

This investigation was initiated by a complaint received by the U.S. Consumer Product Safety Commission.

The information contained in this investigation was supplied by the following sources:

1. An onsite interview with the mother of the home owner on 5-22-2009. The complainant/homeowner was not available and her mother answered questions regarding the home or through a telephone call with her daughter at the time of the inspection.

Family Members:

Complainant/Homeowner – 37 year old female

Complainant's Mother – 60 year old female

This incident involves health issues and copper and metal corrosion at the home of the victim over an extended period of time as will be detailed later in this report which the owner believes were caused by contaminated Chinese drywall used in the construction of their home.

The home was built in 2005 and the family moved into the home in September 2006 in Bradenton, FL. The family contacted the CPSC on 12-26-2008 which is indicated as the incident date. The family is no longer living in the home due to the health effects caused by the Chinese drywall. The home is a two story home, 4 bedrooms, 2.5 bathrooms, 2070 square foot, concrete block and stucco construction with wood studs which was not a seasonal residence with natural gas for the stove and water heater.



For unknown reasons the complainant did not begin to detect a sulphur smell in her home until a year later in November of 2007. The homeowner had not noticed an odd smell at that time but her mother had noticed that her daughter and her clothes began having an odd odor. The mother would get headaches when in the home and even when visiting the home and standing next to the garage door she could smell an odd sulphur smell and would get a headache. Later she would end up getting a sinus infection/bronchitis from the short visit to her daughter's home and was given antibiotics by her physician for the infection. About that same time the homeowner began to notice the smell and was getting headaches, irritated itchy eyes, scratch throat and coughing. Also at this same time she became pregnant, her morning symptoms mixed with the affects of the drywall and she was unable to differentiate the different symptoms.

The complainant described the odor as "a very sulphur, rotten egg, acidity vinegar type of odor. The sulphur odor was clearly distinguishable by this investigator upon entry into the home.

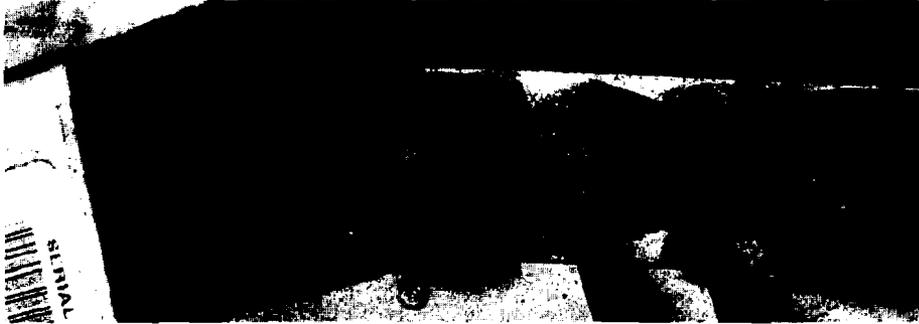
The homeowner went to her physician who advised that she move out of the home due to the ill effects due to the odors of the home and possible injury to her unborn infant. She moved out of the home on December 16th, 2007. Due to the infiltration of the odors into her clothing and furniture, she was not able to retrieve any of her affects and all have been left in the home. The mother stated that she had stored one of her daughter's suitcases in her garage and even after a year it still had an odd sulphur smell. The home owner believes that all of her furniture and clothing are tainted and are not recoverable. Washing the clothing seemed to not remove the smell.

After living in the home for approximately one year and not seeming to have any problems with the home, the family painted accent walls in the home with an unspecified ^{Not Responsive} paint from Wal-mart. Shortly after painting the walls the homeowner began to notice a sulphur smell and began to have ill health effects. She contacted the manufacturer of the paint who sent technicians to test the paint in the home. Their test indicated that the paint was normal and not causing the suspected home and health problems. Please see their response in the exhibits.

An A/C technician for the builder examined the unit on an unspecified date and indicated that the problem was a defective evaporator coils and not due to environmental circumstances.

In 2008 the air conditioner quit working and appeared to be leaking Freon. The unit was examined on 3-06-2008 by the complainant's HVAC technician and the electric bill had been huge. The homeowner had moved out of the home and decided not to repair the unit as it was not needed and would probably occur again. The report by the A/C technician is included in the exhibits.

Photographs of the highly corroded evaporator coils are included in the exhibits.



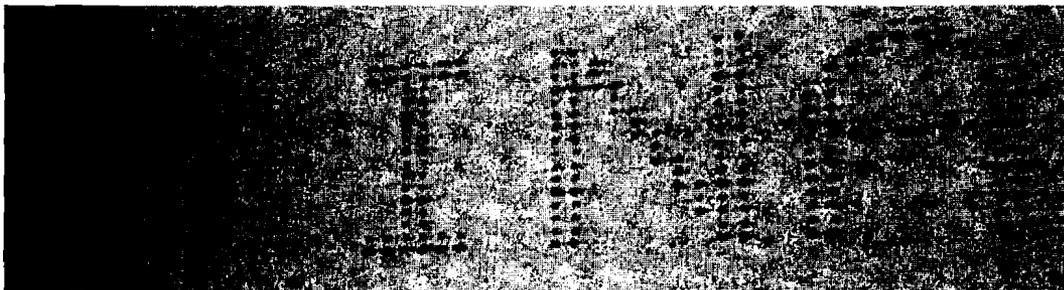
Photograph of the corrosion on the evaporator coils of the A/C.

A plumber for the home owner inspected the home and tested the home for sulphur with negative results and indicated that there had been no seepage or contamination from the pond behind the home. The complainant did not have any documents about their conclusions and specifics of/from the firm.

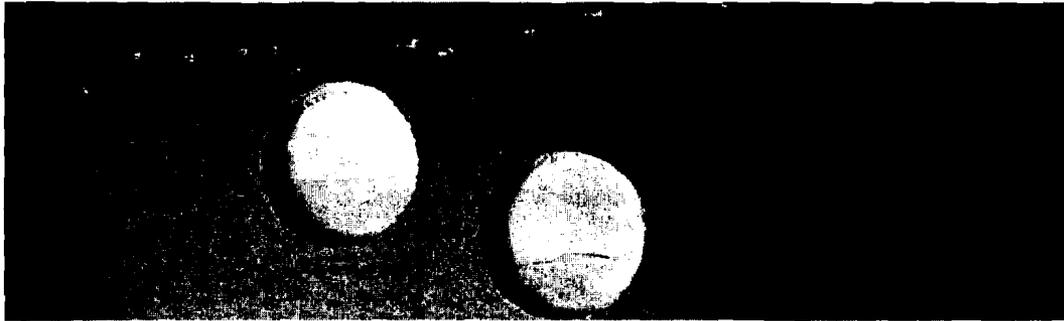
The homeowner was an employee of the builder and had purchased the home from her employer. She stated that the home had a two year blanket warranty however the firm would not correct the problem. In March of 2008 the builder inspected the home and told the homeowner that the smell was sulphur in the drywall but that "it was not a problem." The drywall manufacturer/importer sent the builder a letter stating that they had tested the drywall and that "it was not a problem" and forwarded a copy of that letter to the homeowner. The attorney for the complainant did not believe she had a copy of this documentation

The home had natural gas for the stove and water heater. The gas company inspected the home and ruled out any natural gas leaks in or around the home. The complainant had no report from the firm.

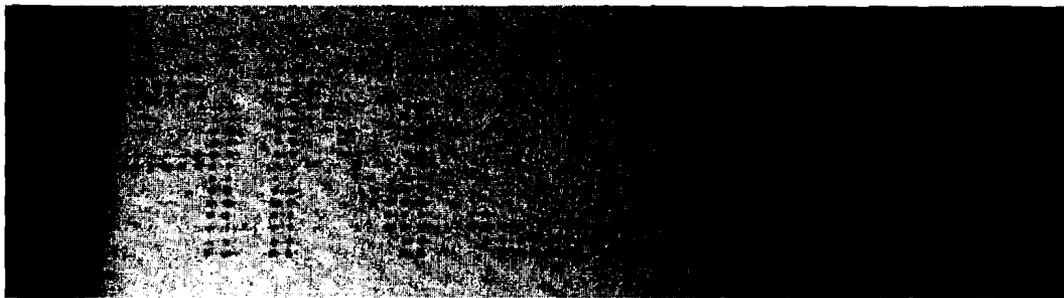
The complainant cut holes in the drywall of the home and found stamps indicating the manufacturer and country of origin. Please see the photographs below and in the exhibits.



"China"



"?AUF-T"



"?ANJIN"

The complainant indicated that she had black corrosion to some of the copper water supply lines, electrical outlets and some corrosion on other copper products. Please see the photographs below and in the exhibits.



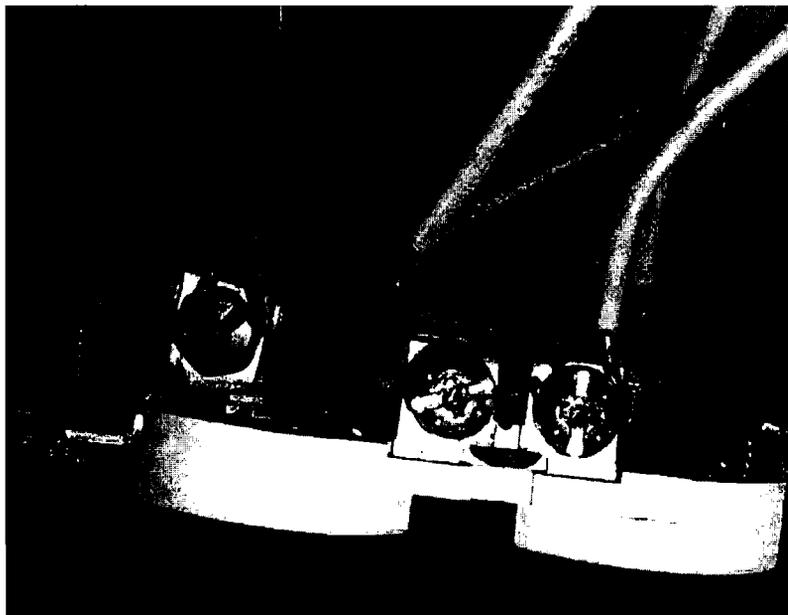
Some water supply lines showed black corrosion.



Some of the copper lines on the refrigerator showed black corrosion:



Some water supply lines showed extreme black corrosion:



An exposed living room outlet showed mild black corrosion on copper electrical supply lines but the ground line showed extreme black corrosion:

The complainant indicated that her U.S. Senator had been to her home and several news paper articles had been written describing her dilemma. The local unspecified Fire Marshall had been to the home and indicated he was concerned about the hazard and needed to determine some sort of protocol to address the problem. The EPA had also been to the home to review the problem and hazards to the owners. A mold expert had also been to the home and indicated that the results were negative for mold. No reports regarding their examinations were available from the complainant's attorney.

The complainant also indicated that all of her silver jewelry had turned black but not her gold jewelry. She was amazed that silver jewelry that had been stored in a box, in the closet, in a file cabinet had been affected by the odors being emitted by

the Chinese Drywall. She also indicated that the odor was worse downstairs than the upstairs of the home. She indicated that they had not had any problems with flickering lights or other electrical problems that she could remember. Some of the copper water supply lines and some copper lines did not show corrosion for unknown reasons. The home's chrome water fixtures did not show signs of external corrosion.

The builder told the complainant that they would give her a fan, or recommended that she turn the A/C on colder as a remedy for the problem. They also indicated they would install an air purifier but the local health department indicated that it would be a waste and not effective in handling the problem. She indicated that even though she worked for the firm they were totally unwilling to take measures to remediate the situation. The builder indicated that they did not smell anything and that they also proposed changing A/C filters. Finally the complaint decided to quit working for the firm as they had a policy of customer satisfaction and care which was clearly not how they handled their customers. She contacted an attorney and are now in the process of discovery with the builder. A copy of the lawsuit was located on the Internet and is included in the exhibits.

The following reports were forwarded by the complainant's attorney:

An environmental home non evasive survey conducted on 1-10-2008 determined in part, *"It appears that the odor detected in the residence is attributed to the paint that was applied months prior..."* Please see exhibit #3.

A general report by a Toxicologist for the Florida Department of Health, Div. of Environmental Health to the Cape Coral construction Industry Association and the Lee County Builders Association on 2-25-2009 regarding Chinese Drywall in Florida homes. Please see exhibit #4.

A report by a HVAC Technician on 3-06-2008 indicating in part, *"Checked over entire HVAC System for sources of smell in the home. Could not find any mold, mildew or biological growth anywhere in the duct or air handler. Flu vent pipe is installed and sealed correctly. However the copper lines going into the air handler and the copper coil inside the unit is turning a black color and is being corroded by some sort of chemical in the air. Normally this black discoloration is caused by an abundance of sulfur in the air. Cannot be sure what is affecting the copper but it is being discolored.* Please see exhibit #5.

The builder suggested to the home owner that they install an Air Purification System. An email from the builder is included in exhibit #6.

A letter from the paint manufacturer concluded, *"We have completed an analysis of the wet paint for bacterial contamination, which demonstrated neither the paint nor our batch retains were contaminated with bacteria. The presence of bacterial contamination could be because of an odor in paint. Also a representative of our Corporate Health and Regulatory Affairs Department has reviewed the report of Air Quality Environmental, Inc., and notes that none of the volatile organic compounds identified in that report can be*

associated with the [Not Responsive] coatings used in your house. A qualified representative from our Corporate Health and Regulatory Affairs Department is willing to discuss this conclusion with anyone from Air Quality Environmental, Inc. and you at your earliest convenience. [Not Responsive] strongly disagrees with the unsupported conclusions of Air Quality Environmental, Inc. that [Not Responsive] paints are emitting VOC's that are collecting within the residence,' based on the submitted air quality analysis." Please see exhibit #7

A news article and report of drywall testing by the EPA's chemist is included. See exhibit #8.

A release of name form indicating permission to release the complainant's name to the manufacturer and the public is included in the exhibits. This investigator could detect a definite odor of sulphur upon entry into the home. The complainant indicated the builder had constructed 85 homes in this subdivision and she knew of four other homeowners who were complaining of health and odor issues in their home.

Also included in the exhibits is a copy of the complainant's lawsuit found on the Internet and a news article referring to the home of the complainant.

Product Information:

Data written on the back of the home's drywall

"?ANJIN" presumably Tianjin

"?AUF-T" presumably Knauf

"China"

Drywall Installer:

Unknown

Drywall Supplier:

Unknown

Builder:

Taylor Morrison Inc.

Corporate Office

4900 N. Scottsdale Road, Suite 2000

Scottsdale, AZ 85251

480-840-8100

Drywall Manufacturer/Importer:

Knauf Insulation, US Headquarters
One Knauf Drive
Shelbyville, IN 46176
317-398-4434
317-398-3675 fax

Attachments:

Exhibit #1	Contacts
Exhibit #2	Release of name form
Exhibit #3	Limited Indoor Air Quality Survey
Exhibit #4	General report on Chinese drywall from the State of Florida
Exhibit #5	Complainant's A/C technician's report
Exhibit #6	Letter from the builder suggesting an air filter be installed
Exhibit #7	Report from paint manufacturer
Exhibit #8	General report on Chinese drywall from the EPA
Exhibit #9	Complainant's lawsuit found in the Internet
Exhibit #10	Newspaper article on the complainant's home
Exhibit #11	Information on the builder
Exhibit #12	Information on the manufacturer
Exhibit #13	Photographs of the home (20)

Contacts:

5-22-2009

Kristin Culliton
15314 Skip Jack Loop
Bradenton, FL 34202
941-726-6562
KMCulliton@yahoo.com

Complainant's Attorney
Darren R. Inverso
Norton, Hammersly, Lopez & Ckokos, P.A.
1819 Main Street Suite 610
Sarasota, FL 34236
941-954-4691
DInverso@NHLSLaw.com

Consumer Contacts:

Environmental Report onsite conducted on 1-10-2008
Air Quality Environmental, Inc.
9325 Seminole Blvd.
Seminole, FL 33772
727-398-0900

Approximately May of 2009
Senator Bill Nelson of Florida
Washington, D.C.
United States Senate
716 Senate Hart Office Building
Washington, DC 20510
Phone: 202-224-5274
Fax: 202-228-2183

2-11-2008
Steve Barnhart, Claims Adjuster
The Sherwin-Williams Company
101 Prospect Avenue NW
Cleveland, OH 44115

Contact date unknown
Environmental Health, Ph.D. David Krause
4042 Bald Cypress Way
Tallahassee, FL
Phone: 850 -245-4250
Fax: 850 - 410-1375
<http://www.doh.state.fl.us/environment/index.html>

If you have any changes, additions, or comments you wish to make concerning your attached report, please make them in the space below.

Update: I've had to resign from my position at Taylor Morrison, the builder of my home. I can not in good conscious represent a company that will not replace drywall for this serious manufacturing defect.

Manufacturing company - Knauf

I confirm that the information in the attached report (including any changes, additions, or comments I have made) is accurate to the best of my knowledge and belief.

Kellan
Signature

1/7/09
Date

- I request that you do not release my name.
- You may release my name to the manufacturer but I request that you not release it to the general public.
- You may release my name to the manufacturer and to the public.

LIMITED INDOOR ENVIRONMENTAL SCREENING INVESTIGATION

**Residence
15314 Skip Jack Loop
Bradenton, FL 34202-**

January 25, 2008

Monday, January 28, 2008

AOE Project / Job #11687

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Monday, January 28, 2008

AQE Project / Job #11687



Air Quality Environmental, Inc.
Environmental Consultants & Laboratory Services

9325 Seminole Boulevard, Seminole, Florida 33772 (727) 398-0900 FAX (727) 398-0996

Culliton, Kay

15314 Skip Jack Loop
Bradenton, FL 34202-

Attention: Kay Culliton

Date: January 25, 2008

Project/Job #: 11687

Re: Limited Indoor Environmental Screening Investigation Report: for the Residence at 15314 Skip Jack Loop Bradenton, FL 34202-

Dear Kay Culliton:

Air Quality Environmental, Inc is pleased to submit the enclosed report for the above referenced facility. We appreciate the opportunity to serve you on this project. Should you have any questions concerning the information contained in this report, please do not hesitate to contact us.

Sincerely,

Erich Paltian, CIAQP, CMR, CVI
Indoor Environmental Consultant

Member: National Environmental Health Association, American Industrial Hygiene Association, Indoor Air Quality Association, Association of Energy Engineers and Association of Professional Industrial Hygienists
We are partners with the EPA (Environmental Protection Agency) in an effort to raise public awareness in our community on health concerns And issues of Indoor Air Quality

Monday, January 28, 2008

AQE Project / Job #11687

Page 1

Air Quality Environmental, Inc. was authorized by Kay Culliton to conduct a limited indoor environmental screening investigation for the following location:

Residence at 15314 Skip Jack Loop Bradenton, FL 34202.

Summary of Inspection:

The subject residence is a slab-on-grade two story home. An investigation was performed in an attempt to determine the source of an abnormal odor throughout the residence.

Inspection Personnel:

The visual inspection and sample collection was performed by Erich Paltian and Wolfgang Paltian of Air Quality Environmental, Inc. on 1/10/2008

Sampling Activities:

The sampling procedures utilized for the collection first required the establishment of suspect sampling areas. A suspect sampling area is defined as an area where complaints by the occupants have been reported, identified as an area for potential microbial growth or where remediation work was performed. The individual sampling areas were examined and representative samples were randomly collected.

The newly established IICRC S520 remediation guidelines, established by the Institute of Inspection, Cleaning and Restoration (IICRC) are used in all appropriate remediation protocols as well as being used as the bases for indoor air environmental assessments / final clearances. Other references that are used are the U.S. Environmental Protection Agency (EPA), New York City Department of Health, and the Occupational Safety and Health Administration (OSHA) guidelines.

Samples collected during the inspection were analyzed by Air Quality Environmental, Inc. which is a member of the Pan America Aerobiology Association (PAAA) and is recognized by the American Industrial Hygiene Association (AIHA) as a participant in the Environmental Microbiology and Analytical Testing Program (EMPAT # 164354).

Description of Areas Inspected:

Areas inspected are as follows:

- o Outside (baseline)
- o Living Spaces
- o Visible Surfaces
- o A/C Supply & Return System

BASIC FUNDAMENTAL GUIDELINES

The presence of fungi on building materials as identified by a visual assessment or by bulk / surface sampling results does not necessitate that people will be exposed or exhibit health effects. In order for humans to be exposed indoors, fungal spores, fragments, or metabolites must be released into the air and inhaled, physically contacted (dermal exposure), or ingested. Whether or not symptoms develop in people exposed to fungi depends on the nature of the fungal material (e.g., allergenic, toxic, or infectious), the amount of exposure, and the susceptibility of exposed persons. Susceptibility varies with the genetic predisposition (e.g., allergic reactions do not always occur in all individuals), age, state of health, and concurrent exposures. For these reasons, and because measurements of exposure are not standardized and biological markers of exposure to fungi are largely unknown, it is not possible to determine "safe" or "unsafe" levels of exposure for people in general.

Individuals with persistent health problems that appear to be related to fungi or other bioaerosols exposure should see their physicians for a referral to practitioners who are trained in occupational / environmental medicine or related specialties and are knowledgeable about these types of exposures. Infants (less than 12 months old) who are experiencing breathing difficulties should receive a medical evaluation to screen for alveolar hemorrhaging should be referred to a pediatric pulmonologist. Infants diagnosed with pulmonary hemosiderosis and / or pulmonary hemorrhaging should not be returned to dwellings until remediation and air testing are completed.

Infants (less than 12 months old), persons recovering from recent surgery, or people with immune suppression, asthma, hypersensitivity pneumonitis, severe allergies, sinusitis, or other chronic inflammatory lung diseases may be at greater risk for developing health problems associated with certain fungi. Such persons should be removed from the affected area during remediation. Persons diagnosed with fungal related diseases should not be returned to the affected areas until remediation and air testing are completed.

The size and scope of the recommended remediation that follows is based on professional judgment and practicality; currently there is not adequate data to relate the extent of contamination to frequency or severity of health effects. The goal of remediation is to remove or clean contaminated materials in a way that prevents the emission of fungi and dust contaminated with fungi from leaving a work area and entering an occupied or non-abatement area, while protecting the health of workers performing the abatement. The listed remediation methods were designed to achieve this goal, however, due to the general nature of these methods it is the responsibility of the people conducting remediation to ensure the methods enacted are adequate. The listed remediation methods are not meant to exclude other similarly effective methods. Any changes to the remediation methods listed in these guidelines, however, should be carefully considered prior to implementation.

Non-porous (e.g., metals, glass, and hard plastics) and semi-porous (e.g., wood, and concrete) materials that are structurally sound and are visibly moldy can be cleaned and reused. Cleaning should be done using a detergent solution. Porous materials such as ceiling tiles and insulation, and wallboards with more than a small area of contamination should be removed and discarded. Porous material (e.g., wallboard, and fabrics) that can be cleaned, can be reused, but should be discarded if possible. A professional restoration consultant should be contacted when restoring porous materials with more than a small area of fungal contamination. All materials to be reused should be dry and visibly free from mold. Routine inspections should be conducted to confirm the effectiveness of remediation work.

The use of gaseous ozone or chlorine dioxide for remedial purposes is not recommended. Both compounds are highly toxic and contamination of occupied spaces may pose a health threat. Furthermore, the effectiveness of these treatments is unproven. For additional information on the use of biocides for remedial purposes, refer to the American Conference of Governmental Industrial Hygienists' document, "Bioaerosols: Assessment and Control."

When fungal growth requiring large-scale remediation is found, the building owner, management, and / or employer should notify occupants in the affected area (s) of its presence. Notification should include a description of the remedial measures to be taken and a timetable for completion. Group meetings held before and after remediation with full disclosure of plans and results can be an effective communication mechanism. Individuals with persistent health problems that appear to be related to bioaerosol exposure should see their physicians for a referral to practitioners who are trained in occupational / environmental medicine or related specialties and are knowledgeable about these types of exposures. Individuals seeking medical attention should be provided with a copy of all inspection results and interpretation to give to their medical practitioners.

In summary, the prompt remediation of contaminated material and infrastructure repair must be the primary response to fungal contamination in buildings. The simplest and most expedient remediation that properly and safely removes fungal growth from buildings should be used. In all situations, the underlying cause of water accumulation must be rectified or the fungal growth will recur. Emphasis should be placed on preventing contamination through proper building maintenance and prompt repair of water damaged areas.

INSPECTION AND ANALYSIS RESULTS

Residence
15314 Skip Jack Loop
Bradenton, FL 34202-

1. Upon arriving at the subject residence a thorough walk through and visual inspection was performed to determine a sampling plan for the project. The primary objective in this inspection was to attempt to determine the source of an abnormal odor throughout the residence. Additionally, thermal imaging and moisture readings to building materials throughout the residence were obtained as well as collecting various non-viable air samples to establish a baseline for indoor air quality and look for any abnormal properties that may be attributed to the irregular odor.
2. It was stated to these investigators that the residence was painted approximately eight months ago (May - 2007).
3. Visual Observations:
 - a. The residence was unoccupied and clean in nature
 - b. The flooring consisted of tile and carpeting over concrete slab
 - c. One (1) HVAC systems supplied the residence
 - d. No visible water / moisture or mold growth was evident
 - e. A distinctive strong odor was observed throughout the residence with a more prominent presence on the first floor.
4. Three (3) non-viable air samples were collected at the time of this inspection using a high volume pump in the following locations:
 - a. Living Room area
 - b. 2ND Floor
 - c. One (1) outside (baseline)
5. The air samples collected inside the residence confirmed that all concentrations of mold were relatively equal to or less than the outside baseline samples.
6. The bulk samples collected from the supply and the return of the HVAC system were observed to be ubiquitous concentrations (normally found).
7. No open containers of household chemicals, detergents, paints, etc. that could influence the TO-15 method of collection were observed by these investigators.
8. A TO-15 canister designed to collect a 24 hour grab sample was placed in the residence and picked up the following day. The canister was analyzed for a library of volatile organic compounds. Laboratory analysis confirmed several compounds that are indicative of paint; however, the PEL (permissible exposure limit) was not above the limit for exposure.
9. The thermal imaging and moisture readings collected from sheetrock materials throughout the residence were observed to be within normal parameters at the time of this inspection.
10. Thermal imaging was performed to determine if any surfaces were moisture impacted. No evidence of moisture or water intrusion was found.
11. VOC detection was performed using a PPbRAE meter capable of detecting VOC's (Volatile Organic Compounds) in the parts per billion ranges. No isolated reservoirs were found indicating that the odor was most likely from a large surface dissipating low volumes that would build up within the enclosed structure.
12. Environmental measurements were collected throughout the residence which included temperature, relative humidity, CO₂ (carbon dioxide) and CO (carbon monoxide). All environmental measurements were observed to be within the recommended thresholds. However, the relative humidity was observed to be slightly higher than the recommended threshold of 60%.
 - a. Elevated humidity is an ideal environment for mold growth and Dust Mites
13. All the above sample findings were analyzed through laboratory analysis and the actual results can be found on the Laboratory Analysis Page(s).

RESPONSE ACTION RECOMMENDATIONS

Residence
15314 Skip Jack Loop
Bradenton, FL 34202-

1. The following recommendations are based on the limited sampling performed, data collected, visual inspection and this investigator's professional opinion. A full comprehensive survey with invasive sampling was not performed.
2. At the time of this inspection the building materials throughout the residence were observed to be within normal moisture parameters which would not provide an environment for mold growth.
3. It appears that the odor detected in the residence is attributed to the paint that was applied months prior. Such paint is emitting VOC's that are collecting within the residence. This investigator recommends the client consult with a reputable painting / distributing company or manufacturer to determine what measures can be taken to correct and eliminate the problem.

IMPORTANT INFORMATION

As per NESHAP (National Emissions Standards for Hazardous Air Pollutants), an asbestos survey is required in ALL PUBLIC BUILDINGS prior to demolition or renovation activities if the suspect asbestos containing building material to be removed is greater than 160 square feet or 260 linear feet. Additionally, the survey shall be conducted by an asbestos consultant licensed under chapter 469 and shall be conducted in accordance with AHERA initial inspection procedures; Environmental Protection Agency guidelines; National Emissions Standards for Hazardous Air pollutants; and Occupational Safety and Health Administration regulations.

Disclaimers

The above recommendations by this inspection are based solely on the limited observations and data collected at the time of the inspection of the property. Additional areas of remediation may be encountered and thus extend the scope of the work. The goal of remediation is to remove or clean contaminated materials in a way that prevents the emission of fungi and dust contaminated with fungi from leaving the work area and entering an occupied area. Air Quality Environmental, Inc. offers remediation guidelines that are recognized as appropriate protocol established by the Institute of Inspection Cleaning and Restoration IICRC S520. Other resources used are the United States Environmental Protection Agency (EPA), Occupational Safety and Health Association (OSHA) and the New York City Department of Health. It is up to the owner or property management to review such data and recommendations and make prudent judgments based on feasibility.

Attic areas are not part of the scope of this inspection unless there is suspected water intrusion that occurred and that these areas affected the occupied spaces of the structure.

The role of Air Quality Environmental, Inc. is to provide analysis and only an assessment of the conditions of the structure on the date of sampling and only in regard to the locations that were sampled. We make no guarantee regarding additional microbial growth, which may occur as a result of any source present or not present at the time of our investigation.

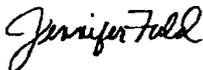
Air Quality Environmental hereby certifies the expressed opinions and conclusions have been formulated within a reasonable degree of professional and scientific certainty. These conclusions are based upon all of the information that was known to us at the time this report was issued, as well as knowledge, skill, experience, training, and education.

Report Prepared By:



Erich Paltian, CIAQP, CMR, CVI
Indoor Environmental Consultant

Reviewed By:



Jennifer Fuld
President / COO

ENVIRONMENTAL MEASUREMENTS

Location	Time	Temp (F)	R. Humidity (%)	CO2	CO	Occupants	Particle (microns)		
							<1	2 - 5	10
Living Room	10:15:00 AM	72.1	63.00%	703	0	3			
2ND Floor	10:30:00 AM	72.2	62.00%	606	0	2			

Recommended Thresholds:

Temperature (degrees F)	73 - 78 Deg F
Relative Humidity (%)	30 - 60%
Carbon Dioxide (CO2)	700ppm above outdoor levels
Carbon Monoxide (CO)	<35 ppm (Parts per million)

Carbon Dioxide (CO2) Carbon dioxide, which is also released from normal metabolic processes, can act as both a respiratory depressant and stimulant. Exposure to carbon dioxide has been shown to change the blood pH and carbon dioxide levels. It can also increase the respiration rate and decrease the ability to perform strenuous exercise. The long-term significance of chronic exposure to carbon dioxide is not known, but increases in respiratory and gastrointestinal disorders have been postulated. Exposure to low levels would not be likely to result in symptoms; at higher concentrations rapid pulse and breathing rates may be accompanied by a sensation of heaviness in the chest, particularly if the person is performing moderate activity. ASHRAE sets guidelines of 700ppm above outside levels to achieve proper air exchange with respect to human bioeffluents (body odor). It can also be an indicator of improper air exchange (moisture problems) with outdoor air that can lead to mold growth within. Hazardous levels are 5,000 ppm TWA (time weighed average) and 30,000 ppm (short term exposure limit). These limits have been established by the ACGIH, OSHA, and NIOSH. Normal outside readings are between 300 and 400 ppm.



Air Quality Environmental, Inc.

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9325 Seminole Boulevard, Seminole, Florida 33772 (727) 398-0900 FAX (727) 398-0996

General Laboratory Analytical Guidelines

Interpretation of an environmental assessment should NOT be based on laboratory analysis alone. Walk throughs, visual inspections, environmental measurements, etc. should be considered for a complete report / evaluation.

ALL ANALYSIS

- Sample identifications are analyzed by using a Stereoscope, Direct Microscopy, and/or Compound Brightfield microscopy.
- LOD (Limit Of Detection) is the concentration or quantity derived from the smallest measure that can be detected with reasonable certainty. $LOD = (\text{cubic meter of air (m}^3\text{)} / \text{Total Liters}) \times \% \text{ of trace recorded}$. Total Counts = LOD x raw counts.
- TMTC (Too Many To Count or >300 CFU's) indicates colonies that grow together and cannot be individually counted.
- ND (None Detected) indicates that there were no detectable organisms and/or particulates.

NON-VIABLE / VIABLE AIR SAMPLES (SPORE TRAPS)

- All counts represent organisms and particulates in one cubic meter of air.
- All Air-O-Cells are analyzed 100% at 1000X magnification; M5's are analyzed at 600X magnification.
- Particulate counts are based on relative concentrations of the following criteria:

Low	Up to concentration levels of approximately 30,000 per cubic meter.
Medium	Between 30,000 and 70,000 per cubic meter.
High	Greater than 70,000 per cubic meter.
Overloaded	Extremely high debris / particulate counts can both impact the efficiency of accurate spore collection as well as obscure the detection and enumeration of spores. Spore counts may possibly be higher than the reported value.

TAPE LIFT / BULK / RANDOM AIR

- Samples are based on a relative concentration of 5 random passes. Analysis is for the provided sample only.

Trace	Ubiquitous / normal amounts (≤ 5 spores)
Minor	Indicates possible growth, or prolonged exposure to ubiquitous mold (>5 spores total)
Significant	Indicates some limited contamination may exist (2-5 spores per field)
Abundant	Indicates colonization / contamination (too many spores to count)

VIABLE CULTURES

- All air impact cultures are listed as Colony Forming Units per cubic meter (CFU's / m³).
- All swab and bulk culture quantities are reported as Colony Forming Units (CFU's) only.
- Anderson air impacts are calculated using "Positive Hole Conversion Adjustment".
- Bacterial cultures are identified using the BioLog MicroStation ID System.
- Legionella testing is performed using "Culture Methodology for Legionella Species" by Janet E. Stout, Ph.D.

DUST MITE ALLERGEN TESTING

- Samples are analyzed for Group 2 Allergens of common house dust mites (*Dermatophagoides pteronyssinus* and *D. farinae*). These allergens cause sensitization in approximately 90% of individuals allergic to mites.

ASBESTOS

- All bulk asbestos is analyzed by Polarized Light Microscopy coupled with dispersion staining per EPA 600/R-93/116.
- All PCM asbestos air samples are analyzed by Phase Contrast Microscopy in general accordance with NIOSH 7400.
- NAD (No Asbestos Detected).
- Floor tile and other resinously bound materials, when analyzed by the EPA method, may yield false negative results because of the limitations in separating closely bound fibers and in detecting fibers of small length and diameter. When a definitive result is required AOE recommends utilizing alternative methods of identification, including Transmission Electron Microscopy.

Specific Laboratory protocols are available upon request.

Sincerely;

Jennifer Baker, MS

Laboratory Manager / Microbiologist

AIHA EMPAT PROFICIENCY #164534

NVLAP Lab Code: 200759-0

AIR QUALITY ENVIRONMENTAL SAMPLE ANALYSIS

Client Name: Culliton, Kay
15314 Skip Jack Loop

Project Name: Residence

Date Collected: 1/10/2008

Bradenton FL 34202-

Non-Viable Spore Trap

Analysis Date: 1/15/2008

Lab Number	63993	63994	63995						
Customer Number	01	02	03						
Description	Living Room	2nd Floor	Outside						
Volume/Limit of Detection	105/38	105/38	105/38						
Hyphae	190	342							
Particulates (non-fungal)	High	Very High	Low						
<i>Alternaria sp.</i>		38	266						
<i>Ascospores</i>	152	38	152						
<i>Aspergillus / Penicillium-like</i>	304	1,140	950						
<i>Basidiomycetes</i>		152	606						
<i>Botrytis sp.</i>	38		38						
<i>Cladosporium sp.</i>	456	380	1,064						
<i>Curvularia sp.</i>	76	114							
<i>Dematiaceous mold</i>	418	646							
<i>Epicoccum sp.</i>		38							
<i>Fusarium sp.</i>			76						
<i>Mitospores / Hyphomycetes</i>	190	114	76						
<i>Nigrospora sp.</i>			76						
<i>Pithomyces / Ulocladium sp.</i>		76	38						
<i>Smuts/Periconia/Myxomycetes</i>	38	76	190						
Total Spore Count / m³	1,672	2,812	3,534						

Comments:



Analyzed by: Jennifer Baker, MS
Microbiologist

This test data shall not be reproduced except in full without written approval of the testing laboratory, AQE, Inc. The report data is to be interpreted only by the person(s) or investigator whom have collected the samples.

AIR QUALITY ENVIRONMENTAL SAMPLE ANALYSIS

Client Name: Culliton, Kay
15314 Skip Jack Loop

Project Name: Residence

Date Collected: 1/11/2008

Bradenton FL 34202-

Analysis Date: 1/15/2008

Bulk / Tape Lift / Random Air

Lab Number	63996	63997							
Customer Number	04	05							
Customer ID	A/C Supply	A/C Return							
Hyphae	Minor	Minor							
Pollen	Minor	Minor							
Ascospores		Trace-Minor							
Aspergillus / Penicillium-like	Minor	Trace-Minor							
Basidiospores	Trace	Trace							
Bipolaris / Drechslera / Helminthosporium sp.		Trace							
Cladosporium sp.	Trace	Minor							
Curvularia sp.		Minor							
Dematiaceous mold		Trace-Minor							
Pithomyces / Ulocladium sp.		Trace							
Smuts/Periconia/Myxomycetes	Minor	Minor							
Total Mold Spores	Minor	Minor							

Comments:



Analyzed by: Jennifer Baker, MS
Microbiologist

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Monday, January 28, 2008

AQE Project / Job #11687

Page 10

DEFINITIONS AND PATHOGENICITY OF ORGANISMS DETECTED

Alternaria sp. (All-tur-nair'ee-uh) - This fungus is found worldwide and in a variety of habitats. Many species are plant parasites but a few are ubiquitous agents of decay and frequently soil-borne. Outdoors, it may be isolated from samples of soil, dead and dying plant parts, decaying wood, sewage, and compost. It is often found indoors in house dust, carpets, textiles, building supplies, food, cosmetics, leather, paper, wood pulp, and near condensation (i.e. window frames, showers). *Alternaria* is often recovered from water damaged buildings. On building materials, *Alternaria* growth appears as dark olive to black spotting or staining. Spores from this fungus can deposit in the nose, mouth and upper respiratory tract causing nasal septum infections. It is one of the most common and potent indoor and outdoor airborne allergens causing type I allergies (hay fever, asthma) and type III allergies (hypersensitizing pneumonitis). Acute symptoms include edema and bronchospasms while chronic cases may develop pulmonary emphysema. Other diseases caused by *Alternaria sp.* include sinusitis, mycotic keratitis, skin infections, osteomyelitis, eye and ear infections, and phaeohyphomycosis. Sinusitis and asthma occur more frequently than any other conditions.

