Docket #0009 Date Filed: 6/17/2013

Hearing Date and Time: July 10, 2013 at 10:00 a.m. (Prevailing Eastern Time)
Response Date and Time: June 27, 2013 at 4:00 p.m. (Prevailing Eastern Time)

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GMAC Mortgage, LLC in the Adversary Proceeding

Universal Restoration Services, Inc. Plaintiff, *v.* GMAC Mortgage, LLC. Defendant.	Adv. Proc. 13-01278 (MG)
In re RESIDENTIAL CAPITAL, LLC, *et al.*, Debtors.	Case No. 12-12020 (MG) Chapter 11 Jointly Administered

NOTICE OF DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S ADVERSARY COMPLAINT

PLEASE TAKE NOTICE that on June 17, 2013, Defendant GMAC Mortgage, LLC ("GMACM"), a defendant and debtor and debtor in possession in the above-captioned chapter 11 cases, filed the attached *Defendant's Motion to Dismiss Plaintiff's Adversary Complaint* (the "Motion").

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PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will take place on **July 10, 2013 at 10:00 a.m. (Prevailing Eastern Time)** before the Honorable Martin Glenn, at the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408, Room 501.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion must be made in writing, conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Notice, Case Management, and Administrative Procedures approved by the Bankruptcy Court [Docket No. 141], be filed electronically by registered users of the Bankruptcy Court's electronic case filing system, and be served, so as to be received no later than **June 27, 2013 at 4:00 p.m. (Prevailing Eastern Time)**, upon: (a) counsel to the Debtors, Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, NY 10104 (Attention: Norman S. Rosenbaum, Stefan W. Engelhardt and Paul Galante); (b) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, NY 10004 (Attention: Tracy Hope Davis, Linda A. Riffkin, and Brian S. Masumoto); (c) the Office of the United States Attorney General, U.S. Department of Justice, 950 Pennsylvania Avenue NW, Washington, DC 20530-0001 (Attention: US Attorney General, Eric H. Holder, Jr.); (d) Office of the New York State Attorney General, The Capitol, Albany, NY 12224-0341 (Attention: Nancy Lord, Esq. and Enid N. Stuart, Esq.); (e) Office of the U.S. Attorney for the Southern District of New York, One St. Andrews Plaza, New York, NY 10007 (Attention: Joseph N. Cordaro, Esq.); (f) counsel for Ally Financial Inc., Kirkland & Ellis LLP, 153 East 53rd Street, New York,

NY 10022 (Attention: Richard M. Cieri and Ray Schrock); (g) counsel for the committee of unsecured creditors, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attention: Kenneth Eckstein and Douglas Mannal); (h) counsel for Ocwen Loan Servicing, LLC, Clifford Chance US LLP, 31 West 52nd Street, New York, NY 10019 (Attention: Jennifer C. DeMarco and Adam Lesman); (i) counsel for Berkshire Hathaway Inc., Munger, Tolles & Olson LLP, 355 South Grand Avenue, Los Angeles, CA 90071 (Attention: Thomas Walper and Seth Goldman); (j) Internal Revenue Service, P.O. Box 7346, Philadelphia, PA 19101-7346 (if by overnight mail, to 2970 Market Street, Mail Stop 5-Q30.133, Philadelphia, PA 19104-5016); and (k) Securities and Exchange Commission, New York Regional Office, 3 World Financial Center, Suite 400, New York, NY 10281-1022 (Attention: George S. Canellos, Regional Director).

PLEASE TAKE FURTHER NOTICE that if you do not timely file and serve a written response to the relief requested in the Motion, the Bankruptcy Court may deem any opposition waived, treat the Motion as conceded, and enter an order granting the relief requested in the Motion without further notice or hearing.

Dated: June 17, 2013
New York, New York

Respectfully submitted,

/s/ Norman S. Rosenbaum

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UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

Universal Restoration Services, Inc. Plaintiff, *v.* GMAC Mortgage, LLC. Defendant.	Adv. Proc. 13-01278 (MG)
In re RESIDENTIAL CAPITAL, LLC, *et al.*, Debtors.	Case No. 12-12020 (MG) Chapter 11 Jointly Administered

DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S ADVERSARY COMPLAINT

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Defendant GMAC Mortgage, LLC ("GMACM" or "Defendant"), a debtor and debtor in possession in the above-captioned chapter 11 case (collectively with all affiliated non-defendant debtors and debtors in possession, the "Debtors"), hereby submits this motion (the "Motion") to dismiss the above-referenced adversary proceeding (the "Adversary Proceeding") commenced by Plaintiff Universal Restoration Services, Inc. ("Plaintiff" or "Universal"). The Court should dismiss the Adversary Proceeding as contravening the automatic stay and claims process.

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157 (a) and 1334(b). Venue is proper under 28 U.S.C. § 1409. This is a non-core proceeding pursuant to 28 U.S.C. §§ 157(b)(1) and (b)(2). Nonetheless, pursuant to Local Bankruptcy Rule 7012-1, GMACM or Debtor consents to entry of a final order or judgment by this Court if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgment consistent with Article III of the United States Constitution.

II. BACKGROUND

A. General Bankruptcy Case Background

2. On May 14, 2012 (the "Petition Date"), each of the Debtors filed a voluntary petition in this Court for relief under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code").

3. The Debtors are a leading residential real estate finance company indirectly owned by Ally Financial Inc., which is not a Debtor. Prior to the consummation of certain asset sales, during the pendency of the Chapter 11 Cases, the Debtors and their non-debtor affiliates operated the fifth largest mortgage servicing business and the tenth largest mortgage origination business in the United States.

4. The Debtors are managing and operating their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. Their chapter 11 cases (collectively, the "Chapter 11 Cases") are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). No trustee has been appointed in the Chapter 11 Cases.

5. On May 16, 2012, the United States Trustee for the Southern District of New York (the "U.S. Trustee") appointed a nine member official committee of unsecured creditors.

6. On July 3, 2012, the U.S. Trustee appointed the Honorable Arthur T. Gonzalez, former Chief Judge of this Court, as examiner (the "Examiner").

B. Events Giving Rise to the Adversary Proceeding

7. Universal alleges that its claims arise out of a foreclosure action GMACM filed against Jorge Escobar ("Escobar") in the Circuit Court of Cook County, Illinois, Chancery Division. (Compl. ¶ 5.) Universal asserts that it sought to intervene in the foreclosure action to enforce its rights under a mechanic's lien against Escobar's property. (Id. ¶ 6.)

8. According to the Complaint, the mechanic's lien was resolved as part of a global agreement between Escobar, GMACM, and Universal. (Id. ¶ 8.) Prior to receiving payment from GMACM under that agreement, however, Universal alleges that a fire damaged Escobar's property. (Id. ¶¶ 9-10.) Universal further alleges that after the fire, Escobar and Universal "entered into a new contract dated October 2, 2009, whereby they agreed Universal would perform new and additional work on the property to repair the fire damage," and "Universal prepared an estimate of $109,410.52 for the fire damage repair work." (Id. ¶¶ 10-11.)

9. Universal avers that at some point after the fire, the property insurer approved the repair estimate and issued a check in the amount of $108, 910.52 payable to Escobar, GMACM, and Universal. (Id. ¶¶ 12, 15.) Universal asserts that, after receiving the insurance check, the parties entered into a stipulation, "subsequently incorporated into a court order in the Foreclosure Action whereby GMAC[M] agreed to hold in escrow the $108,910.57 . . . to pay Universal for the fire repair damage work it had contracted to perform." (Id. ¶ 16.)

10. According to the Complaint, on October 22, 2009, the October 2, 2009 contract was amended by Universal and Escobar to reflect a new amount of $151,691.04 "for necessary repair of additional fire damage to the property that had been identified." (Id. ¶ 23.)

11. The Complaint further states that "at some point, due to the foreclosure action, Escobar vacated the property and surrendered possession . . . to GMACM," allegedly requiring GMACM to coordinate the remaining repair work with Universal. (Id. ¶¶ 26.) Despite purportedly receiving "assurances" as to the scope of work, Universal asserts that GMACM "failed to cooperate or communicate with Universal thereby preventing Universal from completing the remaining work under the Amended October 22, 2009 Contract and failed to pay Universal from escrowed insurance proceeds for repair work already completed pursuant to said agreement." (Id. ¶¶ 11, 33.)

12. On or about May 5, 2011, Universal brought suit against GMACM in Circuit Court of Cook County, Illinois, Case No. 11 L 4635 (the "State Court Action"). Universal asserts the following causes of action in the pending State Court Action: (1) breach of fiduciary duty; (2) breach of contract; (3) fraud; and (4) constructive trust. (Compl. at 1; see also Second Amended Complaint, Universal Restoration Servs., Inc. v. GMAC Mortgage, LLC, No.

11 L 4635 (Ill. Circuit Ct., Cook County), attached hereto as Exhibit 1 (the "State Court Complaint") at 5-12.)

C. The Adversary Proceeding

13. On March 1, 2013, Universal filed the instant Complaint initiating this Adversary Proceeding.

14. Plaintiff asserts two causes of action: (1) Determination that Funds are not "Property of the Estate" under § 541 of the Bankruptcy Code; and (2) Promissory Estoppel. (Id. ¶¶ 35-44.) Universal seeks the following relief: (1) declaration that the funds being held in escrow by GMACM are being held in trust for Universal; (2) determination that GMACM is estopped from claiming said funds are property of the estate pursuant to the doctrine of promissory estoppel; and (3) directing GMACM to turn over the insurance funds to Universal. (Id. at 9.)

15. Although the causes of action in the Complaint differ in name from those asserted in the state court action, the facts alleged and the relief sought suggest Plaintiff seeks to recover under the same theory of liability contained in the state court complaint. In particular, Universal's Complaint in this case asks the Court to order "turnover" of the insurance proceeds held by GMACM (id. ¶¶ 39 ("Universal is entitled to a turnover of said funds being held in trust by GMAC for its benefit in the amount of $108,910.52.")—the same relief that Universal requests in the State Court Action. (See State Court Compl. at 11 ("Plaintiff . . . prays that this Honorable Court . . . order a constructive trust to be raised on the amount of $108,910.52, . . . [and] order GMAC to turn over all funds within the trust created herein to Universal . . . .") Universal's Complaint in this case also explicitly premises a promissory estoppel claim on its expectancy interest in the October 22, 2009 contract (id. ¶ 44)—the same contract that forms the

basis of Universal's claims in the State Court Action. (See, e.g., State Court Compl. ¶ 18 ("[A]n agreement was made among the parties whereby GMAC agreed to hold in escrow the $108,910.57 to pay Universal for the work to be performed.")

III. ARGUMENT

A. Universal May Not Use This Adversary Proceeding to Circumvent the Bankruptcy Claims Process

16. This Adversary Proceeding amounts to an impermissible attempt by Universal to circumvent both the automatic stay and the bankruptcy claims process. In order for Universal to pursue its claims in litigation, it must file a motion for relief from stay with this Court. It did not. Instead, Universal re-filed virtually the same action that it previously filed in Illinois state court. Universal should not be permitted to circumvent the bankruptcy claims process by disguising its pending State Court Action as an adversary proceeding.

17. A creditor asserting a pre-petition claim for money damages that is barred by the automatic stay may not file an adversary proceeding under Bankruptcy Rule 7001 to recover on such claim. See In re Ephedra Prods. Liability Litig., 329 B.R. 1, 7 (S.D.N.Y. 2005) ("In bankruptcy, 'the only appropriate way to assert a claim against a debtor's estate is through the timely filing of a properly executed proof of claim' and not through an adversary proceeding.") (citing Dade Cnty. Sch. Dist. v. Johns-Manville Co. v. Coastal Grp. Inc. (In re Johns-Manville Corp.), 53 B.R. 346, 354 (Bankr. S.D.N.Y. 1985)); see also Healy/Mellon-Stuart Co. v. Coastal Grp., Inc. (In re Coastal Grp., Inc.), 100 B.R. 177, 178-79 (Bankr. D. Del. 1989); Galitz v. Edghill (In re Edghill), 113 B.R. 783, 783-84 (Bankr. S.D. Fla. 1990) (holding that Rule 7001 did not give creditor the right to sue on pre-petition, state-law claim in the bankruptcy forum); Sears, Roebuck, & Co. v. Penney (In re Penney), 76 B.R. 160, 161-62 (Bankr. N.D. Cal. 1987); Sears, Roebuck, & Co. v. Willhite (In re Willhite), No. 87-00959, 1988 WL 1058216, at

*1-2 (Bankr. N.D. Cal. June 28, 1988) (same). This is particularly true where the adjudication through an adversary proceeding would be "a waste of judicial resources . . . when the claims process is moving the same issues down a parallel track." Mondragon v. Circuit City Stores, Inc. (In re Circuit City Stores Inc.), Adv. No. 09-03073, 2010 WL 120014, at *5 (Bankr. E.D. Va. Jan. 11, 2010) (citing Binford v. First Magnus Fin. Corp. (In re First Magnus Fin. Corp.), Adv. No. 07-00060, 2008 WL 348805 (Bankr. D. Ariz. Feb. 6, 2008), aff'd, 403 B.R. 659 (D. Ariz. 2009)).

18. This Adversary Proceeding is clearly an attempt by Universal to circumvent both the claims process and the automatic stay. Clear grounds exist for the Court to dismiss the Adversary Complaint. Indeed, the allegations in the Complaint as to GMACM all relate to pre-petition conduct, including allegations concerning: an "Escrow Agreement," allegedly entered into in September 2009; two contracts that Universal and Escobar entered into in October 2009 pursuant to which Universal now seeks to collect monetary damages against GMACM stemming from GMACM's alleged breach; and GMACM's alleged failure to pay Universal from the "escrow" proceeds between September 2009 and March 2010. (Compl. ¶¶ 10, 16-25, 26, 29, 32-34, 44.) Moreover, the conduct at issue in Universal's Complaint ends two years before the Debtors' bankruptcy. Universal cannot circumvent the stay or avoid the claims process by recasting its claims as an adversary proceeding. See In re First Magnus Fin. Corp., 2008 WL 348805, at *2; see also In re Ray, 46 B.R. 424, 426 (S.D. Ga. 1984) (holding that the bankruptcy court can dismiss a case "where to do so perpetuates the proper use of the bankruptcy mechanism."). If Universal wanted to pursue its claims in litigation, then it should have filed a motion for relief from stay with this Court. But it did not. Accordingly, pursuant to this Court's inherent powers under 11 U.S.C. § 105, this Court should dismiss Universal's claims

against GMACM in this Adversary Proceeding, which is duplicative of the normal bankruptcy claims procedure.

