

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

BARKAY, INC.,

Plaintiff,

v.

BRENDA MARSHALL,

Defendant.

2021 CA 004487 R(RP)

Judge Yvonne Williams

ORDER GRANTING PLAINTIFF’S MOTION FOR ALTERNATE SERVICE

Before the Court is Plaintiff Barkay, Inc.’s (“Plaintiff”) Motion for Alternate Service (“Motion”), filed on August 16, 2022. For the following reasons, the Motion shall be **GRANTED** and the Scheduling Conference set for August 26, 2022 shall be **CONTINUED**.

This matter arises out of a mechanic’s lien and alleged breach of contract concerning services rendered in a home repair. The instant Complaint was filed on November 30, 2021. Pursuant to Rule 4 of the Superior Court Rules of Civil Procedure, Plaintiff had sixty days from the filing of the Complaint to effectuate service on Defendant Brenda Marshall (“Defendant”), or by January 31, 2022. Super. Ct. Civ. R. 4 (m)(1)(A). On February 28, 2022, Plaintiff filed its Motion for Extension of Time to Serve Defendant and For Reissuance of Writ of Summons (“First Motion for Extension”). The Court granted the First Motion for Extension on March 3, 2022 and allowed Plaintiff until May 2, 2022 to file proof of service. The Clerk re-issued the summons on March 31, 2022. Plaintiff then filed a Second Motion for Extension seeking an additional 90 days to serve Ms. Marshall on May 12, 2022. The next day, on May 13, 2022, Counsel for Plaintiff appeared for a Scheduling Conference Hearing during which the Court orally granted the Second Motion for Extension. The Court extended the deadline for service to August 26, 2022.

If a plaintiff files a motion for an extension of time to serve prior to the expiration of the period for service, Rule 4(m)(2) requires the Court to grant the motion on a showing of “good cause” for the extension. Super. Ct. Civ. R. 4(m)(2). To show “good cause,” the plaintiff generally must establish both reasonable diligence in attempting to serve the defendant within the 60-day period and a reasonable prospect that service can be obtained in the future. *See Baba v. Goldstein*, 996 A.2d 799, 803 (D.C. 2010); *Bulin v. Stein*, 668 A.2d 810, 814 (D.C. 1995); *Cameron v. Wash. Metro. Area Transit Auth.*, 649 A.2d 291, 294 (1994).

Rule 4(e)(3)(A) allows the Court to permit alternative methods of service if, “after diligent effort, a party has been unable to accomplish service by a method prescribed in Rule 4(c) or (e)(1)–(2).” Further, the Court must determine that the alternative method requested “is reasonably calculated to give actual notice of the action to the party to be served.” Super. Ct. Civ. R. 4(e)(3)(A). “The party seeking to use an alternative method of service must file a motion with an affidavit specifying the diligent efforts to serve.” Super. Ct. Civ. R. 4(e)(3)(C).

Based on the representations made in the Motion and on the record at the May 13, 2022 hearing, the Court finds that Plaintiff has undergone diligent efforts to locate Defendant despite being unable to accomplish service by the regular methods prescribed in Rule 4(c) or (e)(1)–(2). Plaintiff believes that Defendant may be evading service. A process server has attempted to serve Defendant at her residence on three occasions. Mot. ¶¶ 4–5. Plaintiff submits that the process server remained at the premises for a significant period of time, that a car was in Defendant’s driveway, that a neighbor confirmed the car belonged to Defendant, and that the process server saw someone peeking through their blinds of the residence but refusing to answer the door. *Id.* Plaintiff also submits that Defendant has made contacts with Plaintiff’s Counsel’s office, indicating that she is aware of the instant action. *See Order*, May 13, 2022.

Further, the Court finds that the alternative method requested is reasonably calculated to give actual notice to Defendant. Plaintiff asks the Court to permit alternative service by serving a copy of the Complaint and Summons to Defendant via first-class mail to her last known address and by posting a copy of the Complaint and Summons on the Superior Court website. This notice is reasonably calculated to give actual notice to Defendant as a person appears to be in the residence, evading service, and a neighbor confirmed the vehicle outside the residence belongs to Defendant.

Thus, for good cause shown, the Court shall grant the Motion. The deadline for service in this matter shall be extended to September 26, 2022. Further, the Court continues the Scheduling Conference Hearing set for August 26, 2022 to November 18, 2022 at 9:30 a.m.

Accordingly, it is this 24th day of August, 2022, hereby,

ORDERED that Plaintiff's Motion for Alternate Service shall be **GRANTED**; and it is further

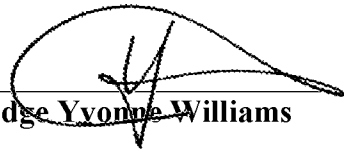
ORDERED that Plaintiff shall be allowed to serve Defendant via first-class mail to her last known address and by posting a copy of the Complaint and Summons on the Superior Court website; and it is further

ORDERED that Plaintiff shall have until September 26, 2022 to file proof of service; and it is further

ORDERED that the Scheduling Conference Hearing set for August 26, 2022 shall be **CONTINUED**; and it is further

ORDERED that the Parties shall appear for a virtual Scheduling Conference Hearing on November 18, 2022 at 9:30 a.m. in remote Courtroom 212.

IT IS SO ORDERED.



Judge Yvonne Williams

Date: August 24, 2022

Copies to:

Kathryn S. Lievano
Counsel for Plaintiff



Superior Court of the District of Columbia
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
Telephone: (202) 879-1133 Website: www.dccourts.gov

Filed
D.C. Superior Court
03/31/2022 11:32AM
Clerk of the Court

Barkay Inc. (d/b/a Paul Davis Restoration)

Plaintiff

vs.

Case Number 2021 CA 004487 R(RP)

Brenda Marshall

Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Kathryn McDonough

Name of Plaintiff's Attorney

100 Lexington Drive, Second Floor

Address

Silver Spring, MD 20901

(301) 592-1295

Telephone

如需翻译,请打电话 (202) 879-4828

Veuillez appeler au (202) 879-4828 pour une traduction

Để có một bài dịch, hãy gọi (202) 879-4828

법원을 원하시면, (202) 879-4828로 전화주세요. የአግርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

Clerk of the Court

By

Deputy Clerk

Date

3/31/2022

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation

Vea al dorso la traducción al español

SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
Civil Division

BARKAY INC.
(d/b/a Paul Davis Restoration)
8797 Snouffer School Road, Suite G
Gaithersburg, MD 20879,

Plaintiff,

BRENDA MARSHALL
4510 5th Street NW
Washington, DC 20011,

Defendant.

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) Case No. 2021 CA 004487 R(RP)
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COMPLAINT
(ENFORCEMENT OF MECHANIC'S LIEN, BREACH OF CONTRACT)

COMES NOW, Plaintiff, Barkay Inc. (doing business as Paul Davis Restoration), by and through undersigned counsel, Kathryn McDonough Lievano, and McDonough Law, LLC, and files this Complaint against Defendant, Brenda Marshall, to enforce the mechanic's lien on Defendant's property and to request relief and damages pursuant to the parties April 20, 2018 contract, and alleges as follows:

NATURE OF ACTION

1. This is an action for enforcement of a mechanic's lien and breach of contract brought by Plaintiff against Defendant for non-payment for services rendered pursuant to a contract. This action seeks recovery of fees and expenses duly owing but unpaid for home repair services rendered to Defendant due to fire damage. Defendant resides in the District of Columbia and the property relevant to these proceedings is located in the District of Columbia at 4510 5th Street NW, Washington, DC 20011.

PARTIES

2. Plaintiff, Barkay, Inc. (doing business as Paul Davis Restoration) is a Maryland corporation which does business in the District of Columbia (Dept. of Consumer and Regulatory Affairs License No. 420218000037).

3. Defendant, Brenda Marshall, is an adult resident of the District of Columbia.

JURISDICTION AND VENUE

4. Jurisdiction is proper in this Court under D.C. Code § 11-921.

FACTS

5. On April 20, 2018, Defendant entered into a contract with Plaintiff for the restoration of her home located at 4510 5th Street NW, Washington, DC 20011. Attached hereto collectively as **Exhibit A** is a true and authentic copy of the contract, as well as the project summaries and modifications to the work orders.

6. The total amount of the materials and labor pursuant to the contract was \$256,910.70, plus additional sums authorized by Defendant which amounted to \$83,637.90, for a total amount due of \$340,548.60. So far, Defendant and/or Defendant's insurance has paid only \$208,011.68 toward the balance due.

7. Plaintiff commenced work on June 14, 2018 for structural repairs to the real property. Plaintiff conducted extensive repairs to Defendant's home, including installing flooring, roofing, walls, and ceilings. Plaintiff furnished numerous materials, including concrete.

8. Plaintiff has completed work on Defendant's home. Defendant failed to make the contractually-agreed upon final payment to Plaintiff and the principal amount of \$132,536.92 due and owing.

9. Plaintiff has sent Defendant numerous invoices and Defendant has never objected to the invoices, nor have the invoices been returned to Plaintiff. The most recent invoice, dated May 12, 2021, is attached hereto as **Exhibit B**.

10. Defendant has failed to pay the amounts owing under the terms of the contract.

11. Pursuant to the contract, Defendant has agreed to pay interest on any amount owed at the rate of 1.5% per month until fully paid.

COUNT I ENFORCEMENT OF MECHANIC'S LIEN

12. Plaintiff realleges and incorporates paragraphs 1 through 11 above as though fully set forth in this claim.

13. On July 21, 2021, Plaintiff recorded a Notice of Mechanic's Lien with the Recorder of Deeds, describing the work completed and the materials furnished.

14. Plaintiff served Defendant with a copy of the Notice on July 21, 2021 via certified mail.

15. Defendant has failed to make any payments on the \$132,536.92 which is owed.

COUNT II BREACH OF CONTRACT

16. Plaintiff realleges and incorporates paragraphs 1 through 15 above as though fully set forth in this claim.

17. At all times mentioned herein, Plaintiff performed and completed all conditions, covenants, and promises to be performed under the agreement, as well as extra work requested.

18. Defendant breached the agreement when Defendant failed to make the contractually-agreed upon final payment to Plaintiff.

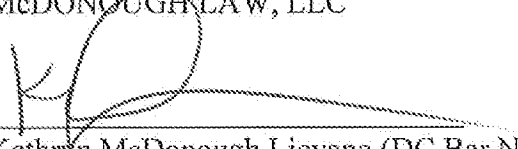
19. As of the date of this filing, Defendant has paid Plaintiff only \$208,011.68 of the \$340,548.60 that was agreed to pay.

20. As a direct and proximate result of Defendant's breaches, Plaintiff has suffered damages, including lost profits, and has and will incur attorney's fees and costs in connection with the commencement and prosecution of this action. Pursuant to the agreement, Plaintiff is entitled to recover attorney's fees and costs incurred in connection with this action.

WHEREFORE, Plaintiff respectfully requests of this Honorable Court:

- A. That Plaintiff be awarded a monetary judgment against Defendant for damages incurred as a result of Defendant's breach of contract;
- B. That \$132,536.92 of the damages, along with attorney's fees, costs, and interest awarded by the Court, be adjudged to be a lien against Defendant's property, senior and superior to any claim of right, title, or interest of the Defendant to the property;
- C. That the property be ordered sold to satisfy the Plaintiff's mechanic's lien, and that all proceeds of sale be applied to Plaintiff's claim and to the costs of these proceedings;
- D. That Plaintiff be awarded reasonable attorney's fees and costs; and
- E. For such other and further relief as is just and proper.

Respectfully submitted,
McDONOUGH LAW, LLC



Kathryn McDonough Lievano (DC Bar No. 1684803)
100 Lexington Drive, Second Floor
Silver Spring, Maryland 20901
301-592-1295
Fax: 240-331-1441
kate@mcdonough-law.com
Attorney for the Plaintiff

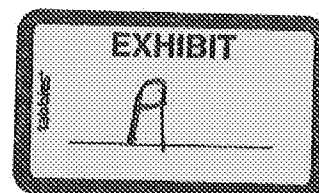
8797 Snouffer School Rd, Suite G
Gaithersburg, MD 20879
Phone: 301-948-8008 Fax: 301-948-0265
Email: slvr@pdr-usa.net
Tax ID-52-1582688 MHIC129476 DC529601-948-8008

Summary for Dwelling

Line Item Total		201,762.57
Material Sales Tax		3,662.58
Cleaning Mat Tax		49.94
Subtotal		205,475.09
Overhead		30,821.49
Profit		20,548.13
Cleaning Total Tax		541.95
Replacement Cost Value		\$257,386.66
Less Depreciation		(84,391.51)
Actual Cash Value		\$172,995.15
Policy Deductible	\$1,000.00	
Deductible Credit	\$524.04	
Less Deductible		(475.96)
Net Claim		\$172,519.19
Total Recoverable Depreciation		84,391.51
Net Claim If Depreciation Is Recovered		\$256,910.70

Brian McKoy

X Brenda Marshall
X/Brenda Marshall 6/11/2018



8797 Snouffer School Rd; Suite G
Gaithersburg, MD 20879
Phone: 301-948-8008 Fax: 301-948-0265
Email: slvr@pdr-usa.net
Tax ID-52-1582688 MEIC129476 DC529601-948-8008

Summary for Dwelling - Code Upgrade

Line Item Total	0.00
Replacement Cost Value	\$0.00
Net Claim	\$0.00

Dwelling - Code Upgrade Paid When Incurred

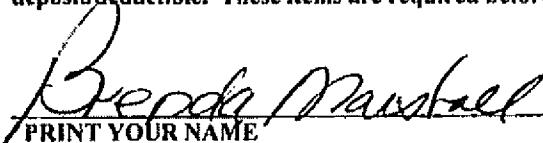
Line Item Total	1,444.61
Material Sales Tax	46.55
Subtotal	1,491.16
Overhead	223.69
Profit	149.10
Replacement Cost Value	\$1,863.95
Total Paid When Incurred	\$1,863.95

Dwelling - Additional Coverage Limit Recap

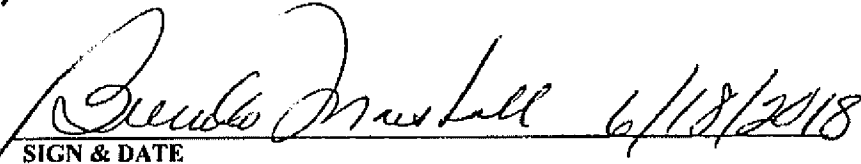
Description	Single Item Limit	Aggregate Limit	RCV	Overage
Dwelling - Code Upgrade	\$24,893.00	\$24,893.00	\$1,863.95	\$0.00
			\$1,863.95	\$0.00

Brian McKoy

If this estimate meets with your approval, please endorse below and return to Paul Davis Restoration along with your deposit/deductible. These items are required before scheduling can begin.