Ascospores (Ask-oh-spore) - The ascomycete class contains the "sac fungi" and some yeasts. This is a general category of spores that have been produced by means of sexual reproduction in an ascus (sac). They are ubiquitous and may be found in abundant concentrations during warm months of the year, especially after rain. Some may be saprophytic and plant pathogens while others are potential opportunistic pathogens and toxin producers. Many ascomycete spores are reported to be allergenic.

Aspergillus/Penicillium-like - These organisms are from samples containing spores without other identifying structures and are essentially indistinguishable from various other genera using standard microscopy analysis. Spores of *Aspergillus* and *Penicillium* are usually small, rounded or ovoid and may be seen in chains. Spores of the following groups may be identified as *Aspergillus/Penicillium*-like spores: *Aspergillus*, *Penicillium*, *Trichoderma*, *Acremonium*, *Cladosporium* (young-spores), *Absidia*, *Phialophora*, *Gliocladium*, *Mucor*, *Paecilomyces*, etc. If required, cultured specimens can provide additional characteristics that will make identification of the genus and species possible. *Aspergillus* and *Penicillium* are of the most common group of organisms. These can potentially be allergenic, toxinigenic, and/or pathogenic.

Basidiospores (Buh-sid-ee-ō-spores) - Ubiquitous saprophytes and plant pathogens. This is a general class of spores of the Basidiomycete class (includes mushrooms, shelf fungi, puffballs, rusts, smuts, yeasts, and a variety of other macrofungi). This category is commonly found in outdoor air samples and may be found in abundance in the spring and in late summer to fall. Some species can cause destructive dry rot and structural damage. Elevated airborne concentrations indoors might be indicative of wood decay fungi due to long-term water damage or too high of humidity. Many species are reported to cause Type I allergies (hay fever, asthma) and Type III allergies (hypersensitivity pneumonitis).

Bipolaris / Drechslera / Helminthosporium sp. (Bi-pole-air'us / Dresh-lair'-uh / Hell-minth'-ō-spore'-ē-um) - Ubiquitous, cosmopolitan organisms commonly found in tropical or subtropical areas. They may be found in soil and plant debris. These organisms may be plant pathogens, particularly to grasses. They cause Type I allergies (hay fever, asthma). They are also noted as the most common agent for allergic fungal sinusitis. These species have been reported as opportunistic pathogens causing keratomycosis, osteomyelitis, subcutaneous infections, meningitis, and nasal infections mainly in immunocompromised hosts, although infections also occur in normal hosts.

DEFINITIONS AND PATHOGENICITY OF ORGANISMS DETECTED

Botrytis sp. (Bow-try-tis) - A cosmopolitan fungus which is frequently isolated from soil, soft fruits (i.e. strawberries, grapes, etc.), vegetables, and decaying plants. It is also known as "gray mold" and is a fairly common plant pathogen. It is found virtually everywhere plants are grown, although it is more common in humid areas in tropical and temperate regions. *Botrytis* can also be found on indoor building materials. It is known to cause type I allergies (i.e. asthma, hay fever) and may induce asthma attacks indoors. It has been reported to be an opportunistic pathogen causing hyalohyphomycosis. Mycotoxins produced by *Botrytis* include botrydial and botryllin but the toxic effects are unknown.

Cladosporium sp. (Clad-o-spore'ee-um) - This fungal genus is one of the most common. It is widespread and is regularly encountered in both outdoor and indoor air. Outdoors it is commonly isolated from air, rotten organic material, food, straw, and soil. Indoors it can thrive in various environments, appearing light green to black. It may be found growing on leather goods, paint, textiles, and is frequently found in elevated levels on water-damaged materials. It commonly grows in HVAC systems on the surface of fiberglass duct liners within the interior of supply ducts, and on cold, condensing surfaces (the black mold on air vent grills is usually *Cladosporium*). The genus *Cladosporium* includes over 30 species. *Cladosporium* spores are easily made airborne and as such are a common cause of respiratory problems. It is a known and documented allergen causing Type I allergies (i.e. asthma, hay fever) and it may be an agent for hypersensitivity diseases. It has been reported to be an opportunistic pathogen causing edema, keratitis, onychomycosis, pulmonary infections, and sinusitis.

Curvularia sp. (Curve-you-lair'ee-uh) - Most species of *Curvularia* are pathogens of soil, plants, and cereal plants and is found mostly in tropical or subtropical regions. It has been isolated indoors from paper and wood products. As well as being a contaminant, *Curvularia* may cause infections in both humans and animals. It is reported to be an allergen causing Type I allergies (i.e. asthma, hay fever) and is a relatively common cause of allergic fungal sinusitis. *Curvularia* has recently emerged as an opportunistic pathogen that infects immunocompromised hosts causing cerebral abscesses, endocarditis, mycetoma, ocular keratitis, onychomycosis, pneumonia, and sinusitis.

Dematiaceous mold (de-mat-ee-ay-shus) - A very generic morphological description used for various brown molds that cannot be identified because of undistinguishable spores \ structures or because of too much environmental damage to the mold structures. This identification generally excludes many of the common toxic and more infectious molds found indoors, but on some occasions when the mold is very weathered or damaged, this category could potentially include mold from *Alternaria*, *Epicoccum*, *Ulocladium* or others.

Epicoccum sp. (Epp-ee-cock'-um) - Commonly found as a secondary invader in plants and may also be found in soil, grains, textiles and paper products. It is mostly saprophytic, or weakly parasitic. *Epicoccum* is frequently isolated from air and occasionally occurs in house dust. Some species can grow on water-damaged building materials, often where *Cladosporium* and *Aureobasidium* are present. It is reported to be an allergen but not in a high frequency. Due to the ability of this fungus to grow at 37°C, it can cause infection of skin in humans.

DEFINITIONS AND PATHOGENICITY OF ORGANISMS DETECTED

Fusarium sp. (Few-sarh-ee-um) - *Fusarium* is a filamentous fungus widely distributed in the soil and on plants causing root rot, stem rot, and wilt. It is found as normal mycoflora of commodities such as rice, bean, soybean, and other crops. While most species are more common in tropical and subtropical areas, some inhabit the soil in cold climates. It may be found indoor in chronically wet or damp conditions on such items as humidifiers, drain pans, and wet cellulose-based building materials. *Fusarium* is a potential allergen causing Type I allergies (i.e. asthma, hay fever). It has been reported to be an opportunistic pathogen causing various infections in humans and animals such as keratitis, endophthalmitis, onychomycosis, cutaneous infections, sinusitis, endocarditis, peritonitis, central venous catheter infections, septic arthritis, neurological disease, and respiratory disease. *Fusarium* can produce toxins such as trichothecenes, zearalenones, and fumonisins.

Hyphae (hi-fee) - A long, branching filament found primarily in fungi but also in fungus-like bacteria such as *Actinomyces* and *Streptomyces*. It is the principal element of the growing or vegetative form of a mold (filamentous fungi) characterized by branching tube-like growth. When a spore germinates, hypha emerges. It is the part of the fungus that feeds, grows, and ultimately may produce some kind of reproductive structure. The hypha is suited for actively penetrating, exploring and exploiting solid substrates. In general, staining or discoloration of building products is a good indicator that some microorganism has started growing into the wood, or wallboard, etc.

Mitospores / Hyphomycetes (Mi-toe-spores / Hi-foc-my-seets) - A group of fungi constituting the second largest fungi group. *Mitospores / Hyphomycetes* corresponds to a class of conidial fungi characterized by the formation of asexual spores (conidia) on conidiophores that are not contained in a fruiting body. These organisms are from samples containing spores that do not have other identifying structures or from samples that have too much environmental damage and are essentially indistinguishable from various other genera using standard microscopy analysis. If required, cultured specimens can provide additional characteristics that will make identification of the genus and species possible. Many are considered contaminants and allergens.

Nigrospora sp. (Nigh-grow-spore-uh) - A common fungus found on live or dead grasses, seeds, and in the soil. Indoors they can grow on water-damaged materials in a few occasions. *Nigrospora* is reported to be allergenic causing Type I allergies (i.e. asthma, hay fever). It has also been reported to be an opportunistic pathogen causing keratitis and skin lesions.

Pithomyces / Ulocladium sp. (Pith-o-my-sees / U-lo-clad-ee-um) - These fungi are commonly found in dust and air samples. Outdoors they are mainly found growing on decaying plants, especially grasses, rotten woods, and dung. They frequently colonize indoor materials when conditions are suitable, and are thus good potential indicators of building moisture problems. They are capable of degrading cellulose and may be found on drywall paper, ceiling tiles, paint, fibers, paper, textiles, and other water-damaged organic substrates (cellulose). They are known to be common airway allergens causing Type I allergies (asthma, hay fever). *Pithomyces* is known to have the potential to produce the mycotoxin sporidesmin while *Ulocladiums* ability to produce mycotoxins is not clearly known.

Pollen - The fertilizing element of the male flowering plant, usually appearing as a fine, powdery, yellowish dust. The spores of these seed plants are carried by wind or insects prior to fertilization. Allergy to pollen is called hay fever. Generally pollens that cause allergies are those of anemophilous because the lightweight pollen grains are produced in great quantities for wind dispersal. Breathing air containing these pollen grains brings them into contact with the nasal passages which may cause sinusitis in allergenic individuals. The late summer and fall pollen allergies are usually caused by ragweed, a widespread anemophilous plant. Anemophilous spring blooming plants such as oak, birch, hickory, pecan, and early summer grasses may also induce pollen allergies.

DEFINITIONS AND PATHOGENICITY OF ORGANISMS DETECTED

Smuts / Periconia / Myxomycetes (Smuts / Pair-i-cone-ē-uh / Mix-ō-mī-seets) - A general category for a commonly found genera mostly associated with living and decaying plants and wood, soil, grasses, rushes, sedges, cereal crops, weeds, and flowering plants. The *Myxomycetes sp.* may occasionally be found indoors. They may cause Type I allergies (hay fever, asthma) but generally pose no health concerns to humans or animals.

TO-15: - How To Read and Interpret Your Report

When scanning your results, look at the "Q" column first. If there is a "U" in the "Q" column next to a substance, it was not detected. If there is a "D" (dilution) or "E" (estimated) qualifier, or is blank, then the compound was detected. If you look to the left of the qualifier, the concentration of the compound in parts per billion volume (ppbv) is given, if you look to the right, the concentration in weight of the substance per volume of air is expressed in micrograms per cubic meter (ug/m³).

Common Indoor Contaminants:

<u>Chemical</u>	<u>Common Indoor Uses</u>	<u>Typical Concentrations</u>	<u>OSHA PELs</u>
Ethanol	beverages, cleaners, disinfectants, perfumes, paints, and lacquers	25 to 400 ppb.	1,000,000 ppb
Isopropanol	cleaners, disinfectants, quick drying inks, alcohol swabs, and perfumes	50 - 200 ppb	400,000 ppb
Acetone	cleaners, inks, nail polish remover	2 to 20 ppb	1,000,000 ppb
2-Butanone (MEK)	cleaners, disinfectants	2 to 20 ppb	200,000 ppb
Ethyl Acetate	cleaners, disinfectants	2 to 20 ppb	400,000 ppb
Freons, various	Refrigerants, propellants, foam blowing agents	1 to 10 ppb	1,000,000 ppb
Toluene	Paints, inks, solvents, gasoline	2 to 10 ppb	200,000 ppb
Xylenes	Paints, inks, solvents, gasoline	2 to 10 ppb	100,000 ppb

Freons are common refrigerants and often seen in air samples. Elevated levels of Freons can indicate leaks from refrigerators and air conditioners. Aerosol sprays and foam products also contribute Freons and / or propanes and butanes to indoor air.

Benzene, toluene, ethylbenzene, and xylenes are components of gasoline. Toluene and xylenes can be found in solvent based products such as oil based paints.

If a Library search is indicated, normal and substituted hydrocarbons in the octane to dodecane (C8 to C12) range can indicate the presence of diesel oil, fuel oil, or mineral spirits. Unknown hydrocarbons often indicate weathered petroleum compounds from old spills. Aldehydes, many of which have objectionable odors at low levels, can be a result of incomplete natural gas or LP gas combustion, used in building and furnishing materials, or the presence of decaying organic matter. Limonene and Pinene are found in citrus and pine-based cleaners.

If you wish to compare your data with NIOSH or OSHA exposure limits, please consult the following links and search for the individual compound of interest:

<http://www.cdc.gov/niosh/nmam/nmammenu.html>

<http://www.osha.gov/dts/sltc/methods/toc.html>

If you have additional questions about your report, please do not hesitate to contact Vince Daliessio CIH, Industrial Hygiene Project Manager at (800)220-3675 ext.1240.

VOLATILE ORGANICS DATA ANALYSIS SUMMARY
EPA COMPENDIUM TO-15

Lab Name:	EMSL ANALYTICAL	Air Results for Project:	260800049
Lab City:	WESTMONT, NJ	Field ID Number:	11687
Instrument ID:	5972-VOA#4	Laboratory ID Number:	260800049-1
GC Column:	RTX-502.2 60m 0.25mm 1.4u	Sampling Date:	1/10/08
Acquisition Method:	121907TO.M	Lab File ID:	J7191.d
Calibration Date:	12/19/07	Analysis Date:	01/17/08
Matrix:	Air	Time Acquired:	00:36
Latest MDL Date:	7/13/07	Sample Volume(mL):	250
Analyst:	MTH	Dilution Factor:	1
		Can ID:	T2034

Compound	CAS Number	Molecular Weight	Results ppbv	Q	Results ug/m3
Propylene	115-07-1	42	1.0	U	1.7
Freon 12(Dichlorodifluoromethane)	75-71-8	121	0.50	U	2.6
Freon 114(1,2-Dichlorotetrafluoroethane)	78-14-2	171	0.50	U	3.5
Chloromethane	74-87-3	50	1.4		2.9
Vinyl chloride	75-01-4	63	0.50	U	1.3
1,3-Butadiene	106-99-0	54	0.50	U	1.1
Bromomethane	74-83-9	95	1.1		4.4
Chloroethane	75-00-3	65	0.50	U	1.3
Ethanol	64-17-5	46	160	D	300
Bromoethane (Vinyl bromide)	593-60-2	107	0.50	U	2.2
Freon 11(Trichlorofluoromethane)	75-69-4	137	0.50	U	2.8
Isopropyl alcohol(2-Propanol)	67-63-0	60	4.7		11
Freon 113(1,1,2-Trichlorotrifluoroethane)	78-13-1	187	0.50	U	3.8
Acetone	67-64-1	58	310	D	740
1,1-Dichloroethane	75-35-4	97	0.50	U	2.0
Acetonitrile	75-05-8	41	0.50	U	0.84
Tertiary butyl alcohol (TBA)	75-85-0	74	0.50	U	1.5
Bromoethane (Ethyl bromide)	74-96-4	108	0.50	U	2.2
3-Chloropropene (Allyl chloride)	107-05-1	77	0.50	U	1.8
Carbon disulfide	75-15-0	76	0.87		2.7
Methylene chloride	75-09-2	85	1.6	U	5.2
Acrylonitrile	107-13-1	53	0.50	U	1.1
Methyl-tert-butyl ether(MTBE)	1634-04-4	88	0.50	U	1.8
trans-1,2-Dichloroethane	166-80-5	97	0.50	U	2.0
n-Hexane	110-54-3	86	0.50	U	1.8
1,1-Dichloroethane	75-34-3	99	0.50	U	2.0
Vinyl acetate	106-05-4	86	0.50	U	1.8
2-Butanone(MEK)	78-93-3	72	1.7		5.1
cis-1,2-Dichloroethane	156-60-2	97	0.50	U	2.0
Ethyl acetate	141-78-6	88	1.5		5.5
Chloroform	67-68-3	119	0.50	U	2.4
Tetrahydrofuran	109-99-9	72	0.50	U	1.5
1,1,1-Trichloroethane	71-55-6	133	0.50	U	2.7
Cyclohexane	110-82-7	84	0.50	U	1.7
2,2,4-Trimethylpentane (isooctane)	540-84-1	114	0.50	U	2.3
Carbon tetrachloride	56-23-5	154	0.50	U	3.1
n-Heptane	142-82-5	100	0.50	U	2.0
1,2-Dichloroethane	107-06-2	99	0.50	U	2.0
Benzene	71-43-2	78	0.50	U	1.6
Trichloroethane	79-01-6	131	0.50	U	2.7
1,2-Dichloropropane	78-87-5	113	0.50	U	2.3
Bromodichloromethane	76-27-4	164	0.50	U	3.3
1,4-Dioxane	123-01-1	88	0.50	U	1.8
4-Methyl-2-pentanone(MIBK)	108-10-1	100	0.50	U	2.0
cis-1,3-Dichloropropane	10061-01-5	111	0.50	U	2.3
Toluene	106-88-3	92	0.82		3.1

VOLATILE ORGANICS DATA ANALYSIS SUMMARY
EPA COMPENDIUM TO-15

Lab Name:	EMSL ANALYTICAL	Air Results for Project:	280800049
Lab City:	WESTMONT, NJ	Field ID Number:	116R7
Instrument ID:	5972-VOAM	Laboratory ID Number:	280800049-1
GC Column:	RTX-502.2 60m 0.25mm 1.4u	Sampling Date:	1/10/08
Acquisition Method:	121907TOM	Lab File ID:	J7191.d
Calibration Date:	12/19/07	Analysis Date:	01/17/08
Matrix:	Air	Time Acquired:	00:38
Latest MDL Date:	7/13/07	Sample Volume(mL):	250
Analyst:	MTH	Dilution Factor:	1
		Can ID:	T2034

Compound	CAS Number	Molecular Weight	Results ppbv	Q	Results ug/m3
trans-1,3-Dichloropropene	10061-02-6	111	0.50	U	2.3
1,1,2-Trichloroethane	78-00-6	133	0.50	U	2.7
2-Hexanone(MBK)	591-78-6	100	0.50	U	2.0
Tetrachloroethane	127-18-4	166	0.50	U	3.4
Dibromochloromethane	124-48-1	208	0.50	U	4.3
1,2-Dibromoethane	106-93-4	188	0.50	U	3.8
Chlorobenzene	108-90-7	113	0.50	U	2.3
Ethylbenzene	100-41-4	106	0.50	U	2.2
Xylene (para & meta)	1330-20-7	106	0.73		3.2
Xylene (Ortho)	95-47-8	106	0.50	U	2.2
Styrene	100-42-5	104	0.50	U	2.1
Bromoform	75-25-2	253	0.50	U	6.2
1,1,2,2-Tetrachloroethane	79-34-5	168	0.50	U	3.4
4-Ethyltoluene	622-96-8	120	0.50	U	2.6
1,3,5-Trimethylbenzene	108-67-8	120	0.50	U	2.5
2-Chlorotoluene	95-49-5	127	0.50	U	2.8
1,2,4-Trimethylbenzene	95-63-6	120	0.50	U	2.5
1,3-Dichlorobenzene	541-73-1	147	0.50	U	3.0
1,4-Dichlorobenzene	106-46-7	147	0.50	U	3.0
Benzyl chloride	100-44-7	179	0.50	U	3.7
1,2-Dichlorobenzene	95-50-1	147	0.50	U	3.0
1,2,4-Trichlorobenzene	120-82-1	182	0.50	U	3.7
Hexachloro-1,3-butadiene	87-68-3	261	0.50	U	5.3

Surrogate	Result(ppbv)	True(ppbv)	%Recovery	Limits %
4-Bromofluorobenzene	9.55	10.00	95	70 - 130

(NO 'U' IN FIELD) = COMPOUND DETECTED AT REPORTED CONCENTRATION IN PPBV AND UG/M3.

U= UNDETECTED

D = DILUTED, REPORTED FROM DILUTION RUN. VALUE IS ACCURATE.

B= DETECTED IN BLANK

E = ESTIMATED CONCENTRATION. EXCEEDED CALIBRATION LIMIT.

J= DETECTED BELOW PRACTICAL QUANTITATION LEVEL, BUT ABOVE MDL.

1E
VOLATILE ORGANICS ANALYSIS DATA SHEET
TENTATIVELY IDENTIFIED COMPOUNDS

SAMPLE NO.

0049-1

Lab Name: EMSL ANALYTICAL Contract: _____
 Project No.: _____ Site: _____ Location: _____ Group: _____
 Matrix: AIR Lab Sample ID: 0049-1
 Sample wt/vol: 250 ML Lab File ID: J7191.D
 Date Received: _____
 Date Analyzed: 1/17/08
 GC Column: RTX-502.2 ID: 0.25 (mm) Dilution Factor: 1

Number TICs found: 7 Concentration Units: ppbv

CAS Number	Compound Name	RT	Est. Conc.	Q
1. 75-45-6	Difluorochloromethane	5.85	150	J
2. 590-86-3	Butanal, 3-methyl-	18.14	1	J
3. 66-25-1	Hexanal	21.43	6	J
4.	Unknown Hydrocarbon	21.52	1	J
5. 7785-70-8	1R-.alpha.-Pinene	24.99	51	J
6. 127-91-3	.beta.-Pinene	26.47	7	J
7. 138-86-3	Limonene	27.54	9	J
8.				
9.				
10.				
11.				
12.				
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20.				
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22.				
23.				
24.				
25.				
26.				
27.				
28.				
29.				
30.				

J = Estimated Concentration
B = Detected in Blank

Air Quality Environmental, Inc.

9325 Seminole Boulevard, Seville, Florida 33772
 Ph (727) 398-0900 Fax (727) 398-0996

Chain of Custody and Sample Submittal Form

Project Type: SCREENING Project # 11687

Requested Turnaround	
<input checked="" type="checkbox"/> 3-5 Days-Normal	<input type="checkbox"/> 3 Days Guaranteed
<input type="checkbox"/> Next Day	<input type="checkbox"/> Same Day
<input type="checkbox"/> Immediate	<input type="checkbox"/> 7-10 days Cultured samples
Samples that arrive after 2:00pm will be received the following day.	

Client: KAY GULLITON
 Address: 15314 SKIP JACK LOOP
BRADENTON, FL 34202

Report addressed to: KRISTEN GULLITON

Project/Job Name: RESIDENCE

Project/Job Address: SAME AS ABOVE

Phone: () Cal: ()
 Fax: () Other:
 Email:

All reports are mailed via US Mail. If you would like this report faxed or emailed, please provide the information in the designated spaces above.

Sample #	Location & Description of Sampled Area	Sample Type	Total Time	Lib./Min.	Total Libra
01	LYING ROOM	AIR DOOR	2700	15	105
02	2ND FLOOR	↓	↓	↓	↓
03	OUTSIDE	↓	↓	↓	↓
04	KITCHEN	↓	↓	↓	↓
05	AKC SUPPLY RETURN	↓	↓	↓	↓

* Please indicate for SVMS sampling, T-type fit or VC-valve culture. If neither is stated for a stack sample, all samples will be treated as a culture.

Sampled By: LOU FRANKS, PRACTICIAN Date: 1-10-08
 Transported By: ERICK PASTAN Date: 1-10-08
 Special Instructions: ERICK PASTAN

Received By/Date: REGINA WEAVER
63993-43997 JAN 10 2008
 BY: E. PASTAN

EMSL ANALYTICAL, INC.
 107 Haddon Avenue
 Westmont, New Jersey 08108
 856-858-4800 Extension 1301
 856-858-3503 Fax or
 mhenry@emsl.com or svaniken@aol.com

External Chain of Custody / Analysis Request Form

EMSL Project # PO# SH10417

Note: Please complete all required information. Incomplete shaded areas may hinder processing samples.
 Project Name: Weather conditions (if known): Bar. Pressure

Custody and Sample Information - Print ALL information. Write N/A in blanks not applicable.

1. Report to: Air Quality Environmental, Inc. 9335 Seminole Boulevard Seminole, Florida 32772 ph (727) 266-0004 Environmental Consultants & Laboratory Services	2. Air Quality Environmental, Inc. 6336 Seminole Boulevard Seminole, Florida 32772 ph (727) 266-0004 Environmental Consultants & Laboratory Services	Contact Person Name: E-mail: <u>wolfgang@airquality.com</u> Tel #: FAX #:	Sample Shipping and Transport Notice <small>The recipient agrees to receive the material in the shipping container as is and to be responsible for any damage to the material or to the shipping container. EMSL is not responsible for any damage to the material or to the shipping container. EMSL is not responsible for any damage to the material or to the shipping container.</small>
---	---	---	--

3. Sampled by (Signature) <u>Wolfgang Pather</u>	4. # of Samples in Shipment <u>1015</u>	5. Date of Sample Shipment <u>1-11-08</u>	6. Date/Time Results Needed <u>Standard</u>
--	---	---	---

Sample ID	Canister ID	Client Sample ID	Sampling Date / Time		Sampling Date / Time		Regulator ID	Analyses Requested	Field Test Values (ppm)	Canister / Vacuum		
			Start	Stop	Start	Stop				Initial Wt	Final Wt	Receipt Wt
1	72034	11687	1-10-08	10AM	1-11-08	10AM	7296235	TO-15		-30	-7	
2												
3												
4												
5												
6												

Sample Type: Indoor Air Quality Soil Gas Vent Gas Other

Library Search needed: Yes No, required if you will need help interpreting your report. Do you want your results e-mailed? Yes No

Relinquished by (print/sign): Ralph Russell Company: EMSL Date/Time: 1/9/08 Affixed Custody Seal No. 7382

Received by (print/sign): Donna Buckhardt Company: AGE Date/Time: 1/11/08 Was Custody Seal Broken? Yes No

Relinquished by (print/sign): Company: Date/Time: Affixed Custody Seal No.

Received by (print/sign): Company: Date/Time: Was Custody Seal Broken? Yes No

Relinquished by (print/sign): Company: Date/Time: Affixed Custody Seal No.

Received by (print/sign): Company: Date/Time: Was Custody Seal Broken? Yes No

Relinquished by (print/sign): Company: Date/Time: Affixed Custody Seal No.

Received by (print/sign): Company: Date/Time: Was Custody Seal Broken? Yes No

Relinquished by (print/sign): Company: Date/Time: Affixed Custody Seal No.

Received by (print/sign): Company: Date/Time: Was Custody Seal Broken? Yes No

Please indicate Turn Around Time needed: Standard 5-10 Days* 96-Hour 72 48-Hour 24-Hour

*TAT subject to laboratory workload. A limited amount of 5 day TAT can be accepted by laboratory

Comments: Please indicate reporting requirements: 1) Results only 2) Other (attach a copy of requirements)

Monday, January 28, 2008

AOE Project / Job #11687

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Premature Copper Corrosion in Residences Possibly Associated with the Presence of Imported Drywall from China

Presented by

David Krause, Ph.D., MSPH, CIH, State Toxicologist
Florida Department of Health, Division of Environmental Health

to the

Cape Coral Construction Industry Association and the Lee County Builders Associations

on

February 25th, 2009 at 8 pm
in Fort Myers, Florida

Introduction

- County Health Department Staff were introduced (James Love, Lee County Health Department, and Robert Kallotte, Sarasota County Health Department)
- Radon and Indoor Air Program (Clark Eldredge and Tim Wallace)
- Division of Environmental Health
- State Toxicologist, Dr. David Krause

Defining the Role of the Department of Health

- The role of DOH in the assessment of this emerging issue is limited to occupant health.
- By documenting health-related complaints and possible hazards in affected homes, DOH will endeavor to protect public health.
- Diagnosing individual illnesses of occupants in affected homes is beyond the scope and authority of the Florida Department of Health.

DOH Activities to Date Phase I

- Gathering Information.
- Open dialogue with stakeholders, including builders, consultants, homeowners, and material suppliers.
- Communicating our findings to the public through print, broadcast, and internet media.
- Documenting citizen complaints to...
 - Determine if this phenomenon was localized to a small number of builders and communities, or was this a wide-spread issue effecting disconnected communities state wide?
 - Gather sufficient information to develop a Case Definition.
 - Determine if this phenomenon poses a health hazard to people living in affected homes.
- Preliminary Site Assessment of 12 Homes reported to have experienced copper corrosion associated with the presence of drywall imported from China. This effort was intended to...
 - Identify common trends in homes experiencing copper corrosion leading to the failure of AC coils and

Exhibit "C"

other metals.

- o Enable DOH to develop guidance for CHD staff, builders, and homeowners to determine if their homes are experiencing premature copper corrosion.
- o Identify possible health hazards in homes experiencing copper corrosion
- Selected samples of drywall taken during this Preliminary Assessment of 12 Homes are being assessed for sources of corrosive gasses contributing to copper corrosion.
- Depending on initial sample results, further tests using laboratory chambers may be performed to measure corrosive gas emission rates.
- All testing by DOH is being performed in light of prior test results shared by cooperating consultants, builders, and homeowners.

Shifting DOH Efforts Phase II

- Documenting health-related complaints only
- Forwarding Non-health-related complaints to DOACS, AG's Office, and US CPSC
- Issuing a Case Definition for affected homes
- Proceed with a Hazard Assessment in cooperation with consumer protection agencies and technical experts

Photo Slides

The following are comments not in the slide presentation. These descriptions were given during the presentation and not "written" on the slide. These photos were used to illustrate what was observed in the homes and the current case definition.

Photo Slide 1

This is a photo of black corrosion on evaporator coils. This is a documented failure of air conditioner evaporator coil (located inside the air handling unit) that is part of our case definition.

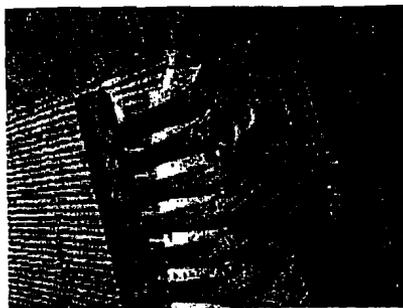


Photo Slide 2

This is a photo of black corrosion on the Freon "hot-line". Black next to air handler is soot from soldering "hot-line" to replacement coil.



Photo Slide 3

This photo shows the markings on the back side of the drywall indicating it was made in China (note that one side of the wall had American manufactured drywall and the other one had imported drywall).

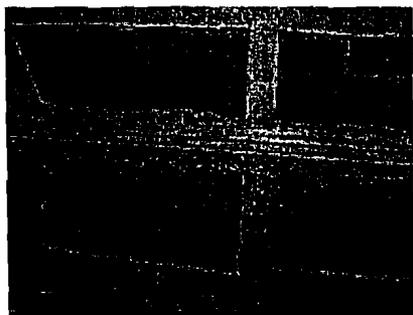


Photo Slide 4

This image is a close-up of the type of the printing stating the drywall was made in China



Photo Slide 5

Another photo of the markings on the back of the drywall. This piece of drywall has been placed on the floor and we are looking down. The objects on the top of the photo are walls.

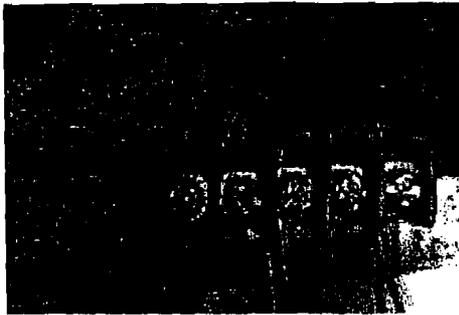
Photo Slide 6

This photo shows ground wire with black copper corrosion.



Photo Slide 7

This photo shows the corrosion of exposed copper for wires going into an electronic circuit board.



Confirmation by an outside expert or professional for the presence of premature copper corrosion on un-insulated copper wires and/or air conditioner evaporator coils (inside the air handling unit)

Shifting DOH Efforts Phase II Continued

- Work with stakeholders in cooperative efforts to determine if any of the following conditions pose a hazard to occupants...
 - Corrosion of copper wires that are part of the home's electrical system, smoke alarms, carbon monoxide alarms, or other electrical appliances.
 - Corrosion of brass and other metal fittings used in Natural Gas furnaces and other appliances.
 - Corrosion of copper, leading to the failure of AC coils, resulting in the leakage of Freon into the home over time.
 - Exposure to corrosive gasses emitted from problematic drywall.
- In cooperation with stakeholders, develop guidance for...
 - Identifying affected homes
 - Identifying hazards that may be unique to certain homes

The question of health consequences drives our efforts.

- Available data has not identified levels of corrosive gasses that exceed those recognized as posing a risk to

health.

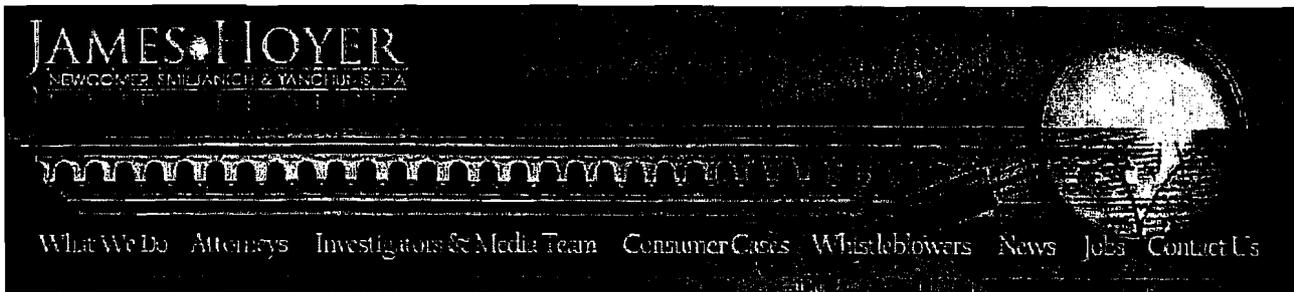
- DOH continues to seek data from all parties regarding occupant exposures to chemicals and secondary hazards resulting from corroded building materials.
- If data arises that identifies health or safety hazards resulting from conditions in homes experiencing this phenomenon, DOH will work with stakeholders to communicate them to the public.

Thank You
David Krause, Ph.D., MSPH, CIH
State Toxicologist
Florida Department of Health

The original power point can be downloaded (10.3 MB Zipped Power Point file).

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Defective Chinese Drywall



James Hoyer Partner Secures Cy Pres Award



Undercover - How I went from Company Man to FBI Spy



Howard Dean talks with Chris Hoyer



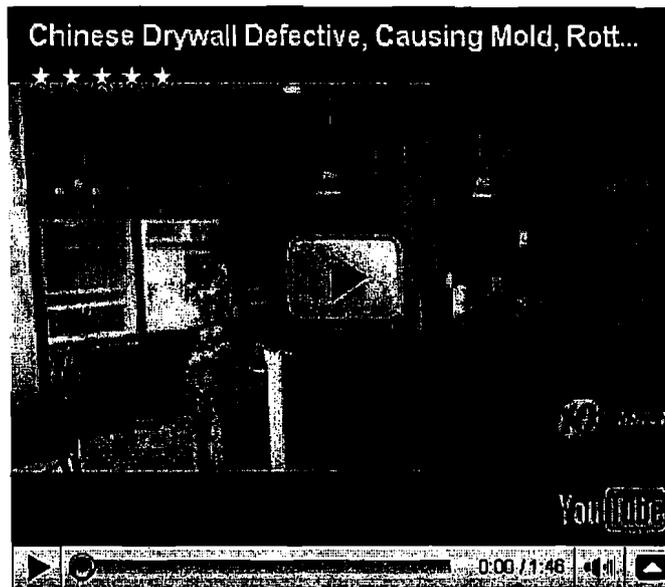
40 Boxes of Amerquest Documents Found In Dumpster



Brian Ross Investigates Amerquest on Good Morning America



Defective Chinese Drywall Found in Lakewood Ranch



James, Hoyer, Newcomer, Smiljanich & Yanchunis, P.A. recently filed a class action lawsuit in Florida against **Taylor Morrison Homes, Knauf Plasterboard Tianjin Co. Ltd., and Rothchilt International Ltd.** concerning **defective Chinese drywall** used in the construction of Florida properties built between 2004 and 2006.

If your Florida property was built in or after 2004 and you have noticed a **sulphur or "rotten egg" smell** and/or had recurring problems, such as corrosion, with your air conditioning, appliances, or electrical wiring, your property may have been built using defective drywall manufactured in China by Knauf. This drywall was imported into the United States and used by builders during a shortage of American-made drywall caused by the construction boom in 2005-2006.

Complaints have been raised by dozens of affected property owners throughout Florida concerning this **defective drywall**. As our law firm continues to investigate this matter, we want to hear from people with information about the defective drywall and help those impacted by it.

Please contact us using the form below if you believe that

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Chinese Drywall

Countrywide Hurricane Victims

EMC Mortgage: Former Employees CONTACT US HERE

Life Settlements: SENIORS BEWARE

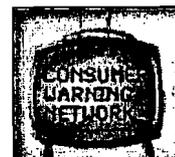
North Shore Agency: Former Employees CONTACT US HERE

Safeco Homeowners Insurance

Salle Mae Student Loan Discrimination

Waste Management, Inc. Price Increases

Qui Tam Cases: Helping Yours Succeed



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your Florida property was built with defective Chinese drywall, you have suffered any of the above-described problems caused by the defective drywall, or you are a former employee of a company that bought, supplied, or used defective drywall. One of our attorneys or investigators will respond to your e-mail promptly. Our law firm, headquartered in Tampa, Florida, fights fraud on behalf of consumers across the country.

James Hoyer Contact Form

Your Name: *(required)*

E-Mail Address: *(required)*

Verify E-Mail: *(required)*

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Address Line 1:

Address Line 2:

City:

State:

Zip:

Preferred Contact: By Telephone

Gender: *

Ethnicity: *

* Gender and Ethnicity information are optional. This information is requested to aid in our investigation as it pertains to possible discriminatory practices.

Enter your message: *(required)*

E K C J S D Enter the 6 digit code shown on the left:

(required)

We will try to get back to you as soon as possible regarding your inquiry. We greatly appreciate any information you are able to provide to us because it will assist us in investigating consumer frauds.



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Lawsuit targets Chinese drywall

By Aaron Kessler

Published: Tuesday, March 3, 2009 at 1:00 a.m.

Last Modified: Tuesday, March 3, 2009 at 9:27 a.m.

