

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF KENTUCKY
100 EAST VINE STREET, SUITE 200
LEXINGTON, KENTUCKY 40507

NATHAN W. LEE
CLERK

TELEPHONE
(859) 233-2608

TO: Frank and Linda Green
525 Lake Front Dr
Lebanon, OH 45036

The information checked below applies to documents you submitted to this Court:

- ☐ 1. The case ☐ name/☐ number on the document does not correspond to any case on file in this Court. Please check your records and:
- a) If you correct the name and/or number, immediately return the document to this Court for filing; or
 - b) If the name/number you provided is correct, check any notices you may have received to determine if the case is pending in another court, and forward the document to that court.
- ☐ 2. Information provided on the document indicates that it should be filed with the U.S. Bankruptcy Court for the _____ District of _____. Their address should be on the notice you received.
- ☐ 3. A case name and number are required in order to process your request. Any pleading submitted for filing must be properly captioned pursuant to FED. R. BANKR. P. 9004(b). Include the missing information and return the document to this Court, if appropriate.
- ☒ 4. A completed Proof of Claim form must be submitted in order to file a claim. Claim forms and instructions are available at www.uscourts.gov/forms/bankruptcy-forms.

NOTE: Proofs of Claim in all cases and chapters for the Eastern District of Kentucky can be filed electronically without a login/password through the Court's website www.kyeb.uscourts.gov using Electronic Proof of Claim.

- ☐ 5. Other:

Dated: June 24, 2025

/s/Lisa Morris
Lisa Morris, Deputy Clerk

Nathan W. Lee, Clerk U.S. Bankruptcy Court,
Community Trust Building
100 E Vine St., Suite 200
Lexington, Ky 40507

June 23, 2025

RECEIVED

REF: Bankruptcy Court for the Eastern District of Ky, Case # 25-50863
Lexington Blue

JUN 24 2025

CLERK, U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF KENTUCKY

Dear Sir,

I am writing you in regards to the Lexington Blue Bankruptcy
Class Action Suit Case # 25-50863

My name is Frank Green Jr & Linda Green, 525 Lake Front Dr. , Lebanon, Ohio 45036.

My phone 513-496-5217, green3f@aol.com

The reason we contracted with Lexington Blue on 8-3-24 to replace our roof was because our
neighbor had his replaced in 2023 and had no issues with them.

They came to our house on 8-3-24 and inspected the roof and we signed the agreement to have
our roof replaced. The person was Mark Hamant (See attached)

On 8-8-24 they came out and did a roof review.

On 9-19-24 Lexington Blue sent their sales rep. Robert Chavez, signed agreement. (see
attached) . On this agreement we chose the color and type of shingles. He said to place the
order and to have the work put on the schedule asap they had to have the check the insurance
company issued to us. So we wrote a check for \$6,665.57 to Lexington Blue. (see copy
attached)

On 10-24 We drove to their office at 10587 Montgomery Rd., Montgomery, OH 45252 and
spoke to Madison Drake (see Card) . She had a record of the check received and we will be
placed at the top of the schedule. She also gave us the card of Alex Southwell, Sales manager.
(See Card)

Since this time Linda Green's son, Eric Schneider has had many conversations with various
people at Lexington Blue. He has also been to the office in Montgomery. They have given him
several dates but have never followed through.

This has been a very stressful year for us. Frank has had several radiation treatments for lung
Cancer at age 88. Linda during this time had to have several tests done and was sick which
resulted in having gallbladder surgery at 73.

If you need any other information please let us know.

We are very grateful for all your help in this situation.

Sincerely,

Frank & Linda Green

Frank Green Jr.
Linda Green

Lexington Blue

'Your Roof Is Our Business'

Alex Southwell
Sales Manager

287 Pasadena Dr.
Lexington, KY 40503

(859) 300-2068

alex.southwell@lexingtonblue.com

LexingtonBlue.com



Lexington Blue®

"Your Roof Is Our Business"™



Madison Drake

Branch Sales Lead

(513) 315-7505

madinson.drake@lexingtonblue.com

(513) 996-0135

10587 Montgomery Rd.
Montgomery, OH 45252

www.LexingtonBlue.com

5135000877



Lexington Blue

"Your Roof Is Our Business"

Phone: 859-368-6346

Fax: 859-373-0291

Web: Lexingtonblue.com

10587 Montgomery Rd,
Montgomery, OH 45242



Safe Co.