19. This Court addressed similar issues in Evergreen Solar, Inc. v. Barclays PLC (In re Lehman Bros. Holdings, Inc.), Adv. No. 08-01633, 2011 WL 722582, at *7-8 (Bankr. S.D.N.Y. Feb. 22, 2011), where it held that a claim for damages resulting from an alleged breach of contract was not properly brought in an adversary proceeding and could properly be brought only through the proof of claim process. Accord DBL Liquidating Trust v. Majutama (The Drexel Burnham Lambert Grp., Inc.), 148 B.R. 993, 998-99 (Bankr. S.D.N.Y. 1992). This Court reached that decision on the basis that Bankruptcy Rule 7001 enumerates nine categories of controversies that may be brought as adversary proceedings, and a claim for damages for a breach of contract is not included among those categories. Id. Because it is clear that Universal seeks to hold GMACM responsible under Universal's October 2009 repair contract with Escobar and the alleged "Escrow Agreement," the claims in this Adversary Proceeding do not fall within the categories enumerated by Bankruptcy Rule 7001 and, accordingly, should be dismissed.

20. Although Universal attempts to disguise its causes of action as an adversary proceeding, they remain essentially identical to the causes of action in Universal's State Court Action.

21. Under Count I, Universal seeks a "determination" that the funds at issue are not property of the estate and a "turnover," of nearly the entire amount of its October 2009 repair contract with Escobar. (Compl. ¶¶ 37-39.) In essence, Universal asks this Court to resolve the merits of the State Court Action, including the breach of contract claim. This is evidenced by the fact that Universal avers that it only performed $10,986.60 of work under the repair contract. (Id.. ¶ 24.) This Court cannot rule on Count I and order GMACM to turn over

$108,910.52 without examining Universal's alleged basis for why it is entitled to those funds—the precise issue at stake in the breach of contract claim in the State Court Action. (See, e.g., State Court Compl. ¶¶ 40-52, at 9-11.)

22. Universal's promissory estoppel cause of action (Count II), also is a recast of its claims in the State Court Action. It is plain that what Universal seeks, again, is an adjudication of its breach of contract claim:

> "[Universal] relied on GMAC's promise to make payments from the funds held in escrow when it entered into the October 2, 2009 Contract and the Amended October 22, 2009 Contract . . . . [And] "has yet to be paid for the work already performed on the property or to realize the expectancy of the Amended October 22, 2009 contract, for which GMAC promised payment to be made from the escrowed funds."

(Id. ¶¶ 42, 44.) Universal, thus, premises its promissory estoppel claim on its alleged rights under the October 2009 contract—the same contract at issue in the State Court Action. (See, e.g., State Court Compl. ¶¶ 26-28 ("While the initial contract was for the sum of $109,410.52, on or about Octoboer 22, 2009, the contract was amended between Universal and Escobar and increased to the amount of $151,691.04, in light of the additional work which was then identified (the 'Contract') . . . . In reliance upon the aforesaid representations and agreements, Universal began performing work at the Property pursuant to the Contract . . . . GMAC did not pay Universal.")

23. Moreover, the prayer for relief in Universal's Complaint in this case seeks a determination that "GMAC is estopped from claiming said funds are property of the estate pursuant to the doctrine of promissory estoppel." (Compl. at 9.) To resolve that issue, the Court would need to examine the legal bases for Universal's assertion that it is entitled to the entire value of the insurance proceeds, as the Complaint fails to explain how Universal could be

entitled to the entire amount of proceeds, other than implying entitlements flowing from its contract with Escobar. In other words, Universal asks the Court to resolve Universal's contract claim—again, the precise issue at stake in the State Court Action. (See State Court Compl. at 7-8.)

24. Universal's effort to obtain a declaratory judgment and turnover of $108,910.52 amount to nothing more than a recasting of its breach of contract claim in the State Court Action. Moreover, although Bankruptcy Rule 7001(7) provides that adversary proceedings may include requests for injunctive or equitable relief, where, as here, that claim reduces to a money judgment, equitable relief must be denied. In re Johns-Manville Corp., 53 B.R. at 354-55 (holding that because a mandatory injunction requiring the debtor to remove asbestos would force expenditure of substantial assets, it reduced to a money judgment making adversary proceedings an inappropriate vehicle for adjudicating the claim) (citing Ohio v. Kovacs, 469 U.S. 274 (1985)); United States v. Robinson (In re Robinson), 46 B.R. 136 (Bankr. M.D. Fla. 1985), rev'd on other grounds, 55 B.R. 355 (M.D. Fla. 1985).

25. In this case, Universal's declaratory judgment claim essentially seeks a money judgment; specifically, entitlement to monies Universal claims should have been or are being held in "escrow," and to which it is entitled pursuant to work to be performed under a repair contract. (Compl. ¶¶ 32-34, 37-38.) That is exactly what Universal seeks in the pending State Court Action, in which it alleges GMACM "breached the Contract by and between [GMACM] and Universal[.]" (State Court Compl. ¶ 51.) Accordingly, Universal's declaratory judgment claim should be dismissed. See Camofi Master LDC v. College P'ship, Inc., 452 F. Supp. 2d 462, 480-81 (S.D.N.Y. 2006) (granting motions to dismiss claim for declaratory judgment that was "duplicative of the adjudication of [defendant-counterclaimant's] breach of

contract claim" and would not "serve a useful purpose in clarifying and settling the legal relations in issue" or "afford relief from the uncertainty, insecurity, and controversy giving rise to the proceeding") (citations omitted).

B. The Relief Sought by Universal Would Provide It Preferential Treatment to the Detriment of All Other Creditors

26. The relief sought by Universal, "a turnover" of the funds allegedly held in "escrow," essentially seeks the imposition of a constructive trust on existing assets of the Estate. This would, in effect, provide Universal preferential treatment to the detriment of all other creditors of the Estate who are awaiting their own recovery in the context of the larger claims process, and amount to a claim for damages for a breach of contract as discussed in the cases cited herein. See In re Kulzer Roofing, Inc., 139 B.R. 132, 138 (Bankr. E.D. Pa. 1992), aff'd sub nom., McMillen v. Jarmul (In re Jarmul), 150 B.R. 134 (Bankr. W.D. Pa. 1993) ("[W]e are not inclined to allow creditors to utilize a trust theory as a means of obtaining preferential treatment in a bankruptcy.") (citation omitted).

27. Thus, the imposition of a constructive trust is contrary to the Bankruptcy Code's purpose to distribute funds equally among the debtor's creditors because, in essence, it allows one alleged creditor to receive more than its share at the expense of other creditors. See Superintendent of Ins. for N.Y. v. Ochs (In re First Cent. Fin. Corp.), 377 F.3d 209, 217 (2d Cir. 2004) ("[t]he constructive trust doctrine can wreak . . . havoc with the priority system ordained by the Bankruptcy Code.") (citing Haber Oil Corp. v. Swinehart (In re Haber Oil Co.), 12 F.3d 426, 436 (5th Cir 1994)); Cadle Co. v. Mangan (In re Flanagan), 503 F.3d 171, 182 (2d Cir. 2007) (rejecting the imposition of a constructive trust and stating "the effect of a constructive trust in bankruptcy is to take the property out of the debtor's estate and to place the constructive trust claimant ahead of other creditors with respect to the trust *res* . . . . It is therefore not the debtor

who generally bears the burden of a constructive trust in bankruptcy, but the debtor's general creditors. This type of privileging of one unsecured claim over another clearly thwarts the principle of ratable distribution underlying the Bankruptcy Code. As a consequence bankruptcy courts have been reluctant, absent a compelling reason, to impose a constructive trust on the property estate.") (internal citations omitted); Brown v. Capital Title Agency (In re Pauley & McDonald, Inc.), 215 B.R. 37, 41-50 (Bankr. D. Ariz. 1996) (holding that real estate agents could not establish express, resulting, or constructive trust for purposes of removing earned sales commissions from debtor's real estate broker's estate; therefore, sales commissions would remain property of the estate under § 541).

IV. CONCLUSION

Accordingly, for the reasons set forth herein, GMACM respectfully requests that the Court dismiss the Adversary Proceeding with prejudice and grant such other and further relief as it deems just and proper.

Dated: June 17, 2013
New York, New York

/s/ Norman S. Rosenbaum

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Counsel for the Debtors and Debtors in Possession

Exhibit 1

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

UNIVERSAL RESTORATION SERVICES, INC.,
Plaintiff,

v.

GMAC MORTGAGE, LLC and
JORGE R. ESCOBAR,

Defendants,

No. 11 L 4635

SECOND AMENDED COMPLAINT

NOW COMES the Plaintiff, UNIVERSAL RESTORATION SERVICES, INC. ("Universal"), by and through its attorneys, DICKLER, KAHN, SLOWIKOWSKI & ZAVELL, LTD., and as and for its Second Amended Complaint against the Defendants, JORGE R. ESCOBAR and GMAC MORTGAGE, LLC, states as follows:

FACTS COMMON TO ALL COUNTS

1. Plaintiff, UNIVERSAL RESTORATION SERVICES, INC., (hereinafter referred to as "Universal" and/or "Plaintiff") is an Illinois corporation located in Cook County, Illinois.

2. Defendant, JORGE R. ESCOBAR, (hereinafter referred to as "Escobar") at all relevant times hereto was a resident of Cook County and at relevant times was the owner of the property located at 9640 Laramie Street, Skokie, Illinois 60077, (the "Property").

3. Defendant, GMAC MORTGAGE, LLC. ("GMAC"), in 2005 issued a mortgage to Escobar and his wife, which mortgage was secured by the Property.

4. On or about March 5, 2009, Plaintiff entered into a Contract with Escobar to perform various work at the Property for a total contract amount of $91,951.16. Work on that Contract was completed on or about May 10, 2009.

5. Escobar failed to pay all sums due and owing arising from the March 5, 2009 contract.

6. Thereafter, Universal filed a Mechanic's Lien against the property for $54,936.32, which was the balance due for that work.

7. In 2009, GMAC filed a mortgage foreclosure action, seeking to foreclose the mortgage on the Property, in the matter entitled GMAC Mortgage v Jorge R. Escobar, Cook County Case No: 09 CH 7418 (the "Mortgage Foreclosure Case"). GMAC did not name Universal as a defendant in its Complaint to foreclose the mortgage.

8. Universal filed a motion in the Mortgage Foreclosure Case seeking to intervene as a party and to file its answer and counterclaim to foreclose its mechanics lien. Universal asserted priority of its lien ahead of the mortgage.

9. The mechanic's lien was later resolved in the mortgage foreclosure case, as a part of a global agreement between Universal, GMAC and Escobar, and subsequently Universal received payment for that work.

10. After the prior work that was the subject of the mechanics lien was completed, and prior to the global agreement and before Universal was paid for that prior work, a fire occurred at the Property causing new and additional damages.

11. Escobar agreed that Universal would perform additional and new work on the Property to repair the fire damage. A copy of the Contract by and between Universal and Escobar for the new work is attached hereto as Exhibit 1.

12. Universal prepared an estimate of the work to be performed, and the amount of the estimate was $109,410.52.

13. As a result of this Contract by and between Universal and Escobar, an insurance claim was made on Auto Club Insurance Association, the insurer insuring the Property for property damage. The insurer approved the initial estimate.

14. On or about August 21, 2009, Auto Club Insurance Association ("AAA") insurance adjuster Karl Meinhardt communicated with Racquel Flores of GMAC and forwarded to GMAC the approved Universal initial estimate in the amount of $109,410.52.

15. Therefore, and thereafter, GMAC knew and was aware of the scope of the property damage, knew that Universal was performing the work at the Property, knew that there was a Contract for the work, and knew that Escobar and the insurer had agreed to Universal performing the work to repair the fire damage pursuant to the estimate.

16. On August 24, 2009, AAA issued check number 30709708, payable to the Escobars, Universal, and GMAC, in the amount of $108,910.52, to pay for the initial additional repair work. A true and correct copy of the check is attached hereto as Exhibit 2. The check amount was based solely upon Universal's estimate to repair the property.

17. Universal was a named payee on the check, and the check was mailed to Universal's home office.

18. As a result of the prior difficulties in obtaining payment on the prior project as work progressed, an agreement was made among the parties whereby GMAC agreed to hold in escrow the $108,910.57 to pay Universal for the work to be performed. Universal, GMAC and Escobar agreed that GMAC would hold the funds in escrow for the benefit of Universal.

19. GMAC therefore was acting as an escrowee, for the benefit of Universal and Escobar.

20. The escrow was for the purpose of paying Universal for the work to be performed.

21. In the mortgage foreclosure case, Universal, GMAC and Escobar entered into an agreement whereby Universal would be paid for the earlier work, and also entered into the aforementioned agreement that GMAC would receive the funds to be held in escrow to pay Universal for the work to be performed. Accordingly, on September 22, 2009, the Court in the mortgage foreclosure case entered an Order drafted and agreed to by counsel for Universal, GMAC and Escobar, which in part directed the $108,910.52 "to be held in escrow by GMAC and paid to Universal Restoration Services with customary draws as work proceeds", for this additional repair work. A true and correct copy of the Order is attached hereto as Exhibit 3.

22. The Order contemplated that the $108,910.52 was only a portion of the cost of the prospective work to be performed by Universal.

23. The Order contemplated that GMAC would pay Universal customary construction draws.

24. Universal relied upon GMAC's representations and agreements, which were made by and through GMAC's attorney. Universal relied upon GMAC's representations and agreement that the funds would be held in escrow by GMAC and would be used to pay Universal for the repair work performed by Universal at the Property. Universal agreed to allow GMAC to act

as escrowee and therefore authorized the deposit of the AAA check by GMAC in reliance on the representations and agreement that these funds would be held in escrow and used to pay Universal.

25. GMAC took the check and, upon information and belief, negotiated the check and deposited the funds.

26. While the initial written contract was for the sum of $109,410.52, on or about October 22, 2009, the contract was amended between Universal and Escobar and increased to the amount of $151,691.04, in light of the additional necessary work which was then identified (the "Contract"). A copy of the Contract is attached hereto as Exhibit 4.

27. In reliance upon the aforesaid representations and agreements, Universal began performing work at the Property pursuant to the Contract. Universal initially completed work for the amount of $10,986.80, and sought payment from the escrow being held by GMAC.

28. GMAC did not pay Universal.

29. At some point, in light of the foreclosure, Escobar was no longer living at the Property, and therefore Universal also required GMAC's cooperation to coordinate the remaining work, including access to the Property and payment.