A new lawsuit seeking class-action status has been filed by a group of Florida homeowners against a German drywall maker, its Chinese units and several U.S. home builders, claiming that the defective product has corroded metal and sickened some homeowners.

The new federal lawsuit, filed Monday in the Southern District of Florida, joins several other suits seeking class-action status, including one in Sarasota County.

The latest suit claims that legal action could eventually include up to 30,000 Florida homes.

"Our most pressing goal is to make sure the homeowners are taken care of immediately, that their homes are fixed and that they are reimbursed for the expenses of moving and damage to their personal property," said Ervin Gonzalez, the lead attorney bringing the case with the Coral Gables law firm Colson Hicks Eidson.

"We think the developers and builders should get together quickly to do the right thing right now, and then they can pursue the legalities of going after the manufacturers and suppliers to recoup those costs if they wish."

The builders named in the latest suit include Taylor Morrison and Touse Homes, also known as Engle Homes. More builders could be added as the case progresses, Gonzalez said.

The German-based parent of drywall manufacturer Knauf, along with three of its Chinese subsidiaries in Tianjin, Wuhu and Dongguan, are all cited in Monday's suit as well.

After an extensive analysis of shipping data, the Herald-Tribune reported on Feb. 1 that all three Knauf subsidiaries had shipped sizable quantities of drywall to the United States since 2006.

Third-party exporter Rothchild International Ltd., which shipped Knauf board from China to the U.S., also was named as a defendant.

South Kendall Construction, which installed some of the drywall, as well as one of the distributors, Banner Supply Co., also were named.

The builders and manufacturers targeted by the suits dispute that the drywall is hazardous.

In a statement sent Monday to the Herald-Tribune, Knauf Plasterboard Tianjin Co. Ltd., also referred to as KPT, said it "continues to investigate the potential causes of HVAC, copper and odor problems in homes and remedies for those problems."

Knauf said it has been singled out because it clearly marked its name on its product, while some other Chinese manufacturers did not. "As a result, KPT has unfairly been the focus of the recent controversy over imported plasterboard."

Monday's lawsuit seeks monetary damages as well as an order by the court to compel the defendants to "remedy, repair and/or replace the drywall in the homes" and "cease and desist from misrepresenting to the class and the general public that there is no defect in, or danger associated with, the drywall."

The suit also demands that a medical monitoring program be set up to track the health of affected homeowners.

The Sarasota County class-action claim, which has now grown to include more than three dozen homeowners, also names Knauf, Rothchild, Banner and Taylor Morrison. The Sarasota case also names another distributor, L&W Supply, a subsidiary company of USG Corp.

The Florida Attorney General's office is investigating L&W Supply and Knauf for potential violations of state law regulating deceptive marketing practices.

✓ Darren Inverso, who filed the Sarasota suit on behalf of Lakewood Ranch resident Kristin Culliton, said his case will probably be transferred to federal court as well. "I think it's likely we'll wind up there," he said.

With so many complaints seeking class-action status now swirling around, the cases may wind up being consolidated into one massive lawsuit

While Monday's lawsuit focuses on Florida, other firms across the country are planning to file similar suits in their own states, Gonzalez said.

This story appeared in print on page D1

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NEWS - LOCAL - DRYWALL COVERAGE

Wednesday, Feb. 18, 2009
 Comments (0)

More sign on to drywall lawsuit
40-plus homeowners join lawsuit filed in Sarasota County

By JESSICA KLIPA - jklipa@bradenton.com

The number of homeowners who have signed on to civil suits involving tainted drywall across the state continues to mount.

More than 40 homeowners have joined a class action lawsuit filed in Sarasota County, said Darren Inverso, attorney for the law firm, Norton, Hammersley, Lopez & Skokos.

The claim originated with a complaint from homeowner Kristin Culliton, who moved out of her Lakewood Ranch home built by Taylor Morrison because of alleged problems with drywall manufactured in China.

Inverso said th firm is seeking certification for two classes: homeowners who have homes built by Taylor Morrison, and Florida homeowners who have the drywall manufactured by Knauf Tianjin installed in their homes.

The lawsuit, which is open to Florida homes built from 2004 to 2007, alleges product liability on the part of Knauf Tianjin, which sold drywall to suppliers and distributors, including USG, Rothchild, and L&W Supply.

The lawsuit also alleges breach of contract, breach of implied warranty and negligence against Taylor Morrison. Inverso said that through the contract, Taylor Morrison homeowners should expect to buy a home with materials, fixtures, equipment and appliances of equal value to the materials installed in the model homes.

It's likely that as the class-action lawsuits across the state continue to grow, they will land in federal court and be rolled into one lawsuit, Inverso said.

More than 100 homeowners have contacted another law firm in Bonita Springs, Parker Waichmann Alonso LLP, which has filed a class action suit in the U.S. District Court for the Middle District of Florida, in Fort Myers, on behalf of Florida homeowners.

The lawsuit, filed against manufacturers, distributors and suppliers of the Chinese drywall, alleges product liability and negligence, among other things, said Jordan Chaikin, attorney for Parker Waichmann Alonso LLP. But the list is likely to grow as the firm sorts out the pieces of who may have been involved.

"We are in the process of amending the complaint to include additional defendants who we believe are responsible parties," Chaikin said. "Every day we're getting more information. So because of that we have determined there are other responsible parties out there."

In addition, the firm is handling homeowners' cases regarding homebuilders on an individual basis for breach of contract and negligence.

The class-action suit applies to Florida homeowners whose homes were built using the tainted drywall. Homeowners are also able to opt out of the lawsuit.

The firm is compiling a database of homeowners whose homes exhibit the symptoms of the Chinese drywall. Builders that used the drywall include Lennar, Taylor Morrison, WCI, Meritage Homes, Ryland Homes, Transwestern and Standard Pacific, he said.

Chaikin believes a class-action lawsuit is the appropriate way to handle the situation since the homeowners are all experiencing the same problems, including corrosion and ultimate failure of air-

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conditioning units, blackening and tarnishing of household items and a foul odor in the home. "I'm a firm believer in class-action," he said. "It not only makes it much more efficient, but it benefits a lot of people in a single action."

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LOCATION OF WORK

NAME: Kristina Culliton

ADDRESS: 15314 Skip Jack Loop

CITY: BRD ZIP: 34203 PHONE: 726-6562

TENANT OR CONTACT: PHONE:

SPECIAL INST.: 11

START TRAVEL TIME: 9:40 TIME ARRIVED: 11:40 TIME DEPARTED: 12:30

START TRAVEL TIME: TIME ARRIVED: TIME DEPARTED:



Date: 7/16/08 WORK TICKET NO: 109882

DID YOUR SERVICE TECH EXPLAIN HOW YOU CAN RECEIVE A 15% DISCOUNT ON THIS WORK TICKET?

ESA Agreements provide for maintenance of your equipment with 15% off on parts and labor on any required repairs.

MAKE: Not Responsive MODEL: 606F98034 SERIAL: 606F98034

AH HPV SC

TECHNICIAN'S RECOMMENDATIONS AND WORK PERFORMED

Checked over entire HVAC System For sources of smell in home, could not find any mold, mildew or biological growth anywhere in the duct or air handler, Flu Vent pipe is installed and sealed correctly, however the copper lines going into the air handler and the copper coil inside the unit is turning a black ~~color~~ color and is

CHECK LIST

COMPRESSOR CONDENSER COIL EVAPORATOR COIL CONDENSATE AREAS AIR FILTERS HEATING ASSY.

SUCTION _____ PSI CLEAN COIL & CHECK FIN. COND. CLEAN COIL & CHECK FAN INSPECT & CLEAN DRAIN PAN CLEANED _____ ELECTRICAL COM'TS

HEAD _____ PSI REFRIGERANT ENT DB _____ °F LV DB _____ °F INSPECT & CLEAN DRAIN REPLACED _____ RELAYS

VOLTS _____ AMPS LEAK CHARGE OK FILTER SIZE _____ CONTACTORS

SP# QUAN. WH# PARTS AND MATERIALS TECHNICIAN

Being Corroded by some sort of chemical in the air. Normally this black discoloration is caused by an abundance of Sulfur in the air, cannot be sure what is affecting the copper but it is being Discolored.

REPAIR #	DESCRIPTION	REPAIR FEE	DISCOUNTED AGREEMENT REPAIR FEE	AGREEMENT SAVINGS
	SUBTOTAL	\$	\$	\$
	DIAGNOSTIC FEE	\$90.00	\$76.50	\$13.50
	SERVICE TOTAL	\$90.00	\$76.50	\$13.50
	NEW AGREEMENT PURCHASED TODAY	\$0.00	New install	
	TOTAL SERVICE & NEW AGREEMENT	\$		

We accept credit cards.

VISA M/C DISC AMEX

Check # _____

Cash

Amount \$ _____

IF PAYING BY CREDIT CARD, PLEASE COMPLETE

EXP. DATE (Required) V Code: Authorization Number

Month Year Street # Zip Code

Billed to: _____

we have authority to order the work, which has been satisfactorily performed, as outlined above. I agree to pay all costs and reasonable attorney's fees if this account is placed for collection. See back of customer copy for warranty. FINANCE CHARGES: Balances due over 15 days will incur a 5.00 billing fee and (1 1/2% INTEREST) PER MONTH (18% ANNUAL RATE) (where applicable).

CUSTOMER'S SIGNATURE: *[Signature]*

RETAIN THIS COPY FOR WARRANTY

PLEASE PAY FROM THIS WORK TICKET AT TIME OF SERVICE UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE.

Billed TM.

Not Responsive

February 11, 2008

Kristin Culliton
15314 Skip Jack Loop
Lakewood Ranch, FL 34202

RE: Case #40771-122007

Dear Ms. Culliton:

We have completed an analysis of the wet paint for bacterial contamination, which demonstrated neither the paint nor our batch retains were contaminated with bacteria. The presence of bacterial contamination could be a cause of an odor in paint.

Also a representative of our Corporate Health and Regulatory Affairs Department has reviewed the report of Air Quality Environmental, Inc., and notes that none of the volatile organic compounds identified in that report can be associated with the [Not Responsive] coatings used in your house. A qualified representative from our Corporate Health and Regulatory Affairs Department is willing to discuss this conclusion with anyone from Air Quality Environmental, Inc. and you at your earliest convenience.

[Not Responsive] strongly disagrees with the unsupported conclusions of Air Quality Environmental, Inc. that [Not Responsive] paints are "emitting VOC's that are collecting within the residence", based on the submitted air quality analysis. While [Not Responsive] could conduct additional analysis of the dry paint on the samples of dry wall submitted in order to verify the paint is our paint and perhaps could conduct additional tests, a reasonable analysis of the Air Quality Environmental, Inc. data report demonstrates that such additional testing is unnecessary.

Even though [Not Responsive] strongly believes the alleged odors are unrelated to our paints, I am authorized to offer to provide low VOC primers and paints to repaint the subject accent walls, and to reimburse you for reasonable labor costs associated with the repainting of those areas, in exchange for a release of all claims.

I am also able to provide you with a copy of the report from the [Not Responsive] bacteria that we will require that a confidentially agreement be signed and returned to [Not Responsive]

Please contact me after you have discussed this offer.

Not Responsive

[back to article](#)



EPA completes first testing of Chinese drywall

By [Aaron Kessler](#)

Published: Tuesday, May 19, 2009 at 3:55 p.m.

Federal officials have completed preliminary testing into tainted Chinese drywall linked to corrosion and potential health effects in Florida and other states.

The U.S. Environmental Protection Agency, working in conjunction with the Agency for Toxic Substances and Disease Registry – part of the Centers for Disease Control in Atlanta – has completed initial testing of two samples of tainted Chinese drywall, along with four domestic samples used for comparison.

According to the report, sulfur was detected in one of the Chinese samples at 83 parts-per-million, and the other at 119 parts-per-million. Such sulfur compounds were not detected in the four domestic brands tested.

Strontium was detected at 2,570 parts-per-million and 2,670 parts-per-million in the Chinese samples, compared to U.S. drywall which ranged from 224 to 1,130 parts-per-million.

The EPA also found two organic materials in the Chinese wallboard samples that were not present in the American-manufactured boards tested. The organic materials, identified as types of propanoic acid, are generally associated with acrylic paints. They were found at levels ranging from 50 to 92 parts-per-million in the Chinese boards.

Also, according to the report, a visual examination of the drywall using a microscope found "no evidence of fly ash" in the Chinese samples. Fly ash, produced as a byproduct of coal-fired power plants, is one of the substances alleged to have caused the potential problem by several lawsuits against drywall manufacturers filed in federal court.

Other theories link the tainted drywall to material taken from contaminated mines in a region of China just south of Beijing. Federal officials in both the U.S. and China continue to investigate, and have not ruled out the possibility that several

factors could be at play.

Further testing is needed to determine whether the substances identified can be conclusively linked to damage, and whether they are dangerous to humans.

Florida Sen. Bill Nelson is currently seeking \$2 million in emergency funding for more comprehensive testing, and Nelson plans to request the money in an amendment to the supplemental budget being debated this week in the Senate.

A hearing on Chinese drywall is also scheduled for Thursday morning - witnesses will include Florida's state toxicologist Dr. David Krause and at least one homeowner from Southwest Florida.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Drywall Sampling Analysis

Background

Consumers from more than 10 States and the District of Columbia have reported concerns related to drywall imported from China that is in their houses. The Consumer Product Safety Commission (CPSC) is the lead federal agency for this issue. The U.S. Environmental Protection Agency (EPA) is working with CPSC and the Centers for Disease Control and Prevention-Agency for Toxic Substances and Disease Registry (CDC-ATSDR), in coordination with State and local authorities, to investigate this matter.

To gather more information about Chinese drywall, CDC-ATSDR requested that EPA conduct an elemental analysis of Chinese drywall and compare it with drywall manufactured in the United States.

Analysis of Drywall Samples

With CDC-ATSDR's concurrence, two wallboard samples from Florida houses known to have been manufactured in China were selected by the Florida Department of Health (FDOH) for analysis. Additionally, four samples of U.S.-manufactured drywall were purchased by EPA from local stores in Edison, New Jersey and included in the analysis.

Prior to analysis, the thin layer of paint was scraped off of the two Chinese drywall samples for metals analysis. The paper was then separated from the solid (gypsum) material of all six drywall samples and placed into separate glass jars. The paper portions of the samples were analyzed for metals, semi volatile organic compounds (SVOCs) and formaldehyde. The gypsum samples were analyzed for metals, SVOCs, volatile organic compounds (VOCs), formaldehyde, sulfide, water soluble chlorides, total organic carbon (TOC), pH and loss on ignition (LOI).

The results of this analysis will inform additional testing by CPSC to help determine the compounds that may be affecting residents and their houses.

Results

The results of the analysis are noted below. It is important to note that the analysis included a very small sample size, and the results of this testing may not be representative of all drywall products. The analysis was conducted to identify the elemental material contained in the drywall samples and is not itself intended to establish a definitive link between the drywall and the conditions being observed in houses.

- Sulfur was detected at 83 parts per millions (ppm) and 119 ppm in the Chinese drywall samples. Sulfur was not detected in the four US-manufactured drywall samples.
- Strontium was detected at 2,570 ppm and 2,670 ppm in the Chinese drywall samples. Strontium was detected in the US-manufactured drywall at 244 ppm to 1,130 ppm. Total acid soluble sulfides were not detected in any samples.
- Iron concentrations of 1,390 ppm and 1,630 ppm were detected in the Chinese drywall samples and in the range of 841 ppm to 3,210 ppm for the US-manufactured drywall samples. Additional drywall samples will be tested to determine whether the iron is present as oxide, sulfide or sulfate.

EPA's analysis showed the presence of two organic compounds in the Chinese drywall that are associated with acrylic paints: propanoic acid, 2-methyl-, 2,2-dimethyl-1-(2-hydroxy-1-methylethyl) propyl ester at estimated concentrations of 58 ppm and 92 ppm, and propanoic acid, 2-methyl-, 3-hydroxy-2,4,4-trimethylpentyl ester at estimated concentrations of 50 ppm and 84 ppm. These compounds were not detected in the US-manufactured drywall.

EPA will continue to work with its federal and state partners to respond to this issue. EPA also is working with a multi-agency and state technical group to develop an indoor sampling protocol for use by CPSC and states to conduct indoor air testing in houses suspected of containing Chinese drywall. The group's goal is to complete the protocol by June 30, 2009. EPA expects that results from the indoor sampling will be evaluated by CDC-ATSDR for possible health implications.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
ENVIRONMENTAL RESPONSE TEAM
Edison, New Jersey 08837

May 7, 2009

Ms. Lynn Wilder
Environmental Health Scientist
Agency for Toxic Substances and Disease Registry
Department of Homeland Security
4770 Buford Highway, NE
Mailstop F-57
Atlanta, GA 30341-3717

Subject: Drywall Sample Analysis

Dear Ms. Wilder,

The Agency for Toxic Substances and Disease Registry (ATSDR) contacted the Environmental Response Team (ERT) of the USEPA Office of Superfund Remediation and Technology Innovation (OSRTI) for analytical assistance with the Chinese-manufactured drywall used in Florida. On March 5, 2009, a teleconference was held with ERT, ATSDR and the Florida Department of Health (FDOH). The FDOH provided background information, including the work that had been previously performed by contractors from Lennar and Knauf (a German company that manufactures drywall in China). ATSDR requested that ERT conduct an independent elemental analysis of the Chinese drywall and compare it with the drywall manufactured in the U.S. With ATSDR's concurrence, six wallboard samples were selected for analysis. Two drywall samples known to have been manufactured in China were extracted by FDOH from affected homes in Florida. Four samples of U.S.-manufactured drywall were purchased from local stores in Edison, New Jersey.

Drywall Sample Analysis

ATSDR requested that the ERT analytical laboratory provide support to analyze drywall samples from China suspected of emitting rotten egg odors and causing copper corrosion (e.g., power switches, appliances) throughout the houses with complaints. The corrosion of copper containing items may lead to releases of chlorofluorocarbons (CFCs) and natural gases, depending on their construction materials. Individuals complaining about the drywall in their homes have also reported health issues such as problems with asthma, respiratory irritation, breathing difficulties, coughing, insomnia, eye irritation and headaches. At this time, FDOH has been unable to determine if these issues are directly linked to the suspect drywall. To date, a relatively low number of

samples have been analyzed, and the emission levels detected from samples tested in the laboratory are far lower than those typically associated with such symptoms.

Two Chinese painted drywall samples extracted from Florida homes by FDOH were shipped to Edison for analysis by USEPA/ERT. ERT purchased four US-manufactured drywall samples from local stores for comparison. First, the thin layer of paint was scraped off of two Chinese drywall samples for metals analysis. The top and bottom layers of paper were separated from the solid (gypsum) material of all six drywall samples and placed into separate glass jars. The paper portions of the samples were analyzed for metals, semi volatile organic compounds (SVOCs) and formaldehyde. The gypsum samples were analyzed for metals, SVOCs, volatile organic compounds (VOCs), formaldehyde, sulfide, water soluble chlorides, total organic carbon (TOC), pH and loss on ignition (LOI). Also, an optical microscopic examination was conducted to determine the presence of fly ash.

The drywall sample manufacturers and product names are as follows: US Gypsum/Hamilton (US); PROROC/Certainteed (US); National Gypsum/Gold Bond (US); GP/Tough Rock (US); Knauf/33928-20055 (China); and MIC/33966-12077 (China). The ERT/REAC analytical methods were modified to analyze these samples, as standard methods were not available in the area of sample digestion/preparation procedures.

Analytical Methods

Semi Volatile Organic Compounds: The gypsum and paper portions of the drywall samples were analyzed using ERT/REAC SOP #1805. A specific weight of sample in grams is extracted with a 1:1 methylene chloride/acetone mix in a Soxtherm extractor. The extract is concentrated, spiked with an internal standard mixture and subsequently analyzed by gas chromatography/mass spectrometry (GC/MS). Target analytes are identified by comparing the measured mass spectra and retention times with those obtained from calibration standards acquired under the same operating conditions used for the samples. Quantitation of each identified target analyte is calculated based on the internal standard method. The method was modified to determine the presence of any non-target compounds via a library search for the purpose of tentative identification. The NIST/EPA/NIH Mass Spectral Library containing more than 100,000 spectra was used. The elemental sulfur was analyzed using the sample extracts by GC/MS using an ERT/REAC modified method.

Volatile Organic Compounds: The two Chinese and one US-manufactured drywall gypsum samples were analyzed using ERT/REAC SOP #1807. A known amount of gypsum is weighed into a 40-milliliter (mL) Teflon®-lined septum vial, 5 mL of commercially available water suitable for VOC analysis is added, and the sealed vial is placed in the auto sampler. An additional 5-mL portion of VOC-free water containing surrogate/internal standards is added by the autosampler. In order to purge the compounds out of the dry wall, the samples were heated for five minutes at 75°C. These samples were then purged with helium for 20 minutes at the same temperature,

desorbed (trapped) onto the trap for four minutes and injected into the GC and detected using a 5975 MSD. The method was modified to determine the presence of any non-target compounds via a library search for the purpose of tentative identification. The NIST/EPA/NIH Mass Spectral Library containing more than 100,000 spectra was used.

Metals: The gypsum samples were first screened using a NITON x-ray fluorescence detector (XRF) to determine the presence of any metals. The XRF will help to ascertain whether additional metals that are not included in the Target Analyte List (TAL) routinely analyzed by the laboratory need to be added. The gypsum, paper and paint samples were analyzed for TAL metals using ERT/REAC SOP #1811, *Determination of Metals by Inductively Coupled Plasma (ICP) Methods*, and SOP #1832, *Determination of Mercury by Cold Vapor Atomic Absorption (CVAA)*. Based on the XRF screening, strontium and sulfur were added to the list of analytes.

Formaldehyde, Sulfide, Total Organic Carbon: Analyses for these compounds were contracted to outside laboratories. Formaldehyde was analyzed by high pressure liquid chromatography (HPLC), ultraviolet detection (UV) in accordance with modified NIOSH Method 2016. For acid soluble sulfides, the gypsum samples were distilled using EPA SW-846 Method 9030B, which separates the sulfides from the matrix by adding sulfuric acid to the sample and heating to 70°C. The sulfide was quantified using an iodometric method. TOC was determined using a carbonaceous analyzer in accordance with EPA Region II SOP #C-88.

Water Soluble Chlorides: A specific weight of sample was mixed with a known volume of water prior to analysis. Samples were analyzed using a five-point calibration curve by a modified ferricyanide spectrophotometric technique, as outlined in the Standard Methods for the Examination of Water and Wastewater, Method 4500-Cl-E.

Loss on Ignition and pH: Loss on ignition data were obtained by weighing a known amount of sample into a crucible and igniting at 750°C using the modified Standard Methods for the Examination of Water and Wastewater, Method 2540G. A 5 percent weight by volume of a gypsum sample in water was prepared and mixed using a magnetic stirrer. The pH of the resulting aqueous solution was measured electrometrically using a calibrated pH meter.

Alkalinity and Sulfate: Alkalinity was performed in accordance with the Standard Methods for the Examination of Water and Wastewater, Method 2320B, that uses an acid titrant to measure the buffering capacity or ability to react with acids to a specific pH. Sulfates were determined using EPA Region II SOP #C-19.

Optical Microscopic Examination: The optical microscopic examination was performed at the ERI-Las Vegas laboratory using an Olympus optical microscope.

Discussion of the Results:

The significant differences between the Chinese drywall and the US-manufactured drywall analysis are as follows:

ERT analysis shows the presence of sulfur at 83 ppm and 119 ppm in the Chinese drywall samples and sulfur not detected in four US-manufactured drywall samples. The metal analysis shows the presence of strontium at 2,570 ppm and 2,670 ppm in the Chinese drywall samples, whereas strontium was detected in the US-manufactured drywall at 244 ppm to 1,130 ppm. The total acid soluble sulfides were not detected in any of the drywalls. Further investigation is critical to determine the presence of strontium as strontium sulfate or strontium sulfide using x-ray diffraction.

Iron concentrations of 1,390 ppm and 1,630 ppm were detected in the Chinese drywall samples and in the range of 841 ppm to 3,210 ppm for the US drywall samples. The highest concentration of iron detected in the National Gypsum/Gold Bond drywall was twice as high as the amount found in the Chinese drywall. An investigation will be done using additional drywall samples to determine whether the iron is present as oxide, sulfide or sulfate.

No evidence of fly ash in the Chinese drywall samples was noted based on the optical microscopic examination.

The ERT/REAC SVOC analysis results show the presence of two organic compounds in the Chinese drywall, as tentatively identified by the mass spectrometry library search for the Chinese drywall. The FDOH has requested that ERT further investigate these compounds. The two compounds were propanoic acid, 2-methyl-, 2,2-dimethyl-1-(2-hydroxy-1-methylethyl) propyl ester (CAS # 74367-33-2) at estimated concentrations of 58 and 92 ppm, and propanoic acid, 2-methyl-, 3-hydroxy-2,4,4-trimethylpentyl ester (CAS # 74367-34-3) at estimated concentrations of 50 and 84 ppm. These compounds were not detected in the US-manufactured drywall. ERT analyzed two samples for VOCs by GC/MS. The analyses confirm the presence of the above two compounds in the Chinese drywall, as tentatively identified by the mass spectrometry library search. ERT is in the process of obtaining standards of propanoic acid, 2-methyl-, 2,2-dimethyl-1-(2-hydroxy-1-methylethyl) propyl ester (CAS # 74367-33-2) and propanoic acid, 2-methyl-, 3-hydroxy-2,4,4-trimethylpentyl ester (CAS # 74367-34-3) to confirm the findings. The literature search reveals that these compounds are found in acrylic paints as reported in the following website:

http://www2.mst.dk/common/Udgivramme/Frame.asp?http://www2.mst.dk/udgi v/publications/2008/978-87-7052-763-7/html/kap02_eng.htm

The summary of analytical results of the six drywall (gypsum, paper, and paint) samples is presented in Summary Table 1. The semi-quantitative XRF data for gypsum

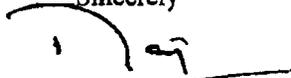
analysis are presented in Table 2. The tentatively identified compounds detected by the GC/MS library search for the SVOC analysis are presented in Table 3 for the gypsum and paper portions of the drywall samples.

Work in Progress

The additional drywall samples to be received from CPSC will be analyzed semi-quantitatively for calcium sulfate, strontium sulfide, strontium sulfate, pyrites and iron oxide by x-ray diffraction. The drywall samples from the United States and China will also be analyzed for VOCs, SVOCs, metals including strontium, sulfide, sulfite, formaldehyde, TOC and LOI. An optical microscopic examination for fly ash will also be conducted. Based on these analyses and the chamber study, ERI will conduct indoor air monitoring in Florida and Louisiana in three test houses for predetermined parameters. A QAPP is under preparation for the Technical Workgroup to review based on the available information to date, and will be modified based on any new information.

If there are any questions, please call me at 732-321-6761.

Sincerely



Raj Singhvi, Chemist

Enclosures

cc: David Krause, FDOH
Barnes Johnson, OSRII
Arnold Layne, OSRII/TIFSD
Jeff Heimerman, OSRII/TIFSD
Dave Wright, ERI
Harry Compton, ERI

Table-1 Results of the Analysis for Metals in Solid Drywall Material, Paper and Paint

Sample No.		1	2	3	4	5	6
Sample ID		US Gypsum/Hamilton	Knauf/33928-20055	MIC/33948-12077	PROROC/Certa/cedar/onal	Gypsum/Gold Bond	GP/Tough Rock
	Method	US	China	China	US	US	US
%LOI at 750C		21	22	24	21	19	24
pH of 5% slurry		7.08	7.41	7.35	7.28	7.28	7.31
Analyte		mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
Aluminum	Modified REAC SOP 1811	306	1180	946	567	3570	1140
Barium	Modified REAC SOP 1811	5.14	33.3	42.8	14.2	12.8	16.0
Calcium	Modified REAC SOP 1811	278000	268000	254000	257000	246000	246000
Chromium	Modified REAC SOP 1811	1.92	5.28	3.06	2.81	4.24	1.98
Cobalt	Modified REAC SOP 1811	<0.87	<0.87	<0.83	<0.86	2.89	<0.80
Copper	Modified REAC SOP 1811	<1.62	1.78	2.80	<1.71	6.16	2.07
Iron	Modified REAC SOP 1811	841	1380	1830	1170	3210	1850
Lead	Modified REAC SOP 1811	<2.17	<2.16	<2.83	<2.44	3.48	2.81
Magnesium	Modified REAC SOP 1811	463	6020	10300	934	6260	4960
Manganese	Modified REAC SOP 1811	3.24	48.8	71.3	16.1	66.1	72.4
Mercury	Modified REAC SOP 1832	2.08	0.562	0.190	0.0668	<0.047	<0.045
Nickel	Modified REAC SOP 1811	<1.30	1.68	1.44	1.82	6.41	2.09
Potassium	Modified REAC SOP 1811	106	368	359	156	665	1490
Selenium	Modified REAC SOP 1811	6.94	2.81	<3.03	3.43	<2.87	<2.82
Sodium	Modified REAC SOP 1811	<217	428	486	<244	<220	<225
Vanadium	Modified REAC SOP 1811	<0.87	2.52	2.28	2.77	3.36	2.34
Zinc	Modified REAC SOP 1811	<8.71	<8.71	<7.24	<7.58	<8.83	10.1
Siliconium (Drywall/Paper)	Modified REAC SOP 1811	844/48	2670/670	2670/636	488/110	638/16	1138/166
Siliconium (Paint)	Modified REAC SOP 1811	NA	291	122	NA	NA	NA
Alkalinity (CaCO3)	SM2320B	<99	<99	870	<99	940	230
Alkalinity - Bicarbonate	SM2320B	<99	<99	870	<99	940	230
Sulfide (Lab 1)	8030B	<4	<4	<4	<4	<4	12
Sulfide (Lab 2)	8030B	<10	<10	<10	<10	<10	<10
Sulfate	Region I SOP#C-19	888000	535000	507000	652000	888000	567000
Chloride (water soluble)	Modified SM 4500-Cl-E	74	280	190	38	58	143
Sulfur*	Modified REAC SOP 1805	<8.23	119	83	<8.13	<7.84	<7.84
Formaldehyde (Drywall/Paper)	Modified NIOSH 2108	ND/0.68	ND/0.44	ND/ND	ND/0.83	0.84/ND	0.24/0.67
Total Organic Carbon	Region II SOP#C-88	4300	2900	4300	2200	6600	16000
TOTAL ORGANIC COMPOUND* (Drywall/Paper)	REAC SOP 1805	7.776	145/125	243/248	18.3/299	31.870	2250/2400

* GC/MS analysis results from BNA extract including TIC'S

Raj April, 21, 2009

Table 2 Qualitative Analysis of Drywall Gypsum- XRF

Sample #	Sample ID		Ca	Fe	Sr
1	US Gypsum/Hamilton	US	222000 +/- 1200	410 +/- 90	180 +/- 10
2	Knauf/33928-20055	China	240000 +/- 1300	720 +/- 110	1970 +/- 32
2(Duplicate)	Knauf/33928-20055	China	241000 +/- 1300	730 +/- 100	1960 +/- 32
3	MIC/33966-12077	China	238000 +/- 1300	830 +/- 120	2130 +/- 34
4	Proroc/Cerlanseed	US	226000 +/- 1200	990 +/- 120	370 +/- 14
5	National Gypsum/Gold Bond	US	210000 +/- 1200	2010 +/- 150	460 +/- 16
6	GP/Tough Rock	US	220000 +/- 1200	1210 +/- 130	844 +/- 21

A. Major - Calcium

Present - Iron, Strontium, Sulfur

Note: the sulfur line appears as weak peak in the XRF spectrum of each sample
(sulfur cannot be quantified in these samples with Niton XRF unit)

B. XRF Results (total concentration) in ppm +/- 1 standard deviation

Table 3 Tentatively Identified Organic Compounds, estimated concentration (mg/kg)

Sample #	Tentatively Identified Organic Compounds	1		2		3		4		5		6		
		US Gypsum/Humdon		Krusel23928-30085		MCC/33966-13077		PROROCK/retained		National Gypsum/Gold Bond		GPT/Jough Rock		
		US		China		China		US		US		US		
	Gypsum	Paper	Gypsum	Paper	Gypsum	Paper	Gypsum	Paper	Gypsum	Paper	Gypsum	Paper		
	Propylene Glycol	3.74								1.57				
	Ethanol, 2-butyl-	5.40								0.90				
	Hexylene Glycol	5.00								1.88				
	2-Propanol, 1-butyl-	5.94								0.75				
	Ethanol, 2,2'-oxybis-	7.24					3.02							
	Hexanoic acid	7.38									1.48			
	Ethanol, 2,2'-oxybis-	7.43												
	2-Propanol, 1-(2-methoxy-1-methylthio)-	7.83		1.17										
	Ethanol, 1,1'-oxybis(2-ethoxy-)	7.86		3.29	3.15									
	2-Propanol, 1-(2-methylthio)propoxy-	6.03		2.05										
	dipropylene glycol	8.82				2.95								
	Hexanoic acid, 3-ethyl-	6.40								0.55				
	1,3-Pentanediol, 2,2,4-trimethyl-	10.04				1.45								
	Ethanol, 1-(2-m-acyloxythio)-	10.48		6.94	4.26	23.92	1.07							
	Unknown	11.11				2.39								
	Octadecane	11.27								0.56				
	Unknown	11.45				1.52								
	Unknown	11.49				1.77								
	2-Propanol, 1-(2-(2-methoxy-1-methylthio)-1-methylthio)-	11.89		-0.80										
	2-Propanol, 1-(2-(2-methoxy-1-methylthio)-1-methylthio)-isomer	11.74		2.22										
	2-Propanol, 1-(2-(2-methoxy-1-methylthio)-1-methylthio)-isomer	11.78		0.97										
	Hexamethylene glycol diethyl ether (7)	11.92		1.57										
	2-Propanol, 1-(2-methoxy-1-methylthio)- isomer	11.66		1.48	1.60									
	Cyclohexanone, dodecylmethyl-	11.99								6.56				
	2,2,4-Triethyl-1,3-pentanediol diethylmethyl	12.67			14.35					1.00				
	Propionic Acid, 3-methyl-, 2,3-dimethyl-, 1-(2-hydroxy-1-methylthio)propyl ester	12.57					2.79							
	Propionic Acid, 3-methyl-, 2,3-dimethyl-, 1-(2-hydroxy-1-methylthio)propyl ester-unknowns	13.83		57.84		92.38								
	Propionic Acid, 3-methyl-, 2,3-dimethyl-, 1-(2-hydroxy-1-methylthio)propyl ester-unknowns	13.83		98.45		83.67								
	Verolin	13.08			1.90				0.98	0.53	1.58			
	Cyclododecane	13.75				0.24								
	Phenol, 2,6-bis(1,1-dimethylthio)-4-ethyl-	14.81			1.78									
	Unknown	15.11									1.21			
	Octol	16.47								1.28				
	Benzyl Benzoate	16.84			4.24									
	Hexamethyl sulfonide	17.94		0.59										
	n-Hexadecanoic acid	18.27	1.29		1.98	1.19			1.12	0.78	2.44			
	9-Octadecenoic acid, (E)- or oleic acid	18.72	2.76					0.19			1.29			
	Bis(2-ethylthio) malate	18.86			7.00		1.01							
	Octadecanoic acid	19.87									1.91			
	C21 alkane	20.16					8.16	0.20				24.41	1.14	
	n-alkane	20.89	0.27	1.82	0.75	1.94		0.85		0.63		79.78	3.36	
	Tetradecane	21.80	0.46	3.66	1.71	3.59	2.15	1.95	1.32	1.89	1.63	195.23	7.97	
	undecane, 4-phenyl-	22.26					2.13							
	C26 alkane	22.27	0.82	6.61	2.16	8.57	2.57	2.78	2.29	3.03	4.99	266.70	14.28	
	debutylglycol dibenzoate isomer	22.34	0.39	6.28		19.15		7.98	0.18	2.93	0.61	8.98		
	Unknown	22.58						1.82						
	C29 alkane	22.91	0.62	7.92	1.87	3.85	2.21	2.89	3.80	3.48	3.85	455.65	19.01	
	C28 alkane	23.31										19.94	0.86	
	C28 alkane	23.54	0.42	7.35	2.04	5.53	2.95		3.07	4.04	3.47	4.86	690.11	20.68
	Alkane	23.82							0.17				35.47	1.32
	Octadecane	24.15					1.12		1.37	3.06	1.54	3.56		
	Alkane	25.89											20.41	
	Unknown	24.44						0.91						
	C29 alkane	24.14	0.29	4.47	0.92	8.67							113.85	5.90
	C28 alkane	24.77	0.23	4.69	0.83	8.83	1.08	1.20	1.29	1.59	1.16	3.82	129.85	6.16
	C28 alkane	25.28		2.49		3.13	8.72	3.15	0.60	1.48		3.94	128.99	5.77
	alkane	27.21		1.99		3.11		3.11	0.30	0.94		2.78	108.46	4.35
	alkane	27.30	0.27						0.23					
	Bis(2-ethyl sulfone isomer	28.19					0.50							
	Bis(2-ethyl sulfone isomer	28.30		1.33										
	Hexadecane	28.30									2.02	74.28	2.68	
	C23 n-alkane	29.61	0.17											
	beta-Globarol	29.60		0.86							1.65	80.23	1.62	
	Tetradecane	30.82		2.07						1.43	1.13			
	Octadecanoic acid, ethyl ester	30.88												0.94
	Alkane	31.15											28.45	
	C35 Alkane	32.79		0.97										
	18-Perfluorooctanoic acid	32.79							0.94			0.89		
	Unknown	32.79								38.46		69.11	2344.74	95.88
	Total organic:	7.86	73.72	142.11	198.61	233.80	49.84	18.31	24.91	38.46	69.11	2344.74	95.88	

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA

KRISTIN MORGAN CULLITON,

Plaintiff,

Class Representation

vs.

CASE NO. 2008 CA 012639 NC

TAYLOR MORRISON SERVICES,
INC., A DELAWARE CORPORATION,
SUCCESSOR TO MORRISON HOMES,
INC., A DELAWARE CORPORATION
d/b/a MORRISON HOMES, KNAUF
GIPS KG, A GERMAN CORPORATION,
GEBR KNAUF VERWALTUNGSGESELLSCHAFT
KG, A GERMAN CORPORATION, KNAUF
PLASTERBOARD TIANJIN CO. LTD.,
A CHINESE LIMITED CORPORATION,
ROTHCHILT INTERNATIONAL
LTD., A CHINESE LIMITED CORPORATION,
USG CORPORATION, A FOREIGN
CORPORATION, L&W SUPPLY
CORPORATION d/b/a SEACOAST
SUPPLY, A FOREIGN CORPORATION,
BANNER SUPPLY CO., A FLORIDA
CORPORATION.

