

No. A \_\_\_\_\_

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IN THE  
SUPREME COURT OF THE UNITED STATES

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MARY L. DOHERTY, JAMES DOHERTY, JOHN DOHERTY,

*Petitioners,*

v.

ALLSTATE INDEMNITY COMPANY,

*Respondent.*

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Exhibits for  
Application to Recall and Stay the Mandate  
of The Third Circuit Court of Appeals  
pending Preparation, Filing and Dispensation of a Petition for Writ of Certiorari

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DIRECTED TO  
THE HONORABLE SAMUEL A. ALITO,  
ASSOCIATE JUSTICE OF THE SUPREME COURT  
AND CIRCUIT JUSTICE FOR THE THIRD CIRCUIT

---

Respectfully submitted,

JOSEPH Q. MIRARCHI, ESQUIRE  
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*Counsel for Petitioners  
Member of*

*The United States Supreme Court Bar; The U.S. Court of Appeals, 3<sup>rd</sup> Cir. Bar;  
The U.S. District Court, E.D., PA Bar; and The Pennsylvania Bar Association.*

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# **EXHIBIT “A”**

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT  
June 15, 2018  
**No. 17-1860**

MARY L. DOHERTY;  
JAMES DOHERTY;  
JOHN DOHERTY,  
Appellants

v.

ALLSTATE INDEMNITY COMPANY

(E.D. Pa. No. 2-15-cv-05165)

Present: GREENAWAY, JR., RENDELL and FUENTES, Circuit Judges

Motion by Appellants to Stay the Issuance of the Mandate Pending  
Disposition of a Petition for Writ of Certiorari in the United States  
Supreme Court

Respectfully,  
Clerk/dwb

ORDER

The foregoing motion is denied.

By the Court,

s/Joseph A. Greenaway, Jr.  
Circuit Judge

Dated: June 28, 2018

cc:

Joseph Q. Mirarchi, Esq.  
John J. Donnelly, Jr., Esq.  
Brian J. Madden, Esq.

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT  
March 30, 2018

No. 17-1860

MARY L. DOHERTY, et al  
Appellants

v.

ALLSTATE INDEMNITY COMPANY

(E.D. Pa. No. 2-15-cv-05165)

Present: GREENAWAY JR., RENDELL and FUENTES, Circuit Judges

1. Motion by Appellants' Seeking Leave to Exceed the Court's Word Limit on their Reply Brief
2. Amended Motion by Appellants' Seeking Leave to Exceed the Court's Word Limit on their Reply Brief
3. Second Amended Motion by Appellants' Seeking Leave to Exceed the Court's Word Limit, construed as a Motion for Leave to File a Corrected Reply Brief

Respectfully,  
Clerk/EMA

\_\_\_\_\_  
ORDER\_\_\_\_\_

The foregoing motion is granted.

By the Court,

s/Joseph A. Greenaway, Jr.  
Circuit Judge

Dated: June 28, 2018

cc:

Joseph Q. Mirarchi, Esq.  
John J. Donnelly, Jr., Esq.  
Brian J. Madden, Esq.

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT  
January 17, 2018

No. 17-1860

MARY L. DOHERTY;  
JAMES DOHERTY;  
JOHN DOHERTY,

Appellants

v.

ALLSTATE INDEMNITY COMPANY

(E.D. Pa. No. 2-15-cv-05165)

Present: GREENAWAY, JR., RENDELL and FUENTES, Circuit Judges

1. Motion by Appellee for Leave to File a Supplemental Appendix, to the extent it seeks to expand the record
2. Motion filed by Appellants James Doherty, John Doherty and Mary L. Doherty to Strike Striking Portions of Appellee's Supplemental Appendix and Brief containing or referencing documents not in the record before the district court.
3. Response filed by Appellee Allstate Indemnity to Motion to Strike Portions of the Supplemental Appendix.
4. Reply filed by Appellants James Doherty, John Doherty and Mary L. Doherty in Further Support of their Motion to Strike and in Further Opposition to Appellees' Response.

Respectfully,  
Clerk/MS/dwb

ORDER

The foregoing motion to file a supplemental appendix is granted. The Appellants' motion to strike is denied.

By the Court,

s/Joseph A. Greenaway, Jr.  
Circuit Judge

Dated: June 26, 2018

cc:

Joseph Q. Mirarchi, Esq.  
John J. Donnelly, Jr., Esq.  
Brian J. Madden, Esq.

OFFICE OF THE CLERK

PATRICIA S. DODSZUWEIT  
CLERK

UNITED STATES COURT OF APPEALS  
21400 UNITED STATES COURTHOUSE  
601 MARKET STREET  
PHILADELPHIA, PA 19106-1790  
Website: [www.ca3.uscourts.gov](http://www.ca3.uscourts.gov)

TELEPHONE  
215-597-2995



June 28, 2018

Ms. Kate Barkman  
United States District Court for the Eastern District of Pennsylvania  
James A. Byrne United States Courthouse  
601 Market Street  
Room 2609  
Philadelphia, PA 19106

RE: Mary Doherty, et al v. Allstate Indemnity  
Case Number: 17-1860  
District Court Case Number: 2-15-cv-05165

Dear Ms. Barkman:

Enclosed herewith is the certified judgment together with copy of the opinion in the above-captioned case. The certified judgment is issued in lieu of a formal mandate and is to be treated in all respects as a mandate.

Counsel are advised of the issuance of the mandate by copy of this letter. The certified judgment is also enclosed showing costs taxed, if any.

Very Truly Yours,  
Patricia Dodszuweit, Clerk

By: Desiree  
Case Manager  
267-299-4252

cc: John J. Donnelly, Jr., Esq.  
Brian J. Madden, Esq.  
Joseph Q. Mirarchi, Esq.

UNITED STATES COURT OF APPEALS  
FOR THE THIRD CIRCUIT

---

No. 17-1860

---

MARY L. DOHERTY;  
JAMES DOHERTY;  
JOHN DOHERTY,  
Appellants

v.

ALLSTATE INDEMNITY COMPANY

---

APPEAL FROM THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
(D.C. Civ. Action No. 2:15-cv-05165)  
District Judge: Honorable Gerald J. Pappert

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Submitted Under Third Circuit L.A.R. 34.1(a)  
April 20, 2018

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Before: GREENAWAY, JR., RENDELL, and FUENTES, *Circuit Judges*.

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JUDGMENT

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This cause came to be considered on the record from the United States District Court for the Eastern District of Pennsylvania and was submitted pursuant to Third Circuit L.A.R. 34.1(a) on April 20, 2018. On consideration whereof, it is now hereby ORDERED and ADJUDGED by this Court that the order of the District Court entered on

April 6, 2017 is hereby AFFIRMED. Costs are taxed against the Appellants. All of the above in accordance with the Opinion of this Court.

ATTEST:

s/ Patricia S. Dodszuweit  
Clerk

Dated: May 25, 2018

Costs added hereto in favor of Appellee Allstate Indemnity as follows:

Brief.....	\$ 358.28
Appendix.....	\$ 151.58
Brief Copies.....	\$ 82.36
<hr/>	
<b>Total.....</b>	<b>\$ 592.22</b>



Teste: *Patricia S. Dodszuweit*  
Clerk, U.S. Court of Appeals for the Third Circuit

NOT PRECEDENTIAL

UNITED STATES COURT OF APPEALS  
FOR THE THIRD CIRCUIT

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No. 17-1860

---

MARY L. DOHERTY;  
JAMES DOHERTY;  
JOHN DOHERTY,  
Appellants

v.

ALLSTATE INDEMNITY COMPANY

---

APPEAL FROM THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
(D.C. Civ. Action No. 2:15-cv-05165)  
District Judge: Honorable Gerald J. Pappert

---

Submitted Under Third Circuit L.A.R. 34.1(a)  
April 20, 2018

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Before: GREENAWAY, JR., RENDELL, and FUENTES, *Circuit Judges*.

(Opinion Filed: May 25, 2018)

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OPINION\*

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\* This disposition is not an opinion of the full Court and pursuant to I.O.P. 5.7 does not constitute binding precedent.

GREENAWAY, JR., *Circuit Judge.*

Appellants-insureds Mary Doherty, James Doherty, and John Doherty (“the Dohertys”) seek review of the District Court’s order of April 6, 2017 granting summary judgment on their breach of contract, bad faith, and unfair trade practices claims in favor of Appellee-insurer Allstate Indemnity Company (“Allstate”). For the reasons below, we will affirm the order of the District Court.

## **I. FACTS**

In December 2005, Mary Doherty met with Thomas McKeon of the McKeon Agency (“McKeon”—an agency that is licensed to sell Allstate insurance policies—and his associate to discuss her insurance needs for two properties located in Bryn Mawr, Pennsylvania. The Dohertys allege that she told the agency she was seeking the “best possible landlord-related property insurance” and that the agency “assured [her] that its [Landlord Policy] was the best possible coverage” for her properties. App. 5.

The Dohertys soon thereafter insured their properties with an Allstate policy (hereinafter “the Policy”). The Policy enumerates the losses that it ensures. It provides, *inter alia*:

**We** will cover sudden and accidental direct physical loss to property described in **Coverage A—Dwelling Protection** and **Coverage B—Other Structures Protection** except as limited or excluded in this policy.

App. 1068. As their names suggest, Coverage A covers property damage to an insured’s dwelling and attaching structures, while Coverage B insures property that is separated from a dwelling by a clear space. Both coverages were included in the Policy. Furthermore,

under the heading “Losses We Do Not Cover Under Coverages A and B,” the Policy disclaimed coverage relating to, *inter alia*, below surface substances, enforcement of building codes and ordinances, wear and tear, and seepage. App. 1068-69. The Policy also excluded from coverage losses caused by vandalism, as well as losses caused by “[a]ny act of a **tenant**, or guests of a **tenant**, unless the act results in sudden and accidental direct physical loss” resulting from a list of enumerated sources. App. 1070.

On October 21, 2013, the Dohertys leased the insured properties to two groups of student tenants. The leases were supposed to run from June 1, 2014 to May 31, 2015. However, the tenants broke the lease on August 31, 2014, in light of the fact that the dwellings were uninhabitable—extensive damage to the properties existed, “including but not limited to broken windows, buckled hardwood floors, water stains and ceiling damage, removed and damaged fixtures and doors, detached ceiling lights and smoke alarms, water damage in the basement, peeling paint, an overgrown lawn, dirty floors and surfaces, a broken stove and refrigerator and trash and mice droppings.” App. 10-11.

The police and Radnor Township Code Official Ray Daly responded to the tenants’ complaints and documented the property damage and code violations. Daly subsequently returned to the dwellings to post notifications of violation that enumerated various code infractions and ordered Doherty to remedy them. Radnor Township ultimately revoked the student rental licenses for the properties due to the violations. Then, on September 24, 2014, the Township sued the Dohertys in the Delaware County Court of Common Pleas. It alleged that the properties were uninhabitable and that the Dohertys failed to allow

Township officials to inspect the premises in conformity with the Township's Rental Housing Code.

Just prior to when the lawsuit was filed, Mary Doherty faxed a letter to McKeon and to Allstate's corporate office on September 6, 2014, stating that she was making a claim for property damage and loss of rent. Allstate misplaced the letter in a file of a pre-existing claim involving the Dohertys. Then on October 4, 2014, Mary Doherty faxed another letter, inquiring why there had been no response to her previous communication. McKeon received the letter and had an associate call and speak with her on the same day. The associate communicated that Doherty could set up a claim by calling 1-800-ALLSTATE, and then followed up with an e-mail. The Dohertys did not comply, and a claim was therefore not opened at that time.

Meanwhile, the Dohertys hired John Rush, a home repair contractor, to estimate the damage, prepare a report, and repair the properties. Then, in November 2014—despite the fact that the Township had revoked her rental license—they leased one of the units to Devin Good and other student renters. Good, however, contends that he spoke with the Township shortly after attempting to move in and was told that he could not do so due to the deplorable living conditions.

On July 30, 2015, Mary Doherty sent another letter to McKeon to complain about Allstate's refusal to acknowledge her claim. She notified Allstate that the Doherty's damages approached \$400,000 and that the Township's September 2014 lawsuit invoked Allstate's duty to defend. Allstate opened a claim on August 7, 2015, and its claim adjustor, Tiara Myrick, called Mary Doherty. In a voicemail, Myrick provided her with a claim

number and left another message to this effect on August 11. Mary Doherty responded by sending another letter on the same day, contending that “[t]here seems to be some confusion in Allstate’s claims handling process.” App. 19. Myrick tried communicating with Doherty thereafter, but Doherty “respond[ed] with numerous legal documents.” App. 20. Additional attempts by Myrick to contact Mary Doherty were futile.

The Dohertys filed their initial complaint against Allstate in Delaware County for breach of contract, contending that Allstate was required to compensate them for the damage that precipitated the notices of violations and revocations of the renting licenses. Allstate removed the case to the United States District Court for the Eastern District of Pennsylvania. The Dohertys then amended their complaint to add claims under the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”), 73 Pa. Stat. and Cons. Stat. Ann. § 201-1, -9.2(a) (West 2008), and Pennsylvania’s bad faith statute, 42 Pa. Stat. and Cons. Stat. Ann. § 8371 (West 2017). Allstate filed its motion for summary judgment on January 13, 2017, and the Dohertys purported to “verify” the allegations in her complaint thereafter. In their response to the motion, the Dohertys submitted a report from their proposed expert, James Wagner, a public insurance adjuster, estimating the damage sustained and the costs of the necessary repairs, as well as from David Cole, who opined that Allstate’s conduct rose to the level of statutory bad faith. The District Court granted summary judgment on all three claims in favor of Allstate. The Dohertys timely filed this appeal.

## II. DISCUSSION<sup>1</sup>

On appeal, the Dohertys make various arguments contending that the District Court erred in granting summary judgment regarding their breach of contract, bad faith, and UTPCPL claims. “Our review of the District Court’s [summary judgment] decision is plenary, and we apply the same standard as the District Court to determine whether summary judgment was appropriate.” *State Auto Prop. & Cas. Ins. Co. v. Pro Design, P.C.*, 566 F.3d 86, 89 (3d Cir. 2009). Thus, summary judgment is properly granted “if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). For the reasons below, we will affirm the order of the District Court.

As a threshold matter, the Dohertys contend throughout their brief that the Policy was an “all-risk” policy. An “all-risk” policy is a “policy that by definition ‘covers every kind of insurable loss except what is specifically excluded.’” *Betz v. Erie Ins. Exch.*, 957 A.2d 1244, 1256 (Pa. Super. Ct. 2008) (quoting Black’s Law Dictionary 815 (8th ed. 2004)). That is, if the Policy does in fact cover “all-risk,” then all they must do is prove the fact that there was a loss in order to recover. *See Intermetal Mexicana, S.A. v. Ins. Co. of N. Am.*, 866 F.2d 71, 75 (3d Cir. 1989) (“Under an ‘all-risk’ policy, the only questions which need be decided . . . are whether [the plaintiff] has suffered a loss and, if so, whether such loss is excluded from coverage under the policy.” (internal quotation marks omitted))

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<sup>1</sup> The District Court had jurisdiction under 28 U.S.C. § 1332(a), and we have appellate jurisdiction pursuant to 28 U.S.C. § 1291.

(quoting *Plaza 61 v. N. River Ins. Co.*, 446 F. Supp. 1168, 1170 (M.D. Pa. 1978), *aff'd*, 558 F.2d 822 (3d Cir. 1978))). However, the Dohertys' argument is contradicted by the plain language of the Policy, which provides that it "cover[s] *sudden and accidental* direct physical loss to [the] propert[ies].” App. 1068 (emphasis added). The Policy therefore covers only "sudden and accidental" loss, and the Dohertys failed to adduce any evidence that the damage to their properties was anything more than wear and tear and general lack of maintenance. We will therefore affirm the District Court's finding that the damage fell outside of the ambit of the Policy.<sup>2</sup>

The Dohertys put forth five additional primary arguments, none of which is sufficient to create a genuine dispute of material fact or to show that Allstate is not entitled to judgment as a matter of law.

