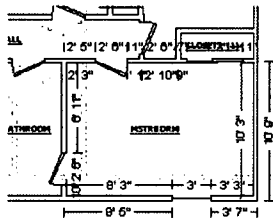
244.00 SF Walls
295.25 SF Walls & Ceiling
5.69 SY Flooring
30.50 LF Ceil. Perimeter

51.25 SF Ceiling
51.25 SF Floor
30.50 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Seal floor or ceiling joist sys. (white pigmented shellac)	38.44 SF	0.00	0.84	32.29
Seal stud wall for odor control (white pigmented shellac)	244.00 SF	0.00	0.68	165.92
Underlayment - 1/2" particle board	51.25 SF	0.00	1.75	89.69
Vinyl floor covering (sheet goods)	58.94 SF	0.00	3.55	209.24
15 % waste added for Vinyl floor covering (sheet goods).				
Vinyl - metal transition strip	6.00 LF	0.00	3.45	20.70
Baseboard - 2 1/4" stain grade	30.50 LF	0.00	3.16	96.38
Stain & finish baseboard	30.50 LF	0.00	1.17	35.69
1/2" drywall - hung, taped, ready for texture	244.00 SF	0.00	1.53	373.32
5/8" drywall - hung, taped, ready for texture	51.25 SF	0.00	1.64	84.05
Texture drywall - heavy hand texture	295.25 SF	0.00	0.79	233.25
Seal/prime the walls and ceiling - one coat	295.25 SF	0.00	0.36	106.29
Paint the walls and ceiling - one coat	295.25 SF	0.00	0.39	115.15
Seal underlayment for odor control	51.25 SF	0.00	0.39	19.99
Batt insulation - 4" - R15	61.00 SF	0.00	1.03	62.83
Vanity - High grade	4.00 LF	0.00	153.16	612.64
Countertop - Flat laid plastic laminate	4.00 LF	0.00	36.41	145.64
4" backsplash for flat laid countertop	6.00 LF	0.00	7.31	43.86
Sink - single	1.00 EA	0.00	203.72	203.72
Rough in plumbing - per fixture - w/PEX	3.00 EA	0.00	580.70	1,742.10
Toilet	1.00 EA	0.00	371.29	371.29
Toilet seat	1.00 EA	0.00	44.83	44.83
Fiberglass tub & shower combination	1.00 EA	0.00	844.55	844.55
Shower curtain rod	1.00 EA	0.00	23.95	23.95
Tub/shower faucet	1.00 EA	0.00	225.18	225.18
Light bar - 3 lights - High grade	1.00 EA	0.00	151.12	151.12
Mirror - 1/4" plate glass	14.00 SF	0.00	10.29	144.06

CONTINUED - BATHROOM

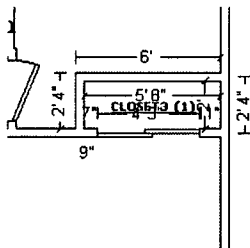
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Bath accessory	3.00 EA	0.00	23.16	69.48
Stain & finish door/window trim & jamb (per side)	1.00 EA	0.00	28.11	28.11
Ground fault interrupter (GFI) outlet	1.00 EA	0.00	27.01	27.01
Outlet	2.00 EA	0.00	14.19	28.38
Exhaust fan - High grade	1.00 EA	0.00	210.07	210.07
Ductwork - flexible - insulated - 4" round	5.00 LF	0.00	6.61	33.05
Interior door unit	1.00 EA	0.00	143.91	143.91
Door knob - interior	1.00 EA	0.00	38.63	38.63
Stain & finish door/window trim & jamb (per side)	2.00 EA	0.00	28.11	56.22
Stain & finish door slab only (per side)	2.00 EA	0.00	42.70	85.40
Totals: BATHROOM				6,917.99



MSTRBDRM

Ceiling Height: 8'

396.00 SF Walls	148.63 SF Ceiling
544.63 SF Walls & Ceiling	148.63 SF Floor
16.51 SY Flooring	49.50 LF Floor Perimeter
49.50 LF Ceil. Perimeter	



Subroom 1: CLOSET3

Ceiling Height: 8'

122.67 SF Walls	11.33 SF Ceiling
134.00 SF Walls & Ceiling	11.33 SF Floor
1.26 SY Flooring	15.33 LF Floor Perimeter
15.33 LF Ceil. Perimeter	

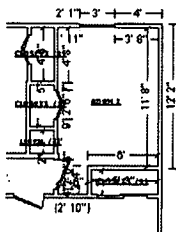
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Seal floor or ceiling joist sys. (white pigmented shellac)	119.97 SF	0.00	0.84	100.77

CONTINUED - MSTRBDRM

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Seal stud wall for odor control (white pigmented shellac)	518.67 SF	0.00	0.68	352.70
Carpet pad	159.96 SF	0.00	0.67	107.17
Carpet	183.95 SF	0.00	3.06	562.89
15 % waste added for Carpet.				
Baseboard - 2 1/4" stain grade	64.83 LF	0.00	3.16	204.86
Stain & finish baseboard	64.83 LF	0.00	1.17	75.85
1/2" drywall - hung, taped, ready for texture	518.67 SF	0.00	1.53	793.57
5/8" drywall - hung, taped, ready for texture	159.96 SF	0.00	1.64	262.33
Texture drywall - heavy hand texture	678.62 SF	0.00	0.79	536.11
Seal/prime the walls and ceiling - one coat	678.62 SF	0.00	0.36	244.30
Paint the walls and ceiling - one coat	678.62 SF	0.00	0.39	264.66
Light fixture	1.00 EA	0.00	59.16	59.16
Seal underlayment for odor control	159.96 SF	0.00	0.39	62.38
Batt insulation - 4" - R15	129.67 SF	0.00	1.03	133.56
Aluminum window, horiz. slider 24-32 sf (2 pane)	1.00 EA	0.00	321.70	321.70
Window stool & apron	4.00 LF	0.00	5.60	22.40
Stain & finish door/window trim & jamb - Large (per side)	1.00 EA	0.00	32.84	32.84
Outlet	6.00 EA	0.00	14.19	85.14
Bypass (sliding) door set - panel	1.00 EA	0.00	277.23	277.23
Stain & finish door/window trim & jamb (per side)	2.00 EA	0.00	28.11	56.22
Stain & finish door slab only (per side)	4.00 EA	0.00	42.70	170.80
Closet shelf and rod package	4.00 LF	0.00	23.12	92.48
Seal & paint closet shelving - single shelf	1.00 EA	0.00	34.15	34.15
Smoke detector	1.00 EA	0.00	49.39	49.39
Interior door unit	2.00 EA	0.00	143.91	287.82
Door knob - interior	2.00 EA	0.00	38.63	77.26
Stain & finish door/window trim & jamb (per side)	2.00 EA	0.00	28.11	56.22
Stain & finish door slab only (per side)	4.00 EA	0.00	42.70	170.80