Defendant.

SECOND AMENDED CLASS ACTION COMPLAINT

Class Representative, Plaintiff, KRISTIN MORGAN CULLITON, on behalf of herself and a class of persons similarly situated (collectively, the "Class"), through undersigned counsel, sues TAYLOR MORRISON SERVICES, INC., A DELAWARE CORPORATION, SUCCESSOR TO MORRISON HOMES, INC., A DELAWARE CORPORATION d/b/a MORRISON HOMES ("Morrison"), KNAUF GIPS KG, A GERMAN CORPORATION ("Knauf Gips"), GEBR KNAUF VERWALTUNGSGESELLSCHAFT KG, A GERMAN CORPORATION ("Gebr. Knauf"), KNAUF PLASTERBOARD TIANJIN CO. LTD., A

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CHINESE LIMITED CORPORATION (“Knauf Tainjin”), ROTHCHILT INTERNATIONAL LTD., A CHINESE LIMITED CORPORATION (“Rothchilt”), USG CORPORATION, A FOREIGN CORPORATION (“USG”), L&W SUPPLY CORPORATION d/b/a SEACOAST SUPPLY, A FOREIGN CORPORATION (“L&W”), and BANNER SUPPLY CO., A FLORIDA CORPORATION (“Banner”) and alleges as follows:

Jurisdiction, Venue and the Parties

1. This action is brought by Plaintiff as a class action, on her own behalf and on behalf of all others similarly situated, to recover full compensation on behalf of all Florida property owners of homes in the State of Florida that were built using drywall manufactured, inspected, distributed, delivered, sold, supplied, installed or otherwise placed into the stream of commerce by Defendants Knauf Gips, Gebr. Knauf, Knauf Tainjin, USG, Rothchilt, L&W and/or Banner. This action is further brought by Plaintiff as a class action, on her own behalf and on behalf of all others similarly situated, to recover full compensation on behalf of all Florida home owners who purchased a home which, during construction of said home, defective drywall was installed. Based upon reasonable belief the defective drywall was manufactured by Knauf Tainjin, which is under direct operational control of either Gebr. Knauf or Knauf Gips, or both, and distributed by or through USG, Rothchilt, L&W and/or Banner during 2004, 2005, 2006 and 2007. This lawsuit also seeks monetary damages for those persons affected by the drywall and its release of toxins which has caused severe structural damage to homes, damages to electrical, plumbing and other metal based components, and the personal property of each of the respective Class and Subclass members.

2. This Court has subject matter jurisdiction over this action pursuant to Section 26.012, Florida Statutes. The aggregate claim or amount in controversy of the Class exceeds

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\$15,000, exclusive of interest, costs and attorney's fees. This Court also has jurisdiction pursuant to Fla. Stat. §48.193, Fla. Stat. §48.181 and Fla. Stat. §47.193.

3. Venue is proper within Sarasota County, Florida pursuant to Section 47.011.

4. Class Representative, Plaintiff, Kristin Morgan Culliton, owns the home located at 15314 Skip Jack Loop, Bradenton, Florida 34202, which was built by Morrison and contained the contaminated drywall believed to be manufactured by Knauf Tainjin and distributed by USG, Rothchilt, L&W and/or Banner. Ms. Culliton has significant damages to her home attributable to the installed drywall which include, but are not limited to, a sulfur-based smell which makes the home uninhabitable, a breakdown and corrosion of major systems in the home including electrical systems, plumbing systems, air-conditioning systems and all other components of the home which are metal based. Further, personal property in the home has been damaged and has either absorbed the smell of the sulfur or has otherwise been contaminated by the sulfuric byproducts emanating from the drywall, which has caused those personal items to be damaged beyond repair. In addition, all of the drywall will have to be removed, disposed of and replaced together with other parts of the residence damaged or destroyed during the removal process, together with the replacement of all damaged personal property.

5. Defendant Morrison is a Delaware corporation doing business in Sarasota County, Manatee County and throughout other counties in the State of Florida. Defendant Morrison is authorized to do business in Florida and is a qualified organization under Section 489 Florida Statutes to engage in general contracting business activities under the Statute.

6. Defendant Knauf Gips is a German corporation doing business in the State of Florida. Knauf Gips is a world-wide leader in manufacturing, sales and distribution of building materials and systems. Knauf Gips, through its subsidiaries and affiliates, operate in more than

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50 countries around the world including the United States. Knauf Gips maintains subsidiary locations in the United States at: 1 Knauf Drive, Shelbyville, Indiana 46176, 400 East Walker Street, Shelbyville, Indiana 46176, 3502 43rd Street SW, Lanett, Alabama 36863 and 3100 Ashby Road, Shasta Lake, California 96019. Upon information and belief, Knauf Gips supervised, operated, trained, regulated, set policy and procedure, and otherwise exercised control and/or had the right and/or the responsibility to control the operation of Knauf Tianjin, and its agents and employees.

7. Knauf Gips which commonly refers to itself as the “Knauf Group” owns 53 stone quarries and 12 mines located in 23 different countries. They also own and operate three plasterboard plants in China, which are located in Wuho, Tianjin and Dongguan. The mining, manufacturing and overall product quality of all Knauf Gips plants and facilities, including Knauf Tianjin, are exclusively controlled according to the requirements, practices and procedures of Knauf Gips’ headquarters in Germany. Knauf Gips maintains subsidiaries, agents, and employees that support all of its divisions, including the drywall division, and its manufacturing plant in Tianjin. Further, Knauf Gips maintains corporate policies and controls for all its subsidiaries and affiliates, which include environmental policies, mining policies, training manuals and support facilities.

8. Upon reasonable information and belief, Knauf Gips, together with its affiliates, actual and/or apparent agents, subsidiaries, including Knauf Tianjin, mined, manufactured, sold, distributed, marketed and placed within the stream of commerce gypsum drywall with the expectation that the drywall would be purchased by consumers in the State of Florida. Upon reasonable information and belief, Knauf Gips, has continuously and systematically distributed and sold drywall to numerous purchasers in the State of Florida and its drywall is installed in

numerous homes in Florida. At all times relevant to this action, Knauf Gips and/or Knauf Tianjin manufactured and sold, directly and indirectly, defective drywall to suppliers, distributors, agents and the like, throughout the State of Florida. More specifically, to Defendants Morrison, USG, Rothchild, L&W and/or Banner. This defective drywall was installed in homes throughout the State of Florida, including the home owned by Kristin Morgan Culliton and built by Morrison. Moreover, Knauf Gips and/or Knauf Tianjin purposefully availed themselves of the jurisdiction of the Court by selling and shipping thousands of units of drywall in multiple shipments that were delivered to the State of Florida at multiple ports.

9. Defendant Gebr. Knauf is a German corporation doing business in the State of Florida. Gebr. Knauf is an affiliate, subsidiary or is otherwise controlled and operated by Knauf Gips. Moreover, Gebr. Knauf and Knauf Gips are located at the same principal address, share the same management and facilities, and otherwise operate as the same corporation. Defendant Gebr. Knauf is the direct parent company of Knauf Tianjin, however, all operational control as outlined in paragraph 7 above, and incorporated herein, is maintained by Knauf Gips for the benefit of both Gebr. Knauf and Knauf Tianjin. Gebr. Knauf also owns a substantial interest (approximately 14%) of Defendant USG and is a joint venture partner with USG.

10. Upon reasonable information and belief, Gebr. Knauf, by virtue of its ownership, affiliation, control, commonality of location and management, together with its affiliates, actual and/or apparent agents, subsidiaries, including Knauf Tianjin, mined, manufactured, sold, distributed, marketed and placed within the stream of commerce gypsum drywall with the expectation that the drywall would be purchased by consumers in the State of Florida. Upon reasonable information and belief, Gebr. Knauf, has continuously and systematically distributed and sold drywall to numerous purchasers in the State of Florida and its drywall is installed in

numerous homes in Florida. At all times relevant to this action, Gebr. Knauf, Knauf Gips and /or Knauf Tianjin manufactured and sold, directly and indirectly, defective drywall to suppliers, distributors, agents and the like, throughout the State of Florida. More specifically, to Defendants Morrison, USG, Rothchilt, L&W and/or Banner. This defective drywall was installed in homes throughout the State of Florida, including the home owned by Kristin Morgan Culliton and built by Morrison. Moreover, Gebr. Knauf , Knauf Gips and/or Knauf Tianjin purposefully availed themselves of the jurisdiction of the Court by selling and shipping thousands of units of drywall in multiple shipments that were delivered to the State of Florida at multiple ports.

11. Defendant Knauf Tianjin is a Chinese corporation doing business in the State of Florida. Knauf Tianjin is involved with the mining, manufacturing and sale of gypsum drywall. Knauf Tianjin is the actual and/or apparent agent of Knauf Gips and/or Gebr. Knauf. At all times relevant to this action, Knauf Tianjin, individually, and/or together with the direction and under the control of Knauf Gips and/or Gebr. Knauf, mined, manufactured, distributed, marketed and placed within the stream of commerce gypsum drywall with the expectation that the drywall would be purchased by thousands of consumers within the State of Florida. Upon reasonable information and belief, Knauf Tianjin, has continuously and systematically distributed and sold drywall to numerous purchasers in the State of Florida and its drywall is installed in numerous homes in Florida. At all times relevant to this action, Knauf Tianjin, individually or at the direction and control of Gebr. Knauf and/or Knauf Gips manufactured and sold, directly and indirectly, defective drywall to suppliers, distributors, agents and the like, throughout the State of Florida. More specifically, to Defendants Morrison, USG, Rothchilt, L&W and/or Banner. This defective drywall was installed in homes throughout the State of Florida, including the home

owned by Kristin Morgan Culliton and built by Morrison. Moreover, Knauf Tianjin purposefully availed itself of the jurisdiction of the Court by selling and shipping thousands of units of drywall in multiple shipments that were delivered to the State of Florida at multiple ports.

12. Defendants Knauf Gips, Gebr. Knauf and Knauf Tianjin, have subjected themselves to personal jurisdiction of this Court under Florida Statutes Section 48.193(2) because they are “engaged in substantial and not isolated activity within this state.” Additionally, the Plaintiff and all members of the Class and Subclass maintain causes of action for injuries sustained by them in the State of Florida arising out of Defendants Knauf Gips, Gebr. Knauf and Knauf Tianjins acts or omissions outside the State of Florida, and at the time of the injury, products, materials or things manufactured by Knauf Gips, Gebr. Knauf and Knauf Tianjin were used and consumed within the State of Florida in the ordinary course of commerce, trade, or use. See Fla. Stat. §48.193(1)(f)(2).

13. Defendant Rothchilt is a Foreign corporation with its principal offices in China, doing business in the State of Florida. Rothchilt sold, distributed, marketed and/or placed within the stream of commerce gypsum drywall with the expectation that the drywall would be purchased by thousands of consumers within the State of Florida. Upon reasonable information and belief, Rothchilt, has continuously and systematically distributed and sold drywall to numerous purchasers in the State of Florida and the drywall sold, supplied or distributed is installed in numerous homes in Florida. At all times relevant to this action, Rothchilt sold, supplied, marketed or otherwise delivered defective drywall that was installed into Plaintiff’s home and/or other Class and Subclass members’ homes.

14. Defendant Rothchilt has subjected itself to personal jurisdiction of this Court under Florida Statutes Section 48.193(2) because it is “engaged in substantial and not isolated activity within this state.” Additionally, the Plaintiff and all members of the Class and Subclass maintain causes of action for injuries sustained by them in the State of Florida arising out of Rothchilt’s acts or omissions outside the State of Florida, and at the time of the injury, products, materials or things processed by Rothchilt were used and consumed within the State of Florida in the ordinary course of commerce, trade, or use. See Fla. Stat. §48.193(1)(f)(2).

15. Defendant USG is a Delaware corporation authorized to do business in the State of Florida. Defendant USG, individually or together with its agents and affiliates, caused defective drywall to be placed in commerce in the State of Florida. This defective drywall was purchased or otherwise consumed by Plaintiff and/or Class and Subclass members in the ordinary course of commerce, trade, or use. USG is the parent company of Defendant L&W.

16. Defendant L&W is a Delaware corporation authorized to do business in the State of Florida. L&W maintains various supply centers throughout the country and in the State of Florida. L&W is the nation’s largest distributor of gypsum drywall.

17. Defendant Banner is a Florida corporation with its principal place of business in Miami-Dade County, Florida. Banner imports and exports gypsum drywall globally and within the State of Florida.

Class Representation Allegations

18.. This action is brought pursuant to Rule 1.220(a) and Rule 1.220(b) (3) of the Florida Rules of Civil Procedure, which Class and Subclass is under review for certification, defined as follows:

The Class (as to all Defendants except Taylor Morrison Services, Inc.):

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All individuals who, on or after January 26, 2005, purchased real property located in the State of Florida that included a structure or structures containing drywall manufactured by Knauf Plasterboard Tianjin Co., Ltd.

The Subclass (as to Defendant Taylor Morrison Services, Inc., only)

All individuals who, on or after January 26, 2004, entered into an agreement to purchase property located in Florida from Taylor Morrison Services, Inc., or any of its predecessors, subsidiaries, or affiliates, which property included a newly constructed residence containing drywall manufactured by Knauf Plasterboard Tianjin Co., Ltd.

19. Each member of the Class owns a home with the affected drywall and said Class members/owners have not had their homes repaired or items replaced. Each member of the Subclass owns a home constructed by or purchased from Morrison that contains the defective drywall and said members/owners have not had their homes repaired or items replaced.

20. The exact number of members of the Class and Subclass, as identified and described in this Complaint, is not known, but it is estimated that there are not less than 100 members in each of the classes. The classes are so numerous that joinder of individual members in this action is impracticable.

21. The claims of the representative party raise questions of law or fact common to the questions of law or fact raised by the claim of each member of the class, namely: *Whether Defendant Morrison installed defective drywall into residential dwellings? If so, is the defectively installed drywall a legal cause of damage to the Plaintiff and the Class and Subclass? Whether the drywall installed was manufactured by Knauf Tianjin, Gerb. Knauf and/or Knauf Gips and distributed by USG, Rothchild. L&W and/or Banner and was either defectively designed, or defectively manufactured. If so, is the defectively designed or manufactured drywall a legal cause of damages to the Plaintiff and the Class and Subclass?*

22. The claim of the representative party is typical of the claims of all members of the Class and Subclass in that they all have homes contaminated with this drywall and its sulfuric

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toxins that have made their homes uninhabitable, has destroyed major construction systems such as electrical, plumbing and air conditioning components, in addition to the loss of personal property throughout their homes.

23. Plaintiff, as representative party, will fairly and adequately protect and represent the interests of each member of the class, because Plaintiff and the members of the Class and Subclass have no conflict of interest, they have a mutual interest in seeking damages against Defendants, and Plaintiff is represented by competent and experienced counsel who have thus far vigorously prosecuted this action and they will continue to prosecute this action to its successful conclusion.

24. The particular facts and circumstances that support the conclusion required of the court in determining that the action may be maintained as a class action pursuant to Rule 1.220(a) and Rule 1.220(b)(3) of the Florida Rules of Civil Procedure are more specifically stated below and incorporated herein.

General Allegations

25. On November 2, 2005, Class Representative, Plaintiff, and Defendant Morrison entered into that certain agreement for the construction and purchase of a home to be located at 15314 Skip Jack Loop, Bradenton, Florida 34202. A copy of said agreement is attached hereto as **Exhibit "A"** and incorporated herein for all purposes ("Contract"). Based upon reasonable belief, the Contract attached hereto as Exhibit "A" that was entered into by and between Class and Subclass Representative, Plaintiff, and Morrison is the same or similar to all contracts entered into by and between the Subclass members and Morrison during the periods of 2004, 2005, 2006 and 2007.

26. As partial consideration for Plaintiff's performance under the Agreement, Defendant guaranteed to Plaintiff certain warranties as enumerated in that certain "two year blanket warranty" which is attached hereto as Exhibit "B" and incorporated herein for all purposes ("Express Warranty"). Based upon reasonable belief, the Express Warranty that was part of the Contract by and between Class and Subclass Representative, Plaintiff, and Morrison is the same or similar to all Express Warranties attached to the Contracts entered into by and between the Subclass members and Morrison during the class period.

27. Plaintiff as Class and Subclass Representative and all other members of the Subclass fulfilled their respective obligations under their Contract(s) by closing and paying the full purchase price agreed to under the Contract(s) and applicable law. More specifically, Plaintiff closed on her home during September 2006.

28. Pursuant to the Express Warranty as referenced above, Morrison warrants that each home will be free from defects in materials and workmanship for a period of two years from the date of closing. Further, pursuant to Paragraph 13 of the Contract, Morrison affirmatively represents that the homes sold will be constructed with materials, fixtures, equipment and appliance of "substantially equal quality and value as utilized in the model homes." Based upon reasonable information and belief, the model homes constructed by Morrison did not contain defective drywall.

29. Unbeknownst to Plaintiff and Subclass members, when Morrison was constructing their respective homes it installed drywall manufactured by Knauf Tianjin and distributed by USG, Rothchild, L&W and/or Banner (hereinafter the above described drywall shall be referred to as "Toxic Drywall")

30. On or about November 1, 2007, Plaintiff began smelling a strong sulfur smell in the home. The sulfur smell was reported to Morrison at the end of November/beginning of December 2007.

31. During this time, Plaintiff was undertaking the process of artificial insemination and received a positive result on or about October 5, 2007. Subsequent to reporting the sulfuric smell in her home she was advised by her treating physician to vacate the home based upon unknown and possible health risks. As a result, on or about December 16, 2007, Plaintiff moved out of her home and has not occupied the home since that time.

32. From the time of reporting the smell (end of November/beginning of December 2007) through March 2008 Morrison failed and refused to properly address Plaintiff's concerns.

33. On or about March 6, 2008, Plaintiff contacted Cool It Man, an air conditioning contractor, to inspect her air conditioning units to make sure they were performing properly. At this meeting, Jeff Reyna, a warranty technician employed by Morrison, was also present.

34. The result of the inspection found that the air conditioning coils had been corroded.

35. On or about March 14, 2008, an authorized representative/employee of Morrison who works in the warranty department visited Plaintiff's home and told her that the odor was emanating from the drywall. She further referenced a letter she was given that was produced by Knauf Tianjin in connection with a previous Morrison home located in Ft. Myers, Florida.

36. On March 17, 2008, the Customer Service Manager for Morrison, Karen Weiss, emailed the Knauf Tianjin letter to Plaintiff. A copy of the letter is attached hereto as **Exhibit "C"**.

37. Subsequent to the air conditioning inspection and delivery of the Knauf Tianjin letter, Morrison offered to install a Lennox Pure Air System into Plaintiff's home, however, Morrison has never taken proper steps to remove the Toxic Drywall or replace Plaintiff's damaged property.

38. On or about October 28, 2008, Plaintiff received a memorandum drafted by Environ International, a testing company hired by a third party to test similar drywall ("Environ Report"). A copy of the memorandum is attached hereto as **Exhibit "D"**.

39. According to the Environ Report, the drywall tested emitted carbon disulfide, carbonyl sulfide and hydrogen sulfide, which causes the smell and further causes corrosion to various metals including copper. More specifically, the Environ Report provides that the drywall is unreasonably defective, because of its defective nature, it interacts with other conditions and elements, causing damage to other property within the homes, including, but not limited to, HVAC coils, certain electrical and plumbing components, and other affected materials and items. The corrosion and damage is observable as a black surface accumulation and pitting on the other property.

40. To date, Morrison, Knauf Tianjin, Knauf Gips, Gerb. Knauf, USG, Rothchilt, L&W and/or Banner have not taken steps to cure Plaintiff and Class and Subclass member's damages.

41. As to Plaintiff, Class and Subclass members, the Toxic Drywall was installed by installers under contract with Morrison who acquired the Toxic Drywall, directly or indirectly, from suppliers, who acquired the Toxic Drywall from manufacturers and/or manufacturer's principals.

42. All conditions precedent to bringing this action have either occurred or have otherwise been waived. Specifically, to Defendant Morrison, all requirements under Florida Statute Section 558 have been complied with or otherwise waived by Defendant Morrison.

Count I Breach of Contract Against Morrison

43. Plaintiff on behalf of herself and all Subclass members brings this cause of action for Breach of Contract against Defendant Morrison.

44. Plaintiff on behalf of herself and all Subclass members realleges and incorporate herein the allegations contained in paragraphs 1 through 42 above.

45. Pursuant to the terms of the Contract attached hereto as Exhibit "A" which incorporates the Express Warranty attached hereto as Exhibit "B" Defendant Morrison warranted these homes to be free from defects in materials and workmanship. Further, pursuant to Paragraph 13 of the Contract, Morrison affirmatively represents that the homes sold will be constructed with materials, fixtures, equipment and appliance of "substantially equal quality and value as utilized in the model homes." Based upon reasonable information and belief, the model homes constructed by Morrison did not contain defective drywall.

46. The Expressed Two Year Blanket Warranty provides in pertinent part: "Morrison Homes warrants your home to be free from defects in materials and workmanship for a period of two years from date of closing." As stated above, Plaintiff maintains that defective building materials were installed in her home as well as into those homes of the Subclass members. The specific defective material is defined above as Toxic Drywall that was installed by Morrison subcontractors.

47. As such, the Expressed Two Year Blanket Warranty applies to all building materials as any exclusion outlined in the Warranty only applies to products and not materials.

48. Defendant Morrison has breached the aforementioned Contract and Expressed Warranty by installing Toxic Drywall into Plaintiff's and Subclass members' homes.

49. Despite proper notice and demand for Morrison to cure the defects, Morrison has failed and refused to do the same.

50. As a direct and/or proximate result of Morrison installing the Toxic Drywall, Plaintiff and all Class and Subclass members have been damaged.

WHEREFORE, Plaintiff on behalf of herself and all Subclass members demands judgment against Defendant Morrison together with costs, prejudgment interest and for such other and further relief as this Court deems just and proper.

Count II Breach of Implied Warranty of Habitability Against Morrison

51. Plaintiff on behalf of herself and all Subclass members brings this cause of action for Breach of Implied Warranty of Habitability against Defendant Morrison.

52. Plaintiff on behalf of herself and all Subclass members realleges and incorporates herein the allegations contained in paragraphs 1 through 42 above.

53. At the time of Plaintiff and all Subclass members' purchase of their respective homes, said homes were new and had not been previously inhabited.

54. Said residence(s) were constructed by Defendant Morrison for the purpose of sale and were delivered by Defendant to Plaintiff and all Subclass members in a defective condition. The defective condition pertinent to this claim involves the installation of Toxic Drywall.

55. Plaintiff has notified Defendant Morrison of said defective condition and Defendant Morrison has failed and/or refused to correct the defective condition.

56. The defective condition complained of renders the affected dwelling uninhabitable and affects the major systems and components of the respective dwellings.

57. Defendant Morrison has therefore breached the implied warranty of habitability which was extended to Plaintiff and all Subclass members through the sale of said property.

58. Paragraph 6 of the Contract attached hereto as Exhibit "A" outlines Morrison's Express Warranty obligations. The provision explicitly directs purchasers to either Morrison's Two Year Blanket Warranty or to its Ten Year Structural Warranty. This Contract provision also provides in standard font, after a capitalized section, the following language: "and Purchaser hereby waives all such implied or statutory warranties."

59. The "waiver" contained in Paragraph 6 of the Contract is ineffective and unenforceable as a matter of law. The "waiver" is specifically drafted and designed to be unclear, hidden or otherwise deceptive.

60. As mentioned above, Paragraph 6 of the Contract specifically directs purchasers to two separate documents that form the basis for Morrison's warranty obligations. On the face of the Two Year Blanket Warranty as shown in Exhibit "B" attached hereto and in Section B(1)(4) the following language is present: "Except as set forth in connection with the Ten Year Limited Structural Warranty, Morrison Homes makes no other warranty, expressed or implied."

61. Nowhere contained in the Two Year Blanket Warranty is there a disclaimer or waiver of implied warranties. To the contrary, Morrison simply states that it "makes no other" warranties. This language does not amount to a legal and enforceable waiver on the part of the Plaintiff and Subclass members.

62. In light of the ineffective language used in Paragraph 6 of the Contract in addition to the inconsistency and ambiguity between the Contract and the Two Year Blanket Warranty, the implied warranty of habitability is a sustainable cause of action.

63. As a direct and/or proximate result of Defendant Morrison's breach of the implied warranty of habitability, Plaintiff and all Subclass members will be required to expend large sums of money for the repair and correction of the problems caused by Defendant's breach.

WHEREFORE, Plaintiff on behalf of herself and all Subclass members' demands judgment against Defendant Morrison together with costs, prejudgment interest and for such other and further relief as this Court deems just and proper.

Count III Breach of Implied Warranty of Fitness Against Morrison

64. Plaintiff on behalf of herself and all Subclass members brings this cause of action for Breach of Implied Warranty against Defendant Morrison.

65. Plaintiff on behalf of herself and all Subclass members realleges and incorporates herein the allegations contained in paragraphs 1 through 42 above.

66. Plaintiff and all Subclass members are now, and at all times mentioned in this Complaint, the owners of residential dwellings constructed and sold by Morrison.

67. At all times relevant to the events described in this Complaint, Defendant Morrison was a professional building contractor.

68. As stated above, Plaintiff and all Subclass members entered into a Contract to purchase new homes with Defendant Morrison.

69. An implied term of the Contract was that Defendant would construct the residential house in a manner that meets ordinary standards reasonably to be expected of living quarters of comparable kind and quantity. Plaintiff and all Subclass members relied on Defendant to construct residential houses that met those standards of fitness.

70. Plaintiff and all Subclass members have performed under their respective Contracts and taken delivery of their respective homes.

71. Subsequent to closing on Plaintiff's home, it was discovered Defendant Morrison had failed to construct the house in a reasonable manner in that Morrison installed defective drywall.

72. Plaintiff sent Defendant a written demand that Defendant repair the deficiencies in construction of the house. However, Defendant refused to make the repairs.

73. As a result of Defendant's failure to honor Plaintiff's request, Plaintiff and all Subclass members have been damaged.

74. Plaintiff is reasonably certain to suffer additional damages in the future for the repair of defects caused because of Defendant's breach of the implied warranty of fitness in failing to properly construct Plaintiff's and all Subclass members' houses. The repairs are necessary to make the house(s) a safe and suitable place for housing Plaintiff and all Subclass members.

75. Defendant should have foreseen that all of the items of damage would occur due to Defendant's failure to construct the residential house(s) in a manner that meets ordinary standards reasonably to be expected of living quarters of comparable kind and quantity.

76. Paragraph 6 of the Contract attached hereto as Exhibit "A" outlines Morrison's Expressed Warranty obligations. The provision explicitly directs purchasers to either Morrison's Two Year Blanket Warranty or to its Ten Year Structural Warranty. This Contract provision also provides in standard font, after a capitalized section, the following language: "and Purchaser hereby waives all such implied or statutory warranties."

77. The "waiver" contained in Paragraph 6 of the Contract is ineffective and unenforceable as a matter of law. The "waiver" is specifically drafted and designed to be unclear, hidden, or otherwise deceptive.

78. As mentioned above, Paragraph 6 of the Contract specifically directs purchasers to two separate documents that form the basis for Morrison's warranty obligations. On the face of the Two Year Blanket Warranty as shown in Exhibit "B" attached hereto and in Section B(1)(4) the following language is present: "Except as set forth in connection with the Ten Year Limited Structural Warranty, Morrison Homes makes no other warranty, expressed or implied."

79. Nowhere contained in the Two Year Blanket Warranty is there a disclaimer or waiver of implied warranties. To the contrary, Morrison simply states that it "makes no other" warranties. This language does not amount to a legal and enforceable waiver on the part of the purchaser.

80. In light of the ineffective language used in Paragraph 6 of the Contract in addition to the inconsistency and ambiguity between the Contract and the Two Year Blanket Warranty, the implied warranty of fitness is a sustainable cause of action.

WHEREFORE, Plaintiff on behalf of herself and all Subclass members' demands judgment against Defendant Morrison together with costs, prejudgment interest and for such other and further relief as this Court deems just and proper.

Count IV Negligent Construction Against Morrison

81. Plaintiff on behalf of herself and all Subclass members brings this cause of action for Negligent Construction against Defendant Morrison.

82. Plaintiff on behalf of herself and all Subclass members realleges and incorporates herein the allegations contained in paragraphs 1 through 42 above.

83. Defendant Morrison owed a duty to Plaintiff and all Subclass members to install materials free from defects and to comply with all industry standards for construction.

84. Defendant Morrison breached that duty by installing defective materials into the respective dwellings and failing to comply with industry standards for construction.

85. The aforementioned breach of duty caused damages to other property that needs to be repaired and/or replaced.

86. As a direct and/or proximate result of Defendant Morrison's negligent construction practices, Plaintiff and all Subclass members have suffered damages separate and apart from those damages resulting from the breach of contract.

WHEREFORE, Plaintiff on behalf of herself and all Subclass members' demands judgment against Defendant Morrison together with costs, prejudgment interest and for such other and further relief as this Court deems just and proper.

Count V Vicarious Liability Against Knauf Gips

87. Plaintiff on behalf of herself and all Class and Subclass members brings this cause of action for Vicarious Liability against Knauf Gips for negligent and wrongful acts of its actual and/or apparent agent Knauf Tianjin.

88. Plaintiff on behalf of herself and all Class and Subclass members realleges and incorporates herein the allegations contained in paragraphs 1 through 42 above.

89. Knauf Gips created, owns, operates, and controls Knauf Tianjin, its operations, employees, and agents. Knauf Gips maintains exclusive control over all operations, implements policies and procedures, product quality standards and provides training to Knauf Tianjin.

90. As a result of the ownership and control exercised by Knauf Gips over Knauf Tianjin, Knauf Gips acknowledges that Knauf Tianjin would act on its behalf as its actual and/or apparent agent.

91. Knauf Tianjin accepted the agency to act on behalf of Knauf Gips.

92. Upon reasonable information and belief Knauf Gips supervises, monitors, and controls the daily operations of Knauf Tianjin, including the mining, manufacturing, distribution, marketing, and sales of gypsum drywall.

93. Consequently, Knauf Gips is vicariously liable for all of the damages caused by the negligent and wrongful conduct of its actual and/or apparent agent, Knauf Tianjin. As a result of Knauf Gips' and/or Knauf Tianjin's wrongful conduct, Plaintiff, Class members and Subclass members have been damaged.

94. These damages include but are not limited to the costs to repair each party Plaintiff's homes, the costs to remove and replace drywall, the replacement of damaged other property, costs associated with the loss of use of the affected homes, the damages associated with rendering the affected homes unmarketable and all other direct and ancillary damages resulting from the installation of the Toxic Drywall.

WHEREFORE, Plaintiff on behalf of herself and all Class and Subclass members demands judgment against Knauf Gips together with costs, prejudgment interest and for such other and further relief as this Court deems just and proper.

Count VI Vicarious Liability Against Gebr. Knauf

95. Plaintiff on behalf of herself and all Class and Subclass members brings this cause of action for Vicarious Liability against Gebr. Knauf for negligent and wrongful acts of its actual and/or apparent agent Knauf Tianjin.

96. Plaintiff on behalf of herself and all Class and Subclass members realleges and incorporates herein the allegations contained in paragraphs 1 through 42 above.

97. Gebr. Knauf created, owns, operates, and controls Knauf Tianjin, its operations, employees, and agents. Gebr. Knauf maintains exclusive control over all operations, implements policies and procedures, product quality standards and provides training to Knauf Tianjin.

98. As a result of the ownership and control exercised by Gebr.Knauf over Knauf Tianjin, Gebr. Knauf acknowledges that Knauf Tianjin would act on its behalf as its actual and/or apparent agent.

99. Knauf Tianjin accepted the agency to act on behalf of Gebr. Knauf.

100. Upon reasonable information and belief Gebr. Knauf supervises, monitors, and controls the daily operations of Knauf Tianjin, including the mining, manufacturing, distribution, marketing, and sales of gypsum drywall.

101. Consequently, Gebr. Knauf is vicariously liable for all of the damages caused by the negligent and wrongful conduct of its actual and/or apparent agent, Knauf Tianjin. As a result of Gebr. Knauf's and/or Knauf Tianjin's wrongful conduct, Plaintiff, Class members and Subclass members have been damaged.

102. These damages include, but are not limited to, the costs to repair each of the party Plaintiff's homes, the costs to remove and replace drywall, the replacement of damaged other property, costs associated with the loss of use of the affected homes, the damages associated with rendering the affected homes unmarketable and all other direct and ancillary damages resulting from the installation of the Toxic Drywall.

WHEREFORE, Plaintiff on behalf of herself and all Class and Subclass members' demands judgment against Gebr. Knauf together with costs, prejudgment interest and for such other and further relief as this Court deems just and proper.

Count VII Products Liability Against Knauf Tianjin, Knauf Gips and Gebr. Knauf

103. Plaintiff on behalf of herself and all Class and Subclass members brings this cause of action for damages based upon Products Liability against Defendants Knauf Tianjin, Knauf Gips and Gebr. Knauf.

104. Plaintiff on behalf of herself and all Class and Subclass members realleges and incorporates herein the allegations contained in paragraphs 1 through 42 above.

105. At all times pertinent to this Complaint, Defendants Knauf Tianjin, Knauf Gips and/or Gebr. Knauf were in the business of designing and manufacturing drywall for sale to the general public.

106. Sometime prior to the construction of Plaintiff's and all Class and Subclass members' homes, Defendants Knauf Tianjin, Knauf Gips and/or Gebr. Knauf designed and manufactured defective drywall for delivery to various distributors for resale to the general public.

107. The drywall manufactured, sold, and/or distributed by Defendants Knauf Tianjin, Knauf Gips and/or Gebr. Knauf is unreasonably defective because it has caused damages to other property in the homes of Plaintiff's and all Class and Subclass members' homes.

108. Plaintiff and all Class and Subclass members purchased the defective drywall either directly or indirectly and the same was installed into their respective homes. At the time of the purchase and installation, the defective drywall was used for its intended purpose and was installed in the normal course of construction without any known changes or alterations to its condition.

109. At the time that Plaintiff and all Class and Subclass members purchased their homes that contained the drywall it contained a defect that rendered it unsafe and unreasonably dangerous for its intended use in that it emanates various toxins including carbon disulfide,

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carbonyl sulfide and hydrogen sulfide, which causes a sulfuric smell and further causes corrosion to various metals including copper.

110. As a direct and/or proximate result of the defect described above, Plaintiff and all Class and Subclass members have sustained damages to their dwellings and other property. These damages include but are not limited to, the corrosion of copper HVAC coils, certain electrical and plumbing components, various metals and other property in their respective homes.

111. As a result, Plaintiff and all Class and Subclass members have been damaged. These damages include, but are not limited to, the costs to repair each of the party Plaintiff's homes, the costs to remove and replace drywall, the replacement of damaged other property, costs associated with the loss of use of the affected homes, the damages associated with rendering the affected homes unmarketable and all other direct and ancillary damages resulting from the installation of the Toxic Drywall.

WHEREFORE, Plaintiff on behalf of herself and all Class and Subclass members demands judgment against Defendants Knauf Tianjin, Knauf Gips and/or Gebr. Knauf together with costs, prejudgment interest and for such other and further relief as this Court deems just and proper.

Count VIII Negligence Against Knauf Tianjin, Knauf Gips and Gebr. Knauf

112. Plaintiff on behalf of herself and all Class and Subclass members brings this cause of action for damages based upon Negligence against Defendants Knauf Tianjin, Knauf Gips and Gebr. Knauf.

113. Plaintiff on behalf of herself and all Class and Subclass members realleges and incorporates herein the allegations contained in paragraphs 1 through 42 above.

114. At all times pertinent to this Complaint, Defendants Knauf Tianjin, Knauf Gips and/or Gebr. Knauf were in the business of designing and manufacturing drywall for sale to the general public.

115. At all times pertinent to this Complaint, Defendants Knauf Tianjin, Knauf Gips and/or Gebr. Knauf mined, manufactured, and sold defective drywall that was installed into Plaintiff's and all Class and Subclass member's homes.

116. Plaintiff and all Class and Subclass members were foreseeable end-users in the ordinary stream of commerce of the defective drywall being manufactured, sold and/or distributed by Defendants Knauf Tianjin, Knauf Gips and/or Gebr. Knauf. Consequently, Defendants Knauf Tianjin, Knauf Gips and/or Gebr. Knauf owed a duty to Plaintiff and all Class and Subclass members to exercise reasonable care in mining, manufacturing, distribution and sale of drywall to ensure that the drywall was free from defects.

117. Defendants Knauf Tianjin, Knauf Gips and/or Gebr. Knauf, in breach of the duty described above, negligently and/or carelessly mined the products or elements used to produce the drywall, negligently and/or carelessly manufactured the drywall, failed to test the drywall's components, or was otherwise, negligent or careless in its oversight of the mining and manufacturing process. Defendants Knauf Tianjin, Knauf Gips and/or Gebr. Knauf were further negligent in distributing and selling drywall that was defective, and failing to warn its customers that the drywall was defective. Moreover, Defendants Knauf Tianjin, Knauf Gips and/or Gebr. Knauf failed to implement proper quality control mechanisms for detecting defects in the drywall they were manufacturing, distributing and selling.

118. As a direct and/or proximate result of the negligence described above, Plaintiff and all Class and Subclass members have sustained damages to their dwellings and other

property. These damages include but are not limited to, the corrosion of copper HVAC coils, certain electrical and plumbing components, various metals, and other property in their respective homes.

119. As a result, Plaintiff and all Class and Subclass members have been damaged. These damages include but are not limited to the costs to repair each of the party Plaintiff's homes, the costs to remove and replace drywall, the replacement of damaged other property, costs associated with the loss of use of the affected homes, the damages associated with rendering the affected homes unmarketable and all other direct and ancillary damages resulting from the installation of the Toxic Drywall.

WHEREFORE, Plaintiff on behalf of herself and all Class and Subclass members demands judgment against Defendants Knauf Tianjin, Knauf Gips and/or Gebr. Knauf together with costs, prejudgment interest and for such other and further relief as this Court deems just and proper.