PRINT YOUR NAME



SIGN & DATE

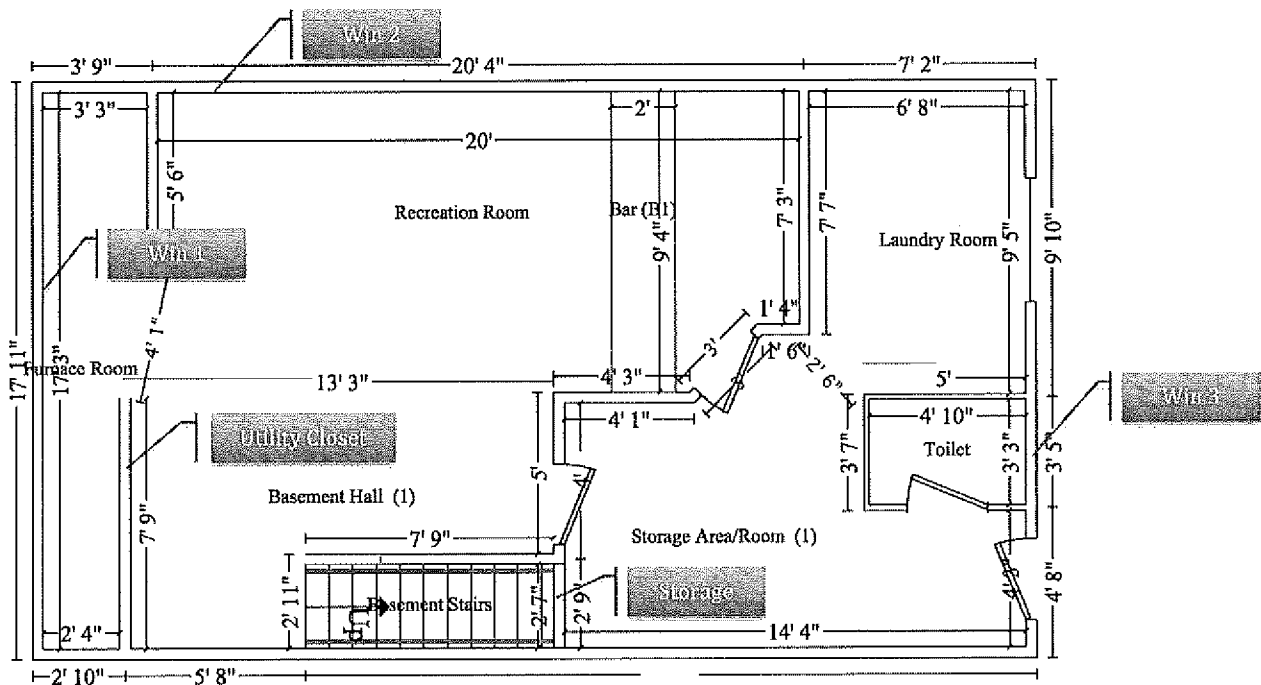
CHANGE ORDER REVIEW

11-14-2019

It appears all previous issues discussed were addressed under the change review. Just wanted to confirm a few items and add some to ensure we're all on the same page. Hopefully the credited funds identified in the change order can be used towards these additions and other upgrades to items such as appliances, fixtures, countertops, etc.

I. BASEMENT

- a. Page 3, line items #23 - 27. Which closet is this referring to? Is this the utility closet requested? I believe from previous email traffic there will be a closed created approximately 3 foot 6 inch correct.

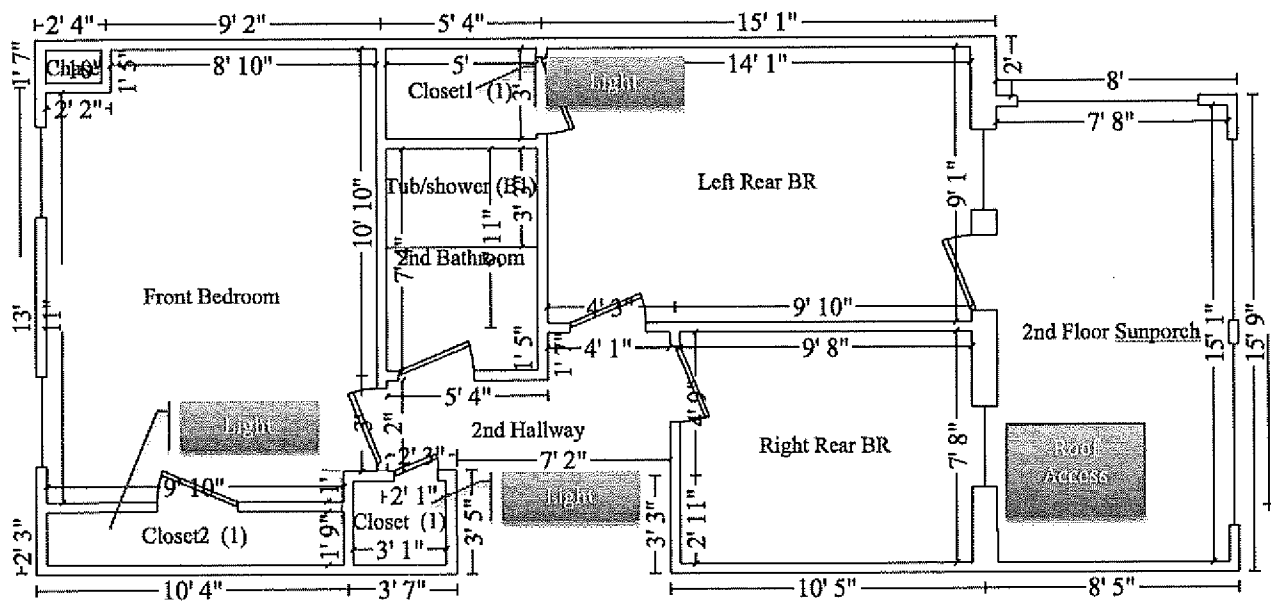


- b. Front and side basement windows (Win 1 & 2): Explore "awning" style windows vs current ones installed that open "side to side".
- c. Are there plans to replace bathroom window (Win 3) or remove/wall up. Least expensive option.
- d. Please install a door underneath stairs from within Storage room to create additional storage space.

Cont'd on following page

II. 2nd Floor

- There used to be an access hatch leading to the roof from this space. Requesting roof access be created from this room again. There is currently no access to the roof.
- Confirming sill height of the new double hung windows and picture window to be the same as the side window in place (approx. 36").
- Are the wall outlets for the bedrooms being installed in the new baseboards? The wiring currently in place appears to be a few inches away from the existing walls.
- Please install lighting in all closets.

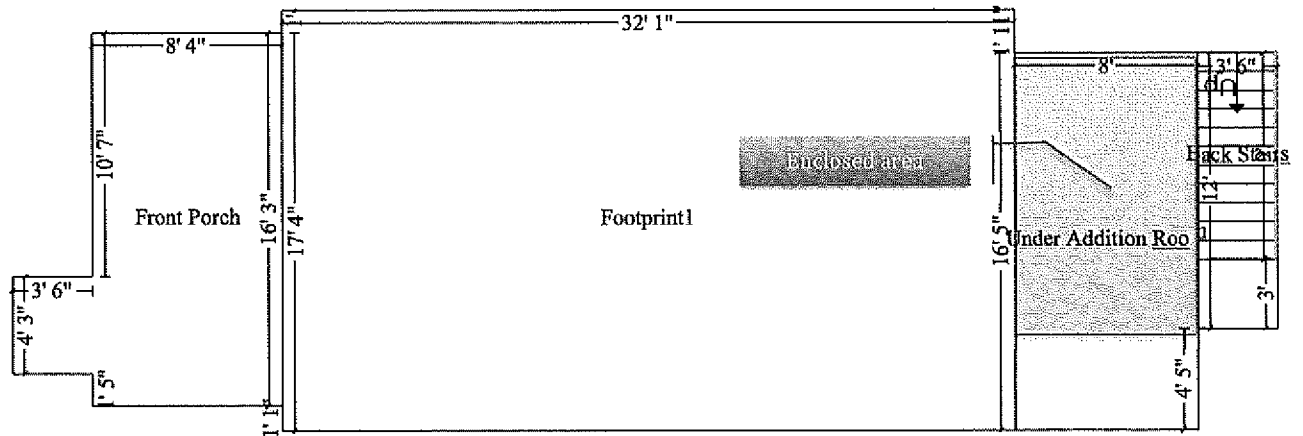


III. Cable TV Wiring

- With the walls currently exposed, would like this opportunity to run cabling for TV & Internet (coax/cat5) within the walls instead of through the exterior wall of house. Termination of cables can be made within the utility closet.

IV. Under Rear Porch Area

- Any plans to repair masonry on the outside? Area outside of the laundry room window, sidewall of house surrounding basement side window? Will damaged brick be repaired and exterior of house painted?
- Can the bars across the windows be removed?
- A wooden wall previously enclosed this area. Can this area be enclosed again?



d.

V. Porthole Windows

- a. I would like to keep the porthole windows that were previously installed. Do you know there current location.

VI. Exterior repairs

- a. Does the original estimate or change order identify plans to replace the chain link fence in the yard?

PAUL DAVIS

RECOVER • RECONSTRUCT • RESTORE

8797 Snouffer School Rd
Gaithersburg, MD 20879
Office (301)948-8008 Fax (301)948-0265
License #MHIC 129476, DC 5296

PAYMENT DRAW SCHEDULE

Exhibit "A" To Work Authorization for Job # 18-0269 STR

Address:
BRENDA MARSHALL
4510 5TH ST NW
WASHINGTON DC 20011

Total Contract Amount:

\$256,910.70

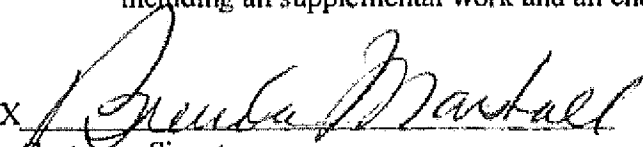
Total contract amount is subject to and modified by any and all subsequent insurance authorized supplements and / or customer's authorized change orders. All such additional sums are due at the specified schedule on the signed instrument but no later than the substantial completion payment schedule.

Draw #

1	Deductible	\$475.96
2	Down Payment	\$77,073.21
3	50% Completion (drywall/paint)	\$77,073.21
4	Substantial Completion	\$64,227.68
5	Final Payment	<u>\$38,060.65</u>
	TOTAL PAYMENTS:	\$256,910.70

SUBSTANTIAL COMPLETION shall be the earlier of when the work receives final, satisfactory governmental inspection or when the work is sufficiently completed so that the Owner may occupy or utilize the space for the intended purpose.

FINAL PAYMENT: Final payment, constituting the entire unpaid balance of the Contract Sum including all supplemental work and all change orders approved by the owner.

x 
Customer Signature

x 6-14-2018
Date

PAUL DAVIS

RECOVER • RECONSTRUCT • RESTORE

WORK AUTHORIZATION/REPAIR CONTRACT

The undersigned owners ("Owners"), authorize Paul Davis Restoration of Suburban Maryland and any or all of its subsidiaries (individually and/or collectively referred to as "PDR"), to make repairs to our property at the address below and agree as follows:

1. The total scope of work and related costs will be in accordance with the original estimate number 18426958R and any supplemental estimates prepared by PDR and approved by the insured and Owners plus any change orders approved by Owners and PDR. The original estimate and all supplemental estimates (if any) contain a description of the work to be performed and the materials to be used and are attached to this contract.
2. This contract and the Terms and Conditions, which are on the second page of this contract, along with all approved estimates, supplemental estimates and change orders shall constitute the entire contractual obligations of the Owners and PDR. All changes or modifications to this contract must be in writing and signed by Owners and PDR in order to be effective. (See paragraph 1 of Terms and Conditions).
3. All workmanship shall conform to the guidelines found in the publication called "Residential Construction Performance Guidelines for Professional Builders and Remodelers" by National Association of Home Builders, 1996. If an item is not covered in that publication, standard industry practice shall govern.
4. The estimated start date of the work is no later than 2-4 weeks from receipt by PDR of signed contract, signed material selection forms and required down payment. Estimated substantial completion date is no later than 20-24 weeks from date work started. For the purpose of this contract, substantial completion means the earlier of when the work received final satisfactory governmental inspection or when the work is sufficiently completed so that the Owner may occupy or utilize the space for its intended purpose. These estimates only apply to the scope of work agreed and approved prior to date of signed contract. Any supplemental work that is mutually agreed upon by the parties will extend the completion date in accordance with the additional time required to integrate such supplemental work into the original scope.
5. Owners will pay all costs of betterments or upgrades that are not approved by Owners' insurance company but which are necessary to conform to local building codes.
6. Any allowance requested by Owners from PDR for work performed or material purchase directly by Owners, or for any deletion of work from this contract must be agreed upon by both parties in writing in the form of a change order. Such allowance will not exceed the total projected cost to PDR for said items.
7. Owners understand that PDR has no connection with their homeowner's insurance company or its adjuster and those owners alone have the authority to authorize PDR to perform the work requested under this contract.
8. Owners agree that all deductible amounts not satisfied at the time of this contract must be paid to PDR as part of any down payment or draw, prior to the start of any work under this contract.
9. Owners' mortgage payments are made to _____ and the loan number is _____ and Owners hereby request said mortgage company to protect the interest of PDR in handling the loss draft or checks.
10. Owners' homeowners or liability insurance company is TRAVELERS and Owners hereby authorize said insurance company to pay all proceeds due PDR under their policy directly to PDR and, if required, any mortgage company named. Owner agrees that a demand for the release of all insurance "hold back" and/or supplemental funds will be submitted, and must be satisfactorily paid to PDR upon substantial completion. If Owners' names are included on the payment, Owners' agree to promptly endorse said payment to the mortgage company or into an escrow account in a bank acceptable to PDR for disbursement by a series of draws as follows:
 - Balance of deductible upon signature of this contract: ~~zero~~
 - Interim draws as per attached schedule:
 - 90% of the total contract amount upon substantial completion (including any amounts in "hold back," and all portions of supplemental work or agreed change orders)
 - Remaining balance upon completion of scope of work under this contract
11. Owners agree that any payment not made within ten (10) days when due in accordance with the above schedule shall be considered delinquent, and hereby agree to pay interest thereon at the rate of 1.5% per month or the highest legal rate of interest, whichever is less, until fully paid.
12. The parties hereby agree that any delays in the work schedule due to events beyond the control of PDR including, but not limited to, acts of war, terrorist, vandalism, bad weather, strikes, or acts of God, will not constitute abandonments and are not included in calculating time frames for payments of performance.