Adjuster calling
next week

Client Name: Frank Green Jr.
Address: 525 Lake Front Dr.
City/State: Lebanon, OH 45036

Phone: (513) 496-5217
Work Phone: _____
Claim: 057421309
Email: N/A

Type of **Damage Sustained:**

Hail

Wind

Other

Main Compromised Items: Multiple wind creased shingles/Miss and hail damage on soft metals
Estimated Date of Loss: 05-07-24

- **FREE** COMPREHENSIVE PROPERTY ANALYSIS
- **FREE** SYNTHETIC UNDERLAYMENT INSTALLATION WITH CONSULTATION OF SYSTEM UPGRADE NEEDS
- **FREE** CONSULTATION OF DAMAGE & REPAIR NEEDS WITH YOUR INSURANCE COMPANY BY A TRAINED AND CERTIFIED REPAIR SPECIALIST

- **FREE** COLLATERAL STORM DAMAGE ASSESSMENT
- **A FULLY LICENSED, BONDED & INSURED CONTRACTOR** TO PERFORM ALL REPAIRS & REPLACEMENTS
- **FULL ACCESS** TO A **LICENSED PUBLIC INSURANCE ADJUSTER, PAID FOR DIRECTLY BY LEXINGTON BLUE,** IN THE EVENT ONE IS REQUIRED.

AUTOMATIC ONE TIME TRANSFERABLE 5 YEAR WORKMANSHIP WARRANTY ON ALL LABOR

The property owner had read the front and back of this contract and authorizes Lexington Blue, Inc., a licensed General Contractor, to assist the property owner with their claim repairs by acting as a technical advisor to their insurance carrier for purposes of discussing the scope of work in need of repair and/or replacement to the above mentioned property. The property owner agrees to allow Lexington Blue, Inc., a licensed General Contractor, to manage and oversee all approved repairs for the exact dollar amount awarded by the property owner's insurance company, with exception to their applicable insurance deductible. **Lexington Blue, Inc.'s, L.F.U.C.G. G.C. License Number is 16990.**

X 7/1 **I HAVE READ BOTH FRONT AND BACK OF THIS FORM AND HEREBY REQUEST THAT LEXINGTON BLUE, INC MY GENERAL CONTRACTOR, MEET WITH MY INSURANCE ADJUSTER TO ASSESS THE DAMAGE TO MY PROPERTY.**

X 7/2 **PLEASE DO NOT USE MY MORTGAGE COMPANY'S NAME ON MY INSURANCE CLAIMS DEPOSIT CHECK. IF THIRD PARTY SURETY IS REQUIRED, PLEASE USE LEXINGTON BLUE INC., GENERAL CONTRACTOR, SO I MAY EXPEDITE MY REPAIRS IN A MORE TIMELY FASHION.**

X 7/2 **I AGREE TO ALLOW LEXINGTON BLUE INC., GENERAL CONTRACTOR, TO COMPLETE ALL APPROVED REPAIRS FOR THE EXACT DOLLAR AMOUNT AWARDED, WITH EXCEPTION TO MY INSURANCE DEDUCTIBLE.**

Property Owners Signature: Frank Green Jr.

Date: 8-3-24

Time: 7:23 PM

If it ever comes to your attention through correspondence with your insurance carrier that your damaged property is not a covered loss under your policy or that you are not eligible for replacement cost benefits, you may cancel this agreement without penalty or cost to you. This Contingency Agreement is understood to be a Contract of Reliance and shall serve as a guideline moving forward.

Office-513-969-5158 - Chris



Phone: 859-333-0000
 Fax: 859-373-0291
 Web: Lexingtonblue.com

10587 Montgomery Rd,
 Montgomery, OH 45242

Restorative Work Order

Claim #: 1396364

L.B. Rep.: Robert Chance

Client Information

Name: Frank Green
 Address: 525 Lake Front DR
 City/State/Zip: Leland OH 45036-7938
 Cell Phone: 402-336-6209
 Email for updates: _____

NOTICE: Your project will commence within 4-6 weeks from the time this office receives all paperwork in its correct format, with a free and clear deposit. **Please watch your Email for correspondence.** Installation dates and completion of all trades are subject to weather conditions, seasons and temperatures.

