

1. Task Number 090505CBB1690		2. Investigator's ID 9101		EPIDEMIOLOGIC INVESTIGATION REPORT
3. Office Code 810	4. Date of Accident YR MO DAY 2006 12 01	5. Date Initiated YR MO DAY 2009 05 05		
6. Synopsis of Accident or Complaint UPC The consumer and his family have experience health issues, appliance failures and metal corrosion issues since purchasing their residence in 2008. The consumer believes that imported drywall from China was used in constructing his residence, and that the drywall is emitting chemicals into the atmosphere of the residence and resulting in some or all of the aforementioned issues.				
				<u>MFR. PRVLBR NOTIFIED</u> COMMENTS: <u>YES</u> <u>NO</u> 10/7/09 <u>OVERRULED; ATTACHED</u> <u>EXCISIONS/FOIA</u> <u>DO NOT RE-NOTIFY</u> <u>RE-NOTIFY</u> (b)(3):CPSA Section 6(b)
7. Location (Home, School, etc) 1 - HOME		8. City PARKLAND		9. State FL
10A. First Product 1876 - House Structures, Repair Or		10B. Trade/Brand Name IMPORTED CHINESE DRYWALL		10C. Model Number UNKNOWN
10D. Manufacturer Name and Address UNKNOWN				
11A. Second Product 0		11B. Trade/Brand Name NONE		11C. Model Number NONE
11D. Manufacturer Name and Address NONE				
12. Age of Victim 34	13. Sex 1 - Male	14. Disposition 1 - Injured, not Hosp.	15. Injury Diagnosis 71 - Other	
16. Body Part(s) Involved 84 - 25 - 50% BODY	17. Respondent 1 - Victim/Complainant	18. Type of Investigation 1 - On-Site	19. Time Spent (Operational / Travel) 17 / 7.5	
20. Attachment(s) 9 - Multiple Attachments		21. Case Source 07 - Consumer Complaint		22. Sample Collection Number
23. Permission to Disclose Name (Non NEISS Cases Only) <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Verbal <input type="radio"/> Yes for Manuf. Only				
24. Review Date 05/21/2009	25. Reviewed By 9071		26. Regional Office Director Dennis R. Blasius	
27. Distribution Rose, Blake; Blasius, Dennis			28. Source Document Number 10940417A	

SYNOPSIS:

This investigation was initiated from a Consumer Product Incident Report submitted by the consumer via the CSPC website. An on-site investigation was conducted on May 11, 2009.

The consumer and his family have experience health issues, appliance failures and metal corrosion issues since purchasing their residence in 2008. The consumer believes that imported drywall from China was used in constructing his residence, and that the drywall is emitting chemicals into the atmosphere of the residence and resulting in some or all of the aforementioned issues.

INCIDENT INFORMATION:

The information contained in this investigative report from the consumer (34-year-old male). The consumer is a doctor of oral surgery and the consumer's wife is a dentist specializing in children's dentistry. The consumer and his wife have three children (4 years, 2 years, and 10-months-old) and one dog (13-years-old) living in the home.

The consumer and his wife purchased their home (See Exhibit A-1) in February 2008. The consumer asserts that the home was built and purchased by a real estate investor in 2006. The home was not lived in between 2006 and February 2008, when the consumer and his wife purchased the home.

The consumer believes the home was heated and air conditioned continuously from the time of completion up until the time of his purchase.

The consumer believes the home is built with wood studs.

The consumer had the home inspected prior to the time of purchase. The home inspector found three wall receptacles that were not working. The three wall receptacles were replaced prior to purchase. The consumer does not recall which of the receptacles were replaced.

The home is the Emerson-Expanded Spanish model. The home is approximately 4300 sq. ft. in size. There are three bedrooms and a play room on the second floor. All of the second floor rooms were carpeted prior to the consumer's purchase of the home in 2008. The main floor is comprised of the kitchen, dining room, living room, master bedroom, office and guest room. The home does not have natural gas or propane service. The home is equipped with three air handling units (central air/furnace units). Two air handler units are on the home's main floor and one is on the second floor.

In February 2008 the consumer found that the intercom system for the residence was not working. He claims that the inspector missed this issue during the home inspection. The consumer does not know why the intercom system failed and he has not had the system repaired.

Between February 2008 and May 2008 the consumer had carpet added to the master bedroom and office. In addition, all of the interior walls and ceilings were painted. Due to the work performed after purchase, the consumer and his family moved into the residence in May 2008.

Between February 2008 and May 2008, while work was being performed on the residence, the consumer asserts that he and/or his wife entered the residence on three different occasions to find the microwave oven (Kitchen Aid, Model-unknown; the unit came with the home) "ON". He claims that no one was in the residence at the times of occurrence, and he does not know how long the microwave had been operating before it was found. After the third occurrence, the consumer unplugged the unit and then discarded it in June 2008 when a replacement unit was purchased.

Shortly after purchasing the residence, the consumer asserts that the drywall of one wall in the master bedroom sitting room was replaced due to a water leak. The wall size is approximately 6'10" wide by 12' high. The wall repair was performed by Florida Executive Builders, 1935 NW 18th Street, Pompano Beach, FL 33069. The consumer does not know where the contractor obtained the drywall used in the repair.

Prior to moving into the residence, the consumer had the evaporator coils in all three air handler units

professionally acid washed. The consumer asserts this was done not because of any perceived performance issue, but was done to clean the coils of any contaminates. The consumer was not aware of any corrosion issues at this time.

The consumer asserts that he discovered that the float switches on the three air handler units were not working in or around April 2008. All three floats were replaced. After April 2008, the consumer asserts that two of the float switches stopped working and were replaced in November 2008. The consumer claims the technician, on the first or second repair, stated that the float switches failed because they were improperly wired, another technician, on the first or second repair, stated that the failed float switches were faulty.

Since moving into the residence the consumer asserts that one of the three air conditioning units needed refrigerant added to the system on one occasion. He does not recall which of the three units was involved or when this work was performed. The consumer does not know the cause of why the unit needed refrigerant.

In May 2008 the consumer had a 1000 watt dimmer switch installed in the dining room of the residence. He claims that shortly after having the switch installed he noticed that the exposed screws on the face plate of the switch were very hot to the touch. He asserts that he thought that the switch may be faulty and he hired an electrician to replace the switch in July 2008. The electrician replaced the switch and informed the consumer that the switch may generate an abnormal amount of heat because it is a 1000 watt dimmer switch.

In January 2007 the consumer purchased a Dell Inspiron E1505 (or E1508) laptop computer. He asserts that the laptop was always used inside the residence. In January 2009 the laptop stopped working and would not power up. The consumer purchased a new battery for the computer but this did not resolve the issue. The consumer does not know why the laptop stopped working and he no longer has the unit.

In February 2009 the consumer purchased a Dell Studio 15 laptop to replace the failed Dell laptop. The consumer asserts that this laptop has always been used inside the

residence. In March 2009 the consumer noticed that the laptop was making "popping" noises from the left side wrist rest area after it was powered "ON". The consumer does not know the cause of this issue.

The consumer asserts that since February 2008 he has had three portable DVD players stop working. He claims that all of the DVD players were used primarily in the house. One of the DVD players that stop working was a Phillips Portable DVD Player, Model PET824, MFG in 10-06. The consumer was unable to provide identifying information on the other two players. The consumer does not know why the players stopped working.

The consumer claims that since February 2008 two consecutive cable television boxes used in the residence have stopped working. The two television boxes were always used in the residence. The first television box stopped working in September 2008, and the second stopped working in December 2008. The consumer does not know why the television boxes stopped working, and he was unable to provide any identifying information for the television boxes. The consumer asserts that he obtained the television boxes through his local Comcast cable provider.

In or around the first week of May 2009, the consumer asserts that a smoke alarm (See Exhibit's A-13 to A-17; hard wired with battery back-up), positioned on the ceiling at the top of the stair case on the second floor, began sounding an alarm at 3:00 a.m. The consumer asserts that the sound was the regular alarm and not the low battery "beep". The consumer claims there was no fire and no perceivable cause as to why the smoke alarm activated. The consumer disconnected the smoke alarm at this time. The consumer does not know the reason why the alarm malfunctioned. The consumer believes that the smoke alarm was installed at the time the house was built, and he claims the smoke alarm was present when he purchased the home.

The consumer asserts that over the last couple of months, he has found that the batteries in several of the children's toys are corroded. He believes that the level of corrosion he has found is not normal after having been in the house for a little over a year. The consumer believes that the level of corrosion he has found would be representative of batteries left in devices for several years.

In February 2009 the consumer asserts that the dishwasher (See Exhibit's A-18 to A-19), which was present when he purchased the home, began stopping in mid-wash cycle. He claims that since February 2009 this has occurred once every ten wash cycles. He asserts that when this occurs it is necessary to start the wash cycle over. The consumer does not know the reason for this performance issue.

The consumer asserts that in 2009 he purchased a new Staples Paper Mate electric paper shredder and placed it in the office of the residence. He claims that he used the paper shredder 1-2 times per week for durations of up to 1-2 minutes during each use. He asserts the paper shredder would not turn "ON", for unknown reasons, after approximately one month.

The consumer asserts he has replaced the incandescent lights in his home more frequently than he considers to be normal. He claims that for the lights in the ceiling of the kitchen (See Exhibit A-21), he has replaced the lights along the right side of that room at least three times since February 2008. He asserts the ceiling kitchen lights are on approximately five hours per day. He claims he has replaced the lights on the left side of the kitchen ceiling approximately 1-2 times. The lights used in the kitchen are rated at 60 watts.

The consumer asserts that the hanging lights (See Exhibit A-22) in the kitchen use incandescent bulbs. These light fixtures were installed in or around May 2008. The consumer asserts that these fixtures have been turned on, for short durations, approximately ten times since May 2008, and that he had to replace two bulbs in the fixtures in December 2008.

The consumer claims that starting in or around October/November 2008 all of the toilets in the home have begun having flushing issues. Sometimes the toilets in the home require daily plunging to remedy stoppage issues.

The consumer claims that he first learned of a possible issue with the drywall used in the homes of his community in or around April 2009. He asserts that prior to this time he was unaware that there was any particular issue with his home, or that all of the aforementioned issues and the issues cited below may be due to the presence of imported drywall from China in his home.

After learning of the imported drywall issue and some of the possible signs of its presence, the consumer removed the access panels to his homes three air handlers and found corrosion on the copper of the evaporator coils on two units (main floor unit by garage, see Exhibit's A-2 to A-5; and the upstairs unit, see Exhibit's A-28 to A-30). The consumer asserts that the evaporator coil in the air handler unit near the master bedroom (See Exhibit A-23) does not appear to have similar corrosion issues.

After learning of the drywall issue, the consumer noticed that when the air conditioning units activated in his home the lights in the home would dim. In addition, the consumer found that wiring at the electrical outlets and switches throughout the house showed signs of corrosion to the exposed copper (See Exhibit A).

The consumer has not had to replace any of the evaporator coils in the three air handlers in the residence.

The consumer asserts that in general he does not notice a sulfur or "rotten egg" smell in the house. However, he claims that upon turning on the shower in the morning there is a rotten egg smell for a short period of time. In addition, since moving into the residence, after the faucets in the house have not been used overnight, upon turning on a faucet in the morning it produces white foam for a short period of time before the stream of water appears.

The consumer claims that since moving into the residence, when entering the laundry room on the main floor of the house, which is a closed and contained area, there is a strong sulfur smell and the consumer experiences immediate stinging in his eyes and has trouble breathing.

In addition to the odor issues cited above, the consumer asserts that after removing the face plate of an outlet or light switch, there is a strong sulfur odor inside.

The consumer claims that has not experienced any flickering lights, circuit breakers stripping for no apparent reason, arcs or sparks in the electrical system, or sizzling or buzzing in the home. The consumer has experienced unusual odors in the vicinity of outlets and switches, and has a dimmer light switch that is hot to the touch, as cited above.

In addition to the corrosion issues cited above, the consumer asserts that some silver candle stick holders in the house became tarnished since May 2008. The consumer's mother cleaned the candles stick holders in March 2009.

The consumer does not know if any of the corrosion issues cited above have or could have led to a fire safety issue to date.

The consumer has not noticed any other evidence of corrosion on metal surfaces other than those cited above.

The consumer asserts that his 10-month-old child has been living in the residence since shortly after his birth. The child has a milk allergy. The consumer asserts that the child has experience eczema on his ankles every other week since birth. The consumer has treated this condition with an over-the-counter ointment. The consumer has not had a physician determine the possible causes for this condition.

The consumer claims that his 2-year-old (DOB: August 2006) child had a constant eczema condition around his ankles prior to moving into the residence in May 2008. His son was diagnosed with the following food allergies in May 2008: milk, egg, soy, and wheat. In addition, since moving into the residence his son's ankle eczema areas have grown in size and have started bleeding at times. The consumer has treated the eczema condition with an over-the-counter ointment. The consumer has not had a physician determine the possible causes for this condition.

The consumer asserts that his 4-year-old daughter began having nasal breathing difficulty issues after moving into the residence in May 2008. In addition, his daughter has experienced a persistent cough since January 2009.

The consumer asserts that since moving into the residence all of his children have been constantly coughing after going to bed.

The consumer claims that his wife began experiencing persistent nasal congestion, coughing and headaches in or around February 2009. He asserts that she did not have similar issues prior to moving into the residence.

The consumer asserts that he experienced allergy and sinus issues prior to moving to Florida from Michigan in 1997. He claims that since moving to Florida in 1997, and up until moving into the residence in 2008, his allergy and sinus issues were minor. He claims his issues with sinus congestion began worsening in December 2008. In addition, he began experiencing persistent eye irritation in early 2008. The consumer uses over-the-counter eye drops to treat his eye irritation.

The consumer claims that his 4-year-old daughter began having nose bleeds approximately one time per month since the summer of 2008. In addition, his 2-year-old son began experiencing nose bleeds approximately one time every other month since the fall of 2008.

The consumer asserts that in November 2008 his 2-year-old son had a petite mal seizure that lasted approximately 2 minutes. The consumer informed the son's pediatrician of the incident and the pediatrician told the consumer to watch and see if the child developed a fever within a day or so. The pediatrician stated that if the child developed a fever the seizure was probably related to an illness. The consumer asserts that his son did develop a fever shortly after the seizure and he believes that the seizure was related to an illness and probably not to any issues with the residence.

The consumer asserts that his 13-year-old dog experience one petite mal seizure in 1999. He claims that the cause of this seizure was unknown. The consumer asserts that in 2009 his dog has experienced three petite mal seizures. The consumer does not know the cause of the dog's seizures and the dog is on no medications for the condition. The dog has not been seen by a veterinarian for this issue.

The consumer claims that his entire family took a vacation away from the residence during the last week of December 2008. He asserts that all of the family member's nasal, sinus and headache issues improved while they were away from the residence.

The consumer asserts that when he leaves for work during the day his sinus and nasal issues seem to improve, and then they worsen upon returning to the residence in the evening.

The consumer does not have any medical records related to the medical issues cited above for himself or his family. He claims that he and his family have not sought treatment for the health issues cited above, and that they normally do not seek out medication treatments for health issues.

The consumer asserts that he does not know if the possible presence of imported drywall from China in his home is the cause of any of the structural or health issues cited above.

The consumer does not have any identifying information or documents that show that imported drywall from China was used in the construction of his residence.

The consumer asserts that he contacted the builder of his home via email (copy not available) on April 15, 2009. An inspector (name unknown) for the builder contacted him by telephone the following day and he informed the inspector of the metal corrosion issue in his residence.

During the week of April 27, 2009 an inspector (name unknown) for the home builder came to his residence. The consumer showed the inspector the corrosion issue on the two air conditioning condenser coils, the copper wiring at the outlets and switches, and the odor in the laundry room. The consumer asserts that the inspector stated that he detected a "rotten egg" smell at the outlet and switch areas and he confirmed the corrosion issues with the copper wiring and condenser coils. The consumer asserts that the inspector did not take any notes, provided no business card, and did not provide him with any documents or a report. The consumer claims the inspector informed him that the visit was conducted as research for the home builder and that there was no "next step" or process further than the inspection.

The consumer claims that the inspector did inform him that the drywall work performed on his residence was done by a subcontractor (name unknown) and not the builder.

The consumer believes that the drywall used in his residence was purchased by the builder and then installed by the subcontractor.

The consumer asserts that he has had no contact from the home builder since the visit by the inspector.

The consumer claims that he is not a party to a legal action against the home builder.

In addition to contacting the home builder and the CPSC regarding the drywall issue, the consumer asserts that he completed an online survey, on the Town of Parkland website for the drywall issue on April 15, 2009. He claims that he has had no response to his completed survey.

The consumer asserts that he would like to stay in his home. He is awaiting guidance from the CPSC or another agency on how to resolve the issue.

The consumer claims that he is willing to provide samples of his drywall to the CPSC if needed.

This investigator provided the consumer with a copy of the CPSC document *Important Information on Drywall* document during the on-site visit.

This investigator did observe, upon entering and while in the residence, an odor similar to that generated when a wooden matchstick is ignited. The odor was consistent throughout the residence, and was of increased intensity in the laundry room.

PRODUCT DESCRIPTION:

Product:	Imported Drywall from China
Model #:	1/2" in thickness
Price:	Unknown
Retailer:	Unknown
Manufacturer:	Unknown
Home Builder:	WCI Communities, Inc. 24301 Walden Center Drive Bonita Springs, FL 34134 Telephone Numbers: 800-924-3545, 954-575-4200, 239-738-7010

No identifying information was available for the possible Chinese drywall in the consumer's home.

Two areas of drywall in the consumer's residence did have identifying information present and are shown at Exhibit's A-24 to A-27.

It is the understanding of this investigator that the drywall used in the garage walls and ceilings, and the interior ceilings, of the homes in the geographic area of the consumer's home are required to use 5/8" fire resistant drywall. 1/2" drywall is commonly used on all other interior walls.

ATTACHMENTS:

- Exhibit-A: Photographs (30)
- Exhibit-B: Release of Name
- Exhibit-C: Contact Information

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Exhibit A

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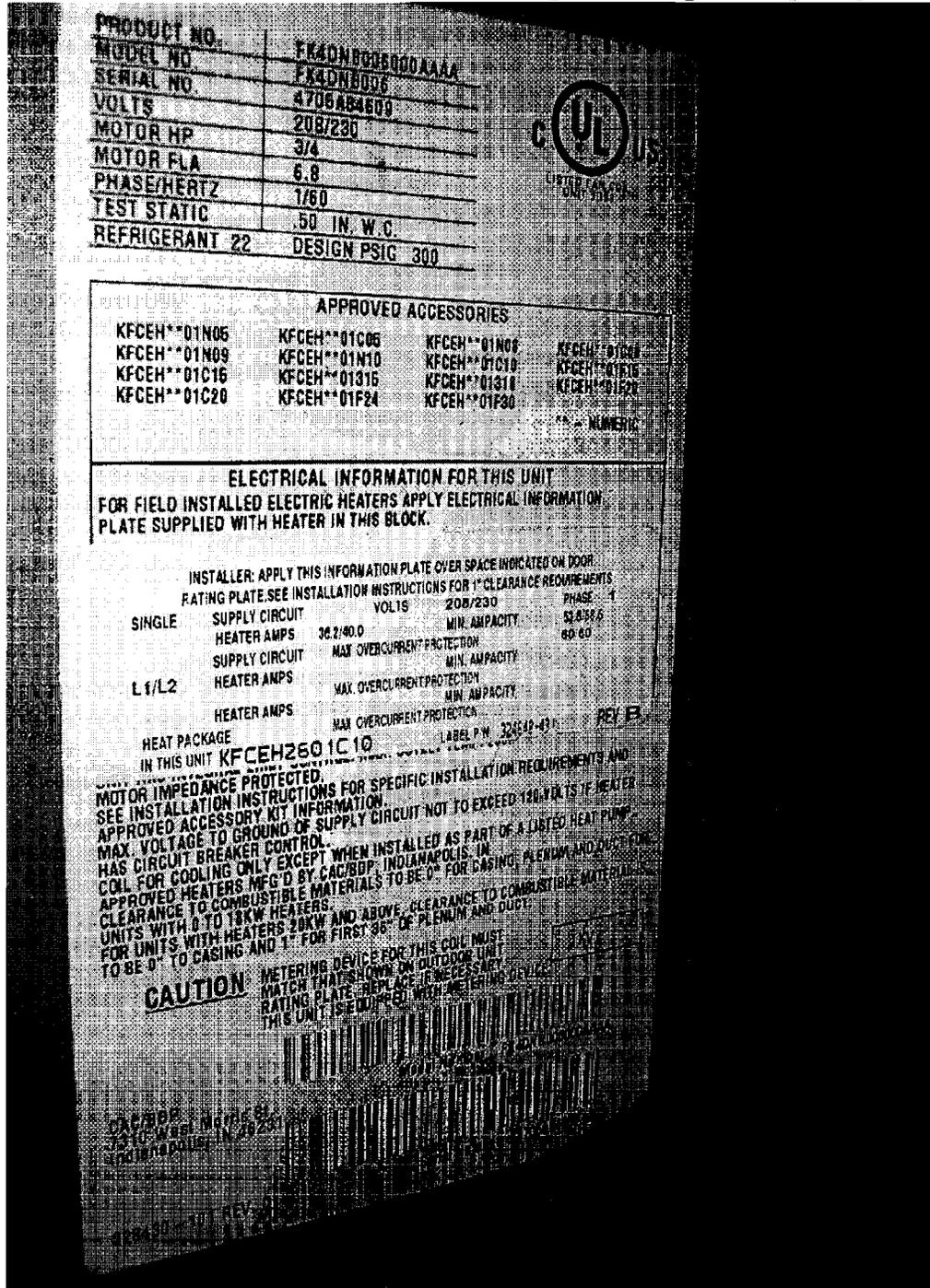
Exhibit A-1 is a view of the incident residence. The home is the Emerson-Expanded Spanish model.



Exhibit A-1 is a view of the air handler on the main floor of the residence near the laundry room by the garage.



Exhibit A-3 is a view of the air handler on the main floor of the residence near the laundry room by the garage.

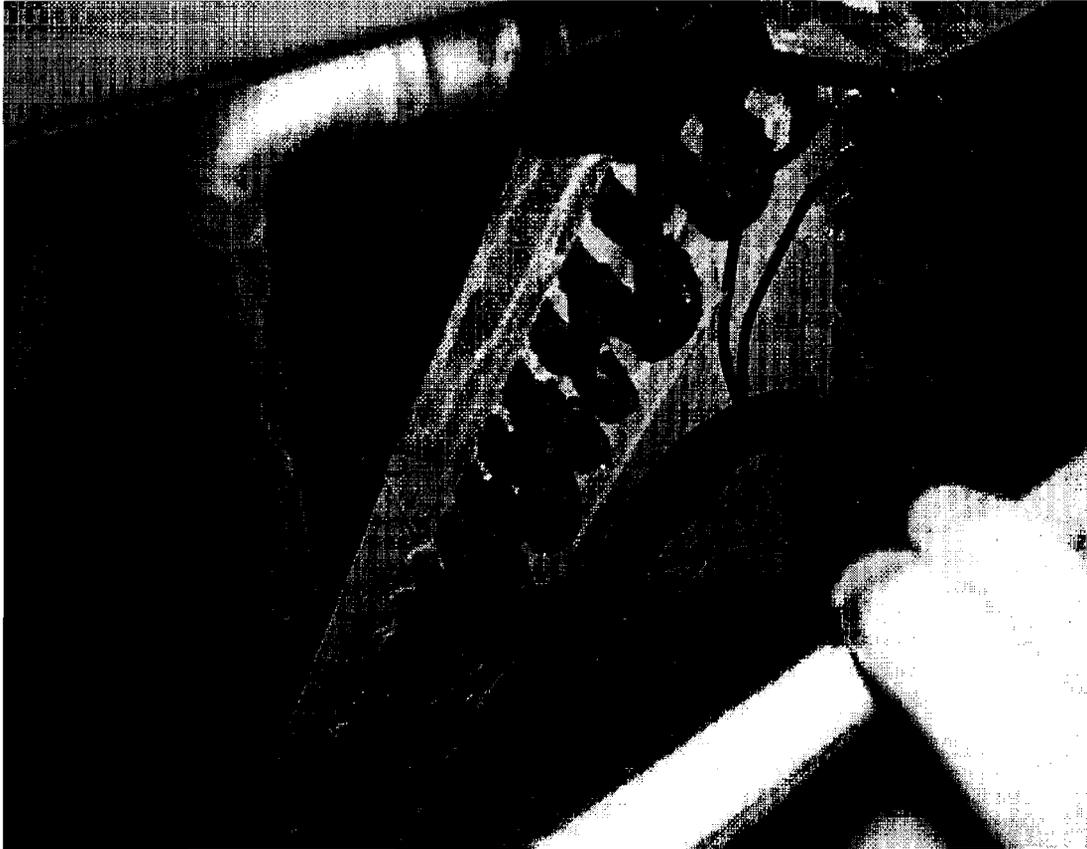


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Exhibit A

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Exhibit A-4 is a view of the condenser coil on the air handler on the main floor of the residence near the laundry room by the garage.



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Exhibit A-5 is a view of the condenser coil on the air handler on the main floor of the residence near the laundry room by the garage.



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Exhibit A

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Exhibit A-6 is a view of exposed coaxial copper wiring in the laundry room.



Exhibit A-7 is a view of water heater on the main floor of the residence. Copper bands are seen at all of the 90 degree joints on the PVC piping seen in this view.

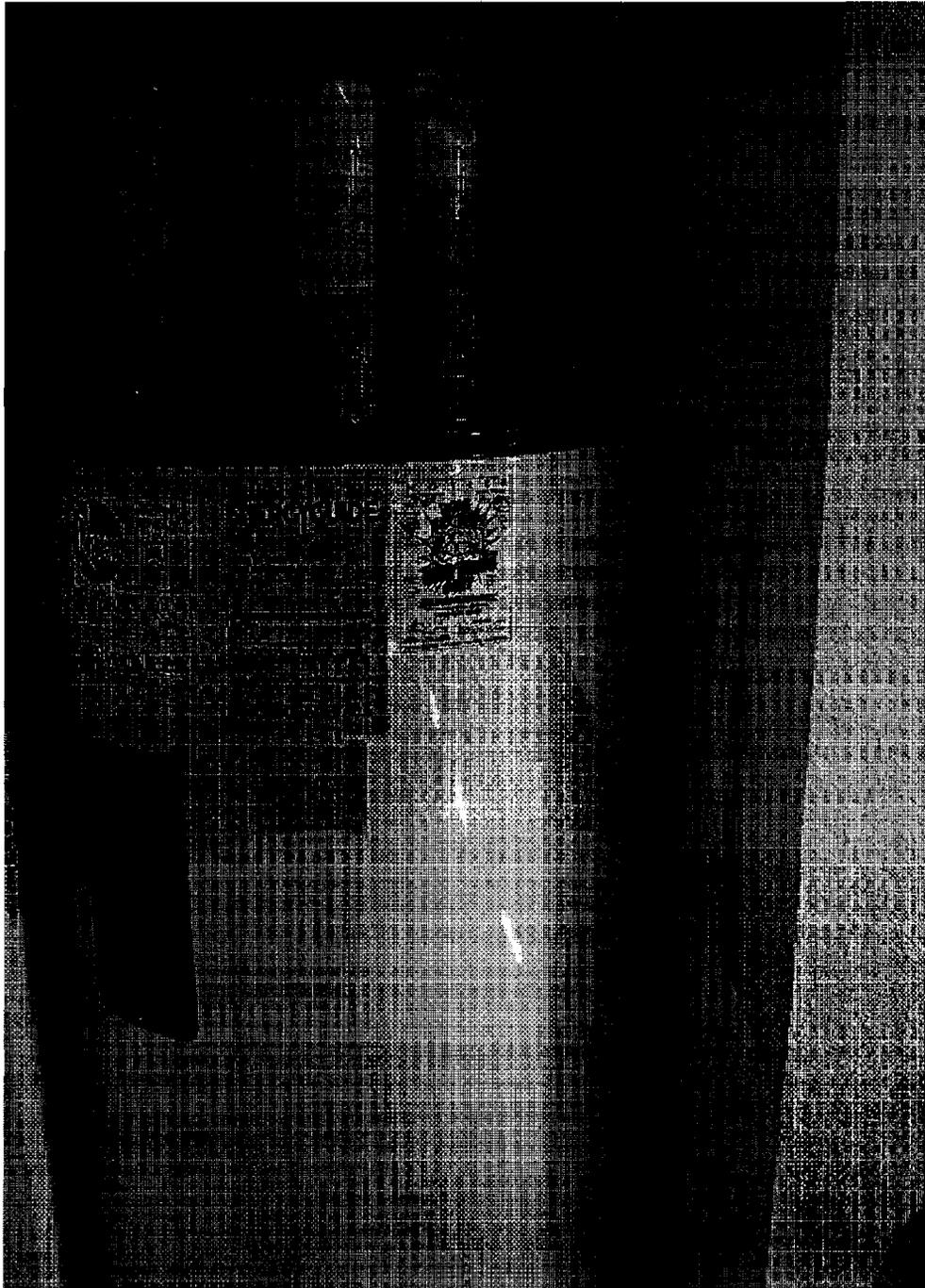


Exhibit A-8 is a close-up view of two of the copper bands shown at Exhibit A-7.



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Exhibit A

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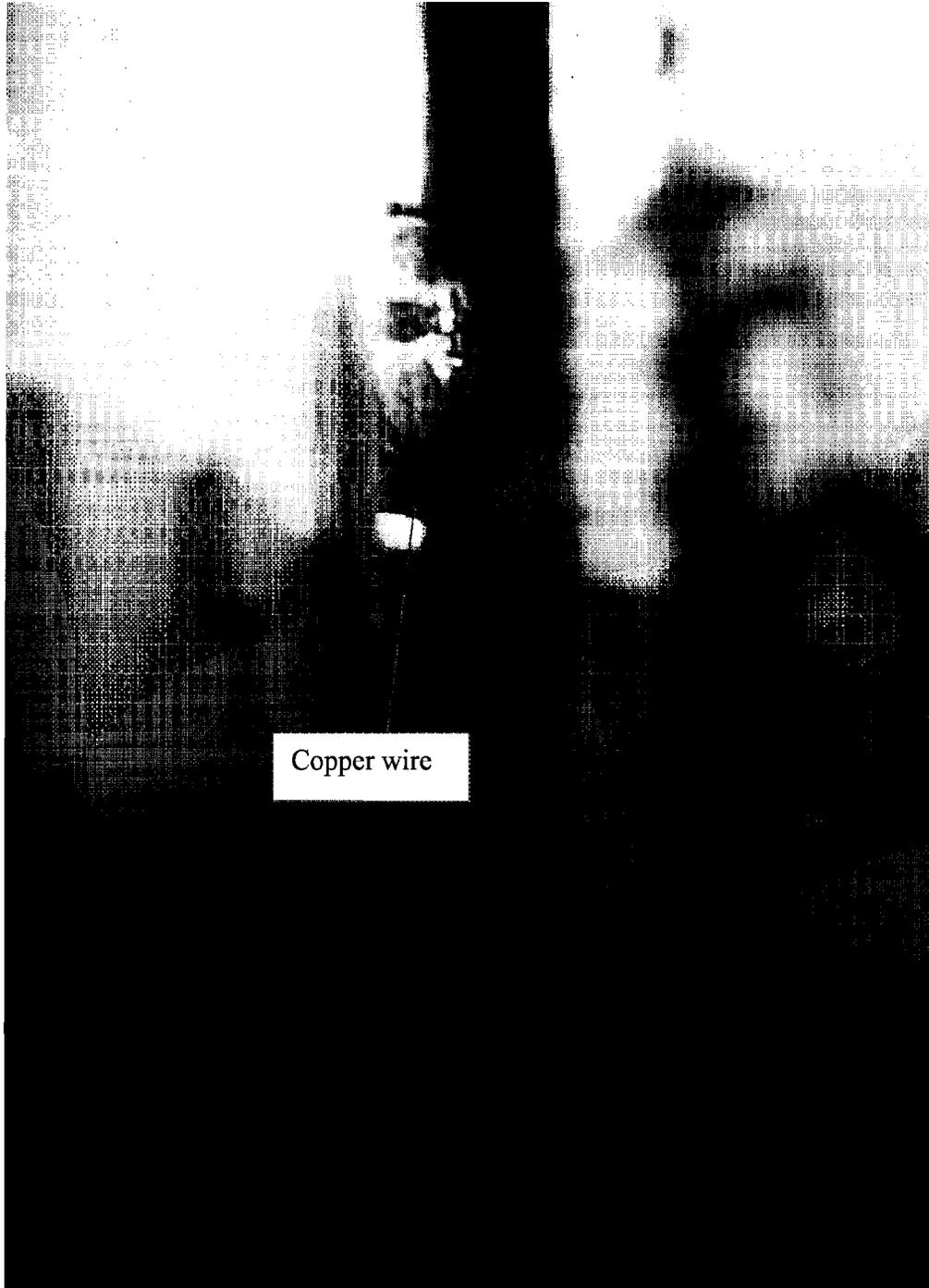
Exhibit A-9 is a view a light switch on the main floor of the residence with the face plate removed.



Exhibit A-10 is a view a of the copper ground wire for the switch seen at Exhibit A-9.



Exhibit A-11 is a view of the exposed copper wire of an insulated wire for the switch seen at Exhibit A-9.



Copper wire

Exhibit A-12 is a view of the Dell Studio 15 laptop.

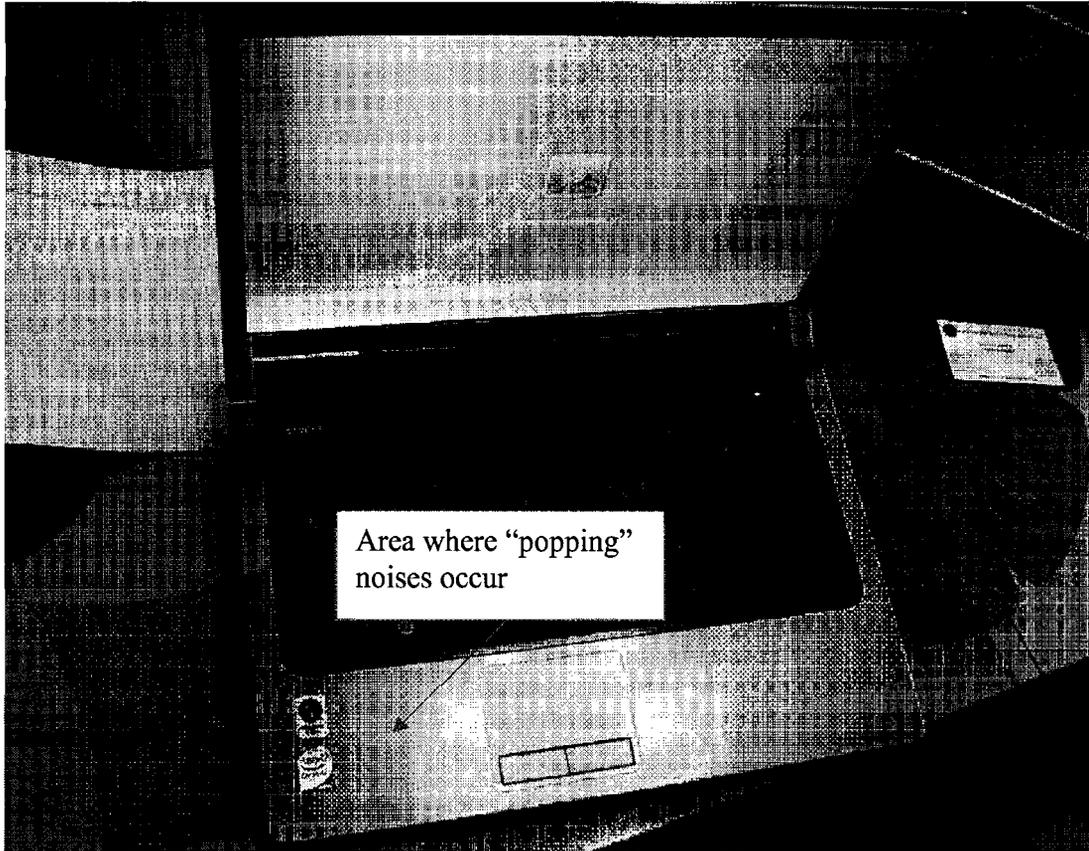


Exhibit A-13 is a view of the smoke alarm that malfunctioned.

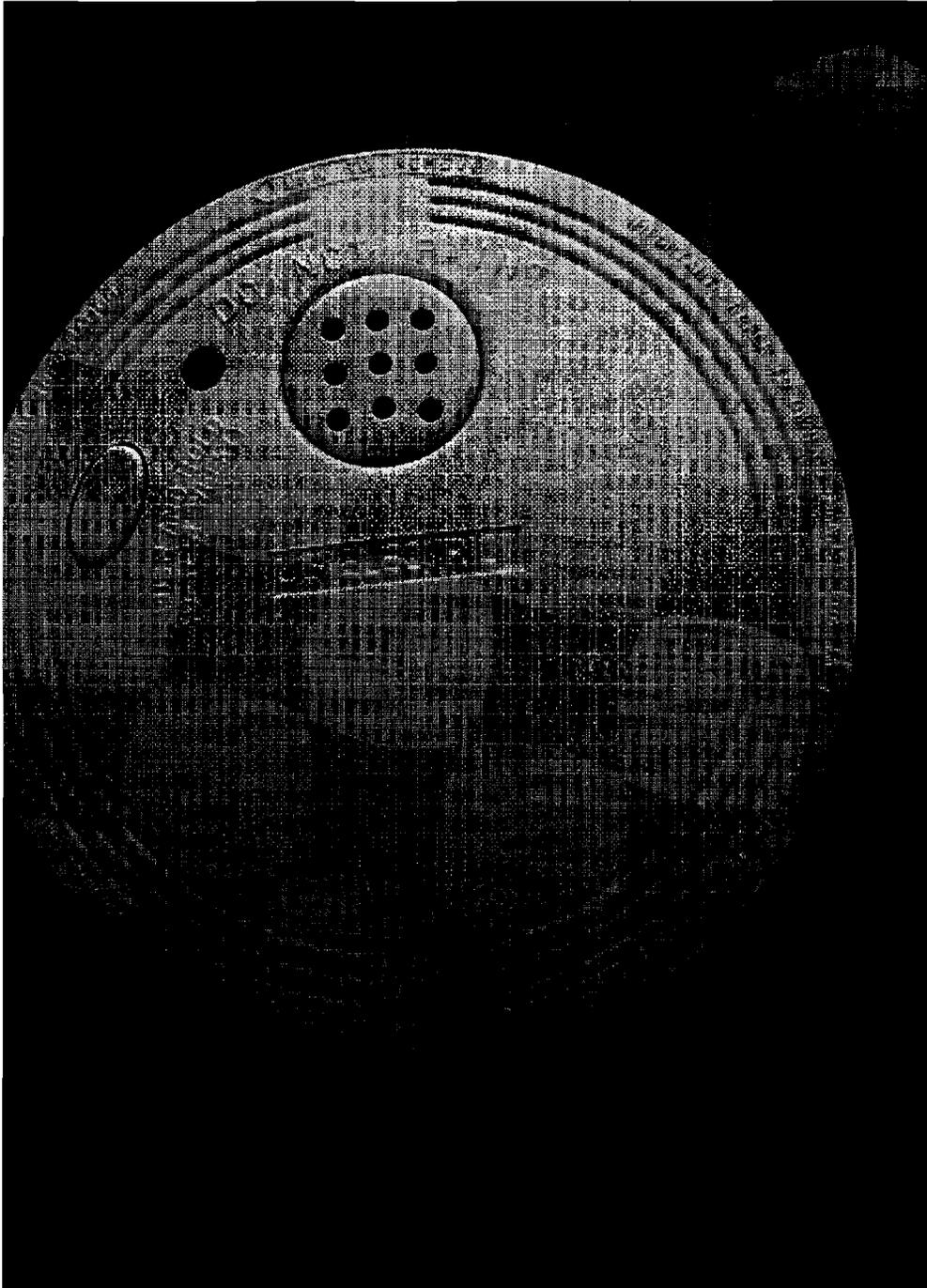


Exhibit A-14 is a view of the smoke alarm that malfunctioned.

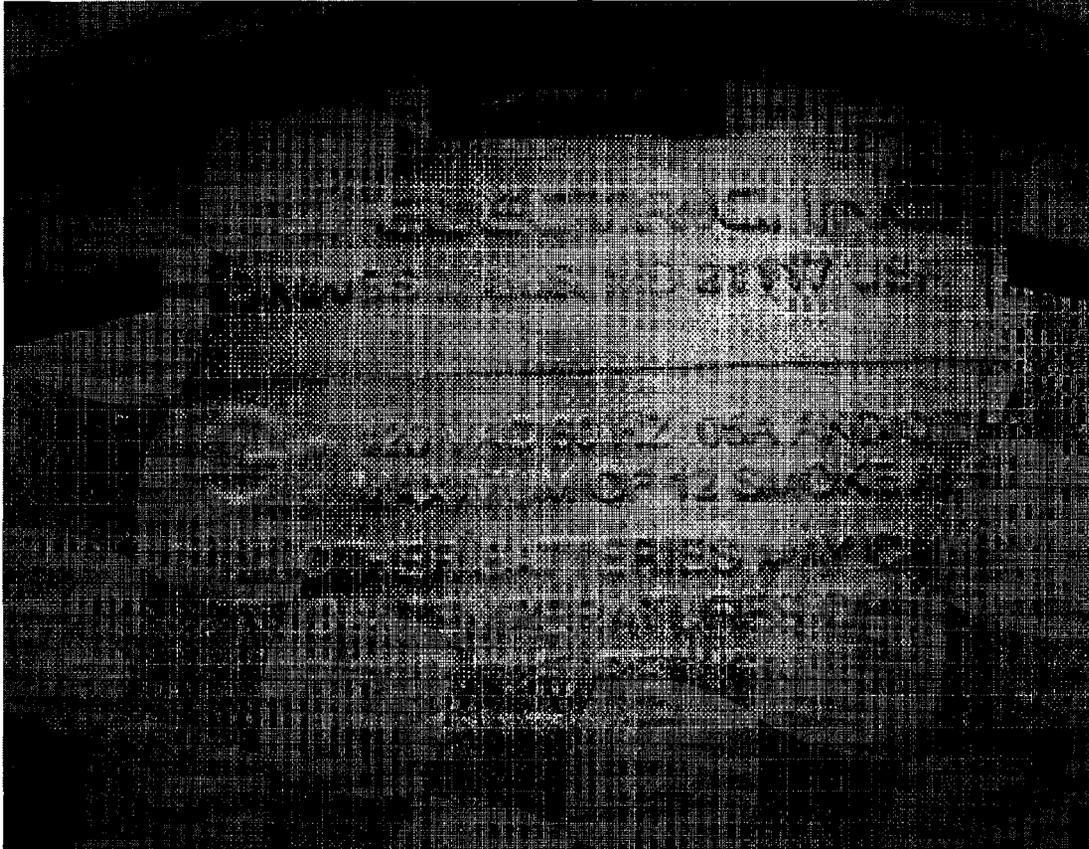


Exhibit A-15 is a view of the smoke alarm that malfunctioned.



Exhibit A-16 is a view of the smoke alarm that malfunctioned.

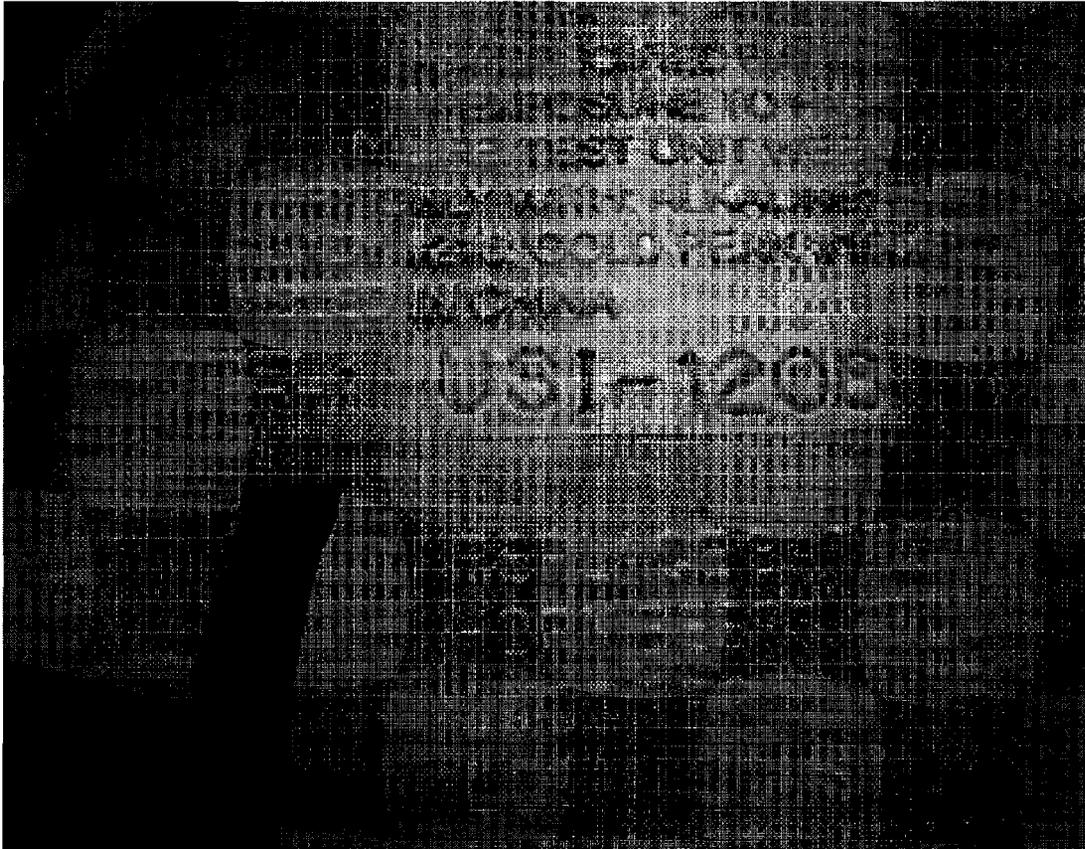


Exhibit A-17 is a view of the smoke alarm that malfunctioned.



Exhibit A-18 is a view of the dishwasher.



Exhibit A-19 is a view of the dishwasher.

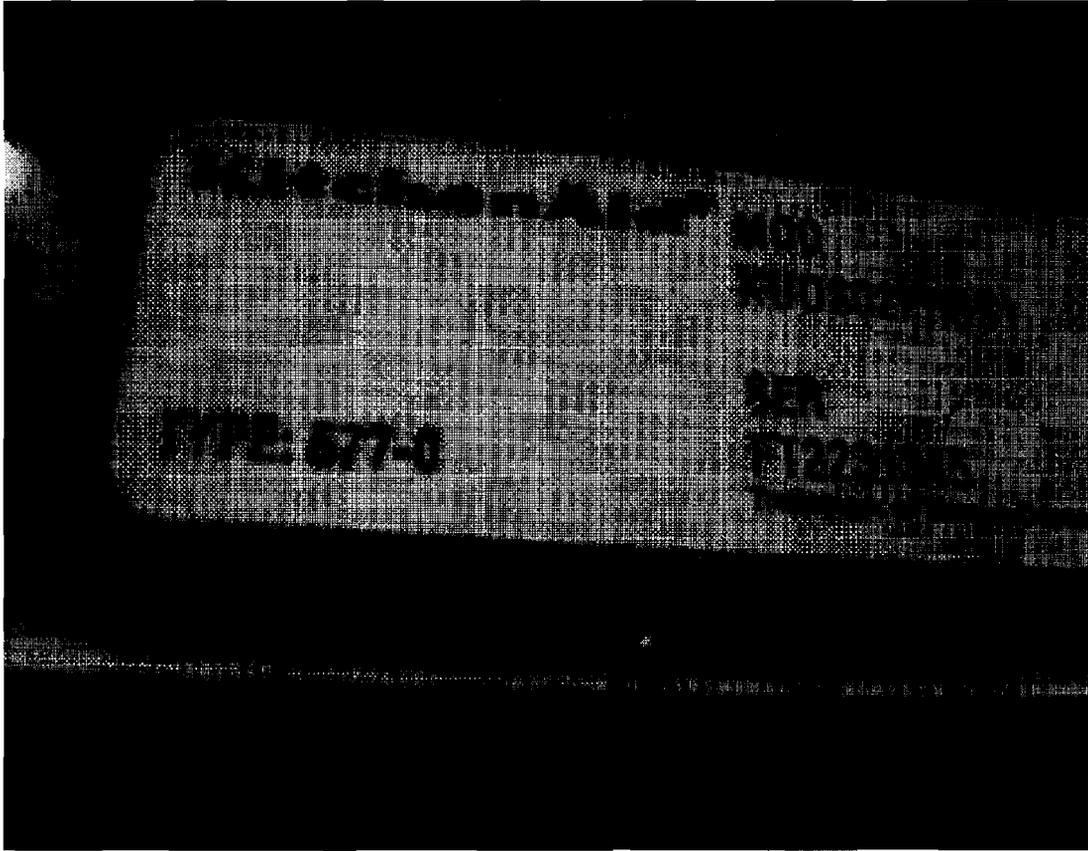


Exhibit A-20 is a view of the dishwasher.



Exhibit A-21 is a view of the ceiling lights in the kitchen.