Count IX Breach of Implied Warranty Against Knauf Tianjin, Knauf Gips and Gebr.

Knauf

120. This is an action against Knauf Tianjin, Knauf Gips and Gebr. Knauf for breach of implied warranty of merchantability under Florida common law.

121. Plaintiff on behalf of herself and all Class and Subclass members reasserts the allegations in paragraphs 1 through 42 above as fully set forth herein.

122. At all times pertinent to this Complaint, Knauf Tianjin, Knauf Gips and Gebr. Knauf mined, manufactured, processed, marketed, distributed and sold drywall.

123. At the times when Knauf Tianjin, Knauf Gips and Gebr. Knauf mined, manufactured, processed, marketed, distributed and sold drywall for use in the construction of

Plaintiffs' and all Class and Subclass members' homes, Defendants Knauf Tianjin, Knauf Gips and Gebr. Knauf knew of the use for which its drywall was intended and impliedly warranted the drywall to be of merchantable quality and fit for its intended use.

124. Defendants Knauf Tianjin, Knauf Gips and Gebr. Knauf impliedly represented and warranted to Plaintiffs and all Class and Subclass members that their drywall was safe and of merchantable quality and fit for the ordinary use for which said drywall was to be used.

125. The aforementioned representations and warranties are false, misleading and inaccurate. To the contrary, Defendants Knauf Tianjin, Knauf Gips and Gebr. Knauf's drywall is unsafe, unreasonably dangerous, not fit for its intended purpose or use, not of merchantable quality, defective and has caused damage to Plaintiff and all Class and Subclass members.

126. Plaintiff and all Class and Subclass members reasonably relied upon the aforementioned implied warranty of merchantability of fitness for a particular use and purpose.

127. Plaintiff and all Class and Subclass members reasonably relied upon expertise, skill and superior knowledge of Defendants Knauf Tianjin, Knauf Gips and Gebr. Knauf as to whether their drywall is of merchantable quality and safe and fit for a particular use and purpose.

128. Defendants Knauf Tianjin, Knauf Gips and Gebr. Knauf drywall was placed into the stream of commerce in a defective, unsafe and unreasonably dangerous condition and the products and materials were expected to, and did, reach users, handlers, and persons coming into contact with said products without substantial change in the condition in which they were sold.

129. Defendants Knauf Tianjin, Knauf Gips and Gebr. Knauf breached the aforementioned implied warranties and their drywall is defective and is not fit for its intended purpose and use.

130. As a direct and/or proximate result of the breach of implied warranties as described above, Plaintiff and all Class and Subclass members have sustained damages to their dwellings and other property. These damages include, but are not limited to, the corrosion of copper HVAC coils, certain electrical and plumbing components, various metals, and other property in their respective homes.

131. As a result, Plaintiff and all Class and Subclass members have been damaged. These damages include but are not limited to the costs to repair each of the party Plaintiff's homes, the costs to remove and replace drywall, the replacement of damaged other property, costs associated with the loss of use of the affected homes, the damages associated with rendering the affected homes unmarketable and all other direct and ancillary damages resulting from the installation of the Toxic Drywall.

WHEREFORE, Plaintiff on behalf of herself and all Class and Subclass members demands judgment against Defendants Knauf Tianjin, Knauf Gips and/or Gebr. Knauf together with costs, prejudgment interest and for such other and further relief as this Court deems just and proper.

Count X Products Liability Against Rothchilt

132. Plaintiff on behalf of herself and all Class and Subclass members brings this cause of action for damages based upon Products Liability against Defendant Rothchilt.

133. Plaintiff on behalf of herself and all Class and Subclass members realleges and incorporates herein the allegations contained in paragraphs 1 through 42 above.

134. At all times pertinent to this Complaint, Defendant Rothchilt was in the business of supplying and/or distributing drywall to the United States for sale to the general public or otherwise was contracted with Morrison and/or its subcontractors for the purchase of drywall. Upon information and belief, some, if not all, of the defective drywall installed in the Plaintiff's and all Class and Subclass members' homes was sent from Knauf Tianjin, Knauf Gips and/or Gebr. Knauf to Rothchilt.

135. The defective drywall supplied and/or distributed by Rothchilt is unreasonably defective because it has caused damages to other property in the homes of Plaintiff and all Class and Subclass members' homes.

136. At the time Rothchilt supplied and/or distributed the defective drywall it was expected to reach Plaintiff and all Class and Subclass members' homes.

137. Plaintiff and all Class and Subclass members purchased the defective drywall either directly or indirectly and the same was installed into their respective homes. At the time of the purchase and installation, the defective drywall was used for its intended purpose and was installed in the normal course of construction without any known changes or alterations to its condition.

138. At the time that Plaintiff and all Class and Subclass members purchased their homes that contained the drywall it contained a defect that rendered it unsafe and unreasonably dangerous for its intended use in that it emanates various toxins including carbon disulfide, carbonyl sulfide and hydrogen sulfide, which causes a sulfuric smell and further causes corrosion to various metals including copper.

139. As a direct and/or proximate result of the defect described above, Plaintiff and all Class and Subclass members have sustained damages to their dwellings and other property.

These damages include, but are not limited to, the corrosion of copper HVAC coils, certain electrical and plumbing components, various metals and other property in their respective homes.

140. As a result, Plaintiff and all Class and Subclass members have been damaged. These damages include but are not limited to the costs to repair each of the party Plaintiff's homes, the costs to remove and replace drywall, the replacement of damaged other property, costs associated with the loss of use of the affected homes, the damages associated with rendering the affected homes unmarketable and all other direct and ancillary damages resulting from the installation of the Toxic Drywall.

WHEREFORE, Plaintiff on behalf of herself and all Class and Subclass members demands judgment against Defendant Rothchilt together with costs, prejudgment interest and for such other and further relief as this Court deems just and proper.

Count XI Products Liability Against L&W

141. Plaintiff on behalf of herself and all Class and Subclass members brings this cause of action for damages based upon Products Liability against Defendant L&W.

142. Plaintiff on behalf of herself and all Class and Subclass members realleges and incorporates herein the allegations contained in paragraphs 1 through 42 above.

143. At all times pertinent to this Complaint, Defendant L&W was in the business of supplying and/or distributing drywall in the United States for sale to the general public or otherwise was contracted with Morrison and/or its subcontractors for the purchase of drywall. Upon information and belief, some, if not all, of the defective drywall installed in the Plaintiff's and all Class and Subclass members' homes was sent from Knauf Tianjin, Knauf Gips and/or Gebr. Knauf to L&W.

144. The defective drywall supplied and/or distributed by L&W is unreasonably defective because it has caused damages to other property in the homes of Plaintiff and all Class and Subclass members' homes.

145. At the time L&W supplied and/or distributed the defective drywall it was expected to reach Plaintiff and all Class and Subclass members' homes.

146. Plaintiff and all Class and Subclass members purchased the defective drywall either directly or indirectly and the same was installed into their respective homes. At the time of the purchase and installation, the defective drywall was used for its intended purpose and was installed in the normal course of construction without any known changes or alterations to its condition.

147. At the time that Plaintiff and all Class and Subclass members purchased their homes that contained the drywall it contained a defect that rendered it unsafe and unreasonably dangerous for its intended use in that it emanates various toxins including carbon disulfide, carbonyl sulfide and hydrogen sulfide, which causes a sulfuric smell and further causes corrosion to various metals including copper.

148. As a direct and/or proximate result of the defect described above, Plaintiff and all Class and Subclass members have sustained damages to their dwellings and other property. These damages include, but are not limited to, the corrosion of copper HVAC coils, certain electrical and plumbing components, various metals and other property in their respective homes.

149. As a result, Plaintiff and all Class and Subclass members have been damaged. These damages include but are not limited to the costs to repair each of the party Plaintiff's homes, the costs to remove and replace drywall, the replacement of damaged other property, costs associated with the loss of use of the affected homes, the damages associated with

rendering the affected homes unmarketable and all other direct and ancillary damages resulting from the installation of the Toxic Drywall.

WHEREFORE, Plaintiff on behalf of herself and all Class and Subclass members demands judgment against Defendant L&W together with costs, prejudgment interest and for such other and further relief as this Court deems just and proper.

Count XII Products Liability Against Banner

150. Plaintiff on behalf of herself and all Class and Subclass members brings this cause of action for damages based upon Products Liability against Defendant Banner.

151. Plaintiff on behalf of herself and all Class and Subclass members realleges and incorporates herein the allegations contained in paragraphs 1 through 42 above.

152. At all times pertinent to this Complaint, Defendant Banner was in the business of supplying and/or distributing drywall in the United States for sale to the general public or otherwise was contracted with Morrison and/or its subcontractors for the purchase of drywall. Upon information and belief, some, if not all, of the defective drywall installed in the Plaintiff's and all Class and Subclass members' homes was sent from Knauf Tianjin, Knauf Gips and/or Gebr. Knauf to Banner.

153. The defective drywall supplied and/or distributed by Banner is unreasonably defective because it has caused damages to other property in the homes of Plaintiff and all Class and Subclass members' homes.

154. At the time Banner supplied and/or distributed the defective drywall it was expected to reach Plaintiff and all Class and Subclass members' homes.

155. Plaintiff and all Class and Subclass members purchased the defective drywall either directly or indirectly and the same was installed into their respective homes. At the time of

the purchase and installation, the defective drywall was used for its intended purpose and was installed in the normal course of construction without any known changes or alterations to its condition.

156. At the time that Plaintiff and all Class and Subclass members purchased their homes that contained the drywall it contained a defect that rendered it unsafe and unreasonably dangerous for its intended use in that it emanates various toxins including carbon disulfide, carbonyl sulfide and hydrogen sulfide, which causes a sulfuric smell and further causes corrosion to various metals including copper.

157. As a direct and/or proximate result of the defect described above, Plaintiff and all Class and Subclass members have sustained damages to their dwellings and other property. These damages include but are not limited to, the corrosion of copper HVAC coils, certain electrical and plumbing components, various metals and other property in their respective homes.

158. As a result, Plaintiff and all Class and Subclass members have been damaged. These damages include but are not limited to the costs to repair each of the party Plaintiff's homes, the costs to remove and replace drywall, the replacement of damaged other property, costs associated with the loss of use of the affected homes, the damages associated with rendering the affected homes unmarketable and all other direct and ancillary damages resulting from the installation of the Toxic Drywall.

WHEREFORE, Plaintiff on behalf of herself and all Class and Subclass members demands judgment against Defendant Banner together with costs, prejudgment interest and for such other and further relief as this Court deems just and proper.

Count XIII Negligence Against Rothchilt, L&W and Banner

159. Plaintiff on behalf of herself and all Class and Subclass members brings this cause of action for damages based upon Negligence against Defendants Rothchilt, L&W and Banner.

160. Plaintiff on behalf of herself and all Class and Subclass members realleges and incorporates herein the allegations contained in paragraphs 1 through 42 above.

161. Defendants Rothchilt, L&W and Banner had a duty to exercise reasonable care in processing, distributing, delivering, supplying, inspecting, and/or selling drywall the Defendants placed into the stream of commerce, including a duty to assure that the product would perform as intended and would not cause the damage as described herein.

162. Defendants Rothchilt, L&W and Banner breached their duty by failing to exercise ordinary care in the processing, distributing, delivering, supplying, inspecting and/or selling drywall into the stream of commerce in that Defendants knew or should have known that the product was defective, did not function as intended and/or created a high risk of unreasonable, dangerous side effects.

163. The negligence of Defendants Rothchilt, L&W and Banner, their agents, servants, and/or employees, included, but was limited to, the following acts and/or omissions:

- a. selling drywall without performing proper and sufficient tests to determine the dangers to its users;
- b. negligently failing to adequately and correctly warn the Plaintiffs and Plaintiff Class and Subclass members and the public, of the dangers of Defendants' drywall;
- c. negligently failing to recall or otherwise notify users at the earliest date that it became known that said product was, in fact, dangerous and defective;

- d. negligently advertising and recommending the use of the aforesaid without sufficient knowledge as to its manufacturing defect and dangerous propensities;
- e. negligently representing that Defendant's drywall was safe for its intended purpose when, in fact, its safety is questionable;
- f. negligently manufacturing drywall in a manner which was dangerous to its users;
- g. negligently processing drywall in a manner which was dangerous to its users;
- h. negligently distributing drywall in a manner which was dangerous to its users;
- i. negligently delivering drywall in a manner which was dangerous to its users;
- j. concealing information concerning reports of adverse effects from the Plaintiff and Plaintiff Class and Subclass members while knowing that Defendants drywall was unsafe, dangerous and non-conforming with accepted industry standards;
- k. improperly concealing and/or misrepresenting information from the Plaintiff and Plaintiff Class Members and/or the public, concerning the severity of risks and dangers of Defendants' drywall and/or the manufacturing defect; and
- l. negligently importing drywall without confirming that the drywall complied with all local, State and Federal regulations, laws and guidelines.

164. Defendants Rothchilt, L&W and Banner were negligent in the processing, distributing, delivering, supplying, inspecting and/or selling of Defendants' drywall in that they:

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- a. failed to use due care in selling, supplying and distributing their drywall so as to avoid the aforementioned risks when the drywall was used for its intended purpose;
- b. failing to conduct adequate testing to determine the safety of their drywall; and
- c. failing to warn Plaintiffs and Plaintiff Class and Subclass members, prior to actively encouraging the sale of their drywall either directly or indirectly, orally or in writing, about the defective nature of the product; and were otherwise negligent.

165. Upon information and belief, despite the fact that Defendants Rothchilt, L&W and Banner knew or should have known that their drywall caused unreasonably dangerous side effects due to its manufacturing defect, Defendants continued to process, distribute, deliver, supply and/or sell drywall to the Plaintiff and all Class and Subclass members.

166. Defendants Rothchilt, L&W and Banner knew or should have known that consumers such as Plaintiff and all Class and Subclass members would foreseeably suffer injury, and/or be at increased risk of suffering injury, financial harm, as a result of Defendants' failure to exercise ordinary care.

167. Defendants' Rothchilt, L&W and Banner negligence was the proximate cause of Plaintiff's and all Class and Subclass members' damages, injuries, harm and economic loss which they suffered and will continue to suffer.

168. As a result, Plaintiff and all Class and Subclass members have suffered and will continue to suffer actual damages.

169. As a result of the foregoing acts and omissions, Plaintiff and all Class and Subclass members require and/or will require extensive reconstruction and repairs of their homes, and will incur repair and replacement costs of other personal property.

Prayer for Relief as to all Defendants

WHEREFORE, Plaintiff and all Class and Subclass members demand judgment against the Defendants, individually and/or jointly and severally, as follows:

- a. An Order certifying the Class, appointing Kristin Culliton as Class Representative and appointing Darren R. Inverso and Christopher Casper as counsel to the Class and Subclass;
- b. Equitable, injunctive and declaratory relief;
- c. Damages in an amount to be determined at trial, but in an amount exceeding Fifteen thousand dollars;
- d. Pre-judgment and post-judgment interest at the maximum rate allowable at law;
- e. The costs and disbursements incurred by Plaintiff and all Class and Subclass members in connection with this action, including reasonable attorneys' fees;
- f. All statutory damages, if any;
- g. Disgorgement of Defendants' profits from the sale of drywall;
- h. Reimbursement for all costs and expenses incurred in the repair of any purchase price paid, including, but not limited to, insurance co-payments, interest on these amounts from the date of purchase, attorneys' fees and costs, non-pecuniary damages, as well as any other legal or equitable relief to which Plaintiffs may be entitled; and
- i. Such other and further as this Court deems just and proper.

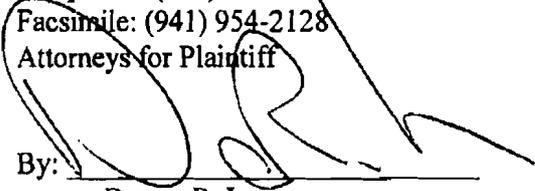
Demand For Jury Trial

Plaintiff and all Class and Subclass members hereby demands trial by jury for all issues so triable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail, postage prepaid, to: Stephen Walker, Esq., 401 E. Jackson Street, Ste. 2225, Tampa, FL 33602 on this 16 day of February, 2009.

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Morrison Homes

Sheet#0
Date: 11/02/08
Type: 120031
Set: 2010503
CR: 112584

TAMPA DIVISION

PURCHASER: John Morris Collins Home Phone 813-360-1741 Work Phone

PURCHASER: Home Phone Work Phone

MAILING ADDRESS: 5244 Crandall Ln, Spring, FL 32251, US

SELLER: MORRISON HOMES, INC., 6045 MORRISON HOMES
12802 Tampa Oaks Boulevard, Suite 100, Tampa, Florida 33617
Sales Office Phone # Sales Associate Contact Email

PROPERTY: Lot 136 Block 513 in section 10000 phase
of (Plat/ subdivision name) which subdivision is also known as Crandall
according to subdivision plat recorded in Plat Book 66,
Page 21 of the public records of MANATEE COUNTY
County, Florida, commonly known as 16314 Side Jack Lane, Brandon, FL 34622.

MODEL NAME: Country @ Crandall Road BASE PRICE: \$ 226,990.00
MODEL NUMBER: 1201001011 SITE PREMIUM: \$ 16,000.00
GARAGE (W/ING: Right Left TOTAL BASE PRICE: \$ 242,990.00
(including site premium)
EARNST MONEY \$ 3,483.00 LENDER:
RECEIVED WITH CONTRACT \$ 3,483.00 LOAN APPROVAL: YES: NO: ✓
REMAINING BALANCE \$ 0.00
OUR DATE

AGREEMENT

Upon execution by Seller of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller the property described above on the terms and conditions stated in this Agreement. The above purchase price is subject to change via Addenda and/or Change Orders that are signed by both Purchaser(s) and Seller subsequent to execution of this Agreement and are made a part of this Agreement.

1. EARNST MONEY

At the time of signing this Agreement, Purchaser is placing on deposit Earnst Money in the amount indicated above which will be retained by the Seller until closing. The Remaining Balance, if any, shall be delivered to Seller no later than the date indicated above. The Earnst Money deposit will be applied against the Purchase Price or Closing Costs at the time of closing. If this transaction does not close, the Earnst Money deposit will be retained by the Seller or delivered to the Purchaser as provided in paragraph 10. THE PURCHASER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10 PERCENT OF THE PURCHASE PRICE) DEPOSITED IN AN INTEREST BEARING ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED, IN WRITING, BY THE PURCHASER. BY EXECUTION OF THIS AGREEMENT, PURCHASER (PURCHASER) WAIVES THIS RIGHT. Seller's minimum Earnst Money requirement is irrespective of Purchaser's obligation under their selected mortgage financing and Seller may credit to Purchaser any excess deposits, as permitted by the Purchaser's Lender, at closing.

In the event the Purchaser is unable to obtain a mortgage loan commitment from Morrison Financial Services of Florida, LLC or to paying cash, an additional five percent (5%) Earnst Money Deposit will be required (total of ten percent (10%) or if greater one-third (33%) of the collective total of all options selected in the Agreement. Such Earnst Money Deposit is to be paid to Seller not later than 5 days after demand, or 45 days from the Effective Date, whichever occurs first, in the case that the failure to substantially complete at the time of this Agreement, any additional required Earnst Money Deposit is to be paid by Purchaser not later than 5 business days from the Effective Date. In the event the Purchaser does not provide additional Earnst Money Deposit, as described hereinabove, such failure(s) shall constitute a default of the Agreement with no grace period or cure period for such default. In such event, Seller may terminate this Agreement without notice and be entitled to retain all deposits and sums paid by the Purchaser as liquidated damages and both parties shall be relieved of any further obligation and liability.

2. Purchaser acknowledges (Seller name) below is the only broker to provide services in this transaction
Real Estate Agent: Real Estate Co: Kneel

3. COMPLETION

The home is estimated to be substantially completed within 100 days of the issuance of all permits required to construct the home and receipt of all approvals including those required by the community Homeowners Association and committees, except as otherwise amended in separate Addenda. Any projected completion dates estimated by the Seller are based upon local conditions and capabilities of the Seller and the date of any activities is subject to change. Completion may be delayed by adverse weather, shortages of materials or labor, acts of God or other events beyond the control of the Seller. If closing is delayed more than ninety (90) days beyond the planned closing date set forth by Seller in writing to the Purchaser prior to closing, Purchaser shall have ten (10) days from the receipt (90) day to rescind the Agreement in writing and receive back the Earnst Money. If Purchaser does not rescind the Agreement within each ten-day period, the Agreement will remain in effect. Seller shall not be responsible for any damage or loss suffered by Purchaser as a result of any delay in the closing of the home or change in the closing date. In any event, and in accordance with the

Kneel Initial



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Interstate Land Sales Act, Seller shall complete the house within two (2) years of the date of this Agreement.

Prior to closing, on the date and time scheduled by the Seller, Seller will demonstrate the home to the Purchaser, at which time Purchaser will sign a statement listing any workmanship, material or installation items, which the Purchaser considers defective. If any item listed is actually defective based upon the construction standards set forth by the Seller and generally adopted to in the locality for similar property, Seller will correct these items. Seller shall use its best discretion in the determination of an item as defective and the acceptance of an item on the list does not constitute agreement by the Seller to correct the item. It is the intent of the Seller to correct items prior to closing. Purchaser agrees that the existence of any uncorrected items does not constitute grounds for deferring or inserting any conditions, including the return or holdback of any closing funds, upon closing. Only the Seller, at its sole discretion, may delay closing to complete items and in that event Purchaser shall continue to be responsible for providing living accommodations including moving and storage costs.

4. FINANCING

This Agreement is contingent upon Purchaser obtaining a mortgage loan commitment ("Loan") from Mortgage Financial Services of Florida, LLC, which is a separate entity from Morrison Homes, Inc., but is a party owned by Morrison Homes, Inc. This is the only contingency of this Agreement, unless modified by express addendum. Purchaser may exercise this contingency by providing written notice of termination of this Agreement to Seller within 45 days of the date of this Agreement, after meeting the conditions specified below. In order to exercise the contingency, Purchaser must demonstrate that Purchaser 1) applied for and paid all fees required for the application of the Loan within two (2) business days of the date of this Agreement, 2) diligently pursued approval of the Loan qualified for regardless of terms or conditions, 3) delivered any information requested by the lender within ten (10) days of request, and 4) was unable to obtain a loan commitment due to no fault of Purchaser. If Purchaser notifies the above conditions and exercises this contingency to terminate the Agreement, Seller shall return any deposit monies paid to the Seller less 1) the price of any contract options, pre-closing services, real estate commissions or recording fees, 2) governmental agency or provision fees for the request, scheduled or receipt of applicable permits, and 3) a \$250 contract processing fee, and both parties shall be relieved of further obligation or liability to the other. If the above conditions are not satisfied and the contingency exercised by Purchaser within 45 days, the contingency shall expire and be of no further effect.

Regardless of the above contingency, Purchaser may make financing application to any person or entity at Purchaser's choice. However, approval of such application shall not be a contingency of this Agreement, and such application shall have no effect on the sale contingency specified above.

5. DEED

A General Warranty Deed will be provided to Purchaser conveying marketable title free and clear of encumbrances and exceptions other than encumbrances as to 1) utility lines, 2) municipal services and assessments, 3) easements, restrictions, covenants and utility agreements, if record or shown on the plat, 4) zoning and development order conditions, and 5) impact fee, utility and wastewater assessments. The lot will be zoned for the appropriate municipality for non-ad valorem water and wastewater capacity assessment unit.

6. WARRANTY

Seller agrees to provide Purchaser with Morrison Homes Two-Year Blanket Warranty and a Ten Year Structural Warranty. Purchaser acknowledges receipt of specimen copies of such warranties and a copy of the MHA Code Book, which outlines the material and workmanship standards applicable to the Morrison Homes Two-Year Blanket Warranty. **THE MORRISON HOMES TWO-YEAR BLANKET WARRANTY AND TEN-YEAR STRUCTURAL WARRANTY ARE ACCEPTED BY PURCHASER IN PLACE OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHETHER ARISING UNDER STATE LAW OR THE MAGNANIMOUS WARRANTY ACT, INCLUDING, BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY, OR HABITABILITY and Purchaser hereby waives all such implied or statutory warranties.**

Purchaser agrees that Seller shall remain liable for items under warranty as represented. Purchaser agrees that Seller shall not be responsible to compensate Purchaser in any manner unless otherwise provided herein and that in order for the Seller to maintain responsibility for the home warranty the Purchaser may experience some inconveniences and potential loss of income. Purchaser agrees that irregularities in the S and S and S of materials used in the construction of the property are inherent and Seller is not bound to correct these conditions. The Purchaser agrees and acknowledges that soil, landscaping, bushes, shrubbery and trees are warranted for 48 days from the date of closing and replacement thereafter is the Purchaser's sole responsibility. Purchaser agrees that Seller warrants on and the condition of installation for soil, landscaping, bushes, shrubbery and trees is predicated upon environmental conditions and regulations imposed by controlling agencies, which often change from time to time, and the Seller, at its sole discretion may exclude or limit warranty on these items without notice to the Purchaser, anytime prior to closing. The Seller offers no warranties or representations regarding existing trees and natural objects left on the lot and shall not be responsible at any time to care for, remove, prune, underbrush or otherwise address other than as required under Seller ownership by governing law, code, ordinance or covenant. Purchaser and Seller mutually agree these conditions to the warranty service the closing.

FLORIDA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.

7. STANDARD RADON GAS DISCLOSURE

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building to sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health unit.


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Purchaser, at Purchaser's expense, may arrange for a test for radon at the residence indicated above. If necessary, the test will be conducted upon completion of the construction, and will delay the closing date until the test is being conducted and the results are being completed. Seller agrees to make the residence available for such test, and will cooperate to Purchaser the earliest possible date the residence can be available for the test. Seller agrees that if the results of said test indicate that levels of radon exist in the residence exceeding 4.0 picocuries/liter or greater, Seller will perform the required construction techniques to mitigate the effect of said radon, and the cost of radon, at a total cost to Seller not to exceed \$2,000.00.

8. INSULATION NOTICE

In order to comply with the Federal Trade Commission Regulation 16CFR 460, dealing with labeling and advertising of home insulation, Seller shall disclose to Purchaser in writing prior to closing the type, thickness and R-value of insulation installed in the dwelling.

1. Purchaser has the right to a disclosure of the subject property energy efficiency rating (energy performance index).

2. Insulation will be or has been installed in the subject property as follows:

- a. All masonry exterior walls in the living areas are insulated with A1 Full Insulation, with a thickness of 1/2 inch. The thickness, according to the manufacturer, will yield an R-Value of 4.2.
- b. Exterior walls in the other rooms not on ground floor will be insulated with batted insulation with a thickness of 3 1/2 inches. The thickness, according to the manufacturer will yield an R-Value of 11.
- c. Flat ceilings in all areas will be insulated with Mass Insulation with a thickness of 10 inches. The thickness according to the manufacturer, will yield an R-Value of 38.
- d. Slanted ceilings will be insulated with batted insulation with a thickness of 12 inches. The thickness, according to the manufacturer, will yield an R-Value of 38.

3. Purchaser has not relied upon Seller's estimate of square feet of living space.

9. RECOVERY FUND

You have certain rights under Florida law if you have suffered damage caused by a state-licensed contractor or a construction company with whom you have signed a contract. PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIC VIOLATIONS OF FLORIDA LAW BY A STATE-LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 7680 Arlington Expressway, Suite 388, Jacksonville, FL 32211-7487, Phone: (904) 358-6116.

10. SIGNATURE SELECTION

Purchaser shall select binder describing colors and other items from among the options offered by the Seller within fourteen (14) days from Purchaser's execution of this Agreement or the earliest date thereafter made available for an appointment by the Seller's Signature Selection Center. If Purchaser fails to comply with this condition then Seller, may at Seller's sole option make such selections or proceed with selection previously made by the Seller and adjust the closing date accordingly.

11. CHANGE ORDERS

Seller retains the right, at its sole discretion, to reject any request for changes (Change Order) such as additions, options, upgrades, changes, and any additional items requested by the Purchaser subsequent to acceptance of the Agreement. Purchaser agrees that the Seller is not bound by any Change Order unless Seller executes the Change Order form and Purchaser verifies Seller's acceptance by receipt of a fully executed copy. Upon executing any change order increasing the purchase price of the home, the Purchaser agrees to increase the Earnest Money Deposit to the entire Earnest Money Deposit set forth by the Seller or at least five (5%) percent of the corrected price or one-third (33%) of the cumulative total of all options selected in the Agreement, exclusive of lot premiums, standard bonus room options, standard interior room configuration options and standard front elevation options, whichever is greater.

Following the date of this Purchase and Sale Agreement, Purchaser may not make major structural changes, which include but are not limited to: a) changes affecting the foundation, roof beams or load bearing walls, b) moving, changing, adding/deleting windows or exterior doors, c) plumbing (e.g. hose bibs, toilets, laundry tubs, etc.), d) changes to lot layout, location of the home on the lot or electric power location, e) architectural changes (selecting interior walls, adding bay windows, etc.), f) structural changes that must be shown on the plans, g) HVAC changes that affect energy calculations (e.g. zoning, upgraded door ratings). Major structural changes should be considered before signing this Agreement. After the Owner Orientation Meeting, or loss of a Building Permit, whichever occurs last, all other approved changes requested will require a \$250 processing fee. Any approved changes after the application for building permit, and any other changes after the Owner Orientation Meeting shall state the completion date and additional fees in accordance with Paragraph 16. CLOSED.

12. JOB SITE ACCESS

Prior to closing, Purchaser may not enter the Property without Seller's consent. Any entry on the Property by Purchaser shall be at Purchaser's own risk. Purchaser waives any and all claims against the Seller for any injury or loss resulting from such entry by Purchaser or any other person accompanying Purchaser. Purchaser hereby indemnifies Seller from and against any claims arising out of or in connection with any such entry. Purchaser may not store any goods or possessions on the Property prior to closing. Purchaser agrees not to perform or cause any work to be performed on the Property prior to closing without the written approval of Seller. Purchaser agrees that the selection, supervision and scheduling of work forces is the sole responsibility of Seller. Purchaser agrees to not interfere with or attempt to affect the activities of such work forces.

13. MODELS AND PLANS

Seller's model homes are designed to show the quality and craftsmanship which will be utilized in the construction of the home. The home will be similar to but may not be exactly the same as the model and/or drawings, renderings or plans viewed or samples by Purchaser. Seller reserves the right to make slight modifications to the size and design of the floor plans of the home and to substitute materials, fixtures, equipment and appliances.

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substantially equal quality and value as those utilized in the model homes or those specified in the plans and specifications. All model, plans, and design for the home shall be subject to state laws, local ordinances and building provisions of the subdivision deed restrictions and architectural review provisions. Due to the intricacies of these legal requirements, Seller may not be permitted to build the exact model, plan or features initially selected by Purchaser. If the initial selections by Purchaser can not be constructed for these reasons, Seller shall consult with Purchaser for the selection of equivalent options, which can be permitted and built. Purchaser and Seller agree that the Purchase Price shall be adjusted for any increase or decrease resulting from the new model, plan or options selection. However, if the related equivalent option cannot be constructed without an increase of the parcel or area of the purchase price, addition of an interior room, or a decrease of the parcel or area in square footage, Purchaser may elect to terminate this Agreement, have the return of its Deposit, and neither party shall have further liability to the other.

14. LOTS

Each lot is unique in its size, shape and drainage characteristics. Purchaser understands and agrees that the size of the lot, the exact location of setbacks and driveway (if any), and the drainage patterns of their lot will differ from the model home plans, drawings or renderings they have reviewed. Seller, at its sole discretion will determine placement of the house on the lot including positioning, preservation, removal and planting of trees and natural landscaping. It is difficult for the Seller to accurately determine in advance whether all plans and, or options fit each unique lot. Therefore, Seller may notify Purchaser anytime subsequent to acceptance of this agreement after the Surveyor has accurately determined dimensions, that the house and, or options selected may not exactly fit on the lot. In that event, Purchaser may select another lot, lot, or delete options by Change Order and the contract amount will be adjusted according to the Seller's then current plan. If the Purchaser is unable to make other suitable selections, Purchaser may request a termination and refund of the Earnest Money.

15. REAL ESTATE TAXES / HOMEOWNERS ASSOCIATION DUES / ASSESSMENTS

Real Estate Taxes and other governmental assessments, including, if applicable, community development district assessments, and homeowners association dues (if any) for the year of closing will be prorated through the date of closing based on the latest available assessment information. See the Community Development District Addendum, if applicable.

PROPERTY TAX DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGER REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

16. CLOSING

Purchaser agrees that the closing of this sale will be held at the office of the selected title company on the date and time set by the Seller. Purchaser agrees to close accordingly, and under no circumstances will this be later than seven (7) days after the issuance of a certificate of occupancy unless as determined by the Seller. At closing, Purchaser shall (a) pay any funds due Seller at closing by certified check; (b) make, execute and deliver all documents, mortgages, notes, or other instruments required to close this transaction; (c) satisfy all requirements of any mortgage lender, if applicable; (d) pay necessary closing costs and prepaid expenses as detailed in the Motion Home Finance Addendum and, or Cash Addendum. If Purchaser are not ready, willing and able to close the purchase of the Property on the date set by Seller following substantial completion, as defined by the issuance of a certificate of occupancy and after satisfaction of Paragraph 4, financing required herein, the Seller may terminate this Agreement without notice and be entitled to retain all deposits and sums paid by the Purchaser as liquidated damages and both parties shall be relieved of any further obligation and liability.

The Purchaser agrees to pay the Seller, without further recalculation or estimate, the sum of \$250 per day for any delays to closing for which the Purchaser is responsible, including but not limited to delays for Change Orders. Except as may be required by the FHA or VA, no portion of the Purchase Price may be withheld from Seller or deposited in escrow, as account of incomplete work upon the property at the time of closing. Purchaser agrees that Seller may cause sufficient funds to be placed in escrow for the cost to complete a pool and accessories, if applicable, and the Purchaser will execute the necessary instruments to close the sale as contained herein in this event. Seller agrees to complete all such work as soon after closing as is reasonably possible.

Contract Administration Fee: In addition to any other amounts set forth in this Agreement, Seller may charge Purchaser a Contract Administration Fee of Four Hundred Fifty Dollars (\$450). The Contract Administration Fee shall be due to Seller only at Closing, but is related solely to Seller's contract administration prior to closing, and is not a closing-related expense or title-related expense.

17. EVIDENCE OF TITLE

At closing, the Seller shall provide Purchaser with a Title Insurance Commitment issued by a Florida licensed title insurer agreeing to issue to Purchaser, upon recording of the deed to Purchaser, an advance policy of title insurance in the amount of the purchase price, insuring Purchaser's title to the real property. Subject only to the items listed in paragraph 5 and those which shall be discharged by Mortgage or before closing.

18. MERGER

Purchaser acknowledges that Seller may have provided Purchaser with information made available to Seller regarding the community and subdivision in which the Property is located, including but not limited to nearby amenities, educational facilities, natural areas, views, adjacent homes and development, and recreational facilities. Purchaser acknowledges that the planning, completion and availability of such items is completely beyond the control of Seller. The plans of developers, governments, and adjacent property owners may, and often do, change. Purchaser does not rely, in the entry into this Agreement, on the maintenance, construction or completion of any area other than the lot, which comprises the Property under this Agreement. This agreement constitutes the entire and only agreement between Seller and Purchaser with respect to the purchase of the property. There are no oral contracts or understandings. Seller shall not be bound by any statement, promise, condition or stipulation not specifically set forth in this Agreement. Purchaser agrees that no subsequent law has any authority to void, and Purchaser has not relied on, any statement, agreement or

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representations that modify, add to or change the terms and conditions of this Agreement.

19. REMEDIES

If Purchaser fails to comply with the terms of this Agreement, Seller shall be entitled to terminate this Agreement, and receive all deposits as liquidated damages, as its sole remedy. Purchaser and Seller acknowledge and agree that the Deposit, any Additional Deposit and payment of options is a fair and reasonable estimate of the damages that Seller may incur due to Purchaser's default and each party acknowledges that such damages would be impossible if not impossible to calculate and determine. Other than the recovery of the Deposit, Additional Deposit and payment options, Seller hereby waives all remedies with respect to a default related to Purchaser's wrongful refusal to purchase the Property, including without limitation the right to enforce specific performance of this Contract or actual damages, whether direct, indirect, special or consequential or otherwise. In the event that Seller does fail to fully and timely perform any of its obligations hereunder, and such failure shall continue for ten (10) days following notice issued from Purchaser, then Purchaser may, at its option, enforce specific performance of this contract, as its sole remedy, with the following exceptions. Should Seller fail to provide any item of construction required to be provided, Purchaser's sole remedy against Seller will be to collect liquidated damages in an amount equal to Seller's cost for the item and for its installation had it been installed at the appropriate time during construction or in the case of national, non standard charges and upgrades, the price to Purchaser of the item. If Seller fails to deliver the house within ten years from the date of this Agreement, Purchaser shall have all remedies at law and equity. Purchaser hereby waives all other remedies, with respect to a Seller's default, including without limitation, the right to collect special, incidental or consequential damages.

20. AGENCY DISCLOSURES

The Sales Associate representing Move-In Homes in this transaction is known as a Sales Agent who is engaged by the acts as the agent for the Seller.

21. USE RESTRICTIONS

The Purchaser acknowledges that the Property is subject to the Declarations of Covenants, Conditions, and Restrictions and other recorded instruments of the community that result in certain restrictions and guidelines. By execution of this Agreement Purchaser acknowledges receipt of copies of the Declaration of Restrictions, Article of Incorporation of the Homeowners Association and By-Laws of the Homeowners Association for Orchard Hills (Community). Purchaser has been afforded the opportunity to read and understand these documents. Purchaser acknowledges that Purchaser shall be subject to the terms and provisions of these documents, including but not limited to membership in the applicable Homeowner Association. As required by Section 720.301, Florida Statutes, the following disclosure summary is made:

DISCLOSURE SUMMARY FOR Orchard Hills

The Purchaser acknowledges:

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 15.00 PER YEAR. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 0 PER INITIAL CLOSING.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEE FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 0.00 PER MONTH.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.301, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY PURCHASER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. PURCHASER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

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 Date: 11/02/05
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Water/Wastewater Capacity Assessment: The property ✓ HAS NOT been placed in a Water and/or Wastewater Capacity Assessment Unit by Manatee County. This is a municipal service benefit unit assessment, which will appear on the homeowners yearly property tax bill from the Manatee County Tax Collector.