First, the Dohertys contend that the District Court relied on hearsay evidence in granting summary judgment in favor of Allstate. However, they do not state *what* evidence that the District Court relied on constituted hearsay—instead, they only conclusively assert their "objections were based upon a plausible argument that the proffered evidence was

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<sup>2</sup> On this basis, we reject the Dohertys' argument that the District Court erred by granting summary judgment in Allstate's favor on their breach of contract claim. Furthermore, the Dohertys contend that the District Court was compelled to apply a so-called "mend and hold" doctrine because, according to them and without any further explanation, "the record shows that Allstate has impermissibly attempted to change the basis for its denial of the Dohertys' claim." Appellee Br. at 53 (citing *Railway Co. v. McCarthy*, 96 U.S. 258, 267-68 (1877)). To the contrary, Allstate has consistently maintained throughout this litigation that the Policy is not an "all-risk" policy, and that the damage that occurred was not "sudden and accidental," which—as discussed *supra*—we agree with.

inadmissible-as [sic] unauthenticated and containing multiple levels of hearsay.” Appellant Br. at 33. Regardless, contrary to the Dohertys’ assertions, the record reflects that the District Court adequately accounted for their hearsay objections below. *See* App. 11 n.9 (“While several documents referenced here arguably contain hearsay and may not be considered in deciding whether or not to grant summary judgment on Doherty’s breach of contract claim, they are relevant and appropriately considered when assessing her bad faith claim as they were part of Allstate’s investigation and coverage decision.”).<sup>3</sup>

Second, the Dohertys curiously argue that the District Court “improperly weighed Mary Doherty’s credibility” because it, *inter alia*, “repeatedly discuss[ed] Mrs. Doherty’s advanced education and knowledge of legal matters” and relied on her testimony made at a pretrial conference where she alleged that Township officials were responsible for damaging her properties and which was held before she decided to retain counsel. App. Br. at 37. However, the District Court did no such thing. Rather, the District Court made clear that, at the pretrial conference, “Doherty was not under oath and her statements that day are not record evidence.” App. 23 n.22. Rather, the District Court discussed her

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<sup>3</sup> The Dohertys also argue that “large portions of Allstate’s evidence is hearsay” and that “the district court was required to exclude it from consideration in its analysis of Allstate’s summary judgment motion.” Appellant Br. at 48. However, they do not identify what evidence was hearsay, nor do they cite any precedential case of this Court to support their position. We therefore decline to find that the District Court erred on this basis. Regardless, inadmissible hearsay is not grounds for reversal where there was “sufficient evidence without [the improperly admitted evidence] to support the district court’s conclusion.” *Blackledge v. Blackledge*, 866 F.3d 169, 187 (3d Cir. 2017) (quoting *Winston ex rel. Winston v. Children & Youth Servs. of Del. Cty.*, 948 F.2d 1380, 1391 n.7 (3d Cir. 1991)).

statements for the narrow purpose of “show[ing] what Allstate, through its counsel, learned about Doherty’s allegations regarding the property damage.” *Id.* Furthermore, the Dohertys’ implication that Mary Doherty’s legal education inured to her detriment finds no basis in the record. *See United States v. Wilensky*, 757 F.2d 594, 598 (3d Cir. 1985) (“[I]n order to reverse on grounds of excessive judicial intervention, the record must . . . disclose actual bias” (internal quotation marks omitted)). None of the District Court’s analysis constituted error of any kind.<sup>4</sup>

In a similar vein, the Dohertys argue that the District Court improperly weighed the credibility of their two experts, James Wagner and David Cole. It did not. As to Wagner, they contend that the District Court erred in disregarding Wagner’s report—which merely contains an itemized list of allegedly necessary repairs and their estimated costs—in finding that “the record contains little to no information regarding the alleged damaged conditions or the characteristics of those conditions that suggest they occurred suddenly and accidentally.” App. 45. It did not—the District Court properly recognized that the report did not bear on whether the damage was “sudden and accidental” because it contains

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<sup>4</sup> The Dohertys also argue that the District Court improperly “inferred a negative credibility determination on Mrs. Doherty” by referencing the “Chester matter.” Appellant Br. at 36. That matter originated with a libel and slander suit brought by Mary Doherty and which the defendant, Joanne Chester, spent a considerable amount of attorneys’ fees to defeat. Mrs. Doherty subsequently opened a claim with Allstate after Chester attempted to recoup her defense costs. The District Court referenced this matter for the sole purpose of indicating that Allstate inadvertently “put the [September 6, 2014] letter in the file of a pre-existing claim involving the Dohertys (“the Chester file”).” App. 13. The basis of the Dohertys’ claim is therefore entirely without merit, as there is no evidence that the District Court either misrepresented the facts of the matter or drew any improper inferences about her.

no information as to the manner that the damage occurred. Furthermore, the existence of Cole's report did not preclude the District Court from granting summary judgment on the Dohertys' bad faith claim. *See Advo, Inc. v. Phila. Newspapers, Inc.*, 51 F.3d 1191, 1198 (3d Cir. 1995) ("When an expert opinion is not supported by sufficient facts to validate it in the eyes of the law, or when indisputable record facts contradict or otherwise render the opinion unreasonable, it cannot support a jury's verdict." (quoting *Brooke Grp. Ltd. v. Brown & Williamson Tobacco Corp.*, 509 U.S. 209, 242 (U.S. 1993))). Here, the record is clear that Allstate did not act in bad faith because its misfiling of the September 6, 2014 letter was inadvertent, and, after recognizing this mistake, repeatedly contacted Mary Doherty to instruct her how to open a claim. Thus, the District Court committed no error by granting summary judgment despite the contentions set forth in Cole's report.<sup>5</sup>

Third, the Dohertys contend that the District Court improperly found that Mary Doherty's conversion of her pleading into a verified complaint—which, for the purposes of summary judgment are treated as affidavits, *see Revock v. Cowpet Bay W. Condo. Ass'n*, 853 F.3d 96, 100 n.1 (3d Cir. 2017)—constituted a sham affidavit. The "sham affidavit" doctrine allows courts to disregard "a contradictory affidavit that indicates only that the

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<sup>5</sup> For this reason, we also reject the Dohertys' argument that the District Court erred by granting summary judgment on their bad faith claim under 42 Pa. Stat. and Cons. Stat. Ann. § 8371. To prove a bad faith claim in Pennsylvania, "a plaintiff must demonstrate, by *clear and convincing evidence*, (1) that the insurer did not have a reasonable basis for denying benefits under the policy and (2) that the insurer knew or recklessly disregarded its lack of a reasonable basis in denying the claim." *Rancosky v. Wash. Nat'l Ins. Co.*, 170 A.3d 364, 377 (Pa. 2017) (emphasis added); *see also W.V. Realty, Inc. v. N. Ins. Co.*, 334 F.3d 306, 312 (3d Cir. 2003). The Dohertys cannot meet this standard because, as discussed *supra*, the Policy did not cover the damage to her properties.

affiant cannot maintain a consistent story or is willing to offer a statement solely for the purpose of defeating summary judgment.” *Jiminez v. All Am. Rathskeller, Inc.*, 503 F.3d 247, 253 (3d Cir. 2007). In the final version of her pleading-turned-affidavit, Doherty—for the first time—alleged that McKeon misrepresented that the Policy would include very specific coverage. However, the District Court correctly held that the record did not substantiate this allegation in any respect: Mary Doherty never testified to such effect, and she failed to submit an actual affidavit to clarify her testimony. We will therefore affirm the District Court’s holding that the verified complaint was a sham. *See id.* (“[I]f it is clear that an affidavit is offered solely for the purpose of defeating summary judgment, it is proper for the trial judge to conclude that no reasonable jury could accord that affidavit evidentiary weight and that summary judgment is appropriate.”).

Fourth, the Dohertys argue that the District Court erred by granting Allstate’s motion to quash certain subpoenas seeking additional evidence of Allstate’s policies and procedures. “We review the denial of a motion to quash a[] . . . subpoena for abuse of discretion.” *Wedgewood Vill. Pharmacy, Inc. v. United States*, 421 F.3d 263, 268 n.5 (3d Cir. 2005). Here, discovery was supposed to end on November 17, 2016, and the Dohertys served upon Allstate four subpoenas to testify and produce documents regarding four additional employees who had no ostensible and direct relation to their claims. The denial of such an eleventh-hour request is far from an abuse of discretion, which requires that “the District Court’s decision rests upon a clearly erroneous finding of fact, an errant conclusion of law or an improper application of law to fact.” *Id.* at 268 n.5 (quoting *NLRB v. Frazier*, 966 F.2d 812, 815 (3d Cir. 1992)).

Lastly, the Dohertys argue that the District Court incorrectly dismissed their UTPCPL claim because “[t]he Dohertys’ evidence is sufficient to prove Allstate’s deceptive conduct.” Appellant Br. at 62. In order to recover under the UTPCPL, a plaintiff’s claim must “encompass . . . claims of unfair and deceptive acts or practices in the conduct of any trade or commerce.” *Ash v. Cont'l Ins. Co.*, 932 A.2d 877, 882 (Pa. 2007). However, we agree with the District Court that “[t]he most specific misrepresentation Doherty testified to in her deposition concerned those purportedly made to her by Allstate in pamphlets that told her that she ‘was in good hands.’ This allegation fails as a matter of law because this statement—that she was in good hands—constitutes mere puffery.” App. 75-76 (citation omitted); *see Victaulic Co. v. Tieman*, 499 F.3d 227, 236 (3d Cir. 2007) (“Often, marketing material is full of imprecise puffery that no one should take at face value.”). The record is devoid of any deceptive or fraudulent behavior by Allstate or McKeon, and the Dohertys’ UTPCPL claim therefore fails as a matter of law.

### **III. CONCLUSION**

For the aforementioned reasons, we will affirm the order of the District Court.

# **EXHIBIT “B”**

David E. Cole, Esquire  
12050 Sinepuxent Road  
Berlin, MD 21811

February 22, 2017

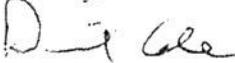
Joseph Q. Mirarchi, Esquire  
2000 Market Street, 29<sup>th</sup> Floor  
Suite 2925  
Philadelphia, PA 19103

Re: Mary Lou Doherty, James Doherty and John Doherty v. Allstate Insurance Company and  
McKeon Agency, Inc.

Dear Mr. Mirarchi:

I am in receipt of defense counsel's February 21, 2017 letter to the Court in this matter. In his letter, counsel argues that a sentence taken from my December 9, 2016 report in this matter is in conflict with plaintiffs' argument regarding the type of policy sold to plaintiffs and the coverages available to plaintiffs under the policy. This sentence was taken out of context with the remainder of the paragraph in my report. It is my opinion as expressed in my report that the wording of the policy Declarations combined with the circumstances surrounding the sale of the policy to the plaintiff's could reasonably lead plaintiff's to believe they were purchasing an "All Perils" policy for their rental property, when all perils were not in fact covered by the policy. There was, for example, limited coverage for vandalism and tenant abuse. (My report also stated that there was no building codes coverage under the policy. Subsequently, I learned that such coverage, while not part of the original policy, was later added). I concluded in my report that this inconsistency between what coverages Plaintiff's thought they purchased and what coverages the policy actually provided appears to be deceptive and in violation of the UTCPPL.

Sincerely,



David E. Cole

A3845

David E. Cole, Esquire  
12050 Sinepuxent Road  
Berlin, MD 21811

January 16, 2017

Joseph Q. Mirarchi, Esquire  
2000 Market Street, 29<sup>th</sup> Floor  
Suite 2925  
Philadelphia, PA 19103

Re: Mary Lou Doherty, James Doherty and John Doherty v. Allstate Insurance Company and McKeon Agency, Inc.

Dear Mr. Mirarchi:

I previously issued a report in this matter dated December 9, 2016. You subsequently provided me with a December 29, 2016 report authored by defendants' expert Richard L. McMonigle, Jr., Esquire. I know Mr. McMonigle personally and I respect his expertise in the law of insurance bad faith, but I respectfully disagree with his conclusion in this matter and I request an opportunity to respond to his report. In offering a supplemental report, I adopt the facts of the case as set forth in my initial report.

In my initial report I concluded that defendants acted unreasonably in the handling of the Dohertys' property damage claim and that their conduct was reckless. I believe defendants' conduct was unreasonable in acknowledging, investigating and denying plaintiffs' claim. Mr. McMonigle has concluded in contrast in his report that defendants' conduct in this matter was reasonable. For the reasons that follow, I respectfully disagree with his conclusion.

Before addressing the reasons I disagree with Mr. McMonigle's conclusion, I believe it is important to address the claim handling standards Mr. McMonigle uses in his report to assess Allstate's conduct.

I agree with Mr. McMonigle that implied in every contract of insurance there is the duty of the insurer to deal with the insured fairly and in good faith. *Miller v. Keystone Insurance Company*, 636 A. 2d 1109 (Pa. 1994). He also sets out at page 21 of his report the two-part test to establish bad faith claim handling under 42 Pa.C.S.A. § 8371: (1) the insurer did not have a reasonable basis for its actions and (2) the insurer knew or recklessly disregarded its lack of a reasonable basis for its actions. He also states that the second prong of this test requires an element of *scienter*; such as requiring proof that the insurer acted with a dishonest purpose or through some motive of self-interest or ill-will. It is not clear, however, that such proof is necessary to prove the insurer knew or recklessly disregarded its lack of a reasonable basis for its actions. Indeed, the case of

✓ 170 A.3d 349 (2017)

*Rancosky v. Washington National Insurance Company* is currently before the Pennsylvania Supreme Court on the issue of whether proof of self-interest or ill-will is essential to recover for bad faith or just a factor to be considered.

In evaluating an insurer's conduct, reference may be made to Pennsylvania's claim handling guidelines found in the UIPA and its regulations. *Romano v. Nationwide Mutual Fire Insurance Company*, 646 A.2d 1228 (Pa. Super 1994). I pointed out in my initial report that, in my opinion, Allstate in this matter failed to comply with the requirements of the UIPA and its regulations. These included failure to timely acknowledge plaintiffs' claim and failure to timely investigate their claim and make a claim determination.

While giving lip service to these requirements in his report, Mr. McMonigle instead concludes that Allstate's actions were consistent with insurance industry custom and practice, without defining what custom and industry practice to which he is referring. As discussed in my initial report and again addressed below, Allstate's actions, in my opinion, neither complied with the UIPA and its regulations nor with accepted insurance industry custom and practice. I also suspect that Allstate's actions in this matter did not comply with its own internal claims handling practices, although I have not been provided such claims practices to review. Perhaps none exist, as Tiara Myrick, Allstate's claim representative assigned to the plaintiffs' claim in her deposition in this matter seems to suggest that she received no training on the requirements of Pennsylvania claims handling law. If none exist, this would raise a question of "institutional" bad faith.

Acknowledging Plaintiffs' Claim:

In my initial report I detailed a chronology that showed plaintiffs' first notified Allstate and its agent McKeon of their property loss claim in a September 6, 2014 letter, but that it was not until August 7, 2015, and after three additional letters from plaintiffs notifying Allstate and McKeon of their claim that Allstate finally opened a claim file and acknowledged receipt of the claim to the plaintiffs. On its face, after receipt of four claim notice letters and a delay of almost one year in establishing a claim file and acknowledging the claim to plaintiffs, the defendants' delay was, in my opinion, unreasonable.

Mr. McMonigle acknowledges the delay, as he must, but offers in his report several explanations for the delay. First, he argues that the McKeon's responses to several of the plaintiffs' letters were sufficient responses on behalf of Allstate. Let's review what responses in fact McKeon made to each of the first three claim notice letters. A handwritten note by McKeon on plaintiffs' September 6, 2014 letter states "Rec'd - no claim recorded L/M for Mary Lou Doherty". This handwritten note acknowledges McKeon's receipt of plaintiffs' claim notice letter. It also recognizes that to date no claim file had been established by Allstate. The note also purports to show that McKeon attempted to call Mary Lou Doherty, presumably to find out about the claimed loss. The record shows, however, that McKeon did nothing further. They neither made additional

attempts to contact Ms. Doherty or to refer the claim to Allstate for handling. Had McKeon taken either of these simple steps, plaintiffs' claim could have been more timely established and investigated.

McKeon also authored a handwritten note on plaintiffs' second (October 4, 2014) claim notice letter stating "Sp. w/Mary Lou – gave her info to call to file a claim – nothing was established". This handwritten note again acknowledges McKeon's receipt of plaintiffs' letter and that to date no claim had been established. The note also purports to show that McKeon told Ms. Doherty how to file a claim with Allstate. The note, however, does not detail what action plaintiffs were to take to establish a claim, but from the file record it is likely that McKeon told Doherty to call the Allstate 800 #. The record shows, again, that McKeon did nothing further.

McKeon apparently made no attempt to determine if Ms. Doherty successfully reported the claim using the 800 # or needed help in doing so. Nor did McKeon report the claim to Allstate for handling. Allstate's Lisa Handlovic in an October 15, 2014 entry in the Chester claim file noted that she was assured by McKeon that based on Doherty's October 4, 2014 letter McKeon would establish a property loss claim for the plaintiffs. McKeon did not do so. Again, either of these steps would have established the claim with Allstate and allowed for a timely investigation.

Likewise, in a June 26, 2015 entry by Handlovic in the Chester file she noted that she spoke with McKeon in response to the plaintiffs' June 12, 2015 claim notice letter and thought McKeon was going to open a claim file. Again, McKeon did not do so. Nor does it appear from the record that McKeon attempted to contact the plaintiffs about their claim in response to this letter.

It is a bit surprising that McKeon does not have more information in their file relating to plaintiffs' claim. This is particularly true since the plaintiffs were longtime clients. In any event, McKeon's responses to plaintiffs' multiple claim notice letters were hardly sufficient, in my opinion, and did not serve to satisfy Allstate's obligation to timely acknowledge plaintiffs' claim notifications and establish a corresponding claim file. This is particularly true when in response to plaintiffs' fourth claim notification letter of July 30, 2015, McKeon properly notified Allstate of their claim and a claim file was duly established by Allstate within a week.

Mr. McMonigle also repeatedly argues in his report that plaintiffs were responsible for Allstate's untimely acknowledgment and investigation of their claim. He asserts that Allstate's misfiling of plaintiffs' first three claim notice letters was due to plaintiffs' failure to include in their letters a date of loss or cause of their property loss. I note that there is no requirement under Pennsylvania law or under the Allstate policy that a policyholder must include a date and cause of loss to have a valid claim. As I noted in my initial report, insurers are often presented with claims without listed dates of loss or loss causes. This does not prevent them or excuse them from opening a claim file to

investigate their policyholder's claim. Interestingly, Allstate had no difficulty in establishing a claim file with a date of loss and loss cause in response to plaintiffs' fourth claim notification letter, which also contained no loss date or cause of loss.

Mr. McMonigle attempts to excuse Allstate's conduct here by describing plaintiffs' claim as unusual, by which one assumes he means difficult. For those of us who have worked in the insurance business for as long as Mr. McMonigle and I have, we have all seen many unusual claims presented, even those lacking a date of loss or loss cause, and yet the involved insurers were still able to timely establish claim files and investigate the claims. He even implies that there was something nefarious in plaintiffs' failure to include a loss date and cause of loss in their claim notice letters, that by failing to include this information in their letters, plaintiffs were attempting to confuse Allstate and McKeon into failing to act on their claim and thereby create a bad faith claim. There is evidence in the record that plaintiffs simply did not know exactly when the damage to their property occurred, although they reported it to Allstate and McKeon as soon as it was discovered, and who or what caused the damage. This loss date/cause of loss excuse, in my opinion, is untelling and a "red herring" argument.