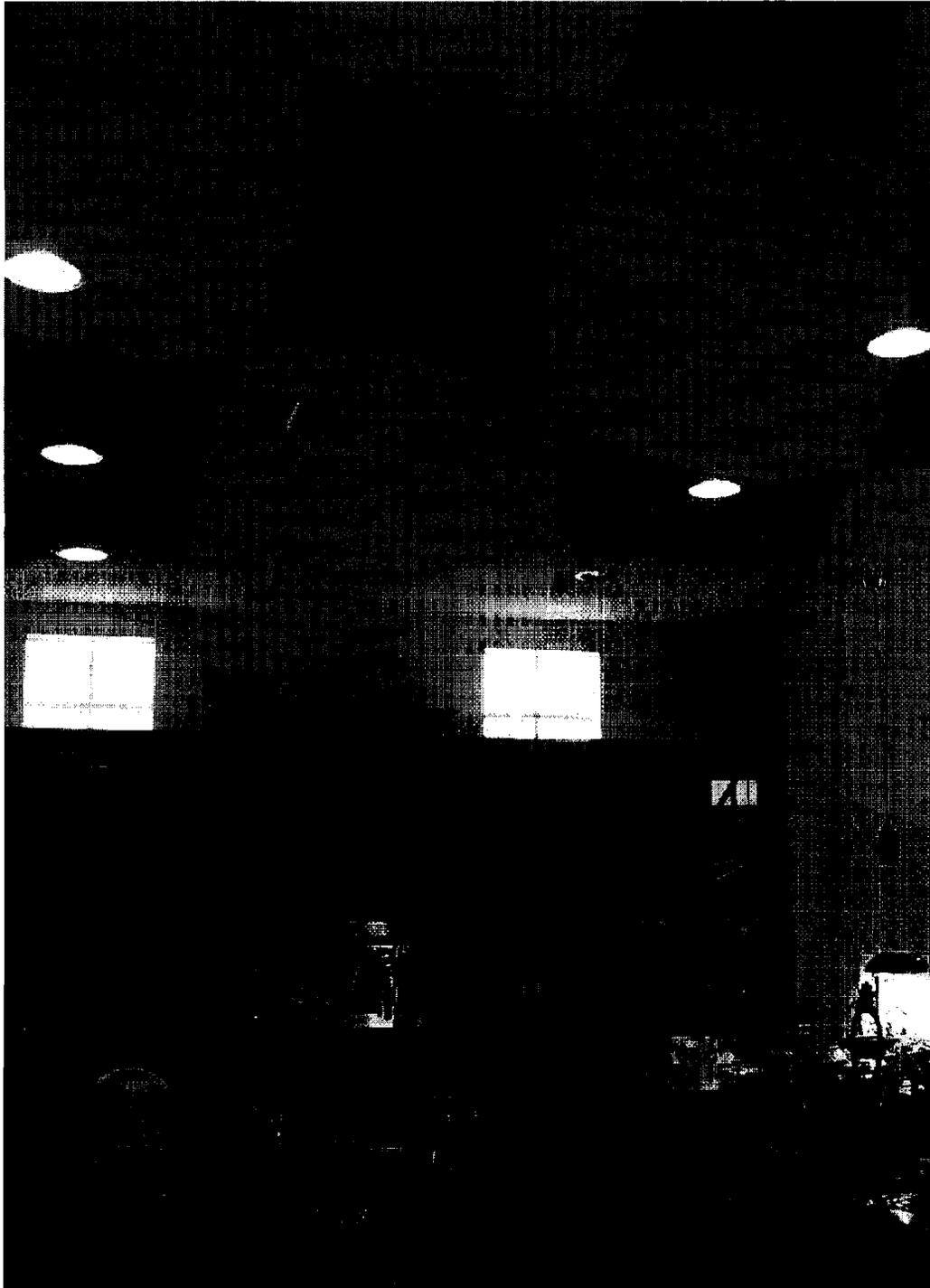


Exhibit A-22 is a view of the hanging lights in the kitchen.



Exhibit A-23 is a view of the main floor air handler near the master bedroom. Below the air handler is a section of drywall that was removed by the consumer.

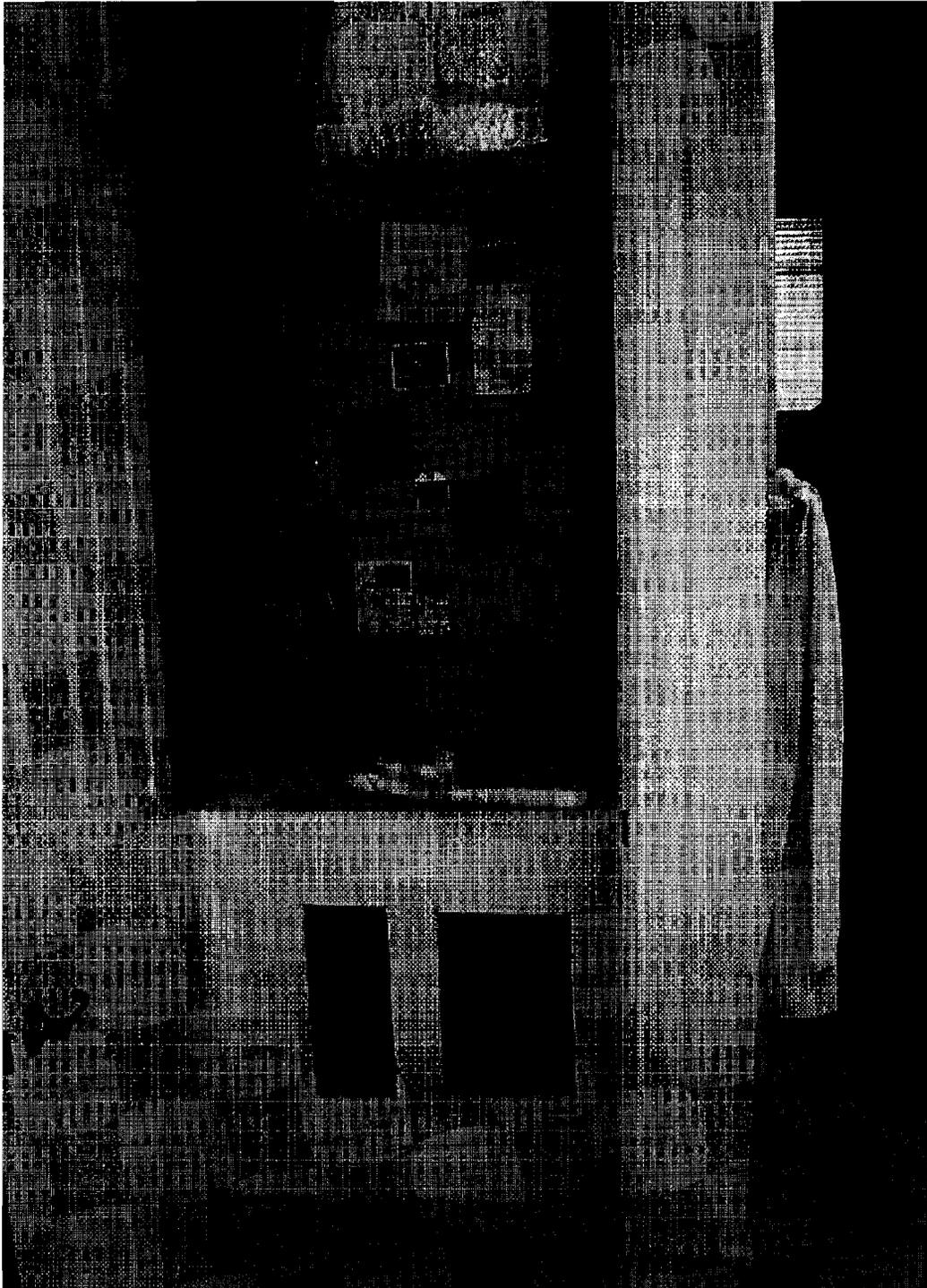


Exhibit A-24 is a view inside the area below the air handler where the drywall was removed. The drywall is labeled ** (b)(3):CPSA Section 6(b) *. No other markings were found on the drywall in this area.

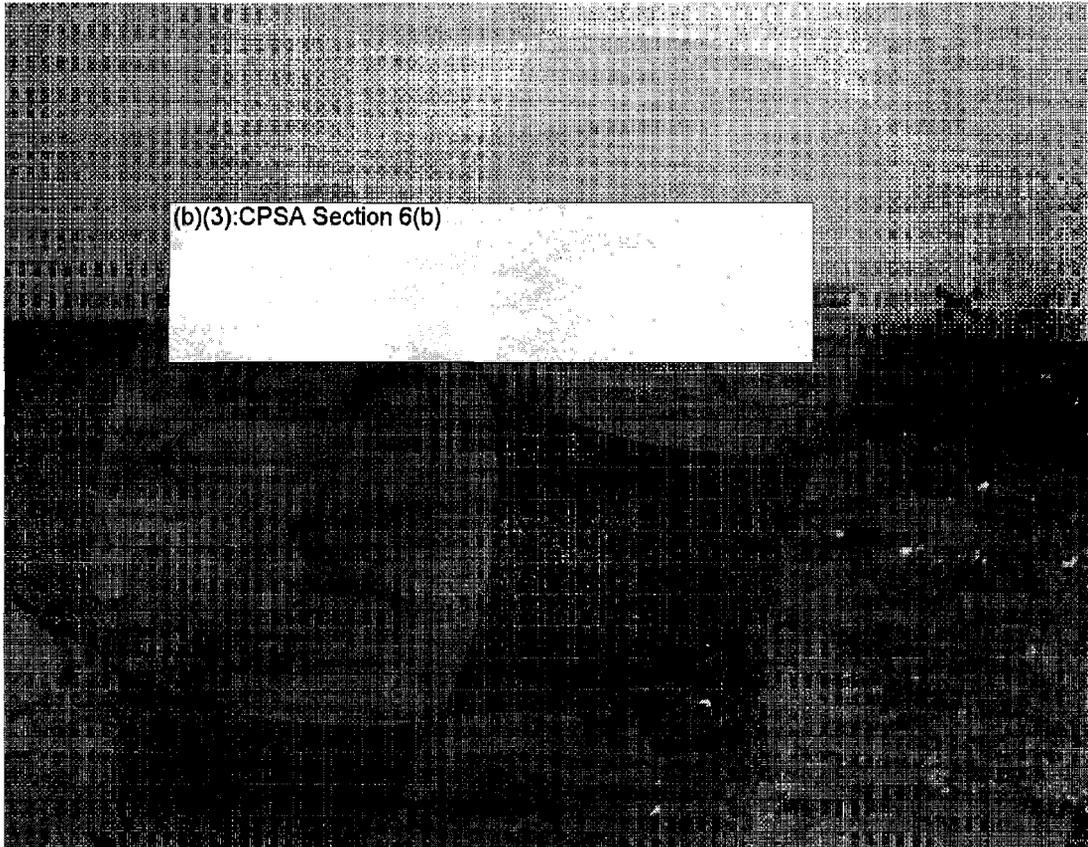


Exhibit A-25 is a view the back side of the drywall for the ceiling of an upstairs bathroom. The view was obtained by accessing the attic space of the residence.

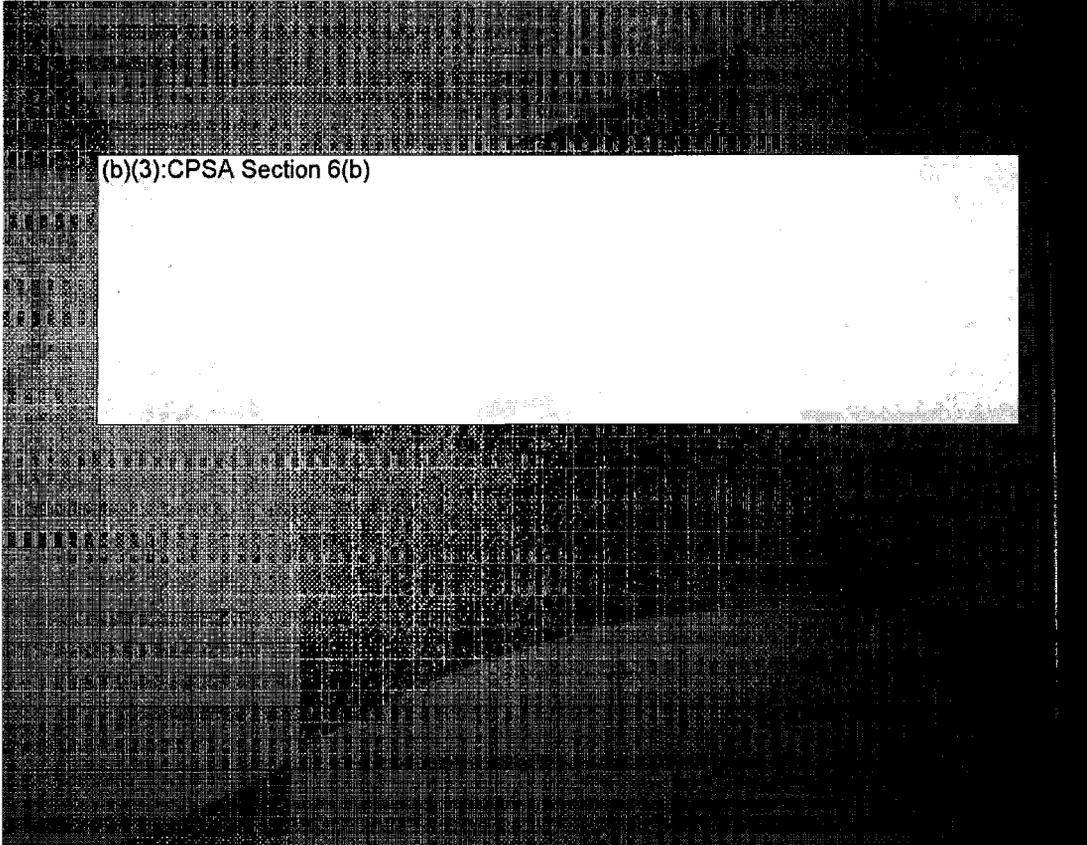


Exhibit A-26 is a view the back side of the drywall for the ceiling of an upstairs bathroom. The view was obtained by accessing the attic space of the residence.

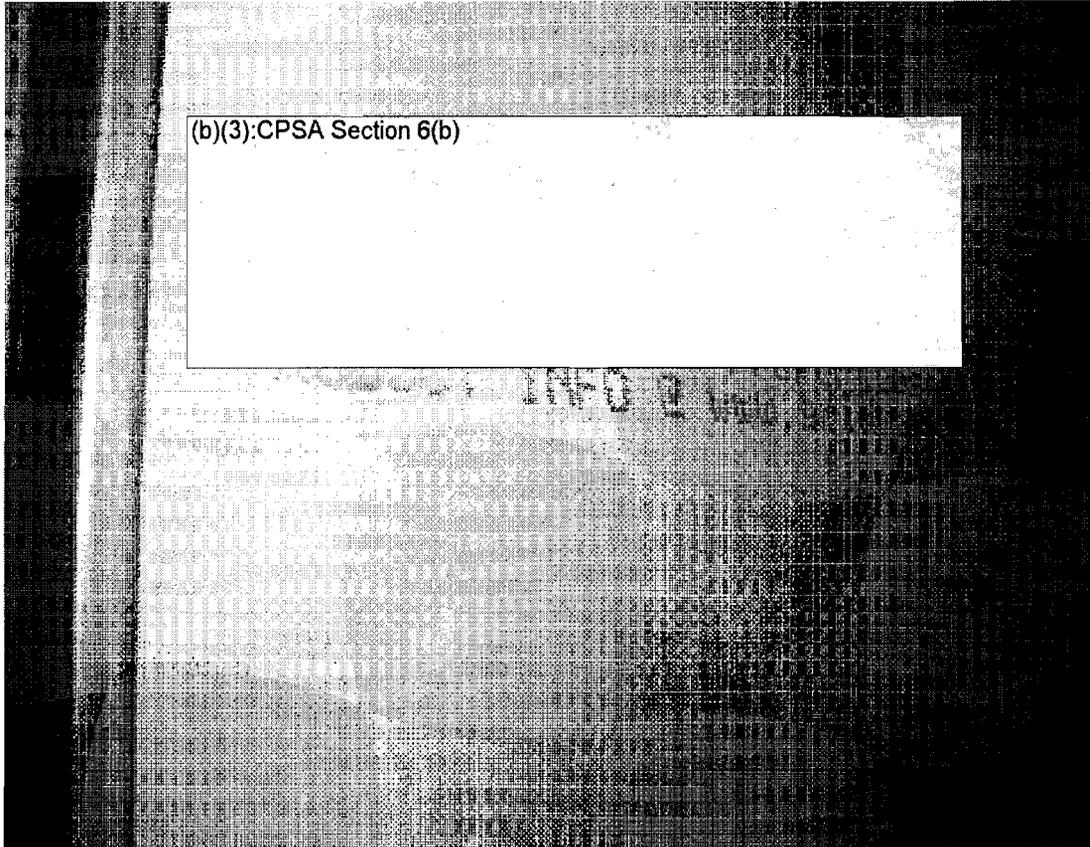


Exhibit A-27 is a view the back side of the drywall for the ceiling of an upstairs bathroom. The view was obtained by accessing the attic space of the residence.

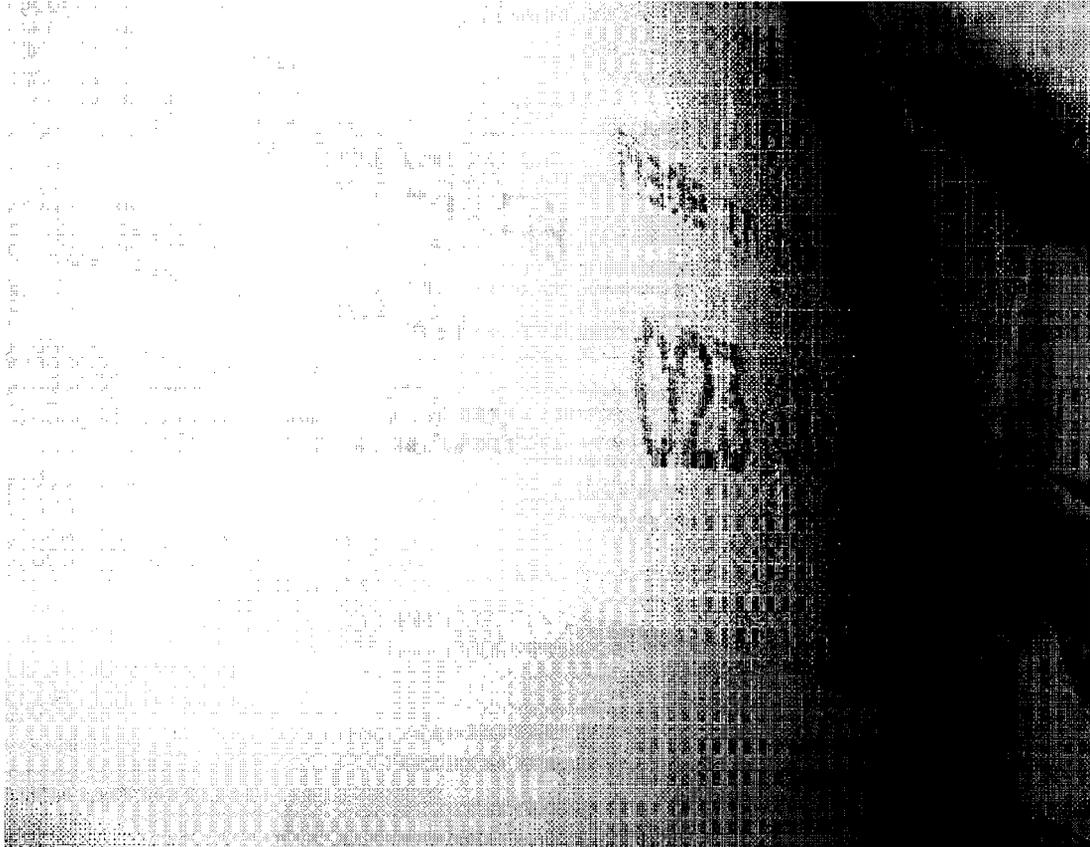
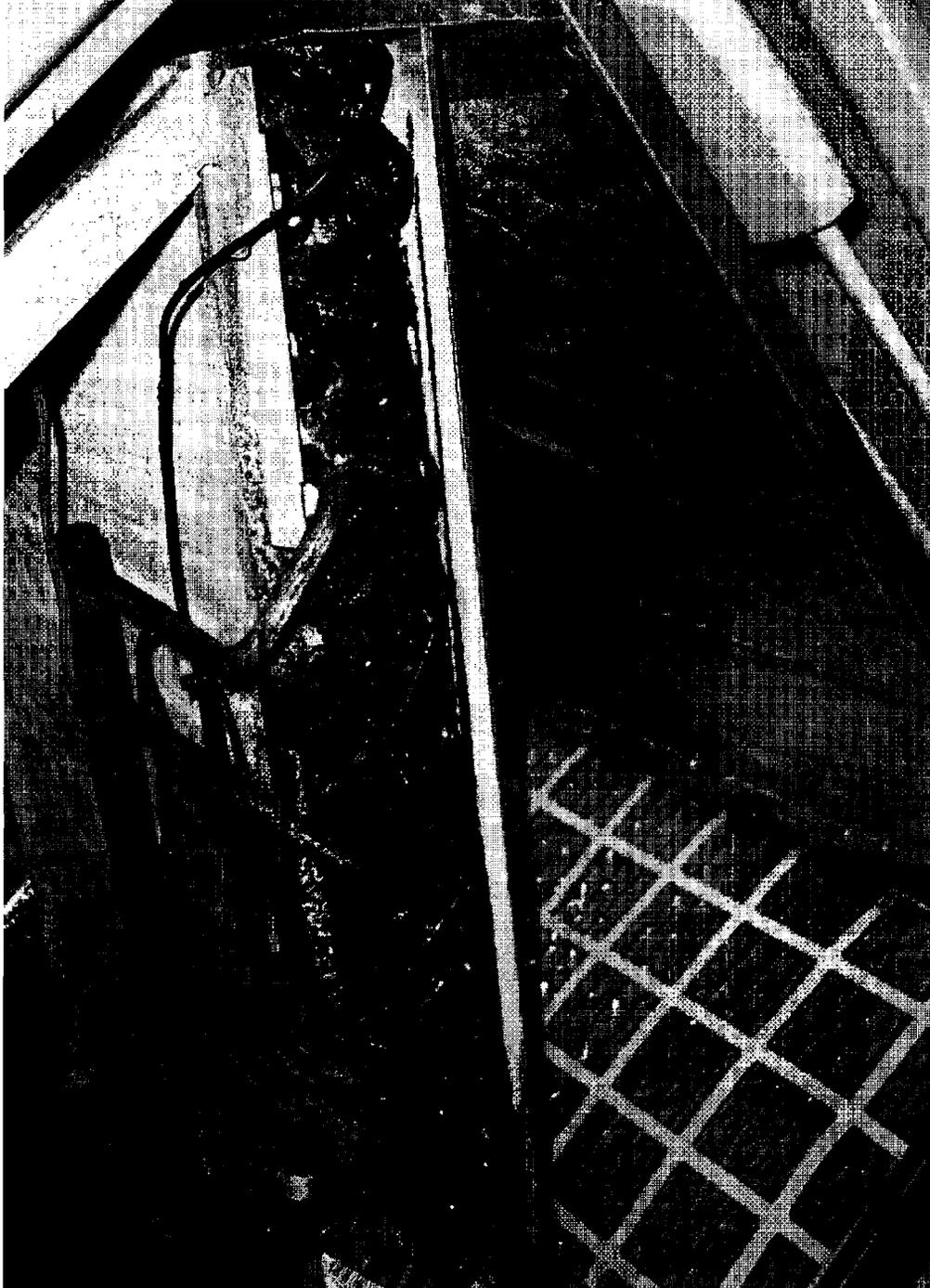


Exhibit A-28 is a view of the air handler on the second floor of the residence.



Exhibit A-29 is a view of the evaporator coil in the air handler on the second floor of the residence.



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Exhibit A

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Exhibit A-30 is a view of the evaporator coil in the air handler on the second floor of the residence.



U.S. Consumer Product Safety Commission

AUTHORIZATION FOR RELEASE OF NAME

Thank you for assisting us in collecting information on a potential product safety problem. The Consumer Product Safety Commission depends on concerned people to share product safety information with us. We maintain a record of this information, and use it to assist us in identifying and resolving product safety concerns.

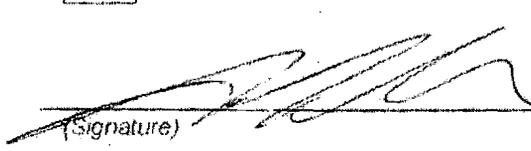
We routinely forward this information to manufacturers and private labelers to inform them of the involvement of their product in an accident situation. We also give the information to others requesting information about specific products. Manufacturers need the individual's name so that they can obtain additional information on the product or accident situation.

Would you please indicate on the bottom of this page whether you will allow us to disclose your name? If you request that your name remain confidential, we will of course, honor that request. After you have indicated your preference, please sign your name and date the document on the lines provided.

I request that you do not release my name. My identity is to remain confidential.

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

You may release my name to the manufacturer and to the public.

 _____
(Signature) (Date) 05/11/09

PERSONS CONTACTED BY THIS INVESTIGATOR

Consumer: Jeffrey Starkman
11244 NW 77th Place
Parkland, FL 33076
Telephone Number: 954-529-5436
Initial Contact: May 05, 2009

PERSONS CONTACTED BY THE CONSUMER

Home Builder: Name Unknown
WCI Communities, Inc.
24301 Walden Center Drive
Bonita Springs, FL 34134
Telephone Numbers: 800-924-3545, 954-
575-4200, 239-738-7010

Inspector: Name Unknown
WCI Communities, Inc.
24301 Walden Center Drive
Bonita Springs, FL 34134

Doc No: I0940417A

Issue: 29

04/17/2009

04/15/2009 20:31:22

Name = Jeffrey Starkman
Address = 11224 NW 77th Place
City = Parkland
State = Florida
Zip = 33076
Email = lokevich@aol.com
Telephone = 9545295436
Name of Victim = Jeffrey Starkman & family
Victim's Address = 11224 NW 77th Place
Victim's City = Parkland
Victim's State = Florida
Victim's Zip = 33076
Victim's Telephone = 9545295436

Incident Description = Drywall causing copper corrosion thus creating toxic gas release throughout house

Victim's age at time of incident = 34

Victim's sex = male

Date of incident = December 2006

Product involved = Drywall

Product brand name/manufacturer = (b)(3):CPSA Section 6(b)

Manufacturer street address = (b)(3):CPSA

Place where manufactured (C) = Section 6(b)

Product model and serial number, ma

Product damaged, repaired or modifi

If yes, before or after the incident =

Description of damage, repair or modification =

Date product purchased = December 2006

Product involved still available = yes

Have you contacted the manufacturer = no

If not, do you plan to contact them = yes

Name Release = Release name to manufacturer only

Information contained within this report was obtained from an on-site visit with the homeowner at his home. During this visit, engineers from EH & E were conducting air quality tests.

The homeowners consist of a 53-year-old female and a 60-year-old male. They have a cocker spaniel dog that is 13-years-old. No one else has lived with them in the home. The home was built in 2006 by WCI Builders of Bonita Springs, FL. The homeowners purchased the home in November 2006. They moved into the home on December 16, 2006. They lived in the home from December 2006 until April 2007. In April 2007, they went back to their summer home in Minnesota. They lived in Minnesota from April 2007 until October 2007. From October 2007 until September 2008, they lived in this home in Bradenton, FL. They were on vacation for one month during October 2008 and then returned to this home in Bradenton, FL. They continued to live in this home from October 2008 until April 2009. In April 2009, they moved all of their belongings out of this home in Bradenton, FL because of the problems they were having from the Chinese drywall. Since then, this home has been empty.

The home is a two story family home that is part of a duplex. It has approximately 3,200 square feet of living space. There is a two-car attached garage and a screened-in patio area on the back of the home. On the other side of the screened-in area, there is a swimming pool. The house has four bedroom, four full bathrooms and two half bathrooms. It also has a large kitchen area with a family room, a dining room and a laundry room. The house was built on a concrete slab and is constructed of concrete block and stucco. The homeowner believed the house had metal studs. The house has tile throughout the house except in the bedrooms and the stairs. The bedrooms and stairs are carpeted. All of the appliances were new when the house was built in 2006.

This home is equipped with natural gas for the stove top, the fireplace inside and the fireplace pit on the outdoor deck. There is natural gas for the water heater, the clothes dryer and the furnace. All other appliances are electric. The homeowner stated that the builder painted all the walls before they moved into the home in December 2006. They have not made any other major changes to this home since they moved into the home in December 2006.

The homeowner stated that none of the drywall in this house has been replaced. He did not know the name of the drywall contractor or the drywall installer. The home was built by WCI Builders of Bonita Springs, FL.

The homeowner stated that in October 2008, he began to suffer severe bronchial problems. He also had a horrible cough. He went to his doctor several times but his doctor could not determine what was wrong. His doctor prescribed antibiotics but his problems continued for about two months before he began to feel any better. He was still living in this house in Bradenton, FL when he experienced these symptoms. He added that he was out of the house most of the time during the day.

The homeowner stated that both he and his wife have had sore throats more often when they were living in this house. They had the occasional dull headaches and suffered from fatigue. His wife suffered from nausea when she was in this house. Also, both he and his wife have had problems with silver fillings in their teeth. He explained that just recently, one of his silver filling fell out and his tooth was cracked. His wife also had a silver filling fall out and had to go to the dentist.

Within a couple of weeks, he and his wife have noticed a difference in how they felt since they have moved out of this house. Since April 2009, they have felt better and have had more energy.

The homeowner related that their dog has had some medical problems. They have had the dog's blood tested the last three years. In 2007, his blood tested normal. In 2008, they noticed the dog had several open sores on him. They had his blood tested in 2008 and discovered that the dog's liver enzymes were five times the normal rate. After they moved back to Minnesota in April 2009, they noticed that the dog's sores seem to be healing. They had the dog's blood tested again and his liver enzymes came back normal. The homeowner believes the dog has suffered from the effects of the Chinese drywall because the dog always stays in the foyer when they are away from the house and the foyer is where his wife can smell a slight pungent odor.

The male homeowner could not smell any odor but stated that his wife has smelled a pungent odor in the dining room area and the foyer. They did not think anything about the odor and attributed it to a new house smell. According to his wife, the odor is stronger when the windows are open.

This home has two air conditioning units. One is located in the garage and one is located in an upstairs closet. The coils in the air conditioning unit in the upstairs closet were replaced in January or February of 2007. The air conditioning unit in the garage had to be recharged once or twice since they have owned this home. In July 2008, the garage air conditioning unit pipes froze up. The air conditioning technician had to un-thaw the pipes and then seal the pipes back up again. The homeowner has a service that checks both air conditioning units on a yearly basis. (See Attachment 1, Photos 8 & 9).

The homeowner related that the copper pipe connected to the air conditioning unit in the upstairs closet has shown some signs of corrosion. The upper part of the copper pipe has turned black but the bottom part of the copper pipe has not turned as black as the upper part of the copper pipe.

The air conditioning unit in the upstairs closet was examined. The coils have turned black and are corroded. (See Attachment 1, Photo 2).

The homeowner stated he has had problems with his washing machine. He had to have the motherboard within the washing machine panel replaced three times. The appliance

technician who came to replace the motherboard told the homeowner that he had to replace several motherboards in washing machines in this area. He thought it was because the washing machines were defective. The last time the washing machine failed in October/November 2008, the homeowner replaced the washing machine with a new machine. Since then, he has not had any problems with his new washing machine.

In October 2008, the motherboard to his refrigerator burned out. It was still under warranty, so he had the motherboard replaced. The technician who replaced the motherboard in the refrigerator had no explanation of why the motherboard burned out.

In the fall of 2008, his desktop Apple computer failed. He took it to an Apple store to have it repaired. The technician had to replace the motherboard in the computer. In May 2008, the homeowner's Apple laptop computer failed. It was still under warranty, so he took it to an Apple store to have it repaired. The technician told him that the motherboard was all black and had to be replaced. He had the motherboard replaced in the laptop and has not had any problems with it since then.

The homeowner checked the ground wires in all of his outlets. He stated that the ground wires in all of the outlets have turned black. Several of the outlets were examined during this visit and all of them showed signs of corrosion on the ground wires. (See Attachment 1, Photo 4).

The homeowner pointed out that the handles and the hinges on the glass shower doors were copper and have turned black. (See Attachment 1, Photo 6). He had two silver candlesticks in this home and both of them have turned black. (See Attachment 1, Photo 3). He had two metal waste baskets that were in bathrooms and both of them showed pitting of black spots. (See Attachment 1, Photo 7). He added that all of his wife's silver jewelry has turned black. The homeowner also pointed out that the edges of mirrors were beginning to show signs of corrosion. (See Attachment 1, Photo 5).

The homeowners first became aware of Chinese drywall in October 2008 from articles in the newspaper and from the news on television. A friend of theirs who is in real estate came over to their home and he and the friend checked all the outlets in the house. They found all of the ground wires had turned black. This led the homeowner to believe that there may be Chinese drywall in his home. He cut a piece of drywall from the back of a closet. The piece of drywall that he cut out had printing on the back of it that reads "KNAUF TIAJIN". (See Attachment 1, Photos 10 & 11). He found another piece of drywall that was US gypsum drywall and cut it out also. He compared the two pieces of drywall and found that the US gypsum drywall was white and powdery and the Chinese drywall was more brittle and had a yellow color to it.

The homeowners contacted their homeowners' insurance company and filed a claim with them. The insurance company hired a testing company to test their home. The testing company did some air quality testing. Their testing determined that there was hydrogen

sulfate in the house but it was less than the outside of the house. Their insurance company rejected their claim on the basis that it was a pollution problem that was not covered under their policy. The homeowners contacted the builder, WCI. The builder sent out a construction manager who looked over their home and said he was about 99 percent sure that there was not a problem in this house. After the homeowner found that the ground wires in his outlets had turned black, he called the builder again. The construction manager came out again and when he saw the ground wires had turned black, he told the homeowners that it did look like they had a problem with Chinese drywall.

The homeowner related that there are eight units in this neighborhood association that were all built around the same time with the same builder. Three of them have been confirmed as having problems with corrosion. The next neighborhood down the street that was also built around the same time with the same builder has 18 houses and at least four of them have signs of corrosion.

The homeowner has also tried to file a claim with the homeowners' association insurance company. That claim was also rejected.

On March 2, 2009, the homeowner and his next door neighbor notified WCI, the builder that they expect remediation of the drywall problems in their homes. WCI has never sent them anything in writing but the homeowner was told that WCI has filed bankruptcy and the homeowners' warranty is considered an unsecured creditor claim. The homeowner has telephoned WCI on a regular basis and has talked to the vice president who has been handling all the homeowners who believe they have a drywall problem. The vice president always implies that WCI wants to do the right thing and do something about the Chinese drywall problem but he does not have any specific plans.

The homeowners' neighbor (other side of duplex) has also had problems with the drywall in his home. His neighbor has had to replace the copper coils in both of his air conditioning units since October 2007. His new washing machine that was installed when the home was built also stopped working and needed to have the motherboard replaced. His big screen plasma television stopped working and he had to get a new television. His neighbor has had problems with dimmer switches. When he would put them half way up, the lights would turn off. Eventually, three of them completely stopped working. He checked the outlets in his home and all of the ground wires had turned black. His neighbor has two cats and one of the cats has developed breathing problems. His neighbor cut out a piece of drywall under his stairs. The drywall had "KNAUF TIAJIN" imprinted on the back of the drywall.

The homeowner researched information about drywall. He found that drywall codes require an ASTM standard that has a fire rating. All drywall must have a label on it showing that it meets ASTM standards. If there is no labeling on the drywall, then the person responsible for purchasing and installing the drywall must maintain certification

records for the drywall. The homeowner has repeatedly requested the builder, WCI to produce these certification records. He asked the construction manager about the records when he came to the homeowner's home, but he said he did not know anything about that code. (See Attachment 3). He has also researched information about hydrogen sulfide that is reported to be in Chinese drywall and has provided a copy of the MSDS sheet on hydrogen sulfide. (See Attachment 4).

The homeowners' short term plan for the time being has been to move out of the house. Their doctor told them to move out if they could afford to do so and stay out of the house until the effects of the Chinese drywall have been determined. Their long term plans include moving back into their home after it has been remediated.

PRODUCT IDENTIFICATION:

The drywall in this house had printing on the back of a piece of drywall that reads "KNAUF TINJIN". There is no other identification available pertaining the drywall.

ATTACHMENTS:

- Attachment 1 – Photos 1 – 11
- Attachment 2 – Commitment Form
- Attachment 3 – Copy of ASTM code labeling requirements provided by homeowner
- Attachment 4 – Copy of MSDS sheet provided by homeowner
- Attachment 5 – Final Release Form
- Attachment 6 – Authorization for Release of Name
- Attachment 7 – Identification of Contacts

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ATTACHMENT 1

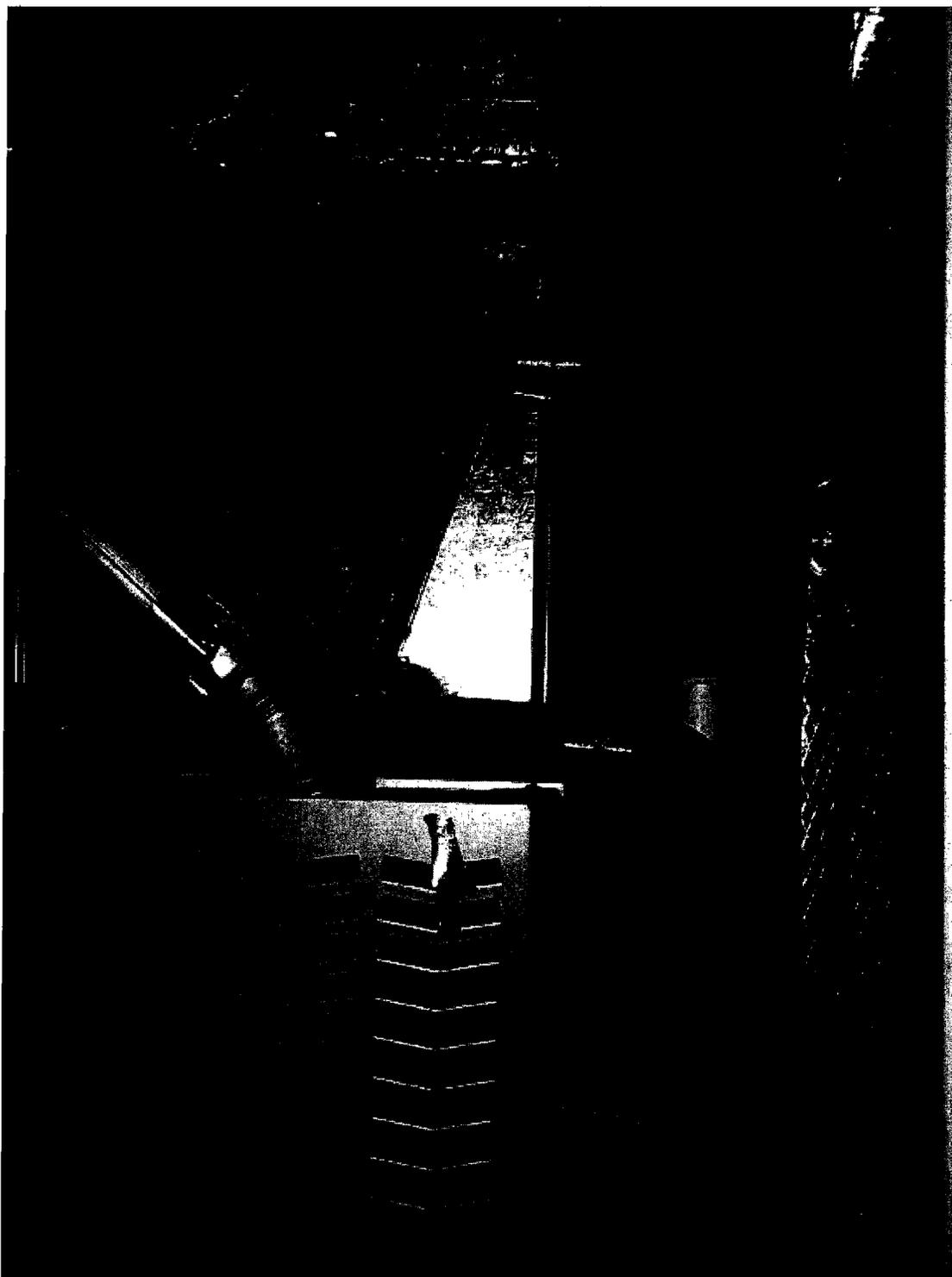
PHOTO 1 – View of homeowners' house



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ATTACHMENT 1

PHOTO 2 – View of coils on upstairs air conditioning unit where the coils have corroded and turned black



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ATTACHMENT 1

PHOTO 3 – View of silver candlestick that corroded and turned black



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ATTACHMENT 1

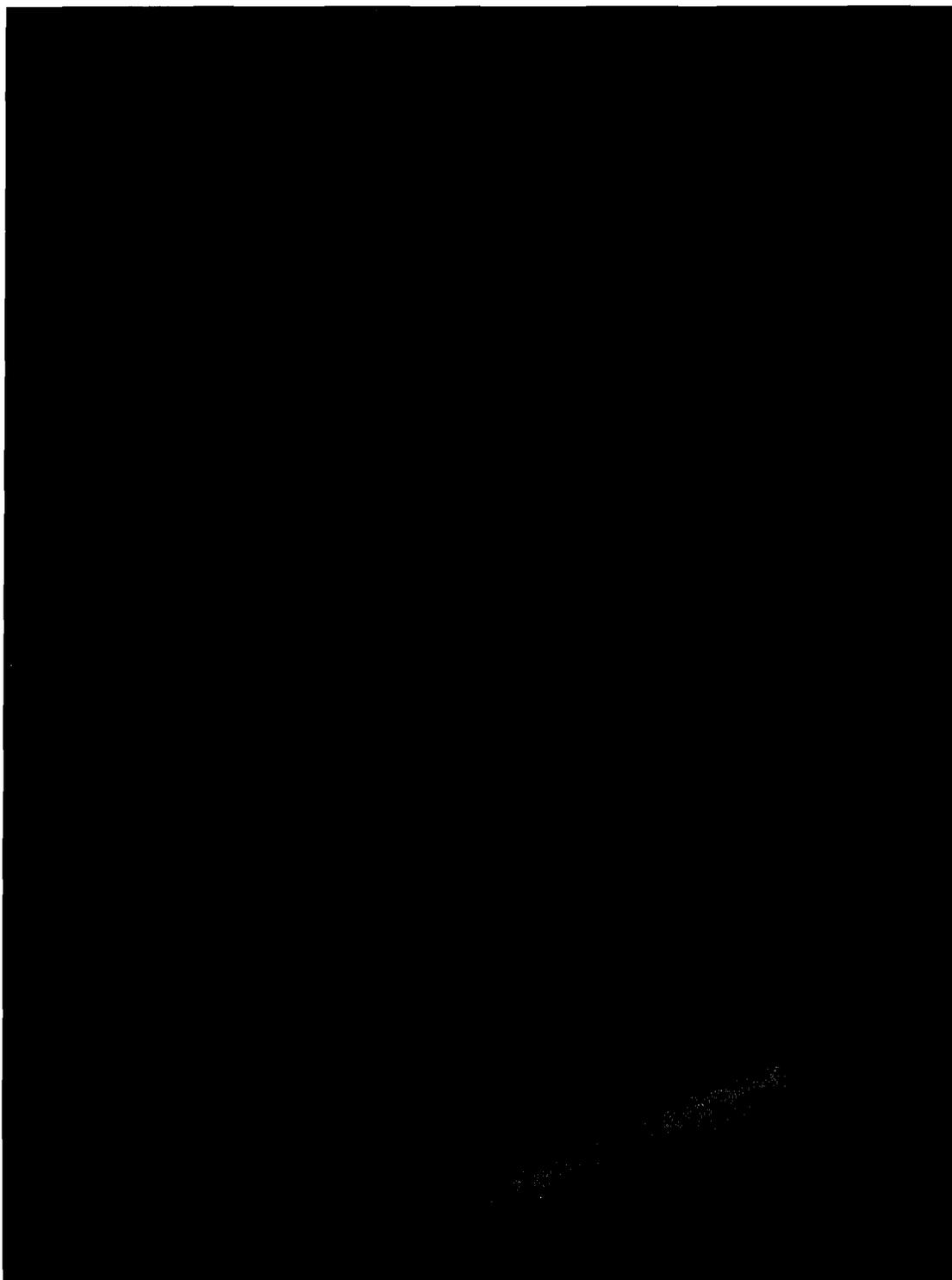
PHOTO 4 – View of one of the outlets showing the ground wire that has corroded and turned black



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ATTACHMENT 1

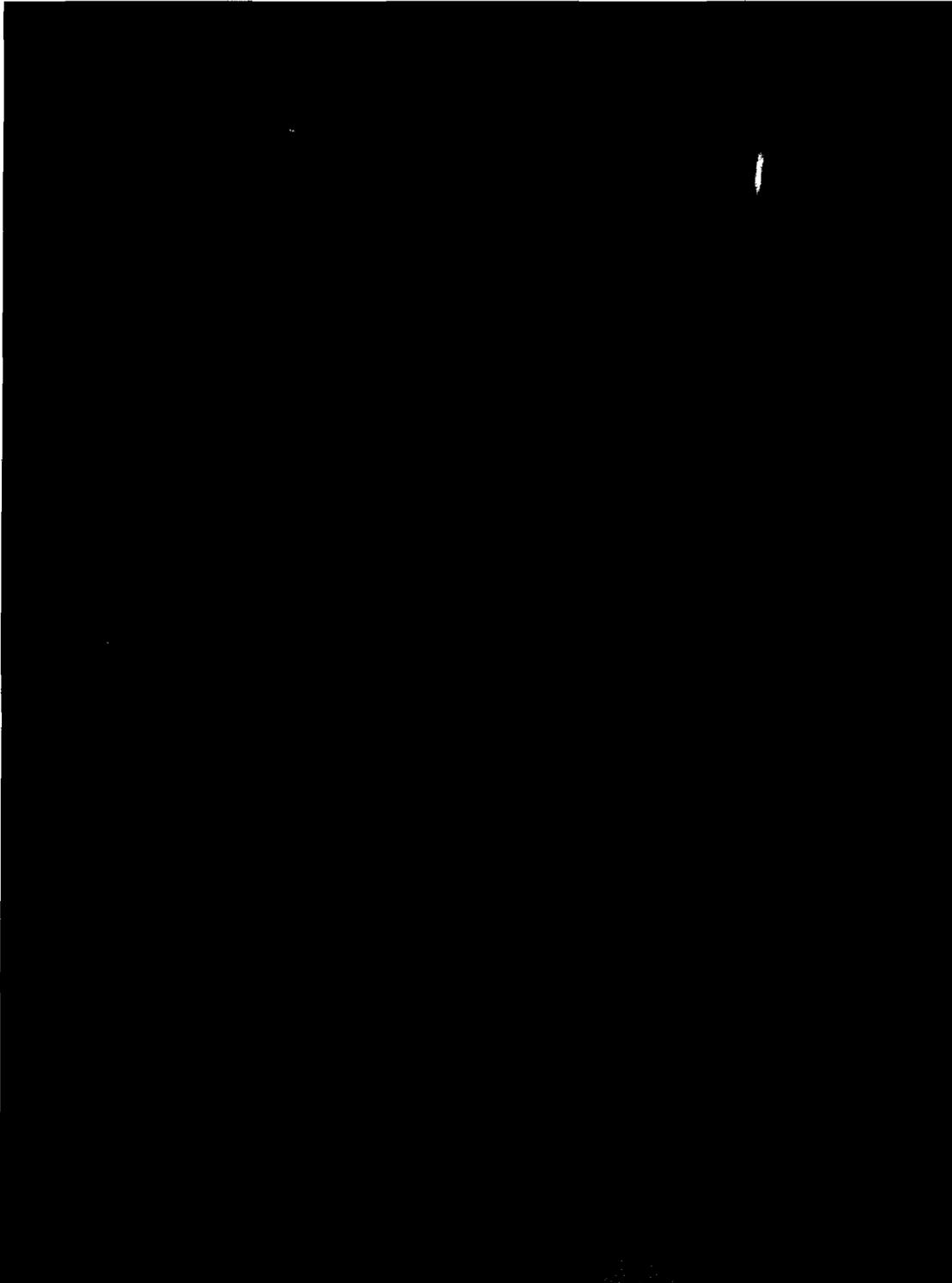
PHOTO 5 – View of edge of mirror in bathroom that is showing signs of corrosion on the edges



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ATTACHMENT 1

PHOTO 6 – View of the shower door handle and hinge where the copper has turned black



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ATTACHMENT 1

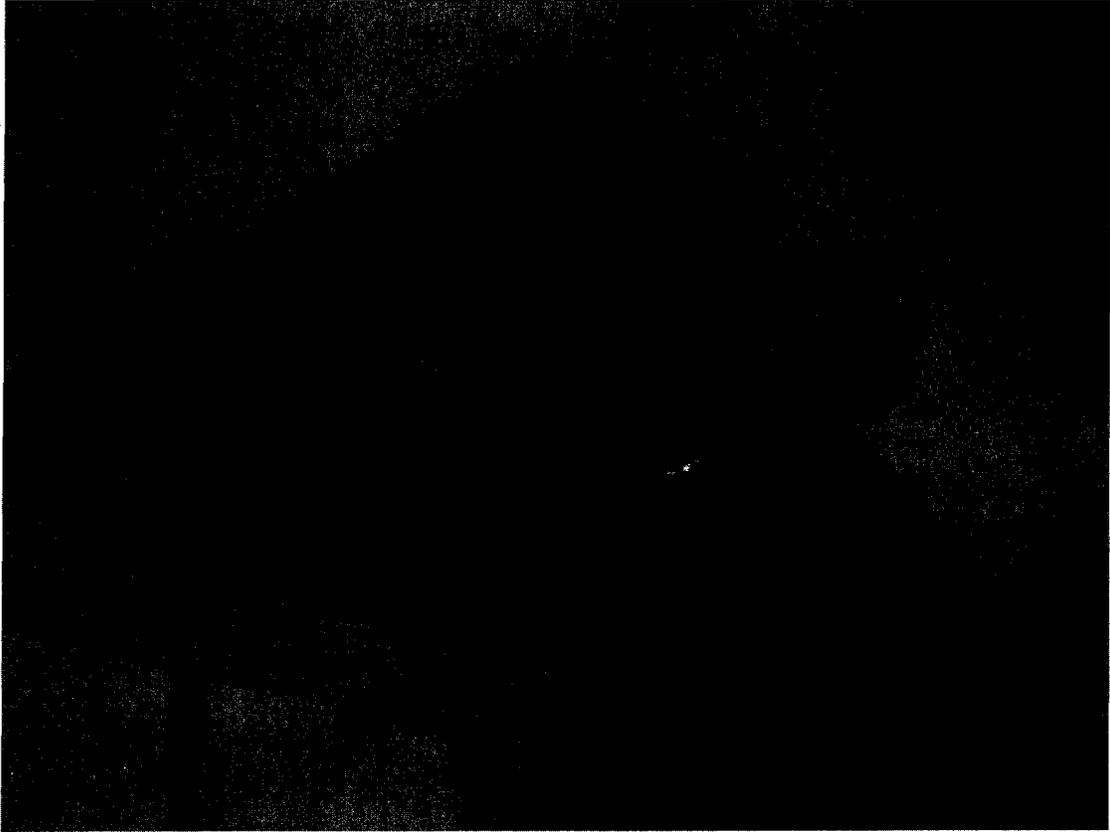
PHOTO 7 – View of waste basket that has pitting marks



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ATTACHMENT 1

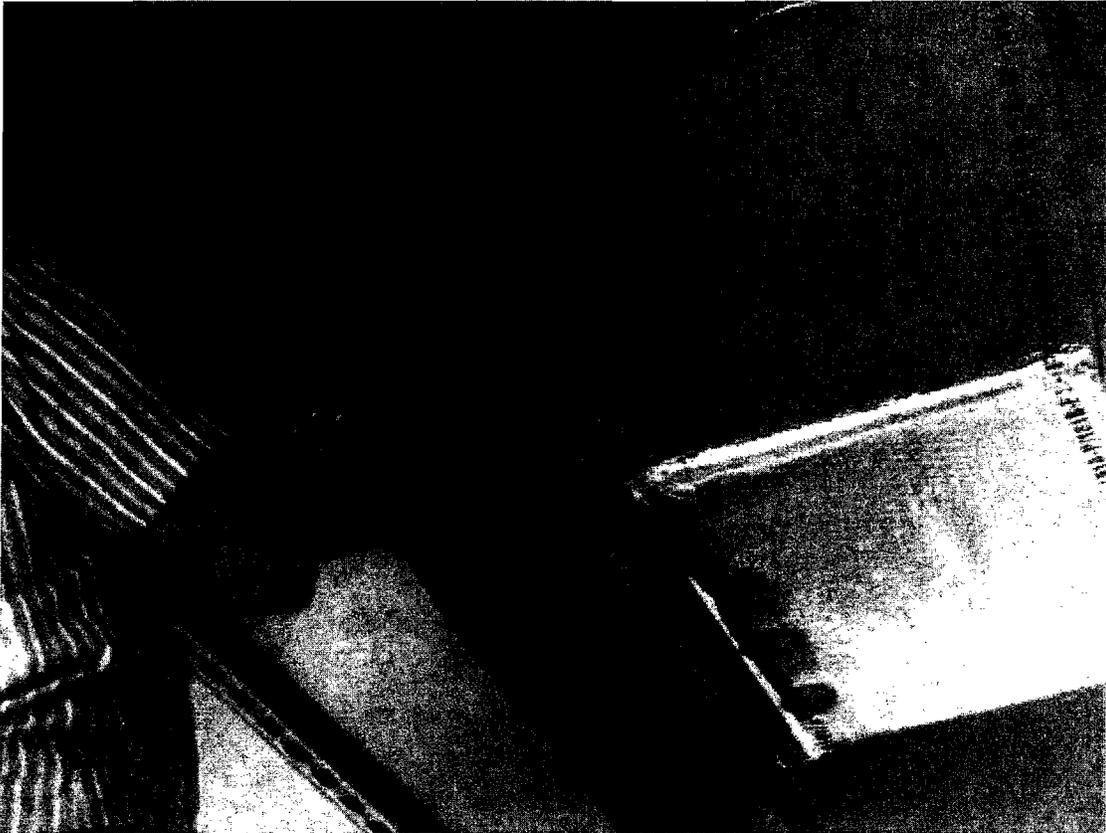
PHOTO 8 – View of air conditioning unit in garage



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ATTACHMENT 1

PHOTO 9 – View of the coils on the air conditioning unit in the garage showing corrosion on the coils



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ATTACHMENT 1

PHOTO 10 – View of place in closet where homeowner cut out the drywall and found where it had printing on the back that reads “KNAUF TIAJIN”.