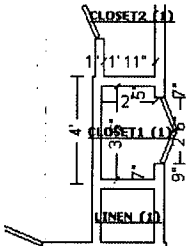
CONTINUED - MSTRBDRM

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: MSTRBDRM				5,494.76

**BDRM 2**

Ceiling Height: 8'

361.33 SF Walls	105.89 SF Ceiling
467.22 SF Walls & Ceiling	105.89 SF Floor
11.77 SY Flooring	45.17 LF Floor Perimeter
45.17 LF Ceil. Perimeter	

**Subroom 1: CLOSET1**

Ceiling Height: 8'

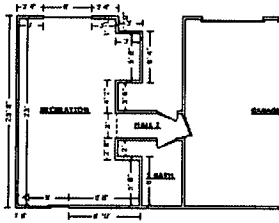
88.00 SF Walls	7.00 SF Ceiling
95.00 SF Walls & Ceiling	7.00 SF Floor
0.78 SY Flooring	11.00 LF Floor Perimeter
11.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Seal floor or ceiling joist sys. (white pigmented shellac)	84.67 SF	0.00	0.84	71.12
Seal stud wall for odor control (white pigmented shellac)	449.33 SF	0.00	0.68	305.54
Carpet pad	112.89 SF	0.00	0.67	75.64
Carpet	129.82 SF	0.00	3.06	397.25
15 % waste added for Carpet.				
Baseboard - 2 1/4" stain grade	56.17 LF	0.00	3.16	177.50
Stain & finish baseboard	56.17 LF	0.00	1.17	65.72
1/2" drywall - hung, taped, ready for texture	449.33 SF	0.00	1.53	687.47
5/8" drywall - hung, taped, ready for texture	112.89 SF	0.00	1.64	185.14
Texture drywall - heavy hand texture	562.22 SF	0.00	0.79	444.15
Seal/prime the walls and ceiling - one coat	562.22 SF	0.00	0.36	202.40

CONTINUED - BDRM 2

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Paint the walls and ceiling - one coat	562.22 SF	0.00	0.39	219.27
Interior door unit	1.00 EA	0.00	143.91	143.91
Door knob - interior	1.00 EA	0.00	38.63	38.63
Stain & finish door/window trim & jamb (per side)	2.00 EA	0.00	28.11	56.22
Stain & finish door slab only (per side)	2.00 EA	0.00	42.70	85.40
Light fixture	1.00 EA	0.00	59.16	59.16
Seal underlayment for odor control	112.89 SF	0.00	0.39	44.03
Batt insulation - 4" - R15	112.33 SF	0.00	1.03	115.70
Aluminum window, horiz. slider 24-32 sf (2 pane)	1.00 EA	0.00	321.70	321.70
Window stool & apron	4.00 LF	0.00	5.60	22.40
Stain & finish door/window trim & jamb - Large (per side)	1.00 EA	0.00	32.84	32.84
Outlet	4.00 EA	0.00	14.19	56.76
Bypass (sliding) door set - panel	1.00 EA	0.00	277.23	277.23
Stain & finish door/window trim & jamb (per side)	2.00 EA	0.00	28.11	56.22
Stain & finish door slab only (per side)	4.00 EA	0.00	42.70	170.80
Closet shelf and rod package	4.00 LF	0.00	23.12	92.48
Seal & paint closet shelving - single shelf	1.00 EA	0.00	34.15	34.15
Smoke detector	1.00 EA	0.00	49.39	49.39
Attic entrance cover and trim	1.00 EA	0.00	56.65	56.65
Totals: BDRM 2				4,544.87
Total: Main Level				106,907.79

downstairs



RECREATION

Ceiling Height: 8'

632.00 SF Walls
942.50 SF Walls & Ceiling
34.50 SY Flooring
79.00 LF Ceil. Perimeter

310.50 SF Ceiling
310.50 SF Floor
79.00 LF Floor Perimeter

Missing Wall: 1 - 3'0" X 0'0"

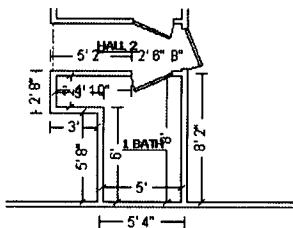
Opens into HALL 2

Goes to Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Clean concrete on the floor	310.50 SF	0.00	0.23	71.42
Seal stud wall for odor control (white pigmented shellac)	632.00 SF	0.00	0.68	429.76
1/2" drywall - hung, taped, with smooth wall finish	632.00 SF	0.00	2.40	1,516.80
Suspended ceiling grid - 2' x 4'	310.50 SF	0.00	1.21	375.71
Suspended ceiling tile - 2' x 4'	310.50 SF	0.00	1.14	353.97
Seal/prime the walls and ceiling - one coat	942.50 SF	0.00	0.36	339.30
Paint the walls and ceiling - one coat	942.50 SF	0.00	0.39	367.58
Light fixture	2.00 EA	0.00	59.16	118.32
Batt insulation - 4" - R15	474.00 SF	0.00	1.03	488.22
Aluminum window, horiz. slider 24-32 sf (2 pane)	3.00 EA	0.00	321.70	965.10
5-0 6-8 alum. sliding patio door - anodized	1.00 EA	0.00	537.79	537.79
Outlet	6.00 EA	0.00	14.19	85.14
Smoke detector	1.00 EA	0.00	49.39	49.39
General clean - up	4.00 HR	0.00	31.25	125.00
Detach & Reset Dryer - Electric	1.00 EA	0.00	0.00	39.01
Detach & Reset Washer - Top-loading	1.00 EA	0.00	0.00	48.34