Mr. McMonigle also purports to argue that plaintiffs' failure to report their claim to Allstate using the toll free 800 # excuses Allstate's failure to timely acknowledge and investigate plaintiffs' property loss claim. This is, in my opinion, another "red herring", and insufficient to excuse Allstate's conduct. As I noted in my initial report, while using Allstate's 800 # to report a claim may be the most prevalent way to report a claim these days, it is not the required way or the only way.

The plaintiffs had the choice to notify Allstate of their claim by letter rather than phone. Both Allstate Claim Representative Clair Erskine who was assigned to the plaintiffs' claim, and Thomas McKeon in their depositions acknowledge that an accepted method to report a claim is to report it to an Allstate agent. To help ensure that their claim was received, plaintiffs sent duplicate claim notice letters to their Allstate agent, McKeon.

Many of us are old enough to remember a time when there were no 800 #'s to report claims. Policyholders routinely reported claims in the first instance to their company agent, who then reported the claim to their insurer for handling. It continues to be my opinion that plaintiffs' notice of their claim by letters to Allstate and their Allstate agent satisfied their burden to timely report their claim. It is also my opinion that McKeon's failure to act as discussed above, Allstate's admitted alleged misfiling of three of plaintiffs' claim notice letters and Ms. Handlovic's failure to establish a claim for the plaintiffs when by her own file notes she recognized the claim was new, was unreasonable. And, the repetitiveness of Allstate's conduct makes their conduct reckless, in my opinion.

Investigating Plaintiffs' Claim:

Mr. McMonigle argues in his report that the information provided by the plaintiffs in their four claim notice letters was insufficient to allow Allstate to investigate their claimed loss and make a coverage determination. As I have outlined above, I believe plaintiffs' letters were sufficient to place Allstate on notice of their claim and allow Allstate to investigate the claim. He further argues that the evidence gained during discovery in this litigation was needed to conduct a proper investigation of plaintiffs' claim and reach a claim determination. This argument is belied by the fact that Allstate through its counsel Mr. Madden denied plaintiffs' claim in an October 23, 2015 letter advising them that "The Plaintiffs' claim against Allstate appears to be related to licensing issues regarding her rental properties at 949-951 Glenbrook Avenue, Bryn Mawr, PA.", and "The [Plaintiffs October 15, 2015 letter] correspondence offers no explanation of any purported insurable loss at these properties."

Mr. Madden in his subsequent November 12, 2015 letter to plaintiffs reiterated Allstate's position stating "Please be advised that your ongoing issues with Radnor Township do not present a legally cognizable claim under your homeowners' policy with Allstate."

No discovery in this litigation had occurred by the time of Mr. Madden's October 23, 2015 letter. Plaintiffs' suit against Allstate was only filed on August 28, 2015. Allstate by October 23, 2015 appears to have concluded they had sufficient investigation to determine there was no coverage for plaintiffs' claim. Litigation discovery was not used by Allstate in conducting their investigation.

Denial of Plaintiffs' Claim:

Nor did information gained by Allstate during litigation discovery provide the ground for their denial of plaintiffs' claim. Mr. Madden's letters clearly state the ground for Allstate's denial was the conclusion that plaintiffs' claim was based on their ongoing dispute with Radnor Township. Allstate has maintained their denial based on this reason to this day. Allstate never considered another cause of plaintiffs' loss prior to their claim denial. They focused on this cause and did not investigate further.

Allstate's contention that it had insufficient information from plaintiffs' claim notification letters to investigate their claim and make a claim decision, and needed litigation discovery to do so is a smokescreen to hide the fact that Allstate had unreasonably failed to investigate plaintiffs' claim and make a claim determination for over a year (September 6, 2014 plaintiffs' initial claim notification letter to Mr. Madden's October 23, 2015 letter). And, Allstate's determination that their claim was not covered because it was based on their ongoing dispute with Radnor Township was also unreasonable, failed to consider any other cause of loss under the policy that may have provided coverage for the loss and showed a reckless disregard for its lack of a reasonable basis for its actions in this matter.

UTPCPL Claim:

Nothing in Mr. McMonigle's report causes me to alter my opinion offered in my initial report.

I offer this supplemental report and my conclusions to a reasonable degree of professional certainty.

Sincerely,

David E. Cole

David E. Cole, Esquire  
12050 Sinepuxent Road  
Berlin, MD 21811

December 9, 2016

Joseph Q. Mirarchi, Esquire  
2000 Market Street, 29<sup>th</sup> Floor  
Suite 2925  
Philadelphia, PA 19103

Re: Mary Lou Doherty, James Doherty and John Doherty v. Allstate Insurance Company and McKeon Agency, Inc.

Dear Mr. Mirarchi:

You have requested my analysis and opinion of Allstate Insurance Company's (Allstate) and McKeon Agency, Inc.'s (McKeon) conduct that is the subject of the above-captioned action.

I am an insurance litigation consultant. I also currently serve as Executive Director for the Philadelphia Association of Defense Counsel. From 2002-2016 I also served as Executive Director for the Pennsylvania Defense Institute. From 1988-2002, I served as counsel in various capacities with Nationwide Mutual Insurance Company in Pennsylvania. During that time, I oversaw Nationwide's compliance with Pennsylvania's insurance claim handling laws and regulations. I was also responsible for supervision of litigation filed against Nationwide in Pennsylvania. Attached please find a copy of my resume.

Based on my experience, and after careful consideration of the facts of this case and applicable Pennsylvania law, for the reasons that follow I believe that Allstate and McKeon acted unreasonably in this matter.

In reaching my conclusion, I have reviewed the material you provided me. This material includes pleadings, discovery and various motions in this matter, material from Allstate's claim file and plaintiffs' Allstate insurance policy.

FACTS

The relevant facts in this matter may be summarized as follows:

Plaintiff's Mary Lou, John and James Doherty (plaintiff's) owned real property located at 949 and 951 Glenbrook Avenue in Bryn Mawr, Radnor Township, Pennsylvania (the property). A duplex on the property was used as a rental property and was insured by plaintiffs for damage through an Allstate "Landlords Package Policy" (the policy). Allstate issued to plaintiff's Landlords Package Policy Declarations listing the policy coverages and limits of liability. These Declarations state that a \$500 "All Peril Deductible Applies" to the Dwelling, Other Structures and Personal Property Coverages provided under the policy. This policy was in effect at all times relevant to this matter.

Plaintiffs entered into a Residential Lease Agreement with the parents of Scott Discullio, John Prufeta and Michael Sammon (tenants) on October 22, 2013 to lease the property commencing June 1, 2014 after the expiration of a lease plaintiffs had with prior renters that ended May 31, 2014. With the permission of the prior renters, tenants moved some of their possessions into the property prior to the commencement of tenants' lease. Also, the tenants allowed the prior renters to remain in the property after conclusion of the renters' lease. The renters moved out by June 15, 2014. Tenants were scheduled to move into the premises on August 22, 2014. The property was unoccupied during Jun 15, 2014 - August 22, 2014.

On August 22, 2014, upon arriving at the property, tenants filed a complaint with the Radnor Township Police Department about the condition of the property. The complaint was referred to the Radnor Township Codes Department. The tenants permitted an inspection of the property on August 27, 2014 by the Department without the knowledge or consent of the plaintiffs. The Department drafted August 27, 2014 letters to plaintiff Mary Lou Doherty for each part of the duplex notifying her of various alleged Property Maintenance Code violations at the property, and ordering correction of the violations, but these were never sent to or received by her. In an August 31, 2014 letter to plaintiff James Doherty, the tenants advised that they considered plaintiffs in breach of the lease and that they were terminating the lease because the property was uninhabitable due to various conditions.

Upon receipt of tenants' letter on September 6, 2014, plaintiffs inspected the property that day and found the premises to be damaged. Damages, according to them, included broken windows, buckled hardwood floors, ceiling water stains and plaster damage, doors, woodwork and fixtures damage, ceiling lights removed, smoke alarms detached, dirt in appliances and broken appliances. This was significantly more damage than alleged by the tenants. Plaintiff Mary Lou Doherty in a letter dated that day, notified Allstate and plaintiff's Allstate agent McKeon of a claim for property damage to the insured property and lost rent since the tenants had terminated the lease. A copy of Ms.

Doherty's September 6, 2014 letter produced by Allstate in this litigation included a handwritten note written by McKeon dated September 9, 2014, stating "Rec'd - no claim recorded L/M for Mary Lou Doherty". McKeon did not report the claim to Allstate and Allstate did not establish a claim file in response to Ms. Doherty's claim notice letter.

Radnor Township commenced a civil action against plaintiff's on September 24, 2014. Their action alleged that the Dohertys failed to allow inspection of the property during 2008-2014 as required by the Radnor Township Rental Housing Code and was also based on recent Property Maintenance Code violations alleged by Radnor Township at the property. Plaintiffs had not previously received notice from the Department of these alleged Code violations.

Plaintiff Mary Lou Doherty sent another claim notice letter to Allstate and McKeon dated October 4, 2014 reiterating plaintiffs' claim for property damage and lost rent. In her letter, she also inquired if there was a particular procedure to follow in reporting plaintiffs' claim. A copy of her letter produced by Allstate in this litigation included a handwritten note, again written by McKeon dated October 8, 2014 stating "Sp. w/Mary Lou - gave her info to call to file a claim - nothing was established. ..." The letter was sent by Allstate to their claim representative Lisa Handlovic who was handling an unrelated liability claim brought by Joanne Chester against the Dohertys. An October 15, 2014 note by Ms. Handlovic from that file shows that she spoke with McKeon and was advised that McKeon would set up a new property loss claim based on Ms. Doherty's October 4, 2014 letter. A new claim was in fact not established by Allstate or McKeon in response to her letter.

Repairs to the premises were made by contractors retained by plaintiff's sufficient to allow the property to be leased again in February 2015, starting June 1, 2015.

Plaintiff Mary Lou Doherty sent a June 12, 2015 letter to Allstate and McKeon reminding them of her previous September 6, 2014 and October 4, 2014 damage and lost rent claim notice letters. Her letter noted that Allstate had not to date contacted plaintiff's with a claim number as McKeon promised they would do so their claim could be processed. The letter also noted that to date they had incurred in excess of \$32,000 in repairs to the property, over \$3,000 to replace damaged or missing appliances and fixtures and \$34,000 in lost rental income. Allstate again sent this letter to Lisa Handlovic handling the unrelated Chester claim file. A June 26, 2015 note by Ms. Handlovic from that file shows that she again spoke with McKeon and that she thought McKeon was going to open a claim, but had not done so. Neither Allstate nor McKeon established a claim file in response to this third claim notice letter.

The new tenants occupied the property through July 2, 2015. Radnor Township in a July 2, 2015 letter to Mary Lou Doherty advised that the Rental License for the property had

been non-renewed because "Upon reviewing our system's files, it does not appear that [the property has] passed the required rental housing inspection".

In a July 30, 2015 letter, Mary Lou Doherty again advised Allstate and McKeon of plaintiffs' claim for property damage and lost rent. She also noted that Allstate had failed to defend them according to their Allstate policy against the suit filed by Radnor Township in September 2014. She attached a copy of the Radnor Township Complaint. She noted that as a result of Radnor Township's action in revoking plaintiffs' rental license, plaintiffs had suffered a loss of use of the property and plaintiffs were now making a claim for this loss of use under their Allstate policy.

Allstate finally established a file for the plaintiffs' claim on August 7, 2015 after being reported to Allstate by McKeon. Allstate's First Notice of Loss Snapshot that date states the loss description as "Vandalism and Malicious Mischief". The date of the loss was listed as September 9, 2014. A claim file entry dated that day noted that plaintiffs alleged their claim was filed with Allstate in September 2014 but Allstate never responded to it.

An August 11, 2015 letter by Mary Lou Doherty to Allstate and McKeon stated that an Allstate representative left a voice message with the plaintiffs on August 7, 2015 that Allstate was processing plaintiffs' claims and would contact the plaintiffs, accordingly. Allstate claim representative Tiara Myrick sent an August 13, 2015 letter to plaintiffs advising that she wished to discuss their claim with them.

Because plaintiffs believed the statute of limitations was about to expire to litigate their claim, they filed suit against Allstate on August 18, 2015.

After plaintiffs' suit was filed, counsel for Allstate sent an October 12, 2015 e-mail to Mary Lou Doherty inquiring about the basis for plaintiffs' property damage claim. In an October 15, 2015 letter Ms. Doherty's response addressed plaintiffs' dealings with Radnor Township regarding the property. Her response did not address the cause of the property damage claim or lost rent claim. An October 23, 2015 letter by Allstate's counsel to Ms. Doherty stated that plaintiffs' claim against Allstate in their Complaint and in Ms. Doherty's October 15, 2015 letter appeared to be related to licensing issues regarding the rental property and offered no claim of any purported insurable loss to the property under the insurance policy. He reiterated this in subsequent November 12, 2015 and April 4, 2016 letters to Ms. Doherty.

Plaintiffs' amended complaint in this matter alleges. Attached:

- breached its contract with plaintiffs by failing to pay benefits owed under the insurance policy and provide a defense to plaintiffs in the Radnor Township action against them
- had no reasonable basis for its actions, and knew or recklessly disregarded its lack of a reasonable basis for its actions in violation of Pennsylvania's insurance laws

faith law

and that Allstate and McKeon violated Pennsylvania's Unfair Trade Practices Act and Consumer Protection Law, 73 P.S. §201-1, *et seq.* (UTPCPL).

#### BAD FAITH STANDARD

Pennsylvania in 42 Pa.C.S.A. §8371, adopted in 1990 as part of amendments to Pennsylvania's Motor Vehicle Financial Responsibility Law, but applicable to all lines of insurance, permits a court to award interest, costs, attorneys fees, and even punitive damages against insurers acting in bad faith toward their insureds involving an insurance policy. The statute does not define bad faith conduct. Pennsylvania's courts have defined bad faith behavior, and the proof necessary to recover under Section 8371. It is now well-settled that in order to prevail in a claim for bad faith under Section 8371, a plaintiff must prove by clear and convincing evidence and not just a preponderance of the evidence, that:

1. the insurer did not have a reasonable basis for its actions, and
2. the insurer knew or recklessly disregarded its lack of a reasonable basis for its actions.

*Condio v. Erie Insurance Exchange*, 899 A. 2d 1136 (Pa. Super. Ct. 2006); *Terletsky v. Prudential Property & Casualty Insurance Co.*, 649 A. 2d 680, 688 (Pa. Super. Ct. 1994). Bad faith must be proved, and cannot be insinuated or inferred. *Terletsky*; *supra*.

#### ANALYSIS OF BAD FAITH CONDUCT

##### Acknowledging Plaintiffs' Claim:

Plaintiffs' insurance policy with Allstate covering their property required plaintiff's to promptly provide Allstate or Allstate's agent with notice of a loss. Plaintiff timely notified Allstate and McKeon of the property damage in a September 6, 2014 letter, the day the property damage was discovered by plaintiff's. Allstate does not deny that they received plaintiff's September 6, 2014 claim notice letter.

Upon receiving notice of a claim, Pennsylvania law provides that an insurer "... shall, within 10 working days, acknowledge receipt of the notice...". 31 Pa. Code §146.5 (a). The documents I reviewed show that Allstate failed to acknowledge plaintiffs' September 6, 2014 claim notice letter. The documents show that Allstate also failed to acknowledge plaintiff's subsequent October 4, 2014 and June 12, 2015 repeat claim notice letters. Only after plaintiff's fourth notice letter of July 30, 2015 did Allstate finally acknowledge plaintiff's claim in August 2015.

Instead of acknowledging the various claim notice letters plaintiffs sent to Allstate, they failed to establish a claim file, and instead improperly forwarded the letters to an unrelated claim file. Since several of these letters were improperly sent by Allstate to Handlovic, it appears that Allstate's procedures for assuring that documents were routed to the proper claim files was defective. Lisa Handlovic, the Allstate claim representative on the Chester file failed to establish a claim file even though she recognized the letters she received from Allstate related to a different claim. And, McKeon failed to report the claim to Allstate until finally doing so after the plaintiffs' fourth notice letter in August 2015.

Pennsylvania law also requires an insurer "... upon receiving notification of a claim, shall provide within 10 working days necessary claim forms, instructions and reasonable assistance so that first-party claimants can comply with the policy conditions and reasonable requirements of the insurer...". 31 Pa. Code §146.5 (d). Allstate failed to provide such forms or assistance, even after plaintiffs inquired if there was a particular procedure to follow in reporting a claim in Ms. Doherty's October 4, 2014 letter to Allstate and McKeon.

Allstate's failure to timely acknowledge plaintiffs' claim and provide the necessary forms and assistance to them to pursue their claim violated Pennsylvania law and was unreasonable, in my opinion.

Allstate and McKeon raise several specious defenses for their failure to timely acknowledge plaintiffs' claim. Allstate agent Thomas McKeon suggested in his deposition in this matter that a policyholder can report a claim to Allstate by calling Allstate, filing a claim through Allstate's website, calling the agent or reporting the claim in person to an agent. According to plaintiffs' Allstate policy, however, there is no requirement that a claim notice to an Allstate agent be made by call or in person. Plaintiffs' letters to McKeon were sufficient to put Allstate on notice of plaintiffs' claim. McKeon should have reported the claim to Allstate upon receipt of plaintiffs' first, second and third letters and not waited until the fourth letter.

Mr. McKeon also suggested in his deposition that plaintiffs provided insufficient information in their claim notice letters for Allstate to set up a claim file. He suggested that a cause of the loss and a loss date for a claimed loss is needed. I disagree. Complete information, including a cause of loss and loss date are not required to report a claim. Insurers routinely establish claim files even where the cause of loss is unclear or the loss date is unknown. Allstate's own promotional material for its Landlords Package Policy states in the "Frequently Asked Questions" section of the material:

Q: What if I don't have all the information to file a claim?