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ATTACHMENT 1

PHOTO 11 – Close up view of some of the pieces of drywall that the homeowner cut out from the back of his closet



RELEASE & WAIVER OF LIABILITY FORM

[To Be Signed by All Residents 18 Years of Age or Older]

I, LEE C. ARNOLD, do hereby give permission to the U.S. Consumer Product Safety Commission and any of its designated representatives, consultants, or other designees ("CPSC") to utilize my residence located at 1045 Fish Hawk Cove, Bradenton, FL 34212 for an indoor air-quality monitoring and testing study. This work is being undertaken as a part of an exploratory study to assess potential associations between constituents that may be present in indoor air and constituents that may be detected in drywall imported from China.

I understand that CPSC will be testing my residence for a variety of gases and/or other substances. Additionally, I understand that while CPSC will inform me of the chemical analysis results for my own residence, CPSC will not be providing further individualized analysis or recommendations concerning possible actions regarding health, safety and/or remediation which occupants could take in light of the information provided. However, CPSC will inform me if the chemical analysis results for my residence indicate the presence of gases or other substances above established risk levels.

I understand that this testing will take one full day of active testing and up to one to two week(s) of having passive sampling equipment in my home. I understand that after one to two week(s) of passive sampling, CPSC will contact me to arrange a time for CPSC to retrieve the passive sampling equipment. I represent that neither I nor members of my household will touch the passive sampling equipment while it is present in my home. CPSC requests that homeowners refrain from using cleaning supplies containing bleach, ammonia, and acetone. There may be other limited household activities which CPSC will request the homeowner to minimize, and CPSC will explain those activities in more detail when the testing begins.

I understand that CPSC intends to take small nail-size samples (less than 1/8 inch) from multiple inconspicuous locations throughout the home, such as behind switch plates and near baseboards. Additionally, CPSC may take drywall sample(s) of an approximate size of 6 inches by 6 inches and will cover the resulting hole(s) with a blank access panel.

I understand that neither I nor other members of my household, including minor children, will be compensated for our participation in this study nor will we receive any per diem allowance or other funds.

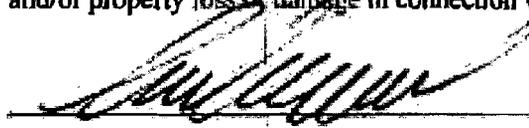
I understand that this study involves multiple residences and the final study and analysis will not be completed for a period of time, likely in the fall of 2009. I also understand that CPSC will likely not release information to the general public until the completion of the entire study. I further understand that this study may be widely disseminated to the public and that my own residence will not be identifiable by personally identifiable information such as address, name, etc. within the larger study.

I assume the risk of any and all injury or damage to my person or property that may arise, whether directly or indirectly, as a result of my participation in this study.

I hereby release and hold harmless CPSC, its officers, employees, consultants, representatives, and other designees and the United States Government from any liability for illness, injury, property loss or damage arising from participation in this study.

This agreement is made upon the express condition that for the period of time which CPSC or any of its equipment is in my residence for the purpose of conducting this testing, I shall be free from all liabilities and

claims for damages and/or suits for or by reason of any illness, injury, or death to any CPSC officers, employees, consultants, representatives, and other designees of the CPSC or the United States Government, and that I shall be free from all liabilities and claims for damages and/or suits resulting to damage of CPSC property. CPSC hereby agrees to release and hold me harmless from any liability for illness, injury, death, and/or property loss or damage in connection with the testing as outlined above, however occurring.



Signature

7.08.09

Date

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

The following is the relevant portion of the research I had done with respect to Code compliance as we discussed this morning.

"The other issue is whether or not there is compliance with building codes and whether any non-compliance was intentional or otherwise.

As best I can determine, our homes were built under the jurisdiction of the 2004 version of the Florida State Building Code - insofar as the rock is concerned, I believe the later versions are similar if not the same.

The Florida Code adopts by reference ASTM standards. I have researched all of the related gypsum board code standards adopted, and here they are... Gypsum plaster or Portland cement plastering materials shall conform to ASTM C 5, C 28, C 35, C 37, C 59, C 61, C 587, C 588, C 631, C 847, C 897, C 933, C 1032 and C 1047, and shall be installed or applied in conformance with ASTM C 843, C 844 and C 1063. Note that the following requirements are also those adopted by the State of Florida and enforced by Manatee County through inspection.

4. Materials and Manufacture

NOTE 3—Consult producers for independent test data on assembly details and fire-resistance classifications for other types of construction. See fire test reports or listings from recognized fire testing laboratories for assembly particulars, materials, and classifications.

4.1 Gypsum board shall consist of a noncombustible core, essentially gypsum, surfaced with paper bonded to the core.

4.3.3.2 - Temperature Rise

4.4 - Flame Spread

4.5 - Physical Properties

4.5.1.1 - Specimen Testing

4.5.2-3-4-5 - Physical Characteristics

6.1.1 - Flexural Strength

6.1.2 - Humidified Deflection

6.1.3 - Nail Pull Resistance

... and on and on and on.

6.1 Unless otherwise specified in the purchase agreement, each board or package shall have legibly marked thereon the following: the thickness, the name of the producer or supplier, the brand name, if any, and the ASTM specification for the product.

If the purchaser specifies no labeling, the certification records must be maintained by the Purchaser. So here's the bottom line... The rock needs to be labeled for all of the above requirements or WCI will need to provide the certifications that the rock in our homes meets ASTM requirements. We know from our examinations thus far, that most of the exposed sheet rock meets the requirements, but we don't know about the concealed rock. The news media has reported there is no labeling on the contaminated rock and Steve from WCI confirmed that much of the material supplied here did not even have a manufacturer's label let alone a rating or certification."

Lee Arnold

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Lee Arnold

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Lee Arnold

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Lee Arnold

SafetyDirectory.com

The internet gateway to occupational health & safety sites

Home : [Hazardous Substances](#) : [Hydrogen Sulfide](#) : **Factsheet**

Ads by Google 

H₂S Safety Factsheet

August 2004

Hydrogen sulfide (H₂S, CAS# 7783-06-4) is an extremely hazardous, toxic compound. It is a colourless, flammable gas that can be identified in relatively low concentrations, by a characteristic **rotten egg** odor. The gas occurs naturally in coal pits, sulfur springs, gas wells, and as a product of decaying sulfur-containing organic matter, particularly under low oxygen conditions. It is therefore commonly encountered in places such as sewers, sewage treatment plants (H₂S is often called **sewer gas**), manure stockpiles, mines, hot springs, and the holds of fishing ships. Industrial sources of hydrogen sulfide include petroleum and natural gas extraction and refining, pulp and paper manufacturing, rayon textile production, leather tanning, chemical manufacturing and waste disposal.

Hydrogen sulfide has a very low odor threshold, with its smell being easily perceptible at concentrations well below 1 part per million (ppm) in air. The odor increases as the gas becomes more concentrated, with the strong rotten egg smell recognisable up to 30 ppm. Above this level, the gas is reported to have a sickeningly sweet odor up to around 100 ppm. However, at concentrations above 100 ppm, a person's ability to detect the gas is affected by rapid temporary paralysis of the olfactory nerves in the nose, leading to a **loss of the sense of smell**. This means that the gas can be present at dangerously high concentrations, with no perceivable odor. Prolonged exposure to lower concentrations can also result in similar effects of olfactory fatigue. This unusual property of hydrogen sulfide makes it extremely dangerous to rely totally on the sense of smell to warn of the presence of the gas.

Health Effects of Hydrogen Sulfide

H₂S is classed as a **chemical asphyxiant**, similar to carbon monoxide and cyanide gases. It inhibits cellular respiration and uptake of oxygen, causing biochemical suffocation. Typical exposure symptoms include:

L O W	0 - 10 ppm	Irritation of the eyes, nose and throat
M O D	10 - 50 ppm	Headache Dizziness Nausea and vomiting Coughing and breathing difficulty

Wastewater Treatment
 Odor & Water Quality Solutions ECO Oxygen Technologies, LLC
 www.eco2tech.com

Safety & Health Degree
 Online, Flexible, Self-Paced Affordable, BCSP recognized
 www.ColumbiaSouthern.edu/OE

Wireless Gas Detection
 Toxic & Combustible Monitors For Hazardous Locations. Fast Delivery!
 www.gdscorp.com

Sulfide Odor Control
 Control Hydrogen Sulfide Odors! De-Sulph-A-Nator knocks them out.
 www.teamaquatix.com

H I G H	50 - 200 ppm	Severe respiratory tract irritation Eye irritation / acute conjunctivitis Shock Convulsions Coma Death in severe cases
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 ATTACHMENT 4
 Page 2 of 3

Prolonged exposures at lower levels can lead to bronchitis, pneumonia, migraine headaches, pulmonary edema, and loss of motor coordination.

Working with Hydrogen Sulfide

Most countries have legal limits in force that govern the maximum allowable levels of exposure to hydrogen sulfide in the working environment. A typical permissible exposure limit in many countries is 10 ppm. While the distinctive odor of H₂S is easily detected, its olfactory fatigue effects mean that one cannot rely on the nose as a warning device. The only reliable way to determine exposure levels is to measure the amount in the air. Regular monitoring will help to identify areas and operations likely to exceed permissible exposure limits, and any areas that routinely pose overexposure hazards should be equipped with continuous monitoring systems.

With a vapor density of 1.19, hydrogen sulfide is approximately 20 percent heavier than air, so this invisible gas will collect in depressions in the ground and in confined spaces. The use of direct reading gas detection instrumentation should be required before entering confined spaces such as manholes, tanks, pits, and reaction vessels that could contain an accumulation of H₂S gas.

Wherever possible, exposure should be minimised by employing adequate **engineering controls** and **safe working practices**. Such methods include ensuring good ventilation and changing work procedures and practices. Where engineering controls cannot adequately control levels of exposure, it may be necessary to supplement them with the use of suitable **personal protective equipment** (PPE) such as supplied-air respirators. A qualified industrial hygienist or safety professional should be consulted for guidance on the suitability and correct use of respirators.

Should a co-worker ever be overcome by H₂S gas, do not attempt a rescue until you are properly protected yourself. The rescuer can very easily get caught out by venturing into a confined space without adequate protection. Remember that at levels above 200 ppm, collapse, coma and death due to respiratory failure can occur within seconds after only a few inhalations so you can be overcome yourself very quickly. Such incidents are sadly all too common and only serve to make the rescue effort twice as difficult.

NOTE: The information contained in this factsheet is presented for informative purposes only and should not be construed as legal advice or opinion. You should consult the hydrogen sulfide standard for your country or consult the appropriate health and safety regulatory body for guidance.

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ATTACHMENT 4
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U.S. Consumer Product Safety Commission

AUTHORIZATION FOR RELEASE OF NAME

Thank you for assisting us in collecting information on a potential product safety problem. The Consumer Product Safety Commission depends on concerned people to share product safety information with us. We maintain a record of this information, and use it to assist us in identifying and resolving product safety concerns.

We routinely forward this information to manufacturers and private labelers to inform them of the involvement of their product in an accident situation. We also give the information to others requesting information about specific products. Manufacturers need the individual's name so that they can obtain additional information on the product or accident situation.

Would you please indicate on the bottom of this page whether you will allow us to disclose your name? If you request that your name remain confidential, we will of course, honor that request. After you have indicated your preference, please sign your name and date the document on the lines provided.

I request that you do not release my name. My identity is to remain confidential.

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

You may release my name to the manufacturer and to the public.


(Signature)

8.05.09
(Date)

090804CBB1929

ATTACHMENT 7

IDENTIFICATION OF CONTACTS:

1. Lee Arnold, homeowner, 1045 Fish Hook Cove, Bradenton, FL 34212 – contacted on site at his home on August 5, 2009.

CONTACTS MADE BY HOMEOWNER:

1. Michael Ryan, Attorney
2. Homeowners' Insurance Company
3. WCI Builders of Bonita Springs, FL.

Doc No: I0951145A

Issue: 36

06/02/2009

05/30/2009 22:45:17

Name = Lee Arnold
Address = 1045 Fish Hook Cove
City = Bradenton
State = Florida
Zip = 34212
Email = larnold@thearnoldnet.com
Telephone = 941.746.2153
Name of Victim =
Victim's Address =
Victim's City =
Victim's State =
Victim's Zip =
Victim's Telephone =

Incident Description = We discovered our home has been contaminated by defective drywall in late February 2009. We contacted our builder, WCI Communities and demanded remediation. To date, while WCI inspected conditions, they have done nothing.

Our homeowners insurance has rejected our claim although at our insistence, they hired an independent testing lab. The lab took core and air sample and confirmed hazardous gases directly attributable to the drywall. On the advice of our physician, we vacated the property and moved our furnishings to storage. The home is currently unoccupied and would be available to your agency to perform further tests.

Victim's age at time of incident =
Victim's sex =
Date of incident = 03.02.2009
Product involved = drywall
Product brand name/manufacture = Knauf-Tainjin
Manufacturer street address = Unknown
Place where manufactured (City and State or Country) = China
Product model and serial number, manufacture date = unknown
Product damaged, repaired or modified = no
If yes, before or after the incident =
Description of damage, repair or modification = loss of airconditioning units, refrigerator, multiple washing machines and computers
Date product purchased = December 2006
Product involved still available = yes
Have you contacted the manufacturer = no
If not, do you plan to contact them = yes
Name Release = Release name to the manufacturer and public

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.

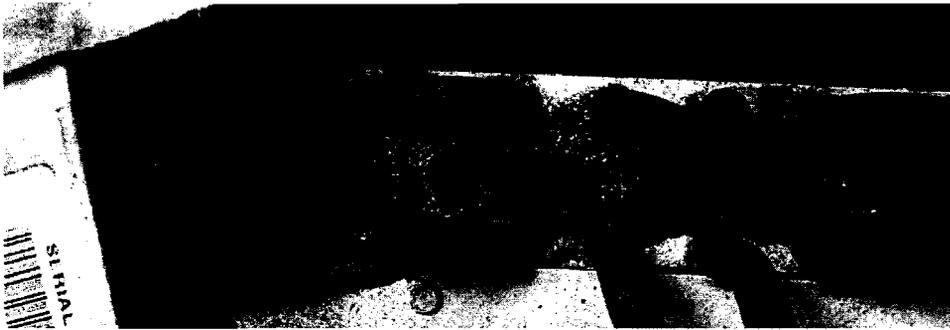
The homeowner went to her physician who advised that she move out of the home due to the ill effects due to the odors of the home and possible injury to her unborn infant. She moved out of the home on December 16th, 2007. Due to the infiltration of the odors into her clothing and furniture, she was not 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 *Sherwin-Williams* 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.



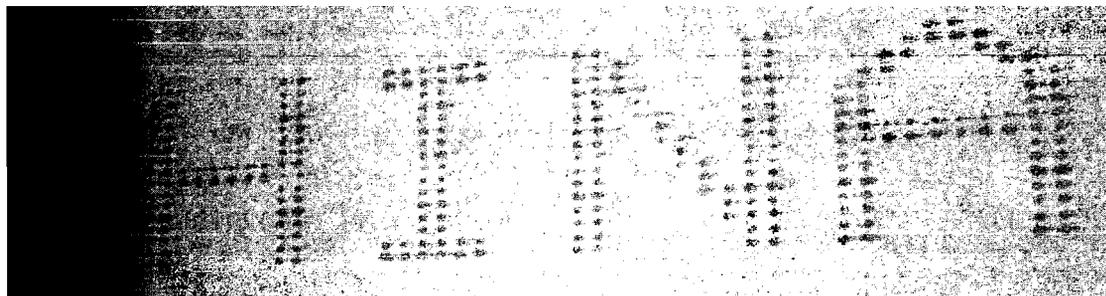
Photograph of the corrosion on the evaporator coils of the A/C.

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.

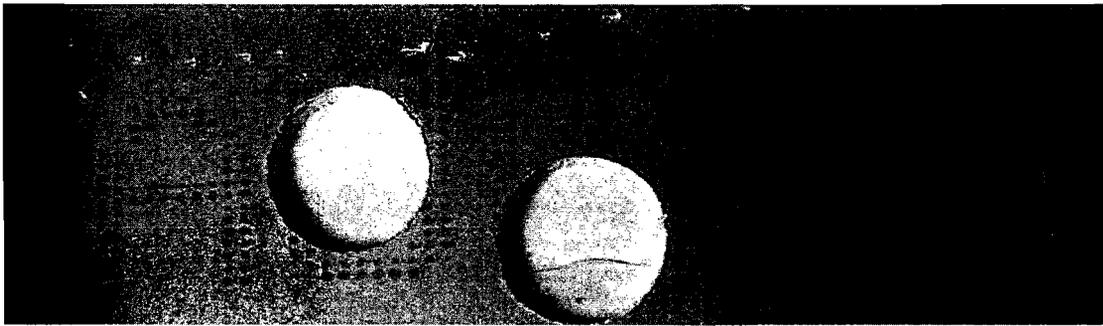
The homeowner was an employee of the builder and had purchased the home from her employer. She stated that the home had a two year blanket warranty however the firm would not correct the problem. In March of 2008 the builder inspected the home and told the homeowner that the smell was sulphur in the 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.

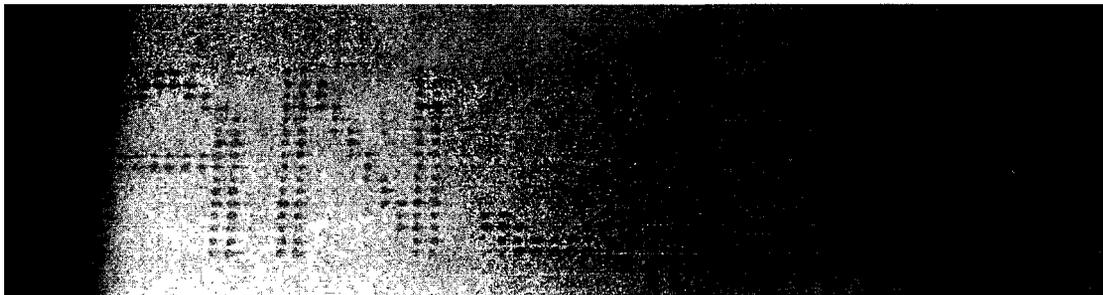
The complainant cut holes in the drywall of the home and found stamps indicating the manufacturer and country of origin. Please see the photographs below and in the exhibits.



"China"

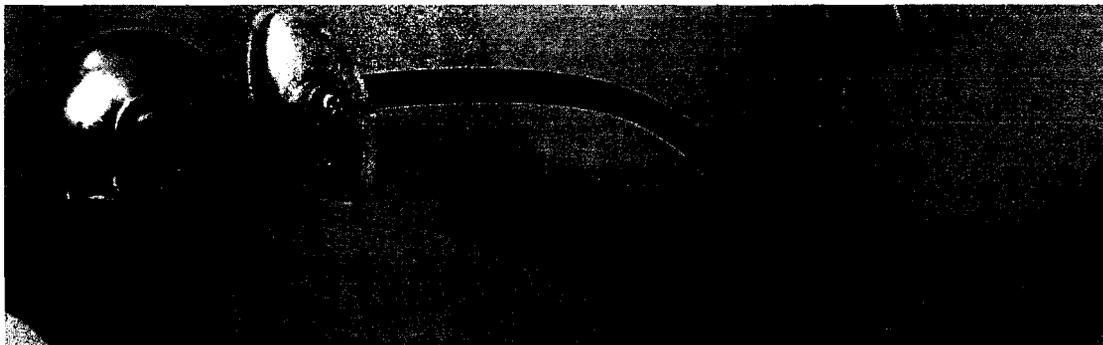


"?AUF-T"



"?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.



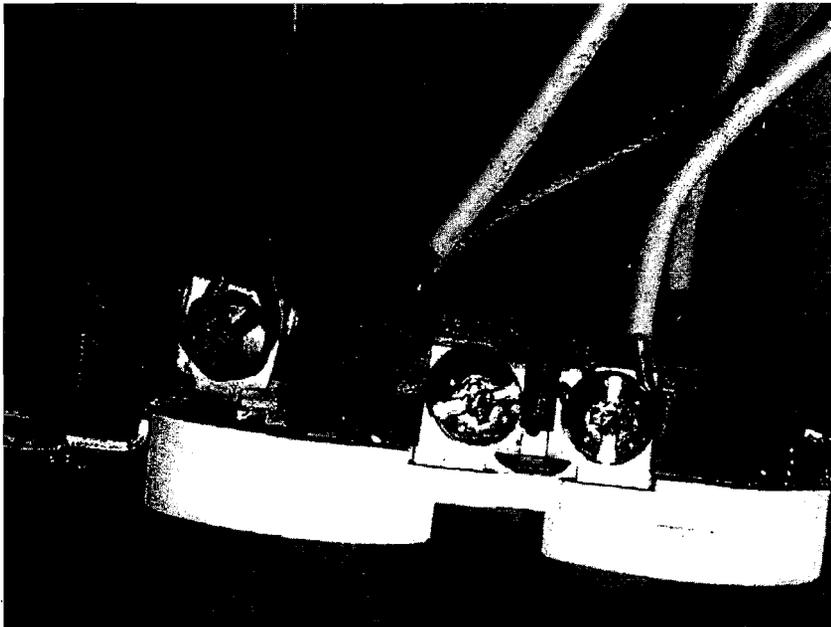
Some water supply lines showed black corrosion.



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 Sherwin-Williams 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. Sherwin-Williams strongly disagrees with the unsupported conclusions of Air Quality Environmental, Inc. that 'Sherwin-Williams 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>

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.

Environmental Consultants & Laboratory Services

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 AQE 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

Monday, January 28, 2008

AQE Project / Job #11687

Page 8

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</i> sp.		38	266						
<i>Ascospores</i>	152	38	152						
<i>Aspergillus / Penicillium-like</i>	304	1,140	950						
<i>Basidiospores</i>		152	808						
<i>Botrytis</i> sp.	38		38						
<i>Cladosporium</i> sp.	456	380	1,064						
<i>Curvularia</i> sp.	76	114							
<i>Dematiaceous mold</i>	418	646							
<i>Epicoccum</i> sp.		38							
<i>Fusarium</i> sp.			76						
<i>Mitospores / Hyphomycetes</i>	190	114	76						
<i>Nigrospora</i> sp.			76						
<i>Pithomyces / Ulocladium</i> sp.		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: 1/10/2008

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							
<i>Hyphae</i>	Minor	Minor							
<i>Pollen</i>	Minor	Minor							
<i>Ascospores</i>		Trace-Minor							
<i>Aspergillus / Penicillium-like</i>	Minor	Trace-Minor							
<i>Basidiospores</i>	Trace	Trace							
<i>Bipolaris / Drechslera / Helminthosporium sp.</i>		Trace							
<i>Cladosporium sp.</i>	Trace	Minor							
<i>Curvularia sp.</i>		Minor							
<i>Dematiaceous mold</i>		Trace-Minor							
<i>Pithomyces / Ulocladium sp.</i>		Trace							
<i>Smuts/Periconia/Myxomycetes</i>	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. (Bī-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.

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, edocarditis, 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-foe-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:	280800049
Lab City:	WESTMONT, NJ	Field ID Number:	11687
Instrument ID:	5972-VOA#4	Laboratory ID Number:	280800049-1
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:	00:39
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	2.5
Freon 114(1,2-Dichlorotetrafluoroethan	76-14-2	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
Bromoethene (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-Trichlorotrifluoroethan	78-13-1	187	0.50	U	3.8
Acetone	67-64-1	58	310	D	740
1,1-Dichloroethene	76-35-4	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	1.6
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	156-60-5	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	108-05-4	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	142-82-6	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
Trichloroethene	79-01-6	131	0.50	U	2.7
1,2-Dichloropropane	78-87-5	113	0.50	U	2.3
Bromodichloromethane	75-27-4	164	0.50	U	3.3
1,4-Dioxane	123-91-1	88	0.50	U	1.6
4-Methyl-2-pentanone(MBK)	108-10-1	100	0.50	U	2.0
cis-1,3-Dichloropropene	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:	11687
Instrument ID:	5972-VOA#4	Laboratory ID Number:	280800049-1
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:	00:39
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	79-00-6	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	5.2
1,1,2,2-Tetrachloroethane	79-34-5	168	0.50	U	3.4
4-Ethyltoluene	622-96-8	120	0.50	U	2.5
1,3,5-Trimethylbenzene	108-87-8	120	0.50	U	2.5
2-Chlorotoluene	95-48-8	127	0.50	U	2.6
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

Concentration Units:

Number TICs found: 7 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.				
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13.				
14.				
15.				
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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

FORM I VOA-TIC

3/90

Monday, January 28, 2008

AOE Project / Job #11687

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Chain of Custody and Sample Submission Form

Air Quality Environmental, Inc.

9525 Seminole Boulevard, Seminole, Florida 33772
Ph (727) 398-0900 Fax (727) 398-0996

Project Type SCREENING Project/Job# 11687

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

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.

Phone: () Cell: ()

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	Liter/Min.	Total Liters
01	LIVING ROOM	AIR20 CELL	7MIN	15L	105
02	2ND FLOOR	↓	↓	↓	↓
03	OUTSIDE	↓	↓	↓	↓
04	A/C SUPPLY	BULK			
05	A/C RETURN	"			

* Please indicate for SWAB sampling, TL-tape (R) or VC-visible culture. If neither is stated for a swab sample, all swabs will be treated as a culture.

Sampled By: ERICH PALTIAN Date: 1-10-08
 Transported By: ERICH PALTIAN Date: 1-10-08
 Special Instructions:

Received By / Date: 63993-63997 **RECEIVED**
JAN 10 2008
 BY: E. PALTIAN

EMSL ANALYTICAL, INC.
 107 Haddon Avenue
 Westmont, New Jersey 08108
 856-658-4800 Extension 1301
 856-658-3502 Fax or
 mhovley@emsl.com or svansten@emsl.com

External

EMSL Project #

Chain of Custody / Analysis Request Form

PO# 3#10417

Note: Please complete all required information. Incomplete shaded areas may hinder processing samples.

Project Name:

Weather conditions (if known): Bar. Pressure: Temp: % Humidity:

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

1. Report to:

Air Quality Environmental, Inc.
 9396 Seminole Boulevard
 Seminole, Florida 33772
 ph (727) 388-0800
 Environmental Consultants &
 Laboratory Services

2. **Air Quality Environmental, Inc.**

6385 Seminole Boulevard
 Seminole, Florida 33772
 ph (727) 388-0800
 Environmental Consultants &
 Laboratory Services

3. Contact Person

Name:

E-mail: Wolfgang@airquality.com

Tel#:

FAX#:

4. Sample Shipping and Transport Notice

The recipient agrees to maintain a minimum of 10 degrees above freezing for the samples. Samples shipped in dry ice will be packed to meet DOT requirements for shipping of samples. The recipient agrees to pay for any damage to the samples. The recipient agrees to pay for any damage to the samples. EMSL reserves the right to refuse service to any recipient who does not comply with the shipping of samples. Contact DOT 49 CFR 173.34 for more information.

3. Sampled by (Signature) Wolfgang Paltan

4. # of Samples in Shipment

TO15

5. Date of Sample Shipment

1-11-08

6. Date/Time Results Needed

Standard

Sample #	Sample ID	Canister ID	Client Sample ID	Sampling Date / Time		Regulator ID	Analyses Requested	Field Test Values (ppm)			Receipt #	
				Start	Stop			Initial "Hg"	Final "Hg"			
1		<u>72034</u>	<u>11687</u>	<u>1-10-08</u>	<u>10AM</u>	<u>1-11-08</u>	<u>10AM</u>	<u>7296235</u>	<u>TO-15</u>	<u>-39</u>	<u>-7</u>	
2												
3												
4												
5												
6												

Sample Type: Indoor Air Quality Soil Gas Vent Gas Other

Do you want your results e-mailed? Yes No

Library Search needed: Yes No, required if you will need help interpreting your report.

Relinquished by (print/sign): Kevin Russell Company: EMSL Date/Time: 1/9/08 1:55 Affixed Custody Seal No. 2332

Received by (print/sign): Donna Buckland 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

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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Page 23 of 23

Exh #3

ID: 090521CBB1732

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[Bureau Of Community Environmental Health > Indoor-Air > Drywall Presentation 02/25/09](#)

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 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.

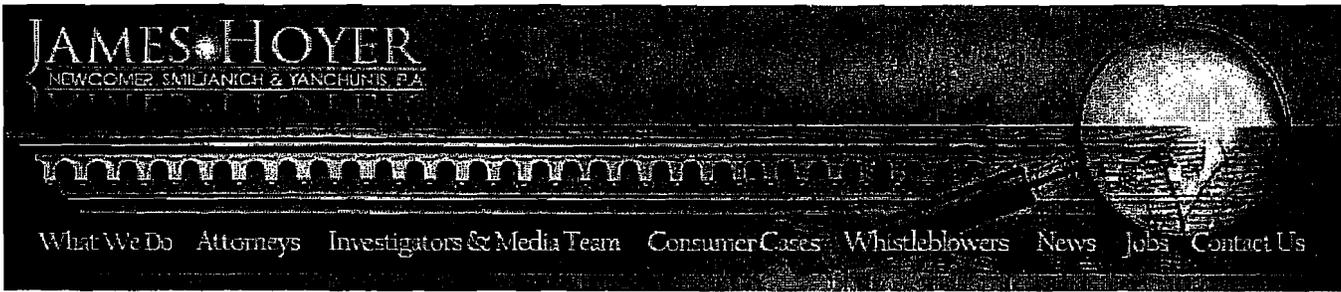
- DOH continues to seek data from all parties regarding occupant exposures to chemicals and secondary hazards resulting from corroded building materials.
- If data arises that identifies health or safety hazards resulting from conditions in homes experiencing this phenomenon, DOH will work with stakeholders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

Defective Chinese Drywall Found in Lakewood Ranch



James Hoyer Partner Secures Cy Pres Award



Undercover - How I went from Company Man to FBI Spy



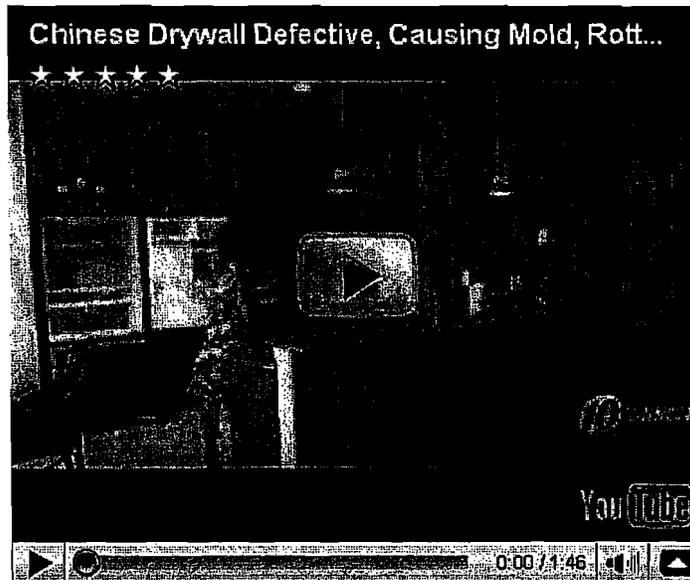
Howard Dean talks with Chris Hoyer



40 Boxes of Ameriquest Documents Found In Dumpster



Brian Ross Investigates Ameriquest on Good Morning America



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

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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)*

Daytime Phone: -

Address Line 1:

Address Line 2:

City:

State:

Zip:

Preferred Contact: By Telephone

Gender: * Not Specified

Ethnicity: * Not Specified

* 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.



Contact Us

The hiring of a lawyer is an important decision that should not be based solely upon advertisements. Before you decide, ask us to send you free information about our

qualifications and experience. You should be aware that contacting us via e-mail, telephone or other means does not mean you have automatically become our client. Nor does contacting us mean you have automatically become a member of a class-action, whether the class has been certified or not. 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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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, Rothchilt, 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 Walchmann 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 Walchmann 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, Transeastern 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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Age	Male	Female
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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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- Advocate: Drywall woes may affect several hundred thousand homes
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- Immensity of drywall problem still unfolding
- Home builder says it's looking into drywall use
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- Study: Tainted drywall not a health risk (with video link)

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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 11:04 TIME DEPARTED 12:30

START TRAVEL TIME _____ TIME ARRIVED _____ TIME DEPARTED _____



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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, the 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

ACCESSORIES

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 _____

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

VOLTS _____ AMPS LEAK CHARGE OK FILTER SIZE _____ CONTACTORS

SP# _____ QUAN. _____ WH# _____ PARTS AND MATERIALS _____ TECHNICIAN _____ DATE _____

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 discolorated.

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	\$		

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Cash

Amount \$ _____

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EXP. DATE (Required) _____ V Code: _____ Authorization Number _____

Month _____ Year _____ Street # _____ Zip Code _____

Billed to: _____

I agree to order the work, which has been satisfactorily performed, as outlined above. I agree to pay all costs and reasonable attorney's fee if this account is placed for collection. See back of customer copy for warranty. FINANCE CHARGES: Balances due over 15 days will incur a .00 billing fee and (1 1/2% INTEREST) PER MONTH (18% ANNUAL RATE) (where applicable).

CUSTOMER'S SIGNATURE Kristina Culliton

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

Billed TM.

RETAIN THIS COPY FOR WARRANTY

*This is the system TM
wanted to put in home*

Kristin Culliton

From: Karen Weiss
Sent: Tuesday, March 25, 2008 11:28 AM
To: Kristin Culliton
Subject: Emailing: overview

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- Only single indoor air quality system to attack all three classes of indoor air contaminants:
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 - Airborne mold spores, bacteria and viruses
 - Odors and chemical vapors
- MERV 16* PrecisionPleat™ media filter
- Hospital inpatient care/general surgery level filtration
- Removes OVER 95% of particles ranging in size down to .3 micron**
- Removes OVER 90% of bioaerosols ranging in size down to .01 micron**
- Removes and destroys approximately 50% of household odors and chemical vapors in a 24-hour period***
- Reduces and destroys ozone - a product of pollution and a known lung irritant****
- 5-Year Limited Warranty on covered components



Look Inside

*MERV = Minimum Efficiency Reporting Value. Describes the filter's ability to capture particles and ranges from 1 to 16. Typical fiberglass filter = MERV 1. The higher the MERV rating, the better the filtration.

**One micron = 1/25,000 of an inch in diameter

***Based on laboratory and field studies

****U.S. Environmental Protection Agency, "Ozone Generators that are Sold as Air Cleaners: An Assessment of Effective and Health Consequences," August 2006.



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3/25/2008



SHERWIN-WILLIAMS.
Consumer

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 Sherwin-Williams 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.

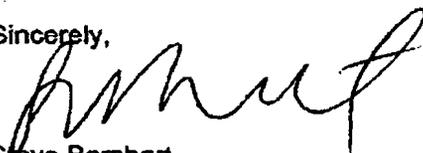
Sherwin-Williams strongly disagrees with the unsupported conclusions of Air Quality Environmental, Inc. that Sherwin-Williams' paints are "emitting VOC's that are collecting within the residence", based on the submitted air quality analysis. While Sherwin-Williams could conduct additional analysis of 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 Sherwin-Williams 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 bacteria test. We will require that a confidentiality agreement be signed and returned to Sherwin-Williams.

Please contact me after you have discussed this offer.

Sincerely,



Steve Barnhart
Claims Adjuster

[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 Soxhmer 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 ERI/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

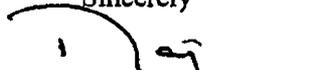
analysis are presented in Table 2. The tentatively identified compounds detected by the GC/MS library search for the SVOC analysis are presented in Table 3 for the gypsum and paper portions of the drywall samples.

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, OSRTI
Arnold Layne, OSRTI/TIFSD
Jeff Heimerman, OSRTI/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/33956-12077	PROROC/Certaunteadational Gypsum/Gold Bon	GP/Tough Rock	
	Method	US	China	China	US	US	US
%LOI at 760C		21	22	24	21	19	24
pH of 5% slurry		7.08	7.41	7.35	7.28	7.26	7.31
Analyte		mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
Aluminum	Modified REAC SOP 1811	306	1180	948	397	3970	1140
Barium	Modified REAC SOP 1811	5.14	33.3	42.8	14.2	12.8	15.0
Calcium	Modified REAC SOP 1811	278000	268000	254000	267000	245000	248000
Chromium	Modified REAC SOP 1811	1.92	5.28	3.06	2.81	4.34	1.86
Cobalt	Modified REAC SOP 1811	<0.87	<0.87	<0.83	<0.88	2.89	<0.80
Copper	Modified REAC SOP 1811	<1.62	1.79	2.80	<1.71	6.15	2.07
Iron	Modified REAC SOP 1811	841	1380	1830	1170	3210	1850
Lead	Modified REAC SOP 1811	<2.17	<2.18	<2.83	<2.44	3.46	2.81
Magnesium	Modified REAC SOP 1811	463	8020	10300	934	6260	4880
Manganese	Modified REAC SOP 1811	3.24	48.8	71.3	16.1	88.1	72.4
Mercury	Modified REAC SOP 1832	2.08	0.562	0.180	0.0688	<0.047	<0.045
Nickel	Modified REAC SOP 1811	<1.30	1.68	1.44	1.62	5.41	2.09
Potassium	Modified REAC SOP 1811	106	368	333	195	885	1480
Selenium	Modified REAC SOP 1811	8.94	2.81	<3.03	3.43	<2.67	<2.82
Sodium	Modified REAC SOP 1811	<217	428	496	<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
Strontium (Drywall/Paper)	Modified REAC SOP 1811	244/48	2670/670	2478/838	488/110	638/118	1138/185
Strontium (Paint)	Modified REAC SOP 1811	NA	280	122	NA	NA	NA
Alkalinity (CaCO3)	SM2320B	<99	<99	870	<99	840	230
Alkalinity - Bicarbonate	SM2320B	<99	<99	870	<99	840	230
Sulfide (Lab 1)	8030B	<4	<4	<4	<4	<4	12
Sulfide (Lab 2)	8030B	<10	<10	<10	<10	<10	<10
Sulfate	Region II SOP PC-19	666000	535000	507000	652000	668000	567000
Chloride (water soluble)	Modified SM 4500-Cl- E	74	280	190	38	88	143
Sulfur*	Modified REAC SOP 1805	<8.23	119	83	<8.13	<7.94	<7.94
Formaldehyde (Drywall/Paper)	Modified NIOSH 2108	ND/0.68	ND/0.44	ND/ND	ND/0.63	0.54/ND	0.24/0.67
Total Organic Carbon	Region II SOP PC-88	4300	2900	4300	2200	5500	16000
TOTAL ORGANIC COMPOUND* (Drywall/Paper)	REAC SOP 1805	7.7/75	145/125	243/248	18.3/289	31.8/70	2350/2400

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

Raj April, 28, 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/Certaineed	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/Hampton US		Knauf 23326-20056 China		MIC/23366-12677 China		PROROC/Certainmed US		National Gypsum/Gold Bond US		GP/Tough Rock US		
		Gypsum	Paper	Gypsum	Paper	Gypsum	Paper	Gypsum	Paper	Gypsum	Paper	Gypsum	Paper	
	Propylene Glycol	3.74												
	Ethanol, 2-butyl-	6.40								1.67				
	Hexylene Glycol	6.60								0.99				
	2-Propanol, 1-butyl-	6.94								1.88				
	Ethanol, 2,2'-oxybis-	7.24						3.62		0.70				
	Hexanoic acid	7.38									1.48			
	Ethanol, 2,2'-oxybis-	7.43												
	2-Propanol, 1-(2-methoxy-1-methylthio)-	7.83		1.17										
	Ethane, 1,1'-oxybis[2-ethoxy-]	7.86		3.29	3.15									
	2-Propanol, 1-(2-methoxypropoxy)-	8.03		2.06										
	dipropylene glycol	8.63				2.96								
	Hexanoic acid, 2-ethyl-	9.40								0.66				
	1,3-Pentandiol, 2,2,4-trimethyl-	10.04				1.45								
	Ethanol, 1-(2-butoxyethoxy)-	10.48		6.94	4.28	23.92	1.07							
	Unknown	11.11				2.39								
	Quinoline	11.27								0.66				
	Unknown	11.45				1.82								
	Unknown	11.49				1.77								
	2-Propanol, 1-(2-(2-methoxy-1-methylthio)-1-methylthio)-	11.89		0.60										
	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										
	Hexasthylene glycol dimethyl ether (7)	11.82		1.57										
	2-Propanol, 1-(2-methoxy-1-methylthio)- isomer	11.86		1.48	1.69									
	Cyclohexanone, dodecanal	11.99								0.66				
	2,2,4-Trimethyl-1,3-pentanediol dibutylate	12.67			18.35					1.00				
	Propanoic Acid, 2-methyl-, 2,2-dimethyl-, 1-(2-hydroxy-1-methylthio)propyl ester	12.57					2.79							
	Propanoic Acid, 2-methyl-, 2,2-dimethyl-, 1-(2-hydroxy-1-methylthio)propyl ester+unknown	12.63		57.84		92.38								
	Propanoic Acid, 2-methyl-, 2,2-dimethyl-, 1-(2-hydroxy-1-methylthio)propyl ester+unknown	12.83		69.45		83.87								
	Vanillin	13.06			1.98				0.88	0.53	1.56			
	Cyclododecane	19.75				6.24								
	Phenol, 2,6-bis[1-(1-dimethylthio)-4-ethyl-	14.81			1.78									
	Unknown	16.11												
	Cedrol	16.47								1.28	1.21			
	Benzyl Benzoate	16.84			4.24									
	Homomenthyl succinate	17.94		0.58										
	n-Hexadecanoic acid	18.27		1.28	1.88	1.19			1.12	0.79	2.44			
	9-Octadecanoic acid, (E)- or oleic acid	16.72		2.76				0.19			1.28			
	Bis(2-ethylhexyl) maleate	18.86			7.00		1.01							
	Octadecanoic acid	19.87									1.91			
	C21 alkane	20.16					8.16	0.20				24.61	1.14	
	n-alkane	20.89	0.27	1.62	0.75	1.94		0.66		0.83		79.78	3.36	
	Tetracosane	21.80	0.45	3.68	1.71	3.96	2.13	1.66	1.32	1.89	1.83	188.23	7.97	
	monochlorine, 4-phenyl-	22.26					2.13							
	C26 alkane	22.27	0.82	6.61	2.16	6.67	2.67	2.76	3.29	3.03	4.96	368.70	14.26	
	dibutylterephthalate isomer	22.34	0.39	5.28		18.13		7.99	0.18	2.93	0.61	8.66		
	Unknown	22.88						1.82	0.19					
	C28 alkane	22.91	0.52	7.02	1.87	3.88	2.21		2.89	3.89	3.48	3.66	455.65	18.01
	C28 alkane	23.31										18.94	0.86	
	C26 alkane	23.54	0.42	7.36	2.04	5.55	2.95		3.07	4.04	3.47	4.86	630.11	20.68
	Alkane	23.82							0.17				32.47	1.32
	Octacosane	24.15					1.12		1.37	1.06	1.64	3.58		
	Alkane	23.99											20.41	
	Unknown	24.44						0.91						
	C28 alkane	24.14	0.20	4.47	0.92	3.07							113.96	5.60
	C28 alkane	24.77	0.26	4.09	0.83	8.83	1.08	1.20	1.20	2.88	1.16	3.88	128.95	6.18
	alkane	26.28		2.48		3.13	0.72	3.13	0.60	1.46		3.94	125.69	5.77
	alkane	27.21		1.99		3.11		3.11	0.30	0.94		2.78	108.49	4.35
	Bisphenyl sulfone isomer	27.30	0.27						0.25					
	Bisphenyl sulfone isomer	26.19					0.69							
	Heptacosane	28.30		1.33										
	C33 n-alkane	28.30									2.02		74.26	2.68
	beta-Glucosyl	29.61	0.17											
	Tetracosane	29.80		0.86							1.68		80.23	1.62
	Octadecanoic acid, ethanyl ester	30.82		2.07					1.43		1.13			
	Alkane	30.88												0.64
	C35 Alkane	31.13												28.45
	18-Pentatriacontane	32.79		0.87										
	Unknown	32.79								0.94		0.89		
	Total organic	7.66	73.72	142.11	118.61	233.80	49.84	18.31	28.91	39.46	68.11	2344.74	95.68	

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, Rothchild, 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

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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, 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 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

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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

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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 Tainjin, Gerb. Knauf and/or Knauf Gips and distributed by USG, Rothchilt. 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, Rothchilt, 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.

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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.

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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

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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

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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 contract 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.

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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

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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

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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 call 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.

NORTON, HAMMERSLEY, LOPEZ
& SKOKOS, P.A.
1819 Main Street, Suite 610
Sarasota, Florida 34236
Telephone: (941)954-4691
Facsimile: (941) 954-2128
Attorneys for Plaintiff

By: 

Darren R. Inverso
FBN: 0462470



Sarasota
Date: 11/02/08
Time: 12:05:21
Site: 30011583
CR: 1122884

TAMPA DIVISION

PURCHASER: Kristin Nancy Collins Home Phone 813-360-1747 Work Phone

PURCHASER: Name Phone Work Phone

MAILING ADDRESS: 5284 CRANFISH TRL, Sarasota, FL 34231 US

SELLER: MORRISON HOMES, INC., 6784 MORRISON HOMES
12802 Tampa Oaks Boulevard, Suite 100, Temple Terrace, Florida 33637
Sales Office Phone # Salem Associates Callina Tring

PROPERTY: Lot 134 Block 29 in section Tampa phase
of (Platted subdivision name) which subdivision is also known as Greenbrook
according to subdivision plat recorded in Plat Book 68
Page 31 of the public records of MANATEE COUNTY
County, Florida, commonly known as 15324 Side Jett Lane, Bradenton, FL 34202

MODEL NAME: Rambler @ Greenbrook Bend BASE PRICE: \$ 224,880.00
MODEL NUMBER: 12-1-PROTRAIL SITE PREMIUM: \$ 15,000.00
GARAGE SWING: Right Lot LxR TOTAL BASE PRICE: \$ 239,880.00
(including site premium)
EARNEST MONEY \$ 3,463.00 LENDER:
RECEIVED WITH CONTRACT \$ 3,463.00 LOAN APPROVAL: YES: NO
REMAINING BALANCE \$ 0.00
DUE 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 changes 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. EARNEST MONEY

At the time of signing this Agreement, Purchaser is placing on deposit Earnest 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 not later than the date indicated above. The Earnest Money deposit will be applied against the Purchase Price or Closing Costs at the time of closing. If this transaction does not close, the Earnest Money deposit will be retained by the Seller or delivered to the Purchaser as provided in paragraph 18. 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 Earnest 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 unwilling or unable to obtain a mortgage loan commitment from Morrison Financial Services of Florida, LLC or is paying cash, an additional five percent (5%) Earnest 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 Earnest 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, on the date that the finance is substantially complete at the time of this Agreement, any additional required Earnest 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 Earnest 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 not come paid by the Purchaser as liquidated damages and both parties shall be relieved of any further obligation and liability.

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

3. COMPLETION

The home is estimated to be substantially completed within 180 days of the issuance of all permits required to construct the home and receipt of all appropriate building phase required by the community Homeowners Association and servicers, except as otherwise stated in separate Addenda. Any projected completion dates estimated by the Seller are based upon local conditions and capabilities of the Seller and the state of any estimates 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 ninetieth (90) day to rescind this Agreement in writing and receive back the Earnest Money. If Purchaser does not rescind the Agreement within such 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 house or change in the closing date. In any event, and in accordance with the

Kalle initials



Sarasota
Date: 11/02/05
Time: 3:06:51
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CR: 1122684

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 adhered to in the locality for similar property, Seller will correct those items. Seller shall use the same discretion in the determination of an item as defective and the appearance 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 imposing any conditions, including the escrow 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 personal living accommodations including moving and storage costs.

4. FINANCING

This Agreement is contingent upon Purchaser obtaining a mortgage loan commitment ("Loan") from Meridian 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 separate 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 five (5) 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 satisfies 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, professional services, real estate commissions or consulting fees, 2) governmental agency or protection fees for the request, submitted 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 sole 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 exceptions as to 1) state taxes, 2) municipal services unit assessments, 3) covenants, restrictions, easements and utility agreements, of record or shown on the plat, 4) zoning and development order conditions, and 5) impact fee, water and wastewater assessments. The lot will be assessed by the appropriate municipality for non-adjacent 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 Little Florida 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 MAGNUSON-MOSS 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's sole responsibility after closing is to cover items under warranty as represented. Purchaser agrees that Seller shall not be responsible to compensate Purchaser in any manner unless otherwise contained 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 fit and finish 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 sod, landscaping, bushes, shrubbery and trees are warranted for 45 days from the date of closing and replacement thereafter is the Purchaser's sole responsibility. Purchaser agrees that Seller warrants or sets the condition at installation for sod, landscaping, bushes, shrubbery and trees is predicated upon environmental conditions and restrictions imposed by controlling agencies, which often change from time to time, and that 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 foliage 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's ownership by governing law, code, ordinance or covenant. Purchaser and Seller mutually agree these conditions to the warranty survive 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 in 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 while the test is being conducted and the results are being compiled. Seller agrees to make the residence available for such test, and will communicate 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 measuring 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 test, at a total cost to Seller not to exceed \$2,000.00.