Totals: RECREATION

5,910.85



1 BATH

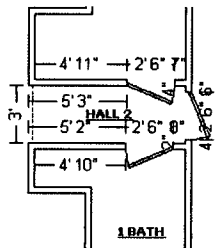
Ceiling Height: 8'

256.00 SF Walls
302.00 SF Walls & Ceiling
5.11 SY Flooring
32.00 LF Ceil. Perimeter

46.00 SF Ceiling
46.00 SF Floor
32.00 LF Floor Perimeter

H2L Partners LLC

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Seal floor or ceiling joist sys. (white pigmented shellac)	34.50 SF	0.00	0.84	28.98
Seal stud wall for odor control (white pigmented shellac)	256.00 SF	0.00	0.68	174.08
1/2" drywall - hung, taped, ready for texture	256.00 SF	0.00	1.53	391.68
5/8" drywall - hung, taped, ready for texture	46.00 SF	0.00	1.64	75.44
Wallpaper	130.00 SF	0.00	1.59	206.70
T & G paneling - cedar paneling (unfinished)	12.50 SF	0.00	4.45	55.63
Light fixture	1.00 EA	0.00	59.16	59.16
Batt insulation - 4" - R15	64.00 SF	0.00	1.03	65.92
Vanity - High grade	3.00 LF	0.00	153.16	459.48
Detach & Reset Toilet	1.00 EA	0.00	0.00	214.43
1/2" Cement board	90.00 SF	0.00	3.54	318.60
Tile/stone sealer	125.00 SF	0.00	0.85	106.25
Shower curtain rod	1.00 EA	0.00	23.95	23.95
Shower faucet - High grade	1.00 EA	0.00	278.13	278.13
Stain & finish door/window trim & jamb (per side)	1.00 EA	0.00	28.11	28.11
Ground fault interrupter (GFI) outlet	1.00 EA	0.00	27.01	27.01
Outlet	2.00 EA	0.00	14.19	28.38
Interior door unit	1.00 EA	0.00	143.91	143.91
Door knob - interior	1.00 EA	0.00	38.63	38.63
Stain & finish door slab only (per side)	2.00 EA	0.00	42.70	85.40
Tile shower - 125 to 150 SF - High grade	1.00 EA	0.00	2,458.31	2,458.31
Totals: 1 BATH				5,268.18



HALL 2

Ceiling Height: 8'

157.33 SF Walls	24.50 SF Ceiling
181.83 SF Walls & Ceiling	24.50 SF Floor
2.72 SY Flooring	19.67 LF Floor Perimeter
19.67 LF Ceil. Perimeter	

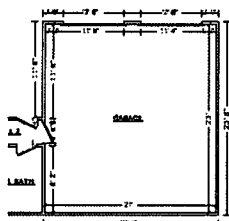
Missing Wall: 1 - 3'0" X 0'0"

Opens into RECREATION

Goes to Floor/Ceiling

H2L Partners LLC

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Seal stud wall for odor control (white pigmented shellac)	157.33 SF	0.00	0.68	106.98
1/2" drywall - hung, taped, with smooth wall finish	157.33 SF	0.00	2.40	377.59
Suspended ceiling grid - 2' x 4'	24.50 SF	0.00	1.21	29.65
Suspended ceiling tile - 2' x 4'	24.50 SF	0.00	1.14	27.93
Seal/prime the walls and ceiling - one coat	181.83 SF	0.00	0.36	65.46
Paint the walls and ceiling - one coat	181.83 SF	0.00	0.39	70.91
Interior door unit	2.00 EA	0.00	143.91	287.82
Stain & finish door/window trim & jamb (per side)	4.00 EA	0.00	28.11	112.44
Stain & finish door slab only (per side)	4.00 EA	0.00	42.70	170.80
Door knob - interior	2.00 EA	0.00	38.63	77.26
Light fixture	1.00 EA	0.00	59.16	59.16
Smoke detector	1.00 EA	0.00	49.39	49.39
Totals: HALL 2				1,435.39



GARAGE

Ceiling Height: 8'

704.00 SF Walls	483.00 SF Ceiling
1,187.00 SF Walls & Ceiling	483.00 SF Floor
53.67 SY Flooring	88.00 LF Floor Perimeter
88.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Clean concrete on the floor	483.00 SF	0.00	0.23	111.09
Clean with pressure/chemical spray	483.00 SF	0.00	0.33	159.39
5/8" drywall - hung & fire taped only	1,187.00 SF	0.00	1.46	1,733.02
Upon inspection 2/25/2010 drywall looked to be in fair shape with water damage to rear exterior wall and ceilings. Smoke smell was negligible compared with rest of house (still fire damaged) if repairs began soon (1st part of March drywall could be saved if left for several months probability of replacement is much higher.				
Seal then paint the walls and ceiling (2 coats)	1,187.00 SF	0.00	0.64	759.68
Remove Space Heater - Ceiling hung gas unit - 30,000 BTU	1.00 EA	71.13	0.00	71.13
Light fixture	2.00 EA	0.00	59.16	118.32
Wood door - birch face, fire rated (mineral fiber core)	1.00 EA	0.00	383.66	383.66