30. Since Escobar was not living at the Property and GMAC was holding the money as escrowee to pay Universal, Universal was to submit its requests to GMAC for payment.

31. Universal submitted its request to GMAC for payment.

32. GMAC failed to make payment to Universal from the funds it held in escrow, despite repeated requests by Universal. Such requests and communications about payment included, but were not limited to, communications from Universal with Raquel Flores, an employee of GMAC, on the following dates: September 28, 2009; October 2, 2009; October 19, 2009; October 26, 2009; November 5, 2009; December 14, 2009; and December 15, 2009.

33. Beginning on December 29, 2009, Universal also began communicating with GMAC employee, Susan Turner about payments due for the work completed and about the remaining work to be performed.

34. On December 30, 2009, Susan Turner confirmed with Universal the scope of the work to be performed and completed by Universal.

35. Thereafter, Universal continued to communicate and/or attempt to communicate with GMAC through March 31, 2010. GMAC failed to make any payment to Universal, despite the repeated demands.

36. Thereafter, counsel for Universal contacted counsel for GMAC about the outstanding payment, and to obtain GMAC's cooperation in allowing the balance of the work to proceed.

37. GMAC failed to cooperate with Universal. GMAC failed to pay Universal out of the escrow and failed to allow the work to proceed and/or interfered with Universal, thereby preventing Universal from completing the remaining work pursuant to the Agreement.

38. GMAC refused to cooperate with Universal and to make payment to Universal.

39. Despite the above stated repeated attempts to coordinate the work by Universal and to proceed with the work, GMAC failed to respond or to issue payment from the escrow.

40. On information and belief, rather than pay Universal the funds it held in escrow for the benefit of Universal, and notwithstanding the Court Order of September 22, 2009, upon which GMAC was bound, GMAC retained the funds and used or transferred said funds for its own benefit.

UNIVERSAL v. GMAC

COUNT I - BREACH OF FIDUCIARY DUTY

1-40. Plaintiff restates and reallages paragraphs 1 through 40 of Facts Common to All Counts, as and for Paragraphs 1 through 40 of this Count I.

41. Universal agreed to make the deposit of the funds into the escrow due to the specific agreement that GMAC would hold the funds in escrow.

42. GMAC agreed to hold the funds for the benefit of Universal.

43. GMAC agreed to hold the funds in escrow for the benefit of Universal, for the purpose of paying Universal.

44. At no time was there any agreement that any of the funds would be paid to GMAC, or that GMAC could take or use the funds for its own purpose, or any other reason other than to pay Universal.

45. This Agreement was embodied in the Court Order of September 22, 2009.

46. By virtue of GMAC agreeing to hold the funds for the benefit fo Universal, GMAC was at all relevant times an escrowee.

47. A fiduciary relationship existed between GMAC and Universal, by virtue of GMAC being and acting as an escrowee to hold the funds for the benefit of Universal. GMAC had a fiduciary duty to Universal, the beneficiary of the escrow, to use the funds in accordance with the purpose and terms of the escrow agreement.

48. GMAC breached its fiduciary duty to Universal by one or more of the following acts and/or omissions:

a. GMAC failed to follow the terms of the escrow by failing to pay Universal;

b. GMAC failed to distribute the funds due to Universal;

c. GMAC interfered with the processing of payment to Universal to prevent the continuation of the work, and also interfered with Universal's performance of the work pursuant to the Contract; and/or

d. GMAC retained, used and/or transferred the funds from the escrow for its own benefit, and without approval or permission of Universal.

49. As a direct and proximate result of one or more of GMAC's breaches of its fiduciary duty, Universal has been damaged.

50. Universal's damages include the money due it from the escrow, and additionally damages which arise from GMAC's wrongful conduct which prevented Universal from completing the work.

WHEREFORE, Plaintiff, UNIVERSAL RESTORATION SERVICES, INC., prays that this Honorable Court enter a judgment in favor of the Plaintiff and against Defendant, GMAC MORTGAGE, LLC, in an amount in excess of $50,000.00, plus punitive damages for its

intentional and malicious acts, plus costs, and any further relief in favor of Plaintiff as this Honorable Court deems just and proper.

COUNT II - URS v. GMAC

BREACH OF CONTRACT

1-40. Plaintiff restates and reallages Paragraphs 1 through 40 of Facts Common to All Counts, as and for Paragraphs 1 through 40 of this Count II.

41. GMAC offered to act as escrowee for holding funds for the benefit of Universal. GMAC offered to pay Universal for the repair work to be performed.

42. Universal agreed to these offers to allow GMAC to act as escrowee, endorsed the check and turned over possession of the check to GMAC as escrowee.

43. Universal and GMAC thereby entered into a Contract whereby GMAC agreed to act as an escrowee to hold the funds of $108,910.52 for Universal's benefit.

44. The Contract was memorialized by the parties by the Court Order dated September 22, 2009, attached hereto as Exhibit 3.

45. Pursuant to the terms of the Contract, Universal requested payment from GMAC.

46. GMAC failed to disburse any funds to Universal.

47. Universal requested GMAC in good faith to cooperate to effectuate the terms of the Contract and at all times remained ready, willing and able to perform the work as agreed.

48. Universal was ready, willing and able to perform its remaining obligations pursuant to the contract by and between it and Escobar, but was prevented by GMAC's wrongful acts. Universal performed all of the obligations required of it by the Contract by and between Universal and GMAC.

49. GMAC refused to cooperate with Universal, and interfered with Universal's ability to complete the remaining work.

50. Rather, GMAC used the funds in the escrow for its own purposes and not for the benefit of Universal.

51. By said actions, GMAC breached the Contract by and between itself and Universal.

52. Universal has been damaged in the amount of $151,691.04.

WHEREFORE, Plaintiff, UNIVERSAL RESTORATION SERVICES, INC., prays that this Honorable Court enter a judgment in favor of the Plaintiff and against Defendant, GMAC MORTGAGE, LLC, in an amount of $151,691.04, plus costs, and any further relief in favor of Plaintiff as this Honorable Court deems just and proper.

COUNT III - URS v. GMAC

FRAUD

1-40. Plaintiff restates and reallages Paragraphs 1 through 40 of Facts Common to All Counts, as and for Paragraphs 1 through 40 of this Count III.

41. GMAC promised to hold the funds in escrow for the benefit of Universal, for the purpose of paying Universal.

42. This Agreement was embodied in the Court Order of September 22, 2009.

43. GMAC's representation was made to induce Universal to relinquish its possession of the check and to endorse it so that it could be negotiated.

44. Universal relied on the representations of GMAC that it would hold the funds as escrowee for the purpose of paying Universal for all of the work to be performed, and therefore Universal turned over said check in reliance on this promise.

45. GMAC's representations were false and GMAC committed fraud against Universal by one or more of the following acts and/or omissions:

a. GMAC did not intend to distribute the funds to Universal and failed to distribute the funds due to Universal; and/or

b. GMAC, despite its representations, retained, used or transferred the funds from the escrow for its own benefit.

46. As a direct and proximate result of GMAC's fraud, Plaintiff has been harmed and suffered a loss in an amount in excess of $50,000.00.

WHEREFORE, Plaintiff, UNIVERSAL RESTORATION SERVICES, INC., prays that this Honorable Court enter a judgment in favor of the Plaintiff and against Defendant, GMAC

MORTGAGE, LLC, in an amount in excess of $50,000.00, plus punitive damages for its intentional and malicious acts, plus costs, and any further relief in favor of Plaintiff as this Honorable Court deems just and proper.

COUNT IV - URS v GMAC

CONSTRUCTIVE TRUST

(This count is brought in the Alternative to Counts I, II and III)

1-40. Plaintiff restates and reallages Paragraphs 1 through 40 of Facts Common to All Counts, as and for Paragraphs 1 through 40 of this Count IV.

41. GMAC agreed to hold the funds in escrow for the benefit of Universal, for the purpose of paying Universal.

42. At no time was there any agreement that any of the funds would be paid to GMAC, or that GMAC could retain or use the funds for its own purpose, or any other reason other than to pay Universal.

43. This Agreement was embodied in the Court Order of September 22, 2009.

44. A fiduciary relationship existed between GMAC and Universal, by virtue of GMAC being and acting as an escrowee to hold the funds for the benefit of Universal. GMAC had a fiduciary duty to Universal, the beneficiary of the escrow, to use the funds in accordance with the purpose and terms of the escrow agreement.

45. GMAC breached its fiduciary duty to Universal by one or more of the following acts and/or omissions:

a. GMAC failed to follow the terms of the escrow by failing to pay Universal;

b. GMAC failed to distribute the funds due to Universal;

c. GMAC interfered with the processing of payment to Universal to prevent the continuation of the work, and also interfered with Universal's performance of the work;

d. GMAC breached the escrow agreement by not distributing the funds to Universal; and/or

e. GMAC retained, used or transferred the funds from the escrow for its own benefit.

46. Further, a fraud was committed by GMAC upon Universal, in that Universal reasonably relied upon GMAC's false agreement and representations that the funds would be used to pay Universal for the work performed by Universal, and held for the benefit of paying Universal. GMAC made misrepresentations to Universal and the Court by the Order of September 22, 2009 (Exhibit 3).

47. Universal would not have contracted for the work and/or begun the work, and would not have authorized GMAC to deposit the funds, without knowing the funds to pay Universal were in the escrow for its benefit.

48. GMAC induced Plaintiff to enter into the escrow agreement and to allow deposit of the funds, by promising to act as an escrowee.

49. GMAC's wrongful conduct by its misrepresentations and breach of fiduciary duty have caused harm to Plaintiff.

50. On information and belief, Defendant Escobar previously filed a bankruptcy before the date of the Contract, and thus may be or is insolvent and/or not capable of making the payment required by the Contract by and between Escobar and Universal, so that the funds held in escrow are the only reasonable source of payment.

51. Accordingly, to the extent no other cause of action exists by Universal and against GMAC, the funds to be held in escrow are the only funds available, and therefore there is no other adequate remedy at law.

52. Without any adequate remedy at law, Plaintiff claims a constructive trust to be raised on the funds held or to be held by GMAC in the escrow in the amount of $108,910.52.

53. The funds that were in the escrow have been wrongfully acquired through GMAC's breach of fiduciary duty and therefore GMAC should be declared a constructive trustee over all funds previously deposited into the escrow.

54. GMAC should be ordered to transfer all funds in the trust to Universal.

55. GMAC, through its acts and/or failure to act, has wrongfully withheld the funds due to Universal in the amount of $108,910.52. The actions of GMAC are intentional and malicious to the detriment of Universal.

WHEREFORE, Plaintiff, UNIVERSAL RESTORATION SERVICES, INC., prays that this Honorable Court enter a judgment in favor of the Plaintiff and against Defendant, GMAC MORTGAGE, LLC, order a constructive trust to be raised on the amount of $108,910.52, order GMAC to be the constructive trustee over these funds, order GMAC to turn over all funds within the trust created herein to Universal, plus costs, and any further relief in favor of Plaintiff as this Honorable Court deems just and proper.

COUNT V - URS v. ESCOBAR

BREACH OF CONTRACT

1-40. Plaintiff restates and reallages Paragraphs 1 through 40 of Facts Common to All Counts, as and for Paragraphs 1 through 40 of this Count V.

41. Universal had a contract with Escobar for the repair work at the Property.

42. Universal commenced repair of the Property.

43. Despite repeated demands, Universal has not been paid for the work performed.

44. Further, Universal was prevented from completing the rest of its work under the Contract at the Property by Defendant's failure to pay Universal, Defendant's failure to cooperate and/or failure to grant access to the Property.

45. Escobar breached the contract by failing to pay Universal and by failing to perform the Contract by granting access to the Property and allowing Universal to perform the work pursuant to the Contract.

46. As a direct and proximate result of one or more of the above breaches, Universal has been damaged and has not been paid the $10,986.80, nor the Contract price of $151,691.04.

47. Plaintiff has performed and is not in breach of the Contract.

48. As a direct and proximate result of the breaches of conduct, Plaintiff has been damaged in the amount of $151,691.04.

WHEREFORE, Plaintiff, UNIVERSAL RESTORATION SERVICES, INC., prays that this Honorable Court enter a judgment against JORGE R. ESCOBAR in the amount of $151,691.04, plus costs.

UNIVERSAL RESTORATION SERVICES, INC.

By: _____
One of Its Attorneys

Howard M. Zavell
Dickler, Kahn, Slowikowski & Zavell, Ltd.
Attorneys for Plaintiff
85 West Algonquin Road - Suite #420
Arlington Heights, IL 60005
(847) 593-5595/Atty No. 11223

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TRACKING # 1020322

UNIVERSAL
Restoration Services

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on 10/02/09.

Between the Owner:

Name: JORGE ESCOBAR
Address: 9640 LARAMIE ST
SKOKIE, IL 60077

Job # 46288

and the Contractor:

Universal Restoration Services, Inc.
390 Holbrook Drive
Wheeling, IL 60090

to complete the following work, repair or improvement:

See Attached Estimate # 46288

at the Property located at: 9640 LARAMIE ST
SKOKIE, IL 60077

for the Agreed Contract Amount of: $ 109,410.52.

50 % Down Payment: $ _____ (required)

Balance Owed: $ 109,410.52.

Balance to be paid to **Universal Restoration Services** upon completion of the work.

OWNER (Signature)

JORGE ESCOBAR
(Printed name and title)

Universal Restoration Services (Signature)

(Printed name and title)

EXHIBIT
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1

Universal Restoration Services

390 Holbrook Drive
Wheeling, IL 60090
Phone (888) 877-6766
Fax (888) 596-4996

Client: Jorge Escobar
Property: 9640 Lamnie Street
Skokie, IL 60077

Operator Info:
Operator: BBAVARO

Estimator: Brian Bavaro Business: (847) 561-6342

Type of Estimate: Water Damage
Date Entered: 3/10/2009 Date Assigned:

Price List: CHICAGO_2009_1ST_QTR
Restoration/Service/Remodel
Estimate: 45669-ESCOBAR-CODE

OUR MISSION @ UNIVERSAL RESTOBATION SERVICES

Universal Restoration Services aspires to remove stress and uncertainty that occur when a property damage loss affects your life.

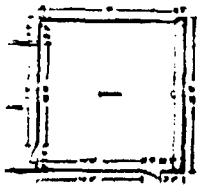
Restoring property utilizing the highest morals and ethics.

Serving our customers with excellence to ensure satisfaction.