A: Calling Allstate as soon as possible can help speed up the claim process. Even if you don't have all the information, you can always provide us with additional details later.

The plaintiffs provided sufficient information to Allstate and McKeon in their first three claim notice letters to establish a claim file and allow for an investigation of the claim to determine if there was coverage for the loss under the policy. Indeed, with no additional information provided by the plaintiffs regarding the cause and date of loss, McKeon was able to report the claim to Allstate in August 2015, and Allstate to open a claim file, establish a loss date of September 9, 2014 and a loss cause of vandalism and malicious mischief. They had this same information in September 2014, a year earlier.

Investigating Plaintiffs' Claim:

Upon timely receipt of plaintiffs' property damage, lost rent, litigation defense and loss of use claims, Allstate was required by Pennsylvania law to complete an investigation of the claims within 30 days. If an investigation could not be completed within 30 days the insurer is required to provide the claimant with a reasonable explanation for the delay and state when a decision on the claims may be expected. See 31 Pa. Code § 146.6.

There is no evidence that Allstate completed an investigation of plaintiffs' claim within 30 days. There is no evidence Allstate ever completed an investigation of the claim. Indeed, there is no evidence that Allstate ever even undertook an investigation of the claim. Allstate never spoke with the plaintiffs about the claim or conducted an examination under oath of the plaintiffs about the claim as provided for in the insurance policy. Allstate never talked with potential witnesses to the claim, such as the tenants, other renters, the repair contractor or Radnor Township officials. They never requested plaintiffs complete proof of loss forms in support of their claim.

It is surprising that Allstate timely failed to open a claim file and investigate the plaintiffs' claim. Allstate had dutifully done this for previous claims filed by the plaintiffs. Indeed, as described above, upon receipt of several of plaintiffs' claim notice letters in this matter, Allstate forwarded them to a previous unrelated claim file involving the plaintiffs.

Allstate's failure to conduct an investigation of plaintiffs' claim violated Pennsylvania law was unreasonable, in my opinion.

Denial of Plaintiffs' Claim:

Pennsylvania law requires that "Within 15 working days after receipt by the insurer of properly executed proofs of loss, the first-party claimant shall be advised of the acceptance or denial of the claim by the insurer.". 31 Pa. Code §146.7 (a) (1). Allstate neither advised the plaintiffs of their acceptance or denial of their claim prior to the institution of this lawsuit nor provided plaintiffs with proof of loss forms.

Only after the plaintiffs commenced this action did Allstate inquire of Ms. Doherty

through defense counsel in an October 12, 2015 e-mail what the claim was about. Ms. Doherty's October 15, 2015 response does not address the type or cause of the property damage. Rather, it provides "... an overview of the loss...". Plaintiffs, however, in their initial complaint in this action had already described the alleged loss as "... physical loss and damage to the insured property, believed to be the result of a peril insured against under the policy...". See paragraphs 9 and 15 of plaintiff's complaint. Allstate knew or should have known from plaintiff's complaint that some sort of physical damage was being alleged by plaintiffs, and should have recognized Ms. Doherty's letter for what it was, background information. At this point, Allstate should have sought through investigation to identify the claimed property damage and whether that damage was the result of a peril covered by the policy. Allstate conducted no investigation of plaintiffs' claim to determine if it was covered by their insurance policy with Allstate. Allstate, through defense counsel, in his October 23, 2015 letter to Ms. Doherty, instead chose to deny plaintiffs' claim without investigation.

Defense counsel's October 23, 2015 letter to Ms. Doherty and his subsequent November 12, 2015 letter to her concluded that plaintiffs' claim was not covered by the policy for several reasons. First, because it was based on the ongoing dispute with Radnor Township as described in Ms. Doherty's October 15, 2015 letter. Defense counsel stated in his November 12, 2015 letter to Ms. Doherty: "Please be advised that your ongoing issues with Radnor Township do not present a legally cognizable claim under your ... policy with Allstate." Defense counsel's denial of plaintiffs' claim is deficient as it does not reference an exclusion under the policy to deny the claim. More important, his conclusion ignores the allegations in plaintiff's complaint. His conclusion focuses solely on the Radnor Township litigation. He ignores the fact that plaintiff's claim as alleged in their complaint was based on physical damage to the property.

He also concluded that the claim was not covered because the alleged damage was caused by vandalism and excluded from coverage under the policy. But, how did he know the alleged damage was caused by vandalism? No investigation of the loss had been conducted to determine the cause of loss. An investigation of the alleged physical damage should have been conducted to determine if the damage was covered by the policy or excluded from coverage.

Allstate's denial of coverage was done without investigation, based solely on Mary Lou Doherty's October 15, 2015 letter and ignored allegations of damage that might have been covered by the policy had Allstate chosen to investigate these allegations. Their conduct in this regard was, in my opinion, unreasonable.

Conclusions:

For the reasons set forth above, and to a reasonable degree of professional certainty, it is my opinion that Allstate unreasonably failed to acknowledge and investigate plaintiffs'

claim and pay plaintiff's benefits owed under their Allstate insurance policy and provide plaintiff's a defense in the Radnor Township litigation. It is also my opinion that Allstate had no reasonable basis for its actions. And, the failure to timely acknowledge plaintiff's claim, the failure to ever investigate their claims and their unfounded denial of plaintiffs' claim exhibit a reckless disregard of a reasonable basis for its actions.

PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW STANDARD

Pennsylvania's UTPCPL provides a private cause of action to "... any person who purchases ... goods or services primarily for personal, family or household purposes and thereby suffers an ascertainable loss of money or property ...". The UTPCPL has been applied to unfair or deceptive insurance practices. Claimants under the UTPCPL must generally show "misfeasance" (the improper performance of a contractual obligation) on the part of the insurer to recover. *Horowitz v. Federal Kemper Life Assurance Co.*, 57 F.3d 300 (3d Cir. 1995). *Lombardo v. State Farm Mutual Automobile Insurance Company*, 800 F. Supp. 208 (E.D. Pa. 1992).

ANALYSIS OF CONDUCT UNDER THE UTPCPL

As described above, it is my opinion that Allstate unreasonably failed to timely acknowledge plaintiff's claim, failed to investigate plaintiff's claim, improperly denied plaintiff's claim without investigation and failed to provide plaintiffs with a defense in the Radnor Township litigation in contravention of the policy and Pennsylvania insurance law. This conduct also appears to violate the UTPCPL. Upon receiving their claim of coverage under their Allstate policy, plaintiff's had a reasonable expectation that Allstate would timely acknowledge that claim, investigate whether the claim was covered by the policy and advise the plaintiff's accordingly. Allstate, in contrast, mishandled plaintiff's claim as described above. Allstate improperly performed its obligations under the policy and Pennsylvania law. Their conduct in this regard was, in my opinion, unfair to plaintiffs.

Plaintiff's also allege Allstate and McKeon misrepresented the coverage available under the Landlords Package Policy to induce them to purchase said policy to cover their rental property. Mary Lou Doherty met with McKeon in 2005 and contends she advised McKeon plaintiff's wanted a policy to protect the property from perils, including among others, vandalism, tenant abuse and building code related claims. Thomas McKeon in his deposition acknowledged meeting with Mary Lou Doherty at that time and that she wanted the best policy to cover plaintiff's property. Mr. McKeon admits that he did not provide Ms. Doherty at that meeting with a sample of the policy or go over the terms of the policy with her. Plaintiff's allege it was their understanding after that meeting that their policy was to cover all perils, including those listed above. There is support for their belief. The Landlords Package Policy Declarations provided by Allstate to the plaintiffs

as part of their policy provided for a \$500 "All Peril" deductible for Dwelling Protection, Other Structures Protection and Personal Property Protection. In fact, not all perils were covered by the policy. Significantly, there was only limited coverage for vandalism and tenant abuse, and no coverage for actions by authorities to enforce building codes, ordinances or laws regarding the construction, maintenance or repair of the property. Allstate's conduct in the sale of their policy to plaintiff's appears to be deceptive and in violation of the UTPCPL.

I request the opportunity to supplement my report if additional information is discovered, depositions conducted or expert reports submitted in this matter.

Please advise if you need any additional information.

Sincerely,

David E. Cole

A2586

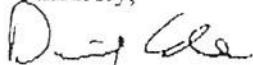
A2587

as part of their policy provided for a \$500 "All Peril" deductible for Dwelling Protection, Other Structures Protection and Personal Property Protection. In fact, not all perils were covered by the policy. Significantly, there was only limited coverage for vandalism and tenant abuse, and no coverage for actions by authorities to enforce building codes, ordinances or laws regarding the construction, maintenance or repair of the property. Allstate's conduct in the sale of their policy to plaintiffs appears to be deceptive and in violation of the UTPCPL.

I request the opportunity to supplement my report if additional information is discovered, depositions conducted or expert reports submitted in this matter.

Please advise if you need any additional information.

Sincerely,



David E. Cole

David E. Cole, Esquire  
P.O. Box 697 Camp Hill, Pa. 17011-0697  
844-744-5600 (Phone) 844-744-5601 (Fax)  
[dcyle@philadglense.org](mailto:dcyle@philadglense.org) (E-Mail)

FAX TRANSMITTAL

To: Joe Mirandu

From: Dani Cole

Date: 12/9/16

Re: D shurt

Fax #: 215-569-3200

Pages: 2

Message

A2589

David Elliott Cole, Esquire  
12050 Sinepuxent Road  
Berlin, MD 21811  
Phone: 800-734-0737  
E-mail: [coled01@padefense.org](mailto:coled01@padefense.org)  
Website: <http://colelitigationconsulting.com>

## Summary/Overview:

David E. Cole, Esquire, is an insurance litigation consultant who has served as an expert in over 50 cases. He focuses his practice on litigation in Pennsylvania's state and federal courts, but has also served as an expert in cases in Delaware, New Jersey and Maryland. He specializes in insurance bad faith, insurance coverage and attorney fee disputes. He has authored reports and testified in automobile, property and commercial insurance claims cases. He also offers his services as an arbitrator in underinsured and uninsured motorist coverage arbitrations. He brings a unique background to his consulting as both a lawyer and an insurance claims professional with 25 years of experience in the insurance industry.

Mr. Cole also currently serves as Executive Director of the Philadelphia Association of Defense Counsel (PADC), a civil defense counsel trade association representing Philadelphia area lawyers. He oversees all aspects of the organization, including finances, membership, continuing education programs, committee activity, member publications, websites, and dissemination of news, legislation and court cases of interest to members.

Prior to starting his insurance litigation consulting practice, Mr. Cole was employed by Nationwide Insurance in Pennsylvania. Initially hired as a Claims Counsel in 1988, he supervised complex commercial litigation involving Nationwide's insureds in Pennsylvania. He was promoted to Regional Claims Counsel in 1990, responsible for managing Nationwide's in-house legal staff and retained outside counsel, and for supervising all litigation involving Nationwide and its insureds in Pennsylvania. He also managed Nationwide's Special Investigation Unit and Subrogation Unit in Pennsylvania during his time at Nationwide.

While Regional Claims Counsel, Mr. Cole oversaw all bad faith insurance litigation involving Nationwide in Pennsylvania. Mr. Cole was responsible for training Nationwide's Pennsylvania Claims personnel on Act 6 of 1990, which included enactment of statutory insurance bad faith in Pennsylvania. He also served as counsel to the Nationwide's Claims operations to ensure compliance with Pennsylvania's insurance claims handling law and regulations. He provided guidance to the Claims operation on insurance claims coverage and valuation issues. He was responsible for keeping Claims personnel updated on applicable new insurance laws and regulations and on current applicable case law.

As Regional Claims Counsel, Mr. Cole was also counsel to Nationwide's Underwriting and Agency operations in Pennsylvania. He oversaw a major re-draft of Nationwide's automobile insurance underinsured and uninsured motorist coverages. He also managed Nationwide's Agent Support/Errors & Omissions program in Pennsylvania.

While at Nationwide, Mr. Cole was a spokesman for Nationwide on insurance industry issues in Pennsylvania. He served as a member of insurance industry trade group the Insurance Federation of Pennsylvania's Property & Casualty Insurance Steering Committee. He was appointed by then-Governor Thomas Ridge to serve on Pennsylvania's Automobile Theft Prevention Authority, eventually serving as its Secretary and Treasurer. He also served as Nationwide's representative on the Pennsylvania Automobile Assigned Claims Plan. He has been a speaker at Pennsylvania continuing legal education programs.

### **Education:**

Juris Doctorate: Western New England School of Law, Springfield, Massachusetts, 1980  
Vanderbilt University, Nashville, Tennessee, 1976

### **Legal and Insurance Experience:**

Insurance Litigation Consultant: 2002 - Present  
Consultant on insurance bad faith litigation, insurance coverage disputes, and attorney fee disputes involving automobile, property and commercial insurance.

Pennsylvania Defense Institute and Philadelphia Association of Defense Counsel); 2002 - Present

Executive Director for civil defense counsel trade associations representing Pennsylvania lawyers and insurance company executives. Oversight of all aspects of the organizations, including finances, membership, continuing education programs, committee activity, member publications, websites and dissemination of news, legislation and court cases of interest to members.

Nationwide Mutual Insurance Company: 1988-2002

Held various positions including Claims Counsel and Managing Claims Counsel. Supervised all litigation in Pennsylvania involving Nationwide and its insureds. Managed complex litigation, including class actions, bad faith, errors and omissions, and Insurance Department appeals. Served as counsel to the claims, underwriting and sales operating functions. Also provided counsel on legislative and regulatory matters. Managed Nationwide's Special Investigation Unit and Subrogation Unit in Pennsylvania.

Pennsylvania Office of Attorney General: 1984-1988

Deputy Attorney General in Consumer Services Division. Prosecuted violations of

antitrust, commercial, and consumer laws. Also served as Special Assistant United States Attorney General in a cross-designation program with the United States Department of Justice.

Smith & Smith, P.C.: 1980-1984  
Associate in general practice law firm.

### Teaching/Authorship:

Harrisburg Area Community College: 1984-2002  
Adjunct professor of business law.

Lecturer: 1990-Present  
Lecturer on claims handling and bad faith law at various CLE programs.

Nationwide Insurance: 1988-2002  
Conducted extensive training of Nationwide personnel on various topics, including claim handling practices, bad faith avoidance, and uninsured/underinsured motorist automobile law.

### Professional Activities and Afilliations:

Pennsylvania Assigned Claims Plan: 1994-2002  
Member, Board of Directors.

Pennsylvania Automobile Theft Prevention Authority: 1995-2002  
Treasurer, Secretary and Member, Board of Directors.

Insurance Federation of Pennsylvania: 1995-2002  
Member, Property & Casualty Steering Committee.

Member:  
Pennsylvania Defense Institute  
Pennsylvania Bar Association  
Philadelphia Association of Defense Counsel

Admitted to practice law:  
Pennsylvania-1980  
Pennsylvania Supreme Court-1981  
United States District Court-1982

### Litigation Consulting/Expert Witness Experience:

Helms v. Harleysville Mutual Insurance Company (2002)  
Report in third party automobile liability case.

Judge v. Donegal Mutual Insurance Company (2003)  
Report in first party homeowners fire loss case.

Vitagliano v. State Farm Mutual Automobile Insurance Company (2003)  
Report in first party automobile property damage case.

Chestnut Hill Academy v. Graphic Arts Mutual Insurance Company (2004)  
Report in attorney fee dispute case.

Miller v. Progressive Casualty Insurance Company (2004)  
Report in automobile uninsured/underinsured motorist case.

Scarantino v. Harleysville mutual Insurance Company (2005)  
Report in automobile uninsured/underinsured motorist case.

Schick v. K&B Autocraft and State Farm Insurance (2005)  
Report in first party automobile property damage case.

Zawadzki v. West American Insurance Company (2005)  
Report in first party automobile benefits case.

Kramer v. Keystone Insurance Company (2006)  
Report in first party homeowners fire loss case.

Powell v. Crawford & Company (2006)  
Report in automobile uninsured/underinsured motorist case.

Savage v. Lititz Mutual Insurance Company (2006)  
Consultation on third party liability commercial case.

Heinlein v. Progressive Northern Insurance (2006)  
Report in automobile uninsured/underinsured motorist case.

Laubham v. Liberty Mutual Fire Insurance Company (2007)  
Report in first party automobile medical benefits case.

Fleming v. Ohio Casualty Insurance Company (2007)  
Report in automobile uninsured/underinsured motorist case.

Joyce v. Erie Insurance Company (2007)  
Consultation in automobile uninsured underinsured motorist claim case

Moran Industries, Inc v. Erie Insurance Group (2007)

Report in first party commercial property case.

Yencha v. Hawk Insurance Agency and Tuseano Agency, Inc. (2007)  
Report in first party commercial property case.

Davis v. Liberty Mutual Fire Insurance Company (2007)  
Report in automobile uninsured/underinsured motorist case.

Reeb Millwork Corporation v. Hartford Fire Insurance Company (2008)  
Consultation in first party commercial property water loss case.

Maidencreek T.V. & Appliance v. General Casualty Insurance Company (2008)  
Report and trial testimony in first party commercial property fire loss case.

Kakule v. Progressive Casualty Insurance Company (2008)  
Report in automobile uninsured/underinsured motorist case.

Bryant v. Amica Mutual Insurance Company (2008)  
Report in first party automobile medical benefits case.

Penn Millers Insurance v. Tave, Girma and Chere (2008)  
Report in attorney fee dispute case.

Indiana Insurance Department v. Nationwide Mutual Insurance Company (2009)  
Report in insurance department claims reserving complaint case.

Rhodes v. USAA Casualty Insurance Company (2009)  
Report in automobile uninsured/underinsured motorist case.

Slone v. Donegal Mutual Insurance Company (2009)  
Report in automobile third party liability case.