IN WITNESS WHEREOF, the parties have executed this Work Authorization as of

Owners authorized representative (Print Name): BRENDA MARSHALL

Loss address: 4510 5TH ST NW WASHINGTON DC 20011

Phone: 18-065958R

PDR Representative: BRIAN MCKOY

Signature:

Signature:

Brenda Marshall
Brian McKay 4/20/18



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WORK AUTHORIZATION/REPAIR CONTRACT

The undersigned owners ("Owners"), authorize Paul Davis Restoration of Suburban Maryland and any or all of its subsidiaries (individually and/or collectively referred to as "PDR"), to make repairs to our property at the address below and agree as follows:

1. The total scope of work and related costs will be in accordance with the original estimate number 18-0269 STR and any supplemental estimates prepared by PDR and approved by the insured and Owners plus any change orders approved by Owners and PDR. The original estimate and all supplemental estimates (if any) contain a description of the work to be performed and the materials to be used and are attached to this contract.
2. This contract and the Terms and Conditions, which are on the second page of this contract, along with all approved estimates, supplemental estimates and change orders shall constitute the entire contractual obligations of the Owners and PDR. All changes or modifications to this contract must be in writing and signed by Owners and PDR in order to be effective. (See paragraph 1 of Terms and Conditions).
3. All workmanship shall conform to the guidelines found in the publication called "Residential Construction Performance Guidelines for Professional Builders and Remodelers" by National Association of Home Builders, 1996. If an item is not covered in that publication, standard industry practice shall govern.
4. The estimated start date of the work is no later than 2-4 weeks from receipt by PDR of signed contract, signed material selection forms and required down payment. Estimated substantial completion date is no later than 20-24 weeks from date work started. For the purpose of this contract, substantial completion means the earlier of when the work received final satisfactory governmental inspection or when the work is sufficiently completed so that the Owner may occupy or utilize the space for its intended purpose. These estimates only apply to the scope of work agreed and approved prior to date of signed contract. Any supplemental work that is mutually agreed upon by the parties will extend the completion date in accordance with the additional time required to integrate such supplemental work into the original scope.
5. Owners will pay all costs of betterments or upgrades that are not approved by Owners' insurance company but which are necessary to confirm to local building codes.
6. Any allowance requested by Owners from PDR for work performed or material purchase directly by Owners, or for any deletion of work from this contract must be agreed upon by both parties in writing in the form of a change order. Such allowance will not exceed the total projected cost to PDR for said items.
7. Owners understand that PDR has no connection with their homeowner's insurance company or its adjustor and those owners alone have the authority to authorize PDR to perform the work requested under this contract.
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9. Owners' mortgage payments are made to _____ and the loan number is _____ and Owners hereby request said mortgage company to protect the interest of PDR in handling the loss draft or checks.
10. Owners' homeowners or liability insurance company is TRAVELERS and Owners hereby authorize said insurance company to pay all proceeds due PDR under their policy directly to PDR and, if required, any mortgage company named. Owner agrees that a demand for the release of all insurance "hold back" and/or supplemental funds will be submitted, and must be satisfactorily paid to PDR upon substantial completion. If Owners' names are included on the payment, Owners' agree to promptly endorse said payment to the mortgage company or into an escrow account in a bank acceptable to PDR for disbursement by a series of draws as follows:
 - Balance of deductible upon signature of this contract: \$475.96
 - Interim draws as per attached schedule:
 - 90% of the total contract amount upon substantial completion (including any amounts in "hold back," and all portions of supplemental work or agreed change orders)
 - Remaining balance upon completion of scope of work under this contract
11. Owners agree that any payment not made within ten (10) days when due in accordance with the above schedule shall be considered delinquent, and hereby agree to pay interest thereon at the rate of 1.5% per month or the highest legal rate of interest, whichever is less, until fully paid.
12. The parties hereby agree that any delays in the work schedule due to events beyond the control of PDR including, but not limited to, acts of war, terrorist, vandalism, bad weather, strikes, or acts of God, will not constitute abandonments and are not included in calculating time frames for payments of performance.

IN WITNESS WHEREOF, the parties have executed this Work Authorization as of

Owners authorized representative (Print Name): BRENDA MARSHALL

Loss address: 4510 3TH ST NW WASHINGTON DC 20011

Phone: 18-0269 STR

PDR Representative: BRIAN MCKOY

Signature:

Signature:

PAUL DAVIS

RECOVER • RECONSTRUCT • RESTORE

TERMS AND CONDITIONS

These Terms and Conditions are hereby attached to the Work Authorization/Repair Contract for estimate number 18-0271578 and constitute a part of it.

1. If Owners request changes in the scope of the work after this work authorization has been signed, then:
 - i. A written change order must be executed between Owners and PDR.
 - ii. Such change order will include the substituted scope of work, will delineate any credits to Owners (if any), and any additional cost to Owners (if any) and the extended period of time required for the completion of this contract.
 - iii. For each change order, Owner will pay 50% of the change order price upon signing of such change order, and the balance will be added to the total remaining on the contract and will be added to the draw schedule accordingly.
 - iv. Owners agree that for any interruption of schedule caused by Owners including, but not limited to, any delays or changes to material selections change order, accessibility to work site, failure to perform on draw schedule, etc., which requires the suspension of work from a given schedule, Owners will reimburse PDR for its cost of personal incurred on the day which work has been interrupted. Such reimbursement will not exceed \$250.00 for each such interruption.
 - v. Should an agreed upon change order cause a delay of more than 5 days in the work schedule, Owners agree to pay PDR a draw equal to the price of the scope of work completed up to the day of suspension of work.
2. The repairs or replacement authorization herein relate to damages specified in the first paragraph of the Work Authorization and do not over pre-existing deficiencies unless specifically stated.
3. All materials used will be standard stock materials unless otherwise specified and will match existing materials within reasonable tolerance as to color, texture, design, etc.
4. All painting is estimated to match existing paint color. Any changes in color, type of material, or method of application will require the execution of a change order at extra cost to the Owners.
5. The contract price is based on completion during normal working hours and Owners agree to provide access to the job site as requires for the completion of work. Owners' telephone, electricity, water and toilet are to be made available to PDR's personnel during the course of the work.
6. PDR will comply with all local requirements for building permits, inspections and zoning.
7. PDR is not responsible for the theft, disappearance of or damage to jewelry, art objects, silver, gold, antiques, or personal items and Owners agree to remove, store or protect such items.
8. PDR guaranteed all workmanship covered by the Work Authorization for a period of 3 years from date of use by Owners. All materials used are covered only by the normal guarantees, if any, provided by the manufacturers or suppliers of the materials. **Owners agree that PDR will not be responsible for, and will not bear the cost to replace, any materials that are found to be defective under the manufacturer's or supplier's warranty.** Any workmanship warranty claim under the Work Authorization must be submitted to PDR in writing. Owners agree that PDR, at PDR's option, shall perform warranty work or pay Owner for the cost of such work provided such payment will not exceed the total cost that would have been incurred by PDR, should PDR have carried out said all work. **ALL WARRANTIES ARE VOIDED IF PDR HAS NOT BEEN PAID IN FULL.**
9. ~~A lien may be placed on the repaired property for non-payment.~~
10. In the event it becomes necessary for PDR to turn this matter over to its attorney for collection, Owners agree to pay reasonable attorney fees, all court costs, and any and all other expenses incurred by PDR for breach of contract by Owners.
11. The obligation of Owners, if more than one person or entity, to PDR under the Work Authorization, shall be joint and several, and Owners hereby represent that the designed signer of the Work Authorization on behalf of the Owners, has been authorized to do so by all individual persons or entities that constitute the Owners.
12. PDR has no responsibility, expressed or implied, for any additional work or services performed under any other agreement between Owners and the workmen or subcontractors of PDR.
13. If the work is performed in Maryland, Owners are hereby notified that all home improvement contractors and sub-contractors must be licensed by the Maryland Home Improvement Commission. Owner is entitled to ask the Commission about a contractor or sub-contractor. Inquiries about a contractor should be made to Home Improvement Commission, N. Calvert St., Baltimore, MD 21202. Phone: (410) 333-6309.
14. If the work is performed in Maryland, the name and license number of each salesperson who solicited and/or sold the work covered by this Work Authorization is as follows: 105891
15. Owners may cancel this contract at any time prior to midnight of the third business day after the date this contract is signed by providing written notice to PDR. No work will commence prior to such time unless Owners waive their cancellation right in writing thereby allowing PDR to commence work earlier. See attached notice of cancellation form for an explanation of this right.

Signature: 

Date Signed: 

8797 Snouffer School Rd; Suite G
Gaithersburg, MD 20879
Phone: 301-948-8008 Fax: 301-948-0265
Email: slvr@pdr-usa.net
Tax ID-52-1582688 MHIC129476 DC529601-948-8008

Insured: BRENDA MARSHALL
Property: 4510 5TH ST NW
WASHINGTON, DC 20011
Home: 4510 5TH ST NW
WASHINGTON, DC 20011

Home: (202) 248-0577
Cell: (202) 531-2034
Cellular: (202) 531-2034

Claim Rep.: Chris Roland
Position: Property Claim Rep
Business: PO Box 10891
Chantilly, VA 20153

Business: (804) 432-7324
Fax: (800) 470-9405
E-mail: croland@travelers.com

Estimator: Brian McKoy
Company: Paul Davis Restoration of Suburban MD and
Washington DC

Cellular: (301) 828-5579

Contractor:
Company: Paul Davis Restoration of Suburban MD and
Washington DC
Business: 8797 Snouffer School Rd; Suite G
Gaithersburg, MD 20879

Business: (301) 948-8008
E-mail: slvr@pdr-usa.net

Claim Number: H6B2644001H

Policy Number: 0B2550985595358633 1

Type of Loss: Fire or removal

Date Contacted: 1/2/2018 8:30 AM
Date of Loss: 1/1/2018
Date Inspected: 1/2/2018 11:00 AM
Date Est. Completed: 2/14/2018 1:31 PM

Date Received: 1/1/2018
Date Entered: 1/10/2018 2:57 PM

Price List: DCWA8X_JAN18
Restoration/Service/Remodel
Estimate: MARSHALL_18-0269_X02

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This estimate is provided by Paul Davis Restoration for repairs as indicated in the home located at the above referenced address.

The estimate is based on all work listed being performed by PDR or subs of PDR. Any labor hours specified are based on the average technician ability in terms of labor efficiency. If actual time of work is less or more, there is no adjustment to estimate unless scope of work expands or reduces. In addition, the work may be performed by one in the same individual (multi-talented trade person) or multiple individuals each specializing in their field of trade. PDR to provide supervision to explain the method of completing work and site inspections while work is underway. If additional damage is discovered, PDR will submit a supplement for the repairs.

Please contact me if you have any questions.

Brian McKoy, Estimator
301-828-5579 (cell)
Brian.Mckoy@PaulDavis.com

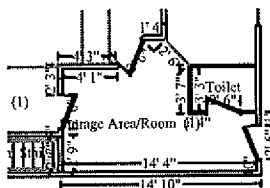
8797 Snouffer School Rd; Suite G
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 Email: slvr@pdr-usa.net
 Tax ID-52-1582688 MHIC129476 DC529601-948-8008

MARSHALL_18-0269_X02
Basement
Basement

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Stairs (Bid Item)	1.00 EA	0.00	4,365.66	0.00	1,091.42	5,457.08
2. R&R Stair tread - hardwood - up to 4'	11.00 EA	-6.79	-69.91	-31.68	-218.84	-1,094.22
3. R&R Stair riser - stain grade softwood - up to 4'	12.00 EA	-2.46	-22.90	-7.26	-77.90	-389.48
4. R&R Black pipe with fitting and hanger, 1/2"	32.00 LF	1.94	13.53	2.58	124.41	622.03
Remove and replace gas line for flat basement ceiling as request by owner.						
Total: Basement				-36.36	919.09	4,595.41


Laundry Room
Height: 6' 7"

188.60 SF Walls	61.24 SF Ceiling
249.84 SF Walls & Ceiling	61.24 SF Floor
6.80 SY Flooring	28.65 LF Floor Perimeter
28.65 LF Ceil. Perimeter	

Window
3' 10" X 2' 2"
Opens into Exterior

Subroom: Storage Area/Room (1)
Height: 6' 7"

287.51 SF Walls	99.28 SF Ceiling
386.79 SF Walls & Ceiling	99.28 SF Floor
11.03 SY Flooring	43.29 LF Floor Perimeter
43.29 LF Ceil. Perimeter	

Door	2' 6" X 6'	Opens into Exterior
Door	2' 6" X 6'	Opens into TOILET
Missing Wall	2' 6 1/16" X 6' 7"	Opens into LAUNDRY_ROOM
Door	2' 6" X 6'	Opens into RECREATION_R
Door	2' 6" X 6'	Opens into BASEMENT_HAL

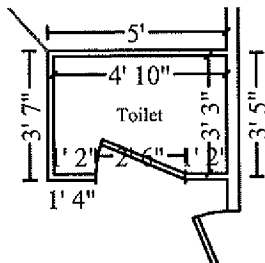
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
5. Water heater - Detach & reset	1.00 EA	0.00	578.00	0.00	144.50	722.50

Labor and materials to move water heater after owner decided to mover washer and dryer.

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CONTINUED - Laundry Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Laundry Room				0.00	144.50	722.50


Toilet
Height: 6' 7"

106.66 SF Walls	15.79 SF Ceiling
122.45 SF Walls & Ceiling	15.79 SF Floor
1.75 SY Flooring	16.20 LF Floor Perimeter
16.20 LF Ceil. Perimeter	

Door
2' 6" X 6'
Opens into STORAGE_AREA

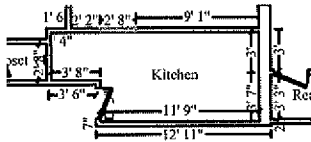
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
6. Plumbing labor and materials	2.00 EA	0.00	850.00	0.00	425.00	2,125.00
Labor and materials to break up concrete twice - first time to move toilet to allow for new wall and second time to run drain line for new wall sink.						
7. Rough in plumbing - per fixture	2.00 EA	0.00	632.08	8.77	318.24	1,591.17
Totals: Toilet				8.77	743.24	3,716.17

Total: Basement				-27.59	1,806.83	9,034.08
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Main Level
Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
8. Underlayment - 1/2" OSB	1.00 EA	0.00	2,500.00	0.00	625.00	3,125.00
This is to supply and install 1/2" OSB underlayment prior to installing wood flooring.						
9. Floor Covering - Wood	1.00 EA	0.00	1,465.00	0.00	366.25	1,831.25
The following is to remove the wood flooring installed and dispose of it (approx 300 SF). Then purchase and reinstall flooring after OSB underlayment is installed.						
Total: Main Level				0.00	991.25	4,956.25

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Kitchen
Height: 8' 11"


373.92 SF Walls	89.85 SF Ceiling
463.78 SF Walls & Ceiling	89.85 SF Floor
9.98 SY Flooring	41.26 LF Floor Perimeter
43.93 LF Ceil. Perimeter	

Door 2' 3" X 6' 8" Opens into Exterior
Missing Wall - Goes to Floor 2' 8" X 6' 8" Opens into DINING_ROOM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
10. Rough in plumbing - per fixture	3.00 EA	0.00	632.08	13.16	477.35	2,386.75
Labor and materials to move water/gas lines and drains for dish washer/sink/range/fridge						
Totals: Kitchen				13.16	477.35	2,386.75
Total: Main Level				13.16	1,468.60	7,343.00

General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
11. Residential Supervision / Project Management - per hour	8.00 HR	0.00	63.50	0.00	127.00	635.00
12. Electrical (Bid Item)	1.00 EA	0.00	1,060.00	0.00	265.00	1,325.00
Castro Electric bid to install low voltage panel and run CAT5 cable to 7 locations.						
13. Masonry - repair top of chimney	1.00 EA	0.00	1,200.00	0.00	300.00	1,500.00
Includes replacing missing or broken bricks and pointing up other areas and fixing cap.						
Totals: General Conditions				0.00	692.00	3,460.00
Line Item Totals: MARSHALL_18-0269_X02				-14.43	3,967.43	19,837.08

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Grand Total Areas:

6,589.76 SF Walls	2,634.64 SF Ceiling	9,224.40 SF Walls and Ceiling
2,679.48 SF Floor	297.72 SY Flooring	937.61 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	998.62 LF Ceil. Perimeter
2,679.48 Floor Area	2,829.59 Total Area	6,061.92 Interior Wall Area
3,346.46 Exterior Wall Area	467.50 Exterior Perimeter of Walls	
664.00 Surface Area	6.64 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

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Summary for Dwelling

Line Item Total	15,884.08
Material Sales Tax	-14.43
	<hr/>
Subtotal	15,869.65
Overhead	2,380.45
Profit	1,586.98
	<hr/>
Replacement Cost Value	\$19,837.08
Net Claim	\$19,837.08
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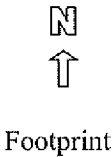
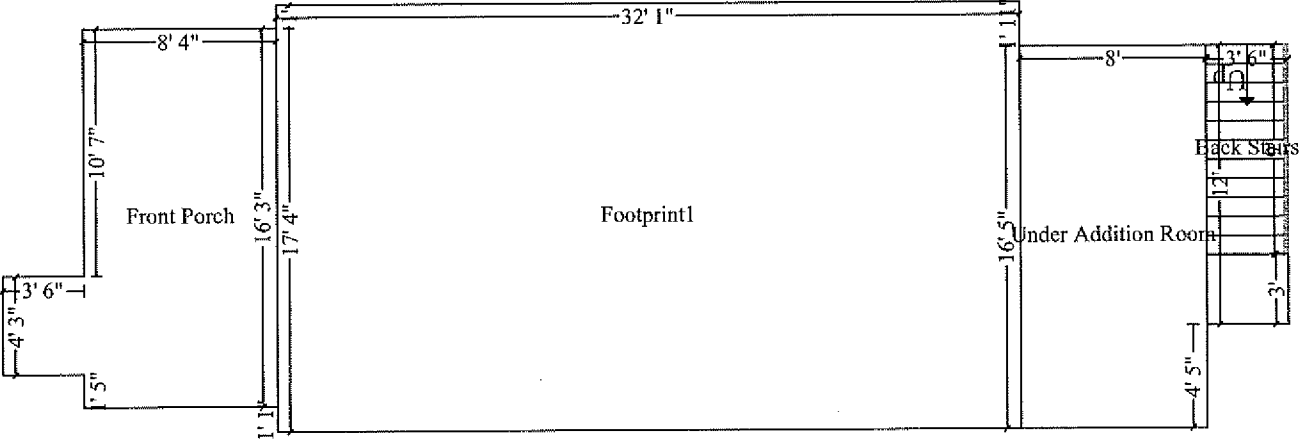
Brian McKoy

If this estimate meets with your approval, please endorse below and return to Paul Davis Restoration along with your deposit/deductible. These items are required before scheduling can begin.