Universal Restoration Services
590 Holbrook Drive
Wheeling, IL 60090
Phone (888) 877-6766
Fax (888) 596-4996

15669-ESCOBAR-CODE

Basement



Garage — Ceiling Height: 8'

504.67 SF Walls	388.33 SF Ceiling
893.00 SF Walls & Ceiling	388.33 SF Floor
43.15 SY Flooring	80.83 LF Floor Perimeter
78.83 LF Ceil. Perimeter	

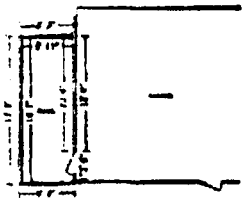
Missing Wall: 1 - 18'0" X 7'0" Opens into Exterior Goes to Floor

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung & fire taped only	388.33 SF	0.00	1.28	497.06
1/2" drywall - hung & fire taped only	504.67 SF	0.00	1.18	595.51
Batt insulation - 6" - R19	504.67 SF	0.00	0.72	363.36
Clean stud wall	504.67 SF	0.00	0.56	282.62
Seal stud wall for odor control	504.67 SF	0.00	0.61	307.85
Seal floor or ceiling joist system	388.33 SF	0.00	0.73	283.48
Clean with pressure/chemical spray	388.33 SF	0.00	0.27	104.85
Overhead (garage) door opener - Detach & reset	1.00 EA	0.00	178.34	178.34
Cabinetry - upper (wall) units	9.67 LF	0.00	117.97	1,022.80
R&R Exterior door - metal - insulated - flush or panel style	1.00 EA	17.35	270.95	288.30
R&R Door lockset - exterior	1.00 EA	9.72	46.63	56.35
Stain & finish casing	17.00 LF	0.00	1.10	18.70
Paint door slab only - 2 coats (per side)	1.00 EA	0.00	21.43	21.43
Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	21.49	21.49
Electrical				
R&R Ground fault interrupter (GFI) outlet	2.00 EA	3.51	28.35	63.72
R&R Switch	2.00 EA	3.91	15.46	38.74
R&R Outlet - High grade	1.00 EA	3.91	20.86	24.77
These need to be tamper resistant devices per the NEC 2008 code.				
R&R Porcelain light fixture	1.00 EA	6.48	29.58	36.06
R&R #14 to #16 gauge copper wire - stranded or solid	150.00 LF	0.34	0.75	163.50
R&R Central vacuum - cleaning system - Large	1.00 EA	180.01	2,946.09	3,126.10

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Wheeling, IL 60090
Phone (888) 877-6766
Fax (888) 596-4996

CONTINUED - Garage

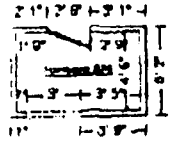
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
HVAC				
Totals: Garage				7,495.03



Crawl — Ceiling Height: 8"

160.00 SF Walls	98.12 SF Ceiling
458.12 SF Walls & Ceiling	98.12 SF Floor
10.90 SY Flooring	45.00 LF Floor Perimeter
45.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Batt insulation - 4" - R13	33.50 SF	0.00	0.58	19.43
Electrical				
R&R Porcelain light fixture	1.00 EA	6.48	29.58	36.06
Totals: Crawl				55.49



Furnace RM — Ceiling Height: 8'

164.00 SF Walls	31.50 SF Ceiling
195.50 SF Walls & Ceiling	31.50 SF Floor
3.50 SY Flooring	20.00 LF Floor Perimeter
23.00 LF Ceil. Perimeter	

Missing Wall: 1 - 3'0" X 6'8" Opens into Exterior Goes to Floor

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung, taped, floated, ready for paint	31.50 SF	0.00	1.64	51.66
1/2" drywall - hung, taped, floated, ready for paint	164.00 SF	0.00	1.54	252.56
Batt insulation - 6" - R19	31.50 SF	0.00	0.72	22.68
Clean stud wall	164.00 SF	0.00	0.56	91.84
Seal stud wall for odor control	164.00 SF	0.00	0.61	100.04

UNIVERSAL Universal Restoration Services

200 Holbrook Drive
Wheeling, IL 60090
Phone (888) 877-6766
Fax (888) 596-4996

CONTINUED - Furnace RM

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Seal floor or ceiling joint system	31.50 SF	0.00	0.73	23.00
Seal then paint the walls and ceiling (2 coats)	195.50 SF	0.00	0.68	132.94
Paint door slab only - 2 coats (per side)	1.00 EA	0.00	21.43	21.43
Vinyl tile	31.50 SF	0.00	1.15	39.23
Baseboard - 2 1/4"	10.00 LF	0.00	2.49	24.90
Seal & paint baseboard - two coats	10.00 LF	0.00	0.99	9.90
R&R Casing - 2 1/4"	17.00 LF	0.39	1.65	34.68
Seal & paint casing - two coats	17.00 LF	0.00	0.99	16.83
Electrical				
110 volt copper wiring run 1/2"conduit 15lf box/plug/switch	1.00 EA	0.00	118.53	118.53
HVAC				
R&R Furnace - forced air - 125,000 BTU	1.00 EA	48.92	1,805.62	1,854.54
Furnace sustained damage from the water and has quit working.				
R&R Furnace vent - aluminum, 3"	3.00 LF	0.48	10.53	38.08
Replace the exhaust vent to the water heater.				
R&R Furnace vent - double wall, 6"	35.00 LF	0.95	30.02	1,083.95
Replace the flue serving the furnace and water heater.				
R&R Ductwork system - hot or cold air - 1600 to 2199 SF home	1.00 EA	388.80	5,019.27	5,408.07
Duct system has sustained damage from the water. It is starting to oxidize and will rust over time.				
R&R Coil - 2 ton - cased	1.00 EA	44.18	485.16	529.34
Heat, vent, & air conditioning repair - Minimum charge	1.00 EA	0.00	335.00	335.00
To recover refrigerant and recharge unit.				
Plumbing				
R&R Humidifier unit	1.00 EA	29.33	596.72	626.05
R&R Water heater - 40 gallon - Gas - 12 yr	1.00 EA	44.97	1,125.49	1,170.46
Totals: Furnace RM				12,095.71

UNIVERSAL Universal Restoration Services

590 Holbrook Drive
Wheeling, IL 60090
Phone (888) 877-6766
Fax (888) 596-4996



Laundry Room — Ceiling Height: 8'

225.33 SF Walls	58.67 SF Ceiling
284.00 SF Walls & Ceiling	58.67 SF Floor
6.52 SY Flooring	27.67 LF Floor Perimeter
30.67 LF Ceil. Perimeter	

Missing Wall: 1 - 3'0" X 6'8" Opens Into Exterior Goes to Floor

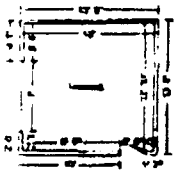
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung, taped, floated, ready for paint	58.67 SF	0.00	1.64	96.22
1/2" drywall - hung, taped, floated, ready for paint	225.33 SF	0.00	1.54	347.01
Batt insulation - 6" - R19	58.67 SF	0.00	0.72	42.24
Clean stud wall	225.33 SF	0.00	0.56	126.18
Seal stud wall for odor control	225.33 SF	0.00	0.61	137.45
Seal floor or ceiling joist system	58.67 SF	0.00	0.73	42.83
Seal then paint the walls and ceiling (2 coats)	284.00 SF	0.00	0.68	193.12
Paint door slab only - 2 coats (per side)	1.00 EA	0.00	21.43	21.43
(Install) Shelving - 12" - in place	4.00 LF	0.00	5.44	21.76
(Install) Cabinetry - upper (wall) units	6.50 LF	0.00	34.94	227.11
(Install) Dryer - Gas - Standard grade	1.00 EA	0.00	185.51	185.51
(Install) Washer - Top-loading	1.00 EA	0.00	139.14	139.14
Baseboard - 2 1/4"	27.67 LF	0.00	2.49	68.90
Base shoe	10.00 LF	0.00	1.24	12.40
Seal & paint baseboard w/cap &/or shoe - two coats	27.67 LF	0.00	1.18	32.65
Vinyl tile	58.67 SF	0.00	3.15	184.81
Electrical				
R&R Breaker panel - 100 amp	1.00 EA	375.00	687.77	1,062.77
R&R #2 gauge copper wire - stranded or solid	15.00 LF	0.42	2.96	50.70
Need to replace panel due to water damage.				
110 volt copper wiring run 1/2"conduit 15lf box/plug/switch	1.00 EA	0.00	118.53	118.53
R&R Switch	2.00 EA	3.91	15.46	38.74
(Install) Light fixture	1.00 EA	0.00	38.17	38.17

UNIVERSAL Universal Restoration Services

200 Holbrook Drive
Wheeling, IL 60090
Phone (888) 877-6766
Fax (888) 596-4996

CONTINUED - Laundry Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
110 volt copper wiring run and box - rough in only	1.00 EA	0.00	74.65	74.65
R&R Carbon monoxide detector - High grade	1.00 EA	8.62	92.57	101.19
CODE				
Circuit breaker - arc-fault circuit-interrupter (AFCI)	20.00 EA	0.00	62.78	1255.60
Totals: Laundry Room				4,619.11



Basement — Ceiling Height: 8'

413.33 SF Walls	166.83 SF Ceiling
580.17 SF Walls & Ceiling	166.83 SF Floor
18.54 SY Flooring	51.67 LF Floor Perimeter
51.67 LF Ceil. Perimeter	

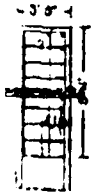
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung & fire taped only	166.83 SF	0.00	1.28	213.54
1/2" drywall - hung, taped, floated, ready for paint	413.33 SF	0.00	1.54	636.53
Clean stud wall	413.33 SF	0.00	0.56	231.46
Seal stud wall for odor control	413.33 SF	0.00	0.61	252.13
Seal floor or ceiling joist system	166.83 SF	0.00	0.73	121.79
Seal then paint the walls and ceiling (2 coats)	580.17 SF	0.00	0.68	394.52
Baseboard - 2 1/4"	51.67 LF	0.00	2.49	128.66
Seal & paint baseboard - two coats	51.67 LF	0.00	0.99	51.15
Carpet	191.86 SF	0.00	3.03	581.34
15 % waste added for Carpet.				
Carpet pad	166.83 SF	0.00	0.53	88.42
R&R Casing - 2 1/4"	17.00 LF	0.39	1.65	34.68
Seal & paint casing - two coats	17.00 LF	0.00	0.99	16.83
Detach & Reset Window blind - horizontal or vertical - Large	1.00 EA	0.00	0.00	35.51

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CONTINUED - Basement

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Electrical				
R&R Switch	1.00 EA	3.91	15.46	19.37
R&R Outlet - High grade	4.00 EA	3.91	20.86	99.08
These need to be tamper resistant devices per the NEC 2008 code.				
Install) Light fixture	2.00 EA	0.00	38.17	76.34
R&R Smoke detector - High grade	1.00 EA	8.62	81.54	90.16
R&R #14 to #16 gauge copper wire - stranded or solid	150.00 LF	0.34	0.75	163.50
Totals: Basement				3,235.01



Basement Sta **Ceiling Height: 17"**

252.00 SF Walls	27.00 SF Ceiling
279.00 SF Walls & Ceiling	55.98 SF Floor
6.22 SY Flooring	25.46 LF Floor Perimeter
21.00 LF Ceil. Perimeter	

Missing Wall: 1 - 3'0" X 17'0" Opens into Landing Goes to Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R 5/8" drywall - hung, taped, floated, ready for paint	27.00 SF	0.33	1.64	53.19
1/2" drywall - hung, taped, floated, ready for paint	252.00 SF	0.00	1.54	388.08
Clean stud wall	252.00 SF	0.00	0.56	141.12
Seal stud wall for odor control	252.00 SF	0.00	0.61	153.72
Seal floor or ceiling joist system	55.98 SF	0.00	0.73	40.87
Seal/prime more than the floor perimeter - one coat	76.37 SF	0.00	0.37	28.26
Paint the walls - one coat	252.00 SF	0.00	0.40	100.80
Carpet	64.38 SF	0.00	3.03	195.07
15 % waste added for Carpet.				
Carpet pad	55.98 SF	0.00	0.53	29.67
Totals: Basement Sta				1,130.78

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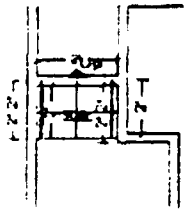
Landing — Ceiling Height: 8'

104.00 SF Walls	15.00 SF Ceiling
119.00 SF Walls & Ceiling	15.00 SF Floor
1.67 SY Flooring	13.00 LF Floor Perimeter
13.00 LF Ceil. Perimeter	

Missing Wall: 1 - 3'0" X 8'0" Opens into Basement Sta Goes to Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R 5/8" drywall - hung, taped, floated, ready for paint	15.00 SF	0.33	1.64	29.55
1/2" drywall - hung, taped, floated, ready for paint	104.00 SF	0.00	1.54	160.16
Clean stud wall	104.00 SF	0.00	0.56	58.24
Seal stud wall for odor control	104.00 SF	0.00	0.61	63.44
Seal floor or ceiling joist system	15.00 SF	0.00	0.73	10.95
Seal/prime the walls and ceiling - one coat	119.00 SF	0.00	0.37	44.03
Paint the walls and ceiling - one coat	119.00 SF	0.00	0.40	47.60
Carpet	17.25 SF	0.00	3.03	52.27
15 % waste added for Carpet.				
Carpet pad	15.00 SF	0.00	0.53	7.95
Baseboard - 2 1/4"	13.00 LF	0.00	2.49	32.37
Seal & paint baseboard - two coats	13.00 LF	0.00	0.99	12.87
Totals: Landing				519.43
Total: Basement				29,150.56

First Floor



Stair — Ceiling Height: 17'

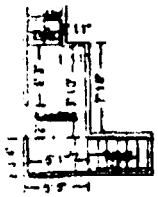
74.00 SF Walls	6.00 SF Ceiling
80.00 SF Walls & Ceiling	33.50 SF Floor
3.72 SY Flooring	19.21 LF Floor Perimeter
7.00 LF Ceil. Perimeter	

Missing Wall: 1 - 3'0" X 17'8" Opens into Landing Goes to Floor/Ceiling

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CONTINUED - Stair

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R 5/8" drywall - hung, taped, floated, ready for paint	6.00 SF	0.33	1.64	11.82
1/2" drywall - hung, taped, floated, ready for paint	80.00 SF	0.00	1.54	123.20
Clean stud wall	74.00 SF	0.00	0.56	41.44
Seal stud wall for odor control	74.00 SF	0.00	0.61	45.14
Seal floor or ceiling joist system	33.50 SF	0.00	0.73	24.46
Seal/prime the walls and ceiling - one coat	80.00 SF	0.00	0.37	29.60
Paint the walls and ceiling - one coat	80.00 SF	0.00	0.40	32.00
Carpet	38.52 SF	0.00	3.03	116.72
15 % waste added for Carpet.				
Carpet pad	33.50 SF	0.00	0.53	17.76
Totals: Stair				442.14