CONTINUED - GARAGE

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Stain & finish door/window trim & jamb (per side)	2.00 EA	0.00	28.11	56.22
Stain & finish door slab only (per side)	2.00 EA	0.00	42.70	85.40
Door knob - interior	1.00 EA	0.00	38.63	38.63
Paint overhead door - 2 coats (per side)	2.00 EA	0.00	77.87	155.74
Stain and finish overhead door (per side)	2.00 EA	0.00	96.41	192.82
Paint single garage door opening & trim - 1 coat	2.00 EA	0.00	44.41	88.82
Totals: GARAGE				3,953.92
Total: downstairs				16,568.34

attic



Attic

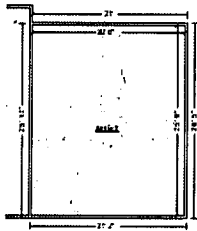
Ceiling Height: 8'

782.67 SF Walls	586.25 SF Ceiling
1,368.92 SF Walls & Ceiling	586.25 SF Floor
65.14 SY Flooring	97.83 LF Floor Perimeter
97.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Girder truss - 4/12 slope	52.00 LF	0.00	7.98	414.96
Truss - 4/12 slope	468.00 LF	0.00	5.62	2,630.16
Crane and operator - 14 ton capacity - 65' extension boom	8.00 HR	0.00	177.18	1,417.44
Carpenter - General Frammer - per hour	24.00 HR	0.00	50.93	1,222.32
Carpentry - General Laborer - per hour	8.00 HR	0.00	35.11	280.88
set and roll new truss system and tie in with existing 4 workers one day				
2" x 4" x 10' #2 & better Fir / Larch (material only)	20.00 EA	0.00	3.66	73.20
Framing/truss hurricane strap	24.00 EA	0.00	8.93	214.32
Sheathing - spaced 1" x 6"	586.25 SF	0.00	2.54	1,489.08

CONTINUED - Attic

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Sheathing - plywood - 1/2" CDX	977.58 SF	0.00	1.07	1,046.01
Blown-in insulation - 14" depth - R38	586.25 SF	0.00	1.02	597.98
Totals: Attic				9,386.35



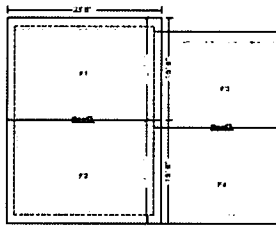
Attic2

Ceiling Height: 8'

742.67 SF Walls	532.17 SF Ceiling
1,274.83 SF Walls & Ceiling	532.17 SF Floor
59.13 SY Flooring	92.83 LF Floor Perimeter
92.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Seal truss system (white pigmented shellac) - up to 5/12	532.17 SF	0.00	1.29	686.50
Sheathing - spaced 1" x 6"	532.17 SF	0.00	2.54	1,351.71
Sheathing - plywood - 1/2" CDX	903.50 SF	0.00	1.07	966.75
Blown-in insulation - 14" depth - R38	532.17 SF	0.00	1.02	542.81
Carpenter - General Frammer - per hour	16.00 HR	0.00	50.93	814.88
tie in roof and truss systems				
Totals: Attic2				4,362.65
Total: attic				13,749.00

Roof

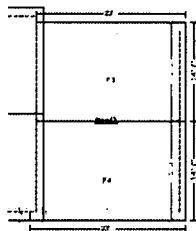


Roof1

801.22 Surface Area
115.04 Total Perimeter Length

8.01 Number of Squares
23.67 Total Ridge Length

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Remove Laminated - 30 yr. - comp. shingle rfg. - incl. felt	8.01 SQ	55.47	0.00	444.31
Laminated - 30 yr. - comp. shingle rfg. - incl. felt	8.33 SQ	0.00	184.69	1,538.47
Ridge cap - composition shingles	20.00 LF	0.00	3.73	74.60
Roof vent - turtle type - Metal	4.00 EA	0.00	39.84	159.36
Flashing - pipe jack - 6"	2.00 EA	0.00	41.86	83.72
Chimney flashing - large (32" x 60")	1.00 EA	0.00	305.38	305.38
Totals: Roof1				2,605.84



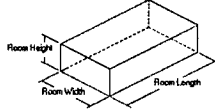
Roof2

694.60 Surface Area
77.95 Total Perimeter Length

6.95 Number of Squares
22.00 Total Ridge Length

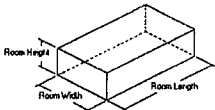
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Remove Laminated - 30 yr. - comp. shingle rfg. - incl. felt	6.95 SQ	55.47	0.00	385.52
Laminated - 30 yr. - comp. shingle rfg. - incl. felt	7.00 SQ	0.00	184.69	1,292.83
Ridge cap - composition shingles	20.00 LF	0.00	3.73	74.60
Roof vent - turtle type - Metal	4.00 EA	0.00	39.84	159.36
Flashing - pipe jack - 6"	2.00 EA	0.00	41.86	83.72
Flashing, 20" wide	46.00 LF	0.00	2.98	137.08
Totals: Roof2				2,133.11
Total: Roof				4,738.95

S.EXTERIOR



DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Sheathing - plywood - 1/2" CDX	200.00 SF	0.00	1.07	214.00
Siding - beveled - cedar (clapboard)	176.40 SF	0.00	4.81	848.48
1" x 4" lumber (.333 BF per LF)	80.00 LF	0.00	1.84	147.20
Stain & finish trim	100.00 LF	0.00	1.15	115.00
R&R 1" x 12" lumber (1 BF per LF)	20.00 LF	0.82	3.33	83.00
Stain & finish wood siding	907.20 SF	0.00	1.14	1,034.21
Fascia - 1" x 8" - #3 cedar	42.00 LF	0.00	5.08	213.36
Gutter / downspout - aluminum - 6"	82.00 LF	0.00	7.04	577.28
Prime & paint gutter / downspout	82.00 LF	0.00	1.14	93.48
Tree - tear out and disposal - 12" to 24" diameter	3.00 EA	535.00	0.00	1,605.00
Tree - evergreen - 6' to 7' in height	3.00 EA	0.00	305.88	917.64
Clean concrete step	8.00 EA	0.00	4.42	35.36
Pressure/chemical wash - Minimum charge	1.00 EA	0.00	175.01	175.01
Exterior light fixture - High grade	1.00 EA	0.00	103.83	103.83
Totals: S.EXTERIOR				6,162.85