Creek v. Esurance Insurance Services (2009)  
Report in automobile uninsured/underinsured motorist case.

Pine Knob Inn v. Great American Alliance Insurance Company (2009)  
Report in first party commercial fire loss case.

Calestini v. Progressive Casualty Insurance Company (2010)  
Report in automobile uninsured/underinsured motorist case.

Stoner v. Farmers New Century Insurance Company (2010)  
Report in first party homeowners fire loss case.

Kater v. American Independence Insurance Company (2010)  
Third party automobile liability case.

Rossi v. Progressive Casualty Insurance Company (2011)  
Report in automobile uninsured/underinsured motorist case.

Brady v. Lititz Mutual Insurance Company (2011)  
Report in first party homeowners water loss case.

Grossi v. Travelers Insurance (2011)  
Report and trial testimony in automobile uninsured/underinsured motorist case.

L.R. Costanzo Company v. Ohio Casualty Insurance Company (2011)  
Report in first party commercial property damage case.

Lublin v. Infinity Standard Insurance Company (2012)  
Report in automobile uninsured/underinsured motorist case.

Khouli v. State Farm Mutual Insurance Company (2012)  
Report in automobile uninsured/underinsured motorist case.

U-Haul Company of Pennsylvania v. Utica Mutual Insurance (2012)  
Report in third party commercial automobile liability case.

Gardler v. Indemnity Insurance Company of North America and School Claims Service, LLC (2012)  
Report in automobile uninsured/underinsured motorist case.

Kearney v. Travelers Insurance (2013)  
Report in automobile uninsured/underinsured motorist case.

Hall v. Safeco Insurance (2013)  
Report in third party automobile liability case.

Miezejewski v. Infinity Auto Insurance (2013)  
Report in automobile uninsured/underinsured case.

AJT Properties v. Lexington Insurance and VIST Insurance (2013)  
Report in first party commercial property water loss case.

Buas v. Windsor-Mt. Joy Mutual Insurance Company (2013)  
Consultation in first party residential rental property fire loss case.

Webber v. Eric Insurance Exchange (2013)  
Report in first party automobile and uninsured/underinsured motorist claims case.

Taylor v. Mukong, Thompson and Allstate Insurance (2013)  
Report in agent error case.

Monumental Life Insurance Company v. Beinhauer-Fryer Funeral and Cremation Services f/k/a/ Bogan-Wolf Funeral home and Warchol Funeral Home (2013)

Report in first party death benefits case.

Simplex Industries v. Travelers Insurance Company (2014)

Third party automobile coverage case.

Vanberg v. Belfatto and Allstate Insurance (2014)

Report in agent error case.

Beck v. American Independent Insurance Company (2014)

Third party automobile liability case.

Rizk v. State Farm Fire & Casualty Company (2015)

First party homeowners water loss case.

Partlow v. Rider Insurance (2015)

Automobile uninsured/underinsured motorist case.

Morris v. USAA Casualty Insurance Company (2015)

Automobile first party and uninsured/underinsured motorist claims case.

Zeitz v. Safe Auto Insurance Company (2015)

Automobile uninsured/underinsured motorist case.

Williamson v. Liberty Mutual Fire Insurance Company (2016)

Automobile uninsured/underinsured motorist case.

Morris v. USAA (2016)

Automobile first party and uninsured/underinsured motorist claims case.

# **EXHIBIT “C”**

JAMES M. WAGNER, CR  
435 N Main Street  
Doylestown, PA 18901  
267.880.3000

February 21, 2017

Joseph Mirarchi, Esquire  
Mirarchi Legal Services, P.C.  
3 Logan Square, 36<sup>th</sup> Floor  
1717 Arch Street, Suite 3640  
Philadelphia, PA 19103

RE: Insured: DOHERTY, Mary Lou  
949-951 Glenbrook Avenue  
Bryn Mawr, PA 19010  
Insurance Company: Allstate Insurance Company  
Date of Loss: 08/27/2014

Dear Mr. Mirarchi:

For the purpose of clarity, please be advised that the referenced Type of Loss of "Vandalism" as listed on my building estimate was originally noted in my file based on my preliminary discussions with Ms. Doherty during our original meeting, and specifically was not my final determination as to the cause of the damages sustained and claimed as part of the subject loss.

At no time during my inspection of the property did I determine the damages to be caused by vandalism, nor did the sum of my investigation ever cause me to believe this was a vandalism loss. Unfortunately the label of "vandalism" was simply and innocently carried over from my original notes, and entered into the OMNI program during the creation of the estimate provided.

Please disregard the term VANDALISM on the estimate that I provided, as it was included in error. This fact is further supported by my accompanying report, which makes no reference to vandalism therein.

As stated previously, based on my examination and analysis, and within a reasonable degree of estimating and adjusting certainty, it is my professional opinion that the damage identified in my estimate and photographs, was sudden and accidental and therefore, was covered under the policy, and should have been paid for under the claim which occurred on or about September 2014. I believe the insured would otherwise have been paid for to under the policy of insurance in place at the time of the loss had Allstate visited the property and adjusted the loss timely.

A3846

I maintain that my estimate accurately delineates the repair actions necessary to indemnify the insured as well as the projected cost for same. The estimate is based on preliminary review and subject to corrections, revisions, additions and deletions. The estimate was compiled by the use of computer or other electronically generated means. Any errors or omissions, either by virtue or misprint or by incorrect entries by a data processor should be considered a typographical error.

These conclusions are based on my own recollection, observations, experience, further review of the photographs, and discussions with the insured. All of my opinions above have been stated within a reasonable degree of professional certainty within the insurance, construction and claims adjustment industries.

Sincerely,



**JAMES M. WAGNER, CR**  
Licensed Public Adjuster  
NARI Certified Remodeler  
HAAG Certified Roof Inspector  
[jwagner@allianceadjustment.com](mailto:jwagner@allianceadjustment.com)

A3847

**JAMES M. WAGNER, CR  
263 N Main Street  
Doylestown, PA 18901  
267.880.3000**

August 26, 2016

Joseph Mirarchi, Esquire  
Mirarchi Legal Services, P.C.  
3 Logan Square, 36<sup>th</sup> Floor  
1717 Arch Street, Suite 3640  
Philadelphia, PA 19103

RE: Insured: **DOHERTY, Mary Lou  
949-951 Glenbrook Avenue  
Bryn Mawr, PA 19010**  
Insurance Company: Allstate Insurance Company  
Date of Loss: 08/27/2014

Dear Mr. Mirarchi:

I am a public insurance adjuster licensed in the Commonwealth of Pennsylvania, along with that States of New York, New Jersey, Georgia, Florida and Delaware. I have testified as an expert witness in Courts in Pennsylvania and New Jersey, in both State and Federal Court. The full extent of my training is listed in my Curriculum Vitae, a copy of which has previously been provided.

Of particular note on my CV is that I spent a number of years as a general contractor before becoming a licensed public adjuster. I have personally been involved in numerous construction projects, which has given me greater insight into the components necessary to repair damage and to return a property to its pre-loss condition.

I have testified as an expert witness in countless cases throughout my twenty year career. I do not track these cases due to the frequency and volume of my involvement with litigation. In addition to testifying as an expert in the areas of public adjusting, insurance, construction, property damage estimation, cause of loss determination, appraisals, and other related topics for my clients of my public adjustment firm, Alliance Adjustment Group, Inc., I have also been retained by attorneys for other insureds or claimants to testify on same.

11/28

A1820

As a public adjuster, I am required to know how insurance policies are interpreted, the industry standards in performing repairs from both a construction and insurance standpoint, as well as the standards, principles and laws that are applicable to adjusting claims.

I was retained by the Mary Lou Doherty ("insured") to determine the scope and cost of the damage sustained to the above-mentioned property in an effort to assist them in the recovery of insurance benefits under their policy of insurance with Allstate Insurance Company ("Allstate"). The policy at hand is an "All Risks" policy, meaning all damages are covered, unless said damages are specifically excluded under the policy. When a claim is presented, the insurer must prove that an exclusion applies. It is my understanding that the insured made claim for such benefits under their Allstate Insurance Company policy, but to date, no such benefits were offered or paid. It is important to note that the insured's policy provides coverage for the loss of rental income and related expense, when a covered loss occurs. That said, the insured's claim would certainly include benefits equal to the loss of rental income due the insured's inability to rent the units as a result of the loss event.

I personally inspected the property on multiple occasions with the insured. At that time of my inspections, the insured explained that the interior areas of the two units had been completely repainted since the incident. My review of photographs provided by the insured, taken immediately following the loss event, coupled with my inspection of the "patchwork" repairs performed, and recognition of the additional repairs yet to be completed, allowed me to fully and clearly understand the four corners of the damages to be included in my estimate. The damages sustained were consistent with damage covered under the insured's policy.

In the course of inspecting this property and others, I rely upon my experience as a licensed public adjuster, along with all of the training and former occupations I have held in the past, inspection in this matter, and in all claims I handle, consisting of the following: obtaining a history from the insured; review relevant documentation and policy information; visually observing the property and the damaged areas; taking photographs and measurements; performing moisture testing of affected materials and areas; and determining the method and cost of repair. I have been involved in repairing, reconstructing and/or adjusting over ten thousand damaged structures.

It should be noted that when estimating the cost to repair damage in the insurance industry, the estimates are unlike the more commonly used "time and materials" estimates of contractors such as general contractors, painters and carpenters. In the insurance industry, we use "unit cost" estimates. A unit cost estimate is prepared by measuring the room or area containing physical damage, then proposing specific repairs to be performed on a line item basis. At this point, I and all insurance companies I have ever dealt with, use specialized computer programs, which determine the cost of repair, after factoring in the measurements, and automatically

2/28

inserting all tasks necessary to complete the repairs. This type of estimate is tremendously detailed and allows the insured and insurance company to compare, line by line, all aspects of repairing the damage. The estimating system that I used in this case is the Omni Estimating System, which was created by a former Allstate Insurance Company adjuster.

When preparing my estimates, I strictly adhere to the customs and practices of estimating damage in the insurance industry. One such custom and practice is repairing/replacing undamaged materials in order to restore the home's continuity when making repairs/replacements to the damaged materials. For example, if the loss involves damage to the wallpaper along one wall of a bedroom, it would be customary to replace the wallpaper on all walls of the room, unless the exact wallpaper was available to replace the damaged area. The goal is to effectuate the repairs so that they are not noticeable. This custom and practice is commonly referred as "matching" or "continuous repair."

Another custom and practice I adhere to is adding 10% profit and 10% overhead to the estimate. Profit and overhead is added to those losses that involve multiple tradespersons to perform the repair, such that it would be reasonably expected for the insured to retain the services of a general contractor. My estimates also include allowances for taxes, permits and insurance, which is also customary in the insurance industry.

I evaluated the loss and created an estimate to repair the damage to the property. The estimate that I prepared to repair the damage was in the amount of \$110,453.16 for the structure. This estimate represents my opinion as to what it would cost to restore the property to its pre-loss condition in accordance with construction and insurance industry standards, and the applicable insurance policy.

Every repair component included in my estimate is related to direct physical damage caused by the loss, access to the damaged materials, to repair portions of the property that were disturbed as a result of the repairs, or to recreate the uniformity of appearance that the property had prior to the loss event.

The insured reported the claim to her local agent, as well as directly to the Allstate corporate offices via facsimile in a timely fashion, on or about September 5, 2014. Allstate failed to provide the insured with a claim number or provide any noticeable service thereafter. It was not until August 2015, almost a year later, that the insured finally heard back from her insurance company. According the insured, no letters, phone calls, emails, or any similar communication were received from Allstate until August 2015. At no time between the insured reporting the claim to Allstate in September 2014, and Allstate finally contacting the insured in August 2015, did Allstate ever come out to the property and inspect the damage. No apparent effort was made by Allstate to acknowledge the claim; inspect the property; discuss the damages or

circumstances of the claimed loss event with the insured; estimate the damages; take statements from any party; or apprise the insured of any applicable benefits they may be entitled to under the policy. These noticeable failures directly conflict with the requirements Pennsylvania Insurance Department as part of the Pennsylvania Unfair Claims Practice Act, specifically but not necessarily limited the following sections:

**§ 146.4. MISREPRESENTATION OF POLICY PROVISIONS**

- (a) *An insurer or agent may not fail to fully disclose to first-party claimants pertinent benefits, coverages or other provisions of an insurance policy or insurance contract under which a claim is presented.*
- (b) *An insurer or agent may not fail to fully disclose to first-party claimants benefits, coverages or other provisions of an insurance policy or insurance contract when the benefits, coverages or other provisions are pertinent to a claim.*

**§ 146.5. FAILURE TO ACKNOWLEDGE PERTINENT COMMUNICATIONS.**

- (a) *Every insurer, upon receiving notification of a claim, shall, within 10 working days, acknowledge the receipt of the notice unless payment is made within the period of time. If an acknowledgment is made by means other than writing, an appropriate notation of the acknowledgment shall be made in the claim file of the insurer and dated. Notification given to an agent of an insurer shall be notification to the insurer, dating from the time the insurer receives notice.*
- (c) *An appropriate reply shall be made within 10 working days on other pertinent communications from a claimant which reasonably suggest that a response is expected.*
- (d) *Every insurer, upon receiving notification of claim, shall provide within 10 working days necessary claim forms, instructions and reasonable assistance so that first-party claimants can comply with the policy conditions and reasonable requirements of the insurer. Compliance with this subsection within 10 working days of notification of a claim shall constitute compliance with subsection (a).*

**§ 146.6. STANDARDS FOR PROMPT INVESTIGATION OF CLAIMS.**

*Every insurer shall complete investigation of a claim within 30 days after notification of claim, unless the investigation cannot reasonably be completed within the time. If the investigation cannot be completed within 30 days, and every 45 days thereafter, the insurer shall provide the*

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*claimant with a reasonable written explanation for the delay and state when a decision on the claim may be expected.*

Based on my examination and analysis, and within a reasonable degree of estimating and adjusting certainty, it is my professional opinion that the damage identified in my estimate and photographs, was covered under the policy, and should have been paid for under the claim, which occurred on or about September 2014. As stated previously, under this "All-Risks" policy, it is the obligation of the insurance company to pay for the damage, unless it can prove an exclusion applies that would limit or prevent coverage. Allstate, given the opportunity to do so, chose not to adjust or investigate the loss properly at the time it was reported. Unfortunately, by failing to adjust the loss, the insured was unable to make the appropriate repairs require to secure and/or maintain tenant in the properties. While my building estimate accurately delineates the repair actions necessary to indemnify the insured as well as the projected cost for same, it does not serve to memorialize the loss of rental income.

At the time of the loss event, the insured was renting the properties at \$1500.00 per month, per side, for a total of \$3000.00 per month. Additionally, the tenants were responsible for paying the utilities at the property at a cost of \$4500.00 per year, or \$375.00 per month. Further, the tenants that signed the lease in July 2015, agreed to an amount of \$1600.00 per month, per side, for a total of \$3200.00 per month. Those tenants did not stay at the property as a result of the damage, thus the insured did not receive the benefit of that income. Using these figures the insured would have received rental income of \$3000.00 per month from September 2014 through June 2015 (10 months) or \$30,000.00, plus \$375.00 per month for the utilities (10 months) or \$3750.00, for a total of \$33,750.00. Additionally, the insured would have received rental income of \$3200.00 per month from July 2015 through August 2016 (14 months) or \$44,800.00, plus \$375.00 per month for the utilities (14 months) or \$5250.00, for a total of \$50,050.00. To date, the insured had sustained a loss of rental income claim for the amount of \$83,800.00, with that amount increasing by \$3575.00 per month starting in September 2016 until the property is restored and rented. It is expected that a 4 month period of restoration, plus a one month period to locate and secure a tenant, will be necessary from the date the claim is settled. If the claim were to settle today, that would result in an additional calculated amount \$17,875.00 in loss of rental income and expenses, over and above the \$83,800.00 in calculated income loss to date, or \$101,675.00 in rental income from the date of loss, until the time the units can reasonably be occupied post restoration.

It is further my opinion that Allstate acted contrary to its obligations under the policy and the Unfair Insurance Practices Act. Had Allstate adhered to its required duties, and promptly inspected the property once it had been duly notified in September 2014, it would have seen the damages to the property, and recognized said damage to be in line with the types of damages covered under the policy. At that time, Allstate could have (a) chosen to adjust and pay the loss though its normal and customary

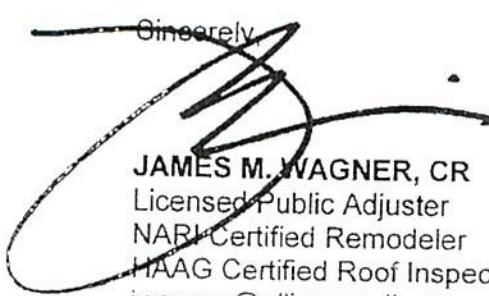
5/26

process, which would have involved the assignment of a field adjuster or other similar representative, who would have then created an estimate reflective of the damages, and paid the loss, or (b) elected to investigate the cause and extent of the loss through its own investigative means, such as its Special Investigation Unit (SIU). After such investigation or consideration, had Allstate accepted liability for the loss, but disagreed with the "amount of loss", it could have invoked the Appraisal provision in the policy, which would have resolved the claim, therefore avoiding litigation all together. Unfortunately, Allstate seemingly did neither. As such the insured was forced to make "patchwork" repairs, at their own expense. These "patchwork" repairs failed to include the full scope or repairs I believe the insured would otherwise have been paid for to under the policy of insurance in place at the time of the loss, had Allstate visited the property and adjusted the loss timely.

My estimate accurately delineates the repair actions necessary to indemnify the insured as well as the projected cost for same. The estimate is based on preliminary review and subject to corrections, revisions, additions and deletions. The estimate was compiled by the use of computer or other electronically generated means. Any errors or omissions, either by virtue or misprint or by incorrect entries by a data processor, should be considered a typographical error.