Landing — Ceiling Height: 9'

219.21 SF Walls	54.26 SF Ceiling
273.47 SF Walls & Ceiling	54.26 SF Floor
6.03 SY Flooring	25.83 LF Floor Perimeter
25.83 LF Ceil. Perimeter	

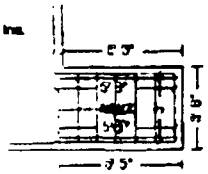
Missing Wall:	1 -	3'0" X 9'0"	Opens into Stair2	Goes to Floor/Ceiling
Missing Wall:	1 -	2'9" X 4'10"	Opens into Exterior	Goes to neither Floor/Ceiling
Missing Wall:	1 -	3'0" X 9'0"	Opens into Stair	Goes to Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R 5/8" drywall - hung, taped, floated, ready for paint	54.26 SF	0.33	1.64	106.90
1/2" drywall - hung, taped, floated, ready for paint	273.47 SF	0.00	1.54	421.14
Clean stud wall	219.21 SF	0.00	0.56	122.76
Seal stud wall for odor control	219.21 SF	0.00	0.61	133.72
Seal floor or ceiling joist system	54.26 SF	0.00	0.73	39.61
Seal/prime the walls and ceiling - one coat	273.47 SF	0.00	0.37	101.18
Batt insulation - 4" - R13	72.00 SF	0.00	0.58	41.76

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CONTINUED - Landing

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Paint the walls and ceiling - one coat	273.47 SF	0.00	0.40	109.39
Carpet	62.40 SF	0.00	3.03	189.07
15 % waste added for Carpet.				
Carpet pad	54.26 SF	0.00	0.53	28.76
Baseboard - 2 1/4"	25.83 LF	0.00	2.49	64.32
Seal & paint baseboard - two coats	25.83 LF	0.00	0.99	25.57
Electrical				
Install) Light fixture	1.00 EA	0.00	38.17	38.17
R&R Smoke detector - High grade	1.00 EA	8.62	31.54	90.16
R&R Switch	2.00 EA	3.91	15.46	38.74
R&R #14 to #16 gauge copper wire - stranded or solid	70.00 LF	0.34	0.75	98.10
Totals: Landing				1,649.35



Stair2 Ceiling Height: 17'

151.08 SF Walls	15.25 SF Ceiling
166.33 SF Walls & Ceiling	43.74 SF Floor
4.86 SY Flooring	21.01 LF Floor Perimeter
13.17 LF Ceil. Perimeter	

Missing Wall: 1 - 3'0" X 17'0" Opens into Landing Goes to Floor/Ceiling

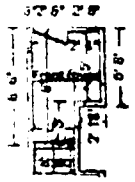
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R 5/8" drywall - hung, taped, floated, ready for paint	15.25 SF	0.33	1.64	30.04
1/2" drywall - hung, taped, floated, ready for paint	166.33 SF	0.00	1.54	256.15
Clean stud wall	151.08 SF	0.00	0.56	84.60
Seal stud wall for odor control	151.08 SF	0.00	0.61	92.16
Seal floor or ceiling joist system	43.74 SF	0.00	0.73	31.93
Seal/prime more than the floor perimeter - one coat	63.03 SF	0.00	0.37	23.32
Paint the walls - one coat	151.08 SF	0.00	0.40	60.43
Carpet	50.30 SF	0.00	3.03	152.41

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CONTINUED - Stair2

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
15 % waste added for Carpet.				
Carpet pad	43.74 SF	0.00	0.53	23.18
Totals: Stair2				754.22

Front foyer — Ceiling Height: 8'



194.33 SF Walls		34.00 SF Ceiling
228.33 SF Walls & Ceiling		34.00 SF Floor
3.78 SY Flooring		23.50 LF Floor Perimeter
26.00 LF Ceil. Perimeter		

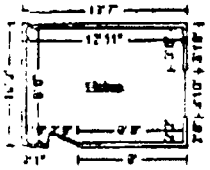
Missing Wall: 1 - 2'6" X 6'8" Opens into Exterior Goes to Floor

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R 5/8" drywall - hung, taped, floated, ready for paint	34.00 SF	0.33	1.64	66.98
1/2" drywall - hung, taped, floated, ready for paint	228.33 SF	0.00	1.54	351.63
Clean stud wall	194.33 SF	0.00	0.56	108.82
Seal stud wall for odor control	194.33 SF	0.00	0.61	118.54
Seal floor or ceiling joist system	34.00 SF	0.00	0.73	24.82
Seal/prime more than the floor perimeter - one coat	70.50 SF	0.00	0.37	26.09
Paint the walls - one coat	194.33 SF	0.00	0.40	77.73
Baseboard - 2 1/4"	23.50 LF	0.00	2.49	58.52
Base shoe	10.00 LF	0.00	1.24	12.40
Seal & paint baseboard w/cap &/or shoe - two coats	23.50 LF	0.00	1.18	27.73
1/4" Cement board	34.00 SF	0.00	3.52	119.68
Ceramic tile	34.00 SF	0.00	10.61	360.74
Underlayment - 1/4" BC plywood	34.00 SF	0.00	1.33	45.22
R&R Exterior door - metal - insulated - flush or panel style	1.00 EA	17.35	270.95	288.30
NOTE Door and door jamb where damage by fire department.				
Door lockset & deadbolt - exterior - Detach & reset	1.00 EA	0.00	33.17	33.17

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CONTINUED - Front foyer

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Paint casing - one coat	17.00 LF	0.00	0.66	11.22
Paint door slab only - 2 coats (per side)	2.00 EA	0.00	21.43	42.86
Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	21.49	21.49
Electrical				
110 volt copper wiring run 1/2"conduit 15lf box/plug/switch	3.00 EA	0.00	118.53	355.59
R&R Dimmer switch	1.00 EA	3.91	34.71	38.62
R&R Timer switch	1.00 EA	3.91	31.73	35.64
Totals: Front foyer				2,225.79



Kitchen — Ceiling Height: 8"

323.47 SF Walls	122.71 SF Ceiling
446.18 SF Walls & Ceiling	122.71 SF Floor
13.63 SY Flooring	42.33 LF Floor Perimeter
44.83 LF Ceil. Perimeter	

Missing Wall:	1 -	2'6" X 6'8"	Opens into Exterior	Goes to Floor
Missing Wall:	1 -	3'10" X 4'10"	Opens into Exterior	Goes to either Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung, taped, floated, ready for paint	122.71 SF	0.00	1.64	201.24
1/2" drywall - hung, taped, floated, ready for paint	323.47 SF	0.00	1.54	498.14
Clean stud wall	323.47 SF	0.00	0.56	181.14
Seal stud wall for odor control	323.47 SF	0.00	0.61	197.32
Seal floor or ceiling joist system	122.71 SF	0.00	0.73	89.58
Batt insulation - 4" - R13	323.47 SF	0.00	0.58	187.61
Seal/prime the walls and ceiling - one coat	446.18 SF	0.00	0.37	165.09
Paint the walls and ceiling - one coat	446.18 SF	0.00	0.40	178.47
R&R Cabinetry - upper (wall) units	17.75 LF	5.84	117.97	2,197.63
R&R Cabinetry - lower (base) units	15.75 LF	5.84	156.35	2,554.49
R&R Countertop - Flat laid plastic laminate	13.42 LF	3.35	41.02	595.45

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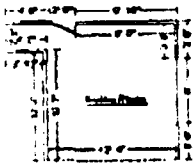
CONTINUED - Kitchen

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Detach & Reset Sink - double	1.00 EA	0.00	0.00	0.00
R&R Sink - double	1.00 EA	15.55	215.55	231.10
R&R Backsplash - plastic laminate	4.00 SF	0.71	6.20	27.85
R&R Corner trim - stain grade	17.75 LF	0.13	2.13	40.12
Stain & finish corner trim	17.75 LF	0.00	1.10	19.53
Add for lazy susan	1.00 EA	0.00	56.37	56.37
Add-on for mitered corner (Countertop)	1.00 EA	0.00	30.53	30.53
Detach & Reset Cooktop - gas	1.00 EA	0.00	0.00	157.74
Detach & Reset Refrigerator - top freezer - 22 to 25 cf	1.00 EA	0.00	0.00	57.82
Cabinet knobs or pulls - Detach & reset	24.00 EA	0.00	2.21	53.04
Baseboard - 2 1/4"	42.33 LF	0.00	2.49	105.40
Base shoe	10.00 LF	0.00	1.24	12.40
Seal & paint baseboard w/cap &/or shoe - two coats	42.33 LF	0.00	1.18	49.95
Underlayment - 1/4" BC plywood	122.71 SF	0.00	1.33	163.20
1/4" Cement board	122.71 SF	0.00	3.52	431.94
Ceramic tile	122.71 SF	0.00	10.61	1,301.95
R&R Casing - 2 1/4"	17.00 LF	0.39	1.65	34.68
Seal & paint casing - two coats	17.00 LF	0.00	0.99	16.83
Paint door or window opening - 1 coat (per side)	1.00 EA	0.00	14.51	14.51
Electrical				
R&R 110 volt copper wiring run, box and outlet	1.00 EA	4.17	31.83	86.00
Oven hood connection.				
R&R Ground fault interrupter (GFI) outlet	4.00 EA	3.51	28.35	127.44
R&R Outlet - High grade	3.00 EA	3.91	20.86	74.31
These need to be tamper resistant devices per the NEC 2008 code.				
R&R Switch	4.00 EA	3.91	15.46	77.48
(Install) Light fixture	1.00 EA	0.00	38.17	38.17
(Install) Ceiling fan without light	1.00 EA	0.00	154.58	154.58
R&R #14 to #16 gauge copper wire - stranded or solid	330.00 LF	0.34	0.75	359.70
Plumbing				

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CONTINUED - Kitchen

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R Refrigerator/icemaker water supply box with valve	1.00 EA	3.89	124.55	128.44
Dishwasher connection	1.00 EA	0.00	144.07	144.07
(Install) Garbage disposer	1.00 EA	0.00	119.93	119.93
(Install) Sink - double	1.00 EA	0.00	144.32	144.32
(Install) Sink strainer and drain assembly	2.00 EA	0.00	33.39	56.78
Detach & Reset Sink faucet - Kitchen	1.00 EA	0.00	0.00	128.43
Totals: Kitchen				11,650.77



Dining Room — Ceiling Height: 8'

308.00 SF Walls	171.78 SF Ceiling
479.78 SF Walls & Ceiling	171.78 SF Floor
19.09 SY Flooring	41.83 LF Floor Perimeter
44.33 LF Ceil. Perimeter	

Missing Wall:	1 - 12'4" X 8'0"	Opens into Exterior	Goes to Floor/Ceiling
Missing Wall:	1 - 6'0" X 5'0"	Opens into Exterior	Goes to neither Floor/Ceiling
Missing Wall:	1 - 2'6" X 6'8"	Opens into Exterior	Goes to Floor
Missing Wall:	1 - 2'6" X 8'0"	Opens into Exterior	Goes to Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung, taped, floated, ready for paint	171.78 SF	0.00	1.64	281.72
1/2" drywall - hung, taped, floated, ready for paint	308.00 SF	0.00	1.54	474.32
Clean floor underlayment	171.78 SF	0.00	0.32	54.97
Seal underlayment for odor control	171.78 SF	0.00	0.41	70.43
Clean stud wall	308.00 SF	0.00	0.56	172.48
Seal stud wall for odor control	308.00 SF	0.00	0.61	187.88
Seal floor or ceiling joist system	171.78 SF	0.00	0.73	125.40
Batt insulation - 4" - R13	308.00 SF	0.00	0.58	178.64
Balustrade	12.75 LF	0.00	114.29	1,457.20
Stain & finish balustrade	12.75 LF	0.00	20.70	263.93

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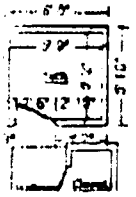
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CONTINUED - Dining Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Balustrade top rail - Average grade - Material only	12.75 LF	0.00	12.60	160.65
Paint plywood sheathing	20.00 SF	0.00	0.40	8.00
Seal then paint the ceiling (2 coats)	171.78 SF	0.00	0.68	116.81
Seal/prime more than the floor perimeter - one coat	125.50 SF	0.00	0.37	46.44
Paint the walls - one coat	308.00 SF	0.00	0.40	123.20
Baseboard - 2 1/4"	41.83 LF	0.00	2.49	104.16
Seal & paint baseboard - two coats	41.83 LF	0.00	0.99	41.41
Carpet	197.54 SF	0.00	3.03	598.55
15 % waste added for Carpet.				
Carpet pad	171.78 SF	0.00	0.53	91.04
R&R Casing - 2 1/4"	17.00 LF	0.39	1.65	34.68
Seal & paint casing - two coats	17.00 LF	0.00	0.99	16.83
Detach & Reset Window blind - horizontal or vertical - Large	1.00 EA	0.00	0.00	35.51
Electrical				
R&R Dimmer switch - High grade	1.00 EA	3.91	50.29	54.20
R&R Outlet - High grade	4.00 EA	3.91	20.86	99.08
These need to be tamper resistant devices per the NEC 2008 code.				
(Install) Hanging light fixture	1.00 EA	0.00	59.38	59.38
CODE				
110 volt copper wiring run 1/2"conduit 15lf box/plug/switch	1.00 EA	0.00	118.53	118.53
R&R #14 to #16 gauge copper wire - stranded or solid	150.00 LF	0.34	0.75	163.50
Totals: Dining Room				5,138.94