E.EXTERIOR

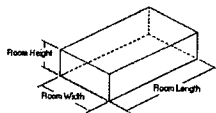


DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Siding - beveled - cedar (clapboard)	295.20 SF	0.00	4.81	1,419.91
Stain & finish wood siding	552.00 SF	0.00	1.14	629.28
R&R Attic vent - gable end - wood	1.00 EA	6.09	120.63	126.72
2009-12-02-1021J19			6/22/2010	Page: 24

CONTINUED - E.EXTERIOR

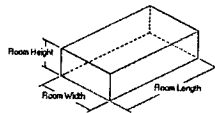
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1" x 4" lumber (.333 BF per LF)	80.00 LF	0.00	1.84	147.20
Stain & finish trim	40.00 LF	0.00	1.15	46.00
Clean concrete step	1.00 EA	0.00	4.42	4.42
R&R Fireplace - chimney cap - sheetmetal	1.00 EA	13.69	326.59	340.28
Totals: E.EXTERIOR				2,713.81

N.EXTERIOR



DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Stain & finish wood siding	907.20 SF	0.00	1.14	1,034.21
Sand wood	400.00 SF	0.00	3.12	1,248.00
Stain/finish deck	400.00 SF	0.00	0.61	244.00
Stain/finish deck handrail	80.00 LF	0.00	4.60	368.00
Gutter / downspout - aluminum - 6"	82.00 LF	0.00	7.04	577.28
Prime & paint gutter / downspout	82.00 LF	0.00	1.14	93.48
Totals: N.EXTERIOR				3,564.97

W.EXTERIOR



DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Stain & finish wood siding	905.36 SF	0.00	1.14	1,032.11
Stain & finish trim	40.00 LF	0.00	1.15	46.00
Exterior light fixture - High grade	1.00 EA	0.00	103.83	103.83
Totals: W.EXTERIOR				1,181.94

Line Item Totals: 2009-12-02-1021J19

155,587.65

Grand Total Areas:

6,601.37 SF Walls	3,009.18 SF Ceiling	9,610.55 SF Walls and Ceiling
3,009.18 SF Floor	334.35 SY Flooring	824.17 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	830.17 LF Ceil. Perimeter
3,009.18 Floor Area	3,223.21 Total Area	6,601.37 Interior Wall Area
3,855.32 Exterior Wall Area	445.33 Exterior Perimeter of Walls	
1,495.81 Surface Area	14.96 Number of Squares	192.99 Total Perimeter Length
45.67 Total Ridge Length	0.00 Total Hip Length	

H2L Partners LLC

Summary

Line Item Total				155,587.65
Overhead	@	10.0% x	155,587.65	15,558.77
Profit	@	10.0% x	155,587.65	15,558.77
Sales Tax	@	9.500% x	186,705.12	17,736.99
Replacement Cost Value				\$204,442.18
Less Deductible				(500.00)
Net Claim				\$203,942.18