Purchaser shall not execute the contract of agreement until they have read and understood the Disclosure Summary required by law.

22. REPRESENTATIONS OF PURCHASERS

Purchasers represent and warrant that they have the financial ability to purchase the Property, with mortgage financing if a financing contingency is selected. This representation is a material inducement for Seller to enter into this Purchase and Sale Agreement and hence offering the Property to others. At any time during the term of this Agreement, Purchaser shall demonstrate to Seller one of the following items in writing, upon three business days demand by Seller: 1) possession and control of the amount of the Purchase Price in cash or liquid asset, or 2) a valid mortgage loan application which was received by a licensed mortgage lender within 3 days of the execution of this agreement, or 3) within 45 days of the date of execution of the Agreement, possession and control of the amount of a down payment and a pending application with licensed mortgage lender for the balance of the Purchase Price, or 4) after 45 days from the date of execution of the Agreement, a valid mortgage commitment from a licensed mortgage lender for the purchase of the Property. If Purchaser fails to demonstrate one of the preceding items, Purchaser shall fail to be in compliance with this Agreement and Seller will retain the Earnest Money as liquidated damages.

23. TERMINATION

At any time during the pendency of this Contract and prior to Closing, and for any reason whatsoever or no reason, Seller may elect to terminate this Contract by providing written notice of such termination to Purchaser together with a full refund of Purchaser's Earnest Money Deposit and the payment of the sum of Five Hundred Dollars (\$500) as a termination fee under liquidated damages, and both parties shall be relieved of any further obligation and liability. This clause shall not be limited in effect and by signing the Contract, the Purchaser hereby acknowledges, agrees, understands the right of the Seller granted by this provision, and agrees that this liquidated damage amount is reasonable and that the reimbursement of any actual damage would be, difficult or impossible.

24. MISCELLANEOUS

- a. This agreement may not be assigned.
- b. Whatever the contract shall so require, the singular shall include the plural, the masculine gender shall include the feminine and neuter, and vice versa.
- c. This Agreement may not be amended or modified except in writing executed by both parties.
- d. If two or more persons are identified as Purchasers in this Agreement, any one of them shall have the right and authority to bind the other(s) in all matters relating to this Agreement.
- e. This Agreement is binding upon the Seller only when executed by a duly authorized agent of the Seller. The authorized agents are the Division President, Vice President of Operations, Vice President of Finance, and Vice President of Construction.
- f. Neither this Agreement nor any instrument hereof shall be recorded in the public records of the County or State in which property is located. Any attempt to record this Agreement or any instrument hereof shall be a material breach of this Agreement.
- g. Time is of the essence, in terms, conditions and provisions of this Agreement relating to time.
- h. If this Agreement is a novum, as noted on page 1, this Agreement supersedes all previous Agreements written between the parties.
- i. If Mortenson is acquiring the title to this lot for home construction under a lot sales agreement with a developer, then Purchase and Sale Agreement is contingent upon the actual completion of all subdivision improvements by the developer and conveyance of the lot by the developer to Mortenson as agreed. If completion and conveyance to Mortenson does not occur, Mortenson shall notify Purchaser who shall have the option of executing this agreement or entering into a new agreement for a different subdivided lot.
- j. Without limiting the nature of any provision of the Agreement, the Purchaser specifically notes they have reviewed Paragraph (3) Contingency, Paragraph (4) Financing, Paragraph (10) Signature Schedule, Paragraph (11) Change Orders, Paragraph (12) Models and Plans, Paragraph (18) Closing and Paragraph (19) Merger, (22) Representations of Purchaser, and (23) Miscellaneous.

Purchaser acknowledges and represents that Purchaser has read this agreement and all addenda and exhibits attached to it. Purchaser agrees to be bound by all its terms and conditions. Purchaser acknowledges that Purchaser is not relying on any statement, promise or commitment not expressly set forth in this Agreement. Oral representations shall not be relied upon, and are not a part of this agreement.

<u>Carman Durbin</u> Carman Title	<u>11/2/05</u> Date	<u>Kevin Morgan Duffin</u> Kevin Morgan Duffin	<u>11/2/05</u> Date
<u>ASMA</u> Authorized Agent	<u>11/2/05</u> Date	_____ SSN	_____ Date
		_____ SSN	

Morrison Homes

8/27/05
Date: 11/02/2005
Time: 13:05:31
SP: 20070563
CP: 112288

**AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE STATEMENT
NOTICE**

To: Purchaser
Karin Anne Collins
Property Address:
18214 Rain Jack Lane, Bradenton, FL 34202

From: Morrison Homes, Inc. Date: 11/02/2005

Re: Morrison Financial Services of Florida, LLC

This is to give you notice that Morrison Homes, Inc., has a business relationship with Morrison Financial Services of Florida, LLC ("Morrison Financial Services"). Morrison Homes Inc., holds an ownership interest in Morrison Financial Services of Florida, LLC. Because of this relationship, this referral may provide Morrison Homes a benefit or other benefit.

Set forth is the estimated charge or range of charges by Morrison Financial Services. You are not required to use Morrison Financial Services as a provider for purchase or settlement of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE

SERVICES:	CONVENTIONAL LOANS	FIXED RATE LOANS
Application Fee	\$270.00	\$0
Appraisal Fee	\$0	\$300 - \$325
Credit Report(s)	\$0	\$80.00
Tax Service Fee	\$72.00	\$72.00
Processing Fee	\$275.00	\$275.00
Administration Fee	\$280.00	\$280.00
Final Certification	\$14.00	\$14.00
*Origination Fee	0-1% of Loan Amt.	0-1% of Loan Amt.

*Borrower may choose rate with 0 origination or rate with origination and discount points.
Morrison Financial Services may require the use of gr. attorney, credit reporting agency or real estate appraiser chosen to represent its interest.

ACKNOWLEDGEMENT:
I/we have read this disclosure item, and understand that Morrison Homes is referring me/us to purchase the above described settlement services from Morrison Financial Services of Florida, LLC. And may receive a benefit or other benefits as the result of this referral.

Acknowledged and executed this 2nd day of November, 2005.

Karin Anne Collins
Purchaser

Purchaser

Morrison Homes

JOB INITIATION ORDER

Specimen
 Date: 11/02/05
 Time: 13:08:31
 Page: 2 / 2
 SN: 20010543
 CR: 1122894

Date	Selection	Selection Description	Price Qty	Total
ELECTRICAL				
11/02/05	Electrical Option	Telephone Outlet	75.00 2	150.00
11/02/05	Electrical Option	Prewire for Ceiling Fan w/Sw	124.00 3	372.00
11/02/05	Electrical Option	Telephone Outlet	75.00 2	150.00
11/02/05	Electrical Option	Prewire for Coach Light w/Sw	107.00 1	107.00
11/02/05	Electrical Option	Prewire for Coach Light	66.00 1	66.00
11/02/05	Phone Outlet Loc	SEE DIAGRAM 6-8-05		
11/02/05	TV Outlet Loc	SEE DIAGRAM 6-8-05		
11/02/05	Prewire Coach Light w/Sw Loc	SEE DIAGRAM 6-8-05		
11/02/05	Prewire Coach Light Loc	SEE DIAGRAM 6-8-05		
11/02/05	Prewire for C-Fan w/Sw Loc	SEE DIAGRAM 6-8-05		
OPTION TOTAL				6,355.00 ✓
CREDIT				0.00
JOB INITIATION TOTAL				348,345.00 ✓

Carmen Juana
 Morrison Homes Sales Associate
 (Signature shall not bind Morrison Homes until such time as the
 Division President or other authorized Divisional Manager signs.)

Kristin Morgan Cullton 11/2/05
 Kristin Morgan Cullton Date

[Signature]
 Morrison Homes Builder
 Authorized Agent
 Date: 11/2/05

Distribution Date
 FILE _____ PRODUCTION _____ ATTORNEY _____
 LENDER _____ SALES _____ CO-OP _____ BUYER _____

Morrison Homes

JOB INITIATION ORDER

Date: 11/02/05
 Time: 13:08:31
 Page: 1 / 2
 SR: 28910583
 OP: 1122844

BUYER: Kristin Morgan Cullton

BUYER:

COMMUNITY: Greenbrook

LOT: 154 BLOCK: GG

HOUSE PLAN: Rothbury @ GreenBrook

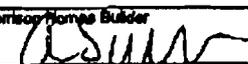
ELEVATION: ELEV-F

ADDRESS: 15314 Skip Jack Loop, Bradenton FL 34202

Date	Selection	Selection Description	Price Qty	Total
		House Base Price		324,990.00
		Lot Premium		15,000.00
		STRUCTURAL		
11/02/05	Foundation Type	Stemwall		
11/02/05	Home Elevation	F	3,500.00 1	3,500.00
11/02/05	House Swing	Right		
11/02/05	Garage Options	2 Car Garage		
11/02/05	Covered Lanai	Covered Lanai		
11/02/05	Additional Sink Zone 2	Option Selected		
11/02/05	Master Bath Alternate	Master Bath Alternate	1,040.00 1	1,040.00
11/02/05	Alternate Den	Alternate Den	1,040.00 1	1,040.00
		EXTERIORS		
11/02/05	Roof Shingle Color	GAF Driftwood Blend		
11/02/05	Greenbrook Bend Scheme	Greenbrook Bend Ext Scheme 32		
11/02/05	Greenbrook Bend Frost Dr Color	Ranwick Rose Beige SW2804		
11/02/05	Greenbrook Bend Trim Color	Coconut Grove SW2428		
11/02/05	Master Bed/Bath Dr Hdw Price	Bright Brass		
11/02/05	Den Door Hdw Price	Polo Bright Brass		
11/02/05	Greenbrook Bend Body Color	Kalm Beige SW6105		
		INTERIORS		
11/02/05	Int Door Select @ Den	2-2 1/2" Single Lite Doors	680.00 1	680.00
		KITCHEN		
11/02/05	Kitchen Cabinet Size/Mfr	30" Timberlake		
11/02/05	Kitchen Cabinet Price	30" Timberk Level I		
		BATHROOMS		
11/02/05	Zone 2 Cabinet Size/Mfr	ST Timberlake		
11/02/05	Zone 2 Cabinet Price	3rd Timberk Level I		
11/02/05	Add Zone 2 Sink Price	Add Am Bld 187/3003.805	330.00 1	330.00
11/02/05	Add Bth Plum Fixture Zn 2 Prc	Add Chateau P.Chrome		
11/02/05	Bth Tub/Commode Color Zone 2	White		
11/02/05	Bth Window Glass Style Zone 2	Clear		
11/02/05	Zone 3 Cabinet Size/Mfr	ST Timberlake		
11/02/05	Zone 3 Cabinet Price	3rd Timberk Level I		
11/02/05	Bath Tub/Commode Color Zone 3	White		
11/02/05	Bth Window Glass Style Zone 3	Clear		
11/02/05	Zone 6 Cabinet Size/Mfr	ST Timberlake		
11/02/05	Zone 6 Cabinet Price	3rd Timberk Level I		
11/02/05	Bath Tub/Commode Color Zone 6	White		


 Morrison Homes Sales Associate
(Signatures must not bind Morrison Homes until such time as the Chairman, President or other authorized divisional Manager signs.)


 Kristin Morgan Cullton
 11/2/05
 Date

Morrison Homes Builder

 Authorized Agent
 Date: 11/2/05

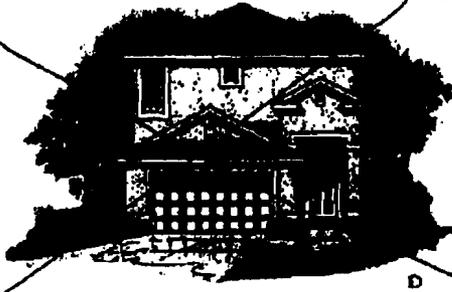
Distribution Date _____
 FILE PRODUCTION ATTORNEY
 LENDER SALES CO-OP BUYER

Morrison Homes Cullitor, #1023100
THE ROTHBURY

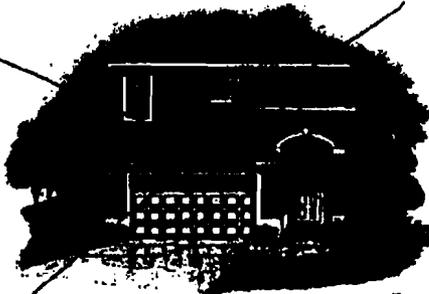
www.morrisonhomes.com

4 BEDROOMS, 2 1/2 BATHS
1941 SQUARE FEET

No



No



YES



ARTIST CONCEPTS

RH GAR (opp of pic)

1371-66154
x *[Signature]*
11-2-05

Culliton #1023100

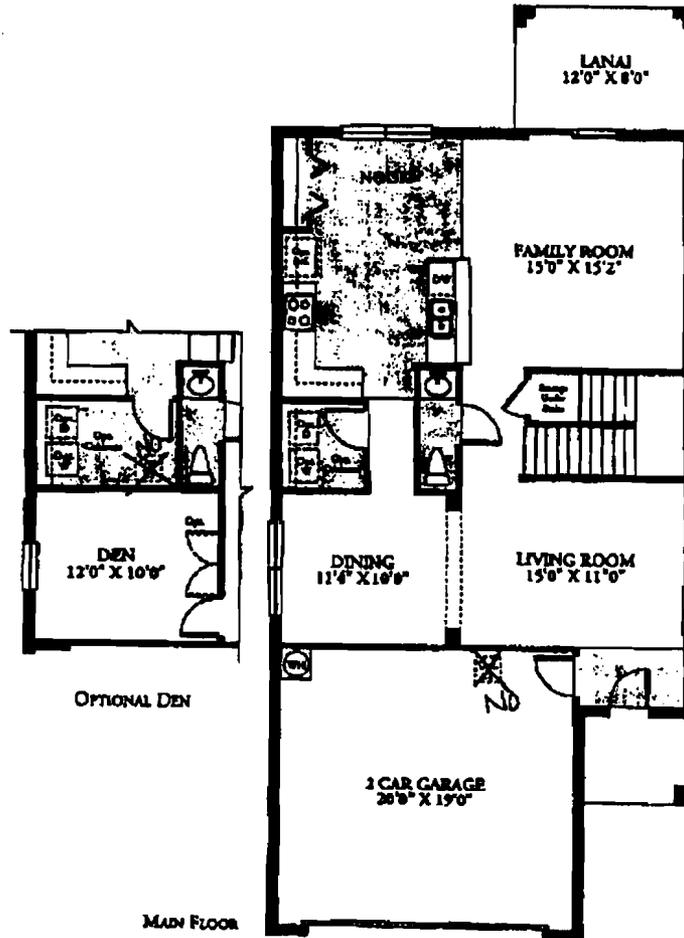
1371-66154
x CMC

11-2-05

Morrison Homes

www.morrisonhomes.com

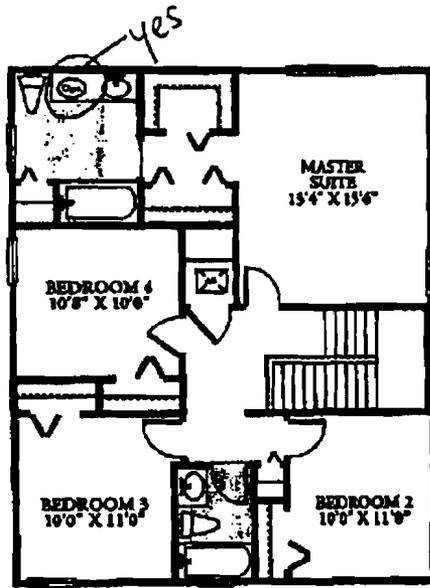
RH GAR
(Opp of pic)
Structural



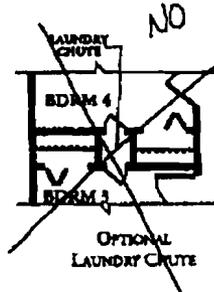
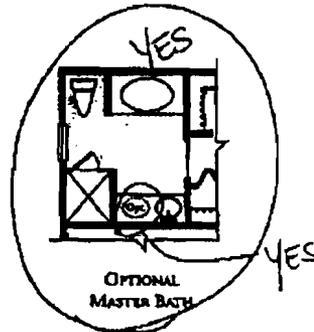
Structural

THE ROTHBURY

4 BEDROOMS, 2 1/2 BATHS
1941 SQUARE FEET



SECOND FLOOR



Culliton #1023100

RH GAR - opp of pic

1371-66154

x KAC

11-2-05

NOTICE OF COMMENCEMENT

STATE OF FLORIDA
COUNTY OF MANATEE

Permit No. _____
Tax Folio No. _____

The undersigned hereby gives notice that improvements will be made to real Property and in accordance with Section 713.13 of the Florida Statutes, the following information is provided in this NOTICE OF COMMENCEMENT.

1. Legal description of property:
Block _____, Lot 154, Greenbrook Terrace
according to the plat thereof, as recorded in

Plat Book _____, Page _____, of the public records of Manatee County,
Florida.

Street Address 15314 Skip Jack Loop
2. General description of improvements: New SF Residential
3. Owner: Merrison Hayes
Address: 519 Interstate Blvd., Sarasota, Florida 34240
Owner's interest in site of the improvement: 100%
4. Fee simple title holder (if other than owner): N/A
5. Contractor: Michael Storry
Address: 399 Interstate Blvd., Sarasota, Florida 34240
6. Survey: Seaboard Survey Company
Address: 1990 Lakeland Parkway, Suite 200, Tucker, GA Amount of Bond: \$ 1,000.00
7. Lender: N/A
8. Person within the State of Florida designated by owner upon whom notice or other documents may be served as provided by Section 713.13(1)(a) 7., Florida Statutes. N/A
9. In addition to himself, owner designates the following to receive a copy of Licenser's Notice as provided in Section 713.13(1)(b), Florida Statutes. N/A
10. Expiration date of Notice of Commencement: One year from the date of recording.

[Signature]
Signature of Owner/Agent

Michael Storry Division President
Printed name of Owner/Agent

Sworn to and subscribed before me this 1 day of July, 2005 by Michael Storry
who is personally known to me.

[Signature]
Kristie Huddleston - Notary

[Seal] Kristie Huddleston
Commission # 00484029
Expires April 28, 2009
Seal

OR BOOK 02035 PAGES 2086 - 2088
MANATEE COUNTY CLERK COURT
1 PAGES (18)
RECORDED: 7/5/2005 1:53:18 PM

KRISTEN M. COLLTON
224 Cambridge Trail
Sarasota, FL 34233

1205

11/2/05

0579488
000001 0001

Pay to the order of Morrison Homes

\$ 3483.00

Three thousand four hundred eighty three and 00/100

WACHOVIA
Wachovia Bank, N.A.



Full

Morrison Homes



Morrison Homes warrants your home to be free from defects in materials and workmanship for a period of two years from date of closing. If a defect occurs in any item covered by the Morrison Homes Two Year Blanket Warranty, Morrison Homes will repair or replace the item to meet or exceed the Manufacturer and Workmanship Standards found in the fifth page of this document.

The Morrison Homes Two Year Blanket Warranty is in addition to any warranty provided to you by the manufacturer of a product installed in your home. Morrison Homes will provide you with copies of all product warranties for consumer products installed in your home. Some of your manufacturer's warranties state that they are for one year. Morrison Homes, however, has secured agreements from most of our suppliers to extend their warranties to at least two years. If a manufacturer does not have this commitment, Morrison Homes will. The Morrison Homes warranty is fully transferable.

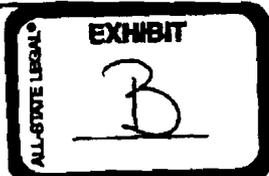
Limitations and Exclusions

1. The Morrison Homes Two Year Warranty will be interpreted in accordance with Morrison's Materials and Workmanship Standards, as set forth in the fifth page of this document.
2. The Morrison Homes Two Year Limited Warranty shall not apply to any defect, loss or damage caused or contributed to by:
 - The negligence of anyone besides Morrison Homes and its employees or subcontractors.
 - Changes or alterations to your home by anyone other than Morrison Homes and its employees or subcontractors.
 - Changes or alterations in grading and drainage around your home by anyone other than Morrison Homes and its employees or subcontractors.
 - Lack of proper maintenance and normal wear and tear.
 - Acts of God and extreme weather, including lightning, hurricanes, tornadoes, windstorms, hail, floods, mud slides, earthquakes, and wind driven rain, unless Morrison Homes has failed to comply with applicable building codes, in which event the Morrison Homes Two Year Blanket Warranty shall apply.
3. The Morrison Homes Two Year Limited Warranty applies only to the home. It does not extend to claims for consequential damages or bodily injury or to damage to personal property.
4. Except as set forth above and in connection with the Morrison Homes Two Year Limited Structural Warranty, Morrison Homes makes no other warranties, express or implied.

Kristin Culliton
16314 Skip Jack Loop
Bradenton, FL 34202
Closing: September 21, 2008



NEW! All-State Legal



YOUR TWO-YEAR BLANKET WARRANTY

A. THE MORRISON HOMES WARRANTY PROGRAM

The Morrison Homes Warranty Program offers you an extended two-year blanket warranty against defects in materials and workmanship. In addition, our Warranty Program also provides you with limited warranty coverage against major structural defects for a ten-year period. This 2-10 Warranty is one of the industry's best and is a signature of Morrison's commitment to quality.

We invite you to read and compare our competitors' warranties. We think you will understand our Warranty Program, and you will know what you are getting. Our two-year warranty is set forth in language that can be understood. We believe that a better informed homeowner is a more satisfied customer.

B. YOUR MORRISON HOMES TWO-YEAR BLANKET WARRANTY

Morrison Homes warrants your home to be free from defects in materials and workmanship for a period of two years from date of closing. If a defect occurs in any item covered by the Morrison Homes Two-Year Warranty, Morrison Homes will repair or replace the item to meet or exceed the Materials and Workmanship Standards found later in this manual. This Two-Year Warranty is fully transferable to a purchaser of your home.

The Morrison Homes Two-Year Warranty is in addition to any warranty provided to you by a manufacturer of a product installed in your home. Some of your manufacturers' warranties state that they are for one year. Morrison Homes, however, has secured agreements from many of our suppliers to extend their warranties to at least two years. If a manufacturer does not honor this commitment, Morrison Homes will. (See Section C for full discussion of manufacturers' warranties.)

LIMITATIONS AND EXCLUSIONS:

1. The Morrison Homes Two-Year Blanket Warranty is to be interpreted in accordance with our Materials and Workmanship Standards, as set forth in this manual.

cmplaycc. nov.06.00..bc.Q2:booky/1114purplebook/2-yearwarranty

1

2. The Morrison Homes Two-Year Blanket Warranty shall not apply to any defect, loss or damage caused or contributed to by:

- The negligence of anyone besides Morrison Homes and its employees or subcontractors.
- Changes or alterations to your home by anyone other than Morrison Homes and its employees or subcontractors.
- Changes or alterations in grading and drainage around your home by anyone other than Morrison Homes and its employees or subcontractors.
- Lack of proper maintenance and normal wear and tear.
- Acts of God and extreme weather, including lightning, hurricanes, tornadoes, windstorms, hail, floods, mudslides, earthquakes and wind-driven rain (unless Morrison Homes has failed to comply with applicable building codes, in which event the Morrison Homes Two-Year Warranty shall apply).

3. The Morrison Homes Two-Year Blanket Warranty applies only to your home. It does not extend to claims for consequential damages, bodily injury or damage to personal property.

4. Except as set forth in connection with the Ten-Year Limited Structural Warranty, Morrison Homes makes no other warranty, express or implied.

C. MANUFACTURER WARRANTIES

As required by federal law, the Magnuson - Moss Warranty Act, Morrison Homes will provide you with copies of all written warranties for consumer products installed in your home. Many of these documents may state that they provide a one-year warranty. Morrison Homes, however, is proud to extend to you a full two-year warranty on all your appliances, mechanical and building products. We have negotiated an extended two-year warranty on many of these products in your home, at no cost to you. If for any reason you contact a manufacturer and they do not honor this two-year warranty, contact your Morrison Homes Warranty Administrator and we will correct the problem.

Below is a list of products that your two-year warranty covers (these products must be originally installed by Morrison Homes):

Ovens	Garage doors
Range tops	Garage door openers
Microwaves	Fireplaces
Disposals	Door ringer and chime
Dishwashers	Spa tub motors
Trash compactors	Security systems
Water heaters	Locksets, interior and exterior
HVAC units	Doors, interior and exterior
Condenser units	Cabinets
Lighting fixtures	Faucets
Ceiling fans	Vanity tops
Exhaust fans	Shower doors and enclosures
Attic vent fans	Tubs
Water closets	

D. MAKING A WARRANTY CLAIM IN THE FIRST TWO YEARS

1. If you have a warranty claim (or a question concerning your warranty) in the first two years after move in, please contact your Warranty Administrator. Although we will accept verbal claims, we strongly encourage you to send us your claims in writing. This will make for better and clearer communication.
2. Previously, under the tab **Building Your Home**, we discussed the three scheduled Home Reviews. It is beneficial if your non-emergency warranty repairs are deferred until these Reviews. This minimizes any inconvenience to you and allows us to schedule all appropriate subcontractors to perform their repair work in one day.
3. Again, please familiarize yourself with the emergency and non-emergency procedures under the tab **Building Your Home**.

E. MATERIAL AND WORKMANSHIP STANDARDS

The Material and Workmanship standards listed below are applicable only to the Two-Year Blanket Warranty.

a) **BASEMENT**

Expansion Joints: Cracks may appear in the expansion joints in the basement or on the concrete foundation surfaces. No action is necessary for repairing these cracks. The intent of this joint is to allow a pre-designed place for these cracks to appear.

Floor: We will repair any depression in the floor exceeding 3/8 of an inch in a 36 inch length. Morrison Homes will fill area to tolerance.

Foundation Walls: We will repair any cracks in foundation walls that exceed 1/8 inch in width of vertical displacement. Morrison Homes will patch voids in the wall.

Waterproofing: Leaks in basement walls, floors or crawl spaces will be remedied. Morrison Homes will eliminate the cause of these leaks as long as the grading around the exterior of your home has not been altered to cause the problem.

b) **CABINETS**

Kitchen/Bath: We will repair any cabinets separating from a wall or ceiling by 1/8 inch or more.

A cabinet door with cracks in the panels or with door warpage exceeding 1/4 inch in height and width will be replaced.

Misaligned doors will be adjusted by Morrison Homes. Due to normal variations in stain color, Morrison Homes cannot guarantee matching stain color.

c) **CARPENTRY**

Walls: Any walls bowed by more than 1/2 inch within a 36 inch vertical or horizontal measurement will be corrected by Morrison Homes. Walls should not be more than 1 inch out of plumb for any 8 foot vertical measurement.

Floors: We will repair any floor that "squeaks" or has subflooring that is loose.

Molding Joints: We will repair open joints in molding or between moldings that exceed 1/8 inch in width. Caulking is acceptable.

Exterior Trim: We will repair any joints between exterior trim elements, including siding and masonry that exceed 3/8 inch. Exterior trim, masonry and siding shall be capable of performing its function to exclude the elements. Caulking and painting the repaired area is acceptable.

d) CERAMIC TILE

Morrison Homes will replace cracked tiles and re-secure loose tiles unless the defects were caused by the homeowner's negligence. Hairline cracks in the grouting of ceramic tile joints are due to normal shrinkage. Exactness as to color and texture of ceramic tile may vary to a degree from manufacturer's samples and is not covered under the Morrison Homes Warranty. In addition, Morrison cannot guarantee a perfect match in grout color.

e) CONCRETE

Driveways: Depressions which retain water in excess of 1/2 inch in depth will be repaired by Morrison Homes.

Flatwork: Concrete surfaces that settle or heave in excess of 1 inch where it abuts another concrete surface will be repaired by Morrison Homes. Cracks exceeding 1/4 inch in width or vertical displacement will be repaired. Morrison Homes will patch these cracks to create a smooth, even surface.

Garage Floor: Disintegration of the concrete surface resulting in the appearance of coarse aggregate below the surface will be repaired. Morrison Homes will repair these surfaces unless this is caused by salt, chemical or mechanical equipment damage. Morrison Homes will repair cracks in garage floors more than 1/4 inch wide or 1/4 inch in vertical displacement.

Stoops: If a stoop separates from its adjacent house wall in excess of 1/2 inch, Morrison Homes will repair. If the stoop settles or heaves in excess of 1 inch, Morrison Homes will repair.

f) COUNTERTOPS

Kitchen/Bath: Morrison Homes will repair any of the following: delamination of countertop material, open seams in countertops, cracks in marble surfaces (designated at the New Home Demonstration), gaps between countertop and wall in excess of 1/4 inch.

g) DOORS

Interior: Morrison Homes will repair, if the door is loose, rattles at latch or if the door binds against the jamb. If there is a split in a door panel and light is not visible through the split, Morrison Homes will repair the door. If light is visible through the door panel it will be replaced. Morrison Homes will replace a door if warping exceeds 1/4 inch as measured diagonally from corner to corner.

Exterior: If a door exhibits failure to operate properly by binding, sticking or not latching, Morrison Homes will make necessary corrections. Panels will shrink and expand, and may expose unpainted or unstained surfaces. Painting will be required on these panels. In case of a split in a door panel where light is visible through the split, Morrison Homes will replace the door. In all other cases of a split, we will repair the door. With warping in excess of 1/4 inch measured diagonally from corner to corner or to the extent they become inoperable or cease to be weather resistant, Morrison Homes will correct or replace the door.

Garage: If a garage door fails to operate properly, Morrison Homes will correct or adjust the door as required. If a homeowner has installed their own garage door opener properly, Morrison Homes will correct the door as needed. With a leak (through) or under the door, Morrison Homes will make needed adjustments. Some entrance of the elements can be expected under extreme weather conditions.

h) DRYWALL

Interior Finish: Morrison Homes will repair any cracks, nail pops, blisters in tape and corner bead pops. Morrison Homes will also repair cracks that are 1/8 inch in width or greater.

Because of the fading factors in paint colors, we are not responsible for color variations in painting repairs. Cracks resulting from shrinkage that are smaller than 1/8 are considered homeowner maintenance.

i) ELECTRICAL

Morrison Homes will correct the electrical system if any circuit breakers trip excessively. Also Morrison Homes will correct any defective outlets, switches or fixtures.

j) EXTERIOR STUCCO

Morrison Homes will repair any cracks greater than 1/8 inch in exterior stucco, matching the color and texture as closely as possible. Hairline cracks are common and do not need to be repaired. Because of the fading factors in paint colors, we are not responsible for color variations in painting repairs.

k) FENCING

Morrison Homes will adjust gates and/or repair or replace gate hardware if necessary to allow the gate to open and close freely.

l) **FLOORING**

Carpet: If carpet becomes loose at the edges, Morrison Homes will repair. Morrison Homes will re-stretch carpet on a one-time basis if it buckles. In the event of fading, staining or discoloration of carpet, manufacturer's warranty will apply.

Hardwood Floors: Morrison Homes will repair any loose boards or gaps in excess of 1/8 inch. We will also repair any floors that have more than a 3/8 inch ridge or depression within a 36 inch measurement.

Resilient Floors: Morrison Homes will repair in the event that the floor becomes loose or bubbles. Manufacturer's warranty will apply in case of fading or discolorations. Gaps in seams exceeding 1/8 inch will be repaired by Morrison Homes. Morrison Homes will repair if subfloor causes depressions or ridges exceeding 1/8 inch in a 6 inch span.

m) **FRAMING**

We will repair any structural members that exceed the following tolerances:

1. Floor systems:
 - A. Joists Deflection of 1 inch in 15 feet.
 - B. Trusses Deflection of 1 inch in 10 feet.
 - C. Structural concrete Crack of 1/4 inch in width and 1/4 inch displacement
2. Lintels
 - A. Concrete, masonry or wood Deflection of 1 inch in 4 feet.
3. Roof framing
 - A. Ridge beam Deflection of 1 inch in 10 feet.
 - B. Rafters, common, jack or Valley/HIP Deflection or bow of 1 inch in 10 feet.
 - C. Ceiling joists Deflection of 3/4 inch in 10 feet.
 - D. Trusses Deflection of 1 inch in 10 feet.
4. Structural beams and girders
 - A. Steel Deflection of 1/2 inch in 8 feet.
 - B. Wood, Solid, Built Up or Laminated Deflection of 1 inch in 10 feet.

5. Structural columns

A. Concrete

Bow of 1/2 inch in 8 feet or out-of-plumb 1/4 inch in 12 inches measured from base of column.

B. Masonry

Out-of-plumb 1/4 inch in 12 inches measured from base of column.

C. Steel

Bow of 1 inch in 8 feet or out-of-plumb 1/2 inch measured from base of column.

D. Wood

Bow of 1 inch in 8 feet or out-of-plumb 1/4 inch in 12 inches measured from base of column.

6. Load bearing walls or partitions

A. Studs

Bow or cup of 1 inch in 8 feet.

Trusses/Joists: Morrison Homes will make any necessary repairs due to the deterioration of floor trusses and joists or roof trusses and joists which make your home unsafe or uninhabitable.

n) HEATING/COOLING

Morrison Homes will repair condensation lines that clog up due to faulty installation. Morrison Homes will repair ductwork that separates or refrigerant lines that leak. Morrison Homes will take corrective action if ASHRAE standards are not met. Morrison Homes will correct any settling of an HVAC unit greater than 2 inches, on a one-time basis.

o) MASONRY

Morrison Homes will repair any cracks greater than 3/8 inch in width in mortar joints of masonry foundation walls. Efflorescence on masonry walls or moisture entering through masonry will be corrected.

p) PAINTING AND CAULKING

During your New Home Demonstration and the 45-day review, we will confirm that all painted surfaces are in acceptable condition. Morrison Homes will touch-up paint as indicated. You will be responsible for all subsequent touch-up, except painting we perform as part of another warranty repair.

Cracking: As it ages, some exterior/interior trims will develop minor cracks. Much of this will occur in the first year. Paint maintenance of these areas are the responsibility of the homeowner.

Fading: Fading of the interior and/or exterior paint is a normal occurrence. This can be caused by aging, humidity, sun, weather, etc. and is not covered under our limited warranty.

Touch-up Visibility: Paint touch-up is visible under certain lighting conditions.

Wood Stain: Due to wood characteristics, color variations will result when stain is applied to wood. This is natural and requires no repair.

q) **PLUMBING**

Morrison Homes will make any necessary corrections to plumbing that was improperly installed (i.e., any problem not resulting from municipal system problems or caused by the homeowner). Morrison Homes will make any necessary corrections to make sure pipes are adequately protected against normally anticipated cold weather for your area. Exterior faucets are the responsibility of the homeowner to protect in cold weather. Any leaking from faucet pipes, not including condensation, will be repaired by Morrison Homes. Morrison Homes will repair any excessively noisy pipes. Morrison Homes will assume responsibility in the event of stopped up sewers, fixtures or drains caused by defective construction or workmanship, but does not assume responsibility for plumbing stoppage caused by the homeowner.

r) **ROOFING/VENTILATION**

Roofing: Morrison Homes will make necessary repairs to roof and roof flashing when leaks occur. We will replace any shingles blown off the roof except in case of winds exceeding manufacturer's tolerance. We are not responsible for leaks caused by ice build-up.

s) **SHEET METAL**

Gutters: Morrison Homes will ensure adequate fall to limit the standing water depth to a maximum of a 1/2 inch in a clean, clear gutter. Morrison will correct any leaky gutters.

t) **SITE WORK**

Asphalt Driveways: Morrison Homes will repair any indentations or depressions caused by settlement which retains water in excess of 1 inch deep.

Drainage: We will fill excessively settled areas which affect proper drainage. Where lot lines permit, proper grade is a minimum fall of 6 inches in 10 feet around the foundation. Standing or ponding water shall not remain for extended periods, generally no longer than 48 hours, in the immediate area of your home after a rain. We will not make grading determinations while there is frost or snow on the ground.

u) **SWIMMING POOLS**

Pool Shell: Morrison Homes will repair a pool shell that does not remain structurally sound during the two-year warranty period.

Structurally sound is defined as maintaining the structural integrity of the pool shell so as to withstand all normal loads or stresses without cracking or causing water loss. Morrison Homes does not warrant against damage to the pool shell caused by failure to maintain proper water levels or ground water rising above the lowest point of the pool. Any steel rebar rust-through will be repaired during this two-year period.

Underground Installation: Morrison Homes will repair all underground installations that are defective or cease to provide service, including pool plumbing, electrical and gas.

Equipment: All pool equipment installed by Morrison Homes, including heaters, pumps and filters, are covered by our two-year warranty.

Finishes: Morrison Homes will repair any cracked tile and cracked or loose masonry not caused by homeowner negligence or improper maintenance.

v) **THERMAL / MOISTURE PROTECTION**

Trim: Morrison Homes will repair any excess warping, cupping, splitting or rotting of wooden members. If exterior trim pulls away from its surface, Morrison Homes will re-nail and seal the material to the surface on which it is attached. Morrison Homes will correct any open joints in exterior trim exceeding 3/8 inch.

Flashing: Leaks due to improperly installed flashing will be corrected by Morrison Homes.

Exterior Siding: Any hairline cracks 1/8 inch or greater will be repaired by Morrison Homes. If siding materials become loose or detached for any reason other than gale force winds, it will be repaired by Morrison Homes. If siding materials show signs of deterioration and/or delamination, Morrison Homes will make sure that the manufacturer repairs or replaces defective material. Morrison Homes cannot guarantee an exact color match to repaired areas.

w) **SOD/LANDSCAPING**

Sod: Grass that has been properly maintained will be replaced if reported and observed by a Morrison Homes representative as dead within 45 days of closing. Proper maintenance is the responsibility of the homeowner from the date of closing. Weeds and foreign growth are inherent to grass in Florida and cannot be controlled by Morrison Homes and are not covered. Stress caused by lack of watering, insects, fertilization, frost, freeze, or abnormal rainfall are not covered.

Plants, Trees and Shrubs: Morrison Homes will replace any items reported and observed by a Morrison Homes representative as dead within 45 days of closing. Proper maintenance is the responsibility of the homeowner from the date of closing. Stress caused by lack of watering, insects, fertilization, frost, freeze, or abnormal rainfall are not covered.