PRINT YOUR NAME

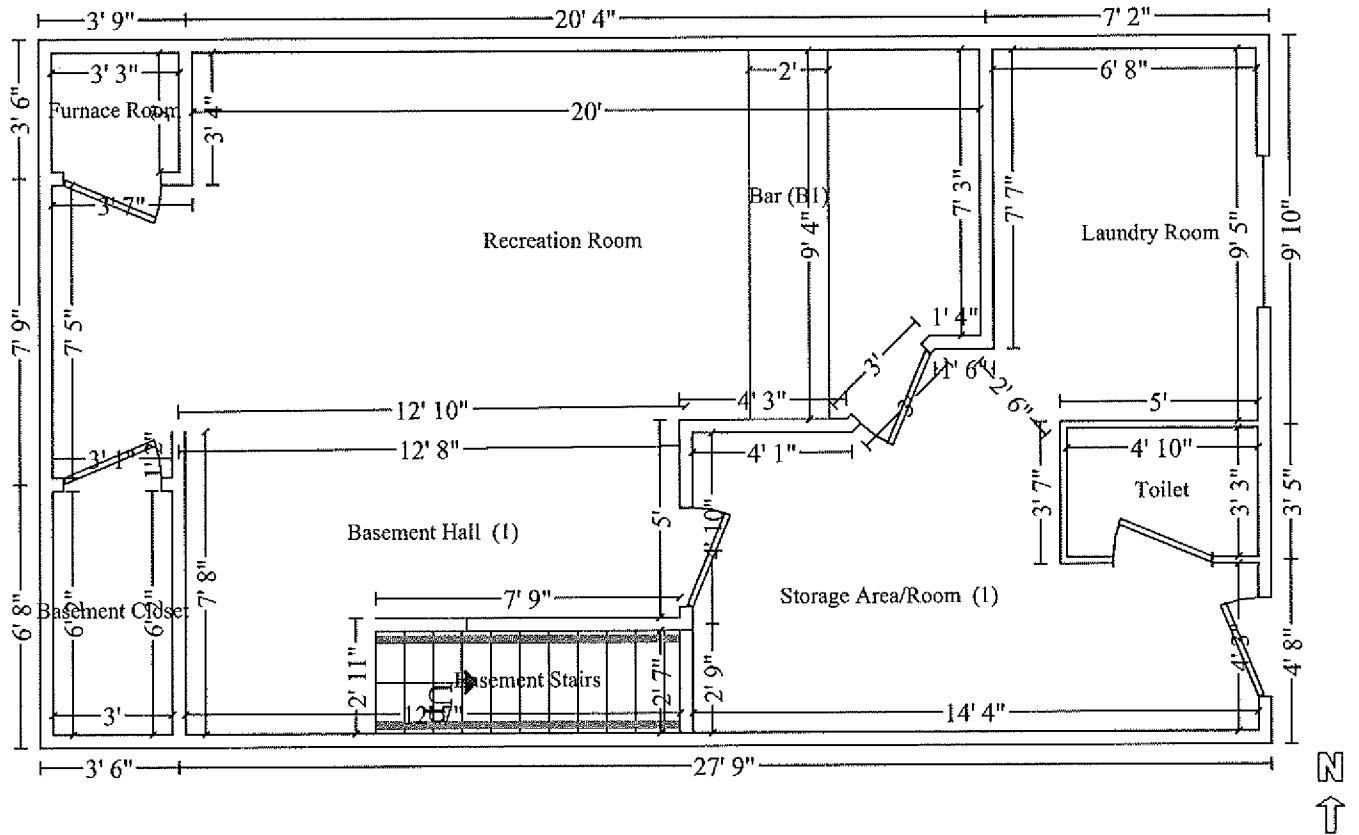
SIGN & DATE

Footprint



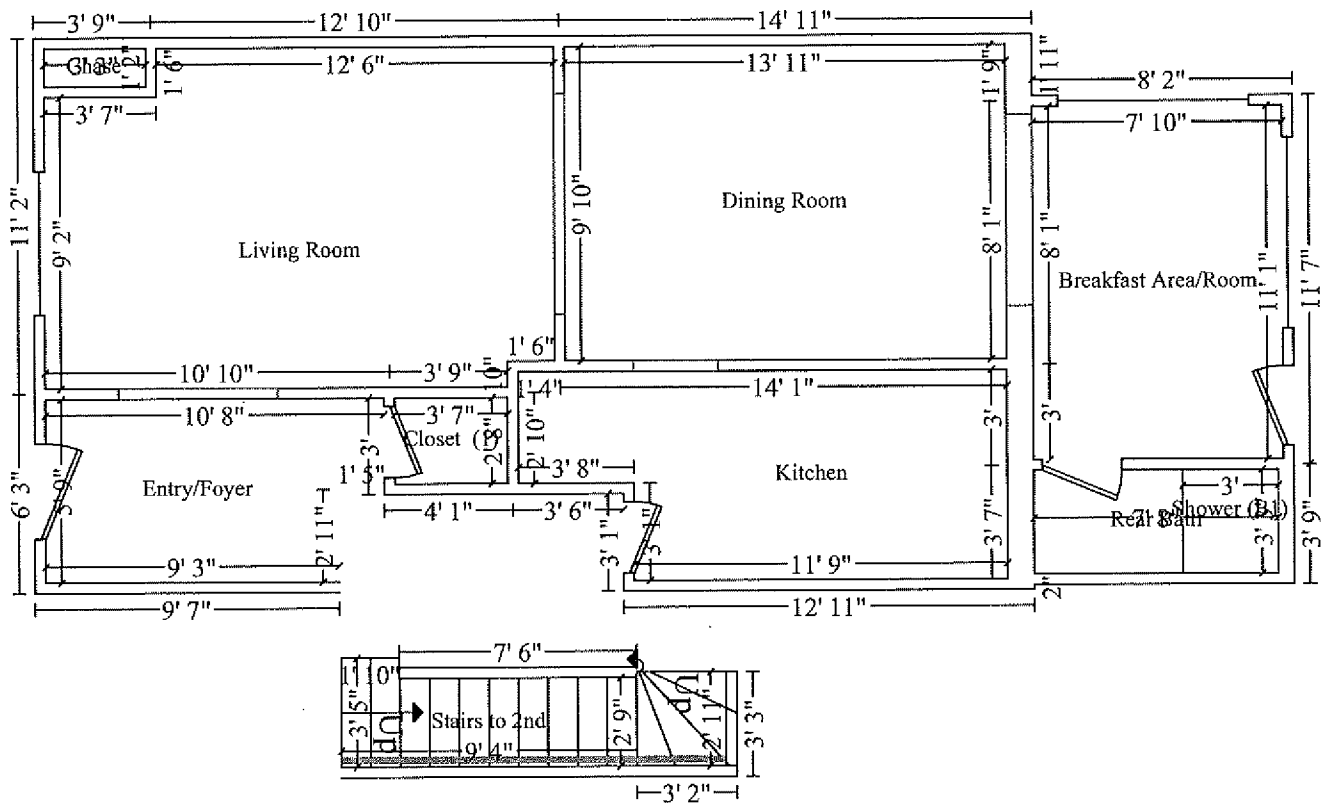
Footprint

Basement



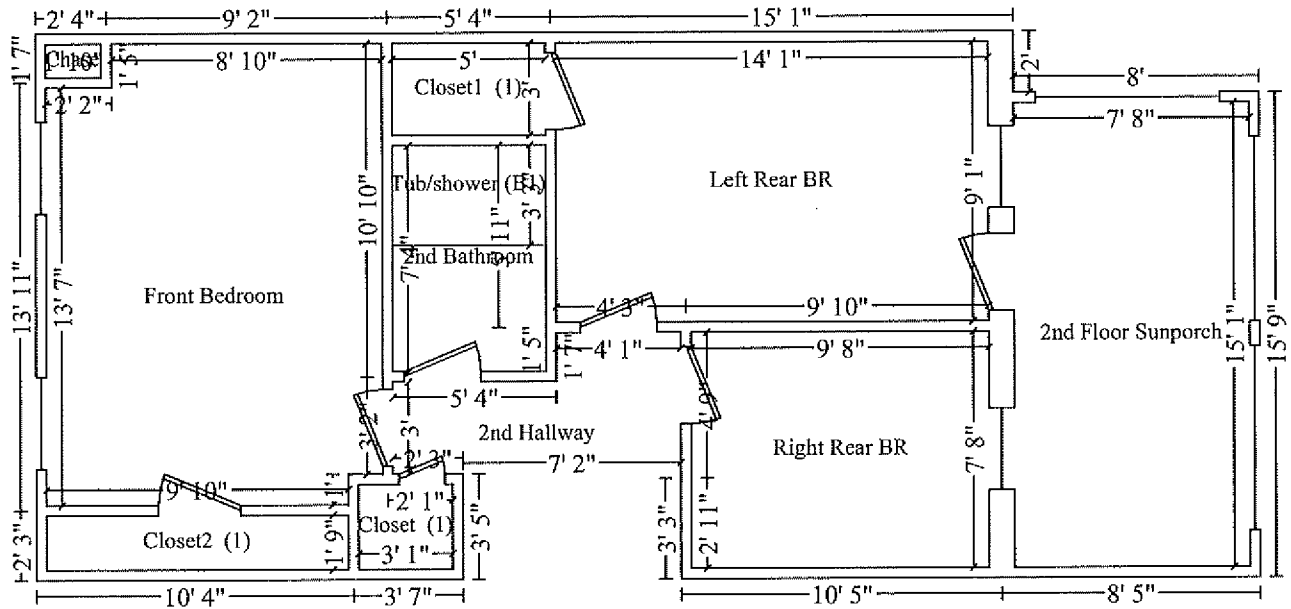
Basement

Main Level



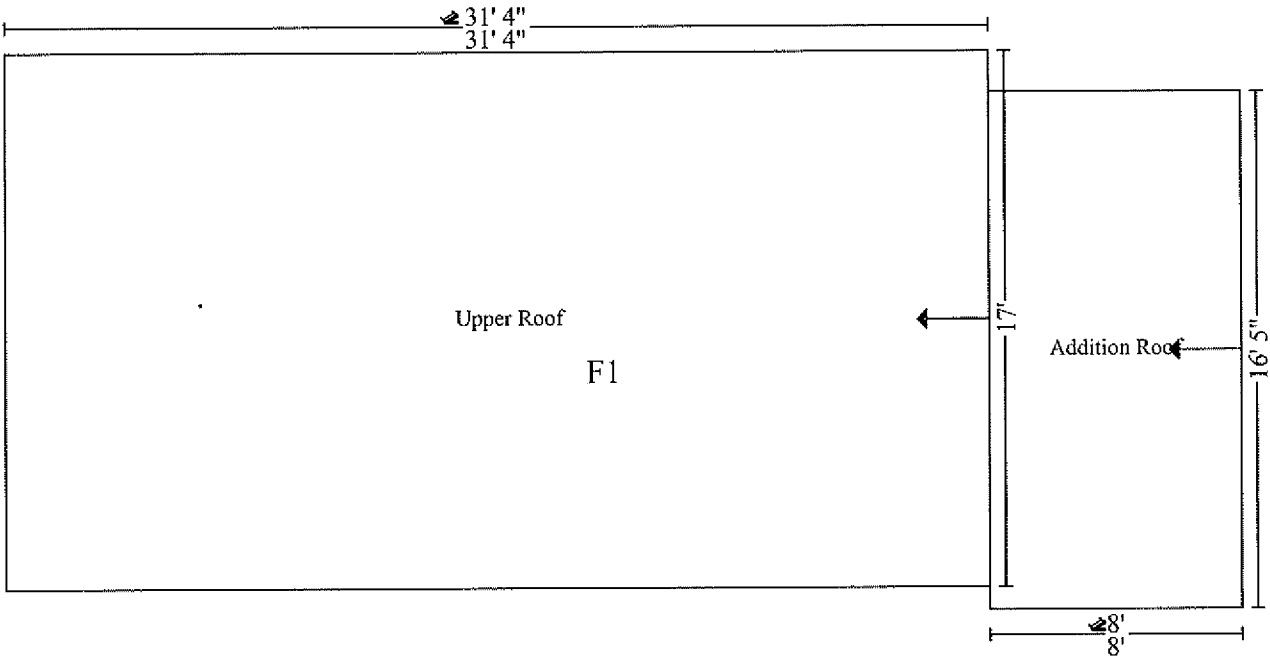
Main Level

2nd Floor



2nd Floor

Roof



Roof

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Insured: BRENDA MARSHALL
Property: 4510 5TH ST NW
WASHINGTON, DC 20011
Home: 4510 5TH ST NW
WASHINGTON, DC 20011

Home: (202) 248-0577
Cell: (202) 531-2034
Cellular: (202) 531-2034

Claim Rep.: Chris Roland
Position: Property Claim Rep
Business: PO Box 10891
Chantilly, VA 20153

Business: (804) 432-7324
Fax: (800) 470-9405
E-mail: croland@travelers.com

Estimator: Brian McKoy
Company: Paul Davis Restoration of Suburban MD and
Washington DC

Cellular: (301) 828-5579

Contractor:
Company: Paul Davis Restoration of Suburban MD and
Washington DC
Business: 8797 Snouffer School Rd; Suite G
Gaithersburg, MD 20879

Business: (301) 948-8008
E-mail: slvr@pdr-usa.net

Claim Number: H6B2644001H

Policy Number: 0B2550985595358633 1

Type of Loss: Fire or removal

Date Contacted: 1/2/2018 8:30 AM
Date of Loss: 1/1/2018
Date Inspected: 1/2/2018 11:00 AM
Date Est. Completed: 5/17/2018 9:14 AM
Date Received: 1/1/2018
Date Entered: 1/10/2018 2:57 PM

Price List: DCWA8X_JAN18
Restoration/Service/Remodel
Estimate: MARSHALL_18-0269_S2

This SUPPLEMENT is provided by Paul Davis Restoration for repairs as indicated in the home located at the above referenced address.