Konrad Koss

Recap by Room

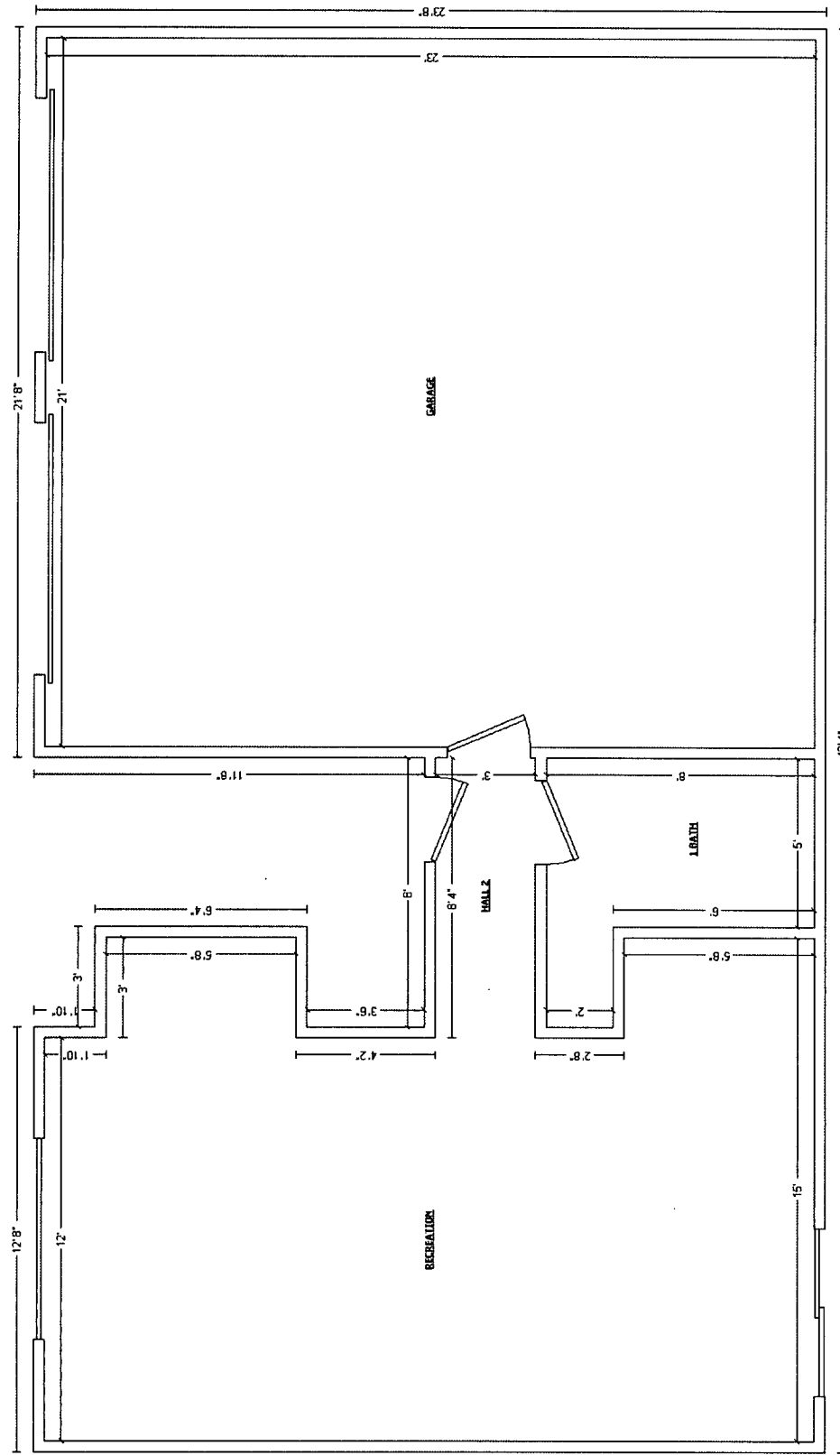
Estimate: 2009-12-02-1021J19

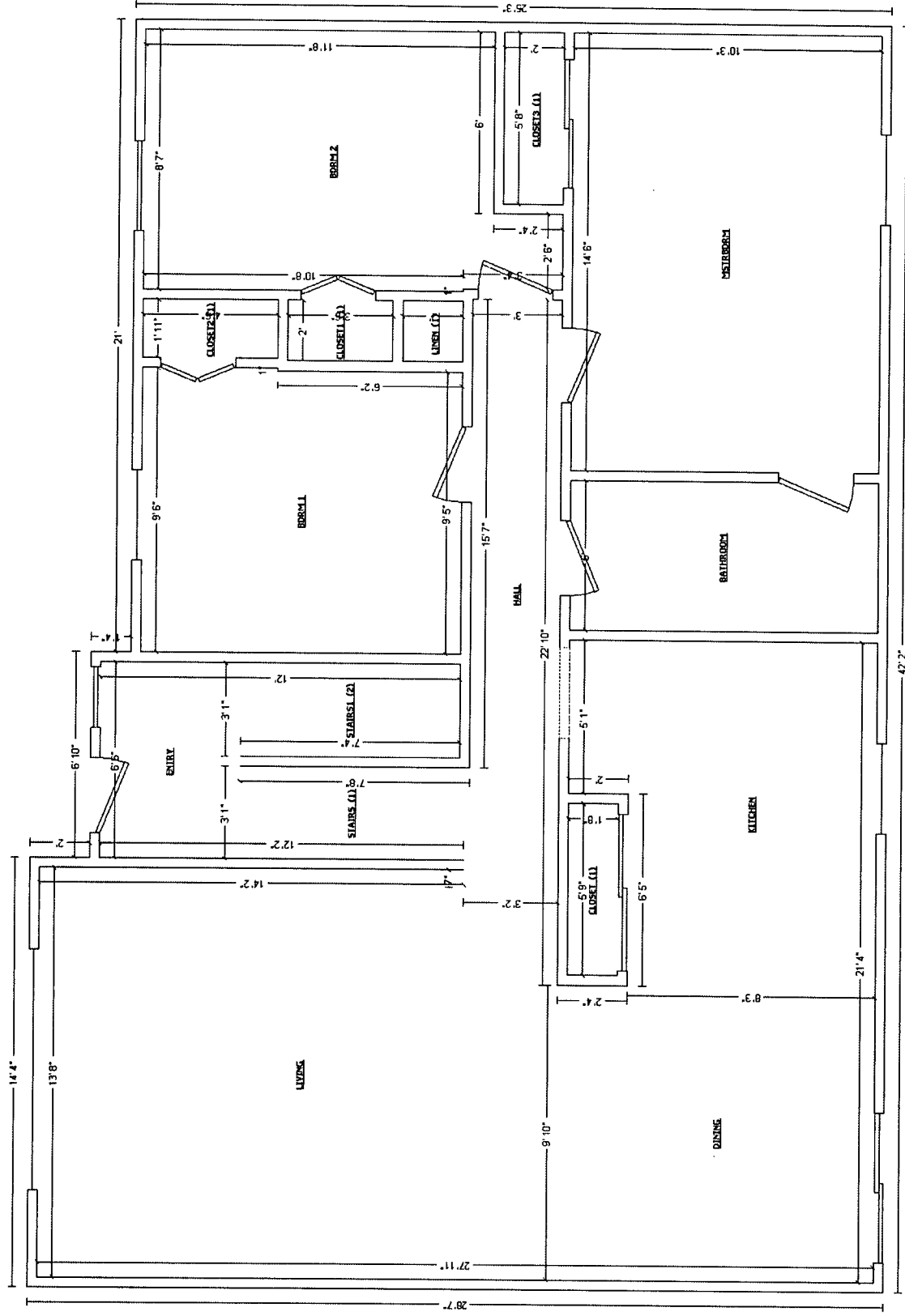
Area: Main Level	45,029.59	28.94%
LIVING	12,980.34	8.34%
DINING	3,512.09	2.26%
KITCHEN	15,820.47	10.17%
HALL	3,310.87	2.13%
ENTRY	4,946.68	3.18%
BDRM 1	4,350.13	2.80%
BATHROOM	6,917.99	4.45%
MSTRBDRM	5,494.76	3.53%
BDRM 2	4,544.87	2.92%
<hr/>		
Area Subtotal: Main Level	106,907.79	68.71%
Area: downstairs		
RECREATION	5,910.85	3.80%
1 BATH	5,268.18	3.39%
HALL 2	1,435.39	0.92%
GARAGE	3,953.92	2.54%
<hr/>		
Area Subtotal: downstairs	16,568.34	10.65%
Area: attic		
Attic	9,386.35	6.03%
Attic2	4,362.65	2.80%
<hr/>		
Area Subtotal: attic	13,749.00	8.84%
Area: Roof		
Roof1	2,605.84	1.67%
Roof2	2,133.11	1.37%
<hr/>		
Area Subtotal: Roof	4,738.95	3.05%
S.EXTERIOR	6,162.85	3.96%
E.EXTERIOR	2,713.81	1.74%
N.EXTERIOR	3,564.97	2.29%
W.EXTERIOR	1,181.94	0.76%
<hr/>		
Subtotal of Areas	155,587.65	100.00%
<hr/>		
Total	155,587.65	100.00%