8. INSULATION NOTICE

In order to comply with the Federal Trade Commission's 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 area are insulated with A-Foil 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 blown insulation with a thickness of 10 inches. The thickness according to the manufacturer, will yield an R-Value of 32.

d. Sloped 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 32.

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 damages 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 SPECIFIED 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: 7980 Arlington Expressway, Suite 300, Jacksonville, FL 32211-7487, Phone# (904) 359-4318.

10. SIGNATURE SELECTION

Purchaser shall select interior decorating 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 latest date thereafter made available for an appointment by the Seller's Signature Selection Center. If Purchaser fails to comply with this condition that 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 reserves the right, at its sole discretion, to reject any request for changes (Change Order) such as selections, 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 minimum Earnest Money Deposit set forth by the Seller or at least five (5%) percent of the contract price or one-third (33%) of the collective 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 the Purchase and Sale Agreement, Purchaser may not make major structural changes, which include but are not limited to: a) changes affecting the foundation, roof trusses or load bearing walls, b) moving, changing, adding/deleting windows or exterior doors, c) plumbing (i.e. hose bibs, bidets, laundry tubs, etc.), d) changes to lot layout, location of the home on the lot or reverse power location, e) architectural changes (relocating interior walls, adding fireplaces, etc.), f) electrical changes that must be shown on the plans, g) HVAC changes that affect energy calculations (i.e. zoning, upgraded door ratings). Major structural changes should be considered before signing this Agreement. After the Owner Orientation Meeting, or issuance 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 could delay the completion date and additional fees in accordance with Paragraph 16. CLOSING.

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 direct 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 as examples 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 of

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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 binding 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 nearest equivalent option cannot be constructed without an increase of five percent or more of the purchase price, substitution of an inferior model, or a decrease of five percent or more 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 streets and driveways (if any), and the drainage patterns of their lot will differ from the model home plans, drawings or renderings they have examined. Seller, at its sole discretion will determine placement of the home 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 home and/or options selected may not exactly fit on the lot. In that event, Purchaser may select another site, lot, or details options by Change Order and the contract amount will be adjusted according to the Seller's then current price. 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 similar 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 TRIGGERS 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 so determined by the Seller. At closing, Purchaser shall (a) pay any funds due Seller at closing by cashless 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 Mountain Homes Finance Addendum and, or Cash Addendum. If Purchaser is 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 contained 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 modification or abatement, 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, on 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 due pursuant to 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 fee-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 owners policy of title insurance in the amount of the purchase price, insuring Purchaser's title to the real property, subject only to the liens listed in paragraph 5 and those which shall be discharged by Mortgage at or before closing.

18. MERGERS

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 contains the entire and only agreement between Seller and Purchaser with respect to the purchase of the property. There are no collateral or oral agreements 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 salesperson has any authority to make, and Purchaser has not relied on, any statement, agreements 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 impractical 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 collect damages, whether direct, actual, special or consequential or otherwise. In the event that Seller shall fail to fully and timely perform any of its obligations hereunder, and such failure shall continue for ten (10) days following notice thereof 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 options, non standard changes and upgrades, the price to Purchaser of the item. If Seller fails to deliver the house within two 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 Morrison 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, Articles of Incorporation of the Homeowners Association and By-Laws of the Homeowners Association for Greenbrook (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 728.001, Florida Statute, the following disclosure summary is made:

DISCLOSURE SUMMARY FOR Greenbrook

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 \$ 115 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 \$ N/A PER _____.
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 728.001, 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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Water/Wastewater Capacity Assessment: The property HAS HAS NOT been placed in a Water and/or Wastewater Capacity Assessment Unit by Manatee County. This is a municipal services benefit unit assessment, which will appear on the homeowners yearly property tax bill from the Manatee County Tax Collector.

Purchaser should microwave the contract or agreement and 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 cause 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 broker 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 broker 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 broker 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 and/or liquidated damages, and both parties shall be released of any further obligation and liability. This clause shall not be deemed mutual 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 ascertainment of any actual damage would be, difficult or impossible.

24. MISCELLANEOUS

- a. This Agreement may not be assigned.
- b. Whenever the context 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 memorandum thereof 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 memorandum thereof 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 rewrite, as noted on page 1, this Agreement supersedes all previous Agreements written between the parties.
- i. If Merriam 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 Merriam as agreed. If completion and conveyance to Merriam does not occur, Merriam shall notify Purchaser who shall have the option of canceling this agreement or entering into a new agreement for a different available lot.
- j. Without limiting the nature of any provision of the Agreement, the Purchaser specifically notes they have reviewed Paragraph (3) Completion, Paragraph (4) Financing, Paragraph (10) Signature Selections, Paragraph (11) Check Orders, Paragraph (12) Module and Plans, Paragraph (16) Closing and Paragraph (18) Merger, (22) Representations of Purchasers, and (23) Miscellaneous.

Purchaser acknowledges and represents that Purchaser has read the 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>Carmen Triona</u> Carmen Triona	<u>11/2/05</u> Date	<u>Kristin Morgan Colton</u> Kristin Morgan Colton	<u>11/2/05</u> Date
<u>A. S. [Signature]</u> Authorized Agent	<u>11/2/05</u> Date	_____ Date	_____ Date

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**AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE STATEMENT
NOTICE**

To: Purchaser
Karin Moore O'Brien
Property Address:
13714 State Jack Loop, 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 financial 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 condition 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	FHA/VA LOANS
Application Fee	\$370.00	\$0
Appraisal Fee	\$0	\$300 - \$325
Credit Report(s)each	\$0	\$50.00
Tax Service Fee	\$72.00	\$72.00
Processing Fee	\$275.00	\$275.00
Administration Fee	\$250.00	\$250.00
Recid 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 an attorney, credit reporting agency or real estate appraiser chosen to represent its interest.

ACKNOWLEDGEMENT:
We have read this disclosure form, 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 financial or other benefit as the result of this referral.

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

Karin Moore O'Brien
Purchaser

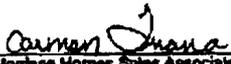
Purchaser

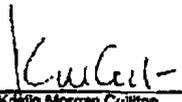
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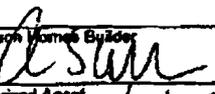
JOB INITIATION ORDER

Remarks
 Date: 11/02/05
 Time: 13:08:51
 Page: 2 / 2
 SR: 20010583
 CR: 1122864

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	Television 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			8,355.00 ✓
		CREDIT			0.00
		JOB INITIATION TOTAL			348,345.00 ✓


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

 11/2/05
 Kristin Morgan Culliton Date

Morrison Homes Builder

 Authorized Agent
 Date: 11/2/05

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

Morrison Homes

JOB INITIATION ORDER

Series:
Date: 11/02/05
Time: 13:08:51
Page: 1 / 2
SR: 20010583
CR: 112284

BUYER: Kristin Morgan Culliton

BUYER:

COMMUNITY: Greenbrook

LOT: 154 BLOCK: GG

HOUSE PLAN: Rothbury @ GreenBrook

ELEVATION: ELEV-F

ADDRESS: 18314 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	Stemmed		
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	1,960.00 1	1,960.00
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 Front Dr Color	Ranwick Rose Beige SW2804		
11/02/05	Greenbrook Bend Trim Color	Coconut Grove SW2426		
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	Kilm Beige SW6106		
		INTERIORS		
11/02/05	Int Door Select @ Den	2-2x6 8" Single Lite Doors	690.00 1	690.00
		KITCHEN		
11/02/05	Kitchen Cabinet Size/Mtr	30" Timberlake		
11/02/05	Kitchen Cabinet Price	30" Timberik Level I		
		BATHROOMS		
11/02/05	Zone 2 Cabinet Size/Mtr	ST Timberlake		
11/02/05	Zone 2 Cabinet Price	Stnd Timberik Level I		
11/02/05	Add Zone 2 Sink Price	Add Am Bld 18"/3003.605	330.00 1	330.00
11/02/05	Add Bth Plum Fixture Zn 2 Prc	Add Chelsea P.Chrome		
11/02/05	Bath Tub/Commode Color Zone 2	White		
11/02/05	Bth Window Glass Style Zone 2	Clear		
11/02/05	Zone 3 Cabinet Size/Mtr	ST Timberlake		
11/02/05	Zone 3 Cabinet Price	Stnd Timberik 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/Mtr	ST Timberlake		
11/02/05	Zone 6 Cabinet Price	Stnd Timberik Level I		
11/02/05	Bath Tub/Commode Color Zone 6	White		

Carmen Quiza
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 Culliton 11/2/05
Kristin Morgan Culliton Date

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

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

Morrison Homes Cullitor, #1023100
THE ROTHBURY

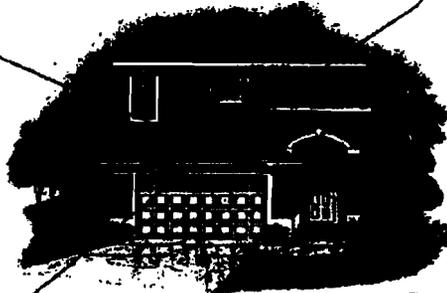
www.morrisonhomes.com

4 BEDROOMS, 2 1/2 BATHS
1941 SQUARE FEET

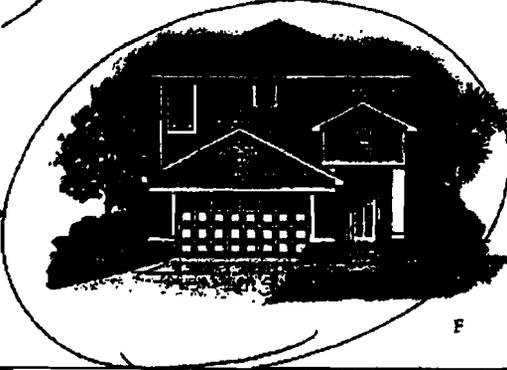
No



No



YES



ARTIST CONCEPTS

RH GAR (opp of pic)

1371-66154
x CMC

11-2-05

Culliton #1023100

1371-66154

x CMC

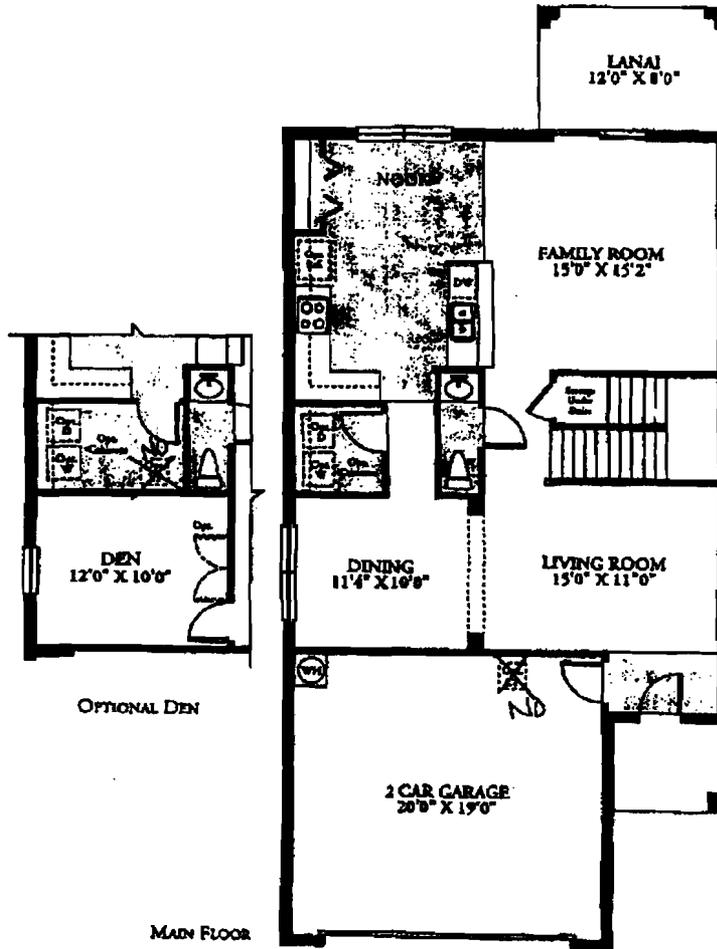
11-2-05

RH GAR
(Opp of pic)

Structural

Morrison Homes

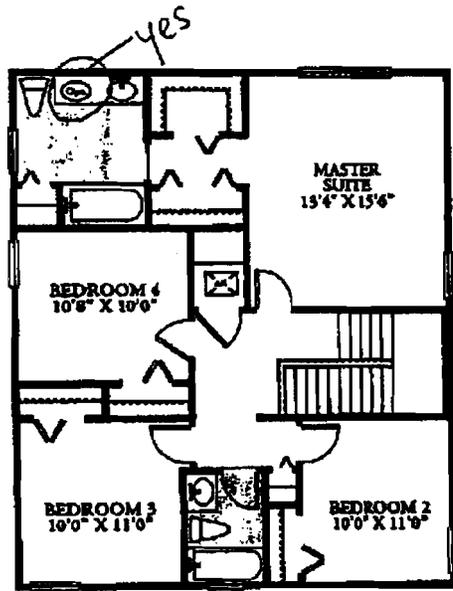
www.morrisonhomes.com



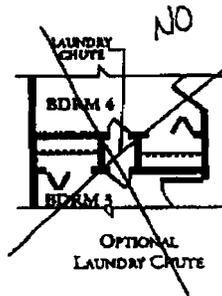
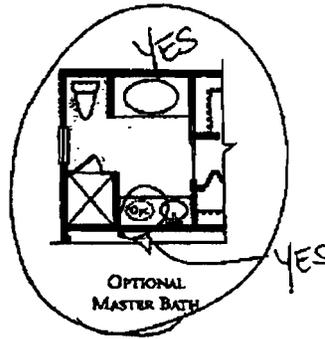
Structural

THE ROTHBURY

4 BEDROOMS, 2 1/2 BATHS
1941 SQUARE FEET



SECOND FLOOR



Culliton #1023100

RH GAR - opp of pic

1371-66154

x KMC

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: Morrison Homes
Address: 339 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. Surety: Seaboard Surety Company
Address: 1990 Lakeside Parkway, Suite 200, Tucker, GA Amount of Bond: \$ 3,000.00
- 7. Lender: N/A
- 8. Person within the State of Florida designated by owner upon whom notices 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 Lienor'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.

Michael Storry
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.

Kristie Huddleston
Kristie Huddleston - Notary
Seal
Kristie Huddleston
Commission # DC054028
Expires April 28, 2009

OR BOOK 02035 PAGES 2086 - 2086
MANATEE COUNTY CLERK COURT
1 PAGE(S)
RECORDED: 7/5/2005 1:53:10 PM

KRISTIN M. CULLITON
5241 Chesapeake Trail
Bartonsville, FL 32835

1205

11/2/05

65-751-0001
0000001 0002

Pay to the Morrison Homes \$ 3483.00

Three thousand four hundred eighty three + 00/100

 **WACHOVIA**
Wachovia Bank, N.A.



Kull

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 Materials and Workmanship Standards found in the fifth page of this book.

The Morrison Homes Two Year Blanket Warranty is in addition to any warranty provided to you as a contractor for a product installed in your home. Morrison Homes will provide you with copies of all other 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 honor its 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 book.
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, 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 Blanket Warranty applies only to your 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 Gulliton
16314 Skip Jack Loop
Bradenton, FL 34202
Closing: September 21, 2006



Sally M. Cox, President

ALL-STATE LEGAL

EXHIBIT

B

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.

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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
Condensor 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 head 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/HP 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 Homsany 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.

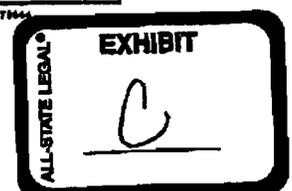
Based on my observations of the Knauf Tianjin plasterboard, comparisons to other plasterboard used in the area and discussions with our plant in Tianjin, I am confident that the difference in smell is no more than the difference between Chinese natural gypsum plasterboard and synthetic plasterboard. 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.
中国 天津市北辰区京津公路东侧引河桥北 邮编: 300400
North Yinhe Bridge, East Jingjin Road, Beichen District, Tianjin 300400, P.R.C.
电话: +86 22 28972777 传真: +86 22 28973348
Tel.: +86 22 28972777 Fax: +86 22 28973348
www.knauf.com.cn



PH 75844



KNAUF 可耐福

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 Coblenz

可耐福石膏板(天津)有限公司
Knauf Plasterboard (Tianjin) Co., Ltd.
中国 天津市北辰区京津公路东段新河街北 邮编: 300400
North Yithe Bridge, East Jingjin Road, Beichen District, Tianjin 300400, P.R.C.
电话: +86 22 26072777 传真: +86 22 26073349
Tel: +86 22 26072777 Fax: +86 22 26073349
www.knauf.com.cn



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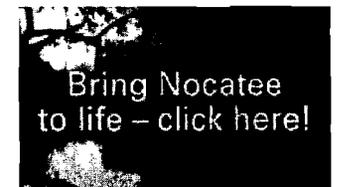
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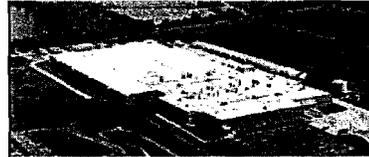
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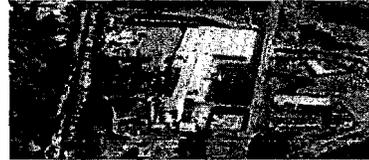
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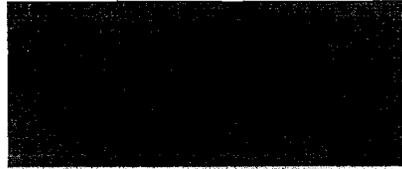
Knauf Insulation
100 Knauf Drive
Shelbyville, IN 46176
TEL: 317-421-3343
FAX: 317-398-5502
Map



Plant 4

Knauf Insulation
3100 Ashby Road
Shasta Lake, CA 96019-0819
TEL: 530-275-9665
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One Knauf Drive
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TEL: 317-398-4434
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Questions or Information Requests

E-mail: info.us@KnaufInsulation.com

Media Contact

Stacey Lee
MARC USA/Indianapolis Public Relations
E-mail: slee@marcindy.com

Sales Offices

Residential/Light Commercial (Building) Insulation

Knauf Insulation
One Knauf Drive
Shelbyville, Indiana 46176
TEL: 800-825-4434 ext. 8300
FAX: 317-398-3675

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One Knauf Drive
Shelbyville, Indiana 46176
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Dallas, Texas 75229
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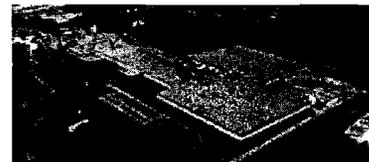
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TEL: 317-421-3341
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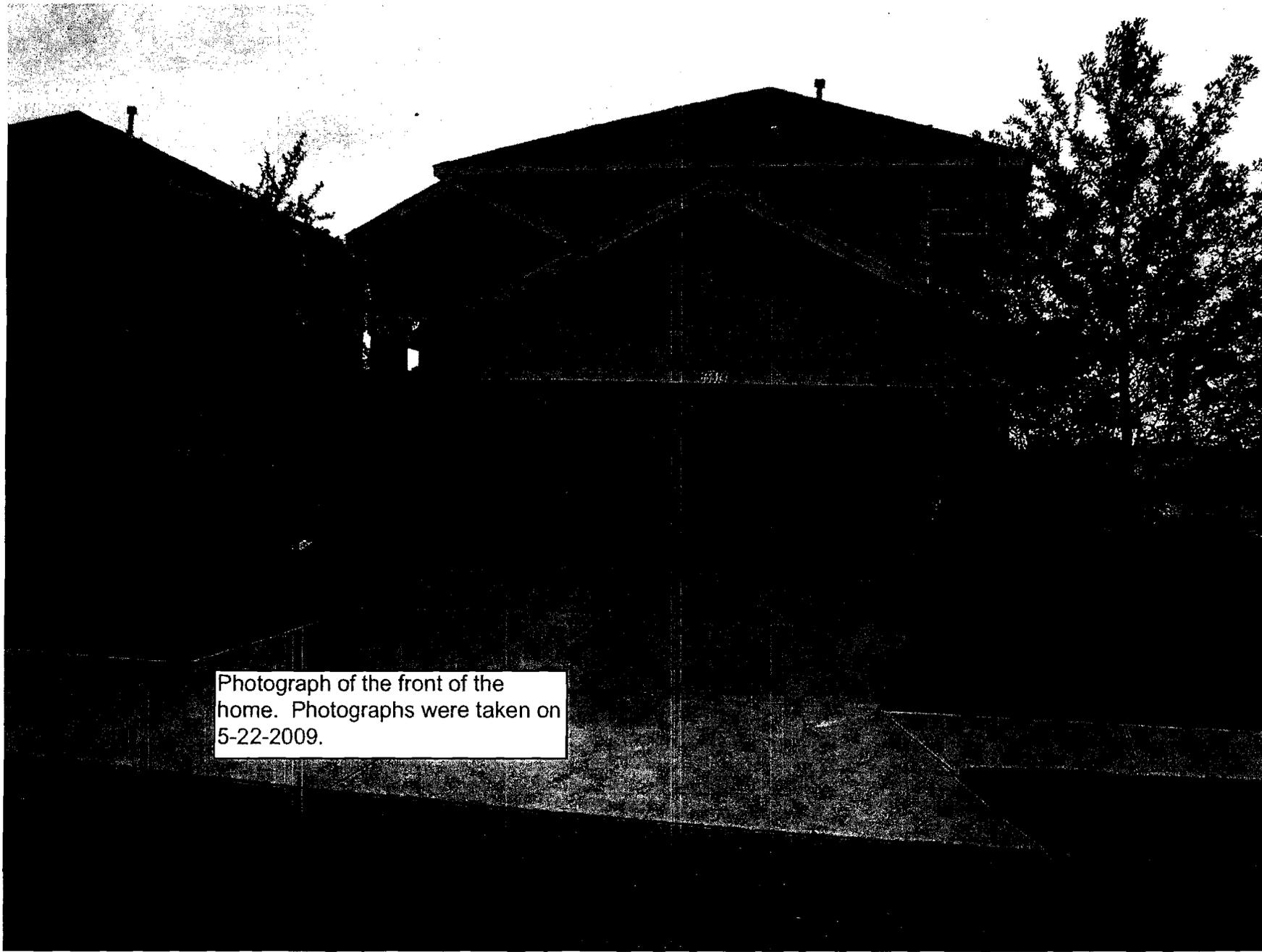


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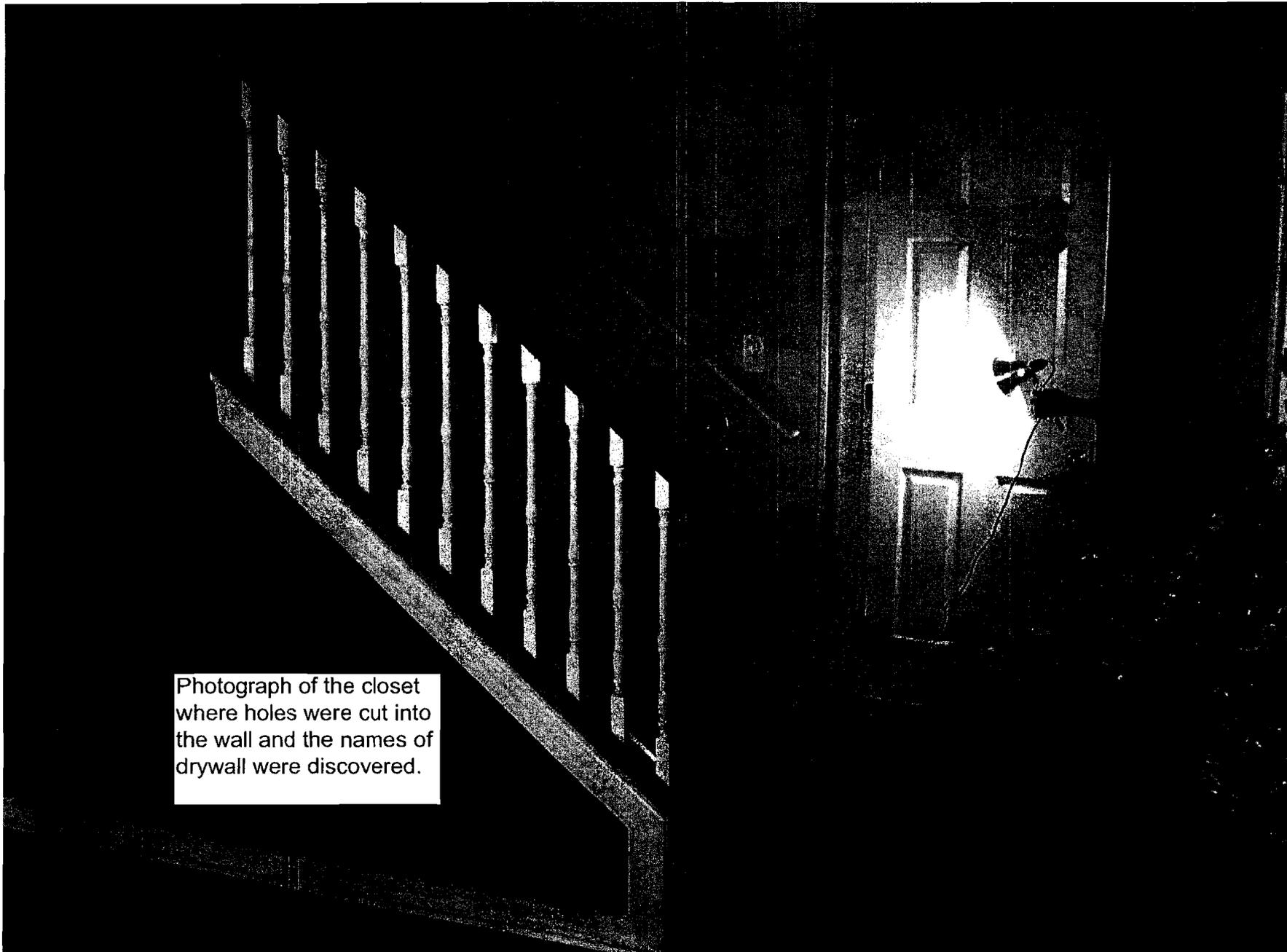
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3502 43rd Street SW
Lanett, AL 36863
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FAX: 334-576-2494
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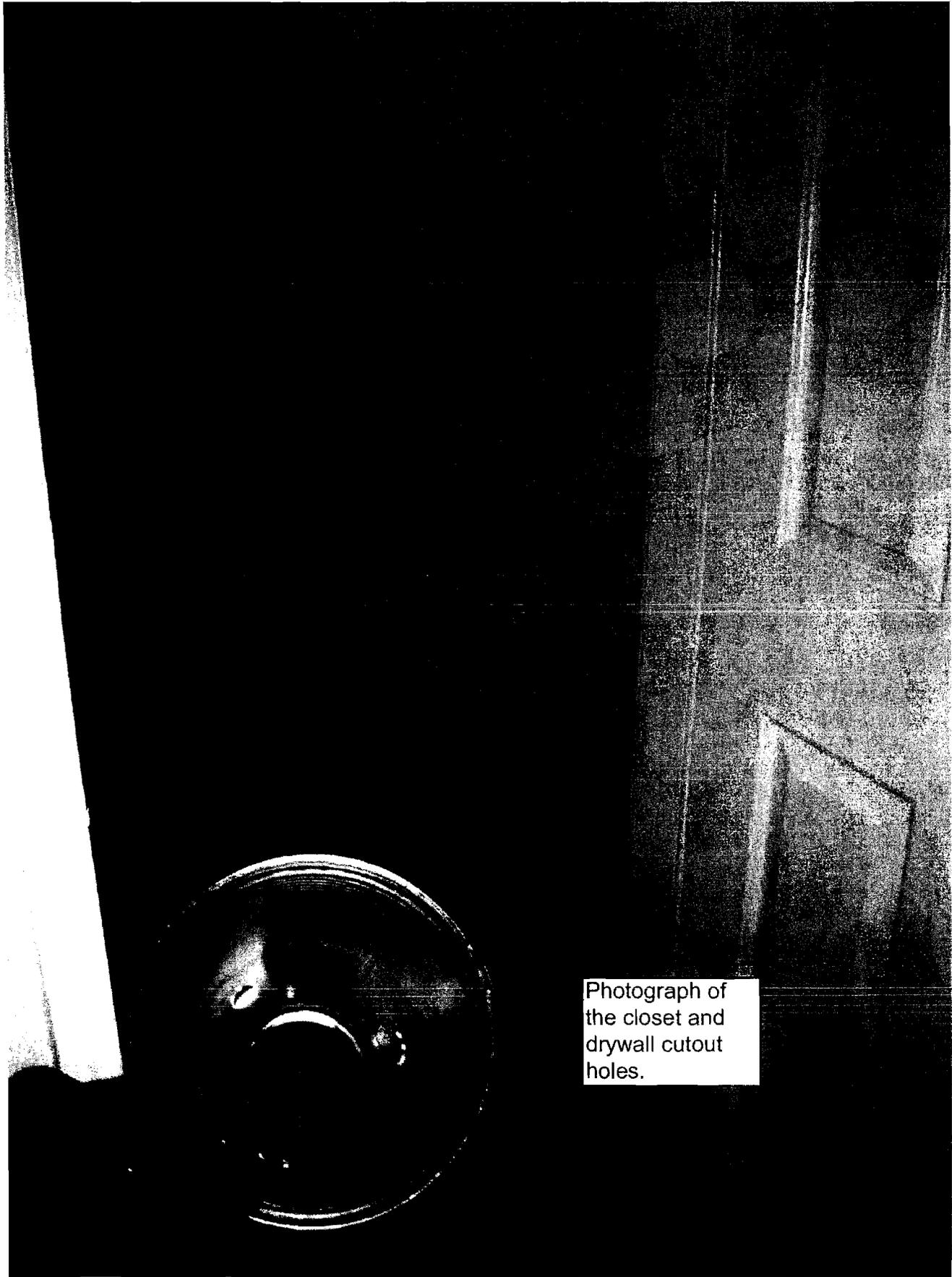
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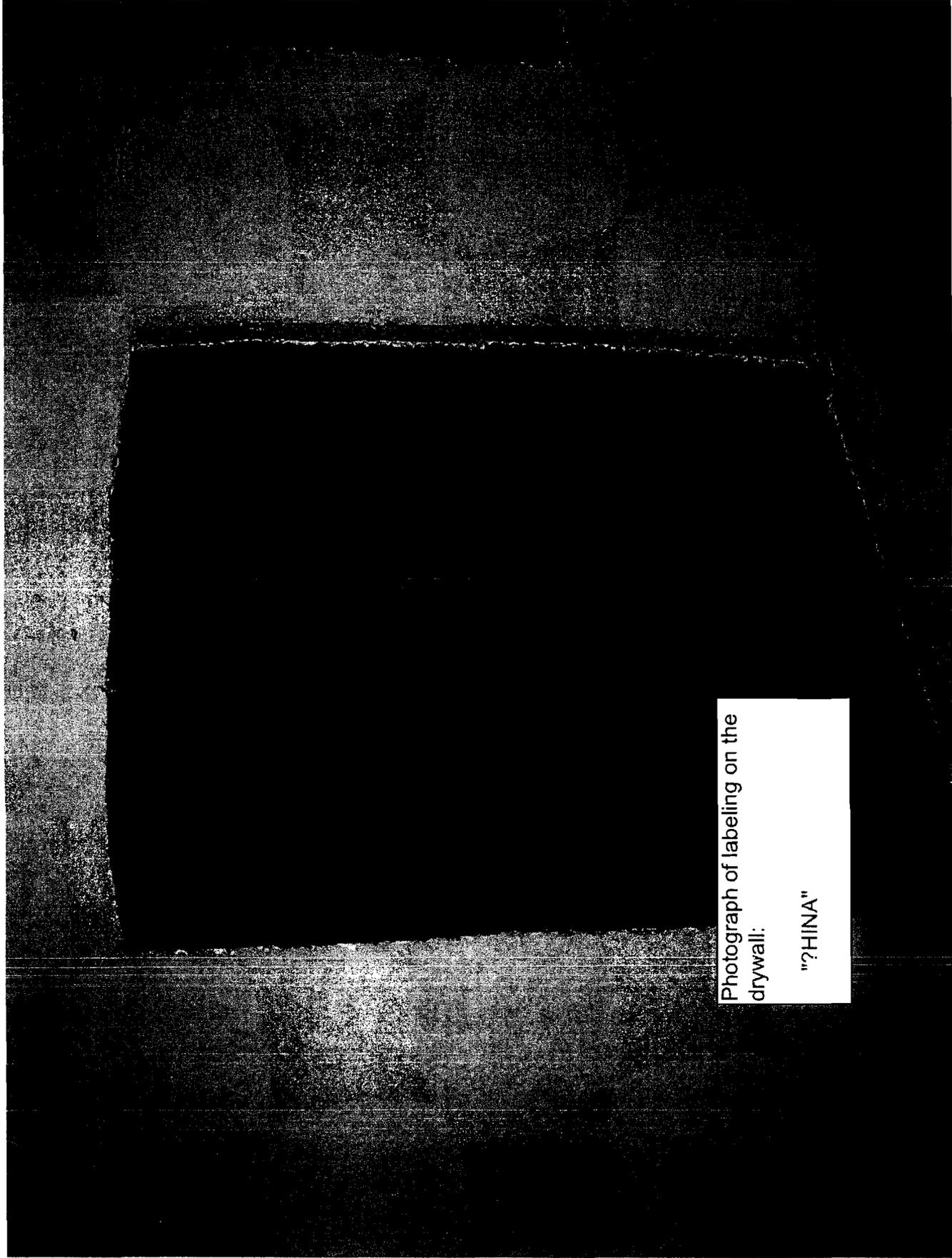
Photograph of the front of the home. Photographs were taken on 5-22-2009.



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.

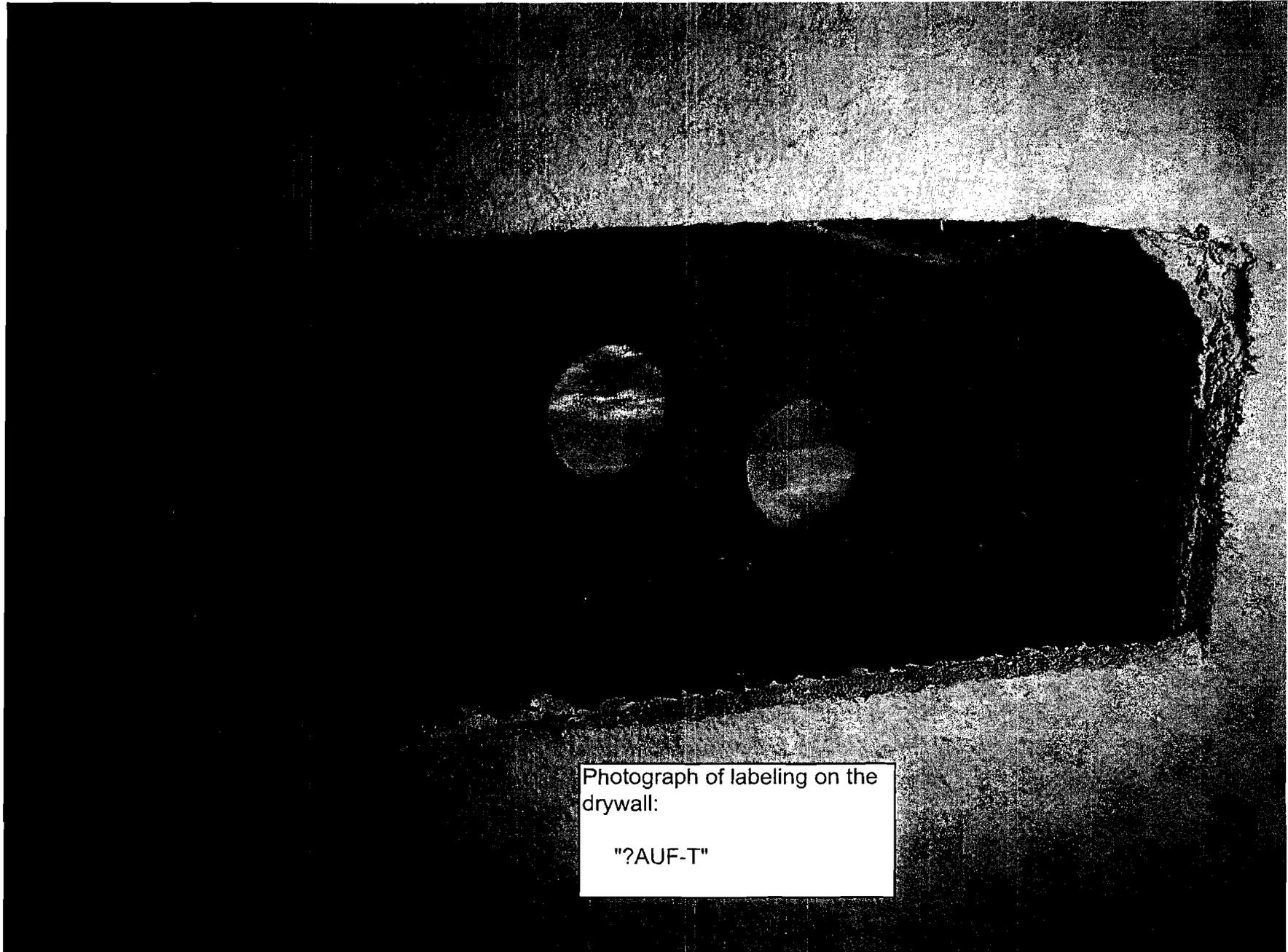


Photograph of labeling on the
drywall:
"?HINA"

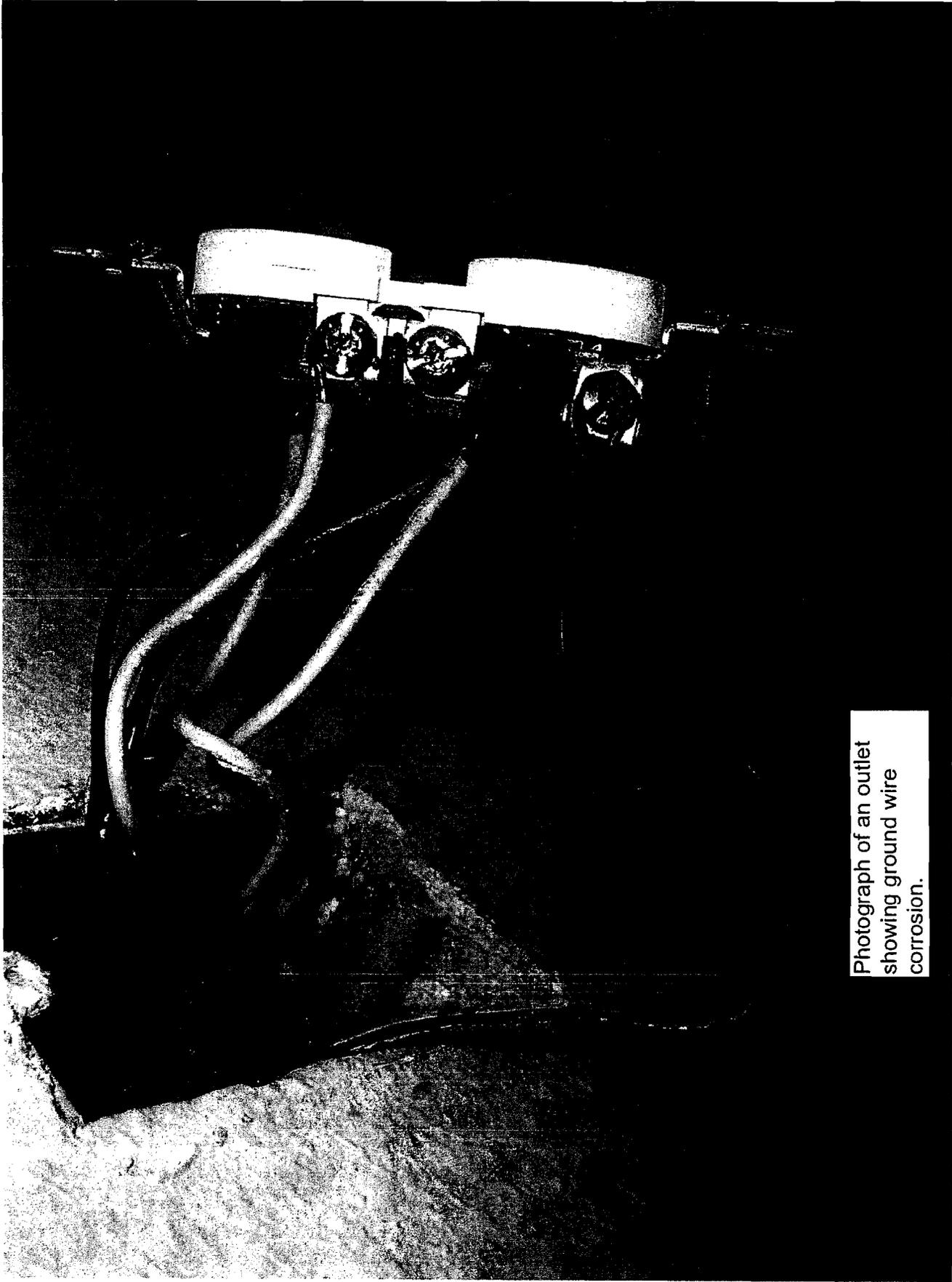


Photograph of labeling on
the drywall:

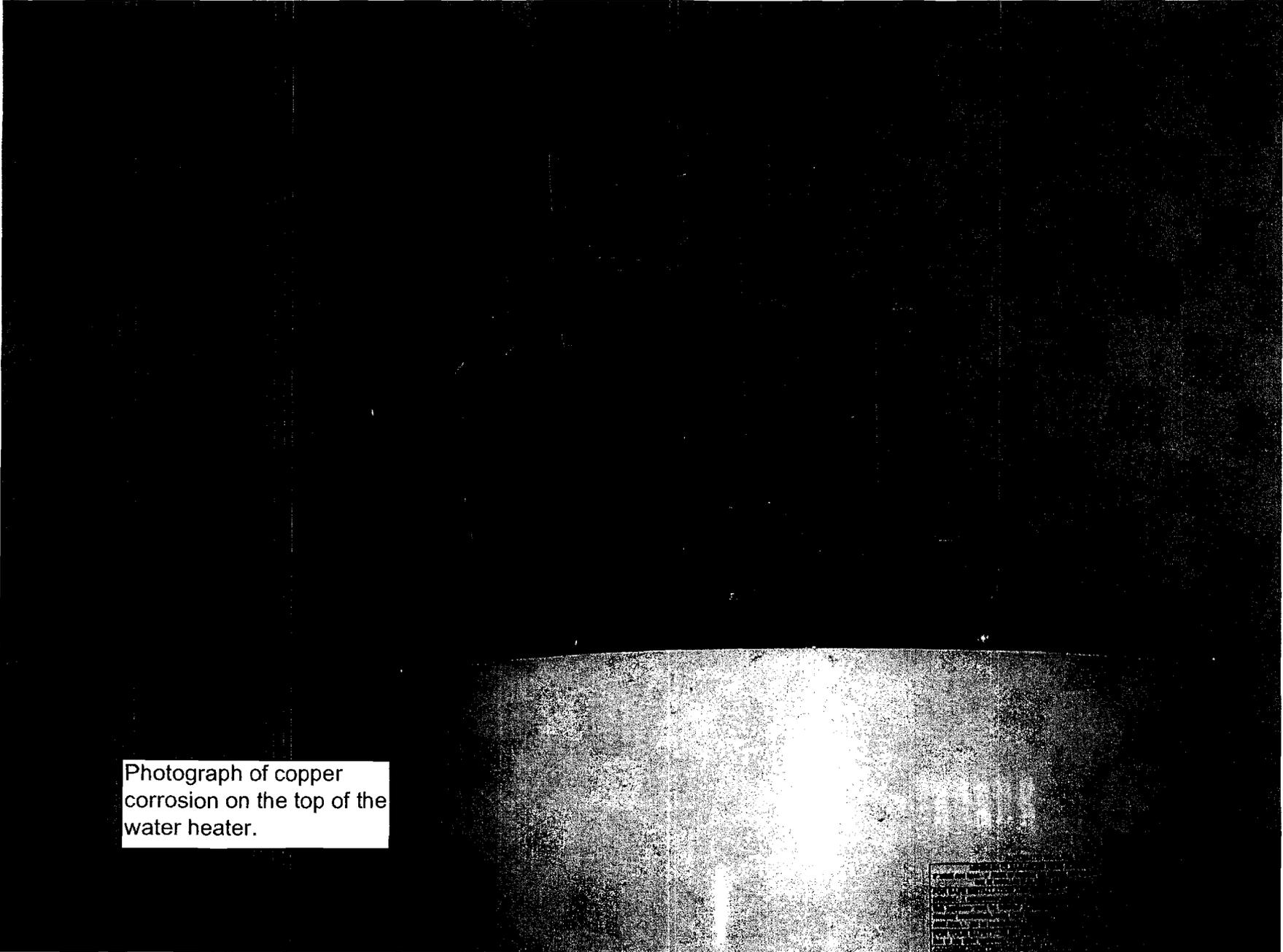
"?ANJIN"



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



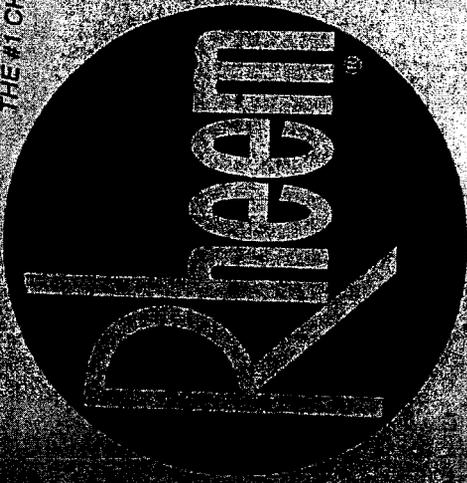
Photograph of an outlet showing ground wire corrosion.



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

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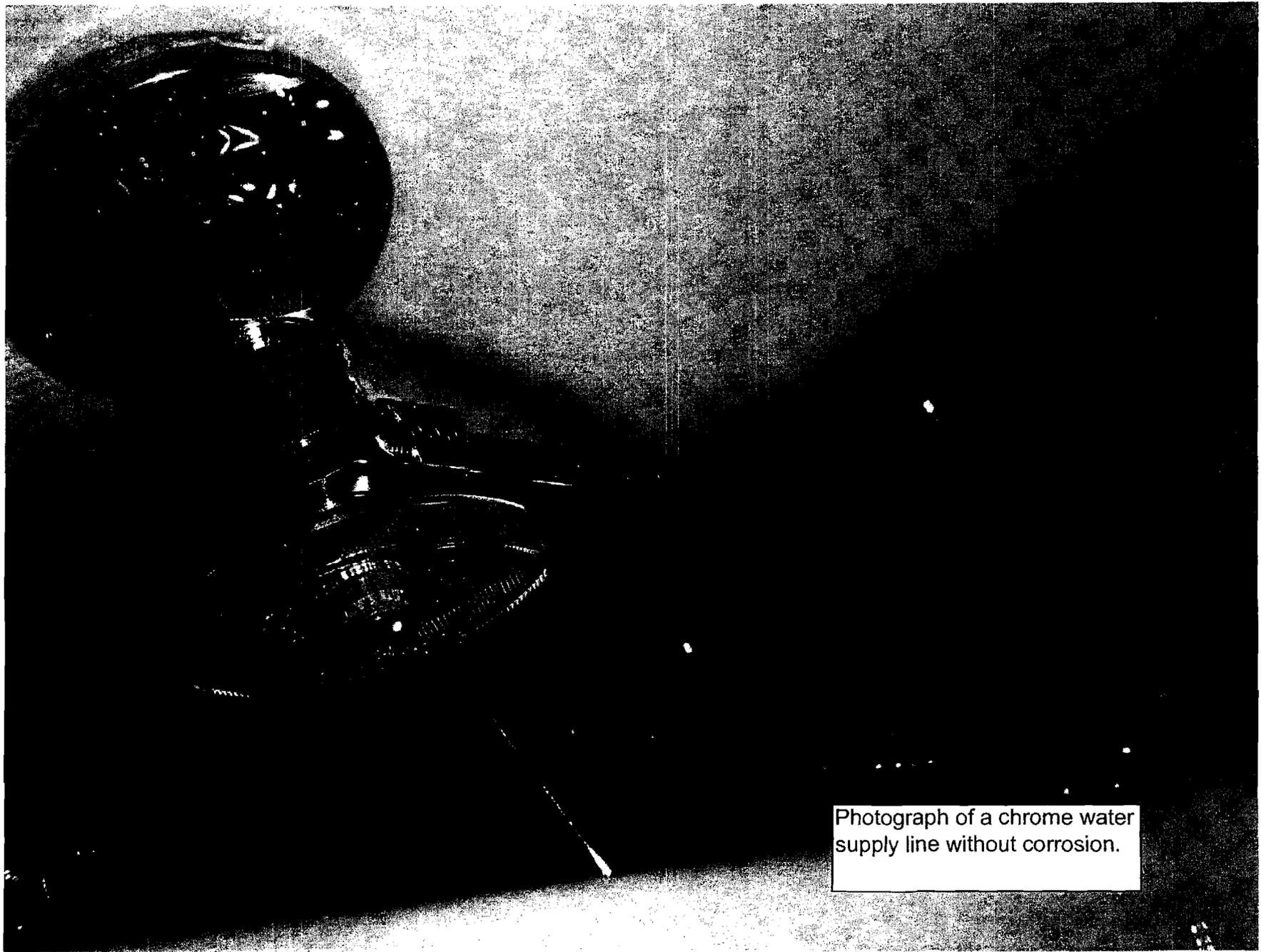
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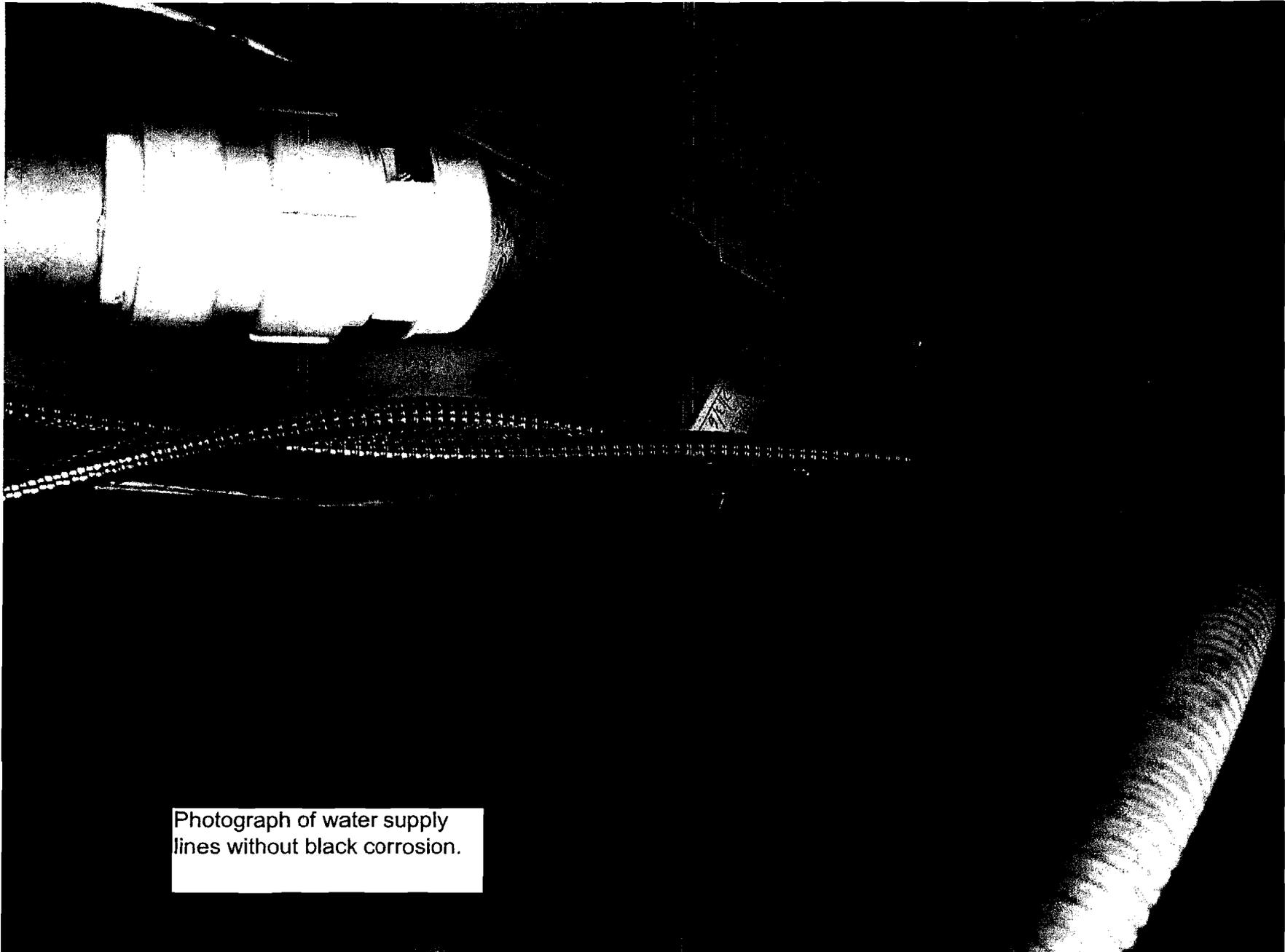
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Labeling on the water heater.