UNIT QUANTITY	ROOFING PROJECT DESCRIPTION		MISC. INFO.
<u>1</u>	REMOVE &/OR INSTALL PIPE BOOS/PIPE FLASHING:	YES / NO / NA	PLASTSIC (8 YEAR) / LEAD (50 YEAR) / SPLIT
<u>Suppl</u>	REMOVE &/OR INSTALL DRIP EDGE: COLOR: <u>white</u>	YES / NO / NA	RAKES / LEAVES / PERIMETER
<u>52.47</u>	REMOVE &/OR INSTALL VENTILATION: COLOR: <u>red</u>	YES / NO / NA	TURTLE / TURBINE / POWER VENT / POWER VENT COVER / RIDGE
<u>ALL</u>	REMOVE &/OR INSTALL FELT:	YES / NO / NA	15# / 30# / UPGRADED SYNTHETIC
<u>146.29</u>	REMOVE &/OR INSTALL STARTER COURSE:	YES / NO / NA	EAVE / OTHER
<u>144.24</u>	REMOVE &/OR INSTALL ICE & WATER SHIELD:	YES / NO / NA	VALLEYS / TRANSITIONS / OTHER
<u>N/A</u>	REMOVE &/OR INSTALL CHIMNEY FLASHING: COLOR: _____	YES / NO / NA	SMALL / MEDIUM / LARGE
<u>38.04</u>	REMOVE &/OR INSTALL FLASHING: COLOR: _____	YES / NO / NA	STEP / COUNTER / WALL
<u>20</u>	SQ TO INSTALL LAYERS TO REMOVE: _____ UPGRADING SHINGLES?	YES / NO / NA	SHINGLE TYPE: _____ COLOR: <u>black</u>
SHINGLE MANUFACTURER'S UPGRADED LIFETIME WARRANTY PURCHASED?		YES/NO	TYPE: _____ TOTALS _____

UNIT QUANTITY	EXTERIOR PROJECT DESCRIPTION	MISC. INFO. & LOCATION
<u>N/A</u>	REMOVE &/OR INSTALL SKYLIGHTS / SOLAR TUBES / FLASHING KIT:	YES / NO / NA
<u>N/A</u>	REMOVE &/OR INSTALL NEW GUTTERS/D.S.: COLOR: _____	YES / NO / NA 5" / 6"
<u>N/A</u>	REMOVE &/OR INSTALL GUTTER GUARDS: MESH / MID / LEAF SENTRY	YES / NO / NA 5" / 6"
<u>N/A</u>	REMOVE &/OR INSTALL SIDING: BRAND: _____ PROFILE: DL/SL SIZE: _____ COLOR: _____	YES / NO / NA
<u>N/A</u>	REMOVE &/OR WRAP FASCIA / FRIEZE BOARD: COLOR: _____	YES / NO / NA
<u>N/A</u>	REMOVE &/OR INSTALL SOFFIT: COLOR: _____	YES / NO / NA VENTED / SOLID

ALL ADDITIONAL NOTES:

INTERIOR RESTORATION TO BE PREFORMED? YES / NO / NA LOCATION:

MONETARY COMPENSATION FOR ORDERED PROJECT TO BE PREFORMED

TOTAL FOR BASE PROJECT	\$ <u>10,549.35</u>	WARRANTY, ADD-ONS & UPGRADE TOTAL \$ <u>0</u> (50% DEPOSIT REQUIRED) PAID? YES / NO
WORK ORDER GRAND TOTAL	\$ _____	METHOD OF DEPOSIT: INS. CHECK / CASHIERS CHECK / PERSONAL CHECK / CREDIT OR DEBIT CARD
REQUIRED DEPOSIT TO START	\$ <u>5,274.97</u>	AMOUNT FINANCED THROUGH SERVICE FINANCE CO. \$ _____
BALANCE DUE UPON COMPLETION	\$ _____	SERVICE FINANCE APPROVAL CODE: <u>N/A</u>

I authorize payment of recoverable depreciation, general contractor's overhead and profit and any supplements if awarded on my behalf to be paid directly to Lexington Blue Inc., on the above referenced claim for the amount shown on the final estimate. By signing this work order, I will allow this to serve as a temporary and limited power of attorney allowing Lexington Blue Inc., to endorse any payments and to apply those payments to my account balance. If any additional checks have to do with the above claims are mailed directly to me, I will forward them to Lexington Blue Inc., as they are a part of my claim and overall balance due. All payments due from this date forward shall be paid on demand. All electronic credit/debit card payment methods will only be accepted by allowing Lexington Blue to add a 3.1% Convenience Fee to the total.