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Bath **Ceiling Height: 8"**

174.67 SF Walls	29.71 SF Ceiling
204.38 SF Walls & Ceiling	29.71 SF Floor
3.30 SY Flooring	21.83 LF Floor Perimeter
21.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung, taped, floated, ready for paint	29.71 SF	0.00	1.64	48.72
1/2" drywall - hung, taped, floated, ready for paint	174.67 SF	0.00	1.54	268.99
Clean floor underlayment	29.71 SF	0.00	0.32	9.51
Seal underlayment for odor control	29.71 SF	0.00	0.41	12.18
Clean stud wall	174.67 SF	0.00	0.56	97.82
Seal stud wall for odor control	174.67 SF	0.00	0.61	106.55
Seal floor or ceiling joist system	29.71 SF	0.00	0.73	21.69
Seal/prime the walls and ceiling - one coat	204.37 SF	0.00	0.37	75.62
R&R Vanity	5.17 LF	5.84	129.85	701.51
Vanity top - Detach and reset	5.17 LF	0.00	15.00	77.55
Baseboard - 2 1/4"	16.67 LF	0.00	2.49	41.51
Backsplash - solid surface - Unattached - Detach & reset	3.00 LF	0.00	3.33	9.99
Base shoe	10.00 LF	0.00	1.24	12.40
Seal & paint baseboard w/cap &/or shoe - two coats	204.37 LF	0.00	1.18	241.16
Detach & Reset Towel bar	1.00 EA	0.00	0.00	17.46
Ceramic tile	29.71 SF	0.00	10.61	315.22
R&R Interior door unit	1.00 EA	14.59	141.64	156.23
Paint door slab only - 1 coat (per side)	4.00 EA	0.00	14.19	56.76
Detach & Reset Door dummy knob - interior	1.00 EA	0.00	0.00	8.29
R&R Casing - 2 1/4"	17.00 LF	0.39	1.65	34.68
Seal & paint casing - two coats	17.00 LF	0.00	0.99	16.83
Paint door or window opening - 1 coat (per side)	2.00 EA	0.00	14.51	29.02
Electrical				
R&R Ground fault interrupter (GFI) outlet	1.00 EA	3.51	28.35	31.86

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CONTINUED - Bath

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R Switch	2.00 EA	3.91	15.46	38.74
Install) Light bar - 2 lights	1.00 EA	0.00	51.82	51.82
R&R Bathroom ventilation fan	1.00 EA	13.70	89.44	103.14
R&R #14 to #16 gauge copper wire - stranded or solid	30.00 LF	0.34	0.75	38.10
Plumbing				
Detach & Reset Sink - single	1.00 EA	0.00	0.00	160.14
Install) Sink strainer and drain assembly	1.00 EA	0.00	33.39	33.39
Detach & Reset Sink faucet - Bathroom	1.00 EA	0.00	0.00	128.43
Detach & Reset Toilet	1.00 EA	0.00	0.00	257.81
Totals: Bath				3,263.12



Family Room — Ceiling Height: 8'

317.83 SF Walls	260.35 SF Ceiling
578.18 SF Walls & Ceiling	260.35 SF Floor
28.93 SY Flooring	42.33 LF Floor Perimeter
51.92 LF Ceil. Perimeter	

Missing Wall:	1 -	3'8" X 4'7"	Opens into Exterior	Goes to neither Floor/Ceiling
Missing Wall:	1 -	3'8" X 4'7"	Opens into Exterior	Goes to neither Floor/Ceiling
Missing Wall:	1 -	13'7" X 8'0"	Opens into Exterior	Goes to Floor/Ceiling
Missing Wall:	1 -	9'7" X 6'8"	Opens into Exterior	Goes to Floor

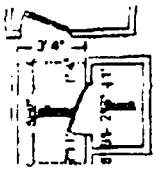
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung, taped, floated, ready for paint	260.35 SF	0.00	1.64	426.97
1/2" drywall - hung, taped, floated, ready for paint	317.83 SF	0.00	1.54	489.46
Clean floor underlayment	260.35 SF	0.00	0.32	83.31
Seal underlayment for odor control	260.35 SF	0.00	0.41	106.74
Clean stud wall	317.83 SF	0.00	0.56	177.98
Seal stud wall for odor control	317.83 SF	0.00	0.61	193.88
Seal floor or ceiling joist system	260.35 SF	0.00	0.73	190.06

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CONTINUED - Family Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Seal then paint the ceiling (2 coats)	260.35 SF	0.00	0.68	177.04
Seal/prime more than the floor perimeter - one coat	211.67 SF	0.00	0.37	78.32
Paint the walls - one coat	317.83 SF	0.00	0.40	127.13
Batt insulation - 4" - R13	153.33 SF	0.00	0.58	88.93
Paint door or window opening - 1 coat (per side)	2.00 EA	0.00	14.51	29.02
Balustrade	9.58 LF	0.00	114.29	1,094.90
Stain & finish balustrade	9.58 LF	0.00	20.70	198.31
Baseboard - 2 1/4"	42.33 LF	0.00	2.49	105.40
Seal & paint baseboard - two coats	42.33 LF	0.00	0.99	41.91
Carpet	299.40 SF	0.00	3.03	907.18
15 % waste added for Carpet.				
Carpet pad	260.35 SF	0.00	0.53	137.99
Electrical				
R&R Outlet - High grade	6.00 EA	3.91	20.86	148.62
These need to be tamper resistant devices per the NEC 2008 code.				
R&R Switch	1.00 EA	3.91	15.46	19.37
R&R #14 to #16 gauge copper wire - stranded or solid	210.00 LF	0.34	0.75	228.90

Totals: Family Room 5,051.42



Hallway — Ceiling Height: 8'

84.00 SF Walls	17.22 SF Ceiling
101.22 SF Walls & Ceiling	17.22 SF Floor
1.91 SY Flooring	10.50 LF Floor Perimeter
10.50 LF Ceil. Perimeter	

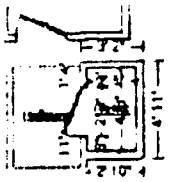
Missing Wall:	1 -	3'4" X 8'0"	Opens into Exterior	Goes to Floor/Ceiling
Missing Wall:	1 -	3'4" X 8'0"	Opens into Exterior	Goes to Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung, taped, floated, ready for paint	17.22 SF	0.00	1.64	28.24

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CONTINUED - Hallway

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R 1/2" drywall - hung, taped, floated, ready for paint	84.00 SF	0.33	1.54	157.08
Clean floor underlayment	17.22 SF	0.00	0.32	5.51
Seal underlayment for odor control	17.22 SF	0.00	0.41	7.06
Clean stud wall	84.00 SF	0.00	0.56	47.04
Seal stud wall for odor control	84.00 SF	0.00	0.61	51.24
Seal floor or ceiling joist system	17.22 SF	0.00	0.73	12.57
Seal then paint the ceiling (2 coats)	17.22 SF	0.00	0.68	11.71
Seal/prime more than the floor perimeter - one coat	52.50 SF	0.00	0.37	19.43
Paint the walls - one coat	84.00 SF	0.00	0.40	33.60
Baseboard - 2 1/4"	10.50 LF	0.00	2.49	26.15
Seal & paint baseboard - two coats	10.50 LF	0.00	0.99	10.40
Carpet	19.81 SF	0.00	3.03	60.02
15 % waste added for Carpet.				
Carpet pad	17.22 SF	0.00	0.53	9.13
R&R Casing - 2 1/4"	17.00 LF	0.39	1.65	34.68
Seal & paint casing - two coats	17.00 LF	0.00	0.99	16.83
Detach & Reset Window blind - horizontal or vertical - Large	1.00 EA	0.00	0.00	35.51
R&R Bifold door - Colonist - Single	1.00 EA	9.72	125.12	134.84
Paint single bifold door - slab only - 2 coats (per side)	2.00 EA	0.00	21.07	42.14
Totals: Hallway				743.18



Closet — Ceiling Height: 8'

108.00 SF Walls	10.63 SF Ceiling
118.63 SF Walls & Ceiling	10.63 SF Floor
1.18 SY Flooring	13.50 LF Floor Perimeter
13.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung & fire taped only	10.63 SF	0.00	1.28	13.61

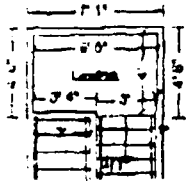
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CONTINUED - Closet

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1/2" drywall - hung, taped, floated, ready for paint	108.00 SF	0.00	1.54	166.32
Clean floor underlayment	10.63 SF	0.00	0.32	3.40
Seal underlayment for odor control	10.63 SF	0.00	0.41	4.36
Clean stud wall	108.00 SF	0.00	0.56	60.48
Seal stud wall for odor control	108.00 SF	0.00	0.61	65.88
Seal floor or ceiling joist system	10.63 SF	0.00	0.73	7.76
Seal then paint the walls and ceiling (2 coats)	118.63 SF	0.00	0.68	80.67
Baseboard - 2 1/4"	13.50 LF	0.00	2.49	33.62
Seal & paint baseboard - two coats	13.50 LF	0.00	0.99	13.37
Carpet	12.22 SF	0.00	3.03	37.03
15 % waste added for Carpet.				
Carpet pad	10.63 SF	0.00	0.53	5.63
R&R Bifold door - Colonist - Single	1.00 EA	9.72	125.12	134.84
Paint single bifold door - slab only - 2 coats (per side)	2.00 EA	0.00	31.07	62.14
R&R Casing - 2 1/4"	17.00 LF	0.39	1.65	34.68
Seal & paint casing - two coats	17.00 LF	0.00	0.99	16.83
Detach & Reset Window blind - horizontal or vertical - Large	1.00 EA	0.00	0.00	35.51
Totals: Closet				756.13
Total: First Floor				31,675.06

Second Floor

Landing — Ceiling Height: 12' 10"

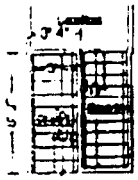


	216.08 SF Walls		26.17 SF Ceiling
	242.25 SF Walls & Ceiling		26.17 SF Floor
	2.91 SY Flooring		17.83 LF Floor Perimeter
	17.83 LF Ceil. Perimeter		
Missing Wall:	1 - 3'0" X 12'10"	Opens into Stair2	Goes to Floor/Ceiling

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CONTINUED - Landing

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung, taped, floated, ready for paint	26.17 SF	0.00	1.64	42.92
1/2" drywall - hung, taped, floated, ready for paint	216.08 SF	0.00	1.54	332.76
R&R Batt insulation - 4" - R13	113.00 SF	0.28	0.58	97.18
Seal/prime the walls and ceiling - one coat	242.25 SF	0.00	0.37	89.63
Paint the walls and ceiling - one coat	242.25 SF	0.00	0.40	96.90
R&R Underlayment - 1/4" BC plywood	26.17 SF	1.02	1.33	61.50
Carpet	30.09 SF	0.00	3.03	91.17
15 % waste added for Carpet.				
Carpet pad	26.17 SF	0.00	0.53	13.87
Baseboard - 2 1/4"	17.83 LF	0.00	2.49	44.40
Seal & paint baseboard - two coats	17.83 LF	0.00	0.99	17.65
Totals: Landing				887.98



Stair1 — Ceiling Height: 17"

200.00 SF Walls	24.00 SF Ceiling
224.00 SF Walls & Ceiling	53.23 SF Floor
5.91 SY Flooring	24.08 LF Floor Perimeter
16.00 LF Ceil. Perimeter	

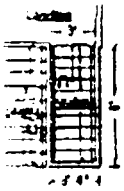
Missing Wall: 1 - 3'0" X 17'0" Opens into Exterior — Goes to Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung, taped, floated, ready for paint	24.00 SF	0.00	1.64	39.36
1/2" drywall - hung, taped, floated, ready for paint	200.00 SF	0.00	1.54	308.00
R&R Underlayment - 1/4" BC plywood	53.23 SF	1.02	1.33	125.09
Seal/prime the walls and ceiling - one coat	224.00 SF	0.00	0.37	82.88
Paint the walls and ceiling - one coat	224.00 SF	0.00	0.40	89.60
Carpet	61.22 SF	0.00	3.03	185.50
15 % waste added for Carpet.				
Carpet pad	53.23 SF	0.00	0.53	28.21

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CONTINUED - Stair1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: Stair1				358.64



Stair2 — Ceiling Height: 17"

208.33 SF Walls	23.50 SF Ceiling
231.83 SF Walls & Ceiling	52.98 SF Floor
5.89 SY Flooring	24.37 LF Floor Perimeter
18.67 LF Ceil. Perimeter	

Missing Wall: 1 - 3'0" X 17'0" Opens into Landing Goes to Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung, taped, floated, ready for paint	23.50 SF	0.00	1.64	38.54
1/2" drywall - hung, taped, floated, ready for paint	208.33 SF	0.00	1.54	320.83
R&R Underlayment - 1/4" BC plywood	52.98 SF	1.02	1.33	124.50
Seal/prime the walls and ceiling - one coat	231.83 SF	0.00	0.37	85.78
Paint the walls and ceiling - one coat	231.83 SF	0.00	0.40	92.73
Carpet	60.93 SF	0.00	3.03	184.62
15 % waste added for Carpet.				
Carpet pad	52.98 SF	0.00	0.53	28.08
Totals: Stair2				875.08

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Master Bed — Ceiling Height: 8'

507.67 SF Walls		249.98 SF Ceiling	
757.65 SF Walls & Ceiling		249.98 SF Floor	
27.78 SY Flooring		66.25 LF Floor Perimeter	
77.00 LF Ceil. Perimeter			

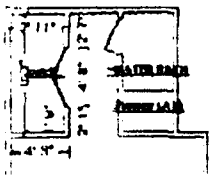
Missing Wall:	1 -	4'3" X 6'8"	Opens into Closet	Goes to Floor
Missing Wall:	1 -	9'0" X 4'7"	Opens into Exterior	Goes to neither Floor/Ceiling
Missing Wall:	1 -	4'0" X 6'8"	Opens into Exterior	Goes to Floor
Missing Wall:	1 -	2'6" X 6'8"	Opens into MASTER BATH	Goes to Floor

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung, taped, floated, ready for paint	249.98 SF	0.00	1.64	409.97
1/2" drywall - hung, taped, floated, ready for paint	507.67 SF	0.00	1.54	781.81
R&R Underlayment - 1/4" DC plywood	249.98 SF	1.02	1.33	587.45
Seal/prime the walls and ceiling - one coat	757.65 SF	0.00	0.37	280.33
Paint the walls and ceiling - one coat	757.65 SF	0.00	0.40	303.06
R&R Interior double door, 8' - Colonist - pre-hung unit	1.00 EA	29.73	347.95	377.68
R&R Casing - 2 1/4"	18.42 LF	0.39	1.65	37.57
Paint door or window opening - Large - 2 coats (per side)	3.00 EA	0.00	25.28	75.84
Baseboard - 2 1/4"	66.25 LF	0.00	2.49	164.96
Seal & paint baseboard - two coats	66.25 LF	0.00	0.99	65.59
Carpet	287.48 SF	0.00	3.03	871.06
15 % waste added for Carpet.				
Carpet pad	249.98 SF	0.00	0.53	132.49
Paint door slab only - 1 coat (per side)	8.00 EA	0.00	14.19	113.52
NOTE Paint door two coats on each side, this is a double door so this will take 2 coats each side x 2 doors.				
R&R Vanity	4.58 LF	5.84	129.85	621.46
Vanity top - Detach and reset	4.58 LF	0.00	15.00	68.70
Backsplash - solid surface - Unattached - Detach & reset	3.00 LF	0.00	3.33	9.99
Electrical				
R&R Outlet - High grade	6.00 EA	3.91	20.86	148.62
These need to be tamper resistant devices per the NEC 2008 code.				