KNAUF 可耐福

November 29, 2006

Mr. Salomon Homsary Abadi
Rothchild International Limited
N-510 Chia Hsin Bld.
Annex 96 Chung Shan N. Rd. Sec. 2
Taipei, Taiwan R.O.C.

Re: Shipment Of Plasterboard Under Contract No. EX-USA-20060313

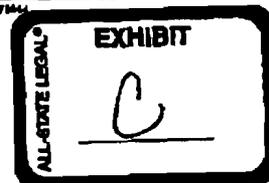
Dear Mr. Abadi:

Knauf Plasterboard (Tianjin) Co., Ltd. appreciates your bringing to our attention the concerns of your customers over the smell of some Knauf Tianjin plasterboard that you imported to the United States. As I understand it from our meetings over the last several days, your customers have raised two issues: (1) does Knauf Tianjin plasterboard smell different than U.S. or other synthetic board; and (2) is there a health risk from installing Knauf Tianjin plasterboard into buildings. I apologize that it has taken Knauf Tianjin several days to respond to the questions, but these are not issues that the company has had to address previously in the context in which they were raised. Frankly, Knauf Tianjin believed that its assurances alone on the health point, in particular, may not have been convincing. Therefore, Knauf Tianjin hired a nationally recognized consulting firm to sample the plasterboard and homes in which the plasterboard was installed in order to answer your customers' questions satisfactorily.

Based on my observations of the Knauf Tianjin plasterboard, comparisons to other plasterboard used in the area and discussions with our plant in Tianjin, I am confident that the difference in smell is no more than the difference between Chinese natural gypsum plasterboard and synthetic plasterboard. The plasterboard that I was directed to as having a smell, does have a different smell than synthetic plasterboard. Put simply, it smells like the plasterboard made from natural gypsum in China and much of the plasterboard Knauf Tianjin manufactures every day.

I have attached the summary report prepared by CTEH regarding any health risk from Knauf Tianjin's plasterboard. I am pleased to report that according to the CTEH testing results there are no health risks associated with Knauf Tianjin's plasterboard.

可耐福石膏板(天津)有限公司
Knauf Plasterboard (Tianjin) Co., Ltd.
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Because of the urgency expressed by you and your customers, I am copying the customers you introduced me to over the last several days on this letter. Please forward this letter and report to other customers that express similar concerns. Please contact me with any other questions or concerns that you may have. We look forward to continuing our relationship with you.

Very truly yours,



Mark Norris

cc: Mickey Coblentz

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**Summary of Air Sampling Results
November 29, 2006****Summary**

In response to reports of sulfur-like odors potentially associated with the use of Knauf Tianjin gypsum plasterboard, the Center for Toxicology and Environmental Health, L.L.C. (CTEH) was mobilized to the Miami-Ft. Lauderdale, Florida area to conduct an air quality investigation. CTEH performed air quality testing for a wide variety of chemicals, including sulfur-containing compounds and volatile organic compounds (VOC). The testing results were evaluated to determine if the measured compounds posed an unacceptable public health risk.

Air testing was performed in homes containing the Knauf Tianjin gypsum plasterboard and in one home containing a similar product from another supplier. Sampling of air from unused packaged product and outdoor air was also performed. Samples of bulk plasterboard manufactured by Knauf and two other Chinese manufacturers were tested for chemical composition, along with a product manufactured in the United States. The testing revealed that the Knauf Tianjin product released low levels of certain naturally-occurring sulfur-containing compounds. Testing of the bulk material revealed the likely source of these compounds was a sulfur-containing mineral known as iron disulfide. One of the other two products manufactured in China presented a similar odor and also contained the iron disulfide mineral. Based on comparison with occupational and public exposure limits, toxicology testing data, and on data regarding air concentrations from natural sources, it was concluded that measured concentrations of the detected chemicals in air were not present at levels that present a public health concern.

Site Activities

Sampling occurred between November 18 and 20, 2006. A total of five homes were sampled, one of which did not contain the Knauf Tianjin product, and one of which was not clearly identified as to the source of the installed product. Bulk samples of the Knauf Tianjin product both before and after installation were obtained, along with samples from sources other than Knauf Tianjin. These alternative sources included two plasterboard products also manufactured in China and a product manufactured in the United States. These samples were sent to an independent laboratory for analysis of the composition of the products.

Air samples included both "real-time" and integrated samples. Real-time samples utilized instruments or methods that provided virtually instantaneous readings of several compounds, including: hydrogen sulfide, sulfur dioxide, volatile organic chemicals, mercaptans, and carbon disulfide. The results of all real-time samples were negative. Integrated samples were collected over an identified period of time and were sent to an independent laboratory for analysis for sulfur dioxide, sulfur containing compounds, and volatile organic compounds. These laboratory methods test for thousands of compounds that may be present in the air with low part per billion detection limits. The results of the integrated samples will be discussed in more detail below.

Results

No sulfur dioxide was detected in any samples. Carbonyl sulfide and carbon disulfide were detected in all samples associated with the Knauf Tianjin product. Carbonyl sulfide was also detected in the outdoor air sample. One home had a very low level of methyl mercaptan detected in the air. Each of these chemicals is

naturally occurring, with the greatest natural source being ocean water. Each has also been identified as a byproduct of bacterial action on construction debris containing drywall wastes.

The highest carbon disulfide level detected in any sample (14 ppb¹) was well below the USEPA reference concentration (220 ppb), which was established to protect the general population, including sensitive individuals. An odor threshold of approximately 100 ppb has been reported. The recommended occupational exposure level for this chemical is 1,000 ppb. Carbon disulfide has been detected in human breath at an average concentration of 24 ppb. Levels of carbon disulfide were not detected at a level that presents a health concern.

There are no regulatory or guideline levels recommended for workplace exposures to carbonyl sulfide. However, the highest detected concentration in any sample (16 ppb) is hundreds of times below levels shown to cause no effects in experimental animals. The state of Louisiana has an 8-hour average outdoor air exposure standard for this chemical of 237 ppb. The odor threshold has not been reported for this chemical. Carbonyl sulfide has been detected in human breath at an average concentration of 92 ppb. Levels of carbonyl sulfide were not detected at a level that presents a health concern.

One sample contained a very low level of methyl mercaptan. The level was below the method reporting limit, and the concentration was estimated at 1.8 ppb (3.6 µg/m³). The recommended occupational exposure limit for methyl mercaptan is 500 ppb. Methyl mercaptan has been found in environmental air at concentrations up to 4 ppb, although none was detected in the outdoor air sample collected in Miami (reporting limit of 5 ppb). The following states have ambient air guidelines for methyl mercaptan: New York (1.7 ppb – annual); Virginia (8 ppb – 24-hour); North Dakota (5 ppb – Maximum Acceptable); Connecticut (10 ppb); Maine (1 ppb – long term); and Michigan (10 ppb – 1 hour). The USEPA has not developed a final reference concentration for this chemical, but has published a provisional RfC of 1 ppb. An odor threshold of 1.6 ppb has been reported for this chemical. Individuals with halitosis (bad breath) have been shown to have elevated breath concentrations of this chemical. Given that this chemical was not detected in three of the four homes containing the Knauf product, nor in the air from packaged Knauf product, we cannot conclude that methyl mercaptan originated from the Knauf material. Regardless, methyl mercaptan was not detected at a level that presents a health concern.

Hydrogen sulfide was detected in all of the samples collected during this investigation, at concentrations ranging between 2.3 to 4.1 ppb. However, it was also present in the outdoor air sample at a concentration of 3.2 ppb. The highest measured level (4.1 ppb) was taken from air inside the packaging of unused product. The next highest level (3.9 ppb) was obtained from a home with a plasterboard product from a U.S. manufacturer. These data indicate that the homes built with the Knauf Tianjin product did not have elevated levels of hydrogen sulfide.

Chemical analysis of the bulk plasterboard indicates that it contains a naturally-occurring iron disulfide mineral (e.g., pyrite). Chemical analyses suggest that this mineral appears to be the source of the sulfur-containing compounds emitted from this product. Laboratory observations indicated that one of the other plasterboards from Chinese manufacturers had a similar odor as the Knauf Tianjin product. This product also contained the iron disulfide mineral.

¹ ppb stands for parts per billion, which is equal to one part of chemical by volume per one billion parts of air.

The only volatile organic compounds consistently detected in indoor air samples from the various sources measured were well below health-based levels. These chemicals (isopropyl alcohol, acetone, toluene) are commonly detected in indoor air samples and can originate from multiple common sources.

Conclusions

These data indicate that certain naturally-occurring sulfur-containing compounds can be emitted from the Knauf Tianjin product at concentrations higher than present in background air. However, based on comparison with occupational and public exposure limits, toxicology testing data, and existing data regarding naturally-occurring air concentrations, the measured concentrations in homes containing the Knauf Tianjin product are not at levels that should be considered a public health concern.

Did testing for lead

ENVIRON

M e m o r a n d u m

To: Thomas B. Larkin, Manatee County Health Department
Robert G. Kallotte, Sarasota County Health Department
Henry Slack, U.S. EPA Region IV
Tim Wallace, Florida Department of Health, Tallahassee
Jorge Laguna, Florida Department of Health, Tallahassee
Clark Eldridge, Florida Department of Health, Tallahassee
Selva Selvendran Palm Beach County Health Department
Robert Anderson, Palm Beach County Health Department
Mike McGinnis, Palm Beach County Health Department
Julia Holtzhauser, Palm Beach County
Jaime Morales, Palm Beach County
Stan Stoudenmire, Pinellas County Health Department
Bob Washam, Martin County Health Department
Robert Maglievaz, Volusia County Health Department

From: Robert P. DeMott, Ph.D., DABT, Principal Toxicologist
James L. Poole, Ph.D., CIH, Industrial Hygiene Manger

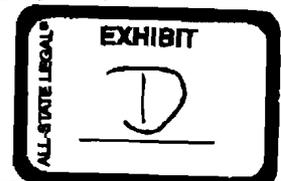
Date: 31 October 2008

Re: October 2, 2008 Meeting in Sarasota regarding sulfur compound emissions from imported gypsum board

Thank you for participating in the briefing provided by ENVIRON International (ENVIRON) on October 2, 2008 regarding an investigation of sulfur compound emissions from certain imported gypsum board ("wallboard") and related health considerations. As discussed, the goal of this briefing was to inform you about the source of sulfide gases that has become apparent in some number of houses constructed since 2005 in certain areas of Florida. This material was presented in case you receive inquiries from parties who may be experiencing this phenomenon.

Our briefing was presented by Dr. Robert DeMott, a board-certified toxicologist, and Dr. James Poole, a Certified Industrial Hygienist, both from ENVIRON's Tampa office and both of whom designed and conducted the investigations described. Also attending was Douglas Halsey of the law firm of White & Case LLP.

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www.environcorp.com



At the briefing, Bob DeMott explained the studies and tests that identified the specific sulfur-containing gases emitted from the wallboard and the levels of those sulfur-containing gases in homes. The overall conclusions presented were: 1) the release of sulfur-containing gases was demonstrated selectively with wallboard imported from China; 2) corrosion of certain components found in affected homes could be re-created in a test chamber by exposing otherwise unaffected copper to the Chinese wallboard; and 3) the room air from over 30 homes has been analyzed for the relevant sulfur-containing gases and none of the concentrations approach levels that can cause health effects. ENVIRON also responded to questions from various participants and provided additional information on the nature of the testing completed, the geographical areas where affected homes have been found, and the characteristics of the wallboard producing the emissions.

At the conclusion of the briefing, several participants asked to be informed of any additional developments and requested further dissemination of information. A brief summary of the briefing is provided below.

ENVIRON presented the results of sampling for reduced sulfur gases in room air from over 30 homes in Southwest Florida. Carbon disulfide has been detected in approximately half of sampled homes, with typical detected concentrations of approximately 5 ppb – all samples were less than 15 ppb. The lowest chronic MRL (minimal risk level) from ATSDR is 300 ppb. Carbonyl sulfide has been detected occasionally, in the same ppb range. Hydrogen sulfide has never been found at higher levels in room air than the coincident outdoor level.

Dr. DeMott also explained the investigation of odor complaints and HVAC system failures in Southwest Florida. Specifically, Dr. DeMott noted that follow-up on HVAC system failures indicated an unusual rate of copper heat exchange coil corrosion and corresponding loss of integrity, which allowed the refrigerant gas to escape and cause the HVAC units to freeze-up. The affected HVAC coils had an observable black residue, which subsequent materials testing confirmed to be sulfur-based. Thereafter, chamber testing demonstrated that the wallboard from China emitted carbon disulfide, carbonyl sulfide and hydrogen sulfide, which caused the otherwise unaffected copper sample in the chamber to corrode in a manner that was chemically identical to the copper corrosion observed in affected homes.

It was also noted that repeated coil failures in certain homes, in conjunction with installation/in-service dates and evaluation of new corrosion, indicates that the emission of the sulfur-containing gases from the Chinese wallboard can continue for at least 2 years. At this time, there is no definitive data indicating when or if the Chinese wallboard will cease to emit the sulfur-containing gas.

It was also discussed that the timeframe for construction of homes appears to be significant. To date, all affected homes were constructed after Hurricane Katrina (2005), which affected the availability of building materials and coincides with a period when a substantial amount of Chinese wallboard was imported. It also appears as if this phenomenon is limited to particular sources and timeframes of production, as opposed to being a characteristic of all Chinese wallboard.

Furthermore, during the briefing, one of the participants inquired whether the emissions could be linked to wallboard made from synthetic (known as flue gas derived, or "FGD") gypsum. According to wallboard trade press stories, FGD gypsum was not yet manufactured in China during the relevant timeframe. Also, preliminary materials testing indicates that the Chinese drywall of concern was not FGD gypsum.

Also during the briefing, participants commented that odor complaints, failed HVAC coils, or both had been reported at a small number of residences in Palm Beach County, Martin County, Collier County, Lee County and Sarasota County. Regarding other areas, however, the EPA's participant advised that after checking with the other regional offices of the EPA, they had heard of no reports of this phenomenon.

At the end of the briefing, one agency participant presented the view that the detected levels of sulfur-containing gas did not appear to present a health risk. The various individuals attending the meeting indicated their concurrence with the conclusion that there were no public health concerns associated with the low part-per-billion levels of sulfur-containing gas emissions found to date.

This represents a brief summary of the presentation and inquiries from the participants. If you have specific questions or comments on the meeting summary, please contact us at 813-628-4325.

Thank you again for taking the time to participate in the briefing.

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Printed on page C5

Senators request drywall funding for tests

By Aaron Kessler

Published: Thursday, May 21, 2009 at 1:00 a.m.

Florida Sen. Bill Nelson, along with Sen. Mary Landrieu, D-La., filed a budget amendment Wednesday seeking \$2 million in emergency funding for Chinese drywall testing.

The proposal came as Nelson's aides worked late into the night Wednesday preparing for the congressional hearing on Chinese drywall scheduled for this morning.

The hearing, by a subcommittee of the Senate Commerce Committee, will feature a Lee County homeowner and federal and state officials investigating the matter, including Florida toxicologist Dr. David Krause.



Sen. Bill Nelson has filed a budget amendment for drywall testing, saying, "This is an enormous problem."

"This is an enormous problem," Nelson said of tainted drywall at a press conference Wednesday morning on Capitol Hill. He held up a piece of drywall taken from the Lakewood Ranch home of Kristin Culliton and said the material -- linked to extensive corrosion in hundreds of homes and suspected of causing health problems -- was "creating havoc" in Florida and other affected states.

Landrieu said while officials originally thought the tainted drywall problem would be isolated to a few Southeastern states, the scope has broadened considerably to include regions across the country.

"This is not just the Gulf Coast," she said, citing reports from nearly a dozen other states from Virginia to California.

A Feb. 1 Herald-Tribune analysis of shipping records found that at least 550 million pounds of Chinese drywall have entered the country through more than a dozen ports since 2006.

Landrieu said her office has received hundreds of phone calls from potential victims whose homes turn out to have been rebuilt with Chinese drywall after Hurricane Katrina.

She said among those believed to be affected are the fire chief of St. Bernard Parish and the

head coach of the New Orleans Saints, Sean Payton.

Nelson's office has also been deluged with phone calls. Nelson himself made a trip to Southwest Florida last month to tour several affected homes, including two in Lakewood Ranch. Nelson said he immediately began to experience breathing problems after entering the homes, and that homeowners can not afford to wait for the government to take action.

The Florida Democrat has been pushing the Consumer Product Safety Commission to conduct definitive testing of the tainted drywall to determine what substances are causing the damage and whether they are dangerous to human health. He has also called on the commission to issue a recall of all defective drywall.

The commission has said it believes a recall is premature until the necessary testing can be completed.

But Nelson said Wednesday the commission has told the Senate it cannot afford the extensive testing needed because of its current budget constraints -- prompting the push for the \$2 million needed to cover the expected costs.

About \$1.5 million would go toward the testing itself, and the remainder would pay for coordination efforts between the CPSC and the U.S. Environmental Protection Agency and a public awareness campaign.

Nelson and Landrieu had formally requested that the money be added to the budget supplemental now being debated in the Senate, which mainly includes funding for the wars in Iraq and Afghanistan.

The Senate Appropriations Committee did not include the money in the version of the bill sent to the Senate floor this week, which is why the measure will now be offered as an amendment.

Nelson took to the Senate floor Wednesday afternoon to make a case to his fellow Senators for the \$2 million. If you are a homeowner affected by defective drywall, he said, "this is no little emergency."

As of Wednesday evening, the amendment had not yet come to the Senate floor for a vote. It may not require an individual vote if it is rolled into a larger bundle of amendments this week offered by the budget bill's sponsor.

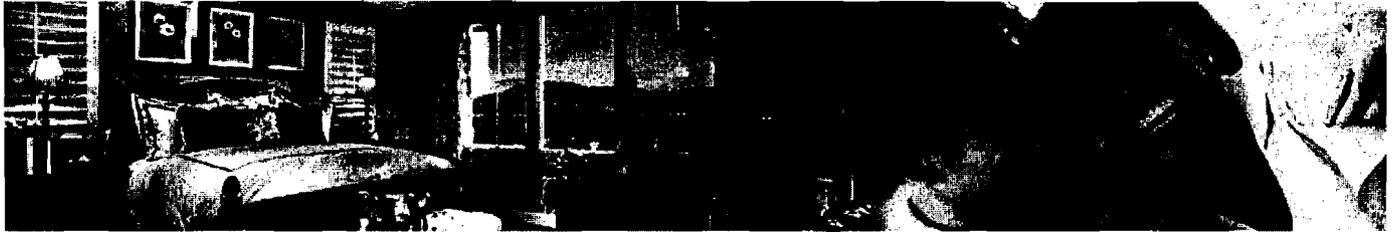
If the Senate approves the \$2 million drywall amendment, the measure would still need the approval of the House budget writers to be included in the final budget supplemental sent to President Barack Obama.

This story appeared in print on page C5



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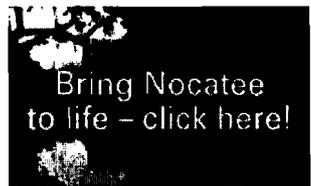
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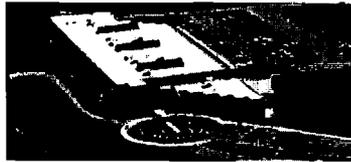
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Contacts

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[Map](#)



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Export

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 FAX: 305-685-5014

Knauf Insulation North America
 Based on the data from www.knaufinsulation.com, Knauf Insulation, a company that has been in the industry for more than 100 years, has introduced a new product even more sustainable than its previous products. Knauf Insulation North America products are now available in the United States. "Knauf Insulation does not produce or sell drywall, plasterboard or any other gypsum or gypsum-related product."

Manufacturing Facilities

Plant 1

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 FAX: 317-398-5501
[Map](#)



Plant 2

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 Lanett, AL 36863
 TEL: 334-576-8141
 FAX: 334-576-2494
[Map](#)



Plant 3

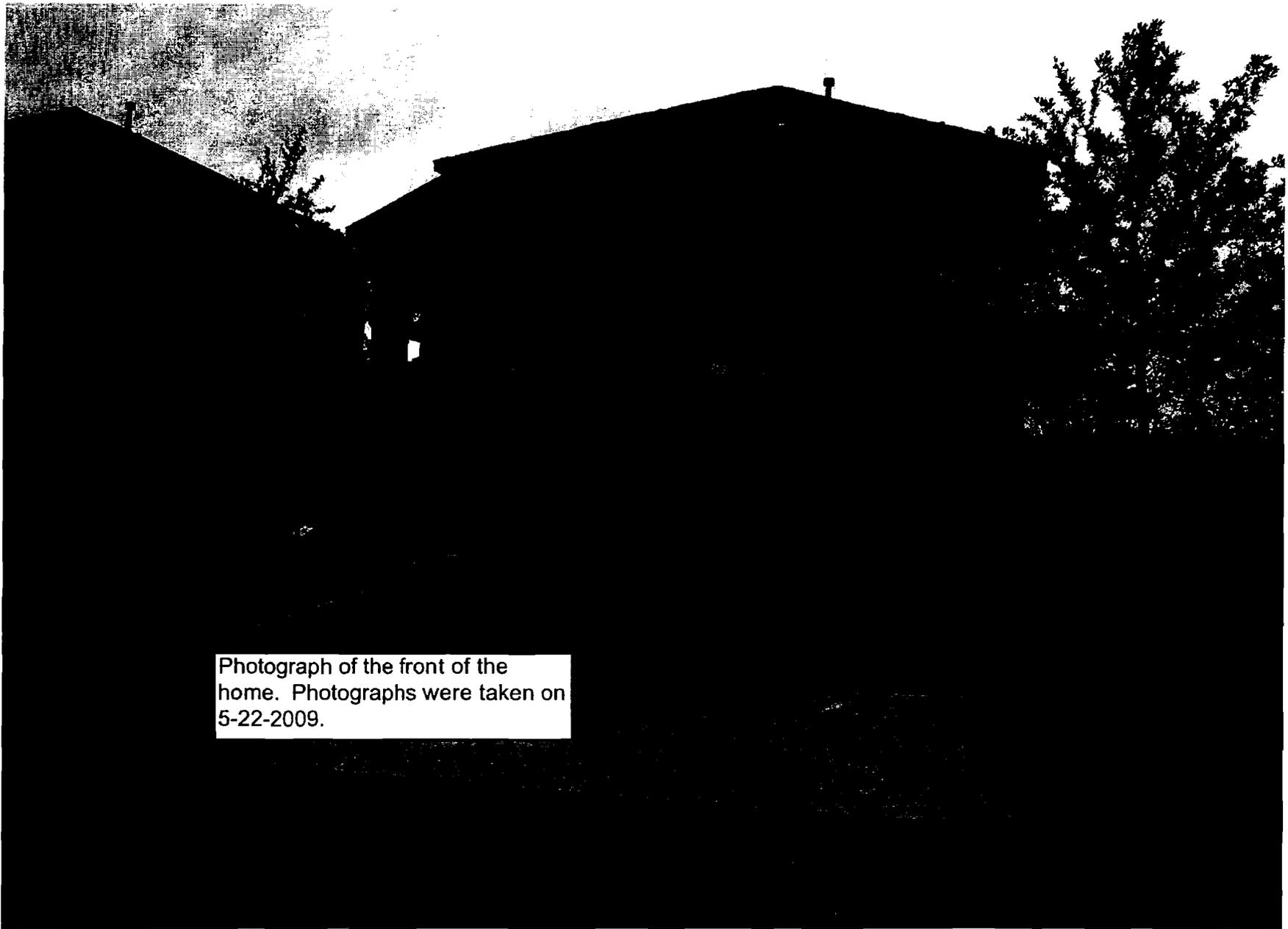
Knauf Insulation
100 Knauf Drive
Shelbyville, IN 46176
TEL: 317-421-3343
FAX: 317-398-5502
Map



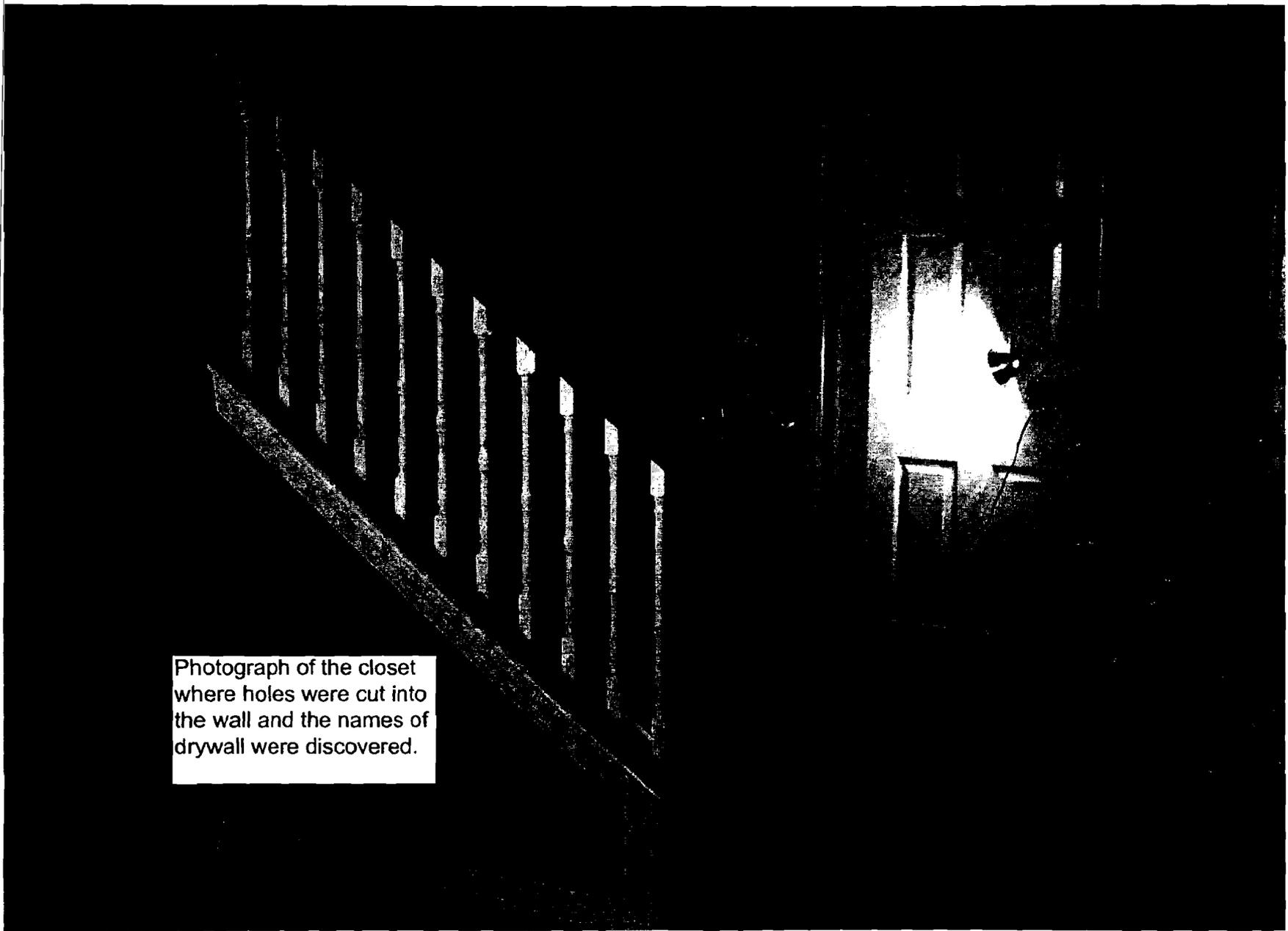
Plant 4

Knauf Insulation
3100 Ashby Road
Shasta Lake, CA 96019-0819
TEL: 530-275-9665
FAX: 530-275-4993
Map

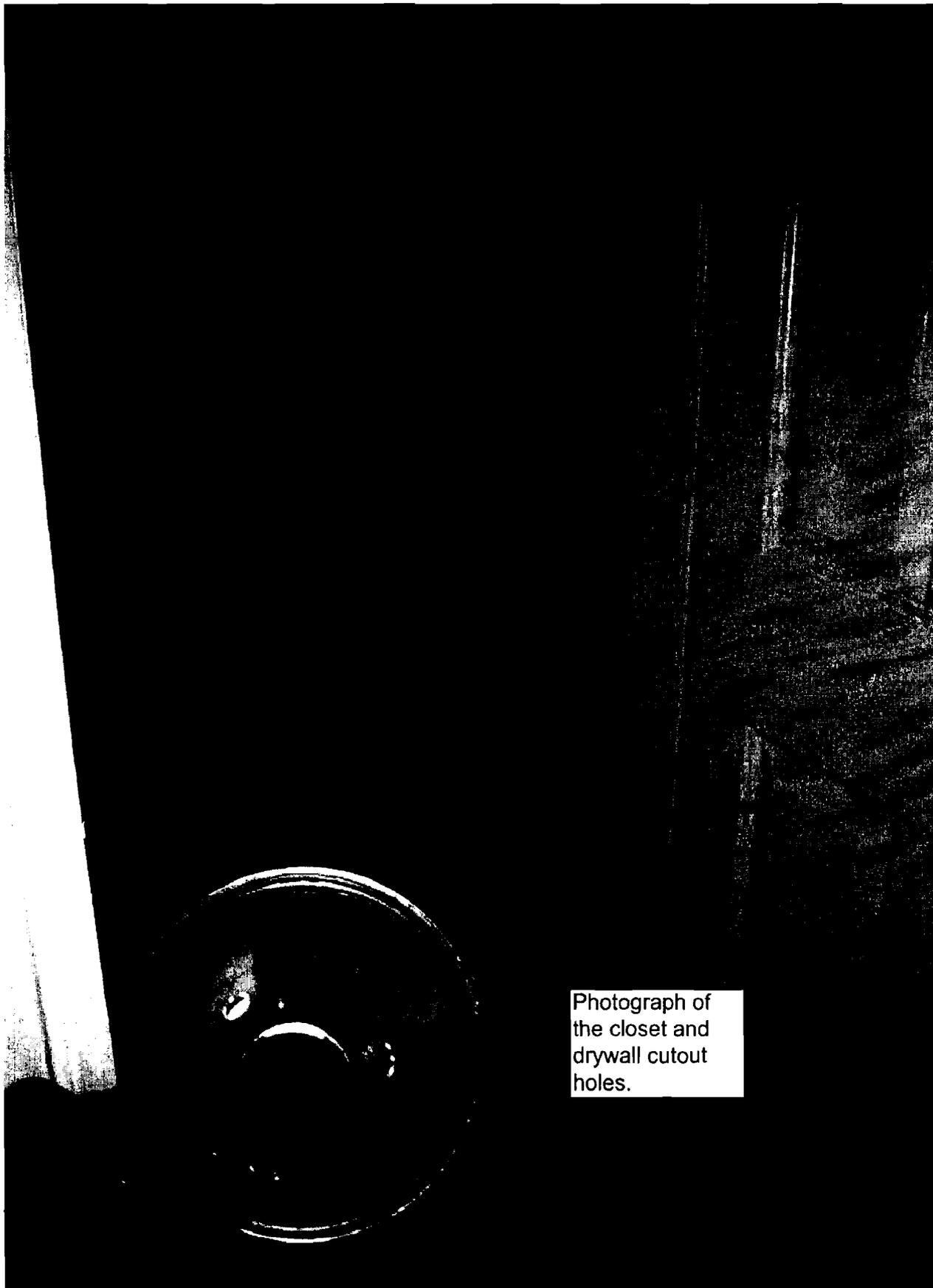




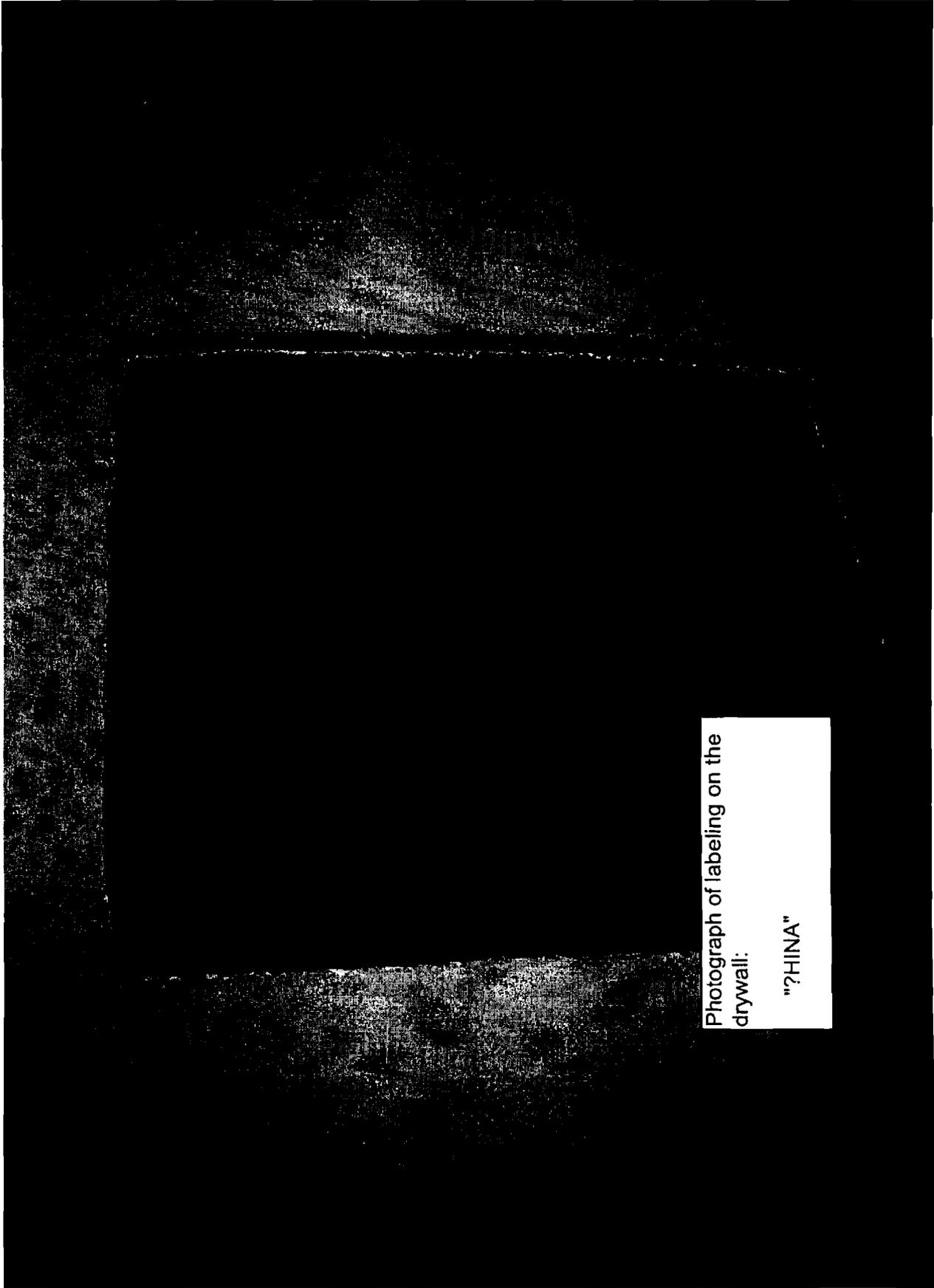
Photograph of the front of the home. Photographs were taken on 5-22-2009.



Photograph of the closet where holes were cut into the wall and the names of drywall were discovered.

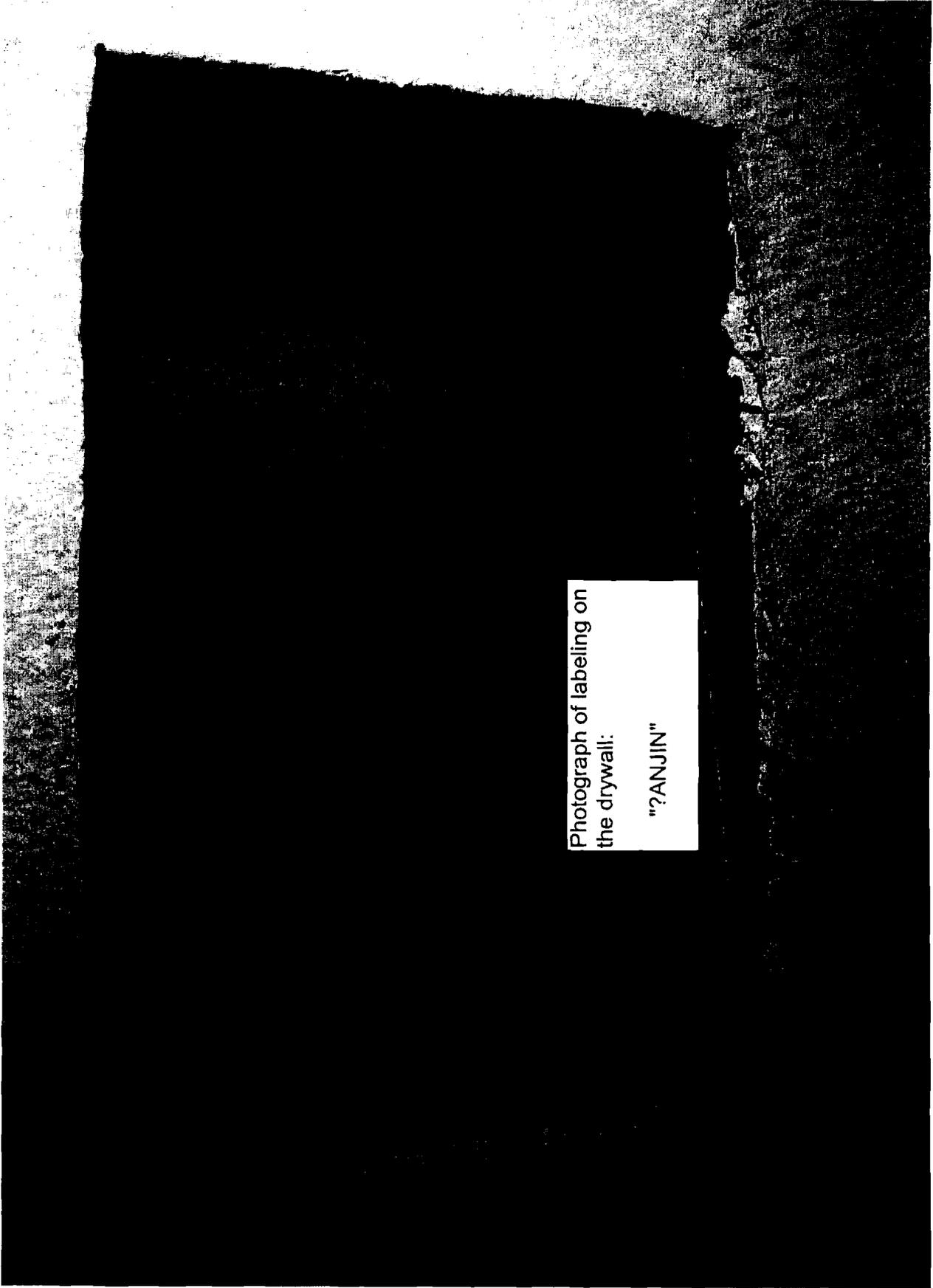


Photograph of the closet and drywall cutout holes.