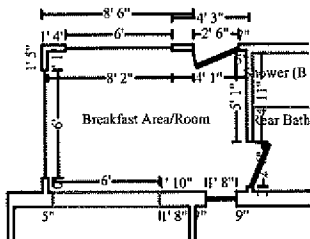
Please contact me if you have any questions.

Brian McKoy, Estimator
301-828-5579 (cell)
Brian.Mckoy@PaulDavis.com

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Gaithersburg, MD 20879
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MARSHALL_18-0269_S2

Main Level



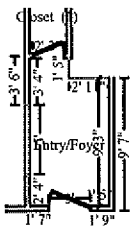
Breakfast Area/Room

Height: 8' 11"

297.35 SF Walls	86.82 SF Ceiling
384.17 SF Walls & Ceiling	86.82 SF Floor
9.65 SY Flooring	31.83 LF Floor Perimeter
37.83 LF Ceil. Perimeter	

Window	6' X 4'	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into Exterior
Window	6' X 4'	Opens into Exterior
Missing Wall - Goes to Floor	6' X 6' 8"	Opens into DINING_ROOM
Window	1' 8" X 4'	Opens into KITCHEN
Door	2' 6" X 6' 8"	Opens into REAR_BATH

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Material Only Fir subfloor - no finish	86.82 SF	0.00	-3.53	-17.62	-81.02	-405.11
2. Material Only Heart Pine - per quote from Atlas Flooring	86.82 SF	0.00	20.00	21.52	439.48	2,197.40
Totals: Breakfast Area/Room				3.90	358.46	1,792.29



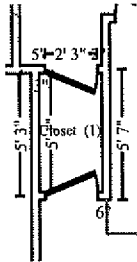
Entry/Foyer

Height: 8' 11"

222.25 SF Walls	57.15 SF Ceiling
279.40 SF Walls & Ceiling	57.15 SF Floor
6.35 SY Flooring	23.66 LF Floor Perimeter
28.66 LF Ceil. Perimeter	

Missing Wall - Goes to Floor	5' X 6' 8"	Opens into LIVING_ROOM
Door	3' X 6' 8"	Opens into Exterior
Missing Wall	2' 10 11/16" X 8' 11"	Opens into Exterior
Missing Wall	1' 5 3/8" X 8' 11"	Opens into Exterior

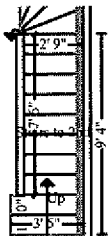
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CONTINUED - Entry/Foyer

Subroom: Closet (1)
Height: 8' 11"

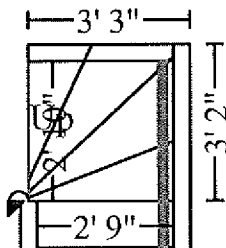
138.15 SF Walls	13.61 SF Ceiling
151.75 SF Walls & Ceiling	13.61 SF Floor
1.51 SY Flooring	15.49 LF Floor Perimeter
15.49 LF Ceil. Perimeter	

Door
2' 3" X 6' 8"
Opens into KITCHEN
Door
2' 3" X 6' 8"
Opens into ENTRY_FOYER

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
3. Material Only Oak flooring - #1 common - no finish	70.76 SF	0.00	-4.31	-17.54	-80.63	-403.15
4. Material Only Heart Pine - per quote from Atlas Flooring	70.76 SF	0.00	20.00	17.54	358.18	1,790.92
Totals: Entry/Foyer				0.00	277.55	1,387.77


Stairs to 2nd
Height: 18' 2"

250.41 SF Walls	27.06 SF Ceiling
277.46 SF Walls & Ceiling	47.04 SF Floor
5.23 SY Flooring	20.01 LF Floor Perimeter
16.83 LF Ceil. Perimeter	

Missing Wall
3' 5" X 18' 2"
Opens into Exterior
Missing Wall
3 3/4" X 18' 2"
Opens into Exterior
Missing Wall
1' 10" X 18' 2"
Opens into Exterior

Subroom: Stairs (1)
Height: 11' 5"

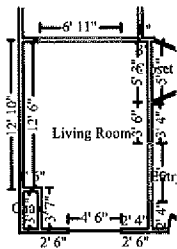
31.27 SF Walls	8.33 SF Ceiling
39.59 SF Walls & Ceiling	18.79 SF Floor
2.09 SY Flooring	2.95 LF Floor Perimeter
2.83 LF Ceil. Perimeter	

Missing Wall
2' 9 1/4" X 11' 5"
Opens into STAIRS_TO_2N
Missing Wall
2' 10" X 11' 5"
Opens into Exterior

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CONTINUED - Stairs to 2nd

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
5. Sand, stain, and finish steps and/or risers	87.00 LF	0.00	15.70	3.60	342.38	1,711.88
Totals: Stairs to 2nd				3.60	342.38	1,711.88


Living Room
Height: 8' 11"

397.08 SF Walls	165.83 SF Ceiling
562.91 SF Walls & Ceiling	165.83 SF Floor
18.43 SY Flooring	41.53 LF Floor Perimeter
53.44 LF Ceil. Perimeter	

Window
4' 6" X 4' 8"
Opens into Exterior
Missing Wall - Goes to Floor
5' X 6' 8"
Opens into ENTRY_Foyer
Missing Wall - Goes to Floor
6' 11" X 6' 8"
Opens into DINING_ROOM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
6. Material Only Oak flooring - #1 common - no finish	165.83 SF	0.00	-4.31	-41.10	-188.96	-944.79
7. Material Only Heart Pine - per quote from Atlas Flooring	165.83 SF	0.00	20.00	41.10	839.43	4,197.13
Totals: Living Room				0.00	650.47	3,252.34


Dining Room
Height: 8' 11"

320.10 SF Walls	137.20 SF Ceiling
457.30 SF Walls & Ceiling	137.20 SF Floor
15.24 SY Flooring	31.97 LF Floor Perimeter
47.55 LF Ceil. Perimeter	

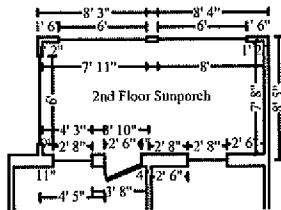
Missing Wall - Goes to Floor
2' 8" X 6' 8"
Opens into KITCHEN
Missing Wall - Goes to Floor
6' X 6' 8"
Opens into BREAKFAST_AR
Missing Wall - Goes to Floor
6' 11" X 6' 8"
Opens into LIVING_ROOM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
8. Material Only Oak flooring - #1 common - no finish	137.20 SF	0.00	-4.31	-34.00	-156.33	-781.66

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CONTINUED - Dining Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
9. Material Only Heart Pine - per quote from Atlas Flooring	137.20 SF	0.00	20.00	34.00	694.50	3,472.50
Totals: Dining Room				0.00	538.17	2,690.84
Total: Main Level				7.50	2,167.03	10,835.12

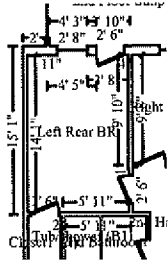
2nd Floor

2nd Floor Sunporch
Height: 8' 9"

398.32 SF Walls	115.72 SF Ceiling
514.04 SF Walls & Ceiling	115.72 SF Floor
12.86 SY Flooring	45.52 LF Floor Perimeter
45.52 LF Ceil. Perimeter	

Window	6' X 4'	Opens into Exterior
Window	6' X 4'	Opens into Exterior
Window	6' X 4'	Opens into Exterior
Window	2' 8" X 4' 8"	Opens into LEFT_REAR_BR
Door	2' 6" X 6' 8"	Opens into LEFT_REAR_BR
Window	2' 8" X 4' 8"	Opens into RIGHT_REAR_B

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
10. Material Only Fir subfloor - no finish	115.72 SF	0.00	-3.53	-23.49	-107.99	-539.97
11. Material Only Heart Pine - per quote from Atlas Flooring	115.72 SF	0.00	20.00	28.68	585.77	2,928.85
Totals: 2nd Floor Sunporch				5.19	477.78	2,388.88

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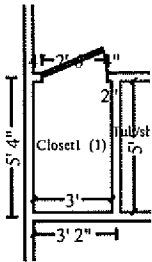


Left Rear BR

Height: 8' 9"

406.04 SF Walls	128.25 SF Ceiling
534.29 SF Walls & Ceiling	128.25 SF Floor
14.25 SY Flooring	46.40 LF Floor Perimeter
46.40 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into DEF_2ND_HALL
Window	2' 8" X 4' 8"	Opens into DEF_2ND_FLOO
Door	2' 6" X 6' 8"	Opens into DEF_2ND_FLOO



Subroom: Closet1 (1)

Height: 8' 9"

139.81 SF Walls	14.95 SF Ceiling
154.75 SF Walls & Ceiling	14.95 SF Floor
1.66 SY Flooring	15.98 LF Floor Perimeter
15.98 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into LEFT_REAR_BR
------	---------------	-------------------------

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
12. Material Only Fir subfloor - no finish	143.19 SF	0.00	-3.53	-29.06	-133.64	-668.16
13. Material Only Heart Pine - per quote from Atlas Flooring	143.19 SF	0.00	20.00	35.49	724.82	3,624.11
Totals: Left Rear BR				6.43	591.18	2,955.95
Total: 2nd Floor				11.62	1,068.96	5,344.83
Line Item Totals: MARSHALL_18-0269_S2				19.12	3,235.99	16,179.95

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Grand Total Areas:

6,541.00 SF Walls	2,635.99 SF Ceiling	9,176.99 SF Walls and Ceiling
2,680.83 SF Floor	297.87 SY Flooring	930.28 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	991.29 LF Ceil. Perimeter
2,680.83 Floor Area	2,829.59 Total Area	6,015.09 Interior Wall Area
3,346.46 Exterior Wall Area	467.50 Exterior Perimeter of Walls	
664.00 Surface Area	6.64 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

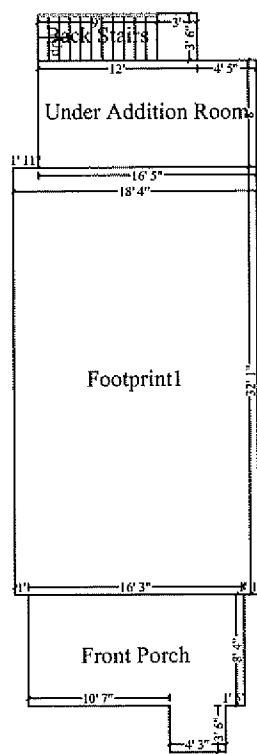
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Summary for Dwelling

Line Item Total		12,924.84
Material Sales Tax		19.12
		<hr/>
Subtotal		12,943.96
Overhead		1,941.60
Profit		1,294.39
		<hr/>
Replacement Cost Value		\$16,179.95
Policy Deductible	\$1,000.00	
Deductible Credit	\$1,000.00	
Net Claim		<hr/> <hr/>

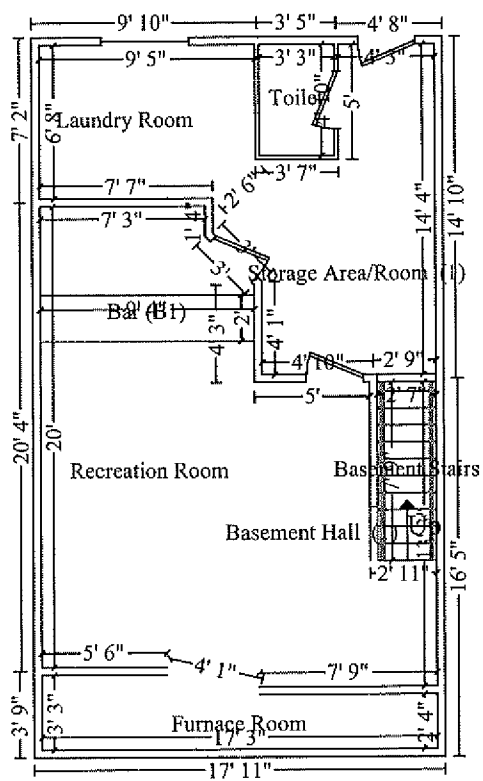
Brian McKoy

Footprint



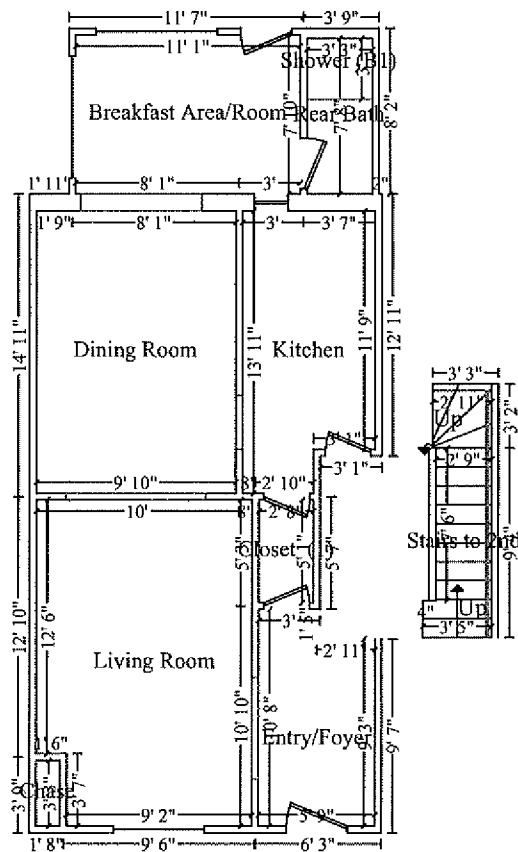
Footprint

Basement



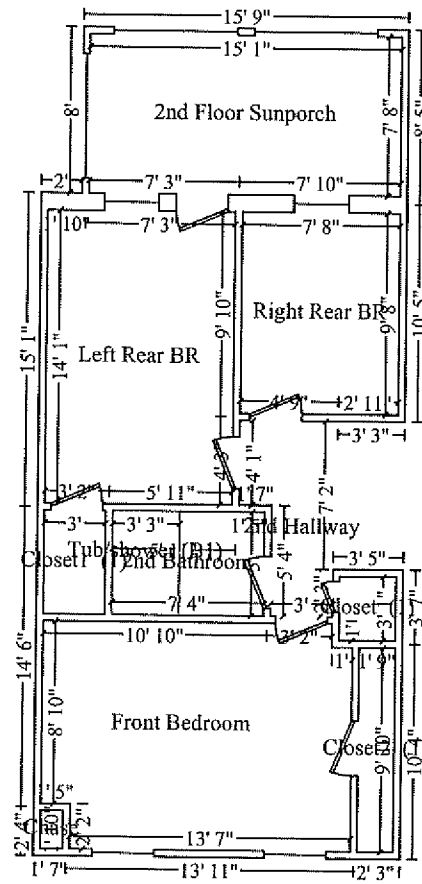
Basement

Main Level



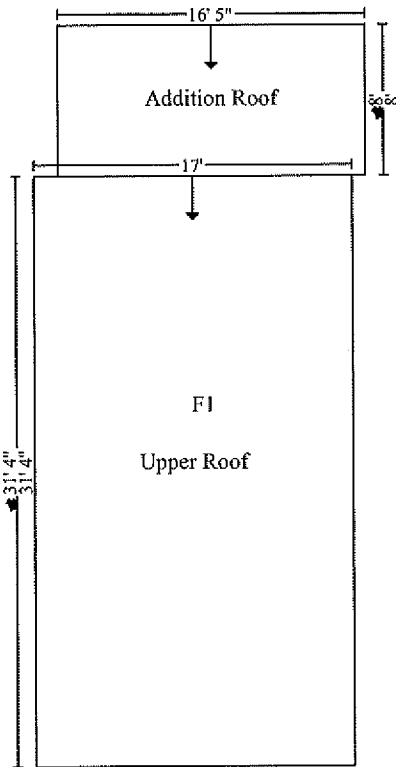
Main Level

2nd Floor



2nd Floor

Roof



Roof

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Insured: BRENDA MARSHALL
Property: 4510 5TH ST NW
WASHINGTON, DC 20011
Home: 4510 5TH ST NW
WASHINGTON, DC 20011

Home: (202) 248-0577
Cell: (202) 531-2034
Cellular: (202) 531-2034

Claim Rep.: Chris Roland
Position: Property Claim Rep
Business: PO Box 10891
Chantilly, VA 20153

Business: (804) 432-7324
Fax: (800) 470-9405
E-mail: croland@travelers.com

Estimator: Brian McKoy
Company: Paul Davis Restoration of Suburban MD and
Washington DC

Cellular: (301) 828-5579

Contractor:
Company: Paul Davis Restoration of Suburban MD and
Washington DC
Business: 8797 Snouffer School Rd; Suite G
Gaithersburg, MD 20879

Business: (301) 948-8008
E-mail: slvr@pdr-usa.net

Claim Number: H6B2644001H

Policy Number: 0B2550985595358633 1

Type of Loss: Fire or removal

Date Contacted: 1/2/2018 8:30 AM
Date of Loss: 1/1/2018
Date Inspected: 1/2/2018 11:00 AM
Date Est. Completed: 2/14/2018 1:31 PM

Date Received: 1/1/2018
Date Entered: 1/10/2018 2:57 PM

Price List: DCWA8X_JAN18
Restoration/Service/Remodel
Estimate: MARSHALL_18-0269_X01

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This estimate is provided by Paul Davis Restoration for repairs as indicated in the home located at the above referenced address.