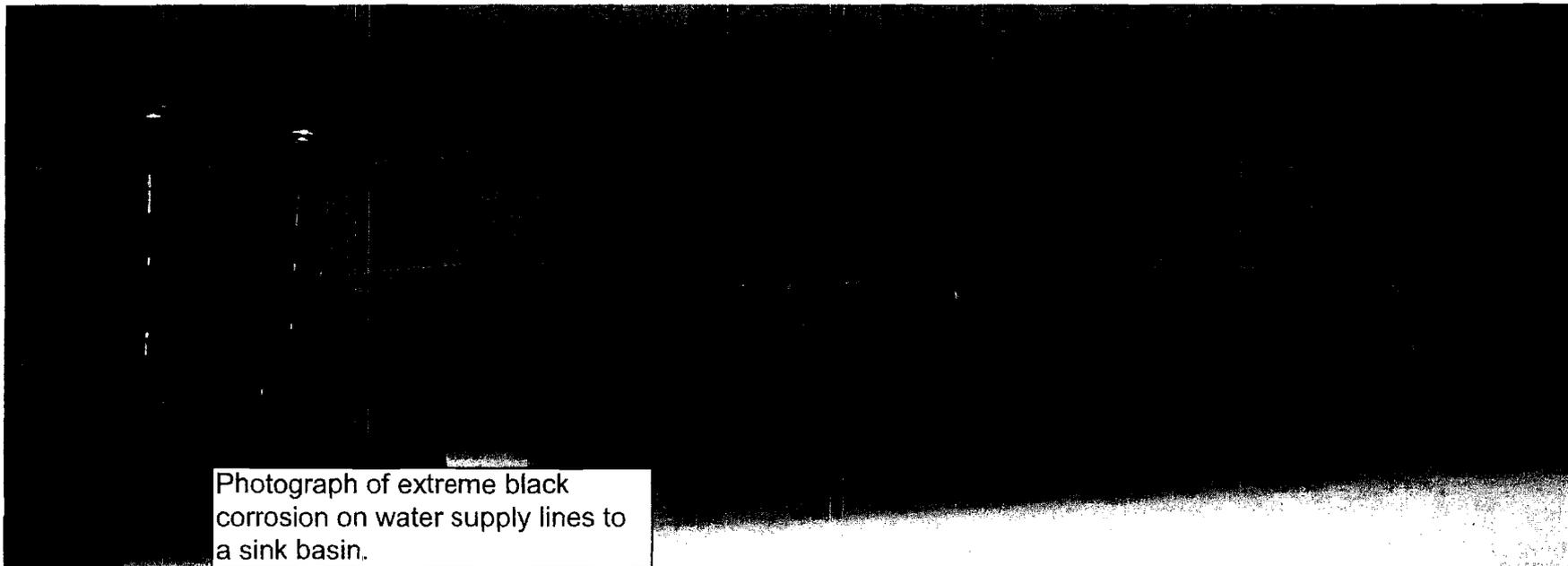




Photograph of a chrome water supply line without corrosion.



Photograph of water supply lines without black corrosion.



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

(b)(3):CPSA Section 6(b)

(b)(3):CPSA Section 6(b)

SERIAL NO

ASSEMBLED IN U.S.A

MODEL

(b)(3):CPSA Section 6(b)

S/N

5.00 oz R134a

115VAC/60Hz

AMPS 7.90

CODE 01

LISTED HOUSEHOLD
REFRIGERATOR

165A



ENERGY
PERFORMANCE

VERIFIED

USE ICE MAKER ACCESSORY KIT

(b)(3):CPSA

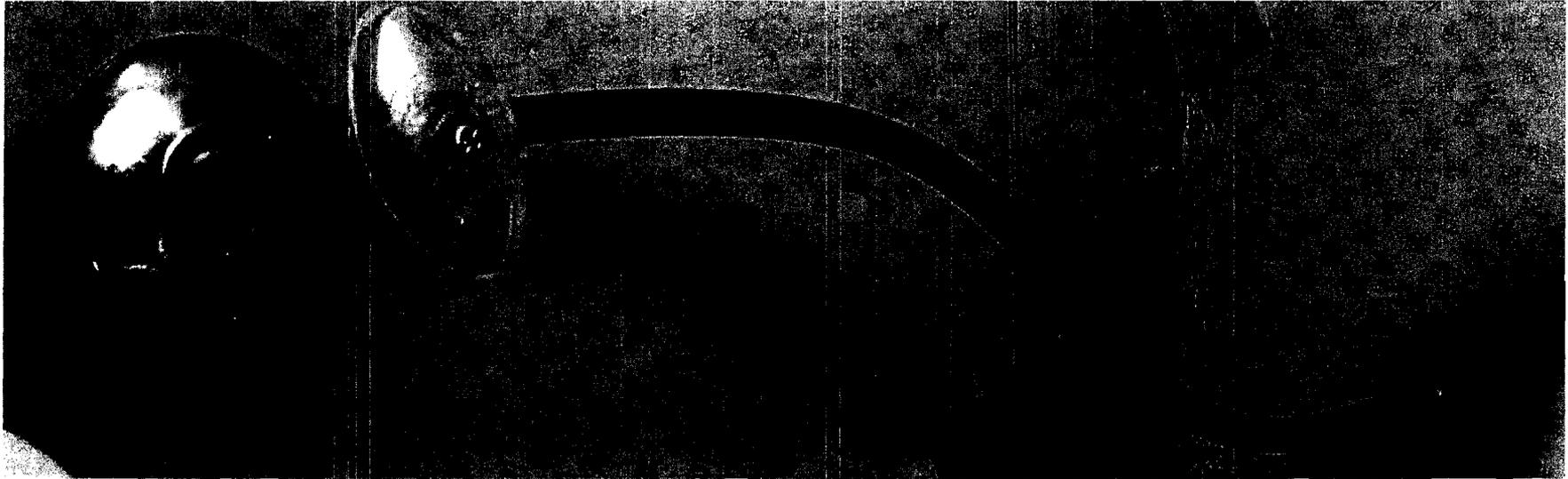
MINIMUM INSTALLATION CLEARANCE: TOP - 1/2 INCH

EEV99387
RENDEMENT
ENERGETIQUE



VERIFIE

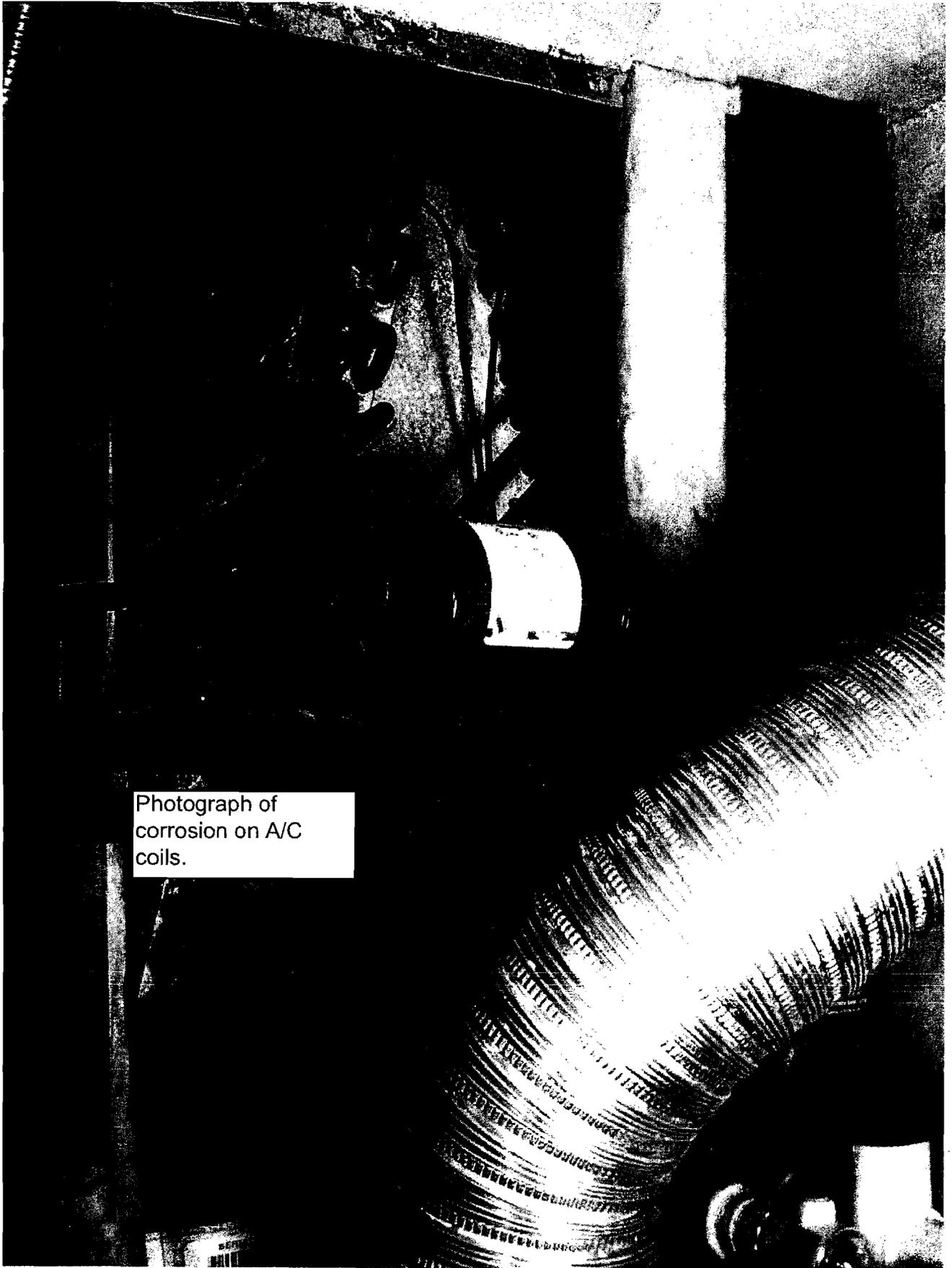
Labeling for the
refrigerator.



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.

Product contains fiberglass wool.

Disturbing the insulation in 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 available from address shown below, or contact your supervisor.

LENNOX INDUSTRIES INC.
P.O. BOX 790111

Labeling on the A/C.

9911

07/83 11/00

LENNOX

DALLAS, TX

MODEL: C33-48B-2F-2

SERIAL NO.: 6006F98034

REFRIGERANT: *SEE NOTE BELOW

MAX DESIGN PRESS: 450 PSI

*MATCH METERING DEVICE WITH REFRIGERANT (R-22 OR R410A)



CERTIFICATION BY ONLY WHEN THE COMPLETE SYSTEM IS LISTED



LISTED 3F86
TYPE I

REFRIGERANT EVAPORATOR
ALSO AS SECTION OF
HEAT PUMP

SERIAL NUMBER



6006F98034

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/manufacture = 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

1. Task Number 090504CBB1657		2. Investigator's ID 8919		EPIDEMIOLOGIC INVESTIGATION REPORT
3. Office Code 810	4. Date of Accident YR MO DAY 2009 04 14	5. Date Initiated YR MO DAY 2009 05 05		
6. Synopsis of Accident or Complaint UPC 7 5228 21212 7 The 70 year old male consumer reported that he experienced constant headaches and his 62 year old wife suffered eye irritation during a recent visit to their retirement home in Estero, FL. In addition to their health problems, the consumer stated that the air conditioner's coils and the copper wiring inside a light switch in the home's foyer have been corroded by sulfuric mist from Chinese drywall used to manufacture the home in 2005.				
MFR/PRVLR NOTIFIED COMMENTS: <input checked="" type="checkbox"/> YES / <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OVERRULED; <input checked="" type="checkbox"/> ATTACHED <input checked="" type="checkbox"/> EXCISIONS/FOIA EXS. 3, 6, 25C <i>W.C. HANCOCK</i> <input type="checkbox"/> DO NOT RE-NOTIFY <input checked="" type="checkbox"/> RE-NO				
7. Location (Home, School, etc) 1 - HOME		8. City ESTERO		9. State FL
10A. First Product 1876 - House Structures, Repair Or		10B. Trade/Brand Name AMERICAN GYPSUM		10C. Model Number UNKOWN
10D. Manufacturer Name and Address AMERICAN GYPSUM 3811 Turtle Creek Dr. Dallas, TX 75219				
11A. Second Product 381 - Air Conditioners		11B. Trade/Brand Name (b)(3):CPSA Section 6(b)		11C. Model Number
11D. Manufacturer Name and Address (b)(3):CPSA Section 6(b)				
12. Age of Victim 62	13. Sex 2 - Female	14. Disposition 1 - Injured, not Hosp.	15. Injury Diagnosis 71 - Other	
16. Body Part(s) Involved 77 - EYEBALL	17. Respondent 1 - Victim/Complainant	18. Type of Investigation 1 - On-Site	19. Time Spent (Operational / Travel) 15 / 1	
20. Attachment(s) 9 - Multiple Attachments		21. Case Source 07 - Consumer Complaint		22. Sample Collection Number
23. Permission to Disclose Name (Non NEISS Cases Only) <input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Verbal <input type="radio"/> Yes for Manuf. Only				
24. Review Date 05/22/2009	25. Reviewed By 8930		26. Regional Office Director Dennis R. Blasius	
27. Distribution Woodard, Dean; Rose, Blake; Blasius, Dennis			28. Source Document Number 10940830A	

All of the information contained in this report was obtained from telephone interviews with the consumer on 5/5/2009, 5/19/2009 and an on-site interview with the remediation specialist hired by the consumer on 5/15/2009. The consumer reported this incident to CPSC via the Internet on 4/28/2009.

The consumer is a 70 year old male. The consumer stated that he and his 62 year old wife are in generally good health. He stated however that he was diagnosed with prostate cancer on 5/1/2009. The consumer also stated that his wife has "sensitive eyes" and that her eyes will burn if they are exposed to strong chemicals.

The consumer stated that he and his wife live in Farmington Hills, MI and had a home built in a new housing development in Estero, FL in 2005. The consumer stated that he paid \$467,000 for the house. The consumer stated that he and his wife occupied the house during brief vacation trips to Florida from 2005 to April 2009. The consumer stated that he and his wife were the only occupants of the house. The consumer and his wife do not have any pets.

The consumer's house is a Mediterranean style, second floor coach house that measures 2,800 square feet, has 3 bedroom, 2 ½ baths and a large family room. The house is carpeted throughout except for the kitchen, dinette and bathrooms. The house has electric service to all appliances. The consumer did not know if wood or metal studs were used in the home. The consumer stated that he and his wife visited the house for 7 to 10 days at a time. The consumer stated that they spent a total of 2 or 3 months in the home. The consumer stated that they had planned to move to Florida and live in the house full time when they retired.

The consumer stated that they last visited the house over the Easter holiday from 4/11/2009 to 4/21/2009. He said during that visit his wife complained that her eyes were burning. The consumer stated that he also experienced a dull headache throughout the visit. The consumer stated that their symptoms lessened when they left the house, but reappeared when they returned. The consumer stated that they did not seek medical treatment for their symptoms.

The consumer stated that when he and his wife were not at the house, the doors and windows were closed and the appliances were unplugged. The consumer stated that a friend who lives in the housing development opened the house to air it out before he and his wife arrived. The consumer said he did not notice an odor when he entered the home, but his friend reported that he immediately smelled an odor of "rotten eggs" when he entered the house.

In addition to their physical symptoms, the consumer stated that the central air conditioning never worked properly. He said it never seemed to cool the house entirely. He said during his last visit to the house in April, the air conditioner barely cooled the house. The consumer stated that the refrigerator was also acting erratically during his last visit. He said that the refrigerator did not run when he plugged it in, and that he had to pull it away from the wall, unplug it, and plug it again to get it to operate. The consumer also reported that the lights on the lanai stopped working in 2007. He reported the problem to the property manager's office and the lights were repaired by the builder in February 2009.

On 4/14/2009, a friend of the consumer, who is also the chair of the housing development's ad hoc homeowner's committee, stopped by the consumer's house. The friend removed the cover of the consumer's air conditioner unit and showed the consumer that the evaporator coils on the bottom of the unit were black (see exhibit 2). The consumer's friend told him that the blackened coils may indicate that Chinese drywall was in his home. The consumer's friend told him that approximately 25% of the houses in the development have had the evaporator coils in their air conditioners replaced within the last two years due to Chinese drywall in the homes.

On 4/15/2009 a remediation specialist retained by the consumer's attorney conducted a visual examination of the home's air conditioning unit. The remediation specialist told the consumer that the air conditioner had a Freon leak due to corroded evaporator coils. The remediation specialist also examined the electrical wiring inside the

home's light switches. The remediation specialist told the consumer that the copper wires in some of the home's light switches were black and corroded. The consumer stated that the remediation specialist told him that the corrosion was caused by a sulfuric mist created when moisture hits the Chinese drywall. The remediation specialist told the consumer that the sulfuric mist is attracted to metal objects. I requested a copy of the remediation specialist's written report however she stated that the attorney would not permit her to release the report. My phone calls to the attorney's office were not returned. Refer to the remediation specialist and attorney contact information in exhibit 14.

The consumer stated that his attorney wants him to join a class action lawsuit filed by homeowners with Chinese drywall in their homes. The consumer said he has declined to join the suit at this time as he is examining all options available to him.

On 4/20/2009, the consumer e-mailed the homebuilder and the finance company that owns the development and reported that he believed Chinese drywall was present in his house (refer to a copy of the e-mail in exhibit 9.) The consumer did not receive a response to his e-mail message from the homebuilder or the finance company.

The consumer then called the Sarasota County Health Department and reported the corrosion on his air conditioner coils to an inspector in the department's environmental division. The inspector told him that based upon his description of the evaporator coils, Freon gas was leaking out of the unit. The consumer asked the representative how he could make this determination, and the representative told the consumer that they had been "swamped" with similar complaints. He stated that sulfuric acid had corroded the coil.

On 4/24/09 the remediation specialist e-mailed the consumer photos of the insulation in the attic and wiring in the light switch in the foyer which showed the ground wire copper wire was corroded. Refer to copy of the e-mail and photos in exhibit 10.

On 4/24/2009 the consumer e-mailed the homebuilder and finance company and reported his discussion with the Florida department of health. The consumer did not receive a response to this second email (exhibit 11).

On 5/18/2009 the consumer spoke to the president of the finance company by phone and was informed that the finance company has hired a private testing company to conduct inspections of 17 homes in the development on 5/27/2009.

During my 5/15/09 on-site, I observed and photographed the following: blackened/corroded coils on the consumer's air conditioning unit (exhibit 2-3), blackened copper wiring in the foyer light switch (exhibit 4), manufacturer information/labeling for drywall in attic (exhibits 5-7) labeling manufacturer identification for insulation in attic, (exhibit 8). No other metal fixtures, faucets, mirrors, etc. exhibited any signs of pitting or corrosion. It should be noted that a strong odor was observed in the first floor foyer of the consumer's home where a blackened copper wire was found inside the light switch.

PRODUCT IDENTIFICATION:

The drywall in the attic of the consumer's home is stamped: "02/26/2006 R. Edwards." The drywall is labeled: "CUSTOMER SERVICE INFORMATION 1-800-545-6302 7 52278 21212 7", (exhibits 5-7). **NOTE: The Customer Service number is for: American Gypsum, 3811 Turtle Creek Blvd., Suite 1200, Dallas, TX 75219.**

The remediation specialist removed the medicine cabinet in the master bathroom to avoid creating obvious damage to the home while looking for labeling on the drywall during her 4/15/2009 examination. The remediation specialist stated that the drywall behind the medicine cabinet was not labeled. No additional search for labeling on the drywall in the consumer's home was conducted.

The fiberglass insulation in the attic was labeled, "KNAUF" (exhibit 8). **NOTE:** The consumer's incident report indicates that the drywall is labeled KNAUF, however no drywall was found with the "KNAUF" brand name in the two locations examined by the remediation specialist.

House Structures: (Product Code 1876)
UPC: 7 52278 21212 7
Brand: "R. Edwards"
Model: Unknown
Manufacturer: American Gypsum
3811 Turtle Creek Blvd.
Suite 1200
Dallas, TX 75219
1-800-545-6302

Builder: Shelby Homes
6363 NW Way, Suite 205
Fort Lauderdale, FL 33309
(954) 318-1000

Development: Meadows of Estero
Estero, FL

Finance Company: Hearthstone Homes
16133 Ventura Blvd., Suite 1400
Encino, CA 91436
(818) 385-0005

EXHIBITS:

Exhibits 1-8 Photographs

- Exhibit 9 Copy of 4/20/2009 e-mail from the consumer to the homebuilder and the finance company.
- Exhibit 10 Copy of 4/24/2009 e-mails from the consumer to homebuilder and finance company.
- Exhibit 11 Copy of 4/24/2009 e-mail and photographs of drywall and insulaton in attic from the remediation specialist to the consumer.
- Exhibit 12 Copy of 4/24/2009 e-mail and photo of light switch from the remediation specialist.
- Exhibit 13 Respondent List
- Exhibit 14 Consumer Contact List
- Exhibit 15 Status of Missing Document

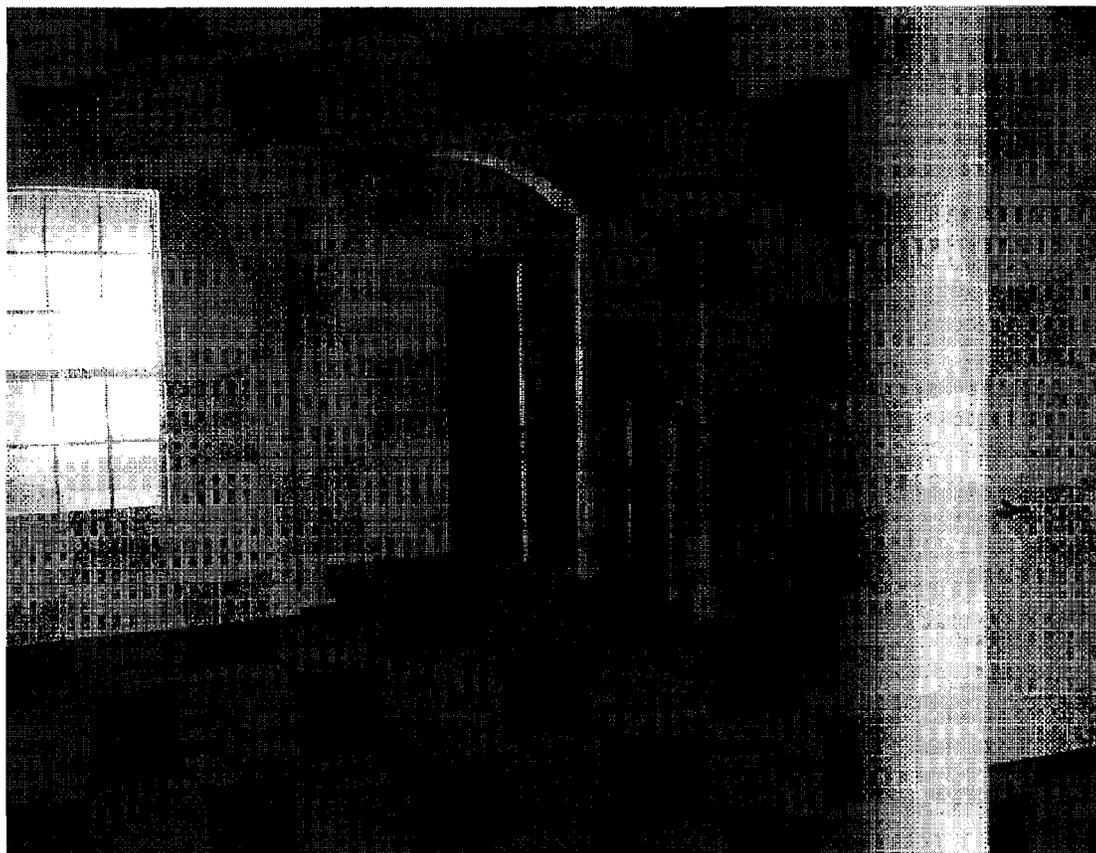


Exhibit 1 - Photograph of living area inside the consumer's second floor coach house.

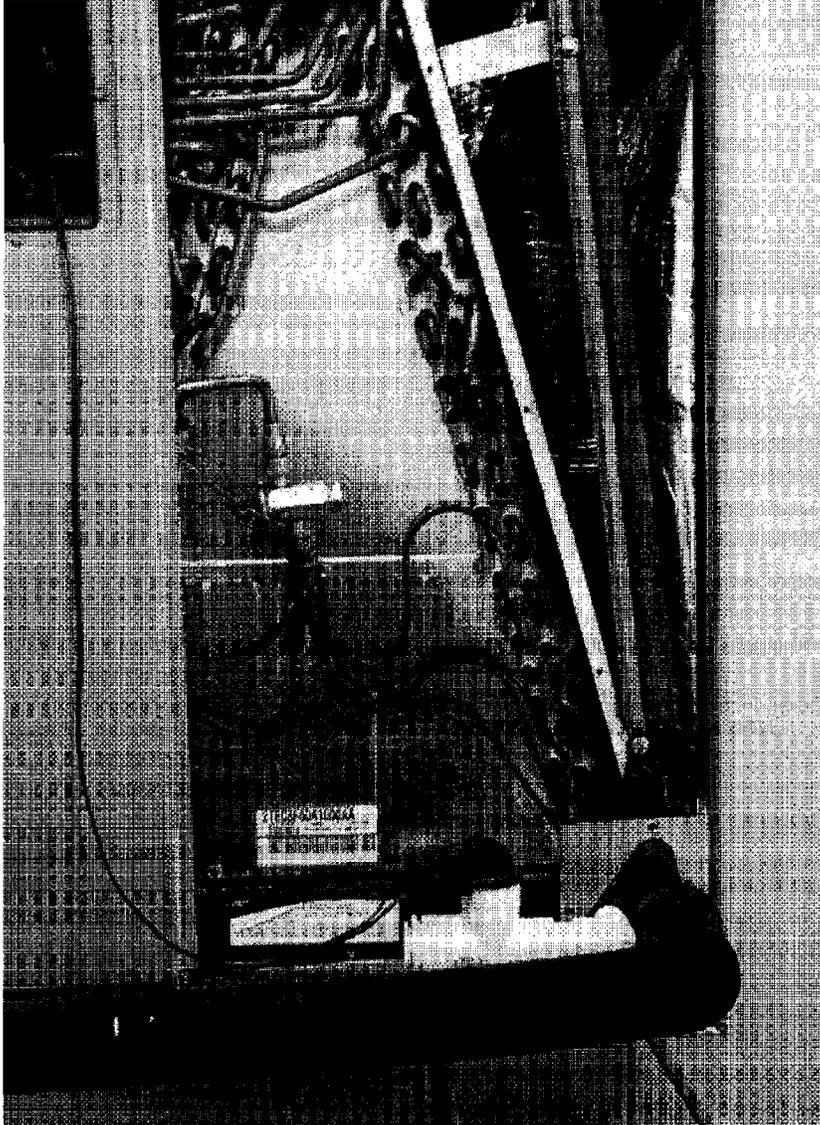


Exhibit 2 - Photograph of the evaporator coils of the central air conditioner in the consumer's home.

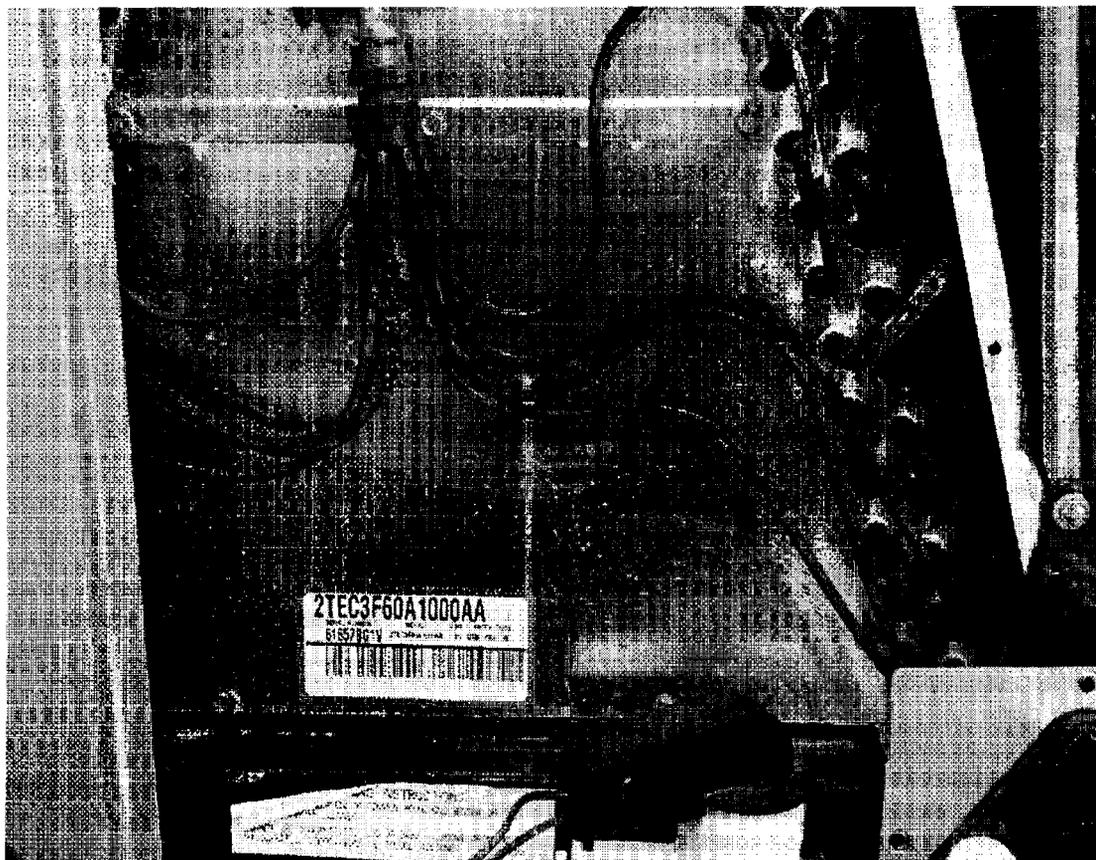


Exhibit 3 - Close up of the evaporator coils at the bottom of the air conditioner unit.



Exhibit 4 - Photograph of the blackened copper wire inside the light switch in the foyer of the consumer's house.



Exhibit 5 - Photograph of drywall inside the consumer's attic. The drywall is labeled "02/26/06 R. EDWARDS."

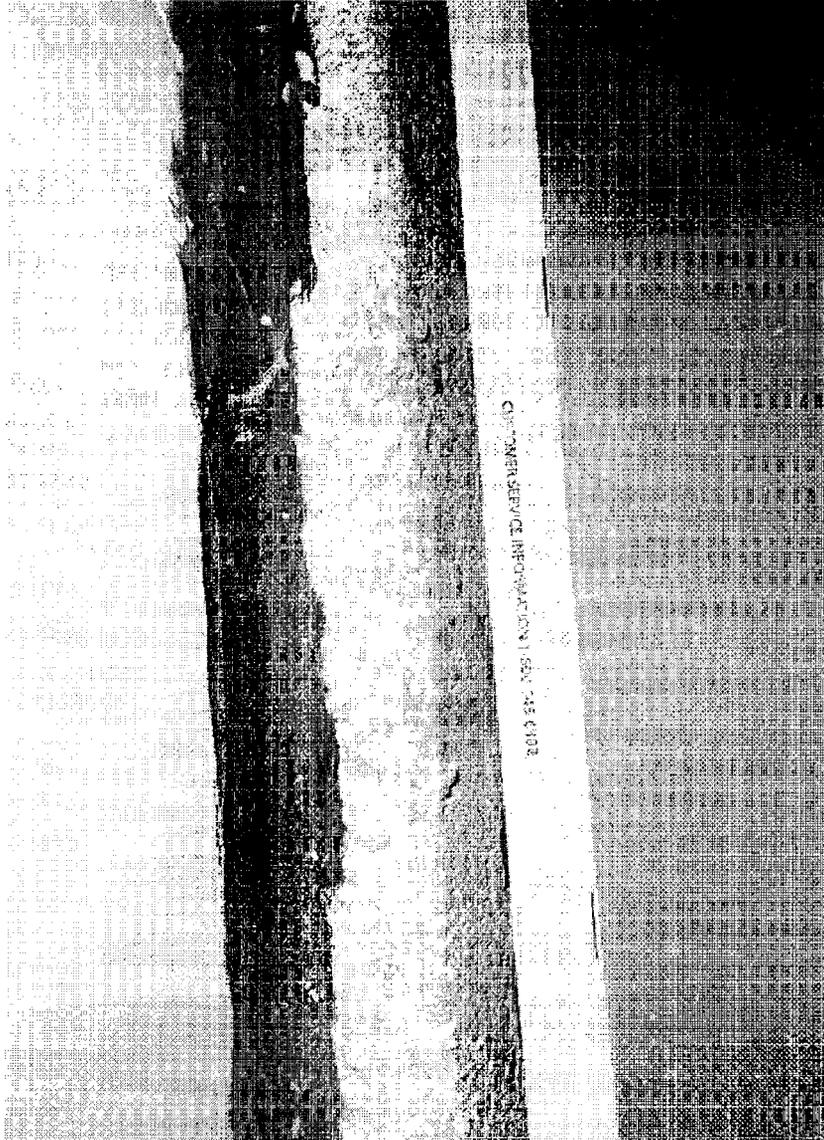


Exhibit 6 - The drywall is labeled "CUSTOMER SERVICE INFORMATION 1-800-545-6302". This phone number is for American Gypsum, Dallas, TX.



Exhibit 7 - The drywall is bar coded: "7 52278 21212 7"

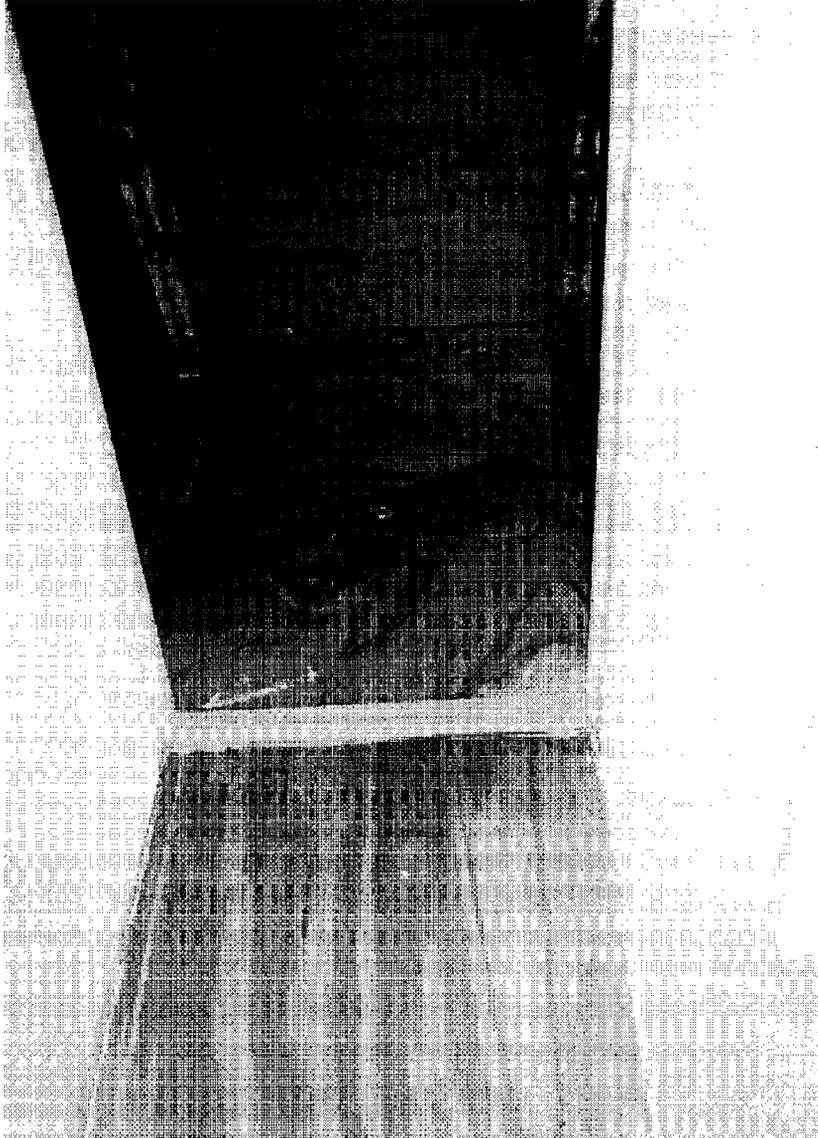
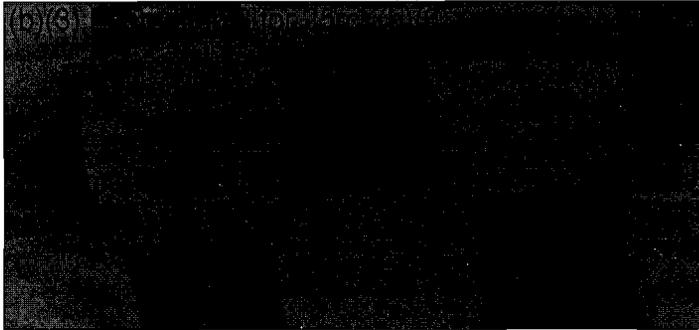


Exhibit 8 - Photograph of the fiberglass insulation inside attic labeled in part, "KNAUF".

Phillips, Elizabeth

From: [REDACTED]
Sent: Tuesday, May 05, 2009 9:03 AM
To: Phillips, Elizabeth
Subject: FW: ATTENTION MARK PORATH ,PRESIDENT HEARTHSTONE



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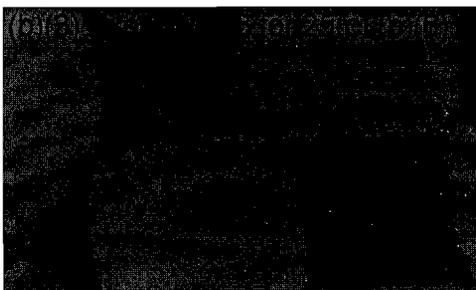
-----Original Message-----

From: Lisa [mailto:lisa1220g@yahoo.com]
Sent: Tuesday, April 21, 2009 11:23 AM
To: [REDACTED]
Subject: Re: ATTENTION MARK PORATH ,PRESIDENT HEARTHSTONE

<http://www.newsinferno.com/archives/5666>

----- Original Message -----

From: [REDACTED]
To: lisa1220g@yahoo.com
Sent: Tuesday, April 21, 2009 9:45 AM
Subject: FW: ATTENTION MARK PORATH ,PRESIDENT HEARTHSTONE



Email: [REDACTED]
Visit: [REDACTED]

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-----Original Message-----

From: [REDACTED]
Sent: Monday, April 20, 2009 5:40 PM
To: 'ryuter@shelby-homes.com'
Cc: 'hearthstone@hearthstone.com'
Subject: FW: ATTENTION MARK PORATH ,PRESIDENT HEARTHSTONE

[REDACTED]

Subject: FW: "Chinese Drywal" in [REDACTED]

---Original Message---

From: Doherty, Richard A [GWM-SBPVTC]
Sent: Monday, April 20, 2009 5:00 PM
To: 'ryuter@shelby-homes.com'
Cc: 'mporath@hearthstone.com'
Subject: "Chinese Drywal" in 3547 Cherry Blossom Court ,Bldg 17 unit 202 .

Last Tuesday I removed the cover in the air conditioning in my unit [REDACTED]. The filter had a black crusted substance on it. The coils of the air handling unit had black on them. Based on a visual exam it appeared that CHINESE DRYWALL is present. Lisa Girardi (phn 239-682-3110), who is a home remediation specialist, come in to inspect and she found that there is Chinese Drywall in this unit. The electrical lights did not work on the lanai for over a year. that was repaired in february this year. I will contact you further. thx [REDACTED]

Reminder: E-mail sent through the Internet is not secure.
Do not use e-mail to send us confidential information such as credit card numbers, changes of address, PIN numbers, passwords, or other important information. Do not e-mail orders to buy or sell securities, transfer funds, or send time sensitive instructions. We will not accept such orders or instructions. This e-mail is not an official trade confirmation for transactions executed for your account. Your e-mail message is not private in that it is subject to review by the Firm, its officers, agents and employees.

Phillips, Elizabeth

From: [REDACTED]
Sent: Tuesday, May 05, 2009 9:05 AM
To: Phillips, Elizabeth
Subject: [Possibly Spam]: FW: Own a newer home? Tainted drywall - What you need to check to save your health -

Importance: Low



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-----Original Message-----

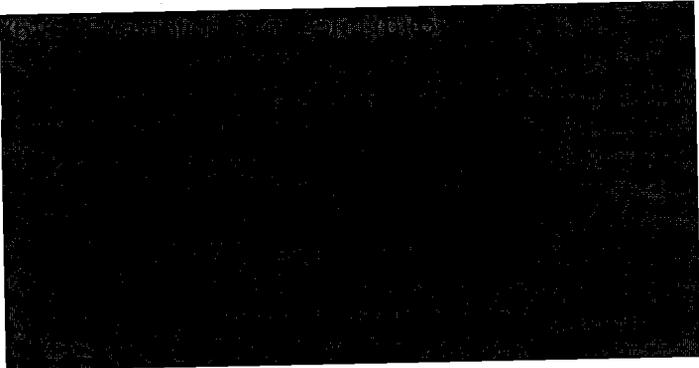
From: [REDACTED]
Sent: Friday, April 24, 2009 10:09 AM
To: 'ryuter@shelby-homes.com'
Subject: FW: Own a newer home? Tainted drywall - What you need to check to save your health -



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-----Original Message-----

From: [REDACTED]
Sent: Friday, April 24, 2009 10:00 AM
To: 'ryuter@shelbyhomes.com'
Subject: FW: Own a newer home? Tainted drywall - What you need to check to save your health -



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-----Original Message-----

From: [REDACTED]
Sent: Friday, April 24, 2009 8:57 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: Own a newer home? Tainted drywall - What you need to check to save your health -

Sub-Navigation



YOUR HOME

Own a newer home?

What you need to check to save your health

Reported by: Marchelle Lee
Email: mlee@abc15.com
Last Update: 4/23 1:37 pm



(Courtesy of Angie'sList.com. Photograph: courtesy of Angie'sList.com)

Tainted drywall is a hot topic right now because many homeowners are discovering erosion from the Chinese-made drywall.

According to [Angie's List](#), residents living in homes that were built during the housing boom earlier this decade may be surrounded by a potentially home and health-threatening compound.

About 500 million pounds of drywall shipped from China to the United States between 2004 and 2006 contained potentially toxic sulfur compounds.

This compound is believed to be responsible for damaging hundreds of homes and creating possible health problems for homeowners.

A string of lawsuits against builders and drywall manufacturers have been filed but many homeowners may not even know their home was built with the tainted product.

The majority of known affected homes appear to be in south Florida, but homes in several other states could be at risk, according to Angie's List.

According to NewsInfo.com here in the Valley, area home builder Lennar Homes is being named in a major class-action lawsuit over the tainted drywall.

4 ways to determine if your home has Chinese-made drywall:

1. Your home was built between 2004-06: There was a shortage of drywall during this period, so more than 500 million pounds were shipped to the U.S. from China.
2. Your home has a foul smell: Homeowners with Chinese-made drywall complain of a strong odor of sulfur, or what smells like rotten eggs.
3. You notice metal and copper corroding: Chinese drywall is reported to corrode metal and copper, notably air-conditioning coils and electrical wiring, with a black coating.
4. You identify your drywall as made in China: Some affected drywall will state it is made in China. Other Chinese drywall bears the mark of manufacturers, including Knauf Plasterboard Tianjin, Knauf Gips, and Taishan Gypsum Co.

Determining the risk is fairly simple; the remedy is likely more complex.

Some builders who used the imported drywall have addressed the issue by removing it from affected homes and replacing it with new drywall.

Angie Hicks, founder of Angie's List, said that even if they do be sure to contact an attorney. "Just replacing the drywall might not be enough to fix this problem."

"If your builder offers to replace the drywall, ask if they'll also replace materials like carpet and insulation, as these might also be contaminated," says Hicks. "There is also concern that corroded electrical wiring could pose a fire hazard, so that might need to be replaced as well. Once the drywall has been replaced, all the dust in your home should be removed with a HEPA air scrubber."

Studies are still being done to determine possible health issues, but many homeowners are concerned about the potential effects of long-term exposure to the drywall.

If you suspect your home contains this drywall, call a well-qualified home inspector to check it out immediately.

Companies targeted in various lawsuits:

Knauf Plasterboard Tianjin, Knauf Gips, and Taishan Gypsum Co. are among the known manufacturers of the product and have been targeted in various lawsuits. Lennar Corp., Aubuchon Homes, Meritage Homes, Ryland Homes, Standard Pacific Homes, Taylor Morrison and WCI Communities are all builders confirmed to have used drywall imported from China.

For more information, head to AngiesList.com.

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Phillips, Elizabeth

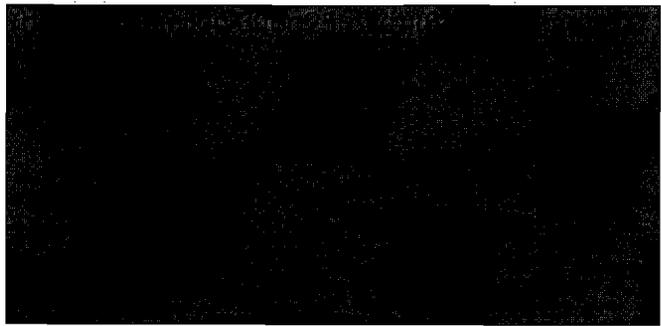
From: [REDACTED]
Sent: Tuesday, May 05, 2009 9:04 AM
To: Phillips, Elizabeth
Subject: FW: ATTENTION MARK PORATH ,PRESIDENT HEARTHSTONE



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-----Original Message-----

From: [REDACTED]
Sent: Friday, April 24, 2009 1:54 PM
To: 'hearthstone@hearthstone.com'
Cc: 'ryuter@shelby-homes.com'
Subject: FW: ATTENTION MARK PORATH ,PRESIDENT HEARTHSTONE



Start receiving your monthly statements, trade confirms, prospectuses and more online. See <http://www.smithbarney.com/edelivery> for details.

Subject: FW: ATTENTION MARK PORATH ,PRESIDENT HEARTHSTONE

Subject: FW: "Chinese Drywal"



(248) 848-8012 or (800) 521-2297

Email: [REDACTED]

Visit my Website at: <http://www.fc.smithbarney.com/doherty>

To: 'ryuter@shelby-homes.com'

Cc: 'mporath@hearthstone.com'

Subject: "Chinese Drywall" in 3547 Cherry Blossom Court ,Bldg 17 unit 202 .

Last Tuesday I removed the cover in the air conditioning in my unit [REDACTED] the filter had a black crusted substance on it. The coils of the air handling unit had black on them. Based on a visual EXAM it appeared exam it appeared that CHINESE DRYWALL is present. Lisa Girardi (phn 239-682-3110), who is a home remediation specialist, come in to inspect and she found that there is Chinese Drywall in this unit. The electrical lights did not work on the lanai for over a year. that was repaired in february this year. I will contact you further. thx [REDACTED]

IN CONTINUATION OF MY ISSUES I DISCRIBED WHAT I SAW ON THE COILS OF THE A/C UNIT TO THE FLORIDA STATE HEALTH DEPT AND THEY SAID THE A/C COILS HAD A LEAK AND THE BLACK WOULD BE FROM SULFUR FUMES AND THE DIFFERENCE IN COLOR, FROM BLACK TO RED TO COPPER, WAS BECAUSE OF A LEAK IN THE COILS.

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Do not use e-mail to send us confidential information such as credit card numbers, changes of address, PIN numbers, passwords, or other important information.
Do not e-mail orders to buy or sell securities, transfer funds, or send time sensitive instructions. We will not accept such orders or instructions. This e-mail is not an official trade confirmation for transactions executed for your account. Your e-mail message is not private in that it is subject to review by the Firm, its officers, agents and employees.

Phillips, Elizabeth

From: [REDACTED]
Sent: Tuesday, May 05, 2009 8:52 AM
To: Phillips, Elizabeth
Subject: FW: Drywall in Attic
Attachments: P1020188.JPG; P1020186.JPG; P1020187.JPG



Start receiving your monthly statements, trade confirms, prospectuses and more online. See <http://www.smithbarney.com/edelivery> for details.

-----Original Message-----

From: Lisa [mailto:lisa1220g@yahoo.com]
Sent: Friday, April 24, 2009 4:19 PM
To: Doherty, Richard A [GWM-SBPVTC]
Subject: Drywall in Attic

Hi Richard,
I have a question about the drywall in the attic. I have a photo of the drywall in the attic. I have a photo of the drywall in the attic. I have a photo of the drywall in the attic.