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CONTINUED - Master Bed

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
(Install) Ceiling fan without light	1.00 EA	0.00	154.58	154.58
CODE				
110 volt copper wiring run and box - rough in only	1.00 EA	0.00	74.65	74.65
Smoke detector - High grade	1.00 EA	0.00	31.54	31.54
Totals: Master Bed				5,360.87



Closet — Ceiling Height: 8'

171.67 SF Walls	33.62 SF Ceiling
205.28 SF Walls & Ceiling	33.62 SF Floor
3.74 SY Flooring	20.75 LF Floor Perimeter
25.00 LF Ceil. Perimeter	

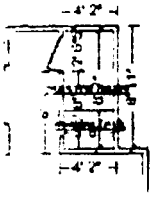
Missing Wall: 1 - 4'3" X 6'8" Opens into Master Bed Goes to Floor

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung, taped, floated, ready for paint	33.62 SF	0.00	1.64	55.14
1/2" drywall - hung, taped, floated, ready for paint	171.67 SF	0.00	1.54	264.37
Seal then paint the walls and ceiling (2 coats)	205.28 SF	0.00	0.68	139.59
R&R Underlayment - 1/4" BC plywood	33.62 SF	1.02	1.33	79.00
Baseboard - 2 1/4"	20.75 LF	0.00	2.49	51.67
Seal & paint baseboard - two coats	20.75 LF	0.00	0.99	20.54
Carpet	38.66 SF	0.00	3.03	117.14
15 % waste added for Carpet.				
Carpet pad	33.62 SF	0.00	0.53	17.82
Paint door slab only - 1 coat (per side)	8.00 EA	0.00	14.19	113.52
NOTE Paint door two coats on each side, this is a double door so this will take 2 coats each side x 2 doors.				
Closet Organizer - Melamine or Wire - Detach & reset	16.00 LF	0.00	61.48	983.68
Electrical				
(Install) Light fixture	1.00 EA	0.00	38.17	38.17

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CONTINUED - Closet

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: Closet				130.64



Bathroom — Ceiling Height: 8"

179.33 SF Walls	31.47 SF Ceiling
210.81 SF Walls & Ceiling	31.47 SF Floor
3.50 SY Flooring	22.00 LF Floor Perimeter
24.50 LF Ceil. Perimeter	

Missing Wall: 1 - 2'6" X 6'8" Opens into Master Bed Goes to Floor

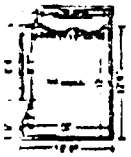
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung, taped, floated, ready for paint	31.47 SF	0.00	1.64	51.61
1/2" drywall - hung, taped, floated, ready for paint	179.33 SF	0.00	1.54	276.17
5/8" drywall - hung, taped, floated, ready for paint	31.47 SF	0.00	1.64	51.61
1/2" drywall - hung, taped, floated, ready for paint	179.33 SF	0.00	1.54	276.17
Seal then paint the walls and ceiling (2 coats)	210.81 SF	0.00	0.68	143.35
R&R Underlayment - 1/4" BC plywood	31.47 SF	1.02	1.33	73.96
Baseboard - 2 1/4"	22.00 LF	0.00	2.49	54.78
Seal & paint baseboard w/cap &/or shoe - two coats	210.81 LF	0.00	1.18	248.76
R&R Interior door unit	1.00 EA	14.59	141.64	156.23
Paint door slab only - 1 coat (per side)	4.00 EA	0.00	14.19	56.76
Detach & Reset Door dummy knob - interior	1.00 EA	0.00	0.00	8.29
R&R Casing - 2 1/4"	17.00 LF	0.39	1.65	34.68
Seal & paint casing - two coats	17.00 LF	0.00	0.99	16.83
Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	21.49	42.98
Electrical				
(Install) Light fixture	1.00 EA	0.00	38.17	38.17
Plumbing				

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CONTINUED - Bathroom

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Detach & Reset Sink - single	1.00 EA	0.00	0.00	160.14
Install) Sink strainer and drain assembly	1.00 EA	0.00	33.39	33.39
Detach & Reset Toilet	1.00 EA	0.00	0.00	257.31
Detach & Reset Sink faucet - Bathroom	1.00 EA	0.00	0.00	123.43
Totals: Bathroom				2,110.12

Bed Room2 Ceiling Height: 8'



335.33 SF Walls
455.33 SF Walls & Ceiling
37.33 SY Flooring
84.00 LF Ceil. Perimeter
120.00 SF Ceiling
120.00 SF Floor
41.50 LF Floor Perimeter

Missing Wall: 1 - 2'6" X 6'8" Opens into Exterior Goes to Floor

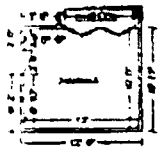
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung, taped, floated, ready for paint	120.00 SF	0.00	1.64	196.80
1/2" drywall - hung, taped, floated, ready for paint	335.33 SF	0.00	1.54	516.41
Seal then paint the walls and ceiling (2 coats)	455.33 SF	0.00	0.68	309.62
Baseboard - 2 1/4"	41.50 LF	0.00	2.49	103.34
Seal & paint baseboard - two coats	41.50 LF	0.00	0.99	41.09
R&R Underlayment - 1/4" BC plywood	120.00 SF	1.02	1.33	282.00
Carpet	138.00 SF	0.00	3.03	418.14
15 % waste added for Carpet.				
Carpet pad	120.00 SF	0.00	0.53	63.60
Electrical				
R&R Outlet - High grade	3.00 EA	3.91	20.86	74.31
These need to be tamper resistant devices per the NEC 2008 code.				
(Install) Ceiling fan without light	1.00 EA	0.00	154.58	154.58
(Install) Light fixture	1.00 EA	0.00	38.17	38.17
CODE				

Universal Restoration Services
390 Holbrook Drive
Wheeling, IL 60090
Phone (888) 877-6766
Fax (888) 596-4996

CONTINUED - Bed Room2

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
110 volt copper wiring run and box - rough in only	1.00 EA	0.00	74.65	74.65
Smoke detector - High grade	1.00 EA	0.00	31.54	31.54
Totals: Bed Room2				2,354.25

Bed room 1 — Ceiling Height: 8'



142.00 SF Walls	125.00 SF Ceiling
467.00 SF Walls & Ceiling	125.00 SF Floor
13.89 SY Flooring	42.33 LF Floor Perimeter
44.83 LF Ceil. Perimeter	

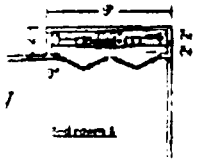
Missing Wall: 1 - 2'6" X 6'8" Opens into Exterior Goes to Floor

Subroom 2: Closet2 — Ceiling Height: 8'



160.00 SF Walls	13.89 SF Ceiling
173.89 SF Walls & Ceiling	13.89 SF Floor
1.54 SY Flooring	20.00 LF Floor Perimeter
20.00 LF Ceil. Perimeter	

Subroom 1: Closet1 — Ceiling Height: 8'



160.00 SF Walls	13.89 SF Ceiling
173.89 SF Walls & Ceiling	13.89 SF Floor
1.54 SY Flooring	20.00 LF Floor Perimeter
20.00 LF Ceil. Perimeter	

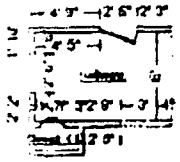
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung, taped, floated, ready for paint	152.78 SF	0.00	1.64	250.56
1/2" drywall - hung, taped, floated, ready for paint	662.00 SF	0.00	1.54	1,019.48
Seal then paint the walls and ceiling (2 coats)	814.78 SF	0.00	0.68	554.05

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CONTINUED - Bed room 1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Baseboard - 2 1/4"	82.33 LF	3.00	2.49	205.00
Seal & paint baseboard - two coats	82.33 LF	0.00	0.99	81.51
R&R Underlayment - 1/4" BC plywood	152.78 SF	1.02	1.33	359.04
Carpet	175.69 SF	0.00	3.03	532.34
15 % waste added for Carpet.				
Carpet pad	152.78 SF	0.00	0.53	80.97
Electrical				
R&R Outlet - High grade	3.00 EA	3.91	20.86	74.31
These need to be tamper resistant devices per the NEC 2008 code.				
(Install) Ceiling fan without light	1.00 EA	0.00	154.58	154.58
(Install) Light fixture	1.00 EA	0.00	38.17	38.17
CODE				
110 volt copper wiring run and box - rough in only	1.00 EA	0.00	74.65	74.65
Smoke detector - High grade	1.00 EA	0.00	81.54	81.54
Totals: Bed room 1				3,506.20



Hallway — Ceiling Height: 8'

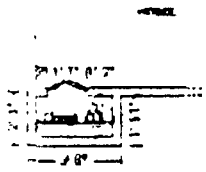
147.44 SF Walls	55.00 SF Ceiling
202.44 SF Walls & Ceiling	55.00 SF Floor
6.11 SY Flooring	17.25 LF Floor Perimeter
24.33 LF Ceil. Perimeter	

Missing Wall:	1 -	3'8" X 6'8"	Opens into Exterior	Goes to Floor
Missing Wall:	1 -	6'0" X 8'0"	Opens into Exterior	Goes to Floor/Ceiling
Missing Wall:	1 -	2'6" X 6'8"	Opens into Exterior	Goes to Floor

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CONTINUED - Hallway



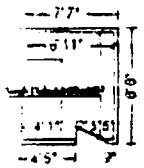
Bathroom 1: Closet — Ceiling Height: 8'

62.78 SF Walls	4.75 SF Ceiling
67.53 SF Walls & Ceiling	4.75 SF Floor
0.53 SY Flooring	9.38 LF Floor Perimeter
9.17 LF Ceil. Perimeter	

Missing Wall: 1 - 1'7" X 6'8" Opens into Hallway Goes to Floor

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung, taped, floated, ready for paint	59.75 SF	0.00	1.64	97.99
1/2" drywall - hung, taped, floated, ready for paint	210.22 SF	0.00	1.54	323.74
Seal then paint the walls and ceiling (2 coats)	269.97 SF	0.00	0.68	183.58
Batt insulation - 6" - R19	59.75 SF	0.00	0.72	43.02
R&R Underlayment - 1/4" BC plywood	59.75 SF	1.02	1.33	140.42
Carpet	68.71 SF	0.00	3.03	208.19
15 % waste added for Carpet.				
Carpet pad	59.75 SF	0.00	0.53	31.67
Baseboard - 2 1/4"	24.83 LF	0.00	2.49	61.83
Seal & paint baseboard w/cap &/or shoe - two coats	269.97 LF	0.00	1.18	318.56
Detach & Reset Shelving - 12" - in place	15.83 LF	0.00	0.00	115.40
NOTE (5) five shelfs at 3 feet and 2 inches.				
CODE				
110 volt copper wiring run and box - rough in only	1.00 EA	0.00	74.65	74.65
Carbon monoxide detector - High grade	1.00 EA	0.00	92.57	92.57
Totals: Hallway				1,691.62

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Spare Bath — Ceiling Height: 8'

238.67 SF Walls	55.33 SF Ceiling
294.00 SF Walls & Ceiling	55.33 SF Floor
6.15 SY Flooring	29.83 LF Floor Perimeter
29.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5/8" drywall - hung, taped, floated, ready for paint	55.33 SF	0.00	1.64	90.74
1/2" drywall - hung, taped, floated, ready for paint	238.67 SF	0.00	1.54	367.55
Batt insulation - 6" - R19	55.33 SF	0.60	0.72	39.84
Seal then paint the walls and ceiling (2 coats)	294.00 SF	0.00	0.68	199.92
Mirror - 1/4" plate glass	30.00 SF	0.00	10.83	324.90
Vanity	5.08 LF	0.00	129.85	659.64
1/2" Cement board	60.00 SF	0.00	3.46	207.60
Tile tub surround - up to 60 SF	1.00 EA	0.00	914.33	914.33
Bathtub - Standard grade	1.00 EA	0.00	701.02	701.02
Toilet - Standard grade	1.00 EA	0.00	329.37	329.37
Towel bar	1.00 EA	0.00	24.81	24.81
Towel ring	1.00 EA	0.00	28.61	28.61
R&R Vinyl tile	55.33 SF	0.89	3.15	223.53
Baseboard - 2 1/4"	16.00 LF	0.00	2.49	39.84
Seal & paint baseboard w/cap &/or shoe - two coats	294.00 LF	0.00	1.18	346.92
R&R Interior door unit	1.00 EA	14.59	141.64	156.23
Paint door slab only - 1 coat (per side)	4.00 EA	0.00	14.19	56.76
Detach & Reset Door dummy knob - Interior	1.00 EA	0.00	0.00	3.29
R&R Casing - 2 1/4"	17.00 LF	0.39	1.65	34.68
Seal & paint casing - two coats	17.00 LF	0.00	0.99	16.83
Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	21.49	42.98
R&R Underlayment - 1/4" BC plywood	55.33 SF	1.02	1.33	130.03
Plumbing				
Detach & Reset Sink - single	2.00 EA	0.00	0.00	320.28

Universal Restoration Services

320 Holbrook Drive
Wheeling, IL 60090
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CONTINUED - Spare Bath

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Install) Sink strainer and drain assembly	2.00 EA	0.00	33.39	66.78
Detach & Reset Sink faucet - Bathroom	2.00 EA	0.00	0.00	256.86
Detach & Reset Toilet	1.00 EA	0.00	0.00	257.81
CODE				
110 volt copper wiring run 1/2"conduit 15lf box/plug/switch	1.00 EA	0.00	118.53	118.53
Ground fault interrupter (GFI) outlet	1.00 EA	0.00	28.35	28.35
Need to add a GFCI outlet per inspector because there are two sinks in this bathroom.				
Totals: Spare Bath				5,993.03

General Conditions

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	523.31	0.00	523.31
Cleaning Technician - per hour	18.00 HR	0.00	29.71	534.78
NOTE Post construction clean up.				
Totals: General Conditions				1,058.09