Recap by Category

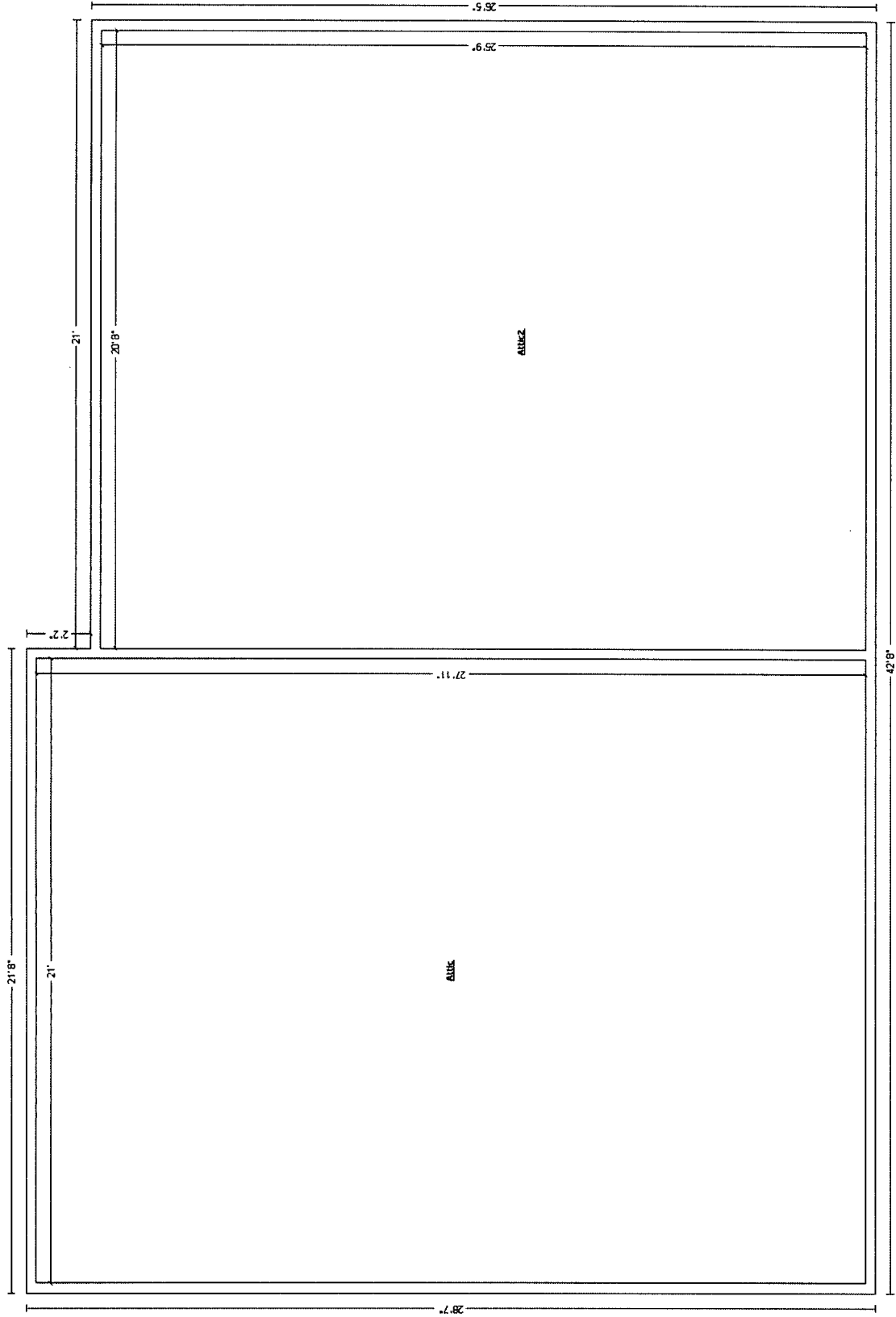
O&P Items			Total Dollars	%
ACOUSTICAL TREATMENTS			787.26	0.39%
APPLIANCES			3,614.33	1.77%
CABINETRY			7,792.77	3.81%
CLEANING			1,241.69	0.61%
GENERAL DEMOLITION			16,622.70	8.13%
DOORS			3,373.67	1.65%
DRYWALL			14,307.53	7.00%
ELECTRICAL			11,694.72	5.72%
HEAVY EQUIPMENT			1,417.44	0.69%
FLOOR COVERING - CARPET			3,768.14	1.84%
FLOOR COVERING - VINYL			1,190.18	0.58%
PERMITS AND FEES			6,286.00	3.07%
FINISH CARPENTRY / TRIMWORK			2,540.62	1.24%
FINISH HARDWARE			650.76	0.32%
FIREPLACES			6,544.46	3.20%
FRAMING & ROUGH CARPENTRY			13,117.76	6.42%
HEAT, VENT & AIR CONDITIONING			8,634.77	4.22%
INSULATION			2,888.55	1.41%
LIGHT FIXTURES			2,094.24	1.02%
LANDSCAPING			917.64	0.45%
MIRRORS & SHOWER DOORS			144.06	0.07%
ORNAMENTAL IRON			533.70	0.26%
PLUMBING			7,557.29	3.70%
PANELING & WOOD WALL FINISHES			55.63	0.03%
PAINTING			19,178.44	9.38%
ROOFING			3,909.12	1.91%
SIDING			2,389.02	1.17%
SOFFIT, FASCIA, & GUTTER			1,367.92	0.67%
TILE			2,883.16	1.41%
TEMPORARY REPAIRS			2,446.96	1.20%
WINDOWS - ALUMINUM			3,638.02	1.78%
WINDOWS - SLIDING PATIO DOORS			1,075.58	0.53%
WINDOW TREATMENT			716.82	0.35%
WALLPAPER			206.70	0.10%
Subtotal			155,587.65	76.10%
Overhead	@	10.0%	15,558.77	7.61%
Profit	@	10.0%	15,558.77	7.61%
O&P Items Subtotal			186,705.19	91.32%
Sales Tax	@	9.500%	17,736.99	8.68%
Total			204,442.18	100.00%