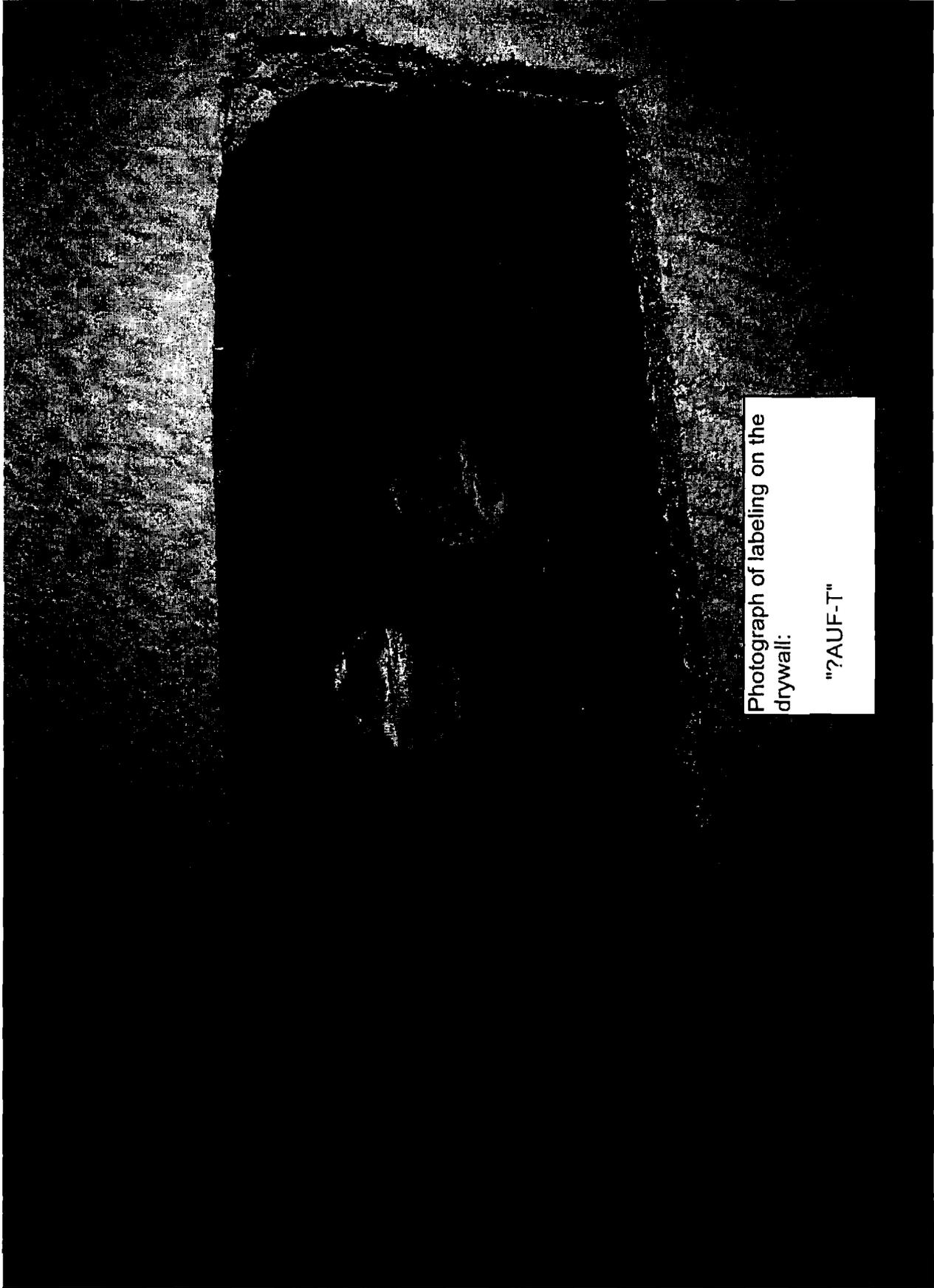
Photograph of labeling on the
drywall:

"?HINA"

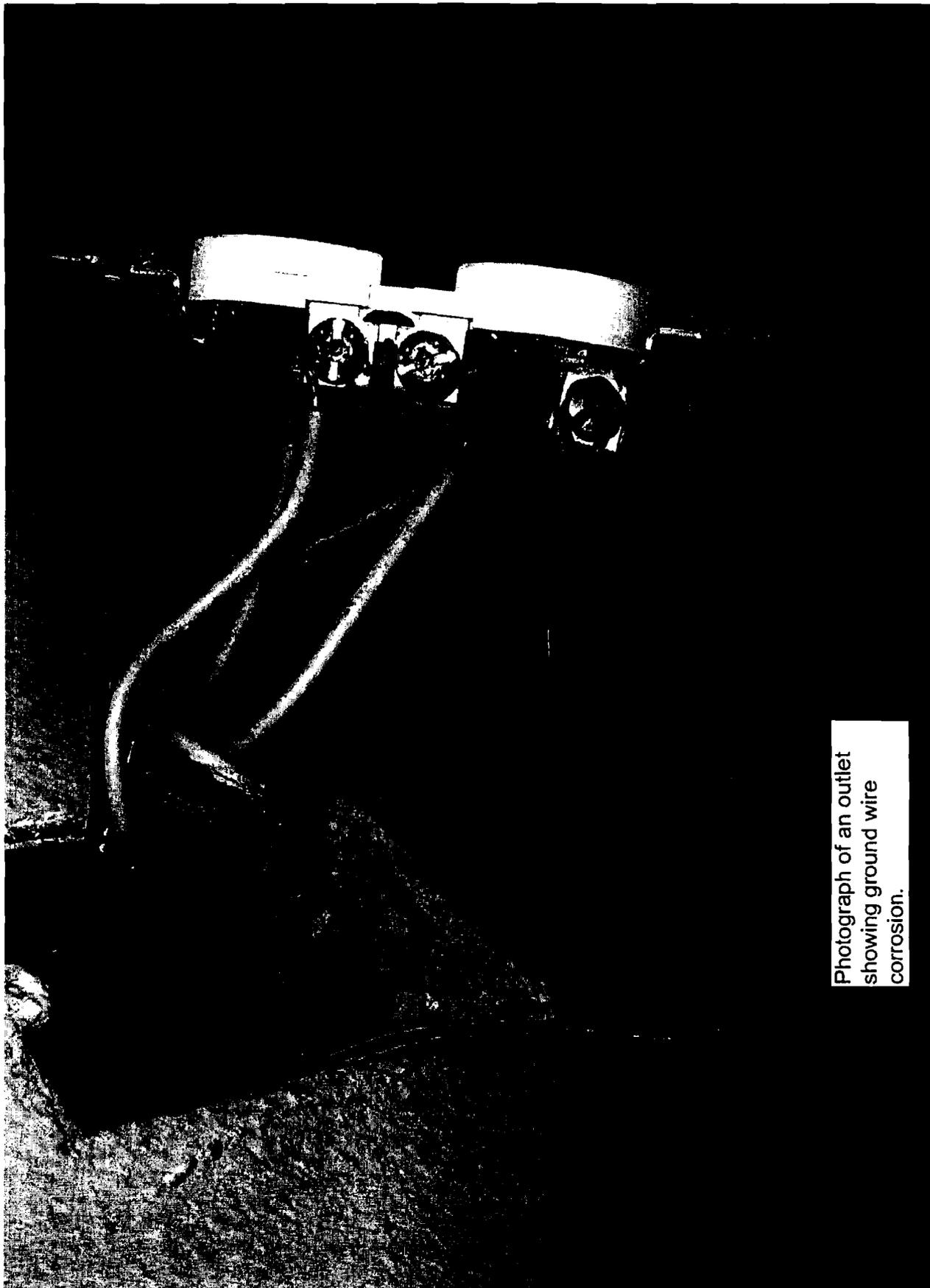


Photograph of labeling on
the drywall:

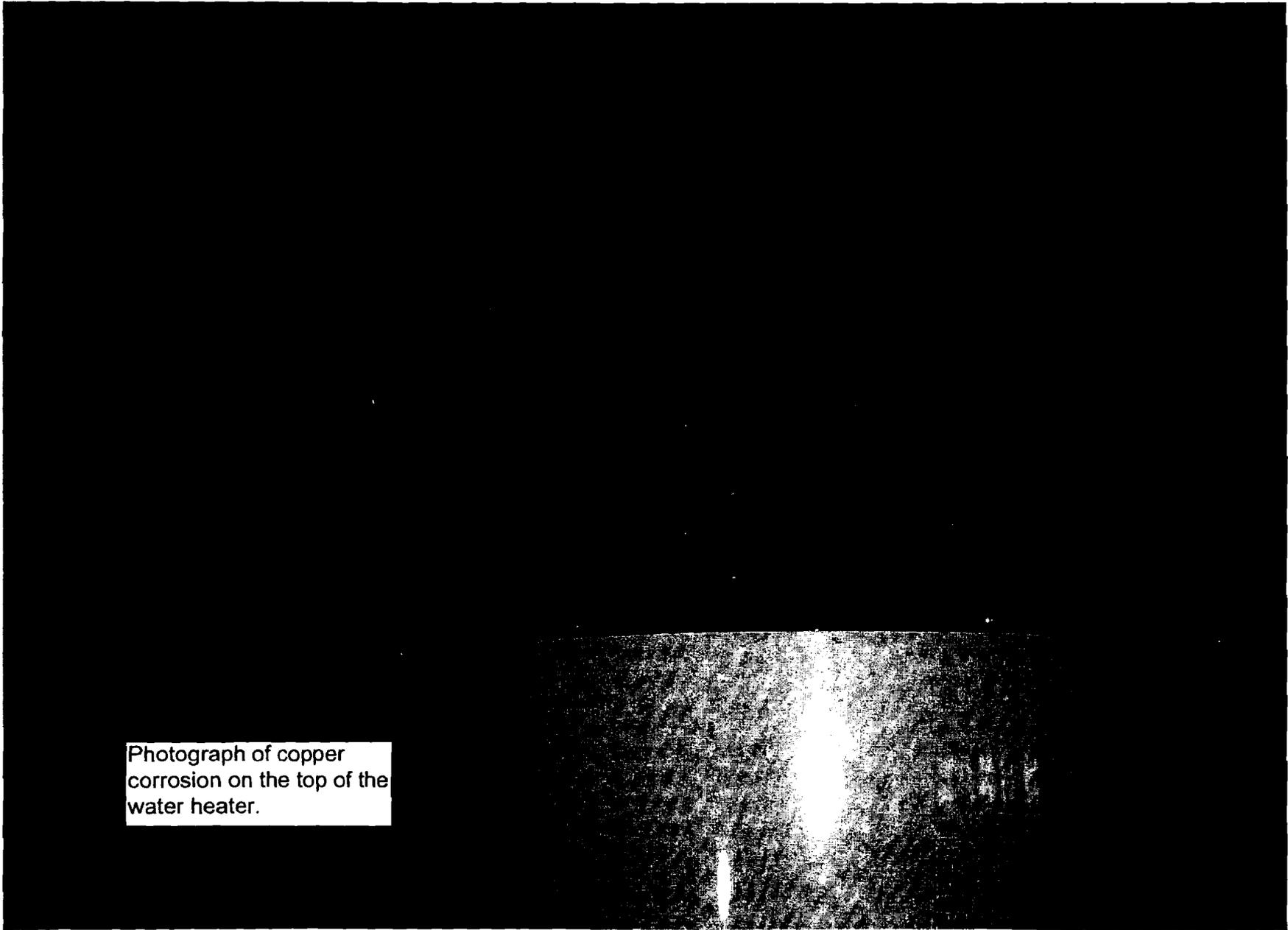
"?ANJIN"



Photograph of labeling on the
drywall:
"?AUF-T"



Photograph of an outlet showing ground wire corrosion.



Photograph of copper
corrosion on the top of the
water heater.

Not Responsive

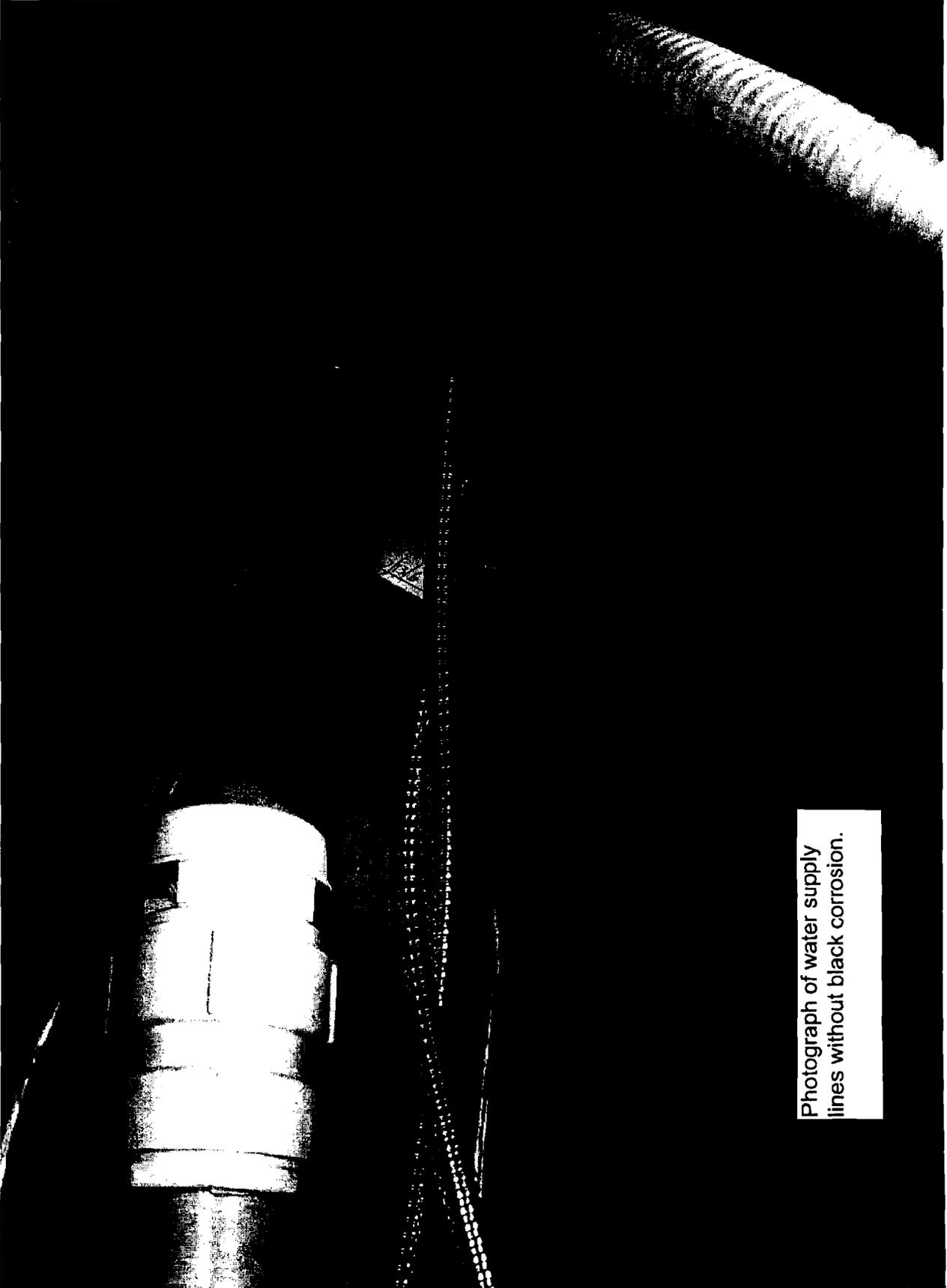
Labeling on the water heater.



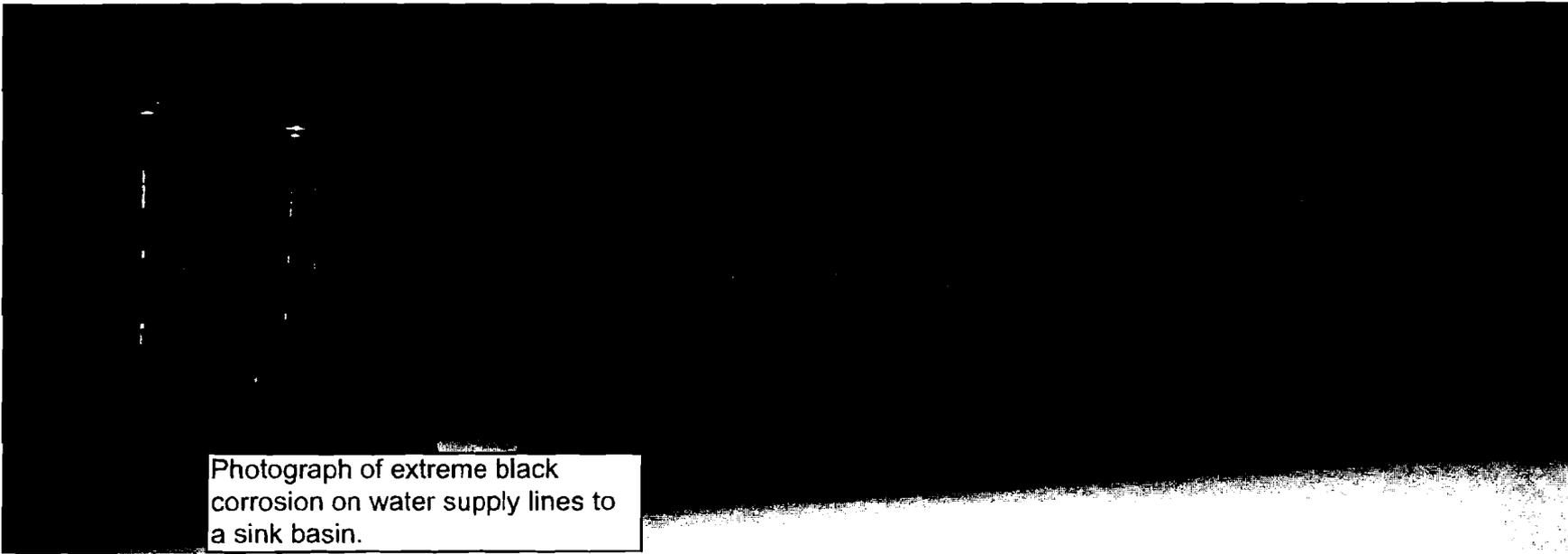
Photograph of a
bathroom chrome
fixture without
corrosion.



Photograph of a chrome water supply line without corrosion.



Photograph of water supply lines without black corrosion.



Photograph of extreme black corrosion on water supply lines to a sink basin.



Copper corrosion on one of the copper lines.

Mississauga, on 15N 3A7 licensee/porteur du licence au Canada

Not Responsive

oz R134a
AC/60Hz
S 7.90
E 01

LISTED HOUSEHOLD
REFRIGERATOR

165A



ENERGY
PERFORMANCE

VERIFIED

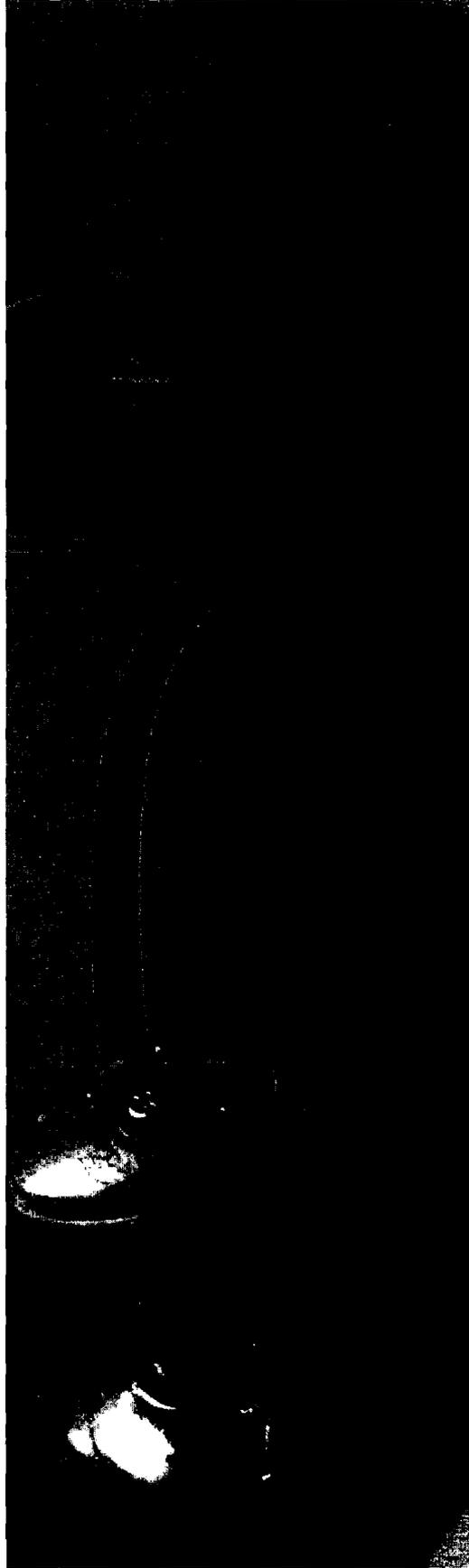
EEV99387
RENDEMENT
ENERGETIQUE



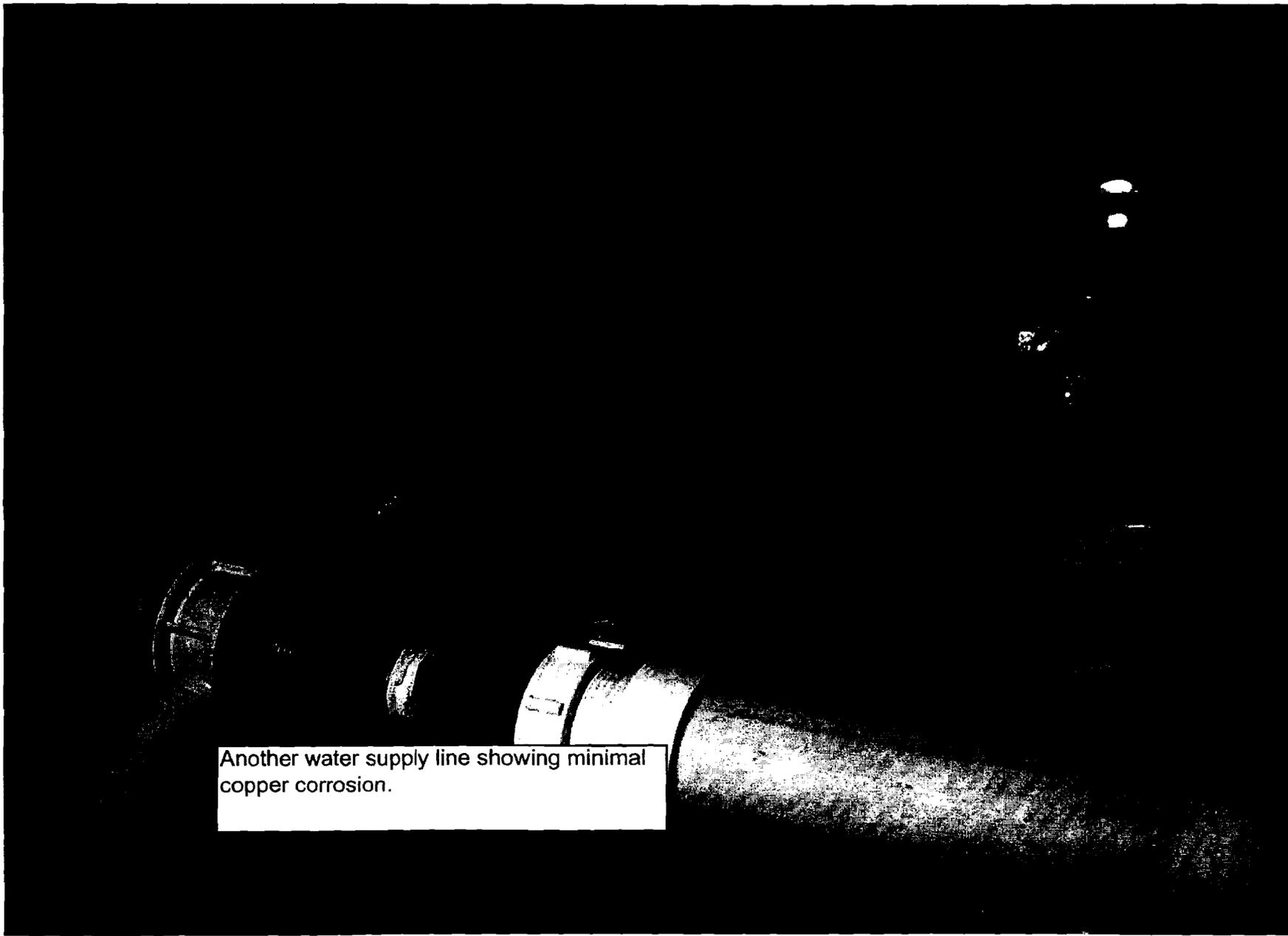
VERIFIE

USE ICE MAKER ACCESSORY KIT AMKIT97
MINIMUM INSTALLATION CLEARANCE: TOP - 1/2 INCH

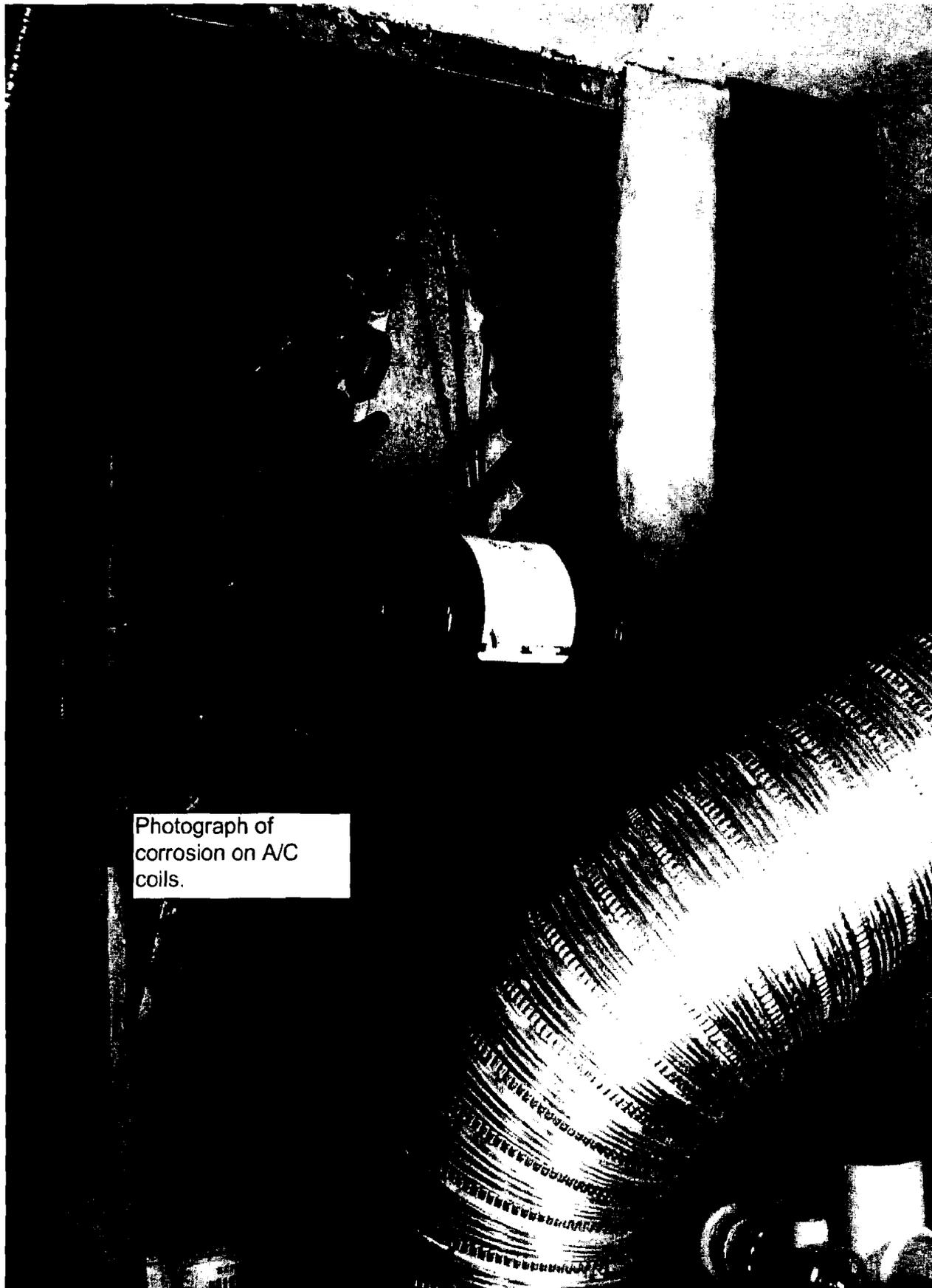
Labeling for the
refrigerator.



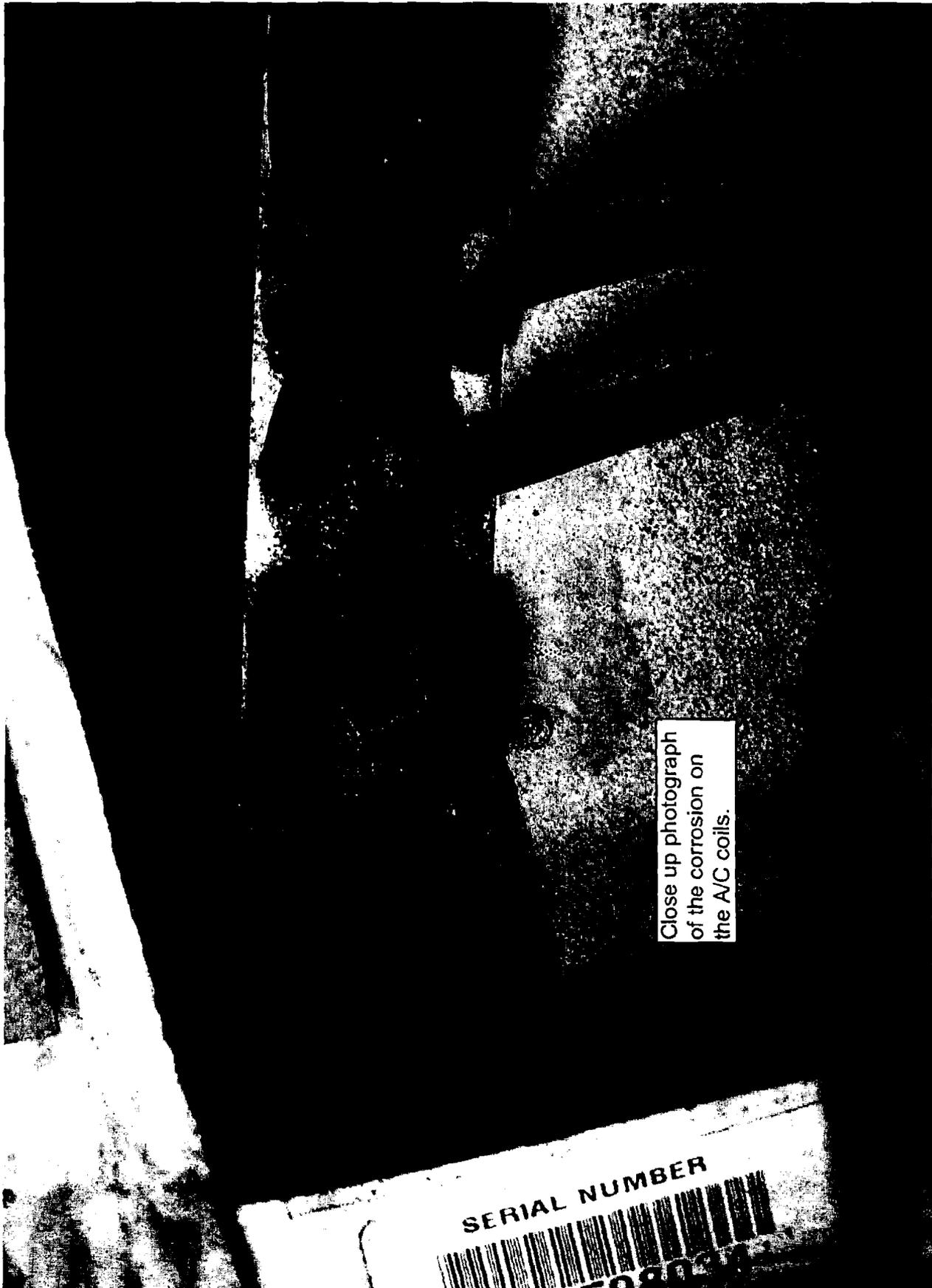
Copper corrosion on
one of the copper
water supply lines.



Another water supply line showing minimal copper corrosion.



Photograph of corrosion on A/C coils.



Close up photograph
of the corrosion on
the A/C coils.

SERIAL NUMBER



Not Responsive

Product contains fiberglass wool

Disturbing the inside of this product during installation, maintenance or repair will expose you to fiberglass wool. Breathing this may cause lung cancer. (Fiberglass wool is known to the State of California to cause cancer.) Fiberglass wool may also cause respiratory, skin, and eye irritation.

To reduce exposure to this substance or for further information, consult material safety data sheets located on form attached to each package or contact your supplier.

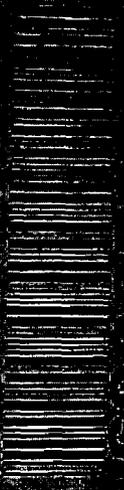
MAX DESIGN PRESS: 450 PSI
MATCH METERING DEVICE WITH REFRIGERANT (R-22 OR R-134A)



UL LISTED

REFRIGERANT EVAPORATOR
ALSO AS SECTION OF
HEAT PUMP

SERIAL NUMBER



Labeling on the A/C.

Doc No: I08C0627A

Issue: 14

12/30/2008

12/26/2008 23:28:48

Name = Kristin Culliton
Address = 15314 Skip Jack Loop
City = Bradenton
State = Florida
Zip = 34202
Email = kmculliton@yahoo.com
Telephone = 941.726.6562
Name of Victim =
Victim's Address =
Victim's City =
Victim's State =
Victim's Zip =
Victim's Telephone =

Incident Description = I am writing to ask for your assistance. I have a serious situation with my home and have not been able to get any support from my builder who is also my employer, Taylor Morrison. I feel that my home is contaminated due to the off gassing of sulfur compounds from the Chinese drywall that was installed. I closed on my home in September 2006. Due to the shortage of drywall after hurricane Katrina Taylor Morrison installed drywall from a manufacturer in China. There is a strong smell in my home that has a toxic effect on me because it gives me a headache and scratchy throat. The coils in my air conditioning unit are already corroded which I feel is related to the sulfur compounds in my home.

I have been informed that another builder in the area that is supporting their homeowners who have a smell in their home and also have Chinese drywall.

The smell in my home was first noticed in November 2007 and since I was 1 month pregnant my doctor advised that I not live in the home due to the fact that we didn't know where the smell was coming from at the time. Therefore, I have been out of my home for 1 year with a 5 month old son. During my pregnancy, I was diagnosed with pre-term labor at 26.5 weeks and was on bed rest for 2.5 months. I believe it was due to the stress of my home and the lack of support from my builder and employer. I have spent hours on the computer doing research, making phone calls trying to get in touch with anyone who may be able to assist me with this matter and I have not had any success. This experience has been horrific and I need to be able to live in my home!

I have been unable to retain an attorney who is an expert in indoor environmental health on a contingency basis. Being employed in the real estate field, I do not have the funds to pay \$40,000 - \$100,000 on a case or replace the drywall on my own.

Can you please help me draw attention or find a remedy to this tragic situation? My loss is huge! Not only is my home uninhabitable, I pay a mortgage, insurance and expenses to maintain my home on a monthly basis for a home I cannot share with my son. My home is basically worthless to me in the condition that it is in because I cannot live in it nor can I sell it. This is my biggest investment and I have worked hard to provide a nice home for my son. The reason I built a new home in Lakewood Ranch was so I could be near the parks and be able to send my son to great schools. Being a single mom, it is important to me to provide a safe and healthy environment for my son to live in.

The stress of working for a company that will not take care of their customer much less their employee has taken its toll on me mentally and physically. Given the economy I have been unable to find a new job therefore I have to work for a company that prides itself on customer service when I now realize that is not the case. I feel that it is important that I tell you that when I brought this smell to Taylor Morrison's attention my home was under warranty. Homeowners are supposed to have a 2 year blanket warranty. If this is the case, why is my home not being taken care of? Since I have a baby to provide for I have no other option than to work at this company until I find another employment. Can you understand the bind I'm in?

Please help me bring attention to this issue. I am willing to have you visit my home and see for yourself that the smell makes this home uninhabitable! I have also attached an article from a Fort Myers newspaper that emphasizes what a huge problem this is for southern Florida.

Thank you in advance for your assistance.

Kristin M. Culliton
941.726.6562

Victim's age at time of incident =

Victim's sex =

Doc No: I08C0627A

Issue: 14

12/30/2008

VICTIM'S sex -

Date of incident = 11/2007

Product involved = Drywall from China

Product brand name/manufacturer = Knauf

Manufacturer street address =

Place where manufactured (City and State or Country) = China

Product model and serial number, manufacture date =

Product damaged, repaired or modified = no

If yes, before or after the incident =

Description of damage, repair or modification = NA

Date product purchased =

Product involved still available = yes

Have you contacted the manufacturer = no

If not, do you plan to contact them = no

Name Release = Do not release name