By signing this document, you are agreeing to the work to be performed as it is stated on this document and that you have read and agree to the back of it. You are also acknowledging that the work stated on this document will commence **within 4-6 weeks** from the time this office receives all paperwork in its **correct format, with a free and clear deposit**. Lexington Blue retains the right to reject work orders turned in by its sales representatives that are deemed to be unprofitable and/or incorrect in measurements and quantities. **You should expect Email correspondence from each department involved. Please keep a vigilant eye on your inbox for important information.**

CLIENT SIGNATURE: _____

DATE: _____

REP. SIGNATURE: _____

WHAT YOU SHOULD KNOW

Thank you for choosing **Lexington Blue** to assist you with your insurance claim and to complete your storm damage restoration. We are confident you will be well pleased with the results. We appreciate your business and the trust that you have placed in us. Your referrals to friends, neighbors and others are greatly appreciated and will net you **\$100 for every referral** we complete a project with. Giving a friend, neighbor or other a **FREE** roof inspection to see if we can help them can never hurt. Thanks again!

Things to know - Be prepared for the noise - there will be constant pounding and other noise throughout the restoration. Please remove any and all loose items that may fall from wall shelves, walls, cabinets and other areas. Pounding from hammers will cause much vibration that may cause those items to fall. **Lexington Blue** is not responsible for any interior damage or for damage to anything inside the property as a result of the restoration and the associated vibrations. Please keep all children and animals away from the work area. **Lexington Blue** is not responsible for any injuries that could arise. We may need to park a dumpster on your driveway and unload materials there as well. Please note on the agreement where you would like the dumpster and the materials to be dropped - example; "upper right side of driveway". Your insurance company does not cover pre-existing conditions such as, but not limited to, rotted wood fascia/roof decking, window/door and other trim boards, leaks, poor construction, cracks in walls and/or ceilings, or other problems. **Lexington Blue** is also not responsible for ceiling, wall or other nails that may come loose inside the property during the restoration process. Dry rot and/or termite damaged wood is also not covered by the insurance company scope of loss. If these or similar conditions such as those mentioned above are found, the conditions that would hinder the progress towards completion of the project must be repaired and/or replaced at an additional cost to you so as not to delay the progress of your restoration.

Hidden site conditions - We have found that some plumbing, electrical, heating and A/C companies and builders and remodelers will install their wiring and/or tubing in areas that expose them to damage and may cause them to be damaged during the restoration process. **Lexington Blue** is not responsible for any damage to those items if the company that installed those items did not properly install and/or protect them from potential damage. Please keep in mind that **Lexington Blue** is restoring your property according to the insurance company scope of loss and your "agreed-to" upgrades (if any). We can only replace those items that the insurance company and you have agreed to replace. Any "extras" that you request that have not been awarded by, approved by, or paid for by your insurance company according to their insurance scope of loss will be considered as "upgrades" and will be charged accordingly. **Lexington Blue** will only perform those repairs that are written/listed on the contract. There are no verbal agreements; therefore, no work will be done from verbal agreements.

Payment process - Please submit your first insurance check or 50% of the TOTAL PRICE (Whichever is greater) to your consultant on the day the agreement/contract is completed, your deductible on the day work begins and then the final balance upon completion. **Lexington Blue** will submit additional supplements (when needed) to the insurance company for additional items they may have missed. These supplements (if any) which will be paid by the insurance company will increase the total cost of the restoration and will be added to the final balance due on completion of the restoration. **Lexington Blue** will submit a final depreciation invoice along with additional supplements (if any) to the insurance company, which on completion of the restoration project will be sent to you. Upon receipt of the additional funds, you will endorse the check(s) as payable to **Lexington Blue** and write "For Deposit Only" below the endorsement.

NOTICE: **Lexington Blue** is not responsible for any pre-existing conditions including but not limited to: Driveway/sidewalk cracks or indentations, oil spots, broken windows/torn screens, interior damage, stains, leaks, loose or damaged roofing, gutters, windows, gutters/spouts, doors, siding and/or soffits, fascia wrap, roof/siding/window leaks, window trim, glass, patio covers and furniture, lighting, skylights, pools/spas, chimneys, flat roofing, roof decking, vehicles, etc. **Lexington Blue** has the right to order excess materials that will not be charged above the agreed upon total price. All excess materials belong to and will remain the property of the company. Excess materials withheld from the company will be billed to the person in possession of those excess materials. Wood/sidewall repair - \$150.00 per hour+ materials - \$225.00 minimum. Window/door installation - \$150.00 minimum each - roof repair/re-decking - \$65.00 minimum per 8' x 4' sheet. All final balances due by check or cash on completion. The 5 year "Labor Warranty" will take effect after your final balance is paid in full. If for any reason, you are not satisfied and challenges arise that need to be remedied before closing out the completion of the entire process, you may hold a maximum of 10% of the current balance due, until the presenting issue is resolved. No additional monies owed may be withheld from **Lexington Blue** for any reason, at any time.