I have a photo of the drywall in the attic. I have a photo of the drywall in the attic. I have a photo of the drywall in the attic. I have a photo of the drywall in the attic. I have a photo of the drywall in the attic.

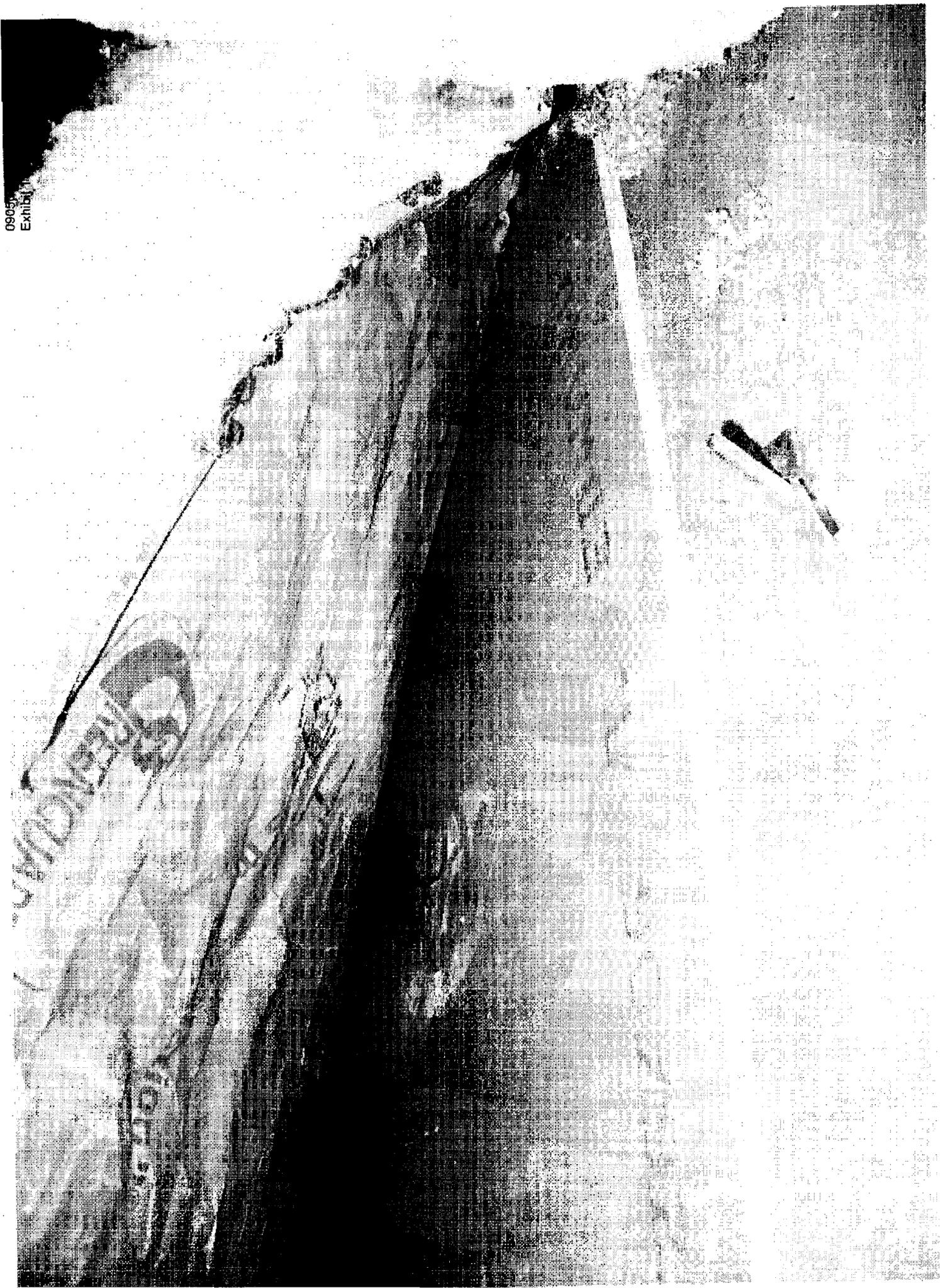
Thank you,
Lisa

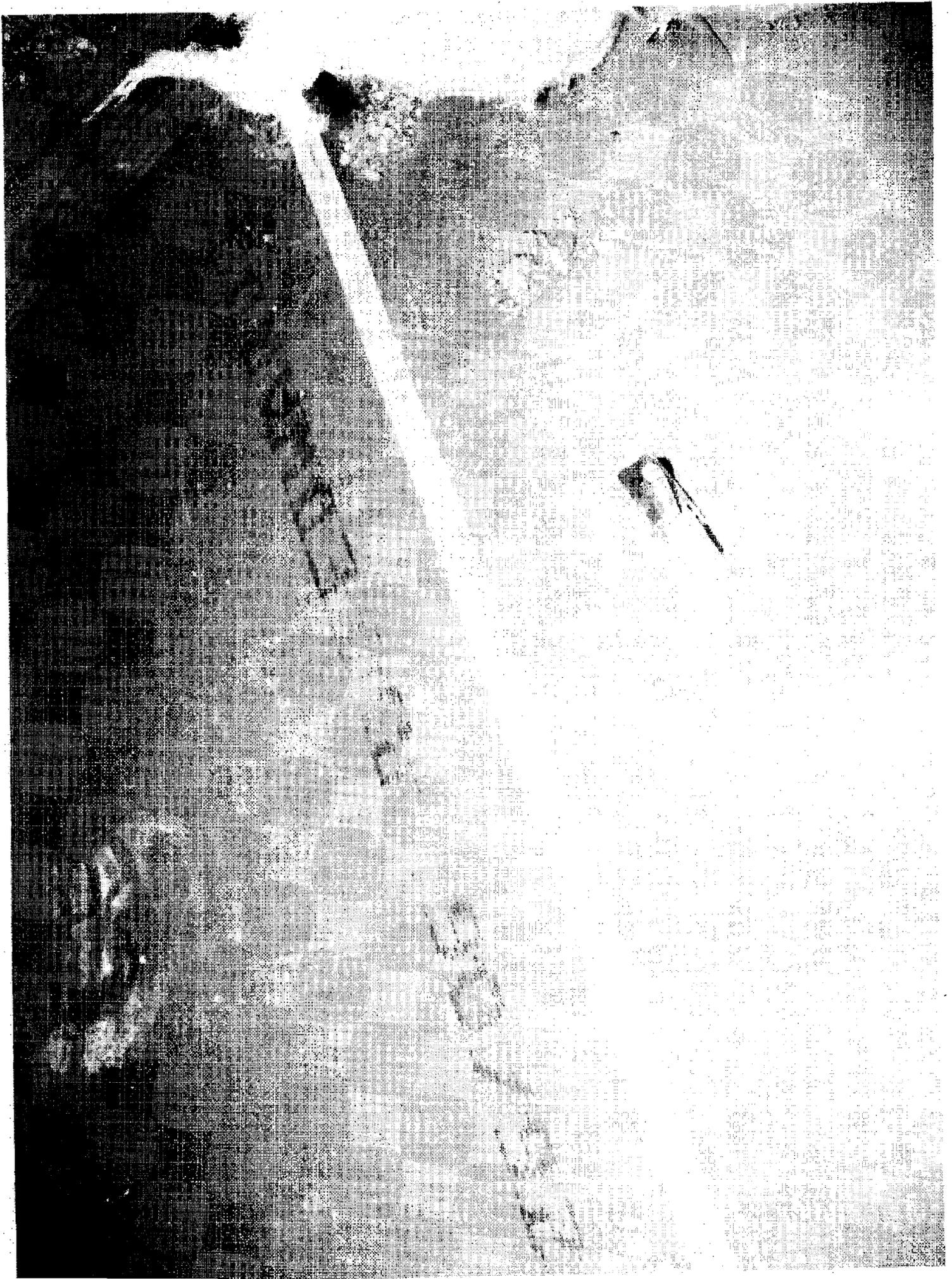
Reminder: E-mail sent through the Internet is not secure. Do not use e-mail to send us confidential information such as credit card numbers, changes of address, PIN numbers, passwords, or other important information. Do not e-mail orders to buy or sell securities, transfer funds, or send time sensitive instructions. We will not accept such orders or instructions. This e-mail is not an official trade confirmation for transactions executed for your account. Your e-mail message is not private in that it is subject to review by the Firm, its officers,



FINE CLASS INSULATION
LUMINIS 1000

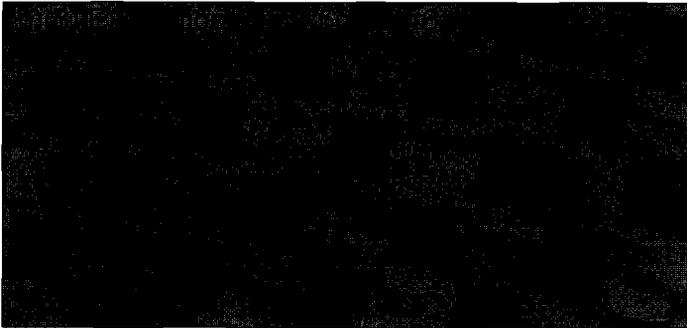
0905
Exhibit





Phillips, Elizabeth

From: [REDACTED]
Sent: Tuesday, May 05, 2009 8:52 AM
To: Phillips, Elizabeth
Subject: FW: Ground wire
Attachments: P1020203.JPG



Start receiving your monthly statements, trade confirms, prospectuses and more online. See <http://www.smithbarney.com/edelivery> for details.

-----Original Message-----

From: Lisa [mailto:lisa1220g@yahoo.com]
Sent: Friday, April 24, 2009 4:22 PM
To: [REDACTED]
Subject: Ground wire

Reminder: E-mail sent through the Internet is not secure. Do not use e-mail to send us confidential information such as credit card numbers, changes of address, PIN numbers, passwords, or other important information. Do not e-mail orders to buy or sell securities, transfer funds, or send time sensitive instructions. We will not accept such orders or instructions. This e-mail is not an official trade confirmation for transactions executed for your account. Your e-mail message is not private in that it is subject to review by the Firm, its officers, agents and employees.





IDI # 090504CBB1657
Exhibit 13

RESPONDENT LIST:

1. [REDACTED] Homeowner
[REDACTED] Crt

Initially contacted on 5/5/2009

2. [REDACTED] Caretaker

Initially contacted on 5/5/2009 to arrange on-site at consumer's home.

3. Lisa Girardi, Remediation Specialist
(239) 682-3110

Initially contacted on 5/5/2009 to arrange on-site at consumer's home.



IDI # 090504CBB1657

Exhibit 14

CONSUMER CONTACT LIST:

[REDACTED] homeowner, Meadows of Estero,
reported problems associated with Chinese drywall to:

1. Shelby Homes, Builder
Ron Yuter, CEO
6363 NW Way
Suite 205
Fort Lauderdale, FL 33309
(954) 318-1000
ryuter@shelbyhomes.com

The consumer initially contacted the builder on 4/20/2009

2. Hearthstone Homes, Finance Company
16133 Ventura Blvd.
Suite 1400
Encino, Ca 91436
(818) 385-0005
Mark Porath, President
mporath@hearthstone.com

The consumer initially contacted the finance company on
4/20/2009.

3. C. David Durkee
Roberts & Durkee
121 Alhambra Plaza
#1603
Coral Gables, FL 33134
(305) 442-1700

The consumer contacted his attorney on 4/14/2009.

IDI # 090504CBB1657

Exhibit 14

Page 2

4. Lisa Giarardi, Remediation Specialist
(239) 682-3110

Initially contacted on 4/15/2009 .

5. Sarasota County Department of Health
2200 Ringling Blvd.
Sarasota, FL 34237
Bob Kalletti, Investigator
(941) 861-6059

Exact date of contact not known.

Task No. 090405CBB1657

Date: 5/21/2009

STATUS OF MISSING DOCUMENT (S)

The official records were requested for this investigation report but could not be obtained.

1. Remediation Specialist's Report

2. _____

3. _____

4. _____

5. _____

Date: 5/21/2009 **Investigator No: 8919**

Regional office: CFIE **Supervisor No: 9001**



July 13, 2009

Ms. Pamela McDonald
Lead, Technical Information Specialist
National Injury Information Clearinghouse
Division of Information Management
Office of Information and Technology Services
United States Consumer Product Safety Commission
4330 East West Hwy., Room 502
Bethesda, Maryland 20814

Re: **Your Letter of June 30, 2009*
**Document #090504CBB1657*
**Request to Be Notified of Future Request for Disclosure*
**Reservation of Right to Object to Future Release of Information*

Dear Ms. McDonald:

This letter responds to your letter dated June 30, 2009, regarding the above-referenced document. Your letter stated that although the Commission had not yet received a request for public disclosure of the document, the Commission was providing American Gypsum with the opportunity to comment on the document at this time.

Given that American Gypsum does not have sufficient information to allow it to comment on the document at this time, we request that we be notified if, in the future, the Commission receives a request (for example, under FOIA) for disclosure of the document.

I also understand that if there is a request for disclosure in the future, American Gypsum will be provided with the opportunity at that time to comment on and/or object to the proposed release of the document pursuant to Section 6(b) of the Consumer Production Safety Act.

Sincerely,

David B. Powers,
President

04/28/2009 17:20:22

Name = [REDACTED]
 Address = [REDACTED]
 City = E [REDACTED]
 State = [REDACTED]
 Zip = [REDACTED]
 Email = [REDACTED]
 Telephone = [REDACTED]
 Name of Victim's [REDACTED]
 Victim's [REDACTED]
 Victim's [REDACTED]
 Victim's [REDACTED]
 Victim's [REDACTED]

Incident Description = MY WIFE [REDACTED] AND I [REDACTED] SAW BLACK ON THE COPPER COILS OF THE A/C UNIT IN OUR CONDO ON 4/14/2009. WE WERE WITH KENNY KING .THE NEXT DAY LISA GIRARDI A REMEDIATION CONTRACTOR FOUND MORE OF WHAT APPEARS TO BE DAMAGE FROM CHINESE DRYWALL.WE CANNOT LIVE IN THE CONDO. THE WIRES ON THE SWITCHES ARE BLACK FROM WHAT APPEARS TO BE SULFURIC ACID FUMES.

Victim's age at time of incident = 62

Victim's sex = female

Date of incident = 04-14-2009

Product involved = CHINESE DRYWALL

Product brand name/manufacturer = KNAUF ON THE DRYWALL////BUILDER'S NAME SHELBY HOMES

Manufacturer street address = 6363 NW 6TH WAY ,SUITE 250 ,FT LAUDERDALE,FL.,33309

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 = AIRCONDITIONER HAS LEAKS OF FREON.

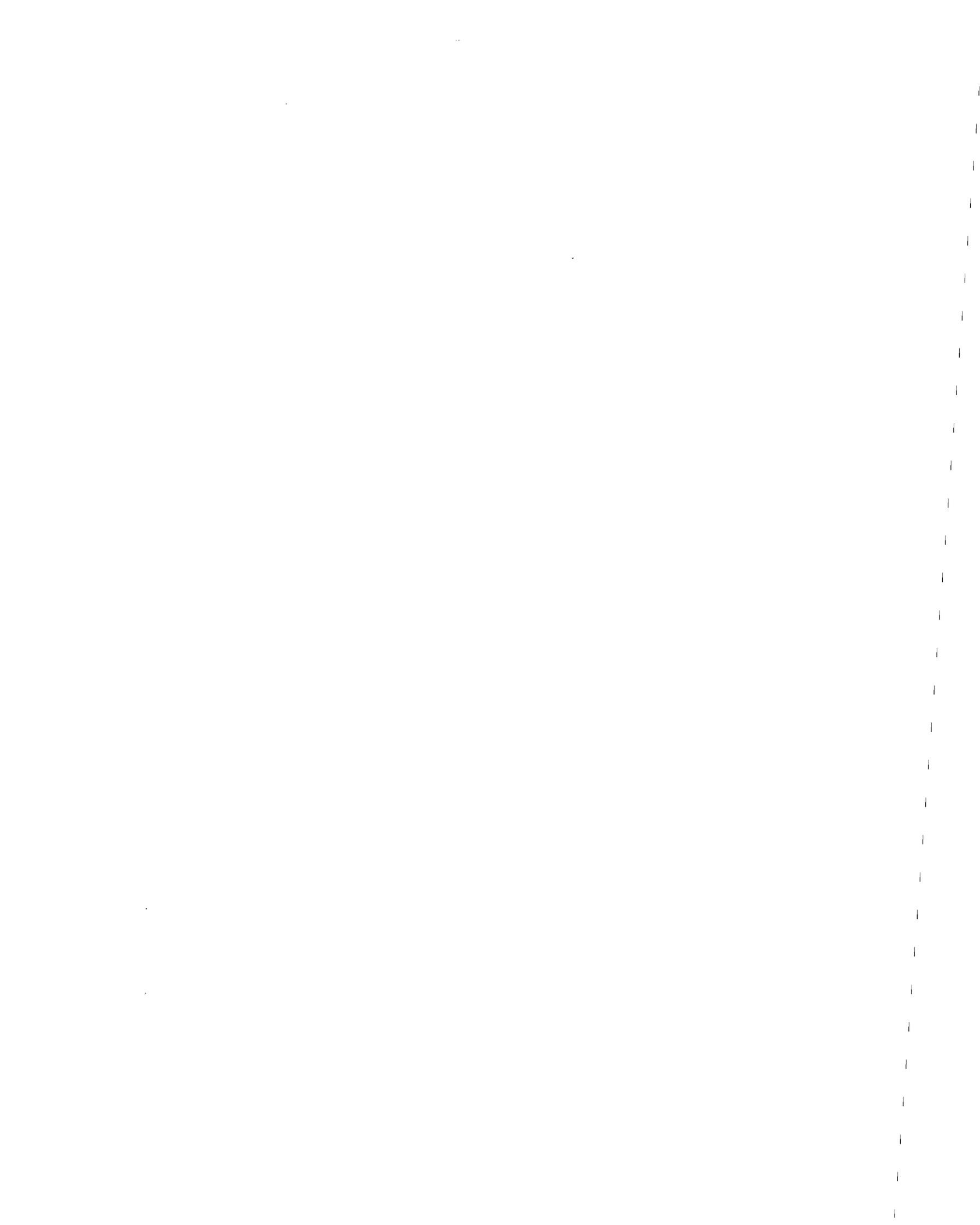
Date product purchased = 2005 ON INSTALL TAG

Product involved still available = yes

Have you contacted the manufacturer = yes

If not, do you plan to contact them =

Name Release = Release name to manufacturer only



1. Task Number 090504CBB1660		2. Investigator's ID 8919		EPIDEMIOLOGIC INVESTIGATION REPORT
3. Office Code 810	4. Date of Accident YR MO DAY 2009 03 04	5. Date Initiated YR MO DAY 2009 05 05		
6. Synopsis of Accident or Complaint UPC 0 22332 02762 3 The 48 year old consumer and her 48 year old husband purchased a house in Fort Myers, FL in December 2008. The house was built in 2006 but had been unoccupied since 2007. The consumer's 19 year old son, his 19 year old girlfriend and a 20 year old male live in the house. The consumer stated that her son and his friends have experienced severe headaches and sore throats since moving into the house and the home's copper wiring and metal fixtures are corroding. The consumer believes that Chinese drywall was used in the house. MFR/PRVLR NOTIFIED COMMENTS: YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OVERRULED; <input type="checkbox"/> ATTACHED <input type="checkbox"/> EXCISIONS/FOIA EXS. 3, 6, 25C <input checked="" type="checkbox"/> DO NOT RE-NOTIFY <input checked="" type="checkbox"/> RE-NOTIFY <input type="checkbox"/> <i>VUC 4/8/2010</i>				
7. Location (Home, School, etc) 1 - HOME		8. City FORT MYERS		9. State FL
10A. First Product 1876 - House Structures, Repair Or		10B. Trade/Brand Name KNAUF		10C. Model Number 022332 02762 3
10D. Manufacturer Name and Address KNAUF 400 East Walker St. Shelbyville, IN 46176				
11A. Second Product 1876 - House Structures, Repair Or		11B. Trade/Brand Name UNKNOWN		11C. Model Number UNKNOWN
11D. Manufacturer Name and Address BEAZER HOMES U.S.A., INC. 1000 Abernathy Rd Atlanta30328				
12. Age of Victim 19	13. Sex 2 - Female	14. Disposition 1 - Injured, not Hosp.		15. Injury Diagnosis 68 - Poisoning
16. Body Part(s) Involved 85 - ALL OF BODY	17. Respondent 1 - Victim/Complainant	18. Type of Investigation 1 - On-Site		19. Time Spent (Operational / Travel) 14 / 2
20. Attachment(s) 9 - Multiple Attachments		21. Case Source 07 - Consumer Complaint		22. Sample Collection Number
23. Permission to Disclose Name (Non NEISS Cases Only) <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Verbal <input checked="" type="radio"/> Yes for Manuf. Only				
24. Review Date 06/01/2009	25. Reviewed By 9001		26. Regional Office Director Dennis R. Blasius	
27. Distribution Blasius, Dennis; Woodard, Dean; Rose, Blake			28. Source Document Number I0940152A	

All of the information contained in this report was obtained during an on-site interview with the consumer on 5/12/2009. The consumer reported this incident to CPSC via the Internet on 4/6/2009.

The 48 year old consumer (complainant) and her 48 year old husband purchased a foreclosed house in Fort Myers, FL in December 2008. The consumers' purchased the house for their 19 year old son. The consumers' son, his 19 year old girlfriend and his 20 year old college roommate live in the house. The consumer stated that her son and his 20 year old male friend were born and raised in Florida and they have no history of allergies or health problems. The consumer stated that her son's 19 year old girlfriend also has no history of health problems.

The consumer stated that her son and his roommates moved into the house on 1/24/2009. The consumer stated that two or three days after her son moved into the house he began having headaches. The consumer stated however, that since they moved into the house they all have had headaches and sore throats. The 20 year old male has also had a severe sinus infection. The consumer said her son and his girlfriend take over-the-counter medicine for their headaches and sore throats and have not sought medical attention. She said her son's 20 year old friend cannot afford to go to the doctor so he takes over-the-counter medicine for his sinus infections. The consumer stated that her son and his friends feel better when they are away from the house.

The consumer gave her son a six month old dog after he moved into the house. She said the dog is always panting and thirsty. She said because the dog drinks a lot of water, he wets in the house before anyone can let him outside. The consumer checked with the breeder about the dog's behavior and the breeder told her the dog never exhibited these problems before.

The consumer stated that when she visits the house, within 15 minutes her nose starts burning and running and her throat becomes irritated. She said her husband also complains that he has headaches when he is at the house. The consumer stated that she and her husband only experience these problems when they are at her son's house. The consumer said it takes 1 ½ to 2 hours for her to feel better after she leaves the house.

The consumer stated that there was a strange odor in the house when they bought the house, but she said the house had been vacant for a year so she thought the odor was "brand new house smell" or "abandoned house" smell. The consumer said the smell did not go away so she put plug-in air fresheners in the outlets to minimize the odor. The consumer said the house smells like, "drywall paste that never dried." She said the odor is noticeable all the time, and is worse downstairs because its a smaller, more confined area. The consumer said that they painted the living room and two of the bedrooms and had the carpet cleaned when they moved in. She said those were the only changes they made to the house and it did not affect the odor in the house.

The consumer stated that there are two air conditioning units in the house. She said the evaporator coils for one unit had to be replaced on 3/11/2009 and the evaporator coils for the second unit will be replaced on 5/14 or 5/15 because it is low on Freon. The technician noted on the 3/11/2009 service invoice: "FOUND COPPER W's ON OLD COIL BLACKENED VERY BADLY. LEFT COIL WITH CUSTOMER." Refer to a copy of the invoice in Exhibit 19 and photos of the evaporator coil in Exhibit 18.

The consumer stated that the light bulbs in the kitchen, dining room and upstairs bathrooms keep burning out. The consumer said they are on their third set of light bulbs in the kitchens and bathrooms rooms since January. The consumer stated that the water shut off valve beneath the kitchen sink is turning black, the copper wiring in several light switches in living room have turned black, and that there is pitting on the chrome faucets and shower heads in the first floor and second floor bathrooms.

The consumer stated that she first found out about Chinese drywall through an e-mail a neighbor sent to her on 2/26/2009 (exhibit 20). After receiving the e-mail, her husband opened the electrical outlets in their son's house and found the electrical wires were black. The consumer contacted the builder's national warranty center on 3/4/2009 about the possibility that Chinese drywall was in her home. The warranty center sent the consumer an e-mail on 3/4/2009 stating that her request had been forward to a local warranty representative. The local representative contacted the consumer by e-mail on 3/10/2009 requesting that she call him. (Refer to copies of e-mails in exhibit 21).

On 3/16/2009 a representative of the consumer's attorney came to the house and took drywall samples from the first floor bathroom and the first floor guest room. The testing was performed as part of a class action lawsuit filed by her attorney. The consumer said that she could not release the test results to me but she allowed me to review the results. I copied the "Quantitative Results for 00031 Drywall March 16, 2009 15.0 keV@ ev/channel. The quantitative resultd are as follows:

<u>ELE</u>	<u>WEIGHT %</u>	<u>ATOMIC</u>	<u>OXIDE</u>
C	2.56	4.61	9.40 (CO2)
O	49.20	66.34	0.00
Mg	0.56	0.50	0.93 (MgO)
Al	0.15	0.12	0.28 (Al2O3)
Si	0.38	0.29	0.82 (SiO2)
S	20.60	13.86	51.43 (SO3)
Ca	<u>26.55</u>	14.29	<u>37.14</u> (CaO)
Total	100.00		100.00

On 3/23/2009 the builder's representative and an inspector (company name not known) went to the consumer's house and collected samples of drywall for testing. The laboratory testing was performed by Test America, TRC, Nevada, 8395 W. sunset Rd., Suite 190, Las Vegas, NV 89113. The consumer stated that the tests came back negative for sulfur. The consumer stated that the tests came back negative because the samples were tested for sulfite instead of sulfur. Refer to a copy of the test report in Exhibit 22.

On 4/22/2009, the builder sent a letter to the homeowners in the consumer's development about Chinese drywall. The letter stated that the builder was investigating whether or not Chinese drywall was used in the development (exhibit 23). The consumer contacted the builder's representative after she received the letter and was told that additional testing was being conducted on the drywall samples taken from her home. The builder's representative told the consumer that the samples had been placed in a bag with copper piping and they were waiting to see the results.

On 4/23/2009 the consumer held an informational meeting in her home about Chinese drywall in the development. She passed out flyers (exhibit 24) to her neighbors to discuss Chinese drywall in their development.

The consumer stated that she does not have a short term plan to address the drywall problem. She stated that she has joined a class action lawsuit and wants the builder to either remove the Chinese drywall from the house or buy the house back from her.

During my 5/11/09 on-site, I observed and photographed the following: drywall in the first floor closet with yellow and blue labeling (exhibits 1-2). Yellow and blue Strips labeled "KNAUF" found inside a wall of the first floor guest bedroom (exhibits 3-10). Burned out light bulbs in the kitchen and second floor bathroom (exhibits 11-12). Blackened water shut off valve beneath the kitchen sink (exhibit 13). Corroded copper wiring in the living room light switch (exhibits 14). Pitting on chrome faucets and shower heads in the first floor and second floor bathrooms (exhibits 15-16), and the door stops are turning black (exhibit 17).

PRODUCT IDENTIFICATION:

The drywall in the first floor patio bathroom of the house has a blue and yellow label (exhibits 1-2). The manufacturer's name has been torn off the label. Similar labels were found bundled together inside a wall in the first floor guest bedroom when the wall was opened on 3/16/2009 by the consumer's attorney representative. The labels read in part: "CERTIFIED TO ISO 9001 KNAUF STANDARD BOARD FIRE SHEILD***." (Refer to photos 3-10.)

PRODUCT IDENTIFICATION CONT.:

House Structures: (Product Code 1876)
Brand: Knauf
UPC Code: 0 22332 02762 3
Manufacturer: Knauf
400 East Walker St.
Shelbyville, IN 46176

Builder: Beazer Homes U.S.A., Inc.
1000 Abernathy Rd.
Suite 1200
Atlanta, GA 30328
(770) 829-3700

Local Builder Rep Jerry Smith
Beazer Homes
19601 Cypress View Dr.
Fort Myers, FL 33912

Development: Magnolia Lakes
Fort Myers, FL

EXHIBITS:

Exhibits 1- 18 Photographs

Exhibit 19 Copy of 3/11/2009 air conditioner invoice.

Exhibit 20 Copy of 2/26/2009 Chinese drywall e-mail from consumer's neighbor

Exhibit 21 Copies of e-mails between consumer and builder.

Exhibit 22 Test results from Test America, TRC, Nevada,

Exhibit 23 Copy of letter from Beazer Homes to homeowners in the development.

Exhibit 24 Copy of flyer for meeting in consumer's home regarding drywall.

Exhibit 25 Authorization for Release of Name Form

Exhibit 26 Respondent List

Exhibit 27 Consumer Contact List

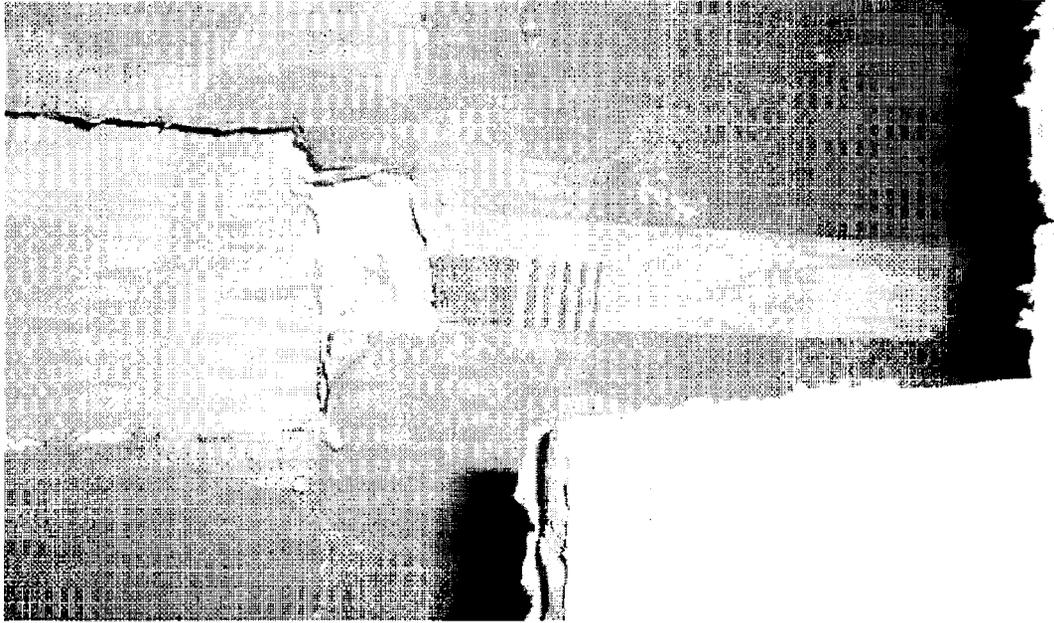


Exhibit 1 - Photograph of drywall inside the first floor patio bath. The manufacturer's name is not visible on the label.

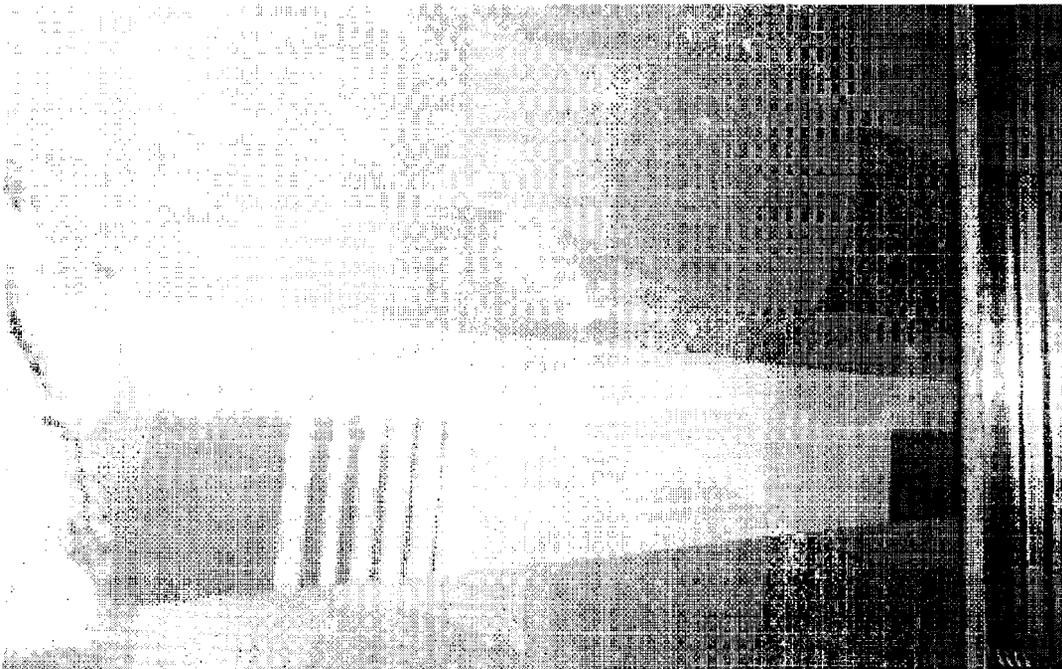


Exhibit 2 - Additional view of exposed drywall inside the first floor patio bath.

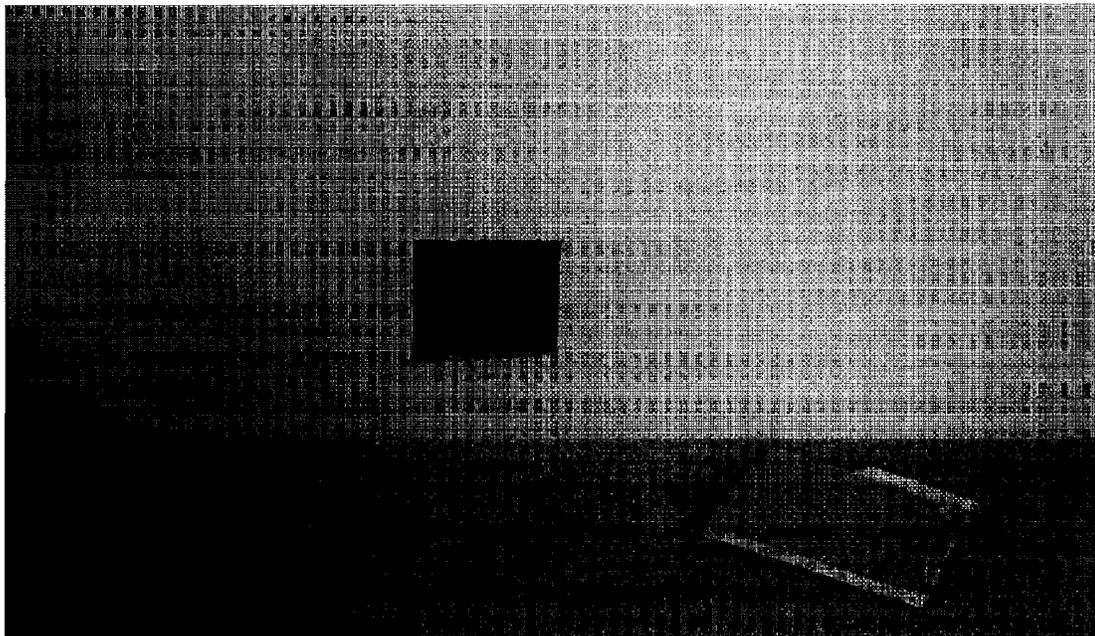


Exhibit 3 - Photograph of an approximately 12 inch x 12 inch square cut into the drywall in the first floor guest bedroom.



Exhibit 4 - Photograph of labeling from drywall found inside the guest bedroom wall.



Exhibit 5 – Closer view of labels from drywall found inside the guest bedroom wall.



Exhibit 6 - The strips were labeled: "CERTIFIED TO ISO 9001 KNAUF STANDARD BOARD FIRE SHEILD***."

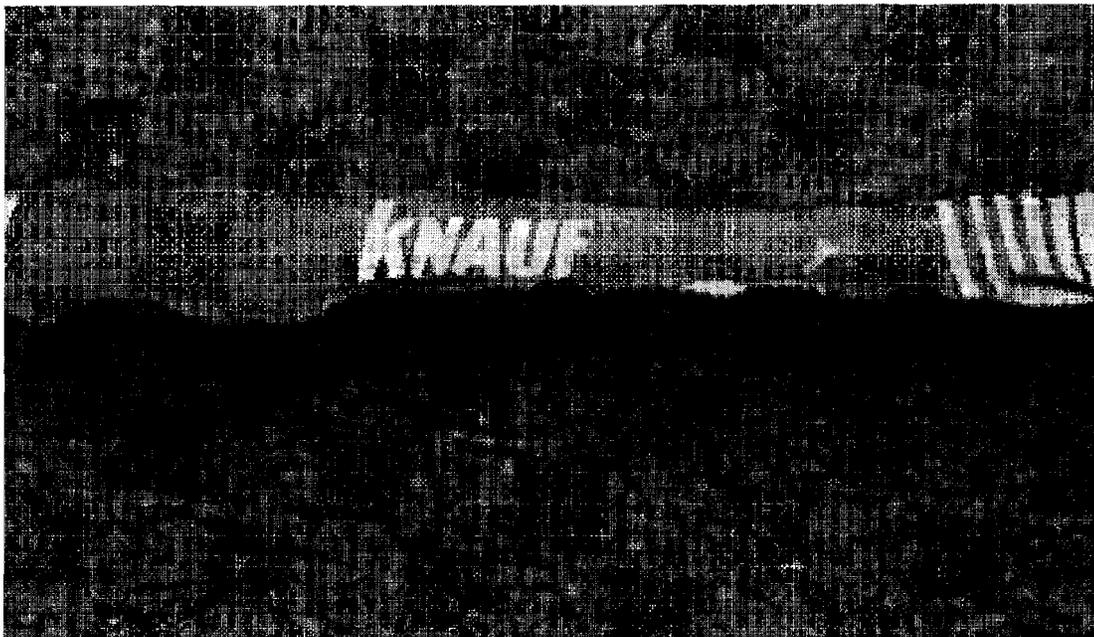


Exhibit 7 – Close up of labeling on the drywall strips in the guest bedroom wall.

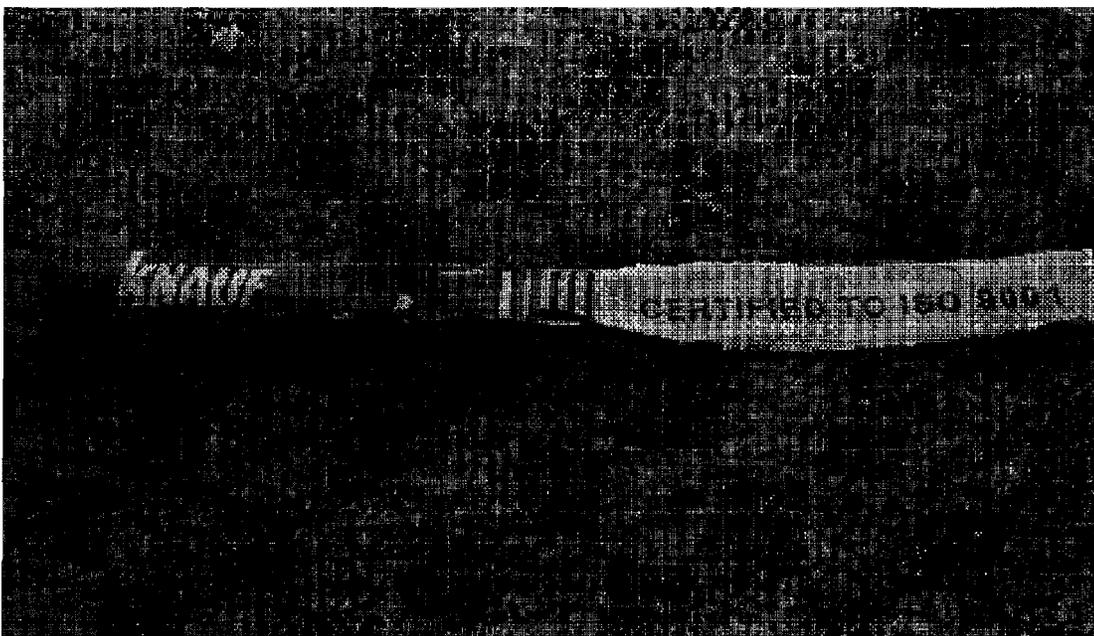


Exhibit 8 – Certification statement on drywall label.



Exhibit 9 – Additional labeling on the drywall strip.

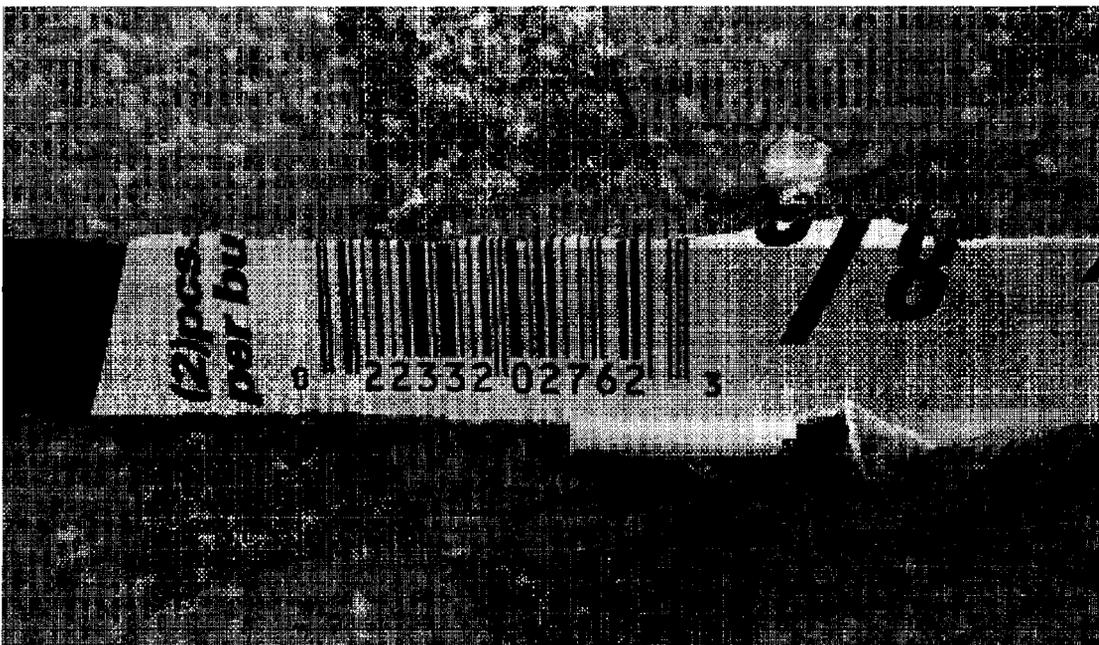


Exhibit 10 – Photograph of the bar code printed on the drywall strips.

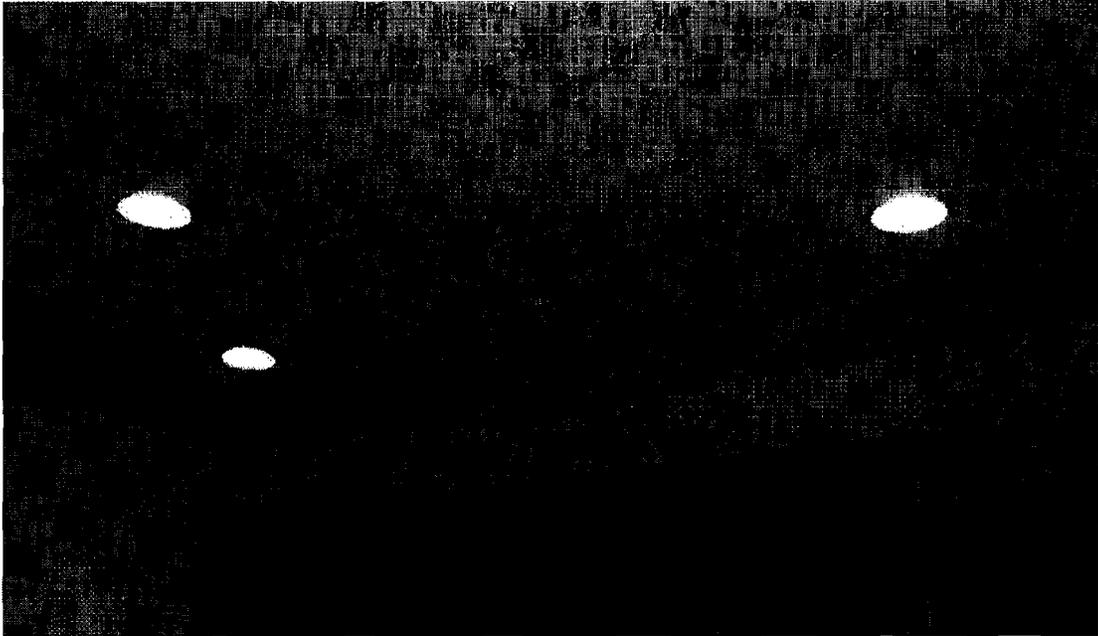


Exhibit 11 – Photo of burned out light bulb in kitchen.

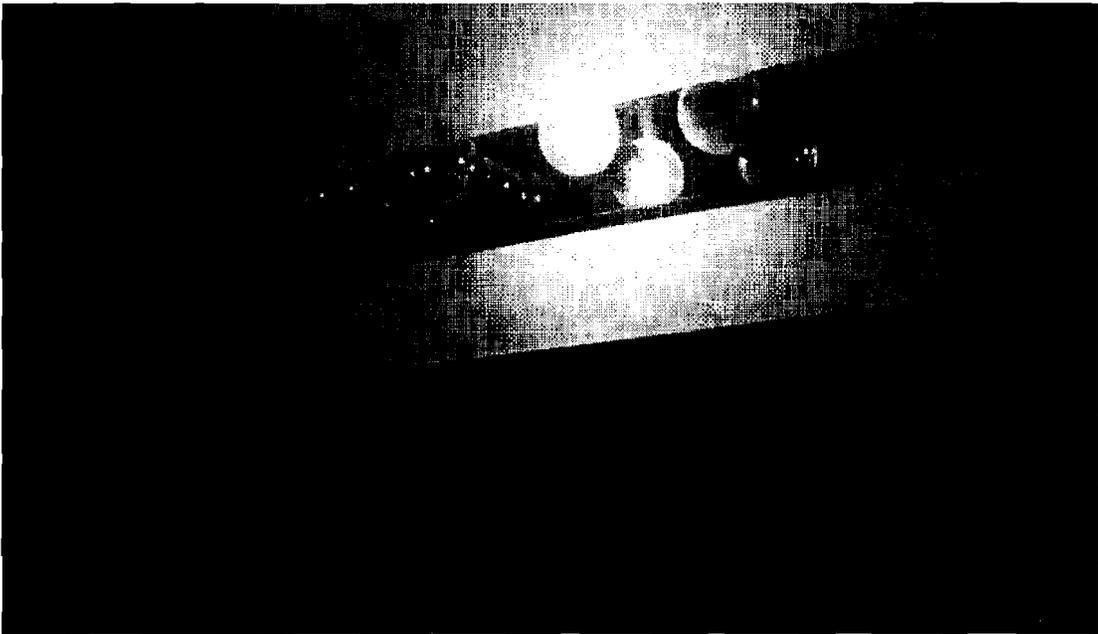


Exhibit 12 – Photograph of burned out light bulbs in second floor bathroom.

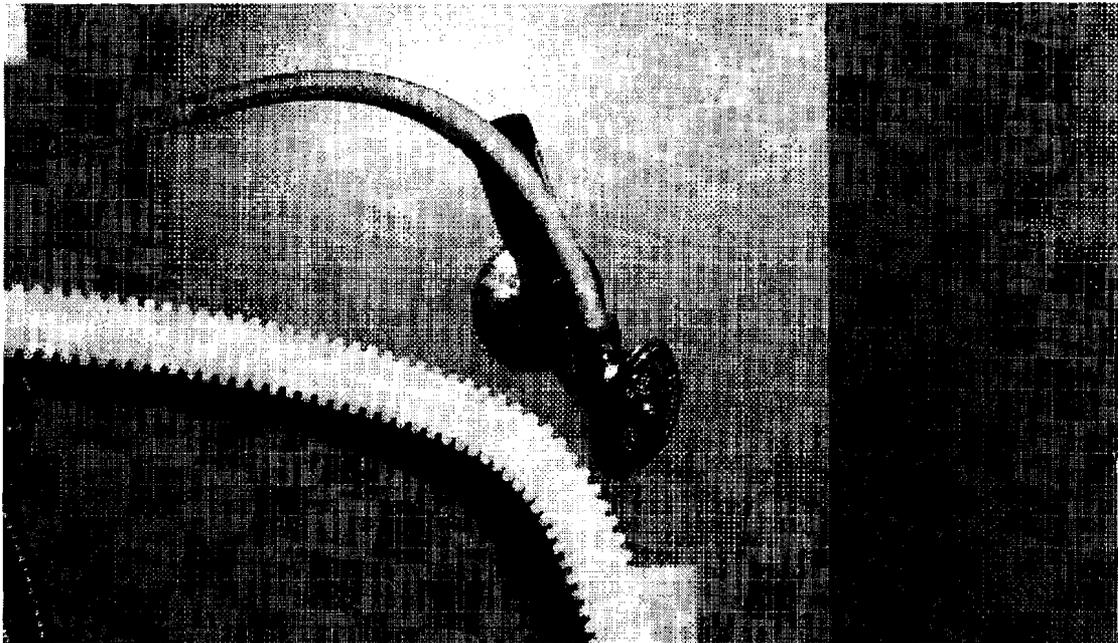


Exhibit 13 - Photograph of blackened water shut off valve beneath the kitchen sink.



Exhibit 14 - Photograph of blackened copper wire inside a light switch in the living room.



Exhibit 15 – Photograph of pitted shower head in first floor bathroom



Exhibit 16 – Photograph of pitted bathtub faucet in second floor bathroom.



Exhibit 17 - Photograph of the blackened door stop inside the first floor guest bedroom.