The estimate is based on all work listed being performed by PDR or subs of PDR. Any labor hours specified are based on the average technician ability in terms of labor efficiency. If actual time of work is less or more, there is no adjustment to estimate unless scope of work expands or reduces. In addition, the work may be performed by one in the same individual (multi-talented trade person) or multiple individuals each specializing in their field of trade. PDR to provide supervision to explain the method of completing work and site inspections while work is underway. If additional damage is discovered, PDR will submit a supplement for the repairs.

Please contact me if you have any questions.

Brian McKoy , Estimator
301-828-5579 (cell)
Brian.Mckoy@PaulDavis.com

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MARSHALL_18-0269_X01
Basement
Recreation Room
Height: 6' 7"

Missing Wall 4' 1 1/4" X 6' 7" **Opens into FURNACE_ROOM**
Door 2' 6" X 6' **Opens into STORAGE_AREA**

Subroom: Basement Hall (1)
Height: 6' 7"

Missing Wall 2' 11" X 6' 7" **Opens into BASEMENT_STA**
Missing Wall 2' 4" X 6' 7" **Opens into BASEMENT_STA**
Door 2' 6" X 6' **Opens into STORAGE_AREA**
Missing Wall 13' 2 1/2" X 6' 7" **Opens into RECREATION_R**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. R&R Judges paneling - raised panel - hardwood	195.66 SF @	-28.73 =	-5,621.31
2. Stain and finish wood judges paneling	195.66 SF @	-5.08 =	-993.95
3. R&R Soffit - wood	361.94 SF @	-5.42 =	-1,961.72
4. Stain & finish paneling	361.94 SF @	-1.67 =	-604.44
5. Recessed light fixture - High grade	1.00 EA @	-149.22 =	-149.22
6. R&R Mirror tile	30.00 SF @	-4.11 =	-123.30
7. Light fixture - wall sconce	1.00 EA @	-94.69 =	-94.69
8. Light bulb - Incand. standard bulb - 1000 hr - mat. only	1.00 EA @	-0.79 =	-0.79
9. Embossing leveler for vinyl flooring	265.94 SF @	0.94 =	249.98
10. Stud wall - 2" x 4" x 8' - 16" oc	67.80 LF @	16.90 =	1,145.82
11. Batt insulation - 4" - R15 - paper faced	429.36 SF @	0.93 =	399.30
12. 1/2" drywall - hung, taped, floated, ready for paint	695.30 SF @	1.75 =	1,216.78
13. Seal/prime then paint the walls and ceiling twice (3 coats)	695.30 SF @	1.34 =	931.70
The following is to upgrade the bar to cabinets and solid surface countertops - also includes adding plumbing and electric.			
14. Zero dollare change to upgrade bar to cabinets and granite tops	1.00 EA @		0.00
15. Sink - single	1.00 EA @	257.64 =	257.64
16. Sink faucet - Kitchen	1.00 EA @	221.48 =	221.48
17. Rough in plumbing - per fixture	1.00 EA @	632.08 =	632.08
18. Angle stop valve	2.00 EA @	36.09 =	72.18
19. Switch	1.00 EA @	15.65 =	15.65
20. Outlet	2.00 EA @	15.57 =	31.14
21. Recessed light fixture	8.00 EA @	149.22 =	1,193.76
22. Light bulb - Compact Flrscent spot/flood (R30) - mat. only	8.00 EA @	10.05 =	80.40
The following is to add closet:			
23. Carpenter - General Framer - per hour	4.00 HR @	65.00 =	260.00
24. Carpentry - General Laborer - per hour	4.00 HR @	42.51 =	170.04
25. 2" x 4" x 8' #2 & better Fir / Larch (material only)	16.00 EA @	3.92 =	62.72
26. Light fixture	1.00 EA @	74.65 =	74.65
27. Light bulb - Incand. standard bulb - 1000 hr - mat. only	1.00 EA @	0.79 =	0.79

MARSHALL_18-0269_X01

10/7/2019

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CONTINUED - Recreation Room

DESCRIPTION	QTY	UNIT PRICE	TOTAL
28. R&R Switch	1.00 EA @	19.29 =	19.29
29. R&R Outlet	1.00 EA @	19.21 =	19.21
30. R&R Interior door unit	1.00 EA @	165.55 =	165.55
31. R&R Door knob - interior	1.00 EA @	48.96 =	48.96
32. Door Installer/Finish Carpenter - per hour	2.00 HR @	61.94 =	123.88
Labor to cut down door to fit lower ceiling height.			
33. R&R 1/2" drywall - hung, taped, floated, ready for paint	84.00 SF @	2.05 =	172.20
34. Seal/prime then paint the surface area twice (3 coats)	84.00 SF @	1.34 =	112.56
35. Baseboard - 2 1/4"	12.00 LF @	2.18 =	26.16
36. Seal & paint baseboard - two coats	65.22 LF @	1.58 =	103.05
37. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA @	32.59 =	32.59
38. Seal & paint door slab only (per side)	2.00 EA @	39.10 =	78.20

Basement Stairs
Height: 11' 9"

Missing Wall 2' 7" X 11' 9" Opens into BASEMENT_HAL
 Missing Wall 2' 4" X 11' 9" Opens into BASEMENT_HAL

DESCRIPTION	QTY	UNIT PRICE	TOTAL
39. Paneling - plywood w/2x4 base & chair rail	56.87 SF @	-3.21 =	-182.55
40. Stain & finish paneling	56.87 SF @	-1.67 =	-94.97
41. 1/2" drywall - hung, taped, floated, ready for paint	56.87 SF @	1.75 =	99.52
42. Seal/prime then paint the surface area twice (3 coats)	56.87 SF @	1.34 =	76.21
43. R&R Stair tread - hardwood - up to 4'	11.00 EA @	76.70 =	843.70
44. R&R Stair riser - stain grade softwood - up to 4'	12.00 EA @	25.36 =	304.32
45. Sand, stain, and finish steps and/or risers	69.00 LF @	15.70 =	1,083.30

Laundry Room
Height: 6' 7"

Window 3' 10" X 2' 2" Opens into Exterior

Subroom: Storage Area/Room (1) **Height: 6' 7"**

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Door	2' 6" X 6'	Opens into Exterior
Door	2' 6" X 6'	Opens into TOILET
Missing Wall	2' 6 1/16" X 6' 7"	Opens into LAUNDRY_ROOM
Door	2' 6" X 6'	Opens into RECREATION_R
Door	2' 6" X 6'	Opens into BASEMENT_HAL

DESCRIPTION	QTY	UNIT PRICE	TOTAL
46. Fluorescent - one tube - 2' - fixture w/lens	4.00 EA @	-85.94 =	-343.76
47. Light bulb - Fluorescent tube - 2' soft white - mat. only	4.00 EA @	-5.25 =	-21.00
48. Fluorescent - one tube - 4' - strip light	4.00 EA @	-84.52 =	-338.08
49. Light bulb - Fluorescent tube - 4' soft white - mat. only	4.00 EA @	-5.62 =	-22.48
50. Porcelain light fixture	1.00 EA @	-30.96 =	-30.96
51. Light bulb - Incand. standard bulb - 1000 hr - mat. only	1.00 EA @	-0.79 =	-0.79
52. Stud wall - 2" x 4" x 8' - 16" oc	71.94 LF @	16.90 =	1,215.79
53. Batt insulation - 4" - R15 - paper faced	476.11 SF @	0.93 =	442.78
54. Recessed light fixture	8.00 EA @	149.22 =	1,193.76
55. Light bulb - Compact Flrsnt spot/flood (R30) - mat. only	8.00 EA @	10.05 =	80.40

Toilet
Height: 6' 7"

Door	2' 6" X 6'	Opens into STORAGE_AREA
-------------	-------------------	--------------------------------

DESCRIPTION	QTY	UNIT PRICE	TOTAL
56. AC plywood - 1/2"	15.79 SF @	-2.26 =	-35.69
57. Seal & paint plywood sheathing	15.79 SF @	-0.92 =	-14.53
WALLS			
58. T & G paneling - double beaded vee (unfinished)	79.99 SF @	-6.44 =	-515.14
59. Seal & paint paneling	79.99 SF @	-1.25 =	-99.99
60. 1/2" drywall - hung, taped, floated, ready for paint	122.45 SF @	1.75 =	214.29
61. Seal/prime then paint the walls and ceiling twice (3 coats)	122.45 SF @	1.34 =	164.08
62. Stud wall - 2" x 4" x 8' - 16" oc	16.20 LF @	16.90 =	273.78
63. Batt insulation - 4" - R15 - paper faced	106.66 SF @	0.93 =	99.19

Main Level
Kitchen
Height: 8' 11"

Door	2' 3" X 6' 8"	Opens into Exterior
Door	2' 3" X 6' 8"	Opens into CLOSET

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Missing Wall - Goes to Floor	2' 8" X 6' 8"	Opens into DINING_ROOM		
Window	1' 8" X 4'	Opens into BREAKFAST_AR		
DESCRIPTION		QTY	UNIT PRICE	TOTAL
64. Two coat plaster over 1/2" gypsum core blueboard		173.68 SF @	-7.71 =	-1,339.07
65. 1/2" drywall - hung, taped, floated, ready for paint		173.68 SF @	1.75 =	303.94
66. Carpenter - General Framer - per hour		4.00 HR @	65.00 =	260.00
Labor to pad/fir out walls/ceiling to install drywall instead of plaster.				
67. Vinyl tile		84.64 SF @	-3.48 =	-294.55
68. R&R Oak flooring - #1 common - no finish		84.64 SF @	9.17 =	776.15
69. Vapor barrier - 15# felt		84.64 SF @	0.26 =	22.01
70. Sand, stain, and finish wood floor		84.64 SF @	4.17 =	352.95
71. R&R Quarter round - for wood flooring		38.28 LF @	3.79 =	145.08
72. Carpenter - General Framer - per hour		6.00 HR @	65.00 =	390.00
Labor and materials to modify offset for refrigerator.				

Breakfast Area/Room
Height: 8' 11"

Window	6' X 4'	Opens into Exterior		
Door	2' 6" X 6' 8"	Opens into Exterior		
Window	6' X 4'	Opens into Exterior		
Missing Wall - Goes to Floor	6' X 6' 8"	Opens into DINING_ROOM		
Window	1' 8" X 4'	Opens into KITCHEN		
Door	2' 6" X 6' 8"	Opens into REAR_BATH		
DESCRIPTION		QTY	UNIT PRICE	TOTAL
73. Soffit - wood		86.82 SF @	-5.21 =	-452.33
74. Stain & finish paneling		86.82 SF @	-1.67 =	-144.99
75. Judges paneling - raised panel - hardwood		297.35 SF @	-28.00 =	-8,325.80
76. Stain and finish wood judges paneling		297.35 SF @	-5.08 =	-1,510.54
77. 1/2" drywall - hung, taped, floated, ready for paint		384.17 SF @	1.75 =	672.30
78. Seal/prime then paint the walls and ceiling twice (3 coats) - 2 colors		384.17 SF @	1.64 =	630.04
79. Fluorescent - one tube - 8' - strip light		6.00 EA @	-128.32 =	-769.92
80. Light bulb - Fluorescent tube - 8' cool white - mat. only		6.00 EA @	-9.35 =	-56.10
81. Light fixture - wall sconce - High grade		4.00 EA @	-158.35 =	-633.40
82. Light bulb - Compact Fluorescent stand. type - mat. only		8.00 EA @	-6.50 =	-52.00
83. Recessed light fixture		4.00 EA @	149.22 =	596.88
84. Light bulb - Compact Flrsent spot/flood (R30) - mat. only		4.00 EA @	10.05 =	40.20
85. Carpenter - General Framer - per hour		8.00 HR @	65.00 =	520.00
Labor to pad/fir out walls/ceiling to install drywall instead of plaster.				

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Rear Bath
Height: 8'

Door	2' 6" X 6' 8"	Opens into BREAKFAST_AR		
DESCRIPTION		QTY	UNIT PRICE	TOTAL
The following is the labor to reframe bathroom wall and move it out.				
86. Carpenter - General Framers - per hour		4.00 HR @	65.00 =	260.00
87. Rough in plumbing - per fixture		1.00 EA @	632.08 =	632.08
88. R&R Outlet		1.00 EA @	19.21 =	19.21

Living Room
Height: 8' 11"

Window	4' 6" X 4' 8"	Opens into Exterior		
Missing Wall - Goes to Floor	5' X 6' 8"	Opens into ENTRY_FOYER		
Missing Wall - Goes to Floor	6' 11" X 6' 8"	Opens into DINING_ROOM		
DESCRIPTION		QTY	UNIT PRICE	TOTAL
89. Carpenter - General Framers - per hour		4.00 HR @	65.00 =	260.00
Labor to reframe chase and add bulkhead.				
90. 2" x 4" x 10' #2 & better Fir / Larch (material only)		6.00 EA @	4.90 =	29.40

Dining Room
Height: 8' 11"

Missing Wall - Goes to Floor	2' 8" X 6' 8"	Opens into KITCHEN		
Missing Wall - Goes to Floor	6' X 6' 8"	Opens into BREAKFAST_AR		
Missing Wall - Goes to Floor	6' 11" X 6' 8"	Opens into LIVING_ROOM		
DESCRIPTION		QTY	UNIT PRICE	TOTAL
CEILING				
91. Clean the ceiling		137.20 SF @	-0.29 =	-39.79
92. Clean soffit - wood		31.97 SF @	-0.31 =	-9.91
93. Prime & paint exterior soffit - wood		31.97 SF @	-2.30 =	-73.53
94. 1/2" drywall - hung, taped, floated, ready for paint		137.20 SF @	1.75 =	240.10
WALLS				
95. Two coat plaster over 1/2" gypsum core blueboard		60.00 SF @	-7.71 =	-462.60
96. Judges paneling - raised panel - hardwood		320.10 SF @	-28.00 =	-8,962.80
97. Stain and finish wood judges paneling		320.10 SF @	-5.08 =	-1,626.11
Above line items are for the mahogany judges paneling				
98. 1/2" drywall - hung, taped, floated, ready for paint		320.10 SF @	1.75 =	560.18

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CONTINUED - Dining Room

DESCRIPTION	QTY	UNIT PRICE	TOTAL
99. Seal/prime then paint the walls and ceiling twice (3 coats) - 2 colors	457.30 SF @	1.64 =	749.97
100. Carpenter - General Frammer - per hour	8.00 HR @	65.00 =	520.00
Labor to pad/fir out walls/ceiling to install drywall instead of plaster.			