Thank You,
Lexington Blue, Inc.

10587 Montgomery Rd, Montgomery, OH 45242

859-368-6346 Office Line

Acknowledgment X

X

9 / 19 / 24



Lexington Blue

"Your Roof Is Our Business"

Phone: 859-368-6346

Fax: 859-373-0291

Web: Lexingtonblue.com

10587 Montgomery Rd,
Montgomery, OH 45242

Name: Frank Green

Address: 525 Lakefront DR

Phone: 513-996-5217

Email: Green3P@AOL.com

Fascia: ☒ No Damage ☐ Damage

Location:/description: _____

Soffit: ☒ No Damage ☐ Damage

Location:/description: _____

Gutters/Downspouts: ☒ No Damage ☐ Damage

Location:/description: _____

Windows/Screens: ☒ No Damage ☐ Damage

Location:/description: _____

Garage Door: ☐ No Damage ☒ Damage

Location:/description: _____

Small dent in Bottom right side of Garage Door

Siding: ☒ No Damage ☐ Damage

Location:/description: _____

Masonry: ☒ No Damage ☐ Damage

Location:/description: _____

Other Structures: ☒ No Damage ☐ Damage

Location:/description: _____

We assume no liability for the cost of repair or replacement of defects, damage or pre-existing conditions that are listed on the Pre-Production Walkthrough Sheet. By signing below, you waive any claim for repair/replacement of pre-existing defects and/or damage.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

Homeowner: _____

Date: 9-19-24

LB Representative: [Signature]

Date: 9-19-24

Visit theupsstore.com to find a location near you.

Domestic Shipment

- To qualify for the 1 day service, the package must weigh 8 oz. or less and must be shipped by air.
- To qualify for the 2 day service, the package must weigh 8 oz. or less and must be shipped by air.

International Shipment

- The UPS Express Mail service is available for international shipments.
- The UPS Express Mail service is available for international shipments.

- To qualify for the 1 day service, the package must weigh 8 oz. or less and must be shipped by air.
- To qualify for the 2 day service, the package must weigh 8 oz. or less and must be shipped by air.

Note: Excludes items containing hazardous materials or cash equivalents.

US 4850
KMSKCD
120XW715015042 3389
147-1087
S: AMG
P: PINK
LEXINGTON KY 40507
STE 200
100 E VINE ST
NATHAN W LEE CLERK

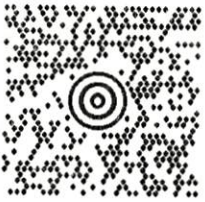
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st weigh 8 oz. or less.
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LEBANON OH 45036-2515

1 LBS 1 OF 1
SHP WT: 1 LBS
DWT: 10.13.2
DATE: 23 JUN 2025

SHIP US BANKRUPTCY COURT
TO: NATHAN W LEE CLERK
COMMUNITY TRUST BUILDING
STE 200
100 E VINE ST
LEXINGTON KY 40507-1430

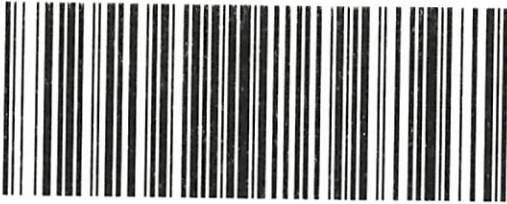


KY 405 9-01
Barcode

UPS NEXT DAY AIR

TRACKING #: 1Z OXW 715 01 5042 3389

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BILLING: P/P

RECEIVED
JUN 24 2025

MMJDV0YDNZGA1 ISH 13.00C BUXOLON S 22.6V 05/2025



SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.

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Apply shipping documents on this side.

Do not use this envelope for:

- UPS Ground®
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- UPS 3 Day Select®
- UPS Worldwide Expedited®

Visit theupsstore.com to learn more about our Print & Business Services.

Serving you for more than 100 years
United Parcel Service.



International Shipping Notice — Carriage hereunder may be subject to the rules relating to liability and other terms and/or conditions established by the Convention for the Unification of Certain Rules relating to International Carriage by Air (the "Warsaw Convention") and/or the Convention on the Contract for the International Carriage of Goods by Road (the "CMR Convention"). These commodities, technology or software were exported from the U.S. in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.