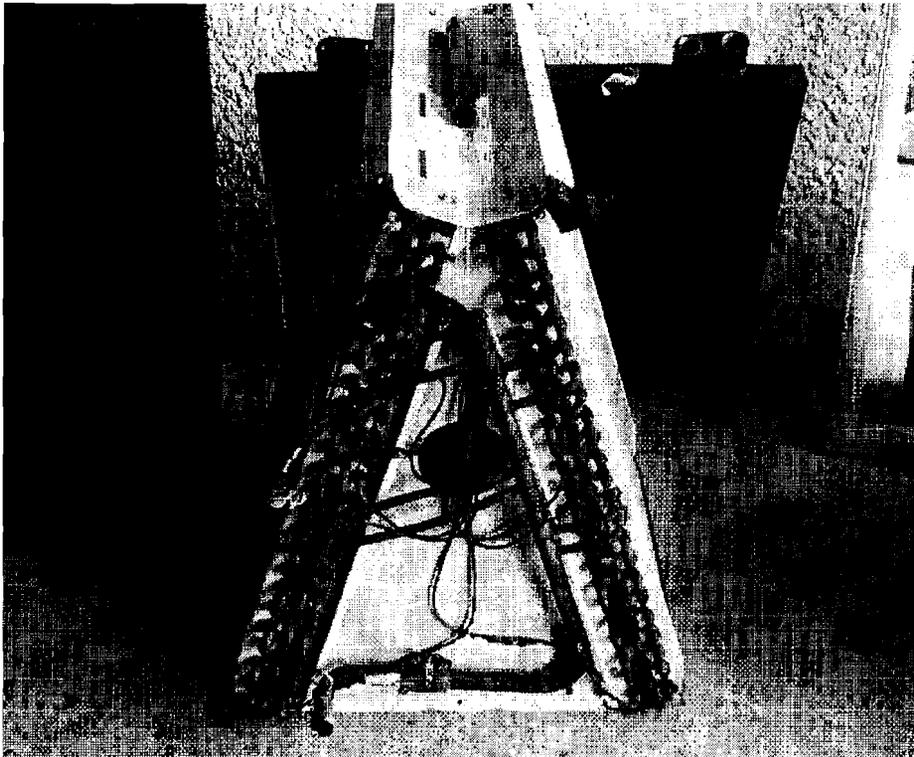


Exhibit 18 - Photo of blackened evaporator coils for air conditioner unit that was replaced on 3/11/2009.

TestAmerica

THE LEADER IN ENVIRONMENTAL TESTING

CHAIN OF CUSTODY

090504CBB1660
Exhibit 19 Page 1 of 1

17461 Denan Ave., #100 Irvine, CA 92614 (949) 261-1022 FAX (949) 260-3297
1014 E. Coaley Dr., Suite A, Colton, CA 92324 (909) 370-4867 FAX (909) 370-1046
9830 South 51st St., Suite B-120, Phoenix, AZ 85044 (480) 785-0049 FAX (480) 785-0851
2520 E. Sunset Rd. #3, Las Vegas, NV 89120 (702) 798-3620 FAX (702) 798-3621

JSC2209 Page 1 of 1

Client Name/Address: TRC Companies, Inc. 8395 W. Sunset Road, Suite 190 Las Vegas, NV 89113			Project / PO Number: Magnolia Lakes Development (b)(3):CPSA Section 25 P.C. Myers, LLC			ANALYSIS REQUIRED							
Project Manager/Phone Number: Teri Lopeman Sampler: <i>Teri Lopeman @ TRC</i> Steven A. Lipson, CIH, CSP			Phone Number: 702.316.1361 Fax Number: 702.307.4222			EPA 9030-S-1-fides							
Sample Description	Sample Matrix	Container Type	# of Cont.	Sampling Date	Sampling Time							Preservatives	Special Instructions
9-1 st fl - Patio Bath	pu	Bag	1	3/23/09	1140	no	x						
10-1 st fl - Guest Bedroom							x						
11- Garage closet							x						
12- Garage closet ceiling							x						
13- 2 nd fl - HALL closet							x						
14- master Bath closet							x				US		
15- 2 nd fl - Guest Bath closet							x						
16- 2 nd fl - Guest Bath closet ceiling							x				3/24/09		
											11:59		
Relinquished By <i>[Signature]</i>			Date/Time: 3/23/09 1530			Received by			Date/Time:			Turnaround Time: (check) Same Day <input checked="" type="checkbox"/> 72 Hours <input type="checkbox"/> SR 3/24	
Relinquished By			Date/Time:			Received by			Date/Time:			24 Hours <input checked="" type="checkbox"/> 5 days <input type="checkbox"/>	
Relinquished By			Date/Time:			Received in Lab by <i>V. Bank</i>			Date/Time: 3/24/09 10:25			48 hours <input type="checkbox"/> normal <input type="checkbox"/> RT Sample Integrity: (Check) <input checked="" type="checkbox"/> Intact <input checked="" type="checkbox"/> On Ice: <input checked="" type="checkbox"/> No Custody Seal: <input checked="" type="checkbox"/> No	

Note: By relinquishing samples to TestAmerica, client agrees to pay for the services requested on this chain of custody form and any additional analyses performed on this project. Payment for services is due within 30 days from the date of invoice. Sample(s) will be disposed of after 30 days.

2030

SmartZone Communications Center Collaboration Suite

(b)(3):CPSA Section
25(c),(b)(6)

Stoney Brook Neighborhood Watch

Thursday, February 26, 2009 7:30:55 PM

From: neighborhoodwatch@stoneybrookgateway.org
To: toback1@aol.com
Reply to: neighborhoodwatch@stoneybrookgateway.org
Sender: neighborhoodwatch@stoneybrookgateway.org

All,

A few quick things,

The Villages of Stoneybrook (the condos right outside of community) have had reports of drug crime that has resulted in a few cars being shot. Please be careful.

We have had a few cars broken into recently due to the owners leaving cars unlocked. Please make sure that you have all of your doors locked, windows secured, and anything outside is properly secured.

In regards to the empty houses in the neighborhood, be aware that they are empty and take time to check them occasionally to make sure they are secured. It does not hurt to clean them up occasionally as it makes them look like they are lived in and less likely to be broken into.

The guard gate is asking all residents to make sure they call in guests ahead of time and please advise your guests that they will have to show ID once they get here.

Finally, in a health related issue at your house, here is some information about the Chinese Drywall issue as it has been found in someone's home in the neighborhood.

If you have taken the time to check the back of your drywall at the access panel, you better CHECK AGAIN!

On Sunday afternoon, I decided to check the drywall in the attic area. I found around the access door that the drywall was made in the United States, and then decided to spot-check the rest of the area. I kept finding the drywall from the United States, until I was about halfway through the attic. Starting around our air-handlers, I found the KNAUF drywall. I decided to check the entire area, because of the blackening of the copper tubing at both air-handlers, plus the fact that my children always seem to feel ill, as if they were coming down with something, and I have felt the same way.

The only area that there is any blackening of the electrical wiring is near the access panel, and that is where the wiring touches the insulation paper.

Online reading revealed that the Florida Dept of Health

<http://www.doh.state.fl.us/environment/index.htm> was investigating the complaints about the Chinese Drywall.

I called the Lee County Health Department's Environmental Office @

239-690-2100, and was able to file a complaint over the phone. I was then

referred to an individual who works for the State, deals with the air in the

home, and will follow-up on my complaint. <http://www3.lee.gov.com/healthdept/>

Here is a list of indoor air quality inspectors from the Lee County Website

<http://www.doh.state.fl.us/environment/community/indoor-air/localcontacts.htm>

The Lee County Contact is on this list Bob Kallotte, of Sarasota.

If you Google Chinese Drywall, you will come up with a lot of information,

including this class action lawsuit

[http://www.bizjournals.com/southflorida/stories/2009/02/02/daily28.html?ana=](http://www.bizjournals.com/southflorida/stories/2009/02/02/daily28.html?ana=from_rss)

[from_rss](#)

For the most information at the website I first mentioned regarding what to

look for, and what to do. They also have downloads and videos for you

<http://chinesedrywallclaims.com> Mr. Serpe is a member of this organization

which helps people find lawyers. In a quote from his website, "He is listed

in The Best Lawyers in America (r), and has received an AV rating from

Martindale-Hubbell law directory, which is the highest given. He has been

named a "Super Lawyer" - among the top 5 percent of lawyers in Virginia - by

Virginia Super Lawyers Magazine."

<http://www.martindale.com/Find-Lawyers-and-Law-Firms.aspx>

If you find that you do have this drywall, document it with digital photos.

The reason I recommend digital is because you can see the image immediately,

and you can tell if you have correctly photographed what it is that you want

to see. If you don't have exactly what you need to see, you can correct

your exposure, and take another image immediately. Remember that every

image you take is digitally stamped with the date and time, so make sure

your camera's clock and date are set.

When you check in your attic, make sure you wear long pants, a long sleeve shirt, a hat and also a face-mask to keep the fiberglass fibers from entering your mouth, throat and lungs. The proper clothes will protect your skin. If you do get fiberglass in your skin, wash gently with cool water, as it can become embedded in your skin and cause you to itch.

Please recheck the health issues that may result from this and make sure you document those as well if you or your children are suffering from them.

<http://chinesedrywallclaims.com/>

Here is the latest information I have regarding the Chinese Drywall, February 26, 2009.

On February 22, 2009, I found some of this drywall with the name KNAUF, stamped on the back of it, in my attic area, located above the air handlers. I noted that there were two kinds of drywall in my attic, one from an American Company, and the other from KNAUF.

On February 23, 2009, I called the Lee County Health Department at 239-690-2100, and filed a report over the phone. I was then given the number of and called Bob Kallotte, from Sarasota, who is an "Indoor Air Expert," and supplied the phone number 941-861-6059. I called this number and left a message for Mr. Kallotte to contact me at my home phone number. He did call, late in the afternoon, and left a message for me, so I called him around 8:00 AM the following day and was able to speak with him.

On February 25, 2009, I called and spoke with Bob Kallotte, who works for the Florida Department of Health, as a "Local Indoor Air Quality Contact."

He explained about the drywall problems and stated that they were process of investigating it, and took a report from me. He told me that one of the ways to see if you have the damage is to check the side of the coils in the air handlers, by removing the front panel. If the coils were brown or copper colored, there was no problem, but if they were black, there was a problem. I later did so, and found that the sides of the coils in both of the air handlers were black, and I took a series of photographs of both of the coils, from Air Handler 1, and Air Handler 2. My Air Handler 2 was replaced in March 2008, under warranty. Bob receives over 30 calls per day regarding this problem, so he is very busy. It would be worth your while to make your call early in the morning.

Bob Kallotte further explained that having a smell does not mean that you have a problem. He has inspected homes with a strong odor, without any problems. He has also inspected homes with no odor and found major problems. Not only can the coils become damaged on the air conditioners, but the electrical wiring in your home can become damaged as well. As an example, he explained that the GROUND WIRE used in all the electrical connections, can corrode causing whatever is plugged into a wall outlet, or ceiling fixtures, can short out and pass along a shock to an individual.

Bob further stated that this was initially thought to be a "local" problem as in Florida, but they are finding out that these problems are also occurring in other states as well, so the Federal Government has become involved.

Bob Kallotte took a report over the phone, and he represents the Florida Department of Health. During this process, he asked me if I was filing the report for health reasons, or legal reasons. If you file for health

reasons, your information will be kept private. If you file for legal reasons, your information will become public and you may wind up being swamped with calls from lawyers and others. He also does not give any legal advice as to what you should do after this. He did explain that if I found the problem, to do the following, which I did.

Call the Florida Department of Agriculture at 1-800-435-7352 and notify them.

From there I was directed to Consumer Product Safety Commission at 1-800-638-2772. The recorded messages directed me to extension 3, to report an unsafe product, as that was the closest extension to my problem. I filed a report there and was told that someone would call me to follow-up on the problem.

My next call was to the State Attorney General at 1-866-966-7226, and filed a verbal report and was told that I would be contacted at a later date if more information was needed.

I documented all of this with names, phone numbers etc., and typed out my own report and am keeping that in my computer.

My research on the internet revealed that Lennar has filed a lawsuit with the company that makes the drywall. The research also revealed that Lennar is also making the repairs. I do not know if you need to be the original owner of the house or not, or if you rent the property. There are class action lawsuits already filed regarding this, and there are several firms that have done this; some are in the Miami area, and one is in our area. You can google a search, and I did with the topic of "news press chinese

drywall fort myers florida" which produced a number of items, including
following link:

http://www.fortmyers.com/drywall-fort-myers-florida.html

SmartZone Communications Center Collaboration Suite

(b)(3):CPSA Section 25
(c),(b)(6)

Beazer Confirmation Email

Wednesday, March 04, 2009 2:42:28 PM

From: reply@beazer.com

To: kcgnc@comcast.net



Beazer Homes

(b)(3):CPSA Section
25(c),(b)(6)

Thank you for contacting Beazer Homes where we provide a higher measure of service. We appreciate you taking the time to submit your concern via our website. A service request will be sent to your field representative. Within the next two business days a field representative will contact you to schedule an appointment to review your concern.

Our normal business hours are Monday through Friday 8:00am to 9:00pm Eastern. If your request was sent beyond normal business hours or on a holiday, a field representative will contact you within the next two business days.

We have noted that you have some specific feedback regarding your new home purchase and we will make every effort to help you find the answers you are seeking.

1. Chinese Drywall

If this is an emergency and after normal business hours, please call (866) 823-2937 to expedite your service need.

If this is not a Warranty issue, please contact your local Division office for the appropriate department.

This is an automated response; please do not reply to this email.

Beazer Homes,
A Higher Measure of Home

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SmartZone Communications Center Collaboration Suite

(b)(3):CPSA Section

Tuesday, March 10, 2009 1:36:05 PM

RE: Customer Care Request

From: jersmith@beazer.com

(b)(3):CPSA Section 25
(c),(b)(6)

t me at 239-561-5042. Thx.

Jerry G. Smith
Ft. Myers Division
Beazer Homes, Inc.USA
Phone 239-561-5042
Fax 239-561-2440
E-mail jersmith@beazer.com

-----Original Message-----

From: NationalWarranty ContactCenter
Sent: Wednesday, March 04, 2009 3:24 PM
To: Jerry Smith
Subject: FW: Customer Care Request

Jerry,

Please find email below regarding Chinese Drywall. No request has been created at this time. When addressed please update the Pivotal system or call/email the NWCC with an update and we can update the system.

Thanks and have a great day.

H/O Name
Lot/Sub
Address
Ph #s

Thank you from the Beazer Homes
National Warranty Contact Center
<http://www.beazer.com/>
SAO

-----Original Message-----

From: NationalWarranty ContactCenter
Sent: Wednesday, March 04, 2009 1:21 PM
To: 'kcgnc@comcast.net'
Subject: RE: Customer Care Request

Ms (b)(3):CPSA Section 25

Thank you for contacting Beazer Homes. We appreciate you taking the time to submit your concerns via our website. Our sources are limited and many times our files are kept off site. In an effort to assist you we have forwarded your inquiry about Chinese Drywall to your Division Ambassador. They will contact you if they locate additional information regarding your request.

Thank you from the Beazer Homes
National Warranty Contact Center
<http://www.beazer.com/>
SAO

-----Original Message-----

From: kcgnc@comcast.net [mailto:kcgnc@comcast.net]
Sent: Wednesday, March 04, 2009 12:42 PM
To: NationalWarranty ContactCenter
Subject: Customer Care Request

The following Customer submitted a Warranty Information request from Beazer.com

(b)(3):CPSA Section 25(c),(b)(6)

Name:
Email:
Address:
City:
State:
Zip: 33913

Community: magnolia lakes
Lot:
Closing Date:
Phone:

Please contact me by Email.
I am the 2nd owner for the home.
I am most available on Tuesday in the Mornings.

Items to be addressed:

Chinese Drywall

TestAmerica

THE LEADER IN ENVIRONMENTAL TESTING

17461 DeSoto Avenue, Suite 100, Irvine, CA 92614 (949) 261-1022 Fax: (949) 260-3297

LABORATORY REPORT

Prepared For: TRC, Nevada
8396 W. Sunset Road, Suite 190
Las Vegas, NV 89113
Attention: Teri Lopeman

Project: Magnolia Lakes Department
Magnolia Lakes Development

Sampled: 03/23/09
Received: 03/24/09
Issued: 03/25/09 15:03

NELAP #01108CA California, ELAP #2706 CSDLAC #10256 AZ #AZ0671 NV #CA01501

The results listed within this Laboratory Report pertain only to the samples tested in the laboratory. The analyses contained in this report were performed in accordance with the applicable certifications as noted. All soil samples are reported on a wet weight basis unless others are noted in the report. This Laboratory Report is confidential and is intended for the sole use of TestAmerica and its client. This report shall not be reproduced, except in full, without written permission from TestAmerica. The Chain of Custody, 1 page, is included and is an integral part of this report.

This entire report was reviewed and approved for release.

SAMPLE CROSS REFERENCE

LABORATORY ID	CLIENT ID	MATRIX
ISC2209-01	9-1st fl-Patio Bath	Solid
ISC2209-02	10-1st fl-Guest Bedroom	Solid
ISC2209-03	11-Garage closet	Solid
ISC2209-04	12-Garage closet ceiling	Solid
ISC2209-05	13-2nd floor HVAC closet	Solid
ISC2209-06	14-Master bath closet	Solid
ISC2209-07	15 2nd fl guest bath closet	Solid
ISC2209-08	16-2nd fl guest bath closet ceiling	Solid

Reviewed By:

TestAmerica Irvine

Kathleen A. Robb For Sushmitha Reddy
Project Manager

TestAmerica

THE LEADER IN ENVIRONMENTAL TESTING

1716 Dyer Avenue, Suite 100, Irvine, CA 92614 (949) 261-1022 Fax (949) 260-3297

TRC, Nevada 8393 W. Sunset Road, Suite 190 Las Vegas, NV 89113 Attention: Teri Lopoman	Project ID: Magnolia Lakes Development Magnolia Lakes Development Report Number: ISC2209	Sampled: 03/23/09 Received: 03/24/09
---	--	---

INORGANICS

Analyte	Method	Batch	Reporting Limit	Sample Result	Dilution Factor	Date Extracted	Date Analyzed	Date Qualifiers
Sample ID: ISC2209-01 (9-1st fl-Patio Bath - Solid)								
Reporting Units: mg/kg								
Sulfide	EPA 9034	9C24090	10	ND	1	3/24/2009	3/24/2009	
Sample ID: ISC2209-02 (10-1st fl-Guest Bedroom - Solid)								
Reporting Units: mg/kg								
Sulfide	EPA 9034	9C24090	10	ND	1	3/24/2009	3/24/2009	
Sample ID: ISC2209-03 (11-Garage closet - Solid)								
Reporting Units: mg/kg								
Sulfide	EPA 9034	9C24090	10	ND	1	3/24/2009	3/24/2009	
Sample ID: ISC2209-04 (12-Garage closet ceiling - Solid)								
Reporting Units: mg/kg								
Sulfide	EPA 9034	9C24090	10	ND	1	3/24/2009	3/24/2009	
Sample ID: ISC2209-05 (13-2nd floor HVAC closet - Solid)								
Reporting Units: mg/kg								
Sulfide	EPA 9034	9C24090	10	ND	1	3/24/2009	3/24/2009	
Sample ID: ISC2209-06 (14-Master bath closet - Solid)								
Reporting Units: mg/kg								
Sulfide	EPA 9034	9C24090	10	ND	1	3/24/2009	3/24/2009	
Sample ID: ISC2209-07 (15-2nd fl. guest bath closet - Solid)								
Reporting Units: mg/kg								
Sulfide	EPA 9034	9C24090	10	ND	1	3/24/2009	3/24/2009	
Sample ID: ISC2209-08 (16-2nd fl. guest bath closet ceiling - Solid)								
Reporting Units: mg/kg								
Sulfide	EPA 9034	9C24090	10	ND	1	3/24/2009	3/24/2009	

TestAmerica Irvine

Kathleen A. Robb For Sushmita Reddy
Project Manager

The results pertain only to the samples tested in the laboratory. This report shall not be reproduced, except in full, without written permission from TestAmerica.

ISC2209 <Page 2 of 3>

TestAmerica

THE LEADER IN ENVIRONMENTAL TESTING

17861 Duran Avenue, Suite 100, Irvine, CA 92614 (949) 261-1022 Fax: (949) 260-3297

TRC, Nevada 8395 W. Sunset Road, Suite 190 Las Vegas, NV 89113 Attention: Teri Logeman	Project ID: Magnolia Lakes Department Magnolia Lakes Development Report Number: ISC2209	Sampled: 03/23/09 Received: 03/24/09
---	---	---

METHOD BLANK/QC DATA

INORGANICS

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Data Qualifiers
Batch: 9C24090_Extracted: 03/24/09										
Blank Analyzed: 03/24/2009 (9C24090-BLK1)										
Sulfide	ND	10	mg/kg							
LCS Analyzed: 03/24/2009 (9C24090-BS1)										
Sulfide	104	10	mg/kg	112		93	80-120			
Matrix Spike Analyzed: 03/24/2009 (9C24090-MS1)										
Sulfide	98.0	10	mg/kg	112	ND	86	70-130			
Matrix Spike Dup Analyzed: 03/24/2009 (9C24090-MSD1)										
Sulfide	93.0	10	mg/kg	112	ND	86	70-130	0	30	

03/24/09 11:11

TestAmerica Irvine

Kathleen A. Robb For Sushmitha Reddy
Project Manager

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THE LEADER IN ENVIRONMENTAL TESTING

17461 Deegan Avenue, Suite 100, Irvine, CA 92614 (949) 261-1022 Fax: (949) 260-3297

TRC, Nevada 8395 W. Sunset Road, Suite 190 Las Vegas, NV 89113 Attention: Teri Lopeman	Project ID: Magnolia Lakes Department Magnolia Lakes Development Report Number: ISC2209	Sampled: 03/23/09 Received: 03/24/09
---	---	---

DATA QUALIFIERS AND DEFINITIONS

- ND Analyte NOT DETECTED at or above the reporting limit or MDL, if MDL is specified
- RPD Relative Percent Difference

TestAmerica Irvine

Kathleen A. Robb For Sushmitha Reddy
Project Manager

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TestAmerica

THE LEADER IN ENVIRONMENTAL TESTING

17461 Dennis Avenue, Suite 100, Irvine, CA, 92614 (949) 261-1022 Fax: (949) 260-3297

TRC, Nevada
8395 W. Sunset Road, Suite 190
Las Vegas, NV 89113
Attention: Teri Lopeman

Project ID: Magnolia Lakes Department
Magnolia Lakes Development
Report Number: ISC2209

Sampled: 03/23/09
Received: 03/24/09

Certification Summary

TestAmerica Irvine

Method	Matrix	Nelac	California
EPA 9034	Solid		X

Nevada and NELAP provide analyte specific accreditations. Analyte specific information for TestAmerica may be obtained by contacting the laboratory or visiting our website at www.testamericainc.com



EM Paul ...

TestAmerica Irvine

Kathleen A. Robb For Sushritha Reddy
Project Manager

The results pertain only to the samples tested in the laboratory. This report shall not be reproduced, except in full, without written permission from TestAmerica.



April 22, 2009

Dear Beazer Homeowner,

A few homeowners in the Magnolia Lakes community have contacted Beazer with concerns that Chinese drywall may have been installed in their homes. As you may already be aware, certain drywall imported from China has been alleged to cause corrosion to copper materials and possibly create an odor in the affected home. This issue has received significant attention in the south Florida region over the past few months. Since first receiving complaints, Beazer has been working with professionals retained by the Company and, through them, state agencies to determine the exact nature of the issue. At this point, Beazer is investigating whether problematic drywall is present in homes at Magnolia Lakes.

Beazer stands behind its homes and its homeowners, and customer service remains our top priority. We remain committed to addressing construction-related issues and we pledge to take the steps necessary to properly investigate and if the matter is determined to be Beazer's responsibility, to resolve the problem. If you have any particular concerns with your home, please contact me at (239) 561-5042. At this point, we cannot say with certainty what that resolution will be but we are diligently pursuing the matter and will be in frequent communication.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Smith".

Jerry Smith
Builder
Beazer Home Corp. – Florida Division

CHINESE DRYWALL

Does your home have Chinese Drywall?

Come to an informative meeting at 13269

Little Gem Circle Thursday Evening at
Apr. 1 23rd 2009

7:00pm.

Together we can fight for our homes to be repaired. Homes that Beazer homes deny have Chinese Drywall.

We believe that we have someone who can help you accomplish that. Come and listen to what they can do for you. **There is no obligation and no cost** to listen to our team of Attorneys who will fight for you.

Rsvp : 239-826-7247

U.S. Consumer Product Safety Commission

AUTHORIZATION FOR RELEASE OF NAME

Thank you for assisting us in collecting information on a potential product safety problem. The Consumer Product Safety Commission depends on concerned people to share product safety information with us. We maintain a record of this information, and use it to assist us in identifying and resolving product safety concerns.

We routinely forward this information to manufacturers and private labelers to inform them of the involvement of their product in an accident situation. We also give the information to others requesting information about specific products. Manufacturers need the individual's name so that they can obtain additional information on the product or accident situation.

Would you please indicate on the bottom of this page whether you will allow us to disclose your name? If you request that your name remain confidential, we will of course, honor that request. After you have indicated your preference, please sign your name and date the document on the lines provided.

I request that you do not release my name. My identity is to remain confidential.

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

You may release my name to the manufacturer and to the public.

(b)(3):CPSA Section 25(c),(b)(6)

(Date)

5-12-09^{RC}



IDI # 090504CBB1660
Exhibit 26

RESPONDENT LIST:

1. (b)(3):CPSA Section 25(c),(b)(6)

The consumer was initially contacted on 5/5/2009.



IDI # 090504CBB1660

Exhibit 27

CONSUMER CONTACT LIST:

(b)(3):CPSA Section
25(c),(b)(6)

Homeowner, Magnolia Lakes, Fort Myers, FL reported problems associated with Chinese drywall to:

1. Beazer Homes U.S.A., Inc.
1000 Abernathy Rd.
Suite 1200
Atlanta, GA 30328
(770) 829-3700
2. Jerry Smith
Beazer Homes
19601 Cypress View Dr.
Fort Myers, FL 33912
3. Ervin A. Gonzalez, Attorney
Colson Hicks Eidson
255 Aragon Ave
Coral Gables, FL 33134
(395) 476-7400
Ervin@Colson.com
www.ErvinGonzalez.com

04/06/2009 17:35:11

Name = (b)(3):CPSA Section 25(c),(b)(6)
 Address =
 City = F
 State =
 Zip = 33
 Email =
 Telephone
 Name of
 Victim's

Victim's City = Fort Myers

Victim's State = Florida

Victim's Zip = 3391

Victim's Telephone = (b)(3):CPSA
 Section 25(c),(b)(6)

Incident Description = Chinese Drywall in Beazer Built home. We recently discovered on March 4 2009 tht Our home that we purchased on Jan 22nd 2009 has been built with Chinese drywall. I can not be at the home for more than an 1/2 hour before I get a sore throat and nose. My son and roommates get a very bad headaches and sinus infections. There is also a dog that he has and is having breathing problems. We can not move on our own because the home was paid for with cash therefore there is no money for renting somewhere else. They are forced to live in this home until something is done to repair the problem.

Victim's age at time of incident = 19

Victim's sex = male

Date of incident = 3/4/09

Product involved = Chinese Drywall

Product brand name/manufacturer = unknown

Manufacturer street address = unknown

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 = a/c coil, light bulbs burning out, bad smell ,

Date product purchased = 2006

Product involved still available = yes

Have you contacted the manufacturer = no

If not, do you plan to contact them = yes

Name Release = Release name to manufacturer only

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

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.

(b)(3):CPSA Section 25(c),(b)(6)

4-13-09
Date

I request

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.

This investigation was initiated during an indoor air sampling study conducted by CPSC and Environmental Health and Engineering (EH&E). The consumer, a 66 year old male, submitted a Consumer Incident Report via the internet regarding imported drywall from China. Information for this report was gathered during an on-site interview with the consumer. During this interview employees from EH&E conducted in-door air sampling tests to include in the on-going study.

The house was completed and the consumer and his wife moved in on July 13, 2006. The house is 2,900 square feet and was built using wood studs. The house contains four bedrooms, an office, and three and a half bathrooms. The bedrooms are carpeted. The office, living room, dining room, hallway, and half bathroom have hardwood flooring. There is ceramic tile in the kitchen breakfast area, bathrooms, and 2nd hallway. With the exception of the stove and fire place, which use natural gas, all of the appliances in the house are electric.



In November 2008 the consumer completed the “unfinished” room on the second floor. He added carpeting, painted the walls, and completed the bathroom. He did not have to install drywall. There has been no additional drywall added or replaced in the house since being built.

The consumer and his wife moved into the house on the same day, however, she has not experienced any health issues. The consumer’s wife has a history of allergies and asthma, but neither has become more of a problem since moving into the house. The consumer began to experience unexplainable health issues in September 2006. These symptoms would come and go sporadically. The consumer experiences sinus infections, nose bleeds, headaches, red/watery eyes, leg cramping, weakness in his calves, and overall aches and pains. During the same time that the symptoms began occurring he began using a Continuous Positive Airway Pressure (CPAP) machine for sleep apnea. He attributed the symptoms to the use of the CPAP machine. The consumer reported that he has never experienced these health issues prior to moving in the house. The consumer has consulted with his primary physician and sleep disorder physician. He has been prescribed nasal sprays and antibiotics. He has also had x-rays taken to confirm his

infections. He is not taking the medications regularly; he takes them when he begins to feel the symptoms returning. He maintains regular visits with his physicians. The consumer can provide medical documentation if necessary. If the consumer leaves the house for one to two days the symptom lessens, but within one to two days of returning to the house the symptoms return. There are no pets in the house.

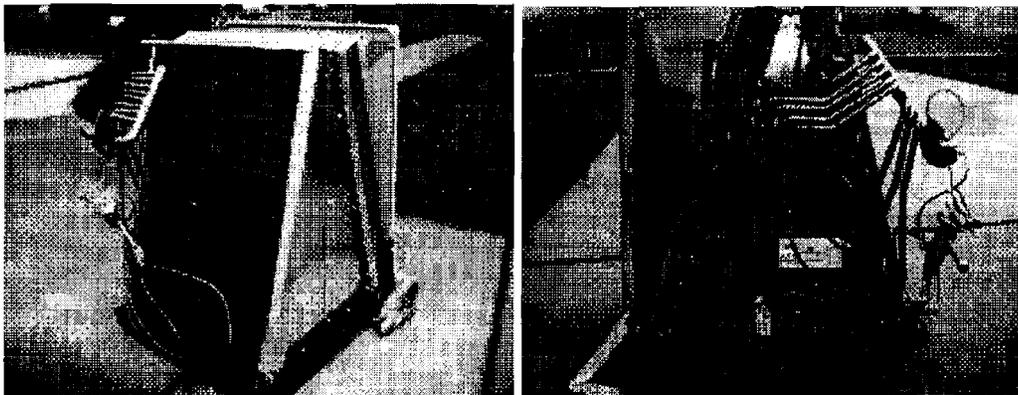
The first problem the consumer noticed after moving into the house was on September 11, 2006, when the air conditioning unit stopped working for the first time. He believed that this was unusual for a new home. The consumer noticed an unusual odor within the first month of living in the house and he describes the odor as a "grassy hay" odor. The odor is strongest in enclosed areas, when the house is closed up for a long period of time, and/or if the temperature in the house is warm. The odor is strongest in the stairway, the closet in the room on the second floor, the closet under the stairs, the coat closet, and the half bathroom.

The consumer has experienced electrical appliances not working properly or unexpectedly stopped working since moving into the house. In July 2007, the heating element in the oven stopped working. The appliance was still under warranty and was replaced. The service repairman did not give any reason for the failure, but stated that it was unusual because the oven was new. On August 20, 2007 the consumer purchased a coffee maker, and April 13, 2009 the digital display unexpectedly stopped working. The consumer contacted the manufacturer and the coffee maker was replaced. The consumer has noticed recently that the digital display on the oven at times reads "PF" (power failure) and has to be reset.

The consumer has experienced problems with the air conditioning unit. Refrigerant has been added approximately three or four times for each of the failed evaporator coils that have been installed. The consumer has had six evaporator coils installed and is currently on his seventh, which has a protective coating. The consumer provided a list of the fail dates for the six evaporator coils and service invoices from the air conditioning company (Exhibit 2). The coils were replaced under warranty, but as of November 2008 the manufacturer has terminated the extended warranty, citing that the unit is in a corrosive environment. The consumer has been in contact with the manufacturer and has asked for an explanation regarding the reasoning for termination. The communication between the manufacturer and the consumer is included as Exhibit 3. The photographs below were provided by the consumer and show the sixth coil that was replaced with the current coil that is coated.



Photographs show the sixth evaporator coil that unexpectedly stopped working.

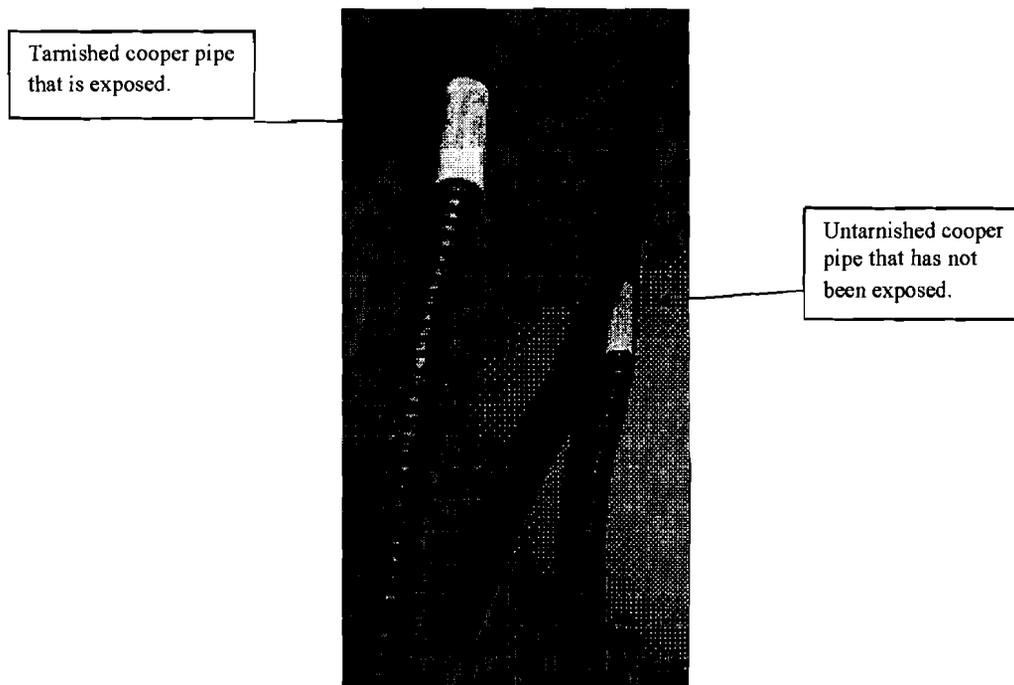


Photographs show the seventh evaporator that has a protective coating.

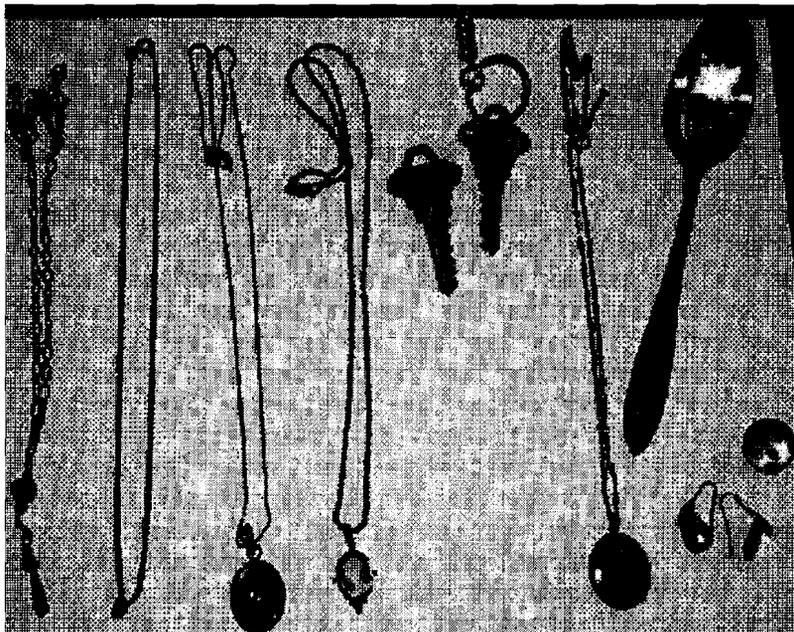
On a consistent basis the consumer reported that he does not experience the following: flickering lights, sizzling or buzzing, and/or an unusual odor in the vicinity of a receptacle, switch, or light fixture. The consumer has experienced the circuit breaker for the air conditioning fan in the attic tripping and the GFCI receptacle in the laundry needing to be reset frequently. He has noticed that some of the light switches spark when turning the lights on, and the dimmer in the breakfast area is warm to the touch.

The consumer has noticed signs of blackening, corrosion, or pitting on visible metal parts throughout the house. The consumer has placed pieces of copper wire around the house and has noticed that all of the pieces have blackened over time. Ground wire in several receptacles and switches has corroded. The consumer's wife has had silver jewelry tarnish. She has attempted to clean the jewelry, but over time she noticed that the pieces turn black again. The consumer has not had any problems with the smoke alarms in the house. Photographs below show signs of the corrosion.

090826CBB2872

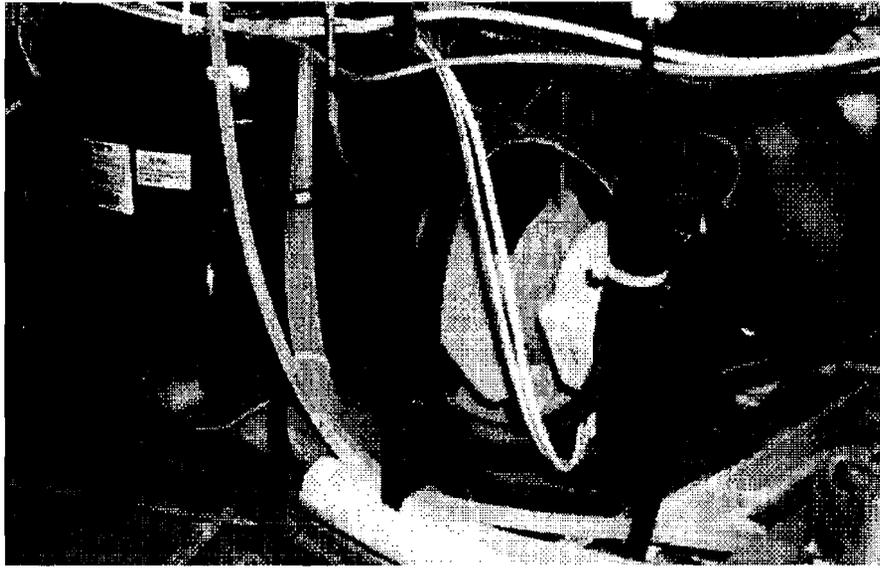


Photograph shows a tarnished copper pipe from the water heater that is next to an untarnished cooper pipe that was protected by a sleeve.

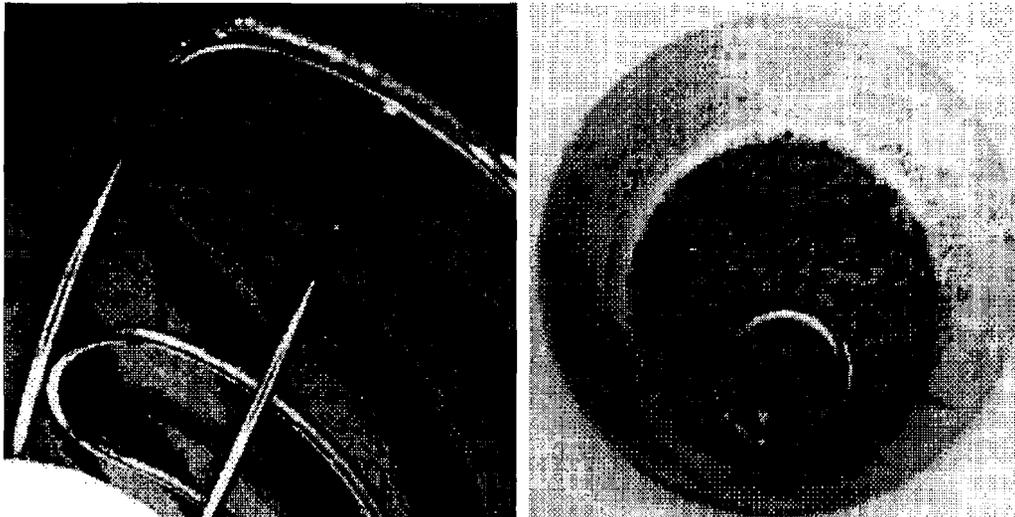


Photograph shows tarnished jewelry, silverware and key. The key on the left side is kept on the top of a door frame inside the house and is tarnished. The key on the right side is not exposed to the air in the house and is not tarnished.

090826CBB2872



Photographs shows blackened cooper pipes behind the refrigerator.



Photograph shows a pitted toilet paper holder and a pitted door lock.



Photo shows a piece of cooper the consumer placed in the master bath that has blackened over time.



Photo shows a corroded ground wire in a receptacle.

The consumer contacted his builder for the first time on November 25, 2008 regarding the issues he has experienced in the house. The builder made attempts to contact the company that they purchased the drywall from, but was directed to attorneys and never given answers.

On March 30, 2009, an electrician was sent by the builder to examine the house. The electrician informed the consumer that the cooper wiring throughout the house was corroded. A consulting firm working on behalf of the drywall manufacturer examined the house and performed a moisture check and examined electrical outlets. The consumer was not given a copy of the findings.

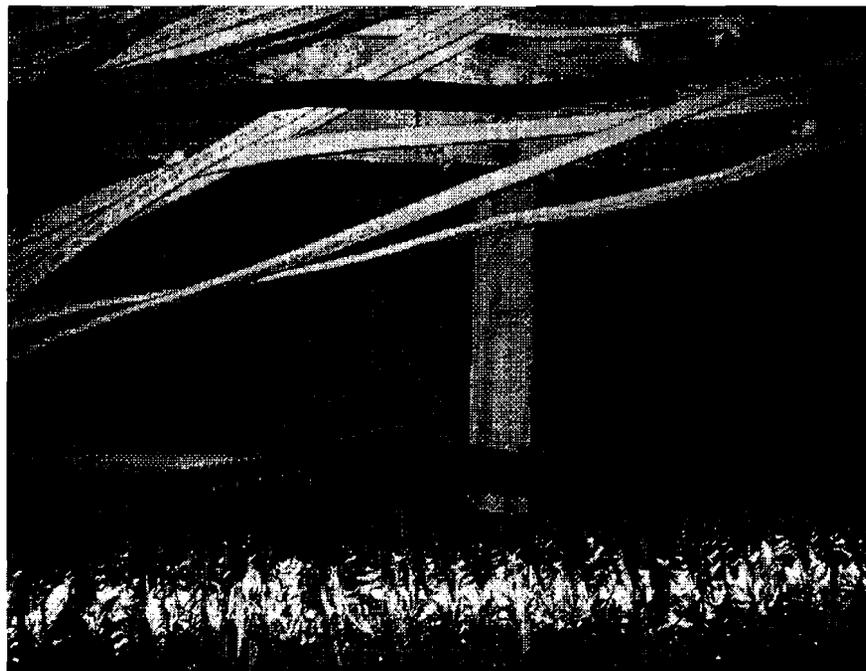
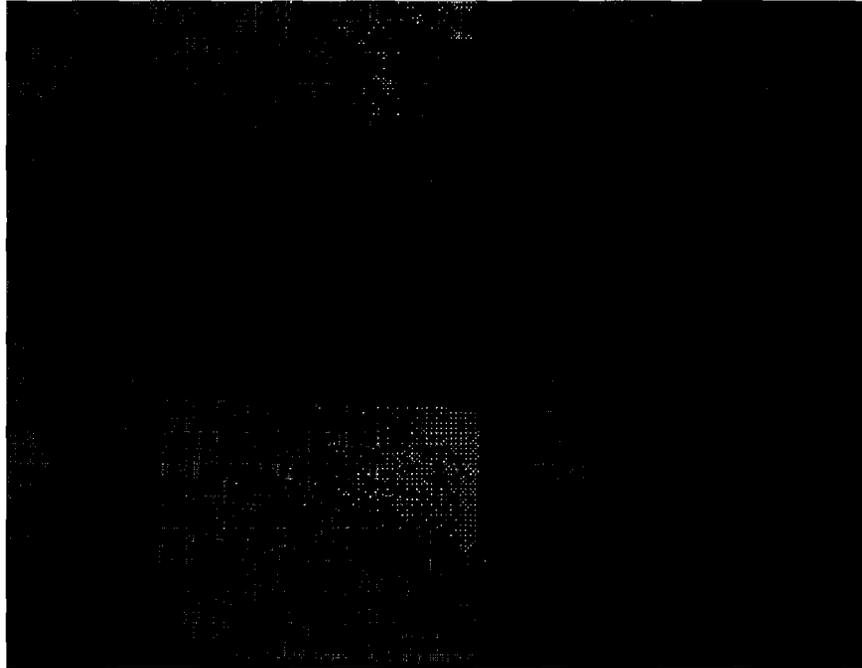
The consumer has been in contact with government officials in his state. He received a letter from his state senator acknowledging the receipt of his concerns (Exhibit 4). He is not aware of anything being done in his community in response to this issue. The consumer's short term plan is to wait for a resolution. His long term plan is to have the product removed from his house. At the conclusion of the interview, the consumer added that he believes that as a citizen and taxpayer, the government should be more diligent on what is allowed into the country, and not enough is being done.

Product Identification

The product involved appears to be imported drywall from China. While conducting the on-site interview this investigator saw visible signs of corrosion and blackening on

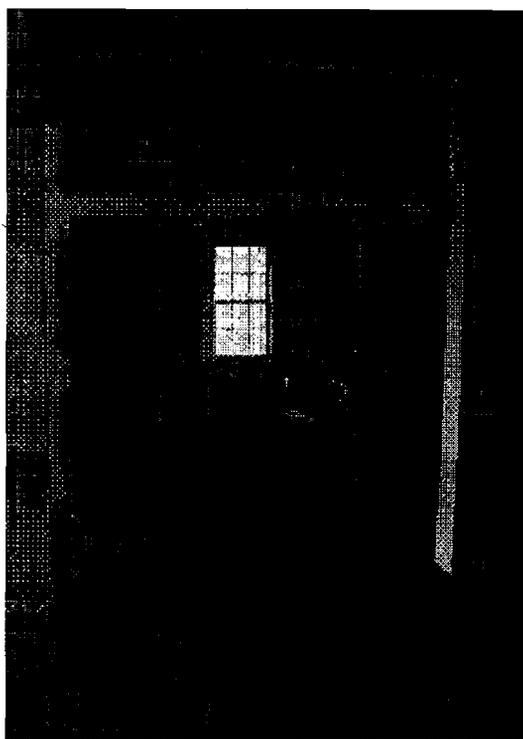
090826CBB2872

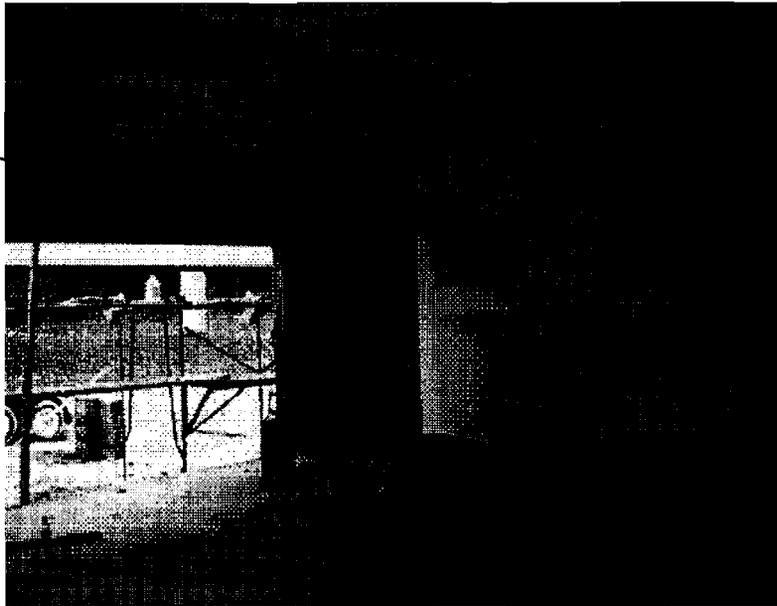
copper pipes and wires. Metal surfaces throughout the home also show visible signs of pitting and tarnishing. There is a noticeable sulfur odor in the closet under the stairs. These symptoms have been associated with the presence of imported drywall from China. The consumer provided photographs showing labeling found on the back of the drywall located above the master bedroom.



090826CBB2872

During the onsite interview the consumer provided photographs of the house during construction when the drywall was installed. The darker pieces of drywall were included in the random XRF testing conducted by EH&E and yielded higher readings of strontium (one of the elements used to detect the presence of imported drywall). The arrows indicated the darker colored pieces of drywall.





Exhibits

- Exhibit 1 Contact Information
- Exhibit 2 Service Invoices and Fail Dates
- Exhibit 3 Correspondence between Consumer and Air Conditioner Manufacturer
- Exhibit 4 Letter from the Senator
- Exhibit 5 Authorization for Release of Name
- Exhibit 6 Final Release & Waiver of Liability Form

Contact Information



July 15, 2009

Consumer contacted the following:

Ray Robards, Builder
Prestige Development
19849 Quail Creek Dr.
Fairhope, AL 39532
Tel. 251-928-4411
November 25, 2008

Chuck Fosseler, Consultant
Strategy, LLC
Construction and Environmental Claims Consultants
5200 Blue Lagoon Dr.
Suite 710
Miami, FL 33126
Tel: 305-261-2650
www.strategyclaims.com

Russ Coleman, Attorney
18410 Pennsylvania Street
Robertsdale, AL 36567
Tel: 251-947-4757

Trane, Air Conditioner Manufacturer
6200 Troup Hwy.
Tyler, TX 75711
Tel. 800-554-6413
November 25, 2008

Baldwin Heating & Air Conditioning, Inc.
10554 County Rd. 64
Daphne, AL 36526
Tel. 251-626-1159



4/3/2009

Baldwin Heating & A/C

Warranty Claim History for [REDACTED]

Evaporator Coil Leaks

Model: TWG060A150B1

Serial: [REDACTED]

Start-up Date: 7/15/2006

<u>Fail Date</u>	<u>Claim #</u>	<u>Part#</u>
9/11/2006	2978058C	COL09705
8/13/2007	3486658C	COL09705
10/18/2007	3622100C	COL09705
8/1/2008	4121196C	COL09705
8/6/2008	4129126C	COL09705
10/15/2008	4264030C	COL09705

Delaware Heating & Air, Inc. (DC)
 Services History Summary List

Page

Invoice #	Invoice Date	Type	Item	Unit	Unit Type	Description
090826003	11/11/12	Regular Service				Job: Service on 11/11/12
090826004	11/11/12	Standing				Job: Service on 11/11/12
090826005	11/11/12	Standing	4	Hour		Job: Service on 11/11/12
090826006	11/11/12	Standing	1	Hour		Job: Service on 11/11/12
090826007	11/11/12	Regular Service				Job: Service on 11/11/12
090826008	11/11/12	Standing				Job: Service on 11/11/12
090826009	11/11/12	No Charge	10	Hour		Job: Service on 11/11/12
090826010	11/11/12	No Charge	10	Hour		Job: Service on 11/11/12
090826011	11/11/12	Regular Service				Job: Service on 11/11/12
090826012	11/11/12	Standing				Job: Service on 11/11/12



TRANE

6200 Troup Highway • P.O. Box 9035 • Tyler TX 75711-9035 • Tel 800 554 6413 • Fax 903 581 9083

Extended Warranty

November 25, 2008



RE: Trane Extended Warranty number: [REDACTED]

The extended warranty number listed above will be terminated effective 11/25/08 due to a corrosive atmosphere at the location where the equipment is installed.