2nd Floor

2nd Floor

DESCRIPTION	QTY	UNIT PRICE	TOTAL
101. Ductwork system - hot and cold air (per run) - Insulated	2.00 EA @	414.26 =	828.52
Duct work to rear room.			

2nd Floor Sunporch

Height: 8' 9"

Window	6' X 4'	Opens into Exterior
Window	6' X 4'	Opens into Exterior
Window	6' X 4'	Opens into Exterior
Window	2' 8" X 4' 8"	Opens into LEFT_REAR_BR
Door	2' 6" X 6' 8"	Opens into LEFT_REAR_BR
Window	2' 8" X 4' 8"	Opens into RIGHT_REAR_B

DESCRIPTION	QTY	UNIT PRICE	TOTAL
<u>CEILING</u>			
102. Soffit - wood	115.72 SF @	-5.21 =	-602.90
103. Prime & paint exterior soffit - wood	115.72 SF @	-2.30 =	-266.16
<u>WALLS</u>			
104. Judges paneling - raised panel - hardwood	398.32 SF @	-28.00 =	-11,152.96
105. Stain and finish wood judges paneling	398.32 SF @	-5.08 =	-2,023.47
106. 1/2" drywall - hung, taped, floated, ready for paint	514.04 SF @	1.75 =	899.57
107. Seal/prime then paint the walls and ceiling twice (3 coats)	514.04 SF @	1.34 =	688.81
The following is to modify the window openings on the rear wall and replace the windows:			
108. Carpenter - General Frammer - per hour	4.00 HR @	65.00 =	260.00

8797 Snouffer School Rd; Suite G
 Gaithersburg, MD 20879
 Phone: 301-948-8008 Fax: 301-948-0265
 Email: slvr@pdr-usa.net
 Tax ID-52-1582688 MHIC129476 DC529601-948-8008

CONTINUED - 2nd Floor Sunporch

DESCRIPTION	QTY	UNIT PRICE	TOTAL
109. 2" x 6" x 10' #2 & better Fir / Larch (material only)	6.00 EA @	8.09 =	48.54
110. Windows - Vinyl (Bid Item)	1.00 EA @	1,020.61 =	1,020.61
Quote for two new double hung window and one picture window.			
111. Aluminum window, single hung 9-12 sf	4.00 EA @	-142.06 =	-568.24
112. Window Installer - per hour	8.00 HR @	65.52 =	524.16
Labor to remove existing four existing windows on rear wall and replace with 3 new windows.			
113. Window - General Laborer - per hour	8.00 HR @	42.51 =	340.08
Labor to assist with removing and installing windows. Includes labor to pick up and deliver new windows.			

2nd Bathroom
Height: 8' 9"
Door
2' 6" X 6' 8"
Opens into DEF_2ND_HALL

DESCRIPTION	QTY	UNIT PRICE	TOTAL
114. R&R Bathroom ventilation fan	1.00 EA @	-103.06 =	-103.06
115. R&R Bathroom ventilation fan, light, and heater	1.00 EA @	354.33 =	354.33

General Conditions

DESCRIPTION	QTY	UNIT PRICE	TOTAL
116. Residential Supervision / Project Management - per hour	40.00 HR @	63.50 =	2,540.00
Additional labor for changes and material selections			

Labor Minimums Applied

DESCRIPTION	QTY	UNIT PRICE	TOTAL
117. Finish hardware labor minimum	1.00 EA @	103.90 =	103.90
118. Vinyl floor covering labor minimum	1.00 EA @	42.79 =	42.79

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Grand Total Areas:

6,541.00 SF Walls	2,635.99 SF Ceiling	9,176.99 SF Walls and Ceiling
2,680.83 SF Floor	297.87 SY Flooring	930.28 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	991.29 LF Ceil. Perimeter
2,680.83 Floor Area	2,829.59 Total Area	6,015.09 Interior Wall Area
3,346.46 Exterior Wall Area	467.50 Exterior Perimeter of Walls	
664.00 Surface Area	6.64 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

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Summary for Dwelling

Line Item Total	-21,078.91
Material Sales Tax	-282.10
Cleaning Mat Tax	-0.10
Subtotal	-21,361.11
Overhead	1,156.87
Profit	771.27
Cleaning Total Tax	-3.57
Replacement Cost Value	-\$19,436.54
Net Claim	-\$19,436.54

Brian McKoy

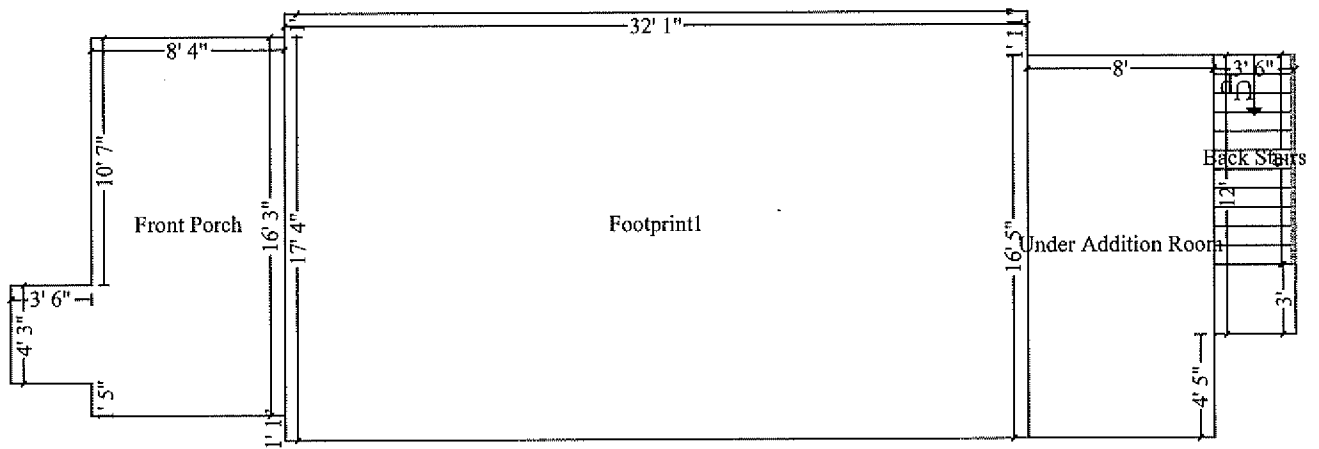
If this estimate meets with your approval, please endorse below and return to Paul Davis Restoration along with your deposit/deductible. These items are required before scheduling can begin.

