



September 21, 2005

I would like to thank all of you here today to take the time and expand the effort to Understand the reason we are all stuck on the rapid rise of construction defects in the State of Oregon. First of all as a roofing contractor, Journeyman roofer working out of Roofers local 49 spanning the last 56 years and the reputation in the business, I have a Fair background of understanding this problem.

Up until the 1990's or late 1990's ABC Roofing was never involved in a lawsuit such As we are now, Why? Efis was not used as siding on residential buildings until the 1980's, so all hell broke loose attorneys saw law suits from California on defects, mold, etc, now all of a sudden new hospitals, new schools, and new residences were stuck with dry rot and mold and 10-15 contractors were receiving law suits on the basis of those two items.

Efis was and is the real culprit all lawsuits claimed water intrusion when the real reason was water retention Efis is a closed cell insulation and is nearly caulked airtight to the effect that the dwelling becomes a closed cell in itself and there is no escape for moisture from the structure so where does the moisture end? Between the plywood and Efis insulation causing dry rot, mold, and whatever.

Suit follows, insurance companies enter the picture, they can't see enough to gain by taking the suit to court so it's less expensive to pay the price. After all the cost goes on the record of its contractors so he (the contractor) ends up the next year with a higher premium, and more commissions, and this goes on and on and on. Had the insurance co's had taken this to court at the outset, for a trial by jury of the people which this country is based on there would be a lot less construction defects to deal with. Efis would not be on the market today for residential habitats.

Can you imagine the wait list to get into court? The line would extend to the Eastside of the Ross Island Bridge, Incidentally our General Libality has increased from \$30,00.00 to over \$100,00.00 in 3 years and we are only covered for 12 months on residential condos, ect, this year; next year, none at all on habitual

Again, Thank you for your time. For more info my card is attached.

William J. Bolt, President
ABC ROOFING Co., Inc

Exhibit A
Submitted by: Jim Bolt
4 pages

Eisert, Olson Group, S&K, ABC Roofing and Sondad hereby settle all claims between them in the Lawsuit.

3. COMPROMISE SETTLEMENT – FULL AND FINAL

In consideration for the payments set forth below, and other good and valuable consideration, each of the parties listed in Paragraph 1 herein (including their insurers, agents, employees, etc., as set forth in Paragraph 1), hereby agree to release each and every other party referred to in Paragraph 1 herein from any and all past, present, and future claims, demands, and claims for relief including all expenses, costs, and attorney fees and for damages of every kind whatsoever nature or basis, known as well as unknown, anticipated or unanticipated including any claims for personal injury, including claims related to alleged mold exposure (collectively "Claims") arising out of, related to, or in any way caused by the facts and circumstances alleged in the Lawsuit or the design and construction of the Sellwood Commons.

The parties intend this Agreement to be a full, final and complete settlement, adjustment and compromise of any and all Claims based upon the allegations contained in the Lawsuit or which could have been brought under the facts alleged in the Lawsuit. It is expressly understood that this Agreement is intended to cover and does cover not only known losses and damages, but also further losses and damages not now known or anticipated, but which may later develop or be discovered, including all of the effects and consequences thereof, and especially regarding any water or air intrusion, dry rot, mold, structural damage, or any other problems at the Sellwood Condominiums arising out of, relating to or caused by the facts and circumstances alleged in the Lawsuit, or the construction of Sellwood Condominiums.

4. PAYMENT

Upon execution of this Agreement, the following parties will pay in settlement the amounts stated below to Eisert:

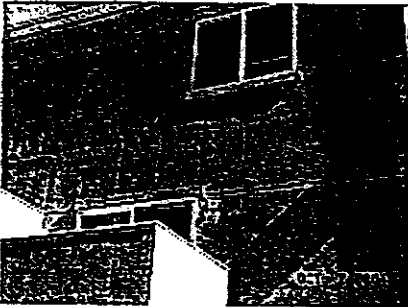
Olson Group	\$15,000
S&K	\$80,000
ABC Roofing	\$15,000
Sondad	<u>\$10,000</u>
	\$120,000

Eisert/Farmers agrees not to negotiate settlement payments until Eisert has executed this agreement.