These conclusions are based on my observations, experience, review of the photographs, and discussions with the insured. I reserve the right to supplement or amend my opinions should new information become available. All of my opinions above have been stated within a reasonable degree of professional certainty within the insurance, construction and claims adjustment industries.

With respect to my compensation in this matter, my sole compensation for any work I perform in this lawsuit is limited to fees earned as an expert witness, calculated on an hourly basis.

  
Sincerely,  
**JAMES M. WAGNER, CR**  
Licensed Public Adjuster  
NARI Certified Remodeler  
IAAG Certified Roof Inspector  
[jwagner@allianceadjustment.com](mailto:jwagner@allianceadjustment.com)

JAMES M. WAGNER, CR  
263 North Main Street  
Doylestown, PA 18901  
267-880-3000

CURRICULUM VITAE

EDUCATION

<b>William Tennent High School</b> Warminster, Pennsylvania	1984 – 1987
<b>Bucks County Community College</b> Newtown, Pennsylvania Architectural and Graphic Design	1987 – 1989
<b>Bucks County Community College</b> Newtown, Pennsylvania Associate of Arts Degree in Business Administration	1990 – 1992
<b>Temple University</b> Ambler, Pennsylvania Business Administration	1994 – 1995
<b>Eastern University</b> St. Davids, Pennsylvania Bachelor of Arts Degree in Organizational Management	2002 – 2004

CERTIFICATIONS AND LICENSURE

<b>IICRC – Institution of Inspection Cleaning and Restoration Contractors</b> Water Damage Restoration	1997
<b>Licensed Public Insurance Adjuster (PA)</b> Licensed in the Commonwealth of Pennsylvania	1999
<b>Certainteed Corporation</b> Blue Bell, Pennsylvania Siding Master Craftsman	1999
<b>IICRC – Institute of Inspection Cleaning and Restoration Contractors</b> Fire & Smoke Damage Restoration	1999
<b>Licensed Public Insurance Adjuster (NJ)</b> Licensed in the State of New Jersey	2000
<b>IICRC – Institute of Inspection Cleaning and Restoration Contractors</b> Mold Remediation Certification	2000

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<b>CertainTeed Corporation</b>	
Valley Forge, Pennsylvania	
Master Shingle Applicator	2000
<b>Masonry Design Seminar</b>	
American Concrete Institute (ACI)	2001
<b>Wind Design Considerations</b>	
Concrete Buildings Seminar	
American Concrete Institute (ACI)	2001
<b>Vale National</b>	
Mechanicsburg, Pennsylvania	
Building Damage Estimating	2002
<b>Licensed Public Insurance Adjuster (DE)</b>	
Licensed in the State of Delaware	2005
<b>Vale National</b>	
Mechanicsburg, Pennsylvania	
Senior-Level Residential Estimating	2006
<b>NARI - National Association of the Remodeling Industry</b>	
Certified Remodeler	
<b>HAAG Certified Roof Inspector (Residential)</b>	
Haag Engineering Company	2011
<b>HAAG Certified Roof Inspector (Commercial)</b>	
Haag Engineering Company	2011

#### TRAINING AND SEMINARS

<b>Principals of the Professional Public Adjuster</b>	
Course Study -National Association of	
Public Insurance Adjusters	2006
<b>Essentials of Public Adjusting</b>	
Course Study - George E. Krauss, CPCU	2007
<b>Homeowners Analysis - Includes HO 2000 Program</b>	
Course Study - George E. Krauss, CPCU	2007
<b>Essentials of Property and Casualty Insurance</b>	
Course Study - George E. Krauss, CPCU	2009

#### EMPLOYMENT EXPERIENCE

July 1999 – Present

**Alliance Adjustment Group, Inc., Doylestown, PA**  
President/CEO, Senior Adjuster, Large Loss Estimation Specialist.  
Residential, commercial and industrial property damage

claims estimation and adjustment. Responsible for evaluating building and contents losses, additional living expenses, business interruption, and any/all secondary expenditures. Cause and origin evaluations for structural damage to buildings.

January 2011 – Present

**Comprehensive Damage Assessment, LLC, Doylestown, PA**  
Managing Director, Senior Property Damage Estimator. Responsible for determining and preparing residential, commercial and industrial real property and content damage estimates.

November 1995 – July 1999

**Property Adjustment Corporation, Feasterville, PA**  
Chief Property Damage Estimator, Appraiser, Public Adjuster  
Commercial and Residential property damage claims estimation and adjustment. Responsible for determination of causation of building damage and for estimation of Building and Contents Losses, Additional Living Expenses, Business Interruption, and any/all secondary loss related expenditures.

November 1995 – July 1999

**Prestige Construction Group, Feasterville, PA**  
Commercial and Residential building repairs, restoration and emergency mitigation services.

October 1993 – November 1995

**Hillis Adjustment Agency, Inc., Trevose, PA**  
Office Manager, Claims Coordinator, Large Loss Property Damage Estimator. Responsible for overseeing the daily operations both internal and external of all field adjusters, damage estimators, and support staff. Provided large loss estimates for property damage claims and structural damage cause and origin evaluations.

October 1993 – November 1995

**Creative Construction, Trevose, PA**  
Commercial and residential building repairs, restoration and emergency mitigation services.

August 1991 – July 1998

**JMW Contracting & Appraisal Services, Feasterville, PA**  
Building Contractor & Damage Appraiser  
Provided all types of building and restoration services as well as cause and origin evaluations. Served as property damage appraiser for homeowners. Handled residential and commercial, building and content evaluations and estimates.

1984 – December 1990

**PKW Custom Home Builders, Quakertown, PA**

Involved in all facets of home building from site development and building design, to completion of projects. Hands on during the entire process. Personally involved in excavation, foundation, framing (rough & finish), mechanicals, interior and exterior finishes, and grading.

**CURRENT MEMBERSHIPS**

National Association of Public Insurance Adjusters

American Indoor Air Quality Control Council

American Association of Public Insurance Adjusters

Institute of Inspection Cleaning and Restoration Contractors

National Association of the Remodeling Industry

**James Wagner, CR**  
 263 N Main Street  
 Doylestown PA 18901

MARY LOU DOHERTY  
 949-951 GLENBROOK AVE  
 BRYN MAWR PA 19010

Date of Est.: 8/23/16  
 Estimator: JAMES WAGNER  
 File Number: DOHERTY  
 Date of Loss:  
 Type of Loss: Vandalism

Description		Repairs
01	Demolition	\$1,887.30
02	Lumber and Millwork	\$8,026.85
03	Cabinets	\$1,222.74
05	HVAC	\$2,130.90
06	Plumbing	\$3,087.31
07	Burning, Scraping & Wall Prep.	\$116.55
09	Dry Wall	\$1,417.50
10	Plaster	\$426.25
12	Resilient Floor Covering	\$138.50
13	Hardwood Flooring	\$30,210.16
14	Carpeting	\$2,466.18
15	Painting / Wallpapering	\$20,854.92
16	Electrical	\$2,301.23
19	Glazing & Windows	\$165.19
21	Ceramic Tile	\$8,119.44
23	Siding & Cappings	\$1,678.48
26	Miscellaneous & Hardware	\$1,265.28
31	Scaffolding	\$2,392.10
99	Building Cleaning	\$517.98
Sub Total:		\$88,624.86
Overhead:	10%	\$8,862.49
SubTotal:		\$97,487.35
Profit:	10%	\$9,748.73
SubTotal:		\$107,236.08
Ins Tax Permits:	3%	\$3,217.08
Total:		\$110,453.16



\* - not included in Overhead, Profit, and Ins Tax Permits calculations.

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MARY LOU DOHERTY 949-951 GLENBROOK AVE BRYN MAWR, PA 19010 8/23/16  
DOHERTY

DEMO & MISC (0' 0" X 0' 0" X 0' 0")  
Offset 1 (0' 0" X 0' 0" X 0' 0")  
Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 0 Wall Sf: 0 Ceiling SF: 0 Total SF: 0

Description	Quantity	Price	Total	#
Demo Carpenters Labor Per Day	2	\$302.40 ea	\$604.80	01
Demo Laborer Per Day	3	\$202.50 ea	\$607.50	01
Dumpster 20 C.Y. Capacity	1	\$675.00 ea	\$675.00	01
<b>Total Room Price:</b>			<b>\$1,887.30</b>	

EXTERIOR LEFT (40' 0" X 16' 0" X 1' 0")  
Offset 1 (28' 0" X 6' 0" X 1' 0")  
Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 180 Wall Sf: 180 Ceiling SF: 808 Total SF: 988

Description	Quantity	Price	Total	#
Paint Exterior Trim Units	7	\$33.10 ea	\$231.70	15
Paint Exterior (Flatwork)	808	\$0.76 sf	\$614.08	15
Alum. Storm Windows Large	1	\$165.19 ea	\$165.19	19
R & R Shutters	4	\$60.75 pr	\$243.00	23
Remove & Reset Downspout	18	\$1.65 lf	\$29.70	23
Scaffolding Ext. 1-5 Stories	808	\$1.15 sf	\$929.20	31
<b>Total Room Price:</b>			<b>\$2,212.87</b>	

EXTERIOR REAR (24' 0" X 17' 0" X 1' 0")  
Offset 1 (0' 0" X 0' 0" X 0' 0")  
Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 82 Wall Sf: 82 Ceiling SF: 408 Total SF: 490

Description	Quantity	Price	Total	#
Paint Exterior Trim Units	4	\$33.10 ea	\$132.40	15
Paint Exterior (Flatwork)	408	\$0.76 sf	\$310.08	15
Paint Exterior Door (One side)	2	\$33.10 ea	\$66.20	15
Residential Light Fixture Good	2	\$130.50 ea	\$261.00	16
Vinyl Soffit	82	\$8.10 lf	\$664.20	23
Aluminum Capping (Avg Window	2	\$52.19 ea	\$104.38	23
Scaffolding Ext. 1-5 Stories	204	\$1.15 sf	\$234.60	31
<b>Total Room Price:</b>			<b>\$1,772.86</b>	

MARY LOU DOHERTY

949-951 GLENBROOK AVE BRYN MAWR, PA 19010

8/23/16  
DOHERTY

EXTERIOR RIGHT (40' 0" X 16' 0" X 1' 0")  
 Offset 1 (28' 0" X 6' 0" X 1' 0")  
 Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 180 Wall Sf: 180 Ceiling SF: 808 Total SF: 988

Description	Quantity	Price	Total	#
Paint Exterior Opening	8	\$33.10 ea	\$264.80	15
Paint Exterior (Flatwork)	808	\$0.76 sf	\$614.08	15
R & R Shutters	5	\$60.75 pr	\$303.75	23
Scaffolding Ext. 1-5 Stories	808	\$1.15 sf	\$929.20	31
Remove & Reset Downspout	18	\$1.65 lf	\$29.70	23
<b>Total Room Price:</b>			<b>\$2,141.53</b>	

EXTERIOR FRONT (24' 0" X 16' 0" X 1' 0")  
 Offset 1 (10' 0" X 5' 0" X 1' 0")  
 Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 110 Wall Sf: 110 Ceiling SF: 434 Total SF: 544

Description	Quantity	Price	Total	#
Paint Exterior Opening	7	\$33.10 ea	\$231.70	15
Paint Exterior (Flatwork)	434	\$0.76 sf	\$329.84	15
R & R Electrical Service	1	\$202.50 ea	\$202.50	16
R & R Telephone Service Panel	1	\$114.75 ea	\$114.75	16
R & R Shutters	5	\$60.75 pr	\$303.75	23
Scaffolding Ext. 1-5 Stories	434	\$1.15 sf	\$499.10	31
<b>Total Room Price:</b>			<b>\$1,681.64</b>	

ENTRANCE PORCH (9' 5" X 5' 0" X 8' 0")  
 Offset 1 (0' 0" X 0' 0" X 0' 0")  
 Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 29 Wall Sf: 231 Ceiling SF: 47 Total SF: 278

Description	Quantity	Price	Total	#
Clean Floor	47	\$0.20 sf	\$9.40	99
Post Construction Cleaning (SF)	47	\$0.23 sf	\$10.81	99
Seal Walls & Ceiling	278	\$0.39 sf	\$108.42	15
Paint Walls & Ceiling	278	\$0.55 sf	\$152.90	15
Paint Base Trim	29	\$0.93 lf	\$26.97	15
Paint Doors Oneside	2	\$22.52 un	\$45.04	15
Paint Door Trim & Jamb 1 side	2	\$18.98 un	\$37.96	15
Paint Window Trim Oneside	2	\$18.40 un	\$36.80	15

MARY LOU DOHERTY	949-951 GLENBROOK AVE	BRYN MAWR, PA 19010	8/23/16
Remove & Reset Light Fixture	1	\$33.43 ea	\$33.43 16
Note: Unit 949	1	\$0.00 ea	\$0.00 01
		Total Room Price:	\$461.73
LIVING/DINING/STAIRS	(11' 5" X 10' 4" X 7' 10" )		
Offset 1	(15' 9" X 8' 4" X 7' 10" )		
Offset 2	(0' 0" X 0' 0" X 0' 0" )		
Linear Feet: 92	Wall Sf: 718	Ceiling SF: 249	Total SF: 967
Description	Quantity	Price	Total
Post Construction Cleaning (SF)	249	\$0.23 sf	\$57.27 99
Remove Wood Flooring	249	\$2.79 sf	\$694.71 13
Sand, Stain & Finish Floors	249	\$4.45 sf	\$1,108.05 13
Prefinish Oak Flooring	249	\$16.68 sf	\$4,153.32 13
Stair Treads & Riser 4'	13	\$60.06 ea	\$780.78 02
Drywall Repair (Standard)	1	\$472.50 ea	\$472.50 09
Shoe Molding Pine	92	\$2.35 lf	\$216.20 02
Molding Door Set Colonial	6	\$56.37 st	\$338.22 02
Seal Walls & Ceiling	967	\$0.39 sf	\$377.13 15
Paint Walls & Ceiling	967	\$0.55 sf	\$531.85 15
Paint Base Trim	92	\$0.93 lf	\$85.56 15
Paint Shoe Molding	92	\$0.93 lf	\$85.56 15
Paint Doors Oneside	5	\$22.52 un	\$112.60 15
Paint Door Trim & Jamb 1 side	6	\$18.98 un	\$113.88 15
Paint Windows Oneside	3	\$29.43 un	\$88.29 15
Paint Window Trim Oneside	3	\$18.40 un	\$55.20 15
Paint Lip or OG Molding	92	\$0.93 lf	\$85.56 15
Paint Spindle	29	\$6.45 ea	\$187.05 15
Paint Stair Stringer	28	\$4.43 lf	\$124.04 15
Paint Radiator	2	\$40.82 ea	\$81.64 15
Door Exterior 6 Panel Colonial	1	\$669.78 ea	\$669.78 02
Remove & Reset Blinds	3	\$22.95 ea	\$68.85 02
Remove & Reset Door	2	\$42.05 ea	\$84.10 02
Remove & Reset Light Fixture	2	\$33.43 ea	\$66.86 16
Remove & Reset Switch Plate	6	\$3.00 ea	\$18.00 16
Remove & Reset Bannister	13	\$5.22 lf	\$67.86 02
Remove & Reset Radiator	2	\$150.62 ea	\$301.24 05
Lock (Dead Bolt)	1	\$143.24 ea	\$143.24 28
Lock (Key in Knob)	1	\$112.19 ea	\$112.19 28
Note: Unit 949	1	\$0.00 ea	\$0.00 01

MARY LOU DOHERTY

949-951 GLENBROOK AVE BRYN MAWR, PA 19010

8/23/16  
DOHERTY

Total Room Price: \$11,281.53

KITCHEN (11' 9" X 8' 1" X 7' 10")  
 Offset 1 (6' 1" X 3' 5" X 7' 10")  
 Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 59	Wall Sf: 460	Ceiling SF: 116	Total SF: 575	Quantity	Price	Total	#
Post Construction Cleaning (SF)				116	\$0.23 sf	\$26.68	99
Ceramic Wall Tile Mastic (Avg)				18	\$13.65 sf	\$245.70	21
Ceramic Tile In Mastic (Avg)				116	\$13.65 sf	\$1,583.40	21
Remove Tile				116	\$5.41 sf	\$627.56	21
Cement Backerboard 1/2" Flr				116	\$3.13 sf	\$363.08	21
Drywall Repair (Standard)				1	\$472.50 ea	\$472.50	09
Shoe Molding Pine				30	\$2.35 lf	\$70.50	02
Molding Door Set Colonial				4	\$56.37 st	\$225.48	02
Seal Walls & Ceiling				575	\$0.39 sf	\$224.25	15
Paint Walls & Ceiling				575	\$0.55 sf	\$316.25	15
Paint Base Trim				30	\$0.93 lf	\$27.90	15
Paint Shoe Molding				30	\$0.93 lf	\$27.90	15
Paint Doors Oneside				4	\$22.52 un	\$90.08	15
Paint Door Trim & Jamb 1 side				5	\$18.98 un	\$94.90	15
Paint Windows Oneside				1	\$29.43 un	\$29.43	15
Paint Window Trim Oneside				1	\$18.40 un	\$18.40	15
Paint Lip or OG Molding				30	\$0.93 lf	\$27.90	15
Door Prehung Colonial Masonite				1	\$331.91 ea	\$331.91	02
Remove & Reset Blinds				1	\$22.95 ea	\$22.95	02
Remove & Reset Light Fixture				1	\$33.43 ea	\$33.43	16
Remove & Reset Switch Plate				3	\$3.00 ea	\$9.00	16
Remove & Reset Dishwasher				1	\$101.25 ea	\$101.25	06
Remove & Reset Range Gas				1	\$103.71 ea	\$103.71	28
Remove & Reset Refrigerator				1	\$33.05 ea	\$33.05	28
R/Reset Sink Faucet & Drain				1	\$159.73 ea	\$159.73	06
Remove & Reset Sink				1	\$188.42 ea	\$188.42	06
Remove & Reset Cabinets				8	\$134.82 lf	\$1,078.56	03
Remove & Reset Counter Top				12	\$5.25 lf	\$63.00	02
Note Unit 949				1	\$0.00 ea	\$0.00	01
				Total Room Price:		\$6,596.92	