Please note the enclosed copy of the Terms and Conditions, item #8 under "What is not covered" for your agreement. Since the terms of the document exclude equipment installed in a corrosive atmosphere, a full refund for this warranty will be processed immediately.

Should you have a question concerning this transaction, feel free to call (800) 554-6413 for assistance.

Regards,

A handwritten signature in cursive script that reads "Rachael Thompson".

Rachael Thompson
Extended Warranty Dept.

cc: Steve Dukes – Baldwin Heating
Mike Casper (TM) – Air Engineers
Mike Turner (FSR) – Air Engineers

Rachael Thompson
Trane
Extended Warranty Dept.
6200 Troup Highway
PO Box 9035
Tyler, Tx 75711-9035

9 December 2008

RE: Trane Extended Warranty number 3015518

This is in response to your letter of 25 November 2008 concerning your decision to terminate our extended warranty due to a "corrosive atmosphere" at our home.

I find this perplexing, as it did not state the reasons for this decision or any information about why or how this determination was made. Since this may potentially involve the health and well being of occupants of this household and since all our HVAC products are Trane, and our entire heating and cooling system was designed and installed by Trane representatives, I am requesting the detailed information used to support this determination. Specifically, I am requesting the chemical, scientific or other empirical data, tests, and or analysis reports that were used as a basis to cause you to make this decision. I do intend to pursue this issue to determine if indeed there is as you stated a corrosive environment. This is quite unusual sense the house is only two and a half years old and our builder has used the same materials and sub contractors as with all the other 70 or so houses he has built in our community. We do not participate in any arts, crafts or hobbies nor operate a business in our house that would bring in any material to cause such an assumption. We are retired senior citizens with a normal house that is just like the other 300 in our neighborhood.

Accordingly, I am anxious to receive your data and explanation for the termination of our warranty so I may pursue our investigation and examination.





TRANE

Model No TAYWARS124

Agreement No. 3015518

353759 82258

EQUIPMENT OWNER

SERVICER

24



USA

BALDWIN HEATING & AIR
CONDITIONING, INC.
10554 COUNTY RD. 64
DAPHNE, AL 36526
USA

PH# (251)929-2915

PH# (251)626-1159

Standard Trane Warranty Company/National Product Care Company
(during the Term of this Agreement) will,
through a servicer, make necessary adjustments, repairs, and/or
replacements on the equipment covered.
Standard Trane Warranty Company/National Product Care Company
will pay for all replacement parts and/or labor subject to the
product coverage listed and subject to the Terms and Conditions
listed on the reverse side.

MODEL NUMBER	SERIAL NUMBER	EQUIPMENT LOCATION
2TWB0060A1000AB		USA
TWG060A150B1		
BAYHTR1415BRKAC		
TCONT201		

Date Equipment Installed: 06-01-2006 Date Coverage Begins: 10-24-2008
Warranty Sales Price: \$200.00 Date Coverage Ends: 06-01-2011

***** PRODUCT COVERAGE *****
DURING THE COVERAGE PERIOD SPECIFIED ABOVE, TO REPAIR OR REPLACE
THE EQUIPMENT OR ANY INTERNAL COMPONENT IN THE EQUIPMENT
LISTED ABOVE AND IDENTIFIED BY MODEL AND SERIAL NUMBER.
THIS COVERAGE IS SUPPLEMENTAL TO THE MANUFACTURER'S LIMITED WARRANTY.

PLEASE KEEP THIS AGREEMENT IN A SAFE PLACE

10/10/02

EXTENDED WARRANTY



TRANE

6200 Troup Highway • P.O. Box 9035 • Tyler TX 75711-9035 • Tel 800 554 6413 • Fax 903 581 9083

Extended Warranty

December 23, 2008



RE: Trane Extended Warranty # [REDACTED]

Thank you for your letter regarding the cancellation of your extended warranty agreement. Please refer to our previous communication regarding cancellation. Any necessary testing and subsequent resolution of equipment issues you may encounter should be directed to the local Trane field service representative. Please contact Steve Dukes with Baldwin Heating, Mike Casper or Mike Turner with the local Trane distributor Air Engineers at (251) 471-4288.

Regards,

A handwritten signature in cursive script that reads "Rachael Thompson".

Rachael Thompson
Trane Extended Warranty

cc: Steve Dukes – Baldwin Heating
Mike Casper (TM) – Air Engineers
Mike Turner (FSR) – Air Engineers

Rachael Thompson
Trane
Extended Warranty Dept.
6200 Troup Highway
PO Box 9035
Tyler, Tx 75711-9035

10 January 2009

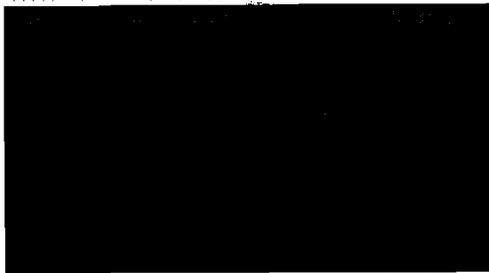
RE: Trane Extended Warranty number 3015518

This is in response to your letter of 23 December 2008.

You failed to respond to or provide the information I was seeking concerning the basis for your decision to terminate my warranty. It was completely non-responsive to my 9 December 2008 request. I do know the provision you cited in the contract for the reason you claim it was terminated. But you again have failed to give me the data, report or other information that supported that decision.

Your letter did not explain when, how and why you cancel it. Did you inspect my unit? I never had a Trane representative ask to do so. Did someone inspect the 6 units I had returned because of Trane product failures? Were they tested with results documented? Did your Mobile field office provide you information about those units and their conclusion about why they failed? They never offered or sought my comments or provided explanations why I had to have 6 units replaced in a new house. Why are you not providing that information? Why hasn't the Mobile Trane representatives contacted me about the Trane failures in my unit? Are six failures normal for Trane units?

You and those other Trane parties responsible for this warranty cancellation have failed to provide the communications and customer service I deserve and I believe is expected by your Company. As a customer I should not have to be the one to initiate resolution of this situation. If your Trane representatives in Mobile are the responsible parties for this data then I am requesting they provide that information. Accordingly, I am again asking for the specific information I requested in my 9 December 2008 letter.



Handwritten notes:
2009 Jan 10
Stacy Decker
Baldwin H + R

United States Senate

WASHINGTON, DC 20510-0104

August 11, 2009



Dear Mr. and Mrs. [REDACTED]:

Thank you for contacting me about the issue of drywall imported from China.

I appreciate the benefit of your comments on this matter, and I am troubled by the possibility that unsafe imports may be affecting my constituents. As you may know, Senator Bill Nelson has two bills dealing with this issue. The first is a resolution (S. Res. 91) that calls on the Consumer Product Safety Commission (CPSC) to take action on imported Chinese drywall, and the second is a bill (S. 739) that requires the CPSC to conduct a study on the safety of imported drywall. Both of these pieces of legislation are currently being reviewed by the Senate Committee on Science, Commerce, and Transportation. As my colleagues and I consider this issue, I will be sure to keep your thoughts in mind.

Thank you again for writing. Please do not hesitate to contact me with any other comments or concerns you may have.

Very truly yours,

Handwritten signature of Jeff Sessions in black ink.

Jeff Sessions
United States Senator

JS: an

U.S. Consumer Product Safety Commission

AUTHORIZATION FOR RELEASE OF NAME

Thank you for assisting us in collecting information on a potential product safety problem. The Consumer Product Safety Commission depends on concerned people to share product safety information with us. We maintain a record of this information, and use it to assist us in identifying and resolving product safety concerns.

We routinely forward this information to manufacturers and private labelers to inform them of the involvement of their product in an accident situation. We also give the information to others requesting information about specific products. Manufacturers need the individual's name so that they can obtain additional information on the product or accident situation.

Would you please indicate on the bottom of this page whether you will allow us to disclose your name? If you request that your name remain confidential, we will of course, honor that request. After you have indicated your preference, please sign your name and date the document on the lines provided.

I request that you do not release my name. My identity is to remain confidential.

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

You may release my name to the manufacturer and to the public.



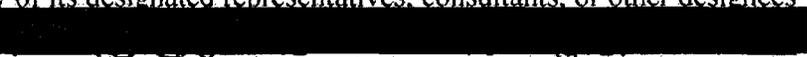
(Signature)

8/27/09

(Date)

FINAL RELEASE & WAIVER OF LIABILITY FORM

[To Be Signed by All Residents 18 Years of Age or Older]

I, , do hereby acknowledge that with my permission the U.S. Consumer Product Safety Commission and any of its designated representatives, consultants, or other designees ("CPSC") utilized my residence located at  for a preliminary pilot indoor air-quality monitoring and testing study on August 27th, 2009.

On today's date, I have completed a walk-through inspection of my residence with Marina Salgado-Rivera a CPSC employee. I further acknowledge that except for any items listed and described below, no items are missing, damaged, or destroyed in my residence.

Notation of missing, damaged or destroyed items in residence (if applicable):

No missing, damaged, or destroyed items.

I acknowledge that CPSC offered reimbursement for the N/A, but I have declined CPSC's offer. I acknowledge that I have not requested that the N/A be repaired or replaced by CPSC.



Signature of Resident

8/27/09

Date

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

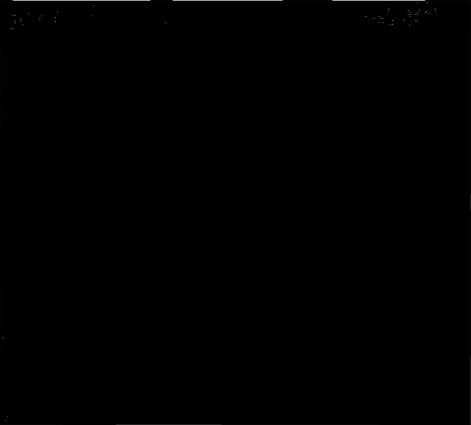
Doc No: I0970410A

Issue: 42

07/13/2009

07/10/2009 11:31:21

Name =
Address =
City = F
State =
Zip = 3
Email =
Teleph
Name o
Victim's
Victim's
Victim's
Victim's
Victim's



Incident Description = My wife and I discovered in January 2009 that we had Knauf China drywall in our retirement home built in 2006. We have had 6 AC failures, corrosion of electrical wiring and plumbing fixtures. Our respiratory and sinus problems have been ongoing since moving into the residence in July 2006. We have contacted Knauf and our State and local officials but have not received any resolution to removing the toxic product from our house. We recently discovered that 3 other homes built in 2006 in our neighborhood also has the toxic drywall and are experiencing the same problems. One of the residents has moved from their home because of medical concerns. We need Federal intervention with this terrible problem. Citizens health and well being are being drastically effected. Our lives and property have been egregiously effected and the perpetrator should be held accountable and required to remedy the product failures and hazards.

Victim's age at time of incident = 65
Victim's sex = male
Date of incident = January 2009
Product involved = Drywall
Product brand name/manufacturer = Knauf China Taingjn
Manufacturer street address = Not known
Place where manufactured (City and State or Country) = China
Product model and serial number, manufacture date = Drywal, 4' x 12' x 1/2" product
Product damaged, repaired or modified = no
If yes, before or after the incident =
Description of damage, repair or modification =
Date product purchased = March 2006
Product involved still available = yes
Have you contacted the manufacturer = yes
If not, do you plan to contact them =
Name Release = Release name to manufacturer only

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

In November of 2008, the extended warranty on our air conditioner was canceled by Trane due to a "corrosive environment" (their words).

On April 20, 2009, an environmental specialist representing Knauy spent 6 hours in our home gathering data. Our calls and e-mails to him and to Knauy attorneys remain unanswered.

We have had two appliance failures which may be attributed to the tainted dry wall.

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.

(b)(6)

[Redacted Signature]

Signature

7/18/09

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.



1. Task Number 090508CBB3573		2. Investigator's ID 9096		EPIDEMIOLOGIC INVESTIGATION REPORT
3. Office Code 840	4. Date of Accident YR MO DAY 2007 09 01	5. Date Initiated YR MO DAY 2009 05 13		
6. Synopsis of Accident or Complaint UPC A 45-year-old female reported that the imported drywall used to construct her home is making her family ill. She reported her family members have experienced symptoms such as sore throat, migraines, rapid heart beat, nausea, and hives. She also reported corrosion, pitting, and blackening of faucets, fixtures, and copper pipes in her home. The evaporator coils on her home's air-conditioning unit have been replaced twice. She is concerned about the long term health effects and financial burden the drywall has on her family. MFR/PRVLR NOTIFIED COMMENTS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> OVERRULED; <input type="checkbox"/> ATTACHED <input type="checkbox"/> EXCISIONS/FOIA EXS. <input type="checkbox"/> <input type="checkbox"/> DO NOT RE-NOTIFY <input checked="" type="checkbox"/> RE-NOTIFY (b) (3): CPS A Secti We 5/11				
7. Location (Home, School, etc) 1 - HOME		8. City WAGGAMAN		9. State LA
10A. First Product 1876 - House Structures, Repair Or		10B. Trade/Brand Name KNAUF		10C. Model Number UNKNOWN
10D. Manufacturer Name and Address KNAUF PLASTERBOARD INC. unknown				
11A. Second Product 4062 - Electric Wire Or Wiring Syst		11B. Trade/Brand Name UNKNOWN		11C. Model Number UNKNOWN
11D. Manufacturer Name and Address NONE				
12. Age of Victim 45	13. Sex 2 - Female	14. Disposition 0 - No Injury	15. Injury Diagnosis 70 - No Injury	
16. Body Part(s) Involved 99 - NO INJURY	17. Respondent 1 - Victim/Complainant	18. Type of Investigation 1 - On-Site	19. Time Spent (Operational / Travel) 24 / 4	
20. Attachment(s) 9 - Multiple Attachments		21. Case Source 07 - Consumer Complaint		22. Sample Collection Number
23. Permission to Disclose Name (Non NEISS Cases Only) <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Verbal <input type="radio"/> Yes for Manuf. Only				
24. Review Date 06/08/2009	25. Reviewed By 8631		26. Regional Office Director Frank J. Nava	
27. Distribution Rose, Blake; Woodard, Dean			28. Source Document Number 10930686A	

The complainant was initially contacted by telephone on 5/13/09. She was interviewed on-site on 5/19/09. Photographs were taken during the on-site. The complainant stated that due to the fact they were a blended family, she would obtain the medical records and forward them to this Investigator. Attempts to obtain the medical records from the complainant were unsuccessful. The retailer where the involved drywall was purchased was visited on 5/19/09.

The complainant is a 45-year-old female who is 5'6" and weighs approximately 137 pounds. The residents of the house include the complaint's two children, a 19-year-old female and an 11-year-old male, her 33-year-old husband, and his two children, two males ages 10 and 11-years-old. (The complainant's husband has joint custody of the males, therefore, they spend half of their time at the involved residence and the remaining time with their mother.)

The complainant stated that she and her husband acted as the contractors during the building of the involved residence. The residence is a two story, brick veneer home. (See Photo #1) It is 4,000 square feet, with 3,600 square feet being the living areas. Wood studs were used to construct the home. The home has 4 bedrooms and three bathrooms. The 4 bedrooms, plus one game room have carpet flooring. The remainder of the residence has wood flooring. The home has gas and electric services. The following appliances are natural gas fueled appliances: stove, water heater, and dryer. The home is equipped with hard-wired, with battery back-up, smoke alarms. The smoke alarms are located in the main living areas of the residence and the bedrooms. The home is not equipped with a fire sprinkler system, however the complainant stated that they do own a fire extinguisher. The complainant stated that construction started on the residence in November of 2006. The family moved into the completed residence on September of 2007.

The involved product, drywall (4' x 12' x 1/2"), was purchased by the complainant on/about March 20, 2007 from a local building supply store. The complainant stated that she and her husband picked the involved drywall up from the retailer using a trailer they own. She provided a copy of the purchase invoice. It is attached as Exhibit #2. She stated that approximately two days later, they hired a drywall contractor to hang and float the involved drywall. She provided a copy of the Contractor's Invoice, which is attached as Exhibit #3. **Note:** The purchase invoice shows a purchase of 204 sheets of drywall. The Contractor's Invoice shows 317 sheets being hung and floated. This Investigator asked the complainant about the discrepancy. The complainant stated that her husband had to return to the building supply store approximately 5 days after the original purchase to obtain more drywall (113 sheets). She stated that it was the same drywall that they had purchased originally because it was in the same area as the first purchase of drywall, was under a tarp and was shrink wrapped, just as the first purchase of drywall had been. She could not locate a purchase invoice for the second purchase of drywall.

The complainant stated that initially she didn't notice any particular odors in her residence, however, in March of 2008; she stated that she began to notice an odor she compared to rotten eggs, in her master bathroom. She stated that she initially attributed

the odor to her water, which she stated tasted peculiar. She reported the problem to her Sewage and Water Board, who tested her water and found that the water was fine and was safe to drink. She provided a copy of the test results that were provided to her by the Sewage and Water Board. It is attached as Exhibit #4.

The complainant stated that she isn't always aware of the odor; however, she stated that the odor is also present in the bathrooms and laundry room in the residence. She stated that she noticed that the odor is less noticeable when the temperature of the residence is cool. She stated that she makes it a point to keep the residence cool. She also stated that she feels the residence has poor air quality (she described the air as heavy) and that it is hard to breathe in the residence. Note: Upon entering this residence, this Investigator noted the presence of an odor that could be compared to the odor that would be present after a match had been struck and then put out. The complainant had the front door and several windows open when this Investigator arrived and they remained open during the interview process.

The complainant stated that her family began experiencing health problems in March of 2008. She stated that in March of 2008, while at work, she became dizzy and her hands and feet went numb. She stated that she was seen by her primary care physician who diagnosed her as having a high heart rate. She stated that he referred her to a cardiologist, who also determined that she was experiencing an abnormally high heart rate. She stated that the cardiologist referred her to an electro physiologist, who ran a battery of tests and diagnosed her as having AV nodal re-entry tachycardia and inappropriate tachycardia. She is currently taking a medication (Metoprolol), which slows her heart rate. She stated that although she has a history of migraines, she began to experience more headaches in January of 2009. She stated that most of the headaches tended to begin during the evening hours. She stated that recently she has also begun to experience nausea. The complainant stated that when she is away at work (she works full time), she experiences fewer headaches and that she breathes easier.

The complainant stated that her 19-year-old daughter, who did not have a history of migraines prior to living in the involved residence, was diagnosed with migraines in June of 2008. She stated that in addition to migraines, her daughter has been diagnosed with strep throat on two occasions. She has also experienced sinus problems and nausea since moving into the residence. Note: The complainant stated that her daughter moved out of the residence for two months and reported that she didn't experience any headaches. However, since returning to the residence, the complainant stated that her daughter has begun to experience headaches and nausea.

The complainant stated that although her 11-year-old son had previously been diagnosed with migraines, he has experienced more episodes since moving into the residence. She stated that he also experienced an increase in headaches, which are treated with over the counter medications. She stated that he has also complained of itchy eyes and sore throat on several occasions.

The complainant stated that her husband's 11-year-old son, who lives in the residence part time, was diagnosed with strep throat twice last summer and has experienced breathing issues while staying in the residence. (The complainant stated that he complains that it is "hard to breath".)

The complainant stated that her husband's 10-year-old son has developed a chronic cough in the past couple of months (January 2009) and has also been diagnosed with migraines. The complainant stated that during May of 2009 he developed a rash on his torso. She stated that she treated it with over the counter medications. The complainant stated that the 10-year-old's mother made the comment, "every time he comes home after being at your house he is sick." She stated that she has to agree with the statement.

The complainant stated that her husband is the least affected with symptoms. She stated that she believes the reason for this is due to the fact that he doesn't spend much time indoors. She stated that when he is home, he is outside doing some sort of project.

The complainant stated that she first began to notice problems with appliances and fixtures in her home in April of 2008. She stated that she began to notice the brushed nickel and chrome faucets and fixtures in the bathrooms in her home were pitting and corroding. She stated that initially she attributed the corroding and pitting to poor quality. See Photos #4-9 for examples of the pitting and corrosion on faucets and fixtures. Other things she noted that were corroded in the bathrooms were the toilet paper holders and a chrome trash can. (See Photo #10) She stated that some of her silver jewelry seemed to tarnish more quickly than usually is expected. See Photo #11

The complainant stated that her home has two separate HVAC systems for the residence. One unit is for the bottom (first floor) living areas, the other unit is for the top (second floor) living areas. She stated that in May of 2008, the evaporator coils on the unit for the second floor living areas had to be replaced due to corrosion. She stated that in July of 2008, the evaporator coils on the unit for the first floor living areas had to be replaced due to corrosion. She stated that in September of 2008, a technician determined that the evaporator coils on the unit for the second floor needed to be replaced once again. He did not determine what was causing the evaporator coils to corrode and leak. The complainant stated that she has not had the evaporator coils replaced yet, due to financial reasons. She stated that during the technician's visit, he also examined the coils on the unit for the first floor. She stated that the technician stated that, "the coils look like they had been under water and would need to be replaced soon."

She stated that earlier this month (May 2009), the evaporator coils on the unit for the first floor did indeed go out as the technician promised they would. She stated that she has not had the evaporator coils replaced. She stated that her family simply can't afford to keep replacing evaporator coils.

The complainant stated that in November of 2008, the electric board on their plasma television had to be replaced. She stated that it was repaired under warranty by the manufacturer. During the on-site, the complainant stated that the television had recently

begun to malfunction and that they were going to have a technician examine the television. See Photo #2 for a view of the wall the television had been installed on.

In February of 2009, the complainant stated that her washing machine began to skip cycles. She explained that she has noticed that the washing machine will go directly from the rinse cycle to off, skipping the spin cycle altogether. She stated that she has also noticed that her dishwasher is not washing properly. She explained that she sometimes has to run the wash cycle several times to get her dishes clean. She stated that she hasn't had the washing machine or the dishwasher serviced or repaired.

In the last 12 months, the complainant stated that they have changed batteries in the smoke alarms in the residence at least three times. She stated that the smoke alarms beep to indicate the battery is low, and on each occasion, her husband has replaced the battery in the affected smoke detector. See Photo #15 for a view of one of the smoke alarms

The complainant stated that in March of 2009, an acquaintance told her about a newscast regarding problems homeowners were having in their homes, which were being linked to drywall which had been imported from China. She stated that her husband went into the attic and discovered labeling on the drywall that states, "MADE IN CHINA". She stated that it was then that her husband checked the coils on the back of their refrigerator and discovered that they were black. She stated that her husband also removed the cover plate off of a receptacle in the upstairs bathroom and noted that the visible copper had also turned black. See Photo #12

The complainant stated that she then realized that it was the drywall that had made her family ill and that it was unsafe to continue sleeping in the bedrooms of the residence. She stated that her husband converted attic space into sleeping quarters for the entire family. The walls, ceiling and flooring are covered in wood. The complainant stated that until the drywall is replaced in her home, they will continue to sleep in the attic space. A picture of the attic space is attached as Photo #14.

The complainant stated that her husband visited the retailer where he had purchased the involved drywall. She stated that the manager gave her husband a piece of paper that contained the name and number for suppliers he had purchased drywall from during the time frame he had purchased the involved drywall. It also contained the name of the manufacturer for the drywall purchased during that time frame. The paper with the name of the suppliers and manufacturer could not be located during this Investigator's on-site visit.

The complainant emailed this Investigator on 5/20/09 to advise that she had located the paper that had been given to her husband (with the name of the suppliers) and that she had contacted one of the suppliers on the paper that was given to her husband. The complainant stated that the supplier representative informed her of where they purchase their drywall (in the US, not China) and that the drywall had been tested and was found not to be defective. A copy of the email to this Investigator is attached as Exhibit #5.

The complainant stated that she contacted her insurance company to report the problems occurring in her home that are apparently being caused by the drywall. She stated that two adjustors (one from Florida where the home office is located and one from the local office), and an attorney that represents the insurance company visited her home on 4/27/09. She stated that they collected samples of drywall from various areas in her home, as well as air samples and cotton swabs of the residue on copper in her home. She stated that they advised her that it would take 4-6 weeks to get the test results back from the samples. This Investigator asked her to forward a copy of the test results when she received them. Attempts to obtain the test results were unsuccessful.

The complainant stated that she is concerned about the short term and long term effects the drywall has on the health of her family. She stated that her family has no alternative but to stay in the residence until the problem with the drywall is resolved. She was not aware of any community action or projects regarding the issue with the imported drywall.

The complainant stated that if CPSC determines in the future that a sample is needed, she would be willing to allow a sample to be collected from the residence.

PRODUCT IDENTIFICATION

- **TYPE:** Drywall (4' x 12' x ½")
- **BRAND:** unknown
- **MODEL NAME:** 4' x 12' x ½"
- **MANUFACTURER NAME:** Knauf (according to the retail manager where the drywall was purchased)
- **RETAILER NAME AND ADDRESS:** Bradford Lumber & Supply Inc., 200-C Wright Avenue, Terrytown, LA 70072 (currently the business name is Bayou Lumber and Building Supply)
- **COST:** \$10.75 per sheet

Labeling

Labeling located on the back of the drywall installed in the attic of the residence states, "MADE IN CHINA". See photo #3 The attic contained blown in cellulose insulation. Several areas were checked in an attempt to locate additional labeling. No other labeling was located. The complainant stated that her husband had discovered the "MADE IN CHINA" labeling in several different areas of the attic.

SAMPLES COLLECTED

None

ADDITIONAL INFORMATION

The retailer where the complainant had purchased the drywall was visited on 5/19/2009. A Notice of Inspection was issued and credentials were shown to Scott Bradford, Owner. The reason for the visit was explained and a copy of the invoice and shipping records for the involved drywall was requested. Mr. Bradford explained that he had been a manager for the company the involved drywall had been purchased from and that in late 2007 he became the owner of the current business. He stated that he did not maintain the invoice and shipping records for the former business. He did provide a sheet of paper to this Investigator of the names of suppliers he had purchased drywall from during the time frame the involved drywall had been purchased from this business. The sheet of paper also contains a manufacturer's name. See Exhibit #7 This Investigator asked if this was the manufacturer of the drywall he had sold during the time frame the involved drywall had been purchased and he stated that it was. This Investigator asked if he had received any other complaints regarding the drywall and he stated that he had not.

ATTACHMENTS

- 1) Identity of Respondents (1 Page)
- 2) Copy of Purchase Invoice for Drywall (1 Page)
- 3) Copy of Contractor's Invoice for hanging and floating involved drywall (1 page)
- 4) Sewage and Water Board Test Results (1 Page)
- 5) Email Correspondence with Complainant (1 Page)
- 6) Notice of Inspection (1 Page)
- 7) Supplier Names Provided to Investigator by Retailer (1 Page)
- 8) Photos 1- 15
- 9) Signed Authorization for Release of Name Forms (1 page)
- 10) Missing Document Form (1 Page)

IDENTITY OF RESPONDENTS

- Gina Mays, Complainant
540 South Kenner Avenue
Waggaman, LA 70094
504/458-6823
- Bayou Lumber and Building Supply
Formerly known as: Bradford Lumber Supply
200-C Wright Avenue
Terrytown, LA 70056
Scott Bradford-Owner

CONTRACTORS INVOICE

WORK PERFORMED AT:

Bobby MAYS
240 S KEARNEY AVE
MARRERO, LA 70072

Victor Bustillos
4868 Orleans way Apt 47
MARRERO LA 70072

22-07

YOUR WORK ORDER NO.

OUR BID NO

DESCRIPTION OF WORK PERFORMED

Hanging Sheetrock

317 Sheet 12 foot Long

x 48

15.216 Sq foot

x .25

\$ 3804.00 Total Four Hanging

Victor Bustillos

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____)

This is a Partial Full invoice due and payable by: _____

Month

Day

Year

In accordance with our Agreement Proposal No. _____ Dated _____

Month

Day

Year

JEFFERSON PARISH WATER QUALITY LAB

JEFFERSON PARISH DEPARTMENT OF WATER - COMPLAINT RECORD

Name Gina Mays Date 05/12/08 1:30PM
 Address 540 South Kenner
 Telephone No. 504-896-9539

Nature of Complaint
Bad tasting water

Remarks I told her we could collect an outside tap sample tomorrow, (5/13/08) to make sure the water was safe to drink. We can't change the taste of the water.

Initials _____
 Action Taken Bacti Sample _____ Chemical Sample None
 Initials _____ Field Visual _____ Flushed Hydrants _____ Other _____

Analysis	Results	Initials
Cl ₂ @ 10:53	1.20	KR
TOTAL COLI	Neg.	SB

Analysis	Results	Initials

Disposition

Results Reported to Customer? Yes Initials KR Date 5/13/08

Toole, Shana

From: Gina Adams Mays [gmays@chnola.org]
Sent: Wednesday, May 20, 2009 9:12 PM
To: Toole, Shana
Subject: Drywall contacts

Bobby found the drywall contacts that he was given and they are:

North Pacific
contact is Cleve
866-447-3545

Gulf Coast Shelter
contact is John Austin
251-517-1240

I spoke with John Austin and according to him, the company he works for purchased their drywall from Devon International out of King of Prussia, PA (800-251-7488, website devonintl.com) and they have tested their drywall and it is not defective.

He did mention that Bradford Lumber also bought drywall from North Pacific which is in Mississippi. The number John Austin gave me for North Pacific differs from what Bradford Lumber gave, it is 601-735-5051. Bradford Lumber also had a third contact on this sheet, Knauf. I'm not sure if he meant that they were the manufacturer or not. Their number is 800-825-4434.

Hope this helps.

Thanks!

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Gina Adams Mays
Supervisor, Materials Management
Children's Hospital
210 Henry Clay Avenue
New Orleans, LA 70118
Phone 504-896-9539

U.S. CONSUMER PRODUCT SAFETY COMMISSION	
NOTICE OF INSPECTION	
1. DATE <i>11/11/11</i>	3. FROM (Area Office and Address) <i>Atlanta, GA</i>
2. TIME A.M. <i>10:00</i> P.M.	<i>1111 1st St NE Atlanta, GA 30309</i>
4. TO	A. NAME AND TITLE OF INDIVIDUAL <i>Mr. [Name]</i>
	B. FIRM NAME <i>[Firm Name]</i>
	C. NUMBER AND STREET ADDRESS <i>1000 1st St NE</i>
	D. CITY, STATE AND ZIP CODE <i>Atlanta, GA 30309</i>
<p>Notice of Inspection is hereby given pursuant to:</p> <ul style="list-style-type: none"> • Flammable Fabrics Act (15 U.S.C. 1191 <i>et seq.</i>); • Federal Trade Commission Act (15 U.S.C. 41 <i>et seq.</i>); • Sections 16, 19 and 27 of the Consumer Product Safety Act (15 U.S.C. 2065, 2068 and 2076) • Section 704(a) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 374(a)) [Authority for inspections in connection with the Poison Prevention Packaging Act of 1970 (15 U.S.C. 1471 <i>et seq.</i>)] and/or • Section 11(b) of the Federal Hazardous Substances Act as Amended (15 U.S.C. 1270(b)). <p>Refer to the back of this form for a discussion of inspectional authority and for pertinent statutory language.</p>	
<p>5. PURPOSES OF INSPECTION AND NATURE OF INFORMATION TO BE OBTAINED AND/OR COPIED.</p> <p>The purpose of this inspection is to obtain information: to review and obtain copies of items including but not limited to records, reports, books, documents; and labeling; and to obtain samples, in order to enforce or determine compliance with the Acts administered by the Consumer Product Safety Commission.</p>	
<p>6. FREEDOM OF INFORMATION REQUIREMENTS</p> <p>Those from whom information is requested should state whether any of the information submitted is believed to contain or relate to a trade secret or other matter which should be considered by the Commission to be confidential and whether any of the information is believed to be entitled to exemption from disclosure by the Commission under the provisions of the Freedom of Information Act (15 U.S.C. 552). Any statement asserting this claim of confidentiality must be in writing, and any request for exemption of the information from disclosure must be made in accordance with the Commission's Freedom of Information Act regulations. 16 CFR Part 1015.</p>	
<p>7. SIGNATURE (Authorized CPSC Official)</p> <p><i>[Signature]</i></p>	

Martin Distributors

Wholesale Lumber & Building Materials
Alexandria-Lafayette, La.

SYP LUMBER
C&BTR BOARDS
#2 BOARD
FRAMING
STUDS

TREATED SYP
BOARD
FRAMING
TIMBER
PLYWOOD

WESTERN LBR
SHEVING
STUDS
SPF
FIJ FRAMING

PLYWOODS
SYP SANDED
SYP SIGNING
SYP DECKING
FIR SANDED
HARDWARE
HARDWOODS
OSB

SIDINGS
SYP
HARDBOARD
FIBER-CEMENT
VINYL

ROOFING
ROOFING FELT
SHINGLES
RULED ROOFING
METAL ROOFING

GYPSON
PRODUCTS
SHEEVROCK
JOINT COMPOUND

LAMINATED
BEAMS
I-JOIST
CORPORATION TRUSSES
LVL
E-Z RAY

INSULATION
FIBERGLASS
PERMAR, ENERGY SHIELD
HOUSE WRAP
FOAMULAR

FOUNDATION
METALS
WIRE MESH
METAL KEYWAY
REBARS

COLUMNS
FIBERGLASS
ALUMINUM

PREFINISHED
PANELING

North Pacific - Clare
1-866-447-3545

Gulf Coast Shelter - Mex
1-251-423-0498

Knaut
1-800-825-4434

1-800-737-8989

FAX (318) 448-9665

EXCELLENT QUALITY...UNPARALLELED SERVICE

PRICE QUOTED IS DELIVERED

NO Delivery
Stop
Fuel Surcharge **CHARGE**



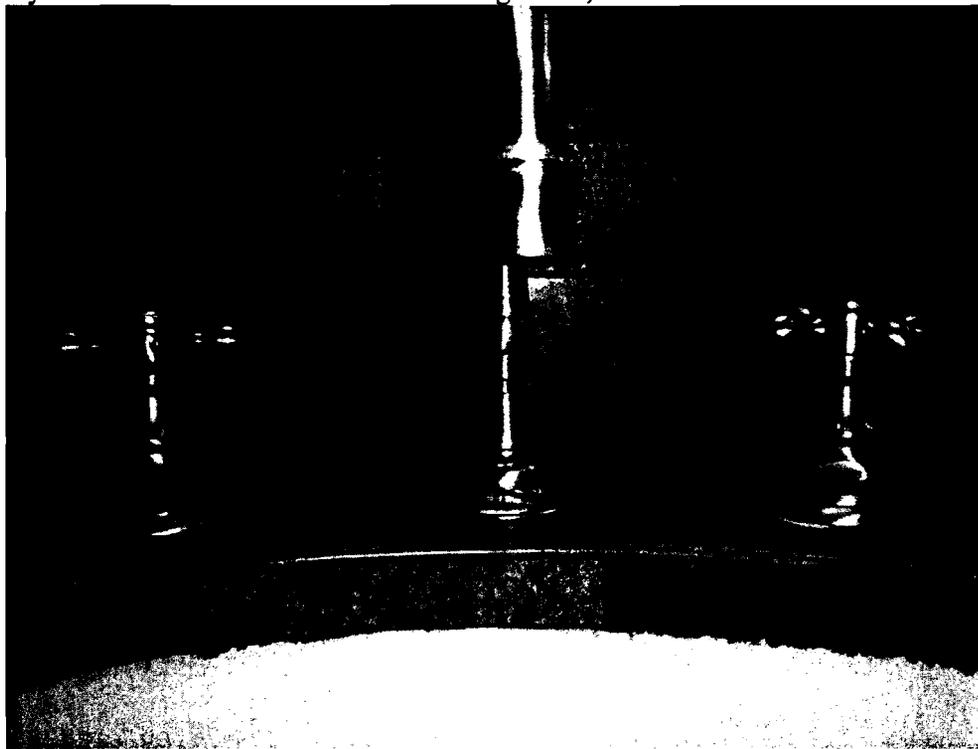
090508CBB3573 Photo #1 shows a view of the exterior of the involved residence.



090508CBB3573 Photo #2 shows a view of the wall rack assembly affixed to the involved drywall in the living room of the residence. The plasma television that had been affixed to the wall rack has been repaired once and was taken down because it needs to be repaired a second time.



090508CBB3573 Photo #3 shows a view of labeling located on the back of the involved drywall installed in the attic. The labeling states, "MADE IN CHINA MEET ***"



090508CBB3573 Photo #4 shows a view of pitting and corrosion on the faucets located in the master bathroom of the residence.



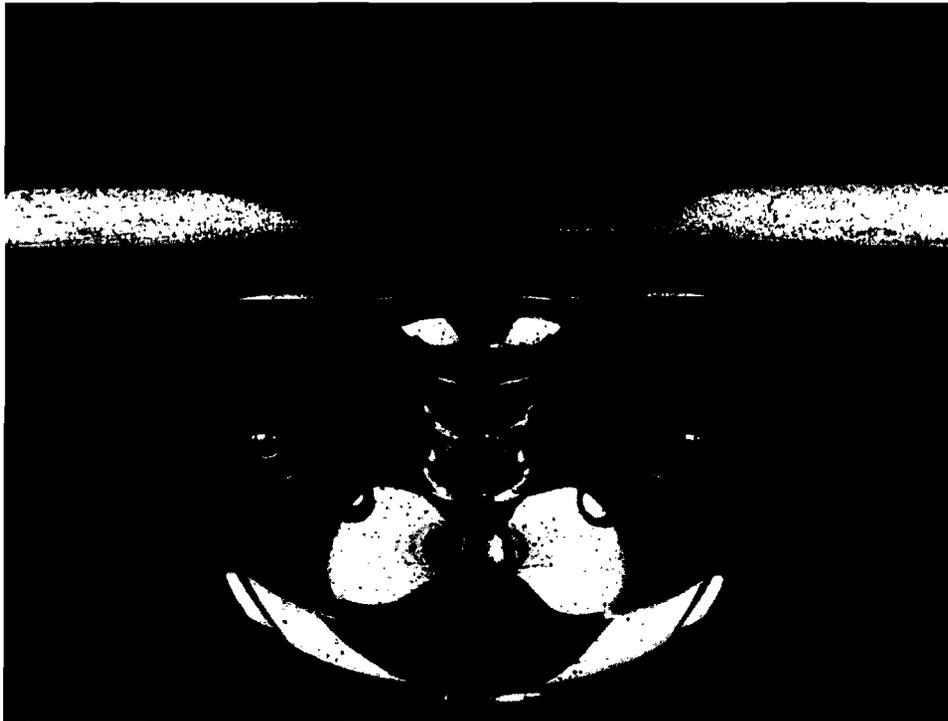
090508CBB3573 Photo #5 shows a view of pitting on the shower handle located in the master bathroom.



090508CBB3573 Photo #6 shows a view of the pitting on the faucets located in another bathroom in the residence.



090508CBB3573 Photo #7 shows a view of corrosion and pitting on the drain located in one of the bathrooms in the involved residence.



090508CBB3573 Photo #8 shows a view of pitting on a light fixture in one of the bathrooms in the involved residence.



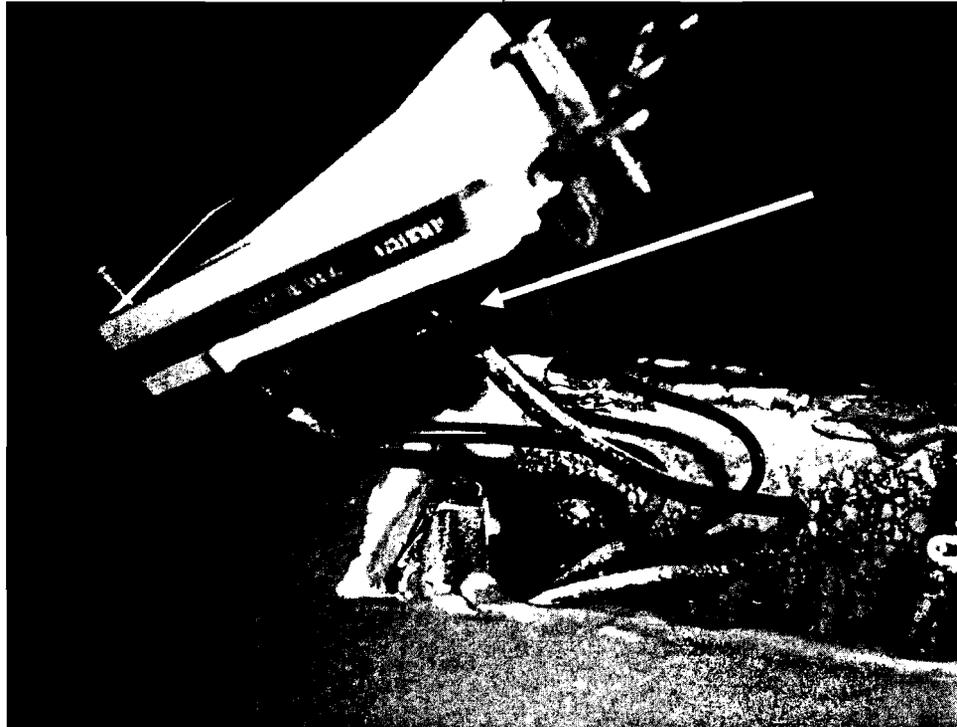
090508CBB3573 Photo #9 shows a view of pitting and corrosion on a chrome plated light fixture located in a bathroom in the involved residence.



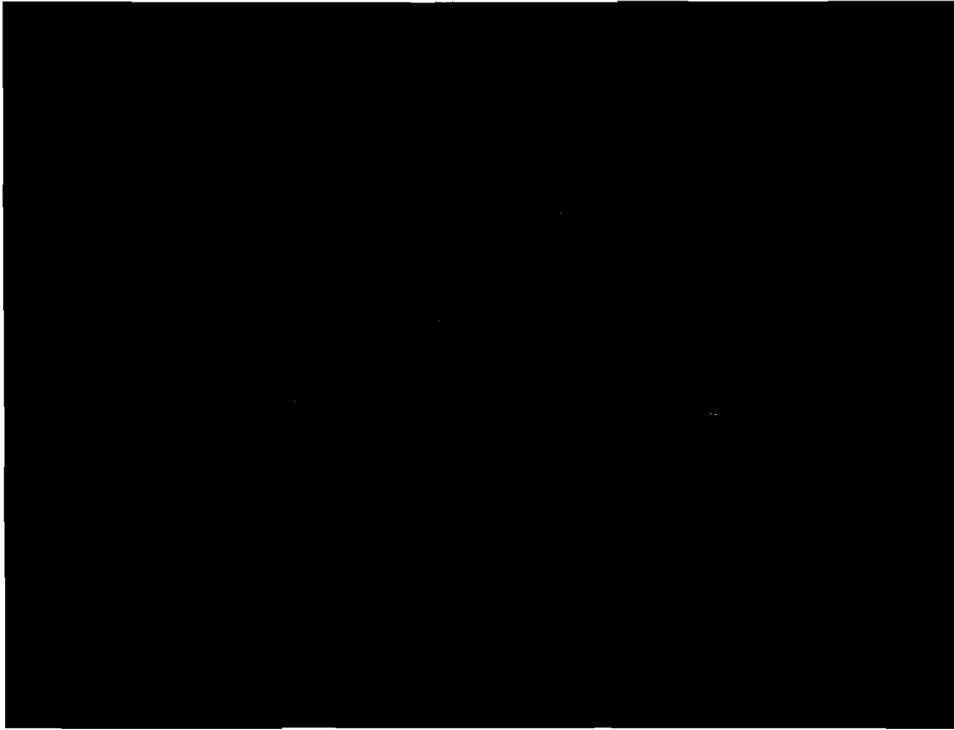
090508CBB3573 Photo #10 shows a view of pitting and corrosion on a chrome plated trash can located in the same bathroom as the fixture shown in Photo #9.



090508CBB3573 Photo #11 shows a view of a sterling silver ring that has evidence of tarnishing and corrosion. (This piece of jewelry is representative of the silver jewelry in this residence. The jewelry is stored in a closet located in the master bathroom.)



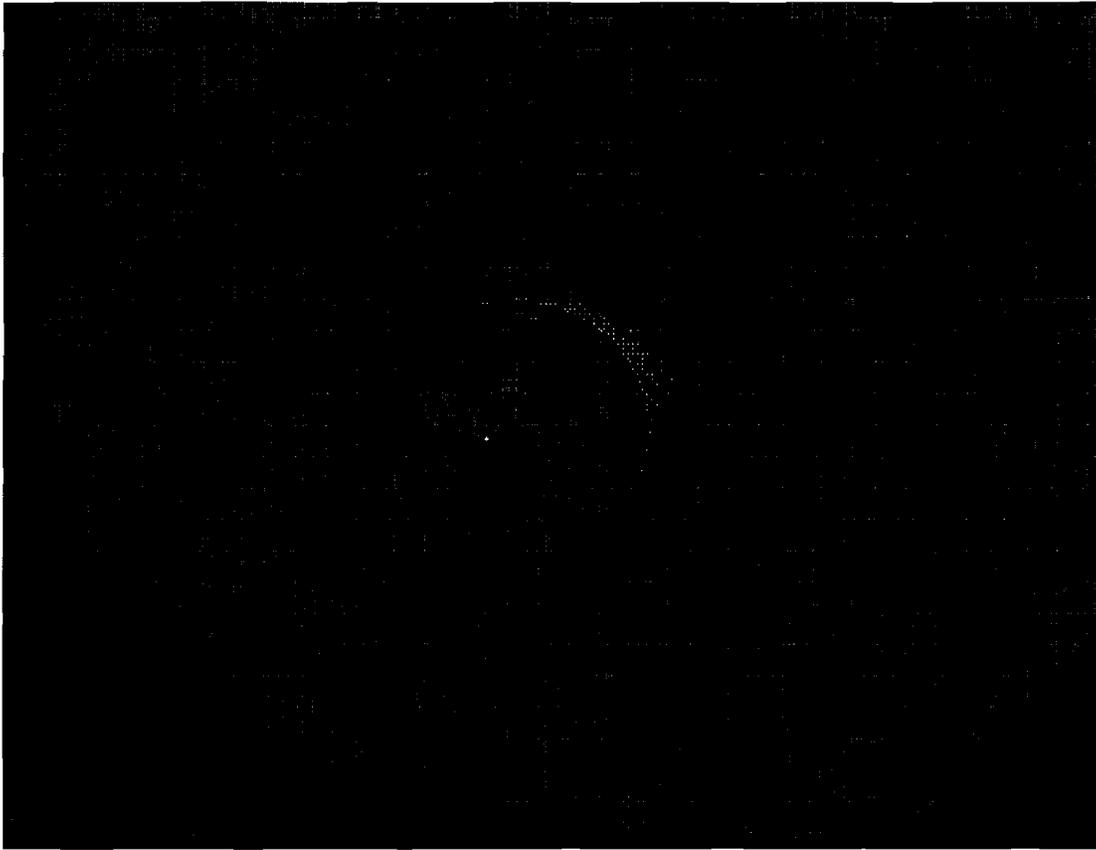
090508CBB3573 Photo #12 shows a view of a light switch with the cover plate removed in order to show the copper wiring, which has blackened. This switch is representative of the other switches and receptacles in the residence.



090508CBB3573 Photo #13 shows a view two pieces of copper wiring which were placed in the involved residence approximately one month ago to determine how quickly the drywall was affecting the copper wiring in the residence.



090508CBB3573 Photo #14 shows a view attic space that has been converted into sleeping quarters. The complainant stated that she doesn't feel it is safe to sleep in the bedrooms of the residence.



090508CBB3573 Photo #15 shows a view of one of the smoke alarm in the involved residence. The complainant reported that her husband has changed the batteries in the smoke alarms three times in the last year. The smoke alarms are hard wired with battery back-up. They are manufactured by (b)(3):CPSA Section 6(b)

U.S. Consumer Product Safety Commission

AUTHORIZATION FOR RELEASE OF NAME

Thank you for assisting us in collecting information on a potential product safety problem. The Consumer Product Safety Commission depends on concerned people to share product safety information with us. We maintain a record of this information, and use it to assist us in identifying and resolving product safety concerns.

We routinely forward this information to manufacturers and private labelers to inform them of the involvement of their product in an accident situation. We also give the information to others requesting information about specific products. Manufacturers need the individual's name so that they can obtain additional information on the product or accident situation.

Would you please indicate on the bottom of this page whether you will allow us to disclose your name? If you request that your name remain confidential, we will of course, honor that request. After you have indicated your preference, please sign your name and date the document on the lines provided.

I request that you do not release my name. My identity is to remain confidential.

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

You may release my name to the manufacturer and to the public.

Debra May
(Signature)

5/19/09
(Date)

Exhibit #10, Pg 1 of 1
090508CBB3573

Task No. 090508CBB3573

Date: June 8, 2009

STATUS OF MISSING DOCUMENT(S)

The official records were requested for this investigation report but could not be obtained.

1. Medical Records

2. Test Results re: drywall

3. _____

4. _____

5. _____

Date: June 8, 2009 **Investigator No:** 9096

Regional office: 8400 **Supervisor No:** 8631

Doc No: I0930686A

Issue: 27

03/31/2009

03/26/2009 20:53:08

Name = Gina Mays

Address = 540 So Kenner Avenue

City = Waggaman

State = Louisiana

Zip = 70094

Email = gmays@chnola.org

Telephone = 504-458-6823

Name of Victim = Gina & Bobby Mays and family (4 kids)

Victim's Address = 540 So Kenner Avenue

Victim's City = Waggaman

Victim's State = Louisiana

Victim's Zip = 70094

Victim's Telephone = 504-458-6823

Incident Description = Since our home has been completed, 9/07, we have been plagued with repairs and illnesses. We are on our 5 & 6th a/c units (2 floors), repaired a new plasma tv, all metals (light fixtures, faucets, jewelry, refrig. coils, etc) are corroded. I called the Sewerage & Water Board shortly after moving in because I noticed an egg smell. They said the water is fine. I now found out my new home (that we worked every night & weekend on) is riddled with Chinese drywall. Evidently there are no regulations for this type of item. When will we learn that China products are more harmful to us than good. I want justice to be served. We have no money to replace everything and we can't wait on a class action lawsuit. I've developed a rapid heartbeat since moving in and have been placed on medicine. Two children have been diagnosed with migraines, 1 with a chronic cough and I have more headaches than ever. What is going to be done? We can rebuild Iraq with the taxpayers money - can't it help us rebuild?

Victim's age at time of incident = 45,33,19,11,11,10

Victim's sex = female

Date of incident = 2007

Product involved = Drywall

Product brand name/manufacturer = Chinese

Manufacturer street address = China

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

Product model and serial number, manufacture date = n/a

Product damaged, repaired or modified = no

If yes, before or after the incident =

Description of damage, repair or modification =

Date product purchased = Around March, 2007

Product involved still available = yes

Have you contacted the manufacturer = no

If not, do you plan to contact them = yes

Name Release = Release name to the manufacturer and public

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

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.

Signature

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.

1 You may release my name to the manufacturer and to the public.