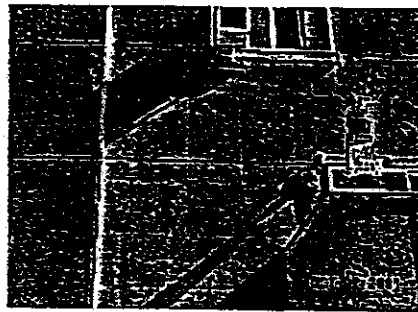
5. SETTLEMENT NOT AN ADMISSION OF LIABILITY

The parties making settlement payments deny any liability for the Claims made in the Lawsuit, and further, state that they are making their respective payments solely in compromise and settlement of disputed Claims and such payments are not to be regarded as admissions of liability or fault by anyone.

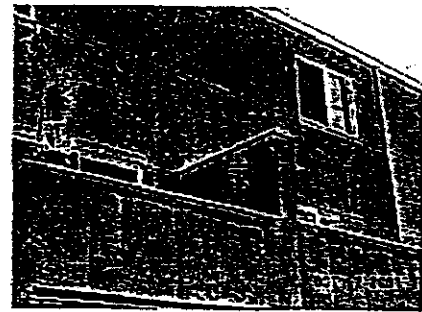
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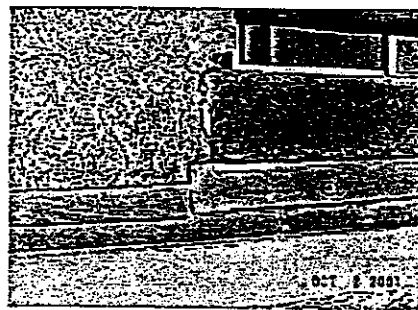
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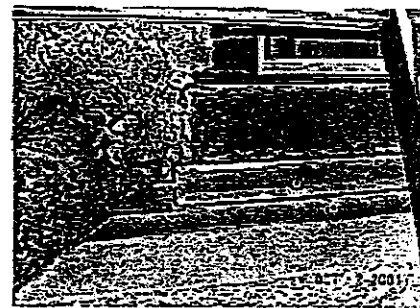
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10 pages + 2

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CHRISTOPHER D. BELL

*PRACTICING IN OREGON
AND WASHINGTON

May 26, 2004

PARALEGALS
JULIE K. WEST
ELENA WRIGHT

Jim Bolt
ABC Roofing, Inc.
10123 SE Brittany Court
Clackamas, OR 97015

RE: *Delmer Eisert Contractors v. ABC Roofing, Inc. (Sellwood Commons Condominiums)*

Dear Mr. Bolt:

In connection with our settlement of the captioned matter I am providing you with a copy of the final settlement agreement and the original signature page which should be signed by you on behalf of ABC Roofing. It will then be returned to plaintiff's counsel and a final settlement agreement will be sent to us with signature pages from all interested parties.

You may retain the enclosed copy of the agreement for your records. Please sign the original signature page where indicated and return it to me in the enclosed, self-addressed, stamped envelope.

If you have any questions about the procedure, please give me a call.

Very truly yours,

LEHNER & RODRIGUES PC

*Michael A Lehner
by SF*

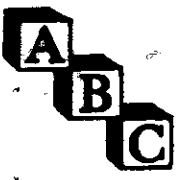
Michael A. Lehner

MAL:slf

cc: Don VanSpeybrock (Claim No. 147534-6)
Doug Tackett (Claim No. 60101)

*Dear Michael
You can't tell me that we had any responsibility in this case @ all. Due to the weakness of the (our) insurance company, that the lack of capability of someone so called expert we got stuck with a \$15,000 gift to the so called Eise contractor that will be on our record for some time as a loss.*

This case borders on malpractice as far as I see it. These pictures were sent to us Feb 20, 04 well after the high jacking took place in your office where I objected extensively. Seems to me that the insurance company should sign these papers as it was barely their decision.
Jim Bolt



Roofing Co.

786-0616
786-0219
FAX 786-0642

JIM BOLT
PRESIDENT

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