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MARY LOU DOHERTY

949-951 GLENBROOK AVE BRYN MAWR, PA 19010

8/23/16  
DOHERTY

POWDER ROOM (5' 3" X 3' 0" X 7' 10")  
 Offset 1 (0' 0" X 0' 0" X 0' 0")  
 Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 16 Wall Sf: 129 Ceiling SF: 16 Total SF: 145

Description	Quantity	Price	Total	#
Clean Wood Framing Members	16	\$0.49 sf	\$7.84	99
Post Construction Cleaning (SF)	16	\$0.23 sf	\$3.68	99
Ceramic Tile In Mastic (Avg)	16	\$13.65 sf	\$218.40	21
Remove Tile	16	\$5.41 sf	\$86.56	21
Cement Backerboard 1/2" Flr	16	\$3.13 sf	\$50.08	21
Shoe Molding Pine	1	\$2.35 lf	\$2.35	02
Remove Subflooring	16	\$1.01 sf	\$16.16	02
3/4" Plywood Subflooring	16	\$2.77 sf	\$44.32	02
Seal Walls & Ceiling	145	\$0.39 sf	\$56.55	15
Paint Walls & Ceiling	145	\$0.55 sf	\$79.75	15
Paint Base Trim	16	\$0.93 lf	\$14.88	15
Paint Shoe Molding	16	\$0.93 lf	\$14.88	15
Paint Doors Oneside	1	\$22.52 un	\$22.52	15
Paint Door Trim & Jamb 1 side	1	\$18.98 un	\$18.98	15
Paint Windows Oneside	1	\$29.43 un	\$29.43	15
Paint Window Trim Oneside	1	\$18.40 un	\$18.40	15
Paint Lip or OG Molding	16	\$0.93 lf	\$14.88	15
Paint Radiator	1	\$40.82 ea	\$40.82	15
Spray Seal Joist	16	\$0.74 sf	\$11.84	15
Remove & Reset Blinds	1	\$22.95 ea	\$22.95	02
Remove & Reset Light Fixture	1	\$33.43 ea	\$33.43	16
Remove & Reset Bath Accessories	2	\$42.17 ea	\$84.34	28
R/Reset Sink Faucet & Drain	1	\$159.73 ea	\$159.73	06
Remove & Reset Toilet	1	\$150.63 ea	\$150.63	06
Remove & Reset Lavatory	1	\$150.63 ea	\$150.63	06
Remove & Reset Radiator	1	\$150.62 ea	\$150.62	05
Note:Unit 949	1	\$0.00 ea	\$0.00	01
		Total Room Price:	\$1,504.65	

MARY LOU DOHERTY

949-951 GLENBROOK AVE BRYN MAWR, PA 19010

8/23/16  
DOHERTY

2ND FRONT BEDROOM (11' 5" X 11' 1" X 7' 5")  
 Offset 1 (4' 11" X 2' 6" X 7' 5")  
 Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 60 Wall Sf: 444 Ceiling SF: 139 Total SF: 583

Description	Quantity	Price	Total	#
Post Construction Cleaning (SF)	139	\$0.23 sf	\$31.97	99
Remove Wood Flooring	139	\$2.79 sf	\$387.81	13
Sand, Stain & Finish Floors	139	\$4.45 sf	\$618.55	13
Prefinish Oak Flooring	139	\$16.68 sf	\$2,318.52	13
Shoe Molding Pine	60	\$2.35 lf	\$141.00	02
Molding Door Set Colonial	3	\$56.37 st	\$169.11	02
Seal Walls & Ceiling	583	\$0.39 sf	\$227.37	15
Paint Walls & Ceiling	583	\$0.55 sf	\$320.65	15
Paint Base Trim	60	\$0.93 lf	\$55.80	15
Paint Shoe Molding	60	\$0.93 lf	\$55.80	15
Paint Doors Oneside	3	\$22.52 un	\$67.56	15
Paint Door Trim & Jamb 1 side	3	\$18.98 un	\$56.94	15
Paint Windows Oneside	3	\$29.43 un	\$88.29	15
Paint Window Trim Oneside	3	\$18.40 un	\$55.20	15
Paint Radiator	1	\$40.82 ea	\$40.82	15
Remove & Reset Blinds	3	\$22.95 ea	\$68.85	02
Remove & Reset Door	2	\$42.05 ea	\$84.10	02
Remove & Reset Light Fixture	1	\$33.43 ea	\$33.43	16
Remove & Reset Switch Plate	3	\$3.00 ea	\$9.00	16
Remove & Reset Radiator	1	\$150.62 ea	\$150.62	05
Drain & Fill Heating System	1	\$161.73 ea	\$161.73	05
Note: Unit 949	1	\$0.00 ea	\$0.00	01
		<b>Total Room Price:</b>	<b>\$5,143.12</b>	

2ND FL HALL (14' 2" X 2' 11" X 7' 5")  
 Offset 1 (5' 8" X 3' 3" X 7' 5")  
 Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 52 Wall Sf: 386 Ceiling SF: 60 Total SF: 445

Description	Quantity	Price	Total	#
Post Construction Cleahing (SF)	60	\$0.23 sf	\$13.80	99
Remove Wood Flooring	60	\$2.79 sf	\$167.40	13
Sand, Stain & Finish Floors	60	\$4.45 sf	\$267.00	13
Prefinish Oak Flooring	60	\$16.68 sf	\$1,000.80	13

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MARY LOU DOHERTY	949-951 GLENBROOK AVE BRYN MAWR, PA 19010	8/23/16		
Shoe Molding Pine	52	\$2.35 lf	\$122.20	02
Molding Door Set Colonial	6	\$56.37 st	\$338.22	02
Seal Walls & Ceiling	445	\$0.39 sf	\$173.55	15
Paint Walls & Ceiling	445	\$0.55 sf	\$244.75	15
Paint Base Trim	52	\$0.93 lf	\$48.36	15
Paint Shoe Molding	52	\$0.93 lf	\$48.36	15
Paint Doors Oneside	5	\$22.52 un	\$112.60	15
Paint Door Trim & Jamb 1 side	6	\$18.98 un	\$113.88	15
Paint Lip or OG Molding	52	\$0.93 lf	\$48.36	15
Remove & Reset Door	1	\$42.05 ea	\$42.05	02
Remove & Reset Light Fixture	1	\$33.43 ea	\$33.43	16
Remove & Reset Switch Plate	2	\$3.00 ea	\$6.00	16
Note: Unit 949	1	\$0.00 ea	\$0.00	01
		Total Room Price:	\$2,780.76	

2ND FL HALL BATH (9' 0" X 5' 1" X 7' 5")  
 Offset 1 (0' 0" X 0' 0" X 0' 0")  
 Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 28	Wall Sf: 209	Ceiling SF: 46	Total SF: 255			
Description			Quantity	Price	Total	#
Clean Wood Framing Members			35	\$0.49 sf	\$17.15	99
Post Construction Cleaning (SF)			46	\$0.23 sf	\$10.58	99
Ceramic Wall Tile Mastic (Avg)			72	\$13.65 sf	\$982.80	21
Ceramic Tile In Mastic (Avg)			35	\$13.65 sf	\$477.75	21
Remove Tile			107	\$5.41 sf	\$578.87	21
Cement Backerboard 1/2" Flr			107	\$3.13 sf	\$334.91	21
Drywall Repair (Standard)			1	\$472.50 ea	\$472.50	09
6" OG Style Base Trim (1 piece)			16	\$4.02 lf	\$64.32	02
Molding Door Set Colonial			1	\$56.37 st	\$56.37	02
3/4" Plywood Subflooring			46	\$2.77 sf	\$127.42	02
Remove Subflooring			46	\$1.01 sf	\$46.46	02
Seal Walls & Ceiling			255	\$0.39 sf	\$99.45	15
Paint Walls & Ceiling			255	\$0.55 sf	\$140.25	15
Paint Base Trim			16	\$0.93 lf	\$14.88	15
Paint Doors Oneside			1	\$22.52 un	\$22.52	15
Paint Door Trim & Jamb 1 side			1	\$18.98 un	\$18.98	15
Paint Windows Oneside			1	\$29.43 un	\$29.43	15
Paint Window Trim Oneside			1	\$18.40 un	\$18.40	15
Paint Ceiling Crown/Cove			28	\$0.97 lf	\$27.16	15

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MARY LOU DOHERTY	949-951 GLENBROOK AVE BRYN MAWR, PA 19010	8/23/16 DOHERTY		
Paint Lip or OG Molding	16	\$0.93 lf	\$14.88	15
Paint Radiator	1	\$40.82 ea	\$40.82	15
Paint Radiator Cover	1	\$29.43 ea	\$29.43	15
Spray Seal Joist	35	\$0.74 sf	\$25.90	15
Remove & Reset Blinds	1	\$22.95 ea	\$22.95	02
Remove & Reset Door	1	\$42.05 ea	\$42.05	02
Remove & Reset Light Fixture	2	\$33.43 ea	\$66.86	16
Remove & Reset Switch Plate	2	\$3.00 ea	\$6.00	16
Remove & Reset Medicine Cabinet	1	\$27.00 ea	\$27.00	02
Remove & Reset Shelving	1	\$42.04 ea	\$42.04	02
Remove & Reset Bath Accessories	2	\$42.17 ea	\$84.34	28
R/Reset Sink Faucet & Drain	1	\$159.73 ea	\$159.73	06
R/Reset Shower Faucet & Drain	1	\$159.73 ea	\$159.73	06
Remove & Reset Toilet	1	\$150.63 ea	\$150.63	06
Remove & Reset Lavatory	1	\$150.63 ea	\$150.63	06
Remove & Reset Bath Tub	1	\$375.75 ea	\$375.75	06
Note: Unit 949	1	\$0.00 ea	\$0.00	01
		Total Room Price:	\$4,938.94	

2ND FL REAR BEDROOM (11' 7" X 11' 5" X 7' 5")  
 Offset 1 (3' 10" X 2' 5" X 7' 5")  
 Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 58	Wall Sf: 434	Ceiling SF: 142	Total SF: 575		
Description		Quantity	Price	Total	#
Post Construction Cleaning (SF)		142	\$0.23 sf	\$32.66	99
Remove Wood Flooring		142	\$2.79 sf	\$396.18	13
Sand, Stain & Finish Floors		142	\$4.45 sf	\$631.90	13
Prefinish Oak Flooring		142	\$16.68 sf	\$2,368.56	13
Shoe Molding Pine		58	\$2.35 lf	\$136.30	02
Seal Walls & Ceiling		575	\$0.39 sf	\$224.25	15
Paint Walls & Ceiling		575	\$0.55 sf	\$316.25	15
Paint Base Trim		58	\$0.93 lf	\$53.94	15
Paint Shoe Molding		58	\$0.93 lf	\$53.94	15
Paint Doors Oneside		3	\$22.52 un	\$67.56	15
Paint Door Trim & Jamb 1 side		3	\$18.98 un	\$56.94	15
Paint Windows Oneside		2	\$29.43 un	\$58.86	15
Paint Window Trim Oneside		2	\$18.40 un	\$36.80	15
Paint Lip or OG Molding		58	\$0.93 lf	\$53.94	15
Paint Radiator		1	\$40.82 ea	\$40.82	15

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MARY LOU DOHERTY	949-951 GLENBROOK AVE BRYN MAWR, PA 19010	8/23/16	
Paint Radiator Cover	1	\$29.43 ea	DOHERTY
Remove & Reset Blinds	1	\$22.95 ea	\$22.95 02
Remove & Reset Door	2	\$42.05 ea	\$84.10 02
Remove & Reset Switch Plate	4	\$3.00 ea	\$12.00 16
Smoke Detector	1	\$87.04 ea	\$87.04 16
Remove & Reset Radiator	1	\$150.62 ea	\$150.62 05
Note: Unit 949	1	\$0.00 ea	\$0.00 01
		Total Room Price:	\$4,915.04

STAIRS 2-3 (8' 3" X 2' 9" X 12' 0" )  
 Offset 1 (0' 0" X 0' 0" X 0' 0" )  
 Offset 2 (0' 0" X 0' 0" X 0' 0" )

Linear Feet: 22	Wall Sf: 264	Ceiling SF: 23	Total SF: 287		
Description		Quantity	Price	Total	#
Post Construction Cleaning (SF)		23	\$0.23 sf	\$5.29	99
Sand & Finish Steps (per step)		11	\$73.72 ea	\$810.92	13
Seal Walls & Ceiling		287	\$0.39 sf	\$111.93	15
Paint Walls & Ceiling		287	\$0.55 sf	\$157.85	15
Paint Doors Oneside		2	\$22.52 un	\$45.04	15
Paint Door Trim & Jamb 1 side		3	\$18.98 un	\$56.94	15
Paint Stair Riser		12	\$15.94 ea	\$191.28	15
Paint Stair Stringer		24	\$4.43 lf	\$106.32	15
Remove & Reset Light Fixture		1	\$33.43 ea	\$33.43	16
Remove & Reset Bannister		13	\$5.22 lf	\$67.86	02
Shower Rod		1	\$42.80 ea	\$42.80	06
Note: Unit 949		1	\$0.00 ea	\$0.00	01
		Total Room Price:	\$1,629.66		

3RD FL BEDROOM (17' 9" X 8' 5" X 6' 10" )  
 Offset 1 (12' 5" X 3' 2" X 6' 10" )  
 Offset 2 (5' 7" X 3' 7" X 6' 0" )

Linear Feet: 102	Wall Sf: 681	Ceiling SF: 209	Total SF: 889		
Description		Quantity	Price	Total	#
Post Construction Cleaning (SF)		209	\$0.23 sf	\$48.07	99
Shoe Molding Pine		102	\$2.35 lf	\$239.70	02
Seal Walls & Ceiling		889	\$0.39 sf	\$346.71	15
Paint Walls & Ceiling		889	\$0.55 sf	\$488.95	15
Paint Base Trim		102	\$0.93 lf	\$94.86	15
Paint Shoe Molding		102	\$0.93 lf	\$94.86	15

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MARY LOU DOHERTY	949-951 GLENBROOK AVE	BRYN MAWR, PA 19010	8/23/16
			DOHERTY
Paint Doors Oneside	4	\$22.52 un	\$90.08 15
Paint Door Trim & Jamb 1 side	4	\$18.98 un	\$75.92 15
Paint Windows Oneside	3	\$29.43 un	\$88.29 15
Paint Window Trim Oneside	3	\$18.40 un	\$55.20 15
Paint Lip or OG Molding	102	\$0.93 lf	\$94.86 15
Carpet Tear Out	23	\$3.68 sy	\$84.64 14
Carpet Installation	23	\$4.84 sy	\$111.32 14
Carpet Padding (Good Grade)	23	\$4.60 sy	\$105.80 14
Carpet Residential (Good Grade)	26	\$36.78 sy	\$956.28 14
Remove & Reset Blinds	2	\$22.95 ea	\$45.90 02
Remove & Reset Door	2	\$42.05 ea	\$84.10 02
Residential Light Fixture Good	1	\$130.50 ea	\$130.50 16
Remove & Reset Radiator	1	\$150.62 ea	\$150.62 05
Note: Unit 949	1	\$0.00 ea	\$0.00 01
		<b>Total Room Price:</b>	<b>\$3,386.66</b>

KITCHEN (11' 4" X 8' 2" X 7' 8")  
 Offset 1 (5' 11" X 3' 4" X 7' 8")  
 Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 58	Wall Sf: 441	Ceiling SF: 112	Total SF: 553	
			Quantity	Price
				Total
			#	
Post Construction Cleaning (SF)		112	\$0.23 sf	\$25.76 99
Clean & RegROUT Floor		112	\$1.75 sf	\$196.00 21
Seal Walls & Ceiling		553	\$0.39 sf	\$215.67 15
Paint Walls & Ceiling		553	\$0.55 sf	\$304.15 15
Paint Base Trim		58	\$0.93 lf	\$53.94 15
Paint Doors Oneside		4	\$22.52 un	\$90.08 15
Paint Door Trim & Jamb 1 side		5	\$18.98 un	\$94.90 15
Paint Windows Oneside		1	\$29.43 un	\$29.43 15
Paint Window Trim Oneside		1	\$18.40 un	\$18.40 15
Remove & Reset Blinds		1	\$22.95 ea	\$22.95 02
Remove & Reset Door		2	\$42.05 ea	\$84.10 02
Remove & Reset Electric Dryer		1	\$48.65 ea	\$48.65 16
Remove & Reset Washer		1	\$67.50 ea	\$67.50 06
Remove & Reset Range Gas		1	\$103.71 ea	\$103.71 28
Remove & Reset Refrigerator		1	\$33.05 ea	\$33.05 28
Note: Unit 951		1	\$0.00 ea	\$0.00 01
		<b>Total Room Price:</b>	<b>\$1,388.29</b>	

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MARY LOU DOHERTY

949-951 GLENBROOK AVE BRYN MAWR, PA 19010

8/23/16  
DOHERTY

POWDER ROOM	(5' 4" X 3' 0" X 7' 8" )
Offset 1	(0' 0" X 0' 0" X 0' 0" )
Offset 2	(0' 0" X 0' 0" X 0' 0" )