PERMIT

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Taxes, insurance, permits & fees (Bid item)	1.00 EA	0.00	935.73	935.73
Totals: PERMIT				935.73
Total: Second Floor				27,512.25
Line Item Totals: 45669-ESCOBAR-CODE				68,337.87

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Grand Total Areas:

5,907.24	SF Walls	1,283.95	SF Ceiling	9,191.19	SF Walls and Ceiling
2,427.63	SF Floor	269.74	SY Flooring	559.30	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	493.25	LF Ceil. Perimeter
2,427.63	Floor Area	2,564.28	Total Area	5,964.82	Interior Wall Area
3,349.46	Exterior Wall Area	760.17	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Universal Restoration Services

[illegible]0 Holbrook Drive
Wheeling, IL 60090
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Summary

Line Item Total				8,337.87
Material Sales Tax	@	9.250% x	30,676.45	2,837.57
Subtotal				41,175.44
Overhead	@	10.0% x	41,175.44	4,117.54
Profit	@	10.0% x	41,175.44	4,117.54
Replacement Cost Value				**$109,410.52**
Net Claim				**$109,410.52**

Brian Bavaro

Universal Restoration Services
390 Holbrook Drive
Wheeling, IL 60090
Phone (888) 877-6766
Fax (888) 596-4996

Recap by Room

Estimate: 45669-ESCOBAR-CODE

Area:	Basement		
	Garage	1,495.03	3.48%
	Crawl	35.49	0.06%
	Furnace RM	12,095.71	13.69%
	Laundry Room	4,619.11	5.23%
	Basement	3,235.01	3.66%
	Basement Sta	1,130.78	1.28%
	Landing	519.43	0.59%
	Area Subtotal: Basement	29,150.56	33.00%
Area:	First Floor		
	Stair	442.14	0.50%
	Landing	1,649.35	1.87%
	Stair2	754.22	0.85%
	Front foyer	2,225.79	2.52%
	Kitchen	11,650.77	13.19%
	Dining Room	5,138.94	5.82%
	Bath	3,263.12	3.69%
	Family Room	5,051.42	5.72%
	Hallway	743.18	0.84%
	Closet	756.13	0.86%
	Area Subtotal: First Floor	31,675.06	35.86%
Area:	Second Floor		
	Landing	887.98	1.01%
	Stair1	858.64	0.97%
	Stair2	875.08	0.99%
	Master Bed	5,360.87	6.07%
	Closet	1,880.64	2.13%
	Bathroom	2,110.12	2.39%
	Bed Room2	2,354.25	2.67%
	Bed room 1	3,506.20	3.97%
	Hallway	1,691.62	1.91%
	Spare Bath	5,993.03	6.78%
	General Conditions	1,058.09	1.20%
	PERMIT	935.73	1.06%
	Area Subtotal: Second Floor	27,512.25	31.14%
Subtotal of Areas		88,337.87	100.00%

UNIVERSAL Universal Restoration Services

90 Holbrook Drive
Wheeling, IL 60090
Phone (888) 877-6766
Fax (888) 596-4996

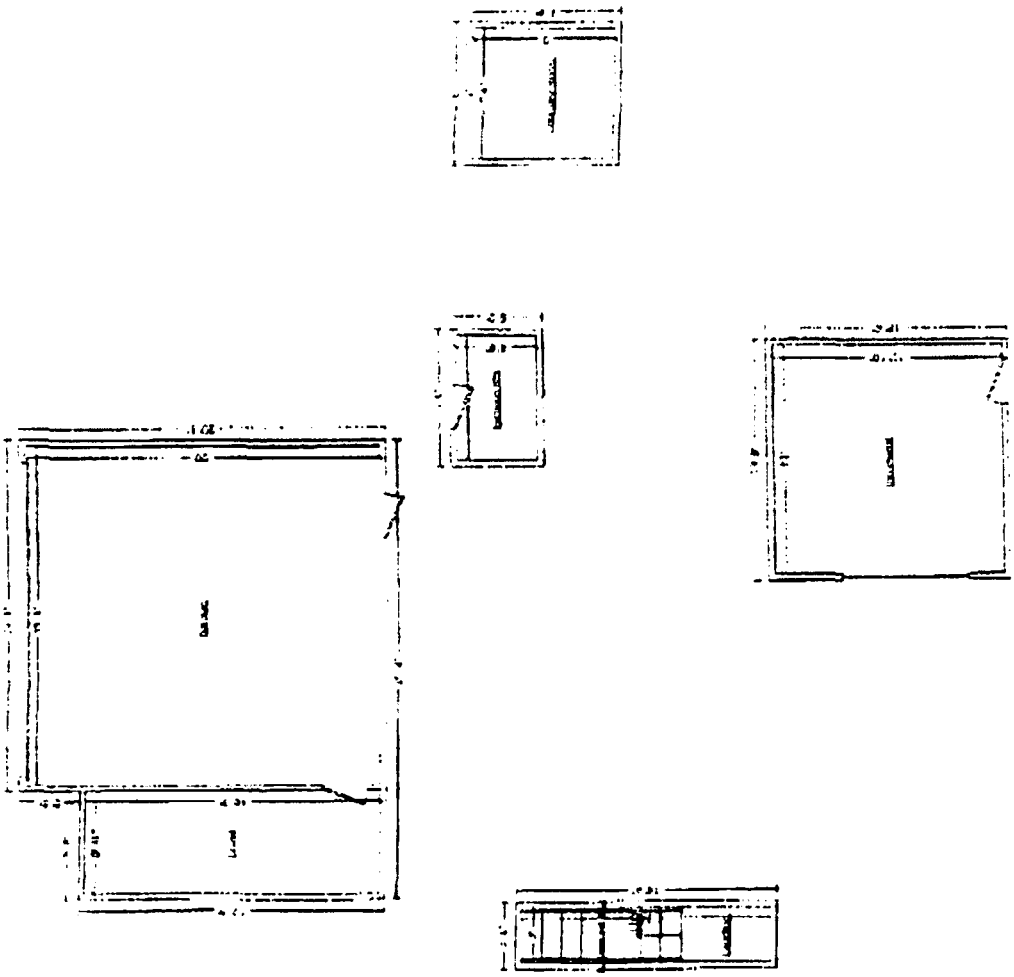
Total	8,337.87	100.00%

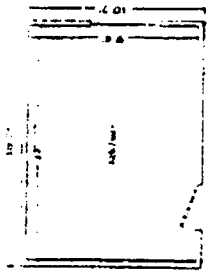
Universal Restoration Services

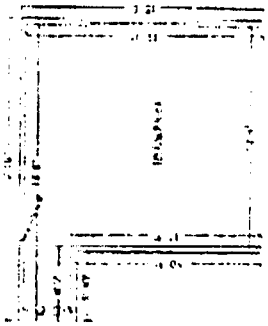
290 Holbrook Drive
Wheeling, IL 60090
Phone (888) 877-6766
Fax (888) 596-4996

Recap by Category

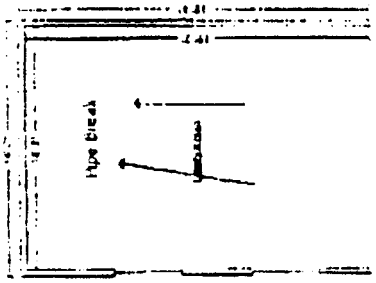
O&P Items			Total Dollars	%
APPLIANCES			660.14	0.60%
CABINETRY			6,517.46	5.78%
CLEANING			2,822.35	2.58%
GENERAL DEMOLITION			3,877.72	3.54%
DOORS			1,743.35	1.59%
DRYWALL			13,778.55	12.59%
ELECTRICAL			5,928.67	5.42%
ELECTRICAL - SPECIAL SYSTEMS			2,946.09	2.69%
FLOOR COVERING - CARPET			6,334.06	5.79%
FLOOR COVERING - CERAMIC TILE			207.60	0.19%
FLOOR COVERING - VINYL			1,777.72	1.62%
PERMITS AND FEES			935.73	0.86%
FINISH CARPENTRY / TRIMWORK			5,723.57	5.23%
FINISH HARDWARE			175.55	0.16%
HEAT, VENT & AIR CONDITIONING			9,466.15	8.65%
INSULATION			1,093.05	1.00%
LIGHT FIXTURES			1,132.21	1.03%
MARBLE - CULTURED OR NATURAL			146.25	0.13%
MIRRORS & SHOWER DOORS			324.90	0.30%
PLUMBING			5,140.85	4.70%
PAINTING			12,020.00	10.99%
TILE			3,443.86	3.15%
WINDOW TREATMENT			142.04	0.13%
Subtotal			88,337.87	80.74%
Material Sales Tax	@	9.250%	2,837.57	2.59%
Overhead	@	10.0%	9,117.54	8.33%
Profit	@	10.0%	9,117.54	8.33%
O&P Items Subtotal			109,410.52	100.00%

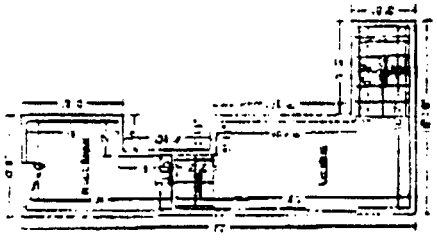




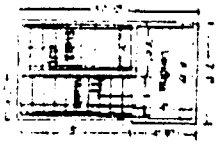


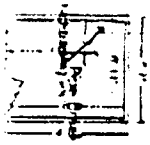


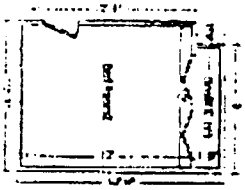

Pipe Break

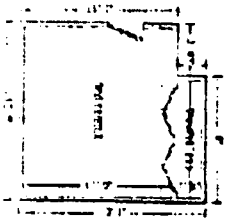


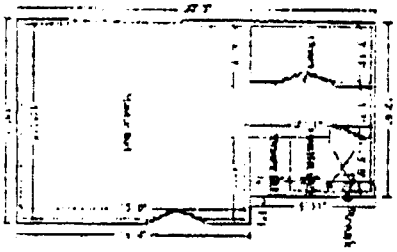












ANY QUESTIONS, CONTACT:

CLAIM SERVICES
25510 W.11 MILE RD
SOUTHFIELD MI 48034
(877) 851-5721

30709708
DATE: 08-24-2009
AMOUNT: $****108,910.52
NON-NEGOTIABLE

CLAIM NO: 004010763
CLAIMANT: JORGE ESCOBAR
PAYEE: JORGE ESCOBAR
IN PAY OF: FOR FIRE LOSS. 45669-ESCOBAR-CODE

DATE OF LOSS: 05-10-2009

COVERAGE	PAY TYPE	
DWELLING	REPLACEMENT COSTS	$108,910.52

LOAN # 0601300779

RETAIN STUB FOR RECORDS

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CLAIM SERVICES
25510 W.11 MILE RD
SOUTHFIELD MI 48034

AUTO CLUB INSURANCE ASSOCIATION
MEMBERSELECT INSURANCE COMPANY

74-478
724

PAY TO THE ORDER OF

DATE: 08-24-2009

NO. 30709708

AMOUNT
$ ****108,910.52

VOID AFTER 180 DAYS

JORGE ESCOBAR
& SINDY ESCOBAR
& GMAC MORTGAGE CORP, ISAOA
& UNIVERSAL RESTORATION SERVICES
390 HOLBROOK DRIVE
WHEELING IL 60090

Sue Ho Maloney

CLAIM NO: 004010763
DATE OF LOSS: 05-10-2009

COMERICA BANK & TRUST, NA

⑈0030709708⑈ ⑆072404786⑆ 2176980395⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK WHEN

EXHIBIT
2

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS 1 of 2

GMAC Mortgage LLC

v.

Escobar, et al.

No. 09 CH 7418

ORDER

This cause coming to be heard on Universal Restoration's Motion to Intervene, due notice having been given & the Court being duly advised in the premises;

IT IS HEREBY ORDERED THAT: Universal Restoration Services' Motion to Intervene is withdrawn as (1) Universal Restoration Services has received checks from AAA Insurance for $12,417.49 and $39,270.01 for water damage repairs, and (2) all parties agree to endorse $2,746.82 Check ~~that is~~ for water damage repairs when and if a check is issued, which shall then be turned over to Universal Restoration Services; and (3) GMAC is receiving a fully negotiable check for $108,910.52 for portion of prospective fire repair, to be held in escrow by GMAC & paid to Universal Restoration Services with customary drawing requirements.

Atty. No.: 41750

Name: Katz Law Office, Ltd (SR)

Atty. for: Δ Escobar

Address: 3151 N. California

City/State/Zip: Chicago, IL 60618

Telephone: (773) 539-8700

ENTERED: Dated:

ENTERED
Assoc. Judge Franklin Ulysses Valderrama-1968
SEP 22 2009
DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL
DEPUTY CLERK

Judge Judge's No.

EXHIBIT 3

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

UNIVERSAL
Restoration Services
Chicago • Atlanta • Indiana • Wisconsin

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on : 10-22-09 Job # 46288

Between the Owner:

Name: JORGE ESCOBAR Project Address: 9640 LARAMIE ST

Address: 9640 LARAMIE ST (if different) _____

SKOKIE, IL 60077 _____

and the Contractor: Universal Restoration Services, Inc.
390 Holbrook Drive
Wheeling, IL 60090

SCOPE OF WORK

The Contractor agrees to complete the following work, repair or improvement at the above mentioned project address according to the specifications set forth in the Estimate and Scope of Work or as indicated below.

See Attached Estimate # 46288-Escobar

Scope of Work

Repair fire damage

THE CONTRACT PRICE

The cost for the project as specified in the Estimate documents or Scope of Work above shall be set at the sum of $ 15,601.47 , subject to additions and deductions pursuant to authorized change orders and allowances.

PAYMENTS

The Owner will make payments to the Contractor pursuant the payment schedule below as work required by the Contractor is satisfactorily completed. If payment is not received by the Contractor, Contractor shall have the right to stop work or terminate the contract at his option. Termination by Contractor under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to Contractor for that part of the work performed prior to such termination. Termination by Owner under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to Contractor for that part of the work performed prior to such termination.

Down Payment $ _____

Progress Payment at _____% $ _____

Final Balance Due Upon Completion $ _____

WARRANTY

At the completion of this project, and payment of the contract in full, Contractor shall execute an instrument to Owner warranting the project for one year against defects in workmanship or materials utilized.

_____ Paula Crespo
OWNER (Signature) Universal Restoration Services (Signature)

_____ PAULA CRESPO ASST REV
(Printed name) (Printed name and title)

EXHIBIT 4