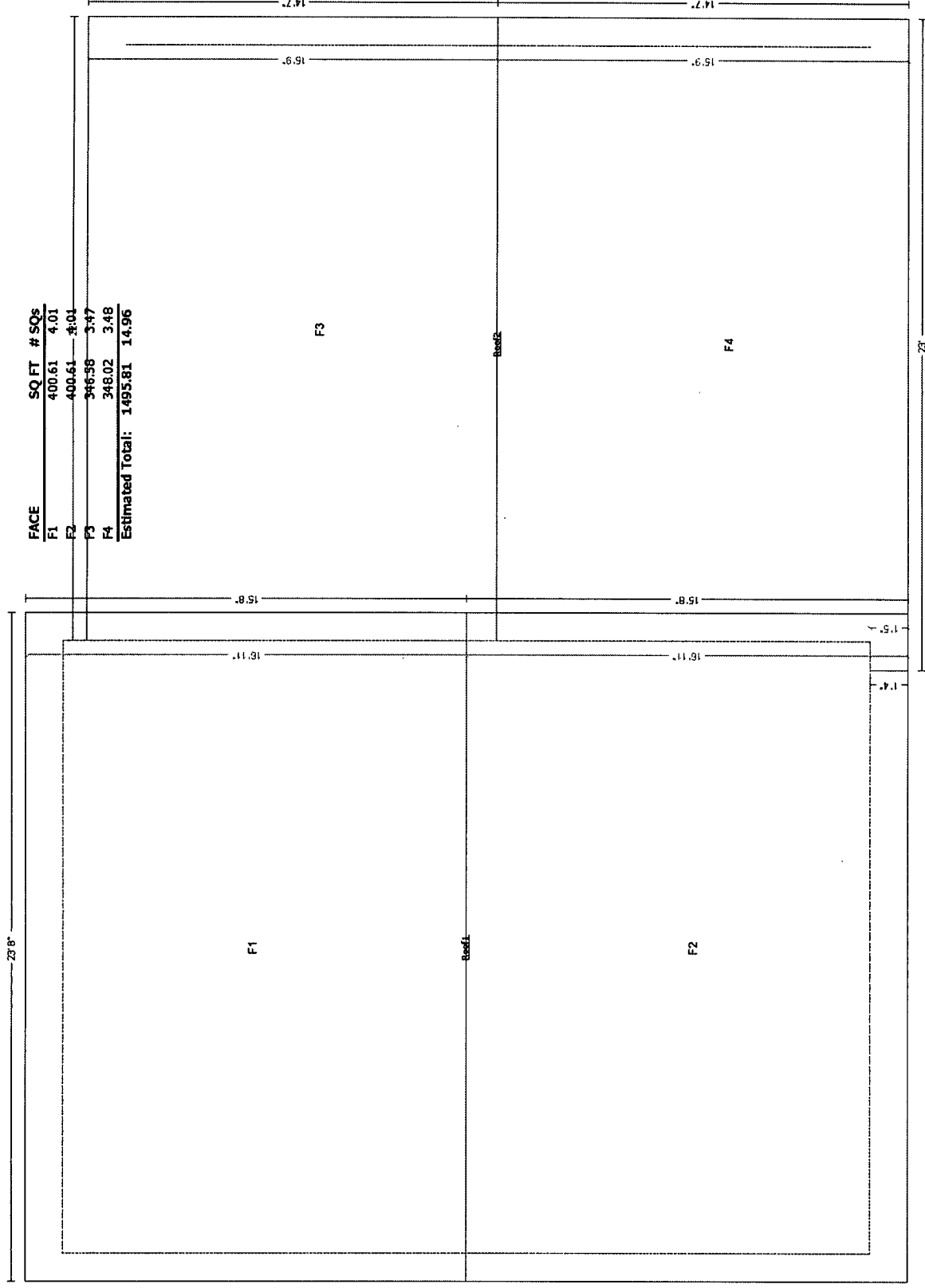
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Main Level





Roof

**SWORN STATEMENT IN PROOF OF LOSS
CONTENTS (Partial)**

\$250,000
Policy Amount at Time of Loss

Issued Date

Date Expires

F218195
Policy Number
Wayne, PA
Agency At

Agent

To the Mount Vernon Fire Insurance Company
of Wayne, PA
At time of loss, by the above indicated policy of insurance you insured Taylor, Bean and Whitaker Mortgage Co.
against loss by Fire to the property described under Schedule "A," according to the
terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A Fire loss occurred on the 25th day of January, 2009. The
cause and origin of the said loss were: _____

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as
follows, and for no other purpose whatever: Single Family Residence

3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was
Mortgage Holder & Owner. No other person or persons had
any interest therein or encumbrance thereon, except: None

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use,
occupancy, possession, location or exposure of the property described, except: None

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the
loss, \$ 250,000, as more particularly specified in Schedule "B" besides which there was no policy or other
contract of insurance, written or oral, valid or invalid.

6. The Actual Cash Value of said property at the time of the loss was \$ 82,599.36

7. The Whole Loss and Damage as set forth in Schedule "C" is \$ 111,042.80

8. Less Amount of Deductible \$ _____

9. The Amount Claimed under the above numbered policy is \$ 111,042.80

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or rendered it void; no articles are mentioned herein or in annexed schedules but such as ere destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered part of this proof.

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of benefits.

State of Washington John E. Johnson Insured
County of King _____ Insured

Subscribed and sworn to before me this 2nd day of November 20 10

Sonia S. Chakalo Notary Public My Commission Expires: 6.2.2012