Linear Feet: 17 Wall Sf: 128 Ceiling SF: 16 Total SF: 144

Description	Quantity	Price	Total	#
Post Construction Cleaning (SF)	16	\$0.23 sf	\$3.66	99
Scrape & Prep Floors	16	\$1.26 sf	\$20.16	12
Vinyl Sheet Goods (Solarian)	2	\$59.17 sy	\$118.34	12
Shoe Molding Pine	17	\$2.35 lf	\$39.95	02
1/4" Underlayment	16	\$2.04 sf	\$32.64	02
Seal Walls	128	\$0.39 sf	\$49.92	15
Paint Walls	128	\$0.55 sf	\$70.40	15
Paint Base Trim	17	\$0.93 lf	\$15.81	15
Paint Shoe Molding	17	\$0.93 lf	\$15.81	15
Paint Doors Oneside	1	\$22.52 un	\$22.52	15
Paint Door Trim & Jamb 1 side	1	\$18.98 un	\$18.98	15
Paint Windows Oneside	1	\$29.43 un	\$29.43	15
Paint Window Trim Oneside	1	\$18.40 un	\$18.40	15
Paint Lip or OG Molding	17	\$0.93 lf	\$15.81	15
Remove & Reset Cabinet	1	\$72.09 ea	\$72.09	03
Remove & Reset Bath Accessories	2	\$42.17 ea	\$84.34	28
R/Reset Sink Faucet & Drain	1	\$159.73 ea	\$159.73	06
Remove & Reset Toilet	1	\$150.63 ea	\$150.63	06
Remove & Reset Sink Basin	1	\$101.03 ea	\$101.03	06
Remove & Reset Radiator	1	\$150.62 ea	\$150.62	05
Note: Unit 951	1	\$0.00 ea	\$0.00	01
		<b>Total Room Price:</b>	<b>\$1,190.29</b>	

LIVING/DINING/STAIRS	(11' 10" X 11' 5" X 7' 8" )
Offset 1	(14' 8" X 8' 5" X 7' 8" )
Offset 2	(0' 0" X 0' 0" X 0' 0" )

Linear Feet: 93 Wall Sf: 710 Ceiling SF: 259 Total SF: 969

Description	Quantity	Price	Total	#
Post Construction Cleaning (SF)	259	\$0.23 sf	\$59.57	99
Remove Wood Flooring	259	\$2.79 sf	\$722.61	13
Sand, Stain & Finish Floors	259	\$4.45 sf	\$1,152.55	13
Prefinish Oak Flooring	259	\$16.68 sf	\$4,320.12	13
Sand & Finish Steps (per step)	13	\$73.72 ea	\$956.36	13

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MARY LOU DOHERTY	949-951 GLENBROOK AVE BRYN MAWR, PA 19010	8/23/16		
		DOHERTY		
Plaster Repair (Standard)	1	\$426.25 ea	\$426.25	10
Shoe Molding Pine	93	\$2.35 lf	\$218.55	02
Molding Door Set Colonial	6	\$56.37 st	\$338.22	02
Seal Walls & Ceiling	969	\$0.39 sf	\$377.91	15
Paint Walls & Ceiling	969	\$0.55 sf	\$532.95	15
Paint Base Trim	93	\$0.93 lf	\$86.49	15
Paint Shoe Molding	93	\$0.93 lf	\$86.49	15
Paint Doors Oneside	6	\$22.52 un	\$135.12	15
Paint Door Trim & Jamb 1 side	6	\$18.98 un	\$113.88	15
Paint Window Trim Oneside	3	\$18.40 un	\$55.20	15
Paint Stair Riser	14	\$15.94 ea	\$223.16	15
Paint Spindle	28	\$6.45 ea	\$180.60	15
Paint Stair Stringer	28	\$4.43 lf	\$124.04	15
Door Exterior 6 Panel Colonial	1	\$669.78 ea	\$669.78	02
Scrape Paper Ceilings	259	\$0.45 sf	\$116.55	07
Remove & Reset Blinds	3	\$22.95 ea	\$68.85	02
Remove & Reinstall Draperies	3	\$63.45 ea	\$190.35	28
Remove & Reset Door	2	\$42.05 ea	\$84.10	02
Remove & Reset Light Fixture	1	\$33.43 ea	\$33.43	16
Remove & Reset Switch Plate	8	\$3.00 ea	\$24.00	16
Remove & Reset Bannister	13	\$5.22 lf	\$67.86	02
Remove & Reset Radiator	2	\$150.62 ea	\$301.24	05
Lock (Dead Bolt)	1	\$143.24 ea	\$143.24	28
Lock (Key in Knob)	1	\$112.19 ea	\$112.19	28
Hand Texture Ceiling (Heavy)	259	\$2.71 sf	\$701.89	15
Note: This Room Includes The Coat Closet	1	\$0.00 ea	\$0.00	01
Note: Unit 951	1	\$0.00 ea	\$0.00	01
		<b>Total Room Price:</b>	<b>\$12,625.55</b>	

ENTRANCE PORCH (9' 10" X 5' 7" X 8' 3")  
 Offset 1 (0' 0" X 0' 0" X 0' 0")  
 Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 31	Wall Sf: 254	Ceiling SF: 55	Total SF: 309			
Description			Quantity	Price	Total	#
Clean Floor			55	\$0.20 sf	\$11.00	99
Post Construction Cleaning (SF)			55	\$0.23 sf	\$12.65	99
Molding Door Set Colonial			1	\$56.37 st	\$56.37	02
Seal Walls & Ceiling			309	\$0.39 sf	\$120.51	15
Paint Walls & Ceiling			309	\$0.55 sf	\$169.95	15

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MARY LOU DOHERTY	949-951 GLENBROOK AVE	BRYN MAWR, PA 19010	8/23/16
			DOHERTY
Paint Base Trim	31	\$0.93 lf	\$28.83 15
Paint Doors Oneside	2	\$22.52 un	\$45.04 15
Paint Door Trim & Jamb 1 side	2	\$18.98 un	\$37.96 15
Paint Window Trim Oneside	2	\$18.40 un	\$36.80 15
Paint Ceiling Crown/Cove	31	\$0.97 lf	\$30.07 15
R/Reset Contents & Protect	1	\$37.53 ea	\$37.53 28
Remove & Reset Switch Plate	1	\$3.00 ea	\$3.00 16
Residential Light Fixture Good	1	\$130.50 ea	\$130.50 16
Note: Unit 951	1	\$0.00 ea	\$0.00 01
		<b>Total Room Price:</b>	<b>\$720.21</b>

2ND FL HALL & CLOSET	(6' 0" X 5' 10" X 7' 5")
Offset 1	(8' 9" X 2' 9" X 7' 5")
Offset 2	(0' 0" X 0' 0" X 0' 0")

Linear Feet: 47	Wall Sf: 346	Ceiling SF: 59	Total SF: 405					
				Description				
				Quantity	Price	Total	#	
				Post Construction Cleaning (SF)	59	\$0.23 sf	\$13.57	99
				Remove Wood Flooring	59	\$2.79 sf	\$164.61	13
				Sand, Stain & Finish Floors	59	\$4.45 sf	\$262.55	13
				Prefinish Oak Flooring	59	\$16.68 sf	\$984.12	13
				Shoe Molding Pine	47	\$2.35 lf	\$110.45	02
				Seal Walls & Ceiling	405	\$0.39 sf	\$157.95	15
				Paint Walls & Ceiling	405	\$0.55 sf	\$222.75	15
				Paint Base Trim	47	\$0.93 lf	\$43.71	15
				Paint Shoe Molding	47	\$0.93 lf	\$43.71	15
				Paint Doors Oneside	5	\$22.52 un	\$112.60	15
				Paint Door Trim & Jamb 1 side	6	\$18.98 un	\$113.88	15
				Paint Lip or OG Molding	47	\$0.93 lf	\$43.71	15
				Remove & Reset Switch Plate	2	\$3.00 ea	\$6.00	16
				Remove & Reset Light Fixture	1	\$33.43 ea	\$33.43	16
				Note: Unit 951	1	\$0.00 ea	\$0.00	01
					<b>Total Room Price:</b>	<b>\$2,313.04</b>		

2ND REAR BEDROOM	(11' 9" X 11' 4" X 7' 5")
Offset 1	(3' 9" X 2' 7" X 7' 5")
Offset 2	(0' 0" X 0' 0" X 0' 0")

Linear Feet: 59	Wall Sf: 436	Ceiling SF: 143	Total SF: 579					
				Description				
				Quantity	Price	Total	#	
				Post Construction Cleaning (SF)	143	\$0.23 sf	\$32.69	99

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MARY LOU DOHERTY	949-951 GLENBROOK AVE BRYN MAWR, PA 19010	8/23/16		
		DOHERTY		
Remove Wood Flooring	143	\$2.79 sf	\$398.97	13
Sand, Stain & Finish Floors	143	\$4.45 sf	\$636.35	13
Prefinish Oak Flooring	143	\$16.68 sf	\$2,385.24	13
Shoe Molding Pine	59	\$2.35 lf	\$138.65	02
Seal Walls & Ceiling	579	\$0.39 sf	\$225.81	15
Paint Walls & Ceiling	579	\$0.55 sf	\$318.45	15
Paint Base Trim	59	\$0.93 lf	\$54.87	15
Paint Shoe Molding	59	\$0.93 lf	\$54.87	15
Paint Doors Oneside	3	\$22.52 un	\$67.56	15
Paint Door Trim & Jamb 1 side	3	\$18.98 un	\$56.94	15
Paint Windows Oneside	2	\$29.43 un	\$58.86	15
Paint Window Trim Oneside	2	\$18.40 un	\$36.80	15
Paint Lip or OG Molding	59	\$0.93 lf	\$54.87	15
Paint Radiator	1	\$40.82 ea	\$40.82	15
Remove & Reset Door	2	\$42.05 ea	\$84.10	02
Remove & Reset Light Fixture	1	\$33.43 ea	\$33.43	16
Remove & Reset Switch Plate	4	\$3.00 ea	\$12.00	16
R & R Air Conditioner Window	1	\$98.83 ea	\$98.83	16
Phone Jack & Wire	1	\$75.10 ea	\$75.10	16
Remove & Reset Radiator	1	\$150.62 ea	\$150.62	05
Note: Unit 951	1	\$0.00 ea	\$0.00	01
		Total Room Price:	\$5,016.03	

2ND FL FRONT BEDROOM (11' 6" X 10' 11" X 7' 5")  
 Offset 1 (5' 0" X 2' 7" X 7' 5")  
 Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 60 Wall Sf: 445 Ceiling SF: 138 Total SF: 583

Description	Quantity	Price	Total	#
Remove Wood Flooring	138	\$2.79 sf	\$385.02	13
Sand, Stain & Finish Floors	138	\$4.45 sf	\$614.10	13
Prefinish Oak Flooring	138	\$16.68 sf	\$2,301.84	13
Shoe Molding Pine	60	\$2.35 lf	\$141.00	02
Seal Walls & Ceiling	583	\$0.39 sf	\$227.37	15
Paint Walls & Ceiling	583	\$0.55 sf	\$320.65	15
Paint Base Trim	60	\$0.93 lf	\$55.80	15
Paint Shoe Molding	60	\$0.93 lf	\$55.80	15
Paint Doors Oneside	3	\$22.52 un	\$67.56	15
Paint Door Trim & Jamb 1 side	3	\$18.98 un	\$56.94	15
Paint Windows Oneside	3	\$29.43 un	\$88.29	15

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MARY LOU DOHERTY	949-951 GLENBROOK AVE	BRYN MAWR, PA 19010	8/23/16
			DOHERTY
Paint Window Trim Oneside	3	\$18.40 un	\$55.20 15
Paint Lip or OG Molding	60	\$0.93 lf	\$55.80 15
Paint Radiator	1	\$40.82 ea	\$40.82 15
Remove & Reset Blinds	1	\$22.95 ea	\$22.95 02
Remove & Reset Door	2	\$42.05 ea	\$84.10 02
Remove & Reset Light Fixture	1	\$33.43 ea	\$33.43 16
Remove & Reset Switch Plate	3	\$3.00 ea	\$9.00 16
Smoke Detector	1	\$87.04 ea	\$87.04 16
Remove & Reset Radiator	1	\$150.62 ea	\$150.62 05
Drain & Fill Heating System	1	\$161.73 ea	\$161.73 05
Note: Unit 951	1	\$0.00 ea	\$0.00 01
		<b>Total Room Price:</b>	<b>\$5,015.06</b>

2ND FL BATH	(9' 0" X 4' 11" X 7' 5")
Offset 1	(0' 0" X 0' 0" X 0' 0")
Offset 2	(0' 0" X 0' 0" X 0' 0")

Linear Feet: 28	Wall Sf: 206	Ceiling SF: 44	Total SF: 251	
Description	Quantity	Price	Total	#
Clean Wood Framing Members	44	\$0.49 sf	\$21.56	99
Post Construction Cleaning (SF)	44	\$0.23 sf	\$10.12	99
Ceramic Wall Tile Mastic (Avg)	72	\$13.65 sf	\$982.80	21
Ceramic Tile In Mastic (Avg)	35	\$13.65 sf	\$477.75	21
Remove Tile	107	\$5.41 sf	\$578.87	21
Cement Backerboard 1/2" Flr	107	\$3.13 sf	\$334.91	21
6" OG Style Base Trim (1 piece)	16	\$4.02 lf	\$64.32	02
Seal Walls & Ceiling	251	\$0.39 sf	\$97.89	15
Paint Walls & Ceiling	251	\$0.55 sf	\$138.05	15
Paint Base Trim	16	\$0.93 lf	\$14.88	15
Paint Doors Oneside	1	\$22.52 un	\$22.52	15
Paint Windows Oneside	1	\$29.43 un	\$29.43	15
Paint Window Trim Oneside	1	\$18.40 un	\$18.40	15
Paint Lip or OG Molding	16	\$0.93 lf	\$14.88	15
Spray Seal Joist.	44	\$0.74 sf	\$32.56	15
Door Prehung Colonial Masonite	1	\$331.91 ea	\$331.91	02
Remove & Reset Blinds	1	\$22.95 ea	\$22.95	02
Remove & Reset Door	1	\$42.05 ea	\$42.05	02
Remove & Reset Switch Plate	1	\$3.00 ea	\$3.00	16
Remove & Reset Medicine Cabinet	1	\$27.00 ea	\$27.00	02
Remove & Reset Cabinet	1	\$72.09 ea	\$72.09	03

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MARY LOU DOHERTY	949-951 GLENBROOK AVE	BRYN MAWR, PA 19010	8/23/16
R/Reset Sink Faucet & Drain	1	\$159.73 ea	DOHERTY \$159.73 06
R/Reset Shower Faucet & Drain	1	\$159.73 ea	\$159.73 06
Residential Light Fixture Good	1	\$130.50 ea	\$130.50 16
Remove & Reset Light Fixture	1	\$33.43 ea	\$33.43 16
Remove & Reset Toilet	1	\$150.63 ea	\$150.63 06
Remove & Reset Pedestal Sink	1	\$188.67 ea	\$188.67 05
Remove & Reset Radiator	1	\$150.62 ea	\$150.62 05
Note: Unit 951	1	\$0.00 ea	\$0.00 01
		<b>Total Room Price:</b>	<b>\$4,311.25</b>

STAIRS 2-3 (8' 4" X 2' 10" X 12' 0")  
 Offset 1 (0' 0" X 0' 0" X 0' 0")  
 Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 22	Wall Sf: 268	Ceiling SF: 24	Total SF: 292			
			Quantity	Price	Total	#
			24	\$0.23 sf	\$5.52	99
			292	\$0.39 sf	\$113.88	15
			292	\$0.55 sf	\$160.60	15
			2	\$22.52 un	\$45.04	15
			3	\$3.00 un	\$9.00	15
			12	\$15.94 ea	\$191.28	15
			28	\$4.43 lf	\$124.04	15
			12	\$5.22 lf	\$62.64	02
			1	\$0.00 ea	\$0.00	01
			<b>Total Room Price:</b>	<b>\$712.00</b>		

3RD FL BEDROOM (17' 6" X 8' 3" X 6' 9")  
 Offset 1 (11' 0" X 3' 5" X 6' 9")  
 Offset 2 (5' 11" X 3' 5" X 6' 6")

Linear Feet: 99	Wall Sf: 664	Ceiling SF: 202	Total SF: 866			
			Quantity	Price	Total	#
			202	\$0.23 sf	\$46.46	99
			866	\$0.39 sf	\$337.74	15
			866	\$0.55 sf	\$476.30	15
			99	\$0.93 lf	\$92.07	15
			99	\$0.93 lf	\$92.07	15
			1	\$22.52 un	\$22.52	15
			1	\$18.98 un	\$18.98	15
			3	\$29.43 un	\$88.29	15

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MARY LOU DOHERTY	949-951 GLENBROOK AVE	BRYN MAWR, PA 19010	8/23/16
			DOHERTY
Paint Window Trim Oneside	3	\$18.40 un	\$55.20 15
Paint Lip or OG Molding	99	\$0.93 lf	\$92.07 15
Paint Radiator	1	\$40.82 ea	\$40.82 15
Carpet Tear Out	22	\$3.68 sy	\$80.96 14
Carpet Installation	22	\$4.84 sy	\$106.48 14
Carpet Padding (Good Grade)	22	\$4.60 sy	\$101.20 14
Carpet Residential (Good Grade)	25	\$36.78 sy	\$919.50 14
Remove & Reset Blinds	3	\$22.95 ea	\$68.85 02
Remove & Reset Door	1	\$42.05 ea	\$42.05 02
R & R Air Conditioner Window	1	\$98.83 ea	\$98.83 16
Residential Light Fixture Good	1	\$130.50 ea	\$130.50 16
Smoke Detector	1	\$87.04 ea	\$87.04 16
Note: Unit 951	1	\$0.00 ea	\$0.00 01
		<b>Total Room Price:</b>	<b>\$2,997.93</b>
		<b>Total Estimate Price:</b>	<b>\$88,624.86</b>