Brenda Marshall
PRINT YOUR NAME

Brenda Marshall
SIGN & DATE

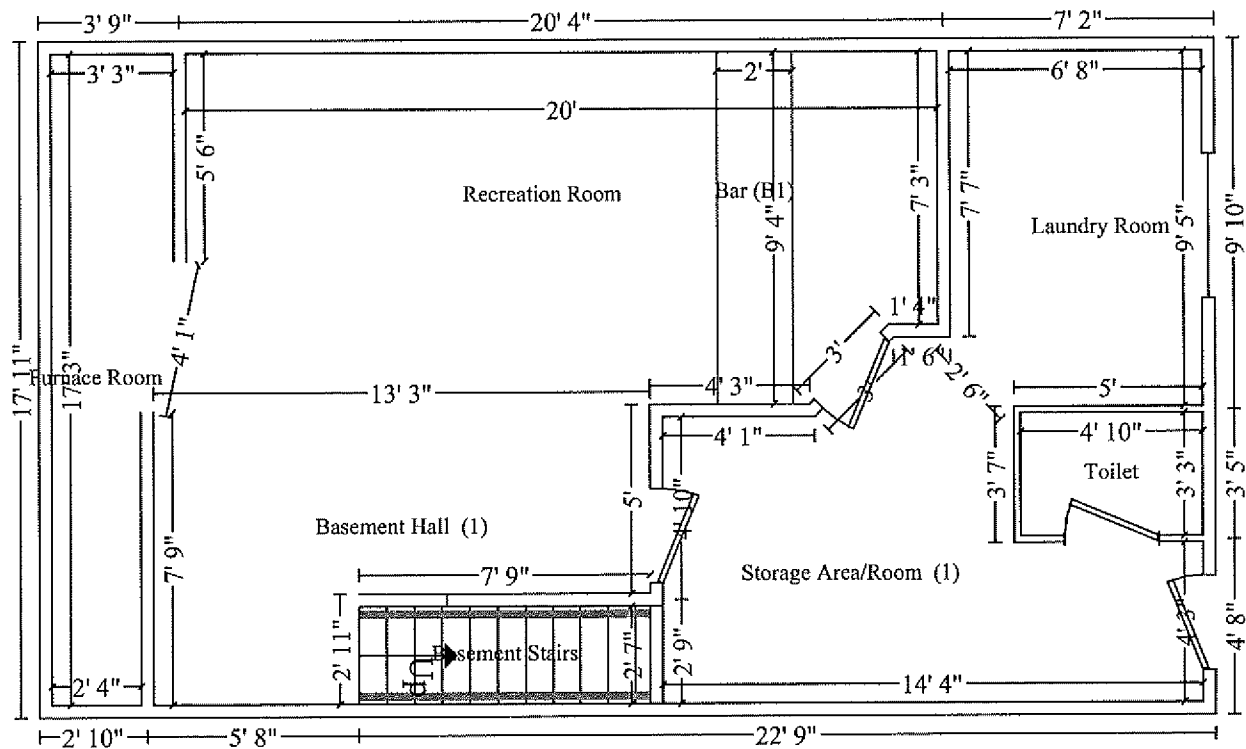
11/17/2019

Footprint



Footprint

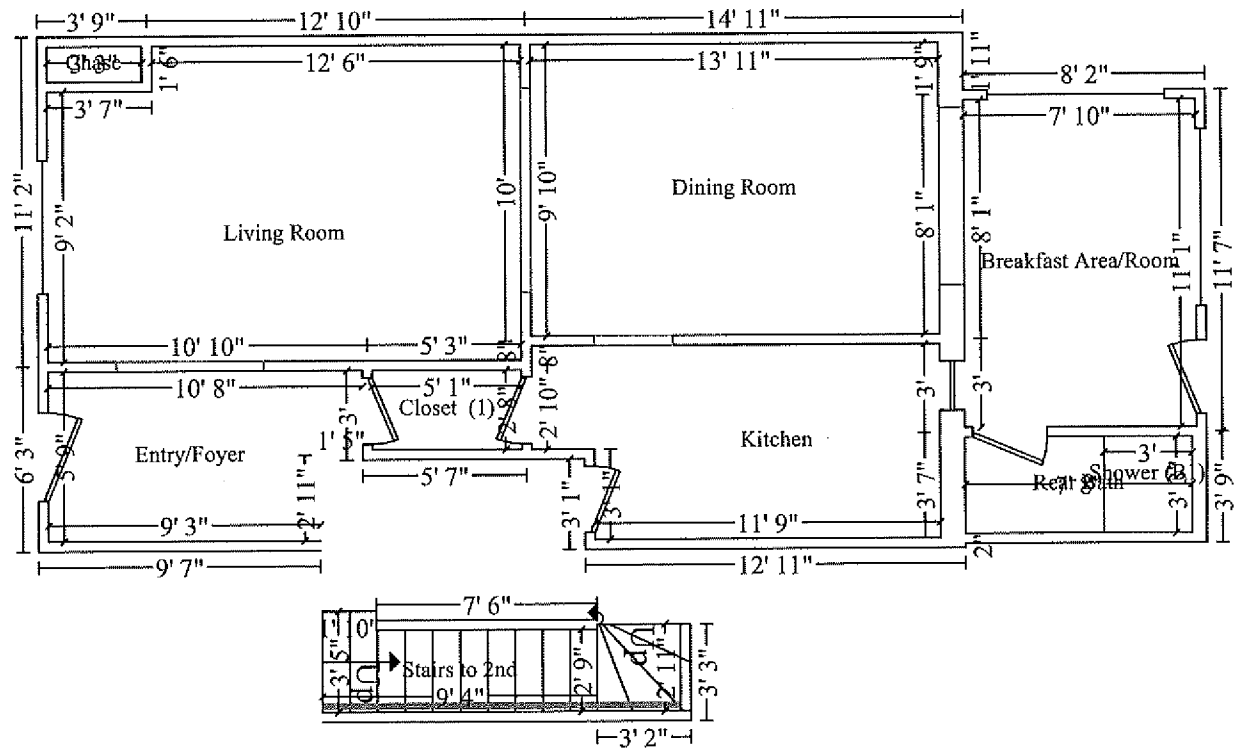
Basement



N
↑

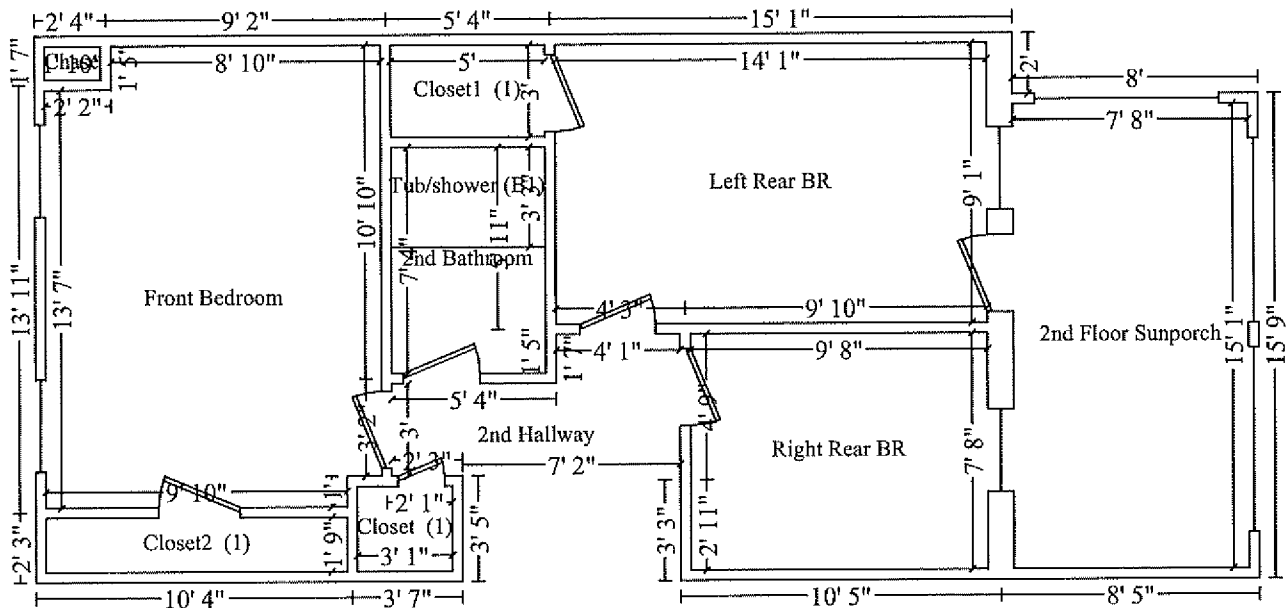
Basement

Main Level



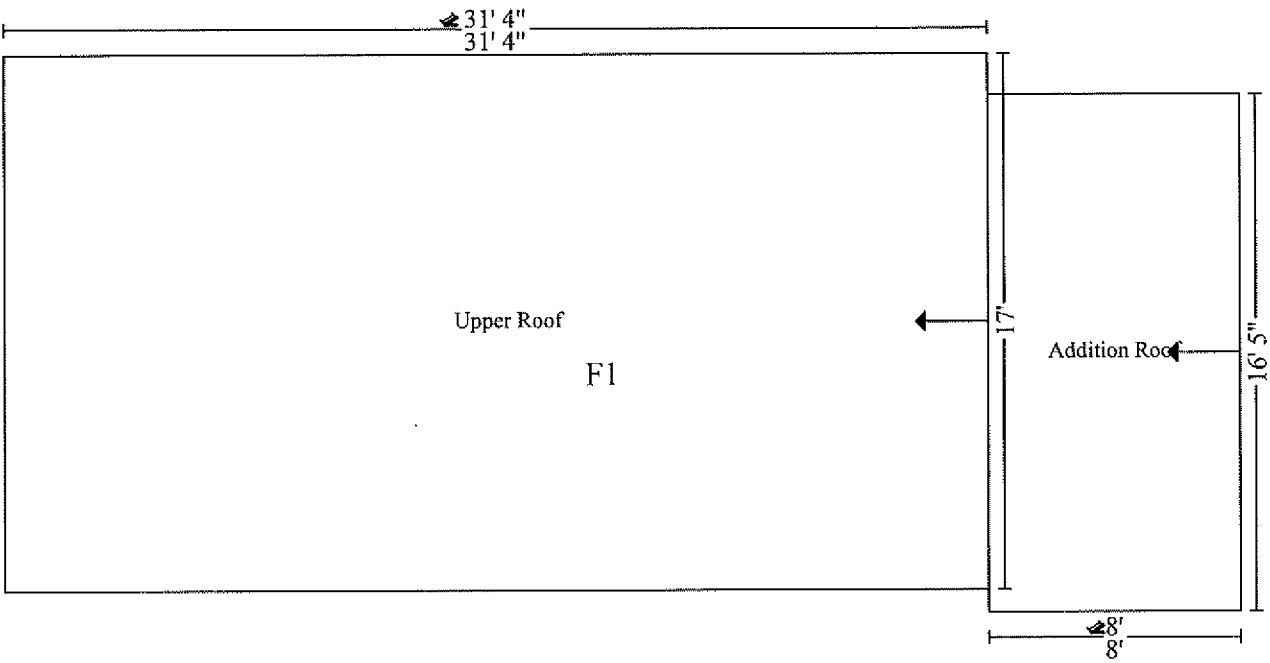
Main Level

2nd Floor



2nd Floor

Roof



Roof

Paul Davis Restoration of Suburban MD

8797 Snouffer School Rd.

Suite G

Gaithersburg, MD 20879

(301) 948-8008 Fax (301) 948-0265

Tax ID#: 52-1582688

Invoice

Bill To
Brenda Marshall 4510 5th St. NW Washington, DC 20011

Loss Address

Invoice Date	Invoice #	Terms	Due Date	Job/Reference #	Claim #
5/12/2021	20-0262	Due on receipt	Due now	SLVR-18-0269-STR	
Description of Services					Amount
Residential Structural Repairs: Final estimate amount \$340,548.60					132,536.92
Invoice #1 \$475.96-6/29/2018- This was paid via credit card					
Invoice #2 \$46,000.00-7/5/2018- This was paid on 7/12/18 with checks 985953 and 123.					
Invoice #3 \$46,000.00-1/10/2020- \$4,989.68 was paid on 1/27/20. The rest with check number 127 for \$103,156.74,					
Invoice #4 \$62,146.42-4/2/2020- The remainder of check 127 was applied to this invoice.					
Invoice #5 \$64,227.68- Partially paid with check numbers 949423 and 130					
Invoice #6 \$117,573.54-Not paid					
Invoice #7 \$4,125.00- Not paid- concrete work					
Invoice Total = \$340,548.60					
ALL PAYMENTS RECEIVED ARE BROKEN DOWN BELOW					

Please make check payable to Paul Davis Restoration and enclose this remittance with your payment.

Invoice # 20-0262

Due Date Due on receipt

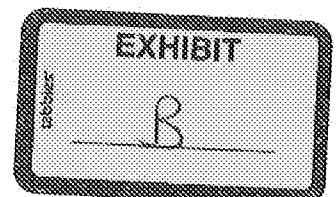
Job/Reference # SLVR-18-0269-STR

Payments/Credits

Balance Due

Mail to: Paul Davis Restoration
8797 Snouffer School Rd
Suite G
Gaithersburg, MD 20879

Enclosed Amount



Paul Davis Restoration of Suburban MD

8797 Snouffer School Rd.

Suite G

Gaithersburg, MD 20879

(301) 948-8008 Fax (301) 948-0265

Tax ID#: 52-1582688

Invoice

Bill ToBrenda Marshall
4510 5th St. NW
Washington, DC 20011**Loss Address**

Invoice Date	Invoice #	Terms	Due Date	Job/Reference #	Claim #
05/12/2021	20-0262	Due on receipt	Due now	SLVR-18-0269-STR	
Description of Services					Amount
Continued...					
Payment 6/29/18 \$475.96 via visa credit card					
Payment 7/12/18 \$18,097.99 via check number 123					
Payment 7/12/18 \$27,902.01 via check number 985953					
Payment 1/27/20 \$4,989.68 via check number 1508					
Payment 4/20/20 \$103,156.74 via check number 127					
Payment 5/4/20 \$52,000.00 via check number 130					
Payment 5/4/20 \$1,389.30 via check number 949423					
Payment Total = \$208,011.68					

Late payment fee will be assessed at 1 1/2% per month past due.

Please make check payable to Paul Davis Restoration and enclose this remittance with your payment.

Invoice # 20-0262

Due Date Due on receipt

Job/Reference # SLVR-18-0269-STR

Payments/Credits -\$208,011.68

Balance Due \$132,536.92Mail to: Paul Davis Restoration
8797 Snouffer School Rd
Suite G
Gaithersburg, MD 20879

Enclosed Amount



SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Telephone: (202) 879-1133 • Website: www.dccourts.gov

BARKAY INC.
Vs.
BRENDA MARSHALL

C.A. No. 2021 CA 004487 R(RP)

INITIAL ORDER AND ADDENDUM

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure
("Super. Ct. Civ. R.") 40-1, it is hereby ORDERED as follows:

(1) This case is assigned to the judge and calendar designated below. All future filings in this case shall bear the calendar number and the judge's name beneath the case number in the caption.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of service on each defendant of copies of (a) the summons, (b) the complaint, and (c) this Initial Order and Addendum. The court will dismiss the claims against any defendant for whom such proof of service has not been filed by this deadline, unless the court extended the time for service under Rule 4(m).

(3) Within 21 days of service (unless otherwise provided in Rule 12), each defendant must respond to the complaint by filing an answer or other responsive pleading. The court may enter a default and a default judgment against any defendant who does not meet this deadline, unless the court extended the deadline under Rule 55(a).

(4) At the time stated below, all counsel and unrepresented parties shall participate in a remote hearing to establish a schedule and discuss the possibilities of settlement. Counsel shall discuss with their clients **before** the hearing whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this hearing.**

(5) If the date or time is inconvenient for any party or counsel, the Civil Actions Branch may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. To reschedule the hearing, a party or lawyer may call the Branch at (202) 879-1133. Any such request must be made at least seven business days before the scheduled date.

No other continuance of the conference will be granted except upon motion for good cause shown.

(6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each judge's Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court's website <http://www.dccourts.gov/>.

Chief Judge Anita M. Josey-Herring

Case Assigned to: Judge JOSE M LOPEZ

Date: December 2, 2021

Initial Conference: **REMOTE HEARING - DO NOT COME TO COURTHOUSE**
SEE REMOTE HEARING INSTRUCTIONS ATTACHED TO INITIAL ORDER

9:30 am, Friday, March 04, 2022

Location: Courtroom 212

500 Indiana Avenue N.W.

WASHINGTON, DC 20001

ADDENDUM TO INITIAL ORDER AFFECTING ALL MEDICAL MALPRACTICE CASES

D.C. Code § 16-2821, which part of the Medical Malpractice Proceedings Act of 2006, provides, "[a]fter action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ('ISSC'), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC."

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at <https://www.dccourts.gov/pa/>. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. D.C. Code § 16-2825 Two separate Early Mediation Forms are available. Both forms may be obtained at www.dccourts.gov/medmalmediation. One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to earlymedmal@dcsc.gov. Unrepresented plaintiffs who elect not to eFile must either mail the form to the Multi-Door Dispute Resolution Office at, Suite 2900, 410 E Street, N.W., Washington, DC 20001, or deliver it in person if the Office is open for in-person visits.

A roster of medical malpractice mediators available through the Court's Multi-Door Dispute Resolution Division, with biographical information about each mediator, can be found at www.dccourts.gov/medmalmediation/mediatorprofiles. All individuals on the roster are judges or lawyers with at least 10 years of significant experience in medical malpractice litigation. D.C. Code § 16-2823(a). If the parties cannot agree on a mediator, the Court will appoint one. D.C. Code § 16-2823(b).

The following people are required by D.C. Code § 16-2824 to attend personally the Early Mediation Conference: (1) all parties; (2) for parties that are not individuals, a representative with settlement authority; (3) in cases involving an insurance company, a representative of the company with settlement authority; and (4) attorneys representing each party with primary responsibility for the case.

No later than ten (10) days after the early mediation session has terminated, Plaintiff must eFile with the Court a report prepared by the mediator, including a private mediator, regarding: (1) attendance; (2) whether a settlement was reached; or, (3) if a settlement was not reached, any agreements to narrow the scope of the dispute, limit discovery, facilitate future settlement, hold another mediation session, or otherwise reduce the cost and time of trial preparation. D.C. Code § 16-2826. Any Plaintiff who is unrepresented may mail the form to the Civil Actions Branch at [address] or deliver it in person if the Branch is open for in-person visits. The forms to be used for early mediation reports are available at www.dccourts.gov/medmalmediation.

Chief Judge Anita M. Josey-Herring

Civil Remote Hearing Instructions for Participants

The following instructions are for participants who are scheduled to have cases heard before a Civil Judge in a **Remote Courtroom**

Option1: (AUDIO ONLY/Dial-in by Phone):

Toll 1 (844) 992-4762 or (202) 860-2110, enter the Meeting ID from the attachment followed by #, press again to enter session.

- *Please call in no sooner than 5 minutes before your scheduled hearing time. Once you have joined the session, please place your phone on mute until directed otherwise. If you should happen to get disconnected from the call, please call back in using the phone number and access number provided and the courtroom clerk will mute your call until the appropriate time.*

If you select **Option 2** or **Option 3** use the Audio Alternative

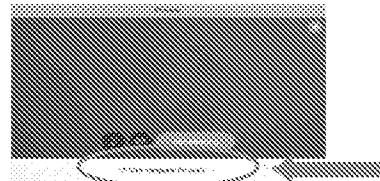
Option 2: (LAPTOP/ DESKTOP USERS 1):

Open Web Browser in Google Chrome and copy and paste following address from the next page:
<https://dccourts.webex.com/meet/XXXXXXXXXX>

Option 3: (LAPTOP/ DESKTOP USERS 2):

Open Web Browser in Google Chrome and copy and paste following address
<https://dccourts.webex.com> Select **Join**, enter the Meeting ID from the next page

AUDIO ALTERNATIVE: Instead of automatically using **USE COMPUTER FOR AUDIO**, select **CALL-IN** and follow the **CALL-IN** prompt window. Use a cell phone or desk phone. You will be heard clearer if you **do not** place your phone on **SPEAKER**. It is very important that you enter the **ACCESS ID #** so that your audio is matched with your video.



Option 4: (Ipad/SMART PHONE/TABLET):

- Go to App Store, Download WebEx App (Cisco WebEx Meetings)
- Sign into the App with your Name and Email Address
- Select Join Meeting
- Enter address from the next page: <https://dccourts.webex.com/meet/XXXXXXXXXX>
- Click join and make sure your microphone is muted and your video is unmuted (if you need to be seen). If you only need to speak and do not need to be seen, use the audio only option.
- When you are ready click "Join Meeting". If the host has not yet started the meeting, you will be placed in the lobby until the meeting begins.

For Technical Questions or issues Call: (202) 879-1928, Option #2

Superior Court of the District of Columbia
Public Access for Remote Court Hearings
(Effective August 24, 2020)

The current telephone numbers for all remote hearings are: 202-860-2110 (local) or 844-992-4726 (toll free). After dialing the number, enter the WebEx Meeting ID as shown below for the courtroom. Please click a WebEx Direct URL link below to join the hearing online.

Audio and video recording; taking pictures of remote hearings; and sharing the live or recorded remote hearing by rebroadcasting, live-streaming or otherwise are not allowed

Division	Courtroom	Types of Hearings Scheduled in Courtroom	Public Access via WebEx	
			WebEx Direct URL	WebEx Meeting ID
Auditor Master	206	Auditor Master Hearings	https://dccourts.webex.com/meet/ctbaudmaster	129 648 5606
Civil	100	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	https://dccourts.webex.com/meet/ctb100	129 846 4145
	205	Foreclosure Matters	https://dccourts.webex.com/meet/ctb205	129 814 7399
	212	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	https://dccourts.webex.com/meet/ctb212	129 440 9070
	214	Title 47 Tax Liens; and Foreclosure Hearings	https://dccourts.webex.com/meet/ctb214	129 942 2620
	219	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	https://dccourts.webex.com/meet/ctb219	129 315 2924
	221	Civil 1 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	https://dccourts.webex.com/meet/ctb221	129 493 5162
	318	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	https://dccourts.webex.com/meet/ctb318	129 801 7169
	320		https://dccourts.webex.com/meet/ctb320	129 226 9879

400	Judge in Chambers Matters including Temporary Restraining Orders, Preliminary Injunctions and Name Changes	https://dccourts.webex.com/meet/ctb400	129 339 7379
415	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	https://dccourts.webex.com/meet/ctb415	129 314 3475
516		https://dccourts.webex.com/meet/ctb516	129 776 4396
517		https://dccourts.webex.com/meet/ctb517	129 911 6415
518		https://dccourts.webex.com/meet/ctb518	129 685 3445
519		https://dccourts.webex.com/meet/ctb519	129 705 0412
JM-4		https://dccourts.webex.com/meet/ctbjm4	129 797 7557
A-47	Housing Conditions Matters	https://dccourts.webex.com/meet/ctba47	129 906 2065
B-52	Debt Collection and Landlord and Tenant Trials	https://dccourts.webex.com/meet/ctbb52	129 793 4102
B-53	Landlord and Tenant Matters including Lease Violation Hearings and Post Judgment Motions	https://dccourts.webex.com/meet/ctbb53	129 913 3728
B-109	Landlord and Tenant Matters	https://dccourts.webex.com/meet/ctbb109	129 127 9276
B-119	Small Claims Hearings and Trials	https://dccourts.webex.com/meet/ctbb119	129